

Plat Cabinet # 2-291-A

STATE OF OKLAHOMA
WAGONER COUNTY
FILED OR RECORDED

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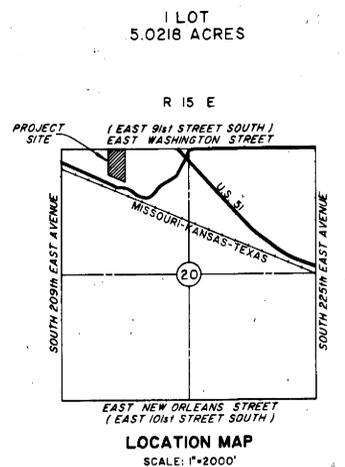
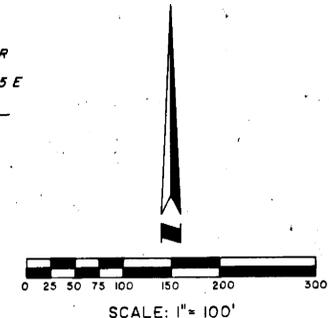
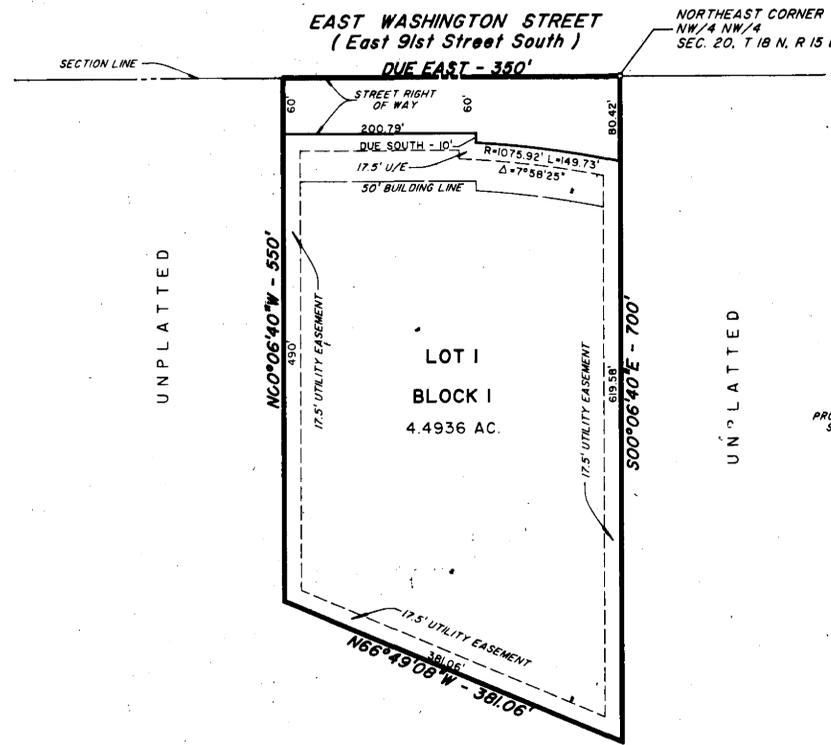
JERRY FIELDS
COUNTY CLERK

SAFECO FIRST

A SUBDIVISION OF PART OF THE NW/4 NW/4, SECTION 20,
TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE
AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY,
OKLAHOMA.

OWNER:
SAFECO MANUFACTURING, INC.
an Oklahoma Corporation
P.O. BOX 181
BROKEN ARROW, OKLAHOMA 74013
TELE. (918) 455-0100

ENGINEER:
COX & ASSOCIATES, INC.
7935 EAST 57TH STREET SOUTH
TULSA, OKLAHOMA 74145
TELE. (918) 664-3337



CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT SAFECO MANUFACTURING, INC. is the OWNER of the following described property:

A tract of land located in the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Twenty (20), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the Northeast corner of said NW/4 of the NW/4 of Section 20; THENCE S 00° 6' 40" E along the East line of said NW/4 of the NW/4 a distance of 700 feet; THENCE W 66° 49' 08" W a distance of 381.06 feet; THENCE N 00° 6' 40" W parallel to the East line of said NW/4 of the NW/4 of Section 20 a distance of 550 feet to a point on the North line of said NW/4 of the NW/4 of Section 20; THENCE due East along the North line of said NW/4 of the NW/4 of Section 20, a distance of 350 feet to the Point of beginning, containing 5.0218 acres more or less

WHEREAS, the said OWNER has caused the above described property to be surveyed, platted and staked in conformity with the accompanying plat which it hereby adopts as the plat of the above described land as "SAFECO FIRST" to the City of Broken Arrow, County of Wagoner, State of Oklahoma;

The undersigned OWNER further dedicates to the public for use forever easements and right-of-way as shown and designated on the accompanying plat for the purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, 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 appurtenances 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.

The OWNER hereby relinquishes the right of ingress and egress to the Addition within the bounds designated as "Limits of No Access" (LNA) on the accompanying Plat of the Addition except as may hereafter be released, altered or amended 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.

NOW, THEREFORE, the undersigned OWNER does hereby dedicate for public use the street as shown on said plat. For the purpose of providing an orderly development of the entire tract, and for the further purposes of providing adequate restrictive covenants for the mutual benefits of undersigned OWNER and his successors in title and the City of Broken Arrow to the subdivision of said tract, hereinafter referred to as Lot 1, said Owner does hereby impose the following restrictions and reservations and creates the following easements to which it shall be incumbent upon his successors and assigns to adhere, to-wit:

PROTECTIVE COVENANTS AND RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

- Electrical and Communication Service**

(a) Overhead pole lines for the supply of electric or communication service may be located along the North and East boundaries of SAFECO FIRST 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 street, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

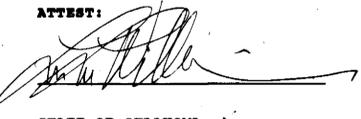
(b) Except to buildings on the lot described in paragraph (a) above, which may be served from overhead electric or communication service lines, underground service cables to all buildings which may be located on the lot in said Addition may be run from the nearest service pedestal or transformer to the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

(c) The supplier of electric or communication 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 purpose of installing, maintaining, removing or replacing any portion of said underground electric or communication facilities so installed by it.

(d) The owner of this lot shall be responsible for the protection of the underground electric or communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric or communication facilities. The Company will be responsible for ordinary maintenance of underground electric or communication 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.

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

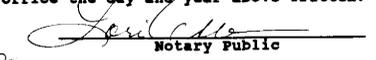
IN WITNESS WHEREOF said SAFECO MANUFACTURING, INC., an Oklahoma Corporation, has caused these presents to be executed and its corporate officers hereunto duly authorized this 16 day of MARCH, 1992

ATTEST:

SAFECO MANUFACTURING, INC.,
an Oklahoma Corporation
By: 

STATE OF OKLAHOMA)
COUNTY OF WAGONER) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 16 day of March, 1992, personally appeared Jack C. Cox, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and as its owner acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

My Commission Expires: 11-7-92

Notary Public

CERTIFICATE OF SURVEY

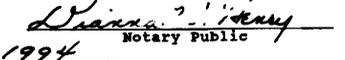
We, COX & ASSOCIATES, INC., of Tulsa, Oklahoma, hereby certify that we have, at the instance of the OWNER designated above, made the above described survey, and that the accompanying plat is a true and correct representative of said survey.

Signed and sealed this 4th day of March, 1992.

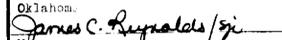
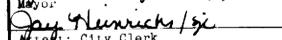
COX & ASSOCIATES, INC., ENGINEERS
By: 
JACK C. COX, Reg. Land Surveyor

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of March, 1992, personally appeared JACK C. COX, 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 and as the free and voluntary act and deed of Cox & Associates, Inc. for the uses and purposes therein set forth.

My Commission Expires: January 7, 1994

Notary Public

I, the undersigned, the duly qualified and acting county Treasurer of Wagoner County, Wagoner Oklahoma, hereby certify that according to the 1992 rolls the taxes on the above described are paid
James McWhorter, County Treasurer

APPROVED 1/20/92 by the City Council of the City of Broken Arrow, Oklahoma.

Mayor

City Clerk