



City of Broken Arrow
Meeting Agenda
Planning Commission

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

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

Thursday, August 25, 2016

5:00 PM

Council Chambers

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

None

4. Consideration of Consent Agenda

- A. [16-1020](#) Consideration and possible action regarding Planning Commission meeting minutes of August 11, 2016
- Attachments:** [AUGUST 11, 2016 MINUTES.pdf](#)
- B. [16-1016](#) Consideration and possible action regarding BAL 1097, Wiljo Interiors, 4.66 acres, IL, south of Albany Street, one-quarter mile east of Olive Avenue
- Attachments:** [2-CASE MAP.BAL-1097.pdf](#)
 [3-AERIAL.BAL 1097.pdf](#)
 [4-LOT SPLIT EXHIBIT AND LEGAL DESCRIPTION.pdf](#)
- C. [16-1018](#) Consideration and possible action regarding PT15-119A, Conditional Final Plat, Kum & Go #837, a replat of Lot 1, Block 1 of BOL Addition & Lot 9, Block 2 of Prairie Dale Addition, 3.33 acres, A-RS1 and CN to PUD 247A/CN, west of Oneta Road, north of State Highway 51
- Attachments:** [2-CHECKLIST.doc](#)
 [3- CONDITIONAL FINAL PLAT.pdf](#)
- D. [16-1019](#) Consideration, and possible action regarding PT16-105, Preliminary Plat, Spring Hill at Forest Ridge, 31.82 acres, R-1/PUD-66 to R-1/PUD-66F, south of Kenosha Street, one half mile west of Oak Grove Road
- Attachments:** [2-CHECKLIST.doc](#)
 [3-PRELIMINARY PLAT.pdf](#)
 [4-CONCEPTUAL UTILITIES.pdf](#)

5. Consideration of Items Removed from Consent Agenda

6. Public Hearings

- A. [16-949](#) Public hearing, consideration, and possible action regarding PUD 66F, Spring Hill at Forest Ridge, a request for a minor amendment to PUD 66, 34.14 acres, R-1/PUD 66 to R-1/PUD 66F, south of Kenosha Street, one half mile west of Oak Grove Road

Attachments: [2-CASE MAP.PUD 66F.pdf](#)
[3- AERIAL.PUD 66F.pdf](#)
[4- COMPREHENSIVE PLAN.pdf](#)
[5A- PUD 66F.REVISED TEXT.pdf](#)
[5B- PUD 66F.Exhibit 'A'.pdf](#)
[6- PUD 66 Information.pdf](#)

7. Appeals

None

8. General Commission Business

None

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

10. Adjournment

NOTICE:

1. ALL MATTERS UNDER “CONSENT” ARE CONSIDERED BY THE PLANNING COMMISSION TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. HOWEVER, ANY CONSENT ITEM CAN BE REMOVED FOR DISCUSSION, UPON REQUEST.
 2. IF YOU HAVE A DISABILITY AND NEED ACCOMMODATION IN ORDER TO PARTICIPATE IN THE MEETING, PLEASE CONTACT THE DEVELOPMENT SERVICES DEPARTMENT AT 918-259-8412, TO MAKE ARRANGEMENTS.
 3. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE PLANNING COMMISSION MAY BE RECEIVED AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY HALL.
 4. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF DURING THE PLANNING COMMISSION MEETING.
- POSTED on _____, _____ at _____ am/pm.

City Clerk



City of Broken Arrow

Fact Sheet

File #: 16-1020, **Version:** 1

**Broken Arrow Planning Commission
08-25-2016**

To: Chairman and Commission Members

From: Development Services Department

Title:

Consideration and possible action regarding Planning Commission meeting minutes of August 11, 2016

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

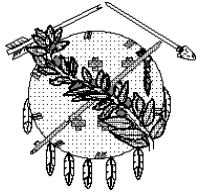
Attachments: Minutes

Recommendation: Approve minutes of Planning Commission meeting held August 11, 2016.

Reviewed By: Farhad Daroga

Approved By: Michael W. Skates

FKD: kjf



City of Broken Arrow
Minutes
Planning Commission

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

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

Thursday, August 11, 2016

5:00 PM

Council Chambers

1. Call To Order

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

2. Roll Call

Present 4 - Carolyn Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

Absent 1 - Mark Jones

3. Old Business

None

4. Consideration of Consent Agenda

Amanda Yamaguchi presented the background for the Consent Agenda Items. Brent Murphy said the applicant for Item 4B, BAL-1095, Tarp Estates Lot Split is in agreement with the Staff recommendations; however, is not at this meeting.

Fred Dorrell explained the Consent Agenda process and asked if anyone wished to remove an item for discussion. No one responded.

A. [16-948](#) Approval of Planning Commission meeting minutes of July 28, 2016

Motion by Ricky Jones to approve Agenda Items A through F, per Staff recommendations. The motion was seconded by Lee Whelpley.

Aye: 4 - Carolyn Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

Absent: 1 - Mark Jones

B. [16-922](#) Consideration and possible action regarding BAL 1095, Tarp Estates Lot Split, 7.61 acres, R-1, R-3, RM, and SP 86B, south of Washington Street, one half mile west of Elm Place

Motion by Ricky Jones to approve Agenda Items A through F, per Staff recommendations. The motion was seconded by Lee Whelply.

Aye: 4 - Carolyne Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

Absent: 1 - Mark Jones

- C. [16-979](#) **Consideration and possible action regarding BAL 1098, Tiger Hill Plaza Lot Split, 30.41 acres, CG and IL/PUD 205B, southwest corner of Kenosha Street and 9th Street**

Motion by Ricky Jones to approve Agenda Items A through F, per Staff recommendations. The motion was seconded by Lee Whelply.

Aye: 4 - Carolyne Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

Absent: 1 - Mark Jones

- D. [16-939](#) **Consideration and possible action regarding PT15-117A, Revised Preliminary Plat, Crossings at Lynn Lane, 244 lots, 87.28 acres, A-1 to RS-3, north and east of the northeast corner of Washington Street and 9th Street**

Motion by Ricky Jones to approve Agenda Items A through F, per Staff recommendations. The motion was seconded by Lee Whelply.

Aye: 4 - Carolyne Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

Absent: 1 - Mark Jones

- E. [16-930](#) **Consideration and possible action regarding PT15-118, Conditional Final Plat, 51 Aspen Mini-Storage, 1 lot, 5.82 acres, A-1 to PUD 248/IH, one-third mile west of Evans Road, south of State Highway 51**

Motion by Ricky Jones to approve Agenda Items A through F, per Staff recommendations. The motion was seconded by Lee Whelply.

After the vote, Fred Dorrell said this item will be heard by City Council on September 6, 2016, at 6:30, p.m.

Aye: 4 - Carolyne Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

Absent: 1 - Mark Jones

- F. [16-924](#) **Consideration and possible action regarding PT15-119A, Revised Preliminary Plat, Kum & Go 837 a replat of Lot 1, Block 1 of BOL Addition & Lot 9, Block 2 of Prairie Dale Addition, 1 lot, 2.87 acres, A-RS1 and CN to PUD 247A/CN, west of Oneta Road, north of State Highway 51**

Motion by Ricky Jones to approve Agenda Items A through F, per Staff recommendations. The motion was seconded by Lee Whelpley.

Aye: 4 - Carolyn Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

Absent: 1 - Mark Jones

5. Consideration of Items Removed from Consent Agenda

None

6. Public Hearings

A. [16-908](#) Public hearing, consideration, and possible action regarding BAZ 1960, Margaret Couch Scraper Family Trust, 40 acres, A-1 to RS-3, one-half mile south of Houston Street, one-quarter mile east of 23rd Street, north of the M.K.&T. Railroad

Brent Murphy presented the background for BAZ-1960 saying, BAZ 1960 is a request to change the zoning designation on 40 acres of undeveloped land from A-1 (Agricultural) to RS-3 (Single-Family Residential). This property is located one-half mile south of Houston Street, one-quarter mile east of 23rd Street, north of the M.K.&T. Railroad and south of the Oak Creek South Estates subdivision.

Mr. Murphy said access to this property is limited, due to the railroad to the south and undeveloped properties to the northwest, and an industrial PUD to the east. Two stub streets from the Oak Creek South Estates subdivision will be the only access points to this property. Staff has suggested using the undeveloped property to the northwest as a construction entrance to mitigate concerns of residents about heavy equipment moving through the Oak Creek South Estates subdivision during construction. This 40-acre development is classified as Level 2 in the Comprehensive Plan and RS-3 is allowed in Level 2; therefore, Staff recommends that BAZ 1960 be approved, subject to the property being platted and construction access be provided from the northwest to County Line Road.

Fred Dorrell asked the applicant is present and to step to the podium.

Bill Richert, representing the property owner's, 6333 S. Blueback, Tulsa, OK said they are in agreement with the Staff recommendations. He said they are currently working on the other access point, recommended by Staff.

Fred Dorrell opened the public hearing and asked if anyone wished to speak on this item.

Ed Canella, 2913 E. Oakridge Street, Broken Arrow said his property is adjacent to the proposed development and is concerned about drainage due to current flooding issues. He said he is concerned about traffic issues and roadway damage as the streets

currently have pot-holes and damage. He said he is concerned about privacy and asked if there will be a fence and who will maintain it.

Fred Dorrell said the application at hand is for rezoning only and hydrology and other factors will be considered at the time of development.

Brent Murphy said a preliminary plat and conditional final plat will be submitted and drainage will be addressed as part of their engineering submittals. He said the engineering drawings will be reviewed by the City's Stormwater Division to ensure the plans are in conformance to the City's codes and regulations. He said there are no requirements for fencing as this application is not a PUD and is straight zoning.

Michael Skates said when the engineering drawings are reviewed by Staff they will most likely see the current flooding issue and improve it. He said the current subdivision is fairly old and the City has been working in the subdivision to repair the streets. Traffic should not be too significant. The streets are public and if there are any issues or concerns, Mr. Canella may contact the City's Action Center or Street Department to have someone evaluate the area. The City has an ongoing program to rehabilitate public streets and this year the City acquired additional tax funds; therefore, the City will be planning repairs on arterial and residential public streets.

Fred Dorrell asked if anyone else wished to speak on this item.

Ronald Berry, 1312 S. 32nd Street, Broken Arrow said he lives in Oak Creek South and is concerned that the sewer, for this development, will be too small. He asked if the City will protect the resident's in the event the line is too small.

Michael Skates said the answer is yes and believes the line flows to the southeast. He said they will be tying onto the existing sanitary sewer system and go across 23rd Street. He said it will not go through the Oak Creek South neighborhood, it will connect to the interceptor line that runs north and south, down 23rd.

Mr. Berry said he is concerned there will be sewage back ups due to the line being to small and asked if the City will take care of the resident's. Mr. Skates said the consultant will be required to submit drawing plans for review. Mr. Skates told Mr. Berry he can contact Staff at anytime to check the status of the project and look at drawings.

Fred Dorrell asked if anyone else wished to speak on this item. No one responded. Mr. Dorrell closed the public hearing.

MOTION by Lee Whelpley to approve BAZ-1960, per Staff recommendation. The motion was seconded by Carolyn Isbell-Carr.

After the vote, Fred Dorrell said this item will be heard by City Council on September 6, 2016, at 6:30 p.m.

Aye: 4 - Carolynne Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

Absent: 1 - Mark Jones

B. [16-898](#) Public hearing, consideration, and possible action regarding BAZ 1961, Crossings at Lynn Lane, 26.95 acres, A-1 to RS-3, one-quarter mile east of 9th Street, north of Washington Street

Brent Murphy presented the background for BAZ-1961 saying, BAZ 1961 is a request to change the zoning designation on 26.95-acres of undeveloped land from A-1 (Agricultural) to RS-3 (Single-Family Residential). The property is located one-quarter mile east of 9th Street, north of Washington Street. The Crossings at Lynn Lane, immediately to the north and west of this property, is currently being developed. He said the applicant is in the process of acquiring this property and wants to expand the Crossings at Lynn Lane development onto this property.

Mr. Murphy said their revised preliminary plat, that includes this property, was submitted with this rezoning request and was just approved as an item on the Consent Agenda. He said this property is designated as Levels 2 and 3 in the Comprehensive Plan. RS-3 zoning is identified as being in conformance with the Comprehensive Plan in Level 2. In Level 3, RS-3 zoning is identified as “possible” . To be in conformance with the Comprehensive Plan, the proposed RS-3 zoning must be an extension of an adjacent R-2, RS-2, R-3, or RS-3 district and would not preclude access to a potential higher intensity use from an arterial street. The property associated with BAZ 1961 is proposed to be developed in conjunction with the Crossings at Lynn Lane development, which was zoned RS-3, subject to platting. Therefore, the RS-3 zoning proposed with BAZ 1961 is an extension of an adjacent RS-3 district and is considered to be in conformance with the Comprehensive Plan. Staff recommends that BAZ 1961 be approved, subject to the property being platted.

Fred Dorrell asked if the applicant is present and would step to the podium.

Andrew Shank, Eller and Detrich, 2727 E. 21st., Ste. 200, Tulsa, said they are in agreement with Staff's recommendation. He said this application is a continuation of the previous re-zoning they did in the area.

Ricky Jones said it appears that there are more Phases, to this project, after this one and it is a continuation of what was first proposed. Andrew Shank said that is correct. Mr. Shank said the first phase was rezoned and had a conditional final plat done and is currently under construction. The rest will be done in phases.

Fred Dorrell opened the public hearing and asked if anyone wished to speak to this item. No one responded. Mr. Dorrell closed the public hearing.

MOTION by Ricky Jones to approve BAZ-1961, per Staff recommendations. The motion was seconded by Lee Whelpley.

After the vote, Fred Dorrell said this item will be heard by the City Council on September 6, 2016, at 6:30 p.m.

Aye: 4 - Carolynne Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

Absent: 1 - Mark Jones

C. [16-982](#) Public hearing, consideration, and possible action regarding PUD 205B-1, a request for a minor amendment to PUD 205B, Tiger Hill Plaza, 0.17 acres, IL/PUD 205B, south of the southwest corner of Kenosha Street and 9th Street

Brent Murphy presented the background for PUD-205B1 saying, Planned Unit Development (PUD) 205B-1 involves a 0.17-acres located south of the southwest corner of Kenosha Street and 9th Street on the City of Broken Arrow Tiger Hill property. This parcel is part of the City's Tiger Hill property and is part of PUD-205B.

Mr. Murphy said when PUD-205B was done it divided the area into three Development Areas - A, B, and C. Development Area A was for light industrial uses and Flight Safety leases most of the property associated with Development Area A. Development Area B, to the north, was for commercial uses. Development Area C was for the water tanks and towers.

Brent Murphy said the City of Broken Arrow is in the process of selling a portion of the property in Area B. This area was part of BAL-1098, lot split request that was part of the Consent Agenda approved earlier in this same agenda. He said there is a small 1.7-acre tract located in Area A, for industrial uses, that needs attached to area B. As a result, they have applied for this minor PUD change to allow those uses in the combined area.

Mr. Murphy said this property has already been platted; therefore, Staff recommends that PUD 205B-1 be approved as presented, with the suggestion that platting be waived.

Fred Dorrell asked if the applicant is present and in agreement with the Staff report.

Michael Skates, City of Broken Arrow, said they are in agreement.

Fred Dorrell opened the public hearing and asked if anyone wished to speak on this item. No one responded. Mr. Dorrell closed the public hearing.

MOTION by Ricky Jones to approve PUD-205B1, per the Staff report. The motion was seconded by Lee Whelpley.

Aye: 4 - Carolynne Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

Absent: 1 - Mark Jones

D. [16-909](#) Public hearing, consideration, and possible action regarding PUD 247A and BAZ 1962, Kum and Go 837, 2.87 acres for PUD 247A, A-1 to CN 1.15 acres for BAZ 1962, west of Oneta Road, north of State Highway 51

Brent Murphy presented the background for PUD-247A and BAZ-1962 saying, Planned Unit Development (PUD) 247A involves 2.87 acres located west of Oneta Road, north of State Highway 51. BAZ-1962 is a request to rezone a portion of that property, the north 1.15 acres, from ARS-1 to CN (Commercial Neighborhood) has been submitted in conjunction with PUD 247. The south part of the property is already zoned CN and has been replatted as Lot 1, Block 1 of BOL Addition.

Mr. Murphy said on February 2, 2016, the City Council approved PUD-247 on the south portion of this property- where Kum & Go has a new store being built. After their conditional final plat was approved, the applicant began the process to acquire Lot 9, Block 2, Prairie Dale, which is immediately to the north. They propose to enlarge their site plan to accommodate diesel fuel sales and parking for trucks. As a result, they are submitting PUD-247A, that encompasses what had been approved previously, along with a request for a major amendment to PUD 247, in addition to the 1.15 acres.

Brent Murphy said a request to change the Comprehensive Plan designation was reviewed and approved by the City Council on August 2, 2016, subject to the property being replatted, subject to the covenants being modified in accordance with State law to allow commercial use on the property, and a PUD being submitted that is similar in context to the draft PUD submitted with their Comprehensive Plan change request, BACP-153. The design statement and concept plan submitted with PUD-247A, tonight, is the same as the draft PUD submitted with BACP-153.

Mr. Murphy said a copy of the recorded Certificate to Vacate Lot 9, Block 2, was recorded in Wagoner County prior to the property being annexed. With PUD 247A, they are proposing to develop this property in accordance with the use and development regulations of the CN district with the modifications listed in the Staff report.

With the approval of BACP-153, this property is designated as Level 4 in the Comprehensive Plan and CN zoning is in accordance with Level 4. Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that PUD-247A and BAZ-1962 be approved as presented, subject to the property being replatted.

Fred Dorrell asked if the applicant is present and to step to the podium.

Cameron Smith, Olsson & Associates, 550 St. Louis Street, Springfield, MO said, to clarify, Kum & Go has acquired Lot 9 and now owns it. He said they vacated that lot prior to the annexation and then completed the Comprehensive Plan change process. The current store is under construction and a phase two portion, the north property, will

be added to it. A drive off Oneta Road will provide access to trucks, and diesel pumps with five parking stalls and buffer will be added.

Mr. Smith said the PUD document is similar to the PUD that was submitted before; however, it has been modified to accommodate the drive, increase the landscape buffer width and added to the east and west sides where it abuts residential property. He said they have submitted final engineering drawings, as a requirement of the Conditional Final plat submittal. He said the items noted, they are in agreement with the Staff report.

Ricky Jones said during the Comprehensive Plan change hearing the Commission discussed screening, runoff and dumpsters which was substantially in conformance with the original draft PUD. He said they have done a good job of trying to mitigate any negative impact that may occur to the surrounding land uses.

Fred Dorrell opened the public hearing and asked if anyone wished to speak to this item.

Trace Morgan, from Stillwater, OK, representing his father who lives at 9815 South 239th E. Avenue, said his father's house is the primary lot that will be affected by this proposed application. He said when they received the public hearing notification, there was no mention of a truck stop.

Mr. Morgan said approximately six weeks ago, a legal representative for Kum & Go stopped by his father's residence while he was visiting. Mr. Morgan said he voiced concern about noise from diesel trucks running and was told there would not be a truck stop, that Kum & Go was expanding. Mr. Morgan said he himself is a lawyer and the news provided by the legal representative was false and was presented as such to the surrounding property owners.

Trace Morgan said his father has lived in his home for more than twenty-five years and has helped build Broken Arrow as well as served his country in World War II. He said the Commission's decision on this application will decide whether his father can reside in peace each night. In addition, a truck stop will decrease his father's property value and make it impossible to sell. He said the attempts to buffer diesel trucks running all night will not work.

Mr. Morgan said they are very concerned about the misrepresentation of this development, and that the Planning Commission and neighborhood surrounding this property has been misled. He said the plans for this development are for a truck stop and they are prepared to fight this misrepresentation and the nuisance it will cause the neighborhood, and more particularly, his father. Trace Morgan asked the Commission to table this application and investigate what the neighbors were told by the representatives.

Fred Dorrell asked if the applicant wished to respond to Mr. Morgan's comments.

Cameron Smith, Olsson & Associates said they never intended to be a truck stop. He said they have not changed the store from what was originally submitted. There are no showers and no restrooms. The plan is for local trucks to park and come in the store with no overnight parking. They have evaluated the area and the highway, knowing there will be trucks and wish to accommodate them. There will be local delivery trucks to supply the store.

Mr. Smith said, to his knowledge, there has been no misrepresentation. He said they have been honest and upfront since the first site plan submittal in February. Mr. Joyce did go to their house and was asked not to contact them any further and Kum and Go has respected those wishes. He said there has been no other conflict since then.

Ricky Jones asked Mr. Smith what the distance is from the back of Mr. Morgan's house to the back edge of Kum & Go and inside, where the buffer is proposed.

Cameron Smith said the required 20 feet planted buffer starts at the property line and goes 20 feet into the property line. Ricky Jones asked what he would guess the distance is from the west property line to the back of Mr. Morgan's house. Mr. Smith said he would guess about 120 feet from Kum & Go's property to the back where the garage is and the house is to the west, so the house would be another 50 or 60 feet. Mr. Smith said the proposed parking is east of the buffer, or about another 20 feet.

Ricky Jones said he was trying to understand the distance separation between the back of the residence and the first parking space, which could be for a truck.

Cameron Smith said the first truck parking stall would be about 35 feet from the property line at the front stall which is angled and the back of the stall would be about 50-60 feet.

Ricky Jones asked Cameron if showers would be provided and what would typically be provided with a truck stop.

Cameron Smith said there will be no showers and no laundry facilities. He said trucks can park during any hours due to the hours of the store, but the intent is for trucks to get fuel and move on. There will only be three pumps so there is little room for a bunch of trucks to come in and out. Looking at traffic, it doesn't appear that there will be a lot of trucks however they do not know.

Lee Whelpley said the concern is the noise a truck would make all night long, compounded by the number of trucks. He asked if they have addressed this concern as a nuisance or problem.

Mr. Smith said it has been addressed in the form of a fence and a landscape buffer and the setback from the property. He said he does not know of any other option to do.

Lee Whelpley said the concern is noise and asked if there is a reason trucks cannot turn their trucks off all night.

Cameron Smith said they cannot control the trucks shutting on and off. He said the noise should not be any different than the noise from the highway traffic.

Ricky Jones said sometimes trucks have auxiliary power units running to keep the trailer cool. The noise should not be any louder than the trucks traveling the existing highway nearby.

Cameron Smith said they spoke with the neighbor directly to the north and accommodated what was requested. The owner said he was a truck driver for many years and after looking at the plans for this store he signed the form to vacate the plat and was fine with it. Mr. Smith said they had concerns with noise, lights and parking lot lights and once they saw dark sky pictures of other stores, they were fine with the plans.

Ricky Jones said the eastern most parking bay appears to be closest to the property to the north rather than the residence to the west. Cameron Smith said, as far as property line, it is. Mr. Smith said the back of that parking stall is about 22.3 feet.

Lee Whelpley asked how many trucks can the space accommodate. Cameron Smith said it depends on how many are traveling and would guess 2 or 3 at the most.

Trace Morgan stepped to the podium again and asked if it would be possible to ask Kum & Go to prohibit the overnight parking- through signage. He said posted signage stating no overnight parking allowed would alleviate most of the issues with this proposal. A sign would not prevent all people from abiding from by it but would eliminate concerns of the property owner to the north as well as our property to the west. He said if Kum and Go's intent is to not have trucks park overnight then why not post signs stating so. Signage would be inexpensive and alleviate the concerns.

Ricky Jones asked if the City can enforce the restriction requirement. Lesli Myers, City Attorney said she did not know about enforcing time limits.

Michael Skates said the intent of Kun & Go is to not have trucks park overnight. The highway traffic, most likely, decreases at night. He said the PUD can be modified to try and address noise issues caused by trucks and other vehicles. Previous PUD's have had restrictions such as no outdoor music at certain times, etc. This development is not a truck stop; it is for public use.

Discussion continued between Commission members.

Ricky Jones said said he is looking at the land use and this proposal fits the land use. He said he would not like to put restrictions on items that are not the Commission's expertise. The land owner can choose to put up signs; however, he is not comfortable

with proposing restrictions when the land use looks acceptable.

Discussion continued.

Carolyn Isbell-Carr said based on the location of the property, traffic and noise could be increased at specific times.

Discussion continued.

Lesli Myers said they can modify the PUD to post signage.

MOTION by Ricky Jones to approve PUD-247A, per Staff recommendations. This motion failed due to lack of a second motion.

MOTION by Lee Whelpley to approve PUD-247A per Staff recommendations and the addition of text in the PUD design statement that the applicant shall post signs on property stating no overnight parking for any large vehicles. The motion was seconded by Carolyn Isbell-Carr.

After the vote, Fred Dorrell said this item will be heard by the City Council on September 6, 2016, at 6:30 p.m.

Aye: 4 - Carolyn Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

Absent: 1 - Mark Jones

7. Appeals

None

8. General Commission Business

A. [16-875](#) Discussion regarding modifications to Section 3.3.D.3 of the City of Broken Arrow Zoning Ordinance regarding Storage Buildings

Michael Skates said the item before the Commission is a proposed amendment to the current zoning ordinance requirement for storage buildings. Currently Section 3.3.d.3 of the ordinance requires that storage buildings under 200 square feet, in residential districts, be 5 feet from lot lines and cannot be located in utility easements. Staff is proposing to change the language of this ordinance and create an Item “A” and Item “B” for storage buildings under 200 feet and storage buildings over 200 square feet. Currently storage buildings under 200 feet do not require a permit. Many storage buildings, throughout the city, that are less than 200 square feet get installed and are often in violation of the language written in the zoning code, which is difficult for Staff to enforce. He said in many instances, when the violation is discovered, the shed has been

at its location for 20 plus years which put the City in an awkward situation on whether the storage building should be moved or not. If one building is enforced, then property owners come forth with complaints that the surrounding neighbors have a storage building that is also in violation. This causes the issue to multiply and add a burden to Staff trying to figure out how to resolve.

Mr. Skates said Staff is recommending changes in an effort to resolve this. Item "A" would read, storage buildings not exceeding 200 square feet may be placed in rear yards in any A-1 or R-districts provided that projections beyond the exterior wall of the building do not extend over any lot line. For this section, the rear yard shall be defined as a yard extending between the side lot lines beginning from the rear of the main building and extending to the rear lot line. He said this language is from the building code. He said often times, property owners do not know about utility easement lines and install storage buildings over them. He said often the property will get sold, with the storage violation, and the new owner must address the issue.

Item "B" would read, storage buildings exceeding 200 square feet located in any A-1 or R district shall require a building permit and shall comply with all standards of the Zoning Ordinance applicable to the principal use with which they are associated. No part of the building, however, shall be located within a utility easement. He said buildings over 200 feet are rather large and do require permits which requires plotted drawings be submitted, that show utility easements, and they cannot build over them.

Mr. Skates said the goal is to help the residents of Broken Arrow from the proposed modifications. If the Commission has no issues with the proposed changes, Staff would like to move forward and advertise the changes then bring the item back to the Commission as a public hearing item.

Fred Dorrell asked if there are any height restrictions.

Michael Skates said there are height restrictions for accessory buildings associated with houses. He said typically when the building is under 200 square feet they aren't getting too big; however, some of the new ones have lofts in them which may be 14-15 feet, but they are limited to 35 feet. Staff's recommendation is for the building not be any higher than the roof line.

Lee Whelpley asked if storage buildings refers to 'moveable' buildings.

Michael Skates said most often when referring to 100 to 200 square foot buildings they are mobile and can be moved. Most often they do not have concrete pours. Some people may pour concrete floors and they are fairly easy to move. Over the years there has been concern with a building on a utility easement and a need for a utility company or city to access the easement, but those type of projects are set up with bid items to move them anyway.

Mr. Skates said the larger buildings generally have some type of concrete pour with a footing and foundation. Any building over 200 square feet requires permitting.

Ricky Jones said he is ok with the public hearing and permits. He said the only issue he has is the imaginary line, the 17.5-foot utility easement. He said a property is owned and the owner gives the right to City and franchise people to install their utilities there. As lots get smaller a 17.5 utility easement in the rear of the property limits the property owner

from doing anything. He said this can be discussed further at the public hearing.
The Commission members agreed that this item can move forward with a public hearing.

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

10. Adjournment

MOTION by Ricky Jones to adjourn at 6:05 p.m. The motion was seconded by
Carolynne Isbell-Carr.

Aye: 4 - Carolynne Isbell-Carr, Lee Whelpley, Fred Dorrell, and Ricky Jones

Absent: 1 - Mark Jones

NOTICE:

**1. ALL MATTERS UNDER "CONSENT" ARE CONSIDERED BY THE PLANNING
COMMISSION TO BE ROUTINE
AND WILL BE ENACTED BY ONE MOTION. HOWEVER, ANY CONSENT ITEM CAN BE
REMOVED FOR
DISCUSSION, UPON REQUEST.**

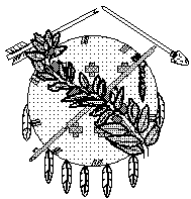
**2. IF YOU HAVE A DISABILITY AND NEED ACCOMMODATION IN ORDER TO
PARTICIPATE IN THE MEETING,
PLEASE CONTACT THE DEVELOPMENT SERVICES DEPARTMENT AT 918-259-8412,
TO MAKE ARRANGEMENTS.**

**3. EXHIBITS, PETITIONS, PICTURES, ETC. PRESENTED TO THE PLANNING
COMMISSION MAY BE RECEIVED
AND DEPOSITED IN CASE FILES TO BE MAINTAINED AT BROKEN ARROW CITY
HALL.**

**4. RINGING/SOUND ON ALL CELL PHONES AND PAGERS MUST BE TURNED OFF
DURING THE PLANNING
COMMISSION MEETING.**

POSTED on _____, _____ at _____ am/pm.

City Clerk



City of Broken Arrow

Fact Sheet

File #: 16-1016, Version: 1

Broken Arrow Planning Commission

08-25-2016

To: Chairman and Commission Members
From: Development Services Department

Title: Consideration and possible action regarding BAL 1097, Wiljo Interiors, 4.66 acres, IL, south of Albany Street, one-quarter mile east of Olive Avenue

Background:

Applicant: Jamie Williams
Owner: DH & K
Developer: Wiljo Interiors
Surveyor: John L. Libby Jr.
Location: South of Albany Street, one-quarter mile east of Olive Avenue
Size of Tract 4.66 total acres; Tract 1 - 2.23 acres and Tract 2 - 2.43 acres
Number of Lots: 2 proposed
Present Zoning: IL
Comp Plan: Level 6

Lot split request BAL 1097 involves a 4.66-acre parcel located south of Albany Street, one-quarter mile east of Olive Avenue. The property, which is zoned IL (Industrial Light) has been platted as Lot 3, Block 2 Henshaw Industrial Park South.

Applicant is proposing to split the lot into two parcels. Tract 1, the north parcel contains 2.23 acres, while Tract 2, the south parcel, has 2.43 acres. There is an existing building on Tract 1. Applicant is in the process of obtaining Tract 2 to construct a new building. The proposed lot split meets the minimum lot size, lot frontage, and building setback requirements of the IL district.

Most of the west part of the property is located within the 100-year floodplain of Haikey Creek. According to the stormwater division, any new buildings constructed on the property will need to meet the following criteria:

1. Floodplain Development Permit required.
2. Compensatory storage required (1:1) for any fill deposited in regulatory floodplain.
3. A finished floor minimum elevation is required for all new buildings on the property as floodplain is on the lot. Commercial structures have a minimum required elevation of 1.0' above the base flood elevation.
4. For each building, two elevation certificates, by a certified professional surveyor are needed: one before the slab is poured, and one post construction.

5. If the building is currently located in a floodplain, a LOMR-F application must be filed with FEMA. A licensed Professional Engineer must do the filing with FEMA.
6. Please note that City of Broken Arrow will permit a building with the above conditions, but No certificate of occupancy will be granted until FEMA approves the LOMR-F application.
7. The site is classified as an allowed fee in lieu of detention area.

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
Lot Split Exhibits and Legal Descriptions submitted by the applicant

Recommendation:

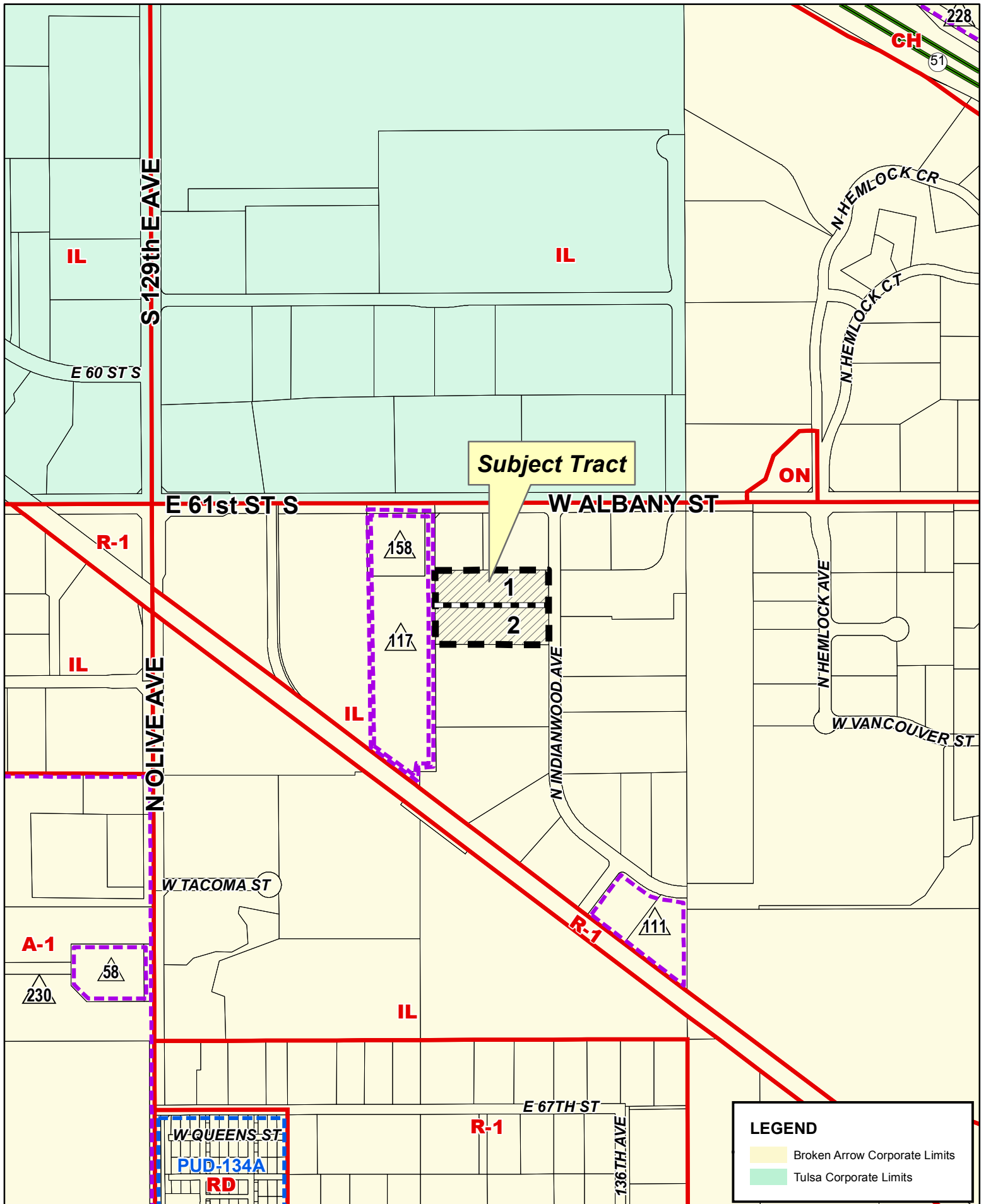
Staff recommends BAL 1097 be approved, subject to the following:

1. Warranty deeds for both parcels shall be brought simultaneously to the Planning Division to be stamped prior to being recorded in Tulsa County.
2. Development on the property shall occur in accordance with the criteria provided by the City of Broken Arrow Stormwater Division.

Reviewed By: Farhad Daroga

Approved By: Michael W. Skates

FKD: BDM

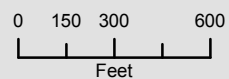


300' Radius



Subject
Tract

BAL-1097

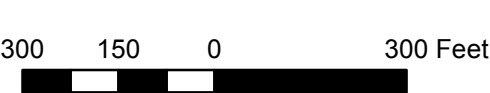


04 18-14





BAL 1097
Wiljo Interiors





John L. Libby, Jr., PLS 1806

7/25/2016
Signature Date



TRACT 2: 105,974 S.F.; 2.43 AC.

 CM

ELECTRIC METER
SIGN
SANITARY SEWER MANHOLE
CLEANOUT
FENCE LINE
SANITARY SEWER LINE
BURIED GAS LINE
OVERHEAD POWER LINES



2200 INDIANWOOD AVENUE, BROKEN ARROW, OK

		REVISIONS		
JOB NO.	16033			
FIELD DATE:	07/18/2016	1	7/25/2016	CORRECTED LEGAL DESCRIPTION
SHEET:	1 OF 1	NO.	DATE	DESCRIPTION

OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 6737
TEXAS FIRM REGISTRATION NO. 10193911
www.route66surveying.com john.libby@route66surveying.com



City of Broken Arrow

Fact Sheet

File #: 16-1018, Version: 1

Broken Arrow Planning Commission

08-25-2016

To: Chairman and Commission Members

From: Development Services Department

Title:

Consideration and possible action regarding PT15-119A, Conditional Final Plat, Kum & Go #837, a replat of Lot 1, Block 1 of BOL Addition & Lot 9, Block 2 of Prairie Dale Addition, 3.33 acres, A-RS1 and CN to PUD 247A/CN, west of Oneta Road, north of State Highway 51

Background:

Applicant: Cameron Smith, Olsson Associates

Owner: Nick Halfhill/Kum and Go

Developer: Kum and Go

Engineer: Olsson Associates

Location: West of Oneta Road, north of State Highway 51

Size of Tract 3.33 acres

Number of Lots: 1

Present Zoning: ARS-1 and CN

Proposed Zoning: PUD 247A/CN

Comp Plan: Level 4

The conditional final plat of Kum & Go #837 contains 3.33 acres located west of Oneta Road, north of State Highway 51. Kum and Go is proposing to construct a 6,321 square foot new store on this property and close their existing store on the east side of Oneta Road. The south part of this property has been previously platted as Lot 1, Block 1 of BOL Addition. On January 19, 2016, the City Council approved the vacation of the BOL Addition plat.

On February 16, 2016, the City Council approved the conditional final plat for Kum & Go 837 that contained 1.72 acres, subject to an attached checklist. After the conditional final plat was approved, applicant pursued acquiring Lot 9, Block 2, Prairie Dale immediately to the north. The covenants for Prairie Dale limited the use of most of the property in the subdivision (including Lot 9, Block 2) to single family residential uses. On July 5, 2016, a Certificate to Vacate Lot 9, Block 2, Prairie Dale Addition that released the covenant, conditions, and restrictions set out in the plat for Lot 9, Block 2 Prairie Dale Addition, was recorded in Wagoner County prior to the property being annexed into Broken Arrow.

Lot 9, Block 2, Prairie Dale was annexed into Broken Arrow on July 5, 2016, with Ordinance 3438. A revised preliminary plat was approved, subject to an attached checklist, by the Planning Commission on August 11,

2016 that incorporates Lot 9, Block 2, Prairie Dale Addition with the rest of the property. A revised PUD document, PUD 247A, and BAZ 1962 were approved by the Planning Commission on August 11, 2016, with the condition of language requiring the placement of a sign on the property prohibiting overnight parking be added to the PUD. PUD 247A and BAZ 1962 will be heard by City Council on September 6, 2016.

With this plat and PUD 247A, access is limited to two points on Oneta Road and one point onto State Highway 51. Water and sanitary sewer service to this property will be provided by Rural Water District #4. According to the FEMA maps, none of the property is located in a 100-year floodplain area.

Attachments: Checklist
Conditional final plat and covenants
Conceptual site plan
Prairie Dale plat

Recommendation: Staff recommends PT15-119A, conditional final plat for Kum & Go #837, be approved subject to the attached checklist.

Reviewed By: **Farhad Daroga**

Approved By: **Michael W. Skates**

FKD:ALY

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PLAT: Kum & Go 837, a replat of Lot 1, Block 1, of BOL Addition & Lot 9, Block 2 of Prairie Dale Addition
ANNEXATION ORDINANCE NUMBER: 3438
CASE NUMBER: PT15-119A
RELATED CASE NUMBERS: PUD-247, PUD-247A, BAZ-1962, BACP-153, PT15-119, ST16-100
COUNTY: Wagoner
SECTION/TOWNSHIP/RANGE: 21/18/15
GENERAL LOCATION: west of Oneta Road, north of State Highway 51
CURRENT ZONING: CN/PUD-247 to CN/PUD-247A
SANITARY SEWER BASIN: Lynn Lane
STORM WATER DRAINAGE BASIN: Adams Creek

ENGINEER: Olsson Associates
ENGINEER ADDRESS: 550 St. Louis Street
Springfield, MO 65808
ENGINEER PHONE NUMBER: 417-890-8802

DEVELOPER: KG Store 837, LLC
DEVELOPER ADDRESS: 6400 Westown Parkway
Des Moines, IA 50266
DEVELOPER PHONE NUMBER: 512-226-0128

PRELIMINARY PLAT

APPLICATION MADE: July 1, 2016
TOTAL ACREAGE: 3.334
NUMBER OF LOTS: 1
TAC MEETING DATE: August 9, 2016
PLANNING COMMISSION MEETING DATE: August 11, 2016
COMMENTS:

1. _____ Delete references to "Proposed" to right-of-way dedications, easement dedications, and building line setbacks. On the notes regarding right-of-way, change to say, "Right-of-way dedicated by this plat".
2. _____ In the title description, change "PUD 247" to "PUD 247A".
3. _____ Include the development regulations of PUD 247A, as approved by the City Council, in the covenants.
4. _____ Identify the width of the utility easement along the east side of Lots 12 and 13, Block 2, Prairie Dale.
5. _____ Identify the "Proposed Detention Area" and "Proposed Detention Basin" as "Detention Easements".
6. _____ Revise the limits of no access along Oneta Road to coincide with PUD 247A.
7. _____ Identify what "M" and "P" represent in the legend.
8. _____ Delete the square footage and acreage under "Lot 1, Block 1" since it has been updated.
9. _____ Remove the portion of the 40-foot building line setback that is located in the Detention Easement next to State Highway 51.
10. _____ Vacation of Lot 9, Block 2, Prairie Dale shall be submitted to and approved by the City Council.
11. _____ Sheet 1: Provide reference to a known point to locate "Site Benchmark Square Cut in Concrete, El. 713.55" on east side of project."
12. _____ Sheet 2: The certification in the lower right portion of this sheet should read "Council" not "County."
13. _____ Place case number (PT15-119A) in lower right corner of plat.

CONDITIONAL FINAL PLAT

NAME OF CONDITIONAL FINAL PLAT: Kum & Go #837, a replat of Lot 1, Block 1 of BOL Addition & Lot 9, Block 2 of Prairie Dale Addition
APPLICATION MADE: August 1, 2016
TOTAL ACREAGE: 3.33
NUMBER OF LOTS: 1
TAC MEETING DATE: August 23, 2016
PLANNING COMMISSION MEETING DATE: August 25, 2016
CITY COUNCIL MEETING DATE: September 20, 2016
COMMENTS:

14. _____ Remove from plat the existing structures and associated dimensions.
15. _____ Remove from the plat references Lot 9 Prairie Dale Addition and Lot 1, Block 1 BOL addition.
16. _____ Covenants should reference PUD-247A development regulations.
17. _____ Make all the notes referencing right-of-way to say Right-of-Way dedicated by this plat.
18. _____ Add address disclaimer.
19. _____ Add Detention Determination Number, DD-070808-33 to the face page of the plat

CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT

LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?

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

CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?

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

- _____ BUILDING PAD ELEVATIONS ON EACH LOT PLACED ON A COPY OF THE FINAL PLAT
_____ MONUMENTS SHOWN ON PLAT
_____ SLOPE ANALYSIS (1:4) FOR LOTS ADJACENT TO DRAINAGE CHANNELS APPROVED

DEVELOPMENT SERVICES/ENGINEERING APPROVAL

- _____ STORMWATER PLANS, APPROVED ON:
_____ PAVING PLANS, APPROVED ON:
_____ WATER PLANS, APPROVED ON:
_____ SANITARY SEWER PLANS, APPROVED ON:
_____ SEWAGE DISPOSAL PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON:
_____ WATER PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____
_____ IS A SIDEWALK PERFORMANCE BOND DUE? _____ HAVE THEY BEEN SUBMITTED? _____
_____ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER
AND PAVING? (CIRCLE APPLICABLE) _____ HAVE THEY BEEN SUBMITTED? _____
_____ ENGINEERING DEPARTMENT/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 ENGINEERING DEPARTMENT FOR FINAL REVIEW ON:

FEES

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

____STORM WATER FEE-IN-LIEU OF DETENTION

\$_____

TOTAL FEE(S)

\$_____

FINAL PROCESSING OF PLAT

____DEVELOPMENT ENGINEER SUBMIT FINAL PLAT FOR MAYOR AND CITY CLERK SIGNATURE

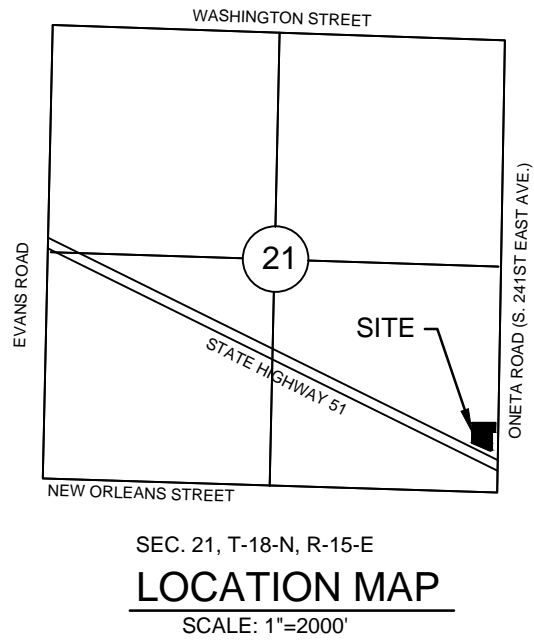
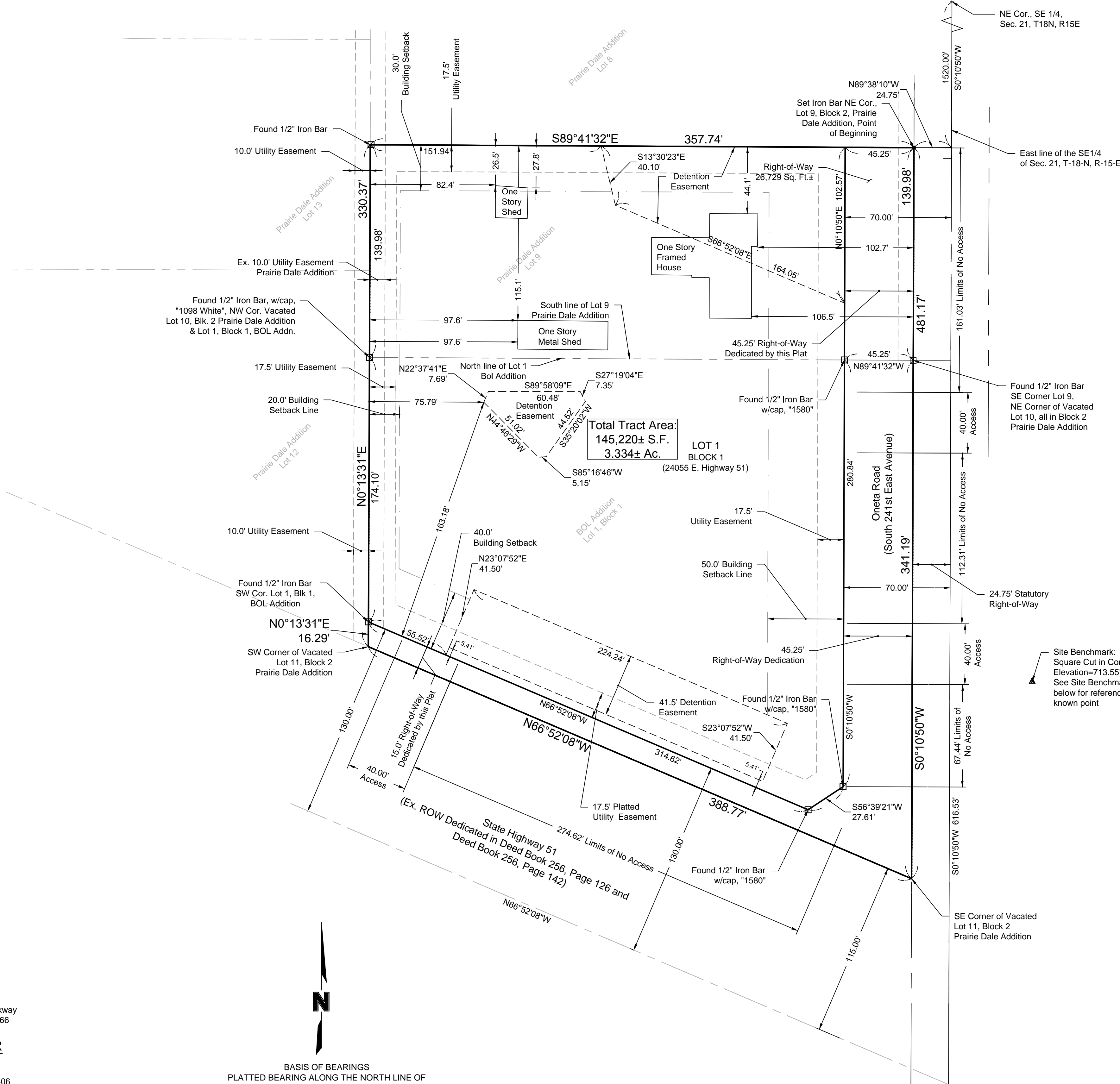
____FEES PAID ON: _____ IN THE AMOUNT OF: _____

____DEVELOPMENT ENGINEER PICK UP FINAL PLAT FOR FILING

____11 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT

____PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

CONDITIONAL FINAL PLAT
KUM & GO #837
"PUD 247A"
A REPLAT OF LOT 1, BLOCK 1 OF BOL ADDITION
& LOT 9, BLOCK 2 OF PRAIRIE DALE ADDITION
BEING A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION
21, TOWNSHIP 18 NORTH, RANGE 15 EAST, A SUBDIVISION IN THE CITY OF
BROKEN ARROW, WAGONER COUNTY, OKLAHOMA



BOUNDARY DESCRIPTION

A Replat of Lot 1, Block 1, BOL Addition & Lot 9, Block 2, PRAIRIE DALE Addition being a part of the East Half of the Southeast Quarter (E1/2, SE/4) of Section 21, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, being more particularly described as follows:

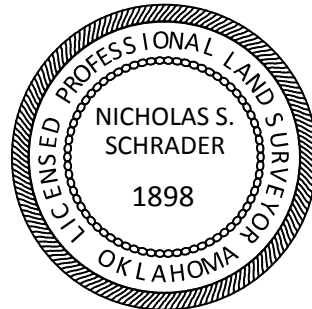
Commencing at the Northeast corner of the Southeast Quarter of Section 21, Township 18 North, Range 15 East; thence South 00 Degrees 10 Minutes 50 Seconds West along the East line of the Southeast Quarter a distance of 1,520.00 feet; thence North 89 Degrees 38 Minutes 10 Seconds West, a distance of 24.75 feet to the Northeast Corner of Lot 9 of the partially vacated Plat of Prairie Dale Addition, by Certificate to Vacate, filed in Book 1990 at Page 602 in the County Clerk's office of Wagoner County, Oklahoma for a POINT OF BEGINNING; thence South 00 Degrees 10 Minutes 50 Seconds West, along the East line of said Lot 9, a distance of 139.98 feet (140.0' Plat), to the Southeast corner of said Lot 9, Block 2 of said Prairie Dale Addition; thence South 00 Degrees 10 Minutes 50 Seconds West, parallel to the East line of said Section 21, a distance of 341.19 to the Southeast corner of Vacated Lot 11, Block 2 Prairie Dale Addition; thence North 66 Degrees 52 Minutes 08 Seconds West, along the South line of said Lot 11, a distance of 388.77 feet to the Southwest corner of said Lot 11; thence North 00 Degrees 13 Minutes 31 Seconds East along the West line of said Lot 11, the West line of Lot 1, BOL Addition, and its extension, and along the West line of said Lot 9, a distance of 330.37 feet to the Northwest corner of said Lot 9, thence South 89 Degrees 41 Minutes 32 Seconds East along the North line of said Lot 9, a distance of 357.74 feet (358.0' Plat) to the POINT OF BEGINNING. Said tract containing 145,220 square feet or 3.334 acres, more or less.

INFORMATION OF FACT

- This survey and plan is based upon the following data and/or exceptions:

	Yes	No	Item
a) Deed of Record	X		Book 1990, Page 597
b) Filed Maps	X		See Note 5
c) Title Search/Binder	X		Fidelity National Title Insurance Company, File No: 307186, Effective Date March 31, 2016 at 5:01PM
d) Other	X		See Note
- Certified To:** KG Store 837, LLC This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on July 28, 2015 and updated May 20, 2016, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "State Board of Licensure for Professional Engineers and Land Surveyors". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.
- This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.

The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and
- According to F.E.M.A. Flood Insurance Rate Map Community Panel Number:40145C0115H, Effective Date: April 17, 2012, this property does not lie within a designated flood plane and is Zone X.
- A Final Plat entitled, "Prairie Dale", a subdivision in the City of Broken Arrow, Wagoner County, Oklahoma, duly recorded on August 4, 1970, in the Wagoner County Clerk's Office in Plat Book 4, at Page 509, Plat Number PLC5-409B.
- An ALTA/ACSM Land Title Survey of Lot 1, Block 1 of Bol Addition, created by Hraok, Inc., dated May 23, 2011.
- An ALTA/ACSM Land Title Survey of Lot 9, Block 1 of Prairie Dale Addition, created by Olsson Associates, dated May 31, 2016.
- Total Number of Lots: 1 - Lot 1 in Block 1 of BOL Addition, Lot 9 in Block 2 of PRAIRIE DALE Addition, containing 145,220± Sq. Ft. or 3.334± Ac.

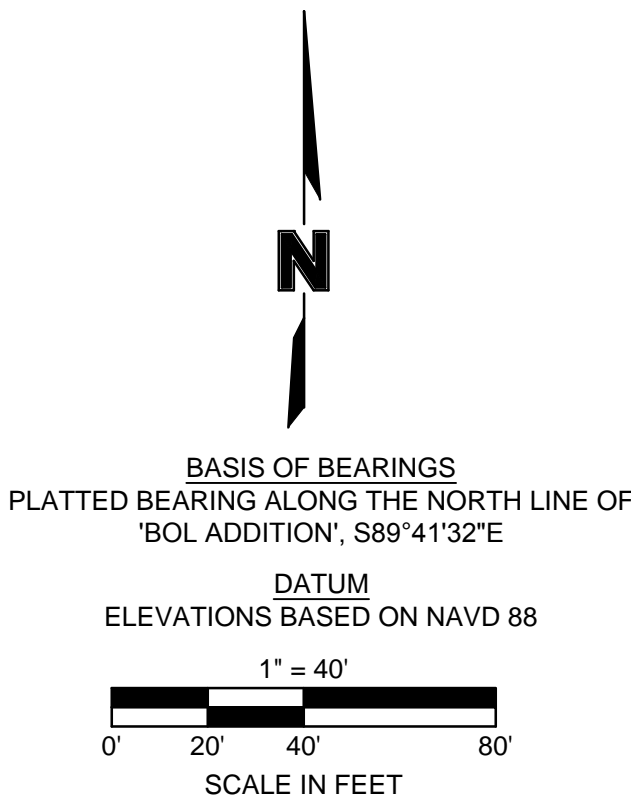


CONDITIONAL FINAL PLAT OF KUM & GO #837
"PUD 247A"
Case No.: PT15-119A
Sheet 1 of 2

OWNER
KG Store 837, LLC
6400 Westown Parkway
Des Moines, IA 50266
515-226-0128

SURVEYOR
Olsson Associates
550 St. Louis Street
Springfield, MO 65806
417-890-8802
Certificate of Authorization No. CA2483 (PE/LS)
Expires on June 30, 2017
Email: rgneff@olssonassociates.com

ENGINEER
Olsson Associates
550 St. Louis Street
Springfield, MO 65806
417-890-8802
Certificate of Authorization No. CA2483 (PE/LS)
Expires on June 30, 2017
Email: csmith@olssonassociates.com



Benchmark
5/8" Rebar with 1 1/2" Aluminum cap stamped "BA 20" on the North side of 101st Street, and approximately 0.5 miles West of Oneta Road. Elev.=687.187' (NAVD 1988)

Site Benchmark
Square cut in concrete approximately 351 feet South and 124 feet East of the Northeast corner of Proposed Lot 1, Block 1, Kum & Go #837. Elev.=713.55' (NAVD 1988)

LEGEND	
<input type="checkbox"/>	Found Iron Monument (As Noted)
●	Set 1/2" Rebar w/Plastic Cap, "OKCA-2483"
(M)	Measured Distance
(P)	Platted Distance

	DATE	REVISION	BY
drawn by: JRG			
surveyed by: BP			
checked by: RGN			
approved by: NSS			
project no.: 15-1926			
file name: V_FPLT_51926			
	08.16.16	Original Preparation	JRG

OLSSON ASSOCIATES

550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802
FAX 417.890.8805
www.oaconsulting.com

DEED OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS
KUM & GO #837

KNOW ALL MEN BY THESE PRESENTS:

KG Store 837, LLC hereinafter referred to as the "Owner/Developer, are the owners of the following described land in the City of Broken Arrow, Wagoner County, State of Oklahoma, to-wit:

A Replat of Lot 1, Block 1, BOL Addition & Lot 9, Block 2, PRAIRIE DALE Addition being a part of the East Half of the Southeast Quarter (E1/2, SE/4) of Section 21, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of Section 21, Township 18 North, Range 15 East; thence South 00 Degrees 10 Minutes 50 Seconds West along the East line of the Southeast Quarter a distance of 1,520.00 feet; thence North 89 Degrees 38 Minutes 10 Seconds West, a distance of 24.75 feet to the Northeast Corner of Lot 9 of the partially vacated Plat of Prairie Dale Addition, by Certificate to Vacate, filed in Book 1990 at Page 602 in the County Clerk's office of Wagoner County, Oklahoma for a POINT OF BEGINNING; thence South 00 Degrees 10 Minutes 50 Seconds West, along the East line of said Lot 9, a distance of 139.98 feet (140.0' Plat), to the Southeast corner of said Lot 9, Block 2 of said Prairie Dale Addition; thence South 00 Degrees 10 Minutes 50 Seconds West, parallel to the East line of said Section 21, a distance of 341.19 to the Southeast corner of Vacated Lot 11, Block 2 Prairie Dale Addition; thence North 66 Degrees 52 Minutes 08 Seconds West, along the South line of said Lot 11, a distance of 388.77 feet to the Southwest corner of said Lot 11; thence North 00 Degrees 13 Minutes 31 Seconds East along the West line of said Lot 11, the West line of Lot 1, BOL Addition, and its extension, and along the West line of said Lot 9, a distance of 330.37 feet to the Northwest corner of said Lot 9, thence South 89 Degrees 41 Minutes 32 Seconds East along the North line of said Lot 9, a distance of 357.74 feet (358.0' Plat) to the POINT OF BEGINNING. Said tract containing 145,220 square feet or 3.334 acres, more or less.

And have caused the above described tract of land to be surveyed, staked, and platted in conformity with the accompanying plat, and has designated the subdivision as "Kum & Go #837", a Subdivision in the City of Broken Arrow, Wagoner County, Oklahoma (hereinafter referred to as "Kum & Go #837" or the "Subdivision").

SECTION I. EASEMENTS AND UTILITIES

A. Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "U/E" or "utility easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid; provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relating 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 areas included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls that do not constitute an obstruction.

B. Underground Service

- Overhead poles may be located along the perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. The owner does hereby restrict the utility easements shown and designated on the accompanying plat to a single supply of electrical service.
- All supply lines in the Subdivision except those mentioned in paragraph 1 above, including electric, telephone, and cable television and gas lines shall be located underground in the easements reserved for general utility services 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.
- 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.
- The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserves the perpetual right, privilege and authority; to cut down, trim, or treat any trees and undergrowth on said easement.

C. Water and Sanitary Sewer Services

- 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.
- Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main, sanitary sewer main or storm sewer, or any construction activity which would interfere with public water mains, sanitary sewer mains or storm sewers shall be prohibited.
- Wagoner County Rural Water District No. 4, Oklahoma, or its successors, shall be responsible for the ordinary maintenance of public water mains and sanitary sewer mains, but the owner of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot, his agents or contractors.
- Wagoner County Rural Water District No. 4, Oklahoma, or its successors, shall at all times have the 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 sanitary sewer facilities.
- Where waterlines fall within a utility easement, that portion of the utility easement is for the use of Wagoner County Rural Water District No. 4, Oklahoma, or its successors. The easements dedicated herein for purpose of providing potable water are dedicated to Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District No. 4. Providers of utilities other than potable water may use said easements for the purpose installing and maintaining their own utilities.

D. Storm Sewer Services

- The owner of the lot shall be responsible for the protection of the storm sewers located on his lot.
- Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 1 foot from the contours existing upon the completion of the installation of a storm sewer, or any construction activity which would interfere with public storm sewers shall be prohibited.
- The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for the ordinary maintenance of public storm sewers, but the owner of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of his lot, his agents or contractors.
- 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 sewer facilities.

E. Gas Service

- Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of one foot from the contours existing upon the completion of the installation of a gas main or any construction activity which would interfere with a gas main shall be prohibited.
- The supplier of gas service shall be responsible for ordinary maintenance of gas 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 supplier of gas service 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 gas facilities.
- Underground gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main 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 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 5 foot strip extending 2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.

F. 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 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 any lot. The foregoing covenants set forth in this Paragraph F shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

G. Paving and Landscaping Within Easements

The owner of the land affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of water, sewer, storm sewer, natural gas, communication, cable television, or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, Wagoner County Rural Water District No. 4, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

H. Stormwater Detention Easement

- The owner/developer does hereby dedicate to the City of Broken Arrow Oklahoma for Public Use (Subject to Easements of Record) a perpetual easement on, over, and across the property designated and shown on the accompanying plat as Detention Easement (hereinafter referred to as the "Detention Easement Area") for the purpose of permitting the flow, conveyance, retention, detention and discharge of stormwater runoff from the lot within "Kum & Go #837"
- Detention, retention, and other drainage facilities constructed within the detention easement area shall be in accordance with the standards and specifications approved by the City of Broken Arrow, Oklahoma.

CONDITIONAL FINAL PLAT
KUM & GO #837
"PUD 247A"
A REPLAT OF LOT 1, BLOCK 1 OF BOL ADDITION
& LOT 9, BLOCK 2 OF PRAIRIE DALE ADDITION
BEING A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION
21, TOWNSHIP 18 NORTH, RANGE 15 EAST, A SUBDIVISION IN THE CITY OF
BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

- Detention, retention, and other drainage facilities shall be maintained by the owner to the extent necessary to achieve the intended drainage, retention, and detention functions including repair of appurtenances and removal of obstructions and siltation and the owner shall provide customary grounds maintenance within the detention easement area in accordance with the following standards:
- The Stormwater Detention Easement areas and facilities located on the property shall be maintained by the owner of the property upon which the detention easement is located at his cost in accordance with standards prescribed by the City of Broken Arrow, Oklahoma. In the event the owner should fail to properly maintain the detention, retention, and other drainage facilities, the City of Broken Arrow, Oklahoma, or its designated contractor may enter 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 owner. In the event the owner fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow, Oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the lot within "Kum & Go #837". A lien established as above provided may be foreclosed by the City of Broken Arrow, Oklahoma.

SECTION II. 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/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. If the undersigned Owner/Developer, or its successors 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.

B. Duration

These restrictions and covenants, 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 in Section I, Easements & Utilities may be amended or terminated at any time by written instrument signed and acknowledged by the owner and by the Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. No amendment that causes utility easement to be vacated is valid until the Owner obtains an appropriate ruling from the district court of Tulsa County, Oklahoma or the written consent of all utility users.

D. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement, 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.

PUD 247 DEVELOPMENT REGULATIONS

The property associated with this PUD shall be developed in accordance with the Broken Arrow Zoning Ordinance and the use and development regulation of the CN (Commercial Neighborhood) district, except as note below.

Parking

- Existing: The parking requirement is 1 space per 200 SF of building area plus one space per pumping station. Based on building area of 6,321 GSF and 14 pump spaces, this requires 46 spaces.
- Propose: Modify the parking requirement to 1 space per 300 SF of building area plus one space per pumping station. The spaces for the pumping station are proposed to occur at the actual pump and not in the parking lots stalls. Based on building area of 6,321 GSF and 14 pump spaces, this requires 22 parking spaces and 14 pumping station spaces accounted for at the pumps.

Drives

- Existing: The maximum drive width shall be 36' wide.
- Propose: Modify to allow for a maximum drive width of 40' wide.
- Existing: The maximum drive curb radius is 15'.
- Propose: Modify to allow for a maximum drive curb radius of 25' for access to Highway 51 and 40' for access to Oneta Road.
- Existing: The distance between the centerline of the driveways and the centerline of intersecting streets shall be a minimum of 250'.
- Propose: Modify to allow for distance between the centerline of the driveways and the centerline of intersecting streets shall be a minimum of 210'. Only one point of access shall be allowed to State Highway 51, and two points of access shall be allowed to Oneta Road. The access points shall be located as shown on the conceptual site plan.
- Existing: All curb cuts shall be spaced at least 250' apart, centerline-to-centerline. In addition, the centerline of the access point shall either align with or be offset at least 200' from any access points on the opposite side of the street when a raised median is not present.
- Propose: Modify to allow all curb cuts shall be spaced at least 120' apart, centerline-to-centerline. In addition, the centerline of the access point shall be less than 20' of offset or greater than 80' from any access points on the opposite side of the street when a raised median is not present. The access point shall be located as shown on the conceptual site plan.

Signs

- Existing: No freestanding sign is permitted within 1,500 feet of a preexisting off-premises advertising sign.
- Propose: Modify so that no freestanding sign is permitted within 300 feet of a preexisting off-premises advertising sign.
- Existing: A freestanding sign shall not exceed 20' in height except as modified by the following: additional height may be granted for additional setbacks, measure from the ultimate right-of-way line on a 1' vertical to a 2' horizontal basis, to a maximum of 30' high.
- Propose: Modify to a freestanding sign shall be installed in accordance with the Zoning Ordinance, but shall not exceed 30 feet' in height. Sign shall be located at least 20 feet away from the property line. Display area of sign shall not exceed 100 square feet per side and shall have a maximum of 2 sides.

Setbacks

- Existing: In a CN zoning district, the minimum front yard building setback is 50'.
- Propose: Modify to in a CN zoning district, the minimum front yard building setback along Highway 51 is 40'.

Landscaping

- Existing: The landscape edge shall be a minimum width of 10'.
- Propose: Modify so that the landscape edge shall be a minimum width of 12' along Highway 51 and 10' wide along Oneta Road.
- Existing: One tree is required per 50 lineal feet of street frontage.
- Propose: Landscaping shall be provided in accordance with the Zoning Ordinance except that one tree shall be installed per 30 lineal feet of street frontage along both State Highway 51 and Oneta Road. The required trees shall be located adjacent to the respective street frontage. All trees installed on the property shall be medium to large trees, except where there are conflicts with overhead power lines.
- Existing: Whenever a nonresidential use is proposed adjacent to a property with a residential zoning or residential use, the nonresidential use shall provide a landscape buffer of at least 10' in width within the nonresidential property, planted with either a minimum of 1 medium to large evergreen tree and 10 shrubs for each 30 linear feet or 1 medium to large evergreen tree for each 20 linear feet. A berm or masonry wall may be placed within the landscape edge in lieu of the required shrubs.
- Propose: Whenever a nonresidential use is proposed adjacent to a property with a residential zoning or residential use, the nonresidential use shall provide a landscape buffer of at least 20' in width within the nonresidential property planted with 1 medium to large evergreen tree for each 20 linear feet. In areas where the existing utility easements occur or within buffer, tree plantings may be shifted to provide buffer, but not impact utility easements which may result in trees outside of buffer. In areas where grade elevation is higher at the improvements than the grade in the buffer, tree plantings may be shifted outside the buffer to provide a higher screen and closer to the improvements.

Lighting

- Existing: Light poles shall not be placed in utility easements adjacent to street right-of-ways.
- Propose: Modify to allow one light pole to be placed in utility easements adjacent to street right-of-ways and property owner assumes all liability and replacement responsibilities for any damage to light poles placed in utility easements. The light shall be a maximum of a 14' high pole and located near the air machine as shown on the conceptual site plan.

Additional Requirements and Allowances

- An 8' high wood screen fence is required along the north property line and portions of the west and east property line. Fence shall be installed in accordance with the Zoning Ordinance along the north property line, except that it shall not be installed over the existing sanitary line at the northwest corner of the property. A fence shall be installed along the west property line where property abuts a residential use. Along west property line, the fence shall be shifted east from property line to accommodate existing sanitary sewer line and easement. A fence shall be installed along the east property line north of the northern access drive where the property is across Oneta Road from a residential use. Also, if necessary, fence shall have a gap to accommodate storm water drainage spillway or shall be raised above ground along bottom so that it does not block the stormwater flow. The commercial property owner shall be responsible for the maintenance of the fence. Since the fence will be installed along the common property line, installation of the fence shall be coordinated with the adjacent property owner.
- Freestanding signs, including the pole structure, shall be covered/constructed so that the facing material is similar to the building facing material.
- At the driveways, lanes shall be striped for entrance and exit lanes.
- If allowable by Oklahoma Department of Transportation, a paved shoulder taper transition will be provided along Highway 51 to transition to driveway.
- One sculpture shall be allowed on the site with an overall height of 8' tall measure from the top of foundation. Sculpture shall have a footprint no larger than 4' X 9'.
- A sign shall be installed that states "Overnight Parking Prohibited".

OWNER'S CERTIFICATE

In Witness Whereof, KG Store #837, LLC, has executed this instrument this _____ day of _____, 2016.

KG Store #837, LLC

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____ SS.

On this _____ day of _____, in the year 2016, before me, a Notary Public in and for said state, personally appeared _____, to me personally known, who, being by me duly sworn did say that he/she is the _____ of KG Store #837, LLC, a Limited Liability Company of the State of _____, and that said document was signed in behalf of said Limited Liability Company by authority of its _____ and said _____ acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____ the day and year first above written.

Notary Public: _____
Print Name: _____

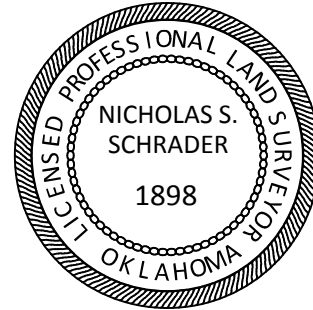
My term of office expires: _____

"Notary Seal"

CERTIFICATE OF SURVEY

Know all men by these presents:

That I, Nicholas S. Schrader, a licensed professional land surveyor in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as KUM & GO #837, 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 practices and meets or exceeds the Oklahoma Standards for the practice of land surveying.



Nicholas S. Schrader, OK PLS 1898
Olsson Associates, OK CA 2483
nschrader@olssonassociates.com

Date

The foregoing Certificate of Survey was acknowledged before me on this _____ day of _____, 2016, by Nicholas S. Schrader.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____ the day and year first above written.

Notary Public: _____
Print Name: _____

My term of office expires: _____

"Notary Seal"

CERTIFICATE OF WAGONER COUNTY CLERK

I, Carolyn Kusler, The County Clerk of Wagoner County, do here and now state the subdivision called KUM & GO #837 as been filed into Wagoner County Records.

Carolyn Kusler, Wagoner County Clerk

CERTIFICATE OF TREASURER

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

Print Name: _____

Signature: _____, Deputy

CERTIFICATE OF CITY COUNCIL

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

Mayor

attest: City Clerk

CONDITIONAL FINAL PLAT OF KUM & GO #837
"PUD 247A"
Case No.: PT15-119A
Sheet 2 of 2



drawn by: JRG	DATE	REVISION	BY
surveyed by: BP			
checked by: RGN			
approved by: NSS			
project no.: 15-1926			
file name: V_FLPT_51926	08.16.16	Original Preparation	JRG
		550 St. Louis Street Springfield, MO 65806	TEL 417.890.8802 FAX 417.890.8805 www.ooconsulting.com



City of Broken Arrow

Fact Sheet

File #: 16-1019, **Version:** 1

Broken Arrow Planning Commission

08-25-2016

To: Chairman and Commission Members
From: Development Services Department

Title: Consideration, and possible action regarding PT16-105, Preliminary Plat, Spring Hill at Forest Ridge, 31.82 acres, R-1/PUD-66 to R-1/PUD-66F, south of Kenosha Street, one half mile west of Oak Grove Road

Background:

Applicant: Tim Terral, TEP
Owner: The Robson Companies
Developer: The Robson Companies
Engineer: Tulsa Engineering & Planning Associates, Inc.
Location: South of Kenosha Street, one half mile west of Oak Grove Road
Size of Tract 31.82 acres (2.77 acres for Wellstone Park)
Number of Lots: 82
Present Zoning: R-1/PUD 66
Comp Plan: Level 2

The preliminary plat for Spring Hill at Forest Ridge contains 31.82 acres, located south of Kenosha Street, one half mile west of Oak Grove Road. The proposed development includes 82 single-family lots on 31.82 acres, on all public streets. Between this proposed subdivision, Spring Hill at Forest Ridge, and the subdivision to the west, Wellstone II, there will be a 2.77-acre park for the common use of these neighborhoods. This park, which will be maintained by the Forest Ridge Homeowner's Association, will not be platted.

In conjunction with PT16-105, PUD 66F, an application for a minor amendment to PUD 66, has also been submitted to amend rear yard setbacks and side yard requirements for corner lots.

Water and sanitary sewer service to this property will be provided by the City of Broken Arrow. According to the FEMA maps, none of the property is located in a 100-year floodplain area. The south and west boundaries of the property abut the Forest Ridge Golf Course.

Attachments: Checklist
Preliminary Plat and Covenants
Conceptual Utility plan

Recommendation:

Staff recommends PT16-105, preliminary plat for Spring Hill at Forest Ridge, be approved, subject to the attached checklist.

Reviewed By: **Farhad Daroga**

Approved By: **Michael W. Skates**

FKD:ALY

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PLAT: Spring Hill at Forest Ridge

CASE NUMBER: PT16-105

RELATED CASE NUMBERS: BAZ-1080, PUD-66

COUNTY: Wagoner

SECTION/TOWNSHIP/RANGE: 11-18-15

GENERAL LOCATION: South of Kenosha Street, one-half mile east of Midway, between Midway and Oak Grove Road

CURRENT ZONING: A-1, PUD-66

SANITARY SEWER BASIN: Adams Creek

STORM WATER DRAINAGE BASIN: Timber Creek

ENGINEER: Tulsa Engineering and Planning (TEP)

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

Tulsa, OK 74146

ENGINEER PHONE NUMBER: 918-359-6413

DEVELOPER: The Robson Companies, Inc.

DEVELOPER ADDRESS: 901 North Forest Ridge Blvd.

Broken Arrow, OK 74014

DEVELOPER PHONE NUMBER: 918-357-2787

PRELIMINARY PLAT

APPLICATION MADE: August 1, 2016

TOTAL ACREAGE: 31.82

NUMBER OF LOTS: 82

TAC MEETING DATE: August 23, 2016

PLANNING COMMISSION MEETING DATE: August 25, 2016

COMMENTS:

1. ☐ Add Case Number (PT16-105) in lower right corner of plat.
2. ☐ Include PUD 66 and PUD 66F development regulations in the covenants.
3. ☐ Provide Document Number for all the easements shown to be dedicated by separate instrument. Document number shall be shown on the plat prior to the plat being recorded.
4. ☐ Review Section 1.2 of the covenants. Traffic control median "D" has been omitted. The covenants state a monument sign will be located in TCM A, but it appears the sign will probably be located in TCM B shown on the plat.
5. ☐ Lot 1, Block 6 shows a 25-foot wide B/L and U/E along the east side. Is this correct? If it is, then a driveway access limitation is not needed.
6. ☐ Add PUD 66F to title description.
7. ☐ Add name, as assigned by the City of Broken Arrow, to the short street the connects with Kenosha Street.
8. ☐ Provide means for locating traffic control medians. Width of right-of-way around traffic control medians shall be shown.
9. ☐ On the face of the plat and in the covenants, state that no vehicular access is allowed along street frontages with D.A.L. and the setback for the garage is less than 25 feet.
10. ☐ Identify the width of the right-of-way for the entry street from Kenosha Street.
11. ☐ Show a five-foot wide fence and landscape easement next to Kenosha Street. Identify in the covenants who is responsible for maintaining the fence and landscaping along Kenosha Street.
12. ☐ Submit a landscape plan and fence plan for the area along Kenosha Street. Landscape plan and fence plan shall be approved prior to the plat being recorded.
13. ☐ Acknowledge in writing, email is acceptable, that all the lots meet the minimum lot frontage requirements of PUD 66. It is difficult to tell on some of the pie shaped lots.
14. ☐ Add street addresses as assigned by the City of Broken Arrow.
15. ☐ Block 7 in the Lot Addresses table should be Block 6.
16. ☐ Complete the Backflow Preventer Table.
17. ☐ Submit a detention determination in to the Stormwater Management Division and fill in the note on the cover sheet referring to the assigned detention determination number.

18. _____ Delineate the FEMA 100-year floodplain boundary of Timber Creek on the offsite property to the south. Use the floodplain delineation from the September 30, 2016 effective date FIRM Panel. Label the September 30, 2016, effective date and the FIRM panel number.
19. _____ If an offsite stormwater detention facility is to be constructed as proposed within the offsite stormwater detention facility easement, a section within the covenants shall address the fact that the offsite detention facility will provide detention for this development.
20. _____ The easement by separate instrument for stormwater detention filed document number shall be listed on the face of the plat and a section within the covenants shall address the detention (see above comment 19).

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:

21. _____
22. _____
23. _____
24. _____

CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT

LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?

_____ NATURAL GAS COMPANY APPROVAL

_____ ELECTRIC COMPANY APPROVAL

_____ TELEPHONE COMPANY APPROVAL

_____ CABLE COMPANY APPROVAL

CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?

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

_____ BUILDING PAD ELEVATIONS ON EACH LOT PLACED ON A COPY OF THE FINAL PLAT

_____ MONUMENTS SHOWN ON PLAT

_____ SLOPE ANALYSIS (1:4) FOR LOTS ADJACENT TO DRAINAGE CHANNELS APPROVED

DEVELOPMENT SERVICES/ENGINEERING APPROVAL

_____ STORMWATER PLANS, APPROVED ON:

_____ PAVING PLANS, APPROVED ON:

_____ WATER PLANS, APPROVED ON:

_____ SANITARY SEWER PLANS, APPROVED ON:

_____ SEWAGE DISPOSAL PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON:

_____ WATER PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____

_____ IS A SIDEWALK PERFORMANCE BOND DUE? _____ HAVE THEY BEEN SUBMITTED? _____

_____ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER AND PAVING? (CIRCLE APPLICABLE) _____ HAVE THEY BEEN SUBMITTED? _____

_____ ENGINEERING DEPARTMENT/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 ENGINEERING DEPARTMENT FOR FINAL REVIEW ON:

FEES

____ FINAL PLAT PROCESSING FEE	\$ _____
____ WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
____ EXCESS SEWER CAPACITY FEE	\$ _____
____ ACCELERATION/DECELERATION LANES ESCROW	\$ _____
____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
____ STREET SIGNS, LIGHTS, ETC. (10 reqd per Robert Cook)	\$ _____
____ STORM WATER FEE-IN-LIEU OF DETENTION	\$ _____

TOTAL FEE(S) \$ _____

FINAL PROCESSING OF PLAT

____ DEVELOPMENT ENGINEER SUBMIT FINAL PLAT FOR MAYOR AND CITY CLERK SIGNATURE
____ FEES PAID ON: _____ IN THE AMOUNT OF: _____
____ DEVELOPMENT ENGINEER PICK UP FINAL PLAT FOR FILING
____ 11 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT
____ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

Spring Hill at Forest Ridge

A subdivision in the City of Broken Arrow, being a part of the
N/2 of Section 11, Township 18 North, Range 15 East,
Wagoner County, State of Oklahoma



100 50 0 100 200 300

SCALE: 1"=100'

OWNER / DEVELOPER

The Robson Companies, Inc.,

an Oklahoma corporation

901 North Forest Ridge Boulevard
Broken Arrow, Oklahoma 74014

918.357.2787

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

an Oklahoma corporation

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

918.252.9621

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

Lot Addresses

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

Lot	Addresses	Lot	Addresses	Lot	Addresses
1	0	1	0	1	0
2	0	2	0	2	0
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CERTIFICATE OF DEDICATION AND
RESTRICTIVE COVENANTS
FOR
SPRING HILL AT FOREST RIDGE
PUD 66

KNOW ALL MEN BY THESE PRESENTS:

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

A tract of land located in the N/2 of Section 11, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the North Quarter Corner of Section 11, T-18-N, R-15-E;

Thence S 89/40°27'E along the north line of the NE/4 of Section 11 a distance of 1317.76 feet to the northeast corner of the W/2 of the NE/4 of Section 11;

Thence S 00/03°16'W along the east line of the W/2 of the SE/4 of Section 11 a distance of 672.06 feet;

Thence S 73/00°00'W a distance of 121.36 feet to a non-tangent curve to the left;

Thence along a non-tangent curve to the left with a central angle of 02/54°26", a radius of 300.00 feet, an arc length of 15.22 feet, a chord bearing of S 18/57°23'E and a chord length of 15.22 feet;

Thence S 69/35°24'W and not tangent to the previous curve a distance of 50.00 feet;

Thence S 78/12°21'W a distance of 252.36 feet;

Thence S 68/44°34'W a distance of 133.96 feet;

Thence S 37/12°15'W a distance of 151.63 feet;

Thence S 53/16°20'W a distance of 870.86 feet to the east line of a 130 foot PSO perpetual easement and right-of-way recorded in Book 374, Page 573, in the records of the Wagoner County Clerk's office;

Thence N 00/03°40'W along the east line of said perpetual easement and right-of-way a distance of 1103.58 feet;

Thence N 89/40°26'W a distance of 122.15 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 29/39°35", a radius of 275.00 feet, an arc length of 142.36 feet, a chord bearing of N 74/50°39'W and a chord length of 140.77 feet to a reverse curve to the left;

Thence along a reverse curve to the left with a central angle of 29/39°35", a radius of 225.00 feet, an arc length of 116.47 feet, a chord bearing of N 74/50°39'W and a chord length of 115.18 feet;

Thence N 89/40°26'W and tangent to the previous curve a distance of 16.50 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 90/00°00", a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of S 45/19°34'W and a chord length of 35.36 feet to the easterly line of "Wellstone II at Forest Ridge", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, as filed in PLC5-416A in the records of the Wagoner County Clerk's office;

Thence N 00/19°34'E and not tangent to the previous curve along the easterly line of "Wellstone II at Forest Ridge" a distance of 100.00 feet to a non-tangent curve to the left;

Thence along a non-tangent curve to the left with a central angle of 90/00°00", a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of S 44/40°26'E and a chord length of 35.36 feet;

Thence S 89/40°26'E and tangent to the previous curve a distance of 16.50 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 29/39°35", a radius of 275.00 feet, an arc length of 142.36 feet, a chord bearing of S 74/50°39'E and a chord length of 140.77 feet to a reverse curve to the left;

Thence along a reverse curve to the left with a central angle of 29/39°35", a radius of 225.00 feet, an arc length of 116.47 feet, a chord bearing of S 74/50°39'E and a chord length of 115.18 feet;

Thence S 89/40°26'E and tangent to the previous curve a distance of 121.81 feet to the east line of a 130 foot PSO perpetual easement and right-of-way recorded in Book 374, Page 573, in the records of the Wagoner County Clerk's office;

Thence N 00/03°40'W along said perpetual easement and right-of-way a distance

of 275.01 feet to a point 60.00 feet south of as measured perpendicular to the North line of the NW/4 of Section 11;

Thence N 89/40°26'W parallel with and 60.00 feet south of as measured perpendicular to the North line of the NW/4 of Section 11 a distance of 374.67 feet to the easterly line of "Wellstone II at Forest Ridge";

Thence N 00/19°34'E along the easterly line of "Wellstone II at Forest Ridge" a distance of 60.00 feet to the North line of the NW/4 of Section 11;

Thence S 89/40°26'E along the North line of the NW/4 of Section 11 a distance of 378.26 feet to the "Point of Beginning".

Said tract contains 1,386,277 square feet or 31.8245 acres.

The non-astronomic bearings for said tracts are based on an assumed bearing of S 89/40°26'E along the north line of the NW/4 of Section 11, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

AND HEREBY CERTIFIES that it has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and has designated the same as "SPRING HILL AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

1.1.1 The Owner/Developer does hereby dedicate for the public use the streets as depicted on the accompanying plat, and does further dedicate for the public use the utility easements as depicted on the accompanying plat, for the several purposes of constructing, maintaining, operating, repairing, and/or removing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon the utility easements and rights-of-way for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.

1.2 Traffic Control Medians

1.2.1 The Owner/Developer does hereby dedicate for public use Traffic Control Medians "A", "B" and "C" for the purposes of construction and maintenance of traffic control medians, provided however, the Owner/Developer herein reserves a perpetual easement, to be subsequently conveyed to the Forest Ridge Homeowners Association Inc., formed or to be formed as set forth within Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge hereof, for the purposes of installation and maintenance of a monument sign within Traffic Control Median "A" identifying the subdivision and for the purposes of installation and maintenance of landscaping within Traffic Control Medians "A", "B" and "C". The holder of the reserved easement, the Owner/Developer or the homeowners' association, as the case may be, herein covenants that the holder shall maintain any landscaping or signage located within Traffic Control Medians "A", "B" and "C" and the City of Broken Arrow shall have no liability for any damage to signage or landscaping, including irrigation systems, occasioned by maintenance or reconstruction of the traffic control medians or maintenance or reconstruction of the adjoining public streets.

1.3 Underground Service

1.3.1 Overhead lines for the supply of electric, telephone and cable television services shall be located adjacent to East Kenosha Street. Street light poles or standards shall be served by underground cable throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the public and private streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.

1.3.2 Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main, service pedestal, or transformer to the point of usage determined by the location and construction of such structures as may be located upon the lot. Provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have

a definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal, or transformer to the service entrance on the structure.

1.3.3 The suppliers of electric, telephone, cable television, and gas services, through its agents and employees, shall at all times have the right of access to all easement ways shown on the plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television, or gas facilities installed by the supplier of the utility service.

1.3.4 The owner of the lot shall be responsible for the protection of the underground service facilities located on the lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television, or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or the owner's agents or contractors.

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

1.4 Water and Sewer Service

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

1.4.2 Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.4.3 The City of Broken Arrow or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents, or contractors.

1.4.4 The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all easement-ways shown on the plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water or sewer facilities.

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

1.5 Surface Drainage

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

1.6 Paving and Landscaping within Easements

The owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, telephone, data, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.7 Golf Course Easement

Except as may be limited herein with respect to golf carts or otherwise, there are hereby created non-exclusive easements over and upon portions of SPRING HILL AT FOREST RIDGE, which easements are appurtenant to the area of the Golf Course, as described on Exhibit "C" (as amended from time to time) of the Forest Ridge Covenants, Conditions and Restrictions (as amended from time to time) and which shall inure to the benefit of the owner of the Golf Course property, its employees, agents, and contractors, and any

individuals permitted to use the Golf Course. Such non-exclusive easements shall allow such individuals to go upon or over any area of SPRING HILL AT FOREST RIDGE contiguous to the Golf Course during and in the course of play on, or other permitted use of the Golf Course. The foregoing shall include the flight path of golf balls and the retrieval thereof. Such individuals are not permitted to drive golf carts onto individual Lots but shall be permitted to traverse designated areas of SPRING HILL AT FOREST RIDGE with golf carts. Such individuals shall also be allowed to use such easements for the purpose of construction, maintenance, and repair of the Golf Course and related improvements; provided, however, that no permanent improvements to or alterations of SPRING HILL AT FOREST RIDGE or portions thereof, subject to said easements shall be made or allowed other than: (a) the establishment and maintenance of "out-of-bounds" markers or signs consistent with those utilized elsewhere in connection with the Golf Course; and (b) underground water, or utility lines for use in connection with the Golf Course. During professional golf tournament play, special events, or other items designated by the owner of the Golf Course or its representatives, temporary cables, including television and radio transmission cables and electrical service lines, and other temporary facilities or structures may be permitted on SPRING HILL AT FOREST RIDGE in designated areas to facilitate the conduct of such events, or to accommodate galleries; provided, however, that any damage to any portion of SPRING HILL AT FOREST RIDGE or any Lot therein resulting from the use of the easement granted hereby shall be repaired promptly by the owner of the Golf Course at its expense but, the general maintenance of any Lot affected by the easements herein above granted for Golf Course purposes shall be the responsibility and expense of the owner thereof; provided further, however, each owner of a Lot adjacent to the Golf Course shall be required to maintain specific insurance covering property damage or personal injury to themselves or others occasioned by individuals using the Golf Course, and such owners shall look exclusively to such insurance to compensate them or others for any such property damage or personal injury. No vegetation, fence screen or other improvement shall be placed, maintained, or constructed in the aforementioned easements by any owner which shall interfere with the use of the easements granted hereby. In addition, due to the unique interrelationship between the Golf Course and Lots contiguous thereto, there are strict limitations contained herein upon the use of such Lots. Any owner, by accepting title to such a Lot contiguous to the Golf Course, shall be subject to all such limitations. Nothing contained herein shall be construed in any manner to give any resident of or owner of property within SPRING HILL AT FOREST RIDGE any rights to go upon or use any portion of the Golf Course, except as may be permitted by the owner of the Golf Course or its agent.

1.8 Easements to Golf Course over Reserves "A" and "B"

There are hereby created non-exclusive easements over and upon Reserves "A" and "B" which easements are appurtenant to the area of the Golf Course, as described on Exhibit "C" (as amended from time to time) of the Forest Ridge Covenants, Conditions and Restrictions (as amended from time to time) and which shall inure to the benefit of the owner of the Golf Course property, its employees, agents, and contractors, and any individuals permitted to use the Golf Course. Such non-exclusive easements shall allow such individuals to go upon or over any area of Reserves "A" and "B". Such individuals shall also be allowed to use such easements for the purpose of construction, maintenance, repair of the Golf Course, and related improvements and activities.

These easements, for the benefit of the Golf Course and the owner of the Golf Course property, specifically:

1.8.1 Contain the right of ingress and egress to and from Reserves "A" and "B" to the Golf Course and for the purpose of constructing, maintaining, operating and replacing utilities and services of any kind upon, for, across, or relating to the Golf Course as hereinafter more particularly set forth; and

1.8.2 Are for use of utility companies and services of any kind, whatsoever, (public or private) including but not limited to electric, gas, sewer, water, telephone, cable (television or otherwise), security, monitoring, PA system, irrigation, and well lines; and

1.8.3 Contain the right to install structures for ingress and egress, directly or indirectly, to and from the Golf Course by way of path, underground tunnel, or overhead passway, at grade level or otherwise.

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

2.1 The property hereby platted as "SPRING HILL AT FOREST RIDGE" is subject to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected

Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, covering among other lands, "SPRING HILL AT FOREST RIDGE".

2.2 In the event of a conflict between the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County clerk of Wagoner County, Oklahoma, and the conditions, restrictions and covenants imposed hereby, the Declaration of Covenants, Conditions, Restrictions of Forest Ridge shall control.

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

SECTION III. RESTRICTIONS

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

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

3.1 Use of Land

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

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

3.2 Fronting and Access Limitation. Each dwelling shall front an interior public street and derive its access solely from an interior public street. Within the boundaries of a Lot designated on the Plat as "D.A.L." or "Driveway Access Limitation", vehicular access to the adjoining public street shall be prohibited.

3.3. Minimum Yards, Setbacks and Building Height

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

3.3.2 Side Yard. Each lot shall maintain side yards that in the aggregate are not less than 15 feet in width, and no side yard shall be less than 5 feet in width. Each Corner lot shall maintain a side yard of no less than 20 feet on the street side of the lot.

SPRING HILL AT FOREST RIDGE
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- 3.3.3

Rear Yard. Each lot shall maintain a rear yard of at least 20 feet; provided, however, that customary accessory structures may not be located in the required rear yard except as approved by the Forest Ridge Homeowners Association New Construction Committee or Forest Ridge Homeowners Association Modification Committee, as appropriate.
- 3.3.4

Easement Setbacks. No Building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.
- 3.3.5

Building Height. No building shall be constructed on any lot that exceeds a height of more than two and one half (2 ½) stories.
- 3.4

Floor Area of Dwellings

3.4.1

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

3.4.2

Computation of Living Area. The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least 7 feet 6 inches in height, except that in the computation of second or upper story living area, the height shall be 7 feet 6 inches or at least one-half of the required living area, and any area of less than 5 feet in height shall be excluded.
- 3.5

Garage

Each dwelling shall have a garage for at least two automobiles. Garages may be attached or detached, subject to the approval of the Forest Ridge Homeowners Association New Construction Committee or Forest Ridge Homeowners Association Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.
- 3.6

Landscaping

3.6.1

A landscape plan showing proposed front yard plantings in an amount not less than \$800.00 installed and, additionally for Golf Course and Lakefront Lots, rear yard plantings in the amount not less than \$900.00 installed (not including sod cost) (based on average nursery planting prices in 2016 dollars) shall be submitted to the Forest Ridge Homeowners Association New Construction Committee or Forest Ridge Homeowners Association Modification Committee for approval and shall be installed prior to final occupancy of the home. No planting shall be allowed which will block any views to the open areas. Plantings around surface mounted transformers shall provide ten (10) feet clearance in front of all electrical transformers. The Forest Ridge Homeowners Association New Construction Committee or Forest Ridge Homeowners Association Modification Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design elements which may be placed in the public view by any lot owner and determined in the discretion of the Forest Ridge Homeowners Association New Construction Committee or Forest Ridge Homeowners Association Modification Committee to be incompatible with the overall landscape design theme of SPRING HILL AT FOREST RIDGE.

3.6.2

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

3.6.3

All planting shall be completed prior to occupancy, unless approved by the Forest Ridge Homeowners Association New Construction Committee or Forest Ridge Homeowners Association Modification Committee. Plans shall include proposed fencing, walls, and City required sidewalks.
- 3.7

Building Material Requirements

3.7.1

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

3.7.2

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

3.7.3

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

3.7.4

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

3.7.5

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

3.7.6

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

3.7.7

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

3.7.8

Golf Course and Lakefront Homesites: Fencing, if desired, along the rear yard lot line of homes backing up to the Golf Course and Lakes (Lots 1-17 and 20-26, Block 6, SPRING HILL AT FOREST RIDGE) must use black wrought iron not to exceed 5' tall, with or without brick pilasters or columns. Fencing along Side Yards of these homesites may use a combination of black wrought iron and approved PVC, masonry, or wood fencing, not exceeding 6' in height as measured above, with the provision that 6' fencing must begin a gradual step down from 6' tall to meet the wrought iron fencing which will come into the property 12' from the fence at rear Golf Course Property Line. Views to the Lake and Golf Course from adjacent lots will be taken into consideration on approving the fencing layout on Lakefront homes. However, 360 degree views will not be guaranteed.

3.7.9

Waiver. The Forest Ridge Homeowners Association New Construction Committee or Forest Ridge Homeowners Association Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge may waive, in the particular instance, the building material requirements set out in Subsection 3.6 of this Section III.

3.8

Commercial Structures

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

3.9

Existing Dwellings

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

3.10

Antennas

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

3.11

Vehicle Storage and Parking

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

3.12

Driveway and Walks

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

3.13

Pedestrian Jogging Trails and Parks

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

3.14

Boundary Fences

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

SECTION IV. RESERVATIONS

4.1

Reservation of Mineral Rights

4.1.1

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

4.2

Reservation of Water Rights

4.2.1

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

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1

Enforcement

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

5.2

Duration

These restrictions shall remain in full force and effect until amended and terminated pursuant to procedures as set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 25, 1990, and recorded October 25, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and

Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma. If any of the options, privileges, covenants or rights created by this Certificate of Dedication, Restrictions and Covenants for "SPRING HILL AT FOREST RIDGE" shall be unlawful, void or voidable for violations of the rule against perpetuities then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of Bruce A. Robson.

5.3

Amendment or Termination

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

5.4

Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, THE ROBSON COMPANIES, INC., an Oklahoma corporation has executed this instrument this ____ day of _____, 2016.

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

John J. Robson, President

Davis Robson,
Assistant Corporate Secretary

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

Before me, the undersigned, a notary public in and for said County and State, on this ____ day of _____, 2016 personally appeared John J. Robson, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

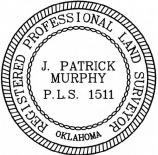
Notary Public
My Commission No. _____
expires _____

CERTIFICATE OF SURVEY

I, J. Patrick Murphy, of Tulsa Engineering and Planning Associates, Inc., a Professional Land Surveyor licensed 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 "SPRING HILL AT FOREST RIDGE", 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 practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this ____ day of _____, 2016.

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



State of Oklahoma)
) ss.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this ____ day of _____, 2016, by J. Patrick Murphy.

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

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

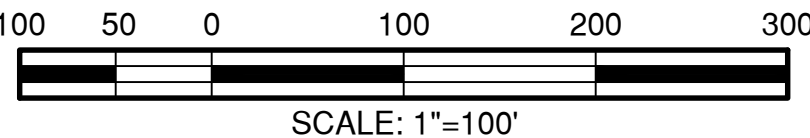
SPRING HILL AT FOREST RIDGE
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F:\Data\LEGAL\Forestrg (all)\16028.00.002 DOD-5C Spring Hill.wpd August 1, 2016 (4:05pm)

Conceptual Utilities Plan

Spring Hill at Forest Ridge

A subdivision in the City of Broken Arrow, being a part of the
N/2 of Section 11, Township 18 North, Range 15 East,
Wagoner County, State of Oklahoma



OWNER / DEVELOPER

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

ENGINEER / SURVEYOR

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

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

Legend

	= ROW Dedicated by this plat		= Gas Line
	= Building Line		= Overhead Electric Line
	= Utility Easement		= Driveway Access Limitation
	= Building Line and Utility Easement		= Traffic Control Median

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" has been set at each corner along the boundary common with "Wellstone II at Forest Ridge".

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "CA 531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of easements, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for said tract are based on a plat bearing of S 89°40'26"E along the north line of the NW/4 of Section 11, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

Benchmark

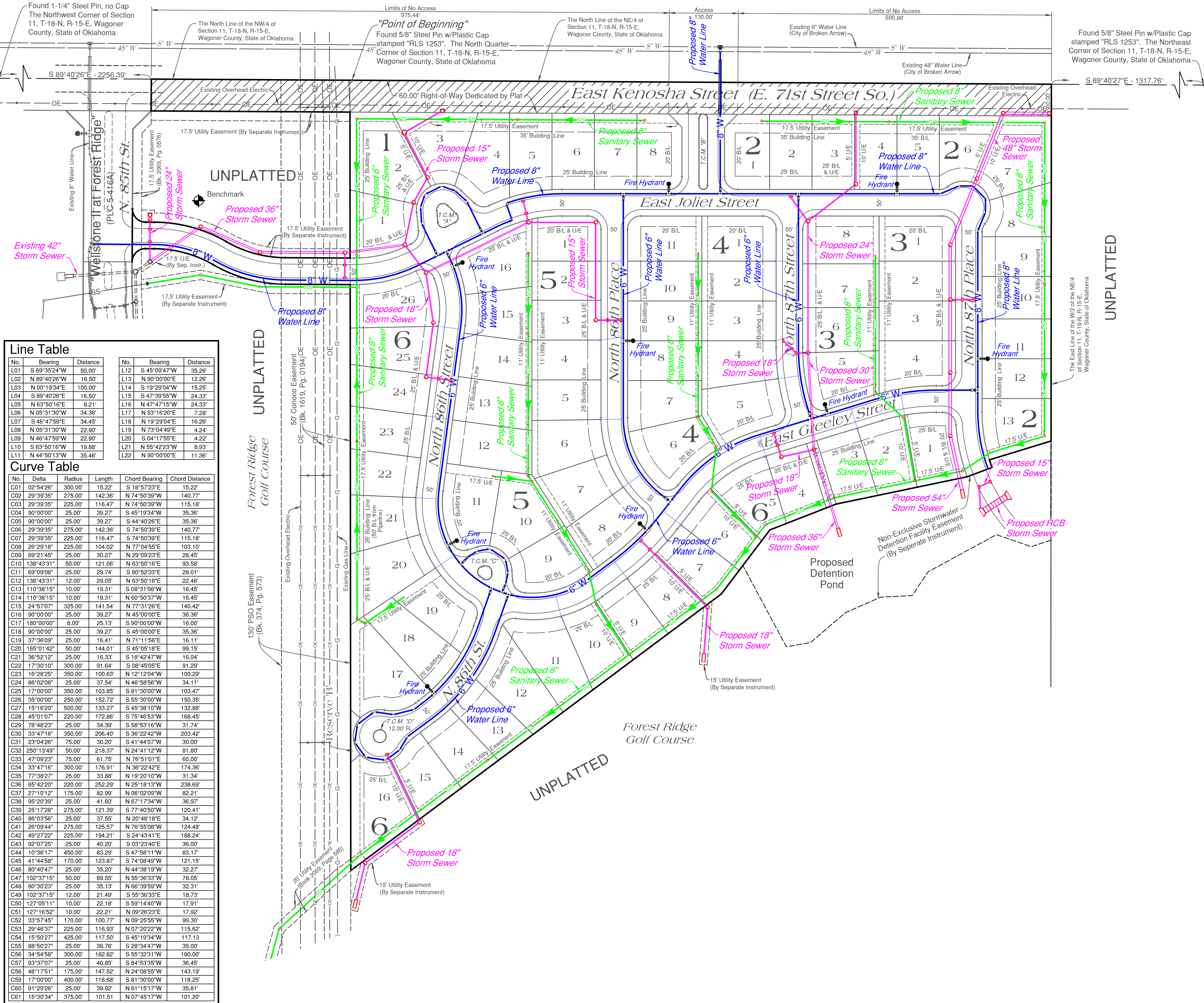
Top of a 1 1/4" Iron Pin at the intersection of East Kenosha Street and North Midway Road (Section Corner)
Elevation = 628.09 NGVD 1929

Notes

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

Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. 00-00000-00. Stormwater detention for this plat will be provided adjacent to the site.



No.	Bearing	Distance
L01	S 69°35'24\"	50.00'
L02	N 89°40'26\"	16.50'
L03	N 00°19'34\"	100.00'
L04	S 89°40'26\"	16.50'
L05	N 63°50'16\"	8.21'
L06	N 05°31'30\"	34.36'
L07	S 46°47'59\"	34.45'
L08	N 05°31'30\"	22.90'
L09	N 46°47'59\"	22.90'
L10	S 63°50'16\"	19.88'
L11	N 44°50'13\"	35.46'

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C01	02°54'26\"	300.00'	15.22'	S 18°57'23\"	15.22'
C02	29°39'35\"	275.00'	142.36'	N 74°50'39\"	140.77'
C03	29°39'35\"	225.00'	116.47'	N 74°50'39\"	115.18'
C04	90°00'00\"	25.00'	39.27'	S 45°19'34\"	35.36'
C05	90°00'00\"	25.00'	39.27'	S 44°40'26\"	35.36'
C06	29°39'35\"	275.00'	142.36'	S 74°50'39\"	140.77'
C07	29°39'35\"	225.00'	116.47'	S 74°50'39\"	115.18'
C08	26°29'18\"	225.00'	104.02'	N 77°04'55\"	103.10'
C09	69°21'45\"	25.00'	39.27'	N 29°09'23\"	28.45'
C10	138°43'31\"	50.00'	121.06'	N 63°50'16\"	93.58'
C11	69°20'08\"	25.00'	29.74'	S 60°52'30\"	28.01'
C12	138°43'31\"	12.00'	28.05'	N 63°50'16\"	22.46'
C13	110°38'15\"	10.00'	19.31'	S 08°31'08\"	16.45'
C14	110°38'15\"	10.00'	19.31'	N 60°50'37\"	16.45'
C15	24°57'07\"	325.00'	141.54'	N 77°31'26\"	140.42'
C16	90°00'00\"	25.00'	39.27'	N 45°00'00\"	36.36'
C17	168°00'00\"	8.00'	25.13'	S 90°00'00\"	15.00'
C18	90°00'00\"	25.00'	39.27'	S 45°00'00\"	35.36'
C19	37°36'09\"	25.00'	16.41'	N 71°11'56\"	16.11'
C20	165°01'42\"	50.00'	144.01'	S 45°05'18\"	99.15'
C21	36°52'12\"	25.00'	16.33'	S 18°42'47\"	16.04'
C22	17°30'10\"	300.00'	91.64'	S 08°45'05\"	91.29'
C23	16°29'25\"	350.00'	100.63'	N 12°12'04\"	100.29'
C24	66°02'08\"	25.00'	37.54'	N 46°58'58\"	34.11'
C25	17°00'00\"	250.00'	103.85'	S 81°30'00\"	103.47'
C26	35°00'00\"	250.00'	152.72'	S 55°30'00\"	150.35'
C27	15°16'20\"	500.00'	133.27'	S 45°38'10\"	132.88'
C28	45°01'07\"	220.00'	172.86'	S 75°46'53\"	168.45'
C29	78°48'23\"	25.00'	34.39'	S 58°53'16\"	31.74'
C30	33°47'16\"	350.00'	206.40'	S 36°22'42\"	203.42'
C31	23°04'26\"	75.00'	30.20'	S 41°44'07\"	30.00'
C32	250°13'49\"	50.00'	218.37'	N 24°41'12\"	81.80'
C33	47°09'23\"	75.00'	61.75'	N 76°51'01\"	60.00'
C34	33°47'16\"	300.00'	176.91'	N 36°22'42\"	174.36'
C35	77°38'27\"	25.00'	33.88'	N 19°20'10\"	31.34'
C36	65°42'20\"	220.00'	252.29'	N 25°18'13\"	238.69'
C37	27°10'12\"	175.00'	82.99'	N 06°02'09\"	82.21'
C38	95°20'39\"	25.00'	41.60'	N 67°17'34\"	36.97'
C39	25°17'28\"	275.00'	121.39'	S 77°40'50\"	120.41'
C40	86°03'56\"	25.00'	37.55'	N 20°48'18\"	34.12'
C41	26°09'44\"	275.00'	125.57'	N 76°55'08\"	124.48'
C42	49°27'22\"	225.00'	194.21'	S 24°43'41\"	188.24'
C43	92°07'25\"	25.00'	40.20'	S 03°23'40\"	36.00'
C44	10°36'17\"	450.00'	83.29'	S 47°58'11\"	83.17'
C45	41°44'58\"	170.00'	123.87'	S 74°09'49\"	121.15'
C46	80°40'47\"	25.00'	35.20'	N 44°38'18\"	32.27'
C47	102°37'15\"	50.00'	89.55'	N 55°36'33\"	78.05'
C48	80°30'23\"	25.00'	35.13'	N 66°39'59\"	32.31'
C49	102°37'15\"	12.00'	21.49'	S 55°36'33\"	18.73'
C50	127°05'11\"	10.00'	22.18'	S 59°14'40\"	17.91'
C51	127°05'22\"	10.00'	22.21'	N 09°26'23\"	17.92'
C52	33°57'45\"	170.00'	100.77'	N 09°26'55\"	99.30'
C53	29°46'37\"	225.00'	116.93'	N 07°20'22\"	115.62'
C54	15°50'27\"	425.00'	117.50'	S 45°19'34\"	117.13'
C55	88°50'27\"	25.00'	38.76'	S 28°34'47\"	35.00'
C56	34°54'58\"	300.00'	182.82'	S 55°32'31\"	180.00'
C57	93°37'07\"	25.00'	40.85'	S 84°53'35\"	36.45'
C58	48°17'51\"	175.00'	147.52'	N 24°38'55\"	143.19'
C59	17°00'00\"	400.00'	118.68'	S 81°30'00\"	118.25'
C60	91°29'28\"	25.00'	39.92'	N 61°15'17\"	35.81'
C61	15°30'34\"	375.00'	101.51'	N 07°45'17\"	101.20'

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

Dana Patten, County Treasurer

Spring Hill at Forest Ridge
Date of Preparation: July 28, 2016



City of Broken Arrow

Fact Sheet

File #: 16-949, Version: 1

Broken Arrow Planning Commission

08-25-2016

To: Chairman and Commission Members
From: Development Services Department

Title: Public hearing, consideration, and possible action regarding PUD 66F, Spring Hill at Forest Ridge, a request for a minor amendment to PUD 66, 34.14 acres, R-1/PUD 66 to R-1/PUD 66F, south of Kenosha Street, one half mile west of Oak Grove Road

Background:

Applicant: Tim Terral, TEP
Owner: The Robson Companies
Developer: The Robson Companies
Engineer: Tulsa Engineering & Planning Associates, Inc.
Location: South of Kenosha Street, one half mile west of Oak Grove Road
Size of Tract 34.14 acres (2.77 acres for Wellstone Park)
Number of Lots: 82
Present Zoning: R-1/PUD 66
Comp Plan: Level 2

Planned Unit Development (PUD) 66F is a request for a minor amendment to PUD 66 to reduce the side yard building setback line from 25-feet to 20-feet on corner lots and to establish the rear building line for interior lots to be 20-feet as shown in the Conceptual Site Plan. Lots adjoining Kenosha Street shall have a 35-foot rear building line.

The proposed development, Spring Hill at Forest Ridge, is located south of Kenosha Street, about one half mile west of Oak Grove Road for 82 single-family lots on 31.37 acres. Between this proposed subdivision, Spring Hill at Forest Ridge, and the subdivision to the west, Wellstone II, there will be a 2.77-acre park for the common use of the neighborhoods. This park will be maintained by the Forest Ridge Homeowner's Association and will not be platted.

Kenosha Street right-of-way and utility easements along the north frontage of Wellstone Park will be dedicated with the Spring Hill at Forest Ridge plat. A five-foot wide sidewalk will be constructed in accordance with the Subdivision Regulations along the platted area on the south side of Kenosha Street and along the north frontage of Wellstone Park at the time of construction of Spring Hill at Forest Ridge. This minor amendment to the PUD will only affect the proposed Spring Hill at Forest Ridge subdivision. Future developments will be evaluated as needed.

PUD 66, which encompassed 660 acres, was approved by the City Council on August 2, 1988. Since the approval of PUD 66, there have been three major amendments and two minor amendments to the PUD.

The property is designated as Level 2 in the Comprehensive Plan. The change in the rear building line and side yard building line setbacks to 20-feet as presented in PUD 66F is considered to be in compliance with the Comprehensive Plan in Level 2.

Attachments: Case map
 Aerial photo
 Comprehensive Plan
 PUD 66F Design Statement and Conceptual Site Plan
 PUD 66 Information

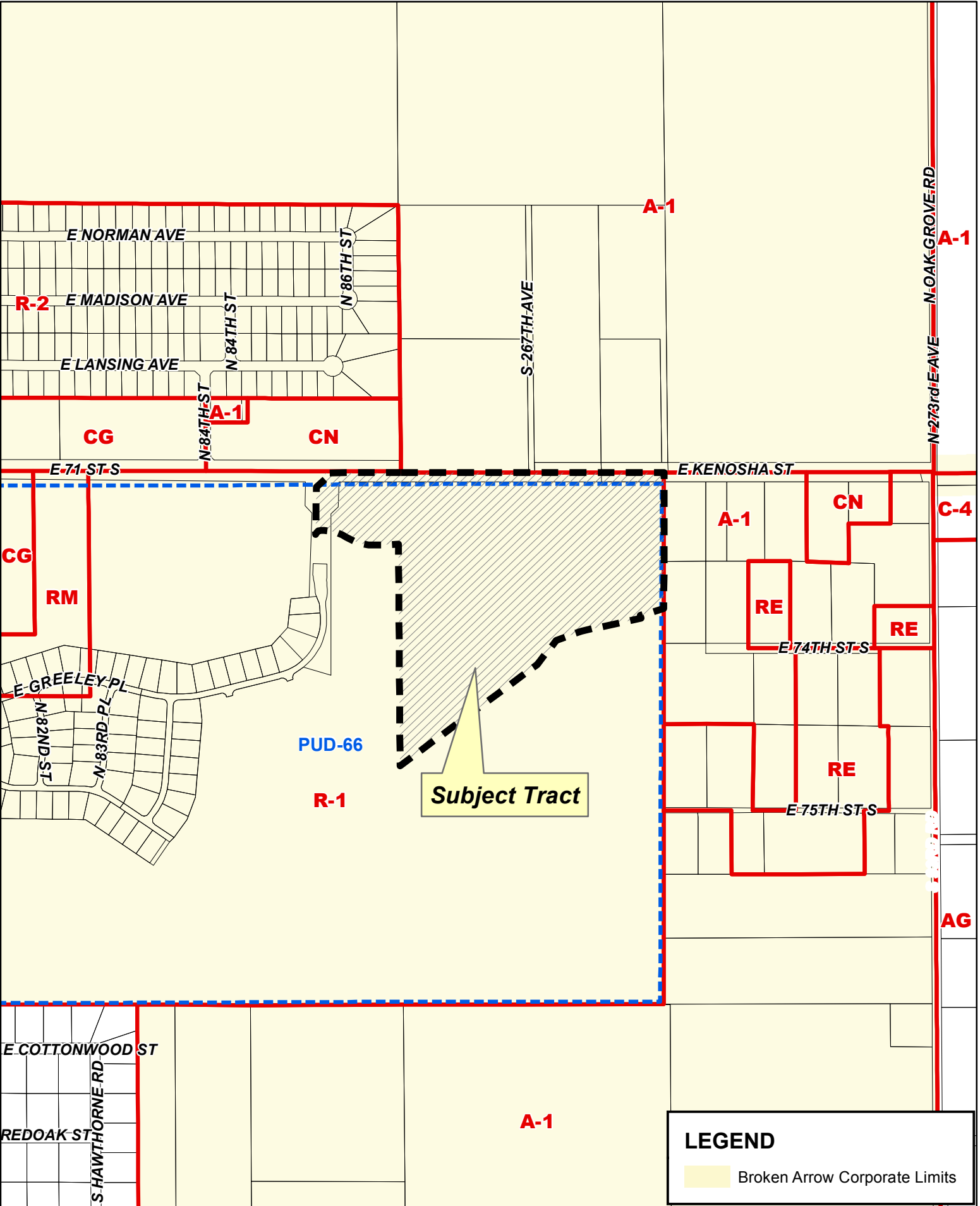
Recommendation:

Staff recommends that PUD 66F be approved, subject to the property being platted and that the lots backing up to Kenosha Street have minimum 35-foot rear building line, according to the zoning ordinance.

Reviewed By: **Farhad Daroga**

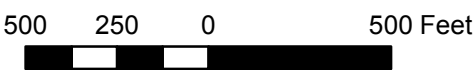
Approved By: **Michael W. Skates**

FKD:ALY



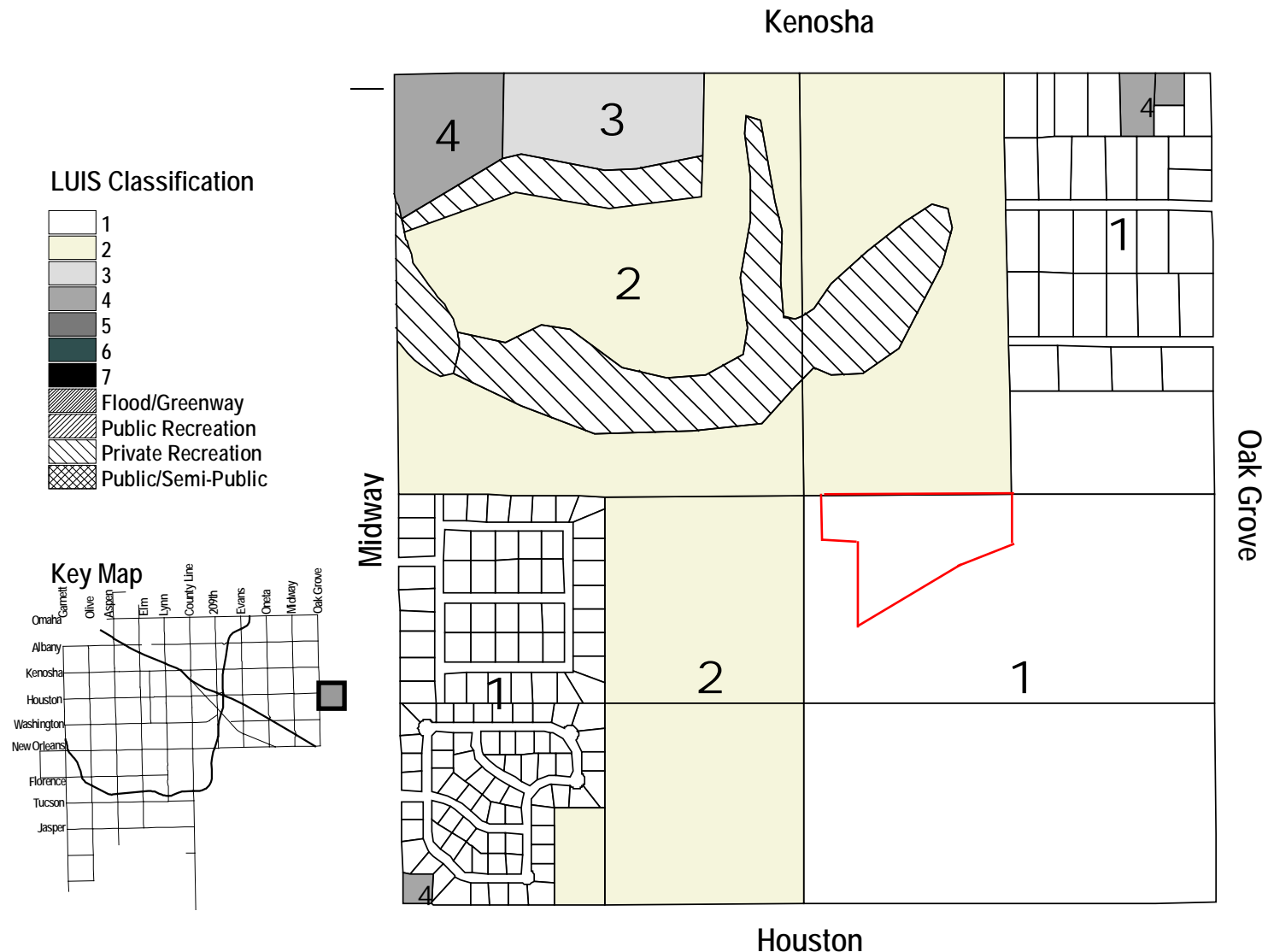


PUD 66F
Spring Hill at Forest Ridge



Kenosha/Oak Grove/Houston/Midway (Section 11-18-15)

Level 4 designations are given to tracts in the northwest corner based on existing zoning and the LUIS model. Level 4 designations are given to tracts in the northeast and southwest corners based on existing zoning and land uses. Level 3 designations are given to tracts in the northwest corner as a buffer to Level 4 areas in accordance with existing zoning and the LUIS model. Level 2 designations are given to tracts in the southwest quarter section east of the Oak Ridge Estate subdivision in anticipation that sewer service would be available at some point in the future. Level 1 designations are given to remaining tracts that are not part of the Forest Ridge PUD to reflect existing development in the northeast quarter section and in the southeast quarter section in anticipation that sewer service would not be available in the near or distant future to support more intense residential development.



Minor Amendment to
PUD 66

Spring Hill at Forest Ridge

Broken Arrow, Oklahoma



Tulsa Engineering & Planning Associates
9820 East 41st Street, Suite 102
Tulsa, Oklahoma 74146
918.252.9621 Fax 918.250.4566

RECEIVED
July 26, 2016
BROKEN ARROW
DEVELOPMENT SERVICES

Rev. 7/26/2016

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I. NARRATIVE

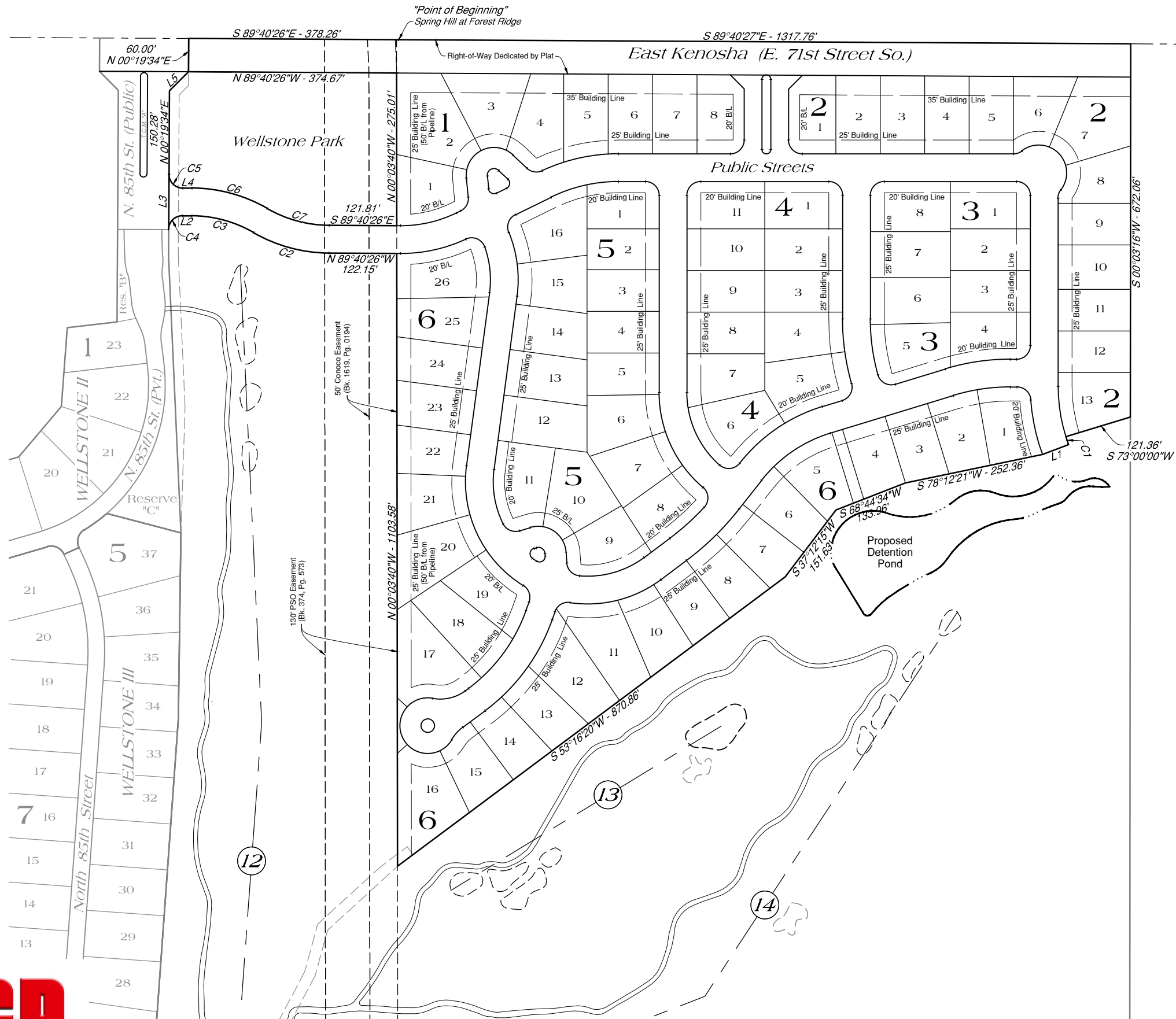
The “Forest Ridge Planned Unit Development” (PUD 66) was approved by the Broken Arrow City Council on August 1, 1988. “Forest Ridge” is a ±660.00 acre mixed use development, generally located on the south side of East Kenosha Street (East 71st Street South), between Oneta Road (South 241st East Avenue) and Oak Grove Road (South 273rd East Avenue). This Minor Amendment to PUD 66 affects the proposed Spring Hill at Forest Ridge subdivision, a 31.3750 acre tract within the “Forest Ridge PUD”, located just east of the “Wellstone III at Forest Ridge” subdivision, abutting East Kenosha Street along its north boundary line and situated midway between Midway Road and Oak Grove Road.

Wellstone Park, a 2.31 acre park located east of the East Kenosha Street entrance to Wellstone I, II and III and abutting the west boundary of the proposed Spring Hill at Forest Ridge subdivision, will not be platted with the Spring Hill at Forest Ridge plat. The East Kenosha Street right-of-way along the north frontage of Wellstone Park will be dedicated with the Spring Hill at Forest Ridge plat. A five-foot wide sidewalk will be constructed in accordance with the Subdivision Regulations along the platted area on the south side of Kenosha Street. In addition, the Forest Ridge Homeowner’s Association will maintain Wellstone Park. It is proposed that the sidewalk along the north side of the platted street along the south side of Wellstone Park shall be installed at the time of construction of Spring Hill at Forest Ridge. As part of this PUD, no sidewalk will be installed on the south side of the platted street along the south side of Wellstone Park.

This Minor Amendment to PUD 66 is submitted to request two minor revisions to the original PUD. The requested modification is as follows:

- 1). Reduce Side Yard Building Line to 20 ft. on corner lots as shown in Exhibit ‘A’ - Conceptual Site Plan.**
- 2). Establish the Rear Building Line for all lots to be 20 ft.**





RECEIVED
July 18, 2016
BROKEN ARROW
DEVELOPMENT SERVICES
(3 pages submitted July
26, 2016 belong with this
site drawing submittal)

WAGONER COUNTY

R - 15 - E

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

EAST HOUSTON STREET (E. 81st Street So.)

Section 11

82 Lots - 34.1402 Acres

NORTH

Not To Scale

Data Summary:

Total Project Area	34.1402 Acres
Total Number of Lots	82
Project Density	2.61 DUs/Acre
Average Lot Size	75' x 130'

Line Table

No.	Bearing	Distance	No.	Bearing	Distance
L1	S 69°35'24"W	50.00'	L4	S 89°40'26"E	16.50'
L2	N 89°40'26"W	16.50'	L5	N 45°19'34"E	48.38'
L3	N 00°19'34"E	100.00'			

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	02°54'26"	300.00'	15.22'	S 18°57'23"E	15.22'
C2	29°39'35"	275.00'	142.36'	N 74°50'39"W	140.77'
C3	29°39'35"	225.00'	116.47'	N 74°50'39"W	115.18'
C4	90°00'00"	25.00'	39.27'	S 45°19'34"W	35.36'
C5	90°00'00"	25.00'	39.27'	S 44°40'26"E	35.36'
C6	29°39'35"	275.00'	142.36'	S 74°50'39"E	140.77'
C7	29°39'35"	225.00'	116.47'	S 74°50'39"E	115.18'

Exhibit A

Spring Hill
at Forest Ridge

Conceptual Site Plan

G:\16-028\PUD\16-028 Ex.'A' - Conceptual Site Plan.dwg, 7/18/2016 - 1:35 PM



August 2, 1988

Mr. Joe Robson
25695 E. 71st St.
Unit A-1
Broken Arrow, Oklahoma 74014

RE: BAZ #1090 (Zoning)
PUD #66 (Forest Ridge)

Dear Joe:

The Broken Arrow City Council, in their meeting of August 1, 1988, approved BAZ #1090, as submitted, for R-1, R-5 and C-2 zoning, subject to PUD #66, which was also approved, with conditions set forth and recorded by the Planning Commission and Staff:

I. Adjustments and conditions for approval of the submitted text:

1. The original application (Page 16) for R-1 zoning, would permit only 1,683 units (560.43 acres x 3.0041). The application is revised (addendum of July 28, 1988) to include 22.13 acres of R-5 zoning (x 18.15) for 401 dwelling units. Therefore, the total dwelling units permitted are 2,018.

2. Commercial area of statistical summary (Page 16) is adjusted to permit 531,005 square feet of commercial space in the 4 parcels as shown, not to exceed the square acreage as shown on Page 17. This includes 2 tracts on the corner of Kenosha and Midway, each measuring 15.06 acres gross and 2 tracts on the intersection of Houston and Oneta and Houston and Midway Road, each measuring 5.07 acres gross.

3. Development standards for garden homes (Page 18) is amended to require, minimum yard on abutting arterials to be increased to 35 feet; collector streets to be increased to 25 feet. This is an increase from the requested 20 feet, except where arterial or collector right-of-way exceeds minimum standard and/or landscape buffer has been provided.

Mr. Joe Robson
August 2, 1988
Page 2

4. Development standards for single family detached dwellings (Page 19) are amended to read, "minimum yard, if abutting arterial streets to be increased to 35 feet..." instead of the requested 25 feet, except where arterial or collector right-of-way exceeds minimum standard and/or landscape buffer has been provided.

5. Development standards for single family attached dwellings (Page 19) are revised to show minimum yard, if abutting arterial streets to be 35 feet, instead of the requested 20 feet and collector setbacks to be 25 feet, instead of the requested 20 feet, except where arterial or collector right-of-way exceeds minimum standard and/or landscape buffer has been provided.

6. Also, in development standards for single family attached dwellings (Page 20) minimum separation between buildings is increased from 15 feet to 20 feet. This matches the current code requirements pertaining to firewall and safety standards.

7. Development standards for multi-family (Page 21) are amended to read..."permitted uses as permitted within the R-5 district"...and not the R-6 district, as requested. Maximum building heights in this section are also revised to read, "35 feet, or 2½ stories".

8. Development standards for multi-family (Page 21) also revised to read, "minimum yard, if abutting arterial street" to be increased to 35 feet, instead of the requested 20 feet. Also, collector street separation is 25 feet, instead of the requested 20 feet.

9. Development standards for multi-family (Page 21) are also amended to read, "...minimum separation between buildings to be 20 feet..." instead of the requested 15 feet.

10. Development standards for commercial/office areas (C-2 district), are amended to read..."separation between buildings should be minimum 20 feet". And, a sign height limit of 24 feet to be placed in the entire C-2 district, and the PUD.

Mr. Joe Robson
August 2, 1988
Page 3

11. Transfer of density section (Page 23) is enlarged to read, "nor shall an adjustment of more than 20% net density of the original proposal be permitted on tracts abutting an existing development at the time of this approval.

II. The following conditions shall apply to the Forest Ridge PUD:

1. Legal descriptions of all tracts, including C-2 and R-5 parcels, to be submitted to the City upon approval of this case, before any Ordinance can be issued for this zoning and PUD.

2. Property to be platted in accordance with the existing subdivision code standards on each parcel of this PUD.

3. Routine development standards for C-2 parcels, including acceleration, deceleration, and access lanes shall be required on all commercial development at the time of platting and development.

4. All apartment and multi-family development shall develop to the R-5 development standards.

5. Collector streets in each section shall be placed as shown in the general location as shown in the illustrative plan of Forest Ridge submitted to the Planning Commission.

6. PUD code requires two year time limit for project to be platted. It was approved that additional renewals be granted, as necessary, due to the magnitude of the project.

III. 1. Access to both school sites (middle and elementary schools) shall be complete and predetermined prior to any plat approval of either phase of this property. It was required that pedestrian access be provided for the middle school site on the southwest portion of the school site. Vehicular and pedestrian access be provided for the elementary school in Section 11. (Please note the request by Broken Arrow Schools for a screening and vegetation fence on the middle school property.)

Mr. Joe Robson
August 2, 1988
Page 4

Action by the Council is recorded in the minutes of the meeting of August 1, 1988. Once again, the Ordinance approving this PUD and zoning case cannot be proposed, nor presented to the City Council, until the legal description of all tracts is submitted to the City.

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

Sincerely,

Farhad K. Daroga

Farhad K. Daroga
City Planner

FKD:lcf
Enclosure

cc: Randy Heckenkemper

DEVELOPMENT STANDARDS

SINGLE FAMILY DETACHED DWELLINGS

Single family detached structures intended for individual lot ownership.

- | | |
|---|------------------------|
| - Minimum Lot Size | 7,000 sq. ft. |
| - Maximum Building Height | 2½ stories |
| - Minimum Yard if Abutting Arterial
and Non-Arterial Public Street | 25 ft. |
| - Minimum Lot Frontage | 60 ft. (at bldg. line) |
| - Minimum Lot Depth | 115 ft. |
| - Maximum Building Coverage | 60% |
| - Minimum Rear Yard | 20 ft. |
| - Minimum Side Yards | 5 ft. |

PUD 66, BAZ 1090.
C.C. Aug. 1, 1988