



Tulsa Metropolitan Area  
Planning Commission

Case : Blue Anchor

Hearing Date: May 16, 2018

Case Report Prepared by:

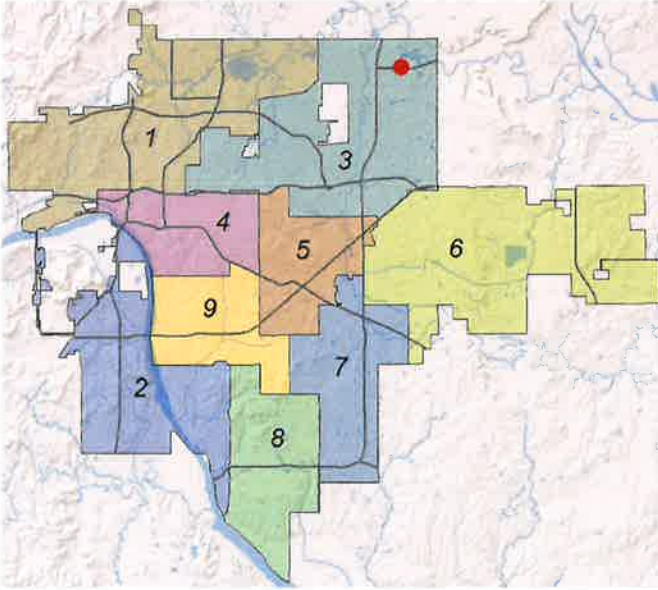
Nathan Foster

Owner and Applicant Information:

*Applicant:* Wallace Engineering

*Owner:* Anchor Stone Co.

Location Map:  
(Shown with City Council districts)



Applicant Proposal:

Final Plat

1 lot, 1 block, 1.5 ± acres

*Location:* West of the northwest corner of East 46<sup>th</sup> Street North and North 129<sup>th</sup> East Avenue

Zoning: IH (Industrial – High)

Staff Recommendation:

Staff recommends **approval** of the final plat

City Council District: 3

*Councilor Name:* David Patrick

County Commission District: 1

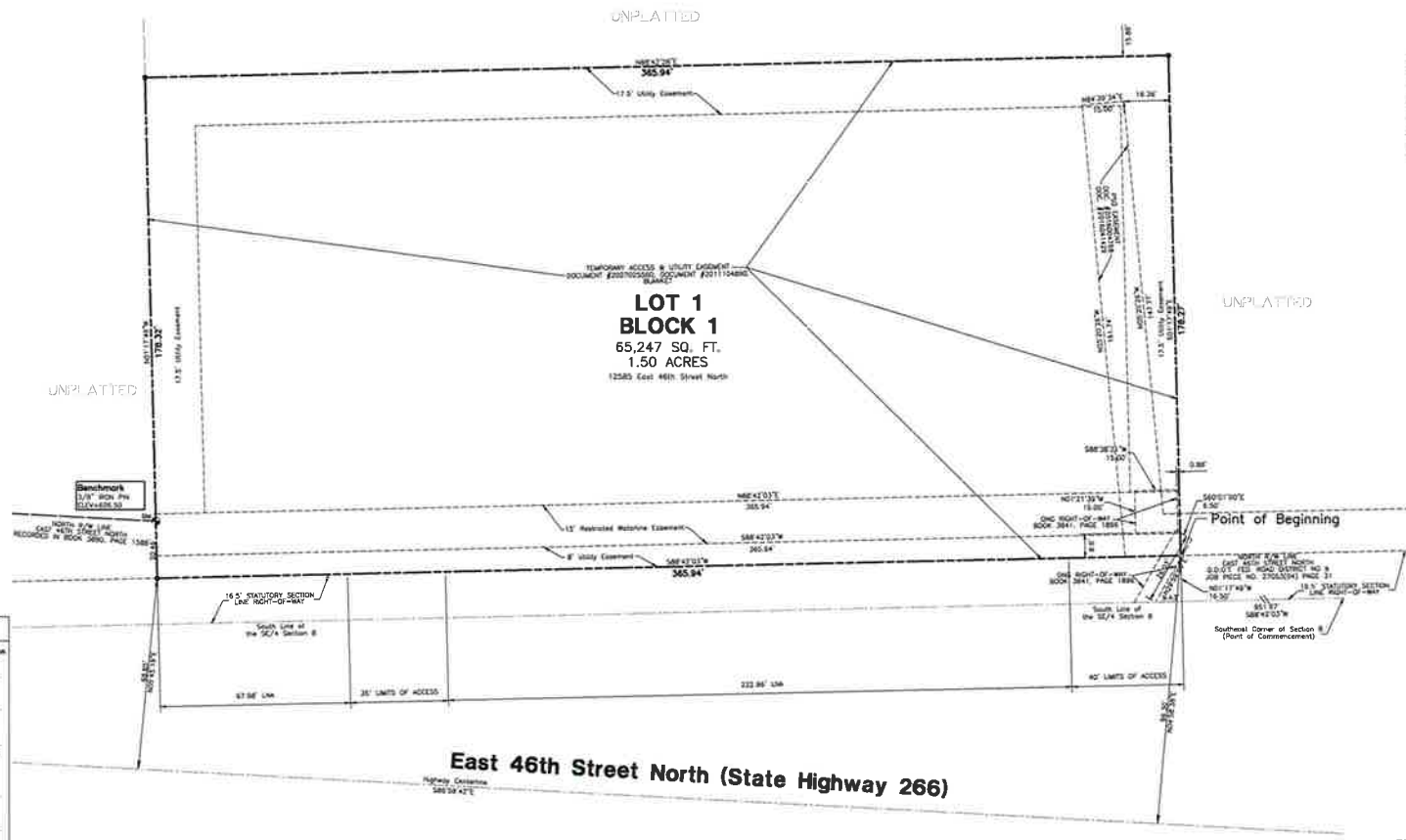
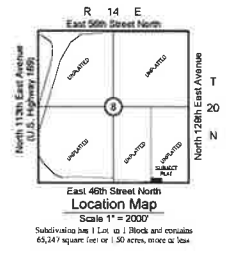
*Commissioner Name:* Mike Craddock

EXHIBITS: Final Plat

# Blue Anchor

Draft Final Plat

A Subdivision in the E/2 of the SE/4 in Section 8, T-20-N, R-14-E, of the Indian Base & Meridian,  
City of Tulsa, Tulsa County, State of Oklahoma.



**LOT 1  
BLOCK 1**  
65,247 SQ. FT.  
1.50 ACRES  
12280 East 46th Street North

FINAL PLAT ENDORSEMENT OF APPROVAL	
Tulsa Metropolitan Area Planning Commission	
Approval Date:	
	TMAPC/INCOG
	CITY ENGINEER
Council of the City of Tulsa, Oklahoma	
Approval Date:	
	CHAIRMAN
	MAYOR
	ATTEST: CITY CLERK
	CITY ATTORNEY
The approval of this final plat will require your vote upon the date set for election approved by the Board in the Office of the County Clerk before that date.	

**OWNER**  
**ANCHOR STONE CO.**  
4424 S. WOODS DR. #111, J01  
TULSA, OK 74105  
(918) 293-3922  
tom@anchorstone.com

**SURVEYOR**  
**BENNETT SURVEYING, INC.**  
P.O. BOX 848  
COWARTON, OK 74127  
PHONE: (918) 476-7484  
FAX: (918) 476-7483  
OKLAHOMA CA #1407  
EXPIRES JUNE 30, 2018  
bsb@bennettsurveying.com

**ENGINEER**  
**WALLACE ENGINEERING  
STRUCTURAL CONSULTANTS, INC.**  
200 EAST MATHEW BRADY STREET  
TULSA, OK 74103  
PHONE: (918) 388-5308  
OKLAHOMA CA #1485  
EXPIRES JUNE 30, 2019  
cowa@wallaceinc.com

**BASIS OF BEARING**  
THE BEARING BASE FOR THIS SURVEY IS BASED ON THE SOUTH LINE OF THE SE/4 OF SECTION 8, T-20-N, R-14-E.

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE 1601 NORTH AMERICAN DATUM (NAD83) FEET OF SURVEY FEET BEING THE UNITS USED.

**MONUMENTATION**  
○ DENOTES A 1/2" DIA. 1/8" IRON PIN  
● DENOTES A SET 3/8" IRON PIN WITH CAP "CA 4502"

**LEGEND**  
BM - BENCHMARK  
LMA - LIMITS OF NO ACCESS  
--- PROPERTY LINE

**ADDRESS DISCLAIMER NOTE:**  
ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AS OF THE DATE THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

Nathan Foster  
2018.03.06  
13:39:22  
-06'00'



**BLUE ANCHOR**  
SHEET 1 OF 2

Date of Preparation: January 2, 2018

8.2

# Blue Anchor

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS

**AND ALL MEN BY THESE PRESENTS**

ANCHOR STONE CO., AN OKLAHOMA CORPORATION (THE "OWNER"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS IN THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 S/4) OF SECTION 08H, TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST OF THE TULSA BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE LAST CONVEYANCE SURVEY THEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION EIGHT (8); THENCE S88°42'03"W AND ALONG THE SOUTH LINE OF SAID SECTION EIGHT FOR A DISTANCE OF 351.87 FEET; THENCE N01°17'49"W FOR A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE S88°42'03"W FOR A DISTANCE OF 363.84 FEET; THENCE N01°17'49"W FOR A DISTANCE OF 178.32 FEET; THENCE N88°42'28"E FOR A DISTANCE OF 363.84 FEET; THENCE S01°17'49"E A DISTANCE OF 178.32 FEET TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATED AND SUBDIVIDED INTO (1) LOT 1 BLOCK 1 IN CONFORMANCE WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "P.L.A."), AND HAS ENTIRED AND DESIGNATED THE SUBDIVISION AS "BLUE ANCHOR" A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION").

**SECTION 1. EASEMENTS AND UTILITIES**

**A. UTILITY EASEMENTS**

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED ON THE ACCOMPANYING PLAT AS "U/L" OR "R/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, TELEPHONE AND COMMUNICATION LINES (INCLUDING POWER LINES AND TRANSFORMERS), GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS INCLUDING THE FITTINGS, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SAID FACILITIES AND ANY OTHER APPURTENANCES HERETO, WITH THE RIGHTS OF ACCESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES REFERENCED, PROVIDED, HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR, REPLACE AND REPAIR WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHTS OF ACCESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, RELAYING AND REPAIRING 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. THE OWNER HEREBY WISES A RESTRICTION ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT, BY THE CITY OF TULSA, 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 THAT INTERFERES WITH THE ABOVE SAID USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, TRILLED, INSTALLED OR MAINTAINED, PROVIDED, HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PREVENT DRIVES, PARKING AREAS, CURBS, LANDSCAPING, AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

**B. UTILITY SERVICES**

OVERHEAD LINES FOR THE SUPPLY OF ELECTRICITY, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PREFERRED EASEMENT OF THE SUBDIVISION ALONG EAST 44TH STREET, NORTH STREET, UCHI POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND CABLEWIRE THROUGHOUT THE SUBDIVISION, EXCEPT AS OTHERWISE PROVIDED BY ANY SEPARATE INSTRUMENT, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND, IN THE RIGHTS OF ANY OF THE PUBLIC STREETS AS SERVED UPON THE ACCOMPANYING PLAT, ADDITIONALLY, SERVICE POSTS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH GENERAL UTILITY EASEMENTS.

UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE SERVED FROM THE REQUIRED GAS MAIN SERVICE POSTS, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SAID SERVICE SHALL BE DEEMED TO HAVE A 30-FOOT-DEEP, PERMANENT AND NON-EXCLUSIVE EASEMENT ON THE LOT SERVING AS A 2 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN SERVICE POSTS, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY FACILITIES SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPLACING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR ACCESSATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.

THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

**C. WATER, SANITARY SEWER AND STORM SEWER SERVICE**

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THE PROPERTY IN THE SUBDIVISION.

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "RESTRICTED WATERLINE EASEMENT" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, AND/OR REPAIRING, REPLACING OR REPAIRING WATER LINES TOGETHER WITH ALL FITTINGS INCLUDING THE FITTINGS, VALVES, METERS AND EQUIPMENT AND OTHER APPURTENANCES HERETO TOGETHER WITH RIGHTS OF ACCESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES STATED.

WITHIN THE UTILITY EASEMENTS AND RESTRICTED WATERLINE EASEMENT DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTIGUOUS 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 TULSA, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS; BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR ACCESSATED BY ACTS OF THE LOT OWNER, OR ITS AGENTS AND OR CONTRACTORS.

THE CITY OF TULSA, OKLAHOMA OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY FACILITIES AND RESTRICTED WATERLINE EASEMENTS DEPICTED UPON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPLACING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

**D. GAS SERVICE**

THE SUPPLIER OF GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY FACILITIES SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REPLACING OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICES SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR ACCESSATED BY ACTS OF THE LOT OWNER OR HIS AGENTS OR CONTRACTORS.

THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

**E. SURFACE SHADOW**

THE LOT SHALL REMAIN AND DRAIN IN AN UNDISTURBED MANNER, THE SHORHLAIN FROM DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD INTERFERE WITH THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

**F. UTILITIES**

**G. PLANTING AND LANDSCAPING WITH EASEMENTS**

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PLANTING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS AREAS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

**H. LIMITS OF NO ACCESS**

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 44TH STREET, NORTH STREET, UCHI (STATE HIGHWAY 266) WITHIN THE BOUNDARIES DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING HERETO, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA.

**I. CERTIFICATE OF OCCUPANCY RESTRICTIONS**

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF TULSA, OKLAHOMA, UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SURROUND THE ISSUANCE, FURTHER NOTWITHSTANDING THIS, FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE, MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE OF BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR A TEMPORARY CERTIFICATE OF OCCUPANCY.

**J. SIDEWALKS**

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER ALONG STREETS SERVED BY THE CITY OF TULSA, OKLAHOMA, UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SURROUND THE ISSUANCE, FURTHER NOTWITHSTANDING THIS, FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE, MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE OF BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR A TEMPORARY CERTIFICATE OF OCCUPANCY.

**SECTION 2. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

**A. ENFORCEMENT**

THE RESTRICTIONS HEREBY SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ITS SUCCESSORS AND ASSIGNS IN FULL WITHIN THE PROVISIONS OF SECTION 1. EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS ARE PRESERVED, AND ADDITIONALLY THE COVENANTS WITHIN SECTION 1. EASEMENTS AND UTILITIES ARE SET FORTH SO SAID SAID HOUR TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE CITY OF TULSA, OKLAHOMA, SHALL ENJOY THE EQUIPARITY PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

**B. DURATION**

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE IN FULL FORCE AND EFFECT FOR A TERM OF NOT LESS THAN FIFTY (50) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

**C. AMENDMENT**

THESE COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF TULSA, OKLAHOMA, OR BY THE PROVISIONS OF ANY OTHER INSTRUMENT OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

**D. SEVERABILITY**

WAIVANCE OF ANY RESTRICTION SET FORTH HEREIN ON ANY PART THEREOF, BY AN ACTUAL JUDGMENT OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT ANNULL, ALTER OR AFFECT ANY OF THE OTHER RESTRICTIONS ON ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

ANCHOR STONE CO., AN OKLAHOMA CORPORATION  
BY: THOMAS J. SNYDER

\_\_\_\_\_  
PRESIDENT

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018, THOMAS J. SNYDER AS PRESIDENT OF ANCHOR STONE CO., AN OKLAHOMA CORPORATION.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION NUMBER: \_\_\_\_\_

**CERTIFICATE OF SURVEY**

I, R. W. BENNETT OF BENNETT SURVEYING INC., A MEMBERSHIP 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 DESCRIBED AS "BLUE ANCHOR" A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE CHEDULED DATE. I GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

BY: \_\_\_\_\_  
R. W. BENNETT  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF OKLAHOMA NO. 1556

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018, BY R. W. BENNETT AS HIS REGISTERED PROFESSIONAL LAND SURVEYOR.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION NUMBER: \_\_\_\_\_

8.3

