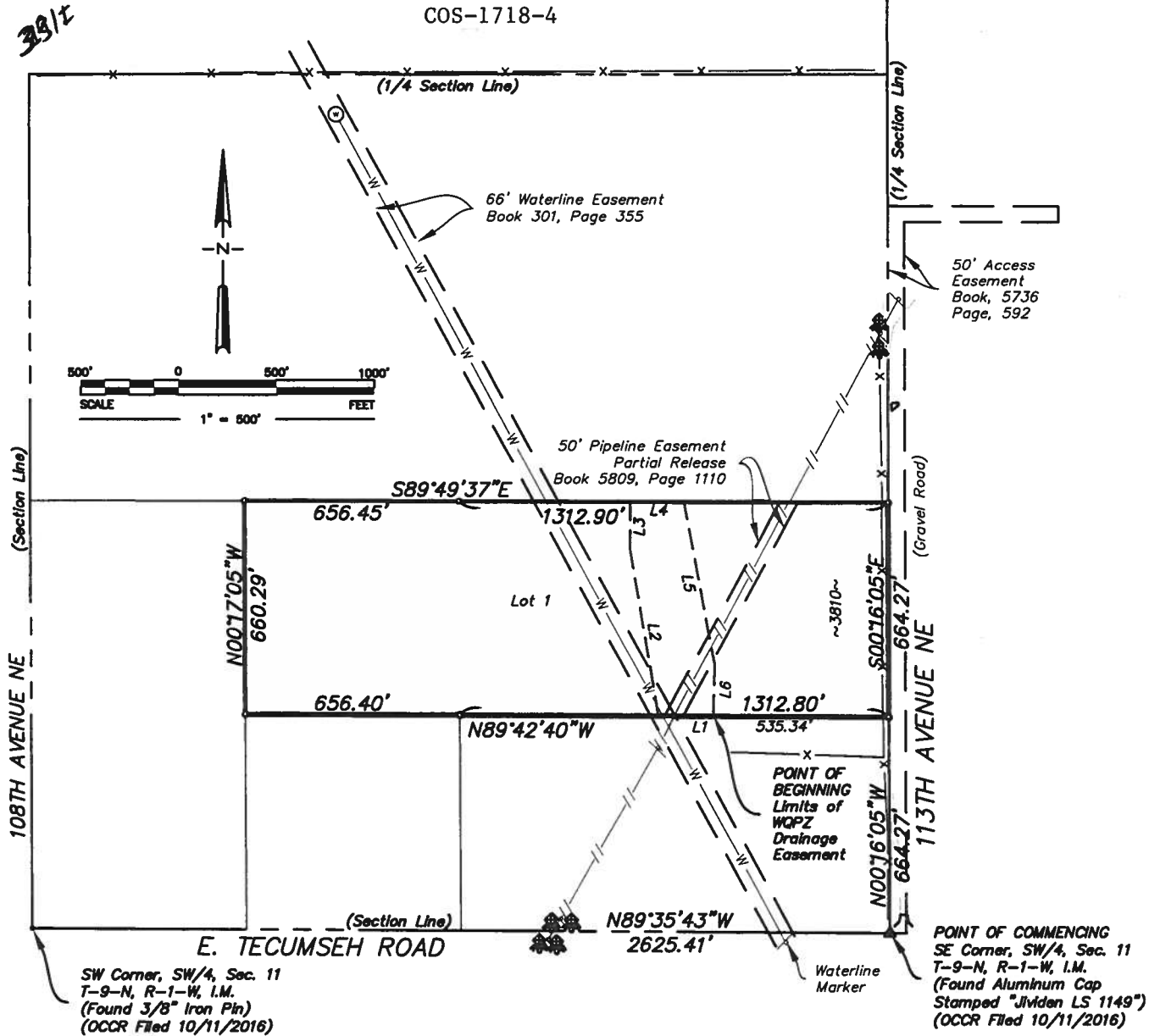


FULLWOOD/DRAPER ACRES
NORMAN RURAL CERTIFICATE OF SURVEY
The NE/4, SW/4, SW/4, and
the N/2, SE/4, SW/4, of Sec. 11, T-9-N, R-1-W, I.M.
Norman, Cleveland County, Oklahoma
COS-1718-4



LEGEND

 WATER MANHOLE

 MONUMENT FOUND

 MONUMENT SET

 RIGHT-OF-WAY MARKER

 BARBED WIRE FENCE

 WATER LINE

 MARKED PIPELINE

Line Table ~ (WQPZ Tract)

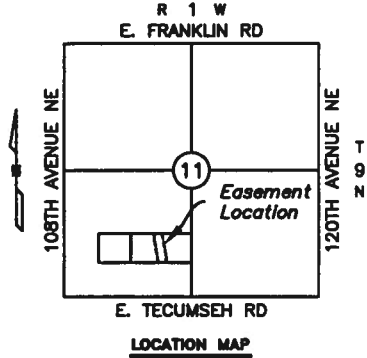
Line	Bearing	Distance
L1	N89°42'40"W	168.30'
L2	N09°37'40"W	525.35'
L3	N00°10'23"E	145.14'
L4	S89°49'37"E	165.02'
L5	S10°35'49"E	513.64'
L6	S01°21'22"W	158.61'

- NOTES:
1. The subject property is currently zoned A-2 (Rural Agriculture) according to City of Norman Interactive Zoning Locator. Refer to city zoning regulations for specific details.

2. The subject does not lie within a designated flood hazard zone according to FEMA Flood Insurance Rate Map Panel Number 40027C0220H, dated September 26, 2008.

3. Lemke Land Surveying did not abstract subject property. No title opinion or commitment was provided by client. Instruments of record, unrecorded, or prescriptive may exist.

4. This survey meets or exceeds the requirements set forth by the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



FULLWOOD/DRAPER ACRES
NORMAN RURAL CERTIFICATE OF SURVEY
The NE/4, SW/4, SW/4, and
the N/2, SE/4, SW/4, of Sec. 11, T-9-N, R-1-W, I.M.
Norman, Cleveland County, Oklahoma

LEGAL DESCRIPTION

The Northeast Quarter of the Southwest Quarter of the Southwest Quarter (NE/4 SW/4 SW/4), and the North Half of the Southeast Quarter of the Southwest Quarter (N/2 SE/4 SW/4) of Section Eleven (11), Township Nine North (T-9-N), Range One West (R-1-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma, and being more particularly by metes and bounds as follows:

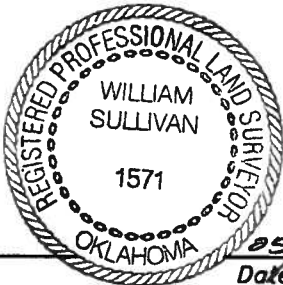
Commencing at the Southeast corner of said SW/4;
Thence North 00°16'05" West along the East line of said SW/4 a distance of 664.27 feet to the Point of Beginning;
Thence North 89°42'40" West along the South line of the N/2 SE/4 SW/4 a distance of 1312.80 feet to the Southeast corner of the NE/4 SW/4 SW/4;
Thence continuing North 89°42'40" West a distance of 656.40 feet to the Southwest corner of said NE/4 SW/4 SW/4;
Thence North 00°17'05" West a distance of 660.29 feet to the Northwest corner of said NE/4 SW/4 SW/4;
Thence South 89°49'37" East along the North line of said NE/4 SE/4 SW/4 a distance of 656.45 feet to the Northwest corner of the N/2 SE/4 SW/4;
Thence continuing South 89°49'37" East along the North line of said N/2 SE/4 SW/4 a distance of 1312.90 feet to the Northeast corner of said N/2 SE/4 SW/4;
Thence South 00°16'05" East along the East line of said SW/4 a distance of 664.27 feet to the Point of Beginning.
Said tract contains 29.94 acres, more or less.

Note: Basis of Bearing = East line of SW/4 of Section 11, T-9-N, R-1-W, I.M. (State plane - assumed).

LEGAL DESCRIPTION
(Water Quality Protection Zone - WQPZ)

A tract of land located in the Southwest Quarter (SW/4) of Section Eleven (11), Township Nine North (T-9-N), Range One West (R-1-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma, and being more particularly described as follows:

Commencing at the Southeast corner of said SW/4;
Thence North 00°16'05" West along the East line of said SW/4 a distance of 664.27 feet;
Thence North 89°42'40" West a distance of 535.34 feet to the Point of Beginning;
Thence continuing North 89°42'40" West a distance of 168.30 feet;
Thence North 09°37'40" West a distance of 525.35 feet;
Thence North 00°10'23" East a distance of 145.14 feet;
Thence South 89°49'37" East a distance of 165.02 feet;
Thence South 10°35'49" East a distance of 513.64 feet;
Thence South 01°21'22" West a distance of 158.61 feet to the Point of Beginning.
Said tract contains 2.88 acres, more or less.




William Sullivan P.L.S.1571

Date

LEMKE LAND SURVEYING, LLC

7000 YALE AVE., STE. 803, TULSA, OK 74138
PH.(918)865-8383 FAX(918)865-8383
CA # 8875
<http://www.lemke-ls.com>

Surveyed By: HT/TW
Drawn By: TG
Approved By: WS
Date: 05/07/2018
Scale: 1" = 500'
Project No: 17192

Project: FULLWOOD/DRAPER ACRES
CERTIFICATE OF SURVEY
Project Location: PART OF THE SW/4 SEC. 11
T-9-N, R-1-W, CLEVELAND COUNTY, OKLAHOMA
Client: JENNY FULLWOOD
8366 138TH COURT NE, REDMOND, WA 98052

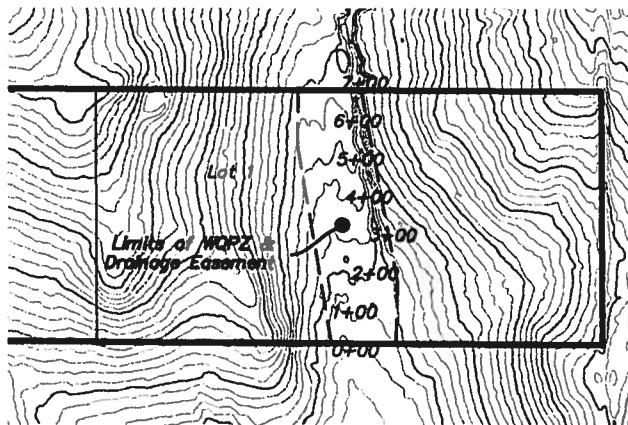
Sheet
Number

2

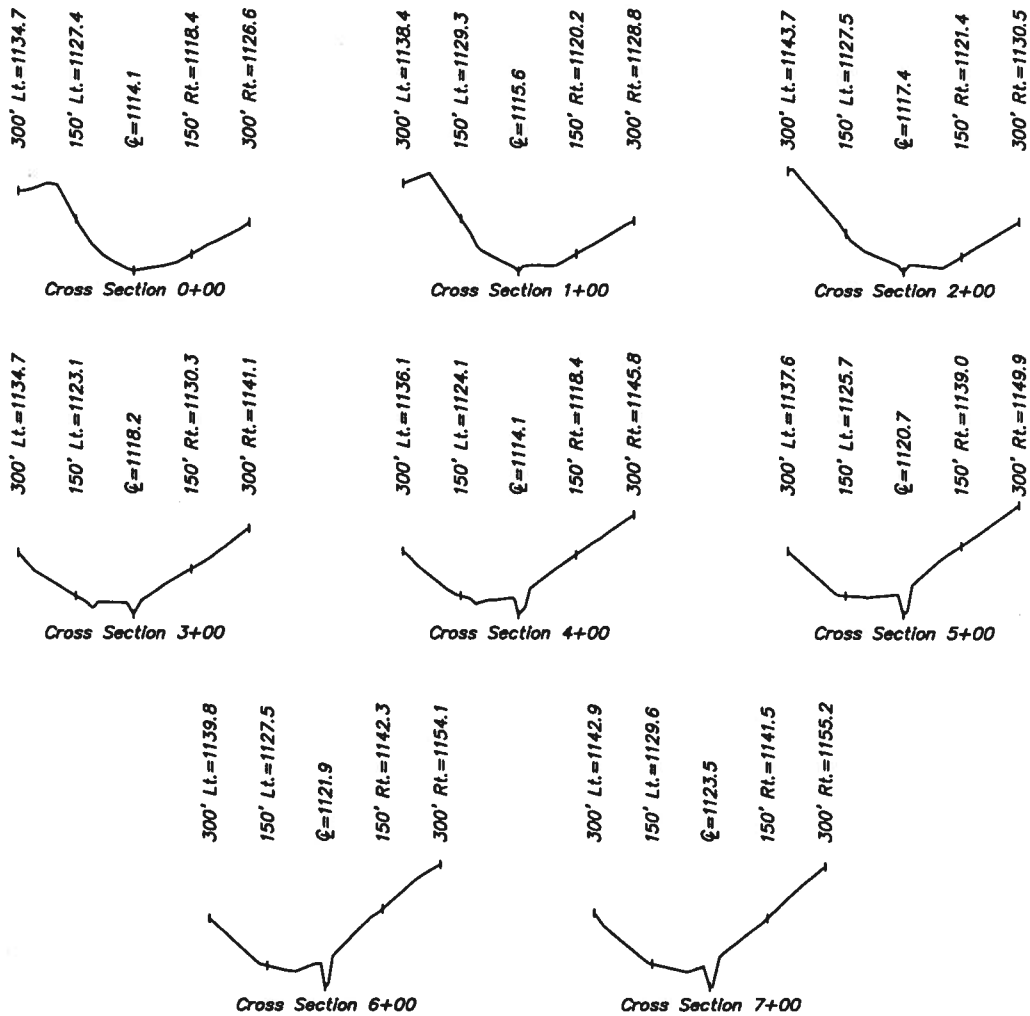
Sheet 2 of 4

FULLWOOD/DRAPER ACRES
NORMAN RURAL CERTIFICATE OF SURVEY

The NE/4, SW/4, SW/4, and
the N/2, SE/4, SW/4, of Sec. 11, T-9-N, R-1-W, I.M.
Norman, Cleveland County, Oklahoma

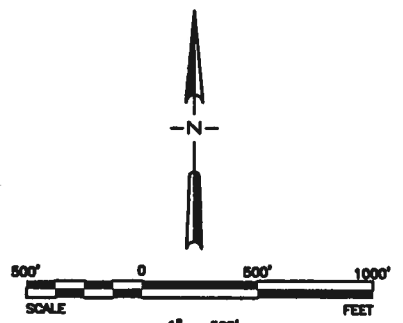


Profile Begins 20' South of South Property Line, ending 20' North of North Property Line, and extends a minimum of 300' each side of centerline of creek.



NOTES:

1. There shall be no clearing, grading, construction or disturbance of vegetation inside the WQPZ except as permitted by the Director of Public Works unless such a disturbance is done in accordance with 19-514(E) of the Norman City code.
2. Any WQPZ shown hereon is subject to protective covenants that may be found in the land records and that restrict disturbance and use of the areas.
3. This development lies beyond the City's water supply and is at risk of wildland fires. It is recommended that the development adhere to NFPA1144-2208, Reducing Structure Ignition Hazards from Wildland Fires.



Vertical Scale: 1" = 50'

LEMKE LAND SURVEYING, LLC



7080 YALE AVE., STE. 803, TULSA, OK 74136
PH.(918)885-8383 FAX(918)885-8383
CA # 8878
<http://www.lemke-ls.com>

Surveyed By: HT/TW
Drawn By: TG
Approved By: WS
Date: 05/07/2018
Scale: 1" = 500'
Project No: 17192

Project: FULLWOOD/DRAPER ACRES
CERTIFICATE OF SURVEY
Project Location: PART OF THE SW/4 SEC. 11
T-9-N, R-1-W, CLEVELAND COUNTY, OKLAHOMA
Client: JENNY FULLWOOD
8366 138TH COURT NE, REDMOND, WA 98052

Sheet
Number

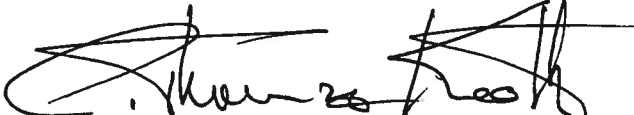
3

Sheet 3 of 4

FULLWOOD/DRAPER ACRES
NORMAN RURAL CERTIFICATE OF SURVEY
The NE/4, SW/4, SW/4, and
the N/2, SE/4, SW/4, of Sec. 11, T-9-N, R-1-W, I.M.
Norman, Cleveland County, Oklahoma

NORMAN PLANNING COMMISSION

Accepted by the City of Norman, Oklahoma, Planning Commission on this 10th day of May 2018.


Chairperson

STATE OF OKLAHOMA
COUNTY OF CLEVELAND

Before me, a Notary Public, in and for said County and State, on this 10th day of May 2018
personally appeared Thomas Keith to me known to be an identical person who executed the within
and foregoing instrument and acknowledged to me the he executed the same as his free and voluntary
act and deed.

June 7, 2019
My Commission Expires


Notary Public



NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this 12th day of June 2018.

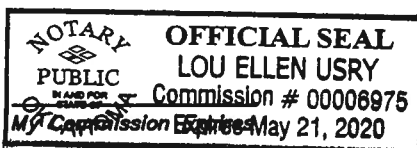

City Clerk




Mayor

STATE OF OKLAHOMA
COUNTY OF CLEVELAND

Before me, a Notary Public, in and for said County and State, on this 12th day of June 2018
personally appeared Lou Ellen Usry to me known to be an identical person who executed the within
and foregoing instrument and acknowledged to me the he executed the same as his free and voluntary
act and deed.




Notary Public

LEMKE LAND SURVEYING, LLC



7060 YALE AVE., STE. 603, TULSA, OK 74136
PH.(918)985-9383 FAX(918)985-9383
CA # 6875
<http://www.lemke-lls.com>

Surveyed By:	HT/TW	Project:	FULLWOOD/DRAPER ACRES
Drawn By:	TG		CERTIFICATE OF SURVEY
Approved By:	WS	Project Location:	PART OF THE SW/4 SEC. 11
Date:	05/07/2018		T-9-N, R-1-W, CLEVELAND COUNTY, OKLAHOMA
Scale:	1" = 500'	Client:	JENNY FULLWOOD
Project No:	17192		8366 138TH COURT NE, REDMOND, WA 98052

Sheet
Number

4

Sheet 4 of 4

1513

GRANT OF EASEMENT

LEGAL DESCRIPTION:

E-1718-68

A tract of land located in the Southwest Quarter (SW/4) of Section Eleven (11), Township Nine North (T-9-N), Range One West (R-1-W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma, and being more particularly described as follows:

Commencing at the Southeast corner of said SW/4;
Thence North 00°16'05" West along the East line of said SW/4 a distance of 664.27 feet;
Thence North 89°42'40" West a distance of 535.34 feet to the Point of Beginning;
Thence continuing North 89°42'40" West a distance of 168.30 feet;
Thence North 09°37'40" West a distance of 525.35 feet;
Thence North 00°10'23" East a distance of 145.14 feet;
Thence South 89°49'37" East a distance of 165.02 feet;
Thence South 10°35'49" East a distance of 513.64 feet;
Thence South 01°21'22" West a distance of 158.61 feet to the Point of Beginning;
Said tract contains 2.88 acres, more or less.

Drainage and the establishment of Water Quality Protection Zone (WQPZ)

To have and to hold the same unto said City of Norman, its successors and assigns forever

Signed and delivered this 22nd day of MAY, 2018

Jenny Fullwood
Jenny Fullwood

STATE OF WA, COUNTY OF KING

Before me, a Notary Public, in and for said County and State, on this 22 day of MAY, 2018, Personally appeared Jenny Fullwood to me known to the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed.

12/20/18
My Commission Expires
Public

Craig R Jones
Notary

To have and to hold the same unto said City of Norman, its successors and assigns forever

Signed and delivered this 29th day of May, 2018

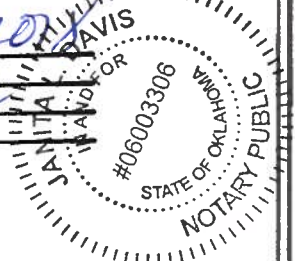
Kendra Draper
Kendra Draper

STATE OF Oklahoma, COUNTY OF Cleveland

Before me, a Notary Public, in and for said County and State, on this 29th day of May, 2018, Personally appeared Kendra Draper to me known to the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed.

Sworn and subscribed to before me this

29th day of May, 2018
My Commission # 06003306
My Commission expires 12-20-18
Notary Public Craig R Jones
Cleveland County, Oklahoma



LEMKE LAND SURVEYING, LLC

S | L
L | S

3220 DART CORNER DRIVE, NORMAN, OK 73072
PH: (405) 368-8241 FAX: (405) 368-8240
CA # 0876
<http://www.lemke-llc.com>

Surveyed By:	HT/TW	Project:	FULLWOOD/DRAPER ACRES
Drawn By:	SA		CERTIFICATE OF SURVEY
Approved By:	WS	Project Location:	PART OF THE SW/4 SEC. 11
Date:	05/07/2018		T-9-N, R-1-W, CLEVELAND COUNTY, OKLAHOMA
Scale:	1" = 500'	Client:	JENNY FULLWOOD
Project No:	17182		8368 138TH COURT NE, REDMOND, WA 98052

Sheet
Number

5.

Sheet 1 of 2

GRANT OF EASEMENT

E-1718-68

City Attorney

Approved as to form and legality this 30 day of May 2018

Norman City Council

Accepted by the City of Norman, Oklahoma City Council on this 12th day of June 2018

Attest:

City Clerk

STATE OF OKLAHOMACOUNTY OF CLEVELAND

Before me, a Notary Public, in and for said County and State, on this 12th day of June, 2018, Personally appeared _____, to me known to the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed.

My Commis
Public

Lou Ellen Usry
Notary

LEMKE LAND SURVEYING, LLC

S | L
L | S

3220 EAST COMMER DRIVE, NORMAN, OK 73072
PH: (405) 368-8541 FAX: (405) 368-8540
OK & 8678
<http://www.lemke-lls.com>

Surveyed By: HT/TW	Project: FULLWOOD/DRAPER ACRES
Drawn By: SA	CERTIFICATE OF SURVEY
Approved By: WS	Project Location: PART OF THE SW/4 SEC. 11
Date: 05/07/2018	T-8-N, R-1-W, CLEVELAND COUNTY, OKLAHOMA
Scale: 1" = 500'	Client: JENNY FULLWOOD
Project No: 17192	8366 138TH COURT NE, REDMOND, WA 98052

Sheet
Number

6

Sheet 2 of 2

RESTRICTIVE COVENANTS
FOR
WATER QUALITY PROTECTION ZONE
Fullwood/Draper Acres

Jenny R. Fullwood and Kendra B. Draper, individuals (referred to as the “Declarant” or “Property Owner”), are the owners and titleholders of the property known as Fullwood/Draper Acres (hereinafter the “Property”), which constitutes a parcel of land located within the City of Norman, Cleveland County, Oklahoma;

WHEREAS, the Property contains Water Quality Protection Zones as defined by the City of Norman (the “WQPZ Area”), as shown and defined on the rural certificate of survey titled “Fullwood/Draper Acres”.

WHEREAS, the City of Norman requires all subdivisions to provide by restrictive covenant for the maintenance of certain aspects of the WQPZ area;

NOW, THEREFOERE, the undersigned does hereby subject the Property, a parcel of land located within the City of Norman, Cleveland County, to the following covenants and restrictions (hereinafter, the “Declaration”):

1.0 Maintenance Requirements

1.1 The Property Owner, or Property Owner’s respective successors and assigns, shall maintain the “non-structural controls/aspects” of the WQPZ Area, which shall include the following guidelines: Any portion of the WQPZ that is within thirty (30) feet of a combustible structure shall be maintained (regardless of the underlying zoning designation) as allowed by the current form of Section 10-209 of the City of Norman Ordinances; Portions of the WQPZ Area that are not within thirty (30) feet of a combustible structure may be left undisturbed and natural, with the grassy vegetation in this area being mowed or otherwise cut down to six (6) inches or higher. The Property Owner, or Property Owner’s respective successors and assigns, may delegate such maintenance obligations to a not-for-profit property owners association or further clarify such obligations in a maintenance agreement with the future owners of the lots within the Property, if any. For purpose of this Declaration, “non-structural controls/aspects” shall include pollution prevention measures that focus on the management of pollutants by practices and procedures which minimize exposure to runoff, as well as preserve open space and natural systems, including riparian buffers, modified devilmint practices, and regulations on pesticide, herbicide, and fertilizer use. Furthermore, future owners of the Property are hereby on notice that the WQPZ Area is subject to certain disturbance and use restrictions as provided by the current form of City of Norman Ordinance §19.514.

1.2 If after reasonable notice is given, the City of Norman Public Works Department shall, at no cost to the Property Owner, have the right to access and inspect the WQPZ Area annually and after severe storms for evidence of sediment deposition, erosion, concentrated flow channels, and for needed corrective actions. Property Owner, or Property Owner’s respective successors or assigns, fails to maintain any portion of the WQPZ Area – located within thirty (30) feet of a combustible structure –

in accordance with the current form of Section 10-209 of the City of Norman Ordinances, the City of Norman Public Works Department shall have the right to abate such maintenance failure as provided in said ordinance. The grant of access contained herein **does not** convey to the general public, or any other party not expressly named, a right of access, easement, license, utility easement, public train, public trail, or other interest or right in the WQPZ Area or Property.

- 1.3 The rights granted herein shall not be construed to interfere with or restrict the Property Owner, their 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 right of access to the WQPZ Area granted herein.

- 1.4 The Property Owner, or Property Owner’s respective successors and assigns, has the right to clear an area Twenty (20) feet in width to construct an all-weather driving surface (driveway) across the WQPZ Area for access to that portion of the Property located west of the WQPZ Area.

- 1.5 The Property Owner, or Property Owner’s respective successors and assigns, has the right to allow farm animals to roam freely and graze across the WQPZ Area. The Property Owner, or Property Owner’s respective successors and assigns, has the right to construct fencing across the WQPZ Area and/or around the boundary lines of the Property at Property Owners discretion.

2.0 Miscellaneous Provisions

- 2.1 Repeal. It is understood by Property Owner and the City of Norman that should the WQPZ Area ordinance be repealed and is no longer in effect, this Declaration should be considered null and void and no longer encumber the property herein described.

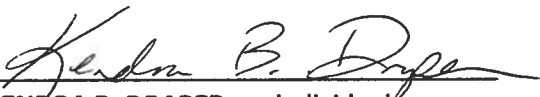
- 2.2 Running with the Land. This Declaration set forth herein shall be appurtenant to and shall run with the Property. The obligations set forth herein shall be binding upon and inure to the benefit of the successors and assigns of the Property Owner and any person claiming by, through or under any of them and their respective successors and assigns. The obligations contained herein shall be construed as covenants and not as conditions, and any violation of any said covenants shall not result in a forfeiture or reversion of title or any easement granted hereby.

- 2.3 Enforcement. If Property Owner, or any owner of interest in the Property, or any of the successors in interest, heirs, assigns, or any person or persons or entities claiming under them shall violate (or attempt to plan to violate) any of the covenants herein, it shall be lawful for any person or entity owning any real property situated in the Development to litigate and prosecute any proceedings at law or in equity against the persons and/or entity violation or attempting to violate any such covenant, and to prevent them from doing so and/or to recover damages or other remedies for such violation. In any actions undertaken to enforce any covenant authorized pursuant to the provisions of these covenants, whether such actions are through litigation and/or through actions undertaken

proper to commencement of litigation, the enforcing part shall be entitled to recover all reasonable attorneys' fees, discovery expenses, collection expenses, witness fees, court costs, postage, filing fees, traveling expenses, and any and all costs incurred in the enforcing the covenants against a party in violation of them.

- 2.4 Amendment; Waiver. No provision of this Declaration may be amended, waived, or otherwise modified except with the approval of sixty percent (60%) of the square footage ownership of the Property and with the consent of Declarant so long as Declarant or any related entity to Declarant owns an interest in the Property. Notwithstanding the above, for so long as the Declarant or any related entity owns an interest in the Property, the Declarant or such related entity shall have the ability to unilaterally ament this Declaration. Furthermore, all amendments to this Declaration that are inconsistent with the provisions of the current form of City of Norman Ordinances §§19-514 and 19-309(E) shall require the prior approval of the City of Norman. Waiver by the Property Owner, or Property Owner's heirs, personal representatives, or assigns, of a breach of any provision or condition contained in this Declaration shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.
- 2.5 Governing Law; Choice of Forum; Attorney's Fees. This Declaration is made and entered into and shall be governed by and construed in accordance with, the laws of the State of Oklahoma. Any action to enforce the terms of this Declaration shall be maintained in the District Court of Cleveland County, Oklahoma.
- 2.6 Notice. All notices, claims, demands and other communications of similar import to be given by any party to this Declaration or to any other party hereto shall be in writing and shall be given by personal delivery, electronic mail (but only if the intended recipient confirms in writing receipt of such electronic mail), receipted delivery service or by registered or certified mail, first class postage prepaid, return receipt requested, and shall be delivered or addressed to the address of the Property Owner(s) listed on the respective signature page attached hereto or to the respective title holder. The listed address for the Property Owner may be changed by such party by giving written notice of such change to the notice in accordance e with this Section. All notices or communications shall be deemed given when actually received. Counterpart and electronic signatures are binding.

IN WITNESS WHEREOF, the Property Owner has executed this Declaration on the date hereafter indicated, but same shall be deemed effective for all intents and purposes as of the Effective Date first written hereinabove.


KENDRA B. DRAPER, an individual

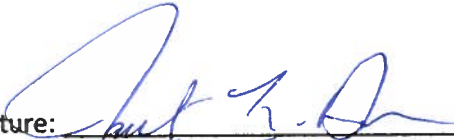
Notice Address:
Kendra Draper
18513 Alberto Pl.
Edmond, OK 73012

ACKNOWLEDGMENT

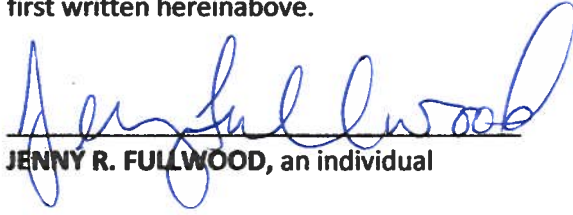
STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

The forgoing instrument was acknowledged before me this 29th day of May, 2018, by Kendra Draper, an individual.



N.P. signature: 
N.P. commission expires: 3-16-22
N.P. commission number: 06003306

IN WITNESS WHEREOF, the Property Owner has executed this Declaration on the date hereafter indicated, but same shall be deemed effective for all intents and purposes as of the Effective Date first written hereinabove.


JENNY R. FULLWOOD, an individual

Notice Address:

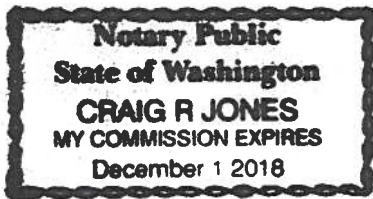
Jenny Fullwood
4739 245th Ln SE
Issaquah, WA 98029

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS:
COUNTY OF KING)

The forgoing instrument was acknowledged before me this 22nd day of MAY, 2018, by Jenny Fullwood, an individual.

Seal:



N.P. signature: 
N.P. commission expires: 12/2018
N.P. commission number: 199193