

Case: Project Blue

Hearing Date: May 17, 2023

# Case Report Prepared by:

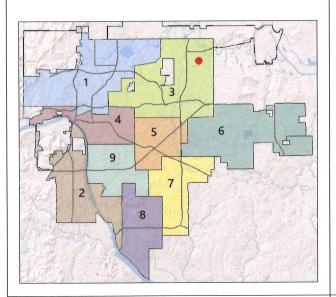
Nathan Foster

## **Owner and Applicant Information**:

Applicant: Route 66 Engineering

Owner. Greenhill Properties, LLC

# <u>Location Map:</u> (shown with City Council Districts)



# **Applicant Proposal:**

**Preliminary Plat** 

1 lot, 1 block, on 34.25 ± acres

*Location*: North of the northwest corner of East 36<sup>th</sup> Street North and North 129<sup>th</sup> East Avenue

# Zoning: IH

# **Staff Recommendation:**

Staff recommends approval of the preliminary plat

# **City Council District:** 3

Councilor Name: Crista Patrick

County Commission District: 1

Commissioner Name: Stan Sallee

### PRELIMINARY SUBDIVISION PLAT

Project Blue - (CD 3)

North of the northwest corner of East 36<sup>th</sup> Street North and North 129<sup>th</sup> East Avenue

This plat consists of 1 lot, 1 block on 34.25 ± acres.

The Technical Advisory Committee (TAC) met on May 4, 2023 and provided the following conditions:

- **1. Zoning:** The property is currently zoned IH. Proposed lots conform to the requirements of the IH district.
- 2. Addressing: City of Tulsa addresses and street names must be assigned and affixed to the face of the final plat along with the address disclaimer.
- 3. Transportation & Traffic: Sidewalks and appropriate ADA compliant ramps are required along all street frontages adjacent to the property and proposed street. Right-of-way permits will be required for driveways connecting to public streets. IDP approval is required prior to final plat approval. Label and dimension all street right-of-way adjacent to the site with either recording information or "dedicated by plat". Provide limits of access/no access along public street frontages.
- 4. Sewer/Water: IDP approval for sewer and water main extension is required prior to final plat approval. Label and dimension all required or existing easements. Any required offsite easements are required to be recorded and recording information must be provided on the final plat.
- 5. Engineering Graphics: Submit subdivision control data sheet with final plat. In the plat subtitle, add "City of Tulsa" before Tulsa County. Remove contours from final plat submittal. Label the point of beginning on the face of the plat. Graphically show all property pins found or set associated with this plat. Update location map to reflect all platted boundaries and label all other areas as unplatted. Under the basis of bearing information include the coordinate system used. Provide a bearing angle shown on the face of the plat. Provide the date of the last site visit by the surveyor.
- 6. Stormwater, Drainage, & Floodplain: IDP approval for storm sewer improvements is required prior to final plat approval. City of Tulsa Regulatory Floodplain must be plotted by elevation and contained within an overland drainage easement. Development in the floodplain must conform to Title 11-A Stormwater Management and Hazard Mitigation.
- 7. 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. City of Tulsa release letter is required prior to final plat approval.

5.Z





Feet 0 250 500



PROJECT BLUE

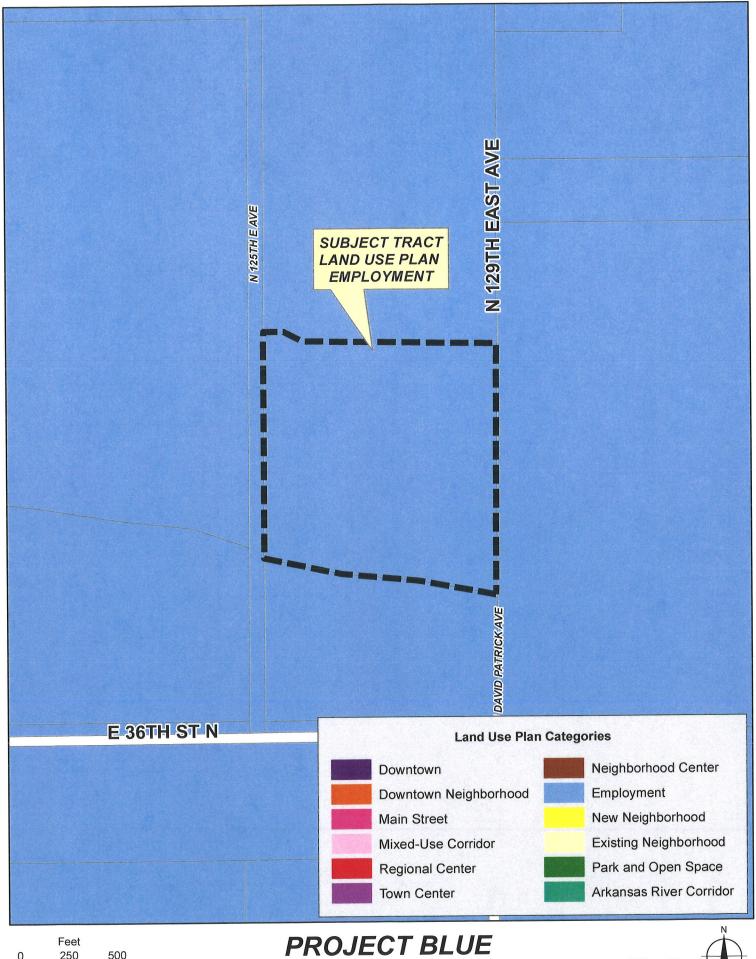
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Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: 2020/2021

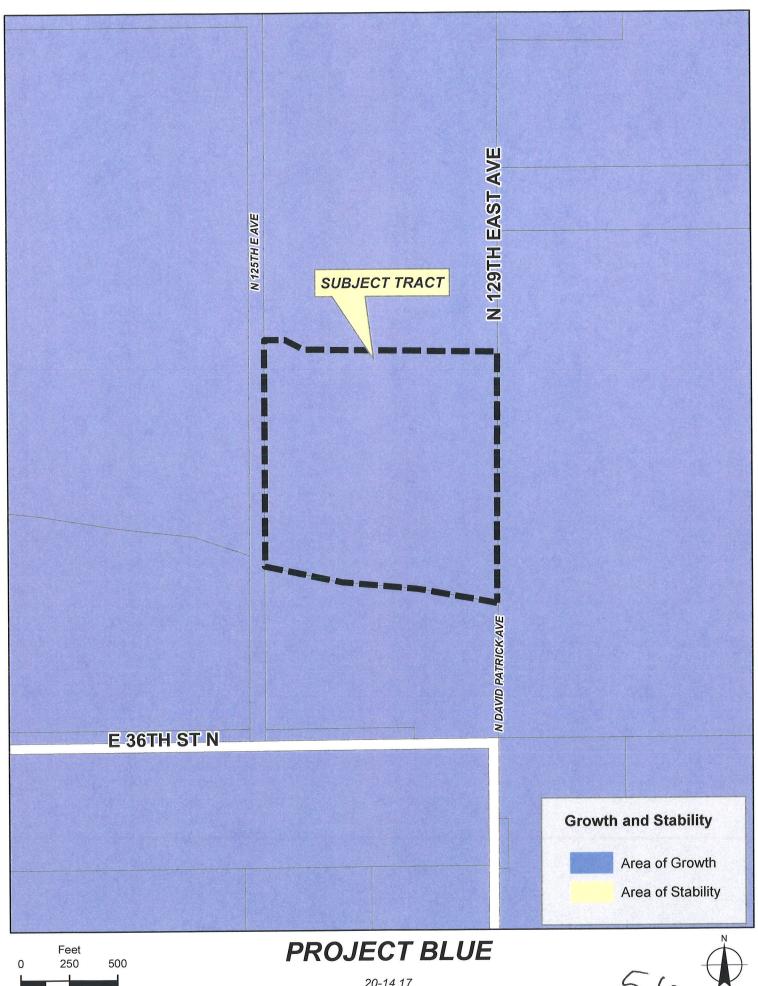


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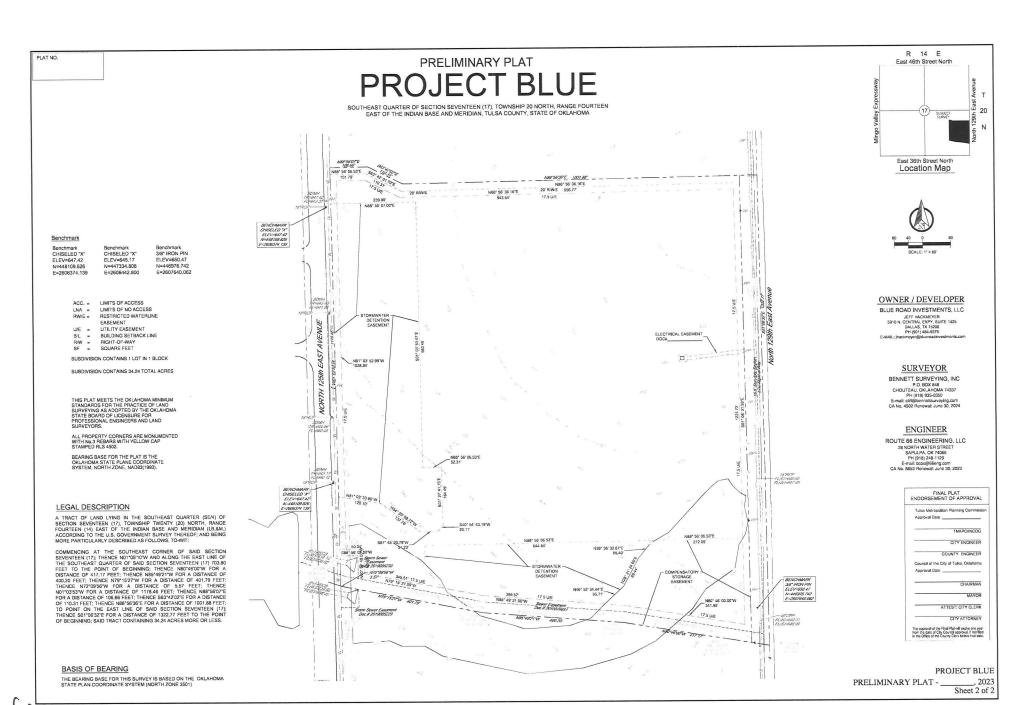




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#### KNOW ALL MEN BY THESE PRESENTS:

BLUE ROAD INVESTMENTS, LLC., A TEXAS CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.) ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TOWIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION SEVENTEEN (17); THENCE N01°05'10"W AND ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION SEVENTEEN (17) 703.80 FEET TO THE POINT OF BEGINNING; THENCE N80°46'00"W FOR A DISTANCE OF 417.17 FEET; THENCE N85°49'21"W FOR A DISTANCE OF 400.20 FEET; THENCE N79°15'27"W FOR A DISTANCE OF 401.79 FEET; THENCE N72°09'56"W FOR A DISTANCE OF 5.57 FEET; THENCE N01°03'53"W FOR A DISTANCE OF 1178.46 FEET; THENCE N88°56'07"E FOR A DISTANCE OF 106.66 FEET; THENCE S63°42'02"E FOR A DISTANCE OF 110.31 FEET; THENCE N88°56'36"E FOR A DISTANCE OF 1001.88 FEET; TO POINT ON THE EAST LINE OF SAID SECTION SEVENTEEN (17); THENCE S01°06'32"E FOR A DISTANCE OF 1322.77 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 34.24 ACRES MORE OR LESS.

#### SECTION I. STREETS, EASEMENTS AND UTILITIES

#### 1. PUBLIC STREETS AND UTILITY EASEMENTS

1.1.THE OWNER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE

ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

#### 2. RESTRICTED WATERLINE EASEMENTS

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

#### 3. STORMWATER DETENTION EASEMENTS

- 3.1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION.
- 3.2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
- 3.3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN STORMWATER DETENTION EASEMENTS NOR SHALLTHERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
- 3.4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
  - 3.4.1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
  - 3.4.2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
  - 3.4.3. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.

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

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

3.6. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, OR THE ALTERATION OF GRADE WITHIN A DETENTION EASEMENT, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY IN THE SUBDIVISION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

#### 4. UTILITY SERVICE

4.1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

4.2.UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

4.3.THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES\_INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4.4.THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS\_FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR THE LOT OWNER'S AGENTS OR CONTRACTORS.

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

- WATER, SANITARY SEWER AND STORM SEWER SERVICES
   5.1.THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER
   MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.
  - 5.2. WITHIN UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF TULSA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE PROHIBITED.
  - 5.3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS AND/OR CONTRACTORS.
  - 5.4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
  - 5.5.THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.
- 6. GAS SERVICE
  6.1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EI
  - 6.1.THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

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

6.3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

#### 7. LIMITS OF NO ACCESS

7.1. THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO NORTH 125TH EAST AVENUE AND NORTH 129TH EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF TULSA.

### 8. PAVING AND LANDSCAPING WITHIN EASEMENTS

8.1. THE OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

#### 9. SIDEWALKS

9.1. SIDEWALKS ARE REQUIRED ALONG NORTH 125TH EAST AVENUE AND NORTH 129TH EAST AVENUE IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED IN CONFORMANCE WITH THE CITY OF TULSA ENGINEERING DESIGN STANDARDS.

### 10. CERTIFICATE OF OCCUPANCY RESTRICTIONS

10.1. NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF TULSA, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND

ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

#### ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED

#### DURATION

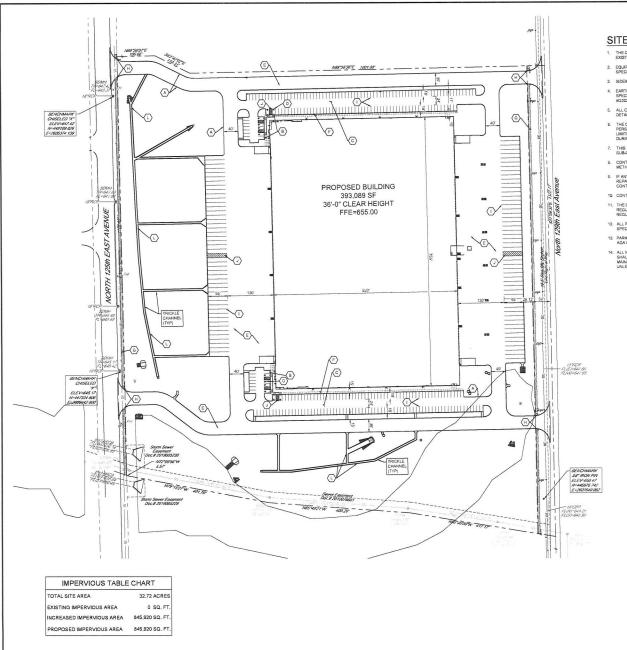
THESE RESTRICTIONS AND COVENANTS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

### AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF TULSA, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY.

#### 4. SEVERABILITY

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



#### SITE PLAN NOTES

- THE CONTRACTOR SHALL CONTACT "OKIE" AT 811 OF 800-522-6543, THREE (3) WORKING DAYS BEFORE BEGINNING AY WORK, SO EXISTING UNDERGROUND UTILITIES CAN BE LOCATED AND MARKED.
- 2. EQUIPMENT AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- 3. SIDEWALK EXPANSION JOINTS SHALL BE PLACED IN ACCORDANCE WITH DETAIL
- EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH STRUCTURAL BUILDING PLANS AND SPECIFICATIONS AND THE DEOTECHNIQUA REPORT FOR THIS PROJECT, REPORT PREPARED BY GFAC ENGINEERING PROJECT #G0222091, DATED AUGUST 103, 2022
- 5. ALL CONSTRUCTION AND METHODS TO BE IN STRICT ACCORDANGE WITH CURRENT CITY OF TULSA STANDARD SPECIFICATIONS AND DETAILS.
- B THE CONTRACTOR SAILS, BESULEY AND COMPLETE Y RESPONSIBLE FOR CONDITIONS OF THE JOB STEIN INCLUDING SMETTY OF ALL PRESONS AND REPORTETY TUSING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY MAN OWN LIL NOT BE LIMITED TO NOTAML WORKING HOURS MAINTAIN ALL BARRICADES, WARRING SIGNS, FASHING LIGHTS AND TRAFFIC CONTROL DEVICES DURING COSTSTICTION, CONTRACTOR SHALL COMPLY WITH ALL SAILS, REQUIATIONS AND SHET Y REQUIREMENTS.
- THIS SET OF CONSTRUCTION DOCUMENTS SHALL BE CONSIDERED AS A WHOLE IN THAT THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS ARE RESPONSIBLE FOR INFORMATION PRESENTED ON ALL SHEETS OF THIS SET OF DRAWINGS.
- B. CONTRACTOR IS TO BE RESPONSIBLE FOR OBTAINING ANY REQUIRED STATE OR LCCAL PERMITS. CONSTRUCTION MEANS AND METHODS SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
- IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAR ANDOR REPLACE THE EXISTING STRUCTURE. AS RECESSARY. TO RETURN IT TO THE EXISTING CONDITION OR RETTER. CONTRACTOR SHALL REPARK AND RESTORE ANY AREAS DAMAGED DURING CONSTRUCTION AT HIS OWN EXPORT.
- 10. CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL MEASURES PER THE EROSION CONTROL PLAN (CE101).
- 11. THE CONTRACTOR SHALL PERFORM THE WORK ACCORDING TO ALL CITY, COUNTY, STATE AND FEDERAL SAFETY AND HEALTH REGULATIONS. IN PARTICULAR THE "TRENCHING" AND "OPEN EXCAVATION" OPERATIONS SHALL COMPLY WITH ALL CURRENT O.S.H.A. REGULATIONS REQUIRED FOR RECOVERABLE COMPLY WITH ALL CURRENT O.S.H.A.
- ALL PAVEMENT MARKING OF STRIPES TO BE 4" WIDE, WHITE AND APPLIED IN TWO COATS, UNLESS OTHERWISE NOTED, RE SPECIFICATIONS.
- 13. PARKING LOT STRIPING AND REQUIRED ADA ACCESSIBLE AISLES SHOWN ON PLAN SHALL BE MARKED IN ACCORDANCE WITH CURRENT ADA GUIDELINES.
- 14. ALL NOW SIDEWLYS, IF, ANY NOT ADMENT TO THE SIDEWLY SERVE BY THE CHARLY AMPRIAM OF TOUR IS THE THESE. SESSIONALS
  MAINTAIN AN EQUAL SPACIAL WHITE THE ADMENDAGE AS ONE OF TWO PROSECULT THANDSHEE CONTRIBETURES. THE ADMENDAGE CONTRIBETURES AND ADMINISTRESS AND ADMINISTRESS AND ADMINISTRESS AND ADMINISTRESS AND ADMINISTRESS AND ADMINISTRATIONAL WAS ADMINISTRATIONAL

#### ADA NOTES

- ANY REQUEST BY THE GOVERNING AUTHORITY OR INSPECTIOR TO A TER AD COMPLIANCE.

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  FINANCISMOST AUTHORIZATION AND AND AND THE SECRETARIANCE
  MUST TOLLOW THE "REQUEST FOR INFORMATION" (FIF) PROCESS IN ACQUIRENCE THE
  APPROVAL OF CHANGES TO AN REALITATION FIRST PROCESS IN ACQUIRENCE THE

  APPROVAL OF CHANGES TO AN REALITATION FIRST PROCESS IN ACQUIRENCE THE
- ALL NEW SIDEWALKS OR ADA PATHS (SIDEWALKS TO BE REMOVED & REPLACED OR STRIPED ADA PATHS; SHALL NOT EXCEED 2% CROSS SLOPE & SH RUNNING SLOPE. FOR SIDEWALKS CONTAINED WITHIN THE PUBLIC RW AND WHEN ADJACENT STREET GRADES EXCEED 5%; THEN SIDEWALK RUNNING SLOPES MAY MATCH STREET GRADES.
- 1/8" MAXIMUM DEPTH TO TOP OF SEALANT AND 1/8" MAXIMUM PROTRUSION TO TOP OF SEALANT ALONG ADA ACCESS ROUTES.
- 4. PRIVATE PROPERTY RAMPS SHALL HAVE THE FACE OF THE CURB TRANSITIONS PAINTED YELLOW.
- 5. ALL ADA PARKING AREAS SHALL BE 2% MAXIMUM IN ALL DIRECTIONS.

#### **PAVING NOTES**

- TRAFFIC CONTROL MEASURES SHALL BE IN-ACCORDANCE WITH CITY OF TULSA AND THE LATEST VERSION OF THE MUTCO.
- 2. PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND ANY NEW PAVEMENT
- CONTRACTOR SHALL PROVIDE AND INSTALL 4 INCH PVC SLEEVES FOR FUTURE UTILITY
  CROSSINGS UNDER NEW PAVEMENT. THE LOCATION AND NUMBER OF CONDUITS SHALL
  APPEAR ON THE SITE UTILITY PLAN. VERIFY CONDUIT LOCATIONS WITH ALL UTILITY COMPANIES,
  AGENCIES OR ENGINEER SUPPLYING FUTURE SERVICES.
- 4. ALL TRENCH BACKFILL FOR OPEN CUT PAVEMENT AREAS SHALL BE BACKFILLED FULL DEPTH WITH AGGREGATE BASE MATERIAL AND COMPACTED IN 8 INCH LIFTS TO 85% STANDARD PROCTOR DENSITY TO THE BOTTOM OF SURFACE PAVEMENT.

#### PRO IECT INFORMATION

SITE AREA		
	±32.72 ±1,425,483	ACRES SQ FT
BUILDING AREA		
	392	.278 SF
PARKING SUMMARY		
RATIO REQUIRED	SPACES	SPACES
0.18/1,000 SF WAREHOUSE +	125	286
2.8/1000 SF FUTURE OFFICE	SPACES	
HANDICAP REQUIRED	REQ'D	PROVE
[2 HC VAN	ACCESSIBL	.E) 12
TOTAL LANDSCAPE AREA = 579,563 SF RATIO = 40.65%		
RATIO = 40.65% ZONING CLASSIFICATION		SE TUBE
RATIO = 40.65%	CITY	OF TULSA

SITE PLAN KEY NOTES		
A	CONSTRUCT CURB AND GUTTER	
B	CONCRETE WHEEL STOP	
(C)	PARKING LOT ASPHALT PAVEMENT	
0	PAINTED ADA SYMBOL	
E	PROPOSED CONCRETE PAVEMENT	
F	CONCRETE SIDEWALK	
(G)	CONCRETE SIDEWALK PER CITY STANDARDS REFER TO IDP PLANS	
H	ADA RAMP PER CITY STANDARDS REFER TO IDP PLANS	
	4" SOLID WHITE PARKING LINE	
$\bigcirc$	PAINTED CROSSWALK, 4" SOLID WHITE LINE 2' APART @ 45"	
K	ADA RAMP REFER TO DETAIL SHEET	
	CONCRETE TRICKLE CHANNEL.	
W	LANDSCAPE AREA,	

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

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



SCALE: T = 80'

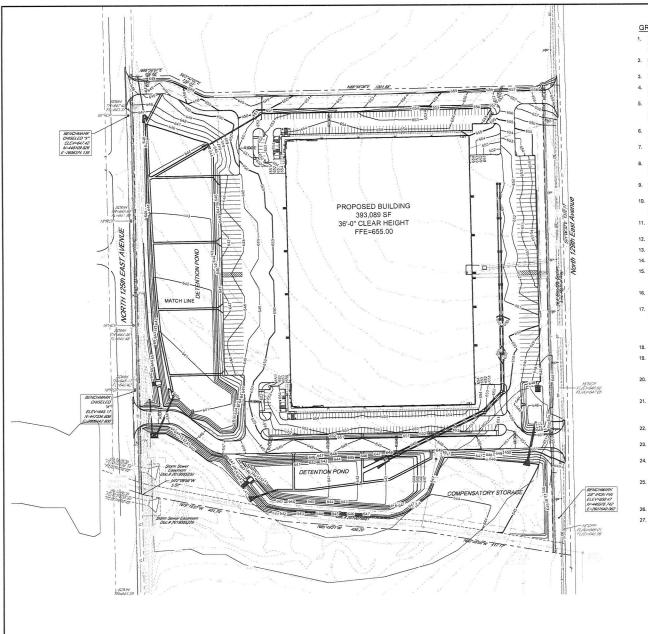


route 66 engineering



SPEC WAREHOUSE TULSA, OKLAHOMA SITE PLAN OVERALL

CS101



#### **GRADING PLAN NOTES:**

- THE CONTRACTOR SHALL CONTACT "OKIE" AT 811 OR 800-522-6543, ONE CALL SERVICE, THREE (3)
  WORKING DAYS BEFORE BEGINNING ANY WORK, SO EXISTING UNDERGROUND UTILITIES MAY BE
  LOCATED AND MARKET.
- EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH STRUCTURAL BUILDING PLANS AND SPECIFICATIONS.
- 3. THE MAXIMUM CROSS SLOPE ON ANY SIDEWALK OR RAMP SHALL BE TWO PERCENT.
- 4. EQUIPMENT AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- UNLESS OTHERWISE SHOWN, NEW PAVING SHALL BE CONSTRUCTED TO ALLOW FOR POSITIVE DRAINAGE TO CATCH BASIN, CURB, GUTTER, AND OTHER RUNOFF COLLECTION DEVICES. NEW PAVEWENT SLOPE SHALL BE MINIMUM 505W FOR CONCRETE AND 15% FOR ASPHALT UNLESS OTHERWISE INDICATED OR DIRECTED BY THE ARCHITECTIENGINEER.
- ALL DISTURBED AREAS THAT ARE NOT TO BE PAVED SHALL BE SODDED UNLESS NOTED OTHERWISE. ENSURE ALL DISTURBED AREAS HAVE TOPSOIL TO A DEPTH OF FOUR TO SIX INCHES (4"-6").
- THE CONTRACTOR SHALL KEEP THE SITE CLEAN AT ALL TIMES AND CONTROL DUST RESULTING FROM THE EARTHWORK OPERATIONS, THE CONTRACTOR SHALL NOT TRACK MUD ON THE PUBLIC STREETS.
- NEW CONTOURS DENOTE TOP OF FINISHED PAVING AND GRADED AREA AS INDICATED. ALL
  PROPOSED ELEVATIONS ARE TOP OF CURB, GUTTER OR FINISH GRADE AS INDICATED ON THE PLANS,
  UNLESS NOTED OTHERWISE.
- PUBLIC STORM DRAIN SYSTEMS AND STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH COUNTY/CITY STANDARD DRAWINGS AND SPECIFICATIONS.
- 10. THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES AND SHALL NOT DAMAGE OR DISTURB ANY SERVICE. THE CONTRACTOR SHALL REPAIR, AT CONTRACTOR'S OWN EXPENSE, ANY DAMAGED UTILITIES CAUSED BY CONSTRUCTION OPERATIONS.
- ALL PIPES, SHALL HAVE A MINIMUM COVER OF (1) FEET TO TOP OF PIPE, UNLESS NOTED OTHERWISE. MIN. COVER FOR WATER LINES IS 30°.
- 12. ADJUST ALL VALVE BOXES AND MANHOLE COVERS TO FINISHED GRADE WHEN APPLICABLE.
- 13. IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER.
- 14. MANHOLE LIDS AND SLEEVES IN PAVED AREAS SHALL BE HS-25 TRAFFIC RATED
- 15. IF, AT ANY TIME THE CONTRACTOR FINDS ERROR ANDIOR CONFLICTS IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER FOR CLARIFICATION PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS. ANY DISCREPANCY FOUND SHALL BE DISCUSSED WITH THE ENGINEER OF RECORD PRIOR TO ANY CONSTRUCTION WORK.
- 17. THE LOCATION AND RELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE FLANS IS BASED ON RECORDS OF THE MARBOUS UTILITY COMPANIES AND WHERE POSSIBLE MERSAREMENTS TAKEN IN THE FIELD, THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. TAKEN IN CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 21 HOURS BEFORE ANY EXCANATION TO REQUEST EXACT FIELD LOCATION OF EXISTING UTILITIES ON SITE OR IN RIGHT-OF-WAY. ALL UTILITIES MUST BE LOCATED PRIOR TO GRADING START.
- 18. ALL CUT OR FILL SLOPES SHALL BE A MAX 3:1 SLOPE OR FLATTER UNLESS OTHERWISE NOTED.
- 19. ALL STORM SEWER PIPE CONNECTIONS TO STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT, ALL STORM SEWER STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MOTART INVERT FROM INVERT IN TO INVERT OUT.
- 20. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH THE PAVEMENT AND SHALL HAWE TRAFFIC BEARING RINGS AND COVERS, MANHOLES IN UNPAVED AREAS SHALL BE 3' ABOVE FINISH GRADE, LIDG SHALL BE LABELED 'S TORM SEWER'.
- 21. SITE GRADING SHALL NOT PROCEED UNTIL APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED. THE CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AND OUTLINED NT HE GENERAL MPEES PERMIT AND THE SWPPP FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
- 22. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE FOUR TO SIX INCHES (4"-6") OF TOPSOIL TO FINAL GRADE. REFER TO THE LANDSCAPE PLAN.
- THE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS THROUGHOUT ALL PHASES OF CONSTRUCTION.
- 24. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS.
- 25. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION, IT IS THE CONTRACTORS RESPONSIBILITY TO REPAR ANDIOR REPLACE THE EXISTING STRUCTURE. AS NECESSARY, TO RETURN IT TO THE EXISTING CONDITION OR BETTER. CONTRACTOR SHALL REPAIR AND RESTORE ANY AREAS DAMAGED DURING CONSTRUCTION AS HIS OWN EXPENSE.
- 26. NO HAZARDOUS MATERIALS SHALL BE BROUGHT ON SITE OR GENERATED AT THE SITE.
- 27. FOLLOW ALL RECOMMENDATIONS IN GEOTECHNICAL REPORT BY GFAC ENGINEERING, PLLC DATED AUGUST 30, 2022. IF CONTRACTOR DISCOVERS UNFORESEEN SOIL CONDITIONS PLEASE CONTACT ENGINEER MIMEDIATELY.

THIS DOCUMENT IS PRELIMINARY

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BILLY COX. P.E.
ROUTE 66 ENGINEERING, LLC



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REVISION BY

DOVE RE

route 66 engineering water street, sapulpa, ok 74066

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PLAN

GRADING

OVERALL

SPEC WAREHOUSE
TULSA, OKLAHOMA

DRAMN BY 80
APPV, BY 8C
DATE SB/18/2022

CG101
SHEET

