



## Tulsa Metropolitan Area Planning Commission

## Preliminary Plat Staff Report

**Hearing Date:** March 20, 2024

**Prepared by:** Austin Chapman

achapman@cityoftulsa.org

918-596-7597

### **Owner and Applicant Information**

Applicant: Tanner Consulting, LLC

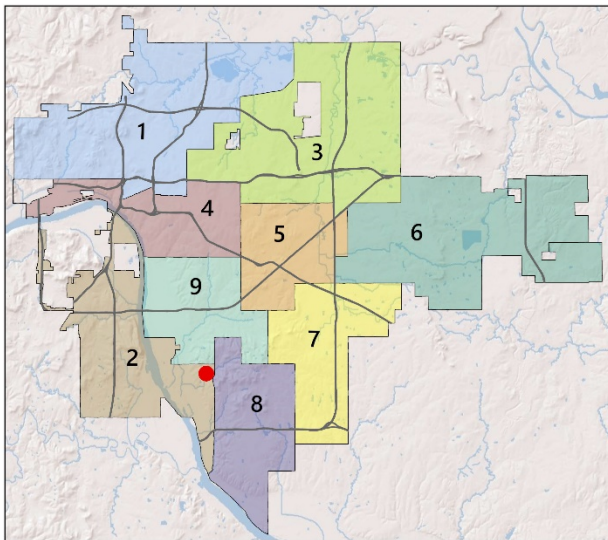
Property Owner: Noah Corporation

### **Property Location**

West of the northwest corner of South Evanston  
Avenue and East 75<sup>th</sup> Street South

### **Location within the City of Tulsa**

(shown with City Council districts)



### **Elected Representatives**

City Council: District 2, Jeannie Cue

County Commission: District 3, Kelly Dunkerley

### **Public Notice Required**

Mailed Notice to adjacent property owners a  
minimum of 10 days in advance

### **Request Summary**

Platting a new subdivision named Columbia Point.

Tract Size: ±9.295 acres

### **Zoning**

Existing Zoning: RS-1

Existing Overlays: None

Proposed Zoning: RS-1 w/ an optional development Plan

### **Use**

Current Use: Residential

Proposed Use: Residential Subdivision

### **Comprehensive Plan Considerations**

#### **Land Use**

Land Use Plan: Neighborhood

Small Area Plans: None

Development Era: Late Automobile

#### **Transportation**

Major Street & Highway Plan: N/A

planitulsa Street Type: N/A

Existing Bike/Ped Facilities: None.

Planned Bike/Ped Facilities: None.

Traffic on Nearest Arterials (per lane)

North: E. 71st St. S.: Low

East: S. Harvard Ave. : Low

South: E. 81st St. S. : Medium

West: S. Lewis Ave.: Low

#### **Environment**

Flood Area: None.

<p><b><u>Staff Recommendation</u></b> Staff recommends approval subject to conditions.</p>	<p><u>Tree Canopy Coverage:</u> 30-50% <u>Parks &amp; Open Space:</u> N/A</p>
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### **Detailed Staff Recommendation**

The plat consists of 8 lots, 1 block, ±9.295 acres. Staff recommends **approval** of the preliminary subdivision plat subject to the following conditions provided on March 7, 2024 by the Technical Advisory Committee (TAC) and all other requirements of the Subdivisions Regulations. A City of Tulsa release letter is required prior to final plat approval. TAC Conditions:

#### 1. Engineering Graphics

- Submit subdivision control data sheet with the final plat.
- Provide the individual lot addresses on the face of the plat.
- In the Location Map change Esplanade Condominiums to Patio Square Addn. Walnut Creek should be Walnut Creek II. Remove land hook in location map.
- Provide on the face of the plat the date of last survey site visit.
- Under the Basis of Bearings information include the coordinate system used. Provide a bearing angle preferably shown on the face of the plat.
- Graphically show all property pins found or set that are associated with the plat. Either have a legend entry showing the found or set symbology or label each location with text.
- Graphically label the POB (Point of Beginning) on the face of the plat.

#### 2. Addressing

- Looking at the current street and address data to determine the street name. Will provide this information at a later date.
- Addresses will be provided at a later date.

#### 3. Streets

- Private street shall be constructed to City Standards and permitted through the IDP process.
- Sidewalks are required along all streets and must be ADA compliant. 5' sidewalks along the Arterials and 4' for residential sidewalks.

#### 4. Protection From Flooding and Other Natural Hazards

- No federal floodplains per FIRM 40143C0362L. No regulatory floodplains per CoT Atlas panel 52.

#### 5. Stormwater Management

- Subdivision development (existing houses make this ambiguous) would require runoff mitigation, per previous discussions, a connection to the 15" public line to the W could be functional for FILO detention if capacity is demonstrated. If runoff is not increasing based on fully developed single residential lots, this may not be required. If detention were implemented the pond would be reviewed through IDP and contained in an appropriate easement.

#### 6. Sewer

- Sewer main extension required for all lots as shown. IDP will be required for main extension.

## 7 . Easements

-Appropriate Easement may be required for any public infrastructure required on site.

## **Comprehensive Plan Considerations**

### **Land Use Plan**

The subject property is designated as a Neighborhood by the Tulsa Comprehensive Plan. Neighborhoods are “Mostly Residential Uses” which includes detached, missing middle, and multi-dwelling unit housing types. Churches, schools, and other low-intensity uses that support residents’ daily needs are often acceptable, particularly for properties abutting Multiple Use, Local Center, or Regional Center land use areas. Multi-dwelling unit housing that takes access off of an arterial is considered Multiple Use, Local Center, or Regional Center. If a multi-dwelling unit housing property takes access off of a lower-order street separated from the arterial, then it would be considered Neighborhood.

#### Surrounding Properties:

<u>Location</u>	<u>Existing Zoning/Overlay</u>	<u>Existing Land Use Designation</u>	<u>Existing Use</u>
North	RS-1	Neighborhood	Residential
East	RS-1	Neighborhood	Residential
South	MPD-4	Regional Center	University
West	RS-1	Neighborhood	Residential

### **Small Area Plans**

The subject properties are not located within a small area plan.

### **Development Era**

The subject property is located in an area developed during the Late Automobile Era. In the late 1950s and early 1960s the suburbs grew at a tremendous rate in the Tulsa metropolitan area. It was at this time that surrounding communities, such as Broken Arrow, began to grow at a rapid pace. At this time, the City of Tulsa annexed more than 100 square miles, and neighborhood subdivisions began to proliferate from the core of the city toward the suburban communities.

### **Transportation**

Comprehensive Plan Street Designation: Street the property is accessed from is not classified.

#### Arterial Traffic per Lane:

Arterial Traffic - North (E 71st St S - 4,711 Vehicles per Lane)

Arterial Traffic - East (S Harvard Ave - 6,564 Vehicles per Lane)

Arterial Traffic - South (E 81st St S - 4,045 Vehicles per Lane)

Arterial Traffic - West (S Lewis Ave - 4,567 Vehicles per Lane)

### **Environmental Considerations**

Tree Canopy Coverage: Tree canopy in the area is 30-50%.

Parks & Open Space: N/A.

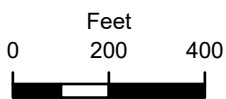
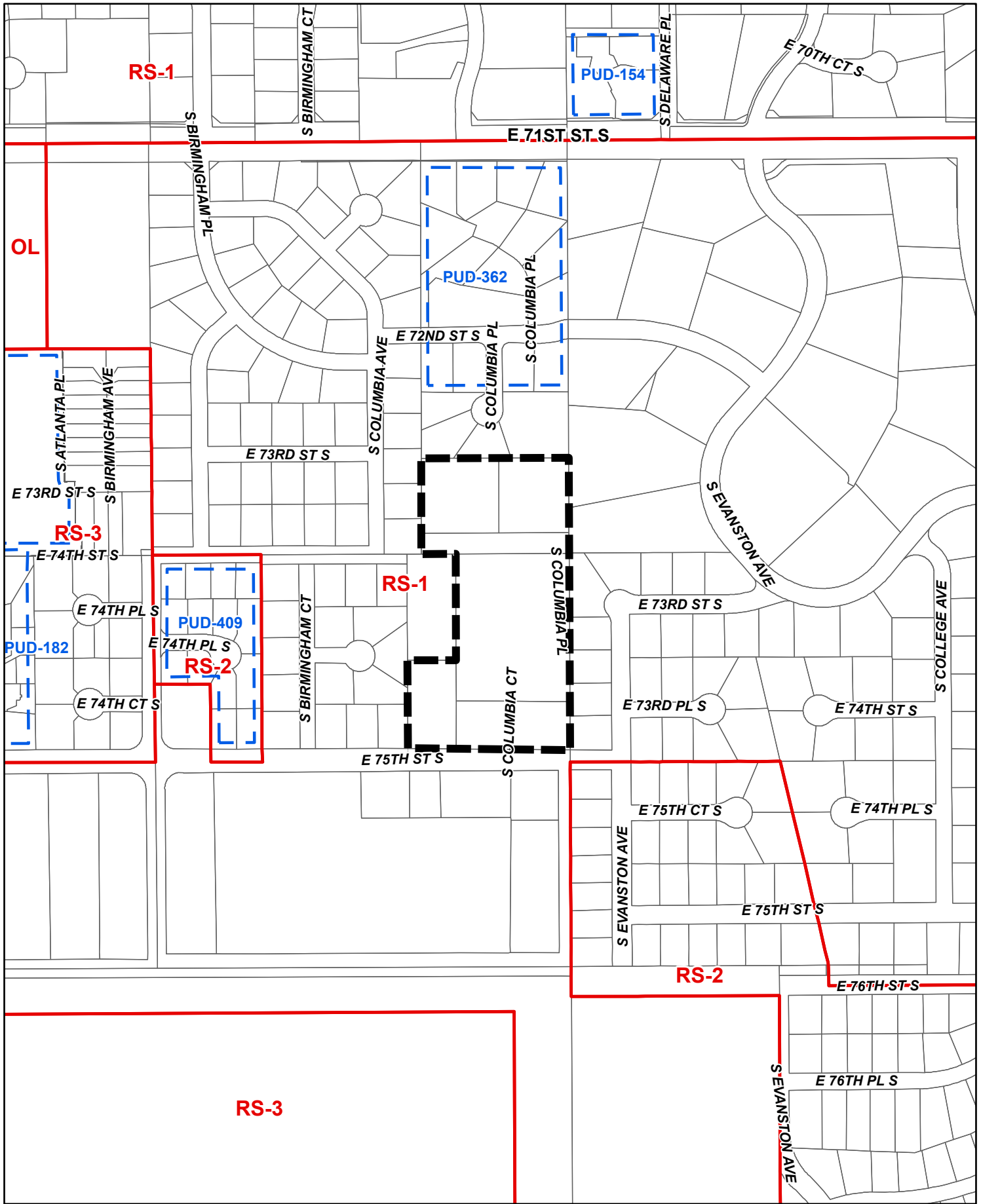
### **Exhibits**

Case map

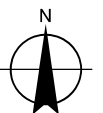
Aerial

Tulsa Comprehensive Plan Land Use Map

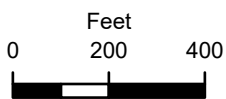
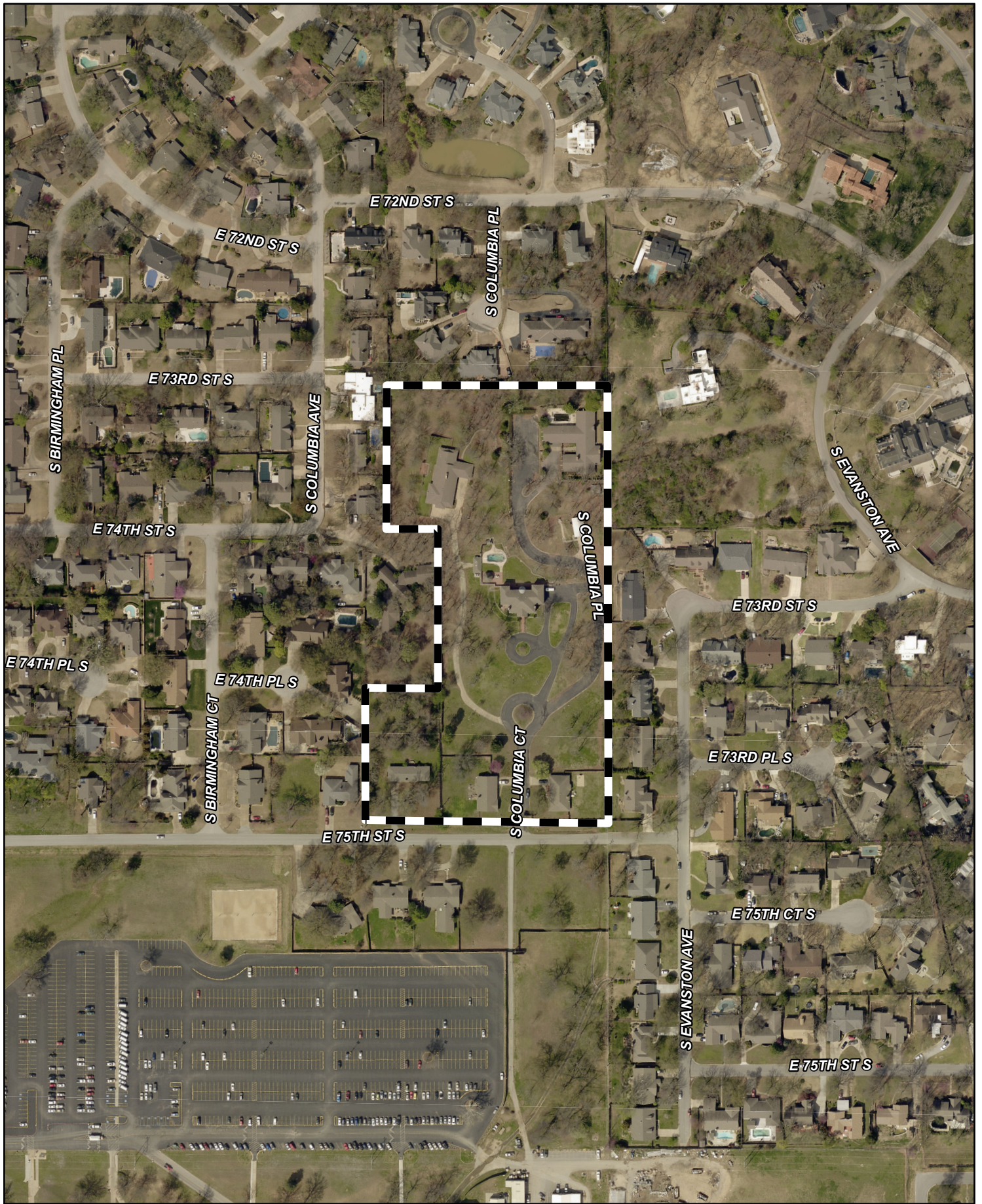
Plat Exhibits



# Columbia Point







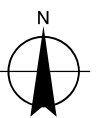
Subject  
Tract

## Columbia Point

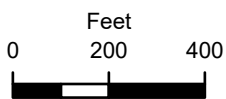
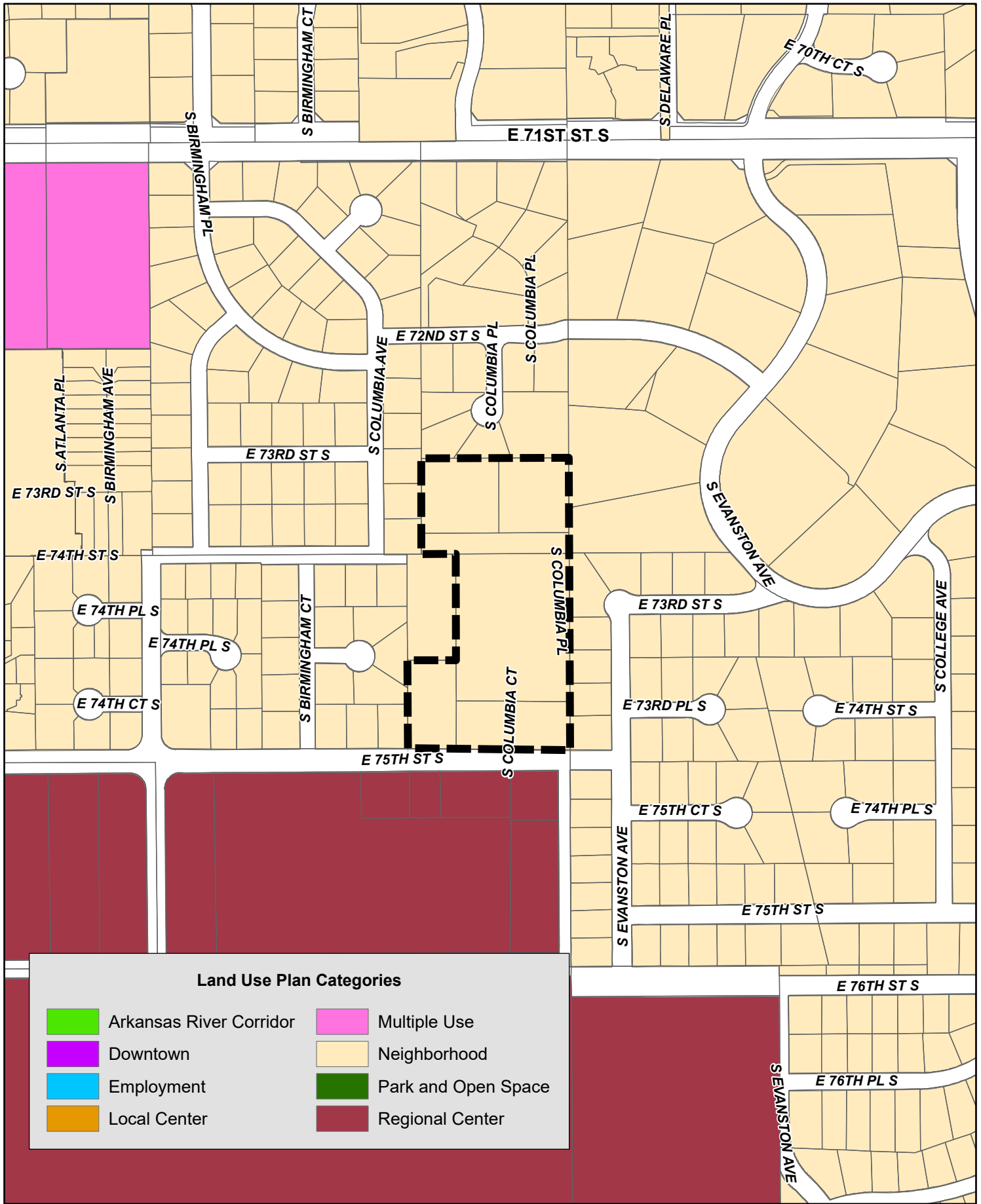
Note: Graphic overlays may not precisely align with physical features on the ground.

Aerial Photo Date: 2021

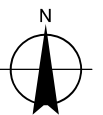
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# Columbia Point





# Preliminary Plat

# Columbia Point

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

## Deed of Dedication

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

## SECTION I. UTILITIES AND EASEMENTS

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

### A. UTILITY SERVICE:

1. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF A STRUCTURE UPON THE LOT, PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

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

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

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

### B. GAS SERVICE:

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

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

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

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

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

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

3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER OF THE LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

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

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

### D. SURFACE DRAINAGE:

EACH LOT AND RESERVE AREA SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT OR RESERVE AREA. THE COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

### E. PAVING AND LANDSCAPING WITHIN EASEMENTS:

THE OWNER OF ANY LOT OR RESERVE AREA DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

### F. SIDEWALKS:

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

### G. CERTIFICATE OF OCCUPANCY RESTRICTIONS:

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF TULSA, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (WATER AND SANITARY SEWER) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

## SECTION II. RESERVE AREA A

### A. RESERVE A; PRIVATE STREET

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

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

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

- MAINTAIN AND, AS FUTURE CIRCUMSTANCES REQUIRE, REPAIR OR RECONSTRUCT A STREET EXTENDING THE FULL LENGTH OF RESERVE A, AS DEPICTED ON THE ACCOMPANYING PLAT, MEETING OR EXCEEDING CITY OF TULSA DESIGN STANDARDS FOR A RESIDENTIAL PUBLIC STREET, WITH THE EXCEPTION OF RIGHT-OF-WAY WIDTH.
- PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET WITHIN RESERVE A, AS DEPICTED ON THE ACCOMPANYING PLAT, WHICH WOULD OBSTRUCT THE PASSAGE OF ANY GOVERNMENTAL OR EMERGENCY VEHICLE AND SPECIFICALLY ANY FIRE SUPPRESSION VEHICLE.
- SECURE INSPECTION BY THE CITY OF TULSA, OKLAHOMA, OF THE PRIVATE STREET AND SECURE CERTIFICATION BY THE CITY OF TULSA, OKLAHOMA, THAT THE PRIVATE STREET HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF TULSA, OKLAHOMA, DECLINES TO INSPECT THE PRIVATE STREET, CERTIFICATION SHALL BE SECURED FROM A LICENSED PROFESSIONAL ENGINEER THAT THE PRIVATE STREET WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE TULSA METROPOLITAN AREA PLANNING COMMISSION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

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

### B. MAINTENANCE AND INDEMNIFICATION

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

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



Preliminary Plat  
Columbia Point

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

Deed of Dedication (Continued)

SECTION III. OPTIONAL DEVELOPMENT PLAN RESTRICTIONS

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

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

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

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

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

A. PROJECT:

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

B. STREETS:

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

SECTION IV. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

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

B. PRIVATE RESTRICTIONS AND COVENANTS

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

C. MEMBERSHIP

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

D. ASSESSMENT

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

E. ASSOCIATION TO BE BENEFICIARY

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

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

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. UTILITIES AND EASEMENTS AND SECTION II. RESERVE AREA A ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO; AND, ADDITIONALLY THE COVENANTS WITHIN SECTIONS I. AND II., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III. OPTIONAL DEVELOPMENT PLAN RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE OPTIONAL DEVELOPMENT PLAN PROVISIONS OF THE TULSA ZONING CODE IN EXISTENCE AS OF FEBRUARY 08, 2024 (APPLICATION FILING DATE) AND SHALL INURE TO THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, ANY OWNER OF A LOT AND THE PROPERTY OWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III., IT SHALL BE LAWFUL FOR THE CITY OF TULSA, ANY OWNER OF A LOT, OR THE PROPERTY OWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION IV. PROPERTY OWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE PROPERTY OWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION IV., IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE PROPERTY OWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE PROPERTY OWNERS' ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS III. OR IV. AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. UTILITIES AND EASEMENTS AND SECTION II. RESERVE AREA A MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. OPTIONAL DEVELOPMENT PLAN RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY COUNCIL OF THE CITY OF TULSA, OKLAHOMA. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO THE OPTIONAL DEVELOPMENT PLAN BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR SUCCESSORS WITH THE TULSA COUNTY CLERK. THE COVENANTS CONTAINED WITHIN ANY OTHER SECTION OF THIS DEED OF DEDICATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY, BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, NOAH CORPORATION, AN OKLAHOMA CORPORATION HAS EXECUTED THIS INSTRUMENT ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOAH CORPORATION  
AN OKLAHOMA CORPORATION

BY: \_\_\_\_\_  
BRIAN R. BROACH, PRESIDENT

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024, PERSONALLY APPEARED BRIAN R. BROACH, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME NOAH CORPORATION TO THE FOREGOING INSTRUMENT, AS ITS PRESIDENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

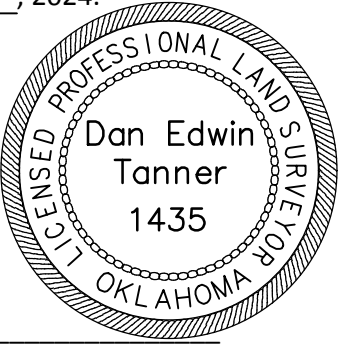
MY COMMISSION EXPIRES JENNIFER MILLER, NOTARY PUBLIC



CERTIFICATE OF SURVEY

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

WITNESS MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.



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

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

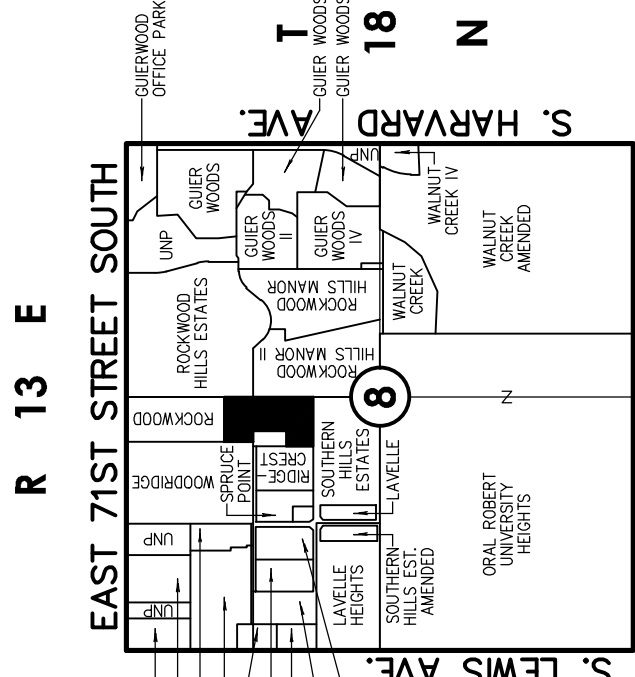
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES JENNIFER MILLER, NOTARY PUBLIC





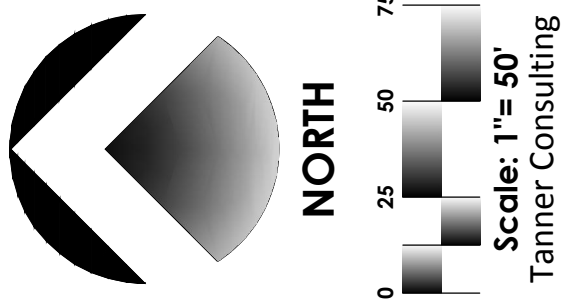
# Conceptual Utility Plan



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

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

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



LEGEND	B/L B/U	BUILDING LINE EASEMENT	UTILITY EASEMENT
BK PG		BOOK & PAGE	
CB		CHORD BEARING	
CD		CHORD DISTANCE	
CL		CENTERLINE	
Δ		DELTA ANGLE	
DOC		DOCUMENT	
GOVT		GOVERNMENT	
LNA		LIMITS OF NO ACCESS	
RES.		OVERLAND DRAINAGE EASEMENT	
R/W		RESERVE	
U/E		RIGHT-OF-WAY UTILITY EASEMENT	
1/23		ADDRESS ASSIGNED	

**SUBDIVISION CONTAINS:**

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

GROSS SUBDIVISION AREA: 9.295 ACRES

