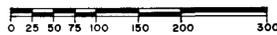
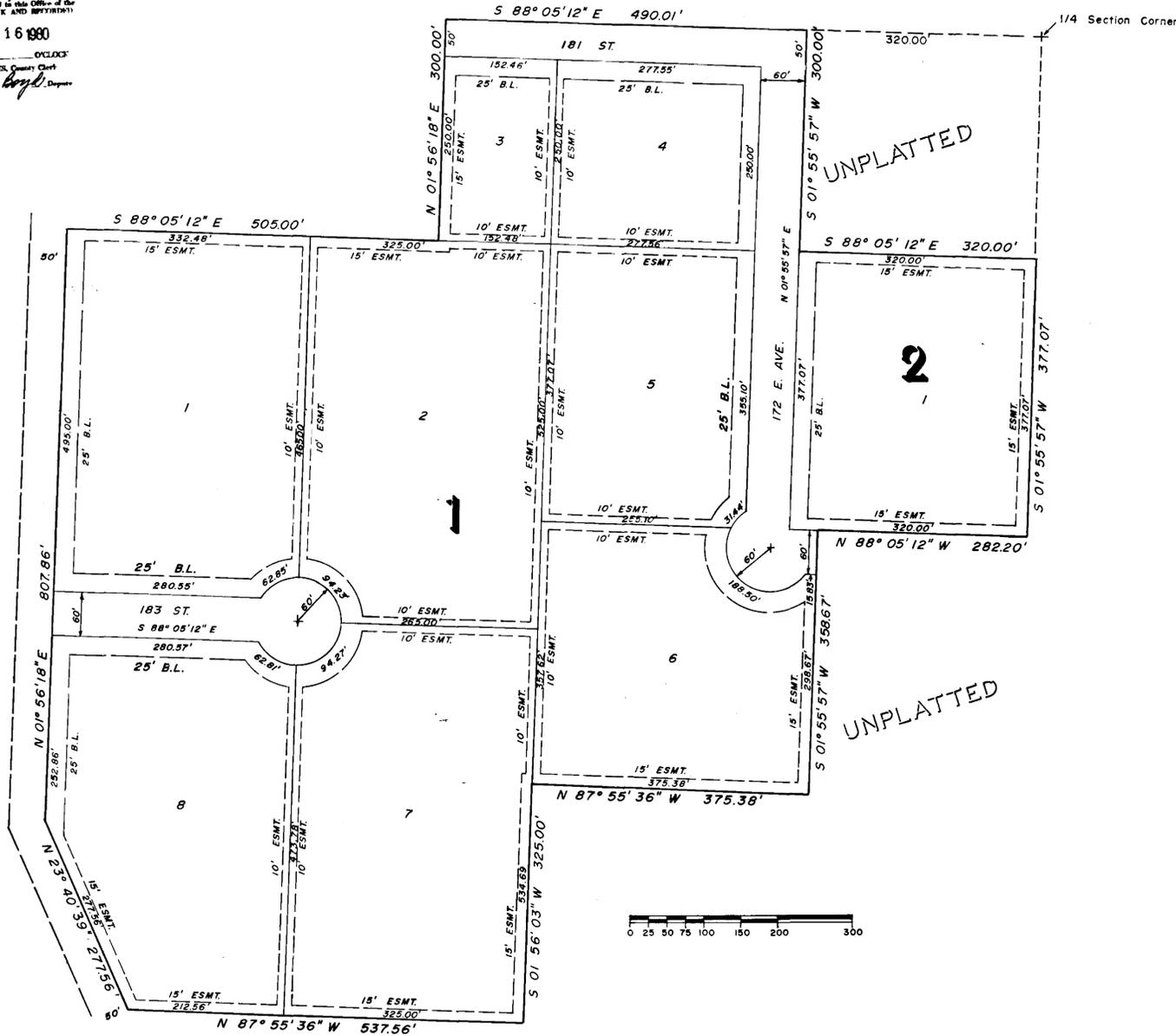


# RED 'S' II ADDITION

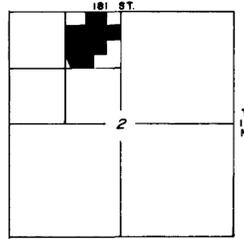
AN ADDITION TO THE CITY OF BIXBY  
 LOCATED IN THE NE/4 OF THE NW/4 OF SECTION 2, T-16-N,  
 R-14-E, IN WAGONER COUNTY, OKLAHOMA, CONTAINING 27.79  
 ACRES MORE OR LESS.

Plat Cabinet # 37B  
 OCT 16 1980  
 AT 1:50 O'CLOCK  
 JACK C. JONES County Clerk  
 by *Maria Boyd* Deputy

UNPLATTED



9 LOTS - 27.79 ACRES



LOCATION MAP  
 1" = 2000'

OWNER: HAROLD STEVENSON  
 BOX 125  
 LEONARD, OKLAHOMA 74043

ENGINEER: SPRADLING & ASSOCIATES  
 5840 S. MEMORIAL DRIVE  
 SUITE 211  
 TULSA, OKLAHOMA 74145

JOB NO. 80055

## CERTIFICATE OF DEDICATION AND RESTRICTION COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Harold Stevenson, an individual, being the OWNER of the real property herein after described has caused said property, to-wit:  
 A tract of land in the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section 2, T-16-N, R-14-E, City of Bixby, Wagoner County, Oklahoma; being more particularly described as follows:  
 Beginning at a point 320.00 feet N 88° 05' 12" W of the Northeast Corner of said NE/4, NW/4, thence S 01° 55' 57" W a distance of 300.00 feet, thence S 88° 05' 12" E a distance of 320.00 feet, thence S 01° 55' 57" W a distance of 377.07 feet, thence N 88° 05' 12" W a distance of 282.20 feet, thence S 01° 55' 57" W a distance of 358.67 feet, thence S 01° 56' 03" W a distance of 325.00 feet, thence N 87° 55' 36" W a distance of 537.56 feet, thence N 23° 40' 59" W a distance of 277.56 feet, thence N 01° 56' 18" E a distance of 807.86 feet, thence S 88° 05' 12" E a distance of 505.00 feet, thence N 01° 56' 18" E a distance of 300.00 feet, thence S 88° 05' 12" E a distance of 490.01 feet to the point of beginning, containing 27.79 acres more or less; to be surveyed, staked, and platted into lots and blocks and has named the same as, RED 'S' II ADDITION, an Addition to the City of Bixby, Oklahoma.

AND, the undersigned OWNER hereby dedicates for public use the easements as shown and designated on accompanying plat for the several purposes of constructing, maintaining, operating, repairing removing and replacing any and all streets, public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines, together with all fittings and equipment for each such facility, including poles, wires, conduits, pipes, valves, meters, and any other appurtenances thereto with the right of ingress and egress into and upon said easements for the uses and purposes aforesaid: provided however, that the undersigned OWNER hereby reserves the right to construct, maintain, operate, lay, and relay water and sewer lines together with the right of ingress and egress for such constructing, maintenance, operation, laying, and relaying over, across, and along all strips of land included within the easements shown thereon both for the purposes of furnishing water and/or sewer service to the area included in said plat, and to other areas.

AND, the undersigned OWNER, for the purpose of providing and 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 OWNER, his successors and assigns and 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.

1. Sewerage is intended to be disposed of by individual septic tank disposal systems, and shall be subject to the regulations of the Wagoner County Health Department. Each lot owner shall be responsible for the installation and maintenance of the septic system serving the lot and the lot area containing the lateral lines shall be maintained free of any building or other structure or surfacing which would interfere with the functioning of the lateral lines.
2. No building shall be built closer than the front building line shown on the plat, besides which no building shall be built closer than five (5) feet to a side lot line.
3. No house or any other outbuilding or structure shall be moved from any other location to a lot in this addition.
4. No commercial activity trade or business shall be carried on at any time, and no noxious or offensive activity shall be carried on at any time, nor shall any lot owner do anything on his lot that may be or become a nuisance, no signs at any time.
5. No vehicle or machinery that is not in an operations condition shall be left on any lot where it may be seen from the street or adjacent lots nor shall on street parking of any kind be permitted at any time. No commercial vehicles larger than pickups shall be parked on the property within view of the street.
6. No trailer, basement, tent, shack, garage, or any other out building of any kind shall be erected on the tract at any time to be used as a residence, temporarily or permanently.

These restrictions shall run with the land and shall be binding upon all persons claiming under them until, January 1, 2000, at which time they shall automatically be extended for successive periods of ten years unless revoked by a majority of the property owners. If one of the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the provisions herein, it shall be lawful for any other person or persons owning any real estate in said development of the addition, to prosecute at law or in equity against any person or persons violating or attempting to violate any such restrictions, and either prevent him from so doing, or to recover damages or other dues from such violation.

Invalidation of any covenants by judgement or Court Order shall, in no wise, any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hand at Bixby, Oklahoma, the 16th day of Oct, 1980.

ATTEST:

*Harold Stevenson*  
 HAROLD STEVENSON

STATE OF OKLAHOMA )  
 COUNTY OF TULSA ) ss

Before me, the undersigned Notary Public in said County and State on this 6th day of October, 1980, appeared Harold Stevenson, and to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as OWNER and deed for the uses and purposes therein set forth.

My Commission Expires: Dec 29, 1982

*Mary J. Anderson Cox*  
 NOTARY PUBLIC

I, JACK L. SPRADLING, the undersigned, a Licensed Land Surveyor hereby certify that I have carefully and accurately surveyed, staked with iron pins, and platted the above described tract of land, designated as "RED S II", an addition to the City of Bixby, Oklahoma, and that the above is a true and correct representation of said survey.  
 Dated this 6th day of Oct, 1980.

*Jack L. Spradling*  
 JACK L. SPRADLING, L.S. 481

STATE OF OKLAHOMA )  
 COUNTY OF TULSA ) ss

Before me the undersigned Notary Public, in and for said County and State, on this 6th day of October, 1980, personally appeared JACK L. SPRADLING 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 for the uses and purposes therein set forth.

My Commission Expires: September 13, 1983

*Kenneth O'Field*  
 NOTARY PUBLIC

I, the undersigned, the duly authorized official of the County of Tulsa, Oklahoma, do hereby certify that the rolls the tax rolls for the year 1980.

FINAL PLAT  
 CERTIFICATE OF RECORD  
 I HEREBY CERTIFY THAT A TRUE COPY OF THIS PLAT WAS FILED FOR RECORD IN THE COUNTY CLERK'S OFFICE ON October 15, 1980  
*Johnnie Baker*