

SUBDIVISION CONTAINS  
ONE (1) LOT IN ONE (1) BLOCK  
LOT 1, BLOCK 1 CONTAINS 1.38 ACRES.

# County Line Branch Addition

AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA  
A RESUBDIVISION OF PART OF LOT ONE (1), BLOCK ONE (1), ANGUS ACRES,  
BEING A PART OF LOT ONE (1), SECTION 7, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE & MERIDIAN,

**OWNER:**  
First National Bank & Trust  
Company of Broken Arrow  
a national banking association  
121 South Main Street  
Broken Arrow, Oklahoma 74012  
Phone: (918) 251-5371

**ENGINEER:**  
Sisemore & Hall, Inc.  
11002 East 51st Street South  
Suite A  
Tulsa, Oklahoma 74146  
Phone: (918) 663-7770



Scale: 1"=40'  
0 20 40 80 120

ACC = ACCESS PERMITTED  
LNA = LIMITS OF NO ACCESS  
B/L = BUILDING LINE  
U/E = UTILITY EASEMENT

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

Mary Sue Taddler, County Treasurer  
Deputy

## Deed of Dedication and Restrictive Covenants

KNOWN ALL MEN BY THESE PRESENTS:

THE FIRST NATIONAL BANK AND TRUST COMPANY OF BROKEN ARROW, a national banking association, hereinafter referred to as the "Owner/Developer", is the owner of the following described land in the City of Broken Arrow, Wagoner County, State of Oklahoma, to-wit:

A tract of land that is part of Lot One (1), Block One (1), Angus Acres, a subdivision of Lot One (1), Section Seven (7), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the recorded plat thereof, said tract of land being described as follows, to-wit:

"Beginning at the Southeast Corner of said Lot 1; Thence South 89°09'05" West along the southerly line of Lot 1 for 291.00 feet; Thence North 01°21'20" West, parallel with and 10.00 feet Easterly of the Westerly line of Lot 1, for 137.52 feet; Thence South 89°03'30" West for 3.00 feet; Thence North 01°21'20" West, parallel with and 7.00 feet Easterly of the Westerly Line of Lot 1, for 94.84 feet; Thence North 43°42'55" East for 31.07 feet; Thence North 01°21'20" West and parallel with the Westerly line of Lot 1 for 5.73 feet; Thence North 88°52'50" East for 272.00 feet to a point on the easterly line of Lot 1, said point being 15.09 feet Southerly of the Northeast corner of Lot 1; Thence South 01°21'13" East along said Easterly line for 261.61 feet to the "Point of Beginning" of said tract of land.

and has caused the above described land to be surveyed, staked and platted in conformity with the accompanying plat, and has designated the subdivision as "COUNTY LINE BRANCH ADDITION", a subdivision in the City of Broken Arrow, Wagoner County, Oklahoma (the "Property").

### SECTION I. STREETS, EASEMENTS AND UTILITIES

#### A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as "U/E" for the several purposes of constructing, maintaining, operating, repairing, replacing and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay utilities, telephone and communication lines, gas lines, electric lines and transformers, waterlines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing such utilities or services to the property. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each owner of the property and shall be enforceable by the City of Broken Arrow, 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 shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences, walls and the like that do not interfere with the foregoing utility usage.

#### B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the perimeter boundaries of the subdivision if located within the utility easements herein established. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision. All supply lines shall be located underground in the easementways dedicated for general utility services as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easementways.

2. Underground service cables to all structures which may be located on the property may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the property, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective easement on the property, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, gas, telephone and cable television services, through its agents and employees, shall at all times have right of access to all easementways 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, gas, telephone or cable television facilities installed by the supplier of the utility service.

4. The owner of the Property shall be responsible for the protection of the underground service facilities located thereon and shall prevent the alteration of grade or any construction activity which would interfere with the electric, gas, telephone or cable television facilities serving the Property. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of the underground service facilities caused or necessitated by acts of the owner or his agents or contractors.

5. The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the electric, gas, telephone or cable television service and the owner of the property agrees to be bound hereby.

#### C. Water and Sewer Service

1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located upon and serving the Property.

2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.

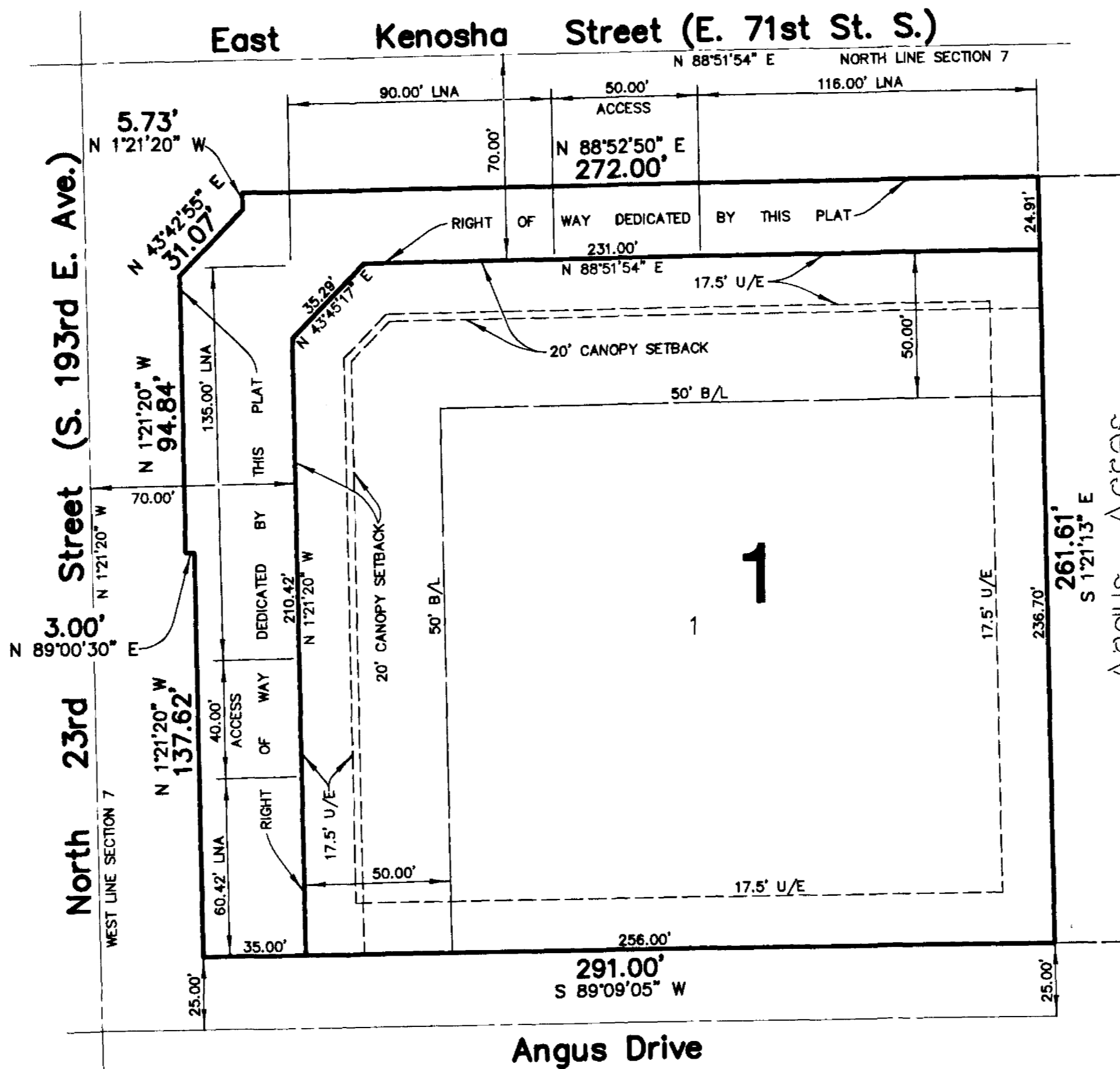
3. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains that serve the Property, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

4. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

5. The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the Property agrees to be bound hereby.

#### D. Surface Drainage

The Property shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets. The owner of the Property shall not 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 Property. The foregoing covenants set forth in this paragraph D shall be enforceable by any owner of all or any part of the property and by the City of Broken Arrow, Oklahoma.



#### E. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the Property adjacent to North 23rd Street and East Kenosha Street within the bounds designated as "Limits Of No Access" (L.N.A.) on the accompanying plat, which "Limits Of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto and the limits of no access above established shall be enforceable by the City of Broken Arrow.

#### F. Paving and Landscaping Within Easements

The owner of the Property shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric service facilities within the utility easement areas depicted upon the accompanying plat, provided however, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use due care in the performance of such activities.

## SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

### A. Enforcement

The restrictions herein set forth, are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the herein, it shall be lawful for the City of Broken Arrow, Oklahoma to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages.

### B. Duration

These restrictions shall remain in full force and effect unless terminated or amended as hereinafter provided.

### C. Amendment

The covenants contained herein may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the Property and approved by the City of Broken Arrow and the Broken Arrow Planning Commission. The provisions of any such instrument amending or terminating covenants shall be effective from and after the date it is filed of record in the office of the County Clerk of Wagoner County, Oklahoma.

### 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 of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, THE FIRST NATIONAL BANK AND TRUST COMPANY OF BROKEN ARROW, a national banking association, has executed this instrument this 5th day of February, 1996.

THE FIRST NATIONAL BANK AND TRUST COMPANY OF BROKEN ARROW  
a national banking association

By: *John Henderson*  
President

STATE OF OKLAHOMA }  
COUNTY OF TULSA } ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 6th day of February, 1996, personally appeared *John Henderson* to me known to be the identical person who subscribed the name of the maker thereof 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 the corporation, THE FIRST NATIONAL BANK AND TRUST COMPANY OF BROKEN ARROW, a national banking association, for the uses and purposes therein set forth.

*Mary Sue Sisemore*  
Notary Public

My commission expires:

7/1/96

### CERTIFICATE OF SURVEY

I, Alan C. Hall, of Sisemore & Hall, Inc., a Registered 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 described above, and that the accompanying plat designated herein as "COUNTY LINE BRANCH ADDITION" a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, is a true and correct representation of the survey.

Executed this 5th day of February, 1996.

*Alan C. Hall*  
Alan C. Hall  
Registered Professional Land Surveyor  
Oklahoma No. 1283

STATE OF OKLAHOMA }  
COUNTY OF TULSA } ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 5th day of February, 1996, personally appeared Alan C. Hall, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

*Calvin E. Kattig*  
Notary Public

My commission expires:

November 13, 1999

APPROVED 11-6-95 by the City Council of the City of Broken Arrow, Oklahoma.  
*James Reynolds*  
Mayor  
*Deanda Reichart*  
Attest: City Clerk

