

AGENDA
JENKS PLANNING COMMISSION
THURSDAY, MAY 8, 2025, 6:00 PM
JENKS CITY HALL, 211 NORTH ELM

If you require special accommodations pursuant to the Americans with Disabilities Act, please notify the City Clerk's Office at (918) 299-5883 or email agendas@jenksok.org.

CALL TO ORDER

OATH OF OFFICE

ROLL CALL

ELECTION OF CHAIR

ELECTION OF VICE CHAIR

BUSINESS

Official action can only be taken on items which appear on the agenda. The Planning Commission may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item (except for Item 1).

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the Commission to be routine and will be enacted by one motion. Any Commissioner may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - A. Approve minutes of the regular meeting held on March 03, 2025
 - B. Approve Plat 25-09, a Preliminary Plat for 121 Crossing. General Location: 121st & HWY 75
 - C. Approve Plat 25-12, a Preliminary Plat for Frazier Falls. General Location: Harvard and 126th
 - D. Approve Plat 25-13, a Preliminary Plat for Glenwood Ridge. General Location: 121st and Elm
 - E. Approve Plat 25-14, a Preliminary Plat for Bridgepoint. General Location: 131st and Harvard
2. Consideration and appropriate action relating to items removed from the Consent Agenda
3. JZ 25 PUD 116.ma1 - A request for a Major Amendment to PUD 116 to reduce minimum livability space in Frazier Meadows II. General Location: 131st and Harvard.

OTHER BUSINESS

1. Planning Updates

ADJOURNMENT

MINUTES
JENKS PLANNING COMMISSION
THURSDAY, MARCH 6, 2025, 6:00 PM
JENKS CITY HALL, 211 NORTH ELM

CALL TO ORDER

The Jenks Planning Commission was called to order at 6:07 p.m. on March 06, 2025, by Chair Scott West.

ROLL CALL

Present

Gina Wilson
Amy Bors
Craig Bowman
Greg Nixon
Ray Stephens
Chair Scott West

Absent

Rob Sellers

BUSINESS

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under “Consent” are considered by the Planning Commission to be routine and will be enacted by one motion. Any Commissioner may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - A. Approve minutes of the regular meeting held on February 06, 2025
 - B. Approve Plat 25-08: Request for a Preliminary Plat for Kimberly Estates. General Location: 131st & Kimberly Clark Pl
 - C. Approve Plat 25-10, an amendment to the Crain and Wilson Industrial Park Addition Plat, amending the building setback line for the west lot line of Lot 1 Block 1 to 25 feet. General Location: 531 W "H" St.
 - D. PA 25-45: Comprehensive Future Land Use Map Amendment from Local Commercial to Medium Intensity Single Family. General Location: 131st & Harvard

Gina Wilson made a motion to approve Item 1. Greg Nixon seconded the motion. Gina Wilson made a motion to approve Item 1. Greg Nixon seconded the motion. A roll call vote of members was taken as follows:
Yes: Amy Bors, Craig Bowman, Gina Wilson, Greg Nixon, Ray Stephens, Scott West
No: None
Motion Carried.
2. Consideration and appropriate action relating to items removed from the Consent Agenda

Withdrawn
3. JZ 25 SUP 124: Request for a Place of Assembly. General Location: 219 S Gateway Pl

Planning Director Marcae Hilton introduced Item 3 and answered questions. Josh Krebs (applicant) addressed the Commission about his application and answered questions. Craig Bowman made a motion to approve Item 3. Amy Bors seconded the motion. A roll call vote of members was taken as follows:

Yes: Amy Bors, Craig Bowman, Gina Wilson, Greg Nixon, Ray Stephens, Scott West

No: None

Motion Carried.

4. Updates and changes to Chapter 16 – Unified Development Ordinance of the Jenks City Code: Article 3 – Base District Specific Standards; Article 5 – Use Specific Standards; Article 6 – Development Standards; and Article 9 – Administrative Procedures.

Planning Director Marcae Hilton introduced Item 4 and answered questions. Keith Montgomery (10612 S Fir Ave) and Charlotte Montgomery (10612 S Fir Ave) gave public comments to the Commission. *Craig Bowman left at 7:41 p.m. and returned at 7:43 p.m.* Scott West made a motion to approve Item 4 with the following conditions: Use of Assembly only allowed in RTC with PUD above the ground floor, Roof Mounted Structures require approval by Planning Commission, and Parking in Residential zonings required to be in the designated drive aisle. Craig Bowman seconded the motion. A roll call vote of members was taken as follows:

Yes: Amy Bors, Craig Bowman, Gina Wilson, Greg Nixon, Ray Stephens, Scott West

No: None

Motion Carried.

OTHER BUSINESS

1. Planning Updates

Planning Director Marcae Hilton gave a planning update.

ADJOURNMENT

The Jenks Planning Commission adjourned at 7:52 p.m.

To Chair Dr. Scott West and Planning Commission
Hearing Date May 08, 2025
Case Number Plat 25-09 121 Crossing
Request Preliminary Plat
Location North of 121st and west of HWY 75 (2517 W 121st St)
Applicant Amy Baumann

Staff Report Preparer | Marcaé Hilton

Attachments Preparer
 Preliminary Plat Documents Rogers Engineering

Background Information

STAFF COMMENTARY | The owner of the lot changed the zoning to CS (Commercial Shopping) to better align with their goals for the property and to better fit in the surrounding development, both present and future. Per the applicant, the future use of this lot is: light office, medical, retail, and sports facilities.

PLANNING DATA

General Location 2517 W 121st St.
Account # R98234823445910
Owner TRIPLE H SPORTS INC
Address 2517 W 121 ST S
Zoning CS, Commercial (Ordinance 1125, 1549, 1592)
Proposed Uses Commercial Shopping
Comp Plan Regional Commercial & Business Park
Annexation May 03, 2022
Site Plan Submitted, currently undeveloped, previously residential/agriculture
Plat Data Preliminary Plat Approval
Gross Acres 9.51
Gross SF 414,055.2
1 Block, 3 Lots
Access: 1 mutual access along the east
121st Street This segment of State Highway 117 is classified as Primary Arterial

EVALUATION: Staff believes the rezoning request will be in compliance with all City requirements. Approval of the rezoning will allow the applicant to move forward with future project development.

TAC COMMENTS | APRIL 1, 2025:

1. AEP/PSO AARON N SMITH | TRANS RIGHT OF WAY AGENT
Good Afternoon, I do not see any PSO transmission lines in the two areas. If you have any questions or if you need anything, please let me know. Thank you.
2. Oneok, Timothy Mikles, Right-of-Way & Damage Agent III121st Crossing (Triple H) Preliminary Plat, Jenks, OK (E/E/SE/SW 34-18N-12E, Tulsa Co., OK)
ENGINEER: Amy Baumann amy@triplehok.com
North of 121st and west of Highway 75
Undeveloped
Zoning CS
Approximately 10 Acres
1 Block, 3 Lots
 - o Magellan Pipeline Company, L.P. (285) a subsidiary of ONEOK, Inc. (010)
Tulsa - Glenpool East No. 5 (8") Pipeline
Pipeline Number: 6635
No Impact: Pipeline is north and east of the property (NE/SW & SW/SE 34-18N-12E, Tulsa Co., OK)
3. COX, Angela Hughes, Hi Marcae! Please find your signed release letter for 121st Crossing. Thank you!

CONDITIONS:

1. The filing of the Plat will be required before any building permits are issued.
2. See face of plat for corrections.
 - a. Limits of No Access should be added.
 - b. Add "R" to Right of Way Dedication.
 - c. Add "MAE" to Legend.
 - d. Use different dash for MAE to distinguish from easements.
 - e. MAE should extend to property line.
 - f. Add maintenance to language to DOD.
3. What is the area of each lot? Add to face of the plat in acres and square feet.
4. Site Plan
 - a. Use Table 16-3-1 for bulk and dimensional standards.
 - b. See: [Sec. 16-3-4. Permitted, Conditional, Special Exception, and Specific Uses.](#)
 - i. Adhere to [Additional Regulations found in Table 16-3-4](#)
 - c. Use [ARTICLE 6. - DEVELOPMENT STANDARDS](#) for site plan development.
5. Revise and resubmit DOD. Comments are not a complete list.
 - a. References to Tulsa County?
 - b. Okmulgee County Water?
 - c. Home Owners Association, Residential?
 - d. PUD?

RECOMMENDATION: *Staff and TAC recommend conditional approval of the preliminary plat.*

Table 16-3-1(B): Nonresidential District Bulk and Dimensional Standards				
Standard	CS	Lot 1	Lot 2	Lot 3
Lot Standards (Minimum)				
Lot Area (acres)	n/a			
Lot Width (ft)	n/a			
Yard Setbacks (Minimum, unless otherwise stated)				
Front, maximum (ft)	0 n/a			
Exterior Side(ft) (3), maximum (ft)	0 n/a			
Interior Side (ft) (3)	10 (1)			
Rear (ft) (3)	10 (1)			
Building Standards (Maximum)				
Height (ft)	60			
Impervious Surface Coverage	70%			
Notes1) Add one additional foot of setback for each one foot of building height exceeding 18 feet, if the abutting property is within an RE, RS, or RD District.				



Figure 1: Primary Arterial per INCOG Major Street and Highway Plan

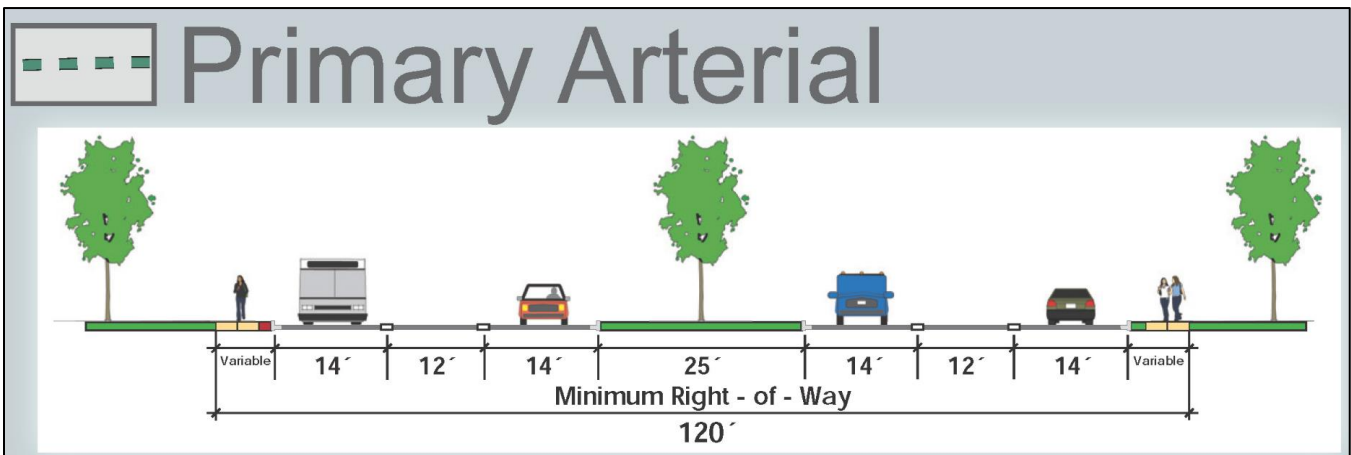


Figure 2: INCOG TMA | ROW Standards

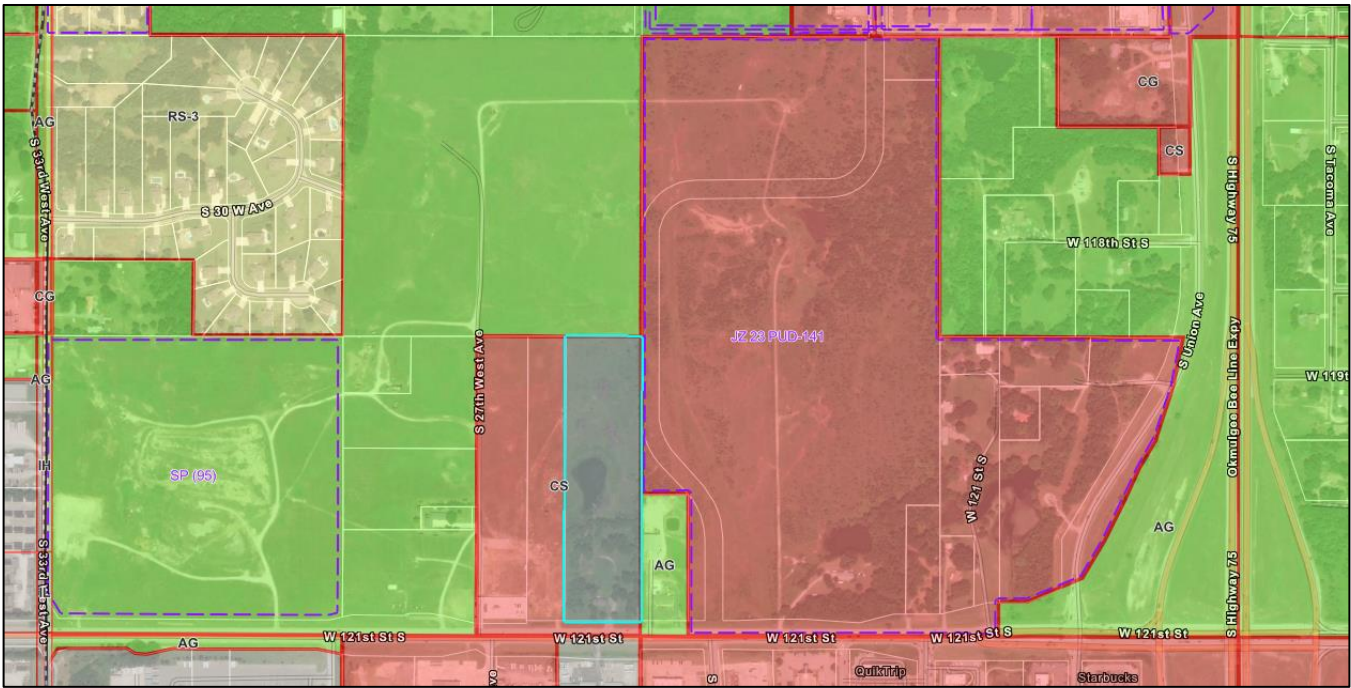


Figure 3 | INCOG Map

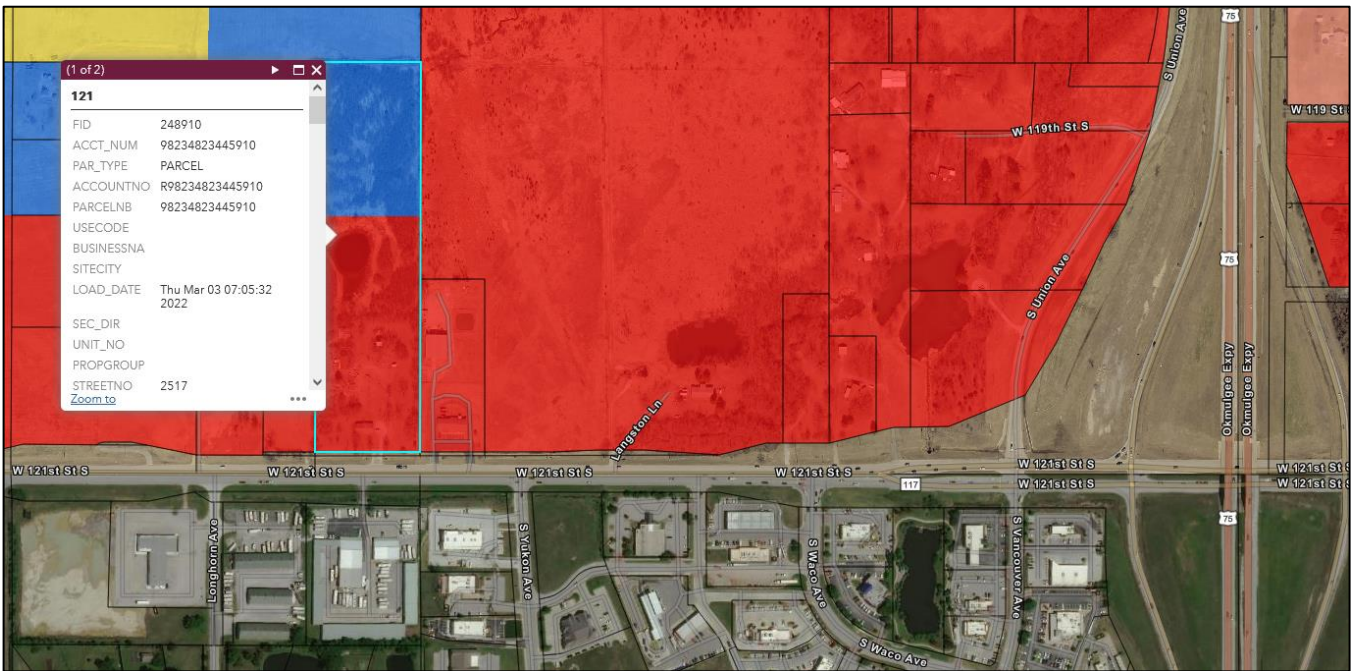


Figure 4 | Comp Plan Map

UDO LANGUAGE:

- (5) **Preliminary Plat.** The purpose of the preliminary plat application is to provide the City with an overall plan for the proposed development.
 - (a) **Preliminary Plat Review Requirements.** The preliminary plat shall show or be accompanied by the following:

- *The name and address of the owner or owners of the land to be subdivided, the name and address of the subdivider if other than the owner and the name and address of the land surveyor,*
 - *The date of preparation of the plat, north arrow, and scale (written and graphic presentation),*
 - *Key or location map showing location of subdivisions within the mile section,*
 - *An accurate legal description of the property,*
 - *The location and dimensions of all boundary lines of the proposed subdivision to the nearest one-hundredth foot,*
 - *The names of all adjacent subdivisions and the names, locations and widths of all existing and proposed streets, easements, drainage ways and other public ways, adjacent to the property,*
 - *The locations and widths of easements of all oil, gas and petroleum products pipelines and of existing utilities on or adjacent to the property,*
 - *The location and description of all existing structures, water bodies and watercourses,*
 - *The areas subject to flooding based upon the regulatory flood plain boundary,*
 - *The names, locations and widths of all proposed streets, confirm types of streets and compliance with section 16-8-8,*
 - *The location and dimension of all proposed streets, drainage ways, pedestrian ways, bike paths, parks, playgrounds, public ways, or other public or private reservations,*
 - *All proposed lots progressively numbered and building setback lines,*
 - *Blocks progressively numbered,*
 - *A topographic map of the subdivided area with contour lines having two-foot contour intervals based on United States Coastal and Geodetic Survey datum,*
 - *Any other information as may be deemed by the Planning Commission as reasonably necessary for the full and proper consideration of the proposed subdivision,*
 - *Conforms to Subdivision Regulations for design and layout,*
 - *Connects with current and anticipated future abutting development(s),*
 - *Lot dimensions and shapes facilitate private use and infrastructure placement,*
 - *Takes advantage of existing environmental features of the property,*
 - *Underground Mines. The subdivider shall locate mines under a proposed subdivision and designate the location of the same on the subdivision plat. The location of the mines shall be based upon information and/or techniques which have been approved in advance by the City Engineer which are reasonably calculated to accurately locate mines and their depths.*
- (i) *The City Engineer may recommend that the City Council prohibit the erection of structures over the mine locations if the mines cannot be collapsed and the material compacted to City Engineer specifications or if, because of the shallow depth of the mine or its size, the mine would have the potential for cave-in. Appropriate building setbacks may be required upon the lots. The City Engineer may require other conditions to be met by the subdivider, based upon the location of the mines and any subsurface investigation reports, which would assist in preventing cave-ins under areas upon which structures may be erected.*

(ii) *The City Engineer may require that any streets or utility easements which may be dedicated to the City of Jenks or the public, either not be located over mines, or the mines collapsed and compacted to City Engineer Specifications, or additional bonding requirements imposed upon the subdivider to repair or reroute streets or utility easements in the event of cave-ins under the same.*

(iii) *All mine entrances shall be sealed and closed to the specifications of the City Engineer.*

(b) *Additional Engineering Review Items:*

Are all lots serviced with public street access?

Are off-site access requirements and/or Limits of Access (LA/LNA) shown for driveways and streets onto an arterial street?

Is there conformity to INCOG's published Major Street and Highway Plan, including street names and connections to existing and/or future street?

Are all lots serviced with water and are adequate easements dedicated for water?

Are all lots serviced with sanitary sewer and are adequate easements dedicated for sanitary sewer?

Is the detention area identified as a separate area within the plat? It may consist of one or more platted lots, a separate block, or it may be identified as a reserve area.

Does the plat provide an accessway at least 20 feet wide to the required detention area? Access may be provided by frontage on a dedicated public street to the detention area.

If the detention facility is approved by the City to serve areas outside the subdivision in which it is located, have the additional areas been specifically identified in the dedication?

Does the ownership and maintenance responsibility for detention facility remain with the private sector if the facility is an integral usable part of the development? In all other cases, the detention facility will be dedicated to the public and the public will be responsible for the maintenance thereof. In the event the detention facility, as a result of drainageway improvements, becomes unnecessary, the facility by action of the City of Jenks shall revert to the person firm or corporation making such dedication or his heirs, successor or assignees.

(c) *Recommendation by the Planning Commission. The Planning Commission shall evaluate the proposed Major Subdivision preliminary plat, and after consideration of the City Planner report, make a recommendation to the City Council to approve, approve with modifications, or deny the Major Subdivision preliminary plat based on the applicable review criteria. The Planning Commission shall transmit a report containing its recommendation to approve, approve with modifications, or deny the Major Subdivision preliminary plat to the City Council.*

(d) *Action by City Council. The City Council shall evaluate the proposed Major Subdivision preliminary plat, and after consideration of the Planning Commission's recommendation, the City Planner report, and the applicable review criteria, may approve, approve with modifications, or deny the Major Subdivision preliminary plat in accordance with applicable state law.*

Table 16-3-4(C) Nonresidential District Permitted, Conditional, Special Exception, and Specific Uses		
Use	Additional Regulation	CS
Agricultural Uses		CS
Residential Uses		CS
Multifamily Building, 8 units or more	16-5-2(C)	S
Multifamily Building, less than 8 units	16-5-2(C)	S
Multifamily Complex	16-5-2(D)	S
Residential, above ground floor		P
Residential Facility for Persons with a Disability	16-5-2(B)	S
Single-Family Detached		
Institutional and Utility Uses		CS
Government Uses, indoor		P
Government Uses, outdoor	16-5-3(A)	S
Place of Assembly		S
Wireless Communication Facility	16-5-3(B)	S
Wireless Communication Facility, Small Cell	16-5-3(B)	C
Retail Uses		CS
Adult Uses	16-5-4(A)	
Convenience Store		P
General Retail, less than 10,000 sq. ft.	16-5-4(B)	P
General Retail, 10,000 sq. ft. – 49,999 sq. ft.	16-5-4(C)	P
General Retail, 50,000 or more sq. ft.	16-5-4(D)	P
Multitenant Shopping Center	16-5-4(E)	P
Pawn Shop		
Service Uses		CS
Acute Care Center		P
Business Park	16-5-5(A)	
Check Cashing/Pay Day Loan Store		
Commercial Animal Boarding	16-5-5(B)	
General Service, less than 10,000 sq. ft.	16-5-5(C)	P
General Service, 10,000 – 49,999 sq. ft.	16-5-5(D)	P
General Service, 50,000 sq ft or more	16-5-5(E)	P
Hospital		S
Medical/Dental Office		P
Personal Storage Facility	16-5-5(F)	S
Professional Office		P
Professional Office, above ground floor		P
Tattoo Parlor		
Veterinary Clinic/Animal Hospital		P
Lodging Uses		CS
Hotel		P
Motel		S
Short-Term Rental	16-5-6(B)	
Eating/Drinking Uses		CS
Bar/Tavern		
Brewery/Winery/Distillery, micro		P

Brewery/Winery/Distillery, tasting room		P
Coffee/Tea Shop	16-5-7(A)	P
Food Truck Court	16-5-7(B)	S
Restaurant, delivery/carry out only		P
Restaurant, fast casual		P
Restaurant, sit down		P
Entertainment Uses		CS
Archery/Gun Range		
General Entertainment, indoor, less than 10,000 sq. ft.	16-5-8(A)	P
General Entertainment, indoor, 10,000 sq. ft. – 49,999 sq. ft.	16-5-8(B)	P
General Entertainment, indoor, more than 50,000 sq. ft.	16-5-8(C)	P
General Entertainment, outdoor	16-5-8(D)	S
Vehicle Related Uses		CS
Autobody Repair		S
Car Wash	16-5-9(A)	S
Fuel Sales	16-5-9(B)	P
Gas Station With Mini-Mart		P
Service Station		P
Trucking Establishment	16-5-9(C)	
Vehicle Sales and Rental		
Industrial Uses		CS
Brewery/Winery/Distillery		S
Laboratory		
Manufacturing, Artisan		S
Manufacturing, Heavy		
Manufacturing, Light		
Mining and Mineral Processing and Oil and Gas	Municipal Code	
Warehouse, distribution		
Warehouse, office	16-5-10(A)	
Warehouse, storage		
Medical Marijuana Uses		CS
Medical Marijuana Commercial Grower	16-5-11(A)	
Medical Marijuana Education Facility	16-5-11(A)	
Medical Marijuana Dispensary	16-5-11(A)	P
Medical Marijuana Research Facility	16-5-11(A)	
Medical Marijuana Testing Laboratory	16-5-11(A)	
Medical Marijuana Processing Facility, Heavy	16-5-11(A)	
Medical Marijuana Processing Facility, Light	16-5-11(A)	
Accessory Uses		CS
Accessory Building	16-5-12(A)	P
Accessory Dwelling	16-5-12(B)	
Accessory Retail	16-5-12(C)	
Accessory Structure	16-5-12(D)	P
Donation Drop Box	16-5-12(E)	P
Drive Through	16-5-12(F)	P
Home Based Business	16-5-12(H)	C
Outdoor Activity/Operation, permanent	16-5-12(I)	S

Outdoor Display/Sale of Merchandise, permanent	16-5-12(J)	S
Outdoor Storage, permanent	16-5-12(K)	
Solar Energy Collection System, canopy	16-5-12(L)	P
Solar Energy Collection System, ground	16-5-12(M)	P
Solar Energy Collection System, roof	16-5-12(N)	P
Temporary Uses		CS
Carnival/Fair		T
Construction Related		T
Farmers Market		T
Flea Market		T
Food Truck	16-5-13(A)	T
Outdoor Dining	16-5-13(B)	T
Outdoor Activity/Operation, temporary		T
Outdoor Display/Sale of Merchandise, temporary	16-5-13(C)	T
Outdoor Storage, temporary		
Seasonal Sales	16-5-13(E)	T

PRELIMINARY PLAT
121st CROSSING

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

OWNER / DEVELOPER

TRIPLE H FAMILY OF COMPANIES
 2517 W 121ST STREET
 JENKS, OKLAHOMA 74037
 (918) 812-6510
 AMY@TRIPLEHOK.COM

ENGINEER

ROGERS ENGINEERING & CONSTR INC
 6035 S INDUSTRIAL DR
 CHELSEA, OKLAHOMA 74016
 PHONE: (918) 520-2159
 ROGERS.ENGINEER@SBCGLOBAL.CNET
 C.A. # 0000 EXPIRES 6-30-2026

SURVEYOR

FRITZ LAND SURVEYING, LLC
 2017 WEST 91ST STREET
 TULSA, OKLAHOMA 74132
 PHONE: (918) 231-0575
 FRITZLANDSURVEYING@GMAIL.COM
 C.A. # 5848 EXPIRES 6-30-2026

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS THREE (3) LOTS IN ONE (1) BLOCK.
 GROSS SUBDIVISION AREA: 414,055.2 SQUARE FEET OR 9.51 ACRES.

BASIS OF BEARINGS

OKLAHOMA STATE PLANE COORDINATE SYSTEM, OK NORTH ZONE 3501, NAD83, USING THE SOUTH LINE OF THE SW/4 OF SECTION 34, T18N, R12E AS SOUTH 88°54'30" WEST.

MONUMENTATION

SET 3/8" IRON PIN W/ GREEN "FRITZ CA5848" CAP OR MAG NAIL W/ "FRITZ CA5848" WASHER AT ALL CORNERS UNLESS OTHERWISE NOTED OR SHOWN HEREON.

BENCHMARK

BRASS CAP LOCATED AT THE SE CORNER OF THE SW/4 OF SEC.34, T18N, R12E. ELEVATION = 696.97'

ADDRESS

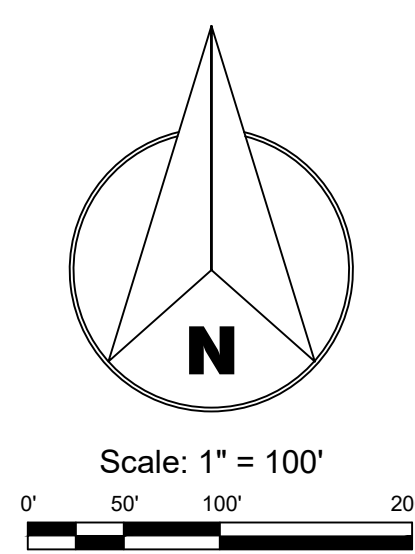
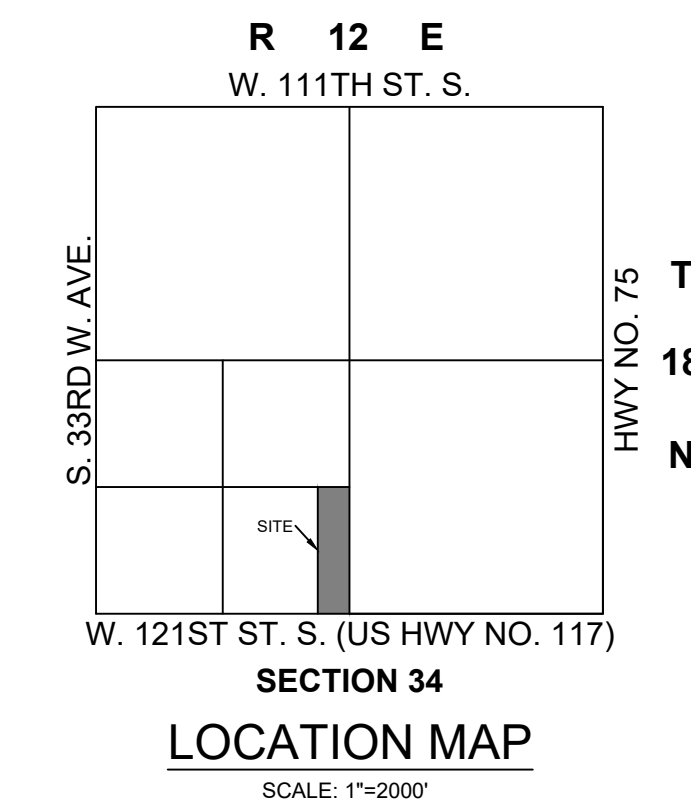
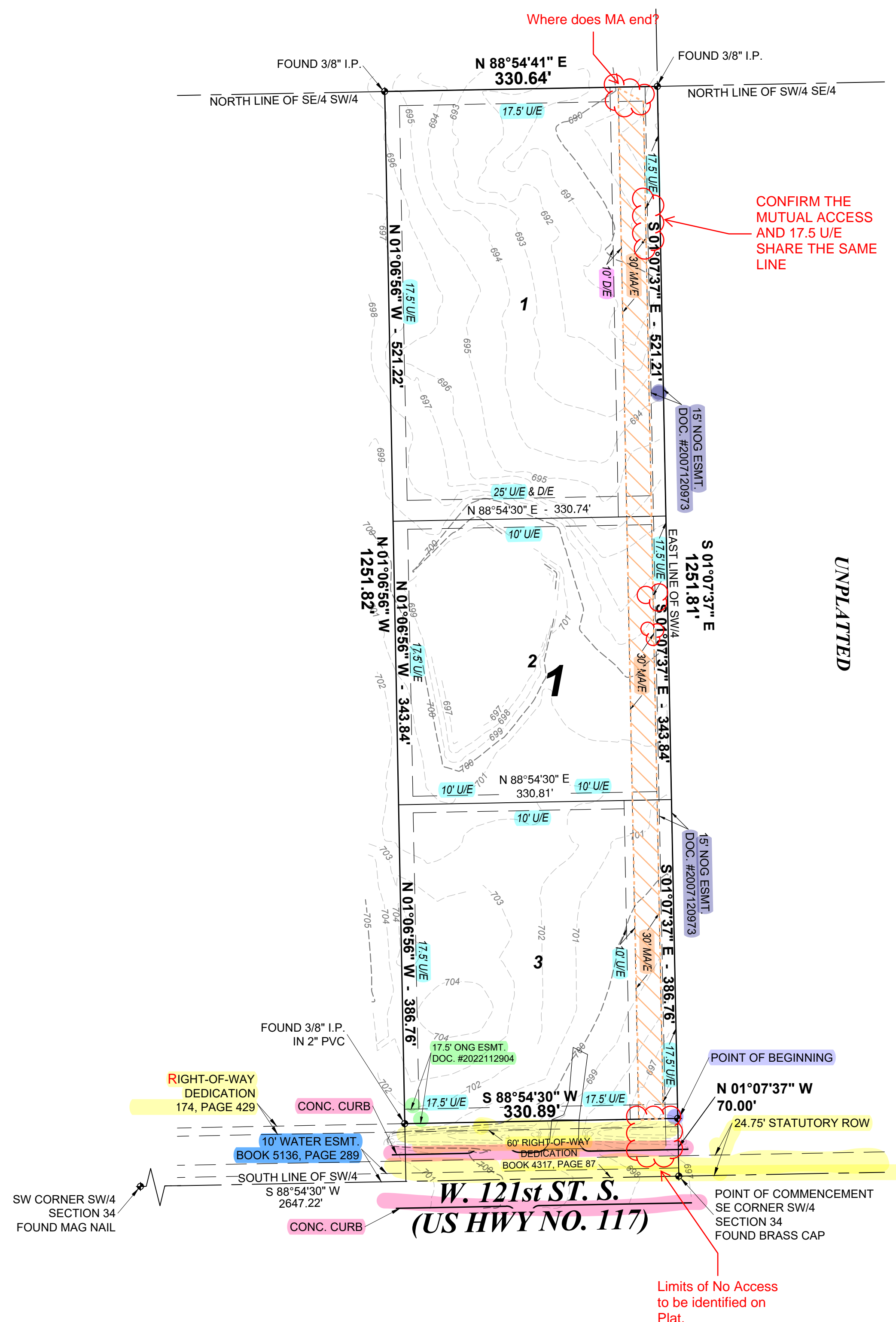
ADDRESS SHOWN ON THIS PLAT IS ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESS IS SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

FLOODPLAIN DATA

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA, UNINCORPORATED AREAS, COMMUNITY PANEL NO. 40143C0407L - OCTOBER 16, 2012, WHICH INDICATES THE SUBJECT PROPERTY TO BE WITHIN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

LEGEND

- B/L = BUILDING SETBACK LINE
- IPS = IRON PIN SET
- ◆ (REFER TO MONUMENTATION NOTE)
- L.N.A. = LIMITS OF NO ACCESS
- D/E = DRAINAGE EASEMENT
- ROW = RIGHT OF WAY
- S.F. = SQUARE FEET
- U/E = UTILITY EASEMENT
- 12500 = STREET ADDRESS
- MAE?



**FINAL PLAT
 CERTIFICATE OF APPROVAL**

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TULSA COUNTY PLANNING COMMISSION ON _____

PLANNING OFFICIAL _____

THIS APPROVAL IS VOID IF THIS PLAT IS NOT FILED IN THE OFFICE OF THE COUNTY CLERK ON OR BEFORE _____

COUNTY ENGINEER _____

PRELIMINARY
 COUNTY TREASURER STAMP
PLAT

121st CROSSING
DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THE OWNER/DEVELOPER, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE4 SW4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW4 OF SAID SECTION 34;
THENCE NORTH 01°07'37" WEST ALONG THE EAST LINE THEREOF 70.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 121ST STREET SOUTH AND THE POINT OF BEGINNING;

THENCE SOUTH 88°54'30" WEST ALONG SAID RIGHT-OF-WAY LINE 330.89 FEET;
THENCE NORTH 01°06'56" WEST AND DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE 1251.82 FEET TO THE NORTH LINE OF SAID SE4 SW4 OF SAID SECTION 34;
THENCE NORTH 88°54'41" EAST ALONG SAID NORTH LINE 330.64 FEET TO THE NORTHEAST CORNER OF THE SE4 SW4 OF SAID SECTION 34;
THENCE SOUTH 01°07'37" EAST ALONG THE EAST LINE THEREOF 1251.81 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 121ST STREET SOUTH AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 414,055.2 SQ. FEET OR 9.51 ACRES.
BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE SOUTH LINE OF THE SW4 OF SECTION 34, T18N, R12E AS SOUTH 88°54'30" WEST.

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND PUBLIC STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "FUNNY FARM ESTATES", A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. STREETS AND UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UTILITY EASEMENT". FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN TULSA COUNTY FOR THE SEVERAL PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES, EXCLUDING GAS LINES AND GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY TULSA COUNTY, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE EASTERN PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE 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 ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

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 EASEMENT WAYS SHOWN ON THE 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.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS 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 OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 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 HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER

IN CONNECTION WITH THE PROVISIONS OF WATER AND STORM SEWER SERVICE, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WATER MAINS AND THE PUBLIC STORM SEWER FACILITIES LOCATED ON HIS LOT AND WITHIN THE DEPICTED UTILITY EASEMENT AREAS. THE OWNER SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE (3) INCHES FROM THE ORIGINAL CONTOURS OR FROM ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO THE EASEMENT AREAS.

2. OKMULGEE COUNTY RURAL WATER DISTRICT NO. 6, ITS SUCCESSORS OR ASSIGNS, WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF WATER MAINS AND CHEROKEE COUNTY, STATE OF OKLAHOMA OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER FACILITIES, BUT THE OWNER WILL PAY DAMAGE FOR RELOCATION OF SUCH FACILITIES NECESSITATED BY THE ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

3. OKMULGEE COUNTY RURAL WATER DISTRICT NO. 6, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND PUBLIC STORM SEWER FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER FACILITIES SHALL BE ENFORCEABLE BY OKMULGEE COUNTY RURAL WATER DISTRICT NO. 6 AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

4. TULSA COUNTY, STATE OF OKLAHOMA, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND PUBLIC STORM SEWER FACILITIES. THE FOREGOING COVENANTS CONCERNING PUBLIC STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY TULSA COUNTY, STATE OF OKLAHOMA AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

5. SANITARY SEWER DISPOSAL: SEWERAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) APPROVED AEROBIC SEWAGE DISPOSAL SYSTEMS. NO OTHER ON-SITE 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.

D. LANDSCAPE AND PAVING REPAIR

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS ON HIS LOT IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, ELECTRIC, NATURAL GAS, CABLE TELEVISION, OR TELEPHONE SERVICE.

2. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN OR HARM ANY WATER UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHTS-OF-WAY, OKMULGEE COUNTY RURAL WATER DISTRICT NO. 6 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.

E. RESERVE AREA "A"

RESERVE AREA "A" IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A DETENTION FACILITY, UTILITY EASEMENT, OPEN SPACE, LANDSCAPING AND RECREATION, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE FUNNY FARM ESTATES HOMEOWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE, AS SET FORTH WITHIN SECTION IV HEREOF.

F. RESERVE AREA "B"

RESERVE AREA "B" IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING AN OVERLAND DRAINAGE EASEMENT, UTILITY EASEMENT, OPEN SPACE, LANDSCAPING AND RECREATION, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE FUNNY FARM ESTATES HOMEOWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE, AS SET FORTH WITHIN SECTION IV HEREOF.

G. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

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

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 THE EASEMENTS UNLESS APPROVED BY TULSA COUNTY, STATE OF OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF TULSA COUNTY, STATE OF OKLAHOMA.

4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY TULSA COUNTY, STATE OF OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT 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, TULSA COUNTY, STATE OF OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE 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 SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM TULSA COUNTY, STATE OF OKLAHOMA, THE COUNTY 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 TULSA COUNTY, STATE OF OKLAHOMA.

G. STORM WATER DETENTION EASEMENTS

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, STATE OF OKLAHOMA.

3. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE FUNNY FARM ESTATES HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS 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, STATE OF 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, STATE OF 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 BE LIMITED TO ITS PROPORTIONATE SHARE OF THE COSTS.

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

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "FUNNY FARM ESTATES" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (CZ-XXX / PUD-XXX), AS PROVIDED WITHIN SECTIONS 1100 THROUGH 1170 OF THE TULSA COUNTY ZONING CODE, AS THE SAME EXISTED ON _____, 2025, (HEREINAFTER THE "TULSA COUNTY ZONING CODE"), AND

WHEREAS CZ-XXX / PUD-XXX WAS AFFIRMATIVELY RECOMMENDED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON _____, 2025 AND APPROVED BY THE TULSA COUNTY BOARD OF COUNTY COMMISSIONERS ON _____, 2025, 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, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO, AND

WHEREAS, THE OWNER/DEVELOPER ESTABLISHED RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND TULSA COUNTY, STATE OF OKLAHOMA, AND

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE RESTRICTIONS AND COVENANTS TO ALL LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (FUNNY FARM ESTATES), AND WHICH COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

GROSS LAND AREA: 20.01 ACRES

FUNNY FARM ESTATES NEIGHBORHOOD P.U.D. DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN FUNNY FARM ESTATES:

PERMITTED USES:

ALL USES ALLOWED BY RIGHT IN THE RE ZONING DISTRICT SPECIFICALLY USE UNIT 6 - SINGLE FAMILY DWELLINGS AND CUSTOMARY FACILITIES AND AMENITIES.

MINIMUM LOT WIDTH (AT BUILDING SETBACK LINE): 110 FEET **

** LOTS WITH CUL-DE-SAC FRONTAGE MAY HAVE A MINIMUM WIDTH OF 30 FEET AT THE RIGHT-OF-WAY LINE BUT SHALL BE MEET THE MINIMUM REQUIREMENTS FOR LOT AREA AS SPECIFIED IN THIS PUD.

MINIMUM LOT AREA: 22,500 SQUARE FEET

MAXIMUM STRUCTURE HEIGHT: 35 FEET

MINIMUM OFF-STREET PARKING: THREE (3) ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT

FRONT YARD BUILDING SETBACK: 35 FEET

REAR YARD: 25 FEET

SIDE YARD: 7.5 FEET

NO RESIDENCE SHALL BE BUILT NEARER THAN SEVEN AND ONE-HALF (7.5) FEET TO ANY SIDE LOT ON ONE SIDE, AND SEVEN AND ONE-HALF (7.5) FEET ON THE OTHER SIDE, THUS REQUIRING A COMBINED TOTAL OF AT LEAST FIFTEEN (15) FEET BETWEEN RESIDENCES. WHERE SIDE LOT EASEMENTS ARE SHOWN GREATER THAN THE FOREGOING, NO ENCROACHMENT SHALL BE ALLOWED ON THE EASEMENT.

SECTION III. HOMEOWNERS' ASSOCIATION

H. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN FUNNY FARM ESTATES TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION, INCLUDING BUT WITHOUT LIMITATION, RESERVE 'A' AND RESERVE 'B', FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF FUNNY FARM ESTATES. THE DETAILS OF THE ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA.

I. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN FUNNY FARM ESTATES SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE RESIDENTIAL LOT.

J. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN FUNNY FARM ESTATES SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT

AND MAINTENANCE OF THE STORM WATER DETENTION FACILITY AND COMMON AREAS OF THE SUBDIVISION.

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 OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, AND SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTIONS I AND II, SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY TULSA COUNTY, STATE OF OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I OR II, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR TULSA COUNTY TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES IN ANY JUDICIAL ACTION IS BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED IN THIS DEED OF DEDICATION THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT FOR 25 YEARS AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES 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 LOT WHICH AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS AND TULSA COUNTY, STATE OF OKLAHOMA.

D. SEVERABILITY

INVIOLATION 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, PINE SPRINGS DEVELOPMENT GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2025.

PINE SPRINGS DEVELOPMENT GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
JERRY GORDON, MANAGING MEMBER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED JERRY GORDON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS MANAGING MEMBER OF PINE SPRINGS DEVELOPMENT GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, 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 SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

S: ASHLEY MCCARTY

MY COMMISSION EXPIRES: 8/13/2025
MY COMMISSION NUMBER: 18008059

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 #5848, 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 "FUNNY FARM 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. 1694

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 _____, 2025, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY 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.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2025
MY COMMISSION NUMBER: 14005589

CERTIFICATE OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

THE TULSA OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PUBLIC WATER SYSTEMS AND INDIVIDUAL ON-SITE, SEWER SYSTEMS ON THE ____ DAY OF _____, 2025.

MICHAEL CHAD KELLER
SR. ENVIRONMENTAL PROGRAM SPECIALIST IV
DEPARTMENT OF ENVIRONMENTAL QUALITY

Property Owners Association-strike all references to residential uses.

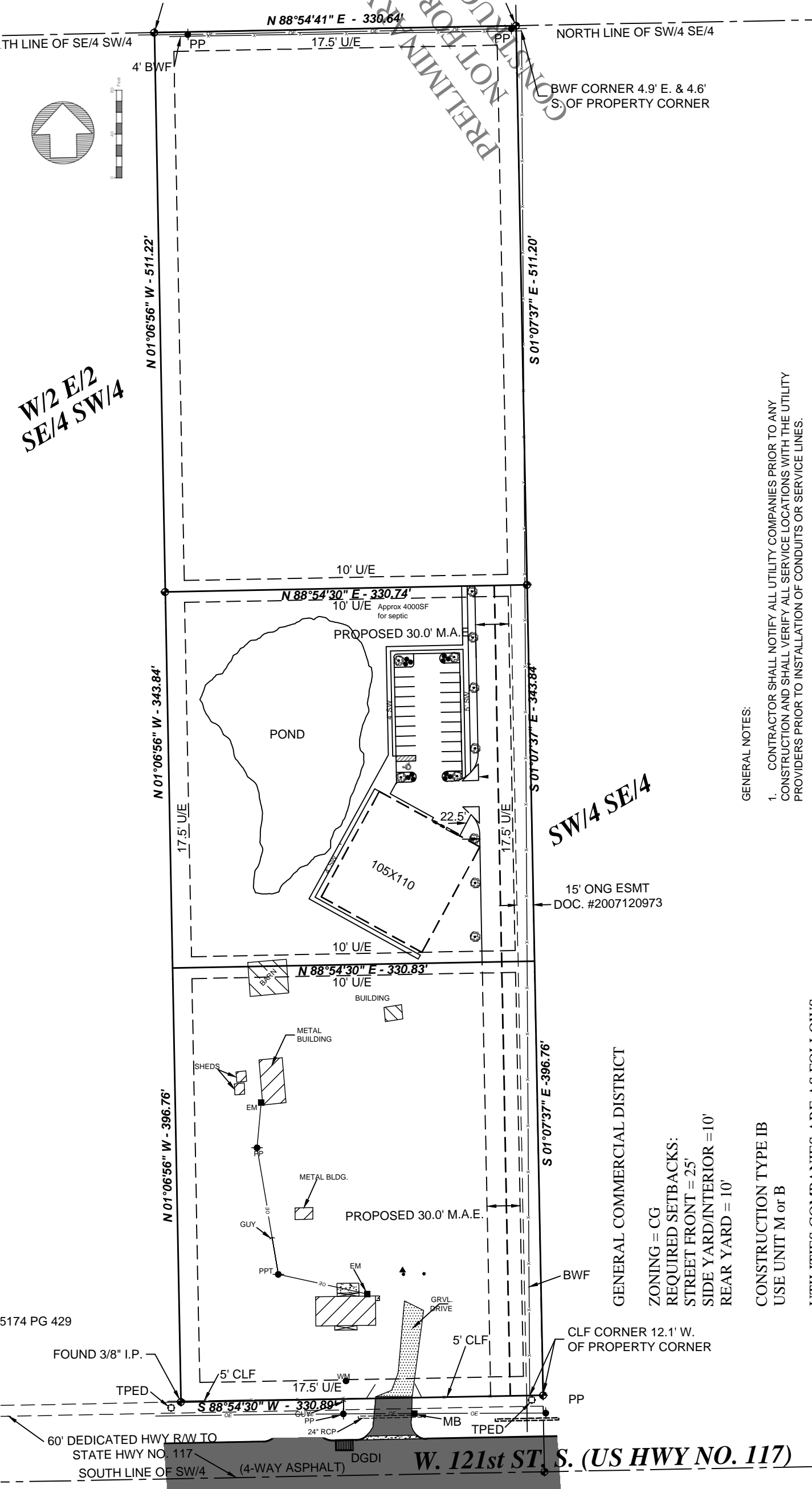
Remove from DOD

Not Shown on Plat

PRELIMINARY
PLAT



Drawn by: ENL	Checked by: VRR	Plan Number: 7/12/24	Client: JENKS DEV
Issued: _____	Revisions: _____	Sheet Number: C1.0	Contents: SITE PLAN



W/2 E/2
SE/4 SW/4

GENERAL NOTES:

1. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION AND SHALL VERIFY ALL SERVICE LOCATIONS WITH THE UTILITY PROVIDERS PRIOR TO INSTALLATION OF CONDUITS OR SERVICE LINES.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH RULES AND REGULATIONS SET FORTH BY THE DEQ AND THE CITY OF JENKS DESIGN AND CONSTRUCTION STANDARDS.
3. BEFORE ANY WORK BEGINS ONSITE, CALL OKIE TO IDENTIFY ALL UNDERGROUND UTILITIES.
4. CONTROL JOINTS SPACING SHALL BE A MAXIMUM OF 20foot INTERVALS. SAW CUT 3/16" WIDE AND 1-1/4" MINIMUM DEPTH UP TO 1/3 DEPTH OF SLAB.
5. GRUB, CLEAR, REMOVE, FILL, GRADE, PREPARE/MODIFY SUBGRADE AND COMPACT THE SITE AS REQUIRED TO COORDINATE WITH NEW CONSTRUCTION. STOCKPILE ALL TOPSOIL FOR PLACEMENT WITH FINISH GRADING.
6. PROVIDE CONCRETE SPLASH BLOCKS FOR ALL DOWN SPOUT LOCATIONS.
7. SLOPE FINISH GRADE (1% MINIMUM) AWAY FROM BUILDING AS REQUIRED TO PROVIDE POSITIVE DRAINAGE AND SMOOTH TRANSITION INTO EXISTING UNDISTURBED FINISH GRADE.

GENERAL COMMERCIAL DISTRICT

ZONING = CG
REQUIRED SETBACKS:
STREET FRONT = 25'
SIDE YARD/INTERIOR = 10'
REAR YARD = 10'

CONSTRUCTION TYPE IB
USE UNIT M or B

UTILITIES COMPANIES ARE AS FOLLOWS:

- ELECTRIC: AEP/PSO
- GAS: ONG
- WATER: RURAL WATER DISTRICT 2 CREEK CO
- SEWER: INDIVIDUAL
- TELEPHONE: AT&T
- CABLE: COX COMMUNICATION

PARKING REQ'D =>
1 PER 300 SF OFFICE = 3500 SF
1 PER 1000 SF STORAGE/OPEN = 8000 SF
3000 SF + 8000/1000 = 20 SPACES REQUIRED
PARKING PROVIDED = 21



TITLE BLOCK: 121 CROSSING

The name and address of the owner or owners of the land to be subdivided
 The name and address of the subdivider if other than the owner The name and address of the land surveyor

- LEGEND**
- AC = AIR CONDITIONER
 - AD = AREA INLET
 - ASP = AUTO SPRINKLER
 - BC = BOTTOM OF CURB
 - B/L = BUILDING LINE
 - BM = BENCHMARK
 - BWF = BARBED WIRE FENCE
 - CATV = CABLE TV PEDESTAL
 - CL = CENTERLINE
 - CLB = CLIMB BARRIER
 - CLF = CHAIN LINK FENCE
 - CO = CLEAN OUT
 - CPS = COX POWER SUPPLY
 - CMP = CORRUGATED METAL PIPE
 - CPP = CORRUGATED PLASTIC PIPE
 - DGDI = DOUBLE GRATE DROP INLET
 - DIP = DUCTILE IRON PIPE
 - EM = ELECTRIC METER
 - EO = ELECTRIC OUTLET
 - EPED = ELECTRIC PEDESTAL
 - ET = ELECTRIC TRANSFORMER
 - FF = FINISH FLOOR
 - FG = FINISH GRADE
 - FH = FIRE HYDRANT
 - FP = FLAG POLE
 - FL = FLOWLINE
 - GLM = GAS LINE MARKER
 - GM = GAS METER
 - GR = GAS REGULATOR
 - GV = GAS VALVE
 - GL = GROUND LIGHT
 - GP = GUARD POST
 - GUY = GUY ANCHOR
 - HDWL = HEADWALL
 - HPP = HIGH POWER POLE
 - HPS = HANDICAP PARKING SIGN
 - HWF = HOG WIRE FENCE
 - ICV = IRRIGATION CONTROL VALVE
 - I.P. = IRON PIN
 - (L) = PER LEGAL DESCRIPTION
 - LP = LIGHT POLE
 - (M) = MEASURED DATA
 - MB = MAILBOX
 - MRK = UTILITY MARKER
 - MW = MONITORING WELL
 - (P) = PER PLAT
 - P/E = PIPELINE EASEMENT
 - PLF = PLASTIC FENCE
 - PLM = PIPELINE MARKER
 - PM = PARKING METER
 - PP = POWER POLE
 - PPD = POWER POLE W/ DROP SERVICE
 - PPDT = POWER POLE W/ DROP & TRANSFORMER
 - PPDLT = POWER POLE W/ DROP, LIGHT & TRANSFORMER
 - PPLT = POWER POLE W/ LIGHT & TRANSFORMER
 - PPM = POWER POLE W/ ELECTRIC METER
 - PPNS = POWER POLE / NO SERVICE
 - PPT = POWER POLE W/ TRANSFORMER
 - RCB = REINFORCED CONCRETE BOX
 - RCP = REINFORCED CONCRETE PIPE
 - RD = ROOF DRAIN
 - ROW = RIGHT-OF-WAY
 - SSLH = SANITARY SEWER LAMP HOLE
 - SSMH = SANITARY SEWER MANHOLE
 - S/B = SETBACK
 - SGDI = SINGLE GRATE DROP INLET
 - SH = SPRINKLER HEAD
 - SP = SIGN POST
 - SSMH = STORM SEWER MANHOLE
 - STJB = STORM SEWER JUNCTION BOX
 - TM = TELEPHONE MANHOLE
 - TPED = TELEPHONE PEDESTAL
 - TC = TOP OF CURB
 - TD = TOP OF DECK
 - TG = TOP OF GRATE
 - TH = THRESHOLD
 - TR = TOP OF RIM
 - TS = TRAFFIC SIGN
 - TSLP = TRAFFIC SIGNAL LIGHT POLE
 - TSPB = TRAFFIC SIGNAL PULL BOX
 - TSMH = TRAFFIC SIGNAL MANHOLE
 - TVLT = TELEPHONE VAULT
 - TW = TOP OF WALL
 - U/E = UTILITY EASEMENT
 - UM = UTILITY MARKER
 - VP = VENT PIPE
 - WF = WATER FAUCET
 - WM = WATER METER
 - WSE = WATER SURFACE ELEVATION
 - WV = WATER VALVE
 - WDF = WOOD FENCE
 - (Z) = ZONING
- - - CENTERLINE
 - x- FENCE LINE
 - OC- OVERHEAD COMMUNICATION
 - OE- OVERHEAD ELECTRIC
 - SS- SANITARY SEWER
 - ST- STORM SEWER
 - TOP/TOE- TOP/TOE OF GROUND SLOPE
 - UC- UNDERGROUND COMMUNICATION
 - UE- UNDERGROUND ELECTRIC
 - UG- UNDERGROUND GAS
 - UT- UNDERGROUND TELEPHONE
 - WL- WATERLINE
- [Hatched] = ZONE AE FLOODWAY
 - [Blue] = ZONE AE
 - [Light Blue] = ZONE AE 1.0% CHANCE OF FLOOD
 - [Yellow] = ZONE SHADED "X" 0.2% CHANCE OF FLOOD

LEGAL DESCRIPTION - EXISTING PARENT TRACT - DOC. #2022112904:
 E/2 E/2 SE SW LESS S70 THEREOF SEC. 34 18 12 9.47 AC UNPLATTED

PROPOSED 30' MUTUAL ACCESS EASEMENT LEGAL DESCRIPTION (M.A.E.):

A TRACT OF LAND THAT IS PART OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (E/2 E/2 SE/4 SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 34;

THENCE NORTH 01°07'37" WEST ALONG THE EAST LINE OF SAID SW/4 70.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°54'30" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID SW/4 30.00 FEET;

THENCE NORTH 01°07'37" WEST AND PARALLEL WITH THE EAST LINE OF THE SW/4 740.60 FEET;

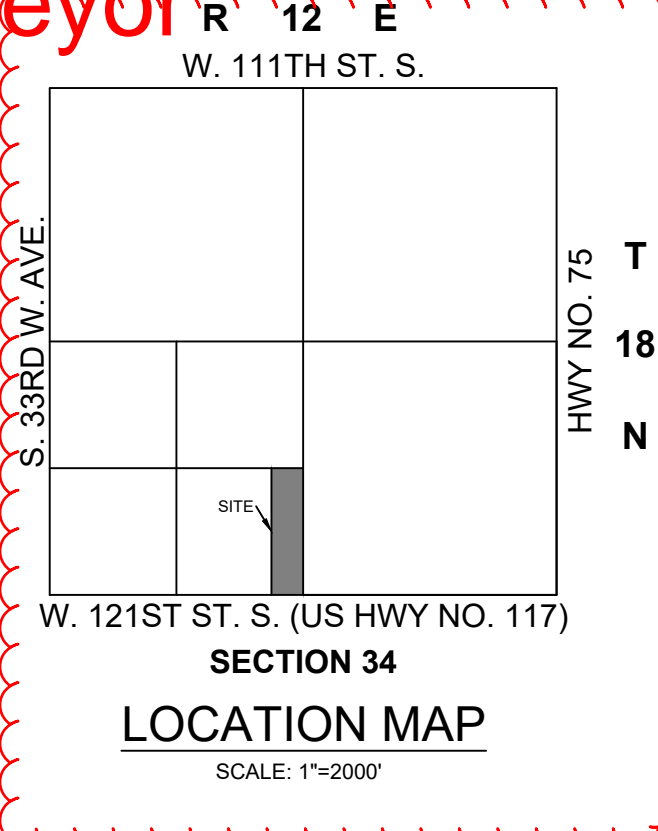
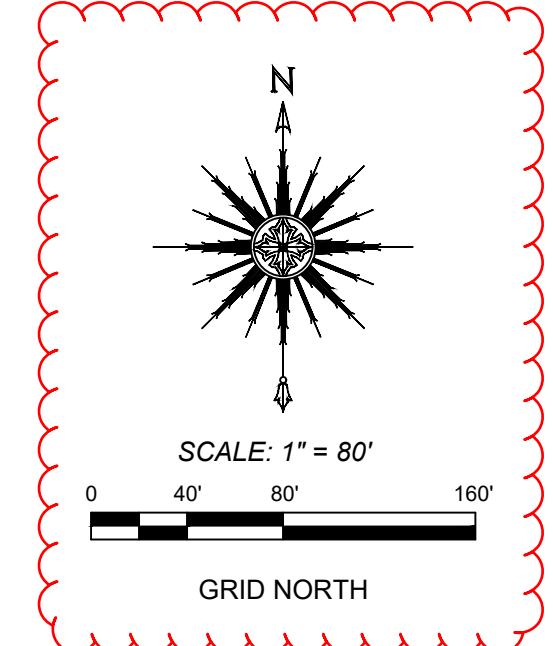
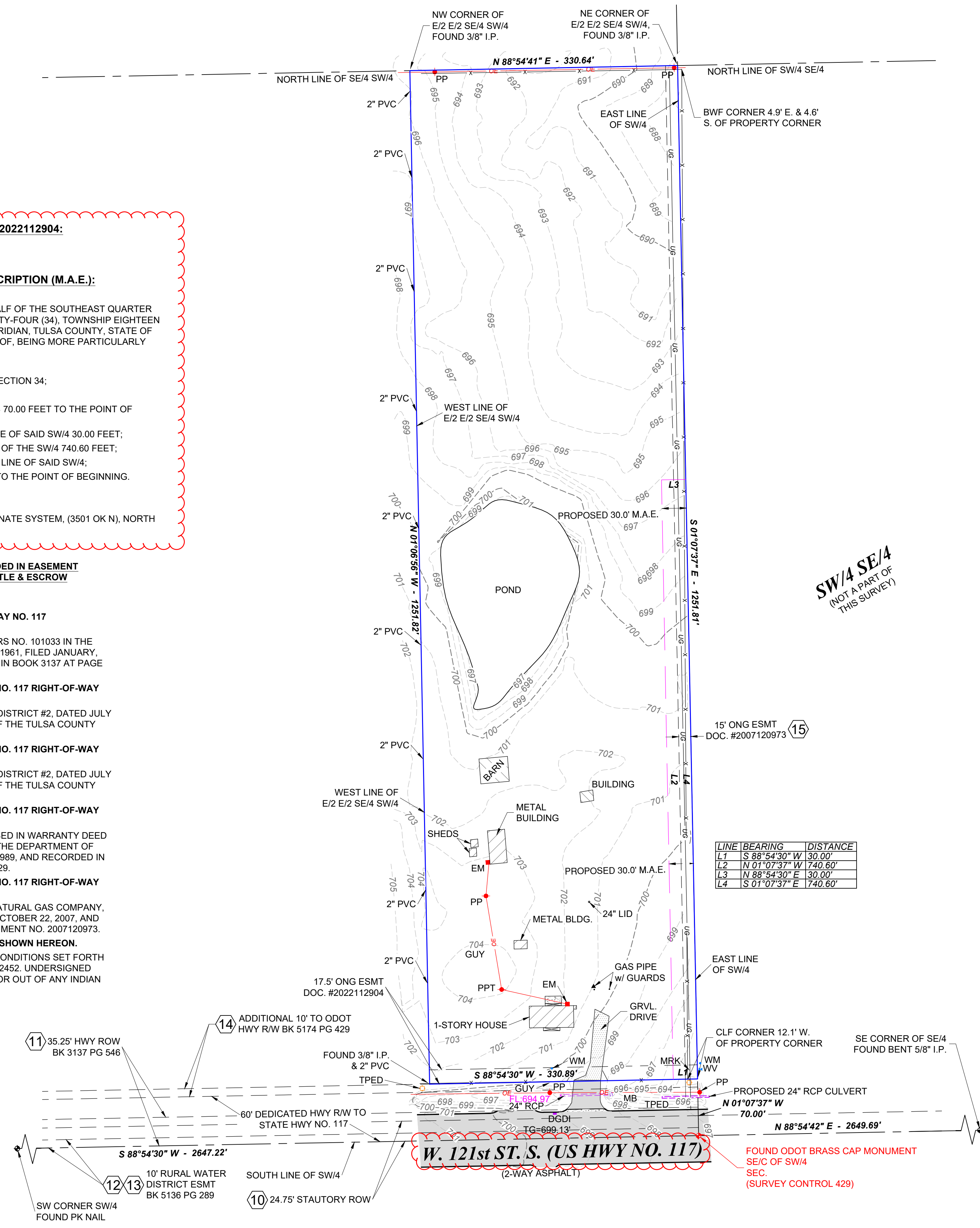
THENCE NORTH 88°54'30" EAST 30.00 FEET TO A POINT ON THE EAST LINE OF SAID SW/4;

THENCE SOUTH 01°07'37" EAST ALONG SAID EAST LINE 740.60 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 22,218.1 SQ. FEET OR 0.51 ACRES.

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

- THE FOLLOWING RECORDED DOCUMENTS THAT HAVE BEEN PROVIDED IN EASEMENT REPORT (EFFECTIVE DATE: FEBRUARY 23, 2021) BY COMMERCIAL TITLE & ESCROW SERVICES, INC AFFECT THE SURVEYED PROPERTY AS NOTED:**
- 10. 24.75' WIDE STATUTORY SECTION LINE RIGHT-OF-WAY.
 - 11. RIGHT-OF-WAY FALLS WITHIN THE PRESENT 70' WIDE STATE HIGHWAY NO. 117 RIGHT-OF-WAY AS SHOWN HEREON.
 - 12. 11.35.25 WIDE EASEMENT DESCRIBED IN REPORT OF COMMISSIONERS NO. 101033 IN THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA, DATED MARCH 14, 1961, FILED JANUARY, 2001, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 3137 AT PAGE 546.
 - 13. EASEMENT FALLS WITHIN THE PRESENT 70' WIDE STATE HIGHWAY NO. 117 RIGHT-OF-WAY AS SHOWN HEREON.
 - 14. 10' WIDE RIGHT-OF-WAY EASEMENT IN FAVOR OF RURAL WATER DISTRICT #2, DATED JULY 14, 1988, FILED OCTOBER 25, 1988, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 5136 AT PAGE 289.
 - 15. EASEMENT FALLS WITHIN THE PRESENT 70' WIDE STATE HIGHWAY NO. 117 RIGHT-OF-WAY AS SHOWN HEREON.
 - 16. 13.10' WIDE RIGHT-OF-WAY EASEMENT IN FAVOR OF RURAL WATER DISTRICT #2, DATED JULY 14, 1988, FILED OCTOBER 25, 1988, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 5136, AT PAGE 289.
 - 17. EASEMENT FALLS WITHIN THE PRESENT 70' WIDE STATE HIGHWAY NO. 117 RIGHT-OF-WAY AS SHOWN HEREON.
 - 18. 14.10' WIDE STRIP OF ADDITIONAL STATE HIGHWAY NO. 117 DESCRIBED IN WARRANTY DEED IN FAVOR OF THE STATE OF OKLAHOMA, ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF OKLAHOMA, DATED MARCH 7, 1989, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 4174 AT PAGE 429.
 - 19. EASEMENT FALLS WITHIN THE PRESENT 70' WIDE STATE HIGHWAY NO. 117 RIGHT-OF-WAY AS SHOWN HEREON.
 - 20. 15.15' WIDE RIGHT-OF-WAY AGREEMENT IN FAVOR OF OKLAHOMA NATURAL GAS COMPANY, A DIVISION OF ONEOK, INC., AN OKLAHOMA CORPORATION, DATED OCTOBER 22, 2007, AND RECORDED IN THE OFFICES OF THE TULSA COUNTY CLERK AS DOCUMENT NO. 2007120973.
 - 21. EASEMENT FALLS WITHIN THE EAST 15' OF SUBJECT PROPERTY AS SHOWN HEREON.
 - 22. THE PROPERTY DEPICTED HEREON IS SUBJECT TO TERMS AND CONDITIONS SET FORTH IN THE U.S. SUPREME COURT CASE MCGIRT v. OKLAHOMA, 140S. CT. 2452. UNDERSIGNED MAKES NO DETERMINATION WHETHER SUBJECT PROPERTY LIES IN OR OUT OF ANY INDIAN RESERVATION.



SURVEYOR'S NOTES

PREPARED FOR: TRIPLE H PROPERTIES, LLC

PHYSICAL ADDRESS: 2517 WEST 121ST STREET, JENKS, OK 74137

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83). MEASUREMENTS SHOWN ARE GRID DISTANCES IN U.S. SURVEY FEET.

EASEMENTS MAY EXIST THAT ARE NOT SHOWN.

REFER TO CURRENT ZONING FOR NEW CONSTRUCTION GUIDELINES. SUBJECT PROPERTY IS ZONED CS-COMMERCIAL WITH 10' FRONT SETBACK PER TULSA COUNTY ZONING CODE.

SET 3/8" IRON PIN W/ GREEN "FRITZ CA5848" CAP OR MAG NAIL W/ "FRITZ CA5848" WASHER AT ALL CORNERS UNLESS OTHERWISE NOTED AND SHOWN HEREON.

GROSS LAND AREA: 414,055.2 SQ. FEET OR 9.5 ACRES.

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, CITY OF TULSA, OKLAHOMA, COMMUNITY PANEL NO. 40143C0407L - OCTOBER 16, 2012, WHICH INDICATES THE SUBJECT PROPERTY TO BE WITHIN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). THE SUBJECT PROPERTY IS NOT AFFECTED BY THE CITY OF TULSA REGULATORY FLOODPLAIN.

LAST SITE VISIT: JANUARY 28, 2025.

UNDERGROUND UTILITIES SHOWN HEREON WERE DERIVED FROM OBSERVABLE FIELD EVIDENCE AND CITY OF JENKS ENGINEERING ATLAS. ALL UTILITIES MAY NOT BE SHOWN - CALL OKIE 1-800-522-6543!

CERTIFICATE OF SURVEY

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY IS A TRUE AND ACCURATE REPRESENTATION OF THE SURVEY MADE ON THE GROUND AND OF THE FACTS AS FOUND AT THE TIME OF THE SURVEY AND THAT THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

WITNESS MY HAND AND SEAL THIS 3rd DAY OF FEBRUARY 3, 2025.

ANDY FRITZ, PLS
 OK LIC. 1694
 CA #5848

ANDY FRITZ
 1694
 OKLAHOMA

TOPOGRAPHIC SURVEY

PART OF THE SW/4 OF SEC. 34, T18N, R12E
 2517 W. 121ST ST., JENKS, TULSA COUNTY, OKLAHOMA

SURVEY: AJN DATE: 01/28/2025 PREPARED BY: FRITZ LAND SURVEYING, LLC
 DRAFT: DKP DATE: 02/03/2025 524 E. MAIN ST., JENKS, OK 74037
 APPROVED: PLS DATE: 02/03/2025 PH: 918-528-5121
 REV: PROJECT NO. 24449 FRITZLANDSURVEYING@GMAIL.COM
 C.A. # 5848 EXPIRES: 8-30-2026



To	Chair Dr. Scott West and Planning Commission
Hearing Date	May 08, 2025
Case Number	PP 25-12 Frazier Falls
Request	Approval of Preliminary Plat
Location	126 th and South Harvard Ave.
Applicant	TEP

Staff Report

Preparer | Marcaé Hilton

Attachments

- Preliminary Plat "Frazier Falls"
- Original PUD 127 "Frazier Falls"
- PUD 127 Major Amendment No. 1

Preparer

Tulsa Engineering and Planning (TEP)
 Tulsa Engineering and Planning (TEP)
 Robert Bell, Bell Land Use

Background Information

STAFF COMMENTARY | This plat represents the approved PUD known as Frazier Falls (PUD Overlay district No. 127 Major Amendment No. 1).

PUBLIC COMMENT: No Comments at the time of this report.

PLAT/PROJECT DATA

Request	Preliminary Plat approval for PUD 127 MA1
City Council	Ward 5 Donna Ogez
Current Zoning	PUD-127MA1 Overlay & RS-2, Residential Single-Family Ordinance 1656
Intended Use	Single-family Residential
Parcel ID	97305730536450
STR	Section 05, Township 17, Range 13
Comprehensive Plan	Medium Intensity Single-family
General Location	North of Northwest Corner of 131 st and Harvard
Plat Data	Preliminary Plat 106 Lots 4 Reserves 5 Blocks
Site Area	30.851 Acres +/-
Public Comment	Staff has not received comments from the public.

Zoning Surrounding:

North: RS-1 Residential Single-family | Ark. Ridge Estates
 South: PUD 116 | RS-2 | Frazier Meadows
 West: AG | Agriculture-Undeveloped & RS-1 Single-family | Sunrise Ridge
 East: AG | Agriculture-Single-family

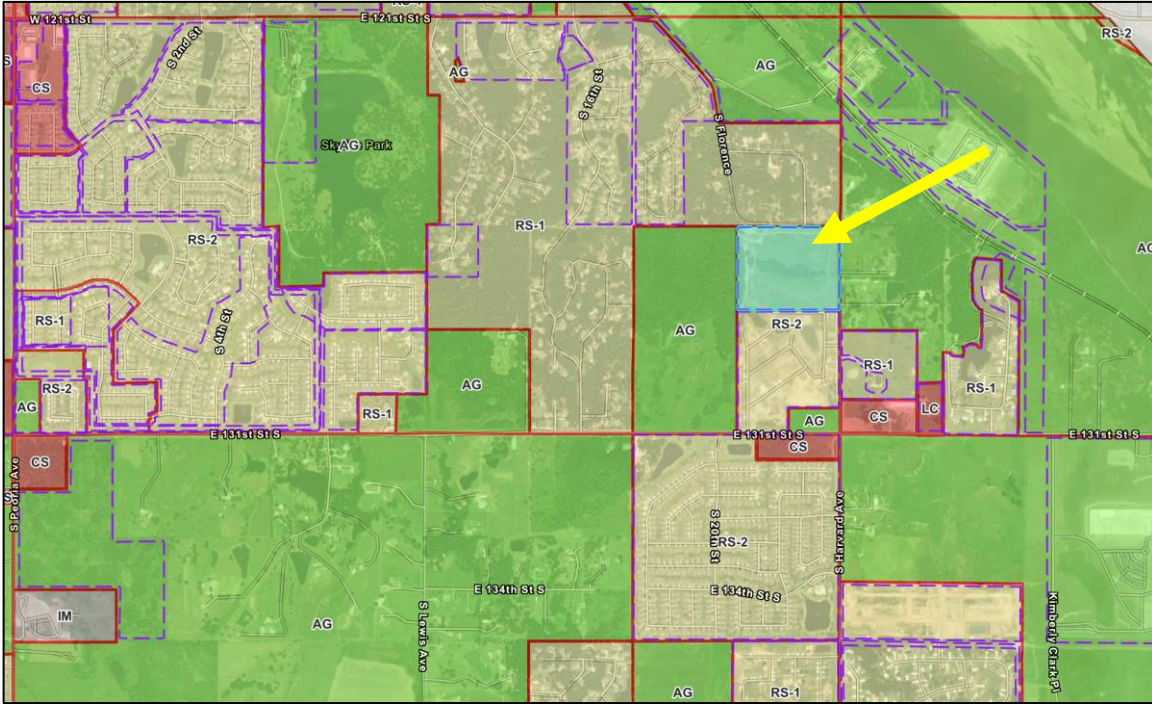


Figure 1: ZONING MAP

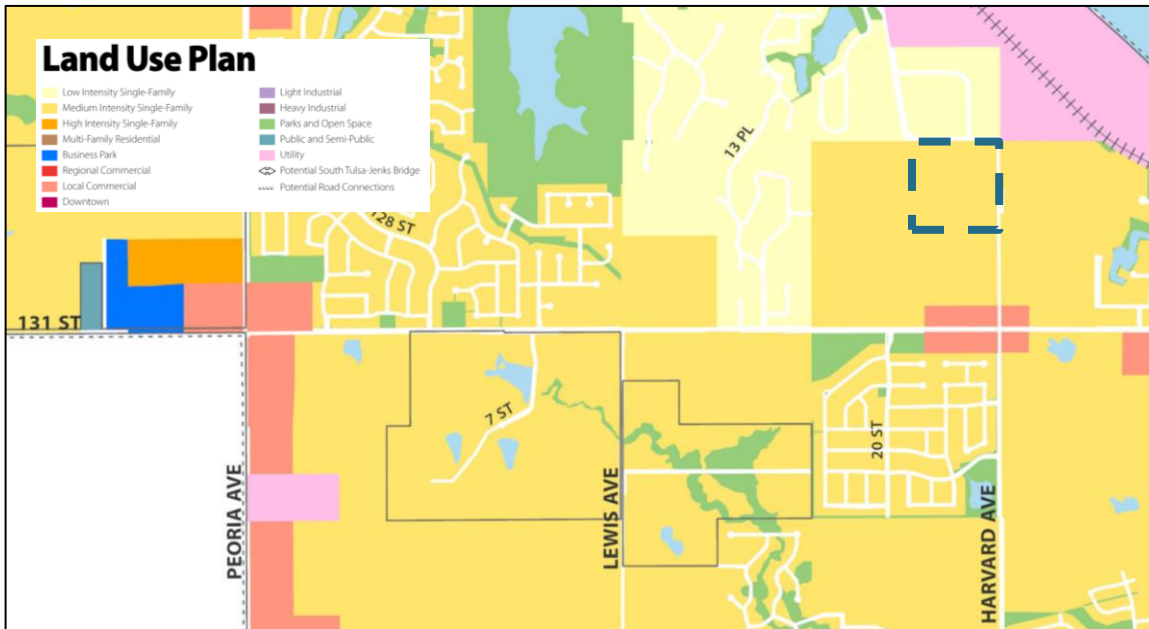
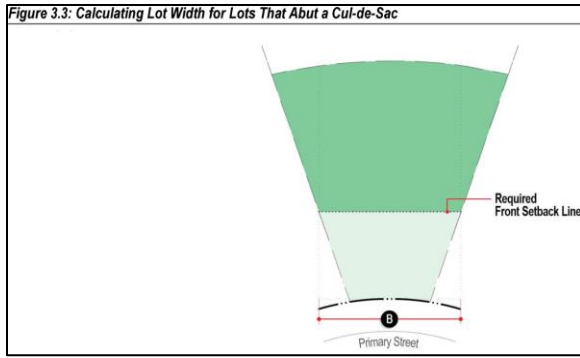


Figure 2: Comprehensive Land Use Plan



(B) Lot Widths for Lots that Abut a Cul-de-Sac.

The lot width of all lots which abut a cul-de-sac may be reduced by a maximum of 50 percent of the required lot width for the district in which it is located, as measured from the property line.

The required lot width for the district shall be met at the front yard setback line.

PUD 127 Data | Not a Complete List

Amenities for Frazier Falls
Single-family subdivision Frazier Falls
Located N of Frazier Meadows 126 th and Harvard on the West
Retain much of the organic nature of the land
Natural water features
Public streets
Effort to protect natural trees
Parklike setting around creek area and large pond
One Large Lake about an acre/Fishing pond, trails
Walking trails
Sports courts, pavilion, trails
Required Trail /5ft Sidewalk
Shared Use of Pool in Frazier Meadows Expanded Pool Area (20x40) pool with deck, added pavilion, larger play set
130 allowed with zoning 117 in PUD (106 shown on plat)
Non-UDO Details
ONEOK high pressure gas line Reserve was created w/ restrictions
Three points of access (W, S, E)
Primary Access Harvard
Perimeter Screening match Frazier Meadows
3 Areas of Infrastructure Improvement
Safety along 126th curve is developer priority
Clear vegetation at curve along 126 th
Dedicate to City ROW for street improvements on 126th To be completed during platting
Revised Sewer Plan relocate lift station to Frazier Falls
Extension of 12-inch water line along Harvard to connect w 8 inch North to 126 th

	Zoning prior to UDO RS-2	PUD 127	PUD 127 MA1	PUD 127 as Approved	UDO RS2
LOT WIDTH (Min. Ft.)	75	60-63 60 ft (71 65.1%) 63 ft (38 34.9%)	50-55 (1600-1700) 52% 60-63 (1700+) 48%	55 ft+	55
LOT AREA (Min. Sq. Ft.)	9,000	7,200	5,000	5,000	8,000
STRUCTURE HEIGHT (Max. Ft.)	35	35	35	35	35
LIVABILITY SPACE Per D.U. (min. sq. ft.)	5,000	3,500	NA	NA	NA
Front Yard Not an Arterial	30	25	25	25	20
Exterior Side Yard	15	15	5	5	15
Rear Yards (min. ft.)	25	20	20	20	20
Side Yards (min. ft.) One side	10	5	5	5	5
Side Yards (min. ft.) Other side	5	5	5	5	5
Minimum House Size *finished heated living area	NA	2, 200*	1,600*	15% @ 1,600-1,799 sq ft* 85% @ 1,800++ sq ft*	NA
Masonry First Floor	NA	100%	100%	100%	NA
Impervious Surface Coverage	NA	NA	60%	60%	45%

FRAZIER FALLS SUMMARY

CITY COUNCIL SUMMARY

CC: December 17, 2024, Approved with conditions: Not lot width less than 55 feet.

CC: November 19, 2024, regularly scheduled meeting, a motion was made and approved to send this item back to Planning Commission for review and recommendation. Council asked that Planning Commission review the changes presented in the agenda by the applicant to PUD 127 Major Amendment No. 1 and render a new decision.

CC: November 05, 2024, regularly scheduled meeting, this item was CONTINUED to the next City Council meeting to allow for additional review of project details by City Council.

PLANNING COMMISSION SUMMARY

PC: December 5, 2024, Approved | 4-1-2 (two members were not present at the hearing) at the special meeting.

PC approved as presented by Staff and with the following condition from Planning Commission:

COMMENTS | NOT COMPETE LIST

- 15% of homes may be built between 1,600sq ft and 1,800 sq ft. (Planning Commission requirement)
- Provide a Traffic Impact Analysis (required in UDO) and continue to work with City Staff on traffic conditions at the corner of 126th and Harvard.
- Sidewalks are required internally and along street frontage
- Consult with OneOK on sidewalk details
- Confirm encroachment agreement with OneOK
- Update the Comprehensive Plan information in the PUD
- Add PUD 127 MA 1 in the title
- Correct all outstanding PUD markups
- Add connection to the West

October 17, 2024, Denied | 4-1-2 (two members were not present at the hearing) at the regularly scheduled Planning Commission hearing on October 17, 2024.

Planning Director Marcae Hilton introduced the item and answered questions. Planning Commission took a break from 6:50 p.m. and returned at 6:56 p.m. Applicants Robert Bell (101 E Aquarium Pl) & Charlie Wollmershauser (12901 S 27th St) addressed the commission about the application and answered questions.

The following people gave public comments:

- Jeff Smith (2041 E 129th St)
- Justin Little (10531 S Koa)
- Aaron Farris (2120 E 128th Pl S)
- Catherine Lenhart (777 W 106th St)
- Bob Smith (12884 S 21st Pl E)
- Lori Anderson (12902 S 20th Pl E)
- Josh Glasscock (12922 S 20th Pl)
- Charlotte Montgomery (10612 S Fir Ave)
- Jennifer Nitz (12548 S Gary)

Robert Bell & Charlie Wollmershauser addressed the Commission again. Amy Bors made a motion to Deny the item. Gina Wilson seconded the motion. A roll call vote of members was taken as follows:

YEA: Wilson, Bors, Sellers, West; NAY: Stephens

FRAZIER FALLS SUMMARY FROM 2021 | CITY COUNCIL SUMMARY

- CC May 18, 2021 | JZ 21 PUD 127 Frazier Falls | 6-0-1 (Councilor Kaye Lynne left at 7:15 pm) Approved Rezoning from AG to RS-2 with an overlay zoning JZ 21-PUD 127.

PLANNING COMMISSION SUMMARY

- PC May 06, 2021 | JZ 21 PUD 127 – Frazier Falls
 - Commissioner Brown reviewed his statements from last meeting related to concerns of the 5' & 5' side-yard setback and stated he would not oppose the design as submitted
 - Commissioner Brown stated he was happy to see that the City will be putting in stop signs at the corner of 126th & Harvard; Commissioner/Chair Minden submitted concerns that stop signs would not be that helpful (she sent out an email to staff with her comments)
 - Mr. Bell spoke again addressing some of the concerns that were stated at the last meeting: vehicle stacking at gate, beneficial water runs; pump station design.
 - Passed per staff comments 6-1; Minden voted against
- PC April 08, 2021 | JZ 21 PUD 127 – Frazier Falls – South Corner of E 126th St S & S Harvard
 - Chair Minden spoke about the safety of the roads in the area (too many sharp corners without adequate safety measures), and spoke about water/drainage, thinks the project is too dense for the area
 - Commissioner West did not see traffic as an issue as the new houses wouldn't be bringing in enough vehicles to impede traffic on the roads
 - Commissioner Beyer had questions about the 2 lift stations, answered by Mr. Bell
 - Commissioners Randolph and Brown thought that the side yard setbacks were too narrow at 5' & 5', thought it needed to be at least 15' total.
 - Commissioner West thought that the density was fine, and expressed concern about the PC forcing the developer to change the side yard setback could negatively impact the project
 - Commissioner Davis didn't like the project personally, but failed to see a reason why it wouldn't work as presented
 - First motion
 - Commissioner John Brown | motion to table until developer brought project back with larger side yard setbacks
 - Seconded by Chair Carol Minden
 - Motion failed, tied 3-3
 - For: Randolph, Brown, Chair Minden
 - Against: West, Davis, Beyer
 - Second motion
 - Commissioner Scott West | motion to approve as presented
 - Seconded by Commissioner Leon Davis
 - Motion failed, tied 3-3
 - For: West, Davis, Beyer
 - Against: Randolph, Brown, Chair Minden
 - Third motion
 - Commissioner Leon Davis motioned to table the item to next PC meeting
 - Seconded by Commissioner Jeff Beyer
 - Motion approved, 5-1
 - West against
 - Discussion lasted approximately 1 hour and 20 minutes

TRAFFIC CONVERSATION

The City of Jenks began discussions last year when a corner lot in the area developed as a single-family residence. To date there have been changes in the signage, a police report citing the number of accidents and ongoing staff dialog regarding safety and long-range improvements. Staff will consider the issues and traffic suggestions from Commissioner/Chair Minden. Presently, stop signs will be installed and the hard corner will have the overgrown brush and trees removed to improve visibility.

EVALUATION | The approved PUD requirements are enforceable by the City of Jenks.

STAFF COMMENTS | NOT COMPETE LIST

Provide the following prior to Final Plat Submittal:

1. LOT WIDTH:
 - a. Identify the number of lots per their lot width at build line: 55-60, 61-63, 64+
 - i. The PUD spelled out percentages which changed once the 50 ft lot width was eliminated.
 - b. The required lot width for the district shall be met at the front yard setback line. (See Figure 3.3)
 - i. Clarify the following lots at the Build Line
 1. Block 2 (Lots: 5, 9-13, 14)
 2. Block 3 (Lots: 1, 6-9, 13-20, 24-28)
 3. Block 4 (Lots: 1, 9, 12, 14-15, 17, 28-29)
 4. Block 5 (Lots: 1, 3-5)
2. Traffic Impact Analysis (required in UDO)
3. Continue to work with City Staff on traffic conditions at the corner of 126th and Harvard.
4. Sidewalks are required internally and along street frontage
 - a. Consult with OneOK on sidewalk details
5. Provide copy of encroachment agreement with OneOK
6. Finalize Amenities Package
7. Building Permit:
 - a. Provide your plan for tracking minimum square footage for livable space (finished heated living area).
 - b. Provide your method of enforcement of UDO standards such as anti-monotony etc.
8. Provide Final Clean Copy of PUD 127
 - a. Correct all outstanding PUD markups

RECOMMENDATION | Staff and TAC recommend conditional approval with the comments of staff, and/or Planning Commission, and/or City Council.

OWNER/DEVELOPER

Frazier Falls, LLC,
an Oklahoma Limited Liability Company
10545 S. Memorial Dr.
Tulsa, Oklahoma 74133
918.289.6997

ENGINEER / SURVEYOR

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

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2025

Preliminary Plat
Planned Unit Development No. 127

Frazier Falls

A Subdivision in the City of Jenks, being a part of the SE/4
of Section 5, Township 17 North, Range 13 East of the
Indian Base and Meridian, Tulsa County, State of Oklahoma

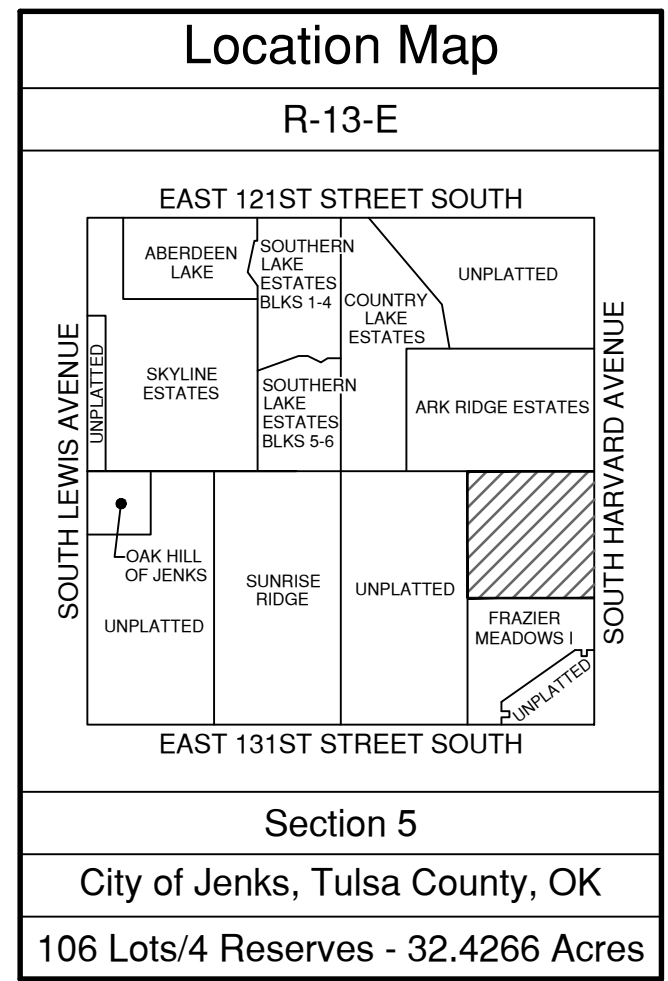
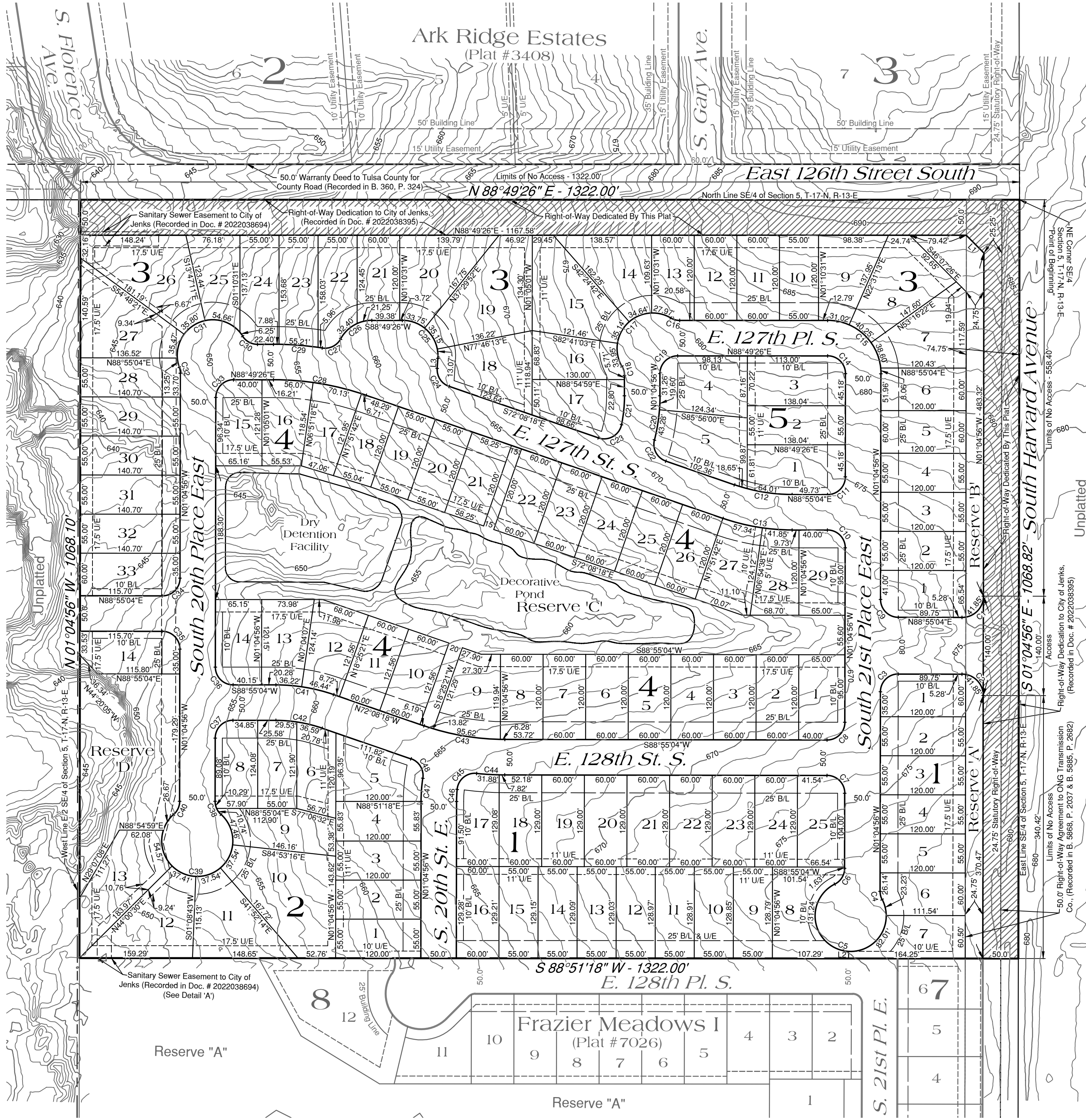
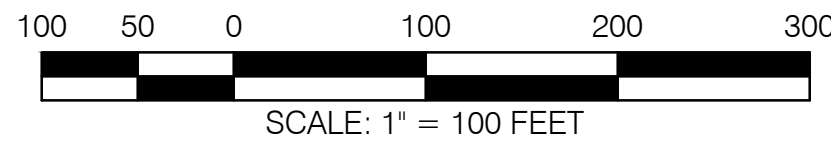
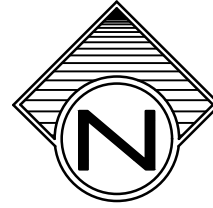
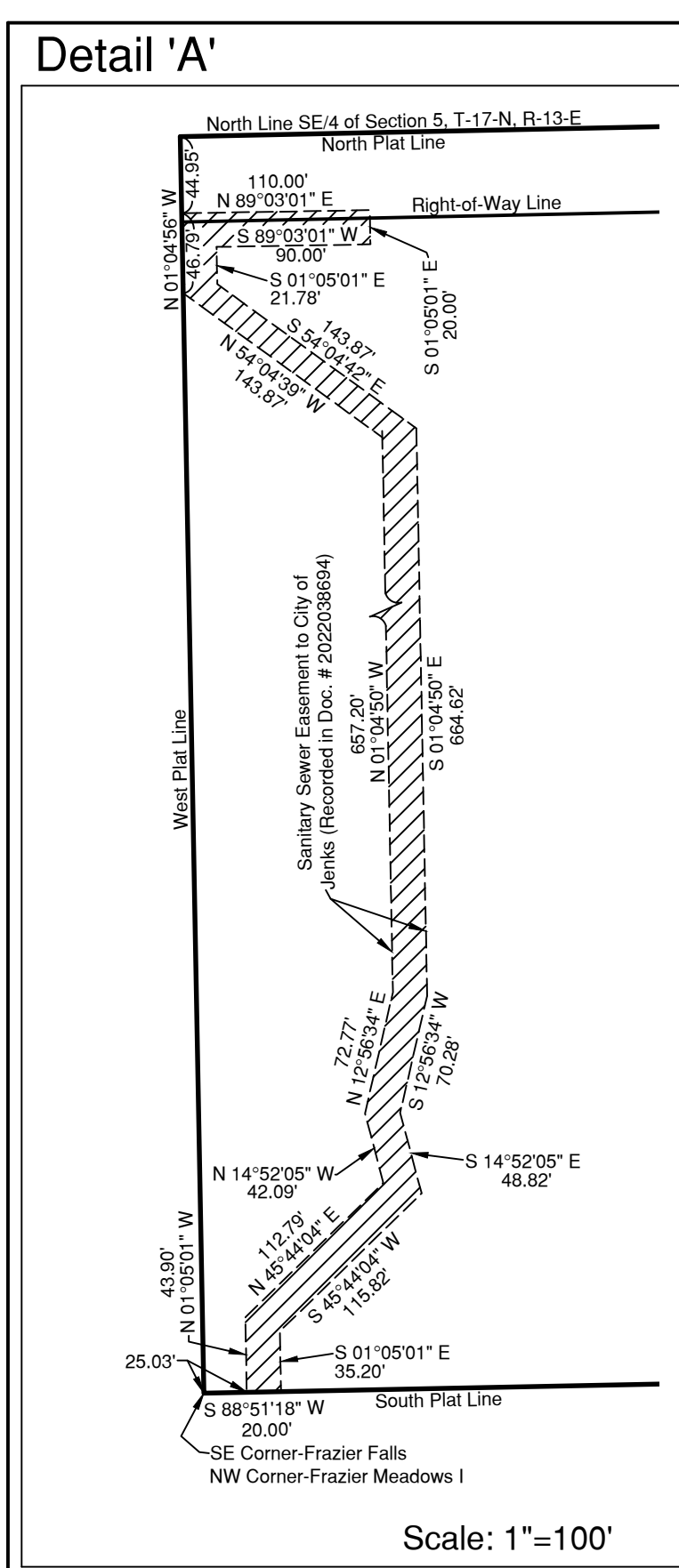


Table with 3 columns: Lot Area (S.F.), Lot Area (S.F.), and Lot Area (S.F.). It lists lot numbers and their corresponding areas in square feet, organized by block.



Legend
B/L = Building Line
B/L & U/E = Building Line and Utility Easement
Right-of-Way = Right-of-Way dedicated by this plat.
Esmt. = Easement
L.N.A. = Limits of No Access
Res. = Reserve
S.F. = Square Feet
U/E = Utility Easement
Monument Notes
Basis of Bearings
Benchmark
Backflow Preventer Valve

Curve Table with columns: No., Radius, Length, Chord Length, Chord Bearing, Delta. It provides data for various curve segments used in the plat.

Line Table with columns: No., Bearing, Distance. It lists specific line segments with their bearings and distances.

Frazier Falls

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

That Frazier Falls, LLC, an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land contained within the Southeast Quarter (SE/4) of Section Five (5), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the northeast corner of said Southeast Quarter (SE/4);

Thence South 01°04'56" East, along the east line of said Southeast Quarter (SE/4), a distance of 1068.82 feet to the northeast corner of Frazier Meadows I, a subdivision to the City of Jenks, Tulsa County, State of Oklahoma, according to the recorded Plat No. 7026;

Thence South 88°51'18" West, along the north line of said Frazier Meadows I, a distance of 1322.00 feet to the northwest corner thereof;

Thence North 01°04'56" West, parallel to the east line of said SE/4, a distance of 1068.10 feet to a point on the north line of said SE/4;

Thence North 88°49'26" East, along the north line of said SE/4, a distance of 1322.00 feet to the "Point of Beginning".

Containing 1,412,503 square feet, or 32.4266 acres, more or less.

The Basis of Bearings for the tract described above is the East line of the Southeast Quarter (SE/4) of Section Five (5), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, as being South 01°04'56" East.

And does hereby certify that it has caused the above-described land to be surveyed, divided, mapped, granted, donated, conveyed, dedicated, and access rights reserved as represented on the plat and subdivided into five (5) blocks, one hundred-sixteen (116) lots and four (4) reserve areas and has designated the same as "FRAZIER FALLS", a subdivision in Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

1.1. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as "U/E", "Esmt." or "Utility Easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves to itself, and to its assigns, the right to use or delegate to others the right to use the designated easements and rights of way to provide any of the services set forth herein, including, but not limited to the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along 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/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the "City", and by the supplier of any affected utility service, that within the streets and 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 a street or easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls.

1.2. Underground Service

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

1.2.2 Underground service cables and gas service lines to all structures which are located within the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot. Provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service 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 on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

1.2.3 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 easement ways shown on the 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.

1.2.4 The owner of the lot shall be responsible for the protection of the underground service facilities located on their 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 shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or their agents or contractors.

1.2.5 The foregoing covenants set forth in this sub-section 1.2 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 hereby.

1.3. Water and Sewer Service

1.3.1 The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main or public sanitary sewer main. Within the utility 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 or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.

1.3.2 The "City", or its successors, will be responsible for ordinary maintenance of public water main, or public sanitary sewer main, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or their agents or contractors.

1.3.3 The "City" or its successors through its proper agents and employees shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.

1.3.4 The foregoing covenants concerning water and sewer facilities shall be enforceable by the "City" or its successors, and the owner of each lot agrees to be bound hereby.

1.4. Gas Service

1.4.1 The supplier of gas service, through its agents and employees, shall at all times have the right of access to all such 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 in their lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner of the lot or its agents or contractors.

1.4.3 The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.4.4 ONG's easement(s) recorded in Book 5868, Page 2037 & Book 5885, Page 2682 remain in full force and effect. ONG's easement(s) pre-date the right-of-way dedication in this plat and may prohibit or limit certain uses of ONG's right-of-way, including paving, other utility lines, and permanent structures, without ONG's prior written consent.

1.5. Surface Drainage

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public 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 their lot. The foregoing covenants set forth in this sub section 1.5 shall be enforceable by any affected lot owner and by the "City".

1.6. Paving and Landscaping Within Easements

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

1.7. Storm Sewer

1.7.1 The "City", 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.

1.7.2 No permanent fence, permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed or maintained in the storm sewer easement area, and any construction activity which would interfere with the storm sewer system shall be prohibited.

1.7.3 The "City", 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.

1.7.4 The foregoing covenants concerning the public storm sewer system shall be enforceable by the "City", or its successor, and the owner of each lot agrees to be bound hereby.

1.7.5 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. Within the utility easement areas depicted 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 sewer, shall be prohibited.

1.8. Reservation of Rights and Covenant as to Obstructions

The Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along 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 and to areas outside of the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the "City", and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping, that do not constitute an obstruction.

1.9. Limits of No Access

The Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Harvard Avenue within the boundaries designated "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the "City" or its successors, or as otherwise provided by the statutes and laws of the State of Oklahoma. "Limits of No Access" shall be enforceable by the "City".

SECTION II. RESERVE AREAS

2.1. Use of Land

2.1.1 Reserve Areas "A", "B" and "D"

Reserves "A", "B" and "D" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, recreational facilities, overland drainage, stormwater drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be formed pursuant to Section IV. hereof.

2.1.2 Reserve Area "C"

Reserve Area "C" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, recreational facilities, overland drainage, stormwater drainage, stormwater detention, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be formed pursuant to Section IV. hereof.

2.2. All Reserves

2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the Homeowners' Association.

2.2.2 In the event the Homeowners' Association should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Jenks, or its designated contractor may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.

2.2.3 In the event the Homeowners' Association fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Jenks may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of the lots within the development, provided however, the lien against each residential lot shall be limited to 1/106 of the costs. This lien may be foreclosed by the City of Jenks.

SECTION III. PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT (PUD 127 AMENDED)

3.1. Approval

The PUD Overlay District was created to visually represent areas of the community that are governed by and approved Planned Unit Development as detailed in Section 16-9-8 of the UDO. Upon approval of a Planned Unit Development by the City Council, the zoning map shall be amended to reflect the PUD Overlay. "Frazier Falls, PUD 127 Amended" development is part of an approved Planned Unit Development (PUD) Overlay District. PUD 127 Amended was affirmatively recommended by the Jenks Planning Commission on December 5, 2024, and approved by the Jenks City Council on December 17, 2024.

3.2. Amendment(s)

Any PUD Overlay District amendments transpiring after December of 2023 shall be as processed as provided within Section 16-9-8 (J) Amendments to Approved Planned Unit Development of the Unified Development Ordinance (UDO) of the City of Jenks.

3.3. Filing of a New PUD and/or Amendment(s)

The City of Jenks, in order to provide an accurate record of the approved established covenants identified in the approved Ordinance and detailed in the development criteria and standards of the PUD Overlay District does require that all approved PUD documents (Minor and Major) be filed by "Separate Instrument" as an addendum to the Deed of Dedication of the Plat of Record with the Tulsa County Clerk and separate instrument document shall be available to the public at the City of Jenks Planning Department per City of Jenks policy.

3.4. PUD Overlay District Document Access

Regarding developments governed by a PUD Overlay District, prior to any site development or design contract the City of Jenks or perform a title search for the approved Plat addendum document.

3.5. Enforcement

The City of Jenks requires for PUD Overlay District subdivision development the establishment of covenants of record inuring to the and enforceable by the City of Jenks, Oklahoma, sufficient to assure the implementation of and continued compliance with the approved PUD and any future amendments.

SECTION IV. HOMEOWNERS' ASSOCIATION

4.1. Formation

The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "FRAZIER FALLS Homeowners' Association, Inc.", a not-for-profit (the "Association") for the general purposes of the maintenance and ownership of the Common Areas and to enhance the desirability and attractiveness of the Subdivision. The Owner/Developer will control the Association until such time that it is turned over to the Homeowners. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all reserve areas, and common areas as designated on the plat provided, however, no

assessment shall be made or attach to any Lot owned by the Owner/Developer.

4.2. Maintenance

Reserve Areas: The Association, except as hereinafter provided, shall be responsible for the maintenance of improvements, amenities and landscaping within all reserve areas designated on the plat and the reserve areas are reserved for subsequent conveyance to the Association.

SECTION V. ARCHITECTURAL COMMITTEE

5.1. An Architectural Committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. The Owner/Developer and his appointed shall be the designated Architectural Committee. If the Owner/Developer is unable to fulfill this duty, his designated heirs and assignees will serve as the Architectural Committee. The Owner/Developer or committee may appoint additional members. At a point agreeable to Owner/Developer, a duly elected Architectural Committee shall be formed consisting of members of the Frazier Falls Homeowners Association. No building, fence, wall, free-standing mailbox or any other improvements or structure may be commenced, erected, constructed or placed on any lot in the Subdivision without the written approval of the Architectural Committee. The architectural plans to be submitted and approved in accordance herewith shall be submitted in duplicate and shall include, at a minimum, the following, as applicable, with regard to each improvement to be constructed on any lot in the Subdivision, which must be approved in writing prior to submittal to the City of Jenks for a Building Permit.

5.1.1 An accurate site plan including structure designs;

5.1.2 All square footage shall be stated on the building plans submitted to the Architectural Committee;

5.1.3 Any other plans or information requiring the approval of the City or the Jenks Planning Commission pursuant to Section II of this Deed of Dedication;

5.1.4 Details regarding the composition of all roofing and external building materials, including color schemes;

5.1.5 Drainage and grading plans; and

5.1.6 Any other plans or details required by the Architectural Committee. In passing upon such plans, specifications, plot plans, drainage and grading plans, the Architectural Committee may take into consideration the suitability of the proposed building or other structures and of the material of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surrounding buildings and lots and the effect of the building or other structures as planned on the view from the adjacent or neighboring lots.

5.2 In the event of the death or resignation of any member of the above-named committee, the remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted as herein required within twenty (20) days after such submission, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of its 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 erected, and the harmony thereof with the surrounding area.

5.3 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 hereinafter authorized to grant the particular waiver.

SECTION VI. PRIVATE COVENANTS

6.1. Carports

Carports are not permitted.

6.2. Fencing

6.2.1 All fencing plans including material must be pre-approved by the Architectural Committee.

FRAZIER FALLS

Date of Preparation: April 1, 2025

Sheet 2 of 3

6.2.2 Fences may not exceed 6 feet in height, except developer-installed perimeter fence.

6.2.3 Interior fencing or walls shall not extend beyond each end corner of the residence. Corner lots shall be permitted to extend fencing in a side yard abutting a public street to a point no closer than 7.5' of the property line. There shall be concrete curbing along the entire length of the subdivision perimeter fencing. Fence to be capped and trimmed and built using steel posts.

6.2.4 Perimeter fencing along Harvard Avenue and East 126th Street shall be completed prior to release of any occupancy permits.

6.3 Driveways

6.3.1 Driveway width shall not exceed the overall width of the garage. Building plans and/or all requests must be approved by Architectural Committee.

6.3.2 Driveways are required on each lot, and shall be constructed of all-weather surface such as concrete, brick, or other masonry materials acceptable to the Architectural Committee. Driveways must extend from street to garage door opening.

6.4 Pre-existing Buildings

No pre-existing or off-site pre-built residence or building may be moved onto any lot; provided however, that the Owner/Developer of the subdivision, may maintain a sales office in a temporary structure for the sale of lots in the subdivision.

6.5 Out Buildings

No outbuildings or accessory buildings are allowed without the written permission from the Architectural Committee. If approved by the Architectural Committee, all outbuildings and accessory buildings must be constructed utilizing the same exterior materials, design and colors as the primary residence.

6.6 Pools

Above ground swimming pools are prohibited. Pools must be in-ground with spas in or above ground. Lots with in-ground swimming pools shall have sufficient security fencing as required by City of Jenks Code or any other city, county, state or other law or regulation applicable thereto. Swimming pool ancillary equipment shall be shielded from view from the street and adjacent lots.

6.7 Antennas

No exterior radio or television tower, aerial or antenna shall be located upon any lot; provided however, a satellite dish no greater than 3 feet in diameter may be installed with the approval of the Architectural Committee; provided further, no more than one satellite dish shall be installed upon each lot and shall be located only on the active side and shall not be visible from the street. The location of any such satellite dish must be approved by the Architectural Committee and shall be, whenever possible, such that the satellite dish is not visible from any public or private street.

6.8 Roof Mounted Equipment

Roof mounted equipment, including mechanical, or air conditioning is not allowed. This provision excludes satellite dishes and solar equipment.

6.9 Recreational Vehicles

No campers, boats, trailers, motor homes or other recreational vehicles or inoperative vehicles shall be parked or stored in the Subdivision for a period to exceed 48 hours except within an enclosed garage which garage door must be closed except for normal operation for entering and exiting the garage. Pre-approval must be obtained for temporary storage exceeding 48 hours.

6.10 Athletic and Recreational equipment

Basketball goals allowed in driveway no greater than 10 feet from garage (side of drive by garage), swing sets, soccer goals, trampolines or other playground equipment are not allowed in the front yards or side yards without written consent of Architectural Committee. These items may be placed in the back yard if the yard area is enclosed with an appropriate fence, as described in Section 6.2 - Fencing.

6.11 Clean Lots

Each lot shall be maintained in a neat and orderly manner free of clutter, rubbish, trash or other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass. Grass and landscaping shall be maintained on a regular basis. Trash containers, except during periods of collection, shall be stored out of view from the public and from adjoining property owners. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot.

6.12 Clothes Lines

Exposed clothes line poles or outdoor clothes drying apparatus are not permitted on any lot.

6.13 Upkeep

All structures, landscaping, and improvements shall be maintained in good condition and in good repair at all times. In case of a dispute concerning these matters, the decision of the Architectural Committee or the officers and directors of the Homeowners Association shall be final.

6.14 Signs

6.14.1 No sign shall be displayed to public view on any lot other than those announcing the sale of the home or lot by the homeowner, developer, builder, or a realtor. These signs shall not exceed standard size. Political and school-related signs less than four (4) square feet are allowed as per the City of Jenks sign ordinance. Any other exception must be approved by the Architectural Committee.

6.14.2 One entry identification sign on each side of the entry and a double-sided center island sign. The maximum display surface shall be 32 square feet per sign surface.

6.15 Mailbox

So long as a rural type mailbox is in use under this plat by the United States Postal Service, all mailboxes and mailbox pedestals shall 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 6 inches from the curb and 6 feet from the inside edge of a driveway. "Inside edge" shall mean the edge of the driveway that borders the largest contiguous lot area. The bottom height of the mailbox shall be 38 inches from street level. A mailbox may be located on an adjacent property if required by Post Office Rules. All mailboxes shall be architecturally congruent with the house and must be approved by the Architectural Committee.

6.16 Rooftop Protrusions

Sheet metal, aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted to match shingles.

6.17 Roof Material

Roofing shall be self-sealing 30-year Atlas or similar Weatherwood composition shingles, metal or slate tile or equivalent providing, however, in the event such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon a determination by the Architectural Committee that the proposed alternative is of comparable or better quality of a design and quality which is compatible with the roofing first described.

6.18 Roof Pitch

Residences shall have a roof pitch of at least 4/12 over 80% of the roof area. Provided, however, the Architectural Committee may waive this restriction for an area of the roof not to exceed 20%. This criterion is primarily intended for dormers and back covered patios.

6.19 Storage and Materials

No lot shall be used for the storage of materials for greater than thirty (30) days prior to the start of construction. Construction shall be complete within twelve (12) months. The owner of the lot shall be responsible for maintaining the lot in a neat and orderly condition at all times.

6.20 Drainage

Each property owner shall consult and follow the final grading plan filed at the City of Jenks. It is the responsibility of the property owner to ensure their lot is graded in accordance with said grading plan. If it is discovered that a lot has not been graded properly, the non-compliant property owner must make immediate changes to bring said lot into compliance with the drainage plan.

6.21 Retaining Walls

Retaining walls shall be brick, stone, stucco or decorative concrete block. The Architectural Committee shall make final decisions on materials authorized for use in retaining walls.

6.22 Washing out of Concrete Trucks or Concrete Spills

Ready mix concrete trucks may wash out only at a location approved by Owner/Developer. Property owners shall be responsible to other property owners for assuring that concrete delivered to their lot remains on their lot. The property owner shall be held responsible for cleanup if concrete delivered to a lot is spilled or washed onto streets or other lots.

6.23 Garbage

Garbage and trash cans shall be concealed from street view, except within 24 hours of curbside collection.

6.24 Animals

Common household pets may be kept provided that they are not bred or maintained for commercial purposes, and so long as they do not pose a threat or create a nuisance to the neighbors. All pets shall be restrained in such a manner to prevent them entering upon neighboring lots. When outside the lot in which the pet resides, or in the common areas of the subdivision, all pets are to be accompanied by their Owner or Owner's family member or guest and are to be on a leash. The pet's owner is responsible for the immediate removal and proper disposal of all excrement outside of the Owner's lot including the common areas of the Subdivision. Barking dogs may be considered a nuisance.

6.25 Windows

All window frames and doors shall be either wood, fiberglass, vinyl clad wood, vinyl or aluminum.

6.26 Noise

No noxious, loud, annoying or offensive activity shall be carried out upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6.27 Guttering

Home guttering shall disperse water in the same direction as the natural water flow of the lot. Whenever possible, guttering shall direct water toward the street or toward natural drainage flow of the lot. Full guttering is required for all homes. Tight lines shall be used as necessary to divert water so as to not affect adjacent properties and shall be directed to the street where possible.

6.28 Erosion Control

The owner of each lot shall be responsible at all times for the maintenance of appropriate erosion control measures as required by the City of Jenks policies.

6.29 Utility Transformers

All transformers and similar equipment located on a lot shall be screened from view where reasonably possible.

6.30 Law Compliance

The disposal of hazardous substances anywhere within the Frazier Falls community that might contaminate or impact the lake (Reserve A) and soil content of surrounding or neighboring properties is prohibited. 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 owner's property and construction and maintenance of any improvements thereon, including but not limited to, applicable zoning, land use and health and safety issues.

6.31 Leasing

In the event an owner leases their residence, the owner has an affirmative duty to notify the tenant of the existence of the Frazier Falls I Homeowners Association, and the terms and conditions of the restrictive covenants set forth herein. The owner shall provide a copy of the covenants to the tenant. The owner shall insure that the tenant complies with the covenants and requirements herein; and shall provide the undersigned Owner/Developer and the then president of the Homeowners Association with the name and phone number of the tenant and the address and phone number where the property owner can be contacted in the event any problems regarding compliance with the covenants or other requirements set forth herein occur. Owner acknowledges he/she is aware 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 tenant and any action or inaction on the part of the tenant.

6.32 Garages

Enclosed garages providing for a minimum of two automobiles shall be built on each lot.

6.33 Landscape

All lots shall be sodded and landscaped within 30 days of occupancy or 60 days after the final inspection whichever occurs first.

6.34 Minimum Trees

If a lot does not have a minimum of 1 existing tree in what will be the front yard the property owner/builder, within six (6) months of completion of construction, shall plant one 2 1/2" caliper tree (measured six inches from the base of the tree) in the number required to meet the minimum specified above.

6.35 Irrigation Systems

Each property owner shall install, operate and maintain an underground irrigation or sprinkling system for the purpose of properly irrigating and watering the trees and landscaping. All landscape irrigation systems are to be monitored and maintained to prevent overwatering and excessive runoff to adjacent properties and streets.

6.36 These restrictive covenants, together with the other documents incorporated herein by reference, shall be construed as an entity and the pertinent 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 this instrument void or unenforceable, and the same shall be thereafter construed as if such clause or provision were not herein contained, or to otherwise give maximum 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 relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes or the overall appearance of the 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.

6.37 The Owner/Developer reserves the right, in its sole discretion and without joinder of any of the owners of any other lot at any times, so long as it is owner of one or more lots, to amend, revise or abolish any one or more of the above covenants and restrictions contained in this Section 7 by instrument duly executed and acknowledged by it as Owner/Developer and filed in the County Clerk's office of Tulsa County, Oklahoma. Subsequent to the formation of the Frazier Falls Homeowners Association, the Owner/Developer may assign this reservation to the Association. However, the By-Laws and Certificate of Incorporation of the Association shall provide that a (any) covenant shall not be changed or abolished unless approved by sixty (60) percent of the members of the Association.

**SECTION VII.
ENFORCEMENT, DURATION, AMENDMENT, AND TERMINATION**

7.1 The restrictions herein set forth are covenants to run with the land and shall be binding upon the undersigned Owner/Developer, its grantees, successors and assigns and all parties claiming under it for a period of twenty-five (25) years from the date of recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereafter provided. If any owner, or its successors or assigns shall violate any of the covenants hereon, it shall be lawful for the City of Jenks or any persons owning a lot situated within the subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, and to prevent him/her or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

7.2 The covenants contained within Section 1 – Public Streets, Easements and Utilities, Section 2 – Reserve Areas, Section 3 – Planned Unit Development Overlay District (PUD 127 Amended), Section 4 – Homeowners Association, Section 5 – Architectural Committee, Section 6 – Private Covenants and Section 7 – Enforcement, Duration, Amendment, and Termination herein may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of at least sixty percent (60%) of the lots in the Subdivision and approved by the Jenks Planning Commission and the Jenks City Council. All other covenants may be amended or terminated by a written instrument signed and acknowledged by the owners of at least sixty percent (60%) of the lots in the Subdivision; PROVIDING, HOWEVER, that so long as the Owner/Developer owns any lot in the Subdivision any such amendment must be approved in writing by the Owner/Developer. The Owner/Developer may delegate its right to approve any such amendment to the Architectural Committee. Any such amendment shall be effective from and after the date it is properly executed and recorded in the Office of the County Clerk of Tulsa County, Oklahoma.

7.3 At any time prior to the termination of the Class B Membership in the Homeowners Association as set forth in the By-laws of the Homeowners Association, the Owner/Developer may specifically assign its rights and obligations hereunder in the capacity of "Owner/Developer" and the successor shall succeed to such rights and obligations as if original designated Owner/Developer hereunder.

7.4 In the event of ambiguity of any word or term set forth herein, the meaning thereof shall be deemed to be defined as set forth within the City of Jenks zoning code as the same existed on _____ 202X or as subsequently amended.

IN WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this _____ day of _____, 2025.

Frazier Falls, LLC,
an Oklahoma limited liability corporation

By: Charlie Wollmershauser, as Manager of
Frazier Falls, LLC

State of _____)
) s.s.
County of _____)

Subscribed and sworn before me, a Notary Public, this _____ day of _____, 2025, by Charlie Wollmershauser, Manager of Frazier Falls, LLC

Notary Public
My commission no: _____
My commission expires: _____

CERTIFICATE OF SURVEY

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

Executed this _____ day of _____, 2025.

David W. Murdoch
Registered Professional Land Surveyor
Oklahoma No. 1404

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

The foregoing Certificate of Survey was acknowledged before me this _____ day of _____, 2025, by David W. Murdoch.

Jack Taber, Notary Public
My commission no. 12005192
My commission expires May 31, 2028

Conceptual Public Utility Plan
Frazier Falls

A Subdivision in the City of Jenks, being a part of the SE/4 of Section 5, Township 17 North, Range 13 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma

OWNER/DEVELOPER

Frazier Falls, LLC,
 an Oklahoma Limited Liability Company
 10545 S. Memorial Dr.
 Tulsa, Oklahoma 74133
 918.289.6997

ENGINEER / SURVEYOR

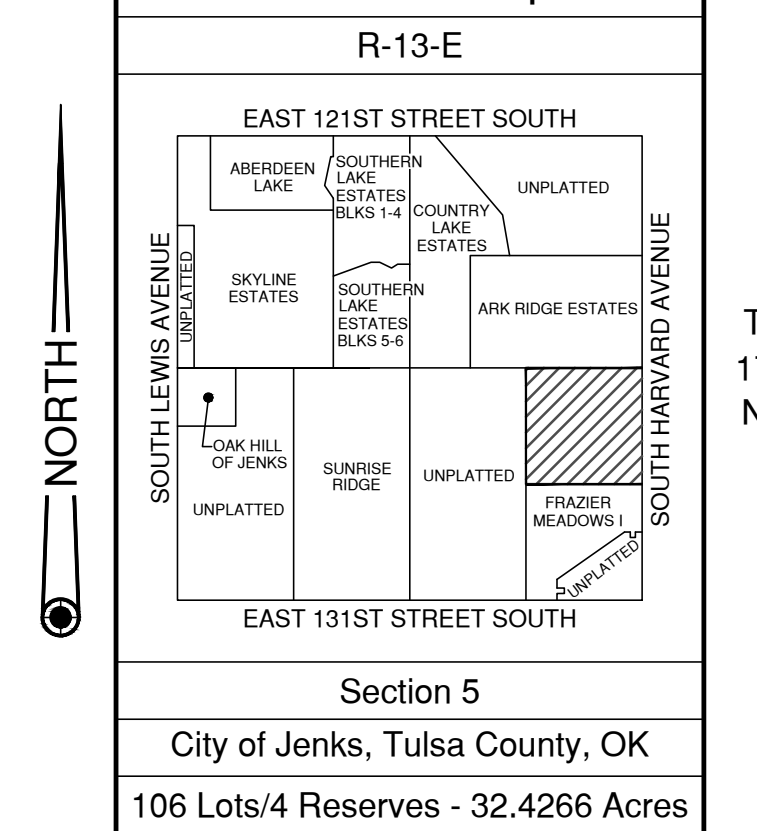
Tulsa Engineering & Planning Associates, Inc.

an Oklahoma corporation
 9810 E. 42nd St., Suite 100
 Tulsa, Oklahoma 74146
 Phone: 918.252.9621

Russell K. Fischer, P.E., CFM, Senior Project Engineer/Manager
 R.Fischer@tulsaengineering.com

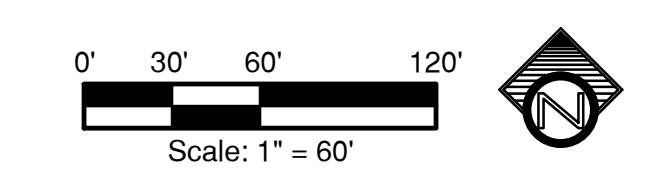
CERTIFICATE OF AUTHORIZATION NO. 531
 RENEWAL DATE: JUNE 30, 2025

Location Map



Conceptual Utilities Plan Legend

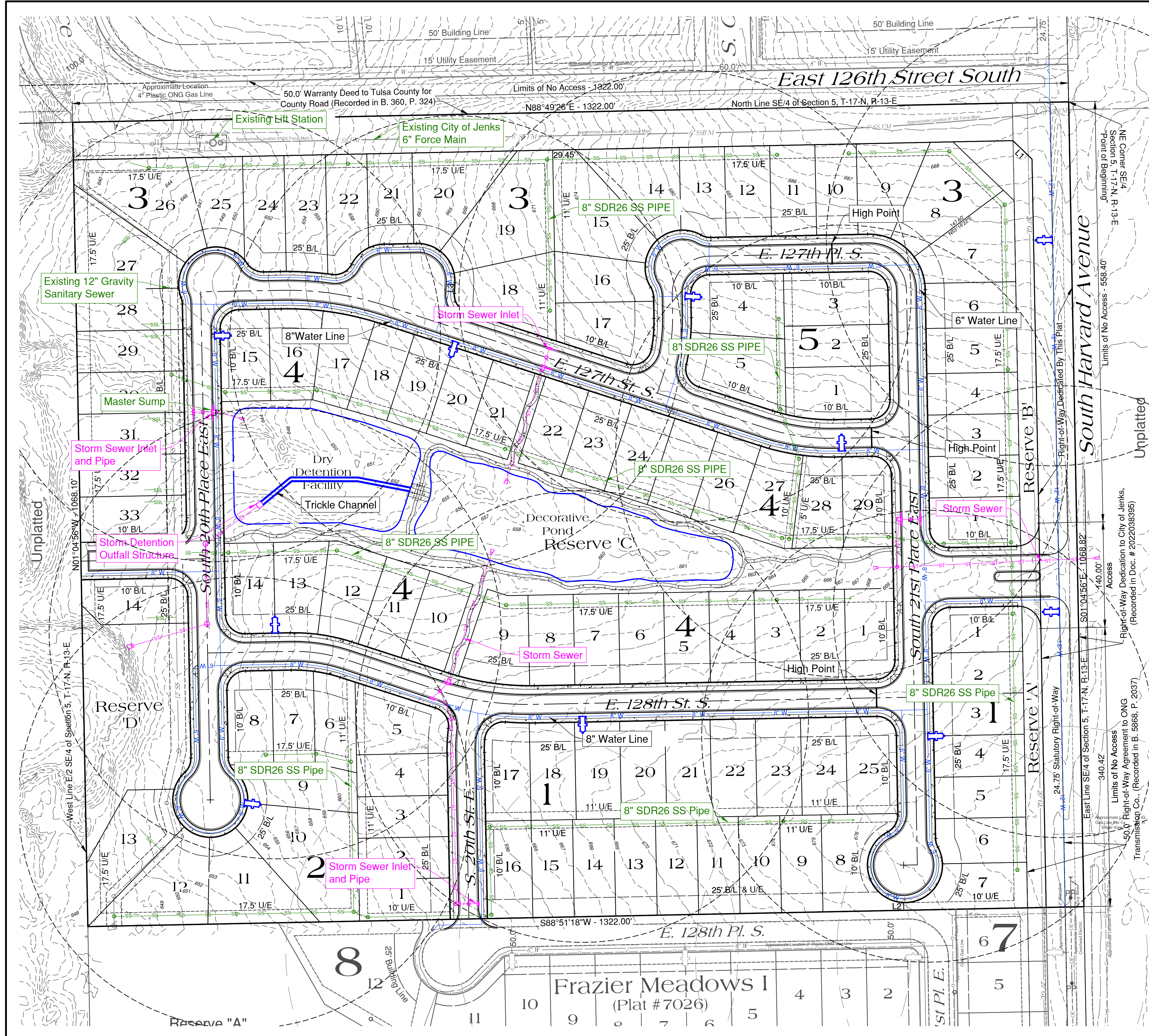
	Existing Sanitary Sewer (Size Un-Defined)		Proposed 6" Water Main
	Existing 6" Sanitary Sewer Force Main		Proposed 8" Water Main
	Existing Sanitary Sewer (Size Defined)		Proposed Fire Hydrant
	Existing Sanitary Sewer Manhole		Proposed 8" Sanitary Sewer Main
	Existing Water Main (Size Un-defined)		Proposed Sanitary Lamphole
	Existing Water Main (Size Defined)		Proposed Sanitary Sewer Manhole
	Existing Fire Hydrant		Proposed Storm Sewer Main
	Existing Overland Drainage Path		Proposed Storm Sewer Manhole
	Existing Storm Sewer Line		Proposed Storm Sewer End Section
	Existing Gas Line		Proposed Storm Inlet
	Existing 20" Gas Transmission Pipeline		300' Hydrant Radius
	Existing Contour Label		



Rev. No.: 0.0
 Job No.: 24-050
 Sheet: 1 of 1
 Date: 4/1/2025



Tulsa Engineering & Planning Associates, Inc.
 9810 East 42nd Street, Suite 100, Tulsa, OK 74146
 Phone: 918-252-9621 Fax: 918-340-5999
 Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2025



To Chair Dr. Scott West and Planning Commission
Hearing Date May 08, 2025
Case Number Plat 25-11 *Glenwood Ridge*
Request Preliminary Plat
Location North of 131st Street and west of Elm
Applicant Mark McGuire

Staff Report

Preparer | Marcaé Hilton

Attachments

Preliminary Plat Documents

Preparer

Mark McGuire

Background Information

STAFF COMMENTARY | This plat is for the southern residential phase of PUD 146 known as Glenwood Ridge. This parcel was previously part of a land allotment with many descendants. The ownership has worked with staff and has gifted the needed Elm Street ROW (Right of Way) for the City expansion project. This piece was originally identified as Phase 1 in PUD 146, but it is developing second to Crossvine residential subdivision to the north (PUD 146 MA1) the entire PUD project area is about 120-acres. PUD 146 has three (3) phases (project areas). The last phase/development area to develop will be the commercial, hard corner, buffered by Multifamily and will require a major amendment.

PLANNING DATA

Account # 97201720168210

Owner 131 ELM LLC

Addresses TBD

Zoning RS-3, Residential Single-Family (Ordinance 1634)

Development Plan PUD-146.ma1

Three Phases/Project Areas in PUD 146

- Crossvine | Development Area/Phase Two | RS-3 (Residential Single-family)
 - 55.20 Acres | Luxury living with minimal maintenance.
 - 55 Foot Lots
- [Glenwood Ridge | Development Area/Phase One | RS-3 \(Residential Single-family\)](#)
 - [43.52 Acres | Starter Homes](#)
 - [53 Foot Lots](#)

- One CS (Commercial Shopping) | Development Area/Phase Three | Shopping and possible future amendment to ask for High Density Residential (Multi-family)
 - Phase 3 | 21.81 Acres
 - High Intensity Residential | 12 Acres
 - Commercial 8 Acres

School District	Glenpool
Proposed Use	Residential
Comp Plan	Land Use Plan Medium Intensity Single-family Residential and High Intensity Single-family
Annexation	December 05, 2023
Site Plan	Submitted, Part of PUD 146
Plat Data	Preliminary Plat Approval
TR_SEC	7201
Gross Acres	42.96
Gross SF	1,871,335
	7 Blocks
	157 Lots
	3 Reserves
Access	2 Accesses along Elm (Peoria)
	1 Access along 131st
131 st Street	This segment of E 131st St S is classified as Secondary Arterial
Elm/Peoria	This segment of S Peoria Ave is classified as Primary Arterial

Staff Evaluation & Recommendation

EVALUATION: Staff believes the preliminary plat will be in compliance with all City requirements. Approval of the preliminary plat will allow the applicant to move forward with future project development.

TAC COMMENTS | APRIL 10, 2025:

1. AEP/PSO AARON N SMITH | TRANS RIGHT OF WAY AGENT
Good Afternoon, I do not see any PSO transmission lines on the proposed plats or any issues. If you have any questions or if you need anything, please let me know. Thank you.
2. COX, Angela Hughes, Hi Marcae! Please find your signed release letter for Glenwood Ridge. Thank you!

CONDITIONS:

1. PUD 146 Notes
 - a. Approved Qualification and exception to UDO 16-9-8 | C.1.b | C.2.
 - b. FOCAL POINTS Natural Landscaping
 - c. **AMENITIES To be identified in detail during platting must meet requirements of UDO and Subdivision Regulations, provide prior to CC hearing.**
2. OIL WELLS Identify active/inactive wells and follow the standards of the UDO other regulations.
3. The filing of the Plat will be required before any building permits are issued.
4. See face of plat for corrections (not complete list below)
 - a. Provide distances for street widths

- b. Provide distances between curb cuts
 - c. Provide ROW widths along both major streets, do they meet the required dedication?
 - d. Access to the west?
5. Subdivision Regulations: review and confirm, this list does not address all required regulations, just a few highlights.
- a. (4) Street Designations and Names.
 - b. Sec. 16-8-5. - Infrastructure Acceptance Requirements.
 - c. Sec. 16-8-6. - Maintenance and Supervision.
 - d. Sec. 16-8-7. - Circulation and Connectivity.
 - i. (E) Traffic Impact Analysis (TIA). Is required.
 - ii. (11) Connectivity Index. Confirm
 - e. Sec. 16-8-8. - Street Design Standards.
 - f. Sec. 16-8-10. - Anti-Monotony Standards. What is your plan to enforce this standard?
 - g. Sec. 16-8-11. - Parkland Provision.
6. Revise and resubmit DOD. Comments are not a complete list.

RECOMMENDATION: *Staff and TAC recommend conditional approval of the preliminary plat.*



Figure 1: LAYOUT EXHIBIT

Standard	Glenwood Ridge PUD 146	RS3	Crossvine PUD 146 MA 1	Phase 3 Future PUD Major Amendment	CS Commercial Shopping
Project Area (Acres)	43.52	NA	55.20	21.81	NA
Lot Area (sqft)	5,000	5,000	5,200		6,900
Lot Area/DU (sqft)	5,000	5,000			3,450
Lot Width (ft)	50	45	50		60
Front (ft)	25	20 (3)	20, 25, 15		20
Exterior Side (ft)	5	15 (3)	NA		20
Interior Side (ft)	5	5	1/9		10 (2)
Rear (ft)	20	20	20		20
Height (ft)	35	35	35		35
Impervious Surface Coverage	40%	60%	60		60%
Permitted Uses	Single-Family	Single-Family	Single-Family	Commercial and High Intensity Residential	Commercial and other
Minimum House Size	1400 sq ft	NA	1600		
Masonry	100%	NA	100		
Number of Homes	157	TBD	180		

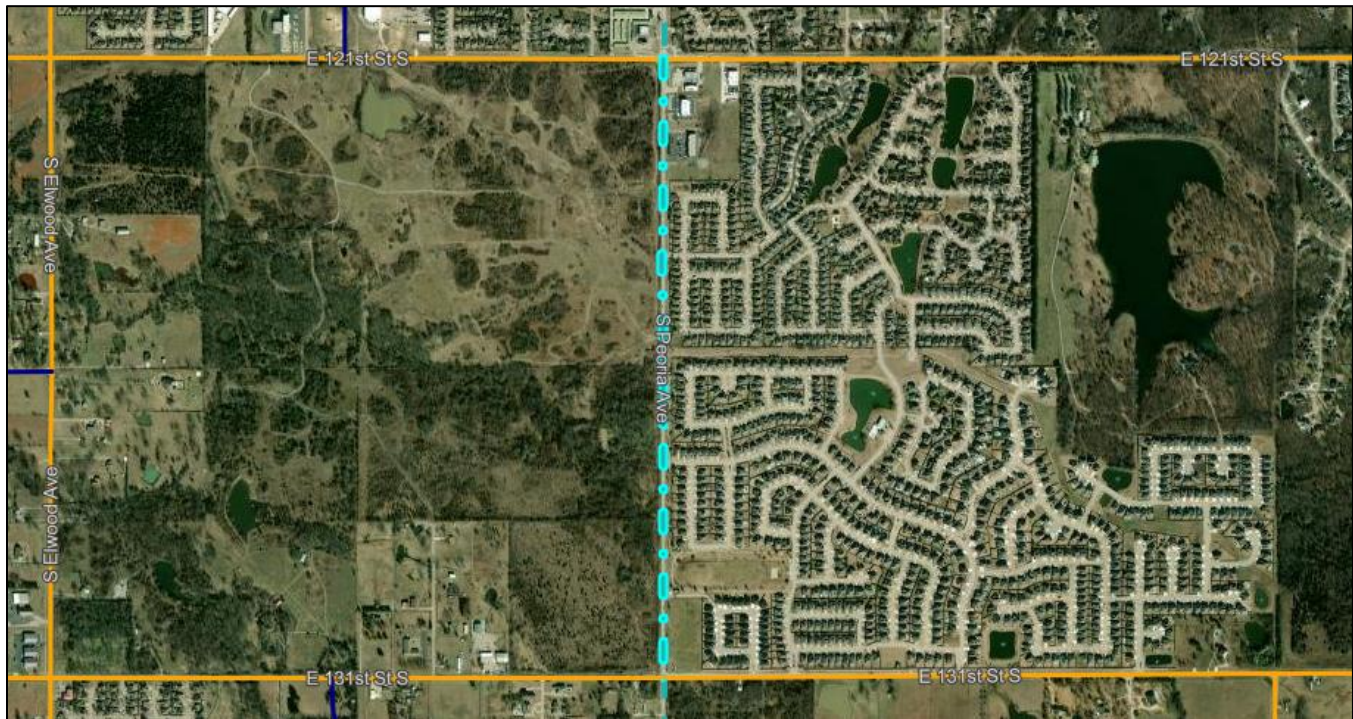


Figure 2: Primary Arterial per INCOG Major Street and Highway Plan

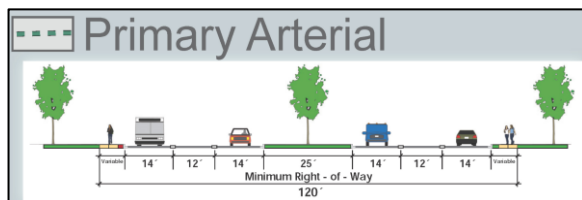


Figure 3: INCOG TMA | ROW Standards | This segment of S Peoria Ave is classified as Primary Arterial

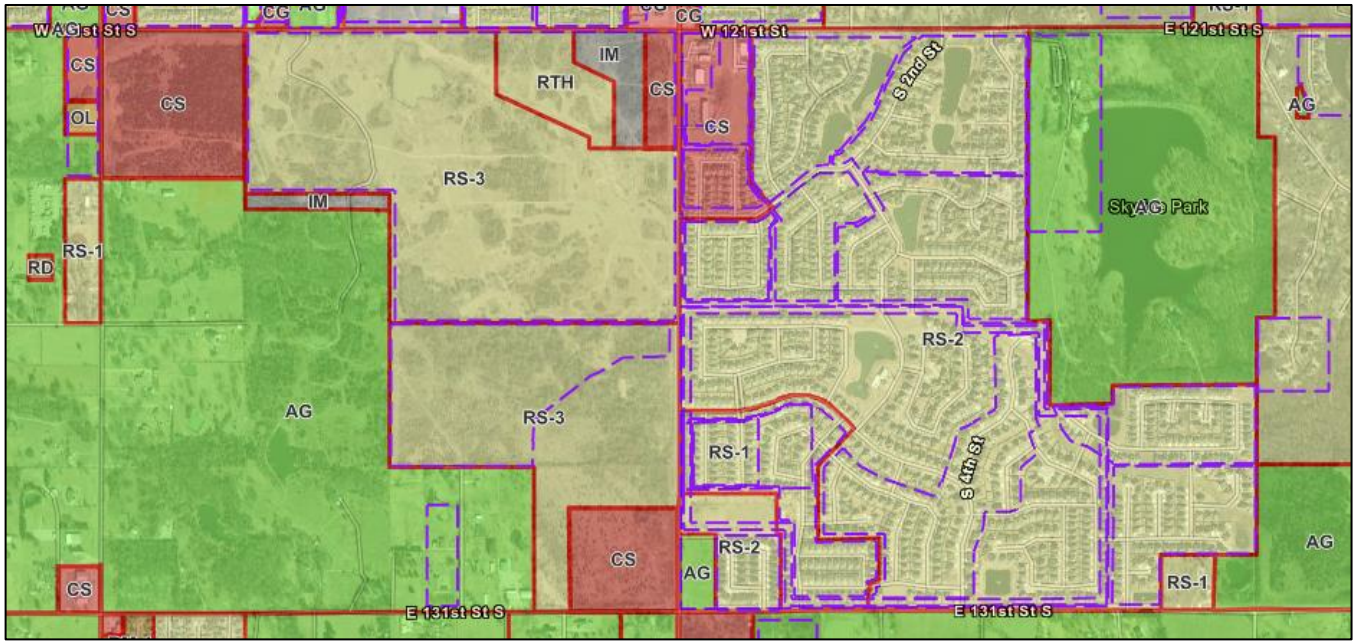


Figure 4 | INCOG Map

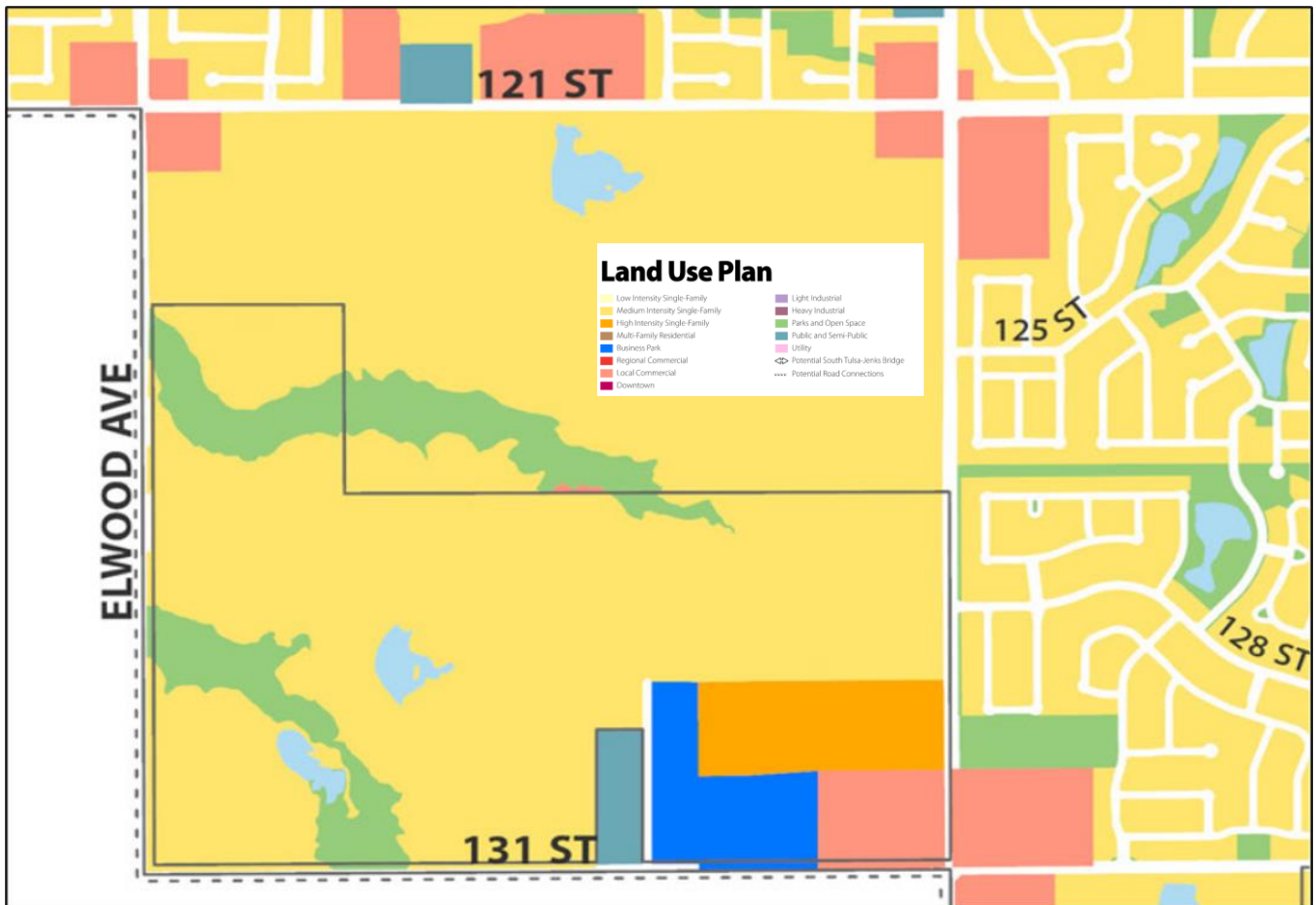


Figure 5 | Comp Plan Map

UDO LANGUAGE:

(5) **Preliminary Plat.** *The purpose of the preliminary plat application is to provide the City with an overall plan for the proposed development.*

(a) *Preliminary Plat Review Requirements. The preliminary plat shall show or be accompanied by the following:*

- The name and address of the owner or owners of the land to be subdivided, the name and address of the subdivider if other than the owner and the name and address of the land surveyor,*
 - The date of preparation of the plat, north arrow, and scale (written and graphic presentation),*
 - Key or location map showing location of subdivisions within the mile section,*
 - An accurate legal description of the property,*
 - The location and dimensions of all boundary lines of the proposed subdivision to the nearest one-hundredth foot,*
 - The names of all adjacent subdivisions and the names, locations and widths of all existing and proposed streets, easements, drainage ways and other public ways, adjacent to the property,*
 - The locations and widths of easements of all oil, gas and petroleum products pipelines and of existing utilities on or adjacent to the property,*
 - The location and description of all existing structures, water bodies and watercourses,*
 - The areas subject to flooding based upon the regulatory flood plain boundary,*
 - The names, locations and widths of all proposed streets, confirm types of streets and compliance with section 16-8-8,*
 - The location and dimension of all proposed streets, drainage ways, pedestrian ways, bike paths, parks, playgrounds, public ways, or other public or private reservations,*
 - All proposed lots progressively numbered and building setback lines,*
 - Blocks progressively numbered,*
 - A topographic map of the subdivided area with contour lines having two-foot contour intervals based on United States Coastal and Geodetic Survey datum,*
 - Any other information as may be deemed by the Planning Commission as reasonably necessary for the full and proper consideration of the proposed subdivision,*
 - Conforms to Subdivision Regulations for design and layout,*
 - Connects with current and anticipated future abutting development(s), access to the west?*
 - Lot dimensions and shapes facilitate private use and infrastructure placement,*
 - Takes advantage of existing environmental features of the property,*
 - Underground Mines. The subdivider shall locate mines under a proposed subdivision and designate the location of the same on the subdivision plat. The location of the mines shall be based upon information and/or techniques which have been approved in advance by the City Engineer which are reasonably calculated to accurately locate mines and their depths.*
- (i) *The City Engineer may recommend that the City Council prohibit the erection of structures over the mine locations if the mines cannot be collapsed and the material compacted to City*

Engineer specifications or if, because of the shallow depth of the mine or its size, the mine would have the potential for cave-in. Appropriate building setbacks may be required upon the lots. The City Engineer may require other conditions to be met by the subdivider, based upon the location of the mines and any subsurface investigation reports, which would assist in preventing cave-ins under areas upon which structures may be erected.

(ii) The City Engineer may require that any streets or utility easements which may be dedicated to the City of Jenks or the public, either not be located over mines, or the mines collapsed and compacted to City Engineer Specifications, or additional bonding requirements imposed upon the subdivider to repair or reroute streets or utility easements in the event of cave-ins under the same.

(iii) All mine entrances shall be sealed and closed to the specifications of the City Engineer.

(b) Additional Engineering Review Items:

Are all lots serviced with public street access?

Are off-site access requirements and/or Limits of Access (LA/LNA) shown for driveways and streets onto an arterial street?

Is there conformity to INCOG's published Major Street and Highway Plan, including street names and connections to existing and/or future street? Provide ROW dimensions.

Are all lots serviced with water and are adequate easements dedicated for water?

Are all lots serviced with sanitary sewer and are adequate easements dedicated for sanitary sewer?

Is the detention area identified as a separate area within the plat? It may consist of one or more platted lots, a separate block, or it may be identified as a reserve area.

Does the plat provide an accessway at least 20 feet wide to the required detention area? Access may be provided by frontage on a dedicated public street to the detention area.

If the detention facility is approved by the City to serve areas outside the subdivision in which it is located, have the additional areas been specifically identified in the dedication?

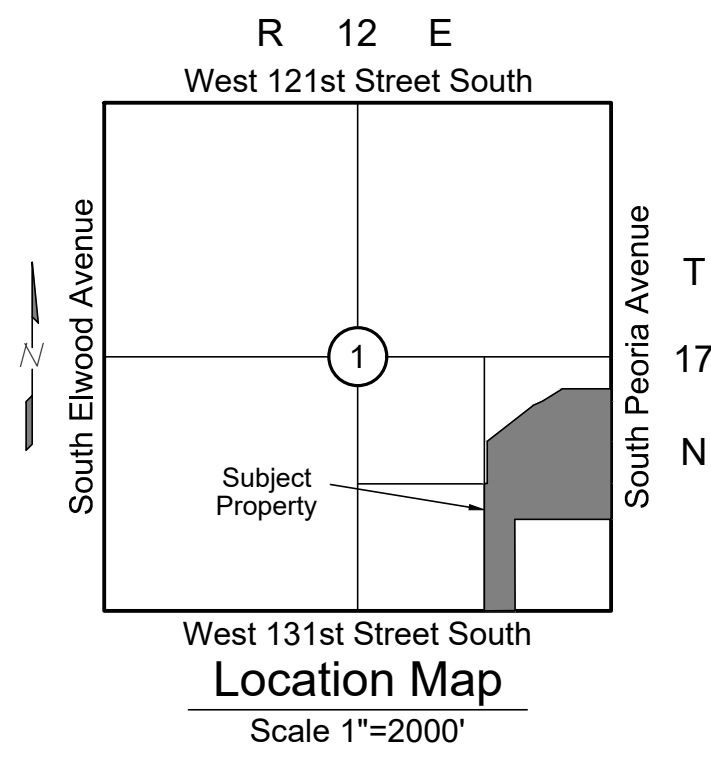
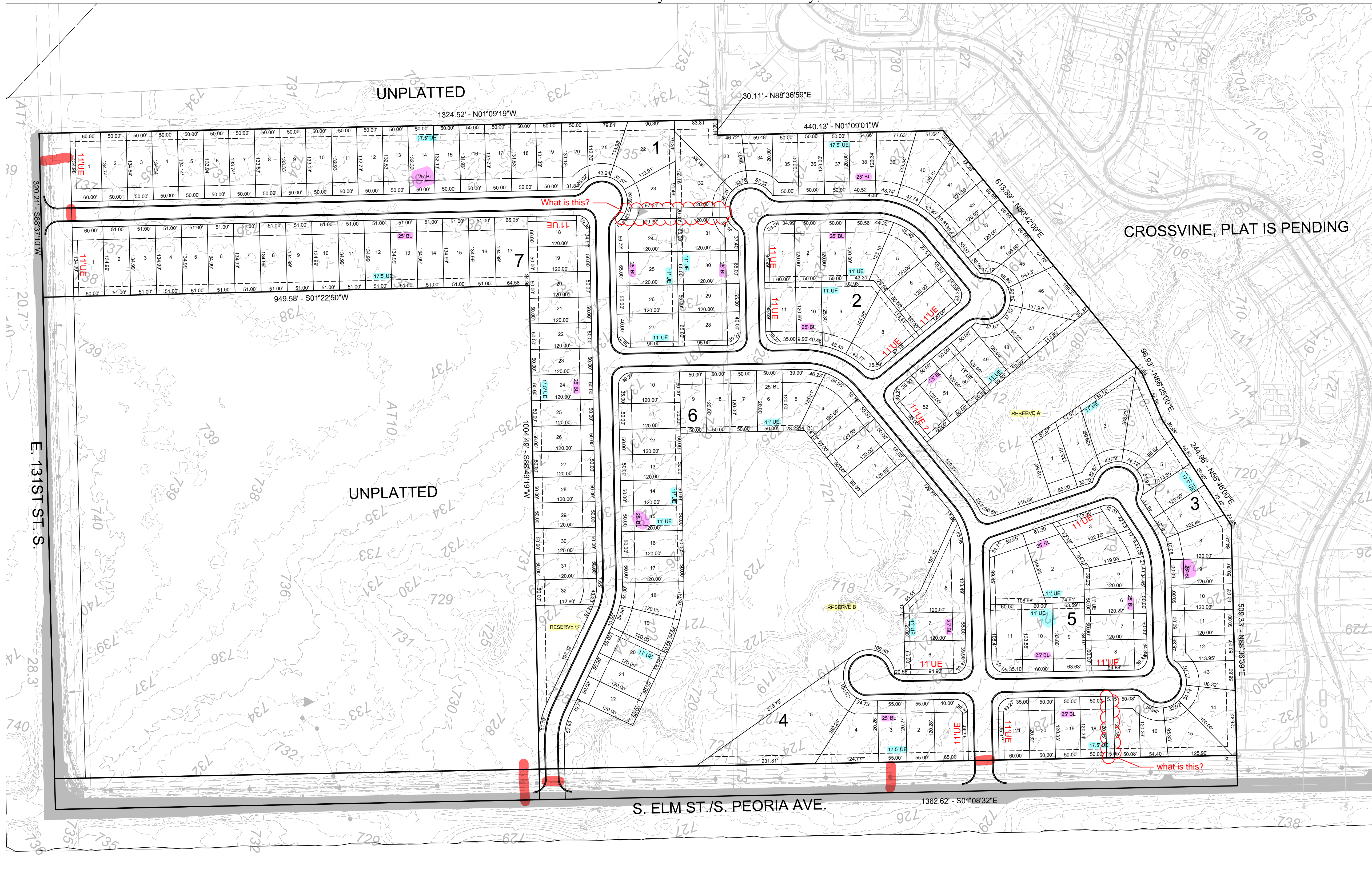
Does the ownership and maintenance responsibility for detention facility remain with the private sector if the facility is an integral usable part of the development? In all other cases, the detention facility will be dedicated to the public and the public will be responsible for the maintenance thereof. In the event the detention facility, as a result of drainageway improvements, becomes unnecessary, the facility by action of the City of Jenks shall revert to the person firm or corporation making such dedication or his heirs, successor or assignees.

(c) Recommendation by the Planning Commission. The Planning Commission shall evaluate the proposed Major Subdivision preliminary plat, and after consideration of the City Planner report, make a recommendation to the City Council to approve, approve with modifications, or deny the Major Subdivision preliminary plat based on the applicable review criteria. The Planning Commission shall transmit a report containing its recommendation to approve, approve with modifications, or deny the Major Subdivision preliminary plat to the City Council.

(d) Action by City Council. The City Council shall evaluate the proposed Major Subdivision preliminary plat, and after consideration of the Planning Commission's recommendation, the City Planner report, and the applicable review criteria, may approve, approve with modifications, or deny the Major Subdivision preliminary plat in accordance with applicable state law.

PRELIMINARY PLAT GLENWOOD RIDGE

PLANNED UNIT DEVELOPMENT NO. 146
A Subdivision in the SE/4 of Section 1, T-17-N, R-12-E, of the Indian Base & Meridian,
City of Jenks, Tulsa County, State of Oklahoma.



Subdivision has 157 Lots and 3 Reserves in 7 Blocks and contains 1,871,335 square feet or 42.96 acres, more or less.

OWNER
131 ELM, LLC
8086 S. YALE AVE. #285
Tulsa, OK 74136
(918) 698-7802
mmcquire@mmcquirebrothers.com

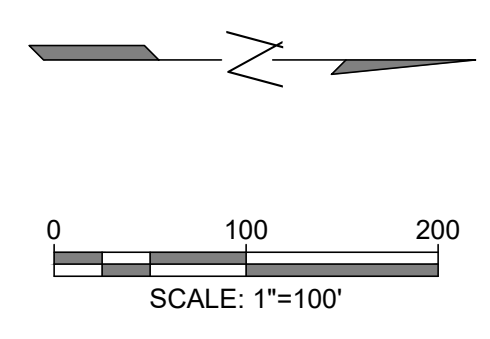
SURVEYOR
FRITZ LAND SURVEYING, LLC
524 E. MAIN ST.
JENKS, OK 74037
PHONE: (918) 528-5121
Oklahoma CA #5848
fritzlandsurveying@gmail.com

ENGINEER
MCGUIRE BROTHERS, LLC
8415 S. Regency Dr.
Tulsa, OK 74131
(918) 224-2764
Oklahoma CA 4697
Expires 6/30/26
mmcquire@mmcquirebrothers.com

BASIS OF BEARING
BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83). TOPOGRAPHIC INFORMATION SHOWN HEREON IS RELATIVE TO NAVD 1988 DATUM USING ADS CONTROL STATION #533. ELEVATION = 715.276' AS THE PRIMARY BENCHMARK.

ADDRESS DISCLAIMER NOTE:
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 LEGAL DESCRIPTION.

LEGEND
LNA = LIMITS OF NO ACCESS
UE = UTILITY EASEMENT
BL = BUILDING SETBACK LINE



PRELIMINARY PLAT
GLENWOOD RIDGE
PLANNED UNIT DEVELOPMENT NO. 146
Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

That 131 ELM, LLC, an Oklahoma Limited Liability Company, hereinafter referred to as the "Owner" and/or "Declarant," is the owner of the following real property situated in the City of JENKS, TULSA County, State of Oklahoma, to-wit:

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN (I. B. & M.), TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION ONE (1); THENCE S88°37'10"W ALONG THE SOUTH LINE OF SAID SECTION ONE (1) A DISTANCE OF 1000.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°37'10"W ALONG THE SOUTH LINE OF SAID SECTION ONE (1) A DISTANCE OF 320.21 FEET; THENCE N01°09'19"W A DISTANCE OF 1324.52 FEET; THENCE N88°36'59"E A DISTANCE OF 30.11 FEET; THENCE N01°09'19"W A DISTANCE OF 440.13 FEET; THENCE N50°42'00"E A DISTANCE OF 613.89 FEET; THENCE N66°25'00"E A DISTANCE OF 98.93 FEET; THENCE N56°46'00"E A DISTANCE OF 244.96 FEET; THENCE N88°36'39"E A DISTANCE OF 509.33 FEET TO A POINT ON THE EAST LINE OF SAID SECTION ONE (1); THENCE S01°08'32"E ALONG THE SAID EAST LINE OF SECTION ONE (1) A DISTANCE OF 1362.62 FEET; THENCE S88°49'19"W A DISTANCE OF 1004.49 FEET; THENCE S01°22'50"E A DISTANCE OF 949.58 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 42.96 ACRES MORE OR LESS.

And the Owner has caused the above-described land to be surveyed, staked, platted, granted, donated, conveyed, dedicated, access rights reserved and subdivided into 157 lots in 7 blocks along with the reserve areas, common areas and streets in conformity with the accompanying plat and survey ("the Plat") and has designated the Subdivision as "GLENWOOD RIDGE," a Subdivision within the City of JENKS, TULSA County, Oklahoma ("Subdivision"). The Owner hereby subjects the land described above to the provisions, Covenants and Restrictions set forth herein which shall run with the land and be binding on every Lot and every owner thereof for the period as hereafter defined.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

The Owner does hereby dedicate for public use the streets as depicted on the accompanying plat and does further dedicate for public use the utility easements shown and designated on the Plat as UE, including but not limited to those utility easements located within the streets, for the several purposes of constructing, maintaining, repairing, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone, paving and communication lines, cable television lines, 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 appurtenances thereto, with right of ingress and egress to such easements for the uses and purposes aforesaid; provided, however, the Owner hereby reserves the right to construct, maintain, operate, lay and relay water, storm sewer, and sanitary sewer lines, together with the right of ingress and egress over, across, and along all of the easement areas shown on the plat, for the purposes of furnishing water, storm sewer and/or sanitary sewer service to the area included within the Plat. The Owner hereby imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of JENKS, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the Plat, no building, structure or other above or below-ground construction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained; provided however, nothing herein shall be deemed to prohibit streets, drives, parking areas, curbing, landscaping, signs, and customary screening fences and walls.

All streets shall be graded, base material applied and surface paved in accordance with the engineering design standards of the City of JENKS, to include curbs and gutters, street name signs in place, visual screens established, utilities, and drainage structures constructed in accordance with the approved plans on file in the office of the city engineer by the Owner, at its expense, and in compliance with the engineering design standards of the City of JENKS.

SECTION II. DEVELOPMENT

The Owner desires to and does hereby establish the following Restrictions on all Lots within the Subdivision to run with the land for the purpose of providing for an orderly development of the Subdivision and all property therein for the mutual benefit of the Owner, its successors and assigns, all future Lot owners, and the City.

A. DEVELOPMENT STANDARDS

Permitted Use: Detached single-family residential dwelling units:

Minimum Lot Width:	50 feet
Minimum Lot Size:	5,000 square feet
Maximum Building Height:	2 stories (35 feet)
Minimum Livability Space:	1400 square feet
Minimum Yard Setbacks	
front yard	25 feet
rear yard	20 feet
side yard abutting a street	10 feet
side yard NOT abutting a street	5 feet

PUD standards are included in a separately filed document.

Standards pertaining to dwellings: Single family dwelling units shall have a minimum finished heated living area of 1400 square feet and 100% first floor masonry. Masonry percentages shall exclude windows, gables, and beneath covered porches. No steel, aluminum, or plastic siding shall be permitted on any building or residential lot. The exterior surface of any foundation, including stem walls, shall also be of masonry.

B. RESTRICTIVE COVENANTS

No Lot may be divided or split. The Subdivision (and each Lot situated therein) shall be constructed, developed, occupied, and used as follows.

(a) Residential Lots. All Lots within the Subdivision shall be used, known, and described as Residential Lots. Only one single family residential dwelling shall be permitted on each Lot. In addition, only customary and usual necessary structures may be constructed on each Lot as may be permitted by the City. No building or structure intended for or adopted for business purposes shall be erected, placed, permitted, or maintained on any Lot. This

Covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade, or profession within the Subdivision and/or within any Lot. The restrictions on use herein contained shall be cumulative of and in addition to such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City or any other governmental authority or political subdivision having jurisdiction over the Subdivision.

(b) Residential Purposes. By acquisition of any Lot within the Subdivision, each Owner (excluding bona fide home builders) covenants with and represents to the Declarant and to the Association that the Lot is being specifically acquired for the specific and singular purpose of constructing and using a single-family residential dwelling thereon, or as a residence for such owner and/or owner's immediate family members.

(c) Submission of Plans. In order to maintain a beautiful and pleasing setting in the Subdivision two (2) sets of building and site improvement plans and specifications must be submitted to the Architectural Control Committee ("Committee") for its approval prior to the commencement of construction. The Committee shall act to enforce the requirements of these Covenants in a reasonable manner. The Committee has the authority to maintain the architectural conformity of the Subdivision, and in consideration thereof shall determine that the proposed construction shall not detract from the development and shall enhance the purpose of the development to provide a beautiful and pleasing setting in the Subdivision. The Committee shall consider such matters as the proposed square footage, location, materials, exterior style, and landscaping, etc. The Committee may adopt rules or bylaws explaining the mechanics of its operation and providing for a twenty-one (21) day maximum time within which plans must be reviewed and approved or disapproved after submission, and if not approved or disapproved in that period, that the same shall be considered as automatically approved. The Board may also exercise the duties of the Committee in the event the Board deems it necessary and efficient to do so.

(d) Architectural Requirements.

(i) Each dwelling shall front a dedicated public street.

(ii) No building shall be located closer to the street than the minimum building or set-back lines shown on the recorded Plat.

(e) Additions to Existing Structures. All additions shall conform to the basic styling and materials of the dwelling on any Lot. All additions shall fall within the building set-backs on said Lot and shall not be placed over any drainage or utility easement. All improvements shall be constructed in accordance with applicable City codes, rules, and regulations. Any additions contemplated by the homeowner or lot owner must submit plans prior to construction to the Committee for approval. The Committee has complete and sole discretion to approve, modify, deny, or change any request for an addition to an existing structure.

(f) Surface Drainage. Each Lot shall receive and drain in an unobstructed manner the storm and surface waters from Lots and drainage areas of higher elevation and from public 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 the City.

(g) Garage and Detached Structures and Storage Buildings. All residences constructed in the Subdivision shall have a private garage to accommodate a minimum of one (1) automobile. No carports are allowed on the side, rear, or front yards of any Lots. Each garage shall be fully enclosed and contain a full-length overhead style door. All garage doors are to be kept closed when not entering or exiting the garage. Any detached structure to be built on a Lot, such as a covered entertainment area, guest house, pool house, storage building, or other structure, shall conform to the basic styling and materials of the residential dwelling. Any detached structure contemplated for construction by any homeowner or lot owner must, prior to construction, submit acceptable plans to the Committee for approval. The Committee has complete and sole discretion to approve, modify, deny, or change any request for an addition to any existing structure.

(h) Temporary Structures. No trailer, mobile home, tent, construction shack, or other outbuilding shall be erected on any Lot in the Subdivision except for temporary use by construction contractors for a reasonable period of time.

(i) Fences. No fence shall be constructed on any said Lot in the area between the front building line of any dwelling and the front lot line of any said Lot. No fence on a corner lot shall be constructed beyond the side set-back line toward the street except for the community entry. Further, the placement/location of any perimeter fencing around the Subdivision as initially installed by the Declarant and/or original developer may not be adjusted, relocated, or moved without the prior consent of the Committee and/or the Board. Any privacy fence shall be constructed so that the framing shall be toward the inside of the owner's lot. All fences must be installed by a professional installer and shall be six-foot (6') wood privacy fencing with vertical boards (not horizontal) and no chain-link fences, wire, hog wire, or other similar materials shall be permitted. Prior to installation, the fence design and name of the installer must be approved by the Committee.

(j) Mailboxes. All mailboxes shall be approved by the United States Postal Service. The type of construction shall be consistent with the design established by the Developer. Community mailbox is an approved alternative subject to approval of the United States Postal Service.

(k) Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign advertising the Property for sale, resale or rent, or signs used by builder or agent to advertise the Property during the construction and sale of a dwelling thereon. In no event shall any such sign stand more than seven (7) feet above ground level, nor be more than five (5) square feet in size, nor be lighted at night. These signage restrictions and requirements shall not apply to Declarant.

(l) Parked Vehicles. All vehicles parked in the front of the front building line must be parked on the driveway. No inoperative vehicles of any nature shall be permitted to remain on any Lot or Lots for a period in excess of one (1) day. It is the intention of the Declarant that, except on special occasions such as holidays or events at an Owner's residence, that all parking shall be in driveways and not on a street or on any yard. Accordingly, no vehicle shall be parked on the street for more than two (2) consecutive days and shall not be parked overnight on a street. Any violation of this section may result in a towing of the vehicle at the owner's expense per municipal regulations. No vehicle maintenance shall be performed on the streets or in the front yards or on parking pads of any Lot.

(m) Appearance of Lot. All Owners shall be required to keep their Lot in a clean and sanitary condition whether or not they have constructed a residence on the Lot. All open areas on Lots shall be kept mowed to a height of not more than six (6) inches. No playgrounds, swing sets, trampolines, swimming pools, picnic tables, or other similar equipment is allowed in the front yards of any Lot. The Board and Committee may promulgate rules and regulations regarding the maintenance of Lots and adequate enforcement mechanisms in the event a Lot is not properly maintained. Upon the failure of the Owner to maintain or landscape the grounds of any Lot in accordance with the provisions above, the Association may, upon 15 day's written notice to the Owner, cause the grass, weeds and vegetation to be cut. The cost of any maintenance required under this section and any enforcement costs shall be assessed to the Owner, and shall constitute a lien upon the Lot, and may be collected in accordance with Section 3.

(n) Recreational Vehicles and Accessories. No boats, trailers, recreational vehicles, and vehicles used for recreational purposes are allowed in the subdivision unless they fit entirely into a private garage.

(o) Storage and Construction Materials. Construction materials may only be stored on a Lot for thirty (30) days prior to the commencement of construction. Thereafter, construction is to be completed within a reasonable period of time. The Declarant shall be allowed to store materials on a Lot in an orderly fashion as long as may be reasonably necessary.

(p) Garbage/Dumping. Dumping is prohibited in the Subdivision. All trash, garbage or other waste shall be kept in sanitary containers that shall be located at the rear of each residential unit or enclosed garages and must be out of sight from the street. All Lots shall be maintained in a neat and orderly condition at all times.

(q) Model Home and Construction Facilities. Model homes for the purposes of home sales are permitted by the Declarant. The garage of model homes may be used as sales offices. One trailer or temporary building may be located on a residential lot by the Declarant and used as a construction office until the Subdivision reaches one hundred percent (100%) occupancy.

SECTION III. HOME OWNERS ASSOCIATION

A. Formation of Home Owners Association; Additional Lands

The Owner has formed or shall cause to be formed a Home Owners Association ("HOA") to govern the Subdivision to be known as GLENWOOD RIDGE Property Owners Association, Inc. The HOA shall be established in accordance with the statutes of the State of Oklahoma and Bylaws prepared by Owner or its assignee, for the general purposes of maintaining the common areas, including without limitation all reserve areas, and enhancing the value, desirability and attractiveness of the Subdivision and any additions thereto. Owner shall be entitled to appoint the board of directors for the HOA as provided in the Bylaws. It is contemplated that additional lands/phases adjoining the Subdivision, and subsequently platted for single family residential purposes, may be annexed by the Owner (or its assignee or an affiliated corporate owner) to the Subdivision and geographic jurisdiction and Bylaws of the HOA, which may be accomplished by the Owner (or its assignee or an affiliated corporate owner) by filing a supplemental declaration hereto, or by noting such annexation on a separate deed of dedication for the additional lands/phases to be annexed hereto, or other instrument adding such additional lands/phases to the Subdivision and the jurisdiction of the HOA, in which case any such lands/phases and the subsequent owners thereof shall be under the jurisdiction of the HOA and all rules pertaining thereto.

B. Membership

Every person or entity who accepts a deed for a Lot in the Subdivision and is a record owner of the fee interest of a Lot in the Subdivision shall be a member of the HOA and subject to its Bylaws and rules. Membership shall be appurtenant to and shall not be separated from ownership of a Lot.

C. Assessments

Each owner of a Lot, except Owner/Declarant, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the HOA certain assessments to be established by the board of directors in accordance with these Covenants and as amended and the Bylaws of the HOA, to be executed by the Owner for the maintenance and improvement of the common areas owned or maintained by the HOA and for other purposes which benefit the Subdivision and the owners of Lots therein, and any such assessments shall be a lien on the Lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.

D. Maintenance of Common Areas

The HOA shall be responsible for the maintenance of all common areas as depicted on the Plat or as described in these Covenants and as amended, which may include but not be limited to entryways, detention/retention ponds, common/reserve area sidewalks, perimeter fencing, and other common areas and reserve areas as depicted on the Plat or these Covenants and as amended.

E. Limitation on Liability

The HOA shall be entitled to all protections afforded under Oklahoma's General Corporation Act and any other laws providing protection to owner's associations. Neither any Member nor Owner, nor the Directors and Officers of the HOA shall be personally liable for debts contracted for or otherwise incurred by the HOA or for any torts committed by or on behalf of the HOA or otherwise. Neither the Owner, the HOA, its Directors, Officers, Agents, or Employees shall be liable for any incidental or consequential damages, for failure to inspect any premises, improvements or portion thereof, or for failure to repair or maintain the same.

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

A. Enforcement

The Covenants and Restrictions set forth herein shall inure to the benefit of and shall be enforceable by the City, the HOA, the Owner and any owner of a Lot, and in any judicial action brought to enforce the Covenants established herein, a party may seek all appropriate remedies at law, including injunctive relief, to enforce the Covenants set forth herein. Failure to do so shall not be deemed a waiver of any terms hereof or of the right to seek action against future noncompliance. Reasonable regulations concerning the Property and common areas may be made and amended from time to time by the Owner and/or Association. No noxious or offensive activity shall be carried on in, upon, or around any residence or Lot or in or upon any common area, nor shall anything be done thereon which may be or become an annoyance or a nuisance to other owners or in any way interfere with the quiet enjoyment of such owners.

B. Duration

These Covenants shall run with the land and shall be binding upon the Owner and all subsequent owners and persons claiming under them within the Subdivision until January 1, 2040, after which time said Covenants shall be deemed automatically extended for successive periods of ten (10) years unless otherwise amended or terminated as provided herein.

C. Amendment or Termination

The Covenants contained within Section I may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner and approved by the City.

Except for Section I as stated above, Owner or its assignee may supplement or amend any of these Covenants stated herein at any time in whole or in part by executing and recording an instrument with the

County Clerk. Alternatively, these Covenants may be amended at any time by a written instrument signed and acknowledged by the owners of sixty (60%) of the Lots (subject to Owner consent). The provisions of any instrument supplementing or amending these Covenants shall be effective from and after the date it is recorded in the records of the County Clerk.

D. Severability

Invalidation of any Covenant or Restriction set forth herein, or any part thereof, by any court or otherwise shall not invalidate or affect any of the other Covenants or Restrictions herein.

IN WITNESS WHEREOF, 131 ELM, LLC, an Oklahoma limited liability company, has executed this instrument on this _____ day of _____, 2025.

131 ELM, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

By _____

Title _____ Manager _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

) ss

COUNTY OF TULSA)

On this ___ day of _____, 2025, before me, a Notary Public within and for the aforesaid county and state, duly commissioned and acting, appeared

_____, to me personally well known as, or proven to be, the person whose name appears upon the within and foregoing document and stated that he/she was the _____ Manager of 131 ELM, LLC an Oklahoma limited liability company, and was duly authorized to execute the foregoing conveyance for and on its behalf, and he/she respectively acknowledged to me that he/she had executed the same for the consideration and purposes therein mentioned and set forth, and I do so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of office as such Notary Public at the County and State aforesaid on this ___ day of _____, 2025.

Notary Public

My Commission Expires _____

CERTIFICATE OF SURVEY

I, ANDY FRITZ, a registered land surveyor in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided and platted the tract of land described above, and that said plat designated herein as the final plat of "GLENWOOD RIDGE", a subdivision in the City of JENKS, TULSA County, State of Oklahoma, is a true and correct representation of said survey.

Witness my hand and seal this _____ day of _____, 2025.

ANDY FRITZ
Registered Professional Land Surveyor
Oklahoma no. 1694

STATE OF OKLAHOMA)

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said county and state, on this _____ day of _____, 2025, personally appeared ANDY FRITZ to me known to be the identical person who executed the within and foregoing instrument.

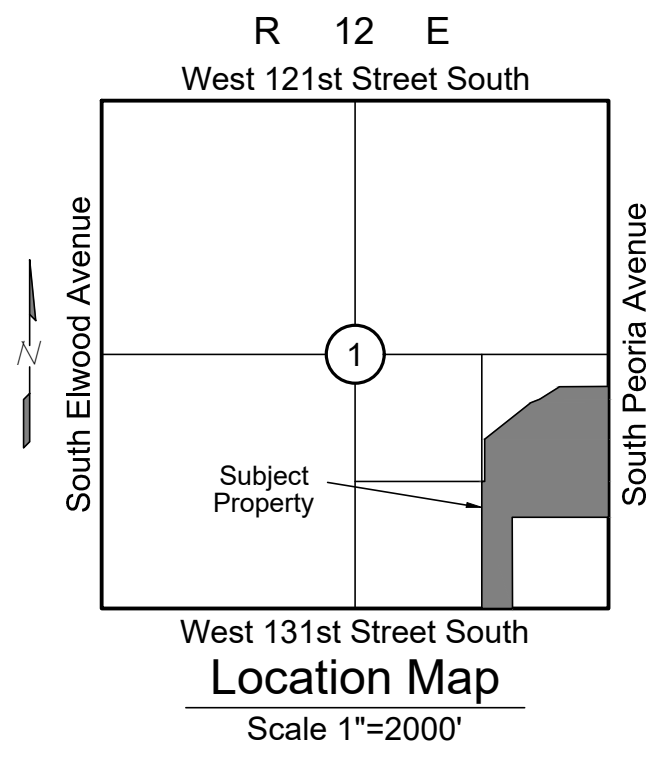
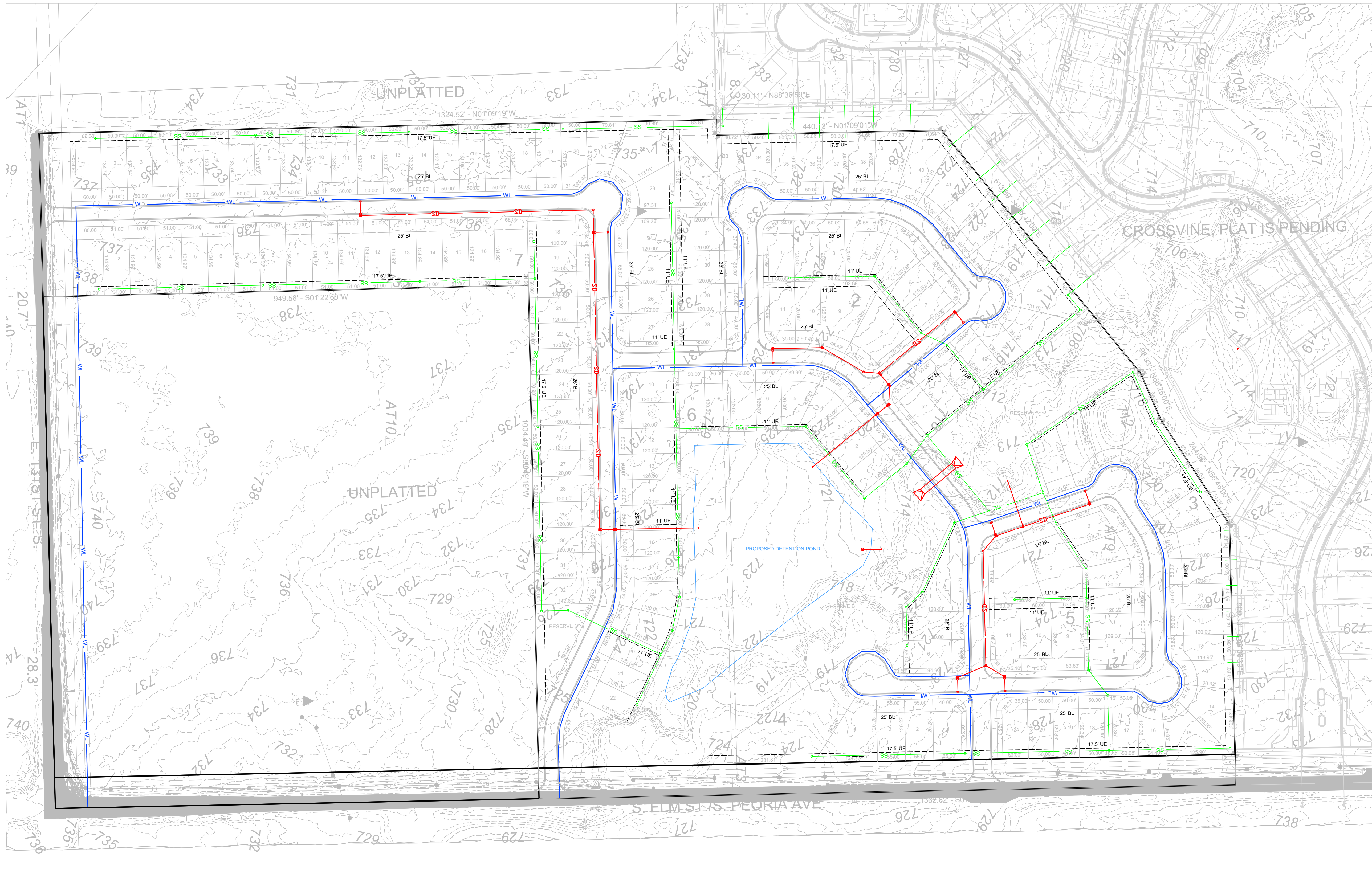
Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires _____

GLENWOOD RIDGE

CONCEPTUAL UTILITY PLAN



LEGEND

— SS	= PROPOSED SANITARY SEWER
— WL	= PROPOSED WATERLINE
— SD	= PROPOSED STORM SEWER

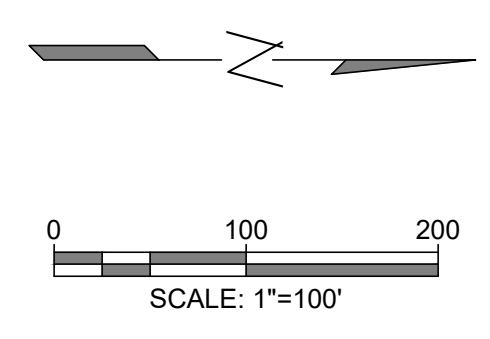
ALL STREETS ARE RESIDENTIAL MINOR STREETS AND SHALL BE BUILT TO CITY OF JENKS STANDARD STRT-01

CERTIFICATE OF AUTHORIZATION NO. 4697, EXP. 6-30-26

Glenwood Ridge		
CONCEPTUAL UTILITY PLAN		
CITY OF JENKS, OK		
PLANS AND ESTIMATES PREPARED BY: McGUIRE BROTHERS, LLC 8415 South Regency Drive, Tulsa, OK 74131		
PLAN SCALE: 1" = 100'	CONCEPTUAL UTILITY PLAN	APPROVED:
PROFILE SCALE: HORIZONTAL: N/A VERTICAL: N/A	RECOMMENDED: DEVELOPMENT SERVICES RECOMMENDED: ENGINEERING SERVICES	DIRECTOR OF PUBLIC WORKS:
FILE:	DRAWING:	DATE: 3/1/2025
ATLAS PAGE NO.:	SHEET 1 OF 1 SHEETS	

ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF JENKS PUBLIC WORKS DEPT. SPECIFICATIONS, INCLUDING ODOT 2019 EDITION.

REVISION	BY	DATE



Glenwood Ridge

alignment map

Legend



Google Earth

Image © 2025 Airbus

3000 ft

To Planning Commission
Hearing Date May 08, 2025
Case Number Plat 25-14 Bridgepoint
Request Approval of Preliminary Plat
Location 131st and Harvard
Applicant Cliff Bennett, Wallace Engineering

Staff Report

Preparer | Marcaé Hilton

Attachments

Preliminary Plat

Preparer

Wallace Engineering

Background Information

STAFF COMMENTARY | This is a request to approve a preliminary plat, the property is located in the northeast corner of 131st and Harvard, for redevelopment of commercial uses.

PLANNING DATA

REQUEST Preliminary Plat Approval
ZONING (CS) Commercial Shopping
EXISTING USE Medical Marijuana Grow (nonconforming)
NEW USE-Multi-tenant no new Medical Marijuana uses
PARCEL ID 97304730427010
LEGAL W990.6 S440.08 SW SW LESS S35 THEREOF SEC 4 17 13 9.204ACS
OWNER Oak Properties LLC
PROP_ADD 2217 E 131 ST S
TR_SEC 7304
ACRES 9.21
ORDINANCE NO. 1157 (JZ 453)
PLAT Preliminary Plat for review
5 Lots, 1 Block
Lot 1 1.88 acres
Lot 2 1.90 acres
Lot 3 1.62 acres
Lot 4 0.71 acres
Lot 5 2.31 acres
ROW Dedicated by Plat
Harvard and 131st are Secondary Arterial | 100 ft Minimum

TAC COMMENTS: April 4, 2025

Robert Carr, COJ: Water and sewer designs have changed. Will need U/E for these added to the plat.

Angela Hughes, Cox Communications, Land Use Agent, sent release letter.

Timothy Mikles, OneOK, ONEOK Gas Transportation, L.L.C. (045)

Pipeline Name: PSO Riverside 16" Pipeline

Pipeline Number: A-1517

No Impact: Pipeline is west of the property (SE 5-17N-13E, Tulsa Co., OK)

Aaron Smith, Trans Right of Way Agent, AEP

Good Afternoon, I do not see any PSO transmission lines in the two areas. If you have any questions or if you need anything, please let me know. Thank you



Figure 1: Major Street and Highway Plan | Secondary Arterial

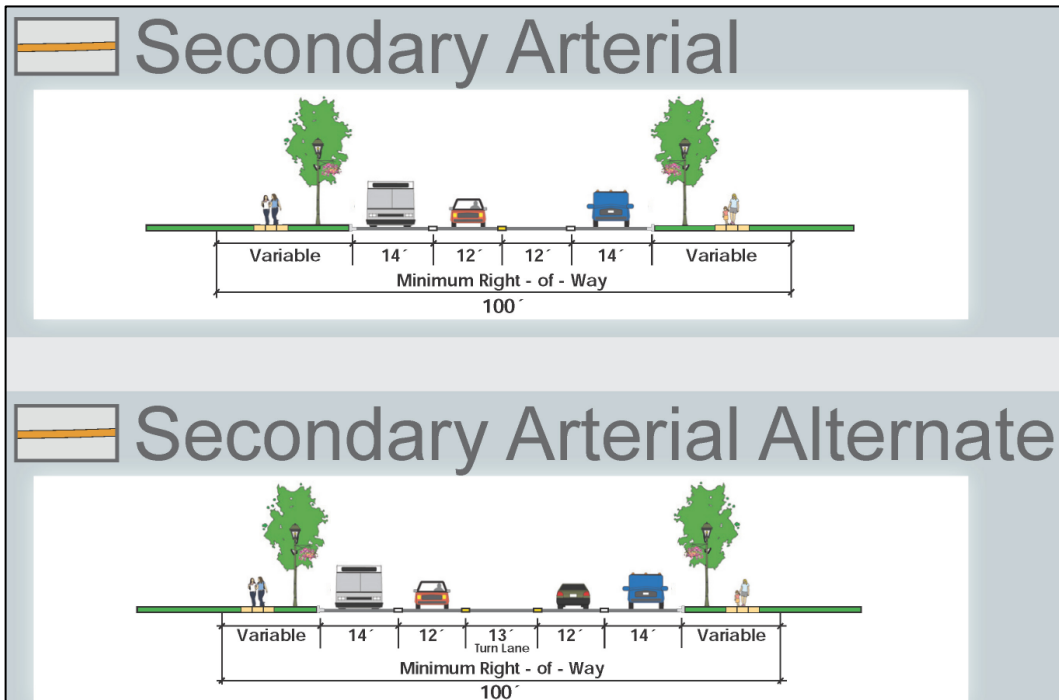


Figure 2: INCOG Street Standard

- (5) *Preliminary Plat. The purpose of the preliminary plat application is to provide the City with an overall plan for the proposed development.*
- (a) *Preliminary Plat Review Requirements. The preliminary plat shall show or be accompanied by the following:*
- The name and address of the owner or owners of the land to be subdivided, the name and address of the subdivider if other than the owner and the name and address of the land surveyor,*
 - The date of preparation of the plat, north arrow, and scale (written and graphic presentation),*
 - Key or location map showing location of subdivisions within the mile section,*
 - An accurate legal description of the property,*
 - The location and dimensions of all boundary lines of the proposed subdivision to the nearest one-hundredth foot,*
 - The names of all adjacent subdivisions and the names, locations and widths of all existing and proposed streets, easements, drainage ways and other public ways, adjacent to the property,*
 - The locations and widths of easements of all oil, gas and petroleum products pipelines and of existing utilities on or adjacent to the property,*
 - The location and description of all existing structures, water bodies and watercourses,*
 - The areas subject to flooding based upon the regulatory flood plain boundary,*
 - The names, locations and widths of all proposed streets, confirm types of streets and compliance with section 16-8-8,*
 - The location and dimension of all proposed streets, drainage ways, pedestrian ways, bike paths, parks, playgrounds, public ways, or other public or private reservations,*
 - All proposed lots progressively numbered and building setback lines,*
 - Blocks progressively numbered,*
 - A topographic map of the subdivided area with contour lines having two-foot contour intervals based on United States Coastal and Geodetic Survey datum,*
 - Any other information as may be deemed by the Planning Commission as reasonably necessary for the full and proper consideration of the proposed subdivision,*
 - Conforms to Subdivision Regulations for design and layout,*
 - Connects with current and anticipated future abutting development(s),*
 - Lot dimensions and shapes facilitate private use and infrastructure placement,*
 - Takes advantage of existing environmental features of the property,*
 - Underground Mines. The subdivider shall locate mines under a proposed subdivision and designate the location of the same on the subdivision plat. The location of the mines shall be based upon information and/or techniques which have been approved in advance by the City Engineer which are reasonably calculated to accurately locate mines and their depths.*
- (i) *The City Engineer may recommend that the City Council prohibit the erection of structures over the mine locations if the mines cannot be collapsed and the material compacted to City Engineer specifications or if, because of the shallow depth of the mine or its size, the mine*

would have the potential for cave-in. Appropriate building setbacks may be required upon the lots. The City Engineer may require other conditions to be met by the subdivider, based upon the location of the mines and any subsurface investigation reports, which would assist in preventing cave-ins under areas upon which structures may be erected.

(ii) The City Engineer may require that any streets or utility easements which may be dedicated to the City of Jenks or the public, either not be located over mines, or the mines collapsed and compacted to City Engineer Specifications, or additional bonding requirements imposed upon the subdivider to repair or reroute streets or utility easements in the event of cave-ins under the same.

(iii) All mine entrances shall be sealed and closed to the specifications of the City Engineer.

(b) Additional Engineering Review Items:

Are all lots serviced with public street access?

Are off-site access requirements and/or Limits of Access (LA/LNA) shown for driveways and streets onto an arterial street?

Is there conformity to INCOG's published Major Street and Highway Plan, including street names and connections to existing and/or future street?

Are all lots serviced with water and are adequate easements dedicated for water?

Are all lots serviced with sanitary sewer and are adequate easements dedicated for sanitary sewer?

Is the detention area identified as a separate area within the plat? It may consist of one or more platted lots, a separate block, or it may be identified as a reserve area.

Does the plat provide an accessway at least 20 feet wide to the required detention area? Access may be provided by frontage on a dedicated public street to the detention area.

If the detention facility is approved by the City to serve areas outside the subdivision in which it is located, have the additional areas been specifically identified in the dedication?

Does the ownership and maintenance responsibility for detention facility remain with the private sector if the facility is an integral usable part of the development? In all other cases, the detention facility will be dedicated to the public and the public will be responsible for the maintenance thereof. In the event the detention facility, as a result of drainageway improvements, becomes unnecessary, the facility by action of the City of Jenks shall revert to the person firm or corporation making such dedication or his heirs, successor or assignees.

(c) Recommendation by the Planning Commission. The Planning Commission shall evaluate the proposed Major Subdivision preliminary plat, and after consideration of the City Planner report, make a recommendation to the City Council to approve, approve with modifications, or deny the Major Subdivision preliminary plat based on the applicable review criteria. The Planning Commission shall transmit a report containing its recommendation to approve, approve with modifications, or deny the Major Subdivision preliminary plat to the City Council.

(d) Action by City Council. The City Council shall evaluate the proposed Major Subdivision preliminary plat, and after consideration of the Planning Commission's recommendation, the City Planner report, and the applicable review criteria, may approve, approve with modifications, or deny the Major Subdivision preliminary plat in accordance with applicable state law.

Staff Evaluation & Recommendation

Evaluation | Staff recommends approval of the **PRELIMINARY PLAT**. The City of Jenks does not enforce private covenants, including but not limited to Deed of Dedication's, HOA regulations, or other. Platted easements cannot be encroached. The site plan should meet or exceeds the setback requirements and other CS District Bulk and Dimensional Standards.

Table 16-3-1(B): Nonresidential District Bulk and Dimensional Standards						
Standard	CS	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5
Lot Standards (Minimum)						
Lot Area (acres)	n/a	1.88	1.90	1.62	0.71	2.31
Lot Width (ft)	n/a	227.44	335.99	246.59	140.05	527.43
Yard Setbacks (Minimum, unless otherwise stated)						
Front, maximum (ft)	0 n/a					
Exterior Side(ft) (3), maximum (ft)	0 n/a					
Interior Side (ft) (3)	10 (1)					
Rear (ft) (3)	10 (1)					
Building Standards (Maximum)						
Height (ft)	60					
Impervious Surface Coverage	70%					
Notes						
(1) Add one additional foot of setback for each one foot of building height exceeding 18 feet, if the abutting property is within an RE, RS, or RD District.						

Recommendation | Staff recommend conditional approval of the Preliminary Plat for Bridgepoint with the following conditions:

PLACE HOLDER
LEAVE OPEN

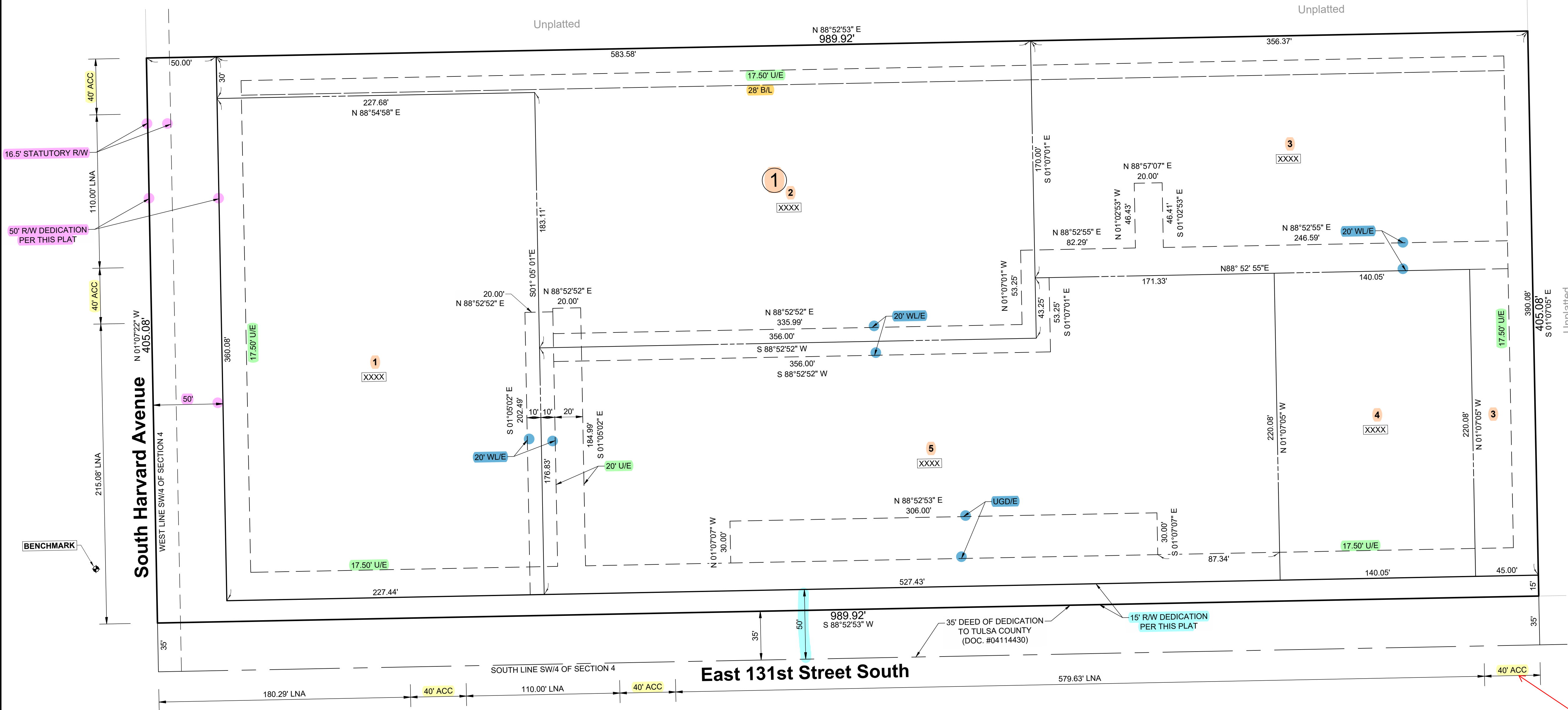
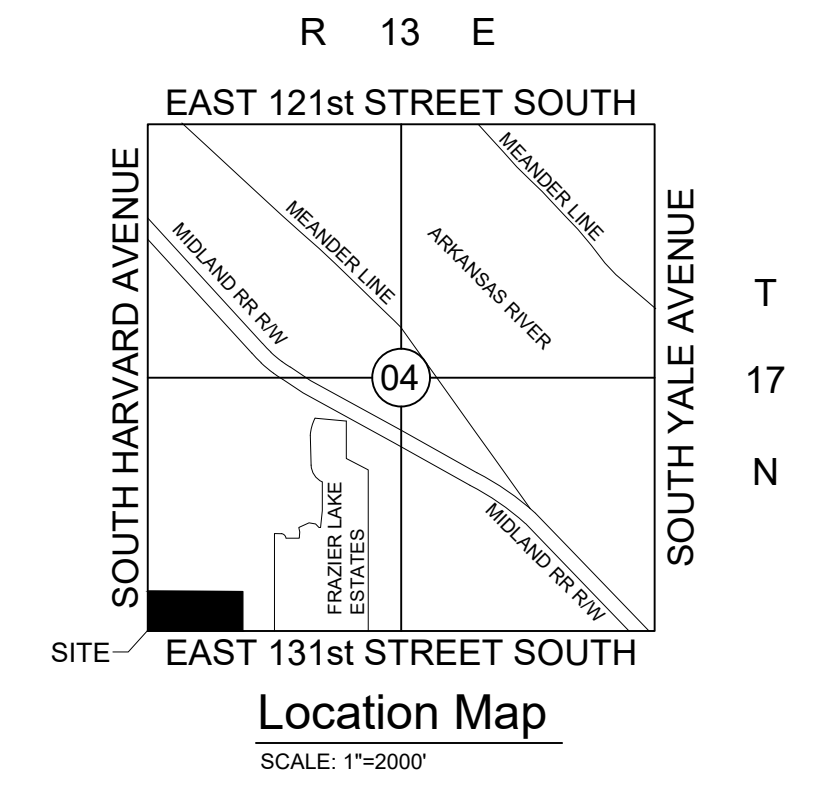
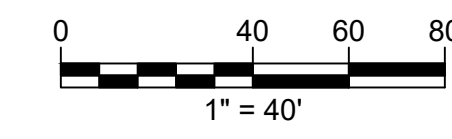
PRELIMINARY PLAT BRIDGEPOINT

PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17)
NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

OWNER:
Oak Properties LLC
48 East 16th Street
Tulsa, Oklahoma, 74119
Phone: (918) 299-3040
CONTACT: DUANE PHILLIPS

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
GRANT PHILLIPS P.E.
grant.phillips@wallace.design

SURVEYOR:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
R. WESLEY BENNETT, PLS 1562
wes.bennett@wallace.design



LEGEND

- B/L = BUILDING SETBACK
- ACC = ACCESS
- LNA = LIMITS OF NO ACCESS
- R/W = RIGHT-OF-WAY
- U/E = UTILITY EASEMENT
- UGD/E = UNDERGROUND DETENTION EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- XXXX = ADDRESS
- ① = BLOCK NUMBER
- 2 = LOT NUMBER
- = IRON PIN SET
- = IRON PIN FOUND

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS FIVE (5) LOTS IN ONE (1) BLOCK.
SUBDIVISION CONTAINS 401,003 SF (9.21 ACRES)
R/W DEDICATED BY PLAT CONTAINS 34,353 SF (0.79 ACRES)

PROPERTY ZONED CS

MONUMENTATION
MONUMENTATION FOUND AS NOTED
1/2" IRON PINS TO BE SET AT MAIN BOUNDARY CORNERS.

BENCHMARK
3/8" IRON PIN
NORTHING=361015.892
EASTING=2577902.605
ELEV=704.56

BASIS OF BEARINGS
HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE
COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.
VERTICAL DATUM IS BASED ON GPS DATA (NAVD88)

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

FLOODPLAIN NOTE
FEMA FIRM MAP TULSA COUNTY, OKLAHOMA AND INCORPORATED
AREAS. MAP NUMBER 40143C0427L WITH A MAP REVISION DATE OF
OCTOBER 16, 2012. SHOWS NO FLOOD PLAIN ON SUBJECT
PROPERTY.

SURVEYOR'S LAST SITE VISIT:
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

\\civ-server\projects\23-0584 BridgePoint\Draw\PRODUCTION\Plan\23-0584 Preliminary Plat.dwg PLOT:11/28/23 ORIG SIZE:24"x38'

**FINAL PLAT
CERTIFICATE OF APPROVAL**

I hereby certify that this plat was approved by the
Jenks City Council on:

MAYOR - VICE MAYOR

This approval is void if the above signature is not
endorsed by the City Manager.

CITY MANAGER

Lot Area Table (Block 1)

Lot #	Area	(ACRE)
1	81,924.03	1.88
2	82,747.95	1.90
3	70,486.96	1.62
4	30,822.22	0.71
5	100,669.46	2.31

PLACE HOLDER
LEAVE OPEN

PLACE HOLDER
LEAVE OPEN

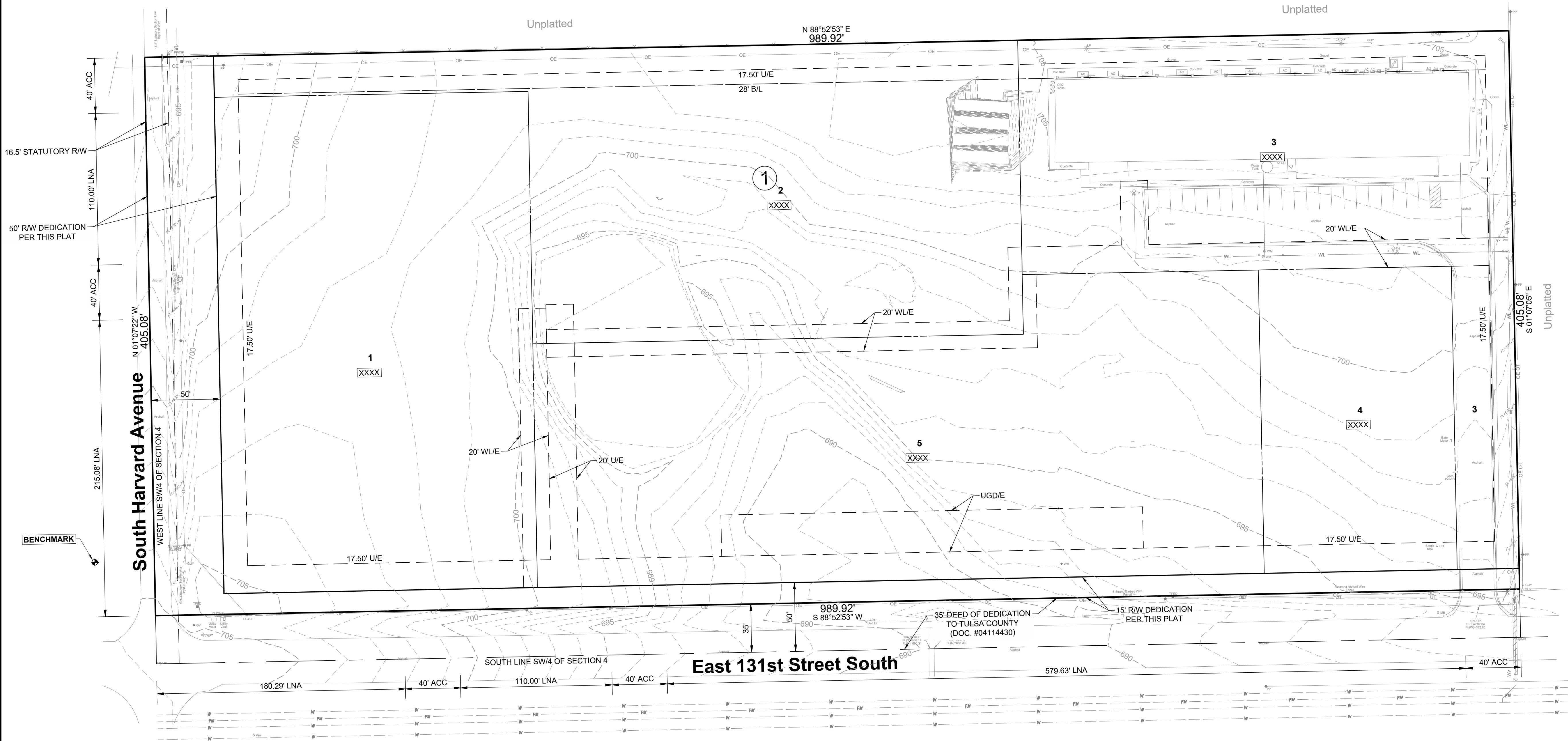
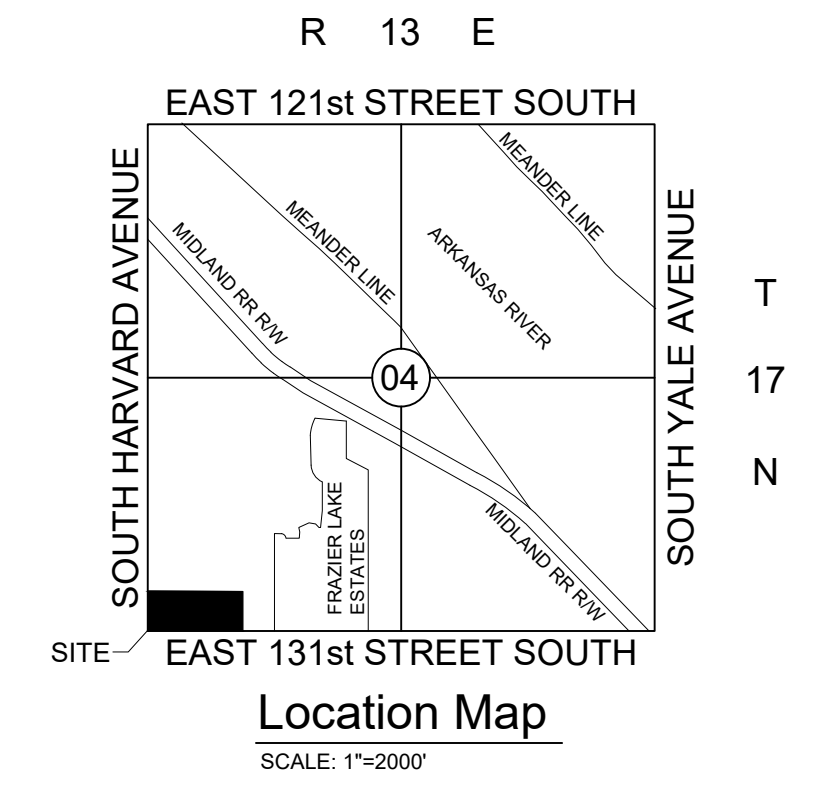
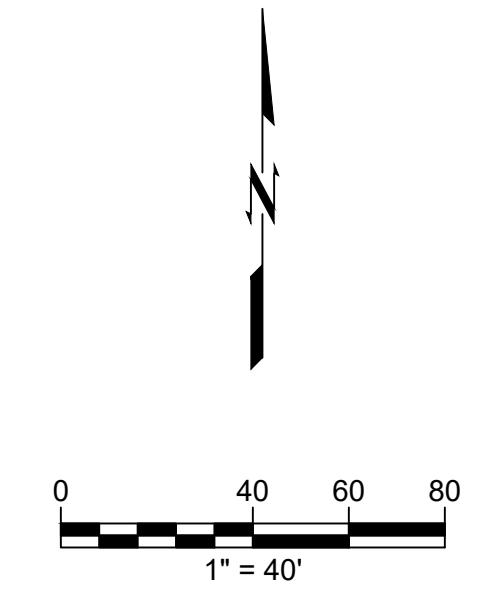
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grant.phillips@wallace.design

SURVEYOR:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
R. WESLEY BENNETT, PLS 1562
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LEGEND

- B/L = BUILDING SETBACK
- ACC = ACCESS
- LNA = LIMITS OF NO ACCESS
- R/W = RIGHT-OF-WAY
- U/E = UTILITY EASEMENT
- UGD/E = UNDERGROUND DETENTION EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT

XXXX ADDRESS

1 BLOCK NUMBER

2 LOT NUMBER

● IRON PIN SET

○ IRON PIN FOUND

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS FIVE (5) LOTS IN ONE (1) BLOCK.
SUBDIVISION CONTAINS 401,003 SF (9.21 ACRES)
R/W DEDICATED BY PLAT CONTAINS 34,353 SF (0.79 ACRES)

PROPERTY ZONED CS

MONUMENTATION
MONUMENTATION FOUND AS NOTED
1/2" IRON PINS TO BE SET AT MAIN BOUNDARY CORNERS.

BENCHMARK
3/8" IRON PIN
NORTHING=361015.892
EASTING=2577902.605
ELEV=704.56

BASIS OF BEARINGS
HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE
COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.
VERTICAL DATUM IS BASED ON GPS DATA (NAVD88)

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

FLOODPLAIN NOTE
FEMA FIRM MAP TULSA COUNTY, OKLAHOMA AND INCORPORATED
AREAS. MAP NUMBER 40143C0427L WITH A MAP REVISION DATE OF
OCTOBER 16, 2012. SHOWS NO FLOOD PLAIN ON SUBJECT
PROPERTY.

SURVEYOR'S LAST SITE VISIT:
XXXXXXXXXXXXXXXXXXXX

\\civil-server\projects\23-0584 BridgePoint\Draw\PRODUCTION\Plan\23-0584 Preliminary Plat.dwg PLOT:11/28/23 ORIG SIZE:24"X38"

**FINAL PLAT
CERTIFICATE OF APPROVAL**

I hereby certify that this plat was approved by the
Jenks City Council on:

MAYOR - VICE MAYOR

This approval is void if the above signature is not
endorsed by the City Manager.

CITY MANAGER

Lot Area Table (Block 1)

Lot #	Area	(ACRE)
1	81,924.03	1.88
2	82,747.95	1.90
3	70,486.96	1.62
4	30,822.22	0.71
5	100,669.46	2.31

PLACE HOLDER
LEAVE OPEN

PRELIMINARY PLAT
BRIDGEPOINT
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

OKA PROPERTIES, LLC, AN OKLAHOMA CORPORATION (HEREINAFTER REFERRED TO AS THE "OWNER"), IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF JENKS, JENKS COUNTY, STATE OF OKLAHOMA, TO-WIT:

THE SOUTH 440.08 FEET OF THE WEST 989.82 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW4 SW4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN EAST OF THE INDIAN BASE AND MERIDIAN, JENKS COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF. LESS THE SOUTH 35 FEET THEREOF. SAID TRACT BEING DESCRIBED AS FOLLOWS:

(INSERT LEGAL)

THE OWNER HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO FIVE (5) LOTS, AND ONE (1) BLOCK (HEREIN AFTER THE "PLAT") IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY, AND HAS DESIGNATED THE SUBDIVISION AS "BRIDGEPOINT" A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "BRIDGEPOINT").

SECTION I. EASEMENTS AND UTILITIES

A. UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER OR ANY SUBSEQUENT OWNER OF A LOT OF RECORD WITHIN "BRIDGEPOINT", HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/ OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND ITS SUCCESSORS AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENTS AND THE IN THE PERIMETER RIGHTS-OF-WAY OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE 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 THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL 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 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 SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF A LOT OF SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR 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 OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, COMMUNICATION, 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 OWNER OF A LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED IN THE SUBDIVISION.
- WITHIN THE UTILITY EASEMENTS 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 JENKS, OKLAHOMA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, 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 THE LOT OWNER'S AGENTS AND/OR CONTRACTORS.
- THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT 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 THE UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, REPAIRING OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE SUBDIVISION 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 LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.

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

E. SURFACE DRAINAGE

EACH LOT OWNER SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCINGS OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY AFFECTED LOT OWNER AND BY THE CITY OF JENKS, OKLAHOMA.

F. UNDERGROUND STORMWATER DETENTION EASEMENT

- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "UNDERGROUND DETENTION EASEMENT" (UGD/E) FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, UNDERGROUND DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE "BRIDGEPOINT" SUBDIVISION.
- UNDERGROUND DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATION APPROVED BY THE CITY OF JENKS.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DETENTION EASEMENT AREAS NOR SHALL THERE BE ANY ALTERNATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREAS UNLESS APPROVED BY THE CITY OF JENKS.
- UNDERGROUND DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HARVARD SQUARE SOUTH OWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION AND RETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE OWNER SHALL PROVIDE THE CUSTOMARY MAINTENANCE WITHIN THE DETENTION EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING STANDARDS.
 - CONCRETE APPURTENANCE SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
 - REMOVAL OF ACCUMULATED SILT AND VEGETATION FROM THE CONCRETE CHANNEL(S) SHALL OCCUR TWICE YEARLY.
- IN THE EVENT THE "BRIDGEPOINT" OWNERS ASSOCIATION SHOULD FAIL TO MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE UNDERGROUND DETENTION EASEMENT AREA, THE CITY OF JENKS, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTIONS OR CORRECT ANY ALTERNATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE "BRIDGEPOINT" OWNERS ASSOCIATION. IN THE EVENT THAT THE "BRIDGEPOINT" OWNER'S ASSOCIATION FAILS TO PAY THE COST OF SUCH MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN "BRIDGEPOINT", PROVIDED HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/4 THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

H. LANDSCAPING

EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE, HEALTH, AND VIABILITY OF THE REQUIRED LANDSCAPE MATERIALS. THE IRRIGATION SYSTEM SHALL BE KEPT IN GOOD WORKING ORDER TO ENSURE THE SURVIVAL OF ALL REQUIRED PLANT MATERIAL. ALL LANDSCAPE MATERIAL SHALL BE KEPT AT LEAST 5 FEET, MEASURED HORIZONTALLY, FROM BURIED UTILITIES.

I. LIMITS OF NO ACCESS

THE LOT OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH HARVARD AVENUE AND EAST 131ST STREET SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE JENKS, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF JENKS, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA.

J. BLANKET MUTUAL ACCESS EASEMENT

ALL LOTS AND OR SUBSEQUENT LOTS THROUGH LOT SPLITS OR REPLATS SHALL HAVE PERPETUAL LOT TO LOT MUTUAL ACCESS ON THE ACCOMPANYING PLAT. BLANKET MUTUAL ACCESS IS HEREBY ESTABLISHED BY THE OWNER FOR THE PURPOSE OF PERMITTING VEHICULAR ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, INCLUDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE LOTS CONTAINED WITHIN THE "BRIDGEPOINT" SUBDIVISION. SUCH ACCESS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF ALL LOT OWNERS WITHIN THE "BRIDGEPOINT" SUBDIVISION, THEIR GUESTS, AND INVITEES AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

K. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE JENKS UNIFIED DEVELOPMENT ORDINANCE. ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNER PRIOR TO THE FIRST ISSUANCE OF THE FIRST OCCUPANCY PERMIT FOR ANY BUILDING WITHIN THE SUBDIVISION. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE CITY OF JENKS ENGINEERING DESIGN STANDARDS.

L. CERTIFICATE OF OCCUPANCY RESTRICTIONS

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

SECTION II. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE COVENANTS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I (STREETS, EASEMENTS AND UTILITIES) ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, 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 JENKS, OKLAHOMA. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF JENKS, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. 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.

B. DURATION

THESE COVENANTS AND RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE CITY OF JENKS. ANY SUCH AMENDMENT SHALL BECOME EFFECTIVE WHEN RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY COVENANT 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.

ORIG SIZE: 24"X36"
PLOT: 11/28/23

\\civ-serve\projects\23-0584_BridgePoint\Draw\PRODUCTION\Plan\23-0584_DOD.dwg

PLACE HOLDER
LEAVE OPEN

CONCEPTUAL IMPROVEMENTS PLAN

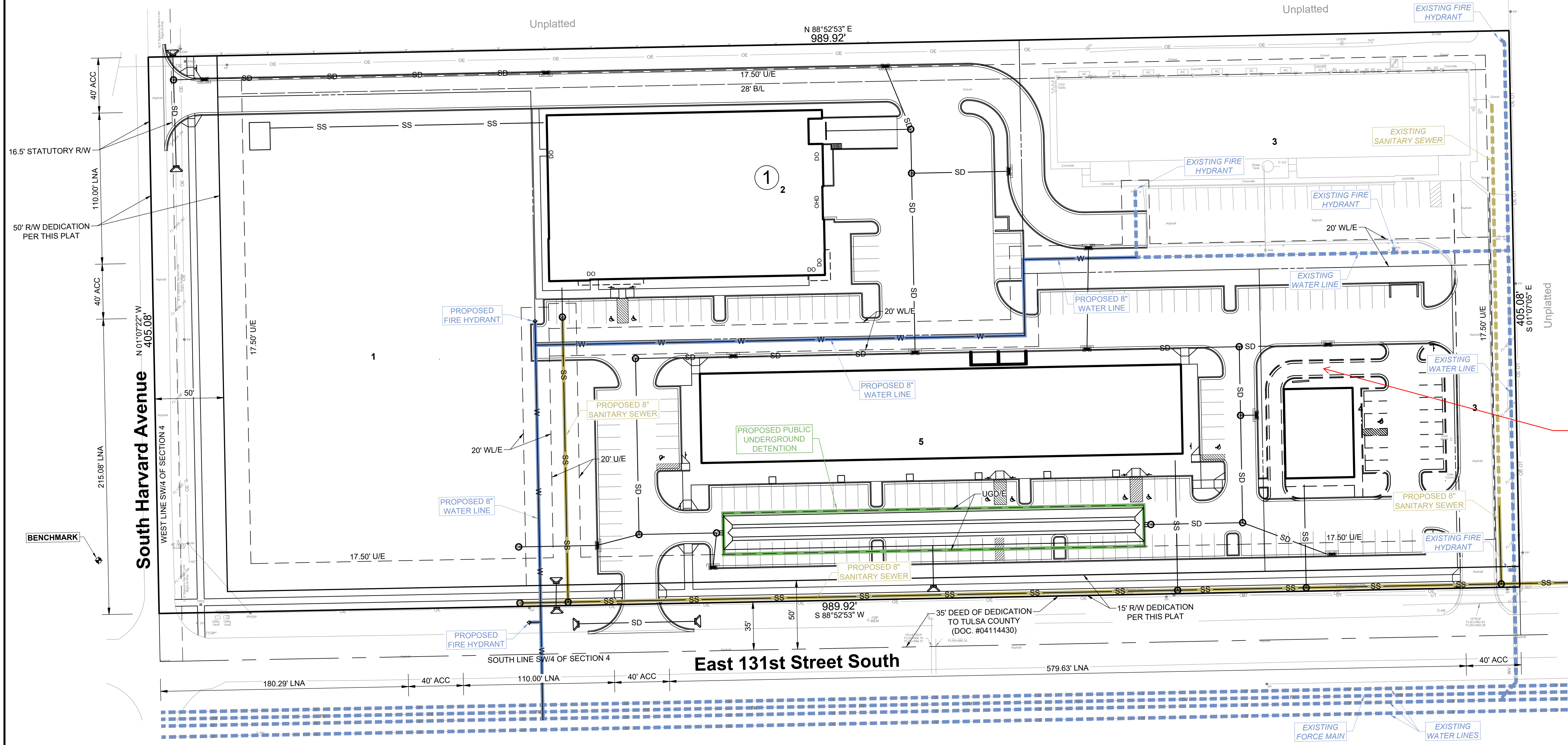
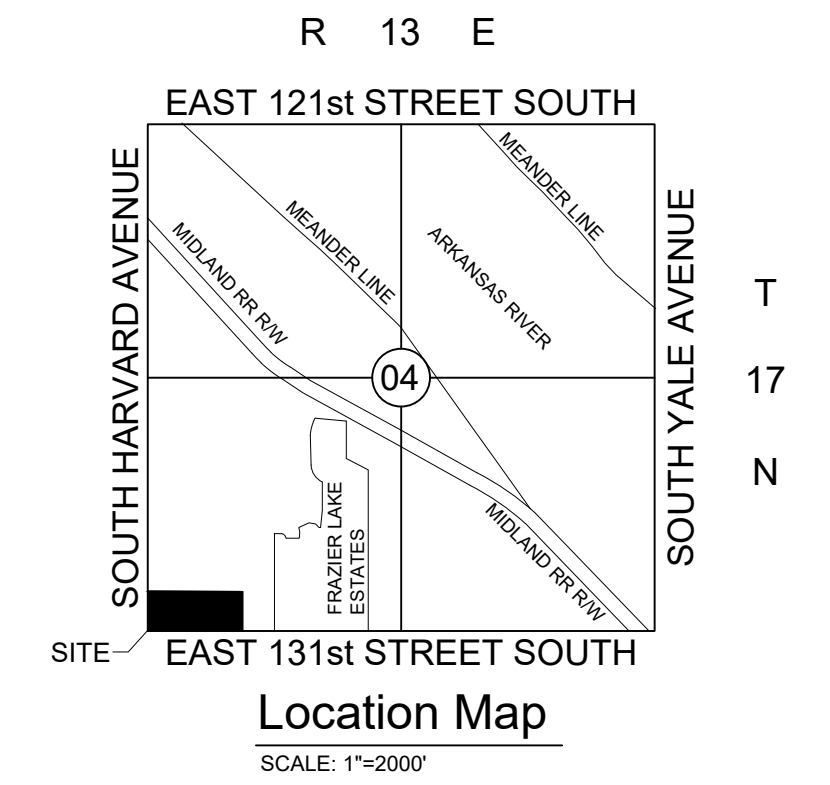
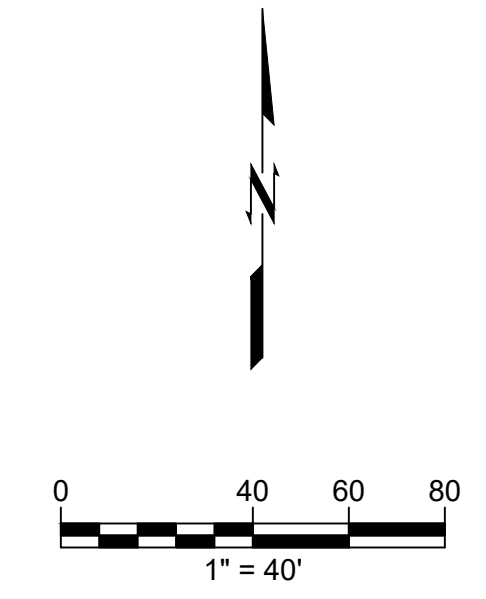
BRIDGEPOINT

PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

OWNER:
Oak Properties LLC
48 East 16th Street
Tulsa, Oklahoma, 74119
Phone: (918) 299-3040
CONTACT: DUANE PHILLIPS

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
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- U/E = UTILITY EASEMENT
- UGD/E = UNDERGROUND DETENTION EASEMENT

LEGEND

- EXISTING WATER
- PROPOSED WATER
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER

escape lane is required for drive through.

PLACE HOLDER
LEAVE OPEN

\\civl-server\projects\23-0584 BridgePoint\Draw\PRODUCTION\Plan\23-0584 Preliminary Plat.dwg

PLOT:11/28/23

ORIG SIZE:24"x38"

To	Planning Commission
Hearing Date	May 08, 2025
Case Number	JZ 25 PUD 116.Ma2 Major Amendment No. 1 to PUD 116 Overlay
Request	Discussion on the removal of minimum square footage within PUD 116
Location	NW Corner of East 131st Street and South Harvard Avenue
Applicant	Robert Bell, Bell Land Use

Staff Report

Preparer | Marcaé Hilton

Attachments

PUD Major Amendment No 1

Preparer

Robert Bell, Bell Land Use, INCOG

Background Information

STAFF COMMENTARY | This request from Mr. Bell is to “remove the minimum square footage of the house size “livability space” from the PUD and allow it to exist in the Deed of Dedication. The plat was preliminarily approved with PUD 116; however, the City Engineer and other Staff required the street alignment be shifted off the utility easement running diagonal across the parcel. The realignment of 130th Street has triggered multiple issues over the past several years.

PUD Amendment’s

Minor Amendment No. 4

The above application was APPROVED granting the request for relief, allowing homes under 1800 square feet and above 1600 square feet of livability space on certain lots of Frazier Meadows. Livability space is defined as the heated/cooled space that can be occupied and used for living purposes. The following lots approved under this amendment are:

- Lot 1 Block 1
- Lot 5 Block 1
- Lot 6 Block 1
- Lot 20 Block 2
- Lot 1 Block 4
- Lot 9 Block 4
- Lot 10 Block 4

- Lot 2 Block 5
- Lot 3 Block 5
- Lot 4 Block 5
- Lot 4 Block 7

No relief or amendment will be given to any other home in Frazier Meadows to be built under 1800 square feet of livability space as required in PUD 116.

Minor Amendment No. 3 | Lot 14, Block 2, Frazier Meadows I | Build Line Adjustment from 15 feet to 14 feet along E. 129th Place

Minor Amendment No. 2 | Approved | June 20, 2024 | Lot 14, Block 1 | Build line adjustment from Front Setback (25) to (15) to cure the encroachment. No other elements of PUD 116 are being amended.

Minor Amendment No. 1 | 2 Requests

1. Recommendation of approval of PUD 116 Minor Amendment
 - Realignment of 130th Street South
 - Change of Lot alignment in Block 4
 - Allow for smaller lot widths
 - Allow for alternate street design (small stub out streets)
 - Redesign of 128th
 - Accommodate Lot 11, Block 8
 - Accommodate future development to north | property to be purchased for gated development “Frazier Falls”

2. Recommendation of approval of Final Plat

City Council	Ward 5 Donna Ogez	
Current Zoning	PUD 116 Overlay District RS-2 Approved May 21, 2019	
Intended Use	No Change Single-family Residential	
STR	Section 05, Township 17, Range 13	
Comprehensive Plan	Medium Intensity Single-family	
General Location	Northwest Corner of 131 st and Harvard	
Plat data	Frazier Meadows Phase I	Phase II
	No. 7026, 03/21/2022	Not Filed
	101 Lots	31 Lots
	8 Blocks	3 Blocks
	32.51 Acres	7.85 Acres
Appearance District	None	
Public Comment	None at the time of this staff report	

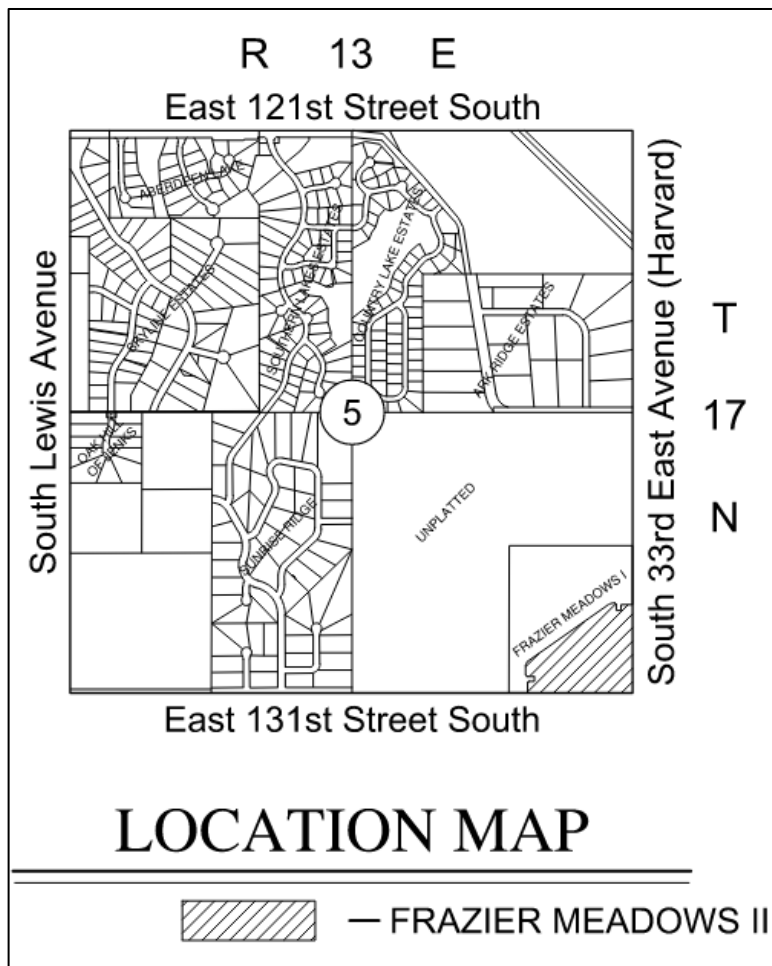


Figure 2: Site Map

Staff Evaluation & Recommendation

EVALUATION | The Frazier Meadows subdivision is well underway. This project will ultimately be a beautiful subdivision in the City of Jenks. However, this issue of minimum square footage has to be put to rest. There has been constant confusion between staff, the consultant and the public. Staff has worked for years with the developer and his engineer to get the streets amended, to correct plat issues through scrivener's errors, amend the PUD to allow for building encroachments etc.; along with hundreds of hours of meetings, not including public hearings.

1. The application was processed as a Major Amendment, because staff believes the request deviated significantly from the intent of the approved PUD 116 Overlay for Frazier Meadows.
2. Plat Notes:
 - a. Staff acknowledges the handwritten notes from former City Planner, Mr. Beach.
 - b. No amendment was ever requested regarding the minimum house size.
3. Background information included in packet:
 - a. Staff provided copious amounts of data to support the steps taken to date.
 - b. Mr. Bell has provided multiple handwritten personal notes from former Jenks Planner Mr. Beach.

4. Minimum House Size (livability space):

- a. I do not believe the City of Jenks has ever had a written policy about minimum house square footage, however, I have no reason to doubt it was an unwritten policy of previous administrations.
- b. Minimum house square footage is NOT a zoning standard.
- c. Minimum house square footage HAS nearly always been included in the PUD process at the City of Jenks.
- d. I am not opposed to writing a policy on minimum house square footage and including how/if it is addressed at the City of Jenks during the subdivision process.
- e. Since we are close to being built out as a city, Planning Commission and Council should consider if keeping this house size standard as part of the PUD process. It could keep future development in line with the practices of the last 25 years of development.

5. PLATS AND PUD'S:

- a. In 2025, the City of Jenks stopped allowing PUD (Planned Unit Development) language to be part of the Plat (DOD) Deed of Dedication. (This case is a prime example of why.)
- b. DOD's are used as references for builders, developers, and city inspectors.
 - i. DOD's should not be used because the standards are often amended, through the PUD process without updating the DOD, thereby not properly reflecting the approved building standards.
- c. PUD's are often amended and the DOD/plat are rarely amended to reflect the PUD changes.
 - i. This is why we stopped allowing the PUD language to be in the DOD.
 - ii. The PUD language is not filed along with the Plat with Tulsa County as an Addendum to the plat which will be updated and refiled each time there is a PUD amendment that impacts the face of the plat or the Deed of Dedication.

RECOMMENDATION | *Staff does not recommend approval of removing the minimum square footage (livability space) from this PUD. Staff does not have a strong opinion on the minimum square footage for PUD 116, Frazier Meadows 116.*

Major Amendment No. 1 for PUD 116
Request from Mr. Robert Bell

PUD 116 Amendment
Phase 2 Frazier Meadows

PUD 116 History - Setbacks, House Size, Amendments, Frazier Meadows I and II.

I thought it was important to outline the history of this PUD and the associated Plats. The major changes that were caused by the Corps of Engineers and the city's requirement to move the road from on top of the Glenpool outfall sewer line caused confusion and changes that were not managed well, regarding the details of the PUD and Plat.

The review of the PUD, prior to processing it for the first time with Planning Commission and City Council, the City Planner wrote a memo that outlined what can be in the PUD and regulated by the city. He then proceeded to mark up the DOD and show what needed to be removed or relocated in the DOD. These documents are provided as attachments. To make matters more confusing the original PUD document was written referencing to a plat and lotting pattern that did not exist after the plat revisions related to the Corps Blue Line Stream modifications.

By requiring changes to the PUD without requiring a rewrite of the document, he left the impression that he was going to document these changes in the Staff Report. However, the only document I was able to locate was related to the original plat of the property. This document identified some confusion between Staff and the Planning Commission and ultimately identified what the council approved for the plat. Item 20 of the approval clearly identifies house size in both the private covenants and the PUD sections of the plat. This document is attached.

So, the project engineer revised the plat to conform to the new requirements for tributaries to blue line streams by the US Corps of Engineers. This reduced the number of lots, but did not really change the intent of the PUD criteria. This was processed as a plat change only. However, this changed the lots and block numbers on most lots and therefore they did not line up with what was shown in the PUD submittal.

When we processed the changes related to the lines under the road, a smaller lot was introduced and a street design that did not conform to City Standards. A PUD Amendment regarding lots and roads was submitted prior to the plat being filed and therefore no lots were created yet or sold. **The City of Jenks had a policy that the minimum house size be above 1500 square feet.**

Referring to staff correspondence, the house size was recognized as a private covenant. This turned out to be a mistake, my review of the PUD was specific to the changes to the lines under the road and the lots being created to meet those needs and that the documentation in the plat was correct. A further comprehensive study would have revealed that the City Planner though reported to the applicant that the house size was a private covenant never changed the PUD which was established at 1800 square feet. All these changes could have been processed in a PUD Amendment at this time just to clarify without any issue because developer was only owner.

Due to the lot sizes, the minimum house size was required to be 1600 square feet. The project engineer recognized this as a private covenant that met city policy and did not require City Council approval and placed the criteria in the Frazier Meadows I Plat. This was reviewed by staff, Planning Commission, and City Council prior to filing.

It should be noted that all future owners were at the time of sale were shown the DOD with a minimum house size of 1600 square at there closing. I am not aware of any questions related to PUD being brought up at closing. If the PUD documentation had been reviewed it would have been evident that the PUD and the Plat did not line up. This became apparent in the building process.

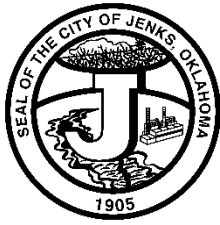
I was asked to review and determine what the issue was. The PUD document and setbacks referred to lots and blocks where changed from the original submittal because of the rework done to the Plat. Since my review was performed after the plat and sale of lots the only action that can correct this discrepancy was a series of Scrivener Errors. Since the City has recently required that PUD information be removed from plats and a document be filed with the County Clerk identifying the PUD criteria. It is apparent that a comprehensive PUD document with the changes should be filed with the filing of the Phase II plat.

We will attached a PUD document for PUD 116 for review prior to filing. This document will include current lot patterns any scrivener errors filed which will include the identified areas of the PUD that were moved to private covenants.

PUD Amendment Request:

Remove required house size from the planned Unit Development criteria of Phase 2 of PUD 116 and place the minimum house size in the private covenants area of the filed plat for Phase 2 of Frazier Meadows. This conforms to the lot design of the subdivision and establishes the PUD for Phase 2 as was intended by City Staff. See Attached Exhibits A and B from Jim Beach.

3 Attachments



CITY OF JENKS

211 NORTH ELM STREET • P.O. BOX 2007
JENKS, OKLAHOMA 74037-2007
PHONE (918) 299-5883 • FAX (918) 299-4489

NOTICE OF A PUBLIC HEARING LOCATED IN THE CITY OF JENKS, OKLAHOMA

Case Number: JZ 25 PUD 116.ma1

Request: PUD Major Amendment

Request by Robert Bell for a Major Amendment to PUD 116 to reduce minimum livability space in Frazier Meadows II.

Legal Description: A TRACT OF LAND BEING IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4, SE/4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE S88°52'25"W ALONG THE SOUTH LINE OF SAID SECTION 5 FOR A DISTANCE OF 1131.94 FEET TO A POINT; THENCE N01°04'54"W FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE N01°04'54"W FOR A DISTANCE OF 107.01 FEET; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.41 FEET, A CHORD DISTANCE OF 18.37 FEET WITH A CHORD BEARING N43°53'12"E; THENCE N88°51'17"E FOR A DISTANCE OF 22.37 FEET; THENCE N01°08'43"W FOR A DISTANCE OF 50.00 FEET; THENCE N53°46'51"E FOR A DISTANCE OF 867.52 FEET; THENCE AROUND A CURVE TO THE LEFT WITH A RADIUS OF 75.00 FEET, A LENGTH OF 113.04 FEET, A CHORD DISTANCE OF 102.64 FEET WITH A CHORD BEARING S78°10'64"E; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 13.00 FEET, WITH A LENGTH OF 6.87 FEET, A CHORD DISTANCE OF 6.79 FEET WITH A CHORD BEARING N73°46'55"E; THENCE N88°55'06"E FOR A DISTANCE OF 47.67 FEET; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.42 FEET, A CHORD DISTANCE OF 18.38 FEET WITH A CHORD BEARING S46°04'54"E; THENCE S01°04'54"E FOR A DISTANCE OF 25.68 FEET; THENCE N88°55'06"E FOR A DISTANCE OF 170.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 328.30 FEET; THENCE S88°51'17"W FOR A DISTANCE OF 610.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 280.14 FEET; THENCE S88°51'17"W FOR A DISTANCE OF 472.00 FEET TO THE POINT OF BEGINNING. AREA CONTAINING 7.85 ACRES, MORE OR LESS.

General Location: Northwest Corner 131st and Havard Avenue

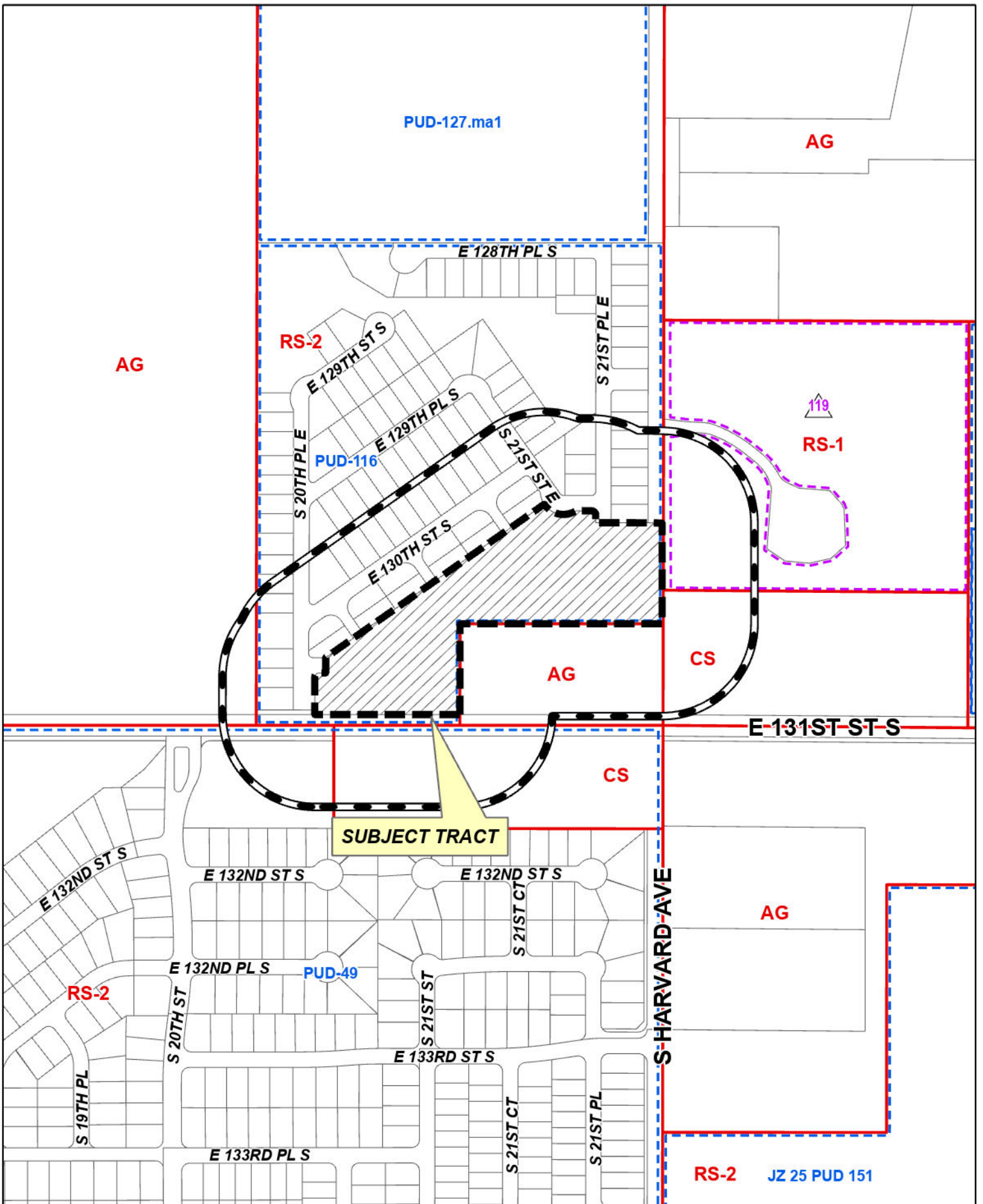
Hearing Date: 08 May 2025 at 6 p.m.

Location: Jenks City Hall, 211 N Elm St, Jenks, OK 74037

All persons interested in this matter may appear at these hearings and present their objections to or arguments for any of the above matters.

Dated at Jenks Oklahoma on 10 April 2025.

Marcae Hilton, Secretary
Jenks Planning Commission



PUD-127.ma1

AG

AG

RS-2

E 128TH PL S

E 129TH ST S

PUD-116

S 20TH PLE

E 129TH PL S

S 21ST PLE

E 130TH ST S

S 21ST STE

119

RS-1

AG

CS

E 131ST ST S

CS

SUBJECT TRACT

E 132ND ST S

E 132ND ST S

E 132ND ST S

AG

RS-2

E 132ND PL S

PUD-49

S 21ST ST

S 21ST CT S

SHARVARD AVE

E 133RD ST S

S 19TH PL

S 20TH ST

E 133RD PL S

S 21ST CT

S 21ST PL

RS-2

JZ 25 PUD 151



300' Radius



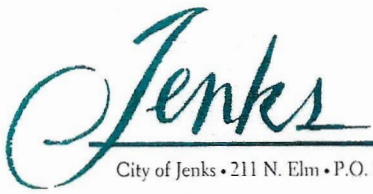
Subject Tract

JZ 25 PUD 116.ma1



05 17-13





Staff Report

To: Planning Commissioners
From: Jim Beach, City Planner
Hearing Date: April 18, 2019
Subject: ~~JZ 19-640 PUD 116~~ *Frazier Meadows Plat*
Location: NW/c East 131st Street and South Harvard Avenue (Ward 3)

Exhibits:

- 1. Subdivision Plat
- 2. Deed of Dedication and Restrictive Covenants

Applicant: Charles Wollmershauser
Action Requested: Approval of Preliminary Plat for "Frazier Meadows"
Current Zoning: AG – Agriculture; RS-2/PUD 116 pending
Lot Size: Phase 1 Approximately 28.14 acres
Surrounding Zoning and Land Uses: AG zoning with rural single-family properties to the east, open land to the north and west, small lot single-family residential development to the south across 131st
Applicable Regulations: **Jenks Zoning Code**, Section 260 - Platting Requirement. "For the purposes of providing a proper arrangement of streets and assuring the adequacy of open spaces for traffic, utilities, and access of emergency vehicles, commensurate with the intensification of land use customarily incident to a change of zoning, a platting requirement is established..."
Jenks Subdivision Regulations, Section 2.4 Preliminary Plat; and Section 1.13 Definitions
Record Plat – A map of land subdivision prepared in a form suitable for filing of record with necessary affidavits, dedications and acceptances, covenants, if any, and with complete bearings, angles, and dimensions of all lines defining blocks, lots, rights-of-way, easements, public areas, and other dimensions of land as required in these regulations.
Subdivision – The division of land into lots, parcels, tracts or areas, any one of which when divided has an area of less than two and one-half (2-1.2) acres, or any division of land involving the dedication of right-of-way or alignment of any existing or proposed street or highway, or the resubdivision of land heretofore divided into lots, sites, or parcels.
a. Standard Subdivision – A subdivision other than a lot split.
b. Lot Split Subdivision – A subdivision comprising three or fewer lots (see Lot Split).

CRITERIA and CONSIDERATIONS FOR ACTION

Section 2.4.D. of the Subdivision Regulations (attached) is a checklist of the minimum required elements of a preliminary plat. In addition, the plat must recite the approved PUD development standards.

BACKGROUND

The project will be a single-family residential subdivision known as Frazier Meadows and will be built in two phases. Both phases are included in this PUD, only Phase One will be platted at this time. Phase One will have 90 single-family residential lots on public streets. A large retention pond will be in the northwest corner of the property and will include green space and clubhouse amenities in a large reserve. Another reserve, located near the southwest corner of the property, will be used as a playground or a dog park. Two access points will serve the development, one each on 131st Street and Harvard Avenue. A perimeter 6' wood fence will be installed along 131st Street and Harvard Avenue. Masonry walls will mark the entries and have permanent subdivision signage.

STAFF EVALUATION

The Technical Advisory Committee and staff have reviewed the plat. Several items have been marked up on the plat face and the deed of dedication for revisions by the applicant. Those items are listed as conditions below. The conditional final plat must have addressed all these items, and any subsequent items coming from the Planning Commission and City Council reviews of the preliminary plat before it will be submitted for final approval to the City Council.

RECOMMENDATION

Staff recommends approval of the preliminary plat subject to the following:

1. Add graphic scale to face of plat
2. Identify all platted and unplatted lands on the location map
3. Clearly identify the Point of Commencement and label traverse bearings and distances from commencement to Point of Beginning on the face of the plat
4. Clarify "south quarter corner" in the legal description, first line, "...commencing at the 'south quarter corner' of said section 5..."
5. Show all distances on property boundary to two decimal places
6. Work with planning staff to assign street names
7. Provide full size utility and drainage concepts. (Submittal had those as 8 ½ x 11 included in PUD packet.)
8. In description of minimum yard requirements, Lot 12, Block 3 is included two places, resulting in conflicting requirements.
9. Remove the following paragraphs from PUD Development Standards: Home and Building Design, Living Area Computation, Foundation/Stem Walls, Garages; move to Private Restrictions section. These are not zoning standards, nor should they be regulated by the City. Also, delete the paragraph "Signs" from this section to avoid redundancy with the paragraph following it that contains the same language
10. Show Access Limits on 131st Street and Harvard Avenue
11. Show recording references for all existing easements and right-of-way
12. Make right-of-way dedications to Harvard and 131st in this plat, not by separate instrument
13. Remove "Retail" label
14. This PUD should be "PUD 116" in Section 2
15. Section 1 Streets and Utility Easements refers to "Reserve Are A," which is not labeled on the face of the plat
16. Same comments as 9 above apply to Deed of Dedication; also move "Streets:" out of PUD to Streets section
17. Delete Section 2.3 Private Street Standards, as streets will be public

D. The preliminary plat shall show or be accompanied by the following:

- ✓1. The name and address of the owner or owners of the land to be subdivided, the name and address of the subdivider if other than the owner and the name and address of the land surveyor. ✓
2. The date of preparation of the plat, north arrow and scale (written and graphic presentation).
- ✓3. Key or location map showing location of subdivisions within the mile section.
- ✓4. An accurate legal description of the property. — *SHOW POINT OF COMMENCEMENT & BEARING/DIST TO POB*
5. The location and dimensions of all boundary lines of the proposed subdivision to the nearest one-hundredth foot. *Show 2 decimal places*
- ✓6. The names of all adjacent subdivisions and the names, locations and widths of all existing and proposed streets, easements, drainage ways and other public ways, adjacent to the property.
- ✓7. The locations and widths of easements of all oil, gas and petroleum products pipelines and of existing utilities on or adjacent to the property.
- ✓8. The location and description of all existing structures, water bodies and watercourses.
- ✓9. The areas subject to flooding based upon the regulatory flood *work w/ staff*
- ✓10. The names, locations and widths of all proposed streets. — *assign street names*
- ✓11. The location and dimension of all proposed streets, drainage ways, pedestrian ways, bike paths, parks, playgrounds, public ways, or other public or private reservations.
- ✓12. All proposed lots progressively numbered and building setback lines.
- ✓13. Blocks progressively numbered.
- ✓14. A topographic map of the subdivided area with contour lines having two (2) feet contour intervals based on United States Coastal and Geodetic Survey datum.
- ✓15. Any other information as may be deemed by the Planning Commission as reasonably necessary for the full and proper consideration of the proposed subdivision.
• Full size concept utilities & drainage

Maximum building height: 35 ft.

Minimum yard requirements:

Blocks 1, Block 2 (Lots 1-12 & 14-24), Block 3 (Lots 2-12 & 14-23), Block 4(5-17)
Block 6 (Lots 1-13)

Front yard	25 ft
Side yard	5 ft.
Exterior side yard	15 ft.
Rear yard	20 ft.

Which is 12?

Blocks 2 (Lot 13), Block 3 (Lots 1-12 & 13), Block 4 (Lots 1-4), Block 5 (Lots 1 & 2)

Front yard	15 ft
Side yard	5 ft.
Exterior side yard	15 ft.
Rear yard	20 ft.

Public streets: Minimum right-of-way width on the main collector street will be 50 feet with 26 feet of paving. Streets shall be constructed to meet the standards of the City of Jenks for minor residential public streets.

Signs: One entry identification sign on each side of the entry or a double-sided center island sign. The maximum display surface shall be 32 square feet per sign surface.

Home and Building Design: All home designs must be submitted and approved by the Architectural Committee.

Living area computation and minimum square footage: the computation of living area shall not include garages, porches, detached living space, or attics. The minimum square footage of living area for all dwellings shall be 1800 square feet.

Foundation/Stem walls: Foundation and stem walls shall be covered with brick, stone, stucco or other materials approved in writing by the Architectural Committee. No exposed stem walls.

Garages: Enclosed garages providing for a minimum of two automobiles shall be built on each lot.

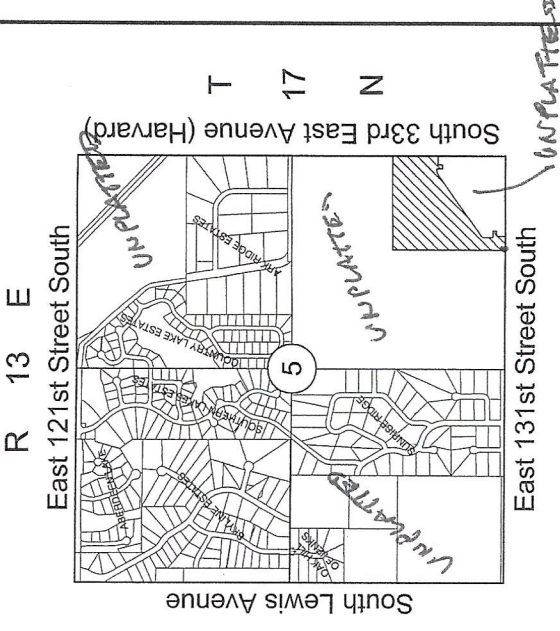
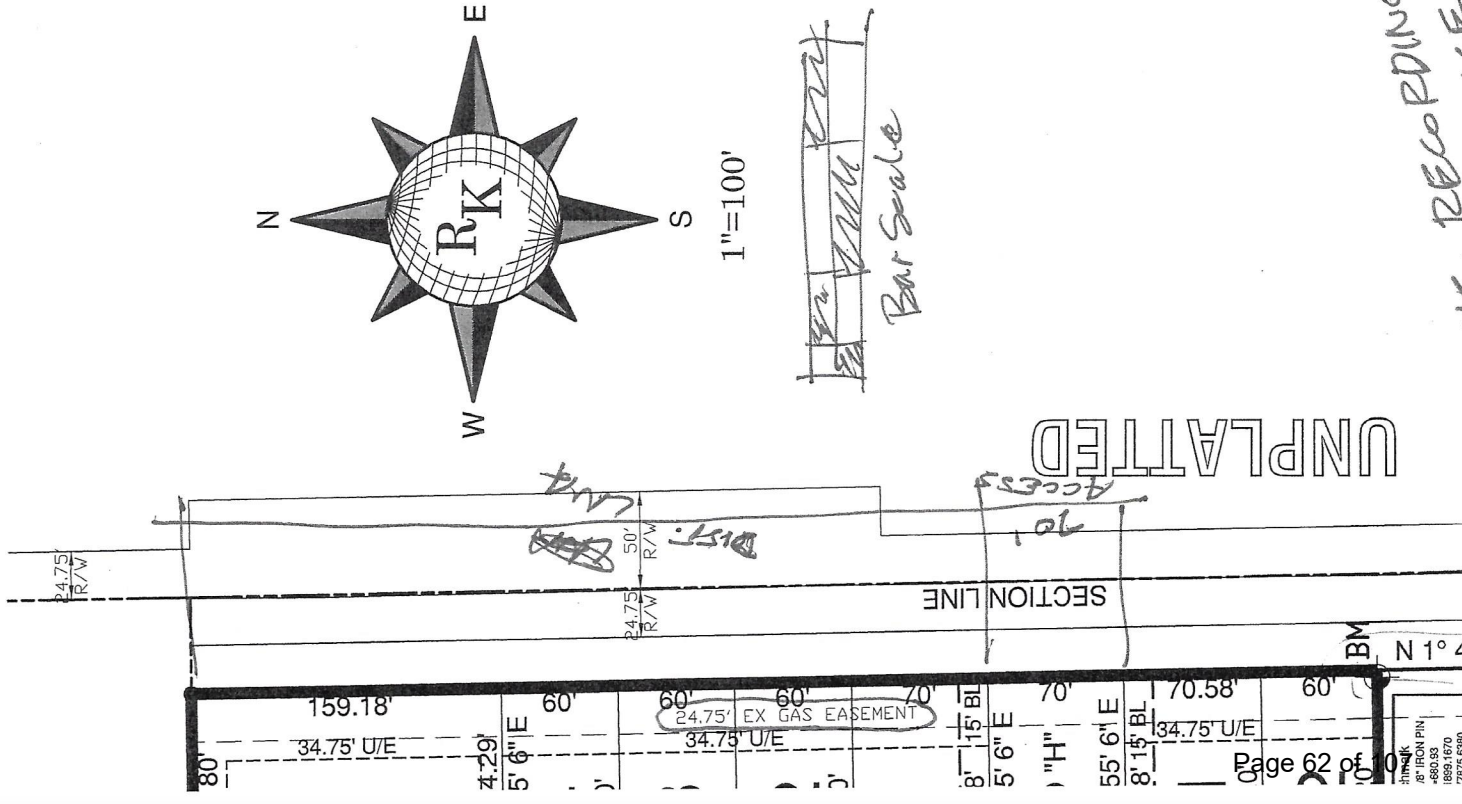
Private Restrictions NOT PART OF PUD Not regulated by City

Signs:

One entry identification sign on each side of the entry or a double sided center island sign. The maximum display surface shall be 32 Sq. Ft. per sign face.

VS II

AST, A



LOCATION MAP

— PHASE I

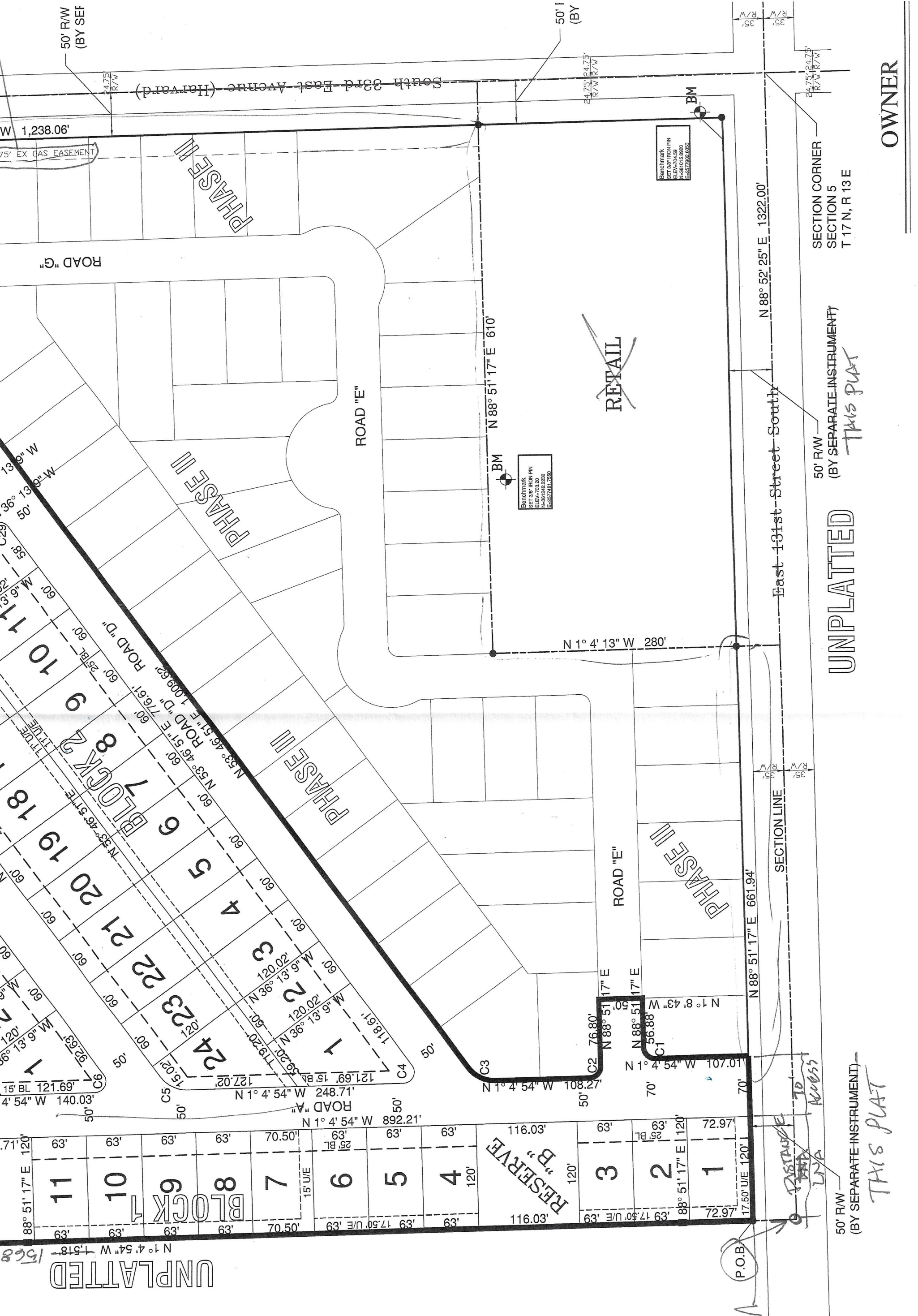
LEGAL DESCRIPTION

A TRACT OF LAND BEING IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4, SE/4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

SOUTHEAST CORNER OF THE SOUTHWEST QUARTER...

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION FIVE (5); THENCE N88°51'17"E AND ALONG THE SOUTH LINE OF SAID SECTION FIVE (5) FOR A DISTANCE OF 1327.61 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FIVE (5) TO THE POINT OF BEGINNING; THENCE N01°04'54"W FOR A DISTANCE OF 1568.00 FEET; THENCE N88°51'08"E FOR A DISTANCE OF 1272.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 609.76 FEET; THENCE S88°55'06"W FOR A DISTANCE OF 120.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 60.00 FEET; S88°55'06"W FOR A DISTANCE OF 50.00 FEET; THENCE N01°04'54"W FOR A DISTANCE OF 63.69 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90°00'00", HAVING A RADIUS OF 13.00 FEET A LENGTH OF 20.42 FEET AND WHOSE LONG CHORD BEARS N46°04'54"W FOR A DISTANCE OF 18.38 FEET; THENCE, S88°55'06"W FOR A DISTANCE OF 5.28 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 35°08'14", HAVING A RADIUS OF 125.00 FEET, A LENGTH OF 76.66 FEET AND WHOSE LONG CHORD BEARS S71°20'59"W FOR A DISTANCE

7,590.97
9,815.40



UNPLATTED

~~RETAIL~~

UNPLATTED

SECTION CORNER
SECTION 5
T 17 N, R 13 E

50' RW
(BY SEPARATE INSTRUMENT)

THIS PLAT

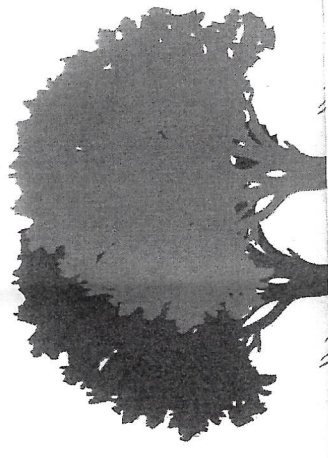
50' RW
(BY SEPARATE INSTRUMENT)

THIS PLAT

OWNER

Frazier Meadows, LLC

LIMINARY PLAT



CURVE, SAID CURVE TURNING TO THE LEFT HAVING A RADIUS OF 38.00 FEET AND WHOSE LONG CHORD BEARS S26°20'59"W FOR A DISTANCE OF 108.27 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90°03'49", HAVING A RADIUS OF 13.00 FEET, A LENGTH OF 20.43 FEET AND WHOSE LONG CHORD BEARS S46°06'48"E FOR A DISTANCE OF 18.39 FEET; THENCE N88°51'17"E FOR A DISTANCE OF 76.80 FEET; THENCE S01°08'43"E FOR A DISTANCE OF 50.00 FEET; THENCE S88°51'17"W FOR A DISTANCE OF 56.88 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°56'11", HAVING A RADIUS OF 13.00 FEET, A LENGTH OF 20.41 FEET AND WHOSE LONG CHORD BEARS S43°53'12"W FOR A DISTANCE OF 18.37 FEET THENCE S01°04'54"E FOR A DISTANCE OF 107.01 FEET; THENCE, N88°51'17"E FOR A DISTANCE OF 472.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE. THENCE S88°51'17"W A DISTANCE OF 662.00 FEET TO THE **POINT OF BEGINNING**; CONTAINING 1,225,959 SQUARE FEET OR 28.14 ACRES MORE OR LESS.

LEGAL DESCRIPTION WAS PREPARED ON MARCH 7, 2019 BY CLIFF BENNETT, PLS #1815 WITH THE BEARINGS BASED ON THE SOUTH LINE OF SOUTHEAST QUARTER OF SAID SECTION FIVE (5) TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE I. B. & M., TULSA COUNTY, STATE OF OKLAHOMA AS N88°51'17" E.

LEGEND

- U/E = UTILITY EASEMENT
- W/E = WATER LINE EASEMENT
- L/E = LANDSCAPE EASEMENT
- R/W = RIGHT OF WAY
- BL = BUILDING LINE
- LNA = LIMITS OF NO ACCESS
- ACC = LIMITS OF ACCESS
- POB = POINT OF BEGINNING
- ODE = OVERLAND DRAINAGE EASEMENT
- F/E = FENCING EASEMENT
- P R/W = PIPE LINE RIGHT OF WAY
- R/W DED = RIGHT OF WAY DEDICATION PER COVENANTS

ENGINEER

RK and Associates, PLC
 4815 South Harvard Ave. Ste. 290
 Tulsa, Oklahoma 74135
 Richard Kosman, P.E.
 Phone: 918(277-4784)
 rkosman@sbcglobal.net
 Certificate of Authorization No. 4831
 Expires June 30, 2019

SURVEYOR

Wade Bennett, PLS
 Bennett Surveying, Inc.
 P.O. Box 848

REFERENCE
 FOR AN
 EXISTING
 EASEMENT

(BY SEPARATE INSTRUMENT)
 THIS PLAT

50' R/W
(BY SEPARATE INSTRUMENT)

50' R/W
(BY SEPARATE INSTRUMENT)

50' R/W
(BY SEPARATE INSTRUMENT)

175'± R/W

175'± R/W

Deed of Dedication and Restrictive Covenants

Frazier Meadows I

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Frazier Meadows I, LLC, an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer," is the Owner/Developer of the following described land in the City of Jenks, Tulsa County, State of Oklahoma, to wit:

A TRACT OF LAND BEING IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4, SE/4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION FIVE (5); THENCE N88°51'17"E AND ALONG THE SOUTH LINE OF SAID SECTION FIVE (5) FOR A DISTANCE OF 1327.61 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FIVE (5) TO THE POINT OF BEGINNING; THENCE N01°04'54"W FOR A DISTANCE OF 1568.00 FEET; THENCE N88°51'08"E FOR A DISTANCE OF 1272.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 609.76 FEET; THENCE S88°55'06"W FOR A DISTANCE OF 120.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 60.00 FEET; S88°55'06"W FOR A DISTANCE OF 50.00 FEET; THENCE N01°04'54"W FOR A DISTANCE OF 63.69 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90°00'00", HAVING A RADIUS OF 13.00 FEET A LENGTH OF 20.42 FEET AND WHOSE LONG CHORD BEARS N46°04'54"W FOR A DISTANCE OF 18.38 FEET; THENCE, S88°55'06"W FOR A DISTANCE OF 5.28 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 35°08'14", HAVING A RADIUS OF 125.00 FEET, A LENGTH OF 76.66 FEET AND WHOSE LONG CHORD BEARS S71°20'59"W FOR A DISTANCE OF 75.46 FEET. THENCE, S53°46'51"W FOR A DISTANCE OF 1009.62 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 54°51'46", HAVING A RADIUS OF 38.00 FEET, A LENGTH OF 36.39 FEET AND WHOSE LONG CHORD BEARS S26°20'59"W FOR A DISTANCE OF 35.01 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 108.27 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90°03'49", HAVING A RADIUS OF 13.00 FEET, A LENGTH OF 20.43 FEET AND WHOSE LONG CHORD BEARS S46°06'48"E FOR A DISTANCE OF 18.39 FEET; THENCE N88°51'17"E FOR A DISTANCE OF 76.80 FEET; THENCE S01°08'43"E FOR A DISTANCE OF 50.00 FEET; THENCE S88°51'17"W FOR A DISTANCE OF 56.88 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°56'11", HAVING A RADIUS OF 13.00 FEET, A LENGTH OF 20.41 FEET AND WHOSE LONG CHORD BEARS S43°53'12"W FOR A DISTANCE OF 18.37 FEET THENCE S01°04'54"E FOR A DISTANCE OF 107.01 FEET; THENCE, N88°51'17"E FOR A DISTANCE OF 472.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE. THENCE S88°51'17"W A DISTANCE OF 662.00 FEET TO THE POINT OF BEGINNING; CONTAINING 1,225.959 SQUARE FEET OR 28.14 ACRES MORE OR LESS.

LEGAL DESCRIPTION WAS PREPARED ON MARCH 7, 2019 BY CLIFF BENNETT, PLS #1815 WITH THE BEARINGS BASED ON THE SOUTH LINE OF SOUTHEAST QUARTER OF SAID SECTION FIVE (5) TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE I. B. & M., TULSA COUNTY, STATE OF OKLAHOMA AS N88°51'17" E.

And does hereby certify that the Owner/Developer has caused the same above described land to be surveyed, staked, platted, dedicated and access rights reserved, and subdivided into Six (6) Blocks, Ninety (90) Lots, Reserve "A", and Streets in conformity with the accompanying plat and has designated the same as "Frazier Meadows I", an Addition to the City of Jenks, Tulsa County, State of Oklahoma (the "Subdivision").

Now, therefore, the Owner/Developer, for the purpose of providing for the orderly development of the Subdivision and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner/Developer, its successors, grantees and assigns, and the beneficiaries of the covenants set forth in Section 1 below, with respect to such covenants only, does

Section 1.2 Water and Sanitary Sewer Service

1.2.1 The owner of each lot shall be responsible for the protection of the public water mains and of the p sewer facilities located on his lot and shall prevent the alteration of grade or any construction activity which with said public water main, or public sanitary sewer main. Waterlines less than 6" diameter and sanitary sev than 8" diameter are private service lines and the ownership, maintenance, repair, removal and/or replacement responsibility of the lot owner served by said service lines. Within the utility easement areas depicted on the a plat, the alteration of grade from the contours existing upon the completion of the installation of a public water r main, or any construction activity which would interfere with public water and sewer mains, shall be prohibi each owner shall pay for damages or relocation of such facilities caused or necessitated by acts of the owner or contractors, including but not limited to damages, repair or relocation caused by the alteration of grade.

1.2.2 The City of Jenks, or its successors, will be responsible for ordinary maintenance of public water main, o sewer mains, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitate the owner or his agents or contractors.

1.2.3 The City of Jenks or its successors through its proper agents and employees shall at all times have right with their equipment to all such easement-ways shown on said plat, or provided for in this deed of dedication fo of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.

1.2.4 The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Jenks successors, and the owner of each lot agrees to be bound hereby.

Section 1.3 Gas Service

1.3.1 The supplier of gas service shall at all times have right of access to all utility easements depicted on the or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing or replac portion of gas facilities installed by the supplier of gas service.

1.3.2 The owner of each lot shall be responsible for the protection of the underground gas facilities located on the alteration of grade or any construction activity which may interfere with the underground gas facilities shall t The supplier of service shall be responsible for ordinary maintenance of the underground facilities, but the ownr for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or their agent o

1.3.3 The foregoing covenants concerning underground gas facilities shall be enforceable by the supplier of ga and the owner of the lot agrees to be bound hereby.

Section 1.4 Landscaping and Other Improvements within Easements

1.4.1 The owner of the lot affected shall be responsible for the repair of any landscaping, paving, fencing or otl improvements affected by necessary maintenance of water, sewer, natural gas, communication, cable televisio facilities within the utility easement areas depicted upon the accompanying plat, provided however, the City of Oklahoma or supplier of utility service shall use reasonable care in the performance of such activities.

Section 2 Planned Unit Development Restrictions

"Frazier Meadows I" was filed as a planned unit development (Designated as PUD NO 104) which was approved of Jenks planning commission on 2019, and by the Jenks City Council on 2019. The planned unit provisions of the City of Jenks zoning code, require the establishment of covenants of record inuring to and enf the City of Jenks, sufficient to assure the implementation and continued compliance with the PUD, and any amr thereto. The Owner/Developer desires to establish restrictions for the purpose of providing for an orderly devel to insure adequate restrictions for the mutual benefit of the Owner/ Developer, its successors and assigns, and Jenks, Oklahoma.

The supplier of service shall be responsible for ordinary maintenance of the underground facilities for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot

1.3.3 The foregoing covenants concerning underground gas facilities shall be enforceable by th and the owner of the lot agrees to be bound hereby.

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Therefore, the Owner/Developer does hereby impose the following restrictions and covenants w running with the land and shall be binding upon the Owner/Developer, its successors and assign as hereinafter set forth.

Section 2.1 Planned Unit Development Standards

Land area (net): 42.59 Acres (28.14 Acres Phase I + 14.45 Acres Phase II)

Permitted Uses: Uses permitted as a matter of right in the RS-2 (single family residential) zonin zoning code, along with customary and accessory uses, including but not limited to landscaped e which may be incidental thereto.

- Maximum number of dwelling units: 90
- Minimum lot width: 60 feet
- Minimum lot area: 6951 sq. ft.
- Minimum Livability Space: 1800 sq. ft.
- Maximum building height: 35 ft.

Minimum yard requirements,

BLOCK 1, BLOCK 2 (LOTS 1 - 12 & 14 - 24), BLOCK 3 (LOTS 2 - 12 & 14 - 23), BLOCK 4 (LOT



BLOCK 2 (LOT 13), BLOCK 3 (LOTS 1, 12 & 13), BLOCK 4 (LOTS 1 - 4), BLOCK 5 (LOTS 1 & 2

- Front yard: 15 ft
- Side yard: 5 ft

CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90°03'49", HAVING A RADIUS OF 13.00 FEET, A LENGTH OF 20.43 FEET AND WHOSE LONG CHORD BEARS S46°06'48"E FOR A DISTANCE OF 18.39 FEET; THENCE N88°51'17"E FOR A DISTANCE OF 76.80 FEET; THENCE S01°08'43"E FOR A DISTANCE OF 50.00 FEET; THENCE S88°51'17"W FOR A DISTANCE OF 56.88 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°56'11", HAVING A RADIUS OF 13.00 FEET, A LENGTH OF 20.41 FEET AND WHOSE LONG CHORD BEARS S43°53'12"W FOR A DISTANCE OF 18.37 FEET THENCE S01°04'54"E FOR A DISTANCE OF 107.01 FEET; THENCE, N88°51'17"E FOR A DISTANCE OF 472.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE. THENCE S88°51'17"W A DISTANCE OF 662.00 FEET TO THE POINT OF BEGINNING; CONTAINING 1,225,959 SQUARE FEET OR 28.14 ACRES MORE OR LESS.

LEGAL DESCRIPTION WAS PREPARED ON MARCH 7, 2019 BY CLIFF BENNETT, PLS #1815 WITH THE BEARINGS BASED ON THE SOUTH LINE OF SOUTHEAST QUARTER OF SAID SECTION FIVE (5) TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE I. B. & M., TULSA COUNTY, STATE OF OKLAHOMA AS N88°51'17" E.

And does hereby certify that the Owner/Developer has caused the same above described land to be surveyed, staked, platted, dedicated and access rights reserved, and subdivided into Six (6) Blocks, Ninety (90) Lots, Reserve "A", and Streets in conformity with the accompanying plat and has designated the same as "Frazier Meadows I", an Addition to the City of Jenks, Tulsa County, State of Oklahoma (the "Subdivision").

Now, therefore, the Owner/Developer, for the purpose of providing for the orderly development of the Subdivision and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner/Developer, its successors, grantees and assigns, and the beneficiaries of the covenants set forth in Section 1 below, with respect to such covenants only, does hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be enforceable by the Owner/Developer or owners of any property within the Subdivision and by the beneficiaries of the covenants set forth in Section 1 below, with respect to such covenants only.

Section 1 Streets and Utility Easements

The Owner/Developer does hereby dedicate for public the north 50 feet from the section line associated with East 131st Street South use for utility purposes including as set forth below the streets as depicted on the accompanying plat as Reserve Area "A" and the utility easements as depicted on the accompanying plat as "U/E" 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 poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer and its assigns hereby reserves the right to construct, maintain, operate, lay and re-lay water lines, sewer lines, storm sewer lines, and other services, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services and/or storm sewer services to the area included in the plat; provided the interior streets as depicted on the accompanying plat as Reserve Area "A" are herein designated as private streets for access and maintenance purposes for the common use and benefit of the property owners within the residential subdivision all as provided in Section 4 below. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each property owner and shall be enforceable by the City of Jenks, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat, no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing therein shall be deemed to prohibit drives, parking areas, curbing, fencing and landscaping that do not constitute an obstruction.

All streets shall be graded, base material applied and surface paved in accordance with the engineering design standards of the City of Jenks, to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, and drainage structures constructed in accordance with the approved plans on file in the office of the city engineer by the Owner/Developer, at its expense, and in compliance with the engineering design standards of the City of Jenks.

1.1 Electric, Telephone, Cable Television and Other Services

1.1.1 Street light poles and standards shall be served by underground cable. All supply lines in the Subdivision, including electric, telephone, cable television, and gas lines shall be located underground, in the easement-ways dedicated for general



maintain, operate, lay and re-lay water lines, sewer lines, storm sewer lines, and other services, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services and/or storm sewer services to the area included in the plat; provided the interior streets as depicted on the accompanying plat as Reserve Area "A" are herein designated as private streets for access and maintenance purposes for the common use and benefit of the property owners within the residential subdivision all as provided in Section 4 below. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each property owner and shall be enforceable by the City of Jenks, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat, no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing therein shall be deemed to prohibit drives, parking areas, curbing, fencing and landscaping that do not constitute an obstruction.

All streets shall be graded, base material applied and surface paved in accordance with the engineering design standards of the City of Jenks, to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, and drainage structures constructed in accordance with the approved plans on file in the office of the city engineer by the Owner/Developer, at its expense, and in compliance with the engineering design standards of the City of Jenks.

1.1 Electric, Telephone, Cable Television and Other ^{Utility} Services

1.1.1 Street light poles and standards shall be served by underground cable. All supply lines in the Subdivision, including electric, telephone, cable television and gas lines shall be located underground, in the easement-ways dedicated for general utility services and in the public streets as depicted on the Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

1.1.2 Underground service lines to all structures which may be located within the subdivision may be run from the nearest service pedestal, gas main or transformer to the point of usage determined by the location of construction of such structures as may be located upon the lot, provided that, upon installation of a service line to a particular building, the supplier of the service shall thereafter be deemed to have a definitive, permanent and effective right-of-way easement on the lot, covering a five-foot strip extending 2.5 feet on each side of the service line, extending from the service pedestal, gas main or transformer to the service entrance on the structure. This easement shall terminate when said service line is no longer in use by the supplier.

1.1.3 The supplier of electric, telephone, cable television, gas and other utility services, through its agents and employees, 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 underground electric, telephone, cable television, or gas facilities or other utility services installed by the supplier of the utility service.

1.1.4 The owner of the lot shall be responsible for the protection of the underground electric, telephone, cable television, gas and other utility service facilities located on their property, and shall prevent the alteration of grade or any construction activity which may interfere with the electric, telephone, cable television, gas and other utility service facilities. 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 or his agents or contractors. Said alterations of grade and limitation of construction activities shall be limited to easements and does not apply to areas outside of the easements designated on the Plat.

1.1.5 The foregoing covenants concerning underground electric, telephone, cable television facilities and other services shall be enforceable by the supplier of the electric, telephone, cable television service or other services, and the owner of the lot agrees to be bound hereby.

- Maximum number of dwelling units: 90
- Minimum lot width: 60 feet
- Minimum lot area: 6951 sq. ft.
- Minimum Livability Space: 1800 sq. ft.
- Maximum building height: 35 ft.

Minimum yard requirements,

BLOCK 1, BLOCK 2 (LOTS 1 - 12 & 14 - 24), BLOCK 3 (LOTS 2 - 12 & 14 - 23), BLOCK 4 (BLOCK 6 (LOTS 1 - 13)

- Front yard 25 ft.
- Side yard 5 ft.
- Exterior side yard 15 ft.
- Rear yard 20 ft.

BLOCK 2 (LOT 13), BLOCK 3 (LOTS 1, 12 & 13), BLOCK 4 (LOTS 1 - 4), BLOCK 5 (LOTS 1 & 2)

- Front yard 15 ft.
- Side yard 5 ft.
- Exterior side yard 15 ft.
- Rear yard (BLOCKS 4 & 5) 35 ft.

Never streets to streets

Streets: Minimum right-of-way width on the main collector street will be 50 feet with 26 feet constructed to meet the standards of the City of Jenks for minor residential public streets. Cur gutter shall be constructed in some areas. *describe better*

Signs: One entry identification sign on each side of the entry or a double-sided center island surface shall be 32 square feet per sign surface.

Home and Building Design: All home designs must be submitted and approved by the Architectural Committee.

Livability Space computation and minimum square footage: the computation of Livability Space porches, detached living space, or attics. The minimum square footage of Livability Space for a

Foundation/Stem walls: Foundation and stemwalls shall be covered with brick, stone, stucco or writing by the Architectural Committee. No exposed stem walls.

Garages: Enclosed garages providing for a minimum of two automobiles shall be built on each lot. *3 Private Restrictions*

Section 2.2 Planned Unit Development General Standards

2.2.1 Roof Material: Roofing shall be self-sealing 30 year Atlas or similar Weatherwood composite tile or equivalent providing, however, in the event such roofing should hereinafter not be alternative roofing of comparable quality shall be permitted upon a determination by the Architectural Committee that a proposed alternative is of comparable or better quality of a design and quality which is compatible with the existing roof.

2.2.2 Roof Pitch: Residences shall have a roof pitch of at least 6/12 over 80% of the roof area. Provided, however, the Architectural Committee may waive this restriction for an area of the roof not to exceed 20%. This criteria is primarily intended for dormers and back covered patios.

2.2.3 Landscape: All lots shall be sodded and landscaped within 30 days of occupancy or 60 days after the final inspection whichever occurs first. All lots under 32,000 square feet must be sodded. All landscaping plans must be approved in advance by the Architectural Committee.

2.2.4 Masonry: The first floor of each dwelling will have 70% masonry, not including windows and beneath covered porches. All other types of materials must be approved by the Architectural Committee.

2.2.5 Minimum Trees: If a lot does not have a minimum of 1 existing tree in what will be the front yard the property owner/builder, within six (6) months of completion of construction, shall plant one 3" caliper tree (measured six inches from the base of the tree) in the number required to meet the minimum specified above.

2.2.6 Interior fencing or walls shall not extend beyond each end corner of the residence. Corner lots shall be permitted to extend fencing in a side yard abutting a public street to a point no closer than 7.5' of the property line.

~~Section 2.3 Private Street Standards~~

2.3.1 The Owner/Developer of "Frazier Meadows I" and its successors and assigns, herein covenants as follows with the City of Jenks, Oklahoma, which covenants shall run with the land, inure to the benefit of and be enforceable by the City of Jenks, Oklahoma, and to the Homeowners Association of "Frazier Meadows I". Construction of the private streets depicted within the accompanying plat shall include but not be limited to the following:

- (i) Quality and thickness specifications for gutters, base, and paving materials to meet or exceed the now existing engineering design criteria of the City of Jenks.
- (ii) Surfacing width shall not less than 26' measured from asphalt edge to edge; edge of guttering to edge of guttering or face of curb to face of curb.

2.3.2 All private streets shall be graded, base material applied and surface paved in accordance with the engineering design standards of the City of Jenks, street name signs in place, visual screens established, utilities and street lights installed, and drainage structures constructed in accordance with the approved plans on file in the office of the city engineer by the Owner/Developer, at his expense, and in compliance with the engineering design standards of the City of Jenks.

2.3.3 Beginning two years following the completed inspection of the streets as required by Section 4.1.4 (ii) below, the homeowners within "Frazier Meadows I" shall be solely responsible for the maintenance and upkeep of the private streets, controlled access gate and private entryway feature, private landscape features, decorative street lights, and other amenities that are for the exclusive use and enjoyment of "Frazier Meadows I" home owners.

~~Section 3 Surface Drainage~~

3.1.1 Surface Drainage - Each 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/her lot. The foregoing covenants set forth in this sub-section shall be enforceable by any affected lot owner and by the City of Jenks, Oklahoma.

4.2 Reserve Area "B"

4.2.1 For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Jenks the owner/developer does hereby establish and grant perpetual utility easement on, over, and across Reserve "B". Reserve shall be used as a Park area only.

4.2.2 In the event the Owner/Developer or the Homeowners Association, after receipt of a statement of costs, fails the cost of maintenance applicable to Reserve "A" as above set forth, the City of Jenks, OK, may file of record a copy statement of costs. Thereafter, the costs shall be a lien against each residential lot within Frazier Meadows I. If however, the lien against each residential lot shall be limited to 1/148 of the costs. The City of Jenks or the Jenks Works Authority may then collect such costs by adding such costs to residential lot owner's water billing fees within Frazier Meadows I.

4.2.3 A lien established as above provided may be foreclosed by the City of Jenks, Oklahoma.

4.2.4 In addition to above described purposes and restrictions of Reserve "B", this area shall additionally serve as recreational open space for residents of Frazier Meadows I, and for access by the City of Jenks.

Section 4.3 Conveyance and Maintenance of All Reserve Areas

4.3.1 All Reserve Areas shown on the accompanying Plat are reserved for subsequent conveyance to a Homeowners Association comprised of the owners of residential lots within the subdivision as set forth under Section 6 Homeowners Association shall perform all maintenance to the extent necessary to achieve the intended purpose of each Reserve Area. Maintenance shall be at the cost of the applicable Homeowners Association as set forth under Section 6 Homeowners Association.

Section 5 Limits of No Access

5.1 The Owner/Developer and each owner of a lot hereby relinquishes rights of vehicular ingress or egress from an portion of the property within the bounds designated as "limits of no access" (L.N.A.) on the accompanying plat, which 'of no access' may be amended or released by the Jenks planning commission, or its successor, or as otherwise provided the statutes and laws of the State of Oklahoma pertaining thereto.

Section 6 Homeowners Association

6.1 Frazier Meadows I Homeowners Association: The Owner/Developer shall cause to be formed in conjunctic "Frazier Meadows I" an association of the owners of the lots within this plat hereinafter referred to as the "Frazier Meadows I Homeowners Association" to be established in accordance with the statutes of the State of Oklahoma, and to be form the general purposes of maintaining the common areas including, but not without limitation, common areas, lands fencing, reserves, detention facilities, and enhancing the value, desirability and attractiveness, as well as the maintenance the right of way along and adjacent to the property along 131st Street.

6.2 Membership: Every person or entity who is a record of the fee interest of a lot shall be a member of the Meadows I Homeowners Association. Membership shall be mandatory and appurtenant to and may not be separate the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Frazier Meadows I Homeowners Association as of the date of its incorporation, or as in time of the date of recording of the deed, which occurs last.

6.3 Covenant of Assessment: The owner and each subsequent owner of a lot, by acceptance of a deed to covenants and agrees to pay to the Frazier Meadows I Homeowners Association dues and assessments to be established by the Owner/Developer or the board of directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot. Notwithstanding anything herein to the contrary, Owner/Developer not be obligated to pay any assessment on any lot within Frazier Meadows I owned by the Owner/Developer until the C

6.6 Non-payment Remedies: An assessment which is not paid when due on the Lot against which the assessment is made. If the assessment is not assessment shall bear interest from the date of delinquency at a rate of interest from time to time, not to exceed the maximum rate of interest allowed by law, at action at law against the Owner personally obligated to pay the same, or forced interest, costs, and reasonable attorneys' fees of any such action shall be at abandonment of his Lot.

6.7 Certain Rights of the Association: Without limitation of such powers and Association shall be deemed a beneficiary, to the same extent as a property owner this document, and shall have the right to enforce the covenants to the same extent

Section 7 Architectural Co

7.1 An Architectural Committee will be formed to review and approve any standard responsible for interpreting the development and construction standards contain appointed shall be the designated Architectural Committee. If the Owner/Developer designated heirs and assignees will serve as the Architectural Committee. The additional members. At a point agreeable to Owner/Developer, a duly elected consisting of members of the Frazier Meadows I Homeowners Association. No any other improvements or structure may be commenced, erected, constructed without the written approval of the Architectural Committee. The architectur accordance herewith shall be submitted in duplicate and shall include, at a minimum to each improvement to be constructed on any lot in the Subdivision, which must the City of Jenks for a Building Permit.

the residential subdivision, and their guests and invitees, for the purpose of providing vehicular and pedestrian access to and from the various lots, to and from the public streets, and for providing entrance security facilities and decorative fencing and landscaping, and are reserved for subsequent conveyance to a Homeowners Association as set forth within the "Frazier Meadows I" declaration of covenants, conditions and restrictions. A copy of this document is on file or shall be filed of record with the County Clerk, Tulsa County, Oklahoma.

4.1.3 The Owner/Developer, for himself and his successors, hereby covenants with the individual property owners, and the Homeowners Association as set forth in Section 6 herein, which covenants shall run with the land and inure to the benefit of the individual property and the Homeowners Association, and shall be enforceable by them jointly and severally, to:

- i) Construct street surfacing extending the full length of the private streets depicted within the accompanying plat which construction shall meet or exceed the now existing specifications of the City of Jenks, applicable to minor residential public streets; and
- ii) Secure inspection of the private streets by a private engineering or inspection firm in accordance with the standard of inspection of minor residential public streets.

4.1.4 The covenants 4.1.3(i) and 4.1.3(ii) set forth herein above shall be deemed conclusively satisfied upon the Owner/Developer securing the inspection described in Section 4.1.3(ii) if that inspection confirms that the construction described in Section 4.1.3(i) is performed according to the specifications set forth therein, then after Owner/Developer secures such an inspection, Owner/Developer shall have no further duty to construct or inspect as described in Section 4.1.3.

4.1.5 The Owner/Developer acknowledges for himself and his successors in title that the City of Jenks shall have no duty to maintain any of the private streets within the residential subdivision, nor have any implied obligation to accept any subsequent tender of dedication of any private street within the residential subdivision.

4.1.6 Except with respect to facilities associated with utilities, facilities constructed within reserve areas shall be maintained by the Owner/Developer or the Homeowners Association comprised of the owners of the residential lots within the subdivision. Such maintenance shall be at the cost of the Owner/Developer or the Homeowners Association as set forth within the "Frazier Meadows I" declaration of covenants, conditions, and restrictions or by-laws, which document is or shall be filed of record with the County Clerk, Tulsa County, Oklahoma. Such maintenance shall be performed to the extent necessary to achieve reserve areas intended purpose and functions as set forth in Section 4.1.2 herein above.

4.1.7 The Owner/Developer does hereby establish and grant an easement over the areas designated as "Reserve Area A" for the purposes of constructing streets and islands for landscaping, the erection of entry gates, and fencing along street right-of-way. All reserve areas shall be owned by the Owner/Developer or the Homeowners Association and maintenance responsibility of said reserve areas, as well as the structures constructed thereon, shall be enforced and maintained by the Owner/Developer or the Frazier Meadows I Homeowners Association and all costs shall be borne by the Owner/Developer or the Homeowners Association.

23), BLOCK 4 (LOTS 5 - 17),

OCK 5 (LOTS 1 & 2)

feet with 26 feet of paving. Streets shall be public streets. Curb and gutter and extended *after than "some areas"* ed center island sign. The maximum display ed by the Architectural Committee. of Livability Space shall not include garages, ability Space for all dwellings shall be 1800. *S.F.* , stone, stucco or other materials approved in ll be built on each lot.

standards

Weatherwood composition shingles, metal or hereinafter not be reasonably available, ation by the Architectural Committee that the which is compatible with the roofing first

To Chair Dr. Scott West and Planning Commission

Case No. JZ 24-PUD 116 MI4 Frazier Meadows (1) | Public Comments

Request Minor Amendment No. 4 to provide relief for homes built under 1,800 sq ft

Frazier Meadows History

Preparer | Marcaé Hilton

ADDRESS	LOT	BLOCK	SUBDIVISION	SQ. FT.
2070 E 130th Street	10	4	Frazier Meadows	1645
2054 E 129th Street	20	2	Frazier Meadows	1645
2034 E 130th Street	1	4	Frazier Meadows	1729
2066 E 130th Street	9	4	Frazier Meadows	1729
13014 S 20th Place	1	1	Frazier Meadows	1729
12914 S 21st Place	3	5	Frazier Meadows I	1734
12918 S 21st Place	2	5	Frazier Meadows I	1750
12879 S 21st Place	4	7	Frazier Meadows	1750
12910 S 21st Place	4	5	Frazier Meadows	1771
12934 S 20th Place	6	1	Frazier Meadows	1741
12938 S 20th Place	5	1	Frazier Meadows	1751

Figure 1: FRAZIER MEADOWS BUILDING PERMIT DATA BASED ON SQUARE FOOTAGE

Public Comment and Staff Response

1. How we have gotten to the point where the builder was able to complete construction of multiple homes that did not meet the PUD standards without prior consent/relief from the council?
 - a. Multiple builders
 - b. 1800 PUD |
 - c. 1600 plat
 - d. 200 Difference of a parking stall
 - i. 1645 | 155 sq ft difference
 - ii. 1729 | 71 sq ft difference
 - iii. 1734 | 66 sq ft difference
 - iv. 1741 | 59 sq ft difference
 - v. 1750 | 50 sq ft difference
 - vi. 1751 | 49 sq ft difference
 - vii. 1771 | 29 sq ft difference
2. What is going to stop them from building phase 2,3, and 4 not up to the standard of the PUD that was approved on Tuesday night?
 - a. All Developments:

- i. Staff no longer puts the PUD language in the Deed of Dedication of the Plat.
 - ii. It is filed as an addendum to the plat by separate instrument.
3. Are you all planning on sitting down with Charlie and Schuber to let them know that this can't happen again?
 - a. Both parties have known for several weeks that the City of Jenks opened an investigation and will not be accepting any building permits for less than 1800 sq ft.
4. What is going to be done to ensure that this does not happen again?
 - a. Better communication at COJ.
 - b. Better education of processes.
 - c. Removal of PUD language within plats.
5. If it does happen again, what are the consequences going to be?
 - a. Staff only has the tools within the UDO, Residential Building Code, Fire Code and engineering.
 - b. There are several tools, but each case would be handled individually.
6. Are we just ok with builders not adhering to the standards that the city has set?
 - a. It is the goal of our City staff to enforce the standards adopted by ordinance and to refer to the documents which have been approved by resolution.
7. I simply want things to be done with integrity and transparency.
 - a. The Minor Amendment process was considered by development staff to be the most just method of moving forward with clearing the title for the homeowners/neighbors of Frazier Meadows. These community members have unknowingly been allowed to move forward with house plans that did not meet the minimum standards within the PUD.
 - b. Timing: This was a last-minute decision made by the Development Staff to remedy an issue before the end of the year.
8. We were unaware of this, and this was not discussed at the planning commission meeting. This feels like it was intentionally hidden from the public as there would be obvious pushback.
 - a. This agenda item is specifically to provide a remedy for homeowners who are not aware of a potential title issue with their home.
9. There are 11 lots seeking relief allowing them to be built under the 1800 sq ft minimum in place.
 - a. Two building permits were under review while the investigation was pending and before a decision was made by staff for a solution.
10. 11 out of 101 lots seeking relief is not a minor amendment, that is 10 percent of the homes in Frazier Meadows.
 - a. This is not about relief or forgiveness for the builder or developer.
 - b. This is about 11 homeowners/neighbors who will need relief in the future.
11. They are never forthcoming and are constantly attempting to slide amendments under the table unbeknownst to the residents.
 - a. Frazier Meadows II plat has not been filed
 - b. Staff is talking to the developer about the development standards.
 - c. At this time no amendment application has been made.
 - d. Staff does expect the developer to seek an amendment to allow for less than 1,800 sq ft.

- i. This will be a major amendment.
 1. There will be a sign posted at the entrance of the Subdivision.
 2. Everyone within 300 feet will receive a notice.
 3. A public hearing will be held at the Planning Commission hearing.
12. How will they be held accountable for the blatant disregard to the current PUD?
 - a. No other building permits for Frazier Meadows will be issued with less than 1800 sq ft of living space.
13. I am appalled that this is allowed to take place.
 - a. This was not allowed it was missed; this is just as exasperating for staff.
14. I'm also curious if Mayor Box and the council are aware that this is how business is being conducted?
 - a. City Council and Planning Commission receive updates on planning matters and were given the memo outlining the square footage issue at Frazier Meadows 1.
15. I am formally requesting that this item be pulled from the consent agenda and opened up to the public for comment.
 - a. Items on consent may be pulled and discussed by staff or the presiding board/council in this case the Planning Commission. But cannot be opened to the public.
16. Why was the public or the residents of our neighborhood not notified?
 - a. Minor Amendments are not noticed to the public.
17. Prime example of the concerns we had on the moving forward of Frazier meadows 3&4.
 - a. Thank you for your concerns, staff, council and the developer are aware of the concerns.
 - b. The inspections department will keenly aware as these Frazier developments move forward.
 - c. They will have correct documents to use for building permit approvals.

Livability Space is defined as the heated/cooled space that can be occupied and used for living purposes. Generally, this would include any living areas such as bedrooms, living rooms, kitchens, and bathrooms as well as common areas like hallways, entries, and closets that are used as part of everyday living.

Comments | In order to clear the title for the 11 (eleven) homes that did not meet the 1,800 sq ft minimum requirement. Staff recommends a minor amendment, as determined by the UDO standards below, to PUD 116 specific to the lots identified in the plat exhibit.

(J) Amendments to Approved Planned Unit Development.

(1) Determination of Level of Change. Upon receiving a Planned Development Amendment application, the City Planner shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria detailed in section 16-9-8(J)(2) and section 16-9-8(J)(3) below.

(2) Major Amendment. A major amendment is any proposed change to an approved major or minor planned development that results in one or more of the following changes:

- (a) Increase density,*
- (b) Increase the height of buildings,*
- (c) Reduce open space by more than five percent,*
- (d) Modify the proportion of housing types,*
- (e) Change parking areas in a manner that is inconsistent with this UDO,*

- (f) Increase the approved gross floor area by more than 500 square feet,*
- (g) Alter alignment of roads, utilities, or drainage, or*
- (h) Result in any other change inconsistent with any standard or condition imposed by the City Council in approving the Planned Unit Development and/or the approved site plan, as determined by the City Planner.*

(3) Minor Amendment. A minor amendment is any proposed change to an approved Planned Unit Development that is consistent with the standards and conditions upon which the Planned Unit Development was approved, which does not alter the concept or intent of the Planned Unit Development and is not considered a major amendment as detailed in section 16-9-8(J)(2).

(4) Approval Processes. A major amendment to an approved Planned Unit Development shall follow the procedure set in section 16-9-8(E)(F), and (G). A minor amendment to an approved Planned Unit Development may be approved by the Planning Commission.

Recommendation | Staff recommends approval of the Minor Amendment request to allow for a minimum square footage of less than 1,800 sq. ft. on the lots identified as follows:

Block 1, Lot 1, 5, 6

Block 2, Lot 20

Block 4, lot 1, 9, 10

Block 5, Lot 2, 3, 4

Block 7, Lot 4



FRAZIER MEADOWS I

PLANNED UNIT DEVELOPMENT NO. 116
 PART OF THE SE/4 OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 13 EAST,
 AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA
 8 BLOCKS, 101 LOTS

UNPLATTED JZ 21-PUD 116 MINOR AMENDMENT NO. 1

BLOCK 1 SQUARE FEET

LOT NO.	SQ. FT.
1	8,756.68
2	7,560.00
3	7,560.00
4	7,560.00
5	7,560.00
6	7,560.00
7	8,460.00
8	7,560.00
9	7,560.00
10	7,560.00
11	7,560.00
12	9,350.01
13	7,560.00
14	7,068.73

BLOCK 2 SQUARE FEET

LOT NO.	SQ. FT.
1	7,200.00
2	7,200.00
3	7,200.00
4	7,264.77
5	13,611.69
6	14,012.47
7	7,324.18
8	7,200.00
9	7,200.00
10	7,300.00
11	7,200.00
12	7,200.00
13	7,200.00
14	14,012.86
15	11,212.67
16	7,200.00
17	7,200.00
18	7,200.00
19	7,200.00
20	7,267.28
21	10,342.43
22	10,631.89
23	8,400.00

BLOCK 3 SQUARE FEET

LOT NO.	SQ. FT.
1	9,724.71
2	7,900.00
3	7,800.00
4	7,800.00
5	7,800.00
6	7,800.00
7	7,800.00
8	7,800.00
9	7,800.00
10	7,800.00
11	9,063.73
12	10,189.70
13	8,355.11
14	8,765.11
15	8,765.11
16	8,765.11
17	8,765.11
18	8,765.11
19	8,765.11
20	8,355.11
21	8,765.11
22	8,765.11
23	16,279.72

BLOCK 4 SQUARE FEET

LOT NO.	SQ. FT.
1	6,849.14
2	6,819.67
3	7,486.64
4	6,994.50
5	7,486.64
6	6,994.50
7	7,486.64
8	6,994.50
9	7,486.64
10	6,994.50
11	8,159.61
12	6,885.97

BLOCK 5 SQUARE FEET

LOT NO.	SQ. FT.
1	10,781.39
2	6,963.73
3	7,200.00
4	6,250.00
5	7,200.00
6	7,200.00
7	7,200.00

BLOCK 6 SQUARE FEET

LOT NO.	SQ. FT.
1	8,438.32
2	7,200.00
3	7,200.00
4	7,200.00
5	7,200.00
6	7,200.00
7	7,200.00

BLOCK 7 SQUARE FEET

LOT NO.	SQ. FT.
1	8,369.10
2	8,040.00
3	8,040.00
4	8,040.00
5	8,040.00
6	8,530.25

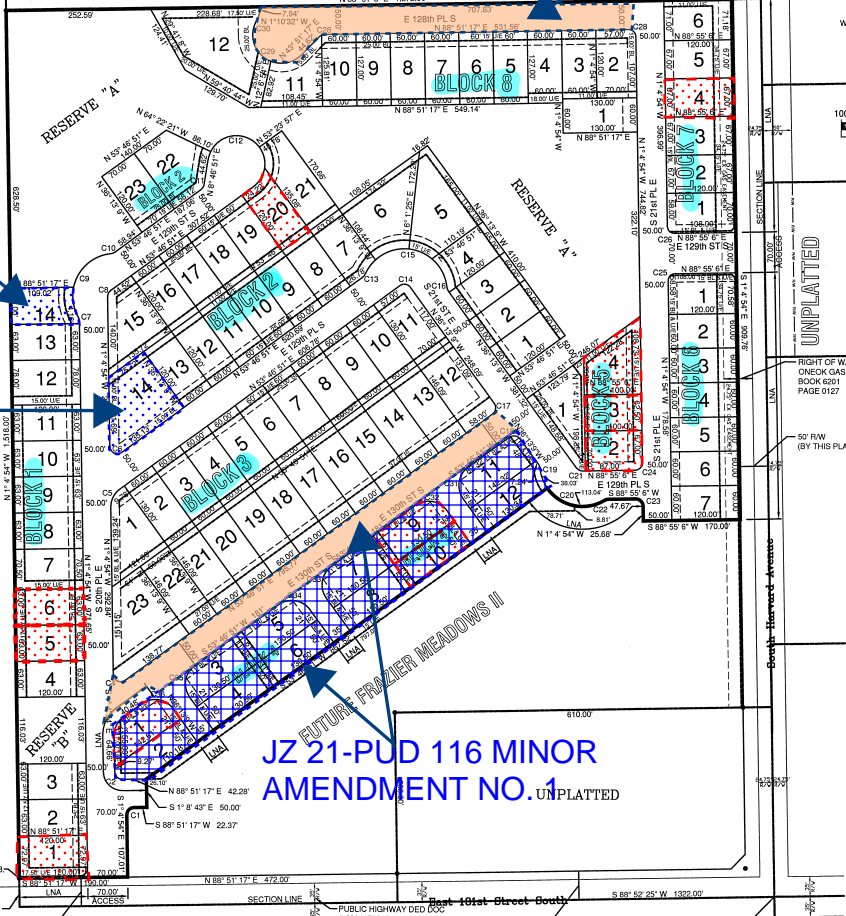
BLOCK 8 SQUARE FEET

LOT NO.	SQ. FT.
1	7,800.00
2	8,366.64
3	7,200.00
4	7,800.00
5	7,800.00
6	7,800.00
7	7,800.00
8	7,800.00
9	7,800.00
10	7,800.00
11	8,978.81
12	23,886.81

CURVE DATA TABLE

NO.	RADIUS	CURVE LENGTH	CHORD LENGTH	DELTA
C1	13.00	20.41	18.37	89°56'11"
C2	13.00	20.43	18.29	90°03'49"
C3	37.00	35.43	34.09	84°51'46"
C4	13.00	28.39	23.08	123°08'41"
C5	38.00	36.39	35.01	84°51'46"
C6	13.00	28.39	23.08	123°08'41"
C7	13.00	6.57	6.97	28°57'16"
C8	13.00	12.45	11.98	64°51'46"
C9	75.00	149.34	125.86	114°05'25"
C10	13.00	6.87	6.79	30°16'22"
C11	13.00	10.21	9.85	44°59'69"
C12	50.00	196.39	92.39	225°00'00"
C13	13.00	6.87	6.79	30°16'22"
C14	13.00	20.42	18.38	89°56'09"
C15	75.00	107.66	145.07	130°24'23"
C16	13.00	6.87	6.79	30°16'22"
C17	13.00	20.42	18.38	89°56'09"
C18	13.00	20.42	18.38	90°00'00"
C19	13.00	6.87	6.79	30°16'22"
C20	75.00	151.07	126.79	115°24'29"
C21	13.00	12.45	11.98	64°51'46"
C22	13.00	6.57	6.79	30°16'22"
C23	13.00	20.42	18.38	90°00'00"
C24	13.00	20.42	18.38	89°56'09"
C25	12.00	18.85	18.97	90°00'00"
C26	12.00	18.85	18.97	89°56'09"
C27	13.00	20.43	18.39	90°03'49"
C28	13.00	10.21	9.95	44°59'69"
C29	50.00	147.57	99.55	169°00'11"
C30	25.00	14.89	14.67	30°00'01"
C31	40.00	62.83	56.57	90°00'00"
C32	40.00	62.83	56.57	90°00'00"
C33	40.00	62.83	56.57	90°00'00"
C34	40.00	62.83	56.57	90°00'00"
C35	40.00	62.83	56.57	90°00'00"
C36	40.00	62.83	56.57	90°00'00"

JZ 24-PUD 116 M12
 JZ 24-PUD 116 M13



FINAL PLAT
 CERTIFICATE OF APPROVAL
 I hereby certify that this plat was approved by the Jenks City Council on April 20, 2022
 Mayor, Vice Mayor
 City Manager

MONUMENT NOTES
 3/8" IP WITH CAP
 AT ALL LOT CORNERS

BENCHMARK
 THE DATUM IS
 NAVD88

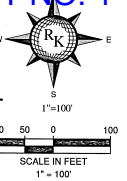
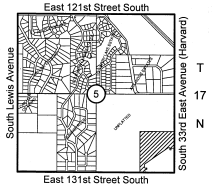
OWNER
 Frazier Meadows, LLC
 10545 South Memorial Drive
 Tulsa, Oklahoma 74133

ENGINEER
 RK and Associates, PLC
 4815 South Harvard Ave. Ste. 290
 Tulsa, Oklahoma 74135
 Richard Kosman, P.E.
 Phone: 918(277-4784)
 rkosman@rsbcglobal.net
 Certificate of Authorization No. 4831
 Expires June 30, 2022

SURVEYOR
 Cliff Bennett, PLS
 Bennett Surveying, Inc.
 P.O. Box 816
 Chouteau, Oklahoma 74337
 Phone: 918(935-0350)
 cliff@bennettsurveying.com
 Certificate of Authorization No. 4502
 Expires June 30, 2022



RED LOTS = HOMES LESS THAN 1,800 SQ FT Minor Amendment No. 4
BLUE = MINOR AMENDMENTS
PEACH IS SPECIFIC TO MINOR AMENDMENT NO. 1



CERTIFICATE
 I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$35,660.00 per tract receipt no. 17107 to be applied to 2022 taxes. This certificate is NOT to be construed as payment of 2022 taxes in full but is given in order that this plat may be filed on record. 2022 taxes may exceed the amount of the security deposit.
 Date: 03/21/2022
 John M. Fothergill
 Tulsa County Treasurer
 By: [Signature]

LEGAL DESCRIPTION
 A TRACT OF LAND BEING IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4, SE/4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE S88°52'25" W ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 1322.00 FEET TO A POINT; THENCE N01°04'54" W FOR A DISTANCE OF 96.00 FEET TO THE POINT OF BEGINNING; THENCE N01°04'54" W FOR A DISTANCE OF 1518.00 FEET; THENCE S88°51'08" E FOR A DISTANCE OF 1272.00 FEET; THENCE S01°04'54" E FOR A DISTANCE OF 909.76 FEET; THENCE S88°55'06" W FOR A DISTANCE OF 170.00 FEET; THENCE N01°04'54" W FOR A DISTANCE OF 25.68 FEET; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.42 FEET, A CHORD BEARING OF 18.38 FEET, AND A CHORD BEARING OF N49°04'54" W; THENCE S88°55'06" W FOR A DISTANCE OF 47.67 FEET; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 13.00 FEET, A LENGTH OF 6.87 FEET, A CHORD BEARING OF 6.79 FEET, AND A CHORD BEARING OF S77°46'55" W; THENCE AROUND A CURVE TO THE RIGHT, WITH A RADIUS OF 75.00 FEET, A LENGTH OF 113.94 FEET, A CHORD BEARING OF 102.64 FEET, AND A CHORD BEARING OF N78°10'34" W; THENCE S53°46'51" W FOR A DISTANCE OF 867.52 FEET; THENCE S01°08'47" E FOR A DISTANCE OF 50.00 FEET; THENCE S88°51'17" W FOR A DISTANCE OF 22.23 FEET; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.41 FEET, A CHORD BEARING OF 18.37 FEET, AND A CHORD BEARING OF S49°51'17" W; THENCE S01°04'54" E FOR A DISTANCE OF 107.01 FEET; THENCE S88°51'17" W FOR A DISTANCE OF 1860.00 FEET TO THE POINT OF BEGINNING, AREA CONTAINING 32.5 ACRES, MORE OR LESS.

LEGEND
 U/E = UTILITY EASEMENT
 W/E = WATER LINE EASEMENT
 L/E = LANDSCAPE EASEMENT
 R/W = RIGHT OF WAY
 BL = BUILDING LINE
 LNA = LIMITS OF NO ACCESS
 ACC = LIMITS OF ACCESS
 POB = POINT OF BEGINNING
 ODE = OVERLAND DRAINAGE EASEMENT
 F/E = FENCING EASEMENT
 P/R W = PIPE LINE RIGHT OF WAY
 R/W DED = RIGHT OF WAY DEDICATION PER COVENANTS

Deed of Dedication and Restrictive Covenants Frazier Meadows I

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Frazier Meadows I, LLC, an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer," is the Owner/Developer of the following described land in the City of Jenks, Tulsa County, State of Oklahoma, to wit:

A TRACT OF LAND BEING IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE4, SE4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5, THENCE S88°52'25"W ALONG THE SOUTH LINE OF SAID SECTION 5 FOR A DISTANCE OF 1222.00 FEET TO A POINT, THENCE N01°04'54"W FOR A DISTANCE OF 510.00 FEET TO THE POINT OF BEGINNING, THENCE N01°04'54"W FOR A DISTANCE OF 1518.00 FEET, THENCE N88°51'08" FOR A DISTANCE OF 1272.00 FEET, THENCE S01°04'54" W FOR A DISTANCE OF 809.76 FEET, THENCE S88°50'59"W FOR A DISTANCE OF 170.00 FEET, THENCE N01°04'54"W FOR A DISTANCE OF 25.98 FEET, THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.42 FEET, A CHORD DISTANCE OF 18.38 FEET, AND A CHORD BEARING OF N86°04'54"W, THENCE S88°50'59"W FOR A DISTANCE OF 47.67 FEET, THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.42 FEET, A CHORD DISTANCE OF 18.38 FEET, AND A CHORD BEARING OF S73°46'55"W, THENCE AROUND A CURVE TO THE RIGHT, WITH A RADIUS OF 75.00 FEET, A CHORD DISTANCE OF 120.79 FEET, AND A CHORD BEARING OF N83°01'01"W, THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 8.87 FEET, A CHORD DISTANCE OF 7.79 FEET, AND A CHORD BEARING OF N21°04'58"W, THENCE N89°13'39"W FOR A DISTANCE OF 21.24 FEET, THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 19.92 FEET, A CHORD DISTANCE OF 18.03 FEET, A CHORD BEARING OF N82°20'33"W, THENCE N83°10'59"W FOR A DISTANCE OF 50.00 FEET, THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.42 FEET, A CHORD DISTANCE OF 18.38 FEET, AND A CHORD BEARING OF N02°40'51"E, THENCE N83°10'59"W FOR A DISTANCE OF 131.09 FEET, THENCE S85°46'51"W FOR A DISTANCE OF 731.00 FEET, THENCE N83°10'59"E FOR A DISTANCE OF 151.19 FEET, THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 28.39 FEET, A CHORD DISTANCE OF 23.08 FEET, AND A CHORD BEARING OF S83°30'11"E, THENCE S84°28'11"W FOR A DISTANCE OF 20.21 FEET, THENCE AROUND A CURVE TO THE RIGHT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.42 FEET, A CHORD DISTANCE OF 18.37 FEET, AND A CHORD BEARING OF N85°55'49"W FOR A DISTANCE OF 40.00 FEET, THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 37.00 FEET, A LENGTH OF 34.82 FEET, A CHORD DISTANCE OF 33.55 FEET, AND A CHORD BEARING OF S08°49'50"W, THENCE S10°14'54"W FOR A DISTANCE OF 17.17 FEET, THENCE AROUND A CURVE TO THE RIGHT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.43 FEET, A CHORD DISTANCE OF 18.39 FEET, AND A CHORD BEARING OF S48°09'48"E, THENCE N88°51'17"E FOR A DISTANCE OF 40.00 FEET, THENCE S01°04'54"W FOR A DISTANCE OF 80.00 FEET, THENCE S88°51'17"W FOR A DISTANCE OF 20.21 FEET, THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.41 FEET, A CHORD DISTANCE OF 18.37 FEET, AND A CHORD BEARING OF N88°51'17"E FOR A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING. AREA CONTAINING 26.74 ACRES, MORE OR LESS.

And does hereby certify that the Owner/Developer has caused the same above described land to be surveyed, staked, plotted, delineated and subdivided into lots, blocks, One Hundred (100) Lots, Reserves "A" & "B", and Streets in conformity with the accompanying plat and has designated the same as "Frazier Meadows I", an addition to the City of Jenks, Tulsa County, State of Oklahoma (the "Subdivision").

Now, therefore, the Owner/Developer, for the purpose of providing for the orderly development of the Subdivision and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner/Developer, its successors, grantees and assigns, and the beneficiaries of the covenants set forth in Section 1 below, with respect to such covenants, only, does hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be enforceable by the Owner/Developer or owners of any property within the Subdivision and by the beneficiaries of the covenants set forth in Section 1 below, with respect to such covenants only:

Section 1 Streets and Utility Easements

1.1 The Owner/Developer does hereby declare to public the north and west 50 feet from the section lines including East 131st Street South and South Harvest Ave. use for streets and utility purposes including the utility easements as depicted on the accompanying plat as "UE" or "Utility Easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transmission lines, water lines and cable television lines, together with all things, including poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other improvements thereto, and the beneficiaries of the covenants set forth in Section 1 below, with respect to such covenants, only, does hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be enforceable by the Owner/Developer or owners of any property within the Subdivision and by the beneficiaries of the covenants set forth in Section 1 below, with respect to such covenants only:

1.2 All streets shall be graded, base material applied and surface paved in accordance with the engineering design standards of the City of Jenks, to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, and drainage structures constructed in accordance with the approved plans to file in the office of the city engineer by the Owner/Developer, at its expense, and in compliance with the engineering design standards of the City of Jenks.

1.1 Electric, Telephone, Cable Television and Other Utility Services

1.1.1 Street light poles and standards shall be served by underground cable. All supply lines in the Subdivision, including electric, telephone, cable television and gas lines shall be located underground. In the easement-ways dedicated for general utility services and in the public streets as depicted on the Plat, Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

1.1.2 Underground service lines to all structures which may be located within the subdivision may be run from the nearest service pedestal, gas main or transformer to the point of usage determined by the location of construction of such structures as may be located upon the lot provided that, upon installation of a service line to a particular building, the supplier of the service shall thereafter be deemed to have a definitive, permanent and effective right-of-way easement on the lot, covering a five-foot strip extending 2.5 feet on each side of the service line, extending from the service pedestal to the main or transformer to the service entrance on the structure. This easement shall terminate when said service line is no longer in use by the supplier.

1.1.3 The supplier of electric, telephone, cable television, gas and other utility services, through its agents and employees, 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 purposes of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television, or gas facilities or other utility services installed by the supplier of the utility service.

1.1.4 The owner of the lot shall be responsible for the protection of the underground electric, telephone, cable television, gas and other utility service facilities located on their property, and shall prevent the alteration of grade or any construction activity which may interfere with the electric, telephone, cable television, gas and other utility service facilities. 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 or his agents or contractors. Said alterations of grade and limitation of construction activities shall be limited to easements and does not apply to areas outside of the easements designated on the Plat.

1.1.5 The foregoing covenants concerning underground electric, telephone, cable television facilities and other services shall be enforceable by the supplier of the electric, telephone, cable television service or other services, and the owner of the lot agrees to be bound hereby.

1.1.6 The ONEOK Gas Transportation, L.L.C. 50 Foot wide pipeline Right-of-Way as shown on the face of the plat and referenced by Book 6201 Page 1127 shall be for the exclusive use of the pipeline right-of-way holder and shall not be used by any other utility provider without written consent of the easement holder. No sale, lease, pool, building or other structure of permanent nature may be constructed upon or over said easement without written consent of the easement holder.

1.2 Water and Sanitary Sewer Service

1.2.1 The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on his lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, or public sanitary sewer main. Waterlines less than 8" diameter and sanitary sewer lines less than 6" diameter are private service lines and the ownership, maintenance, repair, removal and/or replacement shall be the responsibility of the lot owner served by said service lines. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contour of existing ground upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. Further, each owner shall pay for damages or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors, including but not limited to damages, repair or relocation caused by the alteration of grade.

1.2.2 The City of Jenks, or its successors, will be responsible for ordinary maintenance of public water main, or public sewer mains, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

1.2.3 The City of Jenks or its successors through its proper agents and employees shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.

1.2.4 The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Jenks or its successors, and the owner of each lot agrees to be bound hereby.

1.3 Gas Service

1.3.1 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.

1.3.2 The owner of each lot shall be responsible for the protection of the underground gas facilities located on their lot, and 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 their agent or contractors.

1.3.3 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.

1.4 Landscaping and Other Improvements within Easements

1.4.1 The owner of the lot affected shall be responsible for the repair of any landscaping, paving, interior fencing or other improvements affected by necessary maintenance of water, sewer, natural gas, communication, cable television, or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the City of Jenks, Oklahoma or supplier of utility service shall use reasonable care in the performance of such activities.

1.4.2 The Frazier Meadows Homeowners Association shall be responsible for Perimeter Fencing along East 131st Street South & South Harvest Avenue including Entrance Fencing, Landscaping & Utilities associated with (Entrance Signage, Lighting, Irrigation & Landscaping).

1.5 Streets

1.5.1 Minimum right-of-way width on the main collector street will be 50 feet. All streets shall be graded, base material applied and surface paved in accordance with the engineering design standards of the City of Jenks, to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, and drainage structures constructed in accordance with the approved plans on file in the office of the city engineer by the Owner/Developer, at its expense, and in compliance with the engineering design standards of the City of Jenks.

Section 2 Planned Unit Development Restrictions

2.1 "Frazier Meadows I" was filed as a planned unit development (Designated as PUD No 116) which was approved by the City of Jenks City Council on May 23rd, 2021. The planned unit development provisions of the City of Jenks zoning code, require the establishment of covenants of record to run and be enforceable by the City of Jenks, sufficient to assure the continued compliance and continued maintenance with the PUD, and any amendments thereto. The Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Jenks, Oklahoma.

2.2 Therefore, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

2.1 Planned Unit Development Standards

2.1.1 Land Area: 32.51 Acres

Maximum number of dwellings units:	101
Minimum lot width Block 1, 2, 3, 5, 6, 7 & 8:	40 ft.
Minimum lot width Block 4:	50 ft.
Minimum lot area:	6,200 sq. ft.
Minimum Livability Space:	1,600 sq. ft.
Maximum building height:	35 ft.

2.1.2 Minimum yard requirements:

BLOCK 1, BLOCK 2, BLOCK 3, BLOCK 4, BLOCK 7, BLOCK 8	25 ft.
Front yard (BLOCK 3, LOTS 12 - 23)	37 ft.
Front yard (BLOCK 4, LOTS 1 - 12)	15 ft.
Front yard (BLOCK 5, LOTS 2 - 4)	15 ft.
Front yard (BLOCK 8, LOT 11)	15 ft.
Side yard	5 ft.
Endeater side yard	15 ft.
Rear yard	20 ft.
BLOCK 6, BLOCK 7	15 ft.
Front yard	25 ft.
Front yard to garage	20 ft.
Side yard	5 ft.
Endeater side yard	15 ft.
Rear yard	35 ft.

2.1.4 Foundation/Stem walls: Foundation and stemwalls shall be covered with brick, stone, stucco or other materials approved by the Architectural Committee. No exposed stem walls.

2.1.5 Masonry: The first floor of each dwelling will have 100% masonry, not including windows and beneath covered porches. No Steel, Aluminum or Plastic Siding shall be permitted on any Building or any Residential Lot.

2.1.6 Interior fencing or walls shall not extend beyond each corner of the residence. Corner lots shall be permitted to extend fencing in a side yard abutting a public street to a point no closer than 7' 6" of the property line. Exterior fences along South Harvest Ave. & East 131st Street shall be established with Masonry or Block Piers.

2.1.7 All Single Family Dwelling Units shall have a minimum of 1,600 square feet of finished living area.

Section 3 Surface Drainage

3.1 Surface Drainage - Each 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/her lot. The foregoing covenants set forth in this sub-section shall be enforceable by any affected lot owner or by the City of Jenks, Oklahoma.

Section 4 Reserve Areas, Perimeter Fencing and Landscaping

4.1 Reserve Area "A"

4.1.1 For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Jenks, OK, the owner/developer does hereby establish and grant perpetual utility and drainage easement on, over, and across Reserve "A", except for area constructed with Swimming Pool and Community Center. Reserve "A" shall also be used for Clubhouse, Swimming Pool, Community Center, Open Green Space, Walkways and Vehicle Parking.

4.1.2 In the event the Owner/Developer or the Homeowners Association, after receipt of a statement of costs, fails to pay the cost of maintenance applicable to Reserve "A" as above set forth, the City of Jenks, OK, may file of record a copy of the statement of costs. Thereafter, the costs shall be a lien against each residential lot within Frazier Meadows I. Provided however, the lien against each residential lot shall be limited to 1/148th of the costs. The City of Jenks or the Jenks Public Works Authority may then collect such costs by adding such costs to residential lot owner's water billing fees within Frazier Meadows I.

4.1.3 A lien established as above provided may be foreclosed by the City of Jenks, Oklahoma.

4.1.4 In addition to above described purposes and restrictions of Reserve "A", this area shall additionally serve as recreational open space for residents of Frazier Meadows I, and access to utilities.

4.1.5 Clubhouse & Community Center shall meet the same Design Requirements of the Houses and be of compatible Architectural Design.

4.2 Reserve Area "B"

4.2.1 For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Jenks, OK, the owner/developer does hereby establish and grant perpetual utility and drainage easement on, over, and across Reserve "B". Reserve "B" shall also be used as a recreational open space Playground and/or Park.

4.2.2 In the event the Owner/Developer or the Homeowners Association, after receipt of a statement of costs, fails to pay the cost of maintenance applicable to Reserve "B" as above set forth, the City of Jenks, OK, may file of record a copy of the statement of costs. Thereafter, the costs shall be a lien against each residential lot within Frazier Meadows I. Provided however, the lien against each residential lot shall be limited to 1/148th of the costs. The City of Jenks or the Jenks Public Works Authority may then collect such costs by adding such costs to residential lot owner's water billing fees within Frazier Meadows I.

4.2.3 A lien established as above provided may be foreclosed by the City of Jenks, Oklahoma.

4.2.4 In addition to above described purposes and restrictions of Reserve "B", No Buildings shall be constructed in this area.

4.2.5 Fencing

4.3 Conveyance and Maintenance of All Reserve Areas

4.3.1 All Reserve Areas shown on the accompanying Plat are reserved for subsequent conveyance to a Homeowners Association comprised of the owners of residential lots within the subdivision as set forth under Section 6. The Homeowners Association shall perform all maintenance to all areas reserved to the intended purpose of each Reserve Area. Maintenance shall be at the cost of the applicable Homeowners Association as set forth under Section 6.

Section 5 Limits of No Access

5.1 The Owner/Developer and each owner of a lot hereby relinquishes rights of vehicular ingress or egress from any portion of the property within the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying plat, with "Limits of No Access" may be amended or released by the Jenks planning commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

Section 6 Homeowners Association

6.1 Frazier Meadows Homeowners Association: The Owner/Developer shall cause to be formed in conjunction with "Frazier Meadows I" an association of the owners of the lots within this plat hereinafter referred to as the "Frazier Meadows Homeowners Association" to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas including, but not without limitation, common areas, landscaping, fencing, reserves, detention facilities, and enhancing the value, desirability and attractiveness, as well as the maintenance of the right of way along and adjacent to the property along 131st Street.

6.2 Membership: Every person or entity who is a record of the fee interest of a lot shall be a member of the Frazier Meadows Homeowners Association. Membership shall be mandatory and appurtenant to all lots and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Frazier Meadows Homeowners Association as of the date of its incorporation, or as in time of the date of recording of the deed, whichever occurs last.

6.3 Covenant of Association: The owner and each subsequent owner of a lot, by acceptance of a deed therefor, covenants and agrees to pay to the Frazier Meadows Homeowners Association dues and assessments to be established by the Owner/Developer or the board of directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot. Notwithstanding anything herein to the contrary, Owner/Developer shall not be obligated to pay any assessment on any lot within Frazier Meadows owned by the Owner/Developer until the Class B Membership as provided in the By-Law of the Homeowners Association shall have terminated.

6.4 Uniform Rate of Assessment: Both annual and special assessments shall be fixed at a uniform rate for each lot, provided however, that Lots owned by the Developer shall not be subject to assessment during Developer's ownership of the Lot.

6.5 Certificate of Assurance: The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners Association setting forth whether the assessments on a specified Lot has been paid in full. A properly executed certificate of the Homeowners Association as to the status of assessments on a Lot is binding upon the Homeowners Association as of the date of its issuance.

6.6 Non-payment Remedies: An assessment which is not paid when due shall be delinquent and shall constitute a lien on the Lot against which the assessment is made. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest per annum as set by the Board of Directors from time to time, not to exceed the maximum rate of interest allowed by law, and the Homeowners Association may bring a civil law against the owner personally obligated to pay the assessment, together with interest, on the date of such assessment, and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, or abandonment of his lot.

6.7 Certain Rights of the Association: Without limitation of such powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a property owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a property owner.

Section 7 Architectural Committee and Private Restrictions

7.1.1 An Architectural Committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. The Owner/Developer and his approved shall be the designated Architectural Committee. If the Owner/Developer is unable to fulfill this duty, his designated heirs and assigns will serve as the Architectural Committee. The Owner/Developer or committee may appoint additional members. At a point agreeable to Owner/Developer, a duly elected Architectural Committee shall be formed consisting of members of the Frazier Meadows I Homeowners Association. No building, fence, wall, tree-planting mailbox or any other improvements or structure may be commenced, erected, constructed or placed on any lot in the Subdivision without the written approval of the Architectural Committee. The Architectural Committee shall be submitted and approved in accordance herewith shall be submitted in duplicate and shall include, at a minimum, the following, as applicable, with regard to each improvement to be constructed on any lot in the Subdivision, which shall be approved in writing prior to submitted to the City of Jenks for a Building Permit.

- i) An accurate site plan including structure designs
- ii) All square footage shall be stated on the building plans submitted to the Architectural Committee;
- iii) Any other plans or information requiring the approval of the City or the Jenks Planning Commission pursuant to Section II of this Deed of Dedication;
- iv) Details regarding the composition of all roofing and external building materials, including color schemes;
- v) Drainage and grading plans, and
- vi) Any other plans or details required by the Architectural Committee.

In passing upon such plans, specifications, plot plans, drainage and grading plans, the Architectural Committee may take into consideration the suitability of the proposed building or other structures and of the material of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surrounding buildings and lots and the effect of the building or other structures as planned on the view from the adjacent or neighboring lots.

7.1.2 In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the above named members, and shall newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted as herein required within twenty (20) days after such submission, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of its 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 erected, and the harmony thereof with the surrounding area.

7.1.3 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 hereinafter authorized to grant the particular waiver.

7.2 Carports are not permitted.

7.3 FENCING:

7.3.1 All fencing plans including material must be pre-approved by the Architectural Committee.

7.3.2 Fences may not exceed 6 feet in height, except developer-installed perimeter fence.

7.3.3 Interior fencing or walls shall not extend beyond each corner of the residence. Corner lots shall be permitted to extend fencing in a side yard abutting a public street to a point no closer than 7' 6" of the property line. There shall be concrete curbing along the entire length of the subdivision perimeter fencing. Fence to be capped and trimmed and built using steel posts.

7.3.4 Perimeter fencing along Harvest Avenue and East 131st Street shall be completed prior to release of any occupancy permits.

7.4 DRIVEWAYS:

7.4.1 Driveway width shall not exceed the overall width of the garage. Building plans and/or all requests must be approved by Architectural Committee.

7.4.2 Driveways are required on each lot, and shall be constructed of all weather surfaces such as concrete, brick, or other masonry materials acceptable to the Architectural Committee. Driveways must extend from street to garage door opening.

7.5 Pre-existing Buildings: No pre-existing or off-site pre-built residence or building may be moved onto any lot, provided however, that the Owner/Developer of the subdivision, may maintain a sales office in a temporary structure for the sale of lots in the subdivision.

7.6 Out Buildings: No outbuildings or accessory buildings are allowed without the written permission from the Architectural Committee. If approved by the Architectural Committee, all outbuildings and accessory buildings must be constructed utilizing the same exterior materials, design and colors as the primary residence.

7.7 Pools: Above ground swimming pools are prohibited. Pools must be in-ground with spas in or above ground. Lots with in-ground swimming pools shall have sufficient security fencing as required by City of Jenks Code or any other city, county, state or other law or regulation applicable thereto. Swimming pool and/or equipment shall be shielded from view from the street and adjacent lots.

7.8 Antennas: No exterior radio or television tower, aerial or antenna shall be located upon any lot, provided however, a satellite dish no greater than 3 feet in diameter may be installed with the approval of the Architectural Committee, provided further, no more than one satellite dish shall be installed upon each lot and shall be located only on the active side and shall not be visible from the street. The location of any such satellite dish must be approved by the Architectural Committee and shall be, wherever possible, such that the satellite dish is not visible from any public or private street.

7.12 Roof Mounted Equipment: Roof mounted equipment, including mechanical, air conditioning is not allowed. This provision excludes satellite dishes and solar equipment.

7.13 Recreational Vehicles: No campers, boats, trailers, motor homes or other recreational vehicles or inoperative vehicles shall be parked or stored in the subdivision for a period to exceed 48 hours except within an enclosed garage which garage door must be closed except for normal opening and closing. The driveway must be closed for temporary storage exceeding 48 hours.

7.14 Athletic and Recreational Equipment: Basketball goals allowed in driveway no greater than 10 feet from garage (side of drive by garage), swing sets, soccer goals, trampolines or other playground equipment are not allowed in the front yards or side yards without written consent of Architectural Committee. These items may be placed in the back yard if the yard area is enclosed with an appropriate fence, as described in Section 2.2 - General.

7.15 Clean Lots: Each lot shall be maintained in a neat and orderly manner free of clutter, rubbish, trash or other debris and shall be cut, trimmed, mowed to prevent growth of weeds or tall grass. Grass and landscaping shall be maintained on a regular basis. Trash containers, except during periods of collection, shall be stored out of view from the public and from adjoining property owners. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot.

7.16 Clothes Lines: Exposed clothes line poles or outdoor clothes drying apparatus are not permitted on any lot.

7.17 Upkeep: All structures, landscaping, and improvements shall be maintained in good condition and in good repair at all times. In case of a dispute concerning these matters, the decision of the Architectural Committee or the officers and directors of the Homeowners Association shall be final.

7.18.1 Signs: No sign shall be displayed to public view on any lot other than those announcing the sale of the home or lot by the homeowner, developer, builder, or a realtor. These signs shall not exceed standard size. Political and school-related signs less than four (4) square feet are allowed as per the City of Jenks sign ordinance. Any other exception must be approved by the Architectural Committee.

7.18.2 Signs: One entry identification sign on each side of the entry and a double-sided center island sign. The maximum display surface shall be 32 square feet per sign surface.

7.19 Mailbox: So long as a rural type mailbox is in use under this plat by the United States Postal Service, all mailboxes and mailbox pedestals shall 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 6 inches from the face of the curb and 6 feet from the inside edge of a driveway. "Inside edge" shall mean the edge of the driveway that borders the largest contiguous lot area. The bottom height of the mailbox shall be 38 inches from street level. A mailbox may be located on an adjacent property if required by Post Office Rules. All mailboxes shall be architecturally congruent with the house and must be approved by the Architectural Committee.

7.20 Rooftop Protrusions: Sheet metal, aluminum vents, flue liner terminators, chimney caps, or other rooftop protrusions shall be painted to match shingles.

7.21 Roof Material: Roofing shall be self-sealing 30 year Altisol or similar Weatherwood composition shingles, metal or slate tile or equivalent providing, however, in the event such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon a determination by the Architectural Committee that the proposed alternative is of comparable or better quality of a design and quality which is compatible with the roofing first described.

7.22 Roof Pitch: Residences shall have a roof pitch of at least 4:12 over 80% of the roof area. Provided, however, the Architectural Committee may waive this restriction for an area of the roof not to exceed 20%. This criteria is primarily intended for dormers and back covered patios.

7.23 Storage and Materials: No lot shall be used for the storage of materials for greater than thirty (30) days prior to the start of construction. Construction shall be complete within twelve (12) months. The owner of the lot shall be responsible for maintaining the lot in a neat and orderly condition at all times.

7.24 Drainage: Each property owner shall consult and follow the final grading plan filed at the City of Jenks. It is the responsibility of the property owner to ensure their lot is graded in accordance with said grading plan. If it is discovered that a lot has not been graded properly, the non-compliant property owner must make immediate changes to bring said lot into compliance with the drainage plan.

7.25 Retaining Walls: Retaining walls shall be brick, stone, stucco or decorative concrete block. The Architectural Committee shall make final decisions on materials authorized for use in retaining walls.

7.26 Washing out of Concrete Trucks or Concrete Spills: Ready mix concrete trucks may wash out only at a location approved by Owner/Developer. Property owners shall be responsible to other property owners for assuring that concrete delivered to their lot remains on their lot. The property owner shall be held responsible for cleanup if concrete delivered to a lot is spilled or washed onto streets or other lots.

7.27 Garbage: Garbage and trash cans shall be concealed from street view, except within 24 hours of curbside collection.

7.28 Animals: Common household pets may be kept provided that they are not bred or maintained for commercial purposes, and so long as they do not pose a threat or create a nuisance to the neighbors. All pets shall be restrained in such a manner to prevent them entering upon neighboring lots. When outside the lot in which the pet resides, or in the common areas of the subdivision, all pets are to be accompanied by their Owner or Owner's family member or guest and are to be on a leash. The pet's owner is responsible for the immediate removal and proper disposal of all excrement outside of the Owner's lot including the common areas of the Subdivision. Barking dogs may be considered a nuisance.

7.29 Windows: All window frames and doors shall be either wood, fiberglass, vinyl clad wood, vinyl or aluminum.

7.30 Noise: No noxious, loud, annoying or offensive activity shall be carried out upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7.31 Guttering: Home guttering shall disperse water in the same direction as the natural water flow of the lot. Whenever possible, guttering shall direct water toward the street or toward natural drainage flow of the lot. Full guttering is required for all homes. Tight lines shall be used as necessary to divert water so as to not affect adjacent properties and shall be directed to the street where possible.

7.32 Erosion Control: The owner of each lot shall be responsible at all times for the maintenance of appropriate erosion control measures as required by the City of Jenks policies.

7.33 Utility Transformers: All transformers and similar equipment located on a lot shall be screened from view where reasonably possible.

7.34 Law Compliance: The disposal of hazardous substances anywhere with the Frazier Lakes Estates community that might contaminate or impact the lake (Reserve A) and soil content of surrounding or neighboring properties is prohibited. 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 owner's property and construction and maintenance of any improvements thereon, including but not limited to, applicable zoning, land use and health and safety issues.

7.35 Leasing: In the event an owner leases their residence, the owner has an affirmative duty to notify the tenant of the existence of the Frazier Meadows I Homeowners Association, and the terms and conditions of the restrictive covenants set forth herein. The owner shall provide a copy of the covenants to the tenant. The owner shall insure that the tenant complies with the covenants and requirements herein, and shall provide the undersigned Owner/Developer and the then president of the Homeowners Association with the name and phone number of the tenant and the address and phone number where the property owner can be contacted in the event any problems regarding compliance with the covenants or other requirements set forth herein occur. Owner acknowledges he/she is aware 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 tenant and any action or inaction on the part of the tenant.

7.36 Garages: Enclosed garages providing for a minimum of two automobiles shall be built on each lot.

7.37 Landscaping: All lots shall be sodded and landscaped within 30 days of occupancy or 60 days after the final inspection whichever occurs first.

7.38 Minimum Trees: If a lot does not have a minimum of 1 existing tree in what will be the front yard the property owner/builder, within six (6) months of completion of construction, shall plant one 2" (1" caliper tree (measured six inches from the base of the tree) in the number required to meet the minimum specified above.

7.39 These restrictive covenants, together with the other documents incorporated herein by reference, shall be construed as an entity and the pertinent 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 this instrument void or unenforceable, and the same shall be hereafter construed as if such clause or provision were not herein contained, or to otherwise give maximum 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 relinquishment of any right or remedy, and the modification of these restrictions and protective covenants, in matters pertaining to the appearance of specific homes or the overall appearance of the 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.

7.40 The Owner/Developer reserves the right, in its sole discretion and without juncture of any of the owners of any other lot at any time, so long as it is the owner of one or more lots, to amend, revise or abolish any one or more of the above covenants and restrictions contained in this Section 7 by instrument duly executed and acknowledged by it as Frazier Meadows I Homeowners Association, the Owner/Developer may assign this reservation to the Association. However, the By-Laws and Certificate of Incorporation of the Association shall provide that a (any) covenant shall not be changed or abolished unless approved by sixty (60) percent of the members of the Association.

Section 8 Enforcement, Duration, Amendment and Termination

8.1 The restrictions herein set forth are covenants to run with the land and shall be binding upon the undersigned Owner/Developer, its grantee, successors and assigns and all parties claiming under it for a period of twenty-five (25) years from the date of recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereafter provided. If any owner, or its successors or assigns shall violate any of the covenants herein, it shall be liable for the City of Jenks or any persons owning a lot situated within the subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, and to prevent him/her or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

8.2 The covenants contained within Section 1 - Streets and Utility Easement, Section 2 - Planned Unit Development Restrictions, Section 3 - Surface Drainage, Section 4 - Reserve Areas Perimeter Fencing and Landscaping, Section 5 - Limits of No Access, and Section 6 - Frazier Meadows I Homeowners Association herein may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of at least sixty percent (60%) of the lots in the Subdivision and approved by the Jenks Planning Commission and the Jenks City Council. All other covenants may be amended or terminated by a written instrument signed and acknowledged by the owners of at least sixty percent (60%) of the lots in the Subdivision. PROVIDING, HOWEVER, that so long as the Owner/Developer owns any lot in the Subdivision any such amendment must be approved in writing by the Owner/Developer. The Owner/Developer may delegate its right to approve any such amendment to the Architectural Committee. Any such amendment shall be effective from and after the date it is properly executed and recorded in the Office of the County Clerk of Tulsa County, Oklahoma.

8.3 At any time prior to the termination of the Class B Membership in the Homeowners Association as set forth in the By-Laws of the Homeowners Association, the Owner/Developer may specifically assign its rights and obligations hereunder in the capacity of "Owner/Developer" and the successor shall succeed to such rights and obligations as if original designated Owner/Developer hereunder.

8.4 In the event of ambiguity of any word or term set forth herein, the meaning thereof shall be deemed to be defined as set forth within the City of Jenks zoning code as the same existed on 06-21-2022 or as subsequently amended.

Owner's Certificate and Dedication

In witness whereof, the undersigned Owner/Developer has caused this instrument to be executed this 10th day of Feb, 2022.

Frazier Meadows I, LLC,
an Oklahoma limited liability company

by Charles Wolmenhauser
Charles Wolmenhauser, Managing Member

State of Oklahoma)
) ss
County of Tulsa)

Before me, the undersigned, a notary public in and for said county and state, on this 10th day of Feb, 2022, personally appeared Charles Wolmenhauser to me known to be the identical person who subscribed the notes of the matter therein to the foregoing instrument, as his managing member and acknowledged to me that he executed the same as his free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

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

Marilyn Matthews
Notary Signature

My commission no. _____

Expires _____



Certificate of Survey

I, Cliff Benner, a Professional Land Surveyor in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat described herein is Frazier Meadows I, an addition to the City of Jenks, 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 Oklahoma Minimum Standards for the Practice of Land Surveying as of this date, signed and sealed the 7th day of Feb, 2022.

Cliff Benner
Surveyor Signature

Registered Professional Land Surveyor
Oklahoma No. 1815



State of Oklahoma)
) ss
County of Tulsa)

Before me, the undersigned, a notary public in and for said county and state, on this 7th day of Feb, 2022, personally appeared Cliff Benner to me known to be the identical person who subscribed his/her name as registered land surveyor to the foregoing certificate, as his/her 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.

R. Wade Benner
Notary Signature

My commission no. 18006244

Expires 06-21-2022



FRAZIER MEADOWS

A PLANNED UNIT DEVELOPMENT

Case # PUD # 116

Prepared For:

Frazier Meadows, LLC

10545 S. Memorial Dr.

Tulsa, OK 74133

Prepared By:

RK & Associates PLC

4815 South Harvard Avenue, Suite 290

Tulsa, OK 74135

March 18th, 2019

TABLE OF CONTENTS

FRAZIER MEADOWS

A PLANNED UNIT DEVELOPMENT

	PAGE
I. Development Concept	3
II. Development Standards	4
III. Access and Circulation	5
IV. Fire Protection	5
V. Screening Walls and Fences	5
VI. Storm Water Management	5
VII. Site Utilities	5
VIII. Platting Requirement	6
IX. Expected Schedule of Development	6

Exhibits

A – PUD Concept Illustration

B – Topographic Survey

C – Proposed Site Utilities

D – Aerial Photo

E – Legal Description

F - Frazier Meadows I

Frazier Meadows

I. Development Concept

This project to be known as “Frazier Meadows” will be platted as a new subdivision pursuant to the Proposed Unit Development 116 to the City of Jenks, Oklahoma (the “PUD”). The development site (the “Property”) consists 42.59 acres and is located approximately at the Northwest Corner of E. 131st Street South and South Harvard Avenue. Frazier Meadows is bordered on the west and north sides by un-platted lands zoned Agriculture.

The PUD provides for a single family residential development featuring public streets and consisting of a maximum of 101 lots in Phase I and 31 lots in Phase II. The property is currently zoned Agriculture which will be rezoned for RS-2. The PUD will utilize the flexibility offered by the Planned Unit Development provisions of the Jenks Zoning Code to develop a residential community through the most efficient use of the land available which is harmonious with the surrounding neighborhoods.

Frazier Meadows will be carefully designed utilizing a new retention pond with green space and club house amenities to provide a neighborhood with character that will operate as a model for future development in Jenks.

All utilities are available in the area and will be extended by the Developer of the PUD to and within the site.

II. Development Standards

Gross Land Area: Phase I- 32.51 Acres Phase II- 7.85 Acres

Permitted Uses: Uses permitted as a matter of right in the RS-2 (single family residential) zoning of the City of Jenks zoning code, along with customary and accessory uses, including but not limited to landscaped entrances and other uses which may be incidental thereto.

	PHASE I	PHASE II
Maximum number of dwelling units:	101	31
Minimum lot width Block 3:	60 feet	60 feet
Minimum lot area Block 3:	6200 sq. ft.	6200 sq. ft.

	PHASE I	PHASE II
Maximum building height	35 ft.	35 ft.

Minimum yard requirements:

	PHASE I	PHASE II
	Blocks 1,2,3,4,5,8	Block 9,10,11
Front yard	25 ft	25 ft
Front yard (Blk 3-Lots 12-23)	37 ft	Front yard (Blk 9,Lots 9-12) 15 ft.
Front yard (Blk 4-Lots 1-12)	15 ft	Front yard (Blk 11, Lot 1) 15 ft
Front yard (Blk 5,Lots1-4)	15 ft	<u>Exterior Side Lots for (Blk 11- Lots 4 &10)</u>
Front yard (Blk 8,Lot 11)	15 ft	<u>Homes to face south.</u>
Side yard	5 ft	
Exterior side yard	15 ft	
Rear yard	20 ft	
Rear yard (Blk 8, Lot 11)	11 ft	

PHASE I

Blocks 6,7

Front yard	15 ft
Front yard to garage	20 ft
Side yard	5 ft.
Exterior side yard	15 ft.
Rear yard	20 ft.

Public streets: Minimum right-of-way width on the main collector street will be 50 feet with 26 feet of paving. Streets shall be constructed to meet the standards of the City of Jenks for minor residential public streets.

Signs: One entry identification sign on each side of the entry or a double-sided center island sign. The maximum display surface shall be 32 square feet per sign surface.

Home and Building Design: All home designs must be submitted and approved by the Architectural Committee.

Living area computation and minimum square footage: the computation of living area shall not include garages, porches, detached living space, or attics. The minimum square footage of living area for all dwellings shall be 1800 square feet.

Foundation/Stem walls: Foundation and stem walls shall be covered with brick,

stone, stucco or other materials approved in writing by the Architectural Committee.
No exposed stem walls.

Garages: Enclosed garages providing for a minimum of two automobiles shall be built on each lot.

Signs:

One entry identification sign on each side of the entry or a double sided center island sign. The maximum display surface shall be 32 Sq. Ft. per sign face.

III. Access and Circulation

All lots in Frazier Meadows will have access from two new entrances. One from 131st Street South and the other from South Harvard Avenue. All will be public streets in the subdivision with both entrances constructed to ensure adequate ingress and egress for residents, visitors, and emergency vehicles.

Prior to the final design of the public streets, soil borings and a geotechnical report will be obtained for implementation into the design.

IV. Fire Protection

Both new entrances will be sized for fire and emergency vehicles. Fire hydrants will be located within the subdivision in accordance with the recommendations of the Jenks Fire Marshall and the Oklahoma Department of Environmental Quality.

V. Screening Walls and Fences

A six foot high wood privacy fencing will be constructed along the 131st Street South and South Harvard Avenue road frontages and shall be maintained by the Frazier Meadows Homeowners Association. The permanent subdivision signage shall be located on the wall at the entry.

VI. Storm Water Management

A portion of the storm water from this subdivision and surrounding offsite drainage areas will be detained in a retention pond (Reserve A) located on site meeting the City of Jenks regulations and storm water design criteria. This onsite retention facility will include landscaping and amenities which will abut a planned club house, parking and walkways.

VII. Utilities

Water service shall be provided by a new 12" waterline extension from E 131st Street South and South Harvard Avenue intersection and another 6" water line extension from the south side of E. 131st Street South. A new Sanitary Sewer Lift Station with new force main will be constructed at the Northwest Corner area along with upgrading an existing 8" sanitary sewer force main on the south side of E. 131st Street South to a 12" force main along with 8" sanitary sewer gravity lines within the subdivision. New electric, gas and communication main lines will be constructed within the subdivision.

VIII. Park Area

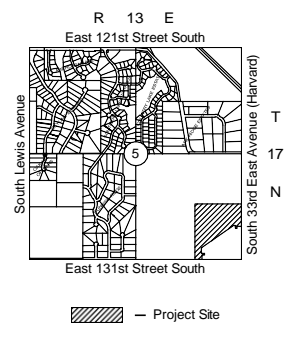
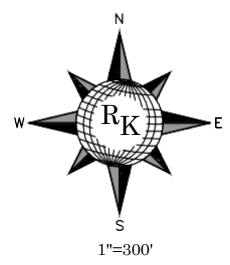
A small Reserve B area will be either used as a playground or dog park area.

IX. Platting Requirement

No building permit shall be issued until the project area has been included within a subdivision plat duly filed of record with the County Clerk of Tulsa County after having been submitted to and approved by the City of Jenks Planning Commission and The Jenks City Council.

X. Expected Schedule of Development

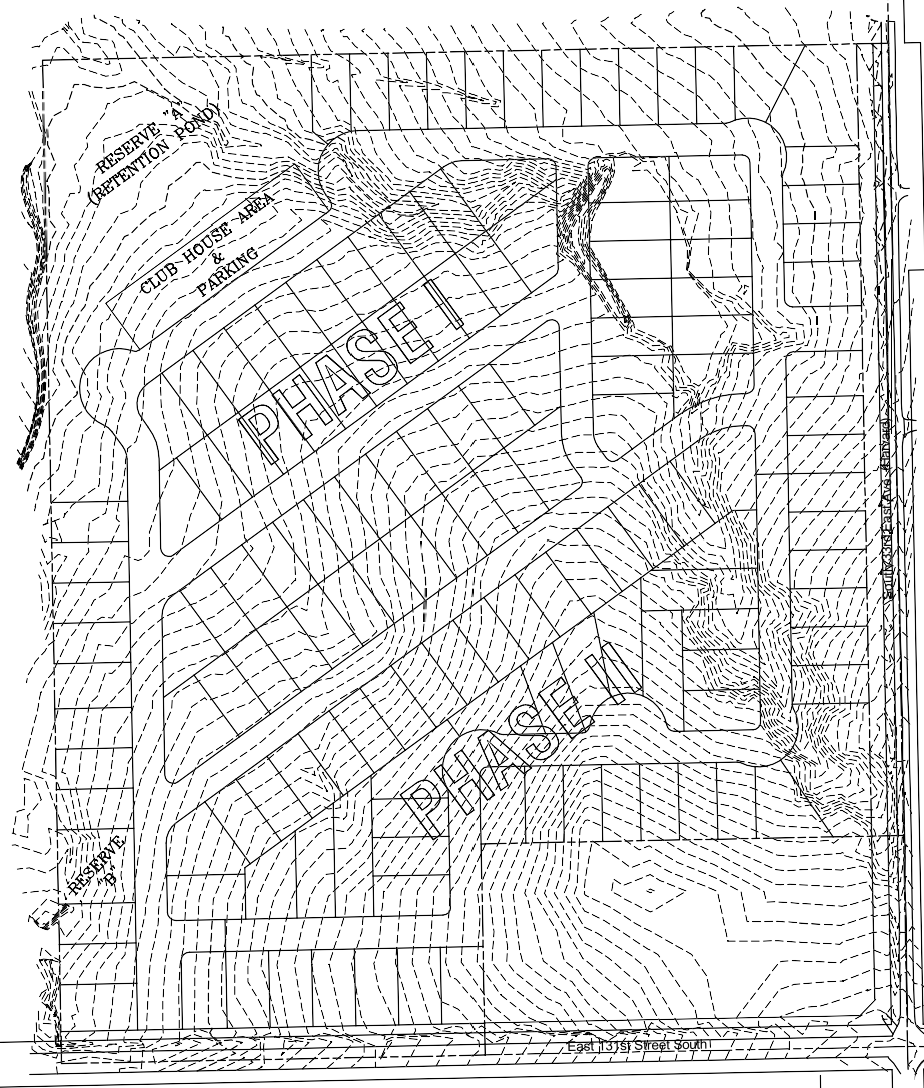
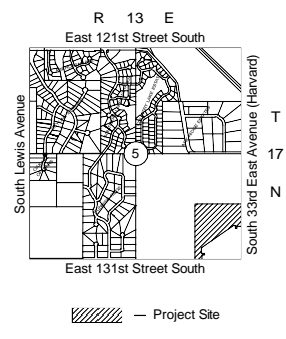
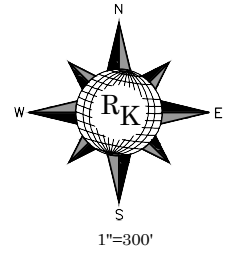
The project is expected to commence within a few months of final approval and will be completed duly thereafter.



RK & ASSOCIATES, PLC
 4815 South Harvard Ave. Ste. 290
 Tulsa, OK. 74135
 Cell: (918) 277-4784

Project: Frazier Meadows
 Concept Illustration

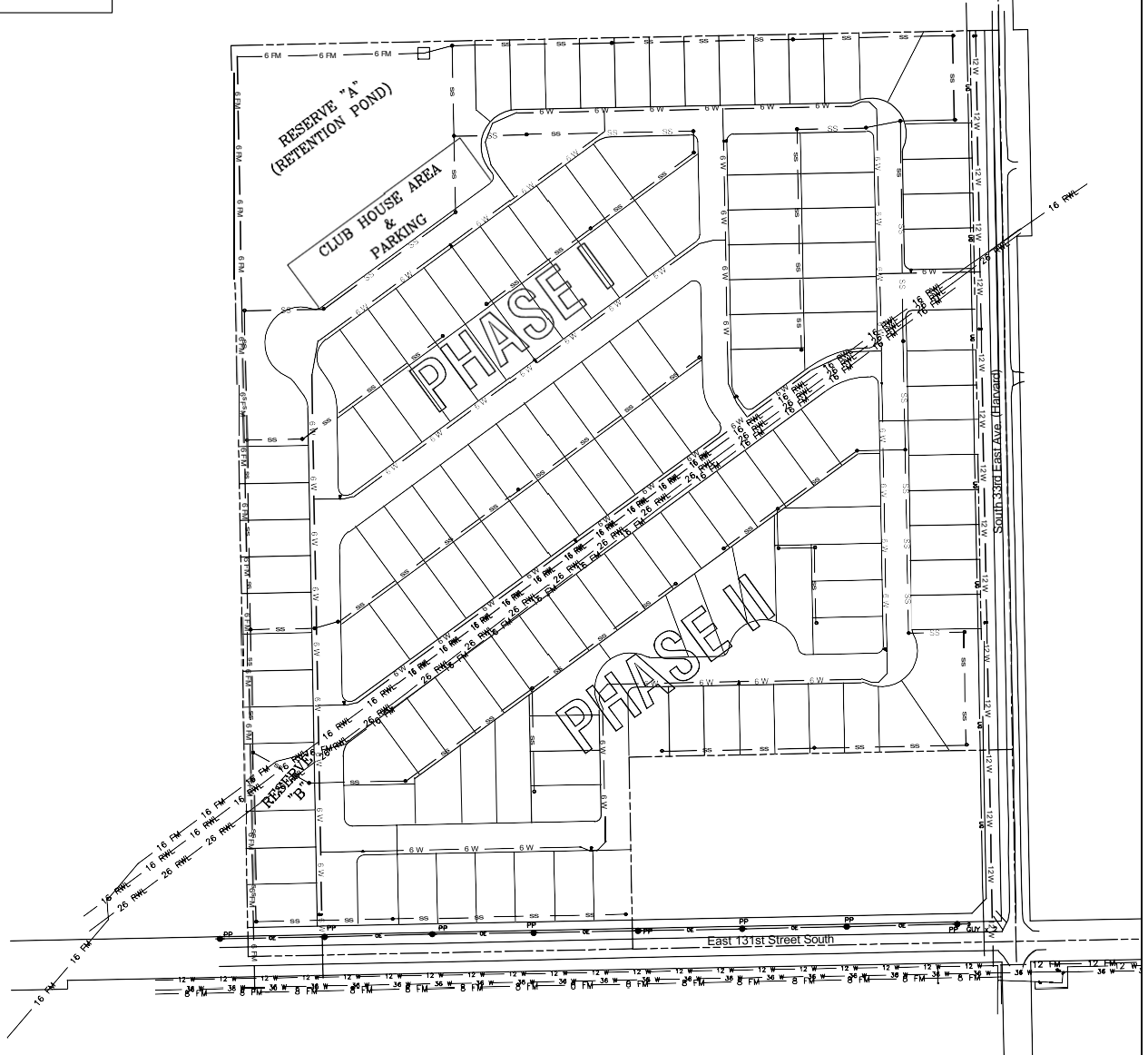
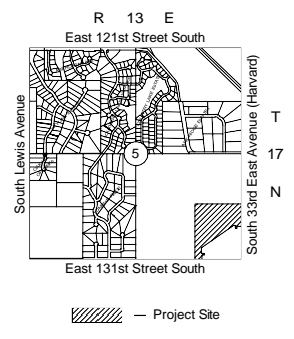
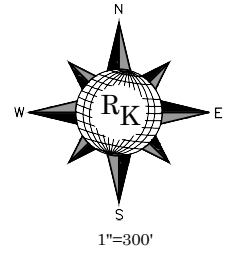
March 18, 2019
 EXHIBIT "A"



RK & ASSOCIATES, PLC
 4815 South Harvard Ave. Ste. 290
 Tulsa, OK. 74135
 Cell: (918) 277-4784

Project: Frazier Meadows
 Topographic Survey

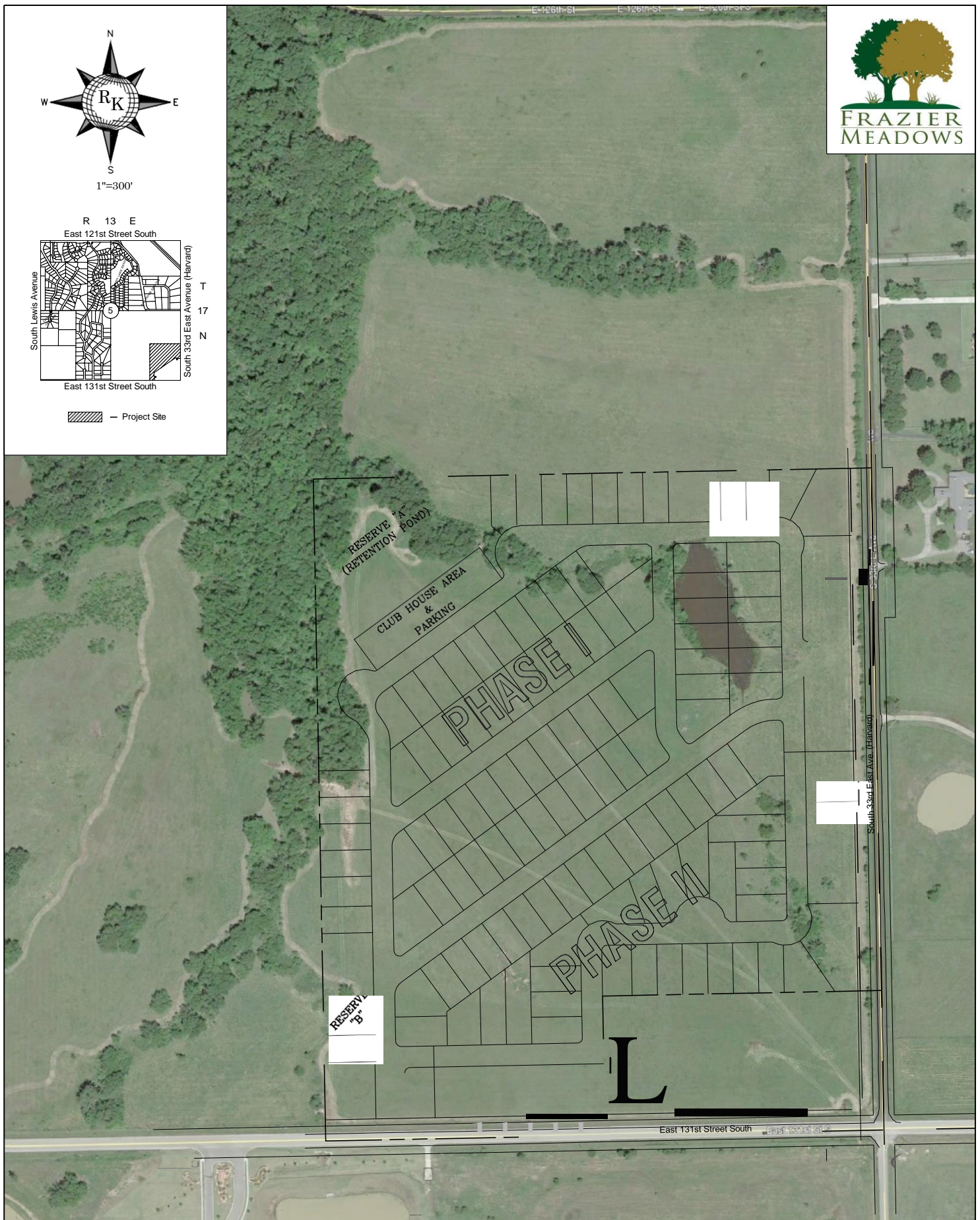
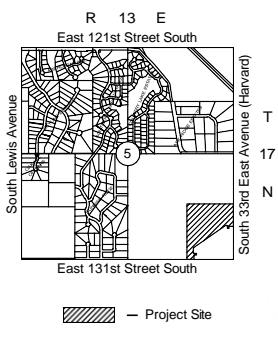
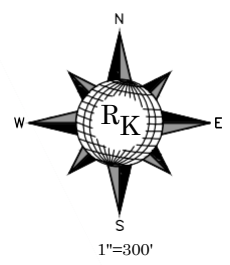
March 18, 2019
 EXHIBIT "B"



RK & ASSOCIATES, PLC
 4815 South Harvard Ave. Ste. 290
 Tulsa, OK, 74135
 Cell: (918) 277-4784

Project: Frazier Meadows
 Proposed Site Utilities

March 18, 2019
 EXHIBIT "C"



RK & ASSOCIATES PLC
 4815 South Harvard Ave. Ste. 290
 Tulsa, OK. 74135
 Cell: (918) 277-4784

Project: Frazier Meadows
 Aerial Photo

March 18, 2019
 EXHIBIT "D"



LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 1568 FEET OF THE EAST 1322 FEET OF SAID SECTION 5, **LESS AND EXCEPT** THE SOUTH 330 FEET OF THE EAST 660 FEET OF SAID SECTION 5

LEGAL DESCRIPTION WAS PREPARED ON JANUARY 31, 2018 BY CLIFF BENNETT, PLS 1815.



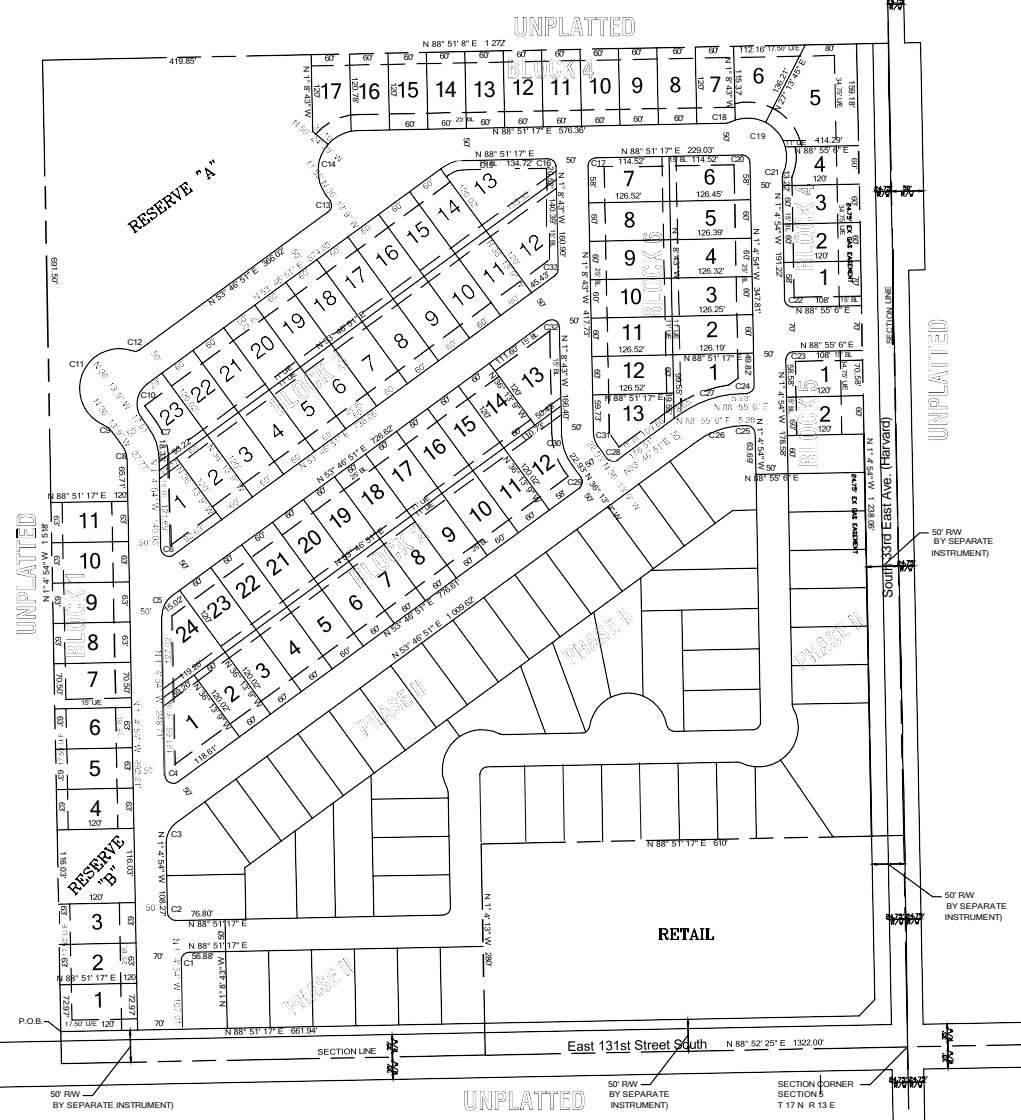
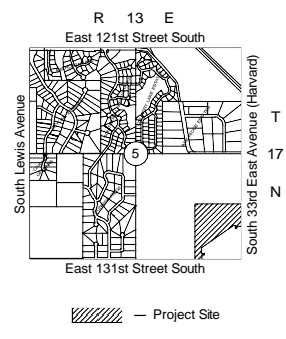
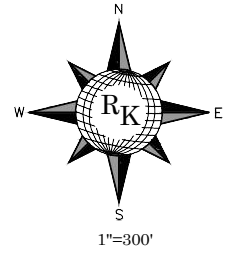
TK & ASSOCIATES PLC
Tulsa, OK 74135
4815 South Harvard Ave. Ste. 290
Cell: (918) 277-4784

Project: Frazier Meadows

Legal Description

March 18, 2019

EXHIBIT "E"



R
K
4815 South Harvard Ave, Ste. 290
& ASSOCIATES PLC
Tulsa, OK, 74135
Cell: (918) 277-4784

Project: Frazier Meadows
Frazier Meadows I

March 18, 2019
EXHIBIT "F"



Memorandum

To: Mayor Lee and Members of City Council
From: Jim Beach, City Planner
Hearing Date: May 21, 2019
Subject: **JZ 19-640 PUD 116 (Frazier Meadows)**
Location: NW/c East 131st Street and South Harvard Avenue (Ward 3)

Exhibits:

1. Location Map with Existing Zoning
2. Proposed PUD Concept and Development Standards

Applicant: Charles Wollmershauser
Action Requested: Rezone to RS-2/PUD 116
Current Zoning: AG - Agriculture
Lot Size: Approximately 42.6 acres
Surrounding Zoning and Land Uses: AG zoning with rural single-family properties to the east, open land to the north and west, small lot single-family residential development to the south across 131st
Applicable Regulations: Jenks Zoning Code, Chapter 4, Residential District Provisions and Chapter 9, Planned Unit Development

CRITERIA and CONSIDERATIONS FOR ACTION

The only question for consideration is whether RS-2 zoning would be appropriate on this parcel considering the current Comprehensive Plan designation and surrounding zoning, and whether the concessions and amenities offered in the PUD in exchange for the increases to the allowable density would result in a residential development that is *compatible* with the surrounding area.

Comprehensive Plan: The plan designates this property Low Intensity; no specific land uses. The requested RS-2 zoning is in accordance with the Comprehensive Plan.

Zoning Code:

Section 400.3. Purposes of the RS Residential Single-Family Districts: The RS-1, RS-2, and RS-3 Districts are designed to permit the development and conservation of single-family detached dwellings in suitable environments in a variety of densities to meet the varying requirements of families.

Sec. 900. Purposes: The intent of the Planned Unit Development district is to permit flexibility that will encourage a more creative approach in the development of land and will result in a more efficient use of open area, while maintaining density and area coverage permitted in the general zoning district or districts in which the project is located while also obtaining the advantages of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation.

A Planned Unit Development may depart from strict conformance with required dimension, area, height, bulk, use and specific content regulations of this Ordinance to the extent specified in the documents authorizing the Planned Unit Development so long as the Planned Unit Development provides tangible benefits to the neighborhood or community in which it is located.

These benefits shall be in the form of provisions of exceptional amenities, design excellence, etc. The waiver of any requirement shall be the direct cause of accrual of positive benefits to the residents of the development as well as to the general community. Departure from any requirement specified in this Ordinance is a privilege and shall be granted only upon recommendation of the Planning Commission and the Jenks City Council.

BACKGROUND

The project will be a single-family residential subdivision known as Frazier Meadows and will be built in two phases. Both phases are included in this PUD, but only one phase at a time will be platted. Phase One will have 90 single-family residential lots on public streets. A large retention pond will be in the northwest corner of the property and will include green space, a pool, and clubhouse amenities in a large reserve. Another reserve, located near the southwest corner of the property, will be used as a playground or a dog park. Two access points will serve the development, one each on 131st Street and Harvard Avenue. A perimeter 6' wood fence will be installed along 131st Street and Harvard Avenue. Masonry walls will mark the entries and have permanent subdivision signage.

STAFF EVALUATION

The density proposed is similar to Providence Hills, immediately to the south. It is also similar to portions of Dutchers Crossing to the southeast, and Yorktown to the west. Proposed minimum lot width is 60 feet and minimum lot area 6951 square feet. These dimensions are approximately the same as RS-3 zoning standards. This results in a higher density of lots than the Comprehensive Plan - Low Intensity designation anticipates. Higher density residential development improves the diversity of housing options and increases the opportunities for retail goods and services to find a local market.

As stated in *Criteria and Considerations for Action* above, PUD's allow the flexibility to adjust bulk and area requirements in exchange for added amenities that are tangible benefits to the neighborhood. The applicant offers a clubhouse and pool with landscaping and walkways near the retention pond, and a playground or dog park in the southwest area of the development. In addition to those, the perimeter wood fence will be capped, built on steel posts, and have concrete curbing to improve maintenance and appearance.

The applicant made no mention of masonry on the houses. Staff recommends 100% masonry on the first story and 75% on second stories. These percentages are based on other recent residential PUD approvals.

There was discussion with the developer in the April 25 Planning Commission meeting of the impracticality of masonry on second stories in locations like dormers where it would have to be supported on the roof or wall structures rather than on the ground, and what types of materials are considered "masonry." It was agreed that "masonry" is understood to include cementitious materials like Hardie Board and stucco in addition to traditional materials like brick and stone. Those materials are practical to use in places where brick, stone, or other masonry units are not. Since the application was eventually denied, there was no final statement on the percentages to be required.

Staff suggests that an appropriate condition would be, "All houses shall be 100% masonry exterior on the first story and shall be 75% masonry on the second story except on soffits, ceilings of covered porches and patios, windows, doors, and garage doors. The term 'masonry' shall include cementitious materials like Hardie Board and stucco in addition to traditional materials like brick and stone."

PLANNING COMMISSION HEARING

The Planning Commission in its hearing on April 25, 2019, voted 4-1-0 to deny the application based on concerns of too much density and traffic. Several Commissioners expressed concerns with increased density and the condition of Harvard and 126th Street north of the project. Following is from the meeting minutes:

Jim Beach presented his staff report and recommended approval subject to conditions. Richard Cosman [418 S Harvard #290, Tulsa], the project engineer, answered questions from the Commissioners. Charles Wollmershauser [12901 S 127th, Bixby] also answered questions about the application. Matt and Jennifer Johnson [3931 E 131st S] spoke against Item 2 due to unresolved issues with other the developer's other projects. Cathy Baucker [13001 S 15th Ct] spoke against Item 2 due to the development bringing too many people to the area. Alena Fischer [4215 E 131st St] spoke against the application due to too much density. Andy Baucker [13001 S 15th Ct] is against the application because it would lower his property value. Mark Frishmen [12801 S 14th Ave] spoke against the application due to traffic and drainage issues. Richard Cosman spoke about certain concerns from the audience members. John Brown made a motion to deny Item 2 due to density and traffic concerns and made a recommendation to staff to study the traffic and density concerns. Travis Fulkerson seconded the motion. A roll call vote of members was taken as follows:

YEA: Bowman, Fulkerson, Brown, Minden

NAY: West

Motion carried.

The full audio recording begins at 9:09 and ends at 1:12:28 here: <https://soundcloud.com/user-618703943/20190425-pc-special-meeting>

RECOMMENDATION

Following is staff's response to the Planning Commission's request at the last meeting that staff study the traffic and density concerns.

Good planning principles say that well-planned growth with diverse residential densities contributes to a healthy community by helping support the costs of streets and other infrastructure that serve existing and future development. Large areas of residential subdivisions can benefit from development of strategically placed small mixed-use neighborhood nodes where area residents can gather, obtain basic needs like food essentials, dry cleaning, coffee, personal services, etc., rather than having to drive to the commercial areas nearer the center of town.

The current comprehensive plan encourages low residential densities in most of South Jenks. To avoid a monoculture of housing types and improve the chance for small mixed-use centers to develop, higher density residential development is needed.

Population density and traffic counts are needed to attract the owners of retail goods and services to a community. Without those businesses, a larger portion of funding for infrastructure maintenance comes from community member's pockets.

Ideally, the carrying capacity and condition of roads and utility systems would keep up with growth, but they often lag. The public cost to build and maintain roads and utilities serving low-density areas nearly always exceeds the revenue generated by any nominally increased population, especially in a state where property tax is mostly off-limits to help fund capital costs. But, funding for street and infrastructure improvements will catch up as residential growth continues to spur non-residential development.

During the upcoming data-informed planning process, the areas around and including Frazier Meadows will probably be identified for varied densities of residential development. It follows that the same or a similar project as Frazier Meadows would be as likely to happen then as it would now.

Holding off development while waiting on the new Comprehensive Plan is not good for the community. That type of delay, except as a last resort, and only when vetted through an open public process, creates an environment of uncertainty among developers and investors. Rather than wait to see what we're going to do, they will seek other opportunities where the risk is more predictable.

Development should continue under our current policies and regulations. Population growth rather than stagnation will create an environment that is more attractive to a variety of businesses willing to invest, which then generates more revenue in sales tax and local spending.

For these reasons, staff maintains its recommendation for approval of the zoning change from AG to RS-2 and PUD 116, subject to:

1. Clubhouse, pool, landscaping, open green space, walkways, and parking located in the area of the retention pond, and playground or dog park in the second smaller reserve, both as proposed in the application;
2. Clubhouse shall meet the same design requirements of the houses and be of compatible architectural design;
3. Minimum of 100% masonry on the first story and where there are two stories, 75% on the second story;
4. Concrete curbing along the entire length of the subdivision perimeter fencing; fence to be capped and trimmed and built using steel posts;
5. Perimeter fencing along Harvard Avenue and 131st Street shall be completed prior to release of any occupancy permits;



CITY OF JENKS
211 NORTH ELM STREET • P.O. BOX 2007
JENKS, OKLAHOMA 74037-2007
PHONE (918) 299-5883 • FAX (918) 299-4489

May 29, 2019

Charles Wollmershauser
10545 S. Memorial Dr
Tulsa, OK 74133

RE: JZ 19-640 PUD 116: Request by Charles Wollmershauser for a Planned Unit Development

General Location: NW corner area of E 131st St & S. Harvard

Dear Charles Wollmershauser,


Official notice is hereby given of the decision of the Jenks City Council in the matter of Zoning Case JZ 19-640 PUD 116 for which action was completed on 21 May 2019.

The above application was APPROVED on appeal granting the request by Charles Wollmershauser for a Planned Unit Development subject to the following conditions:

1. Clubhouse, pool, landscaping, open green space, walkways, and parking located in the area of the retention pond, and playground or dog park in the second smaller reserve, both as proposed in the application;
2. Clubhouse shall meet the same design requirements of the houses and be of compatible architectural design;
3. Minimum of 100% masonry on the first story and where there are two stories, 75% on the second story;
4. Concrete curbing along the entire length of the subdivision perimeter fencing; fence to be capped and trimmed and built using steel posts;
5. Perimeter fencing along Harvard Avenue and 131st Street shall be completed prior to release of any occupancy permits;
6. Minimum setback of 20 feet for ~10 homes next to the 50 foot easement from garage to street;
7. Mitigation plan for the abandoned waterline;
8. Masonry on the fence line at every lot corner.

Should you require any assistance or additional information please feel free to contact the Planning Department at 918-299-5883.

Sincerely,



Jim Beach, Planning Director
City of Jenks

**MINUTES
SPECIAL MEETING
JENKS CITY COUNCIL
TUESDAY, MAY 21, 2019, 7:00 P.M.
JENKS CITY HALL, COUNCIL CHAMBERS, 211 NORTH ELM**

The Agenda for the Jenks City Council was posted in City Hall, on the City’s website, and sent electronically to the Tulsa World and Oklahoma News Weekly at 2:00 p.m. on May 17, 2019. The meeting was called to order at 7:00 p.m. on the above date with Mayor Robert Lee presiding. A roll call vote of members was taken as follows:

Craig Murray	Absent
Gary Isbell	Present
Cory Box	Present
Donna Ogez	Present
Josh Wedman	Present
Kaye Lynn	Present
Mayor Robert Lee	Present

Jenks Soccer Team Recognition

- The Jenks soccer team was recognized for winning the State championship.

Jenks Lacrosse Team Recognition

- The Jenks lacrosse team was recognized for winning the State championship.

Employee Recognition

- Chief Arthur recognized Sergeant Chandlee’s promotion and Officer Zumalt for receiving an award from the American Legion. A representative from the American Legion spoke about the award.

Citizen’s Comments

- Scott West [470 E 113th St] spoke on behalf Kibo’s Run to the Well giving thanks to the Jenks Police Department.
- Matt and Jennifer Johnson [3931 E 131st St S.] spoke about disappointments and concerns with the Frazier Lake Estates.

Business

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under “Consent” are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - A. Approve minutes of May 06, 2019
 - B. Approve encumbrances and expenditures
 - C. Monthly reports

- D. Request to approve TUP 19-41 from Melissa Torkleson for a Temporary Use Permit for retail sale of consumer fireworks. **General Location:** NE Corner of 106th St S and S Elm [Beach]
- E. Request by Liz Flake with Jenks Public Schools to use Jenks roads from 3:00 p.m. till 8:30 p.m. on September 27, 2019, for the Hometown Huddle block party [Shouse]
- F. Request by Kaylynn Osborn with Jenks Public Schools to use Jenks roads from 6:00 a.m. till 9:30 a.m. on October 12, 2019 for the 6th Trojan Tough 5K & Fun Run [Shouse]
- G. Request to approve renewal of Enhanced Emergency Number (E-911) Service Agreement with Cox Oklahoma Telcom, LLC [Nowlin]

Josh Wedman made a motion to approve Item 1. Gary Isbell seconded the motion. A roll call vote of members was taken as follows:

Gary Isbell	Yes
Cory Box	Yes
Donna Ogez	Yes
Josh Wedman	Yes
Kaye Lynn	Yes
Mayor Robert Lee	Yes

Motion carried

- 2. Consideration and appropriate action relating to items removed from the Consent Agenda. Withdrawn
- 3. Request to approve Amended Interlocal Cooperation Agreement with Cities of Sand Springs, Bixby, Sapulpa for South West Area Tactical Team [Chief Arthur] Chief Arthur introduced Major Glenn from Sapulpa to give the presentation and answered questions from Council. Josh Wedman made a motion to approve Item 3. Cory Box seconded the motion. A roll call vote of members was taken as follows:

Gary Isbell	Yes
Cory Box	Yes
Donna Ogez	Yes
Josh Wedman	Yes
Kaye Lynn	Yes
Mayor Robert Lee	Yes

Motion carried

- 4. Appeal from Planning Commission denial of request by Charles Wollmershauser, to approve JZ 19-640 PUD 116 for a Planned Unit Development **General Location:** NW

corner area of E 131st St. & S Harvard [Beach] Jim Beach presented his staff report and recommended approval with the following conditions:

1. Clubhouse, pool, landscaping, open green space, walkways, and parking located in the area of the retention pond, and playground or dog park in the second smaller reserve, both as proposed in the application;
2. Clubhouse shall meet the same design requirements of the houses and be of compatible architectural design;
3. Minimum of 100% masonry on the first story and where there are two stories, 75% on the second story;
4. Concrete curbing along the entire length of the subdivision perimeter fencing; fence to be capped and trimmed and built using steel posts;
5. Perimeter fencing along Harvard Avenue and 131st Street shall be completed prior to release of any occupancy permits

Robert Bell [1011 W G St.] addressed the Council about the application and answered questions. Kathy Baucker [13001 S 15th Ct] spoke against the appeal due to traffic, property value, and wildlife concerns. Tory Stafford [12905 S 15th Ct] spoke against Item 4 due to traffic. Ronda Hobbs [1402 E 125th St] spoke against Item 4 due to traffic and losing the greenspace. Jennifer Johnson [3931 E 131st St S] spoke in opposition of Item 4. John Brown [1027 N 1st St] addressed the Council to explain the Planning Commission's decision. Robert Bell spoke again to respond to the citizens' concerns and to answer more questions from Council. Josh Wedman made a motion to approve Item 4 with the 5 conditions listed plus the following conditions:

6. Minimum setback of 20 feet for ~10 homes next to the 50 foot easement from garage to street;
7. Mitigation plan for the abandoned waterline;
8. Masonry on the fence line at every lot corner.

Cory Box seconded the motion. A roll call vote of members was taken as follows:

Gary Isbell	Yes
Cory Box	Yes
Donna Ogez	No
Josh Wedman	Yes
Kaye Lynn	Yes
Mayor Robert Lee	Yes

Motion carried

5. Request to approve Ordinance No. 1485 relating to JZ 19-640 PUD 116 amending Ordinance Number 1287; Amending the zoning map of the City of Jenks, Oklahoma and rezoning a tract of land from AG (Agriculture) District to RS-2 (Residential Single-Family Medium Density) District and PUD-116 (Planned Unit Development Number 116); Repealing all ordinances or parts thereof in conflict herewith; Providing for severability; and declaring an emergency Cory Box made a motion to approve Item 5. Gary Isbell seconded the motion. A roll call vote of members was taken as follows:

Gary Isbell	Yes
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Cory Box	Yes
Donna Ogez	No
Josh Wedman	Yes
Kaye Lynn	Yes
Mayor Robert Lee	Yes

Motion carried

6. Request to approve Emergency Clause for Ordinance No. 1485 Cory Box made a motion to approve Item 6. Gary Isbell seconded the motion. A roll call vote of members was taken as follows:

Gary Isbell	Yes
Cory Box	Yes
Donna Ogez	No
Josh Wedman	Yes
Kaye Lynn	Yes
Mayor Robert Lee	Yes

Motion carried

7. Request to approve JL 19-341 from by Dragos Vesbianu for a lot split and lot combination. General Location: 1217 W 108th St S [Beach] Jim Beach presented his staff report and recommended approval. Josh Wedman made a motion to approve Item 7. Cory Box seconded the motion. A roll call vote of members was taken as follows:

Gary Isbell	Yes
Cory Box	Yes
Donna Ogez	Yes
Josh Wedman	Yes
Kaye Lynn	Yes
Mayor Robert Lee	Yes

Motion carried

8. Request to approve JZ 19-641 from Vaquero Ventures Management LLC for a zoning change from AG to CS. General Location: 701 W Duncan St [Beach] Cory Box made a motion to approve Item 8. Kaye Lynn seconded the motion. A roll call vote of members was taken as follows:

Gary Isbell	Yes
Cory Box	Yes
Donna Ogez	Yes
Josh Wedman	Yes
Kaye Lynn	Yes
Mayor Robert Lee	Yes

Motion carried

9. Request to approve Ordinance No. 1487 relating to JZ 19-641 amending Ordinance number 1287; Amending the zoning map of the City of Jenks, Oklahoma and rezoning a tract of land from AG (Agriculture) District to CS (Commercial Shopping Center) District; Repealing all ordinances or parts thereof in conflict herewith; Providing for severability; and declaring an emergency Cory Box made a motion to approve Item 9. Gary Isbell seconded the motion. A roll call vote of members was taken as follows:

Gary Isbell	Yes
Cory Box	Yes
Donna Ogez	Yes
Josh Wedman	Yes
Kaye Lynn	Yes
Mayor Robert Lee	Yes

Motion carried

10. Request to approve Emergency Clause for Ordinance No. 1487 Cory Box made a motion to approve Item 10. Gary Isbell seconded the motion. A roll call vote of members was taken as follows:

Gary Isbell	Yes
Cory Box	Yes
Donna Ogez	Yes
Josh Wedman	Yes
Kaye Lynn	Yes
Mayor Robert Lee	Yes

Motion carried

11. Request to award the Roof Membrane Project (City Hall & Police Station) to D.P. Byers Company (Mounds, Oklahoma) in the total amount of \$206,001.00; partial funding in the amount of \$80,000 is included in the FY 18-19 City Facilities budget (Account No. 53-252-5392) for the City Hall Roof and Police Roof Replacement. Additional funding in the amount of \$126,001 is requested to be appropriated from the JPWA one-cent Capital Fund fund balance and budgeted to Account No. 53-252-5392 [Robinson] Chris Robinson presented Item 11. Josh Wedman made a motion to approve Item 11. Donna Ogez seconded the motion. A roll call vote of members was taken as follows:

Gary Isbell	Yes
Cory Box	Yes
Donna Ogez	Yes
Josh Wedman	Yes
Kaye Lynn	Yes

Mayor Robert Lee Yes

Motion carried

12. Request to approve Service Agreement and Memorandum of Understanding with Neutron Holdings, Inc. DBA Lime for pilot program for Mobility Device Sharing Services (e-scooters). [Nowlin] Teresa Nowlin introduced Item 12. Rob Greenleaf and Rachel Skrovina from Lime gave a presentation and answered questions from the Council. Chief Arthur spoke to Council about this safety. Cory Box made a motion to approve Item 12. Gary Isbell seconded the motion. A roll call vote of members was taken as follows:

Gary Isbell	Yes
Cory Box	Yes
Donna Ogez	Yes
Josh Wedman	Yes
Kaye Lynn	No
Mayor Robert Lee	Yes

Motion carried

13. Request to enter Executive Session under 25 O.S. section 307(B)(4) for the purpose of confidential communications with the City Attorney regarding ongoing litigation that disclosing to the public would seriously impair the City's ability to litigate. (Sparkman Land condemnation litigation) [Nowlin] Josh Wedman made a motion to approve Item 13. Cory Box seconded the motion. A roll call vote of members was taken as follows:

Gary Isbell	Yes
Cory Box	Yes
Donna Ogez	Yes
Josh Wedman	Yes
Kaye Lynn	Yes
Mayor Robert Lee	Yes

Motion carried

Council entered into Executive Session at 11:43 p.m.

Council exited from Executive Session at 12:18 a.m. No votes were taken

Other Business

1. City Manager's Report. Rebeca Stewart gave the City Manager's report to Council.
 - (a) Correspondence

Adjournment. Cory Box made a motion to adjourn. Kaye Lynn seconded the motion. A roll call vote of members was taken as follow:

Gary Isbell	Yes
Cory Box	Yes
Donna Ogez	Yes
Josh Wedman	Yes
Kaye Lynn	Yes
Mayor Robert Lee	Yes

Motion carried. The Jenks City Council adjourned at 12:30 a.m.

Robert Lee, **MAYOR**

CITY CLERK



Memorandum

To: Mayor Lee and City Council Members
From: Jim Beach, City Planner
Hearing Date: July 15, 2019
Subject: **Frazier Meadows Preliminary/Conditional Final Plat (JZ 19-640 PUD 116)**
Location: NW/c East 131st Street and South Harvard Avenue (Ward 3)

Exhibits:

1. Subdivision Plat
2. Deed of Dedication and Restrictive Covenants
3. Utilities Plan

Applicant: Charles Wollmershauser
Action Requested: Approval of Preliminary/Conditional Final Plat for “Frazier Meadows”
Current Zoning: AG – Agriculture; RS-2/PUD 116 pending
Lot Size: Phase 1 Approximately 29.61 acres
Surrounding Zoning and Land Uses: AG zoning with rural single-family properties to the east, open land to the north and west, small lot single-family residential development to the south across 131st
Applicable Regulations: **Jenks Zoning Code**, Section 260 - Platting Requirement. “For the purposes of providing a proper arrangement of streets and assuring the adequacy of open spaces for traffic, utilities, and access of emergency vehicles, commensurate with the intensification of land use customarily incident to a change of zoning, a platting requirement is established...”
Jenks Subdivision Regulations, Section 2.4 Preliminary Plat, Section 2.5 Final Plat; and Section 1.13 Definitions
Record Plat – A map of land subdivision prepared in a form suitable for filing of record with necessary affidavits, dedications and acceptances, covenants, if any, and with complete bearings, angles, and dimensions of all lines defining blocks, lots, rights-of-way, easements, public areas, and other dimensions of land as required in these regulations.
Subdivision – The division of land into lots, parcels, tracts or areas, any one of which when divided has an area of less than two and one-half (2-1.2) acres, or any division of land involving the dedication of right-of-way or alignment of any existing or proposed street or highway, or the resubdivision of land heretofore divided into lots, sites, or parcels.
a. Standard Subdivision – A subdivision other than a lot split.
b. Lot Split Subdivision – A subdivision comprising three or fewer lots (see Lot Split).

CRITERIA and CONSIDERATIONS FOR ACTION

Section 2.4.D. of the Subdivision Regulations at the end of this report is a checklist of the minimum required elements of a preliminary plat. There is a similar list but with nothing unique to final plats in Section 2.5. In addition, the plat must recite the approved PUD development standards.

BACKGROUND

The project will be a single-family residential subdivision known as Frazier Meadows to be built in two phases. Both phases are included in the approved PUD, only Phase One is being platted at this time. Phase One will have 87 single-family residential lots on public streets, and two reserves. Reserve A is to preserve natural trees and drainage. It will contain a large retention pond in the northwest corner of the property and will include green space, a pool, and clubhouse amenities. Reserve B, located near the southwest corner of the property, will be used as a playground or a dog park. Three access points will serve the development, one on 131st Street and two on Harvard Avenue. A perimeter 6' wood fence with masonry columns will be installed along 131st Street and Harvard Avenue. Masonry walls will mark the entries and have permanent subdivision signage.

STAFF EVALUATION

This plat submission reflects changes to the layout after approval of the PUD. Reserve A has been enlarged to take in the existing pond and preserve a large area of existing trees resulting in a rearrangement and reduction of lots. A second access point on Harvard was added to make three total ingress/egress points to the subdivision.

During the PUD hearing and discussion of masonry requirements for the houses, the applicant promised to “bring back a product at plat” to satisfy the masonry requirement on the second stories. The Council stayed with the staff recommendation of 75% masonry on second stories, understanding that they might consider a different percentage and make an adjustment at the plat once they understand the proposed product.

Certain lots such as Lot 11, Block 4, and Lot 21 & 22, Block 3 should be adjusted to a more practical configuration for more flexible usage. These would be considered minor changes that are commonly made before the approved plat is submitted for signatures.

The Technical Advisory Committee and staff have reviewed the plat. Several items have been noted and made conditions listed below. The final plat must address all these items, and any subsequent items coming from the Planning Commission and City Council reviews of the preliminary/conditional final plat before it will be submitted for signatures.

PLANNING COMMISSION

In the Planning Commission hearing on July 3, 2019, there was considerable discussion about what should be considered PUD restrictions and what should be private restrictions. Staff recommended moving certain paragraphs from the PUD section to the Private Restrictions section because they were not originally included as standards in the PUD submittal and therefore were not conditions of approval of the PUD. In addition, staff believes they are more appropriately governed by the developer and ultimately the HOA than by the City.

Due to multiple late revisions by the applicant, the numbers for these recommended sections were no longer consistent with the latest numbering in the document and, in the confusion, the Planning Commission struck the recommendation entirely.

The Planning Commission voted unanimously (Davis, Randolph, Fulkerson, Brown, West, Minden) to recommend approval of the preliminary/conditional final plat subject to the following conditions:

- A. Accepting the previously listed recommendations, but striking recommendation #5
- B. Amended 2.1.4 of the restrictive covenants to include utilization of sidewalks
- C. Setbacks for fences in 2.1.11 meet the zoning code requirements of fencing
- D. Addition section 6.1 to include maintenance on S. Harvard
- E. Striking section 7.40 of the restrictive covenants
- F. Meet the City Council requirements for the PUD on periodic masonry on the border fencing
- G. Submission for street light plan, including proper lighting at entrances, before final approval
- H. Submission of final stormwater plans and approved to include dissipation and discharge velocity to inlet

RECOMMENDATION

Staff recommends approval of the preliminary/conditional final plat per Planning Commission recommendation, with modifications for clarity. The following are a consolidated list of conditions that includes the Planning Commission conditions above and staff's recommended additional conditions:

1. Add graphic scale to face of plat;
2. Identify by name all platted and unplatted lands on the location map;
3. Clearly show on the face of the plat the Point of Commencement and show the traverse route to the Point of Beginning with the bearings and distances labeled;
4. Work with planning staff to assign street names;
5. Move Sections 2.1.8, *Landscape*; 2.1.10, *Minimum Trees*; and 2.1.11, *Interior Fencing or Walls* from PUD Development Standards to Private Restrictions section;
6. Add language in section 2.1.11 that fences must be setback as required by the Zoning Code;
7. Additional language in section 6.1 to include "maintenance on S. Harvard";
8. Striking section 7.4 *Fencing* of the restrictive covenants;
9. Move Section 2.1.4 *Streets* to its own paragraph numbered 1.5 *Streets* and include language describing public sidewalks as required by City ordinances;
10. Re-number 2.1 *Planned Unit Development Restrictions* to 2.3 *Planned Unit Development Restrictions*, and all sub paragraphs to 2.3.X.;
11. Clubhouse, pool, landscaping, open green space, walkways, and parking shall be in Reserve A, and playground or dog park shall be in Reserve B, both as proposed in the application;
12. Clubhouse shall meet the same design requirements of the houses and be of compatible architectural design;
13. Houses and clubhouse shall be a minimum of 100% masonry on first stories and 75% masonry on second stories;
14. Section 4 "Reserve Areas, Perimeter Fencing, and Landscaping" must include additional paragraphs with language about perimeter fencing and landscaping, or "Fencing" and "Landscaping" removed from the section title;
15. Concrete curbing is required along the entire length of the subdivision perimeter fencing; wood fence to be capped and trimmed and built using steel posts; masonry columns shall be located at each lot corner along Harvard Ave and 131st Street;
16. Perimeter fencing along Harvard Avenue and 131st Street shall be completed prior to release of any occupancy permits;
17. Submit a street light plan, including proper lighting at entrances, before final approval;
18. Submission of final stormwater plans and approved to include dissipation and discharge velocity to inlet;
19. Final civil engineering documents must be approved by the city before final plat will be presented to City Council for acceptance and signatures.

Jenks Subdivision Regulations, Section 2.4:

D. The preliminary plat shall show or be accompanied by the following:

1. The name and address of the owner or owners of the land to be subdivided, the name and address of the subdivider if other than the owner and the name and address of the land surveyor.
2. The date of preparation of the plat, north arrow and scale (written and graphic presentation).
3. Key or location map showing location of subdivisions within the mile section.
4. An accurate legal description of the property.
5. The location and dimensions of all boundary lines of the proposed subdivision to the nearest one-hundredth foot.
6. The names of all adjacent subdivisions and the names, locations and widths of all existing and proposed streets, easements, drainage ways and other public ways, adjacent to the property.
7. The locations and widths of easements of all oil, gas and petroleum products pipelines and of existing utilities on or adjacent to the property.
8. The location and description of all existing structures, water bodies and watercourses.
9. The areas subject to flooding based upon the regulatory floor.
10. The names, locations and widths of all proposed streets.
11. The location and dimension of all proposed streets, drainage ways, pedestrian ways, bike paths, parks, playgrounds, public ways, or other public or private reservations.
12. All proposed lots progressively numbered and building setback lines.
13. Blocks progressively numbered.
14. A topographic map of the subdivided area with contour lines having two (2) feet contour intervals based on United States Coastal and Geodetic Survey datum.
15. Any other information as may be deemed by the Planning Commission as reasonably necessary for the full and proper consideration of the proposed subdivision.

Frazier Meadows - Final Approved Conditions from City Council July 15, 2019

The following are a consolidated list of conditions that includes the Planning Commission conditions above and staff's recommended additional conditions:

1. Add graphic scale to face of plat;
2. Identify by name all platted and unplatted lands on the location map;
3. Clearly show on the face of the plat the Point of Commencement and show the traverse route to the Point of Beginning with the bearings and distances labeled;
4. Work with planning staff to assign street names;
5. Move Sections 2.1.8, *Landscape*; 2.1.10, *Minimum Trees*; and 2.1.11, *Interior Fencing or Walls* from PUD Development Standards to Private Restrictions section;
6. ~~Add language in section 2.1.11 that fences must be setback as required by the Zoning Code; (Strike this)~~
7. Additional language in section 6.1 to include "maintenance on S. Harvard";
8. Striking section 7.40 ~~*Fencing of the restrictive covenants*~~; (7.40 was previously stated as 7.4; (Strike fencing language from previous 7.4)
9. Move Section 2.1.4 *Streets* to its own paragraph numbered 1.5 *Streets* and include language describing public sidewalks as required by City ordinances;
10. Re-number 2.1 *Planned Unit Development Restrictions* to 2.3 *Planned Unit Development Restrictions*, and all sub paragraphs to 2.3.X.;
11. Add language stating that clubhouse, pool, landscaping, open green space, walkways, and parking shall be in Reserve A, and playground or dog park shall be in Reserve B, both as proposed in the application;
12. Add language stating that clubhouse shall meet the same design requirements of the houses and be of compatible architectural design;
13. Add language stating that houses and clubhouse shall be a minimum of 100% masonry on first stories and 75% masonry on second stories;
14. Section 4 "Reserve Areas, Perimeter Fencing, and Landscaping" must include additional paragraphs with language about perimeter fencing and landscaping, or "Fencing" and "Landscaping" removed from the section title;
15. Add language stating that concrete curbing is required along the entire length of the subdivision perimeter fencing; wood fence to be capped and trimmed and built using steel posts; masonry columns shall be located at each lot corner along Harvard Ave and 131st Street;
16. Add language stating that perimeter fencing along Harvard Avenue and 131st Street shall be completed prior to release of any occupancy permits;
17. Submit a street light plan, including proper lighting at entrances, before final approval;
18. Submission of final stormwater plans and approved to include dissipation and discharge velocity to inlet;
19. Final civil engineering documents must be approved by the city before final plat will be presented to City Council for acceptance and signatures.
20. In Section 2.1.2 and 7.2, change the words "livability space" to house size or habitable space or other language to clarify intent and avoid confusion with the defined term *livability space* in the Zoning Code;
21. Delete sections 4.1.2, 4.1.3, 4.2.2, and 4.2.3;
22. Clarify Section 7.32 *Windows* to add Doors, and/or, clarify the intended required materials for doors;