TO:	GLENPOOL CITY COUNCIL
FROM:	JAMES MCHENDRY AICP, CITY PLANNER
RE:	STAFF RECOMMENDATION FINAL PLAT BROOKOVER CORNER I
DATE:	February 19, 2019

### **BACKGROUND:**

AAB Engineering, LLC has submitted two Final Plat applications, for (1) "Brookover Corner I" and (2) "Brookover Corner II," covering 26.67 acres and 25.11 acres, respectively, generally located at the northeast corner of 151st St. (State Hwy 67) & U.S. Hwy 75.

Development will have access to S. Casper St. / E. 150th Place highway frontage roads and a new commercial collector street connecting the north and south ends and providing access to interior lots. The Casper St. / Broadway Street / 150th Place / State Hwy 67 intersection will be modified at the south entrance to the development. Because frontage roads are within ODOT right-of-way for Federal and State highways, applicant will secure ODOT permit(s) for street intersections and roadway modifications within the R/W.

Applicant was issued Earth Change Permit allowing site clearing and grading. Upon completion of grading, applicant will secure FEMA approval of a Letter Of Map Revision based on Fill (LOMR-F), removing elevated areas from 100-Year (1% Annual Chance) Regulatory Floodplain on official FEMA Floodplain Maps.

However, per the Applicant, the LOMR-F will not be secured until after the plat has been recorded, meaning certain building lots or portions thereof will be within the FEMA 100-Year Regulatory Floodplain at plat filing. The Applicant has stated that this sequence is preferable so LOMR-F will reflect platted legal descriptions, avoiding future misunderstandings were the LOMR-F is issued with the metes and bounds descriptions. The Glenpool Subdivision Regulations require regulatory floodplain be contained within drainage easements and/or reserve areas and has certain restrictions on platting building lots in the regulatory floodplain.

A majority of the site is to be platted as Reserve Areas to contain the post-construction 100-Year (1% Annual Chance) Regulatory Floodplain attending Coal Creek, compensatory storage areas excavated to provide fill for buildable lots, drainage channels, and onsite stormwater detention. A large drainageway crosses from the southwest corner of 151st St. / State Hwy 67 and U.S. Hwy 75 northeasterly through the interchange to the subject property and will be channelized through the site to its confluence with Coal Creek. The site ultimately drains to the northwest via Coal Creek.

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The first phase plat contains five (5) large lots and the second phase plat contains three (3) large lots. Upon platting, it is anticipated that certain individual sale tracts will be separated by Lot-Split and/or replats.

To accommodate better buildable areas, an existing sanitary sewer line will be rerouted through the development and part of a 15'-wide Utility Easement containing same will be closed. An application to close the U/E has been received and is being reviewed on the same TAC, Planning Commission, and City Council meeting agendas as the Final Plats.

### ZONING:

Subject property is zoned CG Commercial General.

### TAC MEETING:

Final application materials for the Brookover Corner I were reviewed by the TAC at the 01/25/2019 meeting.

- Per AAB Engineering, LLC, additional grading and site elevation required; fill to come from deepening onsite compensatory storage borrow pits
- Discussed sequencing of FEMA LOMR-F and possibility of not showing "Proposed Floodplain"
- Discussed status of U.S. Army Corps of Engineers 404 permitting

## PLANNING COMMISSION

On 02/11/2019 the Planning Commission reviewed the final plat application and voted 5-0 to recommend approval of the Final Plat of **Brookover Corner I** subject to conditions of approval as listed below.

### **RECOMMENDATION:**

Staff recommends approval of the Final Plat of **BROOKOVER CORNER I** subject to the following corrections, modifications, and Conditions of Approval:

- 1. Subject to TAC recommendations.
- Subject to a Modification/Waiver per Subdivision Regulations Ordinance # 747 (SRs) Section 1236 from restrictions on platting building lots in the 100-year (1% Annual Chance) Regulatory Floodplain per SRs Sections 125A3.C.11., 125A6.C.12., 1268, and potentially others.

Staff is supportive of such a Modification/Waiver based on (1) the fact the buildable lots will have been elevated up and out of the Regulatory Floodplain by the time of plat filing and (2) the ultimate design will comply with the spirit and intent of the requirements, notwithstanding the irregular sequencing of plat filing and LOMR-F approval.

3. Please add the required Floodplain statement as required by SRs Section 125A6.C.12:

"The outer limits of the fully urbanized 100 year event (1 percent per year) floodplain are fully contained within the drainage easements and/or reserve areas as shown herein."

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The statement may be appropriately qualified to recognize the sequencing of filing the plat prior to FEMA recognition of the revised Floodplain and removal of the platted building lots from the official FEMA Floodplain Maps. The statement may be consolidated with the existing "Floodplain" note.

- 4. All requests for Modification/Waiver must be submitted by the Applicant in writing per SRs Section 1236.
- 5. Plat Face: "Proposed Floodplain" should be defined; may be addressed by the modified note per SRs Section 125A6.C.12. and/or "Floodplain" note.
- 6. Plat Face: 60.25' boundary dimension and associated bearing are missing.
- 7. Plat Face: Bearings for 340.00' dimension along the southerly line of Reserve "C" do not match.
- 8. Plat Face: Please label South Casper Street in situ.
- Plat Face: Reserve "D" will likely have utilities crossing through; consider dedicating as U/E.
- 10. Plat Face: Reserve "B" is additionally dedicated as a U/E in the DoD/RCs but is not so labeled on the plat face.
- 11. Plat Face: 50' X 50' [cell tower] lease is not identified as to whose lease or the type of lease. Advisory.
- 12. Plat Face: "Maintenance Easement," "Drainage Easement," and "15' Pipeline Easement" should be identified as to whom the easements were granted or present holder(s) if different. Advisory.
- 13. Plat Face: The south line of the SW/4 continues beyond that point the likely terminus of the 1294.12' dimension from POC. Clarification may be in order.
- 14. Plat Face: Reserve Areas "A" and "C" are not also dedicated as Utility Easements. SRs Section 1267.B. calls for a standard 17.5'-wide Perimeter U/E unless modified or determined unnecessary by the TAC.
- 15. Plat Face: Subdivision Statistics summary: Reserve "D" is reported to have 0.00 acres in error.
- 16. Plat Face: Subdivision Statistics summary: Reserve areas are cited without quotations marks. Advisory.
- 17. Plat Face: Subdivision Data summary: Basis of Bearings should be North-<u>East</u> as shown in situ.
- 18. Plat Face: U/E Book 4918 Page 19, Book 4919 Page 1827, and Book 4928 Page 522 not identified as to width(s). Advisory.
- 19. Plat Face: 15' U/E split by Block 1, Lots 2/3 common line is potentially ambiguous (15' within Lot 2 and X' within Lot 3?). Please dimension the relative portions within each lot or clarify appropriately.
- Plat Face: North-south Easement (for sewerline?) along the fronts of Lots 2 and 3, Block
  1 should be identified as to type, width, recording citation(s), dimensions, bearings, and
  lot intersection ties as appropriate.

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- Plat Face: Type and width of [Utility Easement] not identified along southerly line of Block
   Advisory.
- 22. Plat Face: Location Map: "West" prefixes would not be accurate for those parts east of Broadway Street/projected and "South" suffixes for 141<sup>st</sup> Street and 151<sup>st</sup> Street not required within Glenpool. Advisory.
- 23. Plat Face: Numerous existing and proposed (by this plat) Easements should be tied down where they intersect lotlines. Advisory.
- 24. Plat Face: Add Limits of No Access (LNA) if/as required by ODOT or the City of Glenpool.
- 25. DoD/RCs: If required, add LNA restriction language in the DoD/RCs and provide that the same may be amended or released by the Glenpool Planning Commission and the Glenpool City Council per SRs Section 12617.A.
- 26. DoD/RCs Preamble: "...hereinafter referred to as the "Owners"..." (plural) is inconsistently so rendered throughout DoD/RCs and is more commonly rendered "Owner."
- 27. DoD/RCs Section I.A.: "...The Owner <u>herein</u> imposes..." term "hereby" is normally expected here to effect the restrictions.
- 28. DoD/RCs Section I.C.7.: "...In the event the Property Owners' Association fail to pay..." should likely be "should fail" or "fails."
- 29. DoD/RCs Section I.D.2.: "Pole signs shall be allowed in the reserves." The [billboard], as mentioned to City Staff, should be specific as to type (e.g. "billboard" or "outdoor advertising sign") and specific to Reserve "A." Reserve "C" has no highway frontage.
- 30. DoD/RCs Section I.D.3.: Enforcement responsible entity should be the POA per the Community Development Director. Please modify all instances appropriately.
- 31. DoD/RCs Sections I.C., I.D., & I.E.: Cite Reserves "A," "B," "C," and "D" with singular quotation marks. Advisory.
- 32. DoD/RCs Section I.E.: Describes Reserves "B" and "C" and not "D."
- 33. DoD/RCs Section I.E.: Missing term "Owners'" in POA.
- 34. DoD/RCs Section I.E.: Occurrence of "Homeowners' Association" instead of POA.
- 35. DoD/RCs Section I.H.4.: Formatting error.
- 36. DoD/RCs Section I.J.: Needs to specify developer's responsibility for constructing sidewalks along Reserve Areas.
- 37. DoD/RCs Section II.: Property Owners' Association language should be modified to reflect that mandatory membership, dues, and other association benefits and obligations extend to owners of tracts which may be split from platted lots.
- 38. DoD/RCs Section II.: Uses Arabic numerals for section headers instead of capitalized letters as used elsewhere throughout DoD/RCs.
- 39. DoD/RCs Section II.1.: Consider referencing pending plat of "Brookover Corner II" as concerns membership in the POA.

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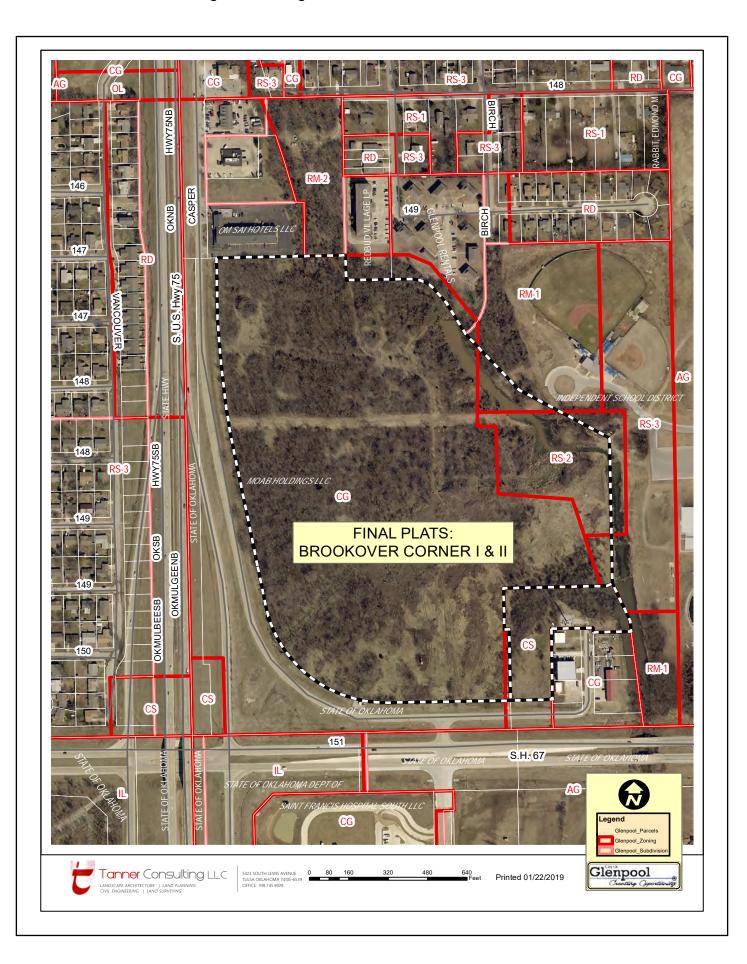
- 40. DoD/RCs Section II.2.: Please replace term "may" with "shall" (mandatory) in the following "...Membership shall be appurtenant to and <u>shall</u> not be separated..."
- 41. DoD/RCs Section II.2.: Occurrence of "Brookover Cornerl" POA.
- 42. DoD/RCs Section II.2.: References [DoD/RCs] Section IV. which does not exist.
- 43. DoD/RCs Section II.2.: References "Architectural Committee" not elsewhere formed or identified in the DoD/RCs.
- 44. DoD/RCs Section III.: Two (2) underlined Section I titles "Utilities" which does not match full name for same ("Public Streets and Utilities").

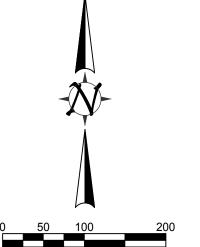
### ATTACHMENTS:

- 1. Case Map
- 2. Final Plat of "Brookover Corner I"

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DRAWING SCALE: 1"= 100'

# **CURVE TABLE**

CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING				
C1	33.36'	755.00'	33.35'	S46°17'24"E				
C2	25.47'	695.00'	25.47'	S46°30'21"E				
C3	177.06'	220.00'	172.32'	N24°29'57"W				
C4	225.35'	280.00'	219.32'	N24°29'57"W				
C5	15.71'	5.00'	10.00'	N88°33'27"E				
C6	15.71'	5.00'	10.00'	S88°33'27"W				

ENGINEER/SURVEYOR AAB ENGINEERING LLC

CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020 PO BOX 2136 SAND SPRINGS, OK 74063 PHONE: 918.514.4283 FAX: 918.514.4288 EMAIL: ALAN @ AABENG.COM

**OWNER/DEVELOPER** MOAB HOLDINGS GLENPOOL, LLC 9924 S. JAMESTOWN AVE. TULSA, OK 74112

POC

OF SECTION 14, T-17-N R-12-E

**CERTIFICATE OF APPROVAL** 

CITY PLANNING COMMISSION APPROVAL

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

CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL ON

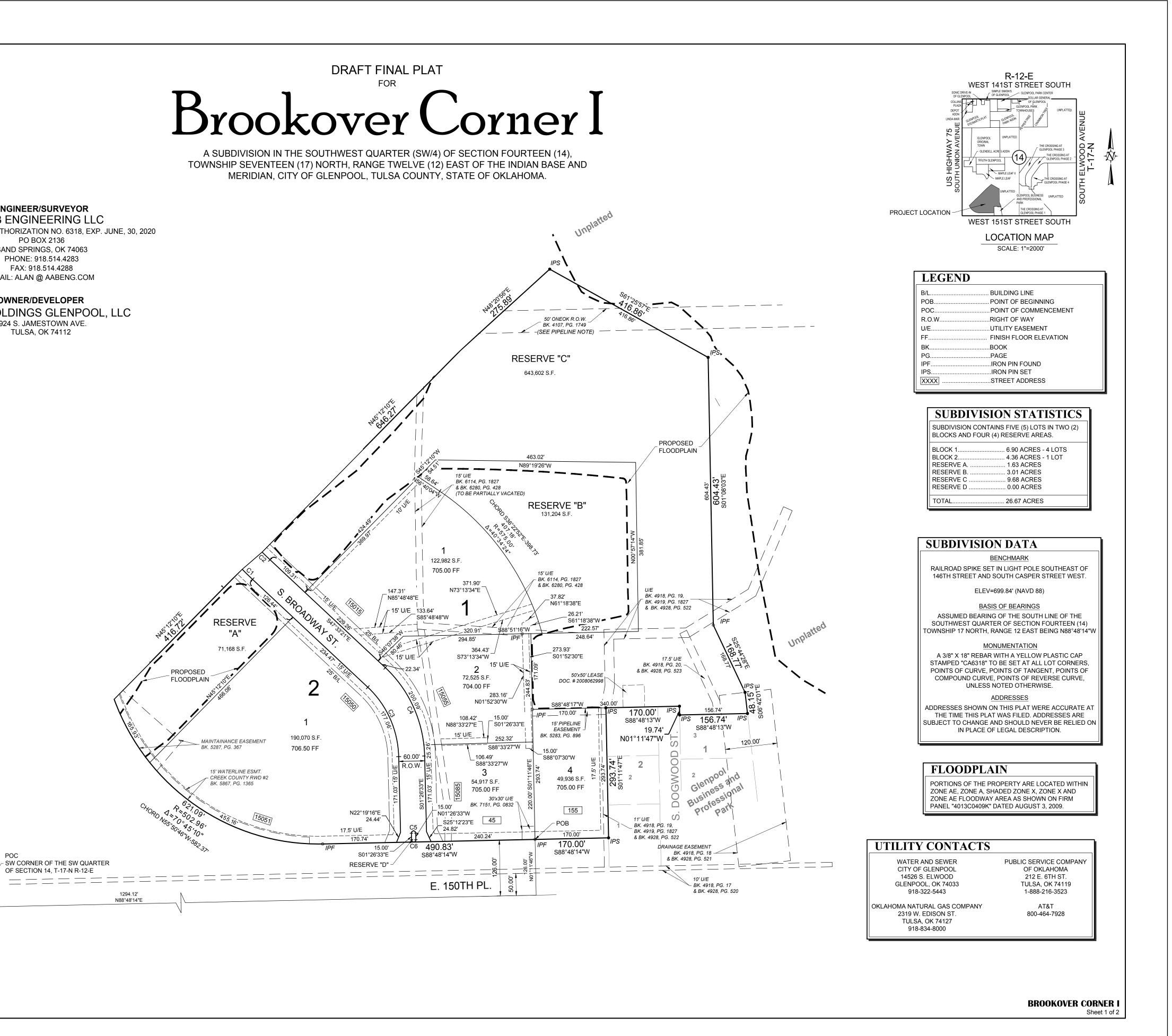
MAYOR OR VICE MAYOR

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL ON

CITY MANAGER

# PIPELINE NOTE

THE 50 FOOT WIDE PIPELINE RIGHT OF WAY EASEMENT DEPICTED ON THIS PLAT IS CURRENTLY OWNED BY ONEOK GAS TRANSPORTATION, L.L.C. BOOK 4107, PAGE 1749. NO LAKE, POND, BUILDING OR OTHER STRUCTURE OF A PERMANENT NATURE MAY BE CONSTRUCTED UPON OR OVER SAID EASEMENT WITHOUT THE WRITTEN CONSENT OF THE EASEMENT HOLDER.





KNOW ALL MEN BY THESE PRESENTS: MOAB HOLDINGS GLENPOOL, LLC., HEREINAFTER REFERRED TO AS THE "OWNERS", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION FOURTEEN (14), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 88°48'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 1294.12 FEET; THENCE NORTH 01°11'46" WEST A DISTANCE OF 126.00 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88°48'14" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE FOR STATE HWY 67 A DISTANCE OF 490.83 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT BEING THE EASTERLY RIGHT OF WAY FOR HIGHWAY 75 HAVING A RADIUS OF 502.96 FEET, A CENTRAL ANGLE OF 70°45'10", A CHORD BEARING AND DISTANCE OF NORTH 55°50'46" WEST FOR 582.37 FEET, FOR AN ARC LENGTH OF 621.09 FEET; THENCE NORTH 45°12'10" EAST A DISTANCE OF 416.72 FEET; THENCE NORTH 49°57'47" EAST A DISTANCE OF 60.25 FEET; THENCE NORTH 45°12'10" EAST A DISTANCE OF 646.27 FEET; THENCE NORTH 48°20'56" EAST A DISTANCE OF 275.89 FEET; THENCE SOUTH 61°25'57" EAST A DISTANCE OF 416.86 FEET; THENCE SOUTH 01°08'03" EAST A DISTANCE OF 604.43 FEET; THENCE SOUTH 25°44'28" EAST A DISTANCE OF 168.77 FEET; THENCE SOUTH 06°42'01" EAST A DISTANCE OF 48.15 FEET; THENCE SOUTH 88°48'13" WEST A DISTANCE OF 156.74 FEET; THENCE NORTH 01°11'47" WEST A DISTANCE OF 19.74 FEET; THENCE SOUTH 88°48'13" WEST 170.00 FEET; THENCE SOUTH 01°11'47" EAST A DISTANCE OF 293.74 FEET; THENCE SOUTH 88°48'14" WEST A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,161,644 SQUARE FEET OR 26.67 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 5 LOTS IN 2 BLOCKS AND 3 RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "BROOKOVER CORNER I", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "BROOKOVER CORNER I" OR THE "SUBDIVISION").

THE OWNER DOES HEREBY MAKE THE FOLLOWING DEDICATIONS AND GRANTS AND AGREES TO BE BOUND BY THE FOLLOWING PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE SUBDIVISION OF THE ABOVE DESCRIBED LAND WHICH SHALL BE DESIGNATED AND REFERRED TO HEREIN AS "BROOKOVER CORNER I".

SECTION I. PUBLIC STREETS AND UTILITIES

A. <u>PUBLIC STREETS AND UTILITY EASEMENTS</u>

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS. INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION MAINTENANCE, OPERATION, LAYING, REPAIRING, AND, RE-LAYING, OVER, ACROSS, AND ALONG, ALL, OF, THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

- B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE
- 1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS. SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT. 2. WITHIN UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. THE ALTERATION OF GRADE FROM
- THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN. SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF GLENPOOL, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED
- 3. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS AND/OR CONTRACTORS.
- 4. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL.
- OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.
- Н. C. RESERVE 'B' (STORMWATER DETENTION EASEMENT) 1. THE OWNERS DO HEREBY DEDICATE TO THE PROPERTY OWNERS' ASSOCIATION A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE 'B' FOR THE PURPOSES OF PERMITTING THE FLOW. CONVEYANCE. RETENTION. DETENTION AND
- DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE RESERVE 'B' SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA
- 3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVE 'B' NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA,
- 4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
- a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS. b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED. c. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS. 5. LANDSCAPING, APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA, SHALL BE ALLOWED WITHIN THE
- RESERVE 'B'. 6. OWNERS FURTHER DEDICATE RESERVE 'B' AS UTILITY EASEMENTS FOR THE PURPOSES SET OUT IN SECTION I PARAGRAPHS A AND B.
- SERVICE. 4. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC. TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR DINARY MAINTENANCE OF UNDERGROUND FACILITIES. BUT THE OWNER SHALL PAY FOR DAMAGE (
- RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S

DRAFT FINAL PLAT

# ookover (Corner

A SUBDIVISION IN THE SOUTHWEST QUARTER (SW/4) OF SECTION FOURTEEN (14) TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA.

# **OWNER/DEVELOPER** MOAB HOLDINGS GLENPOOL, LLC

9924 S. JAMESTOWN AVE. TULSA, OK 74112

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

# RESERVES 'A' & 'C' (OVERLAND DRAINAGE EASEMENTS)

EASEMENTS.

RESERVE 'D'

ASSOCIATION.

BUILDING PERMIT.

UTILITY SERVICE

- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL OVERLAND EASEMENTS ON, OVER, H. AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE "A" AND RESERVE "C" FOR THE PURPOSES OF PROTECTING AND PROVIDING ACCESS TO THE 100-YEAR FLOODPLAIN LOCATED WITHIN THE RESERVES. THE OVERLAND DRAINAGE EASEMENT IS HEREBY ESTABLISHED TO 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
- RESERVE "A" AND RESERVE "C" SHALL REMAIN AS A NATURAL UNIMPROVED AREA PROVIDED REMOVAL OF UNDERBRUSH AND GROUND MAINTENANCE SHALL BE PERMITTED. SUPPLEMENTAL LANDSCAPING MAY BE PERMITTED IF IT DOES NOT IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS RESERVE "A" AND RESERVE "C" AND WRITTEN PERMISSION FROM THE CITY OF GLENPOOL PUBLIC WORKS DEPARTMENT HAS BEEN GRANTED. NOTWITHSTANDING THAT THE OWNER OF RESERVE "A" AND RESERVE "C" SHALL MAINTAIN THE RESERVES AS A NATURAL UNIMPROVED AREA, THE OWNER SHALL COMPLY WITH ALL STATE STATUTES AND ORDINANCES OF THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, REGULATING THE EXISTENCE OF PUBLIC AND PRIVATE NUISANCES. POLE SIGNS SHALL BE ALLOWED IN THE RESERVES.
- THE OWNER OF RESERVE "A" AND RESERVE "C" SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE RESERVES. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE, THE CITY OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COST SHALL BE PAID BY THE OWNER. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS, THE CITY OF GLENPOOL, OKLAHOMA, MAY J. SIDEWALKS CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER'S LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA
- THE USE OF RESERVES "B" AND "C" SHALL BE LIMITED TO USE AS OPEN SPACE AND LANDSCAPING AS WELL AS UTILITY EASEMENTS AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' K. FINISH FLOOR ELEVATIONS ASSOCIATION. MAINTENANCE OF RESERVE AREAS "B" AND "C" WILL BE THE RESPONSIBILITY OF THE PROPERTY

# PAVING AND LANDSCAPING WITHIN EASEMENTS

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

# CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF GLENPOOL, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER AND STORM SEWER SYSTEMS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY OF GLENPOOL, OKLAHOMA. NOTWITHSTANDING THE FOREGOING, THE CITY OF GLENPOOL, OKLAHOMA MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A

# OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR

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

- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT. PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY

# **ENGINEER/SURVEYOR** AAB ENGINEERING LLC

CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2020 PO BOX 2136 SAND SPRINGS, OK 74063 PHONE: 918.514.4283 FAX: 918.514.4288 EMAIL: ALAN @ AABENG.COM

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

# GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

# SURFACE DRAINAGE

EACH LOT WITHIN BROOKOVER CORNER I SHALL RECEIVE AND DRAIN. IN AN UNOBSTRUCTED MANNER. THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF GLENPOOL.

FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GLENPOOL, OKLAHOMA, AND ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE LOT OWNER PRIOR TO THE ISSUANCE OF THE FIRST OCCUPANCY PERMIT FOR ANY BUILDING WITHIN THE SUBDIVISION. THE LOT OWNER SHALL CONSTRUCT SIDEWALKS IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF GLENPOOL ENGINEERING DESIGN STANDARDS.

THE FINISHED FLOOR ELEVATIONS AS SHOWN ON THE PLAT ARE MINIMUM ALLOWED FOR ADEQUATE FREEBOARD ABOVE FLOODPLAIN AND SHOULD NOT BE CONSIDERED AS THE FINAL, DESIGNED PROPER FINISHED FLOOR ELEVATION OF ANY BUILDING. THE RESPECTIVE OWNER OF EACH BUILDING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR DETERMINING THE PROPER FINISHED FLOOR ELEVATION OF THE RESPECTIVE BUILDING. THE FINISHED FLOOR ELEVATION SHALL BE DETERMINED BY ESTABLISHING AND ACCOUNTING FOR PROPER DRAINAGE IN ALL DIRECTIONS RELATIVE TO, BUT NOT LIMITED TO: ROADWAYS, AREAS OF HIGHER ELEVATION, THE NATURAL TOPOGRAPHIC SLOPE OF THE LOT, THE AESTHETICS OF THE PROPOSED ELEVATION OF THE BUILDING AND ELEVATION OF ADJACENT LOTS, ETC.

# SECTION II. PROPERTY OWNERS' ASSOCIATION

- FORMATION OF PROPERTY OWNERS' ASSOCIATION
- THE OWNERS HAVE FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION LOTS WITHIN BROOKOVER CORNER (THE "BROOKOVER CORNER PROPERTY OWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE RESERVES DEPICTED UPON THE ACCOMPANYING PLAT AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF BROOKOVER CORNER.
- MEMBERSHIP
- EVERY PERSON OR ENTITY, SAVE AND EXCLUDING THE OWNER, WHO ARE RECORD OWNERS OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE BROOKOVER CORNER PROPERTY OWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE PROPERTY OWNERS' ASSOCIATION AS OF THE DATE OF INCORPORATION BY THE OWNERS, OR AS THE DATE OF RECORDING THE DEED, WHICHEVER OCCURS LAST. AT ANY TIME AFTER INCORPORATION, THE OWNER MAY TRANSFER THE RESPONSIBILITIES AND CONTROL OF THE COMMON AREAS AND RESERVES OF BROOKOVER CORNER TO THE BROOKOVER CORNERI PROPERTY OWNERS' ASSOCIATION. UPON SUCH TRANSFER OF CONTROL THE BROOKOVER CORNER PROPERTY OWNERS' ASSOCIATION SHALL HAVE ALL THE BENEFITS, RIGHTS, RESPONSIBILITIES OF THE BROOKOVER CORNER PROPERTY OWNERS' ASSOCIATION AS DESCRIBED IN SECTION IV: PROVIDED, HOWEVER, THE ARCHITECTURAL COMMITTEE SHALL REMAIN IN THE EXCLUSIVE CONTROL OF THE OWNER UNTIL IT IS CO TRANSFERRED TO THE BROOKOVER CORNER PROPERTY OWNERS' ASSOCIATION.
- COVENANT FOR ASSESSMENT
- THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY COLLECTIVELY THE MINIMUM AND THEIR PRO RATA SHARE RESPECTIVELY, TO THE BROOKOVER CORNER PROPERTY OWNERS' ASSOCIATION AN ANNUAL ASSESSMENT, WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTERESTS INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS OF THE PROPERTY OWNERS' ASSOCIATION. PRO RATA SHARE SHALL BE DETERMINED BY THE SAID DIRECTORS. AN UNPAID ASSESSMENT SHALL BE A LIEN AGAINST THE LOT WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.
- ENFORCEMENT RIGHTS OF THE ASSOCIATION WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE BROOKOVER CORNER PROPERTY OWNER'S ASSOCIATION MAY HAVE, THE PROPERTY OWNERS' ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITH THIS DEED OF DEDICATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

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THE OWNER, ITS SUC FORTH CERTAIN COVE THEREIN SO STATED	EREIN SET FORTH ARE COVENANTS CCESSORS AND ASSIGNS. WITHIN ENANTS AND THE ENFORCEMENT D, THE COVENANTS WITHIN SEC E CITY OF GLENPOOL OKLAHOMA.	N THE PROVISIONS OR RIGHTS PERTAINING	OF SECTION I. <u>UTILITIES</u> , AF THERETO AND WHETHER C	RE SET IR NOT			
	S SHALL REMAIN IN FULL FORCE AN EAFTER FOR SUCCESSIVE PERIODS DED.			-			
C. <u>AMENDMENT</u> THE COVENANTS CONTAINED WITHIN SECTION I. <u>UTILITIES</u> , MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENTS SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE GLENPOOL PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF GLENPOOL, OKLAHOMA.							
D. <u>SEVERABILITY</u> INVALIDATION OF ANY OR DECREE OF ANY	/ RESTRICTION SET FORTH HEREIN / COURT, OR OTHERWISE, SHALL	N, OR ANY PART THE - NOT INVALIDATE (	EREOF, BY AN ORDER, JUDO OR AFFECT ANY OF THE	OTHER			
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STATE OF OKLAHOMA) )SS							
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**BROOKOVER CORNER I** 

Sheet 2 of 2