EASTPARK CROSSING NORTH PUD

APPLICATION FOR PLANNED UNIT DEVELOPMENT AUGUST 9^{TH} , 2017 REVISED SEPTEMBER 6^{th} , 2017

DEVELOPER:

XII STREET COMMONS, INC. 813 S.W. 113TH ST. OKLAHOMA CITY, OK 73170 (405) 692-0521

PREPARED BY:

HUITT-ZOLLARS, INC. ATTN: BRYAN E. COON, P.E., P.L.S. 2832 W. WILSHIRE BLVD. OKLAHOMA CITY, OK 73116 (405) 842-0363

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I. <u>INTRODUCTION</u>

THE EASTPARK CROSSING NORTH PUD project is a proposed 5.82 acre Planned Unit Development in the City of Norman. This area was originally included in the Eastpark Crossing Addition PUD (O-9900-1) totaling 9.9 acres in size. With this PUD application these 5.82 acres are being removed from the previous Eastpark Crossing Addition PUD and is requesting rezoning of the property to the standards included in this PUD narrative.

II. PROPERTY DESCRIPTON/GENERAL SITE CONDITIONS

A. Location, Existing Land Use and Zoning

The Property lies near the northwest corner of 12th Avenue NE and Alameda Street, in Norman, Oklahoma.

The Subject Property is currently zoned P.U.D. with a C-2 zoning base. The Property is currently vacant. A fast food establishment and a retail store abut the southern boundary of this P.U.D. They were both constructed on lots that were included in the original Eastpark Crossing P.U.D. approved in 1999.

B. Elevation and Topography

The topography of the Property is moderately flat. The drainage as it currently exists is primarily from the east to the southwest.

C. Drainage

Detention ponds shall be constructed in phases as necessary. If conditions allow, temporary off-site detention may be acceptable if approved by the City of Norman.

D. Utility Services

All lots are to be served with public utilities. The majority of planned utilities have been installed in conjunction with Eastpark Crossing Section II.

E. Fire Protection Services

Fire Protection services shall be provided by the City of Norman Fire Department and by Owner as required by adopted codes.

F. Traffic Circulation and Access

The two streets which abut the P.U.D. on the east and south are fully improved four lane streets. Primary vehicular access to the site will be provided by way of two entrances on 12th Avenue NE and two entrances on Alameda St. A private driveway connecting to the northern entrance on 12th Avenue NE was constructed in conjunction with Eastpark Crossing Section II. Cross-access is planned with the existing driveways.

G. Open Space and Green Space

Open space areas are provided throughout the project. Trees and landscaping shall be planted to meet the current landscape ordinance, according to approved Landscaping/Site Development Plans for each lot.

H. Development Phasing

The site will be developed as follows:

No developmental phasing shall be required within this P.U.D.

Development of interior building/buildings may commence as market conditions dictate.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

It is the intent of the owner to develop a high quality commercial neighborhood shopping community to serve the people who live and work within an approximate three mile radius of this site. A restaurant is currently proposed for the eastern outparcel. The remainder of the development has no definite contracted occupant and shall be constructed as market conditions dictate.

This development shall meet the requirements of the C-2 zoning ordinance, with the stipulation that no auto sales or auto service station shall be allowed. Drive-through lanes to service the parcels shall be permitted.

IV. OVERALL DESIGN STATEMENT

The entire Property shall be designed and developed to present a harmonious physical appearance. Agreements shall be adopted which may allow joint use of all parking areas and shared access to all entry drives. An agreement shall insure the maintenance of all landscaping, parking, driveways, common drainage, and detention areas.

A. Timing of the Development

The developer has no time constraints to commence any phase for this proposed development following approval of this proposed zoning change. Any outparcel can be occupied prior to the interior building being occupied. Likewise, the interior building may be occupied prior to any outparcel being occupied.

B. Description of the Proposed Improvements

- 1. The developer proposes to construct outparcel lots and an interior parcel containing a commercial center on the site. The permitted uses shall be those permitted in C-2 zoning, with the stipulation that no auto sales or auto service stations shall be allowed. Restaurants shall be permitted on any parcel and any lot within the development. Drive through lanes shall be permitted. The developer has the right to increase or decrease the sizes and locations of buildings within the remaining property, subject to limitations of City of Norman ordinances. The Preliminary Site Development Plan attached as Exhibit B is conceptual and may be amended, however the buildings sizes shall not be increased to the extent that proper City parking requirements cannot be met.
- 2. Building type shall be a combination of exterior materials of glass, brick, stone, masonry, stucco, and/or EFIS walls with low slope or pitched roofs. If concrete block is used, it shall be covered with stucco, EFIS, or other finish, or painted. Smooth faced concrete masonry unit (CMU), except as accent to approved finish material, shall not be installed on any commercial façade.
- 3. Variances to the Section 431.4 Exterior Appearance 80% masonry requirements shall be permitted in this PUD. Buildings constructed of 50% masonry and 50% architectural metal shall be permitted.
- 4. Restaurants may be developed according to the corporate store model requirements. Variances to the Section 431.4 Exterior Appearance regulations will be permitted in order to meet corporate store model requirements, as noted in Number 3 above.

C. Parking

The parking ratios shall meet City of Norman ordinances. Joint use of all parking areas and shared access to all entry drives between all lots may be permitted. Each lot in this PUD must have the required code amount of parking within its lot for its uses.

D. Landscaping

Landscaping shall be provided in conformity to City of Norman ordinances in effect at the time of development. The landscaping of each lot shall be maintained by the individual lot owner.

E. Traffic Circulation

This proposed development shall comply with the traffic circulation guidelines of the City of Norman with regard to parking space sizes and circulation lanes. Cross access agreements may be incorporated to provide ingress and egress between all lots. An executed Reciprocal Road Easement is attached as Exhibit C.

Two (2) access driveways on Alameda Street and two (2) access driveways on 12th Avenue NE have already been constructed in conjunction with the earlier Eastpark Crossing development. No new driveways onto 12th Avenue NE or Alameda Street will be constructed. Internal drives in this PUD may connect to the existing driveways and existing lots abutting the southern and eastern boundary of the PUD per Exhibit C.

F. Fire Protection

Internal fire safety equipment which meets City of Norman Fire Department and City Ordinances shall be provided.

G. Dumpsters

Dumpsters shall be screened meeting City Standards. Dumpster screening shall be constructed of materials which are architecturally compatible with the buildings they serve. Dumpsters shall be provided and maintained in a manner to satisfy local health and sanitary regulations.

H. Signage

All signage shall be in compliance with the City of Norman Sign Code. Design and colors must be approved by the developer, consistent with Norman Ordinances. Signs may be lit and landscaped with appropriate vegetation and planter boxes designed so as not to interfere with traffic sight lines.

I. Lighting

All exterior lighting shall be installed in conformance with the City of Norman Zoning Ordinance in effect at the time of development.



EXHIBIT "A" LEGAL DESCRIPTION

A tract of land located in the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows:

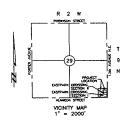
Commencing at the Southeast Corner of said Southeast Quarter (SE/4), thence South 89°22'33" West along the south line of said Southeast Quarter (SE/4) for a distance of 659.75 feet; thence North 00°02'28" East a distance of 50.00 feet to a point on the North right-of-way line of Alameda Street and to the Point of Beginning; thence North 00°02'28" East a distance of 610.01 feet; thence North 89°23'44" East a distance of 609.10 feet to a point on the West right-of-way line of 12th Avenue NE; thence along said West line for the following two calls, South 00°00'55" East a distance of 268.47 feet; thence South 03°48'26" West a distance of 24.62 feet; thence South 89°59'05" West a distance of 247.93 feet; thence South 00°00'55" East a distance of 12.30 feet to a point on a curve to the left, said curve having a radius of 96.33 feet, a central angle of 33°19'19", a chord bearing of South 16°40'34" East, and a chord distance of 55.24 feet; thence along the arc of said curve a distance of 56.03 feet; thence South 33°20'14" East a distance of 73.92 feet; thence South 89°23'44" West a distance of 271.62 feet; thence South 00°36'16" East a distance of 191.91 feet to a point on said North line; thence along said North line South 89°22'33" West a distance of 146.88 feet to the Point of Beginning. Said tract contains 253,656 square feet or 5.8231 acres more or less.

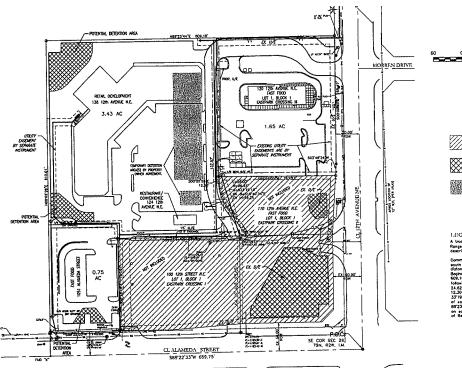
EXHIBIT "B"

EASTPARK CROSSING NORTH PUD

PROPOSED PRELIMINARY SITE DEVELOPMENT PLAN

A PART OF THE SOUTHEAST QUARTER (SE/4), SECTION 29, T 9 N, R 2 W, LM., NORMAN, CLEVELAND COUNTY, OKLAHOMA





HATCH KEY

EXISTING DEVELOPMENT, (NOT INCLUDED)



DETENTION AREAS. (EXISTING & POTENTIAL)



TEMPORARY DETENTION AREAS

GALDESCRIPTION

A Uract of land located in the Southeast Quarter (SE/4) of Section Twenty-mine (29). Township Noise (9) North, Range Teo (2) West of the Indian Meridian, Marman, Cleveland County, Oldohama, being more particularly described as tellows:

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OWNER/DEVELOPER
XII STREET COMMONS, INC.
813 S.W. 113TH STREET
OKLAHOMA CITY, OKLAHOMA 73170
CONTACT PERSON: DAVID A. SHARP
405-692-0521

EXHIBIT "B"
EASTPARK CROSSING TWO PUD
PROPOSED PRHIMINARY STITE DEVELOPMENT PLAN
PLAT BY HUTT-ZOLLARS, INC.
SELECTION FOR THE BEHAVIOR OF THE

RAMORS OF ACCUST 28, 200 MONT LOW F After recording, return to:

CHICAGO TITLE OKLAHOMA ATTN: ANDREA MCALISTER 210 Park Avenue, Suite 210 Oklahoma City, OK 73102 Doc#:R 2016 41948 BksPg:RB 5627 710-716 Tiled:12-16-2016

11:21:58 AM

MA EA

Cleveland County, OK

1/25

RECIPROCAL ROAD EASEMENT

THIS RECIPROCAL ROAD EASEMENT (the "Road Easement") is made and entered into on the 15th of December, 2016, by XII Street Commons, Inc., an Oklahoma Corporation ("Owner"), with reference to the following facts:

RECITALS

- A. The Owner is the owner of certain real property situated in the County of Cleveland, State of Oklahoma, and more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Property").
- B. On September 24, 1999, Owner's predecessor in interest recorded that certain Declaration of Easements, Covenants, Conditions and Restrictions ("ECC&R's") in Book 3102, Pages 1175-1999 of the records of the County Clerk of Cleveland County.
- C. The ECC&R's, among other things, provide for the dedication and maintenance of easements, within the boundaries of the Property, including the Road Easement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner, and subsequent as follows:

EASEMENT

- 1. Reciprocal Easement. Owner hereby grants a reciprocal easement over, in and through those parts of the Property all as more particularly described on Exhibit "B1" attached hereto the legal description of the Road Easement and Exhibit "B2" the drawing of the Road Easement.
- 2. <u>Description</u>. The Road Easement is a non-exclusive easement. The Road Easement granted herein is perpetual and is for the use and benefit of the Owner of the Property, and its successors and assigns, and its respective guests, licensees and invitees ("Permittees").

- 3. <u>Scope and Purpose.</u> The Road Easement granted herein is an easement to provide, ingress, egress and access purposes including, without limitation, the following:
 - a. Vehicular and pedestrian access over and across the Property for ingress, egress and access to the Property, including but not limited to, any and all subdivided Lots or Sections now or hereafter existing.
 - b. The right of the Owner, and all future owners of the Property, and any subdivided Lot or Section therein and their respective successors and assigns, and their respective contractors or other agents, to construct, install, use, maintain, alter, add to, repair, remove, replace, reinstall and reconstruct electrical, water, sanitary sewer, natural gas, telephone, drainage connections, cable television or any other type of utility line, cable pipeline, conduit or other transmission medium, and any and all other improvements reasonably related to utility purposes ("Utility Improvements") in, over, under, through and across the Road Easement. The scope of the Road Easement shall be interpreted in a broad manner for the purpose of allowing all activity consistent with use of the Road Easement for roads, utility, ingress, egress and access purposes.
- Reasonable Use. Any entrance upon or movement across the Road Easement by 4. any person whose rights arise under this Easement shall be conducted such that it does not damage the Road Easement or any improvements thereon, or unreasonably interfere with the rights of free use and enjoyment of the Road Easement by other persons whose rights arise hereunder, or otherwise unreasonably increase the burden on the Road Easement. Any person damaging the Road Easement shall repair and/or replace any damage they may cause to the Road Easement. Any person found to be in violation of this paragraph shall be liable to the owner(s) of the various Lots or Sections within the Property for any and all damages at law or in equity associated with or arising under such violation. In addition, no future Lot or Section owner or such owner's successors, assigns, or Permittee's shall make any use of the Road Easement in a manner which shall unreasonably interfere with any other owner's free use and enjoyment of the Road Easement. Activities reasonably related to the development and sale of any portion of the Property shall not be deemed an unreasonable interference so long as said activities do not unreasonably interfere with the free use and enjoyment of the Road Easement.
- 5. <u>Term.</u> The Easement granted hereunder, shall be deemed effective for all purposes as of the date first set forth above, and shall continue in perpetuity.
- 6. <u>Maintenance of Road Easement</u>. This Road Easement shall be utilized and maintained in accordance with the terms and provisions set forth herein and as set forth in the ECC&R's, including but not limited to, Section 3.3, EXCEPT notwithstanding anything to the contrary within the provisions of the ECC&R's and Section 3.3, all expenses for the maintenance and repair of the Road Easement shall be shared pro-rata between all owners of Lots or Sections within the Property according to their respective ownership percentage.

- 7. Severability of Provisions. In the event any portion of this Road Easement shall be declared by any court of competent jurisdiction (or any referee or judge pro tem appointed as set forth above) to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Road Easement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Road Easement. Unless otherwise defined herein, all words and phrases with their initial letter capitalized shall be afforded the meaning given in the ECC&R's.
- 8. Governing Law and Interpretation. This Road Easement shall be governed by and interpreted under and in accordance with the laws of the State of Oklahoma without regard for any conflicts of laws provisions thereof. This Road Easement shall be interpreted as though fully negotiated and drafted by Owner. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Easement.
- 9. <u>Entire Easement.</u> This Road Easement together with the ECC&R's, all of which are incorporated herein by reference, constitutes the entire Road Easement between the parties relating to the easement, maintenance rights and duties. Any amendment to this Road Easement shall be of no force and effect unless it is in writing and signed by the parties hereto.
- 10. <u>Binding Nature of Easement.</u> This Road Easement shall be binding on and shall inure to the benefit of the Owner, and its successors, and assigns.

IN WITNESS WHEREOF, the party hereto has executed this Reciprocal Road Easement as of the date first set forth above.

XII STREET COMMONS, INC.,

an Oklahoma corporation

By:

Wame: David A. Sharp

Vice President

STATE OF OKLAHOMA)	
COUNTY OF CHEVELAND)	SS

Before me, a Notary Public in and for said County and State, on this day of December, 2016, personally appeared MULA. SYMP, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above

etssion Expires:

Commission No.:

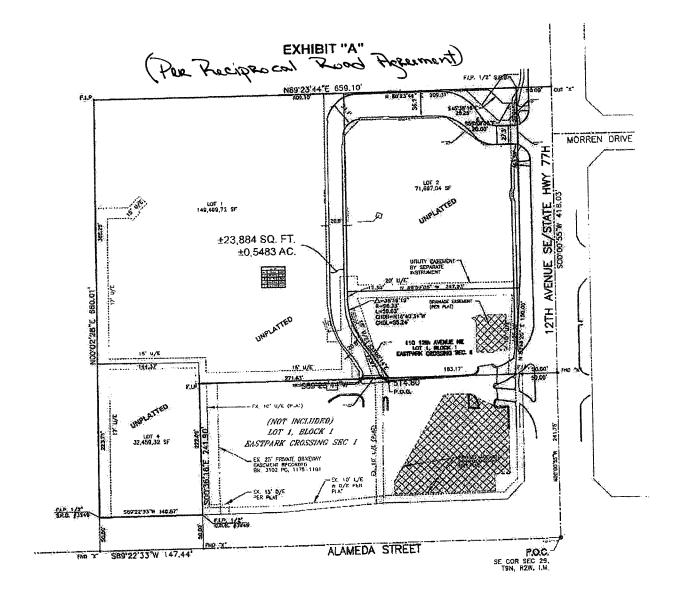


EXHIBIT "B-1"

LEGAL DESCRIPTION

East Park Crossing Section II Cross Access Easement

May 27, 2016

A tract of land being a part of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Nine (9) North, Range Two (2) West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE North 00°05'24" East, along and with the East line of said Southeast Quarter (SE/4), a distance of 241.75 feet;

THENCE South 89°23'44" West, departing said East line, a distance of 60.00 feet to the Northeast (NE) corner of Block One (1) in EASTPARK CROSSING SECTION 1, recorded in Book 18 of Plats, Page 95;

THENCE along and with the North line of said Block One (1) the following two (2) calls:

- 1. South 89°23'44" West, a distance of 182.94 feet to the POINT OF BEGINNING;
- 2. South 89°23'44" West, a distance of 42.02 feet;

THENCE North 00°36'16" West, departing said North line, a distance of 10.00 feet;

THENCE North 33°14'01" West, a distance of 43.24 feet;

THENCE on a curve to the right having a radius of 126.33 feet, a chord bearing of North 16°34′18" West, a chord length of 72.45 feet and an arc length of 73.48 feet;

THENCE North 00°05'24" East, a distance of 300.55 feet;

THENCE North 89°30'03" East, a distance of 204.06 feet;

THENCE South 45°29'57" East, a distance of 65.60 feet;

THENCE South 89°54'36" East, a distance of 28.70 feet to a point on the West right-of-way line of 12th Avenue NE:

THENCE South 00°05'24" West, along and with said West right-of-way line, a distance of 35.00 feet;

THENCE North 89°54'36" West, departing said West right-of-way line, a distance of 49.63 feet;

THENCE North 53°22'39" West, a distance of 68.21 feet;

THENCE South 89°30'03" West, a distance of 125.17 feet;

THENCE South 44°47'44" West, a distance of 28.43 feet;

THENCE South 00°05'24" West, a distance of 240.86 feet;

THENCE on a curve to the left having a radius of 96.33 feet, a chord bearing of South 16°34'18" East, a chord length of 55.24 feet and an arc length of 56.03 feet;

THENCE South 33°14'01" East, a distance of 74.32 feet to the POINT OF BEGINNING.

Containing 23,884 square feet or 0.5483 acres, more or less.

Basis of Bearing: The East line of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Nine North (T9N), Range Two West (R2W) having an assumed bearing of North 00°05′24" East.

H:\3577\3577001\Working File\EXHIBIT B-1 12-13-16 Legal.docx Prepared by Johnson & Associates, Inc. (Robert Hume, P.L.S. 1531)

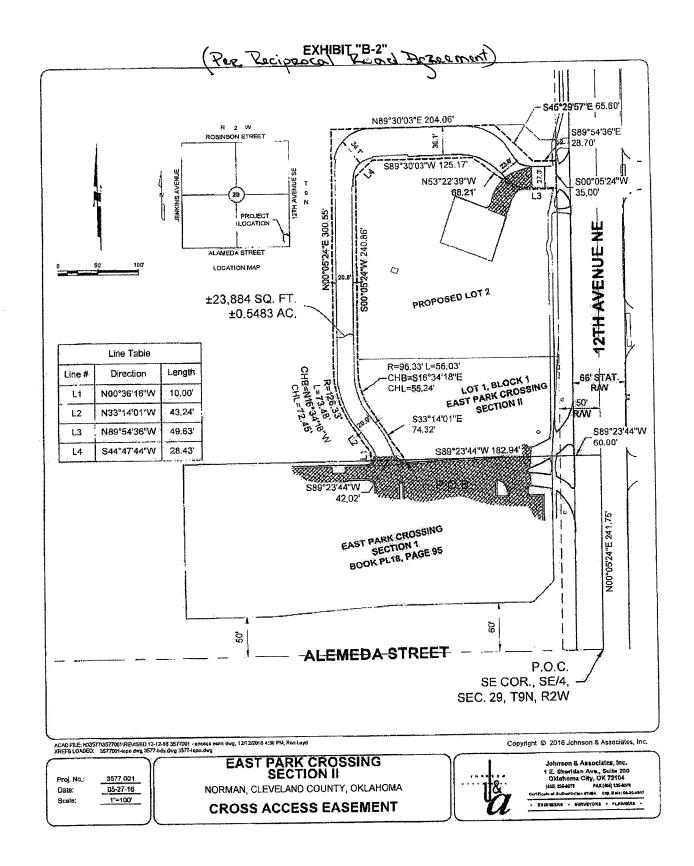


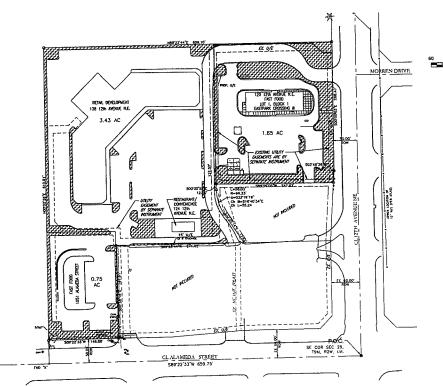
EXHIBIT "D"

EASTPARK CROSSING NORTH PUD

OPEN SPACE PLAN

A PART OF THE SOUTHEAST QUARTER (SE/4), SECTION 29, T 9 N, R 2 W, I.M., NORMAN, CLEVELAND COUNTY, OKLAHOMA





HATCH KEY

10% OF PROPOSED DEVELOPMENT TO BE
DEDICATED "GREEN SPACE".

(14% GREEN SPACE SHOWN ON THIS PLAN)

Scale 1" = 60"

LEGAL DESCRIPTION

A tract of land located in the Southeast Quarter (SE/4) of Section Teenly-mine (29), Teenship Nine (9) North Ronge Teo (2) West of the Indian Meridian, Norman, Cleveland County, Oliohama, being more particularly described as Indians:

OWNER/DEVELOPER
XII STREET COMMONS, INC.
613 S.W. 113TE STREET
OKLAHOMA CITY. OKLAHOMA 73170
CONTACT PERSON: DAVID A. SHARP
403-692-0521

ENJANT "D"

EASTPARK CROSSING TWO PUD

OPEN SPACE PLAN

PLAT BY: HUTT-CALLARS, NG

CLIMP ESTA GAMP

STUP: FEMAL GAMP

ST

DETENTION TO BE PLANNED AT TIME OF DESIGN DEVELOPMENT,
TEMPORARY PONDS MAY BE APPROVED BY CITY OF NORMAN,

