

TULSA METROPOLITAN AREA PLANNING COMMISSION

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

tulsaplanning.org

[X] SUBDIVISION PLAT [] MINOR SUBDIVISION PLAT

APPLICATION INFORMATION

RECEIVED BY: BS DATE FILED: 5/24/22 PLAT NAME: SETTLER'S HILL
 [X] CITY [] COUNTY REFERRAL CITIES: _____

SUBDIVISION PLAT SCHEDULE		REFERENCE CASES	
PUBLIC AGENCY REVIEW:	<u>6/16/22</u>	ZONING/PUD/CO CASE:	
TMAPC:	<u>7/6/22</u>	TMAPC DATE:	
		BOA CASE:	
		BOA DATE:	

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: E. 131ST ST & S. 17TH E AVE, TRACT SIZE: 177.49 ± acres

LEGAL DESCRIPTION: SEE ATTACHED _____

PRESENT USE: VACANT PRESENT ZONING: MPD1, T-R-S: 19-14-23, COUNCIL DISTRICT: _____ CO COMM DISTRICT: _____

WATER SUPPLY: CITY OF TULSA SANITARY SEWER: CITY OF TULSA

ELECTRIC: AEP/PSO, GAS: ONG PHONE: ATT TV: COX SCHOOL DISTRICT: TULSA PUBLIC SCHOOLS

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE: CONSTRUCT A SINGLE FAMILY RESIDENTIAL SUBDIVISION IN 4 PHASES

PROPOSED ZONING: RS4 LOTS PROPOSED: 321 BLOCKS PROPOSED: 17

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
NAME JR DONELSON		NAME FLAT TOP DEVELOPMENT LLC	
ADDRESS 12820 SO. MEMORIAL DR., OFFICE 100		ADDRESS 2301 S. FLORENCE PL.	
CITY, ST, ZIP BIXBY, OK. 74008		CITY, ST, ZIP TULSA, OK. 74114	
DAYTIME PHONE 918-394-3030		DAYTIME PHONE 918-521-3923	
EMAIL JRDON@TULSACOXMAIL.COM		EMAIL JARED@SIXTHDAYPROPERTIES.COM	
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.			
SIGNATURE & DATE: <u>[Signature]</u>		<u>5/27/2022</u>	

DOES OWNER CONSENT TO THIS APPLICATION [X] YES [] NO

WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? AGENT

APPLICATION FEES (Make checks payable to INCOG)		PRELIMINARY PLAT DISPOSITION	
PRELIMINARY PLAT FEE:	\$1,200	TMAPC ACTION: [] APPROVED [] DENIED	
FINAL PLAT FEE:	\$900	DATE/NOTE:	
MINOR PLAT FEE:	\$650	CONDITIONS:	
TOTAL AMOUNT DUE: \$ <u>1,200</u>	\$ 1,200		
RECEIPT NUMBER: <u>934721</u>			

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

1914-23 ANTIS TRACT 1

A TRACT OF LAND IN THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (23), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) 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:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION TWENTY-THREE (23); THENCE SOUTH $01^{\circ}26'13''$ EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) A DISTANCE OF 2640.16 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION TWENTY-THREE (23); THENCE SOUTH $88^{\circ}40'47''$ WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION TWENTY-THREE (23) A DISTANCE OF 1872.51 FEET; THENCE NORTH $01^{\circ}19'13''$ WEST A DISTANCE OF 417.46 FEET; THENCE NORTH $52^{\circ}24'14''$ EAST A DISTANCE OF 345.53 FEET; THENCE NORTH $08^{\circ}22'39''$ EAST A DISTANCE OF 204.20 FEET; THENCE NORTH $68^{\circ}44'03''$ WEST A DISTANCE OF 423.39 FEET; THENCE NORTH $06^{\circ}15'21''$ WEST A DISTANCE OF 250.80 FEET; THENCE NORTH $09^{\circ}38'07''$ EAST A DISTANCE OF 428.17 FEET; THENCE SOUTH $77^{\circ}18'48''$ WEST A DISTANCE OF 306.21 FEET; THENCE NORTH $17^{\circ}52'52''$ EAST A DISTANCE OF 227.41 FEET; THENCE NORTH $05^{\circ}47'17''$ EAST A DISTANCE OF 440.76 FEET; THENCE NORTH $02^{\circ}00'34''$ EAST A DISTANCE OF 92.57 FEET; THENCE NORTH $36^{\circ}36'05''$ WEST A DISTANCE OF 167.21 FEET; THENCE NORTH $07^{\circ}16'14''$ WEST A DISTANCE OF 164.76 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION TWENTY-THREE (23); THENCE NORTH $88^{\circ}41'29''$ EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION TWENTY-THREE (23) A DISTANCE OF 2164.46 FEET TO POINT OF BEGINNING.

SAID TRACT CONTAINS 5,117,790.30 SQUARE FEET OR 117.49 ACRES MORE OR LESS.

SURVEYOR:
 D. GOSS & ASSOCIATES, LLC
 12345 W. OKLAHOMA
 SUITE 100, OKLAHOMA
 PHONE: 918-638-9203
 C.A. NO. 3932
 EXP. DATE: 6-30-2023
 EMAIL: DGOSS@ASSOCIATES@AOL.COM

OWNER:
 FLAT TOP DEVELOPERS, LLC
 P.O. BOX 32359
 5324 W. OKLAHOMA
 PHONE: 918-531-3923
 CONTACT: JARED ANDERSON
 EMAIL: JARED@SIXTHAVENPROPERTIES.COM

SETTLER'S HILL

PRELIMINARY PLAT

A SUBDIVISION IN THE NE/4 OF SECTION 23, T-19-N,
 R-14-E OF THE INDIAN BASE AND MERIDIAN, CITY OF
 TULSA, TULSA COUNTY, STATE OF OKLAHOMA.

ENGINEER:
 JR DONELSON, INC.
 12820 SO. MEMORIAL DR #100
 BAYB, OK 74008
 PHONE: 918-594-5030
 C.P. NO. 1985
 EXP. DATE: 6-30-2028
 EMAIL: JRDONELSON@TULSAENGINEERS.COM

N=41491.5924
 E=2624249.5797
 NE/4 CORNER NE/4
 SEC 23, T-19-N, R-14-E
 EXP. DATE: 6-30-2028
 EMAIL: JRDONELSON@TULSAENGINEERS.COM



LEGEND

- ⊕ CENTER LINE
- ▬ BUILDING LINE
- U/E UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- O.D.E. OVERLAND DRAINAGE EASEMENT
- FOUND FOUND
- ESMT EASEMENT
- A.O. ACCESS OPENING
- L.N.A. LIMITS OF NO ACCESS
- NW/4 NORTHWEST QUARTER
- PL PLACE
- UNPL UNPLATTED
- RES RESERVE

NOTES:

1. BASIS FOR BEARINGS: THE BASIS BEARINGS IS THE EAST LINE OF THE NE/4 OF SECTION 23, T-19-N, R-14-E, SHOWN AS AN ASSUMED BEARING S 01°26'13"E, USED OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NORTH AMERICAN DATUM 1983 (NAD83), (SECTION 3.3.3 (D))
2. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LAND SURVEYING PROFESSIONAL ENGINEERS AND SURVEYORS.
3. 3/8" IRON PINS WERE EITHER FOUND OR SET AT EACH PROPERTY CORNER.

UNPLATTED

FINAL PLAT

ENDORSEMENT OF APPROVAL

Tulsa Metropolitan Area Planning Commission
 Approval Date: _____

THARC/ANCOS
 CITY ENGINEER

ATTEST: CITY CLERK
 CITY ATTORNEY

MAJOR

Approval Date: _____

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.

CHAIRMAN

SETTLER'S HILL
 MAY 9, 2022
 SHEET 1 OF 3

LOCATION MAP
 SCALE: 1" = 2000'

SECTION 23
 E. 41st St. So.
 So. 161st E. Ave.
 So. 177th E. Ave.
 LYNN LANE
 So. 170th E. Ave.
 So. 172nd E. Ave.
 So. 176th E. Ave.
 So. 178th E. Ave.
 E. 31st Pl. S.
 E. 32nd St. S.
 E. 33rd Pl. S.
 E. 34th Pl. S.
 E. 35th St. S.
 E. 36th Pl. S.
 E. 37th St. S.

UNPLATTED

SECTION 23
 SUBDIVISION CONTAINS
 AREA= 117.488 Acres
 TOTAL NO. LOTS 321
 BLOCKS: 18
 RESERVE AREAS: 17

MAY 9, 2022
 C:\CONCORD\PHASE1-050922

UNPLATTED

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UNPLATTED

UNPLATTED

F. Antennae and aerial restrictions.
1. No exterior radio or television aerial wires or antennae shall be erected or attached on or near any structure on any lot of this subdivision.

G. Garages.

1. All houses shall have a minimum of one attached two (2) car garage conforming to the architecture of the dwelling structure, conforming to all restrictions and covenants and codes and approved by the developer of Settler's Hill, and the architectural committee of the subdivision.

H. Temporary structures.

1. No out-building, garage, shed, tent, trailer (i.e., any mobile or manufactured home), basement or temporary building shall be used for permanent or temporary residence purposes, provided that this paragraph shall not be deemed or construed to prevent the use of a temporary shed during the period of actual construction of a building for any reason whatsoever. The use of temporary structures for any other purpose which shall be provided by the builder during such construction.

I. Accessory and out-buildings.

1. Accessory buildings shall conform to the dwelling structure architecture, and shall be behind a privacy fence. No accessory building shall have a roof pitch of less than 6 in 12 and similar in design to residence.

2. All mailboxes in the subdivision shall conform to the model as set forth by the standards committee. Such mailboxes shall be provided by the developer at developer's costs at the closing of the lot or home purchase.

3. Each lot shall have two 2-inch (caliper measurement) trees (not including any existing trees) per lot.

J. No truck, camper, motor home, trailer, boat, or vehicle of any type (whether operable or not) may be parked, kept or stored on any lot except in a garage or screened area behind the building line of the tract for more than forty-eight (48) hours during any seventy-two (72) hour period.

K. Livestock and poultry prohibited. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part thereof, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

L. Billboards prohibited. The construction or maintenance of billboards or advertising boards or structures on any lot is specifically prohibited, except temporary billboards advertising sale or rental of such property are permitted, provided they do not exceed nine (9) square feet in size.

M. Existing structures. No existing, erected building or structure of any sort may be moved onto or placed on any of the Lots in Settler's Hill.

N. Obstructions. No object, including vegetation, shall be permitted on any corner lot which obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through site lines parallel to the ground surface at elevations between two (2) feet and six (6) feet above the roadways.

O. Lot division. No lot shall be split or further subdivided so as to reduce the area thereof, except as necessitated by correction of encroachments or other boundary deficiencies caused by errors in the plotting, re-plotting or surveying of the subdivision. This shall also include any changes necessary pursuant to any municipal direction.

P. The developers of Settler's Hill reserve the right in their sole discretion and without joinder of any owner at any time so long as it is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as developers and filed in the County Clerk's office in the Court House of Tulsa County, Oklahoma.

Q. Reserve Areas designated "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "R", "S" on the attached plat are areas that will be decided to the Settler's Hill Property Owners Association, Inc., for their use and benefit. These areas shall be reserved to the Settler's Hill Property Owners Association, Inc. and shall be subject to the restrictions in Settler's Hill. Maintenance of these reserve areas will be the responsibility of the Settler's Hill Property Owners Association, Inc.

R. Enforcement. Enforcement to restrain violation, or compel compliance with, these covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate any covenant herein, and may be brought by the Owner or Owners of any lot or having any interest therein, whether acting jointly or severally. The developer of Settler's Hill hereby waives the right to sue or be sued, and is obligated to enforce any covenant or restriction through legal proceedings.

S. No above ground swimming pools are allowed. No playground equipment is allowed in the front yard of any lot. One (1) flag/pole may be mounted from the house.

T. Address Marker Type. Address numbers are to be 3" tall, made of wood, stone, metal, or cast-iron, naturally weathered copper, steel or bronze with a matte finish. Automatically is encouraged.

U. Exterior Lighting. Lighting that uses timing mechanisms to shut off lights on an established calendar date to be determined by the HOA.

W. Gutters. Full gutters on home are required with downspouts - painted or galvanized metal. Downspouts shall terminate at either a concrete or stone splash block, or shall be tied to an underground drainage system.

X. Exterior Doors. Exterior doors shall be one of the following: (a) Aluminum clad with a wood grain finish, (b) Solid wood with a wood grain finish, (c) Wood composite, painted, (d) Steel, (e) Door glazing shall be clear glass reflective, tinted, sandblasted, frosted, or etched glass is not allowed. Storm doors are not allowed.

Y. Holiday Lighting & Time Periods. Holiday lighting and religious decorations are allowed within 30 days prior to and 15 days after any given holiday or religious observance. Christmas lighting and decorations are allowed from Halloween through the second weekend of January.

Z. Driveways. Driveways shall be primarily concrete or concrete strips. A maximum of two types of paving materials may be used on driveways. Paving within auto courts should match or be similar in style and/or color to paving used for other outdoor areas such as terraces and/or stairs associated with buildings.

SECTION IV. PROPERTY OWNERS ASSOCIATION

A. Property Owners Association. "Flat Top Developers LLC," will form the SETTLER'S HILL PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), a non-profit entity established pursuant to the Business Corporation Act of the State of Oklahoma and formed for the general purposes of maintaining the common open areas and for enhancing the value, desirability and attractiveness of SETTLER'S HILL. The creation of this Association shall be completed at the sole discretion of Flat Top Developers LLC, hereinafter referred to as the "Developer." The Association shall have its principal office in SETTLER'S HILL.

B. Membership. At any time any house constructed on a Lot and that Lot and house has been sold and occupied, the owner thereof shall become a member of the SETTLER'S HILL PROPERTY OWNERS ASSOCIATION, INC. and membership shall be open to all persons who own a lot in the subdivision. The membership of a person shall be determined by the written consent of the Association. The acceptance of a deed to a lot by the home owner shall constitute acceptance of membership in the Association as of the date of incorporation, or as of the date of the recording of the deed, whichever occurs last.

C. Covenant for assessments. The homeowner, and each subsequent owner of a lot or portion thereof, by acceptance of a deed thereof, is deemed to covenant and agree to pay the Association an annual assessment as established by the board of directors. No vacant lot will be assessed, unless through a written consent of the owner. Annual assessment rates shall be established each year by the assent of 51% of the Lot owners within the subdivision. The assessment shall be due on the first day of the month of January. The assessment attorney's fees shall be a continuing lien on the lot and the personal obligation of the ownership of the lot at the time of assessment. The lien of the assessments provided for herein shall be subordinate to the liens of any first mortgage.

D. Duration, Amendment and Severability.

1. Duration. These restrictions shall remain in full force and effect until January 1, 2035, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

2. Amendment or Termination. The private covenants and restrictions contained herein shall remain in full force and effect until they are amended, modified, changed or canceled by written instrument signed and acknowledged by the owners of two-thirds (2/3) of the lots in SETTLER'S HILL. Provided, however, so long as the Owner, or any equity majority owned by a current shareholder or Owner, owns a lot in SETTLER'S HILL, the Owner retains the right, IN HIS SOLE DISCRETION, to: (i) veto any proposed amendments and (ii) amend, in its discretion, any covenant or term contained herein and (iii) subject to the approval of the City of Tulsa, to amend, modify, change or terminate any restriction which may be altered only with the written consent of the City of Tulsa.

3. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement, 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.

SECTION V. SURFACE DRAINAGE

A. Surface Drainage. Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters on and around the property. The 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 his lot. No property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans on the lot of the City of Tulsa. The property owner shall prevent the installation of any surface drainage system which would interfere with the drainage of surface stormwater from the original approved construction plans on the lot of the City of Tulsa. The property owner shall prevent any such public water mains, valves, storm sewers, and or public sanitary sewer facilities. The covenants set forth in this paragraph shall be enforceable by any affected property owner and by the City of Tulsa, Oklahoma.

As owner, we hereby certify that we have caused the land described in this plat to be surveyed, divided, mapped, dedicated and access rights reserved as represented on the plat.

In witness whereof the owner have executed this Deed of Dedication on this _____ day of _____, 20____.

Flat Top Developers, LLC

Member/Manager

STATE OF OKLAHOMA)
COUNTY OF TULSA)

Before me the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person who subscribed the name thereto to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed for said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary _____
My commission expires: _____

SURVEYORS CERTIFICATE

I, Daniel S. Goss, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land that the plat is a correct representation of the exterior boundaries of the land and that the plat is a correct representation of the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this _____ day of _____, 20____.

Daniel S. Goss, RLS #1316 Exp. 6-30-2023
CA 3932

STATE OF OKLAHOMA)
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person who executed the foregoing instrument, 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.

Given under my hand and seal the day and year last above written.

Notary _____
My commission expires: _____

SURVEYOR:
D. GOSSE & ASSOCIATES, LLC
12347 HERWOOD HILL RD
SUITE 100 TULSA, OKLAHOMA 74129
PHONE: 918-438-9203
FAX: 918-438-9203
E.P. DATE: 6-30-2023
EMAIL: DOSSASSOCIATES@AOL.COM

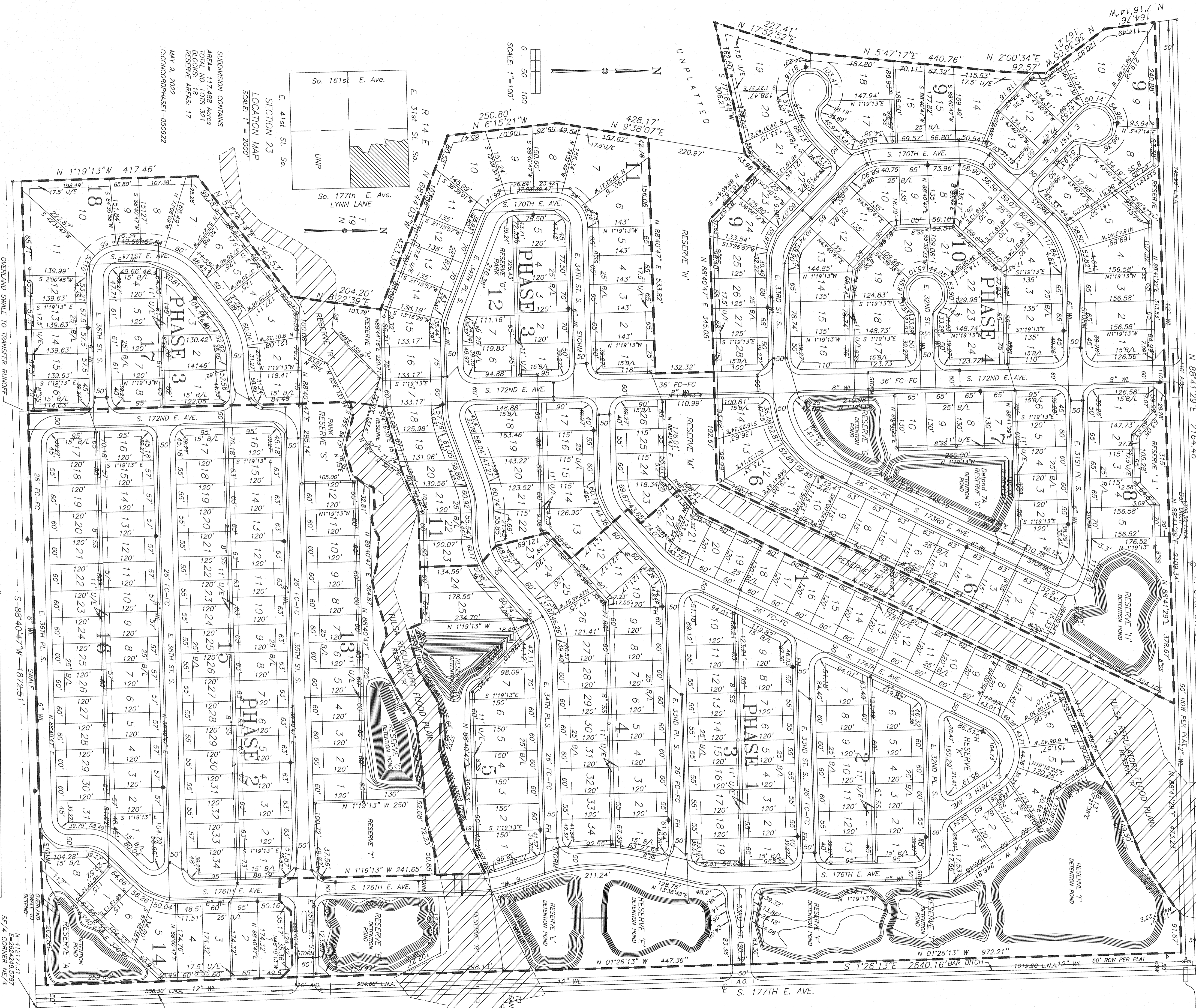
OWNER:
FLAT TOP DEVELOPERS, LLC
P.O. BOX 52856
TULSA, OKLAHOMA 74152
PHONE: 918-221-1100
FAX: 918-221-1100
EMAIL: JARED@SIXTHARROWPERITES.COM

SETTLER'S HILL

CONCEPTUAL UTILITY PLAN

A SUBDIVISION IN THE NE/4 OF SECTION 23, T-19-N,
R-14-E OF THE INDIAN BASE AND MERIDIAN, CITY OF
TULSA, TULSA COUNTY, STATE OF OKLAHOMA.

ENGINEER:
JP DOWNEISSON, INC.
12820 SO. WENORRAL DR. #100
BIXBY, OK 74008
PHONE: 918-394-3030
FAX: 918-394-3030
E.P. DATE: 6-30-2023
EMAIL: JDOWN@JPSDCOMM.COM



LEGEND

Center Line	Center Line
Building Line	Building Line
Utility Easement	Utility Easement
Right of Way	Right of Way
Overland Drainage Easement	Overland Drainage Easement
Found	Found
Easement	Easement
Access Opening	Access Opening
Limits of No Access	Limits of No Access
Northwest Quarter	Northwest Quarter
Place	Place
Unplatted	Unplatted
Res	Res

- NOTES:
1. BASIS FOR BEARINGS: THE BASIS FOR BEARINGS IS THE EAST LINE OF THE NE/4 OF SECTION 23, T-19-N, R-14-E SHOWN AS AN ASSUMED BEARING S 01°28'13"E. USED OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NORTH AMERICAN DATUM 1983 (NAD83). (SECTION 3.3 3(d))
 2. THIS PLAN MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.
 3. 3/8" IRON PINS WERE EITHER FOUND OR SET AT EACH PROPERTY CORNER.

APPROVALS

Tulsa Metropolitan Area Planning Commission Approval Date: _____	THARC/INCOG
City Engineer Council of the City of Tulsa, Oklahoma	ATTN: 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.

SETTLER'S HILL
MAY 9, 2022
SHEET 1 OF 3