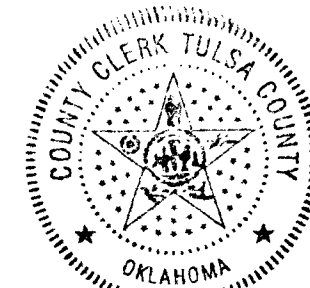


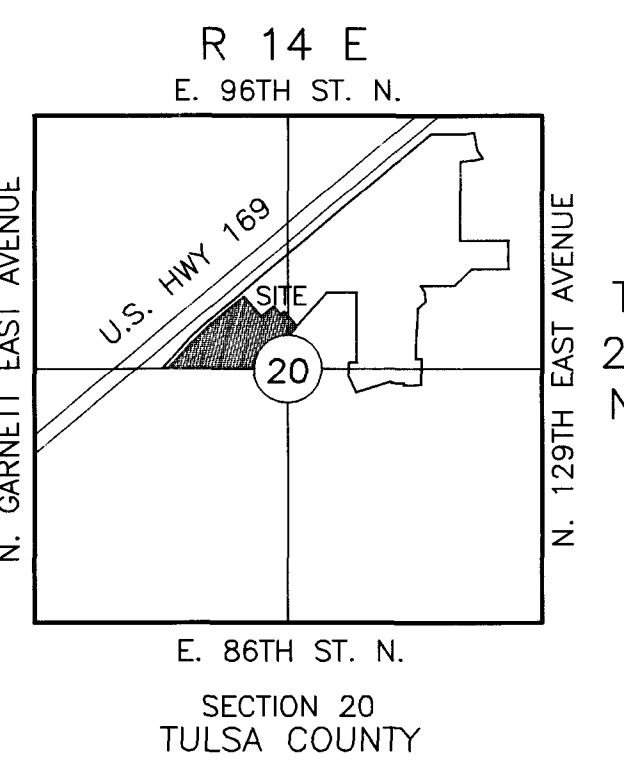


DEED OF DEDICATION

TYANN DEVELOPMENT CO., INC., AN OKLAHOMA CORPORATION (THE "DEVELOPER"), BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF OWASSO (THE "CITY"), TULSA COUNTY, OKLAHOMA:



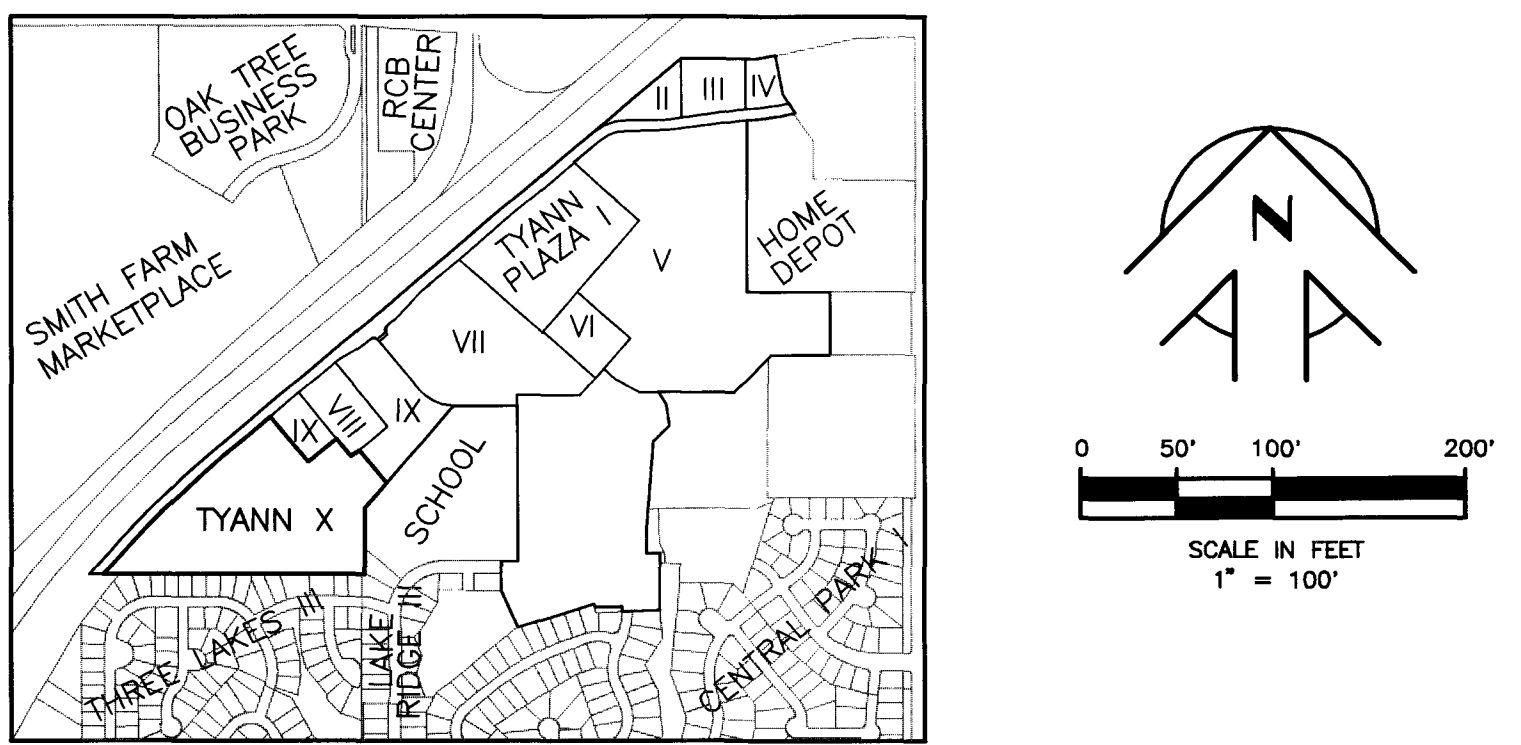
PLAT NO.  
**6148**



# FINAL PLAT TYANN PLAZA X

A PART OF THE NORTHEAST QUARTER (NE/4) AND THE NORTHWEST QUARTER (NW/4)  
OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 14 EAST  
AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, OKLAHOMA

**8 LOTS IN 1 BLOCK**  
**13.69 ACRE TRACT**  
**ZONED: CS, CG, & OM**



COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE S 00°11'55" W ALONG THE EAST LINE OF SAID NE/4, A DISTANCE OF 2198.23 FEET, THENCE WEST A DISTANCE OF 2547.59 FEET TO THE POINT OF BEGINNING, THENCE S 41°16'12" W A DISTANCE OF 158.32 FEET, THENCE S 02°04'18" W A DISTANCE OF 315.84 FEET, THENCE N 89°58'08" W A DISTANCE OF 1233.76 FEET TO A POINT ON THE SOUTHEASTERN RIGHT-OF-WAY LINE OF OWASSO EXPRESSWAY (NOT THE SAME AS HWY 169); THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 4830.51 FEET, A DISTANCE OF 506.50 FEET; THENCE N 50°14'47" E A DISTANCE OF 202.95 FEET; THENCE S 39°43'17" E A DISTANCE OF 229.00 FEET; THENCE N 50°14'47" E A DISTANCE OF 171.50 FEET; THENCE S 39°43'17" E A DISTANCE OF 108.89 FEET; THENCE N 50°14'47" E A DISTANCE OF 50.00 FEET; THENCE S 39°43'17" E A DISTANCE OF 201.46 FEET TO THE POINT OF BEGINNING, AND CONTAINING 13.69 ACRES, MORE OR LESS.

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT HEREBY MADE A PART HEREOF (THE "PLAT"), AND HAS CAUSED THE SAME TO BE NAMED TYANN PLAZA X, AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA (THE "ADDITION").

**CERTAIN RESTRICTIONS**  
1. PUBLIC STREETS AND UTILITY EASEMENTS.  
THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM AND SANITARY SEWER LINES, COMMUNICATION LINES, ELECTRIC POWER LINES, CABLE TELEVISION LINES, TRANSFORMERS, PEDESTALS, GAS AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY AND ANY OTHER APPURTENANCES THEREON, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES THEREOF.

**OWNER / DEVELOPER:**  
TYANN DEVELOPMENT CO., INC.

PO BOX 397  
OWASSO, OK 74055  
(918) 274-0517

**SURVEYOR:**  
D. GOSS & ASSOCIATES, LLC

P.O. BOX 216  
COLLINSVILLE, OK 74021  
(918) 371-7750  
Certificate of Authorization No. 3932  
Renewal Date: June 30, 2008

**ENGINEER:**  
KELLOGG ENGINEERING, INC.

6755 SOUTH 4060 ROAD  
TALALA, OKLAHOMA 74080  
(918) 275-4080  
Certificate of Authorization No. 2788  
Renewal Date: June 30, 2008

**LOCATION MAP**  
SCALE: 1"=2000'

2. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE.  
IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:  
A. OVERHEAD ELECTRIC SERVICE LINES FOR THE SUPPLY OF ELECTRIC SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE MAY ONLY BE LOCATED ALONG THE NORTH, SOUTH, EAST, AND WEST PROPERTY LINES OF THE ADDITION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE ADDITION ALL SUPPLY LINES AND STANDARDS SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITIES AND STREETS SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY BE ALSO LOCATED IN SUCH EASEMENT WAYS.

B. EXCEPT TO HOUSES AND STRUCTURES ON LOTS ADJACENT TO THE NORTH, WEST, SOUTH AND EAST PROPERTY LINES OF THE ADDITION AS DESCRIBED IN SUBPARAGRAPH (A) ABOVE, WHICH MAY BE SERVED FROM OVERHEAD ELECTRIC SERVICE LINES, TELEPHONE LINES AND CABLE TELEVISION CABLES, UNDERGROUND SERVICE CABLES TO ALL HOUSES 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 HOUSE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC SERVICE, TELEPHONE OR CABLE TELEVISION SERVICE SHALL, THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON EACH LOT COVERING A FIVE FOOT STRIP EXTENDING 25 FEET ON EACH SIDE OF SUCH SERVICE CABLE EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID HOUSE.

C. THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION SO INSTALLED BY IT.  
D. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION FACILITIES LOCATED ON SUCH OWNERS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. SUCH UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION FACILITIES, BUT THE OWNER WILL PAY FOR THE DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, ITS AGENTS OR CONTRACTORS.

E. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

3. UNDERGROUND GAS SERVICE.  
UNDERGROUND SERVICES WAYS TO ALL BUILDINGS MAY BE RUN FROM THE NEAREST SERVICE CONNECTION TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF THE BUILDING; PROVIDED, THAT UPON THE INSTALLATION OF SUCH A SERVICE LINE TO A BUILDING, THE SUPPLIER OF GAS SERVICE SHALL, THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON EACH SAID LOT, COVERING A FIVE FOOT STRIP EXTENDING 25 FEET ON EACH SIDE OF SUCH SERVICE LINE, EXTENDING FROM THE SERVICE CONNECTION TO THE SERVICE ENTRANCE ON THE BUILDING. ALL GAS METERS SHALL BE PHYSICALLY LOCATED AT OR NEAR THE SERVICE ENTRANCE TO THE BUILDING.  
A. THE SUPPLIER OF GAS SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT, OR PROVIDED FOR IN THIS DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND GAS FACILITIES SO INSTALLED BY IT.  
B. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON ITS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID GAS FACILITIES. THE SUPPLIER OF GAS SERVICES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND GAS FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.  
C. THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

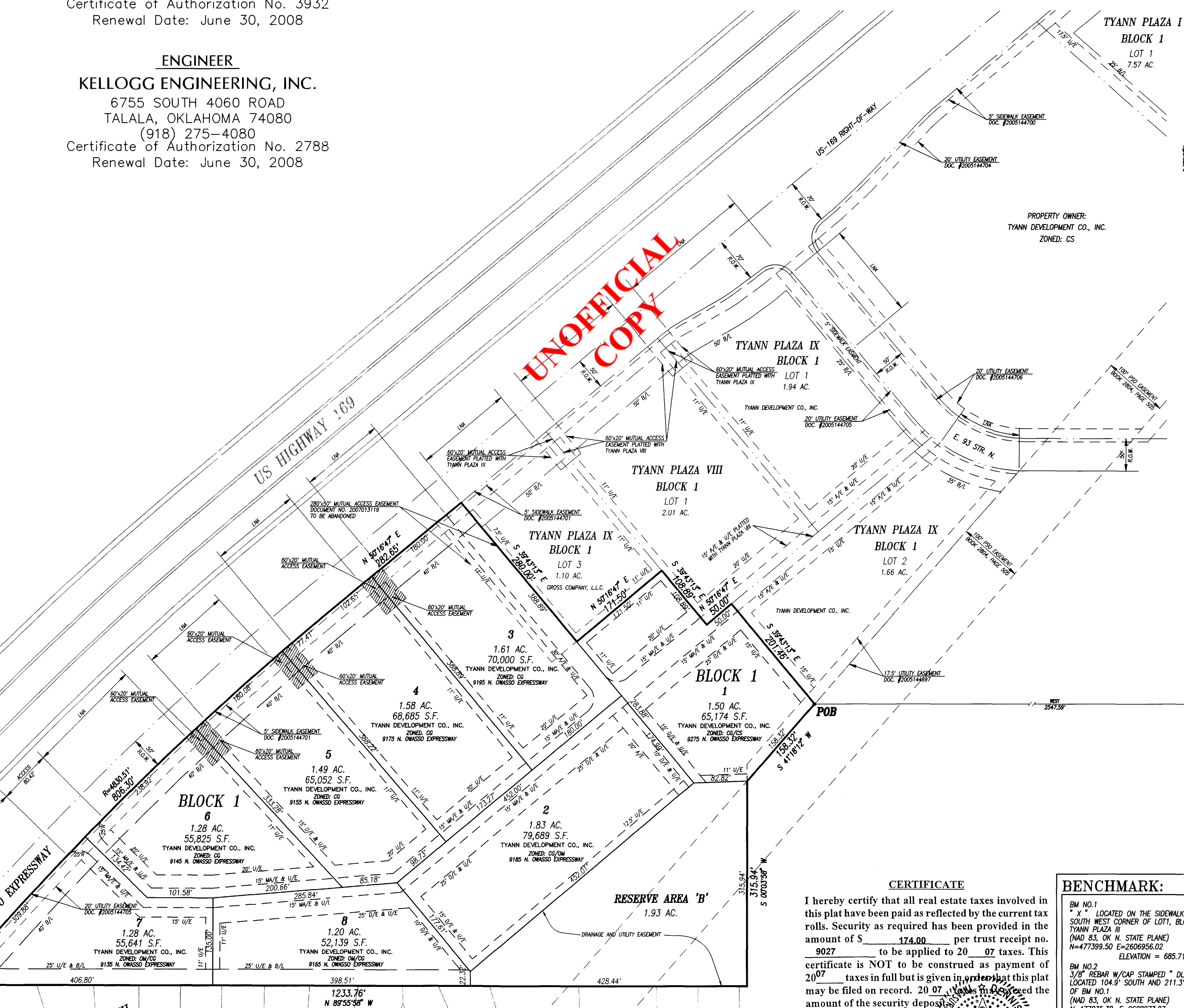
4. WATER, SANITARY AND STORM SEWER.  
THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY/STORM SEWER FACILITIES LOCATED ON SUCH OWNERS LOT AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS FROM THE ORIGINAL CONTIGUOUS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES.  
A. THE CITY OF OWASSO, OR OTHER PROVIDER AS THE CASE MAY BE, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS PUBLIC WATER LINE MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE CITY OF OWASSO, SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER LINE FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER LINE FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF OWASSO, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.  
B. WATER SERVICE. POTABLE WATER SHALL BE PURCHASED FROM THE CITY OF OWASSO.  
C. SANITARY SEWER SERVICE. SANITARY SEWER SERVICE SHALL BE PURCHASED FROM AND PROVIDED BY THE CITY OF OWASSO.

5. LANDSCAPE AND PAVING REPAIR.  
THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER MAINS, STORM SEWERS, ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DESIGNATED UTILITY EASEMENTS OR RIGHTS-OF-WAY WHICH WOULD POTENTIALLY DAMAGE, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY ARE DAMAGING OR ENDANGERING UTILITIES OR RIGHTS-OF-WAY, THE CITY OF OWASSO SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

6. DEVELOPER'S RESERVED RIGHTS.  
A. INCLUSION IN PROPERTY OWNERS ASSOCIATION: AS A PART OF THE DEVELOPMENT OF TYANN DEVELOPMENT, THE DEVELOPER THEREOF, HAS CREATED OR WILL CREATE, PURSUANT TO 80 O.S. 888 ET SEQ. AND 18 O.S. 11001, TYANN PLAZA PROPERTY ASSOCIATION, INC., AN OKLAHOMA NOT-FOR-PROFIT CORPORATION (THE "ASSOCIATION"), FOR THE PURPOSE OF MAINTAINING DETENTION/RESERVE AREAS AND MUTUAL ACCESS STREETS.  
B. BINDING EFFECT: ALL LAWFUL ACTS OF THE ASSOCIATION MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREIN IN THE ASSOCIATION SHALL CONSIST OF ALL OWNERS OF LOTS IN THE ADDITION.  
C. ASSESSMENTS: ANNUAL ASSESSMENTS MAY BE MADE BY THE ASSOCIATION ON A PER LOT SIZE BASIS, ALL AS MORE FULLY SET FORTH IN THE ASSOCIATION'S GOVERNING DOCUMENTS AND IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR TYANN PLAZA. NO LOT SHALL BE ENTITLED TO MORE THAN ONE (1) VOTE, REGARDLESS OF THE NUMBER OF OWNERS. NO LOT OWNED BY THE DEVELOPER SHALL BE SUBJECT TO ASSESSMENT.  
D. OTHER RIGHTS: DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING THE ADDITION WHICH DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEVELOPER UNDER THIS DECLARATION, INCLUDING THE EXECUTION AND FILING OF VARIOUS COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ADDITION.

7. INGRESS, EGRESS AND WALKWAYS.  
THE OWNER OF EACH INDIVIDUAL LOT OR TRACT SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS, IN FRONT OF SAID LOT, WITHIN THE PUBLIC DEDICATION ALONG EXISTING SERVICE ROAD, AS REQUIRED BY AND IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF OWASSO.  
8. SPECIAL LANDSCAPING AND MAINTENANCE.  
THE BUILDINGS LOCATED WITHIN TYANN PLAZA X ON LOTS 3, 4, 5, & 6 ARE VISIBLE FROM ALL DIRECTIONS BY LOTS 2, 7, & 8. THEREFORE, IT SHALL BE NECESSARY FOR OWNERS OF LOTS 3, 4, 5, & 6 TO LANDSCAPE ALL SIDES OF THEIR BUILDINGS, SCREEN ALL UNSIGHTLY EXTERIOR AREAS, MAINTAIN THE LANDSCAPING AND SCREENING, KEEP ALL EXTERIOR AREAS CLEAN, AND NOT ALLOW UNSIGHTLY TRASH OR ODORS FOR THE DURATION OF THEIR OWNERSHIP. LANDSCAPING SHALL BE ON THE OUTSIDE OF THE SCREENING FENCE ALONG THE MUTUAL ACCESS EASEMENT FOR LOTS 3, 4, 5, & 6. IN THE EVENT THAT A LOT OWNER DOES NOT ADEQUATELY AND PROPERLY MAINTAIN ALL EXTERIOR SPACES SURROUNDING THEIR BUILDING, AFTER A THIRTY (30) DAY NOTICE, THE DEVELOPER OR OWNERS ASSOCIATION SHALL HAVE THE RIGHT TO ENTER UPON THE LOT AND PERFORM THE NECESSARY MAINTENANCE AT THE COST OF THE LOT OWNER.

FLOOD PLAIN NOTE:  
PROPOSED SITE IS OUTSIDE OF FEMA 100 YEAR  
FLOOD PLAIN BOUNDARIES. FEMA PANEL NO. 40143C0237 H



9. RESERVE AREA "B" MAINTENANCE FEE.  
A. THE RESERVE AREA "B" SHALL BE USED AS A STORM WATER DETENTION AREA AND OPEN SPACE.  
B. THE RESERVE AREA "B" SHALL BE ESTABLISHED BY GRANT AS A PERPETUAL EASEMENT FOR THE COMMON USE AND BENEFIT OF THE LOTS WITHIN THE ADDITION FOR THE PURPOSE OF CONSTRUCTION AND MAINTAINING STORMWATER DETENTION FACILITIES. MAINTENANCE SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING STANDARDS, BY THE TYANN PLAZA LOT OWNERS:  
(1) THE GRADE OF ALL BANKS AND SIDE SLOPES SHALL NOT BE ALTERED FROM THE FINISHED GRADE ELEVATIONS SHOWN ON THE GRADING PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF OWASSO.  
(2) AREAS COVERED BY GRASS WITHIN THE DETENTION AREA SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS.  
(3) CONCRETE APPURTENANCES TO THE DETENTION AREA SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED. THE DETENTION AREA SHALL BE KEPT FREE OF DEBRIS.  
(4) NO FENCE, WALL, PLANTING, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED WITHIN THE DETENTION AREA WITHOUT WRITTEN APPROVAL OF THE CITY OF OWASSO.  
(5) TRICKLE CHANNELS, IF ANY WITHIN THE DETENTION AREA SHALL BE CLEARED OF SEDIMENT AND VEGETATION AS NECESSARY.  
C. THE DETENTION AREA AND FACILITIES SHALL BE MAINTAINED BY THE TYANN PLAZA LOT OWNERS ASSOCIATION AT THE COST OF SAID LOT OWNERS IN ACCORDANCE WITH THE STANDARDS PRESCRIBED ABOVE IN THE EVENT SAID LOT OWNERS SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN THE DETENTION AREA AND FACILITIES. THE CITY OF OWASSO OR ITS DESIGNATED CONTRACTOR MAY ENTER UPON SAID AREAS TO PERFORM SUCH MAINTENANCE, AND THE COST OF PERFORMING SUCH MAINTENANCE SHALL BE PAID BY SAID LOT OWNERS.  
(1) ALL MAINTENANCE COST SHALL BE PAID BY THE TYANN PLAZA LOT OWNERS ASSOCIATION AND EACH LOT SHALL PAY A PERCENTAGE PORTION OF SAID COST BASED ON THE FOLLOWING SCHEDULE:  
TOTAL ACREAGE WITHIN TYANN PLAZA TO BE DETAINED IN DETENTION POND "B" = 19.01 ACRES  
PERCENTAGE OF MAINTENANCE COST:  
PLAZA X LOT SIZE PERCENTAGE OF MAINTENANCE COST:  
LOT 1 1.50 AC 7.80%  
LOT 2 1.83 AC 9.63%  
LOT 3 1.83 AC 9.63%  
LOT 4 1.58 AC 8.31%  
LOT 5 1.48 AC 7.84%  
LOT 6 1.28 AC 6.78%  
LOT 7 1.28 AC 6.78%  
LOT 8 1.20 AC 6.31%

10. MUTUAL ACCESS MAINTENANCE FEE AND CONSTRUCTION  
A. THE MUTUAL ACCESS MAINTENANCE EASEMENT IS HEREBY ESTABLISHED BY GRANT AS A PERPETUAL EASEMENT FOR THE COMMON USE AND BENEFIT OF TYANN PLAZA LOT OWNERS ARE RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF ACCESS DRIVES AND FACILITIES ON THEIR LOT. MAINTENANCE SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING STANDARDS, BY THE TYANN PLAZA LOT OWNERS:  
(1) THE PAVEMENT SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.  
B. THE PAVEMENT SHALL BE MAINTAINED BY THE TYANN PLAZA LOT OWNERS, AT THE COST OF SAID LOT OWNERS IN ACCORDANCE WITH THE STANDARDS PRESCRIBED ABOVE IN THE EVENT SAID LOT OWNERS SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN THE CITY OF OWASSO, OR ITS DESIGNATED CONTRACTOR MAY ENTER UPON SUCH AREAS TO PERFORM SUCH MAINTENANCE, AND THE COST OF PERFORMING SUCH MAINTENANCE SHALL BE PAID BY SAID LOT OWNERS.  
(1) ALL MAINTENANCE COST SHALL BE PAID BY THE TYANN PLAZA LOT OWNERS ASSOCIATION AND EACH LOT SHALL PAY A PERCENTAGE PORTION OF SAID COST BASED ON THE FOLLOWING SCHEDULE:  
TOTAL ACREAGE WITHIN TYANN PLAZA TO BE SERVED BY MUTUAL ACCESS STREETS = 11.77 ACRES  
PERCENTAGE OF MAINTENANCE COST:  
PLAZA X LOT SIZE PERCENTAGE OF MAINTENANCE COST:  
LOT 1 1.50 AC 12.74%  
LOT 2 1.83 AC 15.52%  
LOT 3 1.83 AC 15.52%  
LOT 4 1.58 AC 13.42%  
LOT 5 1.48 AC 12.65%  
LOT 6 1.28 AC 10.88%  
LOT 7 1.28 AC 10.88%  
LOT 8 1.20 AC 10.19%

CERTIFICATE OF OWNERSHIP  
IN WITNESS WHEREOF TYANN DEVELOPMENT CO., INC., AN OKLAHOMA CORPORATION HEREBY APPROVES THE FOREGOING DEED OF DEDICATION THIS 29th DAY OF August, 2007.

TYANN DEVELOPMENT CO., INC., AN OKLAHOMA CORPORATION  
CHARLES HELGEL, PRESIDENT

STATE OF OKLAHOMA) SS  
COUNTY OF Tulsa) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 29th DAY OF August, 2007, PERSONALLY APPEARED CHARLES HELGEL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS PRESIDENT 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 SUCH CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

Notary Public Oklahoma  
CAROL KYLES  
TULSA COUNTY  
Commission Expires 09/01/2009  
Comm. #258126-12009

I, DANIEL S. GOSS, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS TYANN PLAZA X, AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA, TO THE BEST OF MY KNOWLEDGE, THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY. NOTE: ALL LOT CORNERS WILL BE STAKED IMMEDIATELY FOLLOWING COMPLETION OF CONSTRUCTION.

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

WITNESS MY HAND AND SEAL THIS 30th DAY OF August, 2007.

DANIEL S. GOSS  
LAND SURVEYOR #1316  
C.A. #3932, EXP. 6-30-08

STATE OF OKLAHOMA) SS  
COUNTY OF Tulsa) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 29th DAY OF August, 2007, PERSONALLY APPEARED DANIEL S. GOSS TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

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

WT COMMISSION EXPIRES: 08/31/2009

CERTIFICATE OF FINAL PLAT APPROVAL  
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE OWASSO CITY COUNCIL ON THIS 29th DAY OF August, 2007.

DAY OF August, 2007  
Mayor - Vibe Mayor  
City Clerk - Deputy

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT A TRUE SIGNATURE OF THE CITY CLERK.

SEAL OF THE CITY OF OWASSO, OKLAHOMA

FINAL PLAT  
TYANN PLAZA X  
AUGUST 17, 2007  
SHEET 1 of 1

**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 \$ 174.00 per trust receipt no. 9027 to be applied to 20 07 taxes. This certificate is NOT to be construed as payment of 20 07 taxes in full but is given in order that this plat may be filed on record. 20 07 taxes in excess of the amount of the security deposit.

Dated: August 29, 2007  
Dennis S. Goss  
Tulsa County Surveyor  
By: Hanna S. Goss  
Deputy

**BENCHMARK:**  
BM NO. 1  
\* X LOCATED ON THE SIDEWALK AT THE SOUTH WEST CORNER OF LOT 1, TYANN PLAZA X, AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA. (NAD 83, OK N. STATE PLANE) (LOCATED 104.9' SOUTH AND 211.3' WEST OF BM NO. 1) ELEVATION = 685.71 (NGVD 1929)  
BM NO. 2  
3/8" REBAR W/ CAP STAMPED "DLH CONTROL" (LOCATED 104.9' SOUTH AND 211.3' WEST OF BM NO. 1) ELEVATION = 719.15 (NGVD 1929)