



March 8, 1988

Mr. Robert Gardner
1323 East 71st Street
Tulsa, Oklahoma 74136

RE: BAL #597

Dear Robert:

The Broken Arrow Planning Commission, in their meeting of February 25, 1988, conditionally approved BAL #597, as recommended by our Staff. The Commission approved this request subject to the condition that no additional curb cuts be granted within the shopping center, particularly the north resulting lot. This is in conjunction with previous site plan and Board of Adjustment approvals.

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

Sincerely,

Farhad K. Daroga
Farhad K. Daroga
City Planner

FKD:lcf

cc: Jim Whitlock
Allen Stanton
Les Hauger



BROKEN ARROW PLANNING COMMISSION

COMMISSION AGENDA ITEM NO. 8

TO: PLANNING COMMISSION
CHAIRMAN & MEMBERS

COMMISSION MEETING OF 2.25.88

FROM: Farhad Daroga
SUBJECT: BAL #597

PURPOSE: Applicant: Robert Gardner, Frates Corp.,
for Aspen Square Associates
Address/Location: Northeast corner of Washington/91st
and Aspen/145th, Aspen Square
Size of Tract: Parcel A-72, 211.01 sq. ft.
Parcel B-34, 945.60 sq. ft.
Parcel C-77, 030.40 sq. ft.
Parcel D-95, 925.28 sq. ft.
Present Zoning and Use: C-3, Shopping Center

BACKGROUND:

The Aspen Square Shopping Center was developed in 1982 on the northeast corner of Aspen/145th and Washington/91st Street. The Aspen Discount grocery store was under separate ownership and therefore a lot split was approved in November, 1981 (BAL #350). In that lot split, a separate lot was also created for another store site immediately south of the grocery store (MED-X) which did not materialize.

Because of property ownerships changing in the past several years and due to some incorrect legal descriptions, a new lot split application is being proposed. This will result in 5 separate lots in the entire shopping center (not counting Texaco lot).

Parcel A, or Lot 1, is a 132.49-foot frontage lot on Aspen immediately north of the grocery store. The grocery store is owned by Scrivners and is under separate ownership.

Parcel B and C are to the south of the grocery store. Tract C has frontage on Washington Street only and Parcel B has a 104.9-foot frontage on Aspen.

The submitted legal descriptions for each of these tracts are slightly different than the previous lot split (BAL #350). This is to correct some errors created earlier.

In approving this lot split, another independent parcel will be created at the very north portion of this shopping center. This tract will have 176-foot frontage along Aspen. This tract does not have any curb cuts permitted under the approved site plan.

COMMISSION
ACTION:

APPROVAL:



APPROVAL W/MODIFICATION:



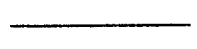
DENIED:



TABLED:



VOTE:



RECOMMENDATION:

Staff can recommend conditional approval of the requested lot split with the condition that the northernmost resulting lot, which has 176-foot frontage on Aspen, not be granted a separate curb cut. This issue was discussed about a year ago when the Board of Adjustment approved a use variance to permit a Sonic Drive-In restaurant on that site. The Board approved the use variance with the condition that no additional curb cuts be granted on this lot. Though the Sonic Drive-In has not been constructed on this site, a time limit for that use variance was not specified by the Board.

During the site plan approval of this shopping center, one additional curb cut was permitted on Aspen. And some adjustments were made from the platted requirements to shift the curb cuts, which has left the north 176' lot without a curb cut of its own. However, the ownership is different for that lot and development plans may change for that site (as compared to original site plan). Therefore, a common access agreement should be completed and filed between the different properties so as not to land-lock the north parcel.

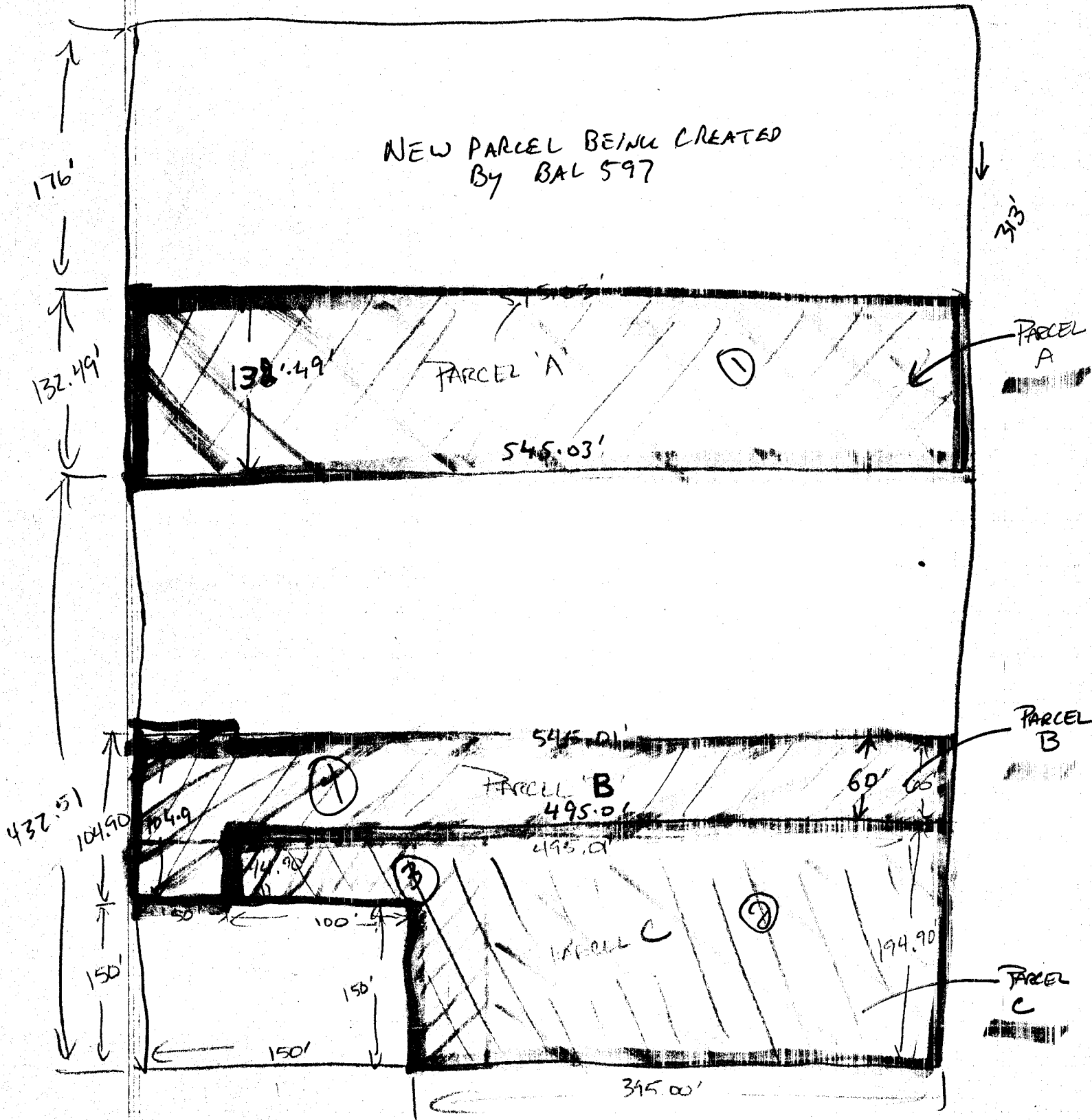
In short, staff can recommend approval of the requested lot split application with the condition of not creating additional curb cuts for any portion of the shopping center and securing a common access agreement between all lots.

SUGGESTED MOTION:

Move to approve BAL #597 as suggested by staff.

LOTS 1 & 2,
BLOCK 1, 1DC
CENTER II

W $\frac{N}{S}$ E



BAL 597 - FEB. 25, 1988

THESE ARE CORRECT LOT SPLITS.
CORRECTING OLD LOT SPLIT ACTIONS
+ CREATING PARCEL A.

NEW

CORRECTED
LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Fracorp Inc., an Oklahoma corporation (formerly The Frates Company, a Delaware corporation), party of the first part, in consideration of the sum of Ten Dollars in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Aspen Square Associates, Ltd., an Oklahoma limited partnership, party of the second part, the following described real property and premises situated in Tulsa County, State of Oklahoma, to-wit:

PARCEL A

Part of Lot 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof, located in the SW/4 of the SW/4 of Section 15, Township 18 North, Range 14 East, Tulsa County, Oklahoma, described as follows:

Commencing at the Southwest corner of Lot 1, Block 1, I.D.C. CENTER II; thence N 0°00'12" W along the West line of said Lots 1 Lot 2, a distance of 432.51 feet to the POINT OF BEGINNING; thence N 0°00'12" W along the West line of said Lot 2, a distance of 132.49 feet to a point, said point being 176 feet South of the Northwest corner of said Lot 2; thence due East a distance of 545.03 feet to a point on the East line of said Lot 2, 176 feet South of the Northeast corner thereof; thence due South along the East line of said Lot 2, a distance of 132.49 feet to a point which is 432.51 feet North of the Southeast corner of said Lot 2; thence due West a distance of 545.03 feet to the POINT OF BEGINNING.

PARCEL B

Part of Lot 1 and 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof, located in the SW/4 of the SW/4 of Section 15, Township 18 North, Range 14 East, Tulsa County, Oklahoma, described as follows:

Commencing at the Southwest corner of Lot 1, Block 1, I.D.C. CENTER II; thence N 0°00'12" W along the West line of said Lot 1, a distance of 150 feet to the POINT OF BEGINNING; thence N 0°00'12" W along the West line of said Lots 1 and 2, a distance of 104.90 feet; thence due East a distance of 545.01 feet to a point on the East line of said Lot 2; thence due South along the East line of said Lot 2, a distance of 60 feet to a point which is 194.90 feet North of the Southeast corner of said Lot 2; thence due West a distance of 495.01 feet thence S 0°00'12" E a distance of 44.90 feet; thence due West a distance of 50 feet to the POINT OF BEGINNING.

PARCEL C

Part of Lots 1 and 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof, located in the SW/4 of the SW/4 of Section 15, Township 18 North, Range 14 East, Tulsa County, Oklahoma, described as follows:

CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS LOT SPLIT WAS APPROVED BY THE
BROKEN ARROW PLANNING COMMISSION ON 2.25.88
BAL # 5797
BY Jim Whitlock, Secretary

2/29/88 orig returned to R. Gardner

Commencing at the Southwest corner of Lot 1, Block 1, I.D.C. CENTER II; thence due East along the South line of said Lot 1, a distance of 150 feet to the POINT OF BEGINNING; thence N 0°00'12" W, parallel to and 150 feet perpendicularly distant from the West line of said Lot 1, a distance of 150 feet; thence due West, parallel to and 150 feet perpendicularly distant from the South line of said Lot 1, a distance of 100 feet; thence N 0°00'12" W a distance of 44.90 feet; thence due East a distance of 495.01 feet to a point on the East line of Lot 2, Block 1, I.D.C. CENTER II; thence due South along the East line of said Lot 2, a distance of 194.90 feet to the Southeast corner of said Lot 2; thence due West along the South line of said Lots 1 and 2, a distance of 395 feet to the POINT OF BEGINNING.

CERTIFICATE OF APPROVAL
 I HEREBY CERTIFY THAT THIS LOT SPLIT WAS APPROVED BY THE
 BROKEN ARROW PLANNING COMMISSION ON 2-25-88
 BAL # 577
 BY John D. Hittack, Secretary (s)

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature made or suffered to be made by the party of the first part or persons claiming by, through, or under said party of the first part.

To have and to hold said described premises unto the said party of the second part, its successors and assigns forever.

This Corrected Limited Warranty Deed is made to correct the legal description on an earlier deed from The Frates Company to Aspen Square Associates, Ltd. recorded in Book 4615 at Page 351.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name by its _____ president, and the corporate seal to be affixed, attested by its _____ secretary at Tulsa, Oklahoma, the _____ day of February, 1988.

FRACORP, INC., an Oklahoma corporation (formerly The Frates Company, a Delaware corporation)

[SEAL]

ATTEST:

By: _____

Title: _____

_____, Secretary

STATE OF OKLAHOMA)
) SS.
 COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of February, 1988, personally appeared _____, to me known to be the identical person who subscribed the name of Fracorp, Inc. to the foregoing Corrected Limited Warranty Deed as its _____, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

 Notary Public

My commission expires:

 [NOTARIAL SEAL]

SURVEYOR'S CERTIFICATE

The undersigned, being a licensed surveyor within the State of Oklahoma, having reviewed the documents and descriptions referenced herein, hereby certifies as follows:

That the parcel of property described in the following General Warranty Deeds:

(a) Warranty Deed from Fracorp, Inc. to Aspen Square Associates, Ltd., dated May 24, 1982 and filed in Book 4651 at Page 351 in the land records of Tulsa County, Oklahoma, and

(b) General Warranty Deed from Scrivner, Inc. to Aspen Square Associates, Ltd., dated April 29, 1983 and filed in Book 4714 at Page 794 in the land records of Tulsa County, Oklahoma,

Less the property described in that General Warranty Deed from Aspen Square Associates, Ltd. to Scrivner, Inc., dated April 25, 1983 and filed in Book 4714 at Page 796 in the land records of Tulsa County, Oklahoma,

Is the same parcel of property described in the form of that certain Corrected Limited Warranty Deed from Aspen Square Associates to Utica National Bank, a copy of which is attached hereto and marked Exhibit "A".

Dated and certified to this 25TH day of February, 1988.



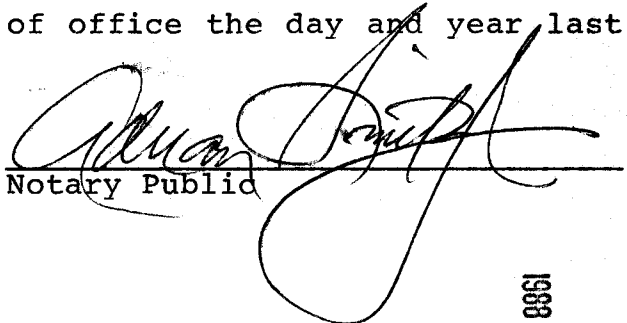
STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

Before me, the undersigned Notary Public in and for said County and State, on this 25th day of February, 1988, personally appeared Philip G. Smith, to me known to be the identical person who executed the within and 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 my hand and seal of office the day and year last above written.

My commission expires:

March 21, 1988



Notary Public

5001 S. Fulton Ave

675252

74135
BOOK 5079 PAGE 804

ACCESS EASEMENT AGREEMENT

WHEREAS, ASPEN SQUARE ASSOCIATES, LTD., "Aspen Square", an Oklahoma Limited Partnership, whose managing General Partner is T.F.C. INVESTMENTS, LTD., an Oklahoma Limited Partnership, whose managing General Partner is FRACORP, INC., an Oklahoma Corporation, is the owner of the following described real estate, to-wit:

The South 132.49 feet of the North 308.49 feet of Lot 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; and

1000

WHEREAS, LESLIE S. HAUGER, JR., TRUSTEE OF IDC #10 DECLARATION OF TRUST DATED MARCH 1, 1983, "Trustee", is the owner of the following described adjoining real estate, to-wit:

The North 176 feet of Lot 2, Block 1, I.D.C. CENTER II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; and

WHEREAS, Aspen Square is willing to grant Trustee a perpetual right of way across its real estate;

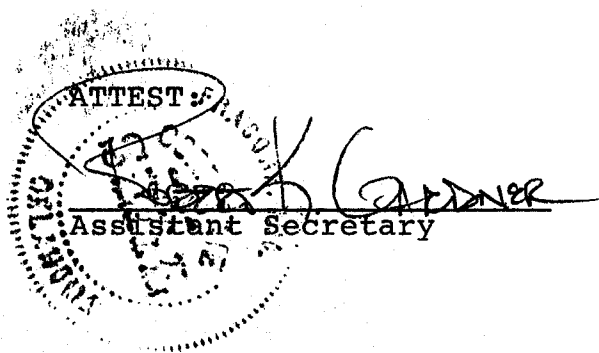
NOW, THEREFORE, for good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, Aspen Square hereby grants Trustee, his heirs, successors and assigns, an access and easement across the West 30 feet of the South 132.49 feet of the North 308.49 feet of Lot 2, Block 1, I.D.C. CENTER II, Broken Arrow, Tulsa County, Oklahoma for purposes of allowing Trustee, his heirs, successors, assigns, employees, licensees and invitees ingress, egress and other access to Trustee's land described as the North 176 feet of Lot 2, Block 1, I.D.C. CENTER II, Broken Arrow, Tulsa County, Oklahoma without impairment.

This easement and access agreement is superior and paramount to the rights of either of the Parties hereto in the respective servient estate so created, and the Parties further agree that it is a covenant that shall run with the land.

EXECUTED this 4th day of February, 1988.

ASPEN SQUARE ASSOCIATES, LTD.
By: T.F.C. Investments, Ltd.
By: Fracorp, Inc.

By Jack R. McDonald
Sr. Vice President

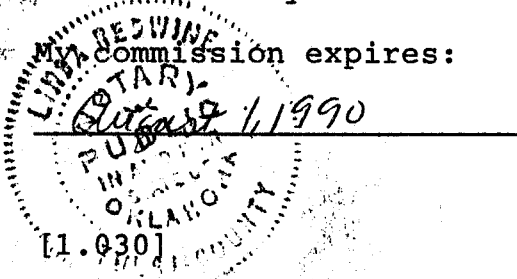


STATE OF OKLAHOMA)
) ss
 COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of February, 1988, personally appeared Jack K. McDonald to me known to be the identical person who subscribed the name of the above named Fracorp, Inc. to the within and foregoing instrument as its Vice President, and as the managing general partner of T.F.C. Investments, Ltd., an Oklahoma Limited Partnership, which is the Managing General Partner of Aspen Square Associates, Ltd., an Oklahoma Limited Partnership, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation and for such Limited Partnerships, for the uses and purposes set forth therein. 10th

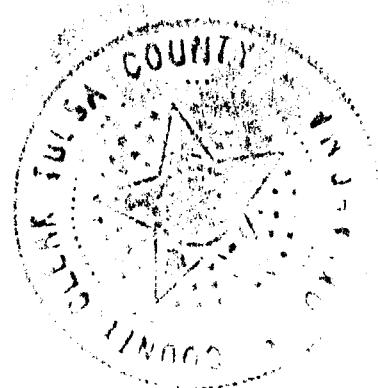
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my Notarial seal the date first above written.

My commission expires:



Linda Redwine
 Notary Public

STATE OF OKLAHOMA
 TULSA COUNTY
 FILED OR RECORDED
 88 FEB -9 AM 10:00
 JOAN HARRIS
 TULSA COUNTY CLERK



Warranty Deed

OKLAHOMA STATUTORY FORM

BOOK 4871 PAGE 1327

STATE OF OKLAHOMA
(FILING) TULSA COUNTY
FILED OR RECORDED

1985 JUN 21 PM 4: 17

JOAN HASTINGS
TULSA COUNTY CLERK

THIS INDENTURE, made this 15th day of June, A.D. 1985,
between REALVEST, INC., an Oklahoma corporation, formerly,
and successor to THE FRATES COMPANY, a Delaware corporation,
and FRACORP, INC., an Oklahoma corporation,
of Tulsa County, in the State of Oklahoma,
party of the first part, and LESLIE S. HAUGER, JR., TRUSTEE OF
IDC #10 DECLARATION OF TRUST DATED MARCH 1, 1983,

....., party of the second part.
WITNESSETH, That in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other
good and valuable consideration, DOLLARS, the receipt
of which is hereby acknowledged, said part Y of the first part do es, by these presents, grant, bargain, sell and convey unto
said part Y of the second part, its heirs and assigns, all of the following described real estate, situated
in the County of Tulsa, State of Oklahoma, to-wit:

Lot Two (2), Block One (1), I.D.C. CENTER II, an
Addition to the City of Broken Arrow, Tulsa
County, State of Oklahoma, according to the
recorded plat thereof, less and except the South
565 feet of said Lot 2, Block 1, I.D.C. CENTER II,
an Addition to the City of Broken Arrow, Tulsa
County, Oklahoma.

CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS LOT SPLIT WAS APPROVED BY THE
BROKEN ARROW PLANNING COMMISSION ON 2.25.88
BAL. # 597
BY Jim Whitlock, Secretary

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances
thereto belonging or in any wise appertaining forever.

And said party of the first part
its heirs, executors or administrators do es hereby covenant, promise and agree to and with said part Y of the second
part, at the delivery of these presents that it is lawfully seized in its own right of an absolute and
indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the
appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles,
charges, estates, judgments, taxes, assessments and encumbrances of whatever nature and Kind, EXCEPT, easements
and building restrictions of records,

..... and that the party of the first part will
WARRANT AND FOREVER DEFEND the same unto the said part Y of the second part, its heirs and assigns, against
said party of the first part, it heirs or assigns and all and every person or persons whomsoever, lawfully claiming or
to claim the same.

IN WITNESS WHEREOF, the said part Y of the first part ha S hereunto set its hand the day and year
first above written.

Attest: Thomas J. Todd
Assistant Secretary

REALVEST, INC.

TJT Senior Vice President
(INDIVIDUAL)
OKLAHOMA ACKNOWLEDGMENT

(OVER FOR
CORPORATE
ACKNOWLEDGEMENT)

STATE OF OKLAHOMA,
County of } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this
....., A.D., 19....., personally appeared.....

to me known to be the identical person..... who executed the within and foregoing instrument and acknowledged to me that
..... executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Notary Public

STATE OF OKLAHOMA,
County of Tulsa } SS.

(CORPORATION)
OKLAHOMA ACKNOWLEDGMENT

On this 15th day of June, A.D., 1987, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared Jack E. McDonald

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as it Senior Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires

January 27, 1987

Janice K. Somers

Notary Public.

Warranty Deed

FROM

TO

Guaranty Abstract Company

320 So. Boulder Phone 587-6621

Tulsa, Oklahoma

Return to

NOTE - With reference to Oklahoma lands, when this instrument is executed by a person who cannot write his name he shall execute the same by his mark, and his name shall be written near such mark by one of two persons who saw such mark made, who shall write their names on such instrument as witnesses.

FORM OF ACKNOWLEDGMENT WHERE GRANTOR SIGNS BY MARK

STATE OF OKLAHOMA,

County of _____ } SS.

On this _____ day of _____, A.D., 19____, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared _____

and _____ to me known to be the identical person who executed the within and foregoing instrument by _____ mark in my presence and in the presence of _____

and _____, as witnesses, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____

Notary Public