

Certificate of Survey

I, Chris Fairchild, a Licensed Professional Land Surveyor, do hereby certify, as of the date set forth above, 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 215.36 feet;

THENCE South 71°50'12" West a distance of 1182.70 feet;

THENCE North 06°13'46" West a distance of 565.17 feet to a point on the North line of said North Half of the Southeast Quarter (N/2, SE/4);

THENE 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 442,347 square feet or 10.1549 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 267.36 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 1049.99 feet;

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

THENCE North 00°29'13" West a distance of 899.09 feet;

THENE North 71°50'12" East a distance of 486.60 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 448,729 square feet or 10.3014 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 1317.35 feet;

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

THENCE continuing South 89°54'21" West a distance of 542.03 feet;

THENCE North 00°49'44" West a distance of 717.47 feet;

THENCE North 71°50'12" East a distance of 577.05 feet;

THENCE South 00°29'13" East a distance of 899.09 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 510,0832 square feet or 11.7271 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 1317.35 feet;

THENCE South 89°54'21" West a distance of 999.77 feet to the POINT OF BEGINNING;

THENCE continuing South 89°09'54" East a distance 1643.85 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 61°21'57" West a distance of 67.05 feet;

THENE South 00°49'44" East a distance of 717.47 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 517,880 square feet or 11.8889 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);

THENE 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 along a curve to the left having a Radius of 45.00 feet, an Arc Length of 74.22 feet, a Chord Length of 66.09 feet, and a Chord Bearing of South 73°55'24" East;

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);

THENE 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 489,327 square feet or 11.2334 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);

THENE 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 526.87 feet;

THENCE along a curve to the left having a Radius of 45.00, an Arc Length of 63.93 feet, a Chord Length of 56.69 feet, and a Chord Bearing of South 14°01'30" West;

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 459,305 square feet or 10.5442 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 565.17 feet;

THENE North 85°40'52" West a distance of 58.81 feet;

THENCE along a curve to the left having a Radius of 45.00 feet, an Arc Length of 32.97 feet, A Chord Length of 32.23 feet, and a Chord Bearing of South 75°42'35" West;

THENCE North 56°47'07" West a distance of 526.87 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);

THENE 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;

THENE 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 480,811 square feet or 11.0379 acres, more or less.

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

Date

Surveyor's Notes:

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. 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. 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. 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.
6. 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.
7. 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.
8. 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.

bject the Property, an addition to Norman, Cleveland County, Oklahoma, to have the following covenants and restrictions (hereinafter the "Agreement"):

The following Restrictive Covenants shall apply to the Water Quality Protection Zone ("Restrictive Covenants") which pertain to a certificate of survey of seven (7) tracts of land (specifically .13 acres located in Tract 2 of said survey), performed by Licensed Professional Land Surveyor Chris Fairchild, with tracts including the above referenced "Tract 2" of land and said tracts being located in Cleveland County at N/2, SE/4, Sec. 3, T8N, R1W.

- 1. Maintenance Requirement
1.1. Whoever shall own Tract 2 must maintain the Water Quality Protection Zone ("WQPZ") area in strict accord with the plans, specifications, calculations, and conditions required by the City of Norman ("City") as provided in Section 30-411 of the City of Norman WQPZ Design Standards with said maintenance requirement running with the land in perpetuity and passing from one owner to any successive owners.
1.2. Maintenance of all WQPZ areas will be performed by the property owner (person owning the property at any given time) according to the minimum maintenance frequencies and measures provided in Section 30-514 of the City of Norman WQPZ Management and Maintenance.
1.3. The property owner shall not use or attempt to use the WQPZ area 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 interfere or cause interference with the maintenance and long-term operation thereof.
1.4. It is understood by the property owner and the City that should the WQPZ Ordinance be repealed or no longer be in effect, the restrictive covenants, rights, and restrictions herein granted are to be considered null and void and to no longer encumber the property herein described.
2. 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 WQPZ areas in accordance with Section 1 of this agreement.
2.2. The dedication of the WQPZ 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 shall, upon written request of the City, remove any temporary or permanent obstruction that prevents reasonable access to the WQPZ area.
2.4. For purposes of this agreement, "reasonable access" means an access path from the public street right of way to the WQPZ 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 WQPZ 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 WQPZ area.
2.5. WQPZ 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 developer of CREEKSIDE ESTATES or any successor owner(s) of the tract upon which a WQPZ exists, has the right to clear an area Twenty (20) feet in width to construct an all-weather driving surface across the WQPZ for access and maintenance of said WQPZ.
2.7. The rights granted herein shall not be construed to interfere with or restrict the property owner of a tract of land on which the WQPZ is located, his/her 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 WQPZ granted herein.
3. Maintenance Enforcement by the City
3.1. The Public Works Department of the City of Norman shall, at no cost to the property owner of a tract of land on which the WQPZ is located, inspect the WQPZ annually and following severe storms for evidence of sediment deposition, erosion, and concentrated flow channels. Notice shall be given to the property owner twenty- four (24) hours prior to accessing the property unless such notice is waived by property owner.
3.2. If, after reasonable notice to the property owner, the property owner shall fail to maintain the WQPZ area 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 and the property for the cost of the necessary repair or maintenance work only, and any applicable penalties. For the purpose of this document, "reasonable notice" shall consist of thirty (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 thirty (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 the legal description of the property upon which the lien is claimed; the name of the property owner as last known to the City; and the amount of the Maintenance Charge in detail is unpaid. The lien shall be created at the time of this filing and recording of 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 judgement 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 the property owner 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 WQPZ area.
3.5. The City or property owner shall have the right to enforce, by and 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 property owner shall have the right to 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 property owner 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 WQPZ 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 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.

The WQPZ 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 Owner
Printed Name Printed Name

ACKNOWLEDGEMENT

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 _____ and _____ 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
Commission No. _____

N/2, SE/4, Sec. 3, T8N, R1W
Preliminary Survey of Proposed Tracts
A B
SURVEYING
Chris Fairchild, P.L.S. #1743, C.A. #6213
7333 Hammond Circle, Warr Acres, OK 73132
405.816.8217 Phone - chris.fairchild@cox.net
All rights reserved under copyright.
Project No: 2536 Date: 4/17/2023 Scale: 1"=100'
Drawn By: CJF Party Chief: RBW Revisions:
DWG File: 80ac 3 8N 1W Survey File: 2536-4-17 Sheet: 2 of 2