

PRELIMINARY PLAT

CREEK CENTER

OWNER:
EUROTEXAN INVESTMENTS, LLC
5103 E DALLAS PL
BROKEN ARROW, OK 74014
918-862-9717

AN ADDITION TO THE CITY OF BROKEN
ARROW, WAGONER COUNTY, OKLAHOMA
A RESUBDIVISION OF A PART OF POSSUM
RUN ADDITION, SITUATED IN THE NE/4,
NE/4 SECTION 8, T-18-M, R-15-E.

DEVELOPMENT NUMBER

ENGINEER/SURVEYOR:
BIRD SURVEYING & DESIGN, PLLC
9020 N 175TH EAST AVE.
OWASSO, OK 74055
918-862-9717
rebird@cox.net
CA 4454 6/30/2020
PE 16512 / PLS 1558

NOTE:
ADDRESSES SHOWN ON THE PLAT WERE
ACCURATE AT THE TIME THIS PLAT WAS FILED
ADDRESSES ARE SUBJECT TO CHANGE AND
SHOULD NEVER BE RELIED ON IN PLACE OF
LEGAL DESCRIPTION

MONUMENTATION:
1/2" IRON PINS TO BE SET AT ALL PROPERTY CORNERS
UNLESS OTHERWISE NOTED

BASIS OF BEARINGS:
THE BEARING BASE FOR THIS SURVEY IS BASED ON BEARINGS
POSSUM RUN PLAT, AN ADDITION TO WAGONER COUNTY, OK

BENCH MARK:
ADS BA 32
N = 394,129.740
E = 2,843,241.428
EL = 624.979
3" ALUMINUM CAP-FLUSH-SET IN CONCRETE-STAMPED "BA-32"
ON NORTH SIDE OF E. 71st ST (E. KENOSHA) APPROX 200 FEET
WEST OF S. 234TH E. AVE. NAVD 1988.

OWNER'S CERTIFICATE OF DEDICATION, EASEMENT GRANT
AND BILL OF ASSURANCE
CREEK CENTER

KNOW ALL MEN BY THESE PRESENTS:

That Eurotexan Investments, LLC, is the Owner of the following described tract of land located in
Wagoner County, Oklahoma, to-wit:

A tract of land in the NorthEast Quarter of the NorthEast Quarter (NE/4 NE/4) of Section Eight
(8), Township Eighteen (18), Range Fifteen (15) East of the Indian Meridian, City of Broken Arrow,
Wagoner County, State of Oklahoma according to the US Government survey thereof. more
particularly described as follows:

Commencing at the NorthEast corner of said Section Eight (8); Thence Due West a distance of
33.00 feet; Thence Due South a distance of 33.00 feet; Thence Due West a distance of 167.00
feet to the Point of Beginning; Thence Due South a distance of 207.00 feet; Thence Due West a
distance of 220.00 feet; Thence Due north a distance of 207.00 feet; Thence Due East a
distance of 220.00 feet to the Point of Beginning. Said tract containing 45,540.00 square feet or
1.05 acres more or less.

and that the above owner has caused the same to be surveyed into lots and 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 "Creek Crossing", an Addition to the City of Broken Arrow, Wagoner County,
Oklahoma.

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under the name of "Creek Crossing", an Addition to the City of Broken Arrow, Wagoner County,
Oklahoma.

SECTION I: EASEMENT/UTILITY DEDICATIONS, ACCESS LIMITATIONS AND STORM DRAINAGE

1. 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 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.

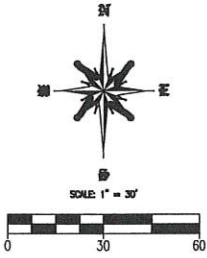
2. The undersigned owner and further dedicates to the public for use forever easements and
right-of-ways as shown and designated on the accompanying plats for the several purposes of
constructing, maintaining, operating, repairing, removing and replacing any and all public utilities,
including storm 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 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.

3. In connection with the installation of underground electric, natural gas and communication
service, all lots as subject to the following provisions, to-wit:

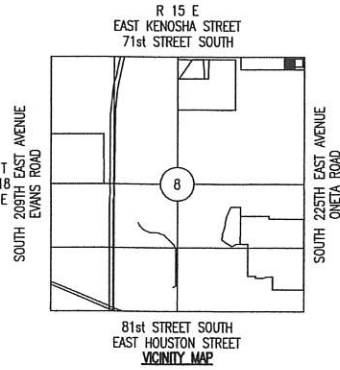
(a). Overhead pole lines for the supply of electric and communication service may be located
along all boundaries of said Addition. Street light poles or standards shall be served by
underground cable and elsewhere throughout said Addition, all supply lines shall be located
underground, in the easement-ways 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.

(b). 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 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, transformer or gas
main to the service entrance on said structure.

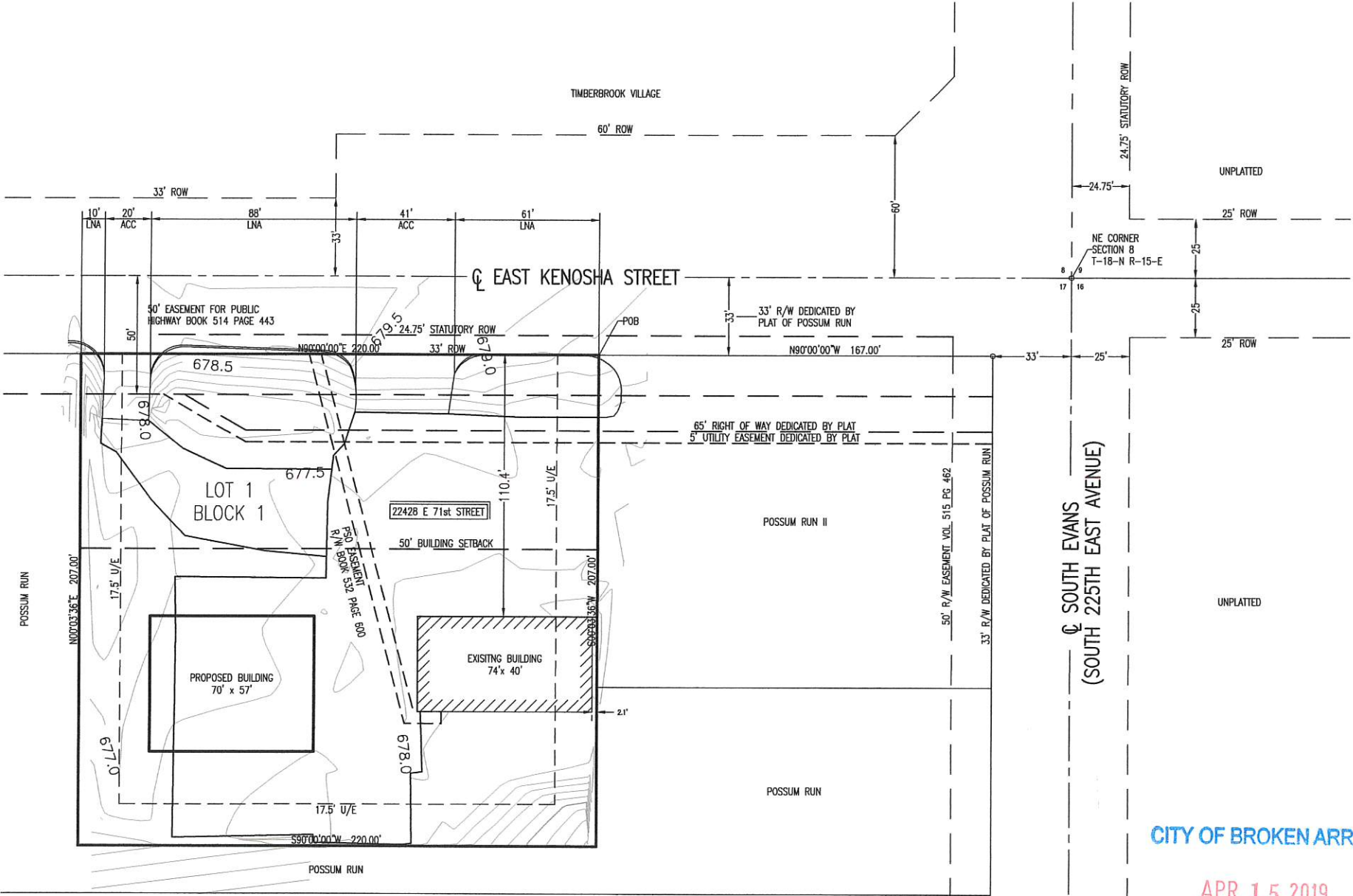
(c). The supplier of electric, communication and gas service, through its proper agents and
employees, shall at all times have right of access to all such easement-ways shown on said plat,
or provided for in this Deed of Dedication for the installing, maintaining, removing or replacing any
portion of said underground electric, communication and gas facilities so installed by it.



LEGEND:
U/E = UTILITY EASEMENT
B/L = BUILDING SETBACK LINE
R/W = RIGHT-OF-WAY
ACC = ACCESS
LNA = LIMITS OF NO ACCESS
POB = POINT OF BEGINNING
555 = STREET ADDRESS



SUBDIVISION STATISTICS:
SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK
LOT 1, BLOCK 1 CONTAINS 1.05 TOTAL ACRES (45,540 SQUARE FEET)



APPROVED _____ BY THE CITY
COUNCIL OF THE CITY OF BROKEN ARROW,
OKLAHOMA.

MAYOR

ATTEST CITY CLERK

STORMWATER DETENTION ACCOMMODATIONS FOR THIS
SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU
OF DETENTION DETERMINATION NO.

CITY OF BROKEN ARROW

APR 15 2019

RECEIVED

(d). 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
any construction activity which may interfere with said underground electric, communication and
gas facilities, but the owner will pay for the damage or relocation of such facilities caused or
necessitated by the acts of the owner of 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 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 uti
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 activi
(other than that of Public utility companies in the exercise of their rights) which may interfere w
the same. The prohibition against grade alteration shall be limited to the public 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 owner
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, maintain, removing or replacing any portion of said underground water and
sewer facilities.

IN WITNESS WHEREOF, The Undersigned has caused his/her name to be affixed on this _____ day
of _____, 2019.

STATE OF OKLAHOMA)

NOTARY PUBLIC)

Before me, the Undersigned, a Notary Public in and for said County and State, on this _____
day of _____, 2019 personally appeared _____
, to me known to be the identical person who subscribed his/her name as the maker to the
foregoing instrument and acknowledge to me that he/she executed the same as his/her voluntary
act and deed for the uses and purposes set forth therein.

Given under my hand and seal the day last above written.

My Commission Expires: _____

Notary Public

SURVEYOR'S CERTIFICATE

I, Robert E. Bird, a Registered Land Surveyor in the state of Oklahoma, hereby certify that I have
at the instance of the owners designated above, caused the above described survey to be
performed under my supervision, and that the accompanying plat is a true and correct
representation of said survey.

Signed and sealed this _____ day of _____, 2019

Robert E. Bird, PLS 1558

STATE OF OKLAHOMA)

NOTARY PUBLIC)

Before me, the Undersigned, a Notary Public in and for said County and State, on this _____
day of _____, 2019 personally appeared Robert E. Bird, to me known to be
identical person who subscribed his name as the maker to the foregoing instrument and
acknowledge to me that he executed the same as his voluntary act and deed for the uses and
purposes set forth therein.

Given under my hand and seal the day last above written.

My Commission Expires: _____

Notary Public

CASE NUMBER _____