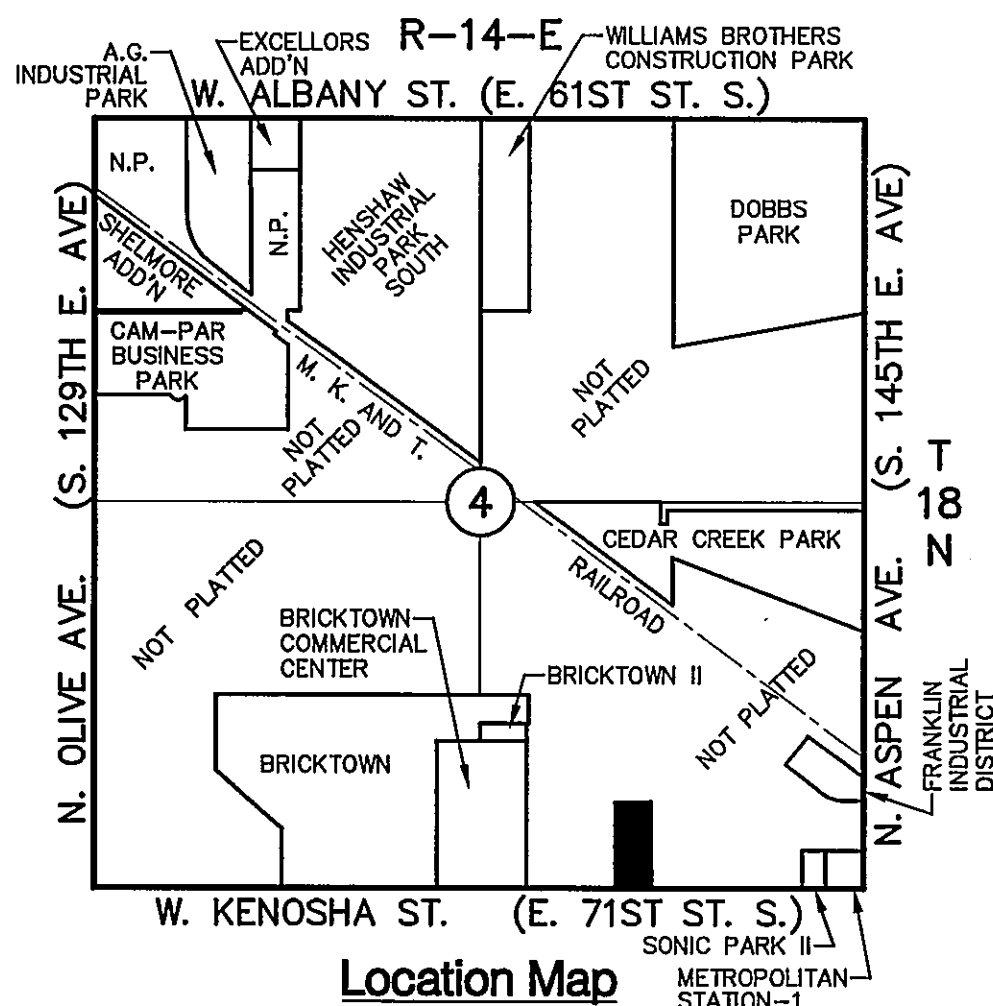


ALDI CENTER

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

60 0 60 120
SCALE IN FEET



Location Map

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.

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 20 01 taxes.

This certificate is NOT to be construed as payment of 20 01 taxes in full
but is given in order that this plat may be filed against the 20 01 taxes
may exceed the amount of the security deposit.

Dated

By

Depu

County Clerk

Seal

Seal

Seal

Seal

PLAT NUMBER

5550

APPROVED by the City
Council of the City of Broken Arrow,
Oklahoma

Mayor

Attest: City Clerk

Legend

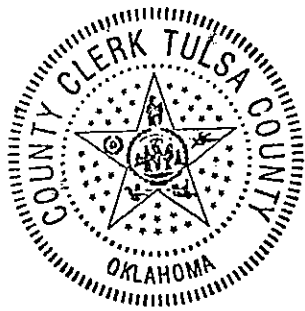
- C = CENTERLINE
- ONG = OKLAHOMA NATURAL GAS COMPANY
- = MUTUAL ACCESS EASEMENT
- = 100 YEAR FIRM ZONE AE FROM
MAP NUMBER 40143C0530H PANEL
530 OF 725 REVISED TO REFLECT
LOMR DATED SEPTEMBER 8, 1999

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 10th day of July, 2001
EARLENE WILSON, Tulsa County Clerk

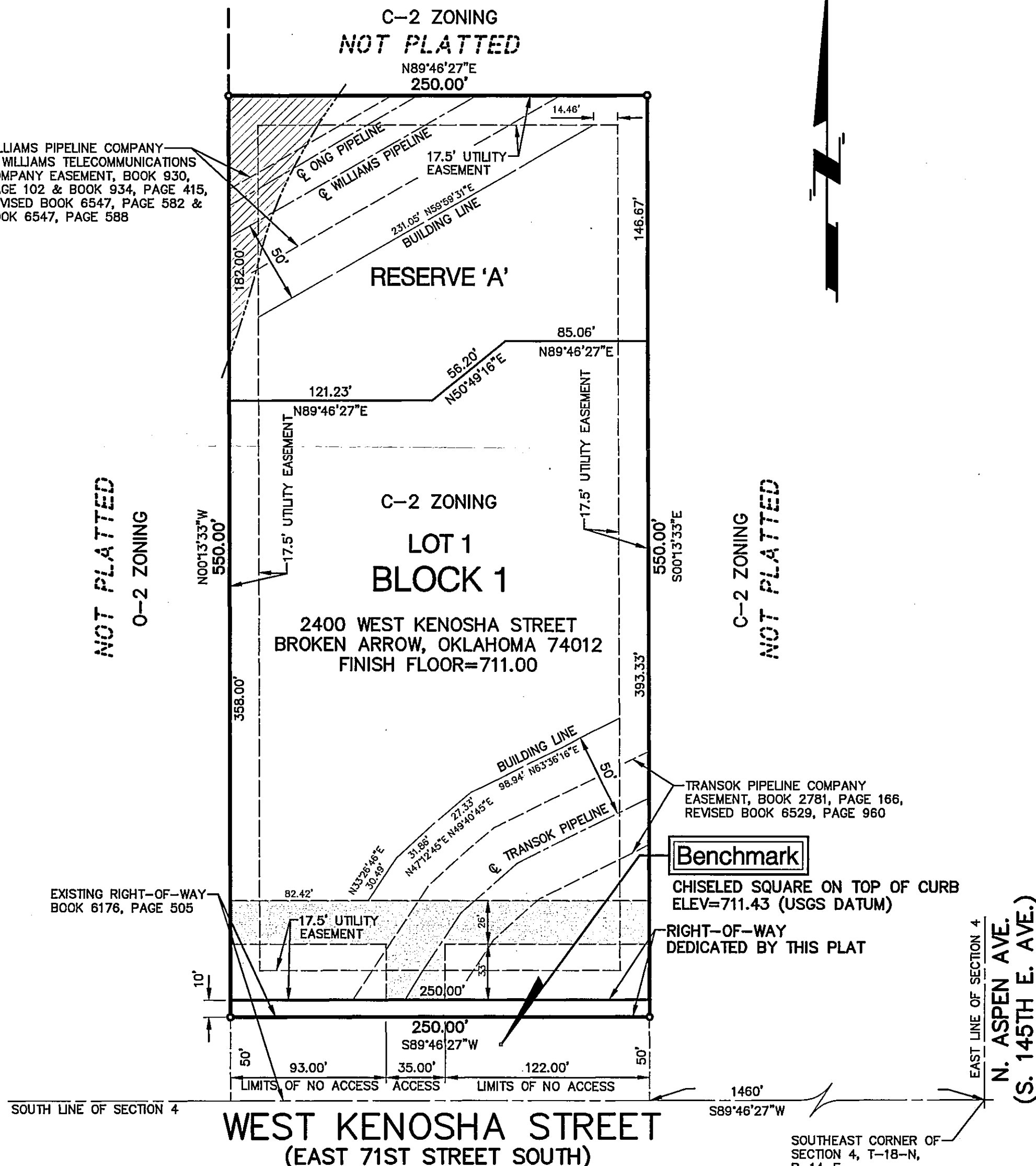
Deputy



WILLIAMS PIPELINE COMPANY
& WILLIAMS TELECOMMUNICATIONS
COMPANY EASEMENT, BOOK 930,
PAGE 102 & BOOK 934, PAGE 415,
REVISED BOOK 6547, PAGE 582 &
BOOK 6547, PAGE 588

NOT PLATTED
O-2 ZONING

NOT PLATTED
O-2 ZONING



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°46'27" 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°46'27" 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°46'27" 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 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 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.

- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL
BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER
MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER
SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED
OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR
CONTRACTORS.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL
AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS
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, SANITARY SEWER, OR STORM SEWER
FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL
BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS
SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND
HEREBY.

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, A LIEN ESTABLISHED AS ABOVE
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 "LNA" 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 ON 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

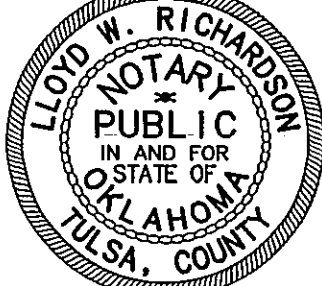
STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

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

AUGUST 26, 2001

MY COMMISSION EXPIRES

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

Notary Public



DATE SIGNED: 7-18-01

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

