

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: **9/7/23** TITLE NAME: **FORREST WAREHOUSE & DISTRIBUTION CENTER**

SUBDIVISION PLAT SCHEDULE		REFERENCE CASES	
PUBLIC AGENCY REVIEW:	9/21/23	ZONING/PUD/CO CASE:	
		TMAPC DATE:	
TMAPC:	10/4/23	BOA CASE:	
		BOA DATE:	

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: [TRACT 1: 9920 E PINE ST N, TULSA, OK 74116](#); [TRACT 2: 1339 N MINGO ROAD E, TULSA, OK 74116](#)

TRACT SIZE: **26.80 + 5.00** ± acres

LEGAL DESCRIPTION: [TRACT 1: Subdivision: UNPLATTED \(90431\) Legal: PRT GOV LT 1 BEG 270E SWC LT 1 TH N567.96 E388 N390 W213.66 N309.34 E820.34 S1267.3 W994.68 POB & NW NE NW LESS BEG NEC NW NE NW TH S660 W520 NELY 666.1 E430 POB & LESS N50 THEREOF FOR RD SEC 31 20 14 26.804ACS](#)

[TRACT 2: Subdivision: UNPLATTED \(90431\) Legal: BEG 567.96N & 100E SWC NW NW TH E558 N390 W558 S390 POB SEC 31 20 14 4.996ACS](#)

PRESENT USE: EMPLOYMENT PRESENT ZONING: IL T-R-S: 20-14-31 COUNCIL DISTRICT: DISTRICT 3


WATER SUPPLY: CITY OF TULSA SANITARY SEWER: CITY OF TULSA

ELECTRIC: PSO/AEP GAS: ONG PHONE: AT&T TV: COX SCHOOL DISTRICT: TULSA

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE: [WAREHOUSE AND DISTRIBUTION CENTER](#)

PROPOSED ZONING: _____ LOTS PROPOSED: 2 BLOCKS PROPOSED: 2

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME MARK CAPRON	NAME AMBER FORREST LLC
ADDRESS 123 N MARTIN LUTHER KING JR BLVD.	ADDRESS 2108 N DAVID PATRICK AVENUE
CITY, ST, ZIP TULSA, OK 74103	CITY, ST, ZIP TULSA, OK 74116
DAYTIME PHONE 918-584-5858	DAYTIME PHONE
EMAIL MARK.CAPRON@WALLACE.DESIGN	EMAIL AMBERF@THEFORRESTGROUP.COM
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE:  9/7/23	

DOES OWNER CONSENT TO THIS APPLICATION YES NO

WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? **AGENT**

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:	\$ 1,200	
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

SUBDIVISION PRE-APPLICATION REVIEW

PROJECT INFORMATION

Subdivision Location: SOUTHWEST CORNER OF E PINE ST. & N MINGO RD.

Acreage: 32.40 Number of Lots: 2 Project Name: FORREST WAREHOUSE & DISTRIBUTION CENTER

Owner of Property: AMBER FORREST LLC

Person Requesting Review: MARK CAPRON Date: 09/05/2023

COMPREHENSIVE PLAN STATUS

LAND USE DESIGNATION: EMPLOYMENT

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

ZONING AND PLATTING

The property is currently zoned IL – INDUSTRIAL LIGHT

The proposed use of WAREHOUSE & DISTRIBUTION WOULD or WOULD NOT conform to the zoning district classification.

Minimum lot size required: _____

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? N/A

INFRASTRUCTURE NEEDS

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

Streets INTERNAL STREETS BY OWNER/DEVELOPER

Water INTERNAL WATERLINE EXTENSION BY OWNER/DEVELOPER

Sewer SANITARY EXTENSION LINE BY OWNER/DEVELOPER

Storm Water/Drainage STORM WATER SYSTEM BY OWNER/DEVELOPER

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

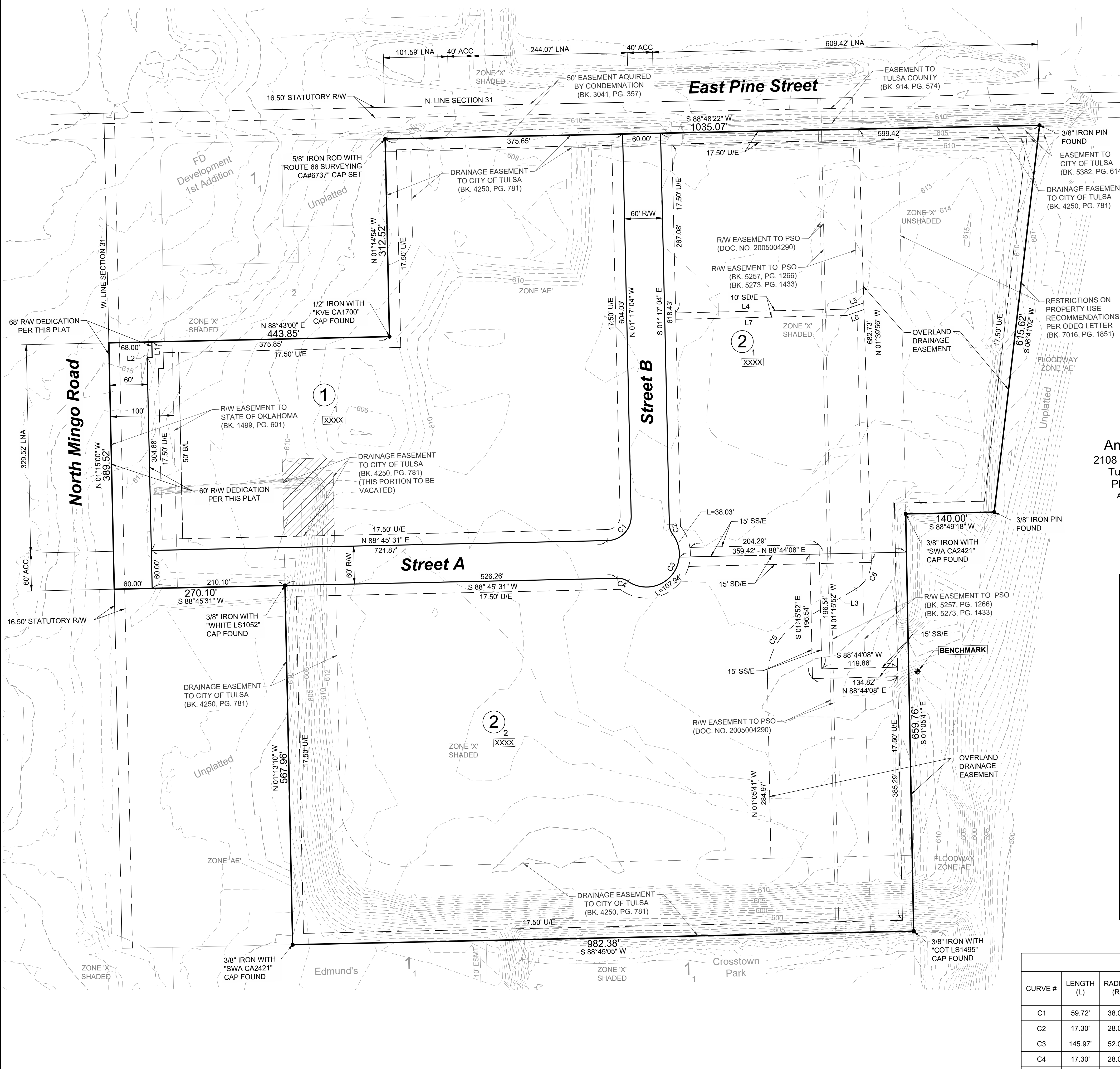
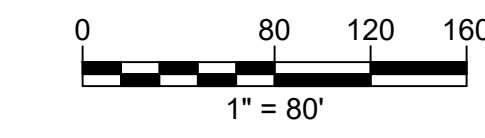
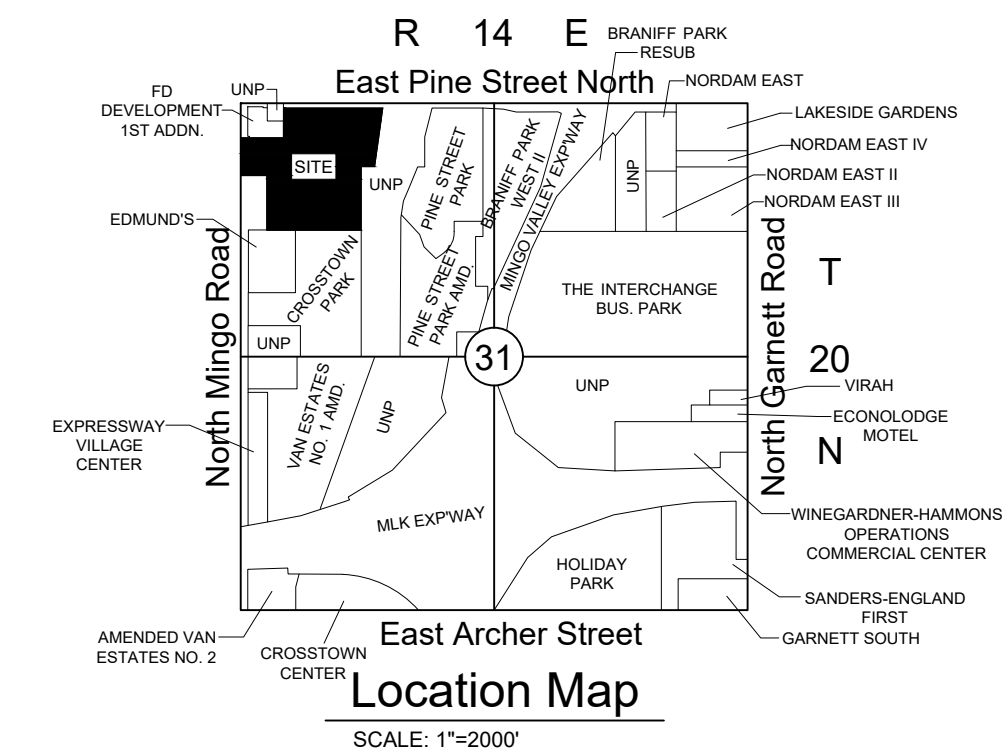
1. Applicant submits preliminary plat/covenants, conceptual improvements plan, completed application, and fees. Plat is scheduled for PAR meeting and TMAPC public hearing.
2. Staff distributes preliminary plat to PAR members for review.
3. Applicant, staff, and PAR members meet to review requirements 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.

FORREST WAREHOUSE & DISTRIBUTION CENTER

PART OF GOVERNMENT LOT ONE (1) AND PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA.



OWNER:
Amber Forrest, LLC
 2108 North 129th East Avenue
 Tulsa, Oklahoma, 74116
 Phone: (918) 582-8800
 ATTENTION: DALE FORREST
 DaleF@theforrestgroup.com

ENGINEER:
Wallace Design Collective, PC
 123 North Martin Luther King Jr Blvd.
 Tulsa, Oklahoma, 74103
 Phone: (918) 584-5858
 OK CA NO. 1460, EXPIRES 6/30/2025
 A. NICOLE WATTS, P.E.
 nicole.watts@wallace.design

SURVEYOR:
White Surveying Company
 9936 East 55th Place
 Tulsa, Oklahoma, 74103
 Phone: (918) 663-6924
 OK CA NO. 1098, EXPIRES 6/30/2025
 JOHN L. LIBBY JR., PLS 1806
 john@whitesurvey.com

**FINAL PLAT
 ENDORSEMENT OF APPROVAL**

TULSA METROPOLITAN AREA PLANNING COMMISSION
 APPROVAL DATE _____

_____ TMAPC

_____ 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 THIS DATE OF CITY COUNCIL APPROVAL IF NOT FILED IN THE OFFICE OF THE COUNTY CLERK BEFORE THAT DATE.

- LEGEND**
- B/L = BUILDING SETBACK
 - ACC = ACCESS
 - LNA = LIMITS OF NO ACCESS
 - R/W = RIGHT-OF-WAY
 - SD/E = STORM SEWER EASEMENT
 - SS/E = SANITARY SEWER EASEMENT
 - U/E = UTILITY EASEMENT
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - XXXX = ADDRESS

SUBDIVISION STATISTICS
 SUBDIVISION CONTAINS THREE (3) LOTS IN TWO (2) BLOCKS.
 SUBDIVISION CONTAINS 1,411,187 SF (32.40 ACRES)
 LOT 1, BLOCK 1 CONTAINS 367,425 SF (8.43 ACRES)
 LOT 1, BLOCK 2 CONTAINS 361,710 SF (8.30 ACRES)
 LOT 2, BLOCK 2 CONTAINS 568,954 SF (13.06 ACRES)
 R/W DEDICATED BY PLAT CONTAINS 23,571 SF (0.54 ACRES)

MONUMENTATION
 3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

BENCHMARK
 TOP CENTER OF SANITARY SEWER MANHOLE
 NORTHING=434482.30
 EASTING=2598725.60
 ELEV=610.50

BASIS OF BEARINGS
 HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.
 VERTICAL DATUM NAVD 1988

ADDRESS NOTE
 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 NOTE
 PORTIONS OF THE SUBJECT TRACT LIE WITHIN ZONE X UNSHADED DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"; ZONE X SHADED DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD." AND ZONE AE DEFINED AS "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. BASE FLOOD ELEVATIONS DETERMINED." ALL AS SHOWN ON FIRM MAP PANEL NUMBER 40143C0261L WITH AN EFFECTIVE DATE OF 10/16/2012.

DATE OF SURVEYOR'S LAST SITE VISIT:
 XXXXXXXXXXXXX

CURVE TABLE					
CURVE #	LENGTH (L)	RADIUS (R)	DELTA (Δ)	CHORD BEARING (CB)	CHORD DISTANCE (CD)
C1	59.72'	38.00'	90°02'36"	N 43°44'14" E	53.76'
C2	17.30'	28.00'	35°23'53"	S 18°59'01" E	17.02'
C3	145.97'	52.00'	160°50'22"	S 43°44'14" W	102.55'
C4	17.30'	28.00'	35°23'53"	N 73°32'32" W	17.02'
C5	106.00'	100.00'	60°44'10"	N 29°16'24" E	101.11'
C6	53.50'	50.00'	61°18'25"	N 28°59'17" E	50.98'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	24.89'	N 01°15'00" W
L2	8.00'	S 88°48'22" W
L3	104.30'	N 59°38'29" E
L4	269.29'	N 88°42'56" E
L5	29.95'	N 70°43'59" E
L6	28.36'	S 70°43'59" W
L7	270.87'	S 88°42'56" W

I:\civil\server\projects\1840112 Forrest warehouse and distribution facility\DWG\Production\Plat\1840112 Preliminary Plat.dwg PLOT: 9/7/23 ORIG SIZE: 24"X36"

PRELIMINARY PLAT

FORREST WAREHOUSE & DISTRIBUTION CENTER

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

AMBER FORREST, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO AS THE "OWNER"), IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW4 NW4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA:

BEGINNING AT A POINT IN THE WEST BOUNDARY LINE OF SECTION THIRTY-ONE (31), 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 THEREOF, SAID POINT BEING 567.96 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4); THENCE EAST A DISTANCE OF 658 FEET; THENCE NORTH A DISTANCE OF 390 FEET; THENCE WEST A DISTANCE OF 658 FEET; THENCE SOUTH A DISTANCE OF 390 FEET TO THE POINT OF BEGINNING.

AND

PART OF GOVERNMENT LOT ONE (1), BEGINNING 270 FEET EAST OF THE SOUTHWEST CORNER OF LOT ONE (1), THENCE NORTH 567.96 FEET, EAST 388 FEET, NORTH 390 FEET, WEST 213.66 FEET, NORTH 309.34 FEET, EAST 820.34 FEET, SOUTH 1267.30 FEET, WEST 994.68 FEET TO THE POINT OF BEGINNING, AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NW/4 NE/4 NW/4), LESS BEGINNING AT THE NORTHEAST CORNER OF THE NW/4 NE/4 NW/4, THENCE SOUTH 660 FEET, WEST 520 FEET, NORTHEASTERLY 668.1 FEET EAST 430 FEET TO THE POINT OF BEGINNING, AND LESS THE NORTH 50 FEET THEREOF FOR ROADWAY RIGHT-OF-WAY, SECTION THIRTY-ONE (31), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

THE OWNER HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 3 LOTS, AND 2 BLOCKS (HEREIN AFTER THE "LOTS") IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "FORREST WAREHOUSE & DISTRIBUTION CENTER" A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION").

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE 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 AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER AND ITS SUCCESSORS AND ASSIGNS (TOGETHER, THE "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 THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENTS AND THE IN THE PERIMETER RIGHTS-OF-WAY OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD 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 RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE 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 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. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR 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 COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, COMMUNICATION, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED IN THE SUBDIVISION.

2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF TULSA, OKLAHOMA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND 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 AGENTS AND/OR CONTRACTORS.

4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO THE UTILITY EASEMENTS DEPICTED ON THE 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 COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

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

2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE SUBDIVISION 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 OWNER'S AGENTS OR CONTRACTORS.

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

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER 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 COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. LIMITS OF NO ACCESS

THE LOT OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST PINE STREET AND NORTH MINGO ROAD WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" 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 BY 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.

H. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE TULSA METROPOLITAN AREA SUBDIVISION AND DEVELOPMENT REGULATIONS AND THE ORDINANCES OF THE CITY OF TULSA, OKLAHOMA AND ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNER PRIOR TO THE FIRST ISSUANCE OF THE FIRST OCCUPANCY PERMIT FOR ANY BUILDING WITHIN THE SUBDIVISION. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE CITY OF TULSA ENGINEERING DESIGN STANDARDS.

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 SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY OF TULSA, OKLAHOMA. NOTWITHSTANDING THE FOREGOING, THE CITY OF TULSA, OKLAHOMA MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY OF TULSA'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER, NOTWITHSTANDING THE FOREGOING, THE CITY OF TULSA, OKLAHOMA 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 OF TULSA, OKLAHOMA'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE LOT OWNER, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

J. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF TULSA, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF TULSA, OKLAHOMA.

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

4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF TULSA, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

K. STORM SEWER EASEMENT

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "STORM SEWER EASEMENT" OR "SDE" FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING STORM SEWERS, TOGETHER WITH ALL FITTINGS, INCLUDING THE PIPES, MANHOLES, AND EQUIPMENT AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE STORM SEWER EASEMENT FOR THE USES AND PURPOSES STATED.

2. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN STORM SEWER EASEMENT NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

L. SANITARY SEWER EASEMENT

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "SANITARY SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTION, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING SANITARY SEWER LINES TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, MANHOLES, LAMPHOLES AND EQUIPMENT AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES STATED.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE COVENANTS 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 (STREETS, EASEMENTS AND UTILITIES) ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY, THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF TULSA, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. 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.

B. DURATION

THESE COVENANTS AND RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION AND THE CITY OF TULSA, ANY SUCH AMENDMENT SHALL BECOME EFFECTIVE WHEN RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY COVENANT 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: AMBER FORREST, LLC, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2023.

AMBER FORREST, LLC

BY: _____
AMBER FORREST, MEMBER

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2023, BY AMBER FORREST AS MEMBER OF AMBER FORREST, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION NO: _____

MY COMMISSION EXPIRES: _____

(SEAL)

CERTIFICATE OF SURVEY

I, JOHN L. LIBBY JR., A LICENSED LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS FOODOHME, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2023.

JOHN L. LIBBY JR.
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA #1806

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2023, BY JOHN L. LIBBY JR.

NOTARY PUBLIC

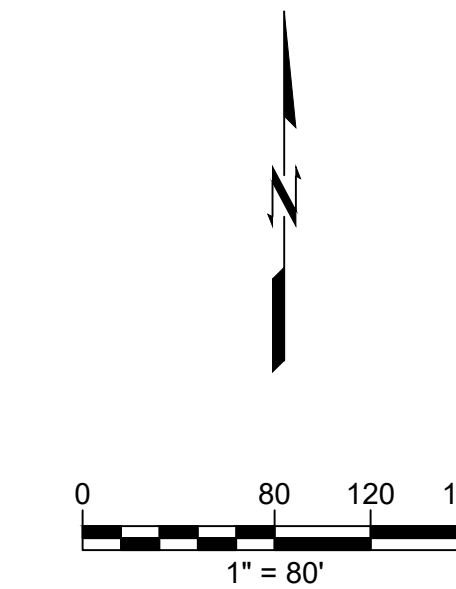
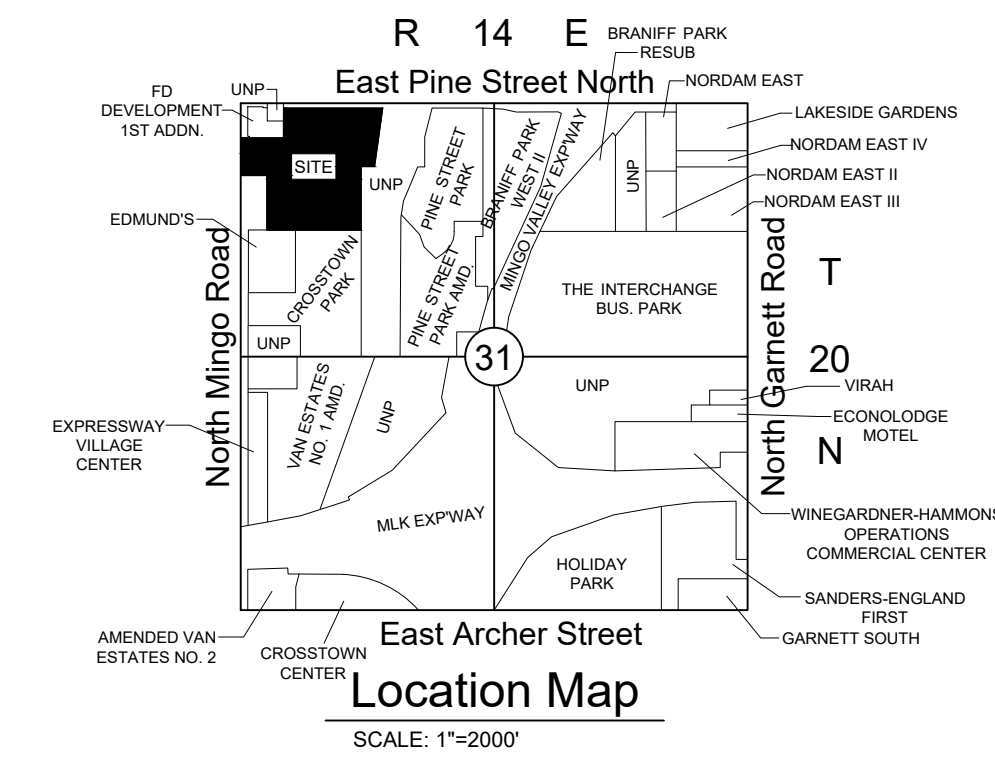
MY COMMISSION NO: # _____

MY COMMISSION EXPIRES: _____

(SEAL)

CONCEPTUAL IMPROVEMENTS PLAN FORREST WAREHOUSE & DISTRIBUTION CENTER

PART OF GOVERNMENT LOT ONE (1) AND PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA.

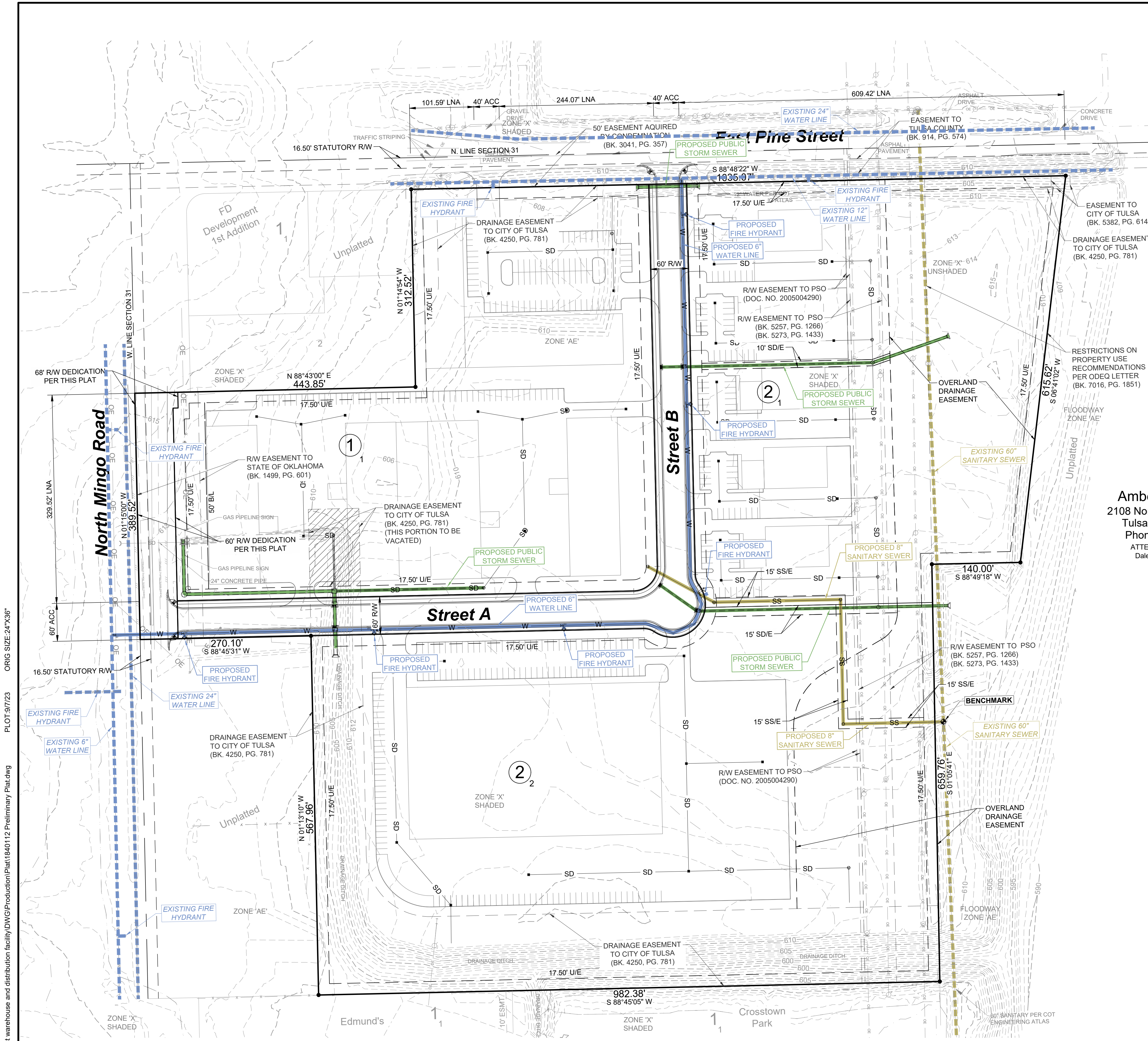


OWNER:
Amber Forrest, LLC
2108 North 129th East Avenue
Tulsa, Oklahoma, 74116
Phone: (918) 582-8800
ATTENTION: DALE FORREST
DaleF@theforrestgroup.com

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
A. NICOLE WATTS, P.E.
nicole.watts@wallace.design

SURVEYOR:
White Surveying Company
9936 East 55th Place
Tulsa, Oklahoma, 74146
Phone: (918) 663-6924
OK CA NO. 1098, EXPIRES 6/30/2025
JOHN L. LIBBY JR., PLS 1806
john@whitesurvey.com

- LEGEND**
- B/L = BUILDING SETBACK
 - ACC = ACCESS
 - LNA = LIMITS OF NO ACCESS
 - R/W = RIGHT-OF-WAY
 - SD/E = STORM SEWER EASEMENT
 - SS/E = SANITARY SEWER EASEMENT
 - U/E = UTILITY EASEMENT
 - EXISTING WATER
 - PROPOSED WATER
 - EXISTING SANITARY SEWER
 - PROPOSED SANITARY SEWER
 - PROPOSED STORM SEWER



\\civil-server\projects\1840112 Forrest warehouse and distribution facility\DWG\Production\Plat\1840112 Preliminary Plat.dwg
 PLOT: 9/7/23
 ORIG SIZE: 24"x36"