

PLC 5 - 414B

BLUEBIRD GARDEN CENTER

PART OF THE NE/4 NW/4 OF SEC 20 T 18 N R 15 E,
CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

Site Data

BENCHMARK

ADS 3" ALUMINUM CAP STAMPED BA #25
ON THE NORTH SIDE OF E. 91ST ST. APPROX.
0.45 MILE EAST OF S. 225TH E. AVE. (EVANS
ROAD) AND APPROX. 125' EAST OF HASKELL DR.
ELEVATION = 718.17' (NAVD 1988)

BASIS OF BEARINGS

BASIS OF BEARINGS OKLAHOMA
HIGHWAY DEPARTMENT STATE PLANE COORDINATE
SYSTEM

LAND AREA

283,137 SF±
6.500 AC±

MONUMENTATION

A 3/8" X 18" DEFORMED BAR WITH A PLASTIC
CAP STAMPED "CA4479" TO BE SET AT ALL PLAT
BOUNDARY CORNERS, PRIOR TO RECORDATION
UNLESS NOTED OTHERWISE.

ADDRESS

4201 E. WASHINGTON STREET
ADDRESS SHOWN ON THIS PLAT WAS ACCURATE
AT THE TIME THIS PLAT WAS FILED. ADDRESSES
ARE SUBJECT TO CHANGE AND SHOULD NEVER BE
RELIED ON IN PLACE OF LEGAL DESCRIPTION.

PUBLIC UTILITY NOTES

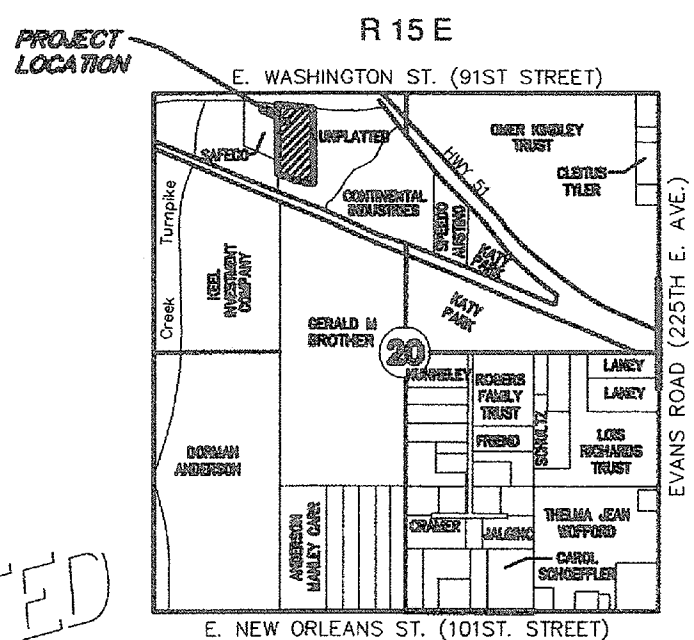
STORMWATER DETENTION ACCOMMODATIONS FOR
THIS SITE ARE PROVIDED IN ACCORDANCE WITH
FEE-IN-LIEU OF DETENTION DETERMINATION
#DD-102010-20

POTABLE WATER SUPPLY WILL BE SERVED BY THE
WAGONER COUNTY RURAL WATER DISTRICT NO. 4

RIGHT-OF-WAY DEDICATION
DATED DEC. 5, 1991
FILED JAN. 3, 1992
BOOK 804, PAGE 715

RIGHT-OF-WAY DEDICATION
DATED JUNE 13, 1995
FILED JUNE 22, 1995
BOOK 898, PAGE 309

50' 0 50' 100'



Location Map

SEC. 20 T18N, R15E
WAGONER COUNTY, OKLAHOMA

Project Data

OWNER

BLUEBIRD GARDEN CENTER LLC
13544 SOUTH 257TH EAST AVENUE
COWETA, OK 74429
918.486.0080

ENGINEER / SURVEYOR

COOK & ASSOCIATES ENGINEERING, INC.
121 EAST COLLEGE
BROKEN ARROW, OK 74012
918.258.9442 (VOICE) 918.258.9488 (FAX)
CA#4479 EXPIRES JUNE 30, 2012

MUNICIPAL AUTHORITY

CITY OF BROKEN ARROW
210 SOUTH 1st STREET
BROKEN ARROW, OK 74012

UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY
5849 E. 15th ST.
TULSA, OKLAHOMA 74112
918.831.8334
ATTN: JOHN KISKA
JKISKA@ONG.COM
OR
RICK SHOEMAKER
918.831.8350
RSHOEMAKER@ONG.COM

AEP / PSO
5223 S. GARNETT ROAD
TULSA, OK 74146
918.599.2132
ATTN: EVELYN SHELTON
EMSHLTON@AEP.COM

COX COMMUNICATIONS
11811 EAST 51st STREET
TULSA, OK 74145
918.286.4658 VOICE
918.236.4018 FAX
ATTN: KEVIN CATLETT

WINDSTREAM
2300 EAST 1st PLACE
BROKEN ARROW, OK 74012
918.451.3427 VOICE
918.451.1865 FAX
ATTN: ANGELA RAHE

Legend

B/LBUILDING LINE
LMALIMITS OF NO ACCESS
U/EUTILITY EASEMENT
LS/E.....LANDSCAPE EASEMENT
R/W.....RIGHT OF WAY
[4201].....ADDRESS

Detention Note

STORMWATER DETENTION ACCOMMODATIONS
FOR THIS SITE ARE IN ACCORDANCE WITH
FEE-IN-LIEU OF PROVIDED.
DETENTION DETERMINATION #DD-102010-20

SAFECO

LOT ONE
BLOCK ONE

UNPLATTED

WAGONER COUNTY ROAD
RIGHT-OF-WAY DEDICATION
DATED JANUARY 27, 1942
FILED FEBRUARY 3, 1942
VOLUME 232, PAGE 32

180.15'
R=250.00'
Chord=485'40.56"W

APPROVED 3-22-11 by the City
Council of the City of Broken Arrow
Oklahoma.
Mike Swanson
Mayor
Attest: City Clerk
3-28-11

STATE OF OKLAHOMA }
COUNTY OF WAGONER }
I, Carolyn M. Kusler, Deputee County Clerk, in and for the
County and State above named, do hereby certify that
the foregoing is a true and correct copy of a file instrument
now on file in my office.
Dated the 15 day of February, 2012
Carolyn M. Kusler
WAGONER
Deputy
Amanda Alsip
Deputy

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have
been paid as reflected by the current tax rolls. Security as required
has been provided in the amount of \$ 330.00
per tract receipt no. 2 to be applied to 2012 taxes.
This certificate is NOT to be construed as payment of 2012
taxes in full but is given in order that this plat may be filed on record
2012 taxes could exceed the amount of the security deposit.

Dated 2-1, 2012
Dennis Samler
WAGONER
Tulsa County Treasurer
by C. S. P.
Deputy

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
by Kristy Garris
DEPUTY

BLUEBIRD GARDEN CENTER
CASE NO. PT10106
DEV. NO. 10123
Sheet 1 of 2
Date Prepared: 7/27/2011

BLUEBIRD GARDEN CENTER

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

A TRACT OF LAND IN THE NE/4 OF THE NW/4 OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE I.B.M., WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NE/4 OF THE NW/4 OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 15 EAST, THENCE ALONG THE NORTH LINE OF SAID SECTION 20, N88°45'00"E A DISTANCE OF 359.63 FEET; THENCE S01°21'41"E A DISTANCE OF 917.64 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 294.60 FEET FOR A DISTANCE OF 188.35 FEET WITH A CHORD BEARING OF N85°49'54"W; THENCE N67°30'58"W A DISTANCE OF 191.70 FEET; THENCE N01°21'41"W A DISTANCE OF 823.00 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE FOLLOWING DESCRIBED RIGHT-OF-WAY; BEGINNING AT THE NORTHWEST CORNER OF SAID NE/4 OF THE NW/4 OF SECTION 20; THENCE N88°45'00"E A DISTANCE OF 359.63 FEET; THENCE S01°21'41"W A DISTANCE OF 127.58 FEET; THENCE N83°40'52"W A DISTANCE OF 362.89 FEET; THENCE N01°21'41"E A DISTANCE OF 79.78 FEET TO THE POINT OF BEGINNING.

TRACT LESS ROAD RIGHT-OF-WAY CONTAINING 283,137 SF / 6.50 AC MORE OR LESS.

JOHN HOOPER, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, 1 BLOCK, RESERVE AREA AND EASEMENTS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "BLUEBIRD GARDEN CENTER" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER / DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", AND "OD/E" OR OVERLAND DRAINAGE EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND / OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER / DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND / OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER / DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE NORTHERLY AND EASTERLY PERIMETER BOUNDARY OF THE SUBDIVISION IF LOCATED WITH A UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENTWAYS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

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

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OR UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OR THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER SERVICE

1. THE OWNER OF LOT 1, BLOCK 1 SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS LOCATED ON LOT 1, BLOCK 1.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREA, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNERS EXPENSE.

3. WAGONER COUNTY RURAL WATER DISTRICT NO. 4 OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. WAGONER COUNTY RURAL WATER DISTRICT NO. 4 OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE WAGONER COUNTY RURAL WATER DISTRICT NO. 4 OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS SHOWN ON SAID PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND 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 ON HIS LOT, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS FACILITIES. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.

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

4. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN 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 THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

E. DETENTION EASEMENTS

1. FOR THE COMMON USE AND BENEFIT OF THE OWNER(S) OF LOT 1, BLOCK 1, WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER / DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. THE OWNER / DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER(S) OF LOT 1, BLOCK 1, AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, THAT WITHIN THE DETENTION EASEMENT DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

3. DRAINAGE FACILITIES CONSTRUCTED IN DETENTION EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE BROKEN ARROW DEVELOPMENT SERVICES DEPARTMENT.

4. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DETENTION EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE BROKEN ARROW STORMWATER MANAGER.

5. THE DETENTION EASEMENT AREAS AND FACILITIES LOCATED WITHIN LOT 1, BLOCK 1, SHALL BE MAINTAINED BY THE OWNER(S) OF LOT 1, BLOCK 1, AT THE OWNERS COST, IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER(S) OF LOT 1, BLOCK 1, OVER WHICH A DETENTION EASEMENT IS LOCATED SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREAS, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OR THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR, CORRECT ANY ALTERATION OR GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF THE LOT. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OF THE OWNER. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

6. WITHIN AREAS IDENTIFIED AS A DETENTION EASEMENT AND AS A GENERAL UTILITY EASEMENT ("U/E") THE EASEMENT AREA MAY BE UTILIZED FOR BOTH DRAINAGE, DETENTION AND GENERAL UTILITY EASEMENT PURPOSES, PROVIDED HOWEVER THE GENERAL UTILITY USES AND IMPROVEMENTS SHALL NOT OBSTRUCT OR OTHERWISE INTERFERE WITH OVERLAND FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF. CUSTOMARY UTILITY SERVICE TRANSFORMERS, PEDESTALS AND METERS SHALL NOT BE DEEMED AN OBSTRUCTION.

F. SURFACE DRAINAGE

LOT 1, BLOCK 1 SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH H SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" (LNA) EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, OR A S OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

H. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

BLUEBIRD GARDEN CENTER

PART OF THE NE/4 NW/4 OF SEC 20 T 18 N R 15 E,
CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

IN WITNESS WHEREOF: BLUEBIRD GARDEN CENTER LLC, HAS EXECUTED THIS INSTRUMENT THIS 1 DAY OF

February, 2012

BLUEBIRD GARDEN CENTER LLC

John Hooper
JOHN HOOPER MANAGER

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 1st DAY OF February, 2012, JOHN HOOPER, MANAGER, TO ME KNOWN TO BE THE IDENTICAL PERSON, WHO EXECUTED WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME IN THEIR RESPECTIVE CAPACITIES AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

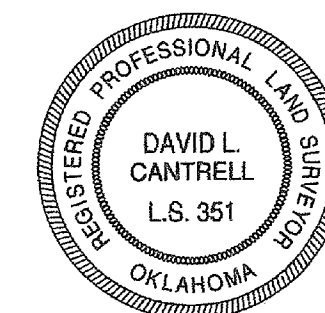
Sharon Marie Carter
NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAVID L. CANTRELL, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE FULLY COMPLIED WITH REQUIREMENTS OF THESE SUBDIVISIONS AND THE REGULATIONS AND THE SUBDIVISION LAWS OF THE STATE OF OKLAHOMA, GOVERNING SURVEYING, DIVIDING AND MAPPING OF THE LAND; THAT THE PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT; AND, THAT THE PLAT REPRESENTS A SURVEY MADE BY ME AND IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS 11 DAY OF August, 2011.

David L. Cantrell
DAVID L. CANTRELL
PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 351

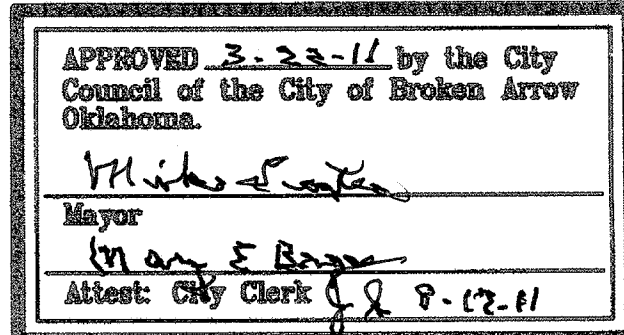


STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 11 DAY OF August, 2011, DAVID L. CANTRELL, TO ME KNOWN TO BE THE IDENTICAL PERSON, WHO EXECUTED WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME IN THEIR RESPECTIVE CAPACITIES AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH, DAVID L. CANTRELL AS PROFESSIONAL LAND SURVEYOR.

Valerie L. Cantrell
NOTARY PUBLIC

KATHLEEN CHURCH
NOTARY PUBLIC-STATE OF OKLAHOMA
TULSA COUNTY
MY COMMISSION EXPIRES Nov. 06, 2012
COMMISSION #0861156D



Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
By Kristy G. Kusler
DEPUTY

BLUEBIRD GARDEN CENTER
CASE FILE #178
DEV. NO. 10-123
Sheet 2 of 2
Date Prepared: 7/27/2011