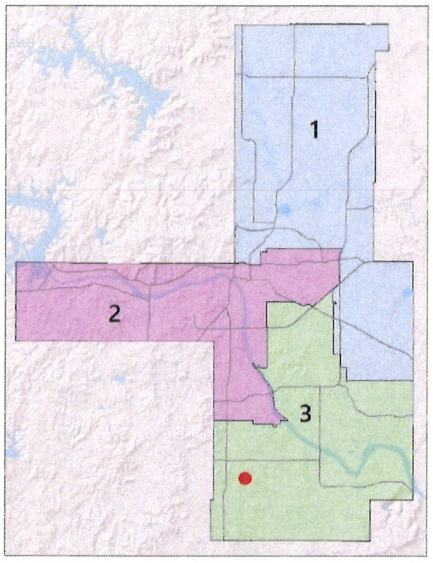
TMAPC Tulsa Metropolitan Area Planning Commission	**Case :** Elwood Crossing III-IV **Hearing Date:** March 2, 2022
Case Report Prepared by: Nathan Foster	**Owner and Applicant Information**: *Applicant*: Tanner Consulting *Owner*: Elwood Crossing, LLC
Location Map: **(shown with City Council Districts)**  	**Applicant Proposal:** Preliminary Plat 97 lots, 11 blocks, 80.24 ± acres *Location*: South of the southeast corner of East 161st Street South and South Elwood Avenue
Zoning: RS (Residential – Single-Family) PUD-861	**Staff Recommendation:** Staff recommends **approval** of the preliminary plat
	County Commission District: 3 *Commissioner Name:* Ron Peters

EXHIBITS: Site Map, Aerial, Tulsa County Land Use Plan, Preliminary Plat, Conceptual Improvements Plan

PRELIMINARY SUBDIVISION PLAT

Elwood Crossing III-IV - (County)
South of the southeast corner of East 161st Street South and South Elwood Avenue

This plat consists of 97 lots, 11 blocks on 80.24 ± acres.

The Technical Advisory Committee (TAC) met on February 17, 2022 and provided the following conditions:

1. **Zoning:** TMAPC recommended approval of a rezoning from AG to RS/PUD-861 on December 15, 2021. Zoning must be effective and all lots must conform to the final approved zoning prior to final plat approval.

2. **Addressing:** Label all lots with assigned addressed on final plat submittal. Addresses will be assigned by INCOG.

3. **Transportation & Traffic:** Label and dimension all right-of-way being dedicated by plat and provide recording information for any previously dedicated right-of-way. Engineering plans for street construction must be approved and new streets must be accepted by the Tulsa County Engineer prior to final plat approval.

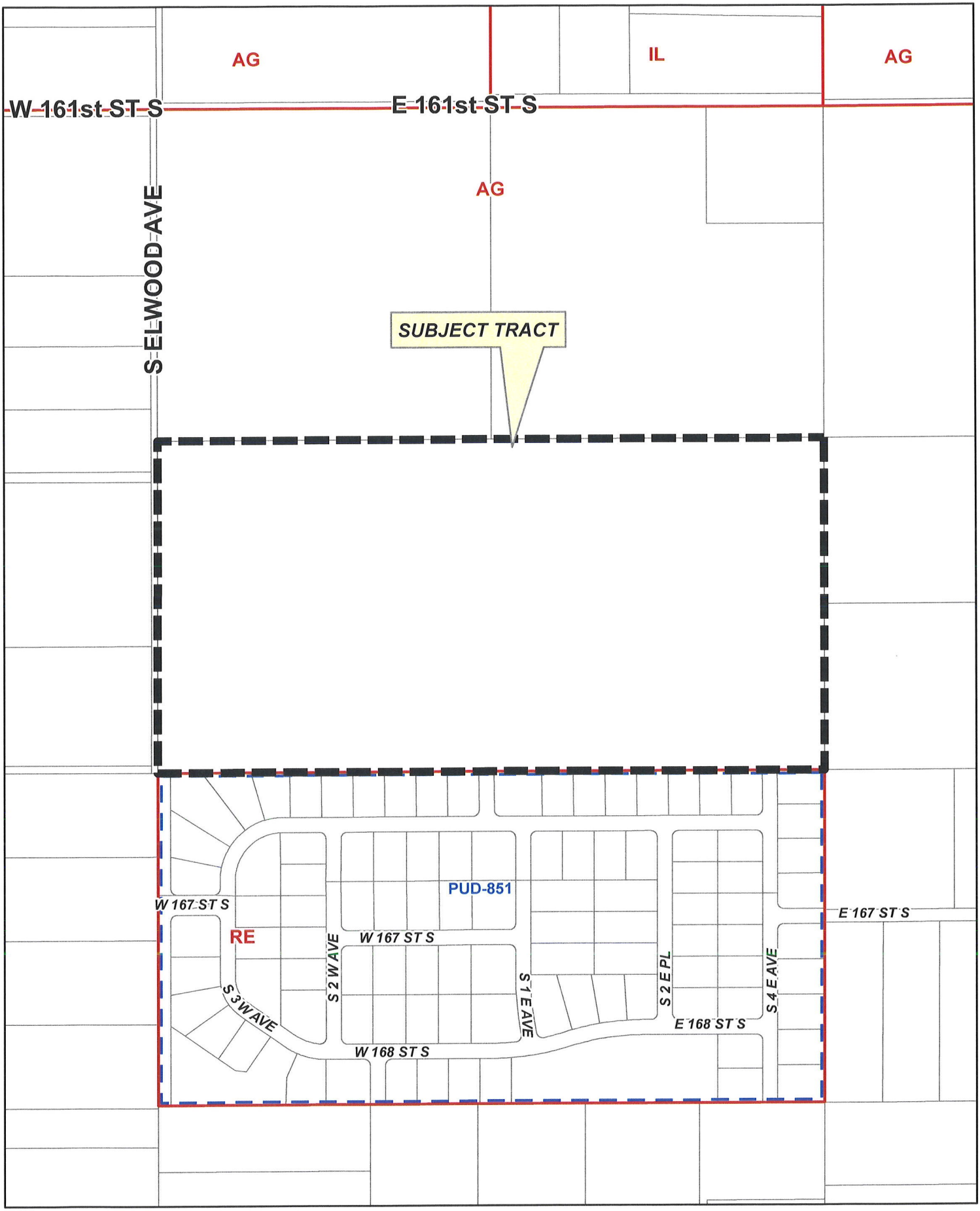
4. **Sewer/Water:** Rural water district will be required to provide a release prior to approval of the final plat. Department of Environmental Quality will be required to approve on-site sewage disposal systems. Add ODEQ certification to the deed of dedication.

6. **Engineering Graphics:** Submit subdivision data control sheet with final plat submittal. Update location map with all platted subdivision boundaries and label all other property "unplatted". Graphically show all pins found or set associated with this plat. Graphically label the point of beginning. Remove contours from final plat. Provide bearing angle from face of the plat under Basis of Bearing heading.

7. **Stormwater, Drainage, & Floodplain:** All drainage plans must comply with Tulsa County drainage standards and must be approved prior to the approval of the final plat. Any easements required for drainage must be shown on the final plat.

8. **Utilities: Telephone, Electric, Gas, Cable, Pipeline, Others:** All utilities indicated to serve the site must provide a release prior to final plat approval. Provide a Certificate of Records Search from the Oklahoma Corporation Commission to verify no oil & gas activity on the site.

Staff recommends **APPROVAL** of the preliminary subdivision plat subject to the conditions provided by TAC and all other requirements of the Subdivision and Development Regulations. Final release from Tulsa County is required prior to final plat approval.



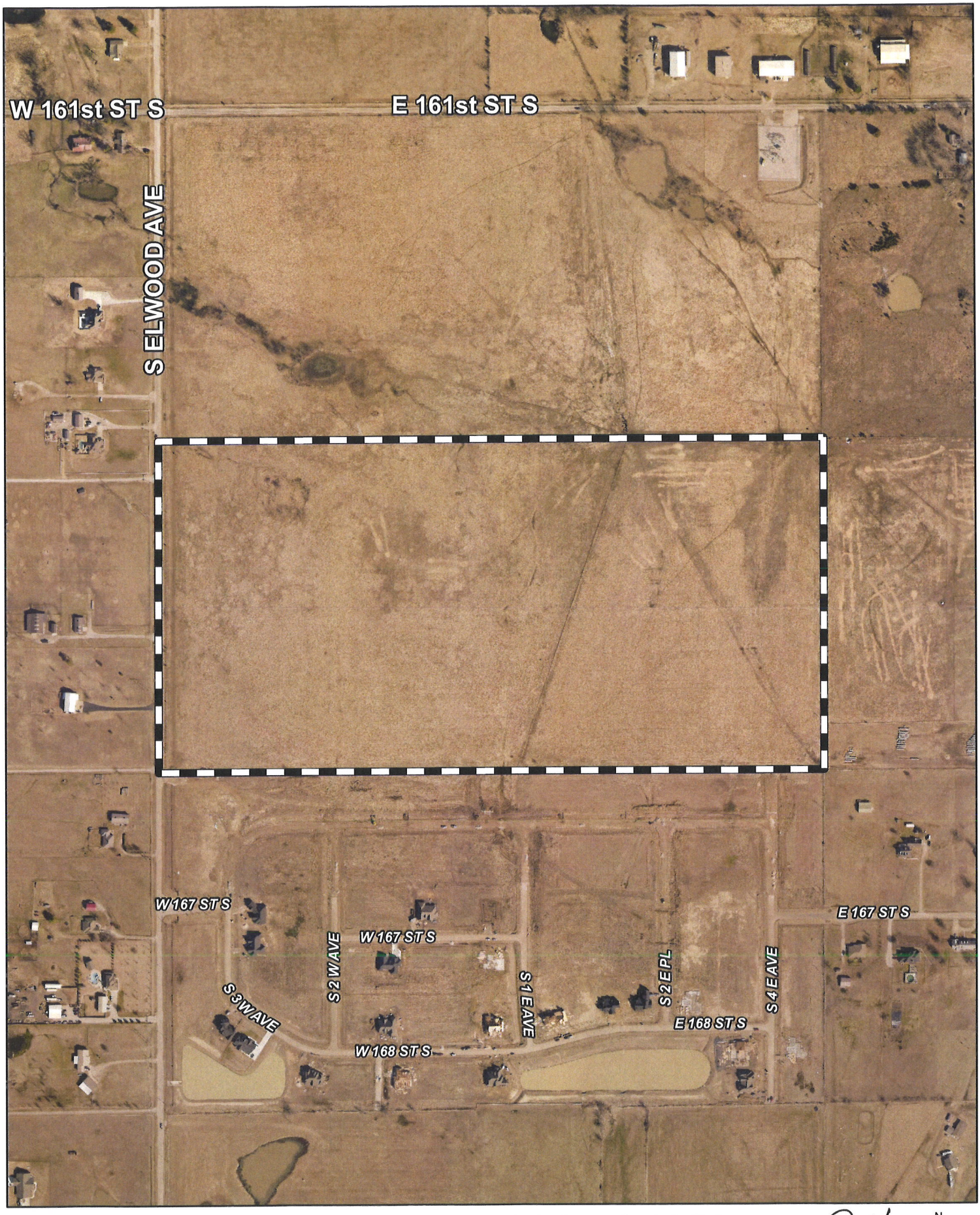
Feet
0 250 500

ELWOOD CROSSING III-IV

17-12 25

9.3

N



Feet
0 250 500

Subject Tract

ELWOOD CROSSING III-IV

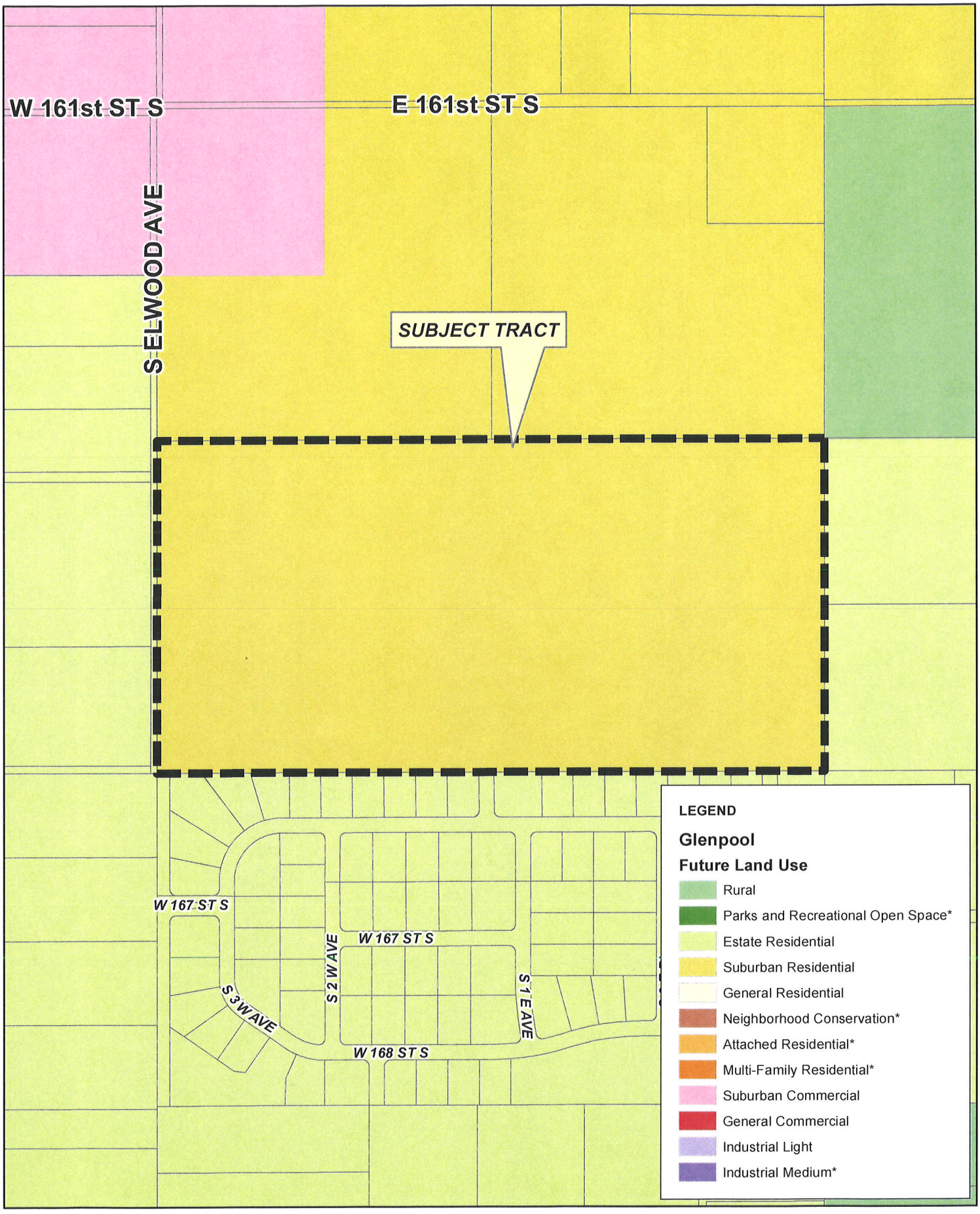
9.4

17-12 25

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

Aerial Photo Date: 2020/2021

N



Feet
0 250 500

ELWOOD CROSSING III-IV

17-12 25

9.5

N

Preliminary Plat

PUD-861

Elwood Crossing III-IV

ALL OF THE SOUTH HALF OF THE NORTHWEST QUARTER (N/2 SW/4)
SECTION TWENTY FIVE (25), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN TULSA COUNTY, STATE OF OKLAHOMA

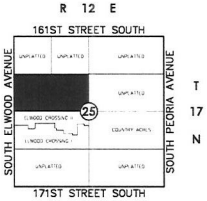
OWNER/DEVELOPER:
Elwood Crossing, LLC
CONTACT: ALEX M. SHIBLEY, MANAGER
3714 West 113th Street South
Jenks, Oklahoma 74037
Phone: (918) 402-5402

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2023
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

Notes:

1. 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.
2. ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1897" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
   (A) MAG NAIL W/ SHINER CA6737 FOUND AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25;
   (B) BRASS CAP FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25;

   THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 01°08'02" WEST.
4. ADDRESSES SHOWN ON THIS PLAT, PROVIDED BY INCOG, WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH 1ST EAST COURT AND BY SOUTH 4TH EAST AVENUE BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.



Location Map
Scale: 1" = 2000'
NORTH

LEGEND

AC	ACRE
B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
Δ	DELTA ANGLE
DOC	DOCUMENT
D/E	DRAINAGE EASEMENT
ESMT	EASEMENT
F/E	FENCE AND LANDSCAPE EASEMENT
IP/YC	IRON PIN FOUND WITH YELLOW CAP MARKED "TANNER 1435"
L	LENGTH
LNA	LIMITS OF NO ACCESS
R	RADIUS
RWD	RURAL WATER DISTRICT
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED
o	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE 2)

NORTH
0 60 120 180
Scale: 1" = 120'
Tanner Consulting

SUBDIVISION CONTAINS:

NINETY-SEVEN (97) LOTS
IN ELEVEN (11) BLOCKS

GROSS SUBDIVISION AREA: 80.241 ACRES

FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on _____

_____
TMAPC/INCOG

The approval of this final plat will expire one year from the date of Tulsa County Commission approval if not filed in the Office of the County Clerk before that date.

_____
COUNTY ENGINEER

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	39.31'	25.00'	90°06'03"	N46°11'03"W	35.39'
2	39.26	25.02	89°53'57"	N43°45'55"E	35.36'
3	63.59	240.00'	15°10'52"	N81°10'29"E	63.40'
4	76.01	160.00'	27°13'05"	N75°09'23"E	75.29'
5	35.32'	25.00'	80°56'42"	N65°56'35"W	32.45'
6	38.78'	25.00'	88°52'42"	N17°06'29"E	35.01'
7	128.02'	280.00'	26°11'49"	N14°13'57"W	126.91'
8	93.46	220.00'	24°20'12"	N13°18'08"W	92.75'
9	18.69	25.00	42°50'00"	N20°16'58"E	18.26'
10	153.39'	50.00	175°46'04"	N46°11'03"W	99.93'
11	18.69	25.00	42°50'00"	N63°20'55"E	18.26'
12	18.69	25.00	42°50'00"	N69°49'05"W	18.25'
13	153.30'	50.00	175°40'01"	N43°45'55"E	99.93'
14	18.69	25.00	42°50'00"	N22°39'05"W	18.26'
15	39.27	25.00	90°00'00"	N43°45'55"E	35.36'
16	39.27	25.00	90°00'00"	N46°14'05"W	35.36'
17	231.84'	50.00	265°40'01"	N1°14'05"W	73.33'
18	43.87	25.00	100°32'02"	N51°30'06"W	38.45'
19	37.61	25.00	86°11'31"	N41°51'40"E	34.16'
20	282.46'	970.00'	16°41'02"	N69°53'22"E	281.46'
21	489.29'	1030.00'	27°13'05"	N75°09'23"E	484.71'
22	47.12'	30.00	90°00'00"	N46°14'05"W	42.43'
23	47.12'	30.00	90°00'00"	N43°45'55"E	42.43'
24	172.48'	220.00'	44°55'11"	N68°46'29"W	168.10'
25	177.36'	280.00'	36°17'32"	N73°05'19"W	174.41'
26	35.31'	25.00'	81°32'00"	N84°32'17"E	32.60'
27	39.27	25.00	90°00'00"	N1°18'54"W	35.36'
28	259.64'	330.00'	45°04'49"	N66°13'31"E	253.00'
29	212.44'	270.00'	45°04'49"	N66°13'31"E	207.00'
30	216.21'	280.00'	44°14'31"	N68°26'09"W	210.88'

DATE OF PREPARATION: January 20, 2022

Preliminary Plat

PUD-861

Elwood Crossing III-IV

ALL OF THE SOUTH HALF OF THE NORTHWEST QUARTER (N/2 SW/4)
SECTION TWENTY FIVE (25), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT ELWOOD CROSSING, LLC, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND SITUATED IN TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IT IN THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE SOUTHWEST CORNER OF SAID S/2 NW/4; THENCE NORTH 1°08'02" WEST AND ALONG THE WEST LINE OF THE S/2 NW/4, FOR A DISTANCE OF 1320.85 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 88°44'42" EAST AND ALONG THE NORTH LINE OF THE S/2 NW/4, FOR A DISTANCE OF 2645.08 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 1°09'10" EAST AND ALONG THE EAST LINE OF THE S/2 NW/4, FOR A DISTANCE OF 1321.80 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88°45'55" WEST AND ALONG THE SOUTH LINE OF THE S/2 NW/4, FOR A DISTANCE OF 2645.51 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 3,495,286 SQUARE FEET, OR 80.241 ACRES

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

(1) MAG NAIL W/ SHINER CA6737 FOUND AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25;
(2) BRASS CAP FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 01°08'02" WEST.

AND THAT ELWOOD CROSSING, LLC, HEREINAFTER REFERRED TO AS "OWNER", HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO LOTS, BLOCKS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND HAS DESIGNATED THE SUBDIVISION AS "ELWOOD CROSSING III-IV", A SUBDIVISION WITHIN TULSA COUNTY, OKLAHOMA.

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS:

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER 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, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, 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, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS; PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPAIR OR REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING 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 COUNTY 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 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, LANDSCAPING, AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE SOUTH ELWOOD AVENUE RIGHT-OF-WAY AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE 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, 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.

3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, 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, COMMUNICATION, 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 THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR SUCH OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, PRIVATE SANITARY SEWER, STORM SEWER, AND STORMWATER DRAINAGE SERVICE:

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER AND PUBLIC STORM SEWER FACILITIES (IF AND WHEN INSTALLED), AND STORMWATER DRAINAGE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID MAINS OR FACILITIES

2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER OR PUBLIC STORM SEWER FACILITY (IF AND WHEN INSTALLED), OR PUBLIC STORMWATER DRAINAGE FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF CREEK COUNTY RURAL WATER DISTRICT #2 OR OTHER PUBLIC WATER, SANITARY SEWER, OR STORM SEWER SERVICE PROVIDER, WOULD INTERFERE WITH SUCH MAINS OR FACILITIES, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED BY THE LOT OWNER FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER FACILITY OR PUBLIC STORM SEWER FACILITY, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES, SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR, AT ITS ELECTION, CREEK COUNTY RURAL WATER DISTRICT #2 OR OTHER PUBLIC WATER, SANITARY SEWER, OR STORM SEWER SERVICE PROVIDER, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

3. CREEK COUNTY RURAL WATER DISTRICT #2, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND RELATED FACILITIES, AND PUBLIC SANITARY SEWER OR STORM SEWER SERVICE PROVIDERS, OR THEIR RESPECTIVE SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PUBLIC SANITARY SEWER FACILITIES AND PUBLIC STORM SEWER FACILITIES (IF AND WHEN INSTALLED), BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

4. CREEK COUNTY RURAL WATER DISTRICT #2 AND OTHER PUBLIC WATER, SANITARY SEWER, OR STORM SEWER SERVICE PROVIDERS, OR THEIR RESPECTIVE SUCCESSORS, THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE ACCOMPANYING PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE PUBLIC WATER, PUBLIC SANITARY SEWER AND PUBLIC STORM SEWER FACILITIES (IF AND WHEN INSTALLED), AND PUBLIC STORMWATER DRAINAGE FACILITIES.

5. SANITARY SEWER DISPOSAL: SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ONSITE AEROBIC SEWAGE DISPOSAL SYSTEMS APPROVED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). NO OTHER ONSITE SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE OWNER. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY ODEQ.

6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY CREEK COUNTY RURAL DISTRICT #2 AND OTHER PUBLIC WATER, SANITARY SEWER, OR STORM SEWER SERVICE PROVIDERS, OR THEIR RESPECTIVE SUCCESSORS, AND EACH LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

D. 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. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS THE LOT OR WITHIN THE BORROW DITCH DRAINAGE SYSTEM. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND THE PROPERTY OWNERS' ASSOCIATION AS PROVIDED IN SECTION IV. HEREIN.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS:

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 WATER, SANITARY SEWER, STORM SEWER, STORMWATER DRAINAGE, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY OR DRAINAGE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THAT THE SUPPLIER OF THE UTILITY OR STORMWATER DRAINAGE MAINTENANCE SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. LIMITS OF NO ACCESS:

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS AND EGRESS FROM ANY PORTION OF THE PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" 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 TULSA COUNTY ENGINEER, 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 TULSA COUNTY, OKLAHOMA.

G. DRAINAGE EASEMENTS:

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" OR "D/E" FOR THE PURPOSES OF PERMITTING OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION. DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF TULSA COUNTY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE TULSA COUNTY ENGINEER.

2. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED WITHIN A DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE WITHIN THESE EASEMENTS UNLESS APPROVED BY THE TULSA COUNTY ENGINEER, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE TULSA COUNTY ENGINEER'S OFFICE.

4. THE BORROW DITCHES AND OTHER STORMWATER DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LOT OWNER. THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE FUNCTIONS, INCLUDING BORROW DITCH SLOPE MAINTENANCE, REPAIR OF APPURTENANCES, AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

5. IN THE EVENT THE LOT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE BORROW DITCHES OR OTHER STORMWATER DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS AS OUTLINED HEREIN, TULSA COUNTY, OKLAHOMA, OR ITS SUCCESSORS, THROUGH ITS DESIGNATED CONTRACTOR, MAY ENTER THE DRAINAGE EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF.

6. IN THE EVENT THE LOT OWNER SHOULD FAIL TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, TULSA COUNTY, OKLAHOMA, OR ITS SUCCESSORS, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BECOME A LIEN AGAINST THE LOT OWNER. SUCH LIEN MAY BE FORECLOSED BY TULSA COUNTY, OKLAHOMA, OR ITS SUCCESSORS.

I. FENCE AND LANDSCAPE EASEMENTS:

THE OWNER DOES HEREBY ESTABLISH, GRANT, AND CONVEY TO THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, FOR THEIR COMMON USE AND BENEFIT, AND RESERVES FOR SUBSEQUENT GRANT AND CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION, THE FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/E" AND SHOWN ON THE ACCOMPANYING PLAT THE FENCE AND LANDSCAPE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING NEIGHBORHOOD PERIMETER WALLS AND/OR FENCES AND IMPROVEMENTS SUCH AS SUBDIVISION ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, AND THE MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS, AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG ALL AREAS WHICH CONTAIN SUCH EASEMENTS. WITHIN THE FENCE AND LANDSCAPE EASEMENT AREAS, THE PROPERTY OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL WALLS, FENCES, LANDSCAPING, AND ALL OTHER IMPROVEMENTS THEREIN AS OUTLINED HEREINABOVE THE RIGHTS HEREIN ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY EASEMENTS ELSEWHERE DEDICATED HEREIN

SECTION II. RESERVE AREAS

A. PURPOSE:

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF TULSA COUNTY, OKLAHOMA, RESERVES A, B, AND C ARE HEREBY DESIGNATED AND CREATED TO PROVIDE FOR VARIOUS PURPOSES INCLUDING STORMWATER DRAINAGE AND DETENTION, ENTRY FEATURES AND SIGNAGE, PERIMETER FENCES OR WALLS, LANDSCAPING, OPEN SPACE, PRIVATE PARK, PRIVATE RECREATION, AND OTHER USES AS DETERMINED BY THE OWNER, OR ITS SUCCESSORS, AND APPROVED BY THE TULSA COUNTY ENGINEER, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION.

B. STORMWATER DRAINAGE AND DETENTION EASEMENTS:

1. THE OWNER HEREBY ESTABLISHES AND GRANTS TO THE PUBLIC PERPETUAL STORMWATER DRAINAGE AND DETENTION EASEMENTS OVER AND ACROSS RESERVES A, B, AND C, AS DEPICTED ON THE ACCOMPANYING PLAT, FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND OTHER AREAS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE THE SUBDIVISION

2. THE STORMWATER DRAINAGE AND DETENTION FACILITIES WITHIN RESERVES A, B, AND C SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF TULSA COUNTY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE TULSA COUNTY ENGINEER

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN RESERVES A, B, OR C, NOR SHALL THERE BE ANY ALTERATION OF GRADES OR CONTOURS WITHIN RESERVES A, B, OR C UNLESS APPROVED BY THE TULSA COUNTY ENGINEER.

4. THE FACILITIES LOCATED WITHIN AND ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVES A, B, AND C SHALL BE MAINTAINED BY THE OWNER UNTIL SUCH TIME AS RESERVES A, B, AND C ARE CONVEYED TO THE PROPERTY OWNERS' ASSOCIATION, WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES. THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

5. IN THE EVENT THE OWNER OF RESERVES A, B, OR C SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE AREAS OR FACILITIES THEREIN LOCATED AS OUTLINED HEREIN, TULSA COUNTY, OKLAHOMA, OR ITS SUCCESSORS, THROUGH ITS DESIGNATED CONTRACTORS, MAY ENTER THE RESERVE AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF.

6. IN THE EVENT THE OWNER OF CONCERNED RESERVE AREA SHOULD FAIL TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, TULSA COUNTY, OKLAHOMA, OR ITS SUCCESSORS, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BECOME A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION. SUCH LIEN MAY BE FORECLOSED BY TULSA COUNTY, OKLAHOMA, OR ITS SUCCESSORS.

C. INDEMNIFICATION OF OWNER AND TULSA COUNTY:

EACH LOT OWNER AND RESIDENT AND/OR MEMBER OF THE ELWOOD CROSSING PROPERTY OWNERS' ASSOCIATION AGREES TO INDEMNIFY AND HOLD HARMLESS TULSA COUNTY AND THE OWNER, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, LIABILITIES, AND DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN RESERVES A, B, AND C. FURTHER, EACH LOT AND RESERVE AREA OWNER AND RESIDENT AND/OR ASSOCIATION MEMBER AGREES THAT NEITHER TULSA COUNTY NOR THE OWNER/DEVELOPER SHALL BE LIABLE TO THE LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF

DATE OF PREPARATION: January 20, 2022

Preliminary Plat

PUD-861

Elwood Crossing III-IV

ALL OF THE SOUTH HALF OF THE NORTHWEST QUARTER (N/2 SW/4)
SECTION TWENTY FIVE (25), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, PUD-861 WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT PURSUANT TO SECTIONS 1100-1170 OF THE TULSA COUNTY ZONING CODE, AND

WHEREAS PUD-861 WAS RECOMMENDED FOR APPROVAL BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON xxxxxxxxxxxxxxx AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, TULSA COUNTY, OKLAHOMA ON xxxxxxxxxxxxxx, THE IMPLEMENTING RESOLUTION NO. xxxxxxxx, AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS IN TITLE, AND TULSA COUNTY, OKLAHOMA, AND

WHEREAS THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA COUNTY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY TULSA COUNTY, OKLAHOMA, SUFFICIENT TO INSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO.

THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE BY OWNER, ANY PERSON OWNING A LOT IN "ELWOOD CROSSING III-VI", AND BY TULSA COUNTY, OKLAHOMA, AS HEREINAFTER SET FORTH.

DEVELOPMENT STANDARDS

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RE ZONING DISTRICT IN THE TULSA COUNTY ZONING CODE, INCLUDING BUT NOT NECESSARILY LIMITED TO: DETACHED SINGLE-FAMILY DWELLINGS, LANDSCAPED FEATURES, RESERVE AREAS, NEIGHBORHOOD RECREATIONAL FACILITIES, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

GROSS LAND AREA:	3,495,298 SF	80.241 AC
MAXIMUM NUMBER OF LOTS:		100 LOTS
MINIMUM LOT WIDTH:		125 FT
MINIMUM LOT SIZE:		21,780 SF (1/2 ACRE)
MINIMUM LAND AREA PER DWELLING UNIT:		24,780 SF
MINIMUM LIVABILITY SPACE REQUIRED PER DWELLING UNIT:		12,000 SF*
MAXIMUM BUILDING HEIGHT:		35 FT **
OFF-STREET PARKING:		
MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.		
MINIMUM YARD SETBACKS:		
FRONT YARD:		35 FT
REAR YARD:		25 FT
MINIMUM SIDE YARD:		10 FT & 10 FT

* *LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 1140.3 OF THE TULSA COUNTY ZONING CODE.*

** *ARCHITECTURAL FEATURES SUCH AS CHIMNEYS AND CUPOLAS MAY EXTEND TO A MAXIMUM HEIGHT OF 45 FEET, HOWEVER, NO HABITABLE PORTION OF ANY DWELLING SHALL EXCEED THE 35' LIMITATION.*

STREETS:

STREETS WITHIN THIS PUD, WHETHER PUBLIC OR PRIVATE, SHALL BE CONSTRUCTED TO TULSA COUNTY STANDARDS FOR MINOR RESIDENTIAL STREETS. STREETS MAY BE DESIGNED WITH BORROW DITCHES OR CURBS AND GUTTERS AS PER DESIGN STANDARDS APPROVED BY TULSA COUNTY. DIVIDED, BOULEVARD-STYLE ENTRANCES MAY BE CONSTRUCTED, PROVIDED ANY MEDIAN LANDSCAPING AND OTHER ENTRY FEATURES SHALL BE MAINTAINED BY THE MANDATORY PROPERTY OWNERS' ASSOCIATION.

ACCESSORY BUILDINGS:

DETACHED ACCESSORY BUILDINGS SHALL BE PERMITTED SUBJECT TO TULSA COUNTY ZONING CODE REGULATIONS AND PRIVATE RESTRICTIONS AS MAY BE IMPOSED BY RESTRICTIVE COVENANTS OR OTHER PRIVATE DEED RESTRICTIONS FILED OF RECORD BY SEPARATE INSTRUMENT.

SIGNS:

SUBDIVISION ENTRANCE SIGNS SHALL BE PERMITTED AT EACH ENTRANCE AND/OR STREET FRONTAGE AND SHALL COMPLY WITH THE ACCESSORY USE REGULATIONS FOR SIGNAGE OF THE TULSA COUNTY ZONING CODE. SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES, APPROPRIATE FOR THE PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES. SIGNAGE SHALL OTHERWISE COMPLY WITH THE TULSA COUNTY ZONING CODE.

FENCING:

FENCING ALONG SOUTH ELWOOD AVENUE WILL BE DECORATIVE IN NATURE AND CONSISTENT WITH A RESIDENTIAL-ESTATE SINGLE FAMILY SUBDIVISION. FENCES ALONG THE SUBDIVISION PERIMETERS, RESERVE AREAS AND INDIVIDUAL HOMESITES SHALL COMPLY WITH FENCE REQUIREMENTS OF THE TULSA COUNTY ZONING CODE.

SECTION IV. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION:

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN "ELWOOD CROSSING I", PLAT NO. 6897, "ELWOOD CROSSING II", PLAT NO. 6989, AND ELWOOD CROSSING III-IV, TO BE KNOWN AS THE "ELWOOD CROSSING PROPERTY OWNERS' ASSOCIATION" (HEREIN SOMETIMES REFERRED TO AS THE "PROPERTY OWNERS' ASSOCIATION" OR THE "ASSOCIATION"). THE ASSOCIATION SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION ALL RESERVE AREAS, AND OTHER AREAS AND FACILITIES THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF OWNERS OF THE LOTS WITHIN "ELWOOD CROSSING I", "ELWOOD CROSSING II", AND ELWOOD CROSSING III-IV, AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF "ELWOOD CROSSING I", "ELWOOD CROSSING II", ELWOOD CROSSING III-IV, AND OF ANY OTHER ADJOINING RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION AND BYLAWS OF THE PROPERTY OWNERS' ASSOCIATION. ELWOOD CROSSING III-IVADJOINS "ELWOOD CROSSING II" AND BY THESE PRESENTS IS ANNEXED BY THE OWNER TO THE PROPERTY OWNERS' ASSOCIATION FORMED OR TO BE FORMED PURSUANT TO THE RECORDED PLAT OF "ELWOOD CROSSING II".

B. MEMBERSHIP:

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT:

EACH LOT OWNER SHALL BE SUBJECT TO ANNUAL AND SPECIAL ASSESSMENTS BY THE ASSOCIATION FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF FACILITIES THAT ARE, OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION.

D. ASSOCIATION TO BE BENEFICIARY:

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, TULSA COUNTY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

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

A. ENFORCEMENT:

1. 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. PUBLIC STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, AND SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., AND III., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY TULSA COUNTY, OKLAHOMA.

2. THE COVENANTS CONTAINED IN SECTION IV. PROPERTY OWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT IN "ELWOOD CROSSING II" AND THE ASSOCIATION. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION IV., IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT IN "ELWOOD CROSSING III IV" OR THE ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT.

3. 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. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT IN "ELWOOD CROSSING III IV" OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE 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 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.

C. AMENDMENT OR TERMINATION:

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT THAT IS SIGNED AND ACKNOWLEDGED BY THE OWNERS 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 BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PLANNED UNIT DEVELOPMENT MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS 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. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD-861 BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, AND RECORDING OF A COPY OF THE MINUTES OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE TULSA COUNTY CLERK. THE COVENANTS WITHIN SECTION IV. MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHOUT APPROVAL FROM THE TULSA METROPOLITAN AREA PLANNING COMMISSION OR TULSA COUNTY. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS 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, ELWOOD CROSSING, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS ____ DAY OF ________, 2022.

BY: ______________________________
ALEX M. SHIBLEY, MANAGER OF LLC

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 ______________, 2022, PERSONALLY APPEARED ALEX M. SHIBLEY, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF ELWOOD CROSSING, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AS TO THE FREE AND VOLUNTARY ACT AND DEED OF ELWOOD CROSSING, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

03/08/2024 ______________________________
MY COMMISSION EXPIRES JENNIFER MILLER, NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, RONALD M. MCGILL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO 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 "ELWOOD CROSSING III-IV", A SUBDIVISION WITHIN TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ___ DAY OF ___________, 2022.

LICENSED PROFESSIONAL LAND SURVEYOR Ronald M. McGill 1897 OKLAHOMA

BY: ______________________________
DAN E. TANNER
LICENSED LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS ________ DAY OF ___________, 2022, BY DAN E. TANNER, AS A LICENSED LAND SURVEYOR.

03/08/2024 ______________________________
MY COMMISSION EXPIRES JENNIFER MILLER, NOTARY PUBLIC

DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

THE TULSA COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PUBLIC WATER AND ON SITE SEWER SYSTEM ON THIS _____DAY OF_________, 2022.

____
ENVIRONMENTAL PROGRAM SPECIALIST
DEPARTMENT OF ENVIRONMENTAL QUALITY

DATE OF PREPARATION: January 20, 2022

Conceptual Utility Plan

PUD-861

Elwood Crossing III-IV

ALL OF THE SOUTH HALF OF THE NORTHWEST QUARTER (N/2 SW/4)
SECTION TWENTY FIVE (25), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER:
Elwood Crossing, LLC
CONTACT: ALEX M. SHIBLEY, MANAGER
3714 West 113th Street South
Jenks, Oklahoma 74037
Phone: (918) 402-5402

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2023
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

LEGEND

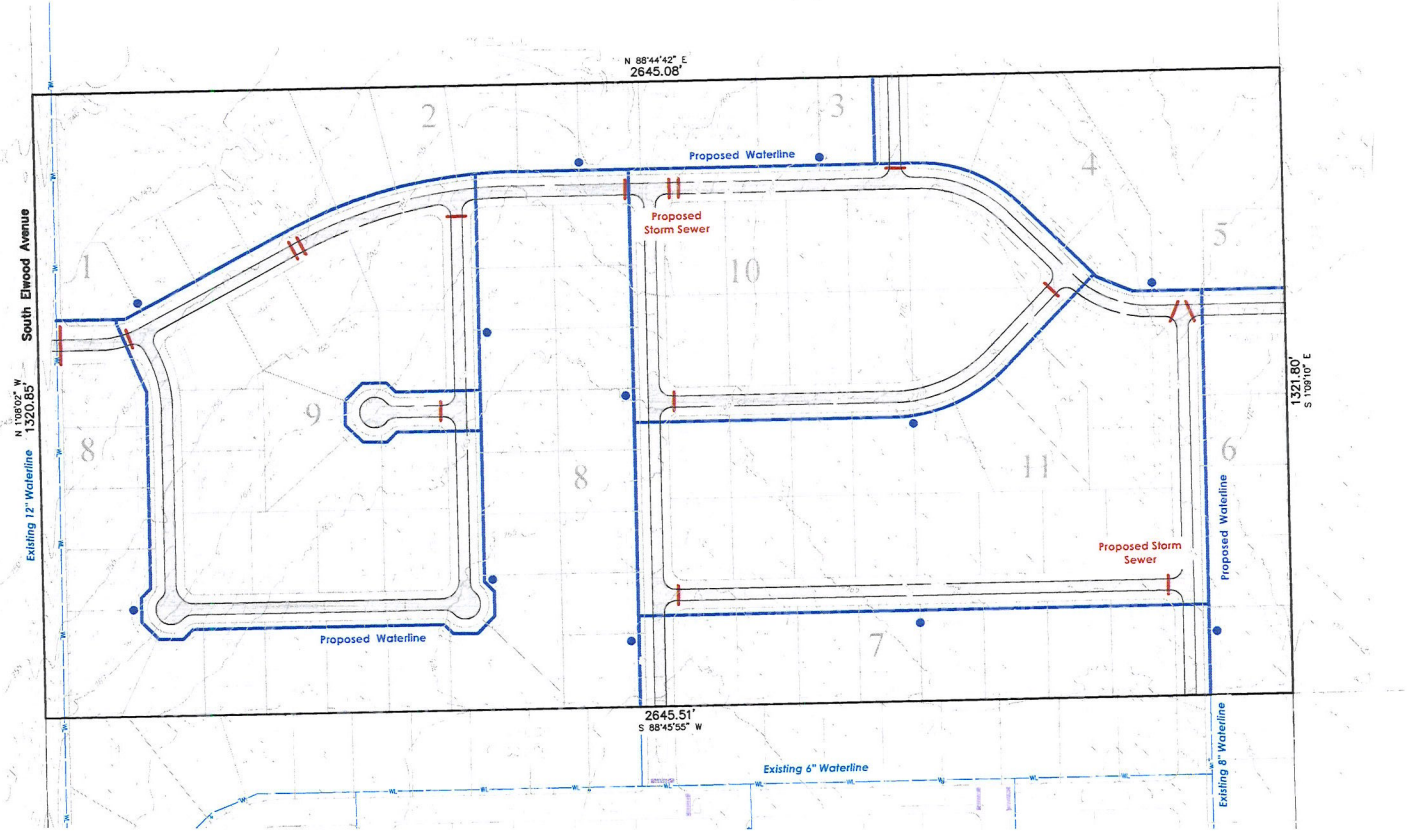
B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
F/E	FENCE EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
R	RADIUS
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED
●	FIRE HYDRANT
—	STORM SEWER

NORTH
0 60 120 180
Scale: 1"= 120'
Tanner Consulting

SUBDIVISION CONTAINS:

NINETY-SEVEN (97) LOTS
IN ELEVEN (11) BLOCKS

GROSS SUBDIVISION AREA: 80.241 ACRES



DATE OF PREPARATION: January 20, 2022

Elwood Crossing III-IV
SHEET 1 OF 1

6.9