



CORE Church at Aspen Creek

A RESUBDIVISION OF FAMILY CHURCH FACILITIES A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY FOUR (34), TOWNSHIP 18 NORTH, RANGE 14 EAST

Owner
CORE CHURCH OF THE
NAZARENE, INC
11045 SOUTH MEMORIAL DRIVE
TULSA, OK 74133
PHONE: (918) 455-8094
CONTACT: BRAD FARNSWORTH

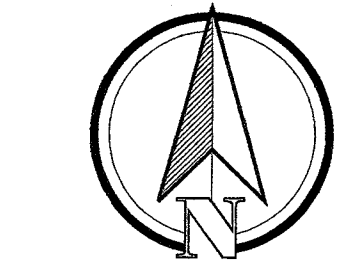
Surveyor
ATLAS LAND OFFICE, LLC
202 SOUTH MAIN STREET
WAGONER, OK 74467
PHONE: (918) 455-9987
INFO@ATLASLANDOFFICE.COM
C.A. #6752 EXPIRES: 6-30-2016

N 89°53'38" W
1260.10'

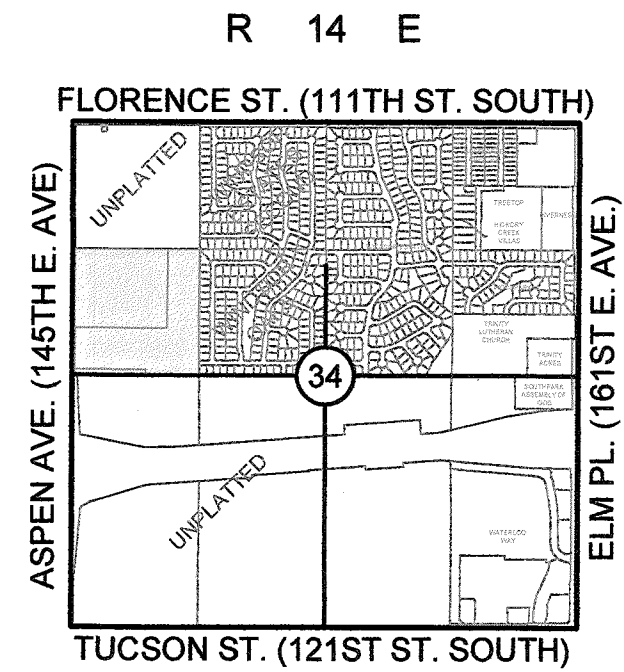
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INDIVIDUAL PROPERTY
EASEMENT INDIVIDUAL PLAT 2774

West Jefferson St.
Windsor Estates
Second



0 40 80 160
SCALE: 1"=80'



Location Map
SCALE: 1"=200'

Land Summary

SUBDIVISION CONTAINS TWO (2) LOTS IN ONE (1) BLOCK AND ONE (1) RESERVE AREA IN 38.41 ACRES / 1,673,397.35 SQUARE FEET.

LOT ONE (1) CONTAINS 751321.89 SF / 17.25 ACRES
LOT TWO (2) CONTAINS 869496.55 SF / 19.96 ACRES
RESERVE A CONTAINS 47587.44 SF / 1.09 ACRES

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" IRON PIN - 18" LONG WITH A PLASTIC CAP STAMPED "ATLAS 6752" - UNLESS OTHERWISE NOTED.

Benchmark

STATION NAME: "TUL 5" 3" ALUMINUM CAP FLUSH SET IN CONCRETE STAMPED "TUL 5", SET ON THE SOUTH SIDE OF 111TH ST., AND EAST OF 129TH E. AVE., APPROX. 0.40 MILE. ELEVATION = 684.84 (NAVD1988)

Streets Note

ALL STREETS SHOWN ARE DEDICATED A PUBLIC STREETS BY THIS PLAT.

Address Note

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED UPON IN PLACE A LEGAL DESCRIPTION

Water and Sanitary Note

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BROKEN ARROW.

Basis of Bearings

PLATTED BEARING OF THE WEST LINE OF WINDSOR OAKS, PLAT 5141, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

Legend

IPF _____ IRON PIN FOUND
IPS _____ IRON PIN SET
CHIS "X" FND. _____ CHISELED "X" FOUND

Detention Determination

STORMWATER DETENTION ACCOMMODATIONS FOR LOT ONE (1) OF THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-050505-35.

STORMWATER DETENTION ACCOMMODATIONS FOR LOT TWO (2) OF THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-80614-19.

Lot 1
(5205 South Aspen Avenue)

Block 1

Lot 2
(5601 South Aspen Avenue)

Reserve A
& UTILITY EASEMENT

Broken Arrow Economic
Development Authority
(Unplatted)

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 EXEMPT per trust receipt no. EXEMPT to be applied to 20 14 taxes. This certificate is NOT to be construed as payment of 20 14 taxes in full but is given in order that this plat may be filed on record. 20 14 taxes may exceed the amount of the security deposit.

Dated 26 Nov 14
Dennis Semler
Tulsa County Treasurer
By: [Signature]
Deputy

STATE OF OKLAHOMA } SS
COUNTY OF TULSA
I, Pat Key, 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 26th day of November
PAT KEY, Tulsa County Clerk
Deputy [Signature]

APPROVED Oct 23 2014 BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA
MAYOR: CRAIG THURMOND
ATTEST: CITY CLERK [Signature]

CORE CHURCH AT ASPEN CREEK
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

CORE CHURCH OF THE NAZARENE, INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER" IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW¼, NW¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, INCLUDING ALL OF "FAMILY CHURCH FACILITIES" RECORDED AS PLAT NUMBER 6088 AND AS DOCUMENT 2007019021, IN THE OFFICE OF THE TULSA COUNTY CLERK.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW¼); THENCE S 89° 54' 31" E, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW¼), A DISTANCE OF 50.00 FEET, TO THE EAST RIGHT OF WAY LINE AND THE POINT OF BEGINNING; THENCE CONTINUING S 89° 54' 31" E, ALONG SAID SOUTH LINE, A DISTANCE OF 1270.29 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW¼, NW¼); THENCE N 00° 04' 53" E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW¼, NW¼) AND ALONG THE EAST LINE OF "FAMILY CHURCH FACILITIES", A DISTANCE OF 1323.76 FEET, TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW¼, NW¼) AND THE NORTHEAST CORNER OF SAID "FAMILY CHURCH FACILITIES"; THENCE N 89° 53' 38" W, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW¼, NW¼) AND THE NORTH LINE OF SAID "FAMILY CHURCH FACILITIES", A DISTANCE OF 1260.10 FEET, TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID "FAMILY CHURCH FACILITIES"; THENCE S 00° 05' 22" W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 825.00 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N 89° 53' 38" W, PARALLEL WITH SAID NORTH LINE AND ALONG THE SOUTH LINE OF SAID "FAMILY CHURCH FACILITIES", A DISTANCE OF 10.00 FEET, TO A POINT ON SAID EAST RIGHT OF WAY LINE; THENCE S 00° 05' 22" W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 499.09 FEET, TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 38.416 ACRES / 1,673,397.35 SQUARE FEET.

THE BASIS OF BEARINGS FOR SAID TRACT IS S 89° 54' 31" E ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

SECTION I. EASEMENTS AND UTILITIES

A. UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED 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, 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, MANHOLES 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 STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING 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 AREAS DEPICTED ON THE PLAT. THE OWNER HEREIN 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 THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY LOCATED WITHIN THE UTILITY EASEMENTS ALONG THE NORTHERN, WESTERN AND EASTERN BOUNDARIES OF THE SITE. ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATE FOR GENERAL UTILITY SERVICES, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION, MAY BE RUN FROM THE NEAREST 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 TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL 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 UNDERGROUND ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. 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.

5. 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

1. 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.

2. WITHIN THE RESTRICTED WATERLINE EASEMENT AND UTILITY 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 MAINS, SANITARY SEWER MAINS AND STORM SEWERS, 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.

3. 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, THE OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 MAINS, SANITARY SEWER MAINS AND STORM SEWERS FACILITIES.

5. 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

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT_WAYS 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 GAS FACILITIES.

5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST 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 LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

6. THE FOREGOING COVENANTS SET FORTH IN THIS SUB-SECTION D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS 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 THE 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. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNERS HEREBY RELINQUISH RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO ASPEN AVENUE 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 CITY OF BROKEN ARROW, OR ITS SUCCESSORS, 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, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

H. RESERVE AREA A AND UTILITY EASEMENT

THE OWNER OF LOT 1 BLOCK 1 SHALL RETAIN OWNERSHIP AND RESPONSIBILITY OF MAINTENANCE FOR RESERVE AREA A. RESERVE AREA A IS CURRENTLY DESIGNATED AS A TRACT FOR UTILITY EASEMENTS AND CELLULAR TOWERS, AND IS FURTHERMORE DEDICATED AS A GENERAL UTILITY EASEMENT.

I. SIDEWALKS

AT THE TIME OF DEVELOPMENT OF LOT 2 BLOCK 1, THE OWNER OF LOT 1 BLOCK 1 SHALL CONSTRUCT SIDEWALKS AND DRIVEWAY IMPROVEMENTS WITHIN THE ASPEN AVENUE RIGHT-OF-WAY OF RESERVE A, AS REQUIRED BY THE CITY OF BROKEN ARROW.

SECTION II. OFFSITE DRAINAGE AND DETENTION EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA FOR PUBLIC USE A PERPETUAL DRAINAGE EASEMENT ON, OVER AND ACROSS THE PROPERTY AS DESIGNATED ON THE PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM "CORE CHURCH AT ASPEN CREEK" AS APPROVED BY THE CITY OF BROKEN ARROW.

DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN SAID DRAINAGE AND DETENTION EASEMENT AREA SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DETENTION EASEMENT AREA NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREA UNLESS APPROVED BY ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER OF LOT 1 BLOCK 1, CORE CHURCH AT ASPEN CREEK, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. SAID DETENTION FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE TO THE FOLLOWING STANDARDS:

A. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF NOT LESS THAN FOUR WEEKS.

B. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

C. AREA WITHIN EASEMENTS SHALL BE KEPT FREE OF DEBRIS.

D. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE OUTLET STRUCTURE SHALL BE PERFORMED TWICE YEARLY.

LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED WITHIN THE DETENTION AREA.

IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION 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 THE ASSOCIATION AFTER THE CONVEYANCE TO THE ASSOCIATION. IN THE EVENT OWNER OR THE ASSOCIATION, AS THE CASE MAY BE, 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 COSTS, AND THEREAFTER SAID COSTS SHALL BE A LIEN AGAINST THE PROPERTY. SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION III 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 OWNERS, THEIR SUCCESSORS, AND ASSIGNS, WITHIN THE PROVISIONS OF SECTIONS I & II ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED THE COVENANTS WITHIN SECTIONS I & II SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNERS, OR THEIR SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I & II, 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 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, EASEMENTS AND UTILITIES 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 CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND 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, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT THIS 30 DAY OF October, 2014.

CORE CHURCH AT ASPEN CREEK

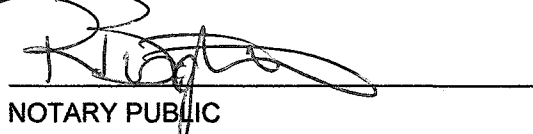

LEAD PASTOR

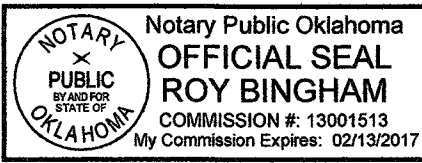
STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME ON THIS 30th DAY October, 2014, BY BRAD FARNSWORTH, AS LEAD PASTOR OF CORE CHURCH AT ASPEN CREEK.


NOTARY PUBLIC



CERTIFICATE OF SURVEY

I, ALBERT JONES, III, 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 "CORE CHURCH AT ASPEN CREEK", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A 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.


ALBERT JONES, III
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1580

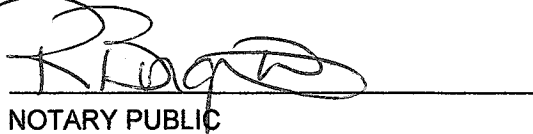


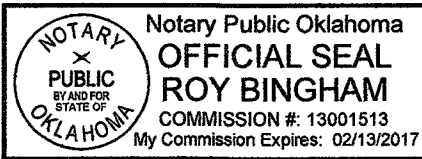
STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS 30th DAY October, 2014, BY ALBERT JONES, III, AS A REGISTERED PROFESSIONAL LAND SURVEYOR.


NOTARY PUBLIC



APPROVED Oct. 21, 2014 BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

MAYOR: CRAIG THURMOND

ATTEST: CITY CLERK