



# **Bixby Technical Advisory Committee Meeting Agenda**

**Bixby Municipal Building  
Conference Room  
113 W Dawes Avenue, Bixby, Oklahoma**



**Wednesday, September 2, 2026 | 10:00 A.M.**

---

## **Call to Order**

## **Introductions**

## **Approval of Minutes**

1. Review and approve the minutes for the TAC meeting held on August 5, 2026.

## **Items to be Discussed and Reviewed**

1. Discussion and review of Site Plan Case No. BXSP-26.08 for Breaks Plus, a proposed commercial development on approximately 1.31 acres, located at the southwest corner of East 115th Street and South Memorial Drive, Bixby, Oklahoma.
2. Discussion and review of Site Plan Case No. BXSP-26.09 for 124th Bixby Storage LLC, a proposed commercial development on approximately 3.5 acres, located off East 124th Street, approximately 400 feet west of South Memorial Drive, Bixby, Oklahoma.
3. Discussion and review of Final Plat Case No. BXPT-25.05 FP Block 3, a request for a proposed commercial development consisting of one (1) lot within one (1) block, on approximately 1 acre, within the Spartan Creek Commercial development, Bixby, Oklahoma.
4. Discussion and review of Preliminary Plat Case No. BXPT-26.01 and Final Plat Case No. BXPT-26.01 FP, a request for a proposed commercial development consisting of one (1) lot within one (1) block, on approximately 2.83 acres, a replat of Lot One, Block One of The Boardwalk on Memorial to be known as The Boardwalk Storage.
5. Discussion and review of Final Plat Case No. BXPT-24.13 FP Cottages, a request for a residential subdivision consisting of eighty-five (85) lots within seven (7) blocks, including three (3) reserve areas, on approximately 23 acres, located at the northwest corner of South Yale Avenue and East 161st Street South, Bixby, Oklahoma, known as Cottages at Deer Valley.
6. Discussion and review of Final Plat Case No. BXPT-24.13 FP Blocks 1-5, a request for a residential subdivision consisting of one hundred nine (109) lots within five (5) blocks, including two (2) reserve areas, on approximately 29 acres, located approximately ¼ mile north of East 161st Street South, on the west side of South Yale Avenue, Bixby, Oklahoma.

7. Discussion and review of Final Plat Case No. BXPT-24.10 FP, a request for a residential subdivision consisting of one hundred six (106) lots within nine (9) blocks, including six (6) reserve areas, on approximately 40 acres, located ¼ mile east of South Mingo Road on the north side of East 121st Street South, Bixby, Oklahoma, known as Indigo Ranch.
8. Review and discussion of the Preliminary Basemap Plans for the proposed widening of East 131st Street South between South Memorial Drive and South Mingo Road.

## **Adjournment**

This Notice and Agenda were posted on the bulletin board on or before 10:00 a.m., September 1, 2026, at the Bixby Municipal Building located at 111 N Cabaniss Ave, Bixby, Oklahoma.

Respectfully submitted,



Gladys Gill  
Assistant Planner

### **For Special Accommodations**

Persons who require special accommodations to participate in this meeting should contact City Clerk Shannon Duran: 111 N. Cabaniss Avenue, Bixby, Oklahoma, 74008, 918-366- 4430 or email City Clerk, Shannon Duran (sduran@bixbyok.gov), as far in advance as possible and preferably at least 48 hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf may contact Oklahoma Relay at 1-800-722-0353, and voice calls should be made to 1-800-522-8506 to communicate by telephone with hearing telephone users, and vice versa.





# Bixby Technical Advisory Committee Meeting Minutes

Bixby Municipal Building  
Conference Room  
113 W Dawes Avenue, Bixby, Oklahoma



Wednesday, August 5, 2026 | 10:00 A.M.

---

## Call to Order

The Bixby Technical Advisory Committee meeting was called to order by Assistant Planner Gladys Gill at approximately 10:02 a.m.

## Introductions

Attendees introduced themselves and their respective organizations. Representatives were present from the City of Bixby, Bixby Public Schools, utility providers, engineering and consulting firms, and other interested parties. Representatives associated with the Walmart Supercenter project participated virtually. See the sign-in sheet attached to the minutes.

## Approval of Minutes

### 1. Review and approve the minutes for the TAC meeting held on April 1, 2026.

The Committee considered the minutes from the June 3, 2026, TAC meeting. Leo Gualano, City Engineer for the City of Bixby, made a motion to approve the minutes, seconded by Susan Bevard. The motion carried unanimously by voice vote.

## Items to be Discussed and Reviewed

### 1. Reconstruction and widening of South Sheridan Road from East 151st Street South to East 141st Street South, as presented by Poe & Associates on behalf of the City of Bixby.

Greg Coker and Scott Legate, representatives from Poe & Associates, provided an update regarding the proposed reconstruction and widening of South Sheridan Road. The project will include acquisition of additional right-of-way where necessary and is expected to require relocation or coordination of existing electric, gas, and telecommunications facilities.

Poe & Associates advised that utility providers would receive project plans and CAD survey information to help identify existing facilities and potential conflicts with the proposed roadway improvements. Utility representatives were encouraged to provide their contact information for continued coordination.

The project also includes replacement of several culverts near the north end of the project area. These improvements are anticipated to proceed ahead of the larger roadway project

due to limited anticipated utility conflicts.

Utility representatives discussed coordination and anticipated timing for utility relocations.

**2. Discussion and review of Preliminary Plat Case No. BXPT-26.03 for Walmart Supercenter, a proposed commercial development consisting of three (3) lots within one (1) block, on approximately 27.398 acres, located at the northwest corner of South Yale Avenue and East 151<sup>st</sup> Street, Bixby, Oklahoma.**

The Committee reviewed Preliminary Plat Case No. BXPT-26.03 for Walmart Supercenter.

Utility representatives discussed potential electric service to the development and advised that service could potentially be provided from either Yale Avenue or the Kimberly-Clark area.

The applicant's representatives also discussed a potential transmission facility along East 151<sup>st</sup> Street South. Utility representatives indicated that they were reviewing existing records and would conduct field verification as needed.

The applicant's representatives discussed coordination of proposed roadway improvements, right-of-way, utilities, and comments previously provided by City Engineering and Public Works. Staff directed the applicant to provide written responses to the review comments for distribution to the appropriate City departments.

The applicant also requested additional coordination with the City Engineer regarding drainage, proposed detention facilities, and drainage easements. Staff indicated that a follow-up meeting could be coordinated after the applicant provided the relevant information.

The Committee also discussed the project's Traffic Impact Analysis. The applicant advised that both an RCUT configuration and traffic signal were evaluated as potential alternatives and that, in the applicant's opinion, a traffic signal would be the preferred option for the site. An updated Traffic Impact Analysis addressing City comments will be provided for further review.

**3. Discussion and review of Site Plan Case No. BXSP-26.02 for Walmart Supercenter, a proposed commercial development on approximately 27 acres, located at the northwest corner of South Yale Avenue and East 151<sup>st</sup> Street, Bixby, Oklahoma.**

The Committee reviewed Site Plan Case No. BXSP-26.02 for Walmart Supercenter.

Discussion focused primarily on the transition and buffer between the proposed commercial development and the existing residential neighborhood to the north. The proposed site plan includes landscaping, trees, and a wall along the northern portion of the development. The applicant explained that the proposed store would sit at a lower elevation while maintaining the landscaped buffer and screening along the residential boundary.

Staff asked about previous direction regarding outreach to the neighborhood to the north.

The applicant's representatives advised that, following recent discussions, they had been advised not to initiate separate outreach at that time.

Staff noted that public hearing notices had been sent to surrounding property owners for the upcoming Planning Commission hearing and that limited inquiries had been received from residents requesting additional information.

No additional utility comments were provided.

**4. Discussion and review of Site Plan Case No. BXSP-26.06 for Lot 2, Block 2 of South County Industrial Park, an industrial development on approximately 1.490 acres, located at 14220 S 43<sup>rd</sup> East Avenue, Bixby, Oklahoma.**

The Committee reviewed Site Plan Case No. BXSP-26.06 for Lot 2, Block 2 of South County Industrial Park.

The applicant advised that revised plans had recently been resubmitted in response to review comments.

The Fire Marshal indicated that comments had been provided regarding the location and identification of fire protection infrastructure, including the Fire Department Connection (FDC). Additional comments, if necessary, would be addressed through the normal review process.

Staff also discussed whether the project would require Planning Commission review and indicated that the applicable PUD requirements would be confirmed.

**5. Discussion and review of Preliminary Plat Case No. BXPT-26.08 for Spartan Square, a proposed commercial development consisting of four (4) lots within one (1) block, on approximately 3.16 acres, located at 211 N Cabaniss Avenue, Bixby, Oklahoma.**

The Committee reviewed Preliminary Plat Case No. BXPT-26.08 for Spartan Square.

Staff noted that Public Works and Engineering had provided comments.

No additional comments were provided by the utility representatives present.

**6. Discussion and review of Site Plan Case No. BXSP-26.07 for Spartan Square, a proposed commercial development on approximately 3.16 acres, located at 211 N Cabaniss Avenue, Bixby, Oklahoma.**

The Committee reviewed Site Plan Case No. BXSP-26.07 for Spartan Square.

Staff identified the proposed hotel development location and requested comments from utility representatives.

No additional comments were provided.

**7. Discussion and review of Final Plat Case No. BXPT-22.18 FP Blocks 6-15, a request for a residential subdivision consisting of one hundred thirty-three**

**(133) lots within ten (10) blocks, including four (4) reserve areas, on approximately 73 acres, located at the northeast corner of South Sheridan Road and East 171<sup>st</sup> Street South, Bixby, Oklahoma, known as The Preserve.**

The Committee reviewed Final Plat Case No. BXPT-22.18 FP Blocks 6–15 for The Preserve.

The Committee discussed water and sanitary sewer service for the development. City representatives confirmed that the development is anticipated to be served by City water and sewer infrastructure and discussed the associated off-site improvements.

Staff advised that Engineering and Public Works continued to review the plat and that additional comments were expected. The applicant agreed to respond to the comments once the review was complete.

The applicant identified access as one of the primary preliminary review comments and stated that the proposed access and phasing plan had generally remained consistent throughout the development process. Additional coordination with the Fire Marshal was anticipated regarding access requirements.

East Central Electric advised that it had been coordinating with the applicant and anticipated providing conduit and crossing plans once it was confirmed that no substantial changes to the subdivision layout were anticipated.

The Committee also discussed sanitary sewer capacity. City representatives advised that the development's off-site sewer connection would ultimately connect toward East 161st Street South and that no capacity concerns were identified with the immediate sewer lines serving the project. The City is monitoring broader wastewater treatment capacity as part of planned system improvements.

The discussion also covered the subdivision's proposed access points and future street connections. The applicant explained that future phases are intended to provide additional connectivity, including connections toward East 161st Street South.

Bixby Public Schools representatives raised concerns about school bus circulation during subdivision development, particularly buses' ability to enter and exit without backing up or making difficult turnaround movements. The Committee discussed whether an existing construction access could provide temporary all-weather connectivity until the future street connection is completed.

The applicant indicated that an existing construction road connects through the development and agreed to discuss the possibility of providing an all-weather access route with the developer. School representatives indicated that a paved connection would be preferred for school bus circulation.

The Fire Marshal also noted that fire hydrant placement and hose-lay distances would continue to be reviewed.

## **Adjournment**

There being no further business, the meeting adjourned at 10:35 a.m.

# Regular Agenda Item Commentary

## Item Title

Discussion and review of Site Plan Case No. BXSP-26.09 for 124th Bixby Storage LLC, a proposed commercial development on approximately 3.5 acres, located off East 124th Street, approximately 400 feet west of South Memorial Drive, Bixby, Oklahoma.

## Initiator

## Staff Information Source

## Background

## Exhibits

1. 2026.08.06 Bixby, OK - BXSP-26.XX 124th Bixby Storage LLC - Site Plans
2. 2026.08.25 - OK, Bixby, Updated Elevations [DSA]
3. 2026.08.21 OK, Bixby - updated Rendering

## Key Issue

## Council Action

## Recommendation

## Item No: 1.

## Meeting Date

September 2, 2026

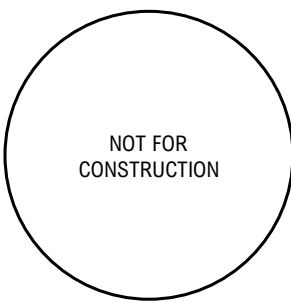
## Meeting

20260902 Technical Advisory Committee Agenda









THIS DRAWING IS THE PROPERTY OF THE ABOVE  
REFERENCE PROFESSIONAL AND IS NOT TO BE USED FOR  
ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT AND SITE  
NAMED HEREIN, AND CANNOT BE REPRODUCED IN ANY  
MANNER WITHOUT THE EXPRESS WRITTEN  
PERMISSION FROM THE PROFESSIONAL.



Know what's below.  
Call before you dig.

BIXBY MINI STORAGE

7865 E 126TH S  
BIXBY, OK 74008

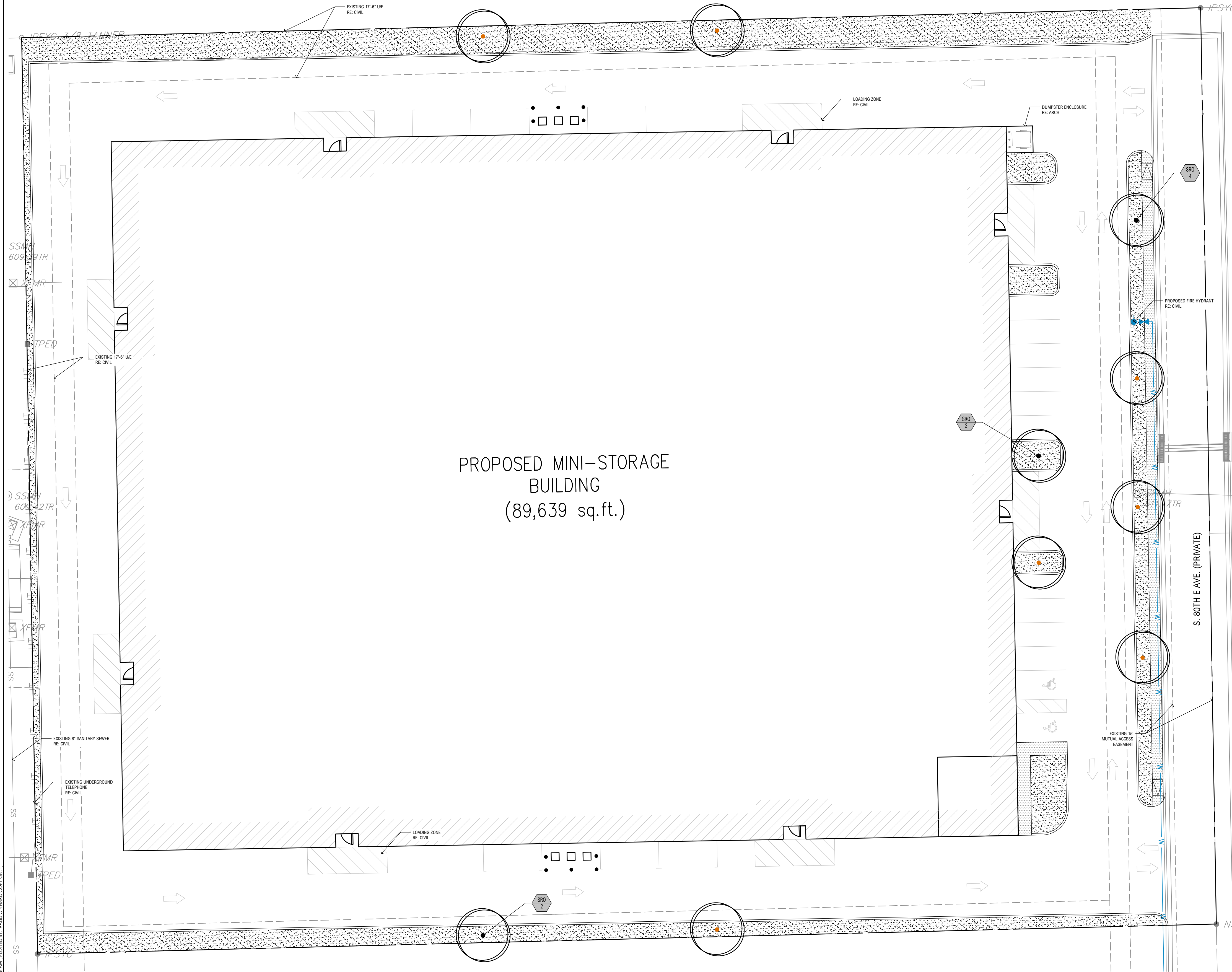
PROJECT INFORMATION  
PROJECT NUMBER: 26606200  
DATE ISSUED: 08/06/2026

REVISIONS

| TAG | REV-X | DATE | DESCRIPTION |
|-----|-------|------|-------------|
|     |       |      |             |
|     |       |      |             |
|     |       |      |             |
|     |       |      |             |

PRELIMINARY

PLANTING PLAN  
L-170



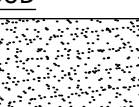
EXISTING LEGEND

| SYMBOLS | LINEWORK               |
|---------|------------------------|
|         | EASEMENT               |
|         | CURB                   |
|         | INTERMEDIATE CONTOUR   |
|         | INDEX CONTOUR          |
|         | SANITARY SEWER LINE    |
|         | GAS LINE               |
|         | WATER LINE             |
|         | UNDERGROUND TELEPHONE  |
|         | UNDERGROUND ELECTRIC   |
|         | OVERHEAD ELECTRIC      |
|         | UNDERGROUND TELEVISION |
|         | OVERHEAD TELEVISION    |
|         | CHAIN LINK FENCE       |
|         | WOOD FENCE             |
|         | BARBED WIRE FENCE      |
|         | RIGHT OF WAY           |
|         | PROPERTY LINE          |
|         | ROAD CENTERLINE        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |

PROPOSED LEGEND

| SYMBOLS | LINEWORK              |
|---------|-----------------------|
|         | EASEMENT              |
|         | CURB                  |
|         | INTERMEDIATE CONTOUR  |
|         | INDEX CONTOUR         |
|         | SANITARY SEWER LINE   |
|         | GAS LINE              |
|         | WATER LINE            |
|         | UNDERGROUND TELEPHONE |
|         | UNDERGROUND ELECTRIC  |
|         | OVERHEAD ELECTRIC     |
|         | FIBER OPTIC           |
|         | CHAIN LINK FENCE      |
|         | WOOD FENCE            |
|         | BARBED WIRE FENCE     |
|         | BUILDING SET BACK     |
|         | RIGHT OF WAY          |
|         | PROPERTY LINE         |
|         | ROAD CENTERLINE       |
|         |                       |
|         |                       |

PLANT SCHEDULE

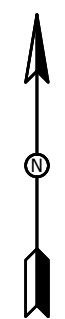
| <u>SYMBOL</u>                                                                         | <u>QTY</u> | <u>BOTANICAL / COMMON NAME</u>                  | <u>CONT</u> |                |
|---------------------------------------------------------------------------------------|------------|-------------------------------------------------|-------------|----------------|
| <u>TREES</u>                                                                          |            |                                                 |             |                |
|  | 10         | QUERCUS SHUMARDII / SHUMARD RED OAK             | 2 1/2" CAL. |                |
| <u>SYMBOL</u>                                                                         | <u>QTY</u> | <u>BOTANICAL / COMMON NAME</u>                  | <u>SIZE</u> | <u>SPACING</u> |
| <u>SOD</u>                                                                            |            |                                                 |             |                |
|  | 10,173 SF  | CYNODON DACTYLON TIF 419 / TIF 419 BERMUDAGRASS | SOLID SOD   |                |

LANDSCAPE REQUIREMENTS

| LOCATION          | BASE CODE REQ.                                                                                                           | PROVIDED                                                       |
|-------------------|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| STREET FRONT YARD | MINIMUM 15% OF THE STREET FRONT YARD MUST BE LANDSCAPED. STREET FRONT YARD SF / 1,000 = 1 SHADE TREE PROVIDED            | 15% MET WITH TURF AND PROPOSED SHADE TREES. TREES PROVIDED = 4 |
| STREET FRONT YARD | 7.5' MINIMUM LANDSCAPE BUFFER                                                                                            | NOT MET DUE TO SIZE OF BUILDING                                |
| EAST PARKING      | 1 TREE PER 10 SPACES = 12 SPACES TOTAL: 2 TREES REQUIRED                                                                 | 2 TREES PROVIDED                                               |
| NORTH PARKING     | PROPOSED SITE IS >2.5 ACRES = NO PARKING SPACE SHALL BE LOCATED MORE THAN 75' FROM A LANDSCAPED AREA. ~2 TREES REQUIRED~ | 2 TREES PROVIDED                                               |
| SOUTH PARKING     | PROPOSED SITE IS >2.5 ACRES = NO PARKING SPACE SHALL BE LOCATED MORE THAN 75' FROM A LANDSCAPED AREA. ~2 TREES REQUIRED~ | 2 TREES PROVIDED                                               |

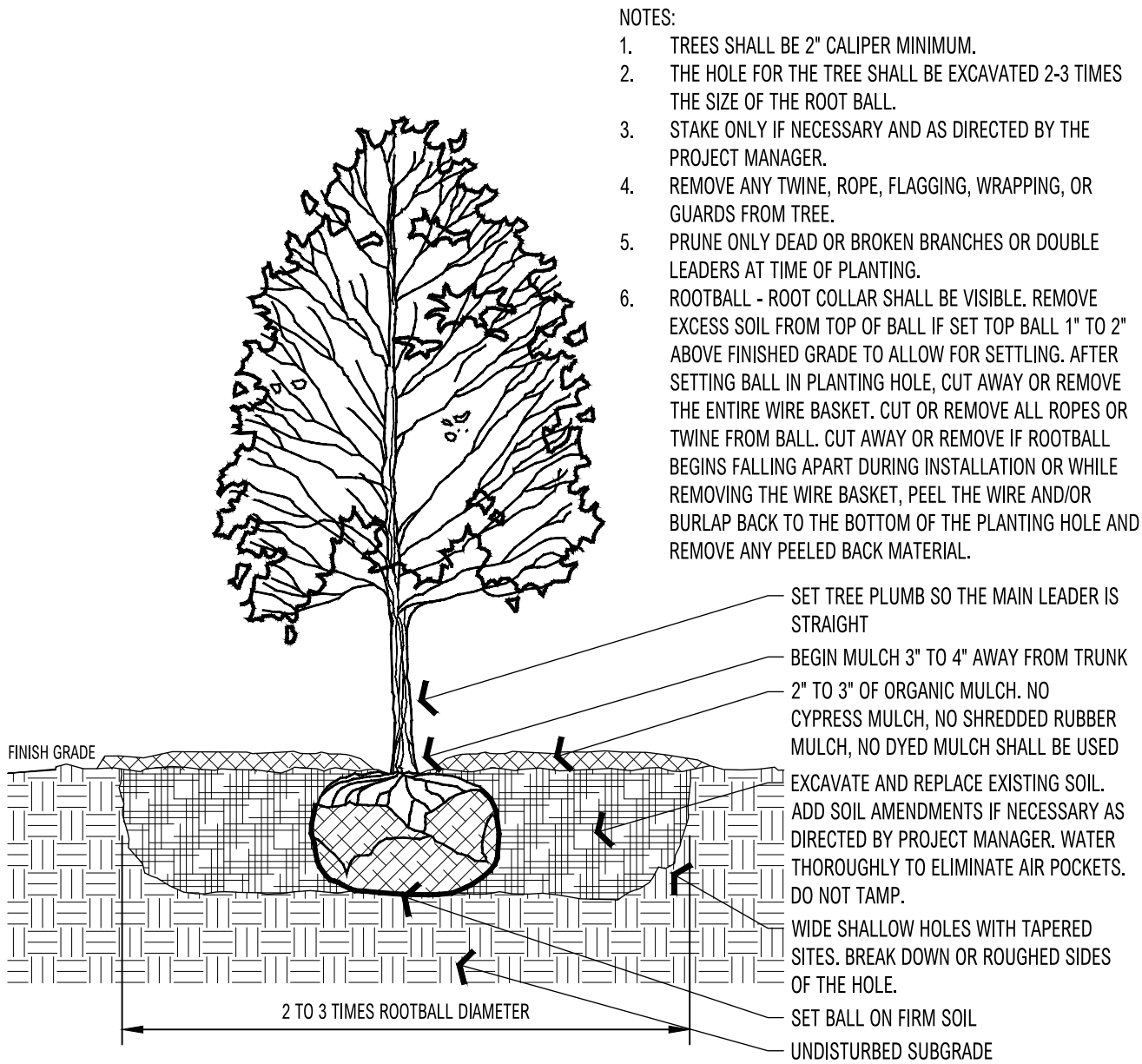
1 PLANTING PLAN  
SCALE: 1"=20'-0"

0 20' 40'





CONTRACT: 15-145-00000 BIRNBAUM/STANLEY CONSTRUCTION DRAWINGS/04/2020 BIRNBAUM/STANLEY 170 PLANTING/PLANTING  
UNITS: 1-500 LAST SAVED: 11/18/2024 4:15:24 PM  
LAST PLOTTED BY: JAE BORN 1/29/2025 2:55:23 PM PLOTTED BY: JAE BORN/NAME COPY ONLY



1 TREE PLANTING DETAIL

3/8" = 1'-0"

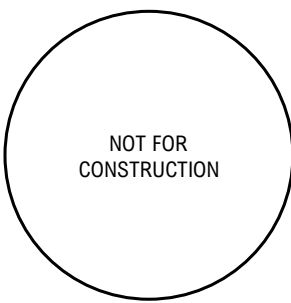
P-PH1-03

## 1 PLANTING DETAILS / NOTES

### GENERAL LANDSCAPE NOTES

1. CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL UTILITIES PRIOR TO STARTING ANY WORK. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ARKANSAS ONE-CALL TO CONFIRM ALL UTILITIES.
2. ALL PLANTS MUST BE HEALTHY, VIGOROUS AND FREE OF PESTS AND DISEASE.
3. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
4. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED ON THE PLANT LIST.
5. ALL TREES SHALL BE 2" MINIMUM CALIPER (OR AS OTHERWISE SHOWN ON PLANS), WITH A SINGLE DOMINATE CENTRAL LEADER. MULTI LEADERED TREES WILL NOT BE ACCEPTABLE WITHOUT PRIOR APPROVAL FROM LANDSCAPE ARCHITECT.
6. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED, UNLESS SPECIFIED OTHERWISE, AND MUST MEET ALL REQUIREMENTS SPECIFIED ON PLANS.
7. ALL TREES AND SHRUBS SHALL BE INSTALLED PER PLANTING DETAILS.
8. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER CONSTRUCTION.
9. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED WITH A 3" LAYER OF ORGANIC HARDWOOD MULCH. MULCH SHALL BE NOT BE PLACED IMMEDIATELY ADJACENT TO TREE TRUNKS, BUT SHALL BE KEPT AT LEAST 3" FROM ROOT COLLAR AT THE SOIL LINE.
10. ALL PROPOSED PLANTING AREAS COVERED BY GRASS SHALL HAVE THE SOD COMPLETELY REMOVED BEFORE PLANTING BEGINS.
11. ALL PLANTING BEDS SHALL BE CONTAINED BY EDGING MATERIAL OTHER THAN VEGETATION.
12. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION AT NO COST TO THE OWNER.
13. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
14. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING MATERIAL (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) IN ALL PLANTING AREAS AND LAWN AREAS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE OWNER.
15. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING ON THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
16. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
17. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE OF ANY LAYOUT DISCREPANCIES PRIOR TO ANY PLANTING. LOCATE ALL UTILITIES AND SITE LIGHTING CONDUITS BEFORE CONSTRUCTION BEGINS.
18. ALL DISTURBED AREAS SHALL BE SEEDED WITH A GRASS SEED MIX CONSISTING OF 70% TURF TYPE FESCUE, 20% PERENNIAL RYE, AND 10% BERBERIS GRASS AT 5 POUNDS PER 1,000 SQUARE FEET.
19. ALL AREAS TO BE SEEDED SHALL RECEIVE 4" OF TOPSOIL AND BE GRADED PER THE GRADING PLAN.
20. PLANTS ARE REQUIRED TO BE WATERED EITHER BY HAND OR BY TEMPORARY ABOVE GROUND IRRIGATION.
21. THE CONTRACTOR IS RESPONSIBLE FOR THE ONGOING MAINTENANCE OF REQUIRED LANDSCAPING.
22. LANDSCAPING THAT DIES OR IS DAMAGED SHALL BE REMOVED AND REPLACED BY THE CURRENT OWNER OF THE PROPERTY. THE OWNER SHALL HAVE 60 DAYS FROM THE RECEIPT OF WRITTEN NOTICE ISSUED BY OWNER TO REMOVE AND REPLACE ANY REQUIRED LANDSCAPING THAT DIES OR IS DAMAGED.
23. IDEALLY, PLANT MATERIAL IS INSTALLED AFTER THE FIRST FROST, BUT BEFORE JULY 1ST, THEN AFTER OCTOBER 1ST UNTIL DEC. 30. CONFIRM PLANTING TIMELINE WITH LANDSCAPE ARCHITECT PRIOR TO ORDERING OR SCHEDULING DELIVERIES.

COPYRIGHT 2026 PRISM DESIGN STUDIO



THIS DRAWING IS THE PROPERTY OF THE ABOVE REFERENCED PROFESSIONAL AND IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT AND SITE NAMED HEREIN, AND CANNOT BE REPRODUCED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN PERMISSION FROM THE PROFESSIONAL.



## BIXBY MINI STORAGE

7865 E 126TH S  
BIXBY, OK 74008

PROJECT INFORMATION  
PROJECT NUMBER: 26606200  
DATE ISSUED: 08/06/2026

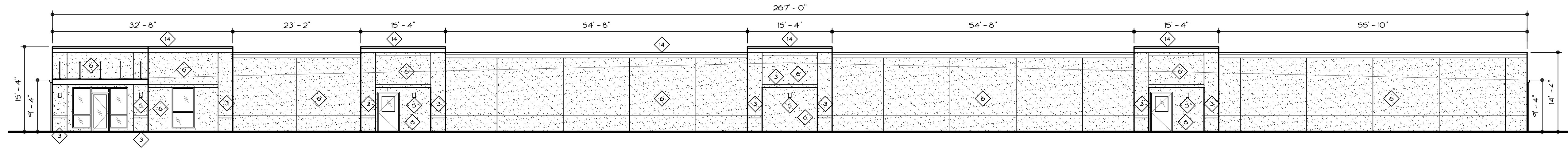
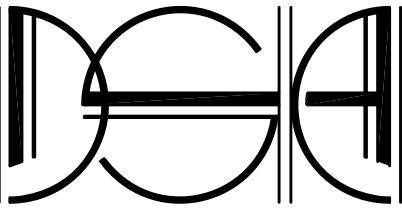
### REVISIONS

| TAG | REV-X | DATE | DESCRIPTION |
|-----|-------|------|-------------|
|     |       |      |             |
|     |       |      |             |
|     |       |      |             |
|     |       |      |             |
|     |       |      |             |
|     |       |      |             |
|     |       |      |             |
|     |       |      |             |
|     |       |      |             |

PRELIMINARY

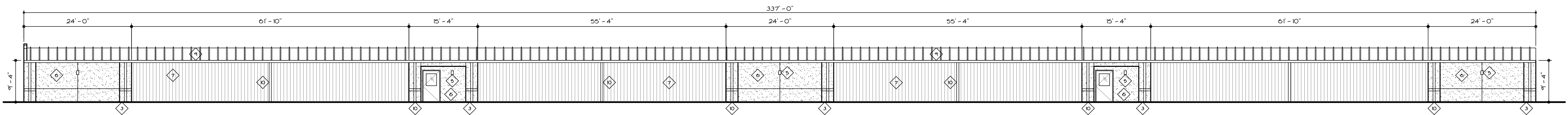
PLANTING DETAILS /  
NOTES  
**L-500**





**EAST ELEVATION**

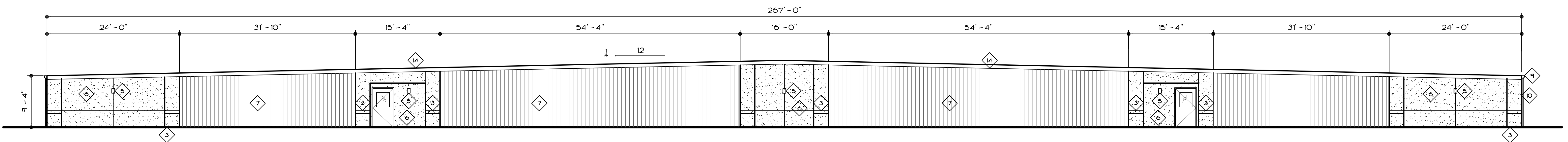
3/32"x1'-0"



**NORTH ELEVATION**

3/32"x1'-0"

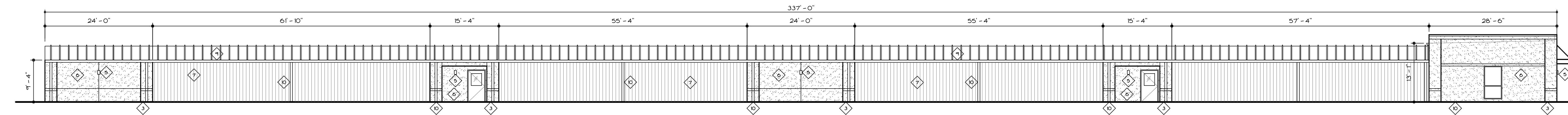
3,145  
3145 X 30% = 943.5  
ENTRY 143 X 2 = 286  
ACCENT 224 X 3 = 672  
672 + 286 = 958  
958 > 943.5



**WEST ELEVATION**

3/32"x1'-0"

2,863  
2863 X 30% = 859  
ENTRY 163 X 2 = 326  
ACCENT 230 X 2 = 460 + 192 = 652  
652 + 326 = 978  
978 > 859



**SOUTH ELEVATION**

3/32"x1'-0"

3,145  
3145 X 30% = 943.5  
ENTRY 143 X 2 = 286  
SIDE ENTRY = 427  
ACCENT 224 X 2 = 448  
286 + 427 + 448 = 1160  
1160 > 943.5

**BIXBY SELF STORAGE**  
NEW SELF-STORAGE FACILITY  
7805 E 126TH STREET SOUTH  
BIXBY, OKLAHOMA 74008

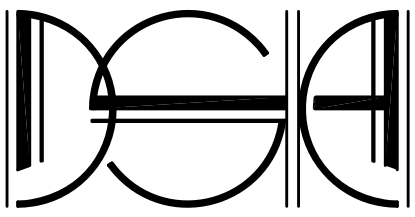
**D S A A R C H I T E C T S**  
72 MILL ST. - GAHANNA, OH 43230 T: 614.840.0986  
WWW.DSAARCHITECTSINC.COM F: 614.840.0989

THESE DRAWINGS ARE THE PROPERTY OF DSA ARCHITECTS INC. AND MAY NOT BE REPRODUCED, ALTERED, OR CHANGED WITHOUT THE EXPRESSED WRITTEN CONSENT OF DSA ARCHITECTS INC.

| OWNER TYPE | SHEET NO.  |
|------------|------------|
| P          | 1          |
| COMM. NO.  | DATE       |
| 26147      | 08/24/2020 |

**BIXBY- PRELIMINARY EXTERIOR ELEVATIONS**



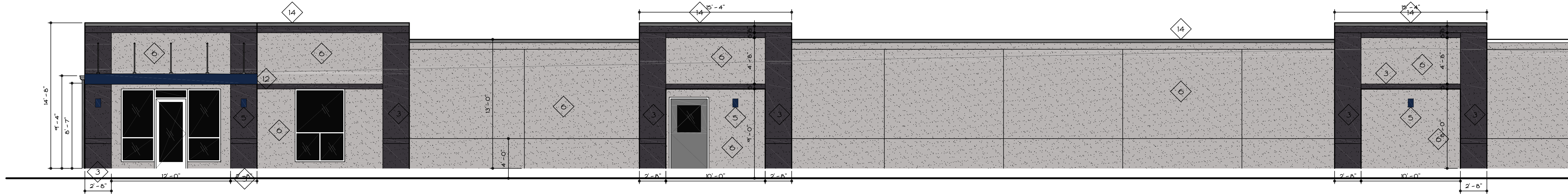


**BIXBY SELF STORAGE**  
NEW SELF-STORAGE FACILITY  
7805 E 126TH STREET SOUTH  
BIXBY, OKLAHOMA 74008

**D S A A R C H I T E C T S**  
72 MILL ST. - GAHANNA, OH 43230 T: 614.840.0986  
WWW.DSAARCHITECTSINC.COM F: 614.840.0989

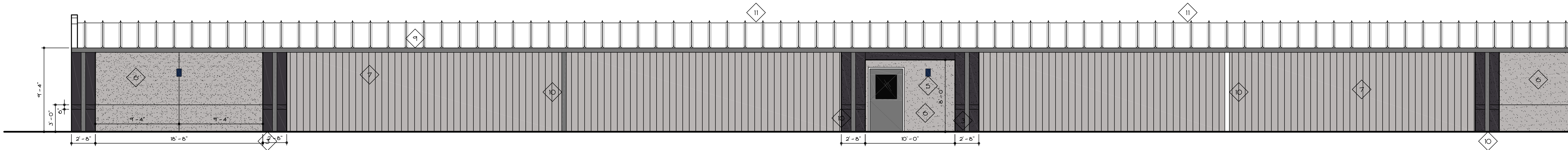
THESE DRAWINGS ARE THE PROPERTY OF DSA ARCHITECTS INC. AND MAY NOT BE REPRODUCED, ALTERED, OR CHANGED WITHOUT THE EXPRESSED WRITTEN CONSENT OF DSA ARCHITECTS INC.

|           |            |
|-----------|------------|
| DWG. TYPE | SHEET NO.  |
| P         | 20         |
| COMM. NO. | DATE       |
| 26147     | 08/24/2026 |



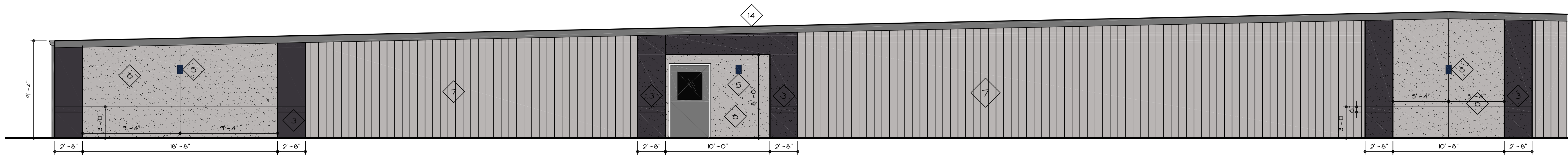
EAST ELEVATION

1/8"=1'-0"



NORTH ELEVATION

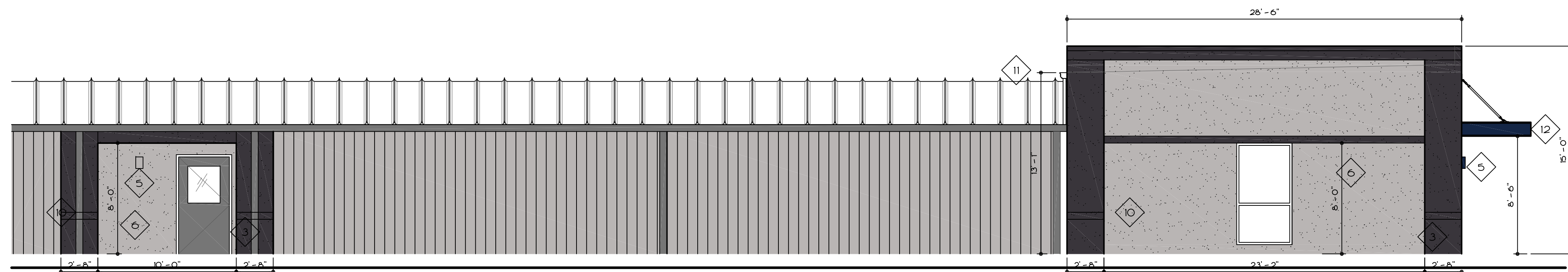
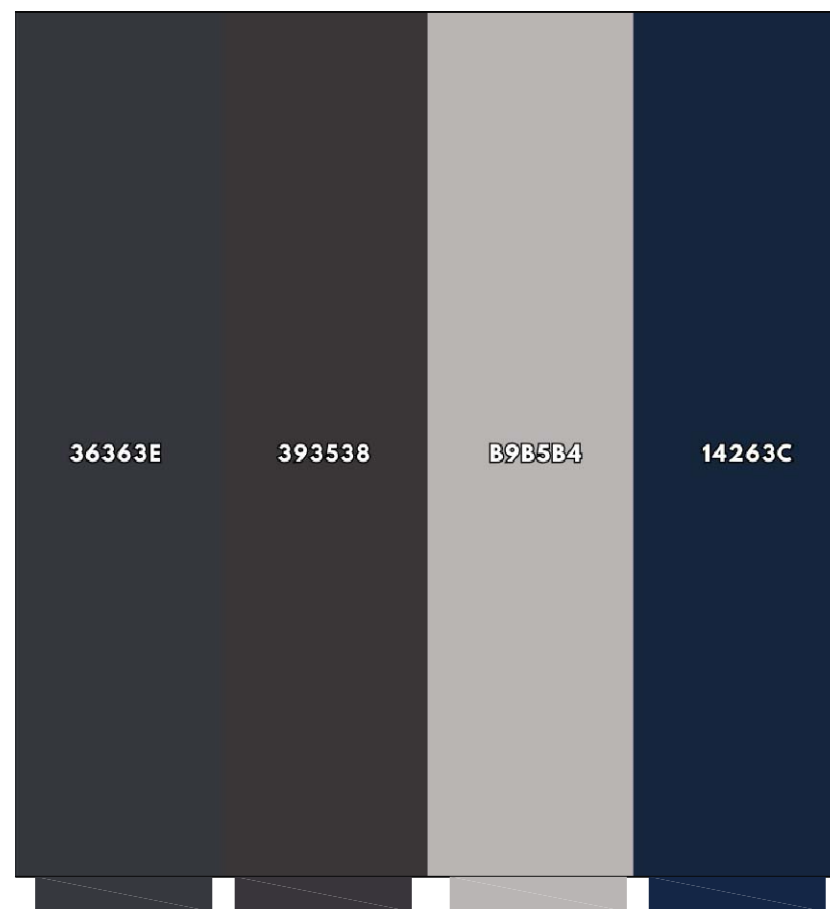
1/8"=1'-0"



WEST ELEVATION

1/8"=1'-0"

| ◆  | ELEVATION<br>CODED NOTES                                                  | ◆ |
|----|---------------------------------------------------------------------------|---|
| 1  | NOT USED                                                                  |   |
| 2  | EF15 36363E                                                               |   |
| 3  | EF15 393538                                                               |   |
| 4  | 64"x64" ALUM. STOREFRONT GLASS W/ BLACK FILM                              |   |
| 5  | EXTERIOR LIGHTING VERIFY DESIGN AND LOCATIONS W/<br>OWNER AND ELECTRICIAN |   |
| 6  | EF15 B9B5B4                                                               |   |
| 7  | VERTICAL PANEL B9B5B4                                                     |   |
| 8  | HORIZ. PANEL B9B5B4                                                       |   |
| 9  | 8"x8" PREFINISHED STEEL GUTTER                                            |   |
| 10 | 6"x6" PREFINISHED STEEL DOWNSPOUT                                         |   |
| 11 | STANDING SEAM METAL ROOF                                                  |   |
| 12 | BREAK METAL 14263C AWNING                                                 |   |
| 13 | 1/4" 1/2" SLOPED ROOF BEYOND                                              |   |
| 14 | METAL FLASHING 25252D                                                     |   |



SOUTH ELEVATION

1/8"=1'-0"

**BIXBY- PRELIMINARY EXTERIOR ELEVATIONS**







# Regular Agenda Item Commentary

**Item Title**

Discussion and review of Site Plan Case No. BXSP-26.08 for Breaks Plus, a proposed commercial development on approximately 1.31 acres, located at the southwest corner of East 115th Street and South Memorial Drive, Bixby, Oklahoma.

**Initiator****Staff Information Source****Background****Exhibits**

1. Site Plan Attachments\_26-08-14
2. Brakes Plus Site Plan

**Key Issue****Council Action****Recommendation****Item No: 2.****Meeting Date**

September 2, 2026

**Meeting**

20260902 Technical Advisory Committee Agenda



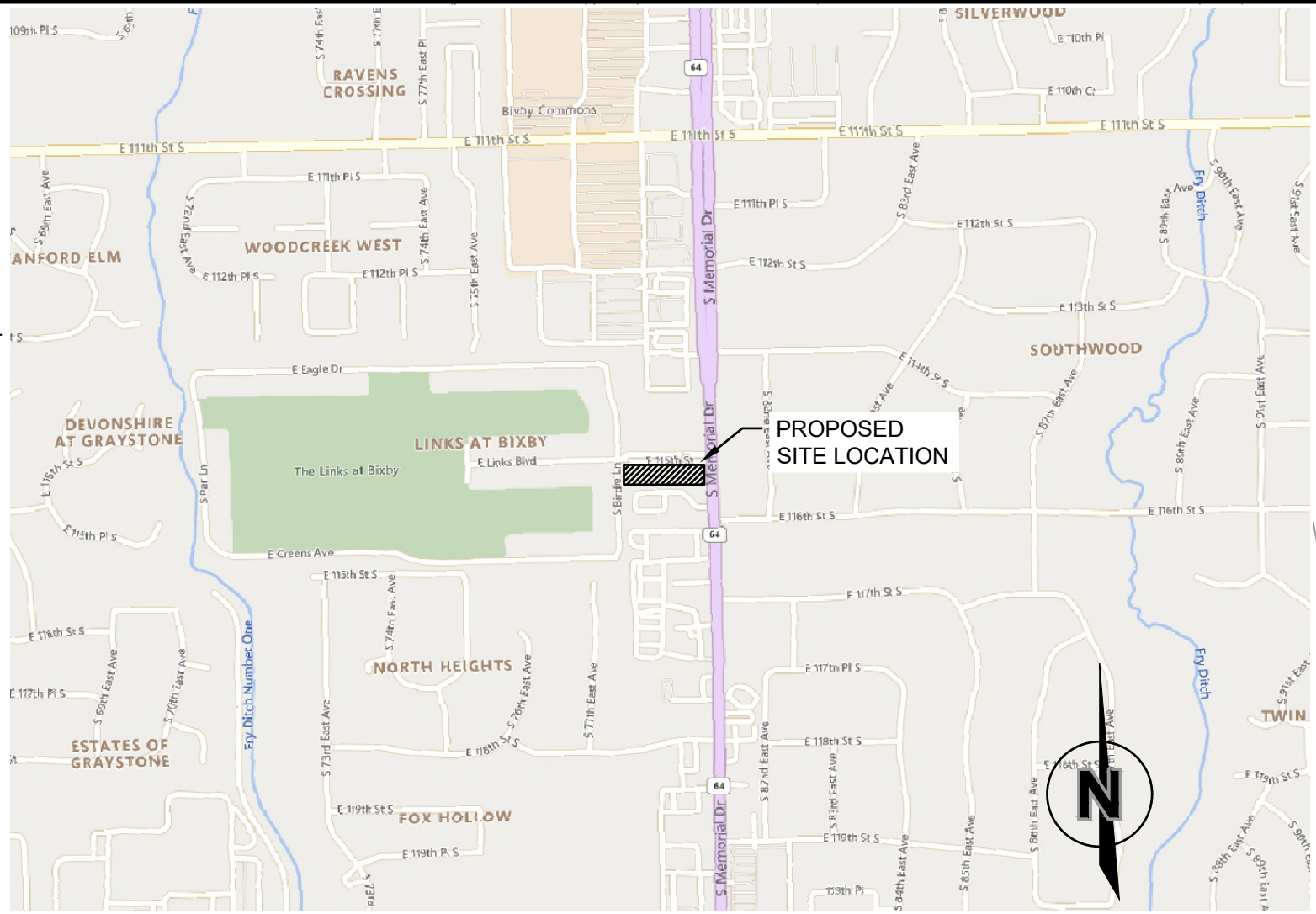
## LEGAL DESCRIPTION

S BIRDIE LANE

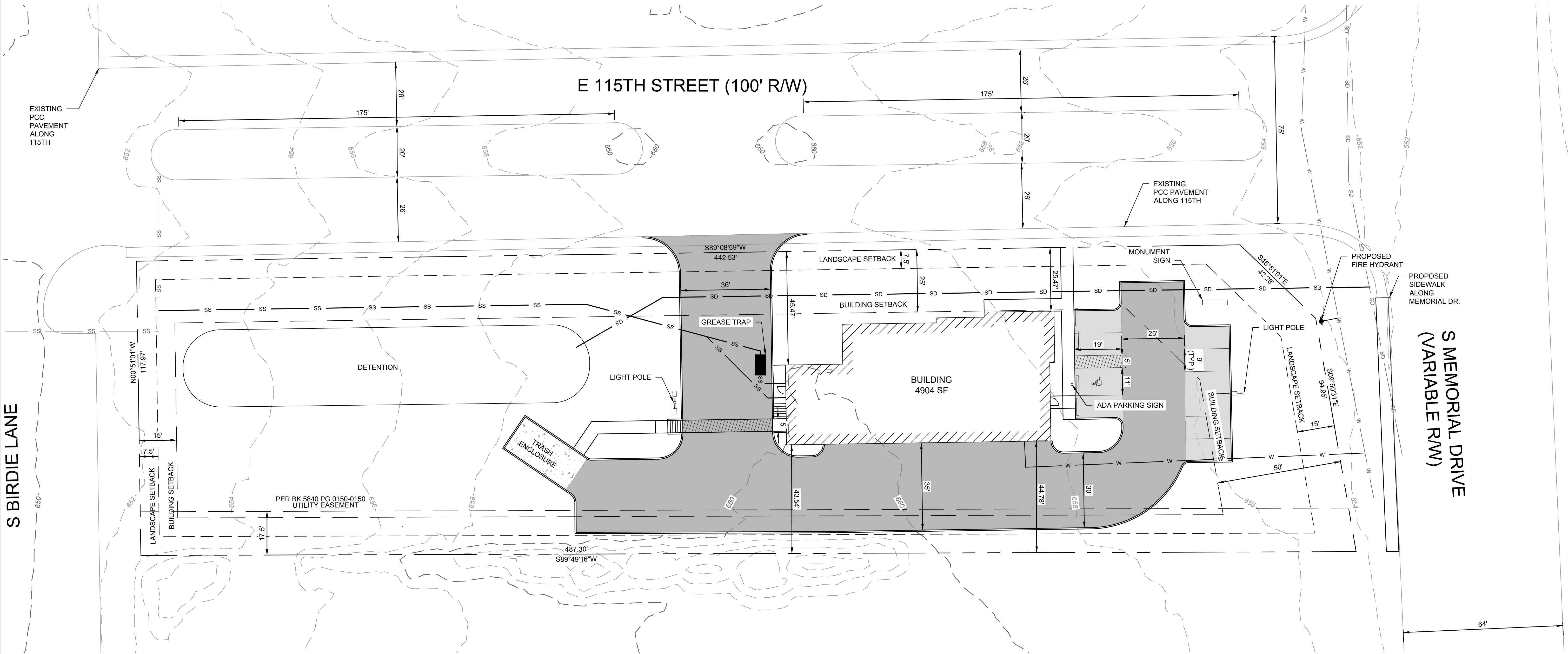
MIN: 1 PER 600 SF (8 STALLS)  
MAX: 115% MIN (10 STALLS)

BELOW:  
MAP NUMBER: 40143C0432M;  
EFFECTIVE DATE: SEPTEMBER 12, 2024

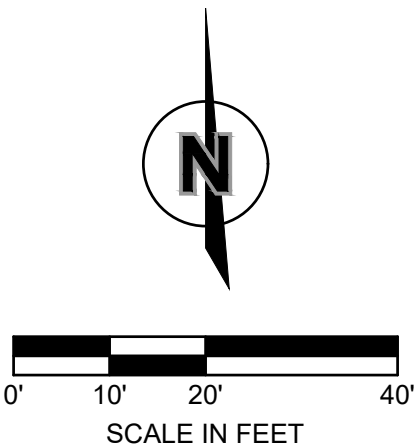
|                                                                                     |                                       |
|-------------------------------------------------------------------------------------|---------------------------------------|
|   | PARKING STALL COUNT                   |
|  | PROPERTY LINE                         |
|  | PROPOSED BUILDING OUTLINE             |
|  | INTEGRAL 6" PCC CURB                  |
|  | PROPOSED DRIVE AISLE PCC PAVEMENT     |
|  | PROPOSED PARKING STALL PCC PAVEMENT   |
|  | PROPOSED HEAVY VEHICLE PCC PAVEMENT   |
|  | PROPOSED TRASH ENCLOSURE PCC PAVEMENT |
|  | PROPOSED RIP RAP                      |
|  | PROPOSED SOD GRASS                    |



SCALE: 1"=1000'  
SECTION 35, TOWNSHIP 18 NORTH,  
RANGE 13 EAST, INDIAN PRINCIPAL MERIDIAN



IMPERVIOUS AREA CALCULATION  
TOTAL SITE AREA: 57,063.6 SQ FT  
IMPERVIOUS SITE AREA: 20,685.64 SQ FT = 36.25% OF TOTAL SITE AREA

[illegible]

|                          |      |
|--------------------------|------|
| SITE PLAN                |      |
| BRAKES PLUS<br>BIXBY, OK |      |
| BIXBY, OK                | 2026 |

drawn by: TRH  
designed by: CLS  
project no.: 026-04043  
date: 08.14.2026

SHEET  
SP-01

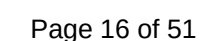


NOT FOR  
CONSTRUCTION

[illegible]

|                          |           |
|--------------------------|-----------|
| LANDSCAPE CONCEPT PLAN   |           |
| BRAKES PLUS<br>BIXBY, OK |           |
|                          | BIXBY, OK |

SHEET  
LS-01





KEYNOTES

1. SMOOTH FACE CONCRETE BLOCK BY BEST BLOCK  
COLOR: 739 MEDIUM BROWN - PROVIDE INTEGRAL WATER REPELLANT

2. EIFS - INTEGRAL COLOR TO MATCH SHERWIN WILLIAM #2835 CRAFTSMAN

3. EIFS - INTEGRAL COLOR TO MATCH SHERWIN WILLIAMS #2834  
BIRDSEYE MAPLE

4. EIFS - INTEGRAL COLOR TO MATCH SHERWIN WILLIAMS #6105  
DIVINE WHITE

5. METAL MAN DOOR. PAINT TO MATCH MASONRY

6. ALUMINUM/GLASS STOREFRONT  
CLEAR ANODIZED ALUMINUM

7. ALUMINUM SECTIONAL OVERHEAD DOORS  
CLEAR ANODIZED ALUMINUM

8. ILLUMINATED SIGNAGE (UNDER SEPARATE PERMIT)

9. PRE-FINISHED METAL CAP FLASHING PREFINISHED TO  
MATCH FINISH ANODIZED STOREFRONT FRAMING

10. NOT USED.

11. DECORATIVE LIGHT FIXTURE.

12. NOT USED

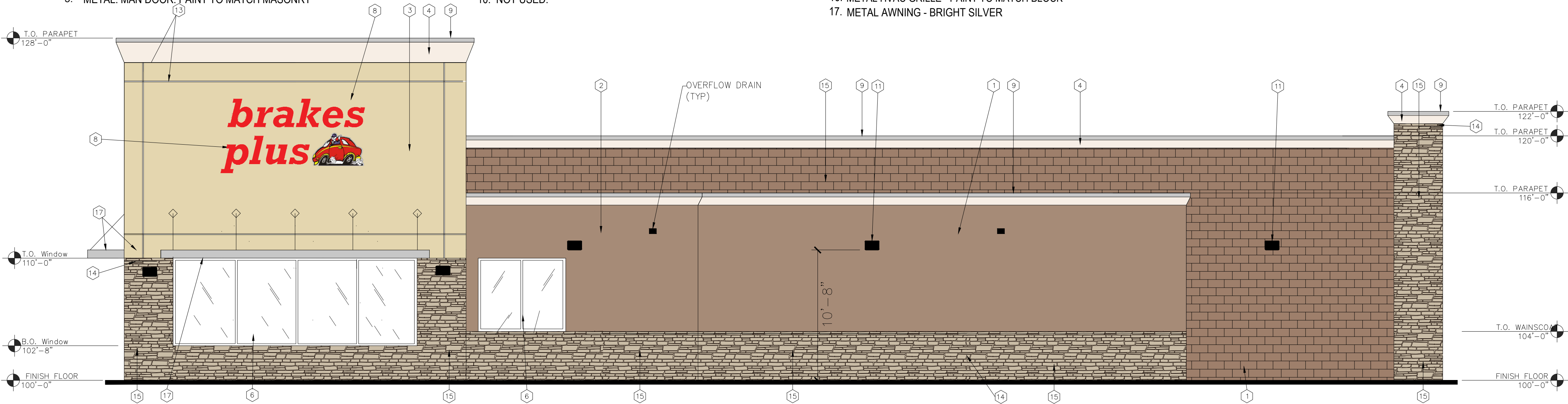
13. 1 1/2" X 3/4" REVEAL

14. WATER SILL - FAUX STONE - CULTURED STONE - WHITE OAK COUNTRY  
LEDGESTONE CV-20046

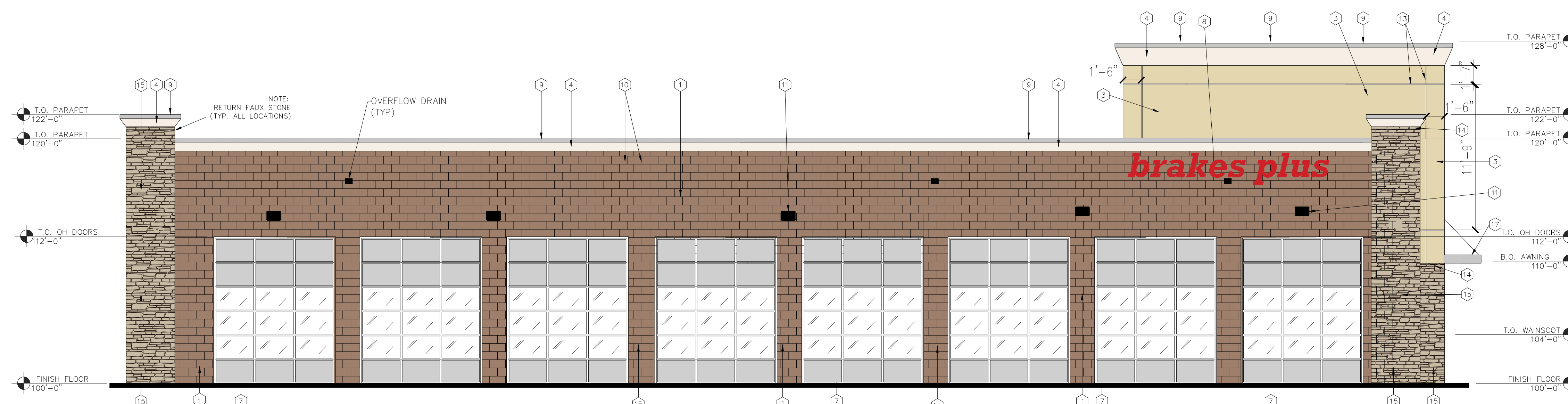
15. FAUX STONE - CULTURED STONE - WHITE OAK COUNTRY LEDGESTONE  
CV-20046

16. METAL HVAC GRILLE - PAINT TO MATCH BLOCK

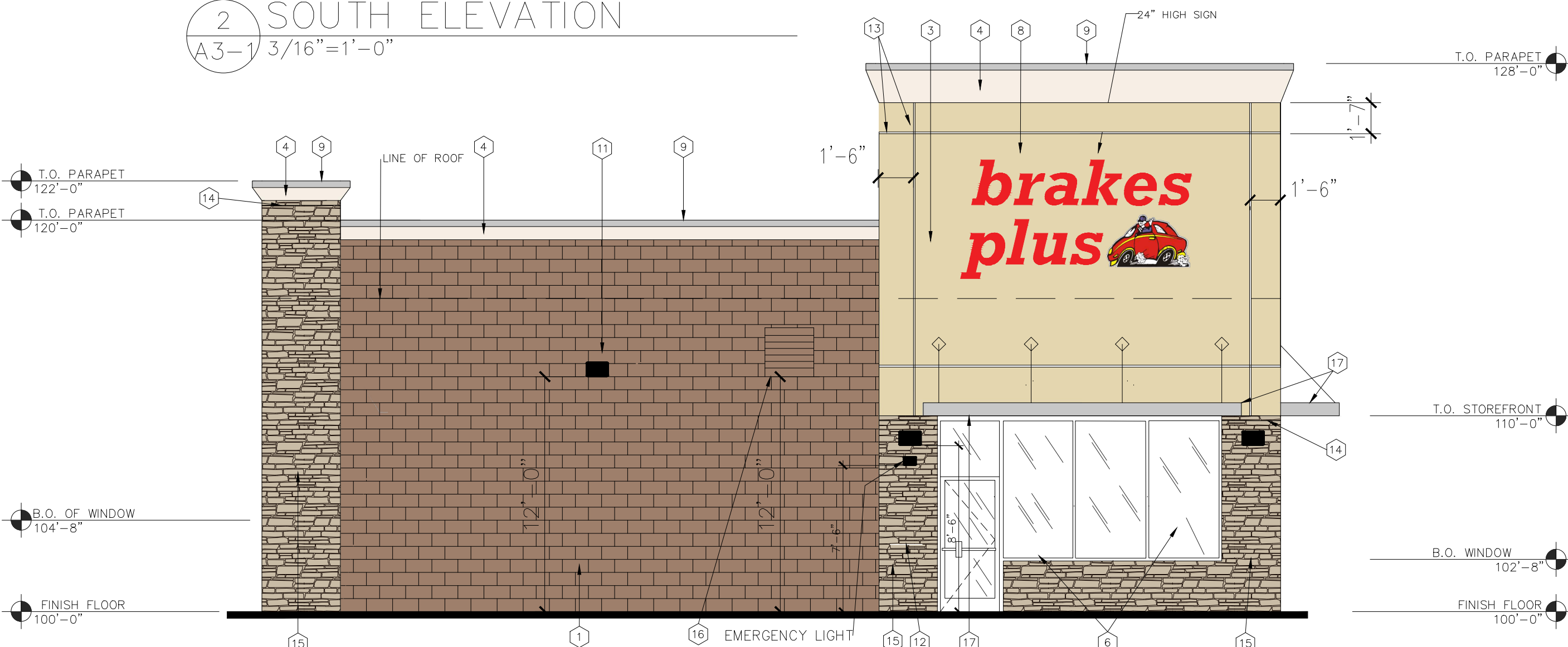
17. METAL AWNING - BRIGHT SILVER



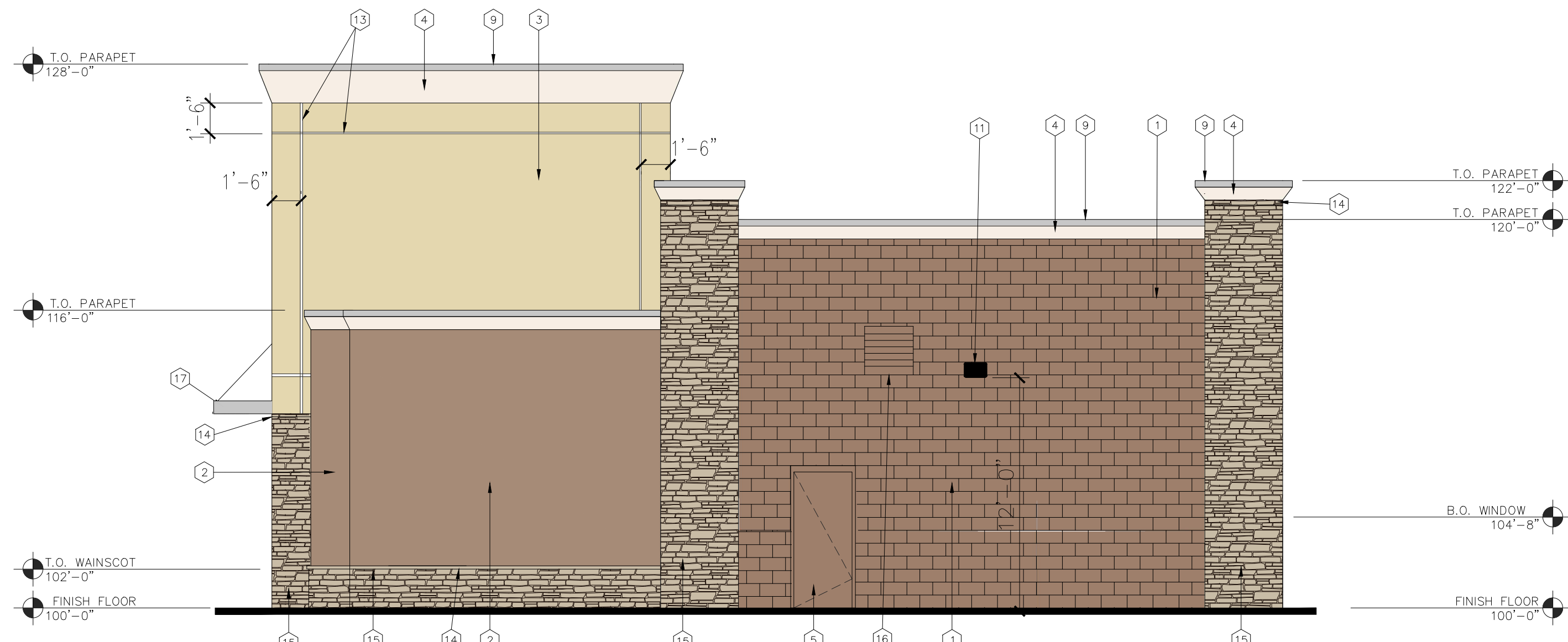
1 NORTH ELEVATION  
A3-1 1/32"=1'-0"



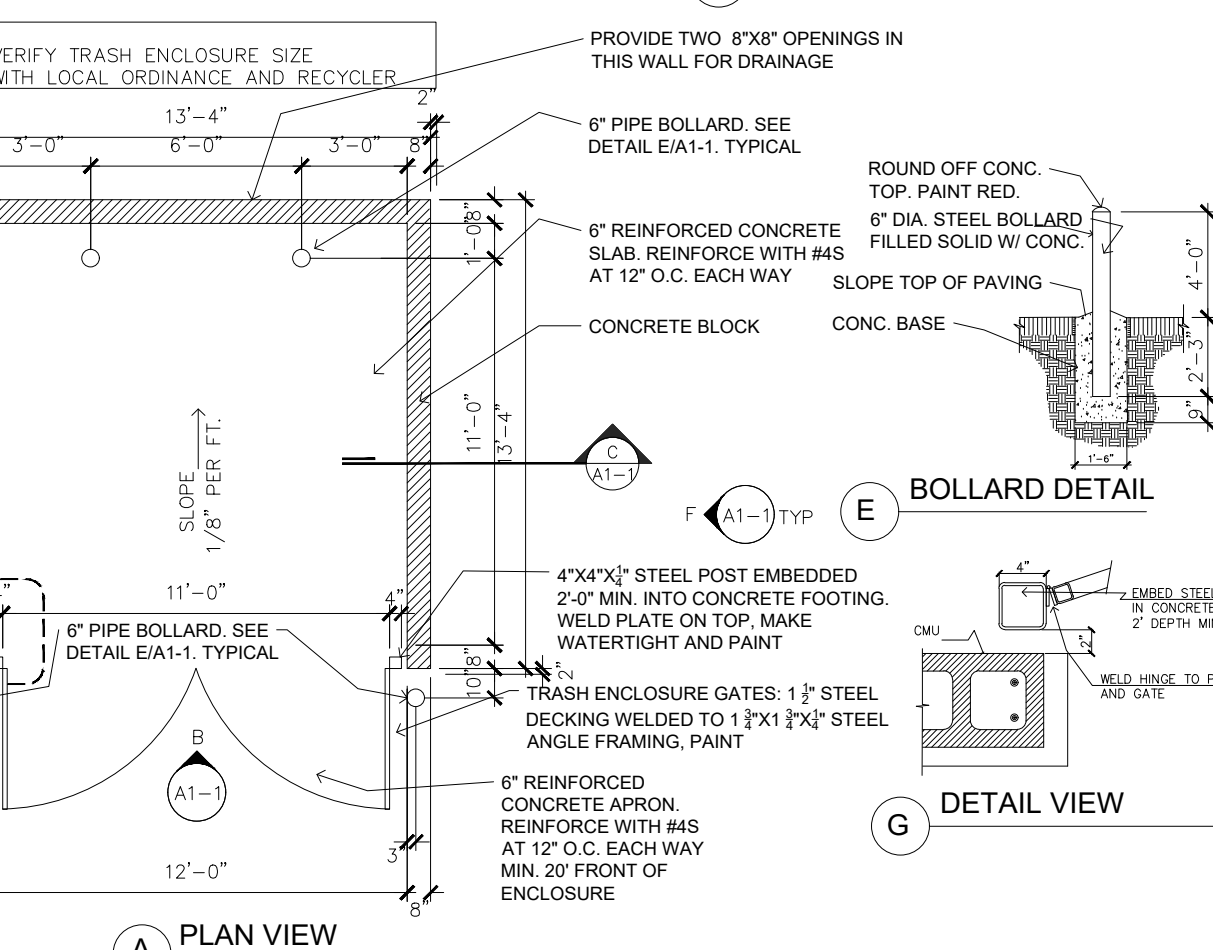
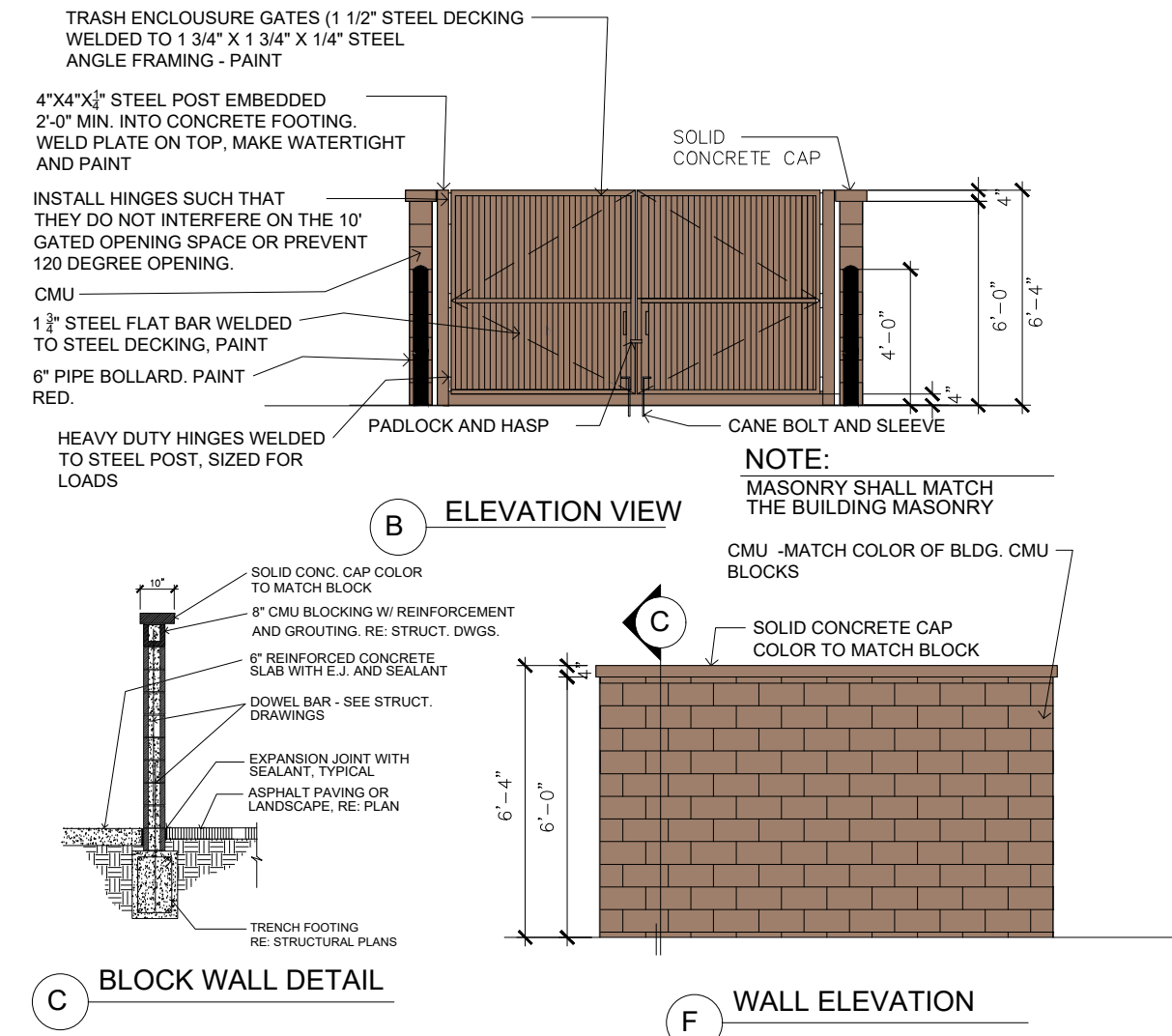
2 SOUTH ELEVATION  
A3-1 1/32"=1'-0"



3 EAST ELEVATION  
A3-1 1/32"=1'-0"



4 WEST ELEVATION  
A3-1 1/32"=1'-0"

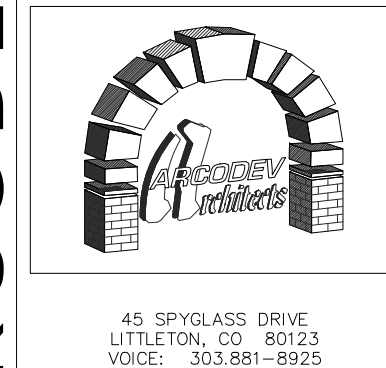


BRAKES PLUS  
BIXBY, OKLAHOMA

ARCHITECT OF RECORD

| REVISION | DATE | COMMENTS |
|----------|------|----------|
|          |      |          |
|          |      |          |
|          |      |          |
|          |      |          |
|          |      |          |
|          |      |          |
|          |      |          |
|          |      |          |
|          |      |          |

ARC CODEV JOB #:  
CLIENT JOB #:  
DRAWN BY: NLH  
CHECKED BY: NLH  
DATE OF ISSUE: 07.10.26

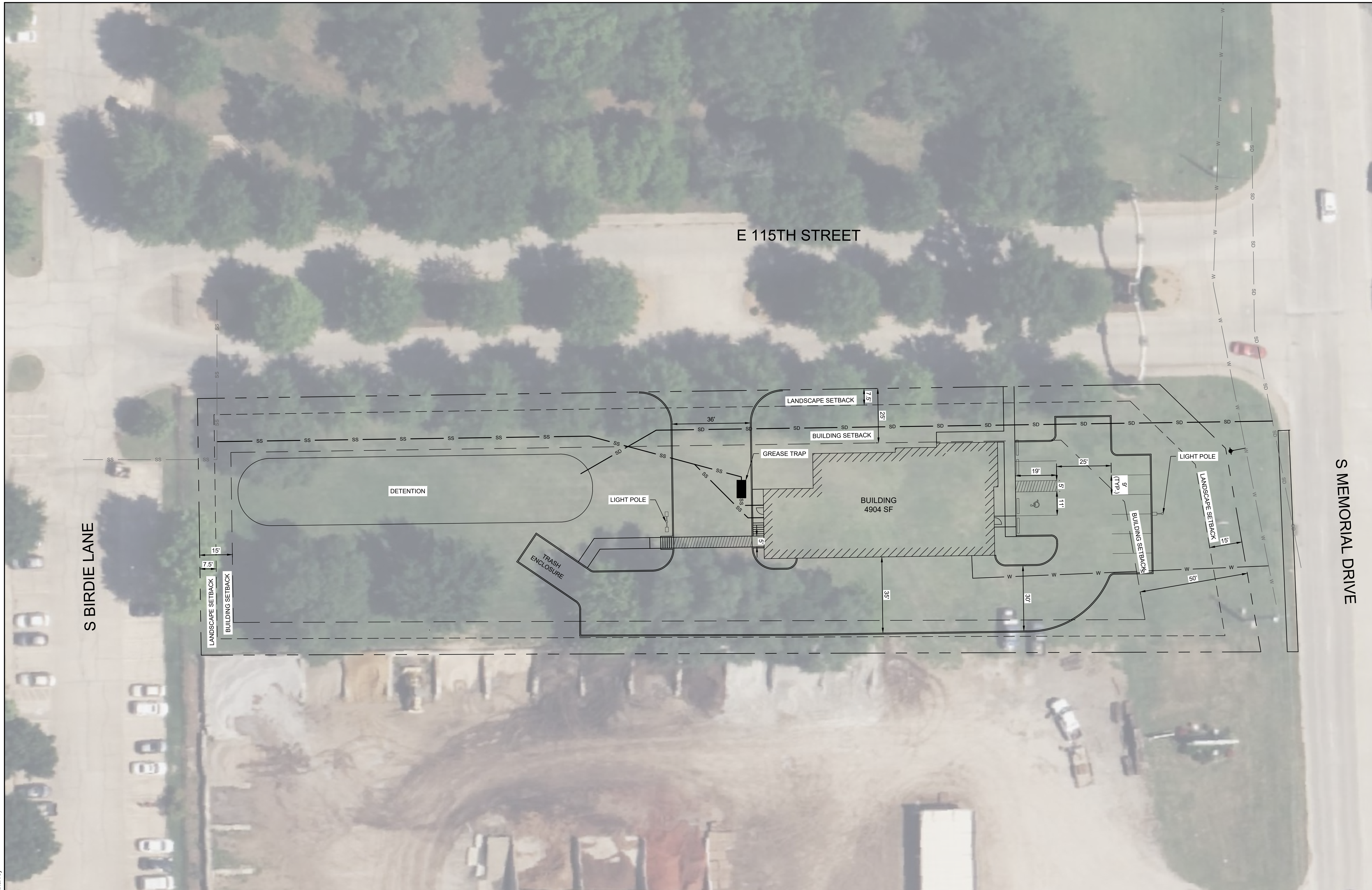


45 SPYGLASS DRIVE  
LITTLETON, CO 80123  
VOICE: 303.881-8925

A3-1

EXTERIOR ELEVATIONS



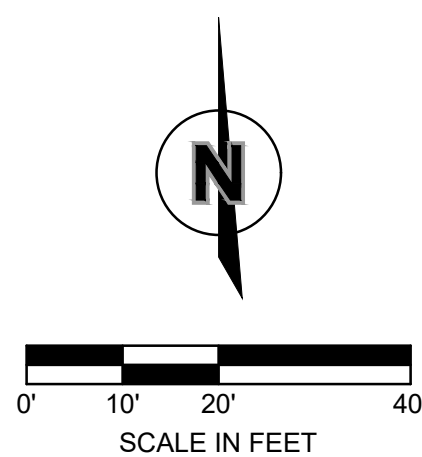


## SITE DATA

ZONING: CS COMMERCIAL  
USE: ALLOWED BY SUP

PARKING:

MIN: 1 PER 600 SF (8 STALLS)  
MAX: 115% MIN (10 STALLS)



## CONCEPT PLAN

**BRAKES PLUS  
BIXBY, OK**

BIXBY, OK

drawn by: \_\_\_\_\_ TRH  
designed by: \_\_\_\_\_ TRH  
project no.: \_\_\_\_\_ 024-04043  
date: \_\_\_\_\_ 07.30.2026

SHEET  
1 of 1

[illegible]

NOT FOR  
CONSTRUCTION

11600 Broadway Extension  
Suite 300  
Oklahoma City, OK 73114  
olsson.com  
TEL 405.242.6600  
FAX 405.242.6601  
Olsson - Engineering  
Oklahoma COA #2483

**olsson®**









SOUTHVIEW MORTGAGE DRIVE



| CALCULATION SUMMARY |       |      |     |     |         |         |
|---------------------|-------|------|-----|-----|---------|---------|
| LABEL               | UNITS | AVG  | MAX | MIN | AVG/MIN | MAX/MIN |
| OVERALL             | Fc    | 0.25 | 6.6 | 0.0 | N.A.    | N.A.    |
| PROPERTY LINE       | Fc    | 0.00 | 0.0 | 0.0 | N.A.    | N.A.    |
| PARK & DRIVE        | Fc    | 1.19 | 3.7 | 0.2 | 5.95    | 18.50   |

A sheet of paper with a header 'SHEET' and a large title 'PH1-1' followed by 'PHOTOMETRIC PLAN'.







KEYNOTES

1. SMOOTH FACE CONCRETE BLOCK BY BEST BLOCK  
COLOR: 739 MEDIUM BROWN - PROVIDE INTEGRAL WATER REPELLANT

2. EIFS - INTEGRAL COLOR TO MATCH SHERWIN WILLIAM #2835 CRAFTSMAN

3. EIFS - INTEGRAL COLOR TO MATCH SHERWIN WILLIAMS #2834  
BIRDSEYE MAPLE

4. EIFS - INTEGRAL COLOR TO MATCH SHERWIN WILLIAMS #6105  
DIVINE WHITE

5. METAL MAN DOOR. PAINT TO MATCH MASONRY
6. ALUMINUM/GLASS STOREFRONT  
CLEAR ANODIZED ALUMINUM

7. ALUMINUM SECTIONAL OVERHEAD DOORS  
CLEAR ANODIZED ALUMINUM

8. ILLUMINATED SIGNAGE (UNDER SEPARATE PERMIT)

9. PRE-FINISHED METAL CAP FLASHING PREFINISHED TO  
MATCH FINISH ANODIZED STOREFRONT FRAMING

10. NOT USED.
11. DECORATIVE LIGHT FIXTURE.

12. NOT USED

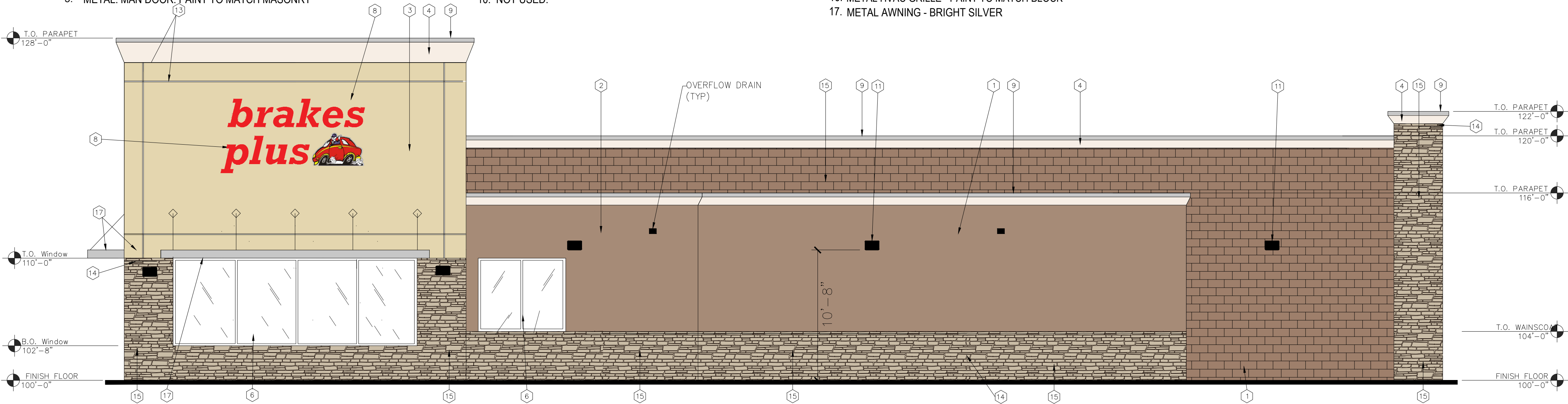
13. 1 1/2" X 3/4" REVEAL

14. WATER SILL - FAUX STONE - CULTURED STONE - WHITE OAK COUNTRY  
LEDGESTONE CV-20046

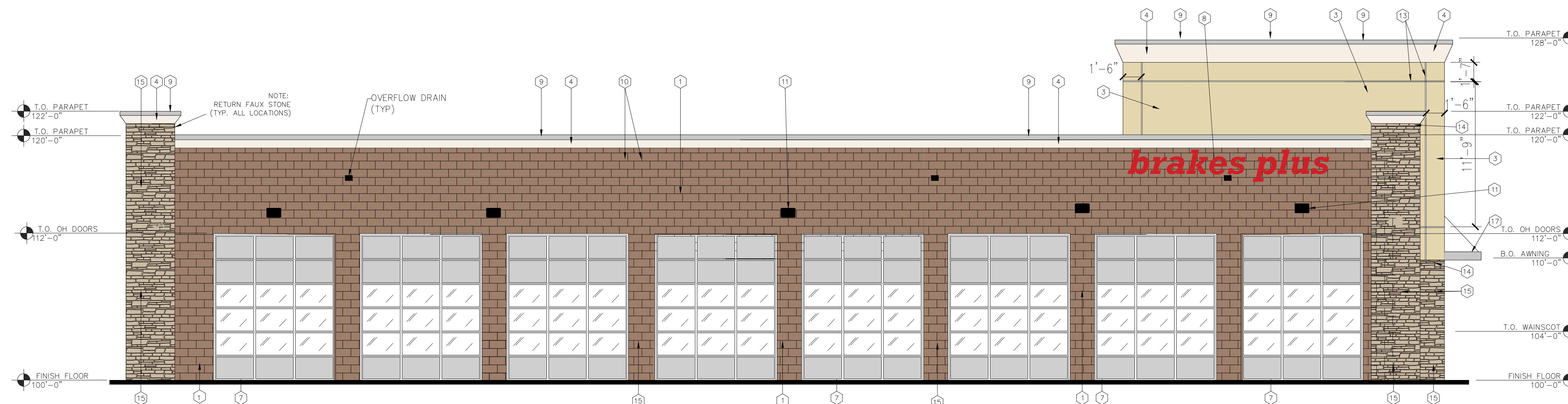
15. FAUX STONE - CULTURED STONE - WHITE OAK COUNTRY LEDGESTONE  
CV-20046

16. METAL HVAC GRILLE - PAINT TO MATCH BLOCK

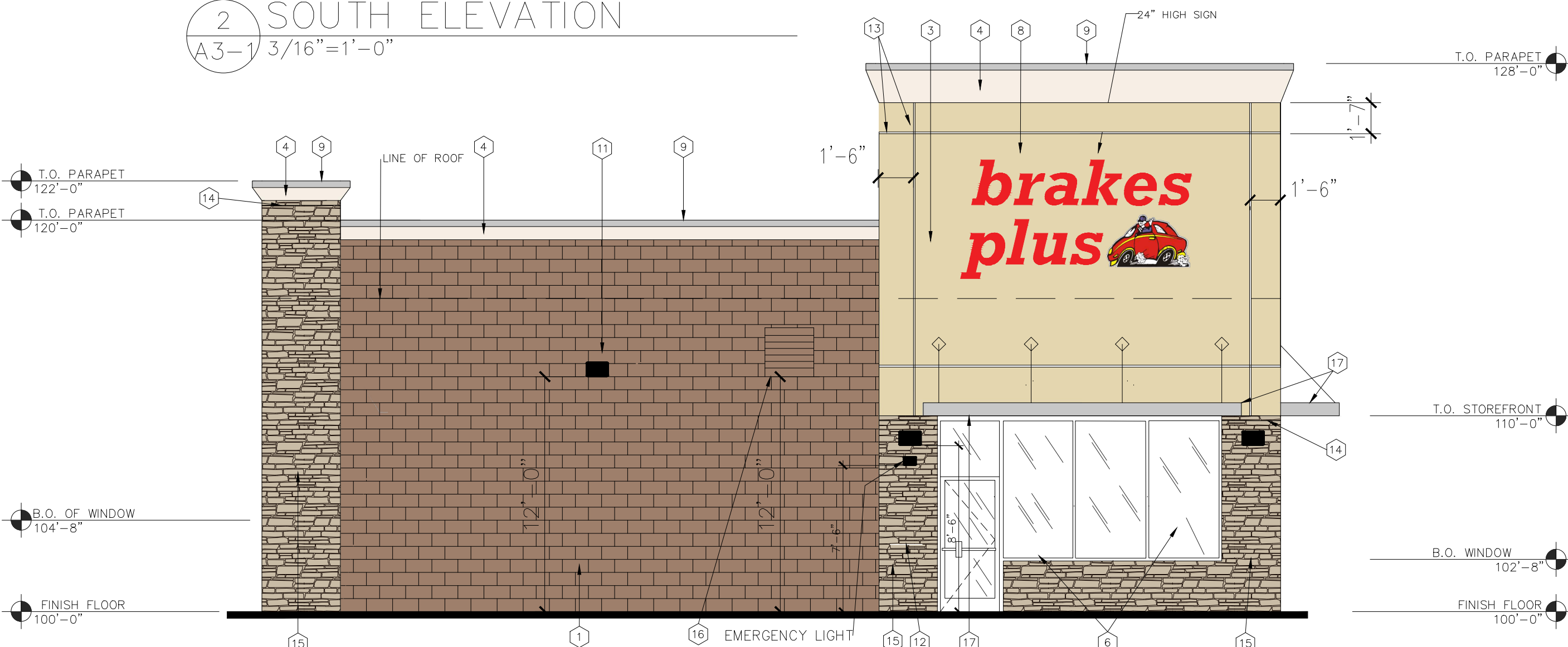
17. METAL AWNING - BRIGHT SILVER



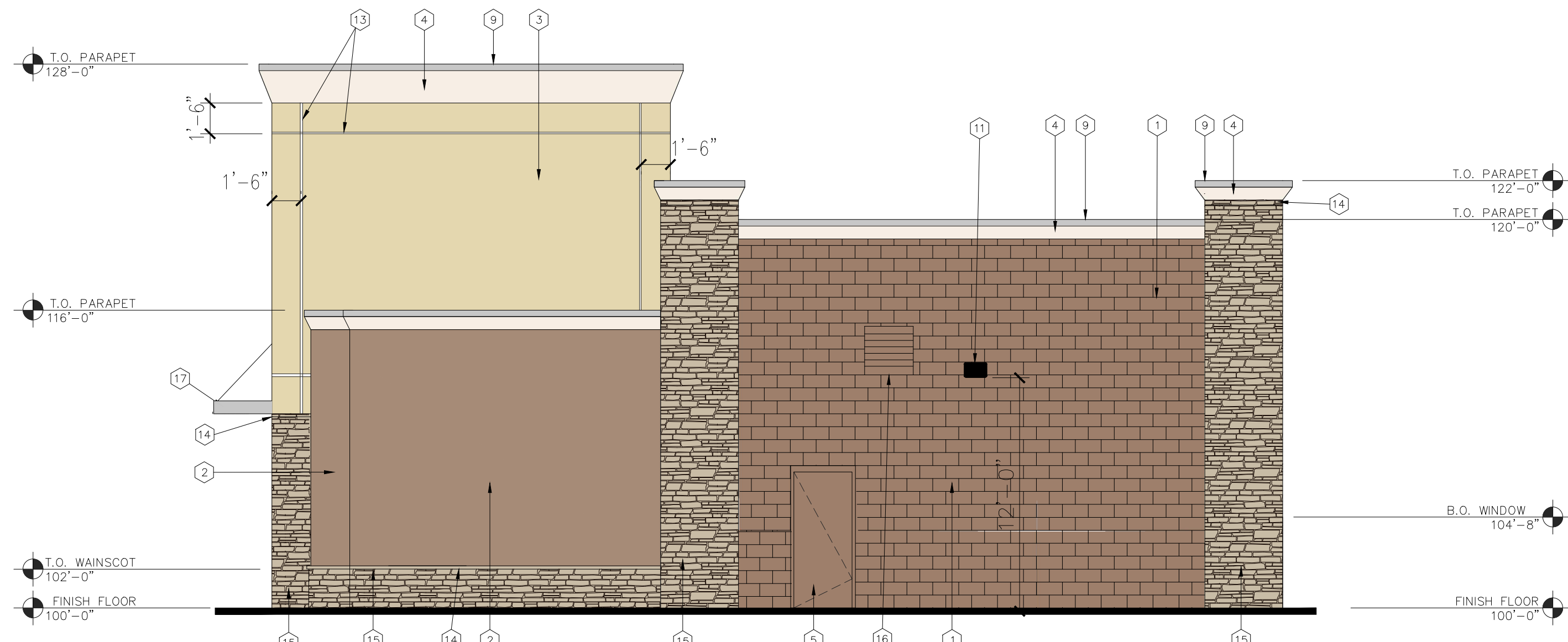
1 NORTH ELEVATION  
A3-1 3/16"=1'-0"



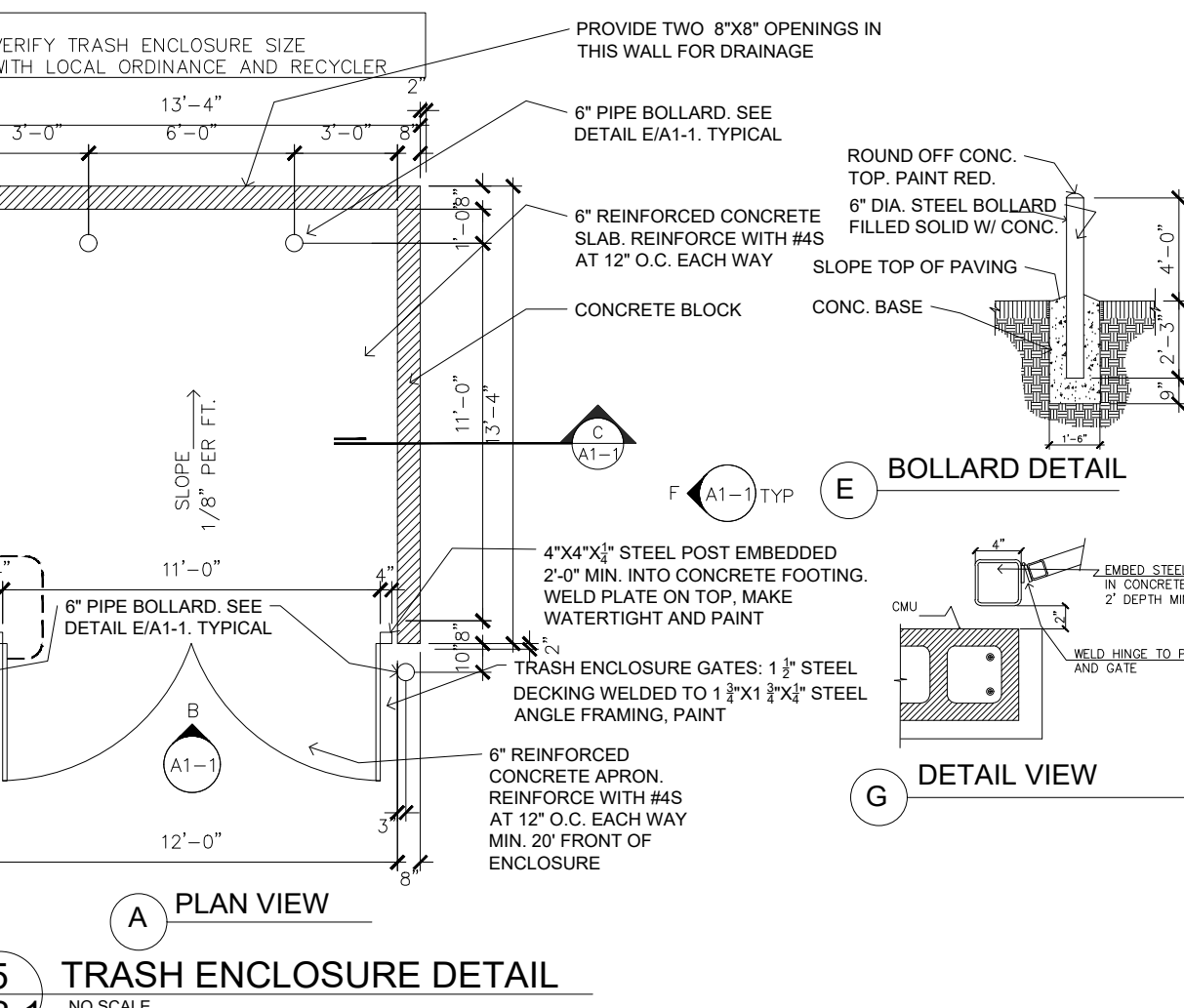
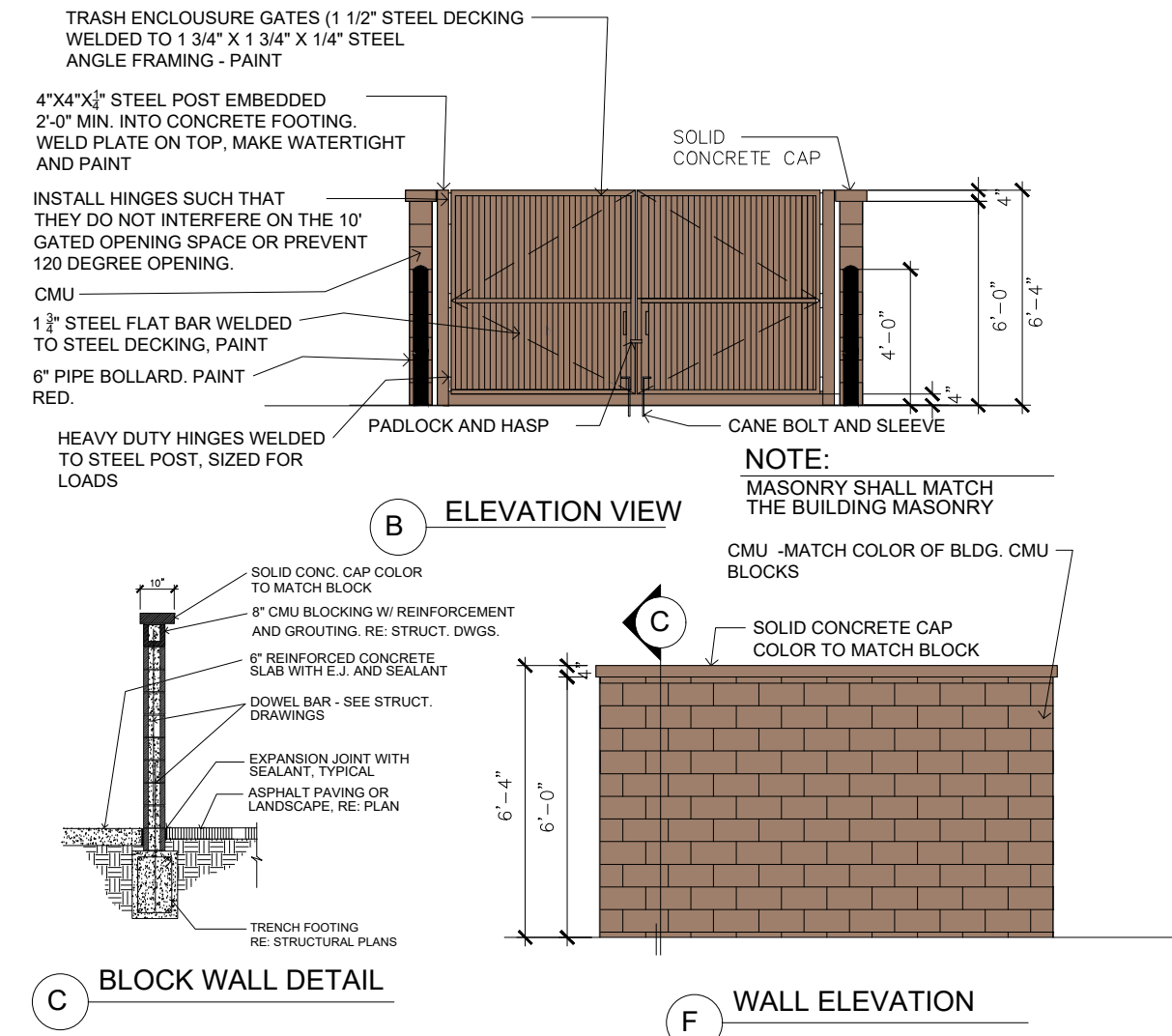
2 SOUTH ELEVATION  
A3-1 3/16"=1'-0"



3 EAST ELEVATION  
A3-1 3/16"=1'-0"



4 WEST ELEVATION  
A3-1 3/16"=1'-0"



BRAKES PLUS  
BIXBY, OKLAHOMA

ARCHITECT OF RECORD

| REVISION | DATE | COMMENTS |
|----------|------|----------|
|          |      |          |
|          |      |          |
|          |      |          |
|          |      |          |
|          |      |          |

ARC CODEV JOB #:  
CLIENT/JOB #:  
DRAWN BY: NLH  
CHECKED BY: NLH  
DATE OF ISSUE: 07.10.26



45 SPYGLASS DRIVE  
LITTLETON, CO 80123  
VOICE: 303.881-8925

A3-1

EXTERIOR ELEVATIONS





SOUTH MEMORAIL DRIVE

olsson®

Exhibit 1 - View Looking Northeast from S. Memorial Drive  
Brakes Plus, Bixby, OK  
Olsson Project # 026-04043 07/29/2026





East 115th Street

**olsson**<sup>®</sup>

Exhibit 2 - View Looking Southwest from S. Memorial Drive  
Brakes Plus, Bixby, OK  
Olsson Project # 026-04043 07/29/2026





East 115th Street

olsson®

Exhibit 3 - View Looking Southeast from E. 115th Street  
Brakes Plus, Bixby, OK  
Olsson Project # 026-04043 07/29/2026



East 115th Street

olsson

Exhibit 4 - View Looking East from E. 115th Street  
Brakes Plus, Bixby, OK  
Olsson Project # 026-04043 07/29/2026



# Regular Agenda Item Commentary

**Item Title**

Discussion and review of Final Plat Case No. BXPT-25.05 FP Block 3, a request for a proposed commercial development consisting of one (1) lot within one (1) block, on approximately 1 acre, within the Spartan Creek Commercial development, Bixby, Oklahoma.

**Initiator****Staff Information Source****Background****Exhibits**

1. SE PART OF BLOCK 3 SPARTAN CREEK PLAT-PG 1

**Key Issue****Council Action****Recommendation****Item No:** 3.**Meeting Date**

September 2, 2026

**Meeting**

20260902 Technical Advisory Committee Agenda



FINAL PLAT  
SE PART OF BLOCK 3 SPARTAN CREEK

PART OF THE EAST HALF (E/2) OF THE SOUTH WEST QUARTER (SW/4) AND THE WEST HALF SECTION  
FOURTEEN (14), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND  
MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

OWNER / DEVELOPER

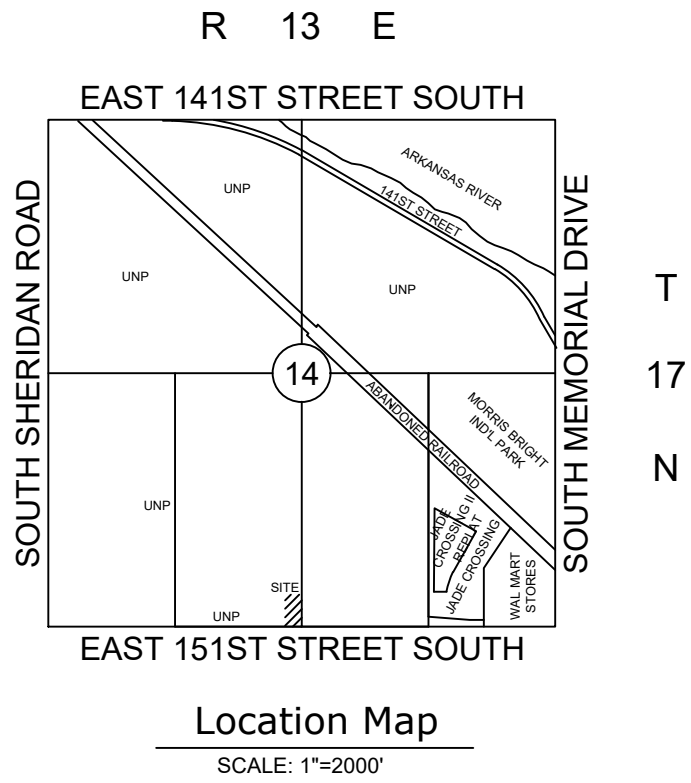
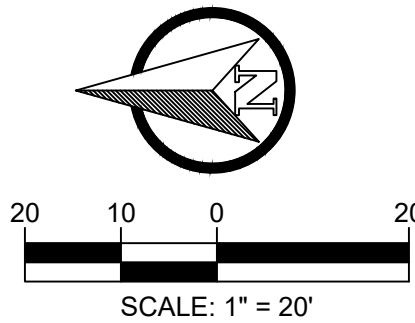
OAK TRUST DEVELOPMENT GROUP  
BRIAN DANIEL  
1219 E. 33rd STREET  
TULSA, OK 74105  
PH (918) 550-9176  
E-MAIL: brian@sedevdevelopmentgroup.com

SURVEYOR

NATIVE PLAINS SURVEYING  
& MAPPING, LLC  
NATHANIEL J. REED, PLS  
5807 S. GARNETT RD, SUITE K  
TULSA, OKLAHOMA 74146  
PH (918) 234-7596  
E-mail: nathan@nativeplains.us  
CA No. 4916 Renewal: June 30, 2027

ENGINEER

ROUTE 66 ENGINEERING, LLC  
5 SOUTH MAIN STREET  
SAPULPA, OK 74066  
PH (918) 248-1129  
E-mail: bcox@66eng.com  
CA No. 8853 Renewal: June 30, 2027



BASIS OF BEARING

HORIZONTAL DATUM BASED UPON NAD 83 (1993)  
OKLAHOMA STATE PLANE COORDINATE SYSTEM  
NORTH ZONE 3501. VERTICAL DATUM BASED UPON  
NAVD 88 USING N88°39'00"E AS THE SOUTH LINE OF OF  
SECTION 14, TOWNSHIP 17 NORTH, RANGE 13 EAST OF  
THE INDIAN BASE AND MERIDIAN WAS USED AS THE  
BEARING FOR THIS SURVEY.

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE  
SOUTHWEST QUARTER (E/2 SW/4) OF SECTION  
FOURTEEN (14), TOWNSHIP SEVENTEEN (17) NORTH,  
RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND  
MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA,  
ACCORDING TO THE UNITED STATES GOVERNMENT  
SURVEY THEREOF, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID  
E/2 SW/4, THENCE NORTH 88°39'00" EAST AND ALONG  
THE SOUTH LINE OF SAID SW/4, FOR A DISTANCE OF  
550.74 FEET, THENCE NORTH 01°14'17" WEST A  
DISTANCE OF 160.20 FEET TO THE POINT OF  
BEGINNING, THENCE NORTH 01°14'17" WEST A  
DISTANCE OF 292.47 FEET TO A POINT, THENCE  
NORTH 88°39'00" EAST A DISTANCE OF 150.15 FEET TO  
A POINT, THENCE SOUTH 01°14'17" EAST A DISTANCE  
OF 292.47 FEET TO A POINT, THENCE SOUTH 88°39'00"  
WEST A DISTANCE OF 150.15 FEET TO THE POINT OF  
BEGINNING.

SAID TRACT OF LAND CONTAINS 43,885.65 SQ. FEET  
OR 1.00 ACRES

NOTES

ALL STREET RIGHTS-OF-WAY ARE DEDICATED AS  
PUBLIC STREETS BY THIS PLAT.

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

ALL WATER AND SANITARY SEWER SERVICES WILL BE  
SUPPLIED AND MAINTAINED BY THE CITY OF BIXBY.

SUMMARY

SUBDIVISION CONTAINS ONE (1)  
COMMERCIAL LOT.

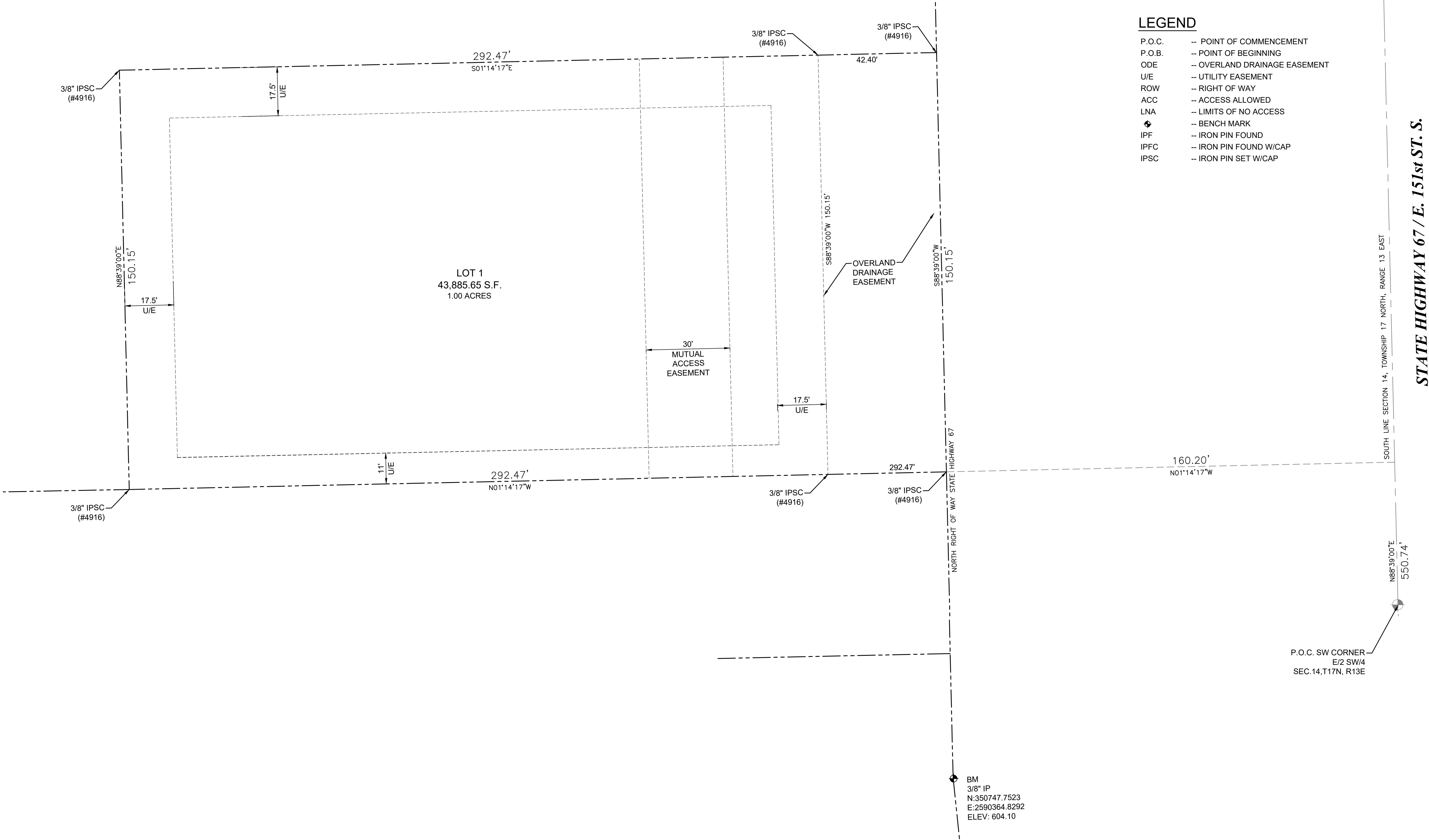
GROSS SUBDIVISION  
AREA: 1.00 ACRES, OR 43,885 SF.

THIS PLAT MEETS THE OKLAHOMA MINIMUM  
STANDARDS FOR THE PRACTICE OF LAND  
SURVEYING AS ADOPTED BY THE OKLAHOMA STATE  
BOARD OF LICENSURE FOR PROFESSIONAL  
ENGINEERS AND LAND SURVEYORS.

SURVEY DATE:  
APRIL 29, 2026

PLAT DATE:  
JULY 29, 2026

SE PART OF BLOCK 3 SPARTAN CREEK  
FINAL PLAT - JULY 29, 2025  
Sheet 1 of 2





FINAL PLAT  
SE PART OF BLOCK 3 SPARTAN CREEK

PART OF THE EAST HALF (E/2) OF THE SOUTH WEST QUARTER (SW/4) AND THE WEST HALF SECTION  
FOURTEEN (14), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND  
MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

OAK TRUST DEVELOPMENT GROUP, (THE "OWNER"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION FOURTEEN (14), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID E/2 SW/4, THENCE NORTH 88°39'00" EAST AND ALONG THE SOUTH LINE OF SAID SW/4, FOR A DISTANCE OF 550.74 FEET, THENCE NORTH 01°14'17" WEST A DISTANCE OF 160.20 FEET TO THE POINT OF BEGINNING, THENCE NORTH 01°14'17" WEST A DISTANCE OF 292.47 FEET TO A POINT, THENCE NORTH 88°39'00" EAST A DISTANCE OF 150.15 FEET TO A POINT, THENCE SOUTH 01°14'17" EAST A DISTANCE OF 292.47 FEET TO A POINT, THENCE SOUTH 88°39'00" WEST A DISTANCE OF 150.15 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83)

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINING 43,885.65 SQUARE FEET OR 1.00 ACRES, MORE OR LESS.

AND HEREBY CERTIFY THAT THEY HAVE CAUSED TO BE SURVEYED, STAKED AND PLATTED IN CONFORMITY TO THE ATTACHED PLAT, WHICH IS HEREBY ADOPTED AS THE PLAT OF THE ABOVE LAND, UNDER THE NAME OF "SE PART OF BLOCK 3 SPARTAN CREEK", AN ADDITION TO THE CITY OF BIXBY TULSA COUNTY, STATE OF OKLAHOMA.

SECTION I. STREETS, EASEMENTS, AND UTILITIES.

- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE ROAD RIGHT OF WAYS DESIGNATED AS "ROW" OR "RIGHT OF WAY" FOR THE PURPOSE OF CONSTRUCTING NEW PUBLIC ROADS TO THE SPECIFICATIONS PER THE CITY OF BIXBY DESIGN CRITERIA.
- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UE" 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, 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 HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT IS 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. PRIVATE SERVICE LINES AND PRIVATE STORM SEWER LINES MAY CROSS THE PUBLIC UTILITY EASEMENTS BUT NOT BE LOCATED IN THE EASEMENT AND RUN PARALLEL INSIDE THE EASEMENT. FRANCHISE UTILITIES DEFINED IN SECTION 1.2 MAY BE LOCATED IN THE PUBLIC UTILITY EASEMENTS.
- ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE. IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE, THE LOT IS SUBJECT TO THE FOLLOWING:
- OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. 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 THE GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAYS OF THE PUBLIC STREETS, AS DEPICTED ON THE ATTACHED PLAT. SERVICE PEDESTAL AND TRANSFORMERS, AS SOURCES OF SUPPLY OF SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
- ELECTRIC SERVICE LINES, UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL BUILDINGS WHICH MAY BE LOCATED 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 BUILDING AS MAY BE LOCATED UPON SAID LOT; PROVIDED THAT UPON THAT THE INSTALLATION OF SUCH A SERVICE CABLE OR A GAS SERVICE LINE TO A PARTICULAR BUILDING, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR GAS LINE, EXTENDING FROM THE SERVICE PEDESTAL TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE BUILDING.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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 OWNER OF SE PART BLOCK 3 SPARTAN CREEK SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE LINES 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 SERVICE LINE FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF ASPEN RIDGE BUSINESS PARK WILL PAY FOR DAMAGE OR RELOCATION SO SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OF HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH "2" 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.

3. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- OWNER OF THE EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THEIR LOT.
- WITHIN THE UTILITY EASEMENTS AREAS 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 WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER HIS AGENTS OR CONTRACTORS.
- THE CITY OF BIXBY, 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.
- ALL PRIVATE STORM SEWER IS THE RESPONSIBILITY OF THE LOT OWNER.
- THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNERS OF THE LOTS AGREES TO BE BOUND.
- OWNER RESPONSIBILITY WITHIN EASEMENTS.

THE OWNER OF THE SE PART BLOCK 3 SPARTAN CREEK SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS ON THE PLAT IN THE EVENT IT IS NECESSARY TO INSTALL, MAINTAIN, REPLACE OR REMOVE ANY UNDERGROUND WATER OR SEWER MAINS, ELECTRIC, GAS SERVICE LINES, CABLE TELEVISION, TELEPHONE SERVICE.

- LAND USE.  
ALL CONSTRUCTION IS TO BE STRICTLY ACCORDING TO THE CITY OF BIXBY, OKLAHOMA, ZONING CODES.
- SIDEWALKS  
SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BIXBY ENGINEERING DESIGN STANDARDS, BY THE OWNER/DEVELOPER OF EACH LOT. SIDEWALKS WILL BE CONSTRUCTED AT THE TIME A BUILDING PERMIT IS ISSUED ON A LOT.
- 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. 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.
- BUILDING MATERIALS  
BUILDING DESIGNS, FACADES AND MATERIALS SHALL COMPLY WITH THE MINIMUM STANDARDS SET FORTH IN ALL APPLICABLE CITY OF BIXBY ORDINANCE.
- LANDSCAPED AREA AND SCREENING  
ALL LANDSCAPING AND SCREENING SHALL MEET OR EXCEED THE REQUIREMENTS AND ORDINANCES OF THE CITY OF BIXBY.
- MUTUAL ACCESS EASEMENTS  
MUTUAL ACCESS EASEMENTS, DEPICTED AS "MUTUAL ACCESS EASEMENT" ON THE ACCOMPANYING PLAT, ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE STREETS AND AREAS ADJACENT TO AND WITHIN THE "PROPERTY". SUCH EASEMENT SHALL BE FOR THE MUTUAL USE AND BENEFIT OF OWNERS OF LOTS WITHIN THE "PROPERTY", THEIR RESPECTIVE GUESTS, INVITEES, SUCCESSORS AND ASSIGNS, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE "PROPERTY".
- ACCESS AND CIRCULATION  
PRIMARY ACCESS TO THE SITE SHALL BE PROVIDED THROUGH MUTUAL ACCESS EASEMENTS SHOWN ON THE FACE OF THE PLAT. FINAL PLANS FOR ACCESS WILL BE DETERMINED DURING THE PLATTING PROCESS.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, ANY OWNER OF A LOT AND THE PROPERTY OWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III., IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. PRIOR TO THE COMMENCEMENT OF ANY ACTION PERTAINING TO THE COVENANTS CONTAINED IN SECTION III, THE PERSON INTENDING TO COMMENCE THE ACTION SHALL GIVE THE RECORD OWNER OF THE PROPERTY ON WHICH THE VIOLATION IS OR HAS OCCURRED WRITTEN NOTICE OF THE VIOLATION. IN THE EVENT REASONABLE EFFORTS TO CURE THE VIOLATION ARE COMMENCED WITHIN THIRTY (30) DAYS FROM RECEIPT OF NOTICE, NO JUDICIAL ACTION SHALL BE COMMENCED TO ENFORCE THE COVENANTS SO LONG AS THE EFFORTS TO CURE THE VIOLATION DILIGENTLY PROCEED TO COMPLETION IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY THE ASSOCIATION OR ANY LOT OWNER, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE HIS OR ITS REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE RESTRICTIONS AND COVENANTS WITHIN SECTION II SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) TO CONFORM TO AMENDMENTS TO BULK AND AREA REQUIREMENTS THAT MAY SUBSEQUENTLY BE APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSORS, PURSUANT TO ITS REVIEW OF A MINOR AMENDMENT OF THE PUD, AND THE FILING OF A CERTIFIED COPY OF THE MINUTES OF THE CITY OF BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE CITY OF BIXBY. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED. THE COVENANTS CONTAINED WITHIN SECTION III. PRIVATE RESTRICTIONS AND COVENANTS HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERTY RECORDED.

D. 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 OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS DEED OF DEDICATION.

OAK TRUST DEVELOPMENT GROUP LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY \_\_\_\_\_  
BRIAN DANIEL, MANAGER

STATE OF OKLAHOMA )

) SS.

COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026 BY A \_\_\_\_\_ AS MANAGER OF AOS DEVELOPMENT A OKLAHOMA LIMITED LIABILITY COMPANY.

CERTIFICATE OF SURVEY

I, NATHANIEL J. REED, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNERS, I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS 'LEVEL ACRES', A SUBDIVISION IN THE CITY OF SKIATOOK, OSAGE COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING ADOPTED BY THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS OF THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026

\_\_\_\_\_  
NATHANIEL J. REED  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1744

STATE OF OKLAHOMA }

) SS.

COUNTY OF TULSA }

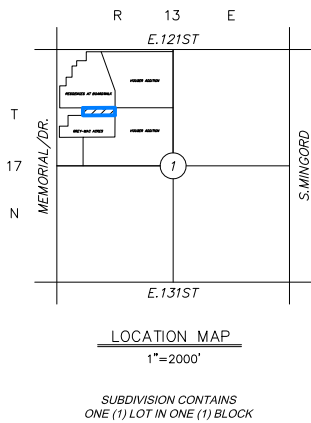
BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026 PERSONALLY APPEARED NATHANIEL J. REED, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

SURVEY DATE:  
APRIL 29, 2026

PLAT DATE:  
JULY 29, 2026

SE PART OF BLOCK 3 SPARTAN CREEK  
FINAL PLAT - JULY 29, 2025  
Sheet 2 of 2





Proposed Plat of  
The Boardwalk Storage  
a Re-Plat of

A tract of land that is part of Lot One (1), Block One (1), of THE BOARDWALK ON MEMORIAL, a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, according to the recorded Plat thereof, said tract of land being more particularly described as follows, to-wit: Starting at the Easternmost Southeast corner of said Lot One (1), said point shall also be the Point of Beginning of said tract of land; thence N89°59'21"W for 471.88 feet; thence N00°00'39"E for 170.00 feet; thence S89°59'21"E for 473.04 feet; thence S00°24'06"W for 170.00 feet to the Point of Beginning of said tract of land, and a tract of land east of said Lot One (1), Block one (1),

The East 256.23 feet of the North 170 feet of the North Half of the Southwest Quarter of the Northwest Quarter (NW2 SW4 NW4) of Section One (1), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

Containing 2.83 acres of land.

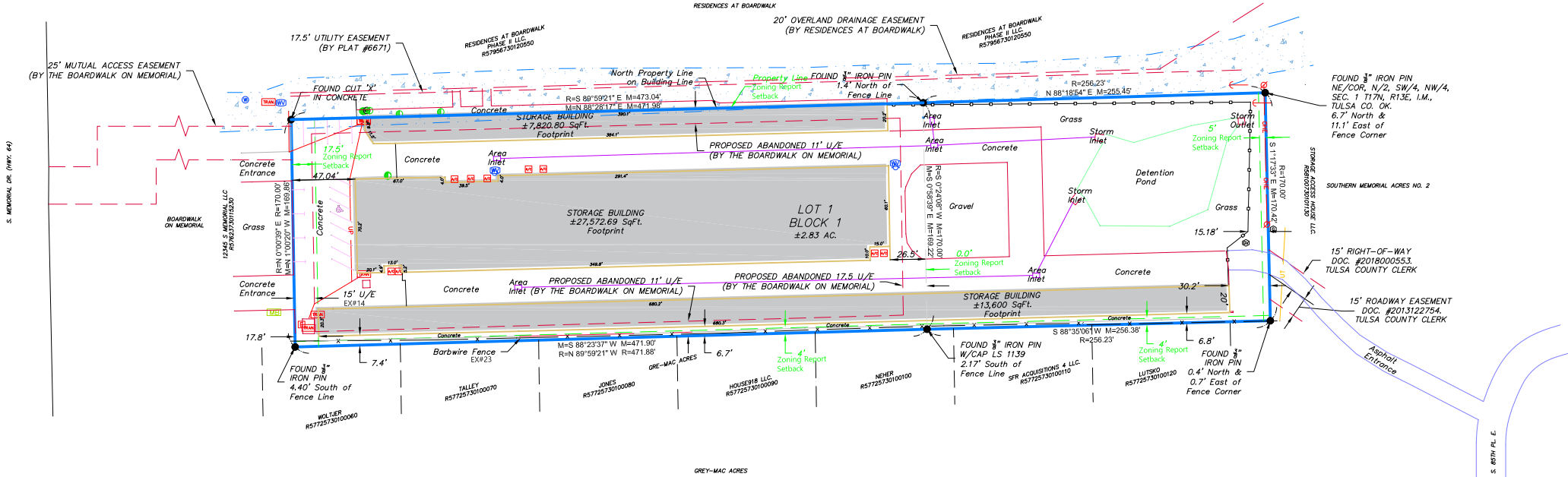
OWNER:  
OV BIXBY, LLC  
214-460-8442  
SOUTHLAKE, TX 76092

SURVEYOR:  
CARROLL SURVEYING AND MAPPING  
208 W. CHOCTAW ST. MARLOW OKLAHOMA  
918-773-5071  
CA# 2706

ENGINEER:  
STEPHENS ENGINEERING  
P.O. BOX 6618 LONGVIEW, TX 75608  
903-215-8990

FLOOD ZONE:  
THIS PROPERTY IS MAINLY LOCATED IN FLOOD ZONE "X" ACCORDING TO THE FEDERAL MANAGEMENT AGENCY INSURANCE RATE MAP, COMMUNITY PANEL NO. 40143C0432M, TULSA COUNTY, OKLAHOMA, WITH AN EFFECTIVE DATE OF SEPTEMBER 12TH, 2024. LOWR MAP: SOME OF THE NORTHERN PART OF THE PROPERTY IS LOCATED IN FLOOD ZONE "AE" ACCORDING TO THE FEDERAL MANAGEMENT AGENCY INSURANCE RATE MAP.

BASIS OF BEARING:  
BEARINGS AND DISTANCES ARE GRID AND BASED ON THE OKLAHOMA NORTH COORDINATE SYSTEM. (NAD83)

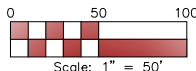


Utilities Located by Oklahoma One Call System.  
Ticket #: 22020714214501

| LEGEND                       |                                                       | LINE TYPE LEGEND            |  |
|------------------------------|-------------------------------------------------------|-----------------------------|--|
| ⊕ POWER POLE                 | ⊗ GAS METER                                           | — W — WATER LINE            |  |
| ⊕ U-GROUND ELECTRIC PEDESTAL | ⊗ GAS VALVE                                           | — GAS — GAS LINE            |  |
| ⊕ LIGHT POLE                 | ⊗ MAIL BOX                                            | — SS — SANITARY SEWER LINE  |  |
| ⊕ GUY AND/OR                 | ⊗ SIGN                                                | — T — OVERHEAD COMM. LINE   |  |
| ⊕ ELECTRIC METER             | ⊗ FIRE HYDRANT                                        | — UT — TELEPHONE LINE       |  |
| ⊕ ELECTRIC MANHOLE           | ⊗ WATER METER                                         | — UP — BURIED ELECTRIC LINE |  |
| ⊕ ELEC. TRANSFORMER          | ⊗ WATER VALVE                                         | — OHE — OVERHEAD POWERLINE  |  |
| ⊕ SANITARY SEWER MANHOLE     | ⊗ SECTION CORNER                                      | — X — BARBED WIRE FENCE     |  |
| ⊕ SANITARY SEWER CLEANOUT    | ⊗ QUARTER CORNER                                      | — P — PIPE FENCE            |  |
| ⊕ STORM SEWER MANHOLE        | ⊗ BOUNDARY MONUMENT                                   | — S — STOCKADE FENCE        |  |
| ⊕ CLIMATE CONTROL UNIT       | ⊗ (12" P. Pipe Pin with 1.5g/1777 Cap (Unless noted)) |                             |  |
| ⊕ TELEPHONE MANHOLE          | U/E UTILITY EASEMENT                                  |                             |  |
| ⊕ TELEPHONE RISER            |                                                       |                             |  |



APPROXIMATE  
LOCATION ZONE AE  
PER FEMA SITE



- Bearings and Distances are Grid and based on the Oklahoma North Coordinate System. (NAD83)
- All Angular and Distance Values SHOWN AS MEASURED on Survey Drawing unless otherwise noted

CARROLL SURVEYING & MAPPING

P.O. Box 525  
208 W. Choctaw St.  
Marlow, OK 73055

Telephone: (918) 773-5071  
Email: brek@carrollsurveying.com  
Certificate of Authorization #2706

- ALTA LAND SURVEYS
- PHOTOGRAMMETRY
- TOPOGRAPHIC MAPPING
- CONSTRUCTION STAKING

THE BOARDWALK STORAGE

THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA  
A PARTIAL RE-PLAT OF THE BOARDWALK ON MEMORIAL

Party Chief: BE  
Processed By: BE  
Drawn By: BE  
Checked By: JC  
Date: 1/14/2026  
Scale: 50'



LOCATION MAP  
1"=2000'

SUBDIVISION CONTAINS  
ONE (1) LOT IN ONE (1) BLOCK

*The Boardwalk Storage*  
*a Re-Plat of The Boardwalk on Memorial*  
 Page 1 of 2

A tract of land that is part of Lot One (1), Block One (1), of the BORDWALK ON MEMORIAL, a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, described as the recorded plat thereof, said tract of land being more particularly described as follows, to-wit: Starting at the Southeastern Southeast corner of said Lot One (1), said point shall also be the Point of Beginning of said tract of land, thence S89°20'00"W for 170.00 feet, thence S89°59'21"E for 473.04 feet, thence S00°24'00"W for 170.00 feet to the Point of Beginning of said tract of land, and

and a tract of land east of said Lot One (1), Block One (1),

The East 25x23.23 feet of the North 170 feet of the North Half of the Southeast Quarter of the Northwest Quarter (N/2 SW1/4 NW1/4) of Section 17, Township 36 North, Range 18E, E1/2 of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, all Containing 2.83 acres of land.

OWNER:  
OV BIXBY, LLC  
214-460-8442  
SOUTHLAKE, TX 76092

SURVEYOR:  
CARROLL SURVEYING AND MAPPING  
208 W. CHOCTAW ST. MARLOW OKLAHOMA 73055  
918-773-5071  
CA# 2706

ENGINEER:  
Crafton & Cox Engineering  
107 Community Blvd. St 7 Longview, TX 75605  
903-452-5226

**FLOOD ZONE:**  
THIS PROPERTY IS MAINLY LOCATED IN FLOOD ZONE "X" ACCORDING TO THE FEDERAL MANAGEMENT AGENCY INSURANCE RATE MAP; COMMUNITY PANEL NO. 40143C0432M, TULSA COUNTY, OKLAHOMA, WITH AN EFFECTIVE DATE OF SEPTEMBER 12TH, 2024. LOUVR MAP, SOME OF THE NORTHERN PART OF THE PROPERTY IS LOCATED IN FLOOD ZONE "AE" ACCORDING TO THE FEDERAL MANAGEMENT AGENCY INSURANCE RATE MAP.

**BASIS OF BEARING:**  
BEARINGS AND DISTANCES ARE GRID AND BASED  
ON THE OKLAHOMA NORTH COORDINATE SYSTEM  
(NAD83)

## CARROLL SURVEYING & MAPPING

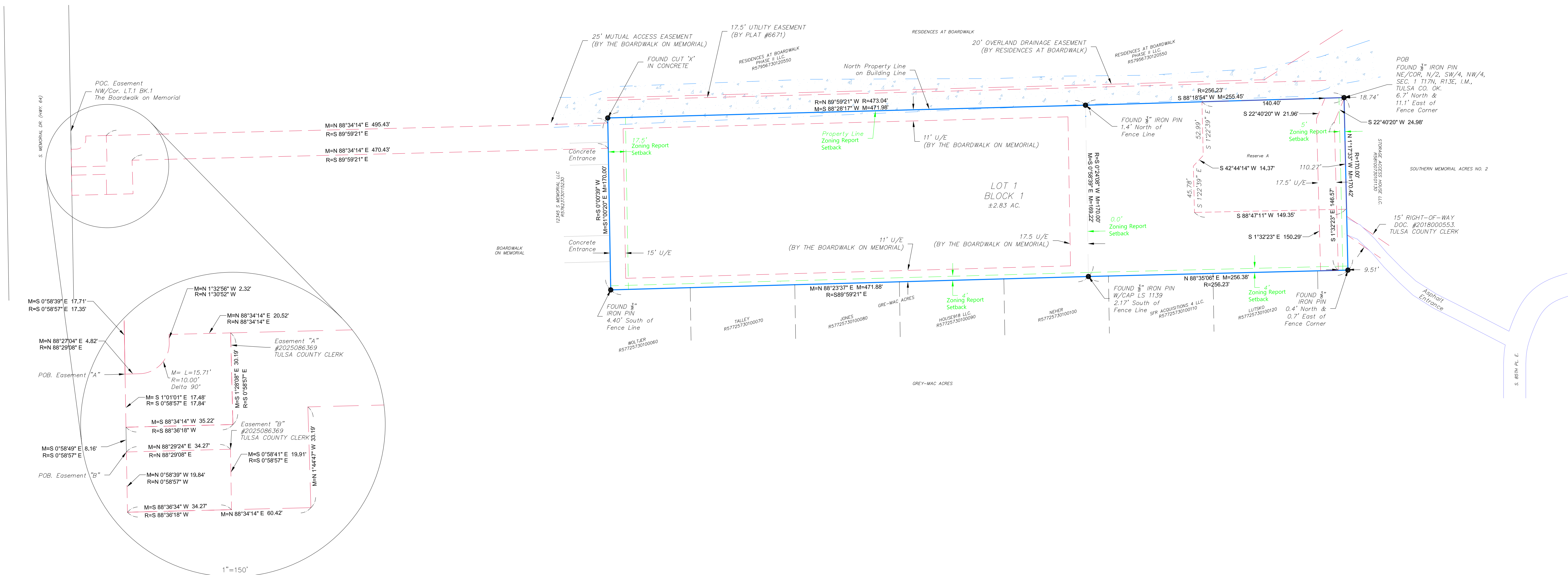
Telephone: (918) 773-5071  
Email: [brek@carrollsurveying.com](mailto:brek@carrollsurveying.com)  
Certificate of Authorization #2706

P.O. Box 525  
208 W. Choctaw St.  
Marlow, OK 73055

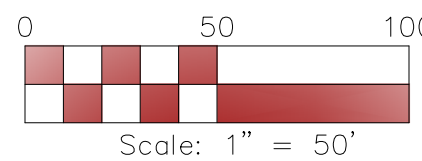
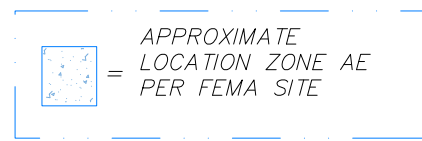
- ALTA LAND SURVEYS
- PHOTOGRAMMETRY
- TOPOGRAPHIC MAPPING
- CONSTRUCTION STAKING

# THE BOARDWALK STORAGE

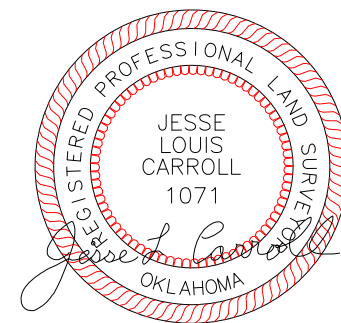
THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA  
A PARTIAL RE-PLAT OF THE BOARWALK ON MEMORIAL



| LEGEND |                            | LINE TYPE |                          | LEGEND |                      |
|--------|----------------------------|-----------|--------------------------|--------|----------------------|
| ⊕      | POWER POLE                 | ⊗         | GAS METER                | —      | WATER LINE           |
| ⊖      | U-GROUND ELECTRIC PEDESTAL | ⊗         | GAS VALVE                | —      | GAS LINE             |
| ⊙      | LIGHT POLE                 | ⊗         | MAIL BOX                 | —      | WATER LINE           |
| ⊙      | SOFT ANCHOR                | ⊗         | SOIL                     | —      | SEWER LINE           |
| ⊙      | ELECTRIC METER             | ⊗         | FIRE HYDRANT             | —      | OVERHEAD TOWNE LINE  |
| ⊙      | ELECTRIC TRANSFORMER       | ⊗         | WATER METER              | —      | TELEPHONE LINE       |
| ⊙      | STAIRWAY SEWER MANHOLE     | ⊗         | SEWER CORNER             | —      | BURIED ELECTRIC LINE |
| ⊙      | SEWER SEWER CLEANOUT       | ⊗         | QUARTER CORNER           | —      | OVERHEAD POWERLINE   |
| ⊙      | SEWER SEWER MANHOLE        | ⊗         | BOUNDARY MONUMENT        | —      | BARBED WIRE FENCE    |
| ⊙      | CLIMATE CONTROL UNIT       | ⊗         | SEWER (See Fig. 2 notes) | —      | PIPE FENCE           |
| ⊙      | TELEPHONE MANHOLE          | ⊗         | UTILITY EASEMENT         | —      | STOCKADE FENCE       |
| ⊙      | TELEPHONE RISER            | ⊗         |                          | —      |                      |



- Bearings and Distances are Grid and based on the Oklahoma North Coordinate System. (NAD83)
- All Angular and Distance Values SHOWN AS MEASURED on Survey Drawing unless otherwise noted



Party Chief: BE  
Processed By: BE  
Drawn By: BE  
Checked By: JC  
Date: 3/25/2026  
Scale: 50'



The Boardwalk Storage  
a Re-Plat of The Boardwalk on Memorial  
Page 2 of 2

BIXBY THE BOARDWALK STORAGE  
DEED OF DEDICATION AND STATEMENT OF RESTRICTIVE  
COVENANTS

KNOW ALL MEN BY THESE PRESENTS:  
WHEREAS, OV BIXBY, LLC ("OV") is the owner in fee simple of the following described property in the City of Bixby, Tulsa County, Oklahoma, to-wit:

A tract of land that is part of Lot One (1), Block One (1), of THE BOARDWALK ON MEMORIAL, a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, according to the recorded Plat thereof, said tract of land being more particularly described as follows, to-wit: Starting at the Easternmost Southeast corner of said Lot One (1), said point shall also be the Point of Beginning of said tract of land; thence N89°59'21"W for 471.88 feet; thence N00°00'39"E for 170.00 feet; thence S89°59'21"E for 473.04 feet; thence S00°24'08"W for 170.00 feet to the Point of Beginning of said tract of land.  
and a tract of land east of said Lot One (1), Block one (1), The East 256.23 feet of the North 170 feet of the North Half of the Southwest Quarter of the Northwest Quarter (N/2 SW/4 NW/4) of Section One (1), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, Containing 2.83 acres of land. More particularly described as follows:

A tract of land described as Beginning at the Northeast corner of the N/2 of the SW/4 of the NW/4 of Section one (1), Township seventeen (17) North, Range Thirteen (13) East of the Indian meridian in Tulsa County, Oklahoma;  
thence S88°18'54"W along the north line of said N/2 a distance of 255.45 feet;  
thence continuing along said north line S88°28'17"W a distance of 471.98 feet;  
thence S1°00'20"E a distance of 170.00 feet;  
thence N88°23'37"E a distance of 471.88 feet  
thence N88°35'06"E a distance of 256.38 feet;  
thence N1°17'33"W a distance of 170.00 feet to the point of beginning.

Bearings for this description are Grid and based on the Oklahoma state plane coordinate system of 1983 North zone. This description was prepared on March 25, 2026 by Jesse L. Carroll, PLS 1071. Certificate of authorization number 2706 expires June, 2026.

OV has caused the above-described land to be surveyed, staked, platted, granted, donated, conveyed, and dedicated, access rights reserved, and subdivided into one lot and block, and has designated the same as "THE BOARDWALK STORAGE," an Addition to the City of Bixby, Tulsa County, Oklahoma (hereinafter the "Subdivision").

SECTION 1. PUBLIC COVENANTS

A. Utility Easements

OV hereby dedicated to the public use forever the utility easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all utilities including storm sewer, sanitary sewer, telephone and communication lines, electric power lines and transformers, gas lines and water lines, together with oil fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress into and upon said utility easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the utility easements or rights-of-way as shown, provided however, that the owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sanitary sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along off public streets, alleys, and utility casements, shown on said plat, for the purposes of furnishing water and/or sanitary sewer services to the area included in said plot. Notwithstanding anything to the contrary herein, (i) construction and/or placement of asphalt, pavement, curbs and fences (but not brick or stone walls) in any easements by the then-owner of the Subdivision, its successors and/or assigns ("Owner") is expressly permitted, and (ii) parking by the Owner and/or its tenants, invitees and/or licensees in all easements, other than those reserved solely as rights-of-way, is expressly permitted. As used in this plat, the Owner shall also mean the Owner's successors and assigns.

B. Water and Sanitary Sewer Service

In connection with the provision of water and sanitary sewer service, the lot is subject to the following provisions, to-wit:

The Owner shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located in utility easement areas. If ground elevations are altered by the Owner 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 and subject to the City of Bixby's approval.

The Owner will pay damage for relocation of public water mains and public sanitary sewer facilities necessitated by the acts of the Owner or its agents or contractors.

The City of Bixby and their successors, through their agents and employees, shall at all times have the right of access with their equipment to all such easement ways (i) shown on said plat, including any "Mutual Access Easements", if any; or (ii) provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the public underground water, storm sewer and sanitary sewer facilities. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Bixby, their successors and the Owner agrees to be bound hereby.

C. Electric, Telephone, Cable Television, and Natural Gas Service

In connection with the installation of underground electric, telephone, cable television and natural gas service lines, the lot is subject to the following:

- Street light poles or standards shall be served by underground cable and elsewhere throughout the Subdivision all supply lines shall be located underground, in the easement-ways reserved for the general utility services and "Mutual Access Easements", if any, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.
- All supply lines in the Subdivision including electric, telephone, cable television and natural gas service fines shall be located underground in the easements reserved for general utility services 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. Overhead pole lines for the supply of electric and communication service may be located in the easement along the west boundary of the Subdivision as shown on the plat of the Subdivision.

- Underground service cables and natural gas service lines to all buildings which may be located in the Subdivision may be run from the nearest natural gas main, service pedestal or transformer to the point of usage determined by the location and construction of such building as may be located upon said lot; provided that upon that the installation of such a service cable or a natural gas service line to a particular building, the supplier of service shaft thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or fine, extending from the service pedestal, transformer or natural gas main to the service entrance on the building. Notwithstanding anything to the contrary herein, no such easement shall exist under an improvement located in the Subdivision (other than pavement, asphalt, curbs or fences), and no utility may run any cables or lines under any improvement in the Subdivision (other than pavement or asphalt).
- The supplier of electric, telephone, cable television and natural gas services, through its authorized agents and employees, shall at all times have 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 natural gas service facilities so installed by it.

- The Owner shall be responsible for the protection of the underground utility facilities located within such easements 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 within such easements. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but, provided the facilities are located within valid easements, the Owner will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors.

D. Storm Sewer

- All storm sewers will be privately owned and privately maintained,
- Owner, through their proper agents and employees, shall at all times have right of access with their equipment to all storm sewer systems for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.
- No permanent fence, permanent wall, permanent building, or permanent structure which would prevent the flow of water shall be placed on the storm sewer system; however, fences and other structures that will not prevent the flow of water shall be permissible.
- The storm sewers shall be owned by and maintained, at the sole cost and expense, of the owner of the Subdivision upon which the storm sewers are located.
- The Owner shall be responsible for the protection of the storm sewer located on the property and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. The alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity which would interfere with storm, shall be prohibited.

E. Surface Drainage

- Surface Drainage. Lot 1 shall receive and drain, in an unobstructed manner, the storm and surface waters from Lot 1 and drainage areas of higher elevation and from public streets and easements.
- Owner shall allow no construction of fencing or other obstructions which would prevent the drainage of storm and surface waters over and across this property. The owner shall not modify or change the direction of drainage of surface stormwater from the original approved construction plans on file at the City of Bixby without written approval from the City of Bixby. Plans approved by the City of Bixby shall be deemed to not obstruct, prevent, or interfere with drainage or violate the restrictions in this plat.
- The Owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) and shall prevent any construction activity which would materially interfere with such public water mains, valves, storm sewers, and or public sanitary sewer facilities.
- The covenants set forth in this section shall be enforceable by the Owner and by the City of Bixby, Oklahoma.

F. Storm Water Detention Easement - Reserve A

- For the common use and benefit of the Owner of "The Boardwalk Storage", to the City of Bixby, Oklahoma, the Owner herein establishes and grants a perpetual easement on, over and across the area designated on the accompanying plat of "The Boardwalk Storage" as Reserve A for Storm Water Detention, for the purpose of permitting the construction and maintenance of storm water detention facilities necessary to meet the City of Bixby detention requirements applicable to "The Boardwalk Storage" and for the further purposes of permitting the flow, conveyance and discharge of storm water runoff from the property within The Boardwalk Storage and from properties outside "The Boardwalk Storage".
- Detention and drainage facilities constructed in Reserve A shall be in accordance with adopted standards of the City of Bixby and plans and specifications approved by the City of Bixby.
- No building or other obstruction may be placed or maintained in the detention casement, nor shall there be any alteration of the grades or contours in the casement area unless approved by the City of Bixby; provided, however, the planting of trees does not require the approval of the City of Bixby.
- The "Reserve A", Storm water Detention Easement and facilities thereon located shall be maintained by Owner, its successors or assigns and such maintenance shall be at the cost of said Owner, its successors or assigns and in accordance with the following standards:

- Be kept from obstructions and debris
- Be mowed during the growing season at intervals, not exceeding 4 weeks,
- Concrete structures shall be maintained in good working condition.

- In the event the Owner fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Bixby, Oklahoma may file of record a copy of the statement of cost and thereafter the costs shall be a lien against the Subdivision; provided however, the lien against the Subdivision shall not exceed 100% of the cost of maintenance. A lien established as above provided may be foreclosed by the City of Bixby, Oklahoma.

G. Owner Responsibility Within Easements

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

H. Land Use

All construction shall be in accordance with the zoning ordinances of the City of Bixby, Oklahoma.

SECTION 2. DEVELOPMENT STANDARDS

The Standard Requirements of the City of Bixby Fire Marshal, City Engineer, and City Attorney shall be met as a condition of approval.

- LANDSCAPED AREA AND SCREENING

  - All development and construction in the Subdivision shall comply with all applicable zoning codes and regulations of the City of Bixby.

2. SIGNS

- Signage shall comply with the requirements of the City of Bixby Zoning Code.
- Flashing signs, changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs with movement shall be prohibited, except as reviewed by the City of Bixby Zoning Code and Sign Permit process and part of the approved detail sign plan.

3. LIGHTING

- Lighting used to illuminate the development area shall be so arranged as to shield and direct the light away from adjacent residential areas. No light standard or building-mounted light shall exceed 20 feet. Light, as measured in footcandles, shall not exceed 0.0 footcandles at all of the plat boundaries shared with a residential property.

4. TRASH, MECHANICAL AND EQUIPMENT AREAS

- There shall be no storage of recyclable materials, trash or similar material outside a screened receptacle. All trash, mechanical and equipment areas, including building mounted, shall be screened from public view in such a manner that the areas cannot be seen by persons standing at ground level.

5. TOPOGRAPHY, DRAINAGE AND UTILITIES

- A Professional Engineer registered in the State of Oklahoma shall certify to the appropriate City official that all required storm water drainage structures serving the Site have been installed in accordance with the approved plans prior to issuance of an Occupancy Permit.
- During construction on the property, the Owner will provide adequate erosion control, and after construction, they will provide in compliance with the City of Bixby Standards and maintain vegetative, landscaped ground cover so that soil does not erode on or from the property.

6. ACCESS, CIRCULATION AND PARKING

- All drives and parking areas within the subdivision shall be privately owned and maintained.

7. RESTRICTIVE COVENANTS ENFORCEMENT

- The Owner shall keep and maintain the Subdivision and the improvements in a clean and professional manner (the "Maintenance Covenant"). The Maintenance Covenant will be enforced by the Owner.

SECTION 3. PRIVATE COVENANTS AND RESTRICTIONS

Usage of the following words shall have the following meanings, unless the context clearly requires otherwise: "City" shall mean the City of Bixby; "plat" shall mean the accompanying plat of the Subdivision; and "zoning code" shall mean the City of Bixby Zoning Code.

For the purpose of providing an orderly development of the Subdivision and for maintaining conformity of the Improvements therein, the following covenants and restrictions hereby are imposed upon the use and occupancy of the Subdivision: None.

SECTION 4. ENFORCEMENT, AMENDMENT, ETC.

A. Duration, Amendment, and Severability

- Duration . These restrictions remain in effect until January 1, 2036, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended.
- Amendment or Termination. The private covenants and restrictions contained in this Deed of Dedication may be amended, modified, changed, or canceled by a written instrument signed and acknowledged by Owner, except Section 1, which may be altered only with the written consent of the City of Bixby.
- 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 of any part thereof as set forth herein, which shall remain in full force and effect.
- Enforcement. The restrictions herein set forth are covenants to run with the land shall be binding upon the Owner, its successors and assigns and all parties claiming under it, and otherwise shall be enforceable as set forth and shall be binding upon the Owner, its successors and assigns and all parties claiming under it. If the Owner, or its successors or assigns, shall violate any of the covenants herein, it shall be lawful for the City of Bixby, Oklahoma (as to the violation of the Covenants contained in Section 1) to maintain any action at law or in equity against the Owner to prevent the Owner from so doing, to compel compliance with the covenants, or to recover damages for such compliance with the covenant.

FINAL PLAT  
CERTIFICATION OF APPROVAL  
I hereby certify that this plat was approved by the Bixby Planning Commission on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Chairperson, Vice Chairperson or Secretary

I hereby certify that this plat was approved by the Bixby City Council on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Mayor or Vice Mayor

This approval is void if the above signatures are not endorsed by the City Manager.

\_\_\_\_\_  
City Manager

This approval shall not be interpreted to mean streets, sanitary sewers, storm drainage or other utilities are constructed as shown on this plat.

As owner, OV Bixby LLC, hereby certifies that they have caused the land described in this plat to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat.

In witness whereof the owner have executed this Deed of Dedication on this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
OV Bixby LLC, an  
Oklahoma Limited Liability Company

By: \_\_\_\_\_  
Member/Manager

STATE OF OKLAHOMA )  
JSS  
COUNTY OF TULSA )

Before me the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name thereof to the 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 for said limited liability company, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

SURVEYOR 'S CERTIFICATE  
I, Jesse L. Carroll, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that the plat of The Boardwalk Storage represents a survey made under my supervision, and that all monuments shown thereon actually exist and their relative positions are correctly shown. This Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and land Surveyors; and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

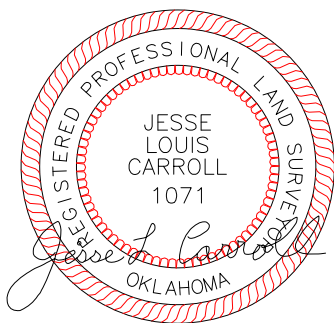
\_\_\_\_\_  
Jesse L. Carroll, L.S.# 1071,

STATE OF OKLAHOMA )  
JSS  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Jesse L. Carroll, to me known to be the identical person who executed the 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.

Given under me hand and seal the day and year last above written.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_



CARROLL SURVEYING & MAPPING

Telephone: (918) 773-5071  
Email: brek@carrollsurveying.com  
Certificate of Authorization #2706

P.O. Box 525  
208 W. Choctaw St.  
Marlow, OK 73055

• ALTA LAND SURVEYS • PHOTOGRAMMETRY  
• TOPOGRAPHIC MAPPING • CONSTRUCTION STAKING

THE BOARDWALK STORAGE

THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA  
A PARTIAL RE-PLAT OF THE BOARDWALK ON MEMORIAL

Party Chief: BE  
Processed By: BE  
Drawn By: BE  
Checked By: JC  
Date: 3/25/2026  
Scale: 50'



# Regular Agenda Item Commentary

**Item Title**

Discussion and review of Final Plat Case No. BXPT-24.13 FP Cottages, a request for a residential subdivision consisting of eighty-five (85) lots within seven (7) blocks, including three (3) reserve areas, on approximately 23 acres, located at the northwest corner of South Yale Avenue and East 161st Street South, Bixby, Oklahoma, known as Cottages at Deer Valley.

**Initiator****Staff Information Source****Background****Exhibits**

1. 25204\_20260803\_Cottages at Deer Valley\_FinalPlat

**Key Issue****Council Action****Recommendation****Item No:** 5.**Meeting Date**

September 2, 2026

**Meeting**

20260902 Technical Advisory Committee Agenda



Draft Final Plat

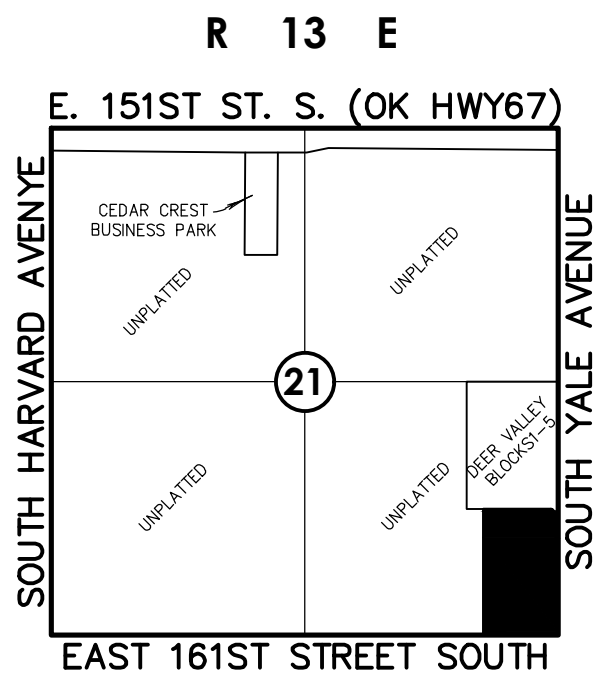
BXPUD-21.01-A

Cottages  
AT DEER VALLEY

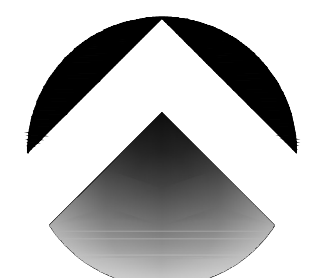
PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-ONE (21),  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

OWNER:  
**Green Property  
Management, Inc.**  
AN OKLAHOMA LIMITED LIABILITY COMPANY  
CONTACT: BRIAN GREEN  
EMAIL: BRIAN@GCCIVIL.COM  
13902 U.S. Hwy 169  
Oologah, Oklahoma 74053  
Phone: (918) 613-0766

SURVEYOR/ENGINEER:  
**Tanner Consulting, L.L.C.**  
DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2027  
EMAIL: DAN@TANNERBAITSHOP.COM  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918) 745-9929



Location Map  
Scale: 1"= 2000'



**NORTH**  
0 40 80 120  
Scale: 1"= 80'  
Tanner Consulting

SUBDIVISION CONTAINS:  
EIGHTY-FIVE (85) LOTS  
IN SEVEN (7) BLOCKS  
WITH THREE (3) RESERVES  
GROSS SUBDIVISION AREA: 23.228 ACRES



- LEGEND**
- B/L BUILDING LINE
  - B/U BUILDING LINE & UTILITY EASEMENT
  - BK PG BOOK & PAGE
  - CB CHORD BEARING
  - CD CHORD DISTANCE
  - CL CENTERLINE
  - Δ DELTA ANGLE
  - DOC DOCUMENT
  - ESMT EASEMENT
  - GOV'T GOVERNMENT
  - LNA LIMITS OF NO ACCESS
  - ODE OVERLAND DRAINAGE EASEMENT
  - RES. RESERVE
  - R/W RIGHT-OF-WAY
  - U/E UTILITY EASEMENT
  - RWD RURAL WATER DISTRICT
  - 1234 ADDRESS ASSIGNED
  - FOUND MONUMENT
  - SET MONUMENT (SEE NOTE 2)

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" OR "CA 2661" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:  
(a) FOUND MAGNETIC NAIL AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 21;  
(b) FOUND 3/4" IRON PIN AT THE SOUTHEAST CORNER OF SECTION 21;  
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°09'58" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BIXBY AND WERE 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.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH YALE AVENUE BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
- ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.

Curve Table

| CURVE | LENGTH(L) | RADIUS(R) | DELTA(Δ)  | CHORDBRG(CB) | CHORDDIS(CD) |
|-------|-----------|-----------|-----------|--------------|--------------|
| 1     | 47.12'    | 30.00'    | 90°00'00" | N43°50'02"E  | 42.43'       |
| 2     | 47.12'    | 30.00'    | 90°00'00" | N46°09'58"W  | 42.43'       |
| 3     | 39.27'    | 25.00'    | 90°00'00" | N43°50'02"E  | 35.36'       |
| 4     | 39.27'    | 25.00'    | 90°00'00" | N46°09'58"W  | 35.36'       |
| 5     | 39.27'    | 25.00'    | 90°00'00" | N46°09'58"W  | 35.36'       |
| 6     | 86.39'    | 55.00'    | 90°00'00" | N46°09'58"W  | 77.78'       |
| 7     | 88.49'    | 235.00'   | 21°34'22" | N80°22'45"W  | 87.97'       |
| 8     | 99.78'    | 265.00'   | 21°34'22" | N80°22'45"W  | 99.20'       |
| 9     | 95.07'    | 1470.00'  | 3°42'20"  | N89°18'49"W  | 95.05'       |
| 10    | 95.06'    | 1500.00'  | 3°37'52"  | N89°21'02"W  | 95.05'       |

FINAL PLAT  
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the City Council of the City of Bixby.

MAYOR-VICE MAYOR

This approval is void if the above signature is not endorsed by the City Manager or City Clerk.

CITY MANAGER-CITY CLERK

Cottages at Deer Valley  
SHEET 1 OF 3

DATE OF PREPARATION: August 3, 2026



# Conditional Final Plat

BXPUD-21.01-A

# Cottages

## AT DEER VALLEY

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-ONE (21),  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

### DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT GREEN PROPERTY MANAGEMENT, INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SE/4; THENCE SOUTH 88°37'03" WEST AND ALONG SAID SOUTH LINE OF THE SE/4, FOR A DISTANCE OF 775.51 FEET; THENCE NORTH 1°09'58" WEST AND PARALLEL WITH THE EAST LINE, FOR A DISTANCE OF 1308.37 FEET; THENCE NORTH 88°50'02" EAST AND PERPENDICULAR TO THE EAST LINE, FOR A DISTANCE OF 695.50 FEET TO A POINT OF CURVATURE;

THENCE ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF SOUTH 46°09'58" EAST FOR 42.43 FEET, FOR AN ARC DISTANCE OF 47.12 FEET; THENCE NORTH 88°50'02" EAST AND PERPENDICULAR TO THE EAST LINE, FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE; THENCE SOUTH 1°09'58" EAST AND ALONG THE EAST LINE, FOR A DISTANCE OF 1275.44 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,011,812 SQUARE FEET OR 23.228 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (A) MAGNETIC NAIL FOUND AT NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 21;
- (B) 3/4" IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 21;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 01°09'58" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS, AND HAS DESIGNATED THE SAME AS "COTTAGES AT DEER VALLEY", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

#### SECTION I - STREETS, EASEMENTS, AND UTILITIES

##### A. STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES TO THE PUBLIC THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT, EXCEPTING THE PRIVATE STREETS WITHIN RESERVE A, AND FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REPAIR, REPLACE, AND REMOVE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, REPLACING, AND REMOVING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR UTILITY EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS.

##### B. UNDERGROUND SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE RIGHTS-OF-WAY OF SOUTH YALE AVENUE AND EAST 161ST STREET SOUTH AS DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AND RESERVE AREAS FOR PRIVATE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER AND GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND 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 SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE, TERMINATING AT THE PLANE FORMED BY THE EXTERIOR BUILDING WALL.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS 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, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF EACH LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES, THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF THEIR SERVICE FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICE AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

##### C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER FACILITIES, AND PUBLIC STORM SEWER FACILITIES LOCATED ON THEIR LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAINS, PUBLIC SANITARY SEWER FACILITIES, OR PUBLIC STORM SEWER FACILITIES. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER FACILITY, OR PUBLIC STORM SEWER FACILITY, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, STORM SEWER INLETS, AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, OKMULGEE COUNTY RURAL WATER DISTRICT #6 OR THE CITY OF BIXBY, OKLAHOMA, OR THEIR RESPECTIVE SUCCESSORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

2. OKMULGEE COUNTY RURAL WATER DISTRICT #6, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, AND THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER FACILITIES AND PUBLIC STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

3. OKMULGEE COUNTY RURAL WATER DISTRICT #6 AND THE CITY OF BIXBY, OR THEIR RESPECTIVE SUCCESSORS, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS 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 WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

4. ALL WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH OKMULGEE COUNTY RURAL WATER DISTRICT #6 OR THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE DURING SAID TERM, THE OWNER/DEVELOPER SHALL ASSIST OKMULGEE COUNTY RURAL WATER DISTRICT #6 OR THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION C. CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY OKMULGEE COUNTY RURAL WATER DISTRICT #6 AND THE CITY OF BIXBY, OR THEIR RESPECTIVE SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

##### D. SURFACE DRAINAGE

EXCEPT FOR STORMWATER DETENTION FACILITIES CONSTRUCTED WITHIN STORMWATER DRAINAGE AND DETENTION EASEMENTS, EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS, AND NO LOT OR RESERVE AREA 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 SAID OWNER'S LOT OR RESERVE AREA. THE COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER, THE PROPERTY

OWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV, AND THE CITY OF BIXBY, OKLAHOMA.

##### E. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BIXBY, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

##### F. LIMITS OF NO ACCESS

THE OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH YALE AVENUE, EAST 161ST STREET SOUTH, AND ANY OTHER STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY.

##### G. STORMWATER DRAINAGE AND DETENTION EASEMENTS

1. THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT" OR "SDO/E" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. STORMWATER DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

4. STORMWATER DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, RETENTION, AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE ASSOCIATION SHALL MAINTAIN SAID FACILITIES IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE STORMWATER DETENTION EASEMENTS SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. LANDSCAPING, APPROVED BY THE CITY OF BIXBY, OKLAHOMA, SHALL BE ALLOWED WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENTS.

6. IN THE EVENT THE PROPERTY OWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE STORMWATER DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE ACCUMULATION OF SILTATION, OR THE ALTERATION OF GRADE WITHIN A STORMWATER DRAINAGE AND DETENTION EASEMENT, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE ASSOCIATION. IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PAY THE COSTS OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS WITH THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

##### I. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSES OF PERMITTING OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS AND AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BIXBY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE BIXBY CITY ENGINEER.

2. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE WITHIN THESE EASEMENTS UNLESS APPROVED BY THE BIXBY CITY ENGINEER, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE BIXBY CITY ENGINEER'S OFFICE.

4. THE OWNER OF THE LOT OR RESERVE AREA CONTAINING THE OVERLAND DRAINAGE EASEMENT SHALL MAINTAIN THE DRAINAGE FACILITIES LOCATED WITHIN SUCH EASEMENT. THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING SLOPE MAINTENANCE, REPAIR OF APPURTENANCES, AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

5. IN THE EVENT THE LOT OR RESERVE AREA OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS AS OUTLINED HEREIN, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, THROUGH ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF. IN THE EVENT THE LOT OR RESERVE AREA OWNER SHOULD THEN FAIL TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BECOME A LIEN AGAINST THE LOT OR RESERVE AREA OWNER. SUCH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

#### SECTION II - RESERVE AREAS

##### A. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, ALL RESERVE AREAS ARE HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING, BUT NOT NECESSARILY LIMITED TO: PRIVATE, GATED STREETS, STORMWATER DRAINAGE AND DETENTION FACILITIES, OPEN SPACE, PARK AND OTHER NEIGHBORHOOD AMENITIES AND RELATED PARKING, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND WHERE SPECIFICALLY DESIGNATED, FOR UTILITY EASEMENTS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV HEREOF.

##### B. RESERVE A

1. RESERVE A, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED BY GRANT OF THE OWNER/DEVELOPER FOR PRIVATE STREETS FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION WHICH DERIVE ACCESS FROM THE PRIVATE STREETS THEREIN, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM SUCH LOTS IN THE SUBDIVISION AND TO AND FROM THE PUBLIC STREETS WITHIN AND BORDERING THE SUBDIVISION, AND SHALL BE LIMITED TO USE FOR PRIVATE STREETS, FOR PROVIDING PRIVATE STORM SEWER AND DRAINAGE FACILITIES TO CONTROL STORMWATER RUNOFF, FOR UTILITIES, AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE ENTRY FEATURES, SIGNAGE, FENCING, LANDSCAPING, IRRIGATION, AND LIGHTING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION IV HEREOF) FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE SUBDIVISION.

2. THE DEVELOPER HEREBY GRANTS TO THE CITY OF BIXBY, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS WITHIN RESERVE A AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE, FIRE, AND EMERGENCY MEDICAL VEHICLES AND EQUIPMENT.

3. THE DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, HEREBY COVENANTS WITH THE CITY OF BIXBY, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF BIXBY, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, TO:

- CONSTRUCT AND MAINTAIN STREETS EXTENDING THE FULL LENGTH OF RESERVE A, AS DEPICTED ON THE ACCOMPANYING PLAT, AND MEETING OR EXCEEDING CITY OF BIXBY DESIGN STANDARDS FOR A MINOR LOCAL RESIDENTIAL PUBLIC STREET, NOTWITHSTANDING REDUCED RIGHT-OF-WAY WIDTHS AS PERMITTED BY THE PLANNED UNIT DEVELOPMENT.
- PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET WITHIN RESERVE A, AS DEPICTED ON THE ACCOMPANYING PLAT, WHICH WOULD OBSTRUCT THE PASSAGE OF ANY GOVERNMENTAL OR EMERGENCY VEHICLE AND SPECIFICALLY ANY FIRE SUPPRESSION VEHICLE.
- SECURE INSPECTION BY THE CITY OF BIXBY, OKLAHOMA, OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF BIXBY, OKLAHOMA, THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF BIXBY, OKLAHOMA, DECLINES TO INSPECT THE PRIVATE STREETS, CERTIFICATION SHALL BE SECURED FROM A LICENSED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE CITY OF BIXBY, OKLAHOMA, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

4. THE DEVELOPER ACKNOWLEDGES, FOR ITSELF AND ITS SUCCESSORS IN TITLE, THAT THE CITY OF BIXBY, OKLAHOMA, SHALL HAVE NO DUTY TO MAINTAIN ANY OF THE PRIVATE STREETS WITHIN THE SUBDIVISION, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF CONVEYANCE OF ANY PRIVATE STREET WITHIN THE SUBDIVISION.

##### B. RESERVES B AND C

RESERVES B AND C ARE HEREBY ESTABLISHED BY GRANT OF THE DEVELOPER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING FOR PRIVATE STORMWATER DRAINAGE AND DETENTION AND PRIVATE RECREATIONAL USES SUCH AS OPEN SPACE, PRIVATE PARK, SIGNAGE, FENCES AND WALLS, LANDSCAPING, IRRIGATION, LIGHTING, AND OTHER RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA. RESERVES B AND C, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS STORMWATER DRAINAGE AND DETENTION EASEMENTS, PROVIDED THAT THE OWNER/DEVELOPER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL USES AND FACILITIES AS OUTLINED HEREINABOVE.

##### C. ALL RESERVE AREAS

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF IMPROVEMENTS AND RECREATIONAL FACILITIES THEREIN, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION UPON CONVEYANCE OF THE RESERVE AREAS TO THE ASSOCIATION.

2. IN THE EVENT THE RESERVE AREA OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER AND PERFORM NECESSARY MAINTENANCE AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE RESERVE AREA. IN THE EVENT THE OWNER OF THE RESERVE AREA SHOULD FAIL TO PAY THE COSTS OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

3. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND MEMBER OF THE PROPERTY OWNERS' ASSOCIATION AGREES TO HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BIXBY, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF BIXBY NOR THE OWNER/DEVELOPER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.



# Conditional Final Plat

BXPUD-21.01-A

# Cottages AT DEER VALLEY

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-ONE (21).  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION & RESTRICTIVE COVENANTS (CONTINUED)

### SECTION III - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, COTTAGES AT DEER VALLEY WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. BXPUD-21.01 "THE RETREAT") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA, CITY CODE (BIXBY ZONING CODE), AND

WHEREAS PUD NO. BXPUD-21.01 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON MARCH 18, 2021, AND APPROVED BY THE BIXBY CITY COUNCIL ON APRIL 12, 2021, THE IMPLEMENTING ORDINANCE NO. 2331 WITH EMERGENCY CLAUSE ATTACHED BEING ADOPTED BY THE COUNCIL APRIL 12, 2021, AND

WHEREAS MAJOR AMENDMENT # 1 TO BXPUD-21.01, BXPUD-21.01-A "DEER VALLEY", WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON JULY 19, 2021, AND APPROVED BY THE BIXBY CITY COUNCIL ON AUGUST 23, 2021, THE IMPLEMENTING ORDINANCE NO. 2354 WITH EMERGENCY CLAUSE ATTACHED BEING ADOPTED BY THE COUNCIL AUGUST 23, 2021, AND

WHEREAS MAJOR AMENDMENT # 2 TO BXPUD-21.01, "DEER VALLEY", WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON DECEMBER 16, 2024, AND APPROVED BY THE BIXBY CITY COUNCIL ON JANUARY 13, 2025, THE IMPLEMENTING ORDINANCE NO. 2487 WITH EMERGENCY CLAUSE ATTACHED BEING ADOPTED BY THE COUNCIL JANUARY 13, 2025, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

#### A. DEVELOPMENT STANDARDS

1. DEVELOPMENT AREA A (ALL OF "COTTAGES AT DEER VALLEY" EXCEPT THOSE PARTS OF BLOCK 7 AND RESERVE B LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF EAST 159TH STREET SOUTH PROJECTED TO THE EAST LINE OF THE SOUTHEAST QUARTER [SE/4] OF THIS SECTION)

GROSS LAND AREA: 2,890,698 SF 66.361 AC  
NET LAND AREA: 2,890,698 SF 66.361 AC  
PERMITTED USES: USE UNIT 6 DETACHED SINGLE-FAMILY DWELLINGS AND CUSTOMARY ACCESSORY USES; USE UNIT 5 COMMON AREA FACILITIES SUCH AS NEIGHBORHOOD PARK, PLAYGROUND, AND RECREATIONAL OPEN SPACE.  
MAXIMUM NUMBER OF LOTS: 289  
MINIMUM LOT WIDTH †: 55 FT  
MINIMUM LOT SIZE: 5,500 SF  
MINIMUM LAND AREA PER DWELLING UNIT: 8,400 SF \*  
MAXIMUM BUILDING HEIGHT: 2 STORIES AND 35 FT \*\*  
OFF-STREET PARKING AND YARD COVERAGE: MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT. OFF-STREET PARKING SHALL NOT EXCEED 75% OF THE REQUIRED FRONT YARD WIDTH OR AREA.  
MINIMUM LIVABILITY SPACE: 2,500 SF \*\*\* ††  
MINIMUM YARD SETBACKS

FRONT YARD: 20 FT ††  
REAR YARD: 15 FT  
SIDE YARD (INTERIOR): 5 FT  
SIDE YARD ABUTTING A STREET: 10 FT : 20 FT ††

OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN THE RS-3 DISTRICT

MINIMUM DWELLING SIZE: 1,500 : 2,400 SF \*\*\*\*

FIRST FLOOR EXTERIOR MATERIALS: 100% MASONRY

\* MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF LOTS TO GROSS LAND AREA AS PROVIDED IN ZONING CODE SECTION 11-71-S.A.1. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.

\*\* ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.

\*\*\* LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-71-S.C OF THE BIXBY ZONING CODE.

\*\*\*\* GATED COTTAGE LOTS: 1,500 SF, VILLAS LOTS: 1,800 SF, ESTATES LOTS: 2,000 SF, RESERVE LOTS: 2,400 SF.

† DEFINED AS THE AVERAGE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES, WHICH IS AS IT IS PRESENTLY DEFINED IN THE BIXBY ZONING CODE.

†† SEE SECTION III.A.4. RESIDENTIAL LOT RATIOS AND SUPPLEMENTAL DEVELOPMENT STANDARDS.

2. DEVELOPMENT AREA B (NO PART OF "COTTAGES AT DEER VALLEY" IS WITHIN THIS DEVELOPMENT AREA)

3. DEVELOPMENT AREA C (BLOCK 7 AND RESERVE B, LESS AND EXCEPT THOSE PARTS THEREOF LYING SOUTH OF THE NORTH RIGHT-OF-WAY LINE OF EAST 159TH STREET SOUTH PROJECTED TO THE EAST LINE OF THE SOUTHEAST QUARTER [SE/4] OF THIS SECTION)

GROSS LAND AREA: 139,277 SF 3.197 AC  
NET LAND AREA: 139,277 SF 3.197 AC

#### PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT AND IN THE CS COMMERCIAL SHOPPING CENTER DISTRICT (EXCEPT AS SPECIFIED BELOW); DRY CLEANING/LAUNDRY WITHIN USE UNIT 15; GOLF, FRISBEE GOLF, TENNIS, AND WATER SLIDE USES AND OUTDOOR RECREATION AND AMUSEMENT ACTIVITIES, NEC WITHIN USE UNIT 20; AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES. EXCLUDED USES: ALL USES CLASSIFIED AS "SEXUALLY ORIENTED" WITHIN THE CITY OF BIXBY ZONING CODE (SECTION 11-7D-6), MEGA EVENTS, RESIDENTIAL TREATMENT CENTERS, AND TRANSITIONAL LIVING CENTERS WITHIN USE UNIT 5, AND MEDICAL MARIJUANA DISPENSARIES WITHIN USE UNIT 13.

MAXIMUM FLOOR AREA RATIO: 0.50  
MAXIMUM BUILDING FLOOR AREA: 69,638 SF  
MAXIMUM BUILDING HEIGHT: 2 STORIES OR 40 FT  
MINIMUM ARTERIAL STREET FRONTAGE: 100 FT \*  
MINIMUM NON-ARTERIAL STREET FRONTAGE: 50 FT \*

MINIMUM BUILDING SETBACKS:  
FROM ARTERIAL STREET RIGHT-OF-WAY: 25 FT  
FROM NON-ARTERIAL STREET RIGHT-OF-WAY: 10 FT  
FROM DEVELOPMENT AREA A BOUNDARY: 10 FT \*\*  
FROM ALL OTHER BOUNDARIES: 0 FT

MINIMUM PARKING RATIO: 1 PER 300 SF BUILDING FLOOR AREA \*\*\*

OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN CS DISTRICT

\* ANY INTERIOR LOT HAVING NO STREET FRONTAGE SHALL BE PROVIDED ACCESS TO A PUBLIC STREET BY ACCESS EASEMENT(S) APPROVED BY THE CITY OF BIXBY DURING PLATTING REVIEW.

\*\* PLUS 2 FEET SETBACK FOR EACH 1 FOOT OF BUILDING HEIGHT EXCEEDING 15 FEET.

\*\*\* MINIMUM AND MAXIMUM PARKING MAY BE MODIFIED IF A SITE PLAN IS SUBMITTED TO AND APPROVED BY THE BIXBY PLANNING COMMISSION.

4. RESIDENTIAL LOT RATIOS AND SUPPLEMENTAL DEVELOPMENT STANDARDS  
THE FOLLOWING RATIOS AND RESIDENTIAL BULK AND AREA DEVELOPMENT STANDARDS SHALL APPLY:

RESERVE LOTS:  
MINIMUM LOT TYPE RATIO: 25% OF DEVELOPMENT AREA B  
MAXIMUM LOT TYPE RATIO: 50% OF DEVELOPMENT AREA B  
MINIMUM LOT WIDTH: 90 FT  
MINIMUM LOT SIZE: 12,000 SF  
MINIMUM LIVABILITY OPEN SPACE PER DWELLING: 4,000 SF \*

MINIMUM YARD SETBACKS: \*\*  
FRONT YARD: 25 FT  
REAR YARD: 20 FT  
SIDE YARD NOT ABUTTING A STREET: 5 FT  
SIDE YARD ABUTTING A STREET:  
WHERE REAR YARD BACKS TO SIDE YARD 20 FT  
WHERE REAR YARD BACKS TO REAR YARD 15 FT  
GARAGE FACING SIDE STREET: 20 FT

\* LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-71-S.C OF THE BIXBY ZONING CODE.

\*\* IN THE EVENT PRIVATE STREETS WITH REDUCED RIGHT-OF-WAY WIDTHS ARE PLATTED, SETBACKS FROM STREETS SHALL INCREASE 1 FOOT FOR EACH 2 FEET RIGHT-OF-WAY WIDTH IS REDUCED FROM 50 FEET.

ESTATE LOTS:  
MINIMUM LOT TYPE RATIO: 50% OF DEVELOPMENT AREA B  
MAXIMUM LOT TYPE RATIO: 75% OF DEVELOPMENT AREA B  
MINIMUM LOT WIDTH: 70 FT  
MINIMUM LOT SIZE: 9,500 SF  
MINIMUM LIVABILITY OPEN SPACE PER DWELLING: 4,000 SF \*

MINIMUM YARD SETBACKS: \*\*  
FRONT YARD: 25 FT  
REAR YARD: 20 FT  
SIDE YARD NOT ABUTTING A STREET: 5 FT  
SIDE YARD ABUTTING A STREET:  
WHERE REAR YARD BACKS TO SIDE YARD 20 FT  
WHERE REAR YARD BACKS TO REAR YARD 15 FT  
GARAGE FACING SIDE STREET: 20 FT

\* LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-71-S.C OF THE BIXBY ZONING CODE.

\*\* IN THE EVENT PRIVATE STREETS WITH REDUCED RIGHT-OF-WAY WIDTHS ARE PLATTED, SETBACKS FROM STREETS SHALL INCREASE 1 FOOT FOR EACH 2 FEET RIGHT-OF-WAY WIDTH IS REDUCED FROM 50 FEET.

VILLAS LOTS:  
MINIMUM LOT TYPE RATIO: 15% OF DEVELOPMENT AREA A  
MAXIMUM LOT TYPE RATIO: 65% OF DEVELOPMENT AREA A  
MINIMUM LOT WIDTH: 60 FT  
MINIMUM LOT SIZE: 6,900 SF  
MINIMUM LIVABILITY OPEN SPACE PER DWELLING: 4,000 SF \*

MINIMUM YARD SETBACKS: \*\*  
FRONT YARD: 20 FT  
REAR YARD: 20 FT  
SIDE YARD NOT ABUTTING A STREET: 5 FT  
SIDE YARD ABUTTING A STREET:  
WHERE REAR YARD BACKS TO SIDE YARD: 15 FT  
WHERE REAR YARD BACKS TO REAR YARD: 10 FT  
GARAGE FACING SIDE STREET: 20 FT

\* LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-71-S.C OF THE BIXBY ZONING CODE.

\*\* IN THE EVENT PRIVATE STREETS WITH REDUCED RIGHT-OF-WAY WIDTHS ARE PLATTED, SETBACKS FROM STREETS SHALL INCREASE 1 FOOT FOR EACH 2 FEET RIGHT-OF-WAY WIDTH IS REDUCED FROM 50 FEET.

GATED COTTAGE LOTS:  
MINIMUM LOT TYPE RATIO: 35% OF DEVELOPMENT AREA A  
MAXIMUM LOT TYPE RATIO: 45% OF DEVELOPMENT AREA B  
MINIMUM LOT WIDTH: 55 FT  
MINIMUM LOT SIZE: 5,500 SF  
MINIMUM LIVABILITY OPEN SPACE PER DWELLING: 2,500 SF \*

MINIMUM YARD SETBACKS:  
FRONT YARD: 20 FT  
REAR YARD: 15 FT  
SIDE YARD NOT ABUTTING A STREET: 5 FT  
SIDE YARD ABUTTING A STREET:  
WHERE REAR YARD BACKS TO SIDE YARD: 15 FT (NO ATTACHED GARAGE SHALL FACE SIDE STREET)  
WHERE REAR YARD BACKS TO REAR YARD: 10 FT (NO ATTACHED GARAGE SHALL FACE SIDE STREET)

\* EACH LOT SHALL CONTAIN NOT LESS THAN 2,200 SF OF LIVABILITY OPEN SPACE. THE BALANCE REQUIRED SHALL BE ESTABLISHED BY PLAT WITHIN RESERVE AREAS WITH RESTRICTIVE COVENANTS PRESERVING THE AREAS AS PERPETUAL OPEN SPACE AND GUARANTEEING ACCESS TO ALL GATED COTTAGE LOTS.

5. ACCESS AND CIRCULATION  
STREETS SERVING DEER VALLEY ARE PROPOSED TO BE PUBLIC, WITH THE EXCEPTION OF THE GATED COTTAGE LOT NEIGHBORHOOD AND CERTAIN OTHER NEIGHBORHOODS, WHICH WILL BE SERVED BY PRIVATE, GATED STREETS. AS PHASES DEVELOP, HOWEVER, ALL NEIGHBORHOODS WILL HAVE THE OPTION OF PRIVATE, GATED STREETS, PER THIS PUD. COLLECTOR STREETS WILL NOT BE GATED. WHETHER PUBLIC OR PRIVATE, STREETS SHALL BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS OF THE CITY OF BIXBY FOR MINOR PUBLIC STREETS; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS THROUGH PLATTING INCLUDING, BUT NOT LIMITED TO, PRIVATE, GATED STREETS WITH REDUCED RIGHT-OF-WAY WIDTH AND NO SIDEWALKS, OR SIDEWALKS ON ONE SIDE OF THE STREET. ANY DIVIDED, BOULEVARD STREETS SEPARATED BY PRIVATE LANDSCAPED ISLANDS MAY HAVE ONE-WAY LANES MEETING RIGHT-OF-WAY WIDTH REQUIREMENTS IN AGGREGATE AND SHALL OTHERWISE BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS DETERMINED BY THE CITY OF BIXBY DURING THE PLATTING STAGE. ANY GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE.

EXCEPT AS OTHERWISE PROVIDED IN THIS PUD, SIDEWALKS, INCLUDING BOTH INTERNAL AND ALONG EXTERIOR STREET FRONTAGES, SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER. SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT. SIDEWALKS/TRAILS ALONG THE PARKWAY/COLLECTOR STREETS SHALL BE CONSTRUCTED BY THE DEVELOPER.

6. SIGNS  
RESIDENTIAL SUBDIVISION ENTRANCE SIGNAGE SHALL BE PERMITTED ALONG THE ARTERIAL STREET FRONTAGE AND SHALL COMPLY WITH STANDARDS FOR SAME AS PROVIDED IN THE BIXBY ZONING CODE. ENTRY SIGNAGE WILL BE INTEGRATED WITH THE LANDSCAPED ENTRIES AND CONTAINED WITHIN RESERVE AREAS OR EASEMENTS TO BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES, APPROPRIATE FOR PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES. RESIDENTIAL SIGNAGE SHALL OTHERWISE COMPLY WITH THE BIXBY ZONING CODE.

7. PLATTING AND SITE PLAN REQUIREMENTS  
NO BUILDING PERMIT SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND RECOMMENDED UPON BY THE BIXBY PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BIXBY, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BIXBY SHALL BE A BENEFICIARY THEREOF. THE PLAT WILL ALSO SERVE AS THE SITE PLAN FOR ALL RESIDENTIAL LOTS CONTAINED WITHIN THE PLAT.  
NO BUILDING PERMIT SHALL BE ISSUED WITHIN DEVELOPMENT AREA C UNTIL A SITE PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BIXBY STAFF AS BEING IN COMPLIANCE WITH THIS PUD.  
WHEN FULLY PLATTED, NOT LESS THAN 15% OR 24 ACRES OF DEER VALLEY SHALL BE PRESERVED AS OPEN SPACE FOR THE ENJOYMENT OF THE RESIDENTS.

8. CITY DEPARTMENT REQUIREMENTS  
STANDARD REQUIREMENTS OF THE CITY OF BIXBY FIRE MARSHAL, CITY ENGINEER, AND CITY ATTORNEY SHALL BE MET.

### SECTION IV - PROPERTY OWNERS' ASSOCIATION

#### A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN "DEER VALLEY BLOCKS 1-5", "COTTAGES AT DEER VALLEY", AND SUBSEQUENT "DEER VALLEY PHASES" (THE "PROPERTY OWNERS' ASSOCIATION" OR THE "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING PROPERTY AND FACILITIES INCLUDING BUT NOT LIMITED TO PRIVATE STREETS, RESERVE AREAS, STORMWATER DRAINAGE AND DETENTION FACILITIES, ENTRY FEATURES, LANDSCAPING, AND OTHER COMMON AREAS AND IMPROVEMENTS THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER SUBDIVISION INCLUDING THE NAME "DEER VALLEY" OR OTHERWISE WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE PROPERTY OWNERS' ASSOCIATION BY THE OWNER/DEVELOPER OR THE ASSOCIATION.

#### B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, ALL AS GOVERNED BY THE ASSOCIATION'S ARTICLES OF INCORPORATION AND AS DESCRIBED IN THE SUBDIVISION'S SEPARATE COVENANTS, CONDITIONS AND RESTRICTIONS OR SIMILARLY-TITLED DOCUMENT TO BE FILED AFTER THIS PLAT. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT, THE RIGHTS, RESPONSIBILITIES, ASSESSMENTS, AND OTHER MEMBERSHIP PARTICULARS, AND THE MEMBERSHIP ITSELF MAY BE SUBDIVIDED BY SUBSEQUENT DOCUMENT, SUCH AS BETWEEN THE OWNER OF LOT 1, BLOCK 7, "COTTAGES AT DEER VALLEY", SINGLE FAMILY RESIDENTIAL LOTS SERVED BY PRIVATE, GATED STREETS WITHIN "COTTAGES AT DEER VALLEY", AND ALL OTHER LOT OWNERS WITHIN THE SUBDIVISION AND OTHER SUBDIVISIONS SHARING THE ASSOCIATION.

#### C. ASSESSMENT

EACH OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF RESERVE AREAS AND ANY OTHER PROPERTY AND FACILITIES THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE.

#### D. ASSOCIATION TO BE BENEFICIARY

THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING THE OWNER/DEVELOPER, EACH LOT OWNER, THE CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, ALL AS PROVIDED FOR WITHIN THIS DEED OF DEDICATION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

#### E. EXPANSION RIGHTS OF THE ASSOCIATION

THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO ADD ADDITIONAL LAND TO THE PROPERTY OWNERS' ASSOCIATION TO SHARE IN BOTH USE AND COSTS OF STORMWATER DRAINAGE AND DETENTION FACILITIES LOCATED WITHIN RESERVE AREAS, AND OTHER COMMON AREAS OR IMPROVEMENTS THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS WITHIN THE SUBDIVISION OR OTHER ADDITIONAL LANDS WHICH MAY BE ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION. ADDITIONAL LAND CAN ONLY BE ADDED BY THE EXPRESS CONSENT OF THE ORIGINAL OWNER/DEVELOPER, UNTIL SUCH TIME AS THE OWNER/DEVELOPER RELINQUISHES THIS RIGHT TO THE PROPERTY OWNERS' ASSOCIATION BY INSTRUMENT DULY FILED OF RECORD. UPON ADDITION OF LAND AS PROVIDED HEREIN, THE OWNERS OF SUCH LAND SHALL BE PERMITTED ALL RIGHTS, PRIVILEGES, AND RESPONSIBILITIES OF THE PROPERTY OWNERS' ASSOCIATION.

### SECTION V - ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

#### A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I STREETS, EASEMENTS, AND UTILITIES, SECTION II RESERVE AREAS, AND SECTION III PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I, II, AND III, REGARDLESS WHETHER SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

#### B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

#### C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I STREETS, EASEMENTS, AND UTILITIES AND SECTION II RESERVE AREAS, AND SECTION V ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A

WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III PLANNED UNIT DEVELOPMENT MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-21.01-A BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO BXPUD-21.01-A UPON FILING OF RECORD AN ORDINANCE OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS CONTAINED WITHIN ANY OTHER SECTION OF THIS DEED OF DEDICATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY, BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

#### D. 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 OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

N WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

GREEN PROPERTY MANAGEMENT, INC.  
AN OKLAHOMA CORPORATION

BY: \_\_\_\_\_  
BRIAN J. GREEN, ITS PRESIDENT

STATE OF OKLAHOMA )  
) ss  
COUNTY OF TULSA )

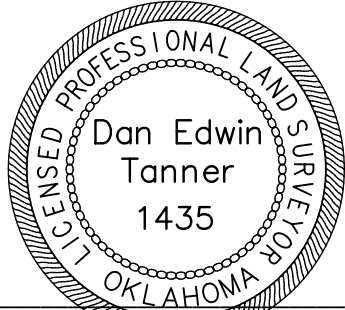
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED BRIAN J. GREEN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF GREEN PROPERTY MANAGEMENT, INC. TO THE FOREGOING INSTRUMENT, AS ITS PRESIDENT, 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 SAID COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

#### CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "COTTAGES AT DEER VALLEY", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.  
WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

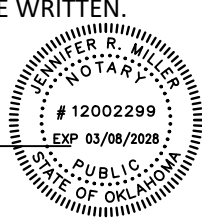


BY: \_\_\_\_\_  
DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
) ss  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING CERTIFICATE AS LICENSED PROFESSIONAL LAND SURVEYOR, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028  
MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC



DATE OF PREPARATION: August 3, 2026

Cottages at Deer Valley  
SHEET 3 OF 3



# Regular Agenda Item Commentary

**Item Title**

Discussion and review of Final Plat Case No. BXPT-24.13 FP Blocks 1-5, a request for a residential subdivision consisting of one hundred nine (109) lots within five (5) blocks, including two (2) reserve areas, on approximately 29 acres, located approximately 1/4 mile north of East 161st Street South, on the west side of South Yale Avenue, Bixby, Oklahoma.

**Initiator****Staff Information Source****Background****Exhibits**

1. 17003\_20260803\_Deer Valley Blocks 1-5\_ConditionalFinalPlat

**Key Issue****Council Action****Recommendation****Item No:** 6.**Meeting Date**

September 2, 2026

**Meeting**

20260902 Technical Advisory Committee Agenda



Draft Final Plat

BXPUD-21.01-A

DEER VALLEY  
BLOCKS 1-5

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-ONE (21),  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

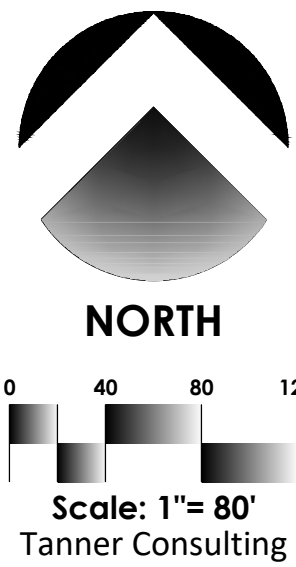
SURVEYOR/ENGINEER:  
**Tanner Consulting, L.L.C.**

DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2027  
EMAIL: DAN@TANNERBAITSHOP.COM  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918) 745-9929

OWNER:

**Green Property  
Management, Inc.**

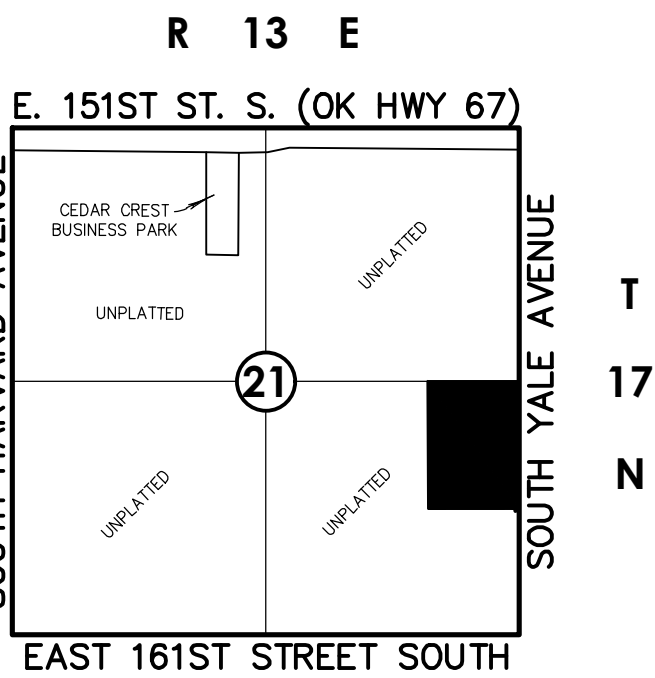
AN OKLAHOMA LIMITED LIABILITY COMPANY  
CONTACT: BRIAN GREEN  
EMAIL: BRIAN@GCCIVIL.COM  
13902 U.S. Hwy 169  
Oologah, Oklahoma 74053  
Phone: (918) 613-0766



SUBDIVISION CONTAINS:

ONE HUNDRED NINE (109) LOTS  
IN FIVE (5) BLOCKS  
WITH TWO (2) RESERVES

GROSS SUBDIVISION AREA: 29.116 ACRES



**Location Map**  
Scale: 1"= 2000'



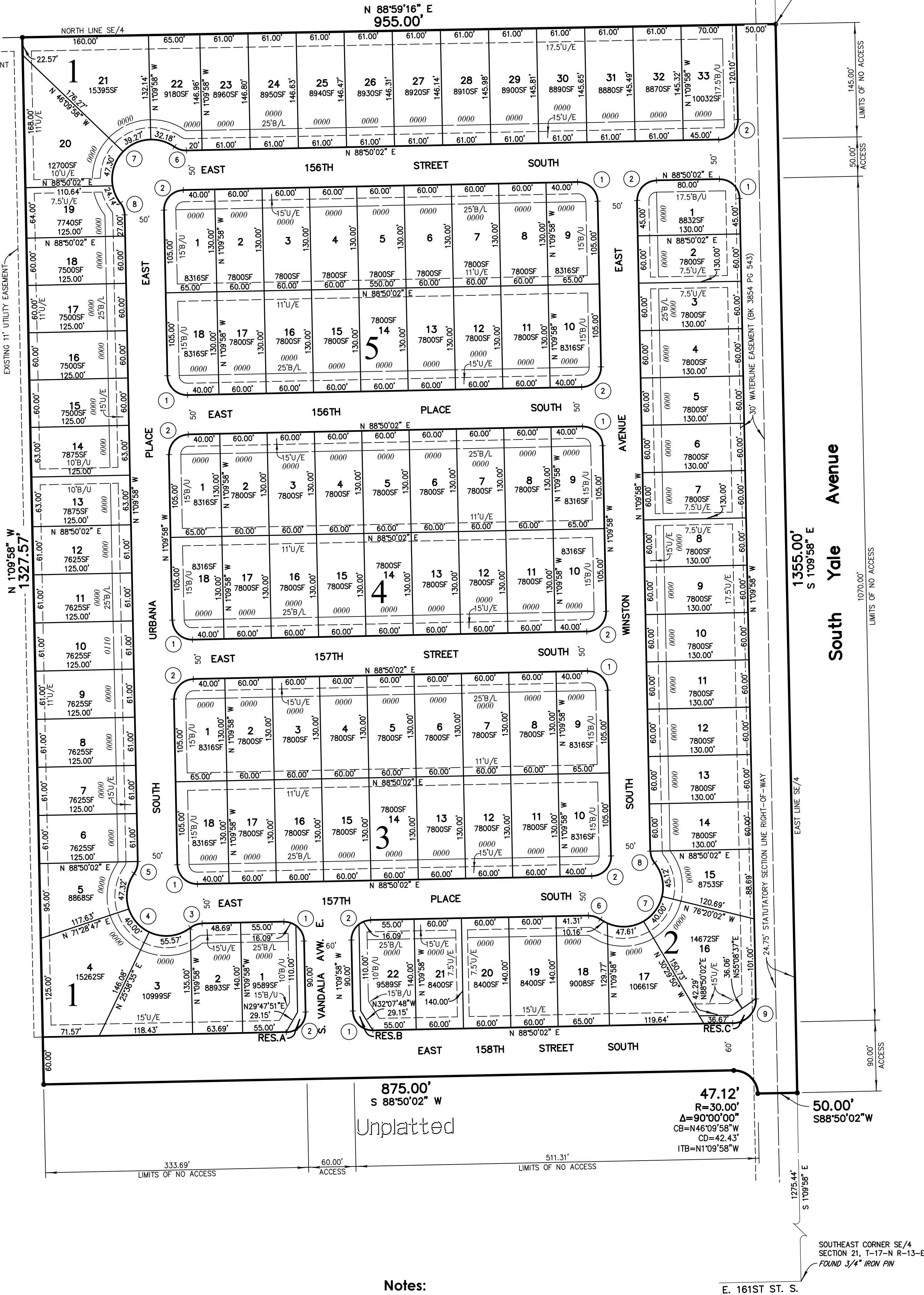
LEGEND

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DOC DOCUMENT
- ESMT EASEMENT
- GOV'T GOVERNMENT
- LNA LIMITS OF NO ACCESS
- ODE OVERLAND DRAINAGE EASEMENT
- RES. RESERVE
- R/W RIGHT-OF-WAY
- RWD RURAL WATER DISTRICT
- 1234 ADDRESS ASSIGNED
- U/E UTILITY EASEMENT
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)

Unplatted

Unplatted

POINT OF BEGINNING  
NORTHEAST CORNER SE/4  
SECTION 21, T-17-N R-13-E  
FOUND MAGNETIC NAIL



Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" OR "CA 2661" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (1301), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
  - (a) FOUND MAGNETIC NAIL AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 21;
  - (b) FOUND 3/4" IRON PIN AT THE SOUTHEAST CORNER OF SECTION 21;THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°09'58" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BIXBY AND WERE 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.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH YALE AVENUE BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
- ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.

Curve Table

| CURVE | LENGTH(L) | RADIUS(R) | DELTA(Δ)   | CHORDBCRG(CB) | CHORDDIS(CD) |
|-------|-----------|-----------|------------|---------------|--------------|
| 1     | 39.27'    | 25.00'    | 90°00'00"  | N46°09'58"W   | 35.36'       |
| 2     | 39.27'    | 25.00'    | 90°00'00"  | N43°50'02"E   | 35.36'       |
| 3     | 16.09'    | 25.00'    | 36°52'12"  | N70°23'56"E   | 15.81'       |
| 4     | 142.89'   | 50.00'    | 163°44'23" | N46°09'58"W   | 98.99'       |
| 5     | 16.09'    | 25.00'    | 36°52'12"  | N17°16'07"E   | 15.81'       |
| 6     | 16.09'    | 25.00'    | 36°52'12"  | N72°43'53"W   | 15.81'       |
| 7     | 142.89'   | 50.00'    | 163°44'23" | N43°50'02"E   | 98.99'       |
| 8     | 16.09'    | 25.00'    | 36°52'12"  | N19°36'04"W   | 15.81'       |
| 9     | 47.12'    | 30.00'    | 90°00'00"  | N43°50'02"E   | 42.43'       |

FINAL PLAT  
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the City Council of the City of Bixby.

on \_\_\_\_\_

MAYOR-VICE MAYOR

This approval is void if the above signature is not endorsed by the City Manager or City Clerk.

CITY MANAGER-CITY CLERK

DATE OF PREPARATION: August 3, 2026

Deer Valley Blocks 1-5  
SHEET 1 OF 3



Conditional Final Plat

BXPUD-21.01-A

DEER VALLEY  
BLOCKS 1-5

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-ONE (21).  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT GREEN PROPERTY MANAGEMENT, INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SE/4; THENCE SOUTH 1°09'58" EAST AND ALONG THE EAST LINE OF THE SE/4, FOR A DISTANCE OF 1355.00 FEET; THENCE SOUTH 88°50'02" WEST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY ALONG A 30.00 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 1°09'58" WEST, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF NORTH 46°09'58" WEST FOR 42.43 FEET, FOR AN ARC DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°50'02" WEST AND PERPENDICULAR TO THE EAST LINE, FOR A DISTANCE OF 875.00 FEET; THENCE NORTH 1°09'58" WEST FOR A DISTANCE OF 1327.57 FEET TO A POINT ON THE NORTH LINE OF SAID SE/4; THENCE NORTH 88°59'15" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 955.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,268,294 SQUARE FEET OR 29.116 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (A) MAGNETIC NAIL FOUND AT NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 21;
- (B) 3/4" IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 21;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 01°09'58" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS, AND HAS DESIGNATED THE SAME AS "DEER VALLEY BLOCKS 1-5", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I - STREETS, EASEMENTS, AND UTILITIES

A. STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES TO THE PUBLIC THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REPAIR, REPLACE, AND REMOVE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, REPLACING, AND REMOVING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR UTILITY EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS OR AS DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS/STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER AND GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND 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 SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE, TERMINATING AT THE PLANE FORMED BY THE EXTERIOR BUILDING WALL.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS 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, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF EACH LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF THEIR SERVICE FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICE AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER FACILITIES, AND PUBLIC STORM SEWER FACILITIES LOCATED ON THEIR LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAINS, PUBLIC SANITARY SEWER FACILITIES, OR PUBLIC STORM SEWER FACILITIES. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER FACILITY, OR PUBLIC STORM SEWER FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SUCH MAINS OR FACILITIES, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED BY THE LOT OR RESERVE AREA OWNER FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER FACILITY, OR PUBLIC STORM SEWER FACILITY, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, STORM SEWER INLETS, AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, OKMULGEE COUNTY RURAL WATER DISTRICT #6 OR THE CITY OF BIXBY, OKLAHOMA, OR THEIR RESPECTIVE SUCCESSORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

2. OKMULGEE COUNTY RURAL WATER DISTRICT #6, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, AND THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER FACILITIES AND PUBLIC STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

3. OKMULGEE COUNTY RURAL WATER DISTRICT #6 AND THE CITY OF BIXBY, OR THEIR RESPECTIVE SUCCESSORS, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS 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 WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

4. ALL WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH OKMULGEE COUNTY RURAL WATER DISTRICT #6 OR THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE DURING SAID TERM, THE OWNER/DEVELOPER SHALL ASSIST OKMULGEE COUNTY RURAL WATER DISTRICT #6 OR THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION C. CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY OKMULGEE COUNTY RURAL WATER DISTRICT #6 AND THE CITY OF BIXBY, OR THEIR RESPECTIVE SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS, AND NO LOT OR RESERVE AREA 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 SAID OWNER'S LOT OR RESERVE AREA. THE COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER, THE PROPERTY OWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV, AND THE CITY OF BIXBY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BIXBY, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. LIMITS OF NO ACCESS

THE OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH YALE AVENUE AND ANY OTHER STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA, OR AS OTHERWISE

PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY.

SECTION II - RESERVE AREAS

A. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, ALL RESERVE AREAS ARE HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING, BUT NOT NECESSARILY LIMITED TO: PRIVATE, GATED STREETS, STORMWATER DRAINAGE AND DETENTION FACILITIES, OPEN SPACE, PARK AND OTHER NEIGHBORHOOD AMENITIES AND RELATED PARKING, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND WHERE SPECIFICALLY DESIGNATED, FOR UTILITY EASEMENTS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV HEREOF.

B. RESERVES A, B, AND C

RESERVES A, B, AND C ARE HEREBY ESTABLISHED BY GRANT OF THE DEVELOPER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING FOR LANDSCAPED ENTRY FEATURES, OPEN SPACE, PRIVATE PARK, SIGNAGE, FENCES AND WALLS, LANDSCAPING, IRRIGATION, LIGHTING, AND OTHER RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA. RESERVES A, B, AND C, REGARDLESS WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS UTILITY EASEMENTS, PROVIDED THAT THE OWNER/DEVELOPER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL USES AND FACILITIES AS OUTLINED HEREINABOVE.

C. ALL RESERVE AREAS

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF IMPROVEMENTS AND RECREATIONAL FACILITIES THEREIN, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION UPON CONVEYANCE OF THE RESERVE AREAS TO THE ASSOCIATION.

2. IN THE EVENT THE RESERVE AREA OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER AND PERFORM NECESSARY MAINTENANCE AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE RESERVE AREA. IN THE EVENT THE OWNER OF THE RESERVE AREA SHOULD FAIL TO PAY THE COSTS OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

3. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND MEMBER OF THE PROPERTY OWNERS' ASSOCIATION AGREES TO HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BIXBY, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF BIXBY NOR THE OWNER/DEVELOPER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

SECTION III - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, DEER VALLEY BLOCKS 1-5 WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. BXPUD-21.01 "THE RETREAT") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA, CITY CODE (BIXBY ZONING CODE), AND

WHEREAS PUD NO. BXPUD-21.01 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON MARCH 18, 2021, AND APPROVED BY THE BIXBY CITY COUNCIL ON APRIL 12, 2021, THE IMPLEMENTING ORDINANCE NO. 2331 WITH EMERGENCY CLAUSE ATTACHED BEING ADOPTED BY THE COUNCIL APRIL 12, 2021, AND

WHEREAS MAJOR AMENDMENT # 1 TO BXPUD-21.01, BXPUD-21.01-A "DEER VALLEY", WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON JULY 19, 2021, AND APPROVED BY THE BIXBY CITY COUNCIL ON AUGUST 23, 2021, THE IMPLEMENTING ORDINANCE NO. 2354 WITH EMERGENCY CLAUSE ATTACHED BEING ADOPTED BY THE COUNCIL AUGUST 23, 2021, AND

WHEREAS MAJOR AMENDMENT # 2 TO BXPUD-21.01, "DEER VALLEY", WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON DECEMBER 16, 2024, AND APPROVED BY THE BIXBY CITY COUNCIL ON JANUARY 13, 2025, THE IMPLEMENTING ORDINANCE NO. 2487 WITH EMERGENCY CLAUSE ATTACHED BEING ADOPTED BY THE COUNCIL JANUARY 13, 2025, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCABLE BY THE CITY OF BIXBY, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. DEVELOPMENT STANDARDS

1. DEVELOPMENT AREA A (ALL OF "DEER VALLEY BLOCKS 1-5")

GROSS LAND AREA: 2,890,698 SF 66.361 AC  
NET LAND AREA: 2,890,698 SF 66.361 AC  
PERMITTED USES: USE UNIT 6 DETACHED SINGLE-FAMILY DWELLINGS AND CUSTOMARY ACCESSORY USES; USE UNIT 5 COMMON AREA FACILITIES SUCH AS NEIGHBORHOOD PARK, PLAYGROUND, AND RECREATIONAL OPEN SPACE.  
MAXIMUM NUMBER OF LOTS: 289  
MINIMUM LOT WIDTH †: 55 FT  
MINIMUM LOT SIZE: 5,500 SF  
MINIMUM LAND AREA PER DWELLING UNIT: 8,400 SF \*  
MAXIMUM BUILDING HEIGHT: 2 STORIES AND 35 FT \*\*  
OFF-STREET PARKING AND YARD COVERAGE: MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT. OFF-STREET PARKING SHALL NOT EXCEED 75% OF THE REQUIRED FRONT YARD WIDTH OR AREA.  
MINIMUM LIVABILITY SPACE: 2,500 SF \*\*\* ††  
MINIMUM YARD SETBACKS  
FRONT YARD: 20 FT ††  
REAR YARD: 15 FT  
SIDE YARD (INTERIOR): 5 FT  
SIDE YARD ABUTTING A STREET: 10 FT : 20 FT ††  
OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN THE RS-3 DISTRICT  
MINIMUM DWELLING SIZE: 1,500 : 2,400 SF \*\*\*\*  
FIRST FLOOR EXTERIOR MATERIALS: 100% MASONRY  
\* MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF LOTS TO GROSS LAND AREA AS PROVIDED IN ZONING CODE SECTION 11-7I-5.A.1. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.  
\*\* ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.  
\*\*\* LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-7I-5.C OF THE BIXBY ZONING CODE.  
\*\*\*\* GATED COTTAGE LOTS: 1,500 SF, VILLAS LOTS: 1,800 SF, ESTATES LOTS: 2,000 SF, RESERVE LOTS: 2,400 SF.  
† DEFINED AS THE AVERAGE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES, WHICH IS AS IT IS PRESENTLY DEFINED IN THE BIXBY ZONING CODE.  
†† SEE SECTION III.A.4. RESIDENTIAL LOT RATIOS AND SUPPLEMENTAL DEVELOPMENT STANDARDS.

2. DEVELOPMENT AREA B (NO PART OF "DEER VALLEY BLOCKS 1-5" IS WITHIN THIS DEVELOPMENT AREA)

3. DEVELOPMENT AREA C (NO PART OF "DEER VALLEY BLOCKS 1-5" IS WITHIN THIS DEVELOPMENT AREA)

4. RESIDENTIAL LOT RATIOS AND SUPPLEMENTAL DEVELOPMENT STANDARDS

THE FOLLOWING RATIOS AND RESIDENTIAL BULK AND AREA DEVELOPMENT STANDARDS SHALL APPLY:

RESERVE LOTS:  
MINIMUM LOT TYPE RATIO: 25% OF DEVELOPMENT AREA B  
MAXIMUM LOT TYPE RATIO: 50% OF DEVELOPMENT AREA B  
MINIMUM LOT WIDTH: 90 FT  
MINIMUM LOT SIZE: 12,000 SF  
MINIMUM LIVABILITY OPEN SPACE PER DWELLING: 4,000 SF \*  
MINIMUM YARD SETBACKS: \*\*  
FRONT YARD: 25 FT  
REAR YARD: 20 FT  
SIDE YARD NOT ABUTTING A STREET: 5 FT  
SIDE YARD ABUTTING A STREET:  
WHERE REAR YARD BACKS TO SIDE YARD 20 FT  
WHERE REAR YARD BACKS TO REAR YARD 15 FT  
GARAGE FACING SIDE STREET: 20 FT

\* LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-7I-5.C OF THE BIXBY ZONING CODE.  
\*\* IN THE EVENT PRIVATE STREETS WITH REDUCED RIGHT-OF-WAY WIDTHS ARE PLATTED, SETBACKS FROM STREETS SHALL INCREASE 1 FOOT FOR EACH 2 FEET RIGHT-OF-WAY WIDTH IS REDUCED FROM 50 FEET.



Conditional Final Plat

BXPUD-21.01-A

DEER VALLEY

BLOCKS 1-5

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-ONE (21),  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS  
(CONTINUED)

|                                             |                           |  |
|---------------------------------------------|---------------------------|--|
| ESTATE LOTS:                                |                           |  |
| MINIMUM LOT TYPE RATIO:                     | 50% OF DEVELOPMENT AREA B |  |
| MAXIMUM LOT TYPE RATIO:                     | 75% OF DEVELOPMENT AREA B |  |
| MINIMUM LOT WIDTH:                          | 70 FT                     |  |
| MINIMUM LOT SIZE:                           | 9,500 SF                  |  |
| MINIMUM LIVABILITY OPEN SPACE PER DWELLING: | 4,000 SF *                |  |
| MINIMUM YARD SETBACKS: **                   |                           |  |
| FRONT YARD:                                 | 25 FT                     |  |
| REAR YARD:                                  | 20 FT                     |  |
| SIDE YARD NOT ABUTTING A STREET:            | 5 FT                      |  |
| SIDE YARD ABUTTING A STREET:                |                           |  |
| WHERE REAR YARD BACKS TO SIDE YARD          | 20 FT                     |  |
| WHERE REAR YARD BACKS TO REAR YARD          | 15 FT                     |  |
| GARAGE FACING SIDE STREET:                  | 20 FT                     |  |

\* LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-7I-5.C OF THE BIXBY ZONING CODE.

\*\* IN THE EVENT PRIVATE STREETS WITH REDUCED RIGHT-OF-WAY WIDTHS ARE PLATTED, SETBACKS FROM STREETS SHALL INCREASE 1 FOOT FOR EACH 2 FEET RIGHT-OF-WAY WIDTH IS REDUCED FROM 50 FEET.

|                                             |                           |  |
|---------------------------------------------|---------------------------|--|
| VILLAS LOTS:                                |                           |  |
| MINIMUM LOT TYPE RATIO:                     | 15% OF DEVELOPMENT AREA A |  |
| MAXIMUM LOT TYPE RATIO:                     | 65% OF DEVELOPMENT AREA A |  |
| MINIMUM LOT WIDTH:                          | 60 FT                     |  |
| MINIMUM LOT SIZE:                           | 6,900 SF                  |  |
| MINIMUM LIVABILITY OPEN SPACE PER DWELLING: | 4,000 SF *                |  |
| MINIMUM YARD SETBACKS: **                   |                           |  |
| FRONT YARD:                                 | 20 FT                     |  |
| REAR YARD:                                  | 20 FT                     |  |
| SIDE YARD NOT ABUTTING A STREET:            | 5 FT                      |  |
| SIDE YARD ABUTTING A STREET:                |                           |  |
| WHERE REAR YARD BACKS TO SIDE YARD:         | 15 FT                     |  |
| WHERE REAR YARD BACKS TO REAR YARD:         | 10 FT                     |  |
| GARAGE FACING SIDE STREET:                  | 20 FT                     |  |

\* LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-7I-5.C OF THE BIXBY ZONING CODE.

\*\* IN THE EVENT PRIVATE STREETS WITH REDUCED RIGHT-OF-WAY WIDTHS ARE PLATTED, SETBACKS FROM STREETS SHALL INCREASE 1 FOOT FOR EACH 2 FEET RIGHT-OF-WAY WIDTH IS REDUCED FROM 50 FEET.

|                                             |                                                   |  |
|---------------------------------------------|---------------------------------------------------|--|
| GATED COTTAGE LOTS:                         |                                                   |  |
| MINIMUM LOT TYPE RATIO:                     | 35% OF DEVELOPMENT AREA A                         |  |
| MAXIMUM LOT TYPE RATIO:                     | 45% OF DEVELOPMENT AREA B                         |  |
| MINIMUM LOT WIDTH:                          | 55 FT                                             |  |
| MINIMUM LOT SIZE:                           | 5,500 SF                                          |  |
| MINIMUM LIVABILITY OPEN SPACE PER DWELLING: | 2,500 SF *                                        |  |
| MINIMUM YARD SETBACKS:                      |                                                   |  |
| FRONT YARD:                                 | 20 FT                                             |  |
| REAR YARD:                                  | 15 FT                                             |  |
| SIDE YARD NOT ABUTTING A STREET:            | 5 FT                                              |  |
| SIDE YARD ABUTTING A STREET:                |                                                   |  |
| WHERE REAR YARD BACKS TO SIDE YARD:         | 15 FT (NO ATTACHED GARAGE SHALL FACE SIDE STREET) |  |
| WHERE REAR YARD BACKS TO REAR YARD:         | 10 FT (NO ATTACHED GARAGE SHALL FACE SIDE STREET) |  |

\* EACH LOT SHALL CONTAIN NOT LESS THAN 2,200 SF OF LIVABILITY OPEN SPACE. THE BALANCE REQUIRED SHALL BE ESTABLISHED BY PLAT WITHIN RESERVE AREAS WITH RESTRICTIVE COVENANTS PRESERVING THE AREAS AS PERPETUAL OPEN SPACE AND GUARANTEEING ACCESS TO ALL GATED COTTAGE LOTS.

1. ACCESS AND CIRCULATION

STREETS SERVING DEER VALLEY ARE PROPOSED TO BE PUBLIC, WITH THE EXCEPTION OF THE GATED COTTAGE LOT NEIGHBORHOOD AND CERTAIN OTHER NEIGHBORHOODS, WHICH WILL BE SERVED BY PRIVATE, GATED STREETS. AS PHASES DEVELOP, HOWEVER, ALL NEIGHBORHOODS WILL HAVE THE OPTION OF PRIVATE, GATED STREETS, PER THIS PUD. COLLECTOR STREETS WILL NOT BE GATED. WHETHER PUBLIC OR PRIVATE, STREETS SHALL BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS OF THE CITY OF BIXBY FOR MINOR PUBLIC STREETS; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS THROUGH PLATTING INCLUDING, BUT NOT LIMITED TO, PRIVATE, GATED STREETS WITH REDUCED RIGHT-OF-WAY WIDTH AND NO SIDEWALKS, OR SIDEWALKS ON ONE SIDE OF THE STREET. ANY DIVIDED, BOULEVARD STREETS SEPARATED BY PRIVATE LANDSCAPED ISLANDS MAY HAVE ONE-WAY LANES MEETING RIGHT-OF-WAY WIDTH REQUIREMENTS IN AGGREGATE AND SHALL OTHERWISE BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS DETERMINED BY THE CITY OF BIXBY DURING THE PLATTING STAGE. ANY GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE.

EXCEPT AS OTHERWISE PROVIDED IN THIS PUD, SIDEWALKS, INCLUDING BOTH INTERNAL AND ALONG EXTERIOR STREET FRONTAGES, SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER. SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT. SIDEWALKS/TRAILS ALONG THE PARKWAY/COLLECTOR STREETS SHALL BE CONSTRUCTED BY THE DEVELOPER.

2. SIGNS

RESIDENTIAL SUBDIVISION ENTRANCE SIGNAGE SHALL BE PERMITTED ALONG THE ARTERIAL STREET FRONTAGE AND SHALL COMPLY WITH STANDARDS FOR SAME AS PROVIDED IN THE BIXBY ZONING CODE. ENTRY SIGNAGE SHALL BE INTEGRATED WITH THE LANDSCAPED ENTRIES AND CONTAINED WITHIN RESERVE AREAS OR EASEMENTS TO BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES, APPROPRIATE FOR PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES. RESIDENTIAL SIGNAGE SHALL OTHERWISE COMPLY WITH THE BIXBY ZONING CODE.

3. PLATTING AND SITE PLAN REQUIREMENTS

NO BUILDING PERMIT SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND RECOMMENDED UPON BY THE BIXBY PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BIXBY, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BIXBY SHALL BE A BENEFICIARY THEREOF. THE PLAT WILL ALSO SERVE AS THE SITE PLAN FOR ALL RESIDENTIAL LOTS CONTAINED WITHIN THE PLAT.

NO BUILDING PERMIT SHALL BE ISSUED WITHIN DEVELOPMENT AREA C UNTIL A SITE PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BIXBY STAFF AS BEING IN COMPLIANCE WITH THIS PUD.

WHEN FULLY PLATTED, NOT LESS THAN 15% OR 24 ACRES OF DEER VALLEY SHALL BE PRESERVED AS OPEN SPACE FOR THE ENJOYMENT OF THE RESIDENTS.

4. CITY DEPARTMENT REQUIREMENTS

STANDARD REQUIREMENTS OF THE CITY OF BIXBY FIRE MARSHAL, CITY ENGINEER, AND CITY ATTORNEY SHALL BE MET.

SECTION IV - PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN "DEER VALLEY BLOCKS 1-5", "COTTAGES AT DEER VALLEY", AND SUBSEQUENT "DEER VALLEY PHASES" (THE "PROPERTY OWNERS' ASSOCIATION" OR THE "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING PROPERTY AND FACILITIES INCLUDING BUT NOT LIMITED TO PRIVATE STREETS, RESERVE AREAS, STORMWATER DRAINAGE AND DETENTION FACILITIES, ENTRY FEATURES, LANDSCAPING, AND OTHER COMMON AREAS AND IMPROVEMENTS THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER SUBDIVISION INCLUDING THE NAME "DEER VALLEY" OR OTHERWISE WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE PROPERTY OWNERS' ASSOCIATION BY THE OWNER/DEVELOPER OR THE ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, ALL AS GOVERNED BY THE ASSOCIATION'S ARTICLES OF INCORPORATION AND AS DESCRIBED IN THE SUBDIVISION'S SEPARATE COVENANTS, CONDITIONS AND RESTRICTIONS OR SIMILARLY-TITLED DOCUMENT TO BE FILED AFTER THIS PLAT. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE RIGHTS, RESPONSIBILITIES, ASSESSMENTS, AND OTHER MEMBERSHIP PARTICULARS, AND THE MEMBERSHIP ITSELF MAY BE SUBDIVIDED BY SUBSEQUENT DOCUMENT, SUCH AS BETWEEN THE OWNER OF LOT 1, BLOCK 7, "COTTAGES AT DEER VALLEY", SINGLE FAMILY RESIDENTIAL LOTS SERVED BY PRIVATE, GATED STREETS WITHIN "COTTAGES AT DEER VALLEY", AND ALL OTHER LOT OWNERS WITHIN THE SUBDIVISION AND OTHER SUBDIVISIONS SHARING THE ASSOCIATION.

C. ASSESSMENT

EACH OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREOF, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF RESERVE AREAS AND ANY OTHER PROPERTY AND FACILITIES THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE.

D. ASSOCIATION TO BE BENEFICIARY

THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING THE OWNER/DEVELOPER, EACH LOT OWNER, THE CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, ALL AS PROVIDED FOR WITHIN THIS DEED OF DEDICATION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

E. EXPANSION RIGHTS OF THE ASSOCIATION

THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO ADD ADDITIONAL LAND TO THE PROPERTY OWNERS' ASSOCIATION TO SHARE IN BOTH USE AND COSTS OF STORMWATER DRAINAGE AND DETENTION FACILITIES LOCATED WITHIN RESERVE AREAS AND OTHER COMMON AREAS OR IMPROVEMENTS THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS WITHIN THE SUBDIVISION OR OTHER ADDITIONAL LANDS WHICH MAY BE ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION. ADDITIONAL LAND CAN ONLY BE ADDED BY THE EXPRESS CONSENT OF THE ORIGINAL OWNER/DEVELOPER, UNTIL SUCH TIME AS THE OWNER/DEVELOPER RELINQUISHES THIS RIGHT TO THE PROPERTY OWNERS' ASSOCIATION BY INSTRUMENT DULY FILED OF RECORD. UPON ADDITION OF LAND AS PROVIDED HEREIN, THE OWNERS OF SUCH LAND SHALL BE PERMITTED ALL RIGHTS, PRIVILEGES, AND RESPONSIBILITIES OF THE PROPERTY OWNERS' ASSOCIATION.

SECTION V - ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I STREETS, EASEMENTS, AND UTILITIES, SECTION II RESERVE AREAS, AND SECTION III PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I, II, AND III, REGARDLESS WHETHER SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I STREETS, EASEMENTS, AND UTILITIES AND SECTION II RESERVE AREAS, AND SECTION V ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III PLANNED UNIT DEVELOPMENT MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-21.01-A BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO BXPUD-21.01-A UPON FILING OF RECORD AN ORDINANCE OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS CONTAINED WITHIN ANY OTHER SECTION OF THIS DEED OF DEDICATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY, BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. 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 OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

N WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

GREEN PROPERTY MANAGEMENT, INC.  
AN OKLAHOMA CORPORATION

BY: \_\_\_\_\_  
BRIAN J. GREEN, ITS PRESIDENT

STATE OF OKLAHOMA     )  
                                          ) SS  
COUNTY OF TULSA     )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED BRIAN J. GREEN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF GREEN PROPERTY MANAGEMENT, INC. 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 SAID COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

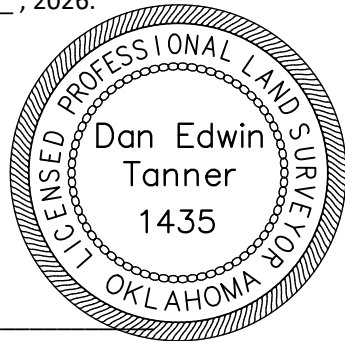
GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "DEER VALLEY BLOCKS 1-5", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.



BY: \_\_\_\_\_  
DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA     )  
                                          ) SS  
COUNTY OF TULSA     )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING CERTIFICATE AS LICENSED PROFESSIONAL LAND SURVEYOR, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

03/08/2028  
MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC





# Regular Agenda Item Commentary

**Item Title**

Discussion and review of Final Plat Case No. BXPT-24.10 FP, a request for a residential subdivision consisting of one hundred six (106) lots within nine (9) blocks, including six (6) reserve areas, on approximately 40 acres, located ¼ mile east of South Mingo Road on the north side of East 121st Street South, Bixby, Oklahoma, known as Indigo Ranch.

**Initiator****Staff Information Source****Background****Exhibits**

1. 24063\_20260803\_Indigo Ranch\_Conditional Final Plat

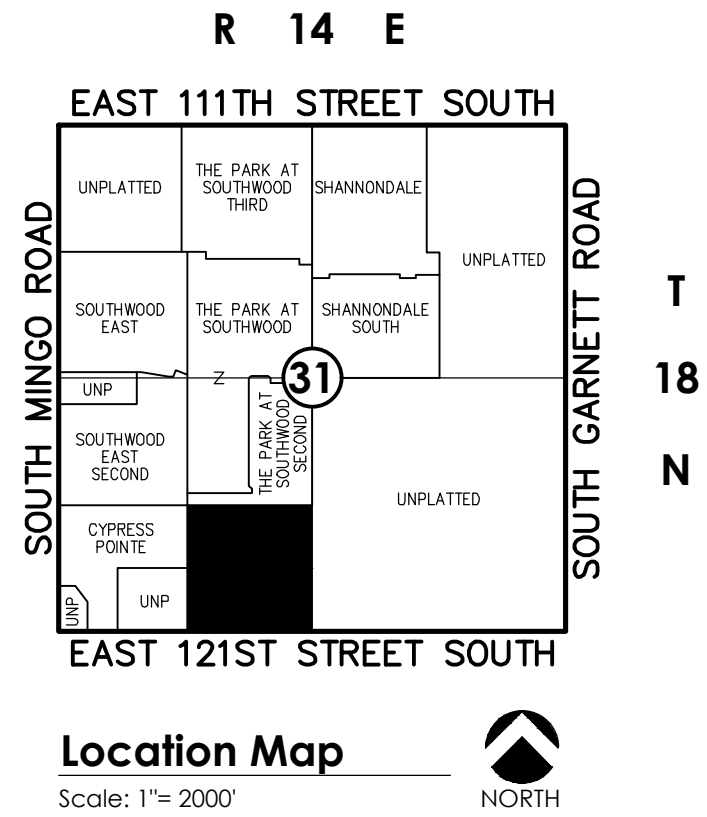
**Key Issue****Council Action****Recommendation****Item No:** 7.**Meeting Date**

September 2, 2026

**Meeting**

20260902 Technical Advisory Committee Agenda



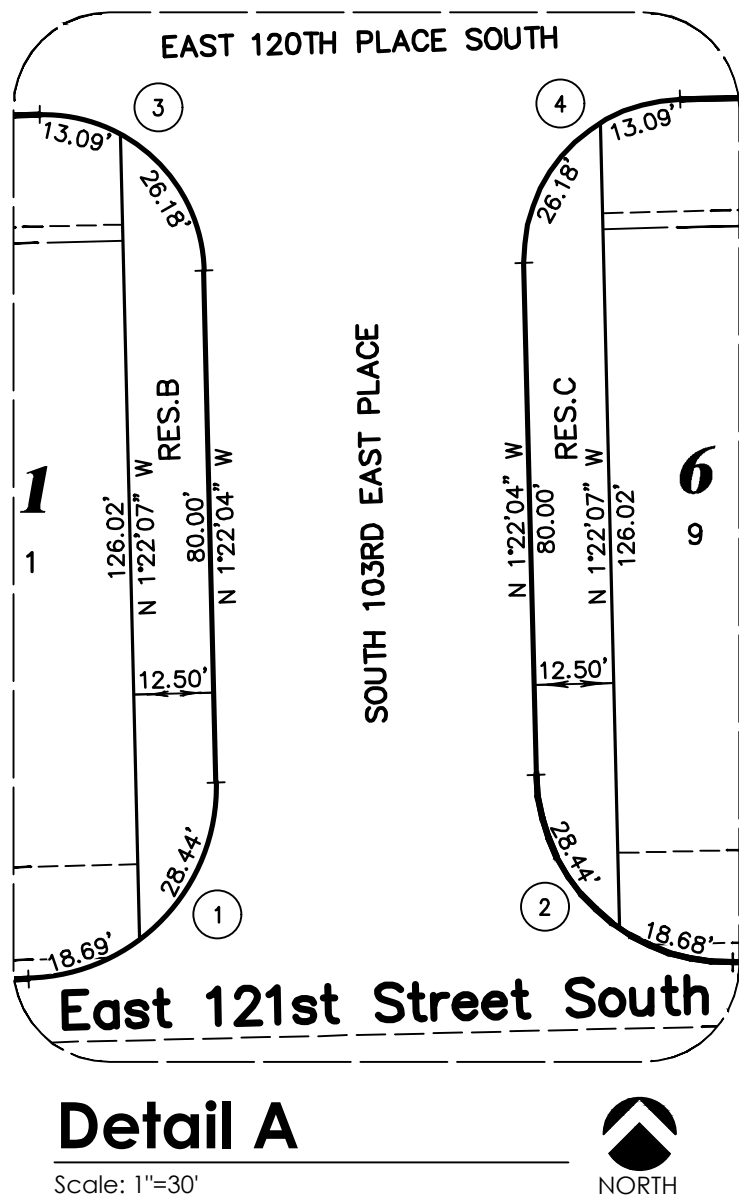


Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).
- ADDRESSES SHOWN ON THIS PLAT WERE 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.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 121ST STREET SOUTH AND SOUTH 105TH EAST BOTH BEING PUBLIC STREETS.
- ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.

Curve Table

| CURVE | LENGTH(L) | RADIUS(R) | DELTA(A)   | CHORDBRG(CB) | CHORDDIS(CD) |
|-------|-----------|-----------|------------|--------------|--------------|
| 1     | 47.13'    | 30.00'    | 90°00'00"  | N43°37'56"E  | 42.43'       |
| 2     | 47.12'    | 30.00'    | 90°00'00"  | N46°22'04"W  | 42.43'       |
| 3     | 39.27'    | 25.00'    | 90°00'00"  | N46°22'04"W  | 35.36'       |
| 4     | 39.27'    | 25.00'    | 90°00'00"  | N43°37'56"E  | 35.36'       |
| 5     | 16.09'    | 25.00'    | 36°52'12"  | N72°55'59"W  | 15.81'       |
| 6     | 142.89'   | 50.00'    | 163°44'23" | N43°37'56"E  | 98.99'       |
| 7     | 16.09'    | 25.00'    | 36°52'12"  | N19°48'10"W  | 15.81'       |
| 8     | 35.03'    | 775.00'   | 2°35'23"   | N0°04'23"W   | 35.03'       |
| 9     | 83.46'    | 725.00'   | 6°35'45"   | N1°55'48"E   | 83.41'       |
| 10    | 89.22'    | 775.00'   | 6°35'44"   | N1°55'48"E   | 89.17'       |
| 11    | 37.45'    | 725.00'   | 2°57'36"   | N0°06'44"E   | 37.45'       |
| 12    | 37.98'    | 25.00'    | 87°02'24"  | N45°06'44"E  | 34.43'       |
| 13    | 40.40'    | 25.00'    | 92°35'23"  | N45°04'23"W  | 36.15'       |
| 14    | 16.09'    | 25.00'    | 36°52'12"  | N17°04'01"E  | 15.81'       |
| 15    | 142.89'   | 50.00'    | 163°44'23" | N46°22'04"W  | 98.99'       |
| 16    | 16.09'    | 25.00'    | 36°52'12"  | N70°11'50"E  | 15.81'       |





Conditional Final Plat

BXPUD 24.04

Indigo Ranch

ALL OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

K&S DEVELOPMENTS, INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE SOUTH 88°37'56" WEST AND ALONG THE SOUTH LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 1320.58 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 1°12'51" WEST AND ALONG THE WEST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 1321.63 FEET TO THE NORTHWEST CORNER THEREOF; THENCE 88°40'17" EAST AND ALONG THE NORTH LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 1319.57 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 1°15'28" EAST AND ALONG THE EAST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 1320.70 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,744,017 SQUARE FEET OR 40.037 ACRES. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (A) 1" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 31;
  - (B) IRON PIN WITH YELLOW CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 31;
- THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°37'56" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS AND HAS DESIGNATED THE SAME AS "INDIGO RANCH", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I. - PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES TO THE PUBLIC FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES TO THE PUBLIC FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UTLIE" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS; PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REMOVE, AND REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REMOVING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON SAID PLAT, FOR THE PURPOSE OF FURNISHING WATER, SANITARY SEWER, AND OTHER UTILITY SERVICES TO THE AREA INCLUDED IN THE PLAT. OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED, HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE WEST PERIMETER UTILITY EASEMENT OF THE SUBDIVISION AND WITHIN THE RIGHT-OF-WAY OF EAST 121ST STREET SOUTH AS DEDICATED BY THIS PLAT. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATIONS, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN GENERAL UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

- 2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER OR GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, 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 EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE (5) FOOT STRIP EXTENDING TWO AND ONE-HALF (2.5) FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE, TERMINATING AT THE PLANE FORMED BY THE EXTERIOR BUILDING WALL OF THE STRUCTURE.

- 2. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS SHOWN 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 THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

- 3. THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

- 4. THE EASEMENT CONTAINED WITHIN THE RIGHT OF WAY AGREEMENT GRANTED IN FAVOR OF OKLAHOMA NATURAL GAS COMPANY, FILED OF RECORD IN BOOK 3630 PAGE 469, COUNTY OF TULSA RECORDS, AS REPRESENTED ON THE ACCOMPANYING PLAT, CONTAINS CERTAIN RESTRICTIONS AS SPECIFICALLY SET FORTH WITHIN SAID AGREEMENT.

- 5. THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, COMMUNICATION, AND GAS SERVICES, AND THE OWNER OF EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- 1. THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWER FACILITIES LOCATED ON THEIR LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN, OR PUBLIC STORM SEWER FACILITY. WITHIN THE GENERAL UTILITY EASEMENT AREAS 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 FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SAID MAINS OR FACILITIES, SHALL BE PROHIBITED, AND IF SO ALTERED BY THE LOT OR RESERVE AREA OWNER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES, SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

- 2. THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT AND RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH MAINS AND FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

- 3. THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE ACCOMPANYING PLAT OR 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.

- 4. ALL WATERLINES, SANITARY SEWER LINES, AND STORM SEWER FACILITIES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE OWNER/DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

- 5. THE FOREGOING COVENANTS CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AND RESERVE AREA AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT WITHIN THE SUBDIVISION 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 LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, THE HOMEOWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV. (THE "ASSOCIATION"), AND THE CITY OF BIXBY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN GENERAL UTILITY EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN GENERAL UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BIXBY, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. FENCE AND LANDSCAPE EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT TO THE HOMEOWNERS' ASSOCIATION THE FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/E" ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND OF THE ASSOCIATION. THE FENCE AND LANDSCAPE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, IRRIGATION SYSTEMS, LIGHTING, SIGNAGE, AND LANDSCAPING, AND FOR THE MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS, AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG THE LOTS WITHIN THE SUBDIVISION WHICH CONTAIN SUCH EASEMENTS. THE RIGHTS HEREIN ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY EASEMENTS ELSEWHERE DEDICATED HEREIN.

G. LIMITS OF NO ACCESS

THE OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BIXBY, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

H. STORMWATER DRAINAGE AND DETENTION EASEMENT

- 1. THE OWNER/DEVELOPER HEREBY ESTABLISHES AND DEDICATES TO THE PUBLIC A PERPETUAL AND NON-EXCLUSIVE STORMWATER DRAINAGE AND DETENTION EASEMENT ON, OVER AND ACROSS RESERVE A AS DEPICTED ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT", FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.
- 2. THE STORMWATER DRAINAGE AND DETENTION FACILITIES CONSTRUCTED WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BIXBY, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.
- 3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SAID EASEMENT UNLESS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.
- 4. THE STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF RESERVE A, AS SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, WHICH SHALL BE THE OWNER/DEVELOPER UNTIL SUCH TIME AS RESERVE A CONTAINING THE EASEMENT IS CONVEYED TO THE HOMEOWNERS' ASSOCIATION, WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES. MAINTENANCE OF THE EASEMENT AREA SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, AND RETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE OWNER OF RESERVE A CONTAINING SUCH EASEMENT SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

SECTION II. - RESERVE AREAS

- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

- 5. IN THE EVENT THE OWNER OF THE RESERVE A, AS SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, OR OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, THE ALLOWANCE OF ACCUMULATION OF SILTATION, OR THE ALTERATION OF GRADE WITHIN THE EASEMENT AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF RESERVE A, AS SUBJECT TO THE EASEMENT, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF THE EASEMENT AREA OR RESERVE A CONTAINING SAME TO THE ASSOCIATION. IN THE EVENT THE OWNER OF RESERVE A, AS SUBJECT TO THE EASEMENT, SHOULD FAIL TO PAY THE COSTS OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST RESERVE A, AS SUBJECT TO THE EASEMENT; OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE WATER BILLS OF ALL OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

I. OVERLAND DRAINAGE EASEMENT

- 1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSES OF PERMITTING OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS AND AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BIXBY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE BIXBY CITY ENGINEER.
- 2. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE WITHIN THESE EASEMENTS UNLESS APPROVED BY THE BIXBY CITY ENGINEER, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE BIXBY CITY ENGINEER'S OFFICE.
- 4. THE OWNER OF THE LOT OR RESERVE AREA CONTAINING THE OVERLAND DRAINAGE EASEMENT SHALL MAINTAIN THE DRAINAGE FACILITIES LOCATED WITHIN SUCH EASEMENT. THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING SLOPE MAINTENANCE, REPAIR OF APPURTENANCES, AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

- 5. IN THE EVENT THE LOT OR RESERVE AREA OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS AS OUTLINED HEREIN, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, THROUGH ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF. IN THE EVENT THE LOT OR RESERVE AREA OWNER SHOULD THEN FAIL TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BECOME A LIEN AGAINST THE LOT OR RESERVE AREA OWNER. SUCH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

SECTION II. - RESERVE AREAS

A. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, ALL RESERVE AREAS ARE HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING STORMWATER DRAINAGE AND DETENTION, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW). IN ADDITION TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, SUCH RESERVE AREAS, AND THE PRIVATE FACILITIES AND IMPROVEMENTS THEREIN LOCATED, ARE INTENDED TO BE AND ARE HEREBY DECLARED TO BE AND ARE RESERVED FOR USE BY THE OWNERS OF THE LOTS WITHIN ADDITIONAL SUBDIVISION(S) THAT OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS MAY DEVELOP FROM TIME TO TIME. ALL THE OWNERS OF THE LOTS WITHIN SUCH ADDITIONAL SUBDIVISION(S) SHALL BE MEMBERS OF THE ASSOCIATION AND SHALL CONTRIBUTE ON THE SAME PER LOT BASIS, AS THE OWNERS OF THE LOTS IN THE SUBDIVISION, TO THE MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF SUCH COMMON AREAS, AND THE PRIVATE FACILITIES AND IMPROVEMENTS THEREIN LOCATED.

B. RESERVE A

- 1. RESERVE A, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS ESTABLISHED FOR THE PURPOSES OF PROVIDING STORMWATER DRAINAGE AND DETENTION, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW).
- 2. RESERVE A HAS PREVIOUSLY BEEN DETERMINED TO CONTAIN AREAS OF JURISDICTIONAL WATERS OF THE UNITED STATES OF AMERICA. ALL SUCH AREAS WITHIN RESERVE A SHALL BE PROTECTED AS PERPETUAL AQUATIC ECOSYSTEM PRESERVES AS SET FORTH BY THE U.S. ARMY CORPS OF ENGINEERS. ACTIVITY WITHIN SUCH AREAS OF RESERVE A, INCLUDING BUT NOT LIMITED TO DRAINING, MOWING, CLEARING, ETC., SHALL BE PERFORMED ONLY WITH THE APPROVAL OF THE U.S. ARMY CORPS OF ENGINEERS AND THE CITY OF BIXBY, OKLAHOMA. UTILITY COMPANIES AND CONTRACTORS ARE ADVISED TO SECURE ALL APPLICABLE PERMITS PRIOR TO COMMENCING WORK WITHIN THESE RESERVE AREAS. IT SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION (AS DEFINED BELOW) TO PROPERLY POST AND MONITOR ALL ACTIVITIES WITHIN THESE RESERVES TO ENSURE COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
- 3. RESERVE A, REGARDLESS WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS A STORMWATER DRAINAGE AND DETENTION EASEMENT, PROVIDED THAT THE OWNER/DEVELOPER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL USES AND FACILITIES AS OUTLINED HEREINABOVE.

C. RESERVES B AND C

- 1. RESERVES B AND C, AS DESIGNATED ON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE PURPOSES OF ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW).
- 2. RESERVES B AND C, REGARDLESS WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS GENERAL UTILITY EASEMENTS, PROVIDED THAT THE OWNER/DEVELOPER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL USES AND FACILITIES AS OUTLINED HEREINABOVE.

D. RESERVE D

- 1. RESERVE D, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS ESTABLISHED FOR THE PURPOSES OF PEDESTRIAN ACCESS TO RESERVE A, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW).

- 2. RESERVE D, REGARDLESS WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS A GENERAL UTILITY EASEMENT, PROVIDED THAT THE OWNER/DEVELOPER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL USES AND FACILITIES AS OUTLINED HEREINABOVE.

E. RESERVES E AND F

- 1. RESERVES E AND F, AS DESIGNATED ON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE PURPOSES OF PROVIDING STORMWATER DRAINAGE AND DETENTION, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW).

- 2. RESERVES E AND F, REGARDLESS WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS BOTH STORMWATER DRAINAGE AND DETENTION EASEMENTS AND GENERAL UTILITY EASEMENTS, PROVIDED THAT THE OWNER/DEVELOPER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL USES AND FACILITIES AS OUTLINED HEREINABOVE.



Conditional Final Plat

BXPUD 24.04

Indigo Ranch

ALL OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

F. MAINTENANCE

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF PRIVATE IMPROVEMENTS AND RECREATIONAL FACILITIES LOCATED THEREIN, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE ASSOCIATION (AS DEFINED AND PROVIDED IN SECTION IV. BELOW), UPON CONVEYANCE OF SUCH RESERVE AREA BY THE OWNER/DEVELOPER TO THE ASSOCIATION.
2. ALL COMMON SPACE WITHIN ALL RESERVE AREAS, INCLUDING ENTRY FEATURES AND AREAS OF GRASS, AND THE GRASS-COVERED AREAS OF THE ADJACENT EAST 121ST STREET SOUTH RIGHT-OF-WAY, SHALL BE MAINTAINED AS TO SCHEDULE AND STANDARD OF CARE AS DETERMINED APPROPRIATE BY THE ASSOCIATION (AS DEFINED BELOW). AT A MINIMUM, THE GRASS-COVERED AREAS OF THE RESERVE AREAS AND ADJACENT RIGHT-OF-WAY SHALL BE MOWED EVERY 7 - 10 DAYS DURING THE GROWING SEASON.
3. IN THE EVENT ANY RESERVE AREA OWNER SHOULD FAIL TO MAINTAIN SUCH RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF, WHICH SHALL BE THE ASSOCIATION (AS DEFINED AND SET FORTH IN SECTION IV. BELOW), UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. IN THE EVENT THE RESERVE AREA OWNER SHOULD FAIL TO TIMELY PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OR RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION (AS DEFINED BELOW), PROVIDED, HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS; OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE WATER BILLS OF ALL OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY. A LIEN AS PROVIDED IMMEDIATELY ABOVE MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

G. INDEMNIFICATION OF OWNER AND CITY

EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND MEMBER OF THE ASSOCIATION (AS DEFINED BELOW) AGREES TO HOLD HARMLESS THE DEVELOPER AND THE CITY OF BIXBY, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF BIXBY NOR THE DEVELOPER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION (AS DEFINED BELOW) OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

SECTION III. - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD 24.04 ("FRONING 121") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD 24.04 WAS PRESENTED DURING A PUBLIC HEARING BEFORE THE CITY OF BIXBY PLANNING COMMISSION ON JULY 15, 2024, AND APPROVED BY THE BIXBY CITY COUNCIL ON AUGUST 12, 2024, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 2476) APPROVED AUGUST 12, 2024 WITH EMERGENCY CLAUSE ATTACHED, MAKING THE ORDINANCE EFFECTIVE IMMEDIATELY, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT (PUD) PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA,

NOW, THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. DEVELOPMENT IN ACCORDANCE WITH PUD

THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD 24.04, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD 24.04 AS MAY BE SUBSEQUENTLY APPROVED.

B. DEVELOPMENT STANDARDS

|                  |              |           |
|------------------|--------------|-----------|
| GROSS LAND AREA: | 1,743,115 SF | 40.016 AC |
| NET LAND AREA:   | 1,743,115 SF | 40.016 AC |

PERMITTED USES: USE UNIT 6 SINGLE-FAMILY DETACHED DWELLING UNITS AND CUSTOMARY ACCESSORY USES; USE UNIT 5 COMMON AREA FACILITIES SUCH AS NEIGHBORHOOD PARK, PLAYGROUND, AND RECREATIONAL OPEN SPACE.

|                                             |                                                                                |
|---------------------------------------------|--------------------------------------------------------------------------------|
| MAXIMUM NUMBER OF LOTS:                     | 118                                                                            |
| MINIMUM LOT WIDTH †:                        | 60 FT ††                                                                       |
| MINIMUM LOT SIZE:                           | 6,900 SF                                                                       |
| MINIMUM LAND AREA PER DWELLING UNIT:        | 8,400 SF *                                                                     |
| MAXIMUM BUILDING HEIGHT:                    | 2 STORIES AND 35 FT**                                                          |
| OFF-STREET PARKING AND FRONT YARD COVERAGE: | MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT. |
| MINIMUM LIVABILITY SPACE:                   | 4,000 SF ***                                                                   |
| MINIMUM YARD SETBACKS:                      |                                                                                |
| FRONT YARD:                                 | 20 FT                                                                          |
| REAR YARD:                                  | 20 FT                                                                          |
| SIDE YARD (INTERIOR):                       | 5 FT                                                                           |
| SIDE YARD ABUTTING A STREET:                | 15 FT ****                                                                     |
| GARAGE FACING SIDE YARD STREET:             | 20 FT                                                                          |

OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN THE RS-2 DISTRICT

|                              |                |
|------------------------------|----------------|
| MINIMUM DWELLING SIZE:       | 1,700 SF ***** |
| MINIMUM MASONRY FIRST FLOOR: | 100% *****     |

\* MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF LOTS TO GROSS LAND AREA AS PROVIDED IN ZONING CODE SECTION 11-7I-5.A.1. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.

\*\* ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.

\*\*\* LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-7I-5.C OF THE BIXBY ZONING CODE.

\*\*\*\* NO ENCROACHMENT OF 17.5'-WIDTH OR WIDER PERIMETER UTILITY EASEMENTS.

\*\*\*\*\*SEE STANDARDS PERTAINING TO DWELLINGS FOR ADDITIONAL SPECIFICATIONS.

† DEFINED AS THE AVERAGE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES, WHICH IS AS IT IS PRESENTLY DEFINED IN THE BIXBY ZONING CODE.

†† OF TOTAL LOTS, MAXIMUM OF 25% AT 60 FT, MINIMUM OF 25% AT 70 FT, AND BALANCE AT 65 FT IN WIDTH.

C. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

1. ACCESS AND CIRCULATION. STREETS SERVING INDIGO RANCH ARE PROPOSED TO BE PUBLIC. HOWEVER, THE DEVELOPMENT WILL HAVE THE OPTION OF PRIVATE, GATED STREETS, PER THIS PUD. WHETHER PUBLIC OR PRIVATE, STREETS SHALL BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS OF THE CITY OF BIXBY FOR MINOR PUBLIC STREETS; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS THROUGH PLATING INCLUDING, BUT NOT LIMITED TO, PRIVATE, GATED STREETS WITH REDUCED RIGHT-OF-WAY WIDTH AND NO SIDEWALKS, OR SIDEWALKS ON ONE SIDE OF THE STREET. ANY DIVIDED, BOULEVARD STREETS SEPARATED BY PRIVATE LANDSCAPED ISLANDS MAY HAVE ONE-WAY LANES MEETING RIGHT-OF-WAY WIDTH REQUIREMENTS IN AGGREGATE AND SHALL OTHERWISE BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS DETERMINED BY THE CITY OF BIXBY DURING THE PLATTING STAGE. ANY GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE.

2. SIGNS. RESIDENTIAL SUBDIVISION ENTRANCE SIGNAGE SHALL BE PERMITTED ALONG THE 121ST ST. S. STREET FRONTAGE AND SHALL COMPLY WITH STANDARDS FOR SAME AS PROVIDED IN THE BIXBY ZONING CODE. ENTRY SIGNAGE WILL BE INTEGRATED WITH THE NEIGHBORHOOD FENCE ALONG 121ST ST. S. AND CONTAINED WITHIN A FENCE AND LANDSCAPE EASEMENT, TO BE MAINTAINED BY THE MANDATORY HOMEOWNERS' ASSOCIATION. SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES, APPROPRIATE FOR PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES. SIGNAGE SHALL OTHERWISE COMPLY WITH THE BIXBY ZONING CODE.

3. PLATTING AND SITE PLAN REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND RECOMMENDED UPON BY THE BIXBY PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BIXBY, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BIXBY SHALL BE A BENEFICIARY THEREOF. THE PLAT WILL ALSO SERVE AS THE SITE PLAN FOR ALL RESIDENTIAL LOTS CONTAINED WITHIN THE PLAT.

A NEIGHBORHOOD PARK IN SUBSTANTIAL CONFORMITY WITH THAT REPRESENTED ON THE BXPUD 24.04 CONCEPTUAL SITE PLAN SHALL BE REQUIRED, AND SHALL INCLUDE A SPORTSCOURT AND/OR PLAYGROUND AND WALKING TRAILS SUBSTANTIALLY THE LENGTH AS REPRESENTED. A MINIMUM OF 25% OF GROSS LAND AREA SHALL BE PRESERVED AS OPEN SPACE FOR THE ENJOYMENT OF THE NEIGHBORHOOD.

4. A MASONRY LANDSCAPED ENTRY WITH SIGNAGE AND A NEIGHBORHOOD PERIMETER FENCE ALONG 121ST ST. S. SHALL BE INSTALLED. THE PERIMETER FENCE SHALL BE WOOD OR STONE MASONRY COLUMNS, THE BARBED WIRE FENCE (LIKELY INSTALLED WHEN LAND WAS FARMED) SHALL BE REMOVED DURING CONSTRUCTION, ALONG WITH THE PANEL FENCE THAT [IS LOCATED] AT THE CURRENT STUB STREET 105TH E. AVE. TO ALLOW THE STUB STREET TO CONTINUE

THROUGH AS DESIGNED. ALONG THE BALANCE OF THE PERIMETERS, STANDARD WOOD STOCKADE PRIVACY FENCES WILL BE INSTALLED WHERE THEY DO NOT CURRENTLY EXIST, AND THE DEVELOPER WILL WORK WITH THE ADJOINING OWNERS, PROVIDED THAT, ALONG THE OPEN SPACE RESERVE AREA AND LOTS BACKING TO IT, FENCES MAY BE TRANSPARENT TO ALLOW VIEW.

5. STANDARDS PERTAINING TO DWELLINGS: ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM FINISHED HEATED LIVING AREA AND FIRST-FLOOR MASONRY CONTENT AS SPECIFIED WITHIN DEVELOPMENT STANDARDS SECTION III. MASONRY PERCENTAGES SHALL EXCLUDE WINDOWS, DOORS, AND BENEATH COVERED PATIOS AND PORCHES. THE MASONRY REQUIREMENT SHALL MEAN BRICK, NATURAL OR MANUFACTURED STONE, OR STUCCO. THE EXTERIOR SURFACE OF ANY FOUNDATION, INCLUDING STEM WALLS, SHALL ALSO BE OF MASONRY. EACH LOT SHALL HAVE INSTALLED AND THEREAFTER MAINTAIN AT LEAST ONE (1) LANDSCAPING TREE. THE FOREGOING STANDARDS SHALL BE INCLUDED IN THE DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF THE PLAT; ALL OTHER SUCH RESTRICTIONS PERTAINING TO DWELLINGS SHALL BE PRIVATE AND WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR A SIMILARLY-TITLED DOCUMENT.

6. CITY DEPARTMENT REQUIREMENTS: STANDARD REQUIREMENTS OF THE CITY OF BIXBY FIRE MARSHAL, CITY ENGINEER, AND CITY ATTORNEY SHALL BE MET.

SECTION IV. - HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, A NOT-FOR-PROFIT CORPORATE ENTITY, AN ASSOCIATION (THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION") COMPRISED OF ALL OWNERS OF LOTS WITHIN "INDIGO RANCH", AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, WHICH ASSOCIATION IS ESTABLISHED AND FORMED (OR TO BE ESTABLISHED AND FORMED) FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVE AREAS, FENCE AND LANDSCAPE EASEMENTS, AND OTHER PROPERTY AND FACILITIES THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF "INDIGO RANCH", AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND FILED OF RECORD BY THE OWNER/DEVELOPER. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V. - ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY

A. ENFORCEMENT AND DURATION

THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEES, TRANSFEREES, SUCCESSORS, AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED. IF ANY LOT OWNER SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY OR ANY PERSONS OWNING A LOT WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT(S) TO PREVENT SUCH PERSON FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT(S) OR TO RECOVER DAMAGES FOR SUCH VIOLATION(S).

B. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD 24.04 BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO BXPUD 24.04 UPON FILING OF RECORD AN ORDINANCE OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS WITHIN SECTION IV. HOMEOWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN "INDIGO RANCH" OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION IV. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, IN THE EVENT OF A CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL GOVERN. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

C. SEVERABILITY

THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE, OR PROVISIONS HEREIN CONTAINED SHALL NOT RENDER THE BALANCE OF THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE, OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE OWNER/DEVELOPER. THE FAILURE OF THE OWNER/DEVELOPER OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY RESTRICTION, COVENANT, OR CONDITION 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, COVENANTS, OR CONDITIONS.

D. 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 BIXBY ZONING CODE AS THE SAME EXISTED ON AUGUST 12, 2024.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

K&S DEVELOPMENTS, INC.,  
AN OKLAHOMA CORPORATION

BY: \_\_\_\_\_  
PETE KOURTIS, PRESIDENT

STATE OF OKLAHOMA )  
                                  ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED PETE KOURTIS, TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO SUBSCRIBED THE NAME OF K&S DEVELOPMENTS, INC. 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 K&S DEVELOPMENTS, INC. FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028

MY COMMISSION EXPIRES

NOTARY PUBLIC



CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "INDIGO RANCH", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

BY: \_\_\_\_\_  
DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
                                  ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED TO ME DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

03/08/2028

MY COMMISSION EXPIRES

NOTARY PUBLIC





# Regular Agenda Item Commentary

**Item Title**

Discussion and review of the Preliminary Basemap Plans for the proposed widening of East 131st Street South between South Memorial Drive and South Mingo Road.

**Initiator****Staff Information Source****Background****Exhibits**

1. 131st Memorial - Mingo Preliminary Basemap Plans

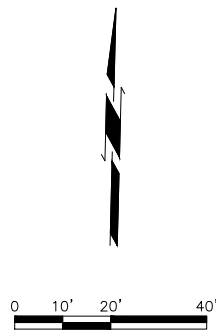
**Key Issue****Council Action****Recommendation****Item No: 8.****Meeting Date**

September 2, 2026

**Meeting**

20260902 Technical Advisory Committee Agenda





CEC CORPORATION  
1300 S. MAIN STREET  
TULSA, OKLAHOMA 74119  
P-018 003.9401  
WWW.CONNECT.CEC.COM

STATE OF OK. CERTIFICATE OF AUTHORIZATION  
CAN. 32, EXPIRES: 2008-06-30

COPYRIGHT © 2017 CEC. ALL RIGHTS RESERVED.  
THIS DRAWING IS PROPERTY OF CEC. ANY  
MODIFICATION OR USE OF THIS DRAWING  
WITHOUT EXPRESS WRITTEN AUTHORIZATION OF  
CEC IS PROHIBITED.

| SUBMITTAL:   | CONCEPTUAL  | REVISION HISTORY |             |      |
|--------------|-------------|------------------|-------------|------|
|              |             | NO.              | DESCRIPTION | DATE |
| DATE:        | 08/14/2017  |                  |             |      |
| PROJECT NO:  | 170231.0102 |                  |             |      |
| DESIGNED BY: | J.L.C.      |                  |             |      |
| DRAWN BY:    | J.L.C.      |                  |             |      |
| APPROVED BY: | S.N.H.      |                  |             |      |
| SCALE:       | AS SHOWN    |                  |             |      |

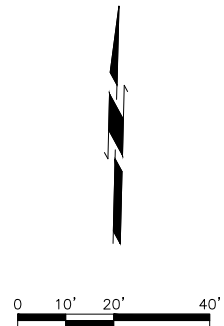
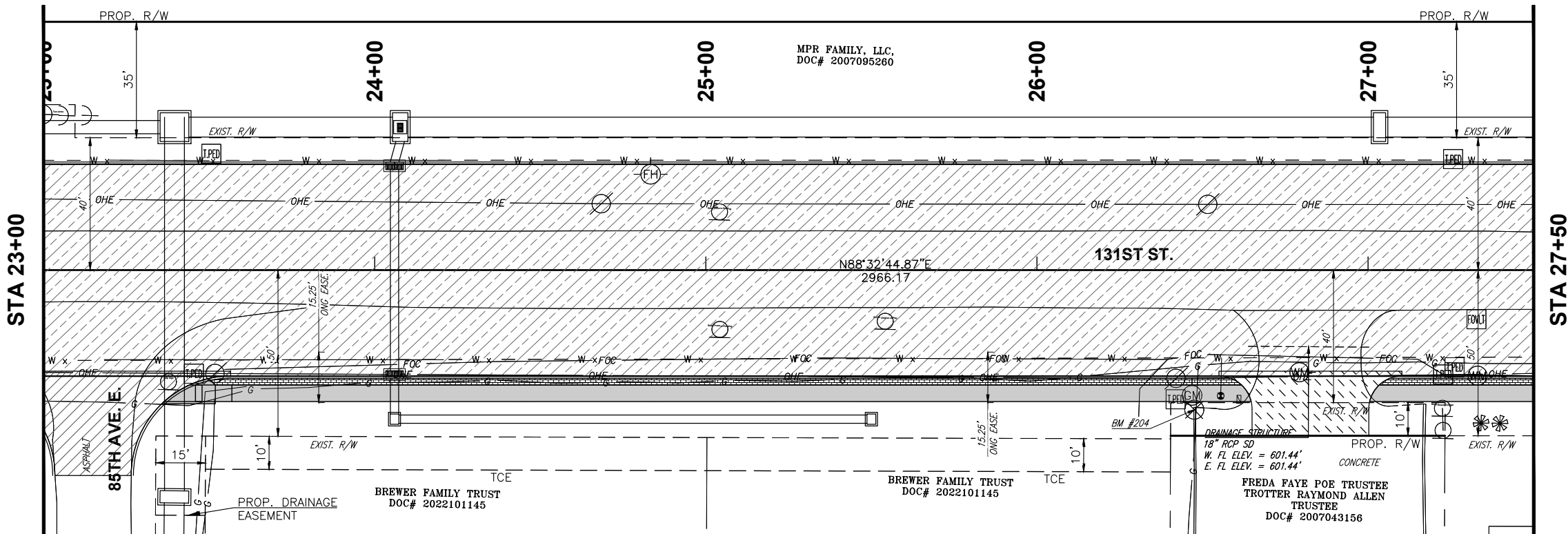
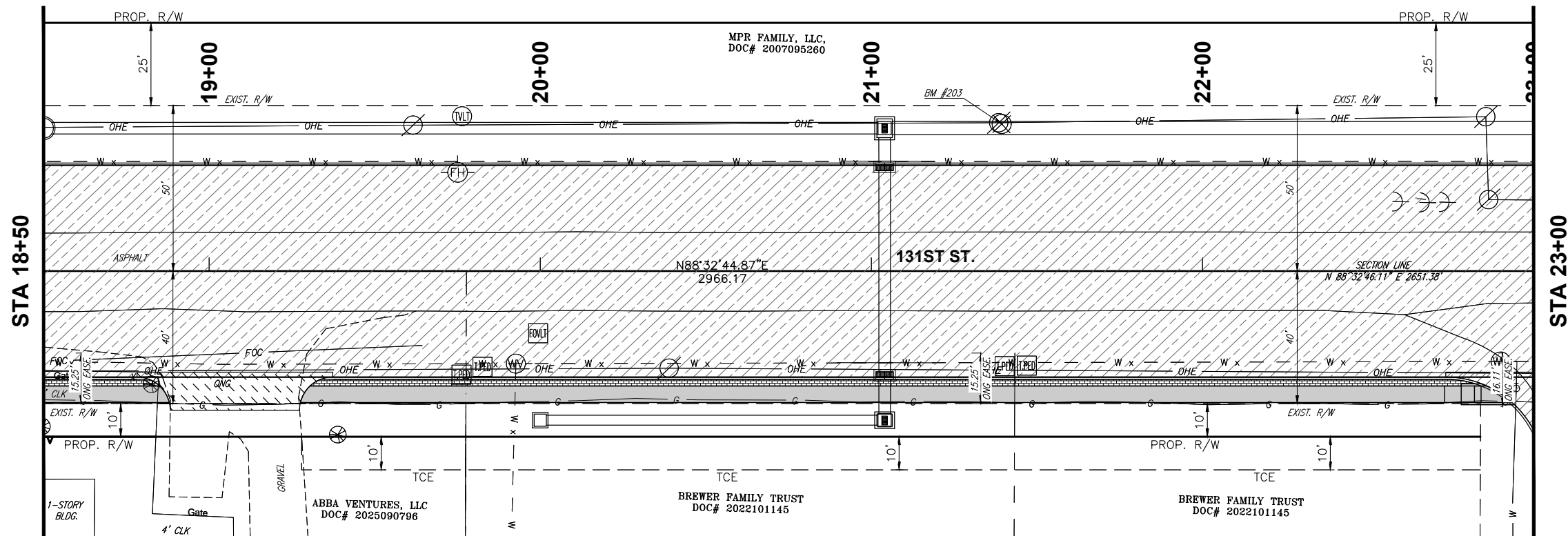
131ST ST. - MEMORIAL TO MINGO

SHEET NAME  
GEOMETRIC  
DATA (1 OF 6)

SHEET

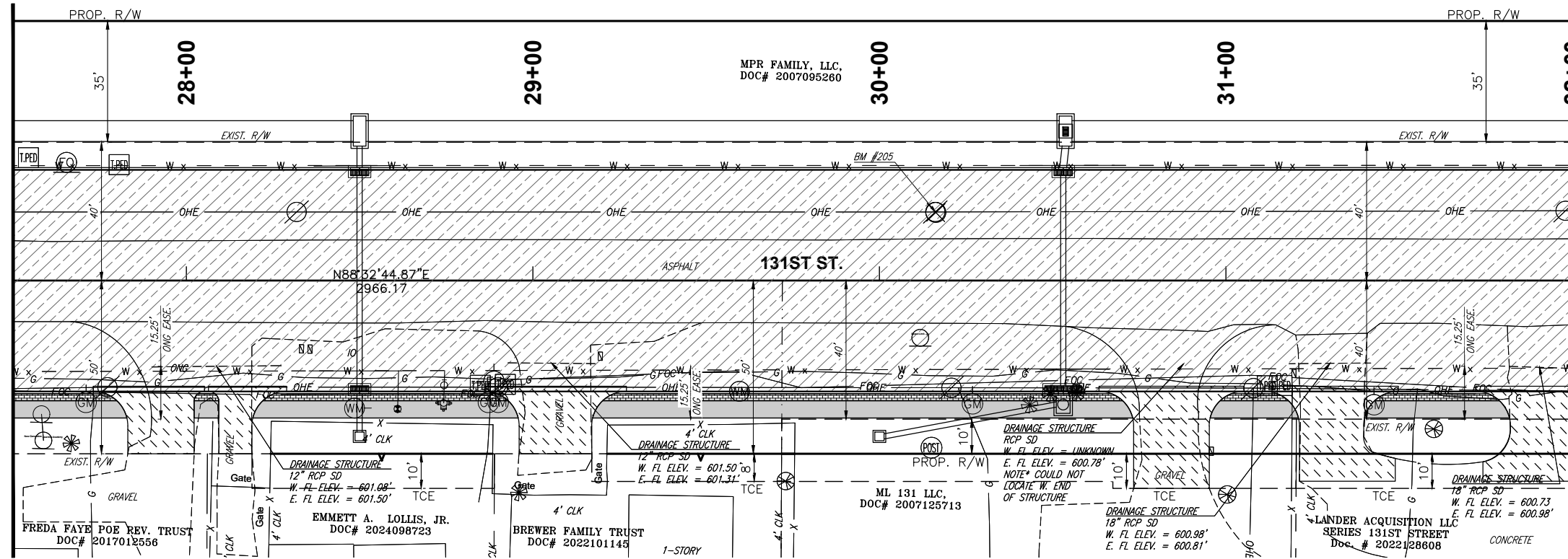
13





|                                       |  |                               |  |                         |  |                  |  |             |  |                                                                                                                                     |  |                                                                                   |  |                                                                                                                                                                                                                |  |
|---------------------------------------|--|-------------------------------|--|-------------------------|--|------------------|--|-------------|--|-------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| SHEET NAME<br>GEOMETRIC DATA (2 OF 6) |  | 131ST ST. - MEMORIAL TO MINGO |  | SUBMITTAL: CONCEPTUAL   |  | REVISION HISTORY |  |             |  | CEC CORPORATION<br>1309 S. MAIN STREET<br>TULSA, OKLAHOMA 74106<br>P.O. BOX 32621<br>TULSA, OKLAHOMA 74112-0261<br>WWW.CEC-CORP.COM |  | STATE OF OK CERTIFICATE OF AUTHORIZATION<br>OKLAHOMA<br>CAN-32-B-PRI-01-200106-30 |  | COPYRIGHT © 2017 CEC. ALL RIGHTS RESERVED.<br>NO PART MAY BE REPRODUCED OR TRANSMITTED<br>IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL,<br>WITHOUT EXPRESS WRITTEN PERMISSION FROM CEC. © PROHIBITED. |  |
|                                       |  |                               |  |                         |  | NO.              |  | DESCRIPTION |  | DATE                                                                                                                                |  |                                                                                   |  |                                                                                                                                                                                                                |  |
|                                       |  |                               |  | DATE: 08/14/2017        |  |                  |  |             |  |                                                                                                                                     |  |                                                                                   |  |                                                                                                                                                                                                                |  |
|                                       |  |                               |  | PROJECT NO: 170231.0102 |  |                  |  |             |  |                                                                                                                                     |  |                                                                                   |  |                                                                                                                                                                                                                |  |
|                                       |  |                               |  | DESIGNED BY: J.L.C.     |  |                  |  |             |  |                                                                                                                                     |  |                                                                                   |  |                                                                                                                                                                                                                |  |
|                                       |  |                               |  | DRAWN BY: J.L.C.        |  |                  |  |             |  |                                                                                                                                     |  |                                                                                   |  |                                                                                                                                                                                                                |  |
|                                       |  |                               |  | APPROVED BY: S.N.H.     |  |                  |  |             |  |                                                                                                                                     |  |                                                                                   |  |                                                                                                                                                                                                                |  |
|                                       |  |                               |  | SCALE: AS SHOWN         |  |                  |  |             |  |                                                                                                                                     |  |                                                                                   |  |                                                                                                                                                                                                                |  |
| BIXBY, OKLAHOMA                       |  |                               |  |                         |  |                  |  |             |  |                                                                                                                                     |  |                                                                                   |  |                                                                                                                                                                                                                |  |

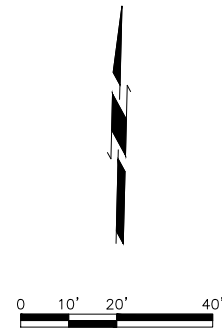
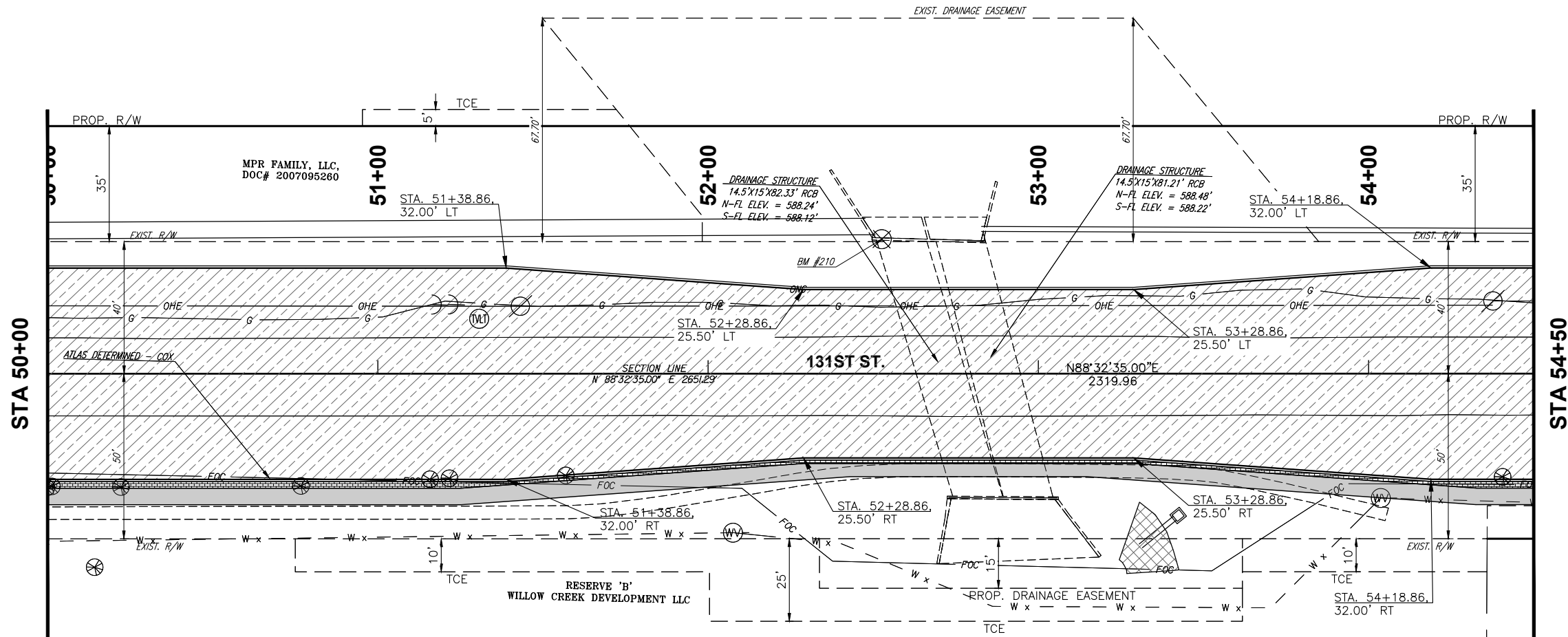
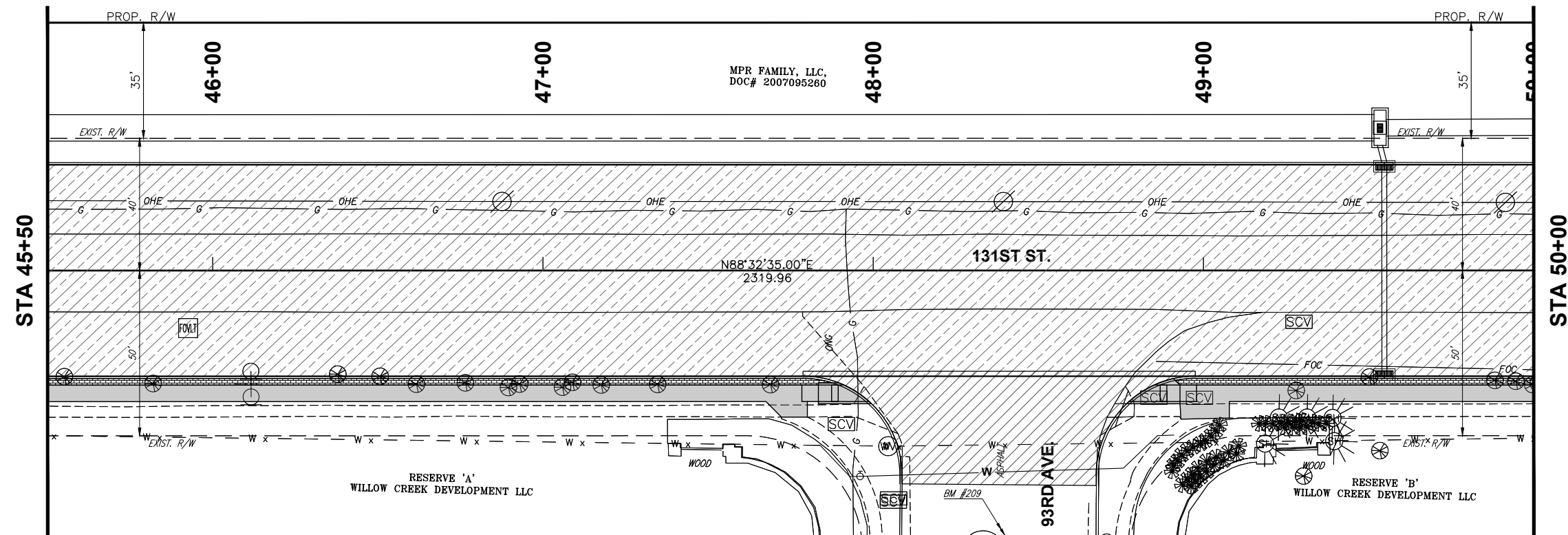




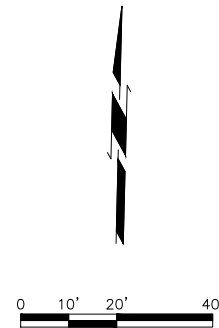
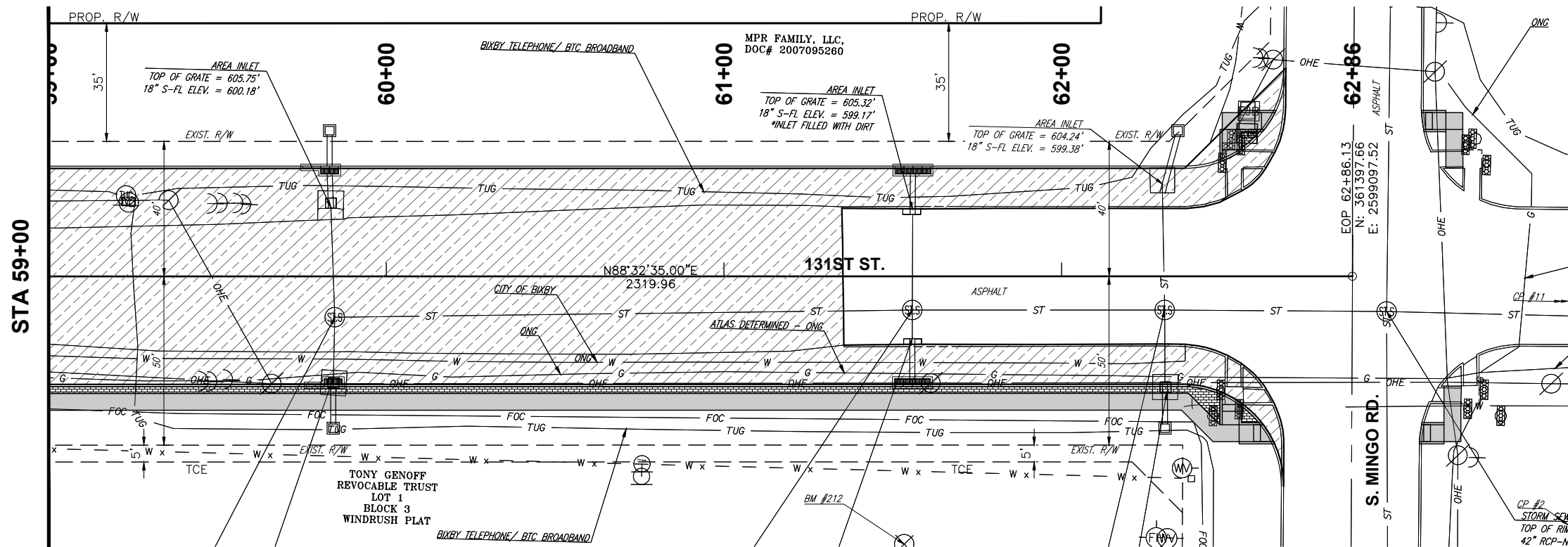
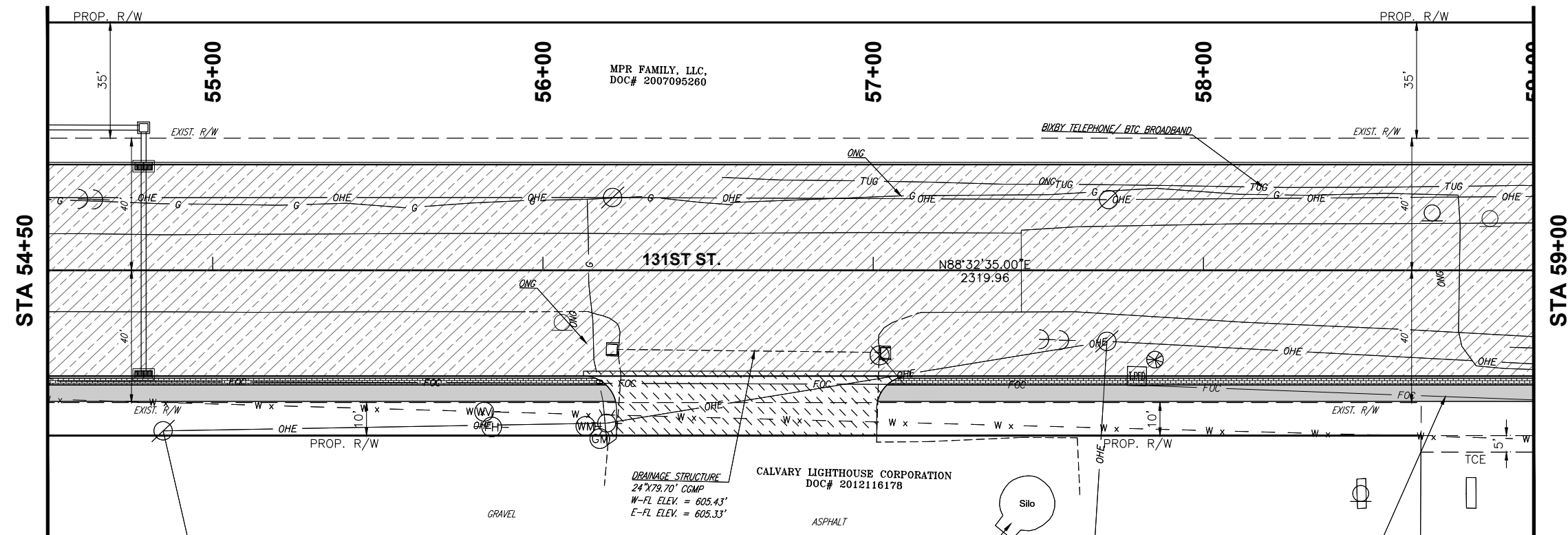






[illegible]





|                                       |  |                               |  |              |  |             |  |                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |  |      |  |
|---------------------------------------|--|-------------------------------|--|--------------|--|-------------|--|------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--|------|--|
| SHEET NAME<br>GEOMETRIC DATA (6 OF 6) |  | 131ST ST. - MEMORIAL TO MINGO |  | SUBMITTAL:   |  | CONCEPTUAL  |  | REVISION HISTORY |  | <div><p>CEC CORPORATION<br/>1500 S. MAIN STREET<br/>TULSA, OKLAHOMA 74106<br/>P: 918.592.9171<br/>WWW.CEC-CORP.COM</p><p>STATE OF OKLAHOMA<br/>OKLAHOMA STATE BOARD OF ARCHITECTURE<br/>OKLAHOMA STATE BOARD OF ENGINEERS<br/>OKLAHOMA STATE BOARD OF SURVEYORS<br/>OKLAHOMA STATE BOARD OF PROFESSIONAL LAND SURVEYORS<br/>OKLAHOMA STATE BOARD OF PROFESSIONAL GEODETIC SURVEYORS<br/>OKLAHOMA STATE BOARD OF PROFESSIONAL ELECTRICAL ENGINEERS<br/>OKLAHOMA STATE BOARD OF PROFESSIONAL MECHANICAL ENGINEERS<br/>OKLAHOMA STATE BOARD OF PROFESSIONAL CIVIL ENGINEERS<br/>OKLAHOMA STATE BOARD OF PROFESSIONAL CHEMICAL ENGINEERS<br/>OKLAHOMA STATE BOARD OF PROFESSIONAL METALLURGICAL ENGINEERS<br/>OKLAHOMA STATE BOARD OF PROFESSIONAL AERONAUTICAL ENGINEERS<br/>OKLAHOMA STATE BOARD OF PROFESSIONAL AGRICULTURAL ENGINEERS<br/>OKLAHOMA STATE BOARD OF PROFESSIONAL MINING ENGINEERS<br/>OKLAHOMA STATE BOARD OF PROFESSIONAL PETROLEUM ENGINEERS<br/>OKLAHOMA STATE BOARD OF PROFESSIONAL MARINE ENGINEERS</p><p>COPYRIGHT © 2007 CEC. ALL RIGHTS RESERVED.<br/>ALL INFORMATION HEREIN IS UNCLASSIFIED<br/>EXCEPT WHERE SHOWN OTHERWISE.<br/>WITHOUT EXPRESS WRITTEN AUTHORIZATION OF CEC, IT IS PROHIBITED.</p></div> |             |  |      |  |
|                                       |  |                               |  | DATE:        |  | 08/14/2017  |  | NO.              |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | DESCRIPTION |  | DATE |  |
|                                       |  |                               |  | PROJECT NO:  |  | 170231.0102 |  |                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |  |      |  |
|                                       |  |                               |  | DESIGNED BY: |  | J.L.C.      |  |                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |  |      |  |
|                                       |  |                               |  | DRAWN BY:    |  | J.L.C.      |  |                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |  |      |  |
|                                       |  |                               |  | APPROVED BY: |  | S.N.H.      |  |                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |  |      |  |
|                                       |  |                               |  | SCALE:       |  | AS SHOWN    |  |                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |  |      |  |
| SHEET<br>18<br>Page 51                |  | BIXBY, OKLAHOMA               |  |              |  |             |  |                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |  |      |  |