

Location Map
Scale: 1" = 2000'

SUBDIVISION CONTAINS
THREE (3) LOTS IN ONE (1) BLOCK
GROSS SUBDIVISION AREA: 4.122 ACRES

Notes

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83).

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

Benchmark 1

CHISELED BOX ON TOP OF NORTH CURB,
EAST OF RAILROAD TRACK, 7' EAST OF
CURB END.

ELEVATION = 726.48 (NAVD 88)

Benchmark 2

CHISELED BOX ON TOP OF CURB, EAST TIP
OF ISLAND AT THE SE CORNER OF THE
STARBUCK'S BUILDING

ELEVATION = 724.67 (NAVD 88)

Benchmark 3

CHISELED BOX ON TOP OF CURB, AT
NORTH CORNER OF STARBUCK'S PARKING
AREA.

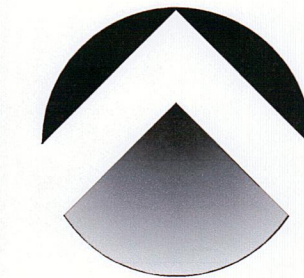
ELEVATION = 726.70 (NAVD 88)

DATE OF PREPARATION: MARCH 10, 2014

PUD 223

Dental Depot Broken Arrow

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER (W/2 SW/4) OF
SECTION THREE (3), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST
AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



Scale: 1" = 50'

LEGEND:
B/L = BUILDING LINE
DEV = DEVELOPMENT
LNA = LIMITS OF NO ACCESS
MAE = MUTUAL ACCESS EASEMENT
PUD = PLANNED UNIT DEVELOPMENT
ROW = RIGHT-OF-WAY
U/E = UTILITY EASEMENT

OWNER:
Quandary Peak, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
3104 NW 23rd Street
Oklahoma City, Oklahoma 73107
Phone: (405)945-8941

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2015
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS
I, Pat Key, Tulsa County Clerk, in and for the County and State above
named, do hereby certify that the foregoing is a true and correct copy of a
like instrument now on file in my office.
Dated the 8 day of April 2014
PAT KEY, Tulsa County Clerk
Deputy

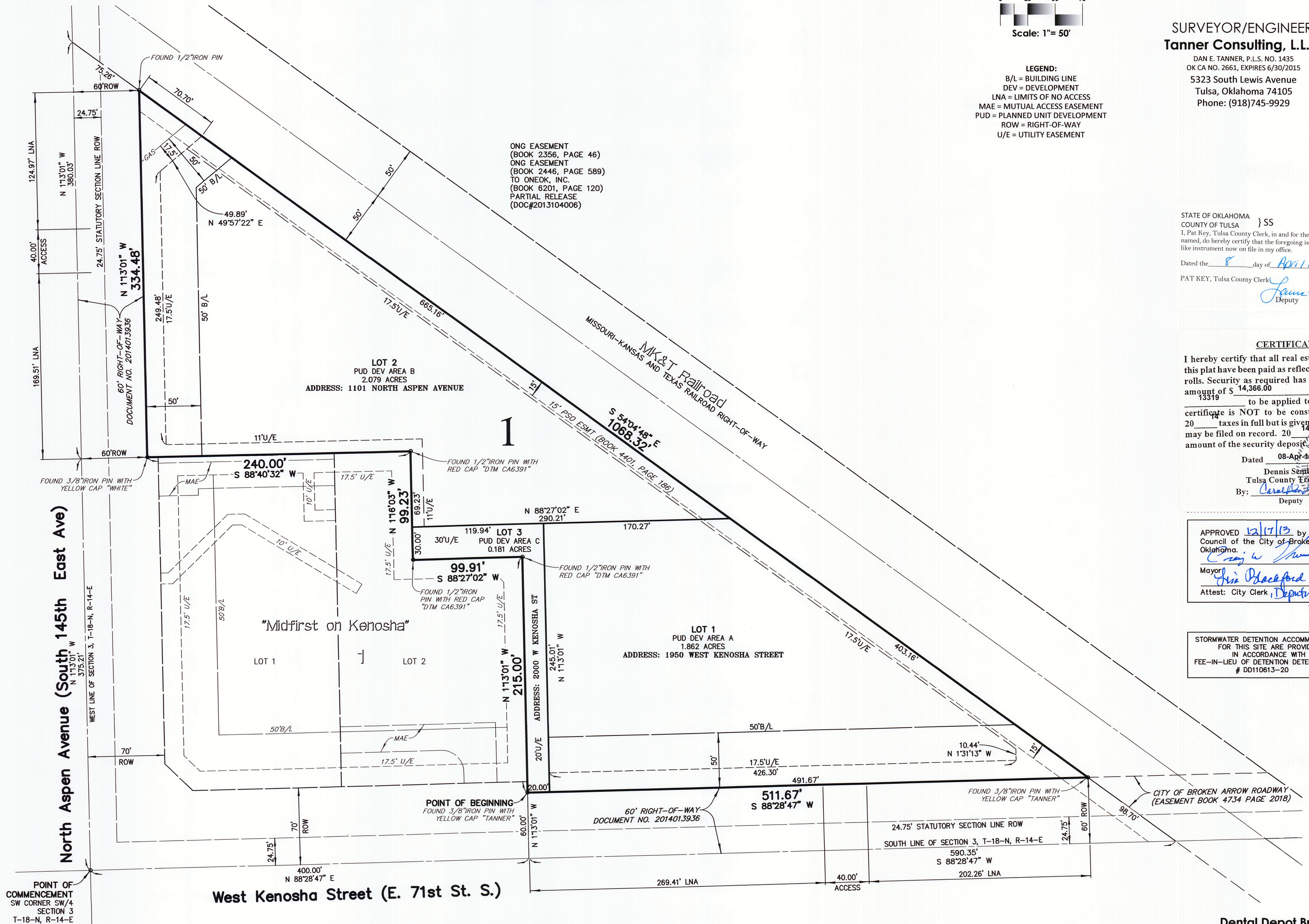
CERTIFICATE

I hereby certify that all real estate taxes involved in
this plat have been paid as reflected by the current tax
rolls. Security as required has been provided in the
amount of \$ 14,366.00 per trust receipt no.
13319 to be applied to 20 14 taxes. This
certificate is NOT to be construed as payment of
20 14 taxes in full but is given in order that this plat
may be filed on record. 20 14 taxes have been paid the
amount of the security deposit.

Dated 08-Apr-14
Dennis Semler
Tulsa County Treasurer
By: *Cynthia W. Semler*
Deputy

APPROVED 12/17/13 by the City
Council of the City of Broken Arrow,
Oklahoma.
Mayor: *Chris Blackford*
Attest: City Clerk, Deputy

STORMWATER DETENTION ACCOMMODATIONS
FOR THIS SITE ARE PROVIDED
IN ACCORDANCE WITH
FEE-IN-LIEU OF DETENTION DETERMINATION
DD110613-20



Dental Depot Broken Arrow

SHEET 1 OF 2
CASE NUMBER: PT13-109
DETENTION DETERMINATION NUMBER: DD110613-20

Dental Depot Broken Arrow

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER (W/2 SW/4) OF
SECTION THREE (3), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR DENTAL DEPOT BROKEN ARROW

KNOW ALL MEN BY THESE PRESENTS:

THAT QUANDARY PEAK, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "DEVELOPER" OR "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THREE (3), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SW/4; THENCE NORTH 88°28'47" EAST ALONG THE SOUTH LINE OF THE SW/4, FOR A DISTANCE OF 400.00 FEET; THENCE NORTH 1°13'01" WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 1°13'01" WEST FOR A DISTANCE OF 215.00 FEET TO A POINT, SAID POINT ALSO BEING THE EASTERLY NORTHEAST CORNER OF "MIDFIRST ON KENOSHA", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (NO. 5826); THENCE SOUTH 88°27'02" WEST AND ALONG THE BOUNDARY LINE OF SAID ADDITION, FOR A DISTANCE OF 99.91 FEET TO A POINT; THENCE NORTH 1°16'03" WEST AND CONTINUING ALONG SAID BOUNDARY LINE, FOR A DISTANCE OF 99.23 FEET TO A POINT, SAID POINT BEING THE NORTHERLY NORTHEAST CORNER OF SAID ADDITION; THENCE SOUTH 88°40'32" WEST AND ALONG THE NORTH LINE OF SAID ADDITION, FOR A DISTANCE OF 240.00 FEET TO A POINT; THENCE NORTH 1°13'01" WEST, FOR A DISTANCE OF 334.48 FEET TO A POINT ON THE PRESENT SOUTH LINE OF THE MK&T RAILROAD RIGHT-OF-WAY; THENCE SOUTH 54°04'48" EAST AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1068.32 FEET TO A POINT; THENCE SOUTH 88°28'47" WEST AND PARALLEL WITH THE SOUTH LINE OF THE SW/4, FOR A DISTANCE OF 511.67 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 179,564 SQUARE FEET OR 4.122 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).

THE DEVELOPER HAS CAUSED THE TRACT TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, AND BLOCKS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE ADDITION AS "DENTAL DEPOT BROKEN ARROW", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE ADDITION AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNERS OF ANY PROPERTY WITHIN THE ADDITION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY.

SECTION I. UTILITIES AND EASEMENTS

A. UTILITY EASEMENTS:

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, SEWER LINES AND OTHER PUBLIC UTILITIES AS DESCRIBED ABOVE 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 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, ERRECTED, 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.

B. ELECTRIC, TELEPHONE, CABLE TELEVISION SERVICES, WATER, SANITARY SEWER, STORM SEWER AND GAS SERVICE:

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION MAY BE LOCATED IN THE EASEMENT AREAS RESERVED FOR GENERAL UTILITY SERVICES AS SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH EASEMENTS.

2. UNDERGROUND SERVICE CABLES OF ANY TYPE, WATER, SEWER, SANITARY SEWER AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE ADDITION MAY BE RUN FROM THE NEAREST AVAILABLE WATER, SEWER, GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, GAS, SEWER AND ANY OTHER SERVICES, INCLUDING WHERE APPLICABLE THE CITY, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, GAS OR OTHER FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE REASONABLE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, WATER, SEWER, SANITARY SEWER OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, INCLUDING, BUT NOT LIMITED TO, REPLACEMENT OR

REPAIR OF DAMAGE CAUSED BY WEATHER OR OTHER ACTS OF NATURE, 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.

5. WITHIN THE UTILITY EASEMENTS AND AREAS DESCRIBED IN THIS PARAGRAPH B AND DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF THE UTILITIES DESCRIBED HEREIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SAID UTILITIES SHALL BE PROHIBITED.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE UTILITIES DESCRIBED IN THIS PARAGRAPH B, INCLUDING THE CITY WHERE APPLICABLE AND EACH SUPPLIER'S SUCCESSOR, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. CROSS ACCESS AND PARKING:

THE OWNER/DEVELOPER HEREBY ESTABLISHES A CROSS ACCESS AND PARKING EASEMENT FOR ALL LOTS WITHIN THE "DENTAL DEPOT BROKEN ARROW" PLAT. SAID CROSS ACCESS AND PARKING EASEMENT SHALL BE FOR VEHICULAR AND PEDESTRIAN TRAFFIC AND SHALL BE FOR THE MUTUAL BENEFIT OF ALL LOT OWNERS WITHIN THE DEVELOPMENT. THE CROSS ACCESS AND PARKING EASEMENT SHALL BE COVER ALL DRIVEWAYS AND PARKING SPACES. THIS EASEMENT MAY BE FURTHER DEFINED AND MODIFIED AT THE AGREEMENT OF ALL PROPERTY OWNERS WITHIN THE DEVELOPMENT.

D. 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 SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY.

E. OWNER RESPONSIBILITY WITHIN EASEMENTS:

THE OWNER OF THE LOTS SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITH THE UTILITY EASEMENTS ON THE LOT IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, NATURAL GAS, CABLE TELEVISION OR TELEPHONE SERVICE.

F. LIMITS OF NO ACCESS:

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY 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.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, "DENTAL DEPOT BROKEN ARROW" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 223) AS PROVIDED WITHIN SECTIONS 6.4 OF THE CITY OF BROKEN ARROW ZONING CODE, AND WHEREAS PUD NO. 223 WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON JULY 25, 2013, AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON AUGUST 20, 2013, AND WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INJURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND, WHEREAS, THE OWNERS, DESIRE TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT OF "DENTAL DEPOT BROKEN ARROW", AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNERS, THEIR SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

THEREFORE, THE OWNERS HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, ITS GRANTEES, SUCCESSORS AND ASSIGNS IN TITLE TO "DENTAL DEPOT BROKEN ARROW", AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. DEVELOPMENT IN ACCORDANCE WITH PUD NO. 223:

"DENTAL DEPOT BROKEN ARROW" SHALL BE DEVELOPED AND USED IN ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 223 APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 223 AS MAY BE SUBSEQUENTLY APPROVED.

B. DEVELOPMENT STANDARDS:

DEVELOPMENT AREA "A":

DEVELOPMENT AREA "A" SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE COMMERCIAL NEIGHBORHOOD DISTRICT (CN) AND THE BROKEN ARROW ZONING ORDINANCE EXCEPT AS MODIFIED HEREIN.

GROSS LAND AREA: 2.593 ACRES 112,937 SF

NET LAND AREA : 1.862 ACRES 81,087 SF

PERMITTED USES: THOSE USES PERMITTED BY RIGHT WITHIN THE COMMERCIAL NEIGHBORHOOD DISTRICT (CN).

MAXIMUM PERMITTED FLOOR AREA: 35,000 SF

MINIMUM LOT WIDTH: 200 FT *

MAXIMUM FLOOR AREA RATIO PER LOT: 0.50

MINIMUM LOT AREA: 15,000 SF *

MAXIMUM BUILDING HEIGHT: 50 FT OR TWO STORIES

MINIMUM OFF-STREET PARKING: AS REQUIRED BY THE CITY OF BROKEN ARROW ZONING CODE FOR EACH USE. CROSS ACCESS AND PARKING SHALL BE PERMITTED BETWEEN ALL LOTS WITHIN THE PUD.

MINIMUM BUILDING SETBACK REQUIREMENTS:

FROM WEST KENOSHA STREET RIGHT-OF-WAY: 50 FT

FROM INTERNAL LOT LINE: 10 FT

FROM RAILROAD RIGHT-OF-WAY: 10 FT

MINIMUM LANDSCAPE REQUIREMENT: LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 5.2 OF THE ZONING ORDINANCE.

* DEVELOPMENT AREA "A" MAY BE FURTHER SUBDIVIDED BY A LOT SPLIT AND MINOR AMENDMENT APPROVED BY THE CITY OF BROKEN ARROW.

DEVELOPMENT AREA "B":

DEVELOPMENT AREA "B" SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE COMMERCIAL NEIGHBORHOOD DISTRICT (CN) AND THE BROKEN ARROW ZONING ORDINANCE EXCEPT AS MODIFIED HEREIN.

GROSS LAND AREA: 2.571 ACRES 111,994 SF

NET LAND AREA: 2.079 ACRES 90,554 SF

PERMITTED USES: THOSE USES PERMITTED BY RIGHT WITHIN THE COMMERCIAL NEIGHBORHOOD DISTRICT(CN).

MAXIMUM PERMITTED FLOOR AREA: 40,000 SF

MINIMUM LOT WIDTH: 150 FT *

MAXIMUM FLOOR AREA RATIO PER LOT: 0.50

MINIMUM LOT AREA: 40,000 SF *

MAXIMUM BUILDING HEIGHT: 50 FT OR TWO STORIES

MINIMUM OFF-STREET PARKING: AS REQUIRED BY THE CITY OF BROKEN ARROW ZONING CODE FOR EACH USE. CROSS ACCESS AND PARKING SHALL BE PERMITTED BETWEEN ALL LOTS WITHIN THE PUD.

MINIMUM BUILDING SETBACK REQUIREMENTS:

FROM NORTH ASPEN AVENUE RIGHT-OF-WAY: 50 FT

FROM INTERNAL LOT LINE: 10 FT

FROM RAILROAD RIGHT-OF-WAY: 10 FT

MINIMUM LANDSCAPE REQUIREMENT: LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 5.2 OF THE ZONING ORDINANCE.

* DEVELOPMENT AREA "B" MAY BE FURTHER SUBDIVIDED BY A LOT SPLIT AND MINOR AMENDMENT APPROVED BY THE CITY OF BROKEN ARROW.

DEVELOPMENT AREA "C":

DEVELOPMENT AREA "C" SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE COMMERCIAL NEIGHBORHOOD DISTRICT (CN) AND THE BROKEN ARROW ZONING ORDINANCE EXCEPT AS MODIFIED HEREIN.

GROSS LAND AREA: 0.208 ACRES 9,073 SF

NET LAND AREA: 0.181 ACRES 7,873 SF

PERMITTED USES: OFF-STREET PARKING ONLY

MAXIMUM PERMITTED FLOOR AREA: NONE

MINIMUM LOT WIDTH: 20 FT

MAXIMUM FLOOR AREA RATIO PER LOT: 0.0

MINIMUM LOT AREA: 7,000 SF

MAXIMUM BUILDING HEIGHT: N/A

MINIMUM OFF-STREET PARKING: AS REQUIRED BY THE CITY OF BROKEN ARROW ZONING CODE FOR EACH USE. CROSS ACCESS AND PARKING SHALL BE PERMITTED BETWEEN ALL LOTS WITHIN THE PUD.

MINIMUM PARKING SETBACK REQUIREMENTS:

FROM WEST KENOSHA STREET RIGHT-OF-WAY: 10 FT

FROM INTERNAL LOT LINE: 0 FT

MINIMUM LANDSCAPE REQUIREMENT: LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 5.2 OF THE ZONING ORDINANCE.

ALL DEVELOPMENT AREA STANDARDS:

SIGNAGE:

SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE EXCEPT AS DESCRIBED AS FOLLOWS:

1. DEVELOPMENT AREA "A":

DENTAL DEPOT UTILIZES VERY UNIQUE SIGNAGE WHICH IS CLOSELY ASSOCIATED WITH THE ARCHITECTURE AND THEME OF THE BUILDING. ONE FREESTANDING SIGN IS PROPOSED WHICH WILL BE LOCATED ON THE "WATER TOWER" ELEMENT OF THE BUILDING. SIGNAGE AREA ON THE TOWER SHALL BE AS NOTED ON EXHIBIT H. DIRECTIONAL SIGNS SHALL ALSO BE PERMITTED IN ADDITION TO THE FREE STANDING SIGN. WALL SIGNAGE SHALL BE IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE AS PERMITTED IN THE CN ZONED DISTRICT.

2. DEVELOPMENT AREA "B":

ONE FREESTANDING SIGN SHALL BE ALLOWED IN DEVELOPMENT AREA "B" AND SHALL BE LIMITED TO A MAXIMUM HEIGHT OF 20 FEET AND A MAXIMUM OF 300 SQUARE FEET WITH A MONUMENT TYPE BASE. THE BASE OF THE SIGN SHALL BE OF THE SAME MATERIAL AS THE PRINCIPAL BUILDING OF THE LOT. DIRECTIONAL SIGNS SHALL ALSO BE PERMITTED IN ADDITION TO THE FREE STANDING SIGN. WALL SIGNAGE SHALL BE IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE AS PERMITTED IN THE CN ZONED DISTRICT.

3. DEVELOPMENT AREA "C":

NO SIGNAGE SHALL BE PERMITTED IN DEVELOPMENT AREA "C".

WHILE THERE ARE OFF-PREMISE ADVERTISING SIGNS WITHIN 1,500 FEET OF THIS PROPERTY, EACH LOT WITHIN DEVELOPMENT AREAS "A" AND "B" SHALL BE ALLOWED ONE FREE-STANDING SIGN.

PARKING LOT LIGHTING:

EXTERIOR LIGHTING SHALL BE IN CONFORMANCE WITH SECTION 5.6 OF THE ZONING ORDINANCE EXCEPT THAT LIGHT POLES SHALL BE LIMITED TO 20 FEET IN HEIGHT AND A PHOTOMETRIC SHALL BE SUBMITTED THAT SHOWS THE FOOT CANDLES AT THE PROPERTY LINE ALONG NORTH ASPEN AVENUE AND WEST KENOSHA STREET TO BE 0.2, OR LESS.

BUILDING FACADES:

THE SOUTH AND WEST FACADES OF ALL BUILDINGS IN DEVELOPMENT AREA "A" SHALL MEET THE MASONRY REQUIREMENTS OF SECTION 5.8.G OF THE ZONING ORDINANCE.

DENTAL DEPOT MAKES USE OF A VERY SPECIFIC ARCHITECTURE AND BUILDING MATERIALS WHICH REPLICATES AN OLD TIME TRAIN DEPOT, WHILE THE BUILDING HAS THE LOOK OF BRICK WAINSCOT WITH LAP BOARD SIDING, THE LAP BOARD SIDING IS MADE FROM "CEMENTIOUS FIBER BOARD" WHICH IS A FORM OF MASONRY, AND IS ALLOWED WITH THIS PUD.

SCREENING:

ALTHOUGH THE SUBJECT TRACT DOES NOT ABUT A RESIDENTIAL DEVELOPMENT, THE RAILROAD RIGHT-OF-WAY IS CURRENTLY ZONED R-1. NO SCREENING SHALL BE REQUIRED BETWEEN DEVELOPMENT AREAS "A" AND "B" AND THE RAILROAD TRACK.

TRASH ENCLOSURES:

ALL TRASH ENCLOSURES SHALL BE GATED AND SCREENED IN ORDER TO PROHIBIT LOOSE TRASH FROM LEAVING THE ENCLOSED AREA. DEVELOPMENT AREA "A" SHALL USE MATERIALS AND THEME CONSISTENT WITH A TRAIN DEPOT FOR THEIR ENCLOSURE. ANY LOOSE TRASH SHALL BE COLLECTED BY THE LOT OWNER IMMEDIATELY AND PLACED IN THE PROPER TRASH RECEPTACLE. DEVELOPMENT AREA "B" SHALL UTILIZE MATERIAL FOR THE ENCLOSURE THAT SHALL BE APPROVED DURING THE SITE PLAN REVIEW.

ACCESS:

MUTUAL ACCESS AND CROSS PARKING SHALL BE ALLOWED FOR ALL LOTS WITHIN THE PUD AND THE ADJACENT PROPERTY TO THE WEST. ALL ACCESS POINTS SHALL BE IN COMPLIANCE WITH THE ZONING ORDINANCE.

SECTION III. TERM, AMENDMENT AND ENFORCEMENT

A. THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS AND RESTRICTIONS 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 WITH RESPECT TO SUCH COVENANTS ONLY, AND BY THE CITY OF BROKEN ARROW, UNTIL JANUARY 1, 2038, AT WHICH TIME SUCH COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED AND REMAIN SIMILARLY ENFORCEABLE FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS BY A MAJORITY VOTE OF THE THEN OWNERS OF THE LAND WITHIN THE ADDITION IT IS AGREED, WITH APPROVAL OF THE CITY OF BROKEN ARROW, TO TERMINATE SUCH COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART. PROVIDED, HOWEVER, SUCH COVENANTS AND RESTRICTIONS MAY BE AMENDED OR MODIFIED AT ANY TIME BY A MAJORITY VOTE OF THE THEN OWNERS OF THE LAND WITHIN THE ADDITION WITH THE APPROVAL OF THE CITY OF BROKEN ARROW.

B. IN THE EVENT THE UNDERSIGNED OWNER OR ANY OF ITS SUCCESSORS, GRANTEES, OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, ANY PERSON OR PERSONS OWNING AN INTEREST WITHIN THE ADDITION, THE BENEFICIARIES OF THE COVENANTS AS SET FORTH WITH RESPECT TO SUCH COVENANTS ONLY, OR THE CITY OF BROKEN ARROW, SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATION THEREOF. INVALIDATION OF ANY OF THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN BY JUDGMENT OR OTHER ACTION SHALL NOT AFFECT THE VALIDITY OF ANY OTHER COVENANT OR RESTRICTION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, QUANDARY PEAK, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS 17th DAY OF MARCH, 2014.

QUANDARY PEAK, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY,
BY: Glenn Ashmore
GLENN ASHMORE, MANAGER

STATE OF OKLAHOMA)

) SS

COUNTY OF OKLAHOMA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 17th DAY OF MARCH, 2014, BY GLENN ASHMORE, AS MANAGER OF QUANDARY PEAK, LLC.

12-21-14
MY COMMISSION EXPIRES:

Sandy Pembroke
NOTARY

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "DENTAL DEPOT BROKEN ARROW", AN ADDITION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 16 DAY OF MAY, 2014

BY: Dan E. Tanner
DAN E. TANNER
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)

) SS

COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS 10th DAY OF MARCH, 2014, BY DAN E. TANNER, AS A REGISTERED PROFESSIONAL LAND SURVEYOR.

MARCH 8, 2016
MY COMMISSION EXPIRES:

Jennifer Miller
JENNIFER MILLER, NOTARY

Dental Depot Broken Arrow

SHEET 2 OF 2

CASE NUMBER: PT13-109

DETENTION DETERMINATION NUMBER: DD110613-20

DATE OF PREPARATION: MARCH 10, 2014