

Notes:

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83). EAST LINE OF SE/4 SECTION 4 BEARS SOUTH 01°36'53" EAST.
4. WHERE BUILDING SETBACK IS LESS THAN 20 FEET FROM A STREET RIGHT-OF-WAY LINE, NO ACCESS IS ALLOWED TO ABUTTING STREET.
5. ACCESS AT THE TIME OF THE PLAT IS PROVIDED BY SOUTH ASPEN AVENUE BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
6. ALL AREAS WITH STRUCTURAL DEVELOPMENT ARE OUTSIDE THE BOUNDARY OF THE 100 YEAR FLOODPLAIN IN ACCORDANCE WITH FEMA LOMA CASE NUMBER 12-06-3225P.

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD(BRG)	CHORD(DS)
1	39.27'	25.00'	90°00'00"	N43°40'35"E	35.36'
2	39.27'	25.00'	90°00'00"	N46°19'25"W	35.36'
3	16.09'	25.00'	36°52'12"	N19°45'31"W	15.81'
4	142.89'	50.00'	163°44'23"	N43°40'35"E	98.99'
5	16.09'	25.00'	36°52'12"	N72°53'19"W	15.81'
6	16.09'	25.00'	36°52'12"	N70°14'29"W	15.81'
7	142.89'	50.00'	163°44'23"	N46°19'25"W	98.99'
8	16.09'	25.00'	36°52'12"	N17°06'41"E	15.81'
9	52.13'	75.00'	39°49'17"	N18°35'14"E	51.08'
10	105.04'	125.00'	48°08'47"	N22°44'59"E	101.98'
11	19.05'	25.00'	43°39'57"	N24°59'23"E	18.60'
12	240.48'	50.00'	275°34'12"	N39°03'29"W	67.19'
13	26.28'	25.00'	60°13'45"	N68°36'44"E	25.09'

Line Table

LINE	LENGTH(L)	BEARING
L1	41.79'	N 43°40'35" E
L2	20.62'	N 43°40'35" E
L3	21.10'	N 43°40'35" E
L4	42.54'	N 46°19'25" W
L5	21.23'	N 46°19'25" W
L6	21.32'	N 46°19'25" W
L7	15.00'	N 88°41'56" E
L8	15.00'	N 88°41'56" E
L9	17.06'	N 39°35'41" E
L10	23.06'	N 25°56'58" E

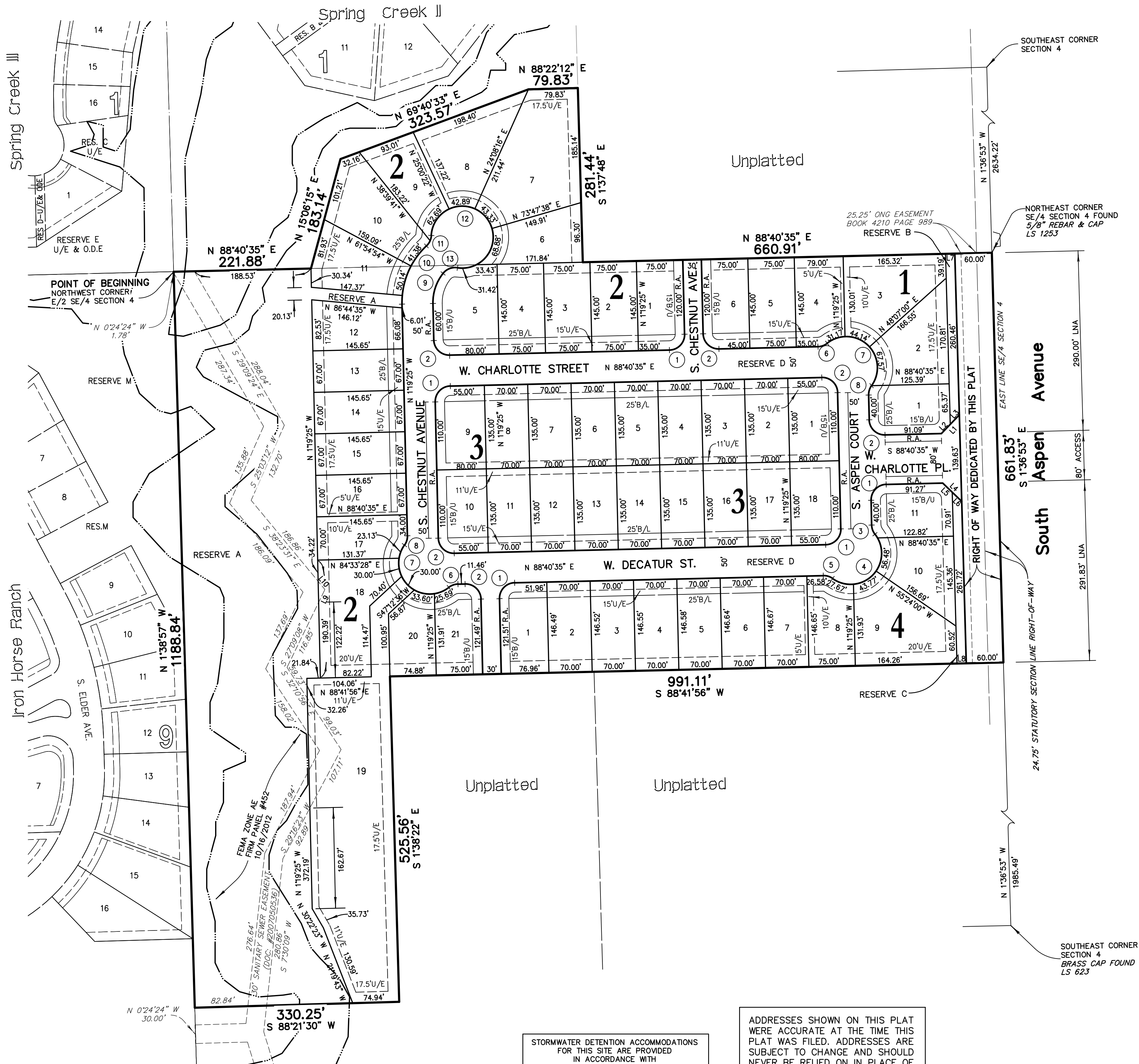
Backflow Preventer Table

BLOCK	LOT	PAD ELEV	HIGHEST ADJACENT RIM ELEVATION
1	1	643.80	646.40
1	2	643.95	647.90
1	3	643.95	648.00
1	4	643.30	648.00
1	5	644.50	654.20
1	6	647.40	654.20
2	1	648.80	654.20
2	2	647.80	654.20
2	3	647.60	649.30
2	4	646.90	649.30
2	5	646.20	649.30
2	6	638.20	642.30
2	7	637.80	642.30
3	10	645.50	647.70
3	11	646.20	647.70
3	12	646.80	647.70
3	13	647.50	647.70
3	14	647.50	647.70
3	15	646.90	647.70
3	16	645.70	647.70
3	17	644.60	647.70
3	18	644.20	647.70
4	8	644.10	644.20
4	10	644.46	646.40
4	11	645.15	646.40

DATE OF PREPARATION: DECEMBER 08, 2015

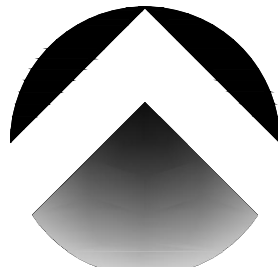
PRELIMINARY PLAT  
Aspen Ridge  
PUD 244

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

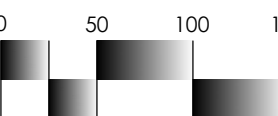


STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION # DD-70215-18

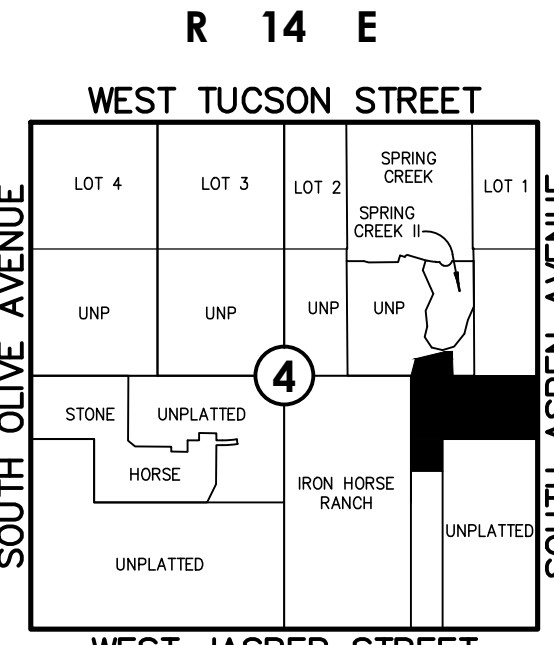
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF A LEGAL DESCRIPTION.



NORTH



Scale: 1"= 100'  
Tanner Consulting



Location Map  
Scale: 1"= 2000'

SUBDIVISION CONTAINS:

FIFTY-SIX (56) LOTS  
IN THREE (4) BLOCKS & FOUR (4) RESERVES  
GROSS SUBDIVISION AREA: 26.293 ACRES

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CHB	CHORD BEARING
CHD	CHORD DISTANCE
CL	CENTERLINE
DOC	DOCUMENT
ESMT	EASEMENT
ITB	INITIAL TANGENT BEARING
LNA	LIMITS OF ACCESS
R.A.	RESTRICTED ACCESS - SEE NOTE 4
SEP INSTR	SEPARATE INSTRUMENT
U/E	UTILITY EASEMENT
6815	ASSIGNED ADDRESS

SURVEYOR/ENGINEER:  
Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2017  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918)745-9929

OWNER:  
Aspen Crossing, LLC

CONTACT: DANIEL RUHL  
11029 South Memorial Drive  
Tulsa, Oklahoma 74133  
Phone: 918-814-0881

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

Mayor

Attest: City Clerk

Aspen Crossing  
CASE NO. BAZ-1949  
DEVELOPMENT NO. 00-000  
SHEET 1 OF 3

# Aspen Ridge

PUD 244

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR ASPEN RIDGE

KNOW ALL MEN BY THESE PRESENTS:

THAT ASPEN RIDGE, LLC., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION FOUR (4); THENCE NORTH 88°40'35" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 221.88 FEET; THENCE NORTH 15°06'15" EAST DEPARTING SAID NORTH LINE FOR A DISTANCE OF 183.14 FEET; THENCE NORTH 69°40'33" EAST FOR A DISTANCE OF 323.57 FEET; THENCE NORTH 88°22'12" EAST FOR A DISTANCE OF 79.83 FEET; THENCE SOUTH 1°37'48" EAST FOR A DISTANCE OF 281.44 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 88°40'35" EAST ALONG SAID NORTH LINE, FOR A DISTANCE OF 660.91 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 1°36'53" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 661.83 FEET; THENCE SOUTH 88°41'56" WEST DEPARTING SAID EAST LINE, FOR A DISTANCE OF 991.11 FEET; THENCE SOUTH 1°38'22" EAST FOR A DISTANCE OF 525.56 FEET; THENCE SOUTH 88°21'30" WEST FOR A DISTANCE OF 330.25 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 1°38'57" WEST ALONG THE WEST LINE OF SAID EAST HALF, FOR A DISTANCE OF 1188.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,145,334 SQUARE FEET OR 26.293 ACRES, MORE OR LESS.

BASIS OF BEARING: THE BEARINGS SHOWN HEREON ARE GRID AND HAVE BEEN ESTABLISHED BY STATE PLANE COORDINATES, NAD 83, OKLAHOMA NORTH ZONE.

THE DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "ASPEN RIDGE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEEES AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNERS OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY.

### SECTION I. STREETS AND UTILITY EASEMENTS

#### A. PUBLIC STREETS AND UTILITY EASEMENTS

THE DEVELOPER 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," AND RESERVE A 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 DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING WITHIN SUCH EASEMENTS.

#### B. UNDERGROUND SERVICE.

- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH LOT; PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SAID SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE 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 SAID STRUCTURE.
- THE SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS 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 SAID UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- 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. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGES OR RELOCATION OF SUCH FACILITIES CAUSED OR

NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. SAID ALTERATIONS OF GRADE AND LIMITATION OF CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO EASEMENTS AND DOES NOT APPLY TO AREAS OUTSIDE OF THE EASEMENTS DESIGNATED ON THE PLAT.

- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

#### C. WATER AND SEWER SERVICES.

- EACH OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, THE PUBLIC SANITARY SEWER MAIN AND STORM SEWER LOCATED ON SUCH LOT.
- WITHIN THE UTILITY EASEMENTS DEPICTED ON THE PLAT, THE ALTERATION OF GRADE ELEVATIONS IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE PUBLIC WATER AND SEWER MAINS SHALL BE PROHIBITED.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF THE PUBLIC WATER AND SEWER MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF SUCH OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS 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, SANITARY SEWER, OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE ABOVE OWNER AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

#### D. GAS SERVICE.

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN SUCH OWNER'S 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 SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACT OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

#### E. SURFACE DRAINAGE.

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AREA AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

#### F. PAVING, WALLS, FENCING AND LANDSCAPING WITHIN EASEMENTS.

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO THE PAVING, WALLS, FENCING LANDSCAPING OCCASIONED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THAT THE CITY OF BROKEN ARROW, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

#### G. SIDEWALKS.

- INTERIOR SIDEWALKS SHALL BE CONSTRUCTED BY EACH PROPERTY OWNER IN COMPLIANCE WITH THE ENGINEERING DESIGN STANDARDS OF THE CITY OF BROKEN ARROW.
- SIDEWALKS WILL BE CONSTRUCTED BY THE DEVELOPER ALONG SOUTH ASPEN AVENUE AND ALL STREETS ADJACENT TO ALL RESERVE AREAS

#### H. LIMITS OF NO ACCESS.

- THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ("LNA"), EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE OWNER AND THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO.
- WHERE BUILDING SETBACK IS LESS THAN 20 FEET FROM A STREET RIGHT-OF-WAY LINE, NO ACCESS IS ALLOWED TO ABUTTING STREET.
- THE FOREGOING COVENANTS CONCERNING "LIMITS OF NO ACCESS" ("LNA") SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

#### H. OVERLAND DRAINAGE EASEMENTS

- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS

THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE STATED HEREIN OF PROVIDING EQUIPMENT ACCESS FOR ROUTINE INSPECTION AND MAINTENANCE OF THE EXISTING FEMA FLOODPLAIN BY THE CITY OR ITS DESIGNATED CONTRACTOR.

- DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

- NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BY ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.

- OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

### SECTION II. RESERVES

#### A. RESERVE AREA "A"

THIS RESERVE AREA IS DESIGNATED TO BE USED AS A UTILITY AND OVERLAND DRAINAGE EASEMENT AND FOR UNINHIBITED ACCESS TO THE EXISTING FEMA FLOODPLAIN FOR ROUTINE INSPECTION AND MAINTENANCE BY THE CITY OF BROKEN ARROW OR ITS DESIGNATED CONTRACTOR.

#### B. RESERVE AREAS "B" AND "C"

THESE RESERVE AREAS ARE DESIGNATED TO BE USED AS A UTILITY EASEMENT AND FOR RECREATIONAL SPACE INCLUDING BUT NOT LIMITED TO LANDSCAPING FEATURES.

#### C. RESERVE AREA "D"

THIS RESERVE AREA IS DESIGNATED TO BE USED AS A UTILITY EASEMENT AND AS PRIVATE STREETS, INCLUDING GATES & ENTRY FEATURES.

#### D. ALL RESERVES

- ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION. SEE SECTION IV FOR ADDITIONAL DETAILS AND REQUIREMENTS. THE CITY OF BROKEN ARROW SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE.
- IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF SAID 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 OF THE LOTS WITHIN THE ADDITION. SUCH COST OF MAINTENANCE ALL BECOME A LIEN ON ALL THE RESIDENTIAL LOTS (AS HEREINAFTER DEFINED), WHICH MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA; OR THE CITY OF BROKEN ARROW OR THE BROKEN ARROW ENGINEERING AND CONSTRUCTION DEPARTMENT MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BROKEN ARROW.

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

Mayor

Attest: City Clerk

Aspen Ridge  
CASE NO. BAZ-1949  
DEVELOPMENT NO. 00-000  
SHEET 2 OF 3



# Aspen Ridge

## PUD 244

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

### SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS.

WHEREAS, ASPEN RIDGE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT 244 (DESIGNATED AS PUD ) AS PROVIDED WITHIN SECTIONS 1 THROUGH 7 OF ARTICLE 8 OF THE ZONING ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA AS THE SAME EXISTED ON MAY 3, 2004. WHEREAS PUD WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION ON AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW.

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

WHEREAS, THE DEVELOPER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE COMPLIANCE WITH PUD NO. 181 FOR THE MUTUAL BENEFIT OF THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY.

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

#### A. DEVELOPMENT STANDARDS

LAND AREA (GROSS): 26.293 ACRES

##### 10. PERMITTED USES:

THOSE USES PERMITTED AS A MATTER OF RIGHT IN RS-2, ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE, INCLUDING LANDSCAPED FEATURES AND SECURED ENTRANCES AND RECREATIONAL FACILITIES AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

##### 11. MINIMUM YARD

MAXIMUM NUMBER OF DWELLING UNITS:	60
MINIMUM LOT WIDTH:	60 FT.
MINIMUM LOT AREA:	8,000 SQ. FT.
OTHER BULK AND AREA REQUIREMENTS:	AS PROVIDED WITHIN A RS-2 DISTRICT

##### 12. OFF-STREET PARKING:

TWO (2) ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT

##### 13. MINIMUM YARD REQUIREMENTS:

FRONT YARD (FROM PROPERTY LINE OF ABUTTING STREET):	25 FEET
SIDE YARDS:	5 FEET
REAR YARD:	20 FEET

##### 14. STREETS:

MINIMUM STREET RIGHT-OF-WAY WIDTH OF 50 FEET WITH MINIMUM 26 FEET OF PAVING.\*

##### 15. SIGNS:

TWO ENTRY SIGNS SHALL BE PERMITTED, AT BOTH ENTRANCES, ALONG THE SOUTH ASPEN AVENUE FRONTAGE, NOT TO EXCEED THIRTY-SIX SQUARE FEET IN SIZE, AND SIX FEET IN HEIGHT EACH.

\*SHALL BE PRIVATE AND SHALL BE CONSTRUCTED TO MEET THE STANDARDS OF THE CITY OF BROKEN ARROW FOR MINOR RESIDENTIAL STREETS.

##### 16. SOUTH ASPEN AVENUE FRONTAGE:

A LANDSCAPE RESERVE AREA OF AT LEAST TEN FEET IN WIDTH SHALL BE PROVIDED ADJACENT TO SOUTH ASPEN AVENUE. WITHIN THE LANDSCAPE AREA, AT LEAST ONE TREE PER FIFTY LINEAL FEET SHALL BE INSTALLED. THE LANDSCAPE RESERVE AND ASSOCIATED LANDSCAPING SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.

### SECTION IV. HOMEOWNERS' ASSOCIATION.

#### A. ASPEN RIDGE

##### 1. FORMATION.

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ASPEN RIDGE HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT CORPORATE ENTITY (HEREIN REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION"). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING, ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN ASPEN RIDGE AND SUBSEQUENT LOTS AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE ADDITION.

##### 2. MEMBERSHIP.

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION. EACH LOT SHALL BE ALLOCATED ONE (1) VOTE IN THE HOMEOWNERS' ASSOCIATION.

##### 3. ASSESSMENT.

EACH RECORD OWNER OF A LOT WITHIN ASPEN RIDGE AND ANY SUBSEQUENT LOTS SHALL BE SUBJECTED TO ASSESSMENT BY THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS, INCLUDING BUT NOT LIMITED TO THE RESERVE AREAS, DETENTION FACILITIES, ENTRANCES, LANDSCAPING, AND OTHER COMMON AREAS.

DUES AND ASSESSMENTS SHALL BE ESTABLISHED BY THE ASSOCIATION ACCORDING TO THE PROVISION IN THE CERTIFICATE OF INCORPORATION AND BY-LAWS, AND THE ASSOCIATION SHALL HAVE LEGAL REMEDY FOR THE FAILURE OF ANY PROPERTY OWNER TO MAKE TIMELY PAYMENT OF DULY AUTHORIZED DUES AND ASSESSMENTS.

WITHOUT LIMITATION OF SUCH POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, THE SAME EXTENT AS A PROPERTY OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A PROPERTY OWNER.

### SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY.

#### A. ENFORCEMENT.

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE BINDING UPON THE OWNER, ITS GRANTEES, SUCCESSORS AND ASSIGNS. IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS, GRANTEES, 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 OWNER OR ANY OTHER OWNER OF A LOT IN THE SUBDIVISION, 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 RESTRICTIONS TO PREVENT VIOLATION AND TO RECOVER DAMAGES FOR THE VIOLATION THEREOF: THE PREVAILING PARTY IN ANY SUCH SUIT SHALL BE ENTITLED TO RECOVER A REASONABLE ATTORNEY'S FEE AND THE COSTS OF THE ACTION.

WITHIN THE PROVISIONS OF SECTION I, STREETS AND UTILITY EASEMENTS ARE SET FORTH CERTAIN COVENANTS AND CERTAIN ENFORCEMENT RIGHTS PERTAINING THERETO AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH THEREIN OR IMPOSED THEREBY. IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS, GRANTEES, 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 CITY 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 RESTRICTIONS 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 SOONER TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

#### C. SEVERABILITY.

INVALIDATION OF ANY COVENANT OR 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.

#### D. AMENDMENT.

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS AND UTILITY EASEMENTS HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW CITY COUNCIL OR ITS SUCCESSORS AND THE CITY. THE COVENANTS WITHIN SECTION IV, HOMEOWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE DEVELOPER DURING SUCH TIME AS IT OWNS ANY LOT IN THE SUBDIVISION WITHOUT THE APPROVAL OF ANY OTHER LOT OWNERS, OR, IN THE ALTERNATIVE, BY THE OWNERS OF AT LEAST SIXTY-FIVE PERCENT (65%) OF THE LOTS IN THE SUBDIVISION; PROVIDING, HOWEVER, THAT SO LONG AS THE DEVELOPER OWNS ANY LOT IN THE SUBDIVISION ANY SUCH AMENDMENT MUST BE APPROVED IN WRITING BY THE DEVELOPER. THE DEVELOPER MAY DELEGATE ITS RIGHT TO APPROVE ANY SUCH AMENDMENT TO THE ARCHITECTURAL COMMITTEE. ANY SUCH AMENDMENT SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY EXECUTED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA.

IN WITNESS WHEREOF, ASPEN RIDGE, LLC., HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

ASPEN RIDGE, LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
DANIEL RUHL  
MANAGER

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, PERSONALLY APPEARED DANIEL RUHL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS MANAGER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF STONE HORSE, LLC., FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

#### CERTIFICATE OF SURVEY

I, DAN E. TANNER, 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 "ASPEN RIDGE", 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

BY: \_\_\_\_\_  
DAN E. TANNER,  
PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, PERSONALLY APPEARED DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

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

Mayor

Attest: City Clerk