

NOTICE
GLENPOOL PLANNING COMMISSION
SPECIAL MEETING

A Special Session of the Glenpool Planning Commission will be held at 6:30 p.m. on Monday, February 27th, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The Planning Commission welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are requested to complete one of the forms located on the agenda table and return to the Planning Director "PRIOR TO THE CALL TO ORDER"

AGENDA

- A) Call to Order – Richard Watts, Chairman
- B) Roll Call, declaration of quorum – Rick Malone, Secretary; Richard Watts, Chairman
- C) Scheduled Business
 - 1) Discussion and possible action to approve minutes from February 13th, 2017.
 - 2) Review and possible action to approve, conditionally approve, or disapprove: Conditional Final Plat "Southwest Crossroads Section 2 to allow two commercial lots on 9.12 acres located south and west of the SW/corner of W. 121st Street and S. Waco Ave. zoned CG (Commercial General District)
- D) Adjournment

This notice and agenda was posted at Glenpool City Hall Building, 12205 South Yukon Ave, Glenpool, Oklahoma on 2/23/17, at 3:00 pm.

Signed: Rick Malone
City Planner

MINUTES

GLENPOOL PLANNING COMMISSION

REGULAR MEETING

A Regular Session of the Glenpool Planning Commission was held at 6:30 p.m. on Monday, February 13th, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

Commissioners present:

- ✓ Richard Watts, Chairman
- ✓ Joyce Calvert, Vice-Chairman
- Absent Howard Nelson, Commissioner
- ✓ Shayne Buchanan, Commissioner
- ✓ Debra Cutsor, Commissioner

Staff present:

- ✓ Lynn Burrow, Community Development Director
- ✓ Rick Malone, City Planner
- Absent Lowell Peterson, City Attorney

Also present were:

Alan Adkins, owner of Sundown Marine and John Morgan with Global Sign Solutions representing GBOA#451 on the Board of Adjustment agenda and Jerry Rock and Gene Terronez as joint applicants for a Lot Split GLS-220 and Mr. & Mrs. Ed Rucker to represent their Plat Waiver application on the Planning Commission agenda.

- A) Chairman Watts called the meeting to order at 6:34 p.m.
- B) Rick Malone, secretary called the roll. Chairman Watts declared a quorum present.
- C) Scheduled Business
 - 1) Discussion and possible action to approve minutes from January 9th, 2017.

MOTION: Commissioner Buchanan

SECOND: Vice-Chairman Calvert

To approve minutes as presented.

FOR:

- ✓ Richard Watts, Chairman
- ✓ Joyce Calvert, Vice-Chairman
- Absent Howard Nelson, Commissioner
- ✓ Shayne Buchanan, Commissioner
- ✓ Debra Cutsor, Commissioner

AGAINST:

ABSTAIN:

Motion ☒ **carried** ☐ **failed.**

- 2) Review and possible action to approve, conditionally approve, or disapprove:
GLS#220 Rock: A request to split a 13.7-acre tract located approximately 660 feet east of the northeast corner of 181st Street and 33rd West Ave zoned AG.

Rick Malone, City Planner presented staff report that informed the Planning Commission of the zoning code requirements for Lot Split and the criteria that must be met in order to be considered for approval. The staff recommended approval of Lot Split #220 subject to the TAC and Staff recommendations. Mr. Rock owner of the property spoke on behalf of the application.

MOTION: Vice-Chairman Calvert

SECOND: Commissioner Buchanan

To approve GLS#220 per staff and TAC recommendations.

FOR:

☒ Richard Watts, Chairman
☒ Joyce Calvert, Vice-Chairman
Absent Howard Nelson, Commissioner
☒ Shayne Buchanan, Commissioner
☒ Debra Cutsor, Commissioner

AGAINST:

ABSTAIN:

Motion ☒ **carried** ☐ **failed.**

- 3) Review and possible action to recommend approval, conditional approval or disapproval to the City Council: **Plat Waiver: PW-2017-01** Mr. Rucker's request for a plat waiver on a 140+/- tract located east of the southeast corner of 161st Street and US 75 Highway zoned RE.

Rick Malone, City Planner presented the staff report that informed the Planning Commission of the zoning code requirements for Plat Waiver and the criteria the application must meet in order to be considered for approval. Mr. Rucker owner of the property spoke on behalf of the application.

MOTION: Commissioner Cutsor

SECOND: Commissioner Buchanan

To approve PW-2017-01 per staff and TAC recommendations.

FOR:

✓ Richard Watts, Chairman

✓ Joyce Calvert, Vice-Chairman

Absent Howard Nelson, Commissioner

✓ Shayne Buchanan, Commissioner

✓ Debra Cutsor, Commissioner

AGAINST:

ABSTAIN:

Motion ✓ **carried** _____ **failed.**

D) Adjournment

- Meeting was adjourned at 6:58 p.m.

Signature: Chairman Watts

ATTEST:

Rick Malone, Secretary

TO: THE GLENPOOL PLANNING COMMISSION

FROM: RICK MALONE, CITY PLANNER

RE: STAFF RECOMMENDATION
CONDITIONAL FINAL PLAT REVIEW: "Southwest Crossroads Section 2"

DATE: February 27th, 2017

BACKGROUND:

Muhammad Khan with SMC Consulting Engineers, P.C., representing GlenTapp Development, LLC has submitted a Conditional Final plat for 9.122 acres located south and west of the SW/corner of W. 121st Street and S. Waco Ave.

ZONING:

This property is currently zoned CG (Commercial General) by the Planning Commission and City Council in October of 2006 by Ordinance #562/563 and was platted at Southwest Crossroads Addition in May of 2007. Because of the nature of this development, they platted the property into large lots to be split out later as developed. Lot 2, Block 1 has had its allotment of lot splits per Oklahoma State Statutes, Title 19, § 863.9. which states that property being divided into five or more tracts/parcels or involving the right-of-way or alignment of an existing or proposed street or highway is considered to be a subdivision rather than a lot-split. That's why they are seeking this replat. Previously approved lot splits were: (1) QT Expansion (2) Whataburger (3) Insight Eye Care (4) Commercial strip center on southern end of lot 2, and the remainder of lot 2 equal (5) lots total from the original Lot 2, Block 1.

The lot size and density is consistent with the underlying zoning and surrounding area.

TAC MEETING: 10/28/16

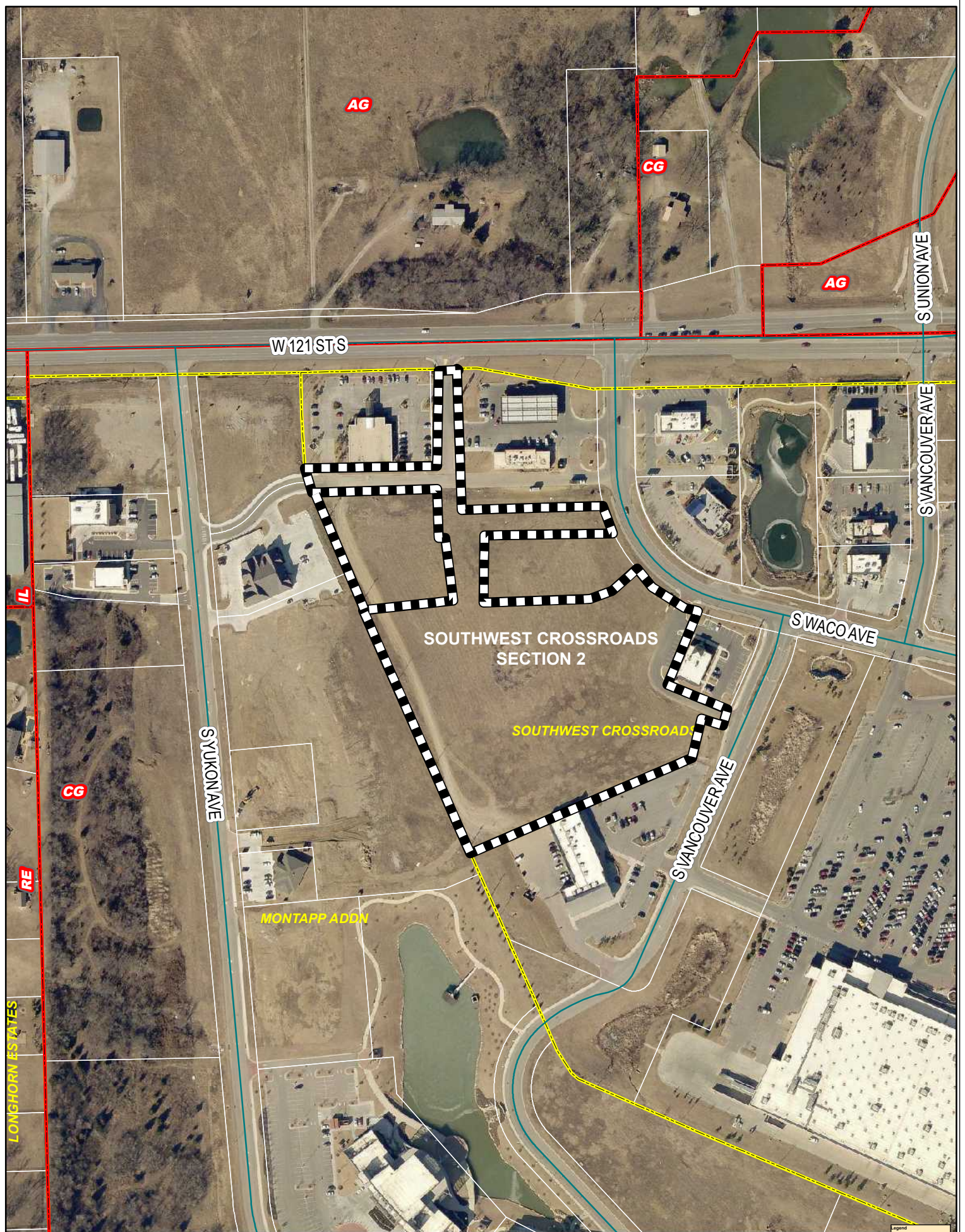
- Hydrology Master Report per original subdivision design.
- Drainage Basin per original subdivision design
- Overhead or buried electric lines, ok per OG&E.
- Additional detention pond not required.
- Earth Change permit application required.
- Site Plan permit application required.
- Fire Chief, Ok with plan regarding circulation & fire protection.
- AT&T: easements ok per plat.
- ONG: easements ok per plat.
- Access to the northern lot by mutual access easement filed with original plat, and by separate instrument 201458797.
- Water and sewer easements and availability ok per plat.
- Planning: According to the Glenpool Subdivision Regulations "**SOUTHWEST CROSSROADS SECTION 2**" meets the requirement for Conditional Final Plat.

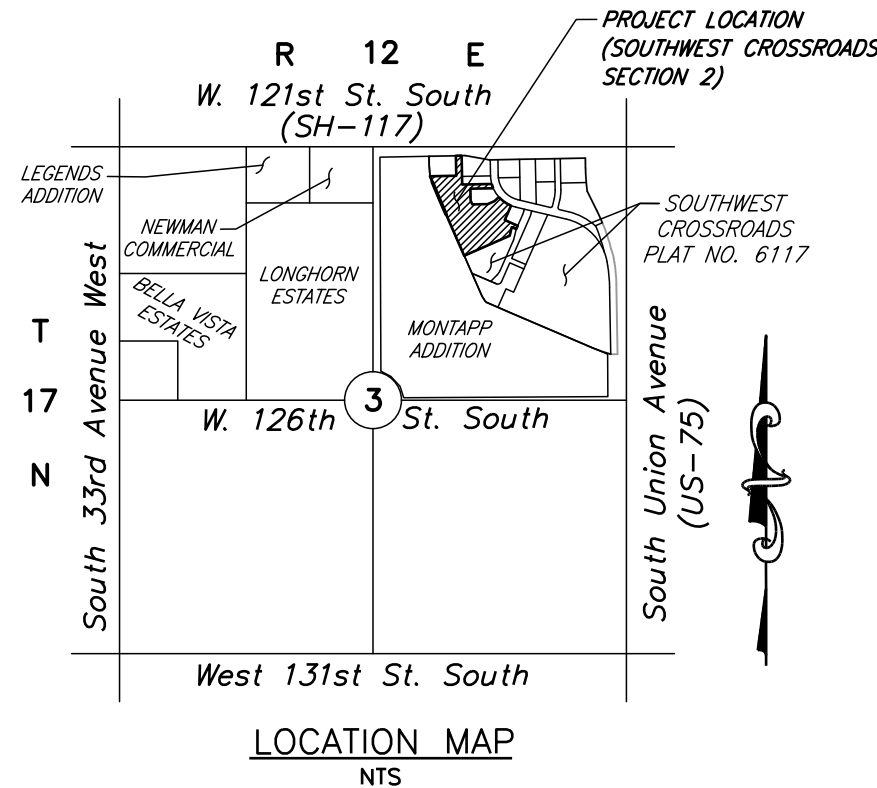
RECOMMENDATION:

Staff recommends approval of the CONDITIONAL FINAL PLAT OF "SOUTHWEST CROSSROADS SECTION 2" subject to the conditions of the Staff and TAC review.

ATTACHMENTS:

1. Case Map
2. 11" X 17" CONDITIONAL FINAL PLAT OF "SOUTHWEST CROSSROADS SECTION 2".





CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117

AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, 1B&M.
TULSA COUNTY, OKLAHOMA

LEGAL DESCRIPTION OF SOUTHWEST CROSSROADS SECTION 2:

A tract of land being a part of Lot 2, Block 1, SOUTHWEST CROSSROADS, an addition to the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded Plat No. 6117, and being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 3, Block 1 of said Southwest Crossroads Addition;

THENCE South 01°15'17" East a distance of 92.45 feet;

THENCE South 03°26'10" East a distance of 115.97 feet to the POINT OF BEGINNING;

THENCE North 88°54'43" East a distance of 274.32 feet;

THENCE North 01°05'17" West a distance of 208.33 feet;

THENCE North 88°54'43" East a distance of 60.00 feet;

THENCE South 01°05'17" East a distance of 300.83 feet;

THENCE North 88°54'43" East a distance of 307.35 feet to a point on a non-tangent curve to left;

THENCE Southeasterly along a curve to the left, having a radius of 340.00 feet (said curve being subtended by a chord bearing South 19°17'29" East a chord distance of 47.38 feet) an arc length of 47.41 feet;

THENCE South 88°54'43" West a distance of 273.31 feet;

THENCE South 01°05'17" East a distance of 123.43 feet;

THENCE South 23°41'58" East a distance of 43.84 feet;

THENCE North 88°54'43" East a distance of 160.00 feet;

THENCE North 66°18'06" East a distance of 76.70 feet;

THENCE North 48°06'14" East a distance of 62.23 feet to a point on a non-tangent curve to left;

THENCE Southeasterly along a curve to the left, having a radius of 340.00 feet (said curve being subtended by a chord bearing South 55°06'37" East a chord distance of 155.45 feet) an arc length of 156.83 feet;

THENCE South 23°44'21" West a distance of 163.47 feet;

THENCE South 66°15'39" East a distance of 147.17 feet;

THENCE South 23°44'21" West a distance of 38.53 feet;

THENCE North 66°15'39" West a distance of 50.00 feet;

THENCE South 23°44'21" West a distance of 4.38 feet;

THENCE South 13°43'17" West a distance of 87.77 feet;

THENCE South 66°19'21" West a distance of 517.11 feet;

THENCE North 23°41'55" West a distance of 319.69 feet;

THENCE North 23°25'40" West a distance of 330.56 feet;

THENCE North 22°47'11" West a distance of 251.10 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 397,389 square feet or 9.1228 acres, more or less.

OWNER'S CERTIFICATE AND
DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, THE UNDERSIGNED, GLENTAPP DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE ANNEXED PLAT OF SOUTHWEST CROSSROADS SECTION 2, AN ADDITION TO THE CITY OF GLENPOOL, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS AND THAT WE HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, EASEMENTS, AND COMMON RESERVED AREAS AS SHOWN ON SAID ANNEXED PLAT.

WE FURTHER CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS OR ENTITIES WHO HAVE ANY RIGHT, TITLE, OR INTEREST TO THE LAND INCLUDED IN THE ABOVE MENTIONED PLAT, AND WE DO HEREBY DEDICATE ALL STREETS, EASEMENTS, AND COMMON RESERVED AREAS AS SHOWN ON SAID ANNEXED PLAT TO THE USE OF THE PUBLIC FOREVER.

WE FURTHER HEREBY AGREE THAT NO TRANSFER OF DEEDS OR BUILDING PERMITS WILL BE TRANSACTED UNTIL ALL STREETS AND UTILITY IMPROVEMENTS HAVE BEEN COMPLETED AND ACCEPTED BY THE CITY OR APPROPRIATE FINANCIAL GUARANTEES AS REQUIRED HAVE BEEN SUBMITTED AND ACCEPTED.

STATE OF OKLAHOMA } SS.
COUNTY OF OKLAHOMA }

GLENTAPP DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____
TITLE: _____

ACKNOWLEDGMENT
STATE OF OKLAHOMA } SS
COUNTY OF OKLAHOMA }

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS _____ DAY OF _____, 2017 DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS THE OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE PLAT OF HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN TESTIMONY WHEREOF I HAVE HEREINTO SET MY HAND AND SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN.

Signed: _____

My Commission Expires: _____

PREPARED FOR:

OWNER:
GLENTAPP DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
450 SOUTH COLTRANE
EDMOND, OKLAHOMA 73034
PH: (405) 752-7522
FAX: (405) 749-9924

SURVEYOR:
DODSON-THOMPSON-MANSFIELD, PLLC
20 N.E. 38th STREET
OKLAHOMA CITY, OK 73105
PH: (405) 601-7402
CA NO. 6391, EXPIRES 6/30/2018

ENGINEER:
SMC CONSULTING ENGINEERS, P.C.
815 WEST MAIN
OKLAHOMA CITY, OK 73106
PH: (405) 232-7715
CA NO. 464, EXPIRES 6/30/2017

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT AS TO ALL REAL ESTATE INVOLVED IN THE PLAT ALL TAXES HAVE BEEN PAID FOR 2016 AS REFLECTED BY THE CURRENT PAYROLL AND THAT THERE ARE NO TAXES DUE FOR PRIOR YEARS, AND SECURITY HAS BEEN PROVIDED FOR 2017 TAXES NOT AS YET CERTIFIED TO ME.

COUNTY TREASURER

CERTIFICATE OF COUNTY CLERK

THIS PLAT HAS BEEN FILED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA, THIS _____ DAY OF _____ 2017. BOOK _____ PAGE _____.

COUNTY CLERK

CITY PLANNING COMMISSION APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON _____

CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON _____

MAYOR OR VICE MAYOR

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON _____

CITY MANAGER

THIS APPROVAL SHALL NOT BE INTERPRETED TO MEAN STREETS, SANITARY SEWERS, STORM DRAINAGE OR OTHER UTILITIES ARE CONSTRUCTED AS SHOWN ON THIS PLAT.

SURVEYOR'S CERTIFICATE

I, RANDALL A. MANSFIELD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, AND THAT THE CONDITIONAL FINAL PLAT OF SOUTHWEST CROSSROADS SECTION 2, A REPLAT OF A PART OF LOT 2, BLOCK 1, SOUTHWEST CROSSROADS, AN ADDITION TO THE CITY OF GLENPOOL, OKLAHOMA, CONSISTING OF THREE (3) SHEETS, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2017, AND THAT MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE II SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

Signed: RANDALL A. MANSFIELD, PROFESSIONAL SURVEYOR 1613

ACKNOWLEDGMENT
STATE OF OKLAHOMA } SS
COUNTY OF OKLAHOMA }

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS _____ DAY OF _____, 2017 PERSONALLY APPEARED RANDALL A. MANSFIELD, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN SET FORTH.
IN TESTIMONY WHEREOF I HAVE HEREINTO SET MY HAND AND SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN.

Signed: _____
Notary Public

My Commission Expires _____

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 1 OF 3

SMC Consulting Engineers, P.C.

815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859
Website: www.smcokc.com

OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. CA 464 EXP 6/30/2017

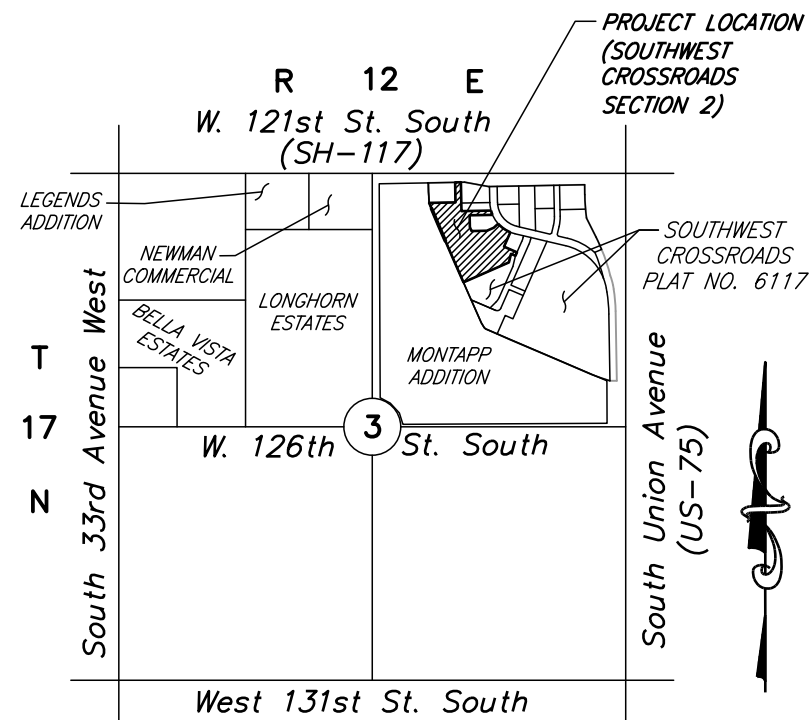
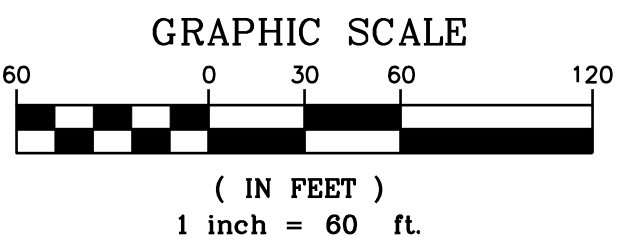
PROJECT NO.: 4621.00 DATE: 02/02/2017

SMC

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117

AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, 1B&M.
TULSA COUNTY, OKLAHOMA

ZONING DATA	
DISTRICT:	CG - COMMERCIAL
MINIMUM YARD REQUIREMENTS	
FRONT:	
ALONG SH-117 (W. 121st STREET SOUTH)	50'
ALONG S. WACO AVE., W. 126th ST. S., YUKON AVE. AND S. VANCOUVER AVE.	25'
SIDE:	0'
REAR:	0'



BENCHMARK - BM 1		BENCHMARK - BM 2	
ELEVATION	681.50	ELEVATION	680.37
MONUMENT	CUT "X"	MONUMENT	CUT "X"
LOCATION	ON TOP OF HEADWALL SOUTHWEST CORNER OF NORTHWEST PROPERTY CORNER	LOCATION	ON CORNER OF SIDEWALK RAMP, NORTH OF NORTHEAST PROPERTY CORNER

BENCHMARK - BM 3	
ELEVATION	683.52
MONUMENT	CUT "X"
LOCATION	ON TOP OF CURB AT WEST P.C. OF NORTHWEST WHATABURGER ENTRANCE

UNLESS OTHERWISE NOTED,
ALL PROPERTY CORNERS ARE EITHER
SET 1/2" I.P. W/CA6391 CAP OR
SET MAG NAIL W/CA6391 TAG

LEGEND	
U/E	UTILITY EASEMENT
SD/E	STORM DRAINAGE EASEMENT
WL/E	WATERLINE EASEMENT
SS/E	SANITARY SEWER EASEMENT
R/W	RIGHT OF WAY
LNA	LIMITS OF NO ACCESS
---	PLAT BOUNDARY; PLAT LOT LINE
---	MUTUAL ACCESS EASEMENT
---	UTILITY EASEMENT
---	EXISTING LOT LINE
---	EXISTING EASEMENTS (SS/E, SD/E, U/E)
---	EXISTING MUTUAL ACCESS EASEMENT

**SOUTHWEST CROSSROADS SECTION 2
LOT SUMMARY TABLE**

BLOCK 1, LOT 1	7.4412 ACRES
BLOCK 1, LOT 2	1.6816 ACRES

Line Table		
Line #	Direction	Length
L1	S 23°41'55" E	27.69'

Curve Table					
Curve #	Radius	Length	Delta	Tangent	Chord Length
C1	85.00'	22.90'	15°26'08"	11.52'	S 32°26'48" E 22.83'
C2	65.00'	18.68'	16°27'39"	9.40'	S 31°55'52" E 18.61'
C3	95.00'	27.29'	16°27'39"	13.74'	S 31°55'52" E 27.20'

PREPARED FOR:

OWNER:
GLENAPP DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
450 SOUTH COLTRANE
EDMOND, OKLAHOMA 73034
PH: (405) 752-7522
FAX: (405) 749-9924

SURVEYOR:
DODSON-THOMPSON-MANSFIELD, PLLC
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Website: www.smcock.com

OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. CA 464 EXP 6/30/2017

PROJECT NO.: 4621.00 DATE: 02/02/2017

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 2 OF 3

SMC

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
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IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, 1B&M.
TULSA COUNTY, OKLAHOMA

DEED OF DEDICATION

SECTION I. EASEMENTS, UTILITIES AND SITE PLAN APPROVAL

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "1/E" OR "UTILITY EASEMENT" ON THE ACCOMPANYING PLAT (THE "PLAT") OF SOUTHWEST CROSSROADS SECTION 2 ADDITION (THE "SUBDIVISION") 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, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, UPON, OVER, UNDER, ACROSS AND ALONG SUCH "UTILITY EASEMENTS" TOGETHER 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 OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING UPON, OVER, UNDER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSES OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH OWNER OF A LOT LOCATED WITHIN THE SUBDIVISION (INDIVIDUALLY A "LOT" AND COLLECTIVELY THE "LOTS") AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED FRANCHISED UTILITY SERVICES, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND UTILITY SERVICES

1. THROUGHOUT THE SUBDIVISION, STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING FRANCHISED ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE UTILITY EASEMENT DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHT-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 SUCH UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICES LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURES 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 SERVICES SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERPETUAL AND EFFECTIVE UNDERGROUND RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR GAS SERVICE LINE EXTENDING FROM THE SERVICE PEDESTAL, GAS MAIN, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF FRANCHISED ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE ACCOMPANYING PLAT AND TO UNDERGROUND RIGHT-OF-WAY EASEMENTS 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 SERVICES.

4. THE RECORD OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND UTILITY FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE RECORD OWNER OF A LOT SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES LOCATED ON THEIR LOT CAUSED OR NECESSITATED BY ACTS OF SUCH RECORD OWNER OR THEIR AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE FRANCHISED SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND BY ACCEPTANCE OF THE DEED THEREFOR, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

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 ACCOMPANYING PLAT AND TO UNDERGROUND RIGHT-OF-WAY EASEMENTS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSES OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICES.

2. THE RECORD OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR 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 SUCH FACILITIES, BUT THE RECORD OWNER OF A LOT SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH RECORD OWNER, OR THEIR AGENTS OR CONTRACTOR.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE, AND BY ACCEPTANCE OF THE DEED THEREFOR, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND THEREBY.

D. WATER MAIN, SANITARY SEWERS, AND STORM SEWERS

1. THE RECORD OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THOSE PORTIONS OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS IN THIS SUBDIVISION LOCATED UPON SUCH RECORD OWNER'S LOT.

2. WITHIN THE UTILITY EASEMENT AREAS, STORM SEWER EASEMENT AREAS AND SANITARY SEWER EASEMENT AREAS AS 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 WOULD, IN THE JUDGMENT OF THE CITY OF GLENPOOL, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER, BUT THE RECORD OWNER OF A LOT SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES LOCATED ON THEIR LOT CAUSED OR NECESSITATED BY ACTS OF SUCH RECORD OWNER, OR THEIR AGENTS OR CONTRACTORS.

4. THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENT AREAS, STORM SEWER EASEMENT AREAS OR SANITARY SEWER EASEMENT AREAS AS DEPICTED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS, AND BY ACCEPTANCE OF THE DEED THEREFOR, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATIONS AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF THE DEED THEREFOR, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE RECORD OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, REPAIRS OR MAINTENANCE OF WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS, STORM SEWER EASEMENTS AND SANITARY SEWER EASEMENT AREAS AS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF GLENPOOL, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICES SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO STATE HIGHWAY 117 WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF GLENPOOL, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUES AND LAWS OF THE STATE OF OKLAHOMA. THE LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL.

H. STORM WATER DETENTION EASEMENT (RESERVE AREAS 1, 2 AND 3)

1. FOR THE COMMON USE AND BENEFIT OF THE RECORD OWNERS OF LOTS AND FOR THE BENEFIT OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER HAS CONSTRUCTED THE DETENTION AND DRAINAGE FACILITIES WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3, AS DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION, WHICH ARE NECESSARY TO MEET CITY OF GLENPOOL, OKLAHOMA, DETENTION AND DRAINAGE REQUIREMENTS APPLICABLE TO SAID LOTS. RESERVE AREAS 1, 2 AND 3 WILL BE MAINTAINED BY A RESPONSIBLE PARTY WHO WILL INITIALLY BE THE OWNER/DEVELOPER (THE "RESPONSIBLE PARTY") IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS DEED OF DEDICATION AND THE EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND AGREEMENT AND THE JUNIOR DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND AGREEMENT (COLLECTIVELY THE "ECR", BK____, PG_____) HAS BEEN FILED OF RECORD IN THE REAL ESTATE RECORDS OF TULSA COUNTY, OKLAHOMA.

2. THE DETENTION AND DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF GLENPOOL, OKLAHOMA, AND SPECIFICATIONS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN, UPON, ACROSS OR UNDER DRAINAGE RESERVE AREAS 1, 2 AND 3, NOR SHALL THERE BE ANY ALTERATION OF GRADES OR CONTOURS IN SUCH DRAINAGE RESERVE AREAS 1, 2 AND 3 UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA, PROVIDED HOWEVER THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAN TWO AND ONE-HALF (2-1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA.

4. THE STORM WATER DETENTION AND DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE MAINTAINED, REPAIRED OR REPLACED, AS NECESSARY, BY THE RESPONSIBLE PARTY, AS PROVIDED FOR HEREIN AND IN THE ECR, IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE STORM WATER DETENTION AREAS AND DRAINAGE FACILITIES SHALL BE KEPT FREE OF OBSTRUCTION AND DEBRIS,
- THE STORM WATER DETENTION AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING FOUR (4) WEEKS,
- CONCRETE APPURTENANCES LOCATED WITHIN OR SERVING DRAINAGE RESERVE AREAS 1, 2 AND 3, IF ANY, SHALL BE MAINTAINED IN GOOD WORKING CONDITIONS; AND
- TRICKLE CHANNELS, IF ANY, LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE CLEANED OF SILTATION AND VEGETATION AT LEAST TWICE YEARLY.

THE MAINTENANCE, REPAIR AND REPLACEMENT SHALL BE PERFORMED BY THE RESPONSIBLE PARTY AS PROVIDED FOR HEREIN AND IN THE ECR (BK____, PG_____) (THE OWNER OF LOT (1), BLOCK (1), NOT BEING A RESPONSIBLE PARTY), AND THE COST THEREOF ATTRIBUTABLE TO DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE ASSESSED TO THE RECORD OWNERS OF LOTS EXCLUSIVE OF THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1) (AS SUCH LOT IS IDENTIFIED ON THE PLAT) IN ACCORDANCE WITH THE TERMS OF THIS DEED OF DEDICATION AND THE ECR.

5. IN THE EVENT OF THE FAILURE OF THE RESPONSIBLE PARTY TO PROPERLY MAINTAIN, REPAIR OR REPLACE THE STORM WATER DETENTION AND/OR DRAINAGE FACILITIES SITUATED IN DRAINAGE RESERVE AREAS 1, 2 AND 3, IN ACCORDANCE WITH THE TERMS OF THIS DEED OF DEDICATION OR THE ECR OR, IN THE EVENT OF THE PLACEMENT OF A PERMANENT OBSTRUCTION WITHIN SAID DRAINAGE RESERVE AREAS 1, 2 AND 3, OR THE PERMANENT ALTERATION OF THE GRADE OR CONTOUR THEREOF, THE CITY OF GLENPOOL, OKLAHOMA OR ITS DESIGNATED CONTRACTOR, MAY NOTIFY THE RESPONSIBLE PARTY IN WRITING OF SUCH ISSUE INVOLVING DRAINAGE RESERVE AREAS 1, 2 AND 3 AND IF THE RESPONSIBLE PARTY DOES NOT REMEDY SUCH ISSUE OR COMMENCE TO REMEDY SUCH ISSUE WITHIN THIRTY (30) DAYS FROM THE DATE THE RESPONSIBLE PARTY RECEIVES NOTICE FROM THE CITY OF GLENPOOL, THEN THE CITY OF GLENPOOL, OKLAHOMA OR ITS REPRESENTATIVE MAY ENTER DRAINAGE RESERVE AREAS 1, 2, AND 3 AND PERFORM MAINTENANCE, REPAIRS OR REPLACEMENTS NECESSARY TO ACHIEVE THE DRAINAGE AND DETENTION FUNCTIONS INTENDED BY THE APPROVED PLANS AND SPECIFICATIONS THEREFOR, AND REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATIONS OF GRADE OR CONTOURS, AND THE COST THEREOF SHALL BE ALLOCATED TO AND PAID BY THE RESPONSIBLE PARTY WHICH MAY COLLECT SUCH COSTS FROM THE RECORD OWNERS OF LOTS WITHIN THE SUBDIVISION, EXCLUDING THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1), ON A PRO RATA BASIS BASED ON THE SQUARE FOOTAGE OF THE LAND COMPRISING EACH LOT AS COMPARED TO THE TOTAL SQUARE FOOTAGE OF ALL OF THE LOTS SITUATED IN THE SUBDIVISION, EXCLUDING LOT ONE (1), BLOCK ONE (1), AS MORE FULLY DESCRIBED IN THE ECR. IN THE EVENT, THE RESPONSIBLE PARTY, EXCLUDING LOT ONE (1), BLOCK ONE (1), FAILS TO PAY THE COST OF SUCH MAINTENANCE, REPAIRS OR REPLACEMENT, REMOVAL OF OBSTRUCTION OR CORRECTION OR ALTERATION OF GRADE OR CONTOURS PERFORMED BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SUCH ACTIVITIES AND RECEIPT OF A STATEMENT OF THE COSTS THEREFOR, THE CITY OF GLENPOOL OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COST, AND THEREAFTER THE COST SHALL BE A LIEN AGAINST THE DRAINAGE RESERVE AREAS 1, 2 AND 3 AND THE RESPONSIBLE PARTY OTHER THAN LOT ONE (1), BLOCK ONE (1). A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA IN ACCORDANCE WITH APPLICABLE LAWS.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL FURTHER BE ENFORCEABLE AS PROVIDED IN THE ECR, BY THE RECORD OWNERS OF LOTS OF THIS SUBDIVISION AND BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREFOR, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

I. MUTUAL ACCESS EASEMENTS WITHIN SOUTHWEST CROSSROADS SUBDIVISION

1. MUTUAL ACCESS EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AND DESIGNATED AS "M.A.E." ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING NON-EXCLUSIVE VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO, FROM AND BETWEEN THE LOTS WITHIN THE SUBDIVISION ADJOINING SUCH MUTUAL ACCESS EASEMENTS AND ALL STREETS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, AND SUCH EASEMENT SHALL BE FOR THE MUTUAL USE AND BENEFIT OF THE RECORD OWNERS OF EACH AFFECTED LOT, THEIR GRANTEEES, SUCCESSORS, ASSIGNS, TENANTS, GUESTS AND INVITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT, PROVIDED, HOWEVER, GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH MUTUAL ACCESS EASEMENTS AS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

2. THE RECORD OWNER OF EACH LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL MAINTAIN, REPAIR AND REPLACE, AS NECESSARY, THE DRIVEWAY, AISLE, WALKWAY, CURB CUTS AND OTHER IMPROVEMENTS LOCATED WITHIN THAT AREA OF THEIR LOT DEPICTED ON THE ACCOMPANYING PLAT AS AN "M.A.E." IN GOOD CONDITION.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN, UPON, OVER OR ACROSS THAT PORTION OF A LOT DEPICTED ON THE ACCOMPANYING PLAT AS AN "M.A.E." THAT WOULD INTERFERE WITH THE FREE FLOW OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS UPON, OVER AND ACROSS SUCH "M.A.E." AREA.

4. IN THE EVENT THE RECORD OWNER OF A LOT SHOULD FAIL TO PROPERLY MAINTAIN, REPAIR AND/OR REPLACE, AS NECESSARY, THE DRIVEWAY, AISLE, WALKWAY, CURB CUTS AND OTHER IMPROVEMENTS LOCATED WITHIN THE "M.A.E." SITUATED ON THEIR LOT IN GOOD CONDITION OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SAID "M.A.E." AREAS, THE RESPONSIBLE PARTY AS DEFINED ABOVE MAY AS PROVIDED FOR HEREIN AND IN THE ECR ENTER SAID "M.A.E." AREA ON SUCH RECORD OWNER'S LOT AND PERFORM SUCH MAINTENANCE, REPAIR AND REPLACEMENT, AS NECESSARY, OR REMOVE SUCH OBSTRUCTION AND THE COSTS OF THEREOF SHALL BE ASSESSED TO SUCH RECORD OWNER.

5. IN THE EVENT THE RECORD OWNER OF A LOT FAILS TO PAY ITS ASSESSMENT FOR THE COSTS OF SUCH MAINTENANCE, REPAIR OR REPLACEMENT OR REMOVAL OF SUCH OBSTRUCTION RELATED TO AN "M.A.E." WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SUCH ACTIVITIES AND RECEIPT OF A STATEMENT FOR SUCH ASSESSMENTS, SUCH ASSESSMENT TOGETHER WITH INTEREST THEREON, COSTS, AND REASONABLE ATTORNEY FEES FOR THE COLLECTION THEREOF SHALL BE A CONTINUING LIEN ON SUCH RECORD OWNER'S LOT AND THE PERSONAL OBLIGATION OF THE RECORD OWNER OF SUCH LOT AT THE TIME OF SUCH ASSESSMENT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED IN ACCORDANCE WITH APPLICABLE LAWS.

6. THE COVENANTS SET FORTH IN THIS SECTION I. SHALL BE ENFORCEABLE AS PROVIDED FOR HEREIN AND BY THE RECORD OWNER OF ANY LOT WITHIN THE SUBDIVISION, AND BY ACCEPTANCE OF THE DEED THEREFOR, THE RECORD OWNER OF THE LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

THE COVENANTS SET FORTH IN THIS SECTION I. SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA AND BY ACCEPTANCE OF A DEED THEREFOR, THE RECORD OWNER OF A LOT, OR ANY PORTION THEREOF, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

J. STORM SEWER EASEMENT

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "SD/E" OR "STORM SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTION, MAINTAINING, OPERATION, REPAIRING, REPLACING, AND/OR REMOVING STORM SEWERS, TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, AND OTHER APPURTENANCES THERETO TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT.

K. SITE PLAN APPROVAL

PRIOR TO ISSUANCE OF A BUILDING OR OCCUPANCY PERMIT FOR ANY LOT(S) WITHIN THE SUBDIVISION, A SITE PLAN MUST BE SUBMITTED TO AND APPROVED BY THE CITY OF GLENPOOL IN ACCORDANCE WITH THE CITY OF GLENPOOL ZONING CODE. ALL PROPOSED BUILDINGS AND IMPROVEMENTS UPON AN APPROVED SITE PLAN SHALL CONFORM TO CITY OF GLENPOOL ZONING CODE REQUIREMENTS UNLESS OTHERWISE PROVIDED FOR BY THE CITY OF GLENPOOL, WHICH MAY INCLUDE INSTALLATION OF FIRE SUPPRESSION FACILITIES OR ADDITIONAL BUILDING OR ZONING CODE COMPLIANCE REQUIREMENTS AS DEEMED NECESSARY BY THE CITY OF GLENPOOL. THE SITE PLAN MUST ALSO DEPICT THE LOCATION OF MUTUAL ACCESS EASEMENTS, IF ANY, TO BE GRANTED.

SECTION II. ECR

REFER THE ECR (BK____, PG_____) FILED IN THE REAL ESTATE RECORDS OF TULSA COUNTY, OKLAHOMA, WHICH CONTAINS A NUMBER OF RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND PROVISIONS INCLUDING THOSE DEALING WITH RESERVE AREAS 1, 2 AND 3 AND CONTAINS A NUMBER OF PROVISIONS SEPARATE AND APART FROM THE EASEMENTS, RESTRICTIONS AND CONDITIONS CONTAINED WITHIN THIS DEED OF DEDICATION FOR THE SUBDIVISION AND SHALL BE ENFORCEABLE ONLY AS PROVIDED FOR IN THE ECR.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND PROVISIONS INCLUDING THOSE DEALING WITH RESERVE AREAS 1, 2 AND 3 ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL ADDITIONALLY INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA. THE COVENANTS CONTAINED IN THE ECR SHALL INURE ONLY TO THE BENEFIT OF THE RECORD OWNERS OF LOTS WITHIN SOUTHWEST CROSSROADS ADDITION AND THE OWNER/DEVELOPER AND THOSE PARTIES SPECIFIED IN THE ECR.

B. DURATION

THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, AS SET FORTH IN THIS DEED OF DEDICATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND 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 EARLIER TERMINATED OR AMENDED, IN WHOLE OR IN PART, AS HEREINAFTER PROVIDED. IF NOT TERMINATED PRIOR TO THE END OF SAID THIRTY (30) YEARS PERIOD, THESE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, AS MAY HAVE BEEN AMENDED AS PROVIDED HEREIN, SHALL AUTOMATICALLY RENEW ON THE ANNIVERSARY DATE OF SUCH THIRTY (30) YEARS PERIOD FOR SUCCESSIVE TEN (10) YEAR PERIODS UNLESS EARLIER TERMINATED OR AMENDED, IN WHOLE OR IN PART, AS PROVIDED HEREIN.

C. AMENDMENT

SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER MAY WITH THE WRITTEN CONSENT OF THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1), BUT WITHOUT JOINDER OR CONSENT OF ANY OTHER PERSON, AMEND, ADD TO, MODIFY IN ANY MANNER OR TERMINATE, IN WHOLE OR IN PART, ANY OF THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS SET FORTH IN SECTION I.H., I.L, AND SECTION IIL.C., AT ANY TIME WHILE OWNER/DEVELOPER RETAINS THE RECORD OWNERSHIP OF ANY LOT OR DRAINAGE RESERVE AREA DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION. AFTER SUCH TIME THAT THE OWNER/DEVELOPER NO LONGER IS THE RECORD OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION, AND SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA, THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, OR ANY PORTION THEREOF, WITHIN SECTION I.H., I.L, AND SECTION IIL.C, MAY BE AMENDED, ADDED TO, OR MODIFIED IN ANY MANNER OR TERMINATED, IN WHOLE OR IN PART, AT ANY TIME BY THE WRITTEN CONSENT OF SEVENTY-FIVE (75%) PERCENT OF ALL PARTIES THEN CONSTITUTING THE CURRENT RECORD OWNERS OF THE LOTS DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION AND IN ALL EVENTS, THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1). THE PROVISIONS OF ANY INSTRUMENT AMENDING, ADDING TO, MODIFYING IN ANY MANNER OR TERMINATING THE TERMS, CONDITIONS, COVENANTS, AND RESTRICTIONS OR ANY PORTIONS THEREOF, SHALL BE EFFECTIVE FROM AND AFTER THE DATE SUCH INSTRUMENT IS RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK.

D. SEVERABILITY

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

E. COMPLIANCE AND NON-DISTURBANCE

ALL PARTIES TO THIS DEED OF DEDICATION SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. FURTHERMORE, THE USERS OF ANY EASEMENTS SHALL USE REASONABLE EFFORTS TO AVOID DISRUPTING THE OPERATIONS OF THE BUSINESSES BUILT WITHIN THE SUBDIVISION OR DISTURBING CUSTOMERS SHOPPING IN THE SUBDIVISION.

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CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 3 OF 3