

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: NF DATE FILED: 7/7/22 PLAT NAME: Tulsa Classical Academy

CITY **COUNTY** REFERRAL CITIES: _____

SUBDIVISION PLAT SCHEDULE		REFERENCE CASES	
PUBLIC AGENCY REVIEW:	<u>7/21/22</u>	ZONING/PUD/CO CASE:	
		TMAPC DATE:	
TMAPC:	<u>8/3/22</u>	BOA CASE:	<u>BOA-23305</u>
		BOA DATE:	<u>04/12/22</u>

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: 9801 S Sheridan Rd TRACT SIZE: 14.83 ± acres

LEGAL DESCRIPTION: See Attached

PRESENT USE: Equestrian School PRESENT ZONING: AG T-R-S: 18-13-23 COUNCIL DISTRICT: 8 CO COMM DISTRICT: _____

WATER SUPPLY: City of Tulsa SANITARY SEWER: City of Tulsa

ELECTRIC: AEP GAS: ONG PHONE: ATT TV: COX SCHOOL DISTRICT: Tulsa

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE:
Charter school

PROPOSED ZONING: AG LOTS PROPOSED: 1 BLOCKS PROPOSED: 1

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Route 66 Engineering</u>	NAME <u>McCorkle Family Properties, LP</u>
ADDRESS <u>28 N Water</u>	ADDRESS <u>11115 S 109th East Avenue</u>
CITY, ST, ZIP <u>Sapulpa, OK 74066</u>	CITY, ST, ZIP <u>Bixby, OK 74008</u>
DAYTIME PHONE <u>918-248-1129</u>	DAYTIME PHONE _____
EMAIL <u>john@66eng.com</u>	EMAIL _____
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE:  <u>7-7-22</u>	

DOES OWNER CONSENT TO THIS APPLICATION 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: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED
FINAL PLAT FEE: \$900	DATE/VOTE: _____
MINOR PLAT FEE: \$650	CONDITIONS: _____
TOTAL AMOUNT DUE: \$ 1200	
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

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SUBDIVISION PRE-APPLICATION REVIEW

PROJECT INFORMATION

Subdivision Location: 9801 S Sheridan Rd
Acreage: 14.83 Number of Lots: 1 Project Name: Tulsa Classical Academy
Owner of Property: McCorkle Family Properties, LP
Person Requesting Review: Route 66 Engineering / John Droz Date: 6/29/22

COMPREHENSIVE PLAN STATUS

LAND USE DESIGNATION: new neighborhood GROWTH OR STABILITY DESIGNATION: growth

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 charter school [] WOULD or [] WOULD NOT conform to the zoning district classification.
Minimum lot size required: _____
Is the property is located within an approved development plan? [] YES NO
If yes, does the project conform to all development standards? [] YES [] NO
Is there a Rezoning or Board of Adjustment case pending on the site? [] YES NO Case number: BOA-23305
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 North bound decel lane & sidewalks. Provided by the developer through the COT IDP Process.
Water Water main extension and connections to the neighborhood deadend lines. Provided by the developer through the COT IDP process.
Sewer Private sanitary sewer connection only.
Storm Water/Drainage Proposed retention ponds onsite. Provided by the developer through the COT IDP Process.
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.

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.

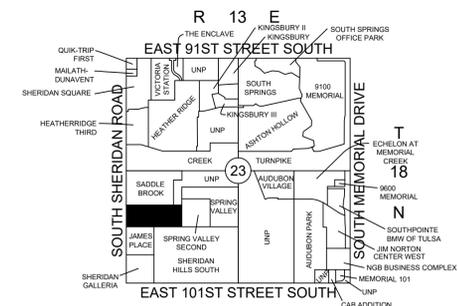
FINAL PLAT PROCESS

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.

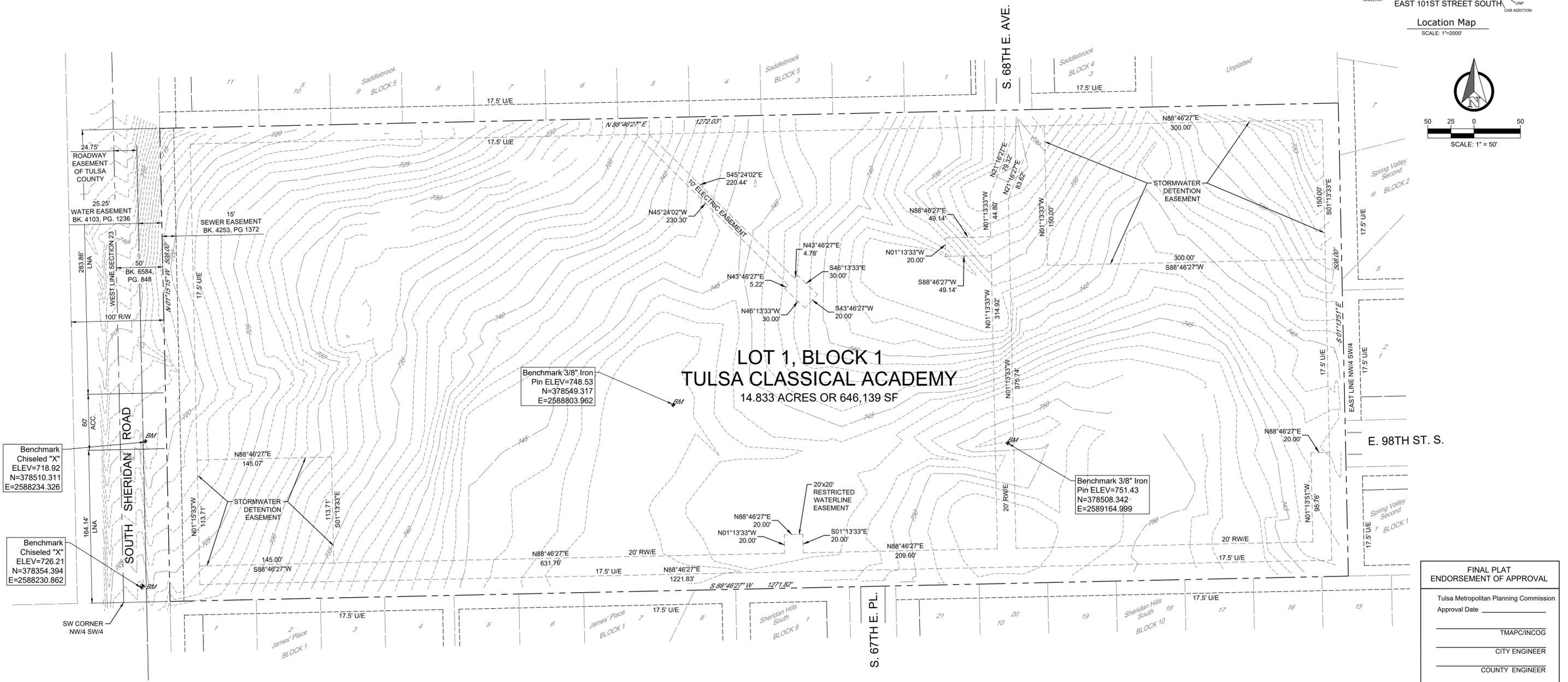
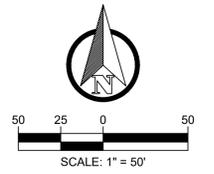
PLAT NO.

PRELIMINARY PLAT TULSA CLASSICAL ACADEMY

THE SOUTH 508 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 OF SW/4) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA



Location Map
SCALE: 1"=2000'



Benchmark
Chiseled "X"
ELEV=718.92
N=378510.311
E=2588234.326

Benchmark
Chiseled "X"
ELEV=726.21
N=378354.394
E=2588230.862

Benchmark 3/8" Iron
Pin ELEV=748.53
N=378549.317
E=2588803.962

Benchmark 3/8" Iron
Pin ELEV=751.43
N=378508.342
E=2589164.999

LEGAL DESCRIPTION
THE SOUTH 508 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 OF SW/4) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF,

LESS AND EXCEPT THE WEST 50.00 FEET OF THE SOUTH 508.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 OF SW/4) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

BASIS OF BEARING
THE BEARING BASE FOR THIS SURVEY IS BASED ON THE OKLAHOMA STATE PLAN COORDINATE SYSTEM (NORTH ZONE 3501)

OWNER / DEVELOPER
CLASSICALLY FORMED FOUNDATION, INC
NATHAN PHELPS
P.O. BOX 35772
TULSA, OK 74153
918-509-3676
nathan@classicallyformed.org

SURVEYOR
BENNETT SURVEYING, INC
P.O. BOX 848
CHOUTEAU, OKLAHOMA 74337
PH (918) 935-0350
E-mail: cliff@bennettsurveying.com
CA No. 4502 Renewal: June 30, 2024

ENGINEER
ROUTE 66 ENGINEERING, LLC
28 NORTH WATER STREET
SAPULPA, OK 74066
PH (918) 248-1129
E-mail: bcox@66eng.com
CA No. 8853 Renewal: June 30, 2023

ACC. = LIMITS OF ACCESS
LNA = LIMITS OF NO ACCESS
R/W/E = RESTRICTED WATERLINE EASEMENT
U/E = UTILITY EASEMENT
B/L = BUILDING SETBACK LINE
R/W = RIGHT-OF-WAY
SF = SQUARE FEET

SUBDIVISION CONTAINS 1 LOT IN 1 BLOCK
SUBDIVISION CONTAINS 14.833 TOTAL ACRES

THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ALL PROPERTY CORNERS ARE MONUMENTED WITH NO.3 REBARS WITH YELLOW CAP STAMPED RLS 4502.

BEARING BASE FOR THE PLAT IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83(1993).

ACCESS AT TIME OF PLAT WAS PROVIDED BY THE PUBLIC ROAD SOUTH SHERIDAN ROAD

FINAL PLAT ENDORSEMENT OF APPROVAL

Tulsa Metropolitan Planning Commission
Approval Date _____

TMAPC/INCOG

CITY ENGINEER

COUNTY ENGINEER
Council of the City of Tulsa, Oklahoma
Approval Date _____

CHAIRMAN

MAYOR

ATTEST: CITY CLERK

CITY ATTORNEY

The approval of the 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.

PRELIMINARY PLAT
TULSA CLASSICAL ACADEMY

DEED OF DEDICATION AND
DECLARATION OF RESTRICTIVE COVENANTS

THE SOUTH 508 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 OF SW/4) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

CLASSICALLY FORMED FOUNDATION, INC., A 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:

THE SOUTH 508 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 OF SW/4) OF SECTION TWENTY-THREE (23), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

LESS AND EXCEPT THE WEST 50.00 FEET OF THE SOUTH 508.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 OF SW/4) OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

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

SECTION I. STREETS, EASEMENTS AND UTILITIES

1. PUBLIC STREETS AND UTILITY EASEMENTS

1.1. THE OWNER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED 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 STATED, PROVIDED THE OWNER 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 AREAS DEPICTED ON THE PLAT. THE OWNER 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 STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

2. RESTRICTED WATERLINE EASEMENTS

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

3. STORMWATER DETENTION EASEMENTS

3.1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS 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.

3.2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

3.3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN STORMWATER DETENTION EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

3.4. 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:

3.4.1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.

3.4.2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

3.4.3. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.

3.4.4. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

3.5. LANDSCAPING, APPROVED BY THE CITY OF TULSA, OKLAHOMA, SHALL BE ALLOWED WITHIN THE DETENTION EASEMENTS.

3.6. 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, OR THE ALTERATION OF GRADE WITHIN A DETENTION EASEMENT, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION 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 IN THE SUBDIVISION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

4. UTILITY SERVICE

4.1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE 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.

4.2. 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, 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.

4.3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND 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 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.

4.4. THE OWNER OF ANY 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. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF 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.

4.5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

5. WATER, SANITARY SEWER AND STORM SEWER SERVICES

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

5.2. WITHIN UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE 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, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE PROHIBITED.

5.3. 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.

5.4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER 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.

5.5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

6. GAS SERVICE

6.1. 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.

6.2. 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.

6.3. 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.

7. LIMITS OF NO ACCESS

7.1. THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH SHERIDAN ROAD 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.

8. PAVING AND LANDSCAPING WITHIN EASEMENTS

8.1. THE OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT 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 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.

9. SIDEWALKS

9.1. SIDEWALKS ARE REQUIRED ALONG SOUTH SHERIDAN ROAD IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED IN CONFORMANCE WITH THE CITY OF TULSA ENGINEERING DESIGN STANDARDS.

10. CERTIFICATE OF OCCUPANCY RESTRICTIONS

10.1. 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. 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.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

1. 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. 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

2. DURATION

THESE RESTRICTIONS AND COVENANTS, 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.

3. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, 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 COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY.

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 OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

CERTIFICATE OF OWNERSHIP
IN WITNESS WHEREOF, CLASSICALLY FORMED FOUNDATION, INC. AN OKLAHOMA CORPORATION, BEING THE OWNER OF THE SUBDIVISION, HEREBY APPROVES THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THIS

_____ DAY OF _____, 2022.

BY: _____
NATHAN PHELPS, PRESIDENT

STATE OF OKLAHOMA)
COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED, NOTARY OF PUBLIC IS AND FOR SAID COUNTY AND AND STATE, ON THIS _____ DAY OF _____, 2022 PERSONALLY APPEARED TO ME NATHAN PHELPS, PRESIDENT OF CLASSICALLY FORMED FOUNDATION, INC., A OKLAHOMA CORPORATION, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME AS THE MAKER OF THE FOREGOING INSTRUMENT, AS ITS OWNER AND ACKNOWLEDGED TO ME THAT EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, CLIFF BENNETT, A REGISTERED LAND SURVEYOR 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 SAID PLAT DESIGNATED HEREIN AS THE FINAL PLAT OF "TULSA CLASSICAL ACADEMY", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2022.

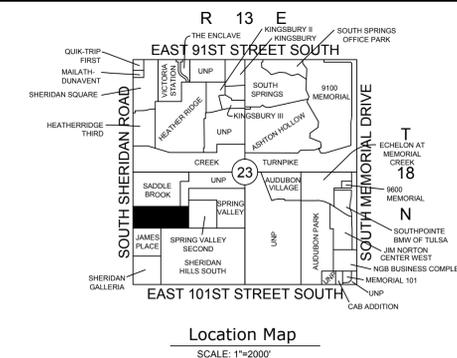
CLIFF BENNETT
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1815

STATE OF OKLAHOMA)
COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2022., PERSONALLY APPEARED CLIFF BENNETT TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC



THIS DOCUMENT IS
PRELIMINARY
 IN NATURE AND IS NOT
 A FINAL, SIGNED AND
 SEALED DOCUMENT

BILLY COX, P.E.
 ROUTE 66 ENGINEERING, LLC
 CA #8853, DATE 06/30/2023

SCALE: 1" = 50'



DATE	REVISION	BY

route 66 engineering

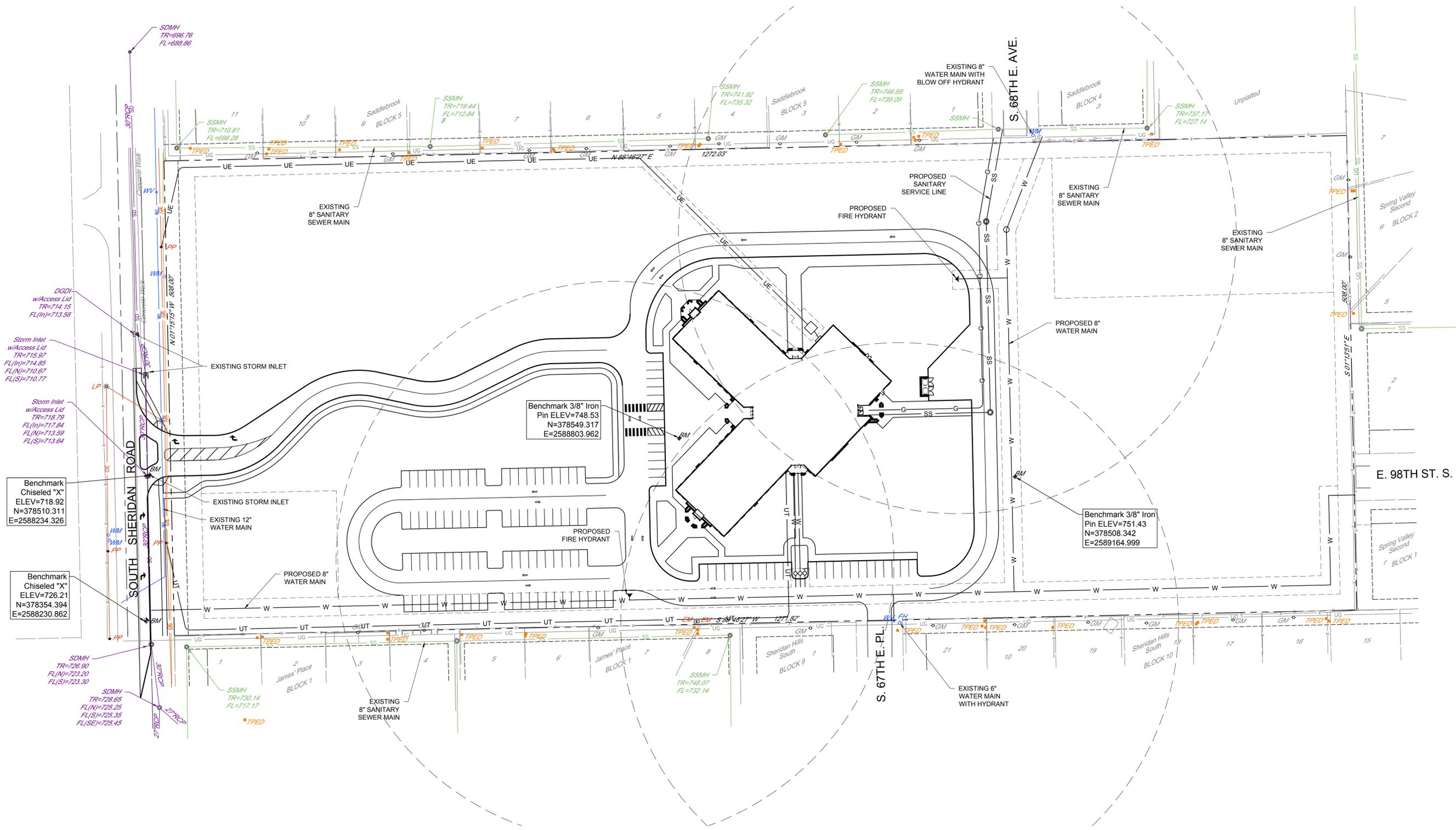
28 NORTH WATER STREET, SAPULPA, OK 74066

SITE PLAN

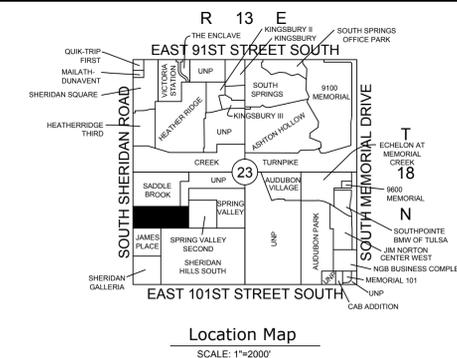
TULSA CLASSICAL ACADEMY
 TULSA, OKLAHOMA

DRAWN BY: JD
 APPV. BY: BC
 DATE: 07/07/2022

CS101
 SHEET

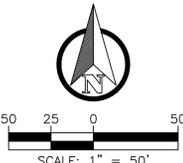


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PRELIMINARY
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SEALED DOCUMENT

BILLY COX, P.E.
ROUTE 66 ENGINEERING, LLC
CA #8853, DATE 06/30/2023



DATE	REVISION	BY

route 66 engineering
28 NORTH WATER STREET, SAPULPA, OK 74066

GRADING PLAN
TULSA CLASSICAL ACADEMY
TULSA, OKLAHOMA

DRAWN BY: JD
APPV. BY: BC
DATE: 07/07/2022
SHEET **CP101**

