

**AGENDA**  
**JENKS PLANNING COMMISSION**  
**THURSDAY, AUGUST 7, 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](mailto:agendas@jenksok.org).**

**CALL TO ORDER**

**ROLL CALL**

**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 July 09, 2025
  - B. Approve update to Frazier Meadows II Plat, Scrivener's Error to correct lack of street names and addresses.
2. Consideration and appropriate action relating to items removed from the Consent Agenda
3. JZ 25 PUD 154 - A request by Tanner Consulting for a rezoning to RS-2 (Residential) with Planned Unit Development (PUD) 154 Overlay.
4. Amendment to PUD 137, changes to building design, and an adjusted parking plan for development known as "Jenks Market" located on the Aquarium Campus Plat.
5. Public Hearing, discussion, and potential recommendation relating to the possible closing or other alternatives of a platted Right-of-Way. General Location: 301 E 119th St S.

**OTHER BUSINESS**

1. Planning Updates

**ADJOURNMENT**

**MINUTES**  
**JENKS PLANNING COMMISSION**  
**WEDNESDAY, JULY 9, 2025, 6:00 PM**  
**JENKS CITY HALL, 211 NORTH ELM**

CALL TO ORDER

The Jenks Planning Commission was called to order at 6:00 p.m. on July 09, 2025, by Chair Scott West.

ROLL CALL

**Present**

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

**Absent**

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 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 June 05, 2025.
  - B. Approve JL 25-408, a minor subdivision application for a lot combination. General Location: 11493 S 4th St
  - C. Approve JL 25-409, a minor subdivision for the approval of a change of access for Lot 3 Block 1 of South County Crossing Plat. General Location: 121st St, between Elm St and Elwood Ave.

Chair Scott West asked to pull Item 1.B. Rob Sellers made a motion to approve Item 1, pulling 1.B. 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, Rob Sellers, Scott West  
No: None  
Motion Carried.
2. Consideration and appropriate action relating to items removed from the Consent Agenda

Chair Scott West asked questions related to Item 1.B. Planning Director Marcae Hilton spoke about the case and answered the questions. Rob Sellers made a motion to approve Item 1.B. Scott West seconded the motion. A roll call vote of members was taken as follows:  
Yes: Amy Bors, Craig Bowman, Gina Wilson, Greg Nixon, Ray Stephens, Rob Sellers, Scott West

No: None  
Motion Carried.

OTHER BUSINESS

1. Planning Updates

Planning Director Marcae Hilton gave her planning update and answered questions. *She handed a document to the Commissioners which is included at the end of these minutes.*

ADJOURNMENT

Jenks Planning Commission adjourned at 06:19 PM.

# Jenks Oklahoma, USA

## JENKS MARKET

110 East A St, Jenks, OK US  
74037



**ARCHITECT:**  
KSQ Architects PC dba KSQ Design  
601 S Lewis Ave  
Tulsa, Ok 74104  
918.592.0622 office  
www.ksq.design

**OWNER:**  
The Axiom Group, LLC  
110 East A Street  
Jenks, Oklahoma US 74037  
918.284.3461 office  
website

**STRUCTURAL ENGINEER:**  
DCI Engineers  
515 South Congress Ave  
Suite 600  
Austin, Texas US 78704  
512.472.9797 office  
dci-engineers.com

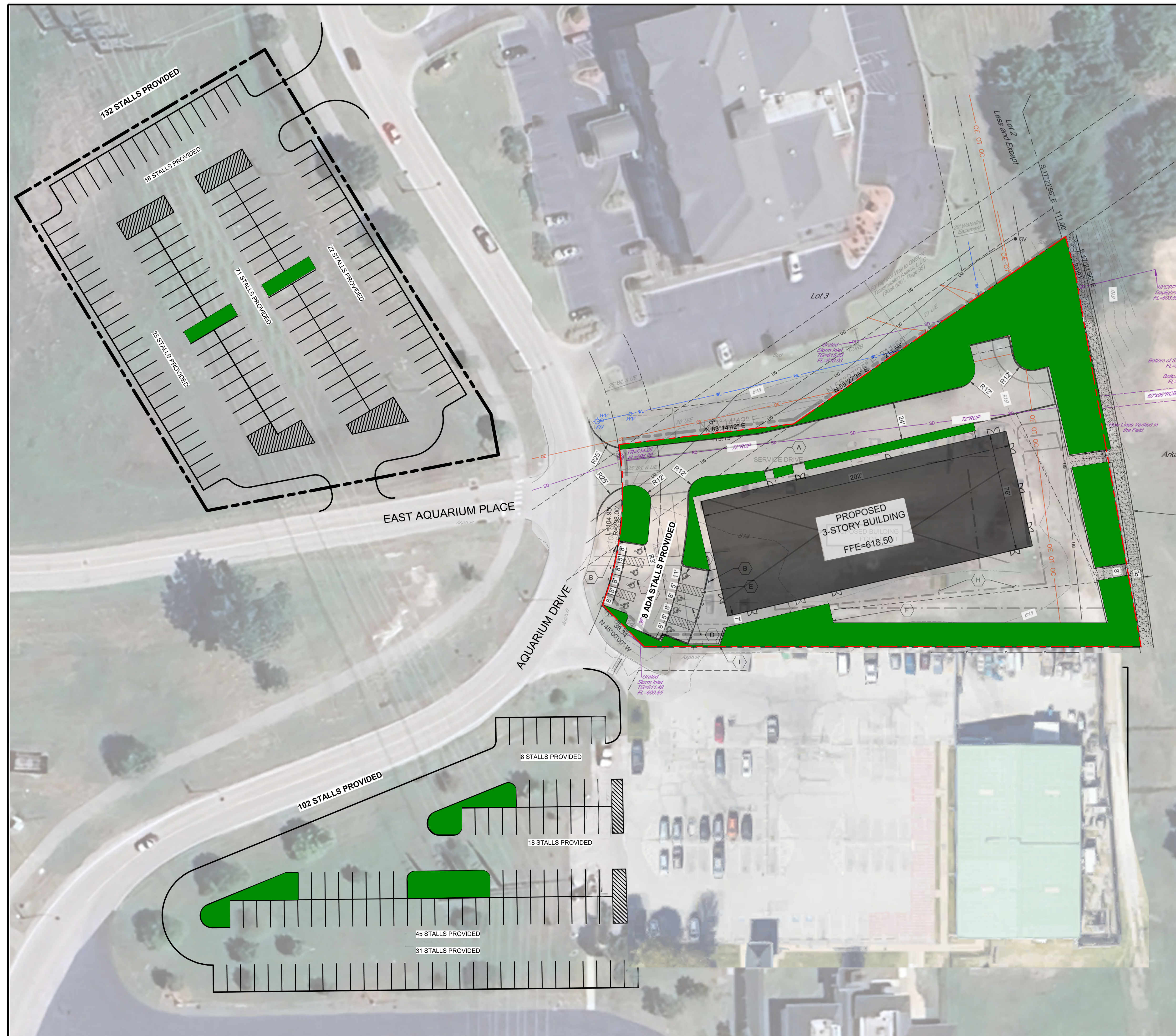
**MEP ENGINEER:**  
Precision Engineering Group  
5800 E Skelly Dr #1100  
Tulsa, Oklahoma US 74135  
918.749.3000 office  
precisiongroup.net

**CIVIL ENGINEER:**  
Route 66 Engineering  
28 N Water St,  
Sapulpa, Oklahoma US 74066  
918.248.1129 office  
66eng.com

100% DD  
6/13/2025

TOTAL PARKING STALLS REQUIRED: 225  
 TOTAL PARKING PROVIDED: 242  
 (INCLUDING 8 ADA STALLS)

TOTAL SITE AREA: 57,850 SF  
 TOTAL LANDSCAPING (PERVIOUS) 18,742 SF  
 % IMPERVIOUS = 68%



JENKS MARKET

JENKS OKLAHOMA



REVISIONS

No.	Description	Date

ISSUED: 100% DD  
 DATE: 6/13/2025

SCALE: 1" = 30'-0"  
 SHEET NAME:  
 ARCHITECTURAL SITE PLAN

SHEET NUMBER:

**A-011**

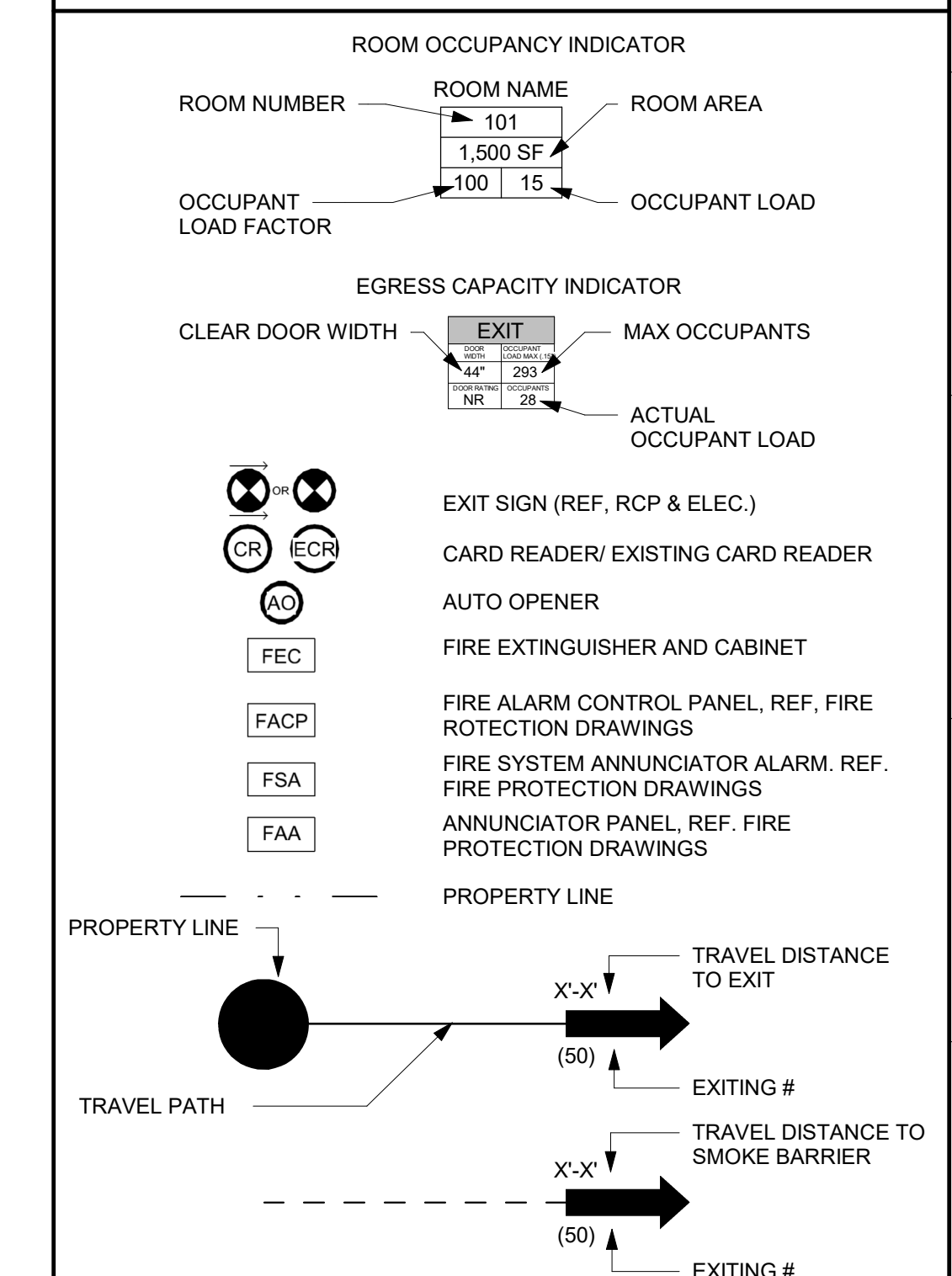
ARCHITECTURAL SITE PLAN  
 1" = 30'-0" A2 NORTH

# BUILDING & LIFE SAFETY REQUIREMENTS

## LEGEND

ASSEMBLY KEY	WALL RATING	DESCRIPTION	NFPA 2012 (EXIST.)	NFPA 2012 (NEW)	IBC 2018	OPENINGS		DAMPERS	
						RATING	REFERENCE	TYPE	REFERENCE
- - - - -	1 HR	OCCUPANCY/AREA SEPRATION FIRE BARRIER	NFPA 6.1.14 NFPA 8.2.3.1.2	NFPA 6.1.14 NFPA 8.2.3.1.2	IBC 508.3 IBC 508.3.3	60 MIN	NFPA 8.2.3.2.3.1 (1) IBC 707.6 TABLE 716.5	FIRE 90 MIN	NFPA 1005.3.4.1 IBC 707.10 IBC 717.3.2 IBC 717.5.2
		HAZ. / INCIDENTAL USE FIRE BARRIER	NFPA 20.3.2.1 NFPA 8.4.1.1	NFPA 20.3.2.1 NFPA 8.4.1.1	IBC 508.2 IBC 707.3.7	45 MIN	NFPA 8.2.3.2.3.1 (2) IBC 707.6 IBC 716.5	FIRE 90 MIN	IBC 716.6 IBC 717.3.2 IBC 716.8.2 IBC 717.5.2

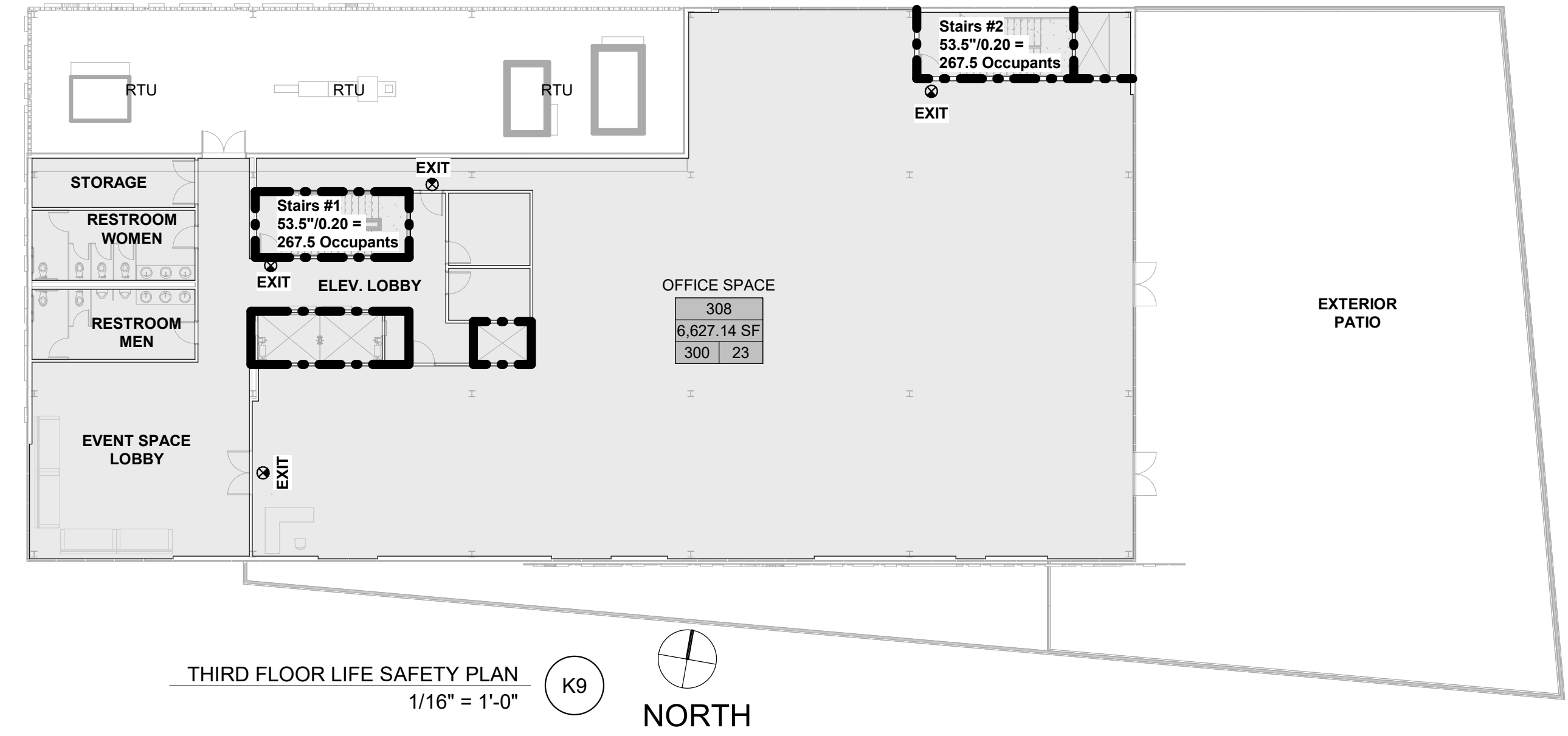
## SYMBOLS



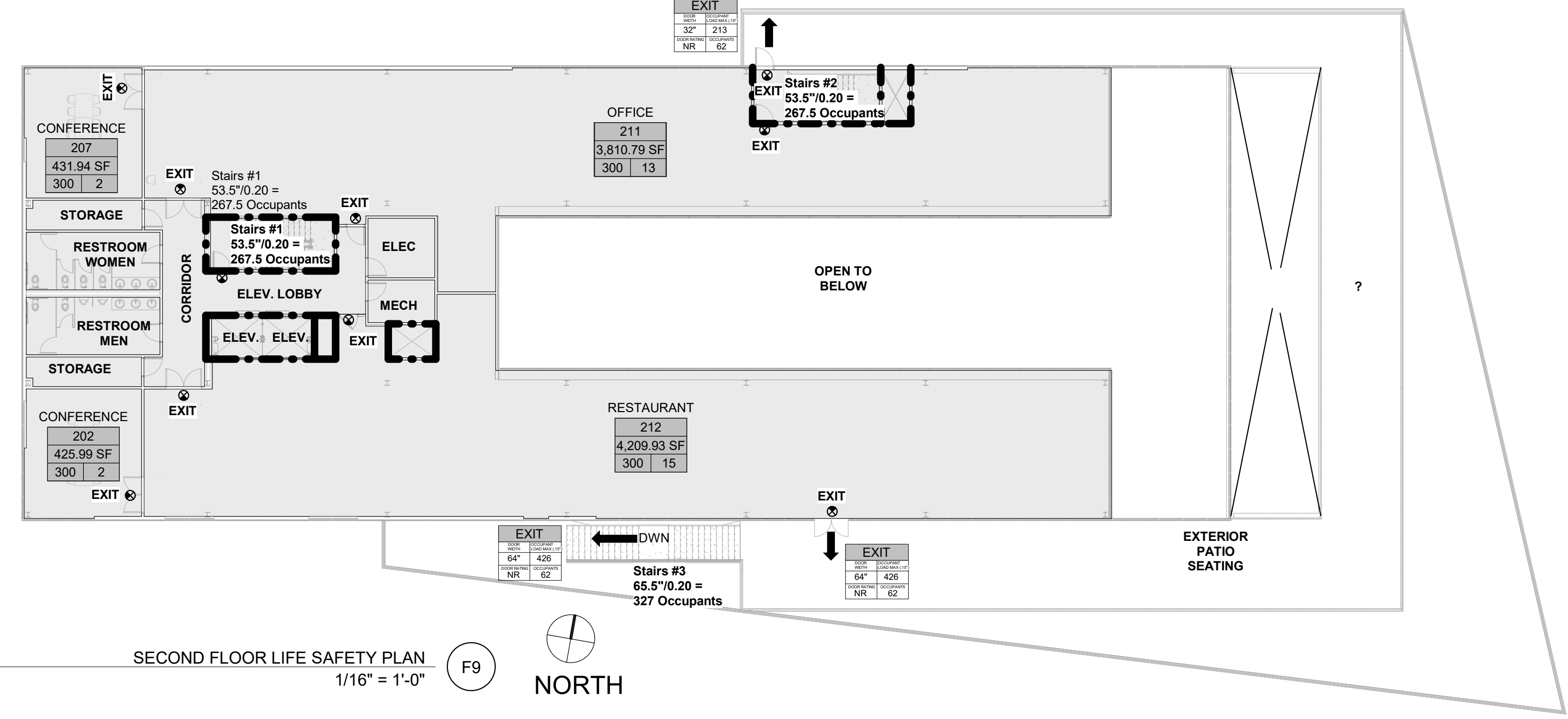
## NOTES

- [A] DAMPERS ARE NOT REQUIRED IN DUCT PENETRATIONS OF SMOKE BARRIERS WHERE HVAC SYSTEMS ARE FULLY DUCTED (18.3.7.3)(2)
- [B] AIR TRANSFER OPENINGS IN SMOKE PARTITIONS SHALL HAVE DAMPERS (NFPA 8.2.4.3) (IBC 710.8)
- [C] SMOKE DAMPERS ARE NOT REQUIRED WHERE OPENINGS IN DUCT ARE LIMITED TO A SINGLE SMOKE COMPARTMENT & DUCTS ARE MADE OF STEEL (IBC 717.5.5)
- [D] TRANSFER GRILLES REGARDLESS OF WHETHER THEY ARE PROTECTED ARE NOT ALLOWED IN THESE DOORS OR WALLS (NFPA 18.3.6.4)

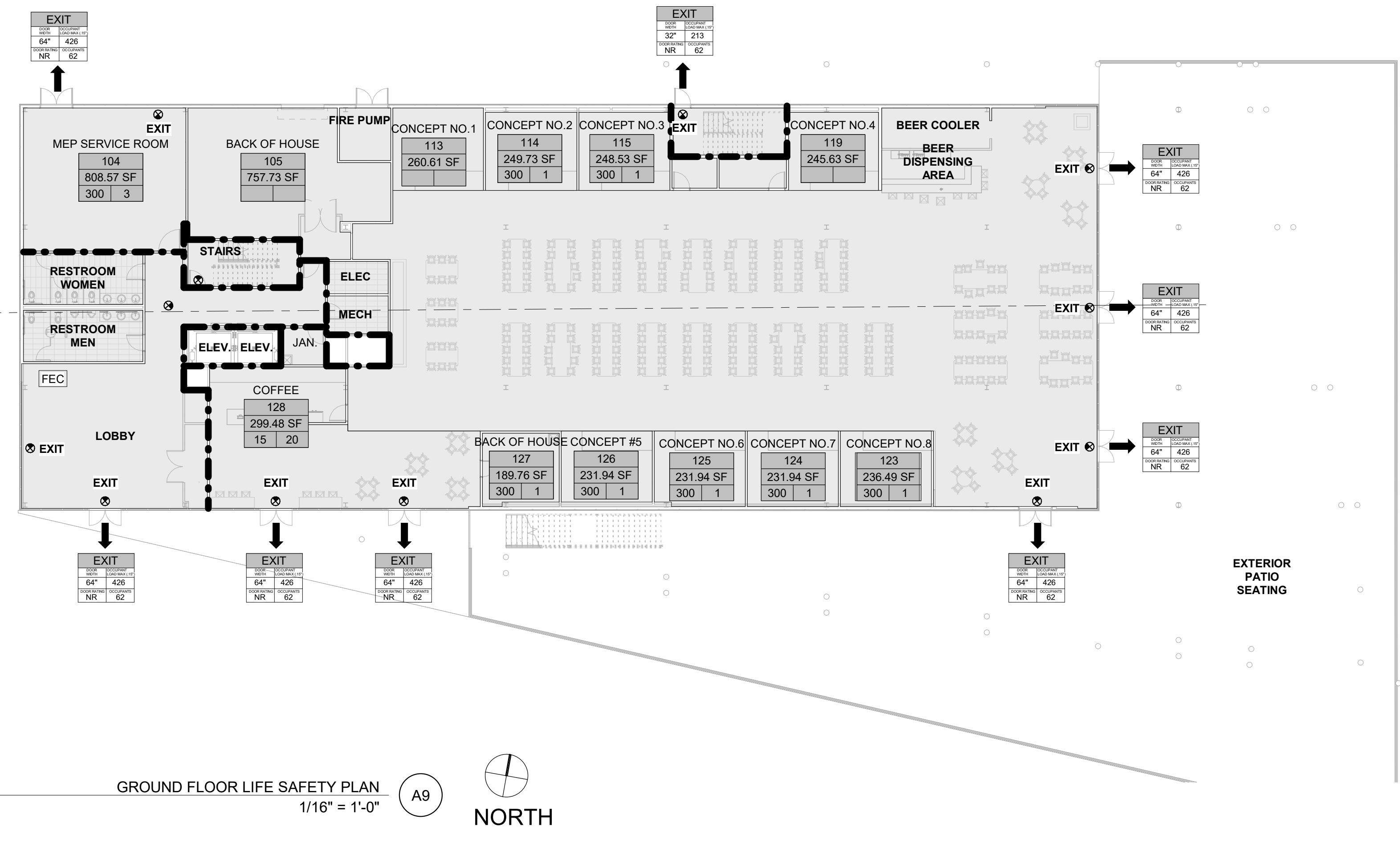
**THIRD FLOOR GROSS SF**  
 USE: BUSINESS (B)  
 PARKING REQUIRED: 1:300 GSF  
 TOTAL GSF: 9,750 SF = 33 PARKING STALLS



**SECOND FLOOR GROSS SF**  
 USE: BUSINESS (B)  
 PARKING REQUIRED: 1:300 GSF  
 TOTAL GSF: 11,243 SF = 38 PARKING STALLS



**FIRST FLOOR GROSS SF**  
 USE: ASSEMBLY (A-2)  
 PARKING REQUIRED: 1:100 GSF  
 TOTAL GSF: 15,365 SF = 154 PARKING STALLS



**ARCHITECT**  
**ksqdesign**  
 KSQ Architects PC dba KSQ Design  
 601 S Lewis Ave  
 Tulsa, OK 74104  
 918.592.0622 office  
 www.ksqdesign.com

**Owner**  
 The Axiom Group, LLC  
 110 East A St, Jenks, OK US 74037  
 918.284.3461 office  
 website

**Civil Engineer**  
 Route 66 Engineering  
 Sapulpa, Oklahoma US 00000  
 000.000.0000 office  
 website

**Structural Engineer**  
 STRUCTURAL ENGINEER  
 Anytown, US 00000  
 000.000.0000 office  
 website

**MEP Engineer**  
 MEP ENGINEER  
 Anytown, US 00000  
 000.000.0000 office  
 website

**Lighting Consultant**  
 LIGHTING CONSULTANT  
 Anytown, US 00000  
 000.000.0000 office  
 website

**Exterior Wall Consultant**  
 EXT WALL CONSULTANT OR OTHER  
 Anytown, US 00000  
 000.000.0000 office  
 website



**JENKS MARKET**

JENKS OKLAHOMA



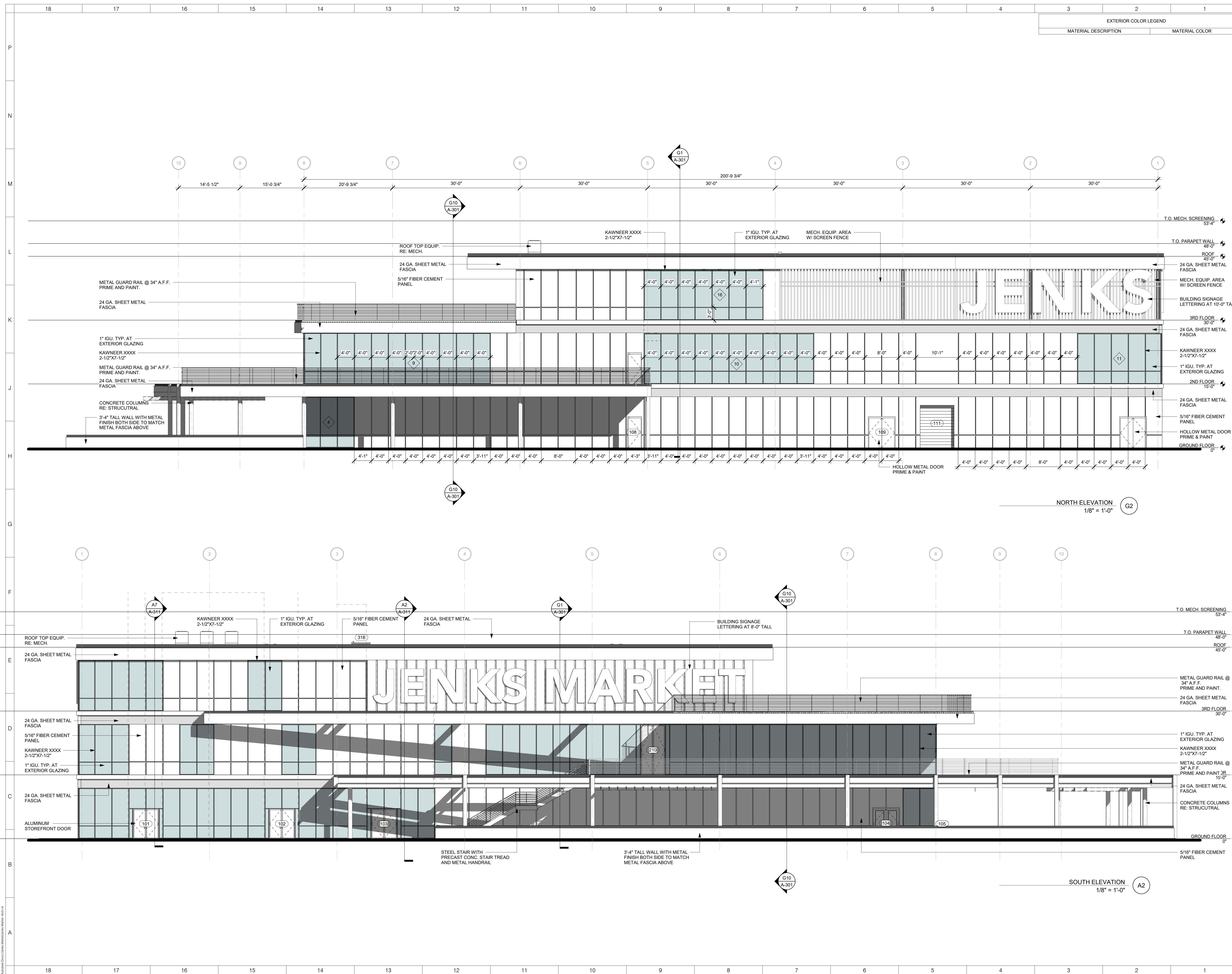
REVISIONS		
No.	Description	Date

**ISSUED:** 100% DD  
**DATE:** 6/13/2025  
**SCALE:** As indicated  
**SHEET NAME:**  
 LEVEL 1 LIFE SAFETY PLAN  
**SHEET NUMBER:**

**G-101**

PROGRESS SET - FOR REVIEW ONLY

6/13/2025 3:04:17 PM



EXTERIOR COLOR LEGEND	
MATERIAL DESCRIPTION	MATERIAL COLOR

**ARCHITECT**  
**ksqdesign**  
 601 S Lewis Ave  
 Tulsa, OK 74104  
 918.592.0622 office  
 www.ksq.design

**Owner**  
 The Axiom Group, LLC  
 110 East A St, Jenks, OK US 74037  
 918.284.3461 office  
 website

**Civil Engineer**  
 Route 66 Engineering  
 Sapulpa, Oklahoma US 00000  
 000.000.0000 office  
 website

**Structural Engineer**  
 STRUCTURAL ENGINEER  
 Anytown, US 00000  
 000.000.0000 office  
 website

**MEP Engineer**  
 MEP ENGINEER  
 Anytown, US 00000  
 000.000.0000 office  
 website

**Lighting Consultant**  
 LIGHTING CONSULTANT  
 Anytown, US 00000  
 000.000.0000 office  
 website

**Exterior Wall Consultant**  
 EXT WALL CONSULTANT OR OTHER  
 Anytown, US 00000  
 000.000.0000 office  
 website

**FRISBIE LOMBARDI**

**JENKS MARKET**

JENKS OKLAHOMA

**KEY PLAN**

**REVISIONS**

No.	Description	Date

**ISSUED:** 100% DD  
**DATE:** 6/13/2025  
**SCALE:** 1/8" = 1'-0"  
**SHEET NAME:** BUILDING ELEVATIONS  
**SHEET NUMBER:** A-201

PROJECT NUMBER: 2334100.00 COPYRIGHT © 2022 KSQ ARCHITECTS, PC

6/13/2025 2:28:34 PM

Page 7 of 11

PROGRESS SET - FOR REVIEW ONLY

18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1



EXTERIOR COLOR LEGEND	
MATERIAL DESCRIPTION	MATERIAL COLOR

ARCHITECT



**KSQ Architects PC dba KSQ Design**  
 601 S Lewis Ave  
 Tulsa, OK 74104  
 918.592.0622 office  
 www.ksq.design

**Owner**  
 The Axiom Group, LLC  
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**Civil Engineer**  
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**Lighting Consultant**  
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 website

**Exterior Wall Consultant**  
 EXT WALL CONSULTANT OR OTHER  
 Anytown, US 00000  
 000.000.0000 office  
 website



# JENKS MARKET

JENKS OKLAHOMA

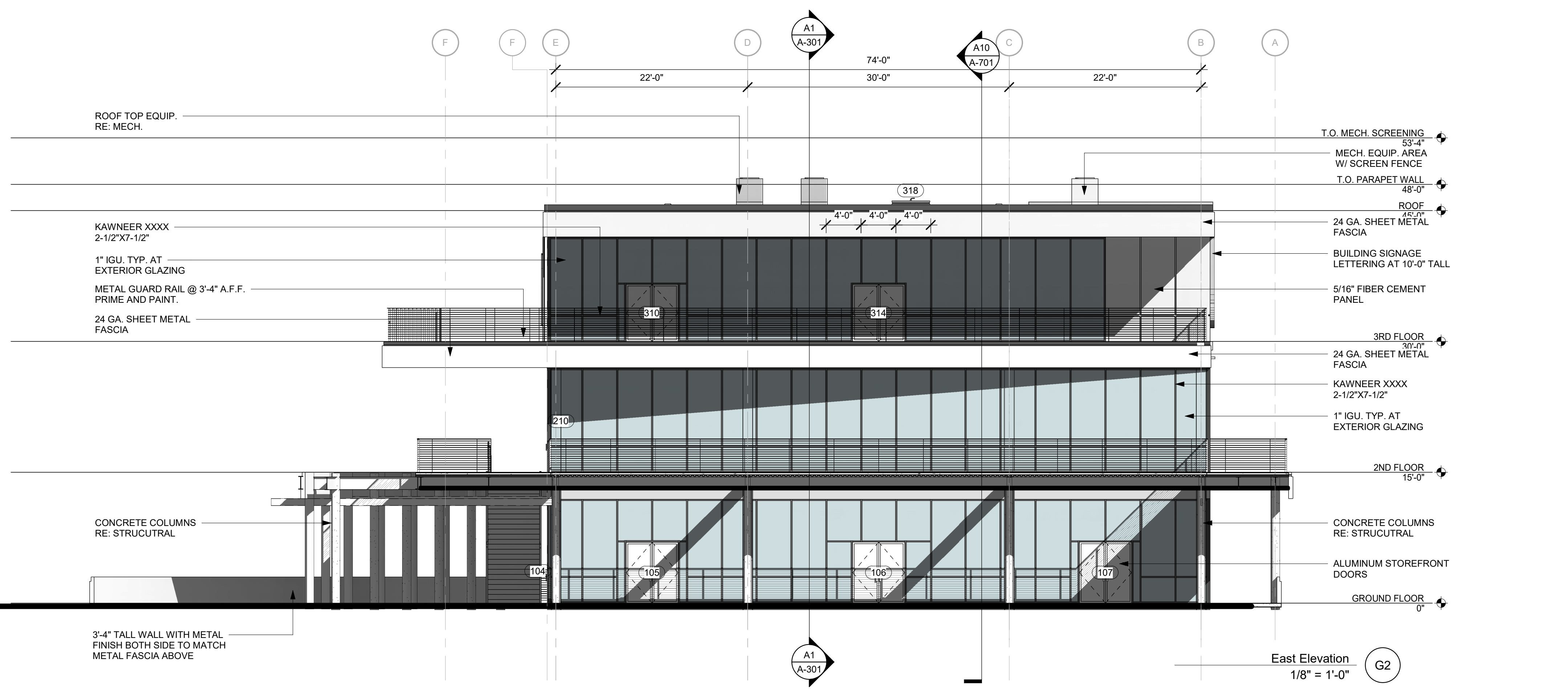


REVISIONS

No.	Description	Date

**ISSUED:** 100% DD  
**DATE:** 6/13/2025  
**SCALE:** 1/8" = 1'-0"  
**SHEET NAME:** BUILDING ELEVATIONS  
**SHEET NUMBER:**

# A-202



PROGRESS SET - FOR REVIEW ONLY

To	Chair, Dr. Scott West and Planning Commission
Hearing Date	August 7, 2025
Case Number	Minor Subdivision   Frazier Meadows II, Scrivener Error Correction for Final Plat
Request(s)	Recommendation of approval of Scriveners Error
Location	NW Corner of East 131st Street and South Harvard Avenue
Applicant	Robert Bell, Bell Land Use

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## Staff Report

Preparer | Marcaé Hilton

### Attachments

- Plat Documents & Updated PUD
- Frazier Meadows Scriveners Error

### Preparer

Robert Bell, Bell Land Use, INCOG  
RK and Associates

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## Background Information

### FINAL PLAT

CITY COUNCIL APPROVAL | May 7, 2024

PLANNING COMMISSION SUMMARY | April 18, 2024 | Approved at the regularly scheduled hearing (Consent Agenda) | 7-0-0

### PRELIMINARY PLAT

CITY COUNCIL APPROVAL | APRIL 20, 2021

PLANNING COMMISSION SUMMARY | APRIL 08, 2021

- JZ 21 PUD 116.mi1 – minor amendment to Frazier Meadows
  - Question about setbacks
  - Discussion on of rear setbacks should be placed on the plat
  - Approved 6-0-1 (One Planning Commissioner absent)
- Frazier Meadows final plat
  - Approved 6-0-1 (One Planning Commissioner absent)

**STAFF COMMENTARY** | The project is part of PUD 116 which was approved May 21, 2019 as a single-family residential subdivision “Frazier Meadows” was built in two phases. The original 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 diagonally across the parcel. The realignment of

130<sup>th</sup> Street triggered an amendment to PUD 116 and a revised Final Plat. The development will be built in two phases. Phase One has 101 single-family residential lots on public streets, and two reserves. It will contain a large retention pond in the northwest corner of the property and will include green space, a pool, and clubhouse amenities as well as interior sidewalks and along the street frontage.

### **FRAZIER MEADOWS PHASE 1 HAD TWO (2) REQUESTS**

1. Recommendation of approval of PUD 116 Minor Amendment
  - Realignment of 130<sup>th</sup> 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 128<sup>th</sup>
    - Accommodate Lot 11, Block 8
    - Accommodate future development to north | property to be purchased for gated development “Frazier Falls”

### **PLANNING DATA**

Plat data

**Frazier Meadows | Phase I | No. 7026 | Filed 03/21/2022**

26.74 Acres

100 Lots

8 Blocks

**Frazier Meadows | Phase II**

7.85 Acres

3 Blocks

- Block 9 | 12 Lots
- Block 10 | 8 Lots
- Block 11 | 11 Lots

PLAT Note: Homes to face the most restricted building line.

TAC COMMENTS

April 04, 2024

ONEOK

There is an active gas line requiring an encroachment agreement.

1. ONEOK has yet to receive it.
2. ONEOK needs a list of construction equipment and language
3. Provide copy of encroachment agreement with OneOK  
COJ, Marcaé Hilton
4. Street names to align with UDO.
  - a. Name will be changed accordingly.

- 5. Owner needs release letters.
- 6. Sidewalks are required internally and along street frontage.

City Council                      Ward 5  
 Current Zoning                    PUD 116 | RS-2  
 Intended Use                      Single-family Residential  
 Parcel ID                          97305730539810  
 STR                                  Section 05, Township 17, Range 13  
 Comprehensive Plan              Medium Intensity Single-family  
 General Location                  Northwest Corner of 131<sup>st</sup> and Harvard  
 Site Area                          9.50 Acres  
 Public Comment                   None at the time of this staff report

**Zoning Surrounding:**

North:                              PUD 116 (Overlay) | RS-2 | Frazier Meadows  
 South:                              AG | Undeveloped and CS (Commercial Shopping) & PUD 49 | RS-2 | Providence Hills  
 West:                                AG | Agriculture-Undeveloped & RS-1 Single-family | Sunrise Ridge  
 East:                                 RS-1 | Two Single-family residential properties (One home built)

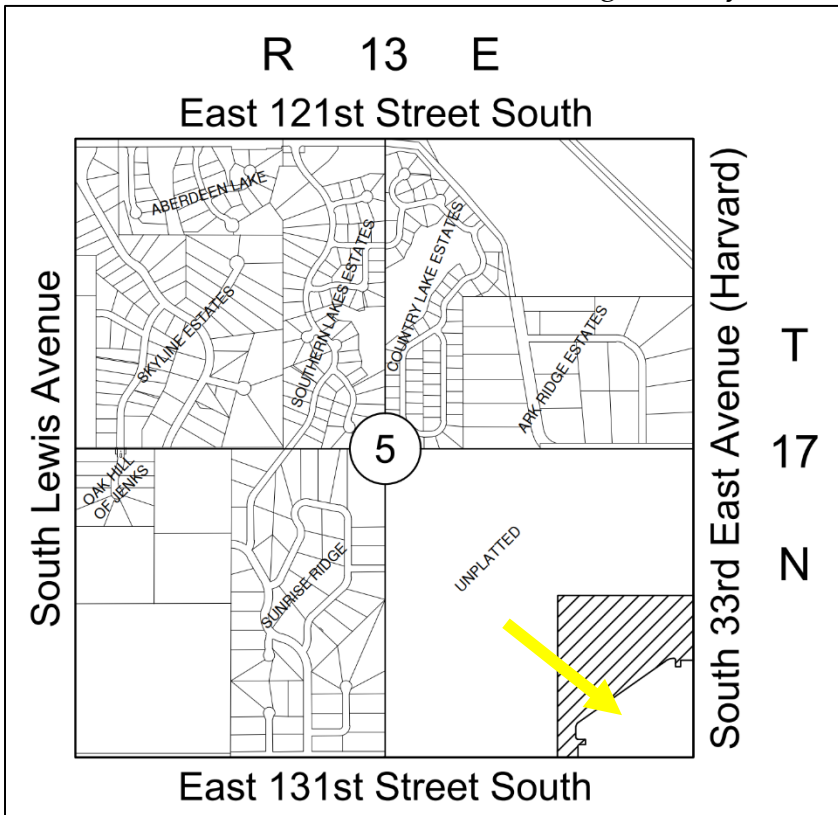


Figure 1: Site Map

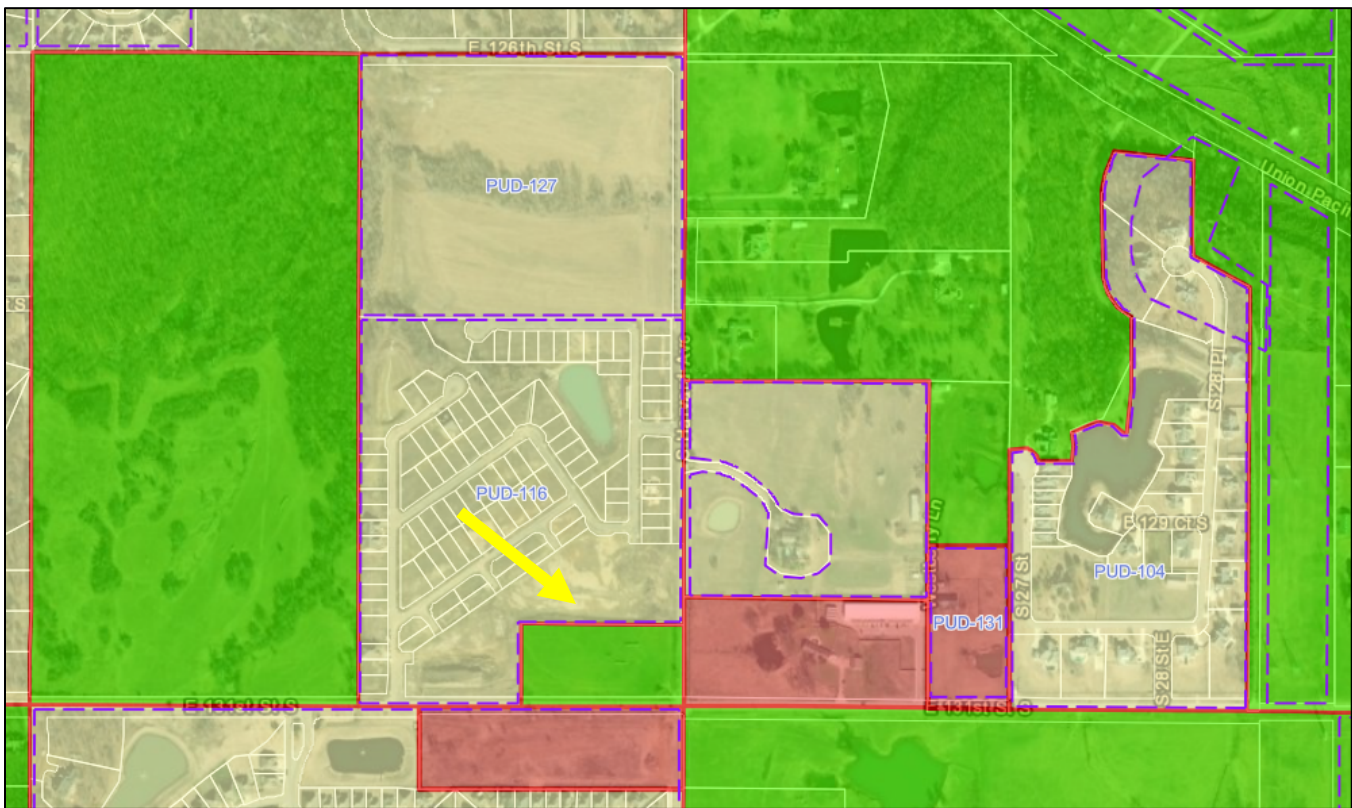


Figure 2: ZONING MAP

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## Staff Evaluation & Recommendation

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**EVALUATION** | The Frazier Meadows subdivision phase II plat was filed with errors. The plat did not include addresses, or street names and requires a scrivener's error and re-filing through the Minor Subdivision process. The original plat was released to Mr. Bell, the applicant at the time, for filing without the consent and final review of the City Planner.

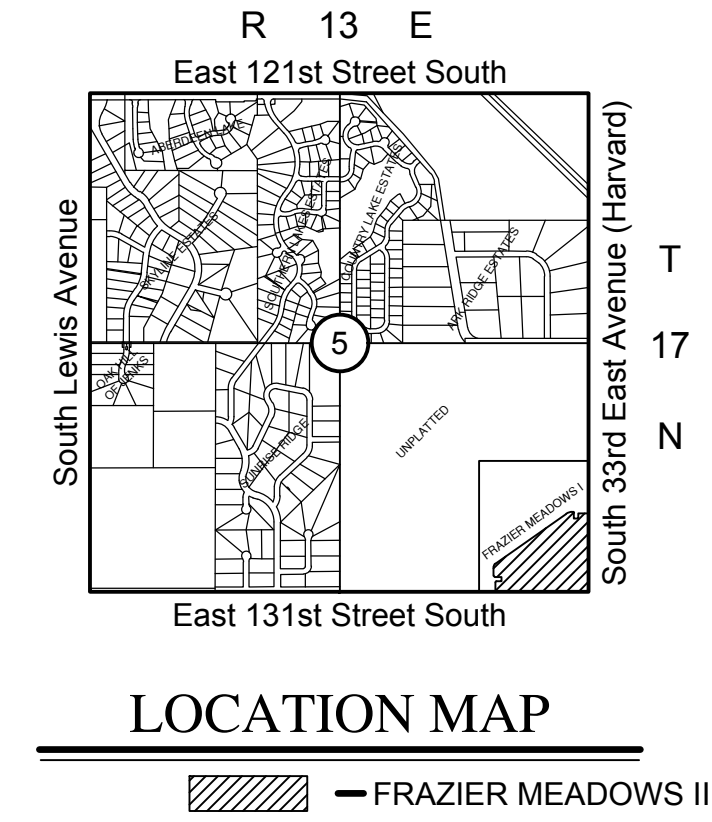
Approving the request will allow the developer to refile the Frazier Meadows Phase II plat and continue to move into the building phase of development.

**RECOMMENDATION** | **Approve**

*Staff recommends conditional approval of the minor subdivision request to refile the Final Plat of Frazier Meadows Phase II with the street names and addresses.*

# FRAZIER MEADOWS II

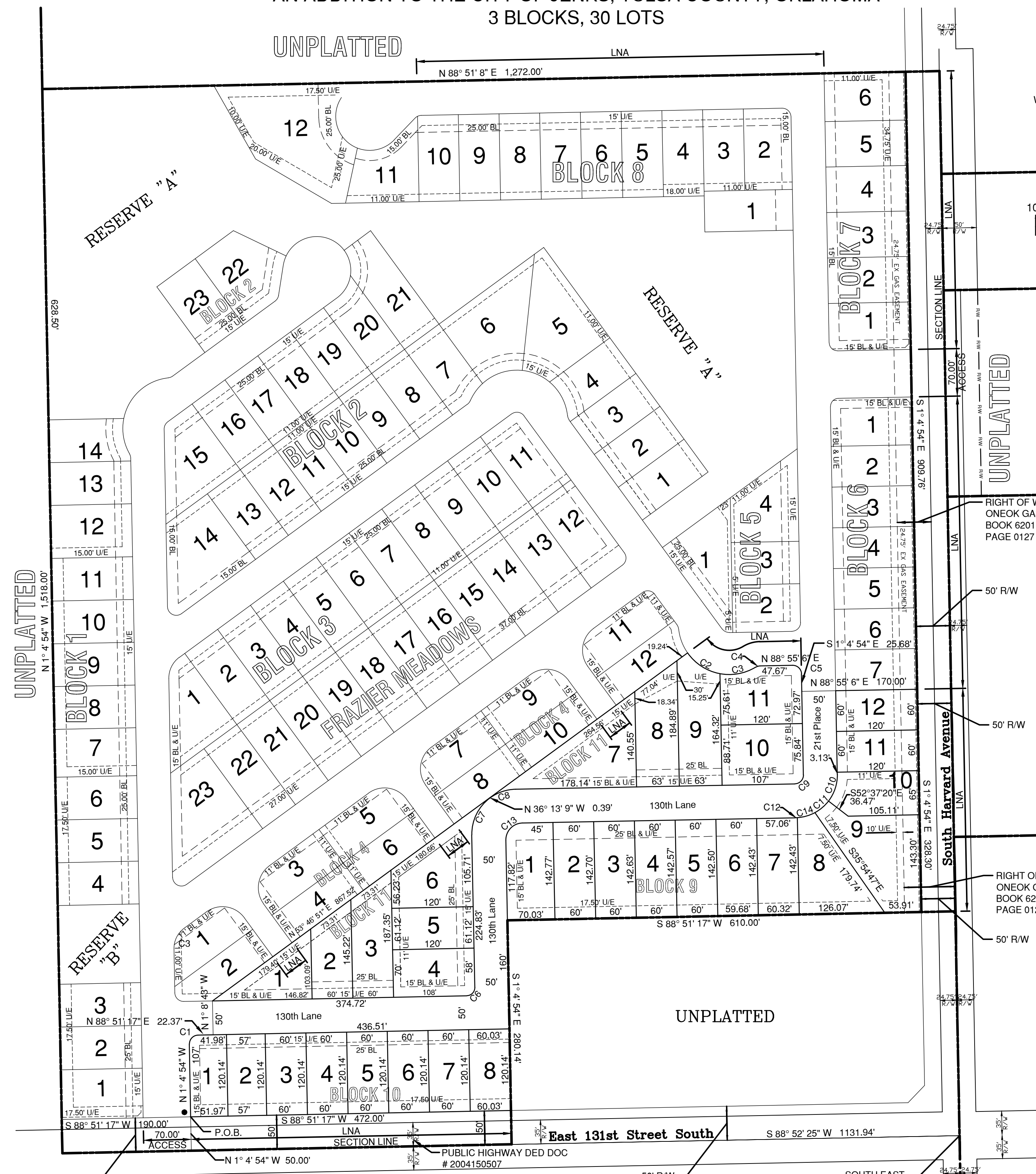
PLANNED UNIT DEVELOPMENT NO. 116  
PART OF THE SE/4 OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 13 EAST,  
AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA  
3 BLOCKS, 30 LOTS



BLOCK 9 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
1	9,865.79	2068 130TH LANE S.
2	8,563.94	2072 130TH LANE S.
3	8,559.95	2076 130TH LANE S.
4	8,555.96	2080 130TH LANE S.
5	8,551.98	2084 130TH LANE S.
6	8,530.19	2088 130TH LANE S.
7	8,561.85	2092 130TH LANE S.
8	11,254.62	2096 130TH LANE S.
9	15,192.10	12941 S. 21ST PLACE E
10	7,956.09	12937 S. 21ST PLACE E
11	7,200.00	12933 S. 21ST PLACE E
12	7,200.00	12929 S. 21ST PLACE E

BLOCK 10 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
1	6,567.33	2036 130TH LANE S.
2	6,547.74	2040 130TH LANE S.
3	7,208.14	2044 130TH LANE S.
4	7,208.14	2048 130TH LANE S.
5	7,208.14	2052 130TH LANE S.
6	7,208.14	2056 130TH LANE S.
7	7,208.14	2060 130TH LANE S.
8	7,212.09	2064 130TH LANE S.

BLOCK 11 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
1	7,568.09	2043 130TH LANE S.
2	7,449.24	2047 130TH LANE S.
3	9,976.91	2051 130TH LANE S.
4	8,369.10	2059 130TH LANE S.
5	7,334.00	2063 130TH LANE S.
6	11,992.17	2067 130TH LANE S.
7	14,086.32	2075 130TH LANE S.
8	10,251.48	2079 130TH LANE S.
9	11,296.78	2079 130TH LANE S.
10	10,616.72	2091 E. 130TH LANE S.
11	9,783.78	12936 S. 21ST PLACE E



### 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.

CURVE DATA TABLE				
NO.	RADIUS	CURVE LENGTH	CHORD LENGTH	DELTA
C1	13.00'	20.41'	18.37'	89°93'65"
C2	75.00'	58.34'	56.88'	44°56'84"
C3	75.00'	54.70'	53.50'	41°78'81"
C4	13.00'	6.87'	6.79'	30°27'26"
C5	13.00'	20.42'	18.39'	90°0'0"
C6	12.00'	18.85'	16.97'	90°0'0"00"
C7	66.00'	63.27'	60.88'	54°92'61"
C8	66.00'	40.48'	39.84'	35°13'74"
C9	13.00'	20.42'	18.39'	90°0'0"
C10	63.00'	42.29'	41.50'	38°45'94"
C11	63.00'	26.52'	27.07'	24°80'78"
C12	63.00'	2.87'	2.87'	02°61'11"
C13	25.00'	39.30'	35.36'	90°06'35"
C14	63.00'	27.28'	27.07'	24°80'78"

**ENGINEER**  
**RK and Associates, PLC**  
9910 South Hudson Place  
Tulsa, Oklahoma 74137  
Richard Kosman, P.E.  
Phone: 918(277-4784)  
rkosman@sbcbglobal.net  
Certificate of Authorization No. 4831  
Expires June 30, 2025

**SURVEYOR**  
**Wallace Design Collective**  
P.O. Box 848  
Chouteau, Oklahoma 74337  
Phone: 918(935-0350)  
Certificate of Authorization No. 4502  
Expires June 30, 2025

- 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/RW = PIPE LINE RIGHT OF WAY
  - R/W DED = RIGHT OF WAY DEDICATION PER COVENANTS

### 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 \_\_\_\_\_

**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





**BLOCK 9  
SQUARE FEET**

LOT NO.	SQ. FT.	ADDRESS
1	9,865.79	
2	8,563.94	
3	8,559.95	
4	8,555.96	
5	8,551.98	
6	8,530.19	
7	8,561.85	
8	11,254.62	
9	15,192.10	
10	7,956.09	
11	7,200.00	
12	7,200.00	

**BLOCK 10  
SQUARE FEET**

LOT NO.	SQ. FT.	ADDRESS
1	6,567.33	
2	6,547.74	
3	7,208.14	
4	7,208.14	
5	7,208.14	
6	7,208.14	
7	7,208.14	
8	7,212.09	

**BLOCK 11  
SQUARE FEET**

LOT NO.	SQ. FT.	ADDRESS
1	7,568.09	
2	7,449.24	
3	9,976.91	
4	8,369.10	
5	7,334.00	
6	11,922.17	
7	14,085.32	
8	10,251.48	
9	11,296.78	
10	10,616.72	
11	9,783.78	

**CURVE DATA TABLE**

NO.	RADIUS	CURVE LENGTH	CHORD LENGTH	DELTA
C1	13.00'	20.41'	18.37'	89°3'65"
C2	75.00'	58.34'	56.88'	44°56'84"
C3	75.00'	54.70'	53.50'	41°7'81"
C4	13.00'	6.87'	6.79'	30°27'26"
C5	13.00'	20.42'	18.39'	90°0'0"
C6	12.00'	18.85'	16.97'	90°0'0'0"
C7	66.00'	63.27'	60.88'	54°9'26'1"
C8	66.00'	40.48'	39.84'	35°13'74"
C9	13.00'	20.42'	18.39'	90°0'0"
C10	63.00'	42.29'	41.50'	38°45'94"
C11	63.00'	53.80'	52.18'	48°9'294"
C12	63.00'	2.87'	2.87'	02°6'1'11"
C13	25.00'	39.30'	35.36'	90°06'35"

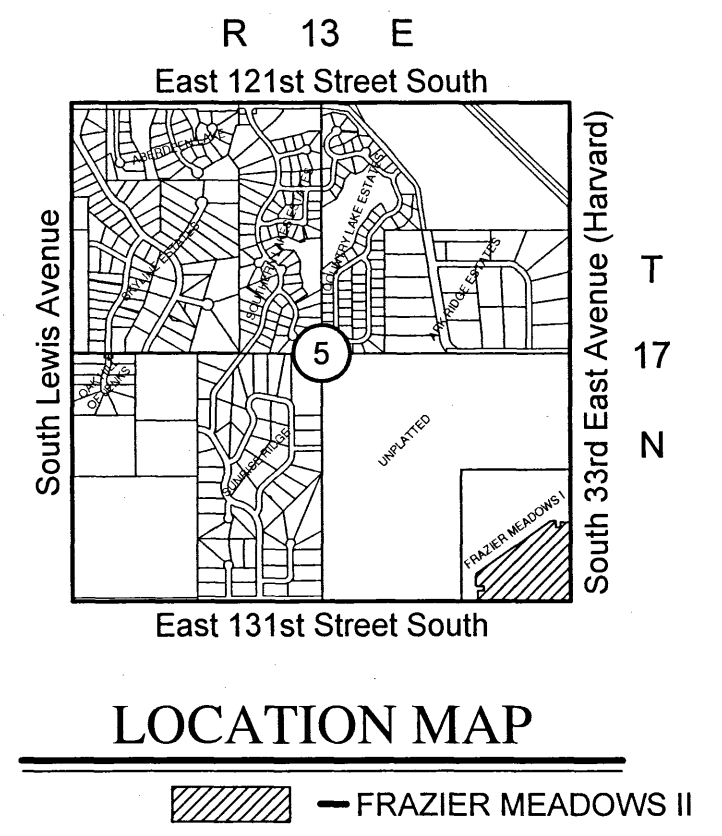
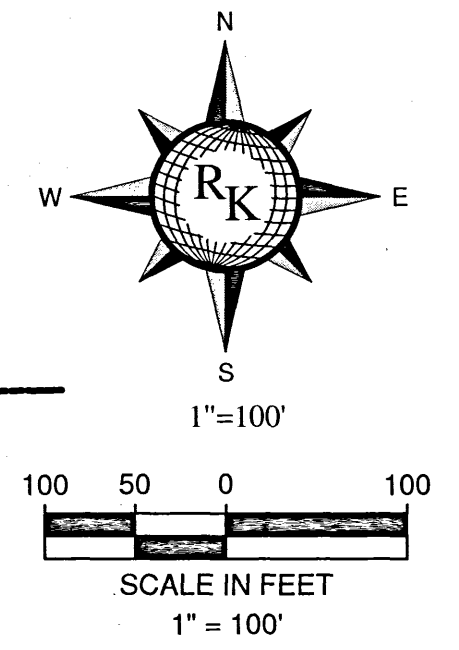
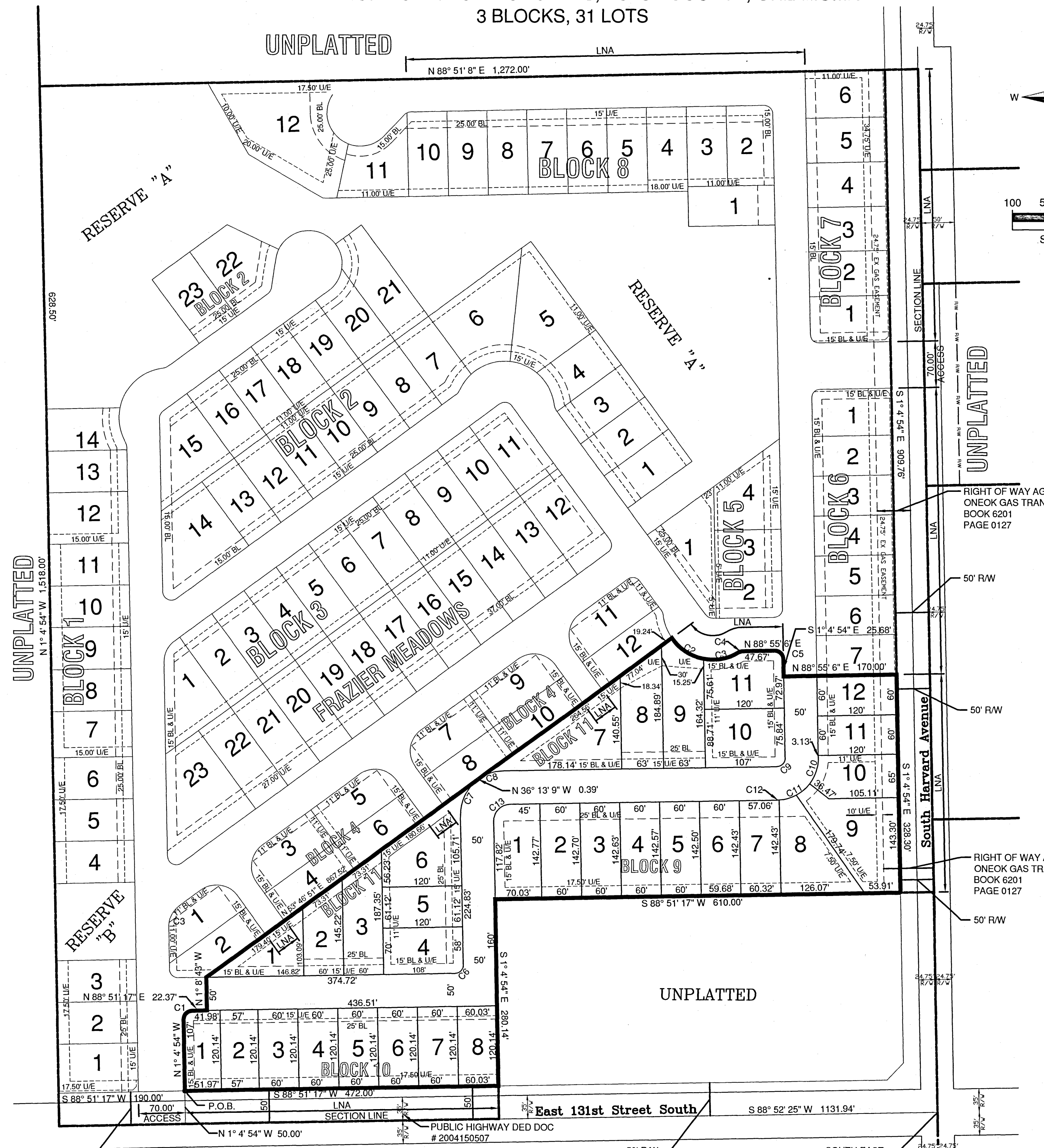
**CERTIFICATE**

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 \$7,565.00 per trust receipt no.17646 to be applied to 2025 taxes. This certificate is NOT to be construed as payment of 2025 taxes in full but is given in order that this plat may be filed on record. 2025 taxes may exceed the amount of the security deposit.

Dated: 05/29/2025  
 John M. Fothergill  
 Tulsa County Treasurer  
 By: *[Signature]*  
 Deputy

# FRAZIER MEADOWS II

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  
 3 BLOCKS, 31 LOTS



**LEGAL DESCRIPTION**

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 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.

**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/RW = PIPE LINE RIGHT OF WAY
- R/W DED = RIGHT OF WAY DEDICATION PER COVENANTS

**ENGINEER**

**RK and Associates, PLC**  
 9910 South Hudson Place  
 Tulsa, Oklahoma 74137  
 Richard Kosman, P.E.  
 Phone: 918(277-4784)  
 rkosman@sbcglobal.net  
 Certificate of Authorization No. 4831  
 Expires June 30, 2025

**SURVEYOR**

**Wallace Design Collective**  
 123 North Martin Luther King Jr. Blvd  
 Tulsa, Oklahoma 74103  
 Phone: 918(584-5858)  
 Certificate of Authorization No. 1460  
 Expires June 30, 2025



**FINAL PLAT  
CERTIFICATE OF APPROVAL**

I hereby certify that this plat was approved by the Jenks City Council on May 09 2024  
 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

Deed of Dedication and  
Restrictive Covenants  
**Frazier Meadows II**

**KNOW ALL MEN BY THESE PRESENTS:**

The undersigned, Frazier Meadows II, 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:

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°52'57"E; THENCE N88°51'17"E FOR A DISTANCE OF 22.37 FEET; THENCE N01°04'54"W FOR A DISTANCE OF 50.00 FEET; THENCE N53°49'51"E FOR A DISTANCE OF 887.52 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 18.29 FEET WITH A CHORD BEARING S45°47'22"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.

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 Eight (8) Blocks, One Hundred (100) Lots, Reserves "A" & "B", and Streets in conformity with the accompanying plat and has designated the same as "Frazier Meadows II", 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 dedicate for public the north and west 50 feet from the section lines associated with East 131st Street South and South Harvard 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 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 are herein designated as public streets for access and maintenance purposes for the common use and benefit of the property owners within the residential subdivision. 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.

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 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.

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 0127 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 lake, pond, 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 6" diameter and sanitary sewer lines less than 8" 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 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. 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 Harvard Avenue. Including Entrance Fencing, Landscaping & Utilities associated with (Entrance Signing, 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 Approval.

The PUD Overlay District was created to visually represent areas of the community that are governed by an 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 MEADOWS II, PUD 116" development is part of an approved Planned Unit Development (PUD) Overlay District. PUD 100 was affirmatively recommended by the Jenks Planning Commission on December 10, 2015, and approved by the Jenks City Council on December 21, 2015.

#### 2.2 Amendment(s)

Any PUD Overlay District amendments transpiring after December 22, 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.

The PUD provisions of the UDO ordinance require the establishment of covenants of record, unerring or (inuring) to 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.

#### 2.3 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 or 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.

#### 2.4 PUD Overlay District Document Access

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

### 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 and by the City of Jenks, Oklahoma.

### Section 4 Reserve Areas, Perimeter Fencing and Landscaping

#### 4.1 Reserve Area "A" (Location in Frazier Meadows I)

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 II. Provided however, the lien against each residential lot shall be limited to 1/148 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 II.

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 II, 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" (Location in Frazier Meadows I)

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 Dog 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 II. Provided however, the lien against each residential lot shall be limited to 1/148 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 II.

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 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.

### 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, which "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" 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 and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to 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 Assessment: 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 Assessment: 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 have been paid. 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 an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the property, or both, and interest, costs, and reasonable attorneys' 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 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 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 II 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.

7.1.1 An accurate site plan including structure designs

7.1.2 Minimum house size per private covenants can be found with the PUD information filed by separate instrument as described in Section 2. All square footage shall be stated on the building plans submitted to the Architectural Committee;

7.1.3 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;

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

7.1.5 Drainage and grading plans; and

7.1.6 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.

7.2 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.

7.3 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.

7.4 Carports are not permitted.

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

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

7.5.3 Interior fencing or walls shall not extend beyond each end corner of the residence. Corner lots shall be permitted to extend fencing to 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.

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

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

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 Roof Mounted Equipment: Roof mounted equipment, including mechanical, or 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 operation for entering and exiting the garage. Pre-approval must be obtained 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 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.

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 terminals, chimney caps, or other rooftop protrusions shall be painted to match shingles.

7.21 Roof Material: Roofing shall be self-sealing 30 year Altiss 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 Landscape: All lots shall be sodded and landscaped within 30 days of occupancy or 60 days after the final inspection whichever occurs first.

7.37.1 Irrigation System: 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.

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 1/2" 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 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.

7.40 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 Meadows II 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 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.

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 II 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 MAY 14, 2025 or as subsequently amended.

Owner's Certificate and Dedication

In witness whereof, the undersigned Owner/Developer has caused this instrument to be executed this 14 day of MAY, 2025.

Frazier Meadows II, LLC,  
an Oklahoma limited liability company

by: Charles Wollmershauser  
Charles Wollmershauser, 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 14 day of MAY, 2025, personally appeared Charles Wollmershauser to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, as its 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.

Elizabeth Franklin  
Notary Signature



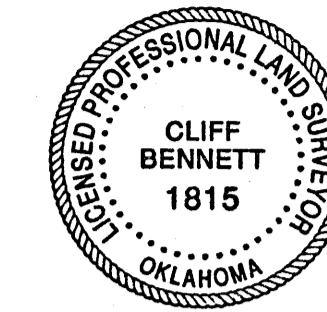
My commission no. 08011040

Expires 10-31-28

Certificate of Survey

I, CLIFF BENNETT, 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 designated herein as "Frazier Meadows II, 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 this 13 day of MAY, 2025.

Cliff Bennett  
Surveyor Signature

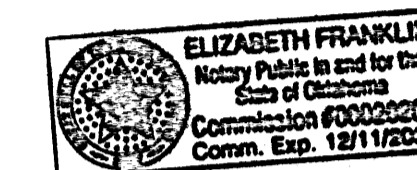


Registered Professional Land Surveyor  
Oklahoma No. 1815

State of Oklahoma )  
) ss  
County of Tulsa )

Before me, the undersigned, a notary public in and for said county and state, on this 13 day of MAY, 2025, personally appeared Cliff Bennett 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.

Elizabeth Franklin  
Notary Signature



My commission no. 00000000

Expires 12-11-2028

To Chair Scott West and Planning Commission  
Hearing Date August 07, 2025  
Case Number PUD 154  
Request Rezoning from (AG) Agriculture to Single-family Residential (RS2)  
Location ½ mile south of 131<sup>st</sup> and ½ mile west of Harvard

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## Staff Report

Preparer | Marcaé Hilton

### Attachments

- Legal Notice
- Zoning Exhibit

### Preparer

INCOG  
Tanner Consulting

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## Background Information

This project request is for an infill subdivision in south Jenks a few miles west of the Arkansas river. See the PUD for additional details.

### REQUESTS

Uses Single-family Residential  
Zoning Request Rezone with a PUD Overlay [PUD 154 and (RS2) Single-family Residential]  
Current Zoning (AG) Agriculture  
Comprehensive Plan Medium Intensity Single-family (Horizon Jenks | New Comp Plan)  
General Location ½ mile south of 131<sup>st</sup> and ½ mile west of Harvard  
Public Comment Letter from Pecan Creek HOA | Lot size, minimum square footage, quality of builder, appearance and property values, water flow, flooding, traffic, fence line trees.

Mr. Ed Phillips has provided some comments.

*Recently, I briefly mentioned the following possible alternative was discussed with developer to resolve the lack of substantial amenities within ROW 40 boundaries. As you know, lack of substantial amenities is a major issue with Providence Hills and Torrey Lakes subdivisions.*

***ROW 40 Jenks document page 7, last large paragraph excerpt.***

*“The required \$2,251.00 to be spent per acre on private parkland improvements may be in the form of a fee-in-lieu as provided in UDO section 16-8-11(D), and which may be satisfied in whole or in part by donation to fund improvements of an adjoining neighborhood recreational amenity or amenities which agrees to join in and share maintenance responsibilities with the homeowners association to be formed with this development”*

Current Parcel Data

Plat Unplatted  
 Acres 38.88  
 STR Section Township and Range | 08-T17N-R13E  
 Account # 97308730848010  
 Owner ROW, HAROLD LEON FAMILY TRUST  
 School District JK-4A

ZONING INFORMATION

Table 16-3-1(A): Residential District Bulk and Dimensional Standards		
Standard	PUD 154	RS2
<b>Lot Standards (Minimum)</b>		
Lot Area (sqft)	7,100	8,000
Lot Area/DU (sqft)	Max Dwellings: 209(UDO)/132 Drawn 7,100	8,000
Lot Width (ft)	60	60
<b>Yard Setbacks (Minimum)</b>		
Front (ft)	20	20 (3)
Exterior Side (ft) (131 <sup>st</sup> )	35	15 (3)
Interior Side (ft)	5/5 (15)	5
Rear (ft)	20	20
<b>Building Standards (Maximum)</b>		
Height (ft)	35*	35
Impervious Surface Coverage	69%	45%
<b>Notes</b>		
(1) The cumulative interior side yard setback shall be 15 feet. No interior side yard setback shall be less than 5 feet.		
(2) If a parti-wall exists, the interior side yard setback shall be 0 feet.		
(3) Garages shall be setback a minimum of 25 feet from the front property line.		
* See PUD for Height exceptions		
<b>UDO Highlights</b>		
Amenities	None specifically listed	
Zoning	RS2 (Residential Single-family) PUD 154 Overlay	
Land Area / Dwelling Unit	38.538 Acres 3.4 DU/Acre   Max No. of Lots=132	
Building Materials	100% Masonry on first floor	
Signage	Asking for exception.	
Links and Nodes	1.1	
Sidewalks	Asking for exception.	
Parkland Provision	Explain direction of developer.	
Street Length	800 UDO   1200 minimum PUD	

<p>Parkland/Amenities</p>	<p>Private Parkland Provision.</p> <p>(1) Five and one-half acres of parkland shall be provided per every 1,000 persons projected to occupy the fully developed subdivision. To determine the number of persons projected to occupy the fully developed subdivision the subdivider shall submit a projected persons study based on occupancy data of similar housing types in subdivisions in communities approved by the City Planner.</p> <p>(2) Parkland shall be located outside of special flood hazard areas, wetlands, and areas of steep slope, and shall not be used for on site stormwater management or other utility functions. Parkland may be located within reserve areas as approved by the City Planner and City Engineer.</p> <p>(3) All areas to be reserved for private parkland shall be indicated on the preliminary plat in order that it may be determined that the requirements of this Subsection have been met.</p>
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**Zoning**

North | RS2 (Providence Hills) | PUD 49

East | RS1 (Torey Lakes) | PUD 119

South & West | RS1 (South/Snow Tree) (West/Pecan Creek)

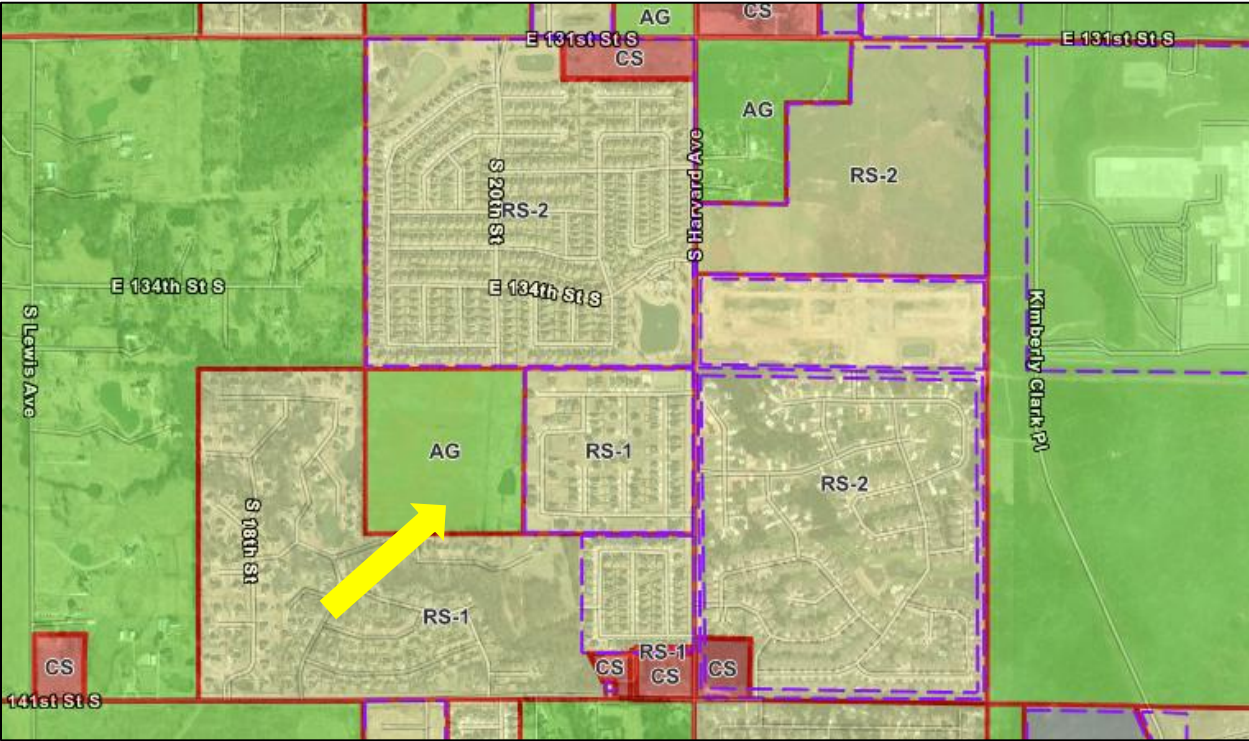


Figure 1: Zoning Map | INCOG

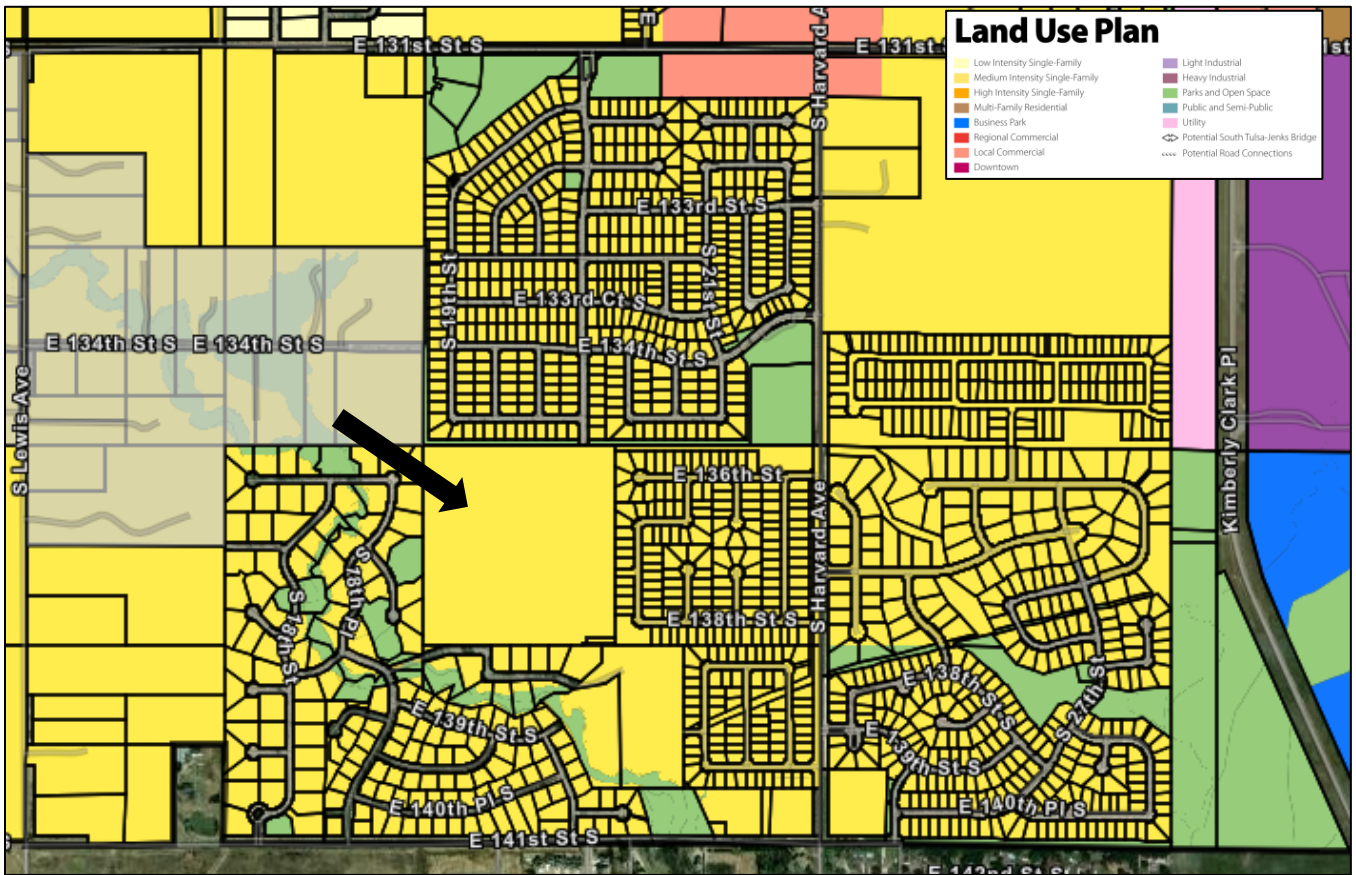


Figure 2: Horizon Jenks Comp Plan

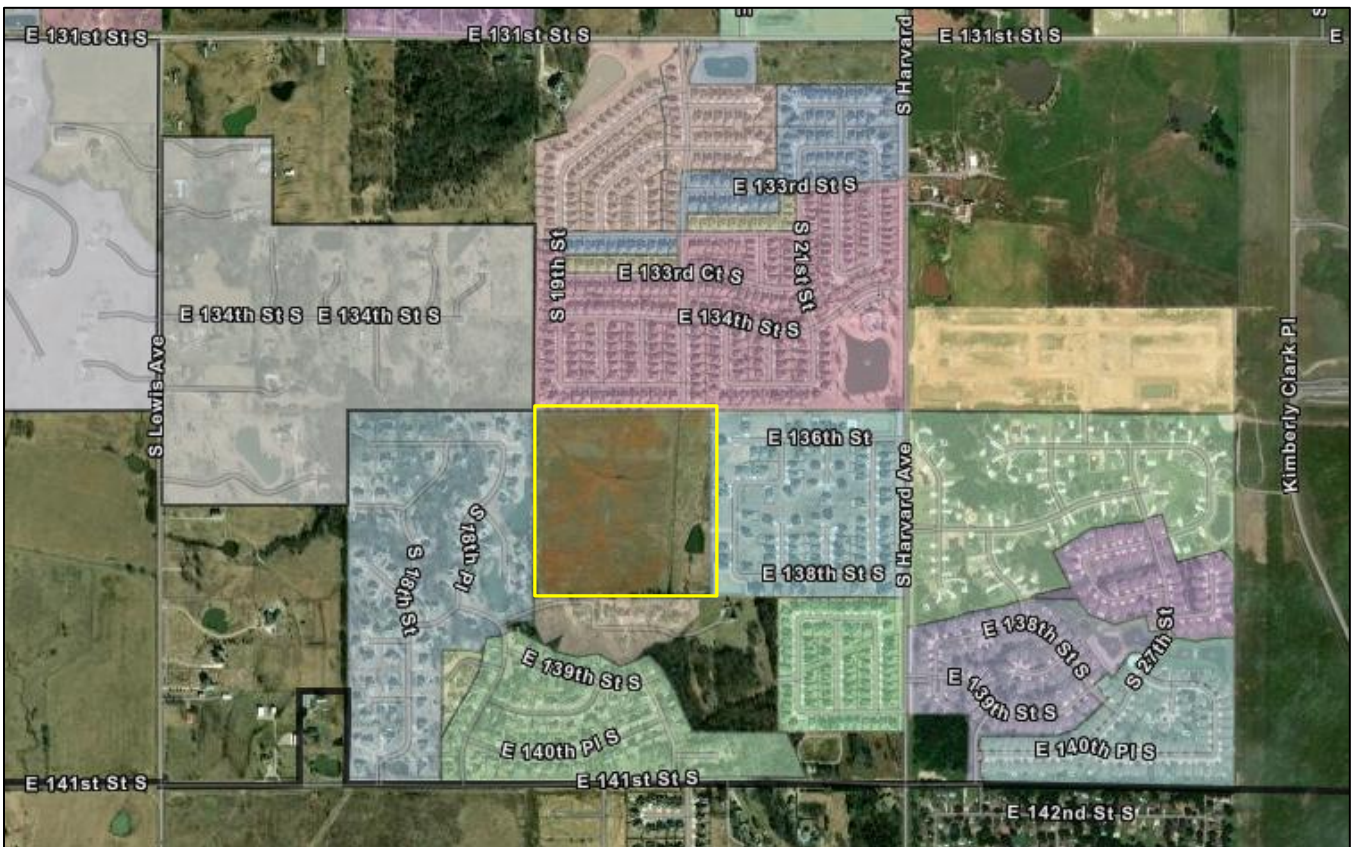


Figure 3: 131<sup>st</sup> and Harvard NE Corner Subdivisions in colors as platted.

## Evaluation

REZONING | Approving this request would allow the current and/or any future property owners to build a Single-family Residential subdivision with a PUD Overlay District. Staff believes this site is unique because it is sandwiched between a residential subdivision and a “Commercial Medical Marijuana Grow facility”.

1. ENFORCEMENT OF CODE: This subdivision is subject to all applicable standards and requirements outlined in the Unified Development Ordinance (UDO), engineering criteria, and the City of Jenks Code, unless explicitly modified by the approved Planned Unit Development (PUD). It is the applicant’s responsibility to ensure compliance with all relevant code/criteria provisions; the City of Jenks is not obligated to notify applicants of applicable UDO or code requirements.

The approved PUD is enforceable by the City of Jenks Code Enforcement Division. However, the City does not enforce private covenants or agreements.

2. PLAT: Platting is required at time of development.

### **Sec. 16-9-8. Planned Unit Development.**

- (A) *Purpose. In order to establish an alternate zoning procedure under which land can be developed or redeveloped with innovation, imagination, and creative architectural design when sufficiently justified under the provisions of this UDO, the Planned Unit Development process is established. The objective of the Planned Unit Development process is to encourage a higher level of design and amenity than is possible to achieve under otherwise applicable UDO regulations. The end result can be a product which fulfills the objectives of the Comprehensive Plan and planning policies of the City while departing from the strict application of the regulations as detailed in this UDO. The Planned Unit Development process is intended to permit and encourage such flexibility and to accomplish the following purposes:*
- (1) *To stimulate creative approaches to the commercial, residential, and mixed-use development of land,*
  - (2) *To provide more efficient use of land,*
  - (3) *To preserve natural features and provide open space areas and recreation areas in excess of that required under conventional zoning regulations,*
  - (4) *To develop new approaches to the living environment through variety in type, design, and layout of buildings, transportation systems, and public facilities,*
  - (5) *To unify building and structures through design,*
  - (6) *To promote long-term planning pursuant to the City of Jenks' Comprehensive Plan, which will allow harmonious and compatible land uses or combinations of uses with surrounding areas.*
- (B) *General Provisions.*
- (1) *Any residential development greater than 20 acres shall be approved as a Planned Unit Development.*
  - (2) *Developments including only single-family detached residential uses, are discouraged, and may not be approved. Amenity packages may be used to offset "only" single-family.*
  - (3) *Each Planned Unit Development should be presented and judged on its own merits. It shall not be sufficient to base justification for approval of a Planned Unit Development solely upon an already existing Planned Unit Development.*
  - (4) *The burden of providing evidence and persuasion that any planned unit development is necessary and desirable shall rest with the applicant.*
  - (5) *The planned unit development application shall specify the rules by which the parcel or parcels shall be developed and the site plan that specifies the development proposed.*
- (C) *Site Development Allowances and Modification Standards.*
- (1) *Site Development Allowances.*
    - (a) *Site development allowances are deviations from the standards of the underlying zoning district set forth outside of this article.*
    - (b) *Notwithstanding any limitations on variations which can be approved as contained elsewhere in this UDO, site development allowances may be approved provided the applicant specifically identifies each site development allowance on the approved site plan and demonstrates how each site development allowance would be compatible with surrounding development; is necessary for proper development of the site; and is aligned with a minimum of one of the modification standards detailed in section 16-9-8(C)(2) below.*

- (2) *Modification Standards.* In addition to the Standards for Review established in section 16-9-8(D), the following modification standards shall be utilized in the consideration of site development allowances. These standards shall not be regarded as inflexible but shall be used as a framework by the City to evaluate the quality of amenities, benefits to the community, and design and desirability of the proposal.
- (a) *Public Gathering Space.* The Planned Unit Development includes public gathering space, the amount of which is proportional to the size of buildings or number of dwelling units. The public gathering space is activated through the use of moveable tables and chairs, a fountain or other water feature, a sculpture or other public art feature, benches, seat walls, raised landscape planters, pedestrian scale, and celebratory lighting such as string or Tivoli lights, and/or other features. The public gathering space is integrated into the overall design of the Planned Unit Development and has a direct functional or visual relationship to the main building(s) and is not of an isolated or leftover character.
  - (b) *Sustainable Design.* The Planned Unit Development is designed with consideration given to various methods of site design and building location, architectural design of individual buildings, and landscaping design capable of reducing energy consumption and improving onsite stormwater management.
  - (c) *Landscape Conservation and Visual Enhancement.* The Planned Unit Development preserves and enhances existing landscape, trees, and natural features such as rivers, streams, ponds, groves, and landforms.
  - (d) *Mix of Uses.* The Planned Unit Development is comprised of a mix of nonresidential uses and a mix of housing types.
  - (e) *Affordability.* The Planned Unit Development includes residential dwellings that are deed restricted for households that make less than or equal to 80 percent of the area median income.
  - (f) *Universal Design.* The Planned Unit Development includes buildings designed with accessible features such as level access from the street and/or zero entry thresholds.
  - (g) *High Quality Building Materials.* The Planned Unit Development utilizes time and weather tested building materials that are of a higher quality than what is otherwise required by this UDO, including, but not limited to, masonry or wood.
- (D) *Standards for Review.* Approval of development through the use of the Planned Unit Development process will be considered by the City only in direct response to the accrual of tangible benefits from the Planned Unit Development to the City or the neighborhood in which it would be located. These benefits shall be in the form of exceptional amenities; outstanding environmental, landscape, architectural, and/or site design; or the conservation of special man-made or natural features of the site. Modifications to the conventional zoning and subdivision regulations shall be considered a privilege except when encouraged by the modification standards in section 16-9-8(C)(2). No application for a Planned Unit Development shall be approved unless the City Council finds that the application meets all of the following standards:
- (1) *Comprehensive Plan Alignment.* The Planned Unit Development is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.
  - (2) *Placemaking.* The Planned Unit Development has a distinctive identity and brand that is utilized in the signs, streetscape, architecture, public gathering spaces, open spaces.
  - (3) *Integrated Design with Identifiable Centers and Edges.* The Planned Unit Development shall be laid out and developed as a unit in accordance with an integrated overall design, in which the various land uses included function as a cohesive whole and support one another. The design shall provide identifiable centers, which form focus areas of activity in the development, and edges, which define the outer borders of the development, through the harmonious grouping of buildings, uses, facilities, public gathering spaces, and open space.
  - (4) *Public Welfare.* The Planned Unit Development is designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.
  - (5) *Compatibility with Adjacent Land Uses.* The Planned Unit Development includes uses which are generally compatible and consistent with the uses of adjacent parcels. If the uses are not generally compatible, all adverse impacts have been mitigated through screening, landscaping, public open space, and other buffering features that protect uses within the development and surrounding properties.
  - (6) *Impact on Public Facilities and Resources.* The Planned Unit Development is designed so that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve it. The planned unit development shall include such impact fees as may be reasonably determined by the City Council or the City Engineer. These required impact fees shall be calculated in reasonable proportion to impact of the planned development on public facilities and infrastructure.
  - (7) *Archaeological, Historical or Cultural Impact.* The Planned Unit Development does not substantially adversely impact an archaeological, historical, or cultural resource, included on the local, state, or federal register, located on or off the parcel(s) proposed for development.
  - (8) *Drives, Parking and Circulation.* The Planned Unit Development has or makes adequate provision to provide necessary parking. Principal vehicular access is from dedicated public streets, and access points shall be designed to encourage

smooth traffic flow with controlled turning movements and minimum hazards to vehicular or pedestrian traffic. With respect to vehicular and pedestrian circulation (including walkways, interior drives, and parking), special attention has been given to the location and number of access points to public streets, the width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, adequate provision for service by emergency vehicles, and arrangement of parking areas that are safe, convenient, and do not detract from the design of proposed buildings and structures and the neighboring properties. Access points are limited through the use of cross access connections.

- (E) *Pre-Application Public Meeting.* The applicant, after conducting the required pre-application conference, as detailed in section 16-9-4(C)(1), and prior to application submittal, as detailed in section 16-9-4(C)(2), is encouraged to conduct a public meeting to discuss the proposed Planned Unit Development and its impact on adjoining properties and area residents. If held, the applicant is encouraged to submit a written summary of comments made at the meeting with the application.
- (F) *Hearing and Recommendation by the Planning Commission.* The Planning Commission shall hold a public hearing on the proposed Planned Unit Development, and, at the close of the public hearing and after consideration of the City planner report and public comment, make a recommendation to the City Council to approve, approve with modifications, or deny the Planned Unit Development based on the applicable review criteria. The City Planner, on behalf of the Planning Commission, shall transmit a report containing its recommendation to approve, approve with modifications, or deny the PUD application to the City Council.
- (G) *Action by the City Council.* The City Council shall hear the proposed Planned Unit Development, and, at the close of the meeting and after consideration of the recommendation of the Planning Commission, City Planner Report, and public comment either:
  - (1) Approve the application,
  - (2) Approve the application with modifications,
  - (3) Deny the application,
  - (4) Refer the application back to the Planning Commission for further review, or
  - (5) Postpone further consideration pending the submittal of additional information, including any application requirement previously waived.
- (H) *Zoning Map Amendment.* Upon approval of the Planned Unit Development by the City Council, the zoning map shall be amended to reflect the PUD Overlay.
- (I) *Additional Application Requirements.* A Planned Unit Development application shall satisfy the application requirements and review criteria for other review procedures established in this chapter, as applicable to the application, including those for Site Plan Review in section 16-9-3(C), Conditional Use Permits in section 16-9-3(D), Specific Use Permits in section 16-9-7, and Sign Permits in section 16-9-3(F).
- (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.
- (K) *Expiration.* For any Planned Unit Development in which there has been no Building Permit issued nor any portion of the property platted after five years since approval by the City Council, the Planned Unit Development shall be considered null and

void and shall be brought back before the Planning Commission and the City Council for consideration prior to any development on the property. The underlining zoning of the PUD shall not expire, only the PUD overlay shall expire.

(1) *Conformance with Current Regulations. Expired Planned Unit Developments are required to meet the most recently adopted regulations, ordinances, and development standards. (Ord. No. 1581, § II, 4-5-2022; Ord. No. 1624, § VII, 10-17-2023)*

**RECOMMENDATION** | *Staff recommends conditional approval:*

1. *Rezoning from AG to RS2 and PUD 154 Overlay*
2. *Platting is required at time of development*
3. *PUD Comments: see PUD 154 for details*
  - a. *Provide a clean copy of the PUD once it has been approved.*
  - b. *Full ROW to be dedicated during platting.*
  - c. *Provide system of tracking compliance with anti-monotony standard in UDO.*
  - d. *Subdivision shall meet subdivision standards and other code requirements as provided in UDO and City code unless otherwise stated in the PUD.*
  - e. *Provide parkland/amenity plans.*

# Row 40 Jenks

APPROXIMATELY 38.53 ACRES  
LOCATED APPROXIMATELY 1/4 MILE NORTH OF E. 141ST ST. AND WEST OF S. HARVARD AVE.  
CITY OF JENKS, OKLAHOMA

JULY 2025



**DEVELOPER:**  
RICK DODSON  
5929 E. 106TH PL.  
TULSA, OK 74137  
DODSONBUILDER@GMAIL.COM

**APPLICANT/ CONSULTANT:**  
TANNER CONSULTING LLC  
c/o ERIK ENYART  
5323 S LEWIS AVE  
TULSA, OK 74105  
EENYART@TANNERBAITSHOP.COM



**Tanner Consulting LLC**

LANDSCAPE ARCHITECTURE | LAND PLANNING  
CIVIL ENGINEERING | LAND SURVEYING | DRONE SERVICES  
5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539

# Row 40 Jenks

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## Design & Intent Statement

Row 40 Jenks is a proposed Planned Unit Development (PUD) conceptually planned for 132 homesites on 38.538 acres (3.4 units/acre) located southwest of the southwest corner of E. 131st Street S. and S. Harvard Ave. in the City of Jenks. Row 40 Jenks is planned to feature multiple reserve areas for neighborhood parks, trails, stormwater drainage and detention, and other neighborhood amenities, totaling over 6 acres and more than 16% of the site.

By its design, this PUD satisfies the purposes for a PUD as outlined in the Jenks Unified Development Ordinance (UDO) Section 16-9-8 and Oklahoma State Statutes Title 11 Sections 43-110:111. This PUD is eligible for modification (UDO Sections 16-9-8.C and D) including but not limited to the following:

- (1) **Public Gathering Space:** Row 40 Jenks will include several public gathering spaces within carefully designed and located reserve areas.
- (2) **Sustainable Design:** Row 40 Jenks aims to provide a sustainable design by clustering residential blocks and thereby preserving natural resources through platted reserve areas, and additional landscaping requirements not otherwise required in the UDO, as outlined in this PUD.
- (3) **Landscape Conservation and Visual Enhancement:** The development will preserve and protect natural landscape, including trees and waterways, through the dedication of reserve areas throughout the development. Additionally, street trees in excess of minimum requirements shall be planted along the frontages of each lot and any wet-designed detention ponds within the development will include fountains to enhance visual appeal.
- (4) **Mix of Uses:** Row 40 Jenks will consist of single-family residential and private, neighborhood park uses.
- (5) **Affordability:** Row 40 Jenks will provide a wide range of housing options which will be as affordable as possible within the intended market for the homes, without necessarily enforcing affordability by deed restrictions called for in the UDO.
- (6) **Universal Design:** ADA accessibility will be a central part of the design process, ensuring accessibility for all residents.
- (7) **High Quality Building Materials:** Exterior building materials shall be aesthetically pleasing and sufficient to withstand the natural elements. The 1st floor shall be 100% masonry.
- (8) **Comprehensive Plan Alignment:** The Comprehensive Plan designates the site as Medium Intensity Single-Family. Chapter 5 of the Comprehensive Plan provides that this designation supports between four (4) and six (6) dwelling units (DUs) per acre. This PUD proposes a maximum of 3.4 DUs per acre. A companion application has been filed to rezone the site from AG Agriculture to RS2 Residential Single-Family Medium-Density District, which RS2 zoning and the residential densities proposed by this PUD are in accordance with the Medium Intensity Single-Family designation of the Horizon Jenks Comprehensive Plan Land Use Plan.

# Row 40 Jenks

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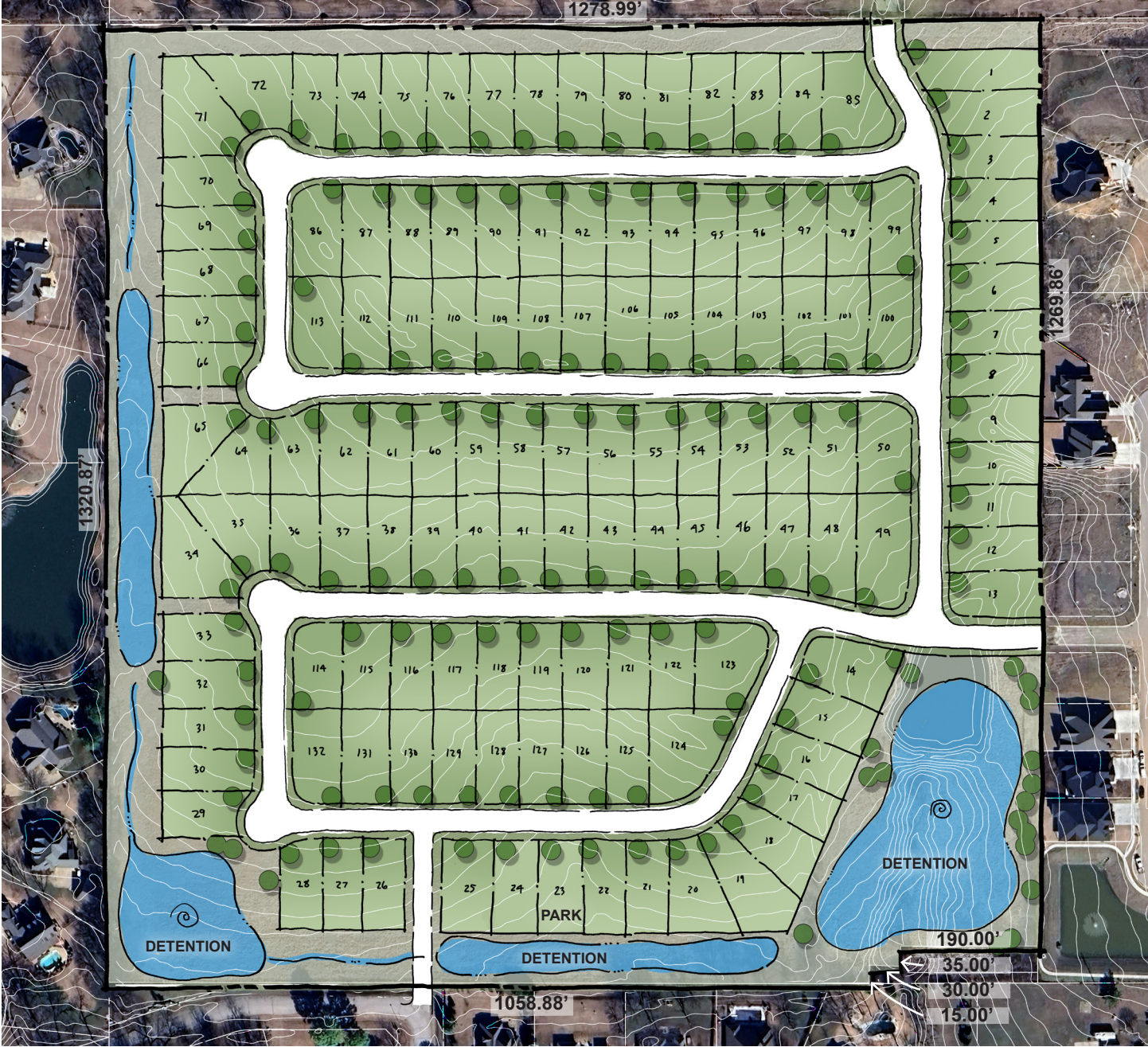
## Design & Intent Statement

- (9) **Placemaking:** The multiple preserved open spaces and building design cohesiveness through private Restrictive Covenants will foster a sense of place and community.
- (10) **Integrated Design with Identifiable Centers and Edges:** The numerous preserved open spaces will provide recreational opportunities for residents to gather, serving as both centers and edges based on their physical location. The site is an infill development surrounded by existing platted subdivisions. The building design cohesiveness through private Restrictive Covenants and the differing housing styles of the adjoining subdivisions will create edges around the site.
- (11) **Public Welfare:** Row 40 Jenks will go through extensive engineering design and review to ensure no adverse impact on City of Jenks public welfare. Large natural reserve areas are guaranteed in the development. Together with their locations, they will ensure adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, or general welfare.
- (12) **Compatibility with Adjacent Land uses:** Row 40 Jenks has a proposed density of 3.4 dwelling units/acre. The surrounding area is single-family residential with neighborhoods of similar densities: Harvard Oaks – 3.2DU/acre, Providence Hills – 3.2DU/acre, Providence Hills II – 3.0DU/acre, Providence Hills III – 3.4DU/acre, Clearfield Estates – 3.8DU/Acre, Torrey Lakes – 3.4DU/acre, Dutchers Crossing I – 3.0DU/acre, Dutchers Crossing II – 3.1DU/acre, and Kimberly Estates, 3.6 DU/acre per PUD.
- (13) **Impact on Public Facilities and Resources:** During the Predevelopment Meeting, City of Jenks staff confirmed there are adequate City utilities available to serve the site, with some upgrades potentially necessary.
- (14) **Archaeological, Historical, or Cultural Impact:** The proposed development does not adversely impact archaeological, historical, or cultural resources, included on the local, state, or federal register, located on or off the parcel proposed for development. An archaeological report will be requested from the Oklahoma Archeological Survey with input from the Oklahoma State Historical Preservation Office and all regulatory requirements will be fulfilled as required by the UDO.
- (15) **Drives, Parking and Circulation:** The site will emphasize street connectivity for efficient distribution of traffic and improved accessibility and public safety for residents of this development and adjoining neighborhoods. Additionally, 2 enclosed parking spaces will be required per lot to reduce street parking. Sidewalks and trails throughout the development will facilitate pedestrian traffic.

The PUD shall be developed in accordance with the use and development regulations of the City of Jenks Unified Development Ordinance, except as otherwise specified herein.

# Row 40 Jenks

## Conceptual Site Plan



This plan is conceptual in nature and subject to adjustments during the platting and engineering process. Refer to survey for actual dimensions.

# Row 40 Jenks

## General Provisions and Development Standards

<b>Gross Land Area:</b>	1,678,702 SF	38.538 AC
<b>Net Land Area:</b>	1,678,702 SF	38.538 AC
<b>Permitted Uses in This PUD:</b>	<b>Permitted Uses RS2 District (By Right):</b>	
“Single-Family Detached” dwellings; “Community Garden”; “Private park” uses as a “Site Development Allowance,” to include common area facilities such as neighborhood parks, playgrounds, and recreational open spaces; subdivision identification monument signs at entries; and accessory uses and structures as permitted in the RS2 Residential Single-Family Medium-Density District	“Single-Family Detached” dwellings; “Community Garden”; “Group Living Arrangements”; “Residential Facility for Persons with a Disability”; “Government Uses, indoor”; and accessory uses and structures as permitted in the RS2 Residential Single-Family Medium-Density District	
<b>Requirement:</b>	<b>This PUD:</b>	<b>RS2 District:</b>
<b>Maximum Number of Lots:</b>	132	209 *
<b>Minimum Lot Width †:</b>	60 FT	60 FT
<b>Minimum Street Frontage:</b>	30 FT	N/A
<b>Minimum Lot Size:</b>	7,100 SF	8,000 SF
<b>Minimum Lot Area per Dwelling Unit:</b>	7,100 SF	8,000 SF
<b>Maximum Building Height:</b>	35 FT **	35 FT
<b>Maximum Impervious Surface Coverage:</b>	69%	45%
<b>Minimum Yard Setbacks:</b>		
Front Yard:	20 FT	20 FT
Rear Yard:	20 FT	20 FT
Side Yard (Interior):	5 FT & 5 FT	5 FT & 5 FT
Side Yard Abutting a Street:	15 FT	15 FT
Garage Facing Side Yard Street:	20 FT	15 FT; 25 FT from Front Line
<b>Minimum Dwelling Size:</b>	2,200 SF (See Section III.G.)	None
<b>Minimum First Floor Masonry ***:</b>	100% masonry (See Section III.G.)	None
<b>Minimum Landscaping Tree Requirements:</b>	2 Trees per each street frontage within R/W or adjacent yard of each lot	1 Street Tree / 40 FT

# Row 40 Jenks

## General Provisions and Development Standards

<b>Off-street Parking and Yard Coverage:</b>	A minimum of two (2) enclosed off-street parking spaces required per dwelling unit. Off-street parking shall not exceed 50% of the required front yard width or area. ****
<b>Other Bulk and Area Requirements:</b>	As required within the RS2 District

- \* *This number is calculated based on land area divided by RS2 8,000 SF minimum lot area per dwelling unit.*
- \*\* *Architectural features may extend a max. of 5 feet above maximum permitted building height.*
- \*\*\* *Masonry shall include brick, natural or manufactured stone, and stucco. Minimum masonry percentages shall exclude windows, doors, decorative accents, and beneath covered patios and porches.*
- \*\*\*\* *Off-street parking and drives shall not exceed 35 FT in width. Circular drives are permitted, in which case each drive shall be restricted to 20 FT in width, with parking pads allowed at 35 FT in width. Drives shall not exceed the aggregate width of the garage doors, except where parking pads are utilized in side yards. Drives and parking shall otherwise meet UDO requirements.*
- † *Defined as the average horizontal distance between the side lot lines, which is as it is presently defined in the Jenks Unified Development Ordinance Section 16-11-12.S, provided that lots with curved street frontage shall be subject to 50% of the width requirement and by measuring across the back of the more restrictive of the minimum front yard setback or building line imposed by the subdivision plat pursuant to UDO Section 16-3-2.B / Figure 3.3.*

# Row 40 Jenks

## General Provisions and Development Standards

***SURROUNDING ZONING AND LAND USE:*** Row 40 Jenks will be compatible and consistent with adjacent land uses, which are single-family residential subdivisions with similar residential densities. Area residential subdivisions are primarily zoned RS2 and RS1 with PUDs allowing smaller lots than previous (pre-UDO) and even current requirements for same. "Providence Hills" has 52'-wide lots, "Harvard Oaks," "Torrey Lakes," and "Clearfield Estates" have PUDs enabling 58'-wide lots, and "Kimberly Estates" has a PUD enabling 55'-wide lots. An unplatted residential subdivision zoned AG in unincorporated Tulsa County is to the northwest of the site.

***ACCESS AND CIRCULATION:*** The subdivision will connect to existing stub streets within "Providence Hills" to the north, "Torrey Lakes" to the east, and 138th Place South to the south. These connections will distribute traffic more efficiently and improve accessibility and public safety for all interconnected neighborhoods.

Internal streets serving the site will be public minor residential streets with 26' of paving within 50'-minimum-width rights-of-way. Sidewalks shall be 4 feet in width. The 5' minimum-width landscaped strips shall be included within the front yard lot areas, and each lot shall require, in either the street verge (street trees) or the street yard, the minimum number of canopy trees as specified in Section II. See below for additional specifications for individual lot landscaping. Blocks shall not exceed 1,200' in length. The minimum connectivity index (links to nodes ratio) shall be 1.1 (as presently shown on the conceptual site plan). Parking serving neighborhood amenities may be located within street rights-of-way subject to all other applicable requirements. The City of Jenks may approve further alternative street design standards through platting including, but not limited to divided, boulevard-style streets separated by private landscaped islands having one-way lanes meeting right-of-way width requirements in aggregate.

Sidewalks along reserve area frontages shall be constructed by the developer, unless payment of fee-in-lieu is proposed and accepted by the City of Jenks.

***SIGNAGE, LANDSCAPING, AND FENCING:*** A minimum of 1 monument-style ground sign may be constructed at each neighborhood entrance within an easement on the lot. The maximum copy area height shall be 8 FT, the maximum copy area mounted height shall be 15 FT, and the maximum display surface area shall be 120 SF. If signage is included on both sides of the entry, the second sign shall be permitted, in which case the aggregate display surface area shall be restricted to 120 SF.

Fences shall comply with the UDO.

When fully platted, not less than 10% of the site shall be preserved as open space for the enjoyment of the residents.

Each lot shall install and thereafter maintain landscaping canopy trees as specified in Section II. and meeting or exceeding the requirements of the UDO. Trees shall be 2" caliper minimum and shall be on the City's approved tree list.

# Row 40 Jenks

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## General Provisions and Development Standards

**UTILITIES AND DRAINAGE:** City of Jenks waterlines and sanitary sewer are available within the adjoining subdivisions and will be extended to serve the development. Fire hydrant locations shall be coordinated with and approved by the Jenks Fire Marshal during platting. Electric, natural gas, and communications services are available onsite or by customary extension.

The site is moderately sloped and primarily drains to the south, ultimately to Posey Creek. Stormwater detention facilities are planned at each perimeter side where water exits the property.

Per FEMA Floodplain Maps, the entire site is within Unshaded Zone X, outside of the 500-year Floodplain.

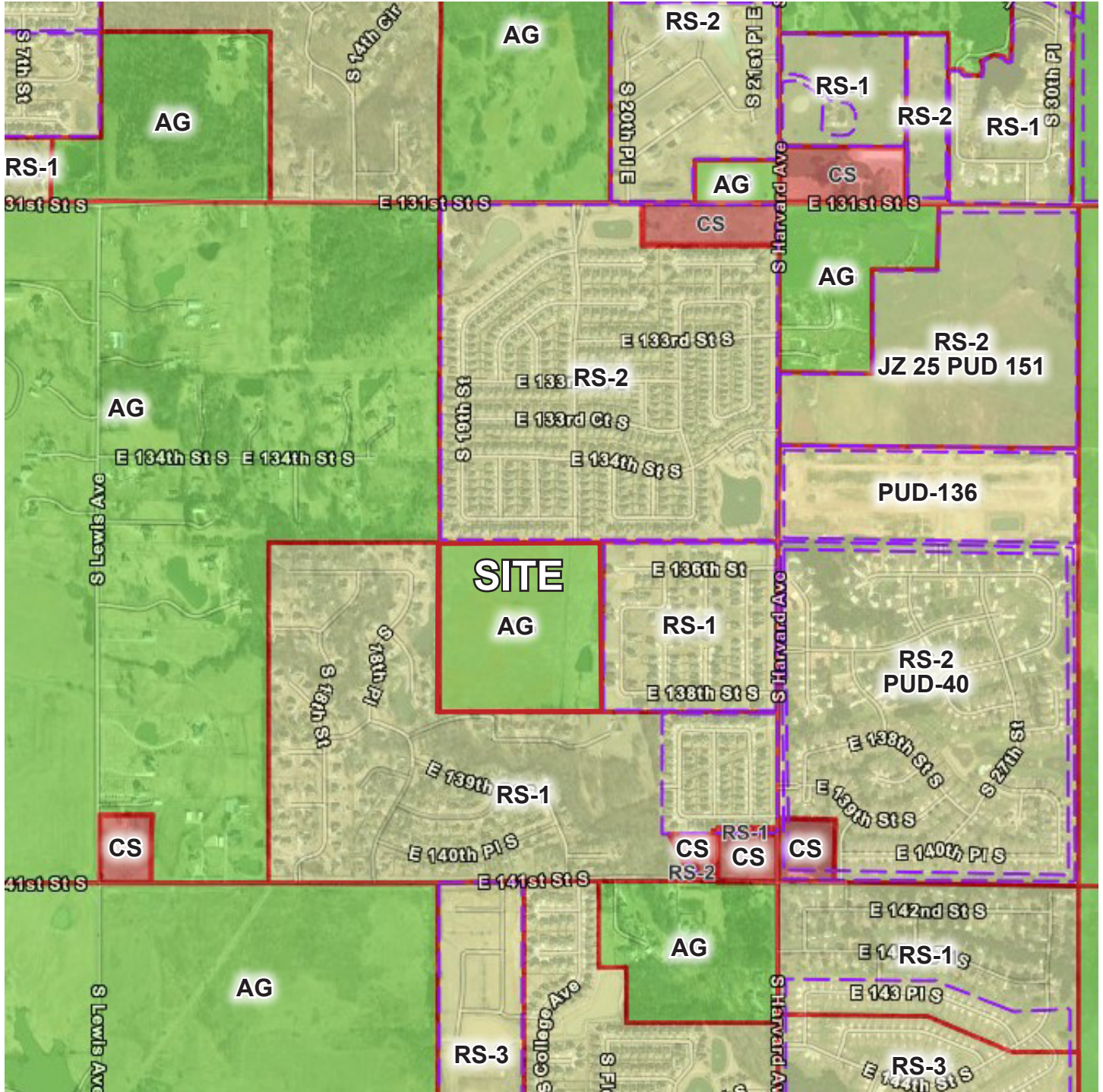
**PLATTING AND SITE PLAN REQUIREMENTS:** No building permit shall be issued until a subdivision plat has been submitted to and approved by the Jenks Planning Commission and approved with dedications accepted by the Council of the City of Jenks, and duly filed of record. The required subdivision plat shall include covenants of record implementing the development standards of the approved PUD and the City of Jenks shall be a beneficiary thereof. The plat will also serve as the site plan for all residential lots contained within the plat, provided that each dwelling shall include the standard residential site or plot plan submitted for Building Permit approval.

Jenks UDO Section 16-8-11 provides certain requirements for parkland provision. As designed, over 6 acres of the site is planned for reserve areas for use as private parks with onsite stormwater management facilities. The U.S. Census Bureau's 2019-2023 estimates provide that there were 2.99 people per dwelling unit in Jenks. At 132 dwelling units, 394 residents may be expected within the subdivision. Prorating the 5.5 acres of parkland required per 1,000 residents, the 6 acres exceeds the 2.17 acres required, even excepting those areas exclusively used for onsite stormwater management or other utility functions. The required \$2,251.00 to be spent per acre on private parkland improvements may be in the form of a fee-in-lieu as provided in UDO Section 16-8-11.(D), and which may be satisfied in whole or in part by donation to fund improvements of an adjoining neighborhood recreational amenity or amenities which agrees to join in and share maintenance responsibilities with the homeowners association to be formed with this development.

For any private park buildings or structures requiring parking or a building permit (other than a small job permit), Site Plan application approval may be required by the City of Jenks.

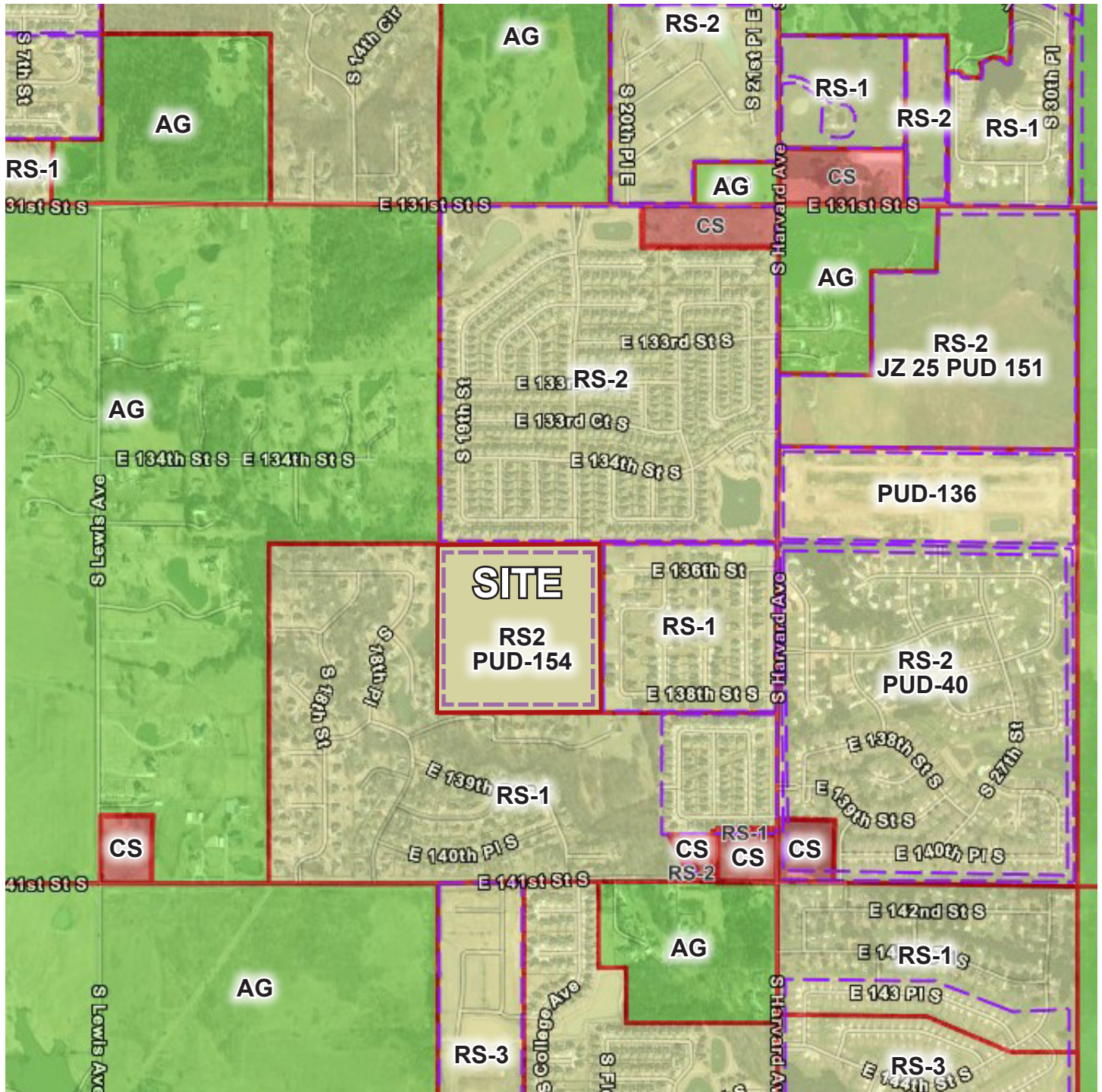
# Row 40 Jenks

## Existing Zoning Map



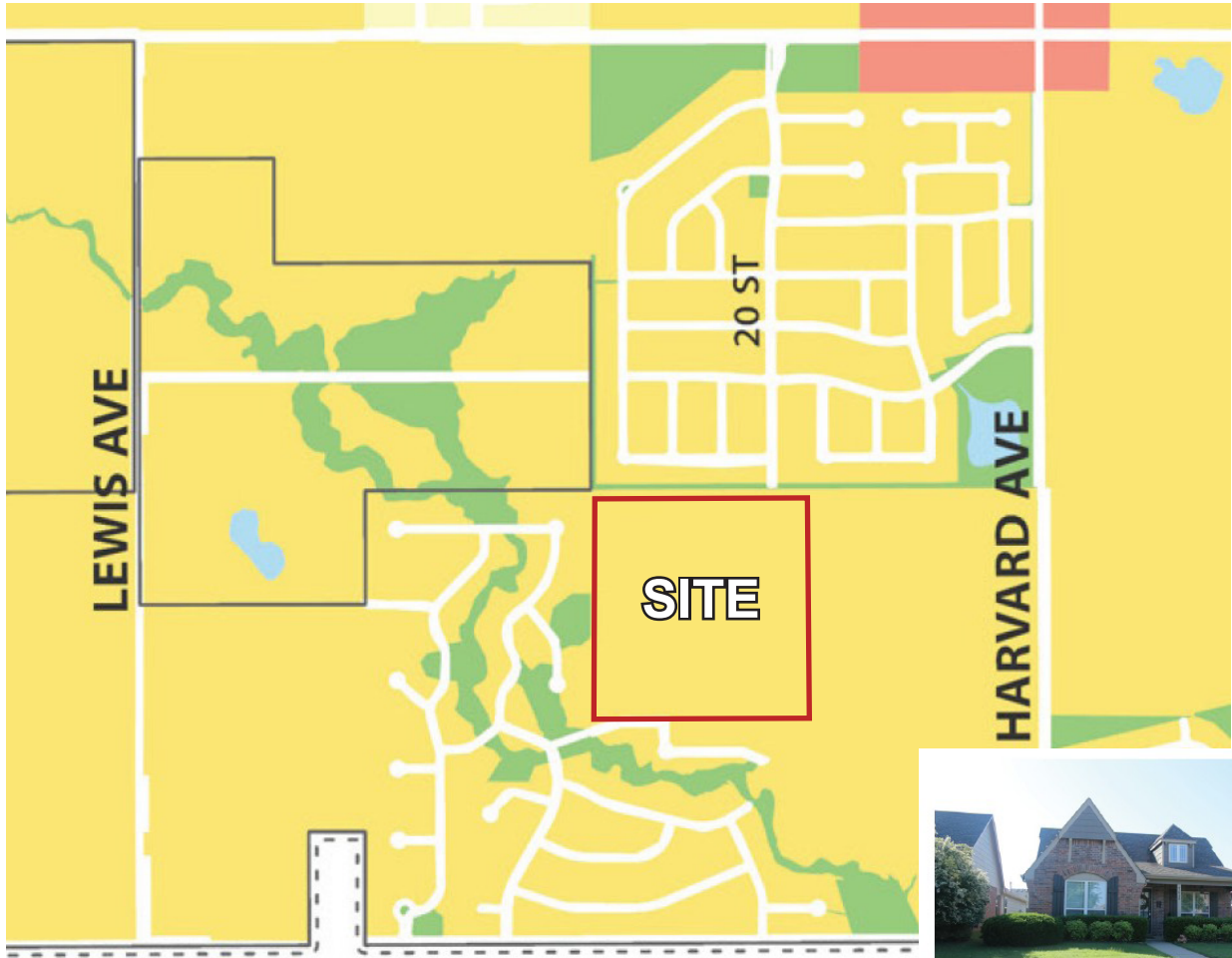
# Row 40 Jenks

## Proposed Zoning Map



# Row 40 Jenks

## Comprehensive Plan



## Land Use Plan

- |  |  |
|--|--|
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #ffffcc; border: 1px solid black;"></span> Low Intensity Single-Family      | <span style="display: inline-block; width: 15px; height: 10px; background-color: #cccccc; border: 1px solid black;"></span> Light Industrial       |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #ffff00; border: 1px solid black;"></span> Medium Intensity Single-Family ← | <span style="display: inline-block; width: 15px; height: 10px; background-color: #800000; border: 1px solid black;"></span> Heavy Industrial       |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #ffcc00; border: 1px solid black;"></span> High Intensity Single-Family     | <span style="display: inline-block; width: 15px; height: 10px; background-color: #008000; border: 1px solid black;"></span> Parks and Open Space   |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #a52a2a; border: 1px solid black;"></span> Multi-Family Residential         | <span style="display: inline-block; width: 15px; height: 10px; background-color: #008080; border: 1px solid black;"></span> Public and Semi-Public |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #0000ff; border: 1px solid black;"></span> Business Park                    | <span style="display: inline-block; width: 15px; height: 10px; background-color: #ffcccc; border: 1px solid black;"></span> Utility                |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #ff0000; border: 1px solid black;"></span> Regional Commercial              | <span style="display: inline-block; width: 15px; height: 10px; border: 1px dashed black;"></span> Potential South Tulsa-Jenks Bridge               |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #ff9999; border: 1px solid black;"></span> Local Commercial                 | <span style="display: inline-block; width: 15px; height: 10px; border-bottom: 1px dashed black;"></span> Potential Road Connections                |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #990066; border: 1px solid black;"></span> Downtown                         |  |

## MEDIUM INTENSITY SINGLE-FAMILY

Medium intensity single-family is the predominate land use type included in the Land Use Plan. These neighborhoods should largely consist of single-family detached homes while also accommodating duplexes and brownstones in appropriate areas. These neighborhoods should be comprised of mid-size lots that are generally between **four and six homes per acre**. The City should ensure that all new development of this type connects with existing neighborhoods and preserves and activates open space.

# Row 40 Jenks

## Property Description

### *AS PROVIDED:*

THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) OF SECTION EIGHT (8), 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.

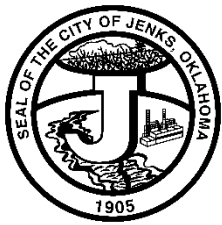
LESS AND EXCEPT BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4); THENCE SOUTH 0°13'55" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 1318.77 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER (N/2 SE/4); THENCE NORTH 89°57'05" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 1370.80 FEET; THENCE NORTH 0°13'55" EAST A DISTANCE OF 1319.86 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE/4); THENCE SOUTH 89°54'20" EAST ALONG SAID NORTH LINE A DISTANCE OF 1370.80 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

A TRACT OF LAND CONTAINED WITHIN THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) OF SECTION EIGHT (8), 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: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4); THENCE SOUTH 0°13'55" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 1318.77 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER (N/2 SE/4); THENCE NORTH 89°57'05" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 1370.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°57'05" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 220.00 FEET; THENCE NORTH 0°13'55" EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°57'05" EAST, PARALLEL TO THE SOUTH LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 220.00 FEET; THENCE SOUTH 0°13'55" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4); THENCE SOUTH 0°13'55" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 1318.77 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER (N/2 SE/4); THENCE NORTH 89°57'05" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 1370.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°57'05" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 190.00 FEET; THENCE N 0°13'55" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°57'05" EAST, PARALLEL TO THE SOUTH LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 190.00 FEET; THENCE SOUTH 0°13'55" WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE SOUTH 15 FEET THEREOF.



**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 154

**Request:** PUD

Request by Tanner Consulting for a rezoning from AG (Agriculture) to RS-2 (Residential Single Family) with Planned Unit Development 154 overlay.

**Legal Description:** Exhibit "A"

25137 Row 40 Jenks, Jenks, Oklahoma

Boundary Property Description

The north half of the southeast quarter (n/2 se/4) of section eight (8), 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.

Less and except beginning at the northeast corner of said southeast quarter (se/4); thence south 0°13'55" west along the east line of said southeast quarter (se/4) a distance of 1318.77 feet to the southeast corner of the north half of said southeast quarter (n/2 se/4); thence north 89°57'05" west along the south line of said north half (n/2) a distance of 1370.80 feet; thence north 0°13'55" east a distance of 1319.86 feet to a point on the north line of said southeast quarter (se/4); thence south 89°54'20" east along said north line a distance of 1370.80 feet to the point of beginning.

And less and except:

A tract of land contained within the north half of the southeast quarter (n/2 se/4) of section eight (8), 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: commencing at the northeast corner of said southeast quarter (se/4); thence south 0°13'55" west along the east line of said southeast quarter (se/4) a distance of 1318.77 feet to the southeast corner of the north half of said southeast quarter (n/2 se/4); thence north 89°57'05" west along the south line of said north half (n/2) a distance of 1370.80 feet to the point of beginning; thence continuing north 89°57'05" west along the south line of said north half (n/2) a distance of 220.00 feet; thence north 0°13'55" east a distance of 15.00 feet; thence south 89°57'05" east, parallel to the south line of said north half (n/2) a distance of 220.00 feet; thence south 0°13'55" west a distance of 15.00 feet to the point of beginning.

And less and except commencing at the northeast corner of said southeast quarter (se/4); thence south 0°13'55" west along the east line of said southeast quarter (se/4) a distance of 1318.77 feet to the southeast corner of the north half of said southeast quarter (n/2 se/4); thence north 89°57'05" west along the south line of said north half (n/2) a distance of 1370.80 feet to the point of beginning; thence continuing north 89°57'05" west along the south line of said north half (n/2) a distance of 190.00 feet; thence n 0°13'55" east a distance of 50.00 feet; thence south 89°57'05" east, parallel to the south line of said north half (n/2) a distance of 190.00 feet; thence south 0°13'55" west a distance of 50.00 feet to the point of beginning.

Less and except the south 15 feet thereof.

**General Location:** southwest of 131st St. S. & Harvard Ave.

**Hearing Date:** 07 August 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 11 July 2025.

Marcae Hilton, Secretary  
Jenks Planning Commission



To	Chair, Dr. West and Planning Commission
Hearing Date	August 09, 2025
Case Number	JZ 25 PUD 137 FOOD HALL
Request	<i>Approval of adjusted Parking Plan for approved PUD 137 (Planned Unit Development Overlay) and new building layout.</i>
Location	North of Oklahoma Aquarium and East of Aquarium Drive
Applicant	Yaz Dawkins KSQ Design

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## Staff Report

Preparer | Marcaé Hilton

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### *Attachments*

### *Preparer*

Site Plan Documents

Yaz Dawkins, KSQ Design

Other Documents

Miscellaneous

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## Background Information

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**CITY COUNCIL SUMMARY** | February 07, 2023 | PUD 137 was *Conditionally Approved*, Ordinance not filed.

**PLANNING COMMISSION SUMMARY** | January 19, 2023, | 0-6-1 | **Approved per staff recommendation.**

**STAFF COMMENTARY** | In August of 2021, City Council approved Resolution No. 741 encouraging and incentivizing economic development on 200 South Aquarium Drive. The parcel is part of the Aquarium campus under multiple authorities including City of Jenks, Jenks Public Works Authority, Jenks Aquarium Authority (JAA) and Oklahoma Aquarium Authority (OAF). The approved resolution states that the property is to be developed with an appropriate use *complementary to the Aquarium* and it would *benefit the City by increasing sales tax, and jobs and draw visitors to the Aquarium and support the continued development of the City's riverfront as a dining and entertainment destination.*

The property was deeded, 7/15/2022, to "Inspiration Hall, LLC" for the purpose of building a food hall along with entertainment and recreation amenities. Since the approval, the vision from the developer team has changed multiple times based on feedback from the City of Jenks, the Oklahoma Aquarium foundation and tenant opportunities in the market. After working through those iterations, the uses were recently confirmed as Food Court with sit-down restaurant within the envelope of single-story building. Staff believes this use to be in line with the vision of the Comprehensive Plan and the long-range goals of the aquarium and the original approved PUD 137 (food hall with outdoor entertainment and recreation).

## PLANNING DATA

Request	Approval of Adjusted Parking Plan and new building/site plan layout for approved JZ 25 PUD 137
Intended Uses	Eating and Drinking (Restaurant) One Floor: Up to 10 Restaurant concepts Accessory Uses
Zoning	Riverfront Tourist Commercial (RTC) with PUD 137 Overlay
Zoning History	Ordinance No. 995   AG (Agriculture) SUP 43   Per INCOG Map Ordinance No. 1526   July 23, 2020   CC Approved: Abrogation of Lot 2, Block 1 from SUP 43 and adoption of SUP 115. SUP 115 expired in July 2022 but has not been removed from INCOG Zoning Map. Ordinance No. 1582   Rezoning from AG to RTC (Riverfront Tourist Commercial) Ordinance No. XXX   February 07, 2023, not filed   PUD 137 Overlay
Tulsa County Assessor	60804832045610
Legal	LT 2 LESS BEG NEC LT 3 TH NE72.32 SE111.24 SE75 SW50 SE86.10 SW51.56 NW316.76 POB BLK 1
Owner	INSPIRATION HALL LLC
Address	200 Aquarium Drive
TR_SEC	8320
Acres	1.33
General Location	Adjacent to the Arkansas River, situated between Holiday Inn Express and The Oklahoma Aquarium
Plat	Oklahoma Aquarium Campus   No. 6114   04.30.2007 Lot 2, Block 1
Building Floor Area	18,476 SF
Number of Stories	1   Meet RTC Code
Height	32 feet
Impervious Surface	68%
Setbacks	Front – 25 feet
Sides	10 feet
Rear	100' from Arkansas River shoreline*   Meet RTC Code *City of Jenks requires 30 feet of public space dedicated to access both to/for trail.

Parking

Adjusted Parking Plan is supported by City. The study/agreement to be executed as condition of approval.

Zoning Surrounding:

SUP 43 & RTC (Riverfront Tourist Commercial)

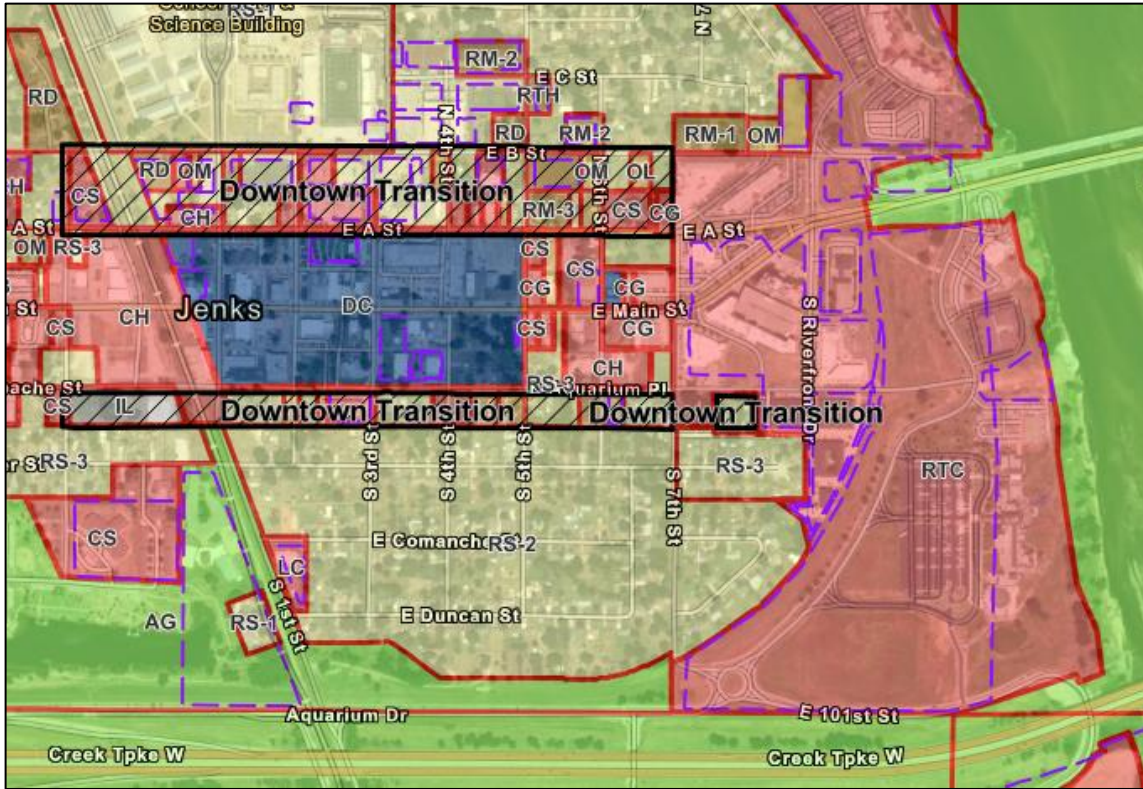


Figure 1: Zoning Map | INCOG

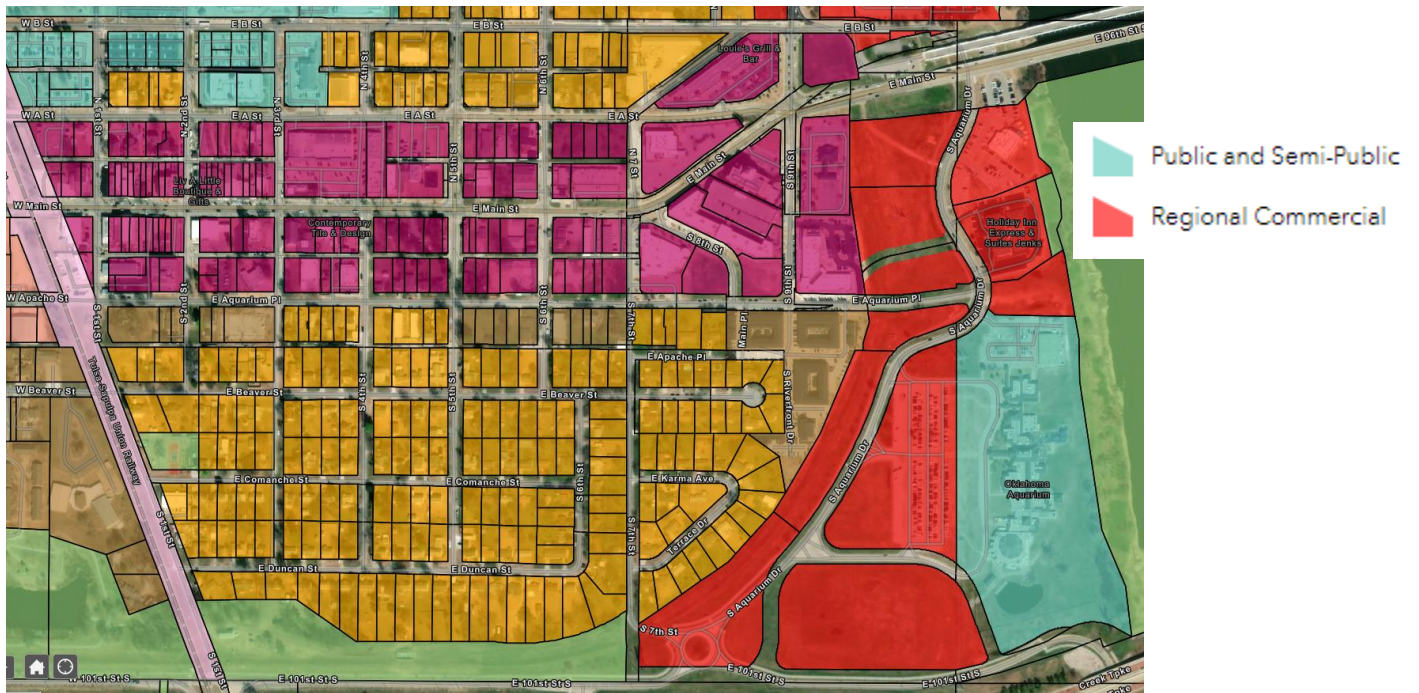


Figure 2: Comp Plan Land Use Map | Regional Commercial

## **Comprehensive Plan**

**RTC –Riverfront Tourist Commercial District.** *The RTC District shall be limited to areas located within the Riverfront Subarea of the Jenks Comprehensive Plan. The District shall include those uses which make use of and provide waterfront amenities and riverfront activities. The type of use and site design should harmonize with the intended character of the waterfront area as established in the Riverfront Subarea Plan.*

*The Riverfront should include a unique mix of commercial, entertainment, public waterfront, and residential uses between East K Place to the north and Creek Turnpike to the south, as outlined in the Riverfront Subarea*

*New development should face the River or front key streets such as Aquarium Drive. As the district develops, it will benefit from access to improved open spaces on the Arkansas River and proximity to Downtown and the Outlet Mall.*

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### **PUD 137 Details | Not Complete List**

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Uses (prohibited): Agricultural, Residential, Wireless Communication Facilities, Short Term Rentals, Medical Marijuana Uses, Home based business

Uses (allowed uses): See PUD 137 for details. must meet the additional regulation requirements.

#### **UDO STANDARDS: Sec. 16-3-6. Riverfront Tourist Commercial District Specific Standards.**

**(A) Development Plan.** *Prior to the change of occupancy, construction, or reconstruction of any building or structure, exterior remodeling, placement of exterior lighting or signs, or any proposed construction requiring the issuance of a building permit other than a small job permit for a property located within the RTC - Riverfront Tourist Commercial District, an application for Site Plan Review, as detailed in section 16-9-3(C), shall be made and shall be subject to the RTC - Riverfront Tourist Commercial District Specific Standards established in this section.*

**(B) Exterior Building Materials.** *Exterior building materials shall be traditional, time and weather tested materials and techniques.*

*(1) Ground Floor. Exterior building materials utilized on the ground floor shall be limited to wood, masonry, stucco, fiber cement, or stone veneer systems. Stone veneer systems utilized on the ground floor shall have a minimum thickness of three inches.*

*(2) Upper Floors. Exterior building materials utilized on upper floors may include all materials permitted on the ground floor as well as EIFS or precast panels with inlaid or stamped brick texture. All materials utilized on upper floors shall have a minimum thickness of one inch and shall be structurally integrated into the façade of the building.*

*(Ord. No. 1581, § II, 4-5-2022)*

Standard Table 16-3-1(B): Nonresidential District Bulk and Dimensional Standards	RTC	PUD 137	As shown on site plan.
<b>Lot Standards (Minimum)</b>			
Lot Area (acres)	n/a	1.33	1.33
Lot Width (ft)	n/a	104.95	Provide Dimensions on Site Plan
<b>Yard Setbacks (Minimum, unless otherwise stated)</b>			
Front (ft)	0	25	Provide Dimensions on Site Plan
Front, maximum (ft)	60		NA   PUD established the 25 ft. minimum.
Exterior Side (ft) (3)	0	0	NA
Exterior Side, maximum (ft)	60		NA
Interior Side (ft) (3)	0	0	Provide Dimensions on Site Plan
Rear (ft) (3)	0	0	Provide Dimensions on Site Plan
<b>Building Standards (Maximum)</b>			
Height (ft)	85	85	Provide Dimensions on Site Plan
Impervious Surface Coverage	70%	70%	
<b>Notes</b>			
(3) Transition yards, as specified in section 16-6-3(F), may apply and may result in greater yard setback requirements than specified in this table.			

**Sec. 16-7-4. Permitted Sign Types | Applicant requests a sign waiver to allow for a sign on the roof to the entrance but not above the primary structure as shown in the plans.**

The following key is to be used in the interpretation of Table 16-7-4.

- (A) *Permitted Sign Types.* Sign types marked as "P" in the table shall be permitted subject to all applicable regulations of this UDO and only after the issuance of a Sign Permit as detailed in section 16-9-3(F).
- (B) *Allowed Sign Types.* Sign types marked as "A" in the table shall be allowed subject to all applicable regulations of this UDO.
- (C) *Prohibited Sign Types.* A blank space in the table indicates that a sign type is not allowed in the respective zoning district.
- (D) *Unlisted Sign Types.* Sign types that are not included in Table 16-7-4 shall be considered prohibited.

Table 16-7-4: Permitted Sign Types by District	
Sign Type	District RTC
Wall Sign	P
Single-Tenant Monument Sign	P   Single-Tenant Monument Signs.   (1) Sign Area. (b) The maximum sign area of single-tenant monument signs in the OM, CS, RTC, and IL Districts shall not exceed 30 square feet.
Multi-Tenant Monument Sign	P   Sign Height.   (b) The maximum sign height of single-tenant monument signs in the OM, CS, RTC, and IL Districts shall not exceed seven feet.
Post Sign, Permanent	
Pole/Pylon Sign	
Awning/Canopy Sign	P
Projecting Sign	P
Window Sign, Permanent	P
Billboard Sign	
Wall-Mounted Banner Sign	P
Ground-Mounted Banner Sign	P
Feather Sign	
Window Sign, Temporary	P
Post Sign, Temporary	A
Yard Sign	
<b>Notes:</b>	
(1) Sign shall be permitted for nonresidential, mixed use, or multifamily developments only.	
(2) Sign shall be permitted at entryways or gateways to subdivisions or neighborhoods only.	
(3) Sign shall be permitted within 300 feet of United States Federal Highways, Federal Interstate Highways, State of Oklahoma Highways, U.S. or State Toll ways or Turnpikes only.	

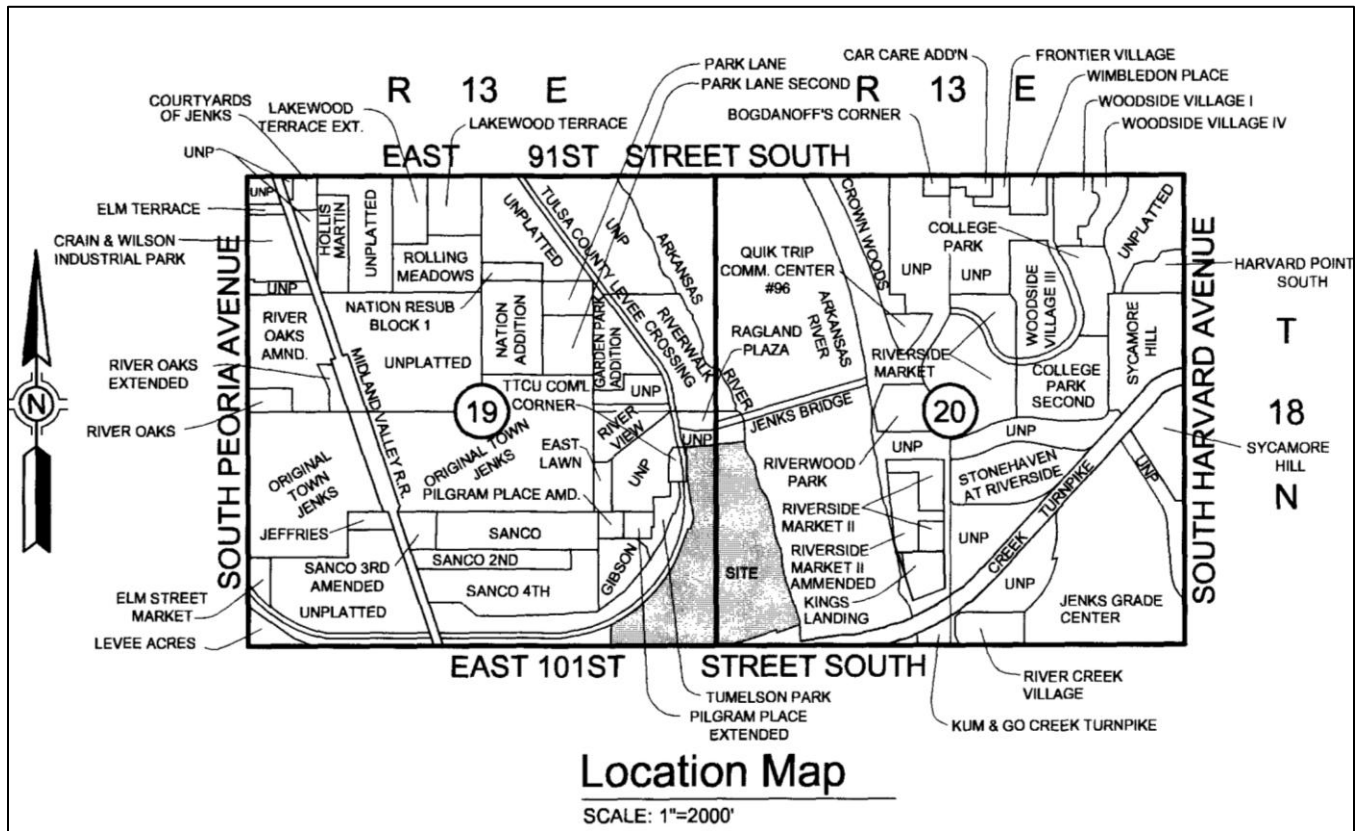


Figure 3: Location Map | Taken from Filed plat



Figure 4: Site looking east



Figure 5: Site looking north from Aquarium Drive



Figure 6: Site from Main Street Bridge

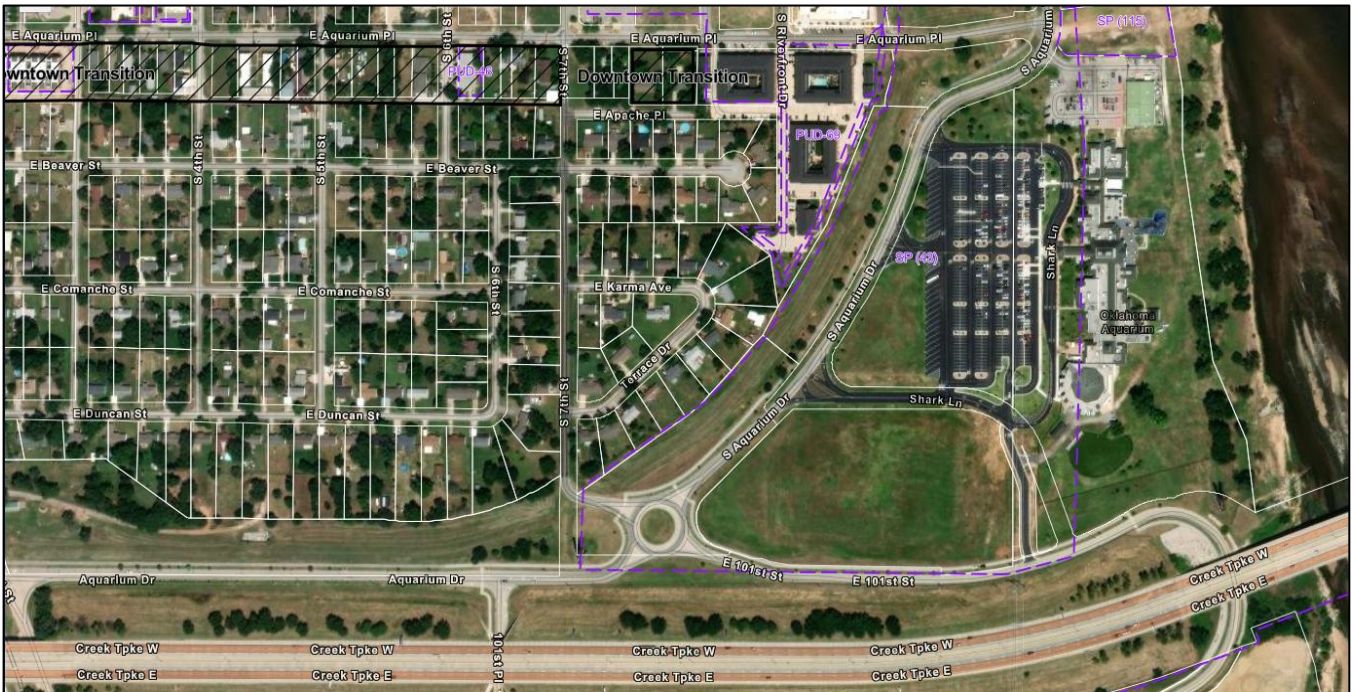


Figure 7: Aerial Photo of Downtown and Aquarium Campus

**Evaluation** | This site is located on the Aquarium campus with potential access, the PUD is limited in content, as presented the project will not meet all the standards of the UDO including the parking. The UDO lays out the process for parking. This alternative/adjusted parking agreement is part of the PUD application.

The PUD allows for many uses which are not part of the design or site plan. Approving the PUD and allowed Uses will create a path forward for a use other than a food hall/entertainment to be designed and built. Residential uses and Marijuana uses are prohibited in the PUD along with several other uses, event space as a separate commercial entity is not allowed within the RTC or the PUD.

**ENFORCEMENT OF CODE:** This subdivision is subject to all applicable standards and requirements outlined in the Unified Development Ordinance (UDO), engineering criteria, and the City of Jenks Code, unless explicitly modified by the approved Planned Unit Development (PUD). It is the applicant's responsibility to ensure compliance with all relevant code/criteria provisions; the City of Jenks is not obligated to notify applicants of applicable UDO or code requirements.

The approved PUD is enforceable by the City of Jenks Code Enforcement Division. However, the City does not enforce private covenants or agreements.

**Plat Language to be Reconciled | Not complete list**

1. **Identify on Site Plan** | *Arkansas River: A 100 Foot Riparian Vegetation Setback is established along the Banks of the Arkansas River. \*\*The Riparian Vegetation Setback shall be measured from the Bank of the Arkansas River further defined as the normal high-water line or vegetation line of the river. Variance to the 100-foot setback may be applied for through the Oklahoma Department of Environmental Quality in cooperation with U.S. Fish and Wildlife Service. Uses within the Riverfront Entertainment/Tourism District should be designed to provide public entrance from the waterfront site of the building, and provide a view in the waterfront direction. Public access along the waterfront between buildings and the river should be promoted.*

*PLAT | Off-Street Parking: Off Street Parking Stalls shall be installed in accordance with City of Jenks Zoning Code Requirements. Shared or Common Parking Stalls shall be allowed with contractual agreements with the principal owners of the lots to be shared and with any lease holder greater than 10 years. Off Street Parking Stalls developed under the 96th Street and Pedestrian Bridges shall be included within totals for Lot 4 Block 1 "Oklahoma Aquarium Campus.*

2. **SECTION III – ARCHITECTURAL CONTROL COMMITTEE** | *B. No building, fence, wall, placement of exterior lighting, signs, or any proposed construction requiring the issuance of a building permit shall be erected, placed or altered on any lot in this subdivision until the*
  - *building plans and specifications,*
  - *drainage and grading plans,*
  - *exterior color scheme and material thereof,*
  - *and plot plan, which plot plan shows a landscape plan and the location and facing of such building*
  - *have been approved in writing by the Oklahoma Aquarium Campus Architectural Control Committee to be composed of the members of the Jenks Aquarium Authority (JAA), a Public Trust of the City of Jenks.*

*The Architectural Control Committee's purpose is to promote good design and compatibility within the subdivision and to enforce the Riverfront/Boardwalk Appearance Review District of the City of Jenks within the boundaries of the*

*“Oklahoma Aquarium Campus” subdivision plat. The following guidelines and criteria are hereby established and in force for the “Oklahoma Aquarium Campus” subdivision plat and shall be taken into consideration during the review by the Architectural Committee (JAA).*

1. *Appearance/Design:*

- A. *Building design and site plan details should be so designed to provide building exterior walls and structural facades of a style reflecting a Riverfront/Boardwalk. Exterior walls of buildings visible from the fronting street must provide an aesthetic pleasing appearance utilizing approved Riverfront District design features, landscaping, color schemes, and other architectural treatment to eliminate monotone or monolithic exterior walls or structural facades in order to be compatible with the Riverfront District.*
- B. *In addition to design and building materials, the use of building setbacks, landscaping, signage, lighting, and other site specific amenities should harmonize with the intended character of the waterfront area.*

**UDO MINIMUM STANDARDS PER CODE:**

**(F) Shared Parking Facilities.**

*(1) Purpose. Shared parking is encouraged as a means of conserving land resources, reducing stormwater runoff, reducing the heat island effect caused by large, paved areas, and improving community appearance.*

*(2) Authorization. Shared parking facilities for off-street parking of two or more buildings or uses may be approved by the Planning Commission subject to compliance with this section.*

*(3) Location. Shared parking facilities shall be located within 300 linear feet of the primary entrance of the main residential building and within 500 linear feet of the primary entrance of the main nonresidential building.*

**(4) General Requirements.**

*(a) The number of parking spaces provided shall not be less than the sum of the separate requirements for each such building or use. Where a mix of two or more land uses creates staggered peak periods of parking demand, shared parking agreements that have the effect of reducing the total amount of required parking may be approved.*

*(b) Required accessible parking spaces for persons with disabilities may not be shared and shall be located on-site.*

*(c) Adjacent lots that are subject to a shared parking agreement shall be interconnected by the provision of a cross-access easement for vehicular and pedestrian passage.*

**(5) Shared Parking for Uses with Different Hours of Operation.**

*(a) For purposes of this section, the following uses are considered daytime uses:*

*(I) Office Uses,*

*(II) Commercial Service Uses,*

*(III) Commercial Retail Uses,*

*(IV) Industrial Uses, and*

*(V) Other similar primarily daytime uses, as determined by the Planning Commission.*

*(b) For purposes of this section, the following uses are considered evening or weekend uses:*

*(I) Physical Health and Entertainment Uses,*

*(II) Public/Semi-Public Uses,*

*(III) Eating and Drinking Uses, and*

*(IV) Other similar primarily nighttime or weekend uses, as determined by the Planning Commission.*

**(6) Shared Parking Study.** *The applicant(s) shall demonstrate, through a professionally prepared shared parking study, that there is no substantial conflict in the peak periods of parking demand of the uses for which shared parking is proposed. The shared parking analysis shall include, at minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover and the anticipated hourly and peak parking and traffic loads for all uses that will be sharing parking spaces. If existing land uses are to be included in the shared parking*

agreement, the study shall also include parking counts that document parking occupancy during weekday, weekend, daytime, and evening periods of peak and off-peak parking demand.

(7) Agreement. The applicant(s) shall provide a copy of the executed shared parking agreement prior to the City Council's authorization of a shared parking facility permit.

(a) Shared parking agreements shall have a term of not less than five years, including any renewals at the option of the lessee.

(b) Authorization of the shared parking facility will continue in effect only as long as the agreement, binding on all parties, remains in force. Should the agreement cease to be in force, parking must be provided as otherwise required by this section.

(G) Adjustments to Required Parking. The purpose of this section is to allow adjustments to the minimum number of parking spaces required to avoid constructing unneeded and excessive off-street parking areas. Reducing the amount of excess off street parking areas is intended to provide for more cost-efficient site development, to eliminate constructing more impervious surface than necessary, to minimize storm water runoff, to avoid construction of unnecessarily large storm water management facilities, and to provide more landscape areas and open space on commercial and industrial sites. To achieve these purposes, the Planning Commission or Board of Adjustment may reduce the minimum number of required off-street parking spaces in specific cases as described in this section.

(1) Adjustments. In all districts, the minimum number of required parking spaces may be adjusted on a case-by-case basis. The petitioner for such an adjustment shall show to the satisfaction of the Planning Commission or Board of Adjustment that adequate parking will be provided for residents, customers, clients, visitors, and employees. The following provisions and factors shall be used as a basis to adjust parking requirements:

(a) Procedures. The petitioner shall submit the requested parking reduction with the Planning Commission when the request is to be approved as part of a plan review or other Planning Commission permit process. The petitioner shall submit the requested parking reduction to the Board of Adjustment if the request is an amendment to a previously approved site plan or not otherwise part of a Planning Commission permit process.

(b) Evidence That Actual Parking Demands Will Be Less Than Ordinance Requirements. The petitioner shall submit written documentation and data to the satisfaction of the Planning Commission or Board of Adjustment that the operation will require less parking than required in Table 16-6-1(E).

(c) Use of Optional Modes of Transportation. Upon demonstration to the Planning Commission that effective alternative transportation to the automobile will occur within 12 months following the issuance of the certificate of occupancy, the Planning Commission may reduce parking requirements. Optional modes of transportation may include, but are not limited to, bus transit, van pool operations, car pool/ride sharing, and bicycles. Parking management plans/operations may also be used as a basis to reduce required parking. Parking management plans may include, but are not limited to, flexible working hours or shifts, preferential parking for car pools/van pools, transit/van pool fare subsidy, and establishment of a transportation coordinator to implement car pool, van pool, and transit programs. Proposals for adjustments of parking requirements under this section shall show how the alternative transportation modes will be implemented, the permanency of such modes, extent of the program, the number of vehicles the mode will replace, and other pertinent information as requested by the Planning Commission.

(d) Bicycle Parking and Credit. Any use which provides bicycle parking beyond the minimum requirement as detailed in section 16-6-1(I)(4)(c) may be granted a credit toward one required vehicle parking space for every four additional bicycle parking spaces. A maximum of four required vehicle parking spaces may be substituted for additional bicycle parking spaces.

(2) Space to be Set Aside for Reduced Parking. The Planning Commission may require the site plan for the commercial or industrial use be designed to provide sufficient open space on the subject site to accommodate the additional parking

*spaces otherwise required by this article. Such open space shall be in addition to required yards, setbacks, driveways, private streets, loading and service areas. Sufficient open space shall be provided which, if converted to off-street parking areas, would provide off street parking to meet the full requirements of this article at the time of application.*

*(a) Planning Commission Review and Verification. Upon the receipt of a complaint, the Planning Commission shall review the adequacy of parking where an adjustment to parking requirements has been granted and set aside space has been required. If the parking is found to be inadequate, the Planning Commission shall order the use of the property to comply with the parking requirements set forth in Table 16-6-1(E).*

**Recommendation** | Staff has reviewed each version of this project, there have been multiple site locations, parking plans, and change of uses over the past several years. The developer group will stay on this lot at this location on the Oklahoma Aquarium Campus and seeks approval of the adjusted parking plan, building design, and conceptual site plan and asks that Planning Commission approve the draft/conceptual plans, the item will then move to City Council where the approved PUD 137 Overlay and accompanying Ordinance will be placed on the agenda for approval.

1. Meet requirements of UDO if not outlined in the PUD 137 Overlay.
2. Detailed Site Plan approval required (City Planner per UDO) & (JAA per Plat) before issuance of building permit.
  - a. There are multiple site plan requests needed including but not limited to the following:
    - i. Dimensions and scale to site plan.
    - ii. Landscape Plan for site and parking lot.
    - iii. Lighting?
    - iv. Completion of information requested in the staff report and on other documents.
3. Work with engineering staff to complete subdivision requirements per UDO and engineering.
4. Work with JAA and OAF to reconcile and approve Plat requirements.
  - a. Deliver letter from JAA and OAF to City Staff verifying approval of Parking Plan and site plan.
5. Parking:
  - a. The UDO outlines the process for approving an adjusted parking agreement or reduced parking. The applicant must submit a parking study accordingly.
    - i. Submit Parking demand study to City Planner and City Attorney.
      1. Parking Study and adjusted parking agreement have similar requirements and must be approved by PC per UDO.
      2. Planning Commission approves the parking study compliance
  - b. Adjusted Parking Agreement must be approved by JAA & OAF.
    - i. The applicant will work with all parties and the City Attorney will approve the draft parking agreement.
  - c. Engineering:

- i. Work with Corp of Engineers regarding parking near the levy. Generally speaking, the Corp requires the development to be 15 feet from toe of levy.
  - ii. Work with PSO to design and build parking under the powerlines.
  - iii. Work with COJ regarding the triangle parcel parking.
6. OVERLAY: Provide image of site plan and parking plan over the plat.
7. PUD was conditionally approved but PUD Ordinance and full approval of the PUD will not be adopted until all Plat requirements and parking agreement is finalized and approved by required parties. City Council approves the PUD 137 ordinance.
8. Plat Language to be Reconciled.
9. Confirm: Yard Setbacks as found in staff report and UDO: Standard Table 16-3-1(B): Nonresidential District Bulk and Dimensional Standards.
10. Use Identification, identify all uses in the plan as to be submitted for a building permit.
11. Provide public 30-foot access along Arkansas River and work with City of Jenks for trail location and other public amenities.

# JENKS MARKET | SINGLE-STORY REDESIGN



FRISBIE LOMBARDI

ksqdesign

SCHEMATIC DESIGN REVIEW | 01 AUGUST 2025

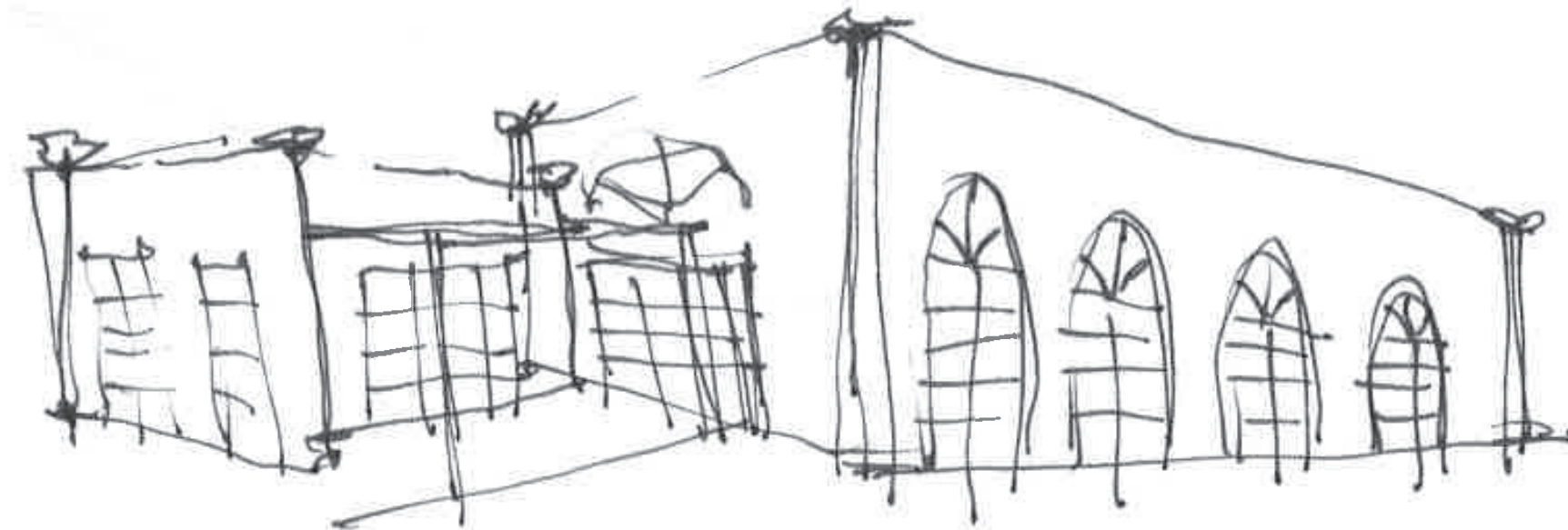
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DESIGN PRECEDENTS

SITE PLAN & PROJECT DATA

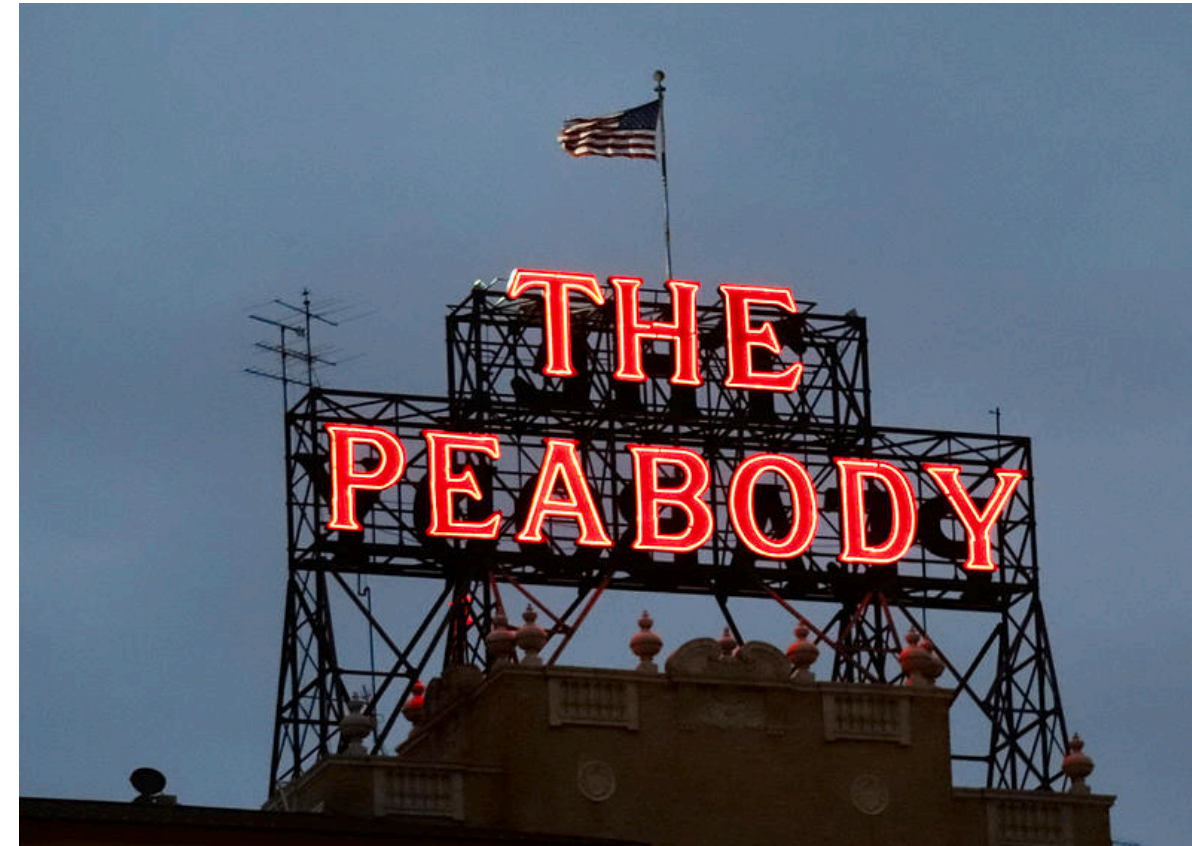
FLOOR PLAN

RENDERINGS









DESIGN INTENT | SIGN PRECEDENT

JENKS MARKET | SCHEMATIC DESIGN

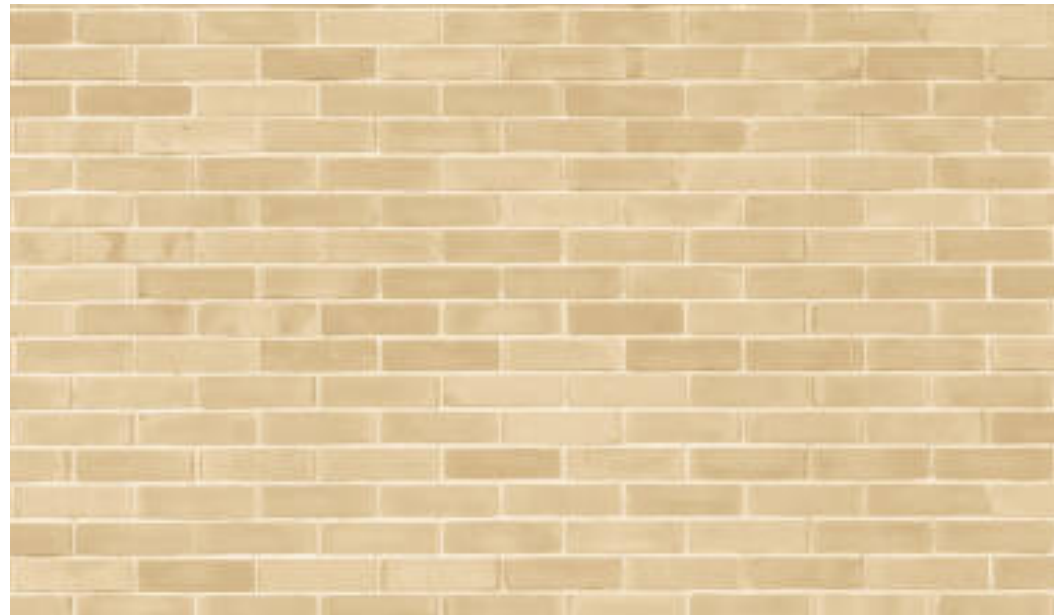
01 AUGUST 2025



CAST STONE



GREEN GLAZED BRICK



TAN BRICK



IRON



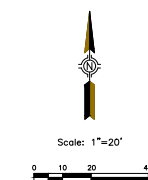
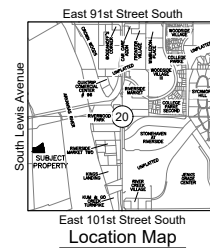
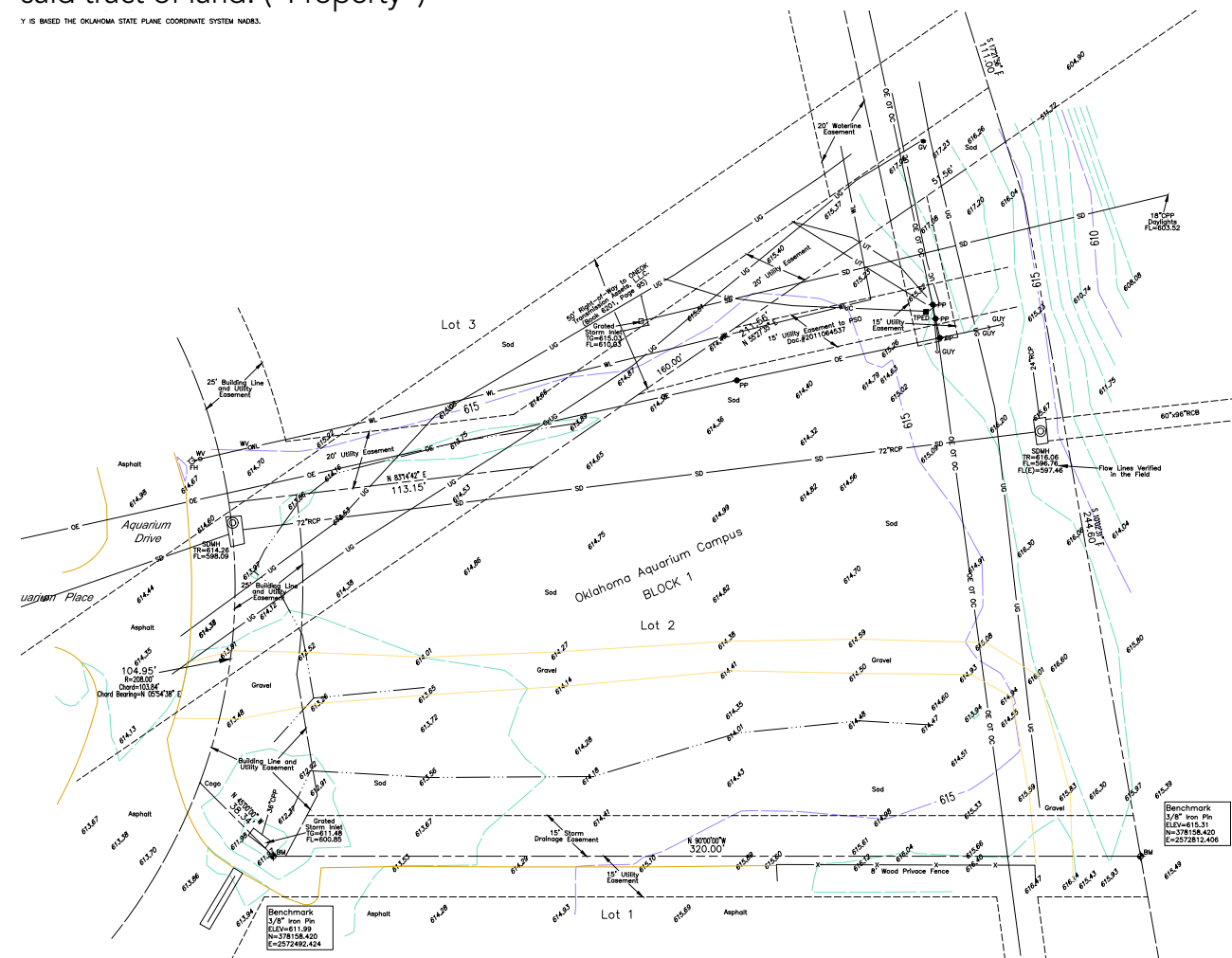
FRISBIE LOMBARDI



LEGAL DESCRIPTION

Lot two (2) in Block One (1), OKLAHOMA AQUARIUM CAMPUS, an Addition to the City of Jenks, Tulsa County, State of Oklahoma, according to the recorded Plat No. 6114, LESS AND EXPECT a tract described as follows: Beginning at a Point that is the Northeast Corner of Lot Three (3), Block One (1), of said OKLAHOMA AQUARIUM CAMPUS, said point also being the most Northerly Northwest Corner of said Lot Two (2): THENCE North 67°14'12" East along a Northerly line of said Lot Two (2) for feet to the Northerly Northeast Corner of said Lot Two (2); THENCE South 18°08'45" East along the Easterly line of Lot Two (2) for 111.24 feet; THENCE South 3°29'15" East along the Easterly line of Lot Two (2) for 75.00 feet; THENCE South 24°52'29" West along the Easterly line of Lot Two (2) for 50.00 feet; THENCE South 17°21'56" East along the Easterly line of Lot Two (2) for 86.10 feet; THENCE South 55°27'37" West for 51.56 feet to the Southeast Corner of said Lot Three (3); THENCE North 12°24'53" West along the Easterly line of Lot Three (3) and along a Westerly line of Lot Two (2) for 316.76 feet to the Point of Beginning of said tract of land. ("Property")

Y IS BASED THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD83.



Legal Description  
A TRACT OF LAND THAT IS PART OF LOT TWO (2), IN BLOCK ONE (1) OF OKLAHOMA AQUARIUM CAMPUS, IN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, SAID PART OF LOT TWO (2) BEING DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT THAT IS THE NORTHEAST CORNER OF LOT THREE (3) OF BLOCK ONE (1) OF SAID OKLAHOMA AQUARIUM CAMPUS, SAID POINT ALSO BEING THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT TWO (2); THENCE NORTH 67°14'12" EAST ALONG A NORTHERLY LINE OF SAID LOT TWO (2) FOR 72.32 FEET TO THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT TWO (2); THENCE SOUTH 18°08'45" EAST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 111.24 FEET; THENCE SOUTH 3°29'15" EAST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 75.00 FEET; THENCE SOUTH 24°52'29" WEST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 50.00 FEET; THENCE SOUTH 17°21'56" EAST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 86.10 FEET; THENCE SOUTH 55°27'37" WEST FOR 51.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT THREE (3); THENCE NORTH 12°24'53" WEST ALONG THE EASTERLY LINE OF LOT THREE (3) AND ALONG A WESTERLY LINE OF LOT TWO (2) FOR 316.76 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

Topographic Survey  
of A Part of  
Lot 2, Block 1  
Oklahoma Aquarium Campus  
City of Jenks, Tulsa County, Oklahoma

Surveyor's Certification  
WE, BENNETT SURVEYING, INC., HEREBY CERTIFY THAT THE TOPOGRAPHICAL INFORMATION HEREON REPRESENTS A SURVEY PERFORMED UNDER OUR DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE.  
THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.  
WITNESS MY HAND AND SEAL THIS 19TH DAY OF JUNE, 2020.

Jenks Market Project

Project Data

Project Address: 200 Aquarium Drive, Jenks, OK 74037

Authority Having Jurisdiction: City of Jenks

Project Zoning: RTC Riverfront Tourist Commercial

Max Building Height per Zoning Requirements: 85'-0"

Proposed Building Height: 25 feet

Construction Type: II-B

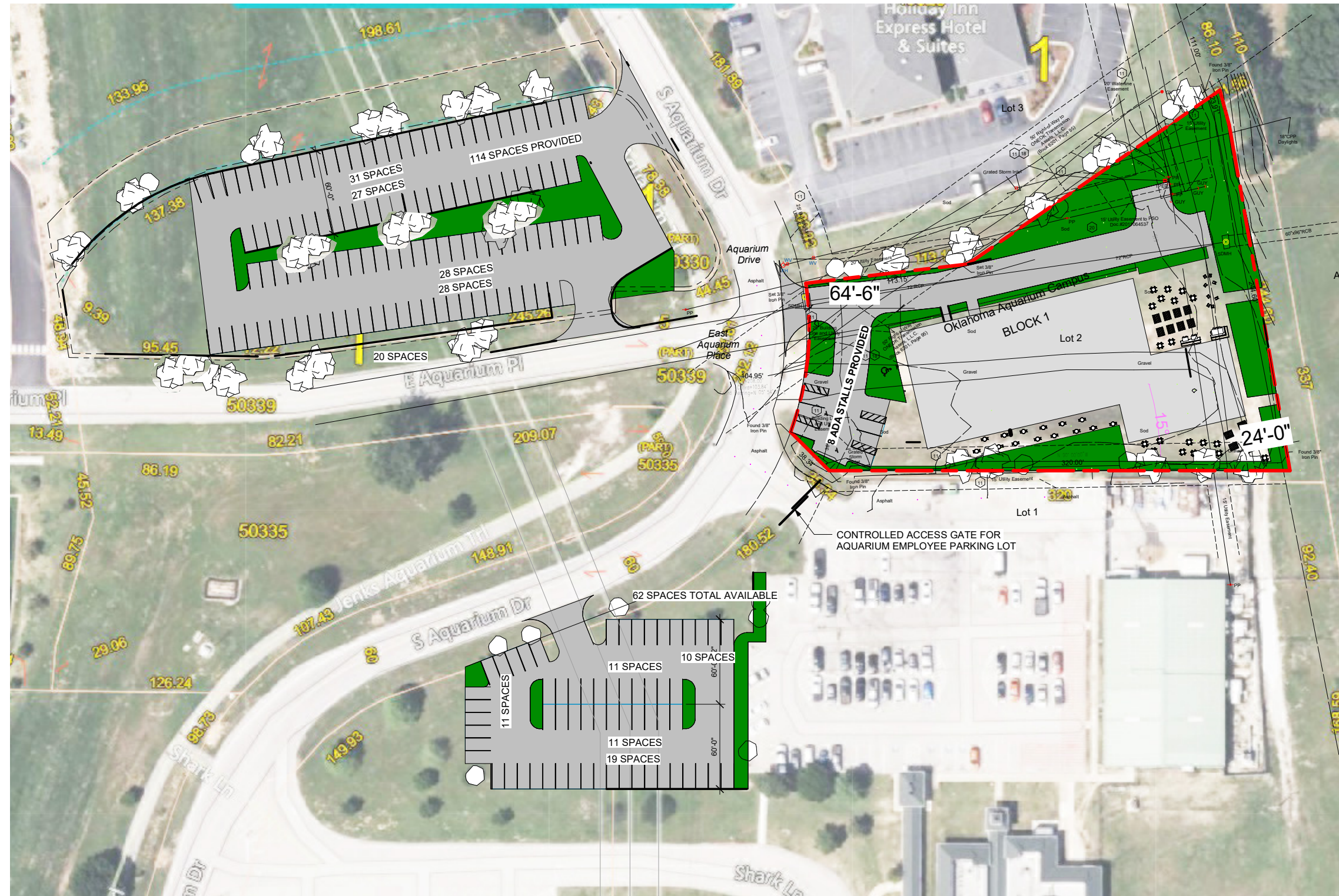
Occupancy Type: (A-2) : Ground Floor (Use) - Restaurant, Fast Casual

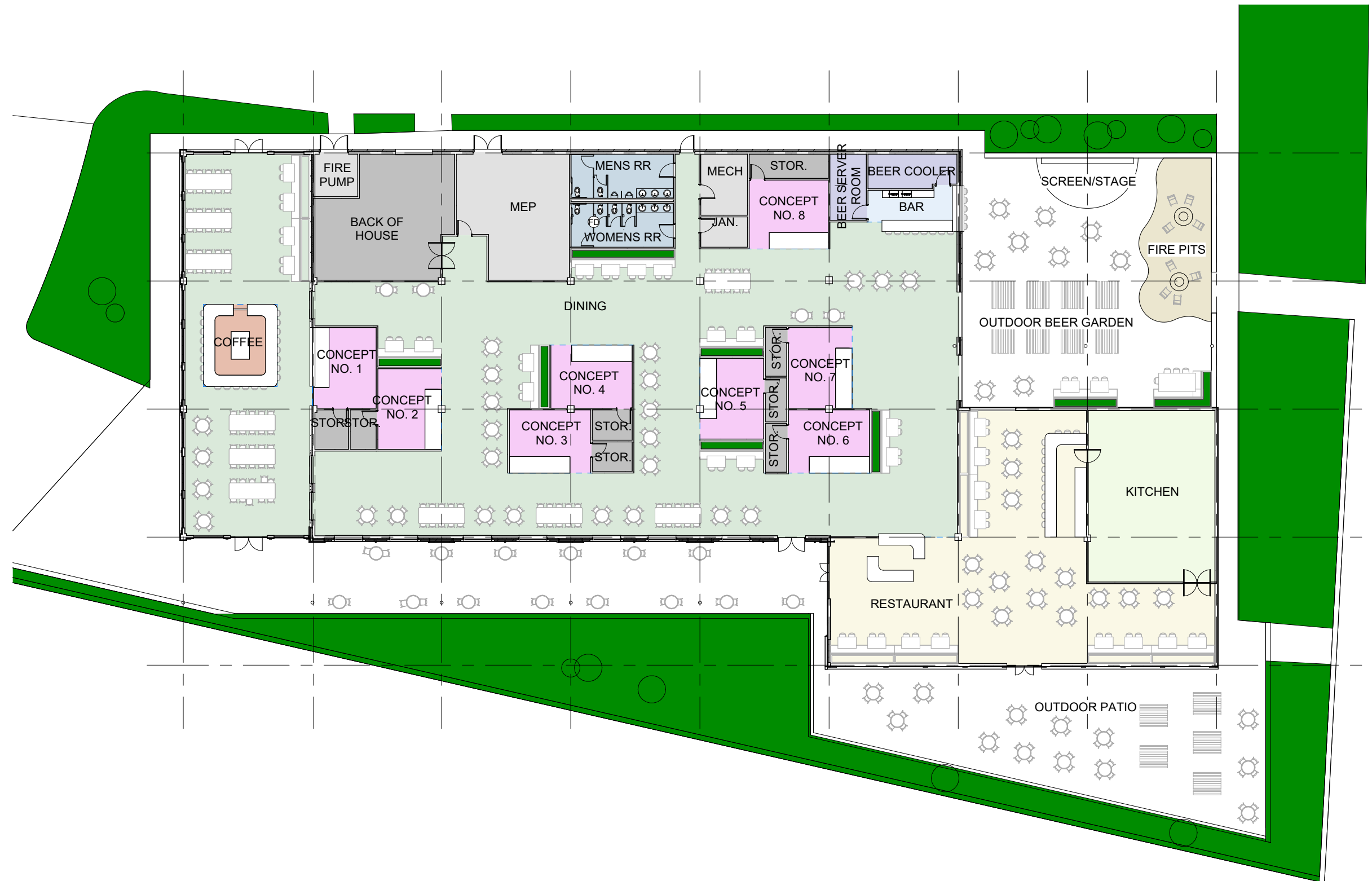
Fire Suppression Required – Yes

Fire Alarm Required - Yes

TOTAL PARKING STALLS REQUIRED: 178  
 TOTAL PARKING PROVIDED: 184  
 NW LOT: 114 STALLS  
 S LOT: 62 STALLS  
 JENKS MARKET ON-SITE: 8 ADA STALLS

TOTAL SITE AREA: 57,850 SF  
 TOTAL LANDSCAPING (PERVIOUS) 18,742 SF  
 % IMPERVIOUS = 68%  
 TOTAL GROSS BUILDING AREA  
 17,800 GSF











THANK YOU



# Inspiration Hall, LLC

Planned Unit Development #JZ-23 PUD-137

## Date

December 01, 2022

Updated: January 06, 2023

Updated for Planning Commission | July 09, 2025

Updated for Planning Commission | August 7, 2025

## Location

Lot Two (2), in Block One (1), Oklahoma Aquarium Campus, an Addition to the City of Jenks, Tulsa County, State of Oklahoma.

## Owner

Inspiration Hall, LLC  
120 East A Street  
Jenks, OK 74037

## Prepared By



wallace  
design  
collective

### **wallace design collective, pc**

structural · civil · landscape · survey

123 north martin luther king jr. boulevard

tulsa, oklahoma 74103

918.584.5858 · 800.364.5858

wallace.design



FRISKIE LOMBARDI

ksqdesign

## Development Concept

Inspiration Hall, LLC is a proposed single lot development located off South Aquarium Drive, just east of its intersection with East Aquarium Place. The full legal description of said development is included in Exhibit A. The proposed development encompasses approximately 1.33 acres nestled between the Holiday Inn Express and Suites Hotel to the north, Oklahoma Aquarium to the south, the Arkansas River to the east and undeveloped land owned by the Oklahoma Aquarium Foundation to the west. Exhibit B shows the subject property in relation to the existing surrounding developments.

This PUD is a Planned Unit Development overlay of an existing Riverfront Tourist Commercial (RTC) District zoned parcel. Exhibit C shows the existing zoning map of the area with the proposed rezoning overlay. The project will be developed with one primary building to be built in one phase and will house multiple tenants with indoor and outdoor dining uses. The entire building will serve as a food hall concept with various food tenants with a communal dining space and (1) stand alone restaurant. The outdoor space surrounding the building will be used as an extension of the building allowing people to flow in and out of the space effortlessly. With a landscaped wall along the eastern portion of the southern and northern boundaries, an intimate space will provide additional seating for dining and various types of entertainment. The conceptual site plan of the project shown in Exhibit D.

The only deviation requested from the existing City of Jenks Code is to the minimum required parking. There will be a cross access parking agreement between the Jenks Aquarium Authority (JAA), the Oklahoma Aquarium Foundation, the City of Jenks and Inspiration Hall, LLC to provide 178 parking spaces on adjacent sites for this PUD. 8 accessible stalls will be provided on site, along the western side of the building.

## Development Standards

Development within this PUD shall conform to the bulk and area requirements of the RTC zoning district as established in the City of Jenks Zoning code as it exists on the date of approval, except as hereinafter modified. **Note: Areas highlighted in "red" indicate updated information which shows conformance to the bulk and area requirements of the RTC zoning district.**

Gross Land Area: 1.33 acres

Permitted Uses: Table 1 lists all the permitted uses within this PUD. Additional regulations, as noted in the code, shall be applicable to the permitted uses. Note, for the permitted uses in the PUD, specific use permits, temporary use permit, or conditional use permits shall not be required.

Bulk and Dimensional Standards: Table 2 lists the bulk and dimensional standards as applicable to this PUD.

Table 1: Permitted Uses			
Use	Additional Regulation	RTC	PUD
<b>Residential Uses</b>			
<i>Community Group Home</i>	16-5-2(B)	S	<i>Not permitted</i>
<i>Multifamily Building, 8 units or more</i>	16-5-2(C)	S	<i>Not permitted</i>
<i>Multifamily Building, less than 8 units</i>	16-5-2(C)	S	<i>Not permitted</i>
<i>Multifamily Complex</i>	16-5-2(D)	S	<i>Not permitted</i>
<i>Re-Entry Facility</i>		S	<i>Not permitted</i>
<i>Residential, above ground floor</i>		P	<i>Not permitted</i>
<i>Residential Treatment Center</i>	16-5-2(E)	S	<i>Not permitted</i>
<i>Transitional Living Center</i>	16-5-2(G)	S	<i>Not permitted</i>
<b>Institutional and Utility Uses</b>			
Government Uses, indoor		P	Permitted

Table 1: Permitted Uses			
Use	Additional Regulation	RTC	PUD
Government Uses, outdoor	16-5-3(A)	S	Permitted
<i>Wireless Communication Facility</i>	16-5-3(B)	S	<i>Not permitted</i>
<i>Wireless Communication Facility, Small Cell</i>	16-5-3(B)	C	<i>Not permitted</i>
<b>Retail Uses</b>			
Convenience Store		P	Permitted
General Retail, less than 10,000 sqft	16-5-4(B)	P	Permitted
General Retail, 10,000 sqft - 49,999 sqft	16-5-4(C)	P	Permitted
General Retail, 50,000 or more sqft	16-5-4(D)	S	Permitted
Multitenant Shopping Center	16-5-4(E)	P	Permitted
<b>Service Uses</b>			
General Service, less than 10,000 sqft	16-5-5(C)	P	Permitted
General Service, 10,000 - 49,999 sqft	16-5-5(D)	S	Permitted
General Service, 50,000 sq ft or more	16-5-5(E)	S	Permitted
Medical/Dental Office		P	Permitted
Professional Office		P	Permitted
Professional Office, above ground floor		P	Permitted
<b>Lodging Uses</b>			
Hotel		P	Permitted
<i>Short-Term Rental</i>	16-5-6(B)	C	<i>Not permitted</i>

Table 1: Permitted Uses			
Use	Additional Regulation	RTC	PUD
<b>Eating/Drinking Uses</b>			
Bar/Tavern		P	Permitted
Brewery/Winery/Distillery, micro		P	Permitted
Brewery/Winery/Distillery, tasting room		P	Permitted
Coffee/Tea Shop	16-5-7(A)	P	Permitted
Food Truck Court	16-5-7(B)	S	Permitted
Restaurant, delivery/carry out only		S	Permitted
Restaurant, fast casual		P	Permitted
Restaurant, sit down		P	Permitted
<b>Entertainment Uses</b>			
General Entertainment, indoor, less than 10,000 sqft	16-5-8(A)	P	Permitted
General Entertainment, indoor, 10,000 sqft - 49,999 sqft	16-5-8(B)	P	Permitted
General Entertainment, indoor, more than 50,000 sqft	16-5-8(C)	S	Permitted
General Entertainment, outdoor	16-5-8(D)	S	Permitted
<b>Industrial Uses</b>			
Manufacturing, Artisan		S	Permitted
<b>Medical Marijuana Uses</b>			
<i>Medical Marijuana Dispensary</i>	16-5-11(A)	S	<i>Not permitted</i>

Table 1: Permitted Uses			
Use	Additional Regulation	RTC	PUD
<b>Accessory Use</b>			
Accessory Building	16-5-12(A)	P	Permitted
Accessory Structure	16-5-12(D)	P	Permitted
Drive Through	16-5-12(F)	P	Permitted
<i>Home Based Business</i>	<i>16-5-12(H)</i>	<i>C</i>	<i>Not permitted</i>
Outdoor Display/Sale of Merchandise, permanent	16-5-12(J)	S	Permitted
Solar Energy Collection System, canopy	16-5-12(L)	P	Permitted
Solar Energy Collection System, ground	16-5-12(M)	P	Permitted
Solar Energy Collection System, roof	16-5-12(N)	P	Permitted
<b>Temporary Uses</b>			
Construction Related		T	Permitted
Farmers Market		T	Permitted
Food Truck	16-5-13(A)	T	Permitted
Outdoor Dining	16-5-13(B)	T	Permitted
Outdoor Activity/Operation, temporary		T	Permitted
Outdoor Display/Sale of Merchandise, temporary	16-5-13(C)	T	Permitted
Seasonal Sales	16-5-13(E)	T	Permitted

Table 2: Bulk and Dimensional Standards		
Standard	RTC Required	PUD Proposed
Lot Standards (minimum)		
Lot Area (acres)	n/a	1.33
* Lot Width (ft)	n/a	104.95
Yard Setbacks (minimum, unless otherwise stated)		
**Front (ft)	0 - 60	<del>25</del> (64'-6") Meets code.
Exterior Side (ft)	0 - 60	n/a
Interior Side (ft)	0	0
Rear (ft)	0	<del>0</del> (24') Meets code.
Building Standards (Maximum)		
Height (ft)	85	85
Impervious Surface Coverage	70%	<del>70%</del> (68%) Meets code.
Notes		
* The platted lot has an existing lot width of 104.95 feet at the right-of-way line.		

## Architectural, Screening and Fencing Requirements Standards

- Architectural, screening, and fencing requirements shall be in accordance with the City of Jenks Code.

## Parking Standards

- The estimated minimum parking required for this development is 178 stalls
- The required number of parking stalls based on the City of Jenks Code shall be provided.
  - o On Project Site: 8 Handicap stalls
  - o Northwest Lot: 114 Stalls
  - o Southwest Lot: 62 Stalls
  - o Total Stall Count: 184 Stalls will be provided

if

## Landscape Requirements

- Landscaping requirements shall in accordance with the City of Jenks Code.

## Outdoor Lighting Requirements

- Outdoor lighting requirements shall in accordance with the City of Jenks Code.

## Signage Requirements

- Exception to City of Jenks Code, allowing roof mounted building signage.

## Drainage & UTILITIES

- Drainage and utility requirements shall in accordance with the City of Jenks Code.

## Environmental Analysis

- The site generally slopes from the west to the east towards the Arkansas River. The site lies within Zone X (area of minimal flood hazard); however, there is a Flood Zone AE to the east of the site; all appropriate permits shall be obtained prior any disturbance of this Flood Zone AE. The USDA web soil survey defines the onsite soils as Severn very fine sandy loam.

## **Supporting Documents**

Exhibit A: Legal Description

Exhibit B: Context Analysis

Exhibit C: Zoning Map

Exhibit D: Conceptual Site Plan

# Exhibit A

## LEGAL DESCRIPTION

LOT TWO (2), IN BLOCK ONE (1), OKLAHOMA AQUARIUM CAMPUS, AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6114, LESS AND EXCEPT A TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE NORTHEAST CORNER OF LOT THREE (3), BLOCK ONE (1), OF SAID OKLAHOMA AQUARIUM CAMPUS, SAID POINT ALSO BEING THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT TWO (2); THENCE NORTH  $67^{\circ}14'12''$  EAST ALONG A NORTHERLY LINE OF SAID LOT TWO (2) FOR 72.32 FEET TO THE NORTHERLY NORTHEAST CORNER OF SAID LOT TWO (2); THENCE SOUTH  $18^{\circ}08'45''$  EAST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 111.24 FEET; THENCE SOUTH  $3^{\circ}29'15''$  EAST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 75.00 FEET; THENCE SOUTH  $24^{\circ}52'29''$  WEST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 50.00 FEET; THENCE SOUTH  $17^{\circ}21'56''$  EAST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 86.10 FEET; THENCE SOUTH  $55^{\circ}27'37''$  WEST FOR 51.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT THREE (3); THENCE NORTH  $12^{\circ}24'53''$  WEST ALONG THE EASTERLY LINE OF LOT THREE (3) AND ALONG A WESTERLY LINE OF LOT TWO (2) FOR 316.76 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.



First Oklahoma Bank

TTCU Federal Credit Union

Holiday Inn Express

**SITE**

Jenks Thrive Apartment

Oklahoma Department of Wildlife Conservation

Oklahoma Aquarium

Arkansas River

Creek Turnpike (Toll Road)

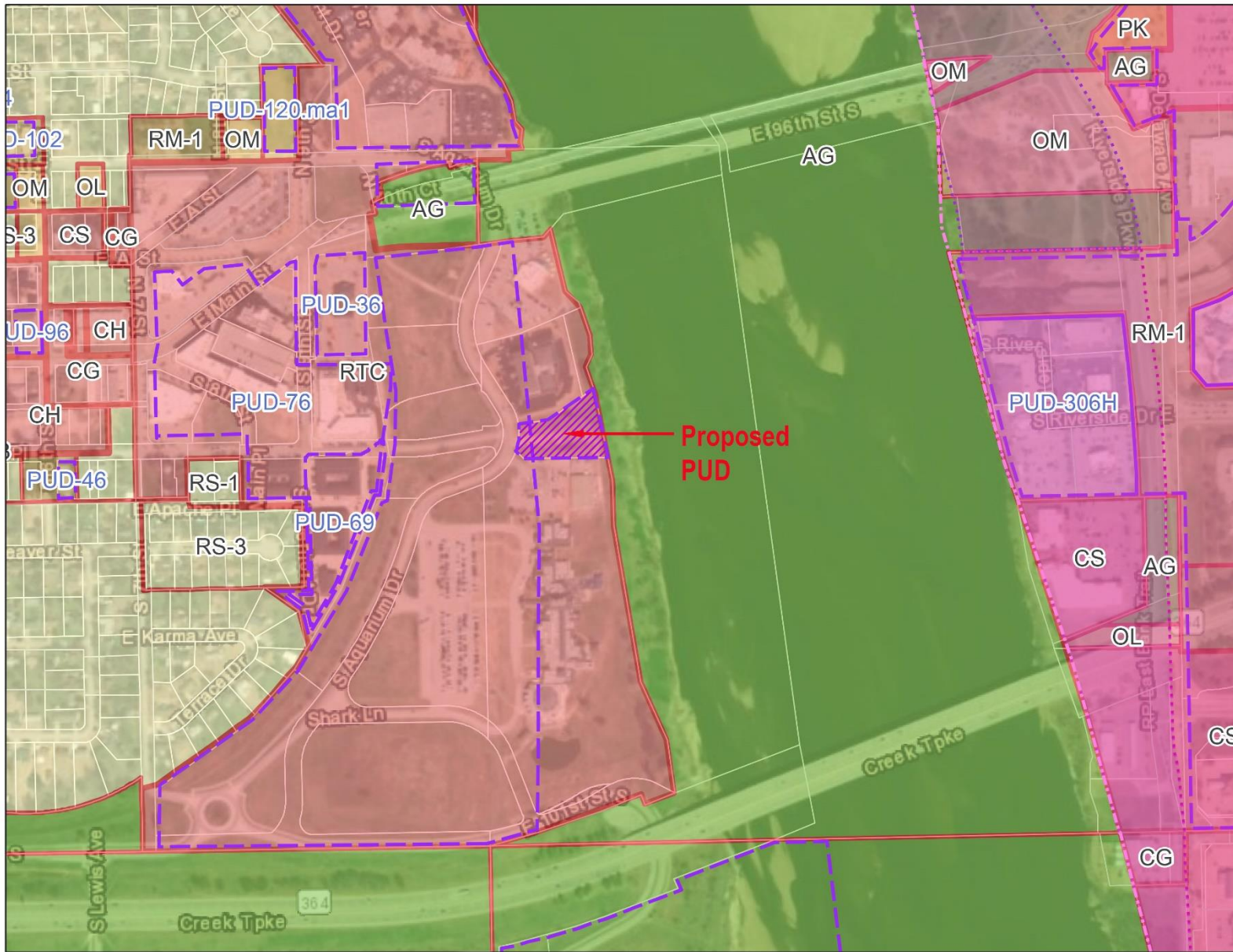


wallace design collective, pc  
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123 north martin luther king jr. boulevard  
tulsa, oklahoma 74103  
918.594.5858 · 800.364.5858

# INSPIRATION HALL, LLC

## Exhibit B - Context Analysis

Planned Unit Development



### Legend

- Subdivisions TulsaCo
- Tulsa City Limits
  
- Special Area Overlay**
- RDO-1
- RDO-2
- RDO-3
- Development Plans
  
- Zoning TulsaCo**
- Agriculture
- Commercial
- Corridor
- Office
- Parking



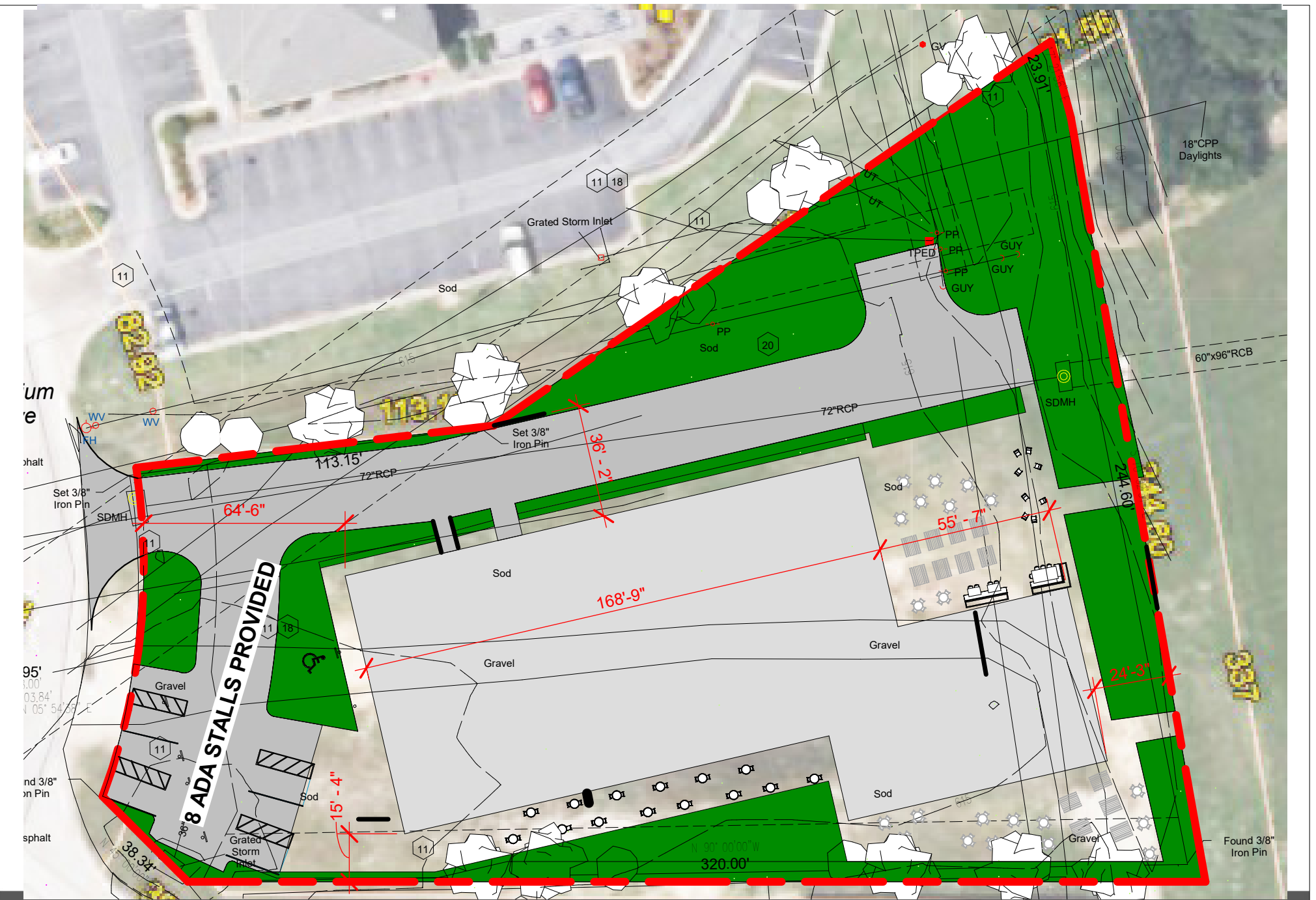
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 tulsa, oklahoma 74103  
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# INSPIRATION HALL, LLC

## Exhibit C - Zoning Map

Planned  
 Unit  
 Development





To the JAA and the OAF

July 09, 2025

Please review and return with response and applicable signatures within 10 business days.

Per SUP 43:

The Aquarium campus was approved and planned for Commercial out-parcels (approximately 28 acres more or less) which was planned in order to add value to the overall development by enhancing the visitor experience and appeal of the Riverfront District in areas adjacent to the aquarium and further believed would reinforce retail opportunities in Jenks that complement the Downtown shopping core and the Antiques and Collectibles District, uses such as hotel accommodations and boardwalk boutiques shopping being the most desirable. Leaseholds from JAA/OAF were stated to be the intended real estate format for the commercial out-parcels.

#### Architectural Style and Concepts

The architectural character of the aquarium was approved to be a mixture of *Cape Cod and Victorian* derived from existing structures in several areas of the Theme District in Jenks. *White picket fences, period street lighting, white siding, asphalt shingle roofs, and brick masonry wainscot will be the primary design elements. The aquarium will be a modified campus approach with the main form consisting of a primary structure which gives the appearance of several structures and detached structures which are connected by causeways/boardwalks and feature outdoor exhibits and other related elements.* The architectural concept will allow for the phased construction of aquarium components-the additions and enhancements.

#### *PRIMARY DESIGN ELEMENTS*

- *White picket fences,*
- *period street lighting,*
- *white siding,*
- *asphalt shingle roofs,*
- *brick masonry wainscot,*

#### *LAYOUT:*

- *Modified Campus*
- *Main form-primary structure appearing as:*
  - *several attached structures*
  - *detached structures*
- *Connectivity: causeways/boardwalks*
- *Features: outdoor exhibits and other related elements*

Per the Oklahoma Aquarium Plat, Deed of Dedication, the Jenks Aquarium Authority (JAA) shall provide in writing to the City of Jenks a release showing approval of a project located on the Aquarium Campus as summarized below:

1. (Site Plan) plot plan, which plot plan shows
  - landscape plan
  - location of building on campus
  - direction of front facing of such building
  - (Façade)
    - exterior color scheme
    - material thereof
2. (Appearance Review District)
  - Does the Site Plan conform to the Cape Cod Boardwalk Theme of the approved Specific Use Permit (SUP 43)? Y | N
  - If No, is the JAA willing to deviate from the plan and approve the façade as presented in the exhibits? Y | N
  - Does the façade meet the requirements of the RTC district? Y | N
3. (Building Plans) building plans and specifications,
4. (Engineering Plans) drainage and grading plans,

\_\_\_\_\_The JAA having seen the site plan exhibits provided as detailed above, by the entertainment entity High Five, do approve in writing as the Oklahoma Aquarium Campus Architectural Control Committee which is composed of the members of the Jenks Aquarium Authority (JAA), a Public Trust of the City of Jenks.

\_\_\_\_\_ The City and the JAA acknowledge, when approved in 2007, *The Oklahoma Aquarium Campus* plat was located within the Riverfront and/or Boardwalk Appearance Review District of the City of Jenks. The district no longer exists, however the architectural design is dictated in the approved Specific Use Permit (SUP 43) which requires review and approval by the Jenks Aquarium Authority who shall fulfill the purpose of the appearance review process as set forth in ~~Section 4-13-1 thru 4-13-3 inclusive of the Jenks City Code~~ SUP 43. The City of Jenks shall maintain the right to enforce the decision of Architectural Control Committee, also known as the Jenks Aquarium Authority, as established by the appearance review criteria of the Jenks City Code.

\_\_\_\_\_ Per Section III of the Deed of Dedication, the City of Jenks does request a formal committee known as the “Architectural Control Committee” be established by the JAA for review and release of projects located on the Oklahoma Aquarium Campus.

\_\_\_\_\_ The ACC has reviewed the request and does agree to the application as submitted. Y | N

\_\_\_\_\_ The ACC has reviewed the request and agrees to the application with the following modifications.

\_\_\_\_\_ The ACC has reviewed the request and has denied the application stating the reasons for denial.

Signed by the following Parties:

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
City Planner

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
JAA/ACC REPRESENTATIVE

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
OAF PRESIDENT

Support Information:

SECTION III – ARCHITECTURAL CONTROL COMMITTEE

- A. The owner/developer shall cause to be formed an Architectural Control Committee for the purpose of reviewing development plans in accordance with the guidelines as established in Section III Subsection (D) of the Deed of Dedication of the “Oklahoma Aquarium Campus” subdivision plat.
  
- A. No building, fence, wall, placement of exterior lighting, signs, or any proposed construction requiring the issuance of a building permit shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications, drainage and grading plans, exterior color scheme and material thereof, and plot plan, which plot plan shows a landscape plan and the location and facing of such building have been approved in writing by the Oklahoma Aquarium Campus Architectural Control Committee to be composed of the members of the Jenks Aquarium Authority (JAA), a Public Trust of the City of Jenks.
  
- B. The Oklahoma Aquarium Campus is located within the Riverfront and/or Boardwalk Appearance Review District of the City of Jenks. Review and approval by the *Jenks Aquarium Authority shall fulfill the purpose of the appearance review process as set forth in Section 4-13-1 thru 4-13-3 inclusive of the Jenks City Code*. The City of Jenks shall maintain the right to enforce the decision of Architectural Control Committee, also known as the Jenks Aquarium Authority, as established by the appearance review criteria of the Jenks City Code.
  
- C. The Architectural Control Committee’s purpose is to promote good design and compatibility within the subdivision and to enforce the Riverfront/Boardwalk Appearance Review District of the City of Jenks within the boundaries of the “Oklahoma Aquarium Campus” subdivision plat. The following guidelines and criteria are hereby established and in force for the “Oklahoma Aquarium Campus” subdivision plat and shall be taken into consideration during the review by the Architectural Committee (JAA).

## SECTION IV. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

### A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owner/developer, its successors and assigns. Within the provisions of Section I. Streets, Easements, and Utilities, and Section II. Development Standards, are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I and II, whether or not specifically therein so stated, shall inure to the benefit of and shall be enforceable by the City of Jenks, Oklahoma. The Covenants contained in Section III, Architectural Control Committee, shall inure to the benefit of the owners and tenants of the lots within the subdivision, the Jenks Aquarium Authority, and the City of Jenks. If the undersigned owner/developer, or its successors or assigns or owners of any lot within Oklahoma Aquarium Campus shall violate any of the covenants herein, it shall be lawful for the City of Jenks, Jenks Aquarium Authority, any owner or tenant of a lot to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any Judicial action brought by the Jenks Aquarium Authority, or an owner or tenant of a lot which action seeks to enforce the covenants or restriction set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs and expenses incurred in such action.

### B. Duration

These Restriction, to the extent permitted by applicable law, shall be perpetual and shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of the Deed of Dedication after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereafter provided.

C. Amendment

The covenants contained within Section I. Streets, Easements, and Utilities and Section II. Development Standards may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or terminations is to be applicable and approved by the Jenks Planning Commission, or its successors with the approval of the City of Jenks, Oklahoma. The covenants within Section III. Architectural Control Committee may be amended or terminated at any time with 75 percent agreement of all ownership in Oklahoma Aquarium Campus and approved by the Jenks Aquarium Authority, the Jenks Planning Commission, and approval of the City Council of the City of Jenks, Oklahoma.



To	Chair, Dr. Scott West and Planning Commission
Hearing Date	August 07, 2025
Case	Row 25-02 Slate Creek
Request	Public input regarding the potential use(s) of two platted public Right of Ways
Location	West and north of 301 E 119 St. S
Applicant	City of Jenks

Report	Preparer   Marcaé Hilton
--------	--------------------------

Attachments	Preparer
<input type="checkbox"/> Right of Way process document and public notice.	Marcaé Hilton

## Background Information

**STAFF COMMENTARY** | The City of Jenks has been in conversations with several different citizens regarding the use of specific public “Right of Way” often referred to as a *paper street*. The question has come up as to the future use of this undeveloped street. Would the public prefer a public trail? Would the public prefer private ownership? Would the public prefer to do nothing? Does the public have other ideas?

If the preference is to vacate the ROW, a formal hearing will take place in the future and TAC (Technical Advisory Committee) will be notified via email, fulfilling the 30-day statutory requirements.

## PLANNING DATA

**Public Comment** Several citizens have reached out to comment and ask questions. | This is not a formal public hearing, this is an informational hearing in which the City of Jenks has asked the Planning Commission to allow for public comment and make a recommendation.

**Southern parcel** RE, Residential Single-Family (Ordinance 1207)  
Subdivision *SLATE CREEK*

**General Location** West of 301 E 119<sup>TH</sup> ST S

**Northern parcel** AG, Agriculture  
Subdivision *OAKWOOD ESTATES REVISED*

**General Location** West of 216 E 118<sup>th</sup> ST S

**Triangle Parcel** 60961833157030

Owner CITY OF JENKS | Dedicated by plat “Slate Creek” for open space.

Zoning RE, Residential Single-Family (Ordinance 1207)

Subdivision SLATE CREEK

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**Staff Evaluation & Recommendation**

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**EVALUATION** | Staff does not usually recommend closure and ultimate vacation of platted Right of Way. Ultimately, if a decision is made to vacate the street, staff will not oppose the vacation at District Court.

- **Slate Creek HOA considerations:**

- There is a small curved triangular piece of property in the middle along the western ROW that is owned by the City of Jenks and platted as open space “Reserve F” for use by the public.
  - Closing and vacating this ROW would eliminate legal access to “Reserve F” platted within Slate Creek plat.
  - It is not legal to prevent access to a lot of record. Consideration of access is required in the decision-making process.
- The Slate Creek HOA has two encroachment active agreements.
  - Fence: One Encroachment agreement allows for a fence along the western property line.
  - Monument Sign: Encroachment agreement allows for a monument sign in the platted ROW.

**RECOMMENDATION** | Staff does not have a recommendation regarding the future of this paper street.

Staff does have the following comments:

1. *Sale: If PC recommends the ultimate sale of the property leading to the Closure and Vacation of the Right of Way the burden of the costs would be on the person purchasing the property. See [Sec. 7-2-6. - Sales; Council to Declare Surplus or Obsolete; Competitive Bidding.](#)*

*(A) All City personal property with an estimated value exceeding \$1,000.00 which are no longer needed for a public purpose or have become obsolete and unusable shall be declared surplus by Council prior to being sold. The City Manager may sell the surplus property by a competitive process to the highest secure bidder, after due notice inviting bids, or may employ a public auction. Auctions may be conducted online, in-person, or both at the same time.*

*(B) All real property with an estimated value exceeding \$1,000.00 which is no longer needed for a public purpose must be declared surplus by Council prior to being sold. Real property that has been declared surplus by Council may be disposed of by one of the following methods:*

*(1) By public auction or competitive sealed bid pursuant to the procedures set forth in subsection (A) of this section;*

*(2) Where real property is needed to encourage economic development or is being offered for redevelopment purposes, City may seek proposals via a request for proposal and sell property to proposer whose proposal is in the best interest of City with price and other factors considered;*

(3) Property may be sold to an adjoining property owner at fair market value where:

(a) the surplus real property is a remnant or not of standard size or shape of surrounding privately owned properties or is otherwise not independently developable/marketable, or

(b) sale other than to adjacent landowner would create an undue hardship to the adjacent landowner.

(c) Fair market value shall be determined by a mutually agreed upon licensed real estate appraiser with the cost of the appraisal being paid by the prospective Buyer;

2. Reimbursement of the survey and appraisal, if needed, should be required as part of the purchase price.

3. Trail: if PC recommends the Right of Way be made into a formal trail for public use:

a. Additional discussions would be recommended:

i. The building and maintenance of the trail for public use.

ii. Screening along the property lines.



Figure 1: Zoning Map and arrows identifying the 3 parcels in question.



Figure 2: Aerial View



Figure 3: Aerial View Zoomed In

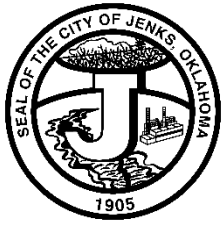
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**Sec. 7-2-6. Sales; Council to Declare Surplus or Obsolete; Competitive Bidding.**

- (A) All City personal property with an estimated value exceeding \$1,000.00 which are no longer needed for a public purpose or have become obsolete and unusable shall be declared surplus by Council prior to being sold. The City Manager may sell the surplus property by a competitive process to the highest secure bidder, after due notice inviting bids, or may employ a public auction. Auctions may be conducted online, in-person, or both at the same time.
- (B) All real property with an estimated value exceeding \$1,000.00 which is no longer needed for a public purpose must be declared surplus by Council prior to being sold. Real property that has been declared surplus by Council may be disposed of by one of the following methods:
- (1) By public auction or competitive sealed bid pursuant to the procedures set forth in subsection (A) of this section;
  - (2) Where real property is needed to encourage economic development or is being offered for redevelopment purposes, City may seek proposals via a request for proposal and sell property to proposer whose proposal is in the best interest of City with price and other factors considered;
  - (3) Property may be sold to an adjoining property owner at fair market value where: (a) the surplus real property is a remnant or not of standard size or shape of surrounding privately owned properties or is otherwise not independently developable/marketable, or (b) sale other than to adjacent landowner would create an undue hardship to the adjacent landowner. Fair market value shall be determined by a mutually agreed upon licensed real estate appraiser with the cost of the appraisal being paid by the prospective Buyer;
  - (4) Directly to another public agency to be used for public purpose beneficial to the City; value to be negotiated and benefits to City should be at least equivalent to fair market value as determined by a licensed real estate appraiser;
  - (5) The real property may be listed for sale (may utilize exclusive or nonexclusive listing agreement) for at least 21 days;
  - (6) If all applicable methods above methods fail, City Manager may negotiate a sale subject to approval by Council if required.

For surplus real property with an estimated fair market value in an amount exceeding the City Manager's contracting authority as set forth in section 7-2-3, Council must approve the disposition and manner of disposition. For surplus real property with an estimated fair market value below \$25,000.00, the City Manager may approve the disposition and manner of disposition. Where specific statutory provisions in the Oklahoma Statutes provide a procedure governing the disposition of real property, those procedures shall apply unless modified by this section. The City Manager may develop additional policies and procedures relating to real property disposition that do not conflict with this Code or state law.

(Ord. No. 1271, 5-17-2010; Ord. No. 1468, 10-1-2018)



## 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:** Public Hearing – Discuss Potential Closure of ROW

**Request:** Public Hearing

Notice of a Public Hearing by the City of Jenks to discuss the possible closing of a Right-of-Way.

**Legal Description:** Platted ROW on the *Oakwood Estates Revised* Plat (listed as S. Utica Place) and the Platted ROW on the *Slate Creek* Plat just east of Reserve F.

**General Location:** West of 301 E 119 ST S

**Hearing Date:** 07 August 2025 at 6 p.m.

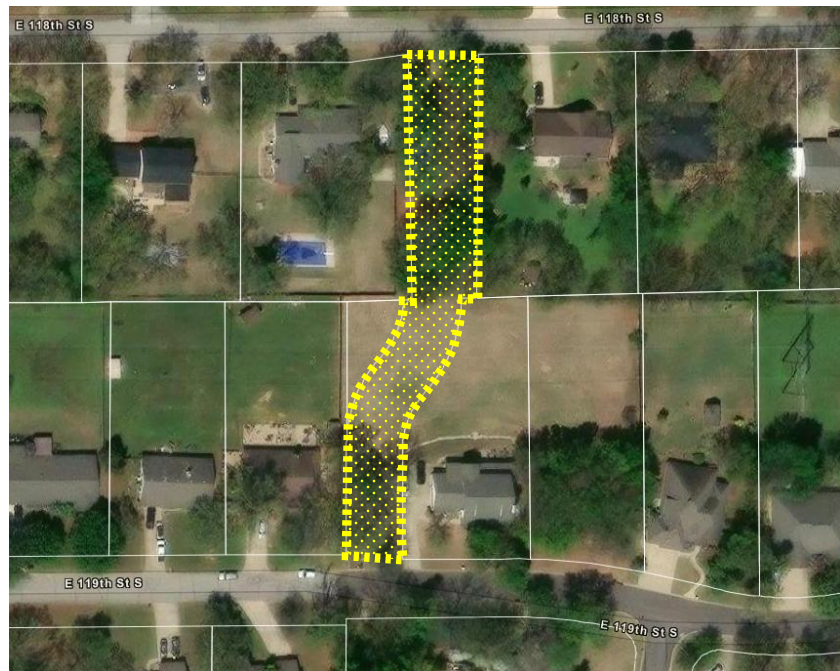
**Location:** Jenks City Hall, 211 N Elm St, Jenks, OK 74037

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 16 July 2025.

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Marcae Hilton, Secretary  
Jenks Planning Commission



**Oklahoma Statutes Citationized**

 **Title 11. Cities and Towns**

 **Chapter 1 - Oklahoma Municipal Code**

 **Article Article XLII - Vacating Plats and Public Ways**

 **Section 42-110 - Power to Close Public Ways or Easements by Ordinance - Reopening - Rights of Utilities**

Cite as: O.S. §, \_\_ \_\_

A. The municipal governing body by ordinance may close to the public use any public way or **easement** within the municipality whenever deemed necessary or expedient. The procedure for closing a public way or **easement** shall be established by ordinance or resolution adopted by the municipality.

B. The municipality shall give written notice of any proposed closing of a public way or **easement** to any holder of a franchise or others determined by the governing body to have a special right or privilege granted by ordinance or legislative enactment to use the public way or **easement** at least thirty (30) days prior to passage of any ordinance providing for closing of a public way or **easement**.

C. The municipality shall retain the absolute right to reopen the public way or **easement** without expense to the municipality. The public way or **easement** may be reopened by ordinance whenever:

1. The municipal governing body deems it necessary; or
2. An application of the property owners owning more than one-half in area of the property abutting on the public way or **easement** previously closed is filed with the governing body.

D. Closing of the public way or **easement** shall not affect the right to maintain, repair, reconstruct, operate or remove utility, public service corporation, or transmission company facilities of service therein, nor shall a closing affect private ways existing by operation of law unless released in writing executed by the owners thereof.

 **Oklahoma Statutes Citationized**

 **Title 11. Cities and Towns**

 **Chapter 1 - Oklahoma Municipal Code**

 **Article Article XLII - Vacating Plats and Public Ways**

 **Section 42-111 - Court Action by Owners to Foreclose or Reopen Public Way - Petition**

Cite as: O.S. §, \_\_ \_\_

Any owner of any real estate to which any public way or easement, or any part thereof, has heretofore reverted or may hereafter revert by closing, within the corporate limits of any municipality, may commence an action in the district court in the county in which the real estate is situated, upon filing a verified petition. The petition shall show the passage of an ordinance closing the public way or easement and ask for the foreclosure of the absolute right to reopen the public way or easement or ask for the reopening of the public way or easement. Attached to the verified petition shall be the certificate of a bonded abstractor listing the names and mailing addresses of all persons required to be notified as set forth in Section 11-[42-112](#) of this title.

**Historical Data**

Laws 1977, HB 1100, c. 256, § 42-111, eff. July 1, 1978.

**Citationizer® Summary of Documents Citing This Document**

**Cite Name Level**

None Found.

**Citationizer: Table of Authority**

Cite Name	Level
<b>Title 11. Cities and Towns</b>	
Cite	Name Level
<a href="#">11 O.S. 42-112.</a>	<a href="#">Notice of Court Action by Owners to Foreclose or Reopen</a> <b>Cited</b>

## Oklahoma Statutes Citationized

### Title 11. Cities and Towns

#### Chapter 1 - Oklahoma Municipal Code

#### Article Article XLII - Vacating Plats and Public Ways

#### Section 42-101 - Definitions

Cite as: O.S. §, \_\_\_ \_\_

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In Sections 11-42-101 through 11-~~42-115~~ of this title, the following terms shall have the meanings respectively provided for them in this section, unless the context otherwise requires:

1. "Close" means a legislative act of the governing body of a municipality discontinuing the public use of a public way or easement without affecting title to real property;
2. "Vacate" means the termination, by written instrument, as provided in Section 11-~~42-106~~ of this title, or judicial act of the district court, of private and/or public rights in a public way, easement or plat and vesting title in real estate in private ownership;
3. "Public way" means a street, avenue, boulevard, alley, lane or thoroughfare open for public use; and
4. "Easement" means rights in real property as set forth in Section 49 of Title 60 of the Oklahoma Statutes.

#### ***Historical Data***

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Laws 1977, HB 1100, c. 256, § 41-101, eff. July 1, 1978.

**Oklahoma Statutes Citationized**

**Title 11. Cities and Towns**

**Chapter 1 - Oklahoma Municipal Code**

**Article Article XLII - Vacating Plats and Public Ways**

**Section 42-102 - Application by Owner for Vacation of Platted Tract, Street, Alley, Easement or Public Way - Power of District Court**

Cite as: O.S. §, \_\_ \_\_

A. If the owner of any tract of land platted for municipal purposes, or the owner of any portion of such platted tract, desires to vacate the whole or some part thereof, or desires to vacate a platted street, alley, easement or portion thereof, the owner shall file a verified application setting forth his current address and briefly stating the reason for vacating, in the district court in the county where the land is located.

B. Notwithstanding provisions in subsection A of this section, if the owner of any tract of land platted for municipal purposes for a public way desires to vacate some part thereof and the portion thus vacated would not obstruct the use of the balance of the tract as a street, avenue, alley, lane or thoroughfare open for public use, and which tract after vacation would remain bounded on all sides by land platted for municipal purposes, the owner may file a verified application in the district court in the county where the property is located. The district court is authorized, upon application by such owner and upon showing that previous use of the tract as a street would remain unobstructed, to alter or vacate the platted tract or any part thereof.

C. In cases where a portion of a tract is vacated but remains bounded on all sides by public ways and public grounds, title to the portion vacated shall pass to the municipality or public entity created by the municipality for the purpose of managing, developing, maintaining or leasing, for any lawful purpose, public or private, the tract so vacated. The title to said tract shall remain with the municipality or other public entity until such time as any adjacent tract comprising the public way or street is subsequently vacated and no longer used for a public purpose.

**Historical Data**

Laws 1977, HB 1100, c. 256, § 42-102, eff. July 1, 1978; Amended by Laws 1979, HB 1298, c. 236, § 1; Amended by Laws 1990, HB 1411, c. 194, § 1, emerg. eff. May 10, 1990.

**Citationizer® Summary of Documents Citing This Document**

Cite Name	Level
<b>Oklahoma Court of Civil Appeals Cases</b>	
Cite	Name
<a href="#">1984 OK CIV APP 45, 689 P.2d 1286,</a>	<a href="#">Red Rock Petroleum Co., Inc. v. City of Choctaw</a>
	Level
	<b>Cited</b>

**Citationizer: Table of Authority**

Cite	Name	Level
None Found.		

## Oklahoma Statutes Citationized

### Title 11. Cities and Towns

#### Chapter 1 - Oklahoma Municipal Code

#### Article Article XLII - Vacating Plats and Public Ways

#### Section 42-103 - Notice of Application for Vacation - Hearing - Date - Notice of Hearing -

#### **Right to Resist.**

Cite as: O.S. §, \_\_\_ \_\_

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A. In addition to any other requirements for notice provided by this section, notice of hearing shall be given to the public by one publication in some newspaper of general circulation in the municipality where the land is located. If there is no newspaper published in such municipality where the land is located, the publication may be in some newspaper of general circulation in the county where the land is located. Such notice shall be published at least thirty (30) days prior to the time when the application has been set for hearing by the court.

B. The court shall set a date for hearing on an application for vacation, not less than thirty-five (35) days nor more than sixty (60) days after the filing of the application. Notice of the hearing, with a copy of the application attached thereto, shall be served at least thirty (30) days prior to the date set for said hearing in the same manner as is provided for service of process in civil actions on:

1. The governing body of the municipality if the tract, street, alley, easement or portion thereof is inside the municipal limits;
2. The board of county commissioners; and
3. Any holder of a franchise and others having a special right or privilege granted by ordinance or legislative enactment to use the platted tract or portion thereof or street, alley, easement or portion thereof sought to be vacated.

C. Notice of the hearing shall be mailed by first class mail at least thirty (30) days prior to the date set for said hearing to:

1. All owners of land, as shown by the current year's tax rolls in the office of the county treasurer, within three hundred (300) feet of the tract, street, alley, easement or portion thereof sought to be vacated; and
2. All persons, firms or corporations, not otherwise required to be notified, that are known by the applicant to claim an interest or right in the tract, street, alley, easement or portion thereof sought to be vacated.

Attached to any application shall be the certificate of a bonded abstractor listing the names and mailing addresses, as reflected by the current year's tax rolls in the office of the county treasurer, of all persons required to be notified herein.

D. The municipality, county, and any holder of a franchise or other special right or privilege, or any owner of any land required by this section to be notified, may appear and oppose and resist the application if such party has filed, at least five (5) days prior to the date set for said hearing, a verified answer showing the grounds therefor. A copy of the answer shall be mailed to the applicant or applicants the date the answer is filed.

**EASEMENT CLOSURES, VACATIONS, AND ENCROACHMENTS ARE PROCESSED THROUGH THE CITY. IT IS NOT A BOARD OF ADJUSTMENT ACTION.**

**NONREFUNDABLE:** A nonrefundable filing fee in such amount as established by resolution in the current approved Manual of Fees of the City Council shall accompany each application to vacate a public way or easement

**CLOSURE:**

- (Step 1) Closure Process
  - Complete City form
    - Submit Survey | Hire Engineer or surveyor
  - Pay Fee: NONREFUNDABLE FEE (fee schedule subject to change)
    - \$750.00 +
    - \$110.00 Public Notice +
    - \$40.00 Ordinance Fee +
    - \$250.00 Processing Fee
- (Step 2) Staff places application on City Council Agenda
  - Council & Staff must agree to the vacation

**VACATION: The City cannot vacate an easement; this requires legal action at District Court at the cost of the applicant**

- (Step 1) Vacation Process
  - Complete City form
  - Same initial process as a CLOSURE (See Closure)
  - Council must agree to the vacation
  - NONREFUNDABLE BASE FEE (fee schedule subject to change)
- (Step 2) District Court Action
  - Must have approval of City Council
  - Usually requires attorney action
  - City has no additional fees for District Court Action.

**ENCROACHMENT:**

- (Step 1) Encroachment Agreement Process
  - Complete City form
  - Same initial process as a CLOSURE
  - NONREFUNDABLE BASE FEE
  - ENCROACHMENT AGREEMENTS are a private agreement with Public Works and the other utility companies

**DEFINITIONS:**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**CLOSE:** A legislative act of the City Council discontinuing the public use of a public way or easement without affecting title to such real property.

**EASEMENT:** Rights in real property as established by the laws of the state.

**PUBLIC WAY:** A street, avenue, boulevard, alley, lane or thoroughfare established and/or open for public use.

**ORDINANCE INFORMATION SUMMARY:**

1. The City can close an easement.
2. Closure allows it to be reopened if necessary in the future.
3. CODE REQUIREMENT
  - a. If the applicant closes a **public way** there is a requirement of a 300 ft. radius notice
    - i. **PUBLIC WAY:** street, avenue, boulevard, alley, lane or thoroughfare established and/or open for public use
  - b. 30 Day Notice Period
  - c. City Council Action/Decision
  - d. CLOSURE
    - i. First Step to Easement Vacation
    - ii. First Step to Encroachment Agreement

**APPLICATION FOR CLOSING:**

All applications for closing easements or public ways located within the corporate limits of the City shall be filed with the City and the applicant shall furnish information meeting the following minimum requirements:

A. Plan: A plot plan or other representative sketch or drawing (depicting distances and points of the compass) showing the location and area of public way or easement.

B. Legal Description: The legal description of the public way or easement to be closed.

C. Purpose: If an easement is being closed, the purpose for which the easement was originally given.

D. Name, Plat Number: If the easement or public way was established by statutory dedication pursuant to a recorded subdivision plat, the name of the subdivision and plat number shall be furnished.

E. Open For Public Use; Information Required:

- If the application seeks to close a public way,
  - the applicant shall state whether or not such public way has ever been open for public use within the five (5) year period immediately preceding the date of the filing of such application;
  - if such public way has been open for public use within such period of time,
    - the applicant shall furnish a list certified by the certificate of a bonded abstractor containing the names and addresses of all owners of record,
    - as shown by the current year's tax rolls in the office of the county treasurer,
    - of property abutting the public way and such other owners of record whose property is within three hundred feet (300') in any direction from the public way sought to be closed.

F. Form Of Application: All applications shall be made upon forms furnished by the City and shall contain such additional information as may be determined by the City to be necessary for evaluating the application.

**PROCESSING APPLICATIONS:**

**A. Notice: The City**

- shall give written notice of the pending application (as applicable to such application, within the City): (30 day process)
- water departments
- sewer departments
- all companies whose franchises within the City entitle them to the use of public ways and/or easements
- Notice shall require that all comments on the application shall be made in writing to the City within thirty (30) days from the date of the written notice.

**B. Recommendation:** Within a reasonable period of time after the expiration of the thirty (30) day notice period, the City shall recommend to the City Council what action should be taken upon the application.

**C. City Council Decision:** Upon receipt of the report and recommendation of the City to

- The City Council may, without giving further notice to any third party...any application seeking to vacate an easement or close a public way which has not been open for public use for more than the five (5) year period immediately preceding the date of the filing of such application:
  - approve either in whole or in part
  - deny either in whole or in part
- The City Council shall set a date for public hearing...any application seeking to vacate an easement or close a public way which has been open for public use thereon
  - direct the City clerk to give notice by certified mail to all property owners shown on the list furnished by the applicant.
  - Such notice shall be given at least ten (10) calendar days prior to the scheduled public hearing.
    - It shall identify the nature of the pending preceding, and direct that any person having an objection to the pending application must appear at the public hearing to advise the City Council of the nature of such objection.
    - On the day of the scheduled public hearing
      - the City Council shall inquire into the merits of the application and upon determination of all parties, the proposed closing.
      - shall approve either in whole or in part,
      - or deny, either in whole or in part,

**D. Ordinance Preparation:** Upon approval of any application, the City attorney shall be directed to prepare a proper ordinance closing the public way or easement; upon its adoption, the City clerk shall determine the cost for publishing such ordinance and, upon payment of such sum to the City by the applicant, the City clerk shall have the ordinance published.

**RETENTION OF RIGHTS:**

The City shall retain the absolute right to reopen a closed public way or easement without expense to the City. The closing of any public way or easement shall not affect the right to maintain, repair, reconstruct, operate or remove utility, public service corporation or transmission company facilities existing therein, nor shall such closing affect private ways existing by operation of law.

**FEES:**

A nonrefundable fee in such amount as established by resolution of the City Council shall accompany each application to vacate a public way or easement. In addition to such filing fee, if the application seeks to close a public way which has been open to public use within the five (5) year period preceding the date of application, the applicant at time of filing shall pay an additional mailing and processing fee in such amount as established by resolution of the City Council for each property owner who is entitled to receive notice of the proceeding, if the application is withdrawn prior to the mailing of notices, such fee shall be refunded to the applicant.

**PENALTY:**

Except as stated otherwise, violations of this chapter are punishable.

**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 \$20.00 per acre received and to be applied to 1997 taxes.

This certificate is NOT to be construed as payment of 1997 taxes in full but is given in order that this plat may be filled of record.

1997 taxes could exceed the amount of the security deposit.

Dated Dec 12 19 97

Dennis Semler  
 Tulsa County Treasurer  
 by *[Signature]*  
 Deputy

**FINAL PLAT**

**CERTIFICATE OF APPROVAL**

I hereby certify that this plat was approved by the Jenks City Council on 3-4-98

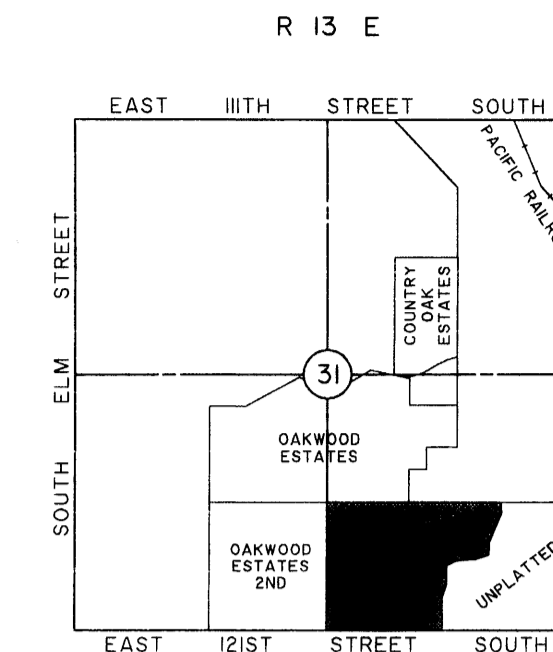
*[Signature]*  
 Mayor - VICE MAYOR

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

*[Signature]*  
 CITY MANAGER

**SLATE CREEK**

AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA,  
 A SUBDIVISION OF PART OF THE S/2 OF THE SE/4 OF SECTION 31, TOWNSHIP  
 18 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA.



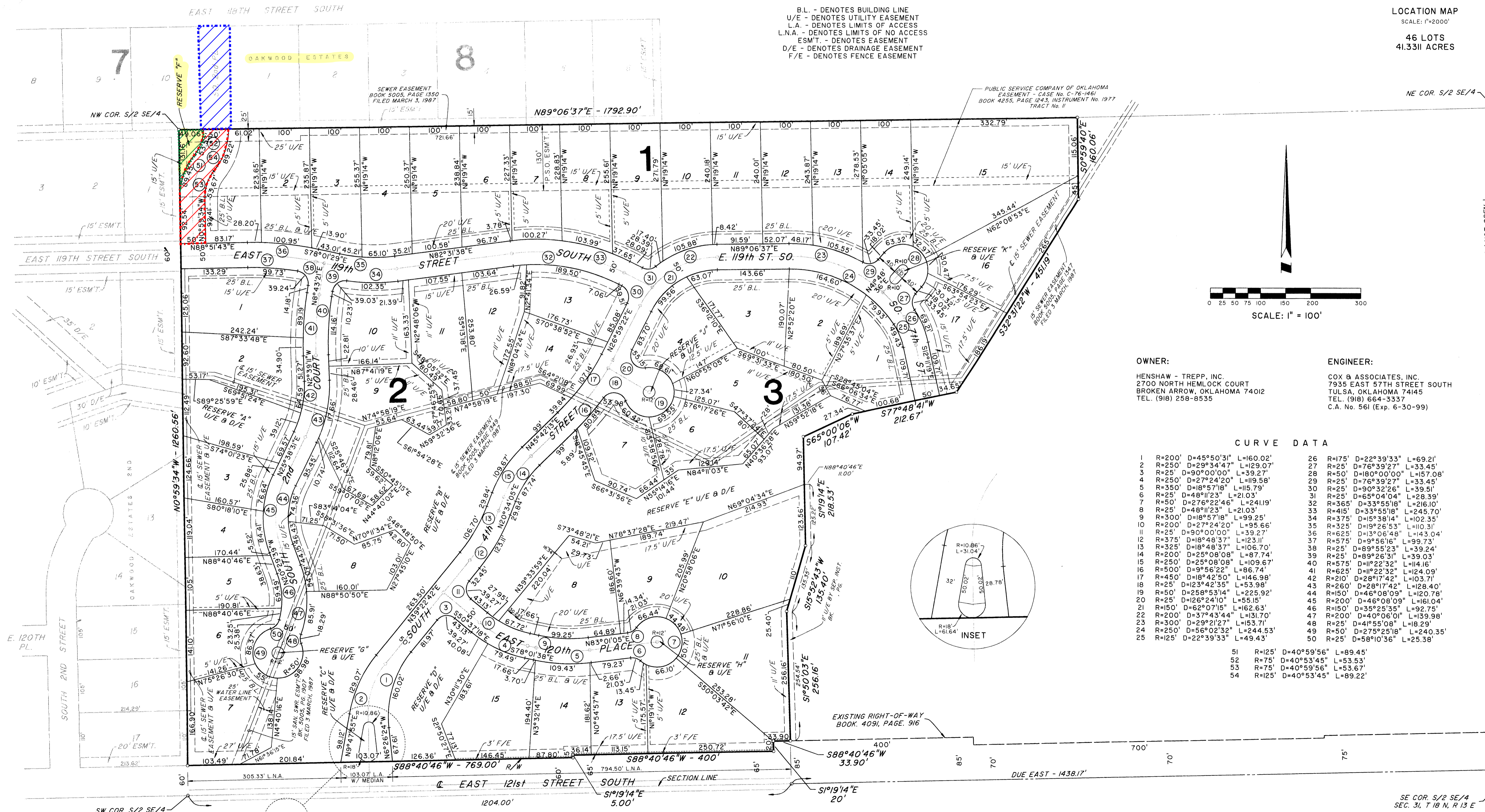
LOCATION MAP

SCALE: 1"=2000'

46 LOTS  
 41.3311 ACRES

**LEGEND**

- BL - DENOTES BUILDING LINE
- U/E - DENOTES UTILITY EASEMENT
- L/A - DENOTES LIMITS OF ACCESS
- L.N.A. - DENOTES LIMITS OF NO ACCESS
- ESMT. - DENOTES EASEMENT
- D/E - DENOTES DRAINAGE EASEMENT
- F/E - DENOTES FENCE EASEMENT



OWNER:  
 HENSHAW - TREPP, INC.  
 2700 NORTH HEMLOCK COURT  
 BROKEN ARROW, OKLAHOMA 74012  
 TEL. (918) 258-8535

ENGINEER:  
 COX & ASSOCIATES, INC.  
 7935 EAST 57TH STREET SOUTH  
 TULSA, OKLAHOMA 74145  
 TEL. (918) 664-3337  
 C.A. No. 561 (Exp. 6-30-99)

**CURVE DATA**

1	R=200'	D=45°50'31"	L=160.02'
2	R=250'	D=29°34'47"	L=129.07'
3	R=25'	D=90°00'00"	L=39.27'
4	R=250'	D=27°24'20"	L=119.58'
5	R=350'	D=18°57'18"	L=115.79'
6	R=25'	D=48°11'23"	L=21.03'
7	R=50'	D=27°22'46"	L=24.119'
8	R=25'	D=48°11'23"	L=21.03'
9	R=300'	D=18°57'18"	L=115.79'
10	R=200'	D=27°24'20"	L=119.58'
11	R=25'	D=90°00'00"	L=39.27'
12	R=375'	D=18°48'37"	L=123.11'
13	R=325'	D=18°48'37"	L=106.70'
14	R=200'	D=25°08'08"	L=87.74'
15	R=250'	D=25°08'08"	L=109.67'
16	R=500'	D=9°56'22"	L=86.74'
17	R=450'	D=18°42'50"	L=146.98'
18	R=25'	D=12°34'23"	L=53.98'
19	R=50'	D=25°53'14"	L=225.92'
20	R=25'	D=12°24'10"	L=55.15'
21	R=150'	D=62°07'15"	L=162.63'
22	R=200'	D=37°43'44"	L=131.70'
23	R=500'	D=29°21'27"	L=153.71'
24	R=250'	D=56°02'32"	L=244.53'
25	R=125'	D=22°39'33"	L=49.43'
26	R=175'	D=22°39'33"	L=69.21'
27	R=25'	D=76°39'27"	L=33.45'
28	R=50'	D=180°00'00"	L=157.08'
29	R=25'	D=76°39'27"	L=33.45'
30	R=25'	D=90°32'26"	L=39.51'
31	R=25'	D=65°04'04"	L=28.39'
32	R=365'	D=33°55'18"	L=216.10'
33	R=415'	D=33°55'18"	L=245.70'
34	R=375'	D=15°38'14"	L=102.35'
35	R=325'	D=19°26'53"	L=110.31'
36	R=625'	D=13°06'48"	L=143.04'
37	R=575'	D=9°56'16"	L=99.73'
38	R=25'	D=89°55'23"	L=39.24'
39	R=25'	D=89°26'53"	L=39.03'
40	R=575'	D=11°22'32"	L=114.16'
41	R=625'	D=11°22'32"	L=124.09'
42	R=210'	D=28°17'42"	L=103.71'
43	R=260'	D=28°17'42"	L=128.40'
44	R=150'	D=46°08'09"	L=120.78'
45	R=200'	D=46°08'09"	L=161.04'
46	R=150'	D=35°25'35"	L=92.75'
47	R=200'	D=40°06'01"	L=139.98'
48	R=25'	D=41°55'08"	L=18.29'
49	R=50'	D=27°52'51"	L=240.35'
50	R=25'	D=58°10'36"	L=25.38'
51	R=125'	D=40°59'56"	L=89.45'
52	R=75'	D=40°59'56"	L=53.53'
53	R=75'	D=40°59'56"	L=53.53'
54	R=125'	D=40°53'45"	L=89.22'

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT HENSHAW-TREPP, INC., an Oklahoma corporation, hereinafter referred to as the "Owner", is the Owner of the following described land situated in the City of Jenks, Tulsa County, State of Oklahoma, to-wit:

A tract of land lying in the S/2 SE/4 Section 31, Township 18 North, Range 13 East of the Indian Base and Meridian according to the U.S. Government Survey thereof in the City of Jenks, Tulsa County, State of Oklahoma, more particularly described as follows:

Beginning at a point on the West line of said S/2 SE/4, said point lying 60.00 feet North of the Southwest corner thereof; thence N0°59'34"W along the said West line a distance of 1260.56 feet to the Northwest corner of said S/2 SE/4; thence N89°06'37"E along the North line thereof a distance of 1792.90 feet to a point; thence S0°59'40"E a distance of 160.06 feet to a point; thence S32°31'22"W a distance of 451.19 feet to a point; thence S77°48'41"W a distance of 212.67 feet to a point; thence S65°00'06"W a distance of 107.42 feet to a point; thence S01°19'14"E a distance of 218.53 feet to a point; thence S15°52'43"W a distance of 135.40 feet to a point; thence S01°50'03"E a distance of 256.16 feet to a point lying 85 feet North of the South line of said S/2 SE/4; thence S88°40'46"W and parallel to said South line a distance of 33.90 feet to a point; thence S01°19'14"E a distance of 20.00 feet to a point; thence S88°40'46"W a distance of 400.00 feet to a point; thence S01°19'14"E a distance of 5.00 feet to a point; thence S88°40'46"W a distance of 769.00 feet to the point of Beginning, containing 41.3311 acres, more or less.

and has caused the same to be surveyed, staked and platted into blocks, lots and streets and has designated the same as SLATE CREEK, a subdivision in the City of Jenks, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements:

1. The undersigned OWNER does hereby dedicate for public use all of the streets as shown on the accompanying plat.

2. The undersigned OWNER does hereby dedicate for public use the easements and right-of-way shown on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, 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 and right-of-ways for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.

3. No building structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, shall be placed, erected, installed or permitted upon the easements or rights-of-way as shown.

4. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easement in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, communications or telephone service.

5. The foregoing covenants concerning streets and easements shall be enforceable by the City of Jenks, and the owner of each lot agrees to be bound hereby.

6. The Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the Subdivision adjacent to East 121st Street South within the bounds designated on the attached plat as "Limits of No Access", which "Limits of No Access" may be modified, amended, or released by the Jenks City Council, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

The foregoing covenant concerning Limits of No Access shall be enforceable by the City of Jenks, and the owner of each lot agrees to be bound hereby.

B. Underground Electric, Telephone and Cable Television Services:

1. Overhead lines for the supply of electric, telephone and cable services may be located along the North, West and South perimeters. Elsewhere throughout the Subdivision, all supply lines shall be located underground in the easement-ways reserved for general utility services and in the street rights-of-way shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement-ways. Street light poles or standards may be served by underground cable.

2. Underground service cables to all structures which may be located on all lots in the Subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each lot; PROVIDED, that upon the installation of such a service cable to a particular structure, the supplier of electric, telephone or cable television services shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement in the lot, covering a five (5) foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone or cable television services, through its proper agents and employees, shall at all times have right of access to all such easements shown on the plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, telephone or cable television facilities so installed by it.

4. The owner of each lot shall be responsible for the protection of the underground electric, telephone or cable television facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with the electric, telephone or cable television facilities, but the owner of a 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 concerning underground electric, telephone and cable television facilities shall be enforceable by the supplier of

electric, telephone and cable television services, and the owner of each lot agrees to be bound hereby.

C. Water and Sewer Services:

1. The Owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in the lot.

2. Within the depicted utility easement areas, the alteration of grade in excess of three (3) feet from the contours existing upon the completion of the installation of a public water or sewer main or any construction activity which may interfere with public water or sewer mains shall be prohibited.

3. The City of Jenks or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, or agents or contractors of the owner.

4. 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 the plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground water or sewer facilities.

5. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement areas situated upon such owner's lot; provided, however, the City of Jenks shall use reasonable care in the performance of such activities.

6. The foregoing covenants concerning water and sewer easements and services shall be enforceable by the City of Jenks and the owner of each lot agrees to be bound hereby.

For the purpose of providing an orderly development of the entire tract, and for the further purposes of providing adequate restrictive covenants for the mutual benefits of undersigned OWNER and its successors in title and the City of Jenks to the subdivision of said tract, hereinafter referred to as Lots, said Owner does hereby impose the following restrictions and reservations and creates the following easements to which it shall be incumbent upon its successors and assigns to adhere, to-wit:

PROTECTIVE COVENANTS AND RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until November 1, 2017, at which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, after November 1, 2017, the then owners of a majority of all the lots in said Addition may change or vacate these covenants, either in whole or in part, which change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all lots in said Addition and duly filed of record in the office of the County Clerk of Tulsa County, Oklahoma, not withstanding the above, these covenants may be amended by a vote of the owners of 85% of the lots in said Addition.

If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, persons or entity owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or secure damages or other dues for such violation.

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

A. All Lots in the Subdivision shall be single family residential lots.

B. No structure which exceeds two stories in height shall be placed, erected, altered or permitted to remain on any building lot, except by the specific permission of the Design Committee.

C. All single family residences must have a private garage for not less than two cars attached to the residence. Glass in overhead garage doors will not be permitted.

D. No dwelling shall have a roof pitch of less than 8" in 12", except by specific approval of the Design Committee. Other flat roof areas not to exceed 20% of the total roof area may be allowed with the specific approval of the Design Committee.

E. No building or parts thereof, except porches and terraces, without covers, shall be constructed on any lot, and no structure shall be placed on or side street lot lines than the Twenty-five (25) feet building lines established on the recorded plat of said Addition, or nearer than Five (5) feet to any side lot line, and having a total side yard of not less than Fifteen (15) feet. Minimum distance between buildings is to be Fifteen (15) feet. All garages, tool sheds, hobby rooms, etc., shall be made a part of the dwelling. Satellite Dishes larger than 24" shall be prohibited except as follows: (1) Approval of installation by the Design Committee, (2) Screening to be no less than maximum height of the receiving dish, unless otherwise approved in writing by the Design Committee and (3) Under no condition shall a satellite dish be located in the front yard or within Five (5) feet from any side or rear property line.

F. All houses, garages and buildings of any kind must have a roof covering of wood colored asphalt or fiberglass shingles with the weight of the shingle commonly known as Tamko Heritage II, and with a 25 year or more life rating, or other roof covering, must be approved in writing by the Design Committee.

G. No dwelling shall be erected on any lot, the ground floor of the main structure of which, exclusive of open porches and garages, is less than Two thousand Five hundred (2,500) square feet in area for a one-story dwelling, nor less than One thousand Six hundred (1,600) square feet on the ground floor of a one and one-half story dwelling or two story dwelling. Total footage in a one and one-half story dwelling or two story dwelling must total no less than Two thousand Five hundred (2,500) square feet.

H. The exterior walls of a single story dwelling shall be 100% masonry, exclusive of windows, doors and features allowed by the Design Committee. The exterior walls of a 1/2 or 2 story dwelling shall be 100% masonry exclusive of windows, doors and features as above, for walls facing a twenty five feet (25') building line, and to plate height on other walls.

I. Boats, trailers, campers, motor homes, inoperable vehicles or other recreational vehicles shall not be stored or parked on any lot for a period exceeding 48 hours if they are in view from the street or from adjacent property, except that a contractor may use a trailer as a construction office only during the time of construction.

J. No more than one structure shall be erected on any lot as now platted.

K. No noxious or offensive trade or activity shall be carried on in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood; no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. No exotic animals as defined in the Jenks City Ordinances will be allowed.

L. No modular or mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding erected on the lot shall at any time be used as a residence, temporarily or permanently.

M. No structure previously used or erected shall be moved onto any lot.

N. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the sight-triangle area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight lines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. On corner lots, no fence shall be extended beyond the twenty-five (25) foot building lines.

O. Before obtaining a building permit from the City of Jenks the following requirements and procedures must be followed: No building, fence, wall, swimming pool or any type structure shall be commenced, erected, or maintained nor shall any addition thereto or change or alteration thereon be made until plans and specifications, plot plan and grading plan therefore or information satisfactory to the Design Committee shall have been submitted to and approved in writing by the Committee. In passing on such plans, specifications, plot plans and grading plan, the Design Committee may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the site upon which it is proposed to erect the same and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Should plans be submitted and no action taken by the Committee within fourteen (14) days of the submission of said plans, then in such case said plans shall be deemed approved. The members of the Design Committee shall be three: N. D. Henshaw, James R. Riley and Blaine D. Henshaw or their duly authorized representatives. Any two members of the Design Committee may grant approval. In the event of death or resignation of any of the Committee, the remaining members shall have authority to designate a successor. The members of the Design Committee shall have the right to dissolve the Committee by a simple majority vote. In the event of such dissolution, Architectural and Design approval shall rest in the Board of Directors of Slate Creek Owners Association, Inc. if such organization is then in existence.

The Design 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 of responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations.

P. Retaining Walls may be constructed of No. 2 grade railroad ties, brick or stone, upon approval of the Design Committee.

Q. No fences will be allowed without a finished side exposed to the street or to other adjacent property. If a finished side is proposed for interior facing, the fence will require double facing.

No fence will be built nearer to the front or side street lot lines than the twenty-five (25') foot building lines established on the recorded plat of the Addition.

OWNERS ASSOCIATION

The Owner has formed Slate Creek Owners Association, Inc. (hereinafter referred to as the "Association"), a non-profit entity pursuant to the General Corporation Act of the State of Oklahoma for the purpose of owning and maintaining the common areas and reserve areas within the Subdivision, the entrance and borders, enhancing the value, desirability and attractiveness of the Subdivision.

The Association will determine what uses can be made of the common areas and reserve areas which are designated on the Plat and will determine by whom these areas can be used.

Membership: Every person or entity who is the owner of a lot in the Subdivision shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot in the Subdivision shall constitute acceptance of membership in the Association as of the date of recording the deed.

Covenant for Assessments: The Owner and each subsequent Owner of a lot in the Subdivision, by acceptance to a deed, is deemed to have accepted to covenant and agree to pay to the Association an annual assessment for the maintenance of common areas and Reserve Areas "A" through "E" and "G", "H", "J" and "K" inclusive within the Subdivision, the entrance and borders, enhancing the value, desirability and attractiveness of the Subdivision and for such other purposes as the Board of Directors of the Association shall, from time to time, determine.

An assessment not paid when due will constitute a lien on the lot so assessed. The lien of the assessments herein provided for will be subordinate to the lien of any first mortgage.

Certain Rights of the Association: Without limitation, such other powers and rights as the Association may have, the Association shall be deemed a beneficiary of the various covenants contained within this Deed of Dedication to the same extent as all other beneficiaries thereof, including each lot owner, the City of Jenks and the supplier of any utility or other service within the Subdivision, and shall have the right to enforce these covenants and agreements.

Voting Rights of Association: The Association shall have two classes of voting membership:

Class A: All owners with the exception of the Developer/Owner. Class A members shall be entitled to one vote per platted lot owned.

Class B: The Owner/Developer, Class B member shall be entitled to three votes per platted lot owned. Class B membership will cease and be converted to Class A membership:

1. When the total entitled votes of Class A member-

ship equal the total entitled votes of Class B membership, or

2. On December 31, 1999, whichever occurs first.

OWNSHIP MAINTENANCE & USE OF RESERVE AREAS

A. Ownership and Maintenance:

1. At such time as the Owner deems appropriate Reserve Areas shall be conveyed to the Owners Association to administer and maintain the reserves in accordance with this Certificate of Dedication. Each person or entity owning or hereafter acquiring any interest in any lot in the addition shall automatically become and remain during such owner's period of ownership a member of the association subject to its Bylaws, Rules and Regulations including, without limitation, those governing assessments for the ownership, maintenance and operating costs and expenses of the reserves and all improvements thereon.

2. Reserve Areas shall be operated and maintained by the Owner until such time as the owner conveys such property, in whole or in part, to the Owners Association. From and after the date of such conveyance, the Owners Association shall be responsible for the maintenance of such property and shall pay for all costs and expenses of such maintenance. Each lot in the addition shall be assessed its ratable share of such expenses and other expenses of the association, and the owner of each lot shall be obligated to pay such assessments. Upon the failure of a lot owner to pay such Owner's assessed portion of such expenses, the Owners Association shall be entitled to record and foreclose a lien against the lot of such defaulting owner for the amount of such unpaid assessments. The Owners Association shall have the right (which right is expressly reserved) to impose reasonable Rules and Regulations governing the use of Reserve Areas and the maintenance thereof.

3. Reserve "F" shall be conveyed to the City of Jenks for open-space uses and any other public improvements as approved by the Jenks City Council.

B. Reserve Areas:

1. The following development standards shall apply to Reserve Areas:

a. Subject to conditions set forth below, Reserves "A", "B", "D" and "E" shall be used and maintained as a natural open space reserve, Overland Drainageway and General Utility Easement. It is the expressed intent of the Owner that said Reserves remain as natural Stormwater Drainageways.

b. Reserves "C", "G", "H", "J" and "K" shall be used and maintained as landscaping, signage and open space reserves. The Owners Association shall have the obligation and the right to install and maintain landscaping, lighting and/or other improvements to enhance the area for the benefit of its Members.

c. In the event Reserves are not properly maintained the City of Jenks or its Contractors may enter upon said Reserves perform said maintenance and bill the Owners Association for same. Such cost of maintenance if not paid shall become a lien upon all lots in the addition, which may be foreclosed by the City of Jenks, Oklahoma or the City of Jenks or the Jenks Public Works Authority may add such billing to the Lot Owner's water bill, which method of collection is agreed by the Lot Owners.

d. Any improvement or construction in the Reserve areas will be subject to prior approval by the City Engineer of Jenks, Oklahoma.

WITNESS my hand this 8th day of December, 1997.

ATTEST: (S E A L) HENSHAW-TREPP, INC. an Oklahoma corporation

Blaine D. Henshaw, President

STATE OF OKLAHOMA ) SS COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of December, 1997, personally appeared BLAINE D. HENSHAW, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My Commission Expires: MAY 29, 2000 Notary Public

CERTIFICATE OF SURVEY

We, COX & ASSOCIATES, INC., of Tulsa, Oklahoma, hereby certify that we have, at the instance of the OWNER designated above, made the above described survey, and that the accompanying plat is a true and correct representative of said survey.

Signed and sealed this 8th day of December, 1997.

COX & ASSOCIATES, INC. Jack C. Cox, Reg. Land Surveyor #531

STATE OF OKLAHOMA ) SS COUNTY OF TULSA )

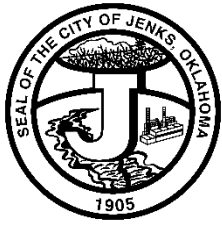
Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of December, 1997, personally appeared JACK C. COX, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Cox & Associates, Inc. for the uses and purposes therein set forth.

My Commission Expires: January 13, 1998 Notary Public

Public Open space uses, per CC.

3. Reserve "F" shall be conveyed to the City of Jenks for open-space uses and any other public improvements as approved by the Jenks City Council.

FINAL PLAT CERTIFICATE OF APPROVAL I hereby certify that this plat was approved by the Jenks City Council 3-4-96 Mike Tomko MAYOR - VICE MAYOR This approval is void if the above signature is not endorsed by the City Manager. CITY MANAGER



## 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:** Public Hearing – Discuss Potential Closure of ROW

**Request:** Public Hearing

Notice of a Public Hearing by the City of Jenks to discuss the possible closing of a Right-of-Way.

**Legal Description:** Platted ROW on the *Oakwood Estates Revised* Plat (listed as S. Utica Place) and the Platted ROW on the *Slate Creek* Plat just east of Reserve F.

**General Location:** West of 301 E 119 ST S

**Hearing Date:** 07 August 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 16 July 2025.

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Marcae Hilton, Secretary  
Jenks Planning Commission





Right-Of-Way Use and Encroachment Contract

THIS CONTRACT and AGREEMENT, made and entered into this 7th day of April, 2008, by and between Slate Creek Homeowners Association, hereinafter referred to as Owner (whether one or more) with mailing address at 402 E. 119<sup>th</sup> Street South, and the City of Jenks, Oklahoma, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Owner is the owner of the following described property, to-wit:  
All Common Ground located within the Slate Creek Subdivision

and has applied to the City of Jenks, Oklahoma, for a permit to erect a sign or other improvement; or has requested the City to allow to remain in place an existing sign or other improvement described as: Subdivision Entry Features, which sign or other improvement will be constructed 27 feet from the centerline of 119<sup>th</sup> Street at a distance beginning 19 feet from the west boundary of the subdivision encompassing an area 4 feet in width and extending north and south in a perpendicular fashion on either side of the roadway.

WHEREAS, said City of Jenks has agreed to issue a permit to erect, or has agreed to allow to remain in place such sign or other improvement upon execution and delivery, by Owner of a contract with the City, agreeing to remove that portion of said sign or other improvement which will, or does, extend over the required setback line, easement, or road right-of-way upon request by the City, at any time and without cost to the City.

NOW THEREFORE, in consideration of the matters and things herein set out, it is agreed that the Owner may erect, or keep in place, a sign or other improvement as described above on or adjacent to the property described above which may extend over or on the established setback line, easement, or road right-of-way, and said Owner hereby binds itself, its successors, heirs, executors, administrators, legal representatives and assigns forever, that such portion of the sign or other improvement which extends over or on the required setback line, easement, or road right-of-way, will be removed at the owner's cost and expense, within thirty (30) days after written notice is delivered or mailed by certified mail return receipt requested, to Owner or Tenant at the above mailing address.

Said Owner hereby expressly binds Owner, their respective successors, heirs, executors, administrators, legal representatives and assigns that the Owner will save and hold City, its representatives, and contractors harmless from any and all the laws, claims, damages, actions at law or in equity, demands or notice of demands, whatsoever their nature or kind; that the Owner or Tenant will provide attorneys for the defense of any claims, damages, actions of law or in equity, demands or notice of demands, whatsoever their nature or kind; by reason of the construction and/or existence of said sign or other improvement over or on the setback line, easement or road right-of-way.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD that notice by the City to the Owner, or the person or persons in possession of said premises, is valid and binding as though service thereof was made upon Owner.

The City may request removal for any reason and Owner hereby waives any requirement of reasonableness in their demand for removal; or, the City may elect to alter the improvements to require less maintenance if owner does not properly maintain proposed improvements.

If the removal is not completed within thirty (30) days from the date notice is mailed or delivered by hand, the City is authorized to remove said sign or other improvement and charge all costs to Owner and any liability arising from the removal shall be the responsibility of Owner who agrees to indemnify City for any losses incurred. City shall not be responsible for damage resulting to premises as a result of the removal and may remove the entire sign or other improvement as above described or any part thereof, in their sole discretion, if they deem it necessary.

It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is by the Courts held to be illegal or in conflict with any law of this state, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.

Other Special Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This instrument contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agent of either party that is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees and successors of the respective parties.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year hereinabove written.

ATTEST:

See Norman  
\_\_\_\_\_  
Corporate Secretary  
(SEAL)

[Signature] VPOF STATE CREEK HOA  
Owner (Title if partnership or corporation)

THE CITY OF JENKS, OKLAHOMA



Right-Of-Way Use and Encroachment Contract

THIS CONTRACT and AGREEMENT, made and entered into this 19<sup>th</sup> day of October, 2015, by and between Slate Creek Homeowners Association, hereinafter referred to as Owner (whether one or more) with mailing address at 705 E. 119<sup>th</sup> Street South, and the City of Jenks, Oklahoma, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Owner is the owner of the following described property, to-wit:

All common ground or reserves located within the Slate Creek Subdivision,

and has applied to the City of Jenks, Oklahoma, for a permit to erect a 6 foot high wood privacy fence described as: a perimeter fence located on the west boundary of the subdivision which shall begin in Reserve "F" of the Slate Creek Subdivision ant extending 82 feet along the west boundary of a 50 foot right of way dedicated to the City of Jenks and stopping 25 feet from the 119<sup>th</sup> Street right of way to recognize the covenants of the subdivision.

WHEREAS, said City of Jenks has agreed to issue a permit to erect, or has agreed to allow to remain in place such improvement upon execution and delivery, by Owner of a contract with the City, agreeing to remove that portion of said improvement which will, or does, extend over the road right-of-way upon request by the City, at any time and without cost to the City.

NOW THEREFORE, in consideration of the matters and things herein set out, it is agreed that the Owner may erect the proposed fence as described above on or adjacent to the property described above which may extend over or on the established road right-of-way, and said Owner hereby binds itself, its successors, heirs, executors, administrators, legal representatives and assigns forever, that such portion of the fence which extends over or on the road right-of-way, will be removed at the owner's cost and expense, within thirty (30) days after written notice is delivered or mailed by certified mail return receipt requested, to Owner or Tenant at the above mailing address.

Said Owner hereby expressly binds Owner, their respective successors, heirs, executors, administrators, legal representatives and assigns that the Owner will save and hold City, its representatives, and contractors harmless from any and all the laws, claims, damages, actions at law or in equity, demands or notice of demands, whatsoever their nature or kind; that the Owner or Tenant will provide attorneys for the defense of any claims, damages, actions of law or in equity, demands or notice of demands, whatsoever their nature or kind; by reason of the construction and/or existence of said improvement over or on the road right-of-way.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD that notice by the City to the Owner, or the person or persons in possession of said premises, is valid and binding as though service thereof was made upon Owner.

The City may request removal for any reason and Owner hereby waives any requirement of reasonableness in their demand for removal; or, the City may elect to alter the improvements to require less maintenance if owner does not properly maintain proposed improvements.

If the removal is not completed within thirty (30) days from the date notice is mailed or delivered by hand, the City is authorized to remove said sign or other improvement and charge all costs to Owner and any liability arising from the removal shall be the responsibility of Owner who agrees to indemnify City for any losses incurred. City shall not be responsible for damage resulting to premises as a result of the removal and may remove the entire sign or other improvement as above described or any part thereof, in their sole discretion, if they deem it necessary.

It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is by the Courts held to be illegal or in conflict with any law of this state, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.

Other Special Conditions: None

This instrument contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agent of either party that is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees and successors of the respective parties.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year hereinabove written.

ATTEST:

W. C. Ry... VICE PRES STATE CRACK OWNERS, INC.  
Owner (Title if partnership or corporation)

\_\_\_\_\_  
Corporate Secretary  
(SEAL)

THE CITY OF JENKS, OKLAHOMA  
A Municipal Corporation

By: Kelly Cantelero  
Mayor

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney

\*\*\*Individual\*\*\*

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_ Notary Public

\*\*\*Corporate\*\*\*

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 2015, by William Rogers, officer of Slate Creek Owners, Inc., on behalf of the corporation.

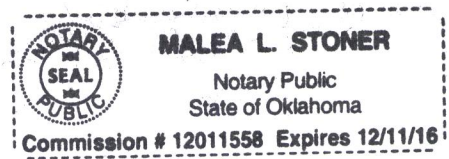
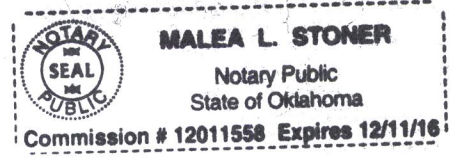
My Commission Expires: Dec. 11, 2016 Malea L. Stoner  
Notary Public

\*\*\*City\*\*\*

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 2015, by Kelly Dunkerley, Mayor of the City of Jenks, Oklahoma, a municipal corporation.

My Commission Expires: Dec. 11, 2016 Malea L. Stoner  
Notary Public

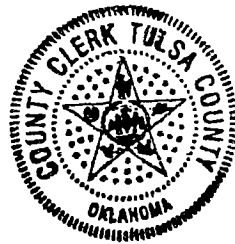


SLATE CREEK RESERVE "F" DEDICATED FOR OPEN SPACE/USES.

TULSA COUNTY CLERK - JOAN HASTINGS RCPT 268030 02/20/98 10:49:25  
DOC # 98016556 FEE 0.00 PGS 1 B/P 6013/0620-0620

Quit-Claim Deed

(CORPORATION FORM)



6013 0620

THIS INDENTURE, Made this 9th day of December, 1997,  
between Henshaw-Trepp, Inc.  
a corporation, organized under the laws of the State of Oklahoma  
of the County of Tulsa State of Oklahoma, party of the first part,  
and The City of Jenks, Oklahoma  
part.Y of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum of  
--One dollar-- DOLLARS

to them duly paid, receipt of which is hereby acknowledged, do hereby quit-claim, grant, bargain, sell  
and convey unto the said part.Y of the second part, and to its heirs and assigns forever, all  
their right, title, interest and estate, both at law and in equity, of, in and to the following described real  
estate, situate in the County of Tulsa and State of Oklahoma, to-wit:

Reserve "F", Slate Creek, an Addition

to the City of Jenks, Tulsa County. ✓

State of Oklahoma, according to the

recorded plat thereof.

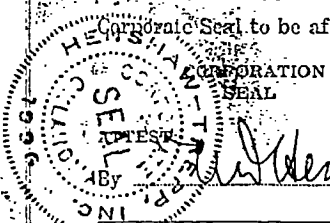
Revenue stamp exempt 68 O.S. 33202 (1) ✓

SEIGEL & OAKLEY  
ATTORNEYS AT LAW  
222 WEST 8th STREET  
TULSA, OKLA. 74119  
918-587-3147

Return to:

Together with all and singular the hereditaments and appurtenances thereunto belonging. To have  
and to hold the above granted premises unto the said part.Y of the second part its heirs and  
assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and caused its  
Corporate Seal to be affixed the day and year first above written.



Henshaw-Trepp, Inc.

Name of Corporation.

By

Blaine D. Henshaw

President.

Secretary.

STATE OF OKLAHOMA,

County of Tulsa

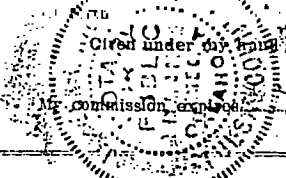
}} SS.

CORPORATION ACKNOWLEDGMENT.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 9th  
December, 1997, personally appeared Blaine D. Henshaw

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

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



May 29, 2000

James P. Riley

Notary Public.

# JENKS | PLANNING UPDATE



7/25/2025

TO Christopher Shrou, City Manager  
 Robert Carr, Assistant City Manager  
 City Council, Planning Commission, Board of Adjustment

SUBJECT Update from Planning Department

FROM Marcaé Hilton, City Planner

## Planning Summary

Preparer | Marcaé Hilton

VOTE KEY	VOTE	DATE OF HEARING
APPROVED	A	
CONTINUED	C	
DENIED	D	
WITHDRAWN	W	
GOVERNING BODY/CASE	VOTE	DATE
AUGUST PLANNING AGENDA ITEMS		
<b>CITY COUNCIL</b>		AUGUST 5, 2025   NO ITEMS AT THIS TIME
<b>TAC</b>		AUGUST 2025   NO ITEMS AT THIS TIME
<b>PLANNING COMMISSION</b>		AUGUST 7, 2025
JZ 23 PUD 137		APPROVAL OF PARKING AND REVISED PUD 137   JENKS MARKET (FOOD HALL)   AQUARIUM CAMPUS   FINAL DOCUMENTS HAVE NOT BEEN RECEIVED
ROW-UE 25-02		SLATE CREEK ROW   DISCUSSION OF POTENTIAL CLOSURE OR TRAIL
SCRIVENERS ERROR		FRAZIER MEADOWS II   131 <sup>ST</sup> AND HARVARD   CORRECTION TO PLAT
JZ 25 PUD 152		REZONING/PUD OVERLAY   131 <sup>ST</sup> AND HARVARD   TANNER CONSULTING
<b>UPCOMING PROJECTS</b>		
COMP PLAN	SEPTEMBER	AMEND COMP PLAN LANGUAGE
UDO LANGUAGE	SEPTEMBER	AMEND SIGN LANGUAGE, NOISE OTHER UDO ITEMS??
<b>BOA</b>		AUGUST 14, 2025   NO ITEMS AT THIS TIME
<b>CITY COUNCIL</b>		AUGUST 19, 2025   NO ITEMS AT THIS TIME
JZ 23 PUD 137		APPROVAL OF PARKING AND REVISED PUD 137   JENKS MARKET (FOOD HALL)   AQUARIUM CAMPUS
ROW-UE 25-02		SLATE CREEK ROW   DISCUSSION OF POTENTIAL CLOSURE OR TRAIL
JZ 25 PUD 152		REZONING/PUD OVERLAY   131 <sup>ST</sup> AND HARVARD   TANNER CONSULTING
JULY PLANNING AGENDA ITEMS		
<b>CITY COUNCIL</b>	-	JULY 1, 2025   NO ITEMS
<b>TAC</b>	-	JULY 2025
APPROVED ZONING	-	PRELIMINARY PLAT   BENTLEY RANCH   S OF 131 & ¼ MILE EAST OF ELM
SITE PLAN/PUD	-	ROWS 40   SW 131ST ST. S. & HARVARD   NEW PROJECT
LOT COMBINATION	-	11493 S 4TH ST   APPROVED BY PC, APPLICANT HAS NOT FILED DEEDS

SITE PLAN	-	JENKS MARKET   PROJECT HAS CONDITIONAL APPROVAL FROM PC AND CC   NO BUILDING PERMIT
SITE PLAN	-	JAZZERCISE   1081 W 121ST STREET S.   EARTH CHANGE PERMIT
SITE PLAN	-	JENKS BIBLE CHURCH   708 W. MAIN ST.   SITE PLAN & BLG PERMIT UNDER REVIEW
<b>PLANNING COMMISSION</b>		
JULY 9, 2025		
JL 25-408	A	MINOR SUBDIVISION LOT COMBINATION)   11493 S 4 <sup>TH</sup> ST
JL 25-409	A	MINOR SUB (CHANGE OF ACCESS)   LOT 3, BLK 1 S COUNTY CROSSING
<b>BOA</b>		
JULY 10, 2025   NO ITEMS		
<b>CITY COUNCIL</b>		
JULY 15, 2025   NO ITEMS		
<b>JUNE PLANNING AGENDA ITEMS</b>		
<b>CITY COUNCIL</b>		
JUNE 3, 2025   NO ITEMS AT THIS TIME		
<b>TAC</b>		
JUNE 2025   NO ITEMS AT THIS TIME		
<b>PLANNING COMMISSION</b>		
JUNE 5, 2025		
PLAT 25-15	A	PRELIMINARY PLAT   BELVEDERE RESERVE   131 <sup>ST</sup> AND HARVARD
MINOR SUBDIVISION	A	JENKS LANDING   LOT 1, BLOCK 1   CHANGE OF ACCESS
JZ 25-PUD 153	A	REZONING/PUD 153   SINGLE-FAMILY RESIDENTIAL   131 <sup>ST</sup> AND ELM
<b>BOA</b>		
JUNE 12, 2025   NO ITEMS AT THIS TIME		
<b>CITY COUNCIL</b>		
JUNE 17, 2025		
PLAT 25-15	A	PRELIMINARY PLAT   BELVEDERE RESERVE   131 <sup>ST</sup> AND HARVARD
JZ 25-PUD 153	A	REZONING/PUD 153   SINGLE-FAMILY RESIDENTIAL   131 <sup>ST</sup> AND ELM
<b>MAY PLANNING AGENDA ITEMS</b>		
<b>CITY COUNCIL</b>		
MAY 6, 2025		
DOWNTOWN MASTERPLAN	-	BECK DESIGN (HUNDEN)   DOWNTOWN MASTERPLAN   ECON REPORT
PC	-	REAPPOINTMENT
BOA	-	REAPPOINTMENT
<b>TAC</b>		
MAY 2025   NO ITEMS AT THIS TIME		
PLAT 25-15	-	PRELIMINARY PLAT   BELVEDERE RESERVE   NE CORNER HARVARD & 131
MINOR SUBDIVISION	-	JENKS LANDING   LOT 1, BLOCK 1   CHANGE OF ACCESS
<b>PLANNING COMMISSION</b>		
MAY 8, 2025		
PLAT 25-09	A	PRELIMINARY PLAT   121 CROSSING   BAUMANN   COMMERCIAL USES
PLAT 25-14	A	PRELIMINARY PLAT   BRIDGEPOINT   131ST AND HARVARD
PLAT 25-13	A	PRELIMINARY PLAT   GLENWOOD RIDGE   121ST & ELM
PLAT 25-12	A	PRELIMINARY PLAT   FRAZIER FALLS   HARVARD & 126TH
JZ 25-PUD 116MA1	W	PUD MAJOR AMD.   FRAZIER MEADOWS II   BELL
PC	-	RE-APPOINTMENT
<b>BOA</b>		
MAY 15, 2025		
REAPPOINTMENT	-	OATH OF OFFICE, ELECTION OF OFFICERS, TRAINING
<b>CITY COUNCIL</b>		
MAY 20, 2025		

PLAT 25-09	A	PRELIMINARY PLAT   121 CROSSING   BAUMANN   COMMERCIAL USES
PLAT 25-14	A	PRELIMINARY PLAT   BRIDGEPOINT   131ST AND HARVARD
PLAT 25-13	A	PRELIMINARY PLAT   GLENWOOD RIDGE   121ST & ELM
PLAT 25-12	A	PRELIMINARY PLAT   FRAZIER FALLS   HARVARD & 126TH
JZ 25-PUD 116MA1	D	PUD MAJOR AMD.   FRAZIER MEADOWS II   BELL

## APRIL PLANNING ITEMS

<b>CITY COUNCIL</b>		<b>APRIL 01, 2025   CANCELED DUE TO ELECTION</b>
<b>TAC</b>		<b>APRIL 01 &amp; APRIL 04, 2025</b>
PLAT 25-09	-	PRELIMINARY PLAT   121 CROSSING   BAUMANN   COMMERCIAL USES
PLAT 25-14	-	PRELIMINARY PLAT   BRIDGEPOINT   131 <sup>ST</sup> AND HARVARD
PLAT 25-13	-	PRELIMINARY PLAT   GLENWOOD RIDGE   121 <sup>ST</sup> & ELM
PLAT 25-12	-	PRELIMINARY PLAT   FRAZIER FALLS   HARVARD & 126 <sup>TH</sup>
JZ 25-PUD 116MA1	-	PUD MAJOR AMD.   FRAZIER MEADOWS II   BELL
<b>PLANNING COMMISSION</b>		<b>APRIL 03, 2025   RESCHEDULED TO APRIL 21, 2025 (MONDAY)</b>
DOWNTOWN MASTERPLAN	-	BECK DESIGN (HUNDEN)   DOWNTOWN MASTERPLAN   ECON REPORT
<b>CITY COUNCIL</b>	-	<b>APRIL 08, 2025   NO ITEMS AT THIS TIME</b>
<b>BOA</b>	-	<b>APRIL 10, 2025   NO ITEMS AT THIS TIME</b>
<b>PLANNING COMMISSION</b>		<b>APRIL 21, 2025</b>
DOWNTOWN MASTERPLAN	-	BECK DESIGN (HUNDEN)   DOWNTOWN MASTERPLAN   ECON REPORT