Plat Cabinet 1 - 419

STATE OF OKLAHOMA
COUNTY OF WAGONER
Filed for Record in the Office of the
COUNTY CLERK AND RECORDED
MAR 3 1981
AT 1130 O'CLOCK
JACK D. FORES, County Clerk
By Marie Boyd Deputy

0 50 100 200 300 400 500

# coweta acres

## PLAT OF SURVEY

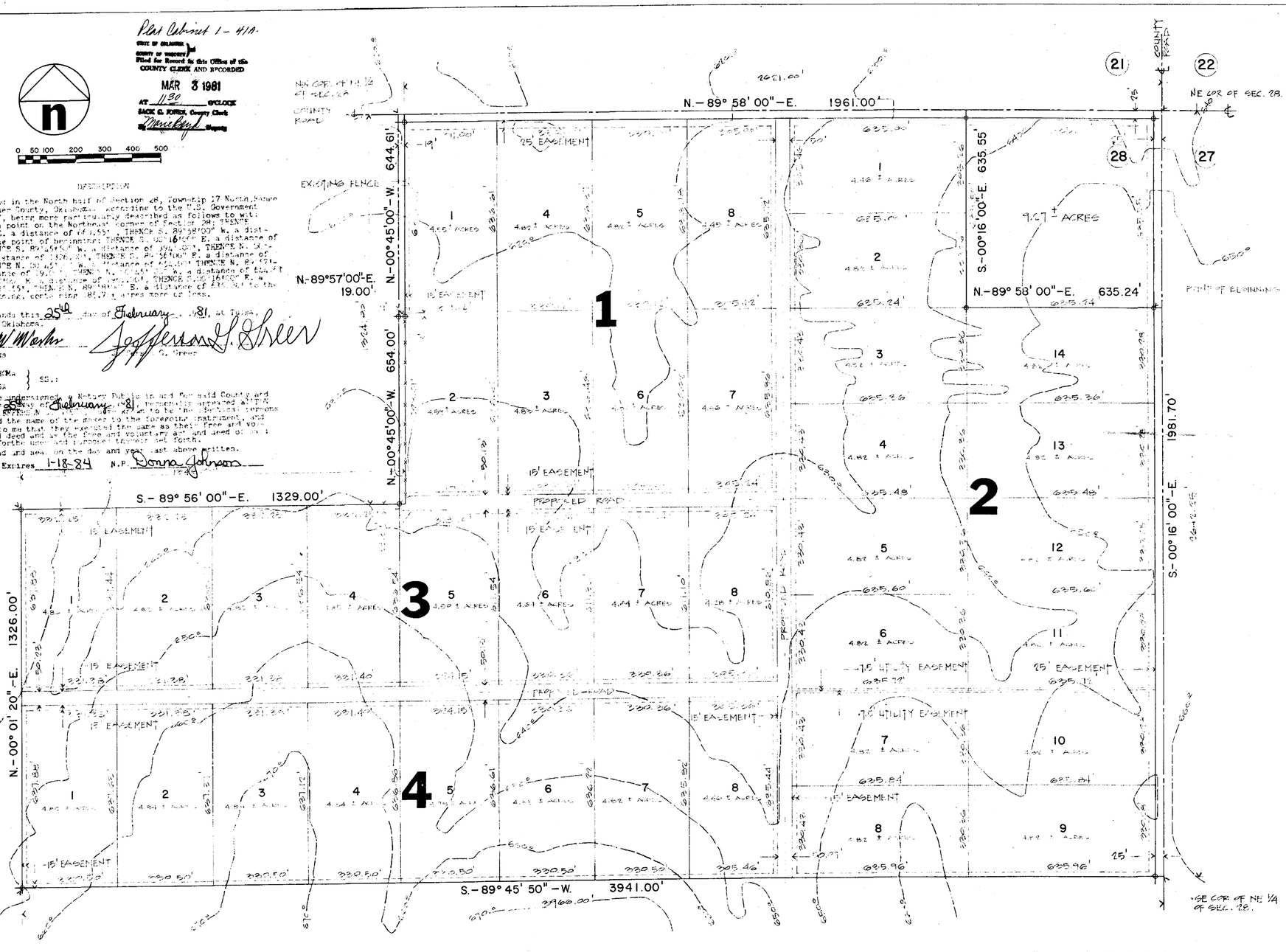
A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 17 NORTH, RANGE 16 EAST, WAGONER COUNTY, OK.

R 16 E

T 17 N

28

LOCATION MAP
SCALE: 1" = 2000'




### OWNER - DEVELOPPER

WILTON W. WORKS · JEFFERSON G. GREER
201 WEST FIFTH
TULSA, OKLAHOMA

### ENGINEER - SURVEYOR

J.D. DUNCAN FIELD ENGINEERING & SITE DEV. INC.
416 W. FORTWORTH AVE.
BROKEN ARROW, OKLAHOMA 74012
918 - 258-3101

### OKLAHOMA HEALTH DEPARTMENT CERTIFICATE

I HEREBY CERTIFY THAT THIS SUBDIVISION IS APPROVED FOR INDIVIDUAL SEWAGE DISPOSAL SYSTEMS (H.D. BUL. 8-A)

March 3, 1981 — Oscar U Sparks RRS
DATE — SIGNED

### CERTIFICATE OF WAGONER COUNTY TREASURER

### RECOMMEND FOR APPROVAL BY:

THE WAGONER COUNTY METROPOLITAN PLANNING/ZONING COM.

DATE — CHAIRMAN

### APPROVED BY THE WAGONER COUNTY BOARD OF COUNTY COMMISSION

DATE — CHAIRMAN

### CERTIFICATION

I, L.B. CHEFFEY, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND.
I FURTHER CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT PLAT OF THE SAME, THE DIMENSIONS OF THE PROPERTY AND DISTANCES TO THE STREETS AND THERE ARE NO ENCROACHMENTS THEREON.

REGISTERED LAND SURVEYOR OKLAHOMA

### DESCRIPTION

A tract of land in the North half of Section 28, Township 17 North, Range 16 East, Wagoner County, Oklahoma, according to the U.S. Government survey thereof, being more particularly described as follows to wit: Beginning at a point on the Northeast corner of said Section 28; THENCE S. 00°16'00" E. a distance of 1981.70'; THENCE S. 89°58'00" W. a distance of 1961.00'; THENCE S. 00°45'00" E. a distance of 654.00'; THENCE S. 89°57'00" W. a distance of 19.00'; THENCE S. 00°45'00" E. a distance of 644.61'; THENCE N. 89°58'00" E. a distance of 635.24'; THENCE N. 00°16'00" W. a distance of 635.55'; THENCE N. 89°58'00" E. a distance of 625.30'; THENCE N. 00°02'00" W. a distance of 650.00'; THENCE N. 89°58'00" E. a distance of 650.00' to the point of beginning, containing 81.7 ± acres more or less.

WITNESS our hands this 25th day of February, 81, at Tulsa, Tulsa County, Oklahoma.

Wilton W. Works — Jefferson G. Greer

STATE OF OKLAHOMA } SS.:
COUNTY OF TULSA }

Before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of February, 81, personally appeared WILTON W. WORKS and JEFFERSON G. GREER to me known to be the identical persons who subscribed the name of the maker to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Witness my hand and seal on the day and year last above written.

My Commission Expires 1-18-84 N.P. Donna Johnson

### DEDICATION OF DEDICATION
KNOWN BY ALL MEN BY THESE PRESENTS:

That Wilton W. Works, a single man and Jefferson G. Greer, a single man are the owners of the described property situated in the North half of Section 28, Township 17 North, Range 16 East, Wagoner County, Oklahoma.

WHEREAS, the said OWNERS have caused the above described property to be surveyed, platted and staked into lots and streets in conformity with the accompanying plat which they hereby adopt as the plat of the above described land as COWETA ACRES, an addition to Wagoner County, Oklahoma.

AND, the undersigned OWNERS hereby dedicate for the public use the streets as shown and all utility easements as shown on the accompanying plat for the several purposes of constructing, Maintaining, operating, repairing, removing, and replacing any and all public utilities including storm and sanitary sewers, telephone lines, electrical power lines and transformers, gas lines and water lines together with all fittings and equipment for each such facility, including poles, wires, conduits, risers, valves, meters, and any other appurtenances thereto, with the right of ingress and egress upon said easements for the uses and purposes aforesaid together with similar rights in each and all streets shown on said plat, PROVIDED, HOWEVER, that the undersigned OWNERS hereby reserve the right to construct, maintain, operate, lay and relay water and sewer lines together with the right to increase and decrease for such construction, maintenance, operation, laying and relaying over, across and along all public streets shown on said plat, and over across and along all strips of land included with the easements shown thereon, both for the purpose of furnishing water and/or sewer service to the areas included in said plat and to any others areas.

AND, the undersigned OWNERS for the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants, and for the mutual benefit of the undersigned OWNERS, their successors and assigns, and the adjacent OWNERS abutting the tract, their successors and assigns, do hereby impose the following restrictions, limitations and reservations which shall be Binding upon all subsequent purchasers.

### PROTECTIVE COVENANTS AND RESTRICTIONS

1. Underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

2. The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

3. The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

4. The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

5. Each residential unit, either site-built or manufactured housing, shall consist of site-built structures, single-wide mobile homes and double-wide manufactured housing. Single-wide mobile homes shall be at least 56 feet in length. Double-wide manufactured housing shall contain at least 900 square feet of livable area exclusive of the garage. Site-built homes shall contain a minimum of 1,200 square feet of livable area exclusive of the garage. Each residential unit must have a carport with concrete slab or a garage with concrete slab.

6. The exterior walls of the residential unit placed on any home site shall be constructed of wood, textured siding, metal or masonry. Perimeter skirting shall be brick, wood, stone, or masonry. Foundations shall be brick, stone or masonry. Skirting, carports or garages, driveways and front porch shall be completed within 30 days from the date the residential unit is placed on a lot.

7. The first purchaser of each lot in this subdivision may place a used manufactured home on his lot, provided the unit to be placed on the lot is approved by the developer and further provided that the lot owner complies with all other Restrictive Covenants of this subdivision.

8. No noxious or offensive trade or activity shall be carried on upon any homesite nor shall any thing be done thereon that may become an annoyance or a nuisance to the neighborhood.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. All out buildings shall be new construction whether site-built or factory built.

11. All entrances from the street shall have drain tile, size approved by developer or County Commissioner of Wagoner County.

12. Structures shall be located a minimum distance of 15 feet from any side lot line.

13. No swine shall be Maintained on any lot.

I, the undersigned, the duly qualified and acting County Treasurer, of Wagoner County, Wagoner, Oklahoma, Hereby certify that according to the records of my office, all taxes on the above description are paid.

Ruby N. Roberts, County Treasurer
By Deputy
3-3-1981

| COWETA ACRES | | | SUBDIVISION · SITE PLAN | | | |
|---|---|---|---|---|---|---|
| DESIGNED BY | DRAWN BY | CHECKED BY | SURVEYED BY | BOOK NO. | PAGE | SCALE |
| J.T.C. | J.T.C. | J.D. | R.W. | 80-0006 | 1-30 | 1" = 200' |

J.D. DUNCAN - FIELD ENGINEERING & 918 / 258:3101 - SITE DEVELOPMENT INC.
CONSULTING ENGINEERING · CONSTRUCTION MANAGEMENT · LAND USE AND PLANNING · FIELD SURVEYING

DATE 2-11-81
JOB NO. 80-0006
SHEET NO. 1

THIS ORIGINAL DRAWING AND THE INFORMATION SHOWN THEREON IS THE PROPERTY OF J.D. DUNCAN ENGINEERING, INC. 416 W. FORT WORTH, BROKEN ARROW, OKLA., AND SHALL NOT BE DUPLICATED W/O PERMISSION FROM SAID COMPANY