

FINAL PLAT FOR STEEPLECHASE APARTMENTS

DEED OF DEDICATION FOR STEEPLECHASE APARTMENTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Onetta M. Roland, as Trustee of the Onetta M. Roland Revocable Living Trust, u/v/a dated June 5, 1994, is the sole owner in fee simple of the following described real property in Wagoner County, State of Oklahoma,

a tract of land described as the south 443 feet, of the west 470 feet, of the east 715.69 feet of the Southeast Quarter (SE/4), of Section 35, Township 18 North, Range 15 East of the Indian base and Meridian, Wagoner County, State of Oklahoma, Now being more particularly described as follows, to-wit:

a tract of land situated in the Southeast Quarter (SE/4), of Section 35, Township 18 North, Range 15 East of the Indian base and Meridian, Wagoner County, State of Oklahoma, commencing at the Southeast Corner of said Southeast Quarter (SE/4), thence S 89°-52'-11" W along the South line of said Southeast Quarter (SE/4) a distance of 245.69 feet to the point of beginning, thence continuing S 89°-52'-11" W along the South line of said Southeast Quarter (SE/4) a distance of 470.00 feet to a point and said point being the southeast corner of Timber Ridge Plaza, an addition to the town of Coweta, State of Oklahoma, thence N 0°-00'-00" E along the East line of said Timber Ridge Plaza a distance of 443.00 feet to a point, thence N 89°-52'-11" E a distance of 470.00 feet to a point, thence S 0°-00'-00" W a distance of 443.00 feet to the point of beginning and containing 4.78 acres more or less.

and hereby certify that they have caused to be surveyed, staked and plotted in conformity to the attached plat, which is hereby adopted as the plat of the above described land, under the name of STEEPLCHASE APARTMENTS, an Addition to the City of Coweta, Wagoner County, State of Oklahoma.

Utility Easements and Streets. The undersigned owner dedicates to the public use forever, street right-of-way as shown and designated on the accompanying plat and does further dedicate to the public use forever the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing all public utilities, including storm and sanitary sewer, telephone lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to and from all easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown, provided however, that the owners reserve the right to construct, maintain, operate, lay and relay water and sanitary sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on said plat, both for furnishing of water and/or sewer services to the areas included in said plat, and nothing herein shall be deemed to prohibit drives, parking areas, curbing, signs, landscaping, and customary screening fences and walls.

2. Drainage and Storm Sewer Easement. Areas designated on the accompanying plat as "Drainage and Storm Sewer Easement" are hereby established by grant of the owner as a perpetual restrictive easement for the purpose of permitting the flow, conveyance, and discharge of storm water runoff from within this subdivision. Drainage facilities constructed in the restrictive drainage areas shall be in accordance with the standards as prescribed by the City of Coweta. The restrictive drainage area and facilities shall be maintained by the owner upon which the drainage is located at his cost in accordance with the standards as prescribed by the City of Coweta. In the event the owner should fail to adequately and properly maintain the drainage area and facilities, the City of Coweta or its designated contractor may enter upon the area, perform the maintenance, and the cost of performing the maintenance shall be paid by the lot owner. In the event the lot owner fails to pay the cost of the maintenance within thirty (30) days after completion of the maintenance, the cost shall be a lien again the lot which may be foreclosed by the City of Coweta. No fence, wall, planting, building, or other obstruction may be placed or maintained in the restrictive drainage areas without the approval of the City.

3. Limits of No Access. The owners hereby relinquish rights of ingress and egress to the above described property within the bounds designate as "Limits of No Access" (LNA) and shown on the plat, except as may be hereafter be released, altered, or amended by the City of Coweta and approved by the Coweta Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City of Coweta, Oklahoma, or its successors, and the owners of each lot agrees to be bound thereby.

4. Electric, Telephone, Cable Television and Natural Gas Service. In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:

- A. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the South line of the subdivision. Street light poles or standards shall be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may be located in such easement ways.
- B. Building may be served from overhead electric service lines, telephone lines, and cable television cables, underground service cables to the building which may be located on all lots in said Addition may be run from the nearest service pedestal the building to point of use determined by the location and construction of such building as may be located upon each said lot; provided that upon the installation of such service cable to a particular building, the supplier of electric service, telephone or cable television service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on each 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 building.
- C. The supplier of electric, telephone, cable television and natural gas service, through their 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 deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or natural gas services so installed by it.
- D. The owner shall be responsible for the protection of the underground electric, telephone, cable television, and natural gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. The Company will be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities caused or necessitated by the acts of the owner or its agents or contractors.

E. The foregoing covenants concerning underground electric, telephone, cable television, and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or natural gas service, and the owner agrees to be bound thereby.

5. In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit:

The owner shall be responsible for the protection of public sanitary sewer facilities located on and within the depicted utility easement area, if ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include, valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

The City of Coweta or its successors will be responsible for ordinary maintenance of public sanitary sewer facilities, but the owner will pay damage for relocation of such facilities or necessitated by the acts of the owner or his agents or contractors.

The City of Coweta or its successors through its agents and employees shall at all times have the right of access with their equipment 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 underground water and sewer facilities.

The foregoing covenants concerning sewer facilities shall be enforceable by the City of Coweta or its successors, and the owner agrees to be bound hereby.

6. Owner Responsibility within Easements. The owner shall be responsible for the repair and replacement of any landscaping and paving within the utility easements in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

SECTION II: LAND USE. PLANNED UNIT DEVELOPMENT RESTRICTIONS:

WHEREAS: "STEEPLECHASE APARTMENTS" is a part of a Planned Unit Development approved by the Coweta City Council on August 4, 1986, and: WHEREAS, the Planned Unit Development provisions of the Coweta Zoning Code require the establishment of covenants of record sufficient to assure continued compliance with the approved Planned Unit Development thereto.

NOW, therefore, the Owner for the purpose of providing for the orderly development of STEEPLCHASE APARTMENTS, and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner, their successors, grantees, and assigns, and the City of Coweta, Oklahoma, does hereby impose the following restrictions and covenants running with the land.

1. That the applicant's outline development plan and text be made a condition of approval, unless revised herein.
2. Development Standards
 - a. 8.4 acres of commercial area with two of the buildings located in the southeast corner of the development tract.
 - b. 10.9 acres of apartments at a maximum density of 25 units per acre wrapped around the western and northern side of the commercial area.
 - c. 29.5 acres of high-tech, industrial-commercial use adjacent to the railroad right-of-way and north of the area of commercial development.
 - d. 52.2 acres of residential single family lots ranging in size from minimum lot size of 60' x 120' to approximately 130' x 160' with the higher densities in the south and west portions of the PUDS and the lower densities in the northwest.
 - e. The total amount of commercial floor area in the entire PUD will not exceed 294,578 SF and may be distributed between the Commercial shopping area and the Commercial High Tech Office Park as the developer feels appropriate so long as the total floor area limit is not exceeded.
 - f. The total number of dwelling units will not exceed 482 and the total number of multi family units will not exceed 285. The minimum lot size for any single family lot will be 6,900 SQ. The number of single family dwelling units may vary within the Estate Lots and the standard Lots area so long as the total number of dwelling units in the PUD does not exceed 482 and the total number of lots in the Estate Lots area does not exceed 60.

SECTION III: DEVELOPMENT AND CONSTRUCTION STANDARDS.

WHEREAS, the Owner desires to establish restrictions for the purpose of achieving an orderly development for the mutual benefit of the Owner, the Owner's successors in title and the City of Coweta, Oklahoma; and

WHEREAS, the Planned Unit Development provision of the City of Coweta Zoning Code require the establishment of covenants of record insuring to and enforceable by the City of Coweta, Oklahoma sufficient to assure continued compliance with the approved Planned Unit Development and amendments thereto; and

THEREFORE, the Owner does hereby impose the following restrictions and covenants running with the land and shall be binding upon the Owner, its successors and assigns and shall be enforceable as hereinafter set forth.

1. A 40' landscape buffer zone shall be placed along the west side of the lot. A 10' landscape buffer zone shall be placed along the east side of the lot.
2. This development includes 96 apartment units, one clubhouse, pool with equipment room and a playground, and has 180 parking stalls.
3. A 6-foot high privacy fence shall be installed along the rear lot lines of existing Lot 13 of Timber Ridge Estates. A 6-foot high fence shall also be installed along the north and east lot lines of the proposed development. All other lots adjacent to the west side of the property, currently have a privacy fence in place.

SECTION IV: TERM, AMENDMENT AND ENFORCEMENT.

1. In the event the owner or any of its successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, or the City of Coweta, Oklahoma, or its then successor, shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent violation or to recover damages for the violation thereof. Invalidity of any of the covenants or restrictions set forth herein by judgement or other action shall not affect the validity of any other covenants or restrictions, which shall remain in full force and effect and be thereafter construed as if such invalidated covenant or restriction were not herein contained. The failure of the owner or any successor(s) in title to the property within STEEPLCHASE APARTMENTS to enforce any given restriction or covenant or conditions of any time, or from time to time, shall not be deemed to waive or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

IN WITNESS WHEREOF, Onetta M. Roland, as Trustee of the Onetta M. Roland Revocable Living Trust, u/v/a dated June 5, 1994, has caused this Certificate of Dedication and Restrictive Covenants to be executed this 24th day of SEPT. 1998.

Onetta M. Roland, as Trustee of the Onetta M. Roland Revocable Living Trust, u/v/a dated June 5, 1994
By: *Onetta M. Roland*
Onetta M. Roland, as Trustee

STATE OF OKLAHOMA) SS
COUNTY OF WAGONER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of SEPT. 1998 personally appeared Onetta M. Roland, to me known to be the identical person who subscribed her name as the maker thereof to the foregoing instrument as its Trustee and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.
SURVEYOR'S CERTIFICATE MY COMMISSION EXPIRES: 2/6/2001 *Teresa Loman*
Notary Public

1. Kenny Isaacs, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have, at the instance of the above owner, carefully and accurately surveyed, subdivided, and plotted the tract of land above described, and the plat designated as STEEPLCHASE APARTMENTS, an addition to the City of Coweta, Oklahoma accurately represents such survey.

WITNESS my hand and seal this 19th day of SEPT. 1998
Kenny Isaacs
Registered Land Surveyor

STATE OF OKLAHOMA) SS
COUNTY OF WAGONER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of SEPT. 1998 personally appeared KENNY ISAACS, to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth therein.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.
MY COMMISSION EXPIRES: 2/6/2001 *Teresa Loman*
Notary Public

PLANNING COMMISSION APPROVAL

The Coweta Planning Commission has approved this Final Plat and accepted the offer of dedication on this 24th day of SEPT. 1998.

Attest: *[Signature]*
Chair

CITY COUNCIL APPROVAL

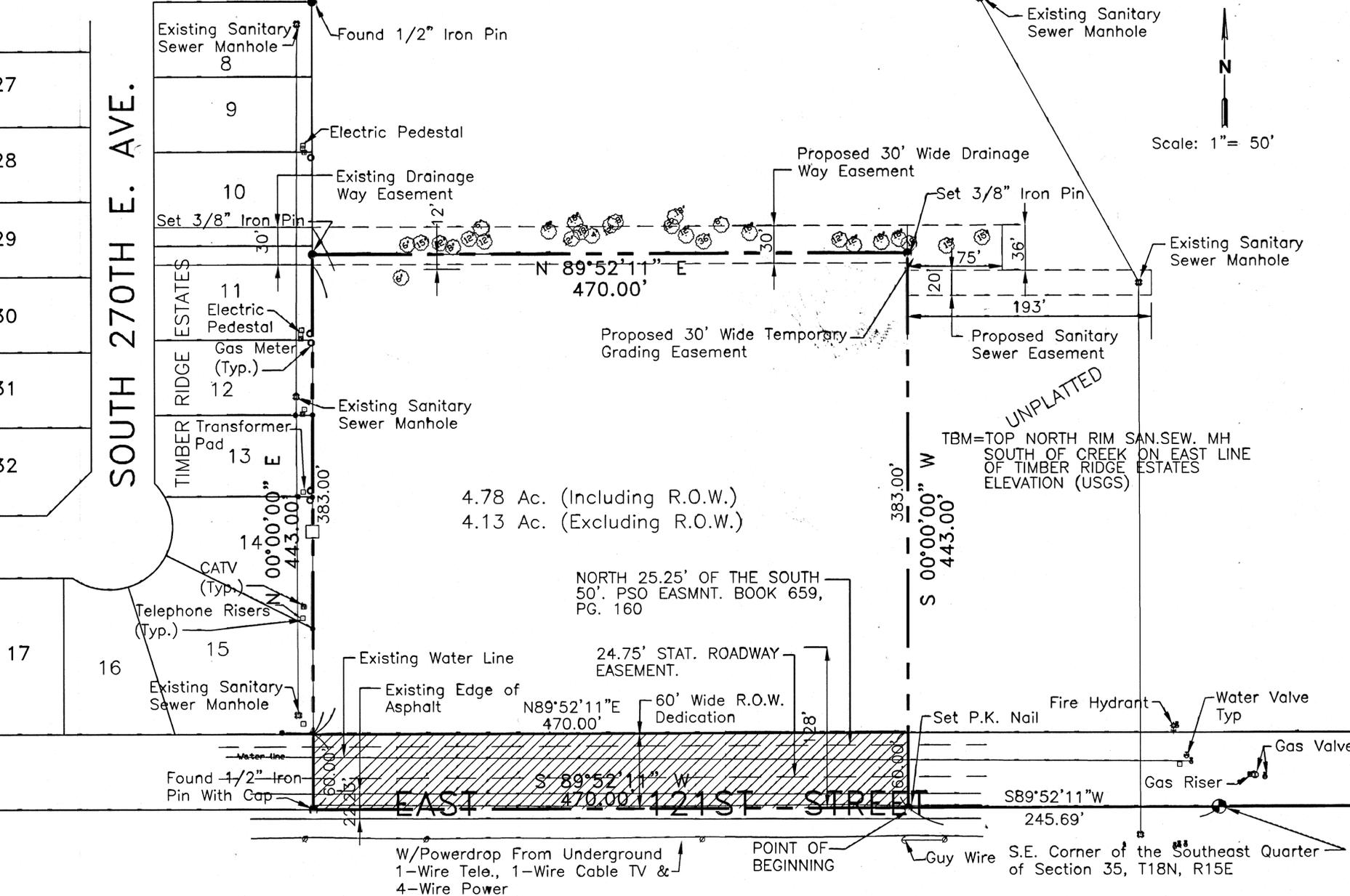
The Coweta City Council has approved this Final Plat and accepted the offer of dedication on this 8th day of September, 1998.

Attest: *[Signature]*
Mayor

Attest: *[Signature]*
City Clerk

I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 1997 tax rolls the taxes on the above description are paid.

Mary Sue Tedder, County Treasurer
[Signature] Deputy



445 M Street
Suite 201
Lincoln, NE 68508
Phone 402-474-7674
Fax 402-474-7674

Rev. Date	
Revisions	
No.	

Scale 1" = 50'
Drawn: JDS
Checked: [Signature]
Approved: [Signature]

Job# 886-11C
File 88611EP
Date 07/17/98
Page 07/17/98

STEEPLECHASE APARTMENTS
E. 121ST STREET & STATE HIGHWAY 51
COWETA

FINAL PLAT
Sheet No. 1 OF 1