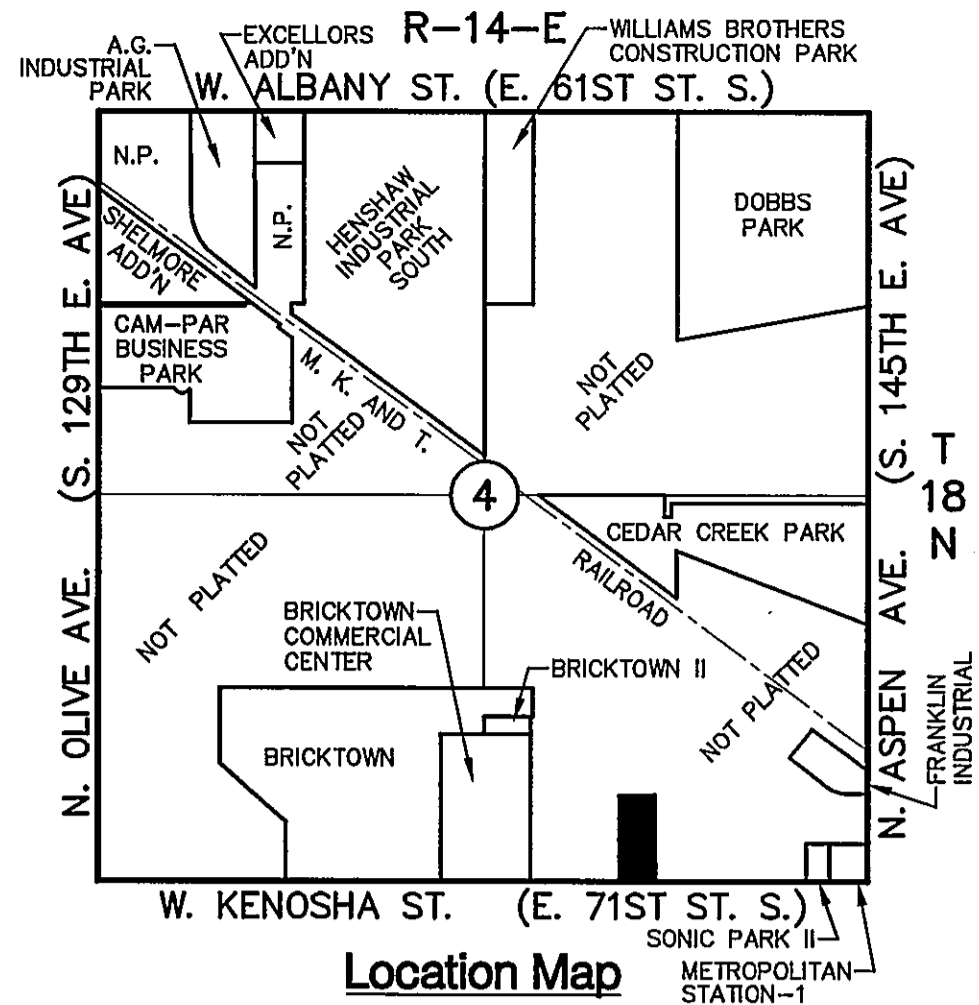


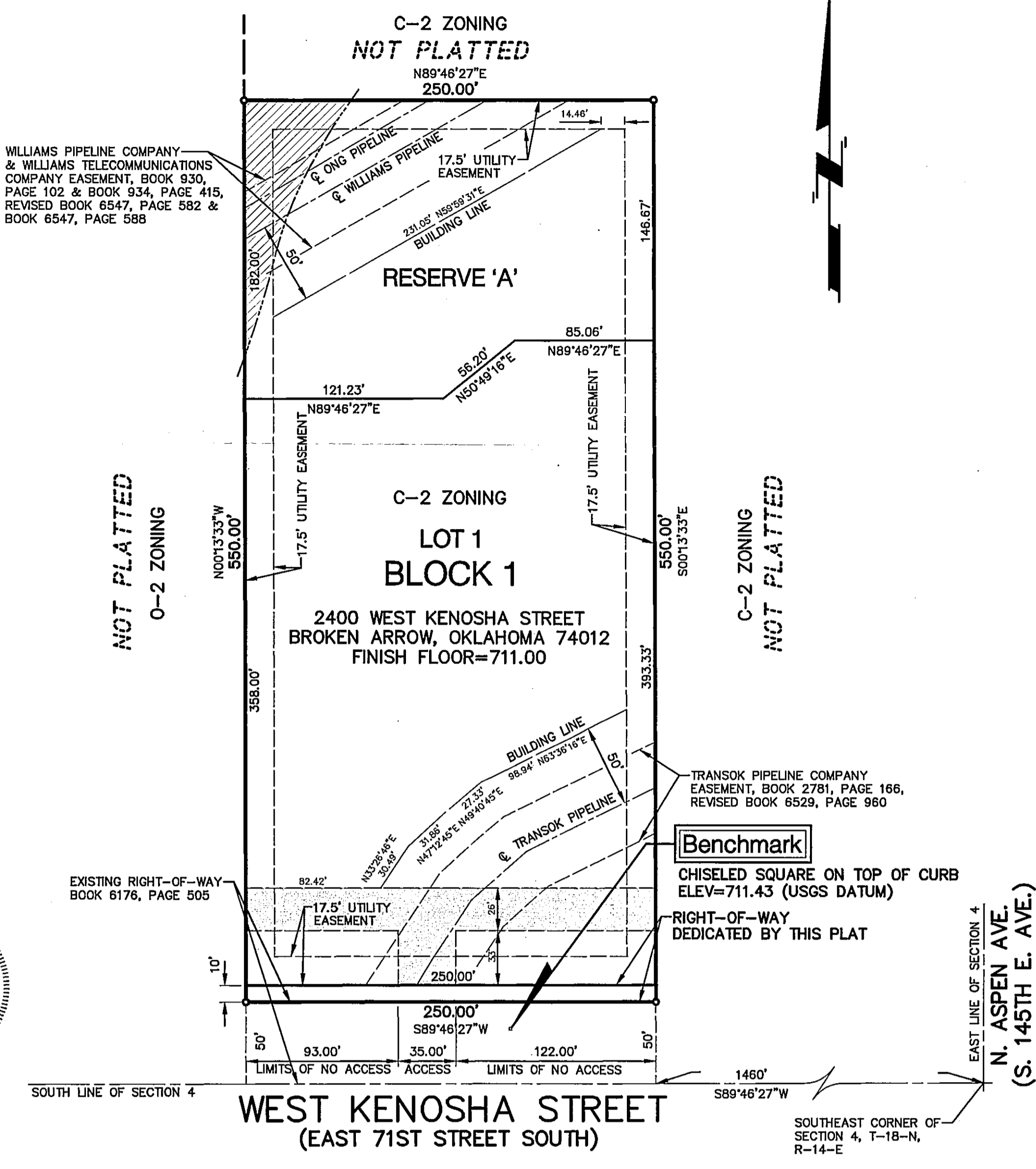
# ALDI CENTER

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



**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 \$ 2505.00 per trust receipt no. 2231 to be applied to 2001 taxes.  
This certificate is NOT to be construed as payment of 2001 taxes in full but is given in order that this plat may be filed for recording. Taxes may exceed the amount of the security deposit.  
Dated \_\_\_\_\_  
By *Earlene Wilson*  
Tulsa County Clerk

**PLAT NUMBER**  
**5550**  
APPROVED \_\_\_\_\_ by the City Council of the City of Broken Arrow, Oklahoma  
Mayor  
Attest: City Clerk



**Legend**  
C = CENTERLINE  
ONG = OKLAHOMA NATURAL GAS COMPANY  
= MUTUAL ACCESS EASEMENT  
= 100 YEAR FIRM ZONE AE FROM MAP NUMBER 40143C0530H PANEL 530 OF 725 REVISED TO REFLECT LOMR DATED SEPTEMBER 8, 1999

STATE OF OKLAHOMA } ss  
COUNTY OF TULSA }  
I, Earlene Wilson, Tulsa 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 like instrument now on file in my office.  
Dated the 19th day of July 2001  
EARLENE WILSON, Tulsa County Clerk  
*Earlene Wilson*  
Deputy

**Owner**  
MRS. CAROLYN RIDGEWAY  
2475 EAST 22ND STREET SOUTH  
TULSA, OKLAHOMA 74114  
PHONE: (918) 749-2679

**Engineer / Surveyor**  
SACK AND ASSOCIATES, INC.  
SANTA FE DEPOT  
111 SOUTH ELGIN AVENUE  
TULSA, OKLAHOMA 74120-1816  
PHONE: (918) 592-4111  
C.A. No. 1783 (EXP. JUNE 30, 2003)

**Subdivision Statistics**  
SUBDIVISION CONTAINS 1 LOT IN 1 BLOCK AND RESERVE 'A'  
LOT 1 CONTAINS 2.1414 ACRES  
RESERVE 'A' CONTAINS 0.9578 ACRES

**Basis of Bearings**  
THE BEARINGS SHOWN HEREON ARE BASED ON THE RECORDED PLAT OF SONIC PARK II, PLAT NUMBER 5291.

**Monumentation**  
ALL CORNERS WERE SET USING A 3/8"x18" IRON PIN WITH A YELLOW CAP STAMPED 'SACK LS 1139'.

**Addresses**  
ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN LIEU OF THE LEGAL DESCRIPTION.

## Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

THAT CAROLYN D. RIDGEWAY, A SINGLE PERSON, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SE/4 OF SECTION 4, T-18-N, R-14-E, OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

STARTING AT THE SOUTHEAST CORNER OF THE SE/4 OF SAID SECTION 4; THENCE S 89°48'27" W ALONG THE SOUTHERLY LINE OF SAID SECTION 4 FOR 1400.00'; THENCE N 00°13'33" W FOR 50.00' TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND; THENCE S 89°48'27" W PARALLEL WITH AS MEASURED 50' PERPENDICULAR FROM SAID SOUTHERLY LINE FOR 250.00'; THENCE N 00°13'33" W FOR 550.00'; THENCE N 89°48'27" E PARALLEL WITH SAID SOUTHERLY LINE FOR 250.00'; THENCE S 00°13'33" E FOR 550.00' TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND.

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

**SECTION I. STREETS, EASEMENTS AND UTILITIES**

**A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS**

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND 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 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 AND TO AREAS OUTSIDE OF THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL RUN WITH THE POLLS, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS 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 DOES NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

**B. UTILITY SERVICE**

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE SOUTHERN BOUNDARY OF THE SUBDIVISION. ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS 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 EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION 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 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 AND EFFECTIVE 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 SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- 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 EASEMENTS 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 ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS 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 OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- 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, SANITARY SEWER, AND STORM SEWER SERVICE**

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON HIS LOT.
- WITHIN THE UTILITY EASEMENT AND STORM SEWER EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.

**D. GAS SERVICE**

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
- 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.

**E. SURFACE DRAINAGE**

EACH LOT 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 E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

**F. RESERVE "A" - STORMWATER DETENTION**

- THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA FOR PUBLIC USE, SUBJECT TO EASEMENTS OF RECORD, THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE "A" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE LOT WITHIN "ALDI CENTER" AND FROM PROPERTIES NOT INCLUDED WITHIN "ALDI CENTER".
- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE "A" SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER OR ITS SUCCESSOR IN TITLE TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. SAID DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OR ITS SUCCESSOR IN TITLE IN ACCORDANCE TO THE FOLLOWING STANDARDS:
  - GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF LESS THAN FOUR WEEKS.
  - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
  - AREA WITHIN EASEMENTS SHALL BE KEPT FREE OF DEBRIS.
- IN THE EVENT THE OWNER OR ITS SUCCESSOR IN TITLE SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OR ITS SUCCESSOR IN TITLE. IN THE EVENT THE OWNER OR ITS SUCCESSOR IN TITLE 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 WITHIN "ALDI CENTER", PROVIDED HOWEVER, THE LIEN AGAINST THE LOT SHALL NOT EXCEED THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

**G. LIMITS OF NO ACCESS**

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST KENOSHA STREET WITHIN THE BOUNDS DESIGNATED AS "LINA" OR "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS 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 INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE 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.

**SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

**A. ENFORCEMENT**

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, HER HEIRS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I., STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED THE COVENANTS WITHIN SECTION I., SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNER, OR HER HEIRS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I., THE SUPPLIER OF UTILITY SERVICE OR THE CITY OF BROKEN ARROW, OKLAHOMA MAY BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

**B. DURATION**

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

**C. AMENDMENT**

THE COVENANTS CONTAINED WITHIN SECTION I., STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE AFFECTED LOT OR PARCEL AND BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

**D. SEVERABILITY**

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF CAROLYN D. RIDGEWAY, A SINGLE PERSON, HAS EXECUTED THIS INSTRUMENT THE 18TH DAY OF JULY, 2001.

CAROLYN D. RIDGEWAY, A SINGLE PERSON  
*Carolyn D. Ridgeway*  
CAROLYN D. RIDGEWAY

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18TH DAY OF JULY, 2001, BY CAROLYN D. RIDGEWAY.

AUGUST 26, 2001  
MY COMMISSION EXPIRES \_\_\_\_\_  
*Thad W. Richardson*  
NOTARY PUBLIC

**Certificate of Survey**

I, THEODORE A. SACK OF SACK AND ASSOCIATES, INC., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "ALDI CENTER", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS 18TH DAY OF JULY, 2001.

*Theodore A. Sack*  
THEODORE A. SACK  
REGISTERED PROFESSIONAL LAND SURVEYOR, OKLAHOMA NO. 1139

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS 18TH DAY OF JULY, 2001, BY THEODORE A. SACK.

AUGUST 26, 2001  
MY COMMISSION EXPIRES \_\_\_\_\_  
*Thad W. Richardson*  
NOTARY PUBLIC

APPROVED 5-21-01 by the City Council of the City of Broken Arrow, Oklahoma.  
James C. Reynolds  
Mayor  
*Brandi Ray*  
Attest: City Clerk 7-18-01

*Lloyd W. Richardson*  
NOTARY PUBLIC  
TULSA COUNTY, OKLAHOMA