

March 16, 2026 - 6:00 PM
Glenpool City Hall, City Council Chambers
12205 S. Yukon Ave. 3rd Floor
Glenpool, Oklahoma

NOTE: Members of the public are invited to attend the in-person meeting, or join a live broadcast at this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0IKa1ISUFIKbUNrUUxtdz09>

Meeting ID: 897 5355 5435

Passcode: 974088

One tap mobile

+13462487799, US (Houston)

+14086380968, US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 897 5355 5435

Passcode: 974088

Find your local number: <https://us02web.zoom.us/j/kdrY6w7ABX>

The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda.

- Speakers attending via ZOOM are required to complete the Request to Speak form located on our website: <https://www.glenpoolonline.com/DocumentCenter/View/2551/request-to-speak-at-open-meeting-forms-2025?bidId> = and email it to the City Clerk: lasmith@cityofglenpool.com PRIOR TO 6:00 PM CALL TO ORDER.

AGENDA

- A) **Call to Order - Joyce G. Calvert, Mayor**
- B) **Roll Call, Declaration of a Quorum - Lesli Smith, City Clerk; Joyce G. Calvert, Mayor**
- C) **Invocation - Josh Mosteller, BattleCreek Church, Jenks**
- D) **Pledge of Allegiance - Joyce G. Calvert, Mayor**
- E) **Proclamation- DECLARING ARBOR WEEK IN THE CITY OF GLENPOOL**
 - 1) **Arbor Week Proclamation for Glenpool**
- F) **Management Report**
- G) **Mayor Report - Joyce G. Calvert, Mayor**
- H) **Council Comments**
- I) **Public Comments**
- J) **Consideration and appropriate action relating to a request for approval of the Consent Agenda.**

(All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)

- 1) To approve the minutes from the March 2, 2026, meeting.
- 2) To approve FY 25-26 Budget Amendment CITY-09, appropriating \$259,847.85 from General Fund balance, to be transferred and expensed from the City's Capital Fund as the match for the ODOT Municipal Road Drilling Activity Fund Project No. 39164(04) for W. 131st Street South pavement repair, accepted and approved on March 2, 2026.

K) Consideration and appropriate action relating to items removed from the Consent Agenda

L) Scheduled Business

- 1) **Scissortail II Final Plat** – A proposed Final Plat of Scissortail II. The subject site is located east of E. 148th Street S and north of S. Poplar Street.
Applicant: McGUIRE BELL LAGO, LLC
Applicant Representative: Thomas L. Vogt, Jones, Gotcher & Bogan P.C.

A. Public Hearing on the proposed Final Plat.

B. Discussion and possible action to approve, approve with conditions, amend or deny, the Final Plat.
(Gerald Gilbert, Development Services Director)
- 2) **C & C Office Amended Final Plat** – A Final Plat of a 1.26-acre site. The subject site is located at 459 E 151st St. South.
Applicant: 459 E 151st St. LLC
Applicant Representative: Ryan McCarty, Select Design

A. Public Hearing on the proposed Final Plat.

B. Discussion and possible action to approve, approve with conditions, amend or deny, the Final Plat.
(Gerald Gilbert, Development Services Director)
- 3) Discussion and possible action to approve, amend or deny the interlocal agreement between the City of Glenpool and the Board of County Commissioners of the County of Tulsa, Oklahoma for the Elwood Avenue Drainageway Repair Project.
(David Agbetunsin, Chief Operations Officer)
- 4) Discussion and possible action to approve, amend, or deny authorization for staff to apply to the EDA FY25 Disaster Supplemental Program for the Rolling Meadows drainage project, total estimated cost \$1,597,362, with up to 80% federal share and required local match, under a reimbursement structure.
(Beth Miller, Grants and Special Projects)
- 5) Discussion and possible action to approve or deny renewal of the agreement with Centurion Health Systems, dba Mercy Regional Ambulance Services and the Glenpool Area Emergency Medical

Services District (GEMS) to provide ambulance services to the GEMS.
(David Tillotson, City Manager)

- 6) Discussion and possible action to approve a modification to the deadline in Section 7 of the Amended and Restated City Manager Employment Contract to complete the City manager’s annual evaluation and consider a performance incentive bonus and any potential changes to the Contract from “not later than the final Council meeting in March” to “not later than April 30” for the current fiscal year (FY2026) only.
(David Tillotson, City Manager)

M) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S Yukon Ave., Oklahoma, on 3-13-2026 at 11:30 a.m.

Signed: Lesli Smith
City Clerk

**PROCLAMATION DECLARING ARBOR WEEK IN GLENPOOL
AND ENCOURAGING THE CELEBRATION OF ARBOR WEEK**

WHEREAS, in 1872, Arbor Day was proposed to the Nebraska Board of Agriculture;
and

WHEREAS, Arbor Day was first observed with the planting of more than a million trees in Nebraska; *and*

WHEREAS, Arbor Day is now observed throughout the nation and the world; *and*

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, promote walkability, and beautify our community; *and*

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitats for wildlife; *and*

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; *and*

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE IT IS HEREBY PROCLAIMED that the week of March 23rd through 28th is declared within the City of Glenpool to coincide with the State of Oklahoma’s celebration of Arbor Week and to encourage all residents and businesses within the City to celebrate by supporting efforts to protect our trees and woodlands and by planting trees across the community.

ADOPTED and SIGNED this 16th day of March 2026

Joyce Calvert, Mayor

Attest: _____
Lesli Smith, City Clerk



CITY COUNCIL

MEETING MINUTES

MARCH 2, 2026

COUNCIL PRESENT:	Tim Fox, Joyce Calvert, Chris Brobst
COUNCIL ABSENT:	Jaci Triplett-Lund, Shayne Buchanan
STAFF PRESENT:	David Tillotson, LeaAnn Reed, David Agbetunsin, Lesli Smith.
STAFF ABSENT:	

- A) **Call to Order - Joyce G. Calvert, Mayor**
 Mayor Calvert called the meeting to order at 6:02 p.m.

- B) **Roll Call, Declaration of a Quorum - Lesli Smith, City Clerk; Joyce G. Calvert, Mayor**
 Lesli Smith called the roll; Mayor Calvert declared a quorum present. Eric Wade, Attorney, of Rosenstein, Fist & Ringold, were also in attendance.

- C) **Invocation - Rob Griffin, Triumph Worship Center**
 Rob Griffin, of Triumph Worship Center gave the invocation.

- D) **Pledge of Allegiance - Joyce G. Calvert, Mayor**

- E) **Recognition of Congress of Mayors, Student Essay Winner, Zariah Jones- Joyce G. Calvert Mayor.**
 Though not present Mayor Calvert, recognized student essay winner Zariah Jones, and congratulated her on behalf of the City Council.
 - 1) Congress of Mayors essay entry

- F) **Introduction of the new Glenpool Chamber President & CEO, Jori Cowley– Debbie Mason, Chamber Board Chair**
 Debbie Mason, Chair of the Chamber Board, introduced the new Chamber President and CEO, Jori Cowley, to the Mayor and Council. Ms. Mason explained how Jori was interviewed and chosen, then let Jori speak. Jori shared a short background about herself, said she was excited to work with the City Council, staff, and local businesses, and briefly talked about her plans for Glenpool businesses and the Glenpool Chamber of Commerce.

- G) **Management Report**

- 1) **Management Report**
City Manager David Tillotson did not add anything beyond his formal City Manager’s report. He informed the Council and the public that there will be a public hearing for information only on March 26 regarding the Elwood Widening Project.

H) **Mayor Report - Joyce G. Calvert, Mayor**
Mayor Calvert did not give a formal Mayor's report.

I) **Council Comments**
Councilor Brobst thanked the Council and David Tillotson for affording him the opportunity to attend the ICSC conference last week.

J) **Public Comments**
There were no public comments.

K) **Consideration and appropriate action relating to a request for approval of the Consent Agenda.**

- 1) To approve the minutes from the February 2, 2026, meeting.
- 2) To approve Budget Amendment CITY-08, appropriating funds from two OMAG auto insurance claims.
- 3) To approve the Municipal Road Drilling Activity Fund (MRDAF) Project Agreement with the Oklahoma Department of Transportation for State Job No. 39164(04) for W. 131st Street South pavement repair, accept the \$500,000 MRDAF award and the City match of \$259,847.85, and authorize the Mayor to execute the funding agreement.

Moved by Chris Brobst, seconded by Joyce Calvert

For	Against
Tim Fox, Joyce Calvert, Chris Brobst	None
3	0

Abstained	Absent
None	Jaci Triplett-Lund, Shayne Buchanan
0	

To approve the consent agenda.

CARRIED.

L) **Consideration and appropriate action relating to items removed from the Consent Agenda**

No items were removed from the consent agenda.

M) **Scheduled Business**

- 1) Discussion and possible action to approve, modify, or deny the donation of approximately 0.75 acres of City-owned property to Tulsa County for right-of-way acquisition related to the 121st Street South (US-75 to Elwood Avenue) Widening Project, JP# 33567(04); J3-56700(05)CI.

Moved by Chris Brobst, seconded by Joyce Calvert

For	Against
Tim Fox, Joyce Calvert, Chris Brobst	None
3	0

Abstained	Absent
None	Jaci Triplett-Lund, Shayne Buchanan
0	

To approve the donation of approximately 0.75 acres of City-owned property to Tulsa County for right-of-way acquisition related to the 121st Street South (US-75 to Elwood Avenue) Widening Project, JP# 33567(04); J3-56700(05)CI.

CARRIED.

- 2) Discussion and possible action to approve, modify, or deny the Professional Services Agreement between Kimley-Horn and Associates, Inc. and the City of Glenpool for providing the Warrior Road Drainage Study.

Moved by Chris Brobst, seconded by Tim Fox

For	Against
Tim Fox, Joyce Calvert, Chris Brobst	None
3	0

Abstained	Absent
None	Jaci Triplett-Lund, Shayne Buchanan
0	

To approve the Professional Services Agreement between Kimley-Horn and Associates, Inc. and the City of Glenpool for providing the Warrior Road Drainage Study.

CARRIED.

- 3) Discussion and possible action to approve, modify, or deny the quote for the purchase of new splash pad fixtures from Water Odyssey in the amount of \$37,636.57.

Moved by Joyce Calvert, seconded by Chris Brobst

For	Against
Tim Fox, Joyce Calvert, Chris Brobst	None
3	0

Abstained	Absent
None	Jaci Triplett-Lund, Shayne Buchanan
0	

To approve the quote for the purchase of new splash pad fixtures from Water Odyssey in the amount of \$37,636.57.

CARRIED.

N) **Adjournment**

The meeting was adjourned at 6:23 p.m.

To: Honorable Mayor and City Council
From: Josh Brannon, Finance Director
Meeting Date: March 16, 2026
Department/Office: Finance
Item Name: FY 25-26 City Budget Amendment CITY-09

Summary:

This Budget Amendment appropriates \$259,847.85 from General Fund fund balance, to be transferred and expensed from the City's Capital Fund (03-6-01-6360 Capital - Streets & Maintenance) as the match for the ODOT Municipal Road Drilling Activity Fund (MRDAF) Project No. 39164(04) for W. 131st Street South pavement repair, accepted and approved on March 2, 2026.

Recommended Action:

Staff recommends approval of Budget Amendment CITY-09.

Budget:

See attached

Attachments:

1. FY 25-26 Budget Amendment CITY-09 - GF ODOT MRDAF Grant Match 03-16-26

City of Glenpool Budget Amendment

Fiscal Year: 2025-2026

Amendment No: CITY-09

Date Requested: 3/16/2026

Revenue					
Fund	Account Number	Account Name	Current Budget	Increase / (Decrease)	Revised Budget
01	5-00-5409	Transfer from Fund Balance	\$ 2,359,717.00	\$ 259,847.85	\$ 2,619,564.85
					\$ -
		Total		\$ 259,847.85	

Expense					
Fund	Account Number	Account Name	Current Budget	Increase / (Decrease)	Revised Budget
01	6-90-6731	Transfer to Capital Improvement Fund	\$ 1,217,337.00	\$ 259,847.85	\$ 1,477,184.85
					\$ -
		Total		\$ 259,847.85	

Revenue					
Fund	Account Number	Account Name	Current Budget	Increase / (Decrease)	Revised Budget
03	5-00-5400	Transfer from General Fund	\$ 1,114,996.00	\$ 259,847.85	\$ 1,374,843.85
					\$ -
		Total		\$ 259,847.85	

Expense					
Fund	Account Number	Account Name	Current Budget	Increase / (Decrease)	Revised Budget
03	6-01-6360	Capital - Streets & Maintenance	\$ 1,075,139.00	\$ 259,847.85	\$ 1,334,986.85
					\$ -
		Total		\$ 259,847.85	

Notes:

This Budget Amendment appropriates General Fund balance to be transferred to the Capital Fund to be expensed as the City match for ODOT MRDAF Grant Project No. 39164(04) approved on March 2, 2026.

Approved by the City of Glenpool

Mayor

Date

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: GERALD S. GILBERT, DEVELOPMENT SERVICES DIRECTOR

DATE: MARCH 9, 2026

ITEM: SCISSORTAIL II FINAL PLAT

REQUEST: A FINAL PLAT OF SCISSORTAIL II

APPLICANT: MCGUIRE BELL LAGO, LLC

LOCATION: LOCATED EAST OF E. 148TH STREET S AND NORTH OF S. POPLAR STREET

ZONING: RS-3 (SINGLE FAMILY HIGH DENSITY)

COMP PLAN: GENERAL RESIDENTIAL

APPLICANT REP: THOMAS L. VOGT, JONES, GOTCHER & BOGAN, P.C.

BACKGROUND

The subject site is approximately 40.2 acres in size and is commonly referred to as Scissortail II. It is currently designated as General Residential in the COG Comprehensive Plan, with zoning classified as RS-3 (Single-Family High Density). These designations were approved by the City Council on June 3, 2024. Subsequently, a legal challenge was filed against the Comprehensive Plan and Zoning amendments, however, no stay or injunction was issued. Therefore, processing of the Preliminary Plat was allowed to proceed.

The applicant has been engaged in discussions with the legal challenger in an effort to reach a settlement of the lawsuit. A settlement agreement has been reached with an effective date of February 26, 2026, including mutually agreed upon covenants and conditions, which have been incorporated into the Final Plat under consideration.

Comprehensive Plan

The subject site is designated General Residential in the city's Comprehensive Plan. This designation is described in the Comp Plan as follows:

This designation covers areas with predominantly single-family residential uses at typical in-city densities, often with limited open space set-asides or internal amenities for residents.

Zoning

The subject site is zoned RS-3 (Residential Single Family). The RS-3 zoning classification is intended to “Allow conventional subdivisions of single-family detached dwellings”. The proposed subdivision is permitted within the RS-3 (Residential Single Family).

PRELIMINARY PLAT

The Preliminary Plat consisted of 112 residential lots, four (4) reserve areas situated within 7 blocks. The Plat was approved by the Planning Commission on June 9, 2025 and covers approximately 40.2 acres. The reserve areas are designated for open space and stormwater management purposes.

Services:

The property will be served by the following utilities: Refer to the attached Site Utility Plan for details.

- Sanitary Sewer: City of Glenpool
- Water: CCRWD 2
- Gas: ONG
- Electricity: OG&E
- Telecommunications: BTC

Access:

Access into the project site would be from three (3) locations. They are as follows:

1. S Poplar Street at Scissortail Phase I
2. 148th Street via Mansfield Lane Subdivision
3. S Oak Street via Glen Village

All internal streets will be public with a right-of-way width of 50 feet. See attached Final Plat for details and circulation layout.

Conditions: As part of the approval for the Preliminary Plat the following conditions were placed on the plat approval.

1. **Zoning Compliance:** The Preliminary Plat shall conform in all respects to the requirements of the Zoning Code applicable to the RS-3 (Single Family High Density) zoning district, including but not limited to lot size, setbacks, density, and permitted uses.
2. **Subdivision and Engineering Compliance:** The Preliminary Plat shall meet all applicable provisions of the City’s Subdivision Regulations and Engineering Design Criteria, including requirements related to infrastructure, drainage, access, and public improvements.
3. **Litigation Contingency:** The pending lawsuit must be fully resolved and dismissed. Written documentation of dismissal must be submitted with the Final Plat application.

TECHNICAL ADVISORY COMMITTEE (TAC)

The Final Plat was reviewed by Technical Advisory Committee on December 19, 2025. There were no additional concerns or comments by the Committee.

PROJECT DESCRIPTION:

The applicant is requesting approval of a Final Plat of the approved Scissortail II subdivision. The Final Plat is comprised of two (2) phases, 7 Blocks, 111 lots and four (4) reserve areas for open space and stormwater management purposes.

Through the final design of site infrastructure plans as well the implementation of the additional conditions placed on the project, very minor modifications have been incorporated into the Final Plat.

The Settlement Agreement contains certain provisions and restrictions to accommodate concerns of the adjacent landowners briefly described below:

1. **Reserve Area “D”** - Maintaining the size and use of Reserve Area “D” for drainage purposes only. No residential lots are within this area.
2. **Erosion Control** - Compliance with City regulations for erosion control and prevent siltation of adjacent private ponds as well as minimizing the removal of trees within Reserve Area “D,” and providing written notification any dirt or tree removal work within Reserve Area “D.”
3. **Privacy Fence** – Installation of a 6-foot wood sealed privacy fence along on every lot that shares a boundary with the adjacent Landowners property.
4. **Trash and Debris** - Developer or its agents agree to walk the property between Scissortail I and Scissortail II, and the Adjacent Property at least once every two (2) weeks to remove any and all trash, debris, construction scraps, etc. originating from Scissortail I or Scissortail II.

ANALYSIS

Staff finds that the proposed Final Plat is consistent and substantially conforms with the approved Preliminary Plat. The Final Plat lot layout proposes 111 lots as opposed to the 112 lots originally approved. This reduction is a result of increasing the land area for Reserve Area “D” which eliminated one (1) lot.

The remaining lots and reserve areas conform to the approved Preliminary Plat arrangement, except for Reserve Area “D” which was enlarged to address concerns raised by the adjacent property owner. Listed below is a narrative of the additional conditions approved as part of the Preliminary Plat and how each have been addressed and incorporated into the Final Plat.

Zoning Compliance: The Preliminary Plat shall conform in all respects to the requirements of the Zoning Code applicable to the RS-3 (Single Family High Density) zoning district, including but not limited to lot size, setbacks, density, and permitted uses prior to the recordation of the final plat.

As presented, the Final Plat conforms to the requirements of the RS-3 (Single Family High Density) zoning district.

Subdivision and Engineering Compliance: The Preliminary Plat shall meet all applicable provisions of the City’s Subdivision Regulations and Engineering Design Criteria, including requirements related to infrastructure, drainage, access, and public improvements.

As presented, the Final Plat meets the provisions of the subdivision regulations and engineering design criteria. Infrastructure, drainage, and public improvements plans have been submitted as required by the City’s Subdivision Regulations and have been reviewed and approved by the City Engineer.

Litigation Contingency: The pending lawsuit must be fully resolved and dismissed. Written documentation of dismissal must be submitted with the Final Plat application.

Included in the attachments is the fully executed “Settlement Agreement” between the developer and adjacent property owners. Outlined within the agreement are additional provisions and restrictions the Developer and Adjacent Landowners have agreed to. Once the City Council has approved the Final Plat the Landowners have agreed to dismiss the filed lawsuit as stipulated in the agreement.

PLANNING COMMISSION ACTION:

At their March 9, 2026, meeting, the Planning Commission reviewed and on a 5-0 vote recommended approval of the Final Plat.

STAFF RECOMMENDATION:

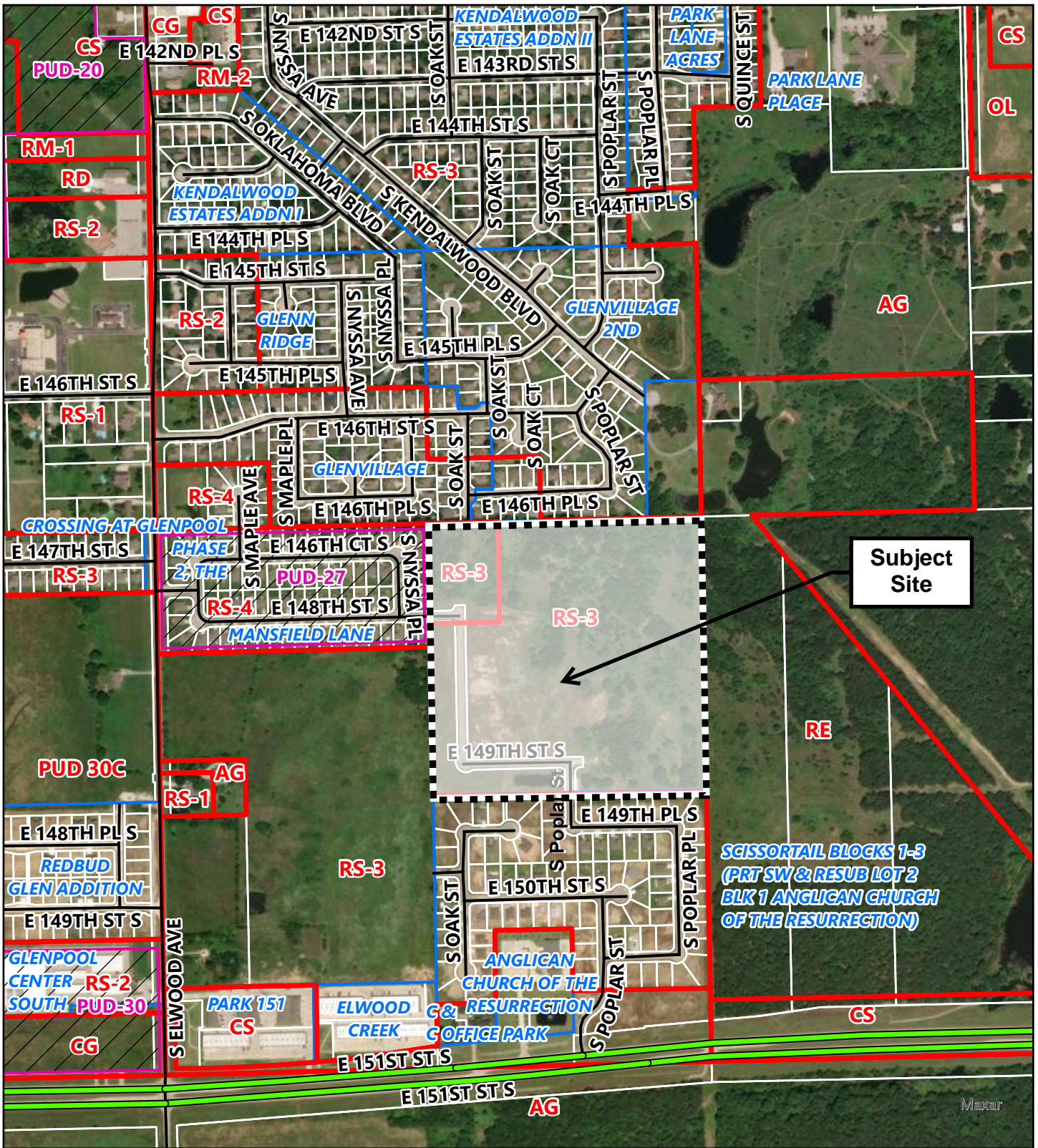
The Final Plat substantially conforms to the approved Preliminary Plat. The applicant has prepared and submitted the required infrastructure improvement documents for the Final Plat application. The additional conditions placed on the Preliminary Plat approval have been addressed and incorporated into the Final Plat. Staff recommends the City Council take the following action:

1. Approve Final Plat, Titled Scissortail II Phase I and Scissortail II Phase II.

Attachments:

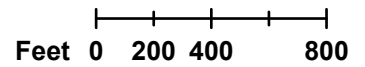
1. Aerial Photo
2. Zoning Map
3. Application
4. Legal Description
5. Proposed Final Plat
6. Approved Preliminary Plat
7. Settlement Agreement between Developer and adjacent Landowners

Attachment No. 1
Aerial Photo



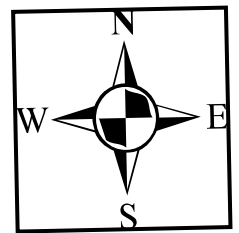
Scissortail II - Final Plat

A Final Plat of the approved Scissortail II Preliminary Plat
 Property Owner: McGUIRE BELL LAGO, LLC
 Subject Property: Located east of E. 148th St. S. and north of S. Poplar St. in the City of Glenpool, OK.

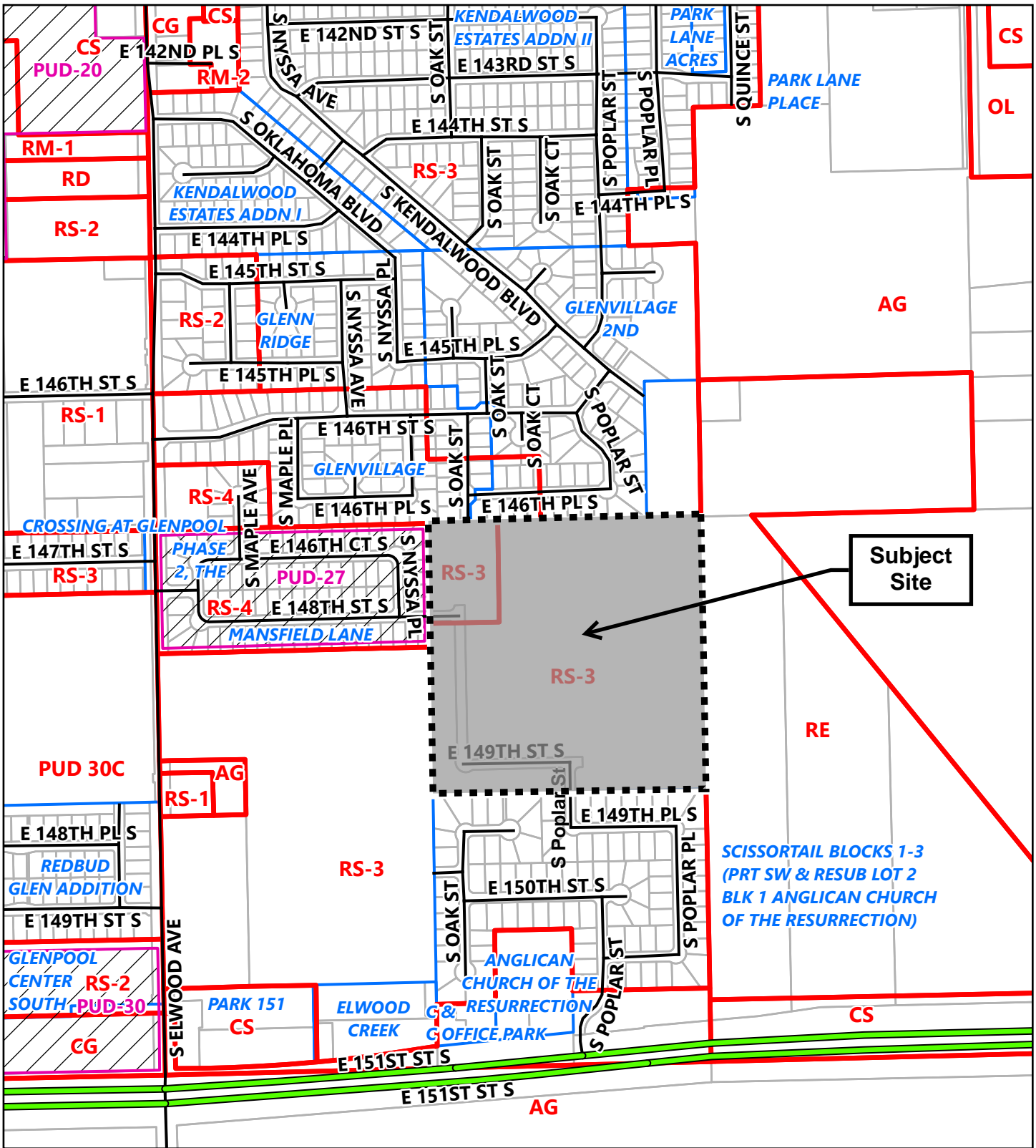


Legend

- Highways
- Streets
- Subject Site
- Zoning
- PUDs
- Subdivisions
- Parcels

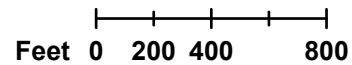


Attachment No. 2
Zoning Map



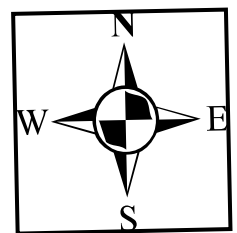
Scissortail II - Final Plat

A Final Plat of the approved Scissortail II Preliminary Plat
 Property Owner: MCGUIRE BELL LAGO, LLC
 Subject Property: Located east of E. 148th St. S. and north of S. Poplar St. in the City of Glenpool, OK.



Legend

- Highways
- Streets
- Subject Site
- Zoning
- PUDs
- Subdivisions
- Parcels



Attachment No. 3
Application

APPLICATION FOR APPROVAL OF A PRELIMINARY AND FINAL SUBDIVISION PLAT

There is a fee for submittal and review of both a (1) Preliminary Plat and a (2) Final Plat; fee must be paid at the time of application. Before a preliminary or final plat submission, the applicant or representative shall schedule a pre-submittal meeting with the Community Development Department.

CHECK BOX INDICATING PRELIMINARY OR FINAL PLAT SUBMISSION

PRELIMINARY PLAT

A preliminary subdivision plat submitted for city approval shall be prepared by a registered professional land surveyor licensed in the state of Oklahoma, the preliminary plat shall illustrate, contain, or be accompanied by the information required in Section 12-5A-3 of the City's Subdivision Regulations (Title 12).

ITEM NO.	APPLICANT INITIAL	COG INITIAL	SUBMITTAL MATERIALS
1			COMPLETED APPLICATION SIGNED BY THE DEVELOPER/OWNER OR AGENT
2			LEGAL DESCRIPTION (WORD.DOC OR PDF)
3			PROCESSING FEE + \$2.00 FOR EACH REQUIRED PUBLIC HEARING NOTICE
4			LIST OF ALL ABUTTING ¹ PROPERTY OWNERS OF SUBJECT SITE, AS WELL AS 2 COPIES OF ADDRESSED ADHESIVE ENVELOPE LABELS FOR SUCH PROPERTY OWNERS AS LISTED IN THE OFFICE OF COUNTY CLERK COMPILED BY A FULLY BONDED ABSTRACT AND TITLE COMPANY
5			(5) PAPER (FOLDED TO 8-1/2" X 11") AND ONE ELECTRONIC (PDF) COPY OF PRELIMINARY SUBDIVISION PLAT
6			(5) PAPER COPIES (FOLDED TO 8-1/2" X 11") AND ONE ELECTRONIC (PDF) COPY OF THE PRELIMINARY CONSTRUCTION DOCUMENTS COVERING THE PUBLIC AND PRIVATE INFRASTRUCTURE IMPROVEMENTS NECESSARY TO SUPPORT THE PROJECT

¹ **ABUTTING:** In addition to the customary meaning, abutting, for the purposes of notice, shall mean contiguous or separated therefrom only by a non-arterial street.

FINAL PLAT

The final subdivision plat shall be drawn at the same scale as the preliminary subdivision plat, and shall include all of the information required as a condition of approval of the preliminary subdivision plat, and shall be prepared by a registered professional land surveyor licensed in the state of Oklahoma.

The final subdivision plat shall be developed and drawn in accordance with the requirements of Oklahoma state statutes and the City's Subdivision Regulations (Title 12) and shall illustrate, contain, or be accompanied by the information required in Section 12-5A-6 of the City's Subdivision Regulations (Title 12).

ITEM NO.	APPLICANT INITIAL	COG INITIAL	SUBMITTAL MATERIALS
1	JT		COMPLETED APPLICATION SIGNED BY THE DEVELOPER/OWNER OR AGENT
2	JT		PROCESSING FEE
3			(3) COPIES OF THE FINAL INFRASTRUCTURE CONSTRUCTION DOCUMENTS COVERING ALL REQUIRED PUBLIC AND PRIVATE INFRASTRUCTURE IMPROVEMENTS TO SUPPORT THE SUBDIVISION SITE AS APPROVED BY THE APPROPRIATE CITY COMMUNITY DEVELOPMENT DEPARTMENTS.
4			(5) PAPER COPIES OF FINAL SUBDIVISION PLAT IN COMPLIANCE WITH THE PRELIMINARY SUBDIVISION PLAT AND ALL CONDITIONS OF APPROVAL AS WAS APPROVED BY THE PLANNING COMMISSION.

APPLICATION PROCESSING FEE

	PRELIMINARY PLAT FEE	FINAL PLAT FEE
PLAT APPLICATION FEE:	\$200.00	\$250.00
\$2.00 PER PROPERTY OWNER ON TITLE ABSTRACT REPORT:	(_____) X \$2.00 = _____	NO FEE/NOTICE FOR FINAL PLAT
TOTAL:	\$ _____	\$250.00

Complete the information below and return with submittal materials as outlined in the checklist on page 1 of the Application for Approval of Subdivision Plat; call the City Planner with questions.

PROPOSED SUBDIVISION NAME: SCISSORTAIL II

DEVELOPER'S NAME: McGUIRE BELL LAGO LLC

DEVELOPER'S ADDRESS: 5705 E 71st ST, Suite 220 Tulsa, Ok 74136

DEVELOPER'S PHONE: (918) 949-9268 **DEVELOPER'S EMAIL:** Lpatmcg@yahoo.com

ENGINEER'S NAME: Jeffrey Tuttle

ENGINEER'S ADDRESS: PO Box 471313 Tulsa OK 74147

ENGINEER'S PHONE: (918) 663-5567 **ENGINEER'S EMAIL:** Tuttle-associates@sbcglobal.net

ZONING: RS3 **PUD: Y/N** N **PUD NO.:** _____

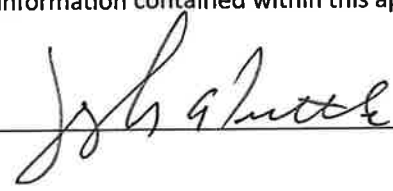
SANITARY SEWER: **CITY** **LAGOON** **SEPTIC** **OTHER**

WATER PURVEYOR: **CITY** **OTHER** RWD #2

STREET SURFACING: **PORTLAND CEMENT** **CONCRETE ASPHALTIC CONCRETE**

IF SUBMITTING FINAL PLAT, DATE OF PRELIMINARY PLAT PLANNING COMMISSION APPROVAL: June 9th 2025

I, the undersigned applicant, certify information contained within this application is true and correct.

APPLICANT SIGNATURE:  **DATE:** 7-23-25

PROPERTY OWNER SIGNATURE: _____ **DATE:** _____

Attachment No. 4

Legal Description

SCISSORTAIL II Legal Description

A Tract of land that is a part of the of the East Half of THE Southwest Quarter (E/2 SW/4) of Section Thirteen (13), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit:

COMMENCING at the Southeast corner of the SW/4 of said section 13; THENCE North $01^{\circ}08'05''$ West along the East line of the SW/4 a distance of 1322.34 feet to the POINT OF BEGINNING;

THENCE South $88^{\circ}35'38''$ West a distance of 1324.16 feet;

THENCE North $01^{\circ}07'13''$ West along said West line of the E/2 Section 13 a distance of 1322.23 feet to the Northwest corner of the E/2 of the SW/4;

THENCE North $88^{\circ}34'30''$ East along said North line 1324.13 feet to the Northeast corner of the SW/4;

THENCE South $01^{\circ}07'18''$ East along said East line of the SW/4 a distance of 1322.60 feet to the POINT OF BEGINNING. Basis of Bearings is the GPS Bearing of North $01^{\circ}07'18''$ West along the East line of Southwest Quarter (SW/4) of Section Thirteen (13), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma Southwest Quarter (E/2 SW/4) of Section Thirteen (13), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma.

Said tract contains 40.20 acres more or less.

Attachment No. 5
Proposed Final Plat

FINAL PLAT

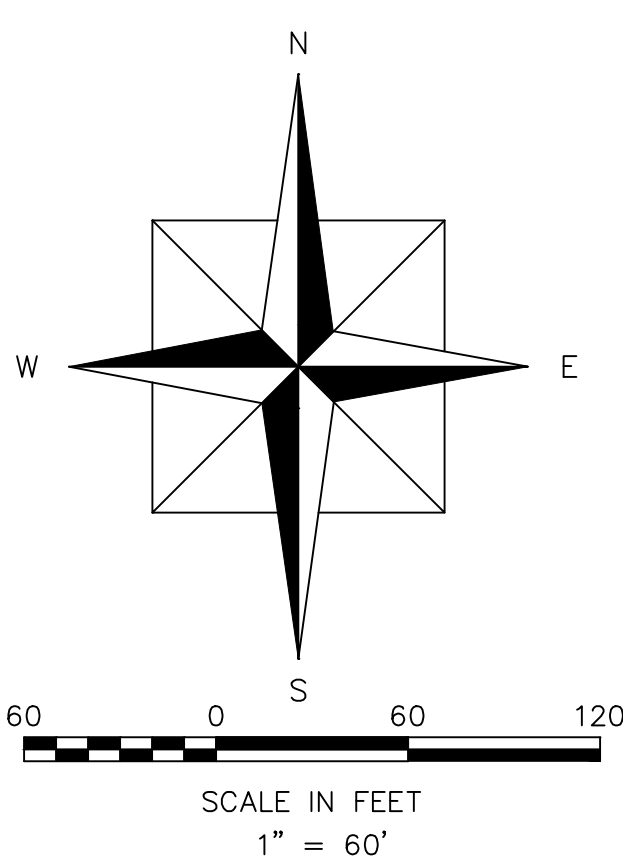
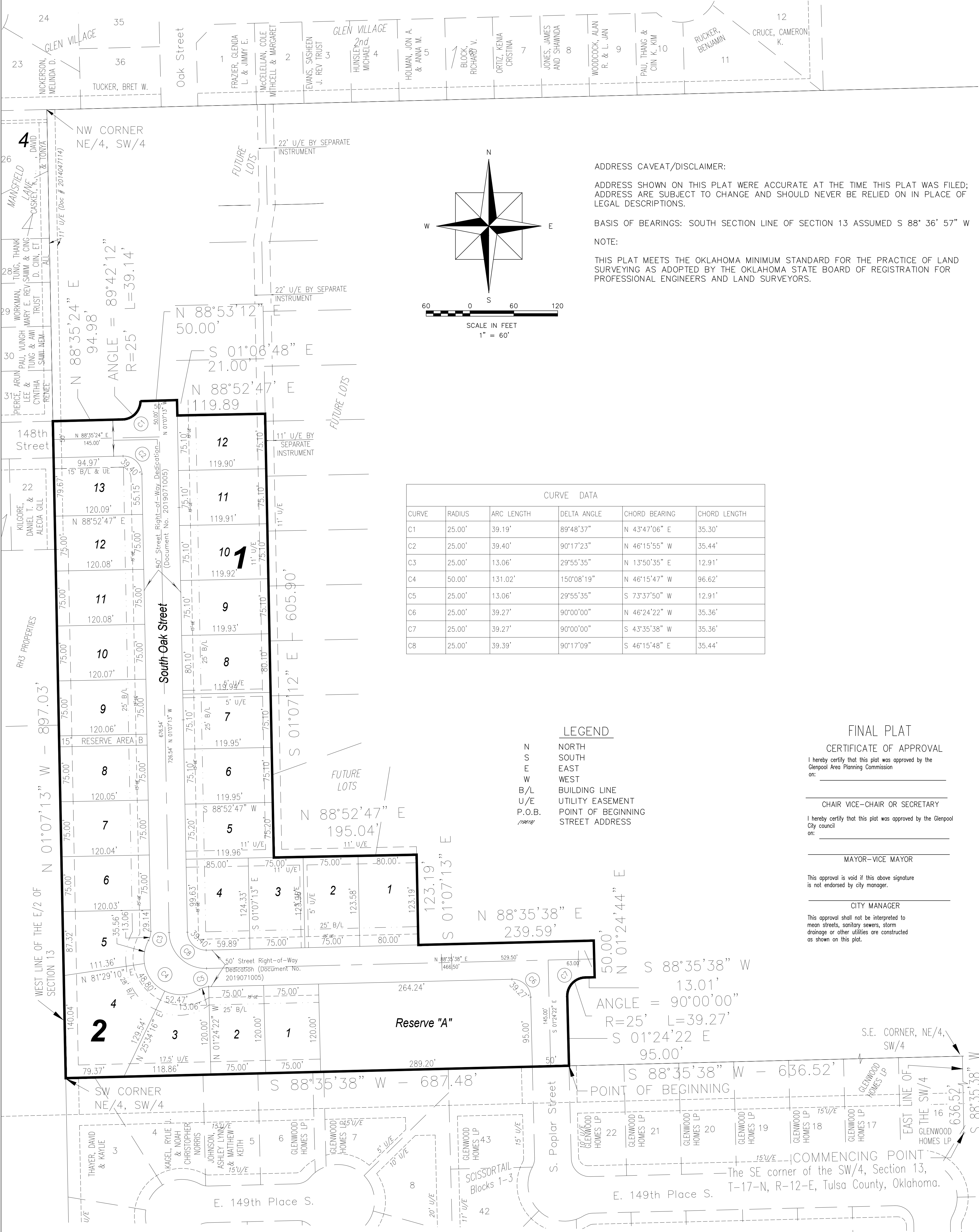
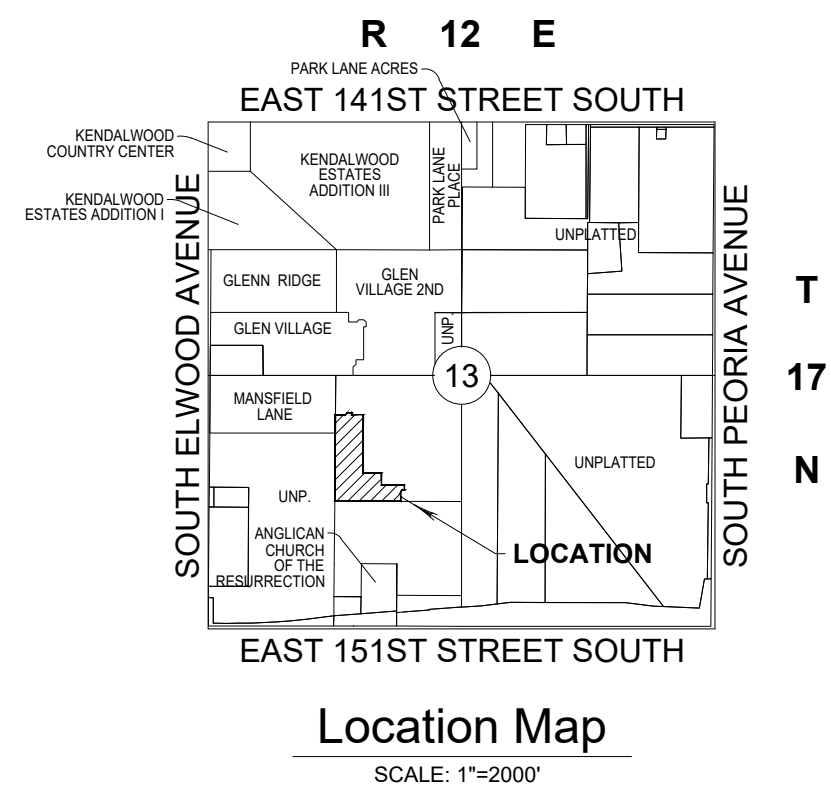
SCISSORTAIL II
PHASE I

ENGINEER/SURVEYOR
TUTTLE & ASSOCIATES, INC.

P.O. Box 471313
TULSA, OKLAHOMA 74147-1313
PHONE: (918) 663-5567
CERTIFICATE OF AUTHORITY CA 465
EXPIRATION 6-30-27

A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SW/4 OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN.

Owner / Developer
McGUIRE BELL LAGO, LLC
5705 E. 71ST ST. SUITE 220
TULSA, OK 74136
PHONE: (918) 949-9268
PATRICK McGUIRE



ADDRESS CAVEAT/DISCLAIMER:

ADDRESS SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED; ADDRESS ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTIONS.

BASIS OF BEARINGS: SOUTH SECTION LINE OF SECTION 13 ASSUMED S 88° 36' 57" W
NOTE:

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

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.19'	89°48'37"	N 43°47'06" E	35.30'
C2	25.00'	39.40'	90°17'23"	N 46°15'55" W	35.44'
C3	25.00'	13.06'	29°55'35"	N 13°50'35" E	12.91'
C4	50.00'	131.02'	150°08'19"	N 46°15'47" W	96.62'
C5	25.00'	13.06'	29°55'35"	S 73°37'50" W	12.91'
C6	25.00'	39.27'	90°00'00"	N 46°24'22" W	35.36'
C7	25.00'	39.27'	90°00'00"	S 43°35'38" W	35.36'
C8	25.00'	39.39'	90°17'09"	S 46°15'48" E	35.44'

LEGEND

- N NORTH
- S SOUTH
- E EAST
- W WEST
- B/L BUILDING LINE
- U/E UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING
- 1788191 STREET ADDRESS

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Glenpool Area Planning Commission on: _____

CHAIR VICE-CHAIR OR SECRETARY

I hereby certify that this plat was approved by the Glenpool City Council on: _____

MAYOR-VICE MAYOR

This approval is void if this above signature is not endorsed by city manager.

CITY MANAGER

This approval shall not be interpreted to mean streets, sanitary sewers, storm drainage or other utilities are constructed as shown on this plat.

**DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
SCISSORTAIL II, PHASE 1**

SCISSORTAIL II, PHASE I
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:
MCQUIRE BELL LAGO, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY,
HEREINAFTER TOGETHER REFERRED TO AS THE OWNER/DEVELOPER" IS THE
OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF GLENPOOL, TULSA
COUNTY, STATE OF OKLAHOMA, TO WIT:

A Tract of land that is part of the East Half of the Southwest Quarter (E/2 SW/4) of Section Thirteen (13), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follow, to-wit:
COMMENCING at the Southeast corner of the SW/4 of said Section 13;
THENCE North 01°08'05" West along the East line of the SW/4 a distance of 1322.34 feet; THENCE South 88°35'38" West along the north line Scissortail blocks 1-3, a distance of 636.52 feet to the POINT OF BEGINNING; THENCE contuing along the North line a distance of 687.48 feet to a point on the West line of the E/2 Section 13; THENCE North 01°07'13" West along said West line 897.03 feet to the Southeast corner of Lot 31, Block 4 of Mansfield Lane; THENCE North 88°35'24" East a distance of 94.98 feet; THENCE on a curve to the left having a radius of 25.00 feet and a central angle of 89°42'12" a distance of 39.14 feet; THENCE North 88°35'24" East a distance of 50.00 feet; THENCE South 1°06'48" East a distance of 21.00 feet; THENCE North 88°52'47" East a distance of 119.89 feet; THENCE South 1°07'12" East a distance of 605.90 feet; THENCE North 88°52'47" East a distance of 195.04 feet; THENCE South 1°07'13" East a distance of 123.19 feet; THENCE North 88°35'38" East a distance of 239.59 feet; THENCE South 1°24'44" East a distance of 50.00 feet; THENCE South 88°35'38" West a distance of 13.01 feet; THENCE on a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" a distance of 39.27 feet; THENCE South 1°24'22" East a distance of 95.00 feet to the POINT OF BEGINNING.
SAID TRACT OF LAND CONTAINING 8.16 ACRES/355,551 SQUARE FEET.
THE BASIS OF BEARING BEING N 88° 36' 13" E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.
AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT" AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "SCISSORTAIL II, PHASE 1", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES
A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT 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 AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, SUBJECT TO THE PRIOR WRITTEN CONSENT AND AUTHORIZATION OF CREEK COUNTY RURAL WATER DISTRICT NO. 2, OF CREEK COUNTY, OKLAHOMA A/K/A CREEK COUNTY RURAL WATER DISTRICT NO. 2 RELATIVE TO WATER LINES, WHO SHALL BE THE DOMESTIC POTABLE WATER SERVICE PROVIDER AND EXCLUSIVE OWNER OF ALL WATERLINES AND FIXTURES/APPURTENANCES ASSOCIATED THEREWITH DEDICATED HEREIN. FOR THE AVOIDANCE OF DOUBT, ALL WATER LINES AND ASSOCIATED FIXTURES/APPURTENANCES/VALVES, ETC. ARE EXPRESSLY DEDICATED SOLELY TO CREEK COUNTY RURAL WATER DISTRICT NO.2. THE OWNER/DEVELOPER 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 SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE SOUTH AND EAST SIDE PERIMETER BOUNDARY OF THE SUBDIVISION, IF LOCATED WITHIN A GENERAL UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL 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 THE UNDERGROUND ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR RESPECTIVE LOTS AND EACH SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

C. 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 OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGEMENT OF THE CITY OF GLENPOOL OR CREEK COUNTY RURAL WATER DISTRICT NO. 2, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER SYSTEMS, STORM SEWER SYSTEMS, OR DRAINAGE FACILITIES SHALL BE PROHIBITED.

3. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER AND STORM SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL 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 THEIR UNDERGROUND SANITARY SEWER OR STORM SEWER FACILITIES.

6. CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL 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 THEIR UNDERGROUND WATER FACILITIES.

7. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, AND/OR CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS, AND LOT OWNERS AGREE TO BE BOUND HEREBY.

D. GAS SERVICE

1. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF GAS FACILITIES LOCATED ON THEIR RESPECTIVE LOTS.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A GAS MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH A GAS MAIN SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF GAS MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 GAS FACILITIES.

5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE

LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

E. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, DRAINAGE AREAS OF HIGHER ELEVATION, AND 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/OR SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. RESERVE AREAS

RESERVE AREA 'A', IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A UTILITY EASEMENT, OPEN SPACE, SIDEWALKS, RECREATION, LANDSCAPING, DRAINAGE, AND DETENTION.

RESERVE AREA "B" IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A UTILITY EASEMENT, OPEN SPACE, SIDEWALKS, RECREATION, LANDSCAPING.

RESERVE AREAS ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE SCISSORTAIL II HOMEOWNERS' ASSOCIATION, FOR THEIR USE MAINTENANCE AND REPAIR, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN THE SCISSORTAIL II COMMUNITY AS SET FORTH WITHIN SECTION IV THEREOF.

SECTION II. DEVELOPMENT STANDARDS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF GLENPOOL, OKLAHOMA.

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. APPLICABLE ORDINANCE

THE DEVELOPMENT OF SCISSORTAIL II SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE GLENPOOL ZONING CODE, AS SUCH PROVISIONS EXISTED ON JUNE 3, 2024.

B. DEVELOPMENT STANDARDS

GROSS LAND AREA: 8.16 ACRES (355,551 SQUARE FEET)

EXISTING ZONING: RS-3

DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN SCISSORTAIL II.

PERMITTED USES:

SINGLE-FAMILY DWELLINGS, AND CUSTOMARY FACILITIES AND AMENITIES, INCLUSIVE OF COMMON SPACE AREA USES.

MINIMUM LOT WIDTH (AT THE BUILDING SETBACK LINE): 75 FEET

MINIMUM LOT AREA: 9,000 SQUARE FEET

MINIMUM FRONT YARD SETBACK: 25 FEET

MINIMUM REAR YARD SETBACK: 20 FEET

MINIMUM SIDE YARD SETBACK ONE SIDE: 10 FEET

MINIMUM SIDE YARD SET BACK OTHER SIDE: 5 FEET

NO RESIDENCE SHALL BE BUILT NEARER THAN FIVE (5) FEET TO ANY SIDE LOT ON ONE SIDE, AND FIVE (5) FEET ON THE LOWER SIDE, THUS REQUIRING A COMBINED TOTAL OF AT LEAST TEN (10) FEET BETWEEN THE RESIDENCE AND BOTH SIDE LOT LINES. WHERE SIDE LOT EASEMENTS ARE SHOWN GREATER THAN THE FOREGOING, NO ENCROACHMENT SHALL BE ALLOWED ON THE

EASEMENT. FOR LOTS THAT UTILIZE A 5' SIDE YARD, THE AIR CONDITIONING PAD AND UNIT SHALL BE LOCATED BEHIND THE HOUSE AND OUTSIDE OF THE 5' SIDE YARD.

ALL OTHER YARDS ABUTTING A PUBLIC STREET: 15 FEET, UNLESS A SIDE ENTRY GARAGE IS PROPOSED

IF A SIDE ENTRY GARAGE IS PROPOSED, THE BUILDING WALL CONTAINING THE GARAGE DOOR SHALL BE SET A MINIMUM OF 20 FEET FROM THE STREET RIGHT OF WAY.MINIMUM DWELLING SIZE: MINIMUM OF 1,500 SQUARE FEET OF FINISHED HEATED LIVING AREA.

MAXIMUM STRUCTURE HEIGHT: 35 FEET

C. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

THE APPROVED FINAL PLAT OF THE SUBDIVISION SHALL CONSTITUTE THE DETAILED SITE PLAN REQUIRED BY THE GLENPOOL ZONING CODE. THE DEVELOPMENT AND USE OF SCISSORTAIL II SHALL BE IN COMPLIANCE WITH THE APPROVED BUILDING PLANS AND SITE PLANS, AS MAY BE LATER APPROVED BY THE GLENPOOL PLANNING COMMISSION OR ITS SUCCESSOR.

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION II., THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE GLENPOOL ZONING CODE AS THE SAME EXISTED ON 10/08/2024.

SECTION III. PRIVATE RESTRICTIONS

A. ARCHITECTURAL COMMITTEE.

1. PLAN REVIEW. NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL BE ERECTED, PLACED OR ALTERED, (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER, ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE." FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TEN (10) DAYS AFTER SUBMISSION THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUND AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. TRANSFER OF DUTIES. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON JANUARY 1, 2028, BE DEEMED TRANSFERRED TO THE SCISSORTAIL II HOMEOWNERS' ASSOCIATION, INC. (TO BE ESTABLISHED AS SET FORTH WITHIN SECTION III HEREOF), OR UPON WRITTEN ASSIGNMENT TO SAID HOMEOWNERS' ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

B. USE.

THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES. NO MORE THAN ONE RESIDENCE SHALL BE PERMITTED UPON EACH PLATTED LOT. LOT SPLITS SHALL BE PROHIBITED EXCEPT AS PROVIDED BY AMENDMENT EXERCISED UNDER SECTION V (c) HERERIN.

C. FLOOR AREA.

SQUARE FOOTAGE SHALL BE COMPUTED FOR LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.

D. MAXIMUM BUILDING HEIGHT.

NO BUILDING SHALL EXCEED TWO STORIES OR THIRTY-FIVE (35) FEET IN HEIGHT.

E. GARAGES.

GARAGES SHALL PROVIDE A MINIMUM OF TWO PARKING SPACES FOR

**DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
SCISSORTAIL II, PHASE 1**

AUTOMOBILES. ALL GARAGES SHALL BE ATTACHED TO THE RESIDENCE. GARAGES SHALL BE ENCLOSED. CARPORTS ARE PROHIBITED. GARAGE DOORS SHALL NOT CONTAIN GLASS.

F. FOUNDATIONS.

ALL EXPOSED DWELLING FOUNDATIONS AND/OR STEM WALLS SHALL BE OF MASONRY.

G. MASONRY.

THE EXTERIOR SURFACE OF ALL DWELLINGS, EXCEPT WINDOWS, DOORS, OPEN PORCHES AND PATIO COVERS, SHALL BE 100% MASONRY TO THE FIRST-FLOOR PLATE LINE.

H. ROOF PITCH.

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12. PORCHES AND PATIOS SHALL NOT HAVE A ROOF PITCH OF LESS THAN 4/12.

I. ROOFING MATERIALS

ROOFING FOR A DWELLING SHALL BE TAMKO HERITAGE 30 YEAR WEATHER WOOD COLOR. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED.

J. DRIVEWAYS.

DRIVEWAYS SHALL BE CONCRETE AND REQUIRE APPROVAL OF THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION.

K. FENCING.

FENCES SHALL BE SIX (6) FEET IN HEIGHT AND MADE OF WOOD PRIVACY FENCING. NO CHAIN LINK FENCES SHALL BE PERMITTED WITHOUT APPROVAL OF THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION. NO FENCE SHALL BE ERRECTED NEARER TO THE FRONT LOT LINE THAN THE TWENTY-FIVE (25) FOOT BUILDING LINE OR NEARER TO THE SIDE STREET LOT LINE THAN THE SIDE BUILDING LINE SHOWN ON THE RECORDED PLAT.

L. SEASONAL DECORATIONS.

ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

M. ON-SITE CONSTRUCTION.

NO RESIDENCE OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO OR PLACED ON ANY LOT.

N. OUTBUILDINGS.

NO TRAILER, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERRECTED ON A LOT SHALL AT ANY TIME BE USED AS A RESIDENCE, TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE.

O. SWIMMING POOLS.

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

P. ANTENNAS.

NO RADIO OR TELEVISION ANTENNAS, PLACED ON ANY ROOF OF ANY BUILDING ERRECTED ON ANY LOT, OR ANY FREE-STANDING ANTENNAS ERRECTED ON ANY LOT, SHALL BE PERMITTED AT A HEIGHT EXCEEDING THE ELEVATION OF THE TOP OF THE RIDGE LINE OF THE ROOF OF THE RESIDENCE ON THE LOT. ALL DISH-TYPE OR SIMILAR SATELLITE RECEIVING ANTENNAS ON ALL LOTS SHALL BE SCREENED FROM PUBLIC VIEW WHEN VIEWED FROM THE STREET AND SHALL NOT EXCEED 20" IN DIAMETER.

Q. LOT MAINTENANCE.

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

R. RECREATIONAL VEHICLES.

BOATS, TRAILERS, CAMPERS AND OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL NOT BE STORED ON ANY LOT, FOR MORE THAN TWENTY-FOUR (24) HOURS, EXCEPT WITHIN AN ENCLOSED GARAGE.

S. NON-RECREATIONAL TRAILERS, MACHINERY AND EQUIPMENT

NO NON-RECREATIONAL TRAILERS, MACHINERY OR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, OR ON ANY STREET WITHIN THE SUBDIVISION; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY AND EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH CONSTRUCTION SERVICES PERTAINING TO A RESIDENCE.

T. GARBAGE RECEPTACLES.

NO EXPOSED GARBAGE CAN, TRASH CAN, TRASH BURNING APPARATUS OR STRUCTURE, SHALL BE PLACED ON ANY LOT OR ANY RESERVE AREA.

U. ANIMALS.

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT DOGS, CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

V. NOXIOUS ACTIVITY.

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT OR UPON ANY RESERVE AREA. NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE SUBDIVISION.

W. SIGNAGE.

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 6 SQUARE FEET ADVERTISING THE SALE OR RENTAL OF THE REAL PROPERTY THEREON.

X. MATERIALS AND STORAGE.

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION DURING CONSTRUCTION.

Y. GARAGE SALES/YARD SALES.

GARAGE SALES/YARD SALES SHALL NOT BE PERMITTED IN THE SUBDIVISION.

Z. BASKETBALL GOALS.

NO BASKETBALL GOAL OR STRUCTURE SHALL BE PERMITTED IN ANY OF THE STREET RIGHTS OF WAY.

AA. INOPERATIVE VEHICLES.

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT. EACH LOT SHALL BE MAINTAINED FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

BB. AC PAD AND UNIT.

FOR LOTS THAT UTILIZE A 5' SIDE YARD, THE AC PAD AND UNIT SHALL BE LOCATED BEHIND THE HOUSE AND OUTSIDE OF THE 5' SIDE YARD.

CC. MAILBOXES.

ALL MAILBOXES SHALL BE OF A SINGULAR DESIGN FOR THE LOTS WITHIN SCISSORTAIL II, AS APPROVED BY THE ARCHITECTURAL COMMITTEE. NO MAILBOXES SHALL BE ERRECTED ON ANY RESIDENTIAL LOT WITHOUT THE APPROVAL OF THE DESIGN BY THE OWNER/DEVELOPER AT THE CLOSING OF EACH LOT.

DD. FRONT YARD LANDSCAPING.

ALL YARDS FACING A STREET SHALL BE PROFESSIONALLY LANDSCAPED WITH THE FOLLOWING STANDARDS PRIOR TO A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF GLENPOOL:

1. (1) – 1.5" DIA. TREE (MAPLE, OAK, OR REDBUD) OR APPROVED EQUAL

2. (2) – 5 GAL. CREPE MYRTLES OR APPROVED EQUAL

3. (3) – 3 GAL. BOXWOODS OR APPROVED EQUAL

4. 250 SF (MIN.) MULCHED PLANTER BEDS WITH 2" MIN. MULCH DEPTH AND STEEL EDGING

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN SCISSORTAIL II (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING RESERVE AREA "A", "B","C", AND "D", AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SCISSORTAIL II.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF RESERVE AREA "A", "B", "C", AND "D".

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE GLENPOOL ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF GLENPOOL, OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. PRIVATE RESTRICTIONS AND SECTION IV. HOMEOWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY AN OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION IV AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN TWENTY (20) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III. PRIVATE RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF 60% OF THE LOTS WITHIN THE

SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION IV. HOMEOWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED. NO AMENDMENT OR TERMINATION OF A COVENANT OR RESTRICTION SHALL BE DRAFTED AS TO AFFECT A SPECIFIC LOT(S) EXCEPT AS PROVIDED HEREIN UNDER SECTION III (B), USE.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER JUDGEMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT, IN WITNESS WHEREOF, MCGUIRE BELL LAGO, LLC, AN OKLAHOMA LIMITED LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2025.

MCGUIRE BELL LAGO, LLC
AN OKLAHOMA LIMITED LIABILITY

BY: L PATRICK MCGUIRE, MANAGER

STATE OF OKLAHOMA)
) SS)

BEFORE ME THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED L. PATRICK MCGUIRE TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FORE THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES

MY COMMISSION NUMBER

CERTIFICATE OF SURVEY

I, JEFFREY A. TUTTLE, OF TUTTLE AND ASSOCIATES, INC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #126, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "SCISSORTAIL II", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JEFFREY A. TUTTLE

LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1094

STATE OF OKLAHOMA)
) SS)

COUNTY OF TULSA)
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED JEFFREY A. TUTTLE TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES

ENGINEER/SURVEYOR
TUTTLE & ASSOCIATES, INC.
 P.O. Box 47133
 TULSA, OKLAHOMA 74147-1313
 PHONE: (918) 663-5567
 CERTIFICATE OF AUTHORITY CA 465
 EXPIRATION 6-30-27

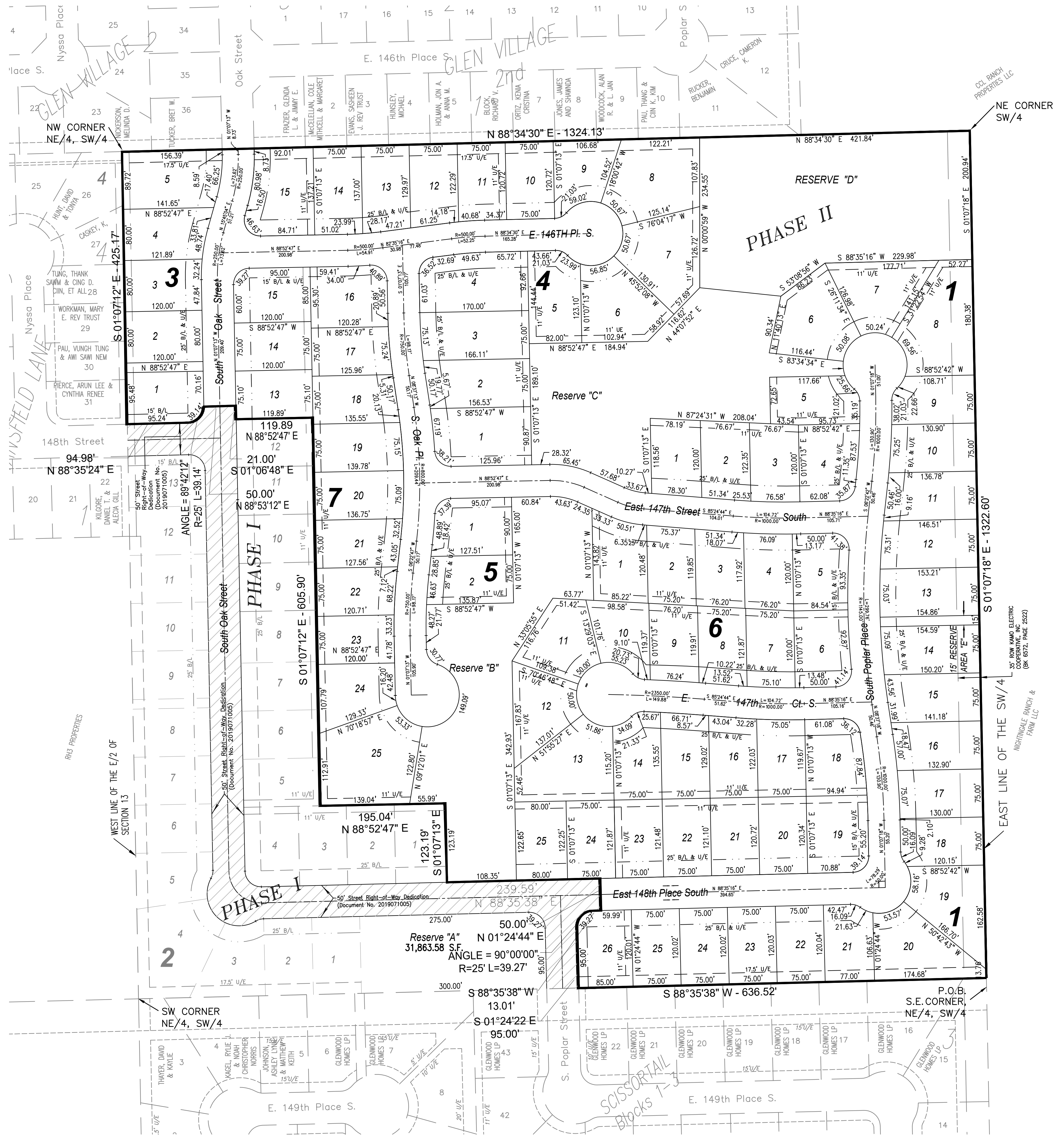
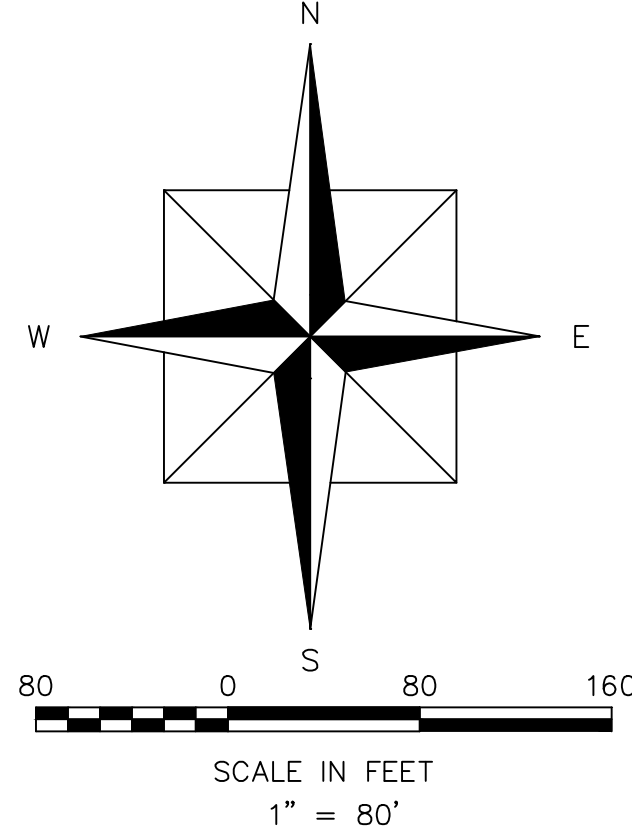
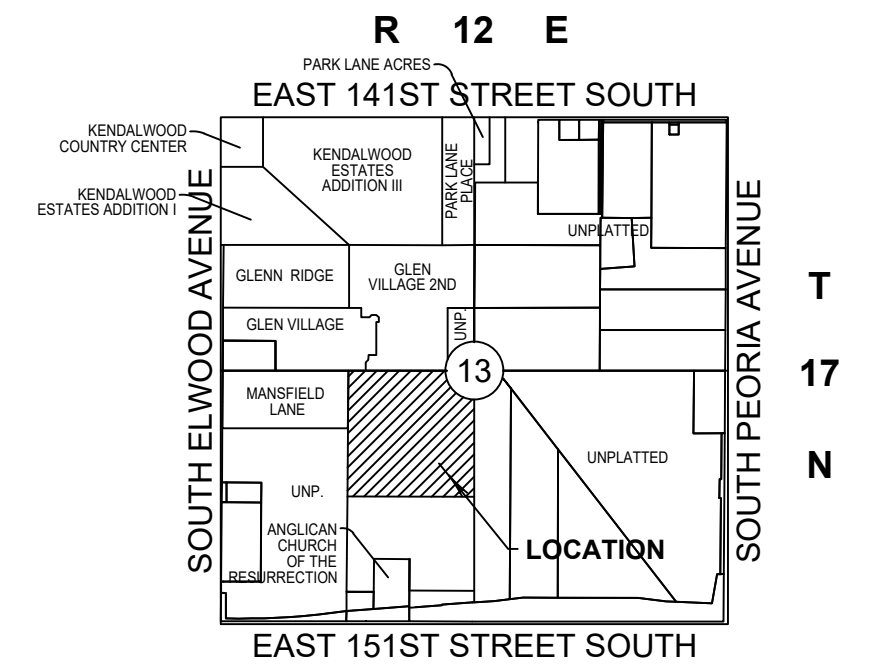
Owner / Developer
McGUIRE BELL LAGO, LLC
 5705 E. 71ST ST. SUITE 220
 TULSA, OK 74136
 PHONE: (918) 949-9268
 PATRICK MCGUIRE

FINAL PLAT

SCISSORTAIL II

PHASE II

A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SW/4 OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN.



LEGEND

N NORTH
 S SOUTH
 E EAST
 W WEST
 B/L BUILDING LINE
 U/E UTILITY EASEMENT
 P.O.B. POINT OF BEGINNING
 STREET ADDRESS

ADDRESS CAVEAT/DISCLAIMER:
 ADDRESS SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED;
 ADDRESS ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTIONS.
 BASIS OF BEARINGS: SOUTH SECTION LINE OF SECTION 13 ASSUMED S 88° 36' 57" W
 NOTE:
 THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARD FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

**DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
SCISSORTAIL II**

SCISSORTAIL II PHASE II
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:
MCQUIRE BELL LAGO, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY,
HEREINAFTER TOGETHER REFERRED TO AS THE OWNER/DEVELOPER" IS THE
OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF GLENPOOL, TULSA
COUNTY, STATE OF OKLAHOMA, TO WIT:
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A Tract of land that is part of the East Half of the Southwest Quarter (E/2
SW/4) of Section Thirteen (13), Township Seventeen (17) North, Range Twelve
(12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma,
according to the U.S. Government Survey thereof, being more particularly
described as follow, to-wit:
COMMENCING at the Southeast corner of the SW/4 of said Section 13;

THENCE North 01°08'05" West along the East line of the SW/4 a distance of
1322.34 feet to the POINT OF BEGINNING;
THENCE North 01°07'18" West along the East line of the SW/4 a distance of
1322.60 feet to the Northeast corner of the SW/4;
THENCE South 88°34'30" West along said North line 1324.13 feet to the
Northwest corner of the E/2 of the SW/4;
THENCE South 01°07'13" East along said West line 425.17 feet;
THENCE North 88°35'24" East 94.98 feet;
THENCE on a curve to the left having a radius of 25.00 feet and a central
angle of 89°42'12" a distance of 39.14 feet;
THENCE North 88°35'24" East a distance of 50.00 feet;
THENCE South 1°06'48" East a distance of 21.00 feet;
THENCE North 88°52'47" East a distance of 119.89 feet;
THENCE South 1°07'12" East a distance of 605.90 feet;
THENCE North 88°52'47" East a distance of 195.04 feet;
THENCE South 1°07'13" East a distance of 123.19 feet;
THENCE North 88°35'38" East a distance of 239.59 feet;
THENCE South 1°24'44" East a distance of 50.00 feet;
THENCE South 88°35'38" West a distance of 13.01 feet;
THENCE on a curve to the left having a radius of 25.00 feet and a central
angle of 90°00'00" a distance of 39.27 feet;
THENCE South 1°24'22" East a distance of 95.00 feet;
THENCE North 88°35'38" East 636.52 feet to the POINT OF BEGINNING.
SAID TRACT OF LAND CONTAINING 32.04 ACRES or 1,395,561 SQUARE FEET.
THE BASIS OF BEARING BEING N 88° 36' 13" E ALONG THE SOUTH LINE OF
THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP
SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND
MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S.
GOVERNMENT SURVEY THEREOF.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED,
PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS,
IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER
THE "PLAT" AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS
"SCISSORTAIL II", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY,
OKLAHOMA (HEREINAFTER "SCISSORTAIL II" OR THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES
A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS
DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR
PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING
PLAT 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 AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND
ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND
EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES
AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES
THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER
LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS
FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING
OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE
PLAT, SUBJECT TO THE PRIOR WRITTEN CONSENT AND AUTHORIZATION OF
CREEK COUNTY RURAL WATER DISTRICT NO. 2, OF CREEK COUNTY, OKLAHOMA
A/K/A CREEK COUNTY RURAL WATER DISTRICT NO. 2 RELATIVE TO WATER
LINES, WHO SHALL BE THE DOMESTIC POTABLE WATER SERVICE PROVIDER AND
EXCLUSIVE OWNER OF ALL WATERLINES AND FIXTURES/APPURTENANCES
ASSOCIATED THEREWITH DEDICATED HEREIN. FOR THE AVOIDANCE OF DOUBT,
ALL WATER LINES AND ASSOCIATED FIXTURES/APPURTENANCES/VALVES, ETC.
ARE EXPRESSLY DEDICATED SOLELY TO CREEK COUNTY RURAL WATER DISTRICT
NO.2. THE OWNER/DEVELOPER 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 SHALL BE PLACED, ERECTED,
INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE
DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING,
CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN
OBSTRUCTION.B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE
TELEVISION SERVICES MAY BE LOCATED ALONG THE SOUTH AND EAST SIDE
PERIMETER BOUNDARY OF THE SUBDIVISION, IF LOCATED WITHIN A GENERAL
UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT
POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND

CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES
SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS.
SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT
SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY
EASEMENTS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE
LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE
PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE
LOCATION AND CONSTRUCTION OF SUCH STRUCTURE MAY BE LOCATED UPON
THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A
PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE
DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE
LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE
SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER
TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES,
THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF
ACCESS TO ALL GENERAL 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 THE UNDERGROUND ELECTRIC, TELEPHONE OR
CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY
SERVICE.

4. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE
UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR RESPECTIVE LOTS AND
EACH SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION
ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE
TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR
ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL
PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR
NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE
ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE
TELEVISION SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

C. 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 OR ANY CONSTRUCTION
ACTIVITY WHICH, IN THE JUDGEMENT OF THE CITY OF GLENPOOL OR CREEK
COUNTY RURAL WATER DISTRICT NO. 2, WOULD INTERFERE WITH PUBLIC WATER
MAINS, SANITARY SEWER SYSTEMS, STORM SEWER SYSTEMS, OR DRAINAGE
FACILITIES SHALL BE PROHIBITED.

3. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE
RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER AND
STORM SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION
OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR
SAID OWNER'S AGENTS OR CONTRACTORS.

4. CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS, SHALL
BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT
THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES
CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SAID OWNER'S AGENTS
OR CONTRACTORS.

5. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, THROUGH ITS
PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF
ACCESS WITH THEIR EQUIPMENT TO ALL 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 THEIR UNDERGROUND SANITARY SEWER OR STORM
SEWER FACILITIES.

6. CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS,
THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE
RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL 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 THEIR UNDERGROUND WATER FACILITIES.

7. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE
ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS,
AND/OR CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS,
AND LOT OWNERS AGREE TO BE BOUND HEREBY

.D. GAS SERVICE

1. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF GAS
FACILITIES LOCATED ON THEIR RESPECTIVE LOTS.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING
PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS
EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A GAS MAIN OR
ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH A GAS MAIN
SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY
MAINTENANCE OF GAS MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR
RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS
AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF
ACCESS TO ALL 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 GAS
FACILITIES.

5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE
LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN
TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION
OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT
UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE,
THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A
DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5
FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE,
EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE
STRUCTURE.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE
ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND LOT OWNERS AGREE TO
BE BOUND HEREBY.

E. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE
STORM AND SURFACE WATERS FROM LOTS, DRAINAGE AREAS OF HIGHER
ELEVATION, AND 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/OR
SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS
SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED
LOT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. RESERVE AREAS

RESERVE AREA 'A', 'B', AND 'C' ARE HEREBY DEDICATED FOR THE PURPOSE OF
ESTABLISHING AND MAINTAINING A UTILITY EASEMENT, OPEN SPACE, SIDEWALKS,
RECREATION, LANDSCAPING, DRAINAGE, AND DETENTION AND IS RESERVED FOR
SUBSEQUENT CONVEYANCE TO THE SCISSORTAIL II HOMEOWNERS' ASSOCIATION,
FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL
RESIDENTIAL LOTS WITHIN THE SCISSORTAIL II COMMUNITY AS SET FORTH WITHIN
SECTION IV THEREOF.

RESERVE AREA 'D' SHALL REMAIN AS A WILDERNESS AREA AND REMAIN
UNDISTURBED.

SECTION II. DEVELOPMENT STANDARDS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR
THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT TO INSURE
ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE
OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF
GLENPOOL, OKLAHOMA.

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING
RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH
THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS
SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER
SET FORTH.

A. APPLICABLE ORDINANCE

THE DEVELOPMENT OF SCISSORTAIL II SHALL BE SUBJECT TO THE PLANNED
UNIT DEVELOPMENT PROVISIONS OF THE GLENPOOL ZONING CODE, AS SUCH
PROVISIONS EXISTED ON JUNE 3, 2024.

B. DEVELOPMENT STANDARDS

GROSS LAND AREA: 32.04 ACRES (1,395,561 SQUARE FEET)

EXISTING ZONING: RS-3

DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN SCISSORTAIL II.

.PERMITTED USES:

SINGLE-FAMILY DWELLINGS, AND CUSTOMARY FACILITIES AND AMENITIES,
INCLUSIVE OF COMMON SPACE AREA USES.

MINIMUM LOT WIDTH (AT THE BUILDING SETBACK LINE): 75 FEET

MINIMUM LOT AREA: 9,000 SQUARE FEET

MINIMUM FRONT YARD SETBACK: 25 FEET

MINIMUM REAR YARD SETBACK: 20 FEET

MINIMUM SIDE YARD SETBACK: 5 FEET

NO RESIDENCE SHALL BE BUILT NEARER THAN FIVE (5) FEET TO ANY SIDE LOT

ON ONE SIDE, AND FIVE (5) FEET ON THE LOWER SIDE, THUS REQUIRING A
COMBINED TOTAL OF AT LEAST TEN (10) FEET BETWEEN THE RESIDENCE AND
BOTH SIDE LOT LINES. WHERE SIDE LOT EASEMENTS ARE SHOWN GREATER
THAN THE FOREGOING, NO ENCROACHMENT SHALL BE ALLOWED ON THE
EASEMENT. FOR LOTS THAT UTILIZE A 5' SIDE YARD, THE AIR CONDITIONING
PAD AND UNIT SHALL BE LOCATED BEHIND THE HOUSE AND OUTSIDE OF THE
5' SIDE YARD.

ALL OTHER YARDS ABUTTING A PUBLIC STREET: 15 FEET, UNLESS A SIDE
ENTRY GARAGE IS PROPOSED

IF A SIDE ENTRY GARAGE IS PROPOSED, THE BUILDING WALL CONTAINING THE
GARAGE DOOR SHALL BE SET A MINIMUM OF 20 FEET FROM THE STREET RIGHT
OF WAY
MINIMUM DWELLING SIZE: MINIMUM OF 1,500 SQUARE FEET OF FINISHED HEATED
LIVING AREA.
MAXIMUM STRUCTURE HEIGHT: 35 FEET

C. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

THE APPROVED FINAL PLAT OF THE SUBDIVISION SHALL CONSTITUTE THE
DETAILED SITE PLAN REQUIRED BY THE GLENPOOL ZONING CODE. THE
DEVELOPMENT AND USE OF SCISSORTAIL II SHALL BE IN COMPLIANCE WITH THE
APPROVED BUILDING PLANS AND SIGN PLANS, AS MAY BE LATER APPROVED
BY THE GLENPOOL PLANNING COMMISSION OR ITS SUCCESSOR.

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS
SECTION II., THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET
FORTH WITHIN THE GLENPOOL ZONING CODE AS THE SAME EXISTED ON
10/08/2024.

SECTION III. PRIVATE RESTRICTIONS

A. ARCHITECTURAL COMMITTEE.

1. PLAN REVIEW. NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL
BE ERECTED, PLACED OR ALTERED, (INCLUDING EXTERIOR PAINTING) ON ANY
LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING
BY THE OWNER/DEVELOPER, ITS AUTHORIZED REPRESENTATIVES OR
SUCCESSORS, HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL
COMMITTEE." FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS
SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN,
EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS
AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO
APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS
HEREIN REQUIRED WITHIN TEN (10) DAYS AFTER SUBMISSION THE PLANS SO
SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE
SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE
APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO
SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE
MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY
FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL
COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED
TO HAVE BEEN FULLY COMPLIED WITH.

2. COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO
PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN
ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER
AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF
THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO
BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON
WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE
SURROUND AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR
ANY APPROVAL DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS
APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR
RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL
DESIGN GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR
FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF
ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT
ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION
RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD
OTHERWISE BE ENTITLED TO PROSECUTE.

3. TRANSFER OF DUTIES. THE POWERS AND DUTIES OF THE ARCHITECTURAL
COMMITTEE SHALL, ON JANUARY 1, 2028, BE DEEMED TRANSFERRED TO THE
SCISSORTAIL II HOMEOWNERS' ASSOCIATION, INC. (TO BE ESTABLISHED AS SET
FORTH WITHIN SECTION III HEREOF), OR UPON WRITTEN ASSIGNMENT TO SAID
HOMEOWNERS' ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER
EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES
SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.B.
USE.

THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY
RESIDENCES AND CUSTOMARY ACCESSORY USES. NO MORE THAN ONE
RESIDENCE SHALL BE PERMITTED UPON EACH PLATTED LOT. LOT SPLITS SHALL
BE PROHIBITED EXCEPT AS PROVIDED BY AMENDMENT EXERCISED UNDER
SECTION V (c) HEREIN.

C. FLOOR AREA.

SQUARE FOOTAGE SHALL BE COMPUTED FOR LIVING SPACE, EXCLUSIVE OF
PORCHES, PATIOS, AND GARAGES.

D. MAXIMUM BUILDING HEIGHT.

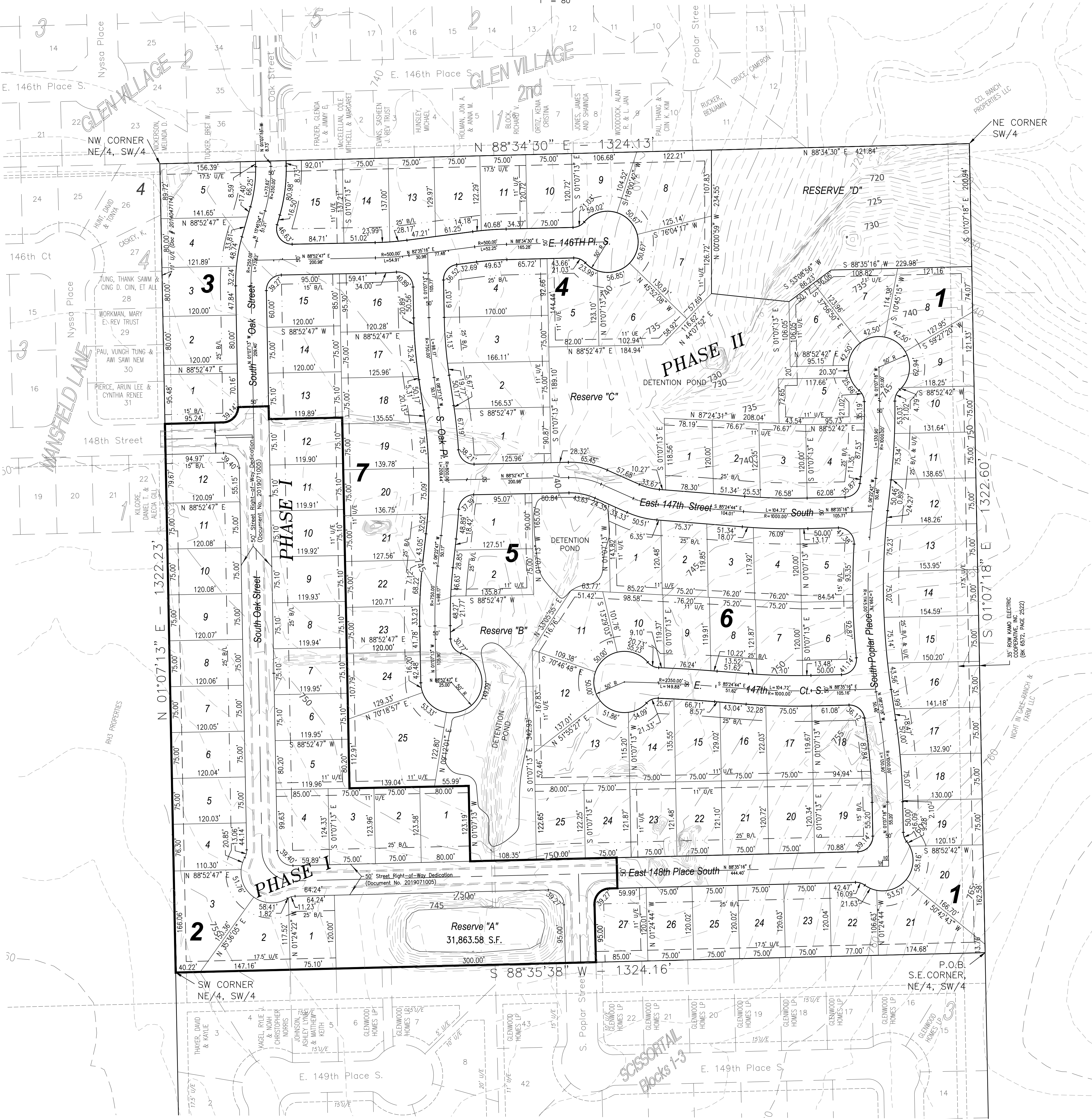
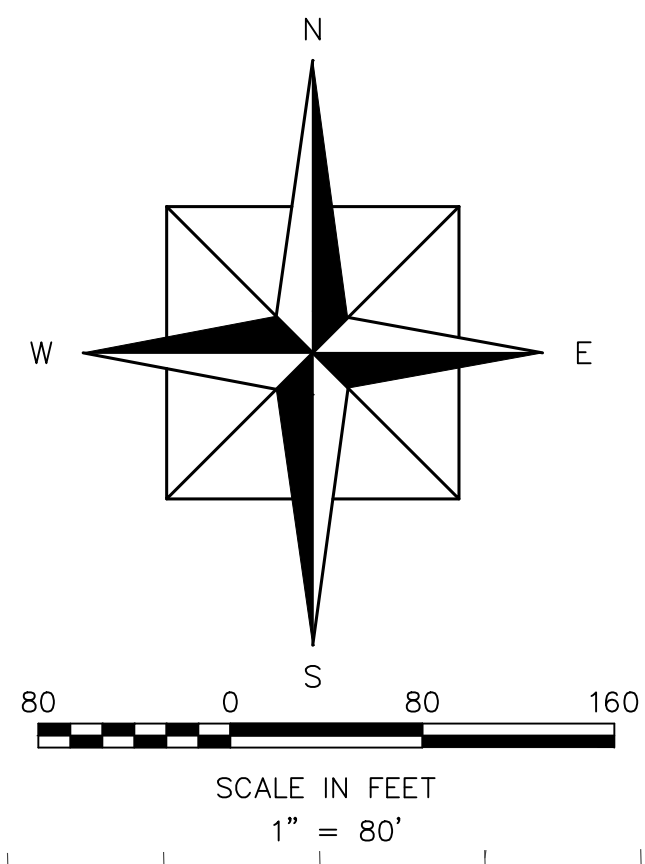
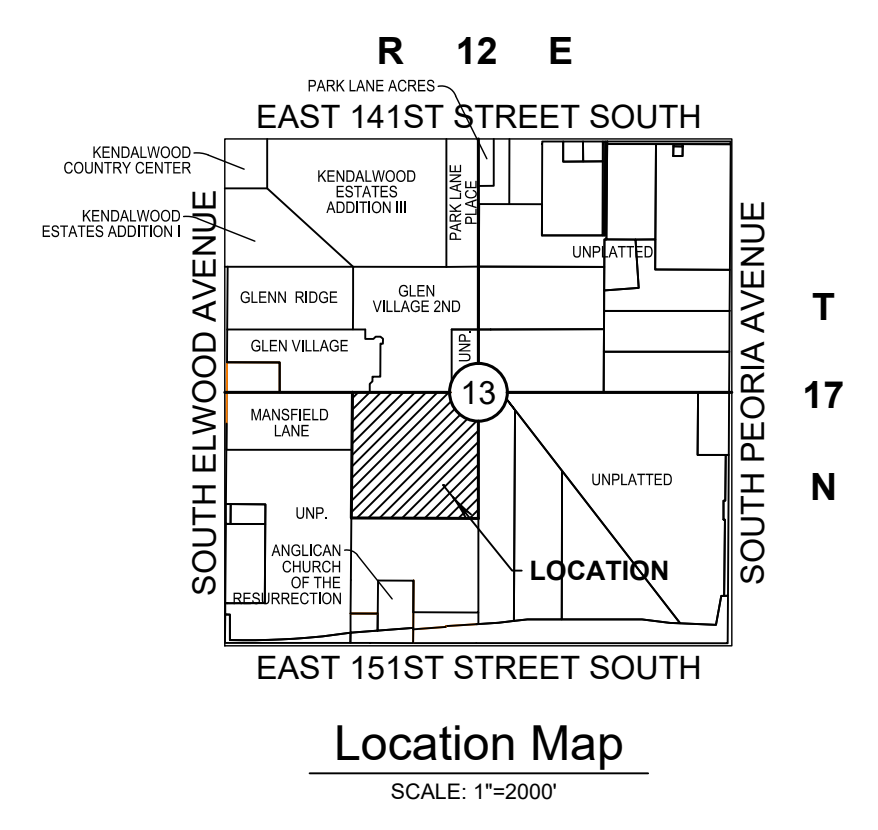
Attachment No. 6
Approved Preliminary

ENGINEER/SURVEYOR
TUTTLE & ASSOCIATES, INC.
 P.O. Box 471313
 TULSA, OKLAHOMA 74147-1313
 PHONE: (918) 663-5567
 CERTIFICATE OF AUTHORITY CA 465
 EXPIRATION 6-30-25

PRELIMINARY PLAT *SCISSORTAIL II*

A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SW/4 OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN.

Owner / Developer
McGUIRE BELL LAGO, LLC
 5705 E. 71ST ST. SUITE 220
 TULSA, OK 74136
 PHONE: (918) 949-9268
 PATRICK McGUIRE



LEGEND

- N NORTH
- S SOUTH
- E EAST
- W WEST
- B.L. BUILDING LINE
- U/E UTILITY EASEMENT
- L.N.A. LIMITS OF NO ACCESS
- P.O.B. POINT OF BEGINNING
- RW/E CREEK COUNTY #2 RURAL WATER DISTRICT STREET ADDRESS
- F&LE FENCE AND LANDSCAPE EASEMENT

NOTES:

1. ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED; ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTIONS.
2. BASIS FOR BEARINGS IS EAST LINE OF SECTION ASSUMED S 01°36'13" E.
3. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARD FOR THE PRACTICE OF LAND PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

LEGAL DESCRIPTION

A Tract of land that is part of the East Half of the Southwest Quarter (E/2 SW/4) of Section Thirteen (13), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit: COMMENCING at the Southeast corner of the SW/4 of said Section 13; THENCE North 01°08'05" West along the East line of the SW/4 a distance of 1322.34 feet to the POINT OF BEGINNING; THENCE South 88°35'38" West 1324.16 feet to a point on the West line of the E/2 Section 13; THENCE North 01°07'13" West along said West line 1322.23 feet to the Northwest corner of the E/2 of the SW/4; THENCE North 88°34'30" East along said North line 1324.13 feet to the Northeast corner of the SW/4; THENCE South 01°07'18" East along the East line of the SW/4 a distance of 1322.60 feet to the POINT OF BEGINNING SAID TRACT OF LAND CONTAINING 40.20 ACRES/1,751,112 SQUARE FEET.

**DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
SCISSORTAIL II**

SCISSORTAIL PHASE II
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:
MCGUIRE BELL LAGO, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY,
HEREINAFTER TOGETHER REFERRED TO AS THE OWNER/DEVELOPER" IS THE
OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF GLENPOOL, TULSA
COUNTY, STATE OF OKLAHOMA, TO WIT:
MORE PARTICULARLY DESCRIBE AS FOLLOWS:

A Tract of land that is part of the East Half of the Southwest Quarter (E/2
SW/4) of Section Thirteen (13), Township Seventeen (17) North, Range Twelve
(12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma,
according to the U.S. Government Survey thereof, being more particularly
described as follow, to-wit:
COMMENCING at the Southeast corner of the SW/4 of said Section 13;
THENCE North 01°08'05" West along the East line of the SW/4 a distance of
1322.34 feet to the POINT OF BEGINNING; THENCE South 88°35'38" West
1324.16 feet to a point on the West line of the E/2 Section 13; THENCE
North 01°07'13" West along said West line 1322.23 feet to the Northwest
corner of the E/2 of the SW/4; THENCE North 88°34'30" East along said
North line 1324.13 feet to the Northeast corner of the SW/4; THENCE South
01°07'18" East along the East line of the SW/4 a distance of 1322.60 feet to
the POINT OF BEGINNING

SAID TRACT OF LAND CONTAINING 40.20 ACRES/1,751,112 SQUARE FEET.
THE BASIS OF BEARING BEING N 88° 36' 13" E ALONG THE SOUTH LINE OF
THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP
SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND
MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S.
GOVERNMENT SURVEY THEREOF.
AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED,
PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS,
IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE
"PLAT" AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "SCISSORTAIL
II", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA
(HEREINAFTER "SCISSORTAIL II" OR THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES
A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS
DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR
PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING
PLAT 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, CONDUITS,
PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND
ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND
EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES
AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES
THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER
LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS
FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING
OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE
PLAT, SUBJECT TO THE PRIOR WRITTEN CONSENT AND AUTHORIZATION OF
CREEK COUNTY RURAL WATER DISTRICT NO. 2, OF CREEK COUNTY, OKLAHOMA
A/K/A CREEK COUNTY RURAL WATER DISTRICT NO. 2 RELATIVE TO WATER
LINES, WHO SHALL BE THE DOMESTIC POTABLE WATER SERVICE PROVIDER AND
EXCLUSIVE OWNER OF ALL WATERLINES AND FIXTURES/APPURTENANCES
ASSOCIATED THEREWITH DEDICATED HEREIN. FOR THE AVOIDANCE OF DOUBT,
ALL WATER LINES AND ASSOCIATED FIXTURES/APPURTENANCES/VALVES, ETC.
ARE EXPRESSLY DEDICATED SOLELY TO CREEK COUNTY RURAL WATER DISTRICT
NO.2. THE OWNER/DEVELOPER 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 SHALL BE PLACED, ERECTED,
INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE
DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING,
CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN
OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE
TELEVISION SERVICES MAY BE LOCATED ALONG THE SOUTH AND EAST SIDE
PERIMETER BOUNDARY OF THE SUBDIVISION, IF LOCATED WITHIN A GENERAL
UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT
POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND
CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES
SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS.
SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT
SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY
EASEMENTS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE
LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE
PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE
LOCATION AND CONSTRUCTION OF SUCH STRUCTURE MAY BE LOCATED UPON
THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A
PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE
DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE
LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE
SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER
TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES,
THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF
ACCESS TO ALL GENERAL 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 THE UNDERGROUND ELECTRIC, TELEPHONE OR
CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY
SERVICE.

4. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE
UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR RESPECTIVE LOTS AND
EACH SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION
ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE
TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR
ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL
PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR
NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE
ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE
TELEVISION SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

C. 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 OR ANY CONSTRUCTION
ACTIVITY WHICH, IN THE JUDGEMENT OF THE CITY OF GLENPOOL OR CREEK
COUNTY RURAL WATER DISTRICT NO. 2, WOULD INTERFERE WITH PUBLIC WATER
MAINS, SANITARY SEWER SYSTEMS, STORM SEWER SYSTEMS, OR DRAINAGE
FACILITIES SHALL BE PROHIBITED.

3. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE
RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER AND
STORM SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION
OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR
SAID OWNER'S AGENTS OR CONTRACTORS.

4. CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS, SHALL
BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT
THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES
CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SAID OWNER'S AGENTS
OR CONTRACTORS.

5. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, THROUGH ITS
PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF
ACCESS WITH THEIR EQUIPMENT TO ALL 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 THEIR UNDERGROUND SANITARY SEWER OR STORM
SEWER FACILITIES.

6. CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS,
THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE
RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL 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 THEIR UNDERGROUND WATER FACILITIES.

7. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE
ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS,
AND/OR CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS,
AND LOT OWNERS AGREE TO BE BOUND HEREBY.

D. GAS SERVICE

1. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF GAS
FACILITIES LOCATED ON THEIR RESPECTIVE LOTS.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING
PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS
EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A GAS MAIN OR
ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH A GAS MAIN
SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY
MAINTENANCE OF GAS MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR
RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS
AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF
ACCESS TO ALL 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 GAS
FACILITIES.

5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE
LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN
TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION
OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT
UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE,
THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A
DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5
FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE,
EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE
STRUCTURE.6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D

SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND LOT OWNERS
AGREE TO BE BOUND HEREBY.

E. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE
STORM AND SURFACE WATERS FROM LOTS, DRAINAGE AREAS OF HIGHER
ELEVATION, AND 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/OR
SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS
SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED
LOT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. RESERVE AREAS

RESERVE AREA 'A', 'B',AND 'C' ARE HEREBY DEDICATED FOR THE PURPOSE OF
ESTABLISHING AND MAINTAINING A UTILITY EASEMENT, OPEN SPACE, SIDEWALKS,
RECREATION, LANDSCAPING, DRAINAGE, AND DETENTION AND IS RESERVED FOR
SUBSEQUENT CONVEYANCE TO THE SCISSORTAIL II HOMEOWNERS' ASSOCIATION,
FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL
RESIDENTIAL LOTS WITHIN THE SCISSORTAIL II COMMUNITY AS SET FORTH WITHIN
SECTION IV THEREOF.

RESERVE AREA 'D' SHALL REMAIN AS A WILDERNESS AREA AND REMAIN
UNDISTURBED.

SECTION II. DEVELOPMENT STANDARDS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR
THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT TO INSURE
ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE
OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF
GLENPOOL, OKLAHOMA.

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING
RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH
THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS
SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER
SET FORTH.

A. APPLICABLE ORDINANCE

THE DEVELOPMENT OF SCISSORTAIL II SHALL BE SUBJECT TO THE PLANNED
UNIT DEVELOPMENT PROVISIONS OF THE GLENPOOL ZONING CODE, AS SUCH
PROVISIONS EXISTED ON JUNE 3, 2024.

B. DEVELOPMENT STANDARDS

GROSS LAND AREA: 40.20 ACRES (1,751,112 SQUARE FEET)

EXISTING ZONING: RS-3

DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN SCISSORTAIL II.

PERMITTED USES:

SINGLE-FAMILY DWELLINGS, AND CUSTOMARY FACILITIES AND AMENITIES,
INCLUSIVE OF COMMON SPACE AREA USES.

MINIMUM LOT WIDTH (AT THE BUILDING SETBACK LINE): 75 FEET

MINIMUM LOT AREA: 9,000 SQUARE FEET

MINIMUM FRONT YARD SETBACK: 25 FEET

MINIMUM REAR YARD SETBACK: 20 FEET

MINIMUM SIDE YARD SETBACK ONE SIDE: 10 FEET

MINIMUM SIDE YARD SET BACK OTHER SIDE: 5 FEET

NO RESIDENCE SHALL BE BUILT NEARER THAN FIVE (5) FEET TO ANY SIDE LOT
ON ONE SIDE, AND FIVE (5) FEET ON THE LOWER SIDE, THUS REQUIRING A
COMBINED TOTAL OF AT LEAST TEN (10) FEET BETWEEN THE RESIDENCE AND
BOTH SIDE LOT LINES, WHERE SIDE LOT EASEMENTS ARE SHOWN GREATER
THAN THE FOREGOING, NO ENCRoACHMENT SHALL BE ALLOWED ON THE
EASEMENT. FOR LOTS THAT UTILIZE A 5' SIDE YARD, THE AIR CONDITIONING
PAD AND UNIT SHALL BE LOCATED BEHIND THE HOUSE AND OUTSIDE OF THE
5' SIDE YARD.

ALL OTHER YARDS ABUTTING A PUBLIC STREET: 15 FEET, UNLESS A SIDE
ENTRY GARAGE IS PROPOSED

IF A SIDE ENTRY GARAGE IS PROPOSED, THE BUILDING WALL CONTAINING THE
GARAGE DOOR SHALL BE SET A MINIMUM OF 20 FEET FROM THE STREET RIGHT
OF WAY.MINIMUM DWELLING SIZE: MINIMUM OF 1,500 SQUARE FEET OF
FINISHED HEATED

LIVING AREA. 35 FEET
MAXIMUM STRUCTURE HEIGHT:

C. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

THE APPROVED FINAL PLAN OF THE SUBDIVISION SHALL CONSTITUTE THE
DETAILED SITE PLAN REQUIRED BY THE GLENPOOL ZONING CODE. THE
DEVELOPMENT AND USE OF SCISSORTAIL II SHALL BE IN COMPLIANCE WITH THE
APPROVED BUILDING PLANS AND SITE PLANS, AS MAY BE LATER APPROVED BY
THE GLENPOOL PLANNING COMMISSION OR ITS SUCCESSOR.

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS
SECTION II, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET
FORTH WITHIN THE GLENPOOL ZONING CODE AS THE SAME EXISTED ON
10/08/2024.

SECTION III. PRIVATE RESTRICTIONS

A. ARCHITECTURAL COMMITTEE.

1. PLAN REVIEW. NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL
BE ERECTED, PLACED OR ALTERED, (INCLUDING EXTERIOR PAINTING) ON ANY
LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING
BY THE OWNER/DEVELOPER, ITS AUTHORIZED REPRESENTATIVES OR
SUCCESSORS, HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL
COMMITTEE." FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS
SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN,
EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS
AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO
APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS
HEREIN REQUIRED WITHIN TEN (10) DAYS AFTER SUBMISSION THE PLANS SO
SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE
SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE
APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO
SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE
MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY
FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL
COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED
TO HAVE BEEN FULLY COMPLIED WITH.

2. COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO
PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN
ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER
AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF
THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO
BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON
WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE
SURROUND AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR
ANY APPROVAL DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS
APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR
RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL
DESIGN GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR
FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF
ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT
ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION
RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD
OTHERWISE BE ENTITLED TO PROSECUTE.

3. TRANSFER OF DUTIES. THE POWERS AND DUTIES OF THE ARCHITECTURAL
COMMITTEE SHALL, ON JANUARY 1, 2028, BE DEEMED TRANSFERRED TO THE
SCISSORTAIL II HOMEOWNERS' ASSOCIATION, INC. (TO BE ESTABLISHED AS SET
FORTH WITHIN SECTION III HEREOF), OR UPON WRITTEN ASSIGNMENT TO SAID
HOMEOWNERS' ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER
EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES
SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

B. USE.

THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY
RESIDENCES AND CUSTOMARY ACCESSORY USES. NO MORE THAN ONE
RESIDENCE SHALL BE PERMITTED UPON EACH PLATTED LOT. LOT SPLITS SHALL
BE PROHIBITED EXCEPT AS PROVIDED BY AMENDMENT EXERCISED UNDER
SECTION V (c) HERERIN.

C. FLOOR AREA.

SQUARE FOOTAGE SHALL BE COMPUTED FOR LIVING SPACE, EXCLUSIVE OF
PORCHES, PATIOS, AND GARAGES.

D. MAXIMUM BUILDING HEIGHT.

NO BUILDING SHALL EXCEED TWO STORIES OR THIRTY-FIVE (35) FEET IN
HEIGHT.

E. GARAGES.

GARAGES SHALL PROVIDE A MINIMUM OF TWO PARKING SPACES FOR
AUTOMOBILES. ALL GARAGES SHALL BE ATTACHED TO THE RESIDENCE.
GARAGES SHALL BE ENCLOSED. CARPORTS ARE PROHIBITED. GARAGE DOORS
SHALL NOT CONTAIN GLASS.

F. FOUNDATIONS.

ALL EXPOSED DWELLING FOUNDATIONS AND/OR STEM WALLS SHALL BE OF
MASONRY.

G. MASONRY.
THE EXTERIOR SURFACE OF ALL DWELLINGS, EXCEPT WINDOWS, DOORS, OPEN

**DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
SCISSORTAIL II**

PORCHES AND PATIO COVERS, SHALL BE 100% MASONRY TO THE FIRST-FLOOR PLATE LINE.

H. ROOF PITCH.

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12. PORCHES AND PATIOS SHALL NOT HAVE A ROOF PITCH OF LESS THAN 4/12.

I. ROOFING MATERIALS

ROOFING FOR A DWELLING SHALL BE TAMKO HERITAGE 30 YEAR WEATHER WOOD COLOR. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED.

J. DRIVEWAYS.

DRIVEWAYS SHALL BE CONCRETE AND REQUIRE APPROVAL OF THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION.

K. FENCING.

FENCES SHALL BE SIX (6) FEET IN HEIGHT AND MADE OF WOOD PRIVACY FENCING. NO CHAIN LINK FENCES SHALL BE PERMITTED WITHOUT APPROVAL OF THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION. NO FENCE SHALL BE ERECTED NEARER TO THE FRONT LOT LINE THAN THE TWENTY-FIVE (25) FOOT BUILDING LINE OR NEARER TO THE SIDE STREET LOT LINE THAN THE SIDE BUILDING LINE SHOWN ON THE RECORDED PLAT.

L. SEASONAL DECORATIONS.

ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

M. ON-SITE CONSTRUCTION.

NO RESIDENCE OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO OR PLACED ON ANY LOT.

N. OUTBUILDINGS.

NO TRAILER, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED ON A LOT SHALL AT ANY TIME BE USED AS A RESIDENCE, TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE.

O. SWIMMING POOLS.

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

P. ANTENNAS.

NO RADIO OR TELEVISION ANTENNAS, PLACED ON ANY ROOF OF ANY BUILDING ERECTED ON ANY LOT, OR ANY FREE-STANDING ANTENNAS ERECTED ON ANY LOT, SHALL BE PERMITTED AT A HEIGHT EXCEEDING THE ELEVATION OF THE TOP OF THE RIDGE LINE OF THE ROOF OF THE RESIDENCE ON THE LOT. ALL DISH-TYPE OR SIMILAR SATELLITE RECEIVING ANTENNAS ON ALL LOTS SHALL BE SCREENED FROM PUBLIC VIEW WHEN VIEWED FROM THE STREET AND SHALL NOT EXCEED 20" IN DIAMETER.

Q. LOT MAINTENANCE.

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

R. RECREATIONAL VEHICLES.

BOATS, TRAILERS, CAMPERS AND OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL NOT BE STORED ON ANY LOT, FOR MORE THAN TWENTY-FOUR (24) HOURS, EXCEPT WITHIN AN ENCLOSED GARAGE.

S. NON-RECREATIONAL TRAILERS, MACHINERY AND EQUIPMENT

NO NON-RECREATIONAL TRAILERS, MACHINERY OR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, OR ON ANY STREET WITHIN THE SUBDIVISION; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY AND EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH CONSTRUCTION SERVICES PERTAINING TO A RESIDENCE.

T. GARBAGE RECEPTACLES.

NO EXPOSED GARBAGE CAN, TRASH CAN, TRASH BURNING APPARATUS OR STRUCTURE, SHALL BE PLACED ON ANY LOT OR ANY RESERVE AREA.

U. ANIMALS.

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT DOGS, CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

V. NOXIOUS ACTIVITY.

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT OR UPON ANY RESERVE AREA. NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE SUBDIVISION.

W. SIGNAGE.

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 6 SQUARE FEET ADVERTISING THE SALE OR RENTAL OF THE REAL PROPERTY THEREON.

X. MATERIALS AND STORAGE.

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION DURING CONSTRUCTION.

Y. GARAGE SALES/YARD SALES.

GARAGE SALES/YARD SALES SHALL NOT BE PERMITTED IN THE SUBDIVISION.

Z. BASKETBALL GOALS.

NO BASKETBALL GOAL OR STRUCTURE SHALL BE PERMITTED IN ANY OF THE STREET RIGHTS OF WAY.

AA. INOPERATIVE VEHICLES.

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT. EACH LOT SHALL BE MAINTAINED FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

BB. AC PAD AND UNIT.

FOR LOTS THAT UTILIZE A 5' SIDE YARD, THE AC PAD AND UNIT SHALL BE LOCATED BEHIND THE HOUSE AND OUTSIDE OF THE 5' SIDE YARD.

CC. MAILBOXES.

ALL MAILBOXES SHALL BE OF A SINGULAR DESIGN FOR THE LOTS WITHIN SCISSORTAIL II, AS APPROVED BY THE ARCHITECTURAL COMMITTEE. NO MAILBOXES SHALL BE ERECTED ON ANY RESIDENTIAL LOT WITHOUT THE APPROVAL OF THE DESIGN BY THE OWNER/DEVELOPER AT THE CLOSING OF EACH LOT.

DD. FRONT YARD LANDSCAPING.

ALL YARDS FACING A STREET SHALL BE PROFESSIONALLY LANDSCAPED WITH THE FOLLOWING STANDARDS PRIOR TO A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF GLENPOOL:

1. (1) – 1.5" DIA. TREE (MAPLE, OAK, OR REDBUD) OR APPROVED EQUAL

2. (2) – 5 GAL. CREPE MYRTLES OR APPROVED EQUAL

3. (3) – 3 GAL. BOXWOODS OR APPROVED EQUAL

4. 250 SF (MIN.) MULCHED PLANTER BEDS WITH 2" MIN. MULCH DEPTH AND STEEL EDGING

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN SCISSORTAIL II (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING RESERVE AREA "A", "B", "C", AND "D", AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SCISSORTAIL II.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF RESERVE AREA "A", "B", "C", AND "D".

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE

LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE GLENPOOL ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF GLENPOOL, OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. PRIVATE RESTRICTIONS AND SECTION IV. HOMEOWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY AN OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION IV AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN TWENTY (20) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III. PRIVATE RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION IV. HOMEOWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR

TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED. NO AMENDMENT OR TERMINATION OF A COVENANT OR RESTRICTION SHALL BE DRAFTED AS TO AFFECT A SPECIFIC LOT(S) EXCEPT AS PROVIDED HEREIN UNDER SECTION III (B), USE.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER JUDGEMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. IN WITNESS WHEREOF: MCGUIRE BELL LAGO, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2025.

MCGUIRE BELL LAGO, LLC
AN OKLAHOMA LIMITED LIABILITY

BY: L PATRICK MCGUIRE, MANAGER

STATE OF OKLAHOMA)
) SS)

BEFORE ME THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED L. PATRICK MCGUIRE TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FORE THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES

MY COMMISSION NUMBER

CERTIFICATE OF SURVEY

I, JEFFREY A. TUTTLE, OF TUTTLE AND ASSOCIATES, INC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #126, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "SCISSORTAIL II", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JEFFREY A. TUTTLE

LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1094

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED JEFFREY A. TUTTLE TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES

MY COMMISSION NUMBER

Attachment No. 7
Settlement Agreement

SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** ("Agreement") is made and entered as of the 26th day of February 2026 ("Effective Date"), by and between the following parties:

- (a) **CCL RANCH PROPERTIES, LLC, NIGHTINGALE RANCH & FARM, LLC, JOHN LINDSAY AND CHRISTY NIGHTINGALE LINDSAY** (collectively the "Adjacent Landowners"); and
- (b) **MCGUIRE BELL LAGO, LLC** (the "Developer")

Adjacent Landowners and Developer are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

- A. Developer is the owner of the real property located in the City of Glenpool (the "City") described on Exhibit "A" attached hereto (the "Subject Property").
- B. The Adjacent Landowners are the owners of the real property described on Exhibit "B" (the "Adjacent Property") which is adjacent to the Subject Property.
- C. On June 3, 2024, the City, through its City Council, voted to amend its Comprehensive Plan to change the classification of the Subject Property from Suburban Residential to General Residential, and to change the zoning classification from Agricultural to RS-3.
- D. On July 2, 2024, Adjacent Landowners filed a Petition in the District Court of Tulsa County, State of Oklahoma, Case No. CV-2024-1467 initiating a lawsuit against the City (the "Lawsuit") challenging the City's Ordinance No. 821 and Resolution No. 2024006 and the City's actions in changing the Comprehensive Plan and Zoning classifications of the Subject Property.
- E. To accommodate the concerns of the Adjacent Landowners, Developer has agreed to certain provisions and restrictions in its plats of the Subject Property and the development of Subject Property, as evidenced by a Preliminary Plat for Scissortail II which was approved by the City's Planning Commission on June 9, 2025, and the proposed Final Plats attached hereto (the "Final Plats").
- F. Based on such accommodations and the further agreements set forth herein, Adjacent Landowners are agreeable to dismissing the Lawsuit with prejudice upon approval of the Final Plats by the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the Parties agree as follows:

1. Reserve "D". The Final Plats includes an area in the northeast corner of the Subject Property identified as Reserve "D". Reserve "D" does not contain any residential lots. Except for minor modifications to the boundary lines of Reserve "D" as may be required

by the City for approval of the Final Plats or as may be reasonably necessary for the development work, Developer agrees that it will not reduce the size of Reserve “D” without the written authorization of Adjacent Landowners. Minor modifications which can be made without the written authorization of Adjacent Landowners cannot move any boundary of Reserve “D” by more than five (5) feet or reduce the size of Reserve “D” by more than 1,500 square feet. Developer agrees that no houses can be built in Reserve “D”.

2. Erosion Control. Developer agrees to use reasonable efforts, and to comply with the City’s requirements and standards, to prevent any soil erosion during the development of Scissortail II which materially increases the amount of silt which reaches the ponds on the properties of Adjacent Landowners. This includes, but is not limited to, any unreasonable or unnecessary removal of trees from Reserve “D”. At least 48 hours before commencing any dirt work or tree removal (excluding minor removal of small trees for surveying) in Reserve “D”, Developer will provide Adjacent Landowners with written notice by email sent to j.w.lindsay@sbcglobal.net and christy.lindsay@sbcglobal.net.
3. Privacy Fence: Developer agrees to build six (6) foot privacy fences on every lot (excluding Reserve “D”) in Scissortail II abutting Adjacent Property upon completion of the development work for Scissortail II including streets and final grading of the lots. At the time the fence is installed, Developer will treat both sides ~~it~~ with a wood sealant (e.g., Thompson Waterseal).
4. Trash and Debris. Until houses have been built on all of the lots on the east side of Scissortail I and Scissortail II, Developer or its agents agrees to walk the property between Scissortail I and Scissortail II, and the Adjacent Property at least once every two (2) weeks to remove any and all trash, debris, construction scraps, etc. from the Adjacent Property that originated from Scissortail I or Scissortail II.
5. Dismissal. Within two (2) business days after execution of this Agreement, Adjacent Landowners shall present to counsel for Developer or the City of Glenpool, a fully executed dismissal with prejudice for the Lawsuit for which counsel for the Developer will hold in trust and not submit for filing until after the City has approved the Final Plats.
6. Governing Law; Jurisdiction and Venue. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Oklahoma. The exclusive forum and venue for any disputes relating to this Settlement Agreement shall be in the District Court in and for Tulsa County, State of Oklahoma.
7. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed by electronic signatures, each of which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without

limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via PDF) of an original signature.

- 8. Voluntary Nature of Agreement. The Parties acknowledge that they have carefully read and fully understand all the provisions of this Agreement and acknowledge that the terms contained in this Agreement are contractual and not merely recitals. The Parties represent and agree that they fully understand their right to discuss all aspects of this Agreement with their attorneys and that they have had adequate opportunity to seek legal counsel regarding the legal and binding effect of this Agreement. This Agreement was jointly drafted and prepared by the Parties and, therefore, none of the presumptions applied to the drafter of contracts shall be deemed in force and this Agreement will not be construed against any party as a result of such presumptions.
- 9. Entire Agreement. No representation or promise not expressly contained in this Agreement has been made, and the Parties to this Agreement further acknowledge they are not entering into this Agreement on the basis of any promise or representation, expressed or implied, which is not expressly contained in this Agreement. This Agreement supersedes any prior agreement with respect to those subjects embraced within the Agreement. This Agreement contains the entire agreement of the Parties on the matters covered within the Agreement. The terms of this Agreement may not be changed except by an agreement in writing signed by all Parties to this Agreement.
- 10. Successors and Assigns. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, agents, trustees, representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date affixed by their signature.

CCL RANCH PROPERTIES, LLC, an Oklahoma limited liability company MCGUIRE BELL LAGO, LLC, an Oklahoma limited liability company

By: Christy Lindsay
Name: Christy Lindsay
Title: Owner

By: Lance P McGuire
Name: Lance P McGuire
Title: Member

NIGHTINGALE RANCH & FARM, LLC, an Oklahoma limited liability company

By: John Lindsay
Name: John Lindsay
Title: Owner

Christy Nightingale Lindsay John Lindsay
CHRISTY NIGHTINGALE LINDSAY JOHN LINDSAY

Exhibit "A"

The NE/4 of the SW/4 of Section 13, Township 17 North, Range 12 East of the Indian Base and Meridian, in Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

Exhibit "B"

Owner: Nightingale Ranch & Farm, LLC

A tract of land located in the Southeast Quarter (SE/4) of Section Thirteen (13), 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, being more particularly described as follows:

BEGINNING at a point that is North 01°07'10" West along the West boundary of the aforesaid SE/4 a distance of 200.64 feet from the Southwest Corner of said SE/4; thence continuing North 01°07'10" West along said West boundary a distance of 2,444.17 feet to a point on the North boundary of said SE/4; thence North 88°33'26" East along said North boundary a distance of 249.21 feet to a point; thence South 39°13'51" East a distance of 236.53 feet to a point; thence South 01°07'10" East a distance of 2,228.15 feet to a point on the new Right-of-Way of S.H. 67; thence South 81°58'18" West along said Right-of-Way a distance of 165.55 feet to a point of curvature; thence South along a curve to the WSW, said curve being non-tangential to the last described line, having a chord bearing of South 86°02'26" West, a chord distance of 231.10 feet, a radius of 23,068.31 feet and an arc length of 231.10 feet to the POINT OF BEGINNING.

Owner: John & Christina Lindsay

The South Half of the Southwest Quarter of the Northeast Quarter (S/2 SW/4 NE/4) of Section Thirteen (13), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

Owner: CCL Ranch Properties, LLC

The following described property situated in the South Half of the Northwest Quarter (S/2 NW/4) of Section Thirteen (13), Township Seventeen (17) North, Range Twelve (12) east of the Indian Base and meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, and being more particularly described as follows, to wit:

BEGINNING at a point, said point being the Southeast Corner of GLENVILLAGE 2nd, a Subdivision in the City of Glenpool, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof, Thence N 00° 18' 45.3" E and along the East line of said GLENVILLAGE 2nd for 661.26 feet to a point; Thence S 89° 58' 48.4" E for 263.49 feet; Thence S 00° 18' 45.3" W for 661.29 feet; Thence S 89° 58' 18.9" E and along the South line of the Northwest Quarter (NW/4) for 263.49 feet to the Point of Beginning.

ENGINEER/SURVEYOR
 TUTTLE & ASSOCIATES, INC.
 P.O. Box 471313
 TULSA, OKLAHOMA 74147-1313
 PHONE: (918) 653-5567
 CERTIFICATE OF AUTHORITY CA 465
 EXPIRATION 6-30-27

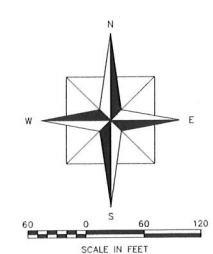
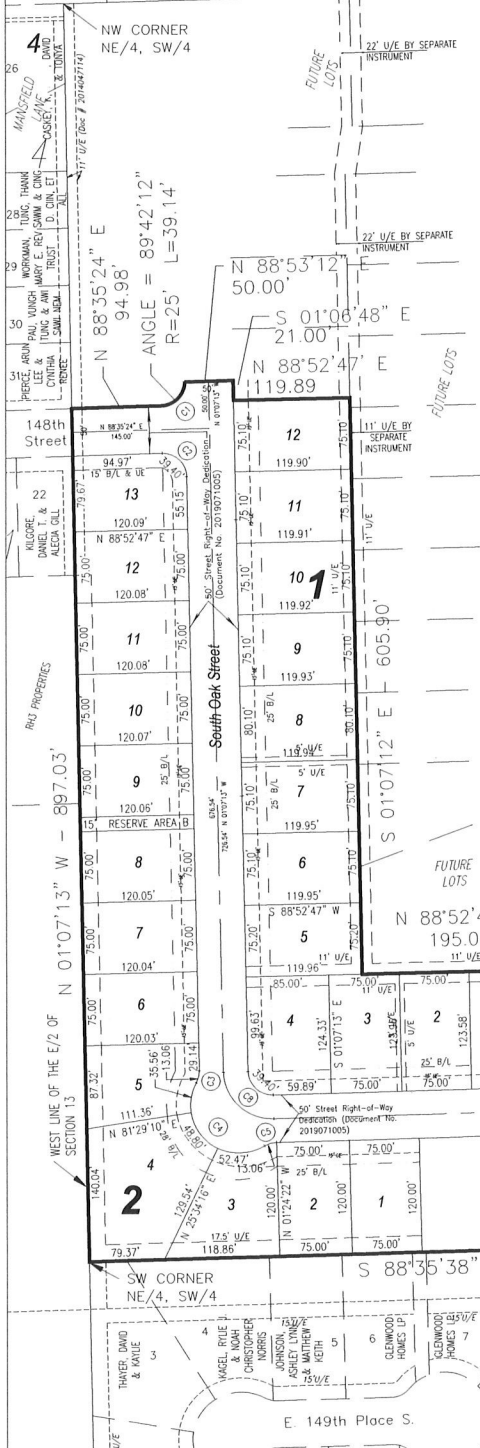
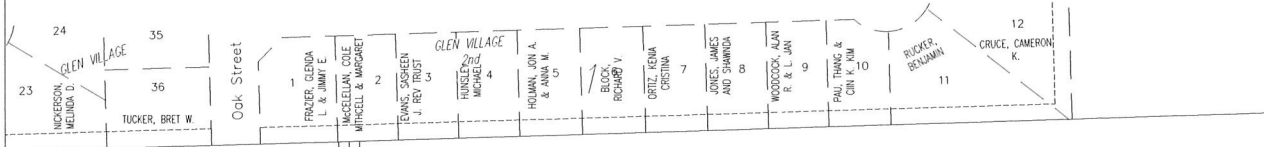
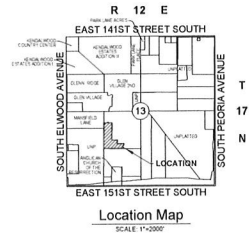
Owner / Developer
 MCGUIRE BELL LAGO, LLC
 5705 E. 71ST ST. SUITE 220
 TULSA, OK 74135
 PHONE: (918) 949-9268
 PATRICK MCGUIRE

FINAL PLAT

SCISSORTAIL II

PHASE I

A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SW/4 OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN.

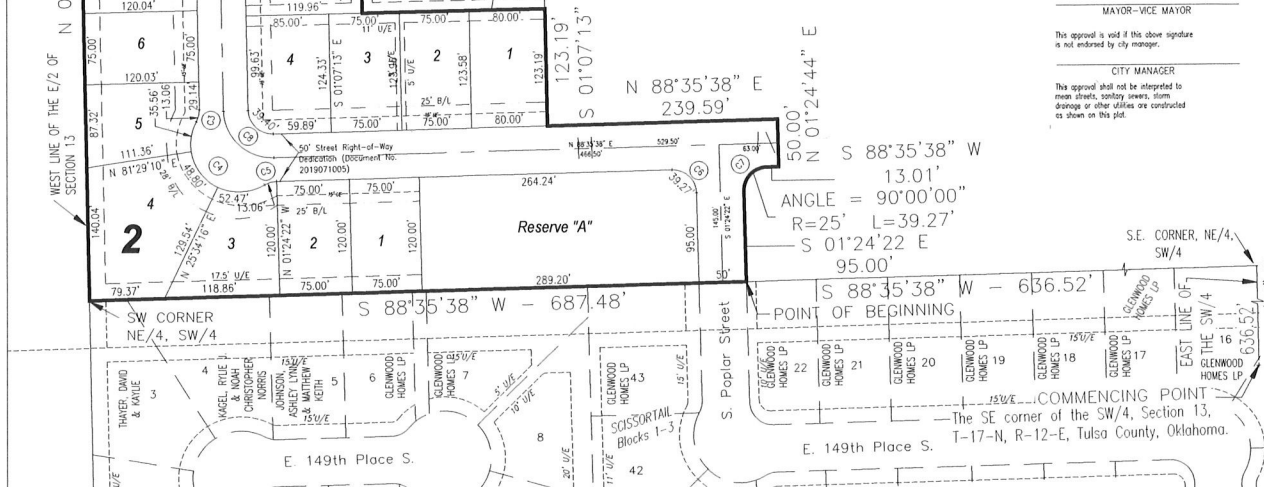


ADDRESS CAVEAT/DISCLAIMER:
 ADDRESS SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED; ADDRESS ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTIONS.
 BASIS OF BEARINGS: SOUTH SECTION LINE OF SECTION 13 ASSUMED S 88° 36' 57\"/>

CURVE DATA					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.19'	89°48'37"	N 43°47'06\"/>	
C2	25.00'	39.40'	90°17'23"	N 46°15'55\"/>	
C3	25.00'	13.06'	29°55'35"	N 13°50'35\"/>	
C4	50.00'	131.02'	150°08'19"	N 46°15'47\"/>	
C5	25.00'	13.06'	29°55'35"	S 73°37'50\"/>	
C6	25.00'	39.27'	90°00'00"	N 46°24'22\"/>	
C7	25.00'	39.27'	90°00'00"	S 43°35'38\"/>	
C8	25.00'	39.39'	90°17'09"	S 46°15'48\"/>	

LEGEND
 N NORTH
 S SOUTH
 E EAST
 W WEST
 B/L BUILDING LINE
 U/E UTILITY EASEMENT
 P.O.B. POINT OF BEGINNING
 STREET ADDRESS

FINAL PLAT
 CERTIFICATE OF APPROVAL
 I hereby certify that this plat was approved by the Glenpool Area Planning Commission on _____
 CHAIR VICE-CHAIR OR SECRETARY
 I hereby certify that this plat was approved by the Glenpool City Council on _____
 MAYOR-VICE MAYOR
 This approval is void if this above signature is not endorsed by city manager.
 CITY MANAGER
 This approval shall not be integrated to mean streets, sanitary sewers, storm drainage or other utilities are constructed as shown on this plat.



ENGINEER/SURVEYOR
TUTTLE & ASSOCIATES, INC.
 P.O. Box 471313
 TULSA, OKLAHOMA 74147-1313
 PHONE: (918) 663-5567
 CERTIFICATE OF AUTHORITY CA 465
 EXPIRATION 6-30-27

Owner / Developer
McGUIRE BELL LAGO, LLC
 5705 E. 71ST ST. SUITE 220
 TULSA, OK 74136
 PHONE: (918) 949-9268
 PATRICK McGUIRE

FINAL PLAT

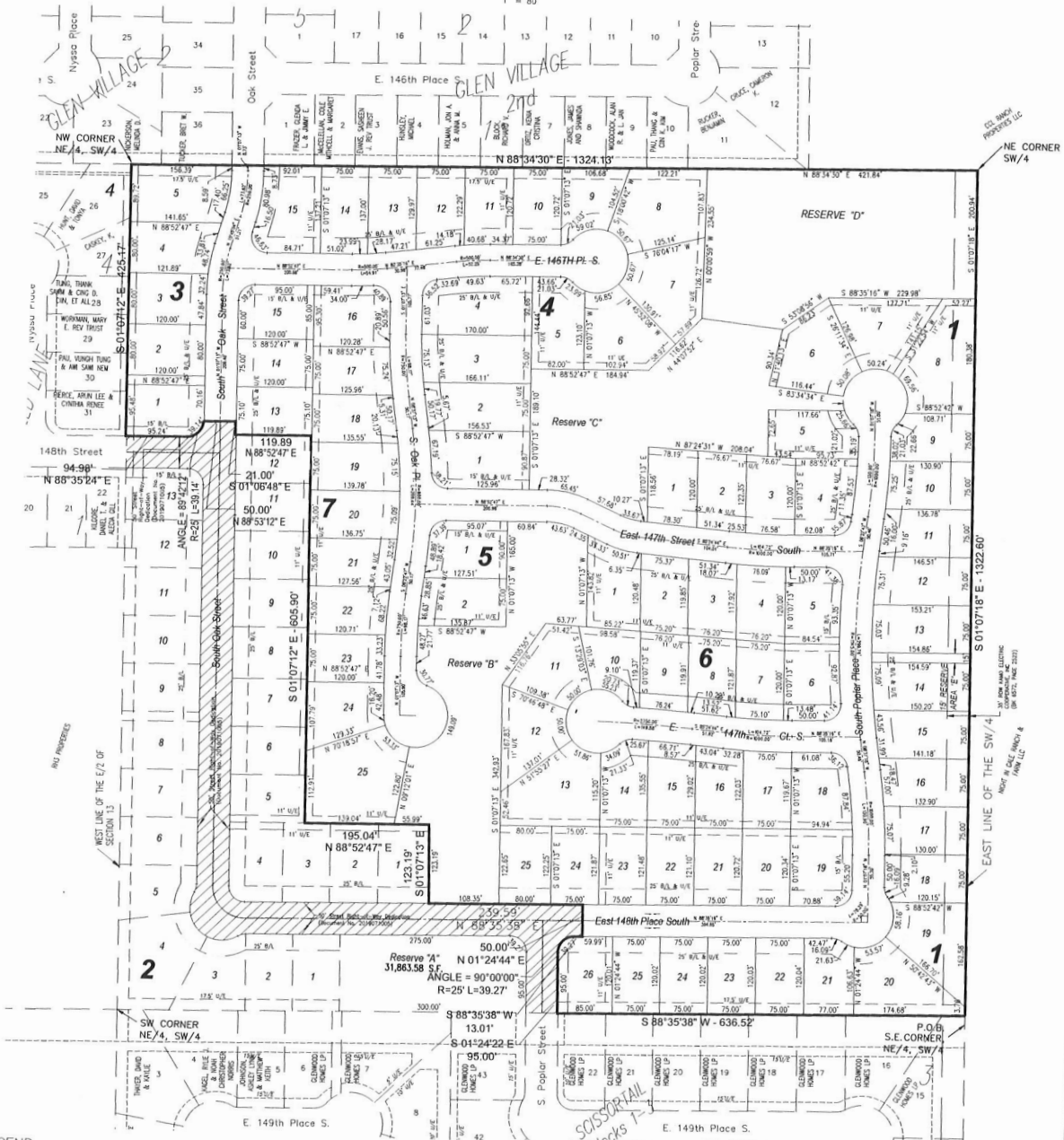
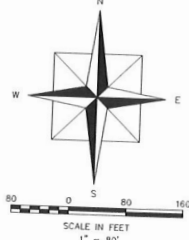
SCISSORTAIL II

PHASE II

A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SW/4 OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN.



Location Map
 SCALE 1"=200'
 111 LOTS



- LEGEND**
- N NORTH
 - S SOUTH
 - E EAST
 - W WEST
 - B/L BUILDING LINE
 - U/E UTILITY EASEMENT
 - P.O.B. POINT OF BEGINNING
 - STREET ADDRESS

ADDRESS CAVEAT/DISCLAIMER:
 ADDRESS SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED.
 ADDRESS ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTIONS.
 BASIS OF BEARINGS: SOUTH SECTION LINE OF SECTION 13 ASSUMED S 88° 36' 57" W
 NOTE:
 THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARD FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

LAST PAGE

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: GERALD S. GILBERT, DEVELOPMENT SERVICES DIRECTOR

DATE: MARCH 16, 2026

ITEM: 459 E 151ST ST. SOUTH LLC FINAL PLAT

REQUEST: A FINAL PLAT OF A 1.26-ACRE SITE.

APPLICANT: 459 E 151ST ST. SOUTH LLC

LOCATION: 459 E 151ST ST. SOUTH

ZONING: CS (COMMERCIAL SHOPPING CENTER)

COMP PLAN: SH67 CORRIDOR

APPLICANT REP: RYAN MCCARTY, SELECT DESIGN

BACKGROUND

The subject site is located at 459 E. 151st Street and is comprised of two (2) lots and is 1.26-acres in overall size. A 2,406-square-foot single-family residence currently exists on the property, along with several ancillary structures. The residence is undergoing a remodel to convert the structure into a commercial building for a future real estate office. To date, several discretionary actions have taken place on the site, as outlined in the table below

Date	Action	Description
May 2023	Zone Amendment approved by PC and CC	Zone Amendment to change the property from AG (Agriculture) to CS (Com. Shopping Center)
July 2023	Preliminary Plat and Final Plat Approved by PC	Preliminary Plat and Final Plat for a two (2) lot subdivision of the 1.26-acre site.
July 2023	Final Plat Approved by CC	Final Plat for a two (2) lot subdivision of the 1.26-acre site.
Dec 2023	Final Plat recorded	Final Plat recorded for a two (2) lot subdivision of the 1.26-acre site.
Aug 2024	Building Permit Issued	Permit Issued for remodel of the single-family residence into an office.
March 9, 2026	Preliminary Plat and Final Plat Approved by PC	Preliminary Plat and Final Plat to consolidate two (2) lots into one. Final Plat subject to CC approval.

SURROUNDING ZONING / LAND USES

	Zoning	Comp Plan	Land Use
North	RS-3 (Residential Single High Density)	Suburban Residential	Residential single family (Scissortail)
South	AG (Agricultural)	Suburban Residential	Vacant/Undeveloped
East	AG (Agricultural)	SH67 Corridor	Schaudt’s Mortuary
West	CS (Commercial Special)	SH67 Corridor	Office/Commercial (Elwood Creek)

PROJECT DESCRIPTION

The applicant is requesting a Final Plat to consolidate the two (2) existing lots back into one (1) platted lot. The existing plat configuration is described below.

<u>Tract</u>	<u>Size</u>
Lot 1	0.59-acres (25,853 sf)
Lot 2	0.67-acres (28,918.4 sf)
Total	1.26 acres

As illustrated in the action table, the two (2) lots were created in July of 2023. To develop the site as originally planned several costly site improvements were required. As such, the applicant has decided to “scale-back” the project and just convert the existing residence into an office. Due to configuration of the approved lots, a redesign of the site improvements was needed as well as the consolidation of the two (2) lots.

The applicant has also submitted a site plan for staff review and approval that aligns with the lot consolidation.

ANALYSIS

As illustrated in the attached exhibits, the proposed tract meets the minimum lot width, frontage, and lot area requirements of the Zoning Code, specifically Section 11-4-8, Nonresidential Development Standards for CS (Commercial Special) zoned properties.

A comparison of the CS zoning requirements and the proposed lot is provided below:

Development Standards:

<u>CS Zone (Commercial Special)</u>	<u>Required (Min)</u>	<u>Proposed Lot 1</u>
Lot Width	150 feet	287 feet
Lot Area	None	1.26 acres

The Final Plat substantially conforms to the approved Preliminary Plat. The applicant has prepared and submitted the required infrastructure improvement documents for the Final Plat. There are no additional right-of-way dedications needed from the site. There will be no changes in utility services provided for the site.

TECHNICAL ADVISORY COMMITTEE (TAC)

The proposed plats were reviewed by Technical Advisory Committee on January 16, 2026. There were no additional concerns or comments by the committee.

PLANNING COMMISSION ACTION:

At their March 9, 2026, meeting, the Planning Commission reviewed and on a 5-0 vote recommended approval of the Final Plat.

RECOMMENDATION:

The Final Plat substantially conforms to the approved Preliminary Plat. As such, staff recommends the City Council affirm the Planning Commission action and approve the Final Plat, Titled C&C Office Park Amended with the following condition:

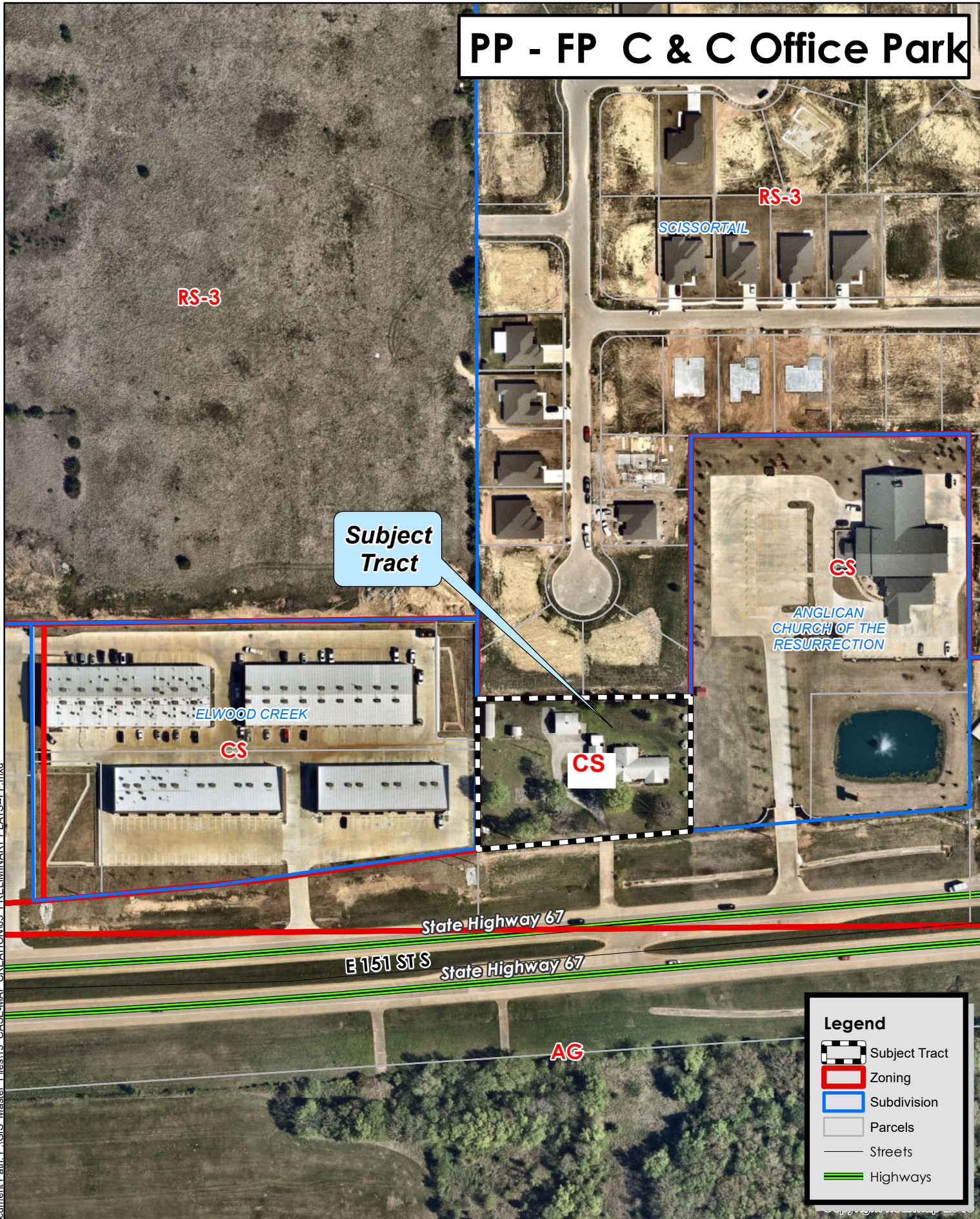
1. The proposed driveway requires written ODOT approval prior to recording the Final Map.

Attachments:

1. Aerial Photo/Zoning Map
2. Application
3. Approved Preliminary Plat
4. Proposed Final Plat
5. Legal Description

Attachment No. 1
Aerial Photo / Zoning Map

PP - FP C & C Office Park

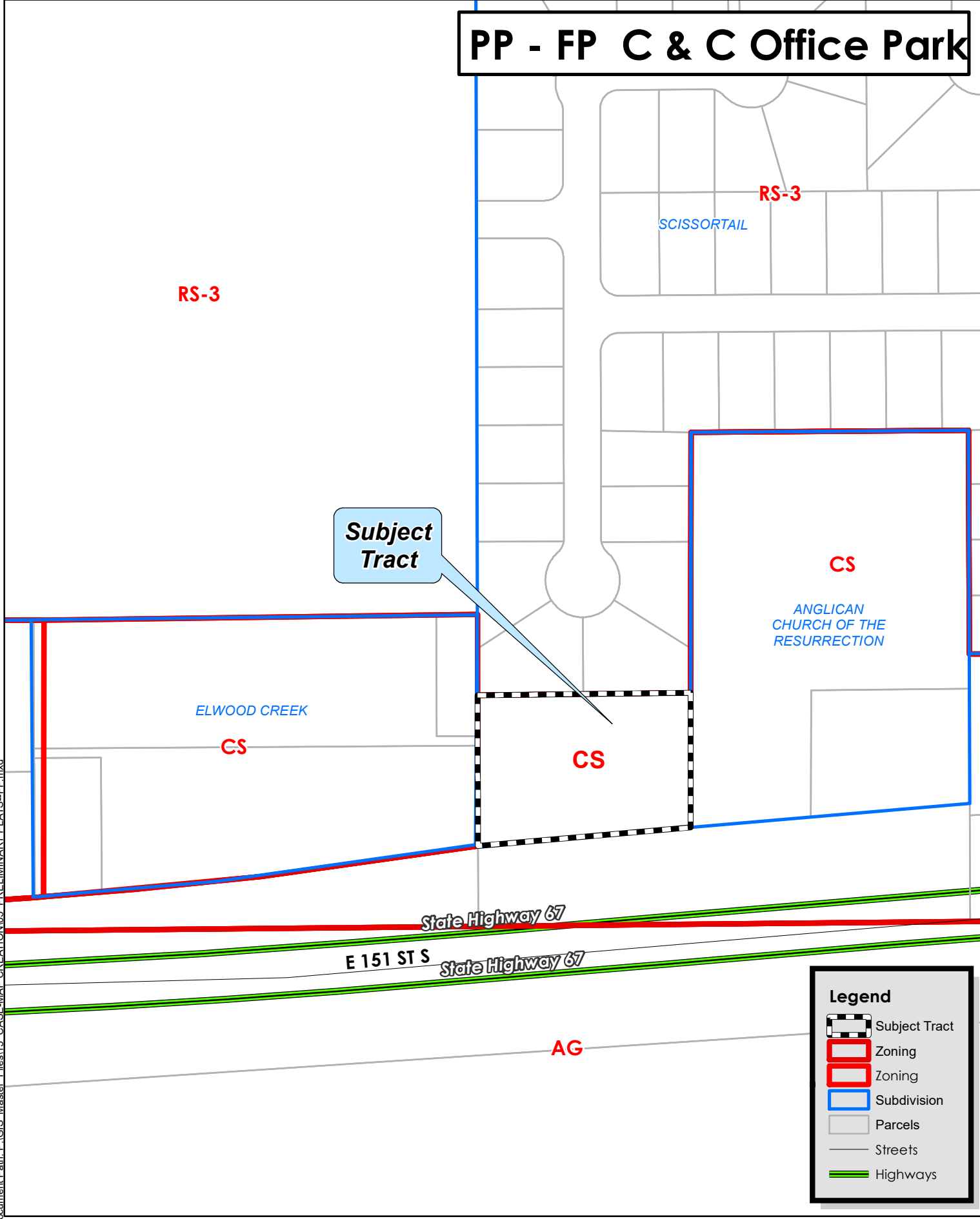


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Legend

- Subject Tract
- Zoning
- Subdivision
- Parcels
- Streets
- Highways

PP - FP C & C Office Park



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Legend

- Subject Tract
- Zoning
- Zoning
- Subdivision
- Parcels
- Streets
- Highways

Attachment No. 2
Application

**APPLICATION FOR APPROVAL OF A PRELIMINARY AND FINAL
 SUBDIVISION PLAT**

There is a fee for submittal and review of both a (1) Preliminary Plat and a (2) Final Plat; fee must be paid at the time of application. Before a preliminary or final plat submission, the applicant or representative shall schedule a pre-submittal meeting with the Community Development Department.

CHECK BOX INDICATING PRELIMINARY OR FINAL PLAT SUBMISSION

PRELIMINARY PLAT

A preliminary subdivision plat submitted for city approval shall be prepared by a registered professional land surveyor licensed in the state of Oklahoma, the preliminary plat shall illustrate, contain, or be accompanied by the information required in Section 12-5A-3 of the City's Subdivision Regulations (Title 12).

ITEM NO.	APPLICANT INITIAL	COG INITIAL	SUBMITTAL MATERIALS
1	RGM		COMPLETED APPLICATION SIGNED BY THE DEVELOPER/OWNER OR AGENT
2	RGM		LEGAL DESCRIPTION (WORD.DOC OR PDF)
3	RGM		PROCESSING FEE + \$2.00 FOR EACH REQUIRED PUBLIC HEARING NOTICE
4	RGM		LIST OF ALL ABUTTING ¹ PROPERTY OWNERS OF SUBJECT SITE, AS WELL AS 2 COPIES OF ADDRESSED ADHESIVE ENVELOPE LABELS FOR SUCH PROPERTY OWNERS AS LISTED IN THE OFFICE OF COUNTY CLERK COMPILED BY A FULLY BONDED ABSTRACT AND TITLE COMPANY
5	RGM		(5) PAPER (FOLDED TO 8-1/2" X 11") AND ONE ELECTRONIC (PDF) COPY OF PRELIMINARY SUBDIVISION PLAT
6	RGM		(5) PAPER COPIES (FOLDED TO 8-1/2" X 11") AND ONE ELECTRONIC (PDF) COPY OF THE PRELIMINARY CONSTRUCTION DOCUMENTS COVERING THE PUBLIC AND PRIVATE INFRASTRUCTURE IMPROVEMENTS NECESSARY TO SUPPORT THE PROJECT

¹ ABUTTING: In addition to the customary meaning, abutting, for the purposes of notice, shall mean contiguous or separated therefrom only by a non-arterial street.

FINAL PLAT

The final subdivision plat shall be drawn at the same scale as the preliminary subdivision plat, and shall include all of the information required as a condition of approval of the preliminary subdivision plat, and shall be prepared by a registered professional land surveyor licensed in the state of Oklahoma.

The final subdivision plat shall be developed and drawn in accordance with the requirements of Oklahoma state statutes and the City's Subdivision Regulations (Title 12) and shall illustrate, contain, or be accompanied by the information required in Section 12-5A-6 of the City's Subdivision Regulations (Title 12).

ITEM NO.	APPLICANT INITIAL	COG INITIAL	SUBMITTAL MATERIALS
1	RGM		COMPLETED APPLICATION SIGNED BY THE DEVELOPER/OWNER OR AGENT
2	RGM		PROCESSING FEE
3	RGM <i>Revised design in process</i>		(3) COPIES OF THE FINAL INFRASTRUCTURE CONSTRUCTION DOCUMENTS COVERING ALL REQUIRED PUBLIC AND PRIVATE INFRASTRUCTURE IMPROVEMENTS TO SUPPORT THE SUBDIVISION SITE AS APPROVED BY THE APPROPRIATE CITY COMMUNITY DEVELOPMENT DEPARTMENTS.
4	RGM		(5) PAPER COPIES OF FINAL SUBDIVISION PLAT IN COMPLIANCE WITH THE PRELIMINARY SUBDIVISION PLAT AND ALL CONDITIONS OF APPROVAL AS WAS APPROVED BY THE PLANNING COMMISSION.

APPLICATION PROCESSING FEE

	PRELIMINARY PLAT FEE	FINAL PLAT FEE
PLAT APPLICATION FEE:	\$200.00	\$250.00
\$2.00 PER PROPERTY OWNER ON TITLE ABSTRACT REPORT:	(_____) X \$2.00 = _____	NO FEE/NOTICE FOR FINAL PLAT
TOTAL:	\$ _____	\$250.00

Complete the information below and return with submittal materials as outlined in the checklist on page 1 of the Application for Approval of Subdivision Plat; call the City Planner with questions.

PROPOSED SUBDIVISION NAME: C & C Office Park Amended

DEVELOPER'S NAME: 459 E 151ST ST, LLC

DEVELOPER'S ADDRESS: 459 EAST 151ST STREET SOUTH, GLENPOOL, OK 74033

DEVELOPER'S PHONE: 918-902-5268 **DEVELOPER'S EMAIL:** tchinowth@cclitemail.com

ENGINEER'S NAME: Engineered By Design, PLLC

ENGINEER'S ADDRESS: 10700 MYERS LANE, CHOCTAW, OK 73020

ENGINEER'S PHONE: 405-234-0980 **ENGINEER'S EMAIL:** ahale@engineeredbydesign.pro

ZONING: CS **PUD: Y/N** N **PUD NO.:** _____

SANITARY SEWER: **CITY** **LAGOON** **SEPTIC** **OTHER** _____

WATER PURVEYOR: **CITY** **OTHER** Creek County RWD2

STREET SURFACING: **PORTLAND CEMENT** **CONCRETE ASPHALTIC CONCRETE**

IF SUBMITTING FINAL PLAT, DATE OF PRELIMINARY PLAT PLANNING COMMISSION APPROVAL: _____ **SUBMIT TOGETHER**

I, the undersigned applicant, certify information contained within this application is true and correct.

APPLICANT SIGNATURE: [Signature] **DATE:** 12/4/2025

PROPERTY OWNER SIGNATURE: [Signature] **DATE:** 12/9/25

Attachment No. 3

Approved Preliminary Plat

**C&C OFFICE PARK AMENDED
DEED OF DEDICATION & RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OR PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN LYING NORTH OF THE EXISTING NORTH RIGHT-OF-WAY OF HIGHWAY NO. 67 (HWY #67), TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING AT A SET IRON ROD ON THE WEST LINE OF SAID SW/4 SE/4 SW/4 AND ON SAID NORTH RIGHT-OF-WAY OF SAID HWY #67, SAID ROD BEING N01°07'35"W A DISTANCE OF 108.28 FEET OF THE SOUTHWEST CORNER OF SAID SW/4 SE/4 SW/4; THENCE N01°07'35"E ALONG SAID WEST LINE A DISTANCE OF 202.72 FEET TO A SET IRON ROD; THENCE N88°47'16"E A DISTANCE OF 287.78 FEET TO A SET IRON ROD; THENCE S00°52'38"W A DISTANCE OF 179.14 FEET TO A SET IRON ROD ON SAID RIGHT-OF-WAY; THENCE S84°19'04"W A DISTANCE OF 175.72 FEET ALONG SAID RIGHT-OF-WAY TO A SET IRON ROD; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,768.31 FEET, A CHORD BEARING OF S83°44'09"W, A DISTANCE OF 112.29 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 54,771.4 SQUARE FEET OR 1.26 ACRES, MORE OR LESS.

BASIS FOR BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, OK NORTH ZONE 3501, NAD83, USING THE SOUTH LINE OF THE SW/4 OF SECTION 13, T17N, R12E AS NORTH 88°36'10" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE (1) LOT AND ONE (1) BLOCK IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "C&C OFFICE PARK", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA.

SECTION I. EASEMENTS AND UTILITIES

A. UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" OR "UTILITY EASEMENT"; FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF GLENPOOL FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES, EXCLUDING GAS LINES AND GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH 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 SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE SOUTHERN PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY 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.
- CREEK COUNTY RURAL WATER DISTRICT NO. 2, ITS SUCCESSORS OR ASSIGNS, WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF WATER MAINS AND THE CITY OF GLENPOOL OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER AND SANITARY SEWER FACILITIES, BUT THE OWNER WILL PAY DAMAGE FOR RELOCATION OF SUCH FACILITIES NECESSITATED BY THE ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- CREEK COUNTY RURAL WATER DISTRICT NO. 2, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER FACILITIES SHALL BE ENFORCEABLE BY CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- THE CITY OF GLENPOOL, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND PUBLIC STORM SEWER AND SANITARY SEWER FACILITIES. THE FOREGOING COVENANTS CONCERNING PUBLIC STORM SEWER AND SANITARY SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. 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 LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNERS' AGENTS OR CONTRACTORS.
- 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.
- UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST

GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

D. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, DRAINAGE AREAS OF HIGHER ELEVATION, AND 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/OR SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

- LOT OWNERS AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING, WHEN PERMITTED BY THE CITY OF BIXBY, OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED, HOWEVER, THE CITY OF BIXBY, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.
- ALL TREES SHALL BE PLANTED AT LEAST FIVE FEET (5') AWAY FROM ALL UNDERGROUND UTILITIES.
- NO ALTERATION TO APPROVED LANDSCAPE PLANS SHALL BE PERMITTED WITHOUT APPROVAL FROM THE GLENPOOL COMMUNITY DEVELOPMENT DEPARTMENT.
- FOLLOWING THE COMPLETION OF THE PLANTING OF ALL LANDSCAPE MATERIAL, THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR LONG-TERM HEALTH, CARE, AND MAINTENANCE OF ALL PLANT MATERIAL ON SITE. DEAD AND DISEASED PLANT MATERIAL SHALL BE REPLACED AS PER THE APPROVED LANDSCAPE PLAN.

F. STORM WATER DETENTION

- THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA.
- DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE LOT OWNERS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE LOT OWNERS SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
 - THE DETENTION EASEMENT AREAS ARE REQUIRED TO MEET ALL CITY STANDARDS PERTAINING TO MAINTENANCE OF A DETENTION AREA.
- IN THE EVENT THE LOT OWNERS SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE LOT OWNERS.
- IN THE EVENT THE LOT OWNERS, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF GLENPOOL, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH LOT SHALL BE LIMITED TO ITS PROPORTIONATE SHARE OF THE COSTS.
- A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA.

G. OVERLAND DRAINAGE EASEMENTS

- THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF GLENPOOL, STATE OF OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA.
- NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF GLENPOOL, STATE OF OKLAHOMA.
- OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF GLENPOOL, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF GLENPOOL, THE CITY OF GLENPOOL 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 LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF GLENPOOL.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN C&C OFFICE PARK AND THE CITY OF GLENPOOL, STATE OF OKLAHOMA AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN C&C OFFICE PARK SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF GLENPOOL, STATE OF OKLAHOMA, OR OWNER OF ANY LOT WITHIN THIS SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF. THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA, OR ITS SUCCESSORS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

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

IN WITNESS WHEREOF, 459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2026.

459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____
TAYLOR CHINOWTH, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2026, PERSONALLY APPEARED TO ME TAYLOR CHINOWTH, MANAGER OF 459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF 459 E 151ST ST, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "C&C OFFICE PARK AMENDED", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694
STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)



BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2026, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

JENNIFER FRITZ
MY COMMISSION EXPIRES: 6/23/2026
MY COMMISSION NUMBER: 14005569

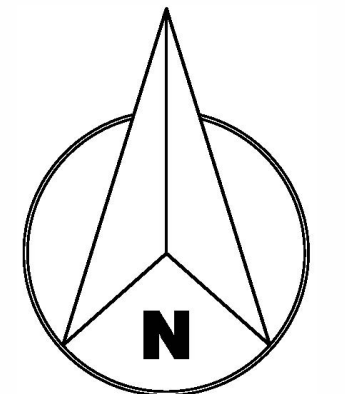
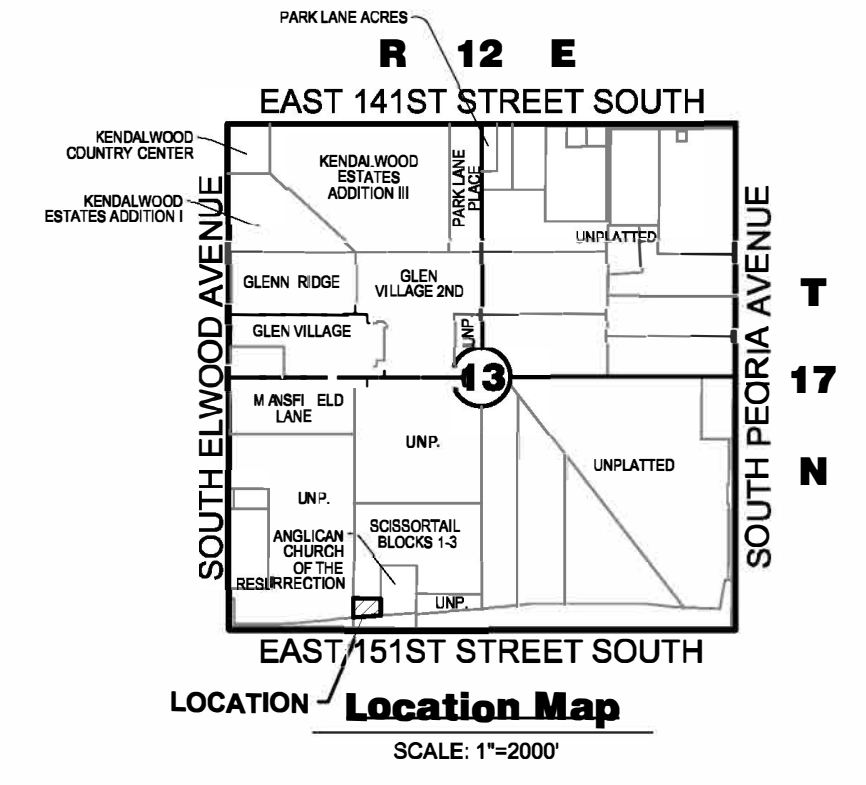


**PRELIMINARY
PLAT**

Attachment No. 4

Proposed Final Plat

C&C Office Park Amended



Scale: 1" = 20'
0 10 20 40

A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SW/4 OF SECTION THIRTEEN (13), 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.

Owner / Developer

459 E 151ST ST, LLC
459 EAST 151ST STREET SOUTH
GLENPOOL, OK 74033
PHONE: (918) 902-5288
MR. TAYLOR CHINOWTH

Surveyor

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET
JENKS, OKLAHOMA 74037
PHONE: (918) 528-5121
fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2026

Engineer

ENGINEERED BY DESIGN, PLLC
10700 MYERS LANE
CHOCTAW, OKLAHOMA 73020
PHONE: (405) 234-0980
ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2026

Subdivision Statistics

SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK
GROSS SUBDIVISION AREA: 54,771.4 SF OR 1.26 ACRES

Basis of Bearings

OKLAHOMA STATE PLANE COORDINATE SYSTEM, OK NORTH ZONE 3501, NAD83, USING THE SOUTH LINE OF THE SW/4 OF SECTION 13, T17N, R12E AS NORTH 88°36'10" EAST.

Monumentation

SET 3/8" IRON PIN W/ GREEN "FRITZ CA5848" CAP OR MAG NAIL W/ "FRITZ CA5848" WASHER AT ALL CORNERS UNLESS NOTED AND SHOWN OTHERWISE HEREON.

Benchmark

ON-SITE NGS OPUS SOLUTIONS REPORT (NAVD 1988)

Address

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

Floodplain Data

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, CITY OF GLENPOOL, OKLAHOMA, COMMUNITY PANEL NO. 40143C0428L - OCTOBER 16, 2012, WHICH INDICATES THE SURVEYED PROPERTY TO BE WITHIN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

Legend

- BL BUILDING SETBACK LINE
- I.P. IRON PIN
- L.N.A. LIMITS OF NO ACCESS
- U/E. UTILITY EASEMENT
- 125# STREET ADDRESS
- STORM WATER DETENTION & OVERLAND DRAINAGE EASEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

I, MICHAEL WILLIS, TULSA COUNTY CLERK, IN A FOR THE COUNTY AND STATE ABOVE NAMED, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2026

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY

FINAL PLAT

CERTIFICATE OF APPROVAL

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

CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

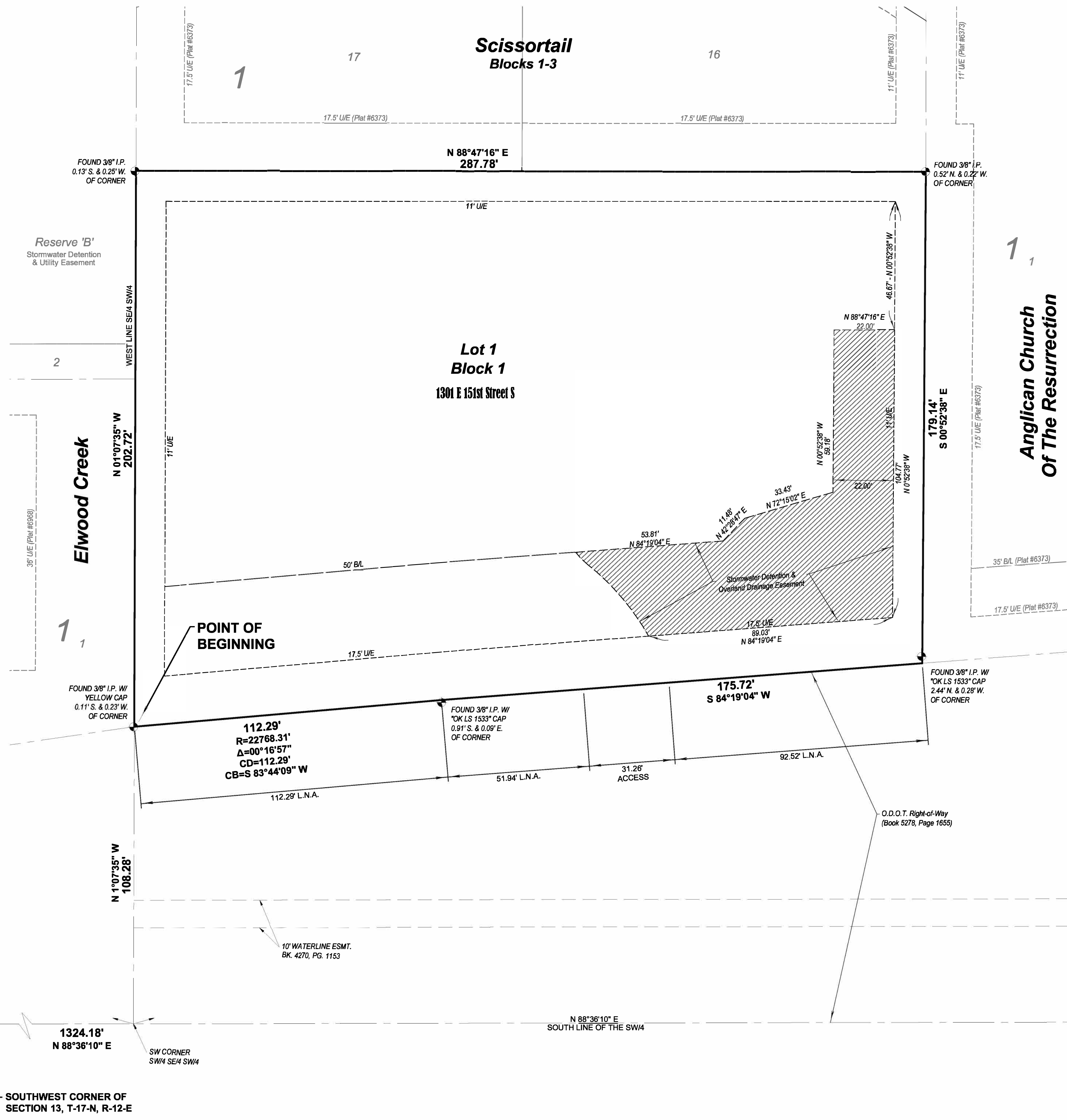
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL ON _____

MAYOR OR VICE MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURES ARE NOT ENDORSED BY THE CITY MANAGER

CITY MANAGER

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



SOUTHWEST CORNER OF SECTION 13, T-17-N, R-12-E

**C&C OFFICE PARK AMENDED
DEED OF DEDICATION & RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OR PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN LYING NORTH OF THE EXISTING NORTH RIGHT-OF-WAY OF HIGHWAY NO. 67 (HWY #67), TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING AT A SET IRON ROD ON THE WEST LINE OF SAID SW/4 SE/4 SW/4 AND ON SAID NORTH RIGHT-OF-WAY OF SAID HWY #67, SAID ROD BEING N01°07'35"W A DISTANCE OF 108.28 FEET OF THE SOUTHWEST CORNER OF SAID SW/4 SE/4 SW/4; THENCE N01°07'35"E ALONG SAID WEST LINE A DISTANCE OF 202.72 FEET TO A SET IRON ROD; THENCE N88°47'16"E A DISTANCE OF 287.78 FEET TO A SET IRON ROD; THENCE S00°52'38"W A DISTANCE OF 179.14 FEET TO A SET IRON ROD ON SAID RIGHT-OF-WAY; THENCE S84°19'04"W A DISTANCE OF 175.72 FEET ALONG SAID RIGHT-OF-WAY TO A SET IRON ROD; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,768.31 FEET, A CHORD BEARING OF S83°44'09"W, A DISTANCE OF 112.29 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 54,771.4 SQUARE FEET OR 1.26 ACRES, MORE OR LESS.

BASIS FOR BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, OK NORTH ZONE 3501, NAD83, USING THE SOUTH LINE OF THE SW/4 OF SECTION 13, T17N, R12E AS NORTH 88°36'10" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE (1) LOT AND ONE (1) BLOCK IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "C&C OFFICE PARK", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA.

SECTION I. EASEMENTS AND UTILITIES

A. UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" OR "UTILITY EASEMENT"; FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF GLENPOOL FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES, EXCLUDING GAS LINES AND GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH 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 SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE SOUTHERN PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY 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.
- CREEK COUNTY RURAL WATER DISTRICT NO. 2, ITS SUCCESSORS OR ASSIGNS, WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF WATER MAINS AND THE CITY OF GLENPOOL OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER AND SANITARY SEWER FACILITIES, BUT THE OWNER WILL PAY DAMAGE FOR RELOCATION OF SUCH FACILITIES NECESSITATED BY THE ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- CREEK COUNTY RURAL WATER DISTRICT NO. 2, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER FACILITIES SHALL BE ENFORCEABLE BY CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- THE CITY OF GLENPOOL, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND PUBLIC STORM SEWER AND SANITARY SEWER FACILITIES. THE FOREGOING COVENANTS CONCERNING PUBLIC STORM SEWER AND SANITARY SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. 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 LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNERS' AGENTS OR CONTRACTORS.
- 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.
- UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST

GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

D. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, DRAINAGE AREAS OF HIGHER ELEVATION, AND 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/OR SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

- LOT OWNERS AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING, WHEN PERMITTED BY THE CITY OF BIXBY, OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED, HOWEVER, THE CITY OF BIXBY, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.
- ALL TREES SHALL BE PLANTED AT LEAST FIVE FEET (5') AWAY FROM ALL UNDERGROUND UTILITIES.
- NO ALTERATION TO APPROVED LANDSCAPE PLANS SHALL BE PERMITTED WITHOUT APPROVAL FROM THE GLENPOOL COMMUNITY DEVELOPMENT DEPARTMENT.
- FOLLOWING THE COMPLETION OF THE PLANTING OF ALL LANDSCAPE MATERIAL, THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR LONG-TERM HEALTH, CARE, AND MAINTENANCE OF ALL PLANT MATERIAL ON SITE. DEAD AND DISEASED PLANT MATERIAL SHALL BE REPLACED AS PER THE APPROVED LANDSCAPE PLAN.

F. STORM WATER DETENTION

- THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA.
- DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE LOT OWNERS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE LOT OWNERS SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
 - THE DETENTION EASEMENT AREAS ARE REQUIRED TO MEET ALL CITY STANDARDS PERTAINING TO MAINTENANCE OF A DETENTION AREA.
- IN THE EVENT THE LOT OWNERS SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE LOT OWNERS.
- IN THE EVENT THE LOT OWNERS, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF GLENPOOL, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH LOT SHALL BE LIMITED TO ITS PROPORTIONATE SHARE OF THE COSTS.
- A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA.

G. OVERLAND DRAINAGE EASEMENTS

- THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF GLENPOOL, STATE OF OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA.
- NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF GLENPOOL, STATE OF OKLAHOMA.
- OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF GLENPOOL, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF GLENPOOL, THE CITY OF GLENPOOL 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 LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF GLENPOOL.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN C&C OFFICE PARK AND THE CITY OF GLENPOOL, STATE OF OKLAHOMA AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN C&C OFFICE PARK SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF GLENPOOL, STATE OF OKLAHOMA, OR OWNER OF ANY LOT WITHIN THIS SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF. THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF GLENPOOL, STATE OF OKLAHOMA, OR ITS SUCCESSORS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

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

IN WITNESS WHEREOF, 459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2026.

459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____
TAYLOR CHINOWTH, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2026, PERSONALLY APPEARED TO ME TAYLOR CHINOWTH, MANAGER OF 459 E 151ST ST LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF 459 E 151ST ST, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "C&C OFFICE PARK AMENDED", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694
STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)



BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2026, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

JENNIFER FRITZ
MY COMMISSION EXPIRES: 6/23/2026
MY COMMISSION NUMBER: 14005569



Attachment No. 5
Legal Description

Legal Description

A TRACT OR PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN LYING NORTH OF THE EXISTING NORTH RIGHT-OF-WAY OF HIGHWAY NO. 67 (HWY #67), TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING AT A SET IRON ROD ON THE WEST LINE OF SAID SW/4 SE/4 SW/4 AND ON SAID NORTH RIGHT-OF-WAY OF SAID HWY #67, SAID ROD BEING N00°00'07"W A DISTANCE OF 108.28 FEET OF THE SOUTHWEST CORNER OF SAID SW/4 SE/4 SW/4; THENCE N00°00'07"W ALONG SAID WEST LINE A DISTANCE OF 202.72 FEET TO A SET IRON ROD; THENCE N89°54'44"E A DISTANCE OF 287.78 FEET TO A SET IRON ROD; THENCE S00°14'50"W A DISTANCE OF 179.14 FEET TO A SET IRON ROD ON SAID RIGHT-OF-WAY; THENCE S85°26'32"W A DISTANCE OF 175.72 FEET ALONG SAID RIGHT-OF-WAY TO A SET IRON ROD; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,768.31 FEET, A CHORD BEARING OF S84°51'36"W, A DISTANCE OF 112.29 FEET TO THE POINT OF BEGINNING.

LAST PAGE

To: Mayor and Council, City of Glenpool
From: David Agbetunsin, Chief Operations Officer
Meeting Date: March 16, 2026
Department/Office: Engineering Department
Item Name:

Summary:

The City of Glenpool and Tulsa County have prepared an Interlocal Agreement for the repair of gabion baskets along a drainageway located just west of Elwood Avenue near 12300 S. Elwood Avenue. The purpose of the project is to stabilize and repair the existing drainage infrastructure that has experienced deterioration over time. This agreement allows the City and Tulsa County to collaborate on the drainageway repair project in a manner that benefits both parties and improves local infrastructure.

The project consists of the repair of existing gabion baskets along the drainageway located west of Elwood Avenue. These repairs are intended to stabilize the channel and prevent further erosion or structural degradation of the drainage facility.

Under the terms of the agreement:

- Tulsa County will provide all materials, equipment, labor, and traffic control necessary to complete the drainageway repair project.
- Tulsa County will provide the City with at least 30 days' notice prior to starting the project.
- The agreement will remain in effect until the project is completed.

Recommended Action:

Staff recommends approval of the Interlocal Agreement between the City of Glenpool and the Board of County Commissioners of Tulsa County for the Elwood Avenue Drainageway Repairs Project.

Budget:

N/A

Attachments:

1. 25 - Agreement - Eng - City of Glenpool, Oklahoma, 12300 S Elwood Ave - unexecuted CMF# 20260368
2. Right of Entry Permission - Signed.

PLEASE RETURN FULLY EXECUTED COPY TO:

**TULSA COUNTY CLERK MICHAEL WILLIS
ATTN: Georgeann Hiebert, Deputy
218 W. 6TH St. 7th Floor
TULSA, OK 74119**

**or by email at:
ghiebert@tulsacounty.org**

CMF# 20260368

MEMO

APPROVED
3/2/2026



DATE: February 25, 2026
FROM: Matney M. Ellis
Procurement Director

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

TO: Board of County Commissioners

SUBJECT: Agreement – City of Glenpool, Oklahoma, 12300 S Elwood Ave.

Submitted for your approval and execution is the attached interlocal agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of Tulsa County Engineering Department and the City of Glenpool, Oklahoma for the repair of the Gabion Baskets along the drainageway west of Elwood Ave at approximately 12300 S Elwood Ave., as further described in the attached.

Respectfully submitted for your execution and approval.

MME / adr

SUBMITTED FOR: The March 2, 2026 BOCC meeting agenda.

CMF# 20260368

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GLENPOOL AND THE BOARD OF
COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA FOR THE
ELWOOD AVE DRAINAGEWAY REPAIRS PROJECT**

This Agreement, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter called "County" and the City of Glenpool, Oklahoma, hereinafter called "City"; collectively referred to as "Parties".

Witnesseth:

Whereas, Okla. Stat. tit. 69, § 1903 authorizes the County and the City to enter into Agreements to construct, improve, repair or maintain any of the roads, streets or highways of the City;

WHEREAS, by virtue of Okla. Stat. tit. 74, § 1008, the parties are authorized to enter into a contract for governmental services under the Interlocal Cooperation Act (the "Act") which sets forth the purposes, powers, rights, objectives and responsibilities of the Parties.

WHEREAS, the Act provides that any one or more public agencies, including counties and cities, may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract. Okla. Stat. tit. 74, § 1008(A).

WHEREAS, both County and City are public agencies as defined by the Act. Okla. Stat. tit. 74, § 1003.

WHEREAS, the County and City desire to participate in projects and to provide services that are mutually advantageous to the County and the City.

Therefore, in consideration of the covenants and conditions below, the Parties hereto agree as follows:

1. This Agreement shall be for the scope of work ("Project") defined as Repair of the Gabion Baskets along the drainageway just west of Elwood Ave at approximately 12300 S Elwood Ave.
2. Materials, equipment, labor, and traffic control necessary to prepare and complete the Project shall be the responsibility of the County.

3. Unless terminated earlier, this Agreement shall be effective from and after the date of execution and shall terminate when the Project is complete.
4. County will provide a minimum of thirty (30) calendar days' notice to City prior to the start of the Project.
5. The rights, duties, and obligations under or arising from this Agreement shall not be assigned by either party hereto without the express written consent of the other.
6. City and County agree that work performed by each party to prepare and complete the Project is the sole responsibility and liability of each individual party. Furthermore, City acknowledges and agrees that the County provides no assurances regarding the durability or longevity of the finished Project. City and County agree that Tulsa County will not perform repairs on this drainageway after the termination of this Agreement.
7. This Agreement may be terminated or canceled by either party with or without cause, upon thirty-days (30) written notice of intention to terminate to the authorized representative of each party signed below.
8. Any modifications to this Agreement must be made by written amendment agreed to and signed by both Parties.

Approved by the City Council of the City of Glenpool this ____ day of March, 2026.

CITY OF GLENPOOL, OKLAHOMA

Joyce Calvert, Mayor

Attest:

Lesli Smith, City Clerk

Approved as to Form:

Eric D. Wade, City Attorney

Approved by the Board of County Commissioners of the County of Tulsa, Oklahoma this
2nd day of March, 2026.

COUNTY OF TULSA, OKLAHOMA

Kelly Dunkerley i
Kelly Dunkerley, Chairman

Attest:

Michael Willis

Michael Willis, County Clerk



Approved as to Form by:

Andrew Michelich

Andrew Michelich, Assistant District Attorney



Tulsa County – Right of Entry Permission

I hereby give my consent to the Tulsa County Highway Engineering division and its respective employees (herein referred to as "Tulsa County") and its contracted vendors the right to enter the property described as follows (herein referred to as "Property"):

12302 S Elwood Ave W, Jenks, Oklahoma 74037

To complete the following project of public benefit (herein referred to as "Project"):

Repair of gabion baskets along drainage-way located within the City Limits of Glenpool. Work to be performed as workload and weather allow. The dates below are a projected range, but the dates may vary.

For the approximate work period for Project:

12/15/2025

to

01/16/2026

Start Date

End Date

I further understand that the Project described herein will be the extent of the work performed, and at this time, I do not authorize any work beyond that which is specified.

I certify that I am the owner or registered lessee of the Property, and that I subscribe to this simple Entry Permission as my own free act. I further give the right of ingress and egress to Tulsa County and its contracted vendors.

I hereby release Tulsa County from all liability which may arise because of the said entry except for willful or wanton destruction of property.

This permission is for the above-described endeavors and upon the completion of the Project, this permission shall terminate and be of no force and effect for future projects.

SIGNED BY:

Timothy Lee Fox

Printed Name

 12-4-25
Signature Date

WITNESSED BY:

David Tillotson

Printed Name

 12-4-25
Signature Date

Having reviewed the above and being convinced that the project is needed and would serve the interests of Tulsa County, the Tulsa County Engineer, as authorized by the Board of County Commissioners of Tulsa County, hereby gives Tulsa County employees authority to proceed with the work as described.

AUTHORIZED BY:

Alex Mills, Tulsa County Engineer

Date

To: The Honorable Mayor and Council

From: Beth Miller, Grants and Special Projects

Meeting Date: March 16, 2026

Department/Office: Grants & Special Projects

Item Name: EDA FY25 Disaster Supplemental Grant Application – Rolling Meadows Drainage Project

Summary:

The City seeks authorization to apply for federal funding through the U.S. Economic Development Administration's FY25 Disaster Supplemental Grant Program to support the Rolling Meadows Storm Drainage Improvements project. This shovel-ready project addresses recurring flooding issues and improves long-term stormwater resilience within the neighborhood. The total estimated project cost is \$1,597,362, with an anticipated federal share of \$1,277,889.60 and a required City match of \$319,472.40, to be funded from the General Funds fund balance. The grant operates on a reimbursement basis.

Recommended Action:

Staff recommends the authorization to prepare and submit an application to the U.S. Economic Development Administration (EDA) FY25 Disaster Supplemental Grant Program for the Rolling Meadows storm drainage improvements project, acknowledging the required local match and the reimbursement-based nature of the grant.

Budget:

City match of \$319,472.40 to be funded from MGF Streets & Infrastructure Fund balance (50-5-00-5409 – Transfer from Fund Balance); EDA Disaster Supplemental grant request of \$1,277,889.60 will fund the remainder of the project on a reimbursable basis.

Attachments:

1. Rev-30% Cost Estimate - Rolling Meadows

Rolling Meadows Stormwater Improvement Project

Description	Unit	Original Plan Quantity	Unit Price	Total Price
42" CORRUGATED POLYPROPYLENE PIPE	L.F.	1504.00	\$ 150.00	\$225,600.00
48" CORRUGATED POLYPROPYLENE PIPE	L.F.	485.00	\$ 170.00	\$82,450.00
36" CORRUGATED POLYPROPYLENE PIPE	L.F.	569.00	\$ 125.00	\$71,125.00
24" CORRUGATED POLYPROPYLENE PIPE	L.F.	676.00	\$ 75.00	\$50,700.00
18" CORRUGATED POLYPROPYLENE PIPE	L.F.	488.00	\$ 70.00	\$34,160.00
8' Diameter Manhole	EA.	1.00	\$ 12,500.00	\$12,500.00
6' Diameter Manhole	EA.	9.00	\$ 11,500.00	\$103,500.00
4'x10' CATCH BASIN STRUCTURE W/GRATE	EA.	1.00	\$ 27,000.00	\$27,000.00
HEADWALL	EA.	3.00	\$ 9,000.00	\$27,000.00
Type A Aggregate Base	Cyds	1027.00	\$ 80.00	\$82,160.00
4" Type S-3 Asphalt (PG 64-22 OK) Asphalt Base Course	TON	332.00	\$ 170.00	\$56,440.00
2" Type S-4 Asphalt (PG 76-28 OK) Asphalt Surface Course	TON	166.00	\$ 220.00	\$36,520.00
CONC. CURB (6" BARRIER-INTEGRAL)	L.F.	2473.00	\$ 25.00	\$61,825.00
D-2-0 Curb Inlet	EA.	8.00	\$ 6,000.00	\$48,000.00
D-2-1 Curb Inlet	EA.	7.00	\$ 6,100.00	\$42,700.00
D-2-2 Curb Inlet	EA.	5.00	\$ 9,700.00	\$48,500.00
D-2-3 Curb Inlet	EA.	2.00	\$ 9,100.00	\$18,200.00
REMOVAL OF MANHOLES	EA.	1.00	\$ 1,600.00	\$1,600.00
REMOVAL OF CONC. PAV. W/ ASPH. OVERLAY	S.Y.	1482.00	\$ 20.00	\$29,640.00
REMOVAL OF DRAINAGE INLETS	EA.	13.00	\$ 1,000.00	\$13,000.00
REMOVAL OF GUARDRAIL	L.F.	40.00	\$ 14.00	\$560.00
REMOVAL OF CURB	L.F.	2473.00	\$ 15.00	\$37,095.00
REMOVAL OF EXISTING PIPE	L.F.	716.00	\$ 30.00	\$21,480.00
REMOVE AND RESET MAILBOX	L.F.	21.00	\$ 300.00	\$6,300.00
DELIVER PORTABLE LONGITUDINAL BARRIER	L.F.	625.00	\$ 32.00	\$20,000.00
CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF	S.D.	2400.00	\$ 1.00	\$2,400.00
(PL) PORTABLE LONG. BARRIER DELINEATOR	S.D.	12000.00	\$ 1.00	\$12,000.00
CONSTRUCTION BARRICADES (TYPE III)	S.D.	1440.00	\$ 2.00	\$2,880.00
DRUMS	S.D.	24000.00	\$ 0.35	\$8,400.00
INLET PROTECTION	L.F.	120.00	\$ 70.00	\$8,400.00
CONSTRUCTION STAKING LEVEL II	LSUM	1.00	\$ 22,000.00	\$22,000.00
MOBILIZATION	LSUM	1.00	\$ 87,500.00	\$87,500.00
SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.00	\$ 10,000.00	\$10,000.00
EXISTING CATCH BASIN STR. MODIFICATION	LSUM	1.00	\$ 13,500.00	\$13,500.00
DRAINAGE SWALE CONSTRUCTION	LSUM	1.00	\$ 6,000.00	\$6,000.00
				\$1,331,135.00
20% Contingency				\$266,227.00
			Total	\$1,597,362.00

To: The Honorable Mayor and Council
From: David Tillotson, City Manager
Meeting Date: March 16, 2026
Department/Office: Administration
Item Name: Renewal of Agreement with Centurion Health Systems

Summary:

GEMS and the City of Glenpool entered into an Ambulance Agreement with Centurion Health Systems, Inc. dba Mercy Regional of Oklahoma in 2016 for a five-year term, and then again in 2021 for a second five-year term. The last funding increase from Mercy was in 2019. Mercy is requesting a 5% increase beginning July 1st. We have not experienced any significant issues with Mercy during our partnership.

Recommended Action:

Staff recommends approving the renewal of the agreement with Centurion Health Systems.

Budget:

Attachments:

1. AMB SVC AGMT - MERCY EMS - PROPOSED FINAL 050521

AMBULANCE SERVICE AGREEMENT

This Ambulance Service Agreement, as provided for by Title 63 - Public Health and Safety, Article 25 - Oklahoma Emergency Response Systems Development Act, Section 1-2515 - Authority to Regulate and Control Ambulance Service Transports, and by Title 5, Chapter 2, Article A of the Code of Ordinances of the City of Glenpool, ("Agreement") made and entered into as of July 1, 2021 (the "Effective Date"), by and among the CITY OF GLENPOOL, OKLAHOMA ("GLENPOOL" or "CITY"); CENTURION HEALTH SYSTEMS, INC., 9106 N. GARNETT RD, PO BOX 2398, OWASSO, OK 74055, d/b/a MERCY REGIONAL OF OKLAHOMA ("MERCY"); and the GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT ("GEMS" or "GEMS District"), collectively the "Parties."

WHEREAS, GEMS has a need for emergency medical services provided by MERCY for the health, welfare, and safety of the residents within the GEMS District; and,

WHEREAS MERCY is engaged in the business of providing ambulance services and is willing and capable of supplying emergency and non-emergency medical services to GEMS.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions as hereinafter set forth, the Parties hereby mutually agree as follows:

I. ADOPTION OF SERVICES

1.1 Operational Agreement. MERCY acknowledges and agrees to abide by, to the extent applicable, a certain operational agreement entered into between the City of Glenpool and the GEMS District to provide for specified administrative, clerical, legal and emergency medical responder functions to be provided by the CITY for the benefit of GEMS, and such other terms and conditions as may affect the working relationship between the CITY and GEMS as such terms and conditions are set forth in said operational agreement. Specifically, MERCY acknowledges and agrees that certain reporting or other requirements of MERCY to GEMS will be under the direction of the District Administrator, as set forth in this Agreement. Likewise, MERCY acknowledges and agrees that GEMS legal and financial arrangements will be governed by the terms of GEMS' operational agreement with the CITY.

1.2 Essential Services. MERCY will provide emergency and non-emergency medical services and qualified medical personnel to residents of the Service Area as defined herein.

1.3 Service Area ("Service Area"). The Service Area incorporated in this Agreement includes the Glenpool Public School District and the corporate limits of the City of Glenpool (together, the GEMS District boundaries).

1.4 Inspection. GEMS shall have the unconditional right to reasonable unannounced inspections by a qualified designee of the District Administrator of every ambulance utilized in

connection with this Agreement as to the clinical and mechanical worthiness of the vehicle. Additionally, the same right of inspection shall apply to personnel who directly operate or staff ambulances and to emergency equipment, including dispatching, any of whom or which shall be utilized in the fulfillment of the terms and conditions of this Agreement. All MERCY vehicles for use in conjunction with this Agreement shall be subject to unannounced inspections by a qualified designee of GEMS to ensure the clinical and mechanical worthiness of the vehicle.

1.5 Term (First Renewal Agreement). The Term of this Agreement shall commence on the Effective Date of July 1, 2021. It renews and renders void as of the Effective Date, that original Ambulance Service Agreement with an effective date March 22, 2016, and an expiration date of June 30, 2021. All rights, duties, obligations, authorizations, terms, and conditions created hereby shall commence on the Effective Date and shall continue thereafter through the 30th day of June 2026, (“Expiration Date”). The Parties understand, agree and acknowledge that the CITY shall incur no financial obligations whatsoever with respect to the performance of this Agreement and this Agreement is therefore exempt from limitations that the Constitution of the State of Oklahoma and Oklahoma Statutes would otherwise impose on obligations that extend beyond the current Fiscal Year.

1.6 Renewal. GEMS and MERCY agree that they shall have the option to renew this Agreement upon the expiration of the current Term and any subsequent term. Renewal may be for such term and contain such other provisions and conditions as the Parties negotiate prior to the Expiration Date. This Agreement shall be renewed for additional five-year terms unless either party notifies the other at least 90 days prior to the Expiration Date of its intent not to renew. Renewal shall be memorialized by the issuance of a subsequent agreement in substantially the form of this Agreement.

1.7 Termination. This Agreement may be canceled by either party with one hundred-eighty (180) days’ notice for any stated reason or no reason. During such one hundred-eighty (180) day period, the parties may negotiate any objectionable terms or desire for amendment or the party giving notice may elect to act in accordance with its notice with no duty to negotiate.

1.8 Breach. In the event of a non-material breach of the conditions of this Agreement, the non-breaching party shall give the breaching party thirty (30) days’ notice of such non-material breach as time to cure and may terminate this Agreement upon expiration of such thirty- (30) day notice period without cure. In addition, a non-breaching party shall further have the right to terminate this Agreement immediately upon the occurrence of any material breach by the other party, with no duty or obligation to provide notice or time to cure. Materiality shall include any breach that presents a serious risk of injury, mistreatment or death of a patient or presents a substantial likelihood of serious impairment to the rights and powers of the non-breaching part.

1.9 Material Change of Condition. MERCY must provide the Oklahoma Department of Health and the GEMS District written notice of any change in financial, staffing or other conditions that may reasonably be expected to affect adversely MERCY’s capacity to provide

the services contracted for under this Agreement. Such notice must be submitted within ten (10) calendar days of any such change in conditions, as described.

II. RESPONSIBILITIES OF MERCY

2.1 Availability. MERCY shall assign at least one permanent ambulance to the Service Area, and such ambulance shall be based within the City of Glenpool on a 24-hour per day/7-day per week basis.

2.2 Advanced Life Support. MERCY shall provide at least one Advanced Life Support ambulance on a full time basis to the Service Area for emergency responses on a 24-hour per day/7-day per week basis.

2.3 Advanced Life Support Qualified Personnel. MERCY shall provide competent and duly qualified personnel to attend at least one Advanced Life Support ambulance on a full time basis in the Service Area for emergency responses. Such personnel shall be stationed within the City of Glenpool except only during transports that may temporarily remove them from the limits of the Service Area.

2.4 Additional Ambulance Service. For the provision of additional emergency or non-emergency transports that may be required when the primary ambulance that is stationed in the City of Glenpool is called to an emergency, MERCY shall dispatch an additional ambulance at the earliest possible opportunity so as to effect such additional transports without affecting the response time performance of the primary ambulance.

2.5 Emergency Response Coordination. The City of Glenpool Emergency Medical Response Agency (First Responders) ("EMRA") is established by and operates in accordance with Title 5, Chapter 2, Article B of the City of Glenpool Code of Ordinances. Glenpool Fire Department members who are certified by the Oklahoma Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the Oklahoma Board of Health; are designated as the EMRA. Under the supervision of, and in accordance with protocols established by, the MERCY Medical Director, as set forth in Article V of this Agreement, the EMRA shall provide appropriate emergency medical services at the scene of an incident requiring emergency medical services, excluding transport. The EMRA may utilize certified emergency medical responders and/or licensed emergency medical personnel, as those terms are defined in Title 63 of the Oklahoma Statutes, Sections 1-2503(7) and (17), as so designated by the CITY, and under the direction and control of the MERCY Medical Director. MERCY, in connection with its provision of services to GEMS, shall coordinate its emergency medical response actions with the EMRA so as to provide the most prompt, efficient and professional emergency medical services.

III. AMBULANCE EQUIPMENT

3.1 Minimum Equipment Standards. MERCY will, at all times, supply emergency equipment in compliance with Oklahoma Emergency Medical Services Regulations, OAC 310:641-3- 23, Equipment for Ground Transport Vehicles, to include without limitation:

- Essential Basic Medical Equipment;
- Mandatory Extrication Equipment,*
- * All heavy extrication services must be provided by the Glenpool Fire Department
- Advanced Life Support Medical Equipment

3.2 Business Name. The “Mercy Regional EMS” business name will be placed on each side and rear of each ambulance or other vehicle used for the purpose of providing medical services to the Service Area for ready identification.

3.3 Vehicle Maintenance. All MERCY vehicles shall be in good mechanical and serviceable condition at all times, so as not to be hazardous to patient(s) or crew members. All preventive maintenance schedules shall be readily accessible during regular business hours to a GEMS representative.

3.4 Emergency Permit. All MERCY vehicles utilized in connection with this Agreement shall have a permit and/or inspection decal affixed by the Oklahoma State Department of Health – EMS Division – with no less than a Class “A” permit which indicates compliance with applicable statutes and regulations as a primary “first out” emergency vehicle.

3.5 Disposable Medical Supplies. MERCY will replace all disposable medical supplies utilized by the Emergency Medical Response Agency as identified on **Exhibit A**, Inventory Resupply List, at no charge to the City of Glenpool or GEMS.

IV. STAFFING

4.1 Minimum Personnel. Each ambulance that MERCY dedicates to the GEMS Service Area shall have on staff an adequate number of emergency medical services personnel in order to respond effectively to all calls. Specifically, MERCY will provide as a minimum: one Emergency Medical Technician at the Basic level and one Emergency Medical Technician at the Paramedic level who will respond to any emergency. The only exception shall be in the event of a disaster or when a secondary ambulance is responding to an event pursuant to a mutual aid agreement.

4.2 EMS Paramedic. Under no circumstance during the transport of an emergency ambulance patient by the primary ambulance assigned to the Service Area will the attendant be qualified as less than a licensed EMS Paramedic.

4.3 Driver Qualifications. In addition, each ambulance shall have a driver who is qualified as not less than an EMT Basic.

4.4 Exceptions for Documented Disasters. In unique and unexpected circumstances, including a disaster, the minimum driver requirement may be altered to facilitate a transport of an emergency patient with a law enforcement officer, fireman or authorized Emergency Medical Responder as driver. In this event, a written report of the circumstances, reason and any other pertinent information regarding the call will be forwarded to the State of Oklahoma Department of Health, EMS Division with copies forwarded to GEMS within ten working days.

V. PHYSICIAN MEDICAL DIRECTOR

5.1 Medical Director Qualifications. MERCY shall agree at all times to employ a physician Medical Director who is a fully licensed, non-restricted Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.) in the State of Oklahoma and who shall act as the medical advisor to MERCY and shall monitor and direct patient care provided by MERCY and by the City of Glenpool Emergency Medical Response Agency, as set out in Section 2.5 of this Agreement. The Medical Director shall meet all qualifications and requirements stated in the Emergency Response Systems Development Act at Title 63, Sections 1-5201 *et. seq.* of the Oklahoma Statutes (the "Act"), and shall comply with all regulations that have been or may be promulgated by the Oklahoma Board of Health, to include without limitation Title 310, Chapter 641, Subchapter 3, Part 11 of the Oklahoma Administrative Code (Medical Control of Ambulance Services).

5.2 Medical Director Duties. Specifically, the Medical Director shall:

- (a) Demonstrate appropriate training and experience in adult and pediatric emergency medical services by being Board Certified in emergency, family, internal, or surgical medicine or possess and maintain current certification in Advanced Cardiac Life Support (ACLS) and Advanced Trauma Life Support (ATLS); Pediatric Advanced Life Support (PALS), Advanced Disaster Life Support (ADLS) or other equivalent training.
- (b) Be familiar with the design and operation of pre-hospital emergency medical services systems, and knowledgeable about the capabilities of the different levels of licensed personnel and of the established protocols.
- (c) Have experience in the emergency department management of acutely ill or injured patients.
- (d) Be knowledgeable and actively involved in quality assurance and the educational activities of MERCY and EMRA emergency response personnel and supervise a quality assurance (QA) program by either direct involvement or appropriate designation and surveillance of his responsible designee. The QA program, or policy, shall be submitted with treatment protocols for approval by the Department of Health.
- (e) Have knowledge and a relationship with MERCY and the CITY's Emergency Medical Response Agency and the GEMS Service Area.
- (f) Provide a written statement to the Department of Health and to the GEMS District Administrator that includes:

- Agreement to provide medical direction and establish the standard of care provided by the service;
 - Regular mail and email addresses;
 - An Oklahoma Bureau of Narcotics and Dangerous Drugs (OBNDD) number or appropriate state equivalent;
 - Current medical license;
 - A curriculum vita that includes active involvement in pre-hospital care.
- (g) Develop medical protocols for patient care techniques, both on-line and off-line standing orders and present written EMT Intermediate and EMT Paramedic life support protocols to the Department of Health for approval before use. Protocols shall include medications to be used, treatment modalities for patient care procedures, and appropriate security procedures for controlled and dangerous drugs.
- (h) List all medications with quantities to be carried on each emergency vehicle.
- (i) Participate in the statewide emergency medical services system.
- (j) Maintain Oklahoma State Department of Health, Emergency Medical Services Division certification / approval as a Medical Director.
- (k) Develop medical protocols for patient care techniques, both on line and off line, and present said protocols for approval by the Department of Health – Emergency Medical Services Division. Protocols shall include medications to be utilized, treatment modalities for patient care procedures, and appropriate security procedures for controlled and dangerous drugs.
- (l) Work together with MERCY and EMRA staff to offer optimal care to all ambulance patients in the most efficient manner available within the Service Area.
- (m) Agree to provide medical direction to the Emergency Medical Response Agency (EMRA) duly authorized by the City of Glenpool.

5.3 Verification. Evidence of compliance with these qualifications shall be made available to the GEMS District Administrator upon request.

VI. COMMUNICATIONS

6.1 Dispatch. The Glenpool Police Department shall provide emergency (911) call reception services for the GEMS Service Area and be responsible for initial notification of the MERCY dispatch center. Any request for ambulance service received by the Glenpool 911 system shall be forwarded directly to the MERCY control center. After initial notification of MERCY, MERCY dispatchers shall assume the responsibility of completing all further dispatch functions, to include priority classification; ambulance dispatching (whether MERCY or mutual aid if necessary); emergency medical responder dispatching; and pre-arrival instructions for the

reporting party. Performance of these duties is subject to periodic review and approval by the GEMS District Board.

6.2 Call Classification. MERCY shall be responsible for determining call priority and utilizing an appropriate classification system approved by the Medical Director.

VII. RESPONSE TIME

7.1 Response Time Standards. The following response times shall be monitored and accurately recorded so that continual audit of these times may be performed as a method to assure the most efficient responses are being performed:

- Time request for EMS response is received at the dispatch center (this time shall be indicated when sufficient information has been received from the caller to initiate a response)
- Time ambulance is notified
- Time ambulance is en route
- Time ambulance is on the scene
- Time ambulance is en route to the hospital or is available if not needed
- Time ambulance arrives at the hospital
- Time ambulance is back in Service Area

7.2 Response Time Reliability Standards. MERCY agrees to maintain a service response time of eight minutes or less with 90% reliability for each calendar month during the term of the Agreement for all emergency calls within the Service Area north of 181st Street South. A response time of ten minutes or less with 90% reliability will be maintained for all emergency calls in all portions of the Service Area south of 181st Street South. These minimum response times apply equally to secondary ambulance responses by MERCY when a secondary ambulance is located within the Service Area at the time and an additional unit is required for an existing emergency or a new emergency.

7.3 Secondary Response Time Standards. MERCY agrees that MERCY ambulances responding to requests for secondary ambulance service (*i.e.*, requests for one or more additional ambulances while the primary MERCY ambulance permanently assigned to the GEMS District is on call) will be held to the same response time and response time reliability standards as those established for the primary ambulance in Sections 7.1 and 7.2 of this Agreement. In the event that the MERCY dispatch center determines that there is not a MERCY ambulance immediately available capable of meeting the agreed upon response time standards, MERCY agrees to take responsibility for contacting and dispatching a mutual aid response within not more than three minutes from the time that the call is received by the MERCY dispatch center. A mutual aid response is defined as an ambulance responding, at the request of MERCY, from another ambulance service in the surrounding area, to the request for an ambulance in the Service Area.

Mutual aid responses from an ambulance service provider outside the Service Area responding to a call from MERCY, as well as mutual aid responses performed by MERCY to an ambulance service provider located outside of the Service Area, are exempt from required response times.

VIII. PURCHASES

8.1 Local Support. MERCY shall agree to purchase fuel and supplies from merchants in the City of Glenpool, if possible and at its own expense, but shall not be obligated to do so if prices are not comparable or less or specific supplies and/or services are not available in the City of Glenpool.

IX. INSURANCE REQUIREMENTS

9.1 Commercial Liability Coverage. MERCY shall keep in full force and effect a policy or policies of public liability and property damage insurance, issued by a casualty insurance company authorized to do business in the State of Oklahoma, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the operation of MERCY ambulance(s) or other actions by MERCY or any of its officers, agents or employees, and providing that the amount of recovery shall be in limits of not less than the following sums:

- (a) For damages arising out of bodily injury to, or death of, one person in any one incident, not less than one million dollars (\$1,000,000.00).
- (b) For damages arising out of bodily injury to, or death of, two or more persons in any one incident, not less than three million dollars (\$3,000,000.00).
- (c) For injury to, or destruction of, property in any one incident, not less than five hundred thousand dollars (\$500,000.00).

9.2 Workers' Compensation. MERCY shall maintain, during the term of this Agreement, Worker's Compensation insurance as prescribed by the laws of the State of Oklahoma.

9.3 Certificate of Insurance. MERCY agrees to furnish to the GEMS district administrator, as a condition of this Agreement, an original and duplicate certificate of insurance which shall indicate the types of insurance, the amounts of insurance and the expiration dates of all policies carried by MERCY. Each certificate of insurance shall name the GEMS District as an additional named insured, and shall contain a statement by the insurer issuing the certificate that the policies of insurance listed thereon will not be canceled or materially altered by the insurer without thirty days' written notice received by the GEMS District.

9.4 Change of Coverage. Cancellation or material alteration of a required insurance policy or coverage shall automatically terminate this Agreement and MERCY shall thereupon cease and desist from further operations in the GEMS District.

X. ACCESSIBILITY

10.1 No Ability to Pay Exemption. MERCY shall deny no one access to emergency care and transportation, regardless of ability to pay.

10.2 Offsets. MERCY shall provide mechanisms to offset out-of-pocket costs to patients. Examples are subscriptions, third party reimbursement invoicing, scheduled payment programs, etc.

XI. OPERATIONS REPORTS AND RECORDS

11.1 Reporting Requirements. MERCY agrees to make all HIPAA-compliant records and reports in connection with the Service Area available to the GEMS District Board upon request and shall submit a monthly log report prior at each GEMS District Board meeting held on dates as noticed by the Glenpool City Clerk. The log report shall include, without limitation, the following information:

- Call number
- Unit number
- Call times
- Call date
- The record of response times required by Section 6.4 of this Agreement.

All reports shall be sanitized of protected health information, as defined and mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

11.2 Meeting Schedule. Unless notified otherwise, an authorized MERCY representative will attend GEMS District Board meetings scheduled at 6:00 on the first Monday of every month and located at the Glenpool City Hall/Conference Center Council Chambers (Third Floor), 12205 S. Yukon Avenue, Glenpool, OK 74033.

XII. COMMUNITY EDUCATION

12.1 Availability. MERCY agrees, at reasonable times and upon sufficient notice, to be available upon request to aid in and/or conduct community education programs, including, but

not limited to, CPR and First Aid programs. MERCY shall agree to make community education an integral part of this Agreement and of its operations in the GEMS District.

12.2 Cost Limitation. All courses administered in GEMS by MERCY shall be at no expense to the participants except for actual cost of materials and instructor fees.

12.3 Continuing Education. Members of the Glenpool Emergency Medical Response Agency may attend any classes held as continuing education for the employees of MERCY at no charge.

12.4 Medical Responder Training. MERCY shall provide to the Glenpool Emergency Medical Response Agency biannual Emergency Medical Responder Courses and Emergency Medical Responder Refresher Courses, as needed. MERCY shall also provide Quality Improvement/Quality Assurance oversight services for the Glenpool Emergency Medical Response Agencies.

XIII. STANDBY SERVICES

13.1 Public Events. MERCY agrees to be available, upon the request of the Glenpool Police Chief or Fire Chief to “stand by” on location at public events, including, but not limited to, football games, basketball games, baseball/softball games, firework displays, etc. MERCY shall respond as needed to the scene of any incident at such events which could result in possible personal injury or death to the persons involved. There shall be no charge for standby services, at Glenpool-sanctioned events, within the city limits of the City of Glenpool.

13.2 Emergency Calls. Any time MERCY is performing standby service as described in Section 12.1, MERCY agrees that either a MERCY ambulance other than the ambulance on standby or a mutual aid response ambulance will be available to respond to emergency calls until such time as the standby ambulance is released from service at the public event.

XIV. PATIENT CHOICE

14.1 Choice of Facility. MERCY shall honor the patient’s choice of hospital, medical facility, nursing home or other facility when the patient’s condition permits a choice to be made and the choice of facility is at a location within a 30-mile radius of the GEMS Service Area.

14.2 Incapacity of Patient to Choose. Should a patient be unconscious or without family to direct his/her destination to a medical facility for treatment, he/she shall be transported to the nearest hospital where appropriate services are available.

14.3 Traumatic Injury. In the case of traumatic injury, under certain circumstances, the patient's destination shall be directed by the Tulsa Regional Trauma Advisory Board, Trauma Referral Center, as mandated by the Tulsa Regional Trauma Triage and Transport Plan.

XV. MEMBERSHIP PROGRAM

15.1 Cost. MERCY will offer to all residents in the Service Area, an Ambulance Membership Program to be available for purchase by the public during the month of January. The fee schedule for this Program is \$60.00 annually.

15.2 Benefit. The membership program will cover the coinsurance or deductible portion of the ambulance bill for all medically necessary emergency ambulance services.

15.3 Medical Necessity. Membership program benefits will apply only in the case of medically necessary emergency calls, as determined in accordance with protocols established by the Medical Director.

15.4 Right to Bill. MERCY reserves the right to bill any insurance plan of which the membership holder may be a beneficiary.

XVI. PRIMARY PROVIDER

16.1 Statutory Compliance. The Parties agree that MERCY shall be responsible for responding to all emergency and non-emergency ambulance calls within the Service Area for the term of this Agreement or any extensions thereof, pursuant to the Oklahoma Emergency Medical Response Systems Development Act at Title 63 O.S. §§ 1-2501 *et seq.*

16.2 Mutual Aid. The foregoing paragraph to the contrary notwithstanding, the Parties hereto understand and agree that, in the event that services provided by MERCY are not available due to emergency, such emergency may from time to time necessitate utilization of another emergency medical service. In that event, MERCY will have the duty to arrange for the services of another ambulance service provider not affiliated with MERCY. All requests for mutual aid from other ambulance services will be the responsibility of MERCY.

XVII. SUBSIDY ARRANGEMENT

17.1 Terms. GEMS and MERCY agree that a subsidy arrangement will be implemented, and that any subsidy paid to MERCY by GEMS must be limited to funds available from the ad

valorem tax levy of three mills approved by the qualified electors of the GEMS District and must be used strictly for purposes authorized by Article X, Section 9C of the Oklahoma Constitution.

17.2 Monthly Charge. For the performance of services in accordance with this Agreement, GEMS shall pay MERCY a subsidy of \$15,000.00 per month until such time that the Agreement is terminated or negotiated for renewal.

17.3 Subsequent Agreement(s). By no later than 90 days before the expiration of this Agreement, MERCY will notify the GEMS District Administrator by written letter of intent of its intent either to renew or not renew this Agreement. Should GLENPOOL, GEMS and MERCY agree to renew this Agreement, the monthly subsidy arrangement shall be negotiated for the renewal period.

ACCEPTED AND APPROVED by the Parties hereto on the dates respectively entered below.

**Centurion Health Systems, Inc., d/b/a
Mercy Regional of Oklahoma**

**Glenpool Area Emergency Medical Service
District, Tulsa County, Oklahoma**

By: _____
Duke Dixon
President

By: _____
Chairman

Date: _____

Date: _____

Attest:

Attest:

By: _____
Name: _____
Title: _____

By: _____
Wendy Knight
District Secretary

City of Glenpool

By: _____
Joyce Calvert
Mayor

Date: _____

Attest:

By: _____
Wendy Knight
City Clerk

Approved as to Form:

By: _____
Lowell Peterson
GEMS & City Attorney

To: The Honorable Mayor and Council
From: David Tillotson, City Manager
Meeting Date: March 16, 2026
Department/Office: Administration
Item Name: Extension of deadline for City Manager evaluation

Summary:

The current employment agreement between the City, GUSA and the City Manager, requires that the annual evaluation of the City Manager occur no later than the last meeting in March.

Unfortunately, we have not been able to get all five council members at the same meeting to discuss the evaluation and have decided to hold that evaluation in April. This modification amends the contract, for this year only, to allow that evaluation to occur no later than the end of April.

Recommended Action:

Staff recommends approval of the modification of the deadline to the City Manager contract.

Budget:

Attachments:

None