BIXBY TECHNICAL ADVISORY COMMITTEE

AGENDA

DAWES BUILDING | CONFERENCE ROOM | 113 WEST DAWES AVE, BIXBY, OKLAHOMA

WEDNESDAY, JULY 3, 2019 | 10:00 AM

TAC MEMBERS

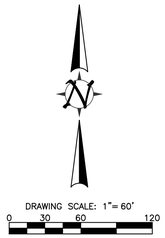
ECHO HILLESLAND-AEP.PSO, WADE SMITH-AEP.PSO, STEVE WILLIAMS-AEP.PSO
KEVIN BENDER-AT&T
RICHARD RYANN-BTC, TONY GONZALEZ-BTC, SUSAN BEVARD-BTC
ROB MILLER-BIXBY PUBLIC SCHOOLS, LYDIA WILSON-BIXBY PUBLIC SCHOOL
JASON MOHLER-COB-DEVELOPMENT SERVICES DIRECTOR, MARCAE' HILTON-COB-CITY PLANNER
BEA AAMODT-COB-PUBLIC WORKS DIRECTOR, DONNA CRAWFORD-COB-COMMUNITY DEVELOPMENT
JON BROWN-COB SPECIAL PROJECTS, HEATH WRIGHT-COB-UTILITIES |WATER
MIKE BUTLER-COB-FIRE MARSHAL, ANDY CHOATE-COB-ASSIST. POLICE CHIEF
GARY HAMILTON-COX, LOYDA MERCADO-COX, PATTY HATFIELD-COX ROW AGENT, CHRISTOPHER LONG-COX ROW
MARTY LADEMAN-CREEK COUNTY RWD #2, CYNTHIA HUBBELL-CREEK COUNTY RWD #2
BILLY MOORE-E CENTRAL ELECTRIC, BILL DANGOTT-E CENTRAL ELECTRIC
STEVE WHITEHOUSE-OG&E, TIM DOBRINSKI-OG&E
BRANDON RAINBOLT-ONG, DONALD KAFER-ONG
CHRIS STOBAUGH-USPS, BIXBY
ANGELA RAHE-WINDSTREAM, HEATH ROSS-WINDSTREAM, ROY VARNER-WINDSTREAM

1. **PRELIMINARY PLAT (BXPT-19.11)** ***126 MEMORIAL:*** Applicant | AAB Engineering
   Discussion and review of the Preliminary Plat for *126 Memorial*, 18.58 Acres, Four (4) Lots, Three (3) Blocks on an undeveloped parcel for a commercial development, in Section 02, Township 17 North, Range 13 East in Bixby, OK
   General Location: 126th and west of Memorial

2. **PRELIMINARY PLAT (BXPT-19.10)** ***BIXBY MEADOWS:*** Applicant | AAB Engineering
   Discussion and review of the Preliminary Plat for *Bixby Meadows part of BXPUD-19.04*, 73.18 Acres, Ninety-three (93) Lots, Six (6) Blocks and Three (3) Reserves on an undeveloped parcel for a single-family residential development, in Section 21, Township 17 North, Range 13 East in Bixby, OK
   General Location: East of Harvard and south of 151st Street

Posted By: Marcae' Hilton
Date: JUNE 26, 2019
Time: 10:00 AM

Persons who require a special accommodation to participate in this meeting should contact City Planner Marcae' Hilton, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430, or via Email: mhilton@bixbyok.gov as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a 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.



LEGEND

LNA	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
MAE	MUTUAL ACCESS EASEMENT
BK	BOOK
PG	PAGE
IPF	IRON PIN FOUND
IPS	IRON PIN SET W/CAP MARKED AAB CA6318
XXXX	STREET ADDRESS

FLOODPLAIN

PORTIONS OF THE PROPERTY ARE CONTAINED IN FEMA ZONE X (SHADED) (2% ANNUAL CHANCE (500 YEAR) FLOODPLAIN) AS SHOWN ON FIRM PANEL "40143C0432L" DATED OCTOBER 16, 2012.

CONTACTS

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

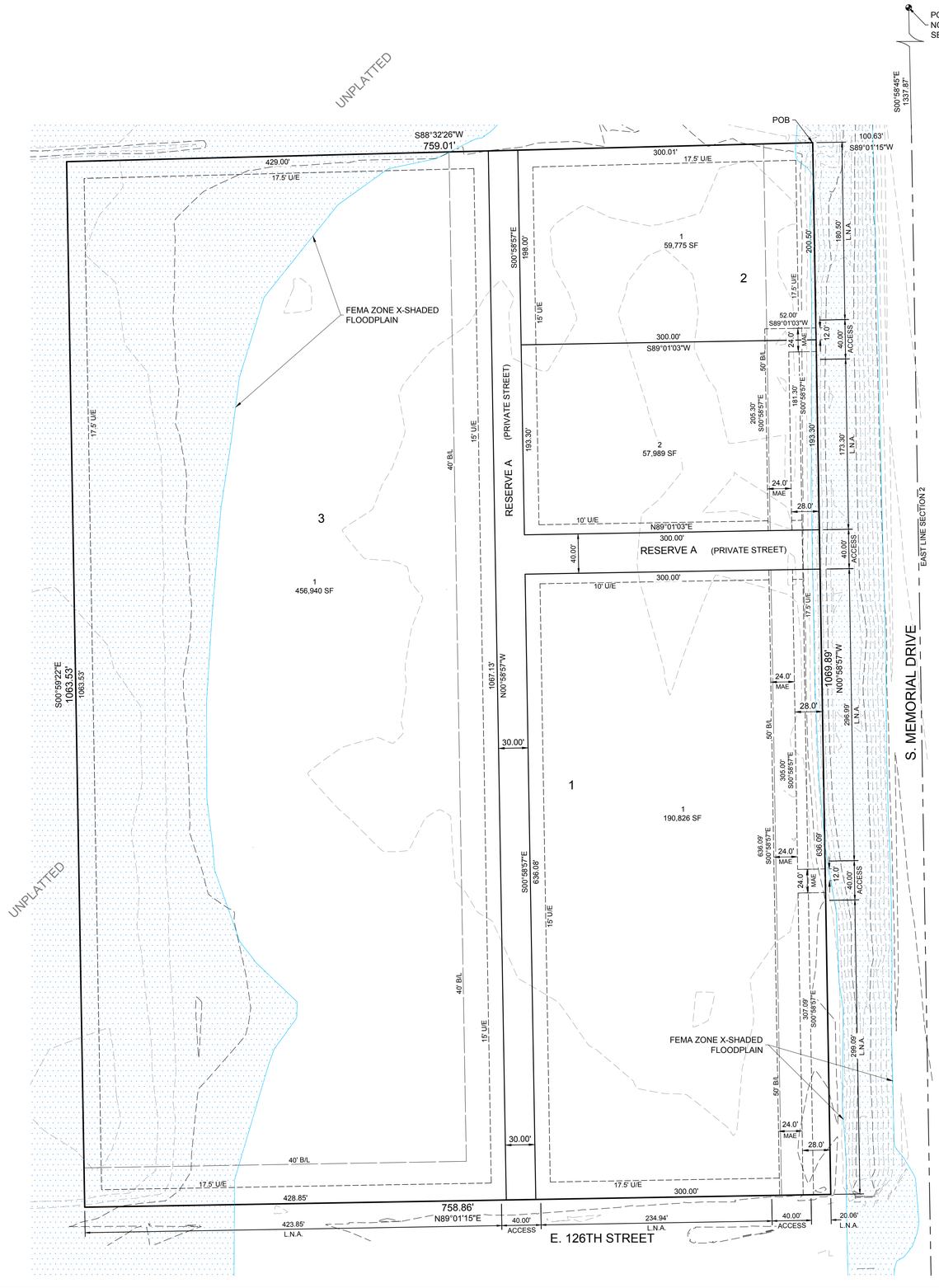
UTILITIES

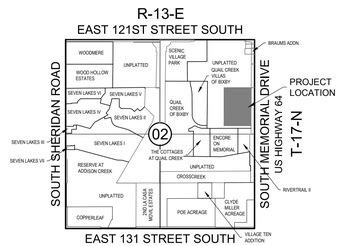
OKLAHOMA NATURAL GAS COMPANY
2319 W. EDISON ST.
TULSA, OK 74127
918-834-8000

PUBLIC SERVICE COMPANY OF OKLAHOMA
212 E. 6TH ST.
TULSA, OK 74119
1-888-216-3523

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

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





LOCATION MAP

SCALE: 1"=2000'

PRELIMINARY PLAT

126 Memorial

PUD NO. XXX

A TRACT OF LAND LOCATED IN THE EAST HALF (E/2) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER

MEMORIAL REAL ESTATE INVESTMENTS, LLC
2219 EAST SKELLY DRIVE
TULSA, OK 74105
PHONE: 918.232.2364
ATTN: JOHN DAVIS

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS FOUR (4) LOTS IN THREE (3) BLOCKS AND ONE (1) RESERVE AREA
BLOCK 1.....4.38 ACRES - 1 LOT BLOCK 2.....2.70 ACRES - 2 LOTS BLOCK 3.....10.49 ACRES - 1 LOT
STREET R.O.W (RESERVE A).....1.01 ACRES
SUBDIVISION CONTAINS.....18.58 ACRES

SUBDIVISION DATA

BENCHMARK

CHISELED BOX ON HEADWALL AT SOUTHEAST CORNER OF SITE.

ELEV=610.56' (NAVD 88)

BASIS OF BEARINGS

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

MONUMENTATION

A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "CA6038" TO BE SET AT ALL LOT CORNERS AND ALL STREET CENTERLINE INTERSECTIONS, AFTER COMPLETION OF IMPROVEMENTS, UNLESS NOTED OTHERWISE.

PLOT DATE: Mon, 03 Jun 2019 FILE: P:\17\312-126 MEMORIAL\BIXBY 18-BASE

PRELIMINARY PLAT

126 Memorial

OWNER/DEVELOPER

MEMORIAL REAL ESTATE INVESTMENTS, LLC
2219 EAST SKELLY DRIVE
TULSA, OK 74105
PHONE: 918.232.2364
CONTACT: JOHN DAVIS

PUD NO. XXX

A TRACT OF LAND LOCATED IN THE EAST HALF (E/2) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2016
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 MEMORIAL REAL ESTATE INVESTMENTS, 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:

A TRACT OF LAND LOCATED IN THE EAST HALF (E/2) OF SECTION TWO (2), 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, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION TWO (2); THENCE SOUTH 00°58'45" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,337.87 FEET; THENCE SOUTH 89°01'15" WEST A DISTANCE OF 100.63 FEET TO A POINT ON THE RIGHT-OF-WAY OF STATE HIGHWAY 64 BEING THE POINT OF BEGINNING; THENCE ALONG THE RIGHT-OF-WAY OF STATE HIGHWAY 64, SOUTH 00°58'57" EAST A DISTANCE OF 1069.89 FEET; THENCE SOUTH 89°01'15" WEST A DISTANCE OF 758.86 FEET; THENCE NORTH 00°59'22" WEST A DISTANCE OF 1063.53 FEET; THENCE NORTH 88°32'26" EAST A DISTANCE OF 759.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 809,548 SQUARE FEET OR 18.58 ACRES.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO FOUR (4) LOTS IN THREE (3) BLOCKS AND ONE (1) RESERVE AREA, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "126 MEMORIAL", 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/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS 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 OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BIXBY FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES AND SEWER LINES, EXCLUDING GAS LINES AND GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE 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, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG SOUTH MINGO ROAD. 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. RESERVE A - PRIVATE STREETS

RESERVE A AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREIN ESTABLISHED BY GRANT OF THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN 126 MEMORIAL THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF CONSTRUCTING PRIVATE STREETS PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS LOTS IN THE 126 MEMORIAL, TO AND FROM PUBLIC STREETS, FOR PROVIDING DRAINAGE FACILITIES TO CONTROL STORMWATER RUNOFF, FOR UTILITIES AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A ASSOCIATION TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE SUBDIVISION.

THE OWNER HEREIN GRANTS TO THE CITY OF BIXBY, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE OR SERVICE PROVIDER HIRED BY THE ASSOCIATION, INCLUDING, WITHOUT LIMITATION LAWN AND/OR LANDSCAPING CONTRACTORS, WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS WITHIN RESERVE A AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

THE OWNER, FOR ITSELF AND ITS SUCCESSOR ASSOCIATION HEREIN COVENANTS WITH THE CITY OF BIXBY, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF BIXBY, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, TO :

1. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEPICTED WITHIN RESERVE A, AND MEETING OR EXCEEDING THE FOLLOWING STANDARDS:
   a. SURFACING WIDTH SHALL BE NOT LESS THAN 26' MEASURED FACE OF CURB TO FACE OF CURB;
   b. STREETS SHALL BE CURBED;
   c. GUTTERS, BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS MEETING THE NOW EXISTING STANDARDS OF THE CITY OF BIXBY, OKLAHOMA, FOR MINOR RESIDENTIAL PUBLIC STREETS;
   d. THE MAXIMUM VERTICAL GRADE OF PRIVATE STREETS SHALL BE 8 PERCENT.
2. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET DEPICTED WITHIN RESERVE A WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY ANY FIRE VEHICLE, FROM FREE USAGE OF THE PRIVATE STREETS.
3. SECURE INSPECTION BY THE CITY OF BIXBY, OKLAHOMA OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF BIXBY, OKLAHOMA THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF BIXBY, OKLAHOMA DECLINES TO INSPECT THE PRIVATE STREETS, CERTIFICATION SHALL BE SECURED FROM A REGISTERED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE BIXBY PLANNING COMMISSION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

THE OWNER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE THAT THE PRIVATE STREETS AS DEPICTED WITHIN RESERVE A DO NOT MEET THE CITY OF BIXBY, OKLAHOMA STANDARD AS TO WIDTH OF RIGHT-OF-WAY, AND FURTHER ACKNOWLEDGES THAT THE CITY OF BIXBY, OKLAHOMA SHALL HAVE NO DUTY TO MAINTAIN ANY OF THE PRIVATE STREETS WITHIN THE SUBDIVISION, OR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF ANY PRIVATE STREET WITHIN THE SUBDIVISION.

I. LIMIT OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH MEMORIAL DRIVE AND EAST 126TH STREET WITHIN THE BOUNDS DESIGNATED "LNA" OR "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "126 MEMORIAL" WAS SUBMITTED AS PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 91, AND PUD 91 WAS APPROVED BY THE BIXBY PLANNING COMMISSION ON _____ AND APPROVED BY THE BIXBY CITY COUNCIL ON _____.

WHEREAS, OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS IN TITLE AND THE CITY OF BIXBY. OKLAHOMA.

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

THEREFORE, OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON OWNER, ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE BY OWNER, ANY PERSON OWNING A LOT IN "126 MEMORIAL" AND BY THE CITY OF BIXBY AS HEREINAFTER SET FORTH.

A. GENERAL STANDARDS

THE DEVELOPMENT OF 126 MEMORIAL SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE, AS SUCH PROVISIONS EXISTED _____, OR AS MAY BE SUBSEQUENTLY AMENDED.

B. DEVELOPMENT STANDARDS

1. GROSS LAND AREA — 21.06 ACRES — 917,197 SQFT

2. PERMITTED USES

   USES PERMITTED AS A MATTER OF RIGHT BY THE CITY OF BIXBY ZONING CODE WITHIN THE CG DISTRICT, INCLUDING ALL USES CUSTOMARILY ACCESSORY THERETO.

3. MINIMUM LOT WIDTH

FRONTING ON MEMORIAL	100 FT
FRONTING ON MEMORIAL	50 FT

4. MAXIMUM FLOOR AREA — 687,897 SQ. FT.

5. MAXIMUM BUILDING HEIGHT — 5 STORIES OR 70 FT

6. MINIMUM YARDS

FRONT (MEMORIAL)	50 FT
FRONT (OTHER)	40* FT
REAR	10 FT
SIDE (BOTH SIDES)	10 FT

   *MEASURED FROM THE EDGE OF RESERVE AREA A

7. PRIVATE STREET

   MINIMUM WIDTH — 26 FT

   ALL BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS WHICH MEET THE CITY OF BIXBY STANDARDS FOR MINOR PUBLIC STREETS. ALL STREETS WITHIN THE PUD WILL BE PRIVATELY MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.

8. PROPERTY OWNER'S ASSOCIATION

   THE 126 MEMORIAL PROPERTY OWNER'S ASSOCIATION (THE "ASSOCIATION") SHALL BE CREATED AND VESTED WITH SUFFICIENT AUTHORITY AND FINANCIAL RESOURCES TO PROPERLY MAINTAIN ALL PRIVATE STREETS AND COMMON AREAS .

PLOT DATE: Mon, 03 Jun 2019 FILE: P:\17\202-126 MEMORIAL\BIXBY 18\BASE

PRELIMINARY PLAT

126 Memorial

OWNER/DEVELOPER

MEMORIAL REAL ESTATE INVESTMENTS, LLC
2219 EAST SKELLY DRIVE
TULSA, OK 74105
PHONE: 918.232.2364
CONTACT: JOHN DAVIS

PUD NO. XXX

A TRACT OF LAND LOCATED IN THE EAST HALF (E/2) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2016
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

SECTION III. PROPERTY OWNER'S ASSOCIATION

C. FORMATION OF PROPERTY OWNER'S ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN "126 MEMORIAL" 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 FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF "126 MEMORIAL". 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.

D. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A LOT WITHIN "126 MEMORIAL" 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 LOT.

E. ASSESSMENT

EACH RECORD OWNER OF A LOT WITHIN "126 MEMORIAL" SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE SUBDIVISION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND 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, PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNER OF ANY RESIDENTIAL LOT WITHIN "126 MEMORIAL" AND/OR THE ASSOCIATION AND/OR THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III, ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNERS OF THE 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, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY LOT WITHIN "126 MEMORIAL", AND/OR THE ASSOCIATION AND/OR THE CITY OF BIXBY 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. IF THE UNDERSIGNED OWNER/ DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY LOT WITHIN "126 MEMORIAL" 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 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, AND SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, 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, MEMORIAL REAL ESTATE INVESTMENTS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT THE _____DAY OF _____, 2019.

MEMORIAL REAL ESTATE INVESTMENTS, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
JOHN DAVIS, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ___TH DAY OF _____, 2019, BY JOHN DAVIS, MANAGER OF MEMORIAL REAL ESTATE INVESTMENTS, 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 "126 MEMORIAL" 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.

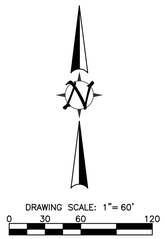
_____
JAY P. BISSELL
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1318

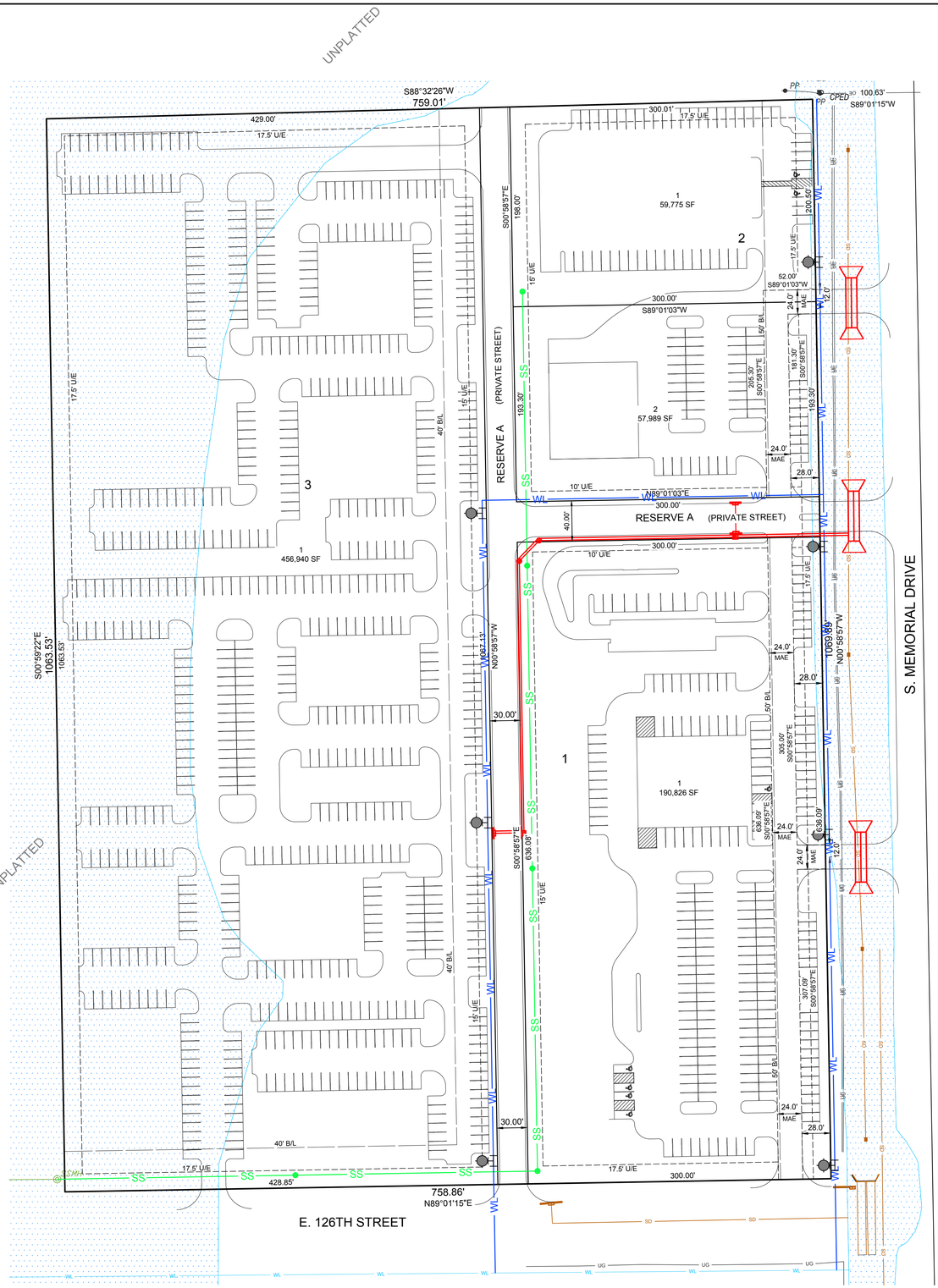
STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

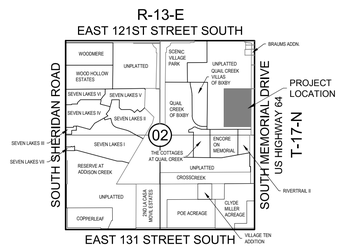
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS ___TH DAY OF _____, 2019, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 20, 2019
COMMISSION NUMBER: 11010522

PLOT DATE: Mon, 03 Jun 2019 FILE: P:\17\702-126 MEMORIAL\BIXBY 18 BASE







LOCATION MAP

SCALE: 1"=2000'

CONCEPTUAL IMPROVEMENT PLAN

126 Memorial

PUD NO. XXX

A TRACT OF LAND LOCATED IN THE EAST HALF (E/2) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER

MEMORIAL REAL ESTATE INVESTMENTS, LLC
2219 EAST SKELLY DRIVE
TULSA, OK 74105
PHONE: 918.232.2364
ATTN: JOHN DAVIS

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

CONTACTS

MUNICIPAL AUTHORITY

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

UTILITIES

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

PUBLIC SERVICE COMPANY OF OKLAHOMA
212 E. 6TH ST.
TULSA, OK 74119
1-888-216-3523

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

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

LEGEND

B/L..... BUILDING LINE
U/E..... UTILITY EASEMENT

- WL — EXISTING WATER LINE
- SS — EXISTING SANITARY SEWER LINE
- SD — EXISTING STORM SEWER LINES
- WL — PROPOSED WATER LINE
- SS — PROPOSED SANITARY SEWER LINE
- PROPOSED STORM SEWER LINES

PLOT DATE: Mon, 03 Jun 2019 FILE: P:\17\3\02-126 MEMORIAL\BIXBY 18-BASE

PRELIMINARY PLAT

Bixby Meadows

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE W/2 OF SECTION TWENTY-ONE (21), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

OWNER/DEVELOPER

WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
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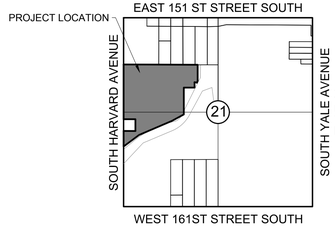
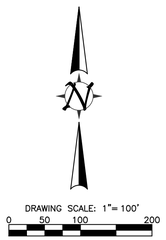


LOCATION MAP
SCALE: 1"=2000'



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
BK	BOOK
PG	PAGE
IPF	IRON PIN FOUND
XXXX	STREET ADDRESS

FLOODPLAIN

1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN AS SHOWN ON FIRM PANELS "40143C0433L" & "40143C0445L" DATED OCTOBER 16, 2012

CONTACTS

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

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918-366-8000

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

RWD #6 OKMULGEE CO.
11003 HECTORVILLE RD.
MOUNDS, OK 74047-0340
918-827-6350

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS NINETY-THREE (93) LOTS IN SIX (6) BLOCKS AND THREE (3) RESERVE AREAS.
(73.18 TOTAL ACRES)

BLOCK 1	25.35 ACRES	44 LOTS
BLOCK 2	7.30 ACRES	12 LOTS
BLOCK 3	7.38 ACRES	13 LOTS
BLOCK 4	5.56 ACRES	11 LOTS
BLOCK 5	7.59 ACRES	11 LOTS
BLOCK 6	1.61 ACRES	2 LOTS
RESERVE A	1.46 ACRES	
RESERVE B	3.26 ACRES	
RESERVE C	0.06 ACRES	

SUBDIVISION DATA

BENCHMARK

MAG NAIL IN CENTER OF S. HARVARD AVE. AT PROPERTY CORNER, 674.55 FEET SOUTH OF NORTHWEST CORNER OF BIXBY MEADOWS.

ELEV = 669.04 (NAVD 1988)

BASIS OF BEARINGS

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

LAND AREA

2,034,023.24 SF± / 46.69 ACRES±

MONUMENTATION

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

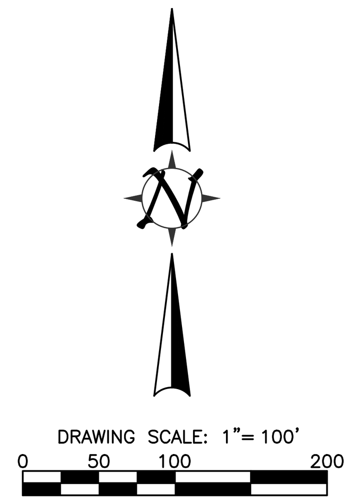
ADDRESSES

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.

PLOT DATE: Mon, 03 Jun 2019 FILE: P:\17\21\21-BIXBY MEADOWS\BIXBY MEADOWS

PRELIMINARY PLAT

Bixby Meadows



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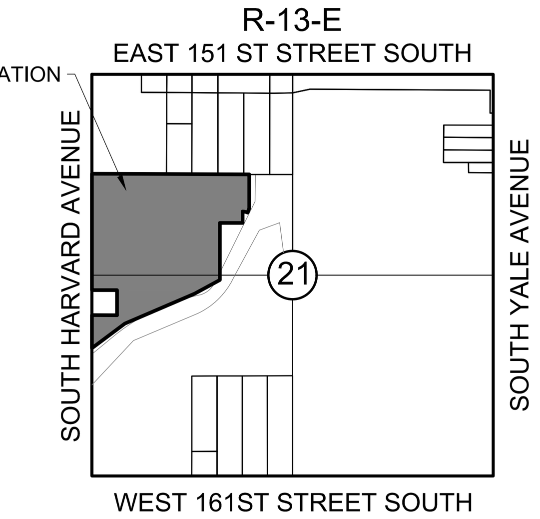
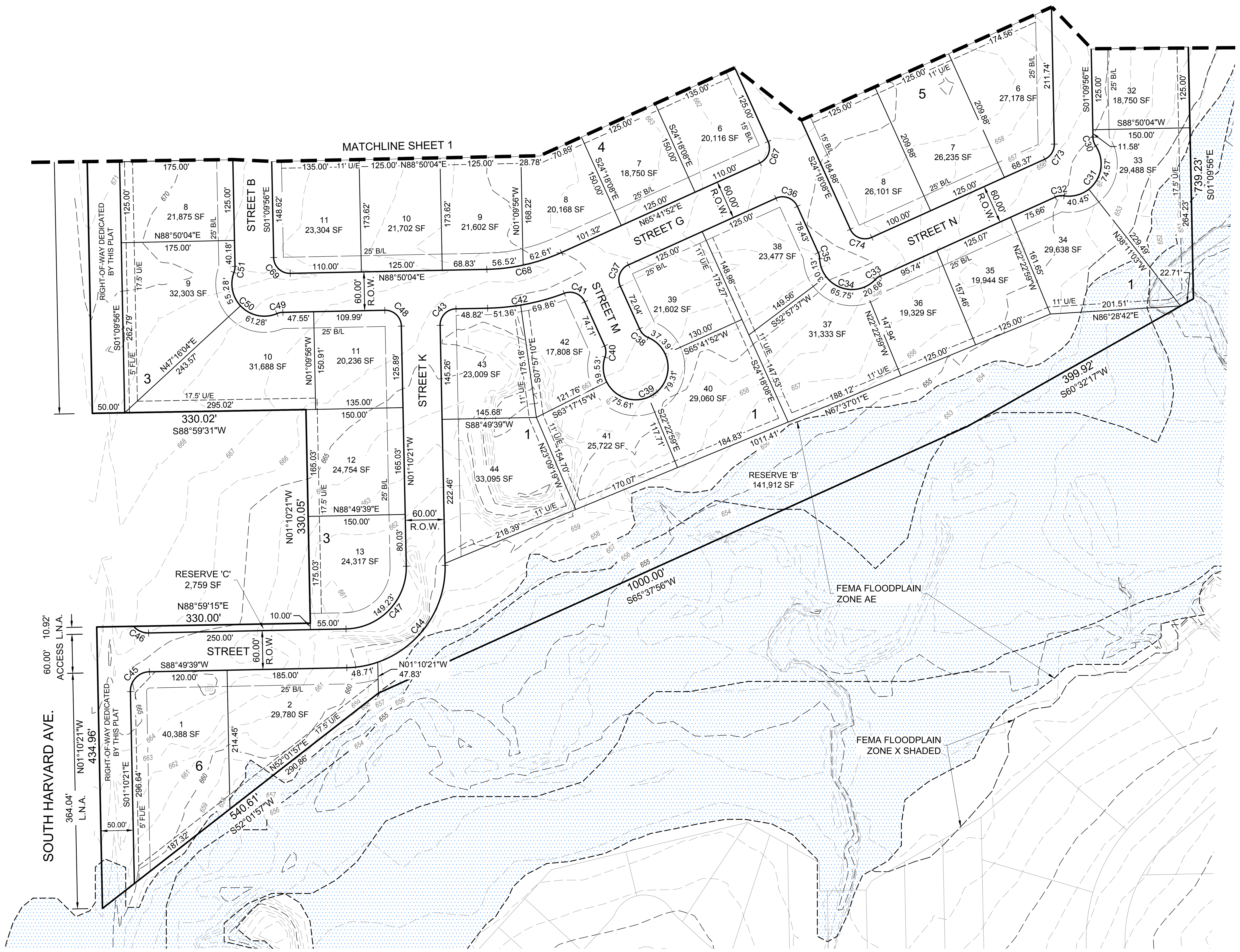


LOCATION MAP
SCALE: 1"=2000'



CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	47.12'	30.00'	42.43'	S46°09'56"E	C38	18.69'	25.00'	18.26'	N45°43'08"W
C2	216.06'	255.00'	209.66'	S66°53'31"E	C39	231.84'	50.00'	73.33'	N65°41'52"E
C3	39.27'	25.00'	35.36'	S87°37'07"E	C40	18.69'	25.00'	18.26'	S02°53'08"E
C4	18.69'	25.00'	18.26'	N25°57'53"E	C41	37.71'	25.00'	34.24'	S67°30'58"E
C5	231.84'	50.00'	73.33'	S42°37'07"E	C42	121.22'	355.00'	120.63'	N79°03'08"E
C6	18.69'	25.00'	18.26'	S68°47'54"W	C43	39.27'	25.00'	35.36'	N43°49'52"E
C7	39.27'	25.00'	35.36'	S02°22'53"W	C44	243.47'	155.00'	219.20'	N43°49'39"E
C8	81.52'	255.00'	81.17'	S33°27'37"E	C45	47.12'	30.00'	42.43'	N43°49'40"E
C9	39.27'	25.00'	35.36'	S69°18'08"E	C46	26.24'	30.00'	25.41'	N66°06'55"W
C10	102.97'	255.00'	102.27'	N77°15'58"E	C47	149.23'	95.00'	134.35'	S43°49'39"W
C11	39.27'	25.00'	35.36'	N43°50'04"E	C48	39.27'	25.00'	35.35'	S46°10'08"E
C12	58.82'	195.00'	58.60'	N09°48'26"W	C49	9.50'	25.00'	9.45'	N77°56'34"E
C13	18.69'	25.00'	18.26'	N39°51'56"W	C50	116.56'	50.00'	91.90'	S46°09'56"E
C14	231.84'	50.00'	73.33'	N71°33'04"E	C51	9.50'	25.00'	9.45'	S09°43'33"W
C15	18.69'	25.00'	18.26'	S02°58'04"W	C52	39.27'	25.00'	35.36'	S46°09'56"E
C16	76.92'	255.00'	76.63'	S09°48'26"E	C53	47.12'	30.00'	42.43'	N43°50'04"E
C17	39.27'	25.00'	35.36'	S46°09'56"E	C54	39.27'	25.00'	35.36'	N43°50'04"E
C18	39.27'	25.00'	35.36'	N43°50'04"E	C55	165.22'	195.00'	160.33'	S66°53'31"E
C19	39.27'	25.00'	35.36'	N46°09'56"W	C56	62.34'	195.00'	62.07'	S33°27'37"E
C20	18.69'	25.00'	18.26'	S67°25'04"W	C57	39.27'	25.00'	35.36'	S20°41'52"W
C21	231.84'	50.00'	73.33'	N01°09'56"W	C58	78.74'	195.00'	78.21'	S77°15'58"W
C22	18.69'	25.00'	18.26'	S69°44'56"E	C59	39.27'	25.00'	35.36'	N46°09'56"W
C23	9.50'	25.00	9.45'	N77°56'34"E	C60	39.27'	25.00'	35.36'	N43°50'04"E
C24	116.56'	50.00'	91.90'	S46°09'56"E	C61	27.13'	25.00'	25.82'	S60°04'45"E
C25	9.50'	25.00	9.45'	S09°43'33"W	C62	211.34'	50.00'	85.63'	N29°55'28"E
C26	9.50'	25.00'	9.45'	S12°03'26"E	C63	39.27'	25.00'	35.36'	N46°09'56"W
C27	116.56'	50.00'	91.90'	S43°50'04"W	C64	39.27'	25.00'	35.36'	S43°50'04"W
C28	9.50'	25.00'	9.45'	N80°16'27"W	C65	102.97'	255.00'	102.27'	S77°15'58"W
C29	39.27'	25.00'	35.36'	N43°50'04"E	C66	39.27'	25.00'	35.36'	N69°18'08"W
C30	14.17'	25.00'	13.98'	S17°24'09"E	C67	39.27'	25.00'	35.36'	N20°41'52"E
C31	115.03'	50.00'	91.29'	S32°15'58"W	C68	119.12'	295.00'	118.32'	N77°15'58"E
C32	14.17'	25.00'	13.98'	N81°56'05"E	C69	39.27'	25.00'	35.36'	S46°09'56"E
C33	9.50'	25.00'	9.45'	N54°48'23"E	C70	39.27'	25.00'	35.36'	N20°41'52"E
C34	116.56'	50.00'	91.90'	S69°18'08"E	C71	78.74'	195.00'	78.21'	N77°15'58"E
C35	9.50'	25.00'	9.45'	S13°24'38"E	C72	39.27'	25.00'	35.36'	S46°09'56"E
C36	39.27'	25.00'	35.36'	S69°18'08"E	C73	29.17'	25.00'	27.55'	S32°15'58"W
C37	39.27'	25.00'	35.36'	N20°41'52"E	C74	39.27'	25.00'	35.36'	N69°18'08"W

PRELIMINARY PLAT

Bixby Meadows

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE W/2 OF SECTION TWENTY-ONE (21), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

OWNER/DEVELOPER

WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

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PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSON BY THESE PRESENTS:

THAT WEST AVENUE INVESTMENTS, 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:

A TRACT OF LAND IN THE WEST HALF (W/2) OF SECTION TWENTY-ONE (21), 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 MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 1324.62 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF (S/2) OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION TWENTY-ONE (21) AND THE POINT OF BEGINNING. THENCE NORTH 89°05'18" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF (S/2) OF THE NORTHWEST QUARTER, A DISTANCE OF 2069.88 FEET; THENCE SOUTH 01°09'56" EAST, A DISTANCE OF 446.16 FEET; THENCE SOUTH 17°38'45" WEST A DISTANCE OF 203.48 FEET; THENCE SOUTH 88°50'04" WEST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 01°09'56" EAST, A DISTANCE OF 739.23 FEET; THENCE SOUTH 60°32'17" WEST, A DISTANCE OF 399.92 FEET; THENCE SOUTH 65°37'56" WEST, A DISTANCE OF 1000.00 FEET; THENCE SOUTH 52°01'57" WEST, A DISTANCE OF 540.61 FEET TO THE WEST LINE OF SAID SECTION TWENTY-ONE (21); THENCE NORTH 01°10'21" WEST ALONG THE WEST LINE OF SAID SECTION TWENTY-ONE (21), A DISTANCE OF 434.96 FEET; THENCE NORTH 88°59'15" EAST, A DISTANCE OF 330.00 FEET; THENCE NORTH 01°10'21" WEST, A DISTANCE OF 330.05 FEET; THENCE SOUTH 88°59'31" WEST A DISTANCE OF 330.02 FEET TO THE WEST LINE OF SAID SECTION TWENTY-ONE (21), THENCE NORTH 01°09'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 1529.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,187,686 SQUARE FEET OR 73.18 ACRES.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO NINETY THREE LOTS AND RESERVE AREAS "A", "B" AND "C", IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "BIXBY MEADOWS", 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 SOUTH HARVARD 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 BIXBY MEADOWS 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 BIXBY MEADOWS, WHICH CONTAIN SUCH EASEMENTS.

H. RESERVE AREAS

1. THE USE OF RESERVE AREA A 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 AREA A 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.
2. THE USE OF RESERVE AREA B DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND FLOODPLAIN AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA C WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BIXBY ZONING ORDINANCE REQUIREMENTS FOR ANY PROPOSED FENCING IN FLOODPLAIN AREAS.
3. THE USE OF RESERVE AREA C DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING AND LANDSCAPING AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA C WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION.

I. LIMIT OF NO ACCESS

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

SECTION II. PRIVATE RESTRICTIONS

FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF BIXBY MEADOWS, AND FOR THE PURPOSE OF MAINTAINING COMPATIBILITY OF THE IMPROVEMENTS THEREIN, 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, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. ARCHITECTURAL COMMITTEE - PLAN REVIEW

NO BUILDING, STRUCTURE, FENCE, WALL, FREE STANDING MAILBOX SWIMMING POOL, OR CONCRETE DRIVEWAY SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BIXBY MEADOWS LLC, OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE" FOR EACH BUILDING OR STRUCTURE, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A PLOT PLAN DEPICTING THE FACING OF THE BUILDING, DRAINAGE AND GRADING PLANS, AND EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 10 DAYS AFTER THE SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED, AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED TO BE A WAIVER OF ANY RESTRICTION.

THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OF OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE ARCHITECTURAL COMMITTEE'S APPROVAL OF BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLES TO PROSECUTE.

THE ARCHITECTURAL COMMITTEE RESERVES THE RIGHT, IN THEIR SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME SO LONG AS OWNER/DEVELOPER IS THE OWNER OF ANY LOT TO AMEND, REVISE, OR ABOLISH ANY ONE OR MORE OF THE COVENANTS AND RESTRICTIONS IN THIS SECTION III BY AN INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY THEM AS THE ARCHITECTURAL COMMITTEE AND FILED IN THE COUNTY CLERK'S OFFICE IN THE COURTHOUSE OF TULSA COUNTY, STATE OF OKLAHOMA.

THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON JANUARY 1, 2019, BE DEEMED TRANSFERRED TO THE ASSOCIATION PROVIDED FOR IN SECTION IV, OR UPON WRITTEN ASSIGNMENT TO THE ASSOCIATION BY THE OWNER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

B. FLOOR AREA

DWELLINGS SHALL HAVE A MINIMUM OF 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA, ONE AND ONE-HALF (1 ½) OR TWO (2) STORY DWELLING SHALL HAVE A MINIMUM 0F 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA; PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.

C. GARAGES

EACH DWELLING SHALL HAVE AN ATTACHED ENCLOSED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES. CARPORTS ARE PROHIBITED. GLASS IN VEHICULAR ENTRY DOORS SHALL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL. ALL COMMERCIAL VEHICLES SHALL BE PARKED INSIDE A LOT OWNER'S GARAGE UNLESS PERFORMING REPAIR, CONSTRUCTION OR MAINTENANCE.

D. FOUNDATIONS

THE EXTERIOR SURFACE OF ANY EXPOSED FOUNDATION, INCLUDING STEMWALLS, SHALL BE OF BRICK, STONE OR STUCCO.

E. MASONRY

SEVENTY-FIVE (75%) OF THE SURFACE OF THE FIRST FLOOR PLATE LINE OF EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE BRICK, STONE OR STUCCO, EXCEPT UNDER COVERED PORCHES AND PATIOS.

F. WINDOWS

VINYL OR WOOD WINDOWS SHALL BE USED, METAL WINDOWS ARE RESTRICTED, HOWEVER, THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST APPROVE A WAIVER OF THE METAL WINDOW RESTRICTIONS SET FORTH IN THIS SUBSECTION.

G. ROOF FLASHING

EXPOSED ROOF FLASHING, VENT PIPES AND CHIMNEY COVERS SHALL BE PAINTED.

H. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 8/12, PROVIDED HOWEVER, THAT A SHED ROOF OVER A PORCH OR DORMER SHALL HAVE A ROOF PITCH OF NO LESS THAN 4/12. ALL OTHER ROOF COMBINATIONS WILL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL.

I. ROOFING MATERIALS

ROOFING SHALL BE SELF-SEALING CERTAINTEED LANDMARK WEATHERWOOD COLOR COMPOSITION SHINGLES OR EQUIVALENT; PROVIDING HOWEVER, IN THE EVENT SUCH ROOFING SHOULD HEREINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON A DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND QUALITY WHICH IS COMPATIBLE WITH THE ROOFING FIRST DESCRIBED.

J. ON-SITE CONSTRUCTION

NO EXISTING OR OFF-SITE BUILT DWELLING MAY BE MOVED ONTO OR PLACED ON ANY LOT.

K. OUTBUILDING

OUTDOOR STORAGE BUILDINGS ARE NOT PERMITTED. OTHER OUTBUILDINGS, SUCH AS GAZEBOS, CABANAS, OR DETACHED GARAGES SHALL BE PERMITTED SUBJECT TO THE APPROVAL OF THE LOCATION, STYLE AND MATERIALS USED IN THE CONSTRUCTION BY THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION, AND PROVIDING THAT THE OUTBUILDING IS COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE. NO OUTBUILDING SHALL BE ERECTED IN A LOCATION ON THE LOT THAT THE ARCHITECTURAL COMMITTEE DETERMINES WOULD REASONABLY OBSTRUCT THE VIEW OF A WATER FEATURE OR A GREENBELT FROM ANOTHER LOT.

L. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

M. INTERIOR FENCING

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE OF THE LOT, AND IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. INTERIOR FENCES OR WALLS SHALL BE OF WOOD, BRICK, STUCCO, NATURAL STONE OR WROUGHT IRON. CHAIN LINK, BARBED WIRE, MESHED OR OTHER METAL FENCING IS SPECIFICALLY PROHIBITED. NO INTERIOR FENCE OR WALL SHALL EXCEED SIX (6) FEET IN HEIGHT. WOOD FENCING SHALL BE CAPPED AND HAVE THE SMOOTH SIDE FACING THE STREET. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

N. PERIMETER FENCING

THE OWNER/DEVELOPER SHALL INSTALL PERIMETER FENCING ON NORTH, EAST AND SOUTH PROPERTY LINES OF THE SUBDIVISION. EACH LOT OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE FOR SAID FENCING ABUTTING THEIR LOT.

O. ANTENNAS

EXTERIOR TELEVISION, "CB", RADIO OR OTHER TYPES OF ANTENNA SHALL BE PROHIBITED, PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICES NOT EXCEEDING 20 INCHES IN DIAMETER AND NOT VISIBLE FROM THE FRONT BOUNDARY OF THE LOT, SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

PLOT DATE: Mon, 03 Jun 2019 FILE: P:\17\12\1-BIXBY MEADOWS\BIXBY MEADOWS

PRELIMINARY PLAT

Bixby Meadows

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE W/2 OF SECTION TWENTY-ONE (21), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

OWNER/DEVELOPER

WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

P. LOT MAINTENANCE AND LANDSCAPING

EACH LOT SHALL BE PROFESSIONALLY LANDSCAPED AND FULLY SODDED PRIOR TO OCCUPANCY. EACH LOT SHALL INSTALL, OPERATE, AND MAINTAIN AN UNDERGROUND, PERMANENT IRRIGATION SYSTEM THAT COVERS THE FULL LOT. EACH LOT SHALL BE REQUIRED TO INSTALL AND MAINTAIN, AT LEAST ONE TREE IN THE FRONT YARD, MINIMUM 2" IN DIAMETER.

THE ASSOCIATION SHALL SELECT A VENDOR FOR YARD MAINTENANCE AS A PORTION OF THE LOT OWNER'S DUES. THE LOT OWNERS AUTHORIZE ANY SUCH VENDOR SELECTED BY THE HOMEOWNER'S ASSOCIATION TO ACCESS THE LOTS IN ORDER TO PERFORM YARD MAINTENANCE AND LANDSCAPING SERVICES. ANY LOT OWNER THAT OPTS OUT OF THIS SERVICE WILL NOT RECEIVE ANY DUES REDUCTION. LOTS THAT OPT OUT OF THIS SERVICE ARE REQUIRED TO MAINTAIN THEIR LOTS TO THE SUBDIVISION STANDARD. NO ADDITIONAL OUTSIDE YARD VENDORS THAT PERFORM SIMILAR YARD MAINTENANCE SERVICES ARE ALLOWED.

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT UNSIGHTLY GROWTH OF WEEDS OR TALL GRASS.

Q. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS, MOTORHOMES AND SIMILAR RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS IF IN VIEW FROM AN ADJOINING STREET OR FROM AN ADJOINING LOT.

R. CLOTHESLINES AND TRASH RECEPTACLES

EXTERIOR CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED, GARBAGE CANS AND OTHER TRASH RECEPTACLES SHALL BE OUT OF VIEW FROM ANY ADJOINING STREET OR FROM ANY ADJOINING LOT EXCEPT DURING REASONABLE TIMES NECESSARY TO PERMIT CURBSIDE PICKUP. ONLY ONE COMMERCIAL TRASH SERVICE AT ANY TIME SHALL BE PERMITTED TO OPERATE WITHIN THE SUBDIVISION. SAID TRASH SERVICE SHALL BE DESIGNATED BY THE BOARD OF THE ASSOCIATION.

S. MAILBOXES

AS LONG AS A RURAL TYPE MAILBOX IS IN USE IN BIXBY MEADOWS FOR UNITED STATES POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS APPLICABLE TO THE SUBDIVISION AS ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY SIX (6) INCHES IN THE BASE OF THE CURB AND SIX (6) FEET FROM THE "INSIDE EDGE" OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTIGUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE FORTY-TWO (42) INCHES FROM STREET LEVEL.

T. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD, OR KEPT EXCEPT THAT TWO DOGS, TWO CATS, OR OTHER CUSTOMARY HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT USED FOR COMMERCIAL PURPOSES. FOR THE PURPOSES OF THIS PARAGRAPH III.T, POT-BELLIED PIGS, PONIES AND KANGAROOS ARE NOT CUSTOMARY HOUSEHOLD PETS.

U. NOXIOUS ACTIVITY

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

V. SIGNAGE

NO SIGN OTHER THAN CUSTOMARY NAME PLATE AND ADDRESS SHALL BE LOCATED ON ANY LOT IN PUBLIC VIEW, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. NO RENT OR LEASE SIGNS ARE ALLOWED.

W. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS, THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

X. SPORTING EQUIPMENT, PLAY STURCTURES/TRAMPOLINES

NO BASKETBALL GOALS OR OTHER SPORTING EQUIPMENT SHALL BE VISIBLE FROM THE STREET. PLAY STRUCTURES AND TRAMPOLINES ARE RESTRICTED TO BACK AND SIDE YARDS AND MUST BE SETBACK A MINIMUM OF FIVE FEET (5 FT.) FROM ALL PROPERTY LINES. PLAY STRUCTURES IN EXCESS OF TEN FEET (10 FT.) IN HEIGHT MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO INSTALLATION. TRAMPOLINES ARE PERMITTED IN REAR YARDS PROVIDED THEY DO NOT EXCEED SIX FEET (6 FT.) IN HEIGHT AND ARE OUT OF VIEW OF ADJOINING LOT OWNERS.

Y. ON STREET PARKING LIMITATIONS

ON - STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE ASSOCIATION MAY PERMIT, BY RULES AND REGULATIONS, ON- STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION. COMMERCIAL VEHICLES PERFORMING MAINTENANCE AND REPAIRS SHALL NOT EXCEED 24 HOURS AT ANY ONE PERIOD OF TIME.

SECTION III. HOMEOWNERS ASSOCIATION

A. FORMATION OF HOMEOWNERS ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN BIXBY MEADOWS 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 BIXBY MEADOWS. 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.

B. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN BIXBY MEADOWS 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.

C. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN BIXBY MEADOWS 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 IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND 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, PRIVATE RESTRICTIONS AND SECTION IV, 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 BIXBY MEADOWS 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. THE COVENANTS CONTAINED WITHIN SECTION II, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY WEST AVENUE INVESTMENTS, LLC DURING SUCH PERIOD THAT WEST AVENUE INVESTMENTS, LLC IS THE OWNER OF AT LEAST 5 RESIDENTIAL LOTS WITHIN BIXBY MEADOWS OR ALTERNATIVELY THE COVENANTS CONTAINED WITHIN SECTION II MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE RESIDENTIAL LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY WEST AVENUE INVESTMENTS, LLC (DURING ITS OWNERSHIP OF AT LEAST 5 RESIDENTIAL LOTS), AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF 75% OF THE RESIDENTIAL LOTS WITHIN BIXBY MEADOWS, THE INSTRUMENT EXECUTED BY WEST AVENUE INVESTMENTS, LLC SHALL PREVAIL DURING THE TIME OF WEST AVENUE INVESTMENTS, LLC'S OWNERSHIP OF AT LEAST 5 RESIDENTIAL LOTS, THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, 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, WEST AVENUE INVESTMENTS, LLC HAS EXECUTED THIS INSTRUMENT THE _____DAY OF _____, 2019.

WEST AVENUE INVESTMENTS, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
GLENN SHAW, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ___TH DAY OF _____, 2019, BY GLENN SHAW, MANAGER OF WEST AVENUE INVESTMENTS, 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 "BIXBY MEADOWS" 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 ___TH DAY OF _____, 2019, 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 20, 2019
COMMISSION NUMBER: 11010522

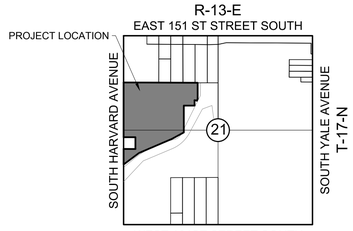
PLOT DATE: Mon, 03 Jun 2019 FILE: P:\17321-BIXBY MEADOWS\BIXBY MEADOWS

CONCEPTUAL IMPROVEMENTS

Bixby Meadows

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE W/2 OF SECTION TWENTY-ONE (21), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

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



LOCATION MAP
SCALE: 1"=2000'

OWNER/DEVELOPER
WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

LEGEND

B/L	BUILDING LINE
U/E	UTILITY EASEMENT
FL/E	FENCE EASEMENT
WL	EXISTING WATER LINE
SS	EXISTING SANITARY SEWER LINE
WL	PROPOSED WATER LINE
SS	PROPOSED SANITARY SEWER LINE
	PROPOSED STORM SEWER LINE
	PROPOSED ASPHALT PAVEMENT

FLOODPLAIN

1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN AS SHOWN ON FIRM PANELS "40143C0433L" & "40143C0445L" DATED OCTOBER 16, 2012

CONTACTS

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

UTILITIES

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

PUBLIC SERVICE COMPANY OF OKLAHOMA
212 E. 6TH ST.
TULSA, OK 74119
1-888-216-3523

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

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

RWD #6 OKMULGEE CO.
11003 HECTORVILLE RD.
MOUNDS, OK 74047-0340
918-827-6350

PLOT DATE: Mon, 03 Jun 2019 FILE: P:\17\17-21-BIXBY MEADOWS\BIXBY MEADOWS

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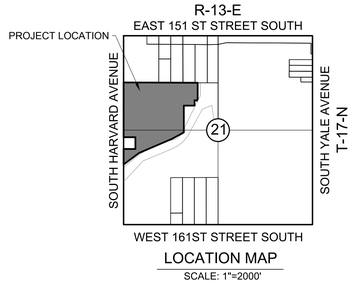

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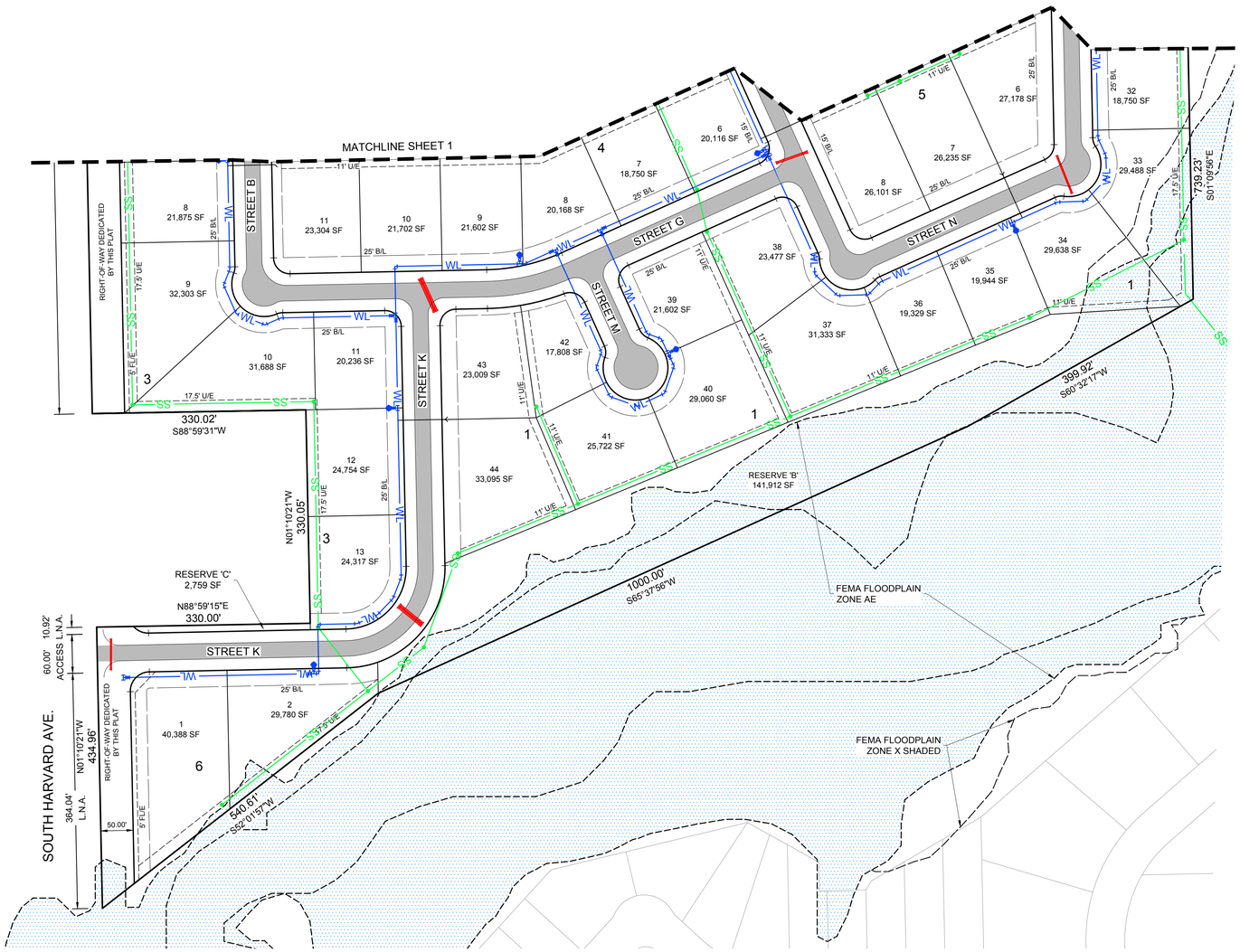

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