

TULSA METROPOLITAN AREA PLANNING COMMISSION

For Meeting No. 2590

November 17, 2010, 1:30 PM

175 East 2nd Street, 2nd Level, One Technology Center

Tulsa City Council Chamber

CONSIDER, DISCUSS AND/OR TAKE ACTION ON

Call to Order:

REPORTS

Chairman's Report:

Worksession Report:

Director's Report:

1. Minutes of October 20, 2010 Meeting No. 2588

CONSENT AGENDA

All matters under "Consent" are considered by the Planning Commission to be routine and will be enacted by one motion. Any Planning Commission member may, however, remove an item by request.

2. **LS-20401**– Timothy W. Guinn (9113) Lot-Split (County)
West of the southwest corner of East 96th Street North and North Lewis Avenue
3. **LC-285**– Tanner Consulting, LLC (9329) Lot-Combo (CD-9)
South of the southwest corner of South Atlanta Avenue and East 41st Street South
4. **LC-286**– John Duvall (9213) Lot-Combo (CD-9)
South of the southwest corner of South Peoria Avenue and East 21st Street South
5. **LS-20398**– Kyle Smalygo (2406) Lot-Split (related to LC-287) (County)
West of the northwest corner of North 113th East Avenue and East 176th Street North
6. **LC-287**– Kyle Smalygo (2406) Lot-Combo (related to LS-20398) (County)
North of the northwest corner of North 113th East Avenue and East 176th Street North
7. **PUD-208 A** – Plat Waiver (CD 7)
Southeast corner of South Yale Avenue and East 71st Street South
8. **Amended Declaration of Covenants and Restrictions – PUD-208-A** (CD 7)
Southeast corner of South Yale Avenue and East 71st Street South

CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA

PUBLIC HEARINGS

9. **LS-20400** – Tulsa Engineering & Planning/Tim Terral (9319) Lot-Split/Waiver of Subdivision Regulations (CD-9)

South of the southeast corner of East 31st Street South and South Peoria Avenue (Staff requests continuance to December 7, 2010 for additional information and review of the request.)

OTHER BUSINESS

10. **Commissioners' Comments**

ADJOURN

CD = Council District

NOTICE: If you require special accommodation pursuant to the Americans with Disabilities Act, please notify INCOG (918) 584-7526

Exhibits, Petitions, Pictures, etc., presented to the Planning Commission may be received and deposited in case files to be maintained at Land Development Services, INCOG.

Ringling/sound on all cell phones and paggers must be turned off during the Planning Commission.

Visit our website @ www.tmapc.org

The Mission of the Tulsa Metropolitan Area Planning Commission (TMAPC) is to provide unbiased advice to the City Council and the County Commissioners on development and zoning matters, to provide a public forum that fosters public participation and transparency in land development and planning, to adopt and maintain a comprehensive plan for the metropolitan area, and to provide other planning, zoning and land division services that promote the harmonious development of the Tulsa Metropolitan Area and enhance and preserve the quality of life for the region's current and future residents.

TMAPC Mission Statement

A G E N D A

Tulsa Metropolitan Area Planning Commission

WORK SESSION

**175 East 2nd Street, 2nd Level, One Technology Center
Tulsa City Council Chamber**

Wednesday, November 17, 2010 – 1:45 p.m.*

(*Or immediately following adjournment of the TMAPC Meeting)

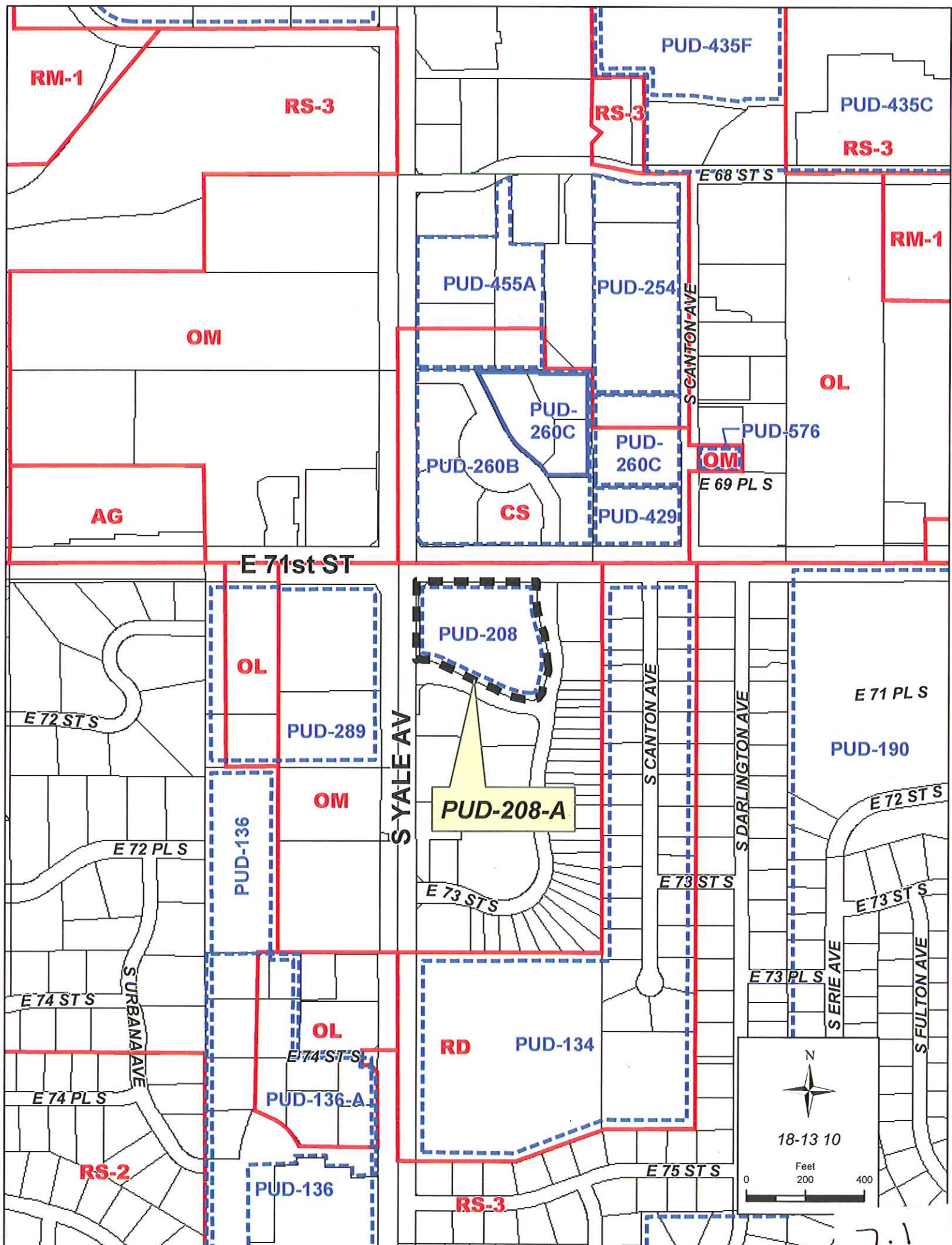
CONSIDER, DISCUSS AND/OR TAKE ACTION ON:

1. TMAPC Discussion on implementation of the new comprehensive plan, including but not limited to required parking in PUDs, mixed use allowing residential by right in OL, CS and IL districts, and sidewalk requirements.

Adjourn.

Visit our website at www.tmapc.org

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PLAT WAIVER

November 17, 2010

PUD 208 A – Southeast corner of South Yale Avenue and East 71st Street South

The platting requirement is being triggered by a major amendment for additional uses in a Planned Unit Development.

Staff provides the following information from TAC at their November 4, 2010 meeting:

ZONING:

- TMAPC Staff: The property was previously platted.

STREETS:

- No comment.

SEWER:

- No comment.

WATER:

- No comment.

STORM DRAIN:

- No comment.

FIRE:

- No comment.

UTILITIES:

- No comment.

Staff recommends **APPROVAL** of the plat waiver for the previously platted property.

A YES answer to the following 3 questions would generally be FAVORABLE to a plat waiver:

- | | Yes | NO |
|---|-----|----|
| 1. Has Property previously been platted? | X | |
| 2. Are there restrictive covenants contained in a previously filed plat? | X | |
| 3. Is property adequately described by surrounding platted properties or street right-of-way? | X | |

A YES answer to the remaining questions would generally NOT be favorable to a plat waiver:

	YES	NO
4. Is right-of-way dedication required to comply with Major Street and Highway Plan?		X
5. Would restrictive covenants be required to be filed by separate instrument if the plat were waived?		X*
6. Infrastructure requirements:		
a) Water		
i. Is a main line water extension required?		X
ii. Is an internal system or fire line required?		X
iii. Are additional easements required?		X
b) Sanitary Sewer		
i. Is a main line extension required?		X
ii. Is an internal system required?		X
iii. Are additional easements required?		X
c) Storm Sewer		
i. Is a P.F.P.I. required?		X
ii. Is an Overland Drainage Easement required?		X
iii. Is on site detention required?		X
iv. Are additional easements required?		X
7. Floodplain		
a) Does the property contain a City of Tulsa (Regulatory) Floodplain?		X
b) Does the property contain a F.E.M.A. (Federal) Floodplain?		X
8. Change of Access		
a) Are revisions to existing access locations necessary?		X
9. Is the property in a P.U.D.?	X	
a) If yes, was plat recorded for the original P.U.D.	X	
10. Is this a Major Amendment to a P.U.D.?	X	
a) If yes, does the amendment make changes to the proposed physical development of the P.U.D.?		X
11. Are mutual access easements needed to assure adequate access to the site?		X
12. Are there existing or planned medians near the site which would necessitate additional right-of-way dedication or other special considerations?		X

*This is not required but there are revised covenants following on this agenda.

**DECLARATION OF COVENANTS AND RESTRICTIONS
UNDER PLANNED UNIT DEVELOPMENT NO. 208-A**

(PUD 208-A)

THIS DECLARATION OF COVENANTS AND RESTRICTIONS UNDER PLANNED UNIT DEVELOPMENT NO. 208-A (this "Declaration"), is made and entered into as of this _____ day of November, 2010, by LIGHTHOUSE PROPERTIES, LLC, an Oklahoma limited liability company ("Lighthouse").

RECITALS:

A. Lighthouse is the owner of certain real property located in the City of Tulsa, Tulsa County, State of Oklahoma, more particularly described as:

[insert description] (the "Property").

B. The Property was processed as a Major Amendment to Planned Unit Development No. 208, such action being Planned Unit Development 208-A ("PUD 208-A") pursuant to Chapter 11 of Title 42 of the Tulsa Zoning Code, and was approved by the Tulsa Metropolitan Area Planning Commission (the "TMAPC") on October 5, 2010 and by the Tulsa City Council on October _____, 2010.

C. On November _____, 2010, the TMAPC, at a public hearing, waived the platting requirement for the Property and determined that the purpose of such platting could be achieved by the recording of this Declaration in the Office of the Tulsa County Clerk.

COVENANTS AND RESTRICTIONS:

NOW, THEREFORE, in accordance with Title 42, Section 1102 of the Tulsa Zoning Code requiring the establishment of covenants and restrictions of record, inuring to and enforceable by the City of Tulsa, Oklahoma, a municipal corporation (the "City"), sufficient to assure the implementation and continued compliance with PUD 208-A and any amendments thereto, Lighthouse, for its grantees, successors and assigns, does hereby impose the following covenants and restrictions, which shall run with the land and which shall be enforceable by Lighthouse, the owner(s) of the Property or by the City.

1. ADDITIONAL DEVELOPMENT STANDARDS

A. Permitted Uses:

Those uses permitted as a matter of right in the CS District and Use Unit 19, Hotel, Motel and Recreation Facilities, Health Club/Spa Only, and Accessory Uses Customarily Incidental Thereto; provided, however: the following uses shall not be permitted: Use Unit 4, Public Protection and Utilities, Use Unit 15, Other Trade and Services, Use Unit 16, Mini-Storage, Use Unit 17, Automotive and Allied Activities, Use Unit 18, Drive-In Restaurants, and Use Unit 19, Hotel, Motel and Recreational Facilities, with the exception of a Health Club/Spa (which is the only Use Unit 19 use which shall be permitted), and Use Unit 20, Commercial Recreation. Further, there shall be no liquor stores, beer taverns, adult book stores, massage parlors or nightclubs permitted.

2. TERM, AMENDMENT, ENFORCEMENT AND PARTIAL INVALIDITY

A. Term and Amendment:

The covenants and restrictions set forth herein shall be covenants and restrictions which shall run with the land and shall be binding upon and enforceable by Lighthouse, its grantees, successors and assigns and by the City, until September 1, 2025, at which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years; provided, however, such covenants and restrictions may be amended, terminated or modified, in whole or part, at any time by written instrument signed by majority of the owner(s) of the Property and the City and the provision of such instrument shall be binding from and after the date it is recorded.

B. Enforcement:

All of the covenants and restrictions set forth in this Declaration shall inure to the benefit of and be enforceable by the City. If Lighthouse or his grantees, successors and assigns shall violate any of the covenants and restrictions of this Declaration, the City may bring an action at law or at equity against the person or persons violating or attempting the same to prevent him or them from doing so or to compel compliance with the same or to recover damages for the violation thereof.

C. Partial Invalidity:

Invalidation of any of the covenants or restrictions set forth herein by judgment or other action shall not effect the validity of any other covenant or restriction and shall remain in full and force and effect.

3. PLAT, DEED OF DEDICATION AND CONFLICTS

A. Plat, Deed of Dedication and Conflicts:

Every owner by acceptance of a deed to any or all of the Property acknowledges that the Property and the use thereof are subject to covenants and restrictions of this Declaration. To the extent that this Declaration is in conflict with any term, condition and provision of the Plat or Deed of Dedication of NOB HILL, or any prior amendment thereto, the provisions of this Declaration shall control.

IN WITNESS WHEREOF, Lighthouse has caused this Declaration to be executed on the day herein set forth above.

LIGHTHOUSE PROPERTIES, LLC,
an Oklahoma limited liability company

By: _____
Name: _____
Its: _____

"Lighthouse"

APPROVED AS TO FORM:

TULSA METROPOLITAN AREA
PLANNING COMMISSION

By: _____
Assistant City Attorney

By: _____
Chairman

"TMAPC"

STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

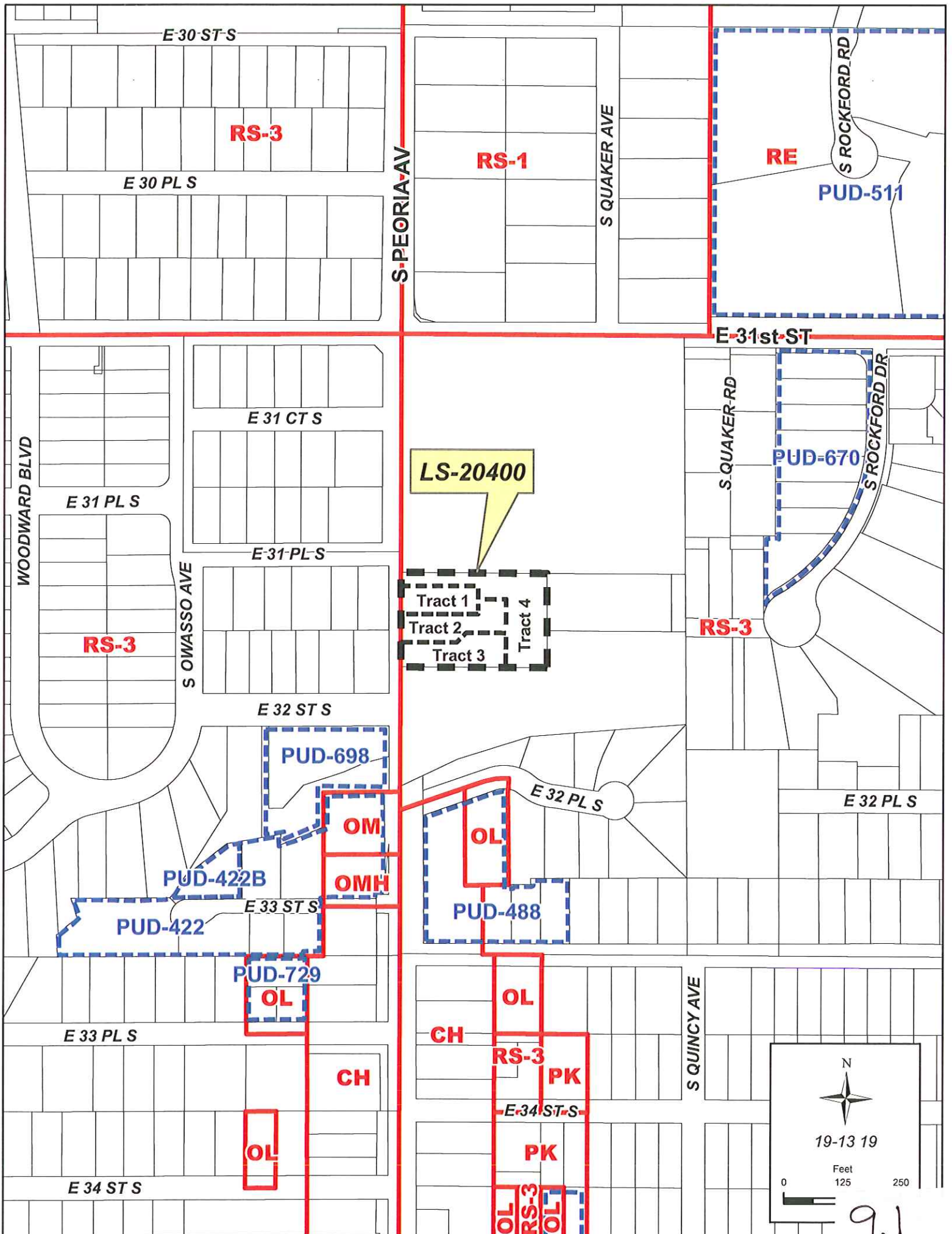
This instrument was acknowledged before me on this _____ day of October, 2010, by _____ as _____ of LIGHTHOUSE

My Commission Expires:

Notary Public

My Commission Number:

I:\06-1202-02\Plat Waiver\Declaration of Covenants-1.doc



LS-20400

Tract 1

Tract 2

Tract 3

Tract 4



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not precisely align with physical
features on the ground.

Aerial Photo Date: 1

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LS-20400

Tract 1

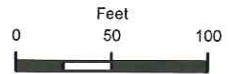
Tract 2

Tract 3

Tract 4



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Aerial Photo Date:

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LS-20400

Tract 1
Tract 2
Tract 3
Tract 4



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features on the ground
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Fernandez, Diane

From: Tim Terral [T.Terral@tulsaengineering.com]
Sent: Wednesday, November 10, 2010 8:48 AM
To: Fernandez, Diane
Cc: Jerry Ledford Jr.; Jack Taber; Tamra Rowan
Subject: Crow Creek Place (10-080.00) - LS 20400, Request for continuance for 11/17/2010 TMAPC

Diane -

We would like to formally request that the above referenced Lot Split (LS 20400) be continued from the 11/17/2010 TMAPC to the 12/07/2010 TMAPC.

If you have any questions or comments, please let me know.

Tim Terral
Director of Land Planning

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t.terral@tulsaengineering.com<mailto:t.terral@tulsaengineering.com>

