

1977 FEB 24 AM 11 56  
ANITA NEBBITT  
COUNTY CLERK

# LYNN LANE TERRACE AMENDED

AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA BEING A RESUBDIVISION OF ALL OF LYNN LANE TERRACE, A SUBDIVISION OF A PART OF THE SE/4 SE/4 AND A PART OF THE NE/4 SE/4 LYING SOUTH OF THE BROKEN ARROW EXPRESSWAY IN SECTION 2, T-18-N, R-14-E OF THE INDIAN BASE AND MERIDIAN IN THE CITY OF BROKEN ARROW, COUNTY OF TULSA, OKLAHOMA.

**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 as reflected by the current tax roll and security as required by said Section 514, has been provided in the amount of \$37,034.88 per trust receipt no. 399. No taxes have been applied to 77 taxes not as yet certified to me.  
This certification is NOT to be construed as payment of 1977 taxes in full but is given in order that this plat may be filed of record. 1977 taxes could exceed the amount of the security deposit.  
Dated: Feb 24 1977  
JOHN F. CANNON  
TULSA COUNTY TREASURER  
By: Judy Blanton  
Deputy

**CERTIFICATE OF APPROVAL**  
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON 2-22-77  
J. Whitely

### CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:  
THAT NEELY W. KIMBROUGH is the OWNER of all of Blocks 1, 2 and 3, and EUGENE T. McQUEARY and NORMA L. McQUEARY, husband and wife are the OWNERS of all of Block 4, of "Lynn Lane Terrace", a subdivision of the City of Broken Arrow in Tulsa County, Oklahoma.  
THAT said "Lynn Lane Terrace" is a subdivision lying in the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) and in that part of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) lying South of the Broken Arrow Expressway in Section 2, Township 18 North, Range 14 East of the Indian Base and Meridian in the County of Tulsa, State of Oklahoma, more particularly described as follows, to-wit:

Beginning at the Southwest corner of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of said Section 2; thence North 0°06'11" East along the West line thereof for a distance of 535.91 feet to a point on the Southerly Right-of-Way Line of the Broken Arrow Expressway; thence South 66°41'00" East along said Right-of-Way line for a distance of 369.29 feet; thence South 48°02'02" East for a distance of 422.17 feet; thence South 61°59'59" East for a distance of 697.83 feet to a point that is 50 feet West of the East line of said Section 2; thence South 0°04'37" West, parallel to the East line of said Section 2, for a distance of 950.74 feet; thence South 48°57'23" West for a distance of 124.84 feet to a point that is 60 feet North of the South line of said Section 2; thence South 89°57'51" West, parallel to the South line of said Section 2, for a distance of 848.75 feet; thence North 0°04'42" East for a distance of 1,260 feet to a point on the South line of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of said Section 2; thence South 89°57'51" West for a distance of 333.62 feet to the point of Beginning, containing 31.600 Acres more or less.

THAT said Neely W. Kimbrough, and Eugene T. McQueary and Norma L. McQueary, husband and wife, being all of the OWNERS of lots and blocks in said "Lynn Lane Terrace", have by instrument filed concurrently herewith, vacated the plat and dedication of said "Lynn Lane Terrace" in its entirety and have caused the above described property to be surveyed, resubdivided and staked in to lots, blocks and streets in conformity with the accompanying plat which they hereby adopt as the plat of the above described land as "LYNN LANE TERRACE AMENDED", an Addition to the City of Broken Arrow, County of Tulsa, State of Oklahoma.

The undersigned OWNERS hereby dedicate for public use all the streets as shown on said plat and do hereby guarantee clear title to all of the land that is so dedicated and hereby relinquish any and all right of vehicular ingress and egress from any property or properties lying adjacent to East 71st Street South and South Lynn Lane Road within the bounds designated as "Limit of No Access" as shown on the attached plat, which "Limit of No Access" or any part or portion thereof may be modified, amended or revised with the approval of the City Engineer or the Planning Commission of the City of Broken Arrow, Oklahoma.

AND, the undersigned OWNERS hereby dedicate for public use the easements 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, telephone lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each such facility, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with the right of ingress and egress to and upon said easements for the uses and purposes aforesaid, together with similar rights in each and all the streets shown on said plat; PROVIDED, HOWEVER, that the undersigned OWNERS 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, operation, laying and relaying over, across, and along the public streets shown on said plat, and over, across and along all strips of land included within the easements shown thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat, and to any 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.

### PROTECTIVE COVENANTS AND RESTRICTIONS

- Overhead pole lines for the supply of electric service and telephone service may be located along the easements as required. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines may be located underground, in the easementways reserved for general utility purposes and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easementways.
- Underground service cables to all structures which may be located on all lots 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 structures as may be located upon each said lot; provided that upon the installation of such a service cable to a particular structure, the supplier of electric service or telephone 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 structure.
- The supplier of electric service or telephone service, through its proper agents and employees, shall at all times have right of access to all such easementways 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 facilities so installed by it.
- The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.
- The foregoing covenants shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

NEELY W. KIMBROUGH  
EUGENE T. McQUEARY  
NORMA L. McQUEARY  
NOTARY PUBLIC

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.  
Before me, the undersigned, a NOTARY PUBLIC in and for said County and State, on this 23rd day of September, 1976, personally appeared NEELY W. KIMBROUGH, and EUGENE T. McQUEARY and NORMA L. McQUEARY, husband and wife, to me known to be the identical persons who executed the foregoing instrument 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.  
Denise E. Harris  
NOTARY PUBLIC

My Commission Expires: 11-1-77

### CERTIFICATE OF SURVEY

We, K. N. COX & ASSOCIATES, ENGINEERS of Tulsa, Oklahoma, hereby certify that we have, at the instance of the OWNERS designated above, made the above described survey, and that the accompanying plat is a true and correct representation of said survey.  
Signed and sealed this 22nd day of Sept 1976.

K. N. COX & ASSOCIATES, ENGINEERS  
By: K. N. Cox, Registered Land Surveyor

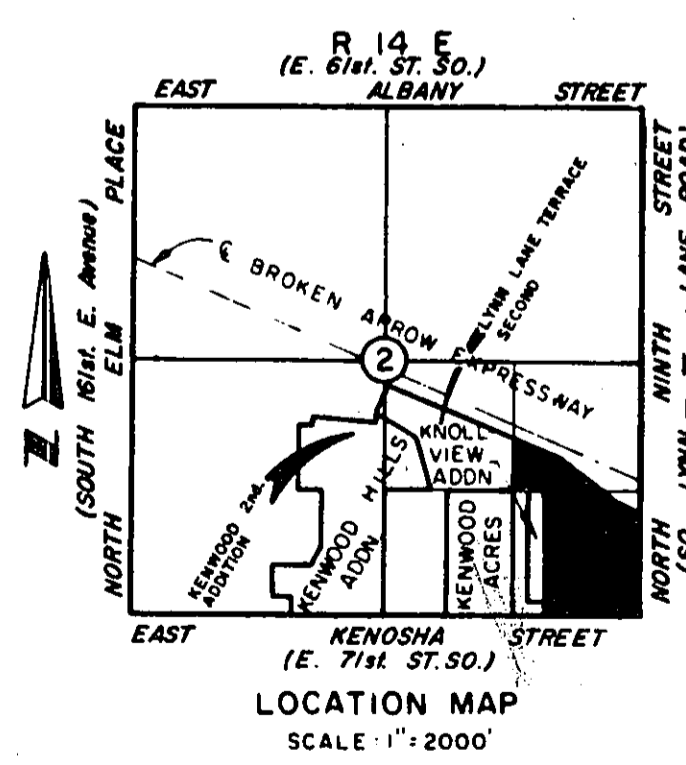
STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.  
Before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, on this 22nd day of September, 1976, personally appeared K. N. COX, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of K. N. COX & ASSOCIATES, ENGINEERS, for the uses and purposes therein set forth.

Denise E. Harris  
NOTARY PUBLIC

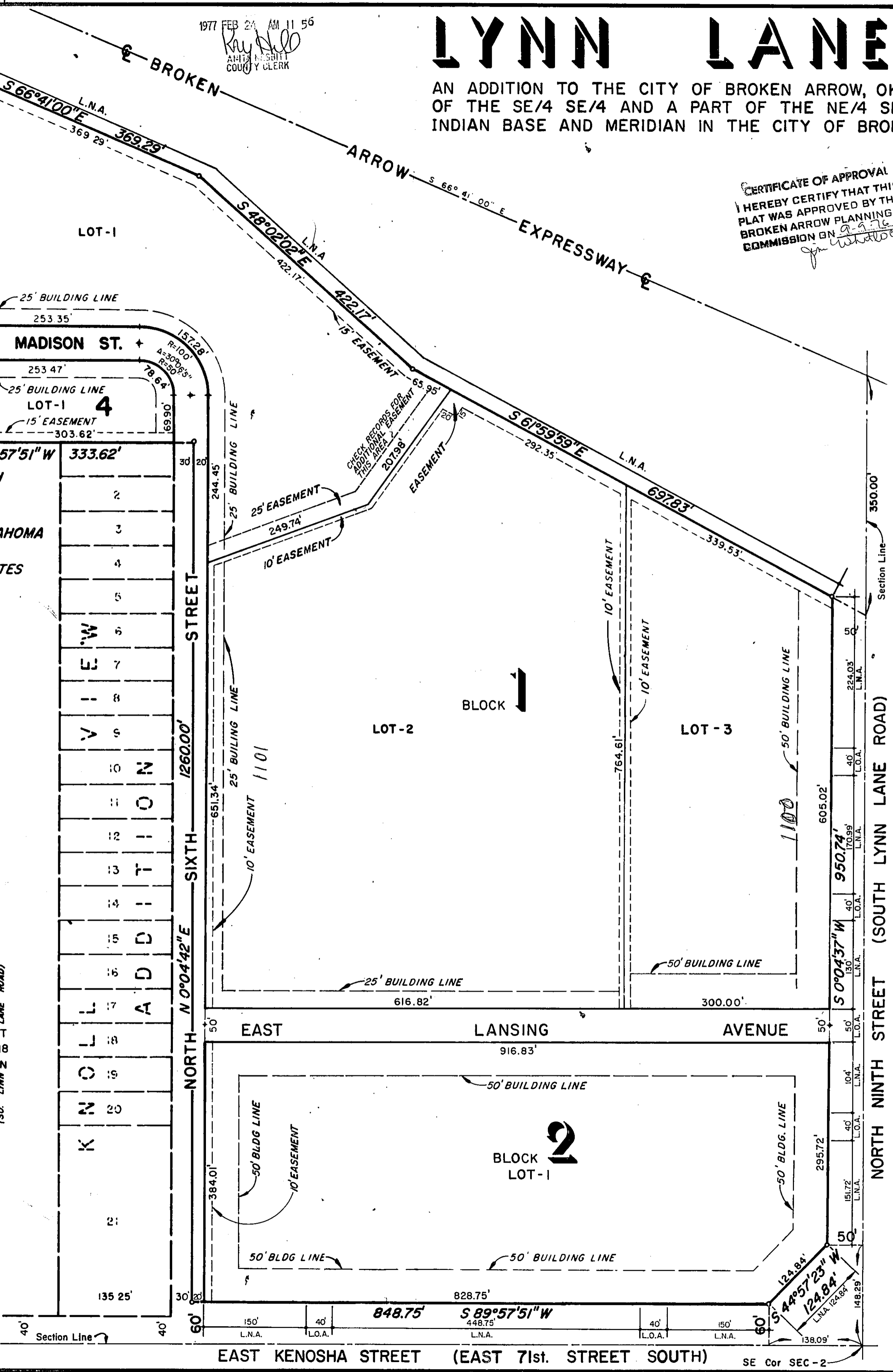
My Commission Expires: March 26, 1977

STATE OF OKLAHOMA ) ss.  
COUNTY OF TULSA )  
I, Anita Nebbitt, County Clerk, in and for the County of Tulsa above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.  
Dated the 24 day of Feb 1977  
ANITA NEBBITT, County Clerk  
Judy Blanton  
Deputy

SCALE: 1"=100'



L.N.A. = Limit of No Access  
L.O.A. = Limit of Access  
♦ = Survey Monument



EAST KENOSHA STREET (EAST 71st STREET SOUTH) SE Cor SEC-2