



Tulsa Metropolitan Area
Planning Commission

Case : QTD/K Addition

Hearing Date: April 18, 2018

Case Report Prepared by:

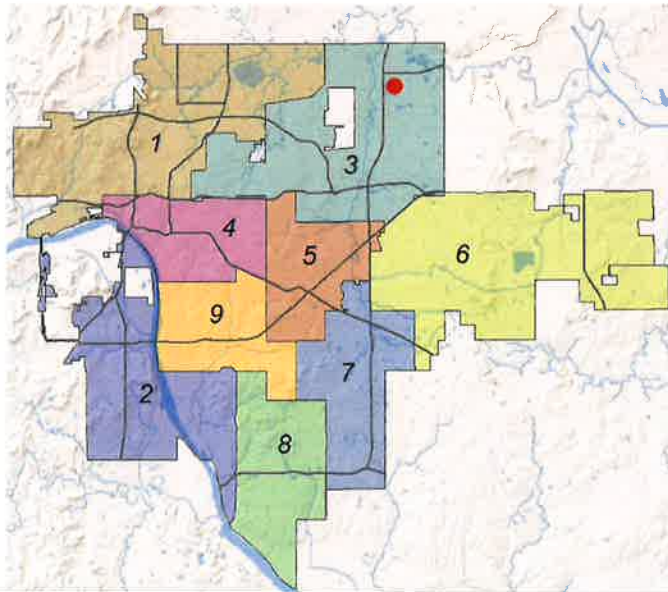
Nathan Foster

Owner and Applicant Information:

Applicant: Benham Design, LLC

Owner: Quik 'N Tasty – C/O Carly Goodnight, QuikTrip

Location Map:
(shown with City Council Districts)



Applicant Proposal:

Final Plat

Location: East of the southeast corner of East 43rd Street North and North Garnett Road

Zoning: IM, IH

Staff Recommendation:

Staff recommends **approval** of the final plat

City Council District: 3

Councilor Name: David Patrick

County Commission District: 1

Commissioner Name: Mike Craddock

EXHIBITS: Final Plat

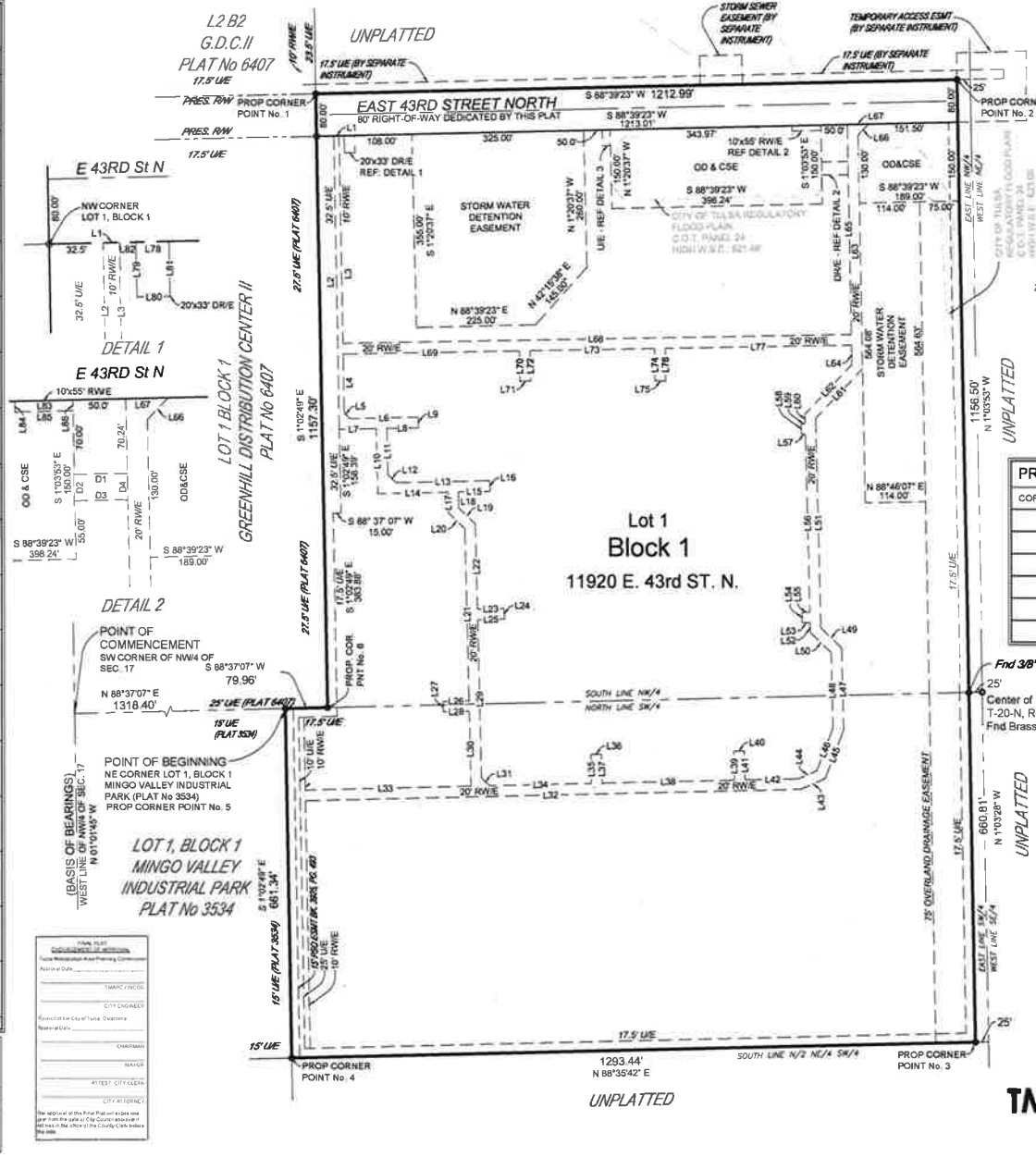
21.1

RESTRICTED WATER LINE EASEMENT

Line #	Length	Direction
L1	10.00	S88°39'23"W
L2	552.60	S01°02'49"E
L3	391.78	S01°02'49"E
L4	110.87	S01°02'49"E
L5	14.14	S46°20'37"E
L6	129.50	N88°57'11"E
L7	68.62	N88°57'11"E
L8	59.88	N88°57'11"E
L9	20.00	S01°02'49"E
L10	122.52	S01°20'37"E
L11	87.48	S01°20'37"E
L12	21.24	S46°19'35"E
L13	177.43	N88°49'27"E
L14	132.31	N88°49'27"E
L15	60.05	N88°49'27"E
L16	20.00	S01°10'35"E
L17	59.16	S01°20'37"E
L18	30.82	S01°20'37"E
L19	42.97	S46°20'37"E
L20	42.97	S46°20'37"E
L21	258.38	S01°20'37"E
L22	161.29	S01°20'37"E
L23	50.30	N88°39'23"E
L24	20.00	S01°20'37"E
L25	50.30	N88°39'23"E
L26	49.00	S88°39'23"W
L27	20.00	S01°20'37"E
L28	49.00	S88°39'23"W
L29	298.35	S01°20'37"E
L30	141.19	S88°39'23"E
L31	21.21	S46°20'37"E
L32	837.10	N88°39'23"E
L33	313.29	N88°39'23"E
L34	192.50	N88°39'23"E
L35	55.00	N01°20'37"W
L36	20.00	N88°39'23"E
L37	55.00	N01°20'37"W
L38	250.45	N88°39'23"E
L39	55.00	N01°20'37"W
L40	20.00	N88°39'23"E
L41	25.00	N01°20'37"W
L42	101.37	N88°39'23"E
L43	49.84	N66°09'23"E
L44	49.84	N66°09'23"E
L45	87.98	N2°05'23"E
L46	68.72	N01°02'04"E
L47	154.81	N01°20'37"W
L48	142.55	N01°20'37"W
L49	54.61	N46°20'37"W
L50	54.62	N46°20'37"W
L51	396.15	N01°20'37"W
L52	18.69	N01°20'37"W
L53	15.00	N88°39'23"E
L54	20.00	N01°20'37"W
L55	15.00	N88°39'23"E
L56	336.64	N01°20'37"W
L57	7.50	N88°39'23"E
L58	20.00	N01°20'37"W
L59	7.50	N88°39'23"E
L60	17.40	N01°20'37"W
L61	128.34	N43°39'23"E
L62	129.00	N43°39'23"E
L63	441.61	N01°03'53"W
L64	36.82	N01°03'53"W
L65	396.48	N01°03'53"W
L66	28.30	N43°47'45"E
L67	40.00	S88°39'23"W
L68	991.58	S88°56'07"W
L69	333.20	S88°56'07"W
L70	57.00	N01°03'53"W
L71	20.00	S88°56'07"W
L72	57.00	N01°03'53"W
L73	258.45	S88°56'07"W
L74	61.00	N01°03'53"W
L75	20.00	S88°56'07"W
L76	61.00	N01°03'53"W
L77	352.94	S88°56'07"W
L78	20.00	S88°39'23"W
L79	33.00	S01°21'30"E
L80	20.00	N88°38'02"E
L81	33.00	N01°21'30"E
L82	9.54	S88°39'23"W
L83	55.00	S88°39'23"W
L84	10.00	S01°03'53"E
L85	55.00	N88°39'23"E
L86	10.00	N01°03'53"W

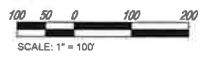
DRAINAGE EASEMENT

Line #	Length	Direction
D1	55.00	S88°56'07"W
D2	25.00	S01°03'53"E
D3	50.00	N88°56'07"E
D4	25.00	N01°03'53"W



Draft Final Plat
A MINOR SUBDIVISION PLAT
QTD/K ADDITION

A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4, NW1/4), AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTH-WEST QUARTER (N1/2 SW1/4) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE & MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA.



ABBREVIATION LEGEND
 G D C = GREENHILL DISTRIBUTION CENTER
 ESMT = EASEMENT
 RWE = RESTRICTED WATERLINE EASEMENT
 UE = UTILITY EASEMENT
 DRE = DRAINAGE EASEMENT
 OD = OVERLAND DRAINAGE
 ODE = OVERLAND DRAINAGE EASEMENT
 CSE = COMPENSATORY STORAGE EASEMENT
 C O T = CITY OF TULSA
 W S E = WATER SURFACE ELEVATION

PROPERTY CORNER POINT TABLE

CORNER ID	NORTHING	EASTING	DESCRIPTION
1	448792.63	2603742.38	NORTHWEST CORNER 3/8" IRON PIN FOUND
2	449821.07	2604855.08	3/8" IRON PIN FOUND
3	449804.06	2604987.26	3/8" IRON PIN FOUND
4	448051.91	2603683.72	SOUTHWEST CORNER 1" IRON PIN FOUND
5	448713.47	2603682.59	SOUTHEAST CORNER 3/8" IRON PIN FOUND
6	448715.88	2603761.86	NORTHEAST CORNER 3/8" IRON PIN FOUND

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS:
ONE (1) LOT IN ONE (1) BLOCK

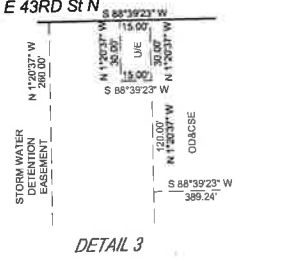
GROSS SUBDIVISION AREA:
51.85 ACRES



OWNER:
 Quik'n Tasty Foods, Inc.
 AN OKLAHOMA CORPORATION
 4705 S. 129TH E AVE.
 TULSA, OKLAHOMA 74134
 PHONE: (918) 615-1137
 CONTACT: CARLY GOODENOUGH

ENGINEER:
 Benham Design, LLC
 AN OKLAHOMA LIMITED LIABILITY CORPORATION
 C A NO. 7791 EXP. DATE 6-30-18
 ONE WEST THIRD STREET, SUITE 200
 TULSA, OK 74103
 PHONE: (918) 492-1800
 CONTACT: JOHN BEAN, PE
 EMAIL: JOHN.BEAN@BENHAM.COM

SURVEYOR:
 Isaacs Surveying Service, LLC
 AN OKLAHOMA LIMITED LIABILITY CORPORATION
 C A NO. 7791 EXP. DATE 6-30-19
 5 WEST 42ND STREET
 SAND SPRINGS, OKLAHOMA 74063
 PHONE: (918) 245-0456
 CONTACT: JOSH ISAACS
 EMAIL: JOSH@ISAACSSURVEYING.COM



SITE DATA

BENCHMARK
 CHISELED SQUARE ON CONCRETE CURB
 NORTH SIDE EAST 43RD STREET NORTH,
 980 FEET EAST OF INTERSECTION WITH
 GARNETT ROAD.
 ELEVATION 615.45.

ELEVATIONS SHOWN HEREON ARE BASED
 ON THE 1988 NAVD DATUM.

BASIS OF BEARINGS
 THE BEARING BASE FOR THIS SURVEY IS
 GRID BEARINGS BASED ON THE OKLAHOMA
 STATE PLANE COORDINATE SYSTEM,
 NORTH ZONE 3501, NORTH AMERICAN
 DATUM (NAD83), WITH THE WEST LINE OF
 NW1/4 OF SECTION 17 AS NORTH 01°01'45"
 WEST.

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
 ON IN PLACE OF LEGAL DESCRIPTION.



Nathan Foster
 2018.03.27
 12:24:06
 -05'00'

QTD/K ADDITION
 DRAFT FINAL PLAT, DATE OF PREPARATION: MARCH 26, 2018
 SHEET 1 OF 2

21.2

DEED OF DEDICATION
QTD/K ADDITION
KNOW ALL MEN BY THESE PRESENTS:

QUIN'S TASTY FOODS, INC., AN OKLAHOMA CORPORATION,
HEREINAFTER REFERRED TO AS "DEVELOPER," OWNER
OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF TULSA,
TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER
(SE/4) OF THE NORTHWEST QUARTER (NW/4), AND A PART OF
THE NORTH HALF OF THE NORTHEAST QUARTER (NE/4) OF THE
SOUTHWEST QUARTER (N/2 NE/4 SW/4) OF SECTION SEVENTEEN
(17), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST
OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF
OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY
THEREOF; SAID TRACT OF LAND BE DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT THAT IS THE SOUTHWEST CORNER OF
THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH
88° 37' 07" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST
QUARTER FOR 1310.40 FEET TO THE NORTHEAST CORNER OF LOT
ONE (1), BLOCK ONE (1), WINGO VALLEY INDUSTRIAL PARK, A
SUBDIVISION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF
OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; SAID
POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 01°
02' 49" EAST ALONG THE EASTERN LINE OF SAID LOT 1 FOR
661.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE
NORTH 88° 35' 42" EAST ALONG THE SOUTHERLY LINE OF
N/2 NE/4 SW/4 FOR 1293.44 FEET TO A POINT 23 FEET WEST
OF THE SOUTHWEST CORNER OF THE N/2 NE/4 SW/4; THENCE
NORTH 01° 01' 28" WEST ALONG THE LINE 25.00 FEET WESTERLY OF
AND PARALLEL TO THE EASTERN LINE OF SAID N/2 NE/4 SW/4
FOR 660.61 FEET TO A POINT ON THE NORTHERLY LINE OF THE
SOUTHWEST QUARTER; THENCE NORTH 03° 53' WEST ALONG A
LINE PERPENDICULAR TO THE EASTERN LINE OF SAID N/2 NE/4
SW/4 OF THE NW/4 FOR 1156.50 FEET; THENCE SOUTH 88° 39'
23" WEST ALONG THE EASTERN EXTENSION OF THE SOUTHERLY
LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE
NORTH 01° 01' 28" WEST ALONG THE SOUTHERLY LINE OF SAID
CENTER 1, A SUBDIVISION TO THE CITY OF TULSA, TULSA COUNTY,
STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT
THEREOF FOR 1212.99 FEET TO THE SOUTHWEST CORNER OF SAID
LOT 2, BLOCK 2, GREENHILL DISTRIBUTION CENTER II, THENCE
SOUTH 01° 02' 49" EAST ALONG THE EASTERN LINE OF SAID LOT
1, BLOCK 1, GREENHILL DISTRIBUTION CENTER II, THENCE
SOUTH 88° 37' 07" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1
FOR 661.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;
SOUTH SAID TRACT OF LAND CONTAINS 2,258,495.19 SQUARE FEET,
OR 51.85 ACRES, MORE OR LESS.

THE DEVELOPER HAS CAUSED THE ABOVE DESCRIBED PROPERTY
TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE
LOT AND ONE (1) BLOCK OF LAND, AND HAS DESIGNATED THE
ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS
"QTD/K ADDITION," A SUBDIVISION IN THE CITY OF TULSA, TULSA
COUNTY, OKLAHOMA.

SECTION 1 - PUBLIC STREETS AND UTILITY EASEMENTS
A. PUBLIC STREETS AND UTILITIES
THE DEVELOPER HEREBY DEDICATES TO THE PUBLIC THE
STREET RIGHT-OF-WAY DEPICTED ON A BUILDING PLAT.
THE DEVELOPER FURTHER DEDICATES TO THE PUBLIC THE
UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY
EASEMENT" FOR THE GENERAL 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 TRANSFORMER LINES, 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
THEREON, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND
UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES
STATED. PROVIDED THE DEVELOPER RESERVES THE RIGHT TO
CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR
REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH
THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION,
MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING
OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS
DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING
WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON THE
PLAT. THE DEVELOPER 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 OR
STRUCTURE OR OTHER ABOVE OR BELOW GROUND
OBSTRUCTION THAT INTERFERES WITH THE USES AND
PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED,
ERECTED, INSTALLED OR MAINTAINED; PROVIDED NOTHING
HEREIN SHALL BE DEEMED TO PROHIBIT THE INSTALLATION OF
AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING
FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. WATER, SANITARY SEWER AND STORM SEWER SERVICE
(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.
2. WITHIN UTILITY EASEMENTS, RESTRICTED WATERLINE AND
DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING
PLAT, THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION
EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A
PUBLIC WATER MAIN, SANITARY SEWER MAIN, STORM SEWER
MAIN, OR ANY OTHER UTILITY ACTIVITY WHICH, IN THE JUDGMENT
OF THE CITY OF TULSA, WOULD INTERFERE WITH PUBLIC
WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS
SHALL BE PROHIBITED.

3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL
BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC
WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM
SEWERS. BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR
RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED
BY ACTS OF THE LOT OWNER, OR OF THE LOT OWNER'S AGENTS
AND/OR CONTRACTORS.
4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL
AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY
EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER,
STORM SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE
ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS
DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING,
MAINTAINING, REPAIRING OR REPLACING ANY PORTION OF
UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER
FACILITIES.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE
ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS
SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE
BOUND BY THESE COVENANTS.

C. RESTRICTED WATERLINE EASEMENTS
THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC
PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS
DEPICTED ON THE ACCOMPANYING PLAT AS "RESTRICTED
WATERLINE EASEMENT" FOR THE PURPOSE OF CONSTRUCTING,
MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR
REMOVING WATER LINES TOGETHER WITH ALL FITTINGS
INCLUDING PIPES, VALVES, METERS AND EQUIPMENT AND
OTHER APPURTENANCES THEREON TOGETHER WITH RIGHTS OF
INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR
THE USES AND PURPOSES STATED.

D. CERTIFICATE OF OCCUPANCY RESTRICTIONS
NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE
SUBDIVISION SHALL BE ISSUED BY THE CITY OF TULSA,
OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED
INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM
SEWER SYSTEMS AND SERVICES), 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, FURTHER
NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE
THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE
WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A
CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN
AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND
ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE
PARTICULAR PHASE, BUILDING CONSTRUCTION BEGINNING
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.

E. UTILITY SERVICE
1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE
AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN
THE PERMETER EASEMENTS OF THE SUBDIVISION, STREET
LIGHT 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 EASEMENTS DEPICTED
FOR GENERAL 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 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 USE DETERMINED BY THE
LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON
THE LOT. PROVIDED UPON INSTALLATION OF A SERVICE
CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE,
THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED
TO HAVE A DEFINITIVE, PERMANENT, ERECTIVE AND
NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5
FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF A
SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN,
SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE
ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION
AND GAS 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, REPAIRING,
REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC,
TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED
BY THE SUPPLIER OF THE UTILITY SERVICE.

F. 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
WHICH WOULD INTERFERE WITH THE SUPPLY OF GAS SERVICE.
2. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE
PROTECTION OF THE UNDERGROUND GAS FACILITIES
LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE
ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY
WHICH WOULD INTERFERE WITH THE SUPPLY OF GAS SERVICE.
3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE
ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC,
TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE
OWNER OF ANY LOT AGREES TO BE BOUND BY THESE
COVENANTS.

G. OVERLAND DRAINAGE EASEMENTS
1. THE DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC
PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE
AREAS DEPICTED ON THE ACCOMPANYING PLAT AS
"OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF
PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND
DISCHARGE OF STORM WATER RUNOFF FROM VARIOUS LOTS
WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE
THE SUBDIVISION.
2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE
EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH
THE ADOPTED STANDARDS OF THE CITY OF TULSA,
OKLAHOMA, AND PLANS AND SPECIFICATION APPROVED BY THE
CITY.

H. OTHER AND DRAINAGE EASEMENTS
1. THE DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC
PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE
AREAS DEPICTED ON THE ACCOMPANYING PLAT AS
"STORMWATER DETENTION EASEMENT" FOR THE PURPOSES
OF PERMITTING THE FLOW, CONVEYANCE, AND
DISCHARGE OF STORMWATER DETENTION EASEMENTS
LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS
SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS
AND REGULATIONS APPROVED BY THE CITY OF TULSA,
OKLAHOMA.
2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES
LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS
SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS
AND REGULATIONS APPROVED BY THE CITY OF TULSA,
OKLAHOMA.

DRAFT FINAL PLAT

A MINOR SUBDIVISION PLAT

QTD/K ADDITION

A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4, NW/4), AND
THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (N/2 NE/4 SW/4)
OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST,
OF THE INDIAN BASE & MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION
SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND
DRAINAGE EASEMENT UNLESS THERE BE ANY ALTERATION
OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY
THE CITY OF TULSA, OKLAHOMA, PROVIDED THAT THE
PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF
THE CITY.

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

COMPENSATORY STORAGE EASEMENTS
1. THE DEVELOPER DEDICATES TO THE PUBLIC PERPETUAL
EASEMENTS ON, OVER, AND ACROSS THOSE AREAS
DEPICTED ON THE ACCOMPANYING PLAT AS "COMPENSATORY
STORAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE
STORAGE OF STORM WATER.
2. DRAINAGE FACILITIES LOCATED WITHIN THE COMPENSATORY
STORAGE EASEMENTS SHALL BE CONSTRUCTED IN
ACCORDANCE WITH STANDARDS AND SPECIFICATIONS
APPROVED BY THE CITY OF TULSA, OKLAHOMA.
3. THE GRADES WITHIN COMPENSATORY STORAGE EASEMENTS
SHALL NOT BE ALTERED AFTER COMPLETION OF THE FINISH
SURFACE GRADE AND GROUND WATER TABLE. COMPENSATORY
STORAGE EASEMENTS SHALL BE
RE-VEGETATED WITH SLAB SOO ONLY AND NO TREES OR
SHRUBS OR OTHER ABOVE GRADE VEGETATION SHALL BE
PLANTED OR MAINTAINED WITHIN COMPENSATORY STORAGE
EASEMENTS.
4. NO CONSTRUCTION OR INSTALLATION OF ANY STRUCTURE OR
OTHER IMPROVEMENT, NO GRADING, FILLING OR OTHER
EARTH-CHANGE, AND NO ACTIVITY CAUSING A REDUCTION OF
FLOOD STORAGE VOLUME SHALL OCCUR OR BE PERMITTED,
WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF
TULSA, OKLAHOMA, OR ITS SUCCESSORS. COMPENSATORY
STORAGE EASEMENTS SHALL BE MAINTAINED BY THE LOT
OWNER AT THE LOT OWNER'S EXPENSE.
5. IN THE EVENT THE OWNER OF THE LOT SHOULD FAIL TO
PROPERLY MAINTAIN THE COMPENSATORY STORAGE
EASEMENTS, OR ALTER THE GRADE OR PLACE OBSTRUCTIONS IN
THE EASEMENTS, THE CITY OF TULSA, OKLAHOMA, OR ITS
SUCCESSORS, OR ITS DESIGNATED CONTRACTOR MAY ENTER
AND PERFORM THE WORK NECESSARY TO ACHIEVE THE
INTENDED DRAINAGE AND STORAGE FUNCTIONS. THE COST OF
THIS WORK SHALL BE PAID BY THE OWNER OF THE LOT. IN
THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF
MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND
RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA,
OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT
OF COSTS IN THE LAND RECORDS OF THE CITY OF TULSA,
OKLAHOMA, AND CLERK THEREOF. THE COSTS SHALL BE A
LIEN AGAINST THE PROPERTY IN THE SUBDIVISION. A LIEN
ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY
THE CITY OF TULSA, OKLAHOMA.

STORMWATER DETENTION EASEMENTS
1. THE DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC
PERPETUAL EASEMENTS ON, OVER, AND ACROSS THE
AREAS DEPICTED ON THE ACCOMPANYING PLAT AS
"STORMWATER DETENTION EASEMENT" FOR THE PURPOSES
OF PERMITTING THE FLOW, CONVEYANCE, AND
DISCHARGE OF STORMWATER DETENTION EASEMENTS
LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS
SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS
AND REGULATIONS APPROVED BY THE CITY OF TULSA,
OKLAHOMA.
2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES
LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS
SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS
AND REGULATIONS APPROVED BY THE CITY OF TULSA,
OKLAHOMA.
3. NO FENCE, WALL, BUILDING OR OTHER CONSTRUCTION MAY
BE PLACED OR MAINTAINED IN STORMWATER DETENTION
EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF
GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY
OF TULSA, OKLAHOMA.

4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES
SHALL BE MAINTAINED BY THE OWNER OF THE LOT, TO THE
EXTENT NECESSARY FOR THE PROTECTION OF THE EASEMENTS,
RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF
APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND
SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY
THE OWNER IN ACCORDANCE WITH THE FOLLOWING MINIMUM
STANDARDS:
A. GRASS AREA SHALL BE MOWED (IN SEASON) AT REGULAR
INTERVALS OF FOUR WEEKS OR LESS.
B. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN
GOOD CONDITION AND REPLACED IF DAMAGED.
C. THE DETENTION EASEMENT SHALL BE KEPT FREE OF
DEBRIS.
D. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE
CHANNELS SHALL BE PERFORMED TWICE YEARLY.
E. LANDSCAPING, APPROVED BY THE CITY OF TULSA, OKLAHOMA
SHALL BE ALLOWED WITHIN THE DETENTION FACILITIES.

6. IN THE EVENT THE LOT OWNER SHOULD FAIL TO PROPERLY
MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE
FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN
OBSTRUCTION, OR THE ALTERATION OF GRADE WITHIN A
DETENTION EASEMENT, THE CITY OF TULSA, OKLAHOMA, OR
ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM
MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED
DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION
OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS
THEREOF SHALL BE PAID BY THE LOT OWNER. IN THE EVENT
THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE
AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A
STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA MAY
FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE
LAND RECORDS OF THE CITY OF TULSA COUNTY CLERK, AND
THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE
PROPERTY IN THE SUBDIVISION. A LIEN ESTABLISHED AS
PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF
TULSA, OKLAHOMA.

K. SIDEWALKS
SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG
STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE
SUBDIVISION REGULATIONS OF THE CITY OF TULSA, OKLAHOMA.
SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH
THE STANDARDS OF THE CITY OF TULSA, OKLAHOMA. THE
DEVELOPER SHALL CONSTRUCT THE SIDEWALKS ALONG 43RD
STREET NORTH.

L. PAVING AND LANDSCAPING WITHIN EASEMENTS
THE OWNER OF ANY LOT 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, TELEPHONE, CABLE
TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT
AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED
THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, OR
SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE
CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

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

**SECTION II ENFORCEMENT, DURATION, AMENDMENT,
AND SEVERABILITY**
A. ENFORCEMENT
THE RESTRICTIONS HERIN SET FORTH ARE COVENANTS TO RUN
WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPER,
ITS SUCCESSORS AND ASSIGNS WITHIN THE PROVISIONS OF
SECTION I PUBLIC STREETS AND UTILITIES ARE SET FORTH
CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS
PERTAINING THERETO AND WHETHER OR NOT THEREIN SO
STATED. THE COVENANTS WITHIN SECTION I SHALL INURE TO
THE BENEFIT OF, AND BE ENFORCEABLE BY, THE CITY OF
TULSA, OKLAHOMA. IN ANY JUDICIAL ACTION BROUGHT TO
ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF
DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE
EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS
HEREBY WAIVED.

B. DURATION
THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND
EFFECT FOR 25 YEARS AND SHALL AUTOMATICALLY BE
CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10
YEARS EACH, UNLESS TERMINATED OR AMENDED AS
HEREINAFTER PROVIDED.
C. AMENDMENT
THE COVENANTS CONTAINED WITHIN SECTION I PUBLIC STREETS
AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME
BY WRITTEN INSTRUMENTS SIGNED AND ACKNOWLEDGED BY THE
OWNER OF THE LOT 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.

QTD/K ADDITION
DRAFT FINAL PLAT, DATE OF PREPARATION: MARCH 26, 2018
SHEET 2 OF 2

D. SEVERABILITY
INVALIDATION OF ANY RESTRICTIONS 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 RESTRICTIONS OF ANY PART THEREOF
AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE
AND EFFECT.

IN WITNESS WHEREOF, QUIN/K TASTY FOODS, INC., AN
OKLAHOMA CORPORATION BEING THE SOLE OWNER OF THE
SUBDIVISION, HAS EXECUTED THIS DEED OF DEDICATION ON
THIS _____ DAY OF _____, 2018.

QUIN/K TASTY FOODS, INC.,
AN OKLAHOMA CORPORATION

BY: KEVIN M. GLEASON
VICE-PRESIDENT
STATE OF OKLAHOMA }
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE, ON THIS _____ DAY OF _____, 2018,
PERSONALLY APPEARED KEVIN GLEASON, TO ME KNOWN TO BE
THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE
MAKER THEREOF 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 QUIN/K TASTY FOODS,
INC., FOR THE USES AND PURPOSES HEREIN SET FORTH.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR
LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
CERTIFICATE OF SURVEY

I, _____ A REGISTERED PROFESSIONAL LAND
SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I
HAVE FULLY COMPLIED WITH REQUIREMENTS OF THESE SUBDIVISION
REGULATIONS AND THE SUBDIVISION LAWS OF THE STATE OF
OKLAHOMA GOVERNING SURVEYING, DRAWING AND MAPPING OF THE
LAND, THAT THE PLAT IS A CORRECT REPRESENTATION OF ALL THE
EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE
SUBDIVISION OF IT, AND THAT THE PLAT REPRESENTS A SURVEY
MADE BY ME AND IS A TRUE REPRESENTATION OF THE SURVEY MADE
ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS
OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE
PRACTICE OF LAND SURVEYING AS ADOPTED.

MY HAND AND SEAL, THIS _____ DAY OF _____, 2018.

BY: _____
STATE OF OKLAHOMA }
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE, ON THIS _____ DAY OF _____, 2018,
PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL
PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY
ACT AND DEED, FOR THE USES AND PURPOSES HEREIN SET FORTH
LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

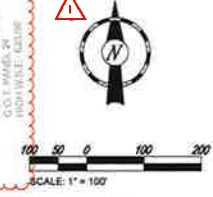
21.3

Draft Final Plat

A MINOR SUBDIVISION PLAT

QTD/K ADDITION

A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4, NW/4), AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (N/2 NE/4 SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE & MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA



ABBREVIATION LEGEND

- G.D.C. = GREENHILL DISTRIBUTION CENTER
- ESMT = EASEMENT
- RWE = RESTRICTED WATERLINE EASEMENT
- UE = UTILITY EASEMENT
- DRE = DRAINAGE EASEMENT
- OD = OVERLAND DRAINAGE
- ODE = OVERLAND DRAINAGE EASEMENT
- CSE = COMPENSATORY STORAGE EASEMENT
- C.S. = CITY OF TULSA
- W.S.E. = WATER SURFACE ELEVATION

CORNER ID	NORTHING	EASTING	DESCRIPTION
1	449792.83	2603742.38	NORTHWEST CORNER 3/8" IRON PIN FOUND
2	449821.07	2604855.06	3/8" IRON PIN FOUND
3	448084.06	2604887.26	3/8" IRON PIN FOUND
4	448051.81	2603893.72	SOUTHWEST CORNER 1" IRON PIN FOUND
5	448713.47	2603682.58	SOUTHEAST CORNER 3/8" IRON PIN FOUND
6	448715.88	2603761.86	NORTHEAST CORNER 3/8" IRON PIN FOUND

SUBDIVISION CONTAINS:	ONE (1) LOT IN ONE (1) BLOCK
GROSS SUBDIVISION AREA:	51.85 ACRES

SITE DATA

BENCHMARK
CHISELED SQUARE ON CONCRETE CURB
NORTH SIDE EAST 43RD STREET NORTH,
800 FEET EAST INTERSECTION WITH
GARNETT ROAD.
ELEVATION 615.45

ELEVATIONS SHOWN HEREON ARE BASED ON THE 1988 NAVD DATUM.

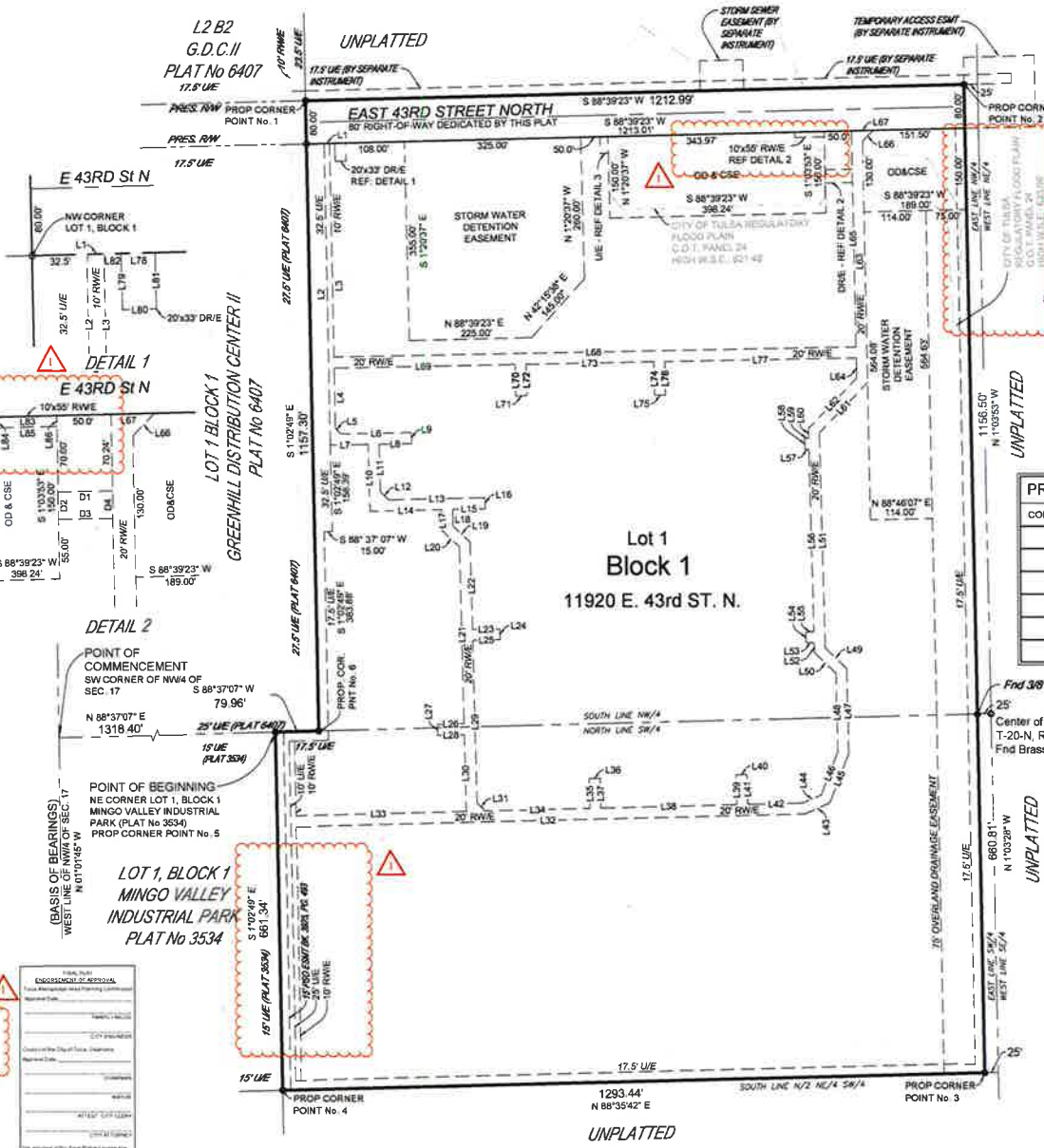
BASIS OF BEARINGS
THE BEARING BASE FOR THIS SURVEY IS GRID BEARINGS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NORTH AMERICAN DATUM (NAD83), WITH THE WEST LINE OF NW/4 OF SECTION 17 AS NORTH 01°01'45" WEST.

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 ON IN PLACE OF LEGAL DESCRIPTION.

RESTRICTED WATER LINE EASEMENT

Line #	Length	Direction
L1	10.00	S88°38'23"W
L2	552.90	S01°02'49"E
L3	391.78	S01°02'49"E
L4	110.87	S01°02'49"E
L5	14.14	S46°02'49"E
L6	129.50	N88°57'11"E
L7	59.62	N88°57'11"E
L8	59.68	N88°57'11"E
L9	20.00	S01°02'49"E
L10	122.53	S01°02'37"E
L11	47.48	S01°02'37"E
L12	21.24	S46°15'35"E
L13	177.43	N88°49'27"E
L14	132.31	N88°49'27"E
L15	81.93	N88°49'27"E
L16	20.00	S01°10'33"E
L17	39.18	S01°20'37"E
L18	30.82	S01°20'37"E
L19	42.97	S46°20'37"E
L20	42.97	S46°20'37"E
L21	325.35	S01°20'37"E
L22	161.29	S01°20'37"E
L23	50.30	N88°39'23"E
L24	20.00	S01°20'37"E
L25	50.30	N88°39'23"E
L26	49.00	S88°39'23"E
L27	20.00	S01°20'37"E
L28	298.55	S01°20'37"E
L29	141.19	S01°20'37"E
L30	21.21	S46°20'37"E
L31	937.10	N88°39'23"E
L32	313.29	N88°39'23"E
L33	192.90	N88°39'23"E
L34	59.00	N88°39'23"E
L35	59.00	N88°39'23"E
L36	20.00	N88°39'23"E
L37	55.00	N01°20'37"W
L38	250.45	N88°39'23"E
L39	55.00	N01°20'37"W
L40	20.00	N88°39'23"E
L41	55.00	N01°20'37"W
L42	101.37	N88°39'23"E
L43	49.84	N88°39'23"E
L44	49.84	N66°09'23"E
L45	97.98	N21°09'23"E
L46	85.72	N21°09'23"E
L47	154.81	N01°20'37"W
L48	142.55	N01°20'37"W
L49	54.81	N46°20'37"W
L50	54.81	N46°20'37"W
L51	586.18	N01°20'37"W
L52	18.69	N01°20'37"W
L53	15.00	N88°39'23"E
L54	20.00	N01°20'37"W
L55	15.00	N88°39'23"E
L56	336.64	N01°20'37"W
L57	7.50	N88°39'23"E
L58	20.00	N01°20'37"W
L59	7.50	N88°39'23"E
L60	17.40	N01°20'37"W
L61	128.94	N43°39'23"E
L62	128.00	N43°39'23"E
L63	441.61	N01°03'53"W
L64	36.82	N01°03'53"W
L65	398.46	N01°03'53"W
L66	28.35	N43°47'45"E
L67	40.00	S88°56'07"W
L68	991.58	S88°56'07"W
L69	333.20	S88°56'07"W
L70	57.00	N01°03'53"W
L71	20.00	S88°56'07"W
L72	57.00	N01°03'53"W
L73	235.45	S88°56'07"W
L74	61.00	N01°03'53"W
L75	20.00	S88°56'07"W
L76	61.00	N01°03'53"W
L77	352.94	S88°56'07"W
L78	20.00	S88°56'07"W
L79	33.00	S01°21'38"E
L80	20.00	N88°36'02"E
L81	33.00	N01°21'38"E
L82	33.00	S88°39'23"E
L83	55.00	S88°39'23"E
L84	10.00	S01°03'53"W
L85	55.00	N88°39'23"E
L86	10.00	N01°03'53"W

Line #	Length	Direction
D1	50.00	S66°56'07"W
D2	25.00	N01°03'53"W
D3	50.00	N88°56'07"E
D4	25.00	N01°03'53"W



file

QTD/K ADDITION
DRAFT FINAL PLAT, DATE OF PREPARATION: MARCH 28, 2019
SHEET 1 OF 2

DEED OF DEDICATION
QTD/K ADDITION
KNOW ALL MEN BY THESE PRESENTS:

QUICK TASTY FOODS, INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4), AND A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (N/2 NE/4 SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 89° 37' 07" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER FOR 1318.40 FEET TO THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), MINCO VALLEY INDUSTRIAL PARK, A SUBDIVISION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 01° 02' 49" EAST ALONG THE EASTERN LINE OF SAID LOT 1 FOR 661.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 88° 35' 42" EAST ALONG THE SOUTHERLY LINE OF THE N/2 NE/4 SW/4 FOR 1293.44 FEET TO A POINT 25.00 FEET WEST OF THE POINT OF BEGINNING; THENCE SOUTH 89° 37' 07" WEST ALONG A LINE 25.00 FEET WESTERLY OF AND PARALLEL TO THE EASTERN LINE OF SAID N/2 NE/4 SW/4 FOR 680.81 FEET TO A POINT ON THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE NORTH 01° 03' 28" WEST ALONG A LINE 25.00 FEET WESTERLY OF AND PARALLEL TO THE EASTERN LINE OF THE NW/4 FOR 1156.50 FEET; THENCE SOUTH 86° 39' 23" WEST ALONG THE SOUTHWEST LINE OF THE SOUTHERLY LINE OF LOT TWO (2), BLOCK TWO (2), GREENHILL DISTRIBUTION CENTER II, A SUBDIVISION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FOR 1212.99 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 2, GREENHILL DISTRIBUTION CENTER II; THENCE SOUTH 01° 02' 49" EAST ALONG THE EASTERN LINE OF SAID LOT 1, BLOCK 1, GREENHILL DISTRIBUTION CENTER II, FOR 1157.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88° 37' 07" WEST ALONG THE SOUTHWEST LINE OF SAID LOT 1 FOR 798.66 FEET TO THE POINT OF BEGINNING; SAID TRACT OF LAND, SAID TRACT OF LAND CONTAINS 2,258,495.19 SQUARE FEET, OR 51.85 ACRES, MORE OR LESS.

THE DEVELOPER HAS CAUSED THE ABOVE DESCRIBED PROPERTY TO BE SURVEYED, STAKED AND SUBDIVIDED INTO ONE (1) LOT AND ONE (1) BLOCK, IN CONFORMANCE WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "QTD/K ADDITION, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA."

SECTION I - PUBLIC STREETS AND UTILITY EASEMENTS

A. PUBLIC STREETS AND UTILITIES

THE DEVELOPER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHT-OF-WAY DEPicted ON THE ACCOMPANYING PLAT. THE DEVELOPER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED ON THE ACCOMPANYING 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 FITTINGS, INCLUDING THE POLES, SECTIONS, 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 DEVELOPER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPicted ON THE PLAT, FOR THE PURPOSES OF PERFORMING WATER AND/OR SEWER SERVICES TO AREAS DEPicted ON THE PLAT. THE DEVELOPER HERIN 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 THE USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, DEPicted, INSTALLED FOR OR IN THE NEAR FUTURE HEREIN SHALL BE DEDICATED TO PROMOT DIVERS, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. WATER SANITARY SEWER AND STORM SEWER SERVICE

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.

2. WITHIN UTILITY EASEMENTS, RESTRICTED WATERLINE AND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA. THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGEMENT OF THE CITY OF TULSA, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.

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

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

C. RESTRICTED WATERLINE EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DEPicted ON THE ACCOMPANYING PLAT AS "RESTRICTED WATERLINE EASEMENTS" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING WATER LINES TOGETHER WITH ALL FITTINGS INCLUDING PIPES, VALVES, METERS AND EQUIPMENT AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES STATED.

D. 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 (STREET LIGHTS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) 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 SUCH ISSUANCE. FURTHER, NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THAT PARTICULAR PHASE, 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.

E. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERMITTER EASEMENTS OF THE SUBDIVISION. STREET LIGHT 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 EASEMENTS DEDICATED FOR GENERAL 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 GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT. PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEDICATED TO HAVE A DEDICATIVE, 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. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION 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 PURPOSES 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.

H. OVERLAND DRAINAGE EASEMENTS

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

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

DRAFT FINAL PLAT

A MINOR SUBDIVISION PLAT

QTD/K ADDITION

A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE4, NW4), AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (N/2 NE/4 SW4) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE & MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA.

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

F. GAS SERVICE

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.

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

3. THE 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 BY THESE COVENANTS

G. DRAINAGE EASEMENTS

1. THE DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPicted ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENTS" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND/OR REMOVING STORM SEWERS, AND ANY APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE DRAINAGE EASEMENTS FOR THE USES AND PURPOSES STATED.

2. DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS.

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

4. THE ABOVE DRAINAGE AREA OF ANY DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT IS LOCATED, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF TULSA, OKLAHOMA. IN THE EVENT THE LOT OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE GRADE THEREIN, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND STORAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY IN THE SUBDIVISION, A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

5. IN THE EVENT THE OWNER OF THE LOT SHOULD FAIL TO PROPERLY MAINTAIN THE COMPENSATORY STORAGE EASEMENTS, ALTER THE GRADE OR PLACE OBSTRUCTIONS IN THE EASEMENTS, THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM THE WORK NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND STORAGE FUNCTIONS. THE COST OF THIS WORK SHALL BE PAID BY THE OWNER OF THE LOT. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY IN THE SUBDIVISION, A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

I. STORMWATER DETENTION EASEMENTS

1. THE DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION.

2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER CONSTRUCTION MAY BE PLACED OR MAINTAINED IN STORMWATER DETENTION EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF TULSA, OKLAHOMA.

4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPEARANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- A. GRASS AREA SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS OR LESS.
- B. CONCRETE APPEARANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- C. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
- D. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
- E. LANDSCAPING, APPROVED BY THE CITY OF TULSA, OKLAHOMA SHALL BE ALLOWED WITHIN THE DETENTION FACILITIES.

5. IN THE EVENT THE LOT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, OR THE ALTERATION OF GRADE WITHIN A DETENTION EASEMENT, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY IN THE SUBDIVISION, A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

K. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STRIPS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF TULSA, OKLAHOMA. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF TULSA, OKLAHOMA. THE DEVELOPER SHALL CONSTRUCT THE SIDEWALKS ALONG 43RD STREET NORTH.

L. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF ANY LOT DEPicted ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCURRED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPicted UPON THE ACCOMPANYING PLAT, PROVIDED THAT THE CITY OF TULSA, OKLAHOMA, VEGETATION SHALL BE PLANTED OR MAINTAINED WITHIN COMPENSATORY STORAGE EASEMENTS.

M. SURFACE DRAINAGE

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

SECTION II ENFORCEMENT, DURATION, AMENDMENT AND SERVICEABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROMISONS OF SECTION I PUBLIC STREETS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTION I SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY, THE CITY OF TULSA, OKLAHOMA, IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THE DEED OF DEDICATION. THE DEFENSE THAT THE PARTY INITIATING THE SUIT HAS PRECEDED HAD AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT FOR 25 YEARS AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS EACH, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I PUBLIC STREETS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENTS SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION AND ITS SUCCESSORS, AND THE CITY OF TULSA, OKLAHOMA.

D. SEVERABILITY

IN VALIDATION OF ANY RESTRICTIONS SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGEMENT, OR DEGREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE RESTRICTED OF ANY PART OF THE DEED AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, QUICK TASTY FOODS, INC., AN OKLAHOMA CORPORATION BEING THE SOLE DEDICATOR OF THIS _____ DAY OF _____, 2018.

QUICK TASTY FOODS, INC., AN OKLAHOMA CORPORATION

BY: KEVIN M. GLEASON
VICE-PRESIDENT

STATE OF OKLAHOMA }
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2018, PERSONALLY APPEARED KEVIN M. GLEASON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF 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 QUICK TASTY FOODS, INC., FOR THE USES AND PURPOSES HEREIN SET FORTH.

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

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, _____, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE FULLY COMPLIED WITH THE REQUIREMENTS OF THESE SUBDIVISION REGULATIONS AND THE SUBDIVISION LAWS OF THE STATE OF OKLAHOMA GOVERNING SURVEYING, DIVING AND MAPPING OF THE LAND, THAT THE PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREON. THE PLAT REPRESENTS A SURVEY MADE BY ME AND IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS THE REQUIREMENTS OF THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED _____.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2018.

BY: _____

STATE OF OKLAHOMA }
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2018, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN SET FORTH.

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

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

QTD/K ADDITION
DRAFT FINAL PLAT, DATE OF PREPARATION: MARCH 26, 2018
SHEET 2 OF 2

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