RESOLUTION NO. 6039

RESOLUTION – RATIFICATION OF DEED OF DEDICATION FOR DIRTY BUTTER-HERITAGE HILLS PLAT NO. 6504 AND CONTENT OF SAID PLAT NO. 6504

WHEREAS, the Tulsa Development Authority (TDA) is administering the sale and redevelopment of certain real property which has been platted as the Dirty Butter-Heritage Hills Extension under the terms and provisions of Plat No. 6504, recorded December 13, 2013, and on file in the office of the Tulsa County Clerk, Tulsa, Oklahoma; and,

WHEREAS, that the title commitment issued in connection with the sale of a lot to Larry Crawford, Jr. within the said Dirty Butter-Heritage Hills Extension contains a requirement that the TDA ratify the Deed of Dedication for said Plat No. 6504; and

WHEREAS, the TDA Executive Director and the TDA General Counsel have recommended that the TDA Board of Commissioners ratify the Deed of Dedication for said Plat No. 6504 and further ratify and confirm the entire terms and provisions of said Plat No. 6504.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TULSA DEVELOPMENT AUTHORITY, that:

Section 1. The Board of Commissioners of the Tulsa Development Authority does hereby ratify the Deed of Dedication for said Plat No. 6504 and further ratify and confirm the entire terms and provisions of said Plat No. 6504, recorded December 13, 2013, and on file in the office of the Tulsa County Clerk, Tulsa, Oklahoma.

Section 2. This Resolution shall take effect immediately.

PASSED and ADOPTED this 11th day of December, 2014.

TULSA DEVELOPMENT AUTHORITY

By: Julius Pegues

Julius Pegues, Chairman

Approved as to legal form and adequacy:

Jot Hartley

Jot Hartley, General Counsel
The Hartley Law Firm, PLLC

c:\users\jot.hlf\documents\tda\board matters\2014.12 december\resolution - ratifiation of deed of dedication for dirty butter-heritage hills plat no. 6504 12-11-14.doc

Tulsa County Clerk - PAM HIRT
Doc # 5524 Page(s): 2
Recorded 12/13/2013 at 08:28 PM
Receipt # 413794 Fee $30.00

DIRTY BUTTER-HERITAGE HILLS EXTENSION

A RE-SUBDIVISION OF LOTS 1-4 AND 33-36, BLOCK 1 AND LOTS 1-4 AND 39-42, BLOCK 7 AND LOTS 1-4 AND 39-42, BLOCK 8 AND LOTS 1-4, BLOCK 12 MEADOWBROOK ADDITION, AN ADDITION TO THE CITY OF TULSA IN PART OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 12 EAST, TULSA COUNTY, OKLAHOMA.

LEGEND

U/E	UTILITY EASEMENT
R/W	RIGHT-OF-WAY
B/L	BUILDING LINE
UNA	UNITS OF NO ACCESS
SF	SQUARE FEET
3807	STREET ADDRESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
C1	CURVE NUMBER
FF=664.32	MINIMUM FINISHED FLOOR ELEVATION
●	SET IRON PIN AND CAP
⊕	FOUND IRON PIN
◆	BENCHMARK
— — —	BUILDING LINE
— — —	UTILITY EASEMENT

CERTIFICATE

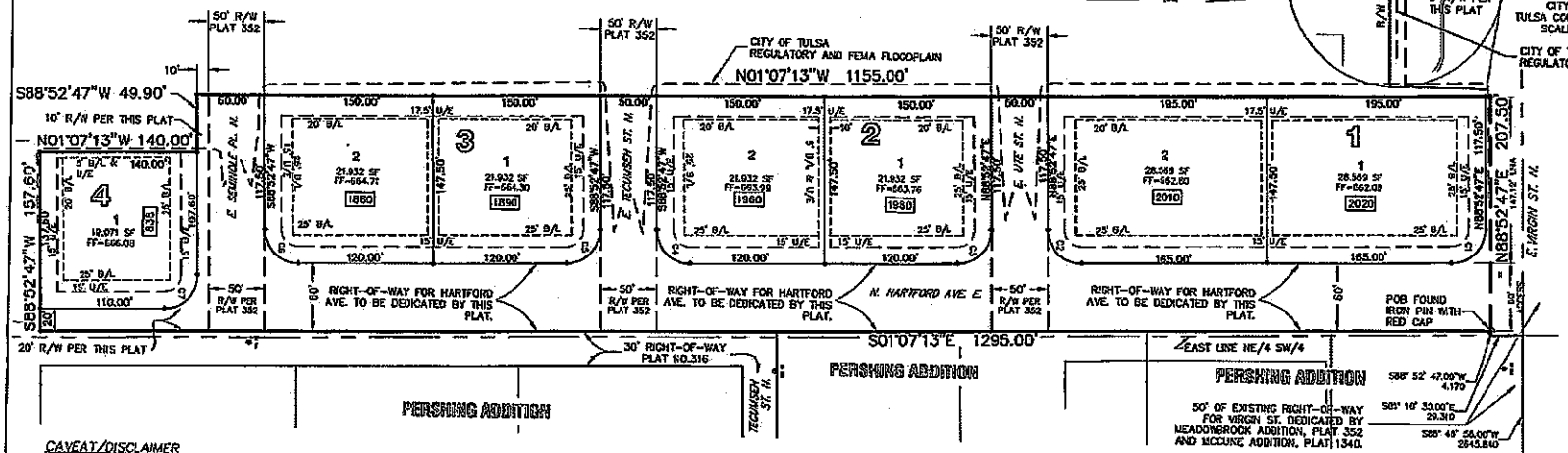
I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $ Exempt per trust receipt no. _____ to be applied to 20__ taxes. This certificate is NOT to be construed as payment of 20__ taxes in full but is given in order that this plat may be filed on record. 20__ taxes may exceed the amount of the security deposit.

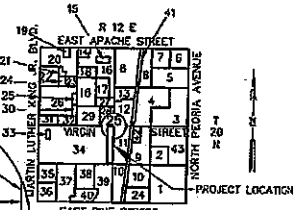
Dated 11-6-13
Pamela Sander
Tulsa County Treasurer
By _____ Deputy

STATE OF OKLAHOMA
COUNTY OF TULSA } SS
I, Pat Hirt, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a document on file in my office.
Dated this 13th day of December, 2013
PATRICK, Tulsa County Clerk
By Rene Wharton Deputy

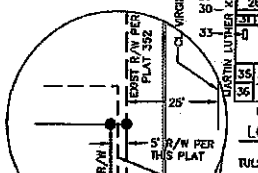
DUNBAR ADDITION
(TO THE SOUTH)

MEADOWBROOK ADDITION





LOCATION MAP
CITY OF TULSA
TULSA COUNTY, OKLAHOMA
SCALE: 1"=2000'



SECTION 25 SUBDIVISIONS

1. BOOKER WASHINGTON
2. MIDDLETON
3. HENRY
4. LE CLAIRE
5. SUNNY SLOPES
6. EMERSON
7. EMERSON 2ND
8. CENTRY 2ND
9. CARTER
10. ROOSEVELT
11. PERSHING
12. CHAPPELLE
13. CENTRY
14. CRAWFORD
15. BROOKDALE OF ELGIN
16. ELGINDALE
17. BROOKDALE OF HOMEBUILDERS
18. BROOKDALE OF BROOKDALE
19. YATES
20. ACRE GARDENS
21. NORTH MEADOWVALE
22. RESERVOIR HILL
23. LOVE
24. BERRY HART OF ROOSEVELT
25. BEARDENS
26. MEADOWBROOK 2ND
27. CARTER VALLEY
28. MCCUNE
29. REDLAWN
30. RUTH FRYE
31. MEADOWVALE
32. HANLIN
33. CASS
34. MEADOWBROOK
35. DICKSON GOODMAN
36. STROBEL
37. INVESTOR
38. HARDIN
39. DUNBAR
40. HERITAGE HILLS III
41. MIDLAND VALLEY RAILROAD
42. OGAN'S CIRCLE
43. LIBERTY 2ND

CAVEAT/DISCLAIMER

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

SIDEWALK NOTE:

INDIVIDUAL LOT OWNERS WILL BE REQUIRED TO CONSTRUCT SIDEWALKS IF SIDEWALKS ARE NOT CONSTRUCTED BY THE DEVELOPER.

BASIS OF BEARINGS

THE BEARINGS ARE BASED ON A BEARING OF THE NORTH LINE OF BLOCK 1 = N88°52'47"E

GRAPHIC SCALE
-50 0 50 100 150
(IN FEET)
1 inch = 50' ft.

THIS MAP OR PLAT MEETS OR EXCEEDS THE OKLAHOMA MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING, REVISED MAY 11, 2007.

PLAT NO.

FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on SEP-04-2013
TMAPC/BCOG OFFICIAL

This approval is void if this plat is not filed in the Office of the County Clerk on or before SEP 04 2014
CITY CLERK

APPROVED by the Council of the City of Tulsa, Oklahoma.
Chairman
Mayor
Attest: City Clerk – Deputy
Approved: City Attorney

LEGAL DESCRIPTION:

A RE-SUBDIVISION OF LOTS 1-4 AND 33-36, BLOCK 1 AND LOTS 1-4 AND 39-42, BLOCK 7 AND LOTS 1-4 AND 39-42, BLOCK 8 AND LOTS 1-4, BLOCK 12 MEADOWBROOK ADDITION, AN ADDITION TO THE CITY OF TULSA IN PART OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 12 EAST, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE N 01°09'58" W ALONG THE EAST LINE OF SAID SECTION 25 FOR A DISTANCE OF 2644.17 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 25; THENCE S 88°46'56" W ALONG THE NORTH LINE OF SAID SE/4 FOR A DISTANCE OF 2645.84 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION 25; THENCE S 01°10'30" E ALONG THE EAST LINE OF SAID NE/4 SW/4 FOR A DISTANCE OF 29.31 FEET; THENCE S 88°52'47" W FOR A DISTANCE OF 4.17 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF MEADOWBROOK ADDITION AND THE POINT OF BEGINNING; THENCE S 01°07'13" E ALONG THE EAST LINE OF SAID ADDITION A DISTANCE OF 1295.00 FEET TO THE SOUTHEAST CORNER OF SAID ADDITION; THENCE S 88°52'47" W ALONG THE SOUTH LINE OF SAID ADDITION A DISTANCE OF 157.60 FEET; THENCE N 01°07'13" W A DISTANCE OF 140.00 FEET; THENCE S 88°52'47" W A DISTANCE OF 49.90 FEET; THENCE N 01°07'13" W A DISTANCE OF 1155.00 FEET TO A POINT ON THE NORTH LINE OF SAID ADDITION; THENCE N 88°52'47" E ALONG SAID NORTH LINE A DISTANCE OF 207.50 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 261,726.50 SQUARE FEET OR 6.01 ACRES, MORE OR LESS.

MINIMUM GRADE NOTE:

THE MINIMUM GRADE FOR EACH LOT SHALL BE ONE FOOT ABOVE THE REGULATORY FLOODPLAIN ELEVATION AT THAT LOT.

15 LOTS
4 BLOCKS
6.17 ACRES
NO RESERVES

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA
C1	47.12'	30.00	90°00'00"
C2	47.12'	30.00	90°00'00"
C3	47.12'	30.00	90°00'00"
C4	47.12'	30.00	90°00'00"
C5	47.12'	30.00	90°00'00"
C6	47.12'	30.00	90°00'00"
C7	47.12'	30.00	90°00'00"

RECEIVED
OCT 24 2013
Tulsa Metropolitan Area Planning Commission

OWNER
CITY OF TULSA
175 E. 2ND STREET
TULSA, OKLAHOMA 74103
PH (918) 576-5583

ENGINEER/LAND SURVEYOR
BREISCH AND ASSOCIATES, INC.
501 EAST ALLIANCE BOULEVARD
SAND SPRINGS, OKLAHOMA 74063
PH (918) 245-9533
abates@breischcs.com
CA #6 (EXPIRES 06-30-14)

DIRTY BUTTER-HERITAGE HILLS EXTENSION
FINAL PLAT
SHEET 1 OF 2

DATE OF PREPARATION: AUGUST 6, 2013

DIRTY BUTTER – HERITAGE HILLS EXTENSION

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: THAT THE CITY OF TULSA, OKLAHOMA, A MUNICIPAL CORPORATION, IS THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT: A RE-SUBDIVISION OF LOTS 1-4 AND 33-36, BLOCK 1 AND LOTS 1-4 AND 39-42, BLOCK 7 AND LOTS 1-4 AND 39-42, BLOCK 8 AND LOTS 1-4, BLOCK 12 MEADOWBROOK ADDITION, AN ADDITION TO THE CITY OF TULSA IN PART OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 12 EAST, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE N 01°03'38" W ALONG THE EAST LINE OF SAID SECTION 25 FOR A DISTANCE OF 2644.17 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 25; THENCE S 88°45'56" W ALONG THE NORTH LINE OF SAID SE/4 FOR A DISTANCE OF 2645.84 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION 25; THENCE S 01°16'33" E ALONG THE EAST LINE OF SAID NE/4 SW/4 FOR A DISTANCE OF 20.31 FEET; THENCE S 88°52'47" W FOR A DISTANCE OF 4.17 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF MEADOWBROOK ADDITION AND THE POINT OF BEGINNING; THENCE S 01°07'13" E ALONG THE EAST LINE OF SAID ADDITION A DISTANCE OF 1295.00 FEET TO THE SOUTHEAST CORNER OF SAID ADDITION; THENCE S88°52'47"W ALONG THE SOUTH LINE OF SAID ADDITION A DISTANCE OF 157.00 FEET; THENCE N01°07'13"W A DISTANCE OF 140.00 FEET; THENCE S88°52'47"W A DISTANCE OF 49.94 FEET; THENCE N01°07'13"W A DISTANCE OF 1155.00 FEET TO A POINT ON THE NORTH LINE OF SAID ADDITION; THENCE N88°52'47"E ALONG SAID NORTH LINE A DISTANCE OF 207.50 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 261,726.50 SQUARE FEET OR 6.01 ACRES MORE OR LESS.

AND HEREBY CERTIFIES THAT THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED IN CONFORMITY TO THE ATTACHED PLAT UNDER THE NAME OF "DIRTY BUTTER – HERITAGE HILLS EXTENSION", AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, (THE "SUBDIVISION").

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANY PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. STREET AND EASEMENT DEDICATIONS

THE DEDICATION OF STREET RIGHTS-OF-WAY, UTILITY EASEMENTS, OTHER EASEMENTS TO THE PUBLIC, CONTAINED IN THIS SECTION I, SHALL NOT TAKE EFFECT UNTIL A SEPARATE INSTRUMENT TITLED "FORMAL ACCEPTANCE" OR A SIMILAR INSTRUMENT, FORMALLY ACCEPTING THE DEDICATIONS AND INFRASTRUCTURE IS RECORDED BY THE CITY OF TULSA ON BEHALF OF PUBLIC IN THE LAND RECORDS OF THE TULSA COUNTY CLERK'S OFFICE. HOWEVER, THE RIGHTS AND USES OUTLINED HEREIN, NECESSARY FOR THE INSTALLATION BY PRIVATE UTILITIES OF THEIR FACILITIES, I.E. ELECTRIC, GAS, TELEPHONE AND COMMUNICATION, ETC., EXCLUSIVE OF THOSE DEDICATED TO THE CITY OF TULSA OR THE PUBLIC, SHALL BE IN EFFECT TO ALLOW ACCESS FOR THE SURVEYING, EXCAVATING, CONSTRUCTION, OPERATING, AND MAINTAINING SUCH FACILITIES UNTIL THE CITY FILES ITS FORMAL ACCEPTANCE AND THESE RIGHTS AND USES ARE SUBSUMED BY DEDICATION TO THE PUBLIC AND ACCEPTANCE BY THE CITY.

SECTION II. UTILITIES, EASEMENTS, ELECTRIC, GAS, WATER, SEWER SERVICE AND COMMUNICATIONS, LIMITS OF NO ACCESS

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

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION AND WITHIN THE 10-FOOT U/E BETWEEN LOT 1 AND LOT 2, BLOCK 3. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES, INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH A SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

B. WATER, SANITARY, AND STORM SEWER SERVICE. IN CONNECTION WITH THE PROVISION OF WATER, SANITARY SEWER, AND STORM SEWER, ALL OF THE LOTS ARE SUBJECT TO THE FOLLOWING PROVISIONS, TO-WIT:

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON HIS LOT.
2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND.

C. PAVING AND LANDSCAPING WITHIN EASEMENTS. THE OWNER OF THE LOTS SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS ON THE LOT IN THE EVENT THAT IT IS NECESSARY TO INSTALL, MAINTAIN OR REPAIR ANY UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, NATURAL GAS, CABLE TELEVISION OR TELEPHONE SERVICE.

D. LOT SURFACE 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 PUBLIC STREETS AND EASEMENTS AND THE CITY SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY REASON OF THE DISCHARGE OF ANY STORM OR SURFACE WATER FROM A PUBLIC STREET OR EASEMENT ON AN ADJACENT LOT. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TULSA, OKLAHOMA.

E. ROOF DRAIN REQUIREMENTS:
THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH AFFECTED LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, THAT BUILDINGS CONSTRUCTED ON ALL LOTS SHALL EACH HAVE ROOF DRAINS DESIGNED AND CONSTRUCTED TO DISCHARGE STORM WATER RUNOFF TO THE ADJACENT STREET.

F. SIDEWALKS:
SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF TULSA ENGINEERING DESIGN STANDARDS. THE OWNER OF EACH LOT SHALL CONSTRUCT REQUIRED SIDEWALKS. ON WEST SIDE OF N. HARTFORD AVE. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE SIDEWALK ADJACENT TO HARTFORD AVE FROM E. SEMINOLE PL. N. TO E. VIRGIN ST. N.

G. LIMITS OF NO ACCESS

1. THE OWNER HEREBY RELINQUISHES RIGHT OF VEHICULAR INGRESS AND EGRESS FROM THE LOTS WITHIN THE SUBDIVISION TO ADJOINING PUBLIC STREETS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ATTACHED PLAT, WHICH LIMITS OF NO ACCESS MAY BE RELEASED, OR AMENDED BY THE TULSA METROPOLITAN PLANNING COMMISSION OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.
2. THE FOREGOING COVENANTS CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF TULSA, AND THE OWNER OF THE LOT AGREES TO BE BOUND THEREBY.

H. CERTIFICATE OF OCCUPANCY
NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED BY THE CITY UNTIL COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY. ANY AND ALL CONSTRUCTION PURSUANT TO ANY BUILDING PERMIT BUT PRIOR TO THE CITY'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT SHALL BE AT THE OWNER'S, DEVELOPER'S, CONTRACTOR'S/BUILDER'S OR INVESTOR'S OWN RISK.

SECTION III. RESTRICTIONS AND COVENANTS

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF MAINTAINING CONFORMITY OF THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION.

A. DEVELOPMENT AND CONSTRUCTION STANDARDS

1. ALL LOTS SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL USE ONLY. NO LOT SHALL BE DIVIDED INTO TWO (2) OR MORE SEPARATE LOTS FOR THE PURPOSE OF ACCOMMODATING TWO (2) OR MORE SEPARATE OWNERS OR DWELLINGS.

2. NO DWELLING UNIT ON ANY LOT SHALL BE CONSTRUCTED WITH LESS THAN 2,500 SQUARE FEET OF LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE OPEN PORCHES, GARAGES, OR BREEZEWAYS.

3. EACH DWELLING SHALL HAVE A GARAGE WITH STORAGE FACILITIES FOR AT LEAST TWO (2) CARS.

4. DRIVEWAYS SHALL BE CONSTRUCTED OF CONCRETE CONSISTING OF THE SAME COLOR AS SIDEWALKS, CURBS, ETC. WITHIN THE SUBDIVISION.

5. NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT IN THIS SUBDIVISION WHICH EXCEEDS A HEIGHT OF MORE THAN TWO (2) STORIES.

6. ROOFING ON ALL RESIDENCES SHALL BE WOOD OR SELF SEALING COMPOSITION SHINGLES IN A SIMULATED "WEATHERED WOOD" COLOR. RESIDENCES SHALL HAVE A ROOF PITCH OF AT LEAST 5/12 OVER SEVENTY-FIVE PERCENT (75%) OF THE TOTAL ROOF AREA. ALL ROOF MUST HAVE ROOF DRAINS THAT DISCHARGE TO THE STREETS.

7. NO BUILDING OR PART THEREOF, EXCEPT OPEN PORCHES AND TERRACES, SHALL BE CONSTRUCTED AND MAINTAINED ON ANY LOT NEARER TO THE FRONT PROPERTY LINE THAN THE BUILDING LINES ON THE PLAT. NO RESIDENCE SHALL BE BUILT NEARER THAN FIVE FEET (5') TO ANY SIDE LOT ON ONE SIDE, AND FIVE FEET (5') ON THE OTHER SIDE.

8. WHERE SIDE LOT EASEMENTS ARE SHOWN GREATER THAN THE FOREGOING, NO ENCROACHMENT SHALL BE ALLOWED ON THE EASEMENT. BUILDINGS ABUTTING A SIDE STREET MAY BE CONSTRUCTED UP TO THE 15 FOOT (15') BUILDING LINE (EXCEPT WHERE EASEMENTS ARE GREATER, PROVIDED THAT THE SET BACK SHALL BE TWENTY FEET (20') IF THE GARAGE ACCESSES THE SIDE STREET. ALL BUILDINGS MUST FACE THE MOST RESTRICTIVE BUILDING LINE.

9. NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE OF ANY RESIDENCE. NO FENCING SHALL EXCEED 8 FEET IN HEIGHT. IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCES OR OTHER OBSTRUCTIONS SHALL NOT IMPAIR THE FLOW OF STORM OR SURFACE WATER ACROSS A LOT.

10. NO EXTERIOR ANTENNAS, INCLUDING, BUT NOT LIMITED TO, TELEVISION AND "CB" RADIO SHALL BE ERECTED ANYWHERE IN THE SUBDIVISION. ANY OTHER TYPE OF ELECTRONIC RECEPTION DEVICE (EXCEPT TELEVISION SATELLITE DISHES ATTACHED TO THE REAR OF THE HOUSE AND NOT EXCEEDING EIGHTEEN INCHES (18") IN DIAMETER) WHICH ARE PERMITTED, MUST BE CONFINED TO THE BACK YARD AND SITUATED, FENCED AND LANDSCAPED TO PROPERLY SHIELD ITS VIEW FROM ADJACENT LOT OWNERS.

11. ANY STRUCTURE OTHER THAN THE PRIMARY DWELLING SITUATED ON ANY LOT MUST BE CONSTRUCTED OF THE SAME BUILDING MATERIALS UTILIZED FOR THE PRIMARY RESIDENCE ON SAID LOT. NO IMPROVEMENTS OTHER THAN THE SINGLE DWELLING PERMITTED ON EACH LOT SHALL BE UTILIZED AS TEMPORARY OR PERMANENT RESIDENCE.

12. NO STRUCTURE PREVIOUSLY ERECTED UPON ANOTHER SITE SHALL BE MOVED ONTO ANY LOT.

13. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

14. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

15. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PERIOD.

16. NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION, AND THEN THEY CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

17. NO CAMPERS, BOATS, TRAILERS, OR OTHER RECREATIONAL VEHICLES SHALL BE PARKED ON THE LOT OR ON THE STREET, PROVIDED HOWEVER, IF THESE TYPE OF VEHICLES ARE PARKED ON THE LOT THEY SHALL BE PARKED WHERE THEY ARE NOT VISIBLE FROM ANY STREET ADJACENT TO THE LOT.

18. NO INOPERABLE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED, AND MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

SECTION IV. ENFORCEMENT, AMENDMENTS, AND SEVERABILITY

A. ENFORCEMENT. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL OWNERS WITHIN THE SUBDIVISION AND ALL PERSONS CLAIMING UNDER THEM UNLESS MODIFIED AS HEREINAFTER PROVIDED, FOR A PERIOD OF TWENTY (20) YEARS FROM DATE HEREOF, AFTER WHICH TIME THE SAME SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT, APPROVED BY THE CITY AND SIGNED BY CURRENT OWNERS OF AT LEAST 50% OF THE LOTS, AGREEING TO CHANGE SUCH COVENANTS IN WHOLE OR IN PART, IS FILED OF RECORD. THESE COVENANTS ARE ENFORCEABLE BY ANY OWNER OF LOT (S) IN THE SUBDIVISION BY APPROPRIATE ACTION AT LAW OR EQUITY, INCLUDING, WITHOUT LIMITATIONS, AN ACTION TO RESTRAIN OR ENJOIN ANY VIOLATIONS HEREOF. THESE COVENANTS AS SET FORTH IN SECTION I & II ONLY MAY BE ENFORCED BY THE CITY. INVALIDATION OF ANY ONE OF THESE COVENANTS SHALL IN NO WAY AFFECT THE VALIDITY OF THE OTHER PROVISIONS HEREIN CONTAINED.

B. AMENDMENT. THE COVENANTS CONTAINED IN SECTION I, STREET, EASEMENTS AND UTILITIES, AND SECTION II, UTILITIES, EASEMENTS, ELECTRIC, GAS, WATER, SEWER SERVICE AND COMMUNICATIONS, LIMITS OF NO ACCESS MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT WITH THE APPROVAL OF CITY OF TULSA, OKLAHOMA. THE COVENANTS AND RESTRICTIONS WITHIN SECTION III, RESTRICTIONS AND COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF 50% OF THE LOTS, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

C. SEVERABILITY. INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE CITY OF TULSA, OKLAHOMA, A MUNICIPAL CORPORATION, HAS CAUSED THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS TO BE EXECUTED THIS ____ DAY OF ____, 2013.

CITY OF TULSA, OKLAHOMA
A MUNICIPAL CORPORATION

BY ____________
DEWEY F. BARTLETT, JR., MAYOR

ATTEST: ____________
Depty CITY CLERK

STATE OF OKLAHOMA }
COUNTY OF Tulsa } SS.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS 7th DAY OF ____, 2013, PERSONALLY APPEARED DEWEY F. BARTLETT, JR., TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS MAYOR OF THE CITY OF TULSA, OKLAHOMA, 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 THE CITY OF TULSA, OKLAHOMA, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: 3/19/14 ____________
NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, Winston D. Tallent, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, STAKED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE AND THAT THE ACCOMPANYING PLAT OF THE ABOVE DESIGNATED "DIRTY BUTTER – HERITAGE HILLS EXTENSION" AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, IS A TRUE REPRESENTATION OF SAID SURVEY, DATED THIS 23rd DAY OF October, 2013.

____
WINSTON D. TALLENT, R.L.S.
LICENSE No. 1024

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23 DAY OF Oct., 2013 BY W. D. Tallent

MY COMMISSION EXPIRES: 9-20-15 ____________
NOTARY PUBLIC

DIRTY BUTTER – HERITAGE HILLS EXTENSION

FINAL PLAT

SHEET 2 OF 2

DATE OF PREPARATION: AUGUST 6, 2013