

AGENDA
JENKS BOARD OF ADJUSTMENT
6:00 P.M., THURSDAY, APRIL 15, 2021
VIRTUAL MEETING

I. CALL TO ORDER

II. ROLL CALL

1. MEMBERS MEETING REMOTELY

- Chair Shari Keathley - Videoconference
- Erik Enyart - Videoconference
- Gina Wilson - Videoconference
- Ricky Patel - Videoconference
- Paul Greek - Videoconference

The meeting will be live-streamed on the [CITY OF JENKS' YOUTUBE CHANNEL](#). Council Chambers will be open should citizens wish to make comments during the meeting.

III. REQUEST TO APPROVE MINUTES OF FEBRUARY 11, 2021

Documents:

[2021.02.11 BOA MINUTES.PDF](#)

IV. BUSINESS

1. JBOA 21-436: Request by Robert Bell for approval of a variance for relief from Bulk and Area Standards for a RS-1 zoned lot. General Location: 712 W "C" St

Documents:

1. SR.JBOA 21-436 712 W C STREET.PDF
2. ELLER DEITRICH RESEARCH AND LETTER.PDF
3. DEVELOPMENT TEXT 712 W C VARIANCE.PDF
4. JBOA_21-436.PDF

V. OTHER BUSINESS

VI. ADJOURNMENT

**MINUTES
BOARD OF ADJUSTMENT
6:00 P.M. THURSDAY, FEBRUARY 11, 2021
VIRTUAL MEETING**

The Jenks Board of Adjustment was called to order at 6:13 p.m. on February 11, 2021, by Chair Shari Keathley. A roll call vote was taken as follows:

Present

Erik Enyart – Videoconference
Paul Greek – Videoconference
Ricky Patel – Videoconference
Gina Wilson – Videoconference
Chair Shari Keathley – Videoconference

Absent

Request to approve minutes of January 14, 2020. Gina Wilson made a motion to approve the minutes. Ricky Patel seconded the motion. A roll call vote of members was taken as follows:

YEA: Enyart, Greek, Patel, Wilson, Keathley

NAY: None

Business

1. JBOA 21-435: Request by Bell Land Use, LLC, for approval of a special exception to allow for a 1200sqft accessory building in the side yard of an RS-1 zoned district.
General Location: 13001 S 28th Place East

Planning Director Marcaé Hilton presented her staff report and answered questions. Robert Bell (applicant) addressed the Board and answered questions. Erik Enyart made a motion to approve Item 1. Gina Wilson seconded the motion. A roll call vote of members was taken as follows:

YEA: Enyart, Greek, Patel, Wilson, Keathley

NAY: None

Motion carried.

Other Business:

1. Other Business. Planning Director Marcaé Hilton gave an update on the Unified Development Ordinance.

Adjournment. The Jenks Board of Adjustment adjourned at 6:31 p.m.

To	Board of Adjustment
Hearing Date	April 15, 2021
Case Number	JBOA 21-436
Request	Variance Relief from Bulk and Area Standards for an RS-1 zoned lot
Location	712 W C Street
Applicant	Bell Land Use, LLC

Staff Report

Preparer | Marcaé Hilton; BM

Attachments

- ☐ Proof of "Lot of Record" Letter
- ☐ Site Plan and Supporting Documents

Preparer

Nathalie Cornet, Eller & Detrich
Robert Bell, Bell Land Use

Background Information

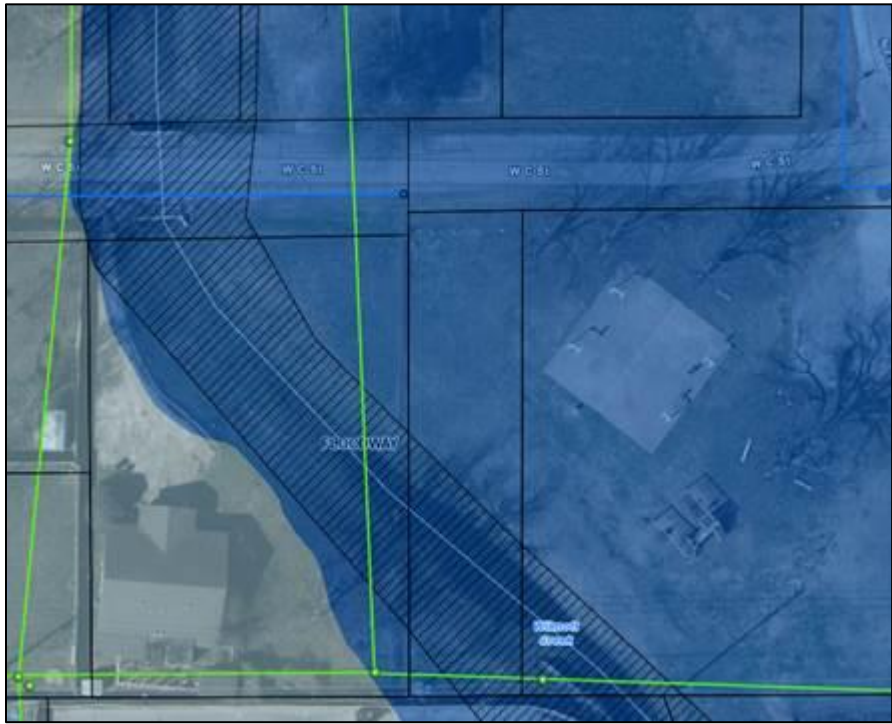
STAFF COMMENTARY | Bell Land Use, LLC, is submitting this application on behalf of Mr. Greg Ables. This parcel was proved to be a non-conforming lot of record with a RS-1 zoning since August 22, 1972. The lot was created by subtraction and has floodplain and floodway in the south portion of the lot.

PLANNING DATA

Request	Relief through a Variance for a non-conforming lot of record
	Lot Width 50
	City Code 100
	Lot Area 1000 SQ FT
	City Code 13,500
Intended Use	Single-family Residential
Appearance District	None
Zoning	RS-1 Residential Single-Family
Comprehensive Plan	Medium Intensity Single-family
General Location	712 W. C Street, west of Elm and South of C Street
Plat	Unplatted

Parcel Data	Parcel ID 98224822401670
Legal	W50 E622.29 S253.15 E/2 NE LESS N40 THEREOF SEC 24 18 12
Gross Acres	0.24
STR	Section: 24, Township: 18, Range: 12

ENGINEERING



According to the 1972 plans for Melody Lane 3, the property to the west of 712 W “C” Street, the drainage easement is possibly 60’ in width. This matches bank to bank distance from the survey we got on Wilmott Creek. The red box is an approximate location for 712 W. “C” Street.

Figure 1: Lot with Floodway shown

Floodplain	Yes
Floodway	Yes
Easement	Is there a drainage easement? – City Engineer - Staff has researched and does not believe there is a dedicated easement - According to the 1972 plans for Melody Lane 3, the property to the west of 712 W “C” Street, the drainage easement is possibly 60’ in width. This matches bank to bank distance from the survey we got on Wilmott Creek. Is an easement dedication required? <i>Yes, an ODE Overland Drainage Easement is needed, to protect the drainage way.</i>
FEMA	Chris Cloyd, City Engineer Bill Smith agreed the building slab should be on stem walls and that the stem walls must have FEMA approved vents in the sides. The vents must be sized so that there is 1 square inch of vent area for every square foot of floor space or footprint and those vents should be distributed around the outside of the house. In addition, electrical and mechanical equipment must be at or above the Base Flood Elevation. If they

have ductwork in the crawl space, they should try to protect it from flooding if possible (not a requirement).

Tanner Rush, Development Coordinator | Our current Zoning Code establishes requirements and procedures in Chapter 8 [Floodplain Overlay District](#): 820 d. In all areas of special flood hazards where base flood elevation data has been provided the following provisions are required:

1. Residential Construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated one foot above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard has been satisfied.

Water

What is the status of water? – City Engineer | There is water along “C” Street that would need to be extended to the property. The waterline does not extend as far as GIS shows. It stops back at the western edge of the adjacent property. Please coordinate the water line extension and any necessary easements.

Sewer

What is the status of Sewer? – City Engineer | Sewer crossing the property at the south edge.

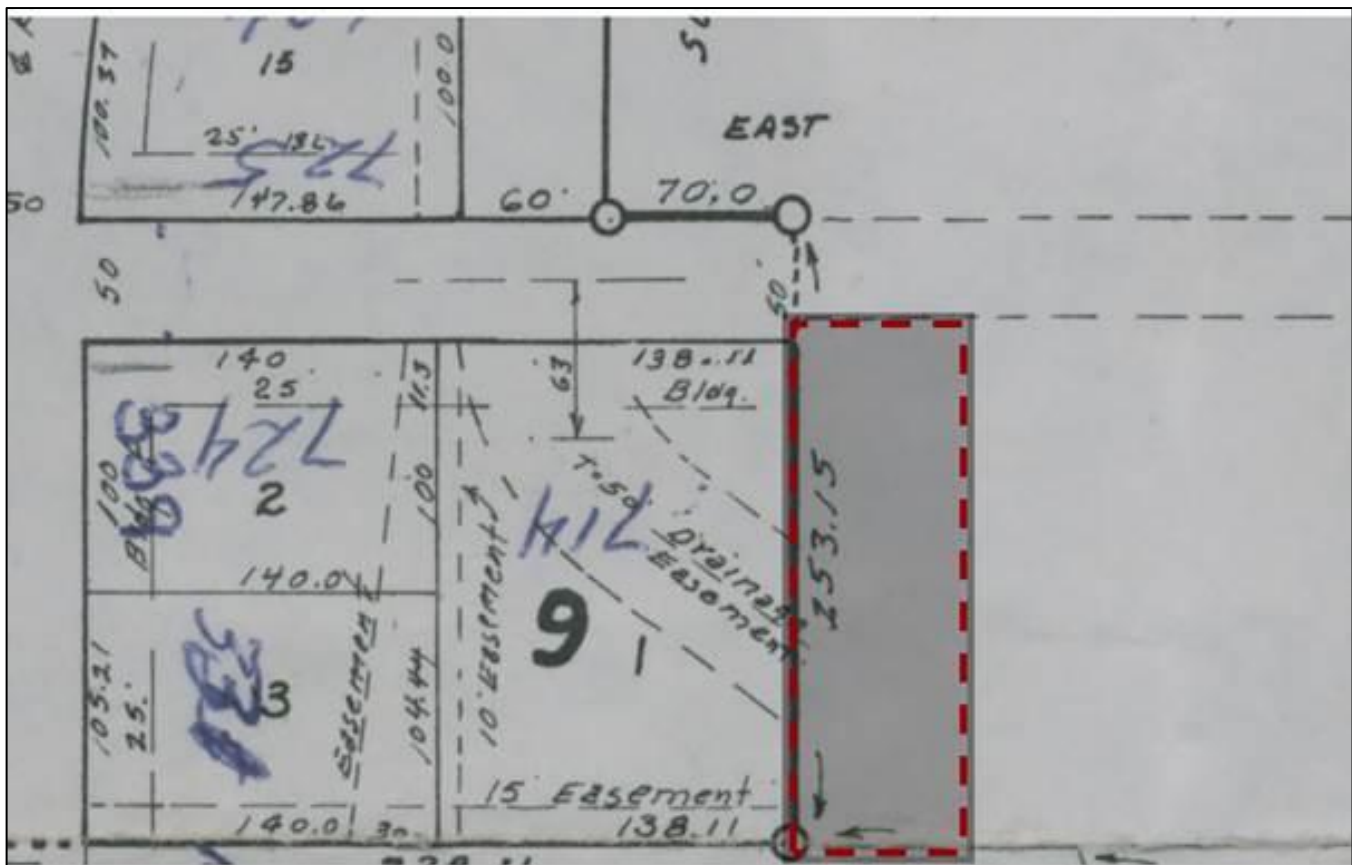


Figure 2: Plat drawing with adjacent Drainage Easement identified

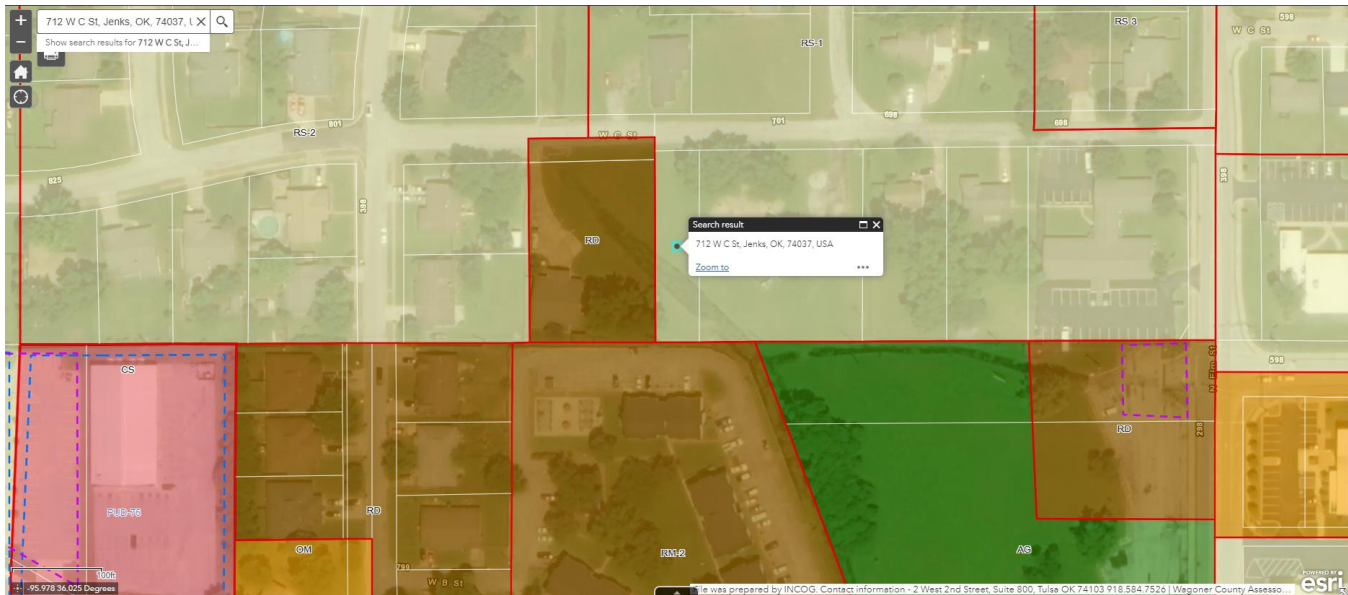


Figure 3: Zoning Map

North: RS-1 | Single-family Residential
 South: RS-1 | Wilmott Creek drainage way
 East: RS-1 | City Park
 West: RD | Residential Duplex

Staff Evaluation & Recommendation

City Code | Criteria for consideration:

Sec. 840. - Variance procedures. | As related to Flood Hazard

j. Prerequisites for granting variances:

1. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
2. Variances shall only be issued upon:
 - a) Showing a good and sufficient cause; and (*Comply with staff Comments, FEMA regulations*)
 - b) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and (*Without a variance the floodway and floodplain make this lot challenging for development*)
 - c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances. (*Provide documents as required by FEMA and City Staff to prove there is no threat to public safety*)

3. Any applicant receiving a variance shall be notified in writing that the structure permitted with the lowest floor elevation constructed below the base flood elevation, the cost of flood insurance will be commensurate with the increased risk resulting from the lowest floor elevation constructed below the BFE. *(Flood insurance will be required without other mitigation)*

Sec. 1370. - Variances.

1370.3. Board of Adjustment Action.

The Board shall hold the public hearing and, upon the concurring vote of three members, may grant a variance after finding:

- a. That by the reasons of extraordinary or exceptional conditions or circumstances which are peculiar to the land, structure, or building involved, the literal enforcement of the terms of the code would result in unnecessary hardship. *(This parcel is found to be a lot of record, the RS-1 zoning allows for a single-family residential use, rejecting the bulk and area requests would prevent the lot to be developed.)*
- b. That such extraordinary or exceptional conditions or circumstances do not apply generally to other property in the same use district. *(Because the lot ownership was allowed to seemingly lot split an entire subdivision created a nonconforming lot through subtraction causing this to be extraordinary and created an exceptional condition.)*
- c. That the variance to be granted will not cause substantial detriment to the public good or impair the purposes, spirit and intent of the code, or the comprehensive plan. *(Building a home in a floodplain comes with a specific set of regulations, as long as all engineering meets Federal, state and local regulations, there should be no substantial detriment to the public. In no way can any structure be placed or built within the area to be identified within the floodway | Overland Drainage Easement)*

Provided that the Board in granting a variance shall prescribe appropriate conditions and safeguards and may require such evidence and guarantee or bond as it may deem necessary to enforce compliance with the conditions attached.

1370.4. Time Limitation on Variances.

A variance which has not been utilized within one year from the date of the order granting the variance shall thereafter be void. For the purpose of this provision, utilization shall mean actual use or the issuance of a building permit, when applicable, provided construction is diligently carried to completion.

Evaluation | Staff spent many hours researching this lot and could not prove it was a lot of record. The applicant secured the opinion of a land use attorney who was able, after researching decades of land transactions, to conclude it was a non-conforming lot of record through subtraction. Staff has concerns regarding the floodplain and floodway designations on the lot.

The City Engineer has made comments and conditions to help mitigate potential negative impact. Approving the requested relief will allow for a single-family home to be built on this parcel.

Staff Comments

1. EASEMENT

- a. Floodway
 - i. Provide Drainage Easement for Floodway
 - ii. Meet or exceed all Engineering and FEMA requirements
- b. Waterline
 - i. Water Easement may be required by separate instrument
 - ii. Work with City staff on extension of Water line and any necessary easements

2. BUILDING PERMIT

- a. Comply with any permitting and inspection processes for City of Jenks

Recommendation | *Staff recommends conditional approval of JBOA 21-436 a variance from the specified bulk and area standards, this variance does not include or apply to any area dedicated to the required Overland Drainage Easement. NO Structure shall be located within the Overland Drainage Easement.*

EllerDetrich
A Professional Corporation

Philip J. Eller
Kevin H. Wylie
R. Louis Reynolds
Shanann Pinkham Passley
Daniel C. Cupps
Andrew A. Shank
Heidi L. Shadid
Mac D. Finlayson
Steven P. Flowers
Sloane Ryan Lile
Nathalie M. Cornett
Natalie J. Marra

Telephone
(918) 747-8900

Toll Free
(866) 547-8900

Facsimile
(918) 747-2665

Of Counsel
Donald L. Detrich
Katherine Saunders, PLC
Jerry M. Snider
John H. Lieber
Joshua M. Tietsort
Kenneth E. Crump Jr.

Writer's E-Mail
NCornett@EllerDetrich.com

January 29, 2021

VIA EMAIL

Ms. Marcaé Hilton
City of Jenks, Director of Planning
mhilton@jenksok.org

Re: Greg Ables, 712 West C Street, Jenks, Oklahoma 74037, described as:

A tract of land in the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) of Section 24, Township 18 North, Range 12 East, Tulsa County, Oklahoma, more particularly described as follows:

Beginning at a point 572.29 feet West of the Southeast Corner of the Northeast Quarter (SE/c NE/4) of Section 24; thence West 50 feet to a point that is 622.29 feet West of the SE/c NE/4; thence North 210 feet to a point; thence East 50 feet to a point; thence South 210 feet to the Point of Beginning. (the "Subject Tract").

Dear Marcaé,

I have conducted a review of the abstract of title for the Subject Tract, as well as the historical tract indexes maintained by the Tulsa County Clerk. Based on my review, the Subject Tract constitutes a lot of record as defined in the Jenks Zoning Code (the "Code"). In reaching this conclusion, a brief history of the surrounding area is necessary and provided below. The cited documents are also enclosed for your reference.



www.EllerDetrich.com

2727 East 21st Street, Suite 200, Tulsa Oklahoma 74114-3533

- Mary Ishmael was the original owner of the E/2 and the SW/4 of the NE/4 of S24, T18N, R12E (120 acres) by Allotment Deed from the Muskogee Creek Nation, dated April 28, 1903 and filed July 2, 1903 in office of the Commissioner of the Five Civilized Tribes in Book 13 at Page 211.
- Mary Ishmael became Mary Frailey by marriage to Ewing L. (E.L.) Frailey.
- For several decades, the Fraileys divided and conveyed portions of the 120 acres and dubbed these conveyances as lots in the “Frailey Addition”.
- The Frailey property, including the Subject Tract, was annexed into Jenks in 1955.
- Mary Frailey died in 1964. The Decree of Distribution in the probate of her estate describes her property, including “lettered and numbered tracts located in the E/2 of the E/2 of the NE/4, same *being platted or tracted but unrecorded* and known as Frailey Addition or Frailey Tracts.” (emphasis added). Ms. Frailey’s property was distributed to her husband and children.
- The Fraileys continued developing the area and conveying “tracts” of the “Frailey Addition”. Reference to the Frailey Addition or the Frailey Tracts is made in various deeds in the tract index.
- **On February 5, 1965, the Fraileys conveyed the lot immediately east of the Subject Tract to James and Julia Ishmael (the “Ishmael Property”).**
- **On August 22, 1972, the Fraileys conveyed the property immediately west of the Subject Tract to Jenks Development Inc. (the “Jenks Development Property”).**
- In 1973, Jenks Development platted its property as Melody Lane Third Addition Plat No. 3391.
- In 1974, E.L. Frailey dedicated C Street, Forest Street and F Street to the City of Jenks.
- The Dedication recites that Mr. Frailey “was the owner of all of the land in what is commonly known as the Frailey Addition” and “subdivided said property in Frailey Addition and *sold lots by meets and bounds descriptions, not having a filed a subdivision plat.*” (emphasis added).
- On December 10, 1976, the Fraileys conveyed the Subject Tract to the Hydes. Shortly thereafter, the Hydes conveyed the Subject Tract back to Mr. Frailey.
- On January 14, 1977, Mr. Frailey dedicated additional right of way to extend C Street so that the Subject Tract would have access thereto and frontage thereon.
- Mr. Frailey died in 1987. I have not been able to locate another deed for the Subject Tract until the 2000 County Treasurer’s Resale Deed to Robert Fialkowski.
- In 2018, Mr. Ables purchased the Subject Tract from Mr. Fialkowski and desires to develop it for residential purposes.

It is clear from the land records that the Fraileys developed this area of Jenks as a residential subdivision, even if it was never platted as one. The Fraileys acknowledge and confirm the same in the record, that they did not ever record a plat of their subdivision and instead carved out lots using metes and bounds descriptions. They also carved out and dedicated streets to the City of Jenks to serve the subdivision.

The Code requires that a tract be a "lot of record" in order to obtain any type of development permit. A Lot of Record is defined in Section 206 of the Code as:

A unit of land created as follows:

- a. A lot in an existing, duly recorded subdivision; or
- b. A parcel in an existing, duly recorded land partition; or
- c. An existing unit of land for which a survey has been duly filed which conformed to all applicable regulations at the time of filing; or
- d. Any unit of land created prior to zoning and partitioning regulations (September 28, 1972) by deed or metes and bounds description, and recorded with the Tulsa County Clerk.
- e. Lots within the Jenks Original Town Site Subdivision, wherein all lots are 25 feet wide, it is recognized that any development or use that incorporates two or more contiguous lots, and those lots are under the same ownership, then all lots under that use shall be considered a single lot of record.

No development permit in association with the Jenks Zoning Code or Subdivision Regulations may be issued for a tract of land unless said tract has been determined to be a legal lot of record. No development permit may be issued for a tract of land that is not in compliance with the provisions of the Jenks Zoning Code. Provided, however, any land use action deemed necessary to correct said violation or the progression of required land use actions shall be considered for applications.

The Subject Tract has existed since August 22, 1972, created by subtraction as the adjacent properties were split off and conveyed – the Ishmael Property to the east in 1965 and the Jenks Development Property to the west in 1972, leaving the Subject Tract as the remainder.

While neither the 1965 or 1972 deeds bear the approval of the planning authority for a lot split, importantly, pursuant to Title 16 of the Oklahoma Statutes, § 27a, if a deed or conveyance does not bear endorsement of approval of the appropriate governmental planning authority having jurisdiction (as is the case here), the instrument containing the defect will be **valid** at the expiration of five (5) years *as though such instrument had, in the first instance, been in all respects duly executed, acknowledged, approved by the appropriate planning authority having jurisdiction, and certified.* (emphasis added).

The 1965 and 1972 deeds have been of record for over 60 years, clearly exceeding the 5 year statutory curative period and are thus deemed valid as if a lot split had been approved as a matter of law.

Thus, the Subject Tract is a both a “unit of land created prior to September 28, 1972 by metes and bounds description” and “parcel in an existing, duly recorded land partition”, and therefore a lot of record. Additionally, as a lot of record existing before September 28, 1972, the Subject Tract is a “pre-existing nonconforming lot” as defined in Chapter 12 of the Code.

Lastly, the Code provides that “any land use action deemed necessary to correct said violation or the progression of required land use actions *shall* be considered for applications.” (emphasis added). Accordingly, if any applications for relief are needed to allow the lawful use of the Subject Tract, such applications should, and in fact must, be processed.

I appreciate your research efforts into this matter. Should you have any additional questions for me, please do not hesitate to call.

Sincerely,

ELLER & DETRICH
A Professional Corporation



Nathalie M. Cornett

Enclosures

Cc: client

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BOOK 2547 PAGE 76

ORDINANCE NO. 121

AN ORDINANCE ANNEXING CERTAIN PROPERTY TO
THE TOWN OF JENKS, OKLAHOMA, EXTENDING THE
BOUNDARIES OF SAID TOWN, AND DECLARING AN
EMERGENCY

BE IT ORDAINED BY THE BOARD OF TRUSTEES
OF THE INCORPORATED TOWN OF JENKS, TULSA COUNTY, OKLAHOMA:

THAT WHEREAS: The owners of three-fourths (3/4) or more in value,
and three-fourths (3/4) of the legal voters in the following described
property, to-wit:

The Northeast Quarter (NE/4), and the Southwest Quarter
of the Northwest Quarter (SW/4 NW/4) and the South Half
of the Southeast Quarter of the Northwest Quarter
(S/2 SE/4 NW/4) in Section 24, Township 18 N. Range 12
East, Tulsa County, Oklahoma,

have petitioned the Board of Trustees of the incorporated Town of Jenks,
Oklahoma, for the annexation of the said property to the Town of Jenks, which
petition has been filed with the Town Clerk, and proof of publication attached
thereto, as reflected in the official records of the Town, and

WHEREAS, the said tract of land is adjacent to and contiguous to
the boundaries of the Town of Jenks, Oklahoma, and

WHEREAS, a public hearing has been had upon the petition as re-
quired by law, and

WHEREAS, it is the desire of the Board of Trustees of the Town of
Jenks, Oklahoma, to annex said Addition and to extend the boundaries of the
Town so as to include the said property,

NOW, THEREFORE, Section 1. The Board of Trustees does hereby annex
the following described property to the Town of Jenks, Oklahoma:

The Northeast Quarter (NE/4) and the Southwest Quarter
of the Northwest Quarter (SW/4 NW/4), and the South
Half of the Southeast Quarter of the Northwest Quarter
(S/2 SE/4 NW/4) all in Section 24, Township 18 North
Range 12 East, Tulsa County, Oklahoma,

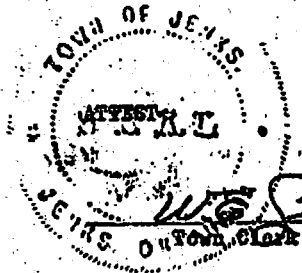
and the boundaries of the Town of Jenks are hereby extended so as to include
said property.

Section 2. The Board of Trustees further orders and directs the
Town Clerk to file a certified copy of this Ordinance with a map indicating
the property annexed with respect to the Town of Jenks, wi
Clerk of Tulsa County, Oklahoma.

2547 77

Section 3. The Board of Trustees further orders that because the ordinances of the Town of Jenks do not now properly and adequately cover the subject specified herein, and since it is necessary for the preservation of the public health, peace, and safety, an emergency is hereby declared to exist, by reason of which it is necessary that this Ordinance take effect immediately upon its passage, approval, and publication.

PASSED by the unanimous vote of all of the members of the Board of Trustees of the Town of Jenks, Oklahoma, the emergency clause having been proposed and acted upon separately, and being passed by more than three-fourths (3/4) vote of all of the members of said Board, this 8th day of February, 1955.

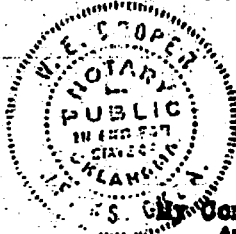


R. L. Cowherd
R. L. Cowherd, President of
the Board of Trustees

STATE OF OKLAHOMA
COUNTY OF TULSA

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3 day of March, 1955, personally appeared - R. L. Cowherd - and 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 for the purposes therein set forth.

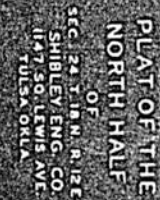
Given under my hand and seal the day and year above written.



My Commission expires
Aug. 29, 1957

R. L. Cowherd
R. L. Cowherd, President
of the Board of Trustees

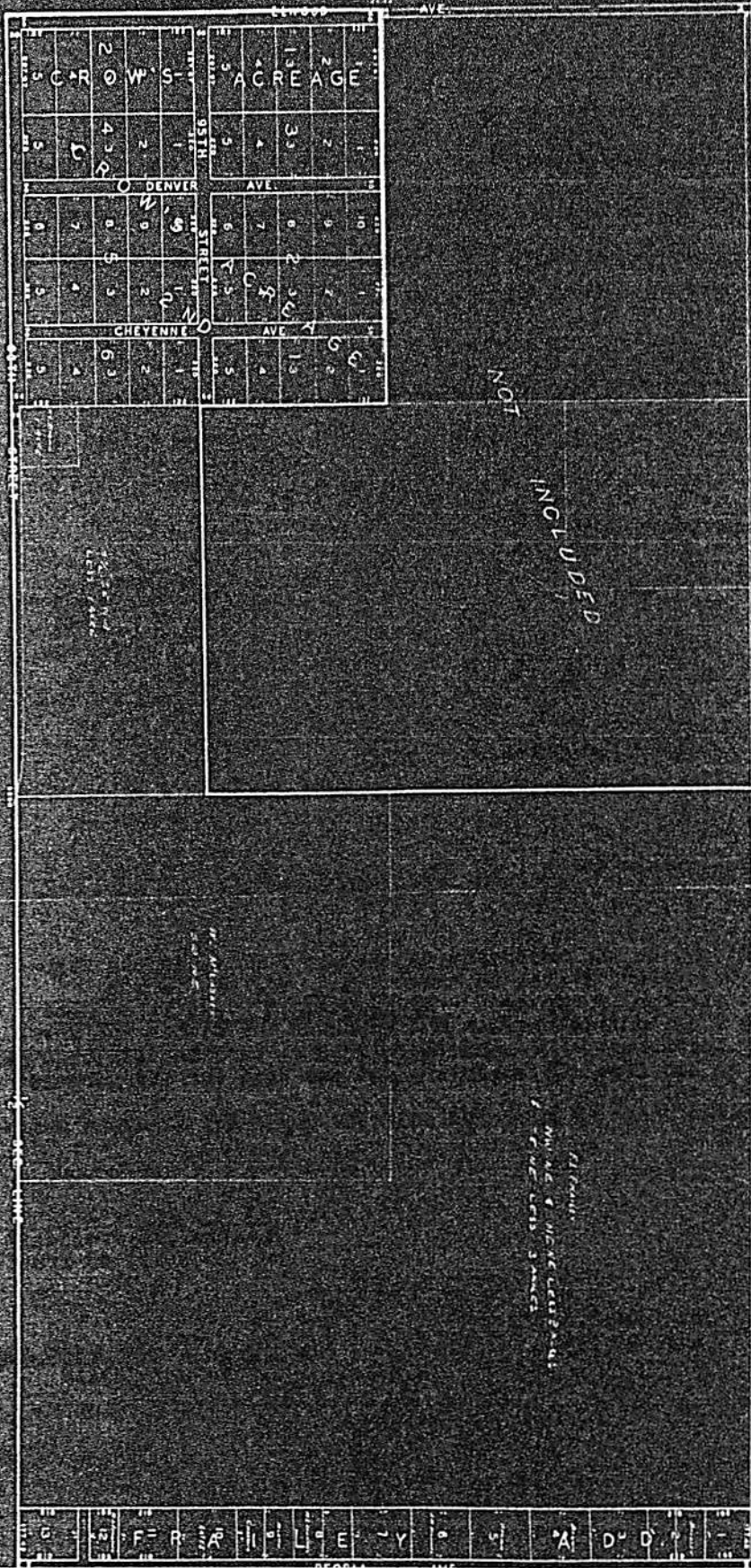
W.E. Cooper
Notary Public



SCALE 1"=100'

NOT INCLUDED

1-7-76 10:30 AM



WILLIAM
TOW
JENKS

IN THE COUNTY COURT WITHIN AND FOR TULSA COUNTY, STATE OF

OKLAHOMA

239398

3532

15

THE MATTER OF THE ESTATE OF
MARY ASALEE FRAILY, DECEASED

NO. P-37353

ORDER ALLOWING FINAL ACCOUNT
DETERMINING HEIRS
FINAL DECREE OF DISTRIBUTION

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
JAN 8 12 01 PM '65
CLYDE WINTENINGER
COUNTY CLERK

COUNTY COURT
DEC 11 1964
SANDER W. FRY, COURT CLERK
STATE OF OKLAHOMA-TULSA COUNTY

This matter coming on for hearing this 14th day of December, 1964, pursuant to an order of this court, issued on the 12th day of November, 1964, and it appearing to the court that due notice of the settlement of the final account of the administrator, determination of heirs and decree of distribution of the Estate of Mary Asalee Fraily, deceased, has been given as required in said order and according to law, the court proceeded to examine the final account of the said Ewing Lane Fraily, Administrator of said estate, and further examined said administrator under oath, and it appearing to the court that the said administrator has well and truly accounted for every part of said estate, and that no profit has been made by him through any increase in said estate, and there being no objections, and the court being fully advised:

It IS ORDERED, ADJUDGED AND DECREED by the Court that the accounts of the said administrator be, and the same are hereby finally settled, allowed and adjusted by the court, according to the terms and tenor of the final account of the said administrator filed herein, and distribution of said estate, according to the petition filed herein is hereby ordered as per statutes of succession.

It appearing to the court on satisfactory proof and the evidence that the necessary expenses of funeral, of last illness of said deceased, and of the administration of said estate, have been fully paid, and that all the debts existing against said deceased have been fully paid and satisfied, and it further appearing from the verified account of said admini

receipts attached or exhibited to the court, that Mary Fraily Decree of Distribution (1964)

county and other taxes legally levied upon said estate, both real and personal have been fully paid, and it further appearing that the Oklahoma Tax Commission receipt is on file herein, showing that the taxes due have been paid, along with a receipt from the Treasurer of Tulsa County, Oklahoma, showing that the tax liability of the estate of decedent has been paid in full.

It further appearing to the court that due notice of the application for final decree herein determining the heirs of said Mary Asalee Frailey, deceased, and assigning the res of said estate to the persons entitled thereto by law, has likewise been duly given and served pursuant to law, in such case made and now provided, and it further appearing to the court, that the said deceased died intestate, and that the residue of the estate consists of the following real and personal estate, to wit:

Cash in bank, Jenks, Oklahoma:

\$1,155.14

Real estate:

1. Lot eight (8), -in Block one (1), Riverview Addition to the Town of Jenks, said County and State as shown by the recorded plat thereof.

2. Homestead Deed, Creek Indian, Roll No. 8961, The North West Quarter of the North East Quarter of Section Twenty-Four (24), Township Eighteen (18) North, and Range Twelve (12) East, Tulsa County, State of Oklahoma.

3. The North West One-Quarter of the North East One-Quarter and the West One-Half of the East One-Half of the North East One-Quarter, in section Twenty-Four (24), Township Eighteen (18) North, Range Twelve (12) East, Less a Four acre tract and a One-Half acre tract described as follows:

A. (4 Acre Tract): A tract of land beginning at the North-west corner of the NE/4 of the NE/4 of Sec. 24, Township 18 North, Range 12 East, Tulsa County, Oklahoma, thence East along the north line of said Section 24, a distance of 415 feet to a point; thence South and Parallel to the West line of said Northeast Quarter of the Northeast Quarter (NE/4 NE/4), a distance of 420 feet to a point, thence West and parallel to the North line of said Section 24, a distance of 415 feet to a point in the West line of said NE/4 NE/4 of said Section 24, thence North along said West Line of said NE/4 NE/4 a distance of 420 feet to the place of beginning, less the North 25 feet of the above described tract dedicated for highway purposes, containing in all 4.00 acres more or less in Tulsa County, Oklahoma, according to the U.S. Government Survey thereof; except oil, gas and mineral rights previously reserved.

B. (One-Half Acre Tract): Section 24, Township 18 North, Range 12 East, Tulsa County, Oklahoma, Beginning at the North East corner of said Section 24 (Twenty-Four), thence West 622.29 feet to a point; then South 124.0 feet to point of beginning, then North 262.5 feet to the point of beginning, containing One-Half acre more or less. Except the South 25 feet to be used as Roadway.

4. The following lettered and numbered tracts located in the East Half of the East Half of the North-East Quarter, same being platted or tracted but unrecorded, and known as Frailey Addition or Frailey Tracts, same being in Section 24, Township 18 North, Range 12 East, County of Tulsa, State of Oklahoma, to-wit: Tracts number M. O. P. and the South One-Half of tract lettered Q and the North One-Half of tract lettered R and the tract numbered 13, all totalling Four (4) and One-Half (1/2) acres more or less.

And it further appearing to the court and the court does hereby determine that the following persons are the heirs of Mary Asalee Frailey, deceased, and that they are entitled to the following distributive shares in the estate, both cash and interest in said above described real property:

1. Ewing Lane Frailey, husband of deceased, One-third of real property and of money in hands of administrator, cash: \$385.05
2. Eugene Franklin Frailey, son of deceased, One-sixth of two-thirds of real property and of money in hands of administrator, cash: \$128.34
3. Irvin Lane Frailey, son of deceased, One-sixth of two-thirds of real property and of money in hands of administrator, cash: \$128.34
4. Evelyn Frances Hyde, nee Frailey, daughter of deceased, One-sixth of two-thirds of real property and of money in hands of administrator, cash: \$128.34
5. Arthur Melvin Frailey, son of deceased, One-sixth of two-thirds of real property and of money in hands of administrator, cash: \$128.34
6. Shirley Mae Kirk, nee Frailey, daughter of deceased, One-sixth of two-thirds of real property and of money in hands of administrator, cash: \$128.34
7. Dennis Enloe Frailey, son of deceased, One-sixth of two-thirds of real property and of money in hands of administrator, cash: \$128.34

And it further appearing that the aforesaid parties are the sole and only heirs of the said Mar. Asalee Frailey, deceased, and, from evidence introduced, that the possibility of a pre-termitted child or children does not exist.

It is further ordered, adjudged and decreed that the above named persons are the sole and only heirs of said deceased entitled to share in said estate, and that all of the hereinbefore described real estate, personal property, to-wit, cash, be and the same is hereby ordered transferred, conveyed, and assigned to said above named heirs, in their proportionate shares.

Dated this 11th day of December, 1964.

County Judge.

This is a true and correct copy of the original as the same is on file in the County Clerk's Office of Tulsa County, Oklahoma, this 11th day of December, 1964.
 J. W. Smith, Jr., Clerk

292010

General Warranty Deed

(WITH SURVIVORSHIP CLAUSE)

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

Nov 10 11 28 AM '65

CLYDE WINTERRINGER
COUNTY CLERKJue [Signature]
3644 355

THIS INDENTURE, Made this 10 day of February, 1965

between Ewing L. Frailey, Eugene F. Frailey, Irvin L. Frailey, Evelyn Francis Frailey now Hyde, Arthur M. Frailey, Dennis E. Frailey & Shirley M. Frailey now Kirk.

Parties of the first part, and James Lee Ishmael and Julia Mae Ishmael, husband and wife

with the right of survivorship, as hereinafter set out, part 1st of the second part.

WITNESSETH: That in consideration of the sum of

Ten - and - No/100

DOLLARS,

and other good and valuable considerations, receipt whereof is hereby acknowledged, said part 1st of the first part do by these presents grant, bargain, sell and convey unto James Lee Ishmael and Julia Mae Ishmael, husband and wife

as joint tenants, and not as tenants in common, on the death of one the survivor, the heirs and assigns of the survivor, to take the entire fee simple title, the following described real estate situated in Tulsa County, State of Oklahoma, to-wit:

The West 182.43 feet of the East 572.29 feet of the South 210.0 feet of the Northeast Quarter (NE/4) of Section Twenty-four (24), Township Eighteen (18) North, Range Twelve (12) East, Tulsa County, State of Oklahoma. Also known as Frailey Tracts.

TO HAVE AND TO HOLD the same as joint tenants, and not as tenants in common, with the fee simple title in the survivor, the heirs and assigns of the survivor, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

AND said Grantor's, as shown above - and - each of their - heirs, successors, grantees, executors, and administrators, do hereby covenant and agree to and with said parties of the second part that, at the delivery of these presents, they are lawfully seized of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular, the above granted and described premises, with appurtenances; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, judgments, estates, taxes, assessments and encumbrances of whatsoever nature and kind, EXCEPT: Easements, building restrictions of record and special assessments not yet due.

and that part 1st grantor will

WARRANT AND FOREVER DEFEND the same unto said part 1st of the second part, their heirs, successors and assigns against said part 1st of the first part, their heirs, successors and assigns, and all and every person or persons whomsoever lawfully claiming, or to claim the same;

IN WITNESS WHEREOF, part 1st of the first part has executed or caused to be executed, this instrument the day and year first above written.

Shirley M. Frailey now Kirk
 Ewing L. Frailey
 Eugene F. Frailey
 Evelyn Francis Frailey now Hyde
 Arthur M. Frailey
 Dennis E. Frailey

STATE OF OKLAHOMA,

County of TULSA

(Oklahoma Form of Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of February, 1965, personally appeared Ewing L. Frailey, Eugene F. Frailey,

xxx Arthur M. Frailey and Dennis E. Frailey

to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Aug. 29, 1965

W.E.S.

"Ishmael Property"
General Warranty Deed
(1965)

222540

General Warranty Deed

(OKLAHOMA STATUTORY FORM)

BOOK 4031 PAGE 1001

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

1972 AUG 24 PM 2 57

CLYDE WINTERINGER
COUNTY CLERK

THIS INDENTURE: Made this 22nd day of August A.D., 1972,

between EWING LANE FRAILEY, a single person; IRVIN LANE FRAILEY and MARY MARGARET FRAILEY, his wife; ARTHUR MELVIN FRAILEY and DORIS JEAN FRAILEY, his wife; EVELYN FRANCES HYDE and KENNETH HERBERT HYDE, her husband; SHIRLEY MAE KIRK and C. L. KIRK, her husband; DENNIS ENLOW FRAILEY and JUDY DARLENE FRAILEY, his wife; VELMA OPAL FRAILEY now BIGGS and B. W. BIGGS, HER HUSBAND

of Tulsa County, in the State of Oklahoma, part-ies of the first part, hereinafter called party grantor (whether one or more)

and Jenks Development, Inc., an Oklahoma Corporation

party of the second part, party grantee.

WITNESSETH, That in consideration of the sum of - - - TEN - - - - -

DOLLARS,

and other good and valuable consideration, receipt of which is hereby acknowledged, said party grantor does, by these presents, grant, bargain, sell and convey unto said party grantee, its heirs and assigns, all of the following described real estate, situated in the County of

Tulsa

State of Oklahoma, to-wit:

The Northwest Quarter of the Northeast Quarter (NW/4 NE/4) and the East Half of the Northeast Quarter (E/2 NE/4) LESS the East 622.29 feet of the East Half of the Northeast Quarter (E/2 NE/4) and LESS a tract Beginning at the northeast corner of Section 24, thence West 622.29 feet, thence South 1241 feet to the true point of beginning, thence West 83 feet, thence South 262.5 feet, thence East 83 feet, thence North 262.5 feet to point of beginning, and LESS a tract beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) thence East 415 feet, thence South parallel to West line 420 feet; thence West parallel to the North line 415 feet to point in the West line, thence North along the West line 420 feet to the point of beginning, all in Section 24, Township 18 North, Range 12 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Survey thereof

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party grantor, for themselves,

their

heirs, executors and administrators does hereby covenant, promise and agree to and with said party grantee, at the delivery of these presents that they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT: Easements, building restrictions of record and special assessments not yet due;

and that party grantor will

WARRANT AND FOREVER DEFEND the same unto the said party grantee, its heirs and assigns, against said party grantor, their heirs or assigns and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party grantor, has hereunto set their hand, the day and year above written.

Ewing Lane Frailey
Irvin Lane Frailey
Mary Margaret Frailey
Arthur Melvin Frailey
Evelyn Frances Frailey
Kenneth Herbert Hyde
Shirley Mae Kirk
C. L. Kirk
Dennis Enlow Frailey
Judy Darlene Frailey
Velma Opal Frailey
B. W. Biggs

Shirley Mae Kirk
C. L. Kirk
Dennis Enlow Frailey
Judy Darlene Frailey
Velma Opal Frailey
B. W. Biggs

STATE OF OKLAHOMA,

County of TULSA

(Oklahoma Form of Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22 day of August, 1972, personally appeared Ewing Lane Frailey, Irvin Lane Frailey, Mary Margaret Frailey, Arthur Melvin Frailey, Evelyn Frances Frailey, Kenneth Herbert Hyde, Shirley Mae Kirk, C. L. Kirk, Dennis Enlow Frailey, Judy Darlene Frailey, Velma Opal Frailey, B. W. Biggs, all of whom are known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein expressed, and under my hand and seal of office the day and year above written.

My commission expires May 2, 1975

"Jenks Development Co. Property"
General Warranty Deed
(1972)

DEDICATION AND GRANT OF STREET EASEMENT

30

WHEREAS, E. L. Frailey, also known as Ewing Lane Frailey, was the owner of all of the land in what is commonly known as Frailey Addition in the City of Jenks, Oklahoma, and

WHEREAS, E. L. Frailey subdivided said property in Frailey Addition and sold lots by meets and bounds descriptions, not having filed a subdivision plat, and

WHEREAS, E. L. Frailey, in selling lots in said Frailey Addition so as to exclude from said sales, tracts, parcels or pieces of land for use by the public for street and roadway purposes and for ingress and egress in and through said Frailey Addition, and

WHEREAS, the public, generally and specifically the citizens of the City of Jenks, Oklahoma, and the residents of the Frailey Addition, have utilized the streets and roadways and utility easements within the Frailey Addition and specifically those areas reserved by Mr. Frailey in his selling and conveying of property from his addition for their public convenience, and

WHEREAS, the City of Jenks has maintained the condition of the said streets and thoroughfares throughout the addition, and

WHEREAS, E. L. Frailey had intended to formally dedicate to the public all of the streets, roadways and utility easements within the said Frailey Addition, and as more specifically described herein below,

NOW THEREFORE, in consideration of the sum of One and No/100 Dollars (\$1.00) paid by the City of Jenks, Oklahoma, to E. L. Frailey and other good and valuable considerations, including the maintenance and upkeep of said streets and roadways over the past many years, the.

undersigned, E. L. Frailey, does hereby grant and convey and dedicate to the public and the City of Jenks for public use forever, all the streets, lanes, roadways and rights-of-way within the aforementioned Frailey Addition, which streets and roadways are more specifically described as follows, to-wit:

The following ⁺fracts, parcels, or pieces of land located in the Northeast Quarter of Section 24, Township 18 North, Range 12 East, Tulsa County, Oklahoma, specifically located in the City of Jenks, and more particularly described as follows:

"C" STREET

Beginning at a point 210 feet north of the East Quarter Corner of said Section 24; THENCE West a distance of 572.28 feet to a point, said point being 10 feet North of the Northeast Corner of Lot 1, Block 21 of Melody Lane Third Addition; THENCE North a distance of 40 feet to a point shown as the Northeast Corner of "C" Street right-of-way in Melody Lane Third Addition; THENCE East a distance of 572.28 feet to the East line of said Section 24; THENCE South along the section line 40 feet to the point of beginning, containing 0.5 acres more or less.

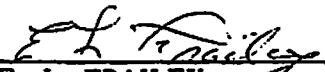
FOREST STREET
BETWEEN "C" STREET AND "F" STREET

Beginning at a point 1528.5 feet South and 389.86 feet West of the Northeast Corner of Section 24, Township 18 North, Range 12 East, Tulsa County, Oklahoma; THENCE West 50 feet to a point; THENCE South 867.5 feet to a point; THENCE East 50 feet to a point; THENCE North 867.5 feet to point of beginning, containing 1.0 acres more or less.

FOREST STREET AND "F" STREET

Point of beginning being 389.86 feet West of the Northeast Corner of Section 24, Township 18 North, Range 12 East, Tulsa County, Oklahoma; THENCE South 1478.5 feet to a point; THENCE East 389.86 feet to a point being East Section Line of said Section 24; THENCE South 50 feet along said section line to a point; THENCE West 439.86 feet to a point; THENCE North 1528.5 feet to a point on North Section Line of said Section 24; THENCE East 50 feet along North Section Line of said Section 24 to the said point of beginning, containing 2.2 acres more or less.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 17 day of June, 1974.


E. L. FRAILEY

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of June, 1974, personally appeared E. L. FRAILEY, 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 for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year above written.



Kathryn Beach
Notary Public

My commission expires:

8/2/75

ANITA HENSLI
COUNTY CLERK

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
1974 JUN 10 PM 2 59
Nicki Barber



528897

General Warranty Deed

(WITH SURVIVORSHIP CLAUSE)

BOOK 4244 PAGE 1563

10 day of December 1976

THIS INDENTURE, Made this

between EWING LANE FRAILEY, a single person; IRVIN LANE FRAILEY AND MARY MARGARET FRAILEY, his wife; ARTHUR MELVIN FRAILEY AND DORIS JEAN FRAILEY, his wife; SHIRLEY MAE KIRK AND C. L. KIRK, her husband; DENNIS ENLOE FRAILEY AND CAROL FRAILEY, his wife Part 1ES of the first part, and EVELYN FRANCES HYDE AND KENNETH HERBERT HYDE, HUSBAND AND WIFE

with the right of survivorship as hereinafter set out, part 1ES of the second part.

WITNESSETH: That in consideration of the sum of TEN and no'100s

DOLLARS,

and other good and valuable considerations, receipt whereof is hereby acknowledged, said parties of the first part do by these presents grant, bargain, sell and convey unto EVELYN FRANCES HYDE AND KENNETH HERBERT HYDE, husband and wife

as joint tenants, and not as tenants in common, on the death of one the survivor, the heirs and assigns of the survivor, to take the entire fee simple title, the following described real estate situated in Tulsa County, State of Oklahoma, to-wit:

A tract of land in the SE/4 of the NE/4 of Section 24, Township 18 North, Range 12 East, Tulsa County, Oklahoma, more particularly described as follows: Beginning at a point 572.29 feet West of the Southeast Corner of the NE/4 of Section 24, thence West 50 feet to a point that is 622.29 feet West of the Southeast Corner; thence North 210 feet to a point; thence East 50 feet to a point; thence South 210 feet to the point of beginning.

TO HAVE AND TO HOLD the same as joint tenants, and not as tenants in common, with the fee simple title in the survivor, the heirs and assigns of the survivor, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

AND said parties of the first part their heirs, successors, grantees, executors, and administrators, do hereby covenant and agree to and with said parties of the second part that, at the delivery of these presents, they are lawfully seized of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular, the above granted and described premises, with appurtenances; that the same are clear and discharged and unencumbered of and from all former and other grants, titles, charges, judgments, estates, liens, mortgages and encumbrances of whatsoever nature and kind, EXCEPT: Easements and building restrictions of record and of record not yet due;

WARRANT AND FOREVER DEFEND the same unto said parties of the second part, their heirs, successors and assigns against said parties of the first part, their heirs, successors and assigns, and all and every person or persons whomsoever lawfully claiming, or to claim the same.

IN WITNESS WHEREOF, part 1ES of the first part have executed or caused to be executed, this instrument the day and year first above written.

Ewing Lane Frailey
Arthur Melvin Frailey
Shirley Mae Kirk
Dennis Enloe Frailey
Carol Frailey
Ewing Lane Frailey
Arthur Melvin Frailey
Doris Jean Frailey
Irvin Lane Frailey

STATE OF OKLAHOMA,

County of Tulsa

(Oklahoma Form of Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10 day of December 1976, Ewing Lane Frailey, Arthur Melvin Frailey

and Doris Jean Frailey, personally appeared. I am known to be the identical person, who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses a

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

My commission expires 5/29/77

Betty K. Poked

Subject Tract
General Warranty Deed to Hyde
(1976)

STATE OF OKLAHOMA
TULSA COUNTY
RECORDED

76 DEC 28 PM 1 22

ANITA NESBITT
COUNTY CLERK

We, the grantees in the within and foregoing deed, do hereby accept the terms thereof and do hereby mutually agree that we have acquired and shall hold the property herein described as joint tenants, with right of survivorship and not as community property.

Grantees

STATE OF OKLAHOMA,

County of Tulsa

(Oklahoma Form of Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13 day of December, 1976, personally appeared Ervin Lane Frailey and Mary Margaret Frailey

and they are the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 9/26/77

Betty K. Robert
Notary Public

STATE OF OKLAHOMA,

County of Madison

(Oklahoma Form of Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of December, 1976, personally appeared Shirley Mae Kirk

and she is the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Jan 10, 1978

Virginia Norton
Notary Public

No. _____	General Warranty Deed (with Survivorship Clause)	FROM _____	TO _____	STATE OF OKLAHOMA, County of _____	This instrument was filed for record on the _____ day of _____ A. D., 19____ at _____ o'clock _____ M., and duly recorded in book _____ page _____ of the records of this office.	Clerk _____	By _____ Deputy Clerk _____	RECORD AND RETURN TO _____	Burthart Printing & Stationery Co., Tulsa, Okla.

STATE OF OKLAHOMA

County of Tulsa

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of December, 1976, personally appeared Dennis E. Frailey and Carol Frailey to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Expires: June 27, 1980

Dennis E. Frailey
Notary Public

Box 114, Jenks, Okla.

4317 1764

655253

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That EVELYN FRANCES HYDE and KENNETH HERBERT HYDE, 360

Wife and Husband, Parties of the First Part, in consideration of the sum of Ten and No/100 (\$10.00) and Other Good and Valuable Consideration, receipt of which is hereby acknowledged, said Parties of the First Part do by these presents grant, bargain, sell and convey unto EWING LANE FRAILY, Party of the Second Part, the following described real estate situated in Tulsa County, Oklahoma, to-wit:

A tract of land in the SE/4 of the NE/4 of Section 24, Township 18 North, Range 12 East, Tulsa County, Oklahoma, more particularly described as follows; Beginning at a point 572.29 feet West of the Southeast Corner of the NE/4 of Section 24, thence West 50 feet to a point that is 622.29 feet West of the Southeast Corner; thence North 210 feet to a point; thence East 50 feet to a point; thence South 210 feet to the point of beginning.

together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same, to have and to hold said described premises unto the said Party of the Second Part, his heirs and assigns forever free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature and kind, except: Easements and building restrictions of record and special assessments not yet due; and that grantors will warrant and forever defend the same unto said Party of the Second Part, his heirs, successors and assigns against said Parties of the First Part, their heirs, successors and assigns, and all and every person or persons whomsoever lawfully claiming, or to claim the same.

IN WITNESS WHEREOF, Parties of the First Part have executed or caused to be executed this instrument this 5th day of December, 1977.

Subject Tract
General Warranty Deed to Fraily
(1976)

Evelyn Frances Hyde
Evelyn Frances Hyde

Kenneth Herbert Hyde
Kenneth Herbert Hyde

Address of Grantors: Rural Route 1,
Independence, Iowa 50644

STATE OF IOWA)
) ss:
BUCHANAN COUNTY)

On this 5 day of December, 19 77, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Evelyn Frances Hyde and Kenneth Herbert Hyde, to me known to be the identical persons named in and who executed foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

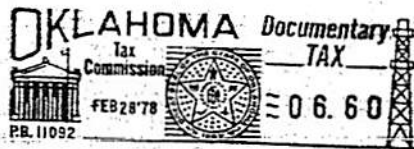
Ronald L. Hoyer

Notary Public in and for the State of Iowa

My Commission expires September 30, 1980.



6.60



STATE OF OKLAHOMA
TULSA COUNTY
FILED FOR RECORD

'78 MAR 27 AM11 36

ANITA HESBITT
COUNTY CLERK

533666

BOOK 4247 PAGE 615

STATE OF OKLAHOMA

TULSA COUNTY

Helma Wilson

'77 JAN 19 AM 11 52

ANITA ROBBITT
COUNTY CLERK

Quitclaim deed made January 14 , 1977, between Ewing L. Frailey, of 708 East E Street, City of Jenks, County of Tulsa, State of Oklahoma, herein referred to as dedicator, and the City of Jenks, County of Tulsa, State of Oklahoma, herein referred to as dedicatee.

250

Dedicator, in consideration of Ten Dollars (\$10.00), to him paid by the dedicatee, does hereby dedicate, release, remise and quitclaim to dedicatee, to have and to hold for the public use for the purpose of a street all that certain land described as follows:

Beginning at a point 622.29 Feet West and 210 Feet North of the Southeast Corner of the Northeast Quarter of Section 24 Township 18 North, Range 12 East, Tulsa County, Oklahoma; Thence North 40 Feet to a point; thence East 50 Feet to a point; thence South 40 Feet to a point; thence West 50 Feet to the point of beginning.

Dedicatee to have and to hold said described premises forever.

Signed and delivered this 14 day of January, 1977.

X *Ewing L. Frailey*
EWING L. FRAILEY

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 14 day of January, 1977, personally appeared Ewing L. Frailey, to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

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

My commission expires 9/26/77



Betty R. Roberts
Notary Public



Additional C Street Dedication
(1977)

DEVELOPMENT TEXT

712 W C STREET

VARIANCE

Question 1 Continued: The research indicates that the property was originally created as remnant tract of two sales that transpired in 1965 and 1972. The property was then transferred by deed in 1976 and was later a part of County Treasure's sale in 2000. The purchaser in 2000 owned the property till 2018 when it was sold to the current owner. This is 8 years after any requirement for quiet Title after a County Treasure's sale. The Parcel being created in 1972 established it as pre-existing non-conforming. Then Lot of Record would be further reinforced by the Tax Sale of the property in 2000. The Zoning of the property is RS-1 which requires a 100 foot road frontage. The smallest width allowed by right in the zoning code would be an RS-3 zone which would still require a 65 foot width. There is nothing to gain from any zone change of the property. The RS-1 zoning in this area remains because the area has not been included in a subdivision. Therefore, would not be consistent with the area to require a zone change and would not help in meeting the requirements of the code. The current owner purchased the property in good faith that it was zoned residential and could be developed for residential use. The variance to allow a single family dwelling on a parcel that is 50 feet in width is the relief requested and would be considered an appropriate request in consideration of development practices in other parts of the city. To deny the variance would cause grave hardship to a parcel that is considered a legal lot of record.

Question 2. Fifty foot width lots may be a common practice in Planned Unit Developments located in the southern areas of the city or in areas of the city that were platted with 25 foot lots in 1905. The intent for these areas would not be recognized as the same zoning district. The concern that the variance criteria is addressing is to start a development pattern that should be handled through the development process not a variance. This situation doesn't commonly exist. This is a situation was created prior to zoning and continued with a Tax Sale. The current condition does not apply to other lots in the area. Though it is recognized that the area was sold prior to zoning without a subdivision plat the 100 foot width was generally adhered to in the area.

