

BROKEN ARROW BAPTIST TEMPLE

AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA
A SUBDIVISION OF A PART OF LOT 4 IN SECTION 6, T-18-N, R-15-E

STATE OF OKLAHOMA)
COUNTY OF WAGONER) SS

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That Broken Arrow Baptist Temple, Inc., an Oklahoma non-profit corporation, be the sole owner of the real property hereinafter described, to-wit:

A part of Lot 4, Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, being more particularly described as follows, to-wit:

Commencing at the Northwest corner of said Lot 4 and running thence S 89°-46'-57" E a distance of 1301.42 feet to the Northeast corner of said Lot 4, thence S 00°-01'-21" E along the East line of said Lot 4, a distance of 374.80 feet to a point, thence S 45°-01'-21" W a distance of 16.97 feet to a point, thence S 00°-01'-21" W a distance of 40.00 feet to a point, thence S 44°-58'-39" E a distance of 16.97 feet to the East line of said Lot 4, thence S 00°-01'-21" W a distance of 185.27 feet to a point, thence S 89°-46'-57" E a distance of 350.00 feet to the POINT OF BEGINNING, said described tract containing 217,800.00 square feet or 5.000 acres, more or less. Subject to any easements or rights-of-way of record.

has caused said described property to be surveyed, staked and platted into lots, blocks and streets in conformity to the plat annexed hereto and have caused the same to be named and designated "Broken Arrow Baptist Temple", an Addition to the City of Broken Arrow, Wagoner County, Oklahoma.

AND, the undersigned owner hereby dedicates for the public use the streets and easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all streets, public utilities, including storm sewers, sanitary sewers, telephone lines, electric power lines and transformers, gas lines, cable lines, water lines, together with all fittings and equipment for each such facility, including poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress into and upon said easements for the uses and purposes aforesaid; provided, however, that the undersigned owner hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress for such construction, maintenance, operating, laying and relaying, over, across and along all strips of land included within the easement shown thereon both for the purposes of furnishing water and sewer service to the area included in said plat, and to other areas.

AND, the undersigned owner, for the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants, and for the mutual benefit of the undersigned owner, his successors and assigns and the adjacent owners, during the tract, their successors and assigns do hereby impose the following restrictions, limitations and reservations which shall be binding upon all subsequent purchasers:

- All buildings constructed in the Addition shall conform to the City of Broken Arrow zoning regulations applicable to said tract.
- Overhead pole lines for the supply of electric and communication services may be located along the North, East & West sides of the Addition. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
- Except to buildings on lots described in paragraph (2) above, which may be served from overhead electric and communication service lines, underground service cables to all buildings which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of use determined by the location and construction of such buildings as may be located upon each said lot, provided that upon the installation of such a service cable to a particular building, the supplier of electric and communication service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said structure.
- The supplier of electric and communication service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground facilities so installed by it.
- The owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities. The Company will be responsible for ordinary maintenance of underground electric and communication facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier of such service, and the owner of each lot agrees to be bound hereby.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under then for twenty (20) years from the date the plat of "Broken Arrow Baptist Temple" is filed in the office of the County Clerk, Tulsa County, Oklahoma.

If the parties hereto, or any of them, or their heirs or assigns, or any person owning any of the said lots hereinabove described shall violate any of the covenants, it shall be lawful for any other person or persons owning any of the lots in said development or subdivision to prosecute any proceedings of law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, either to prevent him or them from so doing or to recover damages or other dues from such violations.

Invalidation of any of these covenants by judgment or court shall in no wise affect any of the other provisions contained herein which shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand at Broken Arrow, Oklahoma, this 12 day of September, 1983.

BROKEN ARROW BAPTIST TEMPLE, INC.,
an Oklahoma non-profit corporation,

By: Greg M. Sartin
President

ATTEST: Jack E. Pickle, Jr.
Secretary

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, the undersigned a Notary Public in and for said County and State, on this 12 day of September, 1983, personally appeared Greg M. Sartin, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument 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 corporation, for the uses and purposes therein set forth.

Given my hand and seal of office the day and year last above written.

My Commission Expires August 9, 1987

Chita Lucy
Notary Public

CERTIFICATE OF SURVEY

We, ENGINEERING CONSULTANTS, INC., of Broken Arrow, Oklahoma, do hereby certify that we have, at the instance of the owner designated above, made the above described survey, and that the accompanying plat is a true and correct representation of that survey.

Dated this 12th day of Sept, 1983.

ENGINEERING CONSULTANTS, INC.
By: Lynden L. Burrow
Lynden L. Burrow, L.L.C. No. 1077 Vice-President



STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, the undersigned a Notary Public in and for said County and State, on this 12 day of September, 1983, personally appeared Lynden L. Burrow, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument 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 corporation, for the uses and purposes therein set forth.

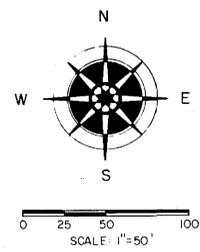
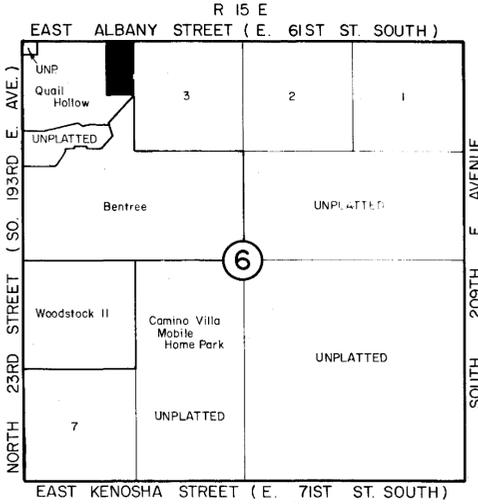
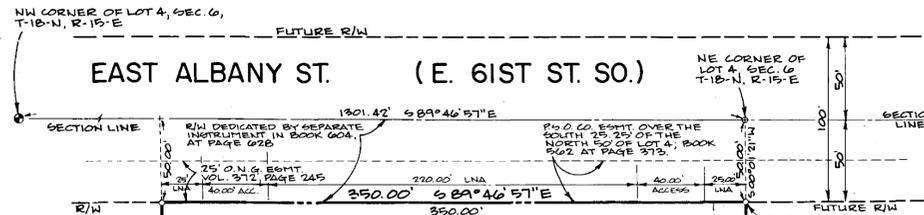
Given my hand and seal of office the day and year last above written.

My Commission Expires August 9, 1987

Chita Lucy
Notary Public

I, the undersigned, the duly qualified and acting County Treasurer of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the above description are paid.

Patsy Coates
Deputy



APPROVED 6-1-83 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor: Pick Head
Attest: City Clerk: Larry Spurlin

QUAIL HOLLOW

QUAIL HOLLOW

BENTREE

OWNER:
BROKEN ARROW BAPTIST TEMPLE, INC.
P.O. BOX 1197
BROKEN ARROW, OKLAHOMA 74012
1-918-455-3590

ENGINEERS:
ENGINEERING CONSULTANTS, INC.
1700 WEST ALBANY
BROKEN ARROW, OKLAHOMA 74012
1-918-258-8621

ADDITION CONTAINS:
5.00 ACRES GROSS
1 LOT

THE APPROVAL AND FILING OF THIS PLAT DOES NOT GUARANTEE THAT CONNECTIONS WILL BE PERMITTED TO THE HAIKEY CREEK/LYNN LANE WASTEWATER TREATMENT PLANT. THE OWNER OF EACH LOT IS RESPONSIBLE FOR OBTAINING FROM THE CITY ENGINEER A CONNECTION CONTRACT AND/OR CONNECTION PERMIT, CERTIFYING TO CAPACITY. IF CAPACITY IS NOT AVAILABLE, CONNECTION OF THE LOT WILL NOT BE PERMITTED.