TULSA METROPOLITAN AREA PLANNING COMMISSION
INCOG - 2 West 2nd Street, Suite 800 - Tulsa, Oklahoma 74103 - (918) 584-7526 - FAX (918) 583-1024 tulaplan.org

[X] SUBDIVISION PLAT  [ ] MINOR SUBDIVISION PLAT

APPLICATION INFORMATION
RECEIVED BY: DATE FILED: PLAT NAME: Enclave II at Addison Creek

[X] CITY [ ] COUNTY REFERRAL CITIES:

SUBDIVISION PLAT SCHEDULE REFERENCE CASES
PUBLIC AGENCY REVIEW: ZONING/PUD/CO CASE: PUD-828, Z-7295, Z-7337
TMAPC:
TMAPC DATE:
BOA CASE:
BOA DATE:

SUBJECT PROPERTY INFORMATION
ADDRESS OR DESCRIPTIVE LOCATION: South of the SW corner of the 121st St S. and Sheridan Rd. intersection TRACT SIZE: 27.804 ac., m/f
LEGAL DESCRIPTION: See attached plat

WATER SUPPLY: City of Tulsa SANITARY SEWER: City of Tulsa
ELECTRIC: AEP-PSO GAS: ONG PHONE: BTC Broadband TV: Cox Communications SCHOOL DISTRICT: Bixby

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE:
Single-family residential

PROPOSED ZONING: no change LOTS PROPOSED: 106 BLOCKS PROPOSED: 9

APPLICANT INFORMATION
NAME Tanner Consulting, LLC
ADDRESS 5323 S. Lewis Ave.
CITY, ST, ZIP Tulsa, OK 74105
DAYTIME PHONE (918) 745-9929
EMAIL eennyart@tannerbaits.com

PROPERTY OWNER INFORMATION
NAME Stone Horse Development, LLC
ADDRESS 12150 E. 96th St. N. Suite 200
CITY, ST, ZIP Owasso, OK 74055
DAYTIME PHONE (918) 376-6533
EMAIL brian@simmonsourtis.com

I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.
SIGNATURE & DATE: 04/17/2021

DOES OWNER CONSENT TO THIS APPLICATION [X] YES [ ] NO
WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Engineer/Surveyor/Planner

APPLICATION FEES (Make checks payable to INCOG)
PRELIMINARY PLAT FEE: $1,200
FINAL PLAT FEE: $900
MINOR PLAT FEE: $650
TOTAL AMOUNT DUE: $1,200

APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

PRELIMINARY PLAT DISPOSITION
TMAPC ACTION: [ ] APPROVED [ ] DENIED
DATE/VOTE:
CONDITIONS:

SUBMITTAL REQUIREMENTS:
Checklists for all submittals are available at tulaplan.org.

Preliminary Plats – Application, Checklist, 4 folded full-size copies & PDF of plat, deed of dedication, and Conceptual Improvement Plan
Draft Final Plats – 4 folded full-size copies & PDF
Final Plats for Signatures – 8-10 rolled full-size copies, fully executed by owner, surveyor, and engineer

REVISED 2/17/2021
SUBDIVISION PRE-APPLICATION REVIEW

PROJECT INFORMATION

Subdivision Location: South of the Southwest Corner of 121st St. S. and Sheridan Rd.

Acreage: 27.804 Number of Lots: 106 Project Name: Enclave II at Addison Creek

Owner of Property: Stone Horse Development, LLC

Person Requesting Review: Erik Enyart Date: February 17, 2021

COMPREHENSIVE PLAN STATUS

LAND USE DESIGNATION: New Neighborhood GROWTH OR STABILITY DESIGNATION: Growth

The property [X] CONFORMS [ ] DOES NOT CONFORM to the Major Street and Highway Plan.

ZONING AND PLATTING

The property is currently zoned RS-3/PUD-828 (RS-3 for part per Z-7337), and may be used for single-family resid. uses. The proposed use of Single-family residential [X] WOULD or [ ] WOULD NOT conform to the zoning district classification.

Minimum lot size required: 6,000 (PUD-828) / 6,900 square feet (RS-3)

Is the property is located within an approved development plan? [X] YES [ ] NO

If yes, does the project conform to all development standards? [X] YES [ ] NO

Is there a Rezoning or Board of Adjustment case pending on the site? [ ] YES [X] NO Case number:

When are the anticipated TMAPC and City Council, or Board of Adjustment meeting dates?

INFRASTRUCTURE NEEDS

A brief summary of major infrastructure to be provided and by whom:

Streets Public streets by developer

Water City of Tulsa by developer

Sewer City of Tulsa by developer

Storm Water/Drainage Public stormsewer by developer

Park and Trail Dedications Sidewalks, private recreational facilities will be privately dedicated, owned, and maintained

Please consider the items in this Pre-Application Review carefully.

This conceptual pre-development review is not intended to be all-inclusive, but rather to address the major development criteria, which should be thoroughly studied as development plans progress. Relevant Federal and State Statutes, as well as TMAPC Subdivision Regulations, Design Criteria, Zoning Codes, and other relevant local codes and policies should be reviewed and incorporated into future plans.

Please contact the Subdivision Coordinator at any time at 584-7526 if you have questions about the development process in the Tulsa Metropolitan Area.
SUBDIVISION PLAT PROCESS

MEETING SCHEDULE

Public Agency Review (PAR) Date (Preliminary plats): Thursday, ______________________ 1:30 p.m.
Large Conference Room, 8th Floor, INCOG, 2 West 2nd Street

Tulsa Metropolitan Area Planning Commission (TMAPC) Date (Preliminary plats): Wednesday, ______________________ 1:30 p.m.
Tulsa City Council Room, 2nd Level, One Technology Center, 175 East 2nd Street

PRELIMINARY PLAT PROCESS

1. Applicant submits preliminary plat/covenants, conceptual improvements plan, completed application, and fees. Plat is scheduled for PAR meeting and TMAPC public hearing.
2. Staff distributes preliminary plat to PAR members for review.
3. Applicant, staff, and PAR members meet to review requirements for approval of preliminary plat.
4. TMAPC holds public hearing to consider approval of preliminary plat. Approval of a preliminary plat expires after one year.

FINAL PLAT PROCESS

1. Applicant prepares “draft final” plat in accordance with all TMAPC and PAR requirements of preliminary plat approval. Staff will review and stamp “Draft Final” and digitally stamp “Draft Final” PDF submittal.
2. If revisions are made after the first “draft final” plat submittal, new plats shall be submitted and clearly identify all revisions on the face of the plat and in the covenants by either clouding or shading. There shall be a clear identifying mark (usually a small triangle) containing a revision number attached to each clouded or shaded item and a table of revision numbers and revision dates. In addition, a brief description of the nature of the revision should be included in the table.
3. Applicant distributes “draft final” for release as follows: 1 copy - TMAPC staff; 2 copies - Development Services; PDF – Utility Providers
4. Release letters are required from the following: City of Tulsa Development Services OR County Engineer, water and sanitary sewer service providers; City Legal Department (if property is within the city limits of Tulsa); electric, gas, telephone and TV utility service providers. Release letters shall indicate the latest revision date for which the plat is being released.
5. Revisions submitted subsequent to being released shall be reviewed and released again. TMAPC staff must have the latest final plat incorporating all of the revisions before placing on the agenda for approval by the Planning Commission.
6. Staff will schedule “draft final” plat for TMAPC approval after we receive all release letters and have confirmed that the release letters pertain to the latest revised version of the plat. Submittals required per Section 3.6.5 of the Subdivision Regulations must be received before the Final Plat is considered by TMAPC.
7. TMAPC considers approval of final plat.
8. Applicant submits final recordable documents with original notarized signatures to TMAPC staff.
9. Staff obtains signatures from TMAPC, City Attorney, City Engineering, Mayor and City Council for plats in City of Tulsa. For plats in unincorporated Tulsa County, staff obtains signatures from TMAPC and County Engineer.
10. Staff returns final signed documents to applicant for filing with the County Clerk. Final documents must be filed within one year of TMAPC final plat approval. One filed paper copy and the 2 required electronic discs are delivered to staff.
Deed of Dedication

BETWEEN ALL SUCH TITLE HOLDERS.

THIS DEED OF DEDICATION, LICENSE AGREEMENT, EACH PARTY HEREBY AGREED TO AND ACCEPTED, SELLS, CONVEYING AND TRANSFERS TO THE "PUD-828" PROPERTY OWNERS' ASSOCIATION, A AUGMENTATION, OR ANY PART OF THE "PUD-828" PROPERTY OWNERS' ASSOCIATION, A DEVELOPMENT OF TULSA, OKLAHOMA.

A. APPURTENANCE

1. AN APPURTENANCE OF THE SUPPLY OF ELECTRIC, TELEPHONE, AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE POSTED UTILITY CONDOMINIUM OF THE SUSPECTED STRUCTURES AND OFFERING SERVICE TO ANY OF THE SUSPECTED STRUCTURES, INCLUDING BUT NOT LIMITED TO, PIPELINES, CABLE TELEVISION, TELEPHONE, AND GAS SERVICE TIMESTAMPED IN THE SUBDIVISION'S EASEMENTS DESIGNATION FOR UNDERGROUND UTILITY SERVICES AS DEPICTED OR DESCRIBED IN THE ACCOMPANYING PLAT. WHERE THE SUSPECTED STRUCTURE, INCLUDING BUT NOT LIMITED TO, PIPELINES, CABLE TELEVISION, TELEPHONE, AND GAS SERVICE, IS LOCATED IN THE SUBDIVISION'S EASEMENTS DESIGNATION FOR UNDERGROUND UTILITY SERVICES AS DEPICTED OR DESCRIBED IN THE ACCOMPANYING PLAT.

2. SUBSIDING SERVICES FOR COMMUNITY EASEMENTS.


4. THE OWNER OF ANY APPURTENANCE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE SUBDIVISION'S COMMUNITY EASEMENTS AND THE COMMUNITY EASEMENTS' OWNERS OR BENEFICIARIES, AND SHALL BE EXCLUSIVE OF ANY ACTIVITY RELATED TO ANY OF THE OTHER APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES CAUSED BY SUCH APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES.

5. THE APPURTENANCES SET FORTH IN THIS SUBSECTION A. SHALL BE EXCLUSIVE OF EACH OTHER APPURTENANCE AND EACH OTHER APPURTENANCE'S OWNERS OR BENEFICIARIES.

B. OWNERSHIP

1. THE OWNER OF ANY APPURTENANCE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE APPURTENANCE AND THE APPURTENANCE'S OWNERS OR BENEFICIARIES, AND THE APPURTENANCE'S OWNERS OR BENEFICIARIES SHALL BE EXCLUSIVE OF ANY ACTIVITY RELATED TO ANY OTHER APPURTENANCE OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES CAUSED BY SUCH APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES.

2. THE OWNER OR THE APPURTENANCE'S OWNERS OR BENEFICIARIES SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE APPURTENANCE AND THE APPURTENANCE'S OWNERS OR BENEFICIARIES, AND THE APPURTENANCE'S OWNERS OR BENEFICIARIES SHALL BE EXCLUSIVE OF ANY ACTIVITY RELATED TO ANY OTHER APPURTENANCE OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES CAUSED BY SUCH APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES.

3. THE AUTHORITY OF ANY APPURTENANCE SHALL BE EXCLUSIVE OF ANY ACTIVITY RELATED TO ANY OTHER APPURTENANCE OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES CAUSED BY SUCH APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES.

4. THE OWNER OF ANY APPURTENANCE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE APPURTENANCE AND THE APPURTENANCE'S OWNERS OR BENEFICIARIES, AND THE APPURTENANCE'S OWNERS OR BENEFICIARIES SHALL BE EXCLUSIVE OF ANY ACTIVITY RELATED TO ANY OTHER APPURTENANCE OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES CAUSED BY SUCH APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES.

5. THE APPURTENANCES SET FORTH IN THIS SUBSECTION B. SHALL BE EXCLUSIVE OF EACH OTHER APPURTENANCE AND EACH OTHER APPURTENANCE'S OWNERS OR BENEFICIARIES.

C. EASEMENTS, SANITARY, AND SERVICE EASEMENT

1. THE OWNER OR THE APPURTENANCE'S OWNERS OR BENEFICIARIES SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE APPURTENANCE AND THE APPURTENANCE'S OWNERS OR BENEFICIARIES, AND THE APPURTENANCE'S OWNERS OR BENEFICIARIES SHALL BE EXCLUSIVE OF ANY ACTIVITY RELATED TO ANY OTHER APPURTENANCE OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES CAUSED BY SUCH APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES.

2. THE OWNER OR THE APPURTENANCE'S OWNERS OR BENEFICIARIES SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE APPURTENANCE AND THE APPURTENANCE'S OWNERS OR BENEFICIARIES, AND THE APPURTENANCE'S OWNERS OR BENEFICIARIES SHALL BE EXCLUSIVE OF ANY ACTIVITY RELATED TO ANY OTHER APPURTENANCE OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES CAUSED BY SUCH APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES.

3. THE OWNER OR THE APPURTENANCE'S OWNERS OR BENEFICIARIES SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE APPURTENANCE AND THE APPURTENANCE'S OWNERS OR BENEFICIARIES, AND THE APPURTENANCE'S OWNERS OR BENEFICIARIES SHALL BE EXCLUSIVE OF ANY ACTIVITY RELATED TO ANY OTHER APPURTENANCE OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES CAUSED BY SUCH APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES.

4. THE OWNER OR THE APPURTENANCE'S OWNERS OR BENEFICIARIES SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE APPURTENANCE AND THE APPURTENANCE'S OWNERS OR BENEFICIARIES, AND THE APPURTENANCE'S OWNERS OR BENEFICIARIES SHALL BE EXCLUSIVE OF ANY ACTIVITY RELATED TO ANY OTHER APPURTENANCE OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES CAUSED BY SUCH APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES OR ANY ACTIVITY RELATED TO THE APPURTENANCES' OWNERS OR BENEFICIARIES.

5. THE APPURTENANCES SET FORTH IN THIS SUBSECTION C. SHALL BE EXCLUSIVE OF EACH OTHER APPURTENANCE AND EACH OTHER APPURTENANCE'S OWNERS OR BENEFICIARIES.
Deed of Dedication (Continued)

SECTION IV. PROPERTY OWNERS ASSOCIATION

A. FORMATION OF PROPERTY OWNERS ASSOCIATION

The owners of property shall own a copy of these covenants and shall be deemed members of the Association and shall be bound thereby. The Association is hereby created for the purpose of developing, maintaining, and enforcing the Uniform Covenants on all real property existing within the project. The Association shall have the right to sue and be sued in its own name in the name of the Association.

B. PRIVY RESTRICTIONS AND COVENANTS

For the benefit of the Association and all owners within the subdivision, the Owner shall execute an architectural review committee and agree for the land, lots, and improvements thereon and within the project to be subject to the Uniform Covenants. The Uniform Covenants shall be recorded by the Association in the office of the County Clerk in the county where the project is located and shall become a part of the title to any lot or improvements thereon. The Uniform Covenants shall be recorded in the office of the County Clerk in the county where the project is located and shall become a part of the title to any lot or improvements thereon. Any violation of the Uniform Covenants shall be subject to enforcement by the Association or by the owner of any lot or improvements thereon in a court of competent jurisdiction.

C. AMENDMENT OR TERMINATION

The Association, by a majority of the votes of the members of the Association voting at an annual meeting, may amend or terminate this deed of dedication. A written notice of any amendment or termination shall be given to each owner of any lot or improvements thereon within the project and a copy of the amendment or termination shall be recorded in the office of the County Clerk in the county where the project is located and shall become a part of the title to any lot or improvements thereon.

SECTION V. ENFORCEMENT, AMENDMENT, OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owners of the land. The enforcement of any covenant shall be by the owners of the land, and the Association or the Association's successor in interest, and any other person or persons with or without process, may enforce the same in a court of equity or in a court of law. The Association is hereby authorized to sue in its own name in any court of competent jurisdiction to enforce any restriction or covenant herein set forth.

B. SURVIVOR

This Deed of Dedication, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of the deed of dedication. Termination of any covenant, restriction, or limitation as further stated in said filed document.

C. PROPERTY OWNERS ASSOCIATION

The defense that the party initiating the equitable proceeding has an adequate remedy at law shall not be deemed a defense to the enforcement of any restriction, covenant, or limitation herein set forth.

D. CURRENCIES

The term "currencies" or "currencies owned" shall be interpreted as including all currencies and their equivalents.

E. ADDRESS

The address for any notice or demand required hereunder, or any suit to enforce any covenant, shall be the address of the party or parties to the covenant.

F. SEVERABILITY

If any provision of this deed of dedication is held to be invalid or unenforceable, the remainder of this document shall remain in full force and effect.

IN WITNESS WHEREOF, PRELIMINARY PLAT, ADDISON CREEK, LLC, THE ASSOCIATION LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT ON THE ____________, _______________, 2021.

STATE OF OKLAHOMA

This 19th day of July, 2021, before me, the undersigned, a justice public in and for said county and state, on oath, personally appeared and acknowledged the parties to be the persons described in and who executed the instrument before me and personally signed the same in my presence, and that the signatures were the genuine signatures of the parties thereto.

JENNIFER MILLER, NOTARY PUBLIC

WASHINGTON, D.C., ST. LOUIS, LIMITATION COMPANY HAS EXECUTED THIS INSTRUMENT ON THE ____________, _______________, 2021.

STATE OF MISSOURI

This 19th day of July, 2021, before me, the undersigned, a justice public in and for said county and state, on oath, personally appeared and acknowledged the parties to be the persons described in and who executed the instrument before me and personally signed the same in my presence, and that the signatures were the genuine signatures of the parties thereto.

JENNIFER MILLER, NOTARY PUBLIC

WASHINGTON, D.C., ST. LOUIS, LIMITATION COMPANY HAS EXECUTED THIS INSTRUMENT ON THE ____________, _______________, 2021.
Notes:

1. This Plat shows the locations and number of boundaries for the practice of professional land surveying in accordance with the laws of Oklahoma. This Plat is the result of measuring coordinates and measuring distances in accordance with the following references:

   a. The bearings between said monuments shall be the 1983 North American Datum (NAD83);
   b. The following monuments shall be the 125th Anniversary McDonald Monument.

2. The bearings between said monuments shall be the 1983 North American Datum (NAD83);

3. All property corners are set in black ink with yellow cap stakes upon concrete monuments.

4. All property corners are set at the Southeast corner of the Northeast Quarter of Section 3.

5. Address shown on this Plat are the number at the time the Plat was filed. Addresses are subject to change as new addresses must be assigned in place of the legal descriptions.

6. Access to the Town of Plats has been approved by the City of Tulsa's Department of Public Works for the creation of a Town of Plat. This Plat is intended to be used as a guide in the development of the Enclave at Addison Creek.

ENCLAVE AT ADDISON CREEK
PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA


dated February 18, 2021

Proposed  Sanitary Sewer
Proposed  Storm Sewer
Proposed  Waterline

TANNER RLS 1435

FIRE HYDRANT
UTILITY EASEMENT
RIGHT-OF-WAY
RESERVE
LIMITS OF NO ACCESS
EASEMENT
DOCUMENT
DELTA ANGLE
EASEMENT
BUILDING LINE & UTILITY
OVERLAND DRAINAGE EASEMENT
GOVERNMENT
CENTERLINE
CHORD DISTANCE
STORM SEWER INLET
ADDRESS ASSIGNED

LEGEND

GROSS SUBDIVISION AREA:  27.804 ACRES
ONE HUNDRED AND SIX (106) LOTS
WITH TWO (2) RESERVE AREAS
SUBDIVISION CONTAINS:

SCALE: 1"= 2000'