Bixby Planning Commission

Agenda

City Hall, Council Chambers | 116 West Needles, Bixby, Oklahoma

Monday | November 15, 2021 | 6:00 PM

Call to Order

Roll Call

1. APPROVAL OF MINUTES | Regular Scheduled Planning Commission Mtg. | Oct. 18, 2021

Public Hearings

1. 141st & Lewis | SE/c East 141st Street & South Lewis Avenue

   Preliminary Plat – BXPT-21.17

   Applicant: AAB Engineering, LLC

2. Oral Roberts Evangelistic Association | 3230 East 151 Street South, Bixby OK

   Rezone – BXZO-21.19

   Applicant: Mike Bernard

   General Location: South side on 151st Street South and west of South Harvard Avenue

3. Haikey Creek Estates |13500 South Mingo Road, Bixby, OK

   Preliminary Plat – BXPT-21.16

   Applicant: Tanner Consulting, LLC

   General Location: 13500-Block of South Mingo Road

4. Robinson Ranch III | South of SE/c 161 Street South & South Memorial Drive

Final Plat – BXPT-18.06

Applicant: Tanner Consulting, LLC

General Location: South of SE/c 161 Street South & South Memorial Drive

5. Cox Nursing Home | SE/c of South Memorial Drive and East 126 Street South

Rezone – BXZO-21.11

Preliminary and Final Plat – BXPT-21.15

Applicant: Tulsa Engineering & Planning

General Location: SE/c of South Memorial Drive and East 126 Street South

6. South Bixby Mini Storage | 15805 South Memorial Drive

Site Plan – BXSP-21.05

Preliminary Plat – BXPT-21.11

Applicant: JR Donelson

General Location: 15800-Block of South Memorial Drive

Old Business

New Business

Donna Crawford

Posted November 12, 2021, on or before 5pm

Persons who require a special accommodation to participate in this meeting should contact Development Services, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430, or via Email: dcrawford@bixbyok.gov as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using TDD may contact OKLAHOMA RELAY at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

BIXBY PLANNING COMMISSION MINUTES

Monday | October 18, 2021 | 6:00 PM

City Hall, Council Chambers | 116 West Needles, Bixby, OK

CALL TO ORDER: 6:00 PM

Roll Call was taken

MEMBERS PRESENT: Tom Holland

JR Donelson (Chair)

Lance Whisman

Josh Nave (Vice Chair)

MEMBERS ABSENT: Steve Hobbs

Other Staff Present: Carolyn Back, Development Services Director, City Planner

1. Approval of Minutes | Planning Commission Mtg. September 20, 2021

Mr. Holland made motion to approve, Seconded by Mr. Whisman

Mr. Holland – Yes

Mr. Nave – Yes

Mr. Whisman – Yes

Motion Approved

Mr. Hobbs arrived at 6:04

Director's Report

Ms. Back presented the meeting schedule for the 2022 year which included the Board of Adjustment meeting on the same night before the Planning Commission

Mr. Donelson announced the next item then recused himself, Mr. Nave, Vice-Chair took the meeting over

1. **Specific Use Permit BXSUP-21.04 | Preliminary Plat BXPT-21.14 | Final Plat BXPT-21.14**

   6020 E 151st St | Applicant: JR Donelson for First Baptist Church

   Mr. Nave asked Ms. Back to update the members, Ms. Back presented the staff report.

   Discussion ensued on a Specific Use Permit versus Rezone and Ms. Back explained it is not required and that a Specific Use Permit goes with the owner, not in perpetuity with the land.

   Mr. Whisman made motion to approve with staff recommendations, seconded by Mr. Hobbs

   Mr. Hobbs - Yes

   Mr. Holland – Yes

   Mr. Nave – Yes

   Mr. Whisman – Yes

   Motion Approved

2. **Site Plan BXSP-21.05 | Preliminary Plat BXPT-21.11**

   15805 South Memorial Dr. | South Bixby Mini Storage | Applicant: JR Donelson

   Ms. Back presented staff report, discussion ensued on items required but not received at time of staff report writing. Discussion regarding the Corridor Appearance District requirements.

   The owner Stuart (last name inaudible) addressed concerns of the Planning Commission members and staff regarding drainage, outside storage, landscaping, lighting and masonry requirements. Owner also stated one building will be climate controlled and only one-story.

   Mr. Nave made motion to continue this item to the Nov. 15, 2021 meeting giving applicant time to submit required items, seconded by Mr. Holland

   Mr. Hobbs - Yes

   Mr. Holland – Yes

   Mr. Nave – Yes

   Mr. Whisman – Yes

   Motion Approved to Continue to Nov. 15, 2021

   Mr. Donelson returned to meeting at 6:30pm.

3. **Site Plan BXSP-21.08**

14515 South Yale Avenue | Whitehawk Conference Center | Applicant: Ryan McCarty

Ms. Back presented the Staff Report and explained that the site plan before the members tonight is about whether the site plan complies with the PUD-3-B PUD and development standards within the approved PUD. Ms. Back also stated that the Use Units that are proposed are a Use By Right.

Mr. Ryan McCarty presented the project. Mr. Nave asked if the proposed project encroached any of the golf course. As explained by Mr. McCarty nothing would be encroaching the golf course.

Mr. Nave made motion to approve with staff recommendations, seconded by Mr. Holland

Mr. Donelson – Yes

Mr. Nave – Yes

Mr. Holland – Yes

Mr. Whisman – Yes

Mr. Hobbs – Abstain

Motion Approved

Mr. Nave excused himself and left the meeting at 6:40pm

4. **Comprehensive Plan Amendment BXCP-21.12 | Planned Unit Development BXPUD-21.11 | Rezone BXZO-21.18 |**

161st & Memorial | Applicant: Tanner Consulting, LLC

Mr. Donelson wanted it noted that all items have been posted and are in compliance.

Ms. Back presented the staff report and Mr. Enyart of Tanner Consulting approached the podium to present the project. Mr. Enyart indicated the Comp Plan was applied for so the project would align better with the Comprehensive Plan. Mr. Enyart stated they are in agreement with staff recommendations. The owner, Mr. Chip Ashby of Dallas, Texas, spoke about the project and what demographics were being targeted for the "Cottage Home" piece within the development. An HOA for the single-family dwellings and a property management group for the "cottage home" area. Discussion on building materials to be used and perimeter fencing for the development. Also discussed and clarified the gated portion would be just for the "cottage housing" area. Mr. Justin Morgan of Tanner Consulting discussed the drainage, wet ponds and aeration for the ponds, public and private street widths, curb and gutter.

No decision made on a collector street within the single-family dwelling area. Mr. Morgan indicated Bixby Creek Basin would receive the storm water.

Mr. Jerry Ezell, 16315 S. Sheridan, Bixby, spoke about the high visibility of this corner and asked why the houses in this development can't be of the same caliber of the homes in the 121st & 111th area. Mr. Ezell was greatly concerned with the RS-3 zoning.

Mr. Mark Ezell, 16321 S. Sheridan, Bixby, spoke on traffic concerns and the density.

Mr. Brandon Long, 6710 E 161st St, Bixby, expressed concern of the strategy involved in the area for only RS-3 housing.

Mr. Whisman expressed concern about the comp plan amendment but liked the drainage solutions.

Mr. Donelson explained a concern of the Planning Commission is the potential of future transference of property to subsidized government housing, and believes it should to be looked into by owners' attorney.

Motion made by Mr. Hobbs to approve, seconded by Mr. Donelson

Mr. Donelson – Yes

Mr. Hobbs – Yes

Mr. Holland – Yes

Mr. Whisman – Yes

Motion Approved

No Old Business

No New Business

Having no further business to discuss

Meeting Adjourned at 7:40 p.m.

City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission

From: Carolyn Back, Development Services Director/City Planner
Donna Crawford, Assistant City Planner

Date: Monday, November 15, 2021

Name: Haikey Creek Estates Preliminary

RE: Preliminary Plat (BXPT-21.16) Haikey Creek Estates

Approvals: 8.23.21 **Annexation**
8.23.21 **Comprehensive Plan Amendment** (BXCP-21.06)
8.23.21 **Rezone** (BXZO-21.15) RS-3 with PUD-21.07
8.23.21 **Planned Unit Development** (BXPUD-21.07)

Location: 13500-block of South Mingo, Bixby, Oklahoma 74008
44.301 Acres (+/-)

STR: Section 7, Township 17N, Range 14E

Applicant: Tanner Consulting, LLC

STAFF REVIEW

Project Overview per Plat:

# of Acres	44.301 (+/-)	Min Lot Width	65 ft.
# of Lots	145	Min Lot Size	6900 SF
# of Blocks	9	Min Dwelling Size	1750 SF
# of Phases	N/A	# of Reserve Areas	4

UTILITIES/SITE AREA:
There is a 12" water main running North/South on the West side of South Mingo Road. A 15" gravity sanitary sewer is being extended along the West side of Rowan Grove and Rowan Grove II and will be extended to service this proposed development. The stormwater will drain to the improved Old Fry Creek Ditch channel constructed as a part of the Haikey Creek Flood Protection Project.

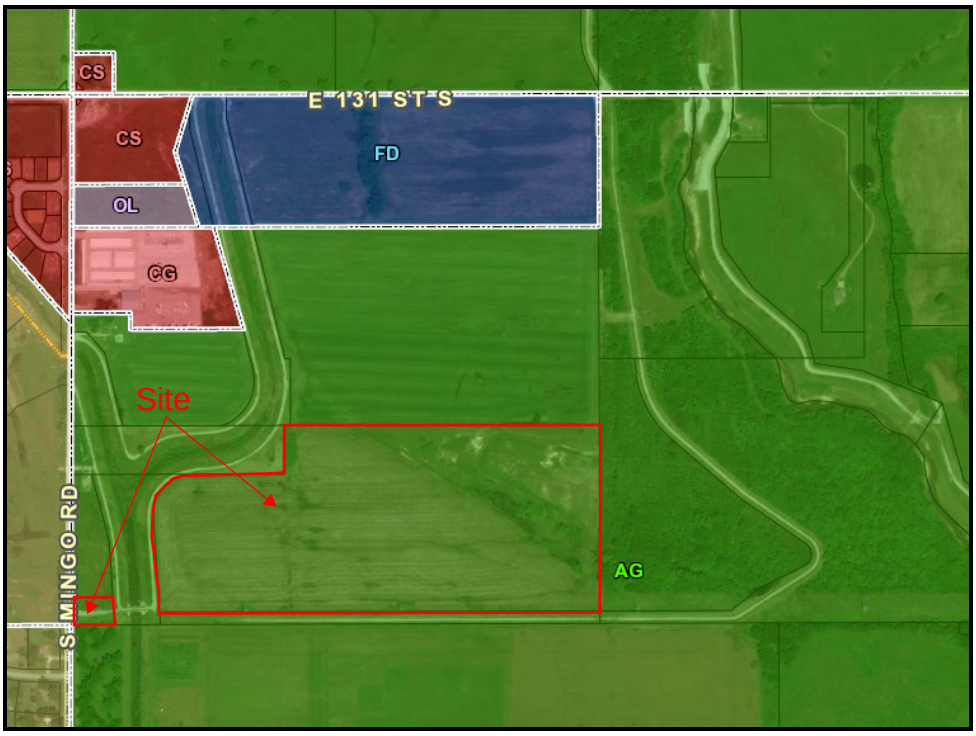


Figure 1: City of Bixby Zoning Map

PUBLIC COMMENTS:
No comments received at time of staff report.

ENGINEERING AND PUBLIC WORKS COMMENTS:
Engineering will continue to work closely with the applicant on the design and incorporate final modifications at the Final Plat phase. There will be necessary upgrades required to the Southbridge Lift Station.

STAFF COMMENTS:

1. Staff unable to review Deed of Dedication and Restrictive Covenants as things are still moving within the boundary of the Plat. Staff will perform review before the Final Plat comes before the Planning Commission.

2. Staff supports Planning Commission recommendation for approval of the Haikey Creek Estates Preliminary Plat.

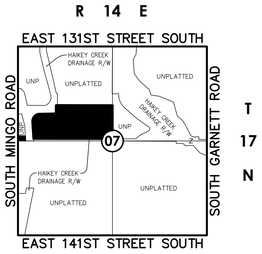
ATTACHMENTS:
Attachment 1: Haikey Creek Estates Preliminary Plat (BXPT-21.16)

Preliminary Plat

BXPUD-21.07

Haikey Creek Estates

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA



Location Map
Scale: 1"= 2000'
NORTH

OWNER:
151 BIXBY LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
JULIUS PUMA - MEMBER
10618 South Winston Court
Tulsa Oklahoma 74137
Phone: (918) 298-6700

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2023
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

SUBDIVISION CONTAINS:

ONE HUNDRED FORTY-FIVE (145) LOTS
IN NINE (9) BLOCKS
WITH FOUR (4) RESERVES

GROSS SUBDIVISION AREA: 44.301 ACRES

NORTH
0 50 100 150
Scale: 1"= 100'
Tanner Consulting

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	47.12'	30.00'	90°00'00"	N46°09'04"W	42.43'
2	47.12'	30.00'	90°00'00"	N43°50'56"E	42.43'
3	32.45'	475.00'	3°54'49"	N86°53'31"E	32.44'
4	35.86'	525.00'	3°54'49"	N86°53'31"E	35.85'
5	196.35'	125.00'	90°00'00"	N39°56'07"E	176.78'
6	274.89'	175.00'	90°00'00"	N39°56'07"E	247.49'
7	40.84'	25.00'	93°35'59"	N41°44'06"E	36.45'
8	37.70'	25.00'	86°24'01"	N48°15'54"W	34.23'
9	122.52'	75.00'	93°35'59"	N41°44'06"E	109.34'
10	204.20'	125.00'	93°35'59"	N41°44'06"E	182.24'
11	39.27'	25.00'	90°00'00"	N46°27'54"W	35.36'
12	39.27'	25.00'	90°00'00"	N43°32'06"E	35.36'
13	17.39'	25.00'	39°51'25"	N71°32'12"W	17.04'
14	148.10'	50.00'	169°42'49"	N43°32'06"E	99.60'
15	17.39'	25.00'	39°51'25"	N21°23'37"W	17.04'
16	36.94'	25.00'	84°39'28"	N46°12'22"E	33.67'
17	42.87'	75.00'	32°45'01"	N14°54'36"E	42.29'
18	59.80'	125.00'	27°24'29"	N17°34'52"E	59.23'
19	71.45'	125.00'	32°45'01"	N14°54'36"E	70.48'

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
1234	ADDRESS ASSIGNED
○	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE 2)

Notes:

1. 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.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
3. 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.) 1/2" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 7;
   (b.) 1-1/2" IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 7;
   THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°32'06" EAST
4. ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BIXBY AND ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH MINGO ROAD BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
6. ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY

DATE OF PREPARATION: October 5, 2021

Preliminary Plat

BXPUD-21.07

Haikey Creek Estates

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION SEVEN (7),
TOWNSHIP SEVENTEEN (17) 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 MEN BY THESE PRESENTS:

151 BIXBY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

TWO (2) TRACTS OF LAND THAT ARE PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1: COMMENCING SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 7; THENCE NORTH 88°32'06" EAST AND ALONG THE SOUTH LINE OF SAID NW/4 FOR A DISTANCE OF 448.66 FEET; TO A POINT AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN WARRANTY DEED, RECORDED FEBRUARY 2, 2011, AT DOCUMENT #20111016116, COUNTY OF TULSA RECORDS; THENCE NORTH 5°03'53" WEST AND ALONG THE EAST LINE THEREOF A DISTANCE OF 62.06 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 5°03'53" WEST AND ALONG THE EAST LINE OF SAID TRACT OF LAND, FOR A DISTANCE OF 475.96 FEET; THENCE CONTINUING ALONG SAID EAST LINE AND ALONG A 200.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 86°00'11", A CHORD BEARING AND DISTANCE OF NORTH 37°56'12" EAST FOR 272.81 FEET, FOR AN ARC DISTANCE OF 300.21 FEET; THENCE NORTH 87°15'23" EAST FOR A DISTANCE OF 483.15 FEET; THENCE NORTH 1°09'11" WEST FOR A DISTANCE OF 232.78 FEET TO A POINT ON THE NORTH LINE OF THE S/2 N/2 S/2 NW/4 OF SAID SECTION 7; THENCE NORTH 88°33'53" EAST AND ALONG SAID NORTH LINE FOR A DISTANCE OF 1573.53 FEET TO THE NORTHEAST CORNER OF SAID S/2 N/2 S/2 NW/4; THENCE SOUTH 1°27'20" EAST AND ALONG THE EAST LINE OF NW/4 OF SAID SECTION 7 FOR A DISTANCE OF 928.57 FEET; THENCE SOUTH 88°32'06" WEST PARALLEL WITH THE SOUTH LINE OF SAID NW/4 FOR A DISTANCE OF 2200.95 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,900,090 SQUARE FEET OR 43.620 ACRES.

AND

TRACT 2: BEGINNING AT THE SOUTHWEST CORNER OF SAID NW/4 SECTION 7; THENCE NORTH 1°09'04" WEST AND ALONG THE WEST LINE OF SAID NW/4 FOR A DISTANCE OF 137.00 FEET; THENCE NORTH 88°32'06" EAST FOR A DISTANCE OF 211.86 FEET TO POINT ON THE WEST LINE OF THAT TRACT OF LAND DESCRIBED IN WARRANTY DEED, RECORDED FEBRUARY 2, 2011, AT DOCUMENT #20111016116, COUNTY OF TULSA RECORDS; THENCE SOUTH 5°03'53" EAST AND ALONG SAID WEST LINE FOR A DISTANCE OF 137.27 FEET TO A POINT ON THE SOUTH LINE OF SAID NW/4; THENCE SOUTH 88°32'06" WEST AND ALONG SAID SOUTH LINE FOR A DISTANCE OF 221.23 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 29,666 SQUARE FEET OR 0.681 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) 1/2" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 7;
(B) 1-1/2" IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 7;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°32'06" EAST.

DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS, AND STREETS, AND HAS DESIGNATED THE SAME AS "HAIKEY CREEK ESTATES", 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 DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES FOR PUBLIC USE 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/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATERLINES, AND PUBLIC STORM SEWERS, 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, DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REPAIR, REPLACE, AND/OR REMOVE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, REPLACING, AND/OR REMOVING 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. 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 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, OR CUSTOMARY SCREENING FENCES OR WALLS.

B. UNDERGROUND SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE RIGHT-OF-WAY OF SOUTH MINGO ROAD 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 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 SERVICE CABLES AND LINES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL, TRANSFORMER, OR GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON A LOT OR RESERVE AREA, 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, AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT OR RESERVE AREA, 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, TRANSFORMER, OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

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 DEPICTED 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 SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THEIR RESPECTIVE UTILITY SERVICE FACILITIES BUT 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 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 THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

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

1. THE OWNER OF EACH LOT OR 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/OR 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, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

2. NO PERMANENT FENCE, PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE UTILITY EASEMENT AREAS, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER FACILITIES, OR PUBLIC STORM SEWER SYSTEM IS PROHIBITED.

3. THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, 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.

4. THE CITY OF BIXBY OR ITS SUCCESSORS, THROUGH ITS 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, AND STORM SEWER FACILITIES.

5. 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 THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE DURING SAID TERM, THE DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. 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 OR RESERVE AREA 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 AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. 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 FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER, THE ASSOCIATION (AS DEFINED BELOW), AND BY THE CITY OF BIXBY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN 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 NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, PUBLIC 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 OTHER SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

SECTION II - RESERVE AREAS

A. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVE AREAS A, B, C, AND D ARE HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING 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), FORMED PURSUANT TO SECTION V HEREOF. IN ADDITION TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, SUCH RESERVE AREAS, THE PRIVATE FACILITIES AND IMPROVEMENTS, 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 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, THE PRIVATE FACILITIES AND IMPROVEMENTS.

B. RESERVES A AND B

RESERVES A AND B, AS DESIGNATED ON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE PURPOSE OF PROVIDING DECORATIVE ENTRY FEATURES, SIGNAGE, FENCING AND/OR WALLS, LANDSCAPING, IRRIGATION, AND LIGHTING, OPEN SPACE, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW), TO BE FORMED PURSUANT TO SECTION V HEREOF, FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE RESERVE AREAS, PRIVATE IMPROVEMENTS, AND OTHER COMMON AREAS OF THE SUBDIVISION.

C. RESERVE C

RESERVE C, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS ESTABLISHED FOR THE PURPOSE OF PROVIDING NEIGHBORHOOD PARK, OPEN SPACE, AND/OR OTHER PRIVATE RECREATIONAL FACILITIES, AS MAY BE PERMITTED BY THE CITY OF BIXBY, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW), TO BE FORMED PURSUANT TO SECTION V HEREOF, FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE RESERVE AREAS, PRIVATE IMPROVEMENTS, AND OTHER COMMON AREAS OF THE SUBDIVISION.

D. RESERVE D

RESERVE D, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS ESTABLISHED FOR THE PURPOSE OF PROVIDING A BUFFER FROM THE OVERHEAD ELECTRIC TRANSMISSION LINE, NEIGHBORHOOD PARK, OPEN SPACE, SIDEWALKS AND/OR TRAILS, AND/OR OTHER PRIVATE RECREATIONAL FACILITIES, AS MAY BE PERMITTED BY THE CITY OF BIXBY, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW), TO BE FORMED PURSUANT TO SECTION V HEREOF, FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE RESERVE AREAS, PRIVATE IMPROVEMENTS, AND OTHER COMMON AREAS OF THE SUBDIVISION.

E. 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 BELOW) AS PROVIDED IN SECTION V HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA BY THE 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 SOUTH MINGO ROAD 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 FAILS 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 BELOW), AS SET FORTH IN SECTION V HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. IN THE EVENT THE RESERVE AREA OWNER FAILS TO TIMELY 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 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 RESIDENTIAL LOT OWNER'S WATER BILL, 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.

F. INDEMNIFICATION OF OWNER AND CITY

EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR 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 AND/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 AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

DATE OF PREPARATION: October 5, 2021

City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission

From: Carolyn Back, Development Services Director/City Planner
Donna Crawford, Assistant City Planner

Date: Monday, November 15, 2021

Name: 141st and Lewis

RE: Preliminary Plat (BXPT-21.17) 141st and Lewis

Approvals: 3.22.21 **Annexation**
3.22.21 **Comprehensive Plan Amendment** (BXCP-21.03)
8.23.21 **Planned Unit Development** (BXPUD-21.04)
8.23.21 **Rezone** (BXZO-21.15) RS-3 with PUD-21.07

Location: SE/corner of East 141st Street South and South Lewis Avenue

STR: Section 17, Township 17N, Range 13E

Applicant: AAB Engineering, LLC

STAFF REVIEW

Project Overview per Plat:

# of Acres	161.38 (+/-)	Min Lot Width	60 ft.
# of Lots	530	Avg Lot Size	7200 SF
# of Blocks	20	Min Dwelling Size	1600 SF
# of Park Reserve Areas	4	Max Dwelling Units	598 (per PUD)
# of Reserve Areas	2	Commercial Area	4.70 Acres

UTILITIES/SITE AREA:
The City of Bixby will provide storm sewer and sanitary sewer utilities for this proposed subdivision. Creek County Rural Water District #2 will be the water purveyor. Franchise utilities will also serve the project with communications, natural gas, and electricity. These services will be underground throughout the development.

Water: Creek County RWD #2 is connected to a City of Tulsa meter located at 131st & Lewis. 12" waterline improvements will be constructed along 141st and Lewis. Waterlines will be constructed within the development to provide fire protection.

Sanitary Sewer: Existing gravity sanitary sewer is available on the west side of Presley Heights. Phase 1 of the proposed development will be directed this existing sewer. Extension of sewer through the adjacent property requires an off-site sanitary sewer easement. Subsequent development phases require the extension of sanitary sewer from the southeast corner of the property to the Posey Creek Interceptor on the east side of Harvard.

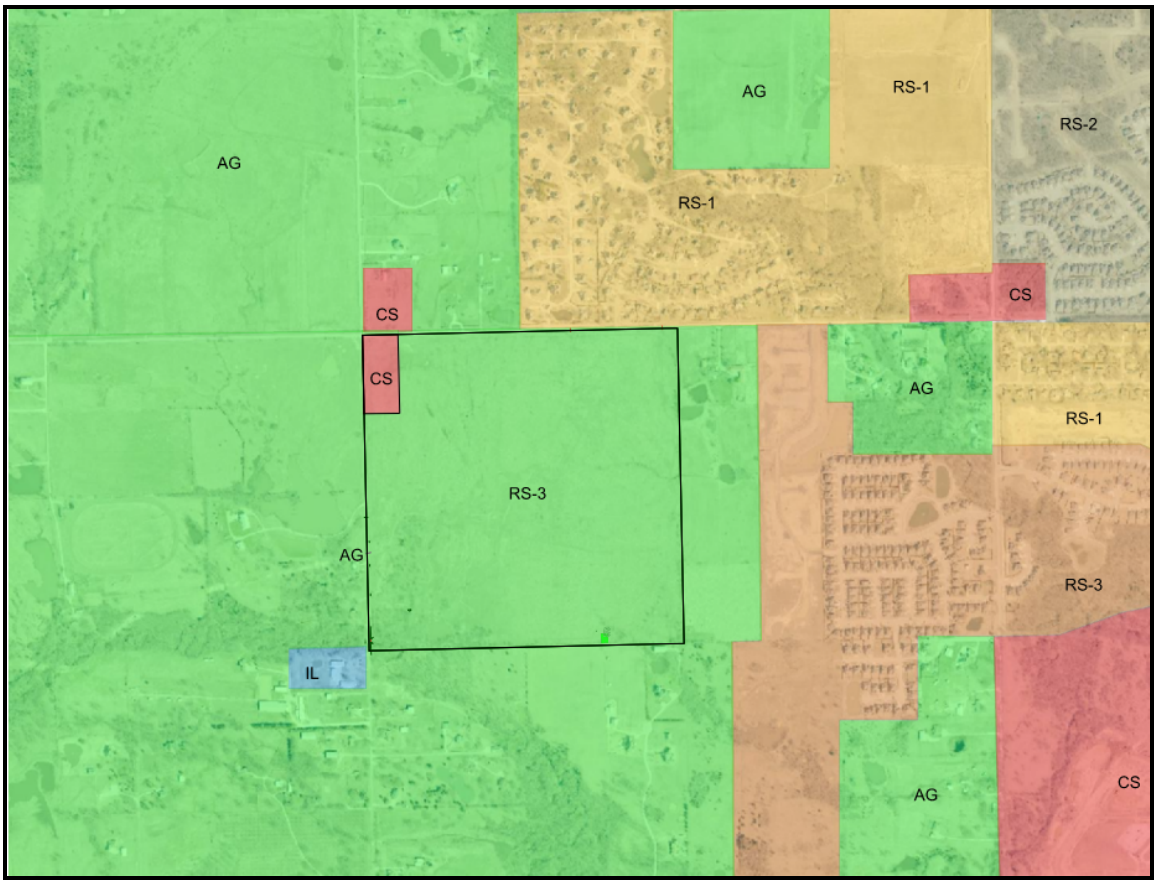


Figure 1: AAB Engineering Zoning Map

PUBLIC COMMENTS:
No comments have been received at time of this staff report being written.

ENGINEERING AND PUBLIC WORKS COMMENTS:
Engineering will continue to work closely with the applicant on the design and incorporate final modifications at the Final Plat phase.

STAFF COMMENTS:

1. Staff unable to review Deed of Dedication and Restrictive Covenants as things are still moving within the boundary of the Plat. Staff will perform review before the Final Plat comes before the Planning Commission for approval.

2. Staff supports Planning Commission recommendation for approval of the 141st and Lewis Preliminary Plat.

ATTACHMENTS:
Attachment 1: 141st and Lewis Preliminary Plat
Attachment 2: Engineering Memo dated 10.29.2021

CITY OF BIXBY

P.O. Box 70
116 W. Needles Ave.
BIXBY, OK 74008
(918) 366-4430
(918) 366-6373 (fax)

Development Services – Engineering Memo

To: Carolyn Back, Development Services Director
Donna Crawford, Assistant City Planner

From: Justin Dowd, Assistant City Engineer

CC: Bea Aamodt, Public Work Director
File

Date: October 29, 2021

Re: **BXPT-21.14 141st & Lewis – Preliminary Plat**

Comments:

1. An official review of the plat and conceptual utility plan was not completed for this submittal. There are a number of design issues that should be corrected before a formal review can be conducted. Please see below:
2. Numerous storm and sanitary sewers are unconnected with no ultimate discharge point.
3. Dead-end water lines should be avoided.
4. 90 deg. bends in waterline should be avoided.
5. Water purveyor is Creek County Rural Water District #2.
6. Avoid placing waterline and storm sewer on each other.
7. All utilities should be placed in an easement.
8. Utilities in rear yard should include two 11' U/E's on both lots.
9. Applicant should include a complete "Conceptual Utilities Plan" with all appropriate utilities. While it is understood the "Conceptual Utilities Plan" is conceptual in nature, Public Works expects to receive a complete concept.

Next Steps

10. Applicant should revise drawings and resubmit for review and approval prior to the Planning Commission (PC) Hearing. Per Bixby Code, Title 12, Chapter 4, Section 5, all comments should be addressed and approved by City Staff prior to an approval hearing.

Carolyn Back

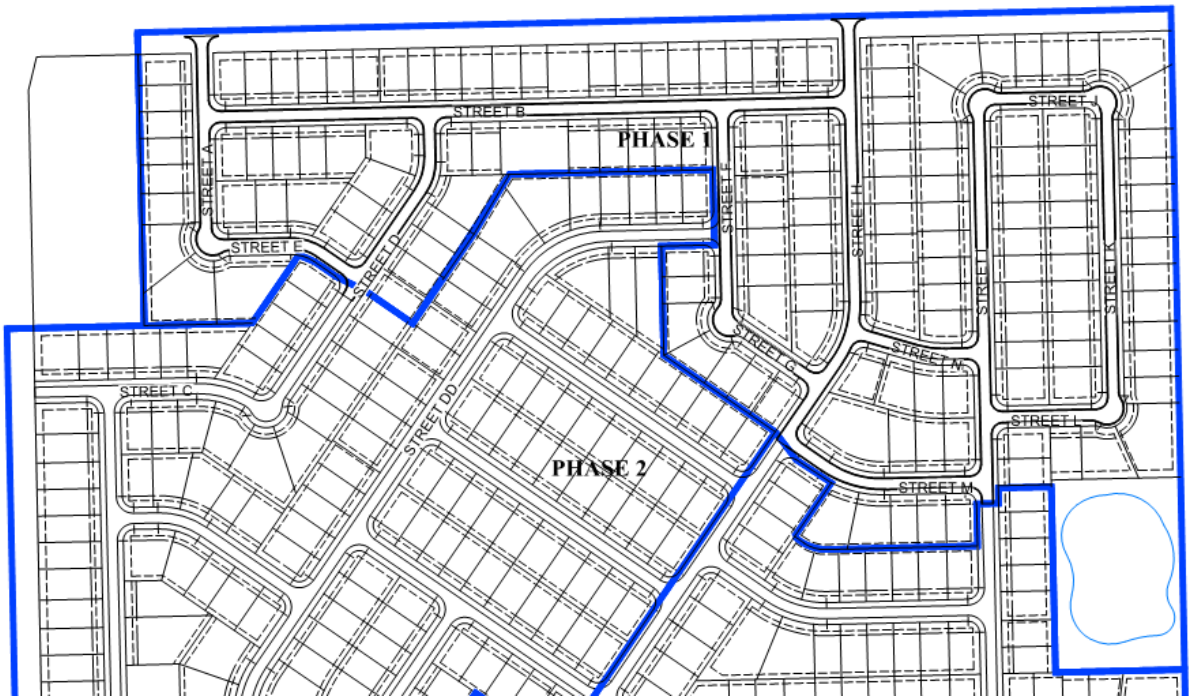
From: Jason Mohler <Jason@Aabeng.com>
Sent: Wednesday, November 10, 2021 12:42 PM
To: Carolyn Back
Cc: Donna Crawford; Justin Dowd
Subject: 141st & Lewis - Updated Preliminary Plat
Attachments: 141st & Lewis - PreplatDOD.pdf

Attached is the updated Preliminary Plat and Conceptual Utility Plan for PC.

A few notes….

- Conceptual utility layout updated per Engineering comments & TAC discussion
  - Storm & sanitary routing and conflicts sorted out.
  - Water to be supplied by Creek Co. RWD #2. We'll continue working with them.
  - Water & storm horizontal conflicts resolved.
  - Easements added for all utilities including typical rear 11'+11' U/E's
- Phasing. Clip Below.
  - Overall 524 lots. Phase 1 will be +/- 160 lots.
  - SS for Phase 1 routed through Presley with future off-site SS to be routed southeasterly.
- Preliminary Plat is synced with the approved PUD.
  - 60' minimum lot width with…
  - 25% of the lots to be at least 65' wide

Hollar if you have questions. I'm always happy to stop by the City and talk through projects.



Thanks,

Jason Mohler, P.E.

PRELIMINARY PLAT

141st And Lewis

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

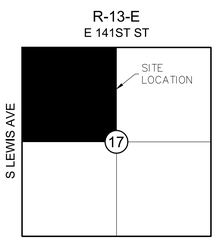
OWNER/DEVELOPER

PREMIUM LAND, LLC.
PO BOX 6718
EDMOND, OK 73083
PHONE: 405-397-3855

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2022
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

DRAWING SCALE: 1"= 100'
0 50 100 200



LOCATION MAP
SCALE: 1"=2000'

SUBDIVISION DATA

BENCHMARK

3" BRASS CAP AT THE INTERSECTION OF E. 141ST ST. S AND S. LEWIS AVE.
ELEV = 684.17 (NAVD 1988)

BASIS OF BEARINGS

GRID BEARING OF THE OKLAHOMA STATE PLANE COORDINATE SYSTEM - ZONE 3501 NORTH.

LAND AREA

7,029,574.86 SF± / 161.38 ACRES±

MONUMENTATION

ALL CORNERS WERE SET USING 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "AAB CA6318", UNLESS OTHERWISE NOTED.

ADDRESSES

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.

CONTACTS

MUNICIPAL AUTHORITY

CITY OF BIXBY
116 W. NEEDLES
P.O. BOX 70
BIXBY, OK 74008

UTILITIES

OKLAHOMA NATURAL GAS CO
2319 W. EDISON ST.
TULSA, OK 74127
918-834-8000

EAST CENTRAL ELECTRIC
P.O.BOX 1178
OKMULGEE, OK 74447
918-756-0833

BTC
11134 S. MEMORIAL DR.
BIXBY, OK 74104
918-366-8000

OG&E
P.O.BOX 1128
SAPULPA OK 74067
918-227-6201

CREEK COUNTY RWD #2
2425 W. 121ST ST. S.
JENKS OK 74037
918-299-4448

COX COMMUNICATIONS
11811 EAST 51ST STREET
TULSA, OK 74145
918-286-4658

FLOODPLAIN

ALL THE PROPERTY IS CONTAINED IN FEMA ZONE X (SHADED AND UNSHADED), AND ZONE AE AS SHOWN ON FIRM PANEL "40143C0429L" DATED OCTOBER 16, 2012.

LEGEND

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
FL/E	FENCE EASEMENT
SF	SQUARE FEET
BK	BOOK
PG	PAGE
IPF	IRON PIN FOUND
XXXX	STREET ADDRESS

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS 524 LOTS IN 22 BLOCKS
161.38 ACRES

BLOCK 1, 21 LOTS (3.63 ACRES)
BLOCK 2, 41 LOTS (8.34ACRES)
BLOCK 3, 56 LOTS (11.07 ACRES)
BLOCK 4, 27 LOTS (5.25 ACRES)
BLOCK 5, 13 LOTS (2.69 ACRES)
BLOCK 6, 11 LOTS (2.14ACRES)
BLOCK 7, 9 LOTS (2.30 ACRES)
BLOCK 8, 12 LOTS (2.53 ACRES)
BLOCK 9, 33 LOTS (9.97 ACRES)
BLOCK 10, 15 LOTS (2.84 ACRES)
BLOCK 11, 20 LOTS (3.90 ACRES)
BLOCK 12, 20 LOTS (4.02 ACRES)
BLOCK 13, 20 LOTS (3.49 ACRES)
BLOCK 14, 31 LOTS (5.61ACRES)
BLOCK 15, 48 LOTS (9.61ACRES)
BLOCK 16, 25 LOTS (4.24 ACRES)
BLOCK 17, 26 LOTS (4.51 ACRES)
BLOCK 18, 30 LOTS (6.03 ACRES)
BLOCK 19, 23 LOTS (4.63 ACRES)
BLOCK 20, 16 LOTS (3.08 ACRES)
BLOCK 21, 7 LOTS (1.38 ACRES)
BLOCK 22, 20 LOTS (3.67 ACRES)

PARK RESERVES (5) (2.69 ACRES)
RESERVE AREAS (2) (7.08 ACRES)
COMMERCIAL AREA (4.70 ACRES)

Curve Table			
Curve #	Length	Radius	Delta
C1	39.270	25.000	090.0000
C2	39.270	25.000	090.0000
C3	39.270	25.000	090.0000
C4	39.270	25.000	090.0000
C5	39.270	25.000	090.0000
C6	39.270	25.000	090.0000
C7	39.270	25.000	090.0000
C8	39.270	25.000	090.0000
C9	29.957	250.000	006.8655
C10	34.699	25.000	079.5243
C11	124.965	200.000	035.7999
C12	34.699	25.000	079.5243
C13	39.270	25.000	090.0000
C14	39.270	25.000	090.0000
C15	13.293	25.000	030.4662
C16	131.713	50.000	150.9323
C17	13.293	25.000	030.4662
C18	39.270	25.000	090.0000
C19	13.293	25.000	030.4662
C20	131.713	50.000	150.9323
C21	39.270	25.000	090.0000
C22	13.293	25.000	030.4662
C23	106.119	45.000	135.1150
C24	39.270	25.000	090.0000
C25	9.843	25.000	022.5575
C26	39.270	25.000	090.0000
C27	39.270	25.000	090.0000
C28	39.270	25.000	090.0000
C29	39.270	25.000	090.0000
C30	124.965	200.000	035.7999
C31	156.206	250.000	035.7999
C32	39.270	25.000	090.0000
C33	39.270	25.000	090.0000
C34	39.270	25.000	090.0000
C35	39.270	25.000	090.0000
C36	18.448	25.000	042.2806
C37	121.092	50.000	138.7614
C38	23.649	25.000	054.2001
C39	18.448	25.000	042.2806
C40	39.270	25.000	090.0000
C41	39.270	25.000	090.0000
C42	212.843	225.000	054.2001
C43	212.843	225.000	054.2001
C44	39.270	25.000	090.0000
C45	39.270	25.000	090.0000
C46	39.270	25.000	090.0000
C47	39.270	25.000	090.0000
C48	39.270	25.000	090.0000
C49	39.270	25.000	090.0000
C50	39.270	25.000	090.0000

Curve Table			
Curve #	Length	Radius	Delta
C51	39.270	25.000	090.0000
C52	39.270	25.000	090.0000
C53	39.270	25.000	090.0000
C54	124.965	200.000	035.7999
C55	156.206	250.000	035.7999
C56	39.270	25.000	090.0000
C57	39.270	25.000	090.0000
C58	39.270	25.000	090.0000
C59	39.270	25.000	090.0000
C60	124.965	200.000	035.7999
C61	115.041	45.000	146.4754
C62	39.270	25.000	090.0000
C63	39.270	25.000	090.0000
C64	39.270	25.000	090.0000
C65	13.293	25.000	030.4662

Curve Table			
Curve #	Length	Radius	Delta
C66	131.713	50.000	150.9323
C67	13.293	25.000	030.4662
C68	39.270	25.000	090.0000
C69	21.027	25.000	048.1897
C70	241.186	50.000	276.3794
C71	21.027	25.000	048.1897
C72	51.836	33.000	090.0000
C73	39.270	25.000	090.0000
C74	39.270	25.000	090.0000
C75	39.270	25.000	090.0000
C76	39.270	25.000	090.0000
C77	21.027	25.000	048.1897
C78	241.186	50.000	276.3794
C79	21.027	25.000	048.1897
C80	39.270	25.000	090.0000

PRELIMINARY PLAT

141st And Lewis

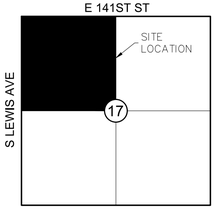
A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

DRAWING SCALE: 1"= 100'
0 50 100 200

OWNER/DEVELOPER
PREMIUM LAND, LLC.
PO BOX 6718
EDMOND, OK 73083
PHONE: 405-397-3855

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2022
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

R-13-E
E 141ST ST



STATE HIGHWAY 67
LOCATION MAP
SCALE: 1"=2000'

Curve Table

Curve #	Length	Radius	Delta
C81	39.270	25.000	090.0000
C82	39.270	25.000	090.0000
C83	39.270	25.000	090.0000
C84	39.270	25.000	090.0000
C85	39.270	25.000	090.0000
C86	39.270	25.000	090.0000
C87	261.799	50.000	300.0000
C88	39.270	25.000	090.0000
C89	39.270	25.000	090.0000
C90	39.270	25.000	090.0000
C91	39.270	25.000	090.0000
C92	109.344	175.000	035.7999
C93	140.586	225.000	035.7999
C94	39.270	25.000	090.0000
C95	39.270	25.000	090.0000
C96	156.206	250.000	035.7999
C97	39.270	25.000	090.0000
C98	39.270	25.000	090.0000
C99	39.270	25.000	090.0000
C100	39.270	25.000	090.0000
C101	39.270	25.000	090.0000
C102	39.270	25.000	090.0000
C103	39.270	25.000	090.0000
C104	39.270	25.000	090.0000
C105	140.586	225.000	035.7999
C106	124.965	200.000	035.7999
C107	39.270	25.000	090.0000
C108	39.270	25.000	090.0000
C109	13.293	25.000	030.4662
C110	131.713	50.000	150.9323
C111	39.270	25.000	090.0000
C112	13.293	25.000	030.4662
C113	39.270	25.000	090.0000
C114	39.270	25.000	090.0000
C115	39.270	25.000	090.0000
C116	39.270	25.000	090.0000
C117	93.724	150.000	035.7999
C118	124.965	200.000	035.7999
C119	39.270	25.000	090.0000
C120	39.270	25.000	090.0000
C121	106.616	200.000	030.5433
C122	14.692	25.000	033.6725
C123	131.288	50.000	150.4452
C124	13.975	25.000	032.0293
C125	37.745	25.000	086.5060
C126	140.961	250.000	032.3059
C127	78.103	125.000	035.7999
C128	78.103	125.000	035.7999
C129	39.270	25.000	090.0000
C130	39.270	25.000	090.0000
C131	87.476	140.000	035.7999
C132	56.234	90.000	035.7999
C133	131.713	50.000	150.9323
C134	131.713	50.000	150.9323
C135	13.293	25.000	030.4662
C136	39.270	25.000	090.0000

PLOT DATE: Wed, 10 Nov 2021 FILE: P:\17\13\17-141ST & LEWIS\141ST & LEWIS - BASE

141ST AND LEWIS
Sheet 2 of 3

Date Prepared: 11-10-2021

PRELIMINARY PLAT

141st And Lewis

OWNER/DEVELOPER
PREMIUM LAND, LLC.
PO BOX 6718
EDMOND OK 73083
PHONE: 405-397-3855

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

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PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSON BY THESE PRESENTS:

THAT PREMIUM LAND, LLC, HEREINAFTER REFERRED TO AS "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

THE NORTHWEST QUARTER (NW/4) OF SECTION SEVENTEEN (17), 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.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO FIVE HUNDRED AND TWENTY-FOUR LOTS, FIVE PARK RESERVES, TWO RESERVE AREAS AND A COMMERCIAL AREA, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "141ST AND LEWIS", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND 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 RE-LAYING OVER, ACROSS AND ALONG ANY OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE 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 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, WHICH DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG EAST 141ST STREET AND SOUTH LEWIS AVENUE. ALL OTHER SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES 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 SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL, TRANSFORMER OR GAS SERVICE LINE TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT 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 AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT COVERING FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL 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, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FOR IN THIS PARAGRAPH I.B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT.
2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT OF THE CITY OF BIXBY WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BIXBY, OKLAHOMA OR IT'S SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, OR IT'S SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.C SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF THE GAS SERVICE.
2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR THE DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER, OR HIS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. 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 THEIR LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

F. 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 INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREA 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.

G. FENCE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/E" OR "FENCE EASEMENT" AND SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF 141ST AND LEWIS HOMEOWNERS ASSOCIATION. THE FENCE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SPRINKLER SYSTEM, AND LANDSCAPING, AND FOR THE PURPOSES OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG LOTS IN EAST 141ST ST. SOUTH AND SOUTH LEWIS AVENUE, WHICH CONTAIN SUCH EASEMENTS.

H. RESERVE "A" & "B"

1. THE USE OF RESERVE AREAS A & B DEDICATED ON THE PLAT FOR THE SUBDIVISION WITH THE PRIMARY USE OF STORMWATER DETENTION FACILITIES AND WITH ADDITIONAL USE AS OPEN SPACE, FENCING, LANDSCAPING AND DETENTION AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREAS A & B WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BIXBY ZONING ORDINANCE REQUIREMENTS AND SHALL NOT INTERFERE WITH THE DESIGNED PURPOSE OF THE DETENTION FACILITIES.

I. PARK RESERVES "C", "D", "E" ,"F" AND "G"

THE USE OF PARK RESERVES "C", "D","E", "F" AND "G" DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS PARK, OPEN SPACE, FENCING, AND LANDSCAPING AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF PARK RESERVES "C", "D", "E","F" AND "G" WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION.

J. LIMIT OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 141ST STREET AND SOUTH LEWIS AVENUE WITHIN THE BOUNDS DESIGNATED "LNA" OR "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT.

SECTION II. HOMEOWNERS ASSOCIATION

I. FORMATION OF HOMEOWNERS ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN 141ST AND LEWIS HOMEOWNERS ASSOCIATION TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION , INCLUDING BUT WITHOUT LIMITATION, RESERVE "A & B" AND THE FENCE EASEMENT FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF 141ST AND LEWIS. THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

J. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN 141ST AND LEWIS SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE RESIDENTIAL LOT.

K. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN 141ST AND LEWIS SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIVATE STREETS, STORMWATER DETENTION FACILITIES, FENCE EASEMENT AND OTHER COMMON AREAS OF THE SUBDIVISION.

SECTION III. 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 WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTION I, SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, HOMEOWNERS ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNERS OF THE RESIDENTIAL LOTS AND/OR THE ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, THE SUPPLIER OF UTILITY SERVICE AND/OR THE CITY OF BIXBY, OKLAHOMA MAY BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IF THE UNDERSIGNED OWNER/ DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II OR SECTION III, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY RESIDENTIAL LOT WITHIN 141ST AND LEWIS AND/OR THE ASSOCIATION TO BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IN ANY JUDICIAL ACTION TO ENFORCE THE PROVISIONS OF SECTION II OR SECTION III, THE PREVAILING PARTY MAY RECOVER REASONABLE COSTS AND ATTORNEY FEES.

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, PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY 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.

D. SEVERABILITY

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

IN WITNESS WHEREOF, PREMIUM LAND, LLC HAS EXECUTED THIS INSTRUMENT THE _____DAY OF _____, 2021.

PREMIUM LAND, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ___ DAY OF _____, 2021, BY MARK PERKINS, MANAGER OF PREMIUM LAND, LLC.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, JAY P. BISSELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "141ST AND LEWIS" A SUBDIVISION OF THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND 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.

_____
JAY P. BISSELL
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1318

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2021, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 25, 2023
COMMISSION NUMBER: 19011877

ALAN ANDREW BETCHAN
Notary Public
State of Oklahoma
Commission #19011877
Expires: Nov. 25, 2023

PLOT DATE: Wed, 10 Nov 2021 FILE: P:\17\17-141ST & LEWIS\141ST & LEWIS - BASE

City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission

From: Carolyn Back, Development Services Director/City Planner
Donna Crawford, Assistant City Planner

Date: Monday, November 15, 2021

Name: South Bixby Mini-Storage

RE: Preliminary Plat (BXPT-21.11) and Site Plan (BXSP-21.05)

Location: 15805 S. Memorial Drive, Bixby, Ok

STR: Section 24, Township 17N, Range 13E

Applicant: JR Donelson

Staff Review

Update:
This project came before the Planning Commission on October 18, 2021. The case was continued to allow the applicant more time to design and submit the required Detailed Landscape Plan and to provide color elevations with dimensions that more appropriately aligned with the Corridor Appearance District Guidelines that Staff could support.

Staff met with the applicants and their representative and went over the Corridor Appearance District Guidelines and visual examples of facilities that would align with the District Guidelines. Staff can support the elevations resubmitted.

Request:
The applicant is requesting a recommendation for Preliminary Plat approval. The Site Plan will be reviewed by City Council per the Corridor Appearance District minimum standards and requirements; however, as a courtesy staff is providing the Site Plan to the Planning Commission to understand the proposed site layout before taking the Site Plan to the City Council.

This property is located within the Corridor Appearance District and must comply with Section 11-7G-1-6 (attached). The Corridor Appearance requires site plan submittal and approval by City Council.

The Corridor Appearance District was established for the purpose of extending appearance review standards and guidelines to achieve aesthetically pleasing and environmentally sensitive development areas through alternative compliance methods, including landscaping, building material selection, structural design and color scheme provisions, sound reduction methods, improved air quality, and to provide attractive sites for nonresidential, commercial development, and industrial development to the benefit of the city's visitors and residents.

The Site Plan shows three (3) mini-storage buildings. The applicant provided building elevations for west facing portions of the structures, but did not include the building height. A lighting plan was not provided, but a note on the site plan mentioned lighting would be installed on the exterior of each building. Full-Building Elevations are needed to view the placement of light fixtures. Staff requested a landscape plan be prepared for this property which should also include the proposed type of fencing.

Existing Zoning; Use:
(IL) Industrial Light; Vacant

Abutting Zoning; Use:
North: (IL) Industrial Light; Pioneer Steel
East: (RS-3) Residential Single-Family; Single-Family Residences
South: (IL) Industrial Light; Eden Structure
West: (CS) Commercial Shopping; Vacant

Project Overview per Plat:

# of Acres	2.328 (+/-)	Min Lot Width	N/A
# of Lots	1	Min Lot Size	N/A
# of Blocks	1	Avg Dwelling Units	N/A
# of Phases	N/A		

The Preliminary Plat has the Final Plat stamp on it and needs to be removed before Staff Report is prepared for City Council meeting.

Engineering Staff has worked closely with the applicant and will continue to coordinate per required engineering standards.

Utilities/Site Area:
The site will be served by City of Bixby: Water, Sanitary Sewer, and Storm Sewer. All franchise utility providers were notified through a Technical Advisory Committee meeting.

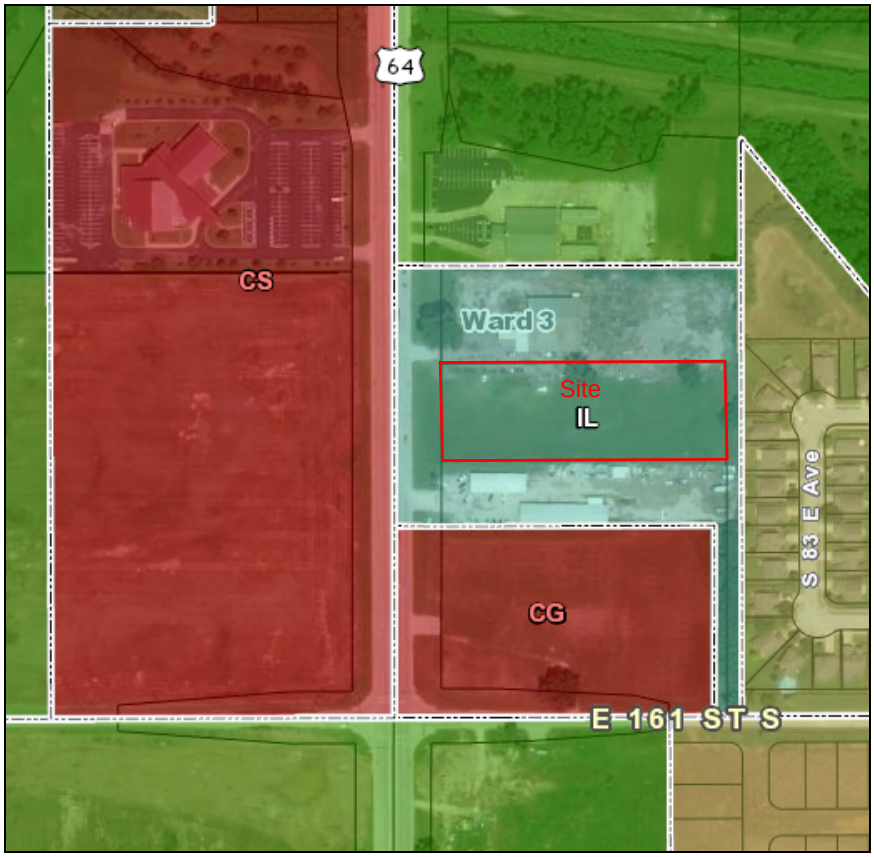


Figure 1: City of Bixby Zoning Map

Engineering Comments:
An agreement with the Territory HOA will be necessary to discharge stormwater from the mini-storage's detention pond into The Territory's detention pond. At the time of Staff Report preparation, no agreement has been provided to City Engineering.

STAFF COMMENTS:

1. Staff recommends applicant remove final plat stamp from Preliminary Plat before moving case to City Council.
2. Staff needs clarification from the applicant on the following items:
    a. Building Height
    b. Building Lighting locations and examples of lighting fixtures
    c. Type of Fencing
3. Staff could support Planning Commission recommendation of approval for the Preliminary Plat pending a stormwater discharge agreement being secured from The Territory's Homeowners Association.

ATTACHMENTS:
Attachment 1: Article G: Corridor Appearance District
Attachment 2: Proposed Site Plan 09.30.2021
Attachment 3: Proposed Landscape Plan
Attachment 3: Preliminary Plat 09.29.2021
Attachment 4: Building Elevations - Color

ARTICLE G. CORRIDOR APPEARANCE DISTRICT

SECTION:

11-7G-1: Purposes

11-7G-2: Location

11-7G-3: Exemptions

11-7G-4: Issuance Of Building Permit

11-7G-5: Development Minimum Standards

11-7G-6: Site Plan Approval Required

11-7G-1: PURPOSES:

There is hereby created a corridor appearance district along Memorial Drive from 101st to 171st Street South, as hereinafter defined, for the purpose of extending appearance review standards and guidelines to achieve aesthetically pleasing and environmentally sensitive development areas through alternative compliance methods, including landscaping, building material selection, structural design and color scheme provisions, sound reduction methods, improved air quality, and to provide attractive sites for nonresidential, commercial development, and industrial development to the benefit of the city's visitors and residents. (Ord. 814, 5-8-2000)

11-7G-2: LOCATION:

The corridor appearance district herein created is defined as follows: An area six hundred feet (600') in width along and parallel to Memorial from 101st to 171st South, 131st at Memorial East to Bixby city limits, an area six hundred feet (600') from center of 131st Street; 151st Street at Memorial West to Bixby city limits, an area six hundred feet (600') from centerline of 151st Street; 171st at Memorial East to Bixby city limits, an area six hundred feet (600') from center of 171st Street any structures which may in whole or part be located herein, except those areas when bounded or falling within the boundaries of the central business district in which case the requirements of those districts shall prevail. (Ord. 814, 5-8-2000)

11-7G-3: EXEMPTIONS:

Residential zoning districts; planned unit developments (PUDs); specific use permits; central business district; and other zoning classifications or districts with restrictive covenants and/or development test when determined at the time of zoning approval to meet the corridor appearance district guidelines. (Ord. 814, 5-8-2000)

11-7G-4: ISSUANCE OF BUILDING PERMIT:

Prior to the construction or reconstruction of any structure, exterior remodeling, or any proposed construction requiring the issuance of a building permit, other than interior construction or remodeling or a small job permit, a site plan shall be submitted as set forth in subsection 11-9-0E of this title and shall be subject to the corridor appearance district development minimum standards, as hereinafter set forth. (Ord. 2107, 1-14-2013)

11-7G-5: DEVELOPMENT MINIMUM STANDARDS:

A. All sides of buildings facing public streets shall be full masonry to the first floor top plate, to include brick, stucco, EIFS or similar masonry like product, stone, finished concrete tilt-up panels, or some combination thereof.

B. The property owner may appeal the interpretation of the masonry standard to a specific building project or may request, in writing and with showing of sufficient good cause, that the city council reduce or waive the requirement altogether.

C. The city planner may refer a proposed structure to the city council for approval if determined to be of exceptional character, iconic, or potentially offensive. (Ord. 2107, 1-14-2013)

11-7G-6: SITE PLAN APPROVAL REQUIRED:

A site plan is hereby required. The site plan shall demonstrate compliance with the corridor appearance district development minimum standards and the requirements of this title. The information required to be included in the site plan shall be as set forth in subsection 11-9-0E of this title. Maintenance of the site in substantial compliance with the approved site plan shall be a condition of continued occupancy. (Ord. 2091, 9-10-2012)

SOUTH BIXBY MINI-STORAGE

A TRACT OF LAND SITUATED IN THE SW/4 OF THE SW/4 IN SECTION 24, T-17-N, R-13-E, TULSA COUNTY, OKLAHOMA.

OWNER:
STORAGEXTRA, LLC
P.O. BOX 9768
TULSA, OKLAHOMA 74157
CONTACT: SAM SENDGRAFF
PHONE: 918-237-5661
EMAIL: stuart_d_bryan@yahoo.com

ENGINEER:
JR DONELSON, INC.
12820 SO. MEMORIAL DRIVE
OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
C.A. NO. 5611 EXP. 6-30-2023
EMAIL: JRDON@TULSACOXMAIL.COM

SITE DATA

BUILDINGS & CONCRETE = 82,790 SF		82%
TOTAL AREA = 101,407 SF	2.328 AC.	
LANDSCAPE AREA =	18,617 SF	18%

PROPOSED BUILDINGS

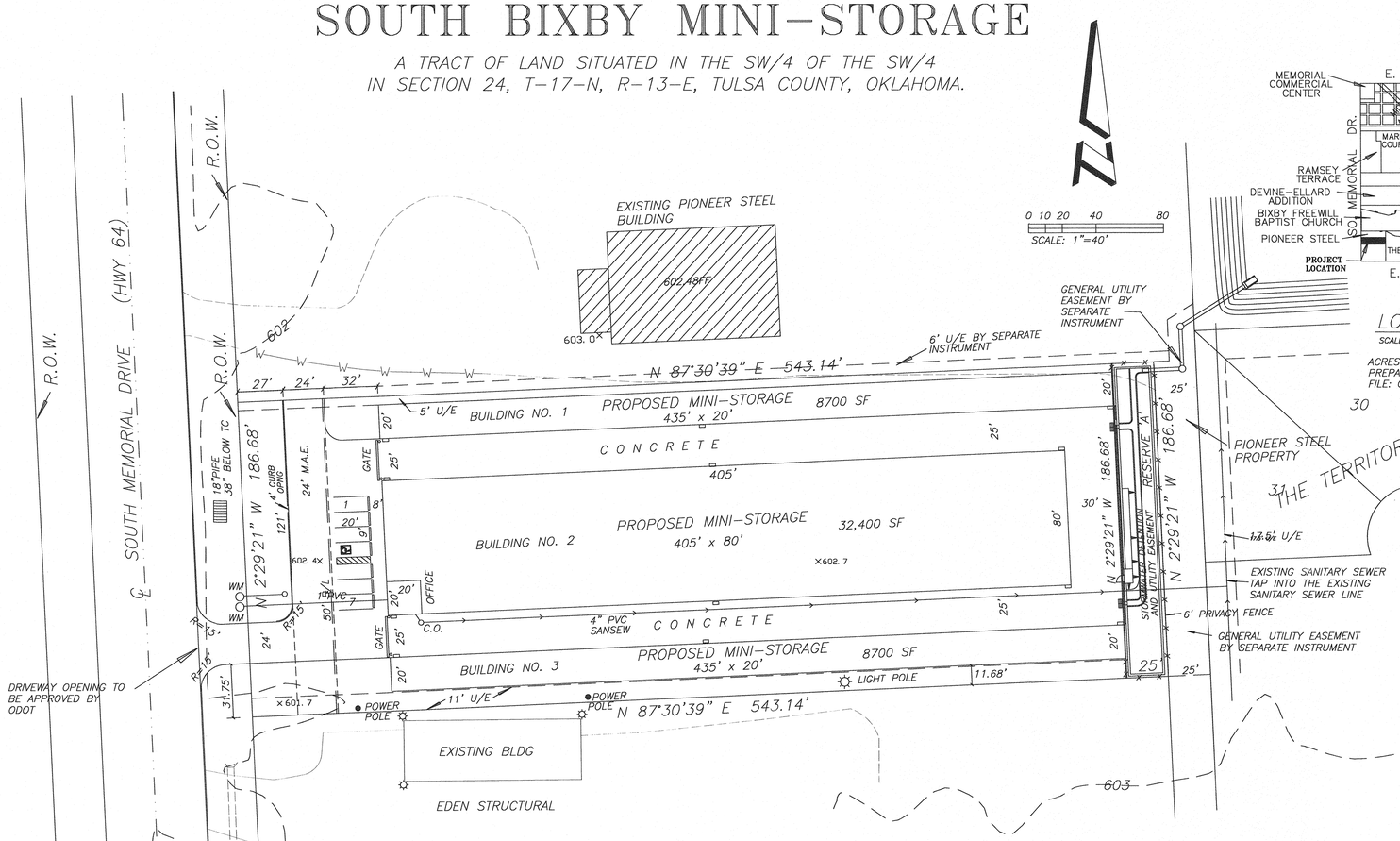
BUILDING NO. 1	8700 SF
BUILDING NO. 2	32,400 SF
BUILDING NO. 3	8700 SF

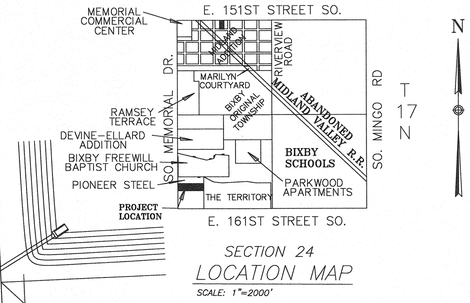
A FREESTAND SIGN WILL BE INSTALLED.
NO DUMPSTER WILL BE INSTALLED FOR TRASH.

PROPOSED LIGHTING WILL BE INSTALLED ON THE EXTERIOR OF THE EACH MINI-STORAGE BUILDING. THERE WILL BE NO POLE LIGHTS INSTALLED.

FEMA FIRM MAP: 40143C0445L, DATED: 10/16/12
ZONE "AE", 100 YEAR WSE 599

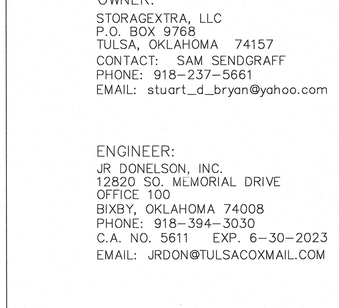
PROPOSED PARKING: 6 SPACES AND 1 HANDICAP = 7





SECTION 24
LOCATION MAP
SCALE: 1"=2000'

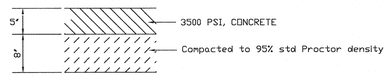
ACRES: 2.32 acres
PREPARATION DATE: August 7, 2021
FILE: C:\STUARTB\STUART-GRAD-08062021



FENCE DETAIL
NO SCALE

LEGEND

——SS——	SANITARY SEWER LINE
——W——	WATER LINE
R	RADIUS
B/L	BUILDING LINE
SCO	SANITARY SEWER CLEANOUT
M.H.	MANHOLE
FH	FIRE HYDRANT
tc	TOP OF CURB
tp	TOP OF PAVEMENT
ng	NATURAL GROUND
TR	TOP OF RIM
→	RUNOFF DIRECTION ARROW
F.F.	FINISH FLOOR
686×0	SPOT ELEVATION
⇨	TRAFFIC DIRECTION ARROW
PVMT	PAVEMENT
	HANDICAP SPACE
▭	WALL MOUNTED PACK LIGHT



1 LIGHT DUTY CONCRETE
NO SCALE

REGISTERED PROFESSIONAL ENGINEER
CHARLES K. HOWARD
18286
OKLAHOMA

Charles K. Howard 7/3/21
REGISTERED PROFESSIONAL ENGINEER SEAL

COPYRIGHT

DATE OF PRINTS:

REVISION	BY	DATE

CHK'D FOR CITY BY:		
DESIGNED BY:		
CHECKED BY:		
DRAWN BY:		

SOUTH BIXBY MINI STORAGE

CITY OF BIXBY, OK.

PLANS & ESTIMATES PREPARED BY: CA. NO. 5611 EXP. DATE: 6/30/2023
JR DONELSON, INC.
12820 SO. MEMORIAL DRIVE, OFFICE 100, BIXBY, OKLAHOMA 74008 918-394-3030

PLAN SCALE: 1" = 40'
PROPOSED SITE PLAN
APPROVED:
PROFILE SCALE
HORIZONTAL 1" =
VERTICAL 1" =
RECOMMENDED:
RECOMMENDED:

FILE: DRAWING: STUART-GRAD-08062021 DATE: 9/30/2021
ATLAS PAGE NO: SHEET 1 OF 3 SHEETS

SOUTH BIXBY MINI-STORAGE

A TRACT OF LAND SITUATED IN THE SW/4 OF THE SW/4
IN SECTION 24, T-17-N, R-13-E, TULSA COUNTY, OKLAHOMA.

OWNER:
STORAGEXTRA, LLC
P.O. BOX 9768
TULSA, OKLAHOMA 74157
CONTACT: SAM SENDGRAFF
PHONE: 918-237-5661
EMAIL: stuart_d_bryan@yahoo.com

ENGINEER:
JR DONELSON, INC.
12820 SO. MEMORIAL DRIVE
OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
C.A. NO. 5611 EXP. 6-30-2023
EMAIL: JRDON@TULSACOXMAIL.COM

SITE DATA

BUILDINGS & CONCRETE = 82,500 SF		81.4%
TOTAL AREA = 101,393 SF	2.32 AC.	
LANDSCAPE AREA =	14,226 SF	14%

PROPOSED BUILDINGS

BUILDING NO. 1	8700 SF
BUILDING NO. 2	32,400 SF
BUILDING NO. 3	8700 SF

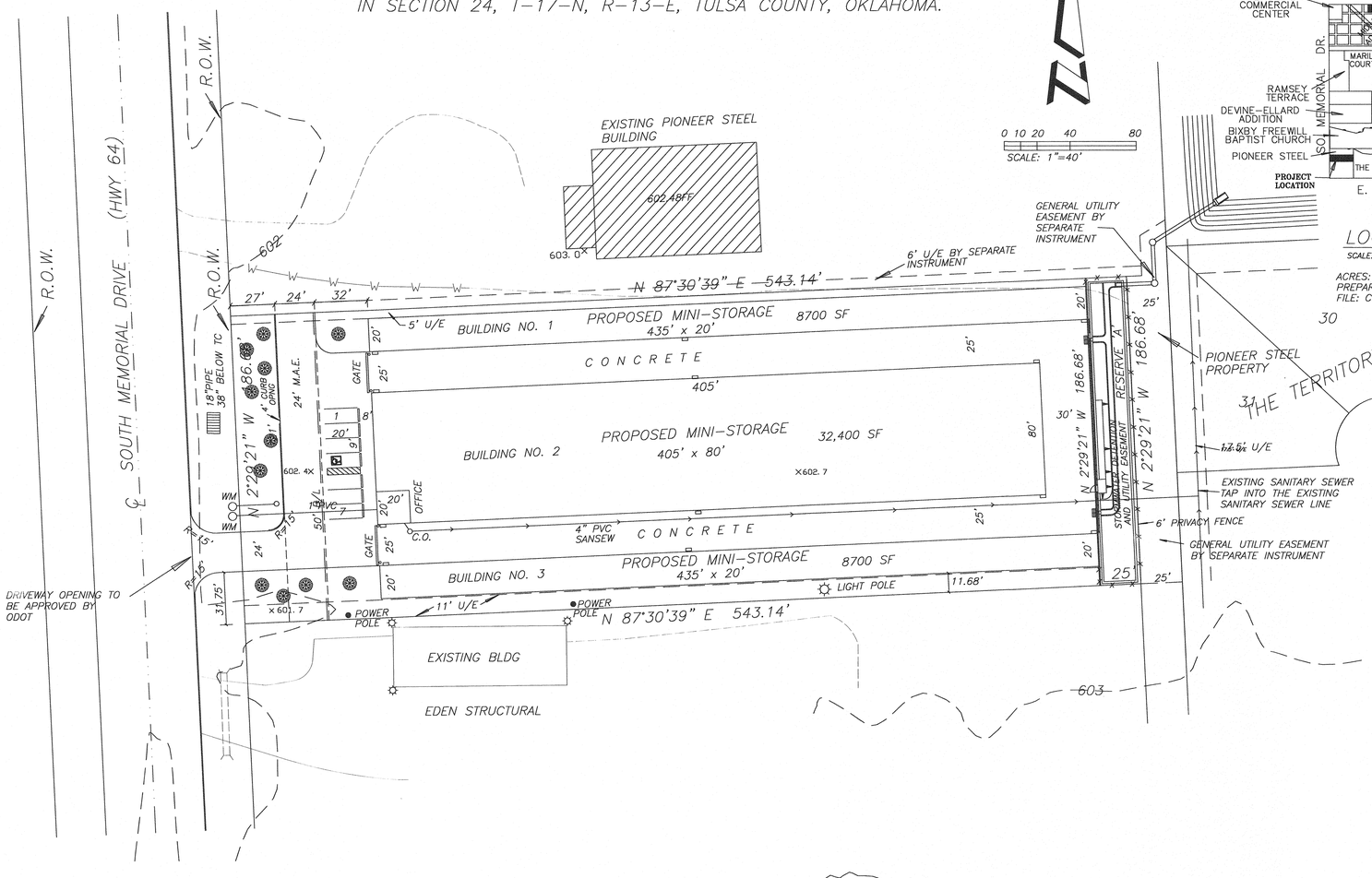
NOTES:

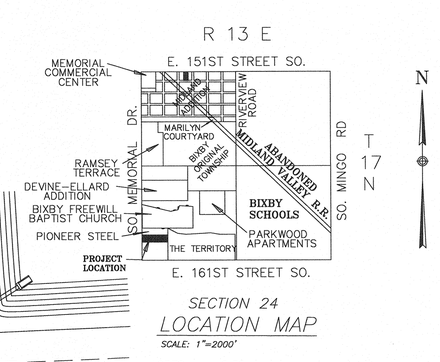
1. A FREESTAND SIGN WILL BE INSTALLED.
2. NO DUMPSTER WILL BE INSTALLED FOR TRASH.
3. PROPOSED LIGHTING WILL BE INSTALLED ON THE EXTERIOR OF THE EACH MINI-STORAGE BUILDING. THERE WILL BE NO POLE LIGHTS INSTALLED.
4. FEMA FIRM MAP: 40143C0445L, DATED: 10/16/12 ZONE "AE", 100 YEAR WSE 599
5. PROPOSED PARKING: 6 SPACES AND 1 HANDICAP = 7
6. PROPERTY ZONED: IL

LANDSCAPE DATA

1. LANDSCAPING WILL BE IRRIGATED BY A UNDERGROUND SPRINKLER SYSTEM.
   LOT 1 2.32 AC.
2. LOT AREA 101,393 S.F. 2.32AC. 100%
   GRASS 14,226 S.F. 14.0%
   BLDG 49,800 S.F. 49.1%
   CONC PVMT 32,700 S.F. 32.3%
   DETENTION 4,667 S.F. 4.60%
3. STREET YARD = 9334 S.F. x 15% = 1400 S.F.
   LANDSCAPE STREET YARD REQUIRED
   4392 S.F. PROVIDED
   TOTAL TREES REQUIREMENT: 9334/1000 = 9 TREES
   TOTAL TREES PROVIDED: 9 TREES
4. TREE REQUIREMENTS IN PARKING AREAS:
   1 TREE PER 50 L.F. - 2 TREES
   TREES PROVIDED: 2 TREES
   TOTAL TREES PROVIDED: 11 TREES
   ALL NEW TREES TO BE A 2" MIN. CALIPER

BEFORE YOU DIG.. CALL OKIE 1-800-522-6543



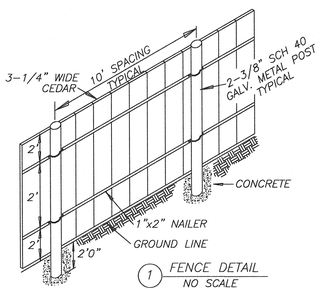


SECTION 24
LOCATION MAP
SCALE: 1"=2000'

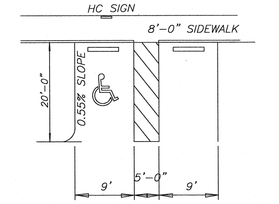
ACRES: 2.32 acres
PREPARATION DATE: August 7, 2021
FILE: C:\STUARTB\STUART-GRAD-08062021

LEGEND

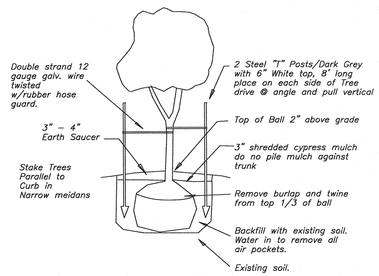
SS	SANITARY SEWER LINE
W	SERVICE LINE
G	2" O.N.G. U/G LINE
BL	BUILDING LINE
MAE	MUTUAL ACCESS EASEMENT
U/E	UTILITY EASEMENT
FH	FIRE HYDRANT
→	DIRECTION FLOW ARROW
/	SANITARY SEWER RISER
WM	WATER METER
	SANITARY SEWER MANHOLE
	HANDICAP SPACE
HC	HANDICAP SIGN
	PROPOSED TREE



1 FENCE DETAIL
NO SCALE



2 HANDICAP PARKING SPACE DETAIL
No Scale



3 TREE PLANTING DETAIL

REGISTERED PROFESSIONAL ENGINEER
CHARLES K. HOWARD
18286
OKLAHOMA
Charles K. Howard 9/3/21
REGISTERED PROFESSIONAL ENGINEER SEAL

SOUTH BIXBY MINI STORAGE
CITY OF BIXBY, OK.

CHK'D FOR CITY BY:			
DESIGNED BY:			
CHECKED BY:			
DRAWN BY:			
REVISION	BY	DATE	

PLANS & ESTIMATES PREPARED BY: CA. NO. 5611 EXP. DATE: 6/30/2023
JR DONELSON, INC.
12820 SO. MEMORIAL DRIVE, OFFICE 100, BIXBY, OKLAHOMA 74008 918-394-3030

PLAN SCALE 1" = 40'
LANDSCAPE PLAN
APPROVED:
PROFILE SCALE
HORIZONTAL 1" =
VERTICAL 1" =
RECOMMENDED:
RECOMMENDED:
FILE: DRAWING: STUART-GRAD-08062021 DATE: 9/30/2021
ATLAS PAGE NO: SHEET 2 OF 9 SHEETS

COPYRIGHT
DATE OF PRINTS:

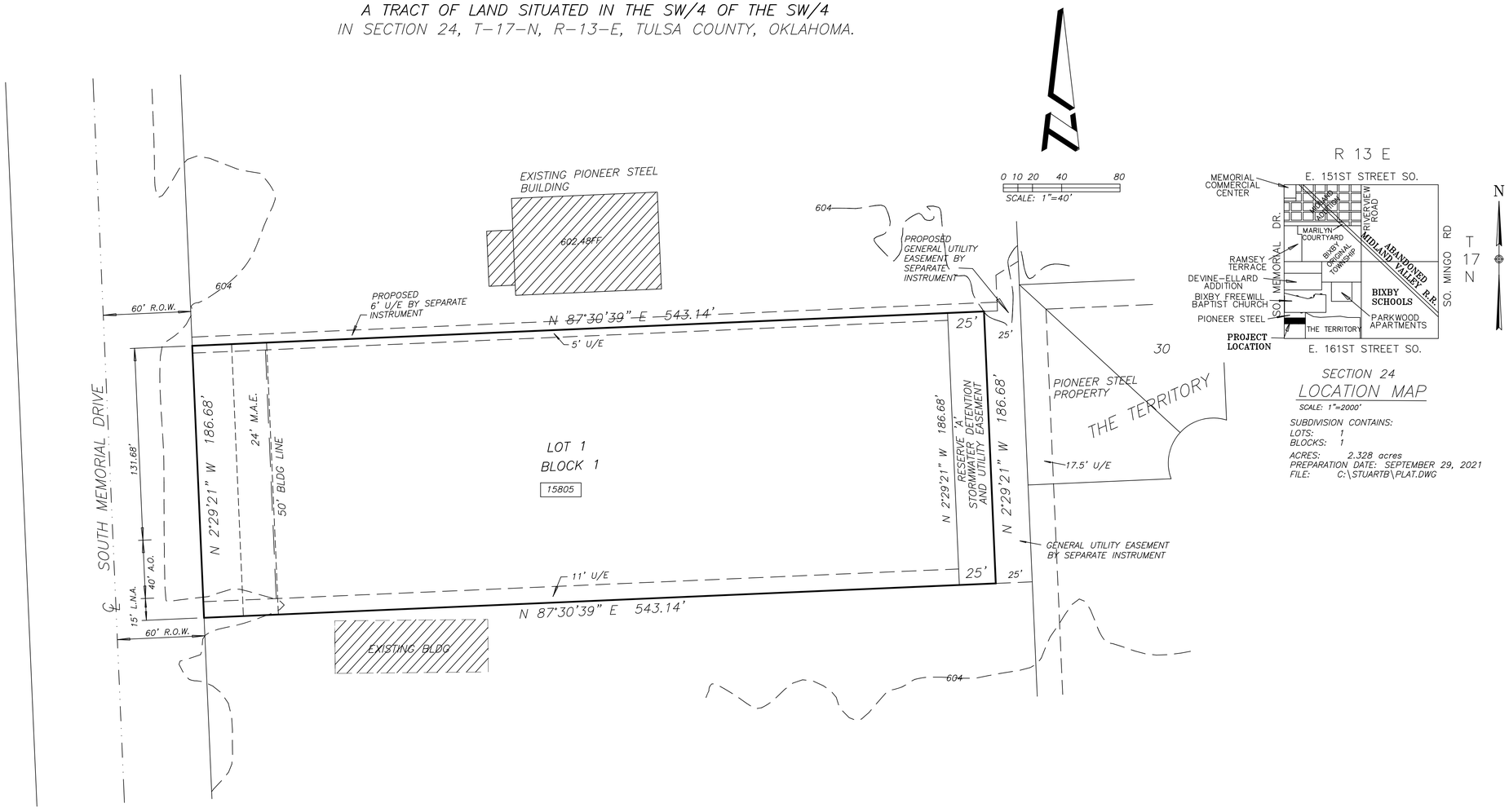
PLAT No.

SOUTH BIXBY MINI-STORAGE

A TRACT OF LAND SITUATED IN THE SW/4 OF THE SW/4
IN SECTION 24, T-17-N, R-13-E, TULSA COUNTY, OKLAHOMA.

OWNER:
STORAGEXTRA, LLC
P.O. BOX 9768
TULSA, OKLAHOMA 74157
CONTACT: SAM SENDGRAFF
PHONE: 918-237-5661
EMAIL: stuart_d_bryan@yahoo.com

ENGINEER:
JR DONELSON, INC.
12820 SO. MEMORIAL DRIVE
OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
C.A. NO. 5611 EXP. 6-30-2023
EMAIL: JRDON@TULSACOXMAIL.COM



SECTION 24
LOCATION MAP

SCALE: 1"=2000'

SUBDIVISION CONTAINS:
LOTS: 1
BLOCKS: 1
ACRES: 2.328 acres
PREPARATION DATE: SEPTEMBER 29, 2021
FILE: C:\STUARTB\PLAT.DWG

LEGEND

U/E	UTILITY EASEMENT
BLDG	BUILDING
tc	TOP OF CURB
tp	TOP OF PAVEMENT
ng	NATURAL GROUND
L.N.A.	LIMITS OF NO ACCES
A.O.	ACCESS OPENING
R.O.W.	RIGHT OF WAY
SW/4	SOUTHWEST QUARTER
15805	ADDRESS

CERTIFICATE

STATE OF OKLAHOMA } SS
COUNTY OF TULSA

I, Earlene Wilson, Tulsa County Clerk, in and for the County and State of Oklahoma above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the _____ day of _____
Earlene Wilson, Tulsa County Clerk

_____
Deputy

NOTES:

1. 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 Surveyors.

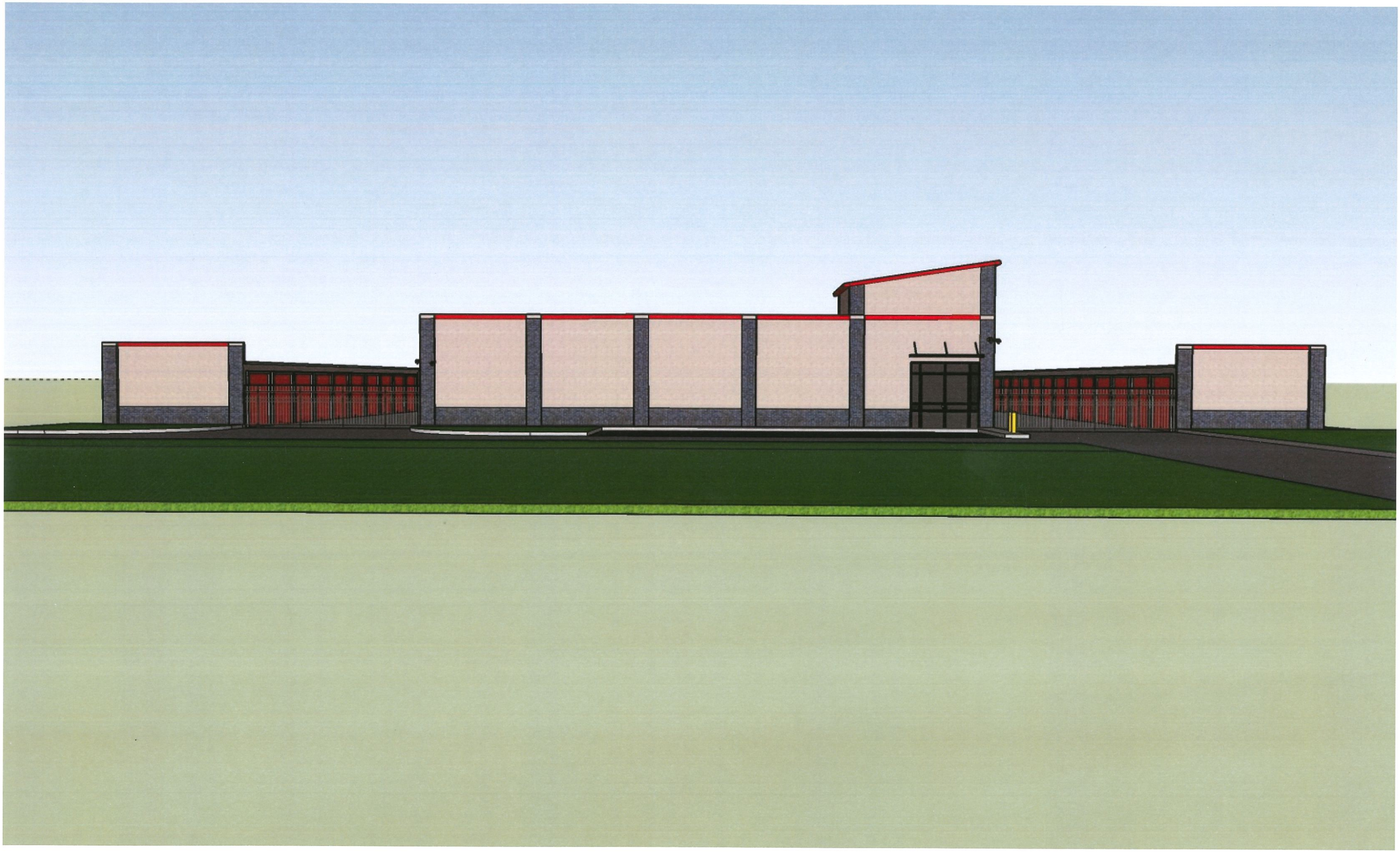
2. BASIS FOR BEARINGS:
The basis for bearings is the West line of the SW/4 of the SW/4 of Section 24, T-17-N, R-13-E, shown as N 02°29'21"W.

3. FEMA FIRM MAP: 40143C0445L, DATED: 10/16/12
ZONE "AE", 100 YEAR WSE 599

4. PINS OR SET OR FOUND AT ALL PROPERTY CORNERS.

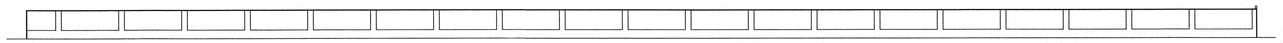
LEGAL DESCRIPTION:
THE NORTH 186.35 FEET OF THE SOUTH 670.89 FEET OF THE WEST 635 FEET, IN THE SW/4 OF THE SW/4 OF SECTION 24, T-17-N, R-13-E, OF THE I.B.&M., TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, LESS AND EXCEPT A STRIP, PIECE, OR PARCEL OF LAND LYING IN PART OF THE SW/4 OF THE SW/4 SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SW/4 SW/4 A DISTANCE OF 484.65 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SW/4 SW/4; THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 186.29 FEET; THENCE EAST A DISTANCE OF 91.86 FEET; THENCE S 01°19'23"E A DISTANCE OF 186.68 FEET; THENCE WEST A DISTANCE OF 91.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.324 ACRES MORE OR LESS.



South Elevation Bldg 1

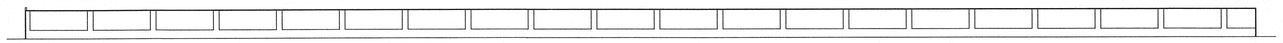
East Elevation Bldg 1



North Elevation Bldg 1

North Elevation Bldg 3

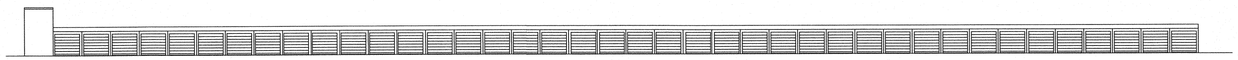
East Elevation Bldg 3



South Elevation Bldg 3

North Elevation Bldg 2

East Elevation Bldg 2



South Elevation Bldg 2

South Bixby
Mini-Storage

WS
led wallpacks

The Simkar WS LED Series of traditionally-styled LED wallpacks replaces 100W to 400W metal halide wall mounted fixtures while consuming up to 79% less energy and operating for up to 100,000 hours (L85). Powered by high performance, energy-efficient mid power LED chip packages, the WS LED wallpacks produce bright, long-lasting illumination, reducing shadows and creating a safer nighttime environment while saving energy and maintenance costs. The footprint allows for replacement of HID fixtures without painting or patching.

Project

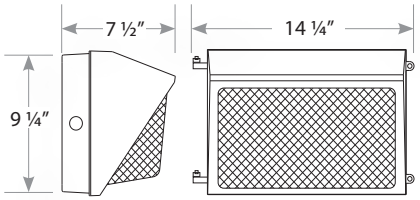
Catalog Number

Type

Date

- **Traditional design, familiar footprint**
- **Up to 79% energy savings vs. traditional HID sources**
- **Up to 100,000 hour operating life (L85)**
- **10 kV, field replaceable surge protector**
- **5000K (standard)**
- **>70 CRI**

WSM LED (shown)



WSM LED (shown)

HOUSING / LENS Bronze powder coat die cast aluminum housing for a high quality finish, excellent heat dissipation, and durability. Borosilicate prismatic glass lens with weatherproof silicone gasketing to seal out contaminants. The WSM approximate shipping weight is 13 lbs. The WSL approximate shipping weight is 28 lbs.

LEDS WS LED wallpacks are available in 4 light levels (delivered): 3,400 lumens (28W), 4,780 lumens (40W), 8,150 lumens (63.68W) and 11,640 lumens (94W) at 5000K (standard), >70 CRI. Also available in 3000K and 4000K. Consult factory for lead times.

Operating life is 100,000 hours (L85) for WSMLED35L, WSMLED50L and WSMLED75L. Operating life is 50,000 hours (L85) for WSLLED120L.

Light engines consist of 45, 60, 112, and 133 mid power LED chip packages mounted to a metal core PCB and integral heavy gauge aluminum heat sink. Heavy gauge internal aluminum LED mounting plate is bolted to top of the housing for superior heat dissipation.

ELECTRICAL Power supplies are 120-277V, 0-10V dimmable. Power factor is >0.9. Power supply is mounted in direct contact with aluminum housing for cooler operation and longer life. 28W fixture uses 30W 830 mA power supply. 40W fixture uses 50W 1.2A power supply. 64W fixture uses 75W 1.4A power supply. 94W fixture uses 96W 3.5 amp power supply.

TEMPERATURE The WS LED Series is suitable for use in operating temperatures of -22˚F (-30˚C) to 104˚F (40˚C).

ACCESS / WIRING The side-hinged door opens easily using two captive stainless steel screws to provide quick access to internal components. Four threaded and plugged 1/2" conduit entries: sides, top and rear. Rear knockouts for mounting over 3" and 4" J boxes. LED PCB board and power supply have quick disconnect for easier installation and maintenance.Top conduit entry provided for optional photocell.

MOUNTING The recommended wall mounting height of the WSM LED is 10 to 25 ft. The recommended mounting height of the WSL LED is up to 30 ft.

LISTINGS C-UL-US Listed wet location. DLC listed to the outdoor non-cut-off and semi-cut-off wall mounted area luminaires category.

WARRANTY 5 year limited warranty.

WS LED Wall Pack Configuration

SERIES	LUMENS*	CCT	VOLTAGE	OPTIONS
WSMLED = 14" Housing **WSLLED** = 19" Housing	*WSMLED* **35L** = 3,400 lumens (28W) **50L** = 4,780 lumens (40W) **75L** = 8,150 lumens (64W) *WSLLED* **120L** = 11,640 lumens (94W)	**30** = 3000K **40** = 4000K **50** = 5000K (standard)	**U1** = universal 120-277V	**WT** = White Housing **BK** = Black Housing **(X)B** = Button Photocell; designate voltage: **1** = 120V, **2** = 277V **ELS:** Emergency Backup

** See performance table for light output and actual power consumption*

ACCESSORIES
WSM–TSD = Tamperproof Screws & screwdriver
*For **(x)** below, please use **(M)** for WSM or **(L)** for WSL*
WG(x) = Wire Guard
PG(x) = Polycarbonate Guard (vandal shield)
Glare Shields
WS(x)–GS = Side Cutoffs
WS(x)–GSF = Full Cutoff

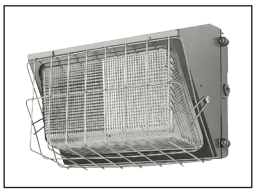
Performance Data

Model	Light Output* (lumens)	Input Power	Efficacy (lumens/watt)	Color Temperature	Operating Life	Operating Temperature	Mounting Height**	Equivalent HID
WSMLED35L50U1	3,401 Lm	27.75W	123 Lpw	5000K	100,000 hrs. (L85)	-22°F (-30°C) to 104°F (40°C)	up to 10 ft.	up to 100W PSMH
WSMLED50L50U1	4,780 Lm	39.83W	120 Lpw	5000K	100,000 hrs. (L85)		up to 15 ft.	up to 150W PSMH
WSMLED75L50U1	8,148 Lm	63.68W	128 Lpw	5000K	100,000 hrs. (L85)		up to 25 ft.	up to 250W PSMH
WSLLED120L50U1	11,642 Lm	93.88W	124 Lpw	5000K	50,000 hrs. (L85)		up to 30 ft.	up to 400W PSMH

** Delivered lumens*
*** Consult a lighting engineer to meet specific requirements*

Accessories

*For **(x)** below, please use **(M)** for WSMor **(L)** for WSL*

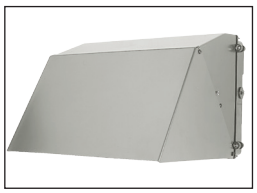


WG(x)
Wire guard

PG(x)
Polycarbonate Guard (vandal shield)

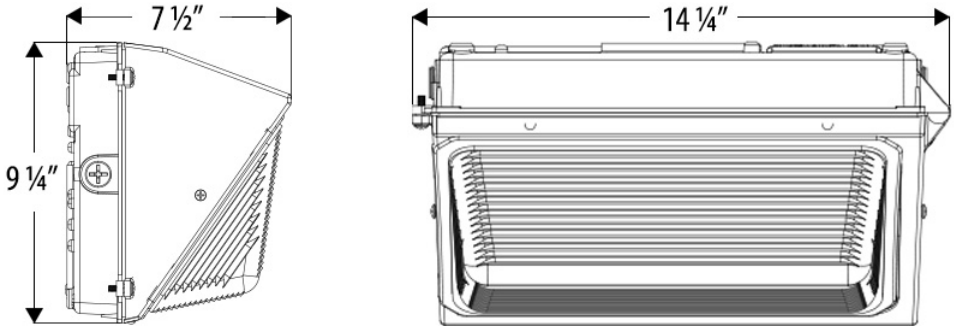
WS(x) TSD
Tamperproof Screws & Drivers

WS(x) - GS
Side Cutoff Glare Shield

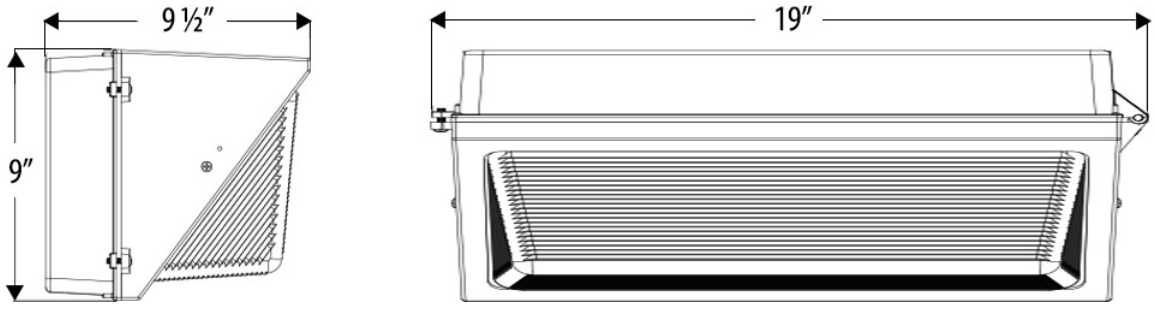


WS(x) - GSF
Full Cutoff Glare Shield

Dimensions



WSM LED



WSL LED

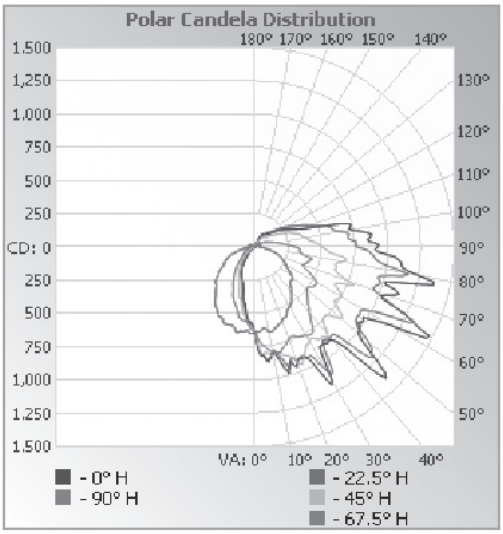
Photometric Data

Luminaire Data WSMLED35L50U1

Formed steel housing, clear linear prismatic lens enclosure

Catalog Number	**WSMLED35L50U1**
Lab Test#	GZE161270-A
(#) Driver	(1) Constant Current 830mA
# LED	45 white LEDs
Color Temperature	5000K
Input Watts	27.75
Delivered Lumens	3,401
Operating Life	100,000 hrs. (L85)
Fixture Efficacy	123.0 Lpw

Polar Plot



Lumens Per Zone					
Zone	Lumens	% Total	Zone	Lumens	% Total
0-10	63.7	1.9%	90-100	263.2	7.6%
10-20	177.9	5.2%	100-110	192.3	5.6%
20-30	267.7	7.8%	110-120	119.4	3.5%
30-40	329.4	9.6%	120-130	71.1	2.1%
40-50	369.2	10.7%	130-140	39.6	1.2%
50-60	376.2	10.9%	140-150	22.3	0.6%
60-70	410.1	11.9%	150-160	8.2	0.2%
70-80	383.1	11.1%	160-170	0.7	0%
80-90	349.3	10.1%	170-180	0.1	0%

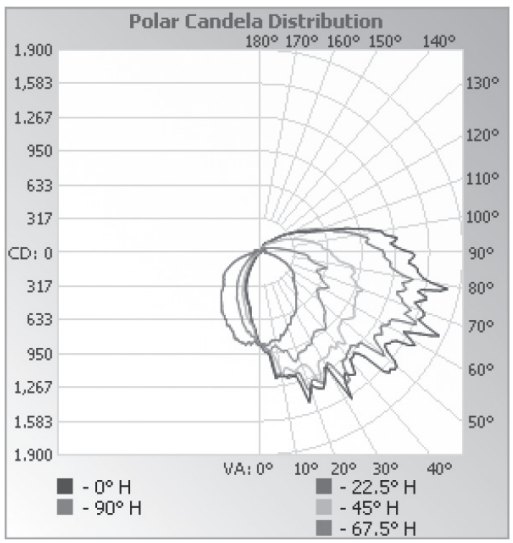
Photometric Data

Luminaire Data WSMLED50L50U1

Formed steel housing, clear linear prismatic lens enclosure

Catalog Number	**WSMLED50L50U1**
Lab Test#	GZE160672-AB
(#) Driver	(1) Constant Current 1.2A
# LED	60 white LEDs
Color Temperature	5000K
Input Watts	39.83 W
Delivered Lumens	4,780
Operating Life	100,000 hrs. (L85)
Fixture Efficacy	120.0 Lpw

Polar Plot



Lumens Per Zone					
Zone	Lumens	% Total	Zone	Lumens	% Total
0-10	81.6	1.8%	90-100	371.2	8%
10-20	237.7	5.1%	100-110	259.5	5.6%
20-30	363.6	7.8%	110-120	157.1	3.4%
30-40	439.5	9.5%	120-130	90.0	1.9%
40-50	480.6	10.4%	130-140	47.6	1%
50-60	519.4	11.2%	140-150	26.0	0.6%
60-70	555.5	12.0%	150-160	11.6	0.2%
70-80	531.4	11.5%	160-170	1.9	0%
80-90	465.9	10.0%	170-180	0.2	0%

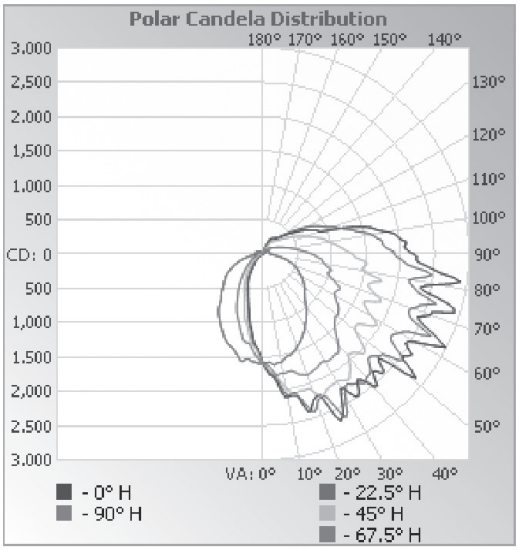
Photometric Data

Luminaire Data WSMLED75L50U1

Formed steel housing, clear linear prismatic lens enclosure

Catalog Number	**WSMLED75L50U1**
Lab Test#	GZE161270-B
(#) Driver	(1) Constant Current 1.4A
# LED	133 white LED
Color Temperature	5000K
Input Watts	63.68 W
Delivered Lumens	8,148
Operating Life	100,000 hrs. (L85)
Fixture Efficacy	128.0 lm/W

Polar Plot



Lumens Per Zone					
Zone	Lumens	% Total	Zone	Lumens	% Total
0-10	149.8	1.8%	90-100	631.9	7.8%
10-20	428.3	5.3%	100-110	460.5	5.7%
20-30	650.7	8.0%	110-120	292.8	3.6%
30-40	791.6	9.7%	120-130	178.4	2.2%
40-50	843.6	10.4%	130-140	99.2	1.2%
50-60	893.3	11.0%	140-150	57.5	0.7%
60-70	928.1	11.4%	150-160	25.7	0.3%
70-80	900.3	11.1%	160-170	3.9	0%
80-90	809.4	9.9%	170-180	0.4	0%

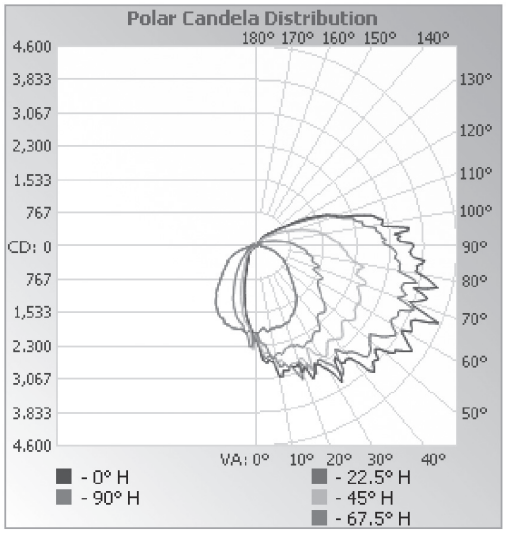
Photometric Data

Luminaire Data WSLLED120L50U1

Formed steel housing, clear linear prismatic lens enclosure

Catalog Number	**WSLLED120L50U1**
Lab Test#	GZE160672-C
(#) Driver	(1) Constant Current 3.5A
# LED	112 white LEDs
Color Temperature	5000K
Input Watts	93.88W
Delivered Lumens	11,642
Operating Life	50,000 hrs. (L85)
Fixture Efficacy	124.0 lm/W

Polar Plot



Lumens Per Zone					
Zone	Lumens	% Total	Zone	Lumens	% Total
0-10	207.4	1.8%	90-100	1,003.3	8.5%
10-20	575.5	4.9%	100-110	751.9	6.4%
20-30	848.6	7.2%	110-120	460.2	3.9%
30-40	1,063.8	9.0%	120-130	222.3	1.9%
40-50	1,226.1	10.4%	130-140	108.3	0.9%
50-60	1,324.9	11.2%	140-150	52.8	0.4%
60-70	1,373.8	11.7%	150-160	23.0	0.2%
70-80	1,342.3	11.4%	160-170	5.9	0.1%
80-90	1,188.8	10.1%	170-180	0.6	0%

City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission

From: Carolyn Back, Development Services Director/City Planner
Donna Crawford, Assistant City Planner

Date: Monday, November 15, 2021

RE: Rezone (BXZO-21.19) from Agriculture (AG) to Commercial Shopping (CS)

Location: W/2 NE NE NE AND E/2 NW NE NE LESS N250 E/2 NW NE NE AND LESS N2 50 W/2 NE NE NE SEC 20 17 13
6.19 +/- acres

STR: Section 20, Township 17N, Range 13E

Applicant: Oral Roberts Evangelistic Association

Request:
Rezone (BXZO-21.19) from Agriculture (AG) to Commercial Shopping (CS) to allow for an off-campus office building for the main corporate office with television broadcast and production support services for the ministry.

Existing Zoning; Use:
(AG) Agriculture; Vacant

Abutting Zoning; Use:
North: (AG) Agriculture; E 151st Street South, Vacant
East: (CS) Commercial Shopping; Vacant
(AG) Agriculture; Vacant
South: (AG) Agriculture; Large Lot Single Family
West: ((AG) Agriculture; Large Lot Single Family

Proposed Zoning; Use:
Commercial Shopping (CS)

Figure 1: City of Bixby Zoning Map

Staff Review

The applicant is requesting a rezone (BXZO 21.19) to allow for the relocation of the Oral Roberts Evangelistic Association Corporate Offices. The applicant has provided a letter from the property owners grating their permission to apply for and secure rezoning for this property with this specific use.

The rezone aligns with the Comprehensive Plan 2030 Future Land Use Map.

At building permitting phase a Detailed Site Plan shall be submitted and reviewed as this property is located within the Corridor Appearance District.

Utilities/Site Area:

City Water:
12" water main running North/South along the east side of South Harvard Avenue, crossing East 151st Street, turning East, running East/West on the south side of East 151st Street South.

City Sanitary Sewer:
An 8" sanitary sewer is located approximately .5 mile to the East, along the line runs W/E on the North side of the property.

City Stormwater:
At time of platting and permitting, applicant will be required to coordinate with City Engineering on stormwater detention and post construction discharge requirements.

Public Comments: Staff received two (2) phone calls asking for more information on the project, but not in opposition to the application.

Staff Comments:

1. Staff supports Planning Commission recommendation for approval of the requested Rezone to Commercial Shopping (CS) as the proposed use aligns with the Comprehensive Plan and the 2030 Future Land Use Map.

Figures: Figure 1: City of Bixby Zoning Map

Attachments: Exhibit 1: Proposed Site Plan
Exhibit 2: Proposed Floor Plan
Exhibit 3: Color Renderings

E. 151ST STREET SOUTH

659.00' PROPERTY LINE

30' BUILDING LINE SETBACK

412.00' PROPERTY LINE

17.5' SETBACK

411.00' PROPERTY LINE

17.5' SETBACK

PROPOSED BUILDING

10

8

10

21 21

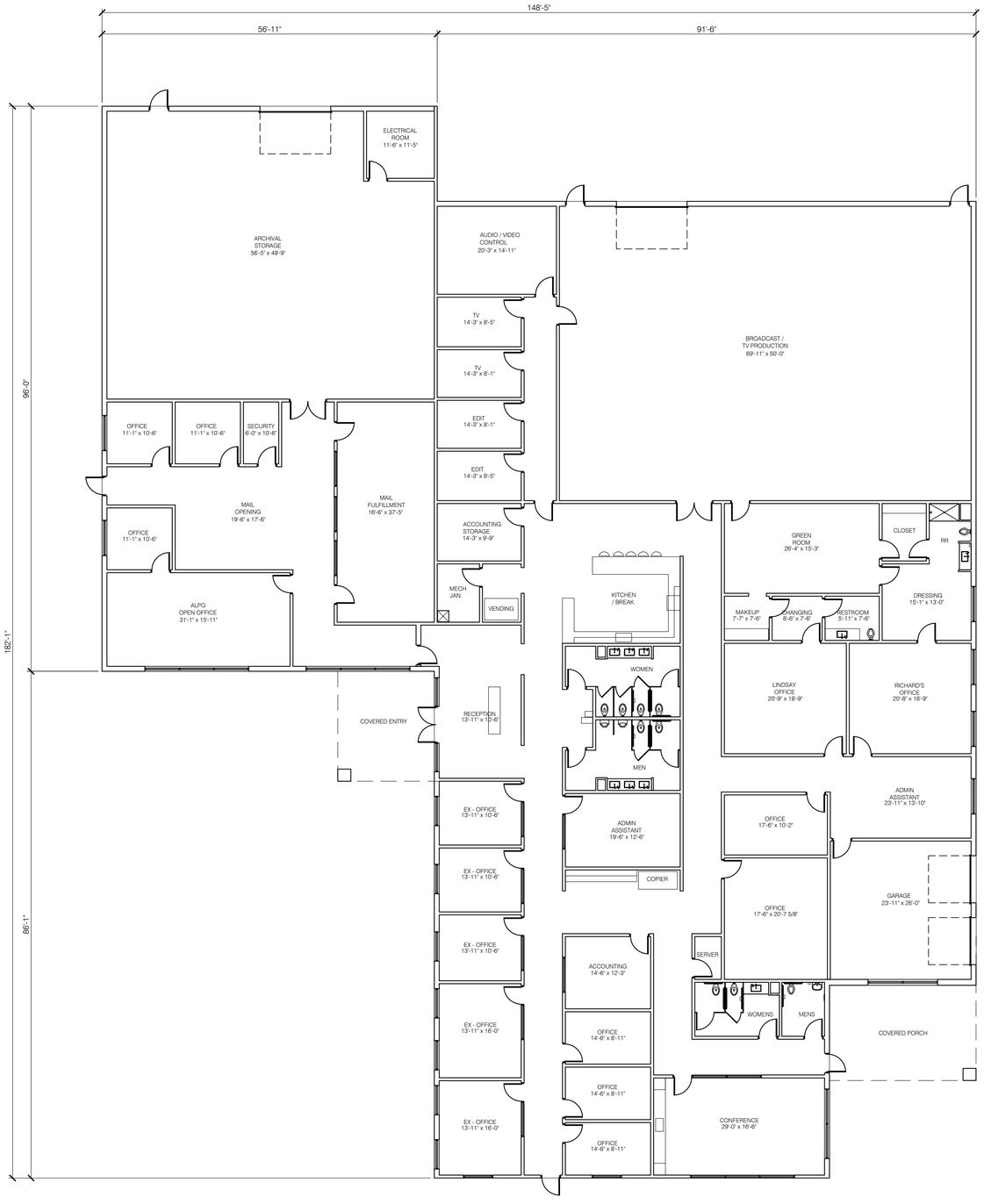
17.5' SETBACK

657.00' PROPERTY LINE

PARKING REQUIREMENTS:
1/300= 67 REQUIRED -
68 PROVIDED

NORTH

1
AS100
SITE PLAN
SCALE: 1:20



ROBERTS STUDIO 19,730 sq ft.

SCALE: 3/32" = 1'-0"

CONSTRUCTION

CONSTRUCTION

CONSTRUCTION

CONSTRUCTION

City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

STAFF REPORT

To: City of Bixby, Planning Commission

From: Carolyn Back, Development Services Director/City Planner
Donna Crawford, Assistant Planner

Date: Monday, November 15, 2021

Name: Cox Nursing Home

RE: **Rezone (BXZO-21.11)**: 7.2227 Acres (+/-) from Agriculture (AG) to Commercial Shopping (CS)

Preliminary and Final Plat (BXPT-21.15): 10.8511 Acres (+/-) Requested for the nursing home site.

Approvals: 5.24.21 **Rezone** for Nursing Home site (BXZO-21.05)

Location: **Commercial Rezone Site:** SE/corner of South Memorial Drive and East 126th Street South

Preliminary and Final Plat Site: Located approximately 610 ft. east of South Memorial Drive and 165 ft. south of East 126th Street with frontage on South 85th East Avenue in Bixby, OK.

STR: Section 1, Township 17N, Range 13E
Applicant: TEP - Tulsa Engineering and Planning

STAFF REVIEW

The applicant has submitted one (1) Rezone application for the Memorial facing parcel (unplatted) and one (1) Preliminary Plat and one (1) Final Plat for the Nursing Home site.

On 5.24.2021 the Specific Use Permit application for a nursing home use in the CS District went before City Council and was continued. It is slated to run with the Plats going before the City Council on 12.13.2021.

PROJECT OVERVIEW PER PLAT:

# of Acres	10.8511 (+/-)	Min Lot Width	N/A
# of Lots	1	Min Lot Size	N/A
# of Blocks	1	Min Dwelling Size	N/A
# of Phases	N/A	# of Reserve Areas	N/A

EXISTING ZONING; USE:
Commercial Shopping (CS); Vacant Commercial Land

SURROUNDING ZONING; USES:
North: Residential Single-Family (R.S.-1); Southern Memorial Acres No 2 Subdivision
East: PUD-57 (Residential Single-Family - R.S.-4); Bixby Landing Subdivision
South: Agriculture (A.G.); Fry Ditch
West: Agriculture (A.G.); Vacant Land

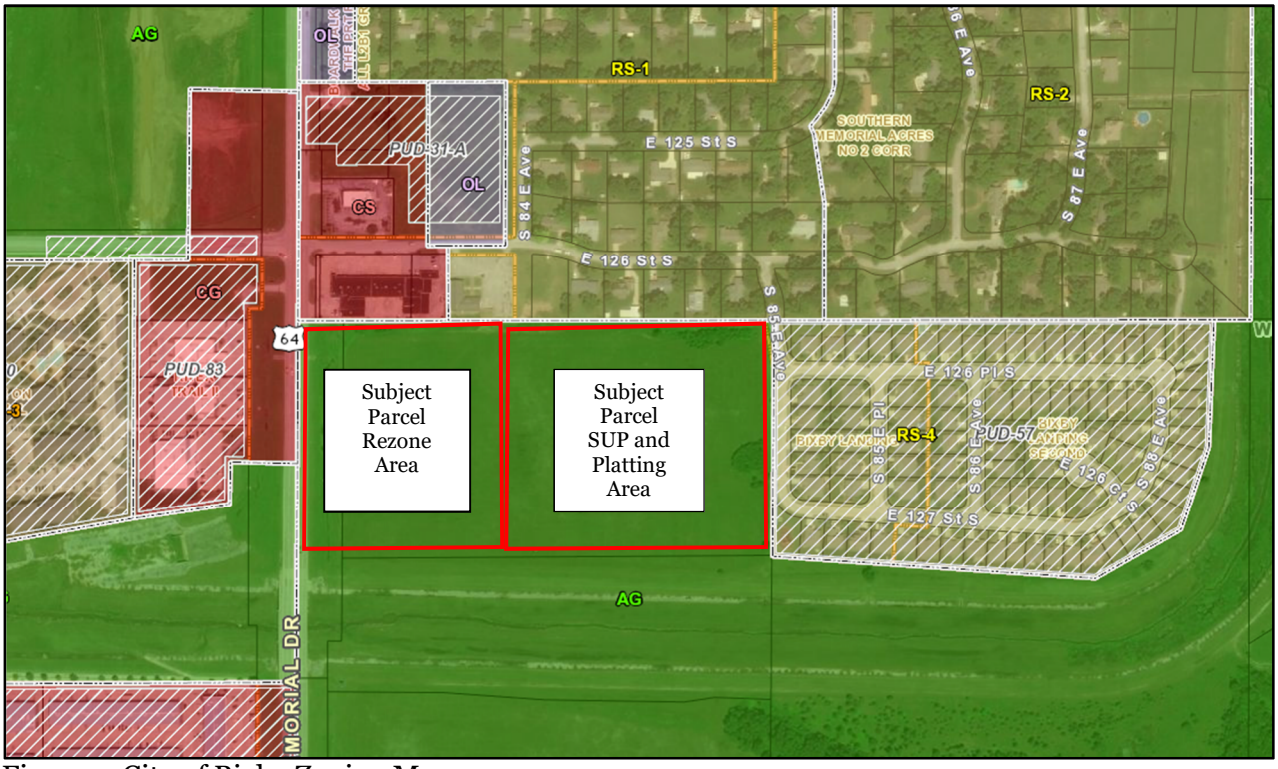


Figure 1: City of Bixby Zoning Map

PROPOSED REZONE AREA (MEMORIAL FACING):

The proposed rezone area, depicted in the figure above, shows the subject rezone area outlined in red for the Memorial facing parcel. The nursing home site rezone was approved 05.24.2021.

A Planned Unit Development (PUD) will be required at a later date for the Corridor Appearance District when making application for future development.

NURSING HOME FACILITY:

A nursing home facility is an allowed use with a Specific Use Permit in the Commercial Shopping zoning district. This is a nice transitional use between the existing single-family uses and the anticipated future commercial uses that will front onto South Memorial Drive.

Staff believes this proposed nursing home use would be an excellent buffer between the existing single-family uses and the predicted commercial uses that will eventually front onto Memorial Drive.

PUBLIC COMMENTS FROM 5.24.2021:

A few public comments were received voicing concerns about traffic impacts. The applicant was informed and they chose to redesign the site and eliminate one driveway to help address the neighbors' concerns and yet still meet fire department ingress and egress requirements.

The applicant stated the nursing home use would be less impactful than most other uses that could be built on this piece of land when zoned commercial.

No new comments were received.

STAFF COMMENTS:

The Planning Commission may make recommendation for approval, approval with conditions, or denial of the requested Rezone and Specific Use Permit to the City Council.

1. Staff recommends Planning Commission make a recommendation to the City Council for approval of the Rezone, Preliminary Plat, and Final Plat.

FIGURES:
Figure 1: City of Bixby Zoning Map

ATTACHMENTS:
Attachment 1: Preliminary Plat
Attachment 2: Final Plat

Preliminary Plat

Cox Nursing Facility

A subdivision in the City of Bixby, being a part of the NW/4 of the SW/4 of Section 1, Township 17 North, Range 13 East, Tulsa County, State of Oklahoma

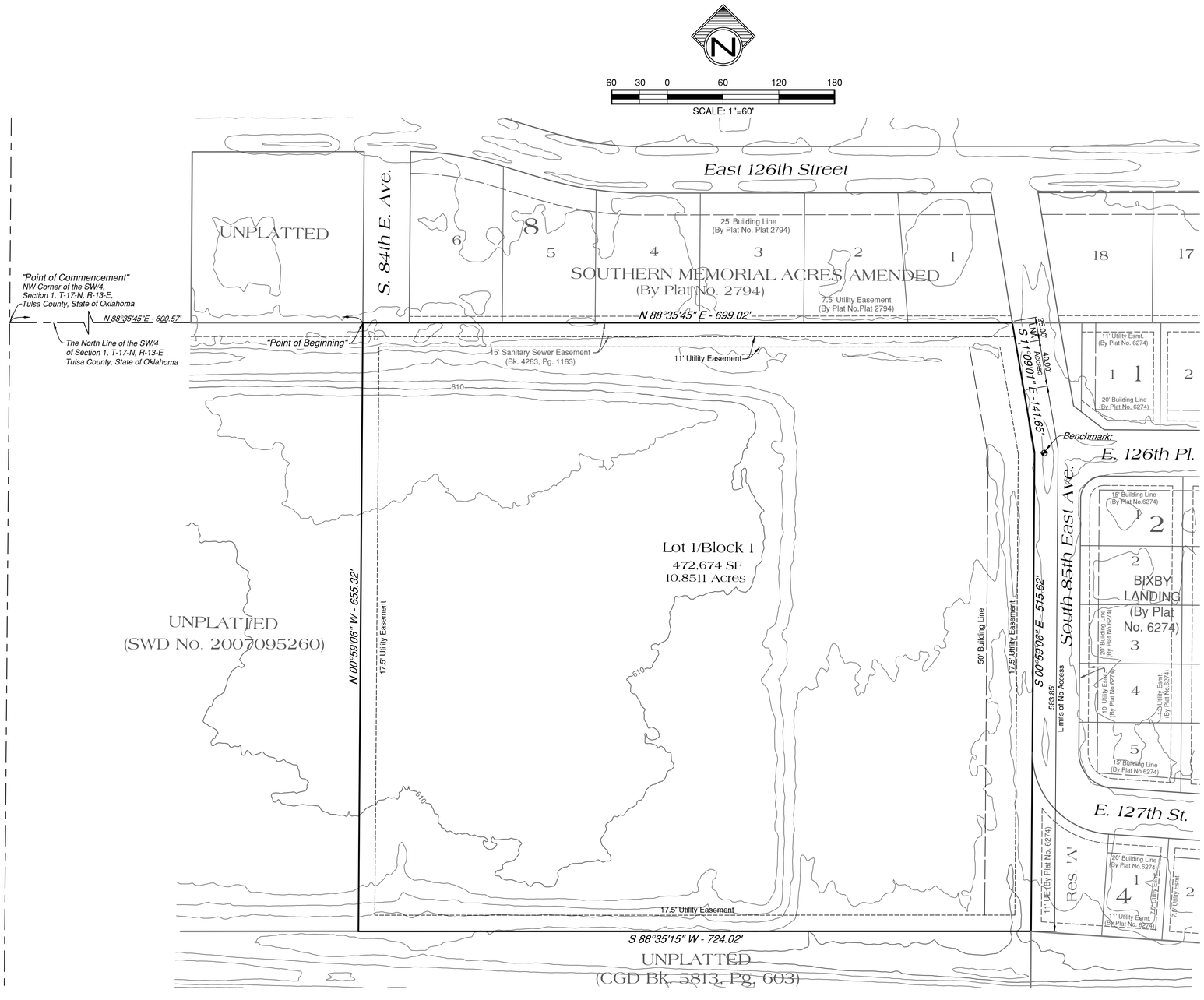
OWNER / DEVELOPER

BPP Memorial, L.L.C.
an Oklahoma Limited Liability Company
11801 South Sandusky Avenue
Tulsa, OK 74137
918.232.0305

ENGINEER / SURVEYOR

Tulsa Engineering &
Planning Associates, Inc.
an Oklahoma corporation
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2023



Location Map

R-13-E

Section 1

Tulsa County

1 Lot - 10.8511 Acres

Legend

Esmt. = Easement ODE = Overland Drainage Easement

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this plat are based on an assumed bearing of S 00°03'00"E along the East line of the SW/4 of Section 34, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

Benchmark

A MAG nail on top of curb 15' west of the center of the intersection of South 85th East Avenue and East 126th Place South.
Elevation = 606.12 Vertical Datum: NAVD88(GEOID 12B)

Addresses

Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of the legal description.

Backflow Preventer Valve

If the actual finished floor elevation is lower than one (1) foot above the upstream sanitary sewer manhole top of rim elevation, it shall be the builder's responsibility to install a backflow preventer valve near the building. The builder is responsible to comply with all city ordinances regarding the installation of any required backflow preventer valve.

G:\21-012\Final\21-012 Revised Preliminary Plat.dwg, 11/03/2021 - 3:02 PM

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
COX NURSING FACILITY

KNOW ALL MEN BY THESE PRESENTS:

THAT BPP Memorial, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as the "Owner/Developer" is the owner of the following described real estate situated in the City of Bixby, Tulsa County, State of Oklahoma, to wit:

A tract of land contained within the Northwest Quarter (NW/4) of the Southwest Quarter (SW/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, being more particularly described as follows:

Beginning at the Northwest corner of said (SW/4);

Thence N 88°35'45" E, on a westerly extension of and along the monumented southerly line of Southern Memorial Acres Amended, Plat No. 2794, and the monumented northerly line of Bixby Landing, Plat No. 6274 and Bixby Landing II, Plat No. 6483, said Plats filed in the office of the Tulsa County Clerk, a distance of 600.57 feet to the "Point of Beginning", said point being at the southwest corner of South 84th East Avenue Right-of-Way;

Thence continuing N 88°35'45" E, along said monumented line, a distance of 699.02 feet to the Northwest corner of said Bixby Landing;

Thence S 11°09'01" E, along the westerly line of said Bixby Landing, a distance of 141.65 feet to a point on the easterly line of said NW/4 of the SW/4;

Thence S 00°59'06" E, along said westerly line and said easterly line a distance of 515.62 feet a point, said point being the Southeast corner of Special Warranty Deed, Document No. 2007095260, and the northeast corner of Corrected General Warranty Deed, Book 5813, Page 603, said Deeds being filed in the office of the Tulsa County Clerk;

Thence S 88°35'18" W, along the southerly line of said Document No. 2007095260 and the northerly line of said General Warranty Deed, a distance of 724.02 feet;

Thence N 00°59'06" W, parallel the easterly line of said NW/4 of the SW/4 a distance of 655.32 feet to the "Point of Beginning".

Said tract contains 472,674 square feet or 10.8511 acres.

The non-astronomical basis of bearings contained herein are based upon the west line of the Southwest Quarter (SW/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, as being N 00°56'28" W.

Owner/Developer has caused the above described lands to be surveyed, staked, platted and subdivided into one (1) lot and one (1) block in conformity with the accompanying plat, and has designated the subdivision as "BIXBY NURSING FACILITY", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma.

SECTION I. EASEMENTS AND UTILITIES

1.1 General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including 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/Developer 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 re-laying over, across and along the public street and 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/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Bixby, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Street light poles or standards shall be served by underground cable. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the street as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

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

1.2.3. Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 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 their 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 supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground electric facilities located on their property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or their agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water mains located on their lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, their agents or contractors.

1.3.4 The City of Bixby, Oklahoma, or its successors, shall at all times have right of access to all easementways 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 facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Bixby, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. The lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

1.5 Paving and Landscaping Within Easements

The owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Bixby or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.6 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South 85th East Avenue within the bounds designated as "Limits of No Access" (L.N.A.) on the 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, 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, Oklahoma.

1.7 Maintenance and Repairs of Private Sanitary and Storm Sewers

1.7.1 All maintenance and repairs of any private sanitary and storm sewers constructed within any lot or reserve will be the responsibility of the Property Owner.

1.7.2 All costs and expenses associated with the maintenance and repair of any private sanitary and storm sewers will be the responsibility of the Property Owner. In the event the Property Owner should fail to properly maintain the private sanitary and storm sewers located thereon, the "City" may enter the lot or reserve and perform maintenance necessary to the achievement of the intended sanitary sewer and drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the Property Owner. In the event the Property Owner fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the "City" may file of record a copy of the statement of costs and thereafter the costs shall be a lien against the Property Owner. A lien established as above provided may be judicially foreclosed.

SECTION II.
ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

2.1 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. 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. In any judicial action brought by an owner of a part of the land within "BIXBY NURSING FACILITY" which action seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breech thereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs and expenses incurred in such action.

2.2 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.

2.3 Amendment

The covenants contained within Section I. 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 Bixby Planning Commission, or its successors and the City of Bixby, Oklahoma. 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.

2.4 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: BPP Memorial, L.L.C., and Oklahoma Limited Liability Company, has executed this instrument this _____ day of _____, 2021.

BPP Memorial, L.L.C.
an Oklahoma Limited Liability Company

_____
Steve Cox,
Manager

State of Oklahoma)
) ss
County of Tulsa)

This instrument was acknowledged before me this _____ day of _____ , 2021, by Steve Cox, Manager of BPP Memorial L.L.C., an Oklahoma Limited Liability Company.

_____
Notary Public
My commission No. is _____
My commission expires _____

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "BIXBY NURSING FACILITY", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this _____ day of _____, 2021.

_____
Bobby D. Long
Registered Professional Land Surveyor
Oklahoma No. 1886

State of Oklahoma)
) s.s.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this _____ day of _____, 2021, by Bobby D. Long.

_
_____
Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2024

Final Plat

Cox Nursing Facility

A subdivision in the City of Bixby, being a part of the NW/4 of the SW/4 of Section 1, Township 17 North, Range 13 East, Tulsa County, State of Oklahoma

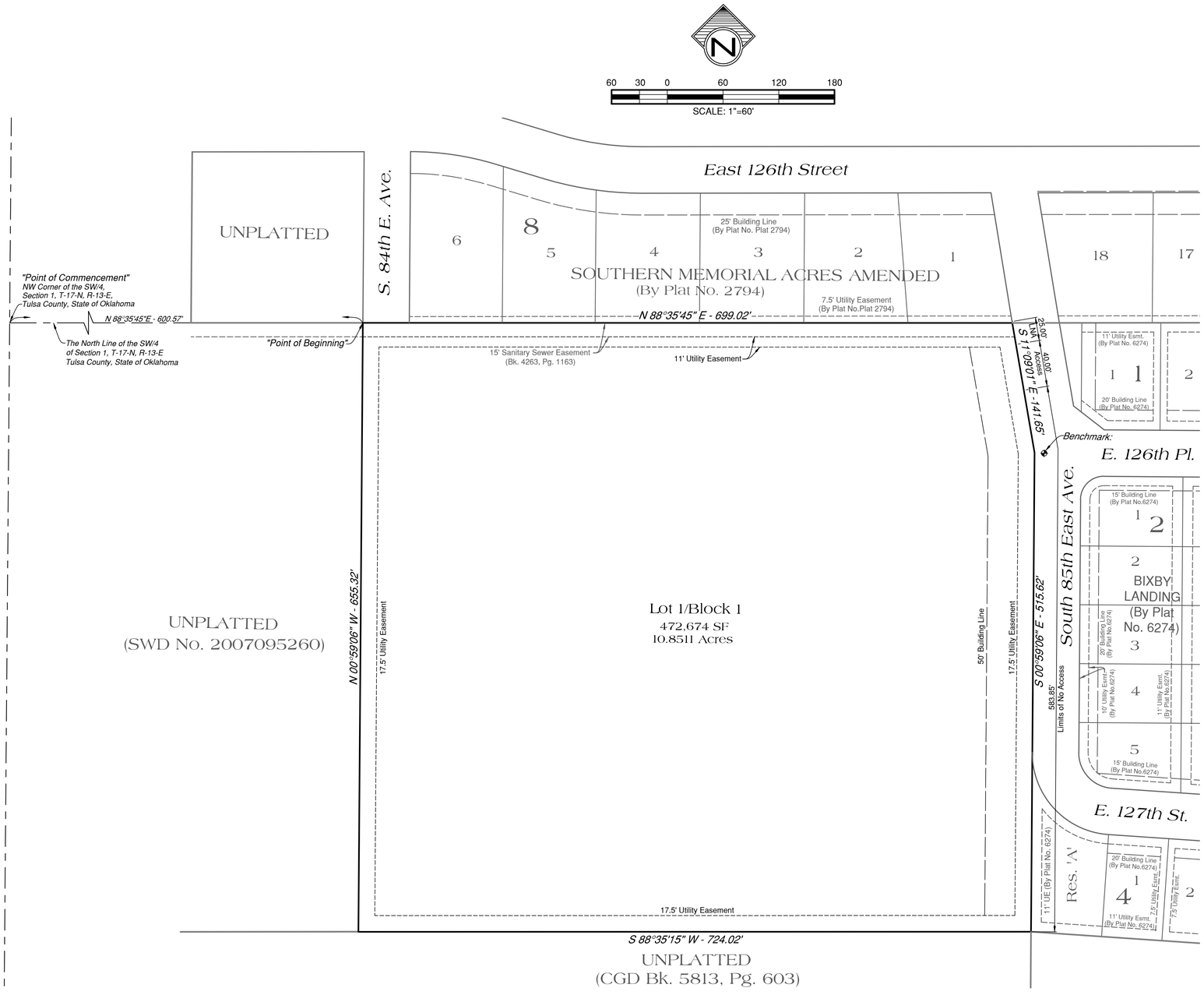
OWNER / DEVELOPER

BPP Memorial, L.L.C.
an Oklahoma Limited Liability Company
11801 South Sandusky Avenue
Tulsa, OK 74137
918.232.0305

ENGINEER / SURVEYOR

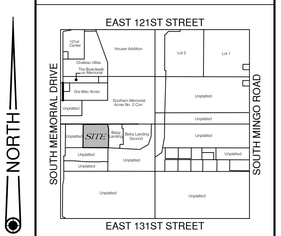
Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2023



Location Map

R-13-E



NORTH

T 17 N

Section 1

Tulsa County

1 Lot - 10.8511 Acres

Legend

Esmt. = Easement ODE = Overland Drainage Easement

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this plat are based on an assumed bearing of S 00°03'00"E along the East line of the SW/4 of Section 34, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

Benchmark

A MAG nail on top of curb 15' west of the center of the intersection of South 85th East Avenue and East 126th Place South.
Elevation = 606.12 Vertical Datum: NAVD88(GEOID 12B)

Addresses

Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of the legal description.

Backflow Preventer Valve

If the actual finished floor elevation is lower than one (1) foot above the upstream sanitary sewer manhole top of rim elevation, it shall be the builder's responsibility to install a backflow preventer valve near the building. The builder is responsible to comply with all city ordinances regarding the installation of any required backflow preventer valve.

G:\21-012\Final\21-012 Revised Final Plat.dwg, 11/03/2021 - 3:03 PM

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
COX NURSING FACILITY

KNOW ALL MEN BY THESE PRESENTS:

THAT BPP Memorial, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as the "Owner/Developer" is the owner of the following described real estate situated in the City of Bixby, Tulsa County, State of Oklahoma, to wit:

A tract of land contained within the Northwest Quarter (NW/4) of the Southwest Quarter (SW/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, being more particularly described as follows:

Beginning at the Northwest corner of said (SW/4);

Thence N 88°35'45" E, on a westerly extension of and along the monumented southerly line of Southern Memorial Acres Amended, Plat No. 2794, and the monumented northerly line of Bixby Landing, Plat No. 6274 and Bixby Landing II, Plat No. 6483, said Plats filed in the office of the Tulsa County Clerk, a distance of 600.57 feet to the "Point of Beginning", said point being at the southwest corner of South 84th East Avenue Right-of-Way;

Thence continuing N 88°35'45" E, along said monumented line, a distance of 699.02 feet to the Northwest corner of said Bixby Landing;

Thence S 11°09'01" E, along the westerly line of said Bixby Landing, a distance of 141.65 feet to a point on the easterly line of said NW/4 of the SW/4;

Thence S 00°59'06" E, along said westerly line and said easterly line a distance of 515.62 feet a point, said point being the Southeast corner of Special Warranty Deed, Document No. 2007095260, and the northeast corner of Corrected General Warranty Deed, Book 5813, Page 603, said Deeds being filed in the office of the Tulsa County Clerk;

Thence S 88°35'18" W, along the southerly line of said Document No. 2007095260 and the northerly line of said General Warranty Deed, a distance of 724.02 feet;

Thence N 00°59'06" W, parallel the easterly line of said NW/4 of the SW/4 a distance of 655.32 feet to the "Point of Beginning".

Said tract contains 472,674 square feet or 10.8511 acres.

The non-astronomical basis of bearings contained herein are based upon the west line of the Southwest Quarter (SW/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, as being N 00°56'28" W.

Owner/Developer has caused the above described lands to be surveyed, staked, platted and subdivided into one (1) lot and one (1) block in conformity with the accompanying plat, and has designated the subdivision as "BIXBY NURSING FACILITY", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma.

SECTION I. EASEMENTS AND UTILITIES

1.1 General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including 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/Developer 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 re-laying over, across and along the public street and 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/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Bixby, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Street light poles or standards shall be served by underground cable. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the street as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

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

1.2.3. Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 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 their 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 supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground electric facilities located on their property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or their agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water mains located on their lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, their agents or contractors.

1.3.4 The City of Bixby, Oklahoma, or its successors, shall at all times have right of access to all easementways 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 facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Bixby, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. The lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

1.5 Paving and Landscaping Within Easements

The owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Bixby or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.6 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South 85th East Avenue within the bounds designated as "Limits of No Access" (L.N.A.) on the 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, 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, Oklahoma.

1.7 Maintenance and Repairs of Private Sanitary and Storm Sewers

1.7.1 All maintenance and repairs of any private sanitary and storm sewers constructed within any lot or reserve will be the responsibility of the Property Owner.

1.7.2 All costs and expenses associated with the maintenance and repair of any private sanitary and storm sewers will be the responsibility of the Property Owner. In the event the Property Owner should fail to properly maintain the private sanitary and storm sewers located thereon, the "City" may enter the lot or reserve and perform maintenance necessary to the achievement of the intended sanitary sewer and drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the Property Owner. In the event the Property Owner fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the "City" may file of record a copy of the statement of costs and thereafter the costs shall be a lien against the Property Owner. A lien established as above provided may be judicially foreclosed.

SECTION II.
ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

2.1 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. 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. In any judicial action brought by an owner of a part of the land within "BIXBY NURSING FACILITY" which action seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breech thereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs and expenses incurred in such action.

2.2 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.

2.3 Amendment

The covenants contained within Section I. 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 Bixby Planning Commission, or its successors and the City of Bixby, Oklahoma. 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.

2.4 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: BPP Memorial, L.L.C., and Oklahoma Limited Liability Company, has executed this instrument this _____ day of _____, 2021.

BPP Memorial, L.L.C.
an Oklahoma Limited Liability Company

_____
Steve Cox,
Manager

State of Oklahoma)
) ss
County of Tulsa)

This instrument was acknowledged before me this _____ day of _____ , 2021, by Steve Cox, Manager of BPP Memorial L.L.C., an Oklahoma Limited Liability Company.

_____
Notary Public
My commission No. is _____
My commission expires _____

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "BIXBY NURSING FACILITY", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this _____ day of _____, 2021.

_____
Bobby D. Long
Registered Professional Land Surveyor
Oklahoma No. 1886

State of Oklahoma)
) s.s.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this _____ day of _____, 2021, by Bobby D. Long.

_
_____
Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2024

CITY OF BIXBY
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

STAFF REPORT

To: City of Bixby, Planning Commission

From: Carolyn Back, Development Services Director/City Planner
Donna Crawford, Assistant City Planner

Date: Monday, November 15, 2021

Name: Robinson Ranch III Preliminary Plat

RE: **Phase 3 Final Plat** (BXPT-18.06) Robinson Ranch III

Approvals:

4.24.2017	**PUD** (BXPUD-16.05) Prairie Ranch South Bixby (Robinson Ranch)
10.22.2018	**Preliminary Plat** (BXPT-18.06) Robinson Ranch
01.13.2020	**Phase 1 Final Plat** (BXPT-18.06) Robinson Ranch I
01.11.2021	**Phase 2 Final Plat** (BXPT-18.06) Robinson Ranch II

Location: PART OF THE NW/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

STR: Section 25, Township 17N, Range 13E

Applicant: Tanner Consulting, LLC – Erik Enyart

STAFF REVIEW

Project Overview per Plat:

# of Acres	33.04 (+/-)	Min Lot Width	60 ft.
# of Lots	132	Min Lot Size	6600 SF
# of Blocks	7	Min Dwelling Size	1175 Sf
# of Phases	3 of 10	# of Reserve Areas	3

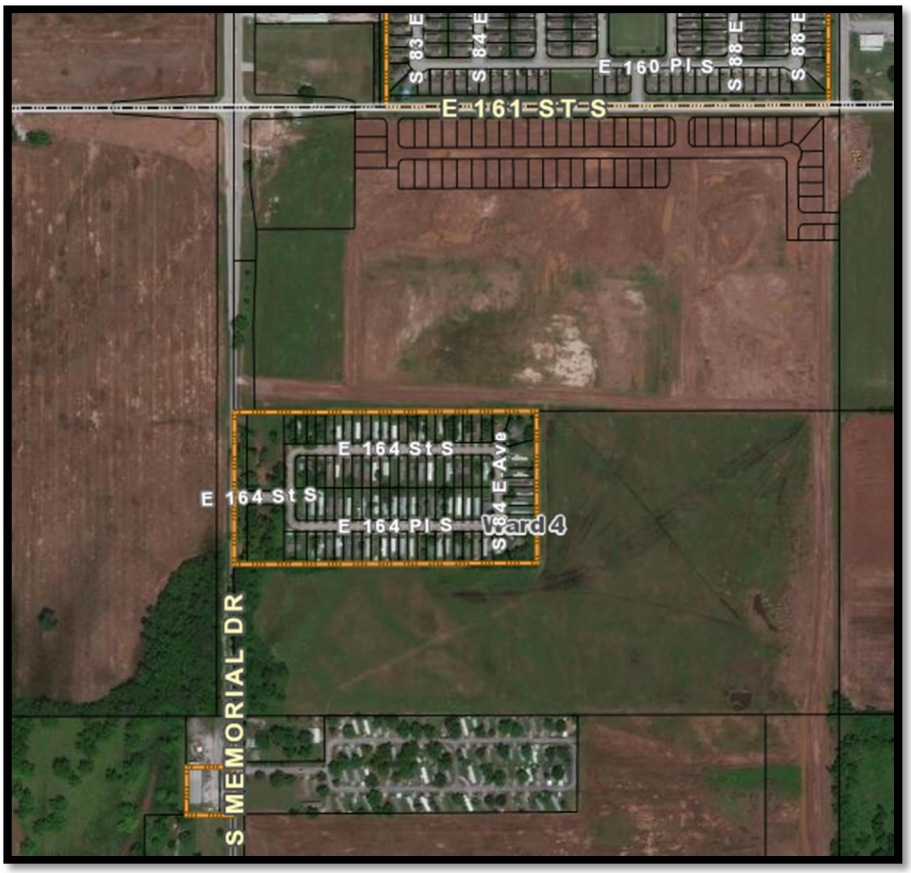


Figure 1: City of Bixby Zoning Map

UTILITIES/SITE AREA:
The commercial development will be served by City of Bixby: Water, Sanitary Sewer, and Storm Sewer. All franchise utility providers were notified through a Technical Advisory Committee meeting.

PHASING:
This is the third phase in a proposed series of ten phases for the Robinson Ranch Development.

Phasing (per PUD-16.05)

Development will commence upon approval of the PUD, preliminary plat and construction plans, in accordance with City regulations. The development of each phase is subject to changes in market conditions, but will generally follow the schedule outlined below:
Phase 1: 2018
Phase 2: 2019
Phase 3: 2020
Phase 4: 2021
Phase 5: 2022
Phase 6: 2023

Phase 7: 2024
Phase 8: 2025
Phase 9: 2026
Phase 10: 2027

The commercial area will likely be developed during one the above phasing schedules. However, market conditions could expedite development or result in the commercial area being developed lot by lot, by individual developers.

PUBLIC COMMENTS:
No comments have been received at time of this staff report being written.

STAFF COMMENTS:

1. Staff supports Planning Commission recommendation for approval of the Robinson Ranch III Final Plat

ATTACHMENTS:
Attachment 1: Final Plat Robinson Ranch III dated 09.08.2021
Attachment 2: Conceptual Phasing from PUD-18.06

Final Plat

BXPUD-16.05

Robinson Ranch III

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

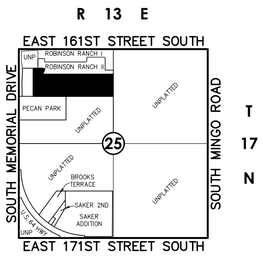
LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
ITB	INITIAL TANGENT BEARING
ODE	OVERLAND DRAINAGE EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
○	FOUND MONUMENT (SEE NOTE #2)
●	SET MONUMENT

SUBDIVISION CONTAINS:

ONE HUNDRED THIRTY-TWO (132) LOTS
IN SEVEN (7) BLOCKS
WITH THREE(3) RESERVE AREAS

GROSS SUBDIVISION AREA: 33.04 ACRES



Location Map
Scale: 1"= 2000'
NORTH

NORTH
0 50 100 150
Scale: 1"= 100'
Tanner Consulting

OWNER:
Tulsa L Dev., LLC
CONTACT: DEREK KENNEDY
EMAIL: DEREK.KENNEDY@RAUSCHCOLEMAN.COM
4058 North College
Suite 300 Box 9
Fayetteville, Arkansas 72703
Phone: (479) 455-9090

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2023
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

Lot Information Table

AREA LABEL	AREA (SF)	ADDRESS
BLOCK 1 LOT 01	10836	0000
BLOCK 1 LOT 02	12524	0000
BLOCK 1 LOT 03	14193	0000
BLOCK 1 LOT 04	9299	0000
BLOCK 1 LOT 05	8556	0000
BLOCK 1 LOT 06	8450	0000
BLOCK 1 LOT 07	8450	0000
BLOCK 1 LOT 08	8450	0000
BLOCK 1 LOT 09	8450	0000
BLOCK 1 LOT 10	9607	0000
BLOCK 1 LOT 11	14906	0000
BLOCK 1 LOT 12	8020	0000
BLOCK 1 LOT 13	8565	0000
BLOCK 1 LOT 14	7987	0000
BLOCK 1 LOT 15	8588	0000
BLOCK 1 LOT 16	8575	0000
BLOCK 1 LOT 17	7950	0000
BLOCK 1 LOT 18	7328	0000
BLOCK 1 LOT 19	7318	0000
BLOCK 1 LOT 20	7309	0000
BLOCK 1 LOT 21	7299	0000
BLOCK 1 LOT 22	7896	0000
BLOCK 1 LOT 23	7884	0000

AREA LABEL	AREA (SF)	ADDRESS
BLOCK 1 LOT 24	7267	0000
BLOCK 1 LOT 25	7258	0000
BLOCK 1 LOT 26	7248	0000
BLOCK 1 LOT 27	7238	0000
BLOCK 1 LOT 28	7830	0000
BLOCK 1 LOT 29	7818	0000
BLOCK 1 LOT 30	7207	0000
BLOCK 1 LOT 31	7197	0000
BLOCK 1 LOT 32	8278	0000
BLOCK 2 LOT 01	8365	0000
BLOCK 2 LOT 02	7170	0000
BLOCK 2 LOT 03	7768	0000
BLOCK 2 LOT 04	7768	0000
BLOCK 2 LOT 05	7170	0000
BLOCK 2 LOT 06	7170	0000
BLOCK 2 LOT 07	7170	0000
BLOCK 2 LOT 08	7768	0000
BLOCK 2 LOT 09	7768	0000
BLOCK 2 LOT 10	7768	0000
BLOCK 2 LOT 11	7170	0000
BLOCK 2 LOT 12	7170	0000
BLOCK 2 LOT 13	7170	0000
BLOCK 2 LOT 14	7170	0000
BLOCK 2 LOT 15	7768	0000
BLOCK 2 LOT 16	7768	0000
BLOCK 2 LOT 17	7170	0000
BLOCK 2 LOT 18	7170	0000
BLOCK 2 LOT 19	8231	0000

AREA LABEL	AREA (SF)	ADDRESS
BLOCK 3 LOT 01	10160	0000
BLOCK 3 LOT 02	8890	0000
BLOCK 3 LOT 03	8255	0000
BLOCK 3 LOT 04	8890	0000
BLOCK 3 LOT 05	8255	0000
BLOCK 3 LOT 06	7620	0000
BLOCK 3 LOT 07	7620	0000
BLOCK 3 LOT 08	7620	0000
BLOCK 3 LOT 09	7620	0000
BLOCK 3 LOT 10	7620	0000
BLOCK 3 LOT 11	7620	0000
BLOCK 3 LOT 12	8255	0000
BLOCK 3 LOT 13	8890	0000
BLOCK 3 LOT 14	8255	0000
BLOCK 3 LOT 15	8890	0000
BLOCK 3 LOT 16	10160	0000
BLOCK 4 LOT 01	8756	0000
BLOCK 4 LOT 02	7620	0000
BLOCK 4 LOT 03	7620	0000
BLOCK 4 LOT 04	8255	0000
BLOCK 4 LOT 05	8255	0000
BLOCK 4 LOT 06	7620	0000
BLOCK 4 LOT 07	7620	0000
BLOCK 4 LOT 08	7620	0000
BLOCK 4 LOT 09	7620	0000
BLOCK 4 LOT 10	8255	0000
BLOCK 4 LOT 11	8255	0000
BLOCK 4 LOT 12	7620	0000

AREA LABEL	AREA (SF)	ADDRESS
BLOCK 4 LOT 13	7620	0000
BLOCK 4 LOT 14	7620	0000
BLOCK 4 LOT 15	7620	0000
BLOCK 4 LOT 16	8255	0000
BLOCK 4 LOT 17	8255	0000
BLOCK 4 LOT 18	7620	0000
BLOCK 4 LOT 19	7620	0000
BLOCK 4 LOT 20	8756	0000
BLOCK 5 LOT 01	6600	0000
BLOCK 5 LOT 02	6600	0000
BLOCK 5 LOT 03	6600	0000
BLOCK 5 LOT 04	6600	0000
BLOCK 5 LOT 05	6600	0000
BLOCK 5 LOT 06	6600	0000
BLOCK 5 LOT 07	6851	0000
BLOCK 5 LOT 08	6851	0000
BLOCK 5 LOT 09	6600	0000
BLOCK 5 LOT 10	6600	0000
BLOCK 5 LOT 11	6600	0000
BLOCK 5 LOT 12	6600	0000
BLOCK 5 LOT 13	6600	0000
BLOCK 5 LOT 14	6600	0000
BLOCK 6 LOT 01	6675	0000
BLOCK 6 LOT 02	6684	0000
BLOCK 6 LOT 03	6693	0000
BLOCK 6 LOT 04	6702	0000
BLOCK 6 LOT 05	6711	0000
BLOCK 6 LOT 06	6720	0000

AREA LABEL	AREA (SF)	ADDRESS
BLOCK 6 LOT 07	6987	0000
BLOCK 6 LOT 08	6851	0000
BLOCK 6 LOT 09	6600	0000
BLOCK 6 LOT 10	6600	0000
BLOCK 6 LOT 11	6600	0000
BLOCK 6 LOT 12	6600	0000
BLOCK 6 LOT 13	6600	0000
BLOCK 6 LOT 14	6600	0000
BLOCK 7 LOT 01	7150	0000
BLOCK 7 LOT 02	6600	0000
BLOCK 7 LOT 03	6769	0000
BLOCK 7 LOT 04	6600	0000
BLOCK 7 LOT 05	7150	0000
BLOCK 7 LOT 06	7150	0000
BLOCK 7 LOT 07	7273	0000
BLOCK 7 LOT 08	9379	0000
BLOCK 7 LOT 09	9665	0000
BLOCK 7 LOT 10	7057	0000
BLOCK 7 LOT 11	7102	0000
BLOCK 7 LOT 12	8002	0000
BLOCK 7 LOT 13	7955	0000
BLOCK 7 LOT 14	7134	0000
BLOCK 7 LOT 15	7144	0000
BLOCK 7 LOT 16	7154	0000
BLOCK 7 LOT 17	8256	0000
RESERVE A	96312	0000
RESERVE B	31750	0000
RESERVE C	7703	0000

DATE OF PREPARATION: September 8, 2021

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	121.61'	200.00'	34°50'23"	N16°19'43"E	119.75'
2	207.66'	250.00'	47°35'32"	N28°15'13"E	201.74'
3	35.38'	25.00'	81°04'34"	N74°17'11"E	32.50'
4	131.67'	50.00'	150°53'01"	N39°22'58"E	96.79'
5	25.49'	25.00'	58°24'43"	N6°51'11"W	24.40'
6	66.52'	100.00'	38°06'38"	N32°59'41"E	65.30'
7	61.39'	150.00'	23°27'02"	N10°37'39"E	60.97'
8	45.83'	25.00'	105°01'49"	N38°34'33"W	39.68'
9	39.27'	25.00'	90°00'00"	N43°54'32"E	35.36'
10	16.09'	25.00'	36°52'12"	N17°20'38"E	15.81'
11	142.89'	50.00'	163°44'23"	N46°05'28"W	98.99'
12	16.09'	25.00'	36°52'12"	N70°28'26"E	15.81'
13	39.27'	25.00'	90°00'00"	N46°05'28"W	35.36'
14	39.20'	25.00'	89°50'34"	N46°10'11"W	35.31'
15	39.34'	25.00'	90°09'26"	N43°49'49"E	35.40'
16	16.09'	25.00'	36°52'12"	N72°39'22"W	15.81'
17	143.02'	50.00'	163°53'01"	N43°50'13"E	99.01'
18	16.09'	25.00'	36°52'12"	N19°40'11"W	15.81'
19	39.33'	25.00'	90°08'37"	N43°50'13"E	35.40'

Notes:

1. 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.
2. ALL PROPERTY CORNERS ARE SET OR FOUND 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
3. 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) CHISELED 'X' FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF OF SECTION 25;
   (b) ODOT BRASS CAP FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25;
   THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°54'32" EAST.
4. ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH 83RD EAST AVENUE, EAST 161ST PLACE SOUTH, AND SOUTH 88TH EAST AVENUE, ALL BEING PUBLIC STREETS.
6. ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.
7. FEMA FLOODPLAIN REMOVED PER LOMR CASE NO: 21-06-2680A DATED AUGUST 10, 2021.

Final Plat

BXPUD-16.05

Robinson Ranch III

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25)
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 and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

THAT TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER" AND/OR "DECLARANT," IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID NW/4, SAID POINT BEING THE SOUTHEAST CORNER OF RESERVE 'A', "ROBINSON RANCH II", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6959);

THENCE SOUTH 1°14'05" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 616.60 FEET; THENCE SOUTH 88°45'06" WEST FOR A DISTANCE OF 2243.78 FEET; THENCE NORTH 1°05'28" WEST FOR A DISTANCE OF 788.05 FEET; THENCE NORTH 88°51'49" EAST TO AND ALONG THE SOUTH LINE OF LOT FOUR (4), BLOCK ONE (1) OF SAID SUBDIVISION, FOR A DISTANCE OF 270.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 64°45'12" EAST AND ALONG THE SOUTH LINE OF SAID SUBDIVISION, FOR A DISTANCE OF 54.48 FEET TO A POINT, SAID POINT BEING THE NORTHERLY CORNER OF RESERVE 'F' OF THE SUBDIVISION; THENCE SOUTHWESTERLY ALONG A 250.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 4°27'27" WEST, A CENTRAL ANGLE OF 36°05'05", WITH A CHORD BEARING AND DISTANCE OF SOUTH 22°29'59" WEST FOR 154.86 FEET, FOR AN ARC DISTANCE OF 157.45 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 88°54'32" EAST AND ALONG THE SOUTH LINE OF THE SUBDIVISION, FOR A DISTANCE OF 1755.32 FEET; THENCE NORTH 88°45'55" EAST AND CONTINUING ALONG SAID SOUTH LINE, FOR A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,437,949 SQUARE FEET, OR 33.011 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) CHISELED 'X' FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25;
B) ODOT BRASS CAP FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 25;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°54'32" EAST.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO ONE HUNDRED THIRTY-TWO (132) LOTS IN SEVEN (7) BLOCKS, ALONG WITH THE RESERVE AREAS, COMMON AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY ("THE PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "ROBINSON RANCH III," A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA ("SUBDIVISION"). THE OWNER HEREBY SUBJECTS THE LAND DESCRIBED ABOVE TO THE PROVISIONS, COVENANTS AND RESTRICTIONS SET FORTH HEREIN WHICH SHALL RUN WITH THE LAND AND BE BINDING ON EVERY LOT AND RESERVE AREA AND EVERY OWNER THEREOF FOR THE PERIOD AS HEREAFTER DEFINED.

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY GRANT, DONATE, CONVEY, AND DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE 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/OR 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 VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATERLINES AND SEWERLINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT OR RESERVE AREA.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, 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 MAY INTERFERE WITH A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, 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.

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

4. THE CITY OF BIXBY, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

C. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE 17.5'-WIDE PERIMETER UTILITY EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

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

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

4. THE LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID 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. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

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

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF BIXBY OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT; PROVIDED, HOWEVER, THAT THE CITY OF BIXBY, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. RESERVE AREAS

1. RESERVES A, B, AND C, AS DEPICTED UPON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND ARE HEREBY RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS ASSOCIATION AS SET FORTH IN SECTION III. HEREIN.

2. RESERVES A, B, AND C ARE RESERVED FOR PRIVATE RECREATION AND OPEN SPACE INCLUDING, BUT NOT NECESSARILY LIMITED TO: PRIVATE PARKS, SIDEWALKS AND TRAILS, LANDSCAPING, IRRIGATION, SIGNAGE, LIGHTING, DRAINAGE FACILITIES, RETAINING AND/OR SCREENING WALLS, FENCING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY, FOR STORMWATER DRAINAGE, AND FOR UTILITIES.

3. RESERVE A, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS AN OVERLAND DRAINAGE EASEMENT, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES, STRUCTURES, AND USES AS OUTLINED HEREINABOVE.

4. RESERVE A, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS A GENERAL UTILITY EASEMENT, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES, STRUCTURES, AND USES AS OUTLINED HEREINABOVE.

5. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS PROVIDED IN SECTION III. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. THE CITY OF BIXBY SHALL NOT BE LIABLE FOR ANY DAMAGE TO OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS FROM UTILITY OR OVERLAND DRAINAGE EASEMENT AREAS WITHIN ANY RESERVE AREA.

6. IN THE EVENT ANY RESERVE AREA OWNER FAILS TO PROPERLY MAINTAIN SUCH RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM THE NECESSARY MAINTENANCE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS SET FORTH IN SECTION III. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. IN THE EVENT THE RESERVE AREA OWNER FAILS TO TIMELY 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 COSTS, AND THEREAFTER SUCH COSTS OF MAINTENANCE SHALL BECOME A LIEN ON SUCH RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA; OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

7. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AGREES TO HOLD HARMLESS THE OWNER AND THE CITY OF BIXBY, OKLAHOMA, 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 SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT 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 ANY GUEST, VISITOR, OR INVITEE THEREOF.

F. 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 ADJACENT 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 SAID OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION F. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND THE CITY OF BIXBY, OKLAHOMA.

G. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSE OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED BY THE OWNER IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BIXBY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENT UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF BIXBY, OKLAHOMA, PROVIDED THAT, WHERE COINCIDENT WITH TRAIL EASEMENTS OR UTILITY EASEMENTS, NON-OBSTRUCTING TRAILS AND/OR NON-OBSTRUCTING ABOVE-GROUND UTILITY APPURTENANCES SHALL BE PERMITTED. ALL LANDSCAPING, EXCEPT THE PLANTING OF TURF, SHALL REQUIRE THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA.

4. DRAINAGE FACILITIES CONSTRUCTED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION, AS SET FORTH WITHIN SECTION III. HEREIN, AT ITS EXPENSE, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. CUSTOMARY GROUNDS MAINTENANCE SHALL BE PERFORMED AS PRESCRIBED BY THE CITY OF BIXBY, OKLAHOMA, OR, ABSENT SUCH PRESCRIPTIONS, IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
c. DRAINAGE FACILITIES SHALL BE KEPT FREE OF DEBRIS.
d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. IN THE EVENT THE HOME OWNERS ASSOCIATION FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE ALLOWANCE OF THE ACCUMULATION OF SILATATION, THE ALTERATION OF GRADE, OR THE GENERAL LACK OF GROUNDS MAINTENANCE THEREIN, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE HOME OWNERS ASSOCIATION. IN THE EVENT THE HOME OWNERS ASSOCIATION FAILS TO TIMELY PAY THE COST OF MAINTENANCE AFTER 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 IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST ALL OF THE LOTS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA, OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

H. PRIVATE DRAINAGE EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BIXBY, OR ITS SUCCESSORS, NON-EXCLUSIVE, PERPETUAL EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "PRIVATE DRAINAGE EASEMENT" OR "PDE" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

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

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN A PRIVATE DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT UNLESS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

4. DRAINAGE SWALES AND OTHER FACILITIES LOCATED WITHIN THE PRIVATE DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION, AS SET FORTH WITHIN SECTION III. HEREIN, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. AT A MINIMUM, CUSTOMARY GROUNDS MAINTENANCE SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
c. DRAINAGE FACILITIES SHALL BE KEPT FREE OF DEBRIS.
d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. ALL LANDSCAPING (EXCEPT THE PLANTING OF TURF) WITHIN THE PRIVATE DRAINAGE EASEMENTS SHALL REQUIRE THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA.

6. IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN A PRIVATE DRAINAGE EASEMENT, OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE ALLOWANCE OF THE ACCUMULATION OF SILATATION, THE ALTERATION OF GRADE, OR THE GENERAL LACK OF GROUNDS MAINTENANCE THEREIN, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH EASEMENT 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 FAILS TO TIMELY 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 ALL OF THE OWNERS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA, OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

7. THE COVENANTS SET FORTH IN THIS SUBSECTION H. SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

I. TRAIL EASEMENT

THE OWNER DOES HEREBY ESTABLISH, GRANT, AND DEDICATE TO THE CITY OF BIXBY, OKLAHOMA, A PERPETUAL, NON-EXCLUSIVE TRAIL EASEMENT OVER AND UPON THE AREA DESIGNATED AS "TRAIL EASEMENT" AND SHOWN ON THE ACCOMPANYING PLAT. THE TRAIL EASEMENT IS FOR THE LIMITED PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PAVED TRAILS AND ANY OTHER APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS, AND ALONG THE EASEMENT FOR THE USES AND PURPOSES AFORESAID. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER OF RESERVE A AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, THAT WITHIN THE TRAIL EASEMENT 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 AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING "ROBINSON RANCH III" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-16.05 ("PRAIRIE RANCH") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA, CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-16.05 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON DECEMBER 19, 2016, AND APPROVED BY THE BIXBY CITY COUNCIL ON APRIL 10, 2017 WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 2212) APPROVED APRIL 24, 2017, 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 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, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, ALL FUTURE LOT OWNERS, AND THE CITY OF BIXBY, OKLAHOMA, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL

1. 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-16.05, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-16.05 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE

THE DEVELOPMENT OF THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE AS SUCH PROVISIONS EXISTED ON APRIL 10, 2017.

B. DEVELOPMENT STANDARDS (BXPUD-16.05 DEVELOPMENT AREA B)

GROSS LAND AREA: 128.70 ACRES
PERMITTED USES:
USES PERMITTED AS A MATTER OF RIGHT IN THE RS ZONING DISTRICTS INCLUDING THOSE USES LISTED AS PERMISSIBLE ACCESSORY USES, AS WELL AS AREA WIDE USES BY RIGHT.
MAXIMUM NUMBER OF LOTS: 525: 379 AT 60 FEET, 87 AT 65 FEET, 59 AT 70 FEET
MINIMUM LOT WIDTH: 60 FEET
MINIMUM LOT SIZE: 6,600 SQUARE FEET
MAXIMUM BUILDING HEIGHTS: 2 STORIES AND 35 FEET
OFF-STREET PARKING AND FRONT YARD COVERAGE:
MINIMUM OF 2 PARKING ENCLOSED OFF-STREET SPACES REQUIRED PER DWELLING UNIT
MINIMUM LIVABILITY SPACE: 2,000 SQUARE FEET
MINIMUM SETBACKS:
FRONT YARD: 20 FT
REAR YARD: 20 FT
SIDE YARD ABUTTING STREET: 15 FT
SIDE YARD NOT

Final Plat

BXPUD-16.05

Robinson Ranch III

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FIVE (25)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

3. LANDSCAPING AND SCREENING

A LANDSCAPE PLAN SHALL BE SUBMITTED TO THE CITY DURING THE SITE PLAN AND PLATTING REVIEWS. THE PLANS WILL BE DESIGNED TO ENHANCE THE APPEARANCE OF BOTH THE DEVELOPMENT AND THE MEMORIAL DRIVE AND 161ST STREET CORRIDORS.

DEVELOPMENT AREA "A": THE COMMERCIAL PROPERTY SHALL BE DEVELOPED IN ACCORDANCE WITH BIXBY ZONING CODE CHAPTER 12, LANDSCAPE REQUIREMENTS AND SHALL ALSO INCLUDE A 10' LANDSCAPE AREA, WHICH EXTENDS ALONG THE ENTIRETY OF BOTH ABUTTING STREET RIGHTS-OF-WAY (MEMORIAL DRIVE AND 161ST STREET), EXCEPT AT VEHICULAR ACCESS POINTS.

DEVELOPMENT AREA "B": THE RESIDENTIAL PROPERTY SHALL BE DEVELOPED IN ACCORDANCE WITH BIXBY ZONING CODE CHAPTER 12, LANDSCAPE REQUIREMENTS, INCLUDING THE REQUIREMENT FOR A 15' LANDSCAPE BUFFER ALONG MEMORIAL DRIVE. AS INDICATED ON THE CONCEPT PUD PLAN, THE MAIN ENTRANCES INTO THE RESIDENTIAL AREA SHALL BE LANDSCAPED WITH TREES THAT MEET THE MINIMUM SIZE REQUIREMENTS OUTLINED IN CHAPTER 12. A LANDSCAPE BED SHALL ALSO BE PROVIDED IN FRONT OF ANY SUBDIVISION ENTRANCE SIGN. FURTHER, THE NEIGHBORHOOD PARKS DEPICTED IN THE CONCEPT PLAN SHALL BE INSTALLED AT THE TIME THAT ADJACENT LOTS ARE DEVELOPED AND PLATTED.

TREE PRESERVATION AND REMOVAL SHALL BE GOVERNED BY THE STANDARDS OF CHAPTER 12.

A 6-FOOT TALL WOOD-BOARD FENCE SHALL BE INSTALLED ALONG THE BOUNDARY OF ALL RESIDENTIAL LOTS WHICH ABUT THE PLANNED COMMERCIAL PROPERTY. ALONG 161ST STREET SOUTH AND MEMORIAL DRIVE MASONRY COLUMNS WILL BE ADDED EVERY 100 FEET. THIS SHALL BE COMPLETED PRIOR TO OCCUPANCY OF THE HOMES. SCREENING WITHIN THE COMMERCIAL PROPERTIES SHALL BE IN ACCORDANCE WITH CITY REGULATIONS.

4. CITY DEPARTMENT REQUIREMENTS

UNLESS SPECIFIED OTHERWISE WITHIN THE PUD DOCUMENT, THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH OTHER LOCAL, STATE AND FEDERAL REQUIREMENTS, INCLUDING THOSE OF THE FIRE DEPARTMENT AND CITY ENGINEER.

5. STREETS

STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY REGULATIONS. CONCRETE SIDEWALKS WILL BE IN PLACE ALONG 161ST STREET SOUTH AND MEMORIAL DRIVE IN ACCORDANCE WITH CITY REGULATIONS.

SECTION III. RESTRICTIVE COVENANTS

THE SUBDIVISION (AND EACH LOT SITUATED THEREIN) SHALL BE CONSTRUCTED, DEVELOPED, OCCUPIED AND USED AS FOLLOWS.

A. NO DIVISION OF LOTS

NO LOT MAY BE DIVIDED OR SPLIT.

B. RESIDENTIAL LOTS

ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY THE CITY. NO BUILDING OR STRUCTURE INTENDED FOR OR ADAPTED TO BUSINESS PURPOSES SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, INDUSTRY, BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USE HEREIN CONTAINED SHALL BE CUMULATIVE OF AND IN ADDITION TO SUCH RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE CITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.

C. RESIDENTIAL PURPOSES

BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS) COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIFICALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNER'S IMMEDIATE FAMILY MEMBERS.

D. SUBMISSION OF PLANS

IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION TWO (2) SETS OF BUILDING AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE") FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.

E. ARCHITECTURAL REQUIREMENTS

1. EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
2. NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
3. ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE GREY OR BLACK IN COLOR, PREFERABLY WEATHERWOOD. DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE ARC.

F. ADDITIONS TO EXISTING STRUCTURES

ALL ADDITIONS SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE DWELLING ON ANY LOT. ALL ADDITIONS SHALL FALL WITHIN THE BUILDING SET-BACKS ON SAID LOT AND SHALL NOT BE PLACED OVER ANY DRAINAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO APPLICABLE CITY CODES, RULES AND REGULATIONS. ANY ADDITIONS CONTEMPLATED BY THE HOME OWNER OR LOT OWNER MUST SUBMIT PLANS PRIOR TO CONSTRUCTION TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO AN EXISTING STRUCTURE.

G. GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS

ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A PRIVATE GARAGE TO ACCOMMODATE A MINIMUM OF ONE (1) AUTOMOBILE. NO CARPORTS ARE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXITING THE GARAGE. ANY DETACHED STRUCTURE TO BE BUILT ON A LOT, SUCH AS A COVERED ENTERTAINMENT AREA, GUEST HOUSE, POOL HOUSE, STORAGE BUILDING, OR OTHER STRUCTURE, SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE RESIDENTIAL DWELLING. ANY DETACHED STRUCTURE CONTEMPLATED FOR CONSTRUCTION BY ANY HOME OWNER OR LOT OWNER MUST, PRIOR TO CONSTRUCTION, SUBMIT ACCEPTABLE PLANS TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO ANY EXISTING STRUCTURE.

H. TEMPORARY STRUCTURES

NO TRAILER, MOBILE HOME, TENT, CONSTRUCTION SHACK, OR OTHER OUTBUILDING SHALL BE ERECTED ON ANY LOT IN THE SUBDIVISION EXCEPT FOR TEMPORARY USE BY CONSTRUCTION CONTRACTORS FOR A REASONABLE PERIOD OF TIME.

I. FENCES

NO FENCE SHALL BE CONSTRUCTED ON ANY SAID LOT IN THE AREA BETWEEN THE FRONT BUILDING LINE OF ANY DWELLING AND THE FRONT LOT LINE OF ANY SAID LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE SIDE SET-BACK LINE TOWARD THE STREET EXCEPT FOR THE COMMUNITY ENTRY. FURTHER, THE PLACEMENT/LOCATION OF ANY PERIMETER FENCING AROUND THE SUBDIVISION AS INITIALLY INSTALLED BY THE DECLARANT AND/OR ORIGINAL DEVELOPER MAY NOT BE ADJUSTED, RELOCATED OR MOVED WITHOUT THE PRIOR CONSENT OF THE COMMITTEE AND/OR THE BOARD. ANY PRIVACY FENCE SHALL BE CONSTRUCTED SO THAT THE FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNER'S LOT. ALL FENCES MUST BE INSTALLED BY A PROFESSIONAL INSTALLER AND SHALL BE SIX FOOT (6') WOOD PRIVACY FENCING WITH VERTICAL BOARDS (NOT HORIZONTAL) AND NO CHAIN-LINK FENCES, WIRE, HOG WIRE, OR OTHER SIMILAR MATERIALS SHALL BE PERMITTED. PRIOR TO INSTALLATION, THE FENCE DESIGN AND NAME OF THE INSTALLER MUST BE APPROVED BY THE COMMITTEE.

J. MAILBOXES

ALL MAILBOXES SHALL BE APPROVED BY THE UNITED STATES POSTAL SERVICE. THE TYPE OF CONSTRUCTION SHALL BE CONSISTENT WITH THE DESIGN ESTABLISHED BY THE DEVELOPER. COMMUNITY MAILBOX IS AN APPROVED ALTERNATIVE SUBJECT TO APPROVAL OF THE UNITED STATES POSTAL SERVICE.

K. SIGNS

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN ADVERTISING THE PROPERTY FOR SALE, RESALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREON. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE MORE THAN FIVE (5) SQUARE FEET IN SIZE, NOR BE LIGHTED AT NIGHT. THESE SIGNAGE RESTRICTIONS AND REQUIREMENTS SHALL NOT APPLY TO DECLARANT.

L. PARKED VEHICLES

ALL VEHICLES PARKED IN THE FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON THE DRIVEWAY. NO INOPERATIVE VEHICLES OF ANY NATURE SHALL BE PERMITTED TO REMAIN ON ANY LOT OR LOTS FOR A PERIOD IN EXCESS OF ONE (1) DAY. IT IS THE INTENTION OF THE DECLARANT THAT, EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE THAT ALL PARKING SHALL BE IN DRIVEWAYS AND NOT ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE PARKED ON THE STREET FOR MORE THAN TWO (2) CONSECUTIVE DAYS AND SHALL NOT BE PARKED OVERNIGHT ON A STREET. ANY VIOLATION OF THIS SECTION MAY RESULT IN A TOWING OF THE VEHICLE AT THE OWNER'S EXPENSE PER MUNICIPAL REGULATIONS. NO VEHICLE MAINTENANCE SHALL BE PERFORMED ON THE STREETS OR IN THE FRONT YARDS OR ON PARKING PADS OF ANY LOT.

M. APPEARANCE OF LOT

ALL OWNERS SHALL BE REQUIRED TO KEEP THEIR LOT IN A CLEAN AND SANITARY CONDITION WHETHER OR NOT THEY HAVE CONSTRUCTED A RESIDENCE ON THE LOT. ALL OPEN AREAS ON LOTS SHALL BE KEPT MOWED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLAYGROUNDS, SWING SETS, TRAMPOLINES, SWIMMING POOLS, PICNIC TABLES, OR OTHER SIMILAR EQUIPMENT IS ALLOWED IN THE FRONT YARDS OF ANY LOT. THE BOARD AND COMMITTEE MAY PROMULGATE RULES AND REGULATIONS REGARDING THE MAINTENANCE OF LOTS AND ADEQUATE ENFORCEMENT MECHANISMS IN THE EVENT A LOT IS NOT PROPERLY MAINTAINED. UPON FAILURE OF THE LOT OWNER TO MAINTAIN OR LANDSCAPE THE GROUNDS OF THEIR LOT IN ACCORDANCE WITH THE PROVISIONS ABOVE, THE ASSOCIATION MAY, UPON 15 DAYS' WRITTEN NOTICE TO THE OWNER, CAUSE THE GRASS, WEEDS AND VEGETATION TO BE CUT. THE COST OF ANY MAINTENANCE REQUIRED UNDER THIS SECTION AND ANY ENFORCEMENT COSTS SHALL BE ASSESSED TO THE OWNER, AND SHALL CONSTITUTE A LIEN UPON THE LOT, AND MAY BE COLLECTED IN ACCORDANCE WITH SECTION IV.

N. RECREATIONAL VEHICLES AND ACCESSORIES

NO BOATS, TRAILERS, RECREATIONAL VEHICLES, AND VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY WILL FIT ENTIRELY INTO A PRIVATE GARAGE.

O. STORAGE AND CONSTRUCTION MATERIALS

CONSTRUCTION MATERIALS MAY ONLY BE STORED ON A LOT FOR THIRTY (30) DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE ALLOWED TO STORE MATERIALS ON A LOT IN AN ORDERLY FASHION AS LONG AS MAY BE REASONABLY NECESSARY.

P. GARBAGE/DUMPING

DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS THAT SHALL BE LOCATED AT THE REAR OF EACH RESIDENTIAL UNIT OR ENCLOSED GARAGES AND MUST BE OUT OF SIGHT FROM THE STREET. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

Q. MODEL HOME AND CONSTRUCTION FACILITIES

MODEL HOMES FOR THE PURPOSES OF HOME SALES ARE PERMITTED BY THE DECLARANT. THE GARAGE OF MODEL HOMES MAY BE USED AS SALES OFFICES. ONE TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DECLARANT AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES ONE-HUNDRED PERCENT (100%) OCCUPANCY.

SECTION IV. HOME OWNERS ASSOCIATION

A. FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOME OWNERS ASSOCIATION (THE "ASSOCIATION" OR "HOA") TO GOVERN THE SUBDIVISION TO BE KNOWN AS ROBINSON RANCH PROPERTY OWNERS ASSOCIATION. THE HOA HAS BEEN OR SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO. OWNER SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION, AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, LIKE THE PROPERTY DESCRIBED HEREIN, MAY BE ANNEXED BY THE OWNER OR ITS ASSIGNEE TO THE SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA, WHICH MAY BE ACCOMPLISHED BY THE OWNER (OR ITS ASSIGNEE OR AFFILIATED CORPORATE OWNER) BY FILING A SUPPLEMENTAL DECLARATION HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED THERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, IN WHICH CASE ANY SUCH LANDS/PHASES, SUCH AS THE PROPERTY DESCRIBED HEREIN, AND THE SUBSEQUENT OWNERS THEREOF SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO, AND, IN ACCORDANCE THEREWITH, OWNER DOES HEREBY NOTE AND ANNEX THE PROPERTY DESCRIBED HEREIN TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT WITHIN THE SUBDIVISION, AND IS A RECORD OWNER OF THE FEE INTEREST THEREOF, SHALL BE A MEMBER OF THE HOA AND SUBJECT TO ITS BYLAWS AND RULES. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM OWNERSHIP OF A LOT.

C. ASSESSMENTS

EACH OWNER OF A LOT WITHIN THE SUBDIVISION, EXCEPT OWNER/DECLARANT, BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS AND AS AMENDED AND THE BYLAWS OF THE HOA, TO BE EXECUTED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE HOA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF LOTS THEREIN, AND ANY UNPAID SUCH ASSESSMENTS SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. MAINTENANCE OF COMMON AREAS

THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AS DEPICTED ON THE PLAT, OR AS DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH MAY INCLUDE BUT NOT BE LIMITED TO ENTRYWAYS, DRAINAGE FACILITIES, PERIMETER FENCING, AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT, OR DESCRIBED IN THESE COVENANTS, AND AS AMENDED.

E. LIMITATION ON LIABILITY

THE HOA SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT AND ANY OTHER LAWS PROVIDING PROTECTION TO OWNER'S ASSOCIATIONS. NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE HOA SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE HOA OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE HOA OR OTHERWISE. NEITHER THE OWNER, THE HOA, ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

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

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY, THE HOA, THE OWNER, AND ANY OWNER OF A LOT, AND IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED HEREIN, A PARTY MAY SEEK ALL APPROPRIATE REMEDIES AT LAW, INCLUDING INJUNCTIVE RELIEF, TO ENFORCE THE COVENANTS SET FORTH HEREIN. FAILURE TO DO SO SHALL NOT BE DEEMED A WAIVER OF ANY TERMS HEREOF OR OF THE RIGHT TO SEEK ACTION AGAINST FUTURE NONCOMPLIANCE. REASONABLE REGULATIONS CONCERNING THE PROPERTY AND COMMON AREAS MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE OWNER AND/OR ASSOCIATION. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON AREA, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR A NUISANCE TO OTHER OWNERS OR IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OWNERS.

B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS AND PERSONS CLAIMING UNDER THEM WITHIN THE SUBDIVISION UNTIL JANUARY 1, 2041, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREIN.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES AND SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OR ITS ASSIGNEE AND APPROVED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-16.05 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-16.05 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL.

EXCEPT FOR SECTIONS I. AND II. AS STATED ABOVE, OWNER OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS STATED HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS (SUBJECT TO OWNER OR OWNER'S ASSIGNEE CONSENT). THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING OR AMENDING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY ANY COURT OR OTHERWISE SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS HEREIN.

IN WITNESS WHEREOF, TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 20___.

TULSA L DEV., LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY_____
STEPHEN LIEUX, MANAGER

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

ON THIS _____ DAY OF _____, 20___, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE AFORESAID COUNTY AND STATE, DULY COMMISSIONED AND ACTING, APPEARED STEPHEN LIEUX, TO ME PERSONALLY WELL KNOWN AS, OR PROVEN TO BE, THE PERSON WHOSE NAME APPEARS UPON THE WITHIN AND FOREGOING DOCUMENT AND STATED THAT HE WAS THE MANAGER OF TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND WAS DULY AUTHORIZED TO EXECUTE THE FOREGOING CONVEYANCE FOR AND ON ITS BEHALF, AND HE RESPECTIVELY ACKNOWLEDGED TO ME THAT HE HAD EXECUTED THE SAME FOR THE CONSIDERATION AND PURPOSES THEREIN MENTIONED AND SET FORTH, AND I DO SO CERTIFY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AS SUCH NOTARY PUBLIC AT THE COUNTY AND STATE AFORESAID ON THIS _____ DAY OF _____, 20___.

_____ _____
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 "ROBINSON RANCH III", 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 _____, 20___.

LICENSED PROFESSIONAL LAND SURVEYOR
Dan Edwin Tanner
1435
OKLAHOMA

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 _____, 20___, 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.

03/08/2024 _____
MY COMMISSION EXPIRES NOTARY PUBLIC

NOTARY PUBLIC
#12002299
EXP 03/08/2024
STATE OF OKLAHOMA

DATE OF PREPARATION: November 10, 2021

Concept Phasing Plan