

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

SUBDIVISION PLAT

MINOR SUBDIVISION PLAT

APPLICATION INFORMATION

RECEIVED BY: NF DATE FILED: _____ PLAT NAME: Columbia Point

SUBDIVISION PLAT SCHEDULE		REFERENCE CASES	
PUBLIC AGENCY REVIEW:	3/7/2024	ZONING/PUD/CO CASE:	Z-7762
		TMAPC DATE:	3/20/2024
TMAPC:	3/20/2024	BOA CASE:	
		BOA DATE:	

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: 2685 E. 75th St. S. TRACT SIZE: 9.295 ± acres

LEGAL DESCRIPTION: See attached Exhibit "A"

PRESENT USE: S.F. Residential PRESENT ZONING: RS-1 T-R-S: 18N-13E-08 COUNCIL DISTRICT: 2


WATER SUPPLY: City of Tulsa SANITARY SEWER: City of Tulsa

ELECTRIC: AEP-PSO GAS: ONG PHONE: AT&T TV: Cox Communications SCHOOL DISTRICT: Jenks

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE: Plat existing homes onto separate lots, dedicate private street

PROPOSED ZONING: RS-1/ODP LOTS PROPOSED: 8 BLOCKS PROPOSED: 1

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Tanner Consulting, LLC</u>	NAME <u>Noah Corporation</u>
ADDRESS <u>5323 S. Lewis Ave.</u>	ADDRESS <u>7667 E. 46th Pl. S.</u>
CITY, ST, ZIP <u>Tulsa, OK 74105</u>	CITY, ST, ZIP <u>Tulsa, OK 74145</u>
DAYTIME PHONE (918) <u>745-9929</u>	DAYTIME PHONE (918) <u>664-7420</u>
EMAIL <u>eenyart@tannerbaitshop.com</u>	EMAIL <u>broach@broach.com</u>
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE:  <u>04/08/2024</u>	

DOES OWNER CONSENT TO THIS APPLICATION YES NO

WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Engineer/Surveyor/Planner

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:	\$900	DATE/VOTE:
MINOR PLAT FEE:	\$650	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.

Preliminary Plats – Application, Checklist, 4 folded full-size copies & PDF of plat, deed of dedication, and Conceptual Improvement Plan

Draft Final Plats – 4 folded full-size copies & PDF

Final Plats for Signatures – 8-10 rolled full-size copies, fully executed by owner, surveyor, and engineer

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

SUBDIVISION PRE-APPLICATION REVIEW

PROJECT INFORMATION

Subdivision Location: 2685 E. 75th St. S.

Acreage: 9.295 Number of Lots: 8 Project Name: Columbia Point

Owner of Property: Noah Corporation

Person Requesting Review: Tanner Consulting, LLC / Erik Enyart Date: 02/08/2024

COMPREHENSIVE PLAN STATUS

LAND USE DESIGNATION: Existing Neighborhood

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

ZONING AND PLATTING

The property is currently zoned RS-1

The proposed use of single-family residential WOULD or WOULD NOT conform to the zoning district classification.

Minimum lot size required: 13,500 square feet

Is the property is located within an approved development plan? YES NO (to be; appl. submitted simultaneously)

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: (to be assigned)

When are the anticipated TMAPC and City Council, or Board of Adjustment meeting dates? 03/20/2024 TMAPC

INFRASTRUCTURE NEEDS

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

Streets 75th St. S. and 74th St. S. are both existing; there is an existing cul-de-sac roadway which will be dedicated as a private street by this subdivision.

Water City of Tulsa; waterline extension proposed.

Sewer City of Tulsa; sewerline extension proposed.

Storm Water/Drainage Streets

Park and Trail Dedications None

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.

SUBDIVISION PLAT PROCESS

MEETING SCHEDULE

Public Agency Review (PAR) Date (*Preliminary plats*): Thursday, _____ 1:30 p.m.

Large Conference Room, 8th Floor, INCOG, 2 West 2nd Street

Tulsa Metropolitan Area Planning Commission (TMAPC) Date (*Preliminary plats*): Wednesday, _____ 1:30 p.m.

Tulsa City Council Room, 2nd Level, One Technology Center, 175 East 2nd Street

PRELIMINARY PLAT PROCESS

1. Applicant submits preliminary plat/covenants, conceptual improvements plan, completed application, and fees. Plat is scheduled for PAR meeting and TMAPC public hearing.
2. Staff distributes preliminary plat to PAR members for review.
3. Applicant, staff, and PAR members meet to review requirements for approval of preliminary plat.
4. TMAPC holds public hearing to consider approval of preliminary plat. Approval of a preliminary plat expires after one year.

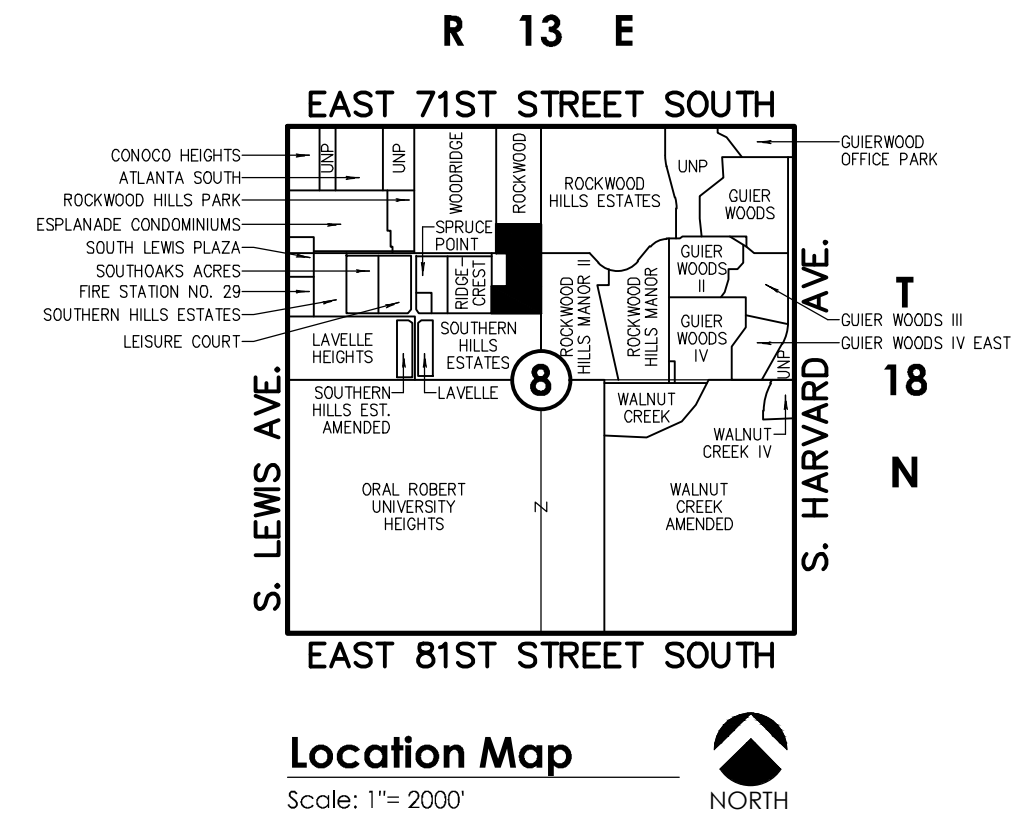
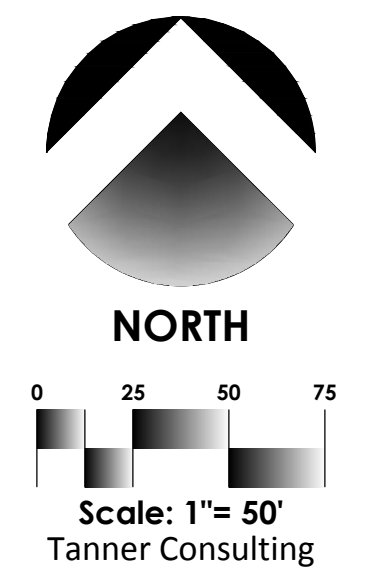
FINAL PLAT PROCESS

1. Applicant prepares "draft final" plat in accordance with all TMAPC and PAR requirements of preliminary plat approval. Staff will review and stamp "Draft Final" and digitally stamp "Draft Final" PDF submittal.
2. If revisions are made after the first "draft final" plat submittal, new plats shall be submitted and clearly identify all revisions on the face of the plat and in the covenants by either clouding or shading. There shall be a clear identifying mark (usually a small triangle) containing a revision number attached to each clouded or shaded item and a table of revision numbers and revision dates. In addition, a brief description of the nature of the revision should be included in the table.
3. Applicant distributes "draft final" for release as follows: 1 copy - TMAPC staff; 2 copies - Development Services; PDF – Utility Providers
4. Release letters are required from the following: City of Tulsa Development Services OR County Engineer, water and sanitary sewer service providers; City Legal Department (if property is within the city limits of Tulsa); electric, gas, telephone and TV utility service providers. Release letters shall indicate the latest revision date for which the plat is being released.
5. Revisions submitted subsequent to being released shall be reviewed and released again. TMAPC staff must have the latest final plat incorporating all of the revisions before placing on the agenda for approval by the Planning Commission.
6. Staff will schedule "draft final" plat for TMAPC approval after we receive all release letters and have confirmed that the release letters pertain to the latest revised version of the plat. Submittals required per Section 3.6.5 of the Subdivision Regulations must be received before the Final Plat is considered by TMAPC.
7. TMAPC considers approval of final plat.
8. Applicant submits final recordable documents with original notarized signatures to TMAPC staff.
9. Staff obtains signatures from TMAPC, City Attorney, City Engineering, Mayor and City Council.
10. Staff returns final signed documents to applicant for filing with the County Clerk. Final documents must be filed within one year of TMAPC final plat approval. One filed paper copy and the 2 required electronic discs are delivered to staff.

Preliminary Plat

Columbia Point

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH,
RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA



Location Map
Scale: 1"= 2000'

OWNER:
Noah Corporation
CONTACT: ROGER BROACH
7667 E. 46th Pl.
Tulsa, Oklahoma 74145
Phone: 918-625-1150

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2025
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

SUBDIVISION CONTAINS:
EIGHT (8) LOTS
IN ONE (1) BLOCK
WITH ONE (1) RESERVE AREA

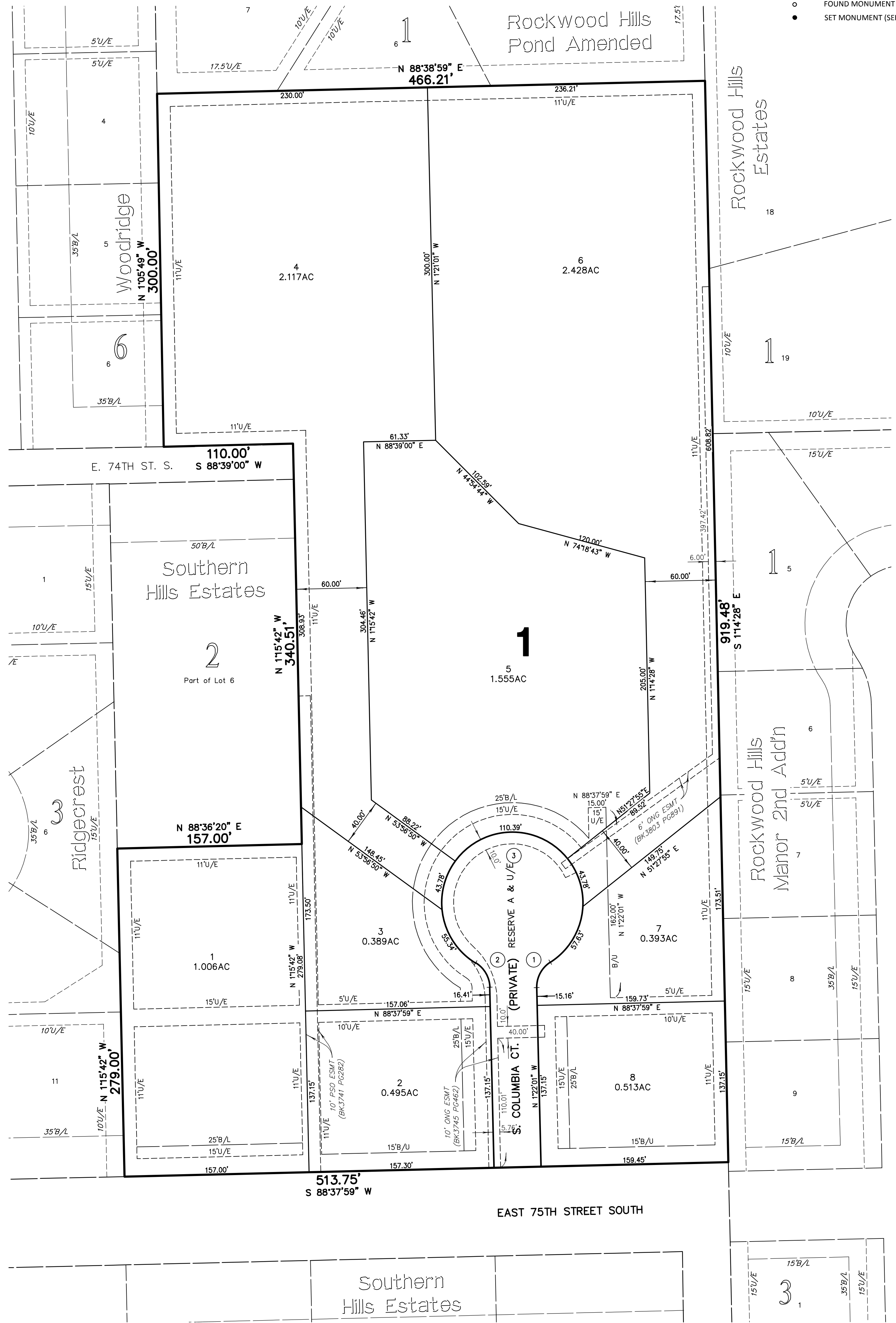
GROSS SUBDIVISION AREA: 9.295 ACRES

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
A	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED
o	FOUND MONUMENT
•	SET MONUMENT (SEE NOTE 2)

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF "ROCKWOOD HILLS MANOR 2ND ADDITION", A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 3141), THE BEARING BEING NORTH 1°14'28" WEST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF TULSA AND 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.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 75TH STREET SOUTH AND EAST 74TH STREET SOUTH, BOTH BEING PUBLIC STREETS.
- DATE OF LAST SURVEY VISIT: MONTH DAY, YEAR.



FINAL PLAT ENDORSEMENT OF APPROVAL	
Tulsa Metropolitan Area Planning Commission	Approval Date: _____
TMAPC/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.

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORDBRG(CB)	CHORDDIS(CD)
1	25.67'	25.00'	58°49'32"	N28°02'45"E	24.55'
2	24.97'	25.00'	57°14'10"	N29°59'06"W	23.95'
3	212.73'	60.00'	203°08'22"	N53°12'40"E	117.56'

Preliminary Plat

Columbia Point

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH,
RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

Deed of Dedication

KNOW ALL PERSONS BY THESE PRESENTS:

NOAH CORPORATION, AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF "SOUTHERN HILLS ESTATES", A RESUBDIVISION OF BLOCKS ONE (1), TWO (2), AND THREE (3) OF "LA-VELL HEIGHTS", A SUBDIVISION OF A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID "SOUTHERN HILLS ESTATES" BEING A SUBDIVISION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 1626); AND A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (E/2 NE/4 NW/4) OF SAID SECTION 8, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT SIX (6), BLOCK TWO (2) OF SAID "SOUTHERN HILLS ESTATES", THENCE NORTH 1°15'42" WEST AND ALONG THE WEST LINE OF SAID LOT 6, FOR A DISTANCE OF 279.00 FEET; THENCE NORTH 88°36'20" EAST FOR A DISTANCE OF 157.00 FEET TO A POINT ON THE WEST LINE OF LOT SEVEN (7) OF SAID BLOCK 2; THENCE NORTH 1°15'42" WEST AND ALONG THE WEST LINE OF SAID LOT 7, AND ITS EXTENSION, FOR A DISTANCE OF 340.51 FEET TO A POINT ON THE SOUTH LINE OF SAID E/2 NE/4 NW/4; THENCE SOUTH 88°39'00" WEST AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 110.00 FEET TO THE SOUTHEAST CORNER OF "WOODRIDGE", AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 3339); THENCE NORTH 1°05'49" WEST AND ALONG THE EAST LINE OF SAID "WOODRIDGE", FOR A DISTANCE OF 300.00 FEET TO THE SOUTHWEST CORNER OF "ROCKWOOD HILLS POND AMENDED", A RESUBDIVISION OF "ROCKWOOD HILLS POND" AND AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4736); THENCE NORTH 88°38'59" EAST AND ALONG THE SOUTH LINE OF SAID "ROCKWOOD HILLS POND AMENDED", FOR A DISTANCE OF 466.21 FEET TO A POINT ON THE WEST LINE OF "ROCKWOOD HILLS ESTATES", AN ADDITION TO THE COUNTY OF TULSA (NOW CITY OF TULSA, TULSA COUNTY), OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 2189); THENCE SOUTH 1°14'28" EAST AND ALONG THE WEST LINE OF SAID "ROCKWOOD HILLS ESTATES" AND ALONG THE WEST LINE OF SAID "ROCKWOOD HILLS ESTATES" AND ALONG THE WEST LINE OF "ROCKWOOD HILLS MANOR 2ND ADDITION", A SUBDIVISION IN TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 3141), FOR A DISTANCE OF 919.48 FEET TO THE NORTHEAST CORNER OF EAST 75TH STREET SOUTH AS PLATTED WITHIN "SOUTHERN HILLS ESTATES"; THENCE SOUTH 88°37'59" WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST 75TH STREET SOUTH, FOR A DISTANCE OF 513.75 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 404,872 SQUARE FEET OR 9.295 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF "ROCKWOOD HILLS MANOR 2ND ADDITION", A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 3141), THE BEARING BEING NORTH 1°14'28" WEST.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO EIGHT (8) LOTS IN ONE (1) BLOCK, AND ONE (1) RESERVE AREA AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "COLUMBIA POINT", A REPLAT OF PART OF "SOUTHERN HILLS ESTATES" (PLAT NO. 1626), A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "COLUMBIA POINT" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE; LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE). NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. UTILITIES AND EASEMENTS

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

A. UTILITY SERVICE:

1. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE 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 A STRUCTURE UPON THE LOT, PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. EACH SUPPLIER OF ELECTRIC, TELEPHONE, COMMUNICATION, AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

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

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

B. 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 THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

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

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE:

1. THE OWNER OF ANY LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED THE OWNER'S LOT OR RESERVE AREA.

2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTIGUOUS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF 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 MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER OF THE LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

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

D. SURFACE DRAINAGE:

EACH LOT AND RESERVE AREA SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OR RESERVE AREA 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 OR RESERVE AREA. THE COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS:

THE OWNER OF ANY LOT OR RESERVE AREA 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, OR ELECTRIC FACILITIES WITHIN THE UTILITY 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.

F. SIDEWALKS:

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS AND CITY OF TULSA ORDINANCES AND IN CONFORMANCE WITH THE CITY OF TULSA ENGINEERING DESIGN STANDARDS. PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT FOR THE BUILDING, THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT, AND THEREAFTER MAINTAIN, THE SIDEWALK WITHIN OR ALONG THE PUBLIC AND PRIVATE STREET RIGHTS-OF-WAY ADJACENT TO THE LOT. SIDEWALKS SHALL BE CONTINUOUS WITH ADJOINING SIDEWALKS.

G. 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 (WATER AND SANITARY SEWER) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. 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. 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.

SECTION II. RESERVE AREA A

A. RESERVE A; PRIVATE STREET

1. RESERVE A, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED BY GRANT OF THE OWNER AS A PRIVATE STREET FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS TWO (2) THROUGH EIGHT (8), INCLUSIVE, OF BLOCK ONE (1) WITHIN THE SUBDIVISION AND THEIR RESPECTIVE GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM SAID LOTS AND THE PUBLIC STREETS, AND SHALL BE LIMITED TO USE FOR A PRIVATE STREET AND SIDEWALKS, FOR PROVIDING DRAINAGE FACILITIES TO CONTROL STORMWATER RUNOFF, FOR UTILITIES, AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING, SIGNAGE, LANDSCAPING, IRRIGATION, AND LIGHTING, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION TO BE FORMED, PURSUANT TO SECTION IV. HEREOF, FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREET AND OTHER COMMON AREAS OF THE SUBDIVISION.

2. THE OWNER HEREBY GRANTS TO THE CITY OF TULSA, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE AND ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREET WITHIN RESERVE A AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE, FIRE, AND EMERGENCY MEDICAL VEHICLES AND EQUIPMENT.

3. THE OWNER, FOR ITSELF AND ITS SUCCESSORS, HEREBY COVENANTS WITH THE CITY OF TULSA, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, TO:

- MAINTAIN AND, AS FUTURE CIRCUMSTANCES REQUIRE, REPAIR OR RECONSTRUCT A STREET EXTENDING THE FULL LENGTH OF RESERVE A, AS DEPICTED ON THE ACCOMPANYING PLAT, MEETING OR EXCEEDING CITY OF TULSA DESIGN STANDARDS FOR A RESIDENTIAL PUBLIC STREET, WITH THE EXCEPTION OF RIGHT-OF-WAY WIDTH.

- PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET WITHIN RESERVE A, AS DEPICTED ON THE ACCOMPANYING PLAT, WHICH WOULD OBSTRUCT THE PASSAGE OF ANY GOVERNMENTAL OR EMERGENCY VEHICLE AND SPECIFICALLY ANY FIRE SUPPRESSION VEHICLE.

- SECURE INSPECTION BY THE CITY OF TULSA, OKLAHOMA, OF THE PRIVATE STREET AND SECURE CERTIFICATION BY THE CITY OF TULSA, OKLAHOMA, THAT THE PRIVATE STREET HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF TULSA, OKLAHOMA, DECLINES TO INSPECT THE PRIVATE STREET, CERTIFICATION SHALL BE SECURED FROM A LICENSED PROFESSIONAL ENGINEER THAT THE PRIVATE STREET WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE TULSA METROPOLITAN AREA PLANNING COMMISSION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

4. THE OWNER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE THAT THE CITY OF TULSA, OKLAHOMA, SHALL HAVE NO DUTY TO MAINTAIN THE PRIVATE STREET WITHIN THE SUBDIVISION, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF THE PRIVATE STREET WITHIN THE SUBDIVISION.

B. MAINTENANCE AND INDEMNIFICATION

1. ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVE A, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION UPON CONVEYANCE OF RESERVE A TO THE ASSOCIATION. THE CITY OF TULSA SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN RESERVE A.

2. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION AGREES TO HOLD HARMLESS THE OWNERS AND THE CITY OF TULSA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN RESERVE A AND FURTHER AGREES THAT NEITHER THE CITY OF TULSA NOR THE OWNER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

Preliminary Plat

Columbia Point

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH,
RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

Deed of Dedication (Continued)

SECTION III. OPTIONAL DEVELOPMENT PLAN RESTRICTIONS

WHEREAS, COLUMBIA POINT WAS SUBMITTED, IN CONCERT WITH REZONING APPLICATION Z-_____, AS AN "OPTIONAL DEVELOPMENT PLAN" AS PROVIDED WITHIN SECTION 70.040, TITLE 42, TULSA REVISED ORDINANCES (THE TULSA ZONING CODE) IN EXISTENCE AS OF FEBRUARY 08, 2024 (APPLICATION FILING DATE), AND

WHEREAS THE OPTIONAL DEVELOPMENT PLAN WAS AFFIRMATIVELY RECOMMENDED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON MARCH 20, 2024, AND WAS REVISED AND APPROVED BY THE COUNCIL OF THE CITY OF TULSA, OKLAHOMA, ON _____, THE IMPLEMENTING ORDINANCE, NO. _____, BEING ADOPTED BY THE COUNCIL ON _____, AND

WHEREAS, THE CITY OF TULSA REQUIRES THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, SUFFICIENT TO INSURE CONTINUED COMPLIANCE WITH THE APPROVED OPTIONAL DEVELOPMENT PLAN, AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, THE OWNER'S SUCCESSORS IN TITLE, AND THE CITY OF TULSA, OKLAHOMA;

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

A. PROJECT:

COLUMBIA POINT SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE RS-1 DISTRICT OF THE TULSA ZONING CODE, EXCEPT AS NOTED HEREIN.

B. STREETS:

STREETS MAY BE PUBLIC OR PRIVATE AND GATED. THE EXISTING STREET SHALL REMAIN AS A PRIVATE STREET AND SHALL BE INSPECTED BY THE CITY OF TULSA AND THE CITY OF TULSA FIRE DEPARTMENT.

SECTION IV. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN THE SUBDIVISION (THE "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING RESERVE AREAS AND ANY OTHER PROPERTY AND FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION.

B. PRIVATE RESTRICTIONS AND COVENANTS

FOR THE BENEFIT OF THE ASSOCIATION AND OF ALL OWNERS WITHIN THE SUBDIVISION, THE OWNER MAY ESTABLISH AN ARCHITECTURAL REVIEW COMMITTEE AND VARIOUS PRIVATE RESTRICTIONS AND COVENANTS FOR THE PURPOSE OF PROVIDING ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. SAID PRIVATE RESTRICTIONS AND COVENANTS MAY PROVIDE FOR THE DIVISION AND ALLOCATION OF MAINTENANCE RESPONSIBILITIES FOR THE PRIVATE STREET WITHIN RESERVE A AND OTHER COMMON AREAS OF THE SUBDIVISION.

C. MEMBERSHIP

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

D. ASSESSMENT

EACH LOT OWNER SHALL BE SUBJECT TO ANNUAL AND SPECIAL ASSESSMENTS BY THE ASSOCIATION FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF RESERVE AREAS AND ANY OTHER PROPERTY AND FACILITIES THAT, FROM TIME TO TIME, ARE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION. LOT ONE (1), BLOCK ONE (1) DOES NOT DERIVE ACCESS FROM THE PRIVATE STREET WITHIN RESERVE A. THEREFORE, IT IS CONTEMPLATED THAT THE OWNER THEREOF WILL BE SUBJECT TO REDUCED ASSOCIATION ASSESSMENTS.

E. ASSOCIATION TO BE BENEFICIARY

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THE CITY AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

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. UTILITIES AND EASEMENTS AND SECTION II. RESERVE AREA A ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO; AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I. AND II., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III. OPTIONAL DEVELOPMENT PLAN PROVISIONS OF THE TULSA ZONING CODE IN EXISTENCE AS OF FEBRUARY 08, 2024 (APPLICATION FILING DATE) AND SHALL INURE TO THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, ANY OWNER OF A LOT AND THE PROPERTY OWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III., IT SHALL BE LAWFUL FOR THE CITY OF TULSA, ANY OWNER OF A LOT, OR THE PROPERTY OWNERS' 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 SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION IV. PROPERTY OWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE PROPERTY OWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION IV., IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE PROPERTY OWNERS' 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 SUCH PERSON OR PERSONS 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 ANY OWNER OF A LOT OR THE PROPERTY OWNERS' ASSOCIATION, WHICH ACTION SEEMS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS III. OR 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 THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. UTILITIES AND EASEMENTS AND SECTION II. RESERVE AREA A 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 TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. OPTIONAL DEVELOPMENT PLAN RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LAND 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 COUNCIL OF THE CITY OF TULSA, OKLAHOMA. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO THE OPTIONAL DEVELOPMENT PLAN BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR SUCCESSORS WITH THE TULSA COUNTY CLERK. THE COVENANTS CONTAINED WITHIN ANY OTHER SECTION OF THIS DEED OF DEDICATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY, 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 (DURING ITS OWNERSHIP OF AT LEAST 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 SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS 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, NOAH CORPORATION, AN OKLAHOMA CORPORATION HAS EXECUTED THIS INSTRUMENT ON THIS ____ DAY OF _____, 2024.

NOAH CORPORATION
AN OKLAHOMA CORPORATION

BY: _____
BRIAN R. BROACH, PRESIDENT

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 _____, 2024, PERSONALLY APPEARED BRIAN R. BROACH, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME NOAH CORPORATION 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 COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

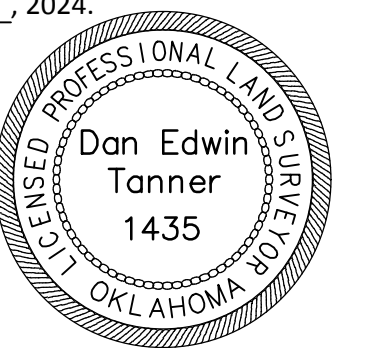
MY COMMISSION EXPIRES _____ JENNIFER MILLER, NOTARY PUBLIC



CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "COLUMBIA POINT", A REPLAT OF PART OF "SOUTHERN HILLS ESTATES" (PLAT NO. 1626), A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2024.



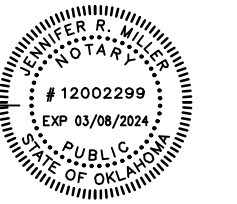
BY: _____
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

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 _____, 2024, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____ JENNIFER MILLER, NOTARY PUBLIC

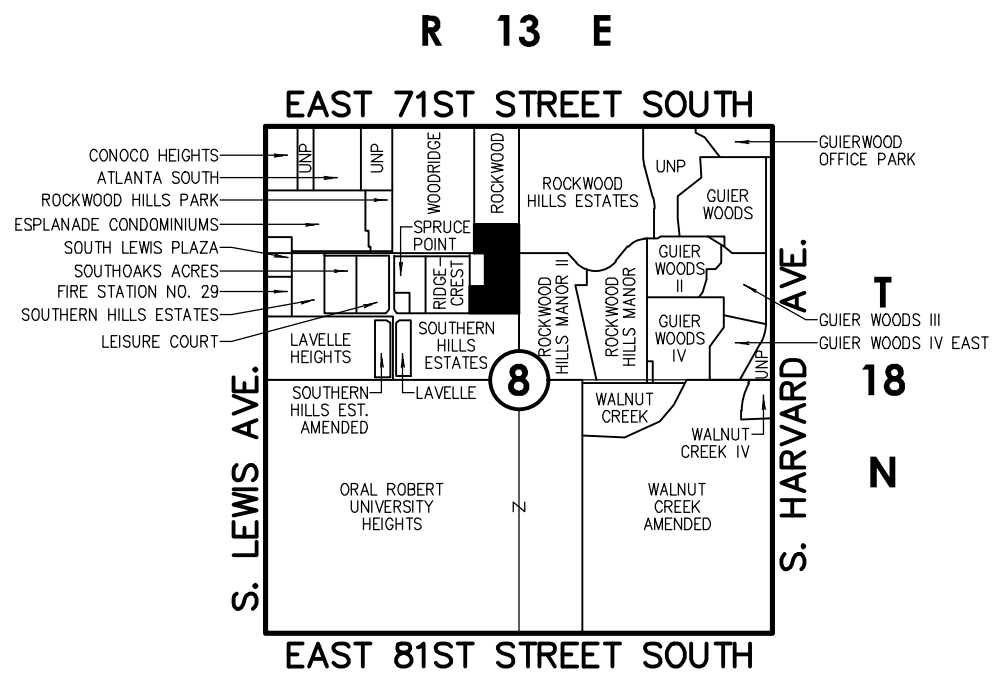
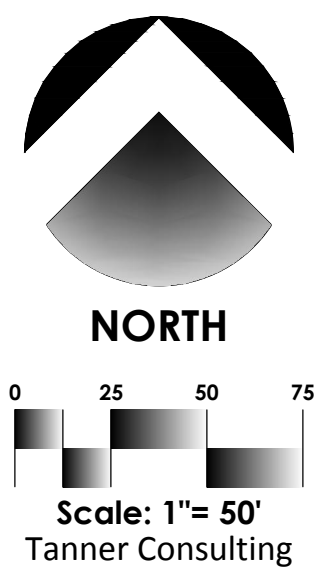


P:\2024\2204\9\CIVIL\SHEETS\2204-9FF-COMMENTS\ONE.X.DWG, FPS, 2/8/2024, 11:07:18 AM, EENYART, I-I, TANNER CONSULTING, LLC, OK, CA, 2661 EXP 6/30/2025

Conceptual Utility Plan

Columbia Point

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH,
RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA



Location Map
Scale: 1"= 2000'

OWNER:
Noah Corporation
CONTACT: ROGER BROACH
7667 E. 46th Pl.
Tulsa, Oklahoma 74145
Phone: 918-625-1150

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2025
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

SUBDIVISION CONTAINS:
EIGHT (8) LOTS
IN ONE (1) BLOCK
WITH ONE (1) RESERVE AREA

GROSS SUBDIVISION AREA: 9.295 ACRES

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
A	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED

- PROPOSED FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER MANHOLE

