

TULSA METROPOLITAN AREA PLANNING COMMISSION

INCOG - 2 West 2nd Street, Suite 800 - Tulsa, Oklahoma 74103 - (918) 584-7526 - FAX (918) 583-1024

tulsaplanning.org

SUBDIVISION PLAT [] **MINOR SUBDIVISION PLAT**

APPLICATION INFORMATION

RECEIVED BY: _____ DATE FILED: _____ PLAT NAME: Buena Vida Addition

CITY [] **COUNTY** REFERRAL CITIES: Tulsa

SUBDIVISION PLAT SCHEDULE		REFERENCE CASES	
PUBLIC AGENCY REVIEW:	<u>9/8/22</u>	ZONING/PUD/CO CASE:	
		TMAPC DATE:	
TMAPC:	<u>9/21/22</u>	BOA CASE:	
		BOA DATE:	

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: 8829 E. 3rd Street S. TRACT SIZE: 4.81 ± acres

LEGAL DESCRIPTION: SEE ATTACHED

PRESENT USE: Vacant PRESENT ZONING: RS-4 T-R-S: 17-13-1 COUNCIL DISTRICT: _____ CO COMM DISTRICT: _____

WATER SUPPLY: City SANITARY SEWER: City

ELECTRIC: PSO GAS: ONG PHONE: COX TV: ATT SCHOOL DISTRICT: _____

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE: Single-Family Residential

PROPOSED ZONING: N/A LOTS PROPOSED: 19 BLOCKS PROPOSED: 1

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Select Design</u>	NAME <u>Boomtown Development Co.</u>
ADDRESS <u>P.O. Box 598</u>	ADDRESS <u>6235 E. 13th St.</u>
CITY, ST, ZIP <u>Bixby, Ok 74008</u>	CITY, ST, ZIP <u>Tulsa, Ok 74112</u>
DAYTIME PHONE <u>918-758-8356</u>	DAYTIME PHONE <u>918-592-4224</u>
EMAIL <u>rmccarty.selectdesign@gmail.com</u>	EMAIL <u>vjordan@tulsaboomtown.org</u>
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: <u>[Signature]</u>	<u>8/24/2022</u>

DOES OWNER CONSENT TO THIS APPLICATION? YES [] NO

WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Consultant

APPLICATION FEES (Make checks payable to INCOG)	PRELIMINARY PLAT DISPOSITION
PRELIMINARY PLAT FEE: \$1,200	TMAPC ACTION: [] APPROVED [] DENIED
FINAL PLAT FEE: \$900	DATE/VOTE:
MINOR PLAT FEE: \$650	CONDITIONS:
TOTAL AMOUNT DUE: \$	
RECEIPT NUMBER:	

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

SUBMITTAL REQUIREMENTS:

Checklists for all submittals are available at tulsaplanning.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

PRELIMINARY PLAT (RS-4 ZONING)

Buena Vida Addition

A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA BEING A RE-PLAT OF LOTS ONE (1) AND TWO (2), BLOCK SEVEN (7), DAY SUBURBAN ACRES, TULSA COUNTY, STATE OF OKLAHOMA.

Subdivision Statistics

SUBDIVISION CONTAINS NINETEEN (19) LOTS IN ONE (1) BLOCK AND TWO (2) RESERVE AREAS.

GROSS SUBDIVISION AREA: 209,550.43 SF / 4.81 ACRES

Basis of Bearings

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83), USING THE EAST LINE OF BLOCK SEVEN (7), DAY SUBURBAN ACRES, AS S 01°12'41" E.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848".

Benchmark

ON-SITE NGS OPUS SOLUTION REPORT.

Addresses

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

Legend

- B/L -- BUILDING SETBACK LINE
- IPF -- IRON PIN FOUND
- IPS -- IRON PIN SET
- L.N.A. -- LIMITS OF NO ACCESS
- OD/E -- OVERLAND DRAINAGE EASEMENT
- U/E -- UTILITY EASEMENT
- 1234 -- STREET ADDRESS

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.32'	25.00'	90°06'58.80"	N 46°16'10" W	35.39'
C2	39.22'	25.00'	89°53'01.20"	N 43°43'50" E	35.32'
C3	23.55'	25.00'	53°58'05.24"	S 64°20'37" E	22.69'
C4	301.53'	60.00'	287°56'10.47"	S 01°19'40" E	70.59'
C5	23.55'	25.00'	53°58'05.24"	S 61°41'18" W	22.69'
C6	39.32'	25.00'	90°06'58.80"	N 46°16'10" W	35.39'

Owner / Developer

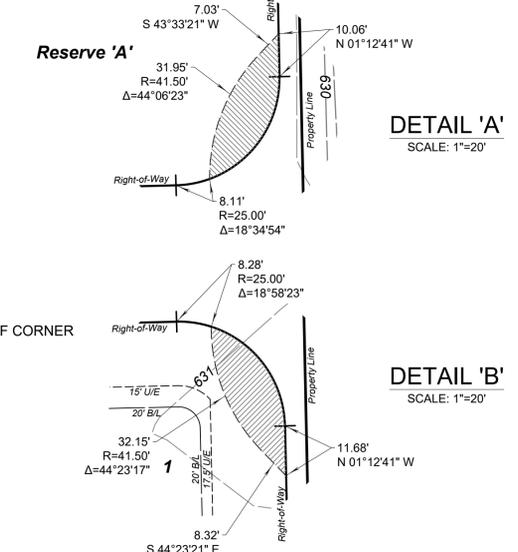
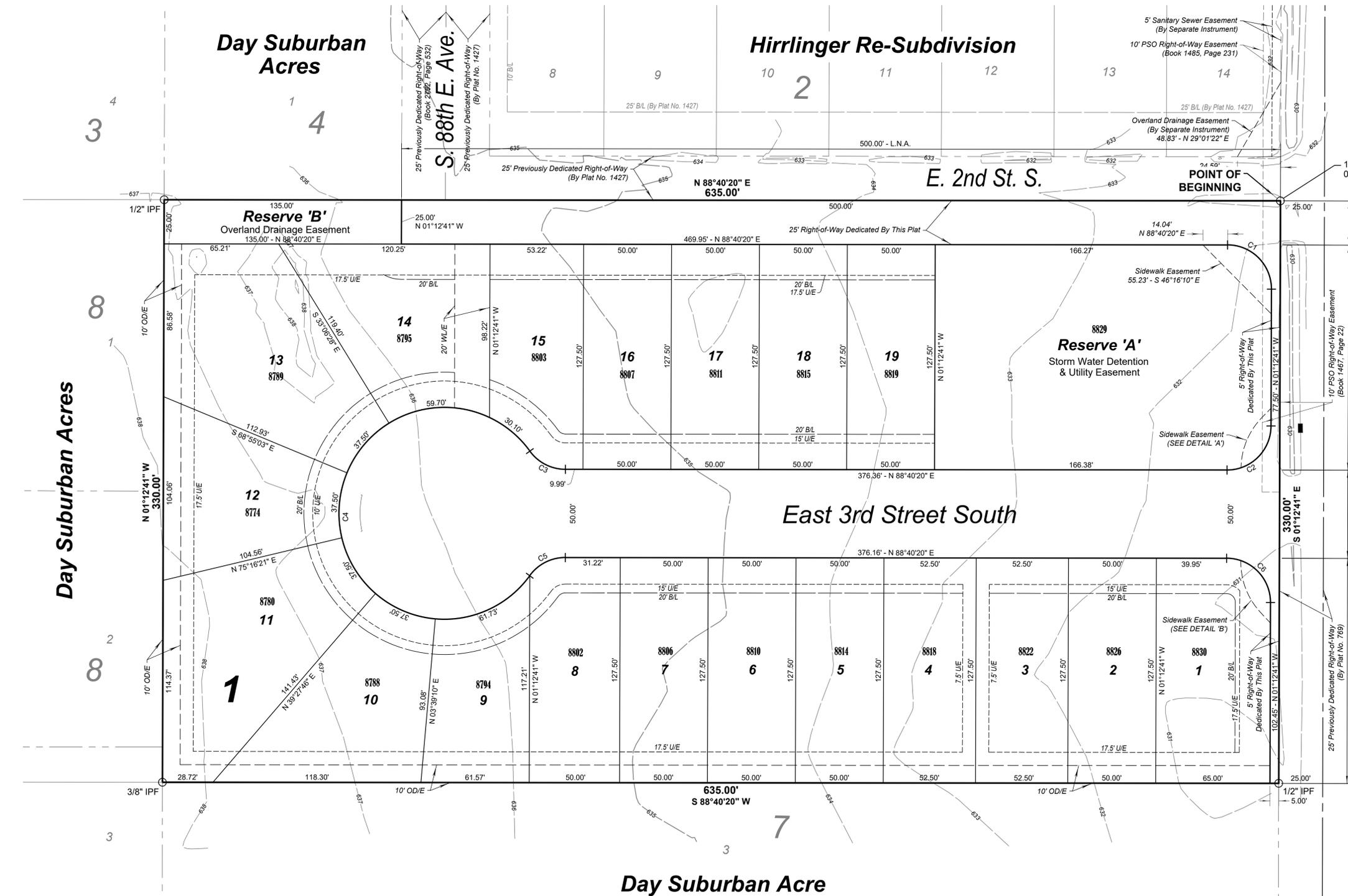
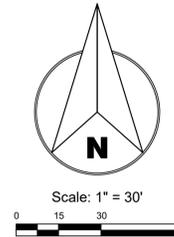
BOOMTOWN DEVELOPMENT CO.
6235 EAST 13TH STREET
TULSA, OKLAHOMA 74112
PHONE: (918) 592-4224
VICKI JORDAN

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2024

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
EMAIL: ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES: 6-30-2024



**FINAL PLAT
ENDORSEMENT OF APPROVAL**

TULSA METROPOLITAN AREA PLANNING COMMISSION

APPROVAL DATE _____

TMAPC/INCOG
CITY ENGINEER

COUNCIL OF THE CITY OF TULSA, OKLAHOMA

APPROVAL DATE _____

CHAIRMAN

MAYOR

ATTEST: CITY CLERK

CITY ATTORNEY

THE APPROVAL OF THIS FINAL PLAT WILL EXPIRE ONE YEAR FROM THE DATE OF CITY COUNCIL APPROVAL IF NOT FILED IN THE OFFICE OF THE COUNTY CLERK BEFORE THAT DATE.



BUENA VIDA ADDITION

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

HABITAT HOUSING, INC., D/B/A/ BOOMTOWN DEVELOPMENT COMPANY, AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS PART OF LOTS ONE (1) AND TWO (2), BLOCK SEVEN (7), DAY SUBURBAN ACRES, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 769, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 7, DAY SUBURBAN ACRES; THENCE S 01°12'41" E ALONG THE EAST LINE OF SAID BLOCK 7 A DISTANCE OF 330.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S 88°40'20" W ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 635.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N 01°12'41" W ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 330.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N 88°40'20" E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 635.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINS 209,550.43 SQUARE FEET OR 4.81 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD83, USING THE EAST LINE OF BLOCK SEVEN (7), DAY SUBURBAN ACRES, AS S 01°12'41" E.

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND PUBLIC STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "BUENA VIDA ADDITION", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA (HEREINAFTER "BUENA VIDA ADDITION" OR THE "SUBDIVISION").

Section I. Public Streets, Easements and Utilities

A. PUBLIC STREETS AND UTILITY EASEMENTS

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

B. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

1. OVERHEAD POLES AND LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE MAY BE LOCATED AROUND THE PERIMETER OF THE SUBDIVISION. ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES, INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, SHALL BE LOCATED UNDERGROUND, IN THE UTILITY EASEMENTS AND IN THE RIGHTS OF WAY OF THE PUBLIC STREETS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR ITS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES, AND THE OWNER OF THE LOT AGREES TO BE BOUND THEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THE OWNER'S LOT.

2. WITHIN THE UTILITY EASEMENT AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT OF THE CITY OF TULSA WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS OR STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR BY ACTS OF THE OWNER'S AGENTS AND/OR CONTRACTORS.

4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.

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

E. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH 89TH EAST AVENUE AND EAST 2ND STREET SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

H. CERTIFICATE OF OCCUPANCY RESTRICTIONS

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

I. OVERLAND DRAINAGE EASEMENTS

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

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

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA.

4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA, IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER, IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF TULSA, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

J. STORM WATER DETENTION EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA 'A' (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREAS") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.

2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

3. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE BUENA VIDA PROPERTY OWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE PROPERTY OWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- a. THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
- b. THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

4. IN THE EVENT THE PROPERTY OWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE PROPERTY OWNERS' ASSOCIATION.

5. IN THE EVENT THE PROPERTY OWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF TULSA, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PROPORTIONATE SHARE OF THE COSTS.

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

K. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF TULSA, OKLAHOMA. THE OWNER/DEVELOPER SHALL BE REQUIRED TO CONSTRUCT THE REQUIRED SIDEWALKS.

L. RESERVE AREA 'A'

RESERVE AREA 'A' IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING DETENTION FACILITIES, UTILITY EASEMENT, OPEN SPACE, LANDSCAPING AND RECREATION, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE BUENA VIDA PROPERTY OWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE, AS SET FORTH WITHIN SECTION II HEREOF.

M. RESERVE AREA 'B'

RESERVE AREA 'B' IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING AN OVERLAND DRAINAGE EASEMENT, OPEN SPACE AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE BUENA VIDA PROPERTY OWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE, AS SET FORTH WITHIN SECTION II HEREOF.

Section II. Property Owners' Association

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER/DEVELOPER OF BUENA VIDA ADDITION FORMED A PROPERTY OWNERS' ASSOCIATION, KNOWN AS "BUENA VIDA ADDITION ASSOCIATION", AN OKLAHOMA NOT-FOR-PROFIT CORPORATION, WHICH IS THE PRINCIPLE PROPERTY OWNERS' ASSOCIATION AFFECTING AND INCLUDING EACH OWNER OF A LOT OF RECORD WITHIN ALL OF THE CURRENT AND FUTURE BUENA VIDA ADDITION NEIGHBORHOOD COMMUNITIES. THE PROPERTY

OWNERS' ASSOCIATION HAS BEEN ESTABLISHED PURSUANT TO 60 O.S. 1991, § 851, ET SEQ., TO MAINTAIN THE RESERVE AREAS IN THE CURRENT AND FUTURE BUENA VIDA ADDITION NEIGHBORHOODS AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. ALL LAWFUL ACTS, IF ANY, OF BUENA VIDA ADDITION ASSOCIATION (THE "ASSOCIATION"), MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF ALL OWNERS OF LOTS IN THE CURRENT AND FUTURE BUENA VIDA ADDITION NEIGHBORHOODS AND ALL OWNERS OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL AUTOMATICALLY BECOME A MEMBER OF THE BUENA VIDA ADDITION PROPERTY OWNERS' ASSOCIATION. MEMBERSHIP OF THE PROPERTY OWNERS' ASSOCIATION SHALL BE LIMITED TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO A LOT SITUATED WITHIN ALL OF THE CURRENT AND FUTURE BUENA VIDA ADDITION NEIGHBORHOODS. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT SITUATED WITHIN THE BUENA VIDA ADDITION COMMUNITY. OWNERSHIP OF A LOT SHALL BE THE SOLE QUALIFICATION OF MEMBERSHIP WITH RESPECT TO THOSE PROPERTY OWNERS IN THE BUENA VIDA ADDITION COMMUNITY.

C. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN THE OVERALL BUENA VIDA ADDITION COMMUNITY SHALL BE SUBJECT TO ASSESSMENT BY THE BUENA VIDA ADDITION PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIMARY COMMON AREAS OF BUENA VIDA ADDITION, WHICH CONSIST OF RESERVE AREAS 'A' AND 'B' OF BUENA VIDA ADDITION.

Section III. Enforcement, Duration, Amendment and Severability

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

B. DURATION

THESE RESTRICTIONS, 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 THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF TULSA, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING ANY COVENANTS HEREIN SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED WITH THE TULSA COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE OWNER/DEVELOPER HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2022.

HABITAT HOUSING, INC.
D/B/A/ BOOMTOWN DEVELOPMENT COMPANY
AN OKLAHOMA CORPORATION

BY: _____
VICKI D JORDAN, PRESIDENT

STATE OF OKLAHOMA)
)SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 2022, BY VICKI D JORDAN AS PRESIDENT OF HABITAT HOUSING, INC., D/B/A/ BOOMTOWN DEVELOPMENT COMPANY, AN OKLAHOMA CORPORATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

Certificate of Survey

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "BUENA VIDA ADDITION", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

STATE OF OKLAHOMA)
)SS.
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2022, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2026

MY COMMISSION NUMBER: 14005589



CONCEPTUAL IMPROVEMENTS PLAN

Buena Vida Addition

