



Tulsa Metropolitan Area
Planning Commission

Case : Islamic Cemetery

Hearing Date: September 2, 2020

Case Report Prepared by:

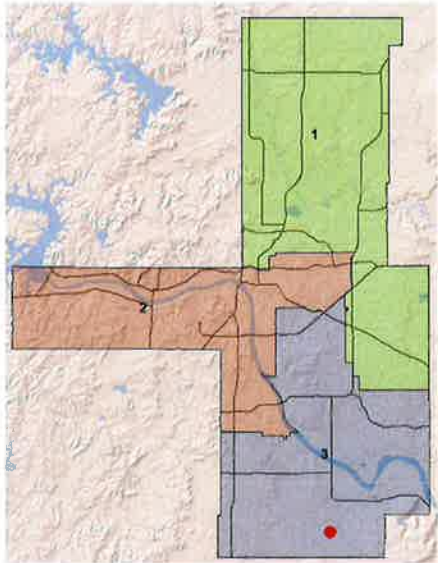
Nathan Foster

Owner and Applicant Information:

Applicant: Tim Terral, TEP

Owner: Islamic Society of Tulsa

Location Map:
(shown with County Commission
Districts)



Applicant Proposal:

Minor Subdivision Plat

1 lot, 1 block, 21.78 ± acres

Location: South of the southeast corner of
East 191st Street South and South Memorial
Drive

Zoning: AG (Agriculture)

Staff Recommendation:

Staff recommends **approval** of the minor
subdivision plat

County Commission District: 3

Commissioner Name: Ron Peters

EXHIBITS: Site Map, Aerial, Minor Subdivision Plat

7.1

MINOR SUBDIVISION PLAT

Islamic Cemetery – (Tulsa County)

South of the southeast corner of East 191st Street South and South Memorial Drive

This plat consists of 1 lot, 1 block on 21.78 ± acres.

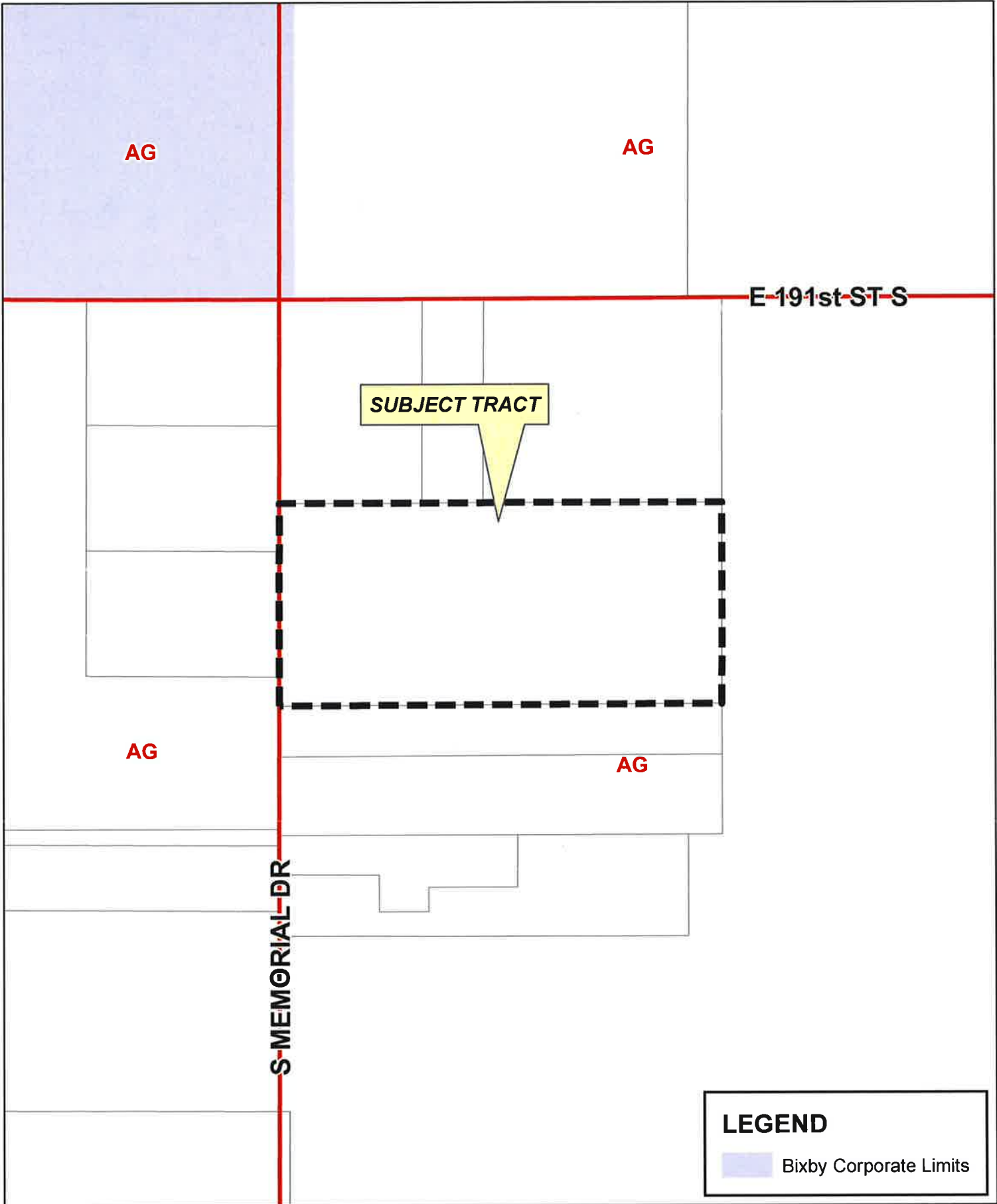
The Technical Advisory Committee (TAC) met on August 20, 2020 and provided the following comments:

1. **Zoning:** Approved as submitted.
2. **Addressing:** Approved as submitted.
3. **County Engineering:** Final release required for drive configuration.
4. **Sewer/Water:** Lots will be served by on-site sewage disposal approved by Oklahoma Department of Environmental Quality. Water service available through the rural water district.
5. **Utilities: Telephone, Electric, Gas, Cable, Pipeline, Others:** All release letters have been received. Oil & Gas certificate was submitted.

Waivers of Subdivision Regulations:

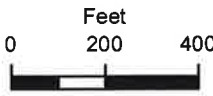
1. None Requested

Staff recommends **APPROVAL** of the minor subdivision plat subject to the requirements of the Subdivision & Development Regulations.



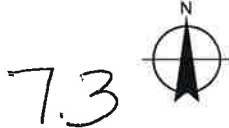
LEGEND

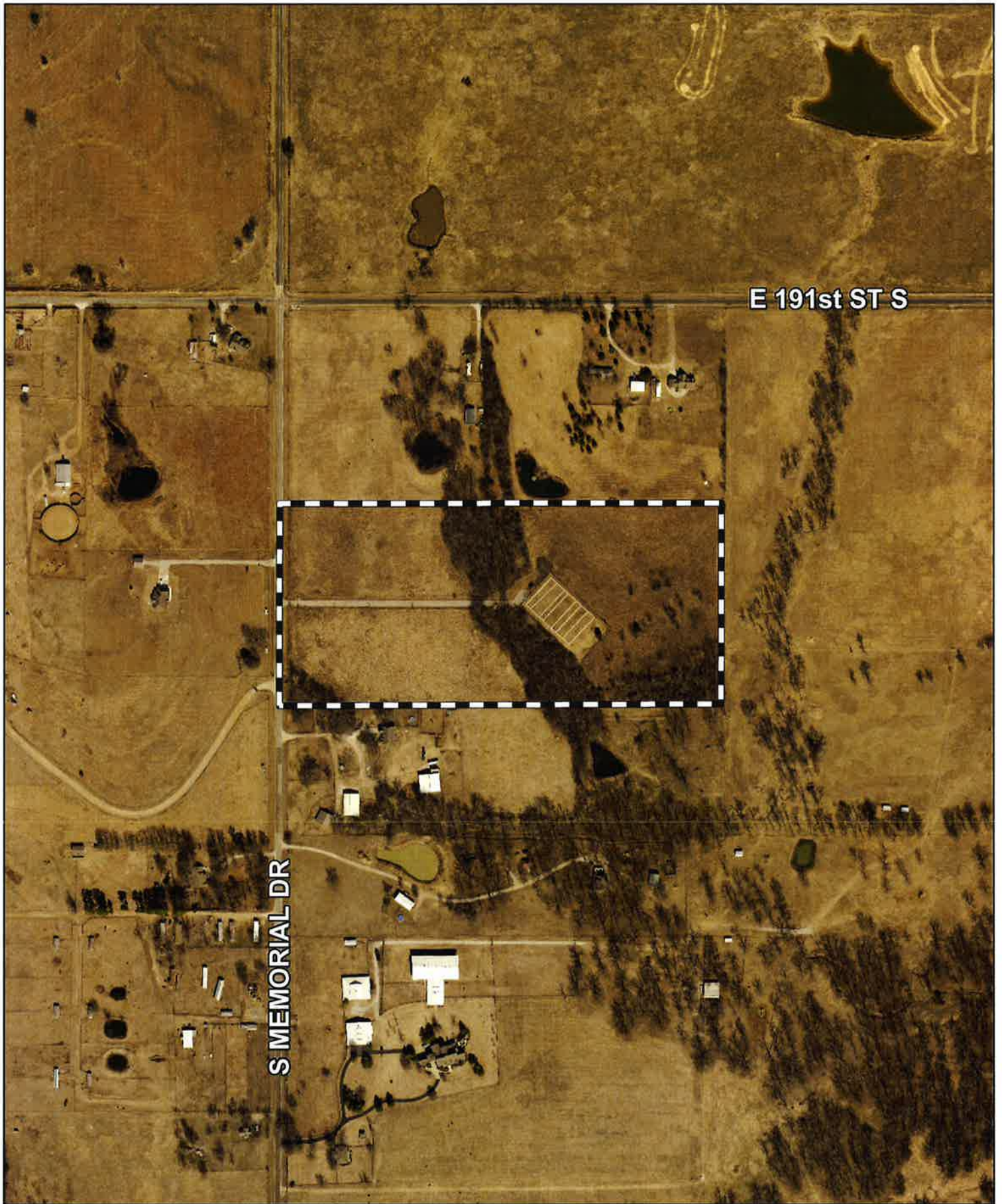
 Bixby Corporate Limits



**ISLAMIC
CEMETERY**

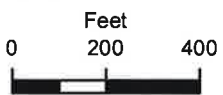
16-13 12





E 191st ST S

S MEMORIAL DR



Subject Tract

ISLAMIC CEMETERY

16-13 12

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

Aerial Photo Date: February 2018



OWNER / DEVELOPER

Islamic Society of Tulsa

4830 South Irvington Avenue
Tulsa, Oklahoma 74135
(918) 960.2990

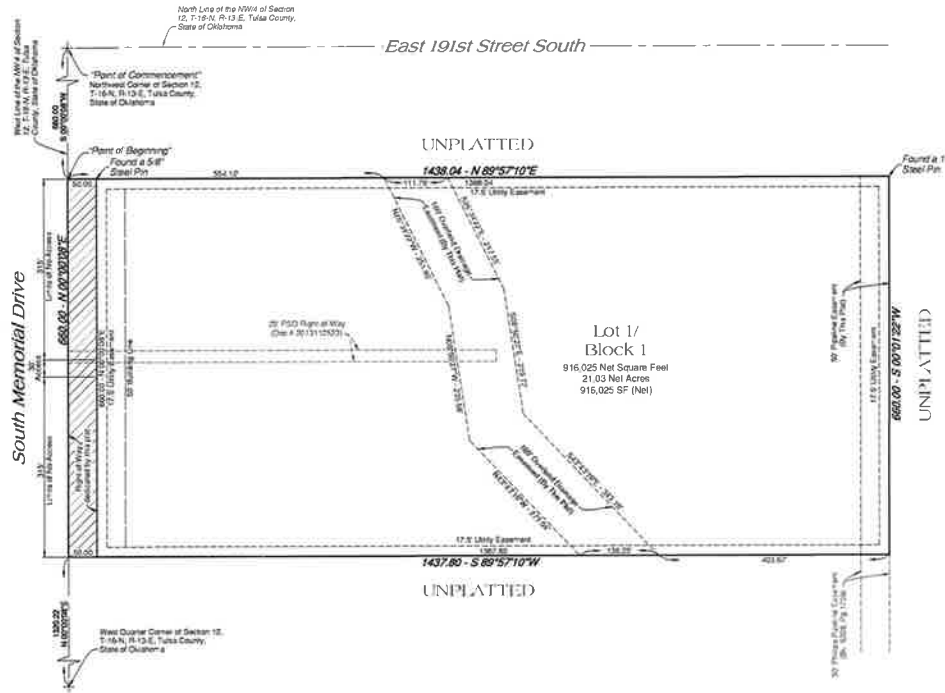
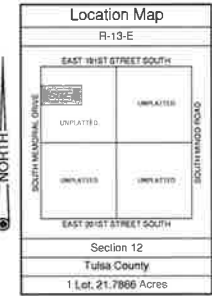
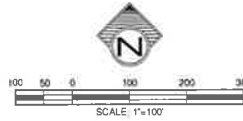
Islamic Cemetery

A subdivision in Tulsa County, being a part of the NW/4 of
Section 12, Township 16 North, Range 13 East,
of the Indian Base and Meridian, Tulsa County, State of Oklahoma

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

In Oklahoma approved
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
918.252.9621
B.Long@tulsaengineering.com
REGISTERED PROFESSIONAL ENGINEER AND SURVEYOR
NO. 14248 - STATE OF OKLAHOMA



Legend

- Right-of-Way Dedicated by This Plat

Monument Notes

A 5/8" x 1/8" diameter bar with a yellow plastic cap stamped "TEP CAS31" to be set at all plat boundary corners, prior to inscription unless noted otherwise.

Basis of Bearings

The non-astrophysical bearings contained herein are based upon the West line of said Northwest Quarter (NW-4) as being South 00°00'00" West.

Lot Addresses

Addresses shown on this plat were provided by INCOG. The addresses are a subject to change and should not be relied upon in place of the legal description.

**FINAL PLAT
CERTIFICATE OF APPROVAL**

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

TMAP/PCOGS OFFICIAL

This approval is void if this plat is not filed in the office of the County Clerk on or before _____

COUNTY OF CITY ENGINEER

Islamic Cemetery
Date of Preparation: April 15, 2020 Sheet 1 of 2

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7.5

ISLAMIC CEMETERY

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

ISLAMIC SOCIETY OF TULSA, an express trust, hereinafter referred to as the 'Owner/Developer' is the owner of the following described land in Tulsa County, State of Oklahoma, to wit:

A tract of land located in the NW/4 of Section 12, T-16-N, R-13-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, more particularly described as follows:

The South Six Hundred Sixty (660) feet of the North One Thousand Three Hundred Twenty (1320) feet of the Northwest Quarter (NW/4) of Section Twelve (12), Township Sixteen (16) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof. **Less and Except the East 1209 feet thereof.** (General Warranty Deed, Book 5502, Page 6)

More particularly described as follows:

A tract of land contained within the Northwest Quarter (NW/4) of Section Twelve (12), Township sixteen (16) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter (NW/4);

Thence South 0°00'08" West, along the West line of said Northwest Quarter (NW/4), a distance of 660.00 feet to the Point of Beginning;

Thence North 89°57'10" East, parallel to the North line of said Northwest Quarter (NW/4), a distance of 1438.04 feet;

Thence South 0°01'22" West a distance of 660.00 feet;

Thence South 89°57'10" West, parallel to the north line of said Northwest Quarter (NW/4), a distance of 1437.80 feet to a point on the West line of said Northwest Quarter (NW/4), said point being North 0°00'08" East a distance of 1320.22 feet from the Southwest corner thereof;

Thence North 0°00'08" East, along said West line, a distance of 660.00 feet to the point of beginning;

Containing 949,025 square feet, or 21.79 acres, more or less.

The non-astronomical bearings contained herein are based upon the West line of said Northwest Quarter (NW/4) as being South 0°00'08" West.

And has caused the above described land to be surveyed, staked, platted, and subdivided into one (1) lots and one (1) block, in conformity with the accompanying plat, and has designated the subdivision as ISLAMIC CEMETERY, a subdivision in Tulsa County, Oklahoma.

SECTION I STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and Utility Easements

The Owner/Developer does hereby dedicate to the public the street rights of way as depicted on the accompanying plat, and does further dedicate to the public the utility easements as depicted on the accompanying plat as "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, repaving, removing and replacing any and all underground public utilities, including storm and 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/Developer hereby reserves the right to construct, maintain, operate, lay, repair and re-lay water lines and sewer lines, together with the right of

ingress and egress for such construction, maintenance, operation, laying, repairing and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to 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 Tulsa County, 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 shall be placed, erected, installed or maintained. Provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping, and customary screening fences, which do not constitute an obstruction.

1.2 Utility Service

1.2.1 Overhead lines for the supply of electric, telephone and cable television services may be located within the west perimeter easements 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 on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in general utility easements.

1.2.2 Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest service pedestal, transformer, or gas man 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 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 man, service pedestal or transformer to the service entrance on the structure.

1.2.3 The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have the right of access to all easements shown on the plat or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any of the underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

1.2.4 The Owner/Developer 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. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the Owner/Developer shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner/Developer or his agents or contractors.

1.2.5 The foregoing covenants set forth in this subsection 1.2 shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

1.3 Gas Service

1.3.1 The supplier of gas service through its agents and employees shall at all times have the right of access to all utility easements shown on the plat or as otherwise provided for in this Deed of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

1.3.2 The Owner/Developer shall be responsible for the protection of the underground gas facilities located in the Owner/Developer's lot and shall prevent the alteration of 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/Developer shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner/Developer, or its agents or contractors.

1.3.3 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.4 Lot Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation. The Owner/Developer 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 lot. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by the Owner/Developer and by Tulsa County, Oklahoma.

1.5 Paving and Landscaping within Easements

The Owner/Developer shall be responsible for the repair of damage to landscaping and paving occasioned by installation or necessary maintenance of underground water service, sanitary sewer services and/or septic lines, storm sewer, natural gas, communication, cable television or electric facilities within the easements as depicted upon the accompanying plat, provided however, Tulsa County, Oklahoma or the supplier of utility service shall use reasonable care in the performance of such activities.

1.6 Pipeline Easement

The Owner/Developer acknowledges the grant of the 50 foot Pipeline Easement, as depicted on the face of this Plat, subject to the conditions of the original Right-of-Way grant recorded in Book 4249, at Page 1127 in the records of the Tulsa County Clerk's office, including granting the following to the owner of the pipeline:

1.6.1 The right of way and easement from time to time to maintain, operate, relay, replace, change the size of and remove any or all of the pipeline owner's pipelines currently in place within the owned land and

1.6.2 The right of way and easement from time to time to lay, maintain, operate, relay, replace, change the size of and remove additional pipelines within the Defined Easement, for the transportation of gas, water, petroleum products and any other gases or substances (whether or not of a similar nature) which can be transported through a pipeline;

1.6.3 Together with the right of ingress and egress across the owned land for the purposes incident to the exercise of the aforesaid rights and the right to place on the owned land incidental equipment to facilitate the use of pipelines

1.6.4 The Owner/Developer covenants and agrees that no dwelling, buildings, structures, obstructions or engineering work of whatsoever kind shall be erected on said defined easement and that no change will be affected in the present grade of said Defined Easement.

SECTION II SEWAGE DISPOSAL

2.1 No sewage disposal is proposed for individual burial lots or re-subdivisions of this tract at the time of platting for cemetery use. In the event future construction of facilities requiring sewage to be disposed of by individual septic tank disposal systems, the Owner/Developer hereby acknowledges that said system or systems shall be subject to the regulations of the Tulsa City/County Health Department, or their successors. The Owner/Developer shall be responsible for the installation and maintenance of the septic system serving the subdivision or individual lot, and the area containing the lateral lines shall be maintained free of paving, surfacing, swimming pools, lawn sprinkler systems, or any building or other structure which would interfere with the functioning of the lateral lines.

SECTION III ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

3.1 Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon Owner/Developer, its successors and assigns. Within the provisions of Section I, Streets, Easements and Utilities, are set forth certain covenants and the enforcement rights pertaining thereto and whether or not therein so stated, the covenants within

Section I shall inure to the benefit of, and be enforceable by Tulsa County, Oklahoma. In any judicial action brought to enforce the covenants established in this Deed of Dedication the defense that the party invoking the equitable proceeding has an adequate remedy at law is hereby waived.

3.2 Duration

These restrictions shall remain in full force and effect until January 1, 2029 and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

3.3 Amendment or Termination

The covenants contained within Section I, Streets, Easements and Utilities, may be amended or terminated at any time by written instruments signed and acknowledged by the Owner/Developer to which the amendment or termination is to be applicable and approved by the Tulsa Metropolitan Area Planning Commission, or its successors and Tulsa County, Oklahoma.

3.4 Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this ____ day of _____, 2020.

Islamic Society of Tulsa
an express trust

President

State of Oklahoma)
County of Tulsa) ss

This instrument was acknowledged before me this ____ day of _____, 2020, by _____, President of Islamic Society of Tulsa, an express trust:

Notary Public
My commission expires _____
My commission no. is _____

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a 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 "ISLAMIC CEMETERY", a subdivision in the Tulsa County, State of Oklahoma, is a 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.

Executed this ____ day of _____, 2020.

Bobby D. Long
Professional Land Surveyor
Oklahoma No. 1885



State of Oklahoma)
County of Tulsa) ss

The foregoing Certificate of Survey was acknowledged before me this ____ day of _____, 2020, by Bobby D. Long.

Jack Taber, Notary Public

ISLAMIC CEMETERY

Date of Preparation: April 15, 2020 Sheet 2 of 2

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