

Draft Final Plat

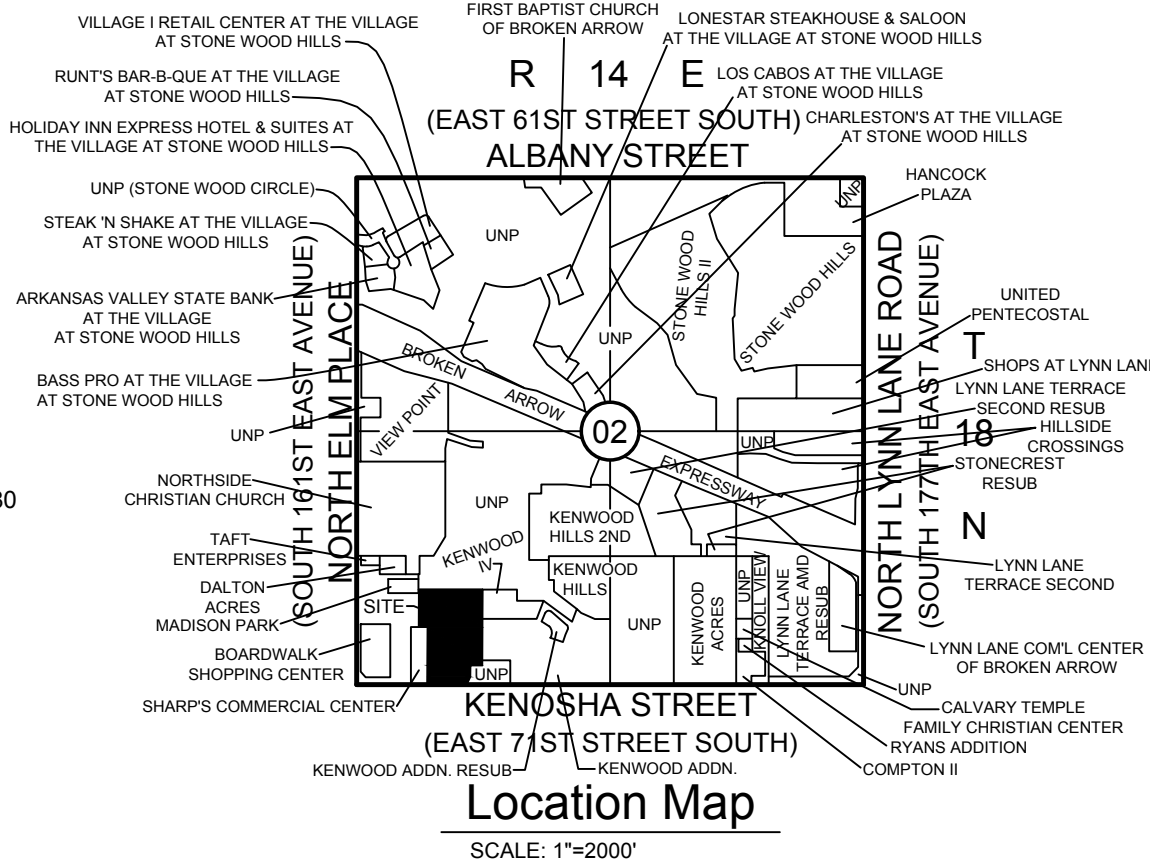
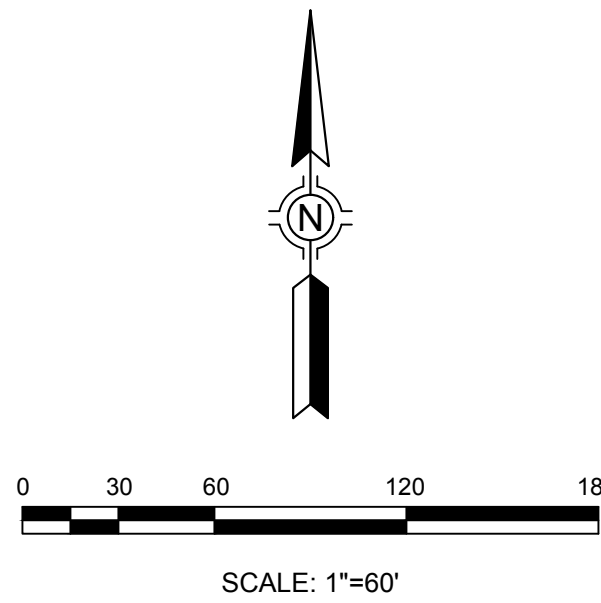
North Rose Business Park

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
B/L = 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.

Draft Final Plat
North Rose Business Park
Sheet 1 of 3
Date Prepared: August 18, 2018

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

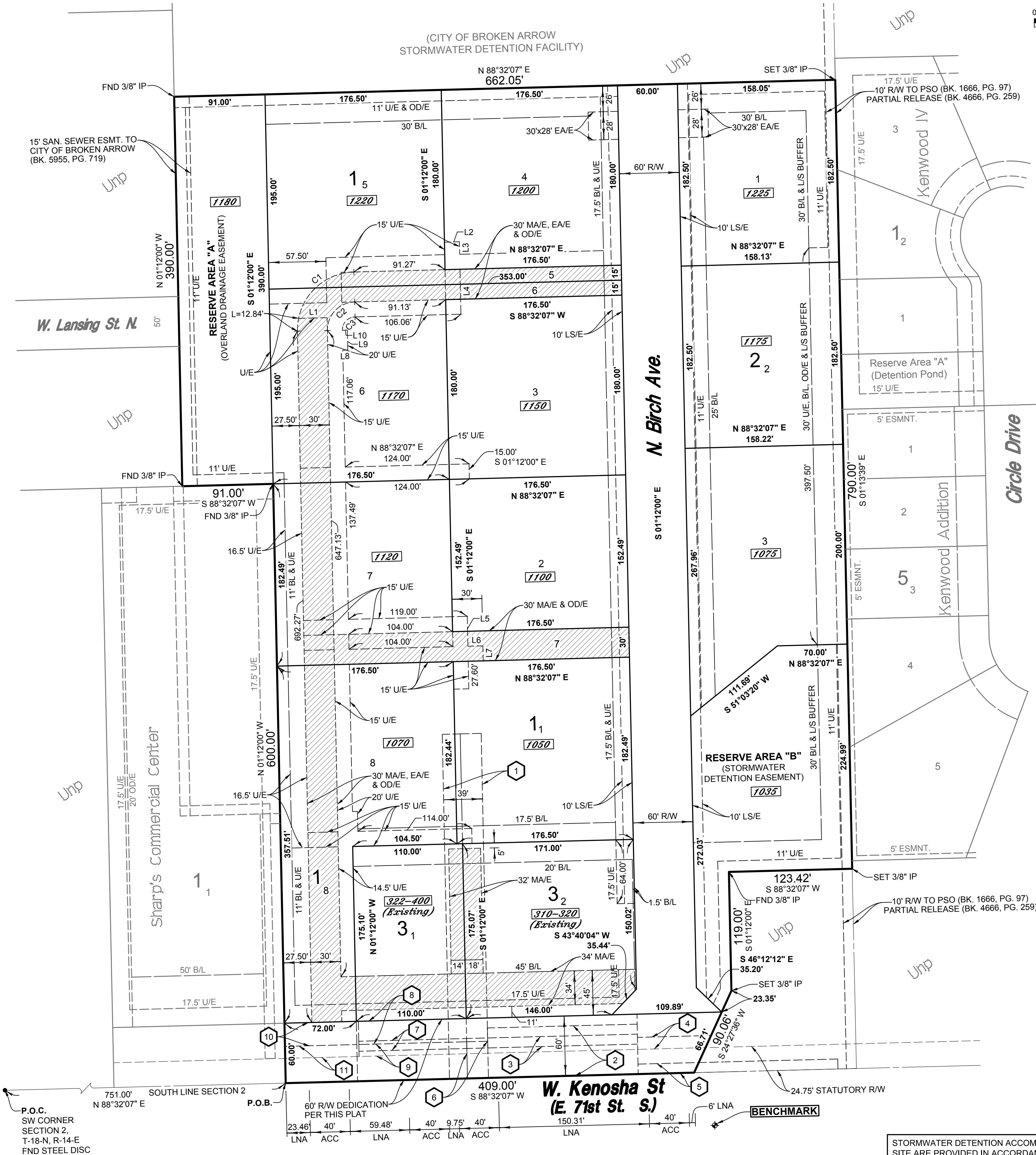
LINE #	LENGTH	BEARING
L1	28.58	S 88°32'07" W
L2	15.00	N 88°32'07" E
L3	12.50	S 01°12'00" E
L4	45.00	S 01°12'00" E
L5	30.00	S 01°12'00" E
L6	15.00	N 88°32'07" E
L7	15.00	S 01°12'00" E
L8	5.00	N 88°48'00" E
L9	20.00	N 01°12'00" W
L10	5.00	S 88°48'00" W

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

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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 "UE" 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
- 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