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Tee Town Golf Ranch

PART OF THE SW/4 OF THE NW/4 OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 15 EAST,
OF THE INDIAN BASE & MERIDIAN, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

Deed of Dedication

TEE TOWN GOLF RANCH

KNOW ALL MEN BY THESE PRESENTS:

TEE TOWN GOLF RANCH INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER / DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SW/4 NW/4; THENCE NORTH 88°47'15" EAST ALONG THE SOUTH LINE OF SAID SW/4 NW/4 FOR 1113.10 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CREEK TURNPIKE; THENCE NORTH 01°25'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 1037.72 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5904.58 FEET AND A CENTRAL ANGLE OF 01°06'27" FOR 114.14 FEET; THENCE SOUTH 88°47'15" WEST AND PARALLEL WITH SAID SOUTH LINE FOR 1114.06 FEET TO A POINT ON THE WEST LINE OF SAID SW/4 NW/4; THENCE SOUTH 01°24'58" EAST ALONG SAID WEST LINE FOR 1151.85 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND, CONTAINING 29.432 ACRES OF LAND;

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, 1 BLOCK, STREETS AND RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "TEE TOWN GOLF RANCH", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER 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, 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/DEVELOPER 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 RELAYING 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/DEVELOPER 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 STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS 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 EASEMENTWAYS.
2. 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 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.
3. 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 EASEMENTWAYS 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, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE EACH 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 SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWER MAINS LOCATED ON THE OWNER'S LOT.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER MAINS, 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. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS, OR CONTRACTORS.
5. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS 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 OR SEWER FACILITIES.
6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH IT'S 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 DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. 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, 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 IT'S AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 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 DEPICTED ON THE PLAT OF TEE TOWN GOLF RANCH 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(S) 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(S). THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH 209TH EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) 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.

G. MUTUAL ACCESS EASEMENT

THE MUTUAL ACCESS EASEMENT DEPICTED ON THE ACCOMPANYING PLAT IS HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS ADJACENT TO AND CONTAINED WITHIN TEE TOWN GOLF RANCH, AND SUCH EASEMENT SHALL BE FOR THE MUTUAL USE AND BENEFIT OF EACH AFFECTED LOT OWNER(S), THEIR GUESTS AND INVITEES AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER(S) PROVIDED HOWEVER GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SHALL HAVE THE REASONABLE USE OF THE EASEMENT INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN TEE TOWN GOLF RANCH.

H. LANDSCAPING EASEMENTS

THE OWNER/DEVELOPER HEREIN RESERVES EXCLUSIVE PERPETUAL EASEMENTS TO INSTALL AND MAINTAIN LANDSCAPING ALONG THE WESTERLY PERIMETER BOUNDARIES OF THE SUBDIVISION WITHIN THE AREA OF THE LOTS DEPICTED UPON THE ACCOMPANYING PLAT AS "L/E" OR "LANDSCAPE EASEMENT".

I. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF EACH LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS OR MAINTENANCE OF WATER, SEWER, STORM SEWER, GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON 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.

J. STORMWATER DETENTION EASEMENT

1. FOR THE COMMON USE AND BENEFIT OF THE OWNER(S) OF LOT 1, BLOCK 1, WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS RESERVE AREAS "A","B",&"C" FOR THE SOLE AND LIMITED PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM LOT 1, BLOCK 1 WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
2. DRAINAGE FACILITIES CONSTRUCTED IN RESERVE AREAS "A","B",&"C" SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE BROKEN ARROW ENGINEERING DEPARTMENT.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVE AREAS "A","B",&"C" NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE BROKEN ARROW ENGINEERING DEPARTMENT PROVIDED, HOWEVER THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE BROKEN ARROW ENGINEERING DEPARTMENT.
4. RESERVE AREAS "A","B",&"C" SHALL BE MAINTAINED BY THE OWNER(S) OF LOT 1, BLOCK 1, AT THE OWNER'S COST, IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER(S) OF LOT 1, BLOCK 1, SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE AREAS AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE RESERVE AREAS, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE RESERVE AREAS 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 OF THE LOT. IN THE EVENT THE OWNER 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 OF THE OWNER. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

K. OVERLAND DRAINAGE EASEMENT

1. FOR THE COMMON USE AND BENEFIT OF THE OWNER(S) OF LOT 1, BLOCK 1, WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OD/E" OR "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
2. DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE BROKEN ARROW ENGINEERING DEPARTMENT.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE BROKEN ARROW PUBLIC WORKS DEPARTMENT PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE BROKEN ARROW ENGINEERING DEPARTMENT.
4. THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES LOCATED WITHIN LOT 1, BLOCK 1, SHALL BE MAINTAINED BY THE OWNER(S) OF LOT 1, BLOCK 1, AT THE OWNERS COST, IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER(S) OF LOT 1, BLOCK 1, OVER WHICH AN OVERLAND DRAINAGE EASEMENT IS LOCATED SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREAS, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA 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 OF THE LOT. IN THE EVENT THE OWNER 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 OF THE OWNER. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
5. WITHIN AREAS IDENTIFIED AS AN OVERLAND DRAINAGE EASEMENT ("OD/E") AND AS A GENERAL UTILITY EASEMENT ("U/E") THE EASEMENT AREA MAY BE UTILIZED FOR BOTH DRAINAGE AND GENERAL UTILITY EASEMENT PURPOSES, PROVIDED HOWEVER THE GENERAL UTILITY USES AND IMPROVEMENTS SHALL NOT OBSTRUCT OR OTHERWISE INTERFERE WITH OVERLAND FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF. CUSTOMARY UTILITY SERVICE TRANSFORMERS, PEDESTALS AND METERS SHALL NOT BE DEEMED AN OBSTRUCTION.

L. STORM SEWER EASEMENT

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "SD/E" OR "STORM SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING STORM SEWERS, TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, AND OTHER APPURTENANCES THERETO TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT.

SECTION II. DEVELOPMENT REQUIREMENTS AND RESTRICTIONS

WHEREAS, "TEE TOWN GOLF RANCH" WAS SUBMITTED AS A SPECIFIC USE PERMIT (DESIGNATED AS SP NO. 164) AS PROVIDED WITHIN SECTION 3 OF ORDINANCE 1560 OF THE CITY OF BROKEN ARROW, OKLAHOMA (BROKEN ARROW ZONING CODE), AS THE SAME EXISTED ON DECEMBER 1, 2001, WHICH SP NO. 164 WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON DECEMBER 20, 2001, AND BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON JANUARY 22, 2002; AND

WHEREAS, THE SPECIFIC USE PERMIT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED SPECIFIC USE PERMIT; AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA;

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HERINAFTER SET FORTH.

A. LAND AREA

GROSS 29.43 ACRES OR 1,281,971 SF

B. PERMITTED USES:

OUTDOOR RECREATION FACILITIES, INCLUDING GOLF DRIVING RANGE, LESSON AND PRACTICE AREAS, WITH ACCESSORY SALES OF GOLFING EQUIPMENT, CLOTHING, GOLF ACCESSORIES AND GIFTS CUSTOMARILY SOLD BY GOLF PRO SHOPS AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

C. MAXIMUM BUILDING FLOOR AREA: 7,500 SF

NOT INCLUDING SHELTER OVER TEE AREAS. A TEMPORARY PRO SHOP MAY BE UTILIZED FOR NOT MORE THAN ONE YEAR AFTER THE OPENING OF THE GOLF RANCH PRACTICE FACILITIES.

D. MAXIMUM BUILDING HEIGHT: 25 FT

E. OFF-STREET PARKING:

AS REQUIRED BY THE BROKEN ARROW ZONING CODE.

F. BUILDING FACADE:

THE EXTERIOR OF THE WEST SIDE OF THE PRO SHOP SHALL BE CONSTRUCTED OF MASONARY MATERIAL.

G. MINIMUM BUILDING SETBACKS:

1. FROM THE CENTERLINE OF SOUTH 209TH EAST AVENUE 100 FT
2. FROM THE NORTH AND SOUTH BOUNDARIES OF THE PROPERTY 25 FT
3. FROM THE EASTERLY BOUNDARY OF THE PROPERTY 850 FT

H. LANDSCAPED AREAS:

A LANDSCAPE EDGE OF AT LEAST 12 FEET IN WIDTH SHALL BE PROVIDED ALONG 209TH EAST AVENUE. LANDSCAPING SHALL BE PROVIDED ALONG 209TH EAST AVENUE AND THE SOUTH LOOP TURNPIKE IN ACCORDANCE WITH THE ZONING ORDINANCE.

I. SIGNS:

SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE IX, SECTION 1.11 OF THE ZONING ORDINANCE, EXCEPT THAT NO SIGN SHALL EXCEED 14 FEET IN HEIGHT OR CONTAIN MORE THAN 100 SQUARE FEET. NO BILLBOARD, PORTABLE SIGNS, OR BANNERS OF ANY TYPE SHALL BE PLACED ON THIS PROPERTY.

J. LIGHTING:

1. ALL EXTERIOR LIGHTING STANDARDS SHALL BE LOCATED OUTSIDE UTILITY EASEMENTS. LIGHTING STANDARDS SHALL NOT EXCEED 35 FEET IN HEIGHT. ALL LIGHT FIXTURES SHALL BE EQUIPPED WITH DEFLECTORS AND LENS DIRECTING THE LIGHT DOWN RANGE AND AWAY FROM ADJACENT PROPERTIES TO THE NORTH, SOUTH AND WEST.
2. BUILDING MOUNTED LIGHTS SHALL BE HOODED AND DIRECTED DOWNWARD TO PREVENT SPILLOVER LIGHTING.

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 OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS CONTAINED IN SECTION II. DEVELOPMENT REQUIREMENTS AND RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PROVISIONS OF THE BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION. IF THE UNDERSIGNED OWNER/DEVELOPER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BROKEN ARROW TO MAINTAIN ANY 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 SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL JANUARY 1, 2012, AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS, 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 A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. DEVELOPMENT REQUIREMENTS AND RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND BY THE OWNERS OF THE MAJORITY OF THE LOTS WITHIN THE SUBDIVISION.

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 OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: TEE TOWN GOLF RANCH INC., AN OKLAHOMA CORPORATION, HAS EXECUTED THIS INSTRUMENT, THIS 31st DAY OF May, 2002.

TEE TOWN GOLF RANCH INC.
AN OKLAHOMA CORPORATION

BY: [signature]
PRESIDENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 31st DAY OF May, 2002, PERSONALLY APPEARED Tracy Phillips, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, AS ITS PRESIDENT, FOR THE USES AND PURPOSE THEREIN SET FORTH.

Sheila Jean Ellis
NOTARY PUBLIC

MY COMMISSION EXPIRES:
May 21, 2006

CERTIFICATE OF SURVEY

I, DEAN ROBINSON, OF SISEMORE WEISZ & 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 "TEE TOWN GOLF RANCH", A SUBDIVISION IN THE CITY OF BROKEN ARROW, 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 AS ADOPTED.

REGISTERED PROFESSIONAL LAND SURVEYOR
DEAN ROBINSON
1146
OKLAHOMA

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

[signature]
DEAN ROBINSON
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1146

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 3rd DAY OF May, 2002, PERSONALLY APPEARED DEAN ROBINSON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, 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 SAID CORPORATION, FOR THE USES AND PURPOSE THEREIN SET FORTH.

EVELYN E. RUTHERFORD
NOTARY PUBLIC
IN AND FOR
STATE OF
OKLAHOMA
TULSA COUNTY

Evelyn E. Rutherford
NOTARY PUBLIC

MY COMMISSION EXPIRES:
NOVEMBER 13, 2003

COMMISSION NUMBER:
99016566

APPROVED 5-6-02 by the City Council of the City of Broken Arrow, Oklahoma.
James C Reynolds
Mayor: James, C. Reynolds
Brenda Ray
Attest: City Clerk: Brenda Ray

CERTIFIED TRUE COPY
JERRY FIELDS COUNTY CLERK
Wagoner County, Okla.
By [signature]
DEPUTY

CASE NO. PT02-102 DEVELOPMENT NO. 0-1-100

Tee Town Golf Ranch
Sheet 2 of 2

Date Prepared: May 30, 2002

4144DOD.DWG PREPARED BY: SISEMORE WEISZ & ASSOCIATES, INC. 2002