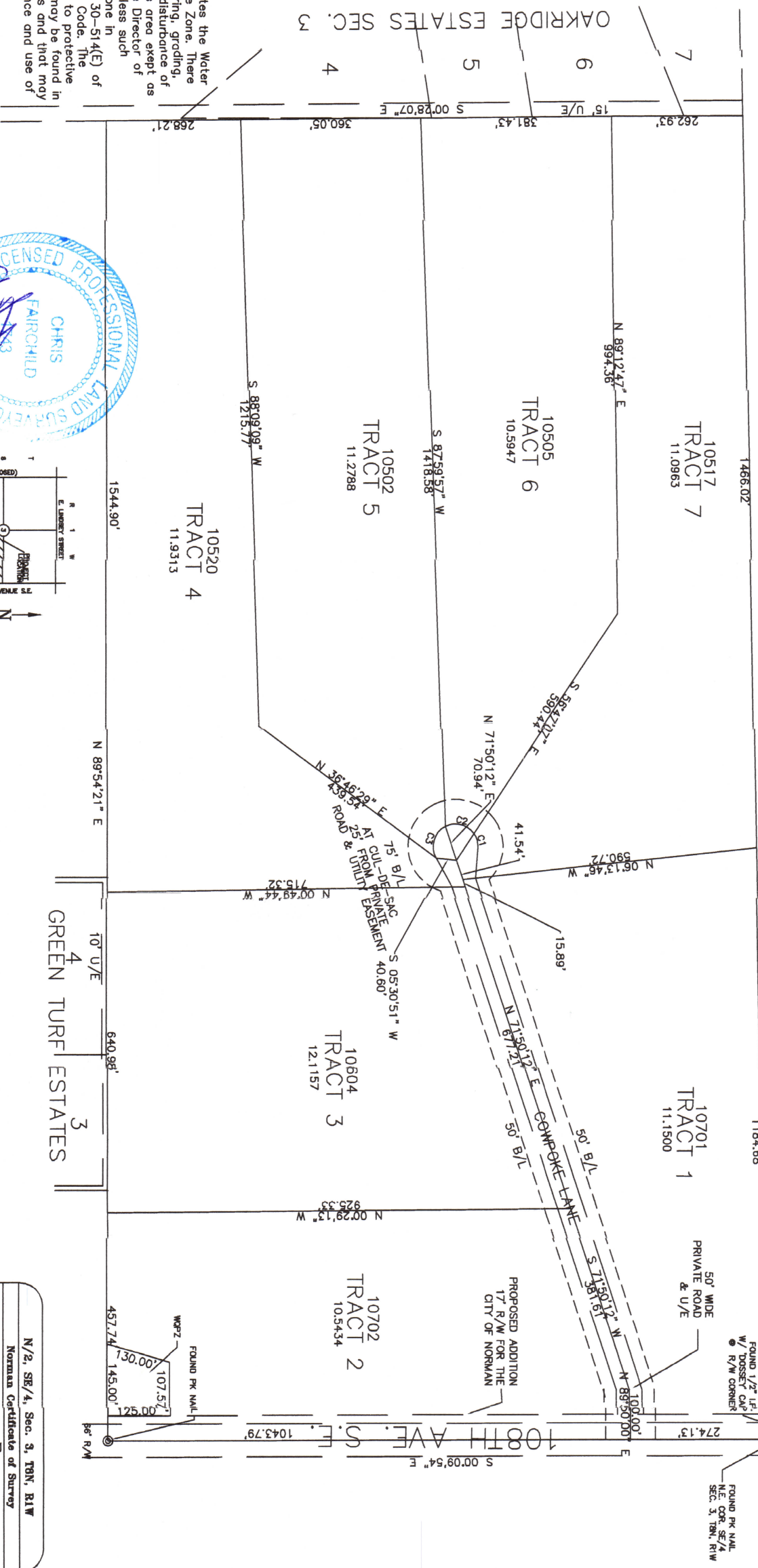


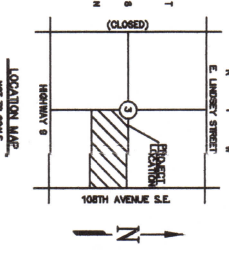
CREEKSIDE ESTATES

A NORMAN RURAL CERTIFICATE OF SURVEY SUBDIVISION

THE N/2, SE/4
SECTION 3, T8N, R1W
NORMAN, CLEVELAND COUNTY, OKLAHOMA



(WQPZ) - Indicates the Water Quality Protective Zone. There shall be no clearing, grading, construction or disturbance of vegetation in this area except as permitted by the Director of Public Works. Unless such disturbance is done in accordance with 30-514(E) of the Norman City Code. The WQPZ is subject to protective covenants that may be found in the Land Records and that may restrict disturbance and use of these areas.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	45.00	32.97	32.23	N 75°42'55" E	41°58'25"
C2	45.00	63.93	58.69	N 14°01'30" W	81°23'45"
C3	45.00	74.22	66.09	N 73°55'24" W	94°30'04"

A B

SURVEYING

Norman Certificate of Survey

N/2, SE/4, Sec. 3, T8N, R1W

Project No. 2024
 Date: 4/17/2023
 Chris Fairchild, P.L.S., #774, C.A., #2013
 7001 West 10th Street, Norman, Oklahoma 73061
 All rights reserved under copyright.
 Scale: 1" = 100'
 Sheet 1 of 10

Certificate of Survey

I, Chris Fairchild, a Licensed Professional Land Surveyor, do hereby certify, as of the date set forth below, that I or others under my direct supervision, have made a careful survey of a tract of land described as follows:

Legal Descriptions:

Tract 1

A tract of land in the North Half of the Southeast Quarter (N/2, SE/4) of Section Three (3), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

BEGINNING at the said Northeast corner of the North Half of the Southeast Quarter (N/2, SE/4);

THENCE South 00°09'54" East along the said East line of the North Half of the Southeast Quarter (N/2, SE/4) a distance of 274.13 feet;

THENCE South 89°50'00" West a distance of 100.00 feet;

THENCE South 71°50'12" West a distance of 1074.71 feet

THENCE North 06°13'46" West a distance of 590.72 feet to a point on the North line of said North Half of the Southeast Quarter (N/2, SE/4);

THENCE North 88°55'33" East along the North line of the said North Half of the Southeast Quarter (N/2, SE/4) a distance of 1184.68 feet to the POINT OF BEGINNING.

AKA: Tract 1 of CREEKSIDE ESTATES, a Norman Rural Certificate of Survey Subdivision

Said tract of land has an area of 11.1500 acres, more or less.

Tract 2

A tract of land in the North Half of the Southeast Quarter (N/2, SE/4) of Section Three (3), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the said Northeast corner of the North Half of the Southeast Quarter (N/2, SE/4);

THENCE South 00°09'54" East along the said East line of the North Half of the Southeast Quarter (N/2, SE/4) a distance of 274.13 feet to the POINT OF BEGINNING;

THENCE continuing South 00°09'54" East along the said East line of the North Half of the Southeast Quarter (N/2, SE/4) a distance of 1043.79 feet;

THENCE South 89°54'21" West a distance of 457.74 feet;

THENCE North 00°29'13" West a distance of 925.33 feet;

THENCE North 71°50'12" East a distance of 381.61 feet;

THENCE North 89°50'00" East a distance of 100.00 feet to the POINT OF BEGINNING.

AKA: Tract 2 of CREEKSIDE ESTATES, a Norman Rural Certificate of Survey
Subdivision

Said tract of land has an area of 10.5434 acres, more or less.

Tract 3

A tract of land in the North Half of the Southeast Quarter (N/2, SE/4) of Section Three (3), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the said Northeast corner of the North Half of the Southeast Quarter (N/2, SE/4);

THENCE South 00°09'54" East along the said East line of the North Half of the Southeast Quarter (N/2, SE/4) a distance of 1317.92 feet;

THENCE South 89°54'21" West a distance of 457.74 feet to the POINT OF BEGINNING;4

THENCE continuing South 89°54'21" West a distance of 540.98 feet;

THENCE North 00°49'44" West a distance of 715.32 feet;

THENCE North 71°50'12" East a distance of 677.21 feet;

THENCE South 00°29'13" East a distance of 925.33 feet to the POINT OF BEGINNING.

AKA: Tract 3 of CREEKSIDE ESTATES, a Norman Rural Certificate of Survey
Subdivision

Said tract of land has an area of 12.1157 acres, more or less.

Tract 4

A tract of land in the North Half of the Southeast Quarter (N/2, SE/4) of Section Three (3), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the said Northeast corner of the North Half of the Southeast Quarter (N/2, SE/4);

THENCE South 00°09'54" East along the said East line of the North Half of the Southeast Quarter (N/2, SE/4) a distance of 1317.92 feet;

THENCE South 89°54'21" West a distance of 1098.72 feet to the POINT OF BEGINNING;

THENCE continuing South 89°09'54" East a distance 1544.90 feet;

THENCE North 00°28'07" West a distance of 268.21 feet;

THENCE North 89°09'09" East a distance of 1215.77 feet;

THENCE North 36°46'29" East a distance of 439.54 feet;

THENCE North 05°30'51" East a distance of 40.60 feet;

THENCE North 71°50'12" East a distance of 41.54 feet;

THENCE South 00°49'44" East a distance of 715.32 feet to the POINT OF BEGINNING.

AKA: Tract 4 of CREEKSIDE ESTATES, a Norman Rural Certificate of Survey Subdivision

Said tract of land has an area of 11.9313 acres more or less.

Tract 5

A tract of land in the North Half of the Southeast Quarter (N/2, SE/4) of Section Three (3), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the said Northeast corner of the North Half of the Southeast Quarter (N/2, SE/4);

THENCE South 88°55'33" West along the North line of said North Half of the Southeast Quarter (N/2, SE/4) a distance of 2650.70 feet to the Northwest Corner of said North Half of the Southeast Quarter (N/2, SE/4);

THENCE South 00°28'07" East along the West line of said North Half of the Southeast Quarter (N/2, SE/4) a distance of 644.36 feet to the POINT OF BEGINNING;

THENCE North 87°59'57" East a distance of 1418.58 feet;

THENCE North 71°50'12" East a distance of 70.94 feet;

THENCE South 05°30'51" West a distance of 40.60 feet;

THENCE South 36°46'29" West a distance of 439.54 feet;

THENCE South 88°09'09" West a distance of 1215.77 feet to a point on the West line of said North Half of the Southeast Quarter (N/2, SE/4);

THENCE North 00°28'07" West along West line of the said North Half of the Southeast Quarter (N/2, SE/4) a distance of 360.05 feet to the POINT OF BEGINNING.

AKA: Tract 5 of CREEKSIDE ESTATES, a Norman Rural Certificate of Survey Subdivision

Said tract of land has an area of 11.2788 acres, more or less.

Tract 6

A tract of land in the North Half of the Southeast Quarter (N/2, SE/4) of Section Three (3), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the said Northeast corner of the North Half of the Southeast Quarter (N/2, SE/4);

THENCE South 88°55'33" West along the North line of said North Half of the Southeast Quarter (N/2, SE/4) a distance of 2650.70 feet to the Northwest Corner of said North Half of the Southeast Quarter (N/2, SE/4);

THENCE South 00°28'07" East along the West line of said North Half of the Southeast Quarter (N/2, SE/4) a distance of 262.93 feet to the POINT OF BEGINNING;

THENCE North 89°12'47" East a distance of 994.36 feet;

THENCE South 56°47'07" East a distance of 590.44 feet;

THENCE South 71°50'12" West a distance of 70.94 feet;

THENCE South 87°59'57" West a distance of 1418.58 feet to a point on the West line of said North Half of the Southeast Quarter (N/2, SE/4);

THENCE North 00°28'07" West along the West line of said North Half of the Southeast Quarter (N/2, SE/4) a distance of 381.43 feet to the POINT OF BEGINNING.

AKA: Tract 6 of CREEKSIDE ESTATES, a Norman Rural Certificate of Survey Subdivision

Said tract of land has an area of 10.5947 acres, more or less.

Tract 7

A tract of land in the North Half of the Southeast Quarter (N/2, SE/4) of Section Three (3), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the said Northeast corner of the North Half of the Southeast Quarter (N/2, SE/4);

THENCE South 88°55'33" West along the North line of said North Half of the Southeast Quarter (N/2, SE/4) a distance of 1184.68 feet to the POINT OF BEGINNING;

THENCE South 06°13'46" East a distance of 590.72 feet;

THENCE South 71°50'12" West a distance of 41.54 feet;

THENCE North 56°47'07" West a distance of 590.44 feet;

THENCE South 89°12'47" West a distance of 994.36 feet to a point on the West line of said North Half of the Southeast Quarter (N/2, SE/4);

THENCE North 00°28'07" West along the West line of said North Half of the Southeast Quarter (N/2, SE/4) a distance of 262.93 feet;

THENCE North 88°55'33" East along the North line of said North Half of the Southeast Quarter (N/2, SE/4) a distance of 1466.02 feet to the POINT OF BEGINNING.

AKA: Tract 7 of CREEKSIDE ESTATES, a Norman Rural Certificate of Survey Subdivision

Said tract of land has an area of 11.0963 acres, more or less.

WQPZ Zone Legal Description

COMMENCING at the Southeast corner of the North Half (N/2) of the Southeast Quarter (SE/4) of Section Three (3), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma;

THENCE South 89°54'21" West, along the South line of the said North Half (N/2) of the Southeast Quarter (SE/4), a distance of 50.00 feet to the POINT OF BEGINNING;

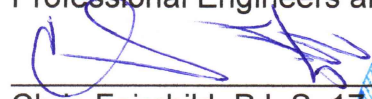
THENCE continuing South 89°54'21" West, along the South line of said North Half (N/2) of the Southeast Quarter (SE/4), a distance of 145.00 feet;

THENCE North 16°34'01" East a distance of 130.00 feet;

THENCE North 89°39'43" East a distance of 107.57 feet to a point 50.00 feet West of the East line of the said North Half (N/2) of the Southeast Quarter (SE/4);

THENCE South 00°09'54" East, and parallel to the East line of said North Half (N/2) of the Southeast Quarter (SE/4), a distance of 125.00 feet to the POINT OF BEGINNING.

I further certify that this survey 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.


Chris Fairchild, P.L.S. 1743

10/3/24

Date



Surveyor's Notes:

1. The bearing of North 00°09'54" West as shown on the drawing for the East line of said North Half of the Southeast Quarter (N/2, SE/4) was used as the basis of bearing for this survey. Bearing was derived from an autonomous GPS Oklahoma State Plane North observation.
2. This survey has been prepared to create a "Norman Rural Certificate of Survey Subdivision" to be known as "CREEK SIDE ESTATES". This is an Unplatted but filed subdivision as specified in the Norman Subdivision Regulation Sec. 19-606
3. The survey is based on the legal description as described in the Warranty Deed filed in Book 6469, Page 436, in the office of the Cleveland County Clerk:
The North Half of the Southeast Quarter (N/2, SE/4) of Section Three (3), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma.
4. Access to the Tracts, shown hereon, is provided by a 50.00 foot wide private roadway and utility easement and is made part of this document attached to the recorded written easement document. The private roadway and utility easement is designated on the instrument, to be for roadways, utilities, and drainage purposes. The private roadway and utility easement is illustrated on the attached survey drawing.
5. There is hereby reserved and set out for any utility company an additional 10 ft utility easement lying south of the 50ft foot private road and utility easement along Tracts 2,3, 4, and 5.
6. The legal descriptions, shown hereon, are subject to easements and right-of-ways of record. This does not represent a search of the County Clerk's records by the undersigned to determine if any easements or right-of-way affect the property except as noted and no Title Commitment was provided for this survey. Except as specifically stated or shown, this survey does not reflect any easements, right-of-way, building lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations. All homes, improvements and uses shall be subject to restrictive covenants, conditions and requirements as shown on the attachments hereto.
7. No excavations were made, as a part of this survey, to physically locate underground utilities and facilities. Call OKIE to have all underground utilities and facilities marked before excavation.
8. Each home, on each of the Seven (7) tracts, will have individual sewer systems even if the soil test are not ideal for conventional lateral fields. There are adequate areas for alternate sewer systems if required.

9. This 'Norman Rural Certificate of Survey Subdivision' will be filed with the Cleveland County Clerk after it is approved by all parties. This documentation, as recorded in its entirety, shall be attached to or referred to on any deed, conveyance of title, contract or other instruments prepared in connection with any of the subject property.

Restrictive Covenants for Water Quality Protection Zone:

WHEREAS, the Declarant (hereinafter "Property Owner") is in the process of subdividing real property to be known as CREEKSIDE ESTATES (hereinafter the "Property"), an addition to Norman, Cleveland County, Oklahoma; and

WHEREAS, the City of Norman (hereinafter the "City") is required to protect water quality to the maximum extent practicable under its Municipal Separate Storm Sewer System permit; and

WHEREAS, Section 30-411.B of the City of Norman Water Quality Protection Zone Design Standards requires Property Owners to enter into permanent maintenance agreements for Water Quality Protection Zone areas before the Property is developed; and

WHEREAS, Section 30-414 of the City of Norman Water Quality Protection Zone Design Standards requires Property Owners to inspect and properly maintain all Water Quality Protection Zone areas to maintain their full function in perpetuity; and

WHEREAS, the Water Quality Protection Zone areas are located on the Property as shown on the final Survey Plat of CREEKSIDE ESTATES which is recorded with the deed after acceptance by the City as a complete and final document; and

WHEREAS, the Water Quality Protection Zone area shown on the Norman Rural Certificate Of Survey Subdivision of CREEKSIDE ESTATES are delineated on the City of Norman Stream Planning Corridor as delineated on Exhibit 4-4 in the Storm Water Master Plan. dated October 2009•

NOW THEREFORE, the undersigned does hereby subject the Property, an addition to Norman, Cleveland County, Oklahoma, to have the following covenants and restrictions (hereinafter the "Agreement"):

1.0 Maintenance Requirements

- 1.1 The Property Owner(s) will maintain Water Quality Protection Zone areas in strict accord with the plans, specifications, calculations, and conditions required by the City as provided in Section 30-411 of the City of Norman Water Quality Protection Zone Design Standards , in perpetuity.
- 1.2 Maintenance of all Water Quality Protection Zone areas will be performed by the Property Owner according to the minimum maintenance frequencies and measures provided in Section 30-514 of the City of Norman Water Quality Protection Zone Management and Maintenance.
- 1.3 The Property Owner shall not use or attempt to use the Water Quality Protection Zone areas in any manner which would interfere with the continuous and perpetual maintenance and use thereof and, in particular, shall not build thereon or there over any structure which may interference or cause to interfere with the maintenance and long-term operation thereof.
- 1.4 It is understood by the Property Owner(s) and the City should the Water Quality Protection Zone Ordinance be repealed and is no longer in effect, the restrictive covenants, rights and restrictions here in granted are to be considered null and void and no more encumber the property here in described.

2.0 Right of Entry

- 2.1 The Property Owner does herein grant the City, its agents and contractors, reasonable access to the property necessary for the purpose

of inspecting, sampling, reconstructing, maintaining or repairing the Water Quality Protection Zone areas in accordance with Section I of this agreement.

- 2.2 The dedication of the Water Quality Protection Zone area to the City of Norman does not convey to the general public the right of access to this area. Furthermore, the dedication is not a mandated Public Utility easement, Right-of-Way, or for a Public Trail System or any portion thereof.
- 2.3 The Property Owner(s) shall, upon written request of the City, remove any temporary or permanent obstruction that prevents reasonable access to the Water Quality Protection Zone area.
- 2.4 For purposes of this agreement, "reasonable access" means an access path from the public street right of way to the Water Quality Protection Zone area with a minimum 20 foot width and a maximum ground slope of 10% that is accessible by construction equipment or vehicles that may be needed to inspect, sample, reconstruct, maintain, or repair the Water Quality Protection Zone area. Such access path shall remain free of obstructions that would hinder access such as retaining walls, permanent buildings, utility structures, walls, trees, landscape monuments, permanent water bodies, gardens, amenities and other items that would prevent access to the Water Quality Protection Zone area.
- 2.5 Water Quality Protection Zone areas and any associated access areas, Reserves or Easements are as shown on the Norman Rural Certificate Of Survey of CREEKSIDE ESTATES.
- 2.6 The Property Owner(s) of CREEKSIDE ESTATES has the right to clear an area Twenty (20) feet in width to construct an all-weather driving surface across the Water Quality Protection Zone for access and maintenance of said Water Quality Protection Zone.
- 2.7 The rights granted herein shall not be construed to interfere with or restrict the Property Owner, his/her/its heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the rights of access to the Water Quality Protection Zone granted herein.

3.0 **Maintenance Enforcement by the City**

- 3.1 The Public Works Department of the City of Norman shall, at no cost to the Property Owners, inspect the Water Quality Protection Zone annually and following severe storms for evidence of sediment deposition, erosion, and concentrated flow channels. Notice shall be given to the Property Owner(s), Twenty-Four (24) hours prior to accessing the property. Unless such notice is waived by the Property Owner(s).
- 3.2 If, after reasonable notice to the Property Owner(s), the Property Owner(s) shall fail to maintain the Water Quality Protection Zone areas as set forth herein and other applicable legal requirements, the City may perform necessary repair or maintenance work as deemed necessary by a complete engineering study outlining the clear and present dangers to the watershed. The cost of this study will be the responsibility of the City and may assess the Property Owner(s) and the Property for the cost of the necessary repair or maintenance work only, and any applicable penalties. For the purposes of this document, "reasonable notice" shall consist of 30 days prior written notice sent to the Property Owner by registered mail, unless there are exigent circumstances requiring either immediate or shorter response than said 30 days would provide, in which case the notice provided shall be whatever is reasonable under those circumstances.
- 3.3 The City may record an Affidavit of Nonpayment of Maintenance Charges in the Register of Deeds Office for Cleveland County, Oklahoma, stating(a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Property Owner(s) as last known to the City, and (c) the amount of the Maintenance Charge(s) in detail which is

unpaid. The lien shall be created at the time of the filing and recording of the affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon the subject property, whether arising from or imposed by judgment or decree by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.

- 3.4 It is understood by Property Owner(s) that the City is under no past, present, or future obligation to expend public funds or take any other action whatsoever to maintain or improve the Water Quality Protection Zone area.
- 3.5 The City or Property Owner(s) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. The City or the Property Owner(s) shall have the right to include in their claim for relief a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder. Failure by the City or by the Property Owner(s) to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Neither shall failure by the City to enforce the provisions hereof be deemed a waiver of any provision hereof as to any other owner.

These Water Quality Protection Zone covenants and agreements as set forth herein, fully executed, shall be filed by the Register of Deeds for Cleveland County, Oklahoma, and the filing of the same shall constitute constructive notice to all heirs, successors, transferees, and assigns of the Property Owner(s) of these covenants and agreements running with the land and notice of all stipulations made thereto.

This document may not be amended or modified in any way without the prior written approval of the authorized officials of the City of Norman, Oklahoma, and that approval must be indicated on the face of any subsequently recorded document amending or modifying this document.

Notwithstanding other provisions of this document placing rights, duties, obligations and responsibilities on the Property Owner(s), as that term is defined herein, those rights, duties, obligations and responsibilities shall only be exercised or enforced in the following manner: when the property is owned by the current owner, or by a succeeding developer, those requirements shall only be exercised or enforced by or against those legal entities. It is not the intent of this document to create or impose any rights, duties, obligations and responsibilities directly on subsequent owners of individual lots within the subdivision, unless or until the Property Owner(s) is unwilling or unable to exercise or comply with and enforce the terms of this document and fully meet all the duties, obligations and responsibilities set forth herein, including, without being limited to, payment of any costs imposed by this document, including assessment of individual lot owners when necessary.

The Water Quality Protection Zone covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Norman. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Cleveland County, Oklahoma. The City, at Property Owner's cost, shall cause this agreement to be filed with the Register of Deeds for Cleveland County, Oklahoma. Each party hereto shall receive a duly executed copy of this agreement for its official records.

IN WITNESS WHEREOF, THIS DECLARATION is executed by the Declarant this _____
day of _____, 20__

Owner

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:

Before me, the undersigned, a Notary Public in and for said County and State on
this ____ day of _____, personally appeared,
_____, Owners of CREEDSIDE ESTATES 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 his free and
voluntary act and deed and as the free and voluntary act of said party, for the
uses and purposes herein set forth. Given under my hand and seal ear last
above written. My Commission Expires:

Notary Public