PLC5-454A

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Fee: $ 24.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

SEAL

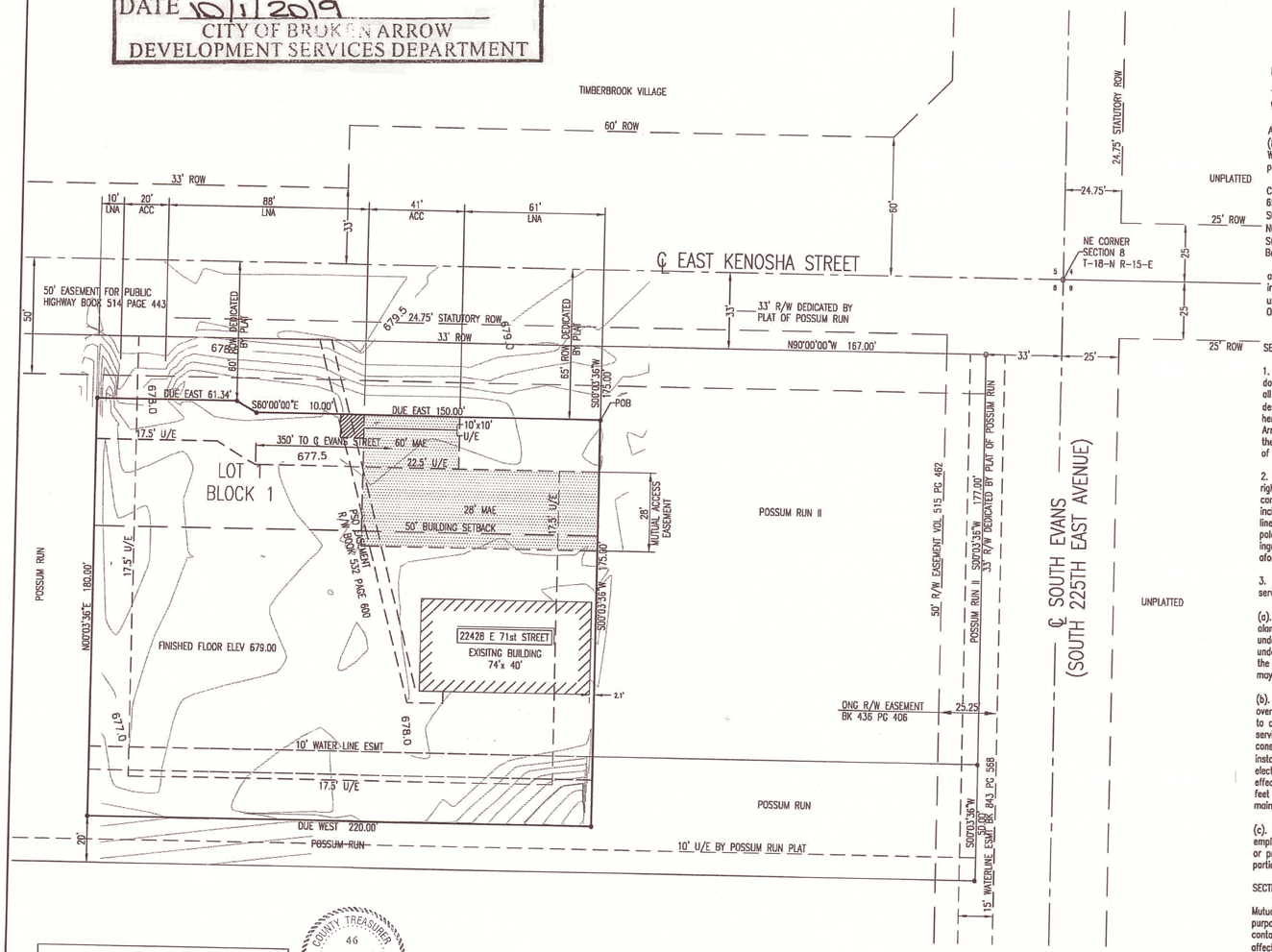
CREEK CENTER

AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA
A RESUBDIVISION OF A PART OF POSSUM RUN ADDITION, SITUATED IN THE NE/4, NE/4 SECTION 8, T-18-N, R-15-E.

OWNER:
EUROTEXAN INVESTMENTS, LLC
5103 E DALLAS PL
BROKEN ARROW, OK 74014
918-862--9717

ENGINEER/SURVEYOR:
BIRD SURVEYING & DESIGN, PLLC
9020 N 175TH EAST AVE.
OWASSO, OK 74055
918-862--9717
rebird@cox.net
CA 4454 6/30/2020
PE 16512 / PLS 1558

APPROVEL Amanda Yamaguchi
DATE 10/1/2019
CITY OF BROKEN ARROW
DEVELOPMENT SERVICES DEPARTMENT



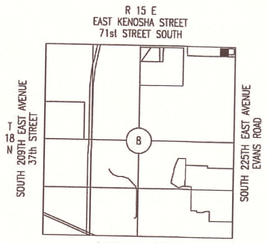
NOTE:
ADDRESSES SHOWN ON THE PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION

MONUMENTATION:
1/2" IRON PINS TO BE SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED

BASIS OF BEARINGS:
THE BEARING BASE FOR THIS SURVEY IS BASED ON BEARINGS POSSUM RUN PLAT, AN ADDITION TO WAGONER COUNTY, OK

BENCH MARK:
ADS BA 32
N 394,129.740
E 2,643,241.428
EL 624.979
3" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED "BA-32" ON NORTH SIDE OF E. 71st ST (E. KENOSHA) APPROX 200 FEET WEST OF S. 234TH E. AVE. NAVD 1988.

LEGEND:
U/E = UTILITY EASEMENT
B/L = BUILDING SETBACK LINE
R/W = RIGHT-OF-WAY
ACC = ACCESS
LNA = LIMITS OF NO ACCESS
POB = POINT OF BEGINNING
555 = STREET ADDRESS



VICINITY MAP

SUBDIVISION STATISTICS:
SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK
TOTAL ACERAGE 1.05 ACRES (45,540 SQUARE FEET)

OWNER'S CERTIFICATE OF DEDICATION, EASEMENT GRANT AND BILL OF ASSURANCE
CREEK CENTER A RESUBDIVISION OF A PART OF POSSUM RUN ADDITION

KNOW ALL MEN BY THESE PRESENTS;

That Eurotexan Investments, LLC., is the Owner of the following described tract of land located In Wagoner County, Oklahoma, to-wit:

A tract of land in the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section Eight (8), Township Eighteen (18), Range Fifteen (15) East of the Indian Meridian, City of Broken Arrow. Wagoner County, State of Oklahoma according to the US Government survey thereof. more particularly described as follows:

Commencing at the Northeast corner of said Section Eight (8); Thence Due South a distance of 65.00 feet; Thence Due West a distance of 200.00 feet to the Point of Beginning; Thence S00°03'36"W a distance of 175.00 feet; Thence Due West a distance of 220.00 feet; Thence N00°03'36"E a distance of 180.00 feet; Thence Due East a distance of 61.34 feet; Thence S60°00'00"E a distance of 10.00 feet; Thence Due East a distance of 150.00 feet to the Point of Beginning. Said tract containing 38,860.83 square feet or 0.9 acres more or less.

and that the above owner has caused the same to be surveyed into lots and blocks, and streets in conformity to the annexed plat which it hereby adopts as the plat of the above described land under the name of "Creek Crossing", an Addition to the City of Broken Arrow, Wagoner County, Oklahoma.

SECTION I: EASEMENT/UTILITY DEDICATIONS, ACCESS LIMITATIONS AND STORM DRAINAGE

1. The above owner hereby dedicates for public use all the streets as shown on said plat and does hereby guarantee clear title to all land that is so dedicated and hereby relinquishes ony and all rights of all vehicular ingress and egress from any property or properties within the bounds designated as "LIMITS-OF-NO ACCESS" (LNA), as shown on the attached plat, except as may be hereafter released, altered, or amended by the City of Broken Arrow and approved by the Broken Arrow Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors.

2. The undersigned owner and further dedicates to the public for use forever easements and right-of-ways as shown and designated on the accompanying plats for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities including poles, wires, conduits, pipes, valves, meters and any other appurtenance thereto with the right of ingress and egress to and upon said easements and right-of-way for the uses and purposes of aforesaid together with similar rights in each and all of the streets shown on said plat.

3. In connection with the installation of underground electric, natural gas and communication service, all lots as subject to the following provisions, to-wit:

(a). Overhead pole lines for the supply of electric and communication service may be located along all boundaries of said Addition. Street light poles or standards shall be served by underground cable and elsewhere throughout said Addition, all supply lines shall be located underground, in the easement-ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

(b). Except to structures on lots described in paragraph (a) above which may be served from overhead electric and communication service lines, underground service cables and gas service lines to all buildings which may be located on all lots in said Addition may be run from the nearest service pedestal, transformer or gas main to the point of usage determined by the location and construction of such structure as may be located upon each lot; PROVIDED that upon the installation of such service cable and/or service line to a particular structure, the supplier of electric, communication, and gas service shall thereafter be deem 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, transformer or gas main to the service entrance on said structure.

(c). The supplier of electric, communication and gas service, through its proper agents and employees, shall at all time have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the installing, maintaining, removing or replacing any portion of said underground electric, communication and gas facilities so installed by it.

SECTION 2: Mutual Access Easements

Mutual access easements as depicted on the accompany plat are herby established for the purposes of permitting vehicular and pedestrion access to and from all streets adjacent to and contained within creek center, and such easements shall be for mutual use and benefit of each affected lot owner(s), their guests and invitees and shall be appurtenant to each affected lot owner(s) provided, however, governmental agencies and the suppliers of utility shall have the reasonable use of the easements incidental to the provision of services to the lots within creek center.

(d). The owner of each lot shall be responsible for the protection of underground electric, communication and gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said underground electric, communication and gas facilities, but the owner will pay for the damage or relocation of such facilities caused or necessitated by the acts of the owner of his agents or contractors.

(e). The foregoing covenants concerning underground electric, communication and gas facilities shall be enforceable by the supplier of electric, communication and gas service, and the owner of each lot agrees to be bound hereby.

4. Water, Storm Sewer and Sanitary Sewer Service.

(a). The owner of each lot shall be responsible for the protection of public water mains and public storm sewer and sanitary sewer facilities located within any granted or dedicated public utility easement on his lot and shall prevent the alteration of grade within such easement in excess of three feet from the finished grade elevation shown on the approved water and sewer line plans. The owner of each lot shall likewise protect said mains and facilities from any construction activity (other than that of Public utility companies in the exercise of their rights) which may interfere with the same. The prohibition against grade alteration shall be limited to the public areas.

(b). The City of Broken Arrow, Oklahoma or its successors will be responsible for ordinary maintenance of public water mains and storm sewer and sanitary sewer facilities, but the owners of each lot will pay for damage or relocation of such facilities caused or necessitated by the acts of such owner, his agent or contractors.

(c). The City of Broken Arrow, Oklahoma or its successors, through its proper agents and employees shall at all times have the right of access with its equipment to all public utility easements shown on the accompany plat or provided for in this Certificate of Dedication for the purpose of installing, maintain, removing or replacing any portion of said underground water and sewer facilities.

IN WITNESS WHEREOF, The Undersigned has caused his/her name to be affixed on this 3 day of October, 2019.

Eurotexan Investments, LLC
By: Ruslana Marx
Steve Marx, Lana Marx, Owners

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

Before me, the Undersigned, a Notary Public in and for said County and State, on this 3 day of Oct, 2019 personally appeared Steve Marx Ruslana Marx, to me known to be the identical person who subscribed his/her name as the maker to the foregoing instrument and acknowledge to me that he/she executed the same as his/her voluntary act and deed for the uses and purposes set forth therein.

Given under my hand and seal the day last above written.

My Commission Expires: Nov 2, 2020

Judith A Serna
Notary Public

JUDITH SERNA
Notary Public, State of Oklahoma
Commission # 00016963
My Commission Expires 11-02-2020

SURVEYOR'S CERTIFICATE

I, Robert E. Bird, a Registered Land Surveyor in the state of Oklahoma, hereby certify that I have, at the insistence of the owners designated above, caused the above described survey to be performed under my supervision, and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 10th day of September, 2019

Robert E Bird
10-3-19

Robert E Bird, PLS 1558

REGISTERED PROFESSIONAL LAND SURVEYOR
ROBERT E. BIRD
1558
OKLAHOMA

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

Before me, the Undersigned, a Notary Public in and for said County and State, on this 3 day of Oct, 2019 personally appeared Robert E. Bird, to me known to be the identical person who subscribed his name as the maker to the foregoing instrument and acknowledge to me that he executed the same as his voluntary act and deed for the uses and purposes set forth therein.

Given under my hand and seal the day last above written.

My Commission Expires: Nov 2, 2020

Judith A Serna
Notary Public

JUDITH SERNA
Notary Public, State of Oklahoma
Commission # 00016963
My Commission Expires 11-02-2020

APPROVED _____ BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

Craig W Thurman
MAYOR

ATTEST CITY CLERK

CITY OF BROKEN ARROW, OKLAHOMA
WAGONER COUNTY

COUNTY TREASURER 46 SEAL WAGONER COUNTY, OKLA.

TREASURER CERTIFICATION
I hereby certify that the 2018 and back taxes have been paid on the above described property according to the 2019 tax roll.
Dana Patton by [illegible]
Wagoner County Treasurer

CERTIFICATE OF WAGONER COUNTY CLERK
I, Lori Hendricks, the County Clerk of Wagoner County, here now state the subdivision called Creek Center, has been filed into Wagoner County Records.
Lori Hendricks
Lori Hendricks, Wagoner County Clerk

COUNTY CLERK OFFICIAL SEAL WAGONER COUNTY, OKLAHOMA

Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By [illegible]

SURVEY MONUMENTS ARE 1/2" REBAR WITH PLASTIC CAP, STAMPED "BIRD OK 1558"

NOTE: NO CONNECTION TO CITY SEWER BACKFLOW PREVENTER NOT REQUIRED.

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION NO: DD-040519-10

CASE NUMBER: PT19-107