



**Tulsa Metropolitan Area
Planning Commission**

Preliminary Plat Staff Report

Hearing Date: July 17, 2024
Prepared by: Austin Chapman
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 918-596-7597

Owner and Applicant Information

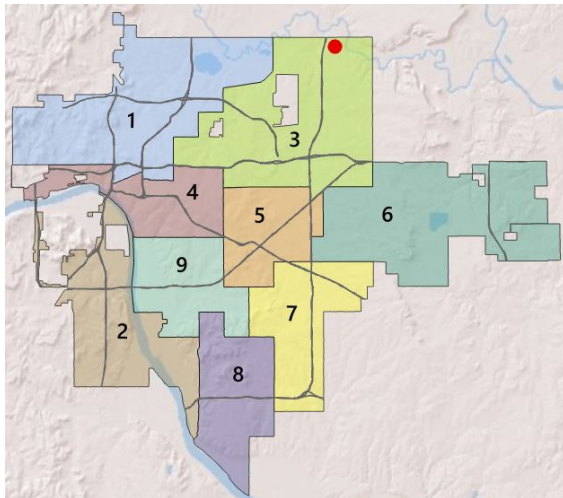
Applicant: Wallace Design Collective
Property Owner: Industrial Developers of Oklahoma 20 LLC

Property Location

East of southeast corner of East 56th Street North and North Mingo Road

Location within the City of Tulsa

(shown with City Council districts)



Elected Representatives

City Council: District 3, Crista Patrick
County Commission: District 1, Stan Sallee

Public Notice Required

Mailed Notice to adjacent property owners a minimum of 10 days in advance

Staff Recommendation

Staff recommends approval subject to conditions.

Request Summary

Preliminary Plat for ASCO Equipment
Tract Size: ±25 acres

Zoning

Existing Zoning: IH
Existing Overlays: None

Use

Current Use: Vacant
Proposed Use: Equipment Rental and Sales

Comprehensive Plan Considerations

Land Use

Land Use Plan: Employment
Small Area Plans: None
Development Era: Late Automobile

Transportation

Major Street & Highway Plan:
 East 56th Street North - Secondary Arterial
planitulsa Street Type: N/A
Transit: None.
Existing Bike/Ped Facilities: None.
Planned Bike/Ped Facilities: None.
Traffic on Nearest Arterials (per lane)
North: East 56th Street North – 808 Vehicles: Very Low

Environment

Flood Area: None.
Parks & Open Space: Not applicable.

Detailed Staff Recommendation

The plat consists of 1 lot, 1 block on ±25 acres. Staff recommends **approval** of the preliminary subdivision plat subject to the following conditions provided by the Technical Advisory Committee (TAC) and all other requirements of the Subdivisions Regulations. A City of Tulsa release letter is required prior to final plat approval. TAC Conditions:

Zoning: The property is zoned IH, the proposed subdivision meets the standards of that district.

Specification for Documents

Engineering Graphics

- Submit subdivision control data sheet with the final plat.
- Remove contours on the final plat submittal.
- Provide the individual lot address on the face of the plat.
- In the Location Map change State Highway 169 to US Highway 169

Addressing

- Add the following address to the plat pdf: Lot 1 Block 1: 10276 E 56TH ST N
- No comments on the Streets.

Article 5 of the Subdivision and Development Regulations: Design and Improvements

Required Infrastructure and Public Improvements (5-020)

- IDP improvement will be required at least for sanitary sewer, and potentially water and stormwater management. Driveways and sidewalks would then be incorporated into the IDP permit. A predevelopment meeting should be scheduled.

Streets (transportation) (5-060)

- No comments.

Streets (fire) (5-060)

- No comments.

Sidewalks (5-070)

- No comments.

Protection From Flooding and Other Natural Hazards (Floodplain) (5-090)

- Per FEMA FIRM Panel 40143C0251L and Cot Atlas Panel 24, there are no regulatory floodplains on the site. The site is within 0.25 miles of the Mingo Creek floodplain just south of the confluence with Bird Creek.

Stormwater Management (5-100)

- Stormwater runoff hazard mitigation will require some consideration. The site could potentially be allowed fee-in-lieu-of detention if no-rise is shown in 100yr peak WSE and runoff conveyed to floodway in Mingo Creek and/or Bird Creek. Otherwise peak discharge must be mitigated to maintain or decrease from current condition via storm water detention.

Sewage Disposal (5-130)

- Sewer main extension required. IDP plans need to be submitted.

Water (5-140) lines

- Confirm if a 06-inch or larger water meter vault fit inside the street right a way of E 56th St N.

Easements (5-150)

- A detention or overland drainage easement may be required, potentially to include offsite areas.
- Confirm if additional waterline easements be needed for 06-inch or larger meter vaults if they are unable to be installed in the street right-a-way of E 56th St N.

Perpetual Maintenance of Common Areas and Improvements (5-200)

- No comment.

Streets and Stormwater

- Sidewalks will be required along the south side of E 56th St N
- Both driveways will need to have an ADA compliant sidewalk section through the driveway
- Both driveways will need to have City of Tulsa Standard radius protection (Standard # 712)
- Will need a vehicle turn around area if both driveways have fence/gates across them. Vehicles should not be forced to back out onto an arterial street to turn around.
- Advertising signage will not be allowed in the ROW or Easement without an agreement. The location of the signage should be determined now.

Legal Comments : Legal will review final plat submittals including the deed of dedication.

Comprehensive Plan Considerations

Land Use Plan

The subject property is designated as Employment by the Tulsa Comprehensive Plan. The employment designation is intended to accommodate offices, warehousing and storage, manufacturing and assembly, and industrial processes. The "Industrial Site Suitability" map corresponds to the Employment land use designation and indicates where uses that are potentially incompatible with sensitive land uses are best suited to locate. This directs industrial uses to particular areas of the city while discouraging industrial in close proximity to Neighborhood areas.

Surrounding Properties:

<i>Location</i>	<i>Existing Zoning/Overlay</i>	<i>Existing Land Use Designation</i>	<i>Existing Use</i>
North	Unincorporated Tulsa County	Unincorporated Tulsa County	Manufacturing
East	IH	Employment	Vacant
South	IH	Employment	Vacant
West	IM	Employment	Manufacturing

Small Area Plans

The subject properties are not located within a small area plan.

Development Era

The subject property is located in an area developed during the Late Automobile Era. In the late 1950s and early 1960s the suburbs grew at a tremendous rate in the Tulsa metropolitan area. It was at this time that surrounding communities, such as Broken Arrow, began to grow at a rapid pace. At this time, the City of Tulsa annexed more than 100 square miles, and neighborhood subdivisions began to proliferate from the core of the city toward the suburban communities.

Transportation

Comprehensive Plan Street Designation: None.

Arterial Traffic per Lane:

North (E 56th St N - 808 Vehicles per Lane)

East (N 145th East Ave - 1,300 Vehicles per Lane)

South (E 46th St N - 1,176 Vehicles per Lane)

West (N Mingo Rd/N 129th East Ave - 2,611 Vehicles per Lane)

Environmental Considerations

Parks & Open Space: Not applicable.

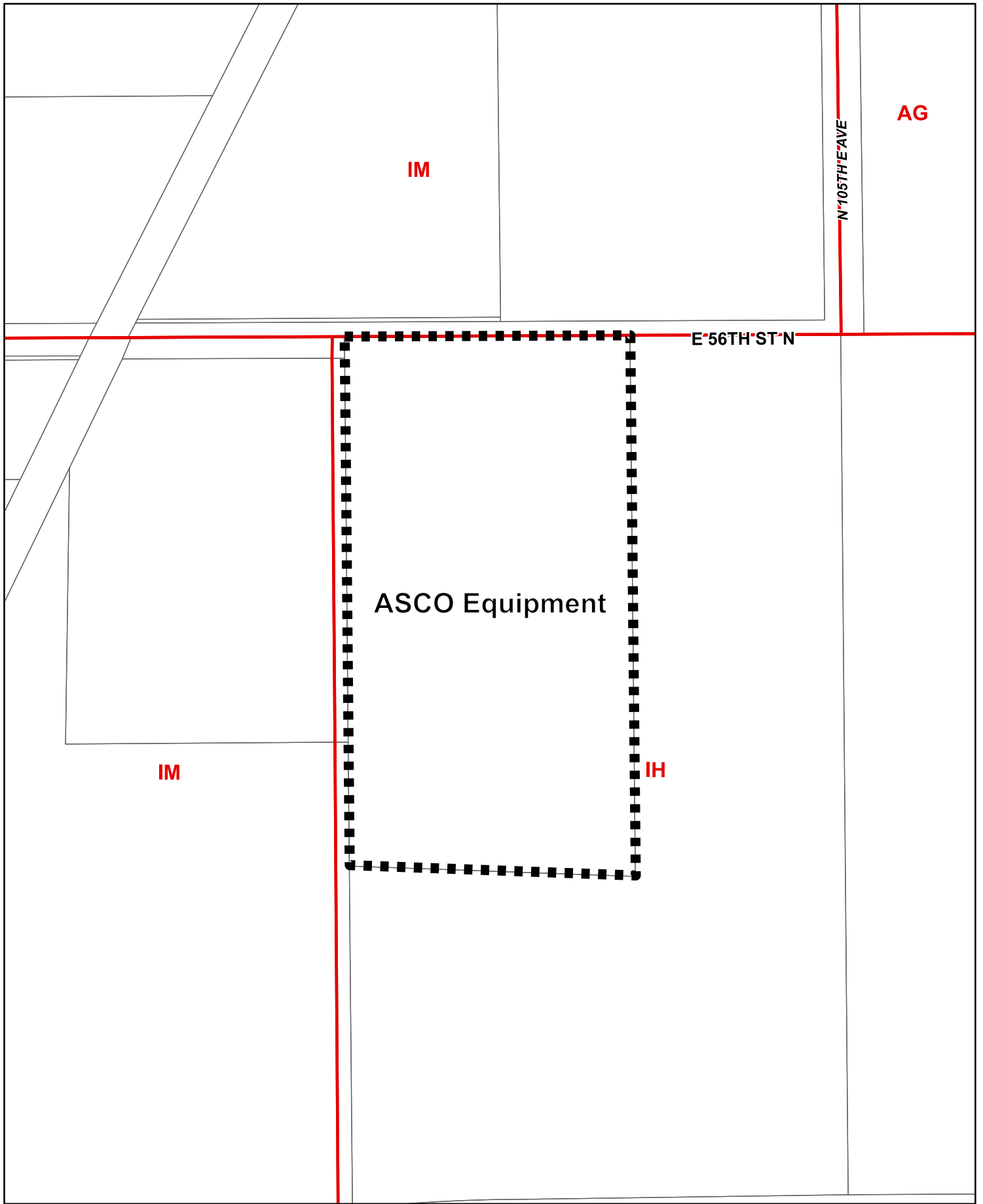
Exhibits

Case map

Aerial (small scale)

Aerial (large scale)

Tulsa Comprehensive Plan Land Use Map

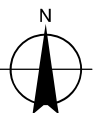


ASCO Equipment

Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: 2020/2021

9.5





E 56TH ST N

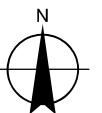
ASCO Equipment

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Aerial Photo Date: 2020/2021

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N MINGO RD

N 105TH E AVE

E 56TH ST N

E 55TH PL N

RAMP

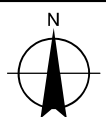
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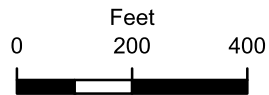
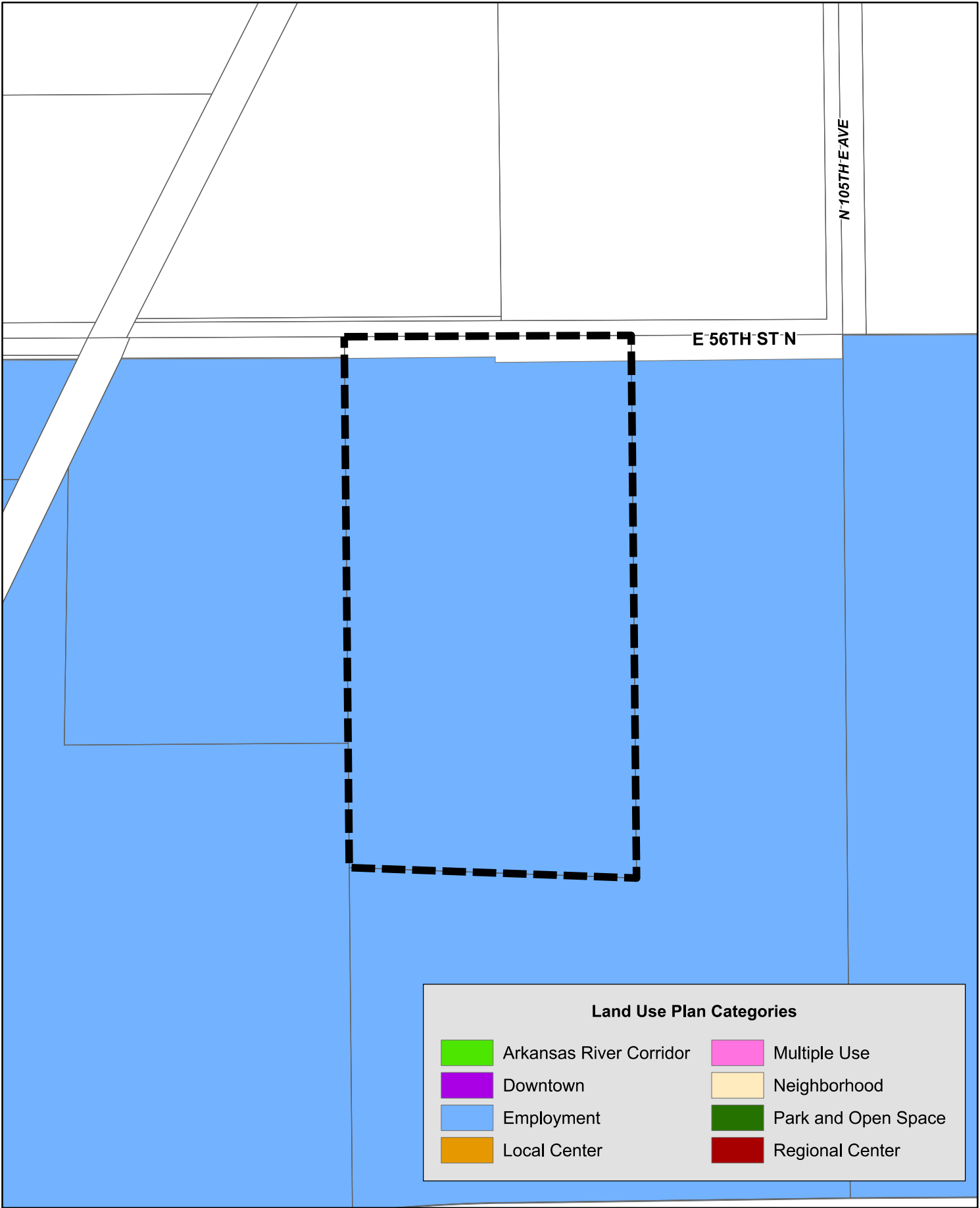
E 49TH ST N

ASCO Equipment

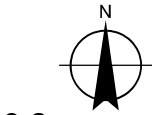
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Aerial Photo Date: 2020/2021





ASCO Equipment



PRELIMINARY PLAT
ASCO EQUIPMENT
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

TEXAPLEX PROPERTIES, 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:

A TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING DESCRIBED AS FOLLOWS:

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) OF SECTION SEVEN (7), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING (P.O.C.) AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION SEVEN (7); THENCE N88°43'54"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION SEVEN (7) FOR A DISTANCE OF 1249.38 FEET TO THE **POINT OF BEGINNING** (P.O.B.) THENCE N88°44'12"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION SEVEN (7) A DISTANCE OF 756.76 FEET; THENCE S01°34'03"E FOR A DISTANCE OF 1431.75 FEET; THENCE N88°54'52"W FOR A DISTANCE OF 758.78 FEET; THENCE N01°31'04"W FOR A DISTANCE OF 1400.65 FEET TO THE **POINT OF BEGINNING** (P.O.B.)

SAID TRACT OF LAND CONTAINING 789,861.23 SQUARE FEET OR 18.13 ACRES.

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 "SUBDIVISION") IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "ASCO EQUIPMENT," 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 "UE" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL UNDERGROUND 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 HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER AND ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE. THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS 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 OWNER OF ANY LOT 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 OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

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.

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

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF 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 STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER 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 OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

F. STORM SEWER EASEMENT

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

2. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN STORM SEWER EASEMENT NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

G. SANITARY SEWER EASEMENT

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.

H. STORMWATER DETENTION EASEMENT

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.

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. 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.

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 RESERVE 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 OF LOT 1 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 OF LOT 1. IN THE EVENT THE OWNER OF LOT 1 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 LOT 1. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

I. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY 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.

J. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS AND IN ACCORDANCE WITH CITY ORDINANCES. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE ADOPTED STANDARDS OF THE CITY OF TULSA, OKLAHOMA. THE OWNER SHALL BE REQUIRED TO CONSTRUCT SIDEWALKS WITHIN RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES, WHERE SIDEWALKS ARE NOT REQUIRED TO BE CONSTRUCTED BY THE OWNER, THE OWNER OF THE LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

K. 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.

L. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST 71ST STREET AND SOUTH ELWOOD 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 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.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, 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.

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 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 ANY COVENANTS HEREIN SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED WITH THE TULSA COUNTY CLERK.

D. SEVERABILITY

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

IN WITNESS WHEREOF TEXAPLEX PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2024.

TEXAPLEX PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____

MANAGER

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2024, BY _____, AS MANAGER OF TEXAPLEX PROPERTIES, 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 ASCO EQUIPMENT, 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 _____, 2024.



R. WESLEY BENNETT, PLS
OK PLS 1562

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

) SS:

COUNTY OF TULSA)

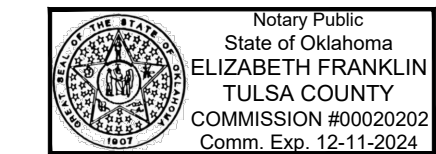
BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2024, PERSONALLY APPEARED R. WESLEY BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME 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: 12-11-2024

MY COMMISSION NUMBER: 00020202

[SEAL]



CONCEPTUAL IMPROVEMENTS PLAN

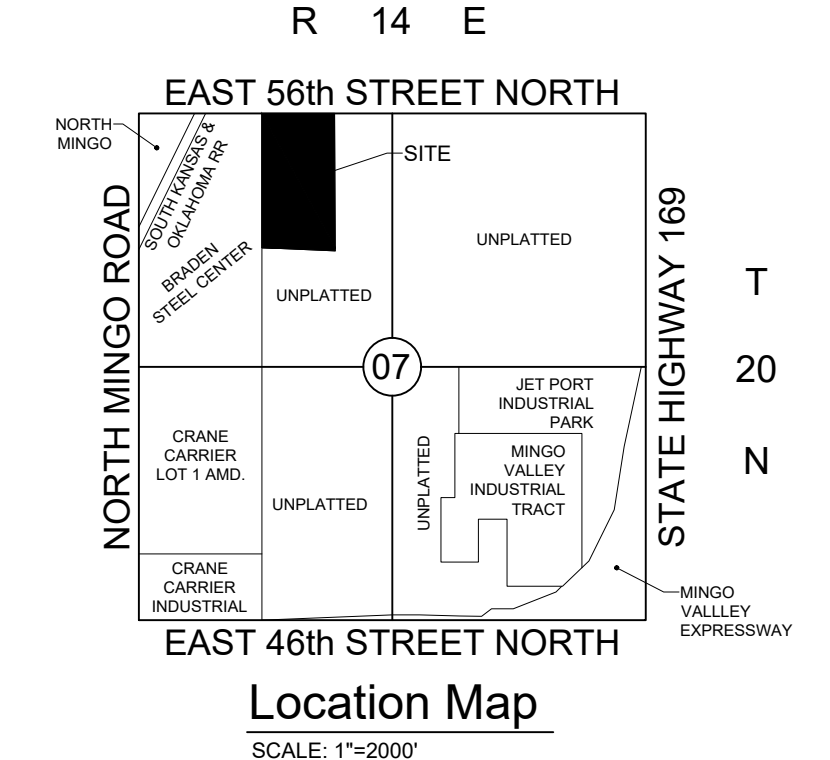
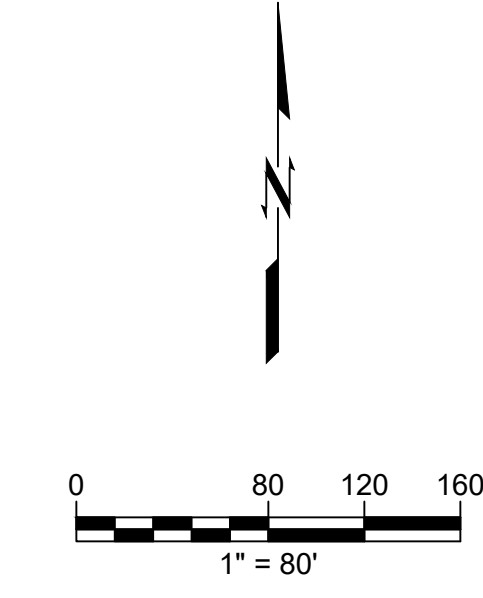
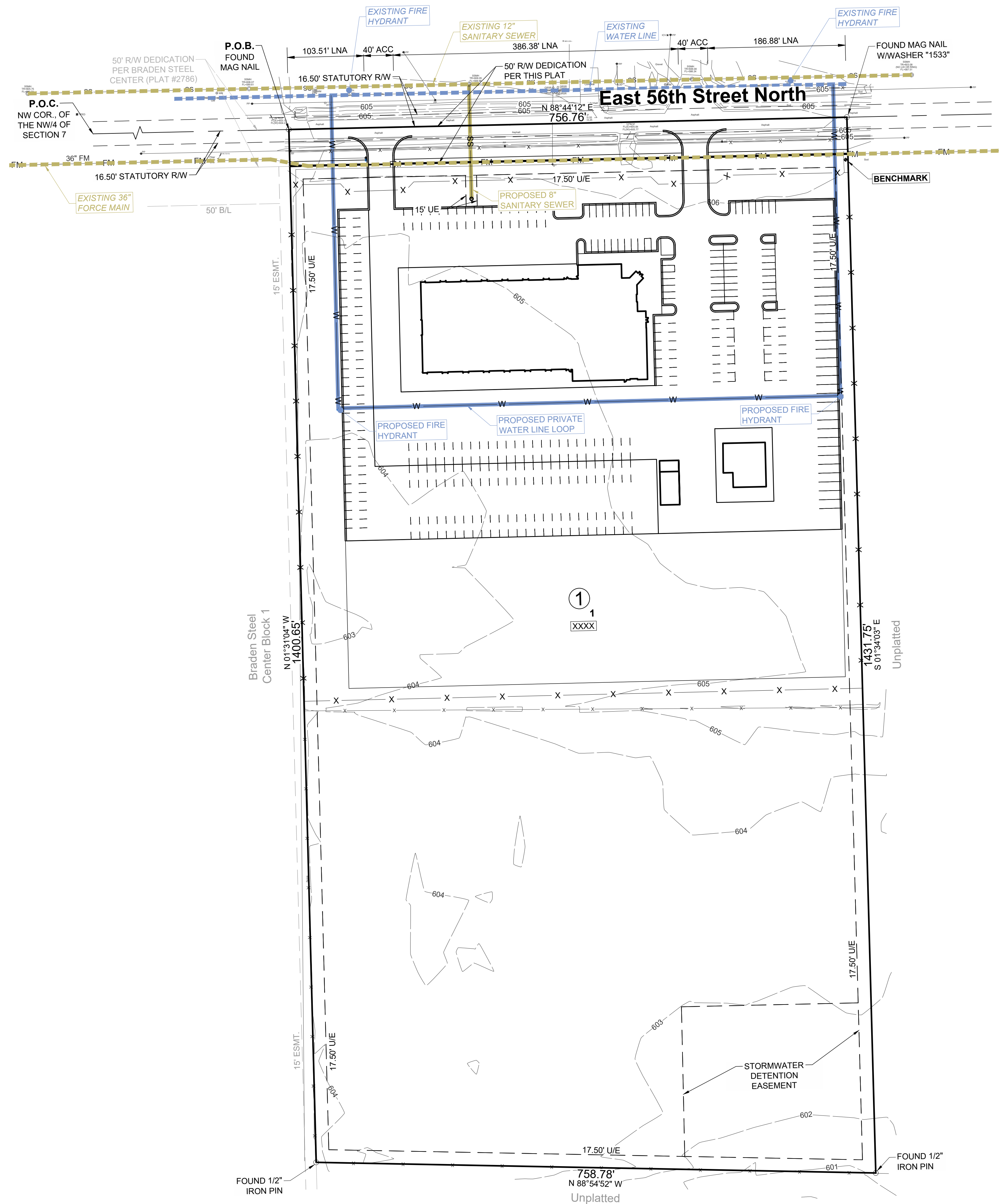
ASCO EQUIPMENT

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SEVEN (7), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA.

OWNER:
 Texaplex Properties LLC
 111 S. Elgin
 Tulsa, Oklahoma, 74120
 CONTACT: _____

ENGINEER:
 Wallace Design Collective, PC
 123 North Martin Luther King Jr Blvd.
 Tulsa, Oklahoma, 74103
 Phone: (918) 584-5858
 OK CA NO. 1460, EXPIRES 6/30/2025
 A. NICOLE WATTS P.E.
 nicole.watts@wallace.design

SURVEYOR:
 Wallace Design Collective, PC
 123 North Martin Luther King Jr Blvd.
 Tulsa, Oklahoma, 74103
 Phone: (918) 584-5858
 OK CA NO. 1460, EXPIRES 6/30/2025
 R. WESLEY BENNETT, PLS 1562
 wes.bennett@wallace.design



LEGEND

B/L	= BUILDING SETBACK
ACC	= ACCESS
LNA	= LIMITS OF NO ACCESS
R/W	= RIGHT-OF-WAY
U/E	= UTILITY EASEMENT
ESMT.	= EASEMENT

- EXISTING WATER
- PROPOSED PRIVATE WATER LOOP
- EXISTING SANITARY SEWER/FORCE MAIN
- PROPOSED SANITARY SEWER

\\civl-server\projects\2401199 ASCO Equipment\Draw\PRODUCTION\Plan\2401199 Preliminary Plat.dwg PLOT:6/6/24 ORIG SIZE:24"x38"