

TULSA METROPOLITAN AREA PLANNING COMMISSION

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

www.tmapc.org

SUBDIVISION PLAT MINOR SUBDIVISION PLAT

APPLICATION INFORMATION

RECEIVED BY: _____ DATE FILED: _____ PLAT NAME: Islamic Cemetery

CITY COUNTY REFERRAL CITIES: _____

SUBDIVISION PLAT SCHEDULE		REFERENCE CASES	
PUBLIC AGENCY REVIEW:		ZONING/PUD/CO CASE:	
		TMAPC DATE:	
TMAPC:		BOA CASE:	
		BOA DATE:	

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: ±660' south of the intersection of E. 191st St. and S. Memorial Drive, east side of Memorial Drive

TRACT SIZE: 21.7866 acres

LEGAL DESCRIPTION: See Attached

PRESENT USE: Cemetery PRESENT ZONING: AG T-R-S: 12-16-13 COUNCIL DISTRICT: N/A CO COMM DISTRICT: 3

WATER SUPPLY: Okmulgee RWD#6 SANITARY SEWER: N/A

ELECTRIC: PSO GAS: ONG PHONE: ATT TV: Cox SCHOOL DISTRICT: Liberty Mounds

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE: Existing Cemetery/Cemetery

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

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Tim Terral, TEP</u>	NAME <u>Islamic Society of Tulsa, Masood Kasim</u>
ADDRESS <u>9820 East 41t Street, Suite 102</u>	ADDRESS <u>4630 South Irvington Ave.</u>
CITY, ST, ZIP <u>Tulsa, OK 74146</u>	CITY, ST, ZIP <u>Tulsa, OK 74135</u>
DAYTIME PHONE <u>918.252.9621</u>	DAYTIME PHONE <u>918.960.2990</u>
EMAIL <u>t.terral@tulsaengineering.com</u>	EMAIL <u>mkasim@whentp.com</u>
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: <u>Tim Terral</u> <u>July 24, 2020</u>	

DOES OWNER CONSENT TO THIS APPLICATION YES NO

WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Planner/Engineer

APPLICATION FEES (Make checks payable to INCOG)		PRELIMINARY PLAT DISPOSITION
PRELIMINARY PLAT FEE:	\$1,200	TMAPC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> 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 www.tmapc.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

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SUBDIVISION PRE-APPLICATION REVIEW

PROJECT INFORMATION

Subdivision Location: ±660' south of the intersection of E. 191st St. and S. Memorial Drive, east side of Memorial Drive _____

Acreage: 21.7866 Acres, Number of Lots: 1 _____ Project Name: Islamic Cemetery _____

Owner of Property: Islamic Society of Tulsa _____

Person Requesting Review: Tim Terral, TEP _____ Date: 1/14/2020 _____

COMPREHENSIVE PLAN STATUS

LAND USE DESIGNATION: N/A _____ GROWTH OR STABILITY DESIGNATION: N/A _____

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

ZONING AND PLATTING

The property is currently zoned AG _____

The proposed use of Cemetery _____ [X] WOULD or [] WOULD NOT conform to the zoning district classification.

Minimum lot size required: 2.0 acres _____

Is the property is located within an approved development plan? [] YES [X] 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 N/A _____

Water N/A _____

Sewer N/A _____

Storm Water/Drainage N/A _____

Park and Trail Dedications N/A _____

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.

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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.

OWNER / DEVELOPER

Islamic Society of Tulsa

4630 South Irvington Avenue
Tulsa, Oklahoma 74135
(918) 960-2990

Islamic Cemetery

A subdivision in Tulsa County, being a part of the NW/4 of
Section 12, Township 16 North, Range 13 East,
of the Indian Base and Meridian, Tulsa County, State of Oklahoma

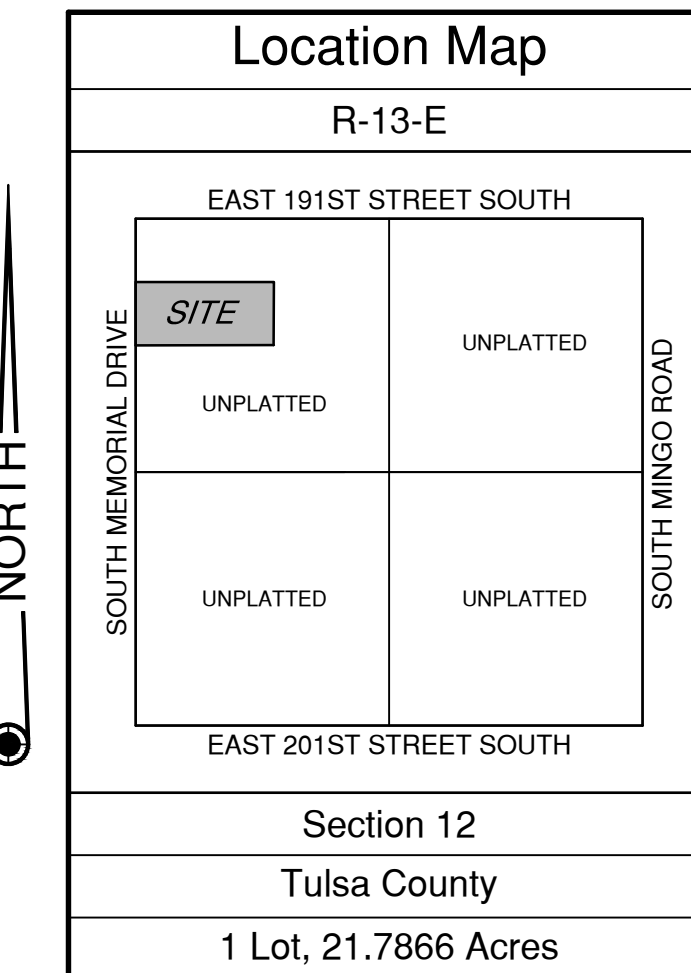
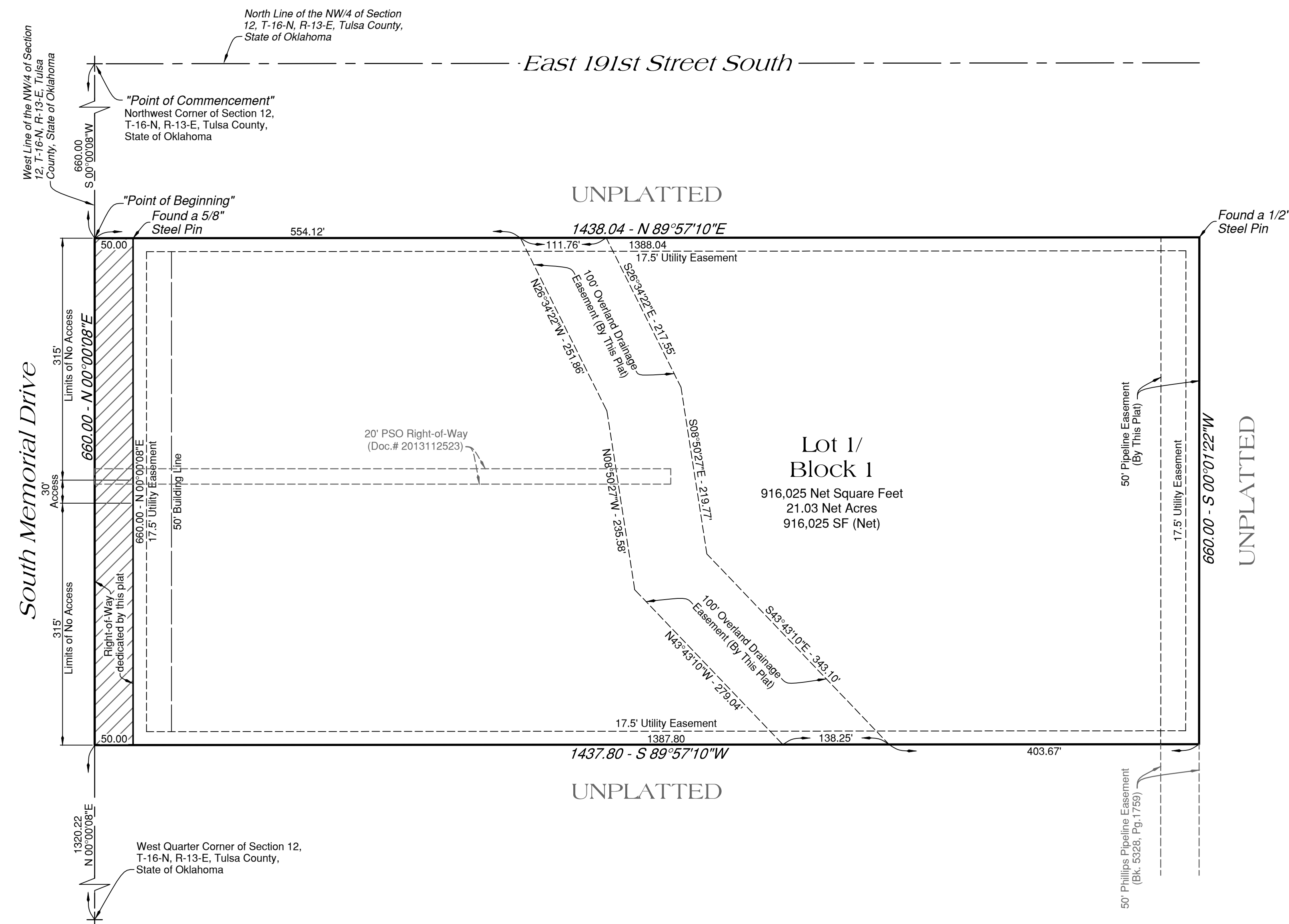
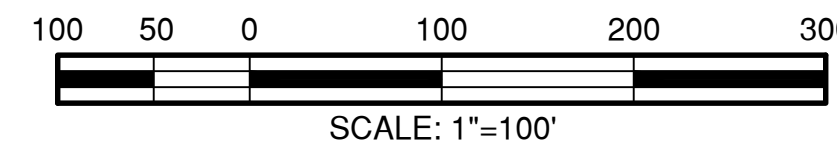
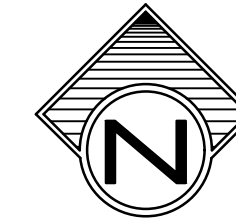
ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146

918.252.9621

B.Long@tulsaengineering.com
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2021



Legend

= Right-of-Way Dedicated By This Plat

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

Basis of Bearings

The non-astronomical bearings contained herein are based upon the West line of Said Northwest Quarter (NW/4) as being South 00°00'08" West.

Lot Addresses

Addresses shown on this plat were provided by INCOG. The addresses are subject to change and should not be relied upon in place of the legal description.

**FINAL PLAT
CERTIFICATE OF APPROVAL**

I hereby certify that this plat was approved by the
Tulsa Metropolitan Area Planning Commission on _____

TMAPC/INCOG OFFICIAL

This approval is void if this plat is not filed in the
office of the County Clerk on or before _____

COUNTY OR CITY ENGINEER

ISLAMIC CEMETERY

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

ISLAMIC SOCIETY OF TULSA, an express trust, hereinafter referred to as the "Owner/Developer" is the owner of the following described land in Tulsa County, State of Oklahoma, to wit:

A tract of land located in the NW/4 of Section 12, T-16-N, R-13-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, more particularly described as follows:

The South Six Hundred Sixty (660) feet of the North One Thousand Three Hundred Twenty (1320) feet of the Northwest Quarter (NW/4) of Section Twelve (12), Township Sixteen (16) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof; Less and Except the East 1209 feet thereof. [General Warranty Deed, Book 5502, Page 6]

More particularly described as follows:

A tract of land contained within the Northwest Quarter (NW/4) of Section Twelve (12), Township sixteen (16) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter (NW/4);

Thence South 0°00'08" West, along the West line of said Northwest Quarter (NW/4), a distance of 660.00 feet to the Point of Beginning;

Thence North 89°57'10" East, parallel to the North line of said Northwest Quarter (NW/4), a distance of 1438.04 feet;

Thence South 0°01'22" West a distance of 660.00 feet;

Thence South 89°57'10" West, parallel to the north line of said Northwest Quarter (NW/4), a distance of 1437.80 feet to a point on the West line of said Northwest Quarter (NW/4), said point being North 0°00'08" East a distance of 1320.22 feet from the Southwest corner thereof;

Thence North 0°00'08" East, along said West line, a distance of 660.00 feet to the point of beginning.

Containing 949,025 square feet, or 21.79 acres, more or less.

The non-astronomical bearings contained herein are based upon the West line of Said Northwest Quarter (NW/4) as being South 0°00'08" West.

And has caused the above described land to be surveyed, staked, platted, and subdivided into one (1) lots and one (1) block, in conformity with the accompanying plat, and has designated the subdivision as ISLAMIC CEMETERY", a subdivision in Tulsa County, Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and Utility Easements

The Owner/Developer does hereby dedicate to the public the street rights of way as depicted on the accompanying plat, and does further dedicate to the public the utility easements as depicted on the accompanying plat as "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all underground public utilities, including storm and 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, repair and re-lay 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 herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by Tulsa County, 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 shall be placed, erected, installed or maintained. Provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping, and customary screening fences, which do not constitute an obstruction.

1.2. Utility Service

1.2.1 Overhead lines for the supply of electric, telephone and cable television services may be located within the west perimeter easements of the subdivision. Street light poles or standards may be served by overhead or underground cable, and elsewhere throughout the subdivision, all supply lines including electric, telephone, cable television and gas lines shall be located underground in easements dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in general utility easements.

1.2.2 Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest service pedestal, transformer, or gas main 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 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 gas main, service pedestal or transformer to the service entrance on the structure.

1.2.3 The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have the right of access to all easements shown on the plat or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

1.2.4 The Owner/Developer shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the Owner/Developer shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner/Developer or his agents or contractors.

1.2.5 The foregoing covenants set forth in this subsection 1.2 shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

1.3 Gas Service

1.3.1 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.

1.3.2 The Owner/Developer shall be responsible for the protection of the underground gas facilities located in the Owner/Developer's lot and shall prevent the alteration of grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner/Developer shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner/Developer, or its agents or contractors.

1.3.3 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.4 Lot Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation. The Owner/Developer shall not 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 lot. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by the Owner/Developer and by Tulsa County, Oklahoma.

1.5 Paving and Landscaping within Easements

The Owner/Developer shall be responsible for the repair of damage to landscaping and paving occasioned by installation or necessary maintenance of underground water service, sanitary sewer services and/or septic lines, storm sewer, natural gas, communication, cable television or electric facilities within the easement areas depicted upon the accompanying plat, provided however, Tulsa County, Oklahoma or the supplier of utility service shall use reasonable care in the performance of such activities.

1.6 Pipeline Easement

The Owner/Developer acknowledges the grant of the 50 foot Pipeline Easement as depicted on the face of this Plat, subject to the conditions of the original Right-of-Way grant recorded in Book 4249, at Page 1127 in the records of the Tulsa County Clerk's office, including granting the following to the owner of the pipeline:

1.6.1 The right of way and easement from time to time to maintain, operate, relay, replace, change the size of and remove any or all of the pipeline owner's pipelines currently in place within the owned land and

1.6.2 The right of way and easement from time to time to lay, maintain, operate, relay, replace, change the size of and remove additional pipelines within the Defined Easement, for the transportation of gas, water, petroleum products and any other gases or substances (whether or not of a similar nature) which can be transported through a pipeline;

1.6.3 Together with the right of ingress and egress across the owned land for the purposes incident to the exercise of the aforesaid rights and the right to place on the owned land incidental equipment to facilitate the use of pipelines

1.6.4 The Owner/Developer covenants and agrees that no dwelling, buildings structures, obstructions or engineering work of whatsoever kind shall be erected on said defined easement and that no change will be affected in the present grade of said Defined Easement.

SECTION II. SEWAGE DISPOSAL

2.1 No sewage disposal is proposed for individual burial lots or re-subdivisions of this tract at the time of platting for cemetery use. In the event future construction of facilities requiring sewage to be disposed of by individual septic tank disposal systems, the Owner/Developer hereby acknowledge that said system or systems shall be subject to the regulations of the Tulsa City/County Health Department, or their successors. The Owner/Developer shall be responsible for the installation and maintenance of the septic system serving the subdivision or individual lot, and the area containing the lateral lines shall be maintained free of paving, surfacing, swimming pools, lawn sprinkler systems, or any building or other structure which would interfere with the functioning of the lateral lines.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

3.1 Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon Owner/Developer, its successors and assigns. Within the provisions of Section I. Streets, Easements and Utilities, are set forth certain covenants and the enforcement rights pertaining thereto and whether or not therein so stated, the covenants within

Section I. shall inure to the benefit of, and be enforceable by Tulsa County, Oklahoma. In any judicial action brought to enforce the covenants established in this Deed of Dedication the defense that the party initiating the equitable proceeding has an adequate remedy at law is hereby waived.

3.2 Duration

These restrictions shall remain in full force and effect until January 1, 2029 and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

3.3 Amendment or Termination

The covenants contained within Section I. Streets, Easements and Utilities, may be amended or terminated at any time by written instruments signed and acknowledged by the Owner/Developer to which the amendment or termination is to be applicable and approved by the Tulsa Metropolitan Area Planning Commission, or its successors and Tulsa County, Oklahoma.

3.4 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 of any part thereof as set forth herein, which shall remain in full force and effect.

WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this ____ day of _____, 2020.

Islamic Society of Tulsa
an express trust

_____, President

State of Oklahoma)
) ss
County of Tulsa)

This instrument was acknowledged before me this ____ day of _____, 2020, by _____, President of Islamic Society of Tulsa, an express trust.

Notary Public
My commission No. is _____
My commission expires _____

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, 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 "ISLAMIC CEMETERY", a subdivision in the Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this ____ day of _____, 2020.

Bobby D. Long
Professional Land Surveyor
Oklahoma No. 1886



State of Oklahoma)
) ss.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this ____ day of _____, 2020, by Bobby D. Long.

Jack Taber, Notary Public

ISLAMIC CEMETERY

Date of Preparation: April 15, 2020

Sheet 2 of 2