

Tulsa County Clerk - EARLENE WILSON  
 Doc # 6287 Page(s): 2  
 Recorded 12/31/2008 at 01:41 PM  
 Receipt # 123061 Fee \$15.00

**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 \$ 66.00 per trust receipt no. \_\_\_\_\_ to be applied to 20 08 taxes. This certificate is NOT to be construed as payment of 20 08 taxes in full but is given in order that this plat may be filed on record. 20 08 taxes on this plat amount of the security deposit.

Dated 31-Dec-08

Dennis Semler  
 Tulsa County Treasurer  
 Deputy

STATE OF OKLAHOMA } SS  
 COUNTY OF TULSA }  
 I, Earlene Wilson, 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 31 day of December 2008  
 EARLENE WILSON, Tulsa County Clerk  
 Kathy Whitson  
 Deputy



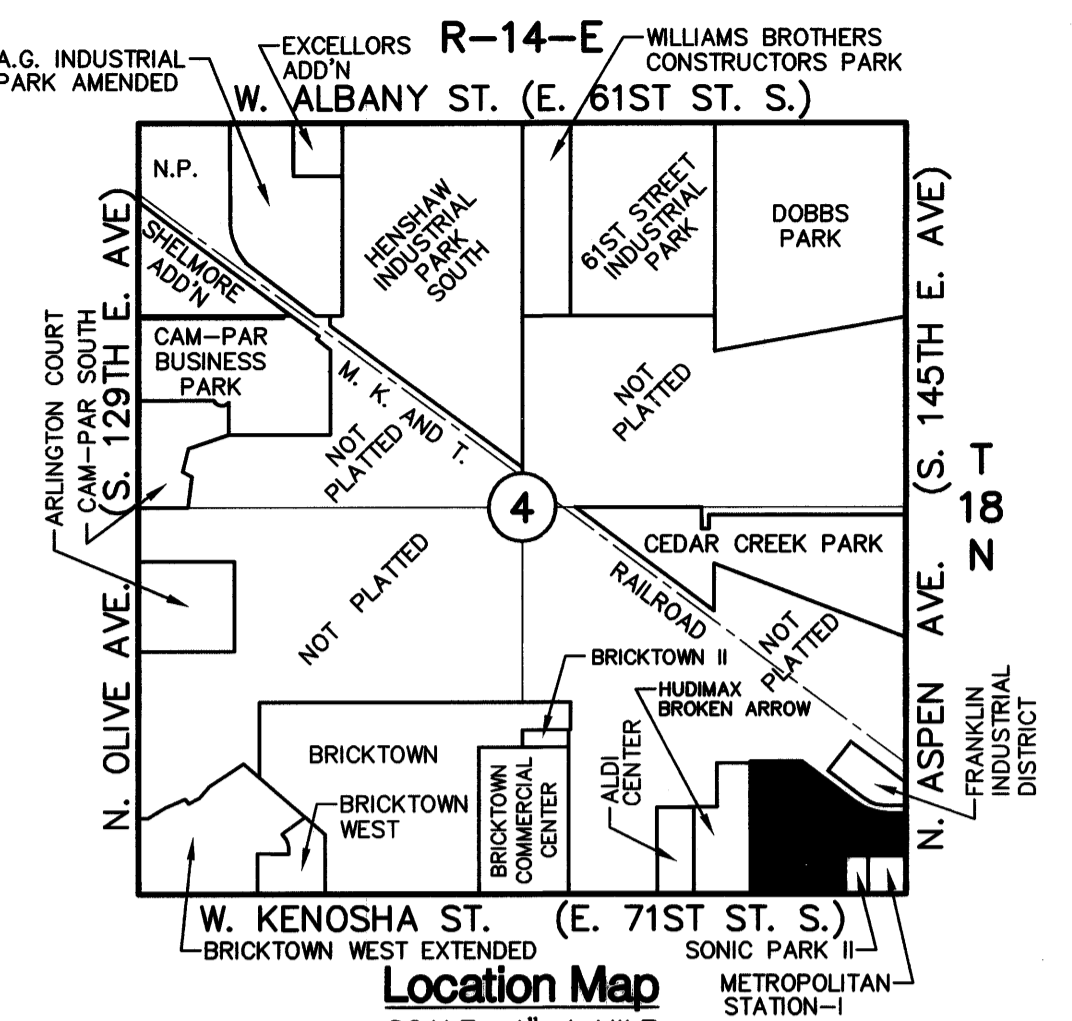
# Metropolitan Station II

A SUBDIVISION OF PART OF THE  
 SE/4 OF SECTION 4, T-18-N, R-14-E  
 CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

Planned Unit Development Number 179



1"=60'



Location Map  
 SCALE: 4"=1 MILE

**Owner**  
 CRESTA GOLD FUND, L.P.  
 600 E. LAS COLINAS BLVD., SUITE 1900  
 IRVING, TEXAS 75039  
 PHONE: (214) 283-8578

**Engineer / Surveyor**  
 SACK AND ASSOCIATES, INC.  
 SANTA FE DEPOT  
 111 SOUTH ELGIN AVENUE  
 TULSA, OKLAHOMA 74120-1816  
 PHONE: (918) 592-4111  
 E-MAIL: SA@SACKANDASSOCIATES.COM  
 C.A. No. 1783 (EXP. JUNE 30, 2009)

**Subdivision Statistics**  
 SUBDIVISION CONTAINS 4 LOTS IN 1 BLOCK AND RESERVE AREA 'A'  
 BLOCK 1 CONTAINS 12.9491 ACRES  
 RESERVE AREA 'A' CONTAINS 1.2866 ACRES  
 TOTAL AREA DESCRIBED IN DEED OF DEDICATION AND RESTRICTIVE COVENANTS CONTAINS 14.7322 ACRES

**Monumentation**  
 ALL CORNERS WERE SET USING A 3/8" IRON PIN WITH A YELLOW CAP STAMPED 'SACK LS 1139', UNLESS OTHERWISE NOTED.

**Basis of Bearings**  
 THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE RECORDED PLAT OF HUDIMAX BROKEN ARROW, PLAT NUMBER 6095.

**Legend**  
 B/L = BUILDING LINE  
 CB = CHORD BEARING  
 CL = CHORD LENGTH  
 U/E = UTILITY EASEMENT  
 DENOTES MUTUAL ACCESS EASEMENT

**Curve Table**

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	47.79'	127.00'	21°33'37"	S09°30'25"W	47.48'
C2	25.85'	73.00'	20°17'13"	N10°08'37"E	25.71'
C3	36.47'	103.00'	20°17'13"	N10°08'37"E	36.28'
C4	36.50'	97.00'	21°33'37"	S09°30'25"W	36.29'

- Notes**
- \*STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION # DD-121107-61.
  - NO DIRECT ACCESS IS ALLOWED BETWEEN LOT 2 AND NORTH ASPEN AVENUE UNTIL THE CONSTRUCTION OF A CITY OF BROKEN ARROW APPROVED RAISED (RESTRICTED LEFT TURN) MEDIAN ON NORTH ASPEN AVENUE.
  - BY AGREEMENT, CONOCO IS PERMANENTLY REMOVING ALL OF THEIR FACILITIES AND RELEASING THE IR EASEMENT. AT THAT TIME, THE BUILDING SETBACK LINES ASSOCIATED WITH THE CONOCO PIPELINES WILL NOT BE REQUIRED AND WILL BECOME NULL AND VOID.

**PLAT NUMBER**

APPROVED \_\_\_\_\_ by the City Council of the City of Broken Arrow, Oklahoma

Mayor \_\_\_\_\_

Attest: City Clerk \_\_\_\_\_

STATE OF OKLAHOMA } SS  
 COUNTY OF TULSA }  
 I, Earlene Wilson, 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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 EARLENE WILSON, Tulsa County Clerk

Deputy \_\_\_\_\_

**Addresses**

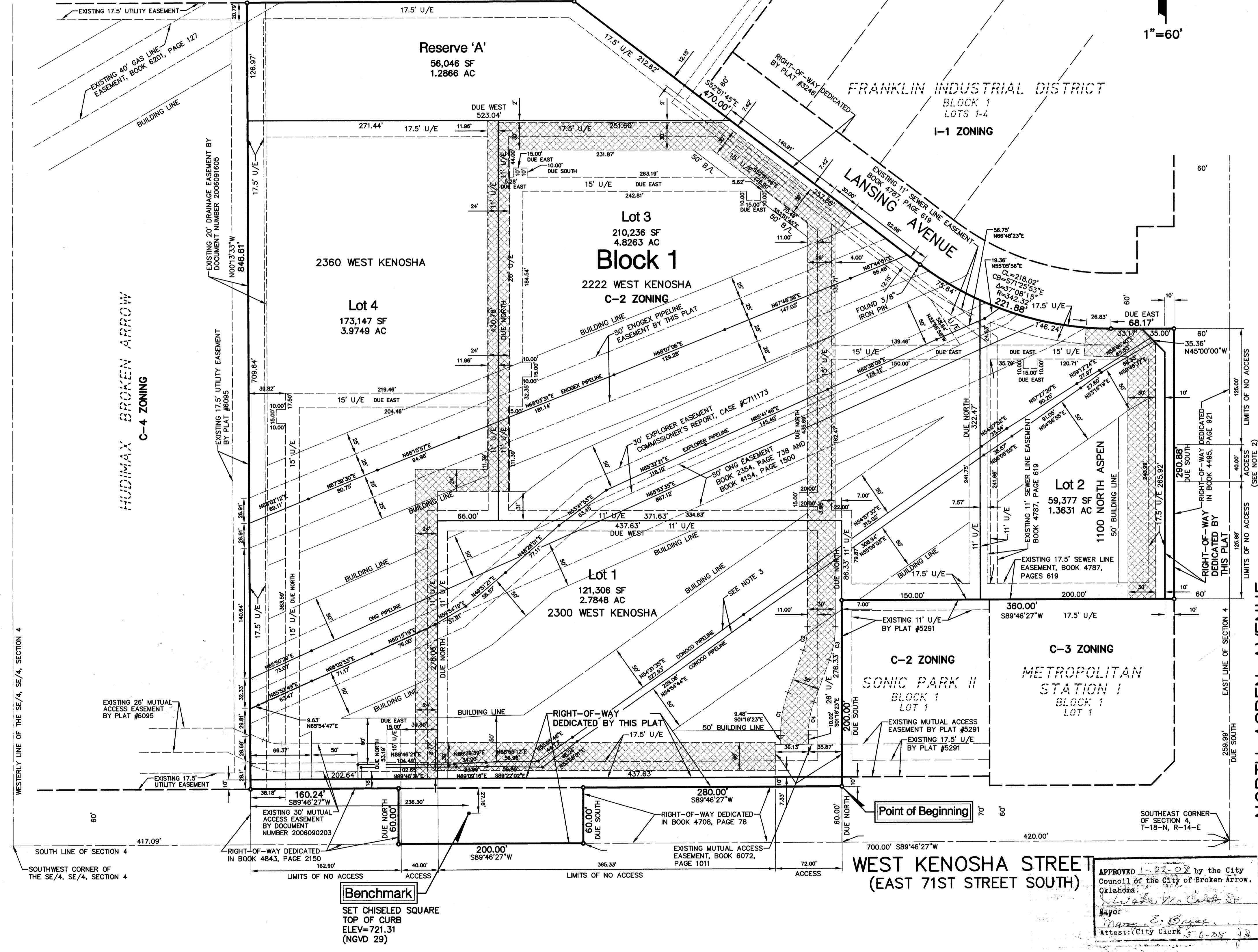
ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

**Backflow Preventer Valve Table**

BLOCK	LOT	FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
1	1	726.45	2	721.89
1	2	728.10	EXISTING	726.36
1	3	725.50	EXISTING	726.0
1	4	724.45	2	721.89

IF THE ACTUAL FINISHED FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE TOP OF RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDER'S RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTER VALVE NEAR THE BUILDING ACCORDING TO BROKEN ARROW ORDINANCE NO. 1777, SECTION 24-100, ADOPTED MAY 17, 1993.

\*REQUIRES BACKFLOW PREVENTER VALVE



APPROVED \_\_\_\_\_ by the City Council of the City of Broken Arrow, Oklahoma.

Attest: City Clerk \_\_\_\_\_

Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

THAT CRESTA GOLD FUND, L. P., A DELAWARE LIMITED PARTNERSHIP, HEREINAFTER REFERRED TO AS "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

STARTING AT THE SOUTHEAST CORNER OF THE SE/4 OF THE SE/4 OF SAID SECTION 4; THENCE S 89°46'27" W ALONG THE SOUTHERLY LINE OF SAID SECTION 4 FOR 420.00' TO A POINT ON THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF "SONIC PARK II", AN ADDITION TO THE CITY OF BROKEN ARROW; THENCE DUE NORTH ALONG SAID EXTENSION FOR 60.00' TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND; SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST KENOSHA STREET; THENCE S 89°46'27" W ALONG SAID RIGHT-OF-WAY LINE AND PARALLEL WITH THE SOUTHERLY LINE OF SECTION 4 FOR 280.00'; THENCE DUE SOUTH FOR 60.00' TO A POINT ON SAID SOUTHERLY LINE; THENCE S 89°46'27" W ALONG SAID SOUTHERLY LINE FOR 200.00'; THENCE DUE NORTH FOR 60.00' TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE S 89°46'27" W ALONG SAID RIGHT-OF-WAY LINE FOR 160.24' TO A POINT THAT IS THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 1 OF HUDIMAX BROKEN ARROW, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE N 00°13'53" W ALONG THE EASTERLY LINE OF SAID LOT 1 FOR 846.61'; THENCE N 89°46'27" E AND PARALLEL WITH THE SOUTHERLY LINE OF SECTION 4 FOR 354.05' TO A POINT ON THE NORTHWESTERLY PROJECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LANSING AVENUE; THENCE S 52°51'45" E ALONG SAID EXTENSION AND ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LANSING AVENUE FOR 479.00' TO A POINT OF CURVE; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 37°08'15" AND A RADIUS OF 342.32' FOR AN ARC LENGTH OF 221.88' WITH A CHORD BEARING OF S 71°25'53" E FOR A CHORD DISTANCE OF 218.02' TO A POINT OF TANGENCY; THENCE DUE EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LANSING AVENUE FOR 88.17' TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH ASPEN AVENUE; THENCE DUE SOUTH ALONG SAID RIGHT-OF-WAY LINE AND PARALLEL WITH THE EASTERLY LINE OF SECTION 4 FOR 290.88' TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF "METROPOLITAN STATION I", AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA, TULSA COUNTY, OKLAHOMA; THENCE S 89°46'27" W ALONG THE NORTHERLY LINE OF "METROPOLITAN STATION I" AND ALONG THE NORTHERLY LINE OF "SONIC PARK II", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA FOR 360.00' TO THE NORTHWEST CORNER OF "SONIC PARK II"; THENCE DUE SOUTH ALONG THE SOUTHERLY LINE OF "SONIC PARK II" AND THE SOUTHERLY EXTENSION THEREOF FOR 200.00' TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO FOUR LOTS IN BLOCK AND RESERVE "A" IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "METROPOLITAN STATION II", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY 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, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE 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 SHALL BE PLACED, ERRECTED, INSTALLED OR MAINTAINED; PROVIDED, HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE LOCATED IN THE EASEMENTWAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN 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 SERVICE PEDESTAL, TRANSFORMER OR 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 CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE 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 SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN 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 THE 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 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 THEREBY.

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 DEPICTED UTILITY EASEMENT AREA, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES, TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE.

- 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, HIS AGENTS OR CONTRACTORS.

- 4. THE CITY OF BROKEN ARROW, OKLAHOMA, 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, SANITARY SEWER, OR STORM SEWER 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 SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTWAYS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE 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 OF 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 ITS AGENTS OR CONTRACTORS.

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. EACH LOT OWNER SHALL NOT 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. 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. RESERVE "A" - STORMWATER DETENTION

- 1. THE OWNER HEREBY DEDICATES RESERVE "A" TO THE ASSOCIATION FOR THE PURPOSE OF DETAINING STORMWATER RUNOFF FROM THE LOTS IN THE ADDITION. THE OWNER HEREBY RESERVES FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT, WITH THE CITY OF BROKEN ARROW'S APPROVAL, TO INSTALL, CONSTRUCT, ERECT AND MAINTAIN LANDSCAPING, SCREENING OR FENCES AND OTHER FACILITIES WITHIN RESERVE "A". SUCH INSTALLATION SHALL NOT INTERFERE WITH THE FLOW OF STORMWATER RUNOFF. THE OWNER SHALL CONVEY ALL RIGHT, TITLE AND INTEREST IN AND TO RESERVE "A" TO THE ASSOCIATION (AS DEFINED IN SECTION II BELOW). THE ASSOCIATION SHALL MAINTAIN RESERVE "A" IN ACCORDANCE WITH THE STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, THE COST OF WHICH SHALL BE BORNE BY SUCH LOT OWNERS, BY AND THROUGH THE ASSOCIATION.

- 2. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE "A" SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

- 3. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. SAID DETENTION FACILITIES SHALL BE MAINTAINED IN ACCORDANCE TO THE FOLLOWING STANDARDS:

- A. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF 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.

- 4. IN THE EVENT THE OWNER, THEIR SUCCESSORS AND ASSIGNS, SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, 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, THEIR SUCCESSORS AND ASSIGNS, IN THE EVENT THE OWNER, THEIR SUCCESSORS AND ASSIGNS, 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 EACH LOT WITHIN "METROPOLITAN STATION II", PROVIDED HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/16TH OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. MUTUAL ACCESS EASEMENT

THE OWNER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL NONEXCLUSIVE MUTUAL ACCESS EASEMENT FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN PASSAGE TO AND FROM LOT 1, BLOCK 1 TO AND FROM WEST KENOSHA STREET, ON, OVER AND ACROSS THE AREA DEPICTED ON THE ACCOMPANYING PLAT AS "MUTUAL ACCESS EASEMENT" AND ON OVER AND ACROSS SUCH DRIVES AS MAY FROM TIME TO TIME EXIST WITHIN THE LOT. WITHIN A LOT, THE OWNER OF THE LOT SHALL CONSTRUCT AND MAINTAIN THE DRIVES AS DEPICTED UPON THE DETAILED SITE PLAN SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION AS HEREINAFTER SET FORTH WITHIN SUBSECTION C OF SECTION II, PLANNED UNIT DEVELOPMENT.

H. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON 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.

SECTION II. PROPERTY OWNERS ASSOCIATION

A. PROPERTY OWNERS ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE LOT OWNERS WITHIN THE ADDITION (THE "ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING RESERVE "A" AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE ADDITION.

B. MEMBERSHIP APPURTENANT TO LOT OWNER

EVERY LOT OWNER IN THE ADDITION SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF ANY SUCH LOT. THE ACCEPTANCE OF A DEED TO ONE OR MORE LOTS SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION AS OF THE DATE OF RECORDING SUCH DEED.

C. ASSESSMENTS

EACH LOT OWNER WITHIN THE ADDITION SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF RESERVE "A", AND FOR SUCH OTHER PURPOSES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL, FROM TIME TO TIME, DETERMINE PURSUANT TO A SEPARATE DECLARATION OF COVENANTS AND CONDITIONS RECORDED OR TO BE RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK AND PURSUANT TO THE BY-LAWS OF THE ASSOCIATION.

D. ASSOCIATION BENEFICIARY OF COVENANTS

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL DEEM TO BE THE BENEFICIARY OF THE VARIOUS COVENANTS CONTAINED WITHIN THIS DEED OF DEDICATION WITH THE SAME EXTENT AS ALL OTHERS BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THE CITY OF BROKEN ARROW AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE ADDITION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "METROPOLITAN STATION II" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 179) AND PUD 179 WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON JULY 26, 2007 AND APPROVED BY THE BROKEN ARROW CITY COUNCIL ON AUGUST 20, 2007.

WHEREAS, OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF OWNER, IT'S SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INJURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO.

THEREFORE, OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON OWNER, ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE BY THE OWNER OF "METROPOLITAN STATION II" AND BY THE CITY OF BROKEN ARROW AS HEREINAFTER SET FORTH.

A. GENERAL STANDARDS

THE DEVELOPMENT OF "METROPOLITAN STATION II" SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE, AS SUCH PROVISIONS EXISTED JULY 26, 2007, OR AS MAY BE SUBSEQUENTLY AMENDED.

B. DEVELOPMENT STANDARDS

- 1. PERMITTED USES

THOSE USES INCLUDE AS A MATTER OF RIGHT IN C-2 PLANNED SHOPPING CENTER DISTRICT AND C-4 AUTOMOTIVE SALES AND SERVICE DISTRICT.

2. MAXIMUM BUILDING COVERAGE

THE MAXIMUM COVERAGE OF ANY BUILDING ON ANY LOT OR PARCEL OF LAND SHALL NOT EXCEED 30% OF THE NET LOT AREA.

3. MAXIMUM BUILDING FLOOR AREA

MAXIMUM FOR C-4 CLASSIFICATION 19,698 SF
TOTAL MAXIMUM 204,740 SF

4. ACCESS TO ABUTTING STREETS

THERE SHALL BE TWO ACCESS POINTS TO WEST KENOSHA STREET. WHERE THERE IS NO MEDIAN BARRIER IN THE ARTERIAL STREET, THE ACCESS POINTS SHALL EITHER ALIGN WITH ACCESS POINT ON THE OPPOSITE SIDE OF THE ARTERIAL STREET OR BE OFFSET BY 125 FEET OR MORE. ALL ACCESS POINTS SHALL BE LOCATED AT LEAST 200 FEET APART, CENTERLINE-TO-CENTERLINE. CROSS ACCESS FROM THE WEST SIDE OF THE PROPERTY TO THE EAST SIDE OF THE PROPERTY SHALL BE PERMITTED THROUGH A MUTUAL ACCESS EASEMENT.

5. MAXIMUM BUILDING HEIGHT

BUILDING HEIGHT SHALL COMPLY WITH ARTICLE VI, SECTION 16.4 OF CITY OF BROKEN ARROW ZONING ORDINANCE.

ARCHITECTURAL ELEMENTS AND BUSINESS LOGOS MAY EXCEED MAXIMUM BUILDING HEIGHT WITH SITE PLAN APPROVAL.

6. OFF-STREET PARKING

AS REQUIRED BY ARTICLE IV OF THE BROKEN ARROW ZONING CODE FOR THE PERMITTED USE.

7. MINIMUM BUILDING SETBACKS

FROM THE CENTERLINE OF NORTH ASPEN 120 FT
FROM THE CENTERLINE OF WEST KENOSHA 120 FT
FROM THE WEST BOUNDARY 30 FT
FROM THE NORTH BOUNDARY 30 FT
FROM PIPE LINE 50 FT

8. LANDSCAPING

LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH ARTICLE VIII, SECTION 19 OF THE BROKEN ARROW ZONING ORDINANCE. AT LEAST 10% OF THE NET LOT AREA OF EACH LOT SHALL BE LANDSCAPED OPEN SPACE. THE AMOUNT OF LANDSCAPE AREA SHALL BE CALCULATED AND SHOWN ON THE SITE PLAN SUBMITTED TO THE PLANNING COMMISSION.

9. VISUAL SCREENING

VISUAL SCREENING SHALL NOT BE REQUIRED.

10. SIGNS

SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE. THE AGGREGATE DISPLAY AREA OF ALL ROOF SIGNS, ALL WALL SIGNS, AND ALL PROJECTION SIGNS ON A LOT SHALL NOT EXCEED 3 SQUARE FEET PER EACH LINEAL FOOT OF THE FRONT BUILDING WALL OF THE BUILDING. FREESTANDING SIGNS ALONG KENOSHA STREET FRONTAGE SHALL HAVE DECORATIVE OR PLANKS TYPE BASES WITH NO EXPOSED POLES. HEIGHT OF PYLON SIGNS ON KENOSHA SHALL BE LIMITED TO 20 FEET.

ALL SIGNS, INCLUDING LOGOS, SHALL BE INSTALLED IN ACCORDANCE WITH THE ZONING ORDINANCE.

11. LIGHTING

ALL LIGHTING SHALL BE IN CONFORMANCE WITH CITY OF BROKEN ARROW ZONING ORDINANCES. ALL PARKING LOT LIGHTING AND BUILDING MOUNTED LIGHTS SHALL BE DIRECTED DOWNWARD AND AWAY FROM THE EXTERIOR BOUNDARIES OF THE METROPOLITAN STATION II. ALL EXTERIOR LIGHTS SHALL BE LOCATED OUTSIDE THE UTILITY EASEMENTS LOCATED ALONG WEST KENOSHA. LIGHT POLE LOCATION SHALL BE SHOWN ON THE SITE PLAN SUBMITTED TO THE PLANNING COMMISSION. THE DISTANCE FROM THE LIGHT FIXTURE TO THE PARKING LOT SURFACE SHALL NOT EXCEED 24 FEET IN HEIGHT. ALL EXTERIOR LIGHTS SHALL BE DESIGNED SO THAT NO LIGHT EXTENDS BEYOND THE PROPERTY LINES, AND LIGHTS ON LIGHT POLES WILL BE SHIELDED. LIGHT FIXTURES SHALL BE PARALLEL TO THE GROUND SURFACE. LIGHTING POLE DESIGN SHALL BE SUBMITTED TO AND APPROVED BY THE PLANNING DEPARTMENT PRIOR TO BUILDING PERMITS. LIGHTING FIXTURE AND FIXTURE ON A CANOPY SHALL BE DESIGNED SO THAT THE LIGHT FIXTURE IS NOT VISIBLE FROM ANY PUBLIC STREET.

12. BUILDING FACADES

THE BUILDING FACADES SHALL BE DESIGNED IN ACCORD WITH THE PROVISIONS ARTICLE VI, SECTION 17.9 OF THE BROKEN ARROW ZONING CODE.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS WHICH SHALL RUN WITH THE LAND AND WHICH SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS, GRANTEEES, LESSEES AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, "STREETS, EASEMENTS AND UTILITIES", ARE SET FORTH CERTAIN COVENANTS AND CERTAIN ENFORCEMENT RIGHTS PERTAINING THERETO AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, "STREETS, EASEMENTS AND UTILITIES" IF NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS, GRANTEEES, LESSEES OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, THE BENEFICIARIES OF THE COVENANTS, OR THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTION TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATION THEREOF.

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 AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL WHICH IS INTENDED TO BE SUBJECT TO SUCH COVENANT OR RESTRICTION AND APPROVED BY THE CITY OF BROKEN ARROW AND THE BROKEN ARROW PLANNING COMMISSION AND THE PROVISION OF SUCH INSTRUMENT SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

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 HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, CRESTA GOLD FUND, L. P., A DELAWARE LIMITED PARTNERSHIP, HAS EXECUTED THIS INSTRUMENT THE 16th DAY OF APRIL, 2008.

CRESTA GOLD FUND, L. P., A DELAWARE LIMITED PARTNERSHIP

BY: CRESTA DEVELOPMENT COMPANY, ITS GENERAL PARTNER

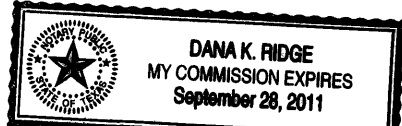
BY: MICHAEL G. SMITH, PRESIDENT

STATE OF TEXAS )
COUNTY OF DALLAS )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16th DAY OF APRIL, 2008, BY MICHAEL G. SMITH, AS PRESIDENT OF CRESTA DEVELOPMENT COMPANY, GENERAL PARTNER OF CRESTA GOLD FUND, L.P., A DELAWARE LIMITED PARTNERSHIP.

9-28-11
MY COMMISSION EXPIRES

Dana K. Ridge
NOTARY PUBLIC

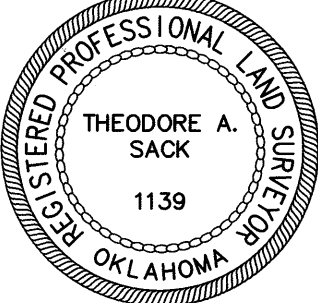


Certificate of Survey

I, THEODORE A. SACK, OF SACK AND 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 "METROPOLITAN STATION II", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA 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.

EXECUTED THIS 15TH DAY OF APRIL, 2008.

Theodore A. Sack
THEODORE A. SACK
REGISTERED PROFESSIONAL LAND SURVEYOR, OKLAHOMA NO. 1139

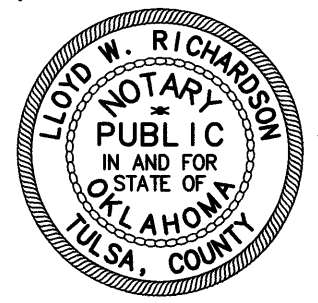


STATE OF OKLAHOMA )
COUNTY OF TULSA )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS 15TH DAY OF APRIL, 2008, BY THEODORE A. SACK.

AUGUST 26, 2009
MY COMMISSION EXPIRES

David W. Richardson
NOTARY PUBLIC



COMMISSION NO. 01012356

APPROVED 1-22-08 by the City Council of the City of Broken Arrow, Oklahoma.
By: Wade McCall Sr. Mayor
Attest: Mary E. Beyer City Clerk