

# 295644

PLAT #2680

Dated: November 1st, 1965

Filed: Dec. 3 1965 at 3:45 P.M.

MAGIC CIRCLE THIRD ADDITION  
 A SUBDIVISION OF PART OF THE SOUTH ONE-HALF  
 OF THE NORTHEAST ONE-QUARTER OF SECTION 18, T-19-N, R-14-E,  
 TULSA COUNTY, OKLAHOMA

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That MAGIC CIRCLE DEVELOPMENT CORPORATION, an Oklahoma Corporation, is the owner of the following described property, to-wit:

Beginning at the Southeast Corner of the South Half of the Northeast Quarter of Section 18, T-19-N, R-14-E, Tulsa County, Oklahoma; thence Due West, along the Southerly line of said S $\frac{1}{2}$ , NE $\frac{1}{4}$ , a distance of 2437.60 feet to a point; thence N 0° 13' 30" W a distance of 1319.72 feet to a point on the northerly line of said S $\frac{1}{2}$ , NE $\frac{1}{4}$ ; thence N 89° 59' 15" E along said Northerly Line a distance of 2055.88 feet to a point; thence due South a distance of 320.16 feet to a point; thence due East a distance of 388.69 feet to a point on the Easterly Line of Section 18; thence S 0° 06' 10" W a distance of 1000.00 feet to the point of beginning, containing 71.121 acres more or less.

and that the undersigned owner has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and has designated the same as "MAGIC CIRCLE THIRD ADDITION", A Subdivision in Tulsa County, Oklahoma.

NOW THEREFORE, the undersigned owner does hereby dedicate for public use all of the streets as shown on said plat, and does hereby guarantee the title to all of the land covered by said streets. For the purpose of providing an orderly development of the above described real estate, and in order to provide adequate restrictive covenants for the mutual benefit of themselves and their successors in title to the subdivisions of said land (hereinafter referred to as lots), the undersigned does hereby impose the following restrictions and reservations and create the following easements, which shall be binding upon them, their successors and assigns.

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These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1995, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- A. All lots in this addition shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a single family dwelling, and a private garage, or carport, which shall be attached to the residence, and shall have facilities for at least two cars.
- B. No building shall be located nearer to the front line, nor nearer to the side street line, than the building lines shown on the recorded plat, and in any event, no building shall be located nearer than five feet to any side lot line. No house shall be constructed on any corner lot in such a way that the house faces the 15 foot building setback line.
- C. No residence or structure shall be erected on any building plot, which has an area less than shown on the recorded plat.
- D. No noxious trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to the neighborhood.
- E. No trailer, basement, tent, shack, garage, barn, or other out-building erected in this tract shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature or character, be used as a residence.
- F. No dwelling shall be erected on any residential lot in the tract, the living area of the main structure of which, exclusive of open

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porches and garages, is less than 1100 square feet in area, and the exterior surface of all dwellings shall be at least 50% masonry.

G. No fence shall be erected on any lot forward of the main structure, and no fence shall be more than six feet in height.

H. No structure previously used shall be moved onto any lot in this addition.

I. All plans and buyers shall be approved by the undersigned owner, or by a committee appointed by same.

J. Overhead pole lines for the supply of electric service may be located along the South side of Lots 1 through 7 Block 13 and Lots 1 through 12 Block 8 and Lots 1 through 13 Block 5 and along the North side of Lots 4 and 5 Block 9 and Lots 1 and 8 Block 11. But no overhead services will be run therefrom to the houses adjacent thereto and street light poles or standards may be located throughout said addition, served by underground service cables and elsewhere throughout said Addition all such supply lines shall be located underground, in the easement-ways reserved for general utility services, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

K. 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 extended 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

L. 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.

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M. The undersigned owner further dedicates to the public use forever the easements and rights-of-way as shown and designated on the plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all public utilities including the storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines, together with all fittings and equipment for each of such facilities, and any other appurtenances thereto with the right of ingress and egress upon said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat; PROVIDED HOWEVER, that the undersigned owner hereby reserves the right to construct, maintain, operate, lay and relay, 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 public streets, alleys, and easements shown in said plat, and/or sewer services to the area included in said plat and to any other areas. The undersigned owner further relinquishes all rights of ingress and egress within the limits designated as "Limits of No Access". This condition may be released, changed or altered by the Tulsa Metropolitan Area Planning Commission or its successors.

IN WITNESS WHEREOF, MAGIC CIRCLE DEVELOPMENT CORPORATION has caused its name to be affixed, by its duly authorized officers, this 1st day of November, 1965.

(SEAL)  
 ATTEST:  
 Hazel N. Latch  
 SECRETARY

MAGIC CIRCLE DEVELOPMENT CORPORATION  
 By: L. R. Latch  
 PRESIDENT

STATE OF OKLAHOMA }  
 COUNTY OF WAGONER } SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of November, 1965, personally appeared L. R. Latch to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, as the President of said Corporation, 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 Corporation, for the uses and purposes therein set forth.

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WITNESS my hand and official seal the day and year last above written.

(SEAL)  
My Commission Expires  
February 10, 1968.

Ruth Roberts,  
Notary Public

CERTIFICATE OF SURVEY

I, RAYMOND E. LANSFORD, a Registered Professional Engineer in the State of Oklahoma, and an experienced land surveyor, do hereby certify that I have carefully and accurately surveyed and staked into lots, blocks, and streets, the real estate and premises dedicated as "MAGIC CIRCLE THIRD ADDITION", and that the above plat is a true and correct representation of said survey showing the length, width, and depth of all lots and blocks, and the names, widths, boundaries, and extensions of all streets.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Tulsa, Tulsa County, State of Oklahoma, this 26th day of October, 1965.

(SEAL)

LANSFORD ENGINEERING COMPANY  
By: Raymond E. Lansford  
Registered Professional Engineer

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of October, 1965, personally appeared RAYMOND E. LANSFORD, 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, and as the free and voluntary act and deed of LANSFORD ENGINEERING COMPANY, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

(SEAL)  
My Commission Expires  
June 28, 1969.

Darlene J. Lansford,  
Notary Public

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FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on JUL 7 1965.

C. L. Edwards,  
Secretary

This approval is void if this plat is not filed in the office of the County Clerk on or before JAN 31 1966

County Eng. Robert H. Moak

CERTIFICATE           Item #123758

Pursuant to S.B.113, O.S.L.1951, I hereby certify that as to all real estate involved in this plat, all taxes have been paid as reflected by the current tax rolls and security has been provided for 1965 taxes not as yet certified to me.

Dated Dec. 2, 1965.

James A. Parkinson  
County Treasurer of  
Tulsa County, Oklahoma.  
A.H.