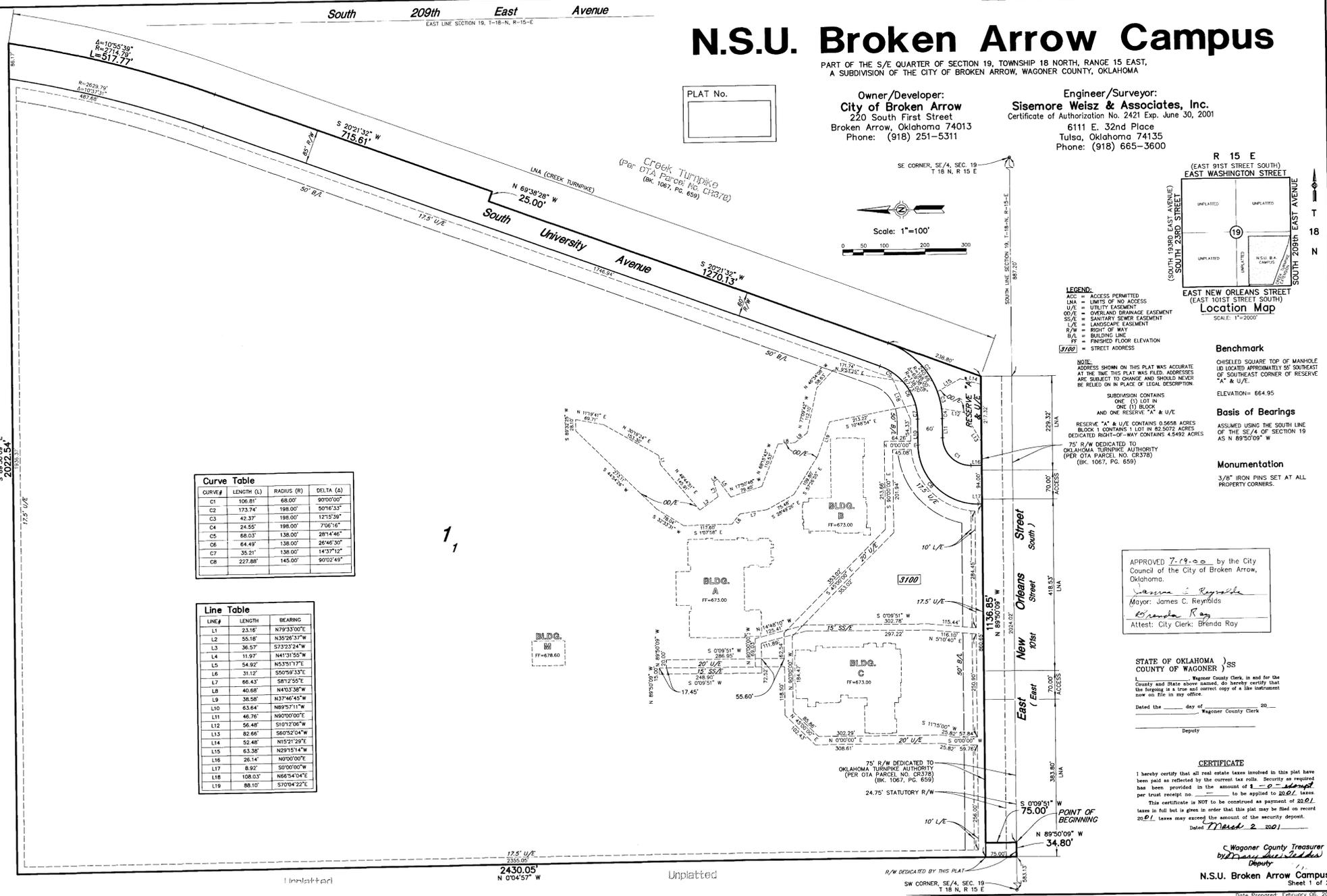


# N.S.U. Broken Arrow Campus

PART OF THE S/E QUARTER OF SECTION 19, TOWNSHIP 18 NORTH, RANGE 15 EAST,  
A SUBDIVISION OF THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

Owner/Developer:  
**City of Broken Arrow**  
220 South First Street  
Broken Arrow, Oklahoma 74013  
Phone: (918) 251-5311

Engineer/Surveyor:  
**Sisemore Weisz & Associates, Inc.**  
Certificate of Authorization No. 2421 Exp. June 30, 2001  
6111 E. 32nd Place  
Tulsa, Oklahoma 74135  
Phone: (918) 665-3600



CURVE#	LENGTH (L)	RADIUS (R)	DELTA (Δ)
C1	106.81	68.00	90°00'00"
C2	173.74	198.00	50°16'33"
C3	42.37	198.00	12°15'36"
C4	24.53	198.00	7°32'16"
C5	68.03	138.00	28°14'46"
C6	64.49	138.00	26°46'30"
C7	35.21	138.00	14°37'12"
C8	227.88	145.00	90°02'49"

LINE#	LENGTH	BEARING
L1	23.16	N79°33'00"E
L2	55.18	N35°26'37"W
L3	36.57	S73°23'24"W
L4	11.97	N41°31'55"W
L5	54.92	N53°51'17"E
L6	31.12	S50°59'33"E
L7	66.43	S81°25'52"W
L8	40.68	N43°03'36"W
L9	38.58	N37°46'45"W
L10	83.64	N89°57'11"W
L11	46.76	N90°00'00"E
L12	56.48	S101°20'58"W
L13	82.66	S69°52'04"W
L14	52.48	N19°21'28"E
L15	63.38	N29°15'14"W
L16	26.14	N0°00'00"E
L17	8.92	S0°00'00"W
L18	108.03	N86°54'04"E
L19	88.10	S70°04'22"E

**LEGEND:**  
 A/E = ACCESS PERMITTED  
 LNA = LIMITS OF NO ACCESS  
 U/E = UTILITY EASEMENT  
 O/A = OVERLAND DRAINAGE EASEMENT  
 S/O = SANITARY SEWER EASEMENT  
 L/E = LANDSCAPE EASEMENT  
 R/W = RIGHT-OF-WAY  
 B/L = BUILDING LINE  
 F/E = FINISHED FLOOR ELEVATION  
 S/A = STREET ADDRESS

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

**Subdivision Contains:**  
 ONE (1) LOT IN ONE (1) BLOCK AND ONE RESERVE "A" & U/E

**RESERVE "A" & U/E** CONTAINS 0.6688 ACRES (BLOCK 1) CONTAINS 1 LOT IN 82,507 ACRES DEDICATED RIGHT-OF-WAY CONTAINS 4.8492 ACRES

**75' R/W** DEDICATED TO OKLAHOMA TURNPIKE AUTHORITY (PER O.T.A. PARCEL NO. CR378) (BK. 1067, PG. 659)

**24.75' STATUTORY R/W**

**APPROVED 7-19-00** by the City Council of the City of Broken Arrow, Oklahoma.  
 Mayor: James C. Reynolds  
 Attest: City Clerk: Brenda Ray

STATE OF OKLAHOMA )  
 COUNTY OF WAGONER )  
 I, \_\_\_\_\_, Wagoner County Clerk, do hereby certify that the foregoing is a true and correct copy of a file submitted to me on this day of \_\_\_\_\_, 2001.  
 \_\_\_\_\_  
 Deputy

**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 \$ \_\_\_\_\_ to be applied to 2001 taxes. This certificate is NOT to be construed as payment of 2001 taxes in full but in lieu in order that this plat may be filed on record. 2001 taxes may exceed the amount of the security deposit.  
 Dated: March 2, 2001

Wagoner County Treasurer  
 \_\_\_\_\_  
 Deputy  
**N.S.U. Broken Arrow Campus**  
 Sheet 1 of 2  
 Date Prepared: February 06, 2001

# N.S.U. Broken Arrow Campus

PART OF THE S/E QUARTER OF SECTION 19, TOWNSHIP 18 NORTH, RANGE 15 EAST,  
A SUBDIVISION OF THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

## Deed of Dedication N.S.U. BROKEN ARROW CAMPUS

KNOW ALL MEN BY THESE PRESENTS:  
THE CITY OF BROKEN ARROW, HEREINAFTER REFERRED TO AS THE "OWNER" / DEVELOPER, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF THE SE/4 OF SAID SECTION 19, THENCE NORTH 89°50'09" WEST ALONG THE SOUTHERLY LINE THEREOF, FOR 2022.02 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND, THENCE CONTINUING NORTH 89°50'09" WEST ALONG SAID SOUTHERLY LINE, FOR 94.80 FEET, THENCE CONTINUING NORTH 89°50'09" WEST FOR 2430.05 FEET, THENCE SOUTH 02°25'21" WEST FOR 0.00 FEET TO A POINT OF CURVE, THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY AND ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 107°53'30" AND A RADIUS OF 2714.279 FEET FOR 517.77 FEET TO A POINT OF TANGENCY, THENCE ALONG SAID TANGENCY AND CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 20°21'32" WEST FOR 716.61 FEET, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 20°21'32" WEST FOR 1270.13 FEET TO A POINT THAT FALLS 75.00 FEET NORTHELY OF, AS MEASURED PERPENDICULARLY TO THE SOUTHERLY LINE OF THE SE/4 OF SAID SECTION 19, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 89°50'09" WEST, PARALLEL WITH SAID SOUTHERLY LINE, FOR 1136.85 FEET, THENCE SOUTH 00°59'10" WEST, PARALLEL WITH SAID SOUTHERLY LINE, TO THE POINT OF BEGINNING OF SAID TRACT OF LAND, CONTAINING 87.6222 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO 1 LOT, 1 BLOCK, AND RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE PROPERTY AS "N.S.U. BROKEN ARROW CAMPUS", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA.

### SECTION I. STREETS, EASEMENTS AND UTILITIES

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

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC 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, CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, 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/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 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/DEVELOPER HEREBY 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 STREETS AND 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 PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREBY SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBS, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

#### B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE EASEMENT AREAS OF THE SUBDIVISION. UNDERGROUND CABLE TELEVISION AND CABLE TELEVISION LINES OR OTHER LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT AREAS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE BOUNDS-OF-WAY OF THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY FOR SUCH SERVICES, SHALL BE LOCATED IN EASEMENT AREAS.  
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, OR TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, OR TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, OR TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE. THE SUPPLIER OF SUCH SERVICE SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS, 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, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.  
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT AREAS SHOWN ON THE PLAT OR OTHERWISE PROVIDED REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.  
4. THE OWNER OF LOT 1, BLOCK 1 SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

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

#### C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF LOT 1, BLOCK 1 SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWER MAINS LOCATED ON LOT 1, BLOCK 1.  
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE ELEVATIONS IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER, WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, 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, TO INCLUDE, VALVE BOXES, FIRE HYDRANTS AND MANHOLES WILL BE ADJUSTED, TO THE NEW GRADE BY THE OWNER AT THE OWNER'S EXPENSE.  
3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS, AND STORM AND RURAL WATER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND RURAL WATER DISTRICT NO. 4 OF WAGONER COUNTY, 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 OR SEWER FACILITIES.  
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY DISTRICT NO. 4 OF WAGONER COUNTY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HERETO.

#### D. RESERVE "A" & U/E

RESERVE "A" & U/E SHALL BE LIMITED TO USE FOR DECORATIVE FENCING, LANDSCAPING, SIGNAGE INCLUDING A SITE IDENTIFICATION SIGN, AND OPEN SPACES, AND SHALL BE FULLY MAINTAINED BY THE OWNER OF LOT 1, BLOCK 1. THE OWNER OF LOT 1, BLOCK 1 HEREBY ESTABLISHES AND GRANTS A GENERAL UTILITY EASEMENT ("U/E") WITHIN THE BOUNDS OF RESERVE "A" & U/E FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

#### E. OVERLAND DRAINAGE EASEMENT

1. FOR THE COMMON USE AND BENEFIT OF THE OWNER OF LOT 1, BLOCK 1, WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES DESIGNATED ON THE ACCOMPANYING PLAT AS "O/A" OR "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM LOT 1, BLOCK 1 WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.  
2. DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE BROKEN ARROW ENGINEERING DEPARTMENT.  
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE BROKEN ARROW ENGINEERING DEPARTMENT. HOWEVER, THAT THE PLANTING OF "TURT" OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE BROKEN ARROW ENGINEERING DEPARTMENT.

4. THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES LOCATED WITHIN LOT 1, BLOCK 1, SHALL BE MAINTAINED BY THE OWNER OF LOT 1, BLOCK 1, AT THE OWNER'S COST, IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN ITS GOVERNMENTAL CAPACITY, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES. THE COST THEREOF SHALL BE PAID BY THE OWNER OF THE LOT. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER CONTINUOUS NOTICE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OF THE OWNER OF THE BROKEN ARROW, OKLAHOMA.  
5. WITHIN AREAS IDENTIFIED AS OVERLAND DRAINAGE EASEMENT ("O/A") AND AS A GENERAL UTILITY EASEMENT ("U/E") THE EASEMENT AREA MAY BE UTILIZED FOR BOTH DRAINAGE AND GENERAL UTILITY PURPOSES, PROVIDED HOWEVER INTERFERE WITH OVERLAND FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF. CUSTOMARY UTILITY SERVICE, TRANSFORMERS, PEDESTALS AND METERS SHALL NOT BE DEEMED AN OBSTRUCTION.

#### F. SURFACE DRAINAGE

LOT 1, BLOCK 1 DEPICTED ON THE PLAT OF N.S.U. BROKEN ARROW CAMPUS, SHALL RECEIVE AND DRAIN, IN AN UNRESTRICTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS, NO LOT OWNER(S) OF LOT 1, BLOCK 1 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 LOT 1, BLOCK 1. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

#### G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST WASHINGTON STREET (EAST 101ST STREET SOUTH) AND THE CREEK TURNPIKE WITHIN WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, 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 LOT 1, BLOCK 1 SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO ALL EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.

#### I. SANITARY SEWER EASEMENT

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS A SANITARY SEWER EASEMENT ("S/O") WITHIN THE BOUNDS OF RESERVE "A" & U/E FOR INSTALLATION AND MAINTENANCE OF SANITARY SEWER FACILITIES, INCLUDING THE PIPES, AND OTHER APPURTENANCES THERETO WITH ALL FITTINGS INCLUDING THE INGRESS AND EGRESS TO AND UPON THE EASEMENT.  
2. THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, THAT WITHIN THE SANITARY SEWER 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 HEREBY SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBS AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

#### J. LANDSCAPED AREAS

LANDSCAPING OF LOT 1, BLOCK 1, N.S.U. BROKEN ARROW CAMPUS SHALL BE PROVIDED IN ACCORDANCE WITH BROKEN ARROW ZONING CODE, ARTICLE VII, SECTION 19 FOR THOSE AREAS OF THE ACCOMPANYING PLAT DESIGNATED AS "L/E" OR "LANDSCAPE EASEMENT". UPKEEP AND MAINTENANCE OF DESIGNATED "L/E" OR "LANDSCAPE EASEMENT" AREAS SHALL BE THE RESPONSIBILITY OF THE LOT OWNER OF LOT 1, BLOCK 1, N.S.U. BROKEN ARROW CAMPUS.

#### 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 OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES. ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO.

##### B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL JANUARY 1, 2020, AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

##### C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED BY ANY "U/E" BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

##### D. SEVERABILITY

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

IN WITNESS WHEREOF, THE CITY OF BROKEN ARROW, OKLAHOMA, HAS EXECUTED THIS INSTRUMENT THIS 24th DAY OF February, 2001.

THE CITY OF BROKEN ARROW, OKLAHOMA  
BY: James C. Reynolds  
MAYOR

STATE OF OKLAHOMA )  
COUNTY OF WAGONER )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 24th DAY OF February, 2001, PERSONALLY APPEARED JAMES C. REYNOLDS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AS MAYOR OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

James C. Reynolds  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-16-04

#### CERTIFICATE OF SURVEY

I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, INC., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF AS "N.S.U. BROKEN ARROW CAMPUS", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, AS 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 AS ADOPTED.

Dean Robinson  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1146

STATE OF OKLAHOMA )  
COUNTY OF TULSA )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 27th DAY OF February, 2001, PERSONALLY APPEARED DEAN ROBINSON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, 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 SAID COUNTY AND STATE, FOR THE USES AND PURPOSES THEREIN SET FORTH.

Dean Robinson  
NOTARY PUBLIC

MY COMMISSION EXPIRES: NOVEMBER 13, 2003