



**Tulsa Metropolitan Area
Planning Commission**

Preliminary Plat Staff Report

Hearing Date: April 16, 2025
Prepared by: Austin Chapman
achapman@cityoftulsa.org
918-596-7597

Owner and Applicant Information

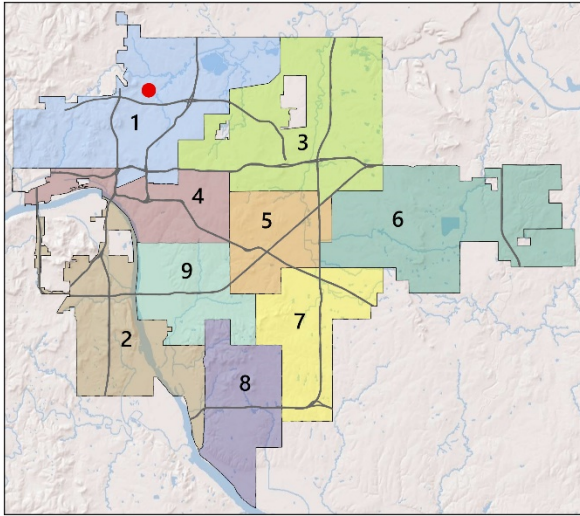
Applicant: Stephen Collins
Property Owner:

Property Location

West of the southwest corner of East 36th Street
North and North Peoria Avenue

Location within the City of Tulsa

(shown with City Council districts)



Elected Representatives

City Council: District 3, Vanessa Hall-Harper
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 the conditions
provided by the Technical Advisory Committee.

Request Summary

Platting a new subdivision named Crossover Community
Development. Preliminary plat was previously approved on
April 20th, 2022, plat approval expired on April 20th, 2024.

Tract Size: ±7.89 acres

Zoning

Existing Zoning: CH, MX2-F-65

Existing Overlays: HNO

Use

Current Use: Mixed-use

Proposed Use: Mixed-use

Comprehensive Plan Considerations

Land Use

Land Use Plan: Regional Center

Small Area Plans: 36th Street North

Development Era: Early Automobile

Transportation

Major Street & Highway Plan:

- East 36th Street North: Secondary Arterial

planitulsa Street Type:

Transit: Bus service is available including AERO BRT service
at the intersection of 36th Street North and North
Peoria.

Existing Bike/Ped Facilities: Project is adjacent to the Osage
Prairie Trail.

Planned Bike/Ped Facilities: None.

Environment

Flood Area: None.

Tree Canopy Coverage: 30-50%

Parks & Open Space: N/A

Detailed Staff Recommendation

The plat consists of 2 lots, 1 blocks, ±7.89 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, finding that the proposed preliminary subdivision plat complies with all applicable regulations. A City of Tulsa release letter is required prior to final plat approval. TAC Conditions:

Zoning: Property is zoned CH/MX2-F-65, the intended use and proposed lot layouts meet the standards of those districts.

Engineering Graphics

- Submit subdivision control data sheet with the final plat.
- In the Location Map add missing platted properties. Remove individual parcel lines. Only show the outer boundary of each platted area. Label Midland Valley Railroad. Label and show the Gilcrease Expressway. Label all other land in the section as "Unplatted" or "UNP" to fit. Label the location of the plat in Location Map as either "project location" or "site".
- The written legal description on the second page does not match the face of the plat with two calls made on the subject tract. The written legal description on the face of the plat does not match either.

Addressing

- No comments.

Article 5 of the TMAPC Subdivision and Development Regulations: Design and Improvements**Required Infrastructure and Public Improvements (5-020)**

- No comments.

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)

- No comments.

Stormwater Management (5-100)

- No comments.

Sewage Disposal (5-130)

- No comments.

Water Supply (5-130)

- No comments.

Easements (5-150)

- Provide a perimeter easement along the North line of the Block 1.

Streets and Stormwater

- No comment.

Deed of Dedication:

- Legal to comment after submittal of Final Plat.

Comprehensive Plan Considerations

Land Use Plan

The subject property is designated as Regional Center by the Tulsa Comprehensive Plan. Regional Centers are defined by existing regional trip generators, in contrast to Local Centers. These centers should be the most connected land use pockets outside of downtown for public transit access and high-capacity arterial streets. New regional trip generators should be permitted in the area with special consideration given to transportation access and circulation. Regional trip generators include universities, malls, large medical campuses, casinos, big-box shopping centers, and very large churches.

Surrounding Properties:

<u>Location</u>	<u>Existing Zoning/Overlay</u>	<u>Existing Land Use Designation</u>	<u>Existing Use</u>
North	Trucking Terminal	Neighborhood/ Multiple Use	IL/ CS/CG
East	Warehousing and Vacant Property	Employment	IL
South	Residential	Neighborhood/ Multiple Use	OL/ RS-2
West	Fast food Restaurant	Multiple Use	IL

Small Area Plans

The subject properties is located within in the 36th Street North Corridor Small Area Plan.

Development Era

The subject property is located in an area to be developed during the Early Automobile Era. The subject property is in an area developed during the Early Automobile Era (1930s-50s), which retained a high degree of connectivity from neighborhood streets to the arterial network, with mostly commercial, office, industrial, and other active uses along major streets and a mix of housing options and neighborhood-based uses like schools, churches, and libraries in the interior sections. Priorities in these areas include walkability, bikeability, access to public transit, historic preservation, housing type variety, mixed-use development, commercial revitalization, compatibility of scale for neighborhood development, and transitions between commercial corridors and residential areas.

Transportation

Major Street & Highway Plan:

- East 36th Street North: Secondary Arterial, right-of-way has been dedicated.

Comprehensive Plan Street Designation: Main Streets are the streets whose land uses have maintained their historic or urban characteristics. Buildings have minimal setbacks, pedestrian infrastructure is safe and comfortable, and many buildings have a mix of uses, whether multiple storefronts, or a combination of retail and residential on different floors of the building. On-street parking, bicycle lanes, pedestrian islands, and curb extensions are used to slow traffic to a speed that is safe for pedestrians and cyclists. These streets are prime candidates for economic development and community development investment efforts.

New construction and renovations of existing properties should be consistent with the existing character of the Main Street, and maintain a high degree of pedestrian accessibility. Setbacks should be minimal, and parking should be located on the street, on the side of a building, or behind the building. Uses should be predominantly mixed-use, commercial, or higher density residential. Connectivity should be maintained to surrounding neighborhoods, but transitions between Main Street and Neighborhood areas should be considerate of potential compatibility issues, such as noise, light, and parking. Interactions between Main Streets and neighborhoods should be identified and mitigated, but should not cause a decrease in quality of either environment.

Transit: None available.

Existing Bike/Ped Facilities: None.

Arterial Traffic per Lane:

Arterial Traffic - North (E 36th St N - 1,809 Vehicles per Lane)
Arterial Traffic - East (N Peoria Ave - 2,851 Vehicles per Lane)
Arterial Traffic - South (Mohawk Blvd - 1,114 Vehicles per Lane)
Arterial Traffic - West (Martin Luther King Jr Blvd - 1,541 Vehicles per Lane)

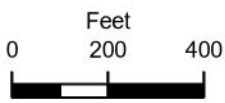
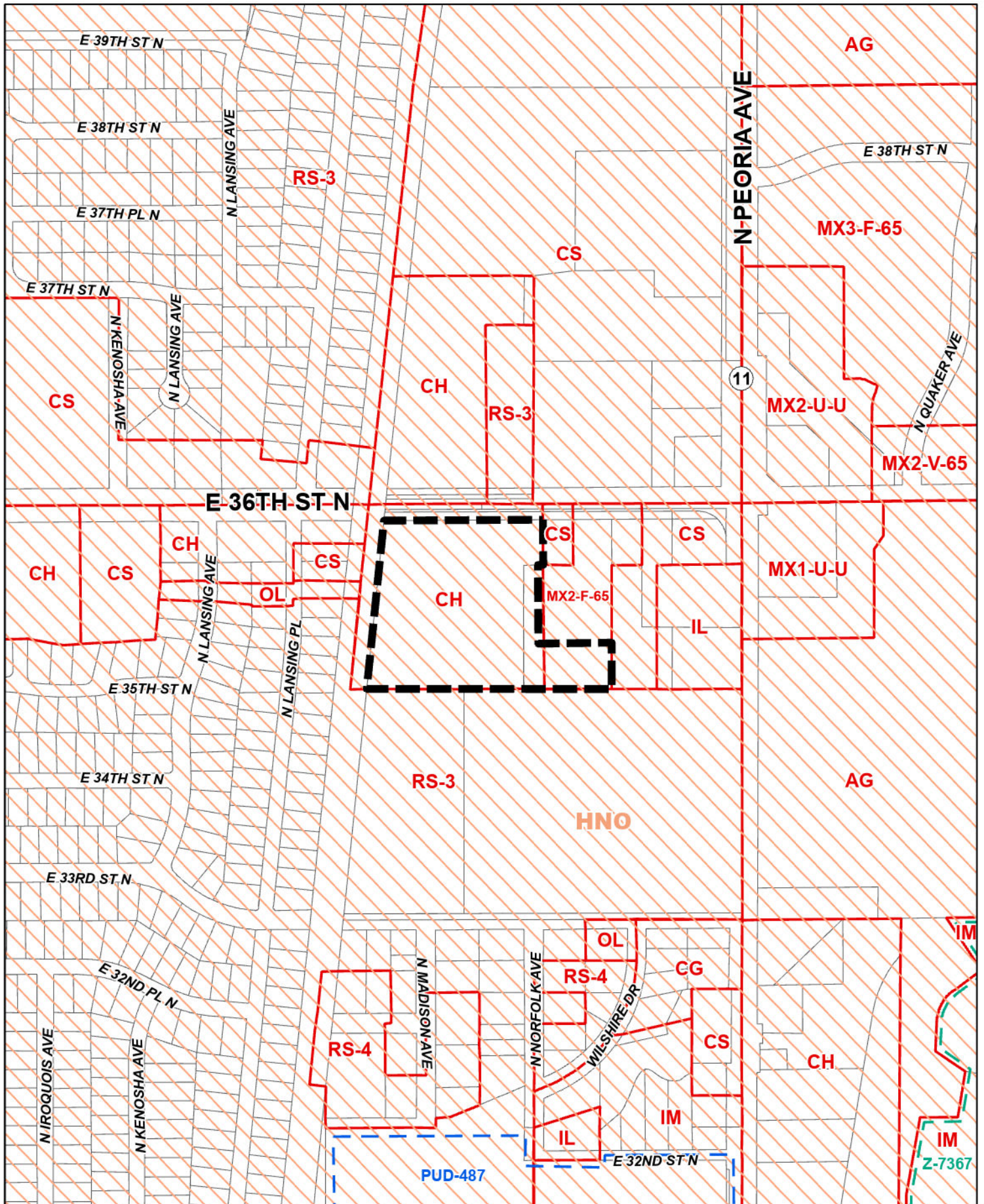
Environmental Considerations

Tree Canopy Coverage: Tree canopy in the area is 30-50%. For areas on the map with between 20% and 50% canopy coverage, significant effort should be given to the preservation of mature stands of trees. Tree canopy removal should be minimized, and replacement of trees that need removing should be encouraged.

Parks & Open Space: N/A.

Exhibits

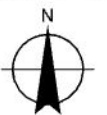
Case map
Aerial (small scale)
Aerial (large scale)
Tulsa Comprehensive Plan Land Use Map

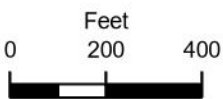


Subject
Tract

CROSSOVER COMMUNITY DEVELOPMENT

20-12 24





Subject Tract

CROSSOVER COMMUNITY DEVELOPMENT

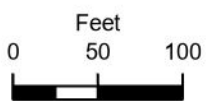
Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: 2022





E 36TH ST N



Subject Tract

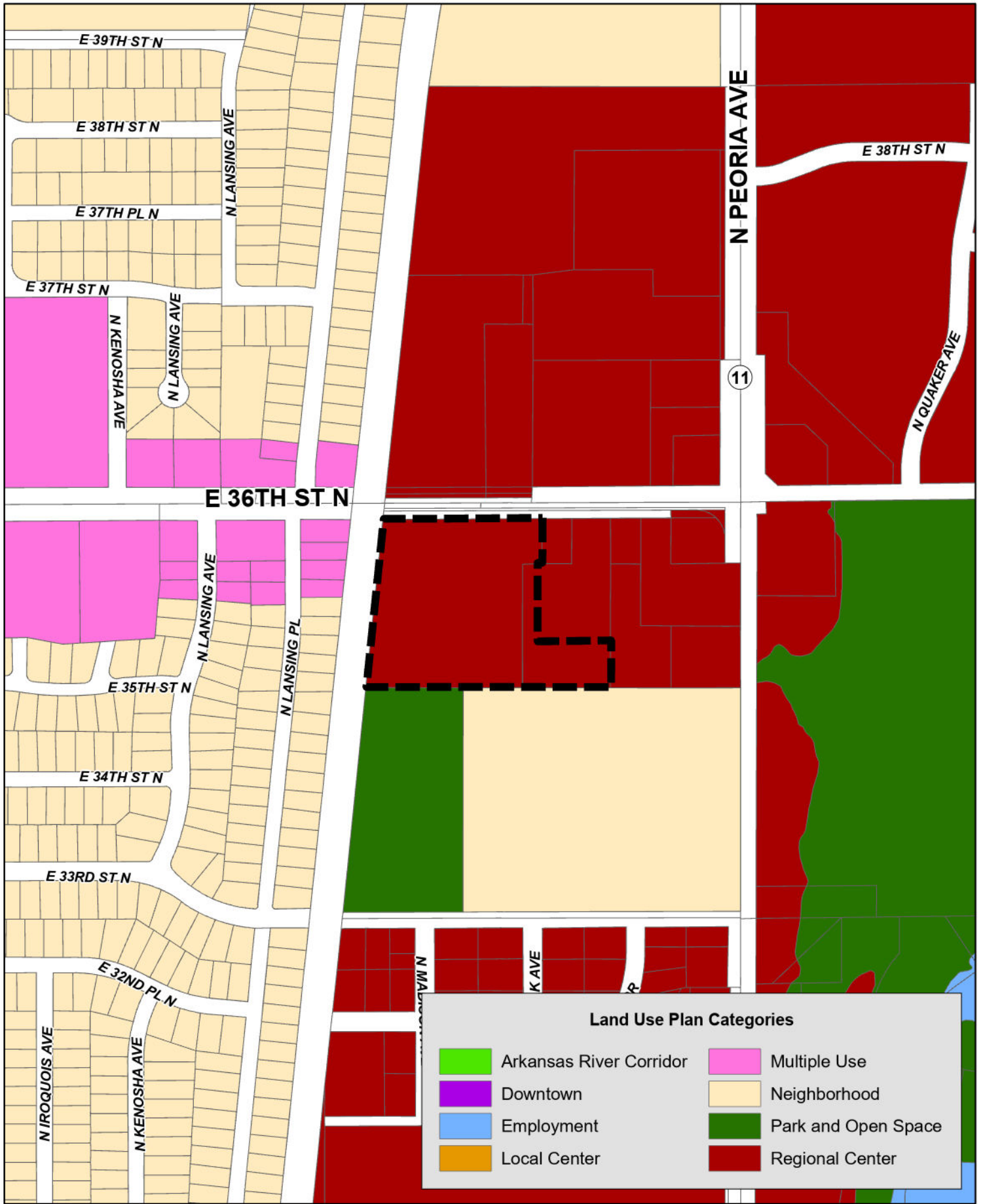
CROSSOVER COMMUNITY DEVELOPMENT

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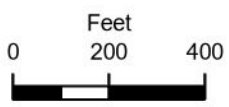
Aerial Photo Date: 2022

20-12 24





Land Use Plan Categories			
	Arkansas River Corridor		Multiple Use
	Downtown		Neighborhood
	Employment		Park and Open Space
	Local Center		Regional Center

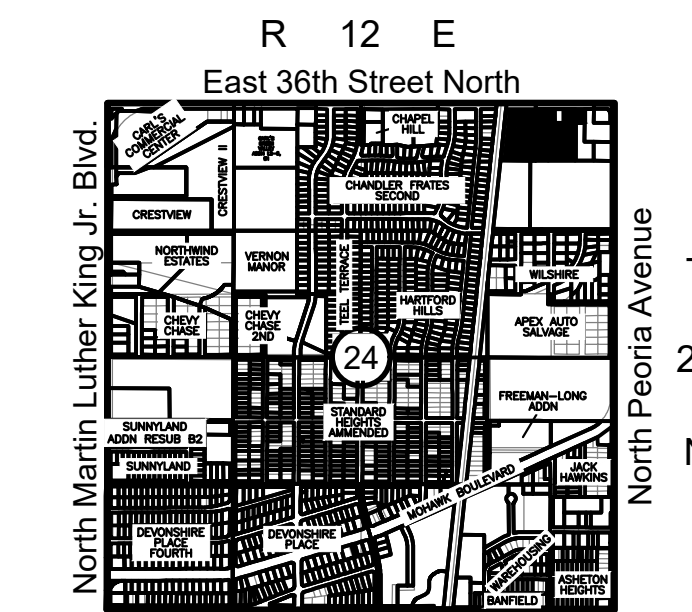


CROSSOVER COMMUNITY DEVELOPMENT

20-12 24



FINAL PLAT
of
CROSSOVER COMMUNITY IMPACT DEVELOPMENT
A SUBDIVISION IN PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION
TWENTY FOUR (24), TOWNSHIP TWENTY (20) NORTH, RANGE TWELVE (12)
EAST, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA



Location Map
Scale: 1"=2000'

LOT STATISTICS
TWO (2) LOTS IN ONE (1) BLOCK
LOT ONE (1)=263,017 SQUARE FEET OR 6.04 ACRES±
LOT TWO (2)=19,289 SQUARE FEET OR 0.44 ACRES±
STORMWATER DETENTION RESERVE LOT=
31,137 SQUARE FEET OR 0.71 ACRES±

OWNER
CROSSOVER COMMUNITY IMPACT INC.
C/O SHARMEN WATKINS
ADDRESS: 940 E 36TH ST N.
TULSA, OK 74106
PHONE: (918) 856-5377

Engineer
CYNERGY
ADDRESS: 810 S. CINCINNATI AVE, STE 200
TULSA, OK 74119
PHONE: (918) 877-6000
CA #3537 EXP DATE 06/30/26
STEPHEN R. COLLINS
srcollins@cynergy.com

SURVEYOR
WALLACE DESIGN COLLECTIVE, PC
123 NORTH MLK JR. BLVD
TULSA, OK 74103
PHONE: (918) 584-5858
RPLS 1815, CA #1460,
EXPIRES 6/30/25
CLIFF.BENNETT@WALLACE.DESIGN

ADDRESS DISCLAIMER NOTE
ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AS OF THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

Legend
AC ACRE
COR. CORNER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
PROP. PROPERTY
SEC. SECTION
N NORTH
E EAST
S SOUTH
W WEST
○ FOUND SURVEY MONUMENT
● SET SURVEY MONUMENT

FINAL PLAT
ENDORSEMENT OF APPROVAL

Tulsa Metropolitan Area Planning Commission

Approval Date: _____

TMAPC

CITY ENGINEER

Council of the City of Tulsa, Oklahoma

Approval Date: _____

CHAIR

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.

Legal Description
CROSSOVER COMMUNITY IMPACT DEVELOPMENT, A SUBDIVISION IN PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY FOUR (24), TOWNSHIP TWENTY (20) NORTH, RANGE TWELVE (12) EAST, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SECTION TWENTY FOUR (24); THENCE S88°40'04"W, ALONG THE NORTH LINE OF SECTION TWENTY FOUR (24), FOR A DISTANCE OF 318.44 FEET; THENCE S01°08'43"E FOR A DISTANCE OF 50.00 FEET; THENCE S88°40'04"W FOR A DISTANCE OF 316.40 FEET TO THE POINT OF BEGINNING;
THENCE S01°19'56"E FOR A DISTANCE OF 145.00 FEET;
THENCE S88°40'04"W FOR A DISTANCE OF 96.55 FEET;
THENCE S01°19'56"E FOR A DISTANCE OF 250.53 FEET;
THENCE N88°51'17"E FOR A DISTANCE OF 236.43 FEET;
THENCE S01°08'43"E FOR A DISTANCE OF 141.75 FEET;
THENCE S88°30'07"W FOR A DISTANCE OF 414.34 FEET;
THENCE S88°37'13"W FOR A DISTANCE OF 364.17 FEET;
THENCE N04°41'14"E FOR A DISTANCE OF 542.49 FEET;
THENCE N88°40'04"E A DISTANCE OF 503.51 FEET TO THE POINT OF BEGINNING;
CONTAINING 313,443 SQUARE FEET OR 7.19 ACRES MORE OR LESS.

INDEPENDENT SCHOOL DISTRICT No. 1
PARCEL No. 90224-02-24-15250

CITY OF TULSA
PARCEL No. 90224-02-24-15145

CROSSOVER COMMUNITY
IMPACT, INC.
PARCEL No.
90224-02-24-08560

BOBBY J. PURDY
PARCEL No.
90224-02-24-16370

CROSSOVER COMMUNITY IMPACT, INC.
PARCEL No. 29680-02-24-15960

LOT 2,
BLOCK 1
940 EAST 36TH STREET NORTH
19,289 SQUARE FEET
0.44 ACRES±

LOT 1,
BLOCK 1
1010 EAST 36TH STREET NORTH
263,017 SQUARE FEET
6.04 ACRES±

STORMWATER
DETENTION
RESERVE LOT
31,137 SQUARE FEET
0.71 ACRES±

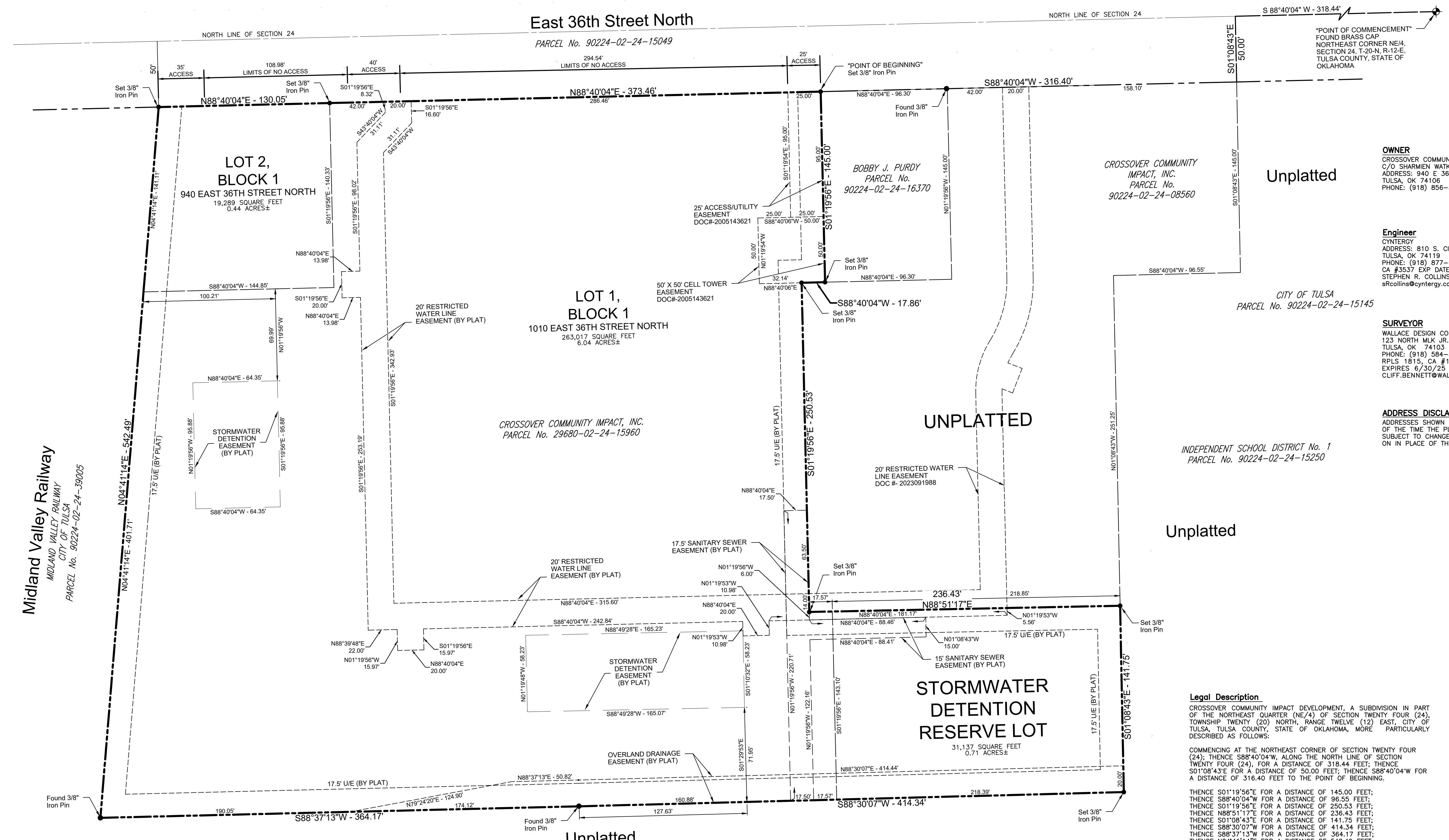
BOARD OF EDUCATION
PARCEL No. 90224-02-24-16550

CITY OF TULSA
PARCEL No. 90224-02-24-17950

Midland Valley Railway
MIDLAND VALLEY RAILWAY
CITY OF TULSA
PARCEL No. 90224-02-24-39005

BASIS OF BEARING
THE HORIZONTAL DATUM IS BASED UPON NAD 83 (1993) OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE 3501. VERTICAL DATUM BASED ON NAVD 88 USING S88°40'04"W AS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24, T-20-N, R-12-E OF THE INDIAN BASE AND MERIDIAN AS THE BEARING OF THE SURVEY.

Notes
1. ALL EXTERIOR PROPERTY CORNER MONUMENTS WILL BE MARKED USING 3/8" IRON PIN WITH A PLASTIC CAP STAMPED "WALLACE", UNLESS MONUMENT ARE PREVIOUSLY EXISTING.
2. THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA, MAP NO. 40143C0228L, MAP REVISED: OCTOBER 16, 2012, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN
3. DATE OF LAST SITE VISIT - 03/17/2025



FINAL PLAT
of
CROSSOVER COMMUNITY IMPACT DEVELOPMENT
A SUBDIVISION IN PART OF THE NORTHEAST QUARTER (NE/4) OF
SECTION TWENTY FOUR (24), TOWNSHIP TWENTY (20) NORTH, RANGE
TWELVE (12) EAST, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

CROSSOVER COMMUNITY IMPACT is the owner/developer of the following described land in the City of Tulsa, Tulsa County, State of Oklahoma, to wit:

CROSSOVER COMMUNITY IMPACT DEVELOPMENT, A SUBDIVISION IN PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY FOUR (24), TOWNSHIP TWENTY (20) NORTH, RANGE TWELVE (12) EAST, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SECTION TWENTY FOUR (24); THENCE S88°40'04"W, ALONG THE NORTH LINE OF SECTION TWENTY FOUR (24), FOR A DISTANCE OF 318.44 FEET; THENCE S01°08'43"E FOR A DISTANCE OF 50.00 FEET; THENCE S88°40'04"W FOR A DISTANCE OF 316.40 FEET TO THE POINT OF BEGINNING; THENCE S01°19'56"E FOR A DISTANCE OF 145.00 FEET; THENCE S88°40'04"W FOR A DISTANCE OF 17.86 FEET; THENCE S01°19'56"E FOR A DISTANCE OF 250.53 FEET; THENCE N88°51'17"E FOR A DISTANCE OF 236.42 FEET; THENCE S01°08'43"E FOR A DISTANCE OF 141.75 FEET; THENCE S88°30'07"W FOR A DISTANCE OF 414.34 FEET; S88°37'13"W FOR A DISTANCE OF 364.17 FEET THENCE N04°41'14"E FOR A DISTANCE OF 542.49 FEET; THENCE N88°40'04"E FOR A DISTANCE OF 130.05 FEET; THENCE N88°40'01"E FOR A DISTANCE OF 373.46 FEET TO THE POINT OF BEGINNING; CONTAINING 313,443 SQUARE FEET OR 7.18 ACRES MORE OR LESS.

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat and survey (hereinafter the "Plat"), and has designated the subdivision as "Crossover Community Impact Development", a Subdivision in City of Tulsa, Oklahoma (hereinafter "Crossover Community Impact Campus" or the "Subdivision").
Lot 1, Blocks 1, 2 & 3, Crossover Campus, is a Subdivision in, City of Tulsa, Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the Plat 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 pipes, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the Plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by City of Tulsa, Oklahoma, and by the supplier of any affected utility service, that within the utility installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the boundaries of the Subdivision if located within the public street and utility easements herein established. Street light poles or standards may be served by underground cable and elsewhere throughout the Subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the public streets and the private streets, as depicted on the Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easement ways.

2. Underground service cables and gas service lines to all structures which may be located within the Subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot. Provided that upon the installation of a service cable or gas service to a particular structure, the supplier of service shall thereafter be deemed to have definitive, permanent, effective and exclusive right-of-way 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 service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have right of access to all easement ways 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. The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television, or gas facilities. No building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of the easement shall be placed, or erected. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

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

C. Water and Sewer Service

1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

2. Within the utility easement areas depicted on the Plat, the alteration of ground elevations in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures including valve boxes, fire hydrants and manholes, shall be adjusted to the new grade by the Owner or at the Owner's expense.

3. City of Tulsa Public Works, or its successors, shall be responsible for ordinary maintenance of public water mains, and for public sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents, or contractors.

4. City of Tulsa Public Works or its successors, and City of Tulsa, shall at all times have right of access to all easement ways 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 or sewer facilities.

5. The foregoing covenants set forth in this Paragraph C shall be enforceable by City of Tulsa Public Works, or its successors, and the City of Tulsa, and the owner of the lot agrees to be bound hereby.

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 such easements shown on the plat or as provided for in this certificate of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

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

3. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

E. Lot 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 and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this Paragraph D shall be enforceable by any affected lot owner and by the City of Tulsa, Oklahoma.

F. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property 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, 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.

G. Paving and Landscaping within Easements

The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the utility easement areas depicted upon the 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.

H. Sidewalks

Sidewalks shall be constructed and maintained along streets designated by and in accordance with the subdivision regulations of the City of Tulsa, Oklahoma. Sidewalks shall be constructed in conformance with the standards of the City of Tulsa, Oklahoma. Where sidewalks are not required to be constructed by the Owner/Developer, the Owner of the Lot shall construct the required sidewalk.

SECTION II. BLOCKS _____ HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners Association for Blocks _____
The owners have formed or shall cause to be formed in accordance with the statutes of the State of Oklahoma an association of all owners of lots within blocks

SECTION III. 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/Developer, its successors and assigns. Within the provisions of Section I, Public Streets, Easements, and Utilities are set forth certain covenants and the enforcement rights pertaining thereto. The covenants contained in Section II, Zoning Restrictions are established pursuant to the Zoning provisions of the City of Tulsa Zoning Ordinance and shall inure to the benefit of the owners of lots within the Subdivision and shall inure to the benefit of the City of Tulsa, Oklahoma. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II Zoning Restrictions, it shall be lawful for any owner of any lot 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 which seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorney's fees and costs and expenses incurred in such action.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall remain in full 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.

C. Amendment

The covenants contained within Section I, Public 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 City of Tulsa Planning Commission, or its successors and City of Tulsa, Oklahoma. The covenants contained within Section II, Zoning Restrictions 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 City of Tulsa Planning Commission, or its successors. 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.

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: Justin Pickard, of Crossover Community Impact, Inc., has executed this instrument this ____ day of _____, 20____

CROSSOVER COMMUNITY IMPACT, INC.

Justin Pickard,
Executive Director

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

This instrument was acknowledged before me this ____ day of _____, 20____, by Justin Pickard, of Crossover Community Impact, Inc.

Notary Public

My commission expires:

Commission Number:

CERTIFICATE OF SURVEY

I, _____, a Professional Land Surveyor, registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and plotted the tract of land described above, and that the accompanying plat designated herein as "Crossover Campus", a Subdivision in City of Tulsa, State of Oklahoma, is a true and correct representation of said survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this ____ day of _____, 20____.

Registered Professional Land Surveyor
Oklahoma No. _____

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

This instrument was acknowledged before me this ____ day of _____, 20____, by _____

Notary Public

My commission expires:

Commission Number:

