

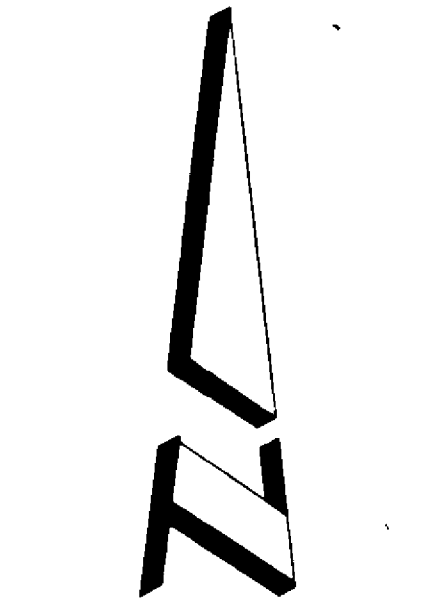
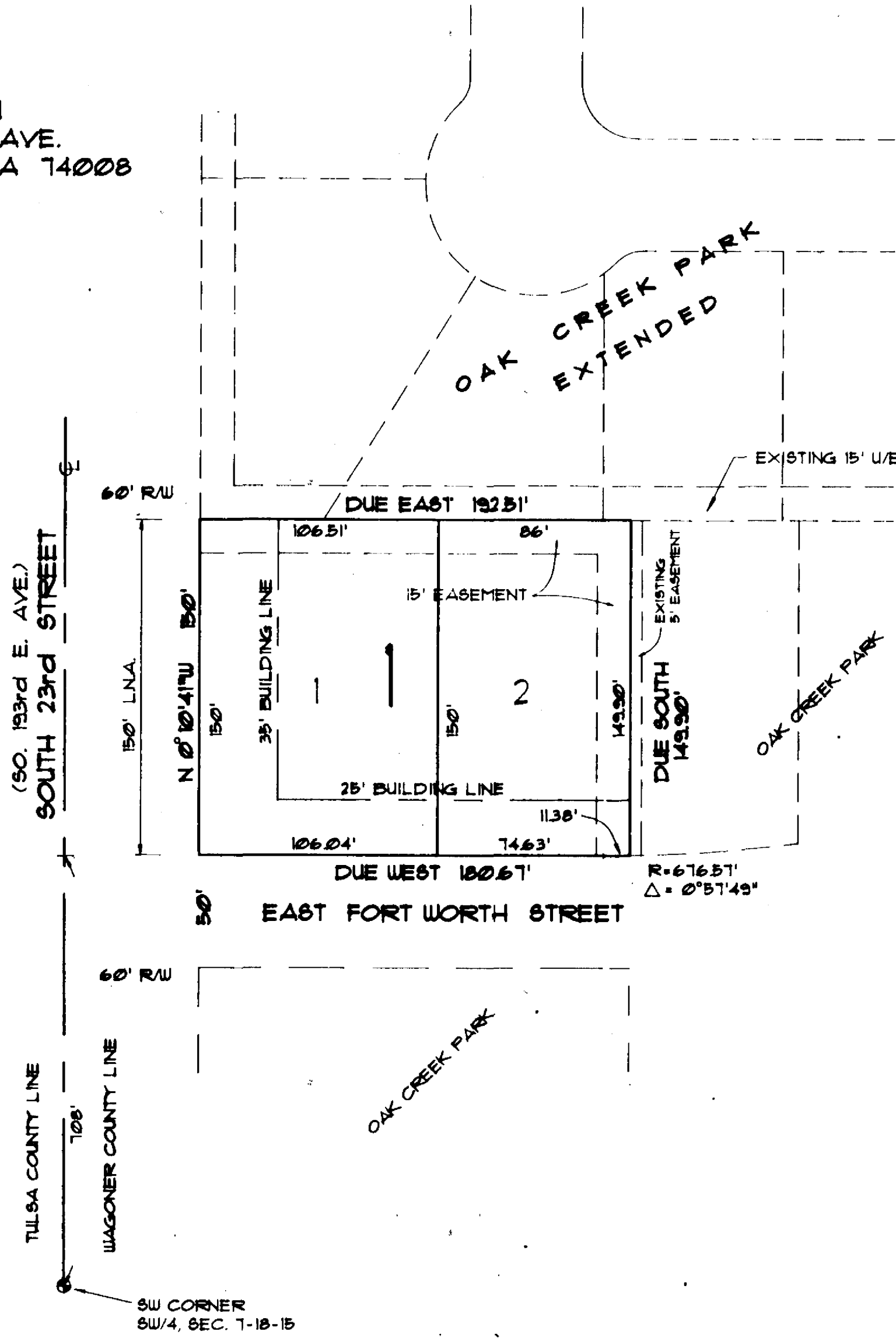
OAK CREEK PARK 2nd

AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY OKLAHOMA, BEING A RE-SUBDIVISION OF LOT 1, BLOCK 1, OAK CREEK PARK, SITUATED IN THE SW/4 OF SECTION 7, T-18-N, R-15-E.

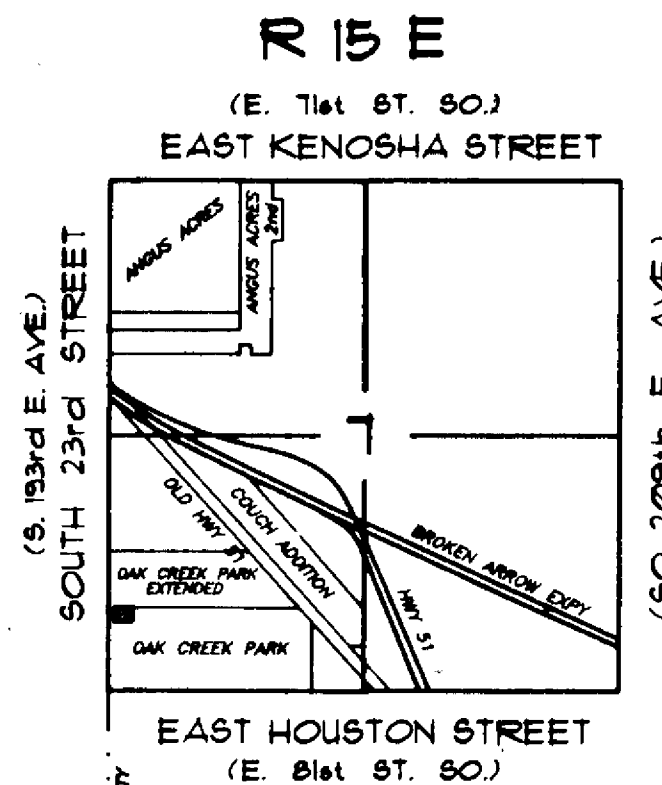
OWNER:
 STORYBOOK PROPERTIES, INC.
 3600 E. NASHVILLE
 BROKEN ARROW, OKLAHOMA 74014
 918-455-1111

ENGINEER:
 JOE E. DONELSON
 17440 SO. 89th E. AVE.
 BIXBY, OKLAHOMA 74008
 918-366-3413

APPROVED 2-2-98 by the City Council of the City of Broken Arrow, Oklahoma.
James C. Reynolds
Burton Raylan
 Attest: City Clerk



SCALE: 1"=50'



LOCATION MAP

LOT	BLOCK	ADDRESS
1	1	2400A E. FORT WORTH ST.
		2400B E. FORT WORTH ST.
2	1	2402A E. FORT WORTH ST.
		2402B E. FORT WORTH ST.

LEGEND	
A.O.	ACCESS OPENING
L.N.A.	LIMITS OF NO ACCESS
B.L.	BUILDING LINE
I.P.	IRON PIN
C.L.	CENTER LINE
U/E	UTILITY EASEMENT

TOTAL ACRES
 0.663 ACRES
 NO. LOTS 2
 JANUARY 26, 1998
 OAKCRODUG

DEED OF DEDICATION

OAK CREEK PARK 2nd

KNOW ALL MEN BY THESE PRESENTS;

THAT STORYBOOK PROPERTIES, INC., an Oklahoma Corporation is the Owner of the following described tract of land located in Wagoner County, Oklahoma, to-wit:

Lot 1, Block 1 of Oak Creek Park, an Addition to the City of Broken Arrow, Wagoner County, Oklahoma according to the recorded plat thereof and containing 0.663 acres more or less,

and that the above owner has caused the same to be surveyed into lots, 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 "OAK CREEK PARK 2nd", an Addition to the City of Broken Arrow, Wagoner County, Oklahoma.

SECTION I: EASEMENT/UTILITY DEDICATIONS, ACCESS LIMITATIONS:

- 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 any and all rights of all vehicular ingress and egress from any property or properties lying adjacent to South 23rd Street, 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, and the owners of each lot agrees to be bound thereby.
- The undersigned owner further dedicates to the public for use forever easements and rights-of-way as shown and designated on the accompanying plat 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 rights-of-way for the uses and purposes of aforesaid together with similar rights in each and all of the streets shown on said plat.
- In connection with the installation of underground electric, natural gas and communication service, all lots are subject to the following provisions, to-wit:
 - Overhead pole lines for the supply of electric and communication service may be located along the west side 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.
 - 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 deemed to have a definitive, permanent, effective and exclusive rights-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.
 - The supplier of electric, communication and gas service, through its proper agents and employees, shall at all times 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.
 - 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. The Companies will be responsible for ordinary maintenance of underground electric, communication or gas facilities, but the owner will pay for the damage or relocation of such facilities caused or necessitated by the acts of the owner or 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 the 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 utility 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, maintaining, removing or replacing any portion of said underground water and sewer facilities.

IN WITNESS WHEREOF, STORYBOOK PROPERTIES, INC., has caused its name to be affixed, by its duly authorized officers, this 17th day of March, 1998.

STORYBOOK PROPERTIES, INC.

By: *Charles F. Sanders*

Charles F. Sanders

STATE OF OKLAHOMA)
)SS
 COUNTY OF TULSA)

This instrument was acknowledged before me on this 18th day of MARCH, 1998, by CHARLES F. SANDERS, as PRESIDENT of Storybook Properties, Inc. an Oklahoma Corporation.

Karen K. Nealey
 Notary Public

My Commission Expires: May 23, 1998

SURVEYOR'S CERTIFICATE

I, Joe E. Donelson, 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 "OAK CREEK PARK 2nd", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets the Oklahoma Minimum Standards for the Practice of Surveying as adopted.

Joe E. Donelson
 JOE E. DONELSON
 L.S. 353
 Registered Professional Land Surveyor Oklahoma
 CA 2094 Exp. 6/30/99

STATE OF OKLAHOMA)
)SS
 COUNTY OF TULSA)

The foregoing Certificate of Survey was acknowledged before me this 17th day of March, 1998, by Joe E. Donelson.

April Johnson
 Notary Public

My Commission Expires:

OKLAHOMA NOTARY PUBLIC
 HAZEL F. DONELSON
 TULSA COUNTY

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estates taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of \$ 147.35 per trust receipt no.

4431 to be applied to 1998 taxes not as yet certified to me.

This certificate is NOT to be construed as payment of 1998 taxes in full but is given in order that this plat may be filed of record.

1998 taxes could exceed the amount of the security deposit.

Dated March 23, 1998

WAGONER COUNTY TREASURER

By: *Therese Sue Sedberry*
 DEPUTY