SUBDIVISION PLAT  □ MINOR SUBDIVISION PLAT

APPLICATION INFORMATION
RECEIVED BY: __________ DATE FILED: __________ PLAT NAME: COSTCO NORTH TULSA ADDITION

SUBDIVISION PLAT SCHEDULE
PUBLIC AGENCY REVIEW:
TMAPC:

REFERENCE CASES
ZONING/PUD/CO CASE:
TMAPC DATE:
BOA CASE:
BOA DATE:

SUBJECT PROPERTY INFORMATION
ADDRESS OR DESCRIPTIVE LOCATION: 4816 N. 118TH AVE. EAST, TULSA, 74116  TRACT SIZE: 30.35 acres
LEGAL DESCRIPTION: PART OF THE NW1/4 OF SECTION 8, T-20-N, R-14-E, OF THE 1ST ADDITION OF TULSA CITY OF TULSA, TULSA CO., OK
PRESENT USE: COSTCO  PRESENT ZONING: IM  T-R-S: 23  COUNCIL DISTRICT: 23
WATER SUPPLY: CITY  SANITARY SEWER: CITY
ELECTRIC: PGE  GAS: ONG  PHONE: ATT  TV: N/A  SCHOOL DISTRICT: TULSA I-1

INFORMATION ABOUT YOUR PROPOSAL
PROPOSED USE: COSTCO WHOLESALE WAREHOUSE & FUEL CENTER

PROPOSED ZONING: SAME  LOTS PROPOSED: 1/2 RESERV  BLOCKS PROPOSED: 1

APPLICANT INFORMATION
NAME: WINCKELMANN & ASSOCIATES, INC
ADDRESS: 1750 HILLCREST PLAZA #215
CITY, ST, ZIP: DALLAS, TX  75230
DAYTIME PHONE: 214-601-7216
EMAIL: melaric@winckelmann.com

PROPERTY OWNER INFORMATION
NAME: COSTCO WHOLESALE CORP
ADDRESS: 999 LAKE DRIVE
CITY, ST, ZIP: 199AGVAH, WA.  98027
DAYTIME PHONE: 847-708-8595
EMAIL: scroos@crossengineering.com

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

SIGNATURE & DATE: 12.27.23

DOES OWNER CONSENT TO THIS APPLICATION [ ] YES [ ] NO
WHAT IS APPLICANT'S RELATIONSHIP TO OWNER?
CONSULTANT/AGENT

APPLICATION FEES (Make checks payable to City of Tulsa)
PRELIMINARY PLAT FEE: $1,200
FINAL PLAT FEE: $900
MINOR PLAT FEE: $650
TOTAL AMOUNT DUE: $650
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

REVISED 7/1/2023
TULSA METROPOLITAN AREA PLANNING COMMISSION
175 East 2nd St, Suite 480 - Tulsa, OK 74103 - (918) 596-7526 - tulaplan@gmail.com

SUBDIVISION PRE-APPLICATION REVIEW
PROJECT INFORMATION

Subdivision Location: ____________________________
Acreage: __________ Number of Lots: __________ Project Name: ____________________________
Owner of Property: ____________________________
Person Requesting Review: ____________________________ Date: ____________________________

COMPREHENSIVE PLAN STATUS

LAND USE DESIGNATION: ____________________________
The property [ ] CONFORMS [ ] DOES NOT CONFORM to the Major Street and Highway Plan.

ZONING AND PLATING

The property is currently zoned ____________________________
The proposed use of ____________________________ [ ] WOULD or [ ] WOULD NOT conform to the zoning district classification.
Minimum lot size required: ____________________________
Is the property is 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? ____________________________

INFRASTRUCTURE NEEDS

A brief summary of major infrastructure to be provided and by whom:
Streets ____________________________
________________________________
Water ____________________________
________________________________
Sewer ____________________________
________________________________
Storm Water/Drainage ____________________________
________________________________
Park and Trail Dedication ____________________________
________________________________

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.

REVISED 7/1/2023
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.
Final Subdivision Plat
Costco North Tulsa Addition

A part of the Southwest Quarter (SW/4) of Section 8, T-20-N, R-14-E, of the Indian Base & Meridian, City of Tulsa, Tulsa County, State of Oklahoma.

Scale: 1"=2000'

BASIS OF BEARING
MONUMENTATION
LEGEND
ADDRESS DISCLAIMER NOTE:

January 24, 2024
SHEET 1 OF 2
Deed of Dedication and Restrictive Covenants
Costco North Tulsa Addition
A part of the Southwest Quarter (SW/4) of Section 8, T.20-N, R.14-E, of the Indian Base & Meridian, City of Tulsa, Tulsa County, State of Oklahoma.

SECTION 1: PUBLIC STREETS AND RIGHTS-OF-WAY

A. PURPOSE: The purpose of this subdivision is to provide for the public health, safety, welfare, and convenience within the community, including the development and improvement of streets, roads, and utilities, and the laying out and platting of the Lots and portions of the Lots contemplated herein, in accordance with the requirements of the Oklahoma Statutes, and the applicable regulations of the City of Tulsa, the County of Tulsa, and other municipal or governmental agencies.

B. STREET NAMES: The Names of the streets shall be as follows: (List street names here).

C. STREET Размер: The Size of the streets shall be as follows: (List street size here).

D. STREET ALIGNMENT: The Alignment of the streets shall be as follows: (List street alignment here).

E. STREET EVOLUTION: The Evolution of the streets shall be as follows: (List street evolution here).

F. STORM DRAINAGE: Storm Drainage for the subdivision shall be as follows: (List storm drainage here).

G. SEWER: The design and layout for the sewer system shall be as follows: (List sewer design and layout here).

H. WATER: The design and layout for the water system shall be as follows: (List water design and layout here).

I. UTILITIES: The design and layout for the utility systems shall be as follows: (List utility design and layout here).

J. CURB AND GUTTER: The design and layout for the curbs and gutters shall be as follows: (List curb and gutter design and layout here).

K. SIDEWALKS: The design and layout for the sidewalks shall be as follows: (List sidewalk design and layout here).

L. STREET LAMINATE: The design and layout for the street laminate shall be as follows: (List street laminate design and layout here).

Section 2: Subdivision Plat

A. PREPARATION: The Plat of the subdivision shall be prepared by a duly licensed surveyor, and recorded in the office of the County Clerk of Tulsa County, State of Oklahoma.

B. APPROVAL: The Plat shall be approved by the City of Tulsa, the County of Tulsa, and any other regulatory body as may be required.

C. RECORDING: The Plat shall be recorded in the office of the County Clerk of Tulsa County, State of Oklahoma, following the approval.

Section 3: Plat Amendments

A. APPROVAL: Any amendment to the Plat shall be approved by the City of Tulsa, the County of Tulsa, and any other regulatory body as may be required.

B. RECORDING: Any amendment to the Plat shall be recorded in the office of the County Clerk of Tulsa County, State of Oklahoma, following the approval.

Section 4: Covenants

A. PERPETUAL: The covenants set forth herein shall be perpetual and shall run with the land.

B. RESTRICTIVE: The restrictive covenants shall remain in effect for the full term of the covenants.

C. ENFORCEMENT: The rights of the Owners and Lessees shall be enforceable by any party to this Agreement or any successor or assign of any party to this Agreement.

D. RECRODATION: A true and correct copy of this Agreement, as recorded in the office of the County Clerk of Tulsa County, State of Oklahoma, shall be recorded in the instrument record of this agreement.

Section 5: Recording of Instruments

A. ALL INSTRUMENTS: All instruments effected hereunder shall be recorded in the office of the County Clerk of Tulsa County, State of Oklahoma.

B. RECORDATION: A true and correct copy of this Agreement, as recorded in the office of the County Clerk of Tulsa County, State of Oklahoma, shall be recorded in the instrument record of this agreement.

Section 6: Waiver

A. WAIVER OF RIGHTS: The parties hereto waive any right to enforce the covenants herein in equity or at law.

B. WAIVER OF RECOURSE: The parties hereto waive any right to recover damages for any breach of the covenants herein.

Section 7: Governing Law

A. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Section 8: Entire Agreement

A. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties hereto and supersedes all prior negotiations, agreements, and understandings.

Section 9: Amendment

A. AMENDMENT: This Agreement may be amended from time to time by written agreement of the parties hereto.

Section 10: Governing Language

A. GOVERNING LANGUAGE: This Agreement shall be written in the English language.

Section 11: Counterparts

A. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 12: Notice

A. NOTICE: All notices required or permitted to be given hereunder shall be given in writing and delivered by hand, facsimile, or overnight courier.

Section 13: Governing Information

A. GOVERNING INFORMATION: The governing information for the City of Tulsa is as follows: (List governing information here).

Section 14: Applicable Laws

A. APPLICABLE LAWS: This Agreement is subject to all applicable laws, rules, and regulations of the City of Tulsa, the County of Tulsa, and any other governmental entity as may be applicable.

Section 15: Authority

A. AUTHORITY: The parties hereto have the authority to enter into this Agreement.

Section 16: Approval

A. APPROVAL: This Agreement has been approved by the appropriate officials of the City of Tulsa, the County of Tulsa, and any other regulatory body as may be required.

Section 17: Effective Date

A. EFFECTIVE DATE: This Agreement shall be effective as of the date hereof.

Section 18: Severability

A. SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision of this Agreement.

Section 19: Signatures

A. SIGNATURES: The parties hereto have executed this Agreement as of the date hereof.

January 24, 2024
AFFIDAVIT OF OWNERSHIP

STATE OF OKLAHOMA

COUNTY OF TULSA

The undersigned, being of legal age, and being first duly sworn upon oath, affirm:

1. The undersigned is an abstractor employed by First American Title Insurance Company.
2. The undersigned is an abstractor licensed by the Oklahoma State Auditor and Inspector.
3. Among my duties is the determination of record ownership of real estate.
4. I have fully and completely reviewed all relevant land records of real estate described as:

A tract of land located in the West Half of the Southwest Quarter (W1/2 SW1/4) of Section Eight (8), Township Twenty (20) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey there of, being more particularly described as follows, to-wit:

COMMENCING at the Southwesterly Corner of said Section 8, THENCE North 88°41’42” East and along the South line of the Southwest Quarter of said Section 8 for a distance of 1277.91 feet; THENCE North 01°14’11” West for a distance of 140.00 feet to POINT OF BEGINNING being on the present north Right-of-Way line of State Highway 248, THENCE South 88°46’07” West for a distance of 110.00 feet; THENCE South 88°41’42” West for a distance of 331.40 feet; THENCE South 67°44’49” West for a distance of 275.22 feet; THENCE North 47°00’14” West for a distance of 578.54 feet; THENCE North 32°39’18” West for a distance of 247.98 feet; THENCE North 12°51’13” West for a distance of 721.04 feet; THENCE North 01°27’31” West for a distance of 29.05 feet, THENCE North 89°03’53” East for a distance of 971.10 feet to the beginning of a non-tangential curve, said curve turning to the right through an angle of 10°51’18”, having a radius of 812.00 feet, a length of 153.84 feet and whose long chord bears North 12°15’33” West for a distance of 153.61 feet to a point of intersection with a non-tangential line, THENCE North 83°10’06” East for a distance of 100.00 to the beginning of a non-tangential curve, said curve turning to the left through 27°30’47”, having a radius of 712.00 feet, a length of 341.90 feet whose long chord bears South 20°34’18” East for a distance of 338.62 feet to the beginning of a tangent curve, said curve turning to the right through an angle of 33°16’57”, having a radius of 812.00 feet, a length of 471.68 feet and whose long chord bears South 17°42’13” East for a distance of 465.08 feet; THENCE South 01°03’32” East a distance of 648.95 feet to the POINT OF BEGINNING.

5. Said records reveal that the record owner of the above-described real estate on February 2, 2024 at 7:30 A.M. was:

Costco Wholesale Corporation

Further affiant says not.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:  

Karena McIntire
Licensed Abstractor No. 3023

Subscribed and sworn to before me on February 09, 2024:

Angela Schoenrock
Notary Public

My Commission Expires:

2855964-TU99
Grantee's Mailing Address: 999 Lake Drive, Issaquah, Washington 98027

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 29th day of July, 2022, between O.L.T.-Greenhill Investment Company, L.L.C., an Oklahoma limited liability company ("Grantor"), and Costco Wholesale Corporation, a Washington corporation ("Grantee").

WITNESSETH: That in consideration of the sum of Ten Dollars and No/100 ($10.00), receipt of which is hereby acknowledged, Grantor does, by these presents, grant, bargain, sell and convey unto Grantee, its successors and/or assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma (the "Land"), to-wit:

AS DESCRIBED ON EXHIBIT "A"
AND PICTORIALLY SHOWN FOR REFERENCE ON EXHIBIT "A-1"
EACH ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD said described Land unto Grantee, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature; Together with any and all shrubs, trees and plants thereon, together with all rights, privileges, easements, tenements, hereditaments, improvements, licenses, appurtenances and other rights and benefits appurtenant to the Land, including, without limitation, all of Grantor’s right, title and interest, if any, in and to (i) all strips, gores, easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land or in front of or adjoining all or any part of the Land; (ii) all consents, authorizations, variances, waivers, licenses, permits and approvals from any federal, state, county, municipal or other governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality with respect to the Land; (iii) all minerals, oil, gas and other hydrocarbon substances on and under the Land and all rights related thereto not previously reserved or conveyed of record to an unaffiliated third parties; (iv) all development rights, air rights, water, water rights, riparian rights and water stock relating to the Land; and (v) all roads and alleys adjoining or servicing the Land and any land lying in the bed of any street, road, highway or avenue, open or proposed, in front of or adjoining or servicing all or any part of the Land (collectively, the "Property"). Grantor hereby waives any and all right to use the surface of the Land for any purpose whatsoever if Grantor or any person or entity affiliated with Grantor ever holds or acquires any interest in any previously reserved or conveyed minerals, oil, gas and other hydrocarbon substances on and under the Land.

SUBJECT TO the Permitted Exceptions attached hereto and made a part hereof as Exhibit "B".

And Grantor, its successors and assigns, do hereby covenant, promise and agree to and with Grantee, at the delivery of these presents that Grantor is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple of the Land, and of and in all and singular the above granted and described Property, that the same are free, clear, and discharged and unencumbered of and from all former and other grants. titles, charges, estates, judgments, taxes, assessments and

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encumbrances, of whatsoever nature and kind, EXCEPT the Permitted Exceptions, and special assessments not yet due;

and that Grantor will WARRANT AND FOREVER DEFEND the same unto Grantee, Grantee’s successors and/or assigns against Grantor, Grantor’s successors and assigns, and all and every person or persons whomsoever lawfully claiming, or to claim the same by, through or under Grantor(s), but not otherwise.

IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year above written.

O.L.T.-Greenhill Investment Company, L.L.C.
an Oklahoma limited liability company

By: Owasso Land Trust, L.L.C.
an Oklahoma limited liability company
Its Manager

By: [Signature]
David E. Charney, Manager

STATE OF OKLAHOMA  )
 ) ss.
COUNTY OF TULSA  )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of July, 2022, personally appeared David E. Charney, Manager of Owasso Land Trust, L.L.C., an Oklahoma limited liability company, as manager of O.L.T.-Greenhill Investment Company, L.L.C., an Oklahoma limited liability company, and acknowledged to me that he executed the same on behalf of such limited liability companies as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability companies for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires: [Stamp]

Notary Public in and for the State of Oklahoma

________________________
Commission No.:_____________
EXHIBIT “A”
OLTGH TO COSTCO LEGAL DESCRIPTION

TRACT2: A TRACT OF LAND LOCATED IN SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4, SW/4) IN SECTION EIGHT (8) OF TOWNSHIP TWENTY (20) NORTH AND RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (E.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SEC. 8, T-20-N, R-14-E, I.B.&M.; THENCE N88°41'42"E ALONG THE SOUTH LINE OF SAID SEC. 8 A DISTANCE OF 1182.93 FEET; THENCE N01°14'11"W FOR A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; THENCE N01°00'00"W FOR A DISTANCE OF 426.51 FEET; THENCE S89°00'35"W FOR A DISTANCE OF 950.96 FEET; THENCE N47°00'14"W FOR A DISTANCE OF 116.77 FEET; THENCE N32°59'18"W FOR A DISTANCE OF 547.98 FEET; THENCE N12°13'23"W FOR A DISTANCE OF 221.01 FEET; THENCE N01°27'21"W FOR A DISTANCE OF 318.05 FEET; THENCE N89°00'53"E FOR A DISTANCE OF 971.18 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 10°51'18", HAVING A RADIUS OF 812.00 FEET, A LENGTH OF 153.84 FEET AND WHOSE LONG CHORD BEARS N12°15'33"W FOR A DISTANCE OF 153.61 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE, THENCE N83°10'06"E FOR A DISTANCE OF 160.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 27°30'47"", HAVING A RADIUS OF 712.00 FEET, A LENGTH OF 341.90 FEET AND WHOSE LONG CHORD BEARS S20°35'18"E FOR A DISTANCE OF 348.62 FEET TO THE BEGINNING OF A TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 33°16'57", HAVING A RADIUS OF 812.00 FEET, A LENGTH OF 471.68 FEET AND WHOSE LONG CHORD BEARS S17°42'13"E FOR A DISTANCE OF 465.08 FEET; THENCE S01°00'32"E FOR A DISTANCE OF 648.95 FEET; THENCE S88°46'06"W FOR A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 23.552 ACRES MORE OR LESS.
EXHIBIT A-1
OLTH SURVEY EXHIBIT
TRACT 2 EXHIBIT "A"

Scale: 1"=1000'

FILE: 210701 GREENHILL

Notes:
1. THE BEARING BASE FOR THIS EXHIBIT IS BASED ON THE SOUTH LINE OF SECTION B, T-20-N, R-14-E OF THE INDIAN BASE AND MERIDIAN AS N88°4'42"E.

2. SEE EXHIBIT "A" FOR LEGAL DESCRIPTIONS AND SURVEYOR'S CERTIFICATE.
EXHIBIT “B”

PERMITTED EXCEPTIONS


2. Water easement in favor of the City of Tulsa, Oklahoma recorded in Book 4665, Page 27.

3. Real estate taxes for 2022 and subsequent years, amount of which is not ascertainable, due or payable.


5. Water rights, claims or title to water, whether or not shown by the public records.
Grantee’s Mailing Address: 999 Lake Drive, Issaquah, Washington 98027

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 29th day of July, 2022, between Owasso Land Trust, L.L.C., an Oklahoma limited liability company ("Grantor"), and Costco Wholesale Corporation, a Washington corporation ("Grantee").

WITNESSETH: That in consideration of the sum of Ten Dollars and No/100 ($10.00), receipt of which is hereby acknowledged, Grantor does, by these presents, grant, bargain, sell and convey unto Grantee, its successors and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma (the "Land"), to-wit:

AS DESCRIBED ON EXHIBIT "A"
AND PICTORIALY SHOWN FOR REFERENCE ON EXHIBIT "A-1"

TO HAVE AND TO HOLD said described Land unto Grantee, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature; Together with any and all shrubs, trees and plants thereon, together with all rights, privileges, easements, tenements, hereditaments, improvements, licenses, appurtenances and other rights and benefits appurtenant to the Land, including, without limitation, all of Grantor’s right, title and interest, if any, in and to (i) all strips, gores, easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land or in front of or adjoining all or any part of the Land; (ii) all consents, authorizations, variances, waivers, licenses, permits and approvals from any federal, state, county, municipal or other governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality with respect to the Land; (iii) all minerals, oil, gas and other hydrocarbon substances on and under the Land and all rights related thereto not previously reserved or conveyed of record to unaffiliated third parties; (iv) all development rights, air rights, water, water rights, riparian rights and water stock relating to the Land; and (v) all roads and alleys adjoining or servicing the Land and any land lying in the bed of any street, road, highway or avenue, open or proposed, in front of or adjoining or servicing all or any part of the Land (collectively, the "Property"). Grantor hereby waives any and all right to use the surface of the Land for any purpose whatsoever if Grantor or any person or entity affiliated with Grantor ever holds or acquires any interest in any previously reserved or conveyed minerals, oil, gas and other hydrocarbon substances on and under the Land.

SUBJECT TO the Permitted Exceptions attached hereto and made a part hereof as Exhibit "B".

And Grantor, its successors and assigns, do hereby covenant, promise and agree to and with Grantee, at the delivery of these presents that Grantor is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple of the Land, and of and in all and singular the above granted and described Property; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and

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encumbrances, of whatsoever nature and kind, EXCEPT the Permitted Exceptions, and special assessments not yet due;

and that Grantor will WARRANT AND FOREVER DEFEND the same unto Grantee, Grantee's successors and/or assigns against Grantor, Grantor's successors and assigns, and all and every person or person or persons whomsoever lawfully claiming, or to claim the same by, through or under Grantor(s), but not otherwise.

IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year above written.

Owasso Land Trust, L.L.C.
an Oklahoma limited liability company

By: \( \text{signature} \)

David E. Charney, Manager

STATE OF OKLAHOMA

COUNTY OF TULSA

\( \text{signature} \)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day of July, 2022, personally appeared David E. Charney, Manager of Owasso Land Trust, L.L.C., an Oklahoma limited liability company, and acknowledged to me that he executed the same on behalf of such limited liability companies as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires: \( \text{signature} \)

Commission No.: ____________

Notary Public in and for the State of Oklahoma
EXHIBIT “A”
OWASSO LAND TRUST TO COSTCO LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4, SW/4) IN SECTION EIGHT (8) OF TOWNSHIP TWENTY (20) NORTH AND RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, TULSA COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SEC. 8, T-20-N, R-14-E, I.B. & M.; THENCE N88°41'42"E ALONG THE SOUTH LINE OF SAID SEC. 8 A DISTANCE OF 1182.93 FEET; THENCE N01°14'11"W A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING BEING ON THE PRESENT RIGHT-OF-WAY OF STATE HIGHWAY NO. 266, THENCE S88°46'07"W ALONG SAID PRESENT RIGHT-OF-WAY (UNTIL OTHERWISE NOTED) A DISTANCE OF 15.00 FEET; THENCE S88°41'42"W A DISTANCE OF 331.40 FEET; THENCE N67°49'48"W A DISTANCE OF 275.22 FEET, THENCE N47°20'01"W A DISTANCE OF 461.77 FEET, THENCE N89°03'53"E (LEAVING SAID PRESENT RIGHT-OF-WAY) A DISTANCE OF 930.96 FEET; THENCE S01°03'55"E A DISTANCE OF 426.51 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 6.794 ACRES MORE OR LESS.
Notes

1. THE BEARING BASE FOR THIS EXHIBIT IS BASED ON THE SOUTH LINE OF SECTION 8, T-20-N, R-14-E OF THE INDIAN BASE AND MERIDIAN AS N80°41'42"E.

2. SEE EXHIBIT "A" FOR LEGAL DESCRIPTIONS AND SURVEYOR'S CERTIFICATE.
EXHIBIT “B”
PERMITTED EXCEPTIONS

1. Easement in favor of Southwestern Bell Telephone Company recorded in Book 1842, Page 160.

2. Water easement in favor of the City of Tulsa, Oklahoma recorded in Book 4665, Page 27.

3. Real estate taxes for 2022 and subsequent years, amount of which is not ascertainable, due or payable.


5. Water rights, claims or title to water, whether or not shown by the public records.
December 10, 2021

Mr. Nathan Foster  
Indian Nations Council of Government  
201 West 5th St.  
Tulsa, OK 74103  
Phone: (918) 579-9481  
Fax: (918) 597-9581

**ATTENTION:** Nathan Foster

**SUBJECT:** Costco North Tulsa Addition

AEP/Public Service Company of Oklahoma agrees to the release of the Final Plat of Costco North Tulsa Addition. The easements presently indicated on the plat of the subdivision satisfy the requirements of Public Service Company of Oklahoma for the designated use of the property as far as is known at this date.

In addition, the Deed of Dedication contains the requested language to our satisfaction.

Further, this concurrence is not to be construed as to preempt the grant of any additional easements necessary to provide service to the property at some future date.

Draft Final Plat Date: November 11, 2021.

Sincerely,

*Steven Williams*  
Steven Williams  
Public Service Company of Oklahoma
November 19, 2021

Nathan Foster  
Land Development Planner  
INCOG  
2 West Second Street Suite 800  
Tulsa, OK 74103  
RE: Final Subdivision Plat  
Costco North Tulsa Addition

Letter of No Objection

Dear Mr. Foster,

Oklahoma Natural Gas Company, a division of ONE Gas, Inc. (“ONG”) has no objection to the release of the above-mentioned plat. The easements presently indicated on the plat of Final Subdivision Plat Costco North Tulsa Addition satisfy the requirements of Oklahoma Natural Gas for the designated use of the property as can be determined presently. Additionally, the Deed of Dedication contains the requested language to our satisfaction. Please be advised that ONG has underground/aboveground facilities in the area. If you need our facilities relocated to accommodate your excavation or construction, ONG will provide you a cost estimate.

Prior to any excavation, please contact OKIE-ONE 1-800-522-6543 a minimum of forty-eight (48) hours for approximate location of our facilities. ONG will hold the damaging party responsible for any repairs to our facilities. If any repairs are necessary, ONG is not responsible for any damage to any structures or landscaping on or in the utility easement.

Sincerely,

Chandler Eidson  
Manager of Engineering