

PRELIMIN

SUBDIVISION CONTAINS:

ONE (1) LOT ONE (1) BLOCK

GROSS SUBDIVISI

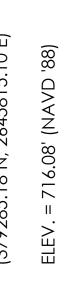
LOT 1, BLOCK 1, DONATO ADDITION, A SUBDIVISIOI NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (W/2 TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) E AN ADDITION IN THE CITY OF BROKEN ARROW, WAG

3. 225TH E. AVE.

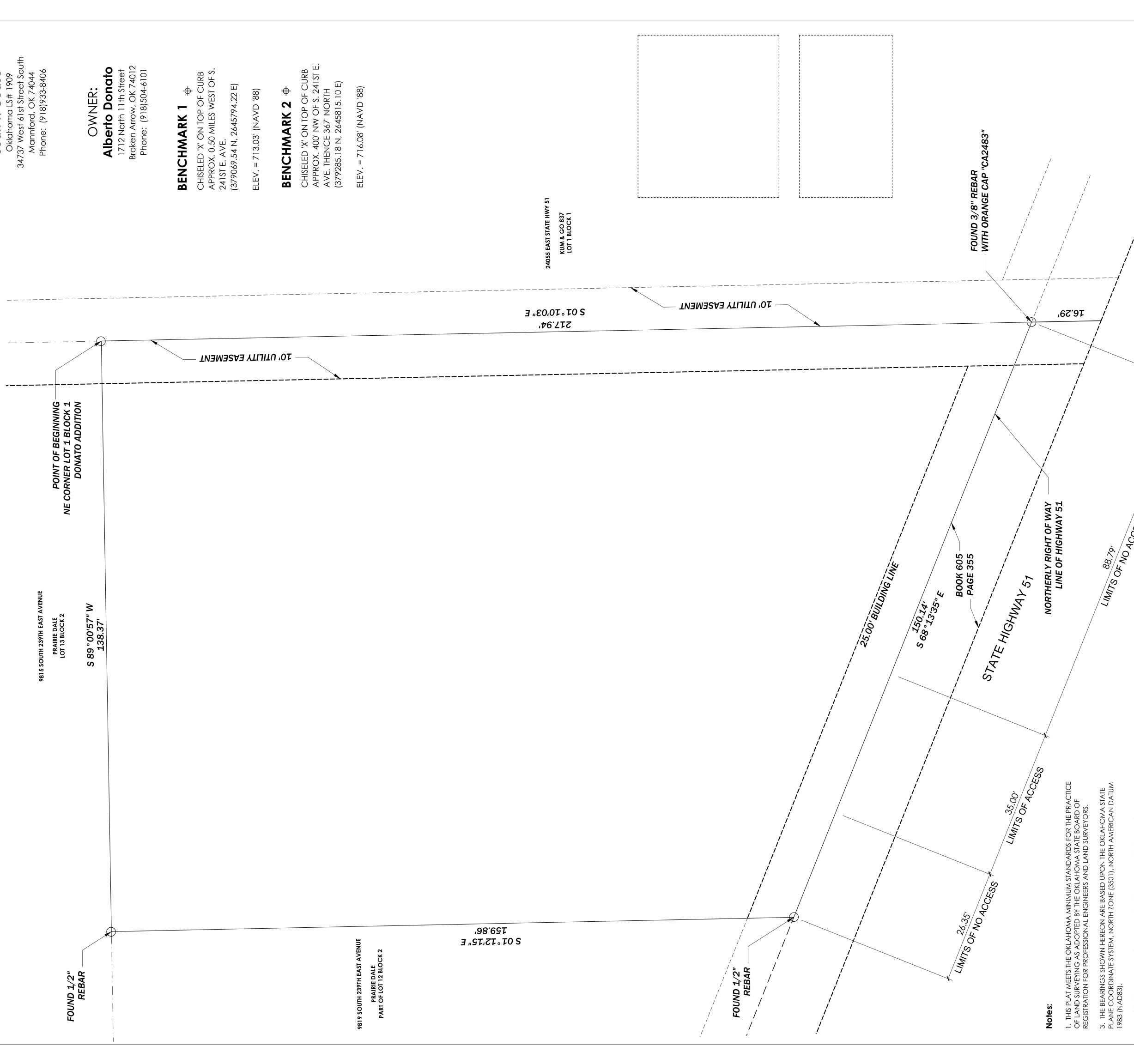
S 89°00'57" W 138.37'

9815 SOUTH 239TH EAST A PRAIRIE DALE LOT 13 BLOCK 2

10' UTILITY EASEMENT



728'86' 2 07°12'15" E



POB - POINT OF BEGINNING POC - POINT OF COMMENCEN NTS - NOT TO SCALE UNP - UNPLATTED

6. SURVEYOR HAS EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA AND UNINCORPORATED AREAS, MAP 40145C0115J, EFFECTIVE DATE SEPTEMBER 30, 2016 WHICH SHOWS THE PROPERTY DESCRIBED HEREON IS LOCATED INSIDE ZONE X (NOT SHADED).

LEGEND:

. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST STATE HIGHWAY 51. IGHT-OF-WAY WAS PREVIOUSLY DEDICATED PER WAGONER COUNTY PLAT PRAIRIE DALE" (BOOK & PAGE 27).

5. ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. AN ADDRESS IS SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF A LEGAL DESCRIPTION.

# PRELIMINARY PLAT DONATO

LOT 1, BLOCK 1, DONATO ADDITION, A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (W/2 NE/4 SE/4) OF SECTION TWENTY-ONE (21) TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, AN ADDITION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

#### DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT ALBERTO DONATO AGREDANO AND MARIA DOLERS DONATO, HEREINAFTER REFERRED TO AS THE "OWNER" AND/OR "DECLARANT," IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

LOT ONE (1), BLOCK ONE (1), DONATO, A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (W/2 NE/4 SE/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, AN ADDITION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT THE SOUTHEAST CORNER OF LOT THIRTEEN (13) BLOCK TWO (2) PRAIRIE DALE ADDITION, THENCE WEST ALONG THE NORTH LINE OF SAID LOT ONE (1) A DISTANCE OF 138.37 FEET, THENCE SOUTH TO THE NORTH LINE OF OKLAHOMA STATE HIGHWAY 51 RIGHT OF WAY AS DESCRIBED IN BOOK 605 ON PAGE 355 OF RECORDS OF COUNTY CLERK OF WAGONER COUNTY, THENCE SOUTH EASTERLY ALONG SAID NORTH RIGHT OF WAY TO THE EAST LINE OF SAID LOT, THENCE NORTH ALONG EAST LINE OF SAID LOT TO THE NE CORNER OF SAID LOT AND THE POINT OF BEGINNING.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO ONE LOT AND ONE BLOCK IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY ("THE PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "DONATO ," A SUBDIVISION WITHIN CITY OF BROKEN ARROW. OKLAHOMA ("SUBDIVISION"). THE OWNER HEREBY SUBJECTS THE LAND DESCRIBED ABOVE TO THE PROVISIONS, COVENANTS, AND RESTRICTIONS SET FORTH HEREIN WHICH SHALL RUN WITH THE LAND AND BE BINDING ON EVERY LOT AND EVERY OWNER THEREOF FOR THE PERIOD AS HEREAFTER DEFINED.

#### SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

#### UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS. PROVIDED HOWEVER. THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATERLINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS. LANDSCAPING. SCREENING FENCES AND WALLS. AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

- WATER, SANITARY SEWER, AND STORM SEWER SERVICE
- EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT.
- 2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET 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 MAY INTERFERE WITH PUBLIC WATER, SANITARY SEWER MAIN, OR STORM SEWERS. SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS. IF THE GROUND ELEVATIONS ARE ALTERED BY THE LOT OWNER FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR, AT ITS ELECTION, THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE AFFECTED UTILITY PROVIDER, MAY MAKE THE NECESSARY ADJUSTMENT AT SUCH OWNER'S EXPENSE.
- WAGONER COUNTY RURAL WATER DISTRICT #4, AND THE CITY OF BROKEN ARROW, OKLAHOMA, OR THEIR RESPECTIVE SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER, SANITARY SEWER. AND STORM SEWER FACILITIES.
- 4. WAGONER COUNTY RURAL WATER DISTRICT #4, AND THE CITY OF BROKEN ARROW, OKLAHOMA, OR THEIR RESPECTIVE SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE 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 SUBSECTION B. SHALL BE ENFORCEABLE BY WAGONER COUNTY RURAL WATER DISTRICT #4, AND THE CITY OF BROKEN ARROW, OKLAHOMA, OR THEIR RESPECTIVE SUCCESSORS, AND EACH LOT AND AGREES TO BE BOUND HEREBY.
- UNDERGROUND SERVICE
- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE RIGHTS-OF-WAY OF EAST STATE HIGHWAY 51 AND WITHIN THE PERIMETER UTILITY EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS 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 THE UTILITY EASEMENTS.

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, TERMINATING AT THE PLANE FORMED BY THE EXTERIOR WALL OF THE STRUCTURE.

- 3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY 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, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- 4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES. BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC. COMMUNICATION, OR GAS SERVICE AND EACH LOT OWNER AGREES TO BE BOUND HEREBY
- PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF WAGONER COUNTY, THE CITY OF BROKEN ARROW, OR THE SUPPLIER OF UTILITY SERVICES IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT; PROVIDED, HOWEVER, THAT WAGONER COUNTY, THE CITY OF BROKEN ARROW OR THE SUPPLIER OF THE UTILITY SERVICE. SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

#### E. 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 OWNER AND 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 FORGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" ("LNA") SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY

## SECTION II. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

## A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW. THE OWNER, AND ANY OWNER OF A LOT WITHIN THE SUBDIVISION. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED HEREIN, A PARTY MAY SEEK ALL APPROPRIATE REMEDIES AT LAW. INCLUDING INJUNCTIVE RELIEF, TO ENFORCE THE COVENANTS SET FORTH HEREIN

## B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS AND PERSONS CLAIMING UNDER THEM WITHIN THE SUBDIVISION UNTIL JANUARY 1, 2040, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREIN.

## C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER, SO LONG AS THE OWNER OWNS AT LEAST ONE (1) LOT WITHIN THE SUBDIVISION, AND APPROVED BY THE CITY OF BROKEN ARROW. EXCEPT FOR SECTION I. AS STATED ABOVE, THE OWNER, SO LONG AS THE OWNER OWNS AT LEAST ONE (1) LOT WITHIN THE SUBDIVISION, MAY SUPPLEMENT, AMEND, OR TERMINATE ANY OF THESE COVENANTS STATED HEREIN AT, ANY TIME, IN WHOLE OR IN PART, BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING, AMENDING, OR TERMINATING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE COUNTY CLERK.

## D. SEVERABILITY

INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY ANY COURT OR OTHERWISE. SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS HEREIN.

#### OWNER'S CERTIFICATE

THE UNDERSIGNED DOES HEREBY CERTIFY THAT I AM THE OWNER OF AND THE ONLY PERSON HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE PLAT OF "DONATO" AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH MY CONSENT, AND THAT THE EASEMENTS AS SHOWN ON THE PLAT ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; THAT I HEREBY GUARANTEE A CLEAR TITLE TO ALL LANDS SO DEDICATED FROM MYSELF, MY HEIRS, AND ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE TITLE ABSTRACTER'S CERTIFICATE.

IN WITNESS WHEREOF, ALBERTO DONATO AGREDANO AND MARIA DOLRES DONATO BEING THE OWNER OF "DONATO," HAS APPROVED THE FOREGOING DEED OF DEDICATION AND FURTHER HAS EXECUTED THIS INSTRUMENT ON THIS DAY OF , 20

ALBERTO DONATO AGREDANO AND MARIA DOLORES DONATO MANAGER
BY
TITLE

#### **ACKNOWLEDGMEN**

STATE OF	)
	) SS
COUNTY OF	)

ON THIS DAY OF , 20 , BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE AFORESAID COUNTY AND STATE, DULY COMMISSIONED AND ACTING, APPEARED TO ME PERSONALLY WELL KNOWN AS, OR PROVEN TO BE, THE PERSON WHOSE NAME APPEARS UPON THE WITHIN AND FOREGOING DOCUMENT AND STATED THAT HE/SHE WAS THE , AND WAS DULY AUTHORIZED TO EXECUTE THE FOREGOING CONVEYANCE FOR AND ON ITS BEHALF, AND HE/SHE RESPECTIVELY ACKNOWLEDGED TO ME THAT HE/SHE HAD EXECUTED THE SAME FOR THE CONSIDERATION AND PURPOSES THEREIN MENTIONED AND SET FORTH AND I DO SO CERTIFY.

IN TESTIMONY WHEREOF. I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AS SUCH NOTARY PUBLIC AT THE COUNTY AND STATE AFORESAID ON THIS \_\_\_\_\_ DAY OF \_\_\_\_

## **NOTARY PUBLIC**

MY COMMISSION EXPIRES

# **CERTIFICATE OF SURVEY**

I, SEAN T. CEASE, A LICENSED 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 "DONATO". A SUBDIVISION WITHIN WAGONER COUNTY. STATE OF OKLAHOMA, 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.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

BY:	
	SEAN T. CEASE,
	LICENSED PROFESSIONAL LAND SURVEYOR
	OKLAHOMA NO. 1909

STATE OF OKLAHOMA ) SS COUNTY OF TULSA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY OF , 20 , PERSONALLY APPEARED SEAN T. CEASE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES

**DONATO**