

TULSA METROPOLITAN AREA PLANNING COMMISSION

Meeting No. 2770

May 16, 2018, 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:

Work session Report:

Director's Report:

1. Minutes of May 2, 2018, Meeting No. 2769

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. **LC-1021** (Lot-Combination) (CD 2) – Location: North of the northwest corner of West 38th Place South and Southwest Boulevard
3. **LC-1022** (Lot-Combination) (CD 3) – Location: South of the southeast corner of East Archer Street and North Victor Avenue
4. **LC-1024** (Lot-Combination) (CD 5) – Location: Southwest corner of East 31st Street South and South Hudson Avenue (Related to LS-21133)
5. **LS-21133** (Lot-Split) (CD 5) – Location: Southwest corner of East 31st Street South and South Hudson Avenue (Related to LC-1024)
6. **LS-21132** (Lot-Split) (CD 5) – Location: Northwest corner of East 14th Street South and South 93rd East Avenue
7. **PUD-730-1 Thomas Vogt** (CD 4) Location: Northwest corner of East 21st Street South and South Louisville Avenue requesting a **PUD Minor Amendment** to add parking as a permitted use, reduce fence height, allow pole lighting and access to 21st Street South and amend landscape requirements.

8. **Blue Anchor** (CD 3) Final Plat, Location: West of the northwest corner of East 46th Street North and North 129th East Avenue
9. **Titan Sports** (CD 2) Final Plat, Location: East of the northeast corner of West 81st Street South and South Elwood Avenue

CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA:

PUBLIC HEARINGS:

10. **BOA-22432 Plat Waiver** (CD 4) Location: Northwest corner of East 1st Street South and South Atlanta Avenue
11. **Deerfield Creek** (County) Preliminary Plat, Location: East of the northeast corner of South 145th East Avenue and Highway 64
12. **St. Joseph Church** (CD 6) Preliminary Plat, Location: East of the northeast corner of East 21st Street South and South 145th East Avenue
13. **Sleepy Hollow Estates** (County) Preliminary Plat, Location: West of the northwest corner of East 171st Street South and South Harvard Avenue
14. **Dylan Gateway** (CD 3) Preliminary Plat, Location: East of the southeast corner of East 43rd Street North and North Garnett Road
15. **Z-7442 Tulsa City Council/Bobby Patterson** (CD 4) Location: East of the southeast corner of South Peoria Avenue and East 11th Street South requesting rezoning from **OL/CH to MX1-P-U**

OTHER BUSINESS

16. Commissioners' Comments

ADJOURN

CD = Council District

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

Visit our website at www.tmapc.org

email address: esubmit@incog.org

TMAPC Mission Statement: 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.

Case Number: PUD-730-A-1
Minor Amendment

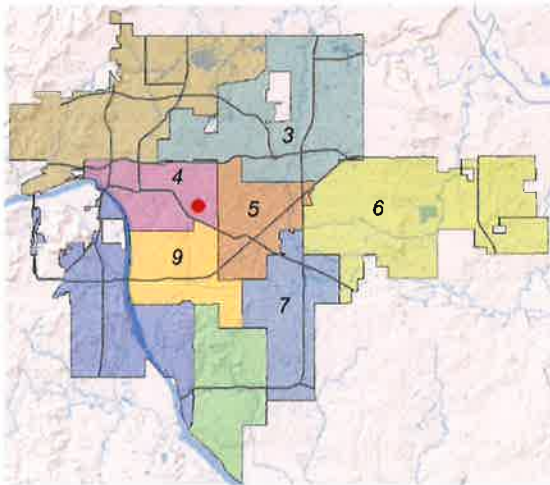
Hearing Date: May 16, 2018

Case Report Prepared by:
Jay Hoyt

Owner and Applicant Information:
Applicant: Thomas L. Vogt

Property Owner: Tulsa County Public
Facilities Authority

Location Map:
(shown with City Council Districts)



Applicant Proposal:

Concept summary: PUD minor amendment to add parking as a permitted use, reduce fence height, allow pole lighting and access to 21st St S and amend landscape requirements.

Gross Land Area: 0.51 acres

Location: NW/c E 21st St S and S Louisville Ave

Lots 11, 12 and 13, Block 2 Wilson View
3617 E 21st St S

Zoning:
Existing Zoning: OL/RS-3/PUD-730-A
Proposed Zoning: No Change

Comprehensive Plan:
Land Use Map: Mixed-Use
Growth and Stability Map: Growth

Staff Recommendation:
Staff recommends **approval**.

Staff Data:
TRS: 9309
CZM: 37
Atlas: 89

City Council District: 4
Councilor Name: Blake Ewing
County Commission District: 2
Commissioner Name: Karen Keith

SECTION I: PUD-730-A-1 Minor Amendment

STAFF RECOMMENDATION

Amendment Request: Revise the PUD Development Standards to add parking as a permitted use, reduce the required screening wall height along the north and west boundaries from 8 feet to 6 feet in height, allow pole mounted lighting, allow access to 21st St S, pending approval by City Services and amend the landscape requirements.

The subject lot is proposed to be used as parking for the adjacent Expo Square. The pole lighting proposed would be limited to facing south and east, away from surrounding residential properties. PUD-730-A limited access to South Louisville. The applicant proposes to allow access to E 21st St S, pending approval of the proposed access from the City of Tulsa Traffic Department. PUD-730-A referred to a concept plan for landscaping requirements. The concept for the site is proposed to be changed from Office to Parking, therefore the concept plan is no longer appropriate. The applicant proposes to add the provision that if the lot is developed for parking, rather than the landscaping shown on the concept plan for the office building, alternate landscaping plans, suitable for a parking lot may be submitted as part of the site and landscape plan approval process.

Staff Comment: *This request can be considered a Minor Amendment as outlined by Section 30.010.1.2.c(9) of the City of Tulsa Zoning Code.*

"Changes in structure heights, building setbacks, yards, open spaces, building coverage and lot widths or frontages, provided the approved PUD development plan, the approved standards and the character of the development are not substantially altered."

As well as by Section 30.010.1.2.c(15) of the City of Tulsa Zoning Code.

"Changes in an approved use to another use may be permitted, provided the underlying zoning on the particular site within the PUD would otherwise permit such use as of right and the proposed use will not result in any increase of incompatibility with the present and future use of nearby properties."

Staff has reviewed the request and determined:

- 1) The requested amendment does not represent a significant departure from the approved development standards in the PUD.
- 2) All remaining development standards defined in PUD-730-A shall remain in effect.

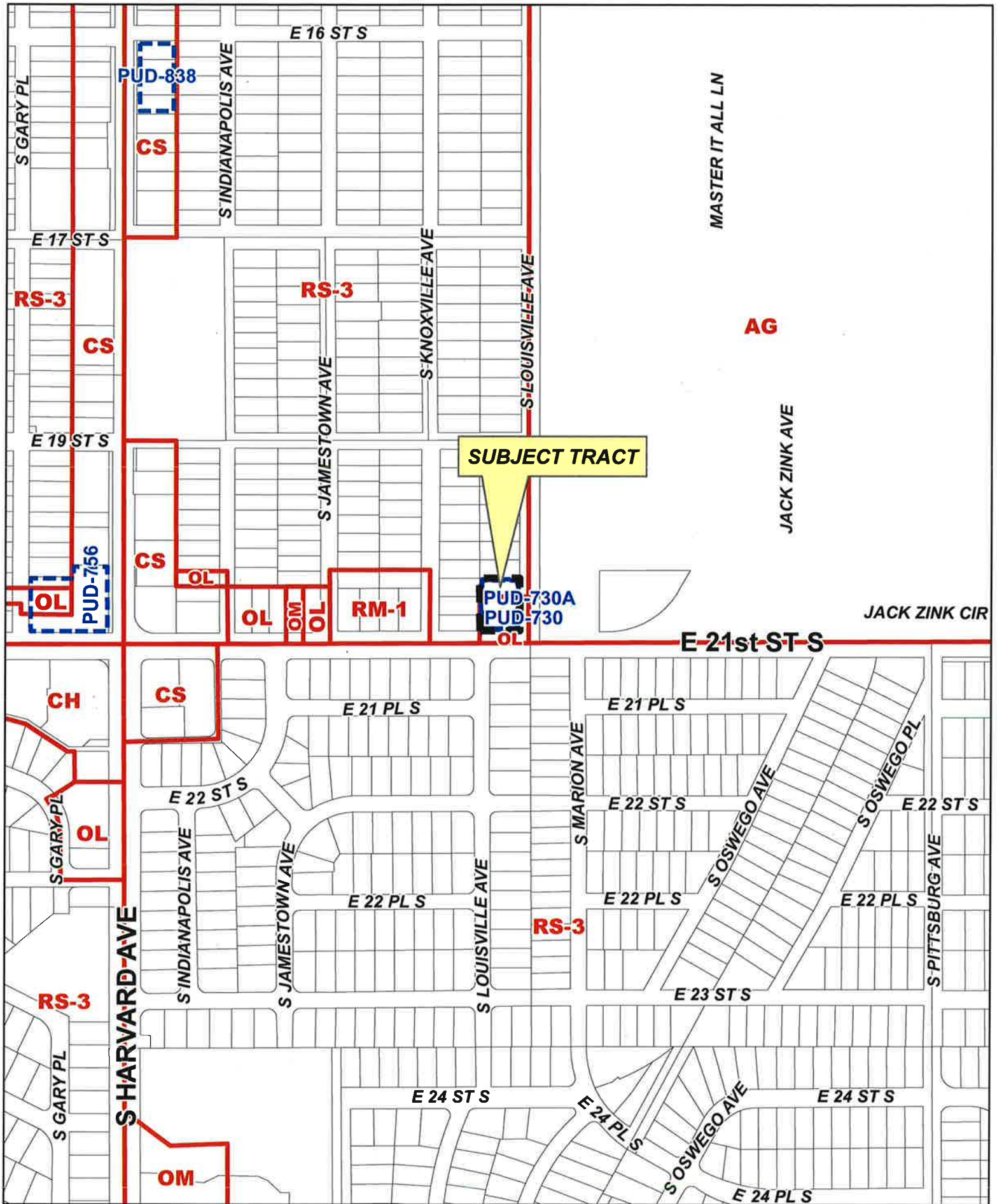
Exhibits included with staff recommendation:

INCOG zoning case map

INCOG aerial photo

INCOG aerial photo (enlarged)

With considerations listed above, staff recommends **approval** of the minor amendment request to add parking as a permitted use, reduce fence height, allow pole lighting, access to 21st St S and amend landscape standards.



PUD-730-1

19-13 09





0 200 400
Feet



Subject
Tract

PUD-730-1

19-13 09

Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: February 2016

7.5





S KNOXVILLE AVE

S LOUISVILLE AVE

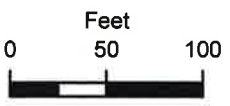
E 21st ST S

E 21 PLS

S LOUISVILLE AVE

S MARION AVE

E 21 PLS



Subject
Tract

PUD-730-1

19-13 09

Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: February 2016

7.6





Tulsa Metropolitan Area
Planning Commission

Case : Blue Anchor

Hearing Date: May 16, 2018

Case Report Prepared by:

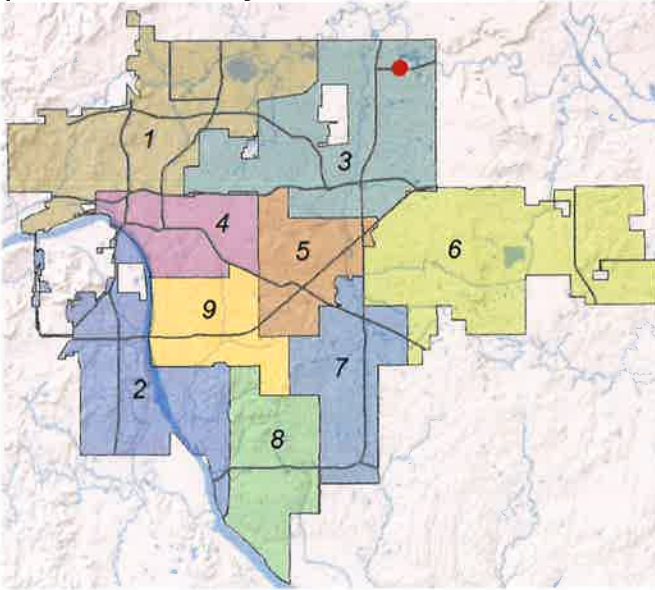
Nathan Foster

Owner and Applicant Information:

Applicant: Wallace Engineering

Owner: Anchor Stone Co.

Location Map:
(Shown with City Council districts)



Applicant Proposal:

Final Plat

1 lot, 1 block, 1.5 ± acres

Location: West of the northwest corner of
East 46th Street North and North 129th
East Avenue

Zoning: IH (Industrial – High)

Staff Recommendation:

Staff recommends **approval** of the final
plat

City Council District: 3

Councilor Name: David Patrick

County Commission District: 1

Commissioner Name: Mike Craddock

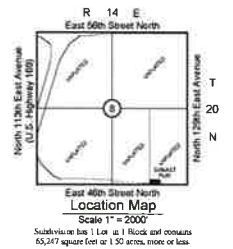
EXHIBITS: Final Plat

Draft Final Plat

UNPLATTED

LOT 1
BLOCK 1
65,247 SQ. FT.
1.50 ACRES

East 46th Street North (State Highway 266)



SURVEYOR
BENNETT SURVEYING, INC.
P.O. BOX 848
Crawford, OK 74337
PHONE (918) 476-7484
FAX (918) 476-7485
Oklahoma CA #4502
Expires June 30, 2018
www.bennettsurveying.com

ENGINEER
WALLACE ENGINEERING
STRUCTURAL CONSULTANTS, INC.
200 EAST MAIHEW BRADY STREET
TULSA, OK 74103
PHONE: (918) 584-5558
Oleania CA 91480
Expires June 30, 2018
eours@allstate.com

BASIS OF BEARING

SE/4 OF SECTION 8, T-20-N, R-14-E
AS S8d 42 03'W.

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE 3501 NORTH AMERICAN DATUM (NAD83) FEET OF SURVEY FEET BEING

MONUMENTATION

○ DENOTES A FOUND 3/8" IRON PIN

● DENOTES A SET 3/8" IRON PIN

WILLIAMS CAP "CA 4502"

LEGEND

BM - BENCHMARK
LNA - LIMITS OF NO ACCESS
--- - PROPERTY LINE

ADDRESS DISCLAIMER NO.12:
ADDRESSES SHOWN ON THIS PLAT ARE
ACCURATE AS OF THE TIME THIS PLAT WAS
FILED. ADDRESSES ARE SUBJECT TO CHANGE
AND SHOULD NEVER BE RELIED ON IN PLACE
OF THE LEGAL DESCRIPTION.

BLUE ANCHOR
SHEET 1 OF 2
Date of Preparation: January 5, 2018

Date of Preparation: January 5, 2018

FINAL PLAT ENDORSEMENT OF APPROVAL	
Tulsa Metropolitan Area Planning Commission	
Approval Date:	
	TMAPC/INCOG
	CITY ENGINEER
Council of the City of Tulsa, Oklahoma	
Approval Date:	
	CHAIRMAN
	MAYOR
	ATTSTT: CITY CLERK
	CITY ATTORNEY

I, the undersigned, hereby approve of this final plat with respect to any error from the date of City Council approval of this plat in the Office of the County Clerk's Section Hall date:



Nathan Foster
2018.03.06
13:39:22
-06'00'

Blue Anchor

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

ANCHOR SIONE CO., AN OKLAHOMA CORPORATION (THE "OWNER"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS IN THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF SECTION EIGHT (8), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY HEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION EIGHT (8); THENCE S88°49'53"W AND ALONG THE SOUTH LINE OF SAID SECTION EIGHT FOR A DISTANCE OF 81.87 FEET; THENCE N0°47'39"W FOR A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE S88°49'53"W FOR A DISTANCE OF 165.84 FEET; THENCE N0°47'39"W FOR A DISTANCE OF 178.27 FEET; THENCE N88°42'28"E FOR A DISTANCE OF 365.84 FEET; THENCE S01°17'49"E A DISTANCE OF 178.27 FEET TO THE POINT OF BEGINNING;

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, 1 BLOCK, IN CONFORMITY WITH THE ACCOMPANYING MAP AND SURVEY (HEREINAFTER THE "MAP"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "BLUE ANCHOR," A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION").

SECTION 1. EASEMENTS AND UTILITIES

A. UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED ON THE ACCOMPANYING MAP AS "U/L" 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 PIPES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF ACCESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID. HOWEVER, THE OWNER, HIS OR HER SUCCESSORS, RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, RE-LAY AND REPAIR WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, RE-LAYING AND REPAIRING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DESIGNATED ON THE MAP, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE MAP. THE OWNER HEREBY WARRANTS A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF THE UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DESIGNATED ON THE ACCOMPANYING MAP NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, CREATED, INSTALLED OR MAINTAINED, PROVIDED, HOWEVER, HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SIDEWALKING (UNLESS THAT DO NOT CONSTITUTE AN OBSTRUCTION).

B. UTILITY SERVICE

OVERHEAD LINES FOR THE SUPPLY OF ELECTRICITY, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERMITTED EASEMENT OF THE SUBDIVISION ALONG EAST 48TH STREET, NORTH 1ST STREET, LOT 100S OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE AND EQUIPMENT THROUGHOUT THE SUBDIVISION, EXCEPT AS OTHERWISE PROVIDED BY AN SEPARATE INSTRUMENT. ALL SUPPLY LINES INCLUDING ELECTRICITY, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN COVENANTS DESIGNATED FOR SEWERS, UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING MAP. ADDITIONALLY, SERVICE REESTABLISH AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH GENERAL UTILITY EASEMENTS.

UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE EXISTING GAS MAIN, SERVICE MEDIAN OR TRANSFORMER TO THE POINT OF USE, AS DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL, HEREINAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND NON-EXCLUSIVE EASEMENT ON THE LOT OVERLAPPING A 3 FOOT STRIP EXTENDING 2 1/2 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE MEDIAN OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

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 UTILITY EASEMENTS SHOWN ON THE MAP OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.

THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THE PROPERTY IN THE SUBDIVISION.

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS OVER, ACROSS AND ADJACENT TO THE ACCOMPANYING MAP AS "RESTRICTED WATERLINE EASEMENT" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING WATER LINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, VALVES, METERS AND EQUIPMENT AND OTHER APPURTENANCES THERETO, TOGETHER WITH RIGHTS OF ACCESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES STATED.

WHEN THE UTILITY EASEMENTS AND RESTRICTED WATERLINE EASEMENTS DEPICTED ON THE ACCOMPANYING MAP, THE ALTERATION OF GRADE FOR THE PURPOSES OF THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD IN THE JUDGMENT OF THE CITY OF TULSA, INTERFERE WITH THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR ITS AGENTS AND/OR CONTRACTORS.

THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS AND RESTRICTED WATERLINE EASEMENTS DEPICTED UPON THE ACCOMPANYING MAP, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

THE SUPPLIER OF GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE MAP OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, REPAIRING OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICES SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR ITS AGENTS OR CONTRACTORS.

THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE

THE LOT SHALL MAINTAIN AND DRAIN IN AN UNOBSTRUCTED MANNER, THE SIDEWALK FROM DAMAGE AREAS OF HOVER, ELEVATION, THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

F. UTILITIES

G. LIVING AND LANDSCAPING WITHIN EASEMENTS

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND TREES OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS AREAS DEPICTED UPON THE ACCOMPANYING MAP, PROVIDED THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL BE RESPONSIBLE, DONE IN THE PERFORMANCE OF SUCH ACTIVITIES.

H. LIMITS OF NO ACCESS

THE OWNER HEREBY WAIVES HIS RIGHTS OF ACCESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 48TH STREET, NORTH 1ST STREET, HIGHWAY 265) WITHIN THE BOUNDARIES DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING MAP, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR REVOKED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERMANENT, THOUGH, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA.

I. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF TULSA, OKLAHOMA, UNTIL CONSTRUCTION OF THE ACQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S BEST INTEREST, THE DEVELOPER'S SUBMITTAL OF THE PLANS AND OTHER NOTICES MEETS THE PRELIMINARY REQUIREMENTS OF THE CITY AND THE PLANS ARE AUTHORIZED A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN ALLOTMENT AND ANY SMALL LOTS, THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PLOT. SECOND CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

J. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF TULSA, OKLAHOMA. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF TULSA, OKLAHOMA.

SECTION 2. ENFORCEMENT, DURATION, ALIGNMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ITS SUCCESSORS AND ASSIGNS IN WHOLE OR IN PART, WITHIN THE PROVISIONS OF SECTION 1, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT THEREOF, AND ADDITIONALLY THE COVENANTS WITHIN SECTION 1, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL RUN TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE ENFORCEMENT PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

B. 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.

C. AMENDMENT

THESE COVENANTS 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 TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF TULSA, OKLAHOMA. 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.

2. 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 RENDER THE REMAINDER OF THIS INSTRUMENT INVALID, UNLESS SUCH ORDER, JUDGMENT, OR DECREE SPECIFICALLY SO PROVIDES. ANY SUCH ORDER, JUDGMENT, OR DECREE SHALL BE LIMITED TO THE PORTION OF THIS INSTRUMENT SO INVALIDATED, AND THE REMAINDER SHALL REMAIN IN FULL FORCE AND EFFECT.

AN OKLAHOMA CORPORATION

BY: THOMAS J. SAYRE

PRESIDENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS:

I, R. WAGE BENNETT, HAS ACKNOWLEDGED BEFORE ME THIS DAY OF _____, 2018, THOMAS J. SAYRE AS PRESIDENT OF ANCHOR SIONE CO., AN OKLAHOMA CORPORATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

COMMISSION NUMBER _____

CERTIFICATE OF SURVEY

I, R. WAGE BENNETT OF BENNETT SURVEYING INC., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING MAP DESIGNATED AS "BLUE ANCHOR," A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE CHANGING USUAL GENERAL SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS APPLICABLE.

BY: _____

R. WAGE BENNETT

REGISTERED PROFESSIONAL LAND

SURVEYOR OKLAHOMA NO. 1356

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS:

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS DAY OF _____, 2018, BY R. WAGE BENNETT AS A REGISTERED PROFESSIONAL LAND SURVEYOR.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

COMMISSION NUMBER _____



Tulsa Metropolitan Area
Planning Commission

Case : Titan Sports

Hearing Date: May 16, 2018

Case Report Prepared by:

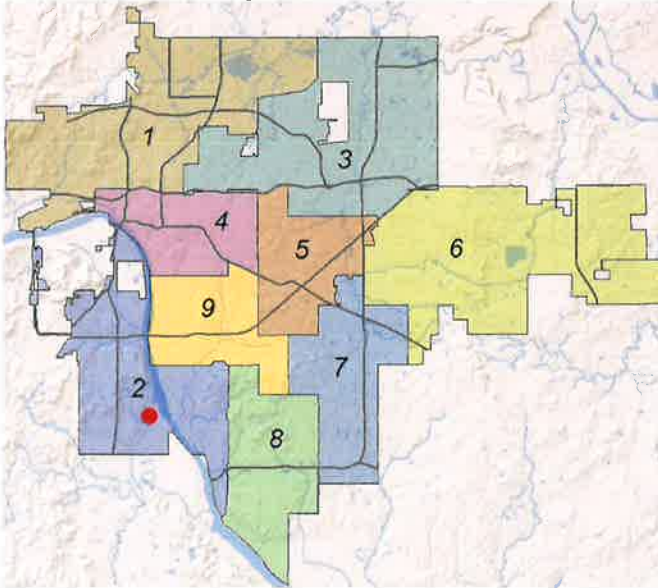
Nathan Foster

Owner and Applicant Information:

Applicant: Tanner Consulting, LLC

Owner: Titan Sports & Performance
Center, LLC

Location Map:
(Shown with City Council districts)



Applicant Proposal:

Final Plat

1 lot, 1 block, 59.66 ± acres

Location: East of the northeast corner of
West 81st Street South and South Elwood
Avenue

Zoning: IL (Industrial – Light)

Staff Recommendation:

Staff recommends **approval** of the final
plat

City Council District: 2

Councilor Name: Jeannie Cue

County Commission District: 2

Commissioner Name: Karen Keith

EXHIBITS: Final Plat

Draft Final Plat

Titan Sports

PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION TWELVE (12), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER:
**Titan Sports and
Performance Center, LLC**
CONTACT: STAN LIEDEL
6746 East 12th Street
Tulsa, Oklahoma 74112
Phone: (918) 550-3394

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OCCA NO. 3861, EXPIRES 6/30/2019
EMAIL: DAN@TANNERBATHSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



Location Map

Scale: 1" = 200'

SUBDIVISION CONTAINS:
ONE (1) LOT
IN ONE (1) BLOCK
WITH NO RESERVE AREAS

UNDERSUBDIVISION AREA: 38.85 ACRES

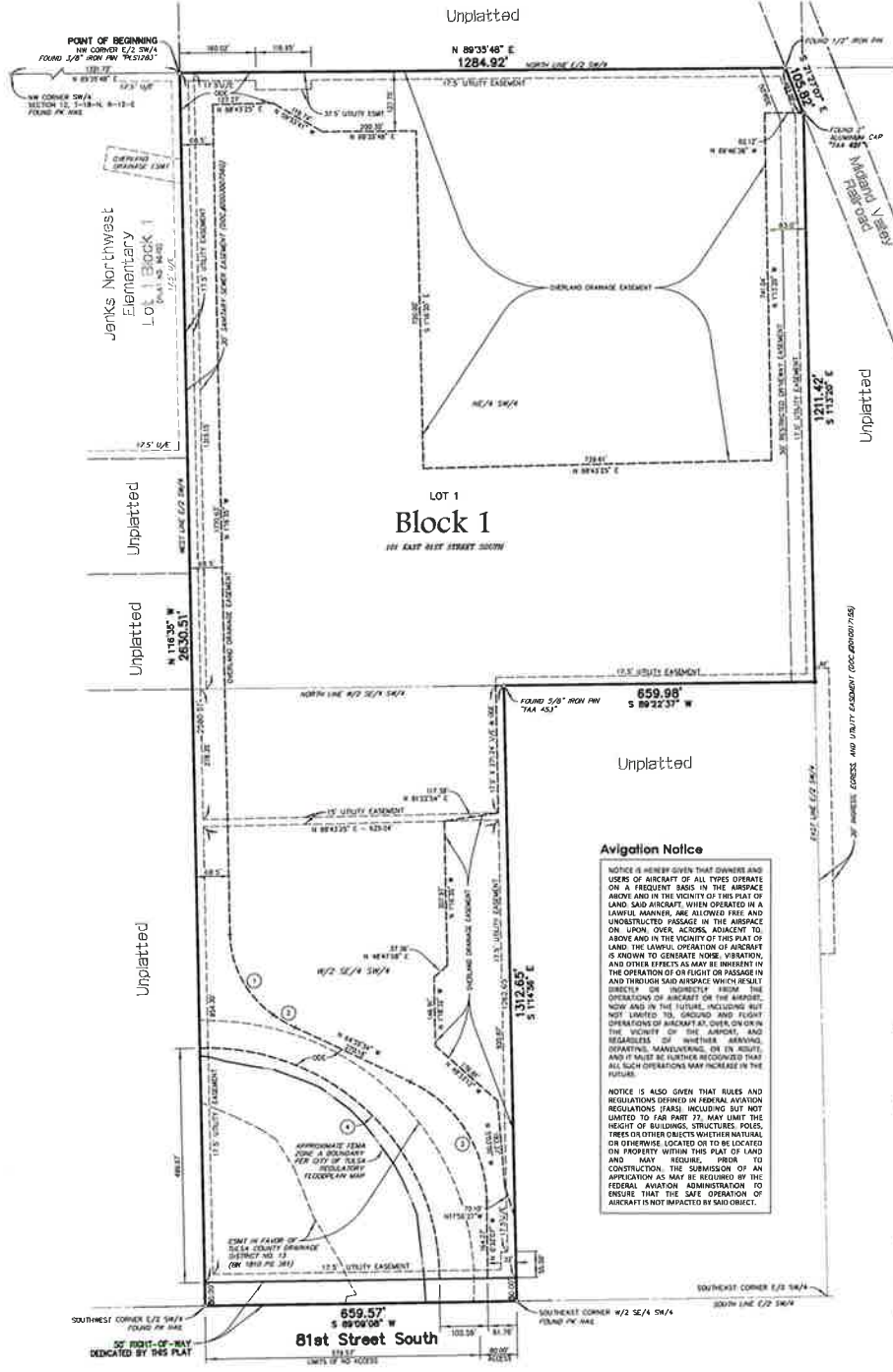


NORTH

Scale: 1" = 120'
Tanner Consulting

Curve Table

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
1	200.71	215.00	33°58'13"	N48°12'13"W	181.36
2	54.04	315.00	8°49'44"	N58°40'42"W	53.97
3	316.67	285.00	64°03'15"	N23°33'50"W	302.39
4	746.85	490.00	91°14'51"	N65°47'23"W	706.38



LEGEND

SYMBOL	BOOK & PAGE
BOOK	BOOK & PAGE
CHORD BEARING	CHORD BEARING
CHORD DISTANCE	CHORD DISTANCE
DELTA ANGLE	DELTA ANGLE
DOCUMENT	DOCUMENT
EMT	EMT
GOVT	GOVT
LNA	LNA
DOT	DOT
RESTRICTED DRIVEWAY EASEMENT	RESTRICTED DRIVEWAY EASEMENT
TULSA AIRPORT AUTHORITY	TULSA AIRPORT AUTHORITY
UTILITY EASEMENT	UTILITY EASEMENT
ADDRESS ASSIGNED	ADDRESS ASSIGNED
SET MONUMENT SEE NOTE # 21	SET MONUMENT SEE NOTE # 21
FOUND MONUMENT	FOUND MONUMENT

FINAL PLAT
ENDORSEMENT OF APPROVAL

Tulsa Metropolitan Area Planning Commission

Approval Date: _____

TMAPC/NGDS

CITY ENGINEER

Council of the City of Tulsa, Oklahoma

Approval Date: _____

CHAIRMAN

MAYOR

ATTEST: CITY CLERK

CITY ATTORNEY

The approval of this Final Plat will expire one year from the date of City Council approval if not filed in the Office of the County Clerk before that date.

Aviation Notice

NOTICE IS HEREBY GIVEN THAT OWNERS AND USERS OF AIRCRAFT OF ALL TYPES OPERATE ON A FREQUENT BASIS IN THE AIRSPACE ABOVE AND IN THE VICINITY OF THIS PLAT OF LAND SAID AIRCRAFT, WHEN OPERATED IN A LAWFUL MANNER, ARE ALLOWED FREE AND UNRESTRICTED PASSAGE IN THE AIRSPACE ON, UPON, OVER, ACROSS, ADJACENT TO, ABOVE AND IN THE VICINITY OF THIS PLAT OF LAND. THE LANDING, OPERATION OF AIRCRAFT IS KNOWN TO GENERATE NOISE, VIBRATION, AND OTHER EFFECTS AS MAY BE INHERENT IN THE OPERATION OF OR FLIGHT OR PASSAGE IN AND THROUGH SAID AIRSPACE WHICH RESULT DIRECTLY OR INDIRECTLY FROM THE OPERATIONS OF AIRCRAFT OR THE AIRCRAFT, NOW AND IN THE FUTURE, INCLUDING BUT NOT LIMITED TO, SOUND AND VISUAL OPERATIONS OF AIRCRAFT, OVER, ON OR IN THE VICINITY OF THE AIRCRAFT, AND REGARDLESS OF WHETHER AIRCRAFT, DEPARTING, MANEUVERING, OR IN FLIGHT, AND IT MUST BE FURTHER RECOGNIZED THAT ALL SUCH OPERATIONS MAY INCREASE IN THE FUTURE.

NOTICE IS ALSO GIVEN THAT RULES AND REGULATIONS DERIVED IN FEDERAL AVIATION REGULATIONS (FARs), INCLUDING BUT NOT LIMITED TO FAR PART 77, MAY LIMIT THE HEIGHT OF BUILDINGS, STRUCTURES, TOWERS, TREES OR OTHER OBJECTS WITHIN NATURAL OR OTHERWISE LOCATED OR TO BE LOCATED ON PROPERTY WITHIN THIS PLAT OF LAND AND MAY REQUIRE, PRIOR TO CONSTRUCTION, THE SUBMISSION OF AN APPLICATION AS MAY BE REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION TO ENSURE THAT THE SAFE OPERATION OF AIRCRAFT IS NOT IMPACTED BY SAID OBJECT.

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RES 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD83), NORTH AMERICAN DATUM 1983 (NAD83). SAID BEARINGS ARE BASED LOCALLY UPON FIELD OBSERVATIONS TO THE FOLLOWING MONUMENTS:
 - (a) PK NAIL FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 12;
 - (b) 1/2" IRON PIN WITH YELLOW PLASTIC CAP FOUND AT THE NORTHWEST CORNER OF THE EAST 1/2 HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION 12;
 THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°48' EAST.
- ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS MADE. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY 81ST STREET SOUTH BY WAY OF RIGHT OF WAY ESTABLISHED BY THIS PLAT.
- THE PROPERTY SHOWN HEREON IS SUBJECT TO AN AVIATION EASEMENT IN FAVOR OF TULSA AIRPORTS IMPROVEMENT TRUST, AN OKLAHOMA PUBLIC TRUST, THE TULSA AIRPORT AUTHORITY, A CHARTERED AGENCY OF THE CITY OF TULSA, AND THE CITY OF TULSA, A MUNICIPAL CORPORATION, DATED FEBRUARY 10, 2010, FILED MARCH 1, 2010 AS DOCUMENT NO. 201001514 IN THE OFFICE OF THE TULSA COUNTY CLERK. SAID EASEMENT AFFECTS THE NE/4 SW/4 LYING SOUTH AND WEST OF RAILROAD RIGHT OF WAY VIA BLANKET.

9.2

Draft Final Plat

Titan Sports

PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION TWELVE (12), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT TITAN SPORTS AND PERFORMANCE CENTER, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER," IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION TWELVE (12), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, CITY OF TULSA, COUNTY OF TULSA, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SAID SECTION 12; THENCE NORTH 89°52'00" EAST AND ALONG THE NORTH LINE OF SAID EAST HALF, FOR A DISTANCE OF 128.92 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE MIDLAND VALLEY RAILROAD; THENCE SOUTH 22°27'07" EAST AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 129.82 FEET TO A POINT ON THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SAID SECTION 12; THENCE SOUTH 71°32'00" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 1231.42 FEET TO A POINT AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4) OF SAID SECTION 12; THENCE SOUTH 89°52'00" WEST AND ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4) OF SAID SECTION 12, FOR A DISTANCE OF 659.96 FEET TO A POINT AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (W/2 SE/4 SW/4) OF SAID SECTION 12; THENCE SOUTH 17°56'35" WEST AND ALONG THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (W/2 SE/4 SW/4) OF SAID SECTION 12, FOR A DISTANCE OF 2630.51 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 2.5564 ACRES BEING 38.66 ACRES.

THE BEARINGS SHOWN HEREIN ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD83), NORTH AMERICAN DATUM 1983 (NAD83), MEASURED IN U.S. SURVEY FEET; SAID BEARINGS ARE BASED LOGICALLY UPON FIELD OBSERVATIONS TO THE FOLLOWING MONUMENTS:

(A) PC NAIL FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 12;

(B) 3/8" IRON PIN WITH YELLOW PLASTIC CAP FOUND AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION 12.

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 89°52'00" EAST.

THE OWNER HAS CALLED THE SAME TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS AND STREETS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "TITAN SPORTS," A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "TITAN SPORTS" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE, LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.) NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION FOR THE PURPOSE OF INSURING ADEQUATE INFRASTRUCTURE FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS AS SET FORTH HEREIN, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE AS HOMEOWNER AFTER SET FORTH.

SECTION I. STREETS AND EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHT-OF-WAY DESIGNATED ON THE ACCOMPANYING PLAT AS 81ST STREET SOUTH AND DOES FURTHER DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UT" 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 LINES 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, MANHOLES, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THEREOF, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES MOREOVER, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPAIR OR REPLACE WATER LINES AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING 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 HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, 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 THE UTILITY EASEMENTS SHALL BE PLACED, ERRECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CLUBBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

1.1. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1.1.1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON SUCH OWNERS LOT.

1.1.2. WITHIN THE UTILITY AND OVERLAND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGMENT OF THE CITY OF TULSA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS, SHALL BE PROHIBITED.

1.1.3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.1.4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR THE RIGHT OF ACCESS TO 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, SANITARY SEWER, OR STORM SEWER FACILITIES.

1.1.5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.1 SHALL BE THE OWNER OF THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HERETO.

1.2. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

1.3. UNDERGROUND SERVICE

1.3.1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERMITTER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED ONLY BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHT-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS AND IN THE RIGHT-OF-WAY OF 81ST STREET SOUTH.

1.3.2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE EXISTING GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION OF SUCH CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE CABLE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET FROM THE SERVICE CABLE OR GAS SERVICE LINE TO THE SERVICE PEDESTAL, OR TRANSFORMER TO THE UTILITY SERVICE ENTRANCE ON THE STRUCTURE.

1.3.3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR THE RIGHT OF ACCESS TO THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.3.4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.3.5. THE COVENANTS SET FORTH IN THIS SECTION 1.3 SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HERETO.

1.4. GAS SERVICE

1.4.1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

1.4.2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF UNDERGROUND GAS FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.4.3. THE COVENANTS SET FORTH IN THIS SECTION 1.4 SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HERETO.

1.5. RESTRICTED DRIVEWAY EASEMENT (RDE)

THE OWNER HEREBY ESTABLISHES AND GRANTS TO THE CITY OF TULSA, OKLAHOMA, A PERPETUAL AND NON-EXCLUSIVE EASEMENT, DESIGNATED ON THE ACCOMPANYING PLAT AS RESTRICTED DRIVEWAY EASEMENT OR "RDE," THE USE OF WHICH SHALL BE RESTRICTED AND LIMITED TO THE CITY OF TULSA, OKLAHOMA, AND ITS CONTRACTORS AND AGENTS, AND AMBULANCE SERVICE AND OTHER NON-CITY EMERGENCY SERVICE PROVIDERS, FOR THE PURPOSE OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS AND PASSAGE TO AND FROM PUBLIC STREETS AND EASEMENTS WITHIN AND WITHOUT THE SUBDIVISION AND TO AND FROM AREAS ADJACENT TO THE SUBDIVISION; PROVIDED, HOWEVER, THE OWNER RESERVES THE RIGHT TO USE THE RDE ON AN EMERGENCY BASIS ONLY, FOR THE PURPOSE OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM SUCH PUBLIC STREETS AND EASEMENTS. THE CITY SHALL HAVE THE RIGHT TO CONSTRUCT A ROAD OR ROADS WITHIN THE EASEMENT AREA AND TO INSTALL FENCES AND GATES WITHIN THE EASEMENT AREA TO CONTROL ACCESS TO SAID AREA.

1.6. OVERLAND DRAINAGE EASEMENT

1.6.1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS OVERLAND DRAINAGE EASEMENT OR "ODE" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

1.6.2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF TULSA, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

1.6.3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN SUCH EASEMENTS UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA, PROVIDED THAT THE PLANTING OF TREES SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA.

1.6.4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN THE LOT SHALL BE MAINTAINED BY THE LOT OWNER. THE COSTS THEREOF SHALL BE PAID BY THE APPECTED LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO MAINTAIN THE EASEMENTS IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA, IN THE EVENT THE LOT OWNER FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF TULSA, OKLAHOMA, SHALL HAVE THE RIGHT TO ENTER THE OVERLAND DRAINAGE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE APPECTED LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A WRITTEN NOTICE OF COSTS FROM THE CITY OF TULSA, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

1.7. SURFACE DRAINAGE

THE PROPERTY WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION, NO OWNER WITHIN THE SUBDIVISION 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 THE OWNERS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.7 SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

1.8. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY REINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO 81ST STREET SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING HERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF TULSA.

1.9. SIDEWALKS

THE OWNER SHALL CONSTRUCT AND MAINTAIN SIDEWALKS ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH UNDERGROUND REGULATIONS OF THE CITY OF TULSA AND IN CONFORMANCE WITH CITY OF TULSA ENGINEERING DESIGN STANDARDS. ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNER PRIOR TO THE ISSUANCE OF THE FIRST OCCUPANCY PERMIT FOR A BUILDING IN THE SUBDIVISION.

1.10. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF TULSA, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWERS, STORM SEWER SYSTEMS, AND SIDEWALKS SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

2.1. 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 AND EASEMENTS 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 TULSA, OKLAHOMA. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, IT SHALL BE UNLAWFUL FOR THE CITY OF TULSA OR ANY OWNER OF A LOT IN THE SUBDIVISION TO SUE OR BRING AN ACTION AGAINST THE CITY OF TULSA OR ANY OTHER PARTY VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR HER FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

2.2. 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.

2.3. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS AND EASEMENTS AND SECTION II, ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY 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 TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF TULSA, OKLAHOMA.

2.4. 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, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2018.

TITAN SPORTS AND PERFORMANCE CENTER, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____ ED RASCHEN, MANAGING MEMBER

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 2018, PERSONALLY APPEARED ED RASCHEN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS MANAGING MEMBER OF TITAN SPORTS AND PERFORMANCE CENTER, LLC, 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 TITAN SPORTS AND PERFORMANCE CENTER, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH, THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
CERTIFICATE OF SURVEY

I, DAN E. TANNER, 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 HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2018.

BY _____ DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1433

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 2018, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL, THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____ JENNIFER MILLER, NOTARY PUBLIC

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS AND EASEMENTS AND SECTION II, ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH



Tulsa Metropolitan Area
Planning Commission

Case : BOA-22432 Plat Waiver

Hearing Date: May 16, 2018

Case Report Prepared by:

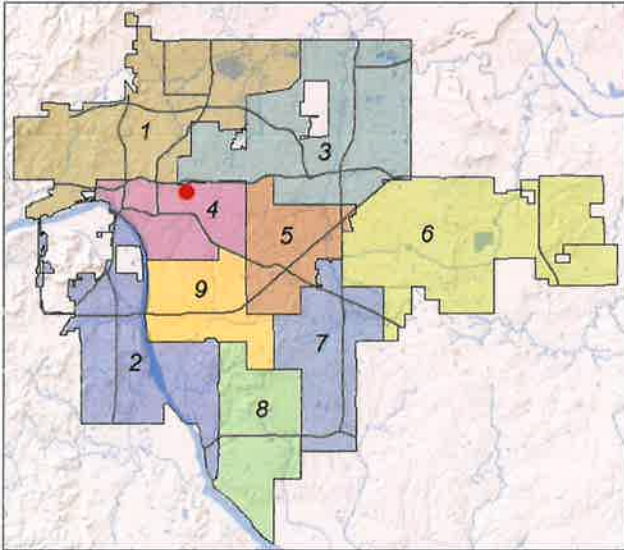
Nathan Foster

Owner and Applicant Information:

Applicant: Brian Henley

Owner: Diocese of Tulsa

Location Map:
(shown with City Council Districts)



Applicant Proposal:

Plat Waiver

Location: Northwest corner of East 1st
Street South and South Atlanta Avenue

Zoning: RS-3 (Residential Single Family -
3)

Staff Recommendation:

Staff recommends **approval** of the plat
waiver

City Council District: 4

Councilor Name: Blake Ewing

County Commission District: 2

Commissioner Name: Karen Keith

EXHIBITS: Site Map, Aerial, Site Plan

PLAT WAIVER

BOA-22432 – (CD 4)

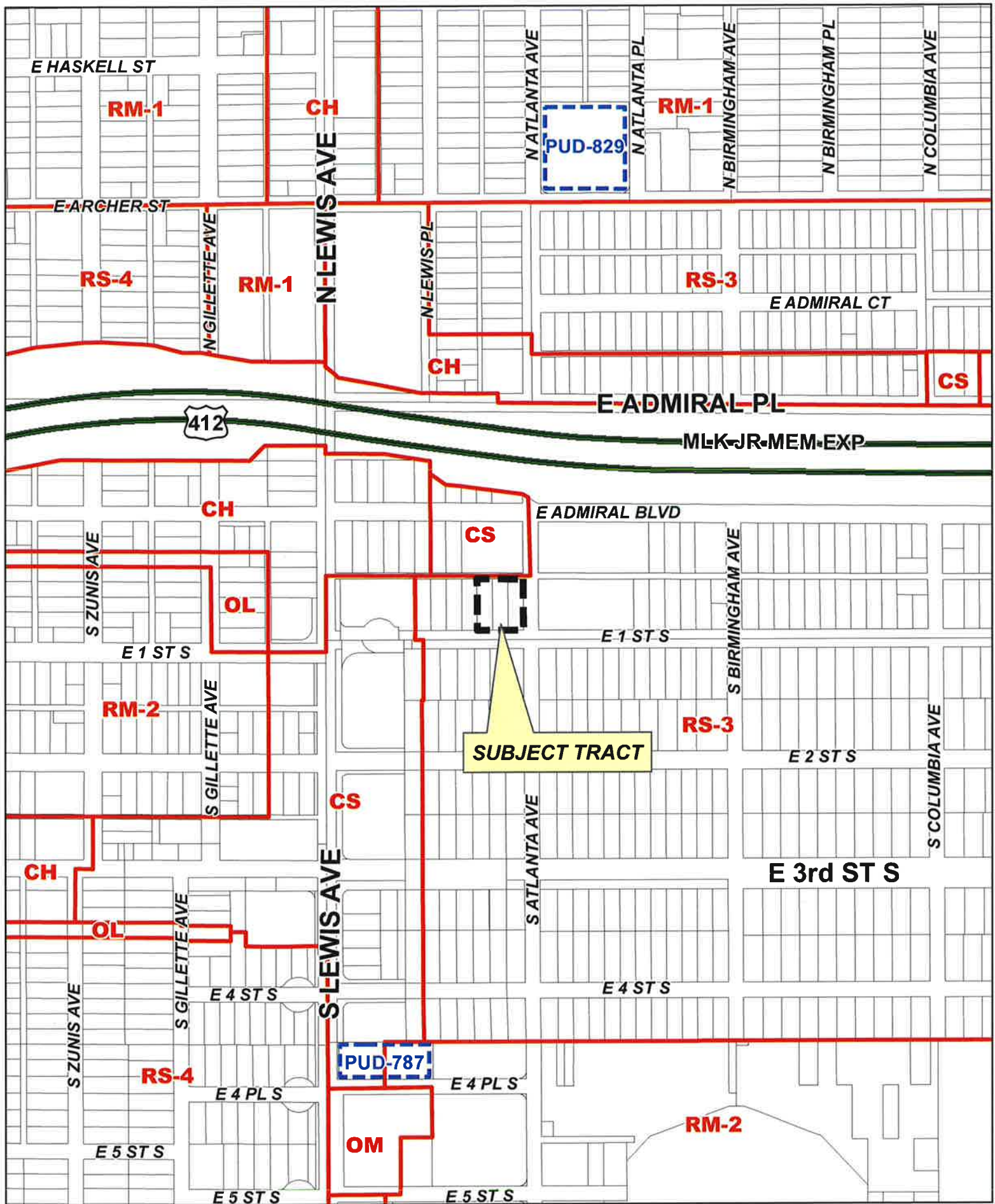
Northwest corner of East 1st Street South and South Atlanta Avenue

The platting requirement for this property is being triggered by a special exception approval by the Board of Adjustment on May 8, 2018 to permit the expansion of a religious assembly in the RS-3 district. The property currently consists of 3 vacant lots.

The Technical Advisory Committee met on April 19, 2018 and the following items were determined:

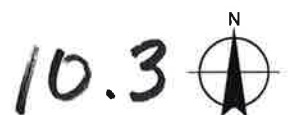
1. The property was previously platted as part of East Highland Addition.
2. Necessary utilities are all in place and no additional utility easements will be needed at this time.
3. All right-of-way dedications have been made to comply with the Major Street Highway Plan.
4. A lot combination has been approved and recorded to combine all 3 lots into 1.
5. There are no development plans on the property required recordation of covenants.

Staff recommends **approval** of the plat waiver.



BOA-22432

19-13 05





0 200 400
Feet



Subject
Tract

BOA-22432

19-13 05

Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: February 2016



412

E ADMIRAL BLVD

E 1 STS

S ATLANTA AVE

0 50 100
Feet



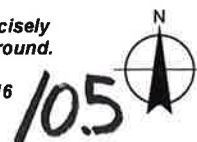
Subject
Tract

BOA-22432

19-13 05

Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: February 2016



CS RS-3

E ADMIRAL BLVD

S ATLANTA AVE

S BIRMINGHAM AVE

E 1ST ST.

1 ST FRANCIS CHURCH CHAPEL - OVERALL SITE PLAN
Scale: 1/8" = 1'-0"



- EXISTING PARKING (#)
- PROPOSED STRUCTURE

ZONING: RS-3 (CITY OF TULSA ZONING CODE)
RELIGIOUS ASSEMBLY ALLOWED W/ SPECIAL EXCEPTION (PER TABLE 5-2)
LOT AREA = 25,300 SF (12,000 SF MIN PER TABLE 5-3)
LOT WIDTH = 150 FEET (100 FEET MIN PER TABLE 5-3)
SETBACKS - 25' FRONT YARD, 20' REAR YARD, 5' SIDE YARD (15' CORNER SIDE YARD)
*25' REAR YARD FOR SPECIAL EXCEPTION ADJACENT TO OCCUPIED R DISTRICT

CHAPEL SANCTUARY = 998 SF, 48 FIXED SEATS

PARKING:
RELIGIOUS = 24.25/1,000 SF MIN. = 24.25 SPACES REQUIRED
OR 1/3 SEATS = 16 SEATS (24.25 IS GREATER PER 55.020)
192 SPACES PROVIDED ON CHURCH CAMPUS,
PLUS ADDITIONAL STREET PARKING FOR NEIGHBORHOOD CHURCH.

LEGAL DESCRIPTION
LOTS 22, 23, & 24, BLOCK 5 EAST
HIGHLAND ADDN RES B1
ZONED RS-3

ST. FRANCIS CATHOLIC CHURCH - CHAPEL



515 E. Boston Ave.
Tulsa, OK 74103
918-555-4444
www.silodesignbuild.com

10.4



SILO
DSGN
+BLD



Tulsa Metropolitan Area
Planning Commission

Case : Deerfield Creek

Hearing Date: May 16, 2018

Case Report Prepared by:

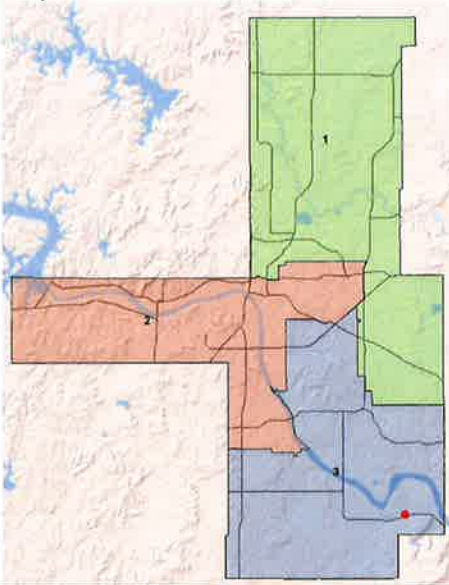
Nathan Foster

Owner and Applicant Information:

Applicant: JR Donelson

Owner: RNC Real Estate, LLC

Location Map:
(Shown with County Commission
districts)



Applicant Proposal:

Preliminary Plat

7 lots, 1 block, 63.98 ± acres

Location: East of the northeast corner of
South 145th East Avenue and Highway 64

Zoning: AG (Agriculture)

Staff Recommendation:

Staff recommends **approval** of the
preliminary plat

County Commission District: 3

Commissioner Name: Ron Peters

EXHIBITS: Site Map, Aerial, Preliminary Plat Submittal, Conceptual Improvements

PRELIMINARY SUBDIVISION PLAT

Deerfield Creek - (County)

East of the northeast corner of South 145th East Avenue and Highway 64

This plat consists of 7 lots, 1 block on 63.98 ± acres.

The Technical Advisory Committee (TAC) met on May 3, 2018 and provided the following conditions:

1. **Zoning:** All property contained within the subdivision is zoned AG (Agriculture). The current lot configurations comply with the AG zoning district.
2. **Addressing:** Graphically label all lots with the assigned address prior to submittal of final plat.
3. **Transportation & Traffic:** Oklahoma Department of Transportation must provide a release for all proposed access points. If lots are split in the future, mutual access would be required within approved access points.
4. **Sewer:** Proposals for on-site sewage disposal must comply with all relevant requirements of the Oklahoma Department of Environmental Quality.
5. **Water:** Water will be served by the City of Bixby. A release letter is required prior to release of final plat.
6. **Engineering Graphics:** Submit a subdivision control data sheet with final plat. Update location map with all filed plats and label all other areas as "unplatted". Remove other labels. Add "State of" before Oklahoma in the plat subtitle. Graphically show all property pins found or set associated with the plat. Ensure written legal description matches face of the plat.
7. **Fire:** No comments.
8. **Stormwater, Drainage, & Floodplain:** Provide the County Engineer with a drainage report and obtain a release for any required improvements prior to approval of final plat.
9. **Utilities: Telephone, Electric, Gas, Cable, Pipeline, Others:** All utilities indicated to serve the site must provide a release prior to final plat approval. Provide a Certificate of Records Search from the Oklahoma Corporation Commission to verify no oil & gas activity on the site.

Waivers of Subdivision Regulations:

1. None Requested

Staff recommends **APPROVAL** of the preliminary subdivision plat subject to the conditions provided by TAC and the requirements of the Subdivisions Regulations.

11.2

S-145th-E-AVE

SUBJECT TRACT

AG

E-169th-ST-S

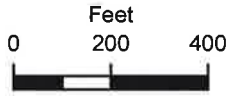
64

E-171-ST-S

AG

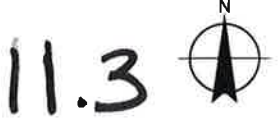
LEGEND

Bixby Corporate Limits



DEERFIELD
CREEK

17-14 27



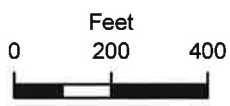


S 145th E AVE

E 169th ST S

64

E 171 ST S



Subject
Tract

**DEERFIELD
CREEK**

17-14 27

Note: Graphic overlays may not precisely
align with physical features on the ground.

Aerial Photo Date: February 2016



PLAT No. _____

OWNER:
RHC REAL ESTATE, LLC
15631 SOUTH LEWIS AVE.
BIXBY, OKLAHOMA 74008
918-396-3136
CONTACT: SHANE ROLLER

ENGINEER:
JR DONELSON, INC.
12620 S.W. MEMORIAL DR., OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-344-3030
EMAIL: JRDON@TULSACOMAIL.COM
C.A. NO. 5611 EXP. 6-30-2019

DEERFIELD CREEK

AN ADDITION IN THE SW/4 OF SECTION 27,
T-17-N, R-14-E, TULSA COUNTY, OKLAHOMA

FINAL PLAT
ENDORSEMENT OF APPROVAL

Tulsa Metropolitan Area Planning Commission
Approval Date: _____

TAMC/ARCOS

COUNTY ENGINEER
Tulsa County Commissioner
Approval Date: _____

DATE: _____

The approval of this Final Plat will remain
in full force and effect only if the County
Commissioners signed it and filed in the
Office of the County Clerk before said
date.

Point of Commencement
Legal Description
Northwest Corner
of the SW/4, SEC 27

SURVEYOR:
AMERICAN EAGLE LAND SURVEYING, LLC
2023 WEST 111TH STREET
JENKS, OKLAHOMA 74037
CONTACT: DARRELL BIBLE
LICENSE NO. 1731
PHONE: 918-640-4162
EMAIL: darrellbible@gmail.com
C.A. NO. 6588 EXP. 5-30-2018

LEGEND	
BL	BUILDING LINE
I.P.	IRON PIN
CL	CENTER LINE
U/E	UTILITY EASEMENT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
FND	FOUND
CSMT	EASEMENT
SW/4	SOUTHWEST QUARTER
L.N.A.	LIMITS OF NO ACCESS
A.C.	ACCESS OPENING
ROW	RIGHT OF WAY
UNP	UNPLATTED

ADDRESSES	
BLOCK 1	
LOT 1	14509 E. 64 HIGHWAY S.
LOT 2	14709 E. 64 HIGHWAY S.
LOT 3	14809 E. 64 HIGHWAY S.
LOT 4	15107 E. 64 HIGHWAY S.
LOT 5	15405 E. 64 HIGHWAY S.
LOT 6	15703 E. 64 HIGHWAY S.
LOT 7	16001 E. 64 HIGHWAY S.

CERTIFICATE

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

I, _____ (Tulsa County Clerk, in and
for the County and State of Oklahoma above
named, do hereby certify that the foregoing is
a true and correct copy of a like instrument
now on file in my office.

Dated the _____ day of _____
Tulsa County Clerk

Deputy _____

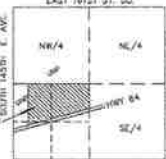
NOTE: ADDRESSES SHOWN ON THIS PLAT
WERE PROVIDED BY TULSA COUNTY AND
WERE ACCURATE AT THE TIME THIS PLAT
WAS FILED. ADDRESSES ARE SUBJECT
TO CHANGE AND SHOULD NEVER BE
RELIED ON IN LIEU OF LEGAL DESCRIPTIONS.

THE BASIS OF BEARINGS FOR THE
SURVEY SHOWN THEREON IS THE
WEST LINE OF SW/4 OF SAID SECTION 27,
S 00°04'16" W.

THIS PLAT MEETS THE OKLAHOMA MINIMUM
STANDARDS FOR THE PRACTICE OF LAND
SURVEYING AS ADOPTED BY THE OKLAHOMA
STATE BOARD OF LICENSURE FOR
PROFESSIONAL ENGINEERS AND SURVEYORS



SUBDIVISION CONTAINS:
NO. LOTS 7, NO. BLOCKS 1
AREA: 63.88 ACRES
FILE: CH/HELLER/PLAT0418/010
DATE PREPARED: APRIL 19, 2018



TULSA COUNTY
SECTION 27
LOCATION MAP

SCALE: 1"=200'

UNPLATTED

SCALE: 1"=100'

DEERFIELD CREEK
Date of Preparation:
APRIL 19, 2018
Sheet 1 of 3

11.5

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
DEERFIELD CREEK

KNOW ALL MEN BY THESE PRESENTS:

RMC Real Estate, LLC, an Oklahoma Limited Liability Company, and
Blaine Patterson and Samantha A. Patterson, husband and wife, collectively
the "Owners" of the following described land in Tulsa County, Oklahoma,
(the "Property"), to-wit:

RMC Real Estate, LLC, its successor or assigns is the owner of Lots 2, 3,
4, 5, 6, and 2, Block 1, referred to as the (Developer), being described
in Tulsa County, Oklahoma, (the "Property"), to-wit:

LEGAL DESCRIPTION:

All that part of the Southwest Quarter (SW/4), lying North of U.S.
Highway 64, LESS AND EXCEPT, The West Five Hundred Ten (510)
feet of Section Twenty-seven (27), Township Sixteen (16) North,
Range Fourteen (14) East of the Indian Base and Meridian, Tulsa
County, State of Oklahoma, being more particularly described by metes
and bounds as follows, to-wit:

Commencing at the Northwest corner of the Southwest Quarter of
Section Twenty-seven (27), Township Sixteen (16) North, Range
Fourteen (14) East, thence N 89°50'37" E, and along the North line
of the Southwest Quarter of said Section 27, for 1308.02 feet to the
POINT OF BEGINNING;

thence continuing N 89°50'37" E along said North line of the Southwest
Quarter, for 1343.17 feet to the Northeast corner of the said Southwest
Quarter, thence S 60°04'16" E along the East line of said Southwest
Quarter, for 1712.48 feet to the North Right-of-Way line
of U. S. Highway 64, thence S 74°51'00" W along said Right-of-Way, for
2191.85 feet thence N 60°04'16" E parallel with the West line of
said Southwest Quarter, for 275.76 feet thence N 45°37'52" E for 141.70
feet, thence N 89°50'52" E for 557.94 feet, thence N 01°20'46" E
for 500.14 feet to the point at beginning.

and

Blaine Patterson and Samantha A. Patterson, husband and wife, their successor
or assigns is the owner of Lot 1, Block 1, being described in Tulsa County,
(the "Property"), to-wit:

LEGAL DESCRIPTION:

All that part of the Southwest Quarter (SW/4), lying North of U.S.
Highway 64, LESS AND EXCEPT, The West Five Hundred Ten (510)
feet of Section Twenty-seven (27), Township Sixteen (16) North,
Range Fourteen (14) East of the Indian Base and Meridian, Tulsa
County, State of Oklahoma, being more particularly described by metes
and bounds as follows, to-wit:

Commencing at the Northwest corner of the Southwest Quarter of
Section Twenty-seven (27), Township Sixteen (16) North, Range
Fourteen (14) East, thence N 89°50'37" E, and along the North line
of the Southwest Quarter of said Section 27, for 1310.02 feet to the
POINT OF BEGINNING of Lot 1, Block 1;

thence continuing N 89°50'37" E along said North line of the Southwest
Quarter, for 798.02 feet thence S 01°20'46" W for 500.14 feet, thence
S 89°50'57" W for 692.94 feet, thence S 44°52'36" W for 141.70 feet,
thence S 60°04'16" W for 970.78 feet to a point on the North Right-of-Way
line of U. S. Highway 64, thence S 74°51'00" W along said Right-of-Way, for
110.6 feet, thence N 60°04'16" E parallel with the West line of
said Southwest Quarter, for 1587.81 feet to the point at beginning.

And have caused the above described tracts of land to be collectively surveyed,
platted, plotted and subdivided into (7) lots and one (1) block, to-wit:
with the accompanying Plat, and have designated the subdivision as "DEERFIELD CREEK"
a subdivision in Tulsa County, Oklahoma.

NOW, THEREFORE, Developer hereby declares that all of the Property described
above shall be held, conveyed, and conveyed subject to the following
covenants, conditions, restrictions, reservations, easements, liens and charges all
of which are for the purpose of enhancing and protecting the value, desirability,
and attractiveness of DEERFIELD CREEK (the "Subdivision"). These covenants, restrictions,
reservations, easements, liens and charges shall run with the real
property and shall be binding on all parties having or acquiring any right, title
or interest in the Property or any part thereof, their heirs, successors and assigns.

SECTION I. EASEMENTS AND UTILITIES

Now, therefore, the Owners hereby dedicate for the public use the easements
and rights of way as shown for the stated purposes of constructing, maintaining,
operating, repairing and removing or placing any one and all public utilities,
including storm sewers, electric, cable television, water lines and gas lines,
gas lines and water lines, and cable television lines, together with all fittings
and equipment for each of such facilities, including the poles, wires, conduits,
pipes, valves, meters and other such appurtenances thereto with the
right of ingress and egress to and upon such easements and rights of way
for the use and purposes stated above. However, the Owners hereby
reserves the right to construct, maintain, operate, lay and re-lay water lines
together with the right of ingress and egress over, across and along all of the
utility easement areas as shown on the plat for the purpose of furnishing
services to the area included within the plat.

The Owners do hereby relinquish the rights of ingress and egress to the
(7) seven lot described above as property within the bounds designated as
the Subdivision (S.D.M.) and shown on the plat, and do hereby
relinquish, affirm, or authorize by the County of Tulsa and approved by the Tulsa
County Planning Commission, the Oklahoma Department of Transportation, the
Statutes and laws of the State of Oklahoma pertaining thereto. The foregoing
covenant shall be enforceable by Tulsa County, Oklahoma, or its successors,
and the owner(s) of each lot agrees to be bound thereby.

FURTHER, the Owners, for the purpose of providing and orderly development
of the property above described, hereby authorize and consent to the use of the
lot for the purpose of installing adequate restrictions for the mutual benefit
of the undersigned Developer, its successors, grantees and assigns,
and hereby impose the following restrictions and covenants, which shall be
enforceable on the lots within DEERFIELD CREEK:

A. Storm Sewers and Sanitary Sewers

In connection with the provisions for water services and sanitary sewer service
of all the Lots in DEERFIELD CREEK are subject to the following covenants
and restrictions, to-wit:

1. Landscaping and Paving Repair. The owner of each lot shall be responsible
for the repair and replacement of any landscaping and paving located within
the utility easements at the event it is necessary to repair any underground water
main. No lot owner shall plant any trees or shrubbery in designated utility
easements or right-of-way which would potentially endanger, threaten or harm
any water utilities located within said easements or right-of-way. If it is
determined that any trees or shrubbery located within said easements or
right-of-way, the City of Tulsa shall have the right to remove said trees or
shrubbery when the (3) days notice thereof of the lot owner's expense, or
within such time the lot owner may remove same.
2. The owner of each lot shall be responsible for the protection of the private
sanitary sewer facilities located in their lot and shall prevent the alteration of
grade or any construction activity which may interfere with the sanitary sewer
facility.
3. Sanitary Sewage shall be disposed of by individual on-site Oklahoma
Department of Environmental Quality (ODEQ) approved aerobic sewage
disposal systems. No other aerobic sewage disposal systems shall be
allowed without written approval from the Developer. All sewage disposal
systems shall be installed and maintained in accordance with the rules
and regulations set forth by the Oklahoma Department of Environmental
Quality.
4. Waterlines less than 4" in diameter are private service lines and the
ownership, maintenance, repair, removal and/or replacement shall be the
responsibility of the property owners served by said services lines.

B. Electric, Telephone, Cable Television and Natural Gas Service

In connection with the installation of underground electric, telephone,
cable television and natural gas services, all lots are subject to the
following:

1. Overhead pole lines for the supply of electric service, telephone and
cable television service may be located along the South and West lines
of the subdivision. Street light poles or standards may be served
by underground cables and lines throughout said addition, or utility
lines including electric, telephone, cable television and gas lines, shall be
located underground, in the easement area designated for the general
utility services on the accompanying plat. Service pedestals and
transformers, as sources of supply of secondary voltage, may be located in
this easement area.
2. Except to houses on lots described in paragraph "1" above, which may
be served from overhead electric service lines, telephone lines and cable
television cables, underground service cables and gas service lines may
be run from the nearest service pedestal, transformer or nearest gas
main to the point of usage determined by the location and construction
of such structure as may be located upon the lot, provided that upon
the installation of such service cable or gas service line to a particular
structure, the supplier of electric service, telephone service, cable
television service, or gas service line to a particular structure, the
supplier of the service shall thereafter be deemed to have a definitive,
permanent, effective and non-retractable right-of-way easement on each
lot covering a five foot strip extending 2.5 feet on each side of such
service cable or line extending from the gas main, service pedestal or
transformer to the service entrance on the structure.

1. The supplier of electric, telephone, cable television and natural gas
services, through their proper agents and employees, shall at all times
have the right of access to all easement ways shown on the plat, or
provided for in this deed of dedication for the purposes of installing,
maintaining, removing, or replacing any portion of said underground
electric, telephone, cable television and gas facilities installed by the
supplier of the utility service.
2. The owner of each lot shall be responsible for the protection of the
underground electric, telephone, cable television and natural gas facilities
located on the property and shall prevent the alteration of grade or any
construction activity which may interfere with said electric, telephone,
cable television or natural gas facilities. Each supplier of service shall
be responsible for ordinary maintenance of underground electric, telephone,
cable television or natural gas facilities, but the owner of each lot will pay
for damage or relocation of such facilities caused or necessitated by the
acts of the owner of such lot or its agents or contractors.
3. The foregoing covenants concerning underground electric, telephone,
cable television and natural gas facilities shall be enforceable by the
supplier of electric, telephone, cable television or gas service, the developer
and the owner of each lot agrees to be bound thereby.

C. Poles and Foundations When Easements

The owner of each lot shall be responsible for the repair and replacement of
any landscaping and paving located within the utility easements at the event it
is necessary to repair any underground water main or public storm sewer. No
lot owner shall plant any trees or shrubbery in designated utility easements or
right-of-way which would potentially endanger, threaten, or harm any public
utilities located within said easements or right-of-way. If it is determined that
any trees or shrubbery located within said easements or right-of-way are
damaging or endangering utilities in said easements or right-of-way, the City
of Tulsa or the supplier of electric, telephone, cable television or gas service
within the Property shall have the right to remove said trees or shrubbery upon
five (5) days notice thereof at the lot owner's expense, or within such time the
lot owner may remove same.

D. Storm Sewer

1. Tulsa County, or its successors, through its proper agents and
employees, shall at all times have right of access with their equipment
to all storm sewer easements for the purpose of installing, maintaining,
removing or replacing any portion of the underground storm sewer system.
2. Tulsa County, or its successors, shall be responsible for ordinary
maintenance of the public storm sewer system, but the owner of each lot
will pay for damage or relocation of such system caused or necessitated by
acts of the owner of each lot or its agents or contractors.
3. The owner of each lot shall be responsible for the protection of the
storm sewer located on their lot and shall prevent the alteration of grade or
any construction activity which may interfere with said storm sewer.
However, the utility easement areas designated on the accompanying plat, the
alteration of grade from the contours existing upon the completion of the
installation of storm sewer, or any construction activity which would interfere
with storm, shall be prohibited.
4. The foregoing covenants concerning the public storm sewer system shall
be enforceable by Tulsa County, or its successor or the developer, and the
owner of each lot agrees to be bound thereby.

SECTION II. RESTRICTIONS AND PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the Addition and for
maintaining conformity of the improvements therein, the following restrictions
and covenants are hereby imposed upon the use and occupancy of the lots
within the Addition.

ARCHITECTURAL GUIDELINES

A. DEVELOPER its successor(s) or assigns, shall exercise authority to:

1. Approve all plans for any structure to be built on any lot;
2. Be responsible for interpreting the development and construction standards
contained herein;
3. Require that no building or improvements may be commenced on any lot
in the Addition without first obtaining the written approval from Tulsa County.
The architectural plans to be submitted and approved by Tulsa County shall
include, at a minimum, the following with regard to each improvement to be
constructed on any lot in the Addition:
 - a. An accurate site plan;
 - b. No accurate floor plan;
 - c. All exterior elevations;
 - d. Any other plans or information requiring the approval of Tulsa
County or its representatives pursuant to Section I of this Deed of Dedication.
4. The Developer its successor(s) or assigns shall have the right
to enter upon any lot and any dwelling or improvements thereon at any time
during construction, with or without notice to the lot owner or his contractors,
for the purpose of inspecting any improvements being constructed thereon,
to determine if said improvements are in compliance with the approved plans and
specifications, the architectural guidelines and the covenants.
5. No Manner as to Plans. Notwithstanding anything herein to the contrary,
the Developer, its successor(s) or assigns shall not be liable for any approval,
disapproval or failure to approve any plans or specifications hereunder, and its
approval of building plans shall not constitute a warranty of or
responsibility for building methods, materials, procedures, structural design,
grading, drainage, restrictive covenant compliance or code compliance.
The approval, disapproval or failure to approve any building plans shall not
be deemed a waiver of any restrictions unless the Developer its successor(s)
or assigns is herein authorized to grant the waiver. It is the responsibility
of each lot owner, and not the Developer its successor(s) or assigns, to
insure that subject lot, and all improvements thereon, are and shall be
in full compliance with all relevant codes, standards and requirements and
covenants and restrictions imposed upon the Addition.

B. RESIDENTIAL DWELLING AND LOT IMPROVEMENTS. In addition to the
Architectural Guidelines, the following standards shall apply to all dwellings and
improvements in the Addition.

1. Dwellings. Unless waived by the Developer in writing, the following
standards shall apply to all dwellings in the Addition:
 - a. Dwelling Size. All single story dwellings shall have a minimum
living space of at least 2,500 square feet. Dwellings in excess of a single
story shall have a minimum living space of 1,500 square feet at the lower
level and a total minimum living space of at least 2,500 square feet. Square
footage shall be computed on measurements over brick of the living space
exclusive of porches, patios, and garages.

- b. Masonry. All dwellings shall have at least seventy percent
(70%) of exterior walls thereof constructed of masonry. The front exterior walls
of the dwelling shall be constructed of brick, stone or stone veneer on a stone plate
line; provided, however that the area of all windows, covered porches and doors
located in the exterior walls shall be excluded in the determination of the cost
of said exterior walls. The Developer reserves the right to permit dried brick
or similar exterior construction material in lieu of brick, stone or stone.
All exposed foundations shall be of masonry, brick, stone or stucco.

c. Patio Covers and Carports. All patio covers and carports shall be
an integral part of the residence such that they are contained within the rearline and
shall be constructed with the same design, single color and materials as the residence.

- d. Driveways. All driveways into a lot from any street shall not be
less than twelve (12) feet in width and shall extend to the edge of the street
surface materials. Each driveway will have a headwall constructed to (GDOT)
Oklahoma Department of Transportation Standards.
The drainage culverts underneath the driveways shall be made of CDM or HDPE
pipe or equal or better. The ends of such culverts shall not extend beyond
the headwalls. The diameter of such culverts shall be approved by Oklahoma
Department of Transportation and such culverts shall be carefully set on grade
so as to permit the free flow of storm water through the culvert.

- e. Roof Materials, Pitch. The roof of the dwelling shall have a
pitch of at least 6/12 over 75 percent of the total roof area, and none of
the roof area shall have a pitch of less than 6/12. Roof materials shall be
hardwearing if or equal composition shingles and/or metal roofs and shall be born earth
tone in color to resemble weathered wood. All external roof vents and plumbing
shall be painted to match the color of the dwellings.

- f. Chimney. All chimneys shall contain a brick veneer or masonry
comforming to the dwelling up to the bottom plate-line.

- g. Vents and Chimney Caps. All exposed inset metal flashings, vent
pipes and chimney caps shall be painted.

2. Set-back Lines. No buildings, outbuildings, structures, or parts thereof
shall be constructed or maintained on lots nearer to the property lines than the
set-back lines provided herein or shown on the accompanying plat. Unless
otherwise provided by easement or set-back lines shown on the accompanying
plat, the minimum building set-back lines for dwellings or other outbuilding
structures shall be:

Front yard:	100 feet
Side yard:	50 feet
Backyard:	50 feet
Other side yard:	100 feet

3. Outbuildings. All outbuildings shall be erected and maintained even with
or behind the front line of the residence. All outbuildings are to be constructed of
colored metal, masonry, brick, stone, wood or stucco. No existing or off-site built
structure shall be moved onto or placed on any lot unless approved in writing by the
Developer, his successor(s) or assigns. Outbuildings greater than 5000 sq. ft. must be
approved by the Developer, his successor(s) or assigns and Tulsa County.

4. No mobile homes or manufactured housing units shall be maintained, allowed,
or permitted on any lot in "DEERFIELD CREEK".

5. No structure of a temporary character, trailer, basement, shack, garage, barn
or other outbuilding erected on any lot in "DEERFIELD CREEK", shall be used as a
residence, except, however, during seasons in a barn or other outbuilding may be
used occasionally for lodging purposes and/or may be used for residential purposes
for no more than two (2) consecutive years total, including during the construction
of a single family residence on the lot, which shall take no more than one (1) year.

6. Antennae. No television, radio, or other antennae, and no reception
devices exceeding sixfeet (18) inches in diameter shall be constructed or
maintained on any lot. Cellular towers or other communications facilities of
substantial size are prohibited.

C. LOT USE AND RESTRICTIONS

1. Lot Use. Lots shall be used only for residential single-family purposes.
No lot shall be used for any business, commercial or manufacturing purposes,
provided, however, the Developer may permit a model home or similar sales
office to be implemented and maintained by a builder for a fixed time period,
at the Developer's sole discretion. No residential lot may be subdivided to
accommodate two or more separate owners or dwellings. No structure that has
been placed, erected or permitted to remain on any residential lot shall
exceeds three (3) stories in height. Structures not meeting a specific building
code identified by Tulsa County may not be constructed on any lot.

2. Noise/Nuisance. No noxious or offensive activity of any sort shall be
permitted nor shall anything be done on any residential lot which may be or
may become an annoyance or nuisance to the Addition. No exterior speakers,
burn, whistle, bell, or other sound devices, except security and fire devices used
exclusively for security and fire purposes, shall be located, used or placed on a
residential lot. Activities expressly prohibited, are those which may be offensive
by reason of odor, fumes, dust, smoke, noise, vibration, or pollution, or
which are hazardous by reason of excessive danger, fire, or explosion.

1. Animals.

Horses and cattle may be maintained, pastured and kept on a lot. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. Hogs/pigs are not allowed to be kept on any lot.

4. Lot Maintenance. All residential lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the owner or occupant of all residential lots shall keep all weeds and grass thereon cut and shall in no event use any residential lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. All yard equipment or storage piles shall be kept screened from view of neighboring lots, streets, or other property.

5. Wind Generators. No wind generators shall be installed on any lot.

6. Swimming Pools. Above-ground pools are prohibited, unless approved by the Developer. All pool service equipment shall be fenced.

7. Clothes Lines. The drying of clothes in public view is prohibited.

8. Aircraft. No helicopters, hovercraft, or other aircraft shall be landed, stored or parked within the Addition.

9. Storage. No outside storage or keeping of building materials, or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing. Inoperative vehicles or machinery shall be stored in an enclosed garage.

10. Vehicles

A maximum of (2) recreational vehicles, travel trailers and boats, or any combination thereof (collectively "recreational vehicles") shall be stored outside on any lot. The same shall be stored or parked for extended periods of time even with or behind the residence. Recreational vehicles in excess of two (2), must be stored in an enclosed garage or outbuilding.

11. Signs. No sign of any kind shall be displayed to the public view on any residential lot, except one sign of not more than twelve (12) square feet.

12. Waste. No residential lot shall be used or maintained as a dumping ground for refuse, trash, garbage or other waste. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all residential lots shall be kept in a clean, neat and sanitary manner. All residential lots and all easements thereon shall be kept clean, neat and mowed to the street.

13. Compliance with Code. All residential lots are subject to the uses, restrictions, building codes and requirements of Tulsa County.

SECTION III. DEVELOPER'S RESERVED RIGHTS

1. In General. In addition to any rights or powers reserved to Developer or granted to Developer under the provisions of this DEERFIELD CREEK Deed of Dedication, Developer shall have the rights and powers set forth in this Section III. Anything in this Deed of Dedication to the contrary notwithstanding, the provisions set forth in this Article shall govern.

2. Promotion of DEERFIELD CREEK. In connection with the promotion, sale or rental of any improvements upon any property in the subdivision, Developer shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things it, or its such Property as Developer may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Developer may deem advisable.

3. Construction on the Property Within the Addition. Developer is hereby granted the right and power to make such improvements in any lot within the Addition as Developer deems to be necessary or appropriate. Developer may permit such builders and other contractors access to and upon the Property as Developer may wish and subject to such limitation and condition as Developer may require. Developer and its respective agents and contractors shall have the right of ingress, egress and parking on such Property and the right to store construction equipment and materials on such Property without the payment of any fee or charge whatsoever.

4. Other Rights. Developer shall have the right and power to execute all documents and do all other acts and things affecting the subdivision which Developer determines are necessary or desirable in connection with the rights of Declaration under this Deed of Dedication.

SECTION IV. ENFORCEMENT

1. GOVERNING DOCUMENTS

The addition's governing documents shall consist of the following documents as they may be amended: (a) This Plat and Deed of Dedication,

The governing documents apply to all lot owners and occupants of the property within the Addition as well as to other respective tenants, guests and invitees. If a dwelling on a lot is rented, the lease shall provide that the tenant and all occupants of the leased lot are bound by and obligated to comply with the Governing Documents. If any court should determine any provision of the Governing Documents is invalid or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provisions.

2. ENFORCEMENT

Every owner and occupant of a lot shall comply with the requirements and restrictions of the Plat and Deed of Dedication. The provisions of Section I, hereof may be enforced by Tulsa County or the Developer. The provisions of Section II, hereof may be enforced by the Developer or the owner of any lot.

3. CORRECTION ASSESSMENT

In the event that the owner of any lot shall violate any covenant herein, the Developer shall have the right, upon five (5) days advance notice to the owner of the lot where the covenant violation(s) exists, and provided such violation is not corrected within the time period provided for in the notice, to enter upon said lot to remedy the violation(s). The cost for curing the violation(s) shall thereupon be assessed against the lot and shall be a lien on such lot, which may be enforced and foreclosed pursuant to the provisions of 42 Oklahoma Statutes Sections.

SECTION V. MISCELLANEOUS, AMENDMENT

1. NO WAIVER

The failure of the Developer, owner, or any grantor, or any successor in title, to enforce any given restriction or covenant, or to take any legal action, shall not constitute a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

2. SEVERABILITY

Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

3. DISCLAIMER OF WARRANTY

Except as expressly provided in writing, Developer makes no warranty, expressed or implied, regarding the addition, including (without limitation) any improvement therein, the sufficiency of utilities, the improvement, including without limitation any express or implied warranty of merchantability, habitability, safety, fitness or suitability for any particular purpose or use or any warranty of quality.

4. BINDING EFFECT; AMENDMENT

The covenants, conditions and restrictions of this declaration shall run with the land, and shall be binding upon all parties and all persons claiming under them, and shall be in the benefit of and be enforceable by the Developer, and the owner of any lot subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years. The covenants and restrictions of this declaration may be amended, in whole or in part, modified, added to or changed at any time during the first fifteen (15) year period by an instrument signed by the Developer, its successor(s) or assigns and thereafter at any time by an instrument signed by the Developer, its successor(s) or assigns. Any amendment must be properly recorded with the Tulsa County Clerk. Notwithstanding the foregoing or anything else herein to the contrary, the Developer, its successor(s) or assigns, reserves the right to grant variances from any term, covenant or restriction of this Plat, Deed of Dedication and Restrictive Covenants, provided hereby and the following Special 3 Special Amendment, may be amended as follows:

5. SPECIAL AMENDMENT

This Declaration may be amended unilaterally by Developer at any time (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this declaration; (iii) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this declaration; (iv) to correct errors and make clarifications or additions in this declaration; or (v) to modify or add to the provisions of this declaration to appropriately cover situations and circumstances which Developer believes, in its reasonable judgment, have not been adequately covered and would not have a material and adverse effect on the marketability of lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to make or consent to any such amendment on behalf of each owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power to Developer to make, execute and record such amendments. The right and power of the Developer to make such amendments hereunder shall terminate at such time as Developer has sold all of its lots in the addition, after which time such amendments can be made by the approval of at least four (4) of the seven (7) lots in the Addition by written instrument filed in the records of the County Clerk of Tulsa County, Oklahoma.

In witness whereof, Shane Reller, has executed this instrument this _____ day of _____, 2018.

Owner of Lots 2,3,4,5,6,7, Block 1
HVC Real Estates, LLC

By:

Shane Reller, Manager

STATE OF OKLAHOMA)

SS.

COUNTY OF TULSA)

Before me, a Notary Public in and for said state and county, on this _____ day of _____, 2018, personally appeared Shane Reller, to me known to be the identical person who subscribed the name of HVC Real Estate, LLC, an Oklahoma Limited Liability Company, to the foregoing instrument, as Manager, and acknowledged to me that he executed the same as his free and voluntary act and deed and the free and voluntary act of such company for the uses and purposes therein set forth.

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

My commission expires: _____ Notary Public

Commission No. _____

In witness whereof, Blake Palmason and Samantha A. Palmason, husband and wife, owners of Lot 1, Block 1, have executed this instrument this _____ day of _____, 2018.

Blake Palmason

Samantha A. Palmason

By:

Owner of Lot 1, Block 1

By:

Owner of Lot 1, Block 1

STATE OF OKLAHOMA)

SS.

COUNTY OF TULSA)

Before me, a Notary Public in and for said state and county, on this _____ day of _____, 2018, personally appeared Blake Palmason and Samantha A. Palmason, husband and wife, to me known to be the identical persons who subscribed their names to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: _____ Notary Public

Commission No. _____

SURVEYOR'S CERTIFICATE

I, Darrell Bible, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the lands that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this _____ day of _____, 2018

Darrell Bible, P.L.S. #17331
C.A. No. 8598

Exp. 6-30-18

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 _____, 2018, personally appeared Darrell Bible, to me known to be the identical person who executed the 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 the day and year last above written.

Notary Public

My Commission expires: _____



Tulsa Metropolitan Area
Planning Commission

Case : St. Joseph Church

Hearing Date: May 16, 2018

Case Report Prepared by:

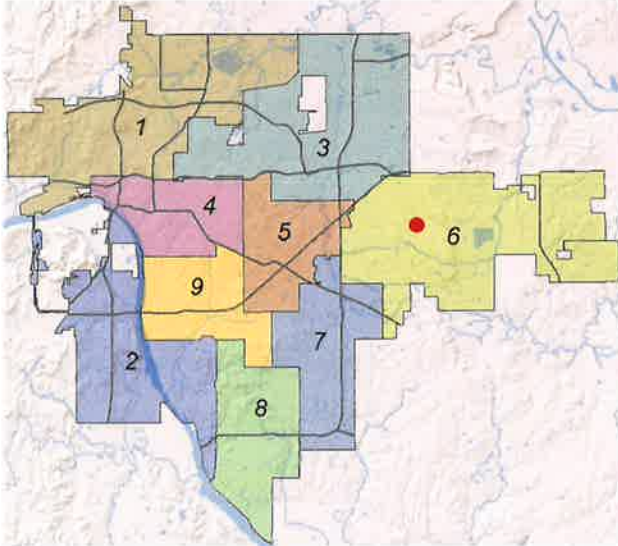
Nathan Foster

Owner and Applicant Information:

Applicant: Wallace Engineering

Owner: Most Reverend David A. Konderla

Location Map:
(Shown with City Council districts)



Applicant Proposal:

Preliminary Plat

1 lot, 1 block, 7.38 ± acres

Location: East of the northeast corner of East 21st Street South and South 145th East Avenue

Zoning: RS-3 (Residential Single Family - 3)

Staff Recommendation:

Staff recommends **approval** of the preliminary plat

City Council District: 6

Councilor Name: Connie Dodson

County Commission District: 1

Commissioner Name: Mike Craddock

EXHIBITS: Site Map, Aerial, Land Use, Growth & Stability, Preliminary Plat Submittal, Conceptual Improvements

PRELIMINARY SUBDIVISION PLAT

St. Joseph Church - (CD 6)

East of the northeast corner of East 21st Street South and South 145th East Avenue

This plat consists of 1 lot, 1 block on 7.38 ± acres.

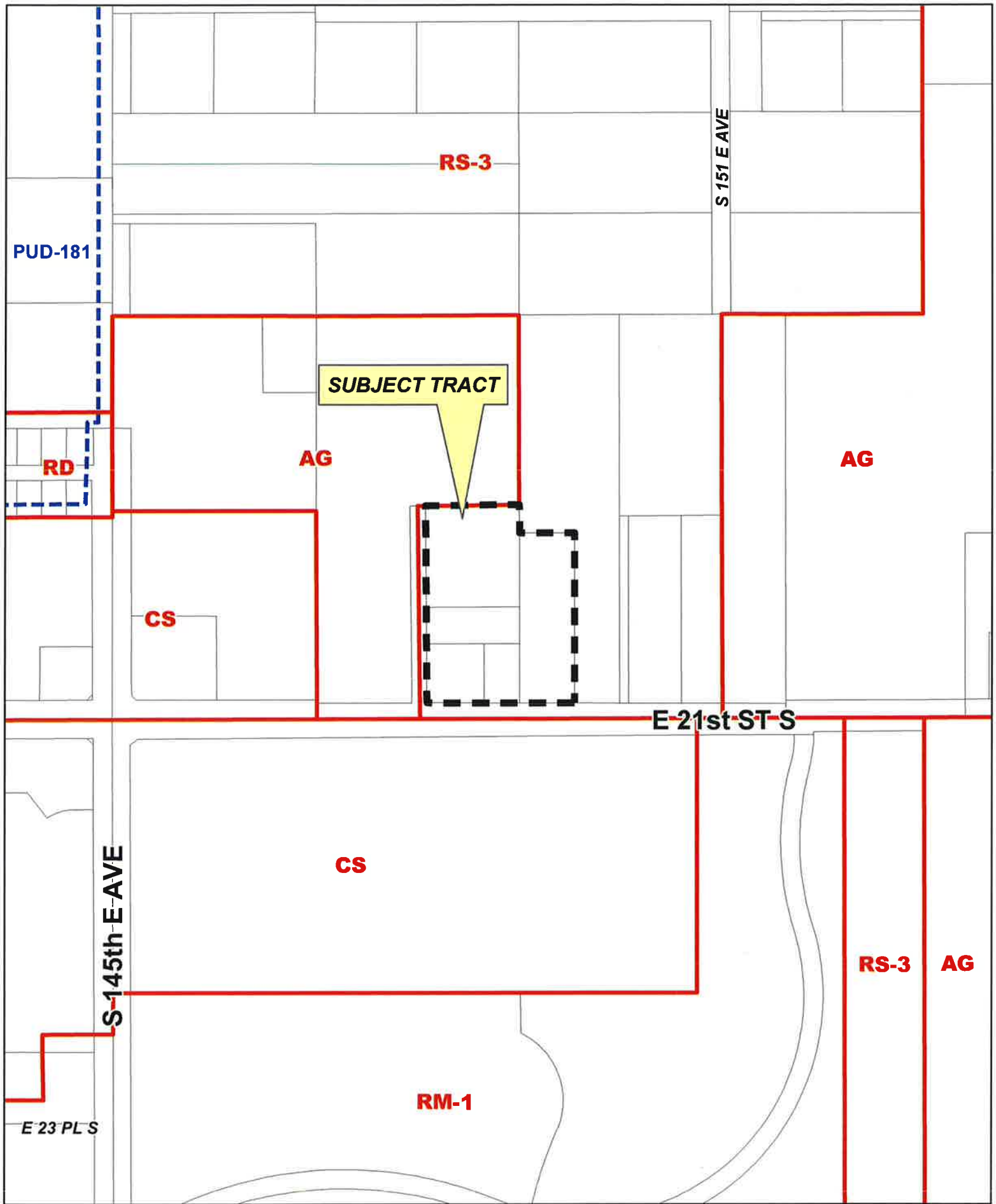
The Technical Advisory Committee (TAC) met on May 3, 2018 and provided the following conditions:

1. **Zoning:** The property is zoned RS-3 (Residential Single Family – 3). The use of the property as a religious assembly was approved by the City of Tulsa Board of Adjustment (BOA-22245). The special exception approval triggers the requirement for platting.
2. **Addressing:** Label lot with assigned address prior to submittal of final plat.
3. **Transportation & Traffic:** Provide recording information for the right-of-way adjacent to the plat and dimension the width of each.
4. **Sewer:** Mainline extension required for sewer service. Final IDP must be approved prior to approval of the final plat.
5. **Water:** Mainline extension required for water service. Final IDP must be approved prior to approval of the final plat.
6. **Engineering Graphics:** Submit a subdivision control data sheet with final plat. Remove contours and improvements from final plat. Add "State of" before Oklahoma in the plat subtitle. Provide full information for owner, engineer, and surveyor on the face of the plat. Graphically show all property pins found or set associated with this plat. Add date of preparation. Correct location map to show platted properties and label all other property unplatted. Remove parcel lines from location map. Label plat in location map as "Site" or "Project Location".
7. **Fire:** No comments.
8. **Stormwater, Drainage, & Floodplain:** Storm water easements are required to convey any off-site drainage on site. No floodplain present on the lot.
9. **Utilities: Telephone, Electric, Gas, Cable, Pipeline, Others:** All utilities indicated to serve the site must provide a release prior to final plat approval. Provide a Certificate of Records Search from the Oklahoma Corporation Commission to verify no oil & gas activity on the site.

Waivers of Subdivision Regulations:

1. None requested

Staff recommends **APPROVAL** of the preliminary subdivision plat and requested subject to the conditions provided by TAC and all other requirements of the Subdivisions Regulations.



PUD-181

RS-3

S 151 E AVE

RD

AG

AG

CS

E 21st ST S

S 145th E AVE

CS

RS-3

AG

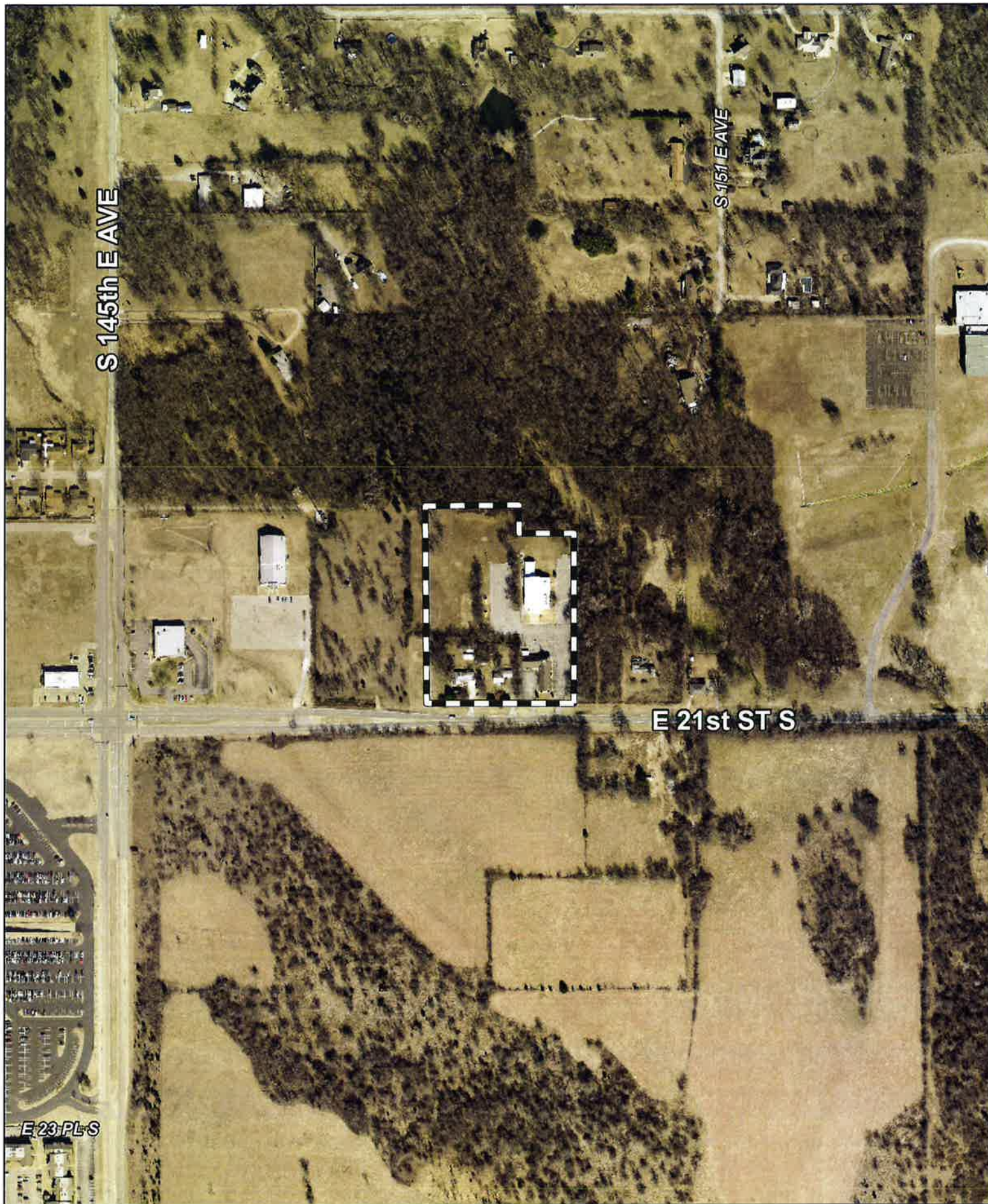
RM-1

E 23 PL S

**ST. JOSEPH
CHURCH**

19-14 10



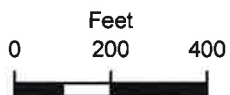


S 145th E AVE

S 151st E AVE

E 21st ST S

E 23rd PL S



Subject
Tract

ST. JOSEPH CHURCH

19-14 10

*Note: Graphic overlays may not precisely
align with physical features on the ground.*

Aerial Photo Date: February 2016





E 21st ST S

0 Feet 50 100



*Subject
Tract*

**ST. JOSEPH
CHURCH**

19-14 10

*Note: Graphic overlays may not precisely
align with physical features on the ground.*

Aerial Photo Date: February 2016



**SUBJECT TRACT
LAND USE PLAN
MIXED-USE CORRIDOR**

S 151 E AVE

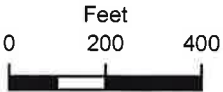
E 21st ST S

S 145th E AVE

E 23 PL S

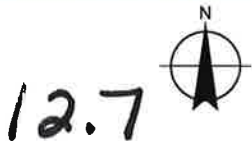
Land Use Plan Categories

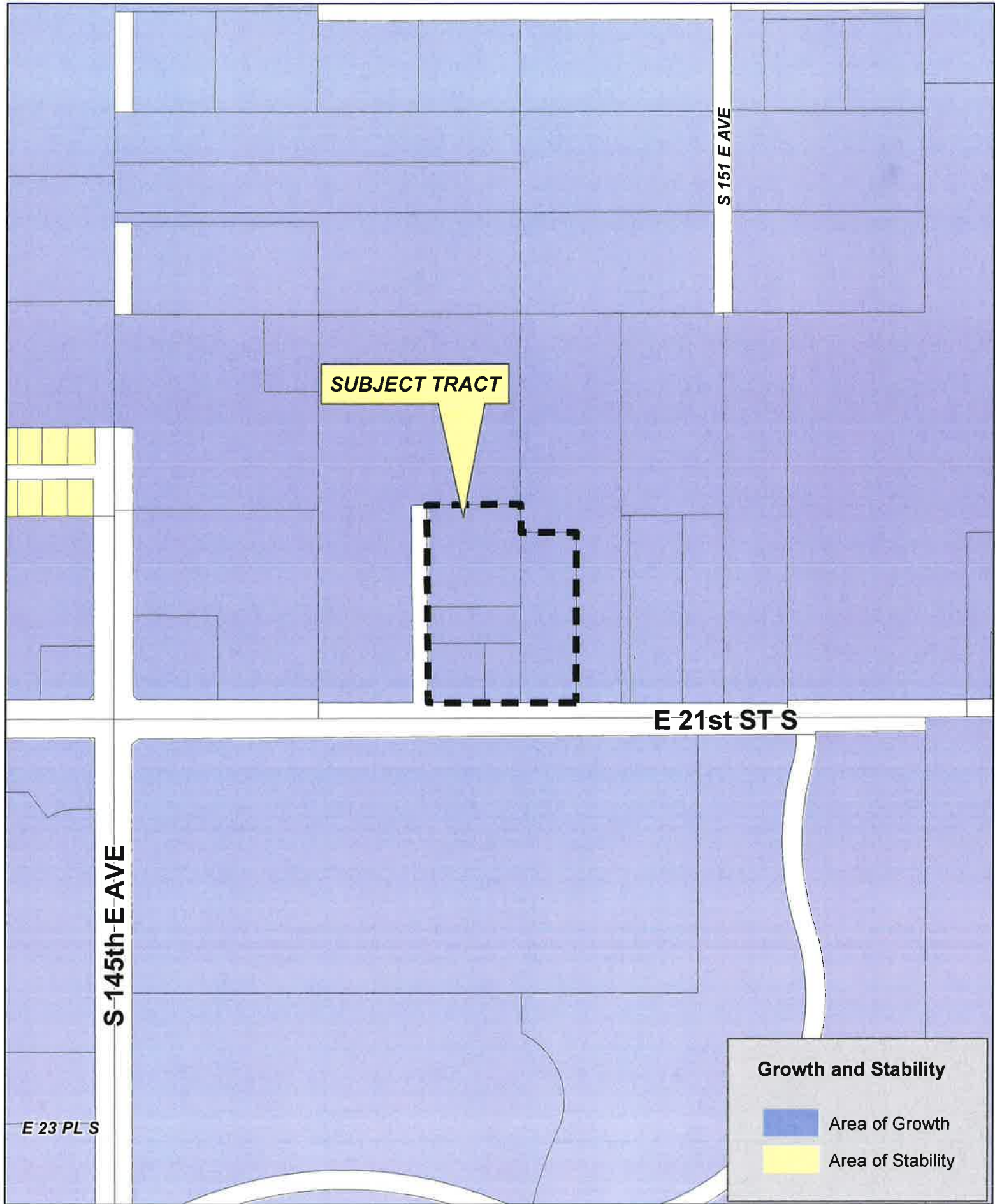
 Downtown	 Neighborhood Center
 Downtown Neighborhood	 Employment
 Main Street	 New Neighborhood
 Mixed-Use Corridor	 Existing Neighborhood
 Regional Center	 Park and Open Space
 Town Center	 Arkansas River Corridor



**ST. JOSEPH
CHURCH**

19-14 10





SUBJECT TRACT



S 151 E AVE

E 21st ST S

S 145th E AVE

E 23 PL S

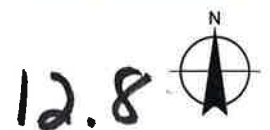
Growth and Stability

-  Area of Growth
-  Area of Stability



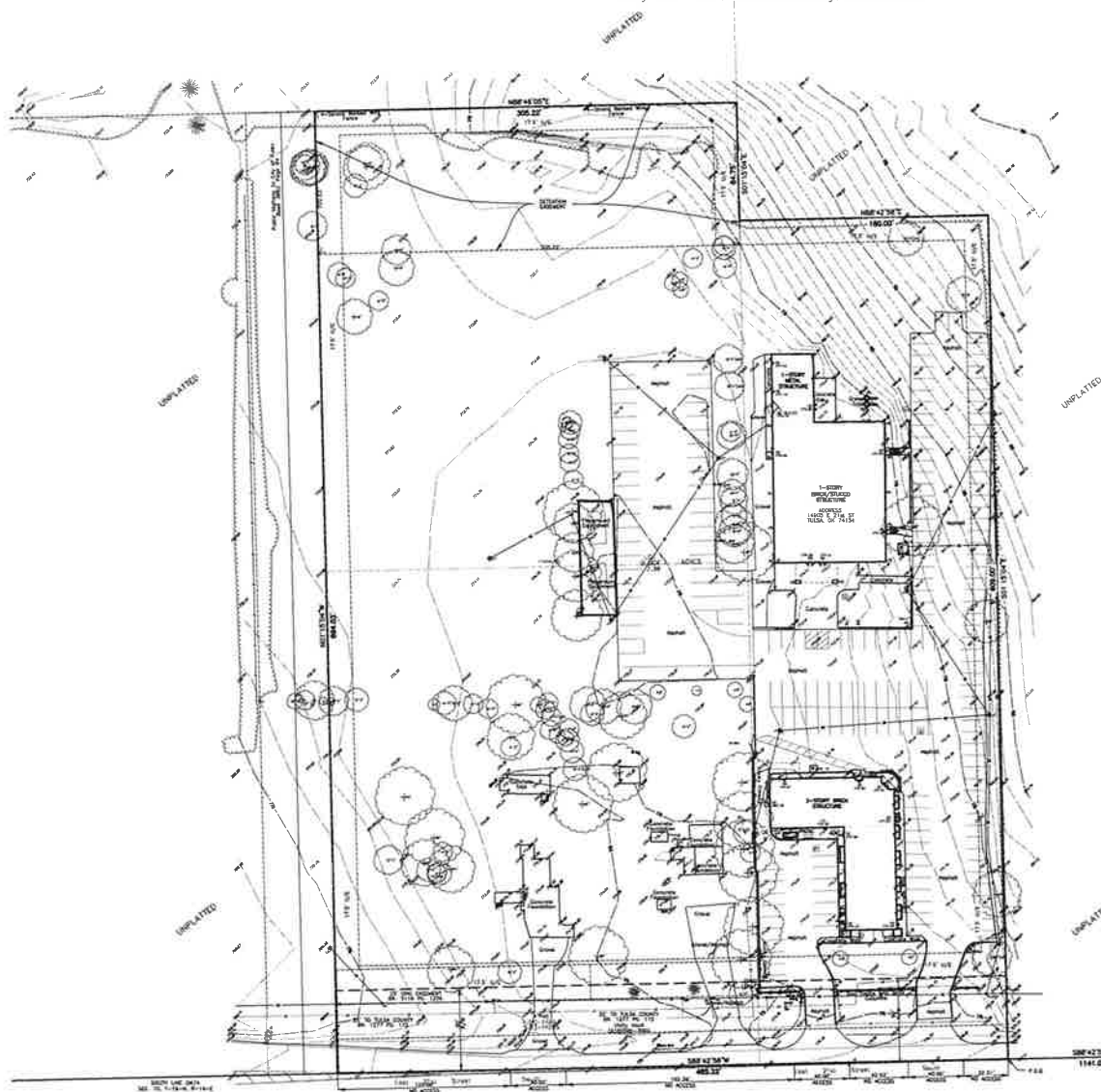
**ST. JOSEPH
CHURCH**

19-14 10



Legend

ALC	ALICE
COH	CORNER
PCH	POINT OF VIEW
POC	POINT OF VIEW
PROP	PROPERTY
SEC	SECTION
N	NORTH
E	EAST
S	SOUTH
W	WEST
O	ROUND SURVEY MONUMENT
●	SET SURVEY MONUMENT



DEVELOPER
WALLACE ENGINEERING
ADDRESS: 200 E. MAHLEW BL. OKLAHOMA CITY
TULSA, OK 74103
PHONE: (918) 584-5858

SURVEYOR
BENNETT SURVEYING, INC.
210 CHOUTEAU AVENUE
CHOUTEAU, OK 74337
TEL. (918) 478-7484
RPLS 1815, CA #4502,
EXP DATE 6/30/18

ADDRESS DISCLAIMER NOTE
ADDRESSES SHOWN ON THIS MAP ARE ACCURATE AS OF THE TIME THE MAP WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LISA DESCRIPTION.

Legal Description

A PART OF LAND THAT IS PART OF THE SURVEYED QUANTITY OF 594/4 AC OF SECTION 10 (10), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BAY AND MERCURY, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID 594/4, THENCE S86°42'58"W, ON THE SOUTH LINE OF SAID 594/4, FOR A DISTANCE OF 7141.00 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE OF SAID 594/4 WITH THE SOUTH LINE OF 493.22 FEET THENCE N10°15'04"W, FOR A DISTANCE OF 696.03 FEET THENCE N86°40'00"W, FOR A DISTANCE OF 365.22 FEET THENCE S01°00'00"W, FOR A DISTANCE OF 84.75 FEET THENCE N86°40'00"W, FOR A DISTANCE OF 180.00 FEET THENCE S01°00'00"W, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.53 ACRES MORE OR LESS.

Notes

1. ABSTRACT OF ALL OR AGENCY'S FILE OPINION NOT AVAILABLE TO SURVEYOR AT DATE OF SURVEY.
2. THIS FIRM WAS NOT CONTRADICTED TO RESEARCH EASEMENTS OR ENCUMBRANCES OF RECORD NOT ATTACHED TO RESEARCH. THE COUNTY HIGHWAYS IN OTHER RECORD OFFICES WAS PLANNED BY THIS FIRM. THE ABOVE EASEMENTS MAY AFFECT THE SUBJECT IMAGI FILE AND NOT RECORDED BY THIS FIRM.
3. ALL RECORDS ARE IN THE HANDS OF THE COUNTY RECORD OFFICE.
4. THE BASIS OF CLARIFICATION FOR THIS SURVEY IS BASED ON THE SOUTH LINE OF THE SW/4, SECTION 10, AS BEING SHOWN ON A


Surveyor's Statement

I, CLIFF BENNETT, HEREBY CERTIFY THAT THE ABOVE REPRESENTS A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS PRELIMINARY PLAT MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 11TH DAY OF APRIL, 2019.

BY CLIFF BENNETT, RPLS No 1815
APRIL 11, 2018
DATE OF STATEMENT



NO.	REVISION	DATE	BY		SCALE	1"=40'
					DRAWN BY:	
					DATE:	12-13-14
SURVEY BY: JGD					JOB	12-13-14
BOOK: PAGE:						
SURVEY DATE: 3/13/2018					PREPARED FOR: WALLACE ENGINEERING	

12.9

DEED OF DEDICATION
ST. JOSEPH CHURCH
A SUBDIVISION OF LAND IN THE CITY OF TULSA,
TULSA COUNTY, STATE OF OKLAHOMA

KNOW ALL BY THESE PRESENTS:

MOST REVEREND DAVID A. KONDZERA is the owner of the following described land in the city of Tulsa, Tulsa County, State of Oklahoma, to-wit:

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER OF SECTION 10 (10), TOWNSHIP 14N15E (15) NORTH, RANGE 10E15N (15) EAST OF THE ADAM BASIN AND MIDLAND, (TULSA COUNTY, STATE OF OKLAHOMA) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SW1/4, THENCE S89°42'28"W, ON THE SOUTH LINE OF SAID SW1/4, FOR A DISTANCE OF 111.00 FEET TO THE POINT OF BEGINNING, THENCE S88°42'28"W ON SAID SW1/4 FOR A DISTANCE OF 439.22 FEET, THENCE N01°20'29"W, FOR A DISTANCE OF 66.01 FEET, THENCE N88°42'28"E FOR A DISTANCE OF 305.22 FEET, THENCE S01°15'45"E, FOR A DISTANCE OF 84.75 FEET, THENCE N88°42'28"E FOR A DISTANCE OF 80.00 FEET, THENCE S01°15'45"E, FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.38 ACRES MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, SIGNED, PLATED AND SUBDIVIDED INTO 1 (ONE) BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAN, AND HAS DESIGNATED THE SUBDIVISION AS "ST. JOSEPH CHURCH," A SUBDIVISION OF THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA.

KNOWS

"TULSA" MEANS THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSOR(S) AS THE MUNICIPALITY WITHIN WHICH ST. JOSEPH CHURCH IS SITUATED.

"CITY COUNCIL" MEANS THE DULY ORGANIZED AND CONSTITUTED CITY COUNCIL OF THE CITY OF TULSA, OKLAHOMA.

"LOT" MEANS LOT 1, BLOCK 1, OF ST. JOSEPH CHURCH.

"OWNER" MEANS MOST REVEREND DAVID A. KONDZERA AS THE OWNER OF ST. JOSEPH CHURCH AND ALL OF THE LAND WITHIN ST. JOSEPH CHURCH.

"PLAN" MEANS THE SUBDIVISION PLAN OF ST. JOSEPH CHURCH ACCOMPANYING, AND WITH WHICH IS FILED, THIS DEED OF DEDICATION.

"ST. JOSEPH CHURCH" MEANS THE SUBDIVISION CREATED AND IMPLEMENTED HEREIN.

"TULSA" MEANS THE TULSA METROPOLITAN AREA PLANNING COMMISSION OR ITS SUCCESSOR(S) HAVING JURISDICTION OVER THE SUBDIVISION OF LAND IN THE CITY OF TULSA, IN TULSA COUNTY, OKLAHOMA.

"UTILITY EASEMENT" MEANS THE UTILITY EASEMENT DEPICTED AND DESIGNATED AS SUCH ON THE PLAN.

SECTION 1. PUBLIC STREETS AND UTILITIES:

A. PUBLIC STREET

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHT-OF-WAY FOR EAST 21ST STREET DEPICTED ON THE PLAN, TO THE EXTENT ANY PORTION OF SUCH STREET RIGHT-OF-WAY EXISTS BY VIRTUE OF PREVIOUS GRANTS OR DEDICATIONS OR ACQUISITIONS BY THE EXERCISE OF THE POWER OF Eminent Domain, THE OWNER HEREBY RELEASES ALL DEDICATIONS SUCH STREET RIGHT-OF-WAY IN HIS ENTIRETY AS SHOWN.

B. UTILITY EASEMENT

THE OWNER HEREBY FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENT DEPICTED ON THE PLAN FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL UNDERGROUND PUBLIC UTILITIES, INCLUDING WATER MAINS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRICITY POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE WAISTS, COUPLERS, PRESSES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES HERETO, WITH THE RIGHTS OF ACCESS AND EGRESS TO AND UPON THE UTILITY EASEMENT FOR THE PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR, REPLACE AND REPAIR WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, REPAIR, REPLACING AND REPLACING OVER, ACROSS AND ALONG THE UTILITY EASEMENT FOR THE PURPOSES OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN ST. JOSEPH CHURCH AND TO AREAS OUTSIDE OF ST. JOSEPH CHURCH TO THE EXTENT ANY PORTION OF SUCH UTILITY EASEMENT EXISTS AS A RESULT OF ANY PREVIOUS GRANTS OR DEDICATIONS OR ACQUISITIONS BY THE EXERCISE OF THE POWER OF Eminent Domain, THE OWNER HEREBY RELEASES ALL DEDICATIONS SUCH UTILITY EASEMENT IN ITS ENTIRETY AS SHOWN, THE OWNER IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER OF ANY LOT AND SHALL BE ENFORCEABLE BY THE CITY AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE STATED USES AND PURPOSES OF THE UTILITY EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT GRAVES, PARKING AREAS, CURBING, LANDSCAPING AND SIDEWALKS (EXCEPT THOSE THAT DO NOT CONSTITUTE AN OBSTRUCTION).

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT.

2. WITHIN THE UTILITY EASEMENT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS, BUT THE OWNER SHALL NOT BE LIABLE FOR DAMAGE OR REDUCTION OF SUCH FACILITIES CAUSED OR NECESSARY BY ACTS OF THE OWNER OR THE OWNER'S AGENTS AND/OR CONTRACTORS.

4. THE CITY SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO THE UTILITY EASEMENT DEPICTED ON THE PLAN OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY, AND THE OWNER AGREES TO BE BOUND BY THESE COVENANTS.

D. UTILITY SERVICES

1. ALL UTILITY LINES WITHIN ST. JOSEPH CHURCH, INCLUDING ELECTRICITY, TELEPHONE, COMMUNICATION, CABLE TELEVISION AND GAS LINES, SHALL BE LOCATED UNDERGROUND IN THE EASEMENT DEPICTED FOR GENERAL UTILITY SERVICES AND IN THE RIGHT-OF-WAY OF THE PUBLIC STREET AS DEPICTED ON THE PLAN STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLES AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENT.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN ST. JOSEPH CHURCH MAY BE DERIVED FROM THE NEAREST GAS MAIN, SERVICE PIEDestal, OR TRANSFORMER TO THE POINT OF SIGHT DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL GUARANTEE TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE EASEMENT ON THE LOT COVERING A 2-1/2 FOOT-WIDE STRIP EXTENDING 2 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PIEDestal, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE RESPECTIVE SUPPLIERS OF ELECTRICITY, TELEPHONE, COMMUNICATION, CABLE TELEVISION AND GAS SERVICES THROUGH THEIR AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO THE UTILITY EASEMENT DEPICTED ON THE PLAN OR OTHERWISE PROVIDED FOR WITHIN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND ELECTRICITY, TELEPHONE, COMMUNICATION, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH ELECTRICITY, TELEPHONE, COMMUNICATION, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL HAVE THE DUTY OF ALLOCATION OF SUCH FACILITIES CAUSED OR NECESSARY BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRICITY, TELEPHONE, COMMUNICATION, CABLE TELEVISION OR GAS SERVICE, AND THE OWNER AGREES TO BE BOUND BY THESE COVENANTS.

E. UNDERGROUND ELECTRIC AND COMMUNICATION

1. ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICE AND STREET LIGHTS SHOWN ON THE ATTACHED PLAN, STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLES.

2. ALL UTILITY LINES IN THE SUBDIVISION INCLUDING ELECTRICITY, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAN. SERVICE PIEDestALS AND TRANSFORMERS, AS SOURCES OF SUPPLY OF SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS.

3. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL THE UTILITY EASEMENT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL HAVE THE DUTY OF ALLOCATION OF FACILITIES CAUSED OR NECESSARY BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND THE OWNER AGREES TO BE BOUND BY THESE COVENANTS.

4. LIMITS OF NO ACCESS

THE OWNER HEREBY HEREBY RELEASES THE RIGHT OF ACCESS TO ALL PORTIONS OF THE PROPERTY ADJACENT TO EAST 21ST STREET SITUATED WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE PLAN, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE CITY, WITH THE APPROVAL OF THE CITY, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THEREIN, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY.

F. SURFACE DRAINAGE

THE LOT WITHIN ST. JOSEPH CHURCH SHALL RECEIVE AND DRAIN IN AN APPROPRIATE MANNER, THE STORM AND SURFACE WATERS FROM THE LOT AND DRAINAGE AREAS OF HIGHER ELEVATION, THE OWNER OF THE LOT SHALL NOT CONSIDERED FOR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS ACROSS THE LOT, THE CITY, THROUGH ITS AGENTS AND EMPLOYEES, SHALL HAVE THE RIGHT OF ACCESS TO ANY AFFECTED OWNER OF PROPERTY WITHIN ST. JOSEPH CHURCH AND BY THE CITY.

G. STORM WATER DETENTION EASEMENT

1. THE OWNER DOES HEREBY DEED TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DEPICTED AS NECESSARY MAINTENANCE OF DRAINAGE WATER, SANITARY SEWER, STORM SEWER, WATER, GAS, AND COMMUNICATION, CABLE TELEVISION OR ELECTRICITY FACILITIES WITHIN THE UTILITY EASEMENT, PROVIDED THE CITY OR THE SUPPLIER OF THE UTILITY SERVICE SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF SUCH ACTIVITIES.

2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORM WATER DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATION APPROVED BY THE CITY OF TULSA, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORM WATER DETENTION EASEMENT NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE STORM WATER DETENTION EASEMENT UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY OWNER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING NORMAL OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILLAGE.

5. LANDSCAPING APPROVED BY THE CITY OF TULSA, OKLAHOMA, SHALL BE ALLOWED WITHIN THE STORM WATER DETENTION EASEMENT.

6. IN THE EVENT THE OWNER SHOULD FAIL TO MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES PROPERLY OR IN THE EVENT OF THE PLACEMENT OF THE PLACEMENT OF THE ALTERATION OF GRADE WITHIN THE STORM WATER DETENTION EASEMENT, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER, IN THE EVENT THE OWNER FAILS TO PAY THE COSTS OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OR RECORD A COPY OF THE STATEMENT OF COSTS IN THE PUBLIC RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

H. SIDEWALKS

SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE TULSA'S SUBDIVISION REGULATIONS, REQUIRED SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED IN CONFORMANCE WITH CITY'S ENGINEERING DESIGN STANDARDS THE OWNER SHALL CONSTRUCT ALL REQUIRED SIDEWALKS.

I. PARKING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER SHALL BE RESPONSIBLE FOR THE REMOVAL OF DAMAGE TO LANDSCAPING AND PARKING OCCURRED BY INSTALLATION OF NECESSARY MAINTENANCE OF DRAINAGE WATER, SANITARY SEWER, STORM SEWER, WATER, GAS, AND COMMUNICATION, CABLE TELEVISION OR ELECTRICITY FACILITIES WITHIN THE UTILITY EASEMENT, PROVIDED THE CITY OR THE SUPPLIER OF THE UTILITY SERVICE SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF SUCH ACTIVITIES.

J. BUILDING PERMIT AND CERTIFICATE OF OCCUPANCY REQUIREMENTS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN ST. JOSEPH CHURCH SHALL BE ISSUED BY THE CITY UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SURROUNDING THE ISSUANCE, FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY BE ISSUED UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

SECTION 2

ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH AND COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION 1 (PUBLIC STREETS AND UTILITIES) AND SECTION 2 (COVENANTS AND ENFORCEMENT) RIGHTS PERTAINING THEREIN, AND ADDITIONALLY, THE COVENANTS WITHIN SECTION 1, WHETHER OR NOT SPECIFICALLY HEREAFTER STATED, SHALL RUN TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY, ITS OWNER OR ITS SUCCESSORS OR PERSONS OWNING THE LOT SITUATED WITHIN ST. JOSEPH CHURCH OR ANY PORTION THEREOF, OR THE CITY TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, TO PREVENT THEREIN, OR FROM THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY VIOLATING THE EQUIVALENT PROCEEDINGS WAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

B. DURATION

THESE COVENANTS AND RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL TERMINATED OR AMENDED AS SET FORTH HEREIN.

C. AMENDMENT OR TERMINATION

THE COVENANTS AND RESTRICTIONS HEREIN 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 TULSA CITY AND THE CITY.

D. SEVERABILITY

TERMINATION 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 OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

THIS DEED OF DEDICATION HAS BEEN EXECUTED AT TULSA, OKLAHOMA THIS _____ DAY OF _____, 2018.

MOST REVEREND DAVID A. KONDZERA

BY:

MOST REVEREND DAVID A. KONDZERA

STATE OF OKLAHOMA

COUNTY OF TULSA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2018, BY MOST REVEREND DAVID A. KONDZERA.

NOTARY PUBLIC

(SIGNATURE)

COMMISSION NO./EXPIRATION DATE: _____

CERTIFICATE OF SURVEY

I, A. WADE BENNETT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAN DESIGNATED AS "ST. JOSEPH CHURCH," A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING CURRENTLY ACCEPTED PRACTICES AND METHODS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

BY:

A. WADE BENNETT

REGISTERED PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. 1208

STATE OF OKLAHOMA

COUNTY OF TULSA

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2018, BY A. WADE BENNETT AS A REGISTERED PROFESSIONAL LAND SURVEYOR.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____



Tulsa Metropolitan Area
Planning Commission

Case : Sleepy Hollow Estates

Hearing Date: May 16, 2018

Case Report Prepared by:

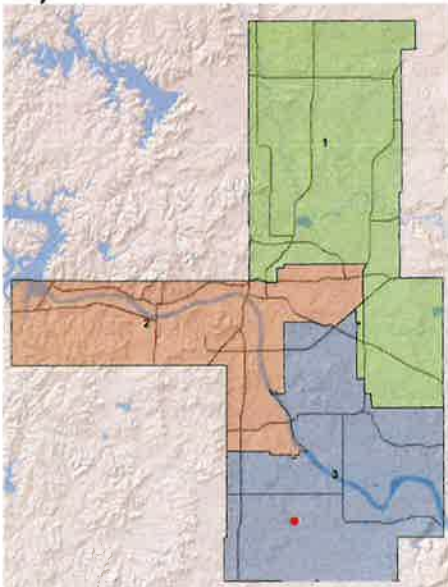
Nathan Foster

Owner and Applicant Information:

Applicant: Ryan McCarty, Select Design

Owner: Avery LLC

Location Map:
(Shown with County Commission districts)



Applicant Proposal:

Preliminary Plat

9 lots, 2 blocks, 30 ± acres

Location: West of the northwest corner of East 171st Street South and South Harvard Avenue

Zoning: RE/PUD-846

Staff Recommendation:

Staff recommends **approval** of the preliminary plat

County Commission District: 3

Commissioner Name: Ron Peters

EXHIBITS: Site Map, Aerial, Preliminary Plat Submittal, Conceptual Improvements

PRELIMINARY SUBDIVISION PLAT

Sleepy Hollow Estates - (County)

West of the northwest corner of East 171st Street South and South Harvard Avenue

This plat consists of 9 lots, 2 blocks on 30 ± acres.

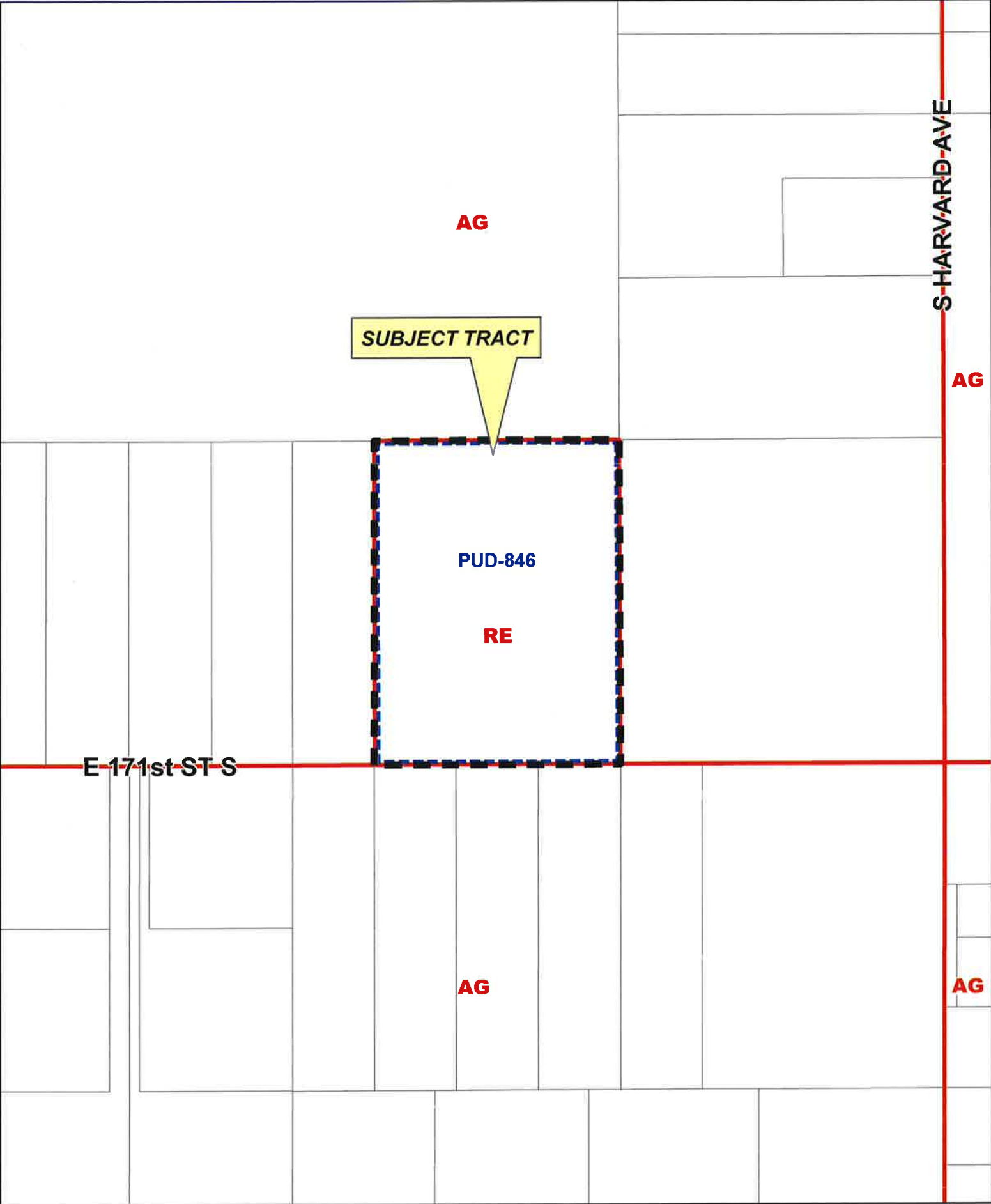
The Technical Advisory Committee (TAC) met on May 3, 2018 and provided the following conditions:

1. **Zoning:** All property contained within the subdivision is zoned RE (Residential Estate) with a Planned Unit Development (PUD-846) to permit private streets.
2. **Addressing:** Graphically label all lots with the assigned address prior to submittal of final plat.
3. **Transportation & Traffic:** Reserve B should be assigned a street name.
4. **Sewer:** Proposals for on-site sewage disposal must comply with all relevant requirements of the Oklahoma Department of Environmental Quality.
5. **Water:** Water will be served by Rural Water District #6 out of Okmulgee County. A release letter will be required prior to final plat approval.
6. **Engineering Graphics:** Submit a subdivision control data sheet with final plat. Remove contours from final plat submittal. Provide street name on the face of the plat. Graphically show all property pins found or set that are associated with the plat. Update location map to show only platted areas and label all other areas "unplatted".
7. **Fire:** No comments.
8. **Stormwater, Drainage, & Floodplain:** Drainage plans will need to be approved by the Tulsa County Engineer and necessary easements must be provided.
9. **Utilities: Telephone, Electric, Gas, Cable, Pipeline, Others:** All utilities indicated to serve the site must provide a release prior to final plat approval. Provide a Certificate of Records Search from the Oklahoma Corporation Commission to verify no oil & gas activity on the site.

Waivers of Subdivision Regulations:

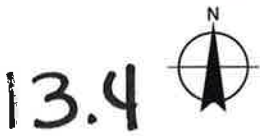
1. Applicant requests a waiver of the requirement that no lot have more than 3 side lot lines to permit Lot 4.
2. Applicant requests a waiver of the sidewalk requirement along East 171st Street South and within the subdivision.

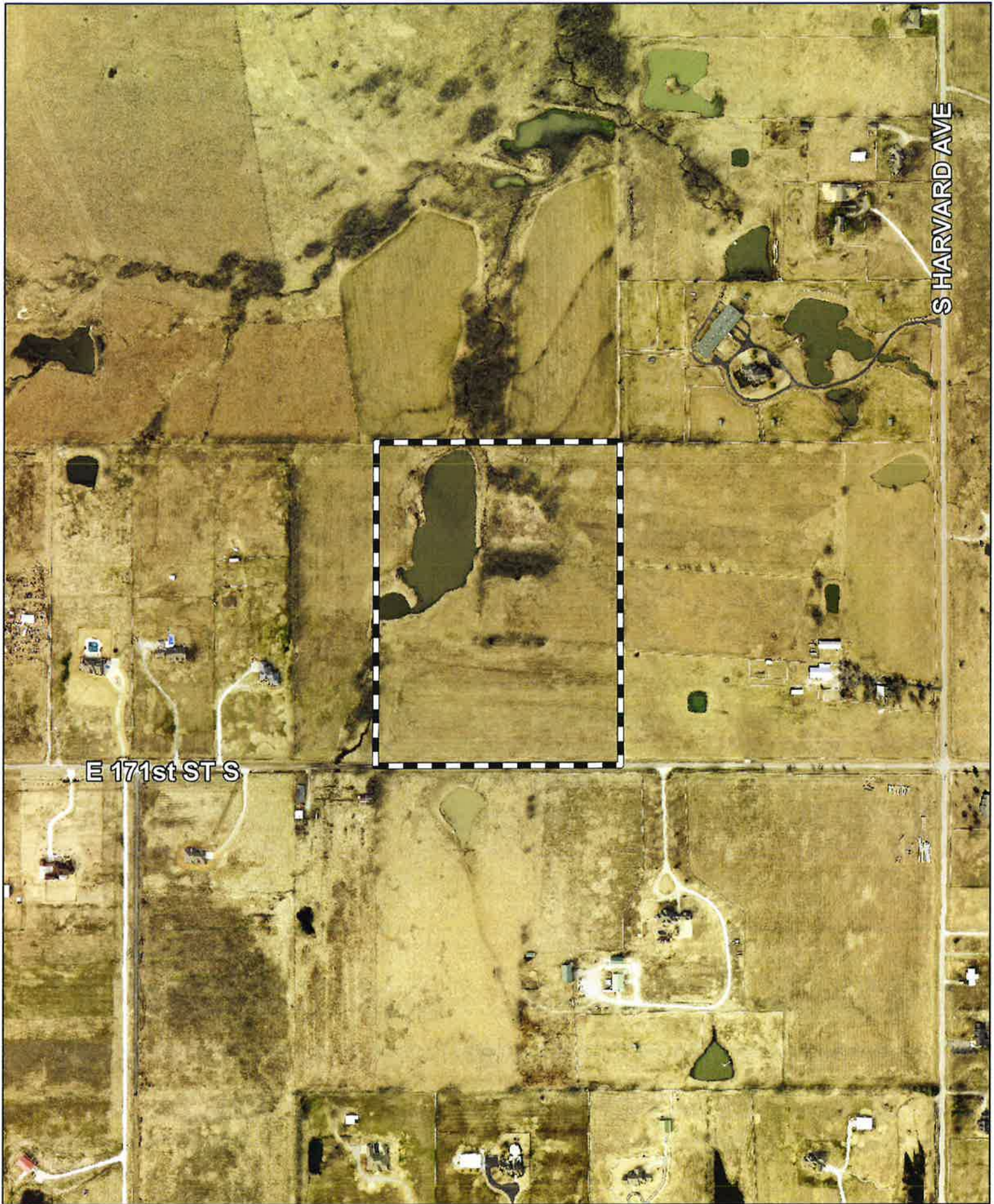
Staff recommends **APPROVAL** of the preliminary subdivision plat and requested waivers of the Subdivision Regulations subject to the conditions provided by TAC and all other requirements of the Subdivisions Regulations.



**SLEEPY HOLLOW
ESTATES**

17-13 29





E 171st ST S

S HARVARD AVE

0 Feet
250 500



Subject
Tract

SLEEPY HOLLOW ESTATES

17-13 29

Note: Graphic overlays may not precisely
align with physical features on the ground.

Aerial Photo Date: February 2016



13.5

Subdivision Statistics

SUBDIVISION CONTAINS NINE (9) LOTS IN TWO (2) BLOCKS AND TWO (2) RESERVE AREAS

BLOCK 1 4 LOTS
BLOCK 2 5 LOTS

GROSS SUBDIVISION AREA
1,207,233.0 SF / 30.01 ACRES

Basis of Bearings

OKLAHOMA STATE PLANE, OK ZONE NORTH 3301, NAD83 U.S. SURVEY FEET, USING THE SOUTH LINE OF THE SE/4 OF SECTION 28, T17N, R13E AS NORTH 88°48'33" EAST

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CAS668"

Benchmark

ON-SITE NGS OPUS SOLUTIONS REPORT (NAD83 1988)

Address

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

Floodplain Data

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA AND INCORPORATED AREAS, COMMUNITY PANEL NO. 401430040, OCTOBER 18, 2012, WHICH INDICATES THE SUBJECT PROPERTY TO BE WITHIN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)

Legend

BL BUILDING SETBACK LINE
L/A LIMITS OF NO ACCESS
ODE OVERLAND DRAINAGE BASEMENT
ROW RIGHT OF WAY
UE UTILITY BASEMENT

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	200.98	51.00	287.32/24.89°	S 89°48'33" W	60.27
C2	115.38	285.00	29°11'28" W	S 12°48'11" E	114.57
C3	127.00	315.00	29°11'28" W	S 12°48'11" E	128.83
C4	34.72	57.00	53°48'42" E	S 22°28'59" W	23.47
C5	34.72	57.00	53°48'42" E	N 28°05'48" W	33.47
C6	127.00	315.00	29°11'28" W	N 12°48'11" W	128.83
C7	115.38	285.00	29°11'28" W	N 12°48'11" W	114.57
C8	42.79	190.00	18°22'33" E	N 08°22'33" W	42.84
C9	41.83	147.00	18°22'33" E	S 08°22'33" E	41.79

Line Table

LINE	BEARING	DISTANCE
L1	S 34°24'56" E	80.12
L2	S 01°12'27" E	85.70
L3	N 01°12'27" W	85.70
L4	N 24°24'56" W	80.12
L5	S 51°12'27" E	42.61
L6	N 01°12'27" W	128.83
L7	S 48°12'27" E	41.07
L8	S 01°12'27" E	33.38
L9	S 89°41'49" W	42.43

Planned Unit Development No. 846 Sleepy Hollow Estates

A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SE/4 OF SECTION TWENTY-NINE (29), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

Owner / Developer

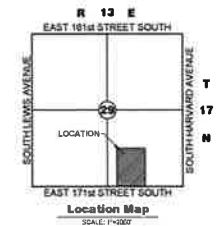
AVERY, LLC
1723 E 13TH ST S
BOXBY, OK 74008
PHONE (918) 527-3022
MR. MATT AVERY

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74115
PHONE (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5648 EXPIRES 6-30-2018

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE (818) 808 8253
ahand@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2018



FINAL PLAT ENDORSEMENT OF APPROVAL	
TULSA METROPOLITAN AREA PLANNING COMMISSION	
APPROVAL DATE:	_____
_____	_____
_____	_____
COUNCIL OF THE CITY OF TULSA, OKLAHOMA	_____
APPROVAL DATE:	_____
_____	_____
_____	_____
CHAIRMAN	_____
MAYOR	_____
ATTEST: CITY CLERK	_____
CITY ATTORNEY	_____
THE APPROVAL OF THIS FINAL PLAT WILL EXPIRE ONE YEAR FROM THE DATE OF CITY COUNCIL APPROVAL IF NOT FILED IN THE OFFICE OF THE COUNTY CLERK BEFORE THAT DATE.	

COUNTY TREASURER STAMP

SLEEPY HOLLOW ESTATES

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

THAT AVERY L.C. HEREINAFTER REFERRED TO AS THE OWNER/DEVELOPER, IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN TULSA COUNTY, OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (62.500 SW/4) AND THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (22.500 SW/4) OF SECTION SEVENTEEN (17) NORTH, RANGE THIRTIETH (13) EAST, OF THE INDIAN BEAR AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SE/4 OF SAID SECTION 20, THENCE NORTH 88°08'33" EAST ALONG THE SOUTH LINE THEREOF 33.25 FEET TO THE POINT OF BEGINNING, THENCE NORTH 01°13'21" WEST 318.14 FEET, THENCE NORTH 86°04'41" EAST 680.75 FEET, THENCE SOUTH 01°16'22" EAST 139.18 FEET TO THE SOUTH LINE OF THE SE/4 OF SECTION 20, THENCE NORTH 88°08'33" WEST ALONG SAID SOUTH LINE 980.78 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1307.33 SQ. SQUARE FEET OR 30.01 ACRES.

BASED ON BEARING, OKLAHOMA STATE PLANE, OK ZONE NORTH 3501, NAD83, U.S. SURVEY FEET, USING THE SOUTH LINE OF THE SE/4 OF SECTION 20, T17N, R13E AS NORTH 88°08'33" EAST.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS AND RESERVE AREAS, AS SHOWN ON THE ATTACHED PLAT AND SURVEY THEREOF, AND HAS DESIGNATED THE SUBDIVISION AS "SLEEPY HOLLOW ESTATES". A SUBDIVISION OF A PART OF THE E/2 OF THE SW/4 OF THE SE/4 AND THE E/2 OF THE W/2 OF THE SW/4 OF THE SE/4 OF SECTION 20, T-17N, R-13 E, TULSA COUNTY, STATE OF OKLAHOMA, AND

SECTION I. UTILITY EASEMENTS AND RIGHTS-OF-WAY

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT (SLEEPY HOLLOW ESTATES) FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING: FIBER OPTIC TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER UTILITIES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO THE EASEMENTS FOR THE USE AND PURPOSES AFORESAID, PROVIDED, HOWEVER, THAT THE OWNER/DEVELOPER HEREBY RESERVES TO ITSELF, AND TO ITS ASSIGNS, THE RIGHT TO USE OR DELEGATE TO OTHERS THE RIGHT TO USE THE DESIGNATED EASEMENTS TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT, THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY TULSA COUNTY, OKLAHOMA AND THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT UTILITY EASEMENTS DRIVEN PARKING AREAS, CURBS, AND LANDSCAPING THAT DOES NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

A. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY BE LOCATED ALONG THE SOUTH SIDE OF THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ATTACHED PLAT. SERVICE pedestals and TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGE, MAY ALSO BE LOCATED IN THE EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL HOUSES 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 HOUSES AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR HOUSE, THE SUPPLIER OF SERVICE SHALL, THEREAFTER BE DEEMED TO HAVE A DEDICATIVE, PERMANENT AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE HOUSE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, 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 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.

4. THE OWNER OF THE LOT 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 SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE 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.

5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

B. WATER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS LOCATED ON HIS LOT.

2. WITHIN UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT THE ALTERATION OF GRADE FROM THE CONTIGUOUS EXISTING UPON COMPLETION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN SHALL BE PROHIBITED.

3. RURAL WATER DISTRICT #_____, HEREINAFTER REFERRED TO AS "THE RWDO," OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

4. THE RWDO, OR ITS SUCCESSORS SHALL, AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE WATER FACILITIES SHOWN ON THE PLAT.

5. THE FOREGOING COVENANTS CONCERNING THE WATER FACILITIES SHALL BE ENFORCEABLE BY THE RWDO, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE SHALL, AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON HIS LOT. THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES SHALL BE PROHIBITED. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENT OR CONTRACTORS.

3. THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. OVERLAND DRAINAGE EASEMENTS

1. OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO TULSA COUNTY OR ITS SUCCESSORS FOR THE

PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES WITHIN THESE EASEMENTS MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF LOTS THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.

2. NO BUILDING, STRUCTURE, WALL, FENCE OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT THE APPROVAL OF TULSA COUNTY.

3. THE OWNER OF EACH LOT WITHIN A DRAINAGE EASEMENT IS SITUATED SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SAID EASEMENT WHICH TRAVERSES THEIR RESPECTIVE PROPERTY.

4. IN THE EVENT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE CONTOUR THEREIN, TULSA COUNTY OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM NECESSARY WORK TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT BY THE OWNER OR THE HOMEOWNERS ASSOCIATION. IN THE COST THEREOF SHALL BE PAID BY THE OWNER OR THE HOMEOWNERS ASSOCIATION. IN THE EVENT OWNER OR THE HOMEOWNERS ASSOCIATION AS THE CASE MAY BE, FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, TULSA COUNTY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE SUBJECT LOT, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY TULSA COUNTY.

E. SURFACE DRAINAGE

THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PRIVATE STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY TULSA COUNTY, OKLAHOMA.

F. LIMITS OF NO ACCESS

1. THE OWNER HEREBY RELINQUISHES RIGHT OF VEHICULAR INGRESS AND EGRESS FROM THE LOTS WITHIN THE SUBDIVISION TO ADJOINING PUBLIC STREETS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ATTACHED PLAT, WHICH LIMITS OF NO ACCESS MAY BE RELEASED, OR AMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION (TMAPC) OR ITS SUCCESSORS WITH TULSA COUNTY APPROVAL, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

2. THE FOREGOING COVENANTS CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY TULSA COUNTY, AND THE OWNERS OF THE LOT AGREES TO BE BOUND HEREBY.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS WHICH MAY RESULT FROM NECESSARY USE FOR OR MAINTENANCE AND INSTALLATION OF UNDERGROUND WATER, STORM SEWER, ELECTRICAL, NATURAL GAS, COMMUNICATIONS OR TELEPHONE FACILITIES PROVIDED, HOWEVER, TULSA COUNTY, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

H. PRIVATE SANITARY SEWERAGE

1. WITHIN THIS SUBDIVISION, SEWERAGE IS INITIALLY INTENDED TO BE DISPOSED OF BY INDIVIDUAL SEPTIC TANK DISPOSAL SYSTEMS OR ALTERNATIVE SEPTIC SYSTEMS WHICH ARE SUBJECT TO REGULATION BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

2. THE APPROVAL AND RELEASE OF THE PLAT OF THIS SUBDIVISION DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE THAT EACH SEPTIC TANK SYSTEM OR ALTERNATIVE SEPTIC SYSTEM WILL FUNCTION PROPERLY.

3. NO SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEM SHALL BE INSTALLED WITHIN ANY LOT UNTIL THE PLANS THEREFORE HAVE BEEN SUBMITTED TO AND APPROVED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY, AND A PERMIT JULY ISSUED.

4. IF NOT PROVIDED BY THE DEVELOPER, THE OWNER MAY OR MAY NOT BE RESPONSIBLE FOR SUPPLYING PERCOLATION TESTING INFORMATION TO THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR APPROVAL OF SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEM.

5. THE SEPTIC SYSTEM OR ALTERNATE SEPTIC SYSTEM AND THE SEWER SERVICE LINE SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE APPROVED PLANS.

6. THE APPROVED PLANS MUST BE SUBMITTED TO THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY AND SHALL INCLUDE A SEWER LINE LOCATED AND DESIGNED TO PERMIT EFFECTIVE CONNECTION TO FUTURE PUBLIC SANITARY SEWER EXTENSIONS TO THE LOT.

7. SUBSEQUENT TO INSTALLATION OF THE SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEM, NO DRIVE PAVING, SWIMMING POOL, LAWN SPRINKLER SYSTEM, OR BUILDING SHALL BE CONSTRUCTED OVER THE AREA OF THE LOT CONTAINING THE SEPTIC TANK, SEPTIC SYSTEM LATERAL LINES OR ALTERNATIVE SEPTIC SYSTEM.

8. THE FOREGOING COVENANTS CONCERNING SEWERAGE FACILITIES SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY TULSA COUNTY, OKLAHOMA OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

I. USE OF RESERVE AREA "A"

RESERVE AREA "A" IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING DETENTION FACILITIES, OPEN SPACE, RECREATION, LANDSCAPING, AND AMENITIES, FOR THE USE, BENEFIT AND ENJOYMENT OF THE LOT OWNERS OF SLEEPY HOLLOW ESTATES.

THESE AREAS ARE ALSO RESERVED FOR CONVEYANCE TO THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE THEREOF.

J. USE OF RESERVE AREA "B"

RESERVE AREA "B" IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A MUTUAL ACCESS EASEMENT, UTILITY EASEMENT, OPEN SPACE, DRAINAGE FACILITIES, SCHEDING FENCES AND WALLS, ENTRY FEATURES INCLUDING GATES AND KEYPAD ENTRY, AND SUBDIVISION IDENTIFICATION SIGNS FOR THE USE, BENEFIT AND ENJOYMENT OF THE LOT OWNERS OF SLEEPY HOLLOW ESTATES.

THE MUTUAL ACCESS EASEMENT, DEPICTED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF EACH AFFECTED LOT OWNER, THEIR GUESTS AND INVITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

THESE AREAS ARE ALSO RESERVED FOR CONVEYANCE TO THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE THEREOF.

K. STORM WATER DETENTION

1. THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA "A" HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.

2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY TULSA COUNTY, OKLAHOMA.

3. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION (TO BE FORMED PURSUANT TO SECTION II) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS.

MAINTENANCE OF COMMON AREAS AND CUSTOMARY GROUND MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

a) THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER

b) THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

4. IN THE EVENT THE HOMEOWNERS ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, TULSA COUNTY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS ASSOCIATION.

5. IN THE EVENT THE HOMEOWNERS ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, TULSA COUNTY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL NOT EXCEED 1/10TH OF THE COSTS.

6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY TULSA COUNTY, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, SLEEPY HOLLOW ESTATES WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD NO. 846) AS PROVIDED WITHIN CHAPTER 11 OF THE ZONING ORDINANCE OF TULSA COUNTY, OKLAHOMA, (HEREINAFTER THE "ZONING ORDINANCE"), WHICH (PUD NO. 846) WAS AFFIRMATIVELY RECOMMENDED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION (TMAPC) ON JULY 5, 2017, AND APPROVED BY THE TULSA COUNTY BOARD OF COMMISSIONERS (ON JULY 31, 2017); AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA COUNTY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY TULSA COUNTY, 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 TULSA COUNTY, 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, ITS SUCCESSORS AND ASSIGNS, AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. DEVELOPMENT IN ACCORDANCE WITH PUD NO. 846

SLEEPY HOLLOW ESTATES SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 846 APPROVED BY THE TULSA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TULSA METROPOLITAN AREA PLANNING COMMISSION (TMAPC) OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 846 AS MAY BE SUBSEQUENTLY APPROVED.

B. APPLICABLE ORDINANCE

THE DEVELOPMENT OF SLEEPY HOLLOW ESTATES SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA COUNTY ZONING CODE, AS SUCH PROVISIONS EXISTED ON JULY 31, 2017.

C. USE

ALL USES ALLOWED BY RIGHT IN THE RE ZONING DISTRICT AND SPECIFICALLY SINGLE FAMILY RESIDENTIAL HOMES.

D. DEVELOPMENT STANDARDS

MAXIMUM DWELLING UNITS	8
MINIMUM LOT WIDTH	150 FEET
MINIMUM LOT SIZE	22,500 SQUARE FEET
MAXIMUM BUILDING HEIGHT	40 FEET

MINIMUM BUILDING SETBACKS

FROM THE CENTERLINE OF 11ST STREET: 100 FEET

FROM A PRIVATE STREET: 30 FEET

FROM OTHER BOUNDARIES OF THE PUD: 25 FEET

FROM INTERIOR SIDE LOT LINE: 25 FEET AND 25 FEET (TOTAL, 50 FEET)

OTHER BULK AND AREA REQUIREMENTS: AS SET FORTH WITHIN ANNE DISTRICT

OFF-STREET PARKING: WITHIN EACH LOT, THREE ENCLOSED GARAGE SPACES SHALL BE PROVIDED

IDENTIFICATION SIGNS: TWO SIGNS IDENTIFYING THE SUBDIVISION AND NOT EXCEEDING 64 SQUARE FEET IN DISPLAY SURFACES AREA MAY BE AFFIXED TO THE PLANNED ENTRY WALLS

PRIVATE STREET RIGHT-OF-WAY: PRIVATE STREET RIGHT-OF-WAY SHALL NOT BE LESS THAN 30 FEET IN WIDTH AND SHALL BE LOCATED WITHIN A RESERVE AREA TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

SCREENING AND LANDSCAPING: A SCREENING FENCE AND LANDSCAPING SHALL BE CONSTRUCTED AND MAINTAINED ALONG 11ST STREET FRONTAGE, AND AFTER CONSTRUCTION SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

E. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

THE APPROVED FINAL PLAT OF THE SUBDIVISION SHALL CONSTITUTE THE DETAILED SITE PLAN REQUIRED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION (TMAPC). THE DEVELOPMENT AND USE OF SLEEPY HOLLOW ESTATES SHALL BE IN ACCORDANCE WITH THE APPROVED BUILDING PLANS AND SIGN PLANS AS MAY BE LATER APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION (TMAPC) OR ITS SUCCESSOR.

F. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE TULSA COUNTY ZONING CODE AS THE SAME EXISTED ON JULY 31, 2017.

SECTION III. RESTRICTIONS AND COVENANTS

A. HOMEOWNERS ASSOCIATION

1. THE OWNER/DEVELOPER OF "SLEEPY HOLLOW ESTATES" SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF COMMON AREAS UNTIL THE ESTABLISHMENT OF "SLEEPY HOLLOW ESTATES" HOMEOWNERS ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION, ONCE ESTABLISHED, SHALL BE MANDATORY TO EACH LOT OWNER OR INATE THEREIN IN SLEEPY HOLLOW ESTATES, BUT ONLY AFTER THE WITH OCCUPANCY OF A HOME BUILT ON A LOT, OR PART THEREOF, ON 11 YEAR AFTER THE INITIAL CONVEYANCE FROM THE OWNER/DEVELOPER TO A LOT BUYER WHICHEVER OCCURS FIRST. THE ASSOCIATION SHALL BE FORMED AND SHALL FUNCTION ACCORDING TO THE BYLAWS AND ARTICLES OF INCORPORATION AND THE ASSOCIATION SHALL BE BOUND BY THE BYLAWS AND ARTICLES OF INCORPORATION. THE DUES SHALL BE NO MORE THAN THE MINIMUM AMOUNT NECESSARY TO MAINTAIN THE COMMON AREAS OF INTEREST TO THE ASSOCIATION AND TO CONDUCT THE AUTHORIZED BUSINESS OF THE ASSOCIATION. EQUALITY OF DUES TO EACH LOT OWNER IS REQUIRED.

2. DUES AND ASSESSMENTS SHALL BE ESTABLISHED BY THE ASSOCIATION ACCORDING TO THE PROVISIONS OF THE ARTICLES AND BYLAWS AND THE ASSOCIATION SHALL HAVE LEGAL REMEDY FOR THE FAILURE OF ANY LOT OWNER TO MAKE THEIR PAYMENT OF DUES. AUTHORIZED DUES OR ASSESSMENTS DUES OF THE ASSOCIATION SHALL BE TERMED BASE DUES. BASE DUES SHALL BE DEFINED AS THOSE NECESSARY TO CONDUCT BUSINESS AND PROVIDE FOR THE COMMON GOOD OF ALL LOT OWNERS AND INVITEES AND THEY SHALL BE PAID BY EACH LOT OWNER. ADDITIONAL DUES OR ASSESSMENTS MAY BE FOR THE COMMON GOOD, AND THEY SHALL INCLUDE THE ENTRYWAY FEATURE, INCLUDING TREES AND LANDSCAPING, SPRINKLER SYSTEMS IF ANY, LIGHTING AND FENCING INCLUDING THE FENCE MAINTAINED ON EAST 11ST STREET SOUTH ASPHALT STREETS AND STORM SEWERS LOCATED WITHIN THE MUTUAL ACCESS EASEMENT AREA AND THE RESERVE AREA "A" AS DESIGNATED BY THE PLAT FOR SLEEPY HOLLOW ESTATES. PAYMENT OF DUES OR ASSESSMENTS ESTABLISHED BY THE HOMEOWNERS ASSOCIATION SHALL BE MANDATORY ACCORDING TO THE ARTICLES OF INCORPORATION AND/OR BYLAWS OF THE ASSOCIATION. THE DUES SHALL BE NO MORE THAN THE MINIMUM AMOUNT NECESSARY TO MAINTAIN THE COMMON AREAS OF INTEREST TO THE ASSOCIATION AND TO CONDUCT THE AUTHORIZED BUSINESS OF THE ASSOCIATION. EQUALITY OF DUES TO EACH LOT OWNER IS REQUIRED.

13.7

9. ARCHITECTURAL COMMITTEE

1. SLEEPY HOLLOW ESTATES ARCHITECTURAL COMMITTEE SHALL BE FORMED TO REVIEW AND APPROVE ANY STRUCTURE TO BE BUILT ON ANY LOT OR PART THEREOF AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. MATT ANDY AVERY SHALL SERVE AND THEIR SUCCESSORS AND ASSIGNS SHALL BE THE DESIGNATED ARCHITECTURAL COMMITTEE. THE COMMITTEE MAY APPOINT A SINGLE ADDITIONAL MEMBER AT ANY TIME IN THIS MUTUALLY AGREEABLE TO THE "SLEEPY HOLLOW ESTATES" HOMEOWNERS ASSOCIATION. THE UNDERSIGNED HOMEOWNER/DEVELOPER A DAILY ELECTED ARCHITECTURAL COMMITTEE SHALL BE FORMED CONSISTING OF MEMBERS OF THE ASSOCIATION.
2. NO BUILDING SHALL BE ERRECTED, PLACED, OR ALTERED ON ANY LOT IN "SLEEPY HOLLOW ESTATES" UNTIL THE FLOOR PLAN, EXTERIOR ELEVATIONS AND MATERIAL, THEREOF, AND PLOT PLAN WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING, ALL OF WHICH HAVE BEEN DRAWN BY A PROFESSIONAL ARCHITECT OR HOME DESIGNER, HAVE BEEN APPROVED IN WRITING BY THE DAILY AUTHORIZED ARCHITECTURAL COMMITTEE. THE BUILDER SHALL PRESENT MATERIALS, COLORS, ETC. TO THE ARCHITECTURAL COMMITTEE PRIOR TO INSTALLATION ON ANY STRUCTURE. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, MATERIALS AND PLOT PLANS SUBMITTED TO IT, AS HEREIN REQUIRED WITHIN TWENTY ONE (21) DAYS OF RECEIPT OF SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THE COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMFORTABILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HERETOFORE AUTHORIZED, MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE SITED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL, DESIGN, GRADING, DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL OR DISAPPROVAL, OR THE FAILURE TO APPROVE ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION UNLESS THE ARCHITECTURAL COMMITTEE IS HERETOFORE AUTHORIZED TO GRANT THE PARTICULAR WAIVER, THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVES SHALL CEASE ON DECEMBER 1, 2040. THEREAFTER THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE, ON EFFECTIVE THEREON A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN REGULAR OWNERS OF THE MAJORITY OF THE LOTS IN THIS SUBDIVISION AND DULY RECORDED, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE POWERS AS PREVIOUSLY EXERCISED BY THE COMMITTEE, FOR SUCH PERIOD AS MAY BE SPECIFIED IN THE INSTRUMENT.
3. SQUARE FOOTAGE
ALL LOTS SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY. SINGLE STORY HOMES SHALL HAVE A MINIMUM OF 2,300 SQUARE FEET OF LIVING AREA. ONE AND ONE-HALF (1 1/2) OR TWO (2) STORY HOMES SHALL HAVE NO LESS THAN 2,300 SQUARE FEET OF LIVING AREA WITH A MINIMUM OF 2,400 SQUARE FEET ON THE FIRST FLOOR.
4. STEM WALLS
CONCRETE STEM WALLS SHALL BE COVERED WITH BRICK, NATURAL STONE OR STUCCO. EXPOSED STEM WALLS ARE PROHIBITED.
5. GARAGES
AN ENCLOSED GARAGE PROVIDING SPACE FOR A MINIMUM OF THREE VEHICLES SHALL BE PROVIDED ON EACH LOT. ALL GARAGE DOORS SHALL FACE EITHER THE SIDE, FRONT OR REAR YARD. GARAGE DOOR MATERIALS SHALL BE WOOD OR CLAD AS APPROVED BY THE ARCHITECTURAL COMMITTEE. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE NOT PERMITTED. DETACHED GARAGES SHALL CONFORM TO THE ARCHITECTURAL STYLE OF THE RESIDENCE, AND THE PLANS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE.
6. DRIVEWAYS
DRIVEWAY MATERIAL SHALL BE CONCRETE. MINIMUM DRIVEWAY CULVERT SIZES ARE SHOWN ON THE PLAN. THE CULVERT SIZE SELECTED SHALL NOT BE GREATER THAN AN EXISTING DOWNSTREAM DRIVEWAY CULVERT. ALL DRIVEWAY IMPROVEMENTS SHALL BE SUBJECT TO REVIEW BY ARCHITECTURAL COMMITTEE. THE LOCATION, SIZE AND MATERIALS USED FOR DRIVEWAY HANDRAILS AND CULVERTS SHALL MEET SLEEPY HOLLOW ESTATES ARCHITECTURAL COMMITTEE STANDARDS. THE FINISHED GRADE OF THE DRIVEWAY AT THE CENTERLINE OF THE DRIVE SHALL BE A MINIMUM OF 6" LOWER THAN EDGE OF EXISTING PAVEMENT ADJACENT TO THE DRIVEWAY.
7. RETAINING WALLS
RETAINING WALLS SHALL BE BRICK, STONE, OR STUCCO. ALONGSIDE THE RETAINING WALLS ARE NOT PERMITTED. THE ARCHITECTURAL COMMITTEE SHALL MAKE FINAL DECISIONS ON MATERIALS AUTHORIZED FOR USE IN RETAINING WALLS.
8. WAIVING OUT OF CONCRETE TRUCKS
THERE SHALL BE NO WAIVING OUT OF READY MIX CONCRETE TRUCKS ON ANY PROPERTY EXCEPT THAT IN WHICH THE CONCRETE IS BEING USED. LOT OWNER IS RESPONSIBLE FOR COMPLYING WITH THIS.
9. FIRE EXISTING BUILDINGS
NO PRE-EXISTING OR OFF-SITE BUILT RESIDENCE MAY BE MOVED ONTO ANY LOT.
10. OUT BUILDINGS
OUT BUILDINGS OR OTHER PERMANENT STRUCTURES SHALL NOT BE BUILT WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE. IF APPROVED, THEY SHALL BE COMPARABLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE. NO PART OF OUT BUILDING SHALL BE CONSTRUCTED WITHIN TWENTY FIVE (25) FEET OF ANY PROPERTY LINE. ANY STORAGE BUILDING ON ANY LOT SHALL HAVE CONCRETE FOOTINGS AND SLAB.
11. FENCES
NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE, OR THE SIDE BUILDING LINE ON A CORNER LOT, OF ANY RESIDENCE. IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE HOME. FENCES SHALL BE WHITE VINYL, WHITE FENCING OR BLACK ALUMINUM AS PER ARCHITECTURAL COMMITTEE APPROVED DETAILS. ALL FENCING MATERIALS, LOCATION, ETC. SHALL BE REVIEWED BY THE ARCHITECTURAL COMMITTEE PRIOR TO INSTALLATION. EXCEPTIONS CAN BE MADE UPON WRITTEN APPROVAL BY THE ARCHITECTURAL COMMITTEE.
12. ROOF
ARCHITECTURAL SHINGLES WITH A SIMULATED "THUNDERBOLT GRAY" COLOR MAY BE USED ON ALL RESIDENCES IN "SLEEPY HOLLOW ESTATES". OTHER ROOF MATERIALS SUCH AS SLATE, CLAY, CONCRETE, ETC. ARE APPROVED BY THE ARCHITECTURAL COMMITTEE UPON WRITTEN APPROVAL.
- RESIDENCES SHALL HAVE A ROOF PITCH OF AT LEAST 12% FORCES OR COVERED PORCHES MAY HAVE A 4:12 PITCH. A ROOF PITCH OF LESS THAN 4:12 IS NOT PERMITTED.
- SHEET METAL, ALUMINUM VENTS PLUS UNDER TERMINALS, OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED BLACK AND ALL CHIMNEY CAPS SHALL HAVE A COPPER COVER. THE ARCHITECTURAL COMMITTEE MAY APPROVE UPON WRITTEN REQUEST AN EXCEPTION TO THIS PROVISION.
- ROOF MOUNTED EQUIPMENT INCLUDING MECHANICAL AIR CONDITIONING AND SOLAR EQUIPMENT WILL NOT BE ALLOWED.
13. WINDOWS
MINIMUM OF 10% MASONRY (BRICK, NATURAL STONE, OR STUCCO) EXCLUDING WINDOWS AND DOORS, SHALL BE REQUIRED ON ALL EXTERIORS THE ARCHITECTURAL COMMITTEE MAY APPROVE UPON WRITTEN REQUEST AN EXCEPTION TO THIS PROVISION.
14. POOLS
OUTDOOR SWIMMING POOLS SHALL BE IN-GROUND AND PERMANENT. LOTS WITH SWIMMING POOLS SHALL PROVIDE SUFFICIENT SECURITY FENCING SWIMMING POOL SAFETY EQUIPMENT SHALL BE SHIELDED FROM VIEW OF ADJACENT PROPERTY OWNERS AND THE STREET/PAVE.
15. LIGHTING
EXTERIOR LIGHTING, EXCEPT TEMPORARY SEASONAL DECORATIVE LIGHTING, IS DAYS OR LESS AND LOW VOLTAGE LANDSCAPE LIGHTING IS LIMITED TO NON-GLARE BULBS OR SHIELDED FIXTURES.
16. ANTENNAS/SATELLITE DISHES
OUTSIDE ELECTRONIC RECEPTION DEVICES OTHER THAN ROOF MOUNTED 18" SATELLITE DISHES ARE PROHIBITED. SATELLITE DISHES SHALL NOT BE VISIBLE FROM THE STREET.
17. TRAILERS/VEHICLES
NO BOAT, TRAILER, CAMPER, RECREATIONAL VEHICLE, INOPERATIVE VEHICLES, OR ANY OTHER TYPE OF VEHICLE OTHER THAN A PASSENGER VEHICLE SHALL BE REGULARLY PARKED OR STORED ON ANY STREET OR ON ANY LOT EXCEPT WHOLLY WITHIN AN GARAGE OR BARN STRUCTURE APPROVED BY THE ARCHITECTURAL COMMITTEE. PRIVATE PASSENGER MOTOR VEHICLES MAY BE PARKED OVERNIGHT ON DRIVEWAYS BUT NOT STORED ON A DRIVEWAY FOR AN EXTENDED PERIOD OF TIME. NO PRIVATE PASSENGER MOTOR VEHICLES SHALL BE PARKED ON ANY STREET OVERNIGHT OR ON A PERMANENT BASIS.
18. TRASH
THE OWNER OF EACH LOT AND/OR RESIDENCE SHALL KEEP THE BACK FREE FROM RUBBISH, LITTER, AND HOUSEHOLD WASTE. ALL TRASH, GARBAGE, RUBBISH OR LITTER SHALL BE KEPT IN CONTAINERS ADEQUATE FOR THAT PURPOSE AND SHALL BE STORED AND CONCEALED FROM VIEW UNTIL THE DESIGNATED DATE FOR COLLECTION.
19. CLOTHES LINES
NO EXPOSED CLOTHES LINE POLES OR OUTDOOR CLOTHES DRYING APPARATUS WILL BE PERMITTED ON ANY LOT.
20. GENERAL USES
ALL STRUCTURES, LANDSCAPING AND IMPROVEMENTS SHALL BE MAINTAINED IN GOOD CONDITION AND IN GOOD REPAIR AT ALL TIMES.
21. SIGNS
NO SIGN OR OTHER ADVERTISING OF ANY KIND SHALL BE PLACED OR MAINTAINED ON ANY LOT LONGER THAN 24 HOURS EXCEPT THAT NEATLY PAINTED REAL ESTATE SIGNS OF STANDARD SIZE MAY BE PLACED IN THE FRONT YARD OF A RESIDENCE THAT IS "FOR SALE".
22. NOISE
EXCESSIVE NOISE THAT INTERFERES WITH THE PEACEFUL ENJOYMENT OF A RESIDENTIAL PROPERTY IS NOT PERMITTED.
23. MAILBOXES
NO LONG AS A RURAL TYPE MAILBOX IS IN USE IN "SLEEPY HOLLOW ESTATES" BY THE UNITED STATES POSTAL SERVICE. ALL MAILBOXES AND MAILBOX PEDESTALS IN "SLEEPY HOLLOW ESTATES" SHALL MATCH THE ARCHITECTURAL STYLE OF THE RESIDENCE, SUCH AS BRICK, STONE, ETC., AND ALSO CONFORM IN DESIGN TO THE SPECIFIC PLAN APPROVED BY THE ARCHITECTURAL COMMITTEE AND THE LOCATION AND DESIGN SHALL CONFORM TO THE SPECIFICATIONS OF THE UNITED STATES POSTAL SERVICE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY 4 FEET FROM

THE EDGE OF PAVEMENT AND 4 INCHES FROM THE INSIDE EDGE OF A DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTIGUOUS LOT AREA. THE BOTTOM OF THE MAILBOX SHALL BE 38 INCHES FROM STREET LEVEL.

25. TREES

RESIDENCES ARE ENCOURAGED TO PLANT TREES FOR THE BEAUTIFICATION OF THE NEIGHBORHOOD. THE INITIAL CAPPING OF A NEW HOME SHALL BE REQUIRED TO PLANT A MINIMUM OF THREE (3) SHADE TREES IN THE FRONT YARD AND ONE (1) SHADE TREE IN THE BACK YARD WITHIN 5 MONTHS OF OCCUPANCY. THE MINIMUM CALIPER SHALL BE 2 INCHES AS MEASURED 6 INCHES ABOVE THE GROUND ABOVE THE TOP OF THE ROOT BALL.

26. PRESERVATION OF TREES

IT SHALL BE THE DUTY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON SUCH LOT. THE ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING TREES. THE OWNER OF EACH LOT SHALL NOT REMOVE TREES > CALIPER AND LARGER WITH PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

27. SPRINKLER SYSTEM

EACH HOMEOWNER SHALL INSTALL, OPERATE AND MAINTAIN AN UNDERGROUND IRRIGATION OR SPRINKLING SYSTEM FOR THE PURPOSE OF PROPERLY IRRIGATING AND WATERING THE TREES AND LANDSCAPING FROM THE FRONT OF THE PRIMARY RESIDENCE TO THE STREET.

28. STORAGE OF MATERIALS

NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETE WITHIN TWELVE (12) MONTHS. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR MAINTAINING THE LOT IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

29. LANDSCAPING

ALL LOTS SHALL BE LANDSCAPED WITHIN 90 DAYS AFTER FINAL INSPECTION.

30. ARCHITECTURAL ELEVATION

RESIDENCES WITH THE SAME FRONT ARCHITECTURAL ELEVATION ARE PROHIBITED.

31. ANIMALS/LIVESTOCK

NO ANIMALS, LIVESTOCK OR POLY TRY SHALL BE KEPT, SHED, OR KEPT AT ANY RESIDENCE OR ON ANY LOT, EXCEPT FOR ONE (1) HORSE PER LOT. HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES.

32. WINDOWS

IF ALUMINUM WINDOWS ARE USED ON ANY RESIDENCE THE FRAME OF THE WINDOWS SHALL NOT APPEAR UNFINISHED OR MILL FINISH.

33. LOT SPLITS

LOT SPLITS ARE PROHIBITED.

34. CONFORMANCE COMPLIANCE

EACH OWNER SHALL PROMPTLY AND PROPERLY COMPLY WITH ALL FEDERAL, STATE, COUNTY OR LOCAL LAWS, STATUTES, ORDINANCES, RULES, AND REGULATIONS REGARDING USE AND OCCUPANCY OF OWNERS PROPERTY AND CONSTRUCTION AND MAINTENANCE OF ANY IMPROVEMENTS THEREON. VIOLATIONS NOT LIMITED TO APPLICABLE ZONING, LAND USE AND HEALTH AND SAFETY ISSUES.

IN THE EVENT AN OWNER LEASES THEIR RESIDENCE, THE OWNER HAS AN AFFIRMATIVE DUTY TO NOTIFY TENANTS OF THE EXISTENCE OF "SLEEPY HOLLOW ESTATES" HOMEOWNERS ASSOCIATION AND RECEIVE WRITTEN APPROVAL FROM THE "SLEEPY HOLLOW ESTATES" HOMEOWNERS ASSOCIATION AND THE TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RESTRICTIVE COVENANTS SET FORTH HEREIN. A COPY OF THE COVENANTS SHALL BE PROVIDED BY OWNER TO TENANTS. THE OWNER SHALL ENSURE THAT THE TENANTS SHALL COMPLY WITH THE COVENANTS AND REQUIREMENTS HEREIN AND SHALL PROVIDE THE UNDERSIGNED OWNER AND THE PRESIDENT OF THE ASSOCIATION WITH THE NAME AND PHONE NUMBER OF THE TENANTS AND THE ADDRESS AND PHONE NUMBER WHERE THE LOT OWNER CAN BE CONTACTED IN THE EVENT ANY PROBLEMS REGARDING COMPLIANCE WITH THE COVENANTS OR OTHER REQUIREMENTS SET FORTH HEREIN OCCUR. OWNER ACKNOWLEDGES THAT COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE COVENANTS IS THE OWNER'S ULTIMATE RESPONSIBILITY REGARDLESS OF ANY AGREEMENT BETWEEN THE OWNER AND THE TENANTS AND ANY ACTION OR INACTION ON THE PART OF THE TENANTS.

35. BUILDING SETBACKS

ALL BUILDINGS AND STRUCTURES SHALL BE SETBACK FROM RESERVE IF A MINIMUM DISTANCE OF 30 FEET AS SHOWN ON THE ACCOMPANYING PLAN. THIS REQUIREMENT SHALL BE ENFORCEABLE BY THE ARCHITECTURAL REVIEW COMMITTEE AND NOT TULSA COUNTY.

36. RESIDENCY

NO STRUCTURE OTHER THAN A DWELLING SHALL BE USED AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY. ALL SECONDARY LIVING STRUCTURES INCLUDING MOTEL (IN LAW SUITES) REQUIRE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

37. BASKETBALL GOALS

NO BASKETBALL GOALS SHALL BE INSTALLED WITH PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE. TEMPORARY MOBILE BASKETBALL GOALS ARE PROHIBITED.

38. CHIMNEYS

ALL CHIMNEYS SHALL BE COMPLETELY COVERED WITH BRICK, NATURAL STONE OR STUCCO, UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE.

39. REPAIRABLE VEHICLES

NO OWNER OF A LOT, OR HIS TENANT, GUEST, OR OTHER PERSON SHALL REPAIR OR RESTORE ANY TYPE OF VEHICLE, BOAT OR RV UPON ANY LOT EXCEPT FOR EMERGENCY REPAIRS THEREON AND THEN ONLY TO THE EXTENT NECESSARY TO ENABLE MOVEMENT THEREOF TO A PROPER REPAIR FACILITY.

THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED BY REFERENCE, SHALL BE CONSTRUED AS AN ENTIRE AND THE PORTION SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE OR PROVISION HEREIN CONTAINED SHALL NOT SERVE TO RENDER THE BALANCE OF THE INSTRUMENT VOID OR UNENFORCEABLE AND THE SAME SHALL BE RE-INTERPRETED OR REWRITTEN AS IF SUCH CLAUSE OR PROVISION HAD NOT HEREIN CONTAINED OR TO OTHERWISE HAVE NO EFFECT TO THE INTENT OF THE UNDERSIGNED. THE FAILURE OF THE GRANTOR OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY GIVEN RESTRICTION, COVENANT, OR CONDITION AT ANY TIME OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR VOLUNTEERED OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS. IN MATTERS PERTAINING TO THE APPEARANCE OF SPECIFIC HOMES IN "SLEEPY HOLLOW ESTATES" OR THE OVERALL APPEARANCE OF "SLEEPY HOLLOW ESTATES" SUBDIVISION, THE ARCHITECTURAL COMMITTEE SHALL BE RESPONSIBLE FOR INTERPRETING THESE COVENANTS OR DECIDING THE STANDARD TO BE USED IN THE EVENT A COVENANT BECOMES INVALID OR UNENFORCEABLE.

THE OWNER/DEVELOPER OF "SLEEPY HOLLOW ESTATES" RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT JOINDER OF ANY OF THE DANNERS OF ANY OTHER LOT AT ANY TIME SO LONG AS IT IS OWNER OF TWO OR MORE LOTS TO AMEND, REVERSE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS CONTAINED IN THIS SECTION II BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY IT AS OWNER AND DEVELOPER AND FILED IN THE CITY CLERK'S OFFICE AT THE COURT HOUSE OF THE CITY OF BROKEN ARROW, OKLAHOMA. SUBSEQUENT TO THE FORMATION OF "SLEEPY HOLLOW ESTATES" HOMEOWNERS ASSOCIATION, THE OWNER/DEVELOPER MAY ASSIGN THIS RESTRICTION TO THE ASSOCIATION. HOWEVER, THE BYLAWS OF THE ASSOCIATION SHALL PROVIDE THAT A ANY COVENANT SHALL NOT BE CHANGED OR ABOLISHED UNLESS APPROVED BY SIXTY PERCENT OF THE MEMBER OF THE ASSOCIATION.

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/DEVELOPER, ITS SUCCESSORS AND ASSIGNS WITHIN THE PROVISIONS OF SECTION I, UTILITY EASEMENTS AND RIGHTS-OF-WAY AND SECTION II, PLANNED UNIT DEVELOPMENT ARE SET FORTH HEREIN. THESE COVENANTS AND ENFORCEMENT RIGHTS PERTAINING HERETO, AND ADDITIONALLY, THE COVENANTS CONTAINED WITHIN SECTION I, AND SECTION II, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL ALSO INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY TULSA COUNTY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, RESTRICTIONS AND COVENANTS SHALL INURE ONLY TO THE BENEFIT OF AND SHALL BE ENFORCEABLE ONLY BY THE OWNER OF A LOT AND/OR THE HOMEOWNERS ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS SET FORTH WITHIN SECTION II, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT AND/OR THE HOMEOWNERS ASSOCIATION TO MAINTAIN ANY ACTION AT LAW TO ENFORCE THE COVENANTS OR RESTRICTIONS OR TO OBTAIN INJUNCTIVE RELIEF OR TO OBTAIN ANY SUCH COVENANTS TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT AND/OR TO RECOVER DAMAGES. WITH THE EXCEPTION OF ACTIONS TO OBTAIN COVENANTS CONTAINED WITHIN SECTION I AND SECTION II, PRIOR TO THE COMMENCEMENT OF ANY ACTION PERTAINING TO THESE RESTRICTIONS, THE PERSON INTENDING TO COMMENCE THE ACTION SHALL GIVE THE RECORD OWNER OF THE PROPERTY ON WHICH THE VIOLATION IS OCCURRING, OR HAS OCCURRED, WRITTEN NOTICE OF THE VIOLATION. IN THE EVENT REASONABLE EFFORTS TO CURE THE VIOLATION ARE COMMENCED WITHIN THIRTY (30) DAYS FROM RECEIPT OF NOTICE NO JUDICIAL ACTION SHALL BE COMMENCED TO ENFORCE THE RESTRICTIONS SO LONG AS THE EFFORTS TO CURE THE VIOLATION DULIGENTLY PROCEED TO COMPLETION. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS OR RESTRICTIONS, THE DEFENSE THAT THE PARTY INITIATING THE ACTION PROCEEDS AS AN ADJUDICATED PARTY AT LAW BE HEREBY BARRED. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS OR RESTRICTIONS, THE PARTY INITIATING THE ACTION SHALL BE ENTITLED TO RECEIVE HIS OR ITS REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE COVENANTS AND RESTRICTIONS SET FORTH WITHIN THIS DEED OF DEDICATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE IN FULL 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.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, EASEMENTS AND RIGHTS-OF-WAY AND SECTION II, PLANNED UNIT DEVELOPMENT 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 TULSA METROPOLITAN AREA PLANNING COMMISSION (TMAPC) OR ITS SUCCESSORS AND TULSA COUNTY. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION II, RESTRICTIONS AND COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT

LEAST 1 LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST 1 LOT, AND ANY AMENDMENT PROPERLY EXECUTED BY THE OWNERS OF 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

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.

I, WITNESS WHEREOF, THE OWNER/DEVELOPER HAS EXECUTED THIS INSTRUMENT ON _____, 2018.

AVERY LLC

AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____

MATT AVERY, MANAGER

BY _____

SHELBY AVERY, MANAGER

(STATE OF OKLAHOMA)

COUNTY OF TULSA) SS

I

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, ON THIS DAY BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2018, PERSONALLY APPEARED TO ME, MATT AND SHELBY AVERY, MANAGERS OF AVERY LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF AVERY LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL, THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____

CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #6848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "SLEEPY HOLLOW ESTATES, A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ

LICENSED PROFESSIONAL LAND SURVEYOR

OKLAHOMA NO. 1684

STATE OF OKLAHOMA

COUNTY OF TULSA

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS XXXXX DAY OF XXXXXX, 2018, PERSONALLY APPEARED ANDY FRITZ TO ME, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME AS ITS MANAGER, THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

JENNIFER FRITZ

MY COMMISSION EXPIRES 6/23/2021

MY COMMISSION NUMBER 1403008

CERTIFICATE OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

I HEREBY CERTIFY THAT THE ABOVE NOTED SUBDIVISION, COOPER CROSSING EXTENDED III, IS APPROVED FOR THE USE OF PUBLIC WATER SUPPLY AND SANITARY SEWER.

DATED THIS _____ DAY OF _____, 2018

ENVIRONMENTAL SUPERVISOR OF THE OKLAHOMA

DEPARTMENT OF ENVIRONMENTAL QUALITY



Planned Unit Development No. 846

Sleepy Hollow Estates

A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SE/4 OF SECTION TWENTY-NINE (29), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

Owner / Developer

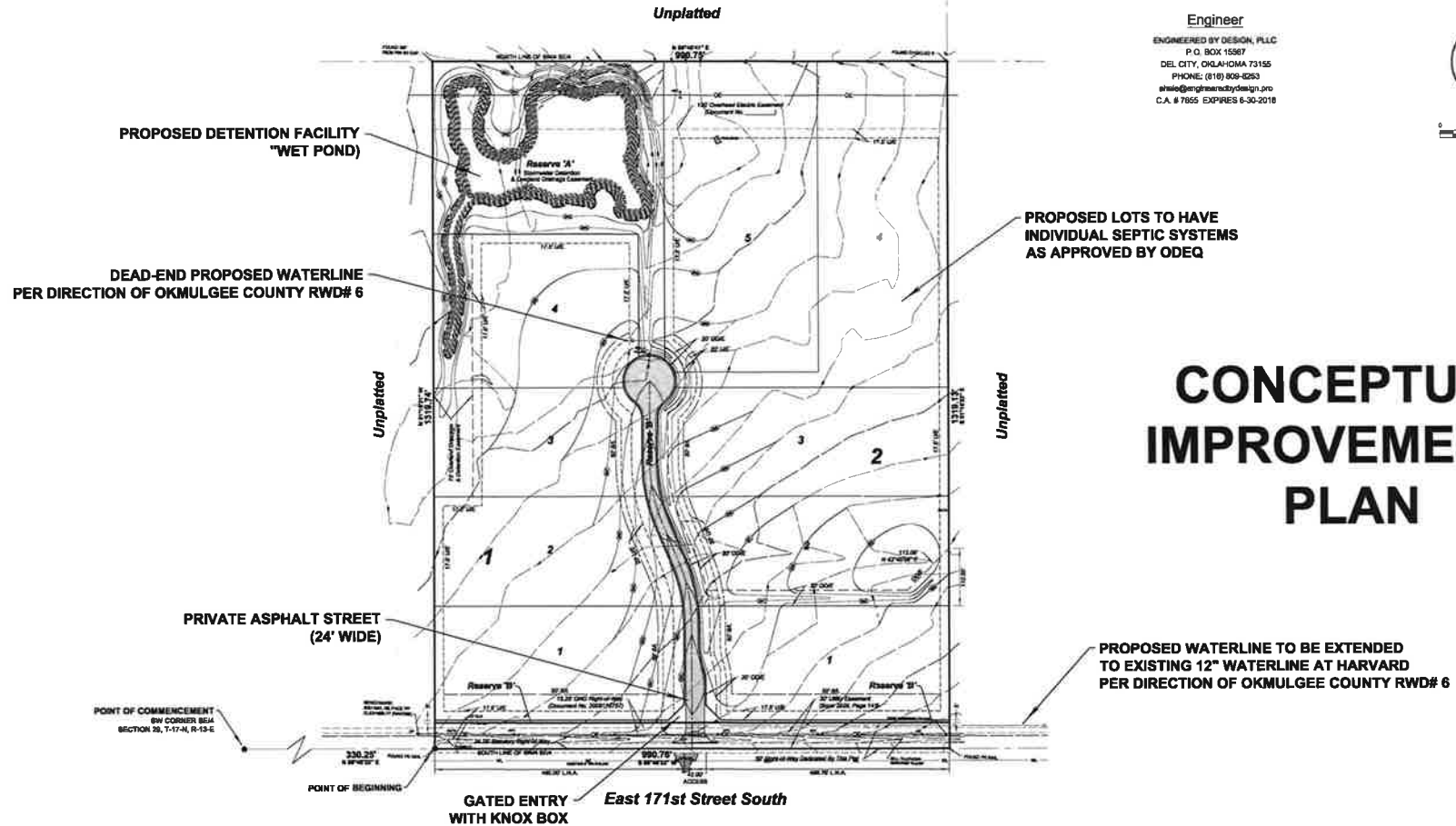
AVERY, LLC
1723 E 137TH ST S
BOX 97, OK 74008
PHONE: (918) 527-3832
MR. MATT AVERY

Surveyor

FRETZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0375
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5648 EXPIRES: 6-30-2018

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL. CITY, OKLAHOMA 73155
PHONE: (918) 809-0253
ahmed@engbydesign.com
C.A. # 7655 EXPIRES: 6-30-2018



CONCEPTUAL IMPROVEMENTS PLAN



Tulsa Metropolitan Area
Planning Commission

Case : Dylan Gateway

Hearing Date: May 16, 2018

Case Report Prepared by:

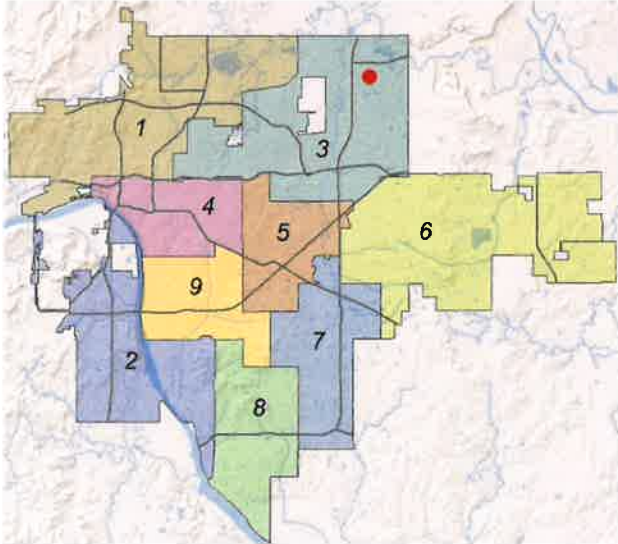
Nathan Foster

Owner and Applicant Information:

Applicant: John Droz, Cyntergy

Owner: FC Tulsa OK Landlord, LLC

Location Map:
(Shown with City Council districts)



Applicant Proposal:

Preliminary Plat

1 lot, 1 block, 81.79 ± acres

Location: East of the southeast corner of
East 43rd Street North and North Garnett
Road

Zoning: IH (Industrial – High)

Staff Recommendation:

Staff recommends **approval** of the
preliminary plat

City Council District: 3

Councilor Name: David Patrick

County Commission District: 1

Commissioner Name: Mike Craddock

EXHIBITS: Site Map, Aerial, Land Use, Growth & Stability, Preliminary Plat Submittal,
Conceptual Improvements

14.1

PRELIMINARY SUBDIVISION PLAT

Dylan Gateway - (CD 3)

East of the southeast corner of East 43rd Street North and North Garnett Road

This plat consists of 1 lot, 1 block on 81.79 ± acres.

The Technical Advisory Committee (TAC) met on May 3, 2018 and provided the following conditions:

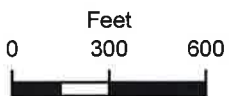
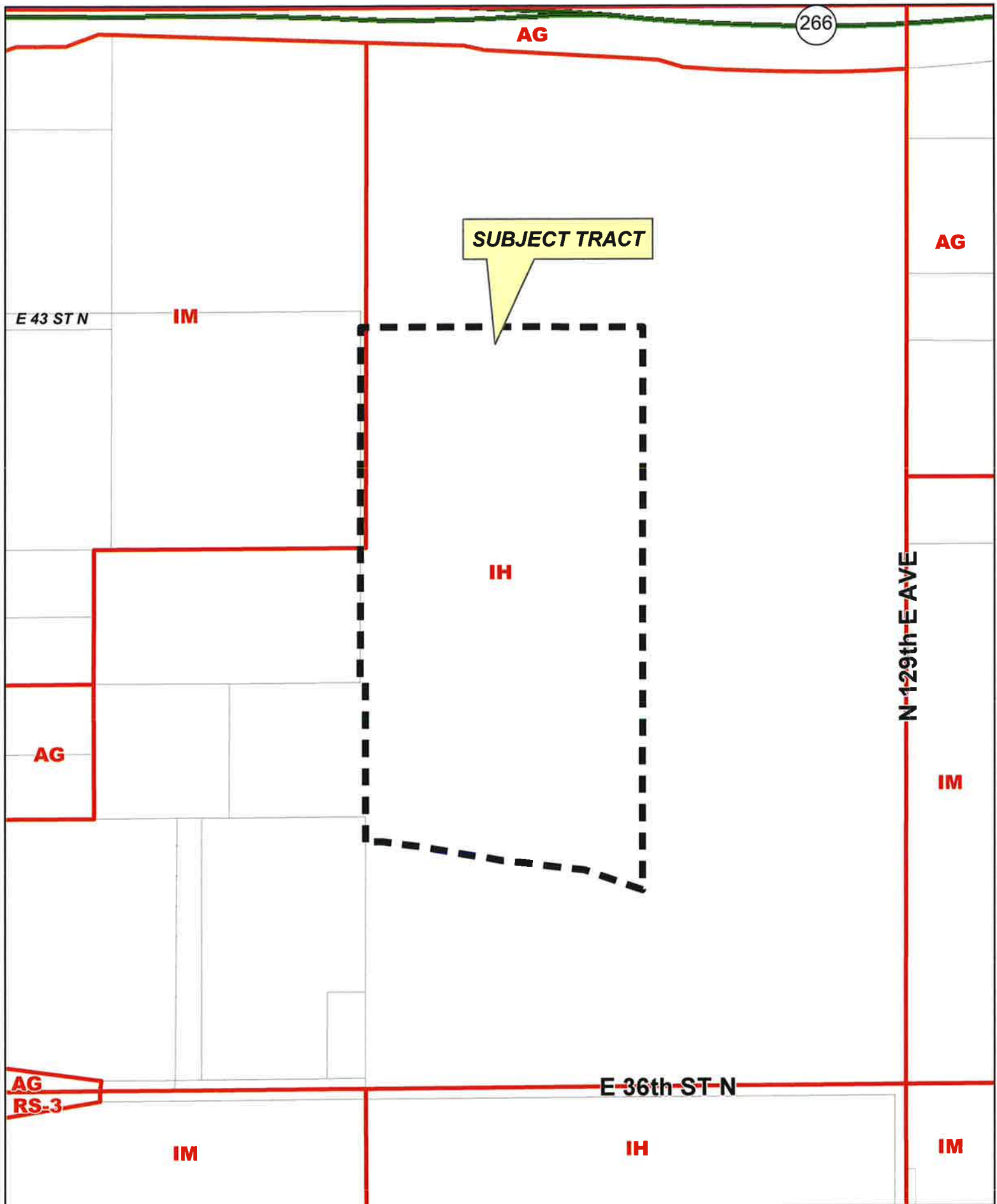
1. **Zoning:** All property contained within the subdivision is zoned IH (Industrial-High). The propose lot in conjunction with the proposed street improvements conform to the requirements of the IH district.
2. **Addressing:** Label lot with assigned address prior to submittal of final plat.
3. **Transportation & Traffic:** Correct right-of-way dedications to indicate "Dedicated by plat" rather than separate instrument and provide dimensions of each. Rename North 126th East Avenue to North 125th East Avenue.
4. **Sewer:** Mainline extension required for sewer service. Provide consent from PSO to establish a utility easement that conflicts with their existing easement. Provide recording information for any separate instrument easements present on site.
5. **Water:** No comments.
6. **Engineering Graphics:** Submit a subdivision control data sheet with final plat. Add "State of" before Oklahoma in the plat subtitle. Spell out IB&M in the plat subtitle. Provide information for owner, engineer, and surveyor on the face of the plat. Define the basis of bearing between two known points associated with the plat. Provide graphically on the face of the plat the bearing angle and distance from the Point of Commencement (POC) to the Point of Beginning (POB). Add date of preparation. Correct location map to show platted properties and label all other property unplatted. Remove parcel lines from location map. Label plat in location map as "Site" or "Project Location".
7. **Fire:** No comments.
8. **Stormwater, Drainage, & Floodplain:** Floodplain is present on the property. Floodplain ordinances must be adhered to and existing floodplain must be placed in the required easement. Detention easement and PSO easement conflict. Provide consent from PSO for the detention easement.
9. **Utilities: Telephone, Electric, Gas, Cable, Pipeline, Others:** All utilities indicated to serve the site must provide a release prior to final plat approval. Provide a Certificate of Records Search from the Oklahoma Corporation Commission to verify no oil & gas activity on the site.

Waivers of Subdivision Regulations:

14.2

1. None requested

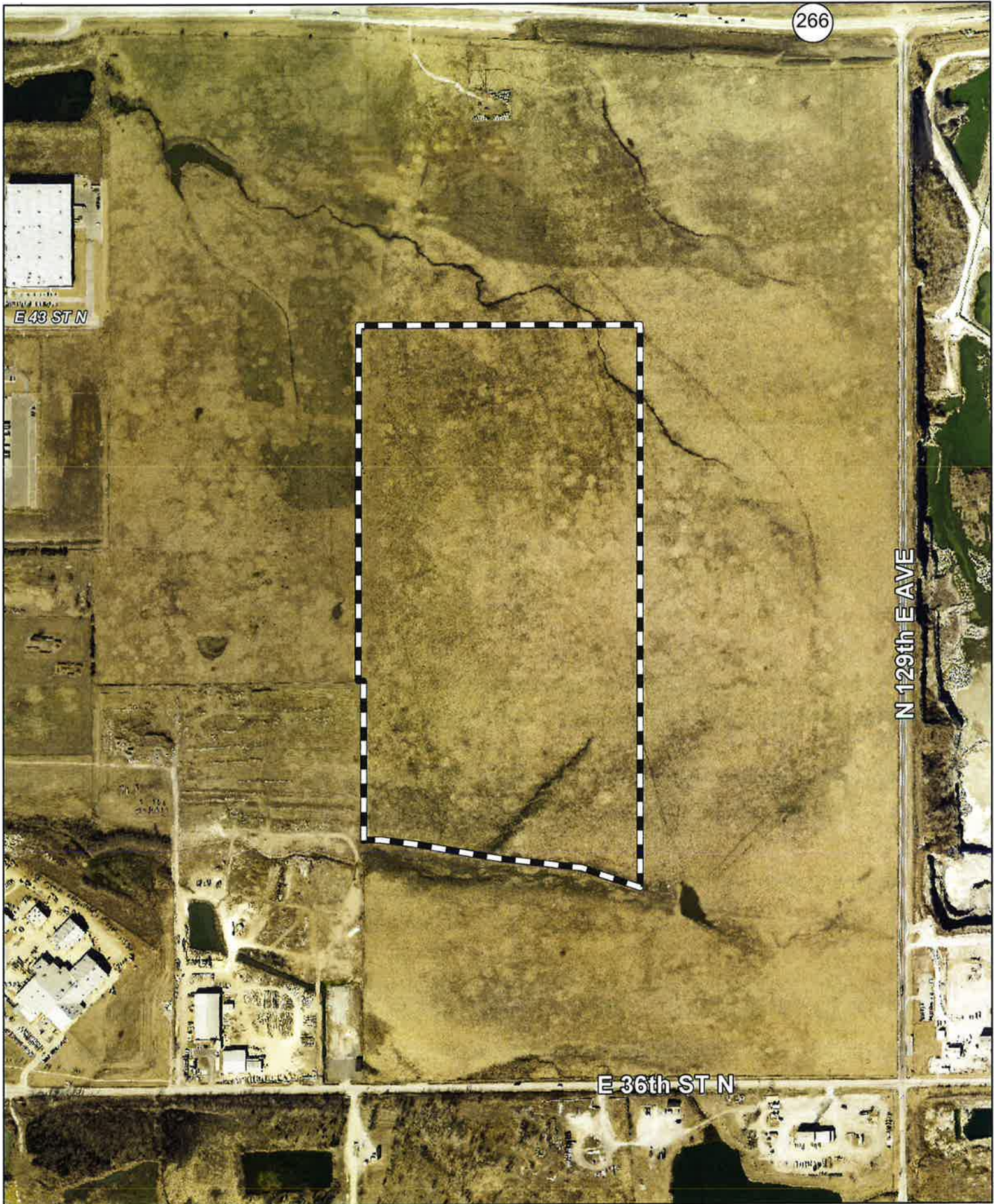
Staff recommends **APPROVAL** of the preliminary subdivision plat and requested subject to the conditions provided by TAC and all other requirements of the Subdivisions Regulations.



**DYLAN
GATEWAY**

20-14 17



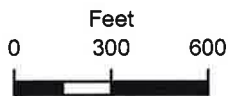


266

E 43rd ST N

N 129th E AVE

E 36th ST N



Subject
Tract

**DYLAN
GATEWAY**

20-14 17

Note: Graphic overlays may not precisely
align with physical features on the ground.

Aerial Photo Date: February 2016



**SUBJECT TRACT
LAND USE PLAN
EMPLOYMENT**

E 43 ST N

N 129th E AVE

E 36th ST N

Land Use Plan Categories

	Downtown		Neighborhood Center
	Downtown Neighborhood		Employment
	Main Street		New Neighborhood
	Mixed-Use Corridor		Existing Neighborhood
	Regional Center		Park and Open Space
	Town Center		Arkansas River Corridor



**DYLAN
GATEWAY**

20-14 17



SUBJECT TRACT

E 43 ST N

N 129th E AVE

E 36th ST N

Growth and Stability



Area of Growth

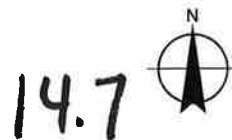


Area of Stability



**DYLAN
GATEWAY**

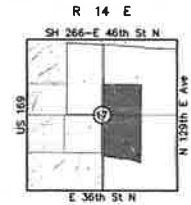
20-14 17



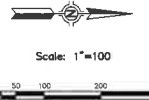
PRELIMINARY PLAT DYLAN GATEWAY

A PART OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 14 EAST, 1.B.&M.
AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA
ADDITION HAS 1 LOT IN 1 BLOCK AND CONTAINS 81.799 ACRES, MORE OR LESS

PLAT NO.



Location Map
SCALE 1"=2500'



Legend
 A/C ACCESS PERMITTED
 B/L BUILDING SETBACK LINE
 D/E DETENTION/DRAINAGE EASEMENT
 L/A LIMITS OF NO ACCESS
 R/W RIGHT-OF-WAY
 U/E UTILITY EASEMENT
 W/E WATER LINE EASEMENT

FINAL PLAT
 CERTIFICATE OF APPROVAL
 I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on _____

TRANSFORMED OFFICIAL
 This approval is void if the plat is not filed in the Office of the County Clerk on or before _____

COUNTY OR CITY ENGINEER

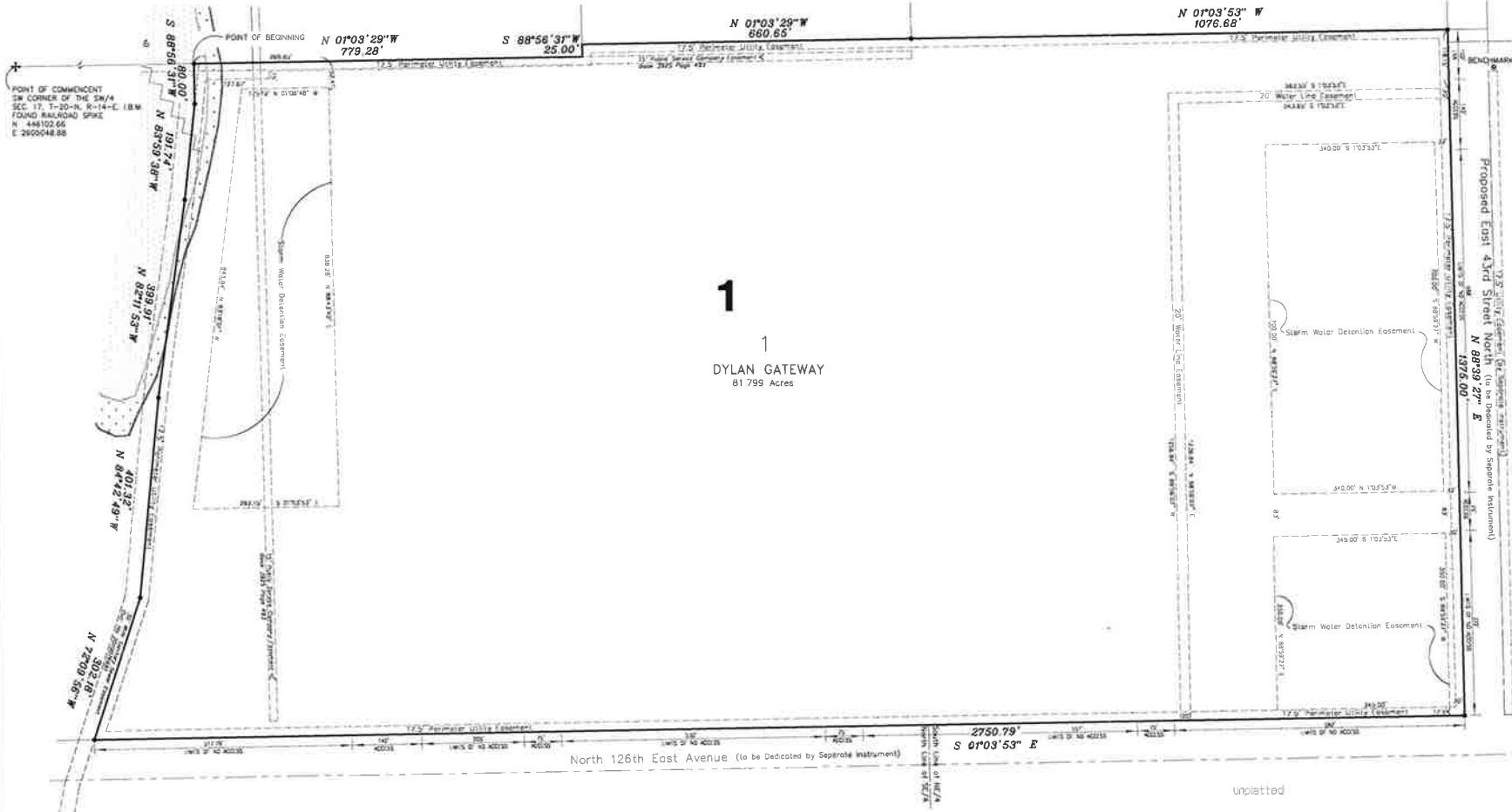
APPROVED
 the Council of the City of Tulsa, Oklahoma

Chairman

Mayer

Attest: City Clerk

Approved: City Attorney



The subject tract is located in Zone X (unshaded) Zone X, Zone AE as shown on the FEMA Flood Insurance Rate Map 4014300254L, revised date October 16, 2012.

ZONE A (SHADED)
 ZONE AE

BENCHMARK: TOP NORTH RM OF SANITARY SEWER MANHOLE AS SHOWN NEAR THE NORTHWEST CORNER OF THIS TRACT. ELEVATION 624.23
 HORIZONTAL DATUM: OKLAHOMA STATE PLANE COORDINATE SYSTEM
 VERTICAL DATUM: NAVD83
 ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AS OF THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LOCAL DESCRIPTION.
 ALL CORNERS ARE MONUMENTED WITH 3/8" IRON PINS

SURVEYOR:
 BENCHMARK SURVEYING
 AND LAND SERVICES, INC.
 P.O. BOX 1078
 OWASSO, OK 74055
 (918) 274-9008
 CERTIFICATE OF AUTHORIZATION NO. 2235
 RENEWAL DATE: JUNE 30, 2016

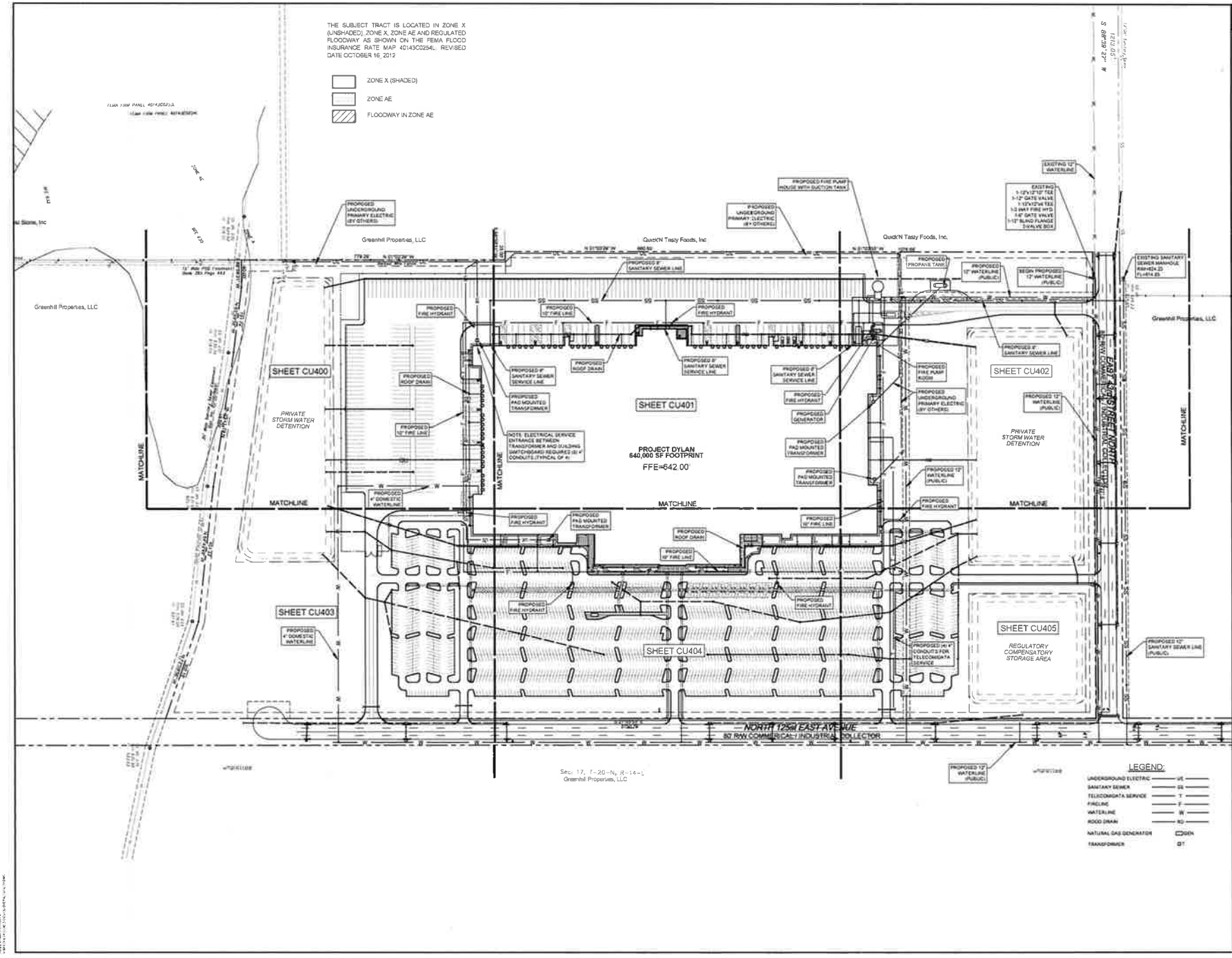
ENGINEER:
 CYNTERGY
 810 SOUTH CINCINNATI
 TULSA, OKLAHOMA 74119
 (918) 520-9976
 CERTIFICATE OF AUTHORIZATION NO. 3537
 RENEWAL DATE: JUNE 30, 2018

OWNER/DEVELOPER:
 FC TULSA OK LANDLORD, LLC

DYLAN GATEWAY
 APRIL 18, 2018
 SHEET 1 of 2

14.8

14.10



THE SUBJECT TRACT IS LOCATED IN ZONE X (UNSHADE), ZONE X, ZONE AE AND REGULATED FLOODWAY AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP 401400024L. REVISED DATE OCTOBER 16, 2012

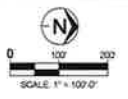
- ZONE X (SHADED)
- ZONE AE
- FLOODWAY IN ZONE AE

CYNTERGY
610 SOUTH OCHOWSKI
SECOND FLOOR
TULSA, OK 74114
918 977 8200
www.cyntergy.com

THIS DOCUMENT IS
PRELIMINARY
IN NATURE AND IS NOT
A FINAL, SIGNED AND
SEALED DOCUMENT

BY CHARLES MITCHELL, P.E.

THIS DOCUMENT IS FOR BIDDING
PURPOSES ONLY AND SHALL NOT BE
USED AS THE BASIS FOR ANY
CONSTRUCTION ACTIVITIES. THE
CONTRACTOR IS RESPONSIBLE FOR
REVIEWING THIS DOCUMENT AS A
WHOLE AND DETERMINING THE
BASIS OF BID



PROJECT DYLAN
SITE PLAN

DATE	BY	CHECKED

DATE: 04/11/18
PROJECT NO: CYN18000103
CHECKED BY: WCM
DRAWN BY: JMD

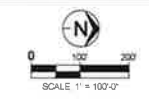
OVERALL UTILITY
PLAN

CU100

THIS DOCUMENT IS
PRELIMINARY
 IN NATURE AND IS NOT
 A FINAL, SIGNED AND
 SEALED DOCUMENT

W. CHARLES MITCHELL, PE
 LICENSE # 0000000000

THIS DOCUMENT IS FOR BIDDING
 PURPOSES ONLY AND SHALL NOT BE
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 CONSTRUCTION ACTIVITIES. THE
 CONTRACTOR IS RESPONSIBLE FOR
 REVIEWING THIS DOCUMENT AS A
 WHOLE AND DETERMINING THE
 BASIS OF BID



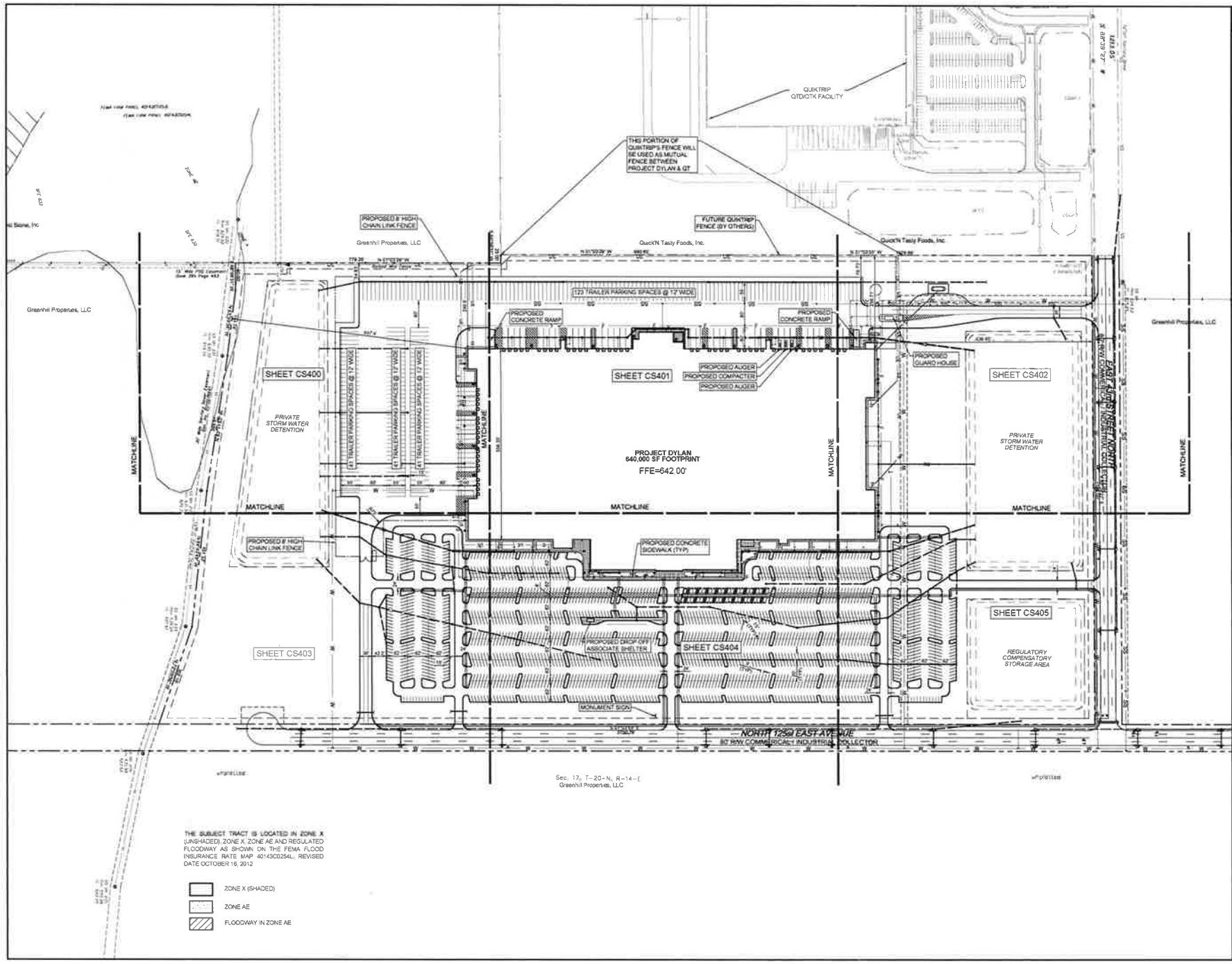
PROJECT DYLAN
 80 ROW COMMERCIAL INDUSTRIAL COLLECTOR

NO.	DATE	CHECK BY

ISSUE DATE: 04/27/18
 PROJECT NO: CYN18000000
 CHECKED BY: HCN
 DRAWN BY: AND

OVERALL SITE PLAN

CS100



14.11



Tulsa Metropolitan Area
Planning Commission

Case Number: Z-7442

Hearing Date: May 16, 2018

Case Report Prepared by:

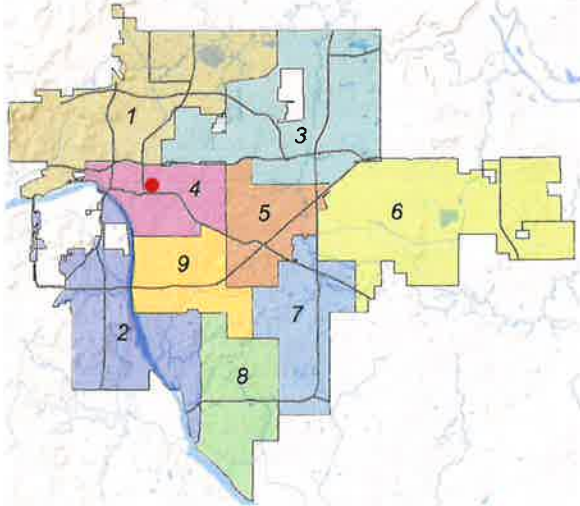
Dwayne Wilkerson

Owner and Applicant Information:

Applicant: Tulsa City Council

Property Owner: GROUP M INVESTMENT INC

Location Map:
(shown with City Council Districts)



Applicant Proposal:

Present Use: Commercial Building

Proposed Use: Mixed Use

Concept summary: Rezoning request as part of the mixed-use zoning initiative associated with the bus rapid transit system. This application is for multiple parcels east of South Peoria Avenue on both sides of East 11th Street South

Tract Size: 1.71 ± acres

Location: East of Southeast corner of S. Peoria Avenue & East 11th Street South

Zoning:

Existing Zoning: OL,CH

Proposed Zoning: MX1-P-U

Comprehensive Plan:

Land Use Map: Downtown Neighborhood,
Main Street

Stability and Growth Map: Area of Growth

Staff Recommendation:

Staff recommends approval.

Staff Data:

TRS: 9307

CZM: 37

Atlas: 3

City Council District: 4

Councilor Name: Blake Ewing

County Commission District: 2

Commissioner Name: Karen Keith

SECTION I: Z-7442

DEVELOPMENT CONCEPT:

This request for rezoning is responsive to a City Council initiative to encourage mixed-use development along the proposed bus rapid transit system route. The current zoning on the site is CH, OL and RM-2.

EXHIBITS:

- INCOG Case map
- INCOG Aerial (small scale)
- INCOG Aerial (large scale)
- Tulsa Comprehensive Plan Land Use Map
- Tulsa Comprehensive Plan Areas of Stability and Growth Map
- 11th Street Bus Rapid Transit Exhibit
- Applicant Exhibits:
 - None provided

DETAILED STAFF RECOMMENDATION:

Case Z-7442 requesting MX1-P-U is consistent with the expected development pattern in the area and,

MX1-P-U is not injurious to the surrounding property owners and,

The MX1 is intended to accommodate small scale retail, service and dining uses that serve nearby residential neighborhoods. The district also allows a variety of residential uses and building types. MX1 zoning is generally intended for application in areas designated by the comprehensive plan as neighborhood centers, main streets and mixed-use corridors. MX1 zoning allows the anticipated future uses in this area along South Peoria and along East 11th Street. The rezoning request is consistent with the Bus Rapid Transit System study and its land use recommendations and,

MX1-P-U is consistent with the Main Street land use vision in the Tulsa Comprehensive Plan, The Pearl District Small Area Plan and the Utica Midtown Corridor Small Area Plan therefore,

Staff recommends Approval of Z-7442 to rezone property from OL and CH to MX1-P-U.

SECTION II: Supporting Documentation

RELATIONSHIP TO THE COMPREHENSIVE PLAN:

Staff Summary: All three sites being considered for MX zoning are consistent with the Tulsa planning efforts for the Pearl District and for the Utica Midtown Corridor Plan.

Land Use Vision:

Land Use Plan map designation: Downtown Neighborhood (parcels on the south side of 11th street), Main Street (East Side of Peoria and on the North side of 11th Street)

Downtown Neighborhoods are located outside but are tightly integrated with the Downtown Core. These areas are comprised of university and higher educational campuses and their attendant housing and retail districts, former warehousing and manufacturing areas that are evolving into areas where people both live and work, and medium- to high-rise mixed use residential areas. Downtown Neighborhoods are primarily pedestrian-oriented and are well

connected to the Downtown Core via local transit. They feature parks and open space, typically at the neighborhood scale.

Main Streets are Tulsa's classic linear centers. They are comprised of residential, commercial, and entertainment uses along a transit-rich street usually two to four lanes wide and includes much lower intensity residential neighborhoods situated behind. Main Streets are pedestrian-oriented places with generous sidewalks, storefronts on the ground floor of buildings, and street trees and other amenities. Visitors from outside the surrounding neighborhoods can travel to Main Streets by bike, transit, or car. Parking is provided on street, small private off street lots, or in shared lots or structures.

Areas of Stability and Growth designation: Area of Growth

The purpose of Areas of Growth is to direct the allocation of resources and channel growth to where it will be beneficial and can best improve access to jobs, housing, and services with fewer and shorter auto trips. Areas of Growth are parts of the city where general agreement exists that development or redevelopment is beneficial. As steps are taken to plan for, and, in some cases, develop or redevelop these areas, ensuring that existing residents will not be displaced is a high priority. A major goal is to increase economic activity in the area to benefit existing residents and businesses, and where necessary, provide the stimulus to redevelop.

Areas of Growth are found throughout Tulsa. These areas have many different characteristics but some of the more common traits are close proximity to or abutting an arterial street, major employment and industrial areas, or areas of the city with an abundance of vacant land. Also, several of the Areas of Growth are in or near downtown. Areas of Growth provide Tulsa with the opportunity to focus growth in a way that benefits the City as a whole. Development in these areas will provide housing choice and excellent access to efficient forms of transportation including walking, biking, transit, and the automobile."

Transportation Vision:

Major Street and Highway Plan: 11th and Peoria are both Urban Arterial Streets with the multi modal corridor overlay designation.

Multi-modal streets emphasize plenty of travel choices such as pedestrian, bicycle and transit use. Multimodal streets are located in high intensity mixed-use commercial, retail and residential areas with substantial pedestrian activity. These streets are attractive for pedestrians and bicyclists because of landscaped medians and tree lawns. Multi-modal streets can have on-street parking and wide sidewalks depending on the type and intensity of adjacent commercial land uses. Transit dedicated lanes, bicycle lanes, landscaping and sidewalk width are higher priorities than the number of travel lanes on this type of street. To complete the street, frontages are required that address the street and provide comfortable and safe refuge for pedestrians while accommodating vehicles with efficient circulation and consolidated-shared parking.

Streets on the Transportation Vision that indicate a transit improvement should use the multi-modal street cross sections and priority elements during roadway planning and design.

Trail System Master Plan Considerations: None

Small Area Plan:

6th Street Infill Plan on north side of 11th Street (Approved by Tulsa City Council January 2006 amendments approved by Tulsa City Council April 2014) The small area plan illustrates this

area as a mixed-use infill sub area. That sub area is generally considered appropriate for a residential, commercial, office, manufacturing, warehousing, and reuse of existing structures.

Utica Midtown Corridor Plan on South side of 11th Street. The Utica Midtown Corridor (North) recognizes that this area is ideal for mixed-use development. Mixed-use occurs at two different scales: the building scale and the block or neighborhood scale, both of which are appropriate in this area. Mixed-use buildings should be encouraged along 11th Street and Peoria Avenue. Mixed-use blocks are appropriate in all areas identified as Growth areas.

Special District Considerations: Mixed use zoning will be consistent with the anticipated Route 66 Overlay that is anticipated along this corridor. Coincidentally that overlay is on the same Planning Commission meeting as this item May 16th, 2018.

Historic Preservation Overlay: None

DESCRIPTION OF EXISTING CONDITIONS:

Staff Summary: All the properties are currently occupied with single story commercial buildings and associated parking.

Snippet looking southeast from South Peoria at E. 11th Street:



Snippet looking northwest from South Rockford at E. 11th Street:



Snippet looking South East from Rockford at East 11th Street:



Environmental Considerations: None that would affect site redevelopment. The Elm Creek regulatory flood plain may affect site redevelopment near at the intersection of East 11th Street at South Peoria Ave.

Streets:

<u>Exist. Access</u>	<u>MSHP Design</u>	<u>MSHP R/W</u>	<u>Exist. # Lanes</u>
South Peoria Avenue	Urban Arterial with multi modal overlay	70 feet	4
East 11 th Street South	Urban Arterial with multi modal overlay	70 feet	4
South Quaker Avenue	None	50 feet	2
South Rockford Avenue	None	50 feet	2

Utilities:

The subject tract has municipal water and sewer available.

Surrounding Properties: (Note: This outline below covers all three parcels and is intended to give the reader a general idea of the wide variety of zoning categories, uses and eclectic flavor of the area.)

Location	Existing Zoning	Existing Land Use Designation	Area of Stability or Growth	Existing Use
North	MPD-FBC1 RS-4 CH	Downtown Neighborhood Main Street	Growth	Commercial
East	CH OL RM-2	Downtown Neighborhood Main Street	Growth	Commercial
South	CH OL RM-2	Downtown Neighborhood Main Street	Growth	Commercial
West	RS-3 RS-4 CH	Downtown Neighborhood Main Street	Growth	Commercial Public Park west of Peoria

SECTION III: Relevant Zoning History

ZONING ORDINANCE: Ordinance number 11815 dated June 26, 1970, established zoning for the subject property.

Subject Property:

BOA-21645 October 2013: The Board of Adjustment **approved** a *special exception*, with conditions, to permit required off-street parking to be located on a lot other than the lot containing the primary use to allow a restaurant (Section 1301.D), on property located on the northwest corner of East 11th Street South and South Rockford Avenue (the subject property) and the northeast corner of East 11th Street South and South Rockford Avenue. The approval is in conjunction with the agreement between Ike's Chili and Greer Appliances.

BOA-20366 October 2006: The Board of Adjustment **interpreted the zoning text** to determine the classification of the Meadow Gold sign and found it was consistent with a historic marker (UU-1), on property located east of the southeast corner of South Peoria Avenue and East 11th Street South.

Surrounding Property:

BOA-22410 March 2018: The Board of Adjustment **approved** a *variance, subject to conditions* to allow required accessible parking spaces to be located off site from the principal use (Section 55.080-D-1), on property located north of the northeast corner of East 11th Street South and South Peoria Avenue.

BOA-21848 February 2015: The Board of Adjustment **approved** a *variance* to reduce the parking requirement to 0 in a CH District to permit a mixed use commercial, on property located at 1402 East 11th Street South, the southeast corner of East 11th Street South and South Quincy Avenue.

BOA-21832 January 2015: The Board of Adjustment **approved** a *variance* to reduce the required off-street parking requirement to 0 in a CH District (Section 1214.D) to permit a commercial retail use, on property located at 1513 East 11th Street, west of East 11th Street South and South Saint Louis Avenue.

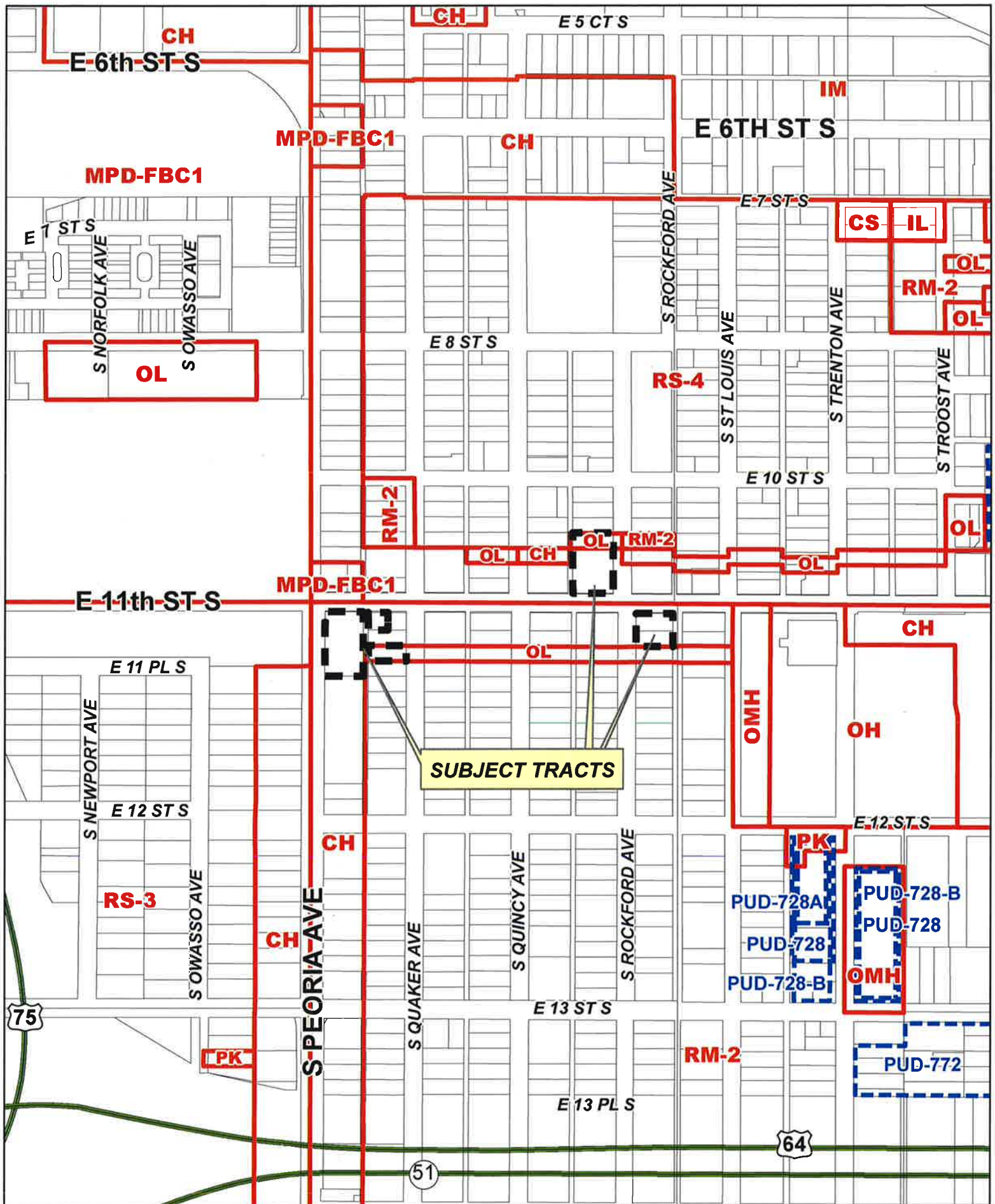
BOA-21753 August 2014: The Board of Adjustment **approved** a *variance* of the required parking from 23 spaces to 18 spaces, on property located at 1416 East 11th Street, the southwest corner of East 11th Street and South Rockford Avenue.

Z-7176 November 2011: All concurred in **approval** of a request for *rezoning* a 60± acre tract of land from RS-3/RM-2/RM-3/OL/OM/PK/CS/IL/PUD-629 to MPD-FBC1 on property located on the northeast corner of East 11th Street South and South Peoria Avenue & north and west of the northwest corner of East 11th Street South and South Peoria Avenue.

BOA-20233 April 2006: The Board of Adjustment **approved** a *special exception* to allow off-street parking in an RM-2 district; a *variance* of the required screening on the east; and a *variance*, with conditions, of the setback from South Quaker from 50 ft. to 25 ft. from centerline, on property located north of the northwest corner of South Quaker Avenue and East 11th Street South.

BOA-19982 February 2005: The Board of Adjustment **approved** a *variance* of the required parking from 22 spaces to 12 spaces, on property located at 1125 South Peoria Avenue, south of the southeast corner of East 11th Street and South Rockford Avenue.

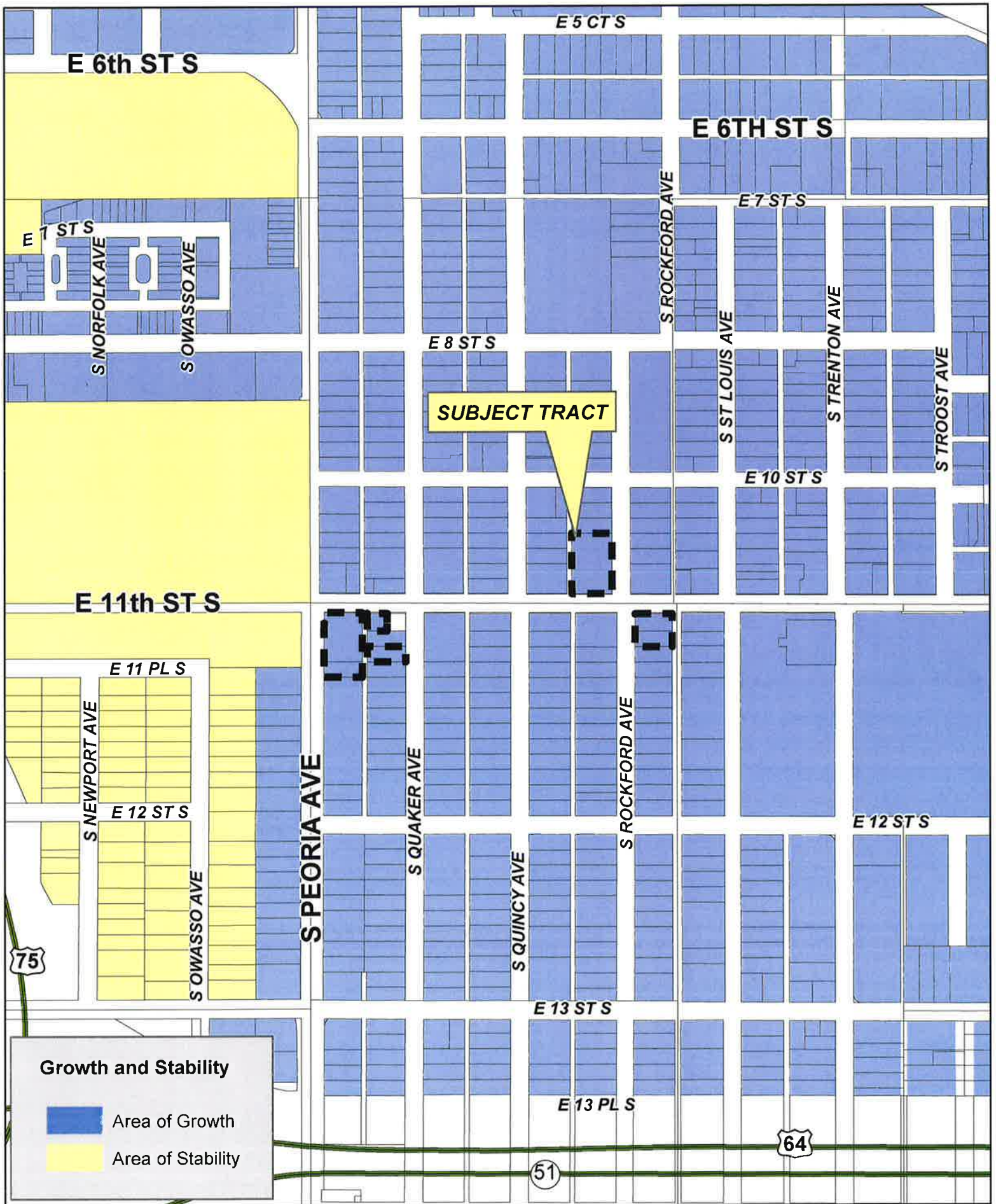
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Z-7442

19-13 06 & 19-13 07

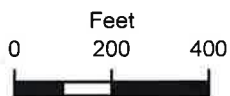
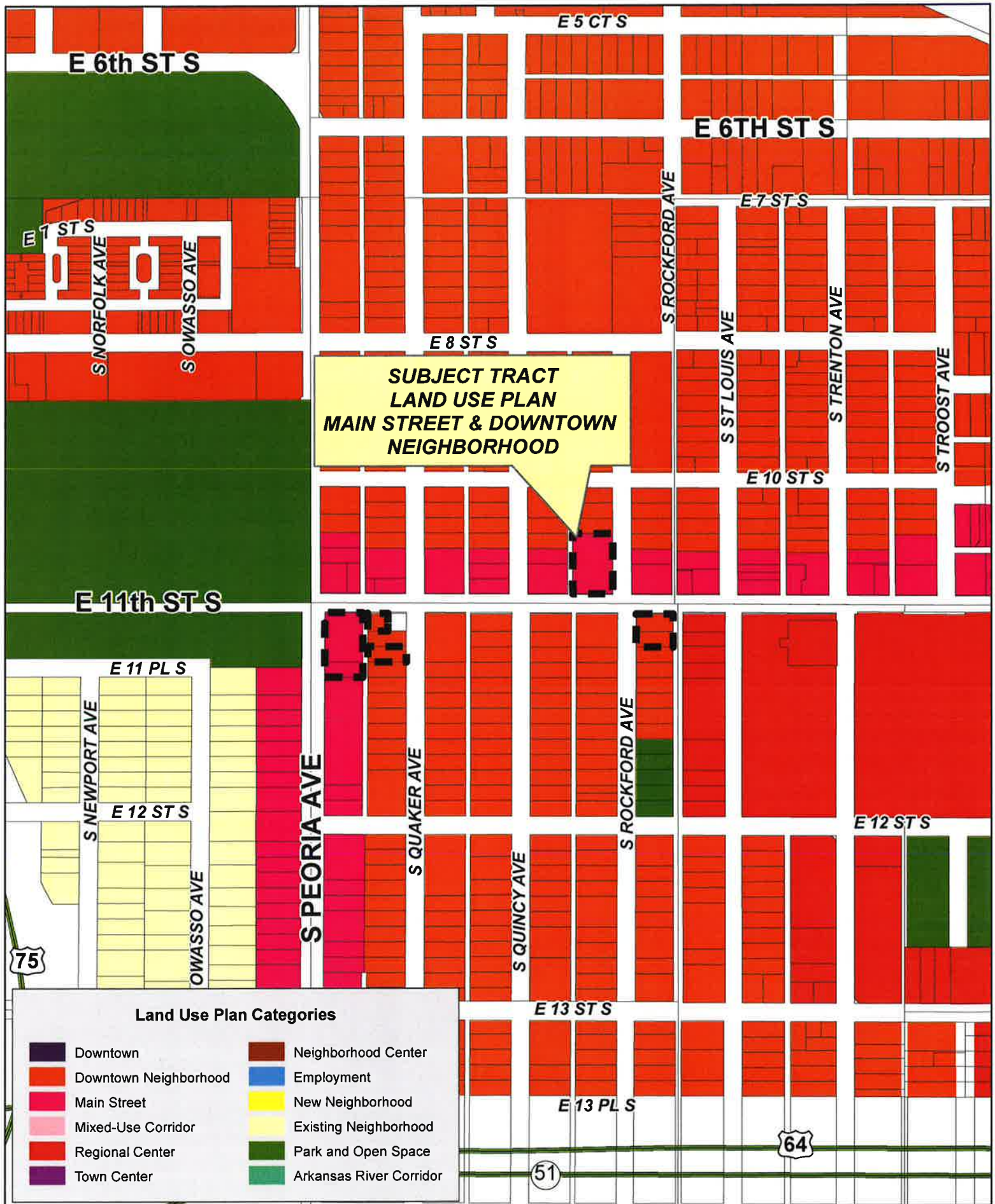
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Z-7442

19-13 06 & 19-13 07





Z-7442

19-13 06 & 19-13 07





0 Feet 200 400



Subject Tract

Z-7442

19-13 06 & 19-13 07

Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: February 2016





S Peoria Ave

S QUAKER AVE

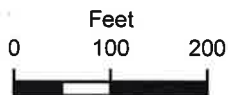
S QUINCY AVE

S ST LOUIS AVE

E 11th ST S

S ROCKFORD AVE

E 8 ST S



Subject
Tract

Z-7442

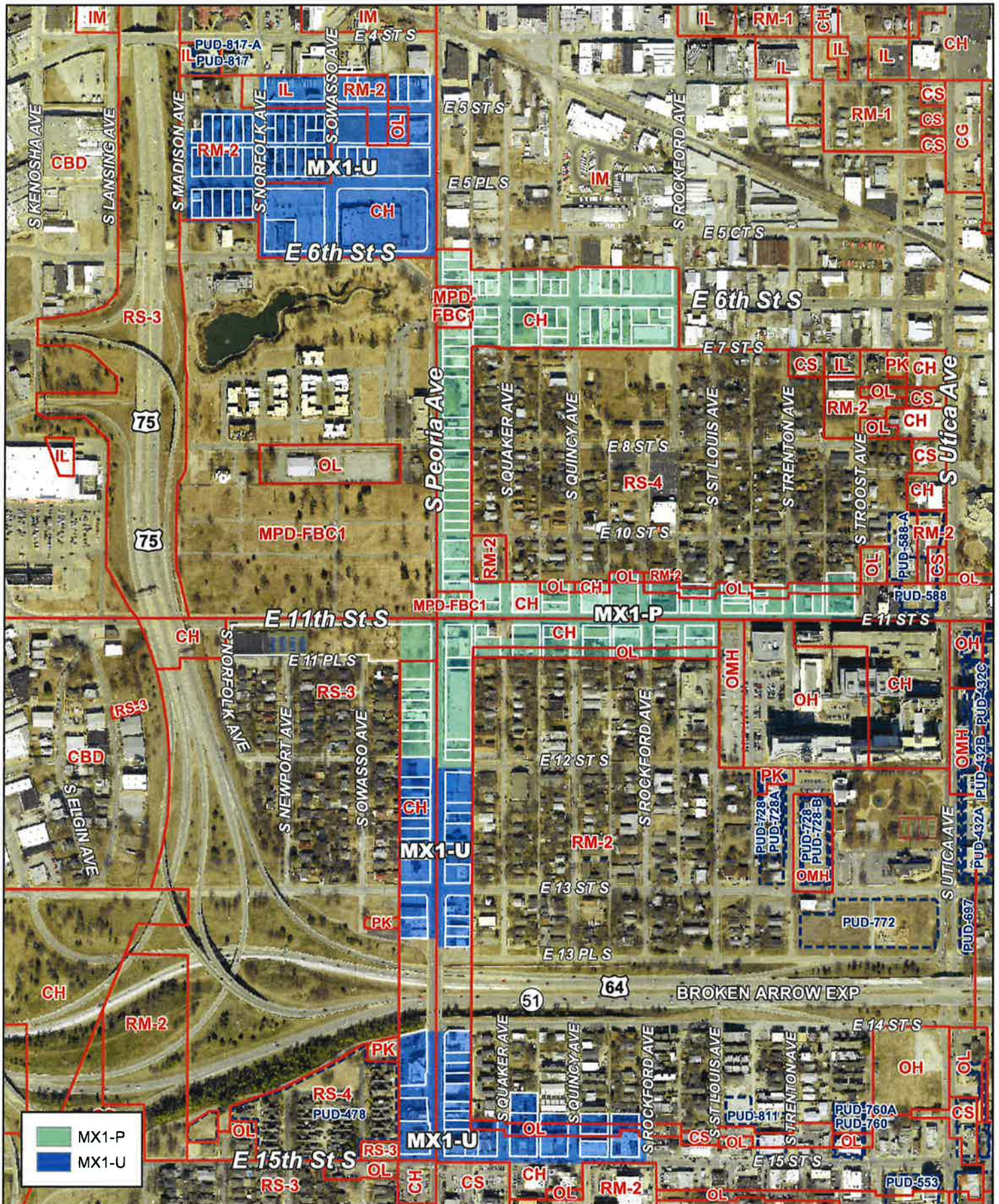
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Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: February 2018



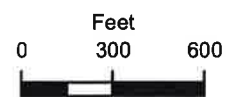
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Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: February 2016

11th Street



15.13

