



Tulsa Metropolitan Area
Planning Commission

Case: Northwest Passage I

Hearing Date: October 4, 2023

Case Report Prepared by:

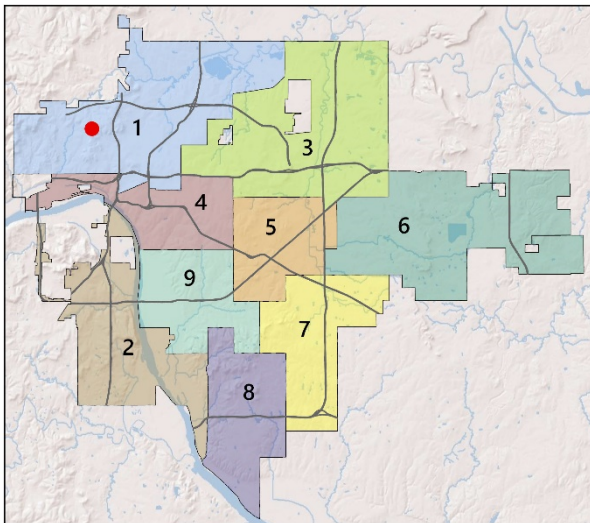
Nathan Foster

Owner and Applicant Information:

Applicant: TEP, Jack Taber

Owner: DR Horton, Brian Doyle

Location Map:
(shown with City Council districts)



Applicant Proposal:

Preliminary Plat

101 lots, 9 blocks, on 27.5 ± acres

Location: East of the northeast corner of North
Gilcrease Museum Road and Apache Street North

Zoning: RS-3, PUD-624-A

Staff Recommendation:

Staff recommends **approval** of the preliminary plat

City Council District: 1

Councilor Name: Vanessa Hall-Harper

County Commission District: Osage District 3

Commissioner Name: Charlie Cartwright

PRELIMINARY SUBDIVISION PLAT

Northwest Passage I - (CD 1)

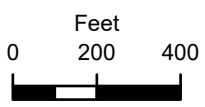
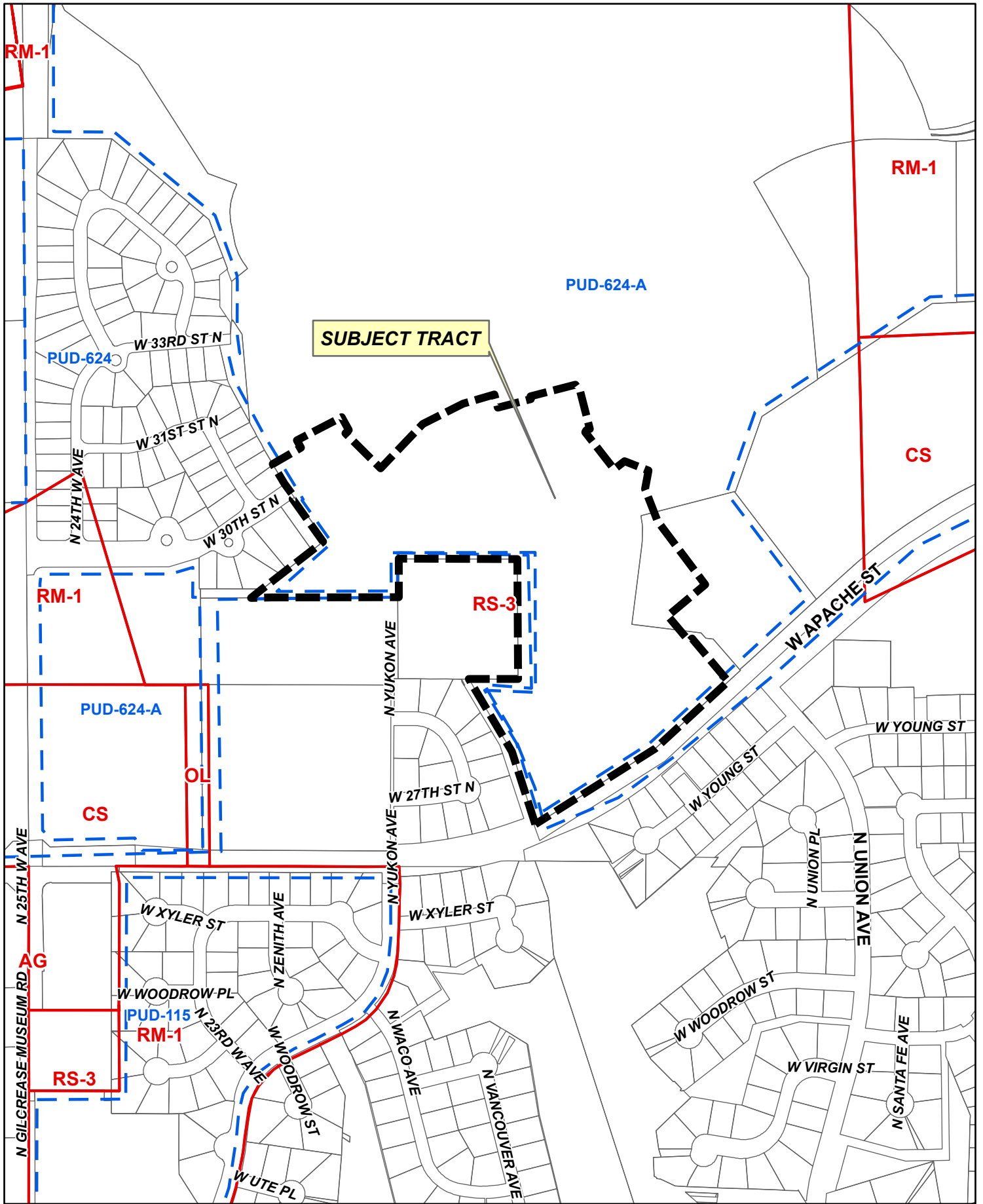
East of the northeast corner of North Gilcrease Museum Road and Apache Street North

This plat consists of 101 lots, 9 blocks on 27.5 ± acres.

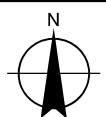
The Technical Advisory Committee (TAC) met on September 21, 2023 and provided the following conditions:

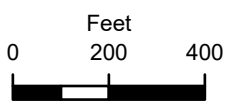
- 1. Zoning:** The property is zoned RS-3 with a Planned Unit Development (PUD-624-A). Final subdivision plans are required to comply with the standards adopted in PUD-624-A. PUD number must remain on the face of the plat and applicable standards must be included in the deed of dedication.
- 2. Addressing:** City of Tulsa addresses and street names must be assigned and affixed to the face of the final plat along with the address disclaimer.
- 3. Transportation & Traffic:** Sidewalks and appropriate ADA compliant ramps are required along all street frontages. Right-of-way permits will be required for driveways connecting to public streets. IDP approval is required prior to final plat approval. Label and dimension all street right-of-way included in the plat or adjacent to the plat with either recording information or “dedicated by plat”. Right-of-way dedications are required to comply with major street and highway plan. Provide a connection to the unplatted property in the center of the subdivision to establish connectivity for potential future development. Reconfigure West 26th Place North to eliminate Reserve C. Stub streets are required to comply with Section 5-060.5 of the Subdivision Regulations including notes on the face of the plat and signage installed to indicate future connections. Any stub streets exceeding 150 feet in length will be required to provide approved turnarounds.
- 4. Sewer/Water:** Label and dimension all required or existing easements. Any required offsite easements are required to be recorded and recording information must be provided on the final plat. IDP approval is required for all sewer and water extensions prior to approval of the final plat.
- 5. Engineering Graphics:** Submit subdivision control data sheet with final plat. Remove contours from final plat. Under the basis of bearing information, include the coordinate system used. Provide a bearing angle shown on the face of the plat. Graphically show all pins found or set that are associated with the plat.
- 6. Stormwater, Drainage, & Floodplain:** IDP approval for storm sewer improvements is required prior to final plat approval. Label and dimension all required or existing easements. Any required offsite easements are required to be recorded and recording information must be provided on the final plat.
- 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 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.



Northwest Passage I



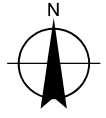


Subject Tract









Northwest Passage I

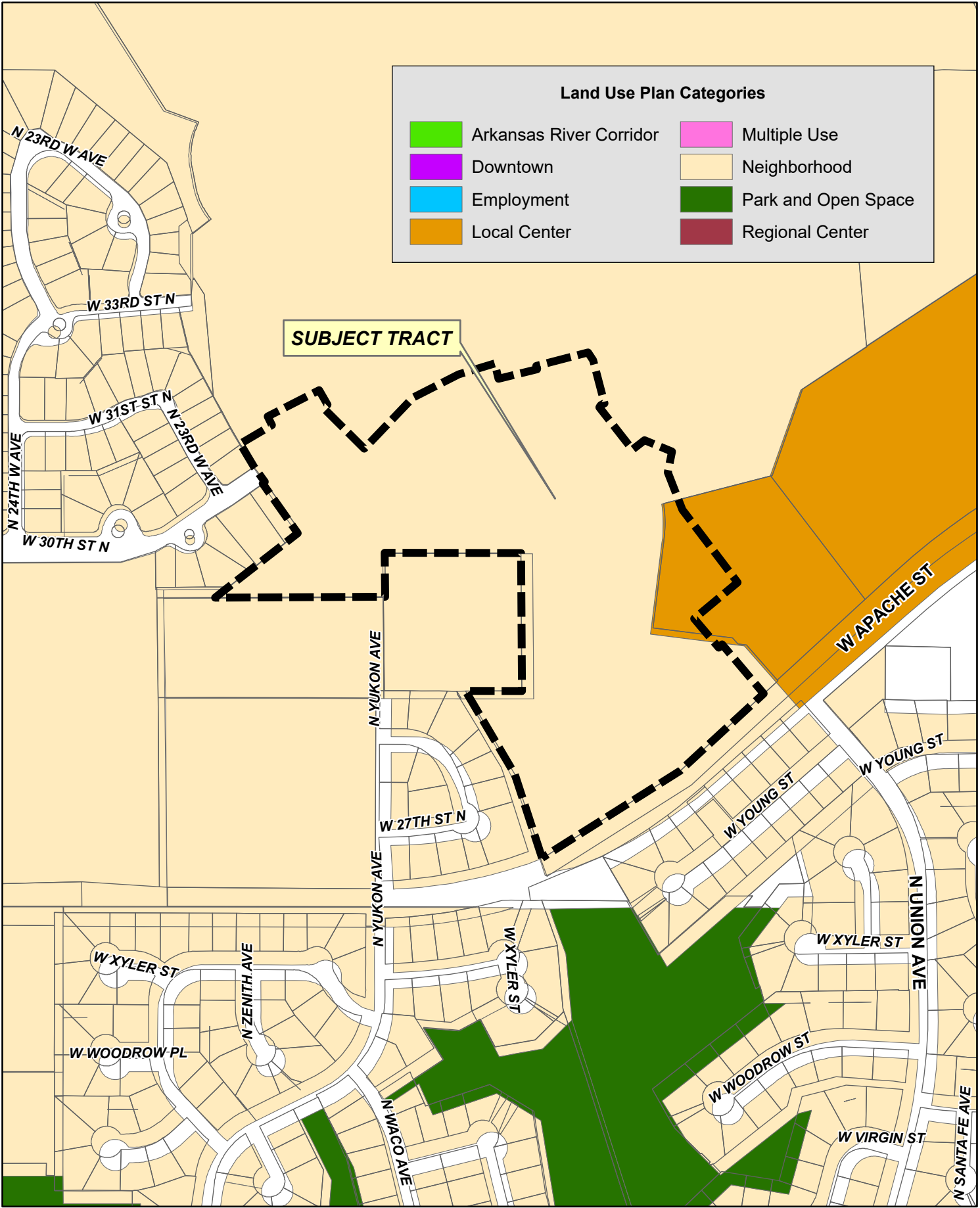
Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: 2021

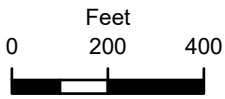


Land Use Plan Categories

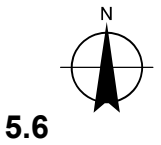
	Arkansas River Corridor		Multiple Use
	Downtown		Neighborhood
	Employment		Park and Open Space
	Local Center		Regional Center



SUBJECT TRACT



Northwest Passage I



STATE OF OKLAHOMA } ss.
COUNTY OF OSAGE }
I, Robin Slack, Osage County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.
Dated this _____ day of _____ 20____
Robin Slack, Osage County Clerk

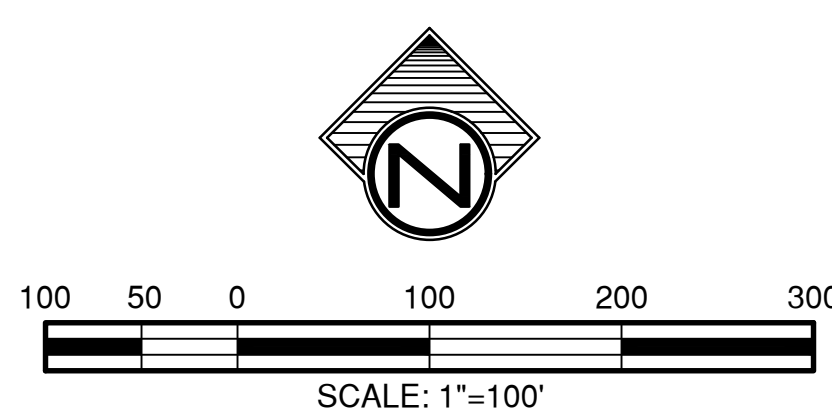
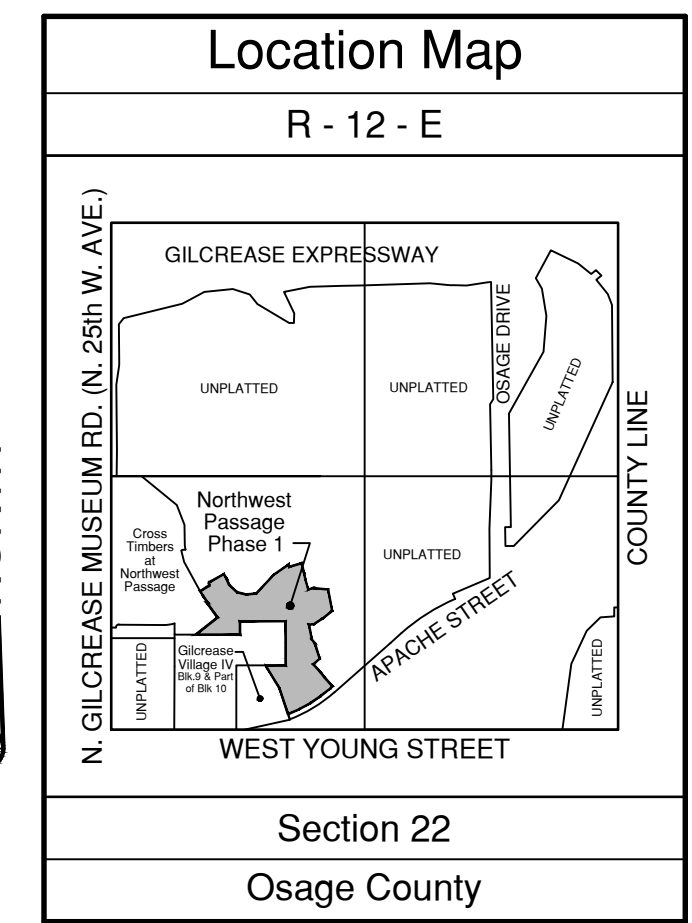
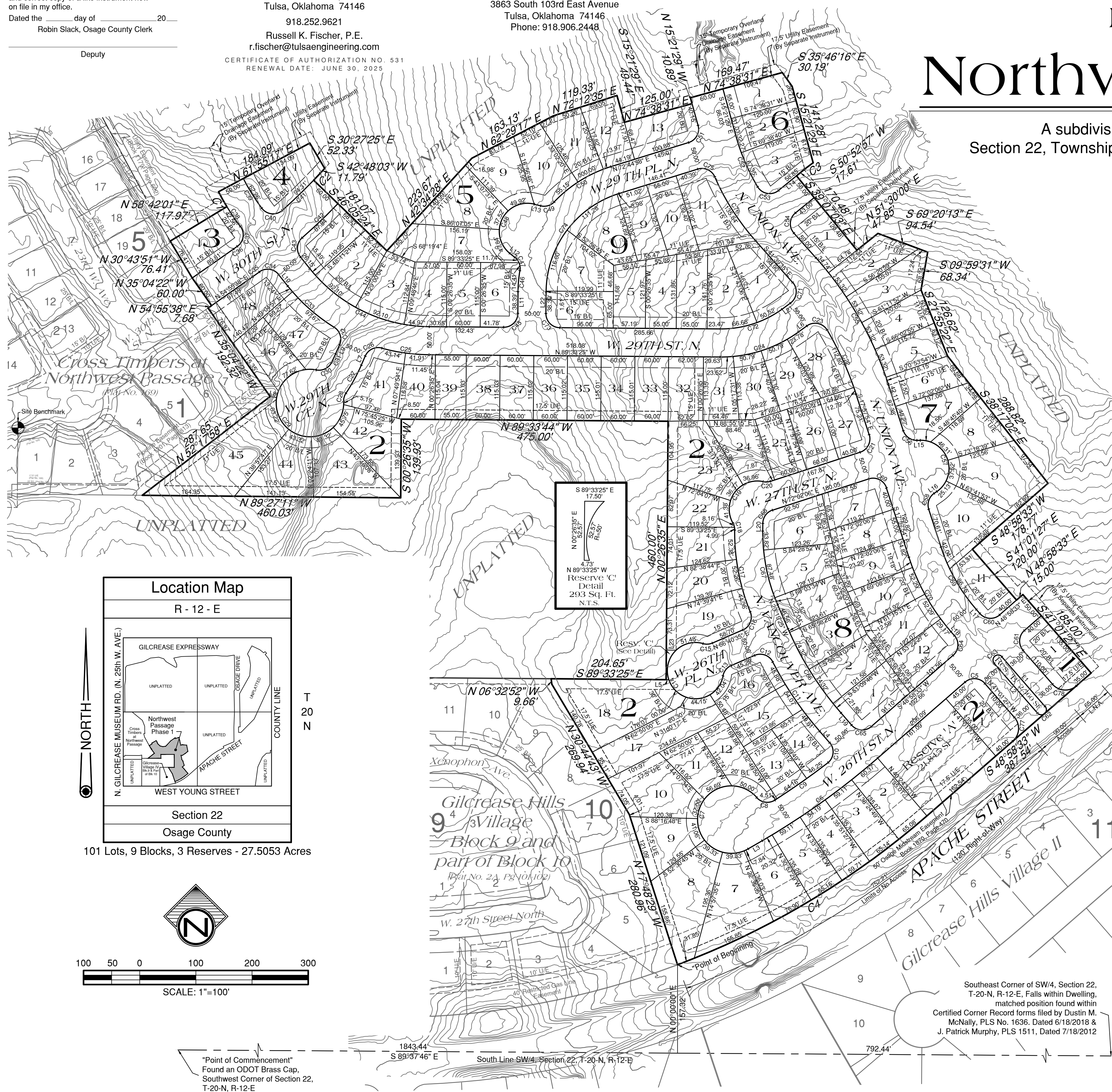
ENGINEER / SURVEYOR
Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
918.252.9621
Russell K. Fischer, P.E.
r.fischer@tulsaengineering.com
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2025

OWNER / DEVELOPER
D.R. Horton - Texas, LTD.,
A Texas Limited Partnership
3863 South 103rd East Avenue
Tulsa, Oklahoma 74146
Phone: 918.906.2448

CERTIFICATE
I, _____ hereby
certify that all real estate taxes involved in this plat have
been paid as reflected by the current tax rolls. Security as required
has been provided in the amount of \$ _____
per receipt no. _____ to applied to 20 _____ taxes.
This certificate is NOT to be construed as payment of 20 _____
taxes in full but is given in order that this plat may be filed on record.
20 _____ taxes could exceed the amount of the security deposit.
Dated _____ 20 ____
by _____
County Treasurer Osage County, Oklahoma

Preliminary Plat
PUD No. 624
Northwest Passage I

A subdivision in the City of Tulsa, being a part of the SW/4
Section 22, Township 20 North, Range 12 East of the Indian Base and Meridian,
Osage County, State of Oklahoma



No.	Delta	Radius	Length	Chord Bearing	Chord Length
C1	04°06'08"	425.00'	30.43'	N 29°14'55" W	30.42'
C2	01°02'27"	970.00'	17.06'	S 43°18'16" W	17.06'
C3	04°10'43"	275.00'	20.06'	S 52°58'19" W	20.05'
C4	20°22'11"	1461.72'	519.67'	S 59°09'39" W	516.94'
C5	90°00'00"	25.00'	39.27'	N 86°01'27" W	35.36'
C6	10°56'42"	1325.00'	253.11'	S 54°26'54" W	252.72'
C7	259°01'14"	60.00'	271.25'	N 09°25'52" E	92.58'
C8	81°31'10"	25.00'	35.57'	S 81°49'06" E	32.64'
C9	05°09'50"	1275.00'	114.91'	N 54°50'24" E	114.87'
C10	93°16'56"	25.00'	40.70'	N 05°37'01" E	36.35'
C11	13°43'44"	625.00'	149.76'	N 34°02'55" E	149.40'
C12	86°01'43"	25.00'	37.54'	N 70°18'34" W	34.11'
C13	56°05'04"	25.00'	24.47'	S 38°38'02" W	23.51'
C14	275°14'47"	50.00'	240.20'	N 31°47'06" E	67.40'
C15	39°09'43"	25.00'	17.09'	N 86°15'26" E	16.76'
C16	88°47'36"	25.00'	38.74'	N 22°16'47" E	34.98'
C17	22°45'56"	375.00'	149.00'	N 10°44'03" W	148.02'
C18	30°08'09"	25.00'	13.15'	N 14°25'10" W	13.00'
C19	131°26'55"	50.00'	114.71'	N 36°14'13" E	91.16'
C20	29°55'35"	25.00'	13.06'	N 86°59'53" E	12.91'
C21	90°00'00"	25.00'	39.27'	N 27°02'06" E	35.36'
C22	12°37'27"	570.00'	125.59'	N 24°16'38" W	125.34'
C23	95°15'50"	25.00'	41.57'	N 78°13'16" W	36.94'
C24	36°17'46"	235.00'	148.87'	S 72°17'42" W	146.39'
C25	14°59'39"	325.00'	85.05'	N 82°03'35" W	84.81'
C26	81°47'12"	25.00'	35.69'	S 64°32'38" W	32.73'
C27	10°02'38"	325.00'	56.97'	S 28°40'21" W	56.90'
C28	96°06'21"	25.00'	15.75'	S 15°36'29" W	15.49'
C29	283°18'45"	60.00'	296.68'	N 40°45'19" W	74.45'
C30	73°42'01"	25.00'	32.16'	N 64°03'03" E	29.99'
C31	03°33'01"	275.00'	17.04'	N 25°25'32" E	17.04'
C32	81°47'12"	25.00'	35.69'	N 17°14'35" W	32.73'
C33	19°33'12"	325.00'	110.91'	N 48°21'35" W	110.38'
C34	87°17'01"	25.00'	38.08'	N 82°13'29" W	34.51'
C35	00°47'37"	1030.00'	14.27'	S 54°31'49" W	14.27'
C36	00°29'14"	970.00'	8.25'	N 54°41'01" E	8.25'
C37	91°29'40"	25.00'	39.91'	N 08°42'04" E	35.81'
C38	05°44'17"	425.00'	42.56'	N 34°10'07" W	42.56'
C39	09°30'46"	375.00'	62.26'	S 31°50'11" E	62.19'
C40	95°02'09"	25.00'	41.47'	S 84°06'39" E	36.87'
C41	04°33'46"	970.00'	77.25'	N 46°05'23" E	77.23'
C42	04°53'10"	1030.00'	67.84'	S 46°15'27" W	67.81'
C43	87°17'01"	25.00'	38.08'	S 05°03'32" W	34.51'
C44	50°58'26"	275.00'	244.66'	S 64°04'12" E	236.67'
C45	90°00'00"	25.00'	39.27'	N 45°26'35" E	35.36'
C46	09°11'18"	235.00'	37.59'	N 05°32'13" E	37.64'
C47	60°33'57"	25.00'	26.43'	N 20°30'08" W	25.21'
C48	155°05'54"	50.00'	135.26'	N 26°34'21" E	97.63'
C49	60°33'57"	25.00'	26.43'	N 73°47'49" E	25.21'
C50	29°14'07"	235.00'	119.91'	N 58°07'54" E	118.61'
C51	88°06'26"	25.00'	38.44'	N 28°41'44" E	25.37'
C52	15°25'35"	370.00'	99.62'	S 23°04'16" E	99.32'
C53	98°19'59"	25.00'	42.91'	S 79°57'03" E	37.98'
C54	92°32'32"	25.00'	40.38'	S 04°36'41" W	36.13'
C55	23°41'11"	430.00'	260.54'	S 29°48'45" E	258.68'
C56	73°03'59"	25.00'	31.88'	S 54°29'53" E	29.76'
C57	146°07'57"	50.00'	127.52'	S 17°57'54" E	95.66'
C58	73°03'59"	25.00'	31.88'	S 18°34'05" W	29.76'
C59	23°03'33"	320.00'	128.79'	S 29°29'41" E	127.92'
C60	90°00'00"	25.00'	39.27'	S 86°01'27" E	35.36'
C61	90°00'00"	25.00'	39.27'	N 03°58'33" E	35.36'
C62	180°00'00"	9.00'	28.27'	S 48°58'33" W	18.00'
C63	180°00'00"	9.00'	28.27'	N 48°58'33" E	18.00'
C64	90°00'00"	25.00'	39.27'	S 03°58'33" W	35.36'
C65	90°00'00"	25.00'	39.27'	N 86°01'27" W	35.36'
C66	17°42'02"	575.00'	177.64'	N 32°10'26" W	176.93'
C67	23°46'00"	3250.00'	134.81'	N 11°26'25" W	133.85'
C68	71°35'31"	25.00'	31.24'	N 36°14'20" E	29.25'
C69	90°00'00"	25.00'	39.27'	S 62°57'54" E	35.36'
C70	23°03'33"	380.00'	152.93'	S 29°29'41" E	151.90'
C71	95°48'24"	25.00'	41.80'	S 61°43'7" W	37.10'
C72	36°17'46"	185.00'	117.91'	S 72°17'42" W	115.25'
C73	90°00'00"	25.00'	39.27'	N 44°33'25" W	35.36'
C74	72°10'23"	185.00'	233.47'	N 36°35'46" E	218.28'
C75	83°41'28"	25.00'	36.52'	S 65°24'18" E	33.36'
C76	18°06'01"	430.00'	135.84'	S 32°36'35" E	135.28'
C77	90°00'00"	30.00'	47.12'	S 03°58'33" W	33.36'
C78	90°00'00"	30.00'	47.12'	N 86°01'27" W	33.36'

Lot Areas	
Block	Lot Area (S.F.)
1	8,448
2	8,470
3	8,393
4	7,698
5	8,402
6	9,061
7	14,291
8	15,350
9	9,961
10	12,711
11	17,109
12	8,110
13	6,712
14	7,949
15	6,998
16	8,408
17	12,925
18	18,794
19	11,111
20	8,651
21	7,953
22	7,350
23	12,772
24	8,230
25	6,780
26	6,790
27	7,210
28	8,574
29	7,319
30	7,250
31	6,633
32	7,079
33	5,900
34	6,900
35	6,901
36	6,901
37	6,901
38	6,327
39	6,327
40	7,053
41	9,323
42	10,666
43	11,813
44	10,492
45	19,393
46	8,643
47	10,428
48	9,507
9	7,070
10	7,468
11	11,013

Line Table		
No.	Bearing	Distance
L1	S 41°01'27" E	117.00'
L2	N 41°01'27" W	117.00'
L3	S 59°55'15" W	28.29'
L4	N 41°01'27" W	26.63'
L5	N 41°01'27" E	4.72'
L6	S 54°06'49" W	18.42'
L7	S 23°39'02" W	17.70'
L8	S 80°40'02" E	11.81'
L9	N 23°39'02" E	17.70'
L10	N 38°34'59" W	26.15'
L11	N 00°26'35" E	38.39'
L12	S 50°56'06" W	11.74'
L13	S 75°55'12" E	11.74'
L14	S 50°52'57" W	41.24'
L15	N 88°58'07" E	6.09'
L16	S 55°06'04" W	6.09'
L17	S 41°01'27" E	9.31'
L18	N 41°01'27" E	9.31'
L19	N 41°01'27" W	28.68'
L20	N 00°26'35" E	13.62'
L21	S 54°06'49" W	18.42'
L22	N 00°26'35" E	38.39'
L23	N 89°33'25" W	17.50'

Floodplain Note
The subject property is located within an area designated as Zone X (Area of Minimal Flood Hazard) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 40113C1234K, with an effective date of April 2, 2008, for Community No. 400146, City of Tulsa in Osage County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which said premises is situated. Subject property is also not contained within a Regulatory Floodplain per Panel No. 28 of the Tulsa Regulatory and FEMA Floodplain maps, dated August 9, 2021.

Legend
L.N.A. = Limits of No Access
Res. = Reserve
U/E = Utility Easement

Surveyor's Note
Date of Last Field Visit: September 29, 2022

Monument Notes
A 3/8" x 18" delformed bar with a yellow plastic cap stamped "CA531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.
A 3/8" x 18" delformed bar with a yellow plastic cap stamped "CA531" to be set at all lot corners after completion of improvements, unless noted otherwise.
A 3/8" x 18" delformed bar with a yellow plastic cap stamped "CA531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, centers of cul-de-sacs and centers of eyebrow, after completion of improvements.

Basis of Bearings
The non-astronomic bearings shown hereon are based on an assumed bearing of S 89°37'46" E along the South line of the SW/4 of Section 22, T-20-N, R-12-E of the Indian Base and Meridian, Osage County, State of Oklahoma, according to the U.S. Government Survey thereof.

Benchmarks
Offsite Benchmark
ADS 2016-25
A 5/8" Rebar - 3" aluminum cap - flush, stamped 2016-25, set in concrete post 36" in ground approximately 40' west and 550' south of intersection of West 98th Street North and Martin Luther King Jr. Boulevard
Northing: 444,526.27'
Easting: 2,660,398.67'
Elevation: 681.40'

Site Benchmark
Top of a 3/8" Steel Pin with a Plastic Cap Stamped "TEP CA531" at the Northwest Corner of Lot 1, Block 1, Cross Timbers at Northwest Passage, Plat No. 169.
Northing: 439,294.36'
Easting: 2,553,455.47'
Elevation: 836.39'

Horizontal Datum: Oklahoma State Plane Coordinate System-North Zone
Vertical Datum: North American Vertical Datum of 1988

Backflow Preventer Valve
If the actual finished floor elevation is lower than one (1) foot above the upstream sanitary sewer manhole top of rim elevation, it shall be the builder's responsibility to install a backflow preventer valve near the building. The builder is responsible to comply with all city ordinances regarding the installation of any required backflow preventer valve.

Lot Addresses
Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of the legal description.

**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 the date of City Council approval if not filed in the Office of the County Clerk before that date.

Northwest Passage I
Date: September 8, 2023 Sheet 1 of 3

Northwest Passage I

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
P.U.D. No. 624-A

KNOW ALL MEN BY THESE PRESENTS:

D.R. HORTON-TEXAS, LTD., a Texas limited partnership, hereinafter referred to as the "Owner/Developer", is the owner of the following described land in the City of Tulsa, Osage County, State of Oklahoma, to wit:

A tract of land contained within the Southwest Quarter (SW/4) of Section Twenty-Two (22), Township Twenty (20) North, Range Twelve (12) East of the Indian Base and Meridian, Osage County, State of Oklahoma, according to the US Government Survey thereof, being more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter (SW/4);

Thence S 89°37'46" E, along the south line of said Southwest Quarter (SW/4), a distance of 1843.44 feet;

Thence N 00°00'00" E a distance of 157.32 feet to the "Point of Beginning", said point being on the northerly Right-of-Way line of West Apache Street, said point also being at the southeast corner of "Gilcrease Hills Village IV, Block 9 and part of Block 10", Plat No. 2A, Pages 101-102, as filed in the office of the Osage County Clerk;

Thence N 17°48'29" W, along the easterly line of said Plat No. 2A, a distance of 280.96 feet;

Thence N 30°44'43" W, continuing along said easterly line, a distance of 269.94 feet;

Thence N 06°32'52" W, continuing along said easterly line, a distance of 9.66 feet to the northeast corner thereof;

Thence S 89°33'25" E a distance of 204.65 feet;

Thence N 00°26'35" E a distance of 460.00 feet;

Thence N 89°33'44" W a distance of 475.00 feet;

Thence S 00°26'35" W a distance of 139.93 feet;

Thence N 89°27'11" W a distance of 460.03 feet to the south-southeast corner of "Cross Timbers at Northwest Passage", Plat No. 169, as filed in the office of the Osage County Clerk;

Thence along the southeasterly and northeasterly lines of said Plat No. 169, the following five (5) courses:

N 52°17'58" E a distance of 287.65 feet;

N 35°04'22" W a distance of 192.32 feet;

N 54°55'38" E a distance of 7.68 feet;

N 35°04'22" W a distance of 60.00 feet;

N 30°43'51" W a distance of 76.41 feet;

Thence N 58°42'01" E a distance of 117.97 feet;

Thence along a non-tangent curve to the right with a central angle of 04°06'08", a radius of 425.00 feet, an arc length of 30.43 feet, a chord bearing of N 29°14'55" W and a chord length of 30.42 feet;

Thence N 61°55'17" E a distance of 184.09 feet;

Thence S 30°27'25" E a distance of 52.33 feet;

Thence S 42°48'03" W a distance of 11.79 feet;

Thence along a tangent curve to the right with a central angle of 01°00'27", a radius of 970.00 feet, an arc length of 17.06 feet, a chord bearing of S 43°18'16" W and a chord length of 17.06 feet;

Thence S 46°05'24" E a distance of 181.07 feet;

Thence N 42°34'28" E a distance of 223.67 feet;

Thence N 62°29'17" E a distance of 163.13 feet;

Thence N 72°12'35" E a distance of 119.33 feet;

Thence S 15°21'29" E a distance of 49.44 feet;

Thence N 74°38'31" E a distance of 125.00 feet;

Thence N 15°21'29" W a distance of 10.89 feet;

Thence N 74°38'31" E a distance of 169.47 feet;

Thence S 35°46'16" E a distance of 30.19 feet;

Thence S 15°21'29" E a distance of 141.28 feet;

Thence along a non-tangent curve to the left with a central angle of 04°10'43", a radius of 275.00 feet, an arc length of 20.06 feet, a chord bearing of S 52°58'19" W and a chord length of 20.05 feet;

Thence S 50°52'57" W a distance of 17.61 feet;

Thence S 39°07'03" E a distance of 170.48 feet;

Thence N 51°30'00" E a distance of 47.85 feet;

Thence S 69°20'13" E a distance of 94.54 feet;

Thence S 09°59'31" W a distance of 68.34 feet;

Thence S 21°55'22" E a distance of 126.62 feet;

Thence S 38°17'02" E a distance of 288.82 feet;

Thence S 48°58'33" W a distance of 178.77 feet;

Thence S 41°01'27" E a distance of 120.00 feet;

Thence N 48°58'33" E a distance of 15.00 feet;

Thence S 41°01'27" E a distance of 185.00 feet to a point on the northerly Right-of-Way line of said West Apache Street;

Thence S 48°58'33" W, along said northerly line, a distance of 387.54 feet;

Thence continuing along said northerly line, along a tangent curve to the right with a central angle of 20°22'11", a radius of 1461.72 feet, an arc length of 519.67 feet, a chord bearing of S 59°09'39" W and a chord length of 516.94 feet to the "Point of Beginning".

Said tract contains 1,198,131 square feet or 27.5053 acres.

The non-astronomical basis of bearings contained herein is the south line of the Southwest Quarter (SW/4) of Section Twenty-Two (22), Township Twenty (20) North, Range Twelve (12) East of the Indian Base and Meridian, Osage County, State of Oklahoma, according to the US Government Survey thereof, being S 89°37'46" E.

The non-astronomic bearings for said tract are based on an assumed bearing of N 00°38'12" E along the West line of the SW/4 of Section 22, T-20-N, R-12-E of the Indian Meridian, Osage County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

and has caused the above described lands to be surveyed, staked, platted and subdivided into lots, blocks and reserve areas, in conformity with the accompanying plat, and has designated the subdivision as Northwest Passage I, a Subdivision in the City of Tulsa, Osage County, Oklahoma.

SECTION I. EASEMENTS AND UTILITES

1.1 Utility Easements

The Owner/Developer does hereby dedicate to the public the utility easements designated as "U/E" or "Utility Easement" as depicted on the accompanying plat of Northwest Passage I (the "Plat"), 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 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/Developer hereby reserves the right to construct, maintain, operate, lay, re-lay and replace water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying, re-laying and replacing, 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/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and all subsequent owners of lots within the Subdivision (each lot owner referred to herein as the "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.

1.2. Underground Service

1.2.1 Overhead lines for the supply of electric, telephone and cable television services may be located within the perimeter easements of the subdivision. Streetlight poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision, all supply lines including electric, telephone, cable television and gas lines shall be located underground in the easements dedicated for utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the utility easements.

1.2.2 Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main, 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 or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

1.2.3 The suppliers of electric, telephone, cable television, and gas services, through its agents and employees, shall at all times have the right of access to all utility easements shown on the plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television, or gas facilities installed by the supplier of the utility service.

1.2.4 The owner of the lot shall be responsible for the protection of the underground service facilities located on the lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television, or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the lot owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the lot owner or the lot owner's agents or contractors.

1.2.5 The foregoing covenants set forth in this subsection 1.2. shall be enforceable by each supplier of the electric, telephone, cable television, or gas service and the owner of the lot agrees to be bound hereby.

1.3 Water, Sanitary Sewer, and Storm Sewer Services

1.3.1 The owner of any lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on the owner's lot.

1.3.2 Within the Utility Easement areas 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 that would, in the judgment of the City of Tulsa, interfere with public water mains,

sanitary sewer mains, or storm sewers shall be prohibited.

1.3.3 The City of Tulsa, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains, and storm sewers, but the owner of each lot shall pay for damage or relocation of such facilities located on the owner's lot caused or necessitated by the acts of the owner, or the owner's agents or contractors.

1.3.4 The City of Tulsa, 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, sanitary sewer, or storm sewer facilities.

1.3.5 The foregoing covenants concerning water, sanitary sewer and storm sewer services shall be enforceable by the City of Tulsa, Oklahoma, or its successors and each owner agrees to be bound thereby.

1.4 Gas Service

1.4.1 The supplier of gas service, through its agents and employees, shall at all times have the right of access to all utility easements shown on the plat or as provided for in this Deed of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

1.4.2 The owner of the lot shall be responsible for the protection of the underground gas facilities located in the owner's lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the lot owner shall pay for damage or relocation of facilities caused or necessitated by acts of the lot owner or its agents or contractors.

1.4.3 The foregoing covenants set forth in this subsection shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.5 Surface Drainage

Each lot shall receive and drain in an unobstructed manner the storm and surface waters from drainage areas of higher elevation. No lot owner shall construct or permit to be constructed any fencing or other obstructions that would impair the drainage of storm and surface waters over and across the owner's lot. The foregoing covenants set forth in this paragraph 1.5 shall be enforceable by any affected lot owner or by the City of Tulsa.

1.6 Paving and Landscaping Within Easements

The owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the installation or necessary maintenance of the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Tulsa or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.7 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to Apache Street within the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the Tulsa Metropolitan Area Planning Commission, or its successor, and 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 shall be enforceable by the City of Tulsa.

1.8 Sidewalks

Sidewalks shall be constructed and maintained along streets designated by and in accordance with the Tulsa Metropolitan Area Subdivision and Development Regulations and in accordance with City Ordinances. Sidewalks shall be constructed in conformance with the adopted standards of the City of Tulsa, Oklahoma. The Owner/Developer shall be required to construct sidewalks within reserve areas and common areas prior to the issuance of the first occupancy permit for any building within the subdivision. Where sidewalks are not required to be constructed by the

Owner/Developer, the owner of the lot shall construct the required sidewalk.

1.9 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 serving the entire subdivision has been completed and accepted by the City. Notwithstanding the foregoing, the City may authorize the issuance of a temporary certificate of occupancy if, in the City's sole discretion, the circumstances support the issuance. Building construction occurring prior to the City's acceptance of the infrastructure shall be at the risk of the owner of the lot, notwithstanding the issuance of a building permit or of a temporary certificate of occupancy.

1.10 Reserve Areas

Reserve "A", "B" and "C" shall be used for utilities, open spaces, signage, and fencing as may be permitted by the City, irrigation, landscaping, and landscaping walls as may be permitted by the City and is reserved for subsequent conveyance to the Homeowners' Association to be formed pursuant to Section IV of this Deed of Dedication. The Homeowners' Association shall be responsible for all maintenance of Reserve "A", "B", and "C".

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, Northwest Passage I was submitted as part of a Planned Unit Development No. 624-A pursuant to the City of Tulsa Zoning Code.

WHEREAS, PUD 624-A was affirmatively recommended by the Tulsa Metropolitan Area Planning Commission on August 21, 2013 and was approved by the Tulsa City Council on October 17, 2013, the implementing ordinance No. 22978, being adopted by the Council on October 24, 2013, and published on November 5, 2013.

WHEREAS, the Planned Unit Development provisions of the Tulsa Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Tulsa, Oklahoma, sufficient to assure the implementation and continued compliance with the approved Planned Unit Development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Tulsa, Oklahoma.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants, which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

Use and development of the property within the subdivision shall be subject to the following development standards.

Table with 2 columns: Restriction Number and Description, and Value. Includes items like 2.1 Permitted Uses, 2.2 Minimum Lot Width (50 SF), 2.3 Minimum Lot Size (5,500 SF), 2.4 Minimum Building Setbacks (Front Yard 20 feet, Rear Yard 15 feet, Side Yards 5 ft./5ft. or 0 ft./10ft.*, Corner Lot Side Yard 15 feet), 2.5 Maximum Building Height (35 feet), 2.6 Minimum Livability Space per Lot (2,000 SF).

Northwest Passage I

Date of Preparation: September 7, 2023 Sheet 2 of 3

2.7 Other Bulk and Area Requirements: As established within a RS-4 District

* Individual developments will have Side Yards of either 5 ft./5 ft. or 0 ft./10 ft., not a combination the two will be allowed unless approved at the Detail Site Plan/Platting stage.

** "Livability Space" was defined by the City of Tulsa Zoning Code in effect when PUD 624-A was adopted as open space not allocated to off street parking or paved access to off-street parking areas. Unenclosed parking areas or paved access to parking areas within the rear yard were counted as livability space. Livability Space per Lot may take into account and utilize common open space to satisfy this requirement, if necessary.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the Subdivision and conformity and compatibility of improvements therein.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants, which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors, grantees and assigns, and shall be enforceable as hereinafter set forth.

3.1 Architectural Committee - Plan Review

3.1.1 No building, fence, wall or free standing mailbox shall be erected, placed or altered on any lot in the Subdivision until the plans and specifications have been approved in writing by the Owner/Developer, or its authorized representatives or successors, which are hereinafter referred to as the "Architectural Committee". For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within 10 days after submission, or in the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Committee shall not be required and this covenant shall be deemed to have been fully complied with.

3.1.2 The Architectural Committee's purpose is to promote good design and compatibility within the Subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any of the owners from prosecuting any legal action relating to improvements within the Subdivision that they would otherwise be entitled to prosecute.

3.1.3 The powers and duties of the Architectural Committee may be transferred to the Homeowners' Association provided for in Section IV of this Deed of Dedication by written assignment to the Homeowners' Association by the Architectural Committee, and thereafter the foregoing powers and duties shall be exercised by the Board of Directors of the Homeowners' Association.

3.1.4 The Architectural Committee reserves the right in its sole discretion and without joinder of any owners at any time so long as one of the above committee members is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by the Architectural Committee and filed in the land records of the Osage County Clerk, State of Oklahoma.

3.2. Floor Area of Dwelling

3.2.1 Single Story. A single story dwelling shall have at least 1,600 square feet of finished heated living area;

3.2.2 Two Story and Story-and-a-Half. If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1,200 square feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 2,000 square feet of finished heated living area.

3.2.3 Computation of Living Area. The computation of living area shall not include any basement, garage, or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least

seven (7) feet six (6) inches in height, except that in the computation of second or upper story living area, the height shall be seven (7) feet six (6) inches for at least one half (1/2) of the required living area, and any area of less than five (5) feet in height shall be excluded.

3.2.4 Waiver. The Architectural Committee may waive, in the particular instance, upon written request, the floor area requirements set out in Paragraphs 1 and 2 of this Subsection 3.2.

3.3 Garages

Each dwelling shall have an attached garage providing space for a minimum of two automobiles on each lot. Garages shall be enclosed and carports are prohibited. Glass in garage doors is prohibited.

3.4 Foundations

Any exposed foundation shall be of brick, stone or stucco. No stem wall shall be exposed.

3.5 Masonry

3.5.1 The first story exterior walls of the dwelling erected on any lot shall be 75% brick, stone, or stucco on the front and sides (excluding windows and doors). Siding may be installed only on the rear of the home.

3.5.2 Waiver. The Architectural Committee may waive, in the particular instance, upon written request, the requirements set out in Paragraph 1 of this Subsection 3.5.

3.6 Windows

Aluminum windows having a mill finish are prohibited.

3.7 Roof Pitch

3.7.1 No dwelling shall have a roof pitch of less than 6/12 over 75% of the horizontal area covered by the roof and no roof shall have a pitch of less than 3/12.

3.7.2 Waiver. The Architectural Committee may waive, in the particular instance, upon written request, the foregoing restrictions to permit a dwelling having a flat roof over more than 25% of the horizontal area covered by roof; PROVIDED the waiver, to be effective, must be in writing, dated, and executed by the committee.

3.8 Roofing Materials

Roofing shall be self-sealing composition roofing shingles (not less than 230-lb. (25 year) and weathered wood in color), provided however, in the event that such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon the determination of the Architectural Committee that the proposed alternative is of comparable or better quality and of a design and color that is compatible with the roofing first above described.

3.9 Rooftop Protrusions

Metal rooftop protrusions on the residence shall be painted to match the roof color selections (weathered wood).

3.10 On-site Construction

No existing or off-site built structure shall be moved onto or placed on any lot.

3.11 Outbuildings

3.11.1 Outbuildings are prohibited.

3.11.2 Waiver. The Architectural Committee may waive, in the particular instance, upon written request, the foregoing restriction.

3.12 Swimming Pools

Above ground swimming pools are prohibited.

3.13 Fencing

Fencing shall be in accordance with the City of Tulsa Zoning Code. Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, no fence may extend beyond that point nearest the street at each end corner of the residence, provided however, on corner lots fencing may extend to the side yard lot line. All fencing shall be 6' privacy fencing constructed of standard wood. Chain link, barbed wire, mesh and other metal fencing are prohibited. No fence shall exceed 6 feet in height. Fences facing the street and installed in side yards between homes shall be aligned with existing fences on adjoining lots where possible. The side of the fence with exposed horizontal runners shall not face

the street. Other types of fencing constructed of wrought iron, brick, or stone may be permitted if pre-approved by the Architectural Committee.

3.14 Antennas

3.14.1 Exterior television, "CB" Radio or other type antenna, including satellite dishes, shall be prohibited with the following exception. Small satellite dishes that do not exceed 20" in diameter shall be allowed so long as the dish is installed on the back of the dwelling and is not visible from any street within the Subdivision.

3.14.2 Waiver. The Architectural Committee may waive, in the particular instance, upon written request, the foregoing restriction.

3.15 Lot Maintenance

No inoperative vehicle or machinery shall be stored on any lot and each lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

3.16 Recreational Vehicles

Boats, trailers, campers, motor homes and similar recreational vehicles and equipment shall not be stored on any lot except within an enclosed garage.

3.17 Inoperative Vehicles

No inoperative vehicle shall be stored on any lot except within an enclosed garage.

3.18 Clotheslines

Exposed clothesline poles or other outside drying apparatus are prohibited.

3.19 Trash Containers

Trash containers, except during periods of collection, shall be stored out of view from abutting streets. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot.

3.20 Mailboxes

As long as a rural type mailbox is in use in the Subdivision, all mailbox pedestals shall conform in design to specifications for the Subdivision to be established by the Architectural Committee. The mailbox shall be positioned so that the front face is approximately 6 inches in from the base of the curb and 6 feet from the "inside edge" of the driveway. "Inside edge" shall mean the edge of the driveway that borders the largest contiguous lot area. The top of the mailbox shall be 42 inches from street level.

3.21 Animals

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that two dogs, two cats or other household pets may be kept provided that they are not used for commercial purposes.

3.22 Noxious Activity

No activity of a noxious or offensive nature shall be carried out or allowed by any resident for any purpose upon any lot, nor shall any commercial or trade activity take place or be allowed thereon that might be or might become an annoyance or nuisance to the neighborhood.

3.23 Signage

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

3.24 Materials and Storage

No lot shall be used for the storage of materials for a period of greater than 30 days prior to the start of construction and the construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly condition.

3.25 Temporary Trash Receptacle

A temporary trash receptacle is required on each lot during the construction period of the house. The trash receptacle shall be maintained by the lot owner and shall be emptied as needed.

SECTION IV. HOMEOWNERS' ASSOCIATION

4.1 Formation of Homeowners' Association

The Owner/Developer has formed the Northwest Passage Homeowners' Association, Inc. (hereinafter referred to as the "Association"), a non-profit

corporate entity established in accordance with the statutes of the State of Oklahoma, and formed for the general purposes of maintaining the common areas and enhancing the value, desirability and attractiveness of the Subdivision.

4.2 Membership

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of recording of the deed.

4.3 Covenant for Assessments

The Owner/Developer and each subsequent owner of a lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot within the Subdivision. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.

4.4 Enforcement Rights of the Association

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. 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. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the provisions of the Tulsa Zoning Code and shall inure to the benefit of the City of Tulsa, the owners of lots within the Subdivision, and shall inure to the benefit of the Homeowners' Association provided for in Section IV. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II, it shall be lawful for any person or persons owning any lot situated within the Subdivision or the Homeowners' Association, 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 by the Homeowners' Association or any lot owner, which action seeks to enforce the covenants or restrictions set forth within Section II, or to recover damages for the breach thereof, the prevailing party shall be entitled to receive its reasonable attorney fees and costs and expenses incurred in such action. 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.

5.2 Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

5.3 Amendment

The covenants contained within Section I. Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the lot or lots to which the amendment or termination is to be applicable and by the Tulsa Metropolitan Area Planning Commission ("TMAPC"), or its successors with the approval of the City of Tulsa, Oklahoma. The covenants contained within Section II. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by TMAPC, or its successors, and by the owners of more than 75% of the lots within the Subdivision. The provisions of any such instrument amending or terminating the covenants shall be effective from and after the date it is properly recorded.

5.4 Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, D.R. HORTON-TEXAS, LTD., has executed this instrument this _____ day of _____, 2023.

D.R. HORTON-TEXAS, LTD.,
a Texas limited partnership

By: _____
Meadows I, Ltd., a Delaware Corporation
its General Partner
Leslie Jemison, Division President

State of _____)
) s.s.
County of _____)

This instrument was acknowledged before me this ____ day of _____, 2023 by Leslie Jemison as Division President of Meadows I, Ltd., a Delaware Corporation.

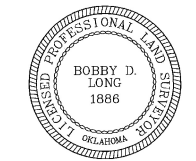
Notary Public
My Commission No. _____
Expires _____

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a Professional 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 "NORTHWEST PASSAGE I", a subdivision in the City of Tulsa, Osage 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.

Executed this _____ day of _____, 2023.

Bobby D. Long
Professional Land Surveyor
Oklahoma No. 1886



State of Oklahoma)
) ss.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this _____ day of _____, 2023, by Bobby D. Long.

Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2024

I, _____ hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$ _____ per receipt no. _____ to applied to 20 _____ taxes. This certificate is NOT to be construed as payment of 20 _____ taxes in full but is given in order that this plat may be filed on record. 20 _____ taxes could exceed the amount of the security deposit. Dated _____ 20 _____

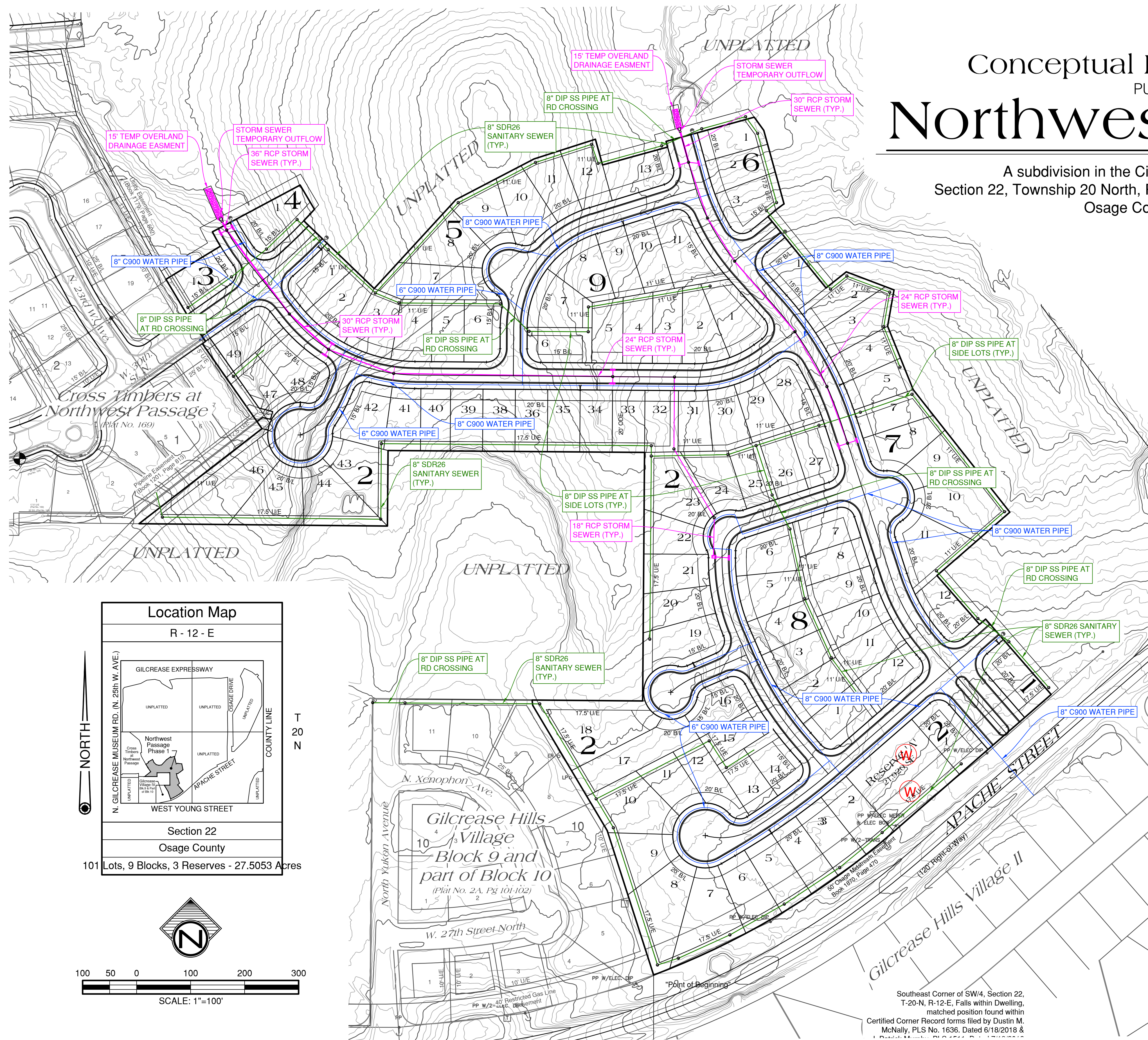
by _____
County Treasurer Osage County, Oklahoma

Conceptual Public Utility Plan

PUD No. 624

Northwest Passage I

A subdivision in the City of Tulsa, being a part of the SW/4 Section 22, Township 20 North, Range 12 East of the Indian Base and Meridian, Osage County, State of Oklahoma



Legend

Res. = Reserve
L.N.A. = Limits of No Access U/E = Utility Easement

Surveyor's Note

Date of Last Field Visit: September 29, 2022

Monument Notes

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "CA531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.
A 3/8" x 18" deformed bar with a yellow plastic cap stamped "CA531" to be set at all lot corners after completion of improvements, unless noted otherwise.
A 3/8"x18" deformed bar with a yellow plastic cap stamped "CA531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, centers of cul-de-sacs and centers of eyebrows, after completion of improvements.

Basis of Bearings

The non-astronomic bearings shown herein are based on an assumed bearing of S 89°37'46" E along the South line of the SW/4 of Section 22, T-20-N, R-12-E of the Indian Base and Meridian, Osage County, State of Oklahoma, according to the U.S. Government Survey thereof.

Benchmarks

Offsite Benchmark
ADS 2016-25
A 5/8" Rebar - 3" aluminum cap - flush, stamped 2016-25, set in concrete post 36" in ground approximately 40' west and 550' south of intersection of West 36th Street North and Martin Luther King Jr. Boulevard
Northing: 444,526.27
Easting: 2,560,398.67
Elevation: 681.40'
Site Benchmark
Top of a 3/8" Steel Pin with a Plastic Cap Stamped "TEP CA531" at the Northwest Corner of Lot 1, Block 1, Cross Timbers at Northwest Passage, Plat No. 169.
Northing: 439,294.36
Easting: 2,553,455.47
Elevation: 836.39
Horizontal Datum: Oklahoma State Plane Coordinate System-North Zone
Vertical Datum: North American Vertical Datum of 1988

Backflow Preventer Valve

If the actual finished floor elevation is lower than one (1) foot above the upstream sanitary sewer manhole top of rim elevation, it shall be the builder's responsibility to install a backflow preventer valve near the building. The builder is responsible to comply with all city ordinances regarding the installation of any required backflow preventer valve.

Lot Addresses

Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of the legal description.

Floodplain Note

The subject property is located within an area designated as Zone X (Area of Minimal Flood Hazard) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 40113C1234K, with an effective date of April 2, 2008, for Community No. 400146, City of Tulsa in Osage County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which said premises is situated. Subject property is also not contained within a Regulatory Floodplain per Panel No. 28 of the Tulsa Regulatory and FEMA Floodplain maps, dated August 9, 2021.

STATE OF OKLAHOMA } ss.
COUNTY OF OSAGE

I, Robin Slack, Osage County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the _____ day of _____, 20____
Robin Slack, Osage County Clerk

Deputy

OWNER / DEVELOPER

D.R. Horton - Texas, LTD.,
A Texas Limited Partnership

3863 South 103rd East Avenue
Tulsa, Oklahoma 74146
Phone: 918.906.2448

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

an Oklahoma corporation
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146

918.252.9621

Russell K. Fischer, P.E.
r.fischer@tulsaengineering.com

CERTIFICATE OF AUTHORIZATION No. 531
RENEWAL DATE: JUNE 30, 2025

FINAL PLAT ENDORSEMENT OF APPROVAL

TULSA METROPOLITAN AREA PLANNING COMMISSION

Approval Date _____

TMAPC

CITY ENGINEER

COUNCIL OF THE CITY OF TULSA, OKLAHOMA

Approval Date _____

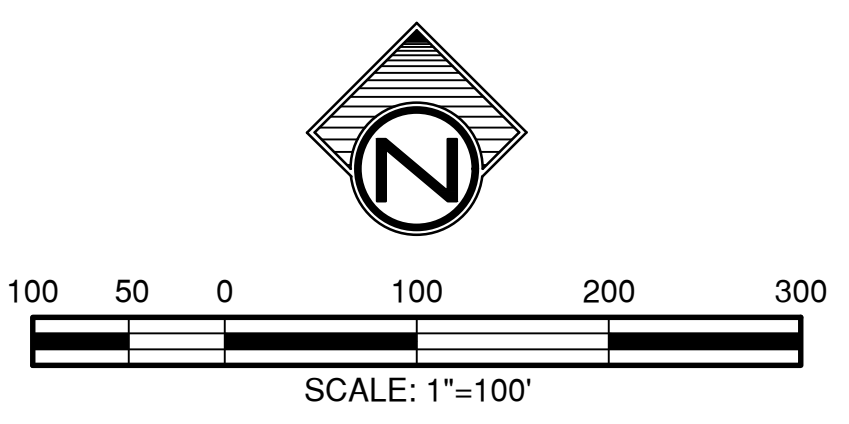
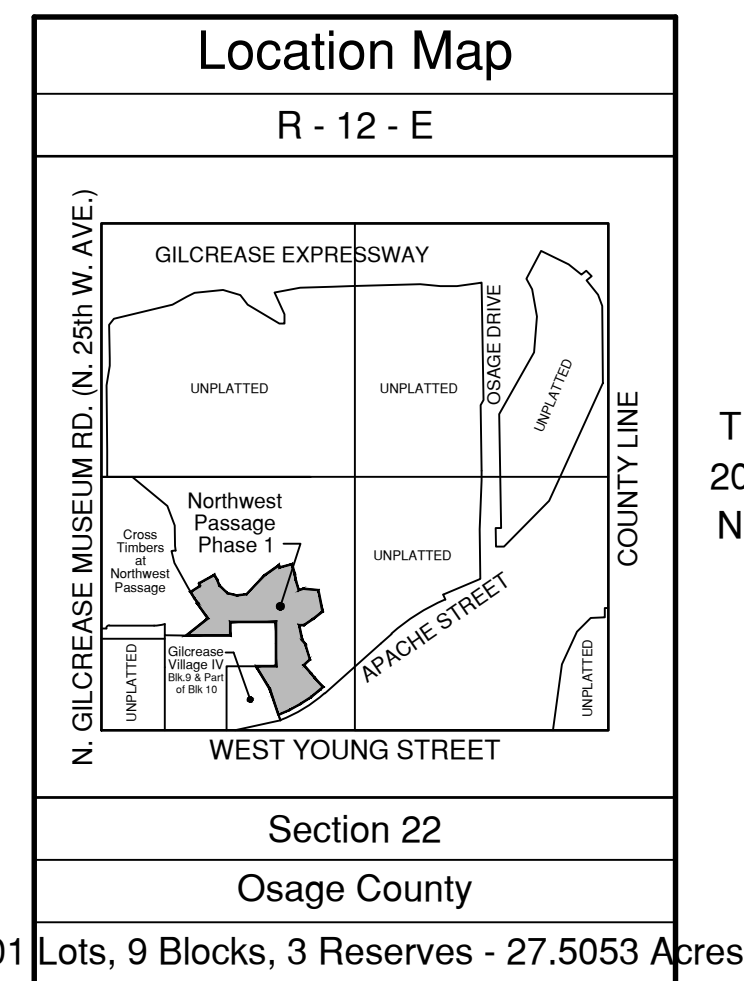
Chair

Mayor

Attest: City Clerk

City Attorney

The approval of this Final Plat will expire one year from the date of City Council approval if not filed in the Office of the County Clerk before that date.



Southeast Corner of SW/4, Section 22, T-20-N, R-12-E, Falls within Dwelling, matched position found within Certified Corner Record forms filed by Dustin M. McNally, PLS No. 1636, Dated 6/18/2018 & _____



September 7, 2023

Re: 21-125 NWP Phase 1 Closure Report

Bearing	Distance	Delta	Radius	Arc Length	Chord Bearing	Chord Length
N 17°48'29" W	280.96					
N 30°44'43" W	269.94					
N 06°32'52" W	9.66					
S 89°33'25" E	204.65					
N 00°26'35" E	460.00					
N 89°33'44" W	475.00					
S 00°26'35" W	139.93					
N 89°27'11" W	460.03					
N 52°17'58" E	287.65					
N 35°04'22" W	192.32					
N 54°55'38" E	7.68					
N 35°04'22" W	60.00					
N 30°43'51" W	76.41					
N 58°42'01" E	117.97					
		4°06'08"	425.00	30.43	N 29°14'55" W	30.42
N 61°55'17" E	184.09					
S 30°27'25" E	52.33					
S 42°48'03" W	11.79					
		1°00'27"	970.00	17.06	S 43°18'16" W	17.06
S 46°05'24" E	181.07					
N 42°34'28" E	223.67					
N 62°29'17" E	163.13					
N 72°12'35" E	119.33					
S 15°21'29" E	49.44					
N 74°38'31" E	125.00					
N 15°21'29" W	10.89					
N 74°38'31" E	169.47					
S 35°46'16" E	30.19					
S 15°21'29" E	141.28					
		4°10'43"	275.00	20.06	S 52°58'19" W	20.05
S 50°52'57" W	17.61					
S 39°07'03" E	170.48					
N 51°30'00" E	47.85					
S 69°20'13" E	94.54					
S 09°59'31" W	68.34					
S 21°55'22" E	126.62					
S 38°17'02" E	288.82					
S 48°58'33" W	178.77					



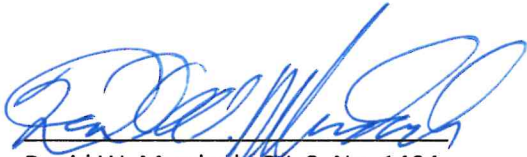
9810 East 42nd Street, Suite 100 / Tulsa, Oklahoma 74146
 O: 918-252-9621 F: 918-340-5999
 www.tulsaengineering.com

Bearing	Distance	Delta	Radius	Arc Length	Chord Bearing	Chord Length
S 41°01'27" E	120.00					
N 48°58'33" E	15.00					
S 41°01'27" E	185.00					
S 48°58'33" W	387.54					
		20°22'11"	1461.72	519.67	S 59°09'39" W	516.94
Total				6204.45		587.21

Closure Error Distance > 0.0000
 Closure Ratio > 1:∞
 Total Distance > 6791.66
 Area: 1,198,131 sq ft, 27.5053 acres

CERTIFICATE:

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing "Closure Report" meets or exceeds the "Minimum Standards" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.


 David W. Murdoch, P.L.S. No. 1404

E-mail: d.murdoch@tulsaengineering.com
 Telephone: (918) 252-9621

