



FINAL PLAT of THE VALE AT REDBUD PHASE 2

A Subdivision of the Northeast Quarter NE/4, Section Twenty-Four (24), Township Twenty (20) North, Range
Fourteen (14) East of the Indian Meridian Rogers County, Oklahoma

MINIMUM REQUIRED ELEVATION FOR FINISH FLOOR	
LOT	ELEVATION
1	600.00

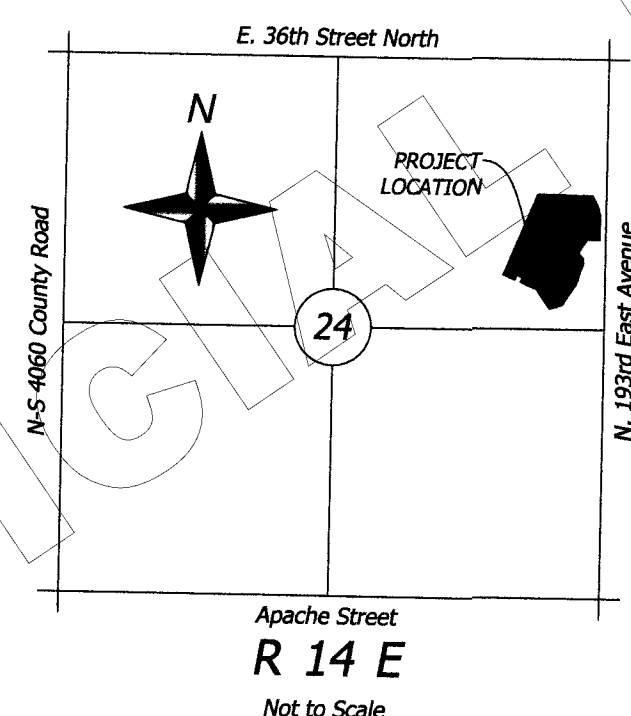
MINIMUM REQUIRED ELEVATION FOR FINISH FLOOR	
LOT	ELEVATION
1	599.75
2	600.25
3	600.75
4	598.25
5	598.75
6	589.50
7	589.00
8	589.00
9	589.00
10	588.25
11	588.25
12	588.25
13	590.75
14	595.00
15	588.25
16	600.75
17	600.25
18	594.50
19	590.00
20	586.25
21	585.25

MINIMUM REQUIRED ELEVATION FOR FINISH FLOOR	
LOT	ELEVATION
1	599.75
2	600.25
3	598.75
4	598.25
5	594.50

Line Table		
Line #	Direction	Length
L1	N 20°53'09" E	50.00'
L2	S 69°06'51" E	50.00'
L3	S 20°53'09" W	50.00'
L4	S 69°06'51" E	48.30'
L5	N 69°06'51" W	49.54'
L6	S 65°57'50" W	35.40'
L7	S 24°02'10" E	35.31'
L8	N 43°30'52" E	35.29'
L9	N 46°22'48" W	35.36'

Curve Table				
Curve #	Length	Radius	Delta	ChB
C1	88.62'	125.00'	040.6206	N 00°34'32" E
C2	88.96'	125.00'	040.7767	S 00°39'13" W
C3	392.02'	250.00'	089.8439	S 65°57'50" W
C4	58.29'	150.00'	022.2658	S 80°14'50" E
C5	178.43'	125.00'	081.7878	N 28°13'13" W
C6	21.60'	25.00'	049.5073	N 37°25'38" E
C7	21.60'	25.00'	049.5073	S 12°04'48" E

LEGEND
+ Section Corner
- Quarter Corner
● Set 1/2" Iron Rod
● Set MAG Nail
Plat Boundary Line
Lot Line (This Plat)
Easement (This Plat)
Building Limit Line (This Plat)
Existing Lot Line
Existing Easement
Existing Building Limit Line
U/E - Utility Easement
D/E - Drainage Easement
B/L - Building Limit Line
R/W - Right of Way
L.N.A. - Limits of no Access
NOTE: ALL MONUMENTS SET ARE CARRIED 1/4" IRON PINS OR MAG NAILS WITH WASHERS BOTH BEING STAMPED "GOLDEN LAND SURVEYING"



15.71 ACRE TRACT
CONTAINS 27 RESIDENTIAL LOTS
IN 3 BLOCKS AND 2 COMMON
AREA RESERVE AREAS

ZONED: RS6
FRONT SETBACK -25'
SIDE SETBACK -10'
OTHER SIDE SETBACK -5'
REAR SETBACK -20'

CONTACT LIST

OWNER
THE VALE AT RED BUD, LLC
PO BOX 610
CATOOSA, OK 74015
CONTACT: DAVID J. MCAFFEE
PHONE: (918) 379-0966
EMAIL: dmcafee@dtwreckit.com

CIVIL ENGINEER
CEDAR CREEK INC.
PO BOX 14534
OKLAHOMA CITY, OK 73113
OK CA 5864
EXP. 06.30.22
CONTACT: JASON EMMETT, P.E.
PHONE: (405) 406-4622

SURVEYOR
GOLDEN LAND SURVEYING, PLLC
OK CA 7263
EXP. 06/30/2022
7304 NW 164TH ST. STE. 5
EDMOND, OK 73013
PHONE: (405) 601-7402

FINAL PLAT
of
THE VALE AT REDBUD
PHASE 2

Prepared By

**GOLDEN
LAND SURVEYING**

7304 NW 164th St., Suite #5, Edmond, Oklahoma 73013
C.A.# 7263 / Exp. Date =6/30/2022
Telephone: (405) 802-7883 Email: troy@goldenls.com

FINAL PLAT
of

THE VALE AT REDBUD PHASE 2

A Subdivision of the Northeast Quarter NE(4), Section Twenty-Four (24), Township Twenty (20) North, Range Fourteen (14) East of the Indian Meridian Rogers County, Oklahoma

OWNER'S CERTIFICATE AND DEDICATION KNOW ALL MEN BY THESE PRESENTS:

The Vale at Redbud, L.L.C., an Oklahoma limited liability company (the "Developer"), is the sole owner of the following described real estate situated in the City of Catoosa (the "City"), Rogers County, Oklahoma:

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER (NE(4)) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, CATOOSA, ROGERS COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER;
THENCE NORTH 01°25'13" WEST A DISTANCE OF 1408.49 FEET;
THENCE SOUTH 88°34'49" WEST A DISTANCE OF 50.00 FEET;
THENCE NORTH 01°25'13" WEST A DISTANCE OF 1225.90 FEET;
THENCE NORTH 01°22'46" WEST A DISTANCE OF 876.37 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 01°22'46" WEST A DISTANCE OF 209.56 FEET;
THENCE ALONG A CURVE TO THE LEFT HAVING A DISTANCE OF 128.70 FEET, A RADIUS OF 300.00 FEET AND A CHORD BEARING OF NORTH 15°40'17" WEST AND A CHORD LENGTH OF 122.72 FEET;
THENCE NORTH 25°57'37" WEST A DISTANCE OF 121.50 FEET;
THENCE SOUTH 88°51'23" WEST A DISTANCE OF 553.18 FEET;
THENCE SOUTH 20°53'09" WEST A DISTANCE OF 155.00 FEET;
THENCE SOUTH 69°06'51" EAST A DISTANCE OF 50.00 FEET;
THENCE NORTH 20°53'09" EAST A DISTANCE OF 50.00 FEET;
THENCE SOUTH 69°06'51" EAST A DISTANCE OF 50.00 FEET;
THENCE SOUTH 09°06'51" EAST A DISTANCE OF 171.95 FEET;
THENCE SOUTH 35°01'51" EAST A DISTANCE OF 239.30 FEET;
THENCE NORTH 70°05'54" EAST A DISTANCE OF 243.35 FEET;
THENCE NORTH 31°10'48" EAST A DISTANCE OF 141.81 FEET;
THENCE NORTH 17°30'07" EAST A DISTANCE OF 222.89 FEET;
THENCE NORTH 09°31'19" WEST A DISTANCE OF 50.40 FEET;
THENCE NORTH 86°51'02" WEST A DISTANCE OF 51.40 FEET;
THENCE NORTH 01°08'37" WEST A DISTANCE OF 34.84 FEET;
THENCE NORTH 33°36'58" EAST A DISTANCE OF 120.97 FEET;
THENCE NORTH 88°51'23" EAST A DISTANCE OF 123.41 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 684,433.32 SQUARE FEET OR 15.71 ACRES MORE OR LESS

The Developer has caused the above described tract to be engineered, surveyed, staked and platted into lots, blocks, streets and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named The Vale at Redbud - Phase 2, an Addition to the City of Catoosa, Rogers County, State of Oklahoma (the "Subdivision").

The Developer does hereby establish that certain "common areas" identified on the plat to be for the common use and enjoyment of the owners of lots in all Phases of The Vale at Redbud, together with all improvements which may at any time hereafter be situated thereon including (without limitation) detention ponds, drainage facilities/dams and related improvements, which common areas are specifically described as follows:

Reserve areas as shown on the recorded plat of The Vale at Redbud - Phase 2.

Property Owners' Association: The Developer has formed a mutual association of the owners of the lots within all phases of "The Vale at Redbud" (hereinafter referred to as the "Association") in accordance with the statutes of the State of Oklahoma, and for the general purposes of maintaining the common areas, including (without limitation) the recreational area, sidewalks, landscaping, fencing, reserves and enhancing the value, desirability and attractiveness of all phases of The Vale at Redbud for the common use and benefit of all lot owners within any subdivision phase of The Vale at Redbud.

Section 1. Streets and Utility Easements and Service

1.1. Public Streets and Utility Easements. The Developer dedicates to the public, for public use forever, rights-of-way as set forth herein and the Easements as shown on the Plat for the several purposes of constructing, maintaining, operating, repairing, and replacing any and all streets and public utilities, including but not limited to, storm and sanitary sewer lines, communication lines, electric power lines, cable television lines, transformers, pedestals, gas and water lines, together with all fittings and equipment for each such facility and any other appurtenances thereto, with the right of ingress and egress to and upon said easements and rights-of-way across all lots in The Vale at Redbud - Phase 2, for the uses and purposes thereof.

Section 1.2. Underground and Electric and Communication Service.

1.2.1. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility accompanying plat to a single supplier of electrical service.

1.2.2. All supply lines in the Subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the Plat of the Subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3. Underground service cables and gas service lines to all structures which may be located on all lots in 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 each said lot; provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering, together with a right-of-way to access said easement(s) over all lots in The Vale at Redbud - Phase 2.

1.2.4. The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have the right of access to all such easements shown on the plat to the Subdivision or 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 service facilities so installed by it. The suppliers of electric, telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easements.

1.2.5. The owner of each lot in the Subdivision 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, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

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

Section 1.3. Underground Gas Service.

1.3.1. The supplier of gas service, through its agents and employees, shall at all times have the right of access, over all lots in The Vale at Redbud - Phase 2 to all such easements shown on the Plat or as provided for in this Deed of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

1.3.2. The owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration of grade or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but easements or right-of-ways, the City of Catoosa shall have the right to remove said trees or shrubbery upon five (5) days notice thereof at the lot owner's expense, or within such time the lot owner may remove same.

1.3.3. The foregoing covenants set forth in this section shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.3.4. No owner of a lot shall install propane or other above-ground gas service without the prior written consent of the Owner/Developer.

Section 1.4. Water and sewer service.

1.4.1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located upon and serving the property.

1.4.2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contour existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.

1.4.3. City of Catoosa, or its successors, shall be responsible for ordinary maintenance of public water mains and the City of Catoosa, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public sewer mains that serve the property, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his/her agents or contractors.

1.4.4. The City of Catoosa, Oklahoma, or its successors, shall at all times have right of access over and across all lots in The Vale at Redbud - Phase 2 to all easement ways 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 or sewer facilities.

1.4.5. The foregoing covenants set forth in this section shall be enforceable by the City of Catoosa, Oklahoma, or its successors, and the owner of the property agrees to be bound hereby.

Section 2. 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. No property 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/her lot. No property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans filed at the City of Catoosa. The property owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) or allow any construction activity that may interfere with such public water mains, valves, storm sewers, and of public sanitary sewer facilities. The covenants set forth in this paragraph shall be enforceable by any affected property owner, by the Association and by the City of Catoosa, Oklahoma.

Section 3. Finished Floor Elevations

The finished floor elevations as shown on the final plat are recommended elevations and should not be considered as the final, designed proper finished floor elevation of any proposed dwelling. The respective owner of each dwelling and the owner's builder shall be responsible for determining the proper finished floor elevation of the respective dwelling. The finished floor elevation shall be determined by establishing and accounting for proper drainage in all directions relative to, but not limited to: roadways, areas of higher elevation, the natural topographic slope of the lot, the aesthetics of the proposed elevation of the dwelling, borrow ditches, culvert pipes, elevation of adjacent lots, etc.

Section 4. Reserve Areas

The Developer does hereby establish and grant an easement over the areas designated as "Reserve" for the purposes of stormwater detention and/or recreational facilities and open space. The reserves may be conveyed, in the Developer's sole discretion, to the Association or other third party for the purpose of providing green areas, proper visual screening of the subdivision from surrounding the Developer or the Association. Certain reserve areas and fence easements have also been designated as utility easements and may be used as such so long as such utility usage does not materially interfere with the Developer's intended use of such reserve areas and/or fence easements. Maintenance and management responsibility of said reserve areas shall be enforced and maintained by the Association and all costs shall be borne by the Association.

Section 5. Limits of No Access

The Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property within the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying plat, which "limits of no access" may be amended or released by the Catoosa Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

Section 6. Sidewalks

Interior sidewalks shall be constructed by each property owner in compliance with the engineering design standards of the City of Catoosa prior to final inspection by the City of Catoosa of the house construction on the lot. Sidewalks shall be maintained in good repair by the property owner or Association.

Section 7. Paving and Landscaping within Easements

The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair any underground water, sanitary sewer mains, storm sewers or drainage ways, electric, natural gas, telephone, or cable television service. No lot owner shall plant any trees or shrubbery in dedicated utility easements or right-of-ways which would potentially endanger, threaten, or harm any utilities located within said easements or right-of-ways. If it is determined that any trees or shrubbery located within said easements or right-of-ways are damaging or endangering utilities in said easements or right-of-ways, the City of Catoosa shall have the right to remove said trees or shrubbery upon five (5) days notice thereof at the lot owner's expense, or within such time the lot owner may remove same.

Section 8. Enforcement, Duration, Amendment or Termination and Severability

8.1. Enforcement and Duration: The restrictions herein set forth are covenants to run with the land and shall be binding upon the undersigned Owner/Developer, its grantees, successors and assigns and all parties claiming under it for a period of thirty (30) years from the date of recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereafter provided. If any lot owner, or its successors or assigns shall violate any of the covenants herein, it shall be lawful for any persons owning a lot situated within the Subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, and to prevent him/her or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

8.2. Severability: These restrictive covenants, together with the other documents incorporated by reference, shall be construed in their entirety and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provisions herein contained shall not serve to render the balance or this instrument void, or unenforceable, and the same shall be hereafter construed so that such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the Developer, Association, and/or any other entity referred to herein, or any successor in title, to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy nor a modification of these restrictions and protective covenants.

8.3. Definitions: In the event of ambiguity of any word or term set forth herein, the meaning thereof shall be deemed to be defined as set forth within the City of Catoosa Zoning Code as the same exists as of the date hereof or as subsequently amended.

Section 9. Restrictive Covenants

Additional covenants and restrictions for The Vale at Redbud - Phase 2 are, or will be, filed, as a separate instrument, in the Rogers County Clerk's Office.

Section 10. Setbacks

Front: 25'
Side: 10'
Other Side: 5'
Rear: 20'

In witness whereof, The Vale at Redbud, L.L.C., an Oklahoma limited liability company, hereby approves and executes the foregoing Deed of Dedication this ____ day of August, 2021.

The Vale at Redbud, L.L.C., an Oklahoma limited liability company

By: David J. McAfee
David J. McAfee, Manager
STATE OF OKLAHOMA
COUNTY OF TULSA

Before me, the undersigned, Notary Public, in and for said County and State, on this 22 day of August, 2021, personally appeared David J. McAfee, to me known to be the identical person who executed the foregoing Declaration of Covenants, Conditions and Restrictions as Manager of The Vale at Redbud, L.L.C., an Oklahoma limited liability company, 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 said Company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Kim L. Horton
Notary Public

Certificate of Survey

I, Troy Dee of Golden Land Surveying, PLLC, a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "The Vale at Redbud-Phase 2", an Addition in the City of Catoosa, Rogers County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma minimum standards for the practice of land surveying as adopted.

Executed this 27 day of August, 2021.

Troy Dee
Troy Dee
Oklahoma No. 1745 7304 NW 164th St., Suite #5, Edmond, OK. 73013
(405) 802-7883

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me the undersigned, a notary public in and for said county and state, on the 27 day of August, 2021, personally appeared Troy Dee, to me known to be the identical person who subscribed his name as registered professional land surveyor to the foregoing certificate of survey 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.

In witness whereof, I have set my hand and seal the day and year last written above.

Kim L. Horton
Notary Public

Certificate of Final Plat Approval

I hereby certify that this plat was approved by the Catoosa City Council on this 23 day of August, 2021.

By: Wendell Conley
Mayor

This approval is void if the above signature is not endorsed by the city clerk.

By: Wendell Conley
City Clerk

I hereby certify that this plat was approved by the Catoosa Planning Commission on this 19 day of August, 2021.

By: Reming Commissioner

This approval is void if the above signature is not endorsed by the city clerk.

By: Wendell Conley
City Clerk

I, Jeanne M. Heldlage, County Clerk of Rogers County, Oklahoma, do hereby certify that the above and foregoing is a true and correct copy of a document as the same appears in my office.

Jeanne M. Heldlage, County Clerk

Date: _____

CERTIFICATE OF COUNTY TREASURER

The undersigned county treasurer for Rogers County, Oklahoma, does hereby certify that I have examined the records pertaining to Ad Valorem taxes on the tract shown on the attached plat and find that all Ad Valorem taxes have been paid for all prior years and deposits covering the current year has been made.

COUNTY TREASURER

Signature: Jasper Carr

Approval Date: 9-7-21

Prepared By
GOLDEN
LAND SURVEYING
7304 NW 164th St., Suite #5, Edmond, Oklahoma 73013
C.A.# 7263 / Exp. Date =6/30/2022
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