

**NOTICE**  
**GLENPOOL PLANNING**  
**COMMISSION REGULAR MEETING**

A Regular Session of the Glenpool Planning Commission will be held at 6:30 p.m. on Monday, August 14, 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 June 12, 2017.
  - 2) Discussion and possible action to adopt Resolution No. 17009, whereby the Planning Commission affirms its annual review and endorsement of the Code of Ethics, all as required by Section 20 Thereof. (Lowell Peterson, City Attorney)
  - 3) Review and possible action to recommend to the City Council approval, conditional approval, or disapproval of case GZ-261. A request to change the zoning classification from AG to RS-4 of 12 acres located west of the northwest corner of 141<sup>st</sup> Street and Elwood Ave, Glenpool, Oklahoma.
  - 4) Review and possible action to recommend to the City Council approval, conditional approval, or disapproval of: PUD 37 to allow a supplemental zoning district of PUD to allow 31 residential lots on 12 acres located west of the northwest corner of 141<sup>st</sup> Street and Elwood Ave, Glenpool, Oklahoma.
  - 5) Review and possible action to recommend to the City Council approval, conditional approval, or disapproval of case GZ-262. A request to change the zoning classification from AG to RE of 62 acres and from AG to CS of 13 acres located approximately 1/3 mile west of the northwest corner of 151<sup>st</sup> Street/ (Hwy 67) and Peoria Ave, Glenpool, Oklahoma.
  - 6) Review and possible action to approve the Preliminary Plat of ELM POINTE" covering a 10.76-acre tract located at the northwest corner of 141<sup>st</sup> St. and S. Peoria Ave.
  - 7) Review and possible action to approve Lot Split Application #GLS-221: A Lot Combination application covering two single family lots located at the northwest corner of 134<sup>th</sup> St. and S. Maple St.

**8)** Review and possible action to approve Site Plan Application #SP-2017-03: First Baptist Church requesting review of a site plan covering 4 blocks of the Glenpool Original Plat located at the northeast corner of 146<sup>th</sup> St. and Broadway St

D) Adjournment

This notice and agenda was posted at Glenpool City Hall Building, 12205 South Yukon Ave, Glenpool, Oklahoma on \_\_\_\_\_, at \_\_\_\_\_ pm.

Signed: \_\_\_\_\_  
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, June 12, 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
- Howard Nelson, Commissioner
- Shayne Buchanan, Commissioner
- Debra Cutsor, Commissioner

Staff present:

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

Also present were:

BOB LEMONS, RYAN MCCARTHY, JOHN LINDSAY, ERIC SACK, MARY HUCKABEE, MONA SMITH,  
ALAN WOODCOCK

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- A) Chairman Watts called the meeting to order at 6:42 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 May 8, 2017.**

**MOTION:** COMMISSIONER BUCHANAN

**SECOND:** COMMISSIONER CUTSOR

**TO:** APPROVE THE MINUTES AS WRITTEN

**FOR:**

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

**AGAINST:**

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**ABSTAIN:**

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**Motion:**   x   carried    failed

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- 2) Review and possible action to approve, conditionally approve, or disapprove: SP-2017-02 (Jiffy Lube/Car Wash) Alan Taylor with Wallace Engineering is**

**requesting review and approval of a site plan covering a 1.7-acre tract located south and east of the southeast corner of 121<sup>st</sup> Street (Hwy 117) and Yukon Ave. Zoned CG (Commercial General)**

Staff introduced the case and Carolyn Back with Wallace Engineering spoke on behalf of the applicant.

**MOTION:** COMMISSIONER CUTSOR

**SECOND:** COMMISSIONER CALVERT

**TO:** APPROVE SP-2017-02 AS SUBMITTED PER STAFF AND TAC RECOMMENDATIONS.

**FOR:**

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

**AGAINST:**

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**ABSTAIN:**

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**Motion:**  carried failed

3) **Review and possible action to recommend to the City Council approval, conditional approval, or disapproval of case GZ-260. A request to change the zoning classification from RS-3 and AG to RS-4 of 67+ acres and rezone 2.85 acres from AG to CS located east of the northeast corner of 151<sup>st</sup> Street (Hwy 67) and Elwood Ave, Glenpool, Oklahoma.**

Staff introduced the case and Mr. McCarthy described the positive aspects of this request, Mona Smith, Assistant Superintendent with the Glenpool Public Schools who indicated this development would over-burden the Glenpool school system and provided information from the Office of Educational Quality and Accountability, John Lindsay, abutting property owner spoke about the negative impact of the proposed development, Mary Huckabee, attorney for Mr. Lindsay spoke about the impact of this development on the health, safety, morals and general welfare on the community. Mr. Eric Sack, PE. spoke about the possible negative effects of traffic safety and storm water runoff and erosions this development was approved. Mary Huckabee also submitted a petition with 55 signatures citing density, flooding, poor quality, Glenpool's future and timing of this development. An outline of the talking points from John Lindsay, Mary Huckabee and Eric Sack was submitted as well. Mr. Woodcock spoke about the negative aspects of the project and maintenance of Mansfield Lane subdivision which is owned by the applicant. Several surrounding property owners spoke about their lack of support for this project.

**MOTION:** COMMISSIONER CUTSOR

**SECOND:** COMMISSIONER BUCHANAN

**TO:** APPROVE GZ-260

**FOR:**

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

**AGAINST:**

CHAIRMAN WATTS, VICE CHAIRMAN CALVERT

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**ABSTAIN:**

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**Motion:**  carried  failed

4) **Review and possible action to recommend to the City Council approval, conditional approval, or disapproval of: PUD 36 to allow a supplemental zoning district of PUD to allow 243 residential lots on 67+ acres and 2.85 acres of commercial uses located east of the northeast corner of 151<sup>st</sup> Street (US 67 Hwy) and Elwood Ave, Glenpool, Oklahoma.**

**MOTION:** \_\_\_\_\_

**SECOND:** \_\_\_\_\_

**TO:** SINCE GZ-260 WAS NOT APPROVED, THE PUD IS MOOT.

**FOR:**

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

**AGAINST:**

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**ABSTAIN:**

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**Motion:**  carried  failed

5) **Review and possible action to recommend to the City Council approval, conditional approval, or disapproval of case GZ-261. A request to change the zoning classification from AG to RS-4 of 12 acres located west of the northwest corner of 141<sup>st</sup> Street and Elwood Ave, Glenpool, Oklahoma.**

Staff introduced the case and Mr. Cross, attorney for the applicant spoke concerning the attributes of the application. Several of the surrounding property owners voiced concerns about drainage issues, traffic circulation, opening Ironwood Ave to a cul-de-sac.

**MOTION:** COMMISSIONER BUCHANAN

**SECOND:** CHAIRMAN WATTS

**TO:** CONTINUE THIS APPLICATION TO THE NEXT MEETING IN ORDER FOR THE APPLICANT TO PROVIDE SUBDIVISION COVENANTS.

**FOR:**

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

**AGAINST:**

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**ABSTAIN:**

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**Motion:**  carried  failed

6) **Review and possible action to recommend to the City Council approval, conditional approval, or disapproval of: PUD 37 to allow a supplemental zoning district of PUD to allow 31 residential lots on 12 acres located west of the northwest corner of 141<sup>st</sup> Street and Elwood Ave, Glenpool, Oklahoma.**  
Staff introduced the case and Mr. Cross, attorney for the applicant spoke concerning the attributes of the application. Several of the surrounding property owners voiced concerns about drainage issues, traffic circulation, opening Ironwood Ave to a cul-de-sac.

**MOTION:** COMMISSIONER BUCHANAN

**SECOND:** CHAIRMAN WATTS

**TO:** CONTINUE THIS APPLICATION TO THE NEXT MEETING IN ORDER FOR THE APPLICANT TO PROVIDE SUBDIVISION COVENANTS.

**FOR:**

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

**AGAINST:**

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**ABSTAIN:**

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**Motion:**  carried  failed

7) **Review and possible action to recommend to the City Council approval, conditional approval, or disapproval of: to amend Comprehensive Plan, Zoning and Subdivision Regulations amendment and adoption schedule.**

Staff recommended approval of the amendment to the adoption schedule.

**MOTION:** CHAIRMAN WATTS

**SECOND:** COMMISSIONER CALVERT

**TO:** RECOMMEND APPROVAL TO AMEND THE COMPREHENSIVE PLAN, ZONING AND SUBDIVISION REGULATIONS AMENDMENT AND ADOPTION SCHEDULE.

**FOR:**

- Richard Watts, Chairman

Joyce Calvert, Vice-Chairman  
 Howard Nelson, Commissioner  
 Shayne Buchanan, Commissioner  
 Debra Cutsor, Commissioner

**AGAINST:**

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**ABSTAIN:**

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**Motion:**  **carried**  **failed**

**D) ADJOURNMENT**

- Meeting was adjourned at 9:37 p.m.

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Signature: Chairman Watts

ATTEST:

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Rick Malone, Secretary



## STAFF REPORT

To: PLANNING COMMISSION/BOARD OF ADJUSTMENT  
From: Lowell Peterson, City Attorney  
Date: June 19, 2017  
Subject: Annual Endorsement of the City's Code of Ethics

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### Background:

The City Council adopted the current iteration of the Code of Ethics as the Code of Ethics and Policy Statement for Members of the City Council and the City's boards and commissions by Resolution No. 13-05-01 on May 13, 2013. Section 20 of the Code of Ethics provides that members of the City Council, Planning Commission, Board of Adjustment and any other boards or commissions of the City shall annually review and endorse the Code of Ethics by resolution. The City Council may also consider its own and recommendations from boards and commissions for amending and updating the Code of Ethics as the Council deems necessary and appropriate.

### Staff Recommendation:

Staff recommends that the Council approve and adopt Resolution No. 17009, Annual City Council Resolution Of Endorsement Of Restated Code Of Ethics And Policy Statement For Elected And Appointed Officials And Directing Endorsement By All Boards, Commissions And Agencies Of The City Of Glenpool, Pursuant To Section 20 Thereof,

### Attachments:

Resolution No. 17009, Annual City Council Resolution Of Endorsement Of Restated Code Of Ethics And Policy Statement For Elected And Appointed Officials And Directing Endorsement By All Boards, Commissions And Agencies Of The City Of Glenpool, Pursuant To Section 20 Thereof.

Resolution No. 13-05-01, A Resolution Amending Section 14 Of The Code Of Ethics And Policy Statement For Elected And Appointed Officials Of The City Of Glenpool, As Adopted By Resolution No. 11-09-02, Dated September 19, 2011, And As Amended By Resolution No. 12-03-01, Dated March 19, 2012, And Adopting A Restated Code Of Ethics And Policy Statement

**RESOLUTION NO. 17009**

**ANNUAL CITY COUNCIL RESOLUTION OF ENDORSEMENT  
OF RESTATED CODE OF ETHICS AND POLICY STATEMENT  
FOR ELECTED AND APPOINTED OFFICIALS, AND  
DIRECTING ENDORSEMENT BY ALL BOARDS,  
COMMISSIONS AND AGENCIES OF THE CITY OF  
GLENPOOL, PURSUANT TO SECTION 20 THEREOF**

**WHEREAS**, Section 20 of the Restated Code of Ethics and Policy Statement for Elected and Appointed Officials (“Code of Ethics), “Implementation,” requires members of the City Council, sitting as Councilors and as members of the Board of Trustees for the City’s various public trust authorities, to review and endorse the Code of Ethics by signature on an annual basis; and

**WHEREAS**, Section 20 of the Code of Ethics, “Implementation,” requires the City Council to direct members of the Planning Commission and Board of Adjustment, as well any other administrative bodies of the City, to review and endorse the Code of Ethics by signature on an annual basis.

**IT IS THEREFORE RESOLVED BY THE CITY COUNCIL THAT:**

Section 1.

Each member, in their respective capacities identified below, shall sign the following endorsement below affirming that they have had the opportunity to review the foregoing Restated Code of Ethics and Policy Statement for Elected and Appointed Officials for the City of Glenpool, as required annually, and they reaffirm that they have read, understand and agree to comply with the Restated Code of Ethics and Policy Statement for Elected and Appointed Officials for the City of Glenpool.

I have read, I understand and I agree to comply with the Restated Code of Ethics and Policy Statement for Elected and Appointed Officials for the City of Glenpool.

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Hon. Timothy Lee Fox, Mayor  
Chair of the Glenpool Utility Service Authority,  
Glenpool Industrial Authority and Glenpool  
Cemetery Trust

Date

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Hon. Momodou Ceesay, Vice-Mayor  
Vice-Chair of the Glenpool Utility Service

Date

Authority, Glenpool Industrial Authority and  
Glenpool Cemetery Trust

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Councilor Brandon Kearns,  
Member of the Glenpool Utility Service  
Authority, Glenpool Industrial Authority and  
Glenpool Cemetery Trust

Date

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Councilor Trish Agee  
Member of the Glenpool Utility Service  
Authority, Glenpool Industrial Authority and  
Glenpool Cemetery Trust

Date

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Councilor Jacqueline Triplett-Lund  
Member of the Glenpool Utility Service  
Authority, Glenpool Industrial Authority and  
Glenpool Cemetery Trust

Date

Section 2. Members of City boards and commissions, to include without limitation the Planning Commission and Board of Adjustment, shall be provided the Restated Code of Ethics and Policy Statement for Elected and Appointed Officials for the City of Glenpool and requested to affirm the same by the following endorsement.

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Hon. Richard Watts  
Chair of the Glenpool Planning Commission  
and the Glenpool Board of Adjustment

Date

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Hon. Joyce Calvert  
Vice-Chair of the Glenpool Planning Commission  
and the Glenpool Board of Adjustment

Date

Shayne Buchanan  
Member of the Glenpool Planning Commission  
and the Glenpool Board of Adjustment

Date

Howard Nelson  
Member of the Glenpool Planning Commission  
and the Glenpool Board of Adjustment

Date

Debra Cutsor  
Member of the Glenpool Planning Commission  
and the Glenpool Board of Adjustment

Date

The foregoing Resolution No. 17009, Annual City Council Resolution Of Endorsement Of Restated Code Of Ethics And Policy Statement For Elected And Appointed Officials And Directing Endorsement By All Boards, Commissions And Agencies Of The City Of Glenpool, Pursuant To Section 20 Thereof, is hereby adopted by the City Council of Glenpool on this 19<sup>th</sup> day of June 2017.

**CITY COUNCIL**

Hon. Timothy Lee Fox, Mayor

Date

ATTEST:

Susan White, City Clerk

Date

Approved as to Form and Substance:

Lowell Peterson, City Attorney

Date

**RESOLUTION NO. 13-05-01**

**A RESOLUTION AMENDING SECTION 14 OF THE CODE OF ETHICS AND POLICY STATEMENT FOR ELECTED AND APPOINTED OFFICIALS OF THE CITY OF GLENPOOL, AS ADOPTED BY RESOLUTION NO. 11-09-02, DATED SEPTEMBER 19, 2011, AND AS AMENDED BY RESOLUTION NO. 12-03-01, DATED MARCH 19, 2012, AND ADOPTING A RESTATED CODE OF ETHICS AND POLICY STATEMENT**

**WHEREAS**, the Glenpool City Council established a Code of Ethics and Policy Statement for Members of the City Council and the City's boards and commissions by adoption of Resolution No. 11-09-02 on September 19, 2011;

**WHEREAS**, the Glenpool City Council amended Section 5 of the Code of Ethics by adoption of Resolution No. 12-03-01 on March 19, 2012; and,

**WHEREAS**, the Glenpool City Council now desires to amend Section 14 for the purpose of providing that the City shall pay costs incurred by Council Members when attending the statutorily mandated Institute for Municipal Officials and such other training and seminar opportunities as they may deem appropriate.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA THAT:**

The City Council of the City of Glenpool, Oklahoma hereby adopts a Restated Code of Ethics and Policy Statement for Elected and Appointed Officials of the City of Glenpool, as follows:

**POLICY PURPOSE**

The Glenpool City Council has adopted this Code of Ethics and Policy Statement for members of the City Council and the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation.

**POLICY STATEMENT**

**Preamble**

Residents and businesses of Glenpool are entitled to have fair, ethical and accountable local government which has earned the public's full confidence for integrity. In keeping with the City of Glenpool's commitment to the effective functioning of democratic government, this Policy therefore requires that:

- Public officials comply fully and faithfully with all laws and policies affecting the operations of government;
- Public officials be independent, impartial and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Glenpool and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Glenpool City Council, boards and commissions.
2. **Comply with the Law.** Members shall comply with the laws of the nation, the State of Oklahoma and the City of Glenpool in the performance of their public duties. These laws include, but are not limited to: the United States and Oklahoma constitutions; the Glenpool City Code of Ordinances; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, open processes of government, and, in particular, Title 11, Article X of the Oklahoma Statutes pertaining to the powers and duties of the Council in the Council – Manager form of government.
3. **Conduct of Members.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public.
4. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council and boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.
5. **Conduct of Public Meetings.** Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings. This includes a prohibition against text messaging or otherwise conducting private conversations outside the hearing of the public. It further includes a prohibition against all use of cellular telephones by Members of the Council during any public meeting except with respect to emergency situations, as determined by each Member acting in good faith.
6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
7. **Communication.** Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions and which they may have received from sources outside of the public decision-making process.
8. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or

personal relationship which may give the appearance of a conflict of interest. In accordance with the law and as pertinent to matters under consideration, members shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist. Because such conflicts inevitably arise at some point, when these issues exist, it is imperative that members mitigate those issues properly.

- 9. Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office, that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
- 10. Confidential Information.** Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial or other private interests.
- 11. Use of Public Resources.** Members of the City Council, although not members of boards or commissions, shall each be entitled to a single drawer file cabinet to be selected and located by the City Manager in a way that facilitates their service to the public. Assignment and use of such cabinets shall be on a strictly equal basis among all Council members. No Council member shall be provided an office at City Hall or any other City facility, nor will any Council member be issued key(s) to City Hall or any other City facility. Members shall not use public resources that are not equally available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.
- 12. Open Record Issues.** It is imperative for all Council, board and commission members to maintain a conscientious awareness that *ALL* written communications coming into their possession or control, regardless of the medium and subject to only limited exceptions, are public records and subject to the Open Records Act if they pertain to: (i) the transaction of public business; (ii) the expenditure of public funds, or (iii) the administering of public property. Technology allows written words to be distributed wide and far. All written notes, text messages and e-mail messages must be treated as potentially public communications, which also means maintaining and/or disclosing them in accordance with applicable law.
- 13. Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards or commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
- 14. Expenses.** All non-recurring expenses for which one or more Council, board or commission member(s) expects direct payment by the City and/or to be reimbursed by the City for any or all related costs, must be approved by the Council, board or commission, *before* such non-recurring expense is incurred. *Provided that*, the Council has and does hereby ratify its endorsement that the City shall, without further Council action needed, undertake the payment of all costs incurred by members of the City Council to attend the Institute for Municipal Officials mandated by 11 O.S. § 8-114, and such other training and seminar opportunities as they deem appropriate for the purpose of advancing their knowledge and skills in the performance of their official duties, to

include registration, travel, meals and overnight accommodations (if more than 50 miles from Glenpool, but only within the State of Oklahoma, and any session concludes later than 4:30 p.m.).

- 15. Advocacy.** Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Glenpool, nor will they allow the inference that they do.
- 16. Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Glenpool city government as outlined by Title 11, Article X of the Oklahoma Statutes. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except for the purpose of limited verbal inquiry, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions. In particular, it is expressly prohibited for Council members to: (i) participate in any manner in internal personnel decisions of any kind; and (ii) direct the functions or duties of staff members who are subordinate to the City Manager in daily administrative matters. (This does not limit the right of Council, board or commission members to consult with the City Attorney regarding the legal propriety of any action taken or contemplated.) In general members will strive to conduct all communications through the City Manager unless such inquiry will require less than one hour's response on the part of the employee. Requests or inquiries requiring more than one hour will be placed on the agenda for Council, board or commission consideration. All inquiries from members directly to staff should be communicated in writing if possible, and employees will be expected to respond to the entire Council when answering.
- 17. Independence of Boards and Commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to influence unduly the deliberations or outcomes of board and commission proceedings. If a Council, board or commission member does have legitimate reason to appear before another of these agencies, the member must clearly state whether her/his statement reflects personal opinion or the official position of the Council, board or commission of which such person is a member.
- 18. Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees and shall in no way create the perception of inappropriate direction to staff.
- 19. Contact with Media.** In most cases, members are encouraged to give no comment to media and refer members of media to City staff who are responsible for the matter under consideration. When giving a statement is necessary or appropriate, it is imperative to remember that the promise any statement is "off the record" is only as good as the memory or character of the reporter. Words and expressions must be chosen with great care to avoid misunderstandings or misconstructions.
- 20. Implementation.** As an expression of the standards of conduct for members expected by the City, the Glenpool Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, ethical standards shall be included in the regular orientation for candidates for City Council, applicants to

board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood this City of Glenpool Code of Ethics and Policy Statement. In addition, the Code of Ethics shall be annually reviewed and endorsed by the City Council and boards and commissions, and the City Council shall consider recommendations from boards and commissions and update it as necessary.

**21. Compliance and Enforcement.** The Glenpool Code of Ethics expresses standards of ethical conduct expected for members of the Glenpool City Council, boards and commissions. Members themselves have the primary responsibility to enforce compliance with these ethical standards and thereby help to ensure that they are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of boards and commissions and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention. The second in line, when the Mayor's or a chair's actions come into question, would assume the duty of intervening. The City Council may impose various sanctions on members whose conduct does not comply with the City's ethical standards, such as reprimand, formal censure, loss of seniority or committee assignment.

And it is further resolved that, in connection with the foregoing reinstatement, the Code of Ethics and Policy Statement does and shall read as set forth above until such time as the same is further amended or repealed.

**ADOPTED and APPROVED** by the Council of the City of Glenpool, this 13<sup>th</sup> day of May 2013.

**THE CITY OF GLENPOOL, OKLAHOMA**

/s/

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Momodou Ceesay, Mayor

**ATTEST:**

/s/

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Susan Clerk, City Clerk

[SEAL]

**APPROVED AS TO FORM:**

/s/

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Lowell Peterson, City Attorney

TO: Glenpool Planning Commission

FROM: Rick Malone, City Planner

DATE: August 14, 2017

RE: GZ-261/PUD 37 Request by Nathan Cross for the applicant The Jenkins Companies for approval of a Zone Change from AG (Agriculture District) to RS-4 (Residential single-family highest density district) and Planned Unit Development (PUD) Number 37 Zoning District designation for Single Family Residential Uses on the following described Property:

The Southeast Quarter of the Southeast Quarter (SE/4 SE/4), LESS AND EXCEPT the following described parcel, to wit: BEGINNING at the Southeast corner of the Southeast Quarter (SE/4); THENCE North 1320 feet; THENCE West 500 feet; THENCE South 785 feet; THENCE West 36 feet; THENCE North 166.46 feet; THENCE West 411 feet; THENCE South 700 feet; THENCE West 50 feet; THENCE North 700 feet; THENCE West 320.25 feet; THENCE South 700 feet; THENCE East 1320.1 feet; to the POINT OF BEGINNING; all in Section One (1), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof.

General Location: West of the Northwest corner of 141<sup>st</sup> Street and Elwood Ave.

#### STAFF EXHIBITS

1. Staff Report
2. Case Map
3. Development Text
4. Development Map
5. Declaration of Covenants, Conditions and Restriction

#### INTRODUCTION

The subject property is designated Low Intensity Residential to allow Low Intensity-Residential Land Uses by the Glenpool Comprehensive Plan. The property is currently zoned AG (Agriculture). The applicant is requesting an RS-4/Planned Unit Development Number 37 Zoning District for the development of "The Pines" a planned community to be comprised of single family residential uses are found to be in accordance with the Low Intensity Plan Category.

A Planned Unit Development is designed to permit flexibility that will encourage a more creative approach in the residential development of land and will result in a more efficient use of open area, while maintaining density and area coverage permitted in the general zoning district or districts in which the project is located.

Planned Unit Development 37 is comprised of 12 acres and will allow for a maximum development of 31 single-family residential lots. The development is designed within a master planned development under a single homeowners association.

The surrounding property is developed as noted below:

- North of the subject tract is vacant and zoned AG.
- East of the subject property is zoned AG and contains Solid Rock Baptist Church.
- South of the subject tract is Beale Estates which contains 5.17 acres, 34 residential lots with an average of 32.5' lot width zoned RM-2 and CG.
- West of the subject tract contains Green Acres Addition containing 10 acres and 40 residential lots and 2 commercial lots, the average residential lot is 45'; Brentwood Addition containing 30 acres and 116 lots with an average lot width of 66 feet.
- 

### **CRITERIA AND FINDINGS**

A PUD is permitted on any tract or tracts located within a residential district or districts. In every instance, the PUD is to be reviewed as to the proposed location and character of the uses and the unified treatment of the development of the tract. The regulations of the general zoning district remain applicable except as specifically modified pursuant to the provision of the Glenpool Zoning Code.

The review of the proposed PUD shall determine that the proposal is consistent with the Comprehensive Plan, Harmonizes with the existing and expected development of surrounding areas, is a unified treatment of the development possibilities of the project site and is consistent with the stated purposes and standards of Chapter 11, Planned Unit Development of the Glenpool Zoning Code.

- "The Pines" will be developed to the standards of the RS-4 Zoning District.
- Lot widths shall be established at 65 feet or greater. This should also accompany a statement that the lot widths should substantially conform to the submitted conceptual master plan.
- The front building lines will be established at 25 feet except that lots with an exterior side yard facing a street may be established at 15 feet.
- Rear Yard setback of 20 feet.
- Lot Area 7,800sf, Land Area 8,400sf.
- Rear yard setbacks are established at 20 feet in depth.
- Side yard setbacks are set as five (5) feet on one side and 10 feet on the other providing for a minimum separation of 15 feet between dwelling units.
- The maximum height for structures within the development is consistent with the zoning code to a maximum height of 35 feet.
- "The Pines" will be established with a minimum living space of at least 1,600 square feet.
- Two entry signs at 141<sup>st</sup> Entry allowed.

In recognition of the potential for phasing of "The Pines", the entrance on 141<sup>st</sup> Street is required to be complete before any building permits may be issued to eliminate construction traffic from using the streets from adjacent subdivisions in accordance with City of Glenpool policies and standards may be implemented in future phases.

In consistency with other new developments in the City of Glenpool, structural requirements and restrictions will be imposed. The highlights of these requirements are:

1. No exposed stem walls.
2. All roofs must have a minimum roof pitch of 6/12 and roof materials shall be Heritage II or comparable compositions shingles of equal or better quality, and shall be of such color scheme approved by the Declarant prior to installation.
3. Masonry. All dwellings shall have at least fifty percent (100%) of the remaining exterior walls (up to the first floor plate line) thereof comprised of brick, stone or masonry siding.
4. No detached accessory structure will be allowed on any lot within The Pines.
5. No building fence or wall shall be erected unless approved by the developments Architectural Committee.
6. The front elevation of all residential lots and side elevation of any corner residential lot must be professionally landscaped and all yard areas are to be sodded upon completion of the residence.
7. Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door. Carports shall not be permitted
8. Patio Roof. All patio roofs shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence.
9. Driveways. All driveways into a Lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width.
10. Mailboxes. All mailboxes shall be of a uniform structure and color and shall be constructed in accordance with a written plan/diagram and specifications to be approved by Declarant prior to construction.
11. Heating and Air Conditioning Requirements. All residences in The Pines shall be constructed with central heat and air systems. No portable, window or wall- type heating or air conditioning units shall be permitted.
12. Individual subdivisions within "The Pines" master plan development will require mandatory participation in a The Pines Homeowners Association. The Homeowners Association will be responsible for maintenance and upkeep of all reserve areas within the development.
13. The Pines development includes various amenities to include a playground area, jungle gym and swings, walking trails and a large open recreational area with a soccer field that will double as open space as well. These amenities are to be utilized and maintained by the Homeowners Association.
14. The development is designed with a landscape entry along 141<sup>st</sup> Street South. This plan includes a 25 foot wide Reserve Area for a walking trail and plantings of evergreen screenings along the perimeter. The landscape area will be separated from the residential development with the construction of a screening fence that will include some masonry products.
15. The PUD conditions are to be made a part of the Declaration of Covenants, Conditions and Restriction for The Pines subdivision plat.

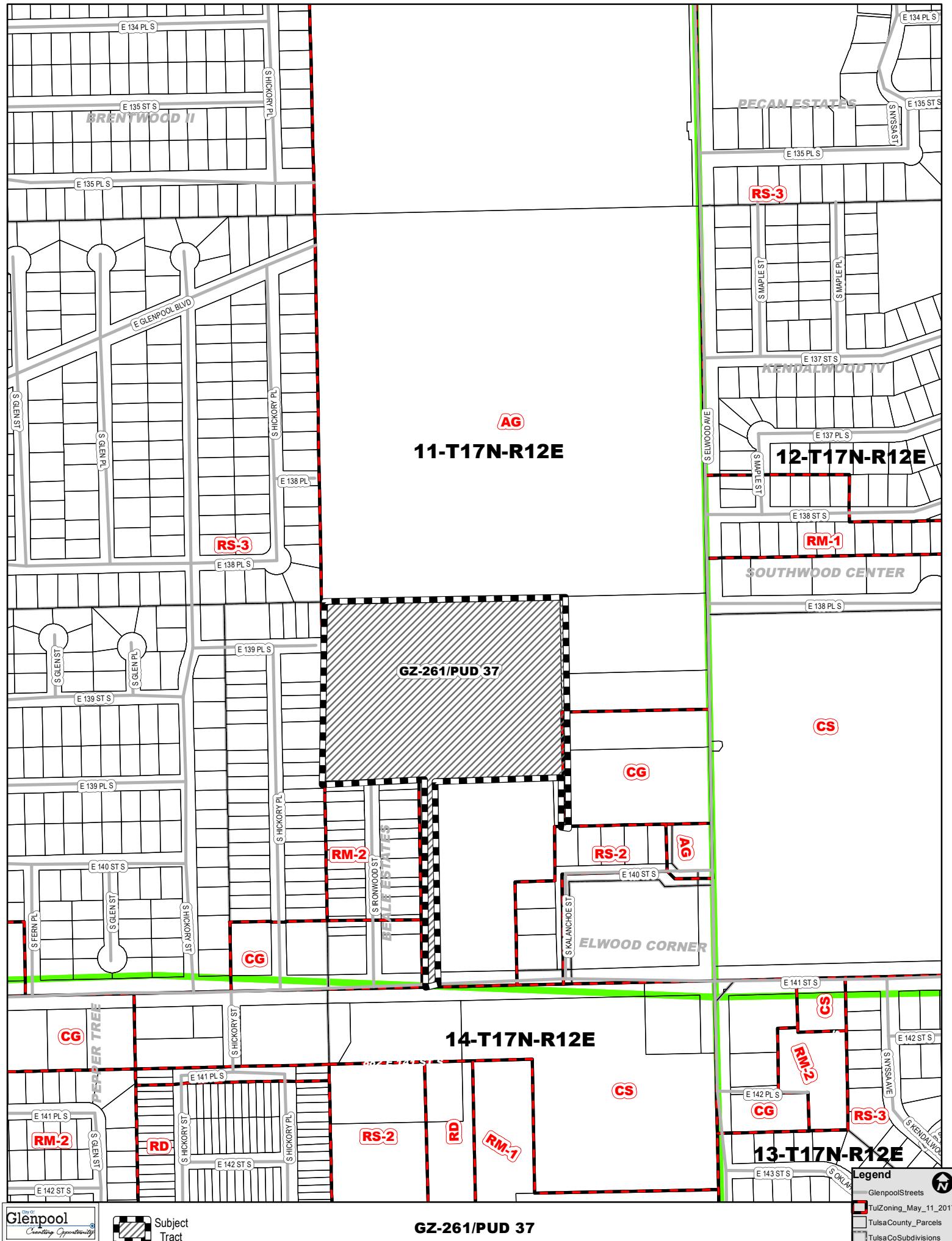
The proposed Planned Unit Development is consistent with the standards of the City of Glenpool Comprehensive Plan and Zoning Code. Conditions to the approval of "The Pines Addition will be consistent with this PUD and will be required during the review of the Preliminary/Conditional Final Plat and consistent with the Sketch Plat that accompanied the request for Planned Unit Development Number 37.

<u>Subdivision:</u>	<u>Developed:</u>	<u>Zoning:</u>	<u>Acres:</u>	<u>Lots:</u>	<u>Per Acre:</u>	<u>Width:</u>	<u>SF:</u>	<u>% Brick:</u>	<u>Landscaping:</u>
Max Zoning Densities Allowed Per Zoning Code:		RS-3	1		4.01	75'			
		RS-4	1		5.19	65'			
The Pines	Pending	RS-4 (Proposed)	48.8	169	3.46	65	1,600	50%	Street
Glenn Abbey Blks 1-6	2007	RS-3	26.21	83	3.17	65'	1,500	90%	Street
Glenn Abbey Blks 7-13	2014	RS-4/PUD	28.07	91	3.24	65	1,500	90%	Street
Kendalwood IV	1984	RS-3	74.68	304	4.07	65'	None	None	None
Kendalwood III Amd	1981	RS-3	44.9	194	4.32	65'	None	None	None

### **RECOMMENDATION**

Staff is supportive and recommends approval of request GZ-261 to change the zoning from an AG (Agriculture District), to RS-4 (Residential single-family highest density district) and Planned Unit Development (PUD) Number 37 Zoning District designation. The proposed development is consistent with the requirements of Chapter 9 of the Glenpool Zoning Code, the Glenpool Comprehensive Plan, and harmonizes with the existing and expected development of the surrounding areas as per the Text and Exhibits submitted by the applicant or revised by the Planning Commission during their review.





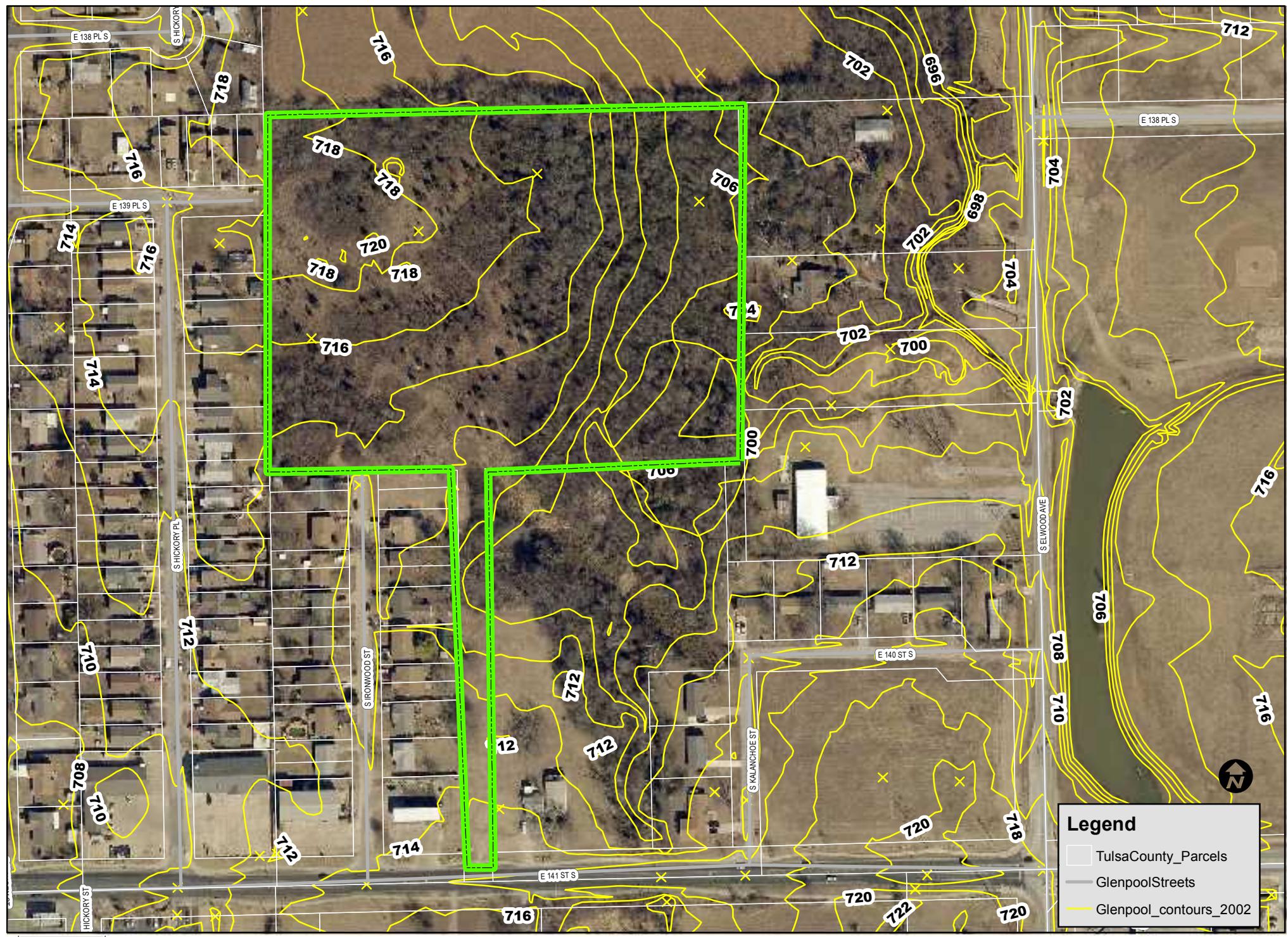
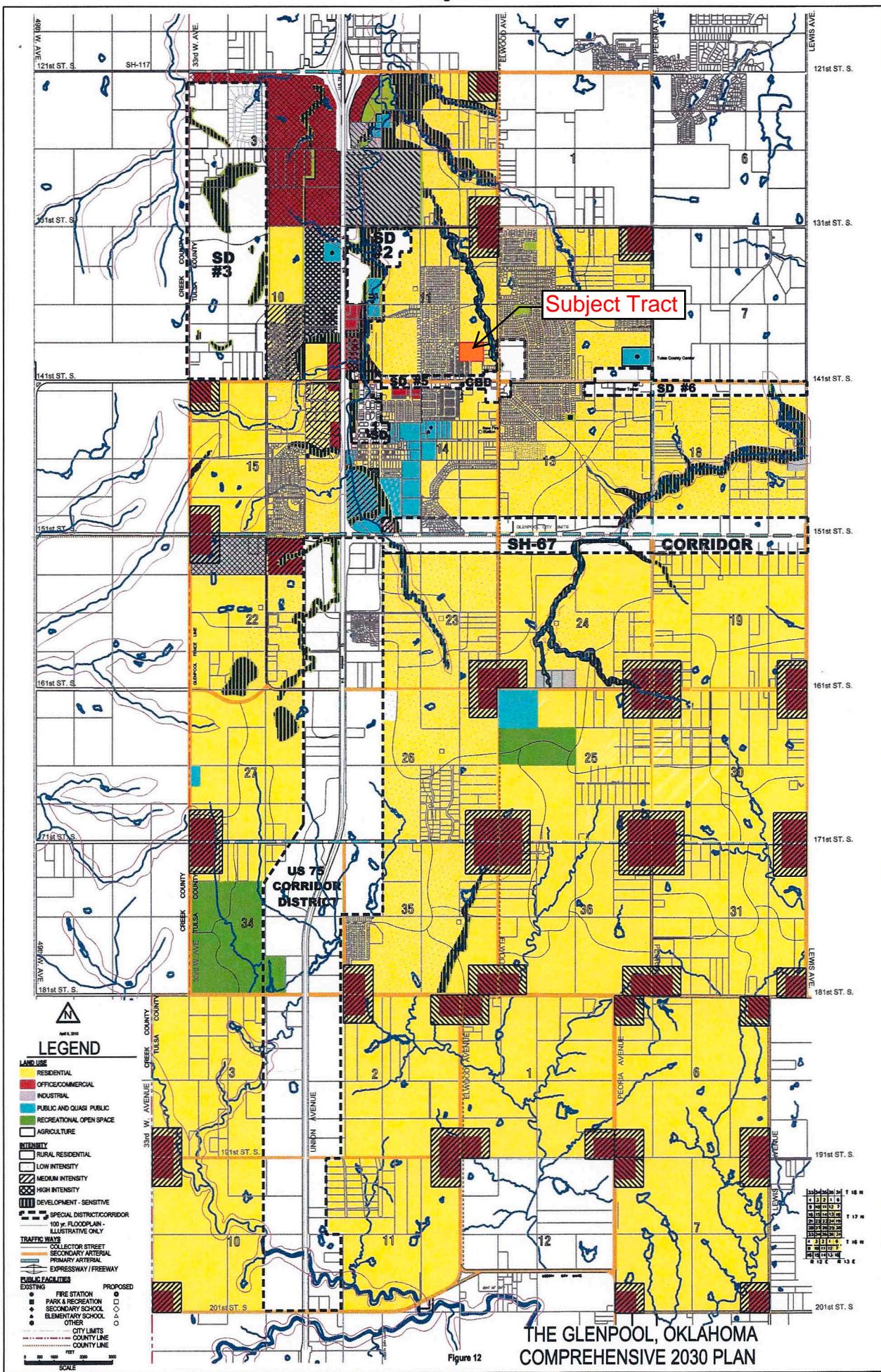


Figure 12



# GLENPOOL COMMUNITY DEVELOPMENT DEPARTMENT

**ZONING**  **PUD**  **PUD AMENDMENT**

12205 S. Yukon Ave, 2<sup>nd</sup> Floor - Glenpool, Oklahoma 74033 - (918) 209-4610 - Fax (918) 209-4611

[www.glenpoolonline.com](http://www.glenpoolonline.com)

## APPLICATION INFORMATION

RECEIVED BY: Plan DATE FILED: 5/4/17 TAC DATE:   HEARING DATE: 6/12/17 CASE NUMBER PUD-37

RES  NON-RES  COMBO RELATED ZONING OR PUD #: \_\_\_\_\_ BUILDING PERMIT APPLICATION NUMBER \_\_\_\_\_

NEIGHBORHOOD ASSOCIATIONS: \_\_\_\_\_

## SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: 141st Street & Elwood Ave. (NW Quadrant) TRACT SIZE: 12 Acres

LEGAL DESCRIPTION: \_\_\_\_\_ See EXHIBIT "B"

PRESENT USE: Vacant PRESENT ZONING AG S-T-R 1172

## INFORMATION ABOUT YOUR PROPOSAL

PROPOSED NEW ZONING: RS-4 DEV. AREAS AFFECTED BY PUD AMENDMENT: All PUD PROPOSAL ATTACHED  Y  N

PROPOSED USE: Single-family Residential NATURE OF PUD AMENDMENT: \_\_\_\_\_

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
NAME <u>The Jenkins Companies, Inc.</u>		NAME <u>Vu Manh Nguyen</u>	
ADDRESS <u>c/o Nathan S. Cross/502 W. 6th Street</u>		ADDRESS <u>14609 S. Nyssa Ct.</u>	
CITY, ST, ZIP <u>Tulsa, OK 74119</u>		CITY, ST, ZIP <u>Glenpool, OK 74033</u>	
DAYTIME PHONE <u>918-587-3161</u>		DAYTIME PHONE	
EMAIL <u>ncross@riggsabney.com</u>		EMAIL	
FAX		FAX	
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.			
SIGNATURE & DATE: <u>st</u>			

DOES OWNER CONSENT TO THIS APPLICATION  Y  N. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Under Contract

APPLICATION FEES			
BASE APPLICATION FEE		\$	<u>\$250<sup>00</sup></u>
ADDITIONAL FEE	\$		APPLICATION SUBTOTAL \$
NEWSPAPER PUBLICATION		BILLED LATER	
SIGNS	\$50.00 X 1 = \$	<u>\$ 50<sup>00</sup></u>	
300' PROPERTY OWNERS MAILING & POSTAGE		1.00 + \$ = \$	NOTICE SUBTOTAL \$ <u>75<sup>00</sup></u>
RECEIPT NUMBER:		TOTAL AMOUNT DUE \$ <u>315<sup>00</sup></u>	

APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

## DISPOSITION

PC REC.	COUNCIL ACTION
DATE/VOTE	
ORDINANCE NO.	
PLAT NAME	
PLAT WAIVER <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	

## **NARRATIVE**

The subject property is currently a vacant lot located north of 141<sup>st</sup> Street and west of Elwood Avenue. The property is currently bounded on the west by a platted subdivision of single-family homes zoned RS-3; on the east a commercial parcel zoned CG and a residential parcel zoned AG; on the south by a church development currently zoned AG and platted subdivision consisting of single-family homes currently zoned RS-2; and on the north by vacant land zoned AG. The proposed development on the subject property is a platted subdivision of consisting of thirty-one (31) parcels of single-family homes. As much of the property surrounding the subject property has been developed into either single-family subdivisions or commercial property, the applicant believes that the intensity of the proposed development is consistent with the uses in this area of Glenpool.

As depicted on Exhibit "A" attached, the applicant proposed extending East 139<sup>th</sup> Place South into the subject parcel and connecting with South Ironwood Place. This connection will improve circulation while allowing the applicant to preserve open recreation space for the residents. To help preserve lower density and circulation, the applicant plans to "cap" South Ironwood Street with a cul-de-sac. This will prevent future extension of South Ironwood Street into the proposed development and preserve the open recreation space in Reserve Area A.

The applicant is sensitive to concerns regarding new development and density. To address those concerns, the applicant proposes providing two (2) open recreation spaces and a walking trail to lessen the density of the development and provide additional outdoor space for the residents. Reserve Area A will be house a playground with jungle gym and swings as well as a large open recreation area. Reserve Area B will house a soccer field that will double as an open recreation space as well as an additional large open recreation area.

## **DEVELOPMENT STANDARDS**

### **Residential Development (Excluding Reserve Areas)**

<b>Permitted Use:</b>	Single-family dwelling
<b>Minimum Lot Width:</b>	65 feet
<b>Minimum Lot Area:</b>	6,900 square feet
<b>Minimum Land Area:</b>	8,400 square feet

<b>Maximum Structure Height:</b>	35 feet
<b>Livability Space Per Dwelling Unit:</b>	4,000 square feet

**Setbacks:**

Front:	25 feet
Side:	5 feet and 10 feet
Rear:	20 feet
All other yards abutting street:	15 feet

**Signs:** A maximum of two (2) entry identification signs shall be permitted with a maximum of 64 square feet of display area. Additional signage for amenities will be allowed with a maximum of 16 square feet.

**Reserve Area A**

<b>Permitted Use:</b>	Playground with swing set Open park/play area
-----------------------	--

Reserve Area A is approximately 375.13 feet in depth from the new proposed Ironwood Place running northwest to the west boundary of the subject parcel. The southeast portion abutting South Ironwood Place will contain a play area with jungle gym and swing set. The intent of Reserve Area A is to provide additional open recreation areas for the residents of the proposed development. It is also the intent of the applicant that Reserve Area A provide additional open space and reduced density to supplement and enhance the outdoor recreation area of the development and support bulk and area requirements.

**Reserve Area B**

<b>Permitted Use:</b>	Soccer field/open play area 50 foot landscape preservation easement
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Reserve Area B is a detention facility primarily for mitigation of water runoff from the proposed development. As the bottom of Reserve Area B will likely be dry for most of the year, the applicant is proposing to place a raised half-sized soccer field with goals in

Reserve Area B. The intent of adding the soccer field is to provide additional open recreation are for the residents of the proposed development. It is also the intent of the applicant that Reserve Area B provide additional open space and reduced density to supplement and enhance the outdoor recreation area of the development and support bulk and area requirements.

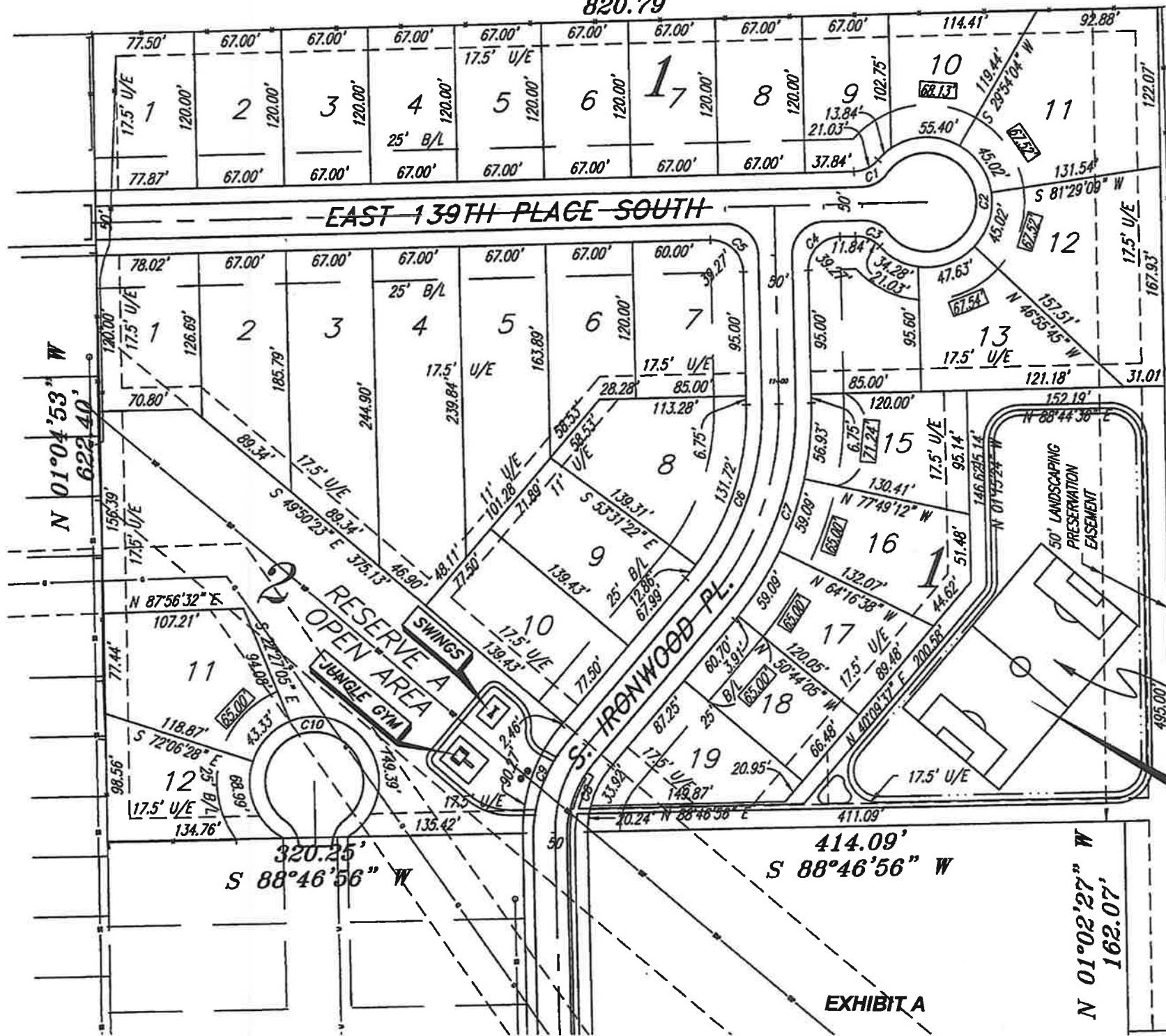
### **Walking Trail**

Due to the unique location of the subject property and the significant setback off of the main arterial into the neighborhood (141<sup>st</sup> Street), the applicant also proposes to construct a walking trail along South Ironwood Place from the development to 141 Street. The intent of this walking trail is to provide additional open recreation space for the residents of the proposed development. It is also the intent of the applicant that the walking trail provide additional open space and reduced density to supplement and enhance the outdoor recreation area of the development and support bulk and area requirements.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

The Southeast Quarter of the Southeast Quarter (SE/4 SE/4), LESS AND EXCEPT the following described parcel, to wit: BEGINNING at the Southeast corner of the Southeast Quarter (SE/4); THENCE North 1320 feet; THENCE West 500 feet; THENCE South 785 feet; THENCE West 36 feet; THENCE North 166.46 feet; THENCE West 411 feet; THENCE South 700 feet; THENCE West 50 feet; THENCE North 700 feet; THENCE West 320.25 feet; THENCE South 700 feet; THENCE East 1320.1 feet; to the POINT OF BEGINNING; all in Section One (1), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof.

*N 88°44'36" E*  
*820.79'*



10.02.1928. E

*DETENTION  
FACILITY  
RESERVE B*

## HALF-SIZE SOCCER FIELD

**EXHIBIT A**

# P.U.D. SITE PLAN

## THE PINES

ENGINEER/SURVEYOR  
TUTTLE & ASSOCIATES, INC.

1"=60'

9718 EAST 55TH PLACE SOUTH  
TULSA, OKLAHOMA 74135  
PHONE;: (918) 663-5567  
MAIL: tuttle-assocites@sbcglobal.net  
CERTIFICATE OF AUTHORITY CA 465  
EXPIRATION 6-30-17

R 12 E

WEST 131ST STREET SOUTH

HIGHWAY 75

11

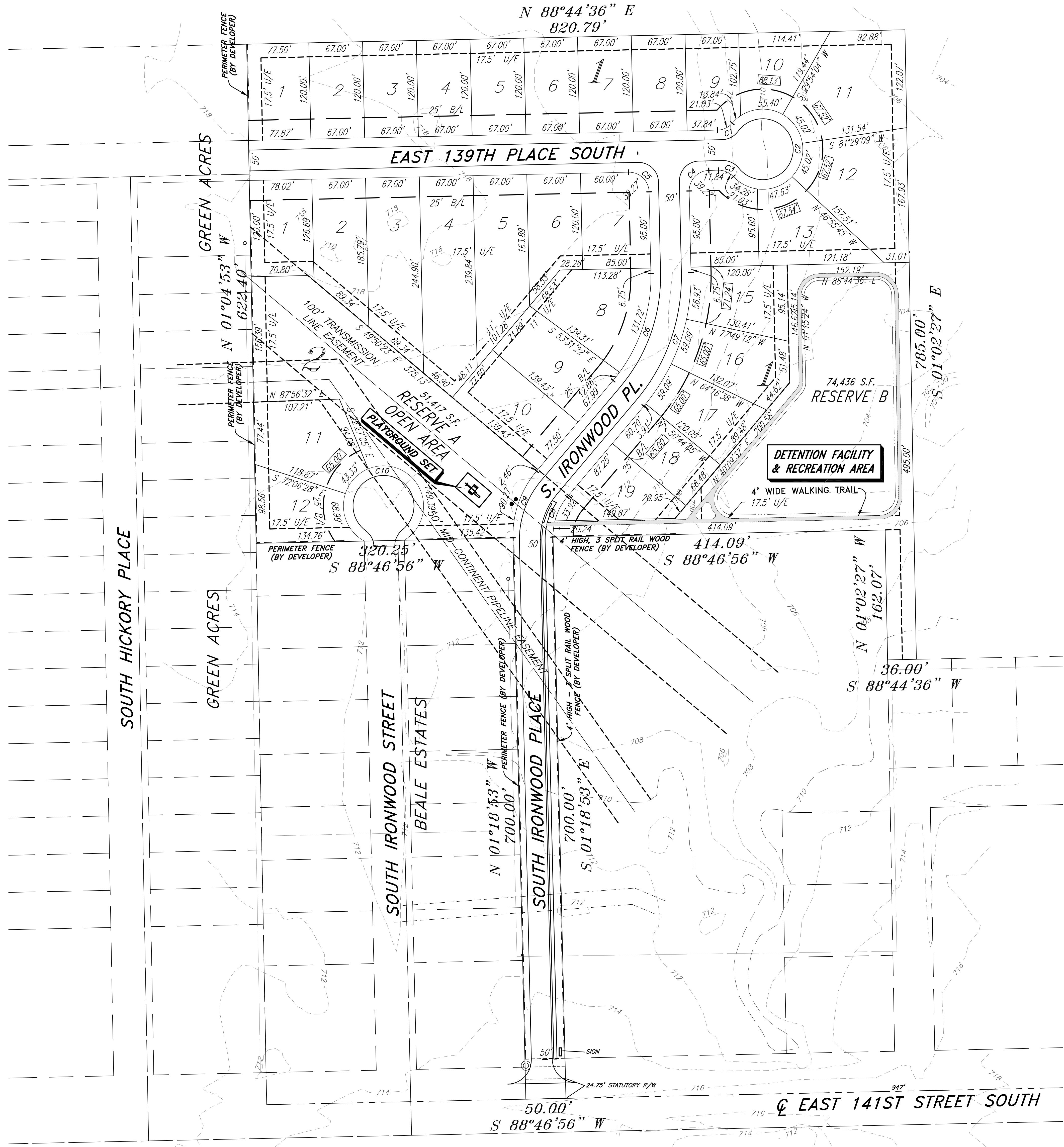
SOUTH ELWOOD AVENUE

17

WEST 141ST STREET SOUTH

**LOCATION MAP**

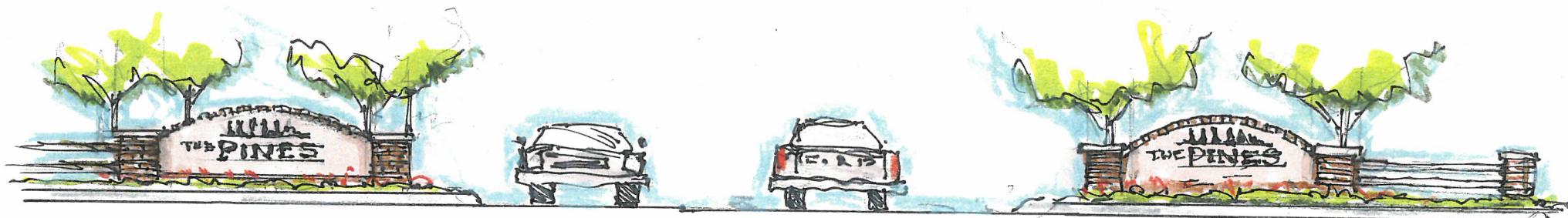
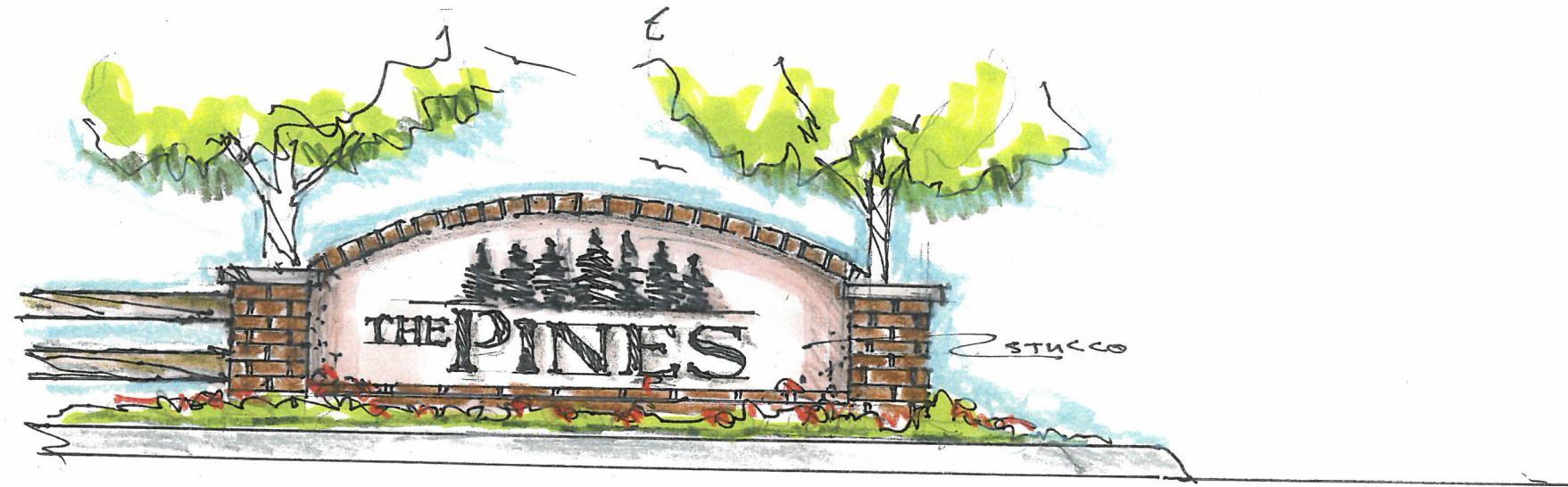
SCALE: 1"=2000'

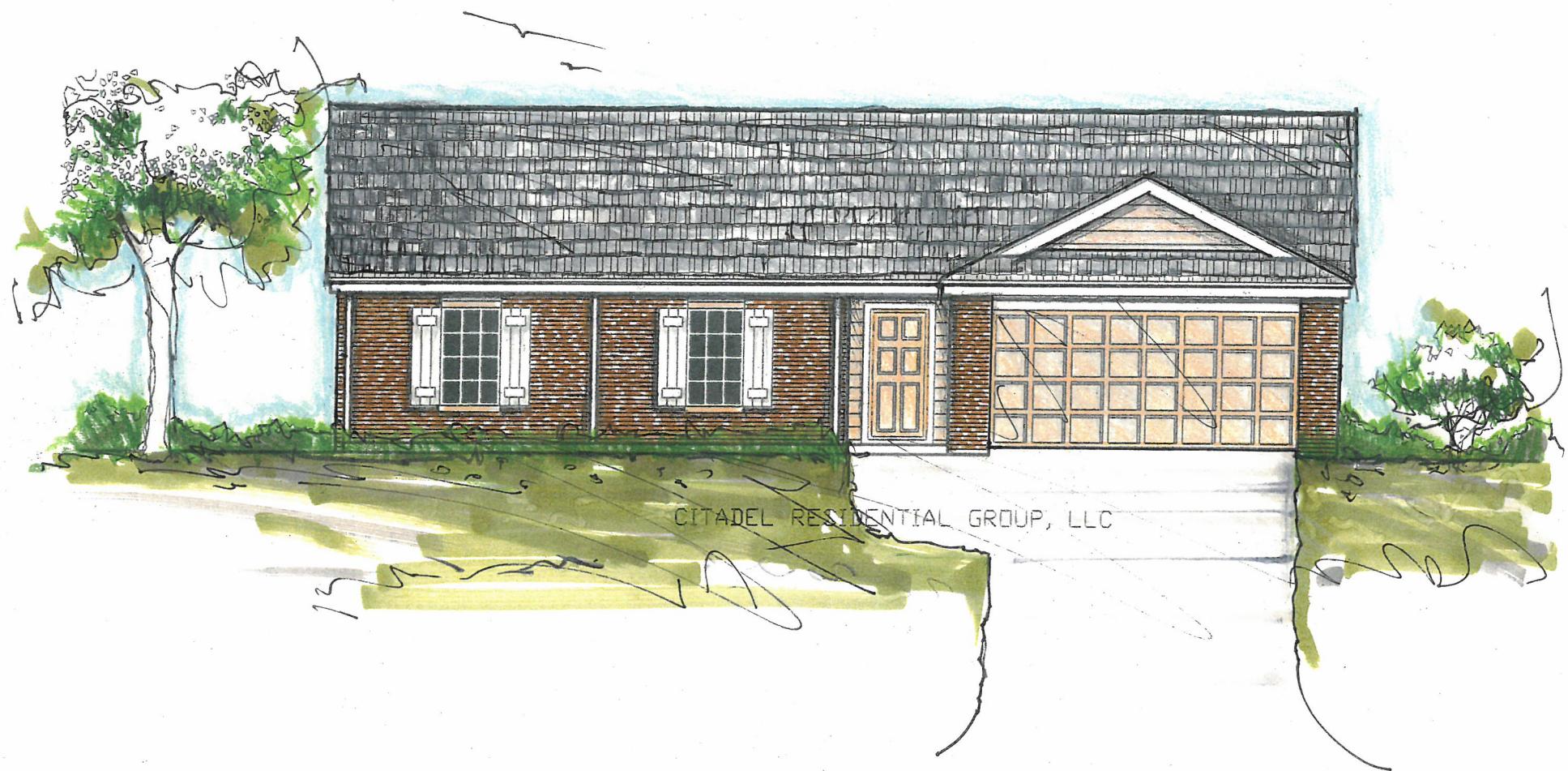


## NOTES:

NOTES.

1. THE WALKING TRAIL IN RESERVE AREA "B" IS 4 FEET WIDE CONSTRUCTED OF CRUSHED LIMESTONE 4 INCHES THICK.
2. RESERVE "A" CONTAINS 51,417 SQUARE FEET.
3. RESERVE "B" CONTAINS 74,436 SQUARE FEET.
4. RESERVE AREAS WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION (HMO) COMPRISED OF ALL OF THE LOT OWNERS.
5. NO OUTBUILDINGS WILL BE PERMITTED IN THE DEVELOPMENT.
6. THE PLAYGROUND SET SPECIFIED FOR RESERVE "A" SHALL BE A "SUNSHINE FEATURE CASTLE PKG II – DESIGN 45A" MANUFACTURED BY RAINBOW PLAY SYSTEMS, INC., OR APPROVED EQUAL.





CITADEL RESIDENTIAL GROUP, LLC





CITADEL RESIDENTIAL GROUP, LLC



***DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
THE PINES***

THIS DECLARATION, made this \_\_\_\_\_ day of July, 2017, by Citadel Residential Group, LLC, an Oklahoma limited liability company hereinafter referred to as "Declarant".

***WITNESSETH:***

***WHEREAS***, Declarant is the owner of certain property in Tulsa County, Oklahoma, which is more particularly described as follows, to-wit:

***ALL OF THE PINES, AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.***

hereinafter referred to as "The Pines"; and

***WHEREAS***, Declarant is presently improving and developing residential lots, together with "Common Areas", as hereinafter defined, within The Pines; and

***WHEREAS***, Declarant may construct or provide on the "Common Areas" a detention facility with soccer field, a private park with playground, walking trails, and landscaped areas for the use and enjoyment of the owners of the lots and dwelling units within The Pines; and

***WHEREAS***, Declarant will convey the lots within The Pines subject to certain covenants, conditions, restrictions, reservations, easements, liens, and charges as hereinafter set forth; and

***NOW, THEREFORE***, Declarant hereby declares that all of the property described above shall be held, mortgaged, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens, and charges, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of The Pines. These covenants, conditions, restrictions, reservations, easements, liens, and charges shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof or any part thereof, their heirs, successors and assigns.

## **ARTICLE I**

### **DEFINITIONS**

1. "Association" shall mean and refer to The Pines Homeowners Association, Inc., an Oklahoma not-for-profit corporation, its successors and assigns.
2. "The Pines" shall mean and refer to that certain real property hereinbefore described.
3. "Common Areas" shall mean those portions, including easements, of The Pines owned or maintained by the Association for the common use and enjoyment of the Owners, together with all improvements which may at any time hereafter be situated thereon including (without limitation) detention ponds, drainage facilities/dams and related improvements, which Common Areas are specifically described as follows:  
  
Reserve Areas as shown on the plat of The Pines, Plat No.  
  
\_\_\_\_\_

as well as the park area and playground equipment located within The Pines for the common use and benefit of all lot owners within The Pines.

4. "Lot" shall mean and refer to a platted lot, block or parcel of land shown upon the recorded plat of The Pines with the exception of the Common Areas.
5. "Member" shall mean and refer to every person or entity who holds membership in the Association.
6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot situated within The Pines, including contract sellers, but including others having such interest merely as security for the performance of an obligation.
7. "Declarant" shall mean and refer to Citadel Residential Group, LLC, an Oklahoma corporation, its successors and assigns.
8. "Secretary" shall mean and refer to the Secretary of the Association.
9. "Board of Directors" shall mean and refer to the Board of Directors of the Association.
10. "Articles" shall mean and refer to the Articles of Incorporation (including any amendments or changes thereto) pursuant to which the Association, as

hereinabove defined, is or has been formed.

11. "Bylaws" shall mean and refer to the existing Bylaws of the Association, including any amendments or changes thereto.

## **ARTICLE II** **POWERS OF ASSOCIATION AND MEMBERSHIP**

1. **POWERS OF THE ASSOCIATION:** The Association, in addition to all other rights, powers and duties provided herein and as contained in its Articles of Incorporation, shall have all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Oklahoma by law may now or hereafter have to carry out its corporate purposes.
2. **MEMBERSHIP:** Any Owner of a Lot in The Pines, an Addition to the City of Glenpool, Tulsa County, State of Oklahoma, shall automatically become a Member of the Association. The membership of the Association shall be limited to the record Owner, whether one or more persons or entities, of a fee simple title to a Lot situated within The Pines and in any additional property as may be annexed to or merged into the jurisdiction of the Association or allowed to join according to procedures set forth in the Articles or Bylaws, including (without limitation) property owners in future or other phases of The Pines, each to be a separate Addition to the City of Glenpool, Tulsa County, State of Oklahoma, according to their respective recorded plats thereof. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, other than contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Lot situated within The Pines. Ownership of a Lot shall be the sole qualification for membership with respect to those property owners in The Pines.

## **ARTICLE III** **VOTING RIGHTS**

1. **VOTING CLASSES:** The Association shall have two classes of voting membership:

Class A: Class A Members shall be all those persons or entities entitled to membership as defined in Article II with the exception of Declarant. After the Turnover Date described below, Class A Members who own a Lot shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article II; provided, however, when two or more persons or entities hold such interest or interests in any Lot, although all of such persons

or entities shall be Members of the Association, the vote for such Lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote per Lot be cast with respect to any one Lot.

Class B: The Class B Members shall be the Declarant and its assignee builder of the residential structure thereon who does not occupy such structure as his principal residence. The Class B Members shall be entitled to five hundred (500) votes each; provided, that the Class B membership of a particular Class B Member shall cease and be converted to Class A membership on the earlier to occur of:

- (a) the date all Lots in The Pines have been sold by such Class B Member; or
- (b) December 31, 2038; or
- (c) such date as Declarant (in its sole discretion) executes and records with the County Clerk of Tulsa County, Oklahoma, a notice that Declarant has elected to convert the Class B membership to Class A membership.

2. **DECLARANT CONTROL OF ASSOCIATION:** The Declarant, or its designee, shall be in sole and complete legal control of the Association from the inception thereof until such time as the Declarant relinquishes control thereof as set forth herein. The date on which Declarant's rights under this Section 2 shall terminate shall be referred to as the "Turnover Date". The first and all subsequent Boards prior to the Turnover Date shall consist of those persons designated by Declarant. Declarant's rights under this section to designate the members of the Board shall terminate on the first to occur of (a) such time as Declarant no longer holds or controls title to any part of the Property or other lands that have come under the control of the Association as provided for herein, (b) the giving of written notice by Declarant, to the Association's Board, of the Declarant's election to terminate such rights, or (c) ten (10) years from the date of recording hereof. From and after the Turnover Date, the Board shall be constituted and elected as provided in the Association Bylaws. Prior to the Turnover date all of the voting rights of the Owners shall be vested exclusively in Declarant. The Owners, prior to the Turnover Date, shall have no voting rights. Despite having no voting rights at that point in time, such Owners' Lots shall nevertheless be subject to assessment. The Declarant, upon request, shall supply such Owners with an annual accounting or the manner in which collected assessments have been spent.

**ARTICLE IV**  
**PROPERTY RIGHTS**

1. **MEMBERS' EASEMENTS OF ENJOYMENT:** Every Member shall have the nonexclusive right and pedestrian access easement to use and enjoy the Common Areas and all improvements constructed thereon. Such right and easement shall be appurtenant to and shall pass with the title to every Lot within The Pines, subject, however, to the following provisions:
  - (a) The right of the Association to limit the number of guests of Members as well as the volume of noise and any other nuisance which interferes with the peaceful enjoyment of The Pines;
  - (b) Subject to the provisions of Article V hereof, the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and improvements constructed thereon and in aid thereof to mortgage said property, but only upon the prior written consent of the Declarant. In the event such property is so mortgaged, the rights of the Members of the Association hereunder to use and enjoy such Common Area shall be subject and subordinate to the rights of the mortgagee therein.
  - (c) Upon the conversion of all Class B Membership into Class A Membership, the right of the Association to dedicate or transfer all or any part of the Common Area to any governmental body, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. Such dedication and transfer shall be effective only upon the recording of an instrument signed by Members entitled to cast one-half (1/2) of the votes of the Class A membership in which such Members evidence their agreement to such dedication and transfer, or upon the affirmative, majority vote of the Board of Directors but only after said Board receives written consent from the Declarant;
  - (d) The right of the Association to suspend the voting rights and suspend or terminate the right to use and easement of the Common Area of a Member:
    - (i) with respect to voting rights, for any period during

which any assessment against his Lot remains unpaid; provided, however, the Association shall give written notice to the deficient Member, or

(ii) with respect to use and easement of the Common Area, for any period during which any assessment against his/her Lot remains unpaid or for any infraction of the published rules and regulations of the Association relating to such use.

(e) The right of the Association to prescribe rules and regulations for the use, enjoyment and maintenance of the Common Area.

2. **DELEGATION OF USE OF COMMON AREAS:** Any Member may delegate, in accordance with the Bylaws of the Association, his right to use, but not ownership of his easement right to, the Common Areas and facilities and improvements situated thereon, to his/her family members and guests, and to tenants who reside in The Pines.
3. **TITLE TO THE COMMON AREAS:** The Declarant herein reserves the right and easement to enter upon the Common Areas and construct, repair and maintain improvements therein. Maintenance of the Common Areas shall be borne by the Association; provided, however, in the event the Association fails or refuses to maintain the Common Areas, the Declarant shall have the right, but not the obligation, to maintain the Common Areas in a reasonable manner and the Association shall reimburse the Declarant for such expenses upon demand. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Areas to the Association, subject only to any easements and restrictions of record, either prior to or upon the conversion, in the Declarant's sole discretion, of its Class B membership to Class A membership pursuant to the provisions of Article III. Conveyance of the Common Areas to the Association shall not be refused by the Association.
4. **DAMAGE TO COMMON AREAS:** If, due to the act or omission of any Owner, his/her family, tenants, contract purchasers, guests, licensees or other invitees, the Common Areas are damaged (normal wear and tear excepted) and maintenance, repair or replacement shall be required thereby, then such Owner shall pay for the full cost of such maintenance, repair and replacement as shall be determined by the Association.

## **ARTICLE V** **COVENANT FOR MAINTENANCE ASSESSMENTS**

### **1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:**

Except for annual assessments described in paragraph 3 below, no special assessments shall be assessed against or attach to any Lot owned by Declarant or any builder of the residential structure thereon who does not occupy such structure as his principal residence within The Pines. The Declarant and each builder of the residential structure on any Lot within The Pines who does not occupy such structure as its principal residence shall pay the annual assessment described in Paragraph 3 below. All other Owners of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association their share of:

- (a) annual assessments or charges provided for herein, and
- (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

If permitted to become delinquent, an annual or special assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a lien upon the Lot against which each such assessment is made whether a lien is actually filed of record or not. Each such assessment, together with such interest, costs and reasonable attorneys' fees incurred in collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

### **2. PURPOSE OF ASSESSMENTS:** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, and welfare of the residents within The Pines and promoting the habitability of residential structures and enhancing property values in any subdivision within The Pines including, but not limited to the improvement and maintenance of the Common Areas and improvements thereon, including (without limitation) ad valorem taxes, drainage ways and easements, driveways, parking areas, fences and walls, and landscaped areas.

3. **ANNUAL ASSESSMENTS:** The annual assessment on any Lot owned by any Owner of a Lot in The Pines (including the Declarant and any builder of the residential structure thereon who does not occupy such structures as its principal residence), commencement of which is provided for in Article V, Section 5, for the first year shall in an amount determined by the Board of Directors to be necessary to adequately maintain and support all Common Areas and shall be due and payable as the Board of Directors shall direct in the annual notice of assessment. The annual assessment on Lots owned by Owners (other than the Declarant and any builder of the residential structure which will not be used by such builder as his primary residence) may be increased by the affirmative vote of the Board of Directors of the Association upon thirty (30) days written notice to such Owners prior to the effective date of such increase. Provided, that any increase in the annual assessment assessed against Lots within The Pines greater than 15% from the previous years' annual assessment amount shall require the affirmative vote of a majority of those Owners of Lots in The Pines who are in attendance (either in person or by proxy) at a special meeting of the Members, duly called and noticed.

Annual and special assessments shall be established at a uniform rate applying such factors as the Board of Directors shall determine appropriate, such as the operating costs of the Association, maintenance of the Common Areas, cost of living increases, enhancement of property values and other equitable factors. Annual assessments paid by the Owners of Lots in The Pines shall be used exclusively for the maintenance and repair of the Common Areas, and for such operating costs of the Association which are related to the operation of the Common Areas and the general operations of the Association.

4. **SPECIAL ASSESSMENT:** In addition to the assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area or entryways, including the necessary fixtures and personal property related thereto and payment for any expenses deemed necessary and appropriate by the Board of Directors; provided that special assessments against Lots in The Pines shall require the affirmative vote of the Class B Members and one-half (1/2) of the Owners of such Lots who are Class A Members of the Association who are in attendance (in person or by proxy) at a special meeting of the Members of the Association, duly called and noticed; provided, however, the Declarant and any builder of the residential structure thereon who does not occupy such structures as its principal residence who own Lots within The Pines shall not be subject to any Special Assessment.

5. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES:** The annual assessment provided for herein shall commence on date of conveyance of title to that Lot to the Owner of such Lot. Thereafter, the form and means of written notice of the annual assessment shall be established by the Board of Directors. The Association shall upon demand at any time furnish a

certificate in writing signed by an officer of the Association setting forth whether annual and/or special assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of those certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6. **EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION:** Any assessments which are not paid on or before the due date, as prescribed by the Board of Directors of the Association in writing, shall be delinquent and shall constitute a lien on the Lot against which said assessment is made. If the assessment is not paid on or before the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may take action against the Owner delinquent in the payment of assessments owed to the Association. Such action may include, but is not limited to, demand letters; collection letters from an attorney; actions to enforce a lien filed against the Owner's property; and other actions designated to obtain payment for financial obligation owed by an Owner. In taking these actions, whether one or more, the Association shall be entitled to collect the costs it has incurred in pursuing efforts to obtain payment from a delinquent Owner including, but not limited to, reasonable attorney's fees, whether related to the sending of collection letters, filing of collection lawsuit, or otherwise, court costs, interest and such other expenses as the Association reasonably incurs in pursuing its efforts to collect delinquent assessments from an Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot. Notwithstanding any provision herein to the contrary, this paragraph 6 shall not apply to the Declarant.
7. **SUBORDINATION OF THE LIEN TO MORTGAGES:** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon any Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such Lot pursuant to a foreclosure of such mortgage or transfer or conveyance in lieu of such foreclosure. Such sale pursuant to such foreclosure or such transfer or conveyance in lieu of such foreclosure shall not relieve such Lot from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments.
8. **EXEMPT PROPERTY:** The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties or interests therein dedicated to and acceptable by a local governmental body or public authority or conveyed to a public utility; provided, however, in the event of the dedication of an easement to a local governmental body, public authority, or public utility, the underlying servient estate shall not be exempt from assessment; and (b) the Common Area.

## **ARTICLE VI** **USES OF LAND**

1. **LOT USE:** All residential Lots of The Pines shall be used for single-family residential purposes subject to the terms, conditions, and provisions of PUD 37, which are the uses permitted by right or special exception in RS-4 Zoning Districts. No residential Lot shall be used for any business, commercial or manufacturing purpose, and no business or building of any kind whatsoever shall be erected or maintained thereon, except single-family residences. Provided, an Owner may utilize a "home office" for business purposes as long as business visitors, guests, and customers do not visit the Owner's Lot, and commercial vehicles do not regularly deliver supplies or materials and such business activities are conducted in a manner which does not interfere with the peaceful use and enjoyment of surrounding Owners. Provided, however, the Declarant may permit a model home or similar sales office to be implemented and maintained (including a temporary parking lot) by a builder for a fixed time period, at the Declarant's sole discretion. No Lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any Lot, which exceeds two (2) stories in height. No dwelling not meeting a specific building code identified by the Declarant may be moved onto a Lot. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in The Pines, except that the Declarant or its designee(s) may use a mobile home as a temporary sales office.
  
2. **RESERVE AREAS:** "Reserve Areas", as reflected on the recorded plat of The Pines, shall be used as Common Areas only. The Common Areas have been granted by Declarant as a perpetual easement for the purposes of pedestrian access, open area, roadways, park area and related amenities, and for permitting the flow, conveyance, and discharge of storm water runoff from the Lots within The Pines and subdivisions within The Pines. Drainage facilities constructed in said Common Areas shall be in accordance with standards prescribed by the City of Glenpool and plans and specifications approved by the City Engineer of the City of Glenpool. Said drainage way area and facilities shall be maintained by the Association in accordance with standards prescribed by the City of Glenpool. In the event the Association should fail to adequately and properly maintain said drainage way area and facilities, the City of Glenpool may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be assessed in the same manner as special assessments against all Members of the Association. All lot owners within each phase of The Pines shall have access to the park areas, soccer fields, walking paths, and playground equipment, within any common area of The Pines. Access by any lot owner within The Pines to a particular common area of The Pines shall be subject not only to membership in the Association, but also to payment of the assessments (including special

assessments) described in Article V hereof.

3. **NUISANCE:** No noxious or offensive activity of any kind shall be carried on upon any Lot or the Common Areas, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. No exterior speaker, horn, whistle, bell, or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities expressly prohibited on Lots are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.
4. **ANIMALS:** No animals, livestock , or poultry of any kind shall be kept on any Lot except for a total of three (3) household, domestic pets and the suckling young of said animals; provided, however, that no more than two (2) adult dogs shall be maintained on any Lot. Excessive barking by any dog shall, in the sole opinion of the Declarant or the majority of the Board of Directors of the Association, be deemed a nuisance and immediately subject the dog to impound and the Owner thereof to a fine levied by the Association in an amount determined by the Association in accordance with its established rules and regulations (not to exceed \$100.00 per day), and/or to such other actions as the Association may determine appropriate. The amount of such fine, if not paid by its due date, shall become a lien upon the Owner's Lot and subject to enforcement and foreclosure as set forth in Article V hereof. Animals shall not be kept, bred or maintained for any commercial purposes. Whenever in the opinion of the Declarant or Board of Directors or authorized committee of the Association, an animal is deemed offensive to surrounding property Owners and/or a nuisance to the public, the Owner of such animal shall remedy such excessive noise or nuisance within forty-eight (48) hours from the date notice (oral or written) is delivered to such Owner by the Declarant or the Association. All animals must be fenced in or kept on a leash. Animal shelters, subject to the rules and regulations of the Association, shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein. No exotic animals shall be permitted on any Lot or the Common Areas; provided, however, domestic pets shall be permitted within the Common Areas subject to the rules and regulations of the Association. Unleashed animals shall not be permitted to roam on the Common Area, any park areas or reserve areas, and at the option of the Declarant or the Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound such animals and to charge fees for their return.

5. **MAINTENANCE:** All Lots and improvements thereon , including but not limited to, the residential structure, out building, if any, fences, if any, landscaping and other improvements shall be kept at all times in a neat, attractive, healthful and sanitary condition. All Lots shall be kept free from rubbish, litter and noxious weeds. All structures, landscaping and improvements placed upon any Lot shall be maintained in good condition and repair at all times. Each Lot shall be subject to an easement in favor of Declarant and/or its designees for access to make reasonable grading and repair work, as well as to allow for the free flow of storm water across portions of such Lot; such entry shall be made only at reasonable times and with as little inconvenience as possible to the Owner of the Lot being entered, and with advance notice to such Owner. Such easement shall not permit entry into any residence or garage, and any damage caused to the Lot or adjoining property entered by virtue of use of such easement shall be repaired at the sole expense of the Owner whose property was the object of the repair work. All yard equipment shall be screened from view of neighboring lots, streets, or other property. Maintenance of residential structures and Lots shall also comply with rules and regulations published by the Association, including, but not limited to architectural control requirements; provided, however, the Declarant reserves control over all architectural requirements relating to the construction of all improvements until such time as the Lot or Common Area containing such structure is transferred to an Owner occupant or the Association, respectively. Upon such transfer to an Owner occupant or the Association, as the case may be, no building, residence, fence, wall or other structural or landscaping improvement shall be commenced, erected or maintained upon any of the Lots within The Pines, nor shall any exterior addition to or change or alteration therein, or change in the exterior appearance thereof, or major change in landscaping be made, until such matter is approved in writing by the Association's Board of Directors.
6. **WIND GENERATORS; SOLAR COLLECTORS:** No wind generators or solar collectors shall be installed in/on any of the Common Areas or any other reserve. Further, no wind generators or solar collectors shall be installed on any Lot or residence thereon without the prior written approval of the Declarant or the Association in advance of its installation.
7. **CLOTHES LINES:** The drying of clothes on any Lot in public view is prohibited.
8. **STORAGE:** No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage on any Lot shall be permitted; provided , however , building materials may be stored on a Lot for a period of thirty (30) days prior to the start of construction and construction shall be completed within nine (9) months after the pouring of the footing.

9. **WASTE:** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all Lots shall be kept in a clean, neat and orderly manner which shall be kept on such Lot and stored from public view, until such day as may be designated for collection of such containers or material. All Lots and all easements thereon shall be kept clean, neat and mowed to the street by the Owner of said Lot. All residential waste containers must be removed from the curbside and screened from road way view within twelve (12) hours after refuse collection vehicles empty the containers.
10. **COMPLIANCE WITH LAWS:** Each Owner shall comply with all laws, statutes, ordinances, rules and regulations of Federal , state or municipal governments or authorities,including the municipal codes of the City of Glenpool, and requirements applicable to use, zoning, occupancy of the Lot and premises and maintenance of improvement thereon. Furthermore, the Plat of The Pines and all construction and other activity relative thereto shall be subject to and in conformity with PUD 37 and any supplements or addendums thereto.

## **ARTICLE VII** **ARCHITECTURE, SIZE, MATERIALS,** **PLANS AND SPECIFICATIONS**

1. **PLANS AND SPECIFICATIONS:** A complete set of plans and construction specifications including materials for any structure proposed to be erected must first be submitted to the Declarant and written approval thereof obtained from the Declarant or its agent prior to the commencement of any construction upon each and all of the Lots in The Pines. In addition, unless waived by the Declarant in writing, based on hardship, economic considerations or other reasons which will not interfere with the harmony of design or diminish property values in the neighborhood , the following standards shall apply to all dwellings in The Pines:
  - (a). Dwelling Size. All dwellings shall have a minimum square footage of at least 1,600 square feet.
  - (b). Masonry. All dwellings shall have one hundred percent (100%) of the exterior walls (up to the tops of the windows) thereof comprised of brick ; provided , however , that the area of all windows, the area above and over all windows, covered porches and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls.

- (c). Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door. Carports shall not be permitted.
- (d). Patio Roof. All patio roofs shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence.
- (e). Driveways. All driveways into a Lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width.
- (f). Mail boxes. All mail boxes shall be of a uniform structure and color and shall be constructed in accordance with a written plan/diagram and specifications to be approved by Declarant prior to construction.
- (g). Roof Pitch; Materials. Roof pitch shall be a minimum of 6/12 pitch and roof materials shall be Heritage II or comparable composition shingles of equal or better quality, and shall be of such color scheme approved by the Declarant prior to installation.
- (h). Sodding: Landscaping. The front yard of each lot shall be fully sodded upon the completion of the construction of any residence. Each lot shall have a reasonable landscape package in the front yard upon completion of the construction of any residence.
- (i). Heating and Air Conditioning Requirements. All residences in The Pines shall be constructed with central heat and air systems. No portable, window or wall-type heating or air conditioning units shall be permitted.

2. **NO WARRANTY AS TO PLANS:** Notwithstanding anything herein to the contrary, the Declarant shall not be liable for any approval, disapproval or failure to approve any plans or specifications hereunder, and its approval of building plans shall not constitute a warranty of or responsibility for building methods, materials, procedures, structural design, grading, drainage, restrictive covenant compliance or code compliance. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restrictions, unless the Declarant is herein authorized to grant the waiver

and the Declarant did, in fact, grant the waiver. It is the responsibility of each Lot Owner, and not the Declarant, to insure that such Owner's grantor and/or builder has caused the subject Lot, and all improvements thereto, to be in full compliance with all relevant codes, covenants and restrictions imposed upon The Pines.

3. **SET-BACK LINES AND LOT DIMENSIONS:** No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

**Setbacks:**

Front:	25 feet
Side:	5 feet and 10 feet
Rear:	20 feet
All other yards abutting street:	15 feet
<b>Minimum Lot Width:</b>	65 feet
<b>Minimum Lot Area:</b>	7,800 square feet
<b>Minimum Land Area:</b>	8,400 square feet
<b>Maximum Structure Height:</b>	35 feet
<b>Livability Space Per Dwelling Unit:</b>	4,000 square feet
<b>Minimum House Size:</b>	1,600 square feet

The frontage and minimum depth of a Lot shall be as shown on the recorded Plat for The Pines. No building, whether principal or accessory, shall encroach upon any easement. Except as above modified or otherwise set forth in PUD 37, a Lot shall comply with the bulk and area requirements of the RS-4 Residential Single Family District as set forth within the Glenpool Zoning Ordinance.

4. **FENCES:** No front yard fence shall be erected on any Lot closer to any street than the front of the main structure without the prior written approval of the Declarant. Except as described below, all fences shall be six (6) feet in height and made of wood privacy fencing. No fences shall be constructed upon walkways or access easements, which would impair or hinder the intended use thereof. A fence must be erected and well-maintained between each house from the side of the house extending to each respective owner's lot line. Said fence should be installed so as to prevent a view into the back yard of a lot from the street fronting the lot. No fences shall be constructed on overland drainage areas or upon walkway or access easements which would impair or hinder the intended use thereof. Furthermore, wood privacy fences shall, if necessary, be trimmed at the bottom of the fence so as to permit storm water to run under the fence to an area with a lower grade of elevation. Interior Fencing or Walls shall not extend beyond that point nearest the street at each end corner of the residence on the Lot. On corner lots, side yard fences shall be installed and well-maintained, so as to prevent a view into the back yard from the street running along the side of the structure. Side yard fences can be no closer to the street than five (5) feet from the property line for that side yard.
  - (a) The Declarant reserves the right and easement, in its sole discretion, to construct fence of its choosing along the property lines of the Subdivision, which fence shall be maintained by the Association.
  - (b) In the event a side or rear fence is constructed adjacent to a Reserve Area, the Owners of such Lots shall construct a wood rail with attached black coated chain-link fence along such side and/or rear yard(s) which abuts a Reserve.
  - (c) The Declarant, in its sole discretion, reserves the right and easement (but in no event shall be obligated) to construct a fence of its choosing within any Reserve shown on the Plat which shall be maintained by the Homeowners' Association.
  - (d) All other fences shall be a wood privacy except the Declarant may, in its

sole discretion, approve in writing the use of an alternative fencing material on a case by case basis. No barbed wire, meshed or other metal fencing is allowed in any area of the Subdivision. No fence over six feet (6') tall is permitted unless approved by the Declarant in writing. Fences located on exterior sides of corner Lots facing a street shall not extend beyond seven and one-half (7.5') feet from the exterior sidelines and shall be wood privacy fencing.

- (e) All fencing shall be approved by the Declarant in writing prior to its construction; provided, however, upon the transfer of a Lot to an Owner occupant, the construction, repair or replacement of any fence and the materials used therefor upon such Lot shall be approved by the Association in writing prior to such construction, repair or replacement. All fences within The Pines shall be neatly maintained by the Owner thereof. The Declarant reserves the right, but shall not be obligated, to enter upon such Lots in order to maintain, repair or stain such fencing in a manner which the Declarant, in its sole discretion, believes to be reasonable and appropriate, and the cost thereof shall be charged back to the Lot Owner as a lien and shall be governed by Article V hereof.
- 5. **OUTBUILDINGS**: No portable storage or other out buildings are allowed.
- 6. **ANTENNAE**: No television, radio, or other antennae or reception devices, other than an eighteen (18) inch or smaller television satellite dish, shall be constructed or maintained on any Lot without the written approval of the Declarant. Satellite dishes permitted herein shall be installed and maintained on the backside of the residential structure and shall not be visible from streets in front of said structure.
- 7. **NOISE POLLUTION**: Each builder of residences on the Lots will cause adequate noise pollution control measures to be incorporated into the design and construction of the single-family residences as may be required by the City of Glenpool, or any other governmental (state or federal) body or agency.

## **ARTICLE VIII** **PARKING, STORAGE, AND EASEMENTS**

- 1. **VEHICLES, BOATS, RVS**: No vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked, stood or stored on any residential lot for more than forty-eight (48) hours during any seventy-two(72) hour period, except in a garage or otherwise completely screened from view of neighboring lots, streets or other property by privacy fencing not to exceed six (6) feet in height. Vehicles shall not be kept, parked or stood on the yard. Residents' Vehicles (or Vehicles under their dominion and control) shall not be parked or stood in any street, nor any other manner which impairs or impedes sidewalk use. It is intended that lot owners keep their respective garages

free from clutter and debris so that garages may be consistently used for the parking and/or storage of Vehicles.

2. **EASEMENTS**: The Declarant reserves for itself, for the Association and for the Owner of each Lot the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained, in and on the areas indicated on the plat as easements, sewer and other pipelines, conduits, poles and wires, and any other method of conducting or performing any quasi-public utility or function above or beneath the surface of the ground with the right of access at any time to the same for the purpose of repair and maintenance. The Owner of any Lot abutting the Common Area and who must, in order to avail himself of utilities, enter and/or cross the Common Area, shall have an easement to do so provided that said Owner shall use the most direct, feasible route in entering upon and crossing said Common Area and shall restore the surface of the Common Area so entered and/or crossed to its original condition at the expense of the said Owner and hold Declarant and Association harmless from any damage caused by such activity, provided, where necessary, for an adjacent Property Owner to enter property to maintain a fence, party wall or other improvement constructed on the boundary of the Owner's Lot, the procedures set forth in Article VI, paragraph 5 above shall apply.
3. **DRAINAGE**: Each Lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No Lot Owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across their lot. The Declarant expressly reserves the right to enter upon each Lot for the purpose of resolving or curing drainage issues related to adjacent or nearby Lots.

## **ARTICLE IX** **RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING**

No re-arranging, re-subdividing or re-platting of The Pines may be done without the prior written consent of the Declarant until such time as it has sold all the Lots, after which consent of the Association shall be required for such action.

## **ARTICLE X** **SIGNS AND BILLBOARDS**

No signs or billboards are allowed on a Lot without the prior written approval of the Declarant; provided that one sign of not more than five (5) square feet advertising the sale or rent of said Lot, or signs of the same size limitation used for the purpose of campaigning for a result in any political election, shall be permitted.

Notwithstanding the foregoing, the Declarant, or its designees, may display such signage as the Declarant, in its sole discretion, deems necessary for the promotion, sales and/or rental of property owned by the Declarant or its designees.

## **ARTICLE XI** **DECLARANT'S RESERVED RIGHTS**

1. **GENERAL:** In addition to any rights or powers reserved to Declarant or granted to Declarant under the provisions of The Pines Deed of Dedication or this Declaration, Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the Declarant's Authority as set forth herein shall terminate and be of no further force and effect from and after such time as Declarant is no longer vested with or controls title to all Lots and/or other property within The Pines, after which the provisions of this Article and the rights and powers of the Declarant shall vest in the Association; provided, however, nothing shall prohibit the Declarant from transferring any of Declarant's rights and/or authority to the Association prior to Declarant being divested of title to all Lots and other property with The Pines, all as Declarant and the Association shall mutually agree by express written agreement.
2. **PROMOTION OF THE PINES:** In connection with the promotion, sale or rental of any improvements upon any property in The Pines: (a) Declarant shall have the right and power, within its sole discretion and for as long as Declarant owns any Lot, to construct such temporary or permanent improvements, or to do such acts or other things in, on or to such property as Declarant may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Declarant may deem advisable; and (b) Declarant and its respective guests, agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Common and reserve areas at any time without fee or charge.
3. **CONSTRUCTION ON PROPERTY WITHIN THE ADDITION:** Declarant is hereby granted the right and power to make such improvements to any property within The Pines as Declarant deems to be necessary or appropriate. Declarant may permit builders and other contractors access to and upon the Common Areas as Declarant may wish and subject to such limitation and condition as Declarant may require. Declarant and its respective agents and contractors shall have the right of ingress, egress and parking on the Common Areas and the right to store construction equipment and materials on the

Common Areas without the payment of any fee or charge whatsoever.

4. **OTHER RIGHTS:** Declarant shall have the right and power to execute all documents and do all other acts and things affecting The Pines which Declarant determines are necessary or desirable in connection with the rights of Declarant under this Declaration, including, but not limited to, the right to designate another entity of the Declarant's choice, including, without limitation, the Association, to assume or exercise the rights herein reserved to the Declarant.

## **ARTICLE XII** **MISCELLANEOUS**

1. **ENFORCEMENT:** The Declarant, Association, or any Owner, whether acting jointly or severally, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration; provided, however, the Declarant and the Association shall not be obligated to enforce any condition, covenant, restriction, reservation, lien or charge through legal proceedings or otherwise. Failure by the Declarant, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. **REMEDIES:** If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, the Declarant, Association and any Owner shall have standing to prosecute any proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought to enforce any provision hereof against any Owner or third party, the prevailing party shall be entitled to an award of reasonable attorneys' fees, expenses and costs.

3. **VARIANCE:** The Declarant, in its sole and reasonable discretion, shall have the right to grant approvals required by these covenants, conditions and restrictions, and to waive or vary these covenants, conditions and restrictions based upon conditions peculiar to an Owner's particular Lot or circumstances. Until such time as the Declarant has sold all of its Lots in The Pines, the Association shall have the right to grant such approval, waiver or variance upon the prior written consent of the Declarant. Provided, however, any variance granted by the Declarant or the Association shall be in the interest of the Owner requesting such variance, consistent and in harmony with the construction and architectural guidelines and restrictions within The Pines, shall not interfere with the peaceful use and enjoyment of their property by adjoining Lot Owners, and shall not decrease the property values in the neighborhood. Notwithstanding anything herein to the contrary, the Declarant shall have no liability for variances which do not conform to the standards set forth herein, in law or in equity.
4. **CORRECTION ASSESSMENT:** In the event that the Owner of any Lot shall violate any covenant herein, the Board of Directors of the Association or the Declarant shall have the right, upon five (5) days advance notice to the Owner of the Lot where the covenant violation(s) exists, and provided such violation is not corrected within the time period provided for in the notice, to enter upon said Lot and to remedy the violation(s). The cost for curing the violation(s) shall thereupon be assessed against the Lot and shall be a lien on such Lot, which may be enforced and foreclosed as contained in Article V herein.
5. **FLOOD CONTROL AND EASEMENTS:** The flood control and drainage easements which may be granted by Declarant in The Pines are for drainage purposes. It shall be the responsibility of the Owners of the Lots on which such easements are located to maintain such easement for drainage purposes until such time as the governing body exercising jurisdiction elects to assume responsibility for maintenance and improvement of drainage, provided, further, that no obstruction(e.g., no barbecue pits, swimming pools, etc.) trash or other debris shall be placed on or within said easements, nor shall any fill, change of grade, creation of channel, or other work be carried on without permission of the City of Glenpool, Department of Engineering. No grading, scraping, excavation or other re-arranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum sub- surface depth requirement of any utility line, pipe, wire or easement. No obstruction shall be placed on any Lot which would direct storm water onto another Owner's Lot or onto any

Common Area.

6. **NO WAIVER:** The failure of the Declarant, Association, Owner or any grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.
7. **SEVERABILITY:** Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
8. **DISCLAIMER OF WARRANTY:** Except as expressly provided in writing, Declarant makes no warranty , express or implied, regarding The Pines, including (without limitation) any Common Area or improvement therein, the sufficiency of utilities, the storm water management design, the workmanship, design or materials used in every improvement, including without limitation any express or implied warranty of merchantability, habitability, liability, fitness or suitability for any particular purpose or use or any warranty of quality.
9. **BINDING EFFECT; AMENDMENT:** The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall be binding upon all parties and all persons claiming under them, and shall inure to the benefit of and be enforceable by the Declarant, Association and the Owner of any Lot subject to this Declaration , their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended, in whole or in part, modified, added to or changed at any time during the first ten (10) year period by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots, and thereafter at any time by an instrument signed by the Owners of not less than fifty-one percent (51%) of the Lots. Any amendment must be properly recorded. Notwithstanding the foregoing or anything else herein to the contrary, the Declarant reserves the right to grant variances therefrom in particular cases and further provided that they may be amended as follows:

- (a). **SPECIAL AMENDMENT:** This Declaration may be amended unilaterally by Declarant at any time (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is required by an

institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (iii) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; (iv) to correct errors and make clarifications or additions in this Declaration; or (v) to modify or add to the provisions of this Declaration to adequately cover situations and circumstances which Declarant believes, in its reasonable judgment, have not been adequately covered and would not have a material and adverse effect on the marketability of Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to any such amendment on behalf of each Owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power to Declarant to make, execute and record such amendments. The right and power of the Declarant to make such amendments hereunder shall terminate at such time as Declarant has sold all of its Lots in The Pines.

(b). **GENERAL AMENDMENTS:** Upon the conversion of all Class B membership into Class A membership, (i) the provisions of this paragraph 9 may be amended only by an instrument executed by all of the Owners; and (ii) any provision relating to the rights of Declarant may be amended only with the written consent of Declarant. No amendment shall be effective until properly recorded. "Owners" shall not be deemed to include mortgagees or other persons holding liens on any lot and such mortgagees and other lienholders shall not be required to join in any amendment to this Declaration.

IN WITNESS HEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this \_\_\_\_ day of July, 2017.

Citadel Residential Group, LLC  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Craig Boos, Manager

STATE OF OKLAHOMA    )  
                          ) SS.  
COUNTY OF TULSA    )

Before me, the undersigned, Notary Public, in and for said County and State, on this \_\_\_\_\_ day of July, 2017, personally appeared Craig Boos, to me known to be the identical person who executed the foregoing Declaration of Covenants, Conditions and Restrictions as Manager of Citadel Residential Group, LLC, an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year above written.

---

Notary Public

My Commission Expires:

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**TO: Glenpool Planning Commission**

**FROM: Rick Malone, City Planner**

**DATE: August 14, 2017**

**RE: GZ-262:** Request from Eric Sack, representing Nightingale Ranch & Farm, LLC. for approval of a Zone Change from AG (Agriculture District) to RE (Residential Estate District) and CS (Commercial Shopping Center District) on the following described property:

A TRACT OF LAND THAT IS PART OF THE SE/4 OF SECTION 13, T-17-N, R-12- E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

"BEGINNING AT A POINT" THAT IS THE SOUTHWEST CORNER OF SAID SE/4; THENCE N 01°07'1011 W ALONG THE WESTERLY LINE OF SAID SW/4 FOR 2644.81 FEET TO A POINT THAT IS THE NORTHWEST CORNER OF SAID SE/4; THENCE N 88°33'26" E ALONG THE NORTHERLY LINE OF SAID SE/4 FOR 249.21 FEET; THENCE S 39°13'51" E FOR 2,930.51 FEET; THENCE S 88°35'32" W AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SE/4 FOR 69.67 FEET; THENCE S 01°09'52" E FOR 330.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SE/4; THENCE S 88°35'22" W ALONG SAID SOUTHERLY LINE FOR 1,988.51 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND, LESS AND EXCEPT THE SOUTHERLY 300.00 FEET THEREOF.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 2,730,032 SQUARE FEET OR 62.6729 ACRES.

**FROM AG (AGRICULTURE DISTRICT) TO RE (RESIDENTIAL ESTATE DISTRICT).**

A 300.00 FOOT WIDE STRIP OF LAND THAT IS PART OF THE SE/4 OF SECTION 13, T-17-N, R-12-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

"BEGINNING AT A POINT" THAT IS THE SOUTHWEST CORNER OF SAID SE/4; THENCE N 01°07'10" W ALONG THE WESTERLY LINE OF SAID SW/4 FOR 300.00; THENCE N 88°35'32" E AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SE/4 FOR 1,988.27 FEET; THENCE S 01°09'52" E FOR 300.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SE/4; THENCE S 88°35'22" W ALONG SAID SOUTHERLY LINE FOR 1,988.51 FEET TO THE "POINT OF BEGINNING" OF SAID STRIP OF LAND.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 596,516 SQUARE FEET OR 13.6941 ACRES.

**FROM AG (AGRICULTURE DISTRICT) TO CS (COMMERCIAL SHOPPING CENTER DISTRICT).**

**General Location: West of the Northwest corner of 151<sup>st</sup> Street (HWY 67) and Peoria Ave.**

**INTRODUCTION**

This project consists of a request to rezone 62.67 acres from AG to RE and rezone 13 acres from AG to CS. The maximum dwelling units allowed is 95 residential 150 foot-wide with a minimum of .65 acre lots, but the natural beauty of the terrain does not lend itself to that density. The developer has submitted a concept plan for review describing (12) 2-3 Acre Lots and (15) 1-1½ Acre lots with no commercial uses.

The surrounding property is developed as noted below:

- North: RE, mostly vacant large lot single family.
- East: AG, Vacant undeveloped land.
- West: RS-3/AG vacant land.
- South: AG, Vacant undeveloped land, outside the city limits of Glenpool, Tulsa County.

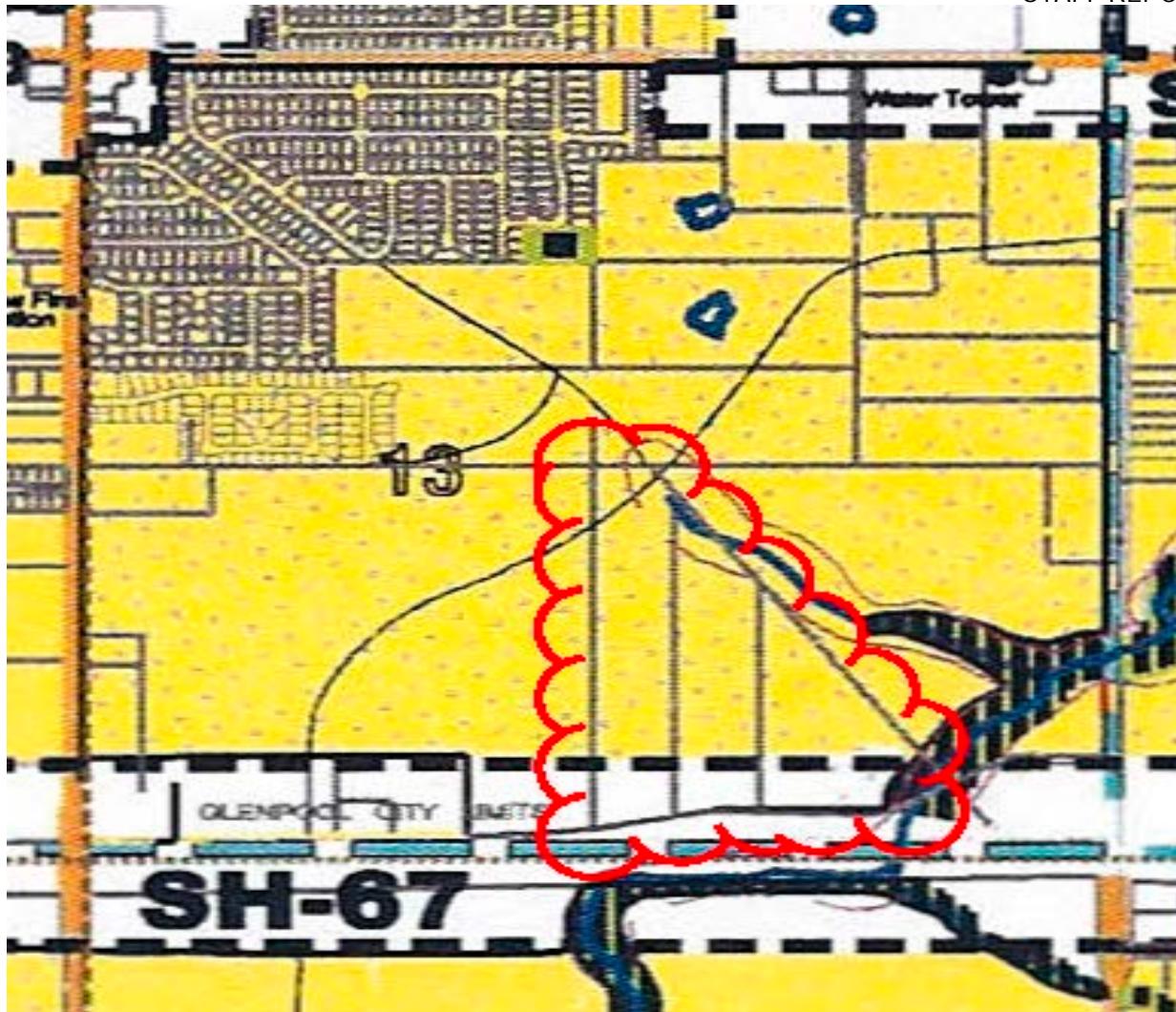
The 2030 Glenpool Comprehensive Plan designates the subject tract as: the south 300 feet as Special District #4 to allow Medium-Intensity development and the remainder of the tract is designated: Low Intensity-Residential uses. The property is currently zoned AG (Agriculture District) and the applicant is requesting an RE/CS for a development of large lot single family residential and commercial uses are found to be in accordance with the Plan Category.

This area is prime for Medium-Intensity development, but will require strict controls on access to and from the highway while consideration is given to the impact of Medium-Intensity development upon adjacent and abutting lands. Shared access points between developments and frontage roads to restrict access from lands abutting SH-67 should also be required. Access across the median should continue to be restricted to only those median cuts that are presently constructed and that will likely be signalized in the future. The criteria for developing in accordance with the 2030 Plan for Special District 4 is as follows:

A. PUDs will be encouraged for Medium-Intensity development to reduce the impact of such zoning and to properly regulate the location of high traffic generators. In no case, shall Medium Intensity zoning exceed a depth of 300 feet from the centerline of SH-67. Proposed PUDs shall include conceptual site plans that demonstrate the compatibility of internal land use relationships. Site plan, sign plan, and landscape plan review and approval by the Glenpool Planning Commission and City Council shall be required prior to issuance of a building permit. Said plans shall be in substantial compliance with the approved provisions of the PUD and shall be in compliance with all other applicable ordinances and regulations of the City of Glenpool, GENERAL INTENSITIES. The 2030 PLAN classifies general land use intensities as follows:

- **Medium Intensity**. Medium Intensity areas are those areas of moderate activity and physical impact. These areas require a high level of accessibility and services and are found at the intersection of arterial streets in Activity Centers. Medium Intensity uses are used as transitional uses between High and Low Intensity areas. Zoning classifications that may be included in these areas include RD, RM-1, OL, OM and **CS**.
- **Low Intensity**. Low Intensity areas are areas of reduced activity characterized as living areas for residential and related activities and uses. Good accessibility and services are necessary. Zoning classifications included in this intensity category are the AG, **RE** and RS districts. Expansion of low intensity residential development is planned to continue in the Coal Creek Drainage Basin and will extend into other watersheds as public utilities are extended.
- RE zoning allows 1.53 units per acre which is considered Low Intensity.
- CS zoning is considered Medium Intensity by the Comp plan.

A Planned Unit Development is designed to permit flexibility that will encourage a more creative approach in the residential development of land and will result in a more efficient use of open area, while maintaining density and area coverage permitted in the general zoning district or districts in which the project is located.

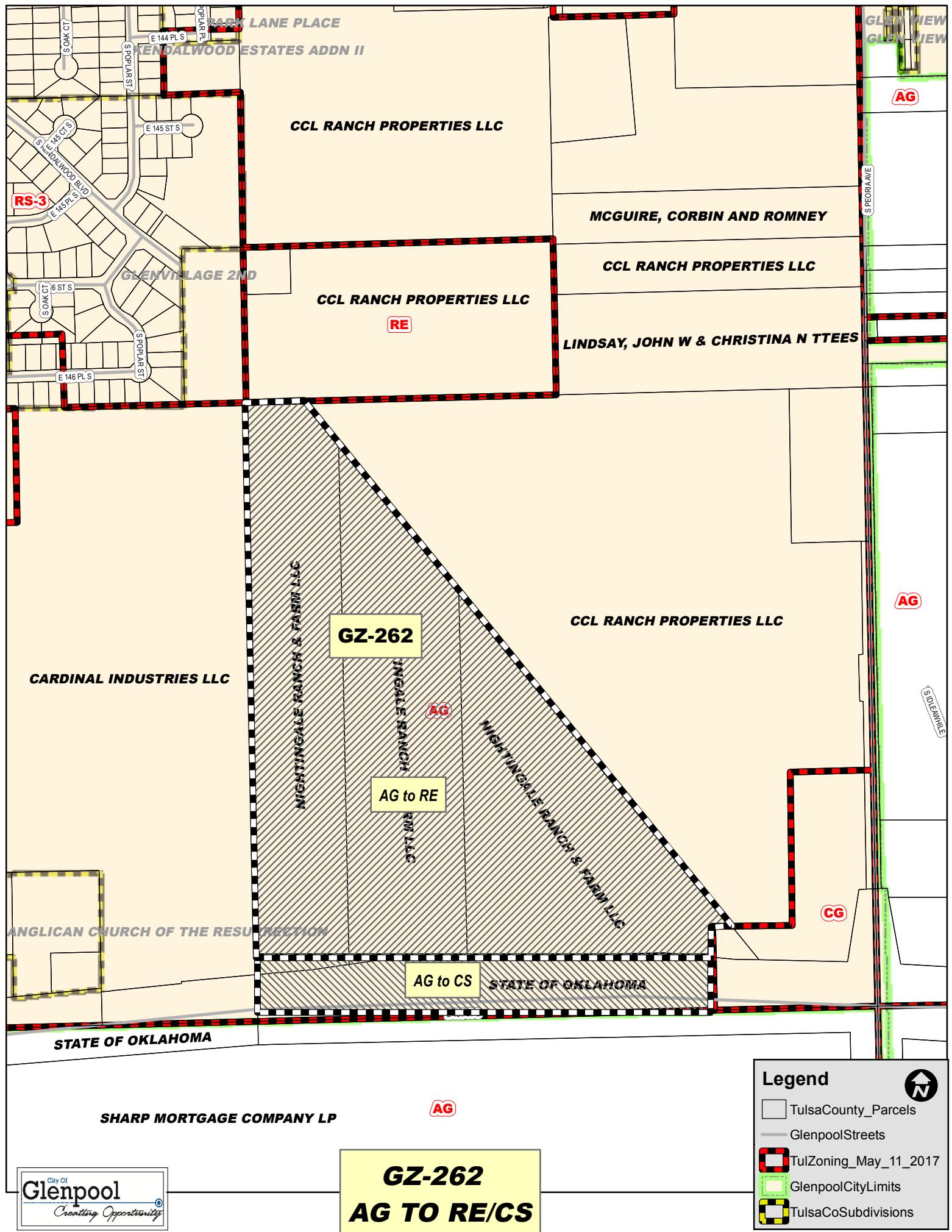


#### RECOMMENDATION

The proposed zone change is consistent with the standards of the City of Glenpool Comprehensive Plan and Zoning Code however, the conceptual development plan does not contain commercial uses nor has the applicant submitted a PUD application which is strongly encouraged to be following the 2030 Comprehensive Plan. A PUD application and associated support material should be submitted for this review of the development plan Preliminary/Conditional Final Plat and be consistent with the Sketch Plat that accompanied the request for Planned Unit Development

#### STAFF EXHIBITS

1. Case Map
2. Application
3. Conceptual Development Map



## Legend

- TulsaCounty\_Parcels
- GlenpoolStreets
-  TulZoning\_May\_11\_2017
-  GlenpoolCityLimits
-  TulsaCoSubdivisions

# CITY OF GLENPOOL PLANNING COMMISSION

ZONING     PUD     PUD AMENDMENT

CASE NUMBER 62-262

12205 S. Yukon Ave - Glenpool, Oklahoma 74033 - (918) 209-4610 - FAX (918) 209-4611

[www.glenpoolonline.com](http://www.glenpoolonline.com)

## APPLICATION INFORMATION

RECEIVED BY: RG DATE FILED: 6/1/17 TAC DATE: \_\_\_\_\_ PC DATE: 7/10/17 CITY COUNCIL DATE: \_\_\_\_\_

RES  NON-RES  COMBO RELATED ZONING OR PUD #: \_\_\_\_\_ BUILDING PERMIT APPLICATION NUMBER: \_\_\_\_\_

[ ] GLENPOOL CITY LIMITS NEIGHBORHOOD ASSOCIATIONS: \_\_\_\_\_

## SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: 1/3 mile west of Peoria N of SH-67/151st Street TRACT SIZE: 76 Acres ±

LEGAL DESCRIPTION: See attached Legal Description "Rezoning Overall"

PRESENT USE: Vacant PRESENT ZONING: AG

## INFORMATION ABOUT YOUR PROPOSAL

PROPOSED NEW ZONING: RE/CS DEV. AREAS AFFECTED BY PUD AMENDMENT: \_\_\_\_\_ PUD PROPOSAL ATTACHED  Y  N

PROPOSED USE: Residential and Commercial NATURE OF PUD AMENDMENT: \_\_\_\_\_

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
NAME <u>Sack and Associates, Inc. / Eric G. Sack, PE, PLS</u>		NAME <u>Nightingale Ranch &amp; Farm, LLC</u>	
ADDRESS <u>3530 E 31st St Ste A</u>		ADDRESS <u>c/o Applicant</u>	
CITY, ST, ZIP <u>Tusla, OK 74135</u>		CITY, ST, ZIP	
DAYTIME PHONE <u>(918) 592-4111</u>		DAYTIME PHONE	
EMAIL <u>eric.sack@sackandassociates.com</u>		EMAIL	
FAX <u>(918) 592-4229</u>		FAX	
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.			
SIGNATURE & DATE: <u>Eric G. Sack</u>		<u>06.02.2017</u>	

DOES OWNER CONSENT TO THIS APPLICATION  Y  N. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Agent

APPLICATION FEES			
BASE APPLICATION FEE		\$	<u>400</u>
ADDITIONAL FEE	ACRES x SLIDING FEE	=	\$ <u>0</u>
NEWSPAPER PUBLICATION TO BE BILLED TO APPLICANT		\$	
SIGNS	\$50 X <u>1 = 50</u>	\$	<u>50</u>
300' PROPERTY OWNERS MAILING & POSTAGE		\$1.00 per Name =	\$ <u>60*</u>
RECEIPT NUMBER:			\$ <u>*660*</u>
			<b>TOTAL AMOUNT DUE</b> \$ <u>660*</u>

APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

## DISPOSITION

STAFF RECOMMENDATION:			
PC RECOMMENDATION:	PC ACTION	DATE/VOTE:	
CITY COUNCIL ACTION	DATE/VOTE	ORDINANCE NO:	
PLAT NAME	PLAT WAIVER <input type="checkbox"/> Y <input type="checkbox"/> N		

## PLATTING REQUIREMENT

For the purposes of providing a proper arrangement of streets and assuring the adequacy of open spaces for traffic, utilities, and access of emergency vehicles, commensurate with the intensification of land use customarily incident to a change of zoning, a platting requirement is established as follows:

For any land which has been rezoned to a zoning classification other than AG upon application of a private party or for any land which has been granted a special exception by the Board of Adjustment as enumerated within Use Units 2, 4, 5, 8, and 20, no building permit or zoning clearance permit shall be issued until that portion of the tract on which the permit is sought has been included within a subdivision plat or replat, as the case may be, submitted to and approved by the Planning Commission, and filed of record in the office of the County Clerk where the property is situated. Provided that the Planning Commission, pursuant to their exclusive jurisdiction of subdivision plats, may remove the platting requirement upon a determination that the above stated purposes have been achieved by previous platting or could not be achieved by a plat or replat.

I hereby certify that I have read and understand the above requirements and that I will plat, replat or have the platting requirements waived for the subject property in case number \_\_\_\_\_.

  
\_\_\_\_\_  
Applicant's Signature

June 2, 2017  
\_\_\_\_\_  
Date

Glenpool Planning Commission Case Number: \_\_\_\_\_

- Technical Advisory Committee (TAC) Meeting Date: \_\_\_\_\_ Friday, \_\_\_\_\_ 10:00 a.m.  
Glenpool Community Development Conference Room  
Glenpool City Hall/Conference Center 2<sup>nd</sup> Floor  
12205 South Yukon Ave, Glenpool, Oklahoma 74033
- Glenpool Planning Commission: Date: \_\_\_\_\_ Monday, \_\_\_\_\_ 6:30 p.m.  
Glenpool City Council Chambers  
Glenpool City Hall/Conference Center 3<sup>rd</sup> Floor  
12205 South Yukon Ave, Glenpool, Oklahoma 74033
- Glenpool City Council: Date: \_\_\_\_\_ Monday, \_\_\_\_\_ 7:00 p.m.  
Glenpool City Council Chambers  
Glenpool City Hall/Conference Center 3<sup>rd</sup> Floor  
12205 South Yukon Ave, Glenpool, Oklahoma 74033

**A person knowledgeable of the application and the property must attend the meetings listed above to represent the application.** Site Plans and development proposals should be submitted at the time of application. Photos or renderings may be presented at the hearing.

**LEGAL DESCRIPTION**  
(REZONING OVERALL)

A TRACT OF LAND THAT IS PART OF THE SE/4 OF SECTION 13, T-17-N, R-12-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

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THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 3,326,548 SQUARE FEET OR 76.3670 ACRES.

THE BEARINGS USED IN THE ABOVE LEGAL DESCRIPTION ARE BASED ON THE GENERAL WARRANTY DEED RECORDED AS DOCUMENT #2016076228.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ERIC G. SACK, OKLAHOMA LICENSED PROFESSIONAL LAND SURVEYOR NO. 1545, ON MAY 30, 2017. (CA NO. 1783)

**LEGAL DESCRIPTION**  
(REZONING AG TO CS)

A 300.00 FOOT WIDE STRIP OF LAND THAT IS PART OF THE SE/4 OF SECTION 13, T-17-N, R-12-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

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(REZONING AG TO RE)

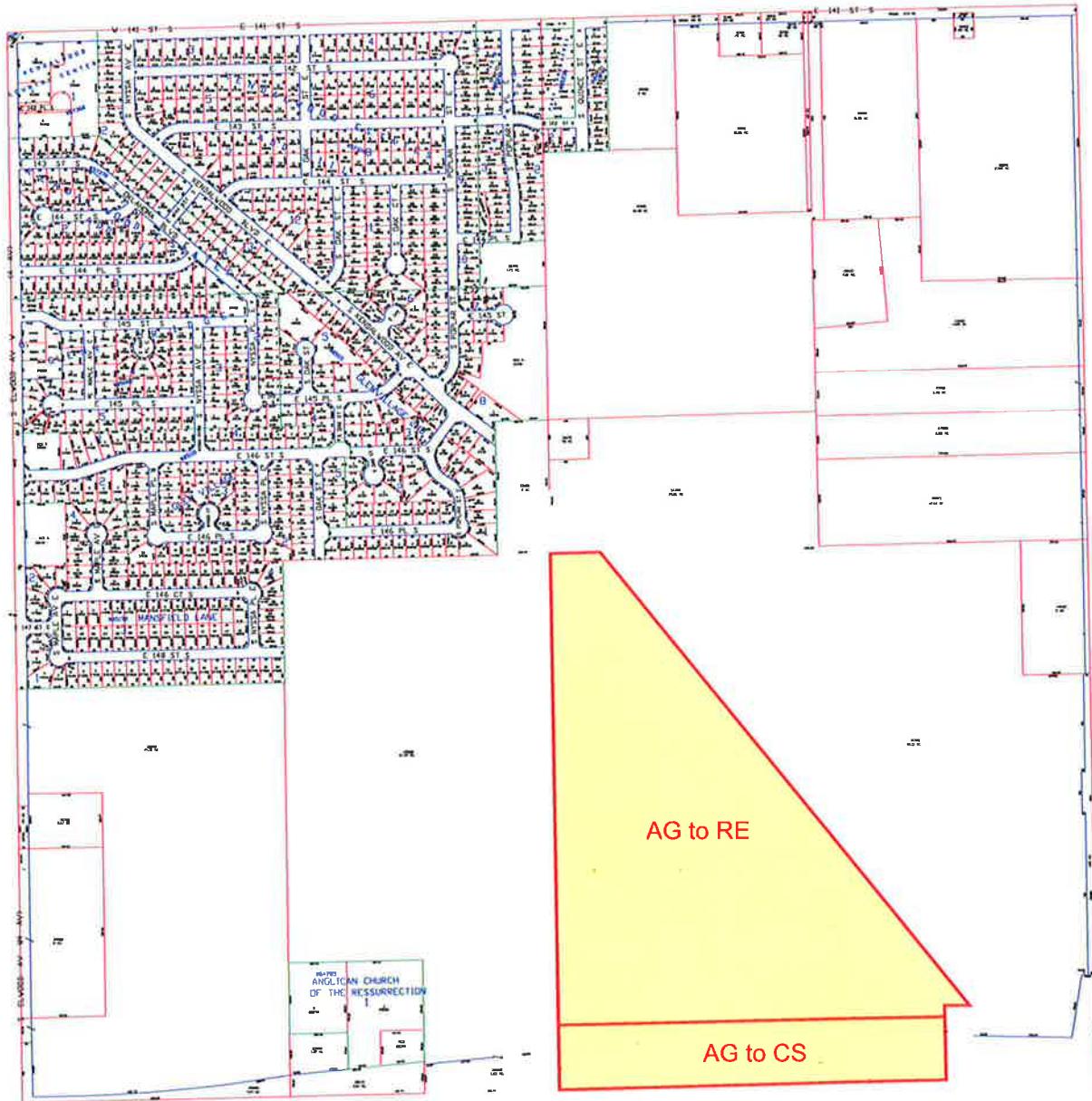
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Ken Yazel  
TULSA COUNTY ASSESSOR  
Property lines are subject to change, and other property lines. The property data are produced by a state of Oklahoma and is released to support the transfer of real property. Such data should not be relied upon for surveying or engineering purposes. The data is not intended for use in creating, determining, or for planning, legal, architectural, or engineering purposes.

Common / Tree  
Preservation

(12) 2-3 Acre Lots  
(15) 1-1 1/2 Acre Lots  
Minimal Impact for House Construction  
Common Areas Through Entire Site

Common

Common / Tree  
Preservation

Common / Tree  
Preservation

## STAFF REPORT

TO: THE GLENPOOL PLANNING COMMISSION  
FROM: RICK MALONE, CITY PLANNER  
RE: PRELIMINARY PLAT REVIEW OF "ELM POINTE"  
DATE: August 14, 2017

### **BACKGROUND:**

JR Donelson representing Elm Point CCS, LLC submitted the Preliminary Plat for "ELM POINTE" for review and approval. The proposed subdivision property was approved for rezoning to CS (Commercial Shopping) (GZ-219) the Glenpool Planning Commission on 5/1/07 and by the Glenpool City Council on 6/18/07 which makes it subject to a plat before development can occur. This property is located at the NW/corner of 141<sup>st</sup> Street and Peoria Ave and the 10.76-acre tract this request is to divide it into 8 commercial lots for individual office/warehouse buildings. Mini-storage use is by Special Exception to the Board of Adjustment.

### **ZONING:**

This property is currently zoned CS (Commercial Shopping) and the lot sizes are consistent with the proposed underlying zoning. Notices were mailed to the abutting property owners informing them of this meeting tonight.

### **TAC MEETING AND STAFF REVIEW: 7/28/17**

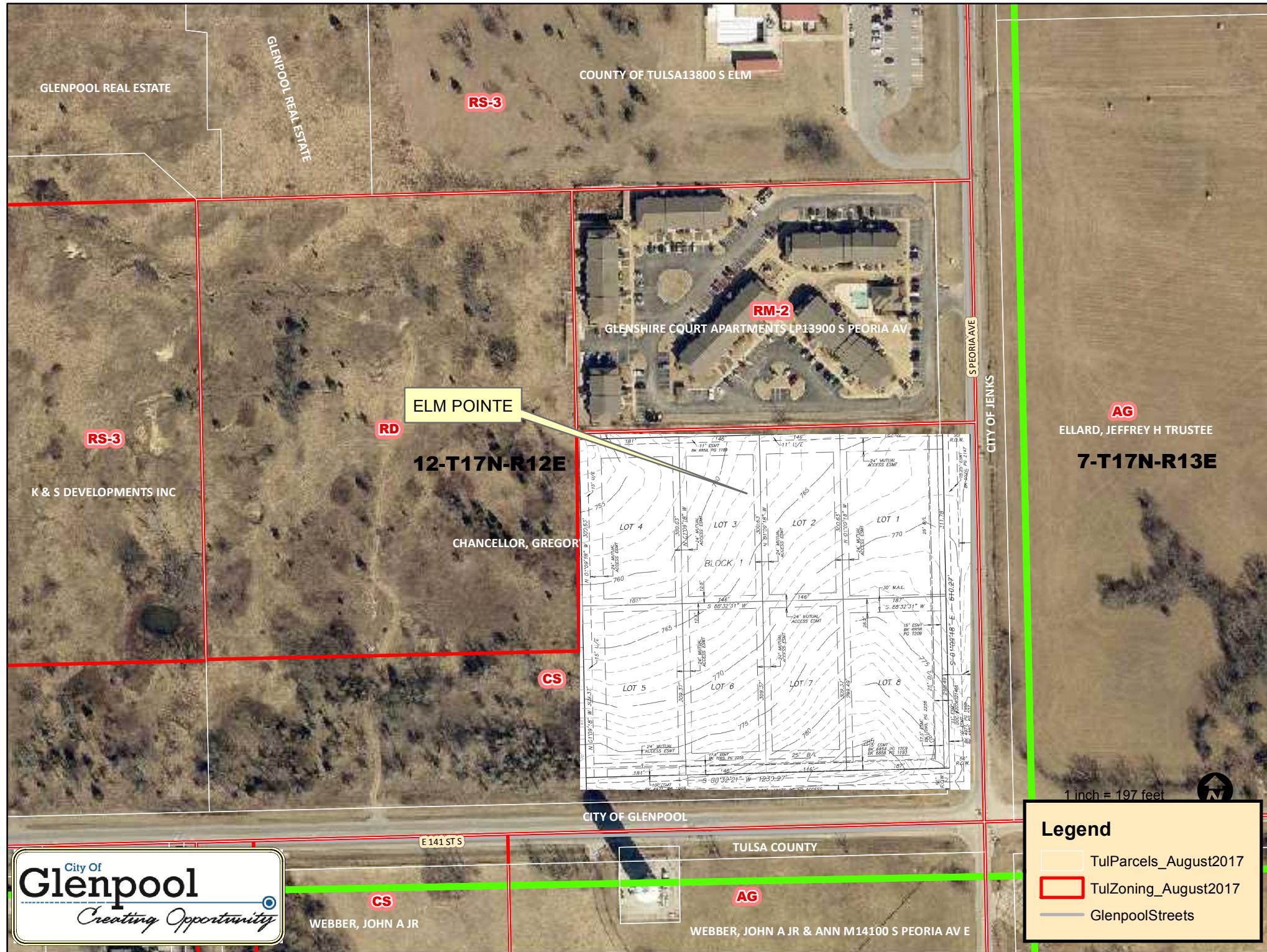
- 17 ½ Utility Easement required on the west and north lot lines, not 11' and 15' as shown.
- Revise plans to show 60' of right of way on Peoria Ave because it is a 120' Primary Arterial, not 50' as shown.
- Revise plans to show 50' of building setback from Peoria Ave, not 25' as shown.
- Soils report due.
- Certification of non-development due.
- Contact Fire Chief about required distance between buildings and perimeter, and Fire Hydrant locations.
- Off-site storm water report due.
- Revise proposed water line north boundary from 6" to 8", west boundary from 6" to 8", existing 12" water lines on south and east boundary.
- Show private sanitary sewer easements on plan, west to east down middle of lots.
- Site Plan Application/review due before building permit issued.
- ADA Sidewalks required on south and east boundary.
- Landscaping required during site plan review.
- Separate sign permit required during site plan review.
- Maximum of 35% floor area coverage on this site.

### **RECOMMENDATION:**

Staff recommends approval of the PRELIMINARY PLAT OF "ELM POINTE" subject to the conditions of the Staff and TAC review of July 28, 2017.

### **ATTACHMENTS:**

1. Case Map
2. Plat of "ELM POINTE".



## APPLICATION FOR APPROVAL OF SUBDIVISION

**PRELIMINARY PLAT:** Application must be accompanied by a \$200.00 application fee, the names and addresses of the abutting property owners plus \$1.00 for each name on that list in order to cover the cost of notification, three (3) copies of the proposed plat, three (3) copies of the preliminary construction plans and an area map. Please submit in pdf (portable document format) as well.

**FINAL PLAT:** Application must be accompanied by a \$250.00 application fee and three (3) copies of the final plat and three (3) copies of the final construction plans. When submitting plats for release after approval of the Glenpool Planning Commission and the Glenpool City Council, two (2) copies should be submitted on mylar, and ten (10) copies on paper completely signed and notarized. These copies should not be submitted until plat is in its absolute final form and ready to file of record with the Tulsa county clerk.

PROPOSED SUBDIVISION NAME: ELM POINTE

SECTION: 12 TWP: 17 RANGE: 12 LEGAL DESCRIPTION: SEE ATTACHED

DEVELOPER'S NAME: ELM POINTE CS, LLC

DEVELOPER'S ADDRESS: 11063 - D SO. MEMORIAL, #531 PHONE: 918.845-1106  
TULSA, OK 74133

ENGINEER'S NAME: JR DONELSON, INC. PHONE: 918.394.3030

Acreage Of Area Being Platted: 10.76 Number Of Lots: 8 Average Lot Size: 1.03

Present Use Of Tract: VACANT Proposed Use Of Tract: COMMERCIAL, OFFICE  
WAREHOUSE

Present Zoning: CS Proposed Zoning: CS

Is Plat Part Of A PUD? YES Zoning Case File/Number: GZ  
(Pud Number)

Glenpool City Limits:  INSIDE  OUTSIDE  PARTIALLY INSIDE

Water Supply:  CITY SEWER  LAGOON  SEPTIC TANK  OTHER

Street Resurfacing Proposed: Portland Cement/Concrete Asphaltic Concrete (no sure AT THIS TIME, probably concrete)

Signature Of Developer/Agent: JR Donelson Date: 6/28/17

---

### FOR STAFF USE ONLY

(DATE)

(RCPT#)

Preliminary Application Received: \_\_\_\_\_

Preliminary Fee Received: \_\_\_\_\_

Preliminary Approval: \_\_\_\_\_

Final Application Received: \_\_\_\_\_

Final Approval: \_\_\_\_\_ Plat Release Date: \_\_\_\_\_

**ELM POINTE**  
**LEGAL DESCRIPTION**

A tract of land located in the Southeast Quarter (SE/4) of Section 12, Township 17 North, Range 12 East, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described as follows, to-wit:

Beginning at the Southeast corner of the Southeast Quarter (SE/4) of Section 12, T-17-N, R-12-E; Thence S 88°32'21" W and along the South line of the Southeast Quarter a distance of 710.00 feet; Thence N 01°09'18" W a distance of 660.00 feet; Thence N 88°32'21" E, a distance of 660.00 feet to a point on the East line of the Southeast Quarter of said Section 12; Thence S 01°09'18" E and along the East line of the Southeast Quarter (SE/4), a distance of 660.00 feet to the Point of Beginning and containing 10.757 acres, more or less.





ENGINEER:  
JR DONELSON, INC.  
12820 SO. MEMORIAL DR.  
OFFICE 100  
BIXBY, OKLAHOMA 74008  
PHONE: 918-394-3030  
C.A. NO. 5611 EXP. 6-30-19

OWNER:  
ELM POINTE CS, LLC  
11063-D SO. MEMORIAL DR., #531  
TULSA, OKLAHOMA 74133  
CONTACT: TJ REMY  
PHONE: 918-845-1106

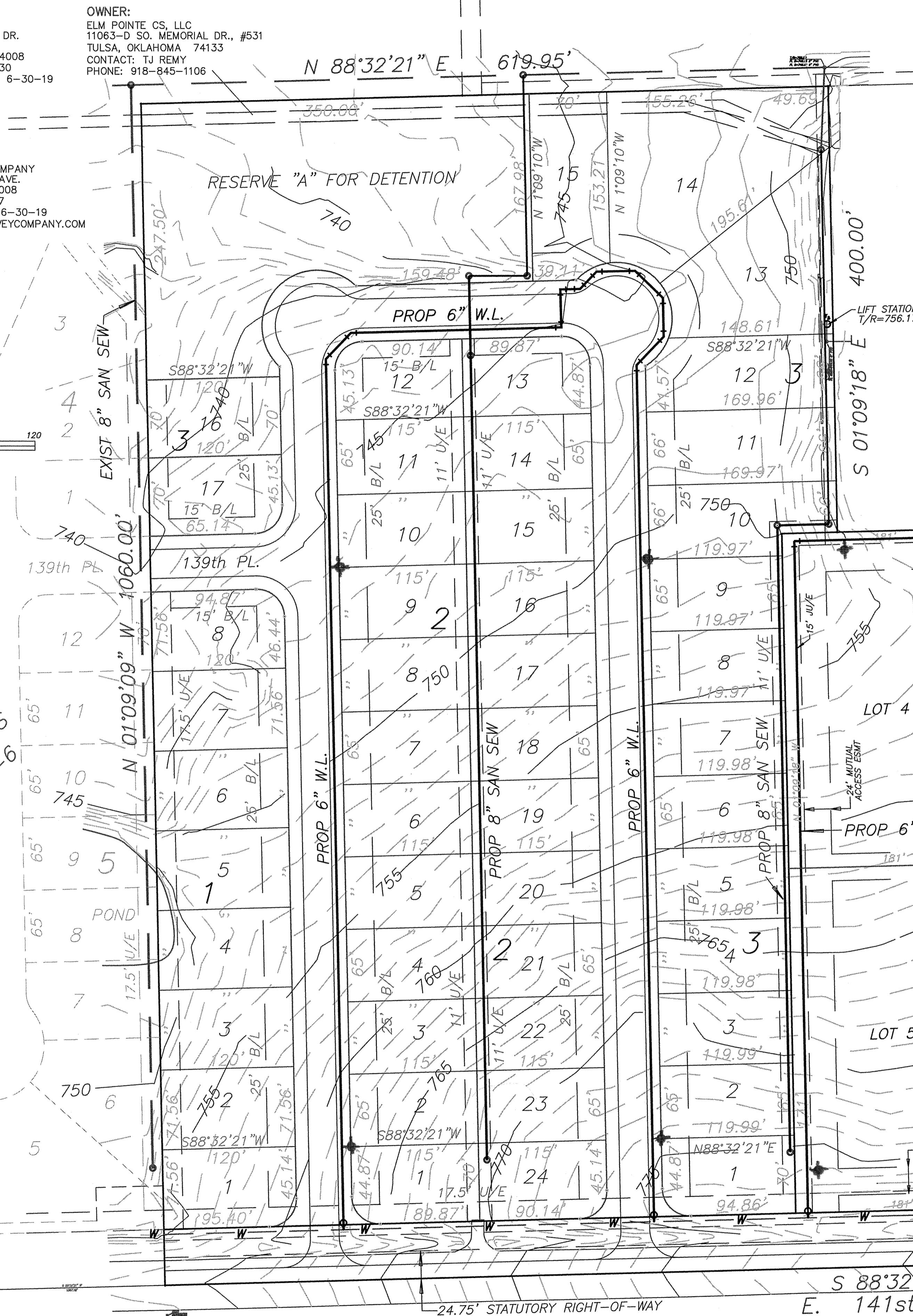
SURVEYOR:  
RYAN DOUDICAN  
OKLAHOMA SURVEY COMPANY  
12509 SO. 71st EAST AVE.  
BIXBY, OKLAHOMA 74008  
PHONE: 918-720-6787  
C.A. NO. 4717 EXP. 6-30-19  
EMAIL: OKLAHOMASURVEYCOMPANY.COM

N  
0 30 60 120  
SCALE: 1" = 60'

12  
4  
13  
140th ST.  
140th PL.

GLENN HILLS  
BLOCKS 1-6

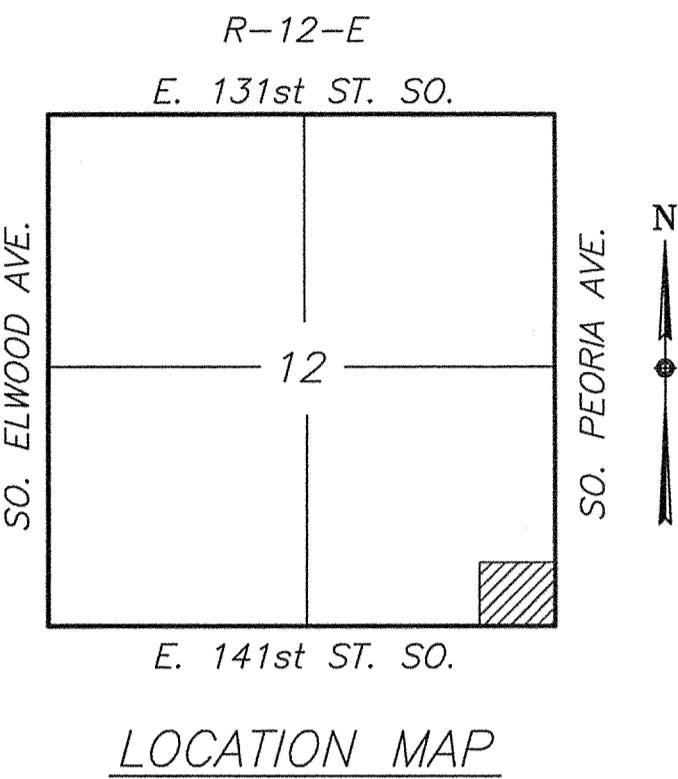
6  
5  
4  
3  
2  
1  
POND



S 88°32'21" W 1280.00'  
E. 141st STREET SOUTH  
ASPHALT PAVING

## CONCEPTUAL UTILITY PLAN ELM POINTE

A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE  
SOUTHEAST QUARTER IN SECTION 12, T-17-N, R-12-E,  
CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA



LOCATION MAP

OKLAHOMA STATE PLANE COORDINATE  
SYSTEM, OKLAHOMA NORTH ZONE  
HORIZONTAL DATUM: NAD 83  
VERTICAL DATUM: NAVD 88

BENCHMARK # 1 ELEVATION = 758.28  
CUT "X" EAST END OF HEADWALL, S.  
SIDE OF 141ST ST., AT S.W. CORNER OF  
SUBJECT PROPERTY

THE BASIS OF BEARINGS FOR THE SURVEY  
SHOWN THEREON IS THE EAST LINE OF THE  
SE/4 OF THE SE/4 OF SAID SECTION 12,  
S 01°09'18"E

THIS PLAT MEETS THE OKLAHOMA MINIMUM  
STANDARDS FOR THE PRACTICE OF LAND  
SURVEYING AS ADOPTED BY THE OKLAHOMA  
STATE BOARD OF LICENSURE FOR  
PROFESSIONAL ENGINEERS AND SURVEYORS.

LEGEND  
B/L BUILDING LINE  
ESMT EASEMENT  
U/E UTILITY EASEMENT  
R.O.W. RIGHT OF WAY  
A.O. ACCESS OPENING  
L.N.A. LIMITS OF NO ACCESS  
M.A.E. MUTUAL ACCESS EASEMENT  
DOC# DOCUMENT NUMBER

FND MAG NAIL  
SE/COR. SE/4, SEC 12  
T-17-N, R-12-E  
BM #2 - 778.52



July 31, 2017

To Whom It May Concern:

RE: Notification of the intent to plat: "ELM POINTE" The proposed subdivision contains 10.76-acres with a plan of creating 8 commercial lots. This tract is located at the northwest corner of East 141<sup>st</sup> Street and South Peoria Ave.

The Planning Commission meeting is scheduled August 14, 2017 at 6:30 p.m. on the 3<sup>rd</sup> Floor of Glenpool City Hall, located at 12205 South Yukon Ave, Glenpool, Oklahoma.

The Planning Commission will hear from the applicant and address the issues raised by Staff and members of the Technical Advisory Committee. The plat will be available for review at City Hall located at 12205 South Yukon Ave and at the Planning Commission meeting. Public comment is welcome.

If you have any questions please do not hesitate to contact me.

Respectfully,

*Rick Malone*

Rick Malone  
City Planner

PLAT No.

ENGINEER/SURVEYOR:  
JR DONELSON, INC.  
12820 SO. MEMORIAL DR.  
OFFICE 100  
BIXBY, OKLAHOMA 74008  
PHONE: 918-394-3030  
C.A. NO. 5611 EXP. 6-30-19

SURVEYOR:  
RYAN DOUDICAN  
OKLAHOMA SURVEY COMPANY  
12509 SO. 71st EAST AVE.  
BIXBY, OKLAHOMA 74008  
PHONE: 918-720-6787  
C.A. NO. 4717 EXP. 6-30-19  
EMAIL: OKLAHOMASURVEYCOMPANY.COM

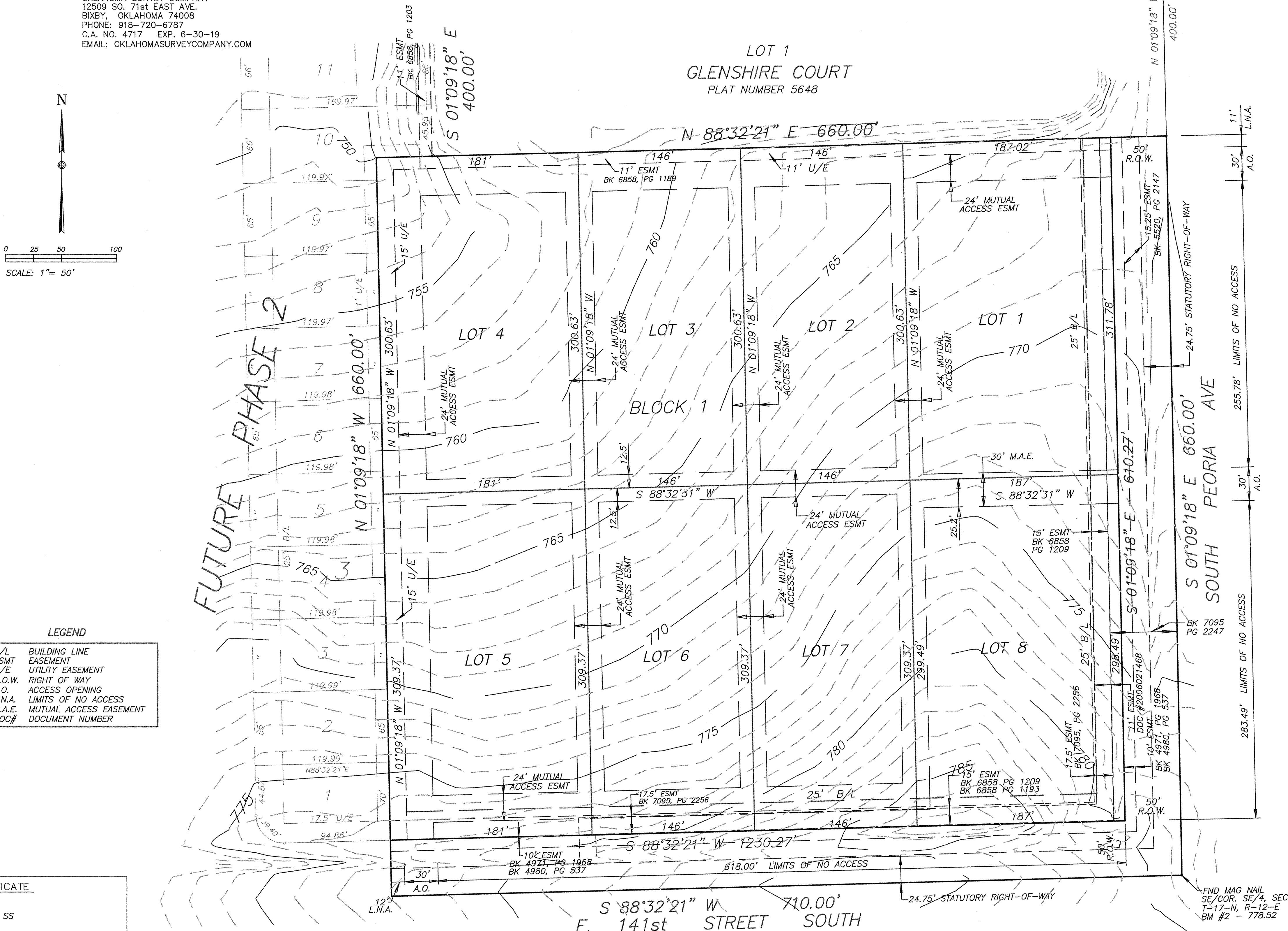
OWNER:  
ELM POINTE CS, LLC  
11063-D SO. MEMORIAL DR., #531  
TULSA, OKLAHOMA 74133  
CONTACT: TJ REMY  
PHONE: 918-845-1106

## PRELIMINARY PLAT

# ELM POINTE

A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE  
SOUTHEAST QUARTER IN SECTION 12, T-17-N, R-12-E,  
CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

**FINAL PLAT  
CERTIFICATE OF APPROVAL**



CERTIFICATE

I, \_\_\_\_\_, Tulsa County Clerk, in and for the County and State of Oklahoma above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
Tulsa County Clerk

Deputy

A STATE PLANE COORDINATE  
OKLAHOMA NORTH ZONE  
SOLID DATUM: NAD 83  
DYNAMIC DATUM: NAVD 88

WORK # 1 ELEVATION = 758.28  
EAST END OF HEADWALL, S.  
41ST ST., AT S.W. CORNER OF  
PROPERTY

RK # 2 ELEVATION = 778.52  
NAIL AT S.W. COR, SE/4, SEC.  
-N, R-12-E, I.M., S.E. CORNER  
CT PROPERTY

THE BASIS OF BEARINGS FOR THE SURVEY  
SHOWN THEREON IS THE EAST LINE OF THE  
SE/4 OF THE SE/4 OF SAID SECTION 12,  
01°09'18" F

THIS PLAT MEETS THE OKLAHOMA MINIMUM  
STANDARDS FOR THE PRACTICE OF LAND  
SURVEYING AS ADOPTED BY THE OKLAHOMA  
STATE BOARD OF LICENSURE FOR  
PROFESSIONAL ENGINEERS AND SURVEYORS.

ELM POINTE

ELM POINTE  
PREPARATION DATE:  
SHEET 1 OF 2

Elm Pointe  
Glenpool, Oklahoma

Adjacent Property Owners

1. John A. Webber and Ann M.

14100 So. Peoria  
Bixby, Oklahoma 74008  
23.21 acres

2. 1493 E. 141<sup>st</sup> Street.

Jeffrey H. Ellard Trust  
P.O. Box 55  
Leonard, Ok. 74043  
37.35 acres.

3. 13900 So. Peoria

Glenshire Court Apartments  
1730 E. Republic Rd., Ste. F  
Springfield, Mo. 65804

4. 13800 So. Peoria

Tulsa County  
South Country Recreation Center

5. 2023 E. 141<sup>st</sup> Street

K & S Developments, Inc.  
12150 E. 96<sup>th</sup> St. No., Suite D  
Owasso, Oklahoma 74055

TO: GLENPOOL PLANNING COMMISSION

FROM: RICK MALONE, CITY PLANNER

RE: **LOT SPLIT GLS#221 (Jesse Powell/Concept Builders)**

Applicant is requesting to join two platted lots into one large lot located at the northwest corner of 134<sup>th</sup> St. & Maple Street which is zoned RS-3.

DATE: August 14, 2017

**BACKGROUND:**

Concept Builders contacted the office asking how to join two platted lots (Lots 1 & 2 Block 2 Pecan Estates) into one lot.

**APPROVAL OR DISAPPROVAL OF A LOT SPLIT SHALL BE BASED UPON THE FOLLOWING GUIDELINES:**

1) **LOT(S) CONFORM TO THE ZONING CODE AND SUBDIVISION REGULATIONS:**

*Both lots are zoned RS-3 and the proposed lot combination exceeds the minimum bulk and area requirements.*

2) **UTILITY EASEMENTS:**

*No additional easements are necessary at this time. If additional easements are required later to service the subject tracts, easements can be filed separately.*

3) **ACCESS AND STREETS:**

*The lots will have access to Maple Street and 134<sup>th</sup> Street per plat.*

4) **SEWAGE DISPOSAL:**

*Both lots have access to sanitary sewer service per plat*

5) **WATER SERVICE:**

*Both lots have access to water service per plat.*

6) **TIE LANGUAGE TO BE PLACED ON DEEDS:**

*TRACT 1 AND TRACT 2 ARE HEREINAFTER REFERRED TO AS THE "COMBINED PARCEL"*  
*Tract 1*

*Lot 1, Block 2 Pecan Estates Addition to the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded plat thereof.*

*Tract 2*

*Lot 2, Block 2 Pecan Estates Addition to the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded plat thereof.*

***THE PROPERTIES IN THE COMBINED PARCEL SHALL NOT BE SOLD, CONVEYED OR MORTGAGED SEPARATE AND APART FROM ANY OF THE OTHER PROPERTY WITHIN THE COMBINED PARCEL.***

**STAFF RECOMMENDATION:**

Staff recommends approval of Lot Split GLS-#221 subject to the staff and TAC requirements as listed above.

**ATTACHMENTS:**

1. Case Map
2. Lot Split configuration diagram.

JOIN  
**LOT SPLIT APPLICATION**

FEE: \$100.00

NOTE: Three copies of a sketch, plat of survey or other type of drawing that will accurately depict the proposed split MUST BE attached to this application.

APPLICATION NO.	GLS-221
S T R	1272
RECEIPT NO.	

THE FOLLOWING INFORMATION IS TO BE SUPPLIED BY APPLICANT	
NAME OF RECORD OWNER <i>CONCEPT BUILDERS Inc</i>	WHAT IS THE PRESENT USE OF THE TRACT? <i>RESIDENTIAL</i>
LEGAL DESCRIPTION OF EXISTING UNDIVIDED TRACT, WHICH YOU PROPOSE TO SPLIT, AS SHOWN ON THE RECORD OF THE COUNTY CLERK. <i>LOT 1 + 2, BLOCK 2 PECAN ESTATES</i>	

FIRST TRACT TO BE CREATED	LEGAL DESCRIPTION OF PROPOSED TRACT  <i>LOT 1 + 2 BLK 2 PECAN ESTATES</i>  <i>THESE TWO LOTS WILL BE TIED TOGETHER BY DEED AND CANNOT BE SEPERATED WITHOUT A LOT SPLIT.</i>	STAFF USE ONLY	SOURCE OF WATER SUPPLY FOR THIS TRACT <input checked="" type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER RWD#2		
		TAC REVIEW	TYPE OF SEWAGE DISPOSAL TO BE AVAILABLE FOR THIS TRACT <input checked="" type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER		
		PC REVIEW	STREET OR STREETS TRACT WILL FACE <i>S. MAPLE STREET</i>		
		INST. RELEASED	PROPOSED USE OF THIS TRACT <i>RESIDENTIAL</i>	LOT SIZE OF PROPOSED TRACT IRR FT. X FT.	
SECOND TRACT TO BE CREATED	LEGAL DESCRIPTION OF PROPOSED TRACT	STAFF USE ONLY	SOURCE OF WATER SUPPLY FOR THIS TRACT <input type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER		
		TAC REVIEW	TYPE OF SEWAGE DISPOSAL TO BE AVAILABLE FOR THIS TRACT <input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER		
		PC REVIEW	STREET OR STREETS TRACT WILL FACE		
		INST. RELEASED	PROPOSED USE OF THIS TRACT	LOT SIZE OF PROPOSED TRACT FT. X FT.	
THIRD TRACT TO BE CREATED	LEGAL DESCRIPTION OF PROPOSED TRACT	STAFF USE ONLY	SOURCE OF WATER SUPPLY FOR THIS TRACT <input type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER		
		TAC REVIEW	TYPE OF SEWAGE DISPOSAL TO BE AVAILABLE FOR THIS TRACT <input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER		
		PC REVIEW	STREET OR STREETS TRACT WILL FACE		
		INST. RELEASED	PROPOSED USE OF THIS TRACT	LOT SIZE OF PROPOSED TRACT FT. X FT.	
FOURTH TRACT TO BE CREATED	LEGAL DESCRIPTION OF PROPOSED TRACT	STAFF USE ONLY	SOURCE OF WATER SUPPLY FOR THIS TRACT <input type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER		
		TAC REVIEW	TYPE OF SEWAGE DISPOSAL TO BE AVAILABLE FOR THIS TRACT <input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER		
		PC REVIEW	STREET OR STREETS TRACT WILL FACE		
		INST. RELEASED	PROPOSED USE OF THIS TRACT	LOT SIZE OF PROPOSED TRACT FT. X FT.	

AS APPLICANT, WHAT IS YOUR INTEREST IN THIS PROPERTY?

PRESENT OWNER  PURCHASER  ATTORNEY FOR OWNER  OTHER

If other than present owner, give name, address and phone number of present owner.

I certify that this information is true and correct.

NAME *JESSE POWELL* ADDRESS *1236 S. LEWIS AVE.  
TULSA OK. 74104* PHONE *918-948-1808*

FOR COMMISSION USE

L. NO. <b>GLS-221</b>	S.T.R. <b>1272</b>	SUBDIVISION NAME <b>PECAN ESTATES</b>			
ZONING REQUIREMENT <b>RS-3</b>	MAJOR STREET PLAN REQUIREMENT <b>PER PLAT</b>	UTILITY EASEMENT NEEDS	HEALTH DEPT. NEEDS <b>NONE</b>		
ACTION RECOMMENDED TO THE PLANNING COMMISSION <b>APPROVAL STC</b>	ACTION TAKEN BY THE PLANNING COMMISSION	DATE <b>8/14/17</b>	CONDITION:		







## STAFF REPORT

TO: GLENPOOL PLANNING COMMISSION  
FROM: RICK MALONE, CITY PLANNER  
RE: SITE PLAN REVIEW: SP-2017-03: (1<sup>st</sup> Baptist Church, Glenpool)  
DATE: AUGUST 14, 2017

### **BACKGROUND:**

Steve Owens with PLS, LLC on behalf of 1<sup>st</sup> Baptist Church, Glenpool is requesting review of a site plan to allow them to remove a temporary modular building and replace it with conventional construction. This tract is located at the northeast corner of 146<sup>th</sup> Street (Main St.) and Broadway and this portion of the subject tract is currently zoned RS-3 (Residential Single Family High Density).

### **PROPERTY CHARACTERISTICS:**

The proposed use of the site is for a one story building to be attached to the existing church building. The proposed use is allowed in the RS-3 zoning district by a previously approved BOA application. The applicant has provided an overall plan and future development will be done in phases. The city attorney has received the request from the applicant to close Birch street from 145<sup>th</sup> Street to 146<sup>th</sup> Street (Main) and if approved, the applicant would request that this street be closed in district court.

### **SITE PLAN REVIEW:**

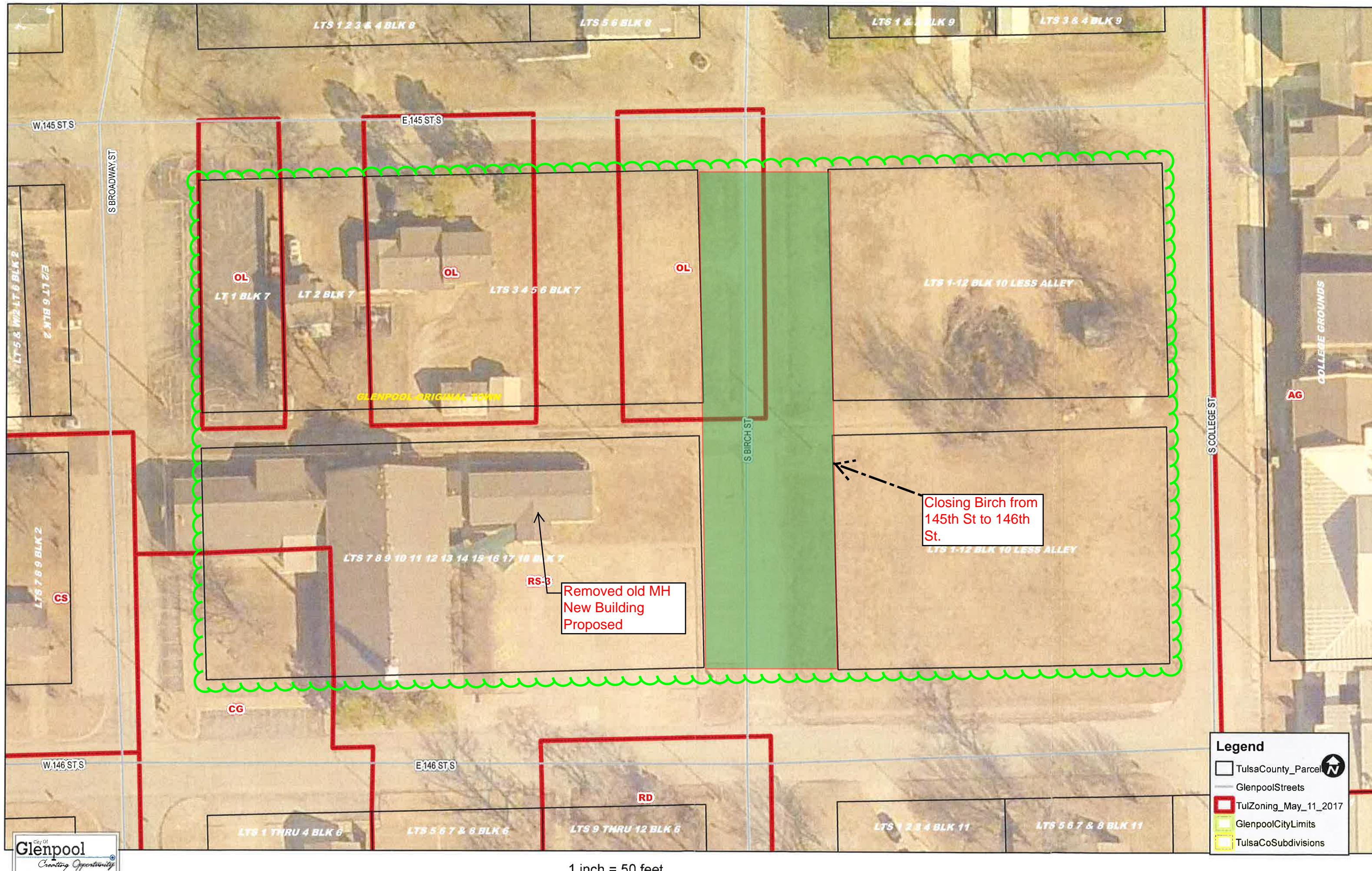
- This entire property is zoned CG/OL & RS-3 and this tract was platted as Lots 1-18 Block 7 and Lots 1-12, Block 10 Glenpool Townsite. The final plat was filed of record on 1/31/08.
- The staff has reviewed the parking provisions of the site plan and they exceed the minimum standards.
- The staff is working with church to provide the landscape plan when they add additional buildings.
- The utility plans were reviewed at the TAC meeting and all necessary utilities and easements are adequate to service this site.
- An Earth Change permit has been submitted and released.
- Grading & Erosion Control were received
- On 7/28/17, the Technical Advisory Committee reviewed the site plan per the subdivision regulations and found that they meet the requirements.
- Sign permit is required for all site and building signage.

### **STAFF RECOMMENDATION:**

The staff recommends approval of the site plan SP-2017-03: (1<sup>st</sup> Baptist Church Glenpool) per TAC and Staff comments listed above.

### **ATTACHMENTS:**

- 1) Case Map
- 2) Site Plan



1 inch = 50 feet

## APPLICATION FOR SITE PLAN REVIEW

Date of application: 7-12-17

REC-  
JUL 20 2017  
BY: ES

- Please see attached application guidelines.
- All plans and surveys must be drawn to scale and noted on plans.
- All documents larger than 8-1/2" x 11" must be folded to that size. Please submit three (3) paper copies of the site plan and one electronic copy in PDF format.
- The current property owner must sign the application or the City's form authorizing the owner's representative to sign the application on behalf of the owner must be submitted.
- A pre-application meeting with City Staff is required prior to the submittal of this application.

Date of pre-application meeting: July 10, 2017

Project Name: First Baptist Church Glenpool

Name of Applicant: Steve Owens PLS, LLC Person (please print) Firm (if applicable) Phone: 918-519-3977

Address: 14492 S. Hwy Ct Bixby OK City/State Zip Code: 74008

Email: SWO.pls@gmail.com FAX: 918-943-6543

Property Owner: First Baptist Church Glenpool Person (please print) Phone: 918-576-3431

Property Owner's Address: 52 E. 145th St South Glenpool OK City/State Zip Code: 74033

Email: vjyarbrough@yahoo.com FAX: \_\_\_\_\_

County: Tulsa Quarter Section: \_\_\_\_\_ Section/Township/Range: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Legal Description of the Tract (may be attached): Attached

General Location/Street Address: 52 E 145th St South Glenpool OK 74033

County Parcel Number: Glenpool Township # 7 (Property Account No): Present Zoning/Use: \_\_\_\_\_

Related case numbers: \_\_\_\_\_ Are the access points platted in accordance with the plat?  Yes  No

Have any variances been approved by the BOA on this property?  Yes  No. If yes, case no. \_\_\_\_\_

Acreage/Parcel Size: \_\_\_\_\_ No. of lots: 5 Building area: 2454 Floor area ratio: \_\_\_\_\_  
(7-12)

Any private deed/plat restrictions on this property, which might impact building setback, height, or use?  Yes  No.

For commercial buildings, Exterior building materials along street frontages: metal with metal wainscot

SIGNATURE OF APPLICANT: Steve Owens RS (Person) Date: \_\_\_\_\_

(Please type or print name of applicant who signed this application): Steve Owens

SIGNATURE OF PROPERTY OWNER: Jason Yarbrough (Person) Date: 7-15-17

(Please type or print name of owner who signed this application): Jason Yarbrough

Received Date: \_\_\_\_\_  
(Date Stamp Here)

APPLICANT DO NOT WRITE BELOW THIS LINE

=====

Date Rec'd: \_\_\_\_\_ Rec'd By: \_\_\_\_\_ Fee: \_\_\_\_\_ Receipt #: \_\_\_\_\_

**PLAN REVIEW:**

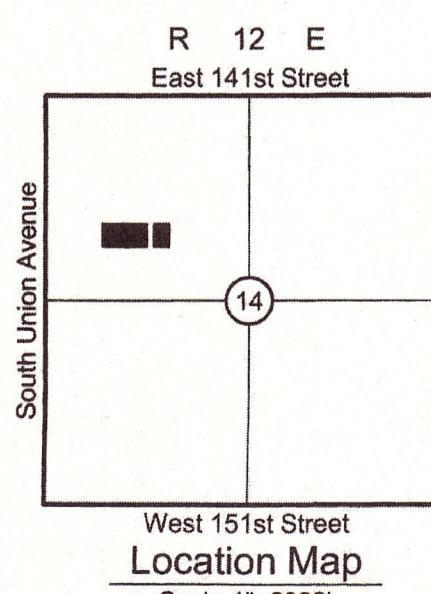
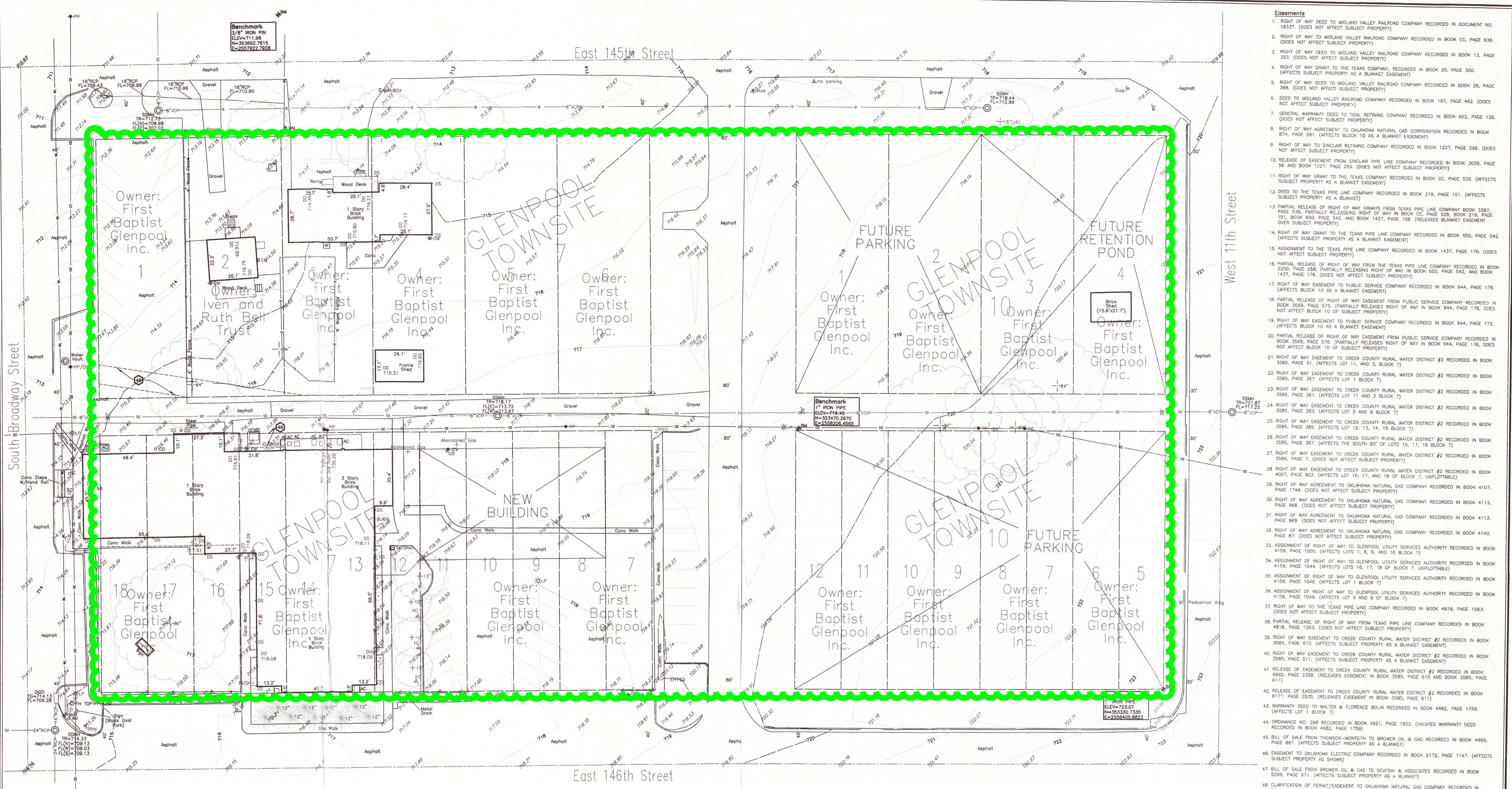
- Site plans will be reviewed by the Community Development staff.
- Community Development staff will schedule a meeting with the Technical Advisory Committee for review of this application. **Applicant is required to attend this meeting.**
- Community Development staff will prepare a recommendation based upon their review and the Technical Advisory Committee meeting and it will be presented to the Planning Commission per schedule. The Planning Commission will vote to approve, approve with conditions or deny the site plan. **Applicant is required to attend this meeting.**
- If the Planning Commission denies your application, the applicant can submit a request with the Community Development staff for an appeal to the City Council within 10 days of the denial. Applicant is required to attend this meeting. This request will be placed on the next available City Council agenda.

Legal Description

LOTS 1 THROUGH 18 OF BLOCK 7, AND LOTS 1 THROUGH 12, BLOCK 10, GLENPOOL TOWNSITE,  
TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 63.

RECORDED  
E TO SURVEYOR AT DATE OF SURVEY.

Bench



#### Utility Statement

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no warrant for underground utilities. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located all underground utilities.

#### Notes

- ABSTRACT OF TITLE OR ATTORNEY'S TITLE OPINION NOT AVAILABLE SURVEYOR AT DATE OF SURVEY.
- ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. (CALL "OKIE" BEFORE DIGGING!)
- THE VERTICAL DATUM FOR THIS SURVEY IS BASED ON NAVD88 GPTA.
- THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED OKLAHOMA PLANE NAD83.

#### Legal Description

LOTS 1 THROUGH 18 OF BLOCK 7, AND LOTS 1 THROUGH 12, BLOCK 10, GLENPOOL TOWNSITE, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, PLAT NO. 63.

50. ASSIGNMENT TO NEW ONG TRANSMISSION COMPANY RECORDED IN BOOK 5745, PAGE 2248. (AFFECTS SUBJECT PROPERTY AS A BLANKET)

51. RIGHT OF WAY AGREEMENT TO OKLAHOMA NATURAL GAS COMPANY RECORDED IN BOOK 1869, PAGE 169. (DOES NOT AFFECT SUBJECT PROPERTY)

52. BILL OF SALE FROM KOCH PIPELINE COMPANY TO OGC PIPELINE RECORDED IN DOC. NO. 2006110525. (MAY AFFECT SUBJECT PROPERTY AS A BLANKET; NO LEGAL PROVIDED)

53. RIGHT OF WAY EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 3935, PAGE 524. (AFFECTS LOT 11 AND 12 BLOCK 10)

54. ASSIGNMENT OF RIGHT OF WAY TO GLENPOOL SERVICES AUTHORITY RECORDED IN BOOK 4159, PAGE 1049. (AFFECTS LOT 5 AND 6 OF BLOCK 7)

55. RIGHT OF WAY EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 3585, PAGE 611. (AFFECTS SUBJECT PROPERTY AS A BLANKET EASEMENT)

40. RIGHT OF WAY EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 4892, PAGE 2358. (RELEASES EASEMENT IN BOOK 3585, PAGE 611)

41. RELEASE OF EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 6171, PAGE 2353. (RELEASES EASEMENT IN BOOK 3585, PAGE 611)

42. RELEASE OF EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 6171, PAGE 2353. (RELEASES EASEMENT IN BOOK 3585, PAGE 611)

43. WARRANTY DEED TO WALTER & FLORENCE BOLIN RECORDED IN BOOK 4882, PAGE 1759. (AFFECTS LOT 1 BLOCK 7)

44. ORDINANCE NO. 268 RECORDED IN BOOK 4821, PAGE 1822. (VACATES WARRANTY DEED RECORDED IN BOOK 4682, PAGE 1759)

45. BILL OF SALE FROM THOMSON-MONTENITH TO BROWER OIL & GAS RECORDED IN BOOK 4999, PAGE 661. (AFFECTS SUBJECT PROPERTY AS A BLANKET)

46. EASEMENT TO OKLAHOMA ELECTRIC COMPANY RECORDED IN BOOK 5172, PAGE 1147. (AFFECTS SUBJECT PROPERTY AS SHOWN)

47. BILL OF SALE FROM BROWER OIL & GAS TO BRYNISH & ASSOCIATES RECORDED IN BOOK 5239, PAGE 611. (AFFECTS SUBJECT PROPERTY AS A BLANKET)

48. CLARIFICATION OF PERMIT/EASEMENT TO OKLAHOMA NATURAL GAS COMPANY RECORDED IN BOOK 6224, PAGE 1905. (DOES NOT AFFECT SUBJECT PROPERTY)

49. ASSIGNMENT TO ONEOK GAS TRANSPORTATION LLC RECORDED IN BOOK 6201, PAGE 127. (AFFECTS SUBJECT PROPERTY AS A BLANKET)

**Easements**

- RIGHT OF WAY DEED TO MIDLAND VALLEY RAILROAD COMPANY RECORDED IN DOCUMENT NO. 18337. (DOES NOT AFFECT SUBJECT PROPERTY)
- RIGHT OF WAY TO MIDLAND VALLEY RAILROAD COMPANY RECORDED IN BOOK CC, PAGE 636. (DOES NOT AFFECT SUBJECT PROPERTY)
- RIGHT OF WAY DEED TO MIDLAND VALLEY RAILROAD COMPANY RECORDED IN BOOK 13, PAGE 323. (DOES NOT AFFECT SUBJECT PROPERTY)
- RIGHT OF WAY GRANT TO THE TEXAS COMPANY, RECORDED IN BOOK 20, PAGE 550. (AFFECTS SUBJECT PROPERTY AS A BLANKET EASEMENT)
- RIGHT OF WAY DEED TO MIDLAND VALLEY RAILROAD COMPANY RECORDED IN BOOK 28, PAGE 398. (DOES NOT AFFECT SUBJECT PROPERTY)
- DEED TO MIDLAND VALLEY RAILROAD COMPANY RECORDED IN BOOK 197, PAGE 462. (DOES NOT AFFECT SUBJECT PROPERTY)
- GENERAL RELEASE OF TIDAL REFINING COMPANY RECORDED IN BOOK 652, PAGE 128. (DOES NOT AFFECT SUBJECT PROPERTY)
- RIGHT OF WAY AGREEMENT TO OKLAHOMA NATURAL GAS CORPORATION RECORDED IN BOOK 874, PAGE 281. (AFFECTS BLOCK 10 AS A BLANKET EASEMENT)
- RIGHT OF WAY GRANT TO SNCAL PIPE LINE COMPANY RECORDED IN BOOK 3039, PAGE 546 AND BOOK 1227, PAGE 299. (DOES NOT AFFECT SUBJECT PROPERTY)
- RIGHT OF WAY GRANT TO THE TEXAS COMPANY RECORDED IN BOOK CC, PAGE 528. (AFFECTS SUBJECT PROPERTY AS A BLANKET EASEMENT)
- DEED TO THE TEXAS PIPE LINE COMPANY RECORDED IN BOOK 219, PAGE 151. (AFFECTS SUBJECT PROPERTY AS A BLANKET)
- PARTIAL RELEASE OF RIGHT OF WAY GRANTS FROM TEXAS PIPE LINE COMPANY RECORDED IN BOOK 3367, PAGE 536. PARTIALLY RELEASING RIGHT OF WAY IN BOOK CC, PAGE 528, BOOK 219, PAGE 151. (DOES NOT AFFECT SUBJECT PROPERTY)
- DEED TO MIDLAND VALLEY RAILROAD COMPANY RECORDED IN BOOK 1437, PAGE 176. (DOES NOT AFFECT SUBJECT PROPERTY)
- PARTIAL RELEASE OF RIGHT OF WAY FROM THE TEXAS PIPE LINE COMPANY RECORDED IN BOOK 2250, PAGE 288. PARTIALLY RELEASING RIGHT OF WAY IN BOOK 650, PAGE 542, AND BOOK 1437, PAGE 178. (DOES NOT AFFECT SUBJECT PROPERTY)
- RIGHT OF WAY EASEMENT TO PUBLIC SERVICE COMPANY RECORDED IN BOOK 944, PAGE 176. (AFFECTS BLOCK 10 AS A BLANKET EASEMENT)
- PARTIAL RELEASE OF RIGHT OF WAY EASEMENT FROM PUBLIC SERVICE COMPANY RECORDED IN BOOK 3569, PAGE 575. (PARTIALLY RELEASES RIGHT OF WAY IN BOOK 944, PAGE 176. DOES NOT AFFECT BLOCK 10 OF SUBJECT PROPERTY)
- RIGHT OF WAY EASEMENT TO PUBLIC SERVICE COMPANY RECORDED IN BOOK 944, PAGE 172. (AFFECTS BLOCK 10 AS A BLANKET EASEMENT)
- PARTIAL RELEASE OF RIGHT OF WAY EASEMENT FROM PUBLIC SERVICE COMPANY RECORDED IN BOOK 3569, PAGE 574. (PARTIALLY RELEASES RIGHT OF WAY IN BOOK 944, PAGE 176. DOES NOT AFFECT BLOCK 10 OF SUBJECT PROPERTY)
- RIGHT OF WAY EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 3585, PAGE 311. (AFFECTS LOT 11, AND 3, BLOCK 7)
- RIGHT OF WAY EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 3585, PAGE 357. (AFFECTS LOT 1 BLOCK 7)
- RIGHT OF WAY EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 3585, PAGE 361. (AFFECTS LOT 11 AND 3 BLOCK 7)
- RIGHT OF WAY EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 3585, PAGE 363. (AFFECTS LOT 5 AND 6 BLOCK 7)
- RIGHT OF WAY EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 3585, PAGE 365. (AFFECTS LOT 12, 13, 14, 15, BLOCK 7)
- RIGHT OF WAY EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 3585, PAGE 367. (AFFECTS THE SOUTH 80' OF LOTS 16, 17, 18 BLOCK 7)
- RIGHT OF WAY EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 3586, PAGE 7. (DOES NOT AFFECT SUBJECT PROPERTY)
- RIGHT OF WAY EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 4007, PAGE 903. (AFFECTS LOT 16, 17, AND 18 OF BLOCK 7, UNPLATABLE)
- RIGHT OF WAY AGREEMENT TO OKLAHOMA NATURAL GAS COMPANY RECORDED IN BOOK 4107, PAGE 1749. (DOES NOT AFFECT SUBJECT PROPERTY)
- RIGHT OF WAY AGREEMENT TO OKLAHOMA NATURAL GAS COMPANY RECORDED IN BOOK 4113, PAGE 968. (DOES NOT AFFECT SUBJECT PROPERTY)
- RIGHT OF WAY AGREEMENT TO OKLAHOMA NATURAL GAS COMPANY RECORDED IN BOOK 4113, PAGE 989. (DOES NOT AFFECT SUBJECT PROPERTY)
- RIGHT OF WAY AGREEMENT TO OKLAHOMA NATURAL GAS COMPANY RECORDED IN BOOK 4140, PAGE 87. (DOES NOT AFFECT SUBJECT PROPERTY)
- ASSIGNMENT OF RIGHT OF WAY TO GLENPOOL UTILITY SERVICES AUTHORITY RECORDED IN BOOK 4159, PAGE 1049. (AFFECTS LOTS 7, 8, 9, AND 10 BLOCK 7)
- ASSIGNMENT OF RIGHT OF WAY TO GLENPOOL UTILITY SERVICES AUTHORITY RECORDED IN BOOK 4159, PAGE 1044. (AFFECTS LOTS 16, 17, 18 OF BLOCK 7, UNPLATABLE)
- ASSIGNMENT OF RIGHT OF WAY TO GLENPOOL UTILITY SERVICES AUTHORITY RECORDED IN BOOK 4159, PAGE 1046. (AFFECTS LOT 1 BLOCK 7)
- ASSIGNMENT OF RIGHT OF WAY TO GLENPOOL UTILITY SERVICES AUTHORITY RECORDED IN BOOK 4159, PAGE 1049. (AFFECTS LOTS 5 AND 6 OF BLOCK 7)
- RIGHT OF WAY TO THE TEXAS PIPE LINE COMPANY RECORDED IN BOOK 4818, PAGE 1583. (DOES NOT AFFECT SUBJECT PROPERTY)
- PARTIAL RELEASE OF RIGHT OF WAY FROM TEXAS PIPE LINE COMPANY RECORDED IN BOOK 4818, PAGE 1583. (DOES NOT AFFECT SUBJECT PROPERTY)
- RIGHT OF WAY EASEMENT FROM CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 3585, PAGE 611. (AFFECTS SUBJECT PROPERTY AS A BLANKET EASEMENT)
- RIGHT OF WAY EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 3585, PAGE 611. (AFFECTS SUBJECT PROPERTY AS A BLANKET EASEMENT)
- RELEASE OF EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 6171, PAGE 2358. (RELEASES EASEMENT IN BOOK 3585, PAGE 611)
- RELEASE OF EASEMENT TO CREEK COUNTY RURAL WATER DISTRICT #2 RECORDED IN BOOK 6171, PAGE 2353. (RELEASES EASEMENT IN BOOK 3585, PAGE 611)
- WARRANTY DEED TO WALTER & FLORENCE BOLIN RECORDED IN BOOK 4882, PAGE 1759. (AFFECTS LOT 1 BLOCK 7)
- ORDINANCE NO. 268 RECORDED IN BOOK 4821, PAGE 1822. (VACATES WARRANTY DEED RECORDED IN BOOK 4682, PAGE 1759)
- BILL OF SALE FROM THOMSON-MONTENITH TO BROWER OIL & GAS RECORDED IN BOOK 4999, PAGE 661. (AFFECTS SUBJECT PROPERTY AS A BLANKET)
- EASEMENT TO OKLAHOMA ELECTRIC COMPANY RECORDED IN BOOK 5172, PAGE 1147. (AFFECTS SUBJECT PROPERTY AS SHOWN)
- BILL OF SALE FROM BROWER OIL & GAS TO BRYNISH & ASSOCIATES RECORDED IN BOOK 5239, PAGE 611. (AFFECTS SUBJECT PROPERTY AS A BLANKET)
- CLARIFICATION OF PERMIT/EASEMENT TO OKLAHOMA NATURAL GAS COMPANY RECORDED IN BOOK 6224, PAGE 1905. (DOES NOT AFFECT SUBJECT PROPERTY)
- ASSIGNMENT TO ONEOK GAS TRANSPORTATION LLC RECORDED IN BOOK 6201, PAGE 127. (AFFECTS SUBJECT PROPERTY AS A BLANKET)

#### Topographic Survey of First Baptist Glenpool Tulsa County, Oklahoma

**Surveyor's Certification**  
We, the surveyors herein, hereby certify that the topographic information herein represents a survey performed under direct supervision and is true and correct to the best of our knowledge.

This plan of survey meets the minimum technical standards, as adopted by the Board of Registration for Professional Land Surveyors for the State of Oklahoma.  
DATE OF LAST FIELD WORK: AUGUST 20th, 2015  
WITNESS MY HAND AND SEAL THIS 31st DAY OF MAY, 2017.

BENNETT SURVEYING, INC.  
CLIFF BENNETT  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1815

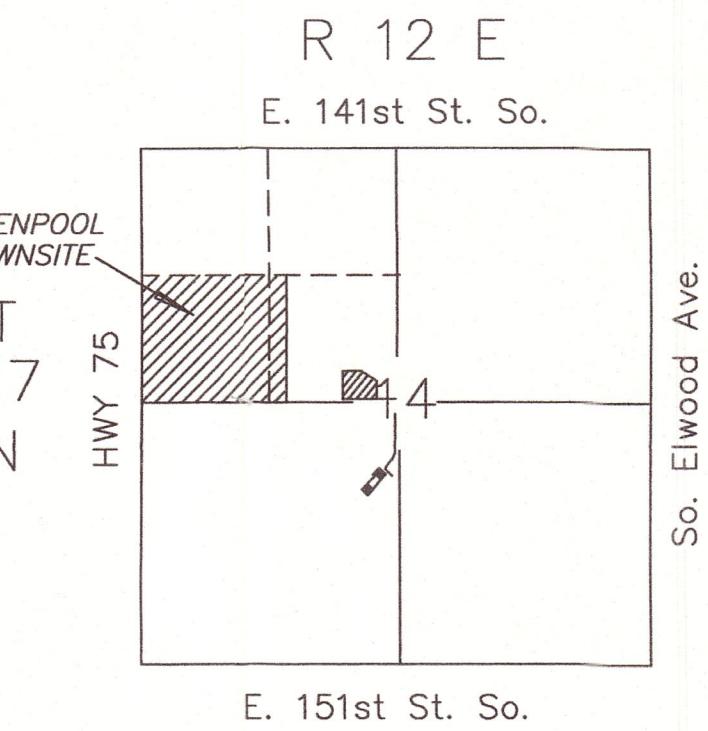
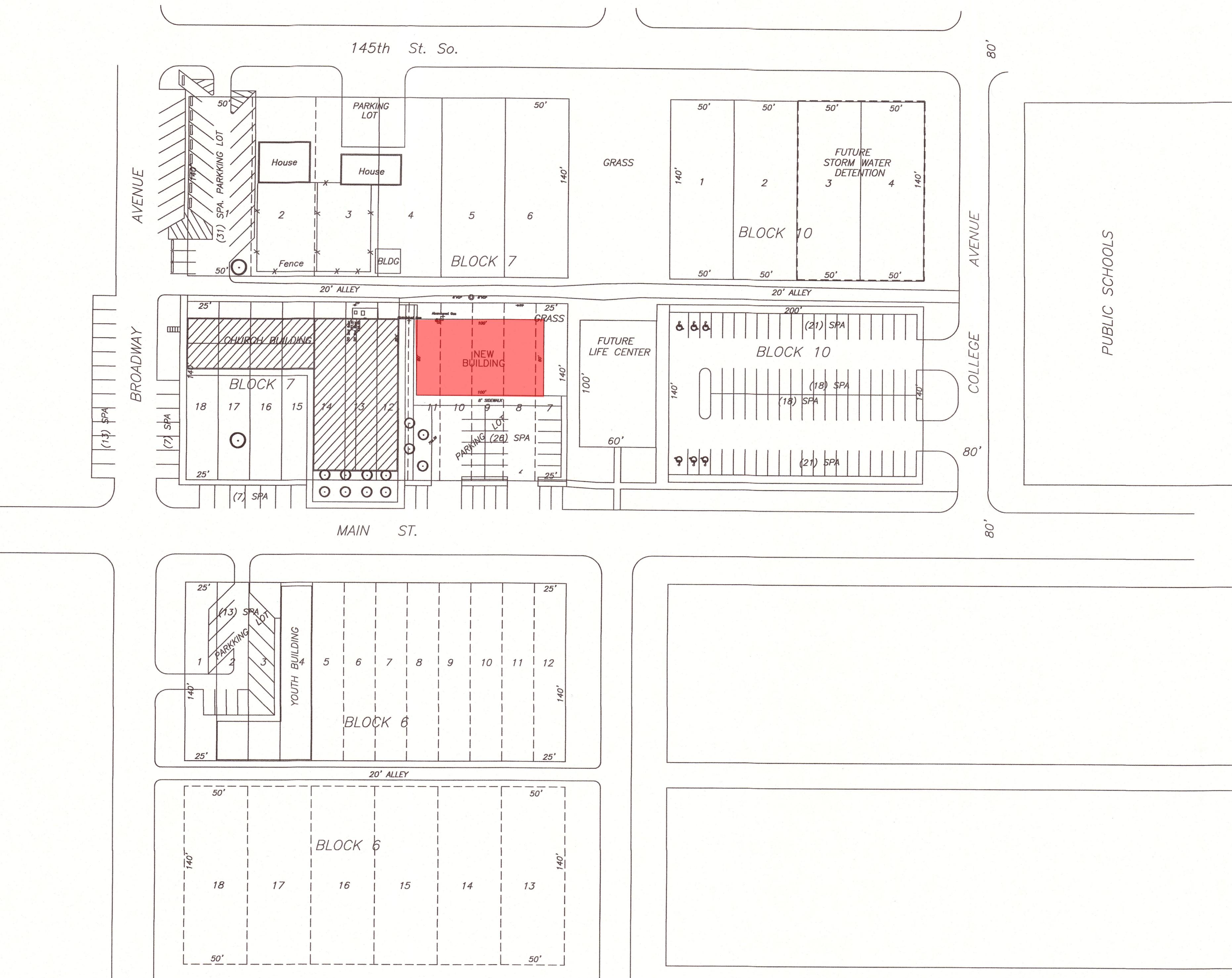
REVISIONS	BY	DATE
PRO.BLDG,PARK,POND,OB		05/31/17
FILE: 1712.14 SURVEY BY: FW SURVEY DATE: 08/20/15		
ORDER: 152001 DRAWN BY: ABS SCALE: 1"=20'		
ORIG. DOC. DATE: 08/26/15 CHECKED BY: CDB		SHEET 1 OF 1

Benchmark Notes	
Benchmark	Benchmark
PK NAIL	3/8" IRON PIN
	ELEV=711.98
	N=353470.9153
	E=2557756.6006
	E=2557756.7928
Benchmark	Benchmark
1" IRON PIPE	1" IRON PIPE
ELEV=719.46	ELEV=723.07
N=353470.6270	N=353330.7335
E=2558205.4955	E=2558405.8823
Legend	
AC	AIR CONDITIONING UNIT
CO	BENCHMARK
CONC	SANITARY SEWER CLEANOUT
DD	DOOR OPENING
DS	DOOR
ELEV	ELEVATION
FH	FLY HYDRANT
FL	FLOWLINE
GP	GUARD POST
GR	HANDICAP PEDESTAL
GRSR	TOP OF RIM
HC	VERTICAL CLAY PIPE
ICV	WATER METER
	WATER VALVE
LP	LIGHT POLE
OP	OVERHEAD ELECTRIC
PVC	POWER POLE
RCP	REINFORCED CONCRETE PIPE
SC	SUPPORT COLUMN
SDMH	STORM DRAIN MANHOLE
SSMH	SANITARY SEWER MANHOLE
TC	TOP OF CURB
TO	TOP OF GRADE
TR	TRIPOD
VCP	VERTICAL CLAY PIPE
W	WATER
WM	WATER METER
WV	WATER VALVE

R. 12 E		
East 141st Street		
South Union Avenue		
Scale: 1"=20'		
T 17 N		
South Elm Street		
Scale 1"=2000'		
West 151st Street		
Location Map		
Scale 1"=2000'		

OWNER:  
FIRST BAPTIST CHURCH of GLENPOOL  
52 E. 145th Street South  
GLENPOOL, OK. 74033  
918-322-5229

# FIRST BAPTIST CHURCH of GLENPOOL GLENPOOL, OKLAHOMA PROPOSED SITE



SCALE: 1"=50'

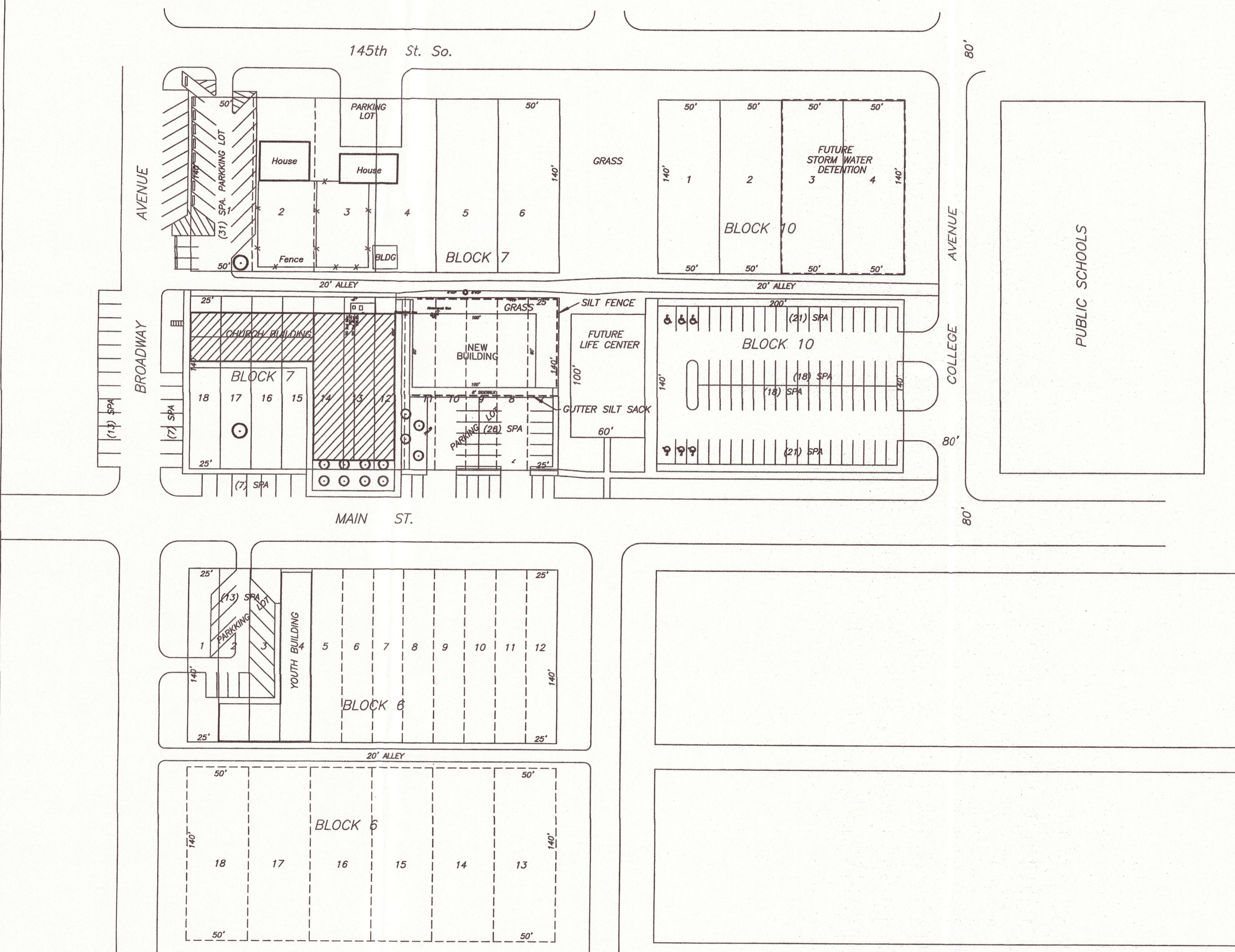
## LOCATION MAP



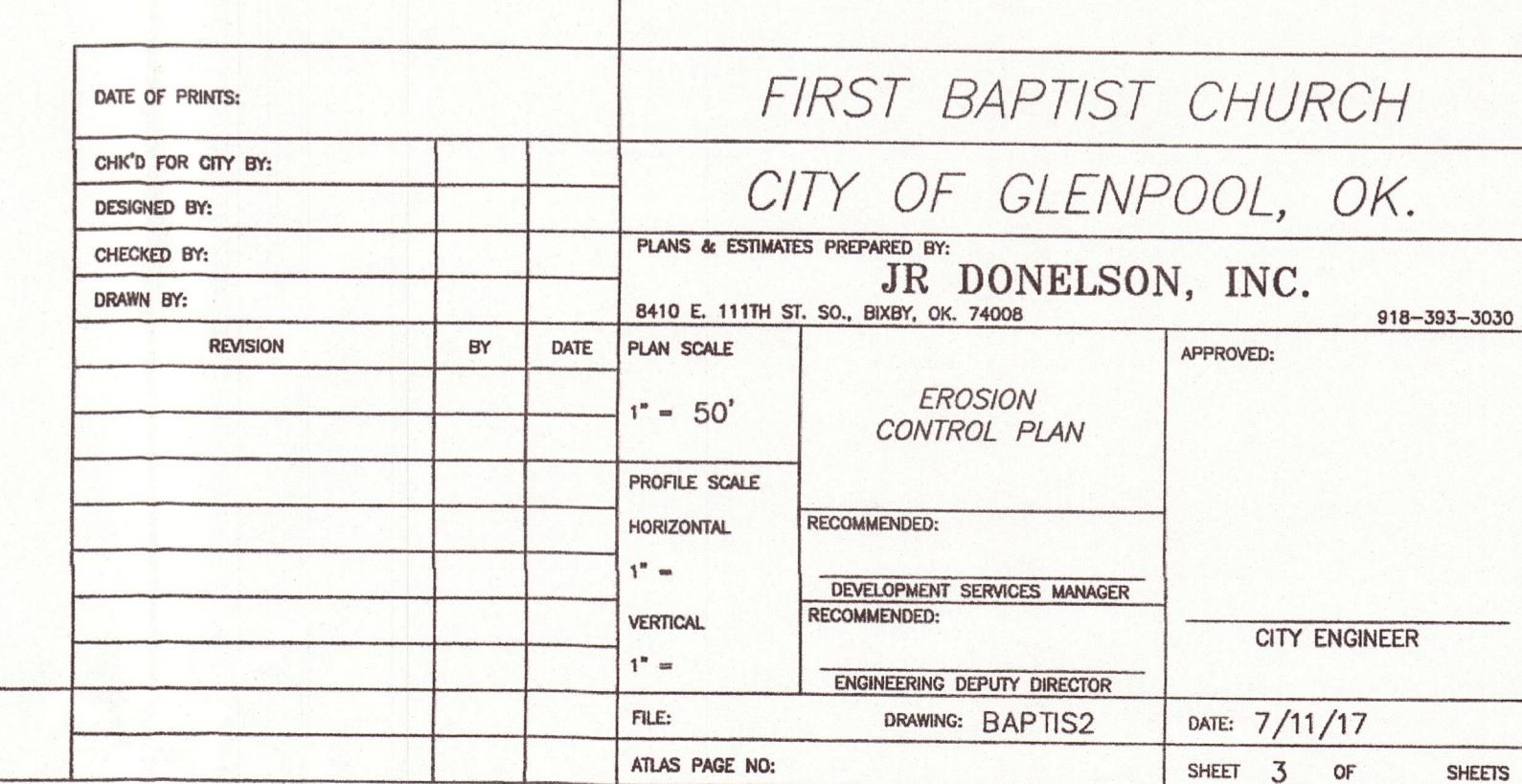
DATE OF PRINTS:	FIRST BAPTIST CHURCH		
CHK'D FOR CITY BY:	CITY OF GLENPOOL, OK.		
DESIGNED BY:	JR DONELSON, INC.		
CHECKED BY:	PLANS & ESTIMATES PREPARED BY		
DRAWN BY:	8410 E. 111TH ST. SO., BIXBY, OK. 74008		
REVISION	BY	DATE	PLAN SCALE
			1" = 50'
			PROFILE SCALE
			HORIZONTAL
			1" =
			RECOMMENDED:
			VERTICAL
			1" =
			DEVELOPMENT SERVICES MANAGER
			RECOMMENDED:
			ENGINEERING DEPUTY DIRECTOR
			FILE: DRAWING: BAPTIS2
			DATE: 6/15/2017
			ATLAS PAGE NO:
			SHEET 2 OF SHEETS

OWNER:  
FIRST BAPTIST CHURCH of GLENPOOL  
52 E. 145th Street South  
GLENPOOL, OK. 74033  
918-322-5229

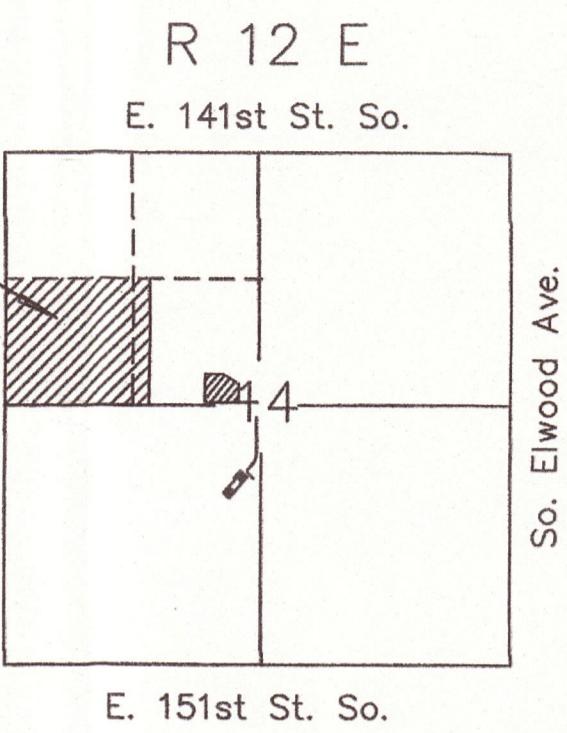
# FIRST BAPTIST CHURCH of GLENPOOL GLENPOOL, OKLAHOMA PROPOSED SITE



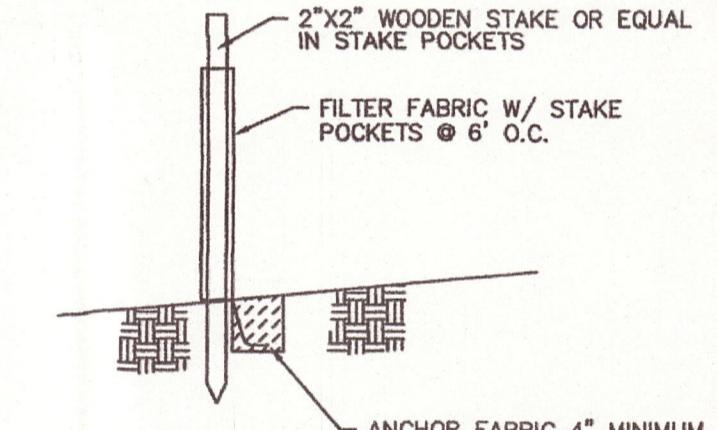
COPYRIGHT  
DATE OF PR



SCALE: 1"=50'



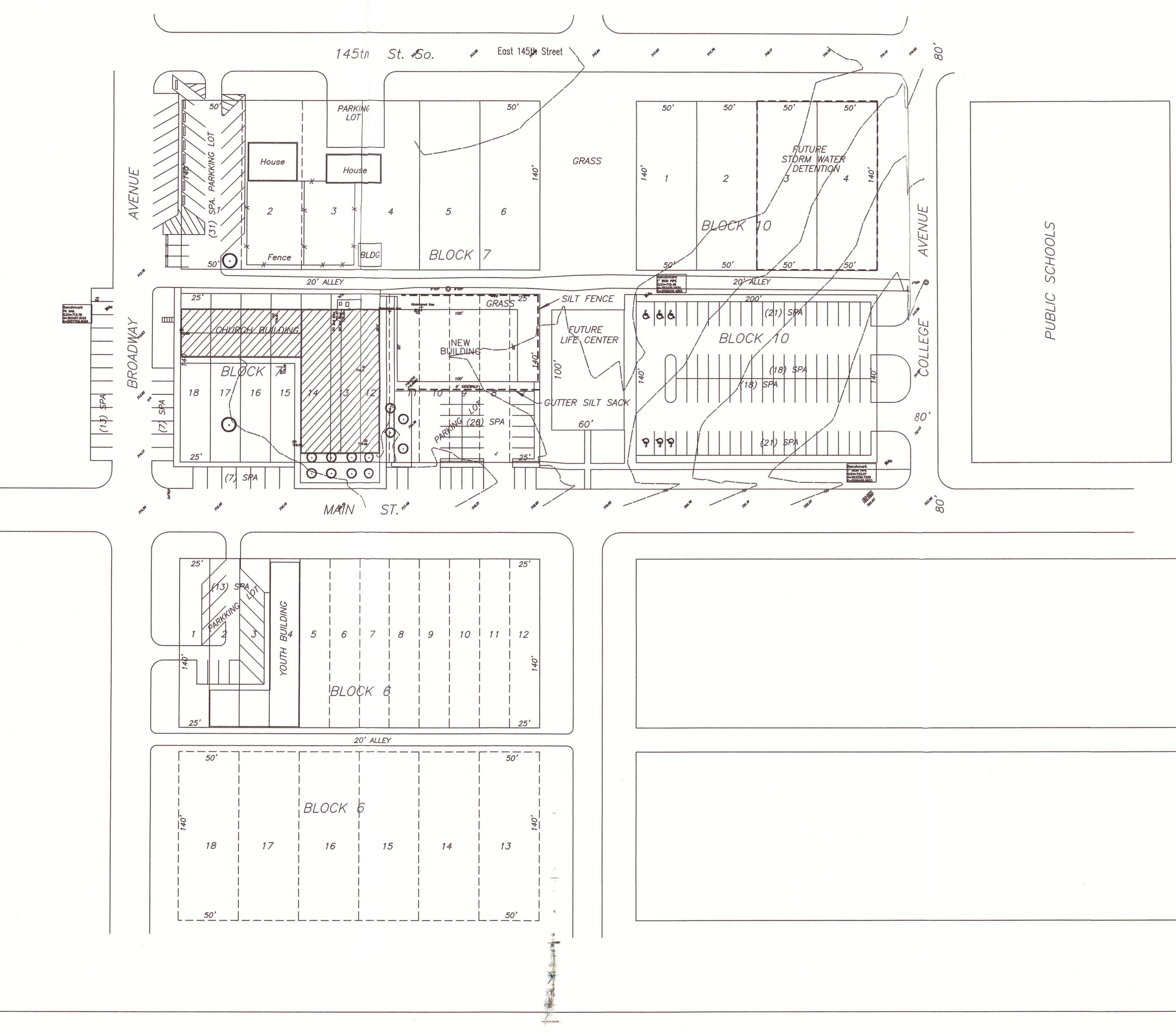
## LOCATION MAP



DETAIL  
SILT FENCE

OWNER:  
FIRST BAPTIST CHURCH of GLENPOOL  
52 E. 145th Street South  
GLENPOOL, OK. 74033  
918-322-5229

FIRST BAPTIST CHURCH of GLENPOOL  
GLENPOOL, OKLAHOMA  
PROPOSED SITE



COPYRIGHT

DATE OF PRINTS:			FIRST BAPTIST CHURCH		
CHK'D FOR CITY BY:			CITY OF GLENPOOL, OK.		
DESIGNED BY:			PLANS & ESTIMATES PREPARED BY: <b>JR DONELSON, INC.</b>		
CHECKED BY:			8410 E. 111TH ST. SO., BIXBY, OK. 74008		
DRAWN BY:			918-393-3030		
REVISION	BY	DATE	PLAN SCALE 1" = 50'	GRADING PLAN	APPROVED:
			PROFILE SCALE HORIZONTAL 1" =	RECOMMENDED:	CITY ENGINEER
				DEVELOPMENT SERVICES MANAGER	
				RECOMMENDED:	
			VERTICAL 1" =	ENGINEERING DEPUTY DIRECTOR	
			FILE:	DRAWING: BAPTIS2	DATE: 7/11/17
			ATLAS PAGE NO:		SHEET 3 OF SHEETS