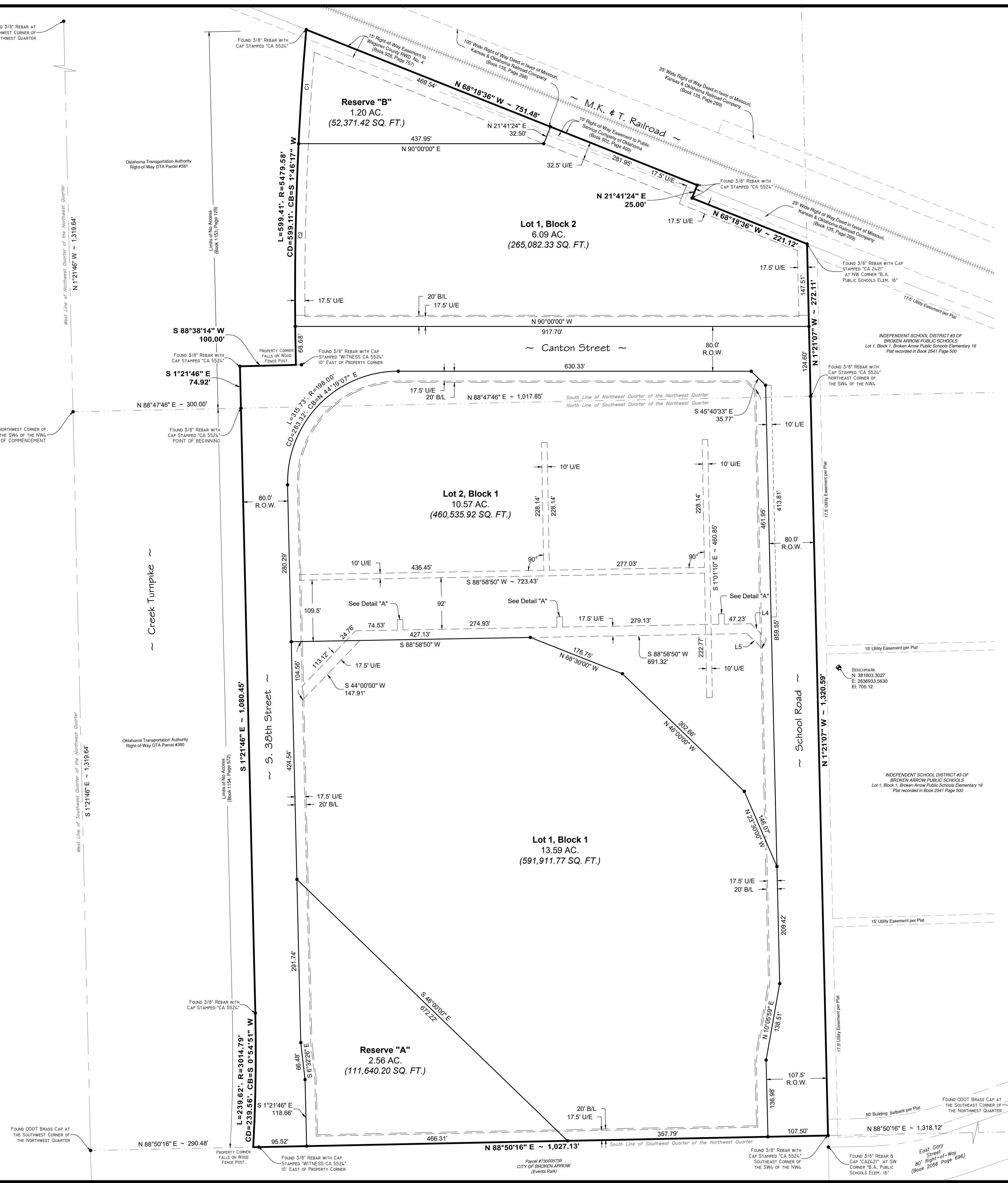
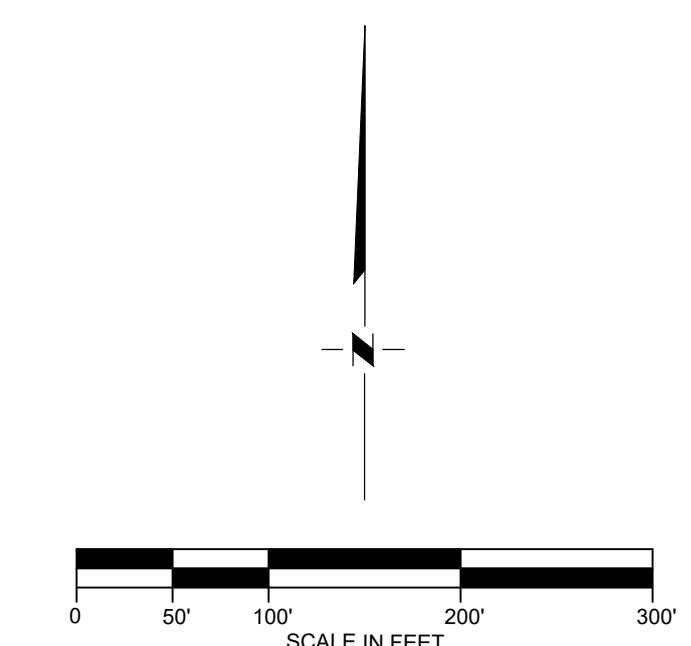


# CONDITIONAL FINAL PLAT

## Sunset Amphitheater

PART OF THE NW/4 OF SECTION 20, T18N-R15E, I.M.,  
CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA



**SUBDIVISION STATISTICS**  
SUBDIVISION CONTAINS THREE (3) LOTS IN TWO (2) BLOCKS.

LOT 1, Block 1: 13.59 ACRES (591,911.77 SQ. FT.)  
LOT 2, Block 1: 10.57 ACRES (460,535.92 SQ. FT.)  
LOT 1, Block 2: 6.09 ACRES (265,082.33 SQ. FT.)  
RESERVE "A": 2.56 ACRES (111,640.20 SQ. FT.)  
RESERVE "B": 1.20 ACRES (52,371.42 SQ. FT.)

GROSS SUBDIVISION AREA: 41.15 ACRES (1,792,550.62 SQ. FT.)

**MONUMENTATION**  
SET 1/2" REBAR WITH CAP STAMPED "CA 7232" AT ALL LOT CORNERS UNLESS NOTED OTHERWISE.

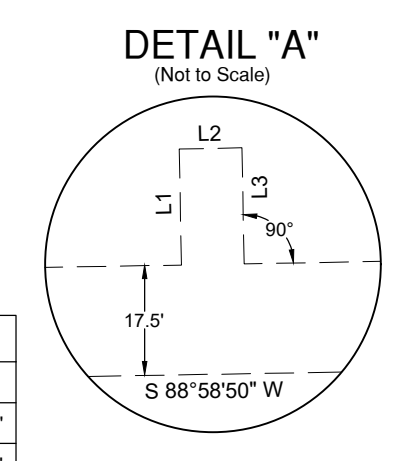
**BENCHMARK**  
CUT "X" IN CONCRETE FLUME  
N: 381603.3027  
E: 2636933.5630  
EL: 705.12 NAVD88

**BASIS OF BEARINGS**  
THE BEARING BASE FOR THIS SURVEY IS BASED ON GRID BEARINGS AND THE OKLAHOMA 3501 STATE PLANE COORDINATE SYSTEM.

**FLOODPLAIN NOTE**  
AREA FALLS IN ZONE DESIGNATION "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN) ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 40165C015J, DATED SEPTEMBER 30, 2016.

LINE #	BEARING	DISTANCE
L1	N 01°01'10" W	18.50'
L2	N 88°58'50" E	10.00'
L3	S 01°01'10" E	18.50'
L4	S 45°59'11" E	26.83'
L5	N 45°59'11" W	37.31'

CURVE #	LENGTH	RADIUS	CB	CD
C1	204.20'	5479.58'	S 3°50'15" W	204.19'
C2	326.53'	5479.58'	S 1°03'46" W	326.46'



- LEGEND**
- MONUMENT
  - BENCHMARK
  - BOUNDARY LINE
  - LOT LINE
  - BUILDING LINE
  - UTILITY EASEMENT LINE
  - LANDSCAPE EASEMENT LINE
  - RAILROAD TRACKS
  - UTILITY EASEMENT
  - L/E LANDSCAPE EASEMENT
  - B/L BUILDING SETBACK LINE
  - R.O.W. RIGHT-OF-WAY
  - CB CHORD BEARING
  - CD CHORD DISTANCE

**OWNER:**  
**CITY OF BROKEN ARROW**  
220 S. FIRST STREET  
BROKEN ARROW, OK 74012  
PHONE: 918.251.5311

**ENGINEER:**  
**KIMLEY-HORN**  
4727 GALLARDIA PARKWAY, SUITE 250  
OKLAHOMA CITY, OK 73142  
PHONE: 405.241.5426  
CA #2740, EXP. 6/30/2025

**SURVEYOR:**  
**FRONTIER LAND SURVEYING**  
14901 N LINCOLN BLVD.  
EDMOND, OK 73013  
PHONE: 405.285.0433  
CA #7232, EXP. 6/30/2024

APPROVED \_\_\_\_\_ BY THE CITY  
COUNCIL OF THE CITY OF BROKEN ARROW,  
OKLAHOMA  
MAYOR \_\_\_\_\_  
ATTEST: CITY CLERK \_\_\_\_\_

# CONDITIONAL FINAL PLAT

# Sunset Amphitheater

PART OF THE NW/4 OF SECTION 20, T18N-R15E, I.M.,  
CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

**DEED OF DEDICATION FOR SUNSET AMPHITHEATER.**

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF BROKEN ARROW, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

LEGAL DESCRIPTIONS AS RECORDED:

TRACT 1:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW¼ NW¼) LYING SOUTH OF THE M. K. & T. RAILROAD, LESS AND EXCEPT CREEK TURNPIKE SHOWN IN BOOK 1153 AT PAGE 125 ALL IN SECTION TWENTY (20), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW¼ NW¼) OF SECTION TWENTY, TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SW¼ OF THE NW¼; THENCE N88°46'25"E ALONG THE NORTH LINE OF SAID SW¼ OF THE NW¼ A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE S01°22'37"E A DISTANCE OF 1080.45 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3014.79 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°33'20" A DISTANCE OF 239.70 FEET TO THE SOUTH LINE OF SAID SW¼ OF THE NW¼; THENCE N88°48'51"E ALONG SAID SOUTH LINE A DISTANCE OF 1028.05 FEET TO THE SOUTHEAST CORNER OF SAID SW¼ OF THE NW¼; THENCE N01°23'13"W ALONG THE EAST LINE OF SAID SW¼ OF THE NW¼ A DISTANCE OF 1320.66 FEET TO THE NORTHEAST CORNER OF SAID SW¼ OF THE NW¼; THENCE S88°46'25"W ALONG SAID NORTH LINE OF SAID SW¼ OF THE NW¼ A DISTANCE OF 1018.29 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION AS SURVEYED:

A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW¼ NW¼), AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW¼ NW¼) OF SECTION TWENTY (20), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SW¼ OF THE NW¼; THENCE N88°47'46"E ON THE NORTH LINE OF SAID SW¼ OF THE NW¼ A DISTANCE OF 300.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE CREEK TURNPIKE, SAID POINT BEING THE POINT OF BEGINNING; THENCE S01°21'46"E ON SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 1080.45 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3014.79 FEET; THENCE SOUTHERLY ON SAID EAST RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 3014.79 FEET (WITH A CHORD BEARING S00°54'51"W A LENGTH OF 239.56 FEET) A DISTANCE OF 239.62 FEET TO A POINT ON THE SOUTH LINE OF SAID SW¼ OF THE NW¼; THENCE N88°50'16"E ON THE SOUTH LINE OF SAID SW¼ OF THE NW¼ A DISTANCE OF 1027.13 FEET TO THE SOUTHEAST CORNER OF SAID SW¼ OF THE NW¼; THENCE N01°21'07"W ON THE EAST LINE OF SAID SW¼ OF THE NW¼ A DISTANCE OF 1320.59 FEET TO THE NORTHEAST CORNER OF SAID SW¼ OF THE NW¼; THENCE CONTINUING N01°21'07"W ON THE EAST LINE OF THE NW¼ A DISTANCE OF 272.11 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF M. T. & K. RAILROAD; THENCE N68°18'36"W ON SAID SOUTH RAILROAD RIGHT-OF-WAY A DISTANCE OF 221.12 FEET; THENCE N21°41'24"E ON SAID SOUTH RAILROAD RIGHT-OF-WAY A DISTANCE OF 25.00 FEET; THENCE N68°18'36"W ON SAID SOUTH RAILROAD RIGHT-OF-WAY A DISTANCE OF 751.48 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE CREEK TURNPIKE; THENCE SOUTHERLY ON SAID EAST RIGHT-OF-WAY LINE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 5479.58 FEET (WITH A CHORD BEARING S01°46'17"W A LENGTH OF 599.11 FEET) A DISTANCE OF 599.41 FEET; THENCE S88°38'14"W ON SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET; THENCE S01°21'46"E ON SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 74.92 FEET BACK TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 41.15 ACRES (1,792,550.62 sq. FT.) AS DESCRIBED.

OWNER HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "SUNSET AMPHITHEATER", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION").

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

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

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS " U/E " OR " UTILITY EASEMENT " . FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, 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 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 HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER AND ITS SUCCESSORS AND ASSIGNS (TOGETHER, 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 THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSE OF AN 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. UTILITY SERVICE**

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENTS AND THE IN THE PERIMETER RIGHTS-OF-WAY OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON 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 NON-EXCLUSIVE 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 AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

**C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES**

1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS SUBDIVISION.

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, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW OR IN THE JUDGMENT OF WAGONER COUNTY, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT 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 EASEMENT AREAS 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 SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE LOT OWNER 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 THE UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE SUBDIVISION AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER AGREES TO BE BOUND BY THESE COVENANTS.

**E. SURFACE DRAINAGE**

THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. THE 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 THE LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH LOT OWNER.

**F. PAVING AND LANDSCAPING WITHIN EASEMENT**

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL 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.

**G. GROSS ACCESS EASEMENT**

THERE SHALL BE A BLANKET GROSS ACCESS EASEMENT, EXISTING BETWEEN ALL PLATTED LOTS OF SUNSET AMPHITHEATER, FACILITATING THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC ALONG THE ROADS, PARKING LOTS, DRIVEWAYS, SIDEWALKS, AND OTHER PAVED IMPROVEMENTS THAT ARE BUILT UPON SAID LOTS.

**SECTION II. 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 LOT OWNER AND ITS SUCCESSORS AND ASSIGNS IN TITLE. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

**B. DURATION**

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND 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 HEREINAFTER PROVIDED.

**C. AMENDMENT**

THE COVENANTS CONTAINED WITHING 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 CITY COUNCIL, OR ITS SUCCESSORS WITH THE APPROVAL OF 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.

**SECTION III. RESERVE AREAS**

**A. ALL RESERVE AREAS**

1. ALL RESERVE AREAS ARE HEREBY ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE PROPERTY OWNER'S ASSOCIATION DEFINED HEREINAFTER IN SECTION V. (THE "POA" OR THE "ASSOCIATION").

2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHO OWNER SHALL BE THE POA UPON CONVEYANCE OF SAME BY OWNER TO THE ASSOCIATION. SEE SECTION V. FOR ADDITIONAL DETAILS AND REQUIREMENTS.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

4. IN THE EVENT ANY RESERVE AREA OWNER SHOULD FAIL TO MAINTAIN THE RESERVE AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE AREA AND PERFORM SUCH MAINTENANCE AS NECESSARY TO ACHIEVE ITS INTENDED FUNCTIONS, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE RESERVE AREA. IN THE EVENT THE RESERVE AREA OWNER SHOULD THEN FAIL TO PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, AND PROVISION OF A STATEMENT OF COSTS FROM THE CITY TO THE RESERVE AREA OWNER, 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 SUCH RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

5. EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE POA SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED WITHIN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE OWNER NOR CITY OF BROKEN ARROW SHALL BE LIABLE TO ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF A LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

**B. RESERVE AREAS "A" AND "B"**

THIS RESERVE AREA IS DESIGNATED TO BE USED FOR STORMWATER DRAINAGE AND DETENTION, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

**SECTION IV. PLANNED UNIT DEVELOPMENT RESTRICTIONS**

WHEREAS, SUNSET AMPHITHEATER WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 001265-2024 OR PUD-001265-2024) AS PROVIDED WITHIN THE PUD PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, AS THE SAME EXISTED ON SEPTEMBER 15, 2020; AND

WHEREAS, PUD-001265-2024 WAS AFFIRMATIVELY RECOMMENDED BY THE PLANNING COMMISSION OF THE CITY OF BROKEN ARROW ON MONTH DAY, 2024, AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON MONTH DAY, 2024; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE COMPLIANCE WITH PUD-001265-2024, FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW.

NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH:

**A. DEVELOPMENT IN ACCORDANCE WITH PLANNED UNIT DEVELOPMENT:**

PUD-001265-2024 WILL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE (THE " ZONING ORDINANCE " ) AND THE USE AND DEVELOPMENT REGULATIONS OF THE A-1 AGRICULTURAL ZONING DISTRICT, EXCEPT AS NOTED HEREIN.

**B. DEVELOPMENT STANDARDS:**

- LAND AREA: GROSS: 41.15 AC.
- PERMITTED USES:  
ALL USES PERMITTED UNDER THE A-1 AGRICULTURAL ZONING DISTRICT AS WELL AS MAJOR ENTERTAINMENT FACILITY UNDER RECREATION AND ENTERTAINMENT, OUTDOOR.
- MAXIMUM NUMBER OF LOTS: 3
- MINIMUM LOT WIDTH: 200 FT.
- MINIMUM LOT AREA: 200,000 SQ. FT.
- MAXIMUM LOT COVERAGE: 100%
- MAXIMUM BUILDING HEIGHT: NO MAXIMUM
- MINIMUM BUILDING SETBACKS:  
FRONT YARD 20 FT  
REAR YARD 20 FT  
SIDE YARD 0 FT
- MINIMUM PARKING: 1 PARKING SPACE PER EACH FOUR SEATS IN THE MAIN SEATING AREA.
- LANDSCAPING, TREES, SCREENING, AND FENCING:  
LANDSCAPING REQUIREMENTS WILL MEET THE A-1 AGRICULTURAL ZONING DISTRICT EXCEPT AS NOTED BELOW.  
MINIMUM WIDTH OF LANDSCAPED EDGE SHALL BE REDUCED FROM 10 FEET TO 0 FEET UPON THE AREAS LISTED BELOW. ALL OTHER LOTS SHALL ADHERE TO THE MINIMUM LANDSCAPED EDGE OF 10 FEET.
  - THE LOT CONTAINING THE AMPHITHEATER.
  - THE SOUTHERN AND EASTERN BOUNDARY OF PARKING LOT 1 (NORTH OF AMPHITHEATER). DUE TO THE LAYOUT OF THE SITE, THE TRADITIONAL 10-FOOT LANDSCAPE BUFFER FROM THE RIGHT-OF-WAY IS NOT FEASIBLE IN THESE LOCATIONS. A 10-FOOT LANDSCAPE EASEMENT WILL BE PROVIDED WITHIN THE RIGHT-OF-WAY ALONG THE EAST SIDE OF PARKING LOT 1.
  - THE NORTH SIDE OF PARKING LOT 2 ADJACENT TO THE RAILROAD RIGHT-OF-WAY.

THE REQUIREMENT OF NO PARKING SPACE SHALL BE LOCATED MORE THAN 75 FEET FROM A LANDSCAPED AREA SHALL BE INCREASED TO 250 FEET FROM A LANDSCAPED AREA.  
PER CHAPTER 5.2, SECTION E.2.C, ALL DEVELOPMENT IN NONRESIDENTIAL DISTRICTS THAT ABOUT ANY AGRICULTURAL DISTRICT SHALL INSTALL AND MAINTAIN SCREENING FENCES, WHICH SHALL BE AT LEAST 8 FEET AND NO MORE THAN 10 FEET IN HEIGHT. DUE TO THE NATURE OF THIS DEVELOPMENT, THIS REQUIREMENT WILL NOT APPLY UNDER PUD-001265-2024.

- PEDESTRIAN ACCESS:  
PEDESTRIAN ACCESS INCLUDES A NETWORK OF 10-FOOT WIDE SIDEWALKS WHICH CONNECT THE VARIOUS PARKING LOTS TO THE AMPHITHEATER AS WELL AS PROVIDES ACCESS FROM THE EXISTING PEDESTRIAN TRAIL ALONG E. 101ST ST. S. THE PEDESTRIAN TRAIL ALONG E. 101ST ST. S. WILL PROVIDE PEDESTRIAN ACCESS TO/FROM THE PARKING LOTS LOCATED AT THE NORTHEASTERN STATE UNIVERSITY BROKEN ARROW CAMPUS.
- SIGNS:  
SIGNAGE SHALL COMPLY WITH THE STANDARDS OF THE ZONING ORDINANCE EXCEPT AS MODIFIED BELOW.
  - NO SIGN SHALL EXCEED ILLUMINATION OF 70 FOOTCANDLES AS MEASURED AT A TWO-FOOT DISTANCE FROM THE SOURCE OF ILLUMINATION.
  - NO DIGITAL (LED) SIGN SHALL DISPLAY AN ILLUMINATIVE BRIGHTNESS EXCEEDING 300 NITS AT ANY TIME BETWEEN ONE-HALF HOUR AFTER SUNSET UNTIL ONE-HALF HOUR BEFORE SUNRISE OR 5,000 NITS BETWEEN ONE-HALF HOUR BEFORE SUNRISE UNTIL ONE-HALF HOUR AFTER SUNSET.
  - A SIGN THAT MEASURES UP TO 60 FEET IN HEIGHT AND UP TO 300 SQUARE FEET OF SIGN ILLUMINATION DISPLAY SURFACE AREA PER EACH SIDE (2) SHALL BE PERMITTED.

13. PROJECT STREETS:  
INTERIOR STREETS WILL MEET THE REQUIREMENTS OF THE ZONING ORDINANCE AND THE LAND SUBDIVISION CODE.

**SECTION V. PROPERTY OWNER'S ASSOCIATION**

**A. FORMATION OF PROPERTY OWNER'S ASSOCIATION: ADDITIONAL LANDS:**

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A PROPERTY OWNERS ASSOCIATION ("POA"), TO GOVERN THIS SUBDIVISION, TO BE KNOWN AS SUNSET AMPHITHEATER PROPERTY OWNER'S ASSOCIATION. THE POA SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO. OWNER SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE POA AS PROVIDED IN THE BYLAWS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION MAY BE ANNEXED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE POA, WHICH MAY BE ACCOMPLISHED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) BY FILING A SUPPLEMENTAL DECLARATION HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED THERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE POA, IN WHICH CASE ANY SUCH LANDS/PHASES, SUCH AS THE PROPERTY DESCRIBED HEREIN, AND THE SUBSEQUENT OWNERS THEREOF SHALL NOT UNDER THE JURISDICTION OF THE POA AND ALL RULES PERTAINING THERETO, THERETO, AND, IN ACCORDANCE THERETHWITH, OWNER DOES HEREBY NOTE AND ANNEX THE PROPERTY DESCRIBED HEREIN TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE POA.

**B. MEMBERSHIP:**

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT IN THE SUBDIVISION AND IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE POA AND SUBJECT TO ITS BYLAWS AND RULES. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

**C. ASSESSMENT:**

EACH OWNER OF A LOT, EXCEPT OWNER/DECLARANT, BY ACCEPTANCE OF A DEED THEREOF, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE POA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS, AND AS AMENDED, AND THE BYLAWS OF THE POA, TO BE EXECUTED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE POA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF LOTS THEREIN, AND ANY SUCH ASSESSMENTS SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

**D. MAINTENANCE OF COMMON AREAS:**

THE POA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AS DEPICTED ON THE PLAT OR AS DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH MAY INCLUDE BUT NOT BE LIMITED TO ENTRYWAYS, DETENTION/RETENTION PONDS, PERIMETER FENCING, AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT OR THESE COVENANTS, AND AS AMENDED.

**E. LIMITATION ON LIABILITY:**

THE POA SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT AND ANY OTHER LAWS PROVIDING PROTECTION TO OWNER'S ASSOCIATIONS. NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE POA SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE POA OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE POA OR OTHERWISE. NEITHER THE OWNER, THE POA, ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

**OWNER'S CERTIFICATE AND DEDICATION**

THE UNDERSIGNED, \_\_\_\_\_, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND ONLY PERSONS, FIRMS OR CORPORATIONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE SURFACE RIGHTS TO THE LAND SHOWN ON THE FINAL PLAT OF BROKEN ARROW EVENTS PARK, A PART OF THE NW¼ OF SECTION 20, T18N-R15E, I.M., BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, AND DOES FURTHER CERTIFY:

THAT THE OWNERS TO THE TITLE TO SAID SURFACE RIGHTS, HEREBY DEDICATE THE STREETS AND AVENUES SHOWN ON SAID PLAT FOR THE USE OF THE PUBLIC AND ITS SUCCESSORS AND ASSIGNS, AND SUBJECT TO: RIGHTS OF OIL, GAS AND MINERAL LESSEE'S, PRESENT AND FUTURE, WHICH MAY INCLUDE, AMONG OTHER RIGHTS, THE RIGHT TO LAY PIPE LINES AND BUILD VARIOUS APPURTENANCES AND STRUCTURES NECESSARY TO REMOVE OIL, GAS AND BUILD VARIOUS THEIR LEASE AGREEMENTS, EASEMENTS, ENCROACHMENTS, RIGHTS-OF-WAY AND MORTGAGES OF RECORD AND EXCEPTIONS AS LISTED IN THE BONDED ABSTRACTER'S CERTIFICATE.

THAT THE AREA INDICATED ON SAID PLAT AS UTILITY AND/OR DRAINAGE EASEMENTS ARE HEREBY RESERVED FOR THE PURPOSE OF LOCATING, CONSTRUCTING, ERECTING, MAINTAINING, CONDUCTING AND PERFORMING ANY PUBLIC OR QUASI PUBLIC UTILITY FUNCTION OR SERVICE ABOVE OR BENEATH THE SURFACE OF THE GROUND, WITH RIGHTS OF INGRESS AND EGRESS AT ANY TIME FOR THE PURPOSE OF INSTALLATION, REPAIR, OPERATION AND REMOVAL OF ANY SUCH PUBLIC OR QUASI PUBLIC UTILITY.

THAT SAID PROPERTY COVERED BY SAID PLAT AND DEDICATION IS COVERED BY CERTAIN RESTRICTIONS, RESERVATIONS AND COVENANTS IN A SEPARATE INSTRUMENT WHICH MAY BE FILED SUBSEQUENT TO THE FILING OF SAID PLAT AND DEDICATIONS.

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF WAGONER )

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE ABOVE AND FOREGOING INSTRUMENT AS ITS MANAGER AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC

**LAND SURVEYOR'S CERTIFICATE**

I, ADAM K. HINDS, A REGISTERED LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ANNEXED PLAT OF BROKEN ARROW EVENTS PARK, A PART OF THE NW¼ OF SECTION 20, T18N-R15E, I.M., CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, AND THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR RELATIVE POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS; AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE II SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE FREE AND VOLUNTARY ACT AND DEED OF USES AND PURPOSES THEREIN SET FORTH.

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC