

DON WELLS AUTO SALES

LOT 1, BLOCK 1

A PART OF THE SOUTHEAST QUARTER (SE¼) OF SECTION 7, TOWNSHIP 18 NORTH, RANGE 15 EAST AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLA ALSO KNOWN AS 7903 So. Old Hwy 51

A TRACT OF LAND SITUATED IN THE WEST HALF (W½) OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION SEVEN (7) TOWNSHIP EIGHTEEN (18) NORTH RANGE FIFTEEN (15) EAST WAGONER COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SE¼ OF SAID SECTION 7; THENCE S 89°48'44" E ALONG THE SOUTH LINE OF SAID SECTION 7, A DISTANCE OF 286.40 FEET TO A POINT; THENCE N42°30'07"W A DISTANCE OF 210.50 FEET TO THE POINT OF BEGINNING.
THENCE CONTINUING N42°30'07"W A DISTANCE OF 214.08 FEET TO A POINT ON THE WEST LINE OF SAID SE¼ SAID POINT BEING 312.09 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SE¼; THENCE N0°05'01"W ALONG SAID WEST LINE A DISTANCE OF 305.59 FEET TO A POINT THENCE S17°23'02"E A DISTANCE OF 485.60 FEET TO THE POINT OF BEGINNING.

OWNER:

DON WELLS
22620 E. 79th ST. SO.
BROKEN ARROW, OK.
74014

ENGINEER:

JOE E. DONELSON, P.E. & L.S.
17440 SOUTH 89TH E. AVE.
BIXBY, OK., 74008
PHONE - (918) 366-3413

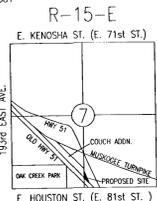
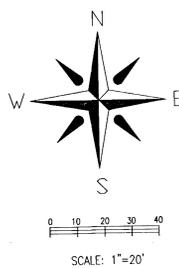
SURVEYOR:

SANDLIN SURVEYING, P.C.
513 S. 93rd AVE.
BROKEN ARROW, OK 74012
PHONE - (918) 251-7381

COUCH ADDITION

N0°05'01"W 305.59'

LOT 1
BLOCK 1



LOCATION MAP
Description: 1 Block, 1 Lot
0.507 ACRES +/-

APPROVED 10/10/2000 by the City Council of the City of Broken Arrow, Oklahoma.
Attest: City Clerk

LEGEND

- U/E=UTILITY EASEMENT
- = SET 3/8" IRON ROD
- ℄ = CENTERLINE
- SEC. = SECTION
- L.N.A. = LIMITS OF NO ACCESS
- M.A.E. = MUTUAL ACCESS EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- St. = STREET

CHISELED BOX TOP OF HEADWALL, SW QUADRANT INT. HOUSTON AND HWY 51, ELEV. 741.00

SUBJECT PROPERTY LIES IN FLOOD ZONE "C", AS PER F.I.R.M. PANEL #5 OF 11, COMMUNITY-PANEL NUMBER 400236 0005 D, DATED SEPT. 5, 1984

NOTE: ADDRESS SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BROKEN ARROW, AND WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN LIEU OF LEGAL DESCRIPTION.

SHEET 1 OF 2

FILE DATE: 10/10/2000 FILE TIME: 01:10
WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK
BOOK: P.L.C. PAGE: 366
RECEIVED: 20001109

DON WELLS AUTO SALES DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

That DON WELLS, President of DON WELLS AUTOS, L.L.C., 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 PART OF THE SOUTHEAST QUARTER (SE¼) OF SECTION 7, TOWNSHIP 18 NORTH, RANGE 15 EAST AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: A TRACT OF LAND SITUATED IN THE WEST HALF (W½) OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION SEVEN (7) TOWNSHIP EIGHTEEN (18) NORTH RANGE FIFTEEN (15) EAST WAGONER COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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and has caused the above described land to be surveyed, staked, platted, and subdivided into lots, blocks, reserve areas, and streets, in conformity with the accompanying plat, and has designated the subdivision as "DON WELLS AUTO SALES", a subdivision to 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 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 water and/or sewer services to the area included in the plat. The Owner/Developer hereby imposes a restrictive covenant which covenant shall be included in each lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the streets and utility easements depicted on the accompanying plat no building, structure or above or below ground obstruction that interferes with the above set forth uses and purposes of a street or easement 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 and walls.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the south perimeter boundary of the subdivision if located within the utility easements herein established. Street light poles or standards may be served by overhead 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 within the subdivision 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 lot, 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 lot, 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, telephone, cable television or gas 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, telephone, cable television facilities or gas 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, telephone, cable television facilities or gas 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, telephone, cable television service or gas service and the owner of the lot 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 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 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 and easement. 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 affected property owner and by the City of Broken Arrow, Oklahoma.

E. 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 on 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. The covenants contained herein are established pursuant to the provisions of the Broken Arrow Zoning Code and shall inure to the benefit of and shall be enforceable by the City of Broken Arrow, Oklahoma. 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 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.

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 Owners have caused these presents to be executed this 10th day of October, 2000

STATE OF OKLAHOMA
COUNTY OF WAGONER

Don Wells, President
DON WELLS AUTOS, L.L.C.

Before me, the undersigned, a Notary Public for said County and State on this 10th day of October of 2000, personally appeared DON WELLS, personally known to me to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.



Amy M. Bran
Notary Public
My commission expires
March 5, 2004

CERTIFICATE OF SURVEY

I, Bryan C. Sandlin, 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 "Don Wells Auto Sales", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, is a true and correct representation of the survey.

STATE OF OKLAHOMA
COUNTY OF WAGONER

Bryan C. Sandlin
Registered Professional Land Surveyor #1483

Before me, the undersigned, a Notary Public for said County and State on this 10th day of October of 2000, personally appeared, Bryan C. Sandlin, 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.



Amy M. Bran
Notary Public
My commission expires
March 5, 2004

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of \$ 223.02 per trust receipt no. 2736 to be applied to 2000 taxes not as yet certified to me.

The certificate is NOT to be construed as payment of 2000 taxes in full but is given in order that this plat may be filed of record.

2000 taxes could exceed the amount of the security deposit.

Dated October 10, 2000

WAGONER COUNTY TREASURER

By: Bryan C. Sandlin
Deputy



Bryan C. Sandlin
Notary Public
My commission expires
10/10/2000

APPROVED 10/10/2000 by the City Council of the City of Broken Arrow, Oklahoma.
Attest: City Clerk