2022-10313 B: 2815 P: 0394
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Fee: $57.00
Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

PLC3-237D

Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By ____ DEPUTY

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

Lori Hendricks, Wagoner County Clerk

TREASURER CERTIFICATION

I, hereby certify that the 21 and back taxes have been paid on the above described property according to the ______ tax roll.

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
EVERGREEN HILLS

EVERGREEN HILLS
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT IRON BUCK ACRES, LLC IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE (TRACT 1) SITUATED IN WAGONER COUNTY, OKLAHOMA, TO WIT:

A PART OF U.S. GOVERNMENT LOT 4 OF THE NORTHWEST QUARTER (NW/4) OF SECTION 5, T-18-N, R-16-E OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 5, T-18-N, R-16-E OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, OKLAHOMA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF U.S. GOVERNMENT LOT 4; THENCE S 00°10'24"W ALONG THE WESTERLY LINE OF SAID NW/4 FOR A DISTANCE OF 808.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 00°10'24"W ALONG SAID WESTERLY LINE OF THE NW/4 FOR A DISTANCE OF 200.00 FEET; THENCE S 89°49'36"E AND PERPENDICULAR TO SAID WESTERLY LINE FOR A DISTANCE OF 659.90 FEET; THENCE N 00°09'00"E FOR A DISTANCE OF 200.00 FEET; THENCE N 89°49'36"W FOR A DISTANCE OF 659.82 FEET TO THE POINT OF BEGINNING. THE BASIS OF BEARINGS FOR THE DESCRIBED TRACT IS THE RECORD BEARING OF N 89°57'56"W ALONG THE NORTHERLY LINE OF EMERALD FALLS, A SUBDIVISION OF A PART OF THE N/2 OF SECTION 5, T-18-N, R-16-E OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA AND RECORDED AS PLC 4-394A IN THE RECORDS OF THE WAGONER COUNTY CLERK.

SAID TRACT CONTAINS 131,971.84 SQUARE FEET OR 3.030 ACRES MORE OR LESS.

AND

THAT GRASSLAND DEVELOPMENT, LLC IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE (TRACT 2) SITUATED IN WAGONER COUNTY, OKLAHOMA, TO WIT:

A PART OF U.S. GOVERNMENT LOT 4, A PART OF THE WEST HALF (W/2) OF U.S. GOVERNMENT LOT 3 AND A PART OF THE OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 5, T-18-N, R-16-E OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 5, T-18-N, R-16-E OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, OKLAHOMA; SAID POINT ALSO THE NORTHWEST CORNER OF U.S. GOVERNMENT LOT 4; THENCE S 89°57'56"E ALONG THE NORTHERLY LINE OF SAID NW/4 FOR A DISTANCE OF 659.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 89°57'56"E ALONG SAID NORTHERLY LINE AND THROUGH THE NORTHEAST CORNER OF U.S. GOVERNMENT LOT 4 FOR A DISTANCE OF 759.82 FEET TO A POINT ON THE NORTHERLY LINE OF U.S. GOVERNMENT LOT 3; THENCE S 08°47'42"W FOR A DISTANCE OF 52.94 FEET; THENCE S 07°12'03"E FOR A DISTANCE OF 170.82 FEET; THENCE S 48°12'52"E FOR A DISTANCE OF 155.25 FEET; THENCE S 37°33'46"E FOR A DISTANCE OF 252.31 FEET; THENCE S 00°18'29"W FOR A DISTANCE OF 124.12 FEET; THENCE S 11°15'58"W FOR A DISTANCE OF 174.08 FEET; THENCE S 05°54'46"W FOR A DISTANCE OF 220.90' FEET; THENCE S 10°03'23"E FOR A DISTANCE OF 261.30 FEET; THENCE S 00°43'13"E FOR A DISTANCE OF 118.70; THENCE S 89°51'26"W FOR A DISTANCE OF 51.95 FEET; THENCE N 76°12'18"W FOR A DISTANCE OF 192.33 FEET; THENCE N 62°23'50"W FOR A DISTANCE OF 107.41 FEET; THENCE S 72°23'50"W FOR A DISTANCE OF 207.93 FEET; THENCE S 88°57'54"W FOR A DISTANCE OF 127.29 FEET; THENCE N 80°01'24"W FOR A DISTANCE OF 109.55 FEET; THENCE S 82°24'54"W FOR A DISTANCE OF 88.55 FEET; THENCE N 88°00'27"W FOR A DISTANCE OF 117.81 FEET; THENCE N 78°35'43"W FOR A DISTANCE OF 121.43 FEET; THENCE N 00°10'24"E FOR A DISTANCE OF 340.58 FEET; THENCE S 89°49'36"E FOR A DISTANCE OF 55.74 FEET; THENCE N 00°09'00"E FOR A DISTANCE OF 1,010.13 FEET TO A POINT ON THE NORTHERLY LINE OF SAID NW/4 AND THE POINT OF BEGINNING. THE BASIS OF BEARINGS FOR THE DESCRIBED TRACT IS THE RECORD BEARING OF N 89°57'58"W ALONG THE NORTHERLY LINE OF EMERALD FALLS, A SUBDIVISION OF A PART OF THE N/2 OF SECTION 5, T-18-N, R-16-E OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA AND RECORDED AS PLC 4-394A IN THE RECORDS OF THE WAGONER COUNTY CLERK.

SAID TRACT CONTAINS 1,331,694.70 SQUARE FEET OR 30.572 ACRES MORE OR LESS.

AND WHEREAS, THE COMBINED TRACT 1 AND TRACT 2 LEGAL DESCRIPTIONS ARE DESCRIBED AS FOLLOWS.

A PART OF U.S. GOVERNMENT LOT 4, A PART OF THE WEST HALF (W/2) OF U.S. GOVERNMENT LOT 3 AND A PART OF THE OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 5, T-18-N, R-16-E OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 5, T-18-N, R-16-E OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, OKLAHOMA, SAID POINT ALSO THE NORTHWEST CORNER OF U.S. GOVERNMENT LOT 4; THENCE S 89°57'56"E ALONG THE NORTHERLY LINE OF SAID NW/4 FOR A DISTANCE OF 659.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 89°57'56"E ALONG SAID NORTHERLY LINE AND THROUGH THE NORTHEAST CORNER OF U.S. GOVERNMENT LOT 4 FOR A DISTANCE OF 759.82 FEET TO A POINT ON THE NORTHERLY LINE OF U.S. GOVERNMENT LOT 3; THENCE S 08°47'42"W FOR A DISTANCE OF 52.94 FEET; THENCE S 07°12'03"E FOR A DISTANCE OF 170.82 FEET; THENCE S 48°12'52"E FOR A DISTANCE OF 155.25 FEET; THENCE S 37°33'46"E FOR A DISTANCE OF 252.31 FEET; THENCE S 00°18'29"W FOR A DISTANCE OF 124.12 FEET; THENCE S 11°15'58"W FOR A DISTANCE OF 174.08 FEET; THENCE S 05°54'46"W FOR A DISTANCE OF 220.90' FEET; THENCE S 10°03'23"E FOR A DISTANCE OF 261.30 FEET; THENCE S 00°43'13"E FOR A DISTANCE OF 118.70; THENCE S 89°51'26"W FOR A DISTANCE OF 51.95 FEET; THENCE N 76°12'18"W FOR A DISTANCE OF 192.33 FEET; THENCE N 62°23'50"W FOR A DISTANCE OF 107.41 FEET; THENCE S 72°23'50"W FOR A DISTANCE OF 207.93 FEET; THENCE S 88°57'54"W FOR A DISTANCE OF 127.29 FEET; THENCE N 80°01'24"W FOR A DISTANCE OF 109.55 FEET; THENCE S 82°24'54"W FOR A DISTANCE OF 88.55 FEET; THENCE N 88°00'27"W FOR A DISTANCE OF 117.81 FEET; THENCE N 78°35'43"W FOR A DISTANCE OF 121.43 FEET; THENCE N 00°10'24"E FOR A DISTANCE OF 340.58 FEET; THENCE N 89°49'36"W FOR A DISTANCE OF 904.16 FEET TO A POINT ON THE WESTERLY OF LINE OF THE NW/4 OF SAID SECTION 5; THENCE N 00°10'24"E ALONG SAID WESTERLY LINE FOR A DISTANCE OF 200.00 FEET TO A POINT 808.53 FEET S 00°10'24"W FROM THE NORTHWEST CORNER OF SAID NW/4; THENCE S 89°49'36"E FOR A DISTANCE OF 659.82 FEET; THENCE N 00°09'00"E FOR A DISTANCE OF 810.13 FEET TO A POINT ON THE NORTHERLY LINE OF SAID NW/4 AND THE POINT OF BEGINNING. THE BASIS OF BEARINGS FOR THE DESCRIBED TRACT IS THE RECORD BEARING OF N 89°57'56"W ALONG THE NORTHERLY LINE OF EMERALD FALLS, A SUBDIVISION OF A PART OF THE N/2 OF SECTION 5, T-18-N, R-16-E OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA AND RECORDED AS PLC 4-394A IN THE RECORDS OF THE WAGONER COUNTY CLERK.

SAID TRACT CONTAINS 1,436,865.38 SQUARE FEET OR 33.601 ACRES MORE OR LESS.

AND HAS CAUSED THE ABOVE PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO 41 LOTS, AND 3 BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND HAS DESIGNATED THE SAME AS "EVERGREEN HILLS", A SUBDIVISION IN THE COUNTY OF WAGONER, STATE OF OKLAHOMA.

SECTION I

A. ROAD DEDICATION AND UTILITY EASEMENTS

THE DEVELOPERS HAVE CAUSED THE PROPERTY TO BE SURVEYED, PLATTED, AND STAKED INTO LOTS. THE DEVELOPER HEREBY DEDICATES TO THE PUBLIC FOR FUTURE USE FOREVER, UTILITY EASEMENTS AND ROAD DEDICATION AS SHOWN AND DEDICATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REMOVING AND REPLACING ANY AND ALL THE PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR RIGHTS IN ANY AND ALL THE STREETS SHOWN ON THE PLAT.

B. UNDERGROUND SERVICE

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATIONS SERVICE MAY BE LOCATED ALONG THE NORTH BOUNDARY IN THE ADDITION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT SAID ADDITION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITIES AND RIGHT OF WAY OF PUBLIC STREETS SHOWN ON ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL HOUSES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RAN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER 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 A SERVICE CABLE OR GAS LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITE, PERMANENT, EFFECTIVE AND NON EXCLUSIVE RIGHT OF WAY EASEMENT ON SAID LOT, COVERING A TEN FOOT STRIP EXTENDING 5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS 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 SAID UNDERGROUND ELECTRIC, TELEPHONE CABLE, TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND 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.

5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND TELEPHONE, CABLE TELEVISION, AND GAS FACILITIES SHALL BE ENFORCEABLE BY EACH SUPPLIER, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

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

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

SECTION II

A. WATER, WALL, FENCE AND SIGN EASEMENT.

IN CONNECTION WITH THE PROVISION OF WATER SERVICE, ALL OF THE LOTS ARE SUBJECT TO THE FOLLOWING PROVISIONS, TO-WIT:

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS LOCATED ON OR IN HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE ORIGINAL CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF SAID PUBLIC WATER MAIN FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS. WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4, OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAIN 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.

RURAL WATER DISTRICT NO. 4 AND ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE EXCLUSIVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OR SAID UNDERGROUND WATER AND SEWER FACILITIES.

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO THE LANDSCAPING AND PAVING OCCASIONED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THAT THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

WHERE WATERLINES FALL WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS. THE EASEMENTS DEDICATED HEREIN FOR PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED EXCLUSIVELY TO WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4. PROVIDERS OF UTILITIES OTHER THAN POTABLE WATER MAY USE SAID EASEMENTS.

THE FOREGOING COVENANTS CONCERNING THE WATER FACILITIES SHALL BE ENFORCEABLE BY WATER DISTRICT NO. 4 OR ITS SUCCESSORS, AND OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

B. AEROBIC SYSTEMS

WITHIN THIS SUBDIVISION, SEWAGE IS INITIALLY INTENDED TO BE DISPOSED OF BY INDIVIDUAL AEROBIC SYSTEMS WHICH ARE SUBJECT TO REGULATION BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

SUBSEQUENT TO INSTALLATION OF THE AEROBIC SYSTEM, NO DRIVE, PAVING, SWIMMING POOL, OR BUILDING SHALL BE CONSTRUCTED OVER THE AREA CONTAINING LATERAL LINES.

C. WALL, FENCE AND SIGN EASEMENT

A DECORATIVE FENCE MAY BE LOCATED ON THE LOTS ON THE WEST SIDE OF THE SUBDIVISION, ALONG 305TH TO MATCH THE ENTRANCE WHICH SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION OR THE HOMEOWNER'S ASSOCIATION (H.O.A.).

D. LIMITS OF NO ACCESS

THE DEVELOPERS RELINQUISH RIGHTS OF VEHICULAR INGRESS AND EGRESS OVER, THROUGH OR ACROSS ANY AREA DESIGNATED ON THE ATTACHED PLAT AS L.N.A. (LIMITS OF NO ACCESS). THESE LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE COUNTY OF WAGONER, ITS AGENTS, SUCCESSORS OR ASSIGNS, OR AS OTHERWISE PROVIDED BY LAW.

E. OVERLAND DRAINAGE AND DETENTION EASEMENT (DOC. # 202016097)

IN CONNECTION WITH THE PROVISIONS FOR OVERLAND DRAINAGE, RETENTION, AND STORAGE, THIS PROPERTY IS SUBJECT TO THE FOLLOWING OVERLAND DRAINAGE EASEMENT.

THE AREA DESIGNATED ON THE ACCOMPANYING PLAT AS OVERLAND DRAINAGE EASEMENT IS HEREBY ESTABLISHED BY GRANT OF THE OWNERS AS A PERPETUAL RESTRICTIVE EASEMENT FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, AND STORAGE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THIS SUBDIVISION AND FROM PROPERTIES OUTSIDE THIS SUBDIVISION. DRAINAGE FACILITIES CONSTRUCTED IN SAID RESTRICTIVE DRAINAGE WAY AREAS SHOULD BE IN ACCORDANCE WITH THE FOLLOWING.

1. BANKS AND SIDE SLOPES SHALL BE MAINTAINED IN THEIR PRESENT CONDITION.
2. GRADES AND SLOPES OF BANKS SHALL NOT BE ALTERED IN ANY WAY.
3. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS NOT TO EXCEED 4 WEEKS.
4. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
5. AREA WITHIN EASEMENTS SHALL BE KEPT FREE OF DEBRIS.
6. THE MAINTENANCE OF THE DRAINAGE AND DETENTION EASEMENT SHALL BE DONE BY THE H.O.A.

F. DITCHES ON LOTS OR ALONG STREET RIGHT OF WAYS SHALL BE MAINTAINED BY THE LOT OWNER.

SECTION III
RESTRICTIONS AND COVENANTS

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF MAINTAINING CONFORMITY OF THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION. THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PERSONS CLAIMING UNDER THEM, FOR A PERIOD OF TWENTY FIVE (25) YEARS FROM THE DATE HEREOF AFTER WHICH THE SAME SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT, SIGNED BY A MAJORITY OF THE LOT OWNERS AGREEING TO CHANGE SUCH COVENANTS, IN WHOLE OR IN PART, IS PLACED ON RECORD. THESE COVENANTS ARE ENFORCEABLE BY ANY PERSON OR PERSONS OWNING LOTS IN THE SUBDIVISION, BY APPROPRIATE ACTION AT LAW OR EQUITY TO RESTRAIN VIOLATIONS. INVALIDATION OF ANY ONE OF THESE COVENANTS SHALL IN NO WAY AFFECT THE VALIDITY OF THE OTHER PROVISIONS HEREIN CONTAINED.

1. ALL OWNERS IN EVERGREEN HILLS SHALL BE OBLIGATED TO PAY ANNUAL DUES ON EACH LOT OWNED OF $200.00 PER YEAR TO BE USED FOR IMPROVEMENT AND/OR EXPENSES INCURRED AFTER COMPLETION OF DEVELOPMENT. SAID DUES SHALL BE COLLECTED BY THE DEVELOPER OR A MANDATORY HOMEOWNER'S ASSOCIATION. EACH YEAR A REPORT WILL BE GIVEN TO LOT OWNERS OF DUES COLLECTED AND EXPENSES INCURRED. FAILURE TO PAY SAID DUES SHALL CONSTITUTE A LIEN TO BE FILED AGAINST SAID LOT NOT PAYING DUES. SHOULD EXPENSES EXCEED THE ANNUAL INCOME FROM DUES, THE DUES MAY BE INCREASED TO SATISFY THE DEFICIT NECESSARY TO MAINTAIN AND SUPPORT COMMON AREAS OF INTEREST TO THE LOT OWNERS. DUES SHALL COMMENCE AFTER CONVEYANCE OF DEED FROM DEVELOPER TO OWNER.

2. A BUILDING COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS AND LOCATION FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. THE BUILDING COMMITTEE IS COMPOSED OF BRYAN ROGERS, MANAGING PARTNER OF GRASSLAND DEVELOPMENT, LLC, HIS ASSIGNS OR HEIRS OR REPRESENTATIVES.

3. ALL LOTS AT EVERGREEN HILLS SHALL BE FOR SINGLE FAMILY RESIDENTIAL USE ONLY. NO RESIDENTIAL STRUCTURE SHALL BE ERECTED ON ANY LOT WITH LESS THAN 2,400 SQUARE FEET OF LIVING SPACE, EXCLUSIVE OF A 3 CAR GARAGE, ATTIC, STORAGE SPACE AND PORCHES AND PATIOS. ONE AND ONE-HALF OR TWO-STORY DWELLINGS SHALL NOT HAVE LESS THAN 1,750 SQUARE FEET ON GROUND FLOOR. NO BUILDING OR OTHER STRUCTURE SHALL BE ERECTED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE SINGLE FAMILY RESIDENTIAL DWELLING WITH A GARAGE FOR NOT LESS THAN 3 CARS, UNLESS APPROVED IN WRITING BY THE BUILDING COMMITTEE EXCEPT AS PROVIDED IN ITEM 4.

4. OUTBUILDINGS, NOT TO EXCEED 600 SQUARE FEET; SHALL BE OF THE SAME GENERAL CONSTRUCTION AS THE MAIN RESIDENCE (ROOF AND WALLS) EMPLOYING THE SAME TYPE OF CONSTRUCTION MATERIALS USED IN THE MAIN RESIDENCE, AND SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE OR DEVELOPER. NO PORTABLE BUILDINGS ARE ALLOWED. THE BUILDING COMMITTEE MAY APPROVE ANY LARGER BUILDING OUTBUILDINGS. ALL BUILDINGS WILL HAVE CONCRETE DRIVEWAYS AND APPROACHES. PORTABLE BUILDINGS ARE NOT ALLOWED. EXISTING OR TEMPORARY STRUCTURES CANNOT BE PLACED ON ANY LOT. POLE BARN STRUCTURES ARE NOT ALLOWED. ALL STREET FACING WALLS SHALL BE 70% BRICK/STONE/STUCCO. THE SIDE FACING WALLS SHALL HAVE A MINIMUM OF 30" WAINSCOT BRICK/STONE/STUCCO. NO GALVANIZED, POLE BARN OR METAL BUILDING STRUCTURES MAY BE USED. NO OUTBUILDING SHALL BE USED AS A DWELLING.

5. ACCEPTABLE FENCING:
A) LARGE AREA FENCING INCLUDES WROUGHT IRON (BLACK OR BRONZE) OR 2/3-RANCH RAIL WITH VINYL COATED (BLACK) CHAIN LINK THAT SHALL NOT EXCEED FIVE (5') FEET IN HEIGHT.
B) SMALL AREA FENCING (FOR PETS) INCLUDES WROUGHT IRON (BLACK OR BRONZE) OR 2/3-RANCH RAIL WITH VINYL COATED (BLACK) CHAIN LINK THAT SHALL NOT EXCEED FIVE (5') IN HEIGHT AND MUST BE CONSTRUCTED BEHIND THE REAR BUILDING LINE OF THE RESIDENCE. PORTABLE PENS ARE NOT PERMITTED.
C) A WOOD PRIVACY FENCE, FOR OBSCURING MECHANICAL EQUIPMENT AND TRASH RECEPTACLES FROM STREET VIEW, SHALL NOT EXCEED FIVE (5') IN HEIGHT. REFER TO #22 REGARDING BOUNDARY FENCING.

6. NO LOT THEREIN CONTAINED MAY BE SUBDIVIDED, SPLIT, ALTERED OR CHANGED IN ANY WAY FOR THE PURPOSE OF ACCOMMODATING TWO OR MORE SEPARATE OWNERS OR DWELLINGS.

7. EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER, STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATIONS AND FROM PUBLIC STREETS AND EASEMENTS.

8. NO GARAGE DOOR SHALL BE LEFT OPEN FOR AN UNREASONABLE TIME PERIOD.

9. NO RESIDENTIAL STRUCTURE SHALL BE ERECTED OR MAINTAINED NEARER TO THE FRONT OR SIDE STREET LINES THAN THE BUILDING SET BACK LINES, WHICH ARE 65' FROM CENTER OF STREET AND SIDE YARD BUILDING LINE SHOULD BE NOT LESS THAN 20 FEET ON EACH SIDE OF A HOUSE, EXCEPT AS RESTRICTED BY EASEMENTS AND BUILDING LINES UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE.

10. ALL EXTERIOR WALLS OF ALL RESIDENTIAL AND GARAGE CONSTRUCTION SHALL BE OF AT LEAST 75% MASONRY, EXCLUSIVE OF WINDOWS AND DOORS, AND COVERED PORCHES AND PATIOS, TO THE FIRST FLOOR PLATE LINE. NO ALUMINUM SIDING AND/OR CONCRETE BLOCK OF ANY SORT SHALL BE ALLOWED.

11. NO TRADE, BUSINESS OR OTHER NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE PERMITTED NOR SHALL ANYTHING BE DONE THEREON ON WHICH IS OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. A PROFESSIONAL OFFICE SHALL BE ALLOWED INSIDE THE PRIMARY DWELLING, HOWEVER, SAID OFFICE SHALL NOT CREATE UNDUE HEAVY TRAFFIC OR PARKING AT ANY RESIDENCE AND NO SIGNAGE ADVERTISING BUSINESS SHALL BE PERMITTED OTHER THAN THE INITIAL SALES OFFICE FOR THE MODEL HOME.

12. NO LOT SHALL BE PERMITTED TO BECOME AN UNSIGHTLY OR IN A "JUNK" CONDITION, NOR SHALL ANY JUNK OR TRASH BE ALLOWED TO ACCUMULATE THEREON. NO VEHICLES ARE TO BE PARKED, OR STORED ON GRASS AREAS. NO INOPERATIVE OR UNUSUAL AMOUNT OF VEHICLES MAY BE KEPT AT A LOT IN THE SUBDIVISION.

13. NO ANIMALS OR FOWLS SHALL BE KEPT OR PERMITTED TO REMAIN UPON ANY LOT IN THE ADDITION EXCEPT DOMESTIC AND HOUSEHOLD PETS, PROVIDED ANY SUCH PETS ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE. NO MORE THAN FOUR DOMESTIC PETS. ALL SUCH ANIMALS OR PET MUST BE RESTRICTIVE TO THEIR LOT AND NOT BE ALLOWED TO ROAM THE SUBDIVISION, AND SHALL NOT BECOME A NOISE NUISANCE TO NEIGHBORS OR NEIGHBORHOOD.

14. NO TRAILER, TENT, BASEMENT ONLY, SHACK, GARAGE OR OTHER BUILDINGS PREVIOUSLY ERECTED SHALL AT ANY TIME BE USED AS A RESIDENCE, TEMPORARILY OR PERMANENT.

15. NO BOATS, TRAILER, CAMPERS (MOBILE OR OTHERWISE) OR LIKE RECREATIONAL EQUIPMENT SHALL BE STORED ON ANY LOT UNLESS ENCLOSED IN A GARAGE. RECREATIONAL VEHICLES MAY BE PARKED ON PRIVATE DRIVEWAYS NOT LONGER THAN A PERIOD OF SEVENTY-TWO (72) HOURS.

16. NO INOPERATIVE VEHICLES OR MACHINERY SHALL BE STORED OR PARKED ON ANY LOT AND EACH LOT SHALL BE KEPT FREE FROM WEEDS, BRUSH, HIGH GRASS, AND TRASH AND RUBBISH SHALL NOT BE PERMITTED TO ACCUMULATE UPON ANY LOT.

17. NO ADVERTISING SIGN OR STRUCTURE ~~SHALL BE ERECTED~~, PLACED, OR MAINTAINED ON ANY LOT, EXCEPT ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE, AND SIGNS ERECTED BY THE OWNER BUILDER, OR DEVELOPER TO ADVERTISE THE DEVELOPMENT OR PARTICULAR PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. SUCH SIGNS MUST BE ON PRIVATE PROPERTY AND NOT IN THE STREET RIGHT OF WAY. HOWEVER, A MODEL HOME & SALES OFFICE FOR THE DEVELOPMENT SHALL BE PERMITTED UNTIL THE DEVELOPMENT IS SOLD OUT.

18. ROOF REQUIREMENTS AS FOLLOWS:

a. NO FLAT ROOFS
b. ROOF COLOR SHALL BE WEATHERED WOOD OR EARTH TONES
c. WOOD SHAKE SHINGLES OR COMPOSITION SHAKES ALLOWED
d. NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12 OVER 75% OF THE ROOF

19. NO TRASH RECEPTACLES ARE TO BE VISIBLE FROM THE STREET SIDE OF ANY RESIDENCE & SHALL BE ENCLOSED WITH PRIVACY FENCING.

20. NO EXPOSED CLOTHES LINE POLES OR OTHER OUTDOOR DRYING APPARATUS WILL BE PERMITTED ON ANY LOT. NO GARBAGE CANS OR TRASH CANS ARE TO BE VISIBLE FROM THE STREET. NO EXTERIOR ANTENNAS, INCLUDING, BUT NOT LIMITED TO, TELEVISION, AND CB RADIO, SHALL BE ERECTED ANYWHERE IN EVERGREEN HILLS.

21. ALL MAILBOX INSTALLATION MUST BE INSTALLED IN ACCORDANCE WITH THE COUNTY SPECIFICATIONS. THOSE SPECIFICATIONS MAY BE ACQUIRED FROM THE DEVELOPER OF EVERGREEN HILLS. EACH OWNER SHALL BE RESPONSIBLE FOR INFORMING THEIR BUILDER OF SAID REQUIREMENT.

22. BOUNDARY FENCES, WHETHER ORNAMENTAL IRON OR OTHERWISE, SHALL NOT BE ERECTED MORE THAN FIVE (5') IN HEIGHT AND SHALL NOT BE ~~CONSTRUCTED~~ LESS THAN 20' FROM FRONT CORNERS OF HOME. ALL FENCE DESIGNS MUST BE APPROVED BY THE BUILDING COMMITTEE. NO FENCE WILL BE BUILT THAT IMPEDES THE FLOW OF WATER ACROSS THE LOT OR ADJACENT LOTS. THE ONLY AREA ALLOWED TO HAVE A BOUNDARY WOOD STOCKADE FENCE IS ALONG THE NORTHERN BOUNDARY LINE. ALL WOOD STOCKADE FENCING SHALL BE 1" X 6" CEDAR PLANKS WITH A 2" X 6" TOP CAP AND STAINED NATURAL COLOR. ALL WOODEN FENCE MUST BE SEALED AND REFRESHED, AS NEEDED.

23. WALKS OR DRIVEWAYS WILL BE ~~BRICK OR~~ CONCRETE EXTENDING TO THE STREET WITH MASONRY HEADWALLS TO MATCH HOUSE. ALL DRIVEWAY ACCESS FROM THE ROAD WILL BE ACROSS AN APPROVED CULVERT, THE SIZE AND DESIGN MUST BE APPROVED BY THE BUILDING COMMITTEE.

24. NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT IN THIS ADDITION, WHICH EXCEEDS A HEIGHT OF MORE THAN 2 STORIES EXCEPT AS APPROVED BY THE BUILDING COMMITTEE.

25. NO DISCHARGE OF FIREARMS WITHIN THE LIMITS OF THE SUBDIVISION WILL BE PERMITTED.

26. SEMI-TRAILERS AND SEMI-TRAILER TRUCKS SHALL NOT BE ALLOWED OR PARKED ON OR REPAIRED ON WITHIN THE SUBDIVISION. NO MECHANICAL WORK ON AUTOMOBILES SHALL BE PERFORMED ON DRIVEWAYS.

27. NO GARAGE SALES SHALL OCCUR IN SUBDIVISION OTHER THAN A JOINT NEIGHBORHOOD GARAGE SALE PLANNED TWICE PER YEAR.

28. SAFE ROOMS (i.e. STORM SHELTERS) MUST BE CONSTRUCTED WITHIN THE INTERIOR OF THE RESIDENCE AND THE ONLY ACCESS MAY BE FROM THE INTERIOR OF THE RESIDENCE. CONSTRUCTION OF A SAFE ROOM IS OPTIONAL.

29. NO SOLAR PANELS OR SIMILAR ITEMS SHALL BE PLACED ON ANY RESIDENCE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BUILDING COMMITTEE.

30. ALL HOMES MUST HAVE A LANDSCAPING BUDGET, MINIMUM OF $3,000, EXCLUSIVE OF SOD, WITH TWO TREES IN FRONT YARD, NOT LESS THAN 2" CALIPER.

31. ALL LOTS MUST HAVE A DEDICATED CONSTRUCTION ENTRANCE WITH A CULVERT BEFORE COMMENCEMENT OF CONSTRUCTION. ENTRANCE TO THE LOT MUST BE AT STREET LEVEL. LOT OWNERS WILL BE RESPONSIBLE FOR DAMAGE TO ASPHALT ROAD DUE TO EXCESSIVE DRIVE-OFF OF CONSTRUCTION VEHICLES.

32. ATV'S, UTV'S, MOTOR BIKES AND VEHICLES OF LIKE SORT WILL NOT BE ALLOWED TO OPERATE IN A MANNER THAT IS A NUISANCE TO NEIGHBORS OF NEIGHBORHOOD.

33. NO VEHICLES SHALL BE PARKED ALONG STREET, EXCEPT FOR OCCASIONAL GATHERINGS (NOT TO EXCEED 24 HOURS).

34. ALL TRASH PRESENTED AT CURB FOR TRASH SERVICE WILL BE STORED IN A TRASH CAN OR CONTAINER. TRASH CANS OR CONTAINERS ARE TO REMAIN AT THE CURB FOR NO MORE THAN 24 HOURS.

35. DURING CONSTRUCTION, ALL LOTS MUST HAVE A DUMPSTER AND A PORT-A-JOHN ON SITE. ALL SITES WILL BE KEPT FREE OF LOOSE DEBRIS AND MAINTAINED IN AN ORDERLY MANNER. NO BURNING OR BURYING OF TRASH. OWNER OR BUILDER SHALL BE RESPONSIBLE FOR MONITORING SITE DURING CONSTRUCTION PERIOD.

36. ALL OWNERS IN EVERGREEN HILLS SHALL BE OBLIGATED TO PAY ANNUAL DUES ON EACH LOT OWNED OF $200.00 PER YEAR TO BE USED FOR IMPROVEMENT AND/OR EXPENSES INCURRED AFTER COMPLETION OF DEVELOPMENT. SAID DUES SHALL BE COLLECTED BY THE DEVELOPER OR A MANDATORY HOMEOWNER'S ASSOCIATION. EACH YEAR A REPORT WILL BE GIVEN TO LOT OWNERS OF DUES COLLECTED AND EXPENSES INCURRED. THE HOME OWNERS' ASSOCIATION IS RESPONSIBLE FOR MAINTENANCE OF ALL COMMON AREAS. THE DETENTION POND OFFSITE TO THE WEST INSIDE THE OVERLAND DRAINAGE AND DETENTION EASEMENT RECORDED AS DOC # 2020160[illegible]. FAILURE TO PAY SAID DUES SHALL CONSTITUTE A LIEN TO BE FILED AGAINST SAID LOT NOT PAYING DUES. SHOULD EXPENSES EXCEED THE ANNUAL INCOME FROM DUES, THE DUES MAY BE INCREASED TO SATISFY THE DEFICIT NECESSARY TO MAINTAIN AND SUPPORT THE COMMON AREAS OF INTEREST TO THE LOT OWNERS. DUES SHALL COMMENCE AFTER CONVEYANCE OF DEED FROM DEVELOPER TO OWNER.

SECTION IV
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 OWNERS, THEIR SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER THEM. IF THE UNDERSIGNED OWNERS, OR THEIR SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION 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 COVENANTS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL AUGUST 20, 2042, AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS TERMINATED OR AMENDED AS SECTION I AND II MAY BE AMENDED FROM TIME TO TIME BY CONSENT OF THE WAGONER COUNTY PLANNING COMMISSION OR AS OTHERWISE PROVIDED BY LAW.

C. 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 OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN THE EVENT THE PARTIES HERETO OR THEIR SUCCESSORS, HEIRS, OR ASSIGNS, SHALL VIOLATE OR BREACH ANY OF THE ABOVE COVENANTS, ANY PERSON OR PERSONS OWNING ANY LOT IN EVERGREEN HILLS, SHALL HAVE THE RIGHT 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 DOING SO OR TO COMPEL COMPLIANCE WITH SUCH COVENANTS CONTAINED HEREIN BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE OR EFFECT.

IN WITNESS WHEREOF, IRON BUCK ACRES, LLC, HAS CAUSED ITS NAME TO BE AFFIXED AS OWNER OF TRACT 1, THIS DATE June 7th, 2022.

IRON BUCK ACRES, LLC

BY: ______
SCOT NELSON, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 7 DAY OF June, 2022, PERSONALLY APPEARED SCOT NELSON, 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 AS PRESIDENT.

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

MY COMMISSION NO. 19010458 EXPIRES Oct. 16, 2023 ~~2022~~

______
NOTARY PUBLIC

IN WITNESS WHEREOF, GRASSLAND DEVELOPMENT, LLC, HAS CAUSED ITS NAME TO BE AFFIXED AS OWNER OF TRACT 2, THIS DATE June 7th, 2022.

GRASSLAND DEVELOPMENT, LLC

BY: ______
BRYAN ROGERS, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 7 DAY OF June, 2022, PERSONALLY APPEARED BRYAN ROGERS, 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 AS PRESIDENT.

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

MY COMMISSION NO. 19010458 EXPIRES Oct. 16, 2023 ~~2022~~.

______
NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, JEFFREY A. TUTTLE, P.E., L.S. OF TULSA, OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, STAKED AND PLATTED THE ABOVE DESCRIBED TRACT AND THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

DATED THIS 3rd DAY OF June ______

______
JEFFREY A. TUTTLE
PROFESSIONAL LAND SURVEYOR

REGISTERED LAND SURVEYOR
JEFFREY ARTHUR TUTTLE
1094
OKLAHOMA

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ______ DAY OF June, 2022, PERSONALLY APPEARED JEFFREY A. TUTTLE, 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.

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

MY COMMISSION NO. 20013833 EXPIRES Nov 10, 2024 ~~2022~~.

______
NOTARY PUBLIC

MISTY SIMMS
Notary Public
State of Oklahoma
Commission 20
Expires: Nov. 1

EVERGREEN HILLS
PREPARED: 05-31-22
SHEET 2

Doc # 2022-10313 B: 2815 P: 0394
06/28/2022 09:39:14 AM Pg: 2 of Pgs: 2
Fee: $ 57.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma