



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 \$~~5000~~ per trust receipt no. ~~2007133196~~ to be applied to 20 ~~07~~ taxes. This certificate is NOT to be construed as payment of 20 ~~07~~ taxes in full but is given in order that this plat may be filed on record. 20 ~~07~~ taxes may be paid the amount of the security deposit.

Dated 30-Nov-07

Dennis Semel
Tulsa County Treasurer
Deputy

SP 204

PLAT No.

6163

BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER

701 SOUTH MAIN STREET
BROKEN ARROW, OK

AND A RESUBDIVISION OF BLOCKS 68, 71, & 72,
ORIGINAL TOWN OF BROKEN ARROW AND PART
OF GALVESTON STREET & FIRST STREET AND LOT 13,
BLOCK 5 & PART OF RESERVE, FEARS ADDITION, CITY
OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

A SUBDIVISION IN THE SOUTHWEST QUARTER (SW/4) AND THE SOUTHEAST QUARTER (SE/4) IN SECTION 11,
TOWNSHIP 18 NORTH, RANGE 14 EAST & NORTHWEST QUARTER (NW/4)
AND NORTHEAST QUARTER (NE/4) IN SECTION 14, TOWNSHIP 18 NORTH, RANGE 14 EAST,
OF THE INDIAN BASE AND MERIDIAN AND TULSA COUNTY, STATE OF OKLAHOMA,
ACCORDING TO UNITED STATES GOVERNMENT SURVEY THEREOF

OWNER

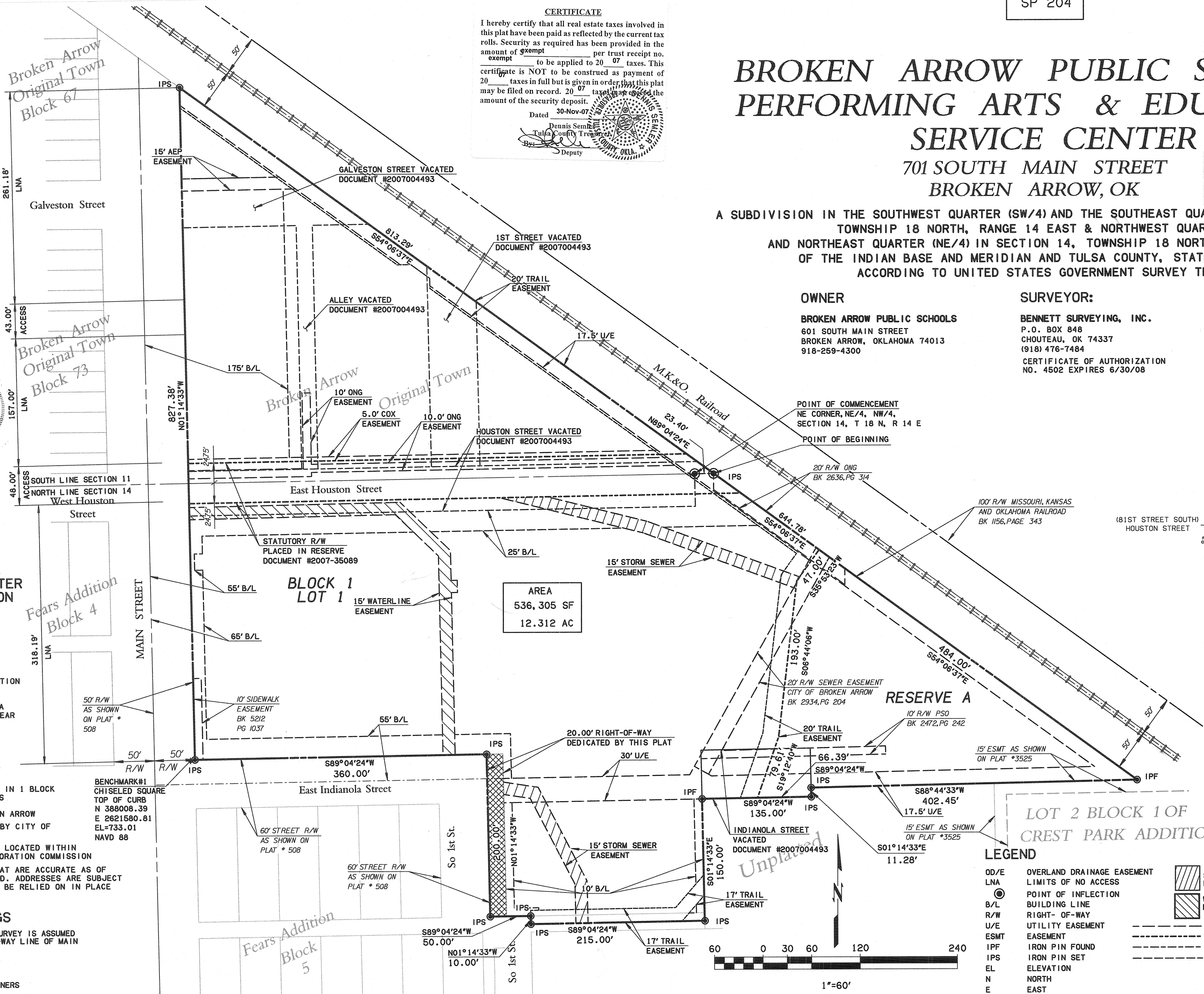
BROKEN ARROW PUBLIC SCHOOLS
601 SOUTH MAIN STREET
BROKEN ARROW, OKLAHOMA 74013
918-259-4300

SURVEYOR:

BENNETT SURVEYING, INC.
P.O. BOX 848
CHOUTEAU, OK 74337
(918) 476-7484
CERTIFICATE OF AUTHORIZATION
NO. 4502 EXPIRES 6/30/08

ENGINEER:

WALLACE ENGINEERING
STRUCTURAL & CIVIL CONSULTANTS
200 EAST BRADY STREET
TULSA, OKLAHOMA 74103-4209
(918) 584-5858
CERTIFICATE OF AUTHORIZATION
NO. 1460 EXPIRES 6/30/07



STATE OF OKLAHOMA }
COUNTY OF TULSA }

I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the 30 day of Nov 2007
EARLENE WILSON, Tulsa County Clerk
Deputy

BACKFLOW PREVENTER VALVE INFORMATION

BLOCK 1 LOT 1
PROPOSED FINISH
FLOOR 736.06

UPSTREAM MANHOLE TR 726.43

IF ACTUAL FINISHED FLOOR IS LOWER THAN ONE (1) FOOT ABOVE THE TOP OF RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDER'S RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTER VALVE NEAR THE BUILDING ACCORDING TO BROKEN ARROW ORDINANCE NO 2173, SECTION 24-100, ADOPTED OCTOBER 5, 1998.

STATISTICS

SUBDIVISION CONTAINS 1 LOT IN 1 BLOCK
LOT 1 CONTAINS 12.312 ACRES

WATER SUPPLY CITY OF BROKEN ARROW
WASTEWATER TO BE RECEIVED BY CITY OF BROKEN ARROW

NO GAS/OIL WELLS ON RECORD LOCATED WITHIN PLAT BOUNDARY PER OK. CORPORATION COMMISSION

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

BASIS OF BEARINGS

THE BEARINGS BASE FOR THIS SURVEY IS ASSUMED USING THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET BEING N 01°14'33" W.

MONUMENTATION

A 3/8" IRON PIN SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

BENCHMARK #1
CHISELED SQUARE
TOP OF CURB
N 388008.39
E 2621580.81
EL=733.01
NAVD 88

BLOCK 1
LOT 1

AREA
536,305 SF
12.312 AC

RESERVE A

LOT 2 BLOCK 1 OF
CREST PARK ADDITION

LEGEND

OD/E OVERLAND DRAINAGE EASEMENT
LNA LIMITS OF NO ACCESS
POINT OF INFLECTION
B/L BUILDING LINE
R/W RIGHT-OF-WAY
U/E UTILITY EASEMENT
ESMT EASEMENT
IPF IRON PIN FOUND
IPS IRON PIN SET
EL ELEVATION
N NORTH
E EAST

STORM SEWER EASEMENT
WATER LINE EASEMENT
ESMT BOUNDARY
RESERVE BOUNDARY
VACATED R/W
BUILDING LINE

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED BY ONSITE DETENTION FACILITY IN ACCORDANCE WITH FEE-IN-LIEU OF DETERMINATION # DD-53006-29



APPROVED 10-2-06 by the Council of the City of Broken Arrow, Oklahoma.
Mayor
Attest: City Clerk 7-11-07

CASE NUMBER - PT06-119
DEVELOPMENT NUMBER - DN06-152

DATE OF PREPARATION 5/17/07
SHEET 1 of 4

EASEMENT DIMENSIONS	
WATER EASEMENT	
W1	44.59' S 01°14'33" E
W2	260.26' N 88°45'27" E
W3	86.06' S 46°14'33" E
W4	36.52' S 01°14'33" E
W5	7.50' N 88°41'52" E
W6	15.00' S 01°14'33" E
W7	7.50' S 88°41'52" W
W8	199.80' S 01°14'33" E
W9	15.00' S 89°04'24" W
W10	245.03' N 01°14'33" W
W11	73.64' N 46°14'33" W
W12	254.05' S 88°45'27" W
W13	15.00' N 01°14'33" W
STORM SEWER EASEMENT	
S1	39.75' S 01°14'33" E
S2	383.05' N 88°04'24" E
S3	58.79' N 88°04'24" E
S4	127.04' S 76°08'36" E
S5	201.03' S 69°54'41" E
S6	15.02' S 16°52'15" W
S7	200.83' N 69°54'41" W
S8	183.07' N 76°08'36" W
STORM SEWER EASEMENT	
S20	34.67' S 01°14'33" E
S21	43.30' S 81°25'38" E
S22	130.37' S 27°36'22" E
S23	51.80' S 01°14'33" E
S24	15.00' S 89°04'24" W
S25	48.20' N 01°14'33" W
S26	119.25' N 27°36'22" W
S27	33.09' N 81°25'38" W
S28	15.22' N 01°14'33" W
UTILITY EASEMENT	
U1	1458.07' S 54°06'37" E
U2	402.45' S 88°44'33" W
U3	11.28' S 01°14'33" E
U4	135.00' S 89°04'24" W
U5	245.00' S 89°04'19" W
U6	30.00' N 01°14'33" W
U7	230.33' N 89°04'24" E
U8	11.91' N 29°19'00" E
U9	24.25' S 60°41'00" E
U10	473.10' N 88°44'33" E
U11	1012.49' N 54°06'37" W
U12	9.39' N 01°07'56" W
U13	28.96' N 54°06'37" W
U14	12.46' S 88°52'04" W
U15	335.70' N 54°06'37" W
U16	21.95' N 01°14'33" W
TRAIL EASEMENT	
T1	974.07' S 54°06'37" E
T2	47.00' S 35°53'23" W
T3	192.99' S 06°42'49" W
T4	79.61' S 19°12'40" W
T5	21.30' S 89°04'24" W
T6	84.76' N 19°12'40" E
T7	196.01' N 06°44'06" E
T8	32.20' N 35°53'23" E
T9	558.68' N 54°06'37" W
T10	12.52' N 01°07'56" W
T11	28.96' N 54°06'37" W
T12	16.61' S 88°52'04" W
T13	330.49' N 54°06'37" W
T14	25.09' N 01°14'33" W
TRAIL EASEMENT	
T20	17.00' N 01°14'33" W
T21	179.35' N 89°04'24" E
T22	53.10' N 40°56'20" E
T23	25.32' S 01°14'33" E
T24	41.93' S 40°56'20" W
T25	186.84' S 89°04'24" W

Broken Arrow
Original Town
Block 67

Broken Arrow
Original Town
Block 73

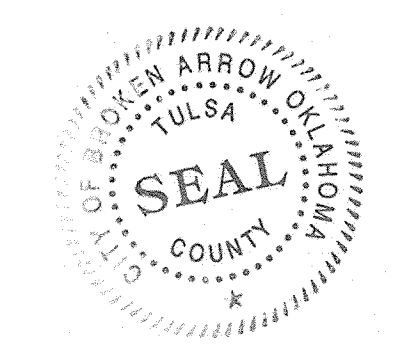
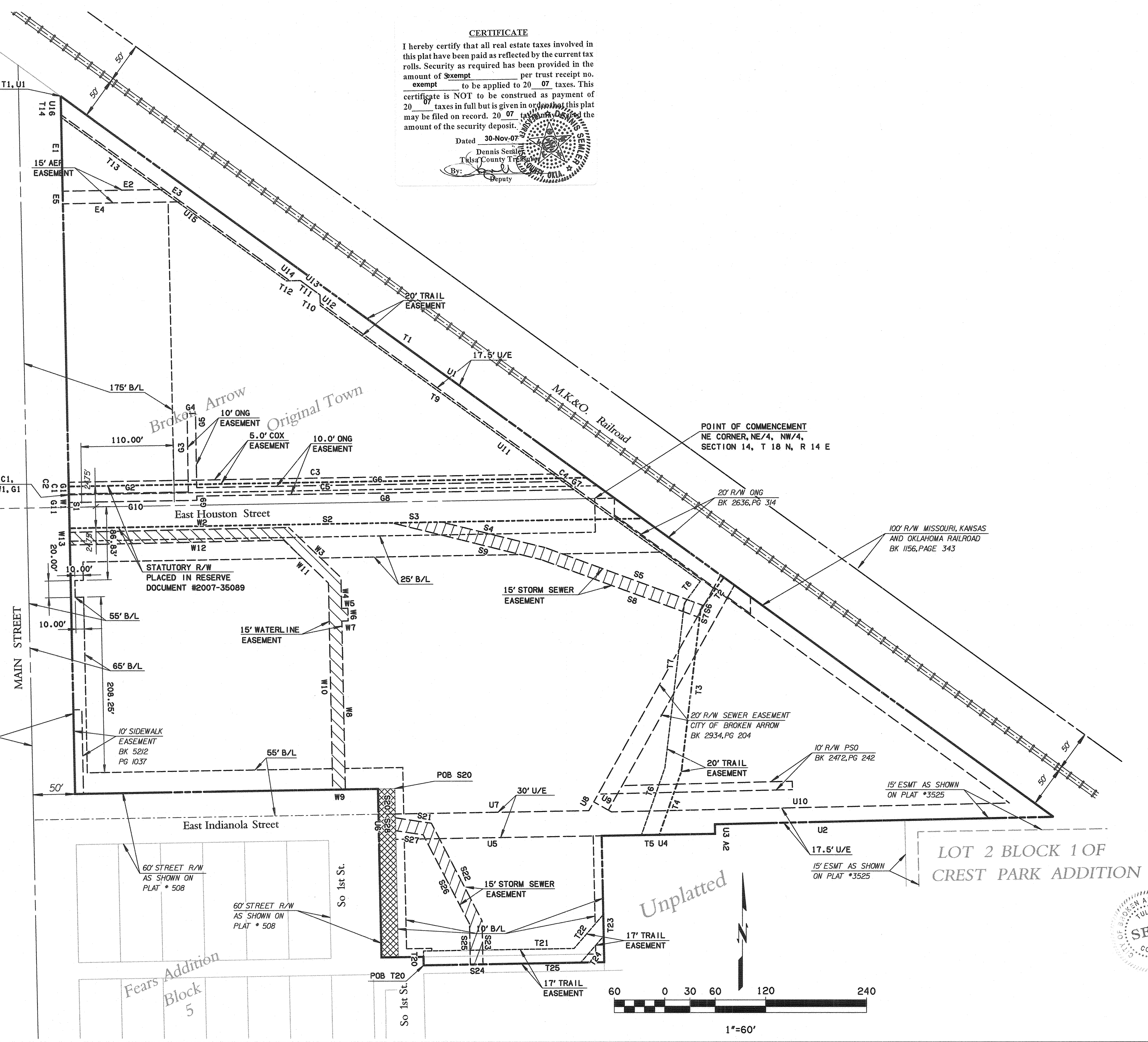
Fears Addition
Block 4

Fears Addition
Block 5

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 \$exempt per trust receipt no. exempt to be applied to 20 07 taxes. This certificate is NOT to be construed as payment of 20 07 taxes in full but is given in order that this plat may be filed on record. 20 07 taxes are to be paid the amount of the security deposit.
Dated 30-Nov-07
Dennis Semler
Tulsa County Treasurer
By: [Signature] Deputy

EASEMENT DIMENSIONS	
AEP EASEMENT	
E1	112.38' S 01°14'33" E
E2	120.30' N 89°04'24" E
E3	25.03' S 54°03'37" E
E4	140.25' S 89°04'24" W
E5	15.00' N 01°14'33" E
COX EASEMENT	
C1	9.75' N 01°14'33" W
C2	5.00' N 01°14'33" W
C3	579.62' N 89°04'24" E
C4	8.34' S 54°03'37" E
C5	586.27' S 89°04'24" E
ONG EASEMENT	
G1	0.83' N 01°14'33" W
G2	141.93' N 89°04'24" E
G3	92.89' N 00°55'36" W
G4	10.00' N 89°04'24" E
G5	87.89' S 00°55'36" E
G6	439.56' N 89°04'24" E
G7	16.69' S 54°06'37" E
G8	542.91' S 89°04'24" W
G9	5.00' S 00°55'36" E
G10	151.85' S 89°04'24" W
G11	9.17' N 01°14'33" W

\\civildserver\construction\0540042 BA Public Schools Performing Arts Center\ dgn\ Plat\ EASEMENTS.dgn 3/4/28 PM 5/2/2007



APPROVED 10-2-06 by
the Council of the City of
Broken Arrow, Oklahoma.
7-11-07
J. Wade McCalister, Jr.
Mayor
Pineau C. Laguerre
Attest: City Clerk 7-11-07
CASE NUMBER - PT06-119
DEVELOPMENT NUMBER - DN06-152
DATE OF PREPARATION 5/17/07
SHEET 2 of 4

BROKEN ARROW PUBLIC SCHOOLS
PERFORMING ARTS & EDUCATION SERVICE CENTER
Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

THE INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA, a/k/a BROKEN ARROW PUBLIC SCHOOLS IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4, NW/4) AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4, NE/4) OF SECTION FOURTEEN (14) AND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4, SW/4) OF SECTION 11, TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4,NW/4) OF SAID SECTION FOURTEEN (14), THENCE N 89°04'24"E, A DISTANCE OF 23.40 FEET TO THE POINT OF BEGINNING:

THENCE S 54° 06' 37" E, A DISTANCE OF 644.78 FEET THENCE S 88° 44' 33" W, A DISTANCE OF 402.45 FEET THENCE S 01°14' 33" E, A DISTANCE OF 11.28 FEET THENCE S 89° 04' 24" W, A DISTANCE OF 135.00 FEET THENCE S 01° 14' 33" E, A DISTANCE OF 150.00 FEET THENCE S 89° 04' 24" W, A DISTANCE OF 215.00 FEET; THENCE N 01° 14' 33" W, A DISTANCE OF 10.00 FEET; THENCE S 89° 04' 24" W, A DISTANCE OF 50.00 FEET; THENCE N 01° 14' 33" W, A DISTANCE OF 200.00 FEET, THENCE S 89° 04' 24" W, A DISTANCE OF 360.00 FEET; THENCE N 01° 14' 33" W, A DISTANCE OF 827.38 FEET, THENCE S 54° 06' 37" E, A DISTANCE OF 813.29 FEET; RETURNING TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 536,305.459 SQUARE FEET OR 12.312 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE LOT AND ONE RESERVE IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER," A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA AND A RESUBDIVISION OF BLOCKS 68, 71, & 72, ORIGINAL TOWN OF BROKEN ARROW AND PART OF GALVESTON STREET & FIRST STREET AND LOT 13, BLOCK 5 & PART OF RESERVE, FEARS ADDITION, CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (HEREINAFTER "BROKEN ARROW P.A.C." OR THE "SUBDIVISION"

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER 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 OWNER 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 INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE BOUNDARIES OF THE SUBDIVISION IF LOCATED WITHIN THE PUBLIC STREET AND UTILITY EASEMENTS HEREIN ESTABLISHED. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AND THE PRIVATE STREETS, AS DEPICTED ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT WAYS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 THE 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. EASEMENTS DEPICTED ON THE PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE EASEMENT SHALL BE PLACED, ERECTED, 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.

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

C. WATER AND SEWER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON HIS LOT.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE PLAT, THE ALTERATION OF GROUND ELEVATIONS IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED. WITHIN THE DEPICTED UTILITY EASEMENT AREA, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES, SHALL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE.

- THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, AND FOR PUBLIC SANITARY 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.

- THE CITY OF BROKEN ARROW, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS 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.

- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, AND THE OWNER OF THE 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 CERTIFICATE 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 THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

- THE FORGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. 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. STORMWATER DETENTION

- FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LAND WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC AND GRANT AND ESTABLISH PERPETUAL EASEMENTS ON OVER AND ACROSS RESERVE "A" (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE LAND WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

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

- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE "A" SHALL BE MAINTAINED BY THE OWNER OF LOT 1, BLOCK 1 (HEREINAFTER REFERRED TO AS THE "LANDOWNER") AND SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS AND SILTATION. ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREA SHALL BE PERFORMED BY THE LANDOWNER AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER.

- THE DETENTION EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

- IN THE EVENT THE LANDOWNER SHALL FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREA AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE DETENTION EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE LANDOWNER.

- IN THE EVENT THE LANDOWNER, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST LOT 1, BLOCK 1.

- A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW AND STATE OF OKLAHOMA.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH MAIN STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

H. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

I. UTILITY AND GOVERNMENTAL SERVICES ACCESS EASEMENT

THE OWNER HEREIN GRANTS TO THE CITY OF BROKEN ARROW, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE DRIVES WITHIN THE SUBDIVISION AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

J. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN SECTIONS I & II, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH IN THE BROKEN ARROW ZONING ORDINANCE NO. 1560, ADOPTED BY THE OF THE CITY OF BROKEN ARROW ON SEPTEMBER 10, 1989 OR AS SUBSEQUENTLY AMENDED.

SECTION II. SPECIFIC USE PERMIT AND DOWNTOWN DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS

WHEREAS, THE BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER WAS PROCESSED AS BROKEN ARROW SPECIAL USE PERMIT SP204 AND DOWNTOWN DEVELOPMENT DISTRICT PLAN DDD06-104 PURSUANT TO THE PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS THE SAME EXISTED ON JUNE 6, 2006, WHICH DOWNTOWN DEVELOPMENT DISTRICT PLAN DDD06-104 WAS REVIEWED AND RECOMMENDED FOR APPROVAL ON JUNE 6, 2006 BY THE DOWNTOWN DEVELOPMENT DISTRICT COMMITTEE, AND WHICH DOWNTOWN DEVELOPMENT DISTRICT PLAN, DDD06-104 AND SPECIFIC USE PERMIT SP204 WERE REVIEWED AND RECOMMENDED FOR APPROVAL ON JUNE 22, 2006 BY THE BROKEN ARROW PLANNING COMMISSION, AND WERE APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ON JULY 19, 2006.

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF DOWNTOWN DEVELOPMENT DISTRICT DDD06-104 AND SPECIFIC USE PERMIT SP204 AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES, AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND WHICH SHALL BE ENFORCEABLE BY THE OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA:

A. DEVELOPMENT STANDARDS AND RESTRICTIONS

THE FOLLOWING DEVELOPMENT STANDARDS AND RESTRICTIONS SHALL APPLY:

1. PERMITTED USES

a. LOT 1, BLOCK 1

THE ADMINISTRATIVE OFFICES OF THE BROKEN ARROW SCHOOL DISTRICT, THE BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS CENTER, INCLUDING COMMUNITY EVENTS AND PRODUCTIONS PRODUCED AND PRESENTED BY PRIVATE ENTITIES, OFF-STREET PARKING AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES SHALL BE PERMITTED IN LOT 1, BLOCK 1.

b. RESERVE AREA A

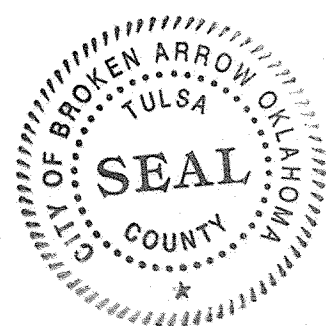
STORM WATER DRAINAGE AND DETENTION FACILITIES, RECREATION FACILITIES, AND OPEN SPACE SHALL BE THE ONLY USES PERMITTED IN RESERVE A.

2. MAXIMUM BUILDING FLOOR AREA

THE MAXIMUM BUILDING FLOOR AREA OF THE PERFORMING ARTS CENTER SHALL BE 80,000 SQUARE FEET; THE MAXIMUM BUILDING FLOOR AREA OF THE ADMINISTRATIVE OFFICES OF THE BROKEN ARROW SCHOOL DISTRICT SHALL BE 40,000 SQUARE FEET, INCLUDING THE 17,600 SQUARE FEET OF EXISTING ADMINISTRATIVE OFFICES BUILDING FLOOR AREA, PROVIDED, THE MAXIMUM BUILDING FLOOR AREA OF BUILDINGS WITHIN THE LOT 1, BLOCK 1 MAY BE INCREASED WITH APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION DURING THE SITE PLAN REVIEW PROCESS.

3. MAXIMUM BUILDING HEIGHTS

THE MAXIMUM BUILDING HEIGHT OF THE PERFORMING ARTS CENTER INCLUDING ADMINISTRATIVE OFFICES SHALL BE 85 FEET; THE MAXIMUM BUILDING HEIGHT OF THE SEPARATE ADMINISTRATIVE OFFICES OF THE BROKEN ARROW SCHOOL DISTRICT SHALL BE 35 FEET, PROVIDED THE MAXIMUM BUILDING HEIGHTS MAY BE INCREASED WITH APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION DURING THE SITE PLAN REVIEW PROCESS.



APPROVED 10-2-06 by
the Council of the City of
Broken Arrow, Oklahoma.
7-11-07
J. Wade McCall Sr.
Mayor
Diana C. Ligon
Attest: City Clerk 7-11-07

CASE NUMBER - PT06-119
DEVELOPMENT NUMBER - DN06-152

DATE OF PREPARATION 5/17/07
SHEET 3 of 4

4. MINIMUM BUILDING SET BACKS

- a. THE MINIMUM BUILDING SET BACKS OF THE PERFORMING ARTS CENTER SHALL BE:

FROM THE CENTERLINE OF S. MAIN STREET 55 FEET
NORTHWEST CORNER ARCHITECTURAL FEATURE 55 FEET
REMAINDER OF PERFORMING ARTS CENTER 65 FEET
FROM THE SOUTH BOUNDARY OF THE CLOSED
E. HOUSTON RIGHT-OF-WAY 25 FEET
FROM THE CENTERLINE OF E. INDIANOLA STREET 55 FEET

- b. THE MINIMUM BUILDING SET BACKS OF THE FREE-STANDING ADMINISTRATIVE OFFICES OF THE BROKEN ARROW SCHOOL DISTRICT SHALL BE:

FROM THE CENTERLINE OF S. MAIN STREET (EXISTING) 175 FEET
FROM THE CENTERLINE OF S. MAIN STREET (FUTURE BUILDINGS) 175 FEET
FROM THE M.K. & O. RR R/W (EXISTING) 10 FEET
FROM THE NORTH STATUTORY RIGHT-OF-WAY AS INDICATED ON THE PLAT 10 FEET

5. OFF-STREET PARKING

A MINIMUM OF 385 OFF-STREET PARKING SPACES SHALL BE PROVIDED AND DESIGNED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE.

6. INTERNAL LANDSCAPED OPEN SPACE

LANDSCAPING SHALL BE PROVIDED IN ACCORD WITH ARTICLE VIII, SECTION 19 OF THE BROKEN ARROW ZONING ORDINANCE AS FOLLOWS:

- a. A MINIMUM OF 10% OF THE AREA SOUTH OF THE NORTH LINE OF THE STATUTORY RIGHT-OF-WAY AS INDICATED ON THE PLAT SHALL BE LANDSCAPED OPEN SPACE;
b. A MINIMUM OF 10% OF THE AREA NORTH OF THE STATUTORY RIGHT-OF-WAY AS INDICATED ON THE PLAT SHALL BE LANDSCAPED OPEN SPACE;

7. SIGNAGE

SIGNS SHALL BE INSTALLED IN ACCORD WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE. ALL SIGNS SHALL HAVE A MONUMENT TYPE BASE. NO PORTABLE SIGNS SHALL BE PLACED ON ANY OF THE LIGHT STANDARDS WITHIN LOT 1, BLOCK 1, HOWEVER, FESTIVAL AND EVENT BANNERS SHALL BE PERMITTED.

PERMITTED SIGNAGE MAY INCLUDE THE FOLLOWING:

- a. A MONUMENT SIGN ON THE NORTHEAST CORNER OF THE PERFORMING ARTS CENTER WITH A MAXIMUM HEIGHT OF 5 FEET AND MAXIMUM LENGTH OF 50 FEET;
b. A MARQUEE TYPE SIGN NEAR THE NORTHWEST CORNER OF THE EXISTING EDUCATION SERVICE CENTER PARKING AREA WITH A MAXIMUM HEIGHT OF 20 FEET AND A MAXIMUM AREA OF 300 SQUARE FEET;
c. EDUCATION SERVICE CENTER WALL SIGNAGE ON THE NORTHEAST SIDE OF THE PERFORMING ARTS CENTER BUILDING IDENTIFYING ADMINISTRATIVE OFFICES;
d. EXISTING EDUCATION SERVICE CENTER WALL SIGNAGE ON THE WEST FACE OF THE EXISTING EDUCATION SERVICE CENTER BUILDING; AND
e. INTERNAL DIRECTIONAL AND IDENTIFICATION SIGNS EACH NOT EXCEEDING 6 SQUARE FEET IN AREA.

8. LIGHTING

LIGHT FIXTURES SHALL BE ARRANGED SO AS TO SHIELD AND DIRECT THE LIGHT AWAY FROM ADJACENT RESIDENTIAL AREAS.

LIGHT POLE LOCATIONS SHALL BE SHOWN ON THE SITE PLAN SUBMITTED TO THE PLANNING COMMISSION.

THE HEIGHT OF THE LIGHT FIXTURES WITHIN THE OFF-STREET PARKING AREAS SHALL NOT EXCEED 24 FEET. LIGHT FIXTURES SHALL BE PARALLEL TO THE GROUND SURFACE. LIGHT POLES AND FIXTURES SHALL BE SHOWN ON THE SITE PLAN SUBMITTED TO THE PLANNING COMMISSION.

- B. NO BUILDING PERMITS SHALL BE ISSUED FOR A BUILDING WITHIN THE BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER UNTIL A SITE PLAN, INCLUDING LANDSCAPING AND LIGHTING, HAS BEEN SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AS BEING IN ACCORD WITH THE PROVISIONS OF DDD06-104, SP204 AND THE BROKEN ARROW ZONING ORDINANCE.

- C. NO SIGN PERMIT SHALL BE ISSUED FOR THE ERECTION OF A SIGN WITHIN THE BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER UNTIL A SIGN PLAN, INCLUDING LANDSCAPING AND

LIGHTING, HAS BEEN SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AS BEING IN ACCORD WITH THE PROVISIONS OF DDD06-104, SP204 AND THE BROKEN ARROW ZONING ORDINANCE.

- D. ALL TRASH, MECHANICAL AND EQUIPMENT AREAS (EXCLUDING UTILITY SERVICE TRANSFORMERS, PEDESTALS, OR EQUIPMENT PROVIDED BY FRANCHISE UTILITY PROVIDERS), INCLUDING BUILDING MOUNTED, SHALL BE SCREENED FROM PUBLIC VIEW IN SUCH A MANNER THAT THE AREAS CANNOT BE SEEN BY PERSONS STANDING AT GROUND LEVEL.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED THE COVENANTS WITHIN SECTION I SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, SPECIFIC USE PERMIT AND DOWNTOWN DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS, ARE ESTABLISHED PURSUANT TO THE SPECIFIC USE PERMIT AND DOWNTOWN DEVELOPMENT DISTRICT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNER OF ANY LOT OR PARCEL WITHIN THE BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS, GRANTEES OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, THE SUPPLIER OF UTILITY SERVICE OR THE CITY OF BROKEN ARROW, OKLAHOMA MAY BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IF THE UNDERSIGNED OWNER, OR ITS SCUCCESSORS, GRANTEES OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY LOT OR PARCEL WITHIN THE BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER OR THE CITY OF BROKEN ARROW TO BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY 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 PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, SPECIFIC USE PERMIT AND DOWNTOWN DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS, 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 PLANNING COMMISSION, OR ITS SUCCESSORS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OF ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA, a/k/a BROKEN ARROW PUBLIC SCHOOLS, HAS EXECUTED THIS INSTRUMENT THIS 25 DAY OF May, 2007.

THE INDEPENDENT SCHOOL DISTRICT NO. 3
OF TULSA COUNTY, OKLAHOMA,
a/k/a BROKEN ARROW PUBLIC SCHOOLS

BY: Maryanne Filippo
President of the Board of Education

ATTEST:

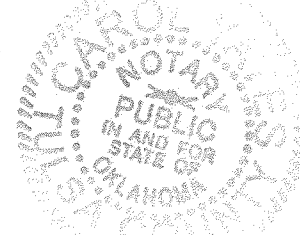
Shawn Whelpley
Clerk of the Board of Education

STATE OF OKLAHOMA)
COUNTY OF Tulsa) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 25th DAY OF May, 2007, BY Maryanne Filippo, PRESIDENT OF THE BOARD OF EDUCATION OF THE INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA, a/k/a BROKEN ARROW PUBLIC SCHOOLS.

May 29, 2009
MY COMMISSION EXPIRES

Carol Yates
NOTARY PUBLIC 01008942



CERTIFICATE OF SURVEY

I, R. WADE BENNETT, OF BENNETT SURVEYING, INC., A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HERE AS THE BROKEN ARROW PUBLIC SCHOOLS PERFORMING ARTS & EDUCATION SERVICE CENTER, A SUBDIVISION OF THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IT IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS 22ND DAY OF MAY, 2007.

R. Wade Bennett
REGISTERED PROFESSIONAL LAND SURVEYOR,
OKLAHOMA NUMBER 1556

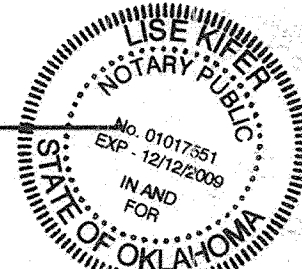


STATE OF OKLAHOMA)
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS 22ND DAY OF May, 2007, BY R. Wade Bennett

12/12/09
MY COMMISSION EXPIRES

Richard E. Phipps
NOTARY PUBLIC 01017551



APPROVED 10-2-06 by
the Council of the City of
Broken Arrow, Oklahoma.
7-11-07
J. Wade McCallister Sr. Jr.
Mayor
Phyllis C. Laguerre
Attest: City Clerk 7-11-07

CASE NUMBER - PT06-119
DEVELOPMENT NUMBER - DN06-152

DATE OF PREPARATION 5/17/07
SHEET 4 of 4