

NATURAL SPRINGS II AMENDED
DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT GADA BUILDERS INC., AN OKLAHOMA CORPORATION AND NATURAL SPRINGS II, LLC AN OKLAHOMA LIMITED LIABILITY COMPANY (THE "DEVELOPERS"), BEING THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN WAGONER COUNTY, STATE OF OKLAHOMA, TO WIT:

LEGAL DESCRIPTION
NATURAL SPRINGS II AMENDED

A replat of all of blocks 4 and 5 and lots 2 thru 16 block 1, lots 2 thru 5 block 3, Natural Springs II located in the N/2 NW/4 of Section 26, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner county, State of Oklahoma being more particularly described as follows:

COMMENCING at the NE corner NW/4 of said Section 26;
THENCE South 0°00'09" East, a distance of 187.33 feet to the POINT OF BEGINNING;
THENCE South 0°00'09" East, a distance of 1132.67 feet to a point;
THENCE West, a distance of 1485.70 feet to a point;
THENCE North, a distance of 47.00 feet to a point;
THENCE West, a distance of 290.60 feet to a point;
THENCE North, a distance of 353.25 feet to a point;
THENCE East, a distance of 114.42 feet to a point;
THENCE North, a distance of 247.25 feet to a point;
THENCE East, a distance of 226.18 feet to a point;
THENCE South, a distance of 94.55 feet to a point;
THENCE East, a distance of 300.60 feet to a point;
THENCE North 86°26'24" East, a distance of 309.00 feet to a point;
THENCE East, a distance of 506.70 feet to a point;
THENCE North, a distance of 560.53 feet to a point;
THENCE East, a distance of 320.00 feet to the POINT OF BEGINNING containing 1,170,622 square feet or 26.87 acres.

HAS CAUSED SAID REAL ESTATE TO BE SURVEYED, STAKED, AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS, AND HAS DESIGNATED THE SAME AS "NATURAL SPRINGS II AMENDED", AN ADDITION TO THE COUNTY OF WAGONER, STATE OF OKLAHOMA.

SECTION I.

STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENT.

THE DEVELOPER DOES FURTHER DEDICATE FOR PUBLIC USE THE STREETS, EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE ATTACHED PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REMOVING AND REPLACING ANY AND ALL STREETS AND 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 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, PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO, OVER, ACROSS AND ALONG THE PUBLIC STREETS, EASEMENTS AND RIGHTS-OF-WAY SHOWN ON THE PLAT FOR THE PURPOSE OF FURNISHING OF WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT AND THE ADJACENT PROPERTY (HEREINAFTER DEFINED).

THE OWNER AGREES THAT NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE (EASEMENT) PURPOSES AFORESAID, WILL BE PLACED, ERRECTED, INSTALLED, OR PERMITTED UPON THE EASEMENTS OR RIGHTS OF WAY AS SHOWN ON THE PLAT.

THE OWNER SHALL BE RESPONSIBLE FOR THE REPAIR AND PLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER OR SEWER MAINS, ELECTRIC, NATURAL GAS, COMMUNICATIONS OR TELEPHONE SERVICE.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICES

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATIONS SERVICE MAY BE LOCATED ALONG THE SOUTH AND EAST BOUNDARIES IN 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, AS SHOWN ON ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT WAYS.

2. EXCEPT TO HOUSES DESCRIBED IN PARAGRAPH (A) ABOVE, WHICH MAY BE SERVED FROM OVERHEAD ELECTRIC SERVICE LINES, UNDERGROUND SERVICE CABLES TO ALL HOUSES WHICH MAY BE LOCATED ON LOTS IN THE ADDITION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC SERVICE OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITE, PERMANENT, EFFECTIVE AND EXCLUSIVE 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 HOUSE.

3. THE SUPPLIER OF ELECTRIC AND COMMUNICATIONS SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS 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 ELECTRIC OR COMMUNICATION FACILITIES SO INSTALLED BY IT.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATIONS FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC AND COMMUNICATIONS FACILITIES. THE COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATIONS 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 COMMUNICATIONS AND ELECTRIC FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF COMMUNICATIONS AND ELECTRIC SERVICES, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER SERVICES.

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS LOCATED ON OR IN HIS LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.

3. THE WAGONER COUNTY RURAL WATER DISTRICT #4 OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER, HIS AGENTS OR CONTRACTORS.

4. THE WAGONER COUNTY RURAL WATER DISTRICT #4 OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENTS 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 WATER FACILITIES.

5. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OR REPAIR OF THE PUBLIC WATER FACILITIES WITHIN THE EASEMENT AREAS SITUATED UPON SUCH OWNER'S LOT; PROVIDED, HOWEVER, THE WAGONER COUNTY RURAL WATER DISTRICT #4 SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

6. THE FOREGOING COVENANTS CONCERNING WATER FACILITIES SHALL BE ENFORCEABLE BY THE WAGONER COUNTY RURAL WATER DISTRICT #4 AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

D. 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, OR 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, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES 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 THE LOT AGREES TO BE BOUND HEREBY.

SECTION II.

RESTRICTIONS

A. USE OF LAND/DEVELOPMENT STANDARDS

1. ALL LOTS IN NATURAL SPRINGS II AMENDED SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED FOR SINGLE-FAMILY RESIDENTIAL PURPOSES, AND SHALL COMPLY WITH THE DEVELOPMENT STANDARDS OF RESIDENTIAL ZONING DISTRICT R22.5.

2. THE NUMBER OF DWELLINGS WITHIN THE ADDITION SHALL NOT EXCEED 26.

3. RESTRICTIONS & CONDITIONS ARE TO BE FILED AS A SEPARATE DOCUMENT.

IN WITNESS WHEREOF: GADA BUILDERS INC., AN OKLAHOMA CORPORATION, HAS CAUSED ITS NAME TO BE AFFIXED AS OWNER OF LOT 10, BLOCK 1 NATURAL SPRINGS II, AN ADDITION TO THE COUNTY OF WAGONER, OKLAHOMA.

THIS DATE May 24, 2006
BY: [Signature]
PRESIDENT

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 24 DAY OF May, 2006, PERSONALLY APPEARED NORA S. GORDON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS PRESIDENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH CORPORATION.

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

11-21-2006
MY COMMISSION EXPIRES:

[Signature]
NOTARY PUBLIC



IN WITNESS WHEREOF: NATURAL SPRINGS II, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY HAS CAUSED ITS NAME TO BE AFFIXED AS OWNER OF LOTS 2 THRU 9 AND LOTS 11 THRU 16 BLOCK 1, LOTS 2 THRU 5 BLOCK 3 AND ALL OF BLOCKS 4 AND 5, NATURAL SPRINGS II, AN ADDITION TO THE COUNTY OF WAGONER, OKLAHOMA

THIS DATE May 23, 2006

BY: [Signature]
MANAGER

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 23 DAY OF May, 2006, PERSONALLY APPEARED JUDY GILSTRAP, 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 SHE EXECUTED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY.

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

11-21-2006
MY COMMISSION EXPIRES:

[Signature]
NOTARY PUBLIC

IN WITNESS WHEREOF: JOHN & LISA G. COOPER, HAS CAUSED ITS NAME TO BE AFFIXED AS OWNER OF LOT 2 BLOCK 3, NATURAL SPRINGS II, WAGONER COUNTY OKLAHOMA

THIS DATE May 22, 2006

BY: [Signature]
JOHN COOPER

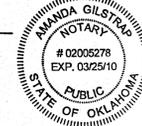
BY: [Signature]
LISA G. COOPER

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 22 DAY OF May, 2006, PERSONALLY APPEARED JOHN & LISA G. COOPER, HUSBAND AND WIFE TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED.

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

03-25-10
MY COMMISSION EXPIRES:



[Signature]
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 May, 2006.

[Signature]
JEFFREY A. TUTTLE
PROFESSIONAL LAND SURVEYOR
OKLAHOMA

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 20 DAY OF May, 2006, 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.

04-24-2007
MY COMMISSION EXPIRES:

[Signature]
NOTARY PUBLIC



Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
By: [Signature]
DEPUTY