

TULSA METROPOLITAN AREA PLANNING COMMISSION

INCOG - 2 West 2nd Street, Suite 800 - Tulsa, Oklahoma 74103 - (918) 584-7526 - FAX (918) 583-1024

www.tmapc.org

SUBDIVISION PLAT MINOR SUBDIVISION PLAT

APPLICATION INFORMATION

RECEIVED BY: DS DATE FILED: 10/26/22 PLAT NAME: COOPER VALLEY ESTATES

CITY COUNTY REFERRAL CITIES: _____

SUBDIVISION PLAT SCHEDULE		REFERENCE CASES	
PUBLIC AGENCY REVIEW:	<u>11/3/22</u>	ZONING/PUD/CO CASE:	
		TMAPC DATE:	
TMAPC:	<u>11/16/22</u>	BOA CASE:	
		BOA DATE:	

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: E 181ST St S between S Memorial Dr and S 73rd E Ave, Bixby, OK 74008

TRACT SIZE: 76.96 + acres

LEGAL DESCRIPTION: See Attached Plat - LEGAL - BEG 548.44E & 532.83S NWC GOV LT 4 TH E766.72 S1191.88 E1316.87 S988.91 W1317.75 N329.92 W1317.43 N1512.21 E549.22 N TO POB LESS E50 THEREOF FOR RD SEC 2 16 13 76.960ACS

PRESENT USE: AGRICULTURE PRESENT ZONING: AG T-R-S T16N - R13E - S 02 COUNCIL DISTRICT: CC

WATER SUPPLY: Rural Water District 6 SANITARY SEWER: None - Septic or Aerobic

ELECTRIC: East Central Electric GAS: Oklahoma Natural Gas PHONE: BTC TV: City of Bixby SCHOOL DISTRICT: Liberty Public Schools

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE: Owners intend to parcel the land into 9 Agricultural parcels to conform with the area. See Attached PLAT

PROPOSED ZONING: No Change LOTS PROPOSED: NINE LOTS BLOCKS PROPOSED: _____

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Drew Ary</u>	NAME <u>Drew and Trish Ary - Ary Land LLC</u>
ADDRESS <u>26159 E 121st St S</u>	ADDRESS <u>26159 E 121st ST S</u>
CITY, ST, ZIP <u>Coweta, OK 74429</u>	CITY, ST, ZIP <u>Coweta OK 74008</u>
DAYTIME PHONE <u>918-282-2524</u>	DAYTIME PHONE <u>918-282-2524</u>
EMAIL <u>Drew@AryLandCo.com</u>	EMAIL <u>Trish@AryLandCo.com</u>
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE:	

DOES OWNER CONSENT TO THIS APPLICATION YES NO

WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? OWNER

APPLICATION FEES (Make checks payable to INCOG)		PRELIMINARY PLAT DISPOSITION
PRELIMINARY PLAT FEE:	\$1,200	TMAPC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED
FINAL PLAT FEE:	\$900	DATE/VOTE:
MINOR PLAT FEE:	\$650	CONDITIONS:
TOTAL AMOUNT DUE:	<u>\$ 1200</u>	
RECEIPT NUMBER: <u>235145</u>		

APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

SUBMITTAL REQUIREMENTS:

Checklists for all submittals are available at www.tmapc.org

Preliminary Plats - Application, Checklist, 4 folded full-size copies & PDF of plat, deed of dedication, and Conceptual Improvement Plan

Draft Final Plats - 4 folded full-size copies & PDF

Final Plats for Signatures - 8-10 rolled full-size copies, fully executed by owner, surveyor, and engineer

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SUBDIVISION PRE-APPLICATION REVIEW

PROJECT INFORMATION

Subdivision Location: E 181st St S between S Memorial Dr and S 73rd E Ave

Acreage: 76.96 Number of Lots: NINE Project Name: Cooper Valley

Owner of Property: Ary Land LLC

Person Requesting Review: Drew Ary

Date: 10/26/22

COMPREHENSIVE PLAN STATUS

LAND USE DESIGNATION: AGRICULTURE GROWTH OR STABILITY DESIGNATION: _____

The property CONFORMS DOES NOT CONFORM to the Major Street and Highway Plan.

ZONING AND PLATTING

The property is currently zoned Agriculture District AG

The proposed use of WOULD or WOULD NOT conform to the zoning district classification.

Minimum lot size required: _____

Is the property is located within an approved development plan?, YES NO

If yes, does the project conform to all development standards? YES NO

Is there a Rezoning or Board of Adjustment case pending on the site? YES NO Case number: _____

When are the anticipated TMAPC and City Council, or Board of Adjustment meeting dates? TMAPC Nov 2022

INFRASTRUCTURE NEEDS

A brief summary of major infrastructure to be provided and by whom:

Streets – Lots will have access on Memorial Dr and S 73rd East Ave through an Easement that will extend to E 181st St. No additional infrastructure is needed and a Road Maintenance and Access Agreement will be setup for the existing road along S 73rd E Ave.

Water – Rural Water District #6 has confirmed that adequate water is available as shown in the attached "Service Review." The Rural Water District will place a meter on each parcel, once the parcel is sold.

Sewer – As consistent with adjoining parcels, individual aerobic and/or septic systems will be used in accordance with requirements of the DEQ.

Storm Water/Drainage – No infrastructure needed.

Park and Trail Dedications – None

Please consider the items in this Pre-Application Review carefully.

This conceptual pre-development review is not intended to be all-inclusive, but rather to address the major development criteria, which should be thoroughly studied as development plans progress. Relevant Federal and State Statutes, as well as TMAPC Subdivision Regulations, Design Criteria, Zoning Codes, and other relevant local codes and policies should be reviewed and incorporated into future plans.

THIS PLAT OF 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.

COOPER VALLEY ESTATES

A SUBDIVISION BEING A PART OF LOT 2 AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 16 NORTH, RANGE 13 EAST, TULSA COUNTY, OKLAHOMA

DEVELOPER:
ARY LAND, LLC
26159 E. 121ST ST. S.
COWETA, OK. 74429

SURVEYOR:
LANDMARK SURVEYING L.L.C.
245 SOUTH TAYLOR
PRYOR, OK. 74361
PHONE 918-825-2804

NOTES:

SUBDIVISION CONTAINS 10 LOTS IN 1 BLOCK
30' BUILDING SETBACK ALONG THE FRONT, SIDE AND REAR OF ALL LOTS.
EXISTING CULVERT ON LOT 9 NOT TO BE REPLACED
EXISTING CULVERT ON LOT 8 TO BE REPLACED IF SAID CULVERT IS LESS THAN 15 INCHES.

IN WITNESS WHEREOF, ARY LAND, LLC, AN OKLAHOMA CORPORATION, HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 2021.

BY: _____
DREW ARY, MEMBER

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2021, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO IS SUBSCRIBED THE NAME OF ARY LAND, LLC, TO THE FOREGOING INSTRUMENT, AS ITS PRESIDENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AS TO THE FREE AND VOLUNTARY ACT AND DEED OF ARY LAND, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, BRETT KING, A LICENSED 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 DESIGNED HERIN AS "COOPER VALLEY ESTATES", A SUBDIVISION WITHIN TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL ON THIS _____ DAY OF _____, 2021.

BY: _____
BRETT KING
LICENSED LAND SURVEYOR
OKLAHOMA NO. 1533

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED ON THIS _____ DAY OF _____, 2021. BY BRETT KING, AS A LICENSED LAND SURVEYOR.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL
THE _____ COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PUBLIC WATER AND ON SITE SEWER SYSTEM ON THIS _____ DAY OF _____, 2021.

ENVIRONMENTAL PROGRAM SPECIALIST
DEPARTMENT OF ENVIRONMENTAL QUALITY

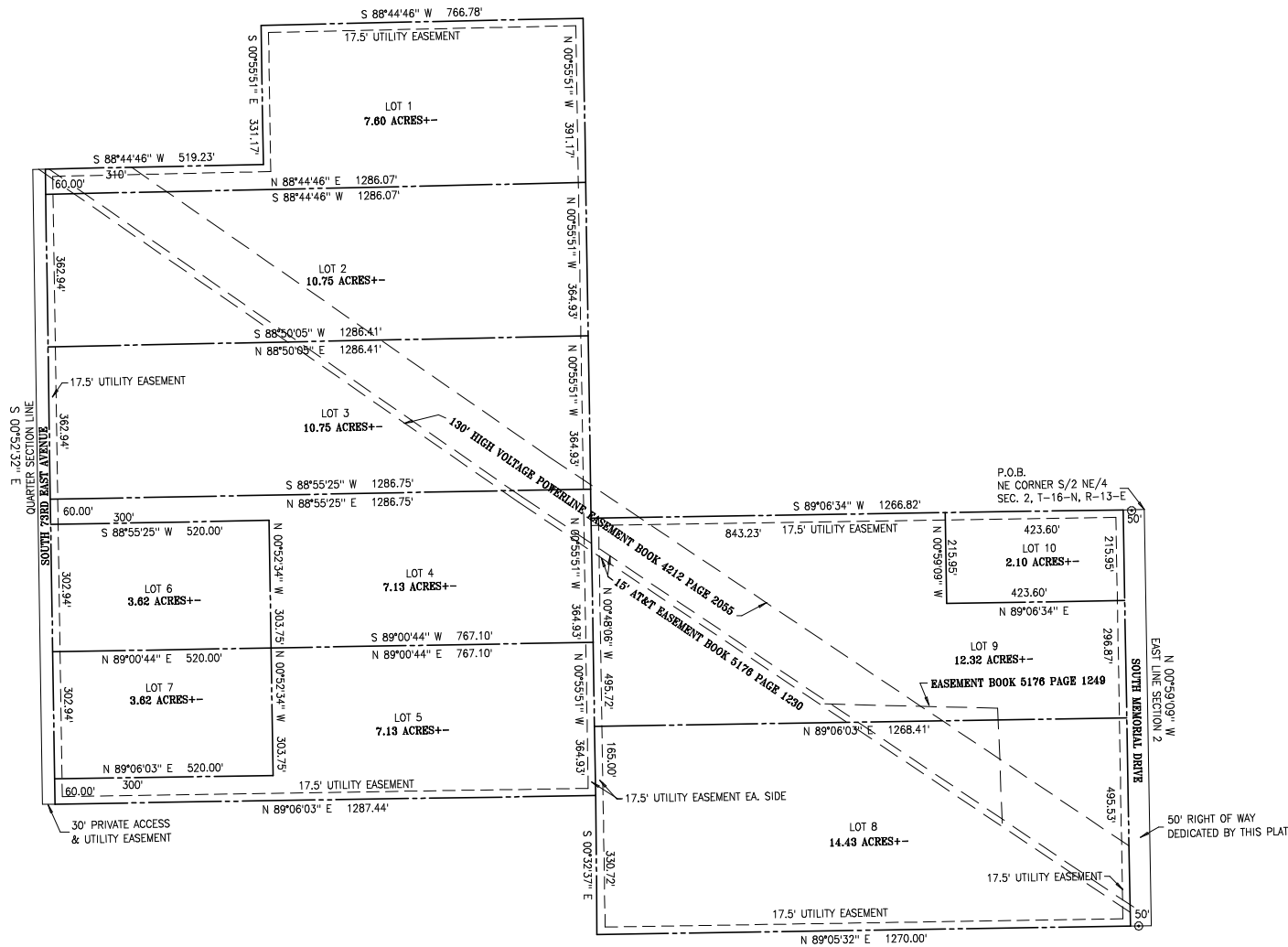
**FINAL PLAT
CERTIFICATE OF APPROVAL**

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on _____

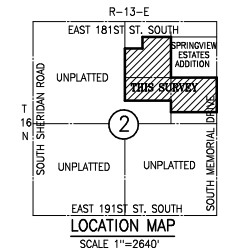
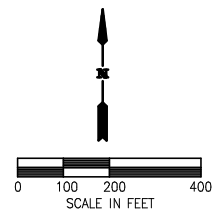
TMPAC/INCOG OFFICIAL

This approval is void if this plat is not filed in the office of the County Clerk on or before _____

COUNTY OR CITY ENGINEER



THIS PLAT IS PRELIMINARY IN NATURE AND IS NOT A FINAL SURVEYED AND SEALED PLAT.



1/2" IRON PINS WITH PLASTIC CAPS HAVE BEEN SET AT ALL PROPERTY CORNERS
BASIS OF BEARINGS: OKLAHOMA STATE PLANE

LANDMARK SURVEYING
245 SOUTH TAYLOR
PRYOR, OKLAHOMA 74361
PHONE: 918-825-2804 FAX: 918-825-2803
C.A. 4572 JUNE 30, 2021
COPYRIGHT MAY, 2020

The Declaration of Covenants, Conditions and Restrictions

COOPER VALLEY ESTATES IS AN AREA OF DISTINCTIVE LANDSCAPE AND NATURAL BEAUTY. IT IS THE DESIRE AND INTENT OF ARY LAND, LLC, A LIMITED LIABILITY COMPANY ("THE DEVELOPER"), TO CREATE AN AGRICULTURAL COMMUNITY THAT CONFORMS WITH THE AREA IN WHICH SUCH BEAUTY SHALL BE SUBSTANTIALLY PRESERVED AND ENHANCED BY THE CREATION AND ENFORCEMENT OF DEVELOPMENT STANDARDS. SUCH STANDARDS SHALL APPLY TO ALL LOTS LOCATED IN THE SUBDIVISION DESCRIBED AS:

LEGAL DESCRIPTION GOES HERE

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS IN CONFORMITY TO THE ACCOMPANYING PLAT AND SURVEY THEREOF, WHICH PLAT IS MADE A PART HEREOF (THE "PLAT"), AND HAS CAUSED THE SAME TO BE NAMED COOPER VALLEY ESTATES, AN ADDITION TO TULSA COUNTY, STATE OF OKLAHOMA (THE "ADDITION").

THE DEVELOPER, BEING THE OWNER OF ALL LOTS WITHIN COOPER VALLEY ESTATES AND DESIRING TO ESTABLISH A COMPATIBLE SYSTEM OF DEVELOPMENT AND PRESERVE THE CHARACTER OF COOPER VALLEY ESTATES ("THE SUBDIVISION"), DOES HEREBY DECLARE AND ESTABLISH THE FOLLOWING PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS:

ARTICLE I

1.1 PRIVATE STREETS AND UTILITY EASEMENTS - THE DEVELOPER DEDICATES TO EACH OWNER BEING SERVICED BY THE EASEMENTS AND RIGHT-OF-WAYS AS SHOWN ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM AND SANITARY SEWER LINES, COMMUNICATION LINES, ELECTRIC POWER LINES, CABLE TELEVISION LINES, TRANSFORMERS, PEDESTALS, GAS AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHT-OF-WAYS FOR THE USES AND PURPOSES THEREOF.

1.2 ELECTRIC AND COMMUNICATION SERVICE. IN CONNECTION WITH THE INSTALLATION OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

A. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE MAY ONLY BE LOCATED IN THE

EASEMENT WAYS RESERVED FOR GENERAL UTILITIES AND STREETS SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY BE ALSO LOCATED IN SUCH EASEMENT WAYS.

B. THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEDICATION FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID ELECTRIC, TELEPHONE, OR CABLE TELEVISION SO INSTALLED BY IT.

C. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION FACILITIES LOCATED ON SUCH OWNER'S PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. SUCH UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ELECTRIC, TELEPHONE, OR CABLE TELEVISION FACILITIES, BUT THE OWNER WILL PAY FOR THE DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, ITS AGENTS OR CONTRACTORS.

D. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

1.3 UNDERGROUND GAS SERVICE. UNDERGROUND SERVICE LINES TO ALL HOMES MAY BE RUN FROM THE NEAREST SERVICE CONNECTION TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF THE HOME; PROVIDED, THAT UPON THE INSTALLATION OF SUCH A SERVICE LINE TO A HOME, THE SUPPLIER OF GAS SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE FOOT (5') STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE LINE, EXTENDING FROM THE SERVICE CONNECTION TO THE SERVICE ENTRANCE ON THE HOME. ALL GAS METERS SHALL BE PHYSICALLY LOCATED AT OR NEAR THE SERVICE ENTRANCE TO THE HOME.

A. THE SUPPLIER OF GAS SERVICE, THROUGH ITS PROPERT AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT, OR PROVIDED FOR IN THIS DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR

REPLACING ANY PORTION OF SAID UNDERGROUND GAS FACILITIES SO INSTALLED BY IT.

B. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON ITS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID GAS FACILITIES. THE SUPPLIER OF GAS SERVICES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND GAS FACILITIES, BUT SUCH OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED BY ACTS OF SUCH OWNER OR ITS AGENTS OR CONTRACTORS.

C. THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.4 WATER AND SANITARY SEWER AND STORM SEWER. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE FROM THE ORIGINAL CONTOURS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS.

A. RURAL WATER DISTRICT NO.6, OKMULGEE COUNTY, OR AS THE CASE MAY BE, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS PUBLIC WATER LINE MAINS, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNERS OR HIS AGENTS OR CONTRACTORS. RURAL WATER DISTRICT NO. 6, OKMULGEE COUNTY SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER LINE FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER LINE FACILITIES SHALL BE ENFORCEABLE BY RURAL WATER DISTRICT NO. 6, OKMULGEE COUNTY, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

B. SANITARY SEWER DISPOSAL: SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE DEQ APPROVED SEWAGE DISPOSAL SYSTEMS. NO OTHER ON-SITE INDIVIDUAL SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE DEVELOPER AND/OR HIS AGENTS. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

1.5 LANDSCAPE AND PAVING REPAIR. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING, AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, STORM SEWERS, ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAYS WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHT-OF-WAYS, THE UTILITY PROVIDER SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

ARTICLE II

RESIDENTIAL DWELLING AND LOT IMPROVEMENTS

2.1 DWELLINGS. UNLESS WAIVED BY THE DEVELOPER IN WRITING, THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS IN THE SUBDIVISION:

A. DWELLING SIZE. EACH LOT MAY BE USED FOR ONE SINGLE FAMILY RESIDENCE WITH A SQUARE FOOTAGE NOT LESS THAN 2,000 SQUARE FOOT EXCLUDING ALL PORCHES, PATIOS AND GARAGES. SQUARE FOOTAGE CALCULATED IS HEATED AND AIR-CONDITIONED USEABLE FLOOR SPACE. ADDITIONAL RESIDENCES ARE PROHIBITED.

B. DRIVEWAYS. ALL DRIVEWAYS INTO A LOT FROM ANY EASEMENT WAY OR STREET SHALL BE CONSTRUCTED OF CONCRETE, ASPHALT, COMPACTED GRAVEL AND/OR ASPHALT MILLINGS AND SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH AND SHALL EXTEND TO THE EDGE OF THE STREET SURFACE MATERIAL.

2.2

THE DEVELOPER SHALL NOT HAVE ANY RESPONSIBILITY FOR APPROVAL OF BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINING, RESTRICTIVE COVENANT COMPLIANCE OR CODE COMPLIANCE. IT IS THE RESPONSIBILITY OF EACH LOT OWNER, AND NOT THE DEVELOPER, TO ENSURE THAT SUCH OWNER'S BUILDER HAS CAUSED THE SUBJECT LOT, AND ALL IMPROVEMENTS THERETO, TO BE IN FULL

COMPLIANCE WITH ALL RELEVANT COVENANTS AND RESTRICTIONS IMPOSED UPON THE SUBDIVISION.

THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR ALL STRUCTURAL DESIGN, GEOTECHNICAL DESIGN, GRADING, DRAINAGE, AND ALL OTHER STRUCTURAL ASPECTS OF THE DWELLING INDEPENDENT OF THE DEVELOPER AND THE DEVELOPER'S ENGINEER. SAID OWNER AND BUILDER SHALL CONSTRUCT ALL ASPECTS OF THE DWELLING IN ACCORDANCE WITH ALL FEDERAL, STATE, AND TULSA COUNTY BUILDING CODES.

2.3 SET-BACK LINES. NO BUILDINGS, OUTBUILDINGS, STRUCTURES, OR ANY PART THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SET-BACK LINES PROVIDED HEREIN OR SHOWN ON THE ACCOMPANYING PLAT. UNLESS OTHERWISE PROVIDED BY EASEMENT OR SET-BACK LINES SHOWN ON THE ACCOMPANYING PLAT, THE MINIMUM BUILDING SET-BACK LINES FOR DWELLINGS OR OTHER OUTBUILDING STRUCTURES SHALL BE:

FRONT YARD: 30 FEET
SIDE YARD: 30 FEET
OTHER SIDE YARD: 30 FEET
BACK YARD: 30 FEET

2.4 FENCES. THE FOLLOWING RESTRICTIONS SHALL PERTAIN TO FENCING: NO FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT NEARER S 73RD EAST AVE OR MEMORIAL DR THAN THE MINIMUM SET-BACK LINES ESTABLISHED HEREIN. NO FENCE SHALL BE ERECTED IN ANY EASEMENT AREA WITHOUT WRITTEN APPROVAL OF THE DEVELOPER AND THE EASEMENT HOLDER..

2.5 OUTBUILDINGS. ALL OUTBUILDINGS WILL HAVE A MINIMUM FLOOR AREA OF 200 SQUARE FEET. NO OUTBUILDINGS CONSTRUCTED ELSEWHERE SHALL BE MOVED INTO COOPER VALLEY ESTATES.

ARTICLE III **LOT USE AND RESTRICTIONS**

3.1 LOT USE. LOTS SHALL BE USED ONLY FOR RESIDENTIAL SINGLE-FAMILY PURPOSES. NO RESIDENTIAL LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS. NO EXISTING OR PREFABRICATED DWELLING MAY BE MOVED ONTO A RESIDENTIAL LOT. NO STRUCTURE OF TEMPORARY CHARACTER MAY BE USED AS A RESIDENCE. NO DWELLING CONSTRUCTED ELSEWHERE SHALL BE MOVED INTO COOPER VALLEY ESTATES. NO MOBILE OR MANUFACTURED HOME SHALL BE MOVED

ONTO, LOCATED ON, OR BE UTILIZED FOR ANY PURPOSE IN COOPER VALLEY ESTATES.

3.2 NOISE/NUISANCE. NO NOXIOUS OR OFFENSIVE ACTIVITY OF ANY SORT SHALL BE PERMITTED NOR SHALL ANYTHING BE DONE ON ANY RESIDENTIAL LOT WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE SUBDIVISION. ACTIVITIES EXPRESSLY PROHIBITED ON RESIDENTIAL LOTS ARE THOSE WHICH MAY BE OFFENSIVE BY REASON OF ODOR, FUMES, DUST, SMOKE, NOISE, VIBRATION OR POLLUTION, OR WHICH ARE HAZARDOUS BY REASON OF EXCESSIVE DANGER, FIRE OR EXPLOSION.

3.3 ANIMALS. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES AND SHALL NOT BE PERMITTED ON ANY LOT WHICH DOES NOT CONTAIN A DWELLING BEING USED AS A RESIDENCE.

3.4 WASTE. NO RESIDENTIAL LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIAL AND ALL RESIDENTIAL LOTS SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER. ALL RESIDENTIAL LOTS AND ALL EASEMENTS THEREON SHALL BE KEPT CLEAN, NEAT AND MOWED TO THE STREET.

3.5 WATER SERVICE. POTABLE WATER SHALL BE PURCHASED FROM RURAL WATER DISTRICT NO.6, OKMULGEE COUNTY.

3.6 INTENTIONALLY OMITTED.

3.7 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 EASEMENT WAYS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT.

3.8 COMPLIANCE WITH CODE. ALL RESIDENTIAL LOTS ARE SUBJECT TO THE USES, RESTRICTIONS AND REQUIREMENTS OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY AND TULSA COUNTY.

ARTICLE IV

DRIVEWAY MAINTENANCE

ALL LOT OWNERS AGREE TO BUILD AND MAINTAIN THEIR OWN DRIVEWAY AND WILL BE RESPONSIBLE FOR ANY FUTURE REPAIR, CONSTRUCTION, AND MAINTENANCE OF THE DRIVEWAY. IT WILL BE THE LOT OWNERS' SOLE RESPONSIBILITY TO CONSTRUCT AND MAINTAIN UNOBSTRUCTED, TRAVERSABLE ACCESS TO THEIR HOME.

ARTICLE V

ROADWAY MAINTENANCE

5.1 COST OF REPAIR AND MAINTENANCE. VEHICULAR ACCESS TO LOTS 1 THROUGH 7 OF COOPER VALLEY ESTATES IS BY A PRIVATE ROADWAY ON THE WEST BOUNDARY OF THOSE LOTS, DESIGNATED ON THE PLAT AS SOUTH 73rd EAST AVENUE. THE LOT OWNERS OF LOTS 1 THROUGH 7 OF COOPER VALLEY ESTATES SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF A ROAD EASEMENT AND MAINTENANCE AGREEMENT DATED OCTOBER ____, 2022, AND RECORDED ON OCTOBER ____, 2022, AS DOCUMENT #2022_____ AND ARE BOUND BY THE PROVISIONS CONTAINED THEREIN FOR MAINTENANCE OF THE ROADWAY, INCLUDING, BUT NOT LIMITED TO, A PROPORTIONATE SHARE OF THE EXPENSE OF REPAIR AND MAINTENANCE OF THE ROAD.

5.2 REMEDIES. ANY OF THE OWNERS OF LOTS 1 THROUGH 7 OF COOPER VALLEY ESTATES SHALL HAVE STANDING TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON BREACHING THE TERMS OF THE ROAD EASEMENT AND MAINTENANCE AGREEMENT REFERENCED IN SECTION 5.1, OR TO PREVENT THE VIOLATION OF SAID AGREEMENT OR TO RECOVER DAMAGES FOR VIOLATION OF THE TERMS OF SAID AGREEMENT. IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION OF SAID AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEYS' FEES TO BE TAXED AS COSTS.

ARTICLE VI

PRUDENTIAL CONSIDERATIONS

6.1 ENFORCEMENT. ENFORCEMENT TO RESTRAIN OR TO RECOVER DAMAGES FOR VIOLATION OF THE COVENANTS MAY BE BROUGHT BY THE DEVELOPER OR AN OWNER OF ANY LOT HAVING ANY INTEREST THEREIN, WHETHER ACTING JOINTLY OR SEVERALLY. THE DEVELOPER SHALL NOT BE OBLIGATED TO ENFORCE ANY COVENANT OR RESTRICTION THROUGH LEGAL PROCEEDINGS OR OTHERWISE.

6.2 REMEDIES. IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, CONDITIONS OR RESTRICTIONS HEREIN, ANY PERSON OWNING ANY REAL PROPERTY IN THE ADDITION SHALL HAVE STANDING TO

PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING THE SAME TO PREVENT THE VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION HEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEYS' FEES TO BE TAXED AS COSTS.

6.3 INTENTIONALLY OMITTED.

6.4 NO WAIVER. THE FAILURE OF THE GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITION AT ANY TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

6.5 WAIVER OF RIGHT OF RECOVERY. EACH OWNER SHALL BE RESPONSIBLE FOR OBTAINING INSURANCE COVERAGE FOR THE RISK OF BODILY INJURY OR PHYSICAL LOSS OR DAMAGES OF ANY KIND TO HIS AND HIS INVITEES' PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY PERSONAL PROPERTY STORED OR LOCATED ON PROPERTY WITHIN THE SUBDIVISION AND WITH RESPECT TO HIS HOME. EACH OWNER HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS WHICH THEY MAY HAVE AGAINST ANY OWNER, THE DEVELOPER, THE MANAGING AGENT, IF ANY, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, FOR DAMAGE TO THE LOTS OR THE HOMES, OR TO ANY PERSONAL PROPERTY LOCATED IN THE LOTS, OR THE HOMES, CAUSED BY FIRE, FLOOD OR OTHER CASUALTY, TO THE EXTENT THAT SUCH DAMAGE IS INSURABLE BY FIRE, FLOOD OR OTHER FORMS OF CASUALTY INSURANCE, AND TO THE EXTENT POSSIBLE, ALL SUCH POLICIES SHALL CONTAIN WAIVERS OF THE INSURER'S RIGHTS TO SUBROGATION AGAINST ANY OWNER, THE DEVELOPER, THE MANAGING AGENT, IF ANY, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS.

6.6 SERVICEABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

6.7 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN WRITING, DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SUBDIVISION OR ANY IMPROVEMENT IN THE SUBDIVISION, THE SUFFICIENCY OF UTILITIES, CULVERTS, ROADS, THE STORMWATER MANAGEMENT DESIGN, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION THE COMMON AREAS AND INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, LIABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.

6.8 BINDING EFFECT; AMENDMENTS. THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE TO RUN WITH THE LAND, AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM, PROVIDED THAT THESE COVENANTS MAY BE AMENDED AS FOLLOWS:

A. THIS DECLARATION MAY BE AMENDED BY DEVELOPER ANY TIME (I) IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL STATUTE, RULE OR REGULATION OR JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THEREWITH; (II) IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS, TO ENABLE SUCH LENDER OR PURCHASER TO MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (III) IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (IV) TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION; OR (V) TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION TO ADEQUATELY COVER SITUATIONS AND CIRCUMSTANCES WHICH DEVELOPER BELIEVES, IN ITS REASONABLE JUDGEMENT, HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MARKETABILITY OF LOTS. IN FURTHERANCE OF THE FOREGOING, A POWER COUPLED WITH AN INTEREST IS HEREBY RESERVED AND GRANTED TO DEVELOPER TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH OWNER. EACH DEED, MORTGAGE, OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGEMENT OF, AND A CONSENT TO THE RESERVATION OF, THE POWER TO DEVELOPER TO MAKE, EXECUTED AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT WHICH TIME DEVELOPER HAS NO FURTHER VESTED INTEREST / OWNERSHIP IN ANY REMAINING LOTS. THE DEVELOPER SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF COOPER VALLEY ESTATES FROM THE INCEPTION THEREOF UNTIL SUCH TIME AS THE DEVELOPER HAS NO FURTHER VESTED INTEREST / OWNERSHIP IN ANY REMAINING LOTS.

B. IN GENERAL. AFTER THE DEVELOPER HAS NO FURTHER VESTED INTEREST / OWNERSHIP IN ANY REMAINING LOTS, THIS DECLARATION MAY BE AMENDED BY THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3RDS) OF THE TOTAL VOTES OR BY AN INSTRUMENT EXECUTED BY ONE OR MORE OWNERS OF AT LEAST TWO-THIRDS (2/3RDS) OF THE LOTS; EXCEPT THAT (I) THE PROVISIONS OF THIS PARAGRAPH MAY BE AMENDED ONLY BY AN INSTRUMENT EXECUTED BY ALL OF THE OWNERS; AND (II) ANY PROVISION RELATING TO THE RIGHTS OF DEVELOPER MAY BE AMENDED ONLY WITH THE WRITTEN CONSENT OF DEVELOPER. NO AMENDMENT SHALL BE EFFECTIVE

UNTIL PROPERLY RECORDED. "OWNERS" SHALL NOT BE DEEMED TO INCLUDE MORTGAGES OR OTHER PERSONS HOLDING LIENS ON ANY LOT AND SUCH MORTGAGES AND OTHER BEHOLDERS SHALL NOT BE REQUIRED TO JOIN IN ANY AMENDMENT TO THIS DECLARATION.

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT is executed this ____ day of _____, 2022 (“Effective Date”), by and between AARY LAND LLC, an Oklahoma limited liability company (“ARY”); BRITTANY REYES (“REYES”); RICK L ZUMWALT and TRACY M. ZUMWALT (“ZUMWALT”); HERBERT C. GLOCK (“GLOCK”); RANDALL GIBSON and SANDRA GIBSON (“GIBSON”); JOHNNY STAMPS and TRACY KNAPP (“STAMPS”); THE BETTY J. WILLIAMS REVOCABLE LIVING TRUST (“BJW TRUST”); and ABC & ASSOCIATES, LLC, an Oklahoma limited liability company (“ABC”).

WHEREAS, ARY is the owner of the tracts of land described as follows (hereinafter referred to as the “Ary Parcels”):

A tract of land in Government Lot 3, in Section 2, Township 16 North, Range 13 East of the I.B. & M., Tulsa County, State of Oklahoma, according to the United States government survey thereof, being more particularly described as follows, to-wit:

Beginning at the Northeast corner of said Government Lot 3;
Thence S 00°52’20” E a distance of 1075.66 feet;
Thence S 89°70’40” W a distance of 60.00 feet;
Thence N 00°52’20” W a distance of 1075.66 feet;
Thence N 88°44’28” E a distance of 60.00 feet to the Point of Beginning;

AND

A tract of land in Government Lot 3, in Section 2, Township 16 North, Range 13 East of the I.B. & M., 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 said Government Lot 3;
Thence S 00°52’20” E a distance of 1523.67 feet to the Point of Beginning;
Thence S 00°52’20” E a distance of 1242.37 feet;

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Thence S 89°70'40" W a distance of 60.00 feet;
Thence N 00°52'20" W a distance of 1242.37 feet;
Thence N 89°07'40" E a distance of 60.00 feet to the Point of Beginning.

WHEREAS, ARY is also the owner of the tract of land described as follows (hereinafter referred to as the "Cooper Valley Estates Parcel"):

A tract of land being part of the South Half of the Northeast Quarter (S/2 NE/4) and of Government Lot 2, in Section 2, Township 16 North, Range 13 East of the Indian Base & Meridian., Tulsa County, State of Oklahoma, and being more particularly described as follows, to-wit:

Beginning at the Northeast corner of the South Half of the Northeast Quarter, thence S 89°06'34" W a distance of 1316.82 to the Southeast corner of Lot 2; thence N 00°55'51" W a distance of 1190.17 feet and along the East line of Lot 2; thence S 89°44'45" W a distance of 766.68 feet; thence S 00°55'51" E a distance of 331.17 feet; thence S 88°44'48" W a distance of 549.23 to a point on the West line of the Northeast Quarter; thence S 00°52'32" E a distance of 1511.58 feet to the Northwest corner of the South Half of the Southwest Quarter of the Northeast Quarter; thence N 89°06'03" E 1317.44 feet to the Northeast corner of the South Half of the Southwest Quarter of the Northeast Quarter; thence S 00°32'37" E 330.72 feet; thence N 89°05'32" E 1320.00 feet to a point on the East line of the Northeast Quarter; thence N 00°59'09" W 991.04 feet to the Point of Beginning.

WHEREAS, REYES is the owner of the tract of land described as follows (hereinafter referred to as the "Reyes Parcel"):

The North 448.50 feet of the South 698.50 feet of Government Lot 3, Section 2, Township 16 North, Range 13 East of the Indian Base & Meridian, Tulsa County, State of Oklahoma.

WHEREAS, ZUMWALT is the owner of the tract of land described as follows (hereinafter referred to as the "Zumwalt Parcel"):

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The South 250 feet of Government Lot 3, and Part of the NW/4 beginning 1157.46 feet North of the SE corner of the NW/4 thence West 1317.02 feet; thence North 165.65 feet; thence East 1316.63 feet; thence South 164.37 feet to the Point of Beginning, all in Section 2, Township 16 North, Range 13 East of the Indian Base & Meridian, Tulsa County, State of Oklahoma, LESS the East 60 feet thereof for road.

WHEREAS, GLOCK is the owner of the tract of land described as follows (hereinafter referred to as the “Glock Parcel”):

Part Southeast Quarter of the Northwest Quarter of Section 2, Township 16 North, Range 13 East, of the Indian Base & Meridian, Tulsa County, State of Oklahoma, beginning 743.46 feet North of the Southeast corner of the Northwest Quarter, thence West 1317.82 feet; thence North 414 feet; thence East 1317.02 feet; thence South 414 feet to the Point of beginning, LESS the East 60 feet thereof for road.

WHEREAS, STAMPS is the owner of the tract of land described as follows (hereinafter referred to as the “Stamps Parcel”):

Part Southeast Quarter of the Northwest Quarter of Section 2, Township 16 North, Range 13 East, of the Indian Base & Meridian, Tulsa County, State of Oklahoma, beginning at the Southeast corner of the Northwest Quarter, thence West 1317.82 feet; thence North 413 feet; thence East 1317.42 feet; thence South 414 feet to the Point of beginning, LESS the East 60 feet thereof for road.

WHEREAS, GIBSON is the owner of the tract of land described as follows (hereinafter referred to as the “Gibson Parcel”):

East 528 feet of the South Half of the South Half of the Southeast Quarter of the Northwest Quarter, Section 2, Township 16 North, Range 13 East of the Indian Base & Meridian, Tulsa County, State of Oklahoma;

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WHEREAS, the BJW TRUST is the owner of the tract of land described as follows (hereinafter referred to as the “BJW Trust Parcel”):

The North Half of the North Half of the Northeast Quarter of the Southwest Quarter, Section 2, Township 16 North, Range 13 East of the Indian Base & Meridian, Tulsa County, State of Oklahoma;

WHEREAS, ABC is the owner of the tract of land described as follows (hereinafter referred to as the “ABC Parcel”):

The South Half of the Southwest Quarter of the Northeast Quarter, Section 2, Township 16 North, Range 13 East of the Indian Base & Meridian, Tulsa County, State of Oklahoma;

WHEREAS, each of the foregoing parcels utilize a private roadway, designated as S 73rd East Avenue, for ingress and egress, which private roadway traverses the Ary Parcels and the Reyes Parcel, or, in the case of the BJW Trust Parcel, the Gibson Parcel;

WHEREAS, the Cooper Valley Estates Parcel will soon be platted and proposed Lots 1 through 7, inclusive, of the subdivision will also utilize that private roadway for ingress and egress;

WHEREAS, the parties hereto desire to memorialize an agreement to create a non-exclusive easement for ingress and egress for all of the parcels described herein and to establish a mechanism for paying for the future expenses of repair and maintenance of the roadway

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Easement Grant by ARY. ARY hereby grants and conveys a non-exclusive right-of-way easement in favor of REYES, ZUMWALT, GLOCK, STAMPS, GIBSON, the BJW TRUST, and ABC over, upon, across and through the Ary Parcels for (a) the purpose of allowing

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the owners of the respective parcels identified herein to use the existing roadway located on the Ary Parcels for ingress and egress from their respective parcels to East 181st Street South; and (b) which easement shall run with the land for the benefit of the respective owners of the various parcels described herein, including proposed Lots 1 through 7, inclusive, of Cooper Valley Estates, presently unrecorded. The easement granted herein excludes vehicular parking or any other use that would interfere with the use of the easement over the Ary Parcels.

2. Easement Grant by REYES. REYES hereby grants and conveys a non-exclusive right-of-way easement in favor of ARY, ZUMWALT, GLOCK, STAMPS, GIBSON, the BJW TRUST, and ABC over, upon, across and through the East 60 feet of the Reyes Parcel for (a) the purpose of allowing the owners of the respective parcels identified herein to use the existing roadway located on the East 60 feet of the Reyes Parcel for ingress and egress from their respective parcels to East 181st Street South; and (b) which easement shall run with the land for the benefit of the respective owners of the various parcels described herein, including proposed Lots 1 through 7, inclusive, of Cooper Valley Estates, presently unrecorded. The easement granted herein excludes vehicular parking or any other use that would interfere with the use of the easement over the East 60 feet of the Reyes Parcel. This easement grant shall supplement the easement previously granted by REYES to ARY by an instrument dated April 27, 2022, and recorded May 3, 2022 as Document #2022046160 in the office of the Tulsa County Clerk.

3. Easement Grant by GIBSON. GIBSON hereby grants and conveys a non-exclusive right-of-way easement in favor of the BJW TRUST over, upon, across and through the East 60 feet of the Reyes Parcel for (a) the purpose of allowing the owners of the respective parcels identified herein to use the existing roadway located on the East 60 feet of the Gibson Parcel for ingress and egress from the BJW Trust parcel to East 181st Street South; and (b) which easement shall run with the land for the benefit of the BJW Trust, its successors, grantees, and assigns. The easement granted herein excludes vehicular parking or any other use that would interfere with the use of the easement over the East 60 feet of the Gibson Parcel.

4. Nature of Easements Granted.

4.1. Easements Appurtenant. Each of the easements and rights granted or created herein is an appurtenance to the applicable parcel(s) being benefited, and none of such easements or rights may be transferred, assigned or encumbered except as an appurtenance to the applicable parcel(s) benefited.

4.2. Nature and Effect of Easements. All of the easements, covenants, restrictions and provisions contained in this Agreement:

4.2.1. create equitable servitudes upon the property in favor of the other property;

4.2.2. constitute covenants running with the land; and

4.2.3. shall bind every person or entity having any fee, leasehold or other interest in any portion of either property at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

4.3. Transfer of Title. The acceptance of any transfer or conveyance of title from any owner of all or any part of its interest in its property shall be deemed, without any further action by the grantor or the grantee, to:

4.3.1. require the grantee to agree not to use, occupy or allow any lessee or occupant of such property to use or occupy the property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

4.3.2. require the grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to all (or the applicable portion of) such property which will be conveyed to such grantee.

4.4. Maintenance. The parties to this Agreement agree that in the event the easement, or any part thereof, requires re-grading, additional gravel or other material, or significant repair (defined as costing in excess of \$500.00), the parties shall share the expense of the same equally. Each parties' share of the such expenses shall be paid within ten (10) days of the date of a notice of the expense sent to the parties. Should there be disagreement over the necessity or cost of any maintenance or repairs, an engineer shall be retained to determine the necessity of the repairs and maintenance, and the engineer's proposal shall be binding on the parties. The owner of each respective parcel shall be obligated to keep grass mowed and other vegetation trimmed along the easement abutting their parcels.

4.5. Successors. The obligations set forth in this Section 4 shall be binding on any successors or assigns of the named parties.

5. General Provisions.

5.1. Entire Agreement. This Agreement (including any Exhibit(s) attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

5.2. Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

5.3. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

5.4. Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence or in consent to any further or succeeding breach of the same or any other covenant and/or agreement.

5.5. Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

5.6. Recording. A fully executed counterpart of this Easement Agreement shall be recorded in the Office of the County Clerk for Tulsa County, State of Oklahoma.

5.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

5.8. Counterpart Signatures. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

Executed the day and year first above written.

The remainder of this page is left blank intentionally. Signature pages follow.

ARY LAND LLC, an Oklahoma
Limited liability company

By: _____

Name: Drew Ary

Title: Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
): ss.
COUNTY OF TULSA)

On October _____, 2022, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Drew Ary, as manager of Ary Land, LLC, an Oklahoma limited liability company.

Given under my hand and seal of office the day and year above written.

Notary Public

My Commission Expires: _____
[SEAL]

BRITTANY REYES

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
): ss.
COUNTY OF TULSA)

On October _____, 2022, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Brittany Reyes.

Given under my hand and seal of office the day and year above written.

Notary Public

My Commission Expires: _____
[SEAL]

RICK ZUMWALT

TRACY M. ZUMWALT

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
): ss.
COUNTY OF TULSA)

On October _____, 2022, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by RICK ZUMWALT and TRACY M. ZUMWALT.

Given under my hand and seal of office the day and year above written.

Notary Public

My Commission Expires: _____

[SEAL]

HERBERT C. GLOCK

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
): ss.
COUNTY OF TULSA)

On October _____, 2022, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Herbert C. Glock.

Given under my hand and seal of office the day and year above written.

Notary Public

My Commission Expires: _____
[SEAL]

JOHNNY STAMPS

TRACY KNAPP

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
): ss.
COUNTY OF TULSA)

On October _____, 2022, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Johnny Stamps and Tracy Knapp.

Given under my hand and seal of office the day and year above written.

Notary Public

My Commission Expires: _____
[SEAL]

RANDALL GIBSON

SANDRA GIBSON

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
): ss.
COUNTY OF TULSA)

On October _____, 2022, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by Randall Gibson and Sandra Gibson.

Given under my hand and seal of office the day and year above written.

Notary Public

My Commission Expires: _____

[SEAL]

THE BETTY J. WILLIAMS REVOCABLE LIVING TRUST

By: _____

Name: _____

Title: Trustee _____

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
): ss.
COUNTY OF TULSA)

On October _____, 2022, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by _____, as Trustee of the Betty J. Williams Revocable Living Trust.

Given under my hand and seal of office the day and year above written.

Notary Public

My Commission Expires: _____
[SEAL]

ABC & ASSOCIATES LLC, an Oklahoma
Limited liability company

By: _____

Name: _____

Title: Manager _____

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
): ss.
COUNTY OF TULSA)

On October _____, 2022, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by _____, as manager of ABC & Associates LLC, an Oklahoma limited liability company.

Given under my hand and seal of office the day and year above written.

Notary Public

My Commission Expires: _____
[SEAL]

Exhibit A

Mortgage Inspection Certificate

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