

City of Broken Arrow
Meeting Agenda
Planning Commission

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

Chairperson Ricky Jones
Vice Chair Lee Whelpley
Member Fred Dorrell
Member Mark Jones
Member Pablo Aguirre

Thursday, September 13, 2018

5:00 PM

Council Chambers

1. Call To Order

2. Roll Call

3. Old Business

4. Consideration of Consent Agenda

- A. [18-1008](#) Approval of PT16-108A, Conditional Final Plat, North Rose Business Park, 13.20 acres, 13 lots, RM, R-2, CN, and CH to IL/PUD-253A, north of Kenosha Street, one-quarter mile east of Elm Place

Attachments: [2-CHECKLIST.NORTH ROSE BUSINESS PARK](#)
 [3-CONDITIONAL FINAL PLAT AND COVENANTS](#)

- B. [18-1044](#) Approval of PT18-102, Conditional Final Plat, Silverleaf II, 121 lots, 31.17 acres, A-1 to PUD-225/RS-3, one-quarter mile north of Omaha Street, west of 37th Street

Attachments: [2-SUBDIVISION CHECKLIST.SILVERLEAF II](#)
 [3-CONDITIONAL FINAL PLAT AND COVENANTS.SILVERLEAF II](#)

- C. [18-1039](#) Approval of PT18-105, Preliminary Plat, RDS Business Park, 19.70 acres, 6 Lots, A-1 to CN, one-quarter mile north of Kenosha Street, east of 23rd Street

Attachments: [2-CHECKLIST.RDS BUSINESS PARK](#)
 [3-PRELIMINARY PLAT AND COVENANTS](#)
 [4-CONCEPTUAL UTILITIES](#)

- D. [18-1052](#) Approval of PT18-109, Preliminary Plat, Boston Heights, a replat of Lot One, Block Two Arrow Acres, 2.10 acres, 7 Lots, A-1 to RS-2, one-half mile east of Elm Place, one-quarter mile south of Washington Street
- Attachments:** [2-CHECKLIST.BOSTON HEIGHTS](#)
[3-PRELIMINARY PLAT AND COVENANTS](#)
[4-CONCEPTUAL UTILITIES PLAN](#)
- E. [18-1067](#) Approval of BAL-829A, Thomas and Dollie Shaw Lot Split, 1 Lot, 0.53 acres, south of Dearborn Street, east of 37th Street at 20925 E. 43rd Street South
- Attachments:** [2-CASE MAP](#)
[3-AERIAL.BAL 829A](#)
[4-LOT SPLIT LEGAL DESCRIPTIONS EXHIBITS](#)
[5-SEPTIC TANK LOCATION INFORMATION SUBMITTED WITH BAL-82](#)

5. Consideration of Items Removed from Consent Agenda

6. Public Hearings

- A. [18-1007](#) Public hearing, consideration, and possible action regarding SP-290 (Specific Use Permit), Refiner's Fire International Ministries, 1.43 acres, CH, West of Elm Place, 250 feet north of Houston Street
- Attachments:** [2-Case Map](#)
[3-Aerial](#)
[4-Narrative](#)
[5-Sign Design](#)

7. Appeals

8. General Commission Business

- A. [18-1078](#) Consideration, discussion and possible approval of PT18-108, Preliminary Plat, The Villages at Seven Oaks South, 13.68 acres, 57 Lots, A-1 to RS-3 (via BAZ-1622) to RS-3 to RS-4/PUD-280 (via BAZ-2010 & PUD-280), one-quarter mile east of 9th Street, south of New Orleans Street

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

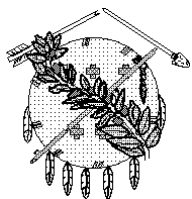
10. Adjournment

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

Request for Action

File #: 18-1008, **Version:** 1

Broken Arrow Planning Commission

09-13-2017

To: Chairman and Commission Members

From: Development Services Department

Title:

Approval of PT16-108A, Conditional Final Plat, North Rose Business Park, 13.20 acres, 13 lots, RM, R-2, CN, and CH to IL/PUD-253A, north of Kenosha Street, one-quarter mile east of Elm Place

Background:

Applicant: Mark Capron, Sisemore Weisz & Associates

Owner: Dunhill Properties Rental, LLC

Developer: Dunhill Properties Rental, LLC

Engineer: Sisemore Weisz & Associates

Location: North of Kenosha Street, one-quarter mile east of Elm Place

Size of Tract 13.20

Number of Lots: 1

Present Zoning: R-2, RM, CN, and CH to ON, CN, and IL (BAZ-1965).PUD-253A

Comp Plan: Levels 2 and 6 to Level 3 via BACP-123

The conditional final plat for North Rose Business Park contains 13.20 acres and is located north of Kenosha Street and one-quarter mile east of Elm Place.

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

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

On June 14, 2018, the Broken Arrow Planning Commission recommended approval of PUD-253A, a Major Amended to PUD-253 to allow for additional uses. The recommendation will be heard by the Broken Arrow City Council on July 3, 2018.

On June 28, 2018, the Broken Arrow Planning Commission recommended approval of the Preliminary plat as recommend by staff.

On August 23, 2018, the Planning Commission recommended approval of BAL-2035 for three lot splits. At that time, the developer dedicated the Utility Easement and Right of Ways along Kenosha.

The applicant is proposing to construct a mixed-use development consisting of existing retail shop fronting Kenosha Street, warehouse/office, medical offices, and mini-storage to the north and three office buildings on the east side of the property. A public street, North Birch Avenue, will divide the property from Kenosha Street to the City of Broken Arrow Storm Water Detention Facility to the north.

Water and sanitary sewer service to this property are available from the City of Broken Arrow. According to the FEMA maps, none of the property is located in the 100-year floodplain area.

Attachments: Checklist
Conditional Final Plat and Covenants

Recommendation:

Staff recommends PT16-108A, Conditional Final plat for Kenosha-Elm Business Park, be approved, subject to the attached checklist.

Reviewed By: Larry R. Curtis

Approved By: Michael Skates

LRC

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PLAT: North Rose Business Park

CASE NUMBER: PT16-108A

RELATED CASE NUMBERS:

COUNTY: Tulsa

SECTION/TOWNSHIP/RANGE: 02-18-14

GENERAL LOCATION: One-quarter mile east of Elm Place, north of Kenosha Street

CURRENT ZONING:

SANITARY SEWER BASIN:

STORM WATER DRAINAGE BASIN:

ENGINEER:

ENGINEER ADDRESS:

ENGINEER PHONE NUMBER:

DEVELOPER/OWNER:

DEVELOPER ADDRESS:

DEVELOPER PHONE NUMBER:

OWNER:

DEVELOPER ADDRESS:

DEVELOPER PHONE NUMBER:

PRELIMINARY PLAT

APPLICATION MADE: June 4, 2018

TOTAL ACREAGE: 13.20

NUMBER OF LOTS: 13

TAC MEETING DATE: June 26, 2018

PLANNING COMMISSION MEETING DATE: June 26, 2018

COMMENTS:

1. ____ On the conceptual utilities, on the east side, there is an existing detention facility whose outfall discharges on to Lot 2, Block 2. Show a storm sewer from the outfall to Reserve A.
2. ____ Revise Section III of the covenants with the date of approval of PUD 253 by the City Council.
3. ____ Include bearings and dimensions on all proposed easements.
4. ____ Define L/S –Landscape Easement in the legend.
5. ____ Delete the Notice paragraph referencing COT & TMAPC
6. ____ Complete the Backflow Preventer Table
7. ____ Add City Council approval dates when available
8. ____ In the Screening & Building Aesthetics Requirements, state which side of the 8-foot wooden fence will face the Business Park and which side will face the adjoining Kenwood Additions
9. ____ Add corner clips to entry onto Main Street from Kenosha Street.
10. ____ Label rear building line and East building line in Development Area C.
11. ____ Utility easement in Development Area C along Kenosha Street needs to be 17.5-feet in width.
12. ____ Place case number (PT16-108A) in lower right corner of plat.
13. ____ Backflow preventer table needs to be removed and replaced with, "All new buildings that are served by sanitary sewer service shall install a backwater device (backflow preventer). Installation of these devices and all maintenance thereof shall be at the sole expense of the property owner."
14. ____ Per PUD-253A, a land scape easement of 10 feet needs to be in place along North Birch Avenue.
15. ____ Remove the "W" in North Britch Avenue W.
16. ____ Encase the fire hydrants in U/E on lots 6 & 8, block 1; the 7.5' U/E is smaller than the fire hydrant offset in the standard drawing W-09 for the hydrant assembly.
17. ____ Complete the LNA along Kenosha St.
18. ____ Center the SW Drive within the 40' of access zone and the MAE, coordinate with the City's engineering dep with regards to the design plans for Kenosha.
19. ____ Section II4 covering information on Reserve A contains the following sentence. "..... and thereafter shall be a lien against lots of block 1 North Rose Business Park....." to describe how a lien would be filed in the event maintenance actions

were not performed by the property owners association as owners of the reserve area. Broken Arrow does not file liens against multiple lot owners that make up the membership of property owners associations, but simply would file a lien against the reserve owner which is the property owners association. Revise that portion of the sentence to read “ and thereafter shall be a lien against the property owners association as owners of Reserve A.....”.

20. _____ Section IJ4 covering information on Reserve B contains the following sentence. “..... and thereafter shall be a lien against lots of block 2 North Rose Business Park.....” to describe how a lien would be filed in the event maintenance actions were not performed by the property owners’ association as owners of the reserve area. Broken Arrow does not file liens against multiple lot owners that make up the membership of property owners associations, but simply would file a lien against the reserve owner which is the property owners association. Revise that portion of the sentence to read “ and thereafter shall be a lien against the property owners association as owners of Reserve B.....”.
21. _____ If the intent is for the lot owners of Block 1 to maintain Reserve A and lot owners of Block 2 to maintain Reserve B, then it should be set up so that two different property owners associations are formed with different maintenance responsibilities for each association.
22. _____ Section IIA states that the property owners association is formed for the general purpose of maintaining Reserves A and B. That section should also state that the property owners association should own reserves A and B.

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:

23. _____ The conditional final plat and the “no exceptions taken” engineering drawing must agree with respect to Limits of Access and No Access, easement both internal and external, reserve area, traffic control medians, street layouts, rights-of-way, etc. Please provide a written statement (e-mail statement is acceptable) that the conditional final plat agrees with the “no exceptions taken” engineering plans.
24. _____ Please show dedication of utility easements along Kenosha as by separate instrument and document number.
25. _____ On the conceptual utilities, on the east side, there is an existing detention facility whose outfall discharges on to Lot 2, Block 2. Show a storm sewer from the outfall to Reserve A.
26. _____ Include bearings and dimensions on all proposed easements.
27. _____ Define L/S –Landscape Easement in the legend (what is its purpose?)
28. _____ Label East building line in Development Area C.
29. _____ Utility easement in Development Area C along Kenosha Street needs to be 17.5-feet in width. Please note that with the addition of the corner clip, the UE needs to be updated to show the full 17.5-feet in width along the 45 degrees.
30. _____ Section I.4 covering information on Reserve A contains the following sentence. “..... and thereafter shall be a lien against lots of block 1 North Rose Business Park.....” to describe how a lien would be filed in the event maintenance actions were not performed by the property owners association as owners of the reserve area. Broken Arrow does not file liens against multiple lot owners that make up the membership of property owners associations, but simply would file a lien against the reserve owner which is the property owners association. Revise that portion of the sentence to read “ and thereafter shall be a lien against the property owners association as owners of Reserve A.....” If the intent is for the lot owners of Block 1 to maintain Reserve A and lot owners of Block 2 to maintain Reserve B, then it should be set up so that two different property owners associations are formed with different maintenance responsibilities for each association. This still should be a part of the Owners Association and should be filed within those documents.
31. _____ Landscaping plan must be submitted
32. _____ 10’ Landscaping buffer along Kenosha is required
33. _____ All Engineering plans must be submitted before reviewed and NET before the Conditional Final Plat goes to city council.

CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT

LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?

____ NATURAL GAS COMPANY APPROVAL

____ ELECTRIC COMPANY APPROVAL

____ TELEPHONE COMPANY APPROVAL

____CABLE COMPANY APPROVAL

CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?

____OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH
____OKLAHOMA CORPORATION COMMISSION, CAROL COLLETT 405-521-2108

DEVELOPMENT SERVICES/ENGINEERING APPROVAL

____STORMWATER PLANS, APPROVED ON:
____PAVING PLANS, APPROVED ON:
____WATER PLANS, APPROVED ON:
____SANITARY SEWER PLANS, APPROVED ON:
____SEWAGE DISPOSAL PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON:
____WATER PLANS, APPROVED BY DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____
____IS A SIDEWALK PERFORMANCE BOND DUE? _____HAVE THEY BEEN SUBMITTED? _____
____ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER
AND PAVING? (CIRCLE APPLICABLE) _____ HAVE THEY BEEN SUBMITTED? _____
____PROJECT ENGINEER/DEVELOPMENT SERVICES REVIEW COMPLETE ON: _____
____BUILDING PAD ELEVATIONS ON EACH LOT PLACED ON A COPY OF THE FINAL PLAT
____MONUMENTS SHOWN ON PLAT
____SLOPE ANALYSIS (1:4) FOR LOTS ADJACENT TO DRAINAGE CHANNELS APPROVED

PLANNING DEPARTMENT APPROVAL

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

FEES

____FINAL PLAT PROCESSING FEE	\$ _____
____WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
____EXCESS SEWER CAPACITY FEE	\$ _____
____ACCELERATION/DECELERATION LANES ESCROW	\$ _____
____WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
____DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
____REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
____REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
____STREET SIGNS, LIGHTS, ETC.	\$ _____
____STORM WATER FEE-IN-LIEU OF DETENTION	\$ _____

TOTAL FEE(S) \$ _____

FINAL PROCESSING OF PLAT

____FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: _____
____FEES PAID ON: _____ IN THE AMOUNT OF: _____
____FINAL PLAT PICKED UP FOR FILING ON: _____
____6 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT
____PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

Draft Final Plat

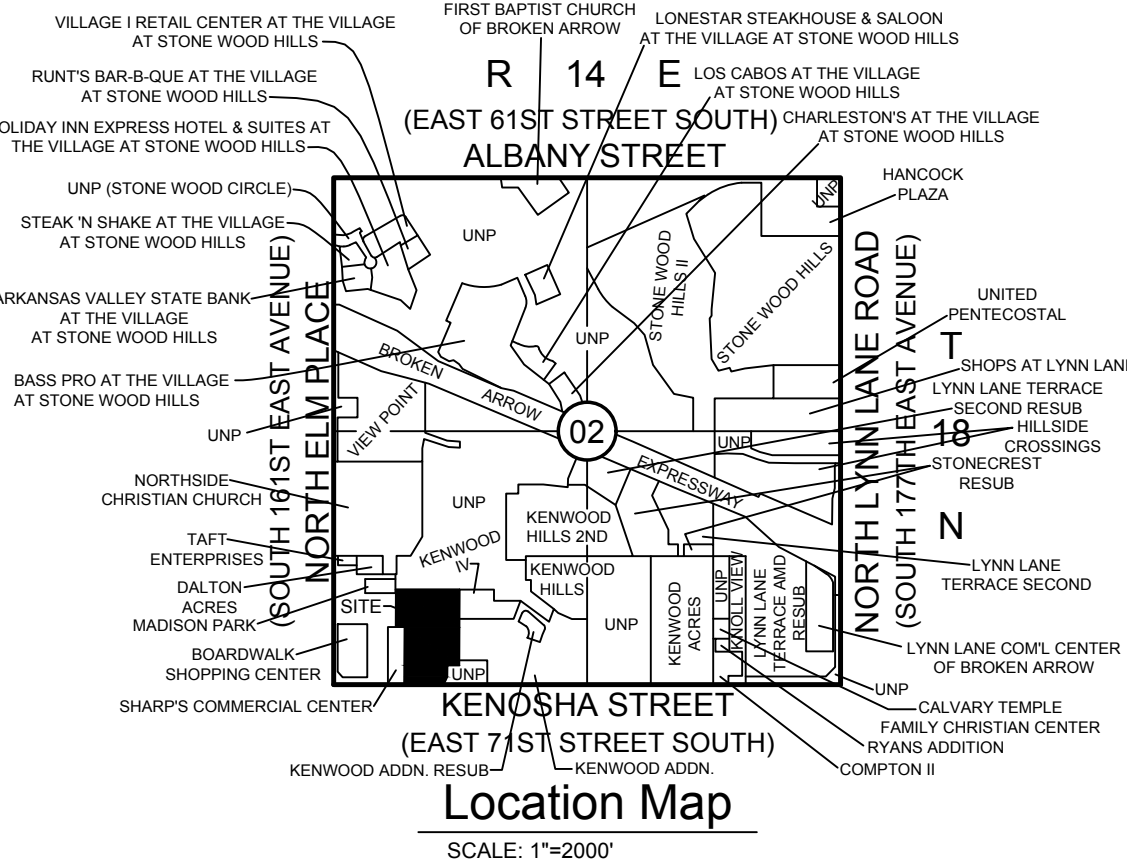
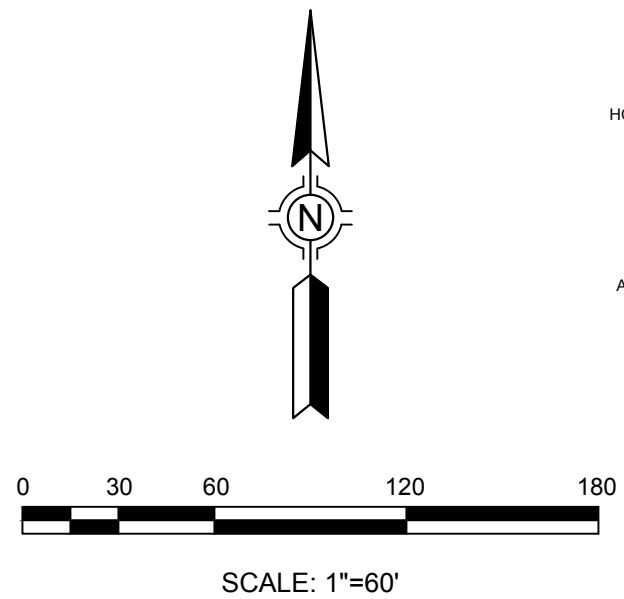
North Rose Business Park

PART OF THE SW QUARTER (SW/4) OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 14 EAST,
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 253-A

Owner/Developer:
Dunhill Properties Rental, LLC
An Oklahoma Limited Liability Company
5103 S. Sheridan Road, Suite #690
Tulsa, OK 74145
Phone: (918) 392-3500
Contact: Mr. Abdul Salam Ahlou, General Partner

Engineer/Surveyor:
Sisemore Weisz & Associates, Inc.
Certificate of Authorization No. 2421 Exp. June 30, 2019
6111 E. 32nd Place
Tulsa, Oklahoma 74135
Phone: (918) 665-3600
E-mail: gweisz@sw-assoc.com



Subdivision Statistics:

SUBDIVISION CONTAINS THIRTEEN (13) LOTS IN THREE (3) BLOCKS
AND TWO (2) RESERVE AREAS
RESERVE AREA "A" CONTAINS 0.814 ACRES (35,490 SF)
RESERVE AREA "B" CONTAINS 0.852 ACRES (37,114 SF)
SUBDIVISION CONTAINS 13.195 TOTAL ACRES (574,780 SF)
W. KENOSHA STREET R/W BEING DEDICATED BY PLAT CONTAINS 0.583 ACRES (25,407 SF)

Legend:

- U/E = UTILITY EASEMENT
- EA/E = EMERGENCY ACCESS EASEMENT
- OD/E = OVERLAND DRAINAGE EASEMENT
- L/S = LANDSCAPE
- LS/E = LANDSCAPE EASEMENT
- BL = BUILDING SETBACK LINE
- R/W = RIGHT-OF-WAY
- ACC = ACCESS
- LNA = LIMITS OF NO ACCESS
- ESMNT. = EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- IP = IRON PIN
- XXXX = STREET ADDRESS
- MA/E = MUTUAL ACCESS EASEMENT

Note:

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

Monumentation:

3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS
UNLESS OTHERWISE NOTED.

Basis of Bearing:

THE BEARING BASE FOR THIS SURVEY IS GRID BEARINGS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, WITH THE SOUTH LINE OF SECTION 2 AS SOUTH 88°32'07" WEST.

Benchmark:

CHISELED SQUARE ON CONCRETE CURB LOCATED APPROXIMATELY 57' SOUTHEAST OF THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, KENOSHA-ELM BUSINESS PARK. NAVD 1988 DATUM ELEVATION=738.40

Backflow Preventer Note:

ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKWATER DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE THEREOF SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER.

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

THIS DOCUMENT IS PRELIMINARY IN
NATURE AND IS NOT A FINAL, SIGNED
AND SEALED DOCUMENT.

Lot Area Table (Block 1)

Lot #	Area (SF)
1	32,204.90
2	26,914.36
3	31,769.63
4	31,769.63
5	37,064.63
6	37,064.63
7	37,504.36
8	44,803.72

Lot Area Table (Block 2)

Lot #	Area (SF)
1	28,851.23
2	28,867.22
3	34,654.60

Lot Area Table (Block 3)

Lot #	Area (SF)
1	19,258.64
2	29,619.25

Line Table

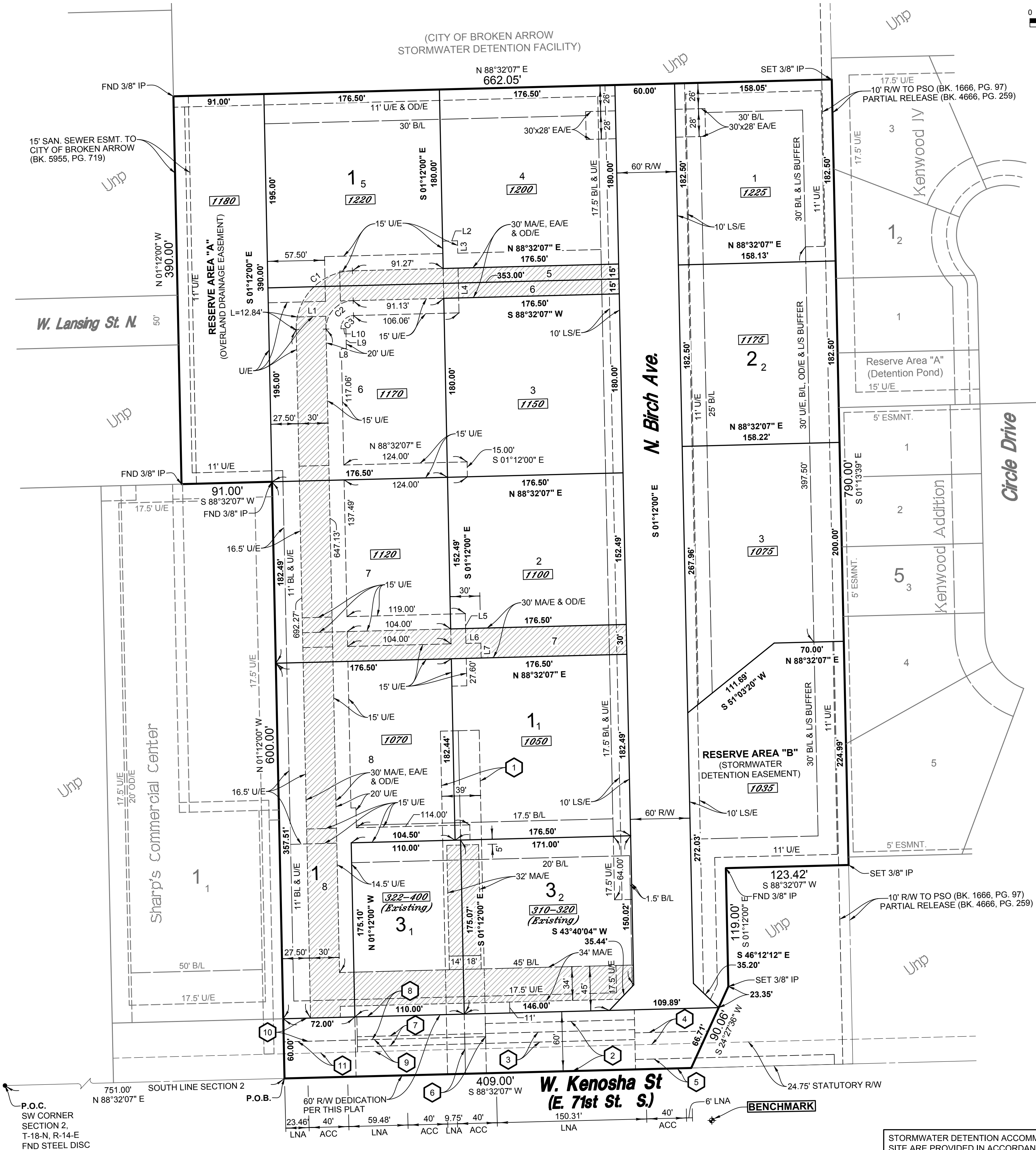
LINE #	LENGTH	BEARING
L1	28.58	S 88°32'07" W
L2	15.00	N 88°32'07" E
L3	12.50	S 01°12'00" E
L4	45.00	S 01°12'00" E
L5	30.00	S 01°12'00" E
L6	15.00	N 88°32'07" E
L7	15.00	S 01°12'00" E
L8	5.00	N 88°48'00" E
L9	20.00	N 01°12'00" W
L10	5.00	S 88°48'00" W

Curve Table

CURVE #	LENGTH	RADIUS	DELTA (Δ)	CHORD LENGTH	CHORD BEARING
C1	90.84'	58.00	89°44'07"	81.83'	N 43°40'04" E
C2	43.85'	28.00	89°44'07"	39.51'	S 43°40'04" W
C3	20.36'	13.00	89°44'07"	18.34'	N 43°40'04" E

Easement Legend:

- PERMISSIVE USE/ENCROACHMENT AGREEMENT (BK. 6498, PG. 1302) & (BK. 6688, PG. 2482) (TO BE CLOSED)
- DEED OF DEDICATION TO THE PUBLIC (BK. 2808, PG. 34)
- R/W TO OKLAHOMA NATURAL GAS (BK. 2358, PG. 434)
- DEED OF DEDICATION TO THE CITY OF BROKEN ARROW (BK. 4164, PG. 997)
- R/W TO OKLAHOMA NATURAL GAS (BK. 2358, PG. 433)
- DEED OF DEDICATION TO THE CITY OF BROKEN ARROW (BK. 4164, PG. 995)
- R/W TO OKLAHOMA NATURAL GAS (BK. 2358, PG. 432)
- SEWER EASEMENT TO CITY OF BROKEN ARROW (BK. 5041, PG. 823)
- DEED OF DEDICATION TO THE CITY OF BROKEN ARROW (BK. 4164, PG. 999)
- SEWER EASEMENT TO THE CITY OF BROKEN ARROW (BK. 5208, PG. 268)
- DEED OF DEDICATION TO THE CITY OF BROKEN ARROW (BK. 4164, PG. 993)



STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION NO. DD-043018-16

CASE NO. PT16-108A DEVELOPMENT NO. XX-XXX

Draft Final Plat

North Rose Business Park

PART OF THE SW QUARTER (SW/4) OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 14 EAST,
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 253-A

Deed of Dedication North Rose Business Park

KNOW ALL MEN BY THESE PRESENTS:

DUNHILL PROPERTIES RENTAL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION TWO (2); THENCE NORTH 88°32'07" EAST ALONG THE SOUTHERLY LINE OF THE SW/4 SW/4 OF SAID SECTION 2 FOR 751.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE NORTH 01°12'00" WEST ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SHARP'S COMMERCIAL CENTER, A SUBDIVISION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND ALONG THE EASTERLY LINE OF SAID SHARP'S COMMERCIAL CENTER, FOR 600.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 88°32'07" WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID SW/4 SW/4, AND ALONG THE NORTHERLY LINE OF SAID SHARP'S COMMERCIAL CENTER, FOR 91.00 FEET; THENCE NORTH 01°12'00" WEST FOR 390.00 FEET; THENCE NORTH 88°32'07" EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID SW/4 SW/4 FOR 662.05 FEET TO A POINT ON THE EASTERLY LINE OF SAID SW/4 SW/4, THE SAME BEING A POINT ON THE WESTERLY LINE OF KENWOOD IV, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 01°13'39" EAST ALONG THE EASTERLY LINE OF SAID SW/4 SW/4, AND ALONG THE WESTERLY LINE OF KENWOOD IV, AND ALONG THE WESTERLY LINE OF KENWOOD, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND ALONG THE SOUTHERLY EXTENSION THEREOF, FOR 790.00 FEET TO A POINT THAT IS NORTH 01°13'39" WEST A DISTANCE OF 200.00 FEET FROM THE SOUTHEAST CORNER OF SAID SW/4 SW/4; THENCE SOUTH 88°32'07" WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID SW/4 SW/4 FOR 123.42 FEET; THENCE SOUTH 01°12'00" EAST FOR 119.00 FEET; THENCE SOUTH 24°27'38" WEST FOR 90.06 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SW/4 SW/4; THENCE SOUTH 88°32'07" WEST ALONG THE SOUTHERLY LINE OF SAID SW/4 SW/4 FOR 409.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 574,780 SQUARE FEET OR 13.195 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 13 LOTS, 3 BLOCKS, AND 2 RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "NORTH ROSE BUSINESS PARK", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY 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 BOUNDARIES 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 EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT.
- ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY 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 EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, 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 OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
- THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, SHALL BE PROHIBITED.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR, IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF KENOSHA-ELM BUSINESS PARK, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION FROM STREETS AND EASEMENTS. NO LOT OWNER(S) 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 SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENT

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, 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, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. LIMITS OF NO ACCESS

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

G. EMERGENCY ACCESS EASEMENT

THE OWNER HEREBY DEDICATES TO THE PUBLIC, A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "EMERGENCY ACCESS EASEMENT" FOR THE PURPOSE OF PROVIDING EMERGENCY ACCESS BY CITY TO SAID TRACT AND TO THE SUBDIVISION ADJACENT TO THE EAST BOUNDARY OF SAID TRACT, INCLUDING BUT NOT LIMITED TO POLICE, FIRE, EMERGENCY MEDICAL AND AMBULANCE SERVICE. THIS EASEMENT IS NOT FOR ORDINARY ACCESS BY THE GENERAL PUBLIC.

CITY OF BROKEN ARROW IS HEREBY GIVEN AND GRANTED POSSESSION OF SAID ABOVE-DESCRIBED TRACT FOR THE PURPOSES AFORESAID, AND GRANTOR, FOR ITSELF AND ITS HEIRS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, COVENANTS THAT NO BUILDING, STRUCTURE, FENCE, WALL OR OTHER ABOVE GROUND OBSTRUCTION, INCLUDING BUT NOT LIMITED TO SHIPPING CONTAINERS, STORAGE CONTAINERS OR HEAVY EQUIPMENT, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED ON THE ABOVE DESCRIBED TRACT; AND FURTHER COVENANTS THAT IT WILL PROVIDE AND MAINTAIN OVER THE FULL WIDTH AND LENGTH OF EASEMENT AREA SURFACING OF GRAVEL OR OTHER ALL-WEATHER MATERIAL SUFFICIENT TO PERMIT PASSAGE OF EMERGENCY VEHICLES; AND MAINTAIN THE EASEMENT AREA IN A CONDITION SUITABLE FOR THE USES DESCRIBED HEREIN; AND FURTHER COVENANTS THAT IN THE EVENT THE TERMS OF THIS PARAGRAPH ARE VIOLATED BY GRANTOR OR ANY PERSON IN PRIVITY WITH IT, SUCH VIOLATION WILL BE CORRECTED IMMEDIATELY UPON RECEIPT OF NOTICE FROM CITY. CITY SHALL HAVE THE RIGHT TO REMOVE OR OTHERWISE ELIMINATE SUCH VIOLATION AND IN THE EVENT THE CITY REMOVES OR ELIMINATES SUCH VIOLATION, GRANTOR SHALL REIMBURSE CITY FOR THE COST.

H. MUTUAL ACCESS EASEMENT

THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS TO ALL OWNERS OF LOTS, OR PARTS THEREOF, IN THE SUBDIVISION, THEIR RESPECTIVE GRANTEEES, TENANTS, INVITEES, GUESTS, SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE PERPETUAL EASEMENT ON, OVER AND ACROSS SUCH PAVED DRIVES AS MAY FROM TIME TO TIME EXIST WITHIN THE SUBDIVISION FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS AND PASSAGE ON, OVER AND ACROSS THE LOTS AND TO AND FROM THE PUBLIC STREETS ADJACENT TO THE LOTS. NOTWITHSTANDING THE FOREGOING, THE ACCESS RIGHTS HEREIN ESTABLISHED MAY, IN THE PARTICULAR INSTANCE AND WITH RESPECT TO A PARTICULAR LOT OR PART THEREOF, BE MODIFIED OR TERMINATED BY ACTION OF THE BROKEN ARROW PLANNING COMMISSION. NOTHING HEREIN SHALL BE DEEMED TO ESTABLISH CROSS-PARKING RIGHTS.

I. RESERVE AREA "A" (OVERLAND DRAINAGE EASEMENT)

- RESERVE AREA "A", DEPICTED ON THE ACCOMPANYING PLAT AS AN OVERLAND DRAINAGE EASEMENT, IS DEDICATED TO THE CITY OF BROKEN ARROW, OKLAHOMA, FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- DRAINAGE FACILITIES OR OTHER IMPROVEMENTS CONSTRUCTED IN THE OVERLAND DRAINAGE EASEMENT SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OF CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- MAINTENANCE OF THE OVERLAND DRAINAGE EASEMENT SHALL BE BY THE OWNER THEREOF IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREA, OF THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF. 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 LOTS OF BLOCK 1 NORTH ROSE BUSINESS PARK, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

J. RESERVE AREA "B", STORMWATER DETENTION EASEMENT

- STORMWATER DETENTION FACILITIES SHALL BE CONSTRUCTED BY THE OWNER / DEVELOPER WITHIN RESERVE AREA "B", THE STORMWATER DETENTION EASEMENT AREA, DESIGNATED ON THE ACCOMPANYING PLAT, ACCORDING TO THE SPECIFICATIONS AND STANDARDS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- RESERVE AREA "B", THE STORMWATER DETENTION EASEMENT AREA WITHIN THE SUBDIVISION, SHALL BE MAINTAINED BY THE OWNERS OF RESERVE "B", NORTH ROSE BUSINESS PARK. THE MAINTENANCE OF THE STORMWATER DETENTION EASEMENT SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF EROSION, APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATIONS, AND THE PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORMWATER DETENTION EASEMENT AREAS. MAINTENANCE OF THE STORMWATER DETENTION EASEMENT SHALL BE AT THE COST OF THE OWNER OF THE LOTS OF BLOCK 2, NORTH ROSE BUSINESS PARK. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - RESERVE AREA "B", THE STORMWATER DETENTION EASEMENT AREA, SHALL BE KEPT FREE OF LITTER; AND
 - RESERVE AREA "B", THE STORMWATER DETENTION EASEMENT AREA, SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING (FOUR) 4 WEEKS.
- IN THE EVENT THE OWNER THE LOTS OF BLOCK 2, NORTH ROSE BUSINESS PARK, FAILS TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORMWATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF RESERVE "B", NORTH ROSE BUSINESS PARK.
- IN THE EVENT THE OWNER OF RESERVE "B", NORTH ROSE BUSINESS PARK, OBLIGATED TO MAINTAIN THE STORMWATER DETENTION EASEMENT, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE OF THE STORMWATER DETENTION EASEMENT AS ABOVE SET FORTH, 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 OWNER OF RESERVE "B", NORTH ROSE BUSINESS PARK. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER / DEVELOPERS SHALL FORM THE NORTH ROSE BUSINESS PARK PROPERTY OWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NON-PROFIT ENTITY ESTABLISHED PURSUANT TO THE GENERAL CORPORATION ACT OF THE STATE OF OKLAHOMA, AND FORMED FOR THE GENERAL PURPOSE OF MAINTAINING RESERVE AREAS "A" & "B", AND OTHER COMMON AREAS WITHIN NORTH ROSE BUSINESS PARK.

B. MEMBERSHIP

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

SECTION III. PLANNED UNIT DEVELOPMENT STANDARDS

WHEREAS, "NORTH ROSE BUSINESS PARK" WAS SUBMITTED AS PART OF PLANNED UNIT MAJOR AMENDMENT DEVELOPMENT PUD 253-A (PUD 253-A) PURSUANT TO THE BROKEN ARROW ZONING ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "BROKEN ARROW ZONING CODE"); AND

WHEREAS, PUD #253-A WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON JUN 14, 2018 AND BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON JULY 3, 2018, OKLAHOMA; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THIS SUBDIVISION FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA; AND AMENDMENTS THERETO; AND

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

THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, BINDING UPON THE OWNER AND ITS SUCCESSORS IN TITLE AND ENFORCEABLE BY THE OWNER, ANY PERSON OWNING A LOT WITHIN "NORTH ROSE BUSINESS PARK", AND BY THE CITY OF BROKEN ARROW, OKLAHOMA, AS HEREINAFTER SET FORTH.

A. PUD DEVELOPMENT AREA "A" - CONSISTING OF BLOCK 1, NORTH ROSE BUSINESS PARK

DEVELOPMENT AREA "A" SHALL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE IL DISTRICT, EXCEPT AS FOLLOWS:

- | | |
|--|------------------------|
| 1. LAND AREA: | 7.379 AC. (321,451 SF) |
| 2. EXISTING ZONING: | RM, R-2, CN, CH |
| 3. PROPOSED ZONING: | PUD / IL |
| 4. PERMITTED USES: | |
| a. OFFICE WAREHOUSE WITH NO MINIMUM OFFICE COMPONENT AREA, | |
| b. MEDICAL OFFICE OR CLINICS, BUSINESS OR PROFESSIONAL OFFICES, FINANCIAL INSTITUTION WITHOUT A DRIVE-THRU FACILITY, | |

- c. MINI-STORAGE FACILITY WITH AN ACCESSORY-USE OFFICE BUILDING AND,
- d. COMMUNICATIONS TOWER (CONTINGENT SPECIFIC USE PERMIT APPROVAL).

- | | |
|-------------------------------|--------------------------------|
| 5. MINIMUM LOT AREA: | 12,000 SF |
| 6. MINIMUM LOT FRONTAGE: | 15 FEET
FLAG LOTS PERMITTED |
| 7. MAXIMUM BUILDING HEIGHT: | 25 FEET |
| 8. MINIMUM BUILDING SETBACKS: | |

- a. FROM THE EASTERLY BOUNDARY OF DEVELOPMENT AREA "A": 17.50 FEET
- b. FROM THE NORTHERLY BOUNDARY OF DEVELOPMENT AREA "A": 30 FEET
- c. FROM THE MOST WESTERLY BOUNDARY OF DEVELOPMENT AREA "A": 80 FEET
- d. FROM THE REMAINING WESTERLY BOUNDARIES OF DEVELOPMENT AREA "A": 11 FEET
- e. FROM THE SOUTHERLY BOUNDARIES OF DEVELOPMENT AREA "A": 17.50 FEET
- f. COMMUNICATION TOWER LIMITED TO THE NORTH 390 FEET OF DEVELOPMENT AREA "A"
9. MINIMUM LANDSCAPED AREA:

A LANDSCAPED AREA OF 30 FEET IN WIDTH IS REQUIRED ALONG THE NORTHERLY AND SOUTHERLY BOUNDARIES OF DEVELOPMENT AREA "A", WITH THE EXCEPTION OF THE MOST WESTERLY BOUNDARY OF DEVELOPMENT AREA "A" WHICH SHALL REQUIRE A MINIMUM 80' WIDTH NATURAL, UNDISTURBED AREA FOR THE PARK GROVE CREEK DRAINAGE WAY. BASED UPON FEMA 100-YEAR FLOODPLAIN LIMITS WITHIN THE EXTREME WESTERLY PORTION OF DEVELOPMENT AREA "A", NO NEW TREE PLANTINGS, FENCING, OR OTHER OBSTRUCTIONS ARE TO BE PLACED WITHIN THE SUBJECT PARK GROVE CREEK DRAINAGE / RESERVE AREA, WITHIN THE 30' WIDTH LANDSCAPE AREA FOR THE REMAINING NORTHERLY AND SOUTHERLY BOUNDARIES OF DEVELOPMENT AREA "A". A MINIMUM OF ONE MEDIUM TO LARGE TREE SHALL BE PLANTED FOR EVERY SEVENTY-FIVE (75) LINEAL FEET OF LANDSCAPE AREA. TREES MAY BE GROUPED TOGETHER OR EVENLY SPACED.

ALONG THE FRONTAGE OF LOTS WITHIN DEVELOPMENT AREA "A" THAT ABUT THE NORTH BIRCH AVENUE RIGHT-OF-WAY, A LANDSCAPE AREA OF 10' IN WIDTH IS REQUIRED. WITHIN THIS 10' WIDTH LANDSCAPE AREA, A MINIMUM OF ONE TREE SHALL BE PLANTED FOR EVERY FIFTY (50) LINEAL FEET OF LANDSCAPE AREA. TREES MAY BE GROUPED TOGETHER OR EVENLY SPACED.

ALL TREES TO BE PLANTED IN THE ABOVE DESCRIBED LANDSCAPE AREAS ARE TO BE A MINIMUM 2" CALIPER WIDTH, SUCH TREES SHALL BE ON THE CITY'S APPROVED TREE LIST OR AS OTHERWISE APPROVED BY THE CITY, AND OTHER APPLICABLE LANDSCAPING REQUIREMENTS OF THE CITY OF BROKEN ARROW ZONING CODE SHALL BE MET.

10. SCREENING / BUFFERING:

OUTDOOR STORAGE AREAS SHALL BE SCREENED FROM VIEW FROM BOUNDARIES OF DEVELOPMENT AREA A. SCREEN FENCE SHALL BE A MINIMUM OF 6' TALL. PARKING AREA SHALL NOT BE CONSIDERED AS STORAGE AREAS. CHAIN LINK FENCES FRONTING NORTH BIRCH AVENUE ARE PROHIBITED. FENCING PLANS WILL BE APPROVED AT THE TIME OF SITE PLAN APPROVAL OF EACH LOT.

THE BUILDING FACADES WHICH ARE DIRECTLY ADJACENT TO NORTH BIRCH AVENUE ROADWAY SHALL BE FULLY CONSTRUCTED OF MASONRY, EXTERIOR INSULATED FINISHED SYSTEMS (EIFS), STUCCO, OR A COMBINATION THEREOF, WITH THE EXCEPTION OF WINDOW OR DOOR OPENINGS.

LIGHTING:

ALL EXTERIOR LIGHTING WITHIN DEVELOPMENT AREA "A" SHALL BE DESIGNED AND CONSTRUCTED TO MEET CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS. SUBMITTAL AND APPROVAL OF EXTERIOR LIGHTING PLANS FOR EACH DEVELOPMENT LOT WITHIN DEVELOPMENT AREA "A" SHALL BE REQUIRED.

11. OFF-STREET PARKING:

PARKING SHALL BE PROVIDED AT THE TIME OF SITE PLAN APPROVAL PER SCHEDULE C OR SECTION 5.4.D.3 OF THE BROKEN ARROW ZONING CODE.

12. SIGNAGE:

INTERIOR SIGNAGE SHALL BE PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS. ADDITIONALLY, ONE (1) OFF-PREMISES ADVERTISING SIGN FOR THE PROPERTY WITHIN AREA A OF NORTH ROSE BUSINESS PARK PROJECT SHALL BE ALLOWED NEAR WEST KENOSHA STREET, IN SOUTHWEST CORNER OF THE DEVELOPMENT. SUCH SIGNAGE SHALL BE LIMITED TO A MAXIMUM HEIGHT OF TWENTY (20) FEET, CONTAIN NO GREATER THAN TWO-HUNDRED (200) FEET OF DISPLAY SURFACE AREA, AND MEET SIGNAGE PLACEMENT AND DESIGN CRITERIA AS SET FORTH IN THE CITY OF BROKEN ARROW ZONING CODE.

13. SOLID WASTE DISPOSAL:
ANY NEW DUMPSTERS IN DEVELOPMENT AREA "A" SHALL BE SCREENED WITH AN OPAQUE FENCE THAT IS HIGHER THAN THE PROPOSED DUMPSTER, SIX FOOT MINIMUM. ANY NEW DUMPSTER(S) IN DEVELOPMENT AREA "A" SHALL NOT BE LOCATED WITHIN THE SETBACK ADJACENT TO NORTH BIRCH AVENUE OR ANY MINIMUM LANDSCAPE BUFFERS.

14. OTHER BULK AND AREA REQUIREMENTS:

PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.

B. PUD DEVELOPMENT AREA "B" - CONSISTING OF BLOCK 2, NORTH ROSE BUSINESS PARK

DEVELOPMENT AREA "B" SHALL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE ON DISTRICT, EXCEPT AS FOLLOWS:

- | | |
|---|---|
| 1. LAND AREA: | 3.128 AC. (136,267 SF) |
| 2. EXISTING ZONING: | RM, R-2, CH |
| 3. PROPOSED ZONING: | PUD / ON |
| 4. PERMITTED USES: | |
| MEDICAL OFFICE OR CLINICS, BUSINESS OR PROFESSIONAL OFFICES, FINANCIAL INSTITUTION WITHOUT A DRIVE-THRU FACILITY, | |
| 5. MINIMUM LOT AREA: | 12,000 SF |
| 6. MAXIMUM LOT AREA: | 2.49 ACRES |
| 7. MINIMUM LOT FRONTAGE: | 100 FEET |
| 8. MAXIMUM BUILDING HEIGHT: | 2-STORIES; UP TO 45 FEET FROM GRADE LEVEL TO THE HIGHEST BUILDING RIDGE LINE. |
| 9. MINIMUM BUILDING SETBACKS: | |
| a. FROM THE EASTERLY RIGHT-OF-WAY LIMITS OF NORTH BIRCH AVENUE: | 25 FEET |
| b. FROM THE NORTHERLY BOUNDARY OF DEVELOPMENT AREA "B": | 30 FEET |
| c. FROM THE EASTERLY BOUNDARY OF DEVELOPMENT AREA "B": | 30 FEET FOR BUILDING STRUCTURES OF 35' OR LESS IN HEIGHT; 50 FEET FOR BUILDING STRUCTURES OVER 45' IN HEIGHT. |
| d. FROM THE SOUTHERLY BOUNDARY OF THE MOST SOUTHERLY LOT LOCATED WITHIN DEVELOPMENT AREA "B": | 10 FEET |
| e. FROM INTERNAL SIDE LOT LINES WITHIN DEVELOPMENT AREA "B": | 0 FEET |

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

Mayor

Attest: City Clerk

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

Draft Final Plat
North Rose Business Park

Sheet 2 of 3
Date Prepared: August 18, 2018

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION NO. DD-043018-16

CASE NO. PT16-108A DEVELOPMENT NO. XX-XXX

Draft Final Plat

North Rose Business Park

PART OF THE SW QUARTER (SW/4) OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 14 EAST,
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

Deed of Dedication
North Rose Business Park

P.U.D. NO. 253-A

10. MINIMUM LANDSCAPED AREA:

A LANDSCAPED AREA OF 30 FEET IN WIDTH IS REQUIRED ALONG THE EXTREME EASTERLY BOUNDARY OF DEVELOPMENT AREA "B" AND MAY BE LARGE AND CONCURRENT WITH UTILITY EASEMENT(S). WITHIN THIS 30' WIDTH LANDSCAPED AREA, A MINIMUM OF ONE MEDIUM TO LARGE TREE SHALL BE PLANTED FOR EVERY THIRTY (30) LINEAL FEET OF LANDSCAPE AREA. TREES MAY BE GROUPED TOGETHER OR EVENLY SPACED, PROVIDED NO SUCH REQUIRED TREES SHALL BE SPACED GREATER THAN A DISTANCE OF FORTY (40) LINEAL FEET AT ANY POINT ALONG SUCH LANDSCAPE AREA. A MINIMUM OF 75% OF THE TREES TO BE PLANTED IN THE SUBJECT LANDSCAPED AREA SHALL BE EVERGREEN, WITH SUCH EVERGREEN TREES HAVING A MINIMUM MATURE HEIGHT OF 15'. UP TO 25% OF THE TREES TO BE PLANTED IN THE LANDSCAPED AREA MAY BE BROADLEAF DECIDUOUS, HAVING A MINIMUM MATURE HEIGHT OF 15'.

ALONG THE NORTHERLY AND SOUTHERLY BOUNDARIES OF DEVELOPMENT AREA "B", WITH THE EXCEPTION OF NORTH BIRCH AVENUE ROADWAY AREAS, A LANDSCAPE AREA OF 30' IN WIDTH IS REQUIRED. WITHIN THIS 30' WIDTH LANDSCAPED AREA, A MINIMUM OF ONE MEDIUM TO LARGE TREE SHALL BE PLANTED FOR EVERY SEVENTY-FIVE (75) LINEAL FEET OF LANDSCAPE AREA. ALONG THE FRONTAGE OF LOTS WITHIN DEVELOPMENT AREA "B" THAT ABUT THE NORTH BIRCH AVENUE RIGHT-OF-WAY, A LANDSCAPED AREA OF 10' IN WIDTH IS REQUIRED. WITHIN THIS 10' WIDTH LANDSCAPE AREA, A MINIMUM OF ONE TREE SHALL BE PLANTED FOR EVERY FIFTY (50) LINEAL FEET OF LANDSCAPE AREA. TREES MAY BE GROUPED TOGETHER OR EVENLY SPACED.

ALL TREES TO BE PLANTED IN THE ABOVE DESCRIBED LANDSCAPE AREAS ARE TO BE A MINIMUM 2" CALIPER WIDTH, SUCH TREES SHALL BE ON THE CITY'S APPROVED TREE LIST OR AS OTHERWISE APPROVED BY THE CITY, AND OTHER APPLICABLE LANDSCAPING REQUIREMENTS OF THE CITY OF BROKEN ZONING CODE SHALL BE MET.

THE ABOVE DESCRIBED LANDSCAPED AREA SHALL BE INSTALLED PER EACH LOT AND APPROVED AT THE TIME OF SITE PLAN AND LANDSCAPE PLAN APPROVAL.

11. SCREENING & BUILDING AESTHETIC REQUIREMENTS:

AN EIGHT (8) FOOT HEIGHT WOODEN OPAQUE SCREENING FENCE SHALL BE REQUIRED ALONG THE FULL LENGTH OF THE EXTREME EASTERLY BOUNDARY LINE OF DEVELOPMENT AREA "B" (ABUTTING THE KENWOOD AND KENWOOD IV ADDITIONS TO THE EAST). CONSTRUCTION OF SUCH SCREENING FENCING SHALL BE IN ACCORDANCE WITH CITY ZONING CODE REQUIREMENTS. THE PICKET SIDE OF THE FENCE SHALL FACE KENWOOD AND KENWOOD IV. CARE SHALL BE EXERCISED UPON CONSTRUCTION OF SUCH FENCING FOR PRESERVATION OF EXISTING EVERGREEN AND DECIDUOUS TREES THAT ARE PRESENTLY LOCATED ALONG THIS FENCE ALIGNMENT AREA. THE FENCE MAY ALSO BE PLACED WEST OF THE EASTERN BOUNDARY TO AVOID AFOREMENTIONED LANDSCAPE AND ESTABLISHED YARDS. THE ENTIRE SUBJECT FENCE WILL BE BUILT AT THE TIME OF THE SUBDIVISION DEVELOPMENT.

FOR ALL BUILDING FACADES WITHIN DEVELOPMENT AREA "B", SUCH BUILDING FACADES SHALL BE FULLY CONSTRUCTED OF MASONRY, EXTERIOR INSULATED FINISHED SYSTEMS (EIFS), STUCCO, OR A COMBINATION THEREOF, WITH THE EXCEPTION OF WINDOW OR DOOR OPENINGS FOR THE PROPOSED BUILDINGS TO BE CONSTRUCTED WITHIN DEVELOPMENT AREA "B". FOR TWO-STORY BUILDING STRUCTURES CONSTRUCTED WITHIN DEVELOPMENT AREA "B", ALL WINDOWS ON THE EAST-FACING UPPER LEVELS OF SUCH STRUCTURES SHALL FULLY CONTAIN TRANSLUCENT OR OBSCURE-VISION GLAZED GLASS. SKYLIGHTS, SOLATUBES, OR OTHER ROOF-MOUNTED PRODUCTS DESIGNED TO ALLOW NATURAL LIGHT INTO SUCH UPPER LEVEL AREAS OF SUCH TWO-STORY BUILDING STRUCTURES SHALL BE ALLOWED.

12. LIGHTING:

ALL EXTERIOR LIGHTING WITHIN DEVELOPMENT AREA "B" SHALL BE DESIGNED AND CONSTRUCTED TO MEET CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS. SUBMITTAL AND APPROVAL OF EXTERIOR LIGHTING PLANS FOR EACH DEVELOPMENT LOT WITHIN DEVELOPMENT AREA "B" SHALL BE REQUIRED.

13. OFF-STREET PARKING:

PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.

14. SIGNAGE:

PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS. ADDITIONALLY, ONE (1) OFF-PREMISES ADVERTISING SIGN FOR THE NORTH ROSE BUSINESS PARK PROJECT SHALL BE ALLOWED NEAR THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH BIRCH AVENUE AND WEST KENOSHA STREET. SUCH SIGNAGE SHALL BE LIMITED TO A MAXIMUM HEIGHT OF TWENTY (20) FEET, CONTAIN NO GREATER THAN TWO-HUNDRED (200) FEET OF DISPLAY SURFACE AREA, AND MEET SIGNAGE PLACEMENT AND DESIGN CRITERIA AS SET FORTH IN THE CITY OF BROKEN ARROW ZONING CODE.

15. SOLID WASTE DISPOSAL:

ANY NEW DUMPSTERS IN DEVELOPMENT AREA "B" SHALL BE SCREENED WITH AN OPAQUE FENCE THAT IS HIGHER THAN THE PROPOSED DUMPSTER. SIX FOOT MINIMUM. EXTERIOR MATERIALS USED UPON SUCH DUMPSTER SCREENING FENCING SHALL BE CONSISTENT WITH THE BUILDING MATERIALS APPLIED TO THE PRINCIPLE BUILDING STRUCTURE UPON SUCH LOT. DUMPSTERS IN DEVELOPMENT AREA "B" SHALL BE LOCATED AT LEAST 30 FEET FROM THE EASTERLY BOUNDARY OF DEVELOPMENT AREA "B".

16. OTHER BULK AND AREA REQUIREMENTS:

PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.

C. PUD DEVELOPMENT AREA "C" - CONSISTING OF BLOCK 3 NORTH ROSE BUSINESS PARK

DEVELOPMENT AREA "C" SHALL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE CN DISTRICT, EXCEPT AS FOLLOWS:

- LAND AREA: 1.129 AC. (49,177 SF)
- EXISTING ZONING: CN
- PROPOSED ZONING: CN
- PERMITTED USES: AS A MATTER OF RIGHT IN A CN - COMMERCIAL NEIGHBORHOOD DISTRICT.
- MINIMUM LOT AREA, MAXIMUM LOT AREA FRONTAGE, MAXIMUM BUILDING HEIGHT: PER CN DISTRICT
- MINIMUM BUILDING SETBACKS:
 - FROM THE SOUTH (CENTERLINE OF W. KENOSHA ST. N.): 105 FEET
 - FROM THE EAST (COLLECTOR STREET): 1.5 FEET
 - FROM THE NORTH (REAR): 20 FEET
 - FROM THE WEST: 0 FEET
- LANDSCAPE REQUIREMENTS:
 - MINIMUM LANDSCAPED AREA: 6%
 - LANDSCAPE EDGE: NONE
 - NEW INTERIOR PARKING LOT LANDSCAPING: PER 5.2.B.C OF THE BROKEN ARROW ZONING ORDINANCE

8. LIGHTING:

ALL EXTERIOR LIGHTING WITHIN DEVELOPMENT AREA "C" SHALL BE DESIGNED AND CONSTRUCTED TO MEET CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS. SUBMITTAL AND APPROVAL OF EXTERIOR LIGHTING PLANS FOR EACH DEVELOPMENT LOT WITHIN DEVELOPMENT AREA "B" SHALL BE REQUIRED.

9. OFF-STREET PARKING:

PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.

10. SIGNAGE:

PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.

11. SOLID WASTE DISPOSAL:

ANY NEW DUMPSTERS IN DEVELOPMENT AREA "C" SHALL BE SCREENED WITH AN OPAQUE FENCE THAT IS HIGHER THAN THE PROPOSED DUMPSTER. SIX FOOT MINIMUM. EXTERIOR MATERIALS USED UPON SUCH DUMPSTER SCREENING FENCING SHALL BE CONSISTENT WITH THE BUILDING MATERIALS APPLIED TO THE PRINCIPLE BUILDING STRUCTURE UPON SUCH LOT.

12. OTHER BULK AND AREA REQUIREMENTS:

85% OF CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT STANDARDS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND TO THE CITY OF BROKEN. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I OR II, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BROKEN ARROW, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND 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 HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PLANNED UNIT DEVELOPMENT STANDARDS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF A MAJORITY OF THE LAND WITHIN THE SUBDIVISION AND WITH THE CONCURRENCE OF THE CITY OF BROKEN ARROW.

D. SEVERABILITY

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

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS DEED OF DEDICATION.

DUNHILL PROPERTIES RENTAL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
ABDUL SALAM ALHLOU
GENERAL PARTNER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2018, BY ABDUL SALAM ALHLOU, AS GENERAL PARTNER OF DUNHILL PROPERTIES RENTAL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC



MY COMMISSION EXPIRES:

AUGUST 14, 2019

COMMISSION NUMBER:

15007563

CERTIFICATE OF SURVEY

I, DEAN ROBINSON OF SISEMORE WEISZ & ASSOCIATES, 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 AS "TOP DOG TRAINING FACILITY" IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.



DEAN ROBINSON
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO: 1146

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2018, BY DEAN ROBINSON AS A LICENSED PROFESSIONAL LAND SURVEYOR.

NOTARY PUBLIC



MY COMMISSION EXPIRES:

AUGUST 14, 2019

COMMISSION NUMBER:

15007563

STORMWATER DETENTION ACCOMMODATIONS FOR THIS
SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU
OF DETENTION DETERMINATION NO: DD-043018-16

CASE NO. PT16-108A DEVELOPMENT NO. XX-XXX

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

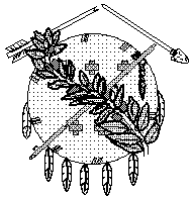
Mayor

Attest: City Clerk

THIS DOCUMENT IS PRELIMINARY IN
NATURE AND IS NOT A FINAL, SIGNED
AND SEALED DOCUMENT.

Draft Final Plat
North Rose Business Park

Sheet 3 of 3
Date Prepared: August 18, 2018



City of Broken Arrow

Request for Action

File #: 18-1044, **Version:** 1

**Broken Arrow Planning Commission
09-13-2018**

To: Chairman and Commission Members
From: Development Services Department
Title: Approval of PT18-102, Conditional Final Plat, Silverleaf II, 121 lots, 31.17 acres, A-1 to PUD-225/RS-3, one-quarter mile north of Omaha Street, west of 37th Street

Background:

Applicant: Alan Betchan, AAB Engineering, LLC
Owner: Fifty-First South LLC
Developer: Fifty-First South, LLC
Engineer: AAB Engineering, LLC
Location: One-quarter mile north of Omaha Street, west of 37th Street
Size of Tract 31.17 acres
Number of Lots: 121
Present Zoning: A-1
Proposed Zoning: PUD-225/RS-3
Comp Plan: Level 2

The conditional final plat of Silverleaf II contains 31.17 acres located one-quarter mile north of Omaha Street, west of 37th Street. The property is presently zoned A-1 (Agricultural). On February 4, 2014, the City Council approved PUD-225 along with BAZ-1904, a request to change the zoning on 6.47 acres from A-1 to RS-3. PUD-225 and BAZ-1904 were approved subject to the property being platted. While PUD-225 encompasses the entire property associated with Silverleaf II, BAZ-1904 is located just to the west. The preliminary plat for Silverleaf II was approved by the Planning Commission on February 22, 2018, subject to an attached checklist.

Previously, on November 1, 2004, the City Council reviewed and approved BAZ-1655 and PUD-148 on 43.84 acres (part of which includes the Silverleaf II property), subject to the property being platted. BAZ-1655 requested the underlying zoning be changed from A-1 to R-3S. On December 13, 2005, Hartford Park, a subdivision containing 24.41 acres was recorded in Wagoner County. The zoning on the property associated with Hartford Park was changed with Ordinance 2959. The zoning on the rest of the property remained A-1. The unplatted portion of BAZ-1665 was included with PUD-225 and is a part of Silverleaf II.

After the approval of PUD-148, the developer purchased an additional 25.08 acres to the south. In 2009, they submitted a request (BAZ-1827) to change the zoning on the 25.08 acres from A-1 to RS-3 and PUD-201. Because of a change in the street pattern previously approved with PUD-148, 6.01 acres of PUD-148 was included with PUD-201. PUD-201 and BAZ-1827 were approved by the City Council on May 19, 2009,

subject to the property being platted. The property has not been platted, and as a result, the zoning remains A-1. PUD-225 incorporated the RS-3 area associated with BAZ-1827.

Water to the addition will be provided by Rural Water District #4, while sanitary sewer will be provided by the City of Broken Arrow. According to FEMA maps, none of the property associated with the Silverleaf II plat is located in a 100-year floodplain area.

Attachments: Checklist
Conditional final plat and covenants

Recommendation: Staff recommends PT18-102, conditional final plat for Silverleaf II, be approved subject to the attached checklist.

Reviewed By: Larry Curtis

Approved By: Michael W. Skates

BDM

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PRELIMINARY PLAT: Silverleaf II
CASE NUMBER: PT18-102
RELATED CASE NUMBERS: PT14-109
COUNTY: Wagoner
SECTION/TOWNSHIP/RANGE: 30-19-15
GENERAL LOCATION: One-quarter mile north of Omaha Street, west of 37th Street
CURRENT ZONING: PUD-225/RS-3
SANITARY SEWER BASIN: Lynn Lane Basin
STORM WATER DRAINAGE BASIN: Adams Creek

ENGINEER: AAB Engineering (Attn: Alan Betchan)
ENGINEER ADDRESS: P.O. Box 2136
Sand Springs, OK 74063
ENGINEER PHONE NUMBER: 918-514-4283

DEVELOPER: Fifty-First South, LLC (Attn: Chuck Ramsay)
DEVELOPER ADDRESS: 1420 W Kenosha Street
Broken Arrow, OK 74012
DEVELOPER PHONE NUMBER: 918-258-6161

PRELIMINARY PLAT

APPLICATION MADE: January 13, 2018
TOTAL ACREAGE: 31.17
NUMBER OF LOTS: 121
TAC MEETING DATE: 02-06-2018
PLANNING COMMISSION MEETING DATE: 02-08-2018
COMMENTS:

1. _____ Identify the property along the east boundary as right-of-way and add a note that says "Right-of-way dedicated by this plat" along N. 37th Street.
2. _____ Place the total acreage with the Subdivision Statistics information.
3. _____ The Subdivision Statics information says there are 121 lots while the legal description on Sheet 2 says 122 lots. Please correct accordingly.
4. _____ Place case number (PT18-102) in lower right corner of plat.
5. _____ In Section II of the covenants regarding "Maximum Number of Lots", change 122 to 214 per the approved PUD.
6. _____ Identify what the southernmost dash line through Lots 8 – 12, Block 5 represents. According to the Hartford Park plat, this is an ONG Right of Way Agreement (Book 518, Page 650). This right of way should be labeled, and another dash line should be added.
7. _____ Change "N. 34th Street" to "N. 34th Place" as per the Hartford Park plat.
8. _____ Show the building setback line on Lot 7, Block 5 along the street frontage to be 25 feet instead of 20 feet.
9. _____ Provide bearings and dimensions to locate the diagonal building setback and utility lines on Lots 2 and 3, Block 1.
10. _____ Provide the lot frontage information on Lots 19 and 20, Block 2. Lots shall front onto the street for at least 30 feet. In addition, provide a written statement (email is acceptable) that the minimum lot frontage of 52 feet is obtained at the building setback line on all pie shaped lots.
11. _____ On Lot 6, Block 6, either show the building setback line to be 25 feet along the entire lot frontage, or show the building setback line to be 20 feet along Vail Street with a restricted access.
12. _____ Correct the type overlay problem on Lot 10, Block 4 (i.e. bearing and restricted access).
13. _____ Add addresses as assigned by the City of Broken Arrow.
14. _____ Section I.I of the covenants, second line change to say "owner/developer".
15. _____ As per PUD 225, show a 20 foot rear building setback line on the lots adjacent to 37th Street.
16. _____ In Section II.K, 2nd paragraph, last line, revise to say as per PUD 225, "The plat will show a 20' building setback line from the lot line adjacent to the west line of the reserve area along 37th Street and from the lot line adjacent to the north line of the reserve area along Omaha Street."
17. _____ Add language to the covenants that Silverleaf II is part of the overall Silverleaf homeowners association that is responsible for the overall maintenance of the reserve areas, perimeter fencing, and landscaping.

18. _____ In Section I.J.2 of the covenants, change "twenty (20) feet" to "twenty-five (25) feet". In addition, add a note to Sheet 1 that states, "On lots with restricted access, the building line setback shall be increased to 25 feet if vehicular access occurs within the restricted access area."
19. _____ An offsite drainage easement is needed for the southwestern most storm sewer. Document number associated with the easement shall be shown on the plat prior to the plat being recorded.
20. _____ Provide closure information.
21. _____ The preliminary plat and the Hartford Park plat do not match, please resolve.
22. _____ Table lengths for Curve numbers C4, C6, C12, C18, C24, & C27 do not equal the lots dimensions shown. Also, the total length given on Lot 7, Block 3 does not equal the lot dimensions shown for Lots 4-6.
23. _____ Show the 50' ONG Right of Way with book and page, and provide a 17.5' U/E outside of the ONG Right of Way.
24. _____ The side lot for Lot 33, Block 1 is inside of the entrance/exit to 37th street, change the R.A. to a L.N.A.
25. _____ Add a backflow preventer table with finished floor elevations.
26. _____ Show the Detention Determination number.
27. _____ On Lots 6-7, Block 1, additional utility easement will be needed to cover the storm sewer clipping the corner of Lot 7.
28. _____ Install public sanitary sewers on lots 24-33 block 1.
29. _____ Utility easement needed for the sanitary sewers between lots 19-20 block 1, on block 4, and on block 5.
30. _____ Use and show Broken Arrow fire hydrants spaced at most 600-feet.

CONDITIONAL FINAL PLAT

NAME OF CONDITIONAL FINAL PLAT: Silverleaf II

APPLICATION MADE: August 2, 2018

TOTAL ACREAGE: 31.17

NUMBER OF LOTS: 121

TAC MEETING DATE: September 11, 2018

PLANNING COMMISSION MEETING DATE: September 13, 2018

CITY COUNCIL MEETING DATE: October 2, 2018

COMMENTS:

31. _____ The conditional final plat and the "no exceptions taken" engineering drawing must agree with respect to Limits of Access and No Access, easement both internal and external, reserve area, traffic control medians, street layouts, rights-of-way, etc. Please provide a written statement (e-mail statement is acceptable) that the conditional final plat agrees with the "no exceptions taken" engineering plans.
32. _____ On Lots 23/24, Block 1, the utility easement line is shown to be more than 15 feet. If this is a drafting error, please correct. If the utility easement needs to be more than 15 feet, please provide bearings and dimensions.
33. _____ Lot 7, Block 5, change the building setback dimension from 20 feet to 25 feet. The building setback line appears to be drawn correctly.
34. _____ Show monuments on plat.
35. _____ In Blocks 1, 4, and 5, either provide written documentation from ONG that they are in agreement to have the utility easement extend into their right-of-way or provide a separate dimension for the utility easement that shows the utility easement to be located outside the ONG right-of-way.
36. _____ Add addresses as assigned by the City of Broken Arrow.
37. _____ Provide landscape plans and fence details for the landscaping and fencing in Reserves A and B.
38. _____ Move the bearing description on N. 36th Street by Lot 14, Block 3 so that it does not conflict with the Restrictive Access description.
39. _____ Confirm and add a note to Sheet 1 of the plat that all pie shaped lots meet the minimum lot frontage of 52.00 feet at the building setback line.
40. _____ Add space for the date that the plat was approved by the City Council to be added to the block that has the Mayor's and City Clerk's signatures.

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?

DEVELOPMENT SERVICES/ENGINEERING APPROVAL

____ STORMWATER PLANS, ACCEPTED ON:
____ PAVING PLANS, ACCEPTED ON:
____ WATER PLANS, ACCEPTED ON:
____ SANITARY SEWER PLANS, ACCEPTED ON:
____ SEWAGE DISPOSAL PLANS, SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON:
____ WATER PLANS SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____
____ IS A SIDEWALK PERFORMANCE BOND DUE? _____ HAVE THEY BEEN SUBMITTED? _____
____ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER
AND PAVING? (CIRCLE APPLICABLE) _____ HAVE THEY BEEN SUBMITTED? _____
____ PROJECT ENGINEER/DEVELOPMENT SERVICES REVIEW COMPLETE ON: _____

PLANNING DEPARTMENT APPROVAL

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

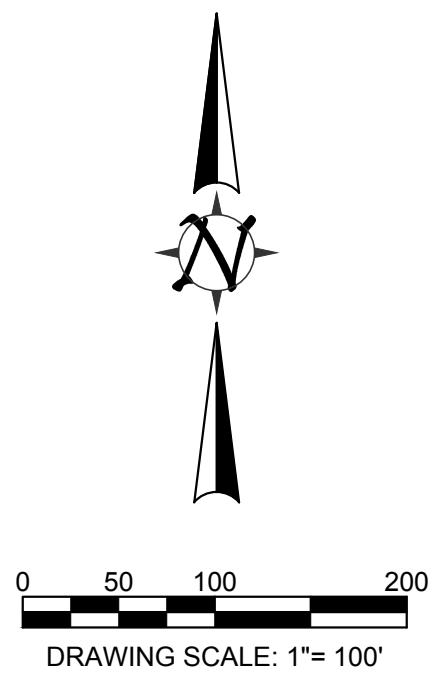
FEES

____ FINAL PLAT PROCESSING FEE (\$150 + (\$5 X ____ LOTS)	\$ _____
____ WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
____ EXCESS SEWER CAPACITY FEE (\$700 X ____ ACRES (LESS ANY AREA IN 100 YEAR FLOODPLAIN ONLY OR AREA IN GOLF COURSE)	\$ _____
____ ACCELERATION/DECELERATION LANES ESCROW	\$ _____
____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
____ STREET SIGNS, LIGHTS, ETC. (\$150 X ____ SIGNS)	\$ _____
____ STORM WATER FEE-IN-LIEU OF DETENTION (.35 X ____ SF IMPERVIOUS AREA)	\$ _____

TOTAL FEE(S) \$ _____

FINAL PROCESSING OF PLAT

____ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: _____
____ FEES PAID ON: _____ IN THE AMOUNT OF: _____
____ FINAL PLAT PICKED UP FOR RECORDATION ON: _____
____ 2 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT
____ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT



LEGEND

B/L.....BUILDING LINE
LNA.....LIMITS OF NO ACCESS
POB.....POINT OF BEGINNING
POC.....POINT OF COMMENCEMENT
ROW.....RIGHT OF WAY
U/E.....UTILITY EASEMENT
D/E.....DETENTION EASEMENT
F/E.....FENCE EASEMENT
BK.....BOOK
PG.....PAGE
R.A.....RESTRICTED ACCESS
[XXXX].....ADDRESS

FLOODPLAIN

PROPERTY IS NOT LOCATED WITHIN A FEDERALLY DEFINED SPECIAL FLOOD HAZARD AREA PER FIRM PANEL "40145C0105J" DATED SEPTEMBER 30, 2016.

SITE DATA

BENCHMARK
5/8" REBAR-1 1/2" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED "90", SET N.E. OF THE INTERSECTION OF 193RD E AVE. AND 51ST ST.
ELEV. = 686.25' (NAVD '88)

BASIS OF BEARINGS
ASSUMED BEARING OF S 01°20'54" E BEING THE EAST LINE OF THE SE/4 OF SECTION 30 T19N R15E.

LAND AREA
1,357,988 SF ± / 31.17 ACRES ±

MONUMENTATION
A 3/8"X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "6318" TO BE SET AT ALL LOT CORNERS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, UNLESS NOTED OTHERWISE.

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 ON IN PLACE OF LEGAL DESCRIPTION.

DETENTION DETERMINATION
DETENTION DETERMINATION NUMBER: DD-111617-39

CERTIFICATE OF SURVEY
THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEER AND LAND SURVEYORS.

OWNER/DEVELOPER

FIFTY-FIRST SOUTH, LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918-288-6161
ATTN: CHUCK RAMSAY

SILVERLEAF II

A SUBDIVISION OF THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST.
CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 225

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS 121 LOTS
IN 6 BLOCKS AND 2 RESERVE AREAS.
CONTAINING 31.17 ACRES

BLOCK 1 AREA:	6.25 ACRES - 33 LOTS
BLOCK 2 AREA:	5.02 ACRES - 28 LOTS
BLOCK 3 AREA:	3.90 ACRES - 24 LOTS
BLOCK 4 AREA:	1.83 ACRES - 10 LOTS
BLOCK 5 AREA:	2.54 ACRES - 12 LOTS
BLOCK 6 AREA:	2.40 ACRES - 14 LOTS
RESERVE A:	1.49 ACRES
RESERVE B:	0.82 ACRES

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	39.28'	25.00'	90°01'30"
C2	145.36'	150.00'	55°31'19"
C3	39.27'	25.00'	90°00'00"
C4	97.08'	100.00'	55°37'16"
C5	21.03'	25.00'	48°11'23"
C6	162.65'	50.00'	186°22'46"
C7	21.03'	25.00'	48°11'23"
C8	39.27'	25.00'	90°00'00"
C9	67.28'	150.00'	25°42'01"
C10	67.62'	150.00'	25°49'39"
C11	21.03'	25.00'	48°11'23"
C12	241.19'	50.00'	276°22'46"
C13	21.03'	25.00'	48°11'23"
C14	39.27'	25.00'	90°00'00"
C15	39.27'	25.00'	90°00'00"
C16	39.27'	25.00'	90°00'00"
C17	39.27'	25.00'	90°00'00"
C18	145.62'	150.00'	55°37'16"
C19	39.27'	25.00'	90°00'00"
C20	28.29'	150.00'	10°48'28"
C21	65.16'	200.00'	18°40'00"
C22	2.47'	250.00'	0°33'58"
C23	48.87'	150.00'	18°40'00"
C24	37.73'	200.00'	10°48'28"
C25	39.27'	25.00'	90°00'00"
C26	39.27'	25.00'	90°00'00"
C27	96.90'	100.00'	55°31'19"
C28	39.27'	25.00'	90°00'00"
C29	30.09'	50.00'	34°28'41"
C30	60.18'	100.00'	34°28'41"
C31	39.27'	25.00'	90°00'00"
C32	39.26'	25.00'	89°58'30"

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BROKEN ARROW
210 SOUTH 1ST STREET
BROKEN ARROW, OK 74012

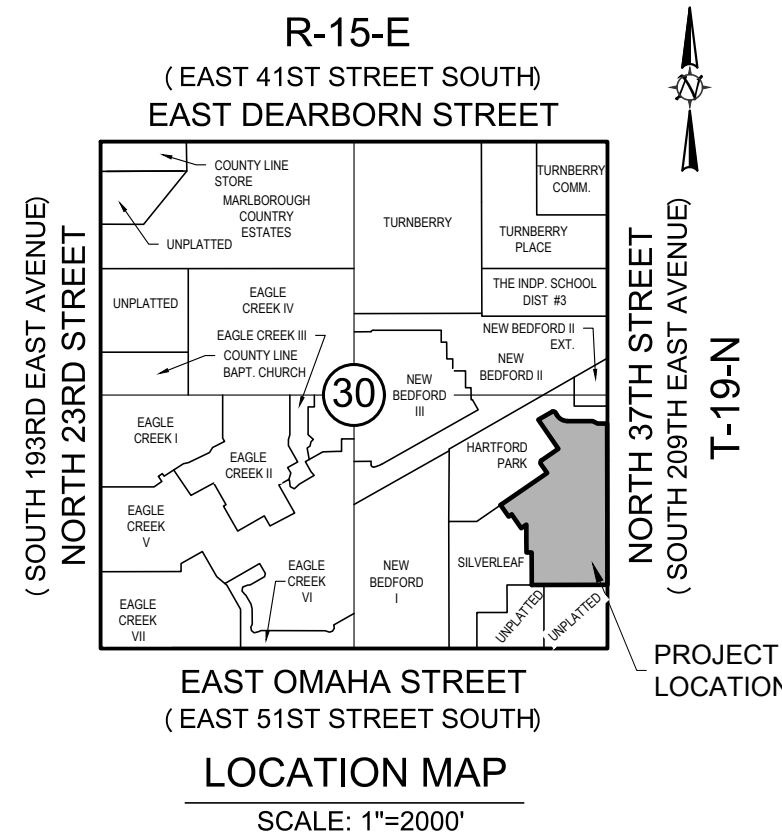
UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY 5848 EAST 15TH STREET BROKEN ARROW, OK 74112 PHONE: 918.831.8293	AEP / PSO 212 EAST 6TH STREET BROKEN ARROW, OK 74119 PHONE: 918.599.2351
WINDSTREAM TELECOM COMPANY 2300 EAST 1ST PLACE BROKEN ARROW, OK 74012 PHONE: 918.451.3427	COX COMMUNICATIONS 11811 EAST 51ST STREET BROKEN ARROW, OK 74145 PHONE: 918.286.4658
WAGONER COUNTY RURAL WATER DISTRICT #4 9816 S. 239TH EAST AVENUE BROKEN ARROW, OKLAHOMA 74014 918-258-2331	

APPROVED BY THE CITY COUNCIL OF THE
CITY OF BROKEN ARROW, OKLAHOMA.

MAYOR

ATTEST: CITY CLERK



MINIMUM FINISH FLOORS

BLOCK 1		BLOCK 2 (CONT)		BLOCK 3 (CONT)	
LOT	MIN. FFE	LOT	MIN. FFE	LOT	MIN. FFE
1	725.00	10	715.00	24	719.00
2	723.00	11	713.00	BLOCK 4	
3	716.00	12	710.00	LOT	MIN. FFE
4	714.00	13	713.00	1	720.50
5	713.00	14	713.00	2	721.00
6	712.00	15	714.00	3	722.00
7	711.00	16	714.00	4	722.50
8	713.00	17	715.00	5	723.00
9	713.00	18	715.00	6	724.00
10	715.00	19	715.00	7	724.00
11	717.00	20	714.00	8	725.00
12	719.00	21	713.00	9	725.00
13	720.00	22	713.00	10	725.00
14	721.00	23	712.50	BLOCK 5	
15	722.00	24	713.00	LOT	MIN. FFE
16	723.50	25	713.00	1	723.00
17	717.00	26	712.00	2	722.00
18	715.00	27	711.00	3	720.00
19	713.00	28	710.00	4	719.00
20	712.00	BLOCK 3		5	717.00
21	710.00	LOT	MIN. FFE	6	715.00
22	710.00	1	721.00	7	714.00
23	711.00	2	721.50	8	723.00
24	712.00	3	722.00	9	724.00
25	713.00	4	723.00	10	726.00
26	714.00	5	724.00	11	727.00
27	714.00	6	724.50	12	727.00
28	714.00	7	723.00	BLOCK 6	
29	713.00	8	722.00	LOT	MIN. FFE
30	712.00	9	720.00	1	728.00
31	711.00	10	718.00	2	728.00
32	710.00	11	717.00	3	728.70
33	708.00	12	717.00	4	728.70
BLOCK 2		13	713.00	5	728.80
LOT	MIN. FFE	14	716.00	6	728.50
1	717.00	15	717.00	7	728.00
2	717.00	16	718.00	8	727.00
3	718.00	17	719.00	9	725.00
4	718.00	18	720.00	10	724.00
5	719.00	19	721.00	11	722.00
6	719.00	20	721.00	12	721.50
7	719.00	21	720.00	13	720.00
8	718.00	22	719.00	14	720.00
9	717.00	23	719.00		

CONDITIONAL FINAL PLAT

SILVERLEAF II

OWNER/DEVELOPER

FIFTY-FIRST STREET SOUTH, LLC

1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918-288-6161
ATTN: CHUCK RAMSAY

ENGINEER/SURVEYOR

AAB ENGINEERING LLC

CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

A SUBDIVISION OF THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 225

KNOW ALL MEN BY THESE PRESENTS:

FIFTY-FIRST SOUTH, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 30; THENCE NORTH 01°20'54" WEST ALONG THE EAST LINE OF THE OF THE SE/4 FOR A DISTANCE OF 662.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°46'55" WEST FOR A DISTANCE OF 789.78 FEET TO THE SOUTHEAST CORNER OF BLOCK 2, SILVERLEAF, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA; THENCE NORTH 01°26'51" WEST ALONG THE EAST LINE OF SILVERLEAF FOR A DISTANCE OF 338.56 FEET; THENCE CONTINUING ALONG THE EAST LINE OF SILVERLEAF FOR THE NEXT 7 CALLS; THENCE SOUTH 88°40'47" WEST FOR A DISTANCE OF 53.00 FEET; THENCE NORTH 01°26'51" WEST FOR A DISTANCE OF 290.00 FEET; THENCE SOUTH 54°04'30" WEST FOR A DISTANCE OF 64.78 FEET; THENCE NORTH 35°55'30" WEST FOR A DISTANCE OF 172.88 FEET; THENCE SOUTH 61°28'00" WEST FOR A DISTANCE OF 0.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 7°23'29", A CHORD BEARING OF SOUTH 57°46'15" WEST, AND A CHORD LENGTH OF 32.23 FEET, FOR AN ARC DISTANCE OF 32.25 FEET; THENCE SOUTH 54°04'30" WEST FOR A DISTANCE OF 6.62 FEET; THENCE NORTH 35°55'30" WEST FOR A DISTANCE OF 145.37 FEET TO A POINT ON THE SOUTH LINE OF HARTFORD PARK, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA; THENCE NORTH 54°10'25" EAST FOR A DISTANCE OF 587.96 FEET, ALONG A SOUTH LINE OF SAID HARTFORD PARK; THENCE NORTH 35°49'35" WEST ALONG THE EASTERLY RIGHT OF WAY OF NORTH 34TH PLACE FOR A DISTANCE OF 115.00 FEET; THENCE CONTINUING ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID HARTFORD PARK FOR THE NEXT 10 CALLS; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 09°10'25" EAST, AND A CHORD LENGTH OF 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE NORTH 54°10'25" EAST FOR A DISTANCE OF 215.03 FEET; THENCE NORTH 35°49'35" WEST FOR A DISTANCE OF 367.78 FEET; THENCE NORTH 58°50'43" EAST FOR A DISTANCE OF 166.62 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°53'45", A CHORD BEARING OF SOUTH 76°12'24" EAST, AND A CHORD LENGTH OF 35.32 FEET, FOR AN ARC DISTANCE OF 39.22 FEET; THENCE SOUTH 31°15'32" EAST FOR A DISTANCE OF 31.37 FEET; THENCE ON ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 60°03'36", A CHORD BEARING OF SOUTH 61°17'28" EAST, AND A CHORD LENGTH OF 125.12 FEET, FOR AN ARC DISTANCE OF 131.04 FEET; THENCE NORTH 88°40'39" EAST FOR A DISTANCE OF 333.21 FEET; THENCE SOUTH 46°11'55" EAST FOR A DISTANCE OF 42.33 FEET; THENCE NORTH 88°40'39" EAST FOR A DISTANCE OF 50.15 FEET TO A POINT ON THE EAST LINE OF THE SE/4 OF SECTION 30; THENCE SOUTH 01°20'54" EAST ALONG THE EAST LINE OF THE SE/4 FOR A DISTANCE OF 1676.21 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,357,988 SQUARE FEET OR 31.17 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 121 LOTS IN 6 BLOCKS AND 2 RESERVE AREAS EACH ONE REFERRED TO HEREIN AS A "LOT" OR COLLECTIVELY AS "LOTS", IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "SILVERLEAF II", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "SILVERLEAF II" OR THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BROKEN ARROW 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 RELAY ALL UTILITY LINES, INCLUDING WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED, 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 SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY LINES AND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION SERVICES MAY BE LOCATED ALONG THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION. OTHERWISE, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS AND IN THE RIGHTS-OF-WAY FOR PUBLIC STREETS AS DEPICTED BY THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE 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 CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY

CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR COMMUNICATION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

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

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.
- WITHIN THE UTILITY AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, STORM SEWER OR DRAINAGE WAYS, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED. THE CITY OF BROKEN ARROW, INTER ALIA, MAY SPECIFICALLY ENFORCE THIS PROVISION.
- WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS AS THE PROVIDER, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES OR STORM WATER FACILITIES. WAGONER COUNTY RURAL WATER DISTRICT #4 SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF POTABLE WATER FACILITIES. ITS SUCCESSOR UTILITY OR MUNICIPALITY PROVIDING WATER SERVICE SHALL HAVE SIMILAR RIGHT OF ACCESS.
- WHERE WATER LINES ARE INSTALLED WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT #4, OKLAHOMA, OR ITS SUCCESSORS; THE UTILITY EASEMENTS DEDICATED HEREIN FOR THE PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED TO WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS OR ASSIGNS, AS THE EXCLUSIVE PROVIDER OF POTABLE WATER TO THE SUBDIVISION. SEWER, GAS, ELECTRIC, COMMUNICATION, CABLE, SOLID WASTE MANAGEMENT, AND OTHER PROVIDERS OF UTILITIES, OTHER THAN POTABLE WATER, MAY ALSO USE SAID EASEMENTS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, WAGONER COUNTY RURAL WATER DISTRICT #4, THEIR SUCCESSORS, OR ANY UTILITY PROVIDER OF SERVICES AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

E. GAS SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
- WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.
- THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, 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 OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND 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.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

F. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

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

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO NORTH 37TH STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BROKEN ARROW AREA PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

H. RESERVE AREAS A & B

- THE USE OF RESERVE AREAS A & B DEDICATED ON THE PLAT OR SUBSEQUENTLY DEDICATED FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND DETENTION, AS WELL AS UTILITY EASEMENTS AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. MAINTENANCE OF RESERVE AREAS A & B WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN RESERVES A & B SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVES A & B NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNERS, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNERS IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
 - GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
 - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
 - LANDSCAPING, APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL BE ALLOWED WITHIN RESERVES A & B.
 - IN THE EVENT THE OWNERS SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNERS. IN THE EVENT THE OWNERS FAIL 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 IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

I. SIDEWALKS

SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. THE OWNER/DEVELOPER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN ANY RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER/DEVELOPER, THE BUILDER OF A RESIDENCE ON EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS.

J. MINIMUM BUILDING SETBACKS AND YARDS

- NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.
- EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN FIFTEEN (15) FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN TWENTY-FIVE (25) FEET.
- THE MINIMUM REAR YARD SHALL BE TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.
- NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCR OACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

K. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED BY THE CITY OF BROKEN ARROW UNTIL COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY OF BROKEN ARROW. ANY AND ALL CONSTRUCTION PURSUANT TO ANY BUILDING PERMIT, BUT PRIOR TO THE CITY OF BROKEN ARROW'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT, SHALL BE AT THE OWNER/DEVELOPER'S, CONTRACTOR'S/BUILDER'S OR INVESTOR'S OWN RISK.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

A. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS SILVERLEAF WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD 225 PURSUANT TO SECTION 2.Y, ARTICLE A OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, (ORDINANCE NO. 2931) AS AMENDED AND EXISTED ON FEBRUARY 1, 2008 (HEREINAFTER REFERRED TO AS THE "BROKEN ARROW ZONING ORDINANCE"), WHICH P.U.D. NO. 225 WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION ON JANUARY 9, 2014, AND WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON FEBRUARY 4, 2014; WHEREAS THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE REQUIRED THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUING COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA; THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

B. PERMITTED USES

SINGLE FAMILY DETACHED DWELLINGS

C. GROSS LAND AREA

51.04 ACRES

D. MINIMUM GROSS LAND AREA PER DWELLING UNIT: (DU)

8,500 SF

E. MAXIMUM NUMBER OF DWELLING UNITS

214

F. MINIMUM LOT WIDTH

52 FEET

G. MINIMUM LOT SIZE

6,000 SF

H. MINIMUM REAR YARD

20 FEET, INCLUDING LOTS ADJACENT TO THE RESERVE AREA PARALLELING 37TH E. AVENUE.

I. STREET DESIGN AND ACCESS LIMITATIONS

PUBLIC STREETS IN ACCORDANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA MANUAL WILL ABUT EACH LOT. THE PROPOSED STREET NETWORK WILL CONNECT TO EXISTING STUB STREETS WITHIN HARTFORD PARK ON THE NORTH. THREE LANE ENTRIES CONFORMING TO CITY OF BROKEN ARROW LAND SUBDIVISION CODE WILL BE CONSTRUCTED AT 37TH STREET (209TH EAST AVENUE) ON THE EAST AND OMAHA STREET (51ST STREET SOUTH) ON THE SOUTH. NO LOT WITHIN THE SUBDIVISION WILL BE PERMITTED DIRECT ACCESS TO 37TH STREET. SIDEWALKS WILL BE CONSTRUCTED BY THE DEVELOPER ALONG 37TH STREET AS WELL AS ALL RESERVE AREAS ABUTTING STREET RIGHT OF WAY. SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF BROKEN ARROW LAND SUBDIVISION CODE.

J. UTILITIES

STORM SEWER AND SANITARY SEWER WILL BE CONSTRUCTED BY THE DEVELOPER ACCORDING TO CITY OF BROKEN ARROW STANDARDS AND WILL BE DEDICATED TO THE CITY OF BROKEN ARROW. THE WATERLINE WILL BE TURNED OVER TO WAGONER COUNTY RURAL WATER DISTRICT #4. FRANCHISE UTILITIES WILL BE INSTALLED WITHIN THE PROVIDED UTILITY EASEMENTS BY THEIR RESPECTIVE OWNERS. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND WITH THE EXCEPTION OF THOSE ABUTTING ARTERIAL STREETS.

K. LANDSCAPE AND SCREENING STANDARDS

LANDSCAPING AND SCREENING WILL BE PROVIDED ALONG 37TH STREET AND OMAHA STREET IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE. IN ADDITION, A LANDSCAPE RESERVE AREA OF AT LEAST 15 FEET IN WIDTH SHALL BE PROVIDED ALONG 37TH STREET AND OMAHA STREET. AT LEAST ONE TREE FROM THE APPROVED LARGE TREE LIST IN THE BROKEN ARROW ZONING ORDINANCE SHALL BE INSTALLED IN THE RESERVE AREA FOR EVERY 40' FRONTAGE ALONG 37TH STREET AND OMAHA STREET. ALL TREES SHALL BE AT LEAST 2.5 INCHES IN CALIPER, EXCEPT THAT A TREE-FORM CRAPE MYRTLE, WITH ANTICIPATED FULL HEIGHT OVER 15 FEET MAY BE USED IN SELECTED LOCATIONS ALONG THE RESERVE AREA, HOWEVER, LESS THAN 50 PERCENT OF THE REQUIRED TREES SHALL BE CRAPE MYRTLE. IF OVERHEAD UTILITIES ARE INSTALLED ALONG THE 37TH STREET AND OMAHA STREET RIGHTS-OF-WAY, SMALL TREES MAY BE ALLOWED IN LIEU OF THE LARGE TREE COMMITMENT.

ALL OPEN SPACE RESERVE AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. THE 15' LANDSCAPE RESERVE SHALL BE WHOLLY CONTAINED WITHIN THE STANDARD 35' BUILDING SETBACK LINE ALONG 37TH STREET AND OMAHA STREET. THE PLAT WILL SHOW A 20' BUILDING SETBACK LINE FROM THE LOT LINE ADJACENT TO THE WEST LINE OF THE RESERVE AREA ALONG 37TH STREET AND FROM THE LOT LINE ADJACENT TO THE NORTH LINE OF THE RESERVE AREA ALONG OMAHA STREET.

AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE AT LEAST 6' IN HEIGHT SHALL BE CONSTRUCTED ALONG BOTH ARTERIAL STREETS IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE. SAID FENCE SHALL BE INSTALLED BY THE OWNER/DEVELOPER IN RESERVE A AND SHALL INCLUDE A FENCE OFFSET OR 2' SQUARE MASONRY COLUMN SPACED NOT MORE THAN 80' ALONG THE LENGTH OF THE STREET RIGHT OF WAY. IN THE RESERVE ADJACENT TO 37TH STREET, THE FENCE SHALL BE CONSTRUCTED OF AN "AMERISTAR ORNAMENTAL FENCE." ROUND POST AND RAILS WITH VINYL COATED CHAIN LINK OR A SIMPLE THREE RAIL FENCE. MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE HOMEOWNERS ASSOCIATION. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE CITY OF BROKEN ARROW CONCURRENTLY WITH THE LANDSCAPE PLANS. ANY TRAFFIC ISLANDS SURROUNDED BY STREET RIGHT OF WAY SHALL INCLUDE APPROPRIATE LANDSCAPING AND BERMS TO ADD VISUAL CHARACTER TO COMMUNITY AND AID IN SLOWING TRAFFIC PATTERNS THROUGH THE PROJECT SITE.

SECTION III. PRIVATE RESTRICTIONS

A. ARCHITECTURAL COMMITTEE

- PLAN REVIEW. NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
- COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.
- TRANSFER OF DUTIES. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON LATER OF JANUARY 1, 2019, OR THE TRANSFER OF THE OWNER/DEVELOPER OF ITS LAST LOT IN THE ADDITION BE DEEMED TRANSFERRED TO THE SILVERLEAF II HOMEOWNERS' ASSOCIATION, INC., OWNER/DEVELOPER, OR UPON WRITTEN ASSIGNMENT TO SAID HOMEOWNERS' ASSOCIATION BY THE OWNER/DEVELOPER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

CONDITIONAL FINAL PLAT

SILVERLEAF II

OWNER/DEVELOPER

FIFTY-FIRST STREET SOUTH, LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918-258-6161
ATTN: CHUCK RAMSAY

A SUBDIVISION OF THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION
THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST.
CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

P.U.D. NO. 225

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

- B. USE
THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES. ONLY ONE RESIDENCE SHALL BE PERMITTED UPON A LOT.
- C. FLOOR AREA
1. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA.
2. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 1,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.
3. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, 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 SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREAS, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREAS, AND ANY AREA LESS THAN FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.
4. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPH 1 AND 2 OF THIS SUBSECTION C.
- D. MAXIMUM BUILDING HEIGHT
NO BUILDING SHALL EXCEED TWO AND ONE HALF STORIES OR THIRTY- FIVE FEET IN HEIGHT.
- E. GARAGES
WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF TWO PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.
- F. FOUNDATIONS
ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.
- G. MASONRY
THERE SHALL NOT BE ANY SPECIFIC MASONRY REQUIREMENT OTHER THAN PARAGRAPH F ABOVE.
- H. WINDOWS
WITHIN A DWELLING, ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.
- I. ROOF PITCH
NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, EXCEPT FOR PORCHES AND PATIOS THAT IN NO EVENT SHALL HAVE A ROOF PITCH OF LESS THAN 4/12.
- J. ROOFING MATERIALS
ROOFING FOR A DWELLING SHALL BE SELF-SEALING COMPOSITION SHINGLES, TAMKO HERITAGE 30 YEAR WEATHERED WOOD IN COLOR. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED.
- K. DRIVEWAYS
DRIVEWAYS SHALL BE CONCRETE, SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, AND SHALL REQUIRE APPROVAL OF THE ARCHITECTURAL COMMITTEE.
- L. FENCING
1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. PROVIDED, HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO THE SIDE YARD LOT LINE, EXCEPT AS SPECIFIED IN SECTION L(2) IMMEDIATELY BELOW, (I) ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD; AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING IS PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET AND WOOD FENCES SHALL BE STAINED WITH CLEAR STAIN UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL COMMITTEE. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PREAPPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODEN POST AND TOP RAIL IS RESTRICTED TO LOTS ADJACENT TO RESERVE AREAS ONLY IN ACCORDANCE WITH SECTION III(L)(2) IMMEDIATELY BELOW.
2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES, PONDS OR DETENTION FACILITIES IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FIVE FEET (5') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING THE LAKE, POND OR DETENTION AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES, PONDS OR DETENTION AREAS AND SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.
- M. SEASONAL DECORATIONS
ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.
- N. ON-SITE CONSTRUCTION
NO RESIDENCE OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.
- O. OUTBUILDINGS
WITHIN EACH LOT, OUTBUILDINGS ARE PROHIBITED.
- P. SWIMMING POOLS
ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.
- Q. ANTENNAS
EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, EXCEPT SATELLITE DISHES NOT EXCEEDING 20" IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE, OR GROUND MOUNTED WITHIN A REAR YARD IF NOT EXCEEDING 6' IN HEIGHT, AND IN EACH INSTANCE THE SATELLITE DISH SHALL NOT BE VISIBLE FROM THE STREET VIEW OF THE DWELLING.

- R. LOT MAINTENANCE
NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOVED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.
- S. RECREATIONAL VEHICLES
BOATS, TRAILERS, CAMPERS AND OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.
- T. NON-RECREATIONAL TRAILERS, MACHINERY AND EQUIPMENT
NO NON-RECREATIONAL TRAILERS, MACHINERY OR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, OR ON ANY STREET WITHIN THE SUBDIVISION; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY AND EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE.
- U. CLOTHESLINES AND GARBAGE RECEPTACLES
EXPPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT OR ANY RESERVE AREA.
- V. ANIMALS
NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.
- W. NOXIOUS ACTIVITY
NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT OR UPON ANY RESERVE AREA, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- X. SIGNAGE
NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT. SIGNS USED BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE ANY PROPERTY WITHIN THE ADDITION DURING THE CONSTRUCTION AND LOT SALES PERIOD MAY BE UP TO TWELVE (12) SQUARE FEET. OWNER/DEVELOPER MAY MAINTAIN SIGNAGE AND PROMOTIONAL DISPLAYS FOR AS LONG AS IT OWNS A LOT IN THE ADDITION.
- Y. MATERIALS AND STORAGE
NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.
- Z. GARAGE SALES/YARD SALES
GARAGE SALES/YARD SALES WILL BE ALLOWED ONCE EACH CALENDAR YEAR. THE DATE WILL BE SET BY THE BOARD OF DIRECTORS OF THE SILVERLEAF II HOMEOWNERS' ASSOCIATION.
- AA. TEMPORARY TRASH RECEPTACLES
A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.
- BB. BASKETBALL GOALS
NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN ANY OF THE STREET RIGHTS OF WAY.

SECTION IV. HOMEOWNERS' ASSOCIATION

- A. FORMATION OF HOMEOWNERS' ASSOCIATION
THE OWNER/DEVELOPER HAS FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN SILVERLEAF II (HEREINAFTER AND HERETOFORE REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE RESERVE AREAS AND PERIMETER FENCING, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PHASES OF SILVERLEAF II. THE SILVERLEAF II HOMEOWNERS' ASSOCIATION IS A PART OF THE OVERALL SILVERLEAF HOMEOWNERS' ASSOCIATION ESTABLISHED ON RECORDED PLAT NO. PLC5-434B.
- B. MEMBERSHIP
EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.
- C. ASSESSMENT
EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

- A. ENFORCEMENT
THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, PRIVATE RESTRICTIONS, AND SECTION III, HOMEOWNERS' ASSOCIATION, SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE OWNER OF ANY LOT SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN THE RESTRICTIVE COVENANTS HEREIN AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

- B. DURATION
THE RESTRICTIVE COVENANTS HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.
- C. AMENDMENT
THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PLANNING COMMISSION OF THE CITY OF BROKEN ARROW AND STAFF, OR ITS SUCCESSORS AND BY THE OWNER/DEVELOPER WHILE AN OWNER OF AT LEAST ONE (1) LOT, AND AFTER THE OWNER/DEVELOPER HAS TRANSFERRED ALL LOTS BY THE OWNER/DEVELOPER OF A MAJORITY OF THE LOTS CONTAINED WITHIN THE SUBDIVISION. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS CONTAINED WITHIN SECTION IV, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.
- D. SEVERABILITY
INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: FIFTY-FIRST SOUTH, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 2018.

FIFTY-FIRST SOUTH, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
GLENN SHAW, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF WAGONER)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2018, BY GLENN SHAW, MANAGER OF FIFTY-FIRST SOUTH, LLC.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, JAY P. BISSELL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "SILVERLEAF II" AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

JAY P. BISSELL
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1318

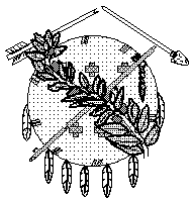


STATE OF OKLAHOMA)
) SS
COUNTY OF WAGONER)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2018, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 20, 2019
COMMISSION NUMBER: 11010522





City of Broken Arrow

Request for Action

File #: 18-1039, **Version:** 1

Broken Arrow Planning Commission

09-13-2018

To: Chairman and Commission Members

From: Development Services Department

Title:

Approval of PT18-105, Preliminary Plat, RDS Business Park, 19.70 acres, 6 Lots, A-1 to CN, one-quarter mile north of Kenosha Street, east of 23rd Street

Background:

Applicant: JR Donelson, JR Donelson, Inc.

Owner: RDS Investments, LLC

Developer: RDS Investments, LLC

Engineer: JR Donelson, Inc.

Location: One-quarter mile north of Kenosha Street, east of 23rd Street

Size of Tract 19.70 acres

Number of Lots: 6

Present Zoning: A-1 to CN (BAZ-2007)

Comp Plan: Level 4

PT18-105, the preliminary plat for RDS Business Park, contains 19.70 acres and is proposed to be divided into six lots and two reserve areas. This property, which is located one-quarter mile north of Kenosha Street, east of 23rd Street, is presently zoned A-1. On August 14, 2018, the City Council approved BAZ-2007 to change the zoning on the property from A-1 to CN (Commercial Neighborhood). BAZ-2007 was approved subject to the property being platted.

On June 29, 2009, the City Council reviewed and approved BACP 103, a request to change the Comprehensive Plan designation on the property from Level 3 to Level 4. BACP 103 was approved subject to the property being platted. It was specified with BACP 103 that as part of the platting process, Hillside Drive would be extended from 23rd Street to the east property line. As part of the 2012 Update to the Comprehensive Plan, the land use designation on the property was changed to Level 4.

With the CN zoning, Hillside Drive is classified as a commercial street. According to the Engineering Design Criteria Manual, the right-of-way for commercial streets is 80 feet. The preliminary plat only shows 60 feet of right-of-way for Hillside Drive, which needs to be changed to 80 feet. Similarly, 23rd Street is classified as a primary arterial street, which requires 60 feet of right-of-way from the section line. The preliminary plat only shows 50 feet, which needs to be changed to 60 feet.

The preliminary plat shows one point of access to 23rd Street from Lot 1, Block 1 and another point of access from Lot 2, Block 1. The Zoning Ordinance requires access points to arterial streets to be at least 250 feet apart, centerline to centerline. The proposed access points do not meet this requirement and need to be removed. By the Zoning Ordinance, the only access allowed to 23rd Street from this property is the continuation of Hillside Drive.

In the future there may be a traffic signal at Hillside Drive and 23rd Street. It is important that there be cross access between the RDS Business Park and Tiger Plaza to the south. Therefore, either a public street needs to be provided that connects Hillside Drive with Lot 2, Block 1 of Tiger Plaza or a mutual access easement of at least 50 feet in width needs to be shown on the plat.

According to the FEMA maps, none of the property is located in a 100-year floodplain area. On-site storm water detention is required. An overland drainage easement has been provided, but these areas need to be placed in a reserve area with the maintenance of these areas identified in the covenants.

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

Attachments: Checklist
 Preliminary Plat and Covenants
 Conceptual Utilities

Recommendation:

Staff recommends PT18-105, preliminary plat for RDS Business Park, be approved, subject to the attached checklist.

Reviewed By: **Larry R. Curtis**

Approved By: **Michael Skates**

BDM

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PRELIMINARY PLAT: RDS Business Park
CASE NUMBER: PT18-105
RELATED CASE NUMBERS: BAZ-2007
COUNTY: Wagoner
SECTION/TOWNSHIP/RANGE: 06/T18N/R15E
GENERAL LOCATION: North of the northeast corner of Kenosha Street and 23rd Street
CURRENT ZONING: A-1 (CN approved subject to platting via BAZ-2007)
SANITARY SEWER BASIN: Lynn Lane
STORM WATER DRAINAGE BASIN: Adams Creek

ENGINEER: JR Donelson, Inc.
ENGINEER ADDRESS: 12820 S. Memorial Drive
Bixby, OK 74008
ENGINEER PHONE NUMBER: 918-394-3030

DEVELOPER: RDS Investments, LLC
DEVELOPER ADDRESS: 304 N. Redbud
Broken Arrow, OK
DEVELOPER PHONE NUMBER: 918-231-7519

PRELIMINARY PLAT

APPLICATION MADE: August 15, 2018
TOTAL ACREAGE: 19.70
NUMBER OF LOTS: 6
TAC MEETING DATE: September 11, 2018
PLANNING COMMISSION MEETING DATE: September 13, 2018
COMMENTS:

1. _____ Change "Madison Street" to "Hillside Drive".
2. _____ Hillside Drive is a commercial street. As per the engineering design criteria manual, the width of the street right-of-way needs to be increased from 60 feet to 80 feet. In addition, the right-of-way on Hillside Drive at the intersection with 23rd Street shall be wide enough to accommodate at least three outbound lanes, a median, and two inbound lanes.
3. _____ Show limits of no access to N. 26th Place and at the east end of Hillside Drive. Incorporate into the covenants that vehicular access to N. 26th Street shall occur only in an emergency.
4. _____ Either show a mutual access easement of at least 50 feet in width that extends from Hillside Drive to Lot 2, Block 1 of Tiger Plaza, or show this as a public street.
5. _____ Place case number (PT18-105) in lower right corner of plat.
6. _____ The proposed access points from Lot 1, Block 1 and Lot 1, Block 2 to 23rd Street do not meet the separation requirements of the Zoning Ordinance. Remove both access points and show limits of no access along the entire 23rd Street frontage of Lot 1, Block 1 and Lot 1, Block 2. In addition, as per the Zoning Ordinance, show limits of no access along the south boundary of Lot 1, Block 1 and north boundary of Lot 1, Block 2 for 250 feet from the centerline of 23rd Street.
7. _____ Show corner clips instead of rounded curves the intersection of Hillside Drive with 23rd Street.
8. _____ On the plat, add "N. 23rd Street" and place S. 193rd E. Avenue in parenthesis.
9. _____ The property will be zoned CN with the recording of the plat. The CN district requires all buildings to setback at least 50 feet from all street right-of-way. Therefore, change the building line setback from 25 feet to 50 feet.
10. _____ Identify who the engineer is in the upper left corner and provide Certificate of Authorization Number.
11. _____ Add "N. 37th Street" to location map.
12. _____ 23rd Street is a primary arterial street, which requires 60-feet of right-of-way from the section line. The plat shows 50 feet. Therefore, revise to show 60-feet of right-of-way from the section line along 23rd Street.
13. _____ Either show the document numbers for 60 feet of right-of-way dedication along 23rd Street and/or show right-of-way dedicated by this plat.
14. _____ Show the right-of-way dimension for Hillside Drive along the east side of the plat to two decimal points.
15. _____ Show the 10-foot wide utility easement on the west side of Lot 2, Block 1 to extend north along the west boundary of the overland drainage easement.

16. ____ Show the Overland Drainage Easement and detention easement on the north side of Hillside Drive as Reserve A and the Overland Drainage Easement on the south side of Hillside Drive to Reserve B. In the covenants, reference that the maintenance of Reserve A and Reserve B is the responsibility of the property owner.
17. ____ The Tiger Plaza plat references a 20-foot wide drainage easement north of Reserve A of Tiger Plaza. Show this easement and the associated document number on the plat.
18. ____ With a 50-foot building line setback, confirm in writing, email is acceptable, that Lot 2, Block 1 is a buildable lot.
19. ____ In Section 2.d of the covenants, change "Rockford Industrial Park" to "RDS Business Park". Correct typo error in Section 3.d of the covenants.
20. ____ Add language about limits of no access to the covenants and how these cannot be changed without approval from the Planning Commission.
21. ____ Identify in the covenants that by the Zoning Ordinance an eight-foot high fence is required along the entire north and east boundaries of the subdivision. Acknowledge that this fence shall be installed by the commercial property owner in accordance with the Zoning Ordinance, and that the maintenance of this fence is the responsibility of the commercial property owner. Identify in writing, email is acceptable, who is responsible for installing and maintaining the fence along the north boundary of Reserve A and when this fence will be installed.
22. ____ In the Surveyor Certificate, changed "registered" to "licensed".
23. ____ Add addresses as assigned by the City of Broken Arrow.
24. ____ There is an existing utility box in the northwest corner of Lot 1, Block 1. Provide written documentation, email is acceptable, that this utility box is located within a utility easement.
25. ____ Sanitary Sewer is not allowed in front yard easements without a variance from the utilities/engineering department.
26. ____ As per the subdivision regulations, a turnaround needs to be provided at the east end of the street. A cul-de-sac or a hammerhead turnaround will need to be shown at the east end of the street per Appendix D in the international fire code.
27. ____ Submit new engineering plans with conditional final plat.

CONDITIONAL FINAL PLAT

NAME OF CONDITIONAL FINAL PLAT:

APPLICATION MADE:

TOTAL ACREAGE:

NUMBER OF LOTS:

TAC MEETING DATE:

PLANNING COMMISSION MEETING DATE:

CITY COUNCIL MEETING DATE:

COMMENTS:

28. ____
29. ____
30. ____
31. ____ The conditional final plat and the "no exceptions taken" engineering drawing must agree with respect to Limits of Access and No Access, easement both internal and external, reserve area, traffic control medians, street layouts, rights-of-way, etc. Please provide a written statement (e-mail statement is acceptable) that the conditional final plat agrees with the "no exceptions taken" engineering plans.
32. ____ Finished for elevations (FFE) shall be shown for each lot on the Final Plat.
33. ____ Show monuments on plat.
34. ____ Provide written documentation (email is acceptable) that the slopes on lots adjacent to a drainage channel do not exceed a 4:1 slope.
35. ____

CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT

LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?

____ NATURAL GAS COMPANY APPROVAL

____ ELECTRIC COMPANY APPROVAL

____ TELEPHONE COMPANY APPROVAL

____ CABLE COMPANY APPROVAL

CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?

____ OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH
____ OKLAHOMA CORPORATION COMMISSION, 405-521-2271

DEVELOPMENT SERVICES/ENGINEERING APPROVAL

____ STORMWATER PLANS, ACCEPTED ON:
____ PAVING PLANS, ACCEPTED ON:
____ WATER PLANS, ACCEPTED ON:
____ SANITARY SEWER PLANS, ACCEPTED ON:
____ SEWAGE DISPOSAL PLANS, SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON:
____ WATER PLANS SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____
____ IS A SIDEWALK PERFORMANCE BOND DUE? _____ HAVE THEY BEEN SUBMITTED? _____
____ ARE PERFORMANCE BONDS OR ESCROW AGREEMENT DUE FOR WATER, STORM SEWERS, SANITARY SEWER
AND PAVING? (CIRCLE APPLICABLE) _____ HAVE THEY BEEN SUBMITTED? _____
____ PROJECT ENGINEER/DEVELOPMENT SERVICES REVIEW COMPLETE ON: _____

PLANNING DEPARTMENT APPROVAL

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

FEES

____ FINAL PLAT PROCESSING FEE (\$150 + (\$5 X ____ LOTS)	\$ _____
____ WATER LINE (S) UNDER PAYBACK CONTRACT	\$ _____
____ EXCESS SEWER CAPACITY FEE (\$700 X ____ ACRES (LESS ANY AREA IN 100 YEAR FLOODPLAIN ONLY OR AREA IN GOLF COURSE)	\$ _____
____ ACCELERATION/DECELERATION LANES ESCROW	\$ _____
____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS	\$ _____
____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS	\$ _____
____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON.	\$ _____
____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON.	\$ _____
____ STREET SIGNS, LIGHTS, ETC. (\$150 X ____ SIGNS)	\$ _____
____ SIDEWALK ESCROW	\$ _____
____ STORM WATER FEE-IN-LIEU OF DETENTION (.35 X ____ (SF INCREASED IMPERVIOUS AREA) (less any area in Reserve Area of ½ acre or more)	\$ _____
TOTAL FEE(S)	\$ _____

FINAL PROCESSING OF PLAT

____ FINAL PLAT SUBMITTED FOR MAYOR AND CITY CLERK SIGNATURE ON: _____
____ FEES PAID ON: _____ IN THE AMOUNT OF: _____
____ FINAL PLAT PICKED UP FOR RECORDATION ON: _____
____ 2 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT
____ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

ENGINEER/SURVEYOR:

JR DONELSON, INC.
12820 SOUTH MEMORIAL DR.
OFFICE 100
BIXBY, OKLAHOMA 74008
CONTACT: JR DONELSON
EMAIL: JRDON@TULSACOXMAIL.COM
PHONE: 918-394-3030
CA. NO. 5611 EXP. DATE: 6/30/19
CHARLES HOWARD: SURVEYOR
LS NO: 297 EXP: 6-30-2019

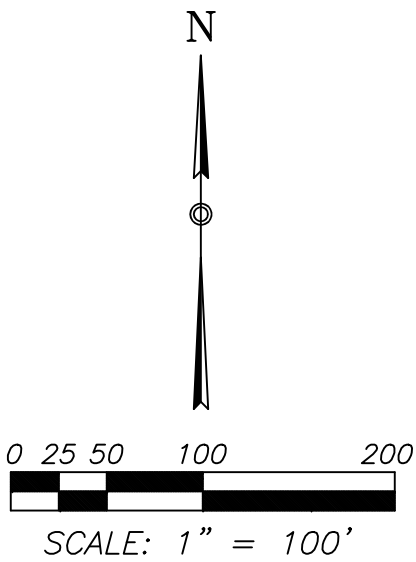
OWNER:

RDS INVESTMENTS, LLC
304 NO. REDBUD
BROKEN ARROW, OKLA. 74012
PHONE: 918-231-7519
CONTACT: BRIAN DAVIDSON
EMAIL: bdavidson@KingValveusa.com

PRELIMINARY PLAT

RDS BUSINESS PARK

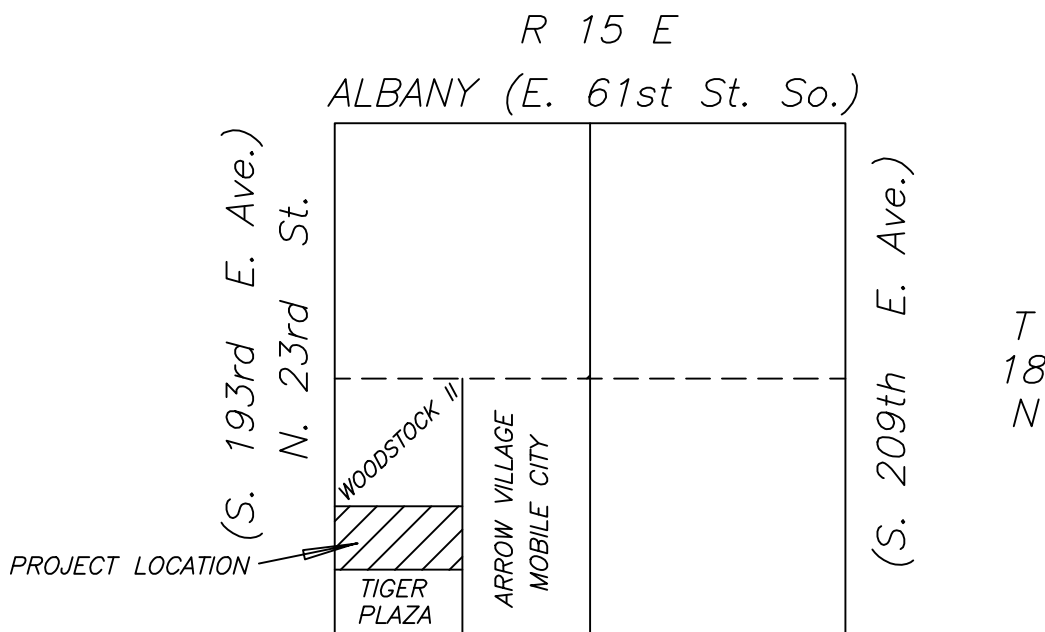
A TRACT OF LAND SITUATED IN THE SW/4 OF
THE SW/4 OF SECTION 6, T-18-N, R-15-E,
THE CITY OF BROKEN ARROW, WAGONER COUNTY,
STATE OF OKLAHOMA.



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

Mayor

Attest: City Clerk



LOCATION MAP

SUBDIVISION CONTAINS
ACRES: 19.70
FILE: RDSFINALPLAT080918
DATE: 8/11/18
LOTS: 6
BLOCKS: 2

LEGEND

U/E UTILITY EASEMENT
B/L BUILDING LINE
BLK BLOCK
NE NORTHEAST
C CENTERLINE
R.O.W. RIGHT-OF-WAY
LNA LIMITS OF NO ACCESS
AO ACCESS OPENING
U/G UNDERGROUND
O.D.E. OVERLAND DRAINAGE
EASEMENT

7100 ADDRESS

CURVE DATA

NO.	DELTA	RADIUS	LENGTH
1	89°49'21"	25.00'	39.19'
2	90°10'39"	25.00'	39.35'
3	14°56'27"	795.00'	207.31'
4	14°56'27"	855.00'	222.96'
5	14°40'35"	855.00'	218.96'
6	14°40'35"	795.00'	203.60'
7	14°08'06"	791.00'	196.06'
8	14°08'06"	851.00'	210.93'
9	10°46'29"	855.00'	160.79'
10	10°34'18"	795.00'	146.68'

△ CURVE DESIGNATION NUMBER

NOTES:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTIONS.
- THE BASIS OF BEARINGS FOR THE SURVEY SHOWN THEREON IS THE WEST LINE OF THE SW/4 OF THE SW/4 OF SECTION 6, T-18-N, R-15-E, BEING S 01°19'21" E
- 3/8" IRON PINS WERE FOUND TO EXIST OR SET AT PROPERTY CORNERS.
- BENCH MARK: CHISELED "BOX" SET IN CENTER OF HEADWALL LOCATED APPROXIMATELY 482 FEET WEST AND 22 FEET NORTH OF THE SOUTHEAST CORNER OF SUBJECT PROPERTY. ELEVATION=726.84
- LEVEL 4 - COMMERCIAL/EMPLOYMENT NODES

RDS BUSINESS PARK
PREPARATION DATE: AUGUST 11, 2018
SHEET 1 OF 2

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
RDS BUSINESS PARK

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, RDS Investments, L.L.C., is the sole owner in fee simple, hereinafter referred to as the "Developer" of the following described real property in Wagoner County, State of Oklahoma, (the "Property") to-wit;

Lot seven (7), Southwest Quarter of the Southwest Quarter (SW/4 SW/4), less the south 660 feet thereof, in Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above described land, under the name of "RDS Business Park " a subdivision in Wagoner County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS, AND UTILITIES.

1. The Owner does hereby dedicate to the public the street rights-of-way as depicted on the accompanying plat. Additionally, the Owner does hereby dedicate to the public the utility easements designated as "U/E" or "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that is within the utility easements depicted on the accompany 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 that do not constitute an obstruction.

2. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service, the lot is subject to the following:

- a. Overhead pole lines for the supply of electric, telephone and cable television service may be located within the parameter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the Subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for the general utility services and in the rights-of-ways of the public streets, as depicted on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.
- b. Except for buildings on the lot described in paragraph "a" above, which may be served from overhead electric service lines, underground service cables and gas service lines to all buildings which may be located 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 building as may be located upon said lot; provided that upon that the installation of such a service cable or a gas service line to a particular building, 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 gas line, extending from the service pedestal transformer or gas main to the service entrance on the building.
- c. 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.
- d. The owner of RDS Business Park shall be responsible for the protection of the underground electric, telephone, cable television or gas service lines located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas service line facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of Rockford Industrial Park will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors.
- e. The foregoing covenants set forth in this paragraph "2" 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.

3. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- a. Owner of the each Lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on their lot.
- b. Within the utility easement, restricted waterline and drainage easement, sanitary sewer easement areas depicted on the accompanying plat, the alteration of grade 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, and storm sewers shall be prohibited.
- c. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains, and storm sewers, but the Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner his agents or contractors.

- d. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water, sanitary sewer or storm sewer facilities.
- e. The foregoing covenants set forth in the above paragraphs shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the Owners of the Lots agrees to be bound.

4. OVERLAND DRAINAGE EASEMENT and DETENTION EASEMENT

- a. The Owner does hereby grant to the City of Broken Arrow, Oklahoma and establish a perpetual easement on, over and across the area designated on the Plat as "O.D.E. and Detention Easement" or "Overland Drainage Easement", for the purposes of permitting the overland flow, conveyance, and discharge of storm water runoff from the lots within the Subdivision and from properties outside the Subdivision.
- b. Drainage facilities constructed within drainage easements shall be in accordance with the adopted standards of the City of Broken Arrow, Oklahoma, and plans and specifications approved by the City of Broken Arrow engineering department.
- c. No fence, wall, building or other obstruction may be placed or maintained in the "O.D.E. and Detention Easement" area nor shall there be any alteration of the grades or contours in the easement areas unless approved by the City of Broken Arrow, engineering department; provided however, that the planting of turf not require the approval of the City of Broken Arrow, engineering department.
- d. The "O.D.E. and Detention Easement" areas and facilities located within a Lot shall be maintained by the owner of the Lot upon which the drainage easement is located at his cost in accordance with standards prescribed by the City of Broken Arrow, Oklahoma. In the event the owner of the Lot over which the "O.D.E. and Detention Pond" is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the costs 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 of the owner. A lien established as above provided may be foreclosed by the City of Broken Arrow, Oklahoma.

5. OWNER RESPONSIBILITY WITHIN EASEMENTS.

The owner of the RDS Business Park shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on the plat in the event it is necessary to install, maintain, replace or remove any underground water or sewer mains, electric, gas service lines, cable television, telephone service.

6. LAND USE.

All construction is to be strictly according to the City of Broken Arrow, Oklahoma, zoning codes.

7. SIDEWALKS

Sidewalks are required along streets designated by and in accordance with subdivision regulations. Required sidewalks shall be constructed in conformance with City of Broken Arrow Engineering design standards, by the Owner/Developer. Sidewalks will be constructed at the time a building permit is issued on a lot.

8. LOT SURFACE DRAINAGE

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this paragraph 8 shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

SECTION II. TERM, AMENDMENT, AND ENFORCEMENT.

1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth in Section I hereof with respect to such covenants only, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years. The covenants and restrictions may be amended or modified at any time by the RDS Investments, L.L.C.
2. RDS Investments, L.L.C., reserves the right in its sole discretion and without joinder of any party to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by RDS Investments L.L.C. and filed in the County Clerk's office in the Court House of Wagoner County, Oklahoma.

In witness whereof _____ has executed this instrument on this _____ day of _____, 20____.

RDS Investments, L.L.C.,
an Oklahoma Limited Liability Company

By: _____
Manager

STATE OF OKLAHOMA)
COUNTY OF)SS

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ for RDS Investments, L.L.C.

Notary Public

My Commission expires: _____

SURVEYORS CERTIFICATE

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, hereby certifies that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat, RDS Business Park is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this _____ day of _____, 2018.

Charles K. Howard, RLS #297
CA 5611 Exp. 6-30-19

STATE OF OKLAHOMA)
COUNTY OF TULSA)SS

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2018, personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under me hand and seal the day and year last above written.

Notary Public

My Commission expires: _____

CERTIFICATE OF WAGONER COUNTY TREASURER.

I DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 20____ AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS "RDS Business Park".

BY:
WAGONER COUNTY TREASURER

WAGONER COUNTY CLERK

I _____, Wagoner County Clerk, in and for the County and State of Oklahoma above named, do hereby state that the subdivision called "RDS Business Park" has been filed into Wagoner County records.

Dated the _____ day of _____, 2018.

Wagoner County Clerk

Deputy

ENGINEER/SURVEYOR:

JR DONELSON, INC.
12820 SOUTH MEMORIAL DR.
OFFICE 100
BIXBY, OKLAHOMA 74008
CONTACT: JR DONELSON
EMAIL: JRDON@TULSACOXMAIL.COM
PHONE: 918-394-3030
CA. NO. 5611 EXP. DATE: 6/30/19
CHARLES HOWARD: SURVEYOR
LS NO: 297 EXP: 6-30-2019

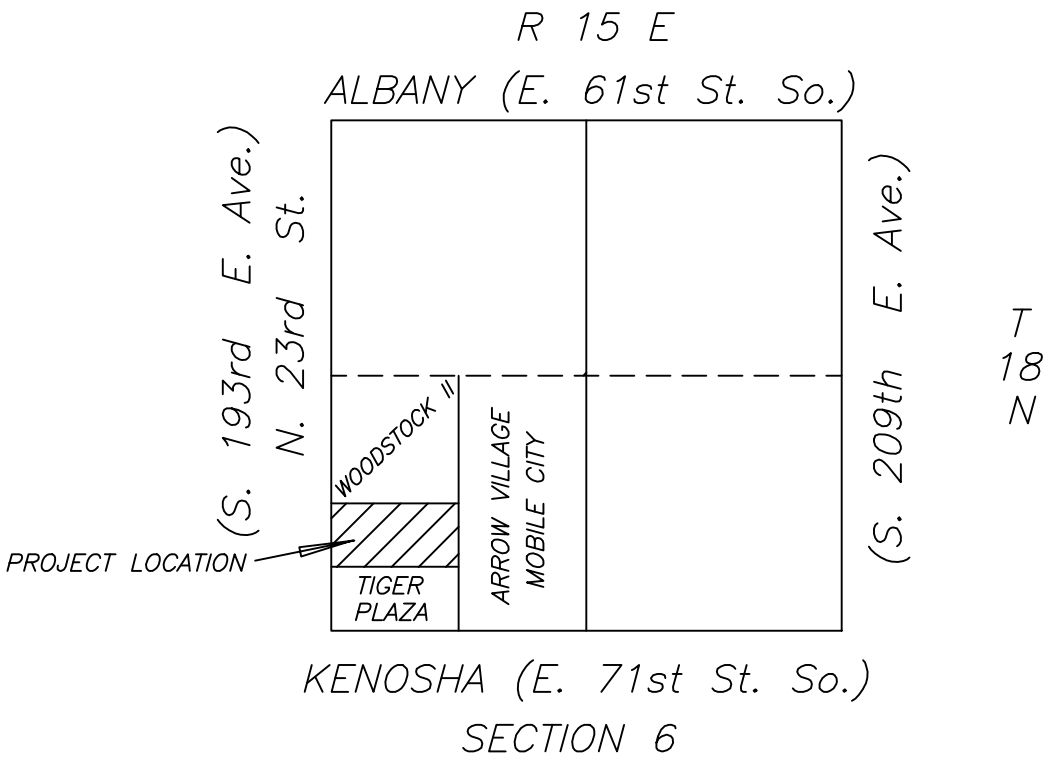
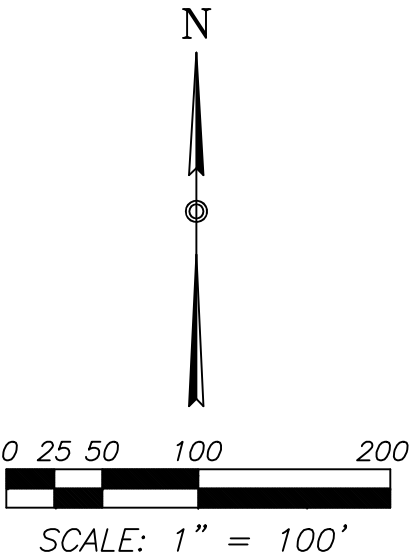
OWNER:

RDS INVESTMENTS, LLC
304 NO. REDBUD
BROKEN ARROW, OKLA. 74012
PHONE: 918-231-7519
CONTACT: BRIAN DAVIDSON
EMAIL: bdauidson@KingValveusa.com

CONCEPTUAL UTILITY PLAN

RDS BUSINESS PARK

A TRACT OF LAND SITUATED IN THE SW/4 OF
THE SW/4 OF SECTION 6, T-18-N, R-15-E,
THE CITY OF BROKEN ARROW, WAGONER COUNTY,
STATE OF OKLAHOMA.



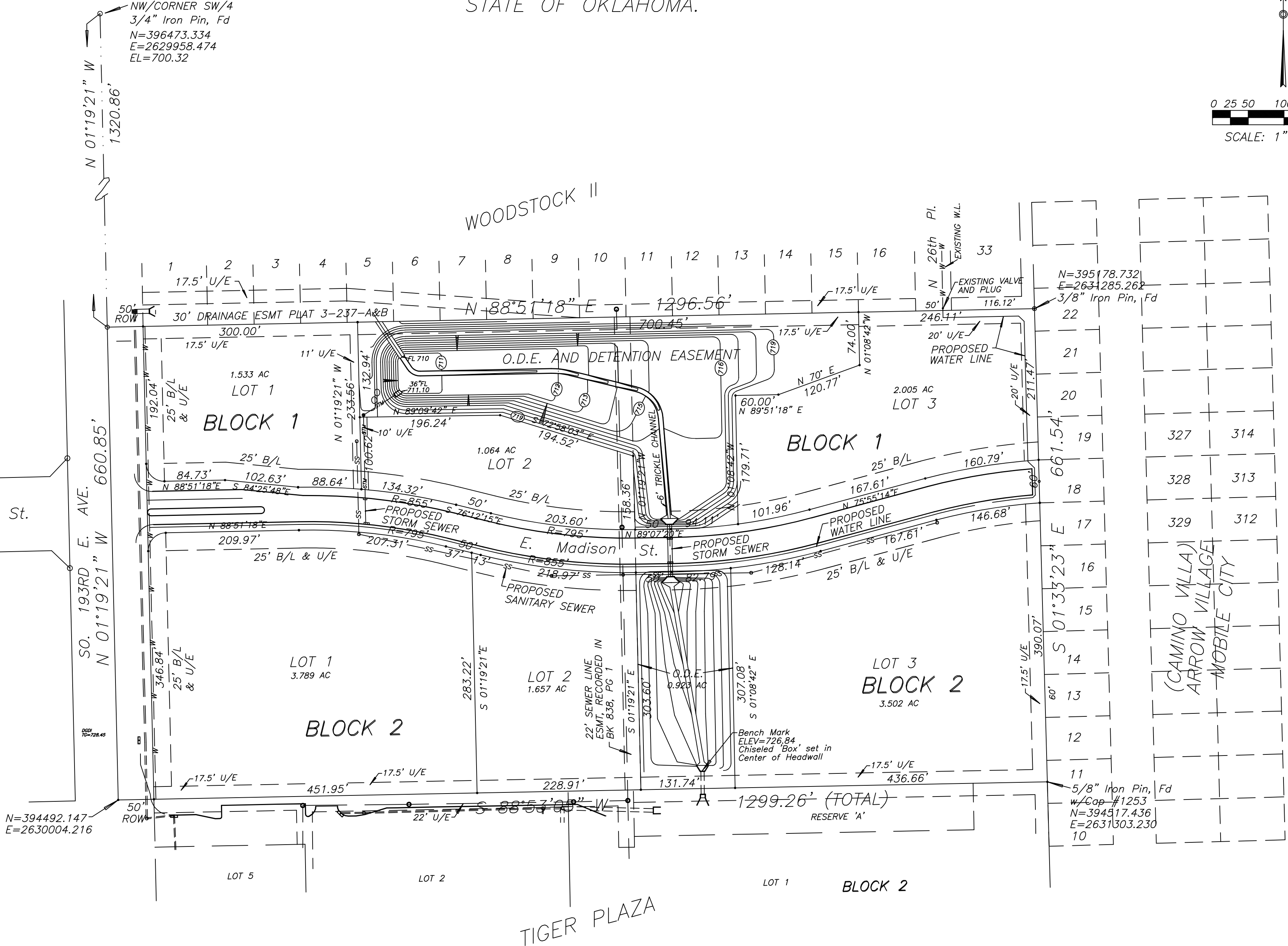
LOCATION MAP

SUBDIVISION CONTAINS
ACRES: 19.70
FILE: RDSFINALPLAT080918
DATE: 8/11/18
LOTS: 6
BLOCKS: 2

LEGEND

U/E	UTILITY EASEMENT
B/L	BUILDING LINE
BLK	BLOCK
NE	NORTHEAST
CL	CENTERLINE
R.O.W.	RIGHT-OF-WAY
LNA	LIMITS OF NO ACCESS
AO	ACCESS OPENING
U/G	UNDERGROUND
O.D.E.	OVERLAND DRAINAGE EASEMENT
7100	ADDRESS

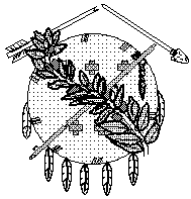
Amended Plat of
THE PARK
AT ADAM'S CREEK - PHASE 1



NOTES:

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.
2. ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTIONS.
3. THE BASIS OF BEARINGS FOR THE SURVEY SHOWN THEREON IS THE WEST LINE OF THE SW/4 OF THE SW/4 OF SECTION 6, T-18-N, R-15-E, BEING S 01°19'21" E
4. 3/8" IRON PINS WERE FOUND TO EXIST OR SET AT PROPERTY CORNERS.
5. BENCH MARK: CHISELED "BOX" SET IN CENTER OF HEADWALL LOCATED APPROXIMATELY 482 FEET WEST AND 22 FEET NORTH OF THE SOUTHEAST CORNER OF SUBJECT PROPERTY. ELEVATION=726.84
6. LEVEL 4 - COMMERCIAL/EMPLOYMENT NODES

RDS BUSINESS PARK
PREPARATION DATE: AUGUST 11, 2018
SHEET 1 OF 2



City of Broken Arrow

Request for Action

File #: 18-1052, **Version:** 1

**Broken Arrow Planning Commission
09-13-2018**

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

Approval of PT18-109, Preliminary Plat, Boston Heights, a replat of Lot One, Block Two Arrow Acres, 2.10 acres, 7 Lots, A-1 to RS-2, one-half mile east of Elm Place, one-quarter mile south of Washington Street

Background:

Applicant: JR Donelson, JR Donelson, Inc.
Owner: CRS Sanders Investments, LLC
Developer: CRS Sanders Investments, LLC
Engineer: JR Donelson, Inc.
Location: One-half mile east of Elm Place, one-quarter mile south of Washington Street
Size of Tract 2.10 acres
Number of Lots: 7
Present Zoning: A-1 to RS-2 (BAZ-1991)
Comp Plan: Level 1

PT18-109, the preliminary plat for Boston Heights, contains 2.10 acres and is proposed to be divided into seven lots and one reserve area. This property, which is located one-half mile east of Elm Place, one-quarter mile south of Washington Street, is presently zoned A-1. On January 2, 2018, the City Council approved BAZ-1991 to change the zoning on the property from A-1 to RS-2 (Single-Family Residential). BAZ-1991 was approved subject to the property being platted.

Boston Heights is a replat of Lot 1, Block 2 Arrow Acres. The plat for Arrow Acres was recorded in Tulsa County on January 19, 1953. There is an existing single-family house on the property that will be removed as part of this development.

According to the FEMA maps, none of the property is located within a 100-year floodplain. On-site stormwater detention is required and is being installed in Reserve A on the west part of the property.

Water and sanitary sewer service will be provided by the City of Broken Arrow. An existing sanitary sewer line runs north/south through the property. New sanitary sewer lines are being installed to connect with this existing lines. A new water line is being installed along Boston Street.

Attachments: Checklist
 Preliminary Plat and Covenants
 Conceptual Utilities

Recommendation:

Staff recommends PT18-109, preliminary plat for Boston Heights, be approved, subject to the attached checklist.

Reviewed By: **Larry R. Curtis**

Approved By: **Michael Skates**

BDM

BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL SUBDIVISION PLAT REVIEW CHECKLIST

PLAT INFORMATION

NAME OF PRELIMINARY PLAT: Boston Heights

CASE NUMBER: PT18-109

RELATED CASE NUMBERS: BAZ-1991

COUNTY: Tulsa

SECTION/TOWNSHIP/RANGE: 23/T18N/R14E

GENERAL LOCATION: One-half mile east of Elm Place, one-quarter mile south of Washington Street

CURRENT ZONING: A-1 (RS-2 approved subject to platting via BAZ-1991)

SANITARY SEWER BASIN: Lynn Lane

STORM WATER DRAINAGE BASIN: Broken Arrow Creek

ENGINEER: JR Donelson, Inc.
ENGINEER ADDRESS: 12820 S. Memorial Drive
Bixby, OK 74008
ENGINEER PHONE NUMBER: 918-394-3030

DEVELOPER: CRS Sanders Investments, LLC
DEVELOPER ADDRESS: 107 S. Ash Avenue
Broken Arrow, OK 74014
DEVELOPER PHONE NUMBER: 918-260-7771

PRELIMINARY PLAT

APPLICATION MADE: August 9, 2018

TOTAL ACREAGE: 2.10

NUMBER OF LOTS: 7

TAC MEETING DATE: September 11, 2018

PLANNING COMMISSION MEETING DATE: September 13, 2018

COMMENTS:

1. _____ Show the total right-of-way for both W. Boston Street and S. 1st Street. In addition, provide information that shows how the right-of-way was dedicated. Any additional right-of-way that is being dedicated with this plat shall be identified as right-of-way dedicated by this plat.
2. _____ Use Broken Arrow street names on the location map and place County street names in parenthesis.
3. _____ In the covenants, reference Reserve A and state that the maintenance of Reserve A is the responsibility of the property owner.
4. _____ Place case number (PT18-109) in lower right corner of plat.
5. _____ Show a 25-foot building line setback along the east boundary of Lot 7, Block 1 along 1st Place.
6. _____ Section I.C of the covenants needs to be rewritten, the streets are "public streets", not "private streets". In Section I.D, change City of Bixby to City of Broken Arrow. Section III.I.2 references "Windrush", which is incorrect.
7. _____ In the Surveyors Certificate, change "Registered" to "Licensed".
8. _____ The City Council approved RS-2 zoning on the property. Therefore, on note 4, change the "RS-3" to "RS-2".

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:

9. _____
10. _____
11. _____
12. _____ The conditional final plat and the "no exceptions taken" engineering drawing must agree with respect to Limits of Access and No Access, easement both internal and external, reserve area, traffic control medians, street layouts, rights-

of-way, etc. Please provide a written statement (e-mail statement is acceptable) that the conditional final plat agrees with the "no exceptions taken" engineering plans.

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

14. _____ Show monuments on plat.

15. _____ Provide written documentation (email is acceptable) that the slopes on lots adjacent to a drainage channel do not exceed a 4:1 slope.

16. _____

CONDITIONS TO BE MET PRIOR TO FINAL RELEASE OF PLAT

LETTER OF APPROVAL FROM UTILITY COMPANY SUBMITTED?

_____ NATURAL GAS COMPANY APPROVAL

_____ ELECTRIC COMPANY APPROVAL

_____ TELEPHONE COMPANY APPROVAL

_____ CABLE COMPANY APPROVAL

CERTIFICATE OF RECORDS SEARCH FROM OKLAHOMA CORPORATION COMMISSION SUBMITTED?

_____ OK CORPORATION COMMISSION CERTIFICATE OF RECORDS SEARCH

OKLAHOMA CORPORATION COMMISSION, 405-521-2271

DEVELOPMENT SERVICES/ENGINEERING APPROVAL

_____ STORMWATER PLANS, ACCEPTED ON:

_____ PAVING PLANS, ACCEPTED ON:

_____ WATER PLANS, ACCEPTED ON:

_____ SANITARY SEWER PLANS, ACCEPTED ON:

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

_____ WATER PLANS SENT TO DEPARTMENT OF ENVIRONMENTAL QUALITY ON: _____

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

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

_____ PROJECT ENGINEER/DEVELOPMENT SERVICES REVIEW COMPLETE ON: _____

PLANNING DEPARTMENT APPROVAL

_____ ADDRESSES REVIEWED AND APPROVED?

_____ DETENTION DETERMINATION # ASSIGNED AND VERIFIED?

_____ PLANNING DEPARTMENT REVIEW COMPLETE ON:

_____ FINAL PLAT RECEIVED IN PLANNING DEPARTMENT AFTER UTILITY COMPANY SIGN OFF ON:

_____ FINAL PLAT SENT TO PROJECT ENGINEER FOR FINAL REVIEW ON:

FEES

_____ FINAL PLAT PROCESSING FEE (\$150 + (\$5 X _____ LOTS) \$ _____

_____ WATER LINE (S) UNDER PAYBACK CONTRACT \$ _____

_____ EXCESS SEWER CAPACITY FEE (\$700 X _____ ACRES \$ _____

(LESS ANY AREA IN 100 YEAR FLOODPLAIN ONLY OR AREA IN GOLF COURSE)

_____ ACCELERATION/DECELERATION LANES ESCROW \$ _____

_____ WATER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS \$ _____

_____ SEWER LINE CONNECTIONS, PAYABLE TO CITY OR OTHERS \$ _____

_____ STREET IMPROVEMENT (WIDENING) ASSESSMENTS \$ _____

_____ DRAINAGE SYSTEM IMPROVEMENTS PRO RATA COST \$ _____

_____ REIMBURSEMENT TO CITY OR OTHERS FOR WATER LINE CON. \$ _____

_____ REIMBURSEMENT TO CITY OR OTHERS FOR SEWER LINE CON. \$ _____

_____ STREET SIGNS, LIGHTS, ETC. (\$150 X _____ SIGNS) \$ _____

_____ SIDEWALK ESCROW \$ _____

_____ STORM WATER FEE-IN-LIEU OF DETENTION (.35 X _____ (SF INCREASED IMPERVIOUS \$ _____

AREA) (less any area in Reserve Area of ½ acre or more)

TOTAL FEE(S)

\$_____

FINAL PROCESSING OF PLAT

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

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

_____ FINAL PLAT PICKED UP FOR RECORDATION ON: _____

_____ 2 COPIES OF FILED PLAT SUBMITTED TO PLANNING DEPARTMENT

_____ PDF OF RECORDED PLAT SUBMITTED TO PLANNING DEPARTMENT

ENGINEER/SURVEYOR:
JR DONELSON, INC.
12820 SO. MEMORIAL DRIVE
OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
C.A. NO. 5611
EXP. DATE: 6-30-2019
EMAIL: JRDON@TULSACOXMAIL.COM

OWNER:
CRS Sanders Investments, LLC
107 S. ASH AVE.
BROKEN ARROW, OKLAHOMA 74014
CONTACT: CHARLES SANDERS
PHONE: 918-260-7771
EMAIL: CHARLESSANDERSHOMES@GMAIL.COM

BOSTON HEIGHTS

A REPLAT OF LOT ONE, BLOCK TWO
ARROW ACRES, AN ADDITON IN THE CITY OF
BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

LEGEND

U/E	UTILITY EASEMENT
B/L	BUILDING LINE
BLK	BLOCK
NE	NORTHEAST
CL	CENTERLINE
R.O.W.	RIGHT-OF-WAY
LNA	LIMITS OF NO ACCESS
AO	ACCESS OPENING
U/G	UNDERGROUND
O.D.E.	OVERLAND DRAINAGE EASEMENT

NOTES:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.
- THE BASIS OF BEARINGS FOR THE SURVEY SHOWN THEREON IS THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 23, BEING N 0°00'00"E, ACCORDING TO THE FILED PLAT OF ARROW ACRES FINAL PLAT NO. 1782.
- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.
- 3/8" IRON PINS WERE EITHER FOUND OR SET AT EACH PROPERTY CORNER.
- LEVEL 1 - RURAL RESIDENTIAL COMPREHENSIVE PLAN
- REZONE FROM A-1 TO RS-3 SINGLE FAMILY DISTRICT

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estates taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of \$ _____ per trust receipt no. _____

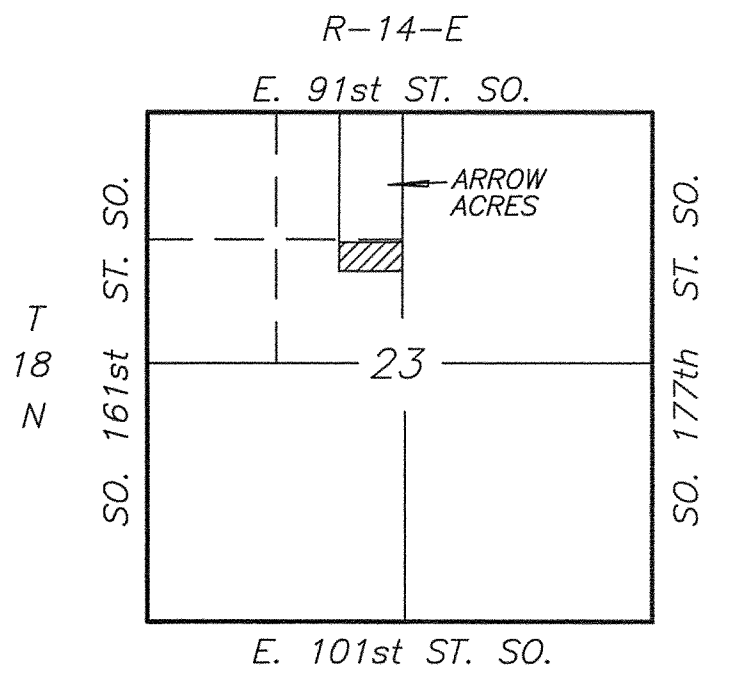
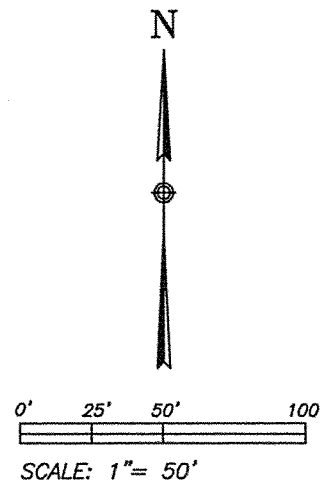
_____ to be applied to 20 _____ taxes not as yet certified to me.

This certificate is NOT to be construed as payment of 20 _____ taxes in full but is given in order that this plat may be filed of record.

20 _____ taxes could exceed the amount of the security deposit.
Dated _____, 20 _____

TULSA COUNTY TREASURER

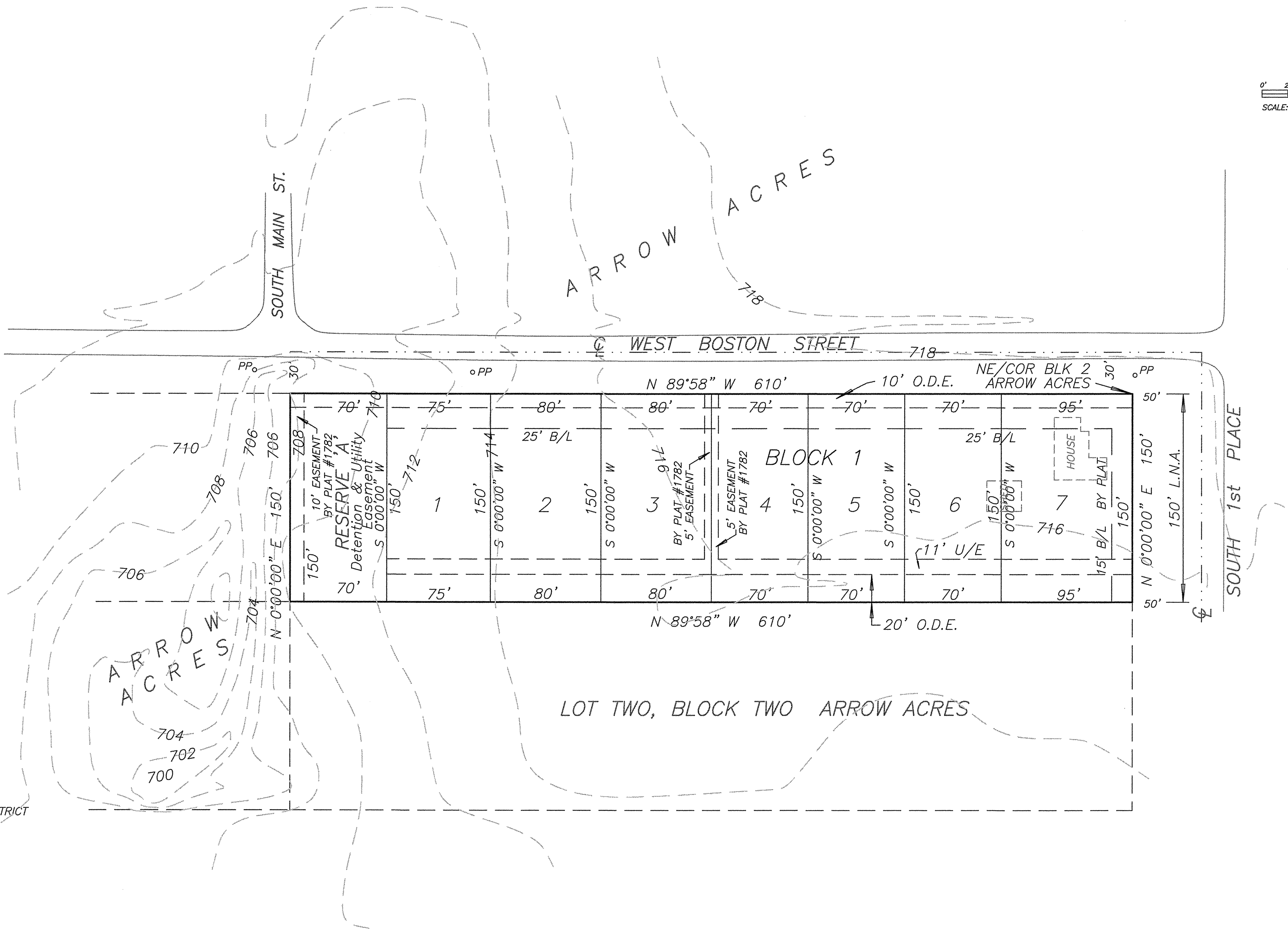
By: _____
DEPUTY



LOCATION MAP

SUBDIVISION CONTAINS
LOTS: 7
ACRES: 2.10 ACRES (TOTAL)

FILE: CSANDERS-BOSTONHEIGHTS080818.DWG
DATE: August 08, 2018



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

Mayor

Attest: City Clerk

Boston Heights
PREPARATION DATE: August 08, 2018
SHEET 1 OF 3

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
BOSTON HEIGHTS

KNOW ALL MEN BY THESE PRESENTS:

NOW THEREFORE, the Undersigned, CRS Sanders Investments, LLC, and Oklahoma Limited Liability Company, being the owner in fee simple of the real estate and being situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, and described as follows, to-wit:

A replat of Lot 1, Block 2, Arrow Acres, an addition in the City of Broken Arrow, Tulsa County, State of Oklahoma according to filed plat number 1782.

and the Undersigned Owner has caused the described realty to be surveyed, staked, platted and subdivided into lots, blocks and streets in conformity with the accompanying plat and have designated the same as "Boston Heights", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma. The Undersigned Owner dedicates, grants, donates, and conveys to the public the streets as shown on this plat and do hereby guarantee clear title to all land that is dedicated for the purpose of providing an orderly development of the entire tract.

CRS SANDERS INVESTMENTS, LLC" shall be referred to in this Deed of Dedication as, "Owner\Developer".

"Successors", as used herein, shall mean Property Owners Association and/or the individual lot owner.

SECTION I. PUBLIC COVENANTS

Now, therefore, the Undersigned Owner\Developer hereby dedicates, grants, donates and conveys to the public the streets rights-of-way depicted on the accompanying plat and do hereby guarantee clear title to all land that is so dedicated. The Owner\Developer does further dedicate for the public use the easements and rights of way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or replacing any and all public utilities, including storm and sanitary sewers, telephone lines, power lines and transformers, gas lines and water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other such appurtenances thereto with the right of ingress and egress to and upon such 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 re-lay water lines and sewer lines together with the right of ingress and egress over, across and along all of the utility easement areas as shown on the plat for the purpose of furnishing services to the area included within the plat.

The Undersigned Owner\Developer does hereby relinquish the rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter released, altered, or amended by the City of Broken Arrow and approved by their Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City of Broken Arrow, Oklahoma or its successors, and the owners of each lot agrees to be bound thereby.

FURTHER, the Owner\Developer, for the purpose of providing and orderly development of the property above-described, (hereinafter referred to as Boston Heights), and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned Owner\Developer, its successors, grantees and assigns, does hereby impose the following restrictions and covenants, which shall be enforceable by the lot owners within Boston Heights.

A. Water and Sewer Service

In connection with the provisions for water and sanitary sewer services, all of the Lots in Boston Heights are subject to the following covenants and restrictions, to-wit:

1. The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located in their lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main, or storm water. Within the utility easement areas depicted on the accompanying plat, the alteration of grade 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.
2. The City of Broken Arrow, or its successors, will be responsible for ordinary maintenance of public water main, or public sanitary sewer main, but the owner of each lot will pay for damage or relocation of such facilities cause or necessitated by acts of the owner or his agents or contractors.
3. 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 such easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.
4. All water and sanitary sewer lines shall be maintained in good repair by the utility contractor in accordance with the terms and conditions of the Maintenance Bond of which the City of Broken Arrow is the beneficiary. If any repair issues arise, the Developer shall assist the City of Broken Arrow in coordination and facilitation with the appropriate contractor.
5. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Broken Arrow or it successors, and the owner of each lot agrees to be bound hereby.
6. Waterlines less than 4" in diameter and sanitary sewer lines less than 8" in diameter are private service lines and the ownership, maintenance, repair, removal and/or replacement shall be the responsibility of the property owners served by said service lines.

B. Electric, Telephone, Cable Television and Natural Gas Service.

In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:

1. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the North, East and South line of the subdivision. Street light poles or standards may be served by underground cables and elsewhere throughout said addition, all supply lines including electric, telephone, cable television and gas lines, shall be located underground, in the easement ways dedicated for the general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply of secondary voltages, may be located in such easement ways.

2. Telephone lines and cable television cables, underground service cables and gas service lines may be run from the nearest service pedestal, transformer or 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 such service cable or gas service line to a particular structure, the supplier of electric service, telephone service, cable television service, or gas service line to a particular structure, the supplier of the service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone, cable television and natural gas services, through their proper agents and employees, shall at all times have the right of access to all easement ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

4. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television and natural gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by the acts of the owner or its agents or contractors.

5. The foregoing covenants concerning underground electric, telephone, cable television and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service, and the owner of each lot agrees to be bound hereby.

- C. The Undersigned Owner\Developer will do the following: All streets shall be private, graded, base material applied and surface paved in accordance with the current Engineering Design Standards of the City of Broken Arrow to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, drainage structures constructed in accordance with the approved plans on file in the office of the City Engineer by the Owner\Developer, and in compliance with the Engineering Design Standards of the City of Broken Arrow. Interior sidewalks shall be constructed at the time of the construction of the lot improvements. The streets and storm sewers are private and shall be maintained in good repair by the Owner\Developer or Property Owners Association after the City's written acceptance of the construction, and all other improvements shall be maintained in good repair by the Owner\Developer for a period of One (1) year after the City's written acceptance of the construction.

D. Paving and Landscaping Within Easements.

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

E. Storm Sewer

1. 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 public storm sewer infrastructure located in the East Boston and South 1st Street South rights-of-way to be dedicated, as shown on the plat for the purpose of installing, maintaining, removing or replacing any portion of the public storm sewer infrastructure.
2. The Owner\Developer or its successors, shall be responsible for ordinary maintenance of the private storm sewer system, but the owner of each lot will pay the Owner\Developer for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.

F. STORMWATER DETENTION EASEMENTS

1. The Owner does hereby dedicate to the public perpetual easements on, over, and across the property designated and shown on the accompanying plat as "Stormwater Detention Easement" for the purposes of permitting the flow, conveyance, retention, detention and discharge of stormwater runoff from the subdivision.
2. Detention, retention and other drainage facilities located within the stormwater detention easements shall be constructed in accordance with standards and specifications approved by the City of Broken Arrow, Oklahoma.

3. No fence, wall, building, or other obstruction may be placed or maintained in stormwater detention easements, nor shall there be any alteration of grade in said easements, unless approved by the City of Broken Arrow, Oklahoma.

4. 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. Detention facilities shall be maintained by the Owner in accordance with the following minimum standards:

- a. Grass areas shall be mowed (in season) at regular intervals of four weeks, or less.
- b. Concrete appurtenances shall be maintained in good condition and replaced if damaged.
- c. The detention easement shall be kept free of debris.
- d. Cleaning of siltation and vegetation from concrete channels shall be performed twice yearly.

5. Landscaping, approved by the City of Broken Arrow, Oklahoma, shall be allowed within the detention easement.

6. In the event the Owner should fail to properly maintain the detention, retention, and other drainage facilities or, in the event of the placement of an obstruction or the alteration of grade within a detention easement, the City of Broken Arrow, Oklahoma, or its designated contractor may enter and perform maintenance necessary to achieve the intended drainage functions and may remove any obstruction or correct any alteration of grade and the costs 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 in the Land Records of the Tulsa County Clerk, and thereafter the costs shall be a lien against the property. A lien established as above provided may be foreclosed by the City of Broken Arrow, Oklahoma.

G. PLATTING AND RESTRICTIVE COVENANTS; ENFORCEMENT

1. Site will follow the Broken Arrow Subdivision Regulation procedures for property platting. Restrictive covenants will be adopted and recorded for the lots. Owners of the respective lots will be required by the covenants to keep and maintain the lots in a clean and professional manner (the "maintenance covenant"). The Maintenance Covenant will be enforced by the owners' association for each lot.

SECTION III.
PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner\Developer desires to establish restrictions for the purposes of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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

A. Architectural Design Committee — Plan Review

1. No building, Improvements, concrete driveway, fence, wall or free standing mailbox shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by the Owner\Developer or his successors, which are hereinafter referred to as the "Architectural Design Committee". For each building, the required plans and specifications shall be submitted in duplicate and include a site plan with drainage concept, floor plan, exterior elevations, exterior materials. In the event the Architectural Design Committee fails to approve or disapprove plans and specifications submitted to it as herein required within 14 days after submission, or in the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Design Committee shall not be required and this covenant shall be deemed to have been fully complied with.
2. The Architectural Design Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Design Committee shall not be liable for any approval, disapproval or failure to approve hereunder and its approval of building plans shall not constitute a warranty of responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.

3. The Architectural Design Committee's objective is to advance the harmonious use of landscaping, fencing, hardscaping, landscape lighting and other landscape design items to promote compatibility and conformity within the Subdivision. The Architectural Design Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design items which may be placed in public view by any lot owner and determined in the discretion of the Architectural Design Committee to be incompatible with the overall landscape design standards of Somerset.

4. The powers and duties of the Architectural Design Committee shall, on the 1st day of January, 2020, be deemed transferred to the homeowners' association provided for in Section IV., or upon written assignment to the homeowners' association by the Architectural Design Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the homeowners' association.
5. The Architectural Design Committee reserves the right in their sole discretion and without joinder of any owner at any time so long as CRS SANDERS INVESTMENTS, LLC, is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument, duly executed and acknowledged by them as Architectural Design Committee and filed in the County Clerk's office in the Courthouse of Tulsa County, Oklahoma.

B. Floor Area of Dwelling

1. Single Story. A single story dwelling shall have at least 1,800 square feet of finished heated living area:
2. Two Story and Story--and--a-half. If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1,600 square feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 2,400 square feet of finished heated living areas.
3. Computation of Living Area. The computation of living area shall not include any basement, garage, or attic area used for storage. All living area measurements shall be taken to outside of frame line.

C. Garages / Driveways

Each dwelling shall have an attached garage providing space for a minimum of two (2) automobiles and a maximum of three (3) automobiles for (3) three car garages. Garages shall be enclosed and carports are prohibited. Glass in garage doors is prohibited. Concrete driveways shall not exceed the overall width of the garage. Driveways extensions wider than the overall width of the garage are not permitted.

D. Foundations

Any exposed foundation shall be of brick, stone or stucco. No stem wall shall be exposed.

E. Masonry

The first story exterior walls of the dwelling erected on any lot shall be 100% brick, stone, or stucco (for calculation of masonry area required windows and doors are excluded), to the first floor wall height plate line, except for porches and patios.

F. Windows

Aluminum windows with a mill finish are not permitted.

G. Roof Pitch

1. No dwelling shall have a roof pitch of less than 9/12 over 75% of the horizontal area covered by roof and no roof shall have a pitch of less than 4/12.
2. Waiver. The Architectural Design Committee may waive, in the particular instance, upon written request, the foregoing restrictions to permit a dwelling having a flat roof over more than 25% of the horizontal area covered by roof; PROVIDED the waiver, to be effective, must be in writing, dated, and executed by the committee.

H. Roofing Materials

Roofing shall be "TAMPCO" Heritage II (color — Oxford Gray), self-sealing composition roofing shingles. Provided however, in the event that such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon the determination of the Architectural Design Committee that the proposed alternative is of comparable or better quality and of a design and color which is compatible with the roofing first above described.

I. Vents & Chimney Caps

1. All exposed sheet metal flashings, vent pipes and chimney caps shall be painted.
2. All non-masonry fireplaces shall use the uniform terminator cap design designated by the owner/developer of WINDRUSH.

J. On-site Construction

No existing or off-site built structure shall be moved onto or placed on any lot.

K. Outbuildings

The Architectural Design Committee may permit outbuildings.

L. Swimming Pools

Above ground Swimming Pools are prohibited.

M. Fencing.

1. Fencing shall be in accordance with the City of Broken Arrow Zoning Code. Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, fencing may not extend in front of the residence, provided however, on corner lots fencing may extend to the side yard lot line. Plastic fences and ornamental picket fences are prohibited: chain link, barbed wire mesh and other metal fencing are prohibited. No fence shall exceed six feet in height. Fence facing the street and installed in side yards between homes shall be aligned with existing fences on adjoining lots where possible. The good side shall face the street. Other types of fencing constructed of wrought iron, brick, or stone may be permitted if pre-approved by the Architectural Design Committee.
2. Standard privacy fences constructed of wood post, rails and pickets with "dog ear" top design shall be permitted in Boston Heights. Fences shall not exceed six feet in height.

N. Antennas

Exterior television, CB Radio or other type of antenna including satellite dishes shall be prohibited with the following exception. Small satellite dishes which do not exceed 18 inches in diameter shall be allowed so long as the dish is installed on the back or side of the dwelling and out of public view as much as possible from any street within the subdivision.

P. Lot Maintenance

Each lot shall be maintained in a neat and orderly manner free of clutter, trash, and other debris. Grass and landscaping shall be maintained on a regular basis.

Q. Recreational Vehicles/Trailers

Boats, trailers, campers, motor homes and similar recreational vehicles and equipment shall not be stored on any lot except within an enclosed garage.

R. Inoperative Vehicles/Machinery/Landscape Equipment

No inoperative vehicles or equipment of any kind shall be stored on any lot except within an enclosed garage.

S. Trash Containers

Trash containers, except during periods of collection, shall be stored out of view from the public and from the adjoining property owners. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot.

T. Mailboxes

Mailboxes shall conform in design to that specific design as designated by the BOSTON HEIGHTS Architectural Design Committee. NO EXCEPTIONS.

U. Animals

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that two dogs, two cats or other household pets may be kept provided that they are not used for commercial purposes.

V. Noxious Activity

No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or my become an annoyance or nuisance to the neighborhood.

W. Signage

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale or real estate signs used by a builder to advertise the property during the construction and sales period.

X. Outside Storage and Materials

No lot shall be used for the storage of construction materials for a period of greater than 30 days prior to the start of construction and all construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly manner. Once construction and landscaping is completed, no outside storage is permitted.

Y. Landscaping

1. All open lot areas shall be sodded and the front of each residence professionally landscaped within 30 days of completion of home. Plant material shall be sufficient in size, quantity and spacing to achieve a full foundation planting across the entire front elevation of the home.
2. The owner of each lot shall be required to install a minimum of one (1) tree in the front yard (minimum size 2" diameter).
3. The use of artificial or manmade plant material is prohibited. Without the approval of the Architectural Design Committee, ornamental landscape design items are prohibited, other than one bench located upon the front porch attached to the residence. Seasonal and holiday exterior decorations may be used if timely and seasonally displayed. Other types of ornamental landscape design items may be permitted with pre-approval of the Architectual Design Committee.

Z. The owner\developers of BOSTON HEIGHTS reserve the right in their sole discretion and without joinder of any owner at any time so long as it is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above Section III covenants and restrictions by instrument duly executed and acknowledged by them as developers and filed in the County Clerk's office in the Court House of Tulsa County, Oklahoma.

SECTION IV. PROPERTY OWNERS ASSOCIATION

A. Property Owners Association: CRS Sanders Investments, LLC, has formed the BOSTON HEIGHTS PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association") a non-profit entity established pursuant to the Business Corporation Act of the State of Oklahoma and formed for the general purposes of maintaining the common open areas and for enhancing the value, desirability and attractiveness of BOSTON HEIGHTS. The creation of this Association shall be completed at the sole discretion of the CRS Sanders Investments, LLC. However, the same shall be no later than the last day of construction of the last home in BOSTON HEIGHTS.

B. Membership: A lot owner automatically becomes a member of the BOSTON HEIGHTS PROPERTY OWNERS ASSOCIATION at the time he/she/they takes ownership of a lot. BOSTON HEIGHTS PROPERTY OWNERS ASSOCIATION will establish the annual dues per lot. The annual dues shall be paid the 1st day of each calendar year.

C. Covenant for assessments: The homeowner, and each subsequent owner of a lot or portion thereof, by acceptance of a deed therefor, is deemed to covenant and agree to pay the Association an annual assessment as established by the board of directors. No vacant lot will be assessed, unless through a written consent of the owner. Annual assessment rates shall be established each year by the assent of 51% of the Lot owners within the subdivision. Annual assessments together with 10% interest, costs and reasonable attorneys' fees shall be a continuing lien on the lot and the personal obligation of the ownership of the lot at the time of assessment.

D. Payment of Assessments. Each lot owner by acceptance of a deed to a lot or lots, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association, Except for the Owner\Developer: (a) initial assessments; (b) monthly, quarterly or annual maintenance assessments; and (c) special assessments for capital improvements. Such assessments shall be established and collected as determined by the Association. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, should be charged on each lot and shall be a continuing lien upon the lot against which the assessment is made. Each assessment, together with interest, cost and reasonable attorneys' fees, shall be the personal obligation of the owners of the lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass through the successors-in-title unless expressly assumed by them. The Association shall fix the regular monthly, quarterly or annual assessments according to the provisions of the By-Laws and Certificate of Incorporation of the Association. In addition to the regular monthly, quarterly or annual assessments, authorized above, the Association may levy, in any assessment period, a special assessment applicable to the period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repairs or replacement of a capital improvement.

E. Delinquent Assessments. Any assessment which is not paid when due shall be delinquent and shall constitute a lien on the lot against which the assessment is made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest per annum as set by the Board Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose its lien against the lot, or both, and interest, costs and reasonable attorneys' fees for any such action shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of such owner's lot.

F. Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the lot from the lien for assessments thereafter becoming due.

SECTION V. ENFORCEMENT, AMENDMENT, ETC.

A. Duration, Amendment and Severability. 1. Duration. These restrictions shall remain in full force and effect until January 1, 2028, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

2. Amendment or Termination. The private covenants and restrictions contained in this Deed of Dedication may be amended, modified, changed or canceled by a written instrument signed and acknowledged by the owners of two-thirds (2/3) of the lots in BOSTON HEIGHTS. Provided, however, so long as the Owner\Developer, or any or any equity majority owned by a current shareholder of Owner, owns a lot in BOSTON HEIGHTS, the Owner retains the right, IN ITS SOLE DISCRETION, to: (i) veto any proposed amendments and (ii) amend, in its discretion, any covenant or term contained herein (other than all of Sections I, all of Sections II).

3. 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 of any part thereof as set forth herein, which shall remain in full force and effect. Any successor(s) in title to the lots within BOSTON HEIGHTS, to enforce any given restriction or covenant or condition at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

4. Enforcement: Enforcement to restrain violation of the covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate and covenant herein, and may be brought by the Owner or Owners of any lot or having any interest therein, whether acting jointly or severally. The owner\developer or BOSTON HEIGHTS Property Owners Association, Inc. shall not be obligated to enforce any covenant or restriction through legal proceedings.

SECTION VI. SURFACE DRAINAGE

Surface Drainage. Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No property 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. No property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans on file at the City of Broken Arrow. The property owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) and shall prevent any construction activity which may interfere with such public water mains, valves, storm sewers, and or public sanitary sewer facilities. The covenants set forth in this paragraph shall be enforceable by any affected property owner and by the City of Broken Arrow, Oklahoma.

As owner we hereby certify that we have caused the land described in this plat known as Boston Heights, to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat.

In witness whereof the Owner\Developer have executed this Deed of Dedication on this_____ day of _____, 20_____.

CRS Sanders Investments, LLC

Manager

STATE OF OKLAHOMA }
COUNTY OF TULSA }SS

Before me the undersigned, a Notary Public in and for said County and State, on this _____day of _____, 2018, personally appeared _____ to me known to be the identical person who subscribed the name thereof to the foregoing instrument 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 for said limited liability company, for the uses and purposes therein set forth.

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

Notary Public
My commission expires:_____

SURVEYORS CERTIFICATE

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, hereby certifies that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat, Boston Heights is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this _____day of _____, 20_____.

Charles K. Howard, RLS #297
CA 5611 Exp. 6-30-19

STATE OF OKLAHOMA }
COUNTY OF TULSA }SS

Before me, the undersigned, a Notary Public in and for said County and State, on this _____day of _____, 20_____, personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under me hand and seal the day and year last above written.

Notary Public
My Commission expires:_____

ENGINEER/SURVEYOR:
JR DONELSON, INC.
12820 SO. MEMORIAL DRIVE
OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
C.A. NO. 5611
EXP. DATE: 6-30-2019
EMAIL: JRDON@TULSACOXMAIL.COM

OWNER:
CRS SANDERS INVESTMENTS, LLC
107 S. ASH AVE.
BROKEN ARROW, OKLAHOMA 74014
CONTACT: CHARLES SANDERS
PHONE: 918-260-7771
EMAIL: CHARLESSANDERSHOMES@GMAIL.COM

Conceptual Utility Plan
BOSTON HEIGHTS
A REPLAT OF LOT ONE, BLOCK TWO
ARROW ACRES, AN ADDITON IN THE CITY OF
BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

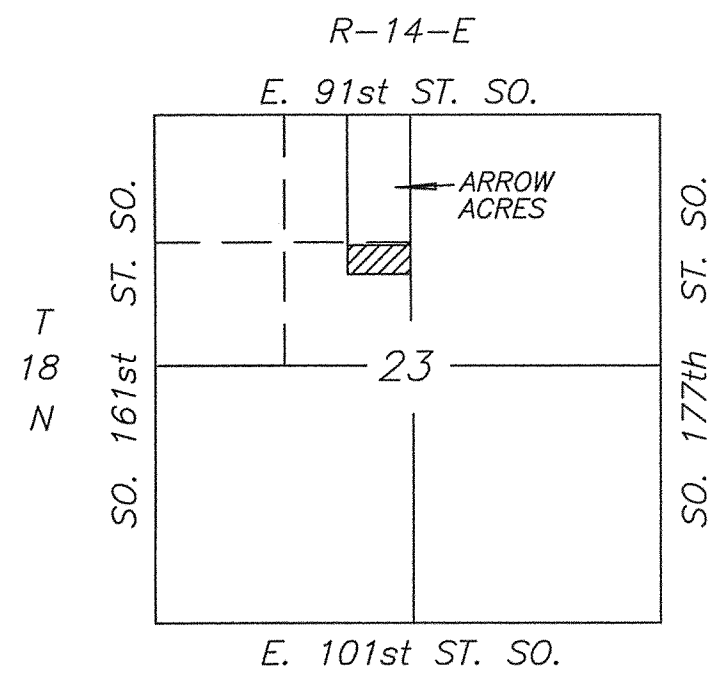
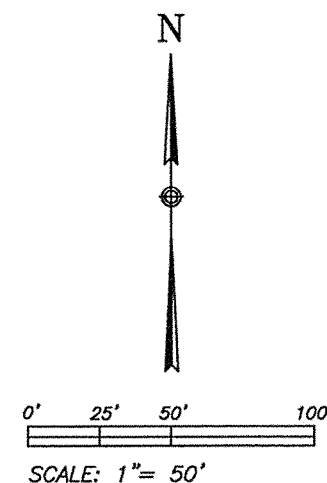
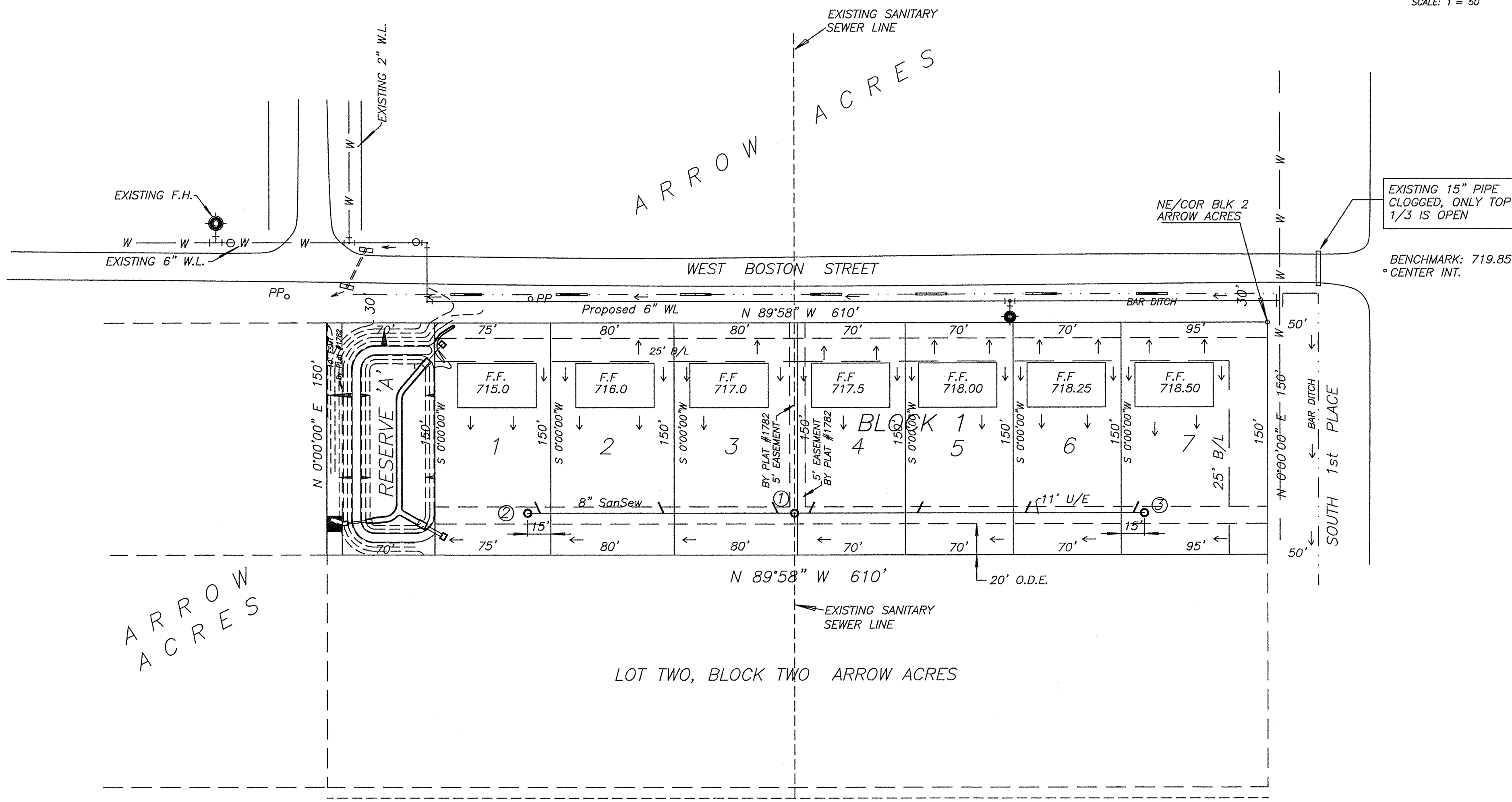
LEGEND

U/E	UTILITY EASEMENT
B/L	BUILDING LINE
BLK	BLOCK
NE	NORTHEAST
CL	CENTERLINE
R.O.W.	RIGHT-OF-WAY
LNA	LIMITS OF NO ACCESS
AO	ACCESS OPENING
U/G	UNDERGROUND
O.D.E.	OVERLAND DRAINAGE EASEMENT
PP	POWER POLE
FF	FINISH FLOOR
←	FLOW DIRECTION ARROW
716	EXISTING CONTOUR
SAN SEW	SANITARY SEWER
W.L.	WATER LINE
STM	STORM SEWER LINE
L.F.	LINEAL FEET
⊙	MANHOLE DESIGNATION
①	MANHOLE NUMBER
8"x4"	8"x4" RISER
→	FLOW DIRECTION ARROWS

NOTES:

- THE BASIS OF BEARINGS FOR THE SURVEY SHOWN THEREON IS THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 23, BEING N 0°00'00"E, ACCORDING TO THE FILED PLAT OF ARROW ACRES FINAL PLAT NO. 1782.
- LEVEL 1 - RURAL RESIDENTIAL COMPREHENSIVE PLAN
- REZONE FROM A-1 TO RS-2 SINGLE FAMILY DISTRICT
- BENCHMARK: CENTERLINE OF INTERSECTION OF SOUTH 1ST PLACE AND E. BOSTON STREET. ELEV: 719.85
- ADDRESS: 2104 SOUTH 1ST PLACE
- FEMA FIRM MAP: 40143C0393M PANEL 393 OF 530, DATE: 9/30/16 ZONE "X"

OKLAHOMA STATE PLANE COORDINATE SYSTEM, OKLAHOMA NORTH ZONE
HORIZONTAL DATUM: NAD 83
VERTICAL DATUM: NAVD 88



LOCATION MAP

SUBDIVISION CONTAINS
LOTS: 7
ACRES: 2.10 ACRES (TOTAL)

FILE: CSANDERS-ARROWACRES-GRADING.DWG
DATE: 6/1/2018

INDEX

- COVER SHEET
- SANITARY SEWER PLAN
- SANITARY SEWER PROFILES
- SANITARY SEWER DETAILS
- SANITARY SEWER DETAILS
- WATER LINE PLAN
- WATER LINE PROFILES
- WATER LINE DETAILS
- GRADING/EROSION CONTROL PLAN
- DRAINAGE PLAN
- DETENTION POND
- DETAILS

THERE WILL BE NO ADVERSE IMPACT TO OFFSITE ADJACENT PROPERTIES NOR PUBLIC SAFETY HAZARD CREATED BY THE STORM WATER FLOWS CONVEYED FROM THE PROPOSED CONSTRUCTION.

GENERAL NOTES

- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH CURRENT CITY OF BROKEN ARROW, PUBLIC WORKS STANDARDS & SPECIFICATIONS.
- THE CONTRACTOR SHALL GIVE THE NOTIFICATION CENTER OF OKLAHOMA ONE CALL SYSTEM, INC. NOTICE OF ANY EXCAVATION NO SOONER THAN 10 DAYS AND NOT LATER THAN 48 HOURS EXCLUDING SATURDAYS, SUNDAYS AND OTHER LEGAL HOLIDAYS PRIOR TO COMMENCEMENT OF WORK. PHONE NUMBER IS 1-800-522-6543.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PROJECT FOR A TIME PERIOD AS DETERMINED BY THE CITY OF BROKEN ARROW. HE SHALL PROVIDE A MAINTENANCE BOND IN THE AMOUNT OF PERCENTAGE OF THE CONTRACT AMOUNT FOR THE PERIOD OF TIME DETERMINED BY THE CITY OF BROKEN ARROW.
- ALL BACKFILL UNDER PAVEMENT SHALL BE BACKFILLED WITH TYPE "A" AGGREGATE, COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- ALL FILL AREA TO BE 95% STANDARD PROCTOR DENSITY PRIOR TO CONSTRUCTION.
- STRIP GRASS FROM AREA TO BE USED FOR DETENTION POND AND STOCKPILE.
- CONSTRUCT DIKE IN 6" LIFTS. COMPACT TO 95% STD. DENSITY.
- SLAB SOD SURFACES OF DETENTION DIKE.
- THE DETENTION POND, LOW FLOW DITCH AND OUTFLOW STRUCTURE IS PRIVATE.
- THE STORM SEWER AND SURFACE INLETS ARE PRIVATE STRUCTURES.

1-05-18	SANITARY SEWER PLAN	JID
Date	Notes	By

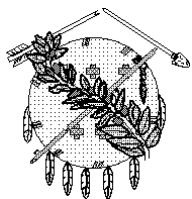
Designed CKH
Checked _____
Drawn JID
Approved _____

JR DONELSON, INC.
PLANNING and DESIGN
C.A. NO. 5611
12820 South Memorial Drive Office 100 Bixby, Oklahoma 74008
Exp. Date: 6/30/19
(918) 394-3030
Fax (918) 394-3030
Email: jrdon@tulsacoxmail.com

BOSTON HEIGHTS
CITY OF BROKEN ARROW

Conceptual Utility Plan

JOB NO:
BostonHeights-SANSEW
SCALE:
50'
SHEET:
1 OF



City of Broken Arrow

Request for Action

File #: 18-1067, **Version:** 1

Broken Arrow Planning Commission

09-13-2018

To: Chairman and Commission Members
From: Development Services Department

Title: Approval of BAL-829A, Thomas and Dollie Shaw Lot Split, 1 Lot, 0.53 acres, south of Dearborn Street, east of 37th Street at 20925 E. 43rd Street South

Background:

Applicant: Thomas and Dollie Shaw
Owner: Thomas and Dollie Shaw
Developer: None
Surveyor: Randy K. Shoefstall, Land Surveyor
Location: South of Dearborn Street, east of 37th Street at 20925 E. 43rd Street South
Size of Tract 0.53 total acres; Tract 1 - 0.50 acres; Tract 2 - 0.03 acres
Number of Lots: 1 (2 proposed)
Present Zoning: A-RMH
Comp Plan: Level 3 (Transition Area)

Lot split request BAL-829A involves a 0.53-acre parcel located south of Dearborn Street, east of 37th Street at 20925 E. 43rd Street South. On June 12, 2003, the Planning Commission approved BAL-829 that created the existing parcel. Applicant is requesting to split the west 7 feet of the parcel and attach it to the adjoining property to the west. There is an existing mobile home on Tract 1. With Tract 2 attached to the existing parcel to the west, the proposed lots meet the minimum lot size and frontage requirements of the RMH district.

Both properties have septic tanks for sanitary sewer. The health department requires all lots with septic tanks to have at least a half-acre. With the proposed lot split, Tract 1 still contains a half acre. When the lot split was done for BAL-829, the lateral lines were shown to be on the east part of Tract.

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

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. Water to the property is provided by Rural Water District 4.

Attachments: Case map
Aerial

Lot split legal descriptions exhibits
Septic tank location information submitted with BAL-829

Recommendation:

Staff recommends BAL-829A be approved, subject to the following:

1. The warranty deeds for both parcels shall be submitted simultaneously to the Plan Development Division to be stamped prior to being recorded in the County.
2. Tract 2 shall be permanently tied to the abutting property to the west. It shall be acknowledged and stated on the warranty deed that the property associated with Tract 2 and the abutting property to the west cannot be divided without receiving lot split approval from the Planning Commission.

Reviewed By: **Larry R. Curtis**

Approved By: **Michael W. Skates**

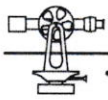
BDM



BAL-829A
Thomas and Dollie Shaw

200 100 0 200 Feet





WHITE SURVEYING COMPANY

• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 683-8924



1"=40'

INVOICE NO.: STK 18-94113
CLIENT: SHAW, TOM

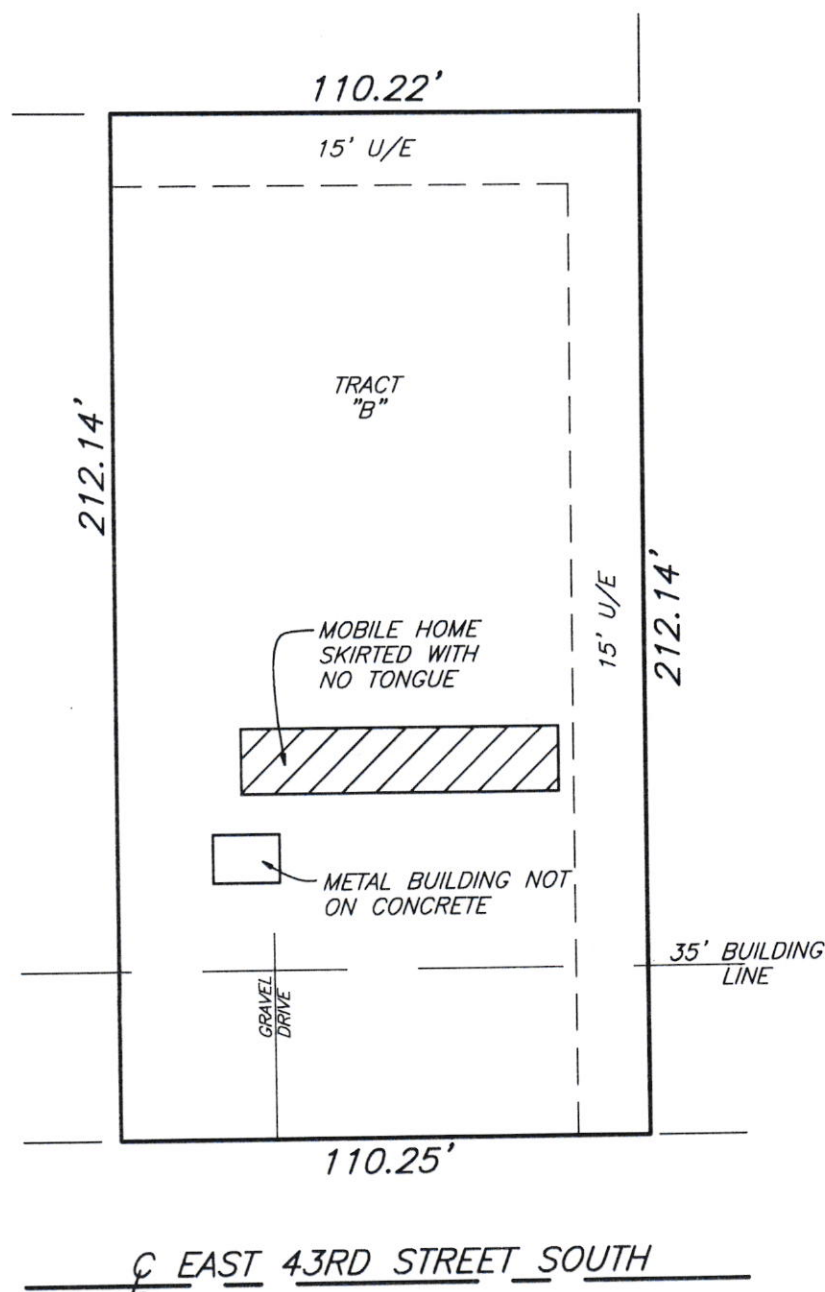
LOT SPLIT EXHIBIT

LEGEND

- X— FENCE
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- M/P METERING POINT
- B/E BURIED ELECTRIC & TELEPHONE CABLE EASEMENT (APPROXIMATE LOCATION)
- B.L. BUILDING LINE
- O.B.L. OUTBUILDING LINE



BEFORE YOU DIG,
CALL OKIE
1-800-522-6543



PLAT NO. N/A

ORIGINAL TRACT DESCRIPTION:

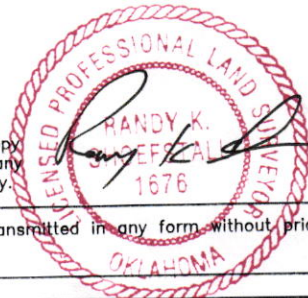
TRACT B:
LOT THREE (3), BLOCK ONE (1), LESS THE WEST 162' THEREOF, NEW TULSA ESTATES, AN ADDITION TO THE TOWN OF NEW TULSA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND KNOWN AS 20925 EAST 43RD STREET SOUTH.

City of Broken Arrow

AUG 08 2018

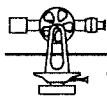
7/30/2018

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JGS S:\COUNTIES\WAGONER\NEW TULSA ESTATES AMND PLAT 07/26/18



WHITE SURVEYING COMPANY

• 9938 EAST 55TH PLACE TULSA, OKLAHOMA 74148 • (918) 663-8924



1"=40'

INVOICE NO.: STK 18-94113
CLIENT: SHAW, TOM

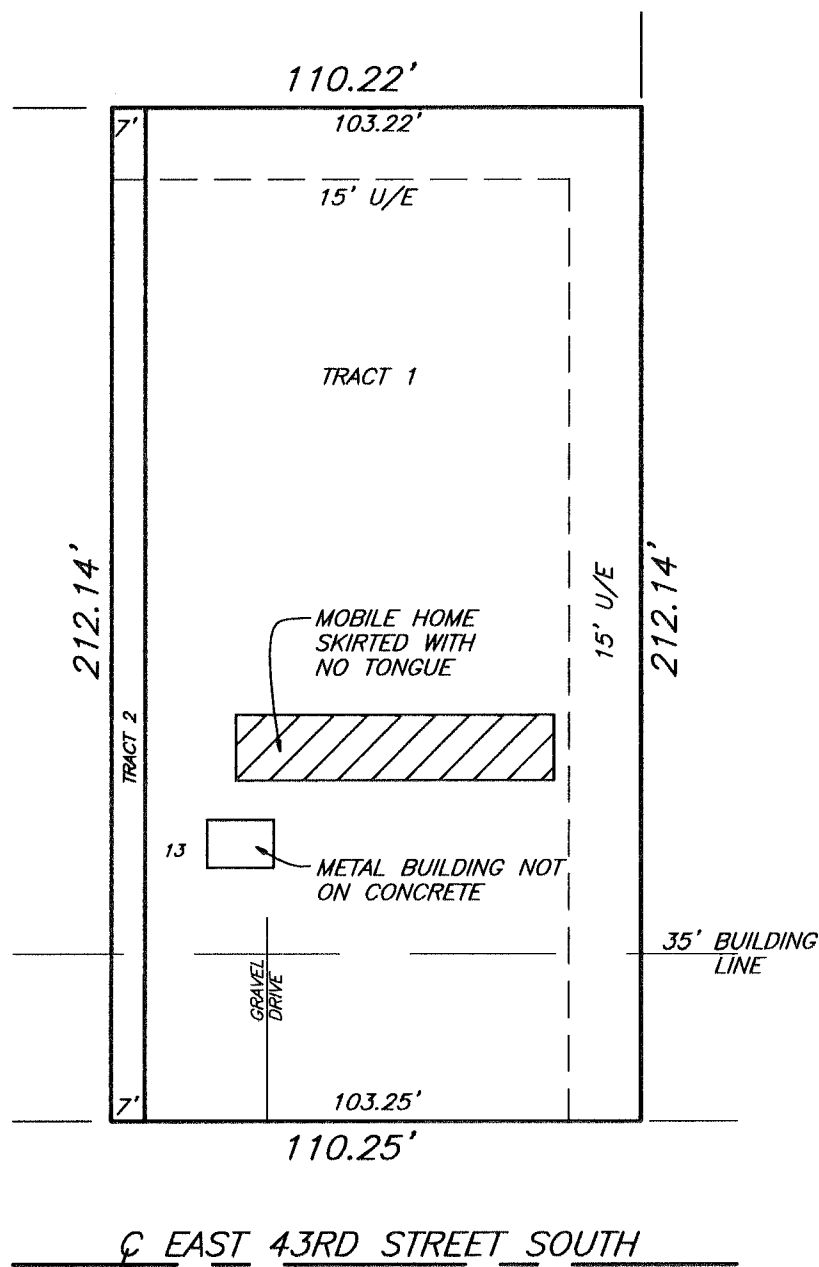
LOT SPLIT EXHIBIT

LEGEND

—X— FENCE
U/E UTILITY EASEMENT
D/E DRAINAGE EASEMENT
M/P METERING POINT
B/E BURIED ELECTRIC &
TELEPHONE CABLE
EASEMENT
(APPROXIMATE
LOCATION)
B.L. BUILDING LINE
O.B.L. OUTBUILDING LINE



BEFORE YOU DIG,
CALL OKIE
1-800-522-6543



PLAT NO. N/A

NEW TRACT DESCRIPTIONS:

TRACT 1:

LOT THREE (3), BLOCK ONE (1), LESS THE WEST 169' THEREOF, NEW TULSA ESTATES, AN ADDITION TO THE TOWN OF NEW TULSA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND KNOWN AS 20925 EAST 43RD STREET SOUTH.

TRACT 2:

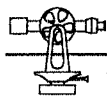
THE EAST 7' OF THE WEST 169' OF LOT THREE (3), BLOCK ONE (1), NEW TULSA ESTATES, AN ADDITION TO THE TOWN OF NEW TULSA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

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JGS S:\COUNTIES\WAGONER\NEW TULSA ESTATES AMND PLAT 07/26/18



WHITE SURVEYING COMPANY

9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 (918) 663-0924



1"=40'

INVOICE NO.: STK 18-94113
CLIENT: SHAW, TOM

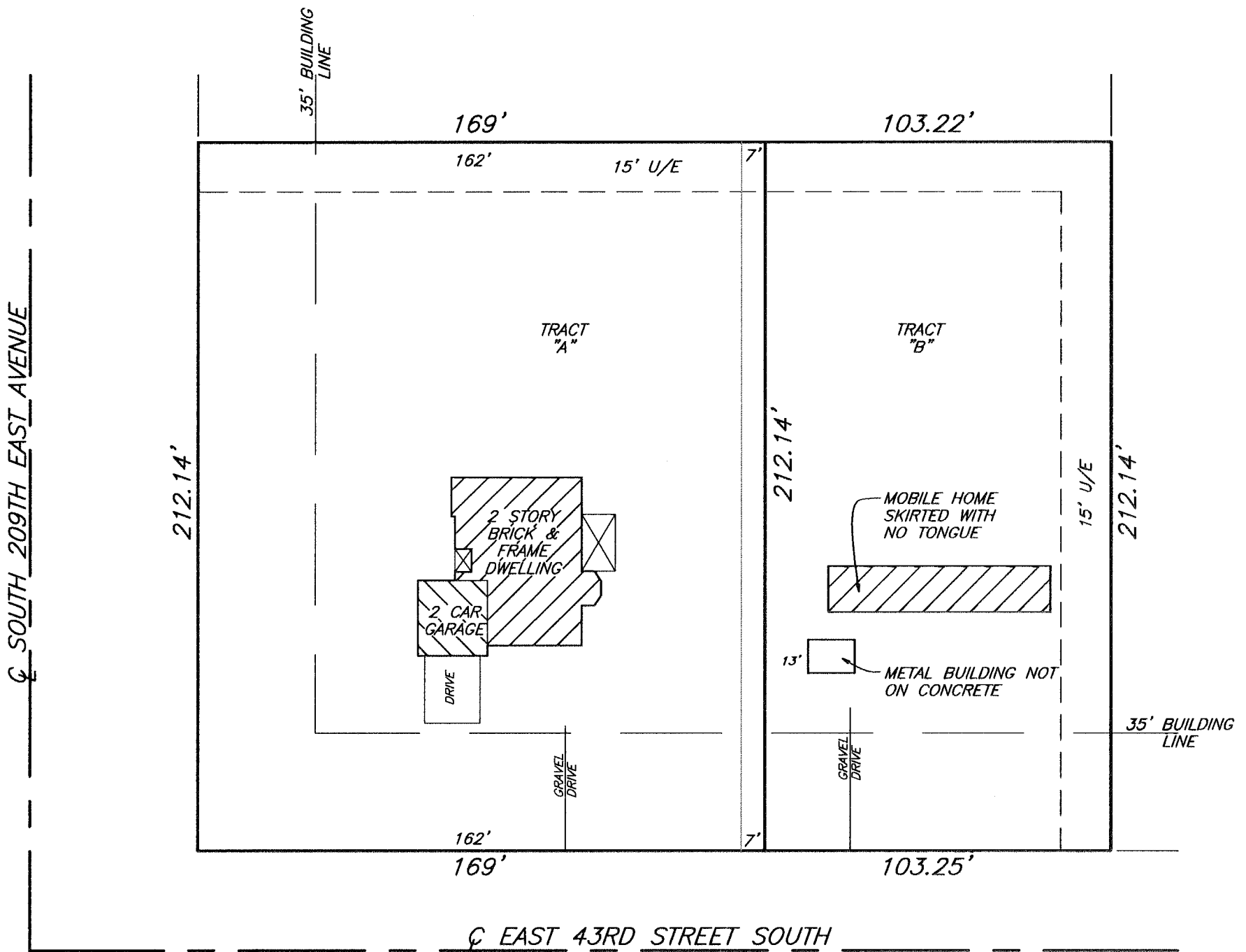
LOT SPLIT EXHIBIT

LEGEND

—X— FENCE
U/E UTILITY EASEMENT
D/E DRAINAGE EASEMENT
M/P METERING POINT
B/E BURIED ELECTRIC & TELEPHONE CABLE EASEMENT (APPROXIMATE LOCATION)
B.L. BUILDING LINE
O.B.L. OUTBUILDING LINE



BEFORE YOU DIG,
CALL OKIE
1-800-522-6543



PLAT NO. N/A

ORIGINAL TRACT DESCRIPTIONS:

TRACT A:
THE WEST 162' OF LOT THREE (3), BLOCK ONE (1), NEW TULSA ESTATES, AN ADDITION TO THE TOWN OF NEW TULSA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND KNOWN AS 4191 SOUTH 209TH EAST AVENUE.

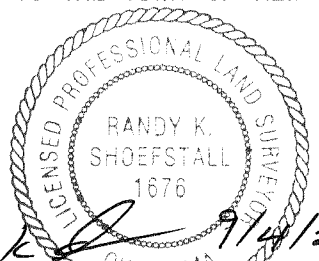
TRACT B:
LOT THREE (3), BLOCK ONE (1), LESS THE WEST 162' THEREOF, NEW TULSA ESTATES, AN ADDITION TO THE TOWN OF NEW TULSA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND KNOWN AS 20925 EAST 43RD STREET SOUTH.

NEW TRACT DESCRIPTIONS:

TRACT A:
THE WEST 169' OF LOT THREE (3), BLOCK ONE (1), NEW TULSA ESTATES, AN ADDITION TO THE TOWN OF NEW TULSA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND KNOWN AS 20925 EAST 43RD STREET SOUTH.

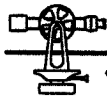
TRACT B:
LOT THREE (3), BLOCK ONE (1), LESS AND EXCEPT THE WEST 169' THEREOF, NEW TULSA ESTATES, AN ADDITION TO THE TOWN OF NEW TULSA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

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JGS S:\COUNTIES\WAGONER\NEW TULSA ESTATES AMND PLAT 07/26/18



WHITE SURVEYING COMPANY

• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

REGISTERED LAND SURVEYOR'S INSPECTION PLAT FOR MORTGAGE LOAN PURPOSES



1"=40'

INVOICE NO.: WS 03-3542
CLIENT: SHAW, TOM

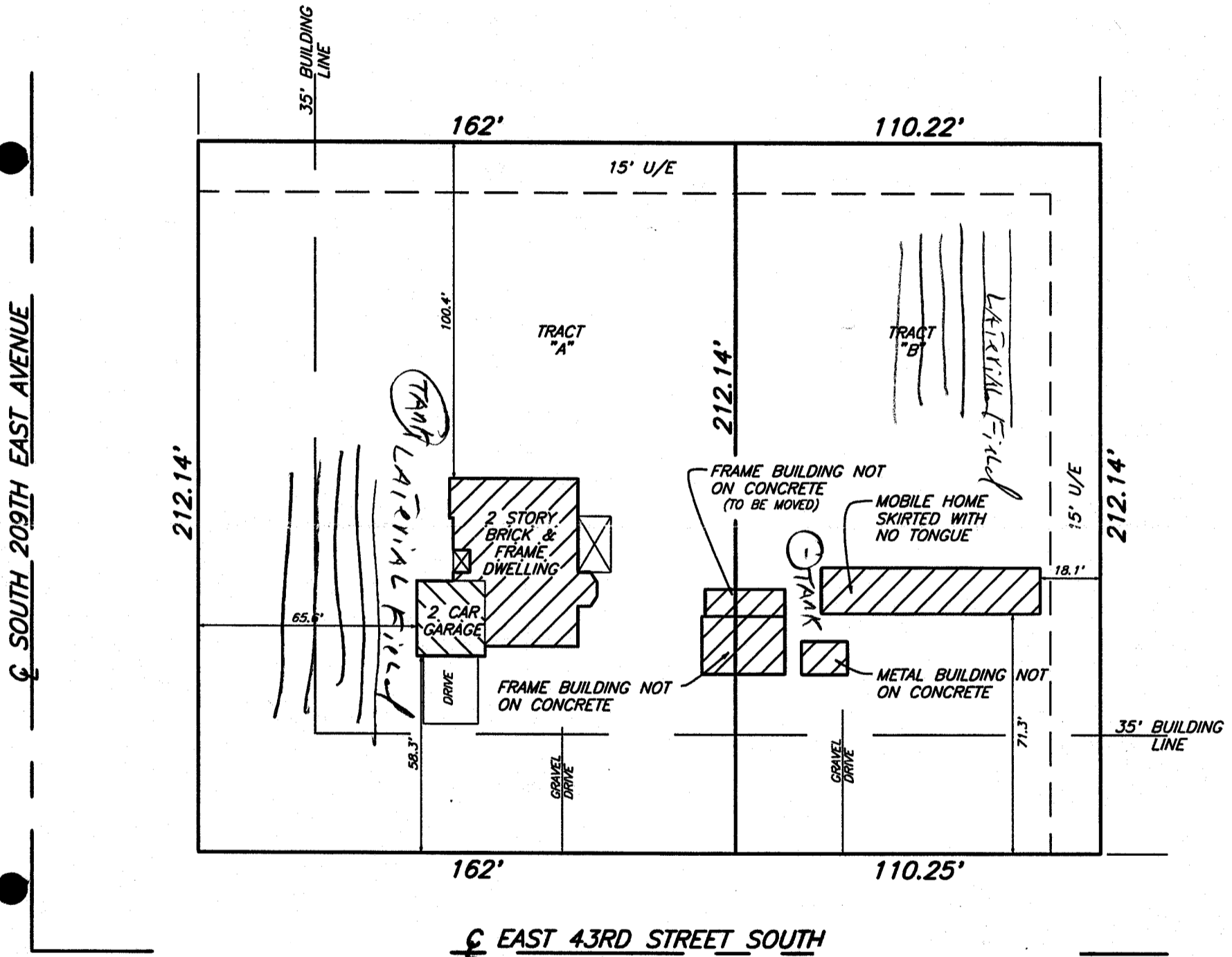
F.E.M.A. FLOOD INFORMATION NOT AVAILABLE FOR
THIS PROPERTY

LEGEND

- X— FENCE
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- M/P METERING POINT
- B/E BURIED ELECTRIC & TELEPHONE CABLE EASEMENT (APPROXIMATE LOCATION)
- B.L. BUILDING LINE
- O.B.L. OUTBUILDING LINE



BEFORE YOU DIG,
CALL OKIE
1-800-522-6543



PLAT NO. N/A

LEGAL DESCRIPTION AS PROVIDED:

TRACT A:

THE WEST 162' OF LOT THREE (3), BLOCK ONE (1), NEW TULSA ESTATES, AN ADDITION TO THE TOWN OF NEW TULSA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND KNOWN AS 4191 SOUTH 209TH EAST AVENUE.

TRACT B:

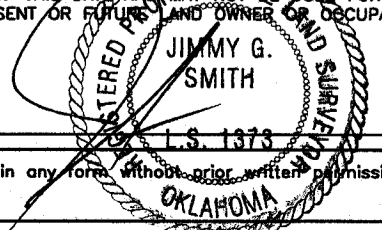
LOT THREE (3), BLOCK ONE (1), LESS THE WEST 162' THEREOF, NEW TULSA ESTATES, AN ADDITION TO THE TOWN OF NEW TULSA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND KNOWN AS 4191 SOUTH 209TH EAST AVENUE.

SURVEYOR'S STATEMENT

WHITE SURVEYING COMPANY, AN OKLAHOMA CORPORATION, AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION #CA1098 (RENEWAL DATE: JUNE 30, 2003), DO HEREBY STATE THAT IN OUR PROFESSIONAL OPINION THE ABOVE INSPECTION PLAT SHOWS THE DWELLING AS LOCATED ON THE PREMISES DESCRIBED, THAT IT IS ENTIRELY WITHIN THE DESCRIBED TRACT BOUNDARIES, AND THERE ARE NO ENCROACHMENTS THEREON BY VISIBLE PERMANENT IMPROVEMENTS, EXCEPT AS INDICATED; THAT THE ABOVE INSPECTION PLAT SHOWS ALL RECORDED PLAT EASEMENTS AND OTHER SUCH EASEMENTS WHICH HAVE BEEN DISCLOSED BY A CURRENT TITLE OPINION OR BY COMMITMENT FOR TITLE INSURANCE AND COPIES THEREOF PROVIDED TO US; THAT THIS INSPECTION PLAT WAS PREPARED FOR IDENTIFICATION PURPOSES ONLY FOR THE MORTGAGEE AND IS NOT A LAND OR BOUNDARY LINE SURVEY; THAT NO PROPERTY CORNERS WERE SET, AND IS NOT TO BE USED OR RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING OR OTHER IMPROVEMENTS; THAT UNDERGROUND OR ABOVE GROUND UTILITIES WERE NOT FIELD LOCATED AND THEREFORE ARE NOT SHOWN ON THIS INSPECTION PLAT UNLESS SPECIFICALLY REQUESTED BY THE CLIENT; THAT THIS INSPECTION PLAT IS PREPARED SOLELY FOR THE CLIENT LISTED HEREON AS OF THIS DATE AND MAY NOT BE USED FOR ANY SUBSEQUENT LOAN CLOSING, REFINANCE, OR OTHER TRANSACTION; AND THAT NO RESPONSIBILITY OR LIABILITY IS ASSUMED HEREIN OR HEREBY TO THE PRESENT OR FUTURE LAND OWNER OR OCCUPANT.

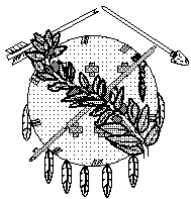
WITNESS MY HAND AND SEAL THIS DATE: 5/13/03

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RH - S:\NEWTULSA.DWG 05/12/03



City of Broken Arrow

Request for Action

File #: 18-1007, **Version:** 1

Broken Arrow Planning Commission

09-13-2018

To: Chairman and Commission Members
From: Development Services Department
Title: Public hearing, consideration, and possible action regarding SP-290 (Specific Use Permit), Refiner's Fire International Ministries, 1.43 acres, CH, West of Elm Place, 250 feet north of Houston Street

Background:

Applicant: Pastors Eugene and Tosha Floyd
Owner: 504 S. Elm Place LLC
Developer: Pastors Eugene and Tosha Floyd
Engineer: None
Location: West of Elm Place, 250 feet north of Houston Street
Size of Tract 1.43 acres
Number of Lots: 1
Present Zoning: CH
Comp Plan: Level 6

SP-290 is a request for a Specific Use Permit for a place of assembly in an existing commercial center. The property is located west of Elm Place, 250 feet north of Houston Street.

The project site is platted as Lot 1 Block 1 of Meadow Heights Center and is zoned CH. With SP-290, applicant is requesting approval for a place of assembly in an existing commercial center. The proposed hours of operation are on Sunday from 11:00 a.m. until 3:00 p.m., Tuesday evening and Wednesday evening. The tenant space is approximately 2,000 square feet in area. While the current number of attendees at a service is 25-30 people, based on the size of the lease area, the assembly use could accommodate up to 100 people. With a parking ratio of one space per four seats, the parking requirement would be 25 parking spaces. In considering the size of the lease area and the hours of operation, there is sufficient parking for this use at this retail center. A wall sign is proposed for the use. Currently, there are no uses within the commercial center that would pose a conflict for the place of assembly use.

Right-of-way along Elm Place has not been dedicated in accordance with the Subdivision Regulations and the Engineering Design Criteria Manual. The Meadow Heights Center plat was recorded in Tulsa County on October 27, 1976. When the plat was recorded, 50 feet of right-of-way was dedicated along Elm Place. Today, Elm Place is classified as a primary arterial street, which requires 60 feet of right-of-way from the section line. In addition, the Subdivision Regulations and the Engineering Design Criteria Manual require 65 feet of right-of-way within 350 feet of the intersection of two arterial streets. The southeast property corner associated with SP

-290 is located 195 feet from the intersection with Houston Street. Therefore, in accordance with the Subdivision Regulations and the Engineering Design Criteria Manual, 15 feet of additional right-of-way is needed on the east property boundary for a distance of 155 feet, then transition at a 30-degree angle to a point that is located 60 feet from the section line, which will continue to the north property line. The property owner is not in agreement with dedicating additional right-of-way.

Surrounding land uses and zoning classifications include the following:

North:	CH	Medical Spa
East:	CN and CH	Elm Place, Auto Parts, Office
South:	CH	Service Station
West:	RD	Duplex Residences

The property associated with SP 290 is not located in a 100-year floodplain.

The property is designated as Level 6 in the Comprehensive Plan. The existing CH zoning is in conformance with the Comprehensive Plan in Level 6. Places of assembly are permitted in commercial zoning designations with a Specific Use Permit. SP-290 is therefore in accordance with the Comprehensive Plan and Zoning Ordinance.

Attachments: Case map
Aerial
Narrative
Sign Design

Recommendation:

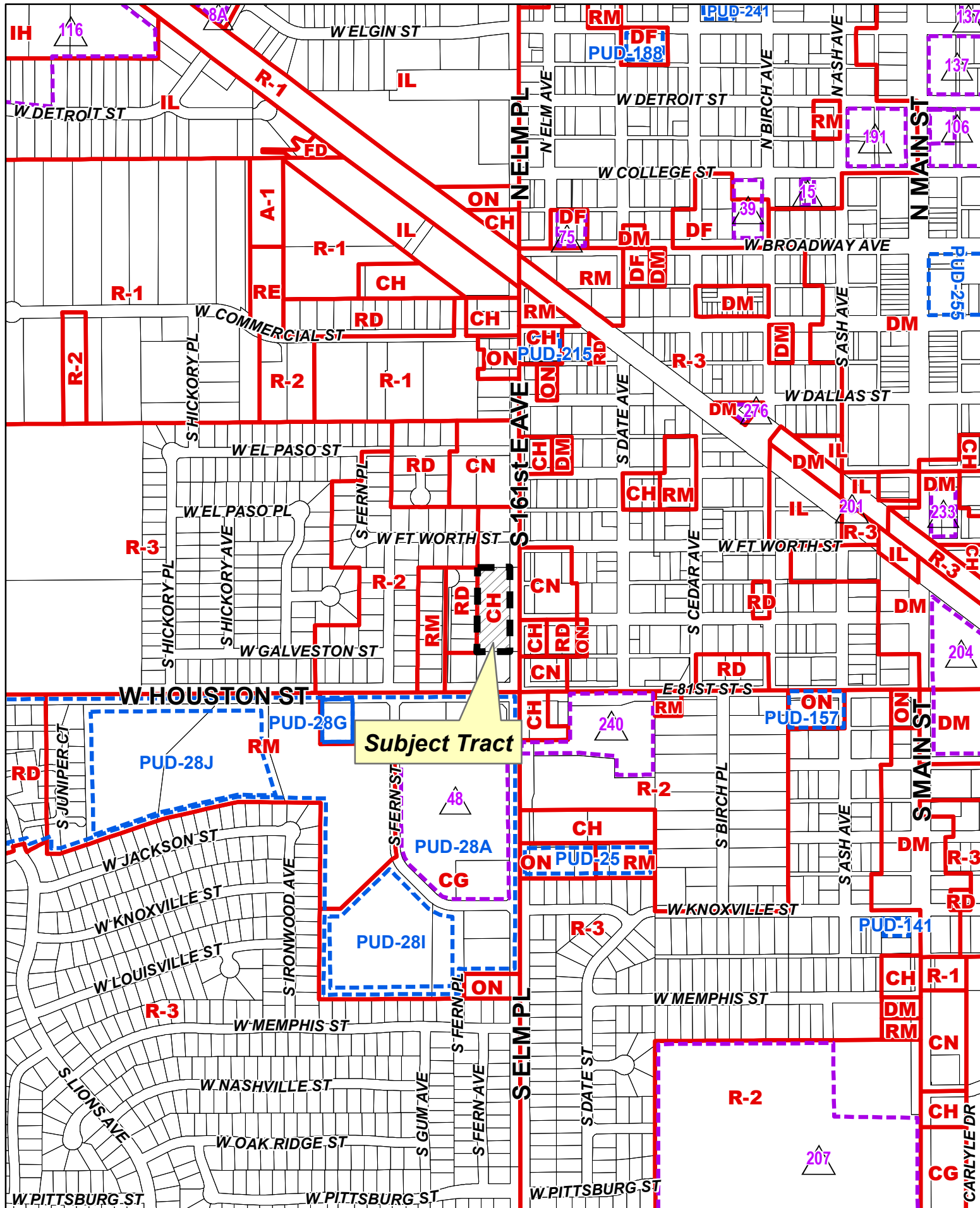
There are not presently any businesses that would be impacted by a church locating as proposed in the shopping center. However, there could be an impact on future development related to businesses that need or desire separation from a church. In the past, the City has allowed places of assembly to locate in commercial areas with a two-year time limit. Therefore, based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that SP-290 be approved, subject to the following conditions of approval.

1. Right-of-way and utility easements shall be dedicated along Elm Place in accordance with the City of Broken Arrow Subdivision Regulations. This will require 15 feet of additional right-of-way along Elm Place from the southeast corner of the property extending northward for 155 feet, then transition at a 30-degree angle to a point that is 60 feet from the section line, which will continue to the north property line.
2. SP-290 shall be approved for a two-year period with an expiration date of October 2, 2020.
3. The applicant shall obtain a sign permit for the wall-mounted sign.

Reviewed By: Larry R. Curtis

Approved By: Michael W. Skates

JMW



Subject Tract

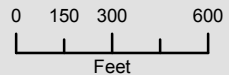


300' Radius



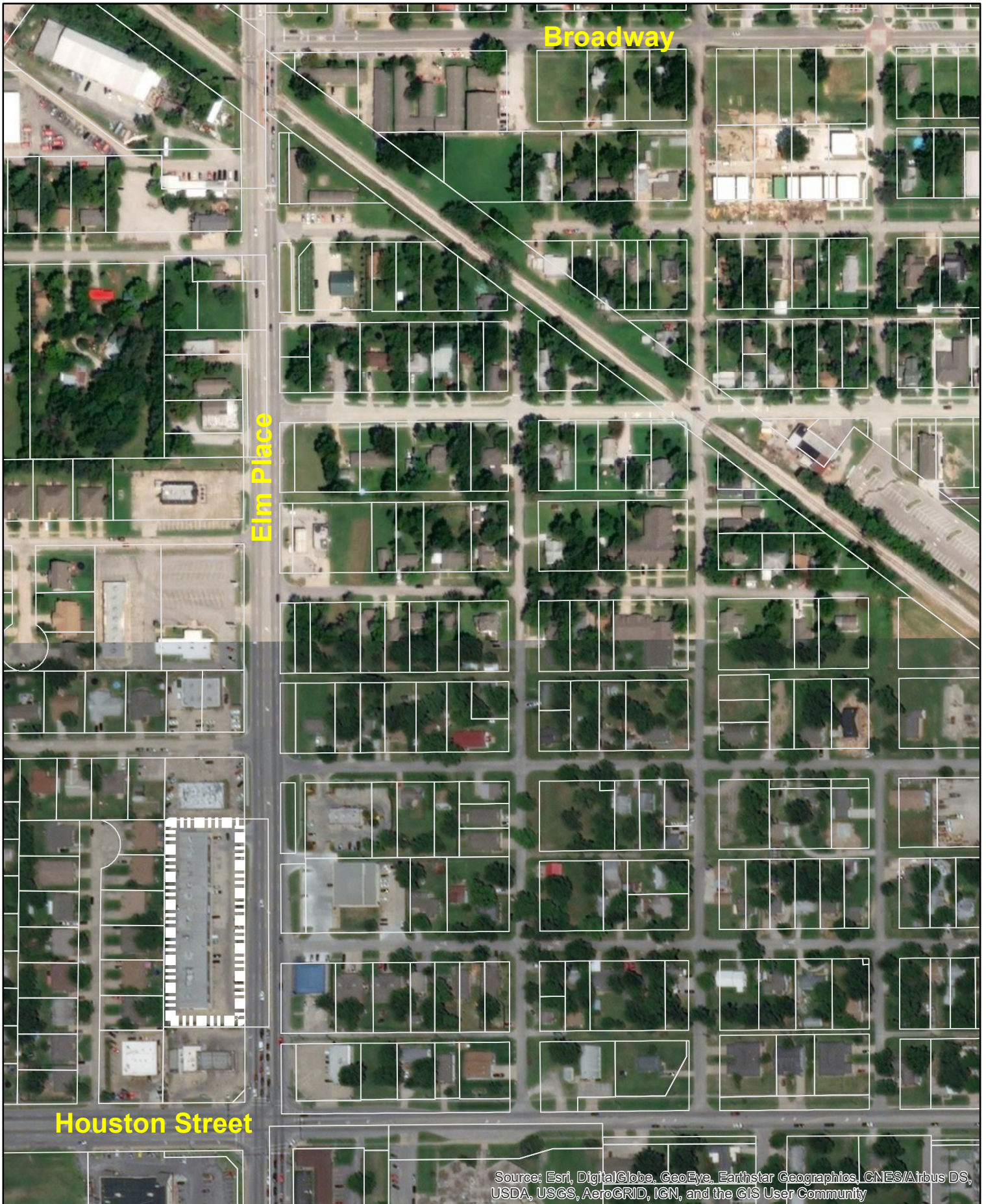
Subject Tract

SP-290



10 18-14





SP 290
Refiner's Fire Church



Special Use Permit for Refiners Fire International Ministries

Proposal

The Refiners Fire International Ministries is seeking an Occupancy Permit to conduct church services at 540 S Elm Place in Broken Arrow Ok.

Below is pertinent information pertaining to our request.

- 540 S Elm Place is approximately 2000 square feet.
- Scheduled Services are Tuesday Night Prayer at 7 pm, Wednesday Night Bible Study at 7pm and Sunday Services from 11 am till 3 pm.
- The attendance at our schedules services is between 25 – 30 personal.
- Amax Sign Company in Tulsa is scheduled to install a church sign once the Occupancy Permit and the Sign Permit are approved.
- The Refiners Fire International Ministries will submit a Sign Permit once the Occupancy Permit is approved.



SF LIGHTED SIGN CABINET

SCALE: 3/4" = 1'

1.1

Fabricated Aluminum Sign Cabinet, 1.5" Black
Pre-Finished Retainers/Filler,
PolyCarbonate Face with Dual Layer Digital Print

- Dimensions subject to other changes due to
detected design considerations.
- A-Max Sign Company will endeavor to closely
match colors, including PMS colors where available.
We cannot guarantee exact matches due to varying
susceptibility of surface materials, vinyl and
printing time.



a-max
SIGN COMPANY, INC.

www.amaxsign.com

9520 E. 55th Place
Tulsa, Oklahoma 74145
ph. (918)222-0651 ... fax. (918)222-0656

SCALE: 3/4" = 1'

DATE: 11-03-15

FILE NAME: 4x8 SF

SALES REP: Bruce Anderson

DRAWN BY: BD

PROJECT: Refiner's Fire

LOCATION: BROKEN ARROW

ADDRESS: 805 S ELM PLACE

Signs will be made to meet UL specifications
as required.

All signs will comply with most current
with Article 605 of the I.E.C. standards,
including proper grounding and bonding.

CLIENT APPROVAL / DATE:

LANDLORD APPROVAL / DATE:

These signs are being produced by A-Max Sign
Company, Inc. and are being produced in accordance
with the specifications of the client. The client
has approved the design and the materials used.
The client has also approved the location of the
signs and the method of installation.

REVISIONS:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

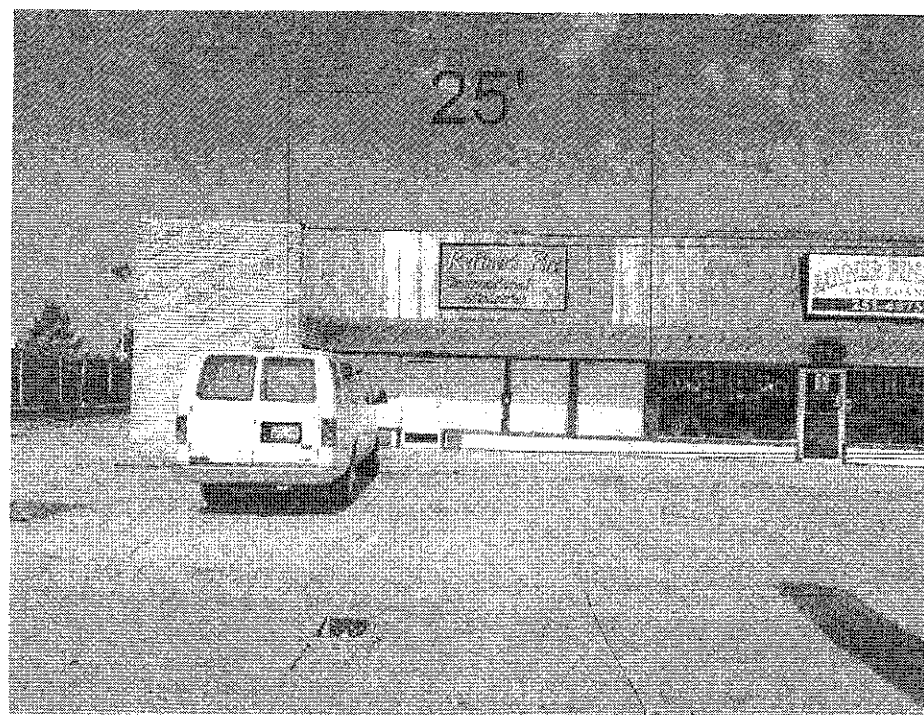


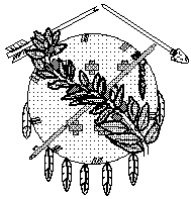
SHEET NUMBER

1 of 1

DWG

110315-20





City of Broken Arrow

Request for Action

File #: 18-1078, **Version:** 1

**Broken Arrow Planning Commission
09-13-2018**

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

Consideration, discussion and possible approval of PT18-108, Preliminary Plat, The Villages at Seven Oaks South, 13.68 acres, 57 Lots, A-1 to RS-3 (via BAZ-1622) to RS-3 to RS-4/PUD-280 (via BAZ-2010 & PUD-280), one-quarter mile east of 9th Street, south of New Orleans Street

Background:

Applicant: AAB Engineering, LLC
Owner: Seven Oaks South, LLC
Developer: Seven Oaks South, LLC
Engineer: AAB Engineering, LLC
Location: One-quarter mile east of 9th Street, south of New Orleans Street
Size of Tract 13.68 acres
Number of Lots: 57 proposed
Present Zoning: A-1 to RS-3 (via BAZ-1622) to RS-4/PUD-280 (via BAZ-2010 & PUD-280)
Comp Plan: Level 2 (Urban Residential)

This preliminary plat was presented to the Planning Commission on August 9, 2018 along with PUD-280 and BAZ-2010, the request to change the zoning on the property. Due to discussion and the addition of conditions by the Planning Commission for the PUD and rezoning, PT18-108 was continued to the Planning Commission meeting scheduled for September 13, 2018.

PUD-280 and BAZ-2010 were approved by the City Council on September 4, 2018 with the conditions that the primary access to the subdivision be from 12th Place and that a major amendment to PUD-280A be submitted.

Due to the need to submit a PUD amendment, Staff is recommending that this preliminary plat be removed from the agenda until such time that the major amendment to PUD-280 be submitted and approved.

Attachments: None

Recommendation:

Staff recommends PT18-108, preliminary plat for The Villages at Seven Oaks South be removed from the agenda until such time that the major amendment to PUD-280 be submitted and approved.

Reviewed By: Larry R. Curtis

Approved By: Michael Skates

ALY