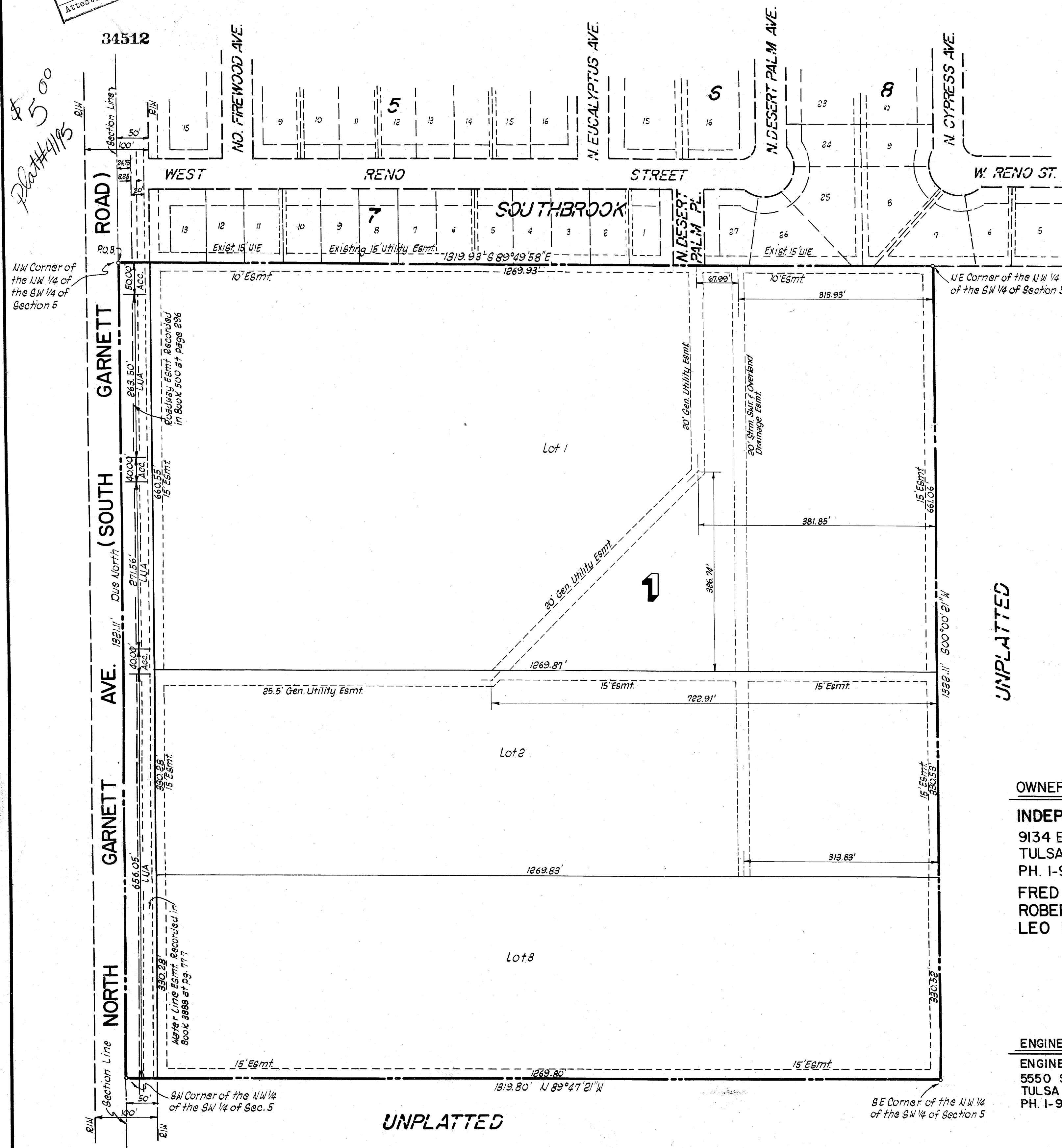


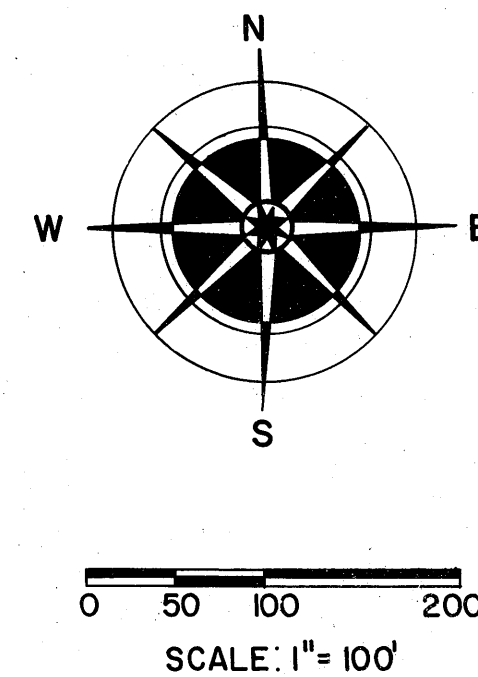
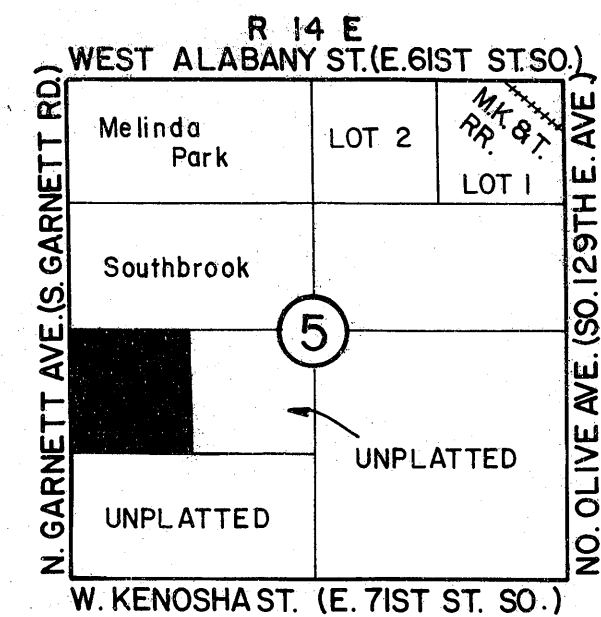
UNION PLAZA

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
A SUBDIVISION OF A PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 5, T-18-N, R-14-E

APPROVED 1-12-81 by the City Council of the City of Broken Arrow.
Mayor *Eric Spivey*
Attest: City Clerk *R.A.*



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 in advance of the current tax rolls, and security as required by said Section 514 has been provided in the amount of \$2200 per tract receipt no. 2348 to be applied to 1982 taxes not as yet certified to me.
This certification is NOT to be construed as payment of 1982 taxes in full but is given in order that this plat may be filed of record.
1982 taxes could exceed the amount of the security deposit.
Dated March 11, 1982
JOHN F. CANTRELL
TULSA COUNTY TREASURER
By: *Ray P. R.* Deputy



OWNERS:

INDEPENDENT SCHOOL DISTRICT NO. 9
9134 EAST 46TH STREET
TULSA, OKLAHOMA 74145
PH. 1-918-664-9400
FRED DANIEL, JR.
ROBERT E. GRANT
LEO F. HAAS, JR.

ENGINEERS:

ENGINEERING CONSULTANTS, INC.
5550 SOUTH LEWIS AVENUE
TULSA, OKLAHOMA 74105
PH. 1-918-749-7968

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOWN ALL MEN THESE PRESENTS: That INDEPENDENT SCHOOL DISTRICT NO. 9, Fred Daniel, Jr., Robert E. Grant and Leo F. Haas, Jr. being the sole owners of the real property hereinafter described has caused said property to be subdivided into lots and blocks, to-wit:

A tract of land located in the Northwest 1/4 of the Southwest 1/4 of Section 5, T-18-N, R-14-E of the Indian Base and Meridian, according to the original U.S. Government Survey there-of, Tulsa County, Oklahoma, being more particularly described as follows to-wit:

BEGINNING AT A POINT, said point being the Northwest corner of the said Northwest 1/4 of the Southwest 1/4, thence S 89°-49'-58" E along the North line of said Northwest 1/4 of the Southwest 1/4 a distance of 1319.93 feet to a point, said point being the Northeast corner of the said Northwest 1/4 of the Southwest 1/4, thence S 00°-00'-21" W along the East line of the said Northwest 1/4 of the Southwest 1/4 a distance of 1322.11 feet to a point, said point being the Southeast corner of the said Northwest 1/4 of the Southwest 1/4, thence N 89°-47'-21" W along the South line of said Northwest 1/4 of the Southwest 1/4 a distance of 1319.80 feet to a point in the West line of said Section 5, said point being the Southwest corner of the said Northwest 1/4 of the Southwest 1/4, thence due North along the West line of the said Northwest 1/4 of the Southwest 1/4 a distance of 1321.11 feet to THE POINT OF BEGINNING; said described tract containing 1,744,333.13 square feet or 40.044 acres more-or-less.

AND, to be surveyed, staked, and platted into lots, blocks, and streets in conformity to the plat annexed hereto and have caused the same to be named and designated "Union Plaza" an Addition to the City of Broken Arrow, Tulsa County, Oklahoma.

AND, the undersigned owners hereby dedicate for the public use the streets and easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all streets, public and private utilities, including but not limited to storm sewers, sanitary sewers, telephone lines, cable television lines, electric power lines and transformers, gas lines and water lines, together with all fittings, equipment, and appurtenances for each and every such facility, including poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress into and upon said easements for the uses and purposes aforesaid; provided, however, that the undersigned owners hereby reserve the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress for such construction, maintenance, operating, laying and relaying over, across and along all strips of land included within the easement shown thereon both for the purposes of furnishing water and sewer service to the area included in said plat, and to other areas.

AND, the undersigned owners for the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants, and for the mutual benefit of the undersigned owners, their successors and assigns and the adjacent owners abutting the tract, their successors and assigns do hereby impose the following restrictions, limitations and reservations which shall be binding upon all subsequent purchasers:

1. All building construction shall comply in all ways with the applicable zoning restrictions and ordinances in force at the time or to all the restrictions provided for in any special use permits applied for and obtained from the Broken Arrow Planning Commission.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for twenty (20) years from the date the plat of "Union Plaza" is filed in the office of the County Clerk, Tulsa County, Oklahoma.

If the parties hereto, or any of them, or their heirs, or assigns, or any person owning any of the said lots hereinafter described shall violate any of the covenants, it shall be lawful for any other person or persons owning any of the lots in said development or subdivision to prosecute any proceedings of law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, either to prevent him or them from so doing or to recover damages or other dues from such violations. In addition, if any of the owners of said lots in any manner violate any of the provisions of the restrictive covenants hereinafter recited, it shall be lawful for any person owning any properties, lands, lots or blocks, adjacent to any of the lots located in "Union Plaza" to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any such covenants or restrictions, either to prevent him or them from doing so or to recover damages or other dues from such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

IN WITNESS WHEREOF, we have hereunto set our hands at Tulsa Oklahoma, this 9th day of December, 1981.

INDEPENDENT SCHOOL DISTRICT NO. 9

Alison Moore
ALISON MOORE, PRES. OF BOARD

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, the undersigned Notary Public within and for said County and State on this 9th day of December, 1981, personally appeared ALISON MOORE, FRED DANIEL, JR., ROBERT E. GRANT AND LEO F. HAAS, JR., to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its owners 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.

My Commission Expires: 4/19/85
Carroll Robinson
Notary Public

CERTIFICATE OF SURVEY

We, ENGINEERING CONSULTANTS, INC., of Tulsa, Oklahoma, do hereby certify that we have, at the instance of the owner designated above, made the above described survey, and that the accompanying plat is true and correct representation of that survey.

Dated this 22nd day of OCT, 1981, at Tulsa, Oklahoma, by: *Lynden L. Burrow*
LYNDEN L. BURROW, L.S. No. 1077

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, the undersigned Notary Public within and for said County and State, on this 22nd day of October, 1981, personally appeared Lynden L. Burrow, 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 for the uses and purposes therein set forth.

My Commission Expires: October 1, 1984
Bucky Sherran
Notary Public