

## PROJECT REPORT

DATE:	January 13, 2026
NAME	Janice Greco
ADDRESS / LOCATION	1709 E. Seattle Ct.
WATERSHED	Adams Creek
ESTIMATE	\$250,000
CASE NO.	26-003

### DESCRIPTION

The applicant is located in the Westwind Subdivision along a Tributary of Adams Creek, west of the Broken Arrow Highschool. The property is located downstream of the Shops at Broken Arrow and Lowes (Park at Adams Creek), east of Lynn Lane (9<sup>th</sup> Street) and south of Albany St. (61<sup>st</sup> Street). The Westwind subdivision was platted in 1982. Park at Adams Creek was platted in 2003.

The applicant states that she has owned the property for 40 years and the water has typically stayed within the banks of the creek when it rains. In the past 3 years, whenever it rains hard, she states it floods her yard. She says overtime the flood water has been creeping closer to her home.

The applicant's property is located in a FEMA 100-Year Floodplain and FEMA Floodway. Per the FEMA map, the limits of the floodplain encroach up to her house. The property adjacent to her where a majority of the floodplain resides is owned by the City of Broken Arrow.

The City cleaned out the boxes downstream on Albany Street when it was discovered that they were blocked with debris. The city has also cleared out some debris behind the applicant's property. This will help convey the water through the applicant's property.

The City of Broken Arrow owns Reserve F at Park at Adams Creek which is approximately 800 ft upstream of the applicant. This is the land east of Dick's Sporting Goods. Reserve F also functions as a regional detention pond. Staff has looked at the outfall structure and is concerned it is not functioning as designed. City Staff has designed a mitigation effort for the weir structure.

The applicant has also stated there is ponding on East Seattle Court, see attached picture. The ponding is located by a street inlet. City Staff will analyze the efficiency of the storm sewer system and reconstruct as necessary.

Staff is requesting \$250,000 to finalize the plans and for construction funds to reconstruct the weir structure in the Park at Adams Creek Reserve F to mitigate the stormwater flows that flow downstream to the applicant and possibly construct storm sewer improvements on E Seattle Court.

**BENEFIT**

Potential to decrease peak flows to several downstream property owners in the Windstream subdivision and at E. Reno St. and E. Albany St.

**RECOMMENDATION**

Staff recommends approval of \$250,000 to finalize the plans and for construction funds to reconstruct the weir structure in the Park at Adams Creek Reserve F and possibly construct storm sewer improvements on E Seattle Court.

**COMPLETED BY: Sarah Walters**

**DATE: 01/13/2026**

## Walters, Sarah

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**To:** Wilson, Patrick; Reed, David  
**Subject:** RE: \*NEW SUBMISSION\* Drainage Advisory Committee Project Application

**From:** BrokenArrowOK.gov webmaster <[webmaster@brokenarrowok.gov](mailto:webmaster@brokenarrowok.gov)>  
**Sent:** Tuesday, September 2, 2025 8:33 AM  
**To:** Wilson, Patrick <[PWilson@brokenarrowok.gov](mailto:PWilson@brokenarrowok.gov)>; Engineering & Stormwater <[engineering.stormwater@brokenarrowok.gov](mailto:engineering.stormwater@brokenarrowok.gov)>  
**Subject:** \*NEW SUBMISSION\* Drainage Advisory Committee Project Application

### Drainage Advisory Committee Project Application

**Submission #:** 4299713  
**IP Address:** 64.24.50.48  
**Submission Date:** 09/02/2025 8:33  
**Survey Time:** 18 minutes, 50 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

#### Owner Name

Janice Greco-Lucchina

#### Phone

(918) 691-3590

#### Email

[jtfan22@valornet.com](mailto:jtfan22@valornet.com)

#### Owner Mailing Address

1709 E. Seattle Ct.  
Broken Arrow, OK 74012

#### Address of Property with Drainage Problem

1709 E. Seattle Ct.  
Broken Arrow, OK

#### Location of Drainage Issue on Property

Adams Creek behind my home at 1709 E. Seattle Ct.

#### Description of Problem

I have owned my home for 40 years. In that time, Adams Creek (behind my home) has basically stayed within its banks, except for 1 or 2 times. In the past 3 years or so, whenever it rains hard, it floods my yard. This is partially due to part of the bank, which has eroded completely because there is a very large tree who's roots have worn away what was once the creek bank. Over time the flood water has been creeping closer and closer to the foundation of my home. The erosion has unlevelled the dirt around my trees amongst other issues. I am unable to load my photos (and videos) and am asking for someone to come visit so it can be seen in person and discussed. I have emailed multiple times and left several messages with Patrick Stewart, Tim Wilson & David Reinke since March, and never received a response. I am desperately looking for help with this matter before it gets any worse.

**Please attach photos depicting the Drainage Issue**

Thank you,  
**City of Broken Arrow**

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**This is an automated message generated by Granicus. Please do not reply directly to this email.**

# Aerial Map

E. Albany St. (61st Street)

Lynn Lane (N. 9th Street)

County Line Road (N. 193rd Street)

Broken Arrow Highschool

Applicant

Westwind Subdivision

1709 E 107th St

Reserve F

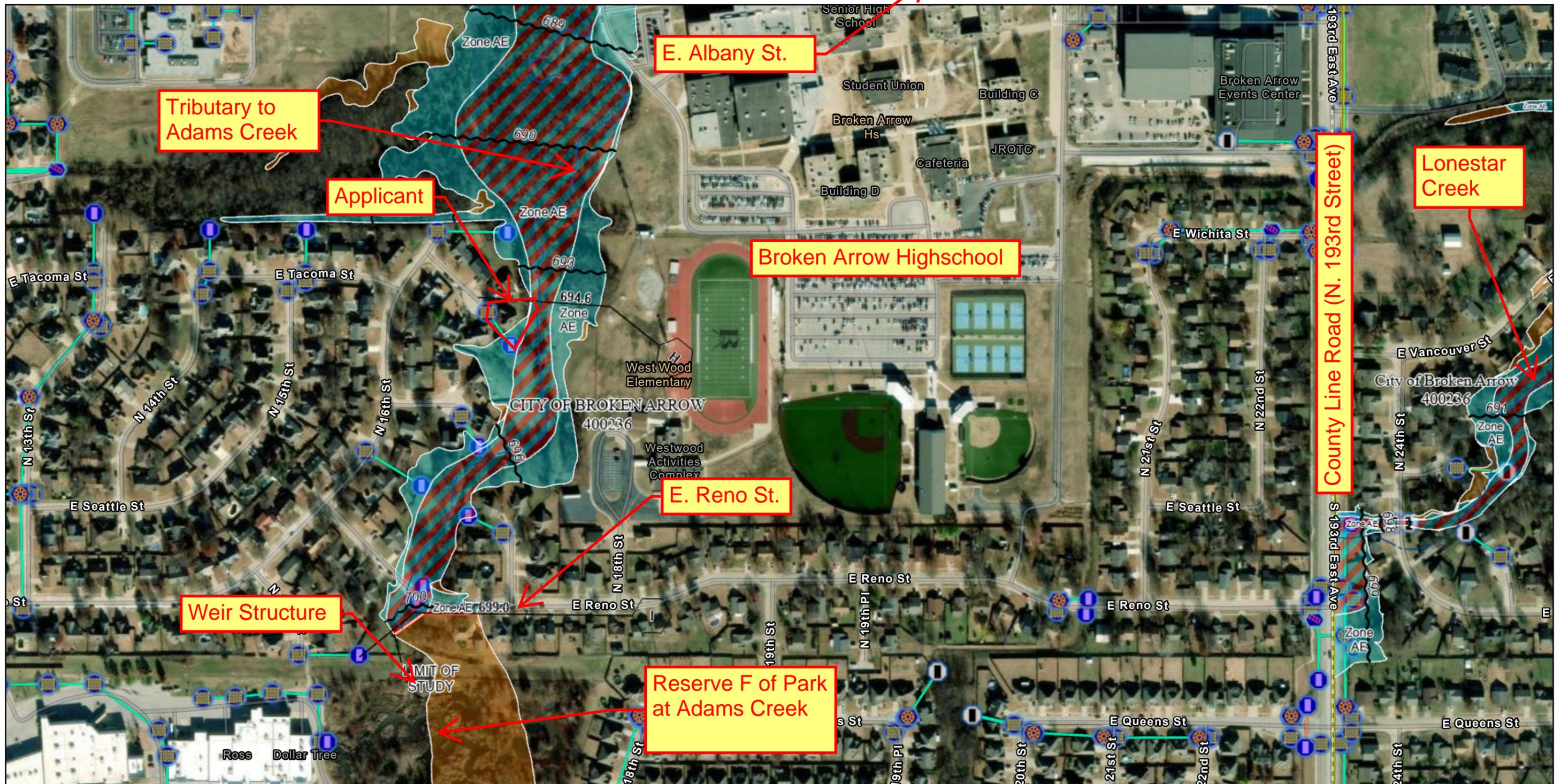
Weir Structure

Shops at Broken Arrow

Lowes



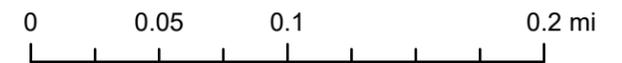
# Stormwater Utility Map



1/21/2026 11:59 AM

- |  |  |   |  |
|--|--|---|--|
| <ul style="list-style-type: none"> <li>Primary Frontal Dunes</li> </ul> <p><b>Flood Hazard Zones</b></p> <p><b>Zone Type</b></p> <ul style="list-style-type: none"> <li>1% Annual Chance Flood Hazard</li> <li>Regulatory Floodway</li> <li>Special Floodway</li> <li>Area of Undetermined Flood Hazard</li> </ul> | <ul style="list-style-type: none"> <li>0.2% Annual Chance Flood Hazard</li> <li>Future Conditions 1% Annual Chance Flood Hazard</li> <li>Area with Reduced Risk Due to Levee</li> <li>Area with Risk Due to Levee</li> </ul> <p><b>Flood Hazard Boundaries</b></p> <p><b>Line Type</b></p> <ul style="list-style-type: none"> <li>Limit Lines</li> <li>SFHA / Flood Zone Boundary</li> <li>Flowage Easement Boundary</li> <li>Limit of Moderate Wave Action</li> <li>River Mile Markers</li> </ul> | <p><b>General Structures</b></p> <p><b>Structure Type</b></p> <ul style="list-style-type: none"> <li>Flood Structure</li> <li>Bridge</li> <li>Dam, Weir, Jetty</li> <li>Other Structures</li> <li>Transect Baselines</li> <li>Coastal Transects</li> <li>Levees</li> <li>Base Flood Elevations</li> </ul> | <ul style="list-style-type: none"> <li>Cross-Profile</li> <li>Political</li> </ul> <p><b>LOMRs</b></p> <p><b>Status</b></p> <ul style="list-style-type: none"> <li>Effective</li> </ul> <p><b>Culvert</b></p> <ul style="list-style-type: none"> <li>Unknown</li> <li>Pipe</li> <li>Pipe Arch</li> </ul> |
|--|--|---|--|

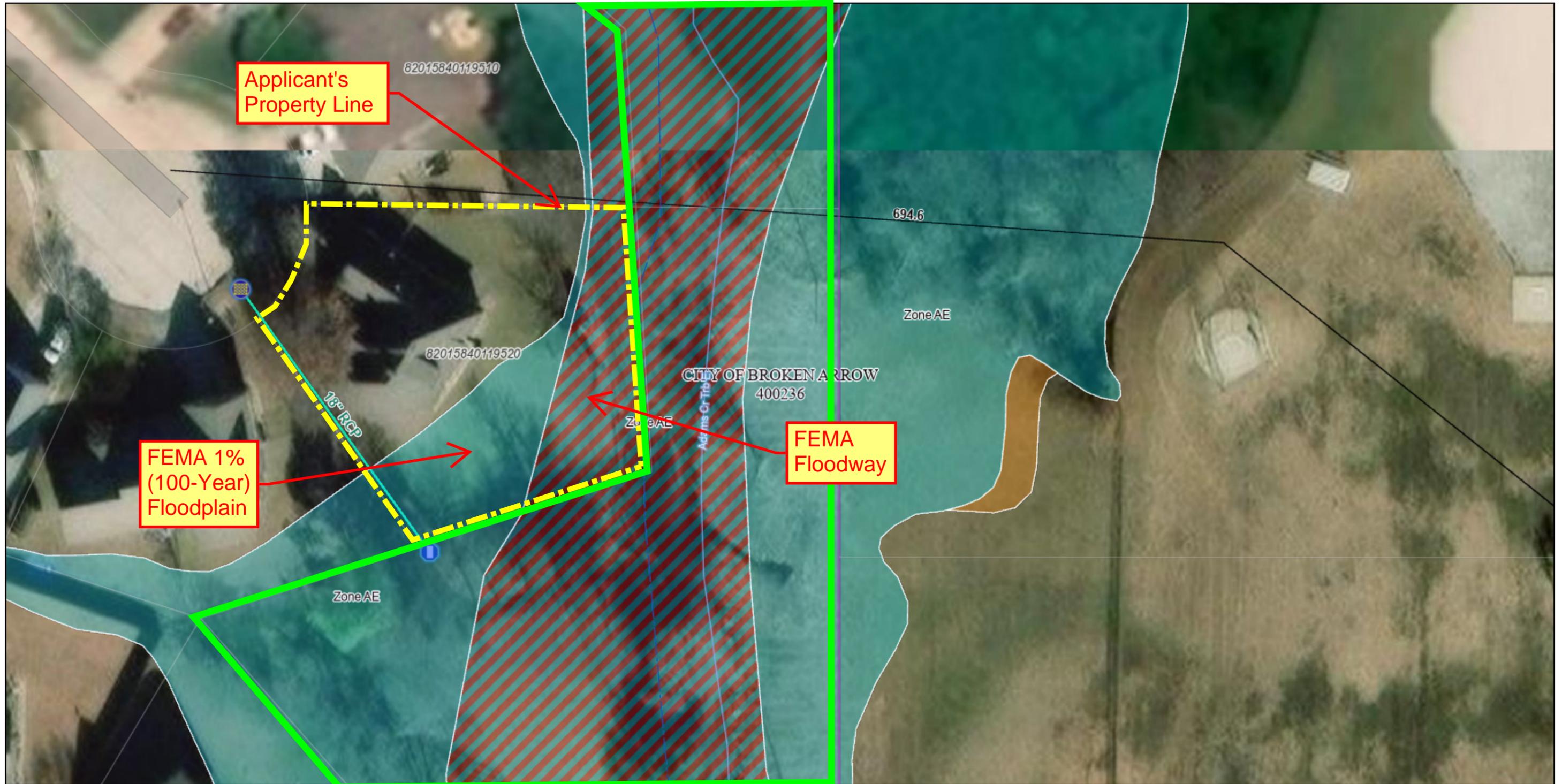
This map's utility information is for general purposes only. The City of Broken Arrow makes no warranties regarding its accuracy, completeness, or reliability. Use of this information is at risk.



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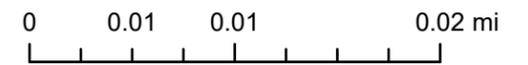
# Stormwater Utility Map



1/21/2026 12:06 PM

- |   |   |  |   |  |
|---|---|--|---|--|
| <ul style="list-style-type: none"> <li> Fenceline</li> <li> City Limits</li> <li> Streams</li> <li> SubDivisions</li> <li> Parcels (INCOG)</li> <li> Primary Frontal Dunes</li> </ul> | <ul style="list-style-type: none"> <li> Regulatory Floodway</li> <li> Special Floodway</li> <li> Area of Undetermined Flood Hazard</li> <li> 0.2% Annual Chance Flood Hazard</li> <li> Future Conditions 1% Annual Chance Flood Hazard</li> <li> Area with Reduced Risk Due to Levee</li> <li> Area with Risk Due to Levee</li> </ul> | <p><b>Flood Hazard Boundaries</b></p> <p><b>Line Type</b></p> <ul style="list-style-type: none"> <li> Limit Lines</li> <li> SFHA / Flood Zone Boundary</li> <li> Flowage Easement Boundary</li> <li> Limit of Moderate Wave Action</li> <li> River Mile Markers</li> </ul> | <p><b>General Structures</b></p> <p><b>Structure Type</b></p> <ul style="list-style-type: none"> <li> Flood Structure</li> <li> Bridge</li> <li> Dam, Weir, Jetty</li> <li> Other Structures</li> <li> Transect Baselines</li> <li> Coastal Transects</li> <li> Levees</li> <li> Base Flood Elevations</li> </ul> | <ul style="list-style-type: none"> <li> Cross-Profile</li> <li> Political</li> </ul> <p><b>LOMRs</b></p> <p><b>Status</b></p> <ul style="list-style-type: none"> <li> Effective</li> </ul> <p><b>Culvert</b></p> <ul style="list-style-type: none"> <li> Unknown</li> <li> Pipe</li> <li> Pipe Arch</li> </ul> |
|---|---|--|---|--|

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Community Maps Contributors, City of Tulsa,  
Missouri Dept. of Conservation, Missouri  
DNR, Texas Parks & Wildlife, ©



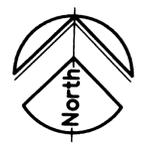




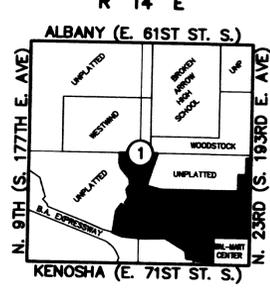
**CERTIFICATE**  
 I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$ 296.00 per trust receipt no. 4187 to be applied to 20 03 taxes. This certificate is NOT to be construed as payment of 20 03 taxes in full but is given in order that this plat may be filed on record. 20 03 taxes may exceed the amount of the security deposit.

Date January 16, 2003  
 Dennis Semler  
 Tulsa County Treasurer  
 By: *[Signature]*  
 Deputy

APPROVED *[Signature]* by the City Council of the City of Broken Arrow, Oklahoma.  
 Mayor *[Signature]*  
 Attest: City Clerk 1-9-03



ACC = ACCESS PERMITTED  
 LNA = LIMITS OF NO ACCESS  
 B/L = BUILDING LINE  
 U/E = UTILITY EASEMENT  
 MAE = MUTUAL ACCESS EASEMENT  
 ESMT = EASEMENT  
 ODE = OVERLAND DRAINAGE ESMT (BK., PG.) = BOOK & PAGE  
 ● = IRON PIN SET



**Location Map**  
 SCALE: 1"=2000'  
 SUBDIVISION CONTAINS FIVE(5) LOTS IN THREE(3) BLOCKS AND SEVEN(7) RESERVES  
 GROSS SUBDIVISION AREA: 109.447 ACRES  
**Benchmark**  
 BRASS CAP AT THE INTERSECTION OF EAST 71st STREET SOUTH AND SOUTH 193rd EAST AVENUE.  
 ELEVATION= 734.90 (NGVD)

# Amended Plat of The Park AT ADAM'S CREEK - PHASE 1

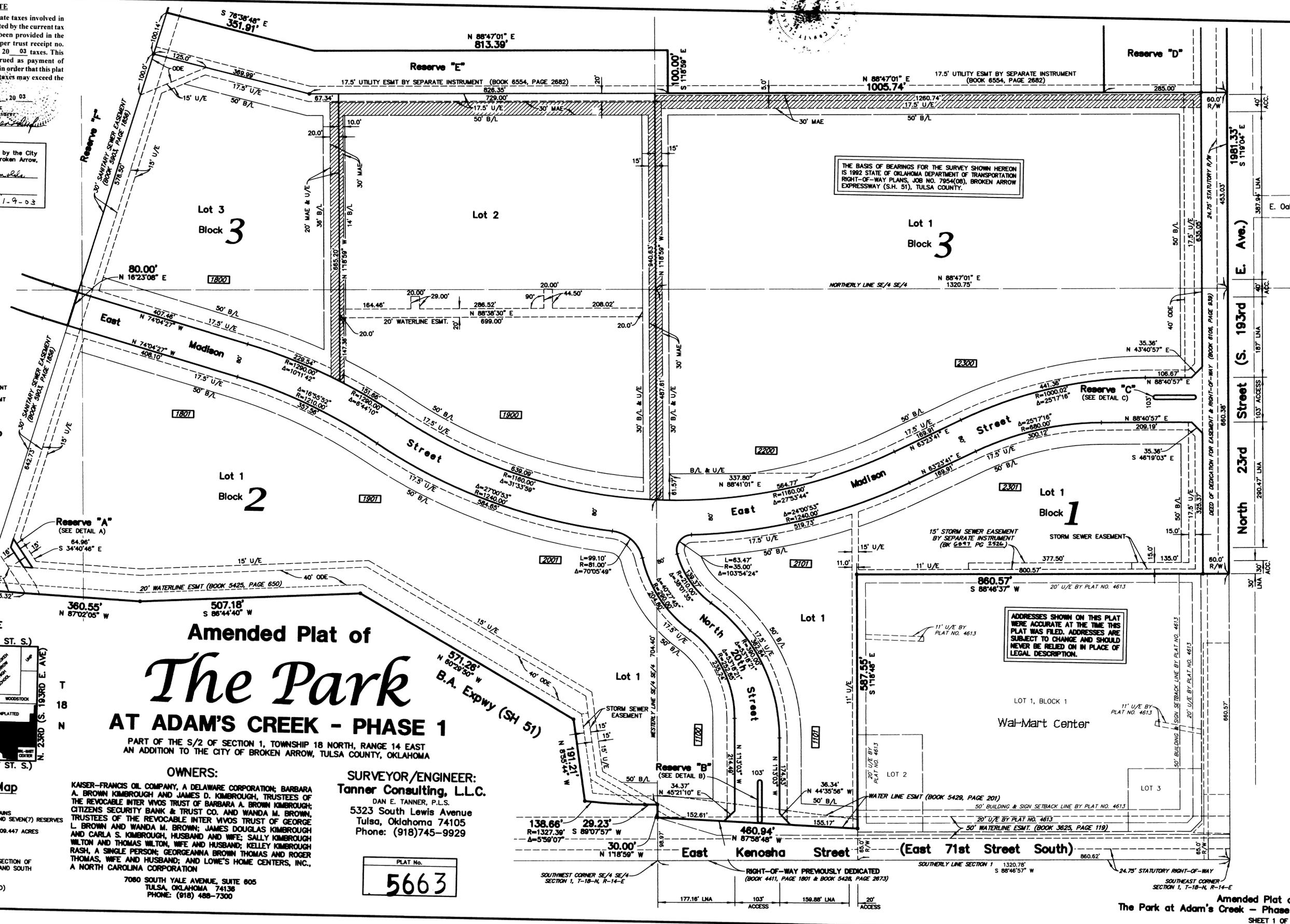
PART OF THE S/2 OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 14 EAST AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

**OWNERS:**  
 KAISER-FRANCIS OIL COMPANY, A DELAWARE CORPORATION; BARBARA A. BROWN KIMBROUGH AND JAMES D. KIMBROUGH, TRUSTEES OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH; CITIZENS SECURITY BANK & TRUST CO. AND WANDA M. BROWN, TRUSTEES OF THE REVOCABLE INTER VIVOS TRUST OF GEORGE L. BROWN AND WANDA M. BROWN; JAMES DOUGLAS KIMBROUGH AND CARLA S. KIMBROUGH, HUSBAND AND WIFE; SALLY KIMBROUGH WILTON AND THOMAS WILTON, WIFE AND HUSBAND; KELLEY KIMBROUGH RASH, A SINGLE PERSON; GEORGEANNA BROWN THOMAS AND ROGER THOMAS, WIFE AND HUSBAND; AND LOWE'S HOME CENTERS, INC., A NORTH CAROLINA CORPORATION

7060 SOUTH YALE AVENUE, SUITE 805  
 TULSA, OKLAHOMA 74136  
 PHONE: (918) 488-7300

**SURVEYOR/ENGINEER:**  
 Tanner Consulting, L.L.C.  
 DAN E. TANNER, P.L.S.  
 5323 South Lewis Avenue  
 Tulsa, Oklahoma 74105  
 Phone: (918)745-9929

PLAT No. **5663**





Amended Plat of  
**The Park**  
AT ADAM'S CREEK - PHASE 1

APPROVED 11-21-07 by the City  
Council of the City of Broken Arrow,  
Oklahoma.  
*James C. Reynolds*  
Mayor  
*Ernest Ray*  
Attest: City Clerk 11-9-07

**Deed of Dedication**

KNOW ALL MEN BY THESE PRESENTS:

KAISER-FRANCIS OIL COMPANY, A DELAWARE CORPORATION; BARBARA A. BROWN KIMBROUGH AND JAMES D. KIMBROUGH, TRUSTEES OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH UNDER AGREEMENT DATED OCTOBER 29, 1997; CITIZENS SECURITY BANK & TRUST CO. AND WANDA M. BROWN, TRUSTEES OF THE REVOCABLE INTER VIVOS TRUST OF GEORGE L. BROWN AND WANDA M. BROWN, DATED DECEMBER 8, 1993; JAMES DOUGLAS KIMBROUGH AND CARLA S. KIMBROUGH, HUSBAND AND WIFE; SALLY KIMBROUGH WILTON AND THOMAS WILTON, WIFE AND HUSBAND; KELLEY KIMBROUGH RASH, A SINGLE PERSON; GEORGEANNA BROWN THOMAS AND ROGER THOMAS, WIFE AND HUSBAND, AND LOWE'S HOME CENTERS, INC., A NORTH CAROLINA CORPORATION, (HEREINAFTER THE "OWNER/DEVELOPERS"), ARE THE OWNERS OF THE FOLLOWING-DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

KAISER-FRANCIS OIL COMPANY PROPERTY ("KAISER-FRANCIS PARCEL");

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID S/2, THENCE SOUTH 88°46'57" WEST AND ALONG THE SOUTHERLY LINE OF THE S/2, FOR A DISTANCE OF 1320.78 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE4 SE4) OF SECTION 1; THENCE NORTH 1°18'59" WEST ALONG THE WESTERLY LINE OF SAID SE4 SE4, FOR A DISTANCE OF 128.97 FEET TO A POINT OF INTERSECTION WITH THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 51, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING SIX(6) COURSES: SOUTH 89°07'57" WEST FOR A DISTANCE OF 29.23 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A 1,327.39 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 5°59'07"; FOR AN ARC DISTANCE OF 138.86 FEET TO A POINT; THENCE NORTH 8°29'50" WEST FOR A DISTANCE OF 191.21 FEET TO A POINT; THENCE SOUTH 80°29'50" WEST FOR A DISTANCE OF 571.28 FEET TO A POINT; THENCE SOUTH 89°44'40" WEST FOR A DISTANCE OF 507.18 FEET TO A POINT; THENCE NORTH 8°02'05" WEST FOR A DISTANCE OF 380.55 FEET TO A POINT; THENCE NORTH 16°23'08" EAST FOR A DISTANCE OF 1,301.23 FEET TO A POINT; THENCE SOUTH 76°38'48" EAST FOR A DISTANCE OF 369.99 FEET TO A POINT; THENCE NORTH 88°47'01" EAST AND PARALLEL WITH THE NORTHERLY LINE OF THE S/2, FOR A DISTANCE OF 2,117.08 FEET TO A POINT ON THE EASTERLY LINE THEREOF; THENCE SOUTH 1°19'04" EAST AND ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 146.82 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER SAID SE4 SE4; THENCE SOUTH 88°47'01" WEST AND ALONG THE NORTHERLY LINE OF THE SE4 SE4, FOR A DISTANCE OF 1320.75 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER THEREOF; THENCE SOUTH 1°18'59" EAST AND ALONG THE WESTERLY LINE OF THE SE4 SE4, FOR A DISTANCE OF 1192.01 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A TRACT OF LAND BEING PART OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID W/2 SE4, SAID CORNER BEING SOUTH 88°46'57" WEST A DISTANCE OF 1320.78 FEET FROM THE SOUTHEAST CORNER OF SAID SE4; THENCE NORTH 1°18'59" WEST ALONG THE EASTERLY LINE OF THE W/2 SE4, FOR A DISTANCE OF 833.37 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY AND NORTHWESTERLY ALONG A 1160.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 88°42'35" WEST, A CENTRAL ANGLE OF 31°33'59". FOR AN ARC DISTANCE OF 639.89 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING NORTHWESTERLY ALONG A 1290.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 6°44'10", FOR AN ARC DISTANCE OF 151.86 FEET TO A POINT; THENCE NORTH 1°18'59" WEST AND PARALLEL WITH SAID EASTERLY LINE, FOR A DISTANCE OF 665.20 FEET TO A POINT; THENCE NORTH 1°18'59" WEST AND PARALLEL WITH THE NORTHERLY LINE OF THE NE4 SE4, FOR A DISTANCE OF 729.00 FEET TO A POINT ON SAID EASTERLY LINE; THENCE SOUTH 1°18'59" EAST ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 940.63 FEET TO THE POINT OF BEGINNING.

SAID TRACT PRESENTLY KNOWN AS LOT TWO (2), BLOCK THREE (3), THE PARK AT ADAM'S CREEK - PHASE 1, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5542).

SAID TRACT CONTAINING 1,752,849 SQUARE FEET, OR 40.240 ACRES.

AND A TRACT OF LAND THAT IS PART OF THE SOUTH HALF (S/2) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID S/2, THENCE SOUTH 88°47'04" WEST ALONG THE NORTHERLY LINE OF THE S/2, FOR A DISTANCE OF 2227.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 16°23'08" WEST FOR A DISTANCE OF 1391.45 FEET; THENCE NORTH 74°04'27" WEST FOR A DISTANCE OF 60.46 FEET TO A POINT OF CURVATURE; THENCE ALONG A 1160.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 14°09'00"; FOR AN ARC DISTANCE OF 286.48 FEET; THENCE NORTH 30°04'32" EAST FOR A DISTANCE OF 146.82 FEET; THENCE NORTH 16°19'09" WEST FOR A DISTANCE OF 198.78 FEET; THENCE NORTH 33°19'23" EAST FOR A DISTANCE OF 154.22 FEET; THENCE NORTH 11°36'05" WEST FOR A DISTANCE OF 151.83 FEET; THENCE NORTH 41°30'35" WEST FOR A DISTANCE OF 308.09 FEET; THENCE NORTH 22°58'51" WEST FOR A DISTANCE OF 122.19 FEET; THENCE NORTH 1°12'56" WEST FOR A DISTANCE OF 250.99 FEET TO A POINT ON THE NORTHERLY LINE OF THE S/2; THENCE NORTH 88°47'04" EAST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 898.58 FEET TO THE POINT OF BEGINNING.

AND A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1, THENCE SOUTH 88°46'57" WEST ALONG THE SOUTHERLY LINE OF SECTION 1, FOR A DISTANCE OF 2641.56 FEET TO THE SOUTHEAST CORNER OF SAID SW/4; THENCE NORTH 1°18'54" WEST ALONG THE EASTERLY LINE OF THE SW/4, FOR A DISTANCE OF 610.04 FEET TO A POINT ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF THE BROKEN ARROW EXPRESSWAY (STATE HIGHWAY 51); THENCE NORTH 87°02'05" WEST ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 229.81 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING NORTH 87°02'05" WEST ALONG THE RIGHT-OF-WAY LINE, FOR A DISTANCE OF 155.89 FEET; THENCE NORTH 89°48'58" WEST AND CONTINUING ALONG THE RIGHT-OF-WAY LINE, FOR A DISTANCE OF 238.87 FEET; THENCE NORTH 6°15'22" EAST FOR A DISTANCE OF 523.18 FEET; THENCE NORTH 32°55'54" EAST FOR A DISTANCE OF 207.48 FEET; THENCE ALONG A 1240.00 FOOT RADIUS CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 57°04'08" EAST, A CENTRAL ANGLE OF 17°00'21"; FOR AN ARC DISTANCE OF 368.04 FEET TO A POINT OF TANGENCY; THENCE SOUTH 74°04'27" EAST FOR A DISTANCE OF 59.81 FEET; THENCE SOUTH 16°23'08" WEST FOR A DISTANCE OF 642.73 FEET TO THE POINT OF BEGINNING.

AND A 100.00 FOOT WIDE STRIP OF LAND THAT IS PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE4; THENCE NORTH 1°19'04" WEST ALONG THE EASTERLY LINE OF THE SE4, FOR A DISTANCE OF 1773.99 FEET; THENCE SOUTH 88°47'01" WEST AND PARALLEL WITH THE SOUTHERLY LINE OF THE N/2 SE4, FOR A DISTANCE 1290.74 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°47'01" WEST AND PARALLEL WITH SAID SOUTHERLY LINE, FOR A DISTANCE OF 826.35 FEET; THENCE NORTH 76°38'48" WEST FOR A DISTANCE OF 369.99 FEET; THENCE NORTH 16°23'08" EAST FOR A DISTANCE OF 100.14 FEET; THENCE SOUTH 76°38'48" EAST FOR A DISTANCE OF 351.91 FEET; THENCE NORTH 88°47'01" EAST AND PARALLEL WITH THE SOUTHERLY LINE, FOR A DISTANCE OF 813.39 FEET; THENCE SOUTH 1°18'59" EAST FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

AND A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE4 SE4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NE4 SE4; THENCE SOUTH 1°19'04" EAST AND ALONG THE EASTERLY LINE OF THE NE4 SE4, FOR A DISTANCE OF 867.92 FEET; THENCE SOUTH 88°47'01" WEST AND PARALLEL WITH THE SOUTHERLY LINE OF THE NORTH HALF (N/2) OF SAID SE4, FOR A DISTANCE OF 285.00 FEET; THENCE NORTH 1°19'04" WEST AND PARALLEL WITH SAID EASTERLY LINE, FOR A DISTANCE OF 400.00 FEET; THENCE NORTH 88°47'01" EAST AND PARALLEL WITH SAID SOUTHERLY LINE, FOR A DISTANCE OF 225.00 FEET; THENCE NORTH 1°19'04" WEST AND PARALLEL WITH THE EASTERLY LINE, FOR A DISTANCE OF 467.92 FEET TO A POINT ON THE NORTHERLY LINE OF THE NE4 SE4; THENCE NORTH 88°47'04" EAST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

BARBARA A. BROWN KIMBROUGH AND JAMES D. KIMBROUGH, TRUSTEES OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH UNDER AGREEMENT DATED OCTOBER 29, 1997; CITIZENS SECURITY BANK AND TRUST CO. AND WANDA M. BROWN, TRUSTEES OF THE REVOCABLE INTER VIVOS TRUST OF GEORGE L. BROWN AND WANDA M. BROWN, DATED DECEMBER 8, 1993; JAMES DOUGLAS KIMBROUGH AND CARLA S. KIMBROUGH, HUSBAND AND WIFE; SALLY KIMBROUGH WILTON AND THOMAS WILTON, WIFE AND HUSBAND; KELLEY KIMBROUGH RASH, A SINGLE PERSON; AND GEORGEANNA BROWN THOMAS AND ROGER THOMAS, WIFE AND HUSBAND, PROPERTY ("KIMBROUGH PARCEL");

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE4 SE4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SE4 SE4; THENCE NORTH 1°18'59" WEST ALONG THE WESTERLY LINE OF THE SE4 SE4, FOR A DISTANCE OF 98.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1°18'59" WEST ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 1222.01 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE SE4 SE4; THENCE NORTH 88°47'01" EAST ALONG THE NORTHERLY LINE OF THE SE4 SE4, FOR A DISTANCE OF 1320.75 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID SE4 SE4; THENCE SOUTH 1°19'04" EAST ALONG THE EASTERLY LINE OF THE SE4 SE4, FOR A DISTANCE OF 860.38 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERLY LINE WITH THE EXTENSION OF THE NORTHERLY LINE OF LOT ONE (1), BLOCK ONE (1), "WAL-MART CENTER", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4613); THENCE SOUTH 88°46'37" WEST ALONG SAID NORTHERLY LINE AND EXTENSION THEREOF, FOR A DISTANCE OF 860.57 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID BLOCK ONE (1); THENCE NORTH 1°18'59" EAST ALONG THE WESTERLY LINE OF BLOCK ONE (1), FOR A DISTANCE OF 587.55 FEET TO A POINT ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST KENOSHA STREET; THENCE NORTH 87°58'48" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 460.94 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,136,874 SQUARE FEET, OR 26.094 ACRES.

LOWE'S HOME CENTERS, INC. PROPERTY ("LOWE'S PARCEL");

A TRACT OF LAND BEING PART OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE

OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID W/2 SE4, SAID CORNER BEING SOUTH 88°46'57" WEST A DISTANCE OF 1320.78 FEET FROM THE SOUTHEAST CORNER OF SAID SE4; THENCE NORTH 1°18'59" WEST ALONG THE EASTERLY LINE OF THE W/2 SE4, FOR A DISTANCE OF 833.37 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY AND NORTHWESTERLY ALONG A 1160.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 88°42'35" WEST, A CENTRAL ANGLE OF 31°33'59". FOR AN ARC DISTANCE OF 639.89 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING NORTHWESTERLY ALONG A 1290.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 6°44'10", FOR AN ARC DISTANCE OF 151.86 FEET TO A POINT; THENCE NORTH 1°18'59" WEST AND PARALLEL WITH SAID EASTERLY LINE, FOR A DISTANCE OF 665.20 FEET TO A POINT; THENCE NORTH 88°47'01" EAST FOR A DISTANCE OF 729.00 FEET TO A POINT ON SAID EASTERLY LINE; THENCE SOUTH 1°18'59" EAST ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 940.63 FEET TO THE POINT OF BEGINNING.

SAID TRACT PRESENTLY KNOWN AS LOT TWO (2), BLOCK THREE (3), THE PARK AT ADAM'S CREEK - PHASE 1, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5542).

SAID TRACT CONTAINING 613,853 SQUARE FEET, OR 14.092 ACRES;

THE KAISER-FRANCIS PARCEL, THE KIMBROUGH PARCEL AND THE LOWE'S PARCEL COMBINE TO CONSTITUTE A PARCEL DESCRIBED AS FOLLOWS ("SUBDIVISION PARCEL");

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID S/2; THENCE NORTH 1°19'04" WEST ALONG THE EASTERLY LINE OF THE S/2, FOR A DISTANCE OF 860.57 FEET TO THE POINT OF BEGINNING; SAID POINT BEING THE INTERSECTION OF SAID EASTERLY LINE WITH THE EXTENSION OF THE NORTHERLY LINE OF LOT ONE (1), BLOCK ONE (1), "WAL-MART CENTER, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4613); THENCE SOUTH 88°46'37" WEST ALONG SAID EXTENSION AND SAID NORTHERLY LINE, FOR A DISTANCE OF 860.57 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 1°18'48" EAST AND ALONG THE WESTERLY LINE OF LOT 1, FOR A DISTANCE OF 587.55 FEET TO A POINT ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST KENOSHA STREET; THENCE NORTH 87°58'48" WEST AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 460.94 FEET TO A POINT OF INTERSECTION WITH THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 51; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING NINE (9) COURSES: NORTH 1°18'59" WEST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 89°07'57" WEST FOR A DISTANCE OF 29.23 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A 1,327.39 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 5°59'07"; FOR AN ARC DISTANCE OF 138.86 FEET TO A POINT; THENCE NORTH 8°29'50" WEST FOR A DISTANCE OF 191.21 FEET TO A POINT; THENCE SOUTH 80°29'50" WEST FOR A DISTANCE OF 571.28 FEET TO A POINT; THENCE SOUTH 88°44'40" WEST FOR A DISTANCE OF 507.18 FEET TO A POINT; THENCE NORTH 87°02'05" WEST FOR A DISTANCE OF 380.55 FEET TO A POINT; THENCE NORTH 16°23'08" EAST FOR A DISTANCE OF 1,301.23 FEET TO A POINT; THENCE SOUTH 76°38'48" EAST FOR A DISTANCE OF 369.99 FEET TO A POINT; THENCE NORTH 88°47'01" EAST AND PARALLEL WITH THE NORTHERLY LINE OF THE S/2, FOR A DISTANCE OF 2,117.08 FEET TO A POINT ON THE EASTERLY LINE OF THE S/2; THENCE SOUTH 1°18'59" WEST AND ALONG THE WESTERLY LINE OF THE S/2, FOR A DISTANCE OF 1192.01 FEET TO THE POINT OF BEGINNING.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SE4 SE4; THENCE NORTH 1°18'59" WEST ALONG THE WESTERLY LINE OF THE SE4 SE4, FOR A DISTANCE OF 98.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1°18'59" WEST ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 1222.01 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE SE4 SE4; THENCE NORTH 88°47'01" EAST ALONG THE NORTHERLY LINE OF THE SE4 SE4, FOR A DISTANCE OF 1320.75 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID SE4 SE4; THENCE SOUTH 1°19'04" EAST ALONG THE EASTERLY LINE OF THE SE4 SE4, FOR A DISTANCE OF 860.38 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERLY LINE WITH THE EXTENSION OF THE NORTHERLY LINE OF LOT ONE (1), BLOCK ONE (1), "WAL-MART CENTER", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4613); THENCE SOUTH 88°46'37" WEST ALONG SAID NORTHERLY LINE AND EXTENSION THEREOF, FOR A DISTANCE OF 860.57 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID BLOCK ONE (1); THENCE NORTH 1°18'59" EAST ALONG THE WESTERLY LINE OF BLOCK ONE (1), FOR A DISTANCE OF 587.55 FEET TO A POINT ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST KENOSHA STREET; THENCE NORTH 87°58'48" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 460.94 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 4,767,504 SQUARE FEET, OR 109.447 ACRES.

THE OWNER/DEVELOPERS HAVE CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVES AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "THE AMENDED PLAT OF THE PARK AT ADAM'S CREEK - PHASE 1", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "THE PARK AT ADAM'S CREEK - PHASE 1"), FOR THE PURPOSES OF AMENDING THE PLAT OF THE PARK AT ADAM'S CREEK - PHASE 1, RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK AS PLAT NO. 5542, TO INCLUDE IN SAID PLAT THOSE AREAS DESIGNATED HEREON AS RESERVES "D", "E", "F" AND "G" AND TO DEDICATE TO THE PUBLIC ADDITIONAL RIGHT-OF-WAY FOR NORTH 23<sup>RD</sup> STREET.

**SECTION I. STREETS, EASEMENTS AND UTILITIES**

**A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS.**

THE OWNER/DEVELOPERS DO HEREBY DEDICATE FOR PUBLIC USE, THE STREETS AS DEPICTED ON THE PLAT, AND DOES FURTHER DEDICATE FOR THE PUBLIC USE THE GENERAL UTILITY EASEMENTS AS DEPICTED ON THE PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTION, 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 VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER/DEVELOPERS HEREBY RESERVE THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER/DEVELOPERS FURTHER RESERVE THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS, PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NONOBSTRUCTING UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE.

**B. IMPROVEMENTS.**

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY BE LOCATED ALONG THE NORTH AND WEST PERIMETER BOUNDARIES OF BLOCK THREE (3) OF THE SUBDIVISION AND THE WEST PERIMETER BOUNDARY OF BLOCK TWO (2) OF THE SUBDIVISION AND THE EAST PERIMETER BOUNDARY OF BLOCK ONE (1) OF THE SUBDIVISION ADJACENT TO BLOCK ONE (1), "WAL-MART CENTER", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. IF LOCATED WITHIN THE PUBLIC STREET AND UTILITY EASEMENTS, STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND PUBLIC STREETS AS DEPICTED ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT-WAYS.

2. UNDERGROUND SERVICE CABLES 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 THE STRUCTURE AS MAY BE LOCATED UPON A LOT PROVIDED, THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE 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 SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL THE EASEMENT-WAYS DEPICTED ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND ELECTRIC OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE SERVICE.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH ELECTRIC, NATURAL GAS, TELEPHONE OR CABLE TELEVISION 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 SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIER OR SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

**C. WATER AND SEWER SERVICE.**

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE EXISTING FACILITIES AND LANDSCAPING OR THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED, WITHIN THE UTILITY EASEMENTS, 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 APERTURE, INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF BROKEN ARROW, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE LOT OWNER'S EXPENSE.

3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND 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. THE CITY OF BROKEN ARROW 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 WATER OR SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW 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. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION 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. STORM SEWER AND STORM SEWER EASEMENTS.**

1. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO THE STORM SEWER EASEMENTS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING AND REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.

2. NO FENCE, WALL, OR BUILDING WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN A STORM SEWER EASEMENT, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER SYSTEM SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

4. THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

**F. MUTUAL ACCESS EASEMENT.**

MUTUAL ACCESS SHALL BE PROVIDED BETWEEN AREAS DESIGNATED ON THIS PLAT AS MUTUAL ACCESS EASEMENT AND ADJOINING PROPERTY, WHETHER DEVELOPED OR UNDEVELOPED.

**G. RESERVE AREAS.**

1. THE OWNER/DEVELOPERS DO HEREBY DESIGNATE RESERVE "A", "B" AND "C"; AS DEPICTED ON THE ACCOMPANYING DEVELOPERS PLAT FOR THE PURPOSES OF LANDSCAPING AND SIGNAGE RELATED TO THE SUBDIVISION, AND HEREBY DEDICATE, GRANT AND CONVEY SAID RESERVE AREAS TO THE PARK AT ADAM'S CREEK PROPERTY OWNERS' ASSOCIATION FOR THE USES AND PURPOSES SET FORTH HEREIN. THE OWNER/DEVELOPERS RESERVE FOR THEMSELVES AND THEIR SUCCESSORS, THE RIGHT TO INSTALL, CONSTRUCT, ERECT AND MAINTAIN SIGNAGE, LANDSCAPING AND OTHER FACILITIES WITHIN SAID RESERVE AREAS. THE PARK AT ADAM'S CREEK PROPERTY OWNERS' ASSOCIATION SHALL MAINTAIN SAID AREA AND FACILITIES, THE COST OF WHICH SHALL BE BORNE BY THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION THROUGH ASSESSMENTS THEREOF LEVIED BY AND PAID TO THE PARK AT ADAM'S CREEK PROPERTY OWNERS' ASSOCIATION.

2. THE OWNER/DEVELOPERS DO HEREBY DESIGNATE RESERVES "D", "E", "F" AND "G" AS DEPICTED ON THE ACCOMPANYING DEVELOPERS PLAT, FOR THE COMMON USE AND BENEFIT OF THE VARIOUS LOTS WITHIN THE SUBDIVISION, OTHER PROPERTIES OUTSIDE THE SUBDIVISION OWNED BY DEVELOPERS AND LOT ONE (1), BLOCK ONE (1) "WAL-MART CENTER" FOR THE PURPOSES OF CONSTRUCTING AND MAINTAINING STORM WATER OVERLAND DRAINAGE AND DETENTION FACILITIES AND DO HEREBY DEDICATE, GRANT AND CONVEY SAID RESERVE AREAS TO THE PARK AT ADAM'S CREEK PROPERTY OWNERS ASSOCIATION FOR THE USES AND PURPOSES SET FORTH HEREIN. THE OWNER/DEVELOPERS RESERVE FOR THEMSELVES AND THEIR SUCCESSOR, THE RIGHT TO INSTALL, CONSTRUCT, ERECT AND MAINTAIN NECESSARY FACILITIES AND LANDSCAPING AS DEEMED APPROPRIATE WITHIN SAID RESERVE AREAS. THE PARK AT ADAM'S CREEK PROPERTY OWNERS' ASSOCIATION SHALL MAINTAIN SAID RESERVE AREAS AND FACILITIES IN ACCORDANCE WITH ALL APPLICABLE STANDARDS AND SPECIFICATIONS ADOPTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, THE COST OF WHICH SHALL BE BORNE BY THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION THROUGH ASSESSMENTS THEREOF PAID TO THE PARK AT ADAM'S CREEK PROPERTY OWNERS' ASSOCIATION.

Amended Plat of  
**The Park at Adam's Creek - Phase 1**  
SHEET 3 OF 4

**Amended Plat of**  
**The Park**  
**AT ADAM'S CREEK - PHASE 1**  
 PART OF THE S/2 OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 14 EAST  
 AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

APPROVED 11-21-02 by the City Council of the City of Broken Arrow, Oklahoma.  
 James C. Reynolds  
 Mayor  
 Brenda Ray  
 Attest: City Clerk 1-9-03

3. THE MAINTENANCE OBLIGATIONS IMPOSED BY THIS SUBSECTION G UPON THE PARK AT ADAM'S CREEK PROPERTY OWNERS' ASSOCIATION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER OR BY THE CITY OF BROKEN ARROW. IN THE EVENT THE PARK AT ADAM'S CREEK PROPERTY OWNERS' ASSOCIATION SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID RESERVE AREAS AND FACILITIES, THE CITY OF BROKEN ARROW OR ITS DESIGNATED CONTRACTOR MAY ENTER UPON SAID RESERVE AREAS, PERFORM SAID MAINTENANCE, AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE PAID BY THE OWNERS OF LOTS WITHIN THE SUBDIVISION PROPORTIONATELY ON THE BASIS OF THE LAND AREA OF EACH OWNERS' LOT COMPARED TO THE SUM OF THE LAND AREA OF ALL LOTS WITHIN THE SUBDIVISION. IN THE EVENT SAID LOT OWNERS FAIL TO PAY THE COST OF SAID MAINTENANCE OR ANY PART THEREOF WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SAID 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, SAID COST SHALL BE A LIEN AGAINST ALL LOTS WITHIN THE SUBDIVISION FOR WHICH PROPORTIONATE PAYMENT HAS NOT BEEN MADE, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW.

H. SURFACE DRAINAGE.  
 EACH LOT, IN ACCORDANCE WITH THE FINISH GRADING PLAN, 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 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 THEIR RESPECTIVE LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION H SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER OR BY THE CITY OF BROKEN ARROW.

I. OVERLAND DRAINAGE EASEMENT  
 1. 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/DEVELOPERS HEREBY DEDICATE TO THE PUBLIC, AND HEREBY ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "ODE" 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 DEPARTMENT OF PUBLIC WORKS OF THE CITY OF BROKEN ARROW, OKLAHOMA.  
 3. NO FENCE, WALL, 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 SUCH EASEMENT AREAS UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF BROKEN ARROW, OKLAHOMA. PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF BROKEN ARROW, OKLAHOMA.

4. THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES LOCATED WITHIN THE SUBDIVISION SHALL BE MAINTAINED BY THE OWNER OF THE LOT UPON WHICH THE DRAINAGE EASEMENT IS LOCATED AT THE OWNER'S COST, IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT OVER WHICH AN OVERLAND DRAINAGE EASEMENT IS LOCATED SHOULD FAIL TO PROPERLY MAINTAIN SUCH OVERLAND DRAINAGE EASEMENT AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH OVERLAND DRAINAGE EASEMENT AREAS, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW OR ITS DESIGNATED CONTRACTOR MAY ENTER SUCH OVERLAND DRAINAGE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTIONS 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 WITHIN THIRTY (30) DAYS 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.

J. 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 NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, ELECTRIC, NATURAL GAS AND COMMUNICATION FACILITIES AS DEPICTED UPON THE PLAT CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL IN ALL EVENTS USE REASONABLE CARE IN THE PERFORMANCE OF SUCH MAINTENANCE ACTIVITIES.

K. RIGHTS OF INGRESS AND EGRESS.  
 THE OWNER HEREBY RELINQUISHES RIGHTS OF INGRESS AND EGRESS TO AND FROM THE ABOVE-DESCRIBED PROPERTY TO AND FROM EAST KENOSHA STREET AND NORTH 23RD STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "L.N.A." ON THE PLAT, EXCEPT AS MAY HERINAFTER BE RELEASED, ALTERED OR AMENDED BY THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, OR AS IS OTHERWISE PROVIDED BY THE STATUTES OR LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

**SECTION II. PROPERTY OWNERS' ASSOCIATION**  
**A. FORMATION OF OWNERS' ASSOCIATION.**  
 THE OWNER/DEVELOPERS HAVE FORMED THE PARK AT ADAM'S CREEK PROPERTY OWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NON-PROFIT ENTITY ESTABLISHED OR TO BE ESTABLISHED PURSUANT TO THE GENERAL CORPORATION ACT OF THE STATE OF OKLAHOMA, AND FORMED FOR THE GENERAL PURPOSE OF MAINTAINING RESERVE AREAS "A", "B", "C", "D", "E", "F" AND "G" AND OTHER COMMON AREAS WITHIN THE SUBDIVISION.  
**B. MEMBERSHIP.**  
 EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL AUTOMATICALLY BECOME A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT IN THE SUBDIVISION SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION AS OF THE DATE OF RECORDING OF THE DEED.  
**C. COVENANT FOR ASSESSMENTS.**  
 THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT IN THE SUBDIVISION, BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ANNUAL ASSESSMENTS AND SPECIAL ASSESSMENTS FOR THE MANAGEMENT, IMPROVEMENT, REPAIR, REPLACEMENT, CONSTRUCTION, RECONSTRUCTION AND MAINTENANCE OF THE RESERVE AREAS "A", "B", "C", "D", "E", "F" AND "G" AND OTHER COMMON AREAS IN THE SUBDIVISION AND FOR SUCH OTHER PURPOSES AS MAY BE SPECIFIED HEREIN OR AS THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL, FROM TIME TO TIME, DETERMINE. THE AMOUNT OF THE ANNUAL ASSESSMENT EACH YEAR SHALL BE DETERMINED BY MAJORITY VOTE OF THE BOARD OF DIRECTORS OF THE ASSOCIATION UNLESS OTHERWISE PROVIDED BY THE BYLAWS OF THE ASSOCIATION AS ESTABLISHED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION. EACH LOT IN THE SUBDIVISION SHALL BEAR ITS SHARE OF THESE ANNUAL ASSESSMENTS AND SPECIAL ASSESSMENTS AND SUCH SHARE, IF NOT PAID WITHIN 30 DAYS AFTER THE DUE DATE THEREFOR, TOGETHER WITH INTEREST COSTS AND REASONABLE ATTORNEYS' FEES, SHALL BE A CONTINUING LIEN ON SUCH LOT AND THE PERSONAL OBLIGATION OF THE OWNER(S) AT THE TIME OF ANY SUCH ASSESSMENT. THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

**D. FURTHER CONDITIONS, RESTRICTIONS AND COVENANTS.**  
 IN ADDITION TO THE CONDITIONS, RESTRICTIONS AND COVENANTS SET FORTH IN THIS DEED OF DEDICATION, EVERY PERSON OR ENTITY WHO IS OR WHO BECOMES A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL ALSO BE SUBJECT TO THE TERMS, CONDITIONS, RESTRICTIONS AND COVENANTS CONTAINED IN THE "AMENDED AND RESTATED DECLARATION" DATED THE 21<sup>ST</sup> DAY OF DECEMBER, 2002, FILED ON THE 17<sup>TH</sup> DAY OF JANUARY, 2003 IN BOOK 6805 AT PAGE 1522 OF THE RECORDS OF THE TULSA COUNTY CLERK, AND UPON ACCEPTANCE OF A DEED FOR ANY LOT WITHIN THE SUBDIVISION, SUCH PERSON OR ENTITY IS DEEMED TO FURTHER COVENANT AND AGREE AS SET FORTH IN SAID "AMENDED AND RESTATED DECLARATION". TO THE EXTENT THAT THIS DEED OF DEDICATION IS IN CONFLICT WITH ANY PROVISION OF SAID "AMENDED AND RESTATED DECLARATION", OR ANY FURTHER AMENDMENT THERETO, THE PROVISIONS OF SAID "AMENDED AND RESTATED DECLARATION", AS MAY BE SUBSEQUENTLY AMENDED, SHALL CONTROL.

**SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**  
**A. ENFORCEMENT.**  
 THE RESTRICTIONS HEREBY SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.  
**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 HERINAFTER 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 OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE 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.

KAISER-FRANCIS OIL COMPANY,  
 A DELAWARE CORPORATION  
 BY: Steven R. Berlin  
 NAME: STEVEN R. BERLIN  
 TITLE: CHIEF FINANCIAL OFFICER

CITIZENS SECURITY BANK & TRUST CO.,  
 SUCCESSOR CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF GEORGE L. BROWN AND WANDA M. BROWN DATED DECEMBER 8, 1983.  
 BY: James W. Allison  
 NAME: JAMES W. ALLISON, EXECUTIVE VICE PRESIDENT, CASHIER & C.F.O.

Wanda M. Brown  
 WANDA M. BROWN, CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF GEORGE L. BROWN AND WANDA M. BROWN DATED DECEMBER 8, 1983.

Barbara A. Brown Kimbrough  
 BARBARA A. BROWN KIMBROUGH, CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF GEORGE L. BROWN AND WANDA M. BROWN DATED OCTOBER 29, 1997.

J.D. Kimbrough  
 JAMES D. KIMBROUGH, CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH U/A DATED OCTOBER 29, 1997.

James Douglas Kimbrough  
 JAMES DOUGLAS KIMBROUGH, CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH U/A DATED OCTOBER 29, 1997.

Carla S. Kimbrough  
 CARLA S. KIMBROUGH, CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH U/A DATED OCTOBER 29, 1997.

Thomas Wilton  
 THOMAS WILTON, CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH U/A DATED OCTOBER 29, 1997.

Kelley Kimbrough Rash  
 KELLEY KIMBROUGH RASH, CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH U/A DATED OCTOBER 29, 1997.

Georgeanna Brown Thomas  
 GEORGEANNA BROWN THOMAS, CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH U/A DATED OCTOBER 29, 1997.

Roger Thomas  
 ROGER THOMAS, CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH U/A DATED OCTOBER 29, 1997.

Lowes Home Centers, Inc.  
 A NORTH CAROLINA CORPORATION  
 BY: David E. Shilow  
 NAME: DAVID E. SHILOW  
 TITLE: VICE PRESIDENT

**ACKNOWLEDGMENTS**  
 STATE OF Oklahoma )  
 COUNTY OF Tulsa ) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 31, 2002, BY Steven Berlin AS Chief Financial Officer OF KAISER-FRANCIS OIL COMPANY, A DELAWARE CORPORATION.  
Andree Y. Chumble  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: May 4, 2005  
 COMMISSION NO. 01007556  
 STATE OF Oklahoma )  
 COUNTY OF Tulsa ) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY James W. Allison AS Executive Vice President, Cashier and C.F.O. OF CITIZENS SECURITY BANK & TRUST CO., AS SUCCESSOR CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF GEORGE L. BROWN AND WANDA M. BROWN DATED DECEMBER 8, 1983.  
Gene Parker  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-3-2005  
 COMMISSION NO. 01014938  
 STATE OF Oklahoma )  
 COUNTY OF Tulsa ) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY Wanda M. Brown AS Co-trustee of the Revocable Inter Vivos Trust of George L. Brown and Wanda M. Brown Dated December 8, 1983.  
Gene Parker  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-3-2005  
 COMMISSION NO. 01014938  
 STATE OF Oklahoma )  
 COUNTY OF Tulsa ) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY Barbara A. Brown Kimbrough AND James D. Kimbrough AS Co-trustees of the Revocable Inter Vivos Trust of Barbara A. Brown Kimbrough U/A Dated October 29, 1997.  
Gene Parker  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-3-2005  
 COMMISSION NO. 01014938  
 STATE OF Oklahoma )  
 COUNTY OF Tulsa ) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY James Douglas Kimbrough, SPOUSE OF Carla S. Kimbrough.  
Gene Parker  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-3-2005  
 COMMISSION NO. 01014938  
 STATE OF Oklahoma )  
 COUNTY OF Tulsa ) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY Carla S. Kimbrough, SPOUSE OF James Douglas Kimbrough.  
Gene Parker  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-3-2005  
 COMMISSION NO. 01014938  
 STATE OF Oklahoma )  
 COUNTY OF Tulsa ) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY David E. Shilow AS Vice President OF LOWE'S HOME CENTERS, INC., A NORTH CAROLINA CORPORATION.  
Gene Parker  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-3-2005  
 COMMISSION NO. 01014938  
 STATE OF Oklahoma )  
 COUNTY OF Tulsa ) SS.

STATE OF Oklahoma )  
 COUNTY OF Tulsa ) SS.  
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY Sally Kimbrough Wilton AND Thomas Wilton, HUSBAND AND WIFE.  
Gene Parker  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-3-2005  
 COMMISSION NO. 01014938  
 STATE OF Oklahoma )  
 COUNTY OF Tulsa ) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY Kelley Kimbrough Rash, A SINGLE PERSON.  
Gene Parker  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-3-2005  
 COMMISSION NO. 01014938  
 STATE OF Oklahoma )  
 COUNTY OF Tulsa ) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY Georgeanna Brown Thomas AND Roger Thomas, WIFE AND HUSBAND.  
Gene Parker  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-3-2005  
 COMMISSION NO. 01014938  
 STATE OF North Carolina )  
 COUNTY OF Wilkes ) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 30<sup>th</sup>, 2002, BY David E. Shilow AS Vice President OF LOWE'S HOME CENTERS, INC., A NORTH CAROLINA CORPORATION.  
Gene Parker  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-3-2005  
 COMMISSION NO. 01014938  
 STATE OF North Carolina )  
 COUNTY OF Wilkes ) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON October 10, 2006.  
 COMMISSION NO. N/A  
Gene Parker  
 NOTARY PUBLIC

**CERTIFICATE OF SURVEY**  
 I, DAN E. TANNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, I 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 "THE PARK AT ADAM'S CREEK - PHASE 1", 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.

WITNESS MY HAND AND SEAL THIS 6TH DAY OF JAN 2003.  
Dan E. Tanner  
 REGISTERED LAND SURVEYOR  
 OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
 COUNTY OF TULSA )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS 19th DAY OF January, 2003 BY DAN E. TANNER.  
 GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE.  
5/13/06  
 MY COMMISSION EXPIRES: 5/13/06  
 COMMISSION NO. 02008339

Amended Plat of  
 The Park at Adam's Creek - Phase I  
 SHEET 4 OF 4

P:\2002\220501\220501-02\0509-PP-AMEW02.DWG, MODEL, 12/19/2002 10:52:08 AM, TANNER CONSULTING, L.L.C. (OK, CA, NO. 2661) EXP. 05/30/03; TX REG# F-004367







# Aerial Map

2004 Imagery

Lynn Lane (S. 177th E. Ave.)

23rd Street (S. 193rd St.)

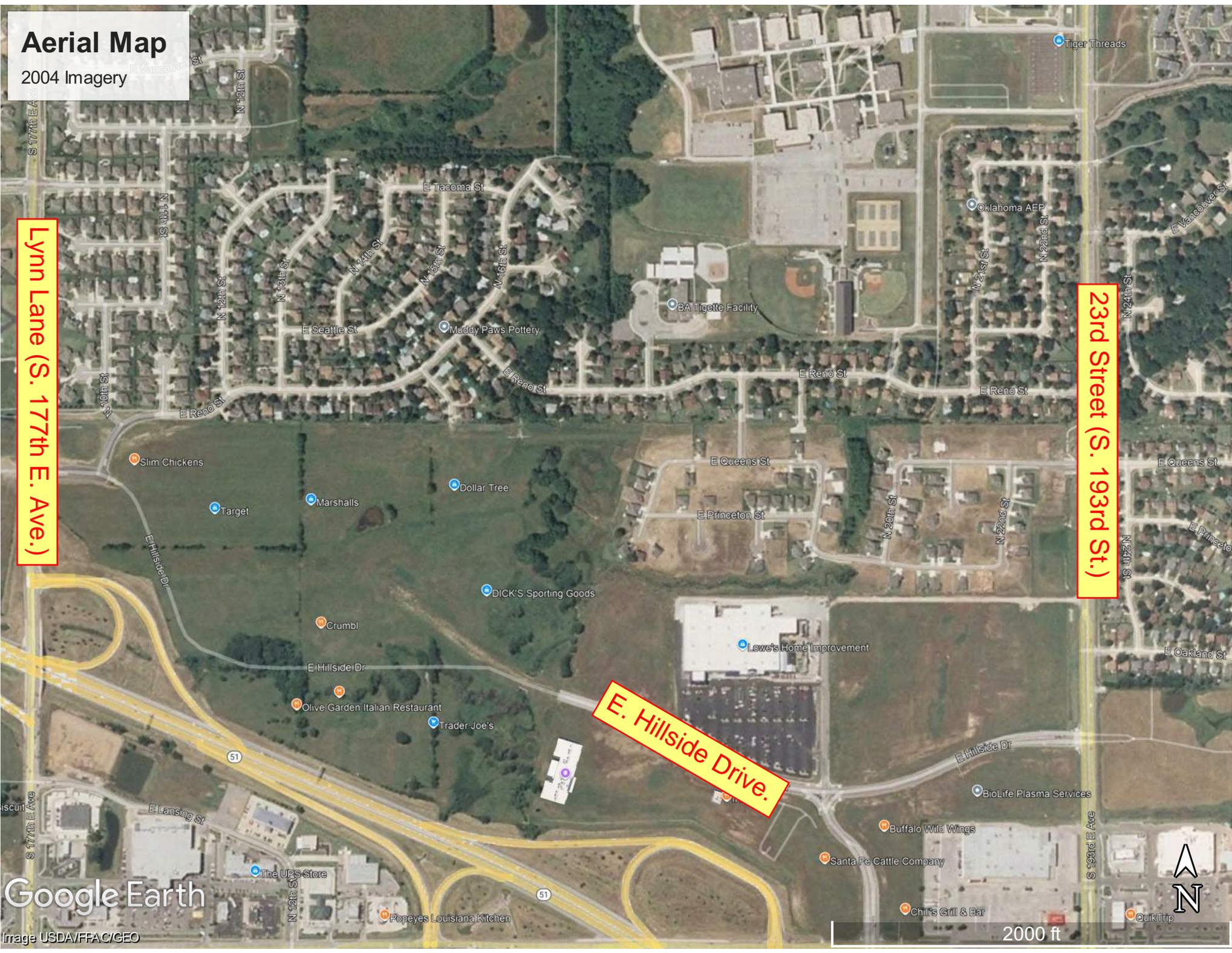
E. Hillside Drive.

Google Earth

Image USDA/FFAC/GEO



2000 ft



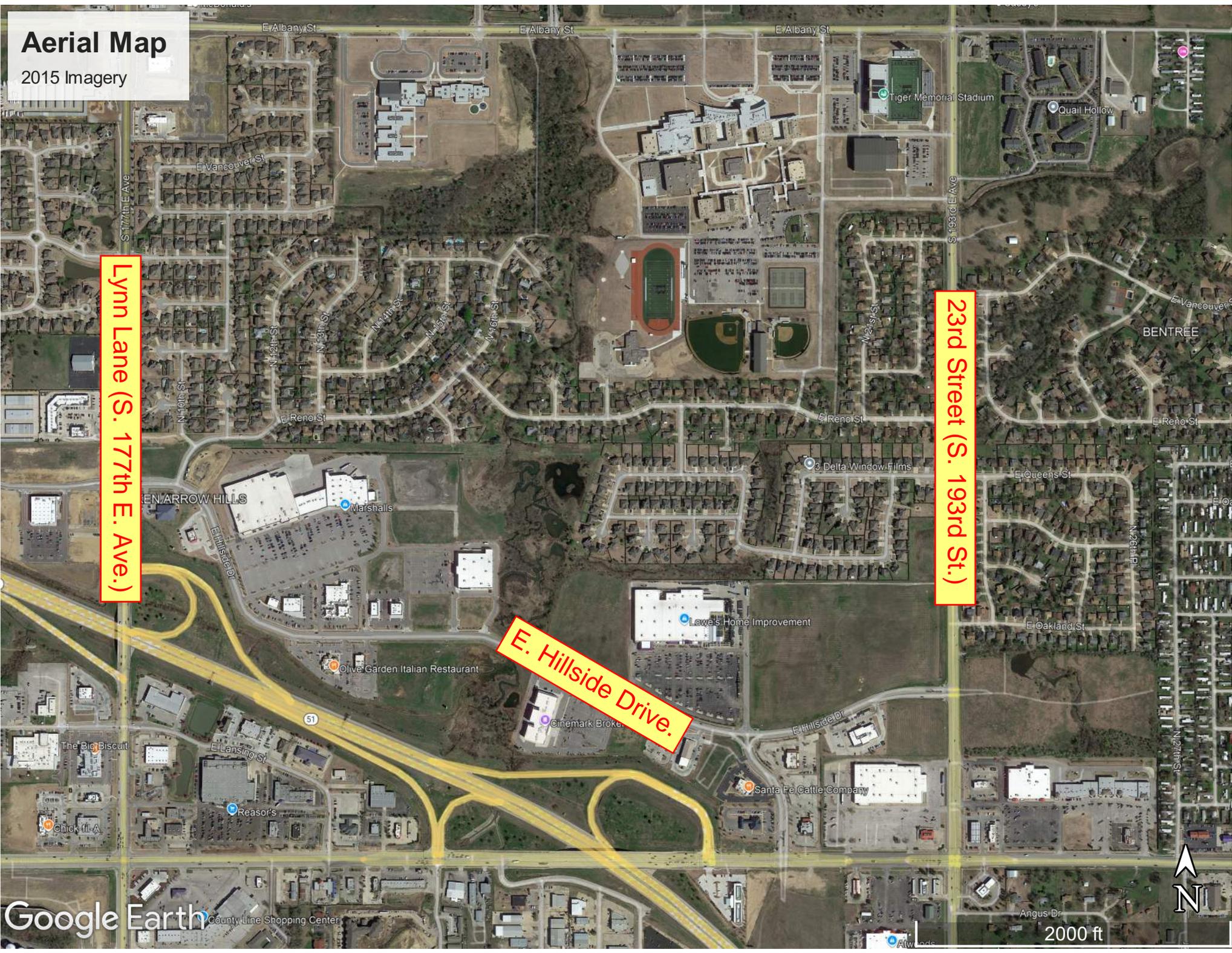
# Aerial Map

2015 Imagery

Lynn Lane (S. 177th E. Ave.)

23rd Street (S. 193rd St.)

E. Hillside Drive.



# Aerial Map

2025 Imagery

Lynn Lane (S. 177th E. Ave.)

23rd Street (S. 193rd St.)

E. Hillside Drive.

