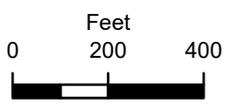


**SUBJECT TRACT**

**BOA-23364**



19-13 34



14.1

# BOARD OF ADJUSTMENT CASE REPORT

**STR:** 9334

Case Number: **BOA-23364**

**CZM:** 48

**CD:** 9

**HEARING DATE:** 06/14/2022 1:00 PM

**APPLICANT:** Susan Jones

**ACTION REQUESTED:** Variance to reduce the 3-foot setback for a detached accessory building from the rear lot line (Sec. 90.090-C.2.b)

**LOCATION:** 5922 E 54 ST S

**ZONED:** RS-2

**PRESENT USE:** Residential

**TRACT SIZE:** 19606.44 SQ FT

**LEGAL DESCRIPTION:** LT 14 BLK 3, CARTER PLAZA EXT ADDN AMD

**RELEVANT PREVIOUS ACTIONS:** None.

**RELATIONSHIP TO THE COMPREHENSIVE PLAN:** The Tulsa Comprehensive Plan identifies the subject property as part of an "Existing Neighborhood" and an "Area of Stability".

An **Existing Neighborhood** is intended to preserve and enhance Tulsa's existing single-family neighborhoods. Development activities in these areas should be limited to the rehabilitation, improvement or replacement of existing homes, and small-scale infill projects, as permitted through clear and objective setback, height, and other development standards of the zoning code.

The **Areas of Stability** include approximately 75% of the city's total parcels. Existing residential neighborhoods, where change is expected to be minimal, make up a large proportion of the Areas of Stability. The ideal for the Areas of Stability is to identify and maintain the valued character of an area while accommodating the rehabilitation, improvement or replacement of existing homes, and small-scale infill projects. The concept of stability and growth is specifically designed to enhance the unique qualities of older neighborhoods that are looking for new ways to preserve their character and quality of life. The concept of stability and growth is specifically designed to enhance the unique qualities of older neighborhoods that are looking for new ways to preserve their character and quality of life.

**ANALYSIS OF SURROUNDING AREA:** The subject tract is located at the intersection of E. 54<sup>th</sup> St. S. and S. Lakewood Ave.

**STATEMENT OF HARDSHIP:** Structure is existing- we followed the city staff directed and cannot move the structure.

**STAFF COMMENTS:** The applicant is requesting a **Variance** to reduce the 3-foot setback for a detached accessory building from the rear lot line (Sec. 90.090-C.2.b)

Chapter 90 | Measurements  
Section 90.090 | Setbacks

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- b. Detached accessory buildings, including accessory dwelling units,** in the rear setbacks must be set back at least 3 feet from all interior lot lines. For lot lines abutting street right-of-way, detached accessory buildings, including accessory dwelling units, must comply with the same setback requirements that apply to principal buildings.

The statement of hardship does not address any unique the physical surroundings, shape, or topographical conditions of the subject property that presents a hardship to the property owner. The applicant may wish to explain why there is no other portion of the property that the structure that can be moved to comply with the code. The structure was built inside a 7.5-foot Utility Easement, included in your packet is a copy of a recorded agreement for construction inside that easement. It is important for the applicant to verify the eave distance to the lot line, as described the structure is 19" from the lot line.

**SAMPLE MOTION:** Move to \_\_\_\_\_ (approve/deny) a **Variance** to reduce the 3-foot setback for a detached accessory building from the rear lot line (Sec. 90.090-C.2.b)

- Finding the hardship(s) to be \_\_\_\_\_.
- Per the Conceptual Plan(s) shown on page(s) \_\_\_\_\_ of the agenda packet.
- Subject to the following conditions \_\_\_\_\_.

In granting the **Variance** the Board finds that the following facts, favorable to the property owner, have been established:

- a. That the physical surroundings, shape, or topographical conditions of the subject property would result in unnecessary hardships or practical difficulties for the property owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;*
- b. That literal enforcement of the subject zoning code provision is not necessary to achieve the provision's intended purpose;*
- c. That the conditions leading to the need of the requested variance are unique to the subject property and not applicable, generally, to other property within the same zoning classification;*
- d. That the alleged practical difficulty or unnecessary hardship was not created or self-imposed by the current property owner;*
- e. That the variance to be granted is the minimum variance that will afford relief;*
- f. That the variance to be granted will not alter the essential character of the neighborhood in which the subject property is located, nor substantially or permanently impair use or development of adjacent property; and*
- g. That the variance to be granted will not cause substantial detriment to the public good or impair the purposes, spirit, and intent of this zoning code or the comprehensive plan."*



***Subject property***

**Danny Whiteman**  
Zoning Official  
Plans Examiner II

TEL (918) 596-9664  
dwhiteman@cityoftulsa.org



## DEVELOPMENT SERVICES

175 EAST 2<sup>nd</sup> STREET, SUITE 450  
TULSA, OKLAHOMA 74103

## ZONING CLEARANCE PLAN REVIEW

4/28/2022

LOD No. 1

**Susan Jones**  
5922 E. 54<sup>th</sup> St.  
Tulsa, OK 74135

**APPLICATION NO: BLDR-100151-2021** (PLEASE REFERENCE THIS NUMBER WHEN CONTACTING OUR OFFICE)

**Project Location: 5922 E. 54<sup>th</sup> St.**

**Description: Detached covered patio**

### INFORMATION ABOUT SUBMITTING REVISIONS

OUR REVIEW HAS IDENTIFIED THE FOLLOWING CODE OMISSIONS OR DEFICIENCIES IN THE PROJECT APPLICATION FORMS, DRAWINGS, AND/OR SPECIFICATIONS. THE DOCUMENTS SHALL BE REVISED TO COMPLY WITH THE REFERENCED CODE SECTIONS.

#### REVISIONS NEED TO INCLUDE THE FOLLOWING:

1. A COPY OF THIS DEFICIENCY LETTER
2. A WRITTEN RESPONSE AS TO HOW EACH REVIEW COMMENT HAS BEEN RESOLVED
3. THE COMPLETED REVISED/ADDITIONAL PLANS FORM (SEE ATTACHED)
4. BOARD OF ADJUSTMENT APPROVAL DOCUMENTS, IF RELEVANT

REVISIONS SHALL BE SUBMITTED DIRECTLY TO THE CITY OF TULSA PERMIT CENTER LOCATED AT 175 EAST 2<sup>nd</sup> STREET, SUITE 450, TULSA, OKLAHOMA 74103, PHONE (918) 596-9601. THE CITY OF TULSA WILL ASSESS A RESUBMITTAL FEE. DO NOT SUBMIT REVISIONS TO THE PLANS EXAMINERS.

**SUBMITTALS FAXED / EMAILED TO PLANS EXAMINERS WILL NOT BE ACCEPTED.**

### IMPORTANT INFORMATION

1. SUBMIT TWO (2) SETS [4 SETS IF HEALTH DEPARTMENT REVIEW IS REQUIRED] OF REVISED OR ADDITIONAL PLANS. REVISIONS SHALL BE IDENTIFIED WITH CLOUDS AND REVISION MARKS.
2. INFORMATION ABOUT ZONING CODE, INDIAN NATION COUNCIL OF GOVERNMENT (INCOG), BOARD OF ADJUSTMENT (BOA), AND TULSA METROPOLITAN AREA PLANNING COMMISSION (TMAPC) IS AVAILABLE ONLINE AT [WWW.INCOG.ORG](http://WWW.INCOG.ORG) OR AT INCOG OFFICES AT 2 W. 2<sup>nd</sup> ST., 8<sup>th</sup> FLOOR, TULSA, OK, 74103, PHONE (918) 584-7526.
3. A COPY OF A "RECORD SEARCH"  IS  IS NOT INCLUDED WITH THIS LETTER. PLEASE PRESENT THE "RECORD SEARCH" ALONG WITH THIS LETTER TO INCOG STAFF AT TIME OF APPLYING FOR BOARD OF ADJUSTMENT ACTION AT INCOG. UPON APPROVAL BY THE BOARD OF ADJUSTMENT, INCOG STAFF WILL PROVIDE THE APPROVAL DOCUMENTS TO YOU FOR IMMEDIATE SUBMITTAL TO OUR OFFICE. (See revisions submittal procedure above.).

(continued)

## REVIEW COMMENTS

SECTIONS REFERENCED BELOW ARE FROM THE CITY OF TULSA ZONING CODE TITLE 42 AND CAN BE VIEWED AT  
<http://tulsaplanning.org/plans/TulsaZoningCode.pdf>

Application No. BLDR-100151-2021

### 1. Section 90.090-C.2.b: Detached Accessory Buildings

Detached accessory buildings, including accessory dwelling units, in the rear setbacks must be set back at least 3 feet from all interior lot lines. For lot lines abutting street right-of-way, detached accessory buildings, including accessory dwelling units, must comply with the same setback requirements that apply to principal buildings.

**Review comments:** Buildings that are allowed to be in the rear setback per this code section must be set back at least 3 feet from all interior lot lines. The revised site plan shows this structure to only be set back 19" from your fence. Revise the plans to show the covered patio to be set back at least 3 feet from the east property line. Alternatively, you may request a variance from the Board of Adjustment for an accessory building in the rear setback to be located 19" from the rear property line.

The zoning review will resume after these modified plans and/or BOA approval documents are submitted.

**Note:** Please direct all questions concerning variances, special exceptions, alternative landscape plans, alternative compliance parking ratios and all questions regarding (BOA) or (TMAPC) application forms and fees to an INCOG representative at 584-7526. It is your responsibility to submit to our offices documentation of any appeal decisions by an authorized decision making body affecting the status of your application so we may continue to process your application. INCOG does not act as your legal or responsible agent in submitting documents to the City of Tulsa on your behalf. Staff review comments may sometimes identify compliance methods as provided in the Tulsa Zoning Code. The permit applicant is responsible for exploring all or any options available to address the noncompliance and submit the selected compliance option for review. Staff review makes neither representation nor recommendation as to any optimal method of code solution for the project.

This letter of deficiencies covers Zoning plan review items only. You may receive additional letters from other disciplines such as Building or Water/Sewer/Drainage for items not addressed in this letter. A hard copy of this letter is available upon request by the applicant. Please Notify Plans Examiner By Email When You Have Submitted A Revision. If you originally submit paper plans, revisions must be submitted as paper plans. If you submit online, revisions must be submitted online

## END -ZONING CODE REVIEW

**NOTE:** THIS CONSTITUTES A PLAN REVIEW TO DATE IN RESPONSE TO THE SUBMITTED INFORMATION ASSOCIATED WITH THE ABOVE REFERENCED APPLICATION. ADDITIONAL ISSUES MAY DEVELOP WHEN THE REVIEW CONTINUES UPON RECEIPT OF ADDITIONAL INFORMATION REQUESTED IN THIS LETTER OR UPON ADDITIONAL SUBMITTAL FROM THE APPLICANT.

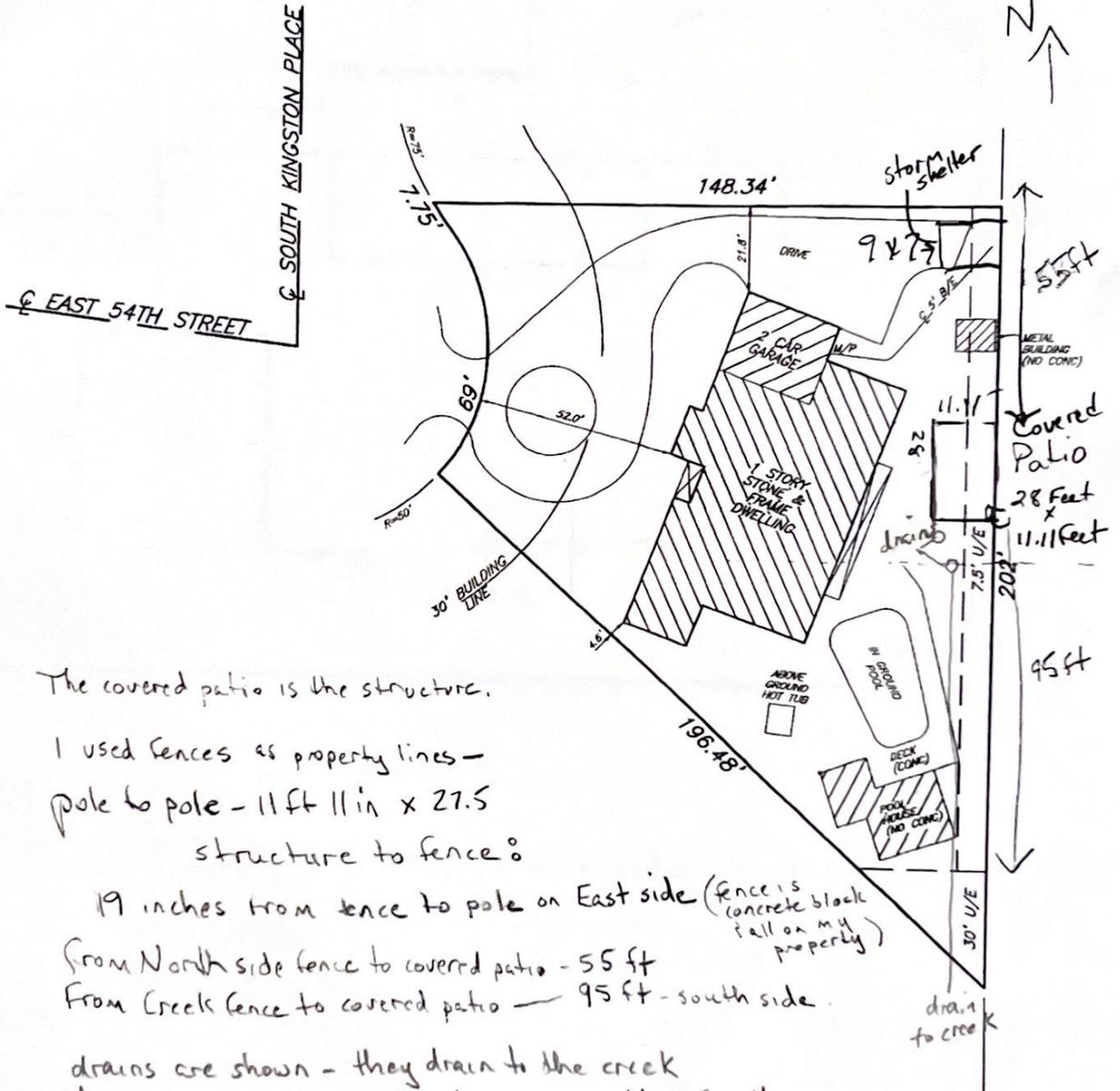
KEEP OUR OFFICE ADVISED OF ANY ACTION BY THE CITY OF TULSA BOARD OF ADJUSTMENT OR TULSA METROPOLITAN AREA PLANNING COMMISSION AFFECTING THE STATUS OF YOUR APPLICATION FOR A ZONING CLEARANCE PERMIT.

INVOICE NO.: COT 09-46324  
 MORTGAGOR: JONES, SUSAN E.

CLIENT: CLOSINGS OF TULSA, L.L.C.  
 BANK OF OKLAHOMA, NA  
 09-4010



THIS PROPERTY LIES IN ZONE "X-SHADED & AE" FLOOD HAZARD AREA PER F.I.R.M. COMMUNITY PANEL NO. 405381 050BJ, AS LAST REVISED 4/16/03.



The covered patio is the structure.

I used fences as property lines - pole to pole - 11 ft 11 in x 27.5 structure to fence:

19 inches from fence to pole on East side (fence is concrete block fall on my property)

From North side fence to covered patio - 55 ft

From Creek fence to covered patio - 95 ft - south side

drains are shown - they drain to the creek

there are gutters on both sides running N to S - they drain into our yard -

LEGAL DESCRIPTION AS PROVIDED:

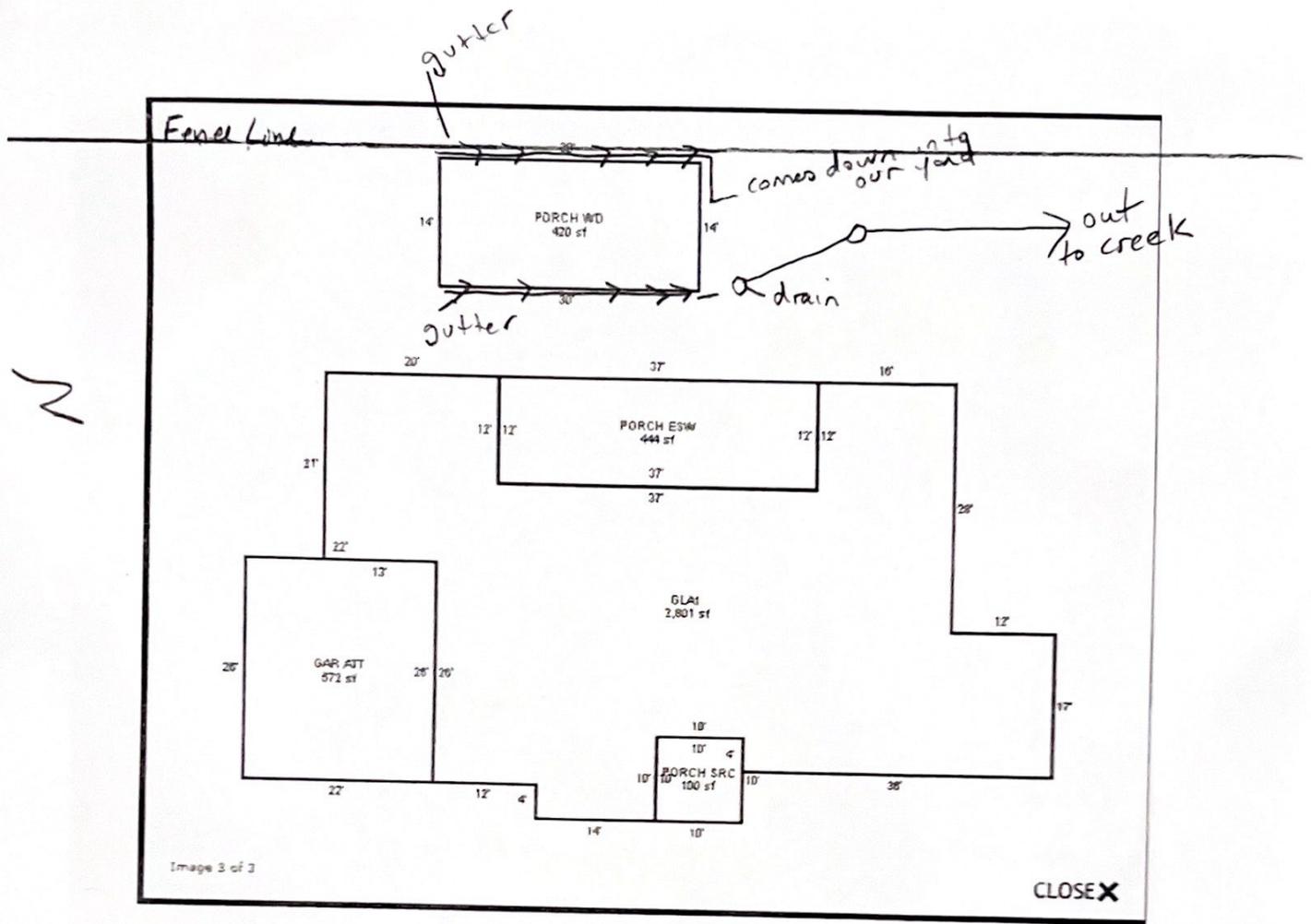
LOT FOURTEEN (14), BLOCK THREE (3), AMENDED CARTER PLAZA EXTENDED ADDITION, AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND KNOWN AS 5922 EAST 54TH STREET.

SURVEYOR'S STATEMENT

WHITE SURVEYING COMPANY, AN OKLAHOMA CORPORATION, AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION #C101088 (RENEWAL DATE: JUNE 30, 2009), DO HEREBY STATE THAT IN OUR PROFESSIONAL OPINION THE ABOVE INSPECTION PLAT SHOWS THE DWELLING AS LOCATED ON THE PREMISES DESCRIBED, THAT IT IS ENTIRELY WITHIN THE DESCRIBED TRACT BOUNDARIES, AND THERE ARE NO ENCROACHMENTS THEREON BY VISIBLE PERMANENT IMPROVEMENTS, EXCEPT AS INDICATED; THAT THE ABOVE INSPECTION PLAT SHOWS ALL RECORDED PLAT EASEMENTS AND OTHER SUCH EASEMENTS WHICH HAVE BEEN DISCLOSED BY A CURRENT TITLE OPINION OR BY COMMITMENT FOR TITLE INSURANCE AND COPIES THEREOF PROVIDED TO US; THAT THE INSPECTION PLAT WAS PREPARED FOR IDENTIFICATION PURPOSES ONLY FOR THE MORTGAGEE AND IS NOT A LAND OR BOUNDARY LINE SURVEY; THAT NO PROPERTY CORNERS WERE SET, AND IS NOT TO BE USED OR RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING OR OTHER IMPROVEMENTS; THAT UNDERGROUND OR ABOVE GROUND UTILITIES WERE NOT FIELD LOCATED AND THEREFORE ARE NOT SHOWN ON THIS INSPECTION PLAT UNLESS SPECIFICALLY REQUESTED BY THE CLIENT; THAT THIS INSPECTION PLAT IS PREPARED SOLELY FOR THE CLIENT LISTED HEREON AS OF THIS DATE AND MAY NOT BE USED FOR ANY SUBSEQUENT LOAN CLOSING, REFINANCE, OR OTHER TRANSACTION; AND THAT NO RESPONSIBILITY OR LIABILITY IS ASSUMED HEREIN OR HEREBY TO THE PRESENT OR FUTURE LAND OWNER OR OCCUPANT.

WITNESS MY HAND AND SEAL THIS DATE: \_\_\_\_\_

WARNING! If the seal on this document is not RED, it is an unauthorized copy which may have been altered or modified, and cannot be used for any



drainage -

There are gutters on both sides of the structure. There is also two drains that go to the creek,



ASSET MANAGEMENT / POST CLOSING INFORMATION  
ENGINEERING SERVICES  
REAL PROPERTY FILE

Name: Susan E. Jones Revocable Trust Dated April 13, 2007

Project Number: 5-6-21-70 5922 E 54th - Jones

Parcel No:

Acquisition: Real Property

City Clerk#

Assessor ID: 07050-93-34-00340 34 19 13

Property Site: 5922 E 54th St

Legal Description: See Attached

Land Size: A SF

Date Acquired: 4/13/2022

County Document # 222038593 Acquisition Price

Funding Source Org Object

Karmen Rice - Monday, April 18, 2022

Name of Preparer / Date

# Real Property

Version 1.3 released on 8/3/21

DO NOT USE FOR: Contracts, Deeds, Easements, Law Suits, or Leases



<b>CITY COUNCIL USE ONLY</b>		Tracking #: _____		<b>CITY CLERK USE ONLY</b>	
Date Received: _____	Committee Date: _____	Committee: _____	Hearing Date: _____	<input checked="" type="checkbox"/> Scanned	Date: <u>03.30.2022</u>
1 <sup>st</sup> Agenda Date: _____	2 <sup>nd</sup> Agenda Date: _____	2 <sup>nd</sup> Agenda Date: _____		<input checked="" type="checkbox"/> Posted	Item #: <u>2203_00579</u>

All department items requiring Council approval must be submitted through the Mayor's Office.

## Primary Details

Board Approval	Other Board Name	City Council Approval <input type="radio"/> Yes <input checked="" type="radio"/> No
Department Engineering Services	Contact Name Michelle L. Lester <i>MFL</i> <u>3/4/2022</u>	Email mlester@cityoftulsa.org
Real Property Record Type Construction in a Utility Easement	Name Susan E Jones Revocable Trust Dated April 13, 2007	Phone 596-7266

Subject (Description)  
pavilion, metal building, storm shelter

Bid/Project Number 5-6-21-70	Project Title	Council District 9
Section 34	Township 19	Range 13
Lot 14	Block 3	Addition CARTER PLAZA ADDN AMD
Address 5922 E 54th St	Additional Information/Tracking Number <del>43345-93-23-10000</del> <u>07050-93-34-00340</u>	

## Budget

Funding Source(s)

TOTAL:

## Approvals

Department:	<i>[Signature]</i>	Date: <u>03.08.22</u>
Legal:	<i>[Signature]</i> (M. SWINEY)	Date: <u>MARCH 22 XXII</u>
Board:		Date: _____
Mayor:	<i>[Signature]</i>	Date: <u>MAR 20 2022</u>
Other:		Date: _____



**Policy Statement**

**Background information**

Submitted is an Agreement for Construction in a Utility Easement between the City of Tulsa and the Susan E. Jones Revocable Trust Dated April 13, 2007 for a pavilion, metal building and storm shelter. The location is shown on the attached Exhibit. The request for the Construction in a Utility Easement was reviewed by City staff and representatives of various boards, authorities and utilities with no objections. The Engineering Services Department recommends approval of the attached Construction in a Utility Easement.

MSL/kir

*MSL* 3/4/22

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**Summation of the Requested Action**

Approve agreement

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**Other Pertinent Details**

Location: 5922 E 54th St; S34-T19-R13; 5-6-21-70

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**Processing Information for City Clerk's Office**

**Post Execution Processing**

- Mail vendor copy (addtl signature copies attached)
- Must be filed with other governmental entity.**
- Addtl governmental entity approval(s) required

**Additional Routing and Processing Details**

Original to be picked up by Courtney Jones 6-9549



## AGREEMENT FOR CONSTRUCTION IN A UTILITY EASEMENT

This agreement, made and entered into by and between the **CITY OF TULSA, OKLAHOMA**, a municipal corporation, (City), and the **SUSAN E. JONES REVOCABLE TRUST DATED APRIL 13, 2007**, owner of the subject real property, (Owner),

WITNESSETH:

WHEREAS; City owns and controls an easement in, under, over, upon and through the real property which is the subject matter hereof described as:

Lot Fourteen (14), Block Three (3), the **AMENDED PLAT OF CARTER PLAZA EXTENDED ADDITION** to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof, more particularly described in Exhibit "A"; (hereafter, "the subject property"); and

WHEREAS; the Owner has applied for a permit (the "permit") to allow construction and maintenance of a **pavilion, metal building and storm shelter**, (hereinafter referred to as "Improvements") in, upon and through that portion of City's easement as described and as shown on the Exhibit, marked "Exhibit A", attached hereto and incorporated herein by reference; and

WHEREAS; City and Owner agree to the issuance of the Permit subject to the conditions and covenants set forth hereafter.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES, AS FOLLOWS:

1. The owner and its successors in title, shall bear all construction, maintenance, and related costs associated with the subject Improvements on that part of the easement, described as:

See Exhibit "A"

through the entirety of that portion affected by the Improvements as detailed in the attached Exhibit "A". The City shall bear no costs associated with said Improvements now or in the future. Nothing shall be permitted to threaten the safety and continued integrity of all utilities, public and/or private, and/or their accessories located in said easement.

2. In the event the Owner or its successors in title fail to otherwise properly maintain the Improvements, in the easement area, the City or their designated contractor or private utility

company as appropriate, may enter the area as required and perform maintenance on the Improvements necessary to the achievement of the intended functions and may remove any obstruction or correct any alteration of grade or contour, and all costs borne by the city and/or their agents shall be paid by the owner or its successors in title. In the event the Owner or its successors in title fail to pay the costs of the subject work after receipt of a statement of such costs, the City may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the subject property. A lien established as provided herein may be foreclosed by the City.

3. No liability for property damage or personal injury arising out of the construction, installation or maintenance of the Improvements shall attach to the City.

4. City, by granting the subject Permit, does not waive any privilege or right applicable to the subject easement. Nor are such privileges and/or rights waived which belong to others, including, but not limited to utility companies.

5. It is expressly understood that the Owner shall construct and maintain the Improvements at its own expense and at its own risk. In the event it becomes necessary for any public purpose, including but not limited to construction, installation, maintenance, repair or discontinuance of utilities, public and/or private, over, upon, or in the utility easement occupied or affected by the Improvements, to remove, alter or impact the Improvements, for the reason that they interfere with the privileges or rights of the City, their agents, servants and employees and others, including, but not limited to utility companies, the Improvements, or any portion of them, shall be timely removed by the Owner or its successors in title, at the exclusive expense of the Owner or its successors. In the event the removal of the Improvements is not accomplished in timely fashion as herein provided, the Improvements may be immediately removed by the City, their agents, servants or employees, including, but not limited, to utility companies or independent contractors, at the exclusive expense of the Owner or its successor in title. In the event the Owner or its successors in title fail to pay the costs of the subject work after receipt of a statement of such costs, the City may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the subject property. A lien established as provided herein may be foreclosed by the City.

6. The Owner and its successors, shall defend any and all claims, liabilities, suits at law or equity brought against the City resulting from the operation, construction, installation, or maintenance of the Improvements and shall indemnify the City for any costs and/or damages suffered as a result thereof.

7. THIS AGREEMENT SHALL "RUN WITH THE LAND" and shall be binding on the Owner, its grantees, assigns, successors and heirs.

8. The effective date of this agreement shall be the date on which it is executed by the City of Tulsa.



APPROVED AS TO FORM:

SENIOR M. Swiney (M. SWINEY)  
Assistant City Attorney

APPROVED AS TO SUBSTANCE:

[Signature]  
City Engineer

APPROVED BY MAYOR:

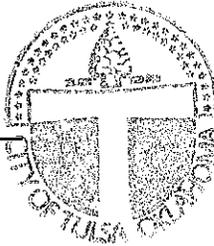
CITY OF TULSA, OKLAHOMA,  
a municipal corporation

Date: MAR 30 2022

BY: [Signature]  
Name: G. T. Bynum  
Title: Mayor

ATTEST:

[Signature]  
City Clerk



STATE OF OKLAHOMA    )  
                                  ) ss.  
COUNTY OF TULSA     )

Before me, a Notary Public in and for said County and State, on the 30<sup>th</sup> day of March, 2022, personally appeared G. T. Bynum to me known to be the identical person who approved the within and foregoing instrument as Mayor of the City of Tulsa, Oklahoma, and acknowledged to me that he approved the within and foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of the City of Tulsa, Oklahoma, for the uses and purposes therein set forth.

My commission expires:  
2/15/25



[Signature]  
Notary Public



Application for  
Right-of-way / Easement  
Closure or Encroachment Agreement

APPLICATION IS HEREBY MADE TO THE CITY OF TULSA TO CONSIDER THE FOLLOWING:

CHOOSE (1) CLOSURE: \_\_\_\_\_ ENCROACHMENT:

CHOOSE (1) RIGHT-OF-WAY: \_\_\_\_\_ EASEMENT:  AIR SPACE: \_\_\_\_\_

County Assessor Parcel Number: 07050-93-34-00340 Zoning: RS2

Property Location: 5922 E 54th St, Tulsa, OK 74135

Legal Description: Subdivision: Carter Plaza Ext. Addn And Plat No.: \_\_\_\_\_

Lot: 14 Block: 3

Section: 34 Township: 19 Range: 13

IF UNPLATTED ATTACH LEGAL DESCRIPTION.

Applicant Name: Susan E. Jones

Applicant Company: \_\_\_\_\_

Applicant D.B.A.: 9-10-64

Address: 5922 E 54th st

City: Tulsa State: OK Zip: 74135

Phone: 918-232-6900 Email: chuggar1@att.net or sejones2@aep.com

Secondary Point of Contact: Debbie Jones

Phone: 918-720-7937 Email: Djones3@arvest.com

Property Owner(s) of Record: Susan E. Jones TTEE Susan E. Jones Rev. Trust

Address: 5922 E 54th st

City: Tulsa State: OK Zip: 74135

Phone: 918-232-6900 Email: chuggar1@att.net

Signatures

Applicant: [Signature] Date: 10/22/21

Property Owner(s): [Signature] Date: 10/22/21

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_



We are applying for this easement agreement in October of 2021 due to our neighbor's mother complaining about our patio cover. It has been up for a year and a half. We had discussed things with Justin Swearingen over the fence throughout the process. He even came over and sat under it and visited. We asked on numerous different occasions if everything was ok on his side of the fence, he said it was great. But now, due to a complaint filed with the city from his mother, Lisa Lawrence from Broken Arrow, we are having to pay city fees, penalties and jump through hoops that I believe are very unfair. This has caused an enormous amount of unnecessary stress and wasted time for us. We called the city prior to beginning work and the city has been out here numerous times. We have permits for everything we did. This feels like harassment and it doesn't pass the sniff test. We feel like our neighbor's mother knows someone at the city and this is abuse of power. That being said, I will try to give a timeline of events.

- In 2015, we got a permit and had a storm shelter installed at the end of our driveway. Nothing was ever mentioned to us about the easement. The city has been out here several times for work as well, no issues. ONG has also been out here with no issues. Permit number is 367365.
- In April of 2020, I called the city because we were making plans to build a patio cover. This was something we have saved for for years. I was asked if it would be attached to the house. I said no. The lady told me that I did not need a permit.
- In June of 2020, the city showed up and told us we DID need a permit. I called the permit office and applied for a structure permit. I am a homeowner and not a permit expert, so I required assistance from the city. I was told since it was a rebuild that we could do a repair permit, so we changed it to a repair permit.
- Throughout June of 2020 thru August of 2020, the city was out here several times. Nobody ever said anything about the easement or any other paperwork that was necessary. We would have done whatever was needed. The approved permit number is BLDR-064143-2020.
- Fast forward to September of 2021 ... we have been enjoying our patio cover for over a year. The city comes back out and says there is a complaint. We gave him a copy of the permit and he left. A few days later, the city is back out here. We sat with him, under the patio cover, while he tries to figure out what the neighbor's issue is about. He leaves again. A couple of days later, 10/1/2021, he is back again, obviously a little flustered. He was going to tape a notice on the door, but we met him at the door. He said he didn't really understand, but that his boss, Bob Kolibas, wouldn't let this one go so we needed to apply for another permit. I was amazed and rather upset, but I said I would apply for another permit. They were threatening me with penalty fees and such. Made no sense to me, still doesn't, but here we are.
- In October of 2021, we provided everything needed and contacted Chris Kovac as instructed. When we got the info from Chris, we saw where it is going to cost us \$500 for this agreement. The stress over this has just about eaten our lunch at this point, so I called Chris very upset. He said he would come out and assess the situation. Chris and Tony came out and told us to fill out this paperwork and pay the \$500.

So this is where we are at this point. I have agreed with Chris Kovac to pay for this agreement and see what happens, but I still feel like this is very unfair and unnecessary. I explained to Chris that I have no issue signing paperwork that I have built in the easement and I understand that I may be required to move things at my expense if necessary. No issue there, but treating me like a criminal when I have done everything that the city told me to do feels very unfair.



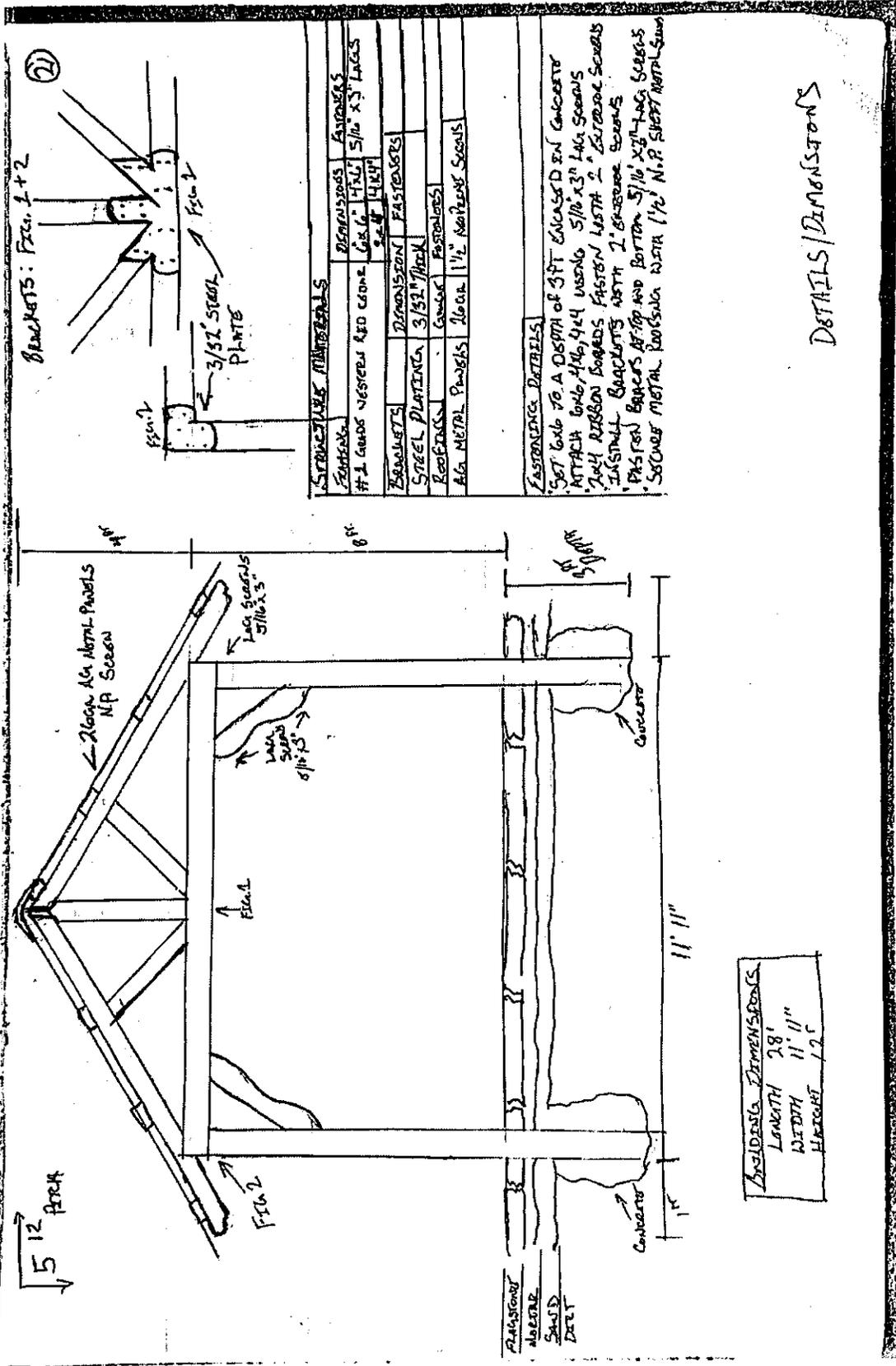
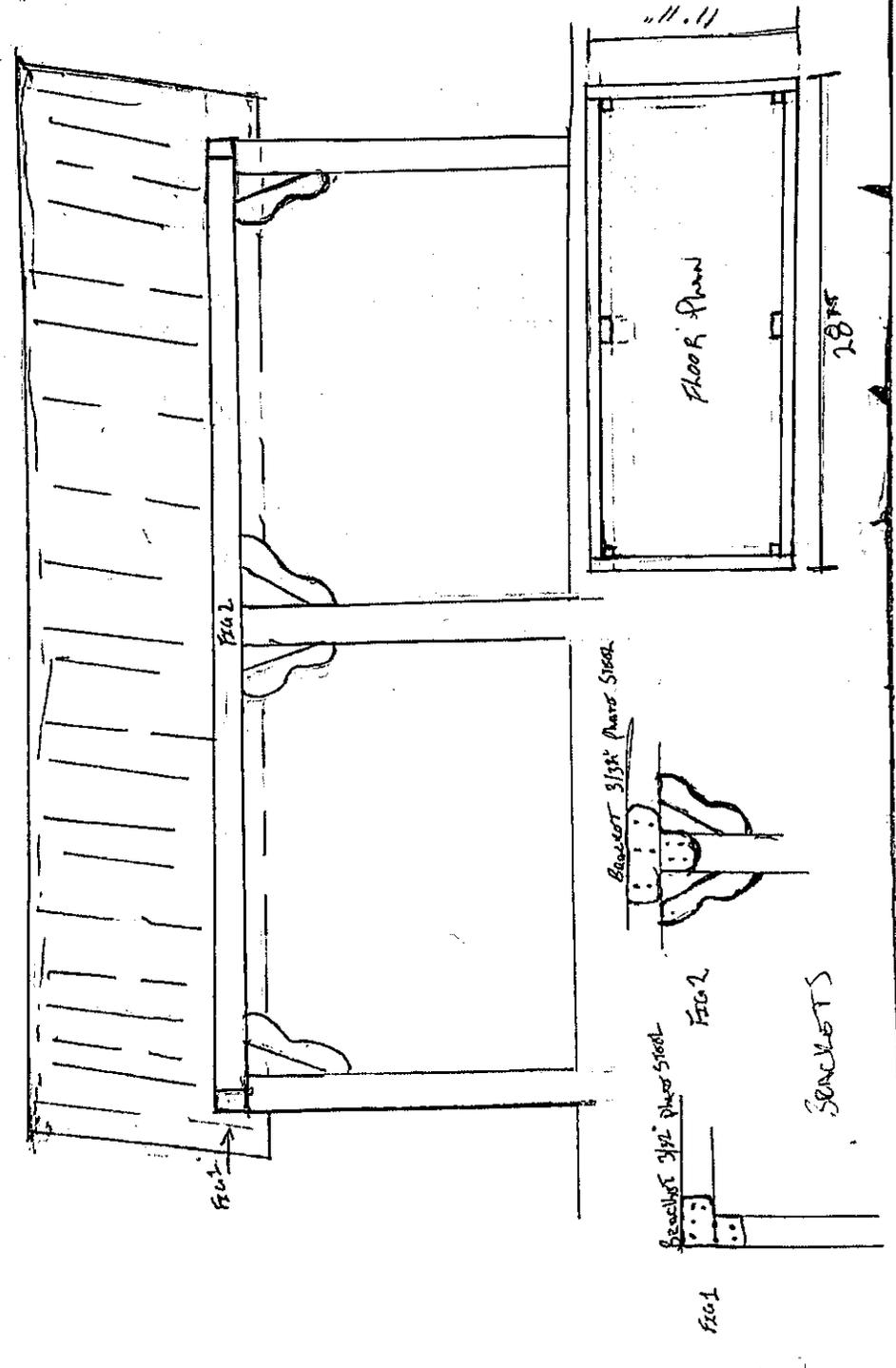
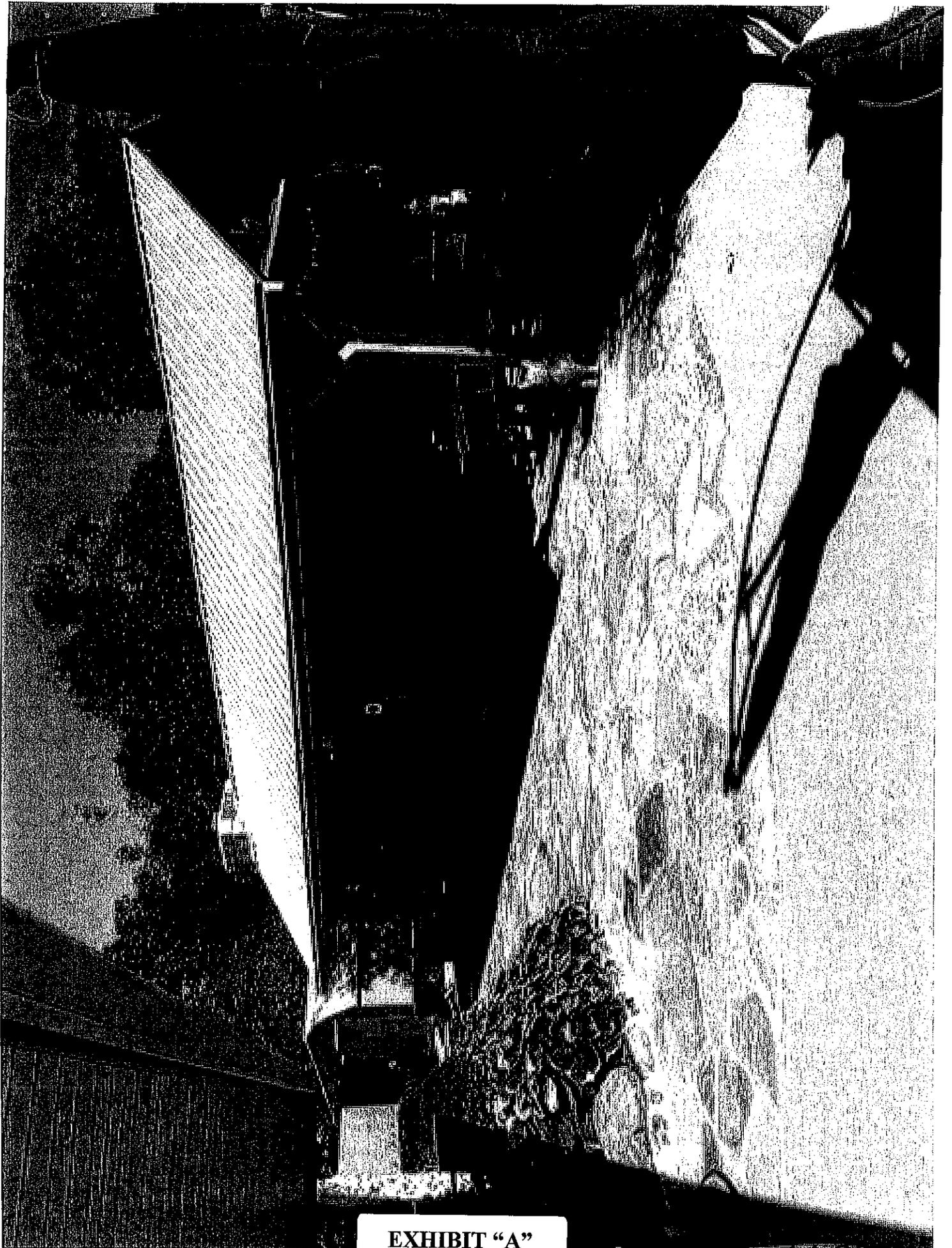


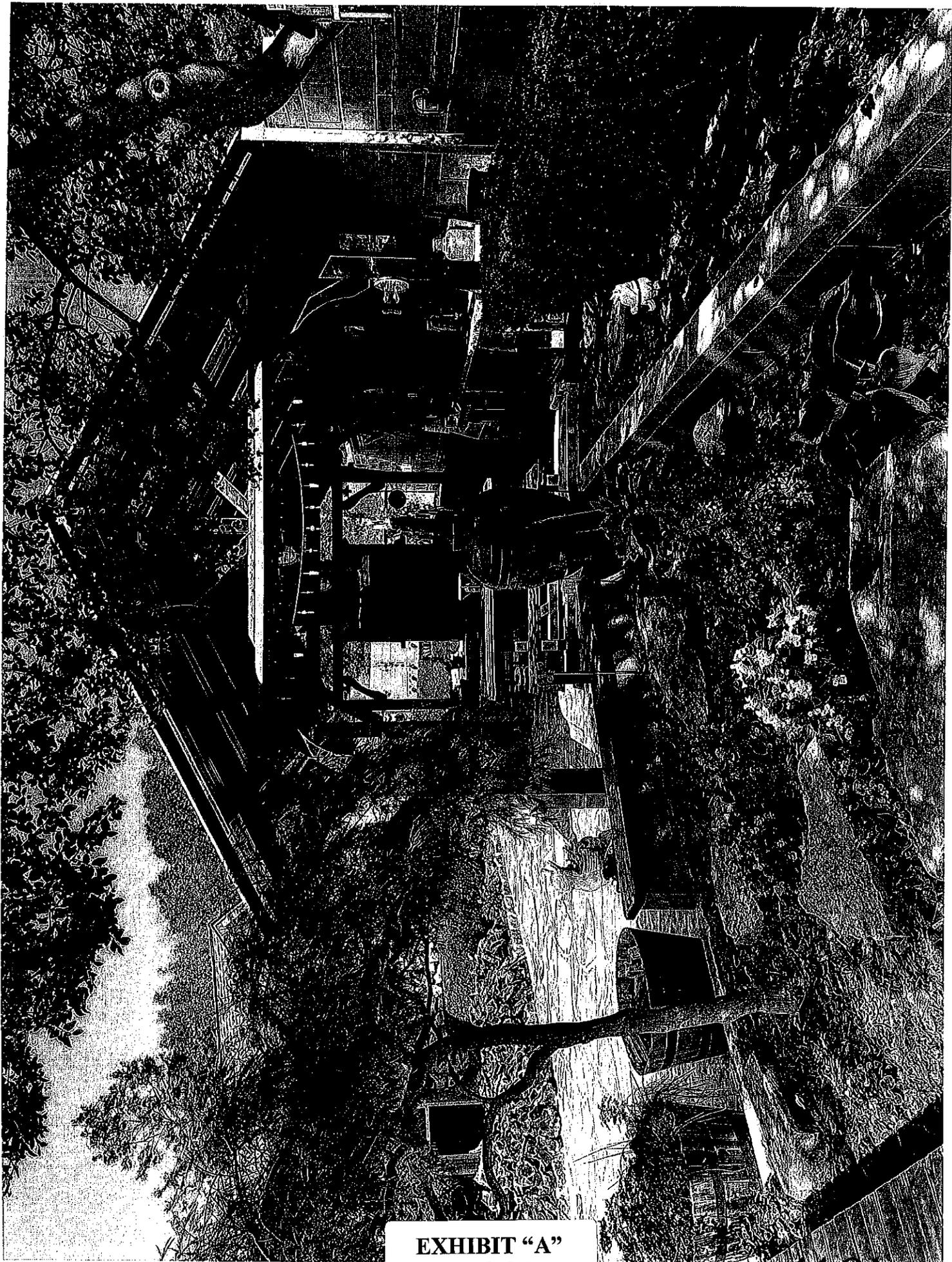
EXHIBIT "A"  
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①

ELEVATION / FLOOR PLAN

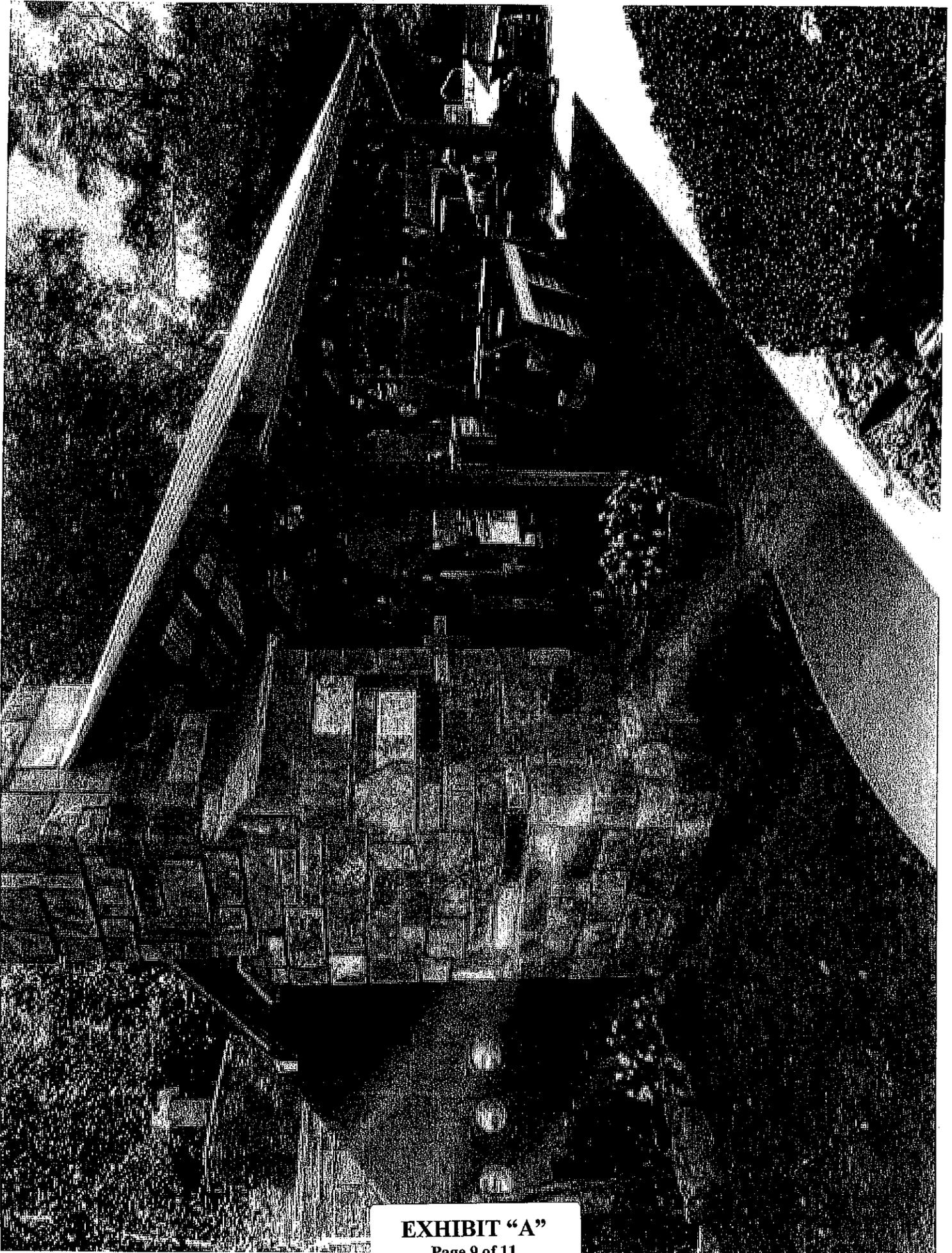






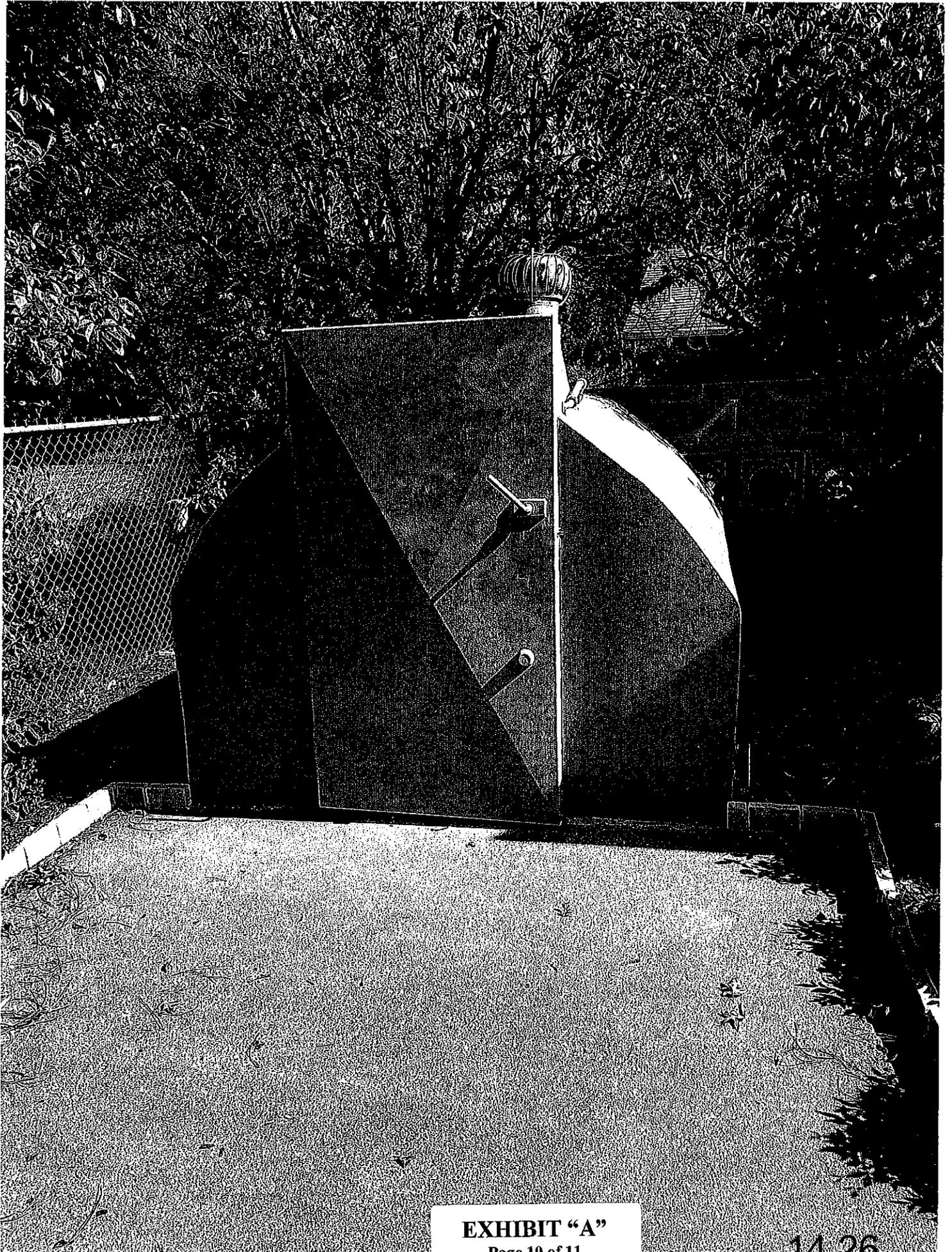
**EXHIBIT "A"**  
Page 8 of 11

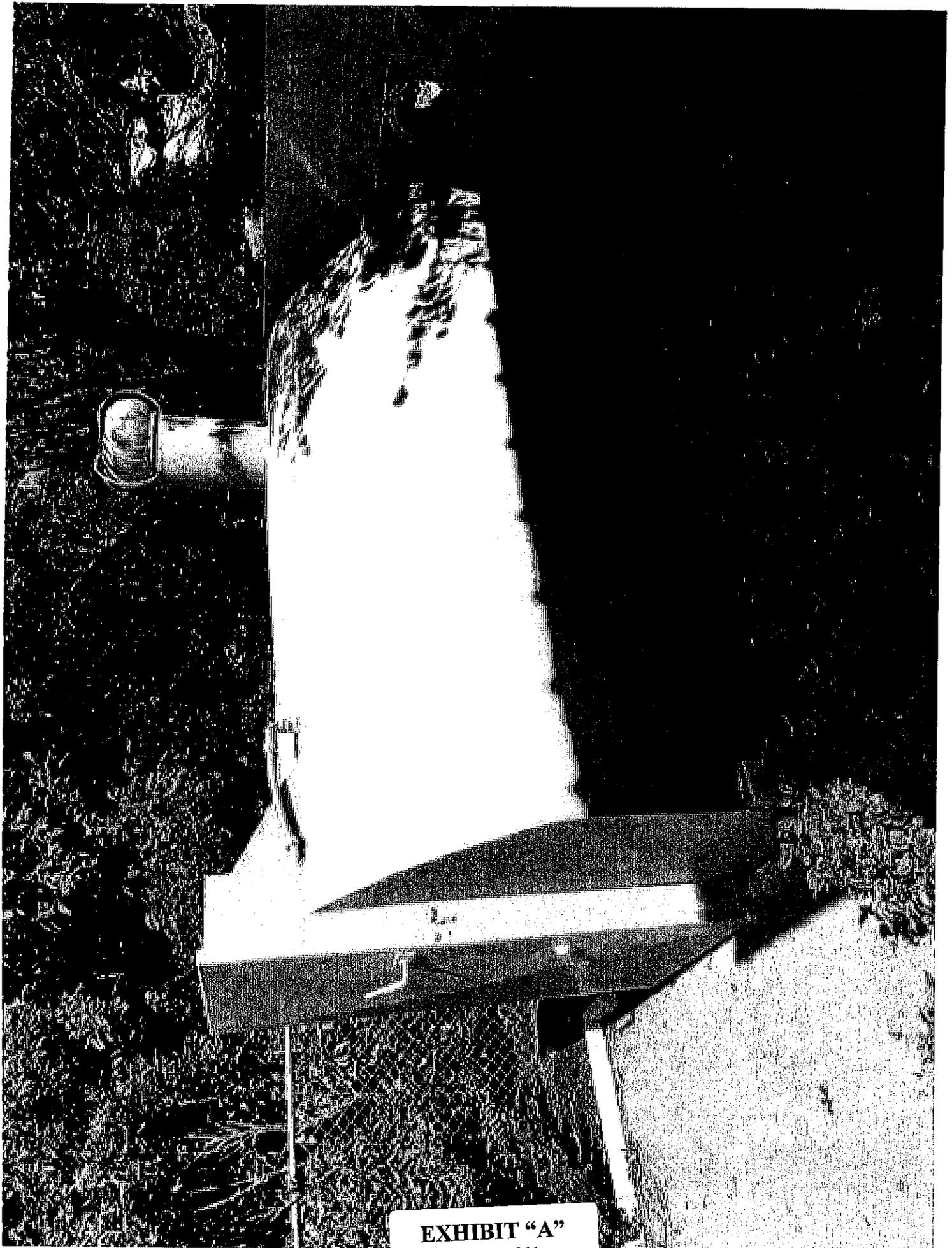
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**EXHIBIT "A"**  
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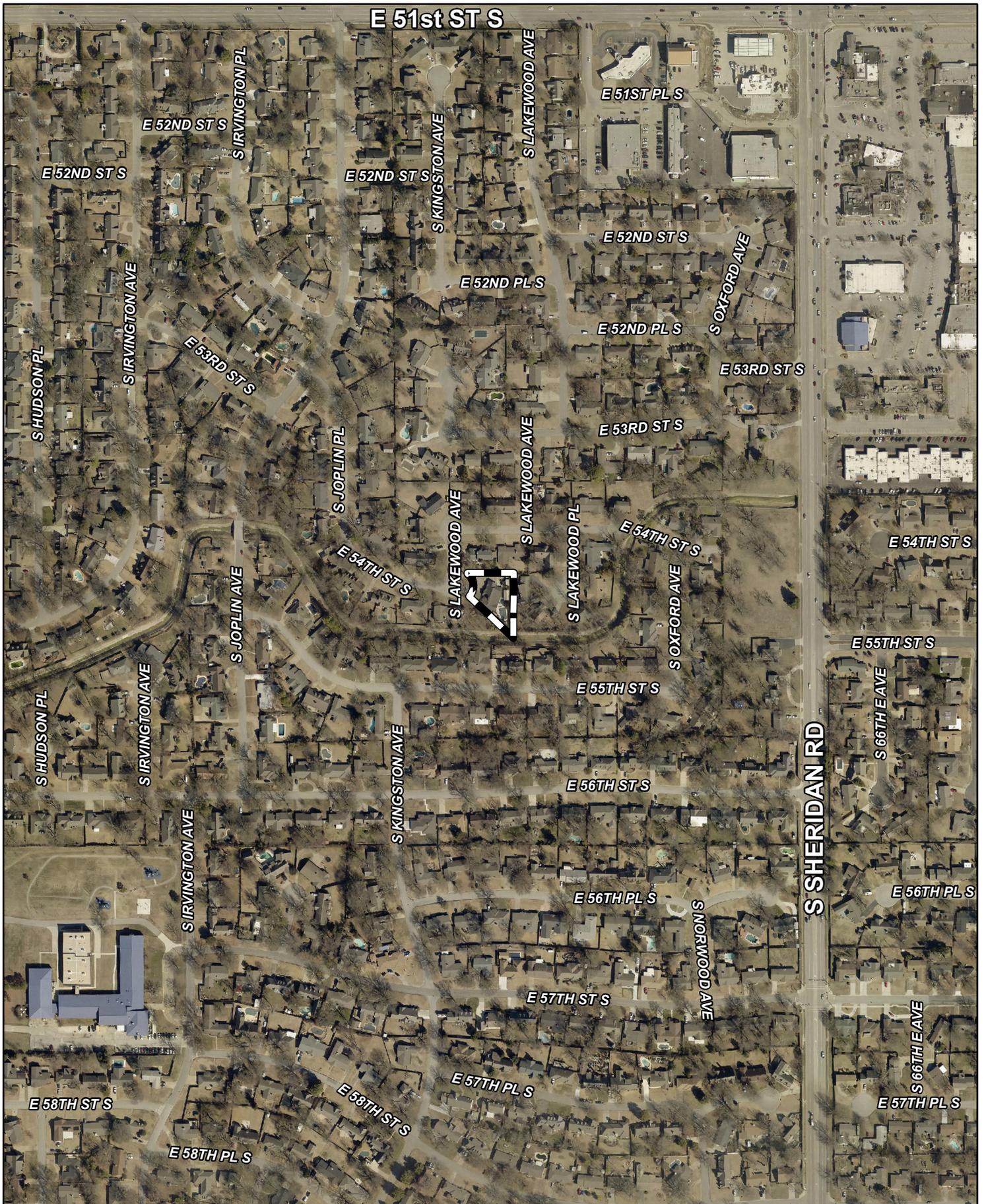
14.25





**EXHIBIT "A"**  
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14.27



E 51st ST S

E 52ND ST S

E 52ND ST S

E 52ND ST S

E 51ST PL S

E 52ND ST S

E 52ND PL S

E 52ND PL S

S OXFORD AVE

E 53RD ST S

E 53RD ST S

E 54TH ST S

E 54TH ST S

E 55TH ST S

E 55TH ST S

E 56TH ST S

E 56TH PL S

E 56TH PL S

E 57TH ST S

E 57TH PL S

E 58TH ST S

E 58TH PL S

E 58TH ST S

E 57TH PL S

S HUDSON PL

S IRVINGTON AVE

S IRVINGTON PL

E 53RD ST S

S JOPLIN PL

S JOPLIN AVE

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S IRVINGTON AVE

S KINGSTON AVE

S LAKEWOOD AVE

S LAKEWOOD AVE

S LAKEWOOD PL

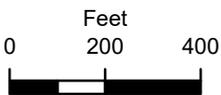
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S SHERIDAN RD

S 66TH LEAVE

S 66TH LEAVE

S NORWOOD AVE



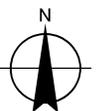
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**BOA-23364**

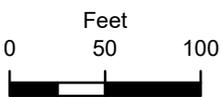
19-13 34

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

Aerial Photo Date: 2020/2021



14.28



Subject  
Tract

**BOA-23364**

19-13 34

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

Aerial Photo Date: 2020/2021



14.29