

**TULSA METROPOLITAN AREA PLANNING COMMISSION**

175 East 2nd St, Suite 480 - Tulsa, OK 74103 - (918) 596-7526 - tulsaplanning.org

Submit applications to [planning@cityoftulsa.org](mailto:planning@cityoftulsa.org)

**SUBDIVISION PLAT**                       **MINOR SUBDIVISION PLAT**

**APPLICATION INFORMATION**

RECEIVED BY: AC DATE FILED: 1/6/2026 PLAT NAME: Air Guard Substation

SUBDIVISION PLAT SCHEDULE		REFERENCE CASES	
TECHNICAL ADVISORY COMMITTEE (TAC):	<u>1/22/2026</u>	ZONING/PUD/CO CASE:	
		TMAPC DATE:	
TMAPC:	<u>2/4/2026</u>	BOA CASE:	
		BOA DATE:	

**SUBJECT PROPERTY INFORMATION**

ADDRESS OR DESCRIPTIVE LOCATION: 4950 N. Mingo Rd, Tulsa, OK, 74117 TRACT SIZE: 3.78 ± acres

LEGAL DESCRIPTION: PRT LT 2 BEG SECR LT TH W209 N485.89 E209 S485.86 POB BLK 1

PRESENT USE: Vacant PRESENT ZONING: IL T-R-S: \_\_\_\_\_ COUNCIL DISTRICT: 3  
 WATER SUPPLY: City of Tulsa SANITARY SEWER: City of Tulsa  
 ELECTRIC: \_\_\_\_\_ GAS: \_\_\_\_\_ PHONE: \_\_\_\_\_ TV: \_\_\_\_\_ SCHOOL DISTRICT: Tulsa

**INFORMATION ABOUT YOUR PROPOSAL**

PROPOSED USE: Electrical Substation

PROPOSED ZONING: IL LOTS PROPOSED: 1 BLOCKS PROPOSED: 1

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Juan Ludwig</u>	NAME <u>Leigh Anne Strahler (President, Public Service Company of Oklahoma)</u>
ADDRESS <u>100 NE Loop 410, Ste. 300</u>	ADDRESS <u>212 E. 6th St.</u>
CITY, ST, ZIP <u>San Antonio, TX 78216</u>	CITY, ST, ZIP <u>Tulsa OK, 74119</u>
DAYTIME PHONE <u>(210) 581-1111</u>	DAYTIME PHONE <u>(918) 599-2266</u>
EMAIL <u>juan.ludwig@cdsmuery.com</u>	EMAIL <u>lastrahler@aep.com</u>

**I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.**

SIGNATURE & DATE: *Juan Ludwig* 12/23/25

DOES OWNER CONSENT TO THIS APPLICATION  YES  NO

WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Engineering Consultant

APPLICATION FEES (Make checks payable to City of Tulsa)		PRELIMINARY PLAT DISPOSITION
PRELIMINARY PLAT FEE:	\$1,200	TMAPC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED
FINAL PLAT FEE:	\$950 (Includes 1 Revision, Additional Revisions + \$200)	DATE/VOTE:
MINOR PLAT FEE:	\$1,000	CONDITIONS:
TOTAL AMOUNT DUE:	\$	
RECEIPT NUMBER:		

Application fees in whole or part will not be refunded after notification has been given.

**SUBMITTAL REQUIREMENTS:**

Checklists for all submittals are available at [tulsaplanning.org](http://tulsaplanning.org).

**Preliminary Plats** – Application, Checklist, PDF of Plat, Deed of Dedication, and Conceptual Improvement Plan

**Draft Final Plats** – PDF of Draft Final Plat, Deed of Dedication and Data Control Sheet

**Final Plats for Signatures** – Minimum of 1 rolled full-size copies, fully executed by owner, surveyor, and engineer.

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## SUBDIVISION PRE-APPLICATION REVIEW

### PROJECT INFORMATION

Subdivision Location: 4950 N. Mingo Rd.  
Acreage: 3.78 AC Number of Lots: 2 Project Name: Air Guard Substation  
Owner of Property: American Electric Power (AEP)  
Person Requesting Review: Juan A. Ludwig Date: 12/23/25

### COMPREHENSIVE PLAN STATUS

LAND USE DESIGNATION: Limited Industrial (IL)

The property  CONFORMS  DOES NOT CONFORM to the Major Street and Highway Plan.

### ZONING AND PLATTING

The property is currently zoned The Air Guard parcels are currently zoned Limited Industrial (IL).  
The proposed use of Elect. Substation  WOULD or  WOULD NOT conform to the zoning district classification.  
Minimum lot size required: No minimum area is required per Tulsa Zoning Code 15.030-A  
Is the property located within an approved development plan?  YES  NO  
If yes, does the project conform to all development standards?  YES  NO  
Is there a Rezoning or Board of Adjustment case pending on the site?  YES  NO Case number: \_\_\_\_\_  
When are the anticipated TMAPC and City Council, or Board of Adjustment meeting dates? 1/22/26 - TAC MTG.

### INFRASTRUCTURE NEEDS

A brief summary of major infrastructure to be provided and by whom:

Streets No street improvements are required for this electrical substation development.  
Water This electrical substation development is non-habitable and therefore will not require any water utilities.  
Sewer This electrical substation development is non-habitable and therefore will not require any SSWR utilities.  
Storm Water/Drainage On-site detention is currently being coordinated w/ the City of Tulsa Engineering Department.  
Park and Trail Dedications N/A

### Please consider the items in this Pre-Application Review carefully.

This conceptual pre-development review is not intended to be all-inclusive, but rather to address the major development criteria, which should be thoroughly studied as development plans progress. Relevant Federal and State Statutes, as well as TMAPC Subdivision Regulations, Design Criteria, Zoning Codes, and other relevant local codes and policies should be reviewed and incorporated into future plans.

Contact the Tulsa Planning Office if you have questions about the development process in the City Tulsa:  
918-596-5726, [planning@cityoftulsa.org](mailto:planning@cityoftulsa.org).

**From:** [Juan Ludwig](#)  
**To:** [Chapman, Austin](#)  
**Cc:** [Alfredo Carmona](#)  
**Subject:** Re: [External Mail] Preliminary Plat Application - Air Guard Substation  
**Date:** Tuesday, January 6, 2026 4:25:51 PM  
**Attachments:** [image001.png](#)

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Good afternoon.

Properties will be combined via the plat process.

Proposed construction will be an AEP electrical substation, which is a non-habitable development. SSWR installaion is not required and therefore not included as part of this project.

Thanks,  
Juan Ludwig  
Sent from my iPhone

On Jan 6, 2026, at 4:00 PM, Chapman, Austin <[achapman@cityoftulsa.org](mailto:achapman@cityoftulsa.org)> wrote:

You don't often get email from [achapman@cityoftulsa.org](mailto:achapman@cityoftulsa.org). [Learn why this is important](#)

Good afternoon,

Attached is your receipt.

Technical Advisory Committee: 1/22/2025 at 1:30. It is located inside the 4<sup>th</sup> floor of City Hall or you will be able to join through Microsoft teams the link will be posted with the agenda a week before here:

<https://tulsaplanning.org/boards-commissions/planning-commission/tac-agenda/>

Planning Commission Hearing: 2/04/2025 at 1:00 pm located on the 2<sup>nd</sup> floor of City Hall.

I do have a couple of questions:

There are 2 properties identified on the plat are you planning to combine those into a single property?

Are you planning on bring sewer to the site?

Best,

**Austin Chapman, AICP**  
**Senior Planner**  
**Planning and Neighborhoods: Planning Office**

175 E. 2nd Street, Suite 480

Tulsa, OK 74103

T: 918-596-7597

E: [achapman@cityoftulsa.org](mailto:achapman@cityoftulsa.org)

[www.tulsaplanning.org](http://www.tulsaplanning.org)

<image001.png>

Please note the fees for Tulsa Planning Office applications are increasing on January 14<sup>th</sup>, 2025. Please see link below for more information:

<https://tulsaplanning.org/apply/>

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**From:** Alfredo Carmona <alfredo.carmona@cdsmuery.com>  
**Sent:** Monday, January 5, 2026 9:51 AM  
**To:** Tulsa Planning Office <Planning@cityoftulsa.org>  
**Cc:** Juan Ludwig <juan.ludwig@cdsmuery.com>  
**Subject:** [External Mail] Preliminary Plat Application - Air Guard Substation

Good morning,

See attached for the preliminary plat application and related documents for the proposed Air Guard Substation located at 4950 N. Mingo Rd, Tulsa, OK, 74117. The check for preliminary plat fee will be mailed to the City of Tulsa Planning Department office today. If any additional information is required, please let me know.

Thank you,

**Alfredo Carmona** | *E.I.T.*

<image002.jpg>

100 NE Loop 410, Ste. 300 | San Antonio, TX 78216

TBPE No. F-1733 | TBPLS No. 100495-00

O: (210) 581-1111 | [www.CDSMuery.com](http://www.CDSMuery.com)

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<Air Guard Substation Receipt.pdf>

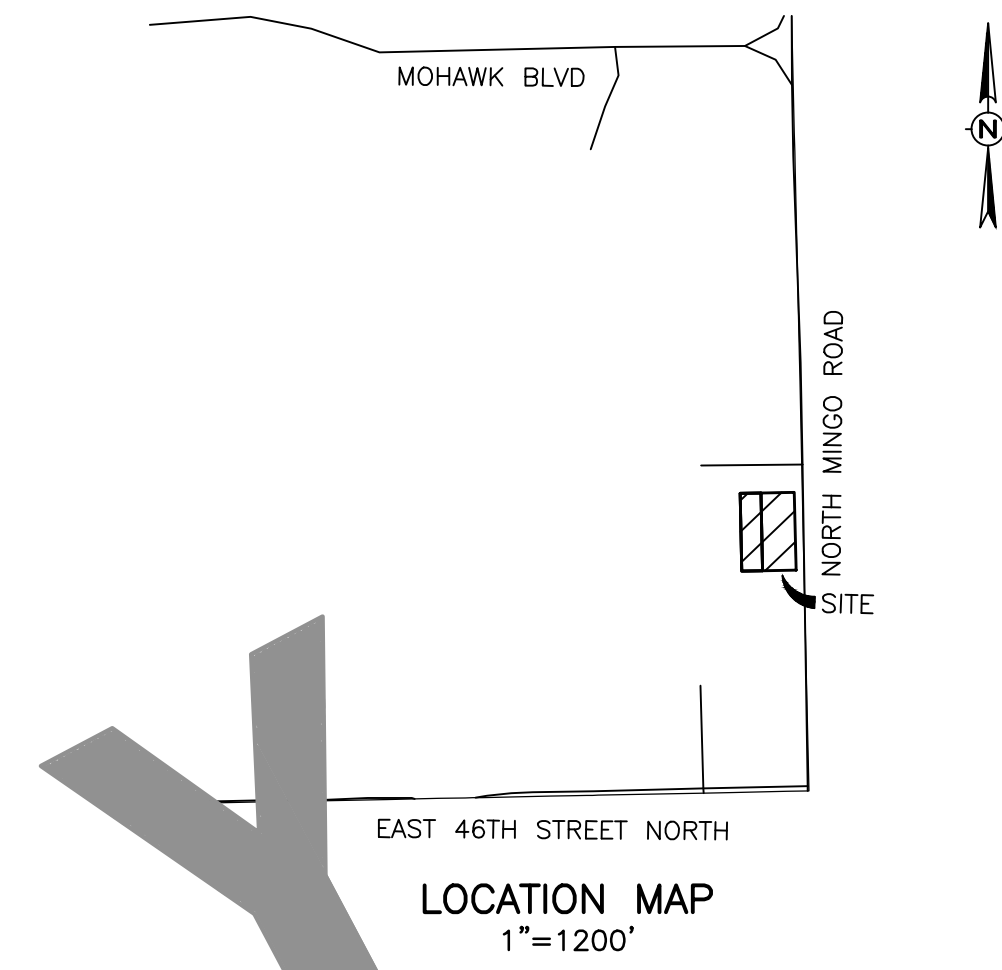
# AIR GUARD SUBSTATION

DON EATON ADDITION, LOT TWO (2), BLOCK ONE (1) - 2.33-AC  
 TULSA AIRPORTS IMPROVEMENT TRUST, AN OKLAHOMA PUBLIC TRUST RECORDED NOVEMBER 6, 2002 IN BK. 6864 PG. 10  
 A TRACT OF LAND THAT IS PART OF LOT TWO (2), BLOCK ONE (1), DON EATON ADDITION, A SUBDIVISION IN THE CITY AND  
 COUNTY OF TULSA, STATE OF OKLAHOMA

DON EATON ADDITION, LOT TWO (2), BLOCK ONE (1) - 1.45-AC  
 A TRACT OF LAND LYING IN AND BEING A PART OF LOT TWO (2), BLOCK ONE (1), DON EATON ADDITION, A SUBDIVISION IN  
 THE CITY AND COUNTY OF TULSA, STATE OF OKLAHOMA

OWNER:  
**AEP OKLAHOMA TRANSMISSION COMPANY, INC.**  
 1 RIVERSIDE PLAZA, 16th FLOOR  
 COLUMBUS, OHIO 43215  
 CONTACT: P. TODD IRELAND

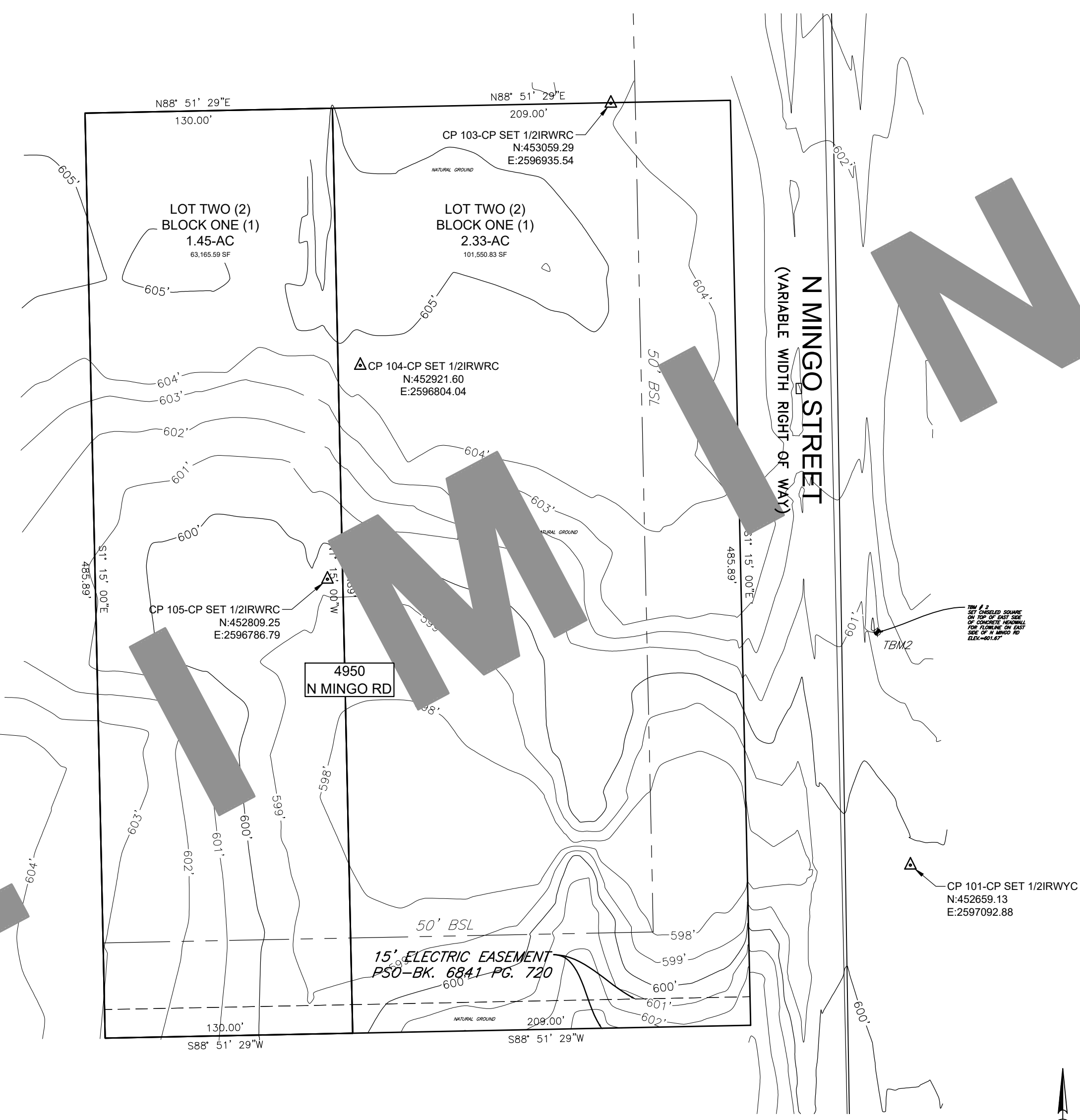
ENGINEER/SURVEYOR:  
**CDS Muery**  
 CERTIFICATE OF AUTHORIZATION NO. 5272 EXP. JUNE 30, 2022  
 100 N.E. LOOP 410, SUITE 300  
 SAN ANTONIO, TEXAS 78216  
 PHONE: (210) 581-1111  
 EMAIL: JAROD.CAIN@CDSMUERY.COM  
 CONTACT: JAROD CAIN, P.E.



SUBDIVISION STATICS	
SUBDIVISION CONTAINS 1 LOT IN GOVERNMENT LOT 1	BLOCK AREA: 2.33 ACRES (101,551 SF)
SUBDIVISION CONTAINS 1 LOT IN GOVERNMENT LOT 1	BLOCK AREA: 1.45 ACRES (63,186 SF)

FINAL PLAT ENDORSEMENT OF APPROVAL	
TULSA METROPOLITAN AREA PLANNING COMMISSION	
APPROVAL DATE: _____	_____ TAMPC/INCOG
	_____ CITY ENGINEER
COUNCIL OF THE CITY OF TULSA, OKLAHOMA	
APPROVAL DATE: _____	_____ CHAIR
	_____ MAYOR
	_____ ATTEST: CITY CLERK
	_____ CITY ATTORNEY
THE APPROVAL OF THIS FINAL PLAT WILL EXPIRE ONE YEAR FROM THE DATE OF CITY COUNCIL APPROVAL IF NOT FILED IN THE OFFICE OF THE COUNTY CLERK BEFORE THAT DATE.	

CONTACTS	
<b>MUNICIPAL AUTHORITY</b>	
CITY OF TULSA 175 EAST 2ND STREET, SUITE 600 TULSA, OK 74103	
<b>UTILITY CONTACTS</b>	
OKLAHOMA NATURAL GAS COMPANY 2319 W. EDISON ST. TULSA, OK 74127 918-834-8000	PUBLIC SERVICE COMPANY OF OKLAHOMA 212 E. 6th ST. TULSA, OK 74119 1-888-216-3523
AT&T 5303 E. 71st STREET TULSA, OK 74136 918-596-6422	COX COMMUNICATIONS 11811 EAST 54th STREET TULSA, OK 74145 918-286-4658



**LEGEND**

---	SECTION LINE
---	PROPERTY LINE
---	EASEMENT LINE
---	ACRE(S)
---	D.R.W.C.O. DEED RECORDS OF WAGONER COUNTY, OKLAHOMA
●	P.O.C. POINT OF COMMENCEMENT
■	BLK BLOCK
■	NCB NEW CITY BLOCK
---	BSL BUILDING SETBACK LINE
---	ESMT EASEMENT
---	LNA LIMITS OF NO ACCESS
---	ACC ACCESS
○	EXISTING CONTOURS
●	FOUND ALUMINUM CAP STAMPED "COA 4216"
△	UNMONUMENTED POINT

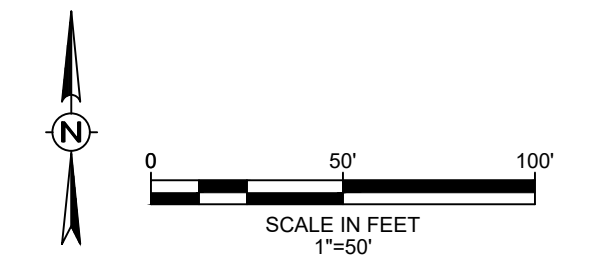
**BENCHMARK**  
 1/2" IRON ROD SET WITH RED CAP STAMPED "CDS MUERY CONTROL" LOCATED +12' NORTH OF NORTHERN MOST PROPERTY LINE AND +116' WEST NORTHWEST FROM THE NORTHEASTERN MOST PROPERTY CORNER OF THE PROPERTY. ELEVATION=632.28 (NAVD 88)

**BASIS OF BEARING**  
 HORIZONTAL DATUM IS BASED ON OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE(3501), NAD83(2011) DATUM. VERTICAL DATUM IS BASED ON NAVD88.  
 BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 88°33'37" EAST AS THE NORTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER.  
 ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES TO CONVERT TO SURFACE DISTANCES USE COMBINED SCALE FACTOR OF 1.00008028854658.

**LAND AREA**  
 3.780 ACRES(GRID) / 164,657 SF

**CERTIFICATE OF SURVEY**  
 THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA BOARD OF LICENSURE FOR PROFESSIONAL ENGINEER AND LAND SURVEYORS. DATE OF LAST VISIT 11-04-2021

**ADDRESS**  
 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 DESCRIPTION.



**FLOODPLAIN**  
 THIS PROPERTY DOES NOT LIE WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP FOR THE COUNTY OF WAGONER, OKLAHOMA, COMMUNITY PANEL NUMBER 40145C0020J EFFECTIVE SEPTEMBER 30, 2016

# AIR GUARD SUBSTATION

DON EATON ADDITION, LOT TWO (2), BLOCK ONE (1) - 2.33-AC  
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A TRACT OF LAND THAT IS PART OF LOT TWO (2), BLOCK ONE (1), DON EATON ADDITION, A SUBDIVISION IN THE CITY AND  
COUNTY OF TULSA, STATE OF OKLAHOMA

DON EATON ADDITION, LOT TWO (2), BLOCK ONE (1) - 1.45-AC  
A TRACT OF LAND LYING IN AND BEING A PART OF LOT TWO (2), BLOCK ONE (1), DON EATON ADDITION, A SUBDIVISION IN  
THE CITY AND COUNTY OF TULSA, STATE OF OKLAHOMA

## DEED OF DEDICATION

### AIR GUARD SUBSTATION

KNOW ALL BY THESE PRESENTS:

AEP OKLAHOMA TRANSMISSION COMPANY, INC., AN OKLAHOMA CORPORATION IS THE OWNER OF THE PROPERTY AS DEPICTED ON THE ATTACHED PLAT AND IS HERINAFTER REFERRED TO AS THE "OWNER", SAID PROPERTY BEING MORE COMPLETELY DESCRIBED AS FOLLOW, TO-WIT:

DON EATON ADDITION, LOT TWO (2), BLOCK ONE (1) - 2.33-AC

TULSA AIRPORTS IMPROVEMENT TRUST, AN OKLAHOMA PUBLIC TRUST RECORDED NOVEMBER 6, 2022 IN BK. 6864 PG. 10.

A TRACT OF LAND THAT IS PART OF LOT TWO (2), BLOCK ONE (1), DON EATON ADDITION, A SUBDIVISION IN THE CITY AND COUNTY OF TULSA, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT TWO (2); THENCE NORTH 89°45'46" WEST ALONG THE SOUTHERLY LINE OF SAID LOT TWO (2) FOR 209.00 FEET; THENCE NORTH 00°08'15" EAST FOR 485.89 FEET; THENCE SOUTH 89°45'16" EAST FOR 209.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT TWO (2); THENCE SOUTH 00°08'15" WEST ALONG EASTERLY LINE FOR 485.89 FEET TO THE POINT OF BEGINNING.

DON EATON ADDITION, LOT TWO (2), BLOCK ONE (1) - 1.45-AC

A TRACT OF LAND LYING IN AND BEING A PART OF LOT TWO (2), BLOCK ONE (1), DONE EATON ADDITION, A SUBDIVISION IN THE CITY AND COUNTY OF TULSA, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLOT THEREOF.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89°45'16" WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 209.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°45'16" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 130.00 FEET; THENCE NORTH 00°08'15" EAST A DISTANCE OF 485.89 FEET; THENCE SOUTH 89°45'16" EAST A DISTANCE OF 130.00 FEET; THENCE SOUTH 00°08'15" WEST A DISTANCE OF 485.89 FEET TO THE POINT OF BEGINNING. CONTAINING 1.45 ACRES MORE OR LESS.

THE INTENT ABOVE DESCRIBED PROPERTY IS TO BE THE SAME PROPERTY DESCRIBED IN WARRANTY DEED BOOK 6864, PAGE 10.

THIS PROPERTY DESCRIPTION WAS PREPARED ON JANUARY 3, 2022, BY KENNETH E. HAUK, PROFESSIONAL LAND SURVEYOR NO. 1300.

THE OWNER HAS CAUSED THE ABOVE-DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED INTO ONE (1) LOT AND ONE (1) BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "AIR GUARD SUBSTATION", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "AIR GUARD SUBSTATION" OR THE "SUBDIVISION")

## SECTION I. PUBLIC UTILITIES

### A. PUBLIC UTILITY EASEMENTS

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

### B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORMS SEWERS LOCATED ON THE OWNER'S LOT.

2. WITHIN UTILITY EASEMENTS AND DRAINAGE EASEMENTS, DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGEMENT OF THE CITY OF TULSA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENT AND/OR CONTRACTORS.

4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESSED TO ALL UTILITY EASEMENTS AND DRAINAGE 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 PORTIONS OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

### C. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

### D. UTILITY SERVICE

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

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

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THE 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.

4. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC TELEPHONE CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR THE LOT OWNER'S AGENTS OR CONTRACTORS.

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

### E. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE 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.

2. 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.

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

### F. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 11 STREET SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "L.N.A." ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, OR AS OTHERWISE PROVIDED THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA.

### G. SURFACE DRAINAGE

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

### H. SIDEWALKS

TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS AND CITY OF TULSA ORDINANCES REQUIRE CONSTRUCTION OF SIDEWALKS UNLESS THE CITY HAS AUTHORIZED PAYMENT OF A FEE IN LIEU OF THE REQUIRED CONSTRUCTION. THE CITY HAS AUTHORIZED THE PAYMENT OF A FEE IN LIEU OF CONSTRUCTING A SIDEWALK ALONG THE EAST 11TH STREET FRONTAGE OF THE SUBDIVISION, AND THE FEE SHALL BE PAID PRIOR TO TMAPC APPROVAL OF THE SUBDIVISION PLAT. SHOULD A SIDEWALK SUBSEQUENTLY BE CONSTRUCTED, CONSTRUCTION MUST BE IN CONFORMANCE WITH CITY OF TULSA ENGINEERING DESIGN STANDARDS, AND THE SIDEWALK MUST BE MAINTAINED BY THE OWNER OF THE LOT.

### I. CERTIFICATE OF OCCUPANCY RESTRICTIONS

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

### J. DRAINAGE EASEMENT

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION AND FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING STORM SEWERS, AND ANY APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE DRAINAGE EASEMENTS FOR THE USES AND PURPOSES STATED.

2. DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA, PROVIDED THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY.

4. THE ABOVE GROUND AREA OF ANY DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT IS LOCATED, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA. IN THE EVENT THE LOT OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE GRADE THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

### K. STORMWATER DETENTION EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION.

2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN STORMWATER DETENTION EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
  - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
  - THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
  - CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
5. LANDSCAPING, APPROVED BY THE CITY OF TULSA, OKLAHOMA, SHALL BE ALLOWED WITHIN THE DETENTION EASEMENTS.
6. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, OR THE ALTERATION OF GRADE WITHIN A DETENTION EASEMENT, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY IN THE SUBDIVISION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

## SECTION II. ENFORCEMENT, DURATION, AMENDMENT, AND SERVERABILITY

### A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION I. PUBLIC UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTION I SHALL INJURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY, THE CITY OF TULSA, OKLAHOMA. IF ANY JUDICIAL ACTION IS BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED IN THIS DEED OF DEDICATION THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

### B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT FOR 25 YEARS AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS EACH, UNLESS TERMINATED OR AMENDED AS HERINAFTER PROVIDED.

### C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME WHETHER BEFORE OR AFTER THE PERIOD(S) SPECIFIED IN SUBSECTION B., BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LOT TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF TULSA, OKLAHOMA.

### 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: "THE OWNER" HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025

AEP OKLAHOMA TRANSMISSION COMPANY, INC.,  
AN OKLAHOMA CORPORATION

BY: \_\_\_\_\_  
P. TODD IRELAND  
ITS ATTORNEY IN FACT

STATE OF OKLAHOMA )  
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BY  
P. TODD IRELAND, AS ATTORNEY IN FACT FOR AEP OKLAHOMA TRANSMISSION COMPANY.

\_\_\_\_\_  
NOTARY PUBLIC

COMMISSION NUMBER : \_\_\_\_\_

EXPIRES: \_\_\_\_\_

### CERTIFICATE OF SURVEY

I, KENNETH E. HAUK, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED, AND PLATTED THE ABOVE TRACT DESIGNATED AS "AIR GUARD SUBSTATION", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

I FURTHER CERTIFY THAT THIS SURVEY WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

### CONTROL NOTES:

- ALL HORIZONTAL COORDINATE VALUES SHOWN ARE U.S. SURVEY FEET.
- ALL CONTROL POINTS ARE BASED ON INITIAL CONTROL CP100. CONTROL POINT PERRY CORS ARP (OKPR), TULSA CORS ARP (OKTU) AND TECUMSEH CORS ARP (OKTE) AS BASIS FOR BASE HORIZONTAL CONTROL POINT TULSA CORS ARP (OKTU) TO BE USED A BASIS OF BEARING.
- ALL BEARINGS ARE NAD83(2011) EPOCH:2010 SPC OKNNAVD88 OPUS/G12A AS DETERMINED BY NGS ONLINE POSITIONING USER SERVICE (OPUS). ALL DISTANCES ARE GRID WITH A SURFACE ADJUSTMENT FACTOR OF 1.00009 ( SURFACE-GRID X 1.00008) AS DETERMINED BY OPUS AND ADJUSTED BY FIELD MEASUREMENTS TO GROUND DISTANCES IN U.S. SURVEY FEET. ALL FIELD MEASUREMENTS AND ANGLES APPLIED TO CONTROL POINTS WERE MADE WITH A TRIMBLE R-10 WITH STATIC AND FAST STATIC POSITION PERFORMANCE OF HORIZONTAL 3MM+0.5 PPM RMS AND VERTICLE 5MM+0.5 PPM RMS.
- ALL CONTROL POINTS WERE SET AND OBSERVED ON APRIL 6, 2021 AND ADJUSTED TO FINAL COORDINATES ON APRIL 7, 2021.

I, KENNETH E. HAUK, FURTHER CERTIFY THAT THIS PROJECT WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THIS GROUND SURVEY WAS PERFORMED AT THE 95 PERCENT CONFIDENCE LEVEL TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS; THAT THIS SURVEY WAS PERFORMED TO MEET THE SPECIFICATIONS FOR TOPOGRAPHIC AND PLANIMETRIC MAPPING CONTAINED IN THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THE ORIGINAL DATA WAS OBTAINED ON APRIL 10, 2021; THAT THE SURVEY WAS COMPLETED ON APRIL 21, 2021; AND ALL COORDINATES ARE BASED ON NAD83 AND ADJUSTED TO (2011)EPOCH:2010 SPC OKN.

KENNETH E. HAUK, PROFESSIONAL LAND SURVEYOR #1300

STATE OF OKLAHOMA )  
COUNTY OF TULSA )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED KENNETH E. HAUK, TO KNOWN TO THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FORGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

\_\_\_\_\_  
NOTARY PUBLIC

COMMISSION NUMBER : \_\_\_\_\_

EXPIRES: \_\_\_\_\_

## AIR GUARD SUBSTATION

PREPARED: October 20, 2025

SHEET 2 OF 2

## OPTION FOR THE SALE AND PURCHASE OF REAL ESTATE

This Option for the Sale and Purchase of Real Estate (this "Option") is by and between Michael P. Eaton, an (un)married individual, whose mailing address is PO Box 1956, Owasso, Oklahoma 74055 ("Seller"), and Public Service Company of Oklahoma, an Oklahoma corporation, whose address is 1 Riverside Plaza, Columbus, Ohio 43215-2373 ("Buyer"). The parties hereby agree as follows:

1. Effective Date. The "Effective Date" of this Option shall be the last date this Option is signed by Buyer or Seller.

2. Property to be Conveyed. Seller hereby grants to Buyer the sole and exclusive right and option to purchase approximately 1.45 acres of land, situated in Tulsa County, Oklahoma, having Parcel No. 52225031200250, commonly known as 4950 N. Mingo Road, Tulsa, Oklahoma 74119 and more particularly described and/or depicted on Exhibit A, attached hereto and made a part hereof (the "Premises").

3. Purchase Price. The purchase price for the Premises shall be One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "Purchase Price"). The Purchase Price shall be payable in the following manner:

(a) Buyer shall pay Five Thousand and No/100 Dollars (\$5,000.00) within ten (10) business days following Buyer's execution of this Option, as earnest money (the "Deposit"), to be deposited with a title company that Buyer selects, to serve as escrow agent for this transaction ("Escrow Agent"), which shall be credited to the Purchase Price at Closing if Buyer purchases the Premises.

Except as expressly provided in this Option, Five Hundred and No/100 Dollars (\$500.00) of the Deposit shall be a nonrefundable option fee (the "Option Fee"); provided, however, that should Buyer elect to purchase the Premises, the Option Fee shall also be credited to the Purchase Price at Closing.

(b) Buyer shall pay the balance of the Purchase Price by check or wire transfer upon delivery of the Deed at Closing.

4. Duration of Option. The Option term shall begin as of the Effective Date of this Option and shall continue in effect thereafter for an initial term of six months (the "Initial Option Term"). Buyer shall have the right to extend the term of this Option for an additional six months (the "Extended Option Term") upon written notice provided to Seller on or before the expiration of the Initial Option Term and by depositing with the Escrow Agent the sum of Five Thousand and no/100 Dollars (\$5,000.00). If made, this additional deposit shall be part of the "Deposit" and shall be credited to the Purchase Price at Closing. The Initial Option Term and Extended Option Term are sometimes herein collectively referred to as the "Option Term."

5. Due Diligence Review. Buyer and its agents shall have the right to enter the Premises at reasonable times to survey and inspect the Premises, as Buyer may deem necessary or advisable to determine the suitability of the Premises for Buyer's intended purposes. During the Option Term, Buyer shall be entitled to conduct the following:

(a) Title Examination. Buyer shall be responsible for selecting the Escrow Agent, conducting and paying for any examination of the title to the Premises, as Buyer deems appropriate.

i. Upon execution of this Option, Seller agrees to provide Buyer with copies of any existing abstracts of title, title commitments, or title insurance policies Seller may have relating to the Premises. **If the Premises is subject to a Mortgage, Deed of Trust, Lease or Easement for the generation of solar or wind energy, Seller shall advise Buyer of the encumbrance and cooperate in obtaining a Release or Partial Release of the Premises from the Mortgage, Deed of Trust, Lease or Easement.**

ii. If Buyer determines that title to the Premises is not marketable or it contains encumbrances which are not acceptable to Buyer, then Buyer shall notify Seller within the Option Term specifying the title issue(s) to which Buyer objects.

iii. If Buyer gives Seller such notice of objections, then Seller shall have a period of sixty (60) days to correct such issue(s) to Buyer's satisfaction.

iv. In the event Seller fails or refuses to correct such issue(s) to Buyer's satisfaction, Buyer, in its sole discretion, may terminate this Option. In the event Buyer elects to terminate this Option, Buyer shall be entitled to receive a prompt refund of the Deposit.

v. If Buyer fails to notify Seller within the Option Term of any objections to title, then Buyer shall be deemed to have waived any objections and to accept title to the Premises.

(b) Environmental, Surveys & Tests. During the Option Term, Buyer and Buyer's agents shall have the right to enter upon the Premises to make and conduct such environmental assessments, site surveys, inspections and other engineering and environmental tests on the Premises as Buyer deems necessary, including without limitation, the right to make land and topographical surveys, core drillings, soil and water tests, engineering tests, and communications studies.

i. The cost of such assessments, surveys, inspections and tests shall be borne solely by Buyer.

ii. Buyer agrees to indemnify and hold Seller harmless from any and all loss, liability, claims and expense (including reasonable attorney's fees) arising out of the acts of Buyer or its designees on the Premises, except for matters relating to any pre-existing condition on the Premises.

iii. If Buyer, in its sole discretion, determines that the Premises are not suited to use for Buyer's purposes, then Buyer may terminate this Option. In the event Buyer elects to terminate this Option, Buyer shall be entitled to receive a prompt refund of the Deposit.

iv. If Buyer does not purchase the Premises, Buyer shall, at its election, either repair any physical damage caused by such surveys and tests, or pay to Seller the amount of said damage.

(c) Governmental Approvals. In the event Buyer determines that it must secure a zoning change or other governmental or regulatory approval to use the Premises for Buyer's intended purpose, Seller agrees to cooperate with Buyer in obtaining such approval, as required.

- i. Buyer will prepare, at Buyer's expense, any required governmental application for Seller's signature, if required. Buyer will submit the application to the applicable authority and pay any submittal or application fees.
- ii. Seller agrees to attend, with Buyer, if requested, any hearings related to the application/request.
- iii. In the event the governmental application process is not completed to Buyer's satisfaction prior to Closing, the closing on the Premises will be extended for a reasonable period of time until application for the Premises is approved.
- iv. In the event Buyer cannot obtain a required approval of the Premises in a timely manner, or on terms that are reasonably acceptable to Buyer, Buyer may, in its sole discretion, elect to terminate this Option, and Buyer shall be entitled to a prompt refund of the Deposit.

6. Default. If this Option is terminated or canceled pursuant to Paragraph 5, Due Diligence Review, or Paragraph 13, Risk of Loss, hereof this transaction shall be null and void, and the Deposit shall be refunded promptly and all parties shall be relieved from any further obligation hereunder. If Buyer fails to exercise or close for any reason other than those provided for under Paragraph 5 or 13 hereof, then Seller shall be entitled to retain the Deposit. If this Option is terminated by Buyer, for any reason, Buyer shall forfeit the Option Fee, and Seller shall accept the Option Fee as liquidated damages, thereby releasing both parties from any further obligation under this Option. Seller and Buyer have made this provision for liquidated damages because it would be difficult to calculate the amount of actual damages for such default and Seller and Buyer agree that said amount represents reasonable compensation to Seller for such default.

7. Exercise of Option. On or before the expiration of the Option Term, Buyer shall exercise this Option by (i) providing written notice to Seller or (ii) instructing the Escrow Agent to contact Seller to schedule the Closing, in either case using the information provided in Paragraph 19, Notice hereof.

8. Conveyance. Good and marketable title to the Premises shall be conveyed by Seller to Buyer at closing by General Warranty Deed (the "Deed"), in fee simple, free and clear and unencumbered, subject only to such easements, conditions, and restrictions of record as of the date this Option is executed as may be reasonably acceptable to Buyer; zoning and other governmental regulations, restrictions; and non-delinquent real estate taxes and assessments. Seller agrees to execute customary closing affidavits and documents and provide all necessary information as required by the Escrow Agent for the closing of this transaction and that will enable the Escrow Agent to delete the standard exceptions to title from the Title Commitment.

9. Closing. The date for delivery of the Deed and the closing of this transaction shall be tentatively set within thirty (30) days from the date of exercise of this Option by Buyer; or at such other date as may be agreed upon in writing by the parties (the "Closing"). The Closing shall be held at a place mutually agreeable to the parties.

10. Possession. Seller shall deliver possession and occupancy of the Premises to Buyer at Closing; provided however, the parties intend to enter into a Right of Entry Agreement on mutually agreeable

terms to allow Buyer to undertake certain activities on the Premises, including grading and clearing prior to Closing.

11. Taxes, Assessments and Closing Costs. Seller shall pay or credit to the Purchase Price all delinquent taxes, including penalties and interest, and all assessments and liens on the Premises or Seller, on or before Closing. Seller shall also be responsible for all unpaid real estate taxes not yet due for years prior to Closing and a portion of such taxes for year of Closing prorated through date of Closing. Such Taxes shall be based on a 365 day year and, if undetermined, on most recently available tax rate and valuation. Buyer will be responsible for a title commitment, title insurance, environmental assessment and survey costs as set forth in Paragraph 5 above, and all other closing costs shall be split as is customary for the state where the Premises is located. Buyer will prepare the Deed at its expense. Buyer will not be responsible for payment of Seller's attorney's fees, if any.

12. Environmental. Seller represents to Buyer that, to the best of Seller's knowledge, information and belief that: (a) the Premises does not contain, and at no time has contained, any underground storage tanks; (b) no hazardous substances have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in, or located on the Premises in violation of any environmental laws, nor has any activity been undertaken on the Premises that would cause or contribute to the Premises becoming a treatment, storage or disposal facility within the meaning of any environmental law; (c) no part of the Premises is presently being used, nor at any time in the past has been used as a dump or other waste disposal site or for the purpose of holding or storing hazardous substances; and (d) there are no hazardous wastes or deposits stored or buried thereon or therein. Buyer acknowledges that Buyer will conduct or has conducted its own inspection of the Premises and is relying solely upon such inspection to determine the condition of the Premises. The Premises shall be delivered at Closing in substantially the same condition as it was as of the Effective Date of this Option.

13. Risk of Loss. Risk of loss to the Premises from fire or other casualty (to the extent the Premises is not vacant land) or from condemnation shall be borne by Seller until the Closing. If the Premises is damaged or destroyed by fire or other casualty and not repaired and restored by Seller to as good as condition as it was prior to such casualty (to the extent the Premises is not vacant land), or if a portion of the Premises are taken through condemnation proceedings or are transferred voluntarily in lieu thereof, Buyer may cancel this Option, or notify Seller that Buyer will elect to proceed to purchase the Premises if Seller and Buyer can agree upon an acceptable adjustment of the Purchase Price to reflect the damage incurred.

14. Escrow. Buyer and Seller hereby agree that:

(a) The terms contained in Paragraph 6, Default of this Option shall govern the actions of the Escrow Agent and the disposition of the funds held in escrow.

(b) The Escrow Agent shall incur no liability whatsoever in connection with its good faith performance hereunder. Escrow Agent shall be liable only for loss or damage caused directly by its acts of negligence or intentional misconduct.

(c) In the event of any disagreement or dispute between the parties as to the terms of escrow, the Escrow Agent may refuse to comply with said instructions and/or claims until: (i) the dispute has



21. Authority. The parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Option according to its terms.

22. Confidentiality. For a period of twenty-four (24) months after the Effective Date of this Option, Buyer and Seller agree that this Option and its contents, including the amount of the Purchase Price, shall remain confidential and shall not be disclosed to any third party, without the prior written consent of the other party, except to (i) attorneys, accountants, financial advisors, tax professionals and/or other representatives retained by and working for party who have a legitimate need to know such information; (ii) a federal, state, or local governmental taxing or regulatory authority having jurisdiction; (iii) a party's management, officers, Board of Directors or affiliated companies; and/or (iv) as required by law or court order.

IN WITNESS WHEREOF, this Option has been executed by the parties hereto as of the dates written below, to be effective as of the Effective Date.

**Seller**

By: \_\_\_\_\_  
Michael P. Eaton, an unmarried individual

Date: \_\_\_\_\_

**Buyer**

Public Service Company of Oklahoma,  
an Oklahoma corporation

By: \_\_\_\_\_  
Leigh Anne Strahler  
President

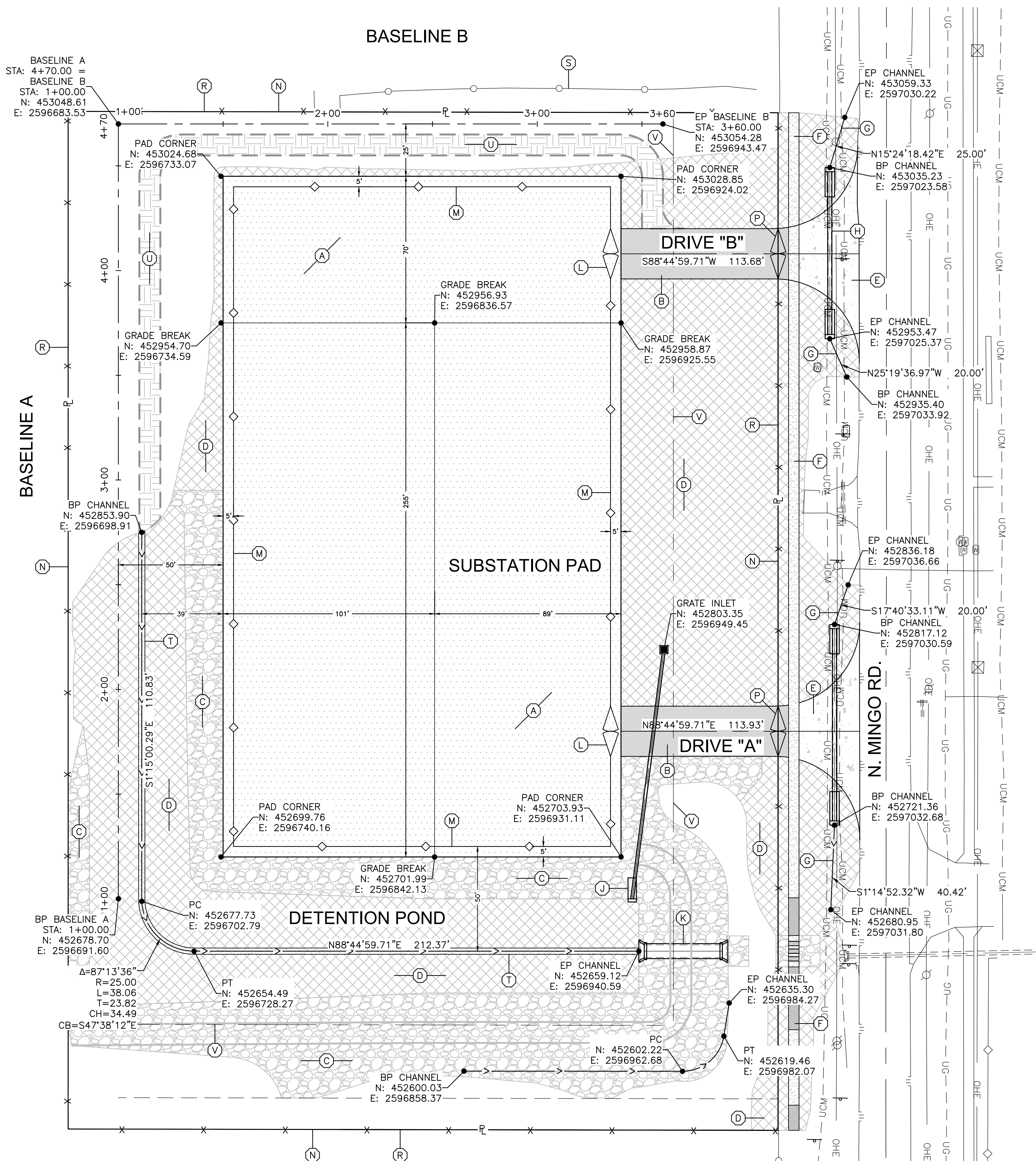
Date: \_\_\_\_\_

## **Exhibit A**

### Description and/or Depiction of the Premises

A tract of land lying in and being a part of Lot Two (2), Block One (1), Don Eaton Addition, a Subdivision in the City and County of Tulsa, State of Oklahoma, according to the recorded plat thereof, said tract of land being described as follows:

Commencing at the Southeast corner of said Lot 2; Thence North 89°45'16" West, along the South line of said Lot 2, a distance of 209.00 feet to the point of beginning; Thence continuing North 89°45'16" West, along said South line, a distance of 130.00 feet; Thence North 00°08'15" East a distance of 485.89 feet; Thence South 89°45'16" East a distance of 130.00 feet; Thence South 00°08'15" West a distance of 485.89 feet to the point of beginning. Containing 1.45 acres, more or less.



### KEYNOTES

- (A) SUBSTATION PAD (6" AGGREGATE BASE)
- (B) 9" AGGREGATE BASE W/ GEOGRID
- (C) 8" ROCK RUBBLE RIP-RAP
- (D) FLEXIBLE GROWTH MEDIUM
- (E) 7" REINFORCED CONCRETE (SEE SHEETS S09 & S16A)
- (F) CONCRETE SIDEWALK (SEE SHEET S09)
- (G) CHANNEL - "V" BOTTOM (SEE SHEET S05)
- (H) 1 - 18" R.C.P. CULVERT W/ HEADWALL (SEE SHEET S10-S11)
- (J) 1 - 12" R.C.P. W/ HEADWALL (SEE SHEET S05 & S16)
- (K) POND OUTFALL STRUCTURE (SEE SHEET S15 & S16)
- (L) 2 - 12' STATION GATES (SEE SHEETS S18, S20, & S21)
- (M) STATION FENCE (SEE SHEETS S18, S20, & S21)
- (N) 5-STRAND PROPERTY FENCE (SEE SHEETS S18 & 1LPX001U SH B)
- (P) 2 - 12' PIPE GATE (SEE SHEETS S18 & 1LPX001U SH B)
- (R) AEP PROPERTY LINE
- (S) EXISTING WIRE FENCE
- (T) CONCRETE PILOT CHANNEL (SEE SHEET S15)
- (U) POROUS FLEXIBLE GRASS PAVEMENT (SEE SHEET S17)
- (V) 50' BUILDING SETBACK LINE

### LEGEND

- EXISTING PROPERTY LINE
- EXISTING BARB WIRE FENCE
- EXISTING WIRE FENCE
- EXISTING EDGE OF ASPHALT
- EXISTING DRIVE CENTERLINE
- EXISTING UNDERGROUND CABLE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING POWER POLE
- EXISTING GUY WIRE
- EXISTING SIGN
- EXISTING WATER METER
- PROPOSED PROPERTY FENCE (5 STRAND)
- PROPOSED STATION FENCE (CHAIN LINK)
- PROPOSED DRIVE CENTERLINE
- PROPOSED CHANNEL CENTERLINE
- DRIVEWAY W/ 9" AGGREGATE BASE & GEOGRID
- SUBSTATION PAD W/ 6" AGGREGATE BASE
- 8" ROCK RUBBLE RIP-RAP
- FLEXIBLE GROWTH MEDIUM



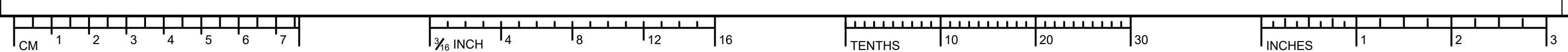
**CDS muery**  
ENGINEERS | SURVEYORS  
100 NE LOOP 410, STE. 300 | SAN ANTONIO, TX 78216 | (210) 581-1111  
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 5272 | EXPIRES: JUNE 30, 2026

IDP SHT # GE04

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<b>AIR GUARD SUBSTATION</b>			
TULSA COUNTY		OKLAHOMA	
<b>DIMENSIONAL CONTROL &amp; KEYNOTE PLAN</b>			
SCALE: SEE PLAN	DR: M. LEONHARD	ENG: J. CAIN	CH: J. CAIN
WO#: T10702801	APPD:	DATE:	
<b>AEP AMERICAN ELECTRIC POWER</b>	1 RIVERSIDE PLAZA COLUMBUS, OH 43215	DWG. NO. CU-SL01-S03	REV 2

NO	DATE	REVISION DESCRIPTION	DR	ENG	CK	ISSUE#	PROJECT#:
2	10/30/25	REVISED FOR IDP	MWL	JC	JC	2	
1	10/24/25	ADDED DETENTION POND	MWL	JC	JC	1	
		REVISION DESCRIPTION	DR	ENG	CK	ISSUE#	ATLAS PG: 174



# **TULSA METROPOLITAN AREA PLANNING COMMISSION**

175 E. 2nd Street Suite 480 - Tulsa, Oklahoma 74103 - (918) 596-7526

[tulsaplanning.org](http://tulsaplanning.org)

## **PRELIMINARY PLAT CHECKLIST**

- A. All preliminary plat submitted for approval shall be prepared by a Registered Professional Land Surveyor.
- B. Preliminary plats must be drawn to a scale of XXX with such accuracy as to determine the location of lot, block, property and boundary lines, utility and other facilities, to the nearest one-hundredth foot.
- C. Preliminary plats must show at least the following information:
  - 1. The name and address of the owner or owners of the land to be subdivided and the name, address, phone number, e-mail address and CA number (with renewal date) of the Registered Professional Land Surveyor and Professional Engineer if applicable;
  - 2. The date of preparation of the plat, north arrow and scale (written and graphic presentation);
  - 3. A one square mile key or location map with north arrow, scale, section, township, range, arterial streets, platted subdivision names and boundaries within the section, planned or existing expressways and railroads;
  - 4. An accurate legal description of the property with a reference from a section corner being labeled as Point of Commencement (POC), using bearings and distances, to a corner of the property being platted, labeled as the Point of Beginning (POB). For any dedicated right-of-way included in the legal description, by the current plat or any previous plat, a "LESS AND EXCEPT" clause/statement describing the part not belonging to the plat;
  - 5. Basis of bearing for the survey, clearly described and stated in degrees, minutes, and seconds;
  - 6. Size of the project and numbers of lots and blocks and reserves;
  - 7. The location and dimensions of all boundary lines of the proposed subdivision to the nearest one-hundredth foot;
  - 8. The names of all adjacent subdivisions and the names, locations, and widths of all existing and proposed streets, trails and sidewalk easements, utility easements, drainage ways, and other public ways on and adjacent to the property;
  - 9. The recording references and offers of dedication for all streets and easements located within or adjacent to the plat or utilized or impacted by the plat;
  - 10. The locations and widths of and the recording references for all oil, gas, and petroleum easements on or adjacent to the property;
  - 11. The location of every visible and known oil or gas well, and underground mine or spring, either existing, active or inactive, plugged, unplugged or abandoned and any planned future well sites as provided for in Section 410.2 of these regulations.
  - 12. Well locations as indicated by the records of the Oklahoma Corporation Commission and by such records as may be on file with the Planning Commission and other available records;
  - 13. The location and description of all existing drainage structures, water bodies and watercourses;
  - 14. The areas subject to flooding based upon FEMA and City of Tulsa regulatory floodway;
  - 15. The location and dimension of all proposed streets, drainage ways, pedestrian ways, trails and sidewalks, parks, playgrounds, public ways, or other public or private reservations;
  - 16. All proposed lots consecutively numbered, their dimensions, and building setback lines, and if the property is located in the City of Tulsa, street addresses shall be designated on each residential single-family lot;
  - 17. Blocks consecutively numbered with block length dimensions provided;
  - 18. A topographic map of the subdivided area with contour lines having contour specific intervals appropriate to provide a clear and accurate understanding of the natural topography based on reference National Geodetic and Vertical datum (see Subdivision Data Control Sheet, Appendix D), including off-site areas as required for comprehensive understanding of flow, grading and slope; and
  - 19. Any other information as may be deemed by the Planning Commission as reasonably necessary for the full and proper consideration of the proposed subdivision; and
  - 20. A legal survey closure form acceptable to City of Tulsa GIS Department in the Public Works Department;
  - 21. Limits of no access and access points

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## CONCEPTUAL IMPROVEMENTS PLAN CHECKLIST

- A. Conceptual plans for improvements must be prepared by a registered professional engineer.
- B. Conceptual improvements plans must include at least the following information:
1. The location and proposed width of each proposed street, sidewalk and pedestrian way;
  2. The location, size, dimensions and points of access as applicable for existing streets and utilities adjacent to the project boundary;
  3. The location, size and associated easements of existing and proposed sanitary sewers and the water distribution system, including points of connection to the existing system with flow line elevation;
  4. The proposed plans and specifications, if a privately owned water or sewage system is to be used;
  5. The results of soil percolation tests, if septic tank sewage systems are to be used;
  6. Topography of the subdivided area with contour lines having contour intervals appropriate to provide a clear and accurate understanding of the natural topography based on national geodetic and vertical datum (see subdivision control data sheet, appendix d), including off-site areas as required for comprehensive understanding of flow, grading and slope;
  7. A drainage plan indicating the location of existing and proposed storm sewers, location, of proposed open drainage ways, including points of access to the existing system with flow line elevations;
  8. The proposed location, size, depth, entrance and exit locations and method of access for maintenance of detention or retention facilities;
  9. The location and size of existing off-site sewer, water and storm drain improvements to be utilized by the project, including their points of connection with flow line elevations;
  10. The size and depth of proposed detention facilities with proposed entrance and exit locations and their flow line elevations;
  11. The location and size of all proposed off-site utility extensions; and
  12. The location size and name of all proposed off-site easements.

## FINAL CONSTRUCTION PLANS CHECKLIST

- A. Final plans for improvements must be prepared by a registered professional engineer and shall be submitted in accordance with the requirements and specifications of the department or agency having jurisdiction over the improvements.
- B. The final improvement plans must comply with adopted ordinances, resolutions, policies, procedures and regulations of the City and County of Tulsa and include at least the following:
1. Plans and profiles showing existing and proposed elevations along the centerlines of each proposed street, with existing and proposed grades;
  2. Typical sections of each proposed street, pedestrian way and sidewalk showing the type and width of pavement;
  3. Plans and profiles showing the location of existing and proposed sanitary sewers, with grade and sizes indicated and a backflow preventer table;
  4. Proposed plans and specifications, if a privately owned water or sewage system is to be used;
  5. Results of soil percolation tests, if septic tank sewage systems are to be used;
  6. Plans and profiles of any existing and proposed water distribution system, showing pipe sizes and the location of valves, fire hydrants; and other appurtenances; and
  7. Drainage plans showing all existing and proposed storm sewers, manholes, catch basins, retention or detention facilities, watercourses, culverts, and other drainage structures within the tract, or adjacent thereto, with pipe sizes, grades, water openings and appurtenances indicated. The drainage plan shall show the size of dedication easements, or reservations for all detention facilities and drainage ways and whether private or public maintenance is proposed. This plan shall provide design information, define the drainage area and provide a summary calculations sheet.

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## FINAL PLAT CHECKLIST

- A. The final plat shall be at the same scale as the preliminary plat and contain the information required as conditions of preliminary plat approval.
- B. Final Plats shall be prepared in accordance with minimum standards for Land Surveying per Statutes in Oklahoma with third-order survey accuracy for both vertical and horizontal survey datum.
- C. The final plat shall be on good grade paper in blue or black line ink with a marginal line around the entire sheet a minimum of one half (1/2) inch from the edge of the sheet, with no plat lines, lettering, signatures, and seals within the marginal area.
- D. The following information must be included on the final plat:
  1. Name of the subdivision;
  2. The name and address of the owner or owners of the land to be divided, the name and address of the subdivider if other than the owner, and the name and address of the land surveyor;
  3. The date of preparation of the plat, north arrow and scale (written and graphic presentation);
  4. A one square mile key or location map with north arrow, scale, section, township, range, arterial streets, platted subdivision names and boundaries within the section, planned or existing expressways and railroads;
  5. An accurate legal description of the property with a reference from a section corner being labeled as Point of Commencement (POC), using bearings and distances, to a corner of the property being platted, labeled as the Point of Beginning (POB). For any dedicated right-of-way included in the legal description, by the current plat or any previous plat, a "LESS AND EXCEPT" clause/statement describing the part not belonging to the plat;
  6. Square footage area of each lot and all reserves, the total acres and total number of lots of the subdivision;
  7. The names of all adjacent subdivisions and the names, locations, and widths of all existing and proposed streets, easements, drainage ways, trails and sidewalks, and other public ways, adjacent to the property;
  8. Boundary of the subdivided area, block boundary, street, and other right-of-way lines with distances, angles, and/or bearings, and where these lines follow a curve, the central angle, the radius, points of curvature, length of curve, and length of intermediate tangents shall be shown;
  9. The accurate dimensions of all property to be offered for dedication for public use, and all property reviewed for the common use of the property owners within the subdivision, with purpose indicated;
  10. The dimensions of all lots and lot lines, and the bearings of those lot lines not parallel or perpendicular to the street right-of-way line;
  11. All easements shall be denoted by fine dashed lines, clearly identified, and if already on record, the recorded reference of such easements; the width of the easement with sufficient ties to locate it precisely with respect to the subdivision must be shown;
  12. Easements located outside of the boundaries of the plat, required for plat approval;
  13. The deeds of dedication and any deed restrictions applicable to the subdivision shall be shown;
  14. The location of every oil or gas well, either existing active or inactive wells, plugged or unplugged abandoned wells, visible and known as shown by the records of the Oklahoma Corporation Commission and by such records as may be on file with the planning commission. The location of any planned future well sites in the unincorporated areas of the county;
  15. Blocks shall be consecutively numbered, and all lots within each block shall be consecutively numbered;
  16. The basis of bearings;
  17. The size, location, description and identification of all monuments to be set. The size, location and identification of all monuments found, found and accepted, retagged, recapped and replaced in making the survey shall be shown to assure the perpetuation or re-establishment of any point or line of the survey;
  18. Limits of no access and access points;
  19. Any other information as may be deemed by the planning commission as reasonably necessary for the full and proper consideration of the proposed subdivision.
20. The following certifications (required before final plat approval by the planning commission):
  - (a) Certification by the professional registered land surveyor as to the accuracy of the survey and of the plat, and that the monuments and benchmarks are accurate as to location shown.
  - (b) Certification by the registered professional engineer that the design of the required improvements will be in conformance with the standards, requirements, and provisions of the applicable agency or department and these regulations.
  - (c) Certification by the public works director or county engineer, whichever is applicable, that the subdivision plat conforms to their standards, specifications and regulations.
  - (d) Certification by the public works director or other appropriate authority that the subdivision conforms to all applicable regulations concerning public water supply and sanitary sewer facilities.

**SUPPLEMENTAL INFORMATION REQUIRED WITH FINAL PLAT**

The following supplemental information shall be submitted with the final plat:

1. Current certification by a bonded abstractor, attorney, or title insurance company of the last grantees of record owning the entire interest in the property being subdivided plus holders of mortgages and liens filed of record.
2. The consent of all owners of the subject property to the platting of the property.
3. Certificate of notice as to the platting of the property to the holders of mortgages and liens thereon.
4. Current certification from the corporation commission of the state of Oklahoma setting forth the status of oil and gas activity on said property.
5. When the subdivider has chosen to install improvements prior to the endorsement of the final plat, approval shall not be endorsed on the plat until after all conditions of the approval have been satisfied and all improvements satisfactorily completed. There shall be written evidence that the required improvements have been installed, and necessary dedications made, in a manner satisfactory to the appropriate local government as shown by a certificate signed by the public works director or county engineer and the appropriate local government attorney.
6. When the subdivider has chosen to guarantee construction of improvements, approval shall not be endorsed on the plat until after the agreement has been executed and delivered to the planning commission, and all conditions of the approval pertaining to the plat have been satisfied.