

OWNER / DEVELOPER
BC Land Holding Company, LLC
an Oklahoma Limited Liability Company
12150 East 96th Street North, Suite 202
Owasso, Oklahoma 74055
918.376.6536

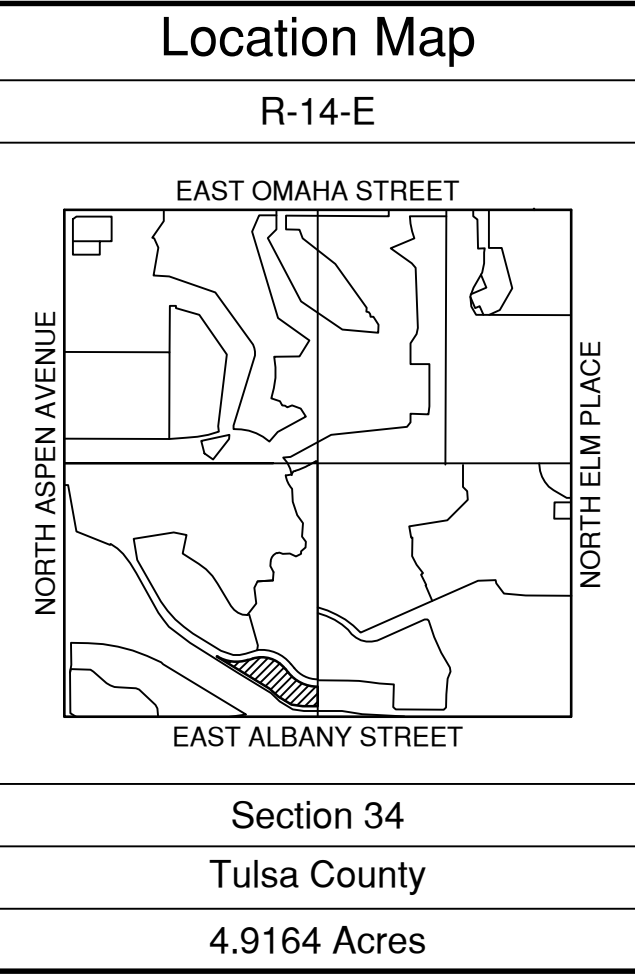
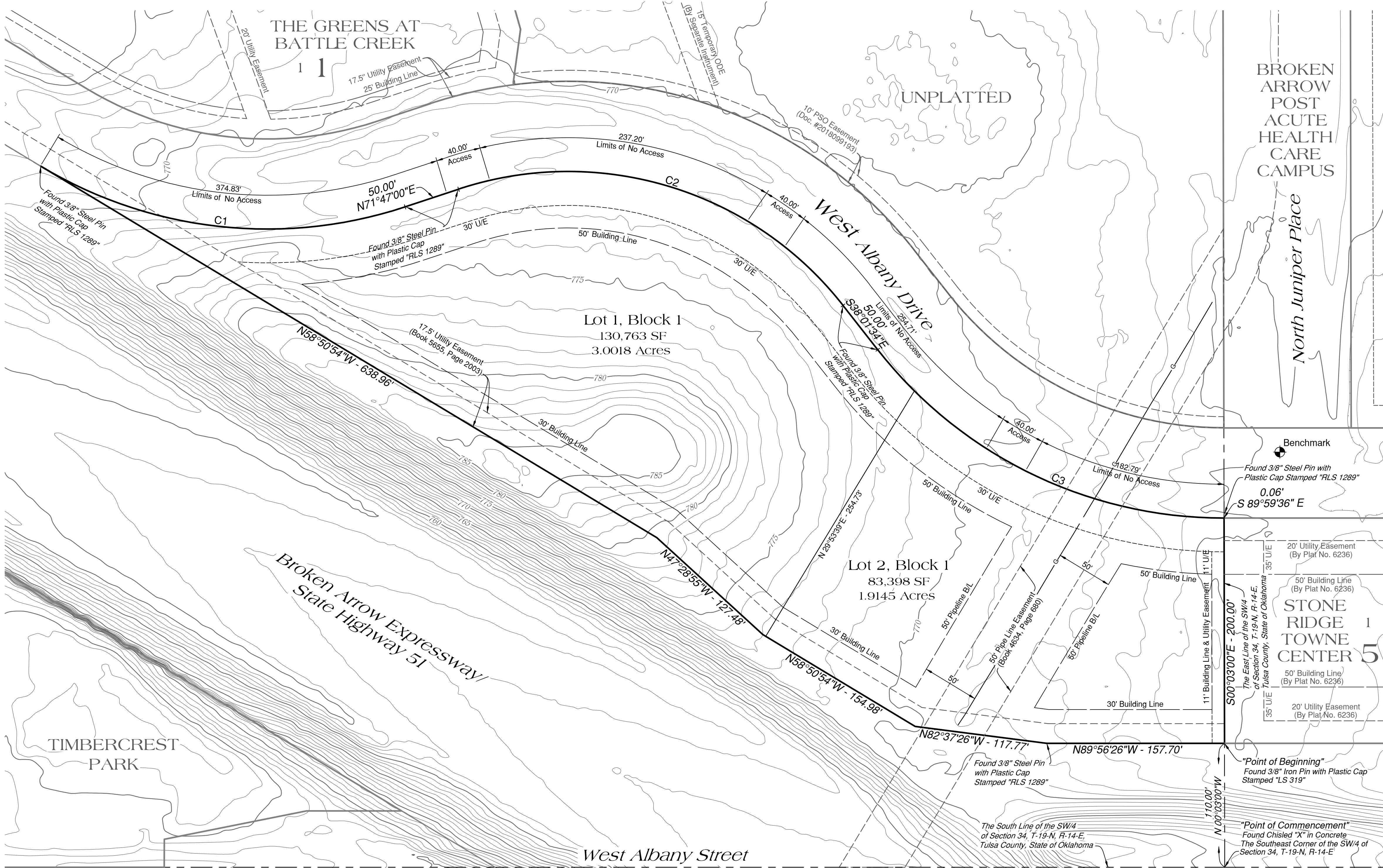
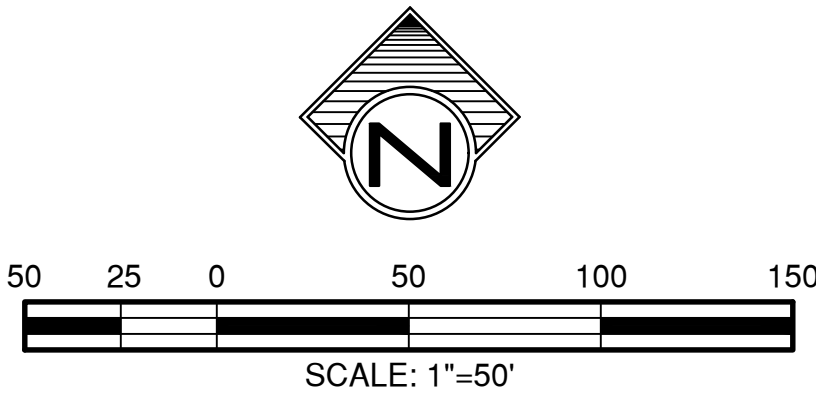
Preliminary Plat
PUD 94-X

Battle Creek Commercial Center

ENGINEER / SURVEYOR
Tulsa Engineering &
Planning Associates, Inc.
an Oklahoma corporation
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2021

A subdivision in the City of Broken Arrow, being a part of the SE/4 SW/4 of Section 34,
Township 19 North, Range 14 East, Tulsa County, State of Oklahoma



Legend
U/E = Utility Easement ODE = Overland Drainage Easement

Monument Notes
A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.
A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.

Basis of Bearings
The non-astronomic bearings for this plat are based on an assumed bearing of S 00°03'00"E along the East line of the SW/4 of Section 34, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

Benchmark
Chiseled on top of curb at the west northwest curb return at the intersection of Albany Drive and Juniper Place.
Elevation = 764.67 NAVD 1988

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

Stormwater Detention
Stormwater detention accommodations for this plat are provided in accordance with Detention Determination No. DD-012120-03. Stormwater detention for this plat will be provided adjacent to the site.

Notes
1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.
3. All buildings will require a backwater or backflow preventer for all sanitary sewer connections.

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	49°22'06"	390.00'	336.04'	S 83°31'57"E	325.74'
C2	70°11'28"	310.00'	379.77'	S 73°07'17"E	356.46'
C3	51°58'02"	390.00'	353.73'	S 64°00'35"E	341.73'

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

Mayor

Attest: City Clerk

Battle Creek Commercial Center
Date of Preparation: March 22, 2021
Sheet 1 of 2

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
BATTLE CREEK COMMERCIAL
CENTER
PUD 94X

KNOW ALL MEN BY THESE PRESENTS:

THAT BC Land Holding Company, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as the "Owner/Developer" is the owner of the following described real estate situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, to wit:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section Thirty-four (34) in Township Nineteen (19) North and Range Fourteen (14) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Tulsa County, State of Oklahoma, being more particularly described as follows:

Commencing at the SE corner of the SW/4 of Sec. 34, T-19-N, R-14-E, I.B.&M.; Thence N 00°03'00"W along the east line of said SW/4 a distance of 110.00 feet to the Point of Beginning being on the present highway right-of-way;

Thence N 89°56'26"W along said present highway right-of-way (until otherwise noted) a distance of 157.70 feet; Thence N 82°37'26"W a distance of 117.77 feet;

Thence N 58°50'54"W a distance of 157.98 feet; Thence N 47°28'55" W a distance of 127.48 feet;

Thence N 58°50'54"W a distance of 638.96 feet;

Thence leaving said present highway right-of-way and along the present right-of-way of West Albany Drive (until otherwise noted) being on a curve to the left having a radius of 390.00 feet, with a central angle of 49°22'06" , a chord bearing of S 83°31'57" E , a chord length of 325.74 feet, for a distance of 336.04 feet;

Thence N 71°47'00" E a distance of 50.00 feet;

Thence along a curve to the right having a radius of 310.00 feet, with a central angle of 70°11'26" , a chord bearing of S 73°07'17" E , a chord length of 356.46 feet, for a distance of 379.77 feet;

Thence S 38°01'34" E a distance of 50.00 feet;

Thence along a curve to the left having a radius of 390.00 feet, with a central angle of 51°58'02" , a chord bearing of S 64°00'35"E, a chord length of 341.73 feet, for a distance of 353.73 feet;

Thence S 89°59'36" E a distance of 0.06 feet to the east line of said SW/4;

Thence leaving said present right-of-way of West Albany Drive S 01°25'25" E a distance of 200.00 feet to the Point of Beginning.

Said tract contains 214,160 square feet, or 4.916 acres, more or less.

The non-astronomic bearings for said tract are based on an assumed bearing of N 00°03'00"W along the east line of the SW/4 of Section Thirty-four (34), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

Owner/Developer has caused the above described lands to be surveyed, staked, platted and subdivided into two (2) lots and one (1) block in conformity with the accompanying plat, and has designated the subdivision as "BATTLE CREEK COMMERCIAL CENTER", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION I. EASEMENTS AND UTILITIES

1.1 General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and 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/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer 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 and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

- 1.2.1 Street light poles or standards shall be served by underground cable. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the street as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easerment ways. The owner does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.
- 1.2.2 All supply lines in the subdivision including telephone, cable television and gas lines shall be located underground in the easements reserved for general utility

services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

- 1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.
- 1.2.4 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 their 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.
- 1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground electric facilities located on their 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 such owner or their agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water and Sewer Service

- 1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on their lot.
- 1.3.2 Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.
- 1.3.3 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, their agents or contractors.
- 1.3.4 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 this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
- 1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. The lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

1.5 Paving and Landscaping Within Easements

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

1.6 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to West Albany Drive within the bounds designated as "Limits of No Access" (L.N.A.) on the 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 pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow, Oklahoma.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "BATTLE CREEK COMMERCIAL CENTER" was submitted as a planned unit development (entitled PUD 94X) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on March 2, 2021 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 94X was approved by the Broken Arrow Planning Commission on February 25, 2021 and approved by the City of Broken Arrow City Council, on March 2, 2021; and

WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring 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 Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure 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:

The development of "BATTLE CREEK COMMERCIAL CENTER" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on March 2, 2021, or as may be subsequently amended.

2.1 Development Standards - Lot 1/Block 1 (Commercial/Office):

- 2.1.1 Permitted Uses:
- Kennel and Animal Training School and uses permitted by Right or Specific Use Permit in the CG Zone District.
- 2.1.2 Land Area 3.0017 Acres
- 2.1.3 Maximum Floor Area 21,000 SF
- 2.1.4 Minimum Building Setbacks:
- from West Albany Street ROW 50 feet
- from Broken Arrow Expressway/ Hwy 51 ROW 30 feet
- from Internal Lot Lines 0 feet
- 2.1.5 Maximum Building Height 35 feet*
- * Architectural elements may exceed the maximum building height with Site Plan approval.
- 2.1.6 Minimum Open Space Area: 20.0 %
- 2.1.7 Minimum Off-Street Parking: To be provided in accordance with "Section 5.4 - Off Street Parking and Loading" of the City of Broken Arrow Zoning Ordinance, except that the parking ratio for Veterinary Clinic/Hospital, Kennel and Animal Training School will be 1 space/225 SF. A cross-parking agreement will be allowed between Lot 1/Block 1 and Lot 2/Block 2.

- 2.1.8 Landscaping: Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance, except that a 15' Landscaped Buffer shall be provided along West Albany Drive and a 20' Landscape Buffer shall be provided along the Broken Arrow Expressway and West Albany Street. Within the Landscape Buffer next to the southern boundary of Lot 1/Block 1, at least one tree shall be planted for every 25 lineal feet of landscape area of which at least 50% shall be evergreen. Within the Landscape Buffer next to West Albany Drive of Lot 1/Block 1, at least one tree shall be planted for every 30 lineal feet of landscape area of which at least 50% shall be evergreen. All trees shall be medium to large trees unless there are conflicts with overhead power lines. Trees may be grouped together or evenly spaced. Existing trees can be counted towards the required number of trees per Section 5.2.C.2.a. Tree locations will be shown on the formal Landscape Plan submittal and will indicate size, type and location of preserved and proposed trees.

Kennels will be screened from Albany Drive by existing and proposed trees and landscaping. Architectural metal fencing can be used to aid in the screening as well. Kennels will be screened from the Broken Arrow Expressway by the native topography/hillside, trees and a 6' opaque screening fence.

- 2.1.9 Signage: To be provided in accordance with "Section 5.7 - Signs" of the City of Broken Arrow Zoning Ordinance. Free-standing signs along West Albany Drive shall be monument signs not exceeding a height of 8 feet and a size of 96 SF. All signs shall have a monument base made of similar materials as the main structure/building on that lot. There will be a maximum of one pylon sign allowed on Lot 1/Block 1, and it shall be limited to 25 feet in height and a size of 300 SF.

- 3.1.10 Sidewalks: Sidewalks along West Albany Drive are to be 5 feet in width.

2.2 Development Standards - Lot 2/Block 1 (Commercial/Office):

- 2.2.1 Permitted Uses: Uses permitted by Right or Specific Use Permit in the CG Zone District
- 2.2.3 Land Area 1.9145 Acres
- 2.3.2 Maximum Floor Area 17,500 SF
- 2.2.5 Minimum Building Setbacks*:
- from West Albany Street ROW 50 feet
- from Broken Arrow Expressway/ Hwy 51 ROW 30 feet
- from Internal Lot Lines 0 feet
- from East Development Line 11 feet
- * Buildings will be setback 50 feet from any pipeline, per the City of Broken Arrow Subdivision Regulations.
- 2.2.6 Maximum Building Height 35 feet**
- ** Architectural elements may exceed the maximum building height with Site Plan approval.
- 2.2.7 Minimum Open Space Area: 20.0 %
- 2.2.8 Minimum Off-Street Parking: To be provided in accordance with "Section 5.4 - Off Street Parking and Loading" of the City of Broken Arrow Zoning Ordinance. A cross-parking agreement will be provided between Lots 1 and 2/Block 1.
- 2.2.9 Landscaping: Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance, except that a 15' Landscaped Buffer shall be provided along West Albany Drive and a 20' Landscape Buffer shall be provided along the Broken Arrow Expressway and West Albany Street. Within the Landscape Buffer next to the southern boundary of Lot 2/Block 1, at least one tree shall be planted for every 50 lineal feet of landscape area of which at least 50% shall be evergreen. Within the Landscape Buffer next to West Albany Drive of Lot 2/Block 1, at least one tree shall be planted for every 50 lineal feet of landscape area of which at least 50% shall be evergreen. All trees shall be medium to large trees unless there are conflicts with overhead power lines. Trees may be grouped together or evenly spaced. Existing trees can be counted towards the required number

of trees per Section 5.2.C.2.a. Tree locations will be shown on the formal Landscape Plan submittal and will indicate size, type and location of preserved and proposed trees.

- 2.2.10 Signage: To be provided in accordance with "Section 5.7 - Signs" of the City of Broken Arrow Zoning Ordinance. Free-standing signs along West Albany Drive shall be monument signs not exceeding a height of 8 feet and a size of 96 SF. All signs shall have a monument base made of similar materials as the main structure/building on that lot. There will be a maximum of one pylon sign allowed on Lot 2/Block 1, and it shall be limited to 25 feet in height and a size of 300 SF.

- 2.2.11 Sidewalks: Sidewalks along West Albany Drive are to be 5 feet in width.

2.3 Building Facades:

Lot 1/Block 1 - Building Facades will be in accordance with Section 5.8.G.1. of the Zoning Ordinance, except that the front vertical exteriors may include fiber cement panels; the side vertical exteriors may include fiber cement panels and stucco textured metal panels; and the rear vertical exteriors may include stucco textured metal panels or metal panels.

Lot 2/Block 1 - Building Facades will be in accordance with Section 5.8.G.1. of the Zoning Ordinance.

2.4 Highway Overlay District:

Lot 1/Block 1- Building Design will be in accordance with the Highway Design Overlay District standards in Section 5.8.1.4. of the Zoning Ordinance, except that the rear vertical exteriors for buildings shall be exempt from these requirements because the rear vertical exteriors will not be visible from the highway. Rear vertical exteriors for buildings on Lot 1/Block 1 may include stucco textured metal panels or metal panels.

Lot 2/Block 1 - Building Design will be in accordance with the Highway Design Overlay District standards in Section 5.8.1.4. of the Zoning Ordinance.

SECTION III.
ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

3.1 Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I. whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Broken Arrow, Oklahoma. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the City of Broken Arrow Zoning Code and shall inure to the benefit of the City of Broken Arrow, Oklahoma, and the owners of the land within "BATTLE CREEK COMMERCIAL CENTER". If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Broken Arrow, Oklahoma, or any owner of a part of the land within "BATTLE CREEK COMMERCIAL CENTER" 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 by an owner of a part of the land within "BATTLE CREEK COMMERCIAL CENTER" which action seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs and expenses incurred in such action.

3.2 Duration

These restrictions, 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.

3.3 Amendment

The covenants contained within Section I. 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 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 owner of the land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission, or its successors. 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.

3.4 Severability

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

IN WITNESS WHEREOF: BC Land Holding Company, L.L.C., and Oklahoma Limited Liability Company, has executed this instrument this _____ day of _____, 2021.

BC Land Holding Company, L.L.C.
an Oklahoma Limited Liability Company

David E. Charney, President
President, BC Land Holding Company, L.L.C.

State of Oklahoma)
) ss
County of Tulsa)

This instrument was acknowledged before me this _____ day of _____, 2021, by David E. Charney, President of BC Holding Company, L.L.C., an Oklahoma Limited Liability Company..

Notary Public
My commission No. is _____
My commission expires _____

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "BATTLE CREEK COMMERCIAL CENTER", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this _____ day of _____, 2021.

Bobby D. Long
Registered Professional Land Surveyor
Oklahoma No. 1886



State of Oklahoma)
) s.s.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this _____ day of _____, 2021, by Bobby D. Long.

Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2024

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

Mayor

Attest: City Clerk