

TULSA METROPOLITAN AREA PLANNING COMMISSION

175 East 2nd St, Suite 480 - Tulsa, OK 74103 - (918) 596-7526 - tulsaplanning.org - Submit applications to planning@cityoftulsa.org

ACCELERATED RELEASE OF BUILDING PERMIT

APPLICATION INFORMATION

RECEIVED BY: _____ DATE FILED: _____ TAC DATE: _____ TMAPC DATE: _____

ZONING REFERENCE CASE: _____ BOA REFERENCE CASE: _____

TMAPC DATE (IF PENDING): _____ PROPOSED ZONING: _____ BOA DATE (IF PENDING): _____

***A PRELIMINARY PLAT MUST BE IN PROCESS BEFORE A REQUEST FOR ACCELERATED RELEASE WILL BE CONSIDERED.**

*PLAT NAME: _____ *APPROVAL DATE: _____ *ANTICIPATED APPROVAL DATE: _____

SUBJECT PROPERTY INFORMATION

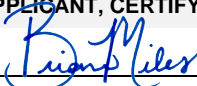
ADDRESS OR DESCRIPTIVE LOCATION: _____

LEGAL DESCRIPTION: _____

PRESENT ZONING _____ T-R-S _____ COUNCIL DISTRICT: _____ CO COMM DISTRICT: _____

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE: _____

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME	NAME
ADDRESS	ADDRESS
CITY, ST, ZIP	CITY, ST, ZIP
DAYTIME PHONE	DAYTIME PHONE
EMAIL	EMAIL
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: 	

DOES OWNER CONSENT TO THIS APPLICATION YES NO. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Agent

APPLICATION FEES (Make checks payable to City of Tulsa)		
TOTAL DUE:	\$700	RECEIPT NUMBER:

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

DISPOSITION

TMAPC ACTION: APPROVED DENIED DATE: _____ CONDITIONS: _____

SUBMITTAL REQUIREMENTS:

Conceptual Site Plan – 4 copies, 11x17 max & PDF

Preliminary Plat – 4 full-size copies & PDF

Note: Additional preliminary plat copies are not required if applications are submitted concurrently.

The following criteria must be met prior to authorization for an Accelerated Release of a Building Permit (Section 10-110.6 Subdivision & Development Regulations):

- The subject building permit is for a lot or parcel that is not required to be platted by Oklahoma statutes;
 - All required rights-of-way and easements have been dedicated or the planning commission has determined that circumstances related to the subject property reasonably preclude the future use or improvement of the area for which dedication would be required; and
 - All required improvements are in place or have been secured with a financial guarantee in accordance with Section 5-180, Subdivision & Development Regulations.
-

Public Agency Review (PAR) Meeting Date: Thursday, _____ 1:30 p.m.

Large Conference Room, 8th Floor, INCOG, 2 West 2nd Street

Tulsa Metropolitan Area Planning Commission (TMAPC) Case Number: _____

TMAPC Date: Wednesday, _____ 1:30 p.m.

Tulsa City Council Room, 2nd Level, One Technology Center, 175 East 2nd Street

A person knowledgeable of the application and the property must attend the meetings to represent the application.

If your application is approved, you will need additional permits.

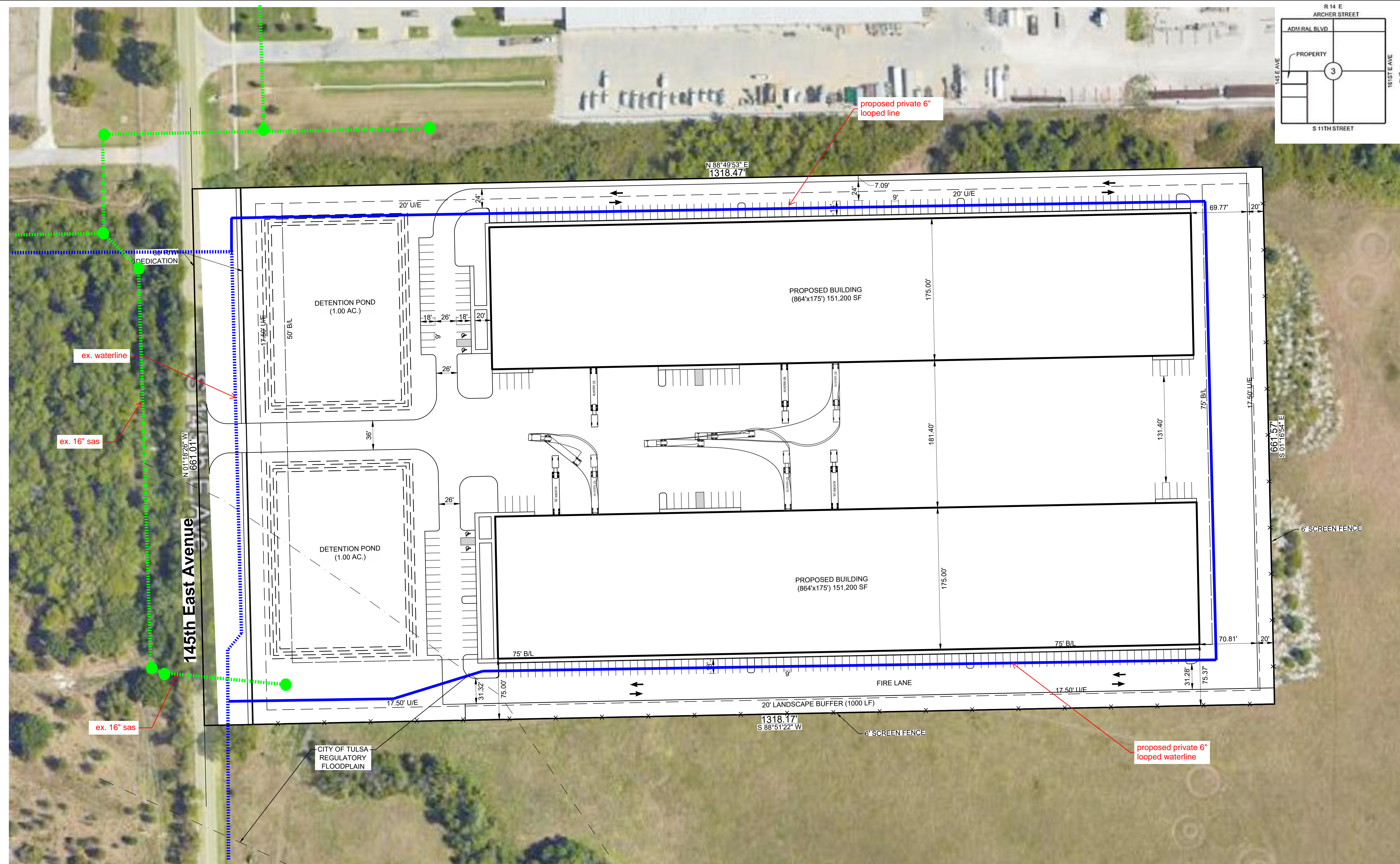
Contact the Permit Center at 918-596-9601 if your tract is in the City of Tulsa or Tulsa County Building Inspector's Office at 918-596-5296 if in unincorporated Tulsa County.

Tulsa Metropolitan Area Planning Commission

175 East 2nd St, Suite 480

Tulsa, OK 74103

(918) 596-7526



ORIG SIZE 22"x34"

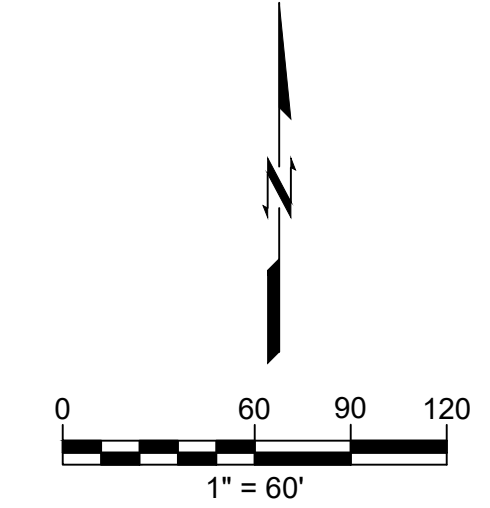
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Know what's below.
 Call before you dig.

CAUTION
 NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES.



PAWNEE INDUSTRIAL

145th EAST AVENUE TULSA OKLAHOMA

REV	DESCRIPTION	DATE

DATE December 2, 2024
 PROJECT NO. 2440102
 SHEET NAME

CONCEPTUAL
 SITE PLAN

SHEET NO.
S2

PRELIMINARY PLAT

PAWNEE INDUSTRIAL

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (N/2 NW/2 SW/4) OF SECTION THREE (3), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

PAWNEE INDUSTRIAL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO AS THE "OWNER"), IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (N/2 NW/2 SW/4) OF SECTION THREE (3), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE UNITED STATE GOVERNMENT SURVEY THEREOF AND BEING MORE PARTICULARLY DESCRIED AS FOLLOWS TO-WIT:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION THREE (3); THENCE N88°49'53"E A DISTANCE OF 1318.47 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4) OF SECTION THREE (3); THENCE S01°16'54"E A DISTANCE OF 661.57 FEET ALONG THE EAST LINE OF THE NORTH HALF (N/2) OF THE NORTHWEST CORNER OF THE SOUTHWEST CORNER OF SAID SECTION THREE (3); THENCE S88°51'22"W A DISTANCE OF 1318.17 FEET ALONG THE SOUTH LINE OF THE NORTH HALF (N/2) OF THE NORTHWEST CORNER OF THE SOUTHWEST CORNER OF SAID SECTION THREE (3); THENCE N01°18'26"W A DISTANCE OF 661.01 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THREE (3) TO THE POINT OF BEGINNING; CONTAINING 871,790 SQUARE FEET OF 20.01 ACRES, MORE OR LESS.

THE OWNER HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, AND 1 BLOCK (HEREIN AFTER THE "LOT") IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "PAWNEE INDUSTRIAL" A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION").

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UIE" 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 HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RELAYING 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 HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER AND ITS SUCCESSORS AND ASSIGNS (TOGETHER, THE "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 AN 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. UTILITY SERVICE

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENTS AND THE IN THE PERIMETER RIGHTS-OF-WAY 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 UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON 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 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.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY 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 SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, COMMUNICATION, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- 1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED IN THE SUBDIVISION.
2. WITHIN THE UTILITY EASEMENTS 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 JUDGMENT OF THE CITY OF TULSA, OKLAHOMA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND 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 LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR THE LOT OWNER'S AGENTS AND/OR CONTRACTORS.
4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO THE UTILITY EASEMENTS DEPICTED ON THE 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 COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

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 THE UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, REPAIRING OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE SUBDIVISION 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 GAS SERVICE, AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.
E. 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.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, 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 THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. LIMITS OF NO ACCESS

THE LOT OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH 145TH EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR, 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 ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA.

H. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS AND THE ORDINANCES OF THE CITY OF TULSA, OKLAHOMA AND ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNER PRIOR TO THE FIRST ISSUANCE OF THE FIRST OCCUPANCY PERMIT FOR ANY BUILDING WITHIN THE SUBDIVISION. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE CITY OF TULSA ENGINEERING DESIGN STANDARDS.

I. 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 (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY OF TULSA, OKLAHOMA. NOTWITHSTANDING THE FOREGOING, THE CITY OF TULSA, OKLAHOMA MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY OF TULSA'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER, NOTWITHSTANDING THE FOREGOING, THE CITY OF TULSA, OKLAHOMA 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 OF TULSA, OKLAHOMA'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE LOT OWNER, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

J. SANITARY SEWER EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "SANITARY SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING SANITARY SEWER LINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, MANHOLES, LAMPHOLES AND EQUIPMENT AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES STATED.

K. STORMWATER DETENTION EASEMENT

- 1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION.
2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN STORMWATER DETENTION EASEMENT NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
c. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
5. LANDSCAPING, APPROVED BY THE CITY OF TULSA, OKLAHOMA, SHALL BE ALLOWED WITHIN THE DETENTION EASEMENTS.

- 6. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, 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 PROPERTY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

L. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS AND ORDINANCES OF THE CITY OF TULSA, OKLAHOMA. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF TULSA, OKLAHOMA. THE OWNER SHALL BE REQUIRED TO CONSTRUCT SIDEWALKS ALONG SOUTH 145TH EAST AVENUE FRONTAGE. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER, THE OWNER OF THE LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

SECTION II. OPTIONAL DEVELOPMENT PLAN

DEVELOPMENT STANDARDS:

WHEREAS, THE PROPERTY WITHIN THE SUBDIVISION WAS MADE SUBJECT TO AN OPTIONAL DEVELOPMENT PLAN IN ACCORDANCE WITH THE TERMS OF SECTION 70.040 OF THE TULSA ZONING CODE, WHICH WAS HEARD BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION (THE "TMAPC") ON JULY 5, 2024 IN CASE NO. Z-7769, AND WAS APPROVED BY THE TULSA CITY COUNCIL ON JULY 17, 2024, THE IMPLEMENTING ORDINANCE NO. _____ BEING ADOPTED ON _____; AND

WHEREAS, THE PROVISIONS OF THE TULSA ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED OPTIONAL DEVELOPMENT PLAN; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT OF THE SUBDIVISION IN ACCORDANCE WITH THE APPROVED OPTIONAL DEVELOPMENT PLAN AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF TULSA, OKLAHOMA.

THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

THE STANDARDS WILL CONFORM TO THE PROVISION OF THE TULSA ZONING CODE FOR DEVELOPMENT IN THE IL DISTRICT WITH THE SUPPLEMENTAL REGULATION AND ACCESSORY USE PROVISIONS EXCEPT AT FURTHER REFINED BELOW.

LANDSCAPING

A TWENTY-FOOT (20') LANDSCAPE BUFFER WILL BE MAINTAINED ON THE SOUTHERN BOUNDARY.

THE LANDSCAPE BUFFER SHALL CONTAIN 1 TREE PER FIFTY (50) LINEAR FEET OF EDGE WHEN ADJACENT TO A BUILDING OR AN OUTDOOR EQUIPMENT AND MATERIALS STORAGE AREA. THE TREES AT THE TIME OF PLANTING, SHALL NOT BE LESS THAN THREE INCHES (3") IN CALIPER FOR DECIDUOUS OR EIGHT FEET (8') IN HEIGHT FOR EVERGREEN AND SPACED NOT MORE THAN SIXTY FEET (60') APART. HALF OF THE REQUIRED TREES SHALL BE EVERGREEN.

ALL OTHER LANDSCAPING SHALL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE TULSA ZONING CODE.

SCREENING

THE SOUTH AND EAST BOUNDARIES WILL HAVE A 6' SCREEN FENCE.

USE RESTRICTION

ANY MANUFACTURING AND INDUSTRIAL USES SHALL NOT GENERATE NOTICEABLE OFF-SITE IMPACTS IN TERMS OF NOISE, SMOKE, PARTICULATE MATTER, ODORS, OR VIBRATION AS PART OF THEIR NORMAL OPERATIONS.

ALL USES CATEGORIES, SUBCATEGORIES OR SPECIFIC USES AND RESIDENTIAL BUILDING TYPES THAT ARE NOT LISTED IN THE FOLLOWING PERMITTED USES CATEGORIES ARE PROHIBITED.

STANDARD IL ZONING DISTRICT USES ARE NOTED IN THE LEFT COLUMN. PROPOSED USE RESTRICTIONS ARE IN THE RIGHT COLUMN. PROHIBITED USES ARE IDENTIFIED AS A '-'. SPECIAL EXCEPTION USES ARE IDENTIFIED WITH AN 'S'. PERMITTED USES ARE DESIGNATED WITH A 'P'.

Table with 2 columns: USE CATEGORY and ODP. Rows include SUBCATEGORY, RESIDENTIAL (HOUSEHOLD LIVING, GROUP LIVING SECTION), PUBLIC, CIVIC AND INSTITUTIONAL (AIRPORT, CEMETERY, COLLEGE OR UNIVERSITY, DAY CARE FAMILY CHILD CARE HOME, DETENTION AND CORRECTIONAL FACILITY, FRATERNAL ORGANIZATION, GOVERNMENTAL SERVICE OR SIMILAR FUNCTIONS, HOSPITAL, LIBRARY OR CULTURAL EXHIBIT, NATURAL RESOURCE PRESERVATION, PARKS AND RECREATION).

(CONTINUED ON SHEET 3)

ORIG SIZE: 24"X36"

PLOT: 19/25

\\civl-server\projects\240102_Pawnee Industrial\Drawings\PRODUCTION\Plan\240102_D0D.dwg

PRELIMINARY PLAT

PAWNEE INDUSTRIAL

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (N/2 NW/2 SW/4) OF SECTION THREE (3), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

SECTION II. OPTIONAL DEVELOPMENT PLAN (CONTINUED)

Table with columns: USE CATEGORY, SUBCATEGORY, and ODP. Lists various facility types such as POSTAL SERVICES, RELIGIOUS ASSEMBLY, SAFETY SERVICE, SCHOOL SECTION, UTILITIES AND PUBLIC SERVICE FACILITY, WIRELESS COMMUNICATION FACILITY, COMMERCIAL, ANIMAL SERVICE, ASSEMBLY AND ENTERTAINMENT, BROADCAST OR RECORDING STUDIO, COMMERCIAL SERVICE, FUNERAL OR MORTUARY SERVICE, LODGING, MARINA, OFFICE, PARKING, NON-ACCESSORY, RESTAURANTS AND BARS RESTAURANT, RETAIL SALES, SELF-SERVICE STORAGE FACILITY, SEXUALLY ORIENTED BUSINESS ESTABLISHMENT, STUDIO, ARTIST OR INSTRUCTIONAL SERVICE, TRADE SCHOOL, VEHICLE SALES AND SERVICE, WHOLESALE, DISTRIB. & STORAGE, INDUSTRIAL, and RECYCLING.

AGRICULTURAL

COMMUNITY GARDEN P
FARM, MARKET- OR COMMUNITY-SUPPORTED P
HORTICULTURE NURSERY P

OTHER

DRIVE-IN OR DRIVE-THROUGH FACILITY
(AS A COMPONENT OF AN ALLOWED PRINCIPAL USE) P
OFF-PREMISE OUTDOOR ADVERTISING SIGN -
OIL OR GAS WELL -

SUPPLEMENTAL LOT AND AREA REQUIREMENTS:

THE PROPERTY WILL MEET THE LOT AND AREA REQUIREMENTS OF THE IL.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT

THE COVENANTS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, 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 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. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF TULSA, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. 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 COVENANTS AND RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED HEREIN 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 AND THE CITY OF TULSA. ANY SUCH AMENDMENT SHALL BECOME EFFECTIVE WHEN RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY COVENANT 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: PAWNEE INDUSTRIAL, LLC, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2025.

PAWNEE INDUSTRIAL, LLC

BY: _____
MEMBER

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2025, BY _____ AS MEMBER OF PAWNEE INDUSTRIAL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION NO: _____
MY COMMISSION EXPIRES: _____
[SEAL]

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, A LICENSED 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 PAWNEE INDUSTRIAL, 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 LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2025.



R. WESLEY BENNETT, PLS
OK PLS 1562

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 _____, 2025, PERSONALLY APPEARED R. WESLEY BENNETT, 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.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/11/2028
MY COMMISSION NUMBER: 00020202
[SEAL]

