

Case: Brookside Marketplace

Hearing Date: November 1, 2023

Case Report Prepared by:

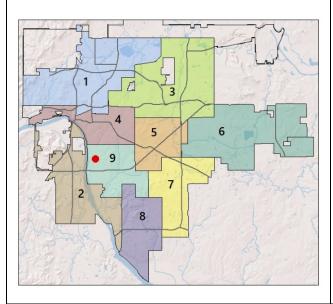
Austin Chapman

Owner and Applicant Information:

Applicant: Wallace Design Collective

Owner: Tim Clark, Nordic Corp

<u>Location Map:</u> (shown with City Council districts)



Applicant Proposal:

Preliminary Plat and modification to reduce the required right-of-way dedication along S. Peoria Ave from 50-feet to 35-feet.

4 lots, 1 block, 3.47 + acres

Location: South of the southeast corner of East 41st Street South and South Peoria Avenue

Zoning: CH/ MX-3-U-U

Staff Recommendation:

Staff recommends approval of the preliminary plat

City Council District: 9

Councilor Name: Jayme Fowler

County Commission District: 2

Commissioner Name: Karen Keith

PRELIMINARY SUBDIVISION PLAT

Brookside Marketplace - (CD 9)

South of the southeast corner of East 41st Street South and South Peoria Avenue This plat consists of 4 lots, 1 block, 3.47 + acres

The Technical Advisory Committee (TAC) met on October 19th, 2023 and provided the following conditions:

- **I. Zoning:** Proposed lots conform to the requirements of the CH and MX-3-U-U zoning districts.
- **2. Addressing:** Addresses have been provided, City of Tulsa addresses and street names must be affixed to the face of the final plat along with the address disclaimer.

3. Transportation & Traffic:

- The Major Street and Highway Plan shows that additional ROW will need to be dedicated along S Peoria Ave. (Applicant is seeking modification to reduce the amount of Right-of-way dedicated along S. Peoria Ave.)
- The applicant needs to check with Transportation Design and determine if additional ROW will need to be granted for turn lanes south of the intersection.
- All existing driveway openings that will not be reused along both E 41st Pl and E 42nd St should have the curbs replaced.
- The sidewalks around the entire site need to be reviewed to ensure that they comply with ADA. Any sections that are not in compliance should be part of the construction project and be replaced.
- -Sidewalks will be required to be constructed along S Peoria and along both streets for the full length of the property.
- -Sidewalk compliant sections will be required to be built through all proposed driveways.
- The Radius for the northern driveway for Lot 1, Blk 1 extends beyond the property line. This needs to be corrected.
- -The Radius for the eastern driveway for Lot 1, Blk 1 extends beyond the property line. This needs to be corrected.
- It appears that the radius and curb at the Northeast Corner of S Peoria and E 42nd St will be modified. This radius needs to be approved before installation and the inlet adjusted to match the curb.
- There is an inlet that is currently in the curb line of E 42nd St that will have its hood removed for a new driveway. Relocation of the inlet will require IDP approval as part of the site development.
- **Sewer/Water:** The proposed relocation of City sanitary sewer (and any other improvements required to City infrastructure) requires plan approval through the IDP process. IDP plans have not yet been received by the City. The plat cannot be approved until IDP plans are approved.

5. Engineering Graphics:

Submit subdivision control data sheet with the final plat. (20)

- Under the Surveyor information provide CA Number with expiration date and an email address. (1)
- Provide the individual lot addresses on the face of the plat. (16)
- In the Location Map add missing platted properties within section 30. Label all other land in the section as "un-platted". Add Interstate 44 to the location map. (3)
- Under the Basis of Bearings information add 3501 after North Zone.
- The written legal does not match the face of the plat. (4)
- Provide the Surveyor's last site visit date on the face of the plat.

6. Stormwater, Drainage, & Floodplain:

- -Combined lots have frontage which access public storm sewer, with no increase in runoff, requirements can be addressed.
- -There are no FEMA flood plains on the site per FIRM panel 40143C0351L. The site contains Tulsa Regulatory shallow floodplain that is addressed with compensatory storage via FP/E Plat 6215.

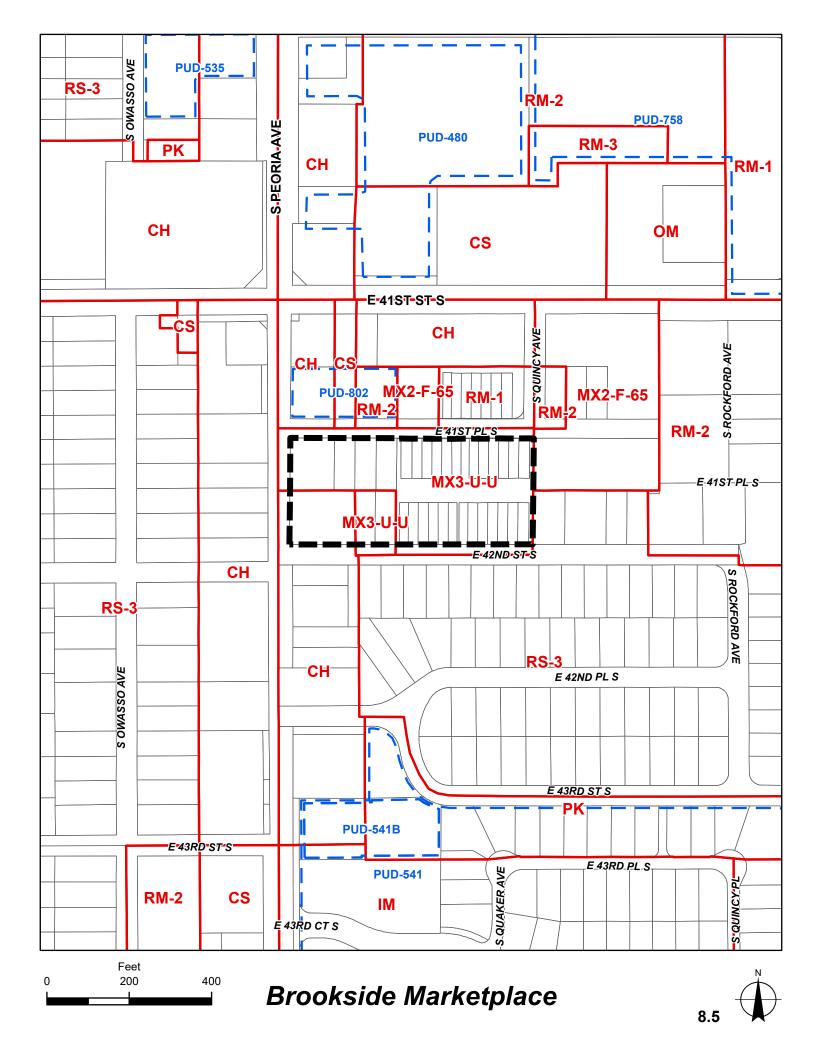
7. **Utilities: Telephone, Electric, Gas, Cable, Pipeline, Others:** All utilities indicated to serve the site must provide a release prior to final plat approval. Provide a Certificate of Records Search from the Oklahoma Corporation Commission to verify no oil & gas activity on the site.

Staff recommends **APPROVAL** of the preliminary subdivision plat and a modification to reduce the required right-of-way dedication along S. Peoria Ave from 50-feet to 35-feet, subject to the conditions provided by TAC and all other requirements of the Subdivision and Development Regulations. City of Tulsa release letter is required prior to final plat approval.











October 25, 2023

Nathan Foster, Principal Planner Tulsa Planning Office Tulsa City Hall 175 E. 2nd St., 4th Floor Tulsa, OK 74103

RE: Brookside Marketplace - Preliminary Plat

Modification to Tulsa Metropolitan Area Subdivision and Development Regulations

Mr. Foster:

On behalf of the owner, Nordic Corporation, I hereby request modification to Section 5-060.6, Table 5-2 of the Tulsa Metropolitan Area Subdivision and Development Regulations for dedication of additional ROW along South Peoria Avenue. South Peoria is currently classified as a secondary arterial at this location.

A summary of items that support this request are listed below:

- All lanes have been built and the existing street section meets criteria shown in the Tulsa Metropolitan Area Major Street and Highway Plan – 5 lanes with sidewalks currently exist.
- Future widening at the section of Peoria will likely never be feasible nor justified.
- Existing buildings are in direct conflict with the additional 15' ROW dimension plans do not include removal of buildings in conflict.

If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

mike thedford

land development planner

cc: File

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

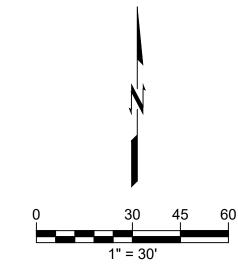
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA; THENCE S01°17'55"E AND ALONG WEST LINE OF SAID SECTION THIRTY(30), FOR A DISTANCE OF 464.51 FEET; THENCE N89°16'08"E, FOR A DISTANCE OF 35.62 FEET TO THE POINT OF BEGINNING; THENCE N1°19'35"W, A DISTANCE OF 127.90 FEET; THENCE S89°14'46"E, A DISTANCE OF 256.87 FEET; THENCE S1°0'28"E, A DISTANCE OF 1.53 FEET; THENCE S89°7'49"E, A DISTANCE OF 332.50 FEET; THENCE S1°0'27"E, A DISTANCE OF 255.44 FEET; THENCE N88°58'49"W, A DISTANCE OF 335.00 FEET; THENCE N88°58'44"W, A DISTANCE OF 253.66 FEET; THENCE N1°0'26"W, A DISTANCE OF 131.2 FEET; TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 3.47 ACRES MORE OR LESS.

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PRELIMINARY PLAT

BROOKSIDE MARKETPLACE

A REPLAT OF LOTS 1 THRU 5, BLOCK 4, JENNINGS-ROBARDS ADDITION, ALL OF THE RETREAT AT BROOKSIDE, ADDITIONS TO THE CITY OF TULSA, AND AN UNPLATTED TRACT OF LAND, ALL A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA.

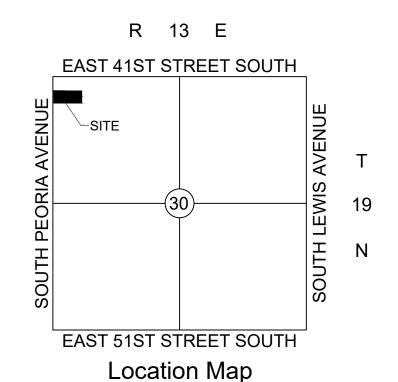


-FOUND

CHISELED "X"

-MUTUAL ACCESS

EASEMENT PER



SCALE: 1"=2000'

OWNERS:

Nordic LLC

4129 South Peoria Avenue, Suite 200 Tulsa, Oklahoma, 74105 CONTACT: TIM S. CLARK SR

4143 LLC

4129 South Peoria Avenue, Suite 200 Tulsa, Oklahoma, 74105 CONTACT: TIM S. CLARK SR

R/W DEDICATED PER -

JENNINGS-ROBARDS

ADDITION (PLAT #705)

N 89°14'46" E

256.87'

COMMITMENT NUMBER

NW CORNER OF SECTION

-FOUND 1/2" REBAR

WITH ILLEGIBLE CAP

-10' U/E PER

THIS PLAT

23-2298-A

35' R/W DEDICATION PER-

JENNINGS-ROBARDS ADDITION

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.

FOUND MAG-NAIL

30, T-19-N, R-13-E

FOUND 3/8" REBAR WITH-

CAP STAMPED "RLS1233"

FOUND 3/8" REBAR WITH-

CAP STAMPED "RLS1233"

Brookside 41, LLC

Nordic Corporation

4129 South Peoria Avenue, Suite 203

Tulsa, Oklahoma, 74105

CONTACT: TIM S. CLARK SR

4129 South Peoria Avenue, Suite 201 Tulsa, Oklahoma, 74105 CONTACT: TIM S. CLARK SR

East 41st Place South N89° 07' 49"E

/ S 01°00'28" E

24' M.A.E.

(PLAT #6215)

SURVEYOR: ENGINEER:

-R/W DEDICATED PER

JENNINGS-ROBARDS

ADDITION (PLAT #705)

N89° 16' 06"E

5' LS/E (PLAT #6215) -

Wallace Design Collective, PC 123 North Martin Luther King Jr Blvd. Tulsa, Oklahoma, 74103 Fayetteville, Arkansas 72703 Phone: (918) 584-5858

OK CA NO. 1460, EXPIRES 6/30/2025 A. NICOLE WATTS P.E. nicole.watts@wallace.design

R/W DEDICATED PER -

THE RETREAT AT

BROOKSIDE (PLAT #6215)

N 89°07'49" E

332.50'

332.50'

__ 5' LS/E (PLAT #6215)

(PLAT #6215)

__ _ _ _ _ _

Blew & Associates, P.A 3825 N. Shiloh Drive

Phone: (479) 443-4506 OK CA NO 5387, EXPIRES ____ DENVER WINCHESTER, PLS 1952

- 24' M.A.E.

(PLAT #6215)

LEGEND

= BUILDING SETBACK

= BOOK = PAGE

= RIGHT-OF-WAY

= SANITARY SEWER EASEMENT = UTILITY EASEMENT

P.O.B. = POINT OF BEGINNING P.O.C. = POINT OF COMMENCEMENT

XXXX **ADDRESS**

BLOCK NUMBER

LOT NUMBER

MONUMENT SET MONUMENT FOUND

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS FOUR (4) LOTS IN ONE (1) BLOCK. SUBDIVISION CONTAINS 151,327 SF (3.47 ACRES)

LOT 1 CONTAINS 75,290 SF (1.73 ACRES)

LOT 2 CONTAINS 20,554 SF (0.47 ACRES)

LOT 3 CONTAINS 12,931 SF (0.30 ACRES) LOT 4 CONTAINS 42,552 SF (0.98 ACRES)

MONUMENTATION

MONUMENTATION FOUND/SET AS NOTED 1/2" IRON PINS TO BE SET AT MAIN BOUNDARY CORNERS

BENCHMARK

NORTHING=407595.205 EASTING=2566745.276

ELEV=634.14

BASIS OF BEARINGS

BASIS OF BEARINGS IS GID NORTH BASED ON THE NORTH PROPERTY LINE. THE BEARING IS DENOTED AS N 89°14'46" E PER GPS COORDINATE OBSERVATIONS OKLAHOMA STATE PLANE, NORTH ZONE NAD 83.

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

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS ENTIRELY LOCATED IN ZONE "X-SHADED" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 40143C0351L, WHICH BEARS AN EFFECTIVE DATE OF 10/16/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

SURVEYOR'S LAST SITE VISIT:

EASEMENT DOCUMENTS:

¬ 10'x50' SEWER EASEMENT □ BOOK 2607, PAGE 252

10'x57.5' SEWER EASEMENT

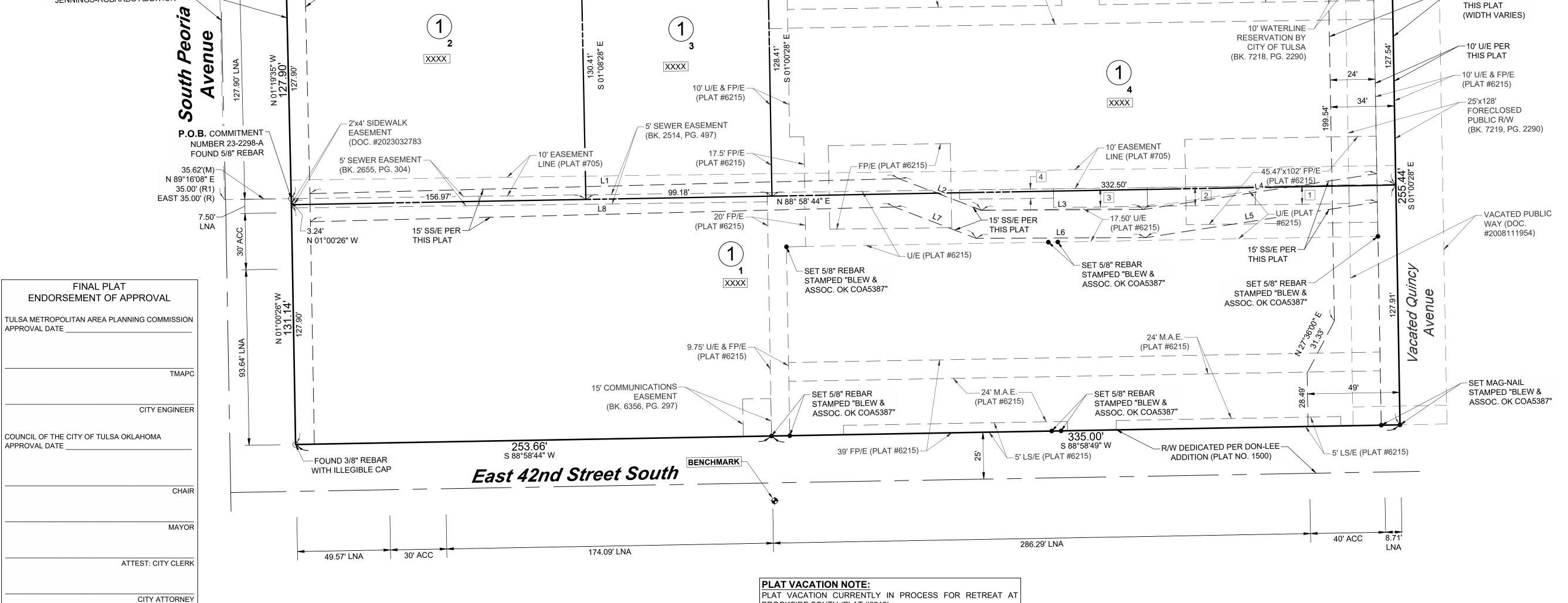
[∠] BOOK 2655, PAGE 301

☐ 10x50' SEWER EASEMENT 의 BOOK 2655, PAGE 302

5'x50' SEWER EASEMENT

BOOK 2655, PAGE 281

PLAT VACATION NOTE: PLAT VACATION CURRENTLY IN PROCESS FOR RETREAT AT BROOKSIDE SOUTH (PLAT #6215) ALL REFERENCED AND PLATTED EASEMENTS RELATING TO PLAT #6215 ARE SUBJECT TO CLOSURE WITH NO RESERVATIONS



DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

FOR THE PURPOSE OF PROVIDING ADEQUATE RESTRICTIVE COVENANTS FOR THE MUTUAL BENEFIT OF OURSELVES AND SUCCESSORS IN TITLE TO THE TRACTS HEREINAFTER DESCRIBED, WE DO HEREBY IMPOSE THE FOLLOWING RESTRICTIVE COVENANTS AND RESERVATIONS, THAT SHALL BE INCUMBENT UPON ALL TRANSFEREES, GRANTEES, AND SUCCESSORS IN TITLE OR INTEREST IN AND TO ANY OF THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:

NORDIC LLC, NORDIC CORPORATION, 4143 LLC AND BROOKSIDE 41 LLC IS THE COMBINED AND DESIGNATE HEREAFTER AS "OWNER" OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF TULSA. TULSA COUNTY STATE OF OKLAHOMA ("JENNINGS-ROBARDS" ADDITION, "THE RETREAT AT BROOKSIDE" ADDITIONS; AND AN UNPLATTED TRACT") BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA; THENCE S01°17'55"E AND ALONG WEST LINE OF SAID SECTION THIRTY(30), FOR A DISTANCE OF 464.51 FEET; THENCE N89°16'08"E, FOR A DISTANCE OF 35.62 FEET TO THE POINT OF BEGINNING; THENCE N1°19'35"W, A DISTANCE OF 127.90 FEET; THENCE S89°14'46"E, A DISTANCE OF 256.87 FEET; THENCE S1°0'28"E, A DISTANCE OF 1.53 FEET; THENCE S89°7'49"E, A DISTANCE OF 332.50 FEET; THENCE S1°0'27"E, A DISTANCE OF 255.44 FEET; THENCE N88°58'49"W, A DISTANCE OF 335.00 FEET; THENCE N88°58'44"W, A DISTANCE OF 253.66 FEET; THENCE N1°0'26"W, A DISTANCE OF 131.2 FEET; TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 3.47 ACRES MORE OR LESS.

SECTION I: PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT 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, FIBER OPTIC, 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 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 RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING, 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 EACH FUTURE LOT OWNER AND SHALL BE ENFORCEABLE BY THE "OWNER", AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, BROADBAND, AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE NORTH, EAST AND WEST PERIMETER BOUNDARIES OF THE SUBDIVISION, IF LOCATED WITHIN A GENERAL UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- 2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION WILL BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER(S) OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT. COVERING A 5 FOOT STRIP EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- 3. THE SUPPLIER(S) OF ELECTRIC, TELEPHONE, BROADBAND, AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES. SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL GENERAL 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 THE UNDERGROUND ELECTRIC, TELEPHONE, BROADBAND, OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER(S) OF THE UTILITY SERVICE.
- 4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, BROADBAND, AND/OR CABLE TELEVISION FACILITIES. THE SUPPLIER(S) OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS
- 5. THE FOREGOING COVENANT SET FORTH IN THE PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER(S) OF THE ELECTRIC, TELEPHONE, BROADBAND, OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

- 1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM
- 2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
- 3. THE CITY OF MUSKOGEE, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- 4. THE CITY OF MUSKOGEE, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 OR SEWER FACILITIES.
- 5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF MUSKOGEE, OKLAHOMA, OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY

D. GAS SERVICE

- 1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
- 2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.
- 3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES. BUT THE OWNER SHALL PAY FOR THE DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- 4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS 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 GAS FACILITIES.
- 5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OR SUCH

STRUCTURE AS MAY BE LOCATED UP ON THE LOTS, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE. THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE. EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

- 6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- E. LIMITS OF ACCESS AND NO ACCESS

THERE SHALL BE TWO POINTS OF ACCESS INTO THE SUBDIVISION. SAID LIMITS OF ACCESS SHALL BE DEPICTED AS "ACC" AND LIMITS OF NO ACCESS AS "LNA".

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, BROADBAND, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAN, 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. RESERVE AREAS

1. RESERVE AREAS "A" AND "B" - STORMWATER DETENTION

RESERVE AREAS "A" AND "B" WILL BE FOR STORM WATER DRAINAGE FACILITIES. SAID AREA WILL BE DEEDED TO AND MAINTAINED BY THE "OWNER" AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF TULSA. NO WALL, FENCE, BUILDING, OR OTHER STRUCTURE SHALL BE PLACED OR MAINTAINED IN THE RESERVE AREA, WITH THE EXCEPTION OF A SUBDIVISION ENTRY SIGN, WHICH SHALL BE ALLOWED IN EITHER RESERVE AREA NEAR THE ENTRY DRIVE TO THE SUBDIVISION. THERE SHALL BE NO ALTERATION OF THE GRADE OR CONTOURS IN THE RESERVE AREA THAT IMPACTS THE FUNCTION OF THE DETENTION AREA

2. RESERVE "C" - OPEN SPACE/PARK

RESERVE AREA "C" IS DESIGNATED AS A PARK AREA FOR THE USE AND ENJOYMENT OF THE RESIDENTS OF BROOKSIDE MARKETPLACE. SAID AREA SHALL BE DEEDED TO AND MAINTAINED BY THE "OWNER".

- 3. THE "OWNER" SHALL OWN RESERVE AREAS "A" AND "B" SHALL NOT CONSTRUCT NOR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH SHOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER OR IMPEDE ACCESS AND ACROSS THE RESERVES. WALKING PATHS AND OR TRIALS WILL BE PERMITTED SO LONG AS THE PLACEMENT DOES NOT IMPEDE DRAINAGE OF STORM AND SURFACE WATERS OR BLOCK ACCESS. IN THE EVENT THE "OWNER" FAILS TO PROPERLY MAINTAIN THE RESERVE OR, IN THE EVENT OF THE PLACEMENT OF ANY OBSTRUCTION WITHIN, OR THE ALTERATION TO THE GRADE, THE CITY OF TULSA MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COST SHALL BE PAID BY THE "OWNER".
- 4. ALL RESERVE AREAS SHALL BE MOWED BY THE "OWNER" DURING GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

H. STORMWATER

1. DRAINAGE FACILITIES CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

- 2. 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 THEIR LOT OR ANY DRAINAGE EASEMENT DESIGNATED ON THE PLAT "BROOKSIDE MARKETPLACE". THE FOREGOING COVENANTS SET FORTH IN PARAGRAPH C SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE "OWNER".
- 3. EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS.
- a. FIRST LINE LOREM IPSUM DOLOR SIT AMET, CONSECTETUER ADIPISCING ELIT. UT NIBH. SUSPENDISSE POTENTI. UT MALESUADA, IPSUM SIT AMET FEUGIAT BIBENDUM, LIGULA NIBH TRISTIQUE IPS.
- b. SECOND LINECONSECTETUER ADIPISCING ELIT. UT NIBH. SUSPENDISSE POTENTI. UT MALESUADA, IPSUM SIT AMET FEUGIAT BIBENDUM, LIGULA NIBH TRISTIQUE IPS.

SECTION II: HOMEOWNERS BUILDING COMMITTEE

ASSOCIATIONS AND COMMITTEES

THE "OWNER", BY AND THROUGH ITS EXECUTIVE DIRECTOR, SHALL BE DESIGNATED TO ACT ON BEHALF OF THE INTERESTS OF THE RESIDENTS OF BROOKSIDE MARKETPLACE AND ACT AS THE REVIEW BODY FOR THE PLACEMENT OF ANY STRUCTURES WITHIN BROOKSIDE MARKETPLACE.

SECTION III: ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT AND DURATION

- 1. SHOULD THE OWNER OF ANY LOT OR LOTS IN "BROOKSIDE MARKETPLACE" VIOLATE ANY OF THE RESTRICTIVE COVENANTS OR CONDITIONS HEREIN, AND, AFTER REASONABLE NOTICE, THEREAFTER REFUSE TO CORRECT THE SAME, THEN THE "OWNER" MAY INSTITUTE LEGAL PROCEEDINGS TO ENJOIN, ABATE, OR COLLECT SUCH VIOLATION OF THE RESTRICTIONS OR COVENANTS. IF FOUND IN VIOLATION, THE VIOLATOR SHALL PAY ALL ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES NECESSARILY INCURRED BY THE PERSON INSTITUTING SUCH LEGAL PROCEEDINGS TO MAINTAIN AND ENFORCE THE AFORESAID RESTRICTIONS AND CONDITIONS.
- 2. THE FOREGOING COVENANTS AND RESTRICTIONS ARE TO RUN WITH THE LAND, AND SHALL BE BINDING ON ALL PERSONS, AND PARTIES CLAIMING UNDER THEM UNTIL DECEMBER 31, 2040, AT WHICH TIME THE SAID COVENANTS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS THE "OWNER" HAS CONVEYED 100 PERCENT (100%) OF THE PROPERTY, OR TWENTY (20) YEARS FROM THE DATE OF THE INITIAL SALE OF A THE LAST LOT DETERMINED TO BE DEVELOPED WITHIN THIS SUBDIVISION, WHICHEVER SHALL OCCUR FIRST; AND THEN THE FOREGOING COVENANTS AND RESTRICTIONS SHALL BE EXTENDED BY A VOTE OF THE THEN EXISTING LOT OWNERS.
- 3. THE RESTRICTIONS AND COVENANTS CONTAINED HEREIN MAY BE AMENDED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE "OWNER" ONCE ESTABLISHED.
- 4. IN THE EVENT THAT ANY PROVISION, CLAUSE, SENTENCE, SECTION OR OTHER PART OF THE FORGOING RESTRICTIONS AND COVENANTS IS HELD TO BE INVALID, ILLEGAL, INAPPLICABLE, UNCONSTITUTIONAL, CONTRARY TO PUBLIC POLICY, VOID OR UNENFORCEABLE IN LAW TO ANY PERSON OR CIRCUMSTANCE, THE BALANCE OF THE RESTRICTIONS AND COVENANTS SHALL NEVERTHELESS REMAIN IN FULL FORCE AND EFFECT.

CERTIFICATE OF OWNERSHIP	
IN WITNESS WHERE, "OWNER" HAS CAUSED THIS CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS DAY OF, 2023.	
BY	
TITLE	
STATE OF OKLAHOMA)	
OUNTY OF TULSA)	
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS PERSONALLY APPEARED, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THEIR NAMES AS THE MAKERS THEREOF TO THE FOREGOING INSTRUMENT AND USES AND PURPOSE SET FOURTH THEREIN.GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.	
BY	
NOTARY PUBLIC	
MY COMMISSION EXPIRES MY COMMISSION NUMBER IS	
CERTIFICATE OF SURVEY	
I, R. WESLEY BENNETT, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, STAKED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE AND THAT THE ACCOMPANYING PLAT OF THE ABOVE DESIGNATED "BROOKSIDE MARKETPLACE". A SUBDIVISION IN TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF SAID SURVEY DATED THIS	
R. WESLEY BENNETT PLS #1562 BENNETT OKLAHOMA OKLAHOMA	
STATE OF OKLAHOMA)	
COUNTY OF TULSA)	
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS PERSONALLY APPEARED R. WESLEY BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THEIR NAMES AS THE MAKERS THEREOF TO THE FOREGOING INSTRUMENT AND USES AND PURPOSE SET FOURTH THEREIN. GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.	
BY	
NOTARY PUBLIC	
MY COMMISSION EXPIRES MY COMMISSION NUMBER IS	
IN WITNESS WHEREOF: THE CITY OF TULSA, AN OKLAHOMA MUNICIPAL CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS DAY OF, 2023.	
THE CITY OF TULSA, AN OKLAHOMA MUNICIPAL CORPORATION	
BY:	
G.T. Bynum, Mayor	
ATTEST:	
City Clerk	

Before me, a Notary Public in and for said County and State, on the _____ day of _____, 2023, personally appeared G.T. Bynum, to me

known to be the identical person who executed the within and foregoing instrument as Mayor of the City of Tulsa, Oklahoma, a municipal corporation,

and acknowledged to me that he executed the within and foregoing instrument as his free and voluntary act and deed and as the free and voluntary

act and deed of the City of Tulsa, an Oklahoma municipal corporation, for the uses and purposes therein set forth.

Notary Public

STATE OF OKLAHOMA

COUNTY OF TULSA

APPROVED:

Assistant City Attorney

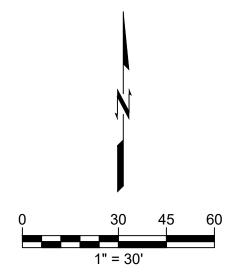
My commission expires:

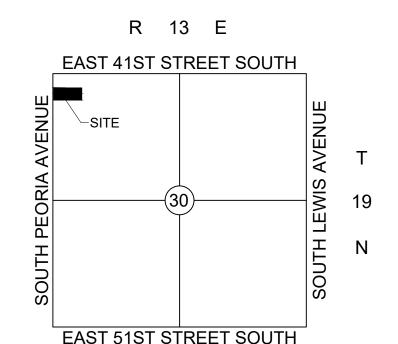
DATE: 10/3/2023 BROOKSIDE MARKETPLACE PRELIMINARY PLAT SHEET 2 OF 2

PRELIMINARY PLAT

BROOKSIDE MARKETPLACE

A REPLAT OF LOTS 1 THRU 5, BLOCK 4, JENNINGS-ROBARDS ADDITION, ALL OF THE RETREAT AT BROOKSIDE, ADDITIONS TO THE CITY OF TULSA, AND AN UNPLATTED TRACT OF LAND, ALL A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF TULSA. TULSA COUNTY. STATE OF OKLAHOMA.





Location Map

SCALE: 1"=2000'

OWNERS:

Nordic LLC 4129 South Peoria Avenue, Suite 200

Tulsa, Oklahoma, 74105 CONTACT: TIM S. CLARK SR

4143 LLC

4129 South Peoria Avenue, Suite 200 Tulsa, Oklahoma, 74105 CONTACT: TIM S. CLARK SR

COMMITMENT NUMBER

Brookside 41, LLC 4129 South Peoria Avenue, Suite 201 Tulsa, Oklahoma, 74105 CONTACT: TIM S. CLARK SR

Nordic Corporation

4129 South Peoria Avenue, Suite 203

Tulsa, Oklahoma, 74105

CONTACT: TIM S. CLARK SR

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:

Blew & Associates, P.A 3825 N. Shiloh Drive Fayetteville, Arkansas 72703 Phone: (479) 443-4506

OK CA NO 5387, EXPIRES ____ DENVER WINCHESTER, PLS 1952

LEGEND

= BUILDING SETBACK

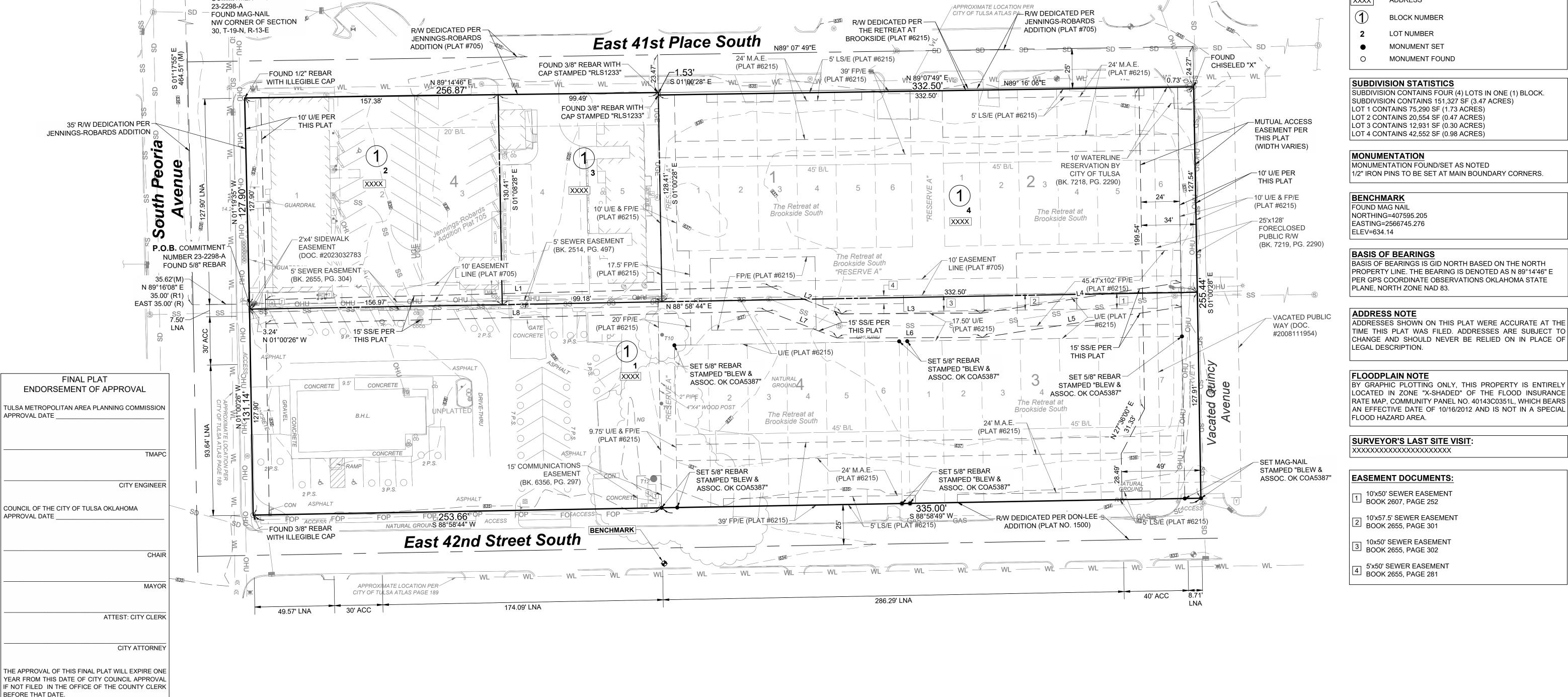
= BOOK = PAGE

= RIGHT-OF-WAY

= SANITARY SEWER EASEMENT

= UTILITY EASEMENT P.O.B. = POINT OF BEGINNING P.O.C. = POINT OF COMMENCEMENT

ADDRESS



DATE: 10/3/2023 BROOKSIDE MARKETPLACE PRELIMINARY PLAT SHEET 1 OF 2 CONCEPTUAL IMPROVEMENTS PLAN

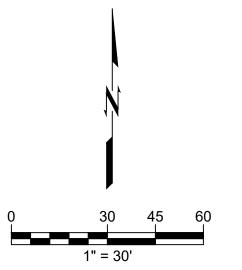
BROOKSIDE MARKETPLACE

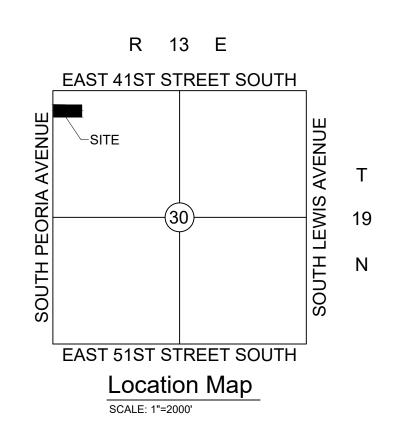
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OK CA NO. 1460, EXPIRES 6/30/2025

A. NICOLE WATTS P.E.

nicole.watts@wallace.design





OWNERS:

Nordic LLC 4129 South Peoria Avenue, Suite 200

Tulsa, Oklahoma, 74105 CONTACT: TIM S. CLARK SR

4143 LLC

4129 South Peoria Avenue, Suite 200 Tulsa, Oklahoma, 74105 CONTACT: TIM S. CLARK SR

30' ACC

49.57' LNA

HYDRANT

Brookside 41, LLC

Nordic Corporation

4129 South Peoria Avenue, Suite 203

Tulsa, Oklahoma, 74105

CONTACT: TIM S. CLARK SR

4129 South Peoria Avenue, Suite 201 Tulsa, Oklahoma, 74105 CONTACT: TIM S. CLARK SR

ENGINEER: SURVEYOR:

Wallace Design Collective, PC Blew & Associates, P.A 123 North Martin Luther King Jr Blvd. 3825 N. Shiloh Drive Tulsa, Oklahoma, 74103 Fayetteville, Arkansas 72703 Phone: (918) 584-5858

Phone: (479) 443-4506 OK CA NO 5387, EXPIRES ____ DENVER WINCHESTER, PLS 1952

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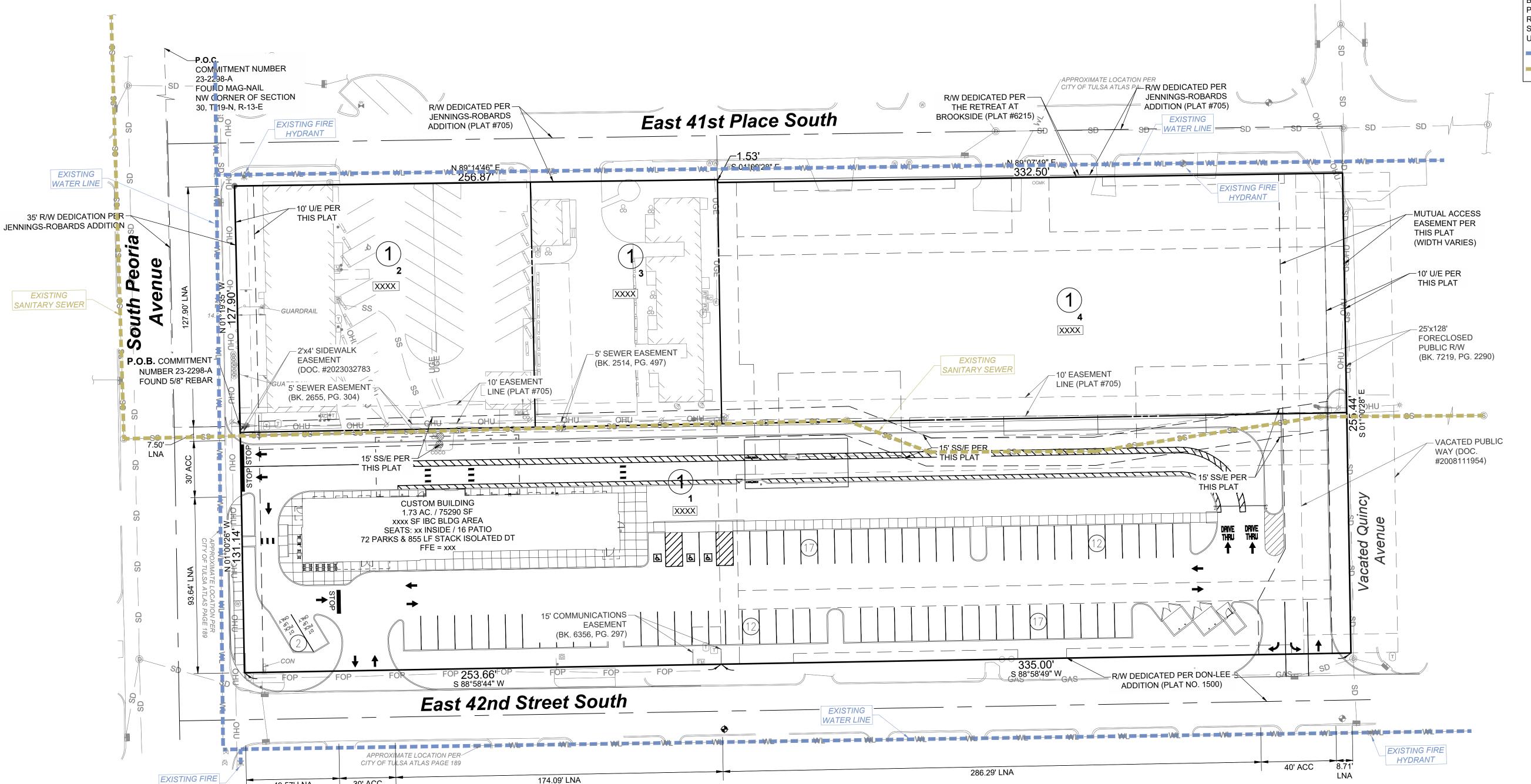
= BUILDING SETBACK = BOOK

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= SANITARY SEWER EASEMENT = UTILITY EASEMENT

■ ■ ■ EXISTING WATER

EXISTING SANITARY SEWER

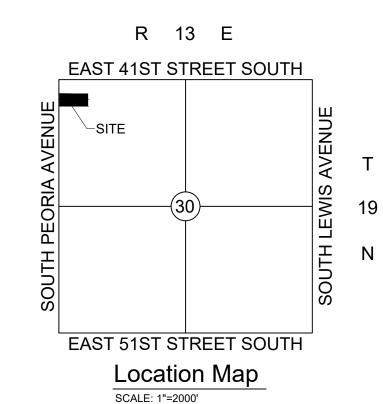


NOTE: PROPOSED SITE LAYOUT BY OTHERS

PRELIMINARY PLAT

BROOKSIDE MARKETPLACE

A REPLAT OF LOTS 1 THRU 5, BLOCK 4, JENNINGS-ROBARDS ADDITION , ALL OF THE RETREAT AT BROOKSIDE, ADDITIONS TO THE CITY OF TULSA, AND AN UNPLATTED TRACT OF LAND, ALL A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY (30), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA.



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APPROXIMATE LOCATION PER CITY OF TULSA ATLAS PAGE 189

APPROVAL DATE

APPROVAL DATE

BEFORE THAT DATE.

MAYOR

ATTEST: CITY CLERK

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

Tulsa, Oklahoma, 74105 CONTACT: TIM S. CLARK SR

Brookside 41, LLC 4129 South Peoria Avenue, Suite 201 Tulsa, Oklahoma, 74105 CONTACT: TIM S. CLARK SR

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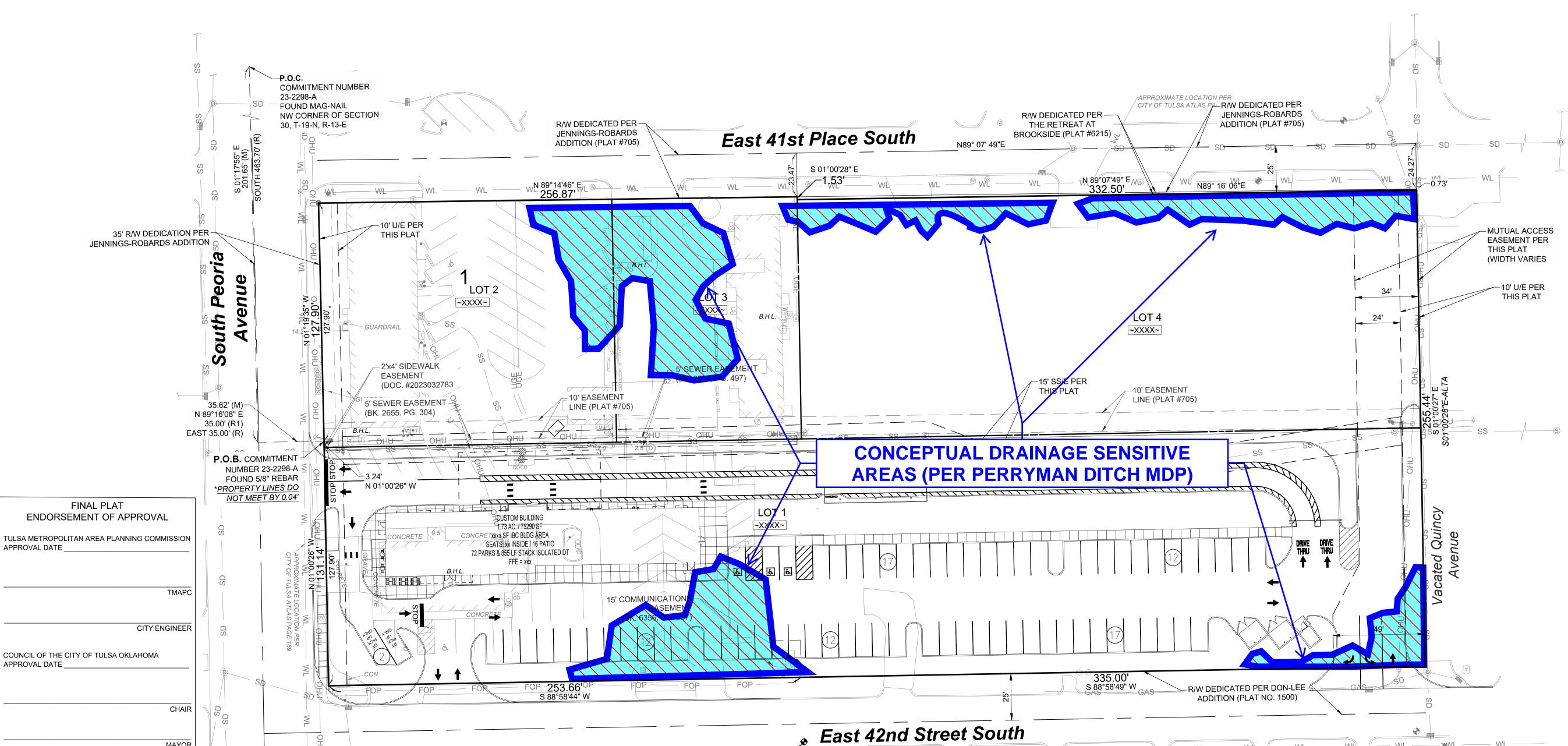
OK CA NO. 1460, EXPIRES 6/30/2025 A. NICOLE WATTS P.E. nicole.watts@wallace.design

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Phone: (479) 443-4506 OK CA NO 5387, EXPIRES ____ DENVER WINCHESTER, PLS 1952



LEGEND

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SUBDIVISION STATISTICS

SUBDIVISION CONTAINS FOUR (4) LOTS IN ONE (1) BLOCK. SUBDIVISION CONTAINS 151,324 SF (3.47 ACRES) LOT 1 CONTAINS 75,284 SF (1.73 ACRES) LOT 2 CONTAINS 20,554 SF (0.0.47 ACRES)

LOT 3 CONTAINS 12,932 SF (0.30 ACRES) LOT 4 CONTAINS 42,554 SF (0.98 ACRES)

MONUMENTATION

MONUMENTATION FOUND AS NOTED.

BENCHMARK FOUND MAG NAIL

NORTHING=407595.205 EASTING=2566745.276 ELEV=634.14

BASIS OF BEARINGS

BASIS OF BEARINGS IS GID NORTH BASED ON THE NORTH PROPERTY LINE. THE BEARING IS DENOTED AS N 89°14'46" E PER GPS COORDINATE OBSERVATIONS OKLAHOMA STATE PLANE, NORTH ZONE

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

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS ENTIRELY LOCATED IN ZONE "X-SHADED" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 40143C0351L, WHICH BEARS AN EFFECTIVE DATE OF 10/16/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

DATE OF SURVEYOR'S LAST SITE VISIT:

XXXXXXXXXXX