

Bixby Technical Advisory Committee Meeting Agenda

**Location Changed To:
Zoom- Online Meeting**

Wednesday, September 7, 2022 | 10:00 A.M.

Technical Advisory Committee Members

Matthew Riley - A.E.P.-P.S.O.
Steve Williams- A.E.P.-P.S.O.
Aaron Smith - A.E.P.-P.S.O.
Kevin Bender- A.T.&T.
Richard Ryann-B.T.C. Broadband
Tony Gonzalez-B.T.C. Broadband
Susan Bevard- B.T.C. Broadband
Chad Jones- B.T.C. Broadband
Rob Miller-Bixby Public Schools
Lydia Wilson-Bixby Public Schools
Bea Aamodt- Bixby Public Works Director
Donna Crawford- Bixby Assistant City Planner
Jon Brown- Bixby Special Projects
Heath Wright- Bixby Utilities & Water
Mike Butler- Bixby Fire Marshal
Andy Choate- Bixby Assistant Police Chief
Richard Hakel- Cox

Loyda Mercado- Cox
Patty Hatfield- Cox R.O.W. Agent
Christopher Long- Cox R.O.W. Agent
Marty Lademan-Creek County R.W.D. #2
Cynthia Hubbell-Creek County R.W.D. #2
Billy Moore-East Central Electric
Bill Dangott- East Central Electric
Steve Whitehouse- O.G. & E.
Tim Dobrinski- O.G. & E.
Keith Melson- O.G. & E.
Brandon Rainbolt- O.N.G.
Donald Kafer- O.N.G.
Chris Stobaugh-U.S.P.S. Bixby
Aaron Grodi- Windstream
Joel Ostrenga- Windstream

1. B.X.S.P. - 22.04 126 and Memorial Office #1 Site Plan

Applicant, W Design

Discussion and review of site plan for 126 and Memorial Office #1.

General Location: West of S Memorial Dr & South of E 121st St So

2. B.X.S.P. - 22.05 Marlee Office #2 Site Plan

Applicant, W Design

Discussion and review of site plan for Marlee Office #2.

General Location: West of S Memorial Dr & South of E 121st St So

Persons who require a special accommodation to participate in this meeting should contact Justin Dowd, City Engineer, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430, or email [Justin Dowd](mailto:JDowd@BixbyOK.gov) (JDowd@BixbyOK.gov) as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunications Device for the Deaf (T.D.D.) 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.

3. B.X.P.T. 22.15 Crossing at Conrad Village Final Plat

Applicant, Tanner Consulting

Discussion and review of Final Plat, Crossing at Conrad Village, 50.750 Acres, One Hundred Forty-three (143) Lots, Nine (9) Blocks, with Five (5) Reserve Areas, an undeveloped parcel for the purpose of residential development, in Section 23, Township 17 North, and Range 13 East

General Location: West of S Memorial Dr & South of E 151st St S

This Notice and Agenda was posted on the bulletin board on or before 10:00 a.m., September 6th, 2022, at City Hall, 116 West Needles, Bixby, Oklahoma.

Respectfully submitted,

Justin Dowd, City Engineer

Persons who require a special accommodation to participate in this meeting should contact Justin Dowd, City Engineer, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430, or email [Justin Dowd](mailto:JDowd@BixbyOK.gov) (JDowd@BixbyOK.gov) as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunications Device for the Deaf (T.D.D.) 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.

GENERAL NOTES

DETAILED SITE PLAN

- A. ALL DIMENSIONS SHOWN ARE MEASURED FROM PROPERTY LINE, FACE OF CURB, OR FACE OF BUILDING, UNLESS NOTED OTHERWISE.
- B. CONTRACTOR SHALL MAINTAIN A TWO (2) FOOT SEPARATION BETWEEN GAS LINE CONDUITS AND ALL OTHER CONDUIT LINES.
- C. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF ALL CONDUITS PRIOR TO THE INSTALLATION OF PAVING.
- D. BUILDINGS SHOWN ON THIS PLAN ARE REPRESENTATIVE ONLY AND NOT FOR CONSTRUCTION, REFER TO ARCHITECTURAL DRAWINGS.
- E. CONTRACTOR TO COORDINATE ALL UTILITY SERVICES WITH THEIR RESPECTIVE SUPPLIER.
- F. ALL UTILITY SERVICE CONNECTIONS SHALL BE INSTALLED AS REQUIRED PER RESPECTIVE CITY CODES AND SPECIFICATIONS.
- G. ACCESSIBLE PARKING STALL SIGNS SHALL BE CENTERED ON THEIR RESPECTIVE PARKING STALL. SIGNS SHALL BEAR THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND ONE SIGN SHALL ALSO BE LABELED VAN ACCESSIBLE. BOTTOM OF SIGNS SHALL BE A MINIMUM OF 60" AND A MAXIMUM OF 72" ABOVE THE SIDEWALK.
- H. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION.
- I. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION STAKING.
- J. NO LIGHT POLE SITE LIGHTING. ALL PARKING LIGHTING IS PROVIDED FROM BUILDING MOUNTED SHIELDED LIGHTING FIXTURES.
- K. PATCH AND REPAIR ANY EXISTING SITE ELEMENTS (SOIL, LANDSCAPE, PAVING, ETC.) DISTURBED DURING THE CONSTRUCTION PROCESS.
- L. CONTRACTOR TO ENSURE AREAS OF NEW PAVING ALONG THE EGRESS ROUTE ADJOINING EXISTING HORIZONTAL SURFACES SHALL BE FLUSH IN NATURE WITH LESS THAN 1/4" VERTICAL RISE.
- M. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE SITE PRIOR TO BIDDING TO INSPECT THE SITE AND FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS AFFECTING AREAS OF NEW CONSTRUCTION. THE CONTRACTOR SHALL NOT DISPUTE OR ASSERT THAT THERE IS ANY MISUNDERSTANDING IN REGARDS TO LOCATION, EXTENT, NATURE OR AMOUNT OF WORK TO BE PERFORMED UNDER THIS CONTRACT DUE TO THE CONTRACTOR'S FAILURE TO PERFORM THESE DUTIES.
- N. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UNDERGROUND UTILITIES IN ALL AREAS AFFECTED BY NEW WORK PRIOR TO COMMENCEMENT OF ANY EXCAVATION. EXISTING UTILITIES SHOWN ON THE DRAWINGS ARE APPROXIMATE ROUTING LOCATIONS AS BEST DETERMINED FROM EXISTING SURVEY BUT SHOULD NOT BE CONSTRUED TO REPRESENT ALL EXISTING UTILITIES.
- O. FIELD VERIFY IS DEFINED AS FOLLOWS: THE GENERAL CONTRACTOR IS REQUIRED TO FIELD SURVEY THE NOTED CONDITION AND/OR DIMENSION PRIOR TO CONSTRUCTION OR PREPARATION OF SUBMITTAL SHOP DRAWINGS AND INTEGRATE FIELD SURVEY INFORMATION INTO THE CONSTRUCTION



EXISTING UNDERGROUND LINES HAVE BEEN SHOWN TO THE EXTENT KNOWN AND PLANS HAVE BEEN SENT TO THE AFFECTED UTILITY OWNERS FOR VERIFICATION OF EXISTING LINES. BEFORE YOU DIG, CONTACT OKIE: 1-800-522-6543.

A T & T COMPANY
CDX COMMUNICATIONS
OKLAHOMA NATURAL GAS COMPANY
SOUTHWESTERN BELL TELEPHONE COMPANY
AMERICAN ELECTRIC POWER (PSD)

SITE DATA: PUD 76

**SOUTH MEMORIAL BUSINESS PARK: LOT 13 BLK 1
DEVELOPMENT AREA H**

LAND AREA SUMMARY

LOT 13 LAND AREA 15,950 SF (.366 ACRES)

LANDSCAPE AREA REQUIRED 1,595 SF (10%)
LANDSCAPE AREA PROVIDED 3,994 SF (39.9%)

SITE DATA:

ZONING SHOPPING CENTER DISTRICT (CS)
FIRST FLOOR BUILDING AREA: 6,365 SF
SECOND FLOOR BUILDING AREA: 6,149 SF
BUILDING HEIGHT PERMITTED: 40'
TALLEST BUILDING HEIGHT PROPOSED: 39'-7" TOP OF RIDGE

PROPOSED FLOOR AREA RATIO: .50

PARKING SPACE REQUIREMENT:

OFFICE / RATIO PER USE: 1/350
NUMBER OF SPACES REQUIRED: 35
NUMBER OF EXISTING SPACES PROVIDED: 19 (SHARED PARKING DEVELOPMENT)

ACCESSIBLE SPACES REQUIRED: 1 VAN / 1 STANDARD
ACCESSIBLE SPACES PROVIDED: 2 (ALL CLASSIFY AS VAN)

IMPERVIOUS AREA:

TOTAL SITE AREA (LOT 13) 15,950 SF (.35 AC)
EXISTING IMPERVIOUS AREA: 15,950 SF
PROPOSED IMPERVIOUS AREA: 14,058 SF
NET DECREASE: 1,892 SF

SETBACKS:

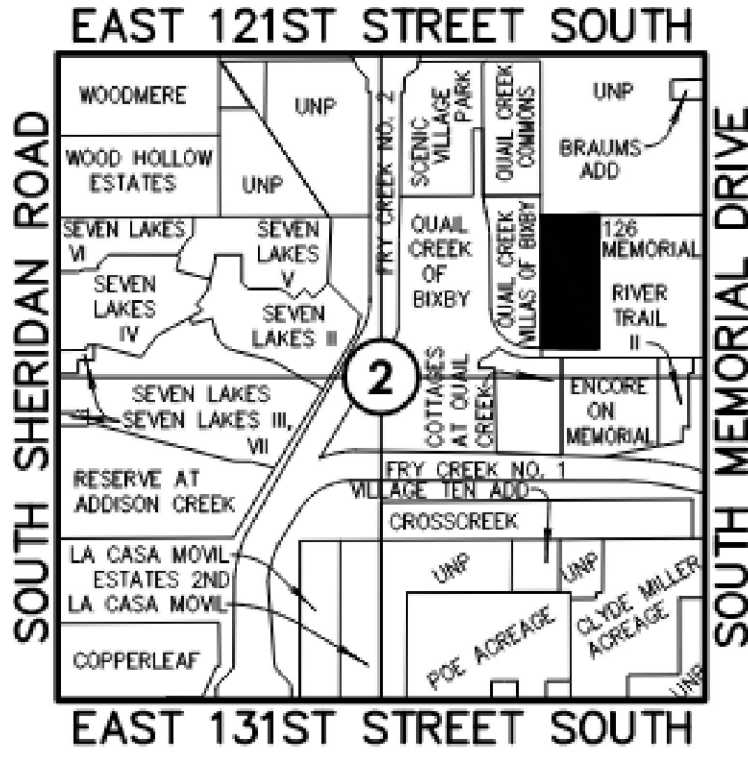
REQUIRED:
FROM NON-ARTERIAL STREET ROW: 25'
FROM RESIDENTIAL DEVELOPMENT AREA: 50'
FROM OTHER BOUNDARY: 20'

LEGAL DESCRIPTION:

LOT 13, BLOCK 1, SOUTH MEMORIAL BUSINESS PARK, CITY OF BIXBY, STATE OF OKLAHOMA

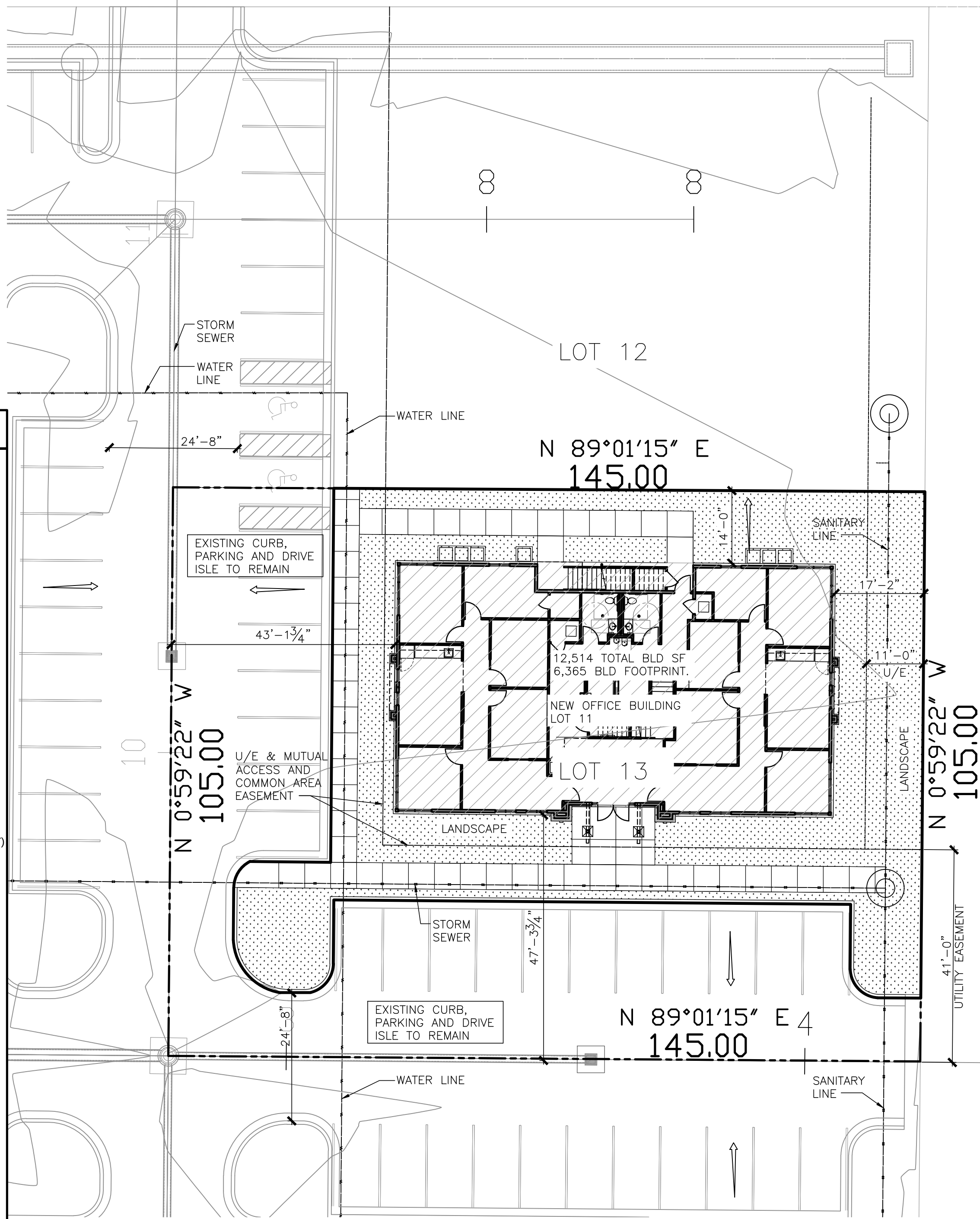
EXTERIOR LIGHTING:

NO POLE LIGHTS PROVIDED.



Location Map

Scale: 1"= 2000'



2 ENLARGED SITE PLAN

SCALE: 1/16" = 1'-0"

SCALE: 1/16"=1'-0"



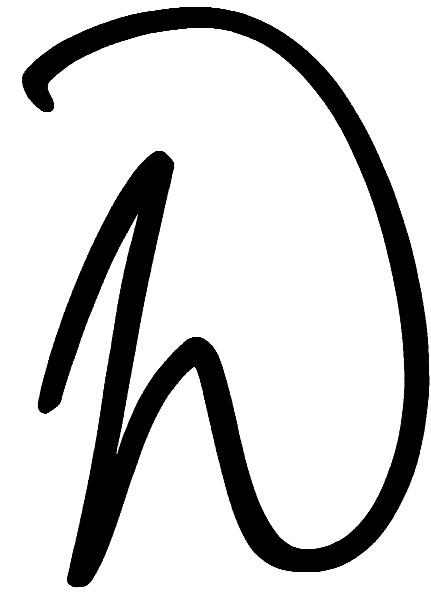
NOTE: GC TO FIELD VERIFY EXISTING ACCESSIBLE PARKING AND AISLE GRADING SLOPE DOES NOT EXCEED 1:48 SLOPE



1 OVERALL SITE PLAN

SCALE: 1/64" = 1'-0"

SCALE: 1/64"=1'-0"



ARCHITECTURE & INTERIORS

608 E. 3rd Street

Tulsa, OK 74120

Office: 918.794.6616

Fax: 918.794.6602

www.wdesignsite.com

SEAL:



07/06/2022

WELDON BOWMAN, AIA

OK LICENSE NO. 6042

CA# 02461 EXPIRES 06/30/2023

PROJECT:

126 AND
MEMORIAL
OFFICE #1

PROJECT #
22087

7643 E 126TH ST S
BIXBY, OK
74008

CONSULTANT:

REVISIONS:

ISSUE DATE:

07.06.2022

SHEET NAME:

ARCHITECTURAL
SITE PLAN

SHEET #:

A101

DRAWN BY:

CBS

GENERAL NOTES

LANDSCAPE PLAN

- A. CALL OKIE PRIOR TO DIGGING OR TRENCHING. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING AND NE UTILITY LINE ABOVE OR BELOW GROUND AND SHALL REPAIR ANY DAMAGE CAUSED DURING LANDSCAPE OR HARDSCAPE CONSTRUCTION ACTIVITIES AT NO COST TO THE OWNER.
- B. LOCATIONS OF ALL PLANT MATERIALS SHOWN ON PLANS IS APPROXIMATE AND MAY NEED TO BE FIELD ADJUSTED. OBTAIN LANDSCAPE ARCHITECTS APPROVAL PRIOR TO MAKING ANY MAJOR CHANGES. PLAN COUNTS SHOWN ABOVE ARE FOR CONVENIENCE, VERIFY ALL COUNTS ON PLANS PRIOR TO FINALIZING BID.
- C. ENSURE PROPER DRAINAGE AWAY FROM BUILDING AND OUT OF PLANTING BEDS IN DIRECTION ALREADY ESTABLISHED ON SITE.
- D. ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION AND NOT DESIGNATED AS PLANTS SHALL BE FINE GRADED WITH ADDITIONAL TOPSOIL AND SODDED WITH SOLID SLAB BERMUDA SOD.

CITY OF BIXBY ZONING CODE

LANDSCAPE PLAN

1. LANDSCAPE REQUIREMENTS PER CHAPTER 12 OF TITLE 11 ZONING REGULATIONS.
2. PER 11-12-3 B.1 - FOR LOTS TWO AND ONE-HALF ACRES OR LESS IN SIZE, NO PARKING SPACE SHALL BE LOCATED MORE THAN 50' FROM A LANDSCAPED AREA CONTAINING AT LEAST 30 SQ FT, WITH A MINIMUM WIDTH OR DIAMETER OF 5'. A LANDSCAPED AREA BY DEFINITION MUST CONTAIN AT LEAST ONE TREE.
3. PER 11-12-3-C.2 - FOR SURFACE PARKING AREA, ONE TREE FOR EACH 10 PARKING SPACES, WITH AT LEAST ONE TREE IN EACH REQUIRED LANDSCAPED AREA SHALL BE PRESERVED OR PLANTED. (19 SPACES = 2 TREES REQUIRED)

GENERAL NOTES

SITE PLAN

- A. PATCH AND REPAIR ANY EXISTING SITE ELEMENTS (SOIL, LANDSCAPE, PAVING, ETC.) DISTURBED DURING THE CONSTRUCTION PROCESS.
- B. CONTRACTOR TO ENSURE AREAS OF NEW PAVING ALONG THE EGRESS ROUTE ADJOINING EXISTING HORIZONTAL SURFACES SHALL BE FLUSH IN NATURE WITH LESS THAN 1/4" VERTICAL RISE.
- C. CONTRACTOR TO FURNISH WARNING BARRELS TO CONTROL ACCESS DURING CONSTRUCTION. ALL CONSTRUCTION ZONES SHOULD BE CLEARLY IDENTIFIED TO MINIMIZE PUBLIC CONFUSION.
- D. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE SITE PRIOR TO BIDDING TO INSPECT THE SITE AND FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS AFFECTING AREAS OF NEW CONSTRUCTION. THE CONTRACTOR SHALL NOT DISPUTE OR ASSERT THAT THERE IS ANY MISUNDERSTANDING IN REGARDS TO LOCATION, EXTENT, NATURE OR AMOUNT OF WORK TO BE PERFORMED UNDER THIS CONTRACT DUE TO THE CONTRACTOR'S FAILURE TO PERFORM THESE DUTIES
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- F. FIELD VERIFY IS DEFINED AS FOLLOWS: THE GENERAL CONTRACTOR IS REQUIRED TO FIELD SURVEY THE NOTED CONDITION AND/OR DIMENSION PRIOR TO CONSTRUCTION OR PREPARATION OF SUBMITTAL SHOP DRAWINGS AND INTEGRATE FIELD SURVEY INFORMATION INTO THE CONSTRUCTION

BED PREPARATION AND PLANTING

LANDSCAPE PLAN

- A. ELIMINATE ALL WEEDS AND GRASS IN PLANTING BED AREAS WITH ROUND-UP HERBICIDE PRIOR TO CONSTRUCTION. APPLY ACCORDING TO MANUFACTURER RECOMMENDATIONS. ALLOW 7 DAYS BEFORE DISTURBING THE SOIL. TILL AND RAKE OUT ROOTS OF BERMUDA GRASS IN DESIGNATED BED AREAS. PLANTING AREAS, NOT ADJACENT TO BUILDING, SHALL BE CULTIVATED TO A DEPTH OF 12". REMOVE ALL DEAD GRASS, WEEDS, ROOTS, ROCKS, AND OTHER DEBRIS. WORK INTO EXISTING SOIL: 6" DEPTH OF BACK TO NATURE 'NATURE'S BLEND', TO A DEPTH OF 12".
- B. PLANTING AREAS ADJACENT TO BUILDING AND WALKS TO BE EXCAVATED TO A MINIMUM 1' DEPTH REMOVING AS MUCH LIMESTONE AND OTHER CONSTRUCTION DEBRIS AS POSSIBLE. IF CLAY SUBSOIL IS DISCOVERED AT THE BOTTOM OF THE EXCAVATED AREA, TIL IN PELLETIZED GYPSUM AT A RATE OF 10 LBS. PER 100 SF. AFTER INCORPORATION OF GYPSUM ADD HIGH QUALITY TOPSOIL WIT BACK TO NATURES 'NATURE'S BLEND', AT A 50/50 MIXTURE, TO SUFFICIENT GRADE. REFER TO CIVIL DRAWINGS FOR PROPOSED GRADES NEXT TO BUILDING.
- C. ALL PLANTING AREAS TO BE INSTALLED WITH DEWITTS WEED BARRIER FABRIC.
- D. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FINE GRADING AND POSITIVE DRAINAGE OF ALL PLANTING BEDS. CONTRACTOR SHALL PROVIDE HIGH QUALITY TOP SOIL, WHERE NECESSARY, TO PROVIDE PROPER DRAINAGE.
- E. CONTRACTOR TO ADD OSMOCOTE 19-6-12 AT HIGHEST RATE SPECIFIED BY THE MANUFACTURER TO ALL BEDS AREAS PRIOR TO MULCHING.
- F. APPLY SHREDDED CYPRESS MULCH IN PLANTING BEDS TO A DEPTH OF 3" AFTER PLANT INSTALLATION.
- G. ALL SHRUBS TO BE PLANTED IN A PIT THAT IS TWICE AS WIDE AS THE ROOT BALL. PLANT SHRUBS 2" ABOVE FINISH GRADE TO ALLOW FOR PROPER DRAINAGE. REFER TO SHRUB PLANTING DETAIL FOR MORE INFORMATION.

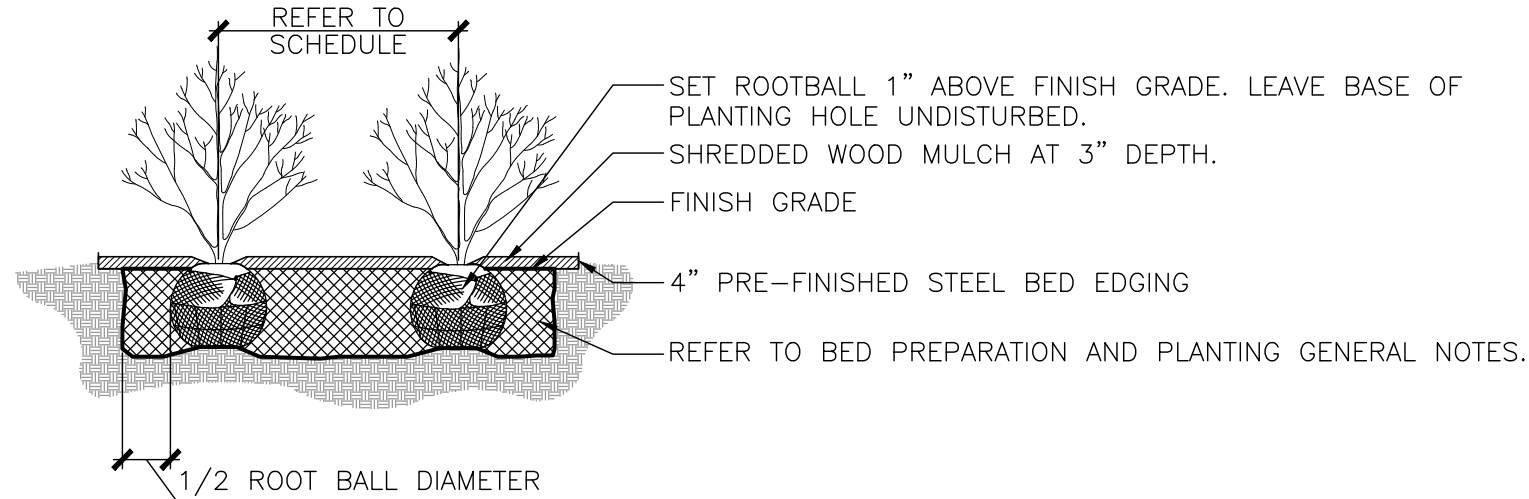
LEGEND

SOD / PLANTING AREA



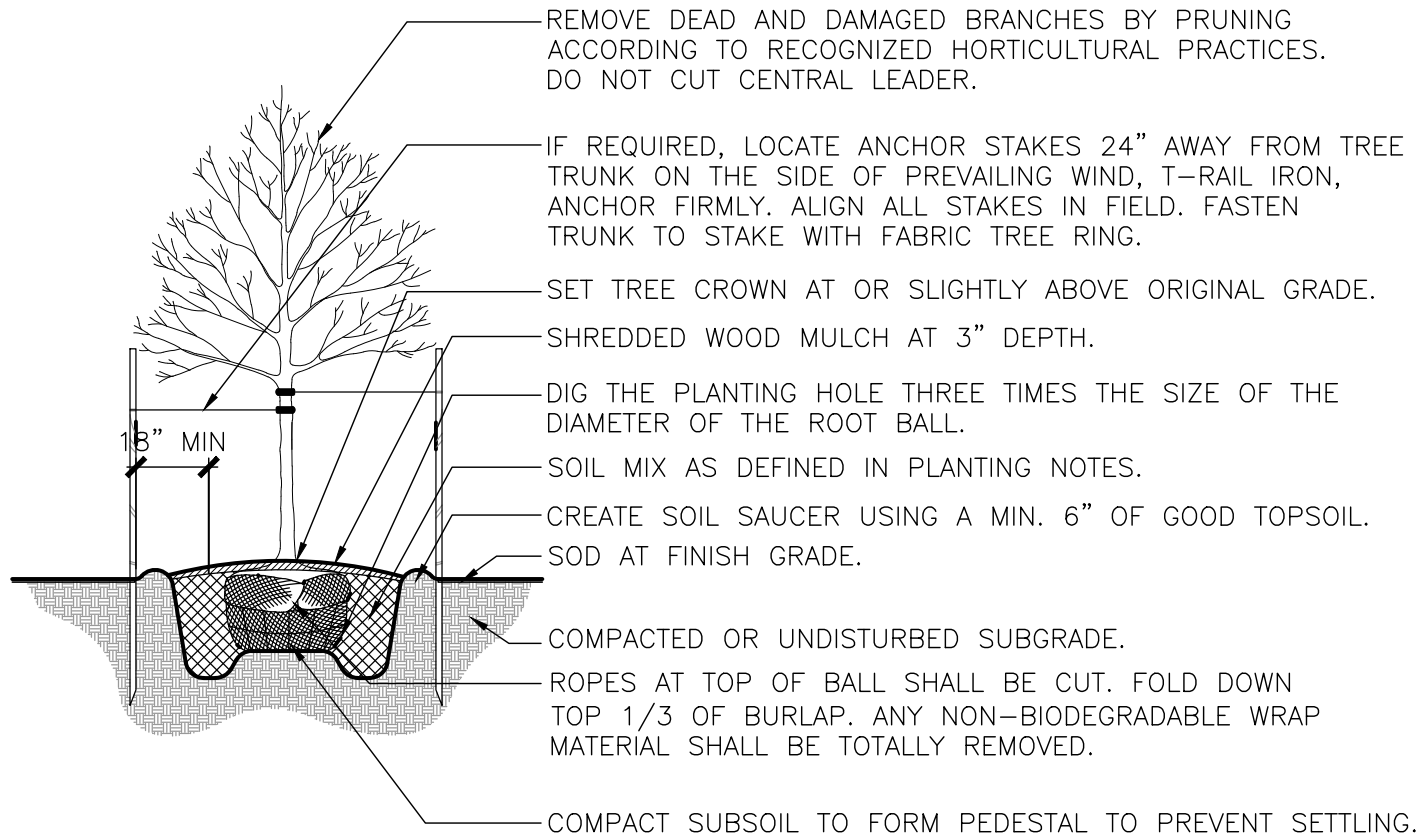
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A T & T COMPANY
COX COMMUNICATIONS
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AMERICAN ELECTRIC POWER (PSD)



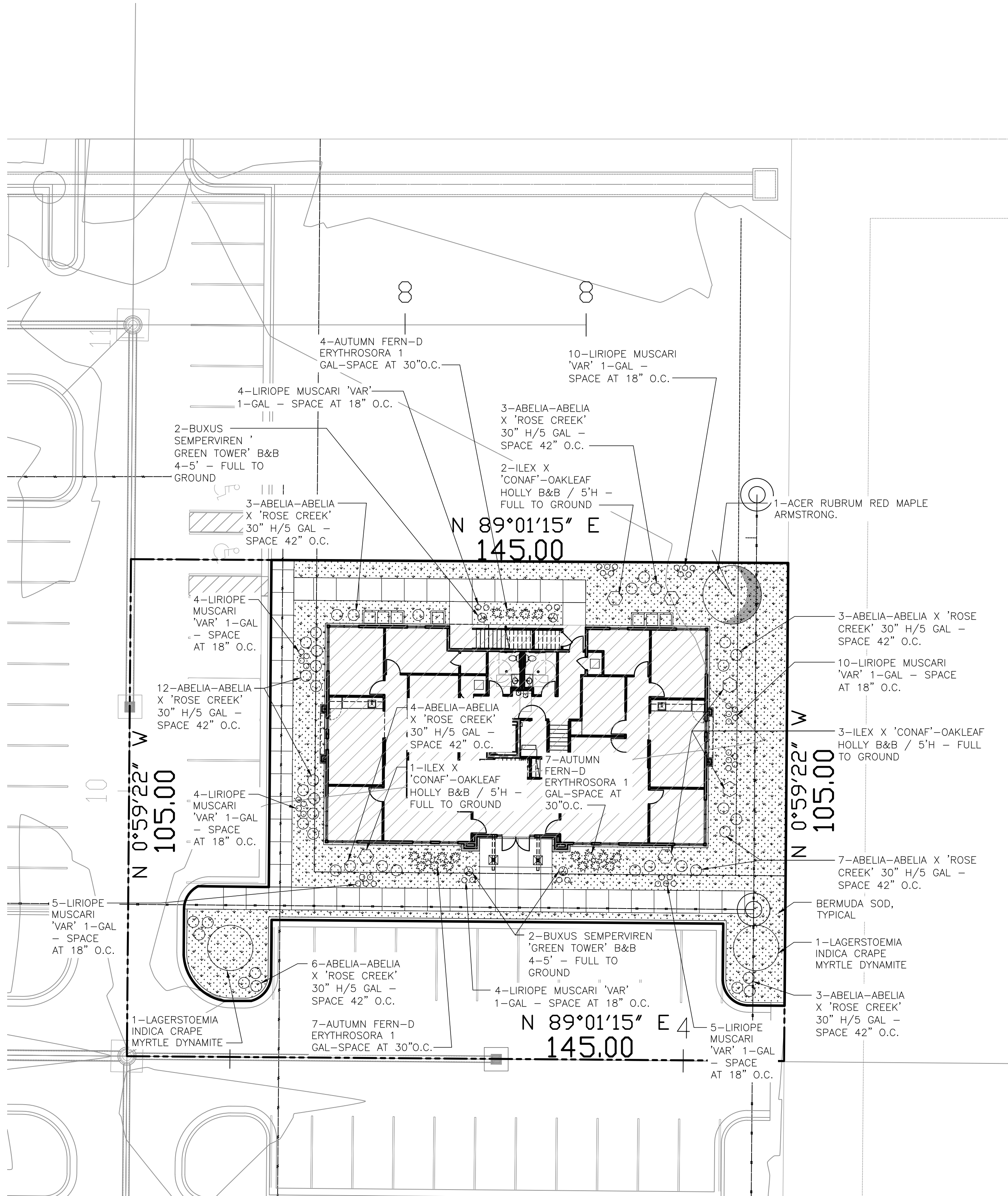
3 SHRUB MASS PLANTING DETAIL

SCALE: N.T.S.



2 TREE PLANTING DETAIL

SCALE: N.T.S.



1 ARCHITECTURAL LANDSCAPE PLAN

SCALE: 1/16"=1'-0"

0 16'-0" 32'-0"
SCALE: 1/16"=1'-0"

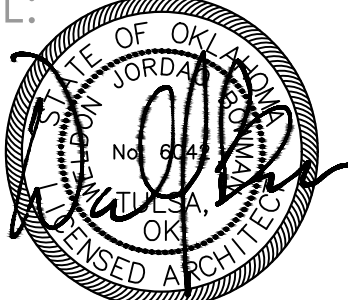


wdesign

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PROJECT:

126 AND
MEMORIAL
OFFICE #1

PROJECT #
22087

7643 E 126TH ST S
BIXBY, OK
74008

CONSULTANT:

REVISIONS:

ISSUE DATE:

07.06.2022

SHEET NAME:

LANDSCAPE
PLAN

SHEET #:

L101

DRAWN BY:
CBS

GENERAL NOTES

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- F. ALL UTILITY SERVICE CONNECTIONS SHALL BE INSTALLED AS REQUIRED PER RESPECTIVE CITY CODES AND SPECIFICATIONS.
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- I. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION STAKING.
- J. NO LIGHT POLE SITE LIGHTING. ALL PARKING LIGHTING IS PROVIDED FROM BUILDING MOUNTED SHIELDED LIGHTING FIXTURES.
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SOUTHWESTERN BELL TELEPHONE COMPANY
AMERICAN ELECTRIC POWER (PSD)

SITE DATA: PUD 76

SOUTH MEMORIAL BUSINESS PARK: LOT 1 BLK 3
DEVELOPMENT AREA H

LAND AREA SUMMARY

LOT 3 LAND AREA	13,049 SF (.30 ACRES)
LANDSCAPE AREA REQUIRED	1,305 SF (10%)
LANDSCAPE AREA PROVIDED	5,151 SF (39.4%)

SITE DATA:

ZONING	PUD 76 & CG
FIRST FLOOR BUILDING AREA:	3,181 SF
SECOND FLOOR BUILDING AREA:	2,958 SF
BUILDING HEIGHT PERMITTED:	40'
TALLEST BUILDING HEIGHT PROPOSED:	20'-9" TO BOTTOM OF EAVE

PROPOSED FLOOR AREA RATIO:

.24

PARKING SPACE REQUIREMENT:

OFFICE / RATIO PER USE:	1/350
NUMBER OF SPACES REQUIRED:	17.5
NUMBER OF EXISTING SPACES PROVIDED:	8 (SHARED PARKING DEVELOPMENT)

ACCESSIBLE SPACES REQUIRED:

1 VAN / 1 STANDARD

ACCESSIBLE SPACES PROVIDED:

2 (ALL CLASSIFY AS VAN)

IMPERVIOUS AREA:

TOTAL SITE AREA (LOT 3)	13,049 SF (.30 AC)
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EXISTING IMPERVIOUS AREA:

2,730 SF

PROPOSED IMPERVIOUS AREA:

4,277 SF

NET INCREASE:

4,277 SF

SETBACKS:

REQUIRED:

FROM NON-ARTERIAL STREET ROW:	25'
FROM RESIDENTIAL DEVELOPMENT AREA:	50'
FROM OTHER BOUNDARY:	20'

LEGAL DESCRIPTION:

LOT 3, BLOCK 1, SOUTH MEMORIAL BUSINESS PARK, CITY OF BIXBY, STATE OF OKLAHOMA

EXTERIOR LIGHTING:

NO POLE LIGHTS PROVIDED.

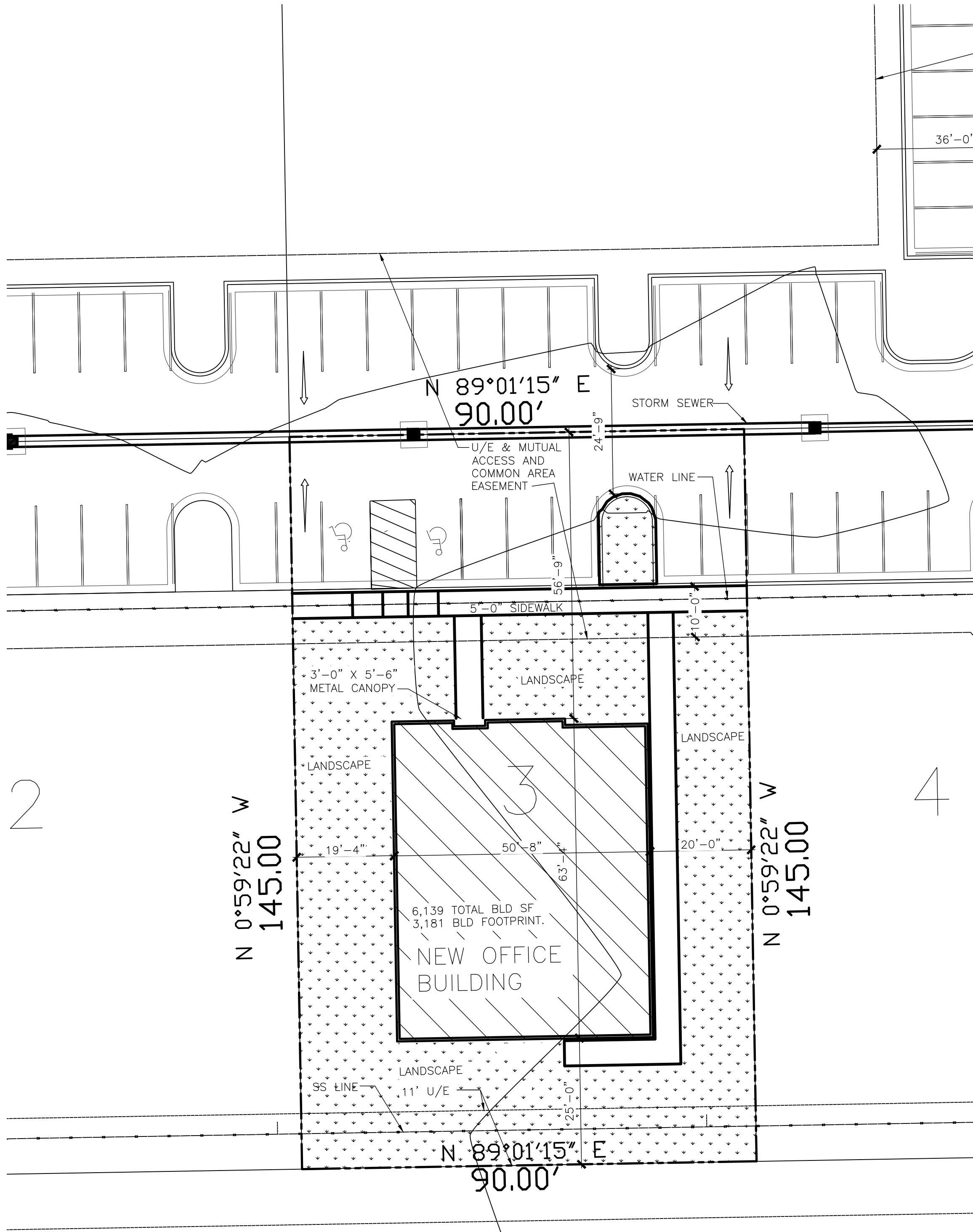


Location Map

Scale: 1"= 2000'



NOTE: ALL WATER TO BE DIRECTED TO STORM SEWER BASIN. NO WATER TO MY FLOW TO ADJACENT PROPERTY TO THE EAST



2 ENLARGED SITE PLAN

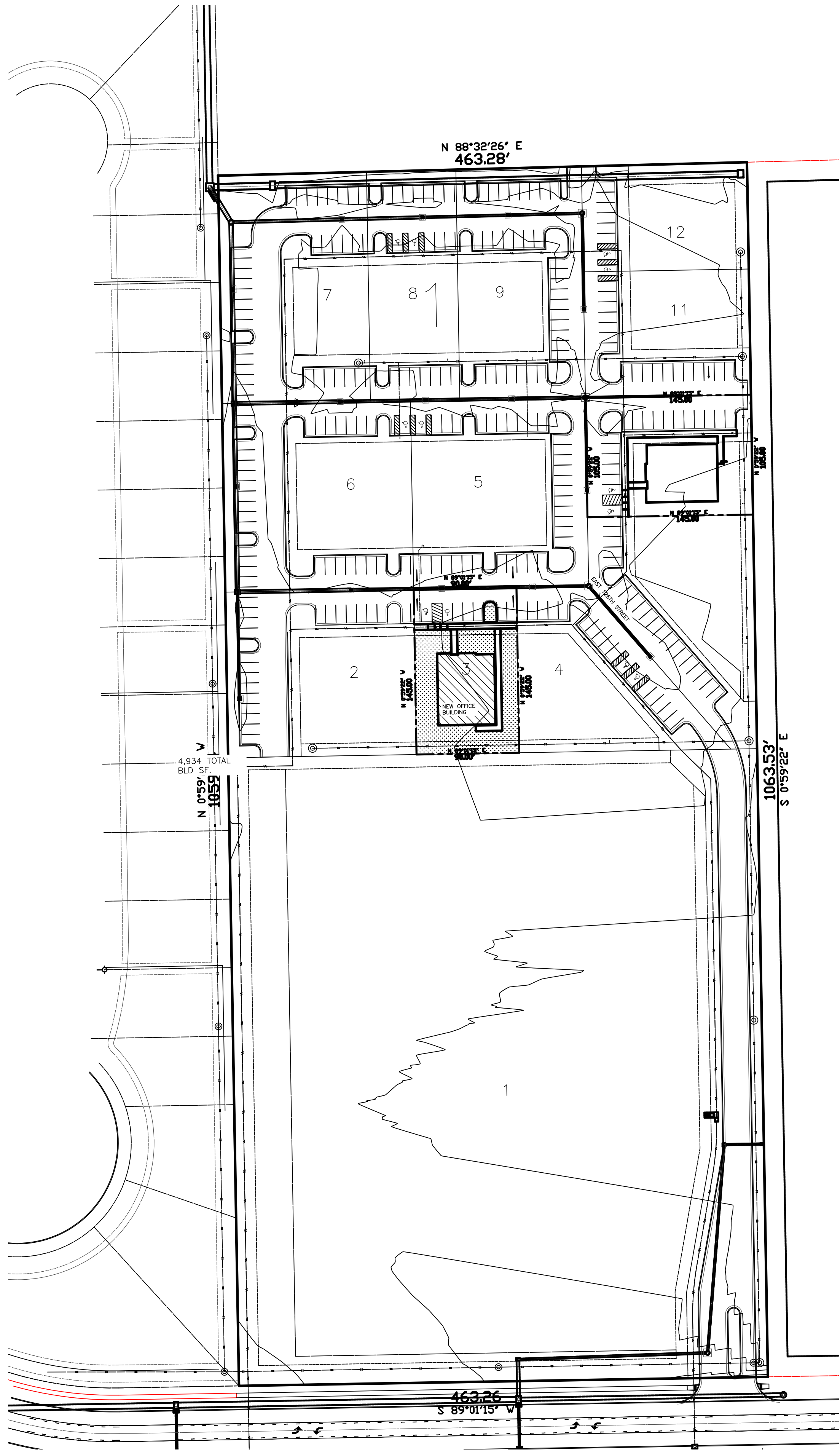
SCALE: 1/16" = 1'-0"

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SCALE: 1/16"=1'-0"



NOTE: GC TO FIELD VERIFY EXISTING ACCESSIBLE PARKING AND AISLE GRADING SLOPE DOES NOT EXCEED 1:48 SLOPE



1 OVERALL SITE PLAN

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

0 32'-0" 64'-0"

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



FOR CITY OF BIXBY SITE
PLAN APPROVAL ONLY



ARCHITECTURE & INTERIORS

608 East 3rd Street

Tulsa, OK 74120

Office: 918.794.6616

Fax: 918.794.6602

www.wdesignsite.com

SEAL:



8/03/2022
WELDON BOWMAN, AIA
OK LICENSE NO. 6042
CA# 02461 EXPIRES 06/30/2023

PROJECT:

MARLEE
OFFICE #2
(BIXBY)

PROJECT #
22139

7627 EAST 126TH
STREET SOUTH
BIXBY, OK
74008

CONSULTANT:

REVISIONS:

ISSUE DATE:

8.04.2022

SHEET NAME:

ARCHITECTURAL
SITE PLAN

SHEET #:

A101
DRAWN BY: DGP

GENERAL NOTES

LANDSCAPE PLAN

- A. CALL OKIE PRIOR TO DIGGING OR TRENCHING. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING AND NE UTILITY LINE ABOVE OR BELOW GROUND AND SHALL REPAIR ANY DAMAGE CAUSED DURING LANDSCAPE OR HARDSCAPE CONSTRUCTION ACTIVITIES AT NO COST TO THE OWNER.
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CITY OF BIXBY ZONING CODE

LANDSCAPE PLAN

1. LANDSCAPE REQUIREMENTS PER CHAPTER 12 OF TITLE 11 ZONING REGULATIONS.
2. PER 11-12-3 B.1 - FOR LOTS TWO AND ONE-HALF ACRES OR LESS IN SIZE, NO PARKING SPACE SHALL BE LOCATED MORE THAN 50' FROM A LANDSCAPED AREA CONTAINING AT LEAST 30 SQ FT, WITH A MINIMUM WIDTH OR DIAMETER OF 5'. A LANDSCAPED AREA BY DEFINITION MUST CONTAIN AT LEAST ONE TREE.
3. PER 11-12-3-C.2 - FOR SUREFACE PARKING AREA, ONE TREE FOR EACH 10 PARKING SPACES, WITH AT LEAST ONE TREE IN EACH REQUIRED LANDSCAPED AREA SHALL BE PRESERVED OR PLANTED. (19 SPACES = 2 TREES REQUIRED)

GENERAL NOTES

- A. PATCH AND REPAIR ANY EXISTING SITE ELEMENTS (SOIL, LANDSCAPE, PAVING, ETC.) DISTURBED DURING THE CONSTRUCTION PROCESS.
- B. CONTRACTOR TO ENSURE AREAS OF NEW PAVING ALONG THE EGRESS ROUTE ADJOINING EXISTING HORIZONTAL SURFACES SHALL BE FLUSH IN NATURE WITH LESS THAN ¼" VERTICAL RISE.
- C. CONTRACTOR TO FURNISH WARNING BARRELS TO CONTROL ACCESS DURING CONSTRUCTION. ALL CONSTRUCTION ZONES SHOULD BE CLEARLY IDENTIFIED TO MINIMIZE PUBLIC CONFUSION.
- D. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE SITE PRIOR TO BIDDING TO INSPECT THE SITE AND FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS AFFECTING AREAS OF NEW CONSTRUCTION. THE CONTRACTOR SHALL NOT DISPUTE OR ASSERT THAT THERE IS ANY MISUNDERSTANDING IN REGARDS TO LOCATION, EXTENT, NATURE OR AMOUNT OF WORK TO BE PERFORMED UNDER THIS CONTRACT DUE TO THE CONTRACTOR'S FAILURE TO PERFORM THESE DUTIES
- E. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UNDERGROUND UTILITIES IN ALL AREAS AFFECTED BY NEW WORK PRIOR TO COMMENCEMENT OF ANY EXCAVATION. EXISTING UTILITIES SHOWN ON THE DRAWINGS ARE APPROXIMATE ROUTING LOCATIONS AS BEST DETERMINED FROM EXISTING SURVEY BUT SHOULD NOT BE CONSTRUED TO REPRESENT ALL EXISTING UTILITIES
- F. FIELD VERIFY IS DEFINED AS FOLLOWS: THE GENERAL CONTRACTOR IS REQUIRED TO FIELD SURVEY THE NOTED CONDITION AND/OR DIMENSION PRIOR TO CONSTRUCTION OR PREPARATION OF SUBMITTAL SHOP DRAWINGS AND INTEGRATE FIELD SURVEY INFORMATION INTO THE CONSTRUCTION

BED PREPARATION AND PLANTING

LANDSCAPE PLAN

- A. ELIMINATE ALL WEEDS AND GRASS IN PLANTING BED AREAS WITH ROUND-UP HERBICIDE PRIOR TO CONSTRUCTION. APPLY ACCORDING TO MANUFACTURER RECOMMENDATIONS. ALLOW 7 DAYS BEFORE DISTURBING THE SOIL. TILL AND RAKE OUT ROOTS OF BERMUDA GRASS IN DESIGNATED BED AREAS. PLANTING AREAS, NOT ADJACENT TO BUILDING, SHALL BE CULTIVATED TO A DEPTH OF 12". REMOVE ALL DEAD GRASS, WEEDS, ROOTS, ROCKS, AND OTHER DEBRIS. WORK INTO EXISTING SOIL; 6" DEPTH OF BACK TO NATURE 'NATURE'S BLEND', TO A DEPTH OF 12".
- B. PLANTING AREAS ADJACENT TO BUILDING AND WALKS TO BE EXCAVATED TO A MINIMUM 1' DEPTH REMOVING AS MUCH LIMESTONE AND OTHER CONSTRUCTION DEBRIS AS POSSIBLE. IF CLAY SUBSOIL IS DISCOVERED AT THE BOTTOM OF THE EXCAVATED AREA, TIL IN PELLETTIZED GYPSUM AT A RATE OF 10 LBS. PER 100 SF. AFTER INCORPORATION OF GYPSUM ADD HIGH QUALITY TOPSOIL WIT BACK TO NATURES 'NATURE'S BLEND', AT A 50/50 MIXTURE, TO SUFFICIENT GRADE. REFER TO CIVIL DRAWINGS FOR PROPOSED GRADES NEXT TO BUILDING.
- C. ALL PLANTING AREAS TO BE INSTALLED WITH DEWITTS WEED BARRIER FABRIC.
- D. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FINE GRADING AND POSITIVE DRAINAGE OF ALL PLANTING BEDS. CONTRACTOR SHALL PROVIDE HIGH QUALITY TOP SOIL, WHERE NECESSARY, TO PROVIDE PROPER DRAINAGE.
- E. CONTRACTOR TO ADD OSMOCOTE 19-6-12 AT HIGHEST RATE SPECIFIED BY THE MANUFACTURER TO ALL BEDS AREAS PRIOR TO MULCHING.
- F. APPLY SHREDDED CYPRESS MULCH IN PLANTING BEDS TO A DEPTH OF 3" AFTER PLANT INSTALLATION.
- G. ALL SHRUBS TO BE PLANTED IN A PIT THAT IS TWICE AS WIDE AS THE ROOT BALL. PLANT SHRUBS 2" ABOVE FINISH GRADE TO ALLOW FOR PROPER DRAINAGE. REFER TO SHRUB PLANTING DETAIL FOR MORE INFORMATION.

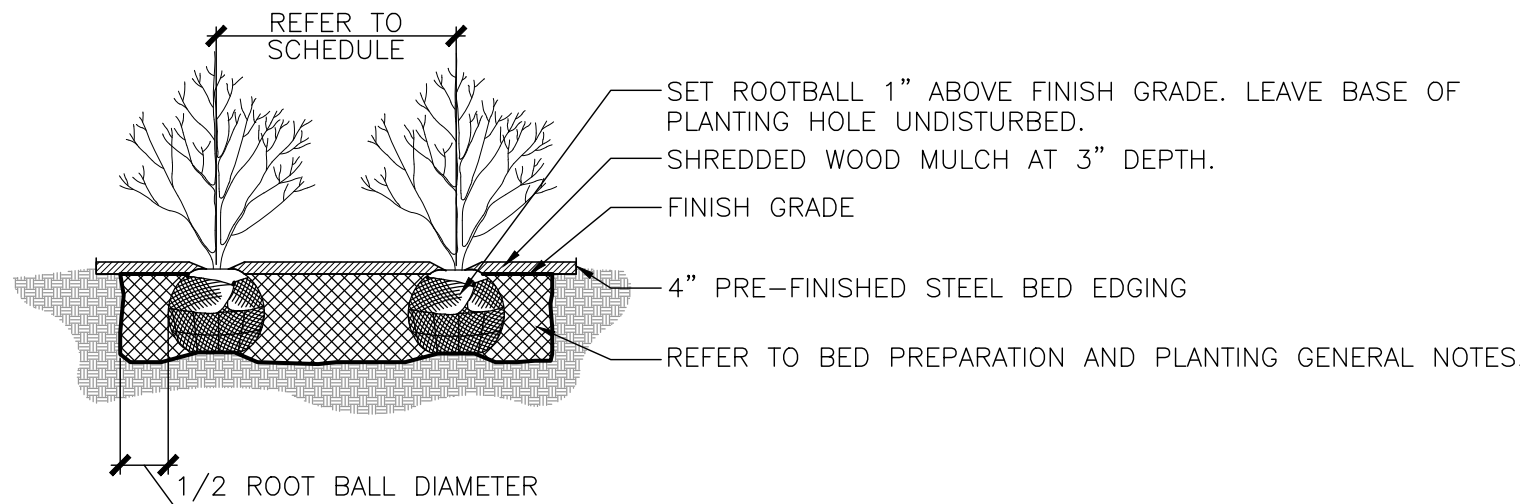
LEGEND

SOD / PLANTING AREA .



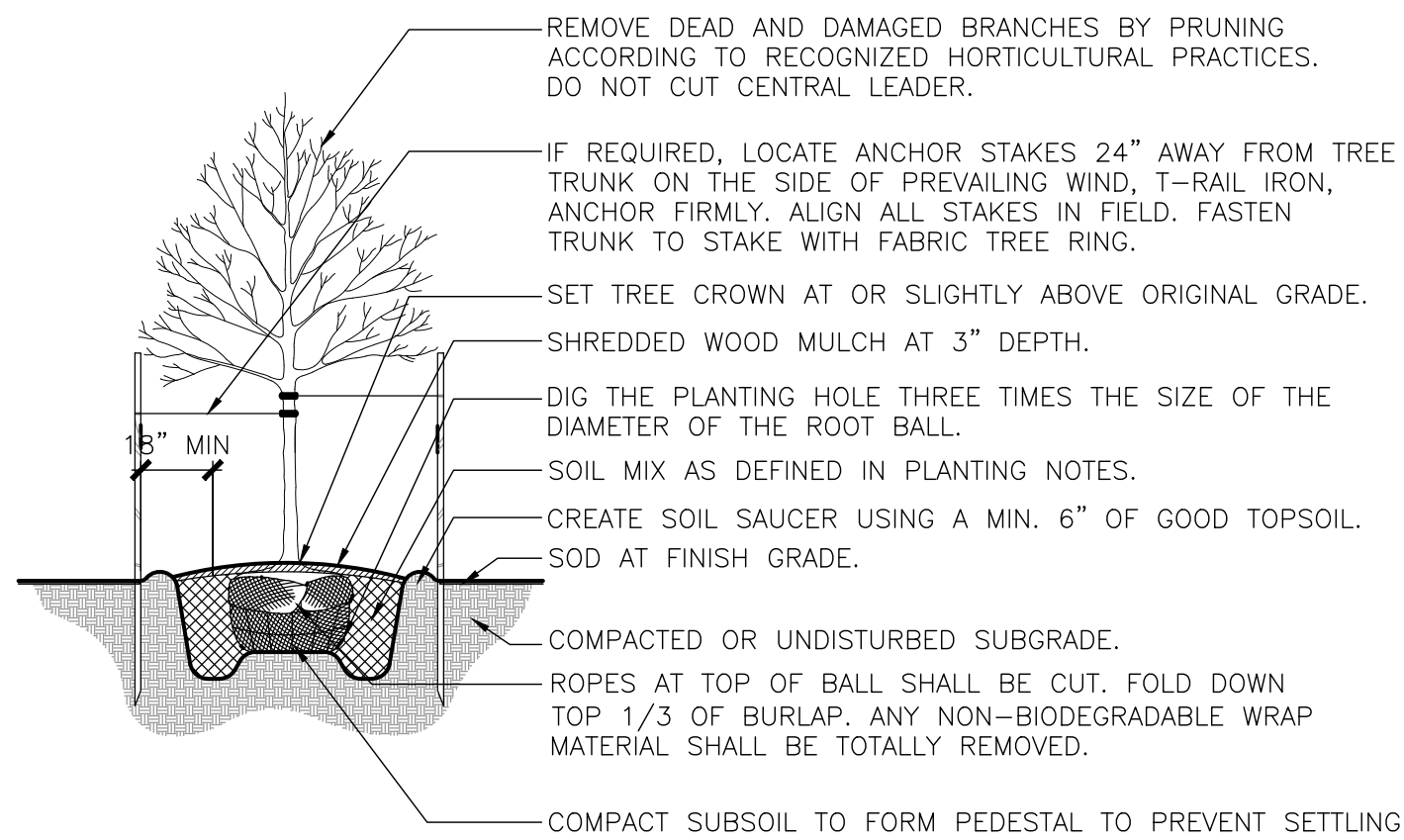
EXISTING UNDERGROUND LINES HAVE BEEN SHOWN TO THE EXTENT KNOWN AND PLANS HAVE BEEN SENT TO THE AFFECTED UTILITY OWNERS FOR VERIFICATION OF EXISTING LINES. BEFORE YOU DIG, CONTACT OKIE: 1-800-522-6543.

A T & T COMPANY
CDX COMMUNICATIONS
OKLAHOMA NATURAL GAS COMPANY
SOUTHWESTERN BELL TELEPHONE COMPANY
AMERICAN ELECTRIC POWER (PSD)



3 SHRUB MASS PLANTING DETAIL

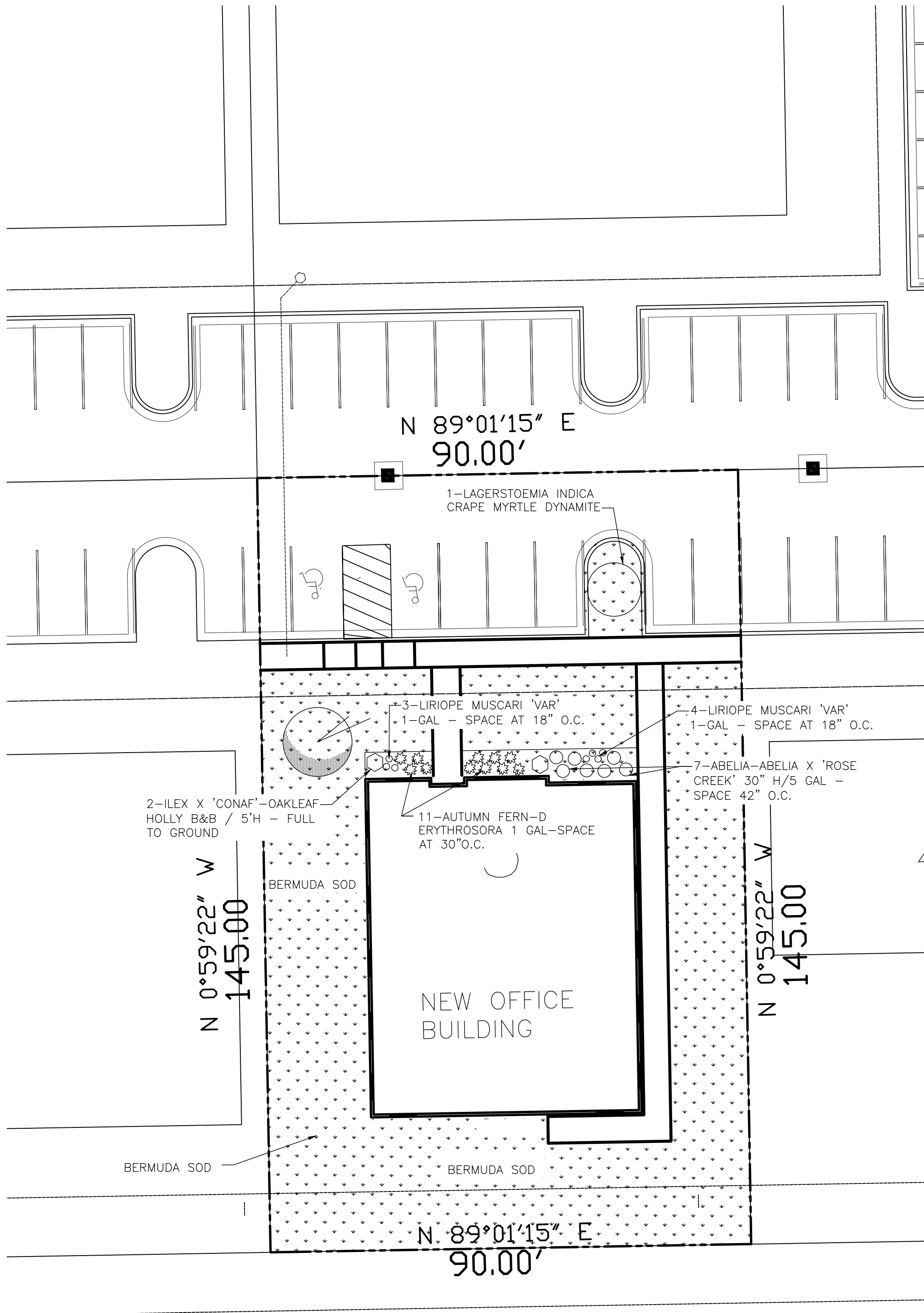
SCALE: N.T.S.



2 TREE PLANTING DETAIL

SCALE: N.T.S.

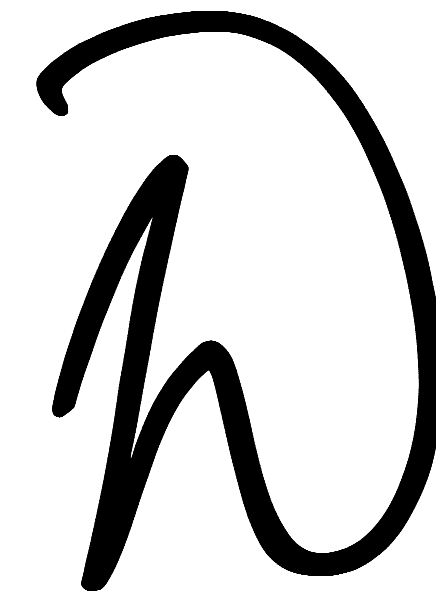
FOR CITY OF BIXBY SITE
PLAN APPROVAL ONLY



1 ARCHITECTURAL LANDSCAPE PLAN

SCALE: 1/16" = 1'-0"

0 16'-0" 32'-0"
SCALE: 1/16" = 1'-0"



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www.wdesignsite.com

SEAL:



8/03/2022
WELDON BOWMAN, AIA
OK LICENSE NO. 6042
CA# 02461 EXPIRES 06/30/2023

PROJECT:

MARLEE
OFFICE #2
(BIXBY)

PROJECT #
22139

7627 EAST 126TH
STREET SOUTH
BIXBY, OK
74008

CONSULTANT:

REVISIONS:

ISSUE DATE:

8.04.2022

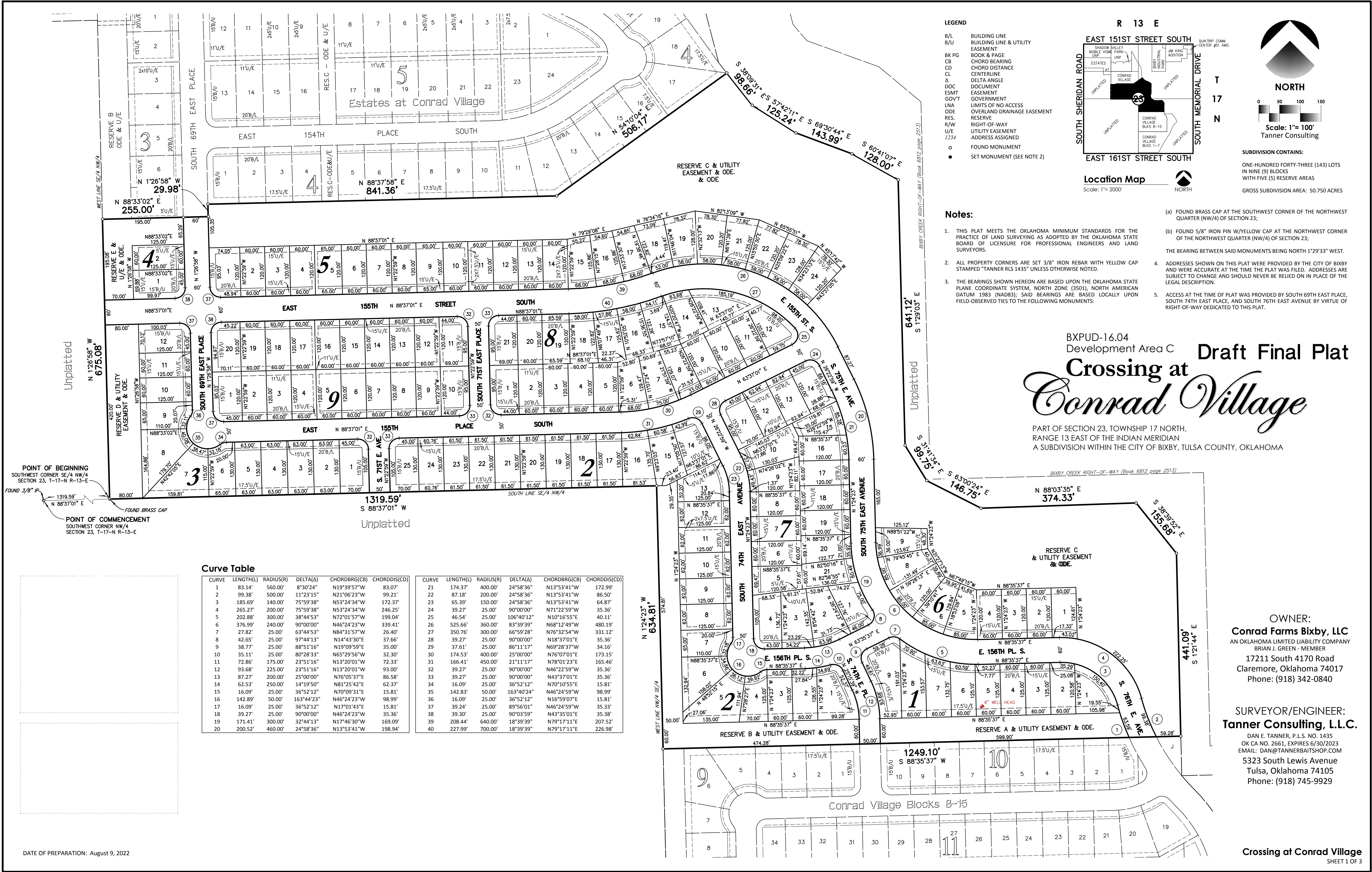
SHEET NAME:

LANDSCAPE
PLAN

SHEET #:

L101

DRAWN BY: DGP



DATE OF PREPARATION: August 9, 2022

Draft Final Plat
BXPUD-16.04
Development Area C
Crossing at
Conrad Village

PART OF SECTION 23, TOWNSHIP 17 NORTH,
RANGE 13 EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT CONRAD FARMS BIXBY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", 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 SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NW/4) AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SECTION TWENTY-THREE (23), 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:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 23; THENCE NORTH 88°37'01" EAST AND ALONG THE SOUTH LINE OF SAID NW/4, FOR A DISTANCE OF 1319.59 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID SE/4 NW/4 AND THE POINT OF BEGINNING;

THENCE NORTH 1°26'58" WEST AND ALONG THE WEST LINE OF THE SE/4 NW/4, FOR A DISTANCE OF 675.08 FEET TO THE SOUTHWEST CORNER OF RESERVE B OF "ESTATES AT CONRAD VILLAGE", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 7009); THENCE ALONG THE SOUTHERLY LINE OF "ESTATES AT CONRAD VILAGE" FOR THE FOLLOWING FOUR (4) COURSES: NORTH 88°33'02" EAST AND PERPENDICULAR TO SAID WEST LINE, FOR A DISTANCE OF 255.00 FEET; THENCE NORTH 1°26'58" WEST AND PARALLEL WITH THE WEST LINE, FOR A DISTANCE OF 29.98 FEET; THENCE NORTH 88°37'58" EAST FOR A DISTANCE OF 841.36 FEET; THENCE NORTH 54°10'04" EAST FOR A DISTANCE OF 506.17 FEET TO A POINT ON THE SOUTHWEST LINE OF THAT SAME TRACT OF LAND DEEDED TO THE CITY OF BIXBY BY GENERAL WARRANTY DEED AS RECORDED IN BOOK 6812 PAGE 2573 IN THE OFFICE OF THE TULSA COUNTY CLERK, TULSA COUNTY, OKLAHOMA;

THENCE ALONG SAID SOUTHWEST LINE FOR THE FOLLOWING TEN (10) COURSES:

SOUTH 38°09'31" EAST FOR A DISTANCE OF 98.66 FEET; THENCE SOUTH 57°42'11" EAST FOR A DISTANCE OF 125.24 FEET; THENCE SOUTH 69°30'44" EAST FOR A DISTANCE OF 143.99 FEET; THENCE SOUTH 60°41'07" EAST FOR A DISTANCE OF 128.00 FEET; THENCE SOUTH 1°29'03" EAST FOR A DISTANCE OF 641.12 FEET; THENCE SOUTH 31°41'34" EAST FOR A DISTANCE OF 99.75 FEET; THENCE SOUTH 63°00'24" EAST FOR A DISTANCE OF 146.75 FEET; THENCE NORTH 88°03'35" EAST FOR A DISTANCE OF 374.33 FEET; THENCE SOUTH 38°39'52" EAST FOR A DISTANCE OF 155.68 FEET; THENCE SOUTH 1°21'44" EAST FOR A DISTANCE OF 441.09 FEET TO THE NORTHEAST CORNER OF "CONRAD VILLAGE BLOCKS 8-15", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6988); THENCE SOUTH 88°35'37" WEST, AND ALONG THE NORTH LINE OF "CONRAD VILLAGE BLOCKS 8-15", FOR A DISTANCE OF 1249.10 FEET TO A POINT ON THE WEST LINE OF SAID NW/4 SE/4; THENCE NORTH 1°24'23" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 634.81 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 88°37'01" WEST AND ALONG THE SOUTH LINE OF THE SE/4 NW/4, FOR A DISTANCE OF 1319.59 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 2,210,660 SQUARE FEET, OR 50.750 ACRES.

BASIS OF BEARINGS:

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:

- (1)

FOUND BRASS CAP AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 23;
- (2)

FOUND 5/8" IRON PIN WITH YELLOW CAP AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 23;
- THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°29'33" WEST.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO ONE HUNDRED AND FORTY-THREE (143) LOTS IN NINE (9) BLOCKS, FIVE (5) RESERVE AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "CROSSING AT CONRAD VILLAGE", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "CROSSING AT CONRAD VILLAGE"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS" AND INDIVIDUALLY AS A "LOT".

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 SEWER LINES 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 SEWER MAINS LOCATED ON THE LOT OR RESERVE AREA.
2.

WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH ANY PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE SO ALTERED BY THE LOT OR RESERVE AREA OWNER, FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, 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 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 MAINS, SANITARY SEWER MAINS, AND STORM SEWER MAINS, 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 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 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 OR RESERVE AREA. 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 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 GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE, TERMINATING AT THE PLANE FORMED BY THE EXTERIOR WALL OF 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 TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4.

THE 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 PARAGRAPH C. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT OR 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, SEWER, STORM WATER, 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, C, D, AND E, AS DEPICTED UPON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND ARE HEREBY RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION AS SET FORTH IN SECTION III. HEREIN.
2.

RESERVES A, B, C, D, AND E ARE RESERVED FOR OVERLAND AND UNDERGROUND STORMWATER DRAINAGE, OPEN SPACE, AND OTHER USES AS MAY BE DETERMINED BY THE OWNER AND PERMITTED BY THE CITY OF BIXBY.
3.

RESERVES A, B, C, D, AND E, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS UTILITY EASEMENTS AND AS OVERLAND DRAINAGE EASEMENTS, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES AND USES AS OUTLINED HEREINABOVE.
4.

ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVES A, B, C, D, AND E, INCLUDING MAINTENANCE OF VARIOUS DRAINAGE IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION, AS PROVIDED IN SECTION III. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA BY THE OWNER. THE CITY OF BIXBY SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.
5.

IN THE EVENT THE OWNER OF RESERVES A, B, C, D, OR E FAILS TO PROPERLY 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 SHALL BE PAID BY THE OWNER THEREOF. IN THE EVENT THE RESERVE AREA OWNER FAILS TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, AFTER FAILURE TO TIMELY PAY SUCH STATEMENT, 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 ALL OF THE RESIDENTIAL LOTS WITHIN THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION AS SET FORTH WITHIN SECTION III. HEREIN, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA; OR THE CITY OF BIXBY 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.

F. OVERLAND DRAINAGE EASEMENTS

1.

THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BIXBY, AND ITS SUCCESSORS, NON-EXCLUSIVE, PERPETUAL EASEMENTS ON, OVER, AND ACROSS RESERVES A, B, C, D, AND E, AND SUCH OTHER PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.
2.

DRAINAGE FACILITIES LOCATED WITHIN THE OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENTS IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.
3.

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

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, THE PROPERTY COMPRISING CROSSING AT CONRAD VILLAGE WAS SUBMITTED AS A PART OF PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-16.04 ("CONRAD FARMS") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-16.04 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON SEPTEMBER 19, 2016, AND APPROVED BY THE BIXBY CITY COUNCIL ON OCTOBER 10, 2016 (ORDINANCE NO. 2198), AND

WHEREAS, MINOR AMENDMENT # 1 TO BXPUD-16.04 WAS APPROVED BY THE CITY OF BIXBY PLANNING COMMISSION ON JUNE 17, 2019, 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 ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, 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, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD

CROSSING AT CONRAD VILLAGE SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-16.04, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-16.04 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE

THE DEVELOPMENT OF CROSSING AT CONRAD VILLAGE SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE, AS SUCH PROVISIONS EXISTED ON OCTOBER 10, 2016.

Lot Area & Address Table

AREA LABEL	AREA (ACRES)	ADDRESS	AREA LABEL	AREA (ACRES)	ADDRESS
BLOCK 1 LOT 01	0.207	00000	BLOCK 6 LOT 01	0.167	00000
BLOCK 1 LOT 02	0.171	00000	BLOCK 6 LOT 02	0.165	00000
BLOCK 1 LOT 03	0.172	00000	BLOCK 6 LOT 03	0.165	00000
BLOCK 1 LOT 04	0.172	00000	BLOCK 6 LOT 04	0.165	00000
BLOCK 1 LOT 05	0.172	00000	BLOCK 6 LOT 05	0.182	00000
BLOCK 1 LOT 06	0.176	00000	BLOCK 6 LOT 06	0.184	00000
BLOCK 1 LOT 07	0.196	00000	BLOCK 6 LOT 07	0.184	00000
BLOCK 1 LOT 08	0.235	00000	BLOCK 6 LOT 08	0.184	00000
BLOCK 1 LOT 09	0.309	00000	BLOCK 6 LOT 09	0.174	00000
BLOCK 2 LOT 01	0.250	00000	BLOCK 7 LOT 01	0.181	00000
BLOCK 2 LOT 02	0.173	00000	BLOCK 7 LOT 02	0.231	00000
BLOCK 2 LOT 03	0.172	00000	BLOCK 7 LOT 03	0.223	00000
BLOCK 2 LOT 04	0.162	00000	BLOCK 7 LOT 04	0.205	00000
BLOCK 2 LOT 05	0.277	00000	BLOCK 7 LOT 05	0.175	00000
BLOCK 2 LOT 06	0.224	00000	BLOCK 7 LOT 06	0.165	00000
BLOCK 2 LOT 07	0.178	00000	BLOCK 7 LOT 07	0.165	00000
BLOCK 2 LOT 08	0.178	00000	BLOCK 7 LOT 08	0.165	00000
BLOCK 2 LOT 09	0.178	00000	BLOCK 7 LOT 09	0.187	00000
BLOCK 2 LOT 10	0.178	00000	BLOCK 7 LOT 10	0.222	00000
BLOCK 2 LOT 11	0.178	00000	BLOCK 7 LOT 11	0.190	00000
BLOCK 2 LOT 12	0.173	00000	BLOCK 7 LOT 12	0.173	00000
BLOCK 2 LOT 13	0.218	00000	BLOCK 7 LOT 13	0.173	00000
BLOCK 2 LOT 14	0.212	00000	BLOCK 7 LOT 14	0.190	00000
BLOCK 2 LOT 15	0.215	00000	BLOCK 7 LOT 15	0.160	00000
BLOCK 2 LOT 16	0.218	00000	BLOCK 7 LOT 16	0.163	00000
BLOCK 2 LOT 17	0.184	00000	BLOCK 7 LOT 17	0.165	00000
BLOCK 2 LOT 18	0.184	00000	BLOCK 7 LOT 18	0.165	00000
BLOCK 2 LOT 19	0.184	00000	BLOCK 7 LOT 19	0.165	00000
BLOCK 2 LOT 20	0.184	00000	BLOCK 7 LOT 20	0.174	00000
BLOCK 2 LOT 21	0.184	00000	BLOCK 7 LOT 21	0.176	00000
BLOCK 2 LOT 22	0.184	00000			
BLOCK 2 LOT 23	0.184	00000	BLOCK 8 LOT 01	0.187	00000
BLOCK 2 LOT 24	0.181	00000	BLOCK 8 LOT 02	0.165	00000
BLOCK 2 LOT 25	0.206	00000	BLOCK 8 LOT 03	0.165	00000
			BLOCK 8 LOT 04	0.165	00000
BLOCK 3 LOT 01	0.206	00000	BLOCK 8 LOT 05	0.165	00000
BLOCK 3 LOT 02	0.188	00000	BLOCK 8 LOT 06	0.181	00000
BLOCK 3 LOT 03	0.188	00000	BLOCK 8 LOT 07	0.188	00000
BLOCK 3 LOT 04	0.188	00000	BLOCK 8 LOT 08	0.171	00000
BLOCK 3 LOT 05	0.188	00000	BLOCK 8 LOT 09	0.165	00000
BLOCK 3 LOT 06	0.185	00000	BLOCK 8 LOT 10	0.165	00000
BLOCK 3 LOT 07	0.281	00000	BLOCK 8 LOT 11	0.165	00000
BLOCK 3 LOT 08	0.280	00000	BLOCK 8 LOT 12	0.191	00000
BLOCK 3 LOT 09	0.178	00000	BLOCK 8 LOT 13	0.223	00000
BLOCK 3 LOT 10	0.172	00000	BLOCK 8 LOT 14	0.186	00000
BLOCK 3 LOT 11	0.172	00000	BLOCK 8 LOT 15	0.177	00000
BLOCK 3 LOT 12	0.198	00000	BLOCK 8 LOT 16	0.179	00000
			BLOCK 8 LOT 17	0.182	00000
BLOCK 4 LOT 01	0.198	00000	BLOCK 8 LOT 18	0.175	00000
BLOCK 4 LOT 02	0.172	00000	BLOCK 8 LOT 19	0.181	00000
			BLOCK 8 LOT 20	0.165	00000
BLOCK 5 LOT 01	0.201	00000	BLOCK 8 LOT 21	0.187	00000
BLOCK 5 LOT 02	0.165	00000			
BLOCK 5 LOT 03	0.165	00000	BLOCK 9 LOT 01	0.190	00000
BLOCK 5 LOT 04	0.165	00000	BLOCK 9 LOT 02	0.165	00000
BLOCK 5 LOT 05	0.179	00000	BLOCK 9 LOT 03	0.165	00000
BLOCK 5 LOT 06	0.165	00000	BLOCK 9 LOT 04	0.165	00000
BLOCK 5 LOT 07	0.165	00000	BLOCK 9 LOT 05	0.165	00000
BLOCK 5 LOT 08	0.165	00000	BLOCK 9 LOT 06	0.165	00000
BLOCK 5 LOT 09	0.179	00000	BLOCK 9 LOT 07	0.165	00000
BLOCK 5 LOT 10	0.165	00000	BLOCK 9 LOT 08	0.165	00000
BLOCK 5 LOT 11	0.165	00000	BLOCK 9 LOT 09	0.165	00000
BLOCK 5 LOT 12	0.165	00000	BLOCK 9 LOT 10	0.187	00000
BLOCK 5 LOT 13	0.165	00000	BLOCK 9 LOT 11	0.187	00000
BLOCK 5 LOT 14	0.165	00000	BLOCK 9 LOT 12	0.165	00000
BLOCK 5 LOT 15	0.174	00000	BLOCK 9 LOT 13	0.165	00000
BLOCK 5 LOT 16	0.178	00000	BLOCK 9 LOT 14	0.165	00000
BLOCK 5 LOT 17	0.176	00000	BLOCK 9 LOT 15	0.165	00000
BLOCK 5 LOT 18	0.179	00000	BLOCK 9 LOT 16	0.165	00000
BLOCK 5 LOT 19	0.191	00000	BLOCK 9 LOT 17	0.165	00000
BLOCK 5 LOT 20	0.192	00000	BLOCK 9 LOT 18	0.165	00000
BLOCK 5 LOT 21	0.189	00000	BLOCK 9 LOT 19	0.165	00000
BLOCK 5 LOT 22	0.189	00000	BLOCK 9 LOT 20	0.190	00000
BLOCK 5 LOT 23	0.192	00000			
BLOCK 5 LOT 24	0.192	00000			

Draft Final Plat
BXPUD-16.04
Development Area C
Crossing at
Conrad Village

PART OF SECTION 23, TOWNSHIP 17 NORTH,
RANGE 13 EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

B. DEVELOPMENT STANDARDS (PART OF DEVELOPMENT AREA C)

PERMITTED USES:

USE UNIT 6 DETACHED RESIDENTIAL DWELLING UNITS, INCLUDING SINGLE FAMILY, PATIO HOME, AND CUSTOMARY ACCESSORY USES, INCLUDING USE UNIT 5 COMMON AREA FACILITIES SUCH AS CLUBHOUSE, SWIMMING POOL, PLAYGROUND, AND RECREATIONAL OPEN SPACE.

MAXIMUM NUMBER OF LOTS:	400 *
MINIMUM LOT WIDTH:	60 FT **
MINIMUM LOT SIZE:	6,900 SF
MAXIMUM BUILDING HEIGHT:	2 STORIES AND 35 FT. ***

OFF-STREET PARKING AND FRONT YARD COVERAGE:

MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT. OFF-STREET PARKING SHALL NOT EXCEED 75% OF THE REQUIRED FRONT YARD.

MINIMUM LIVABILITY SPACE: 2,000 SF ****

MINIMUM YARD SETBACKS:

FRONT YARD:	20 FT
REAR YARD:	20 FT
SIDE YARD ABUTTING A STREET:	15 FT
SIDE YARD NOT ABUTTING A STREET:	5 FT

MINIMUM DWELLING SIZE: 1,600 SF

MINIMUM MASONRY FIRST FLOOR: 80%

OTHER BULK AND AREA REQUIREMENTS:

AS REQUIRED WITHIN THE RS-3 DISTRICT

* THE MAXIMUM NUMBER OF DWELLING UNITS SHALL NOT EXCEED 250 UNTIL ALL CONTIGUOUS DEVELOPMENT WITHIN SUCH DEVELOPMENT AREA IS SERVED BY NOT LESS THAN THREE (3) POINTS OF ACCESS.

** ALL LOTS ABUTTING ARTERIAL STREETS SHALL HAVE A LOT WIDTH OF 65'.

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

**** LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-71-5.C OF THE BIXBY ZONING CODE.

C. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

1. SIGNS

RESIDENTIAL SUBDIVISION ENTRANCE SIGNAGE SHALL BE PERMITTED ALONG ARTERIAL AND COLLECTOR STREET FRONTAGES AND SHALL COMPLY WITH STANDARDS FOR SAME AS PROVIDED IN THE BIXBY ZONING CODE. SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES, APPROPRIATE FOR PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES. ALL OTHER SIGNAGE SHALL COMPLY WITH THE BIXBY ZONING CODE.

2. STANDARDS PERTAINING TO DWELLINGS

ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM FINISHED HEATED LIVING AREA OF 1,600 SQUARE FEET AND FIRST-FLOOR MASONRY CONTENT NOT LESS THAN 80%. MASONRY PERCENTAGES SHALL EXCLUDE WINDOWS AND BENEATH COVERED PORCHES. THE MASONRY REQUIREMENT SHALL MEAN BRICK, NATURAL OR MANUFACTURED STONE, OR STUCCO. THE EXTERIOR SURFACE OF ANY FOUNDATION, INCLUDING STEM WALLS, SHALL ALSO BE OF MASONRY.

3. ACCESS AND CIRCULATION

AS INDICATED ON THE TULSA METROPOLITAN AREA MAJOR STREET AND HIGHWAY PLAN, CONRAD FARMS PROPOSES A MID-MILE COLLECTOR STREET SYSTEM CONNECTING 161ST ST. S. TO 151ST ST. S. (STATE HIGHWAY 67) AND SHERIDAN RD. THE 151ST ST. S. AND SHERIDAN RD. COLLECTOR STREET SEGMENTS SHOULD BE EXTENDED AS THEIR RESPECTIVE INTERCEPTED TRACTS ARE DEVELOPED. A MINOR RESIDENTIAL STREET IS PROPOSED TO CONNECT THE COLLECTOR STREET SYSTEM TO SHERIDAN RD. APPROXIMATELY AT THE 153RD STREET SOUTH ALIGNMENT. WHILE FURTHER STREET PATTERNS WILL BE DESIGNED DURING THE PLATTING STAGE, CONCEPTUAL STREET ALIGNMENTS ARE INDICATED ON THE BXPUD-16.04 EXHIBIT B CONCEPTUAL SITE PLAN. WITHIN RESIDENTIAL DEVELOPMENT AREAS C AND D, THE MAXIMUM NUMBER OF DWELLING UNITS SHALL NOT EXCEED 250 UNTIL ALL CONTIGUOUS DEVELOPMENT WITHIN SUCH DEVELOPMENT AREA IS SERVED BY NOT LESS THAN THREE (3) POINTS OF

ACCESS. STUB-OUT STREETS WILL BE REQUIRED BY THE BIXBY SUBDIVISION REGULATIONS TO ALL ABUTTING UNPLATTED TRACTS, UNLESS WAIVED BY THE BIXBY CITY COUNCIL.

STREETS SERVING CROSSING AT CONRAD VILLAGE "CONRAD FARMS", WHETHER PUBLIC OR PRIVATE, SHALL BE CONSTRUCTED TO MEET THE STANDARDS OF THE CITY OF BIXBY FOR PUBLIC STREETS, INCLUDING 60' MINIMUM RIGHTS-OF-WAY AND 36' MINIMUM PAVING BETWEEN CURB FACES FOR COLLECTOR STREETS AND 50' MINIMUM RIGHTS-OF-WAY AND 26' MINIMUM PAVING BETWEEN CURB FACES FOR MINOR STREETS; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS WHERE BORROW DITCHES OR PRIVATE STREETS ARE PERMITTED THROUGH PLATTING. ANY GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE.

DURING THE PLATTING STAGE, PEDESTRIAN ACCESS FROM ANY SUBDIVISION SHALL BE PROVIDED TO THE ADJOINING BIXBY CREEK RIGHT-OF-WAY, WHICH IS IDENTIFIED AS A TRAIL CORRIDOR ON BOTH THE BIXBY COMPREHENSIVE PLAN AND THE "GO PLAN," THE TULSA REGIONAL BICYCLE AND PEDESTRIAN MASTER PLAN. THE FORMER INDICATES A TRAIL ON THE WESTERLY SIDE OF BIXBY CREEK, AND THE LATTER ON THE EASTERLY SIDE. BOTH SIDES MAY ULTIMATELY CONTAIN TRAILS. THEREFORE, BOTH COMMERCIAL AND RESIDENTIAL DEVELOPMENT AREA DESIGNS SHALL BE ORIENTED TO ACCOMMODATE AND PROVIDE POINTS OF ACCESS TO THE CITY'S PLANNED BIXBY CREEK TRAIL, AND WILL, WHERE NECESSARY, PROVIDE TRAIL EASEMENTS TO SUPPLEMENT EXISTING BIXBY CREEK RIGHT-OF-WAY. AS THE BIXBY CREEK RIGHT-OF-WAY WILL BE CONSIDERED A PUBLIC, LINEAR PARK AMENITY, WHETHER OR NOT THE CITY'S TRAIL IS ACTUALLY CONSTRUCTED AT THE TIME OF PLATTING, POINTS OF ACCESS AND DESIGN ORIENTATION SHALL BE PROVIDED TO THE RIGHT-OF-WAY. FURTHER, PEDESTRIAN AND BICYCLE CONNECTIVITY BETWEEN NEIGHBORHOODS AND TO ADJACENT AREAS WILL BE PLANNED AND INCLUDED IN DEVELOPMENT DESIGNS DURING THE PLATTING PROCESS.

SIDEWALKS, INCLUDING BOTH INTERNAL AND ALONG EXTERIOR STREET FRONTAGES, SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY, THROUGH PLATTING, WAIVE THE SIDEWALK REQUIREMENT OF THE SUBDIVISION REGULATIONS UPON SHOWING OF GOOD CAUSE, SUCH AS WHERE BORROW DITCH SHOULDERS SERVE IN LIEU OF SIDEWALKS. SIDEWALKS SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER. SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT.

LIMITS OF NO ACCESS (LNA) WILL BE IMPOSED BY THE FUTURE PLAT(S) ALONG ARTERIAL STREET FRONTAGES, EXCEPT AT APPROVED STREET INTERSECTIONS.

4. PLATTING AND SITE PLAN REQUIREMENTS

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

5. CITY DEPARTMENT REQUIREMENTS

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

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN CROSSING AT CONRAD VILLAGE (HEREIN SOMETIMES REFERRED TO AS "HOMEOWNERS' ASSOCIATION"). THE HOMEOWNERS' ASSOCIATION SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF CROSSING AT CONRAD VILLAGE AND OF ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOMEOWNERS' ASSOCIATION. CROSSING AT CONRAD VILLAGE ADJOINS "ESTATES AT CONRAD VILLAGE" (PLAT NO. 7009) AND MAY BE ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER PURSUANT TO ESTATES AT CONRAD VILLAGE.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A RESIDENTIAL LOT IN CROSSING AT CONRAD VILLAGE SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH SUBSEQUENT RECORD OWNER OF A LOT IN CROSSING AT CONRAD VILLAGE SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS, IN ACCORDANCE WITH THE COVENANTS FOR CROSSING AT CONRAD VILLAGE AND THE BYLAWS OF THE HOMEOWNERS' ASSOCIATION.

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

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY. 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 THE CITY OF BIXBY, OKLAHOMA, ANY OWNER OF A LOT, AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, ANY OWNER OF A LOT, OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING, OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. HOMEOWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III., IT SHALL BE LAWFUL FOR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS III. AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF AN AMENDMENT TO BXPUD-16.04 BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, AND/OR THE BIXBY CITY COUNCIL, OR ITS SUCCESSORS, AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OR OTHER APPROVAL RECORD OF THE BIXBY PLANNING COMMISSION AND/OR BIXBY CITY COUNCIL, OR THEIR RESPECTIVE SUCCESSORS, WITH THE TULSA COUNTY CLERK.

EXCEPT FOR SECTIONS I. AND II. AS STATED ABOVE, ALL OTHER PROVISIONS OF THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS, WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE BIXBY PLANNING COMMISSION OR THE CITY OF BIXBY, MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OR ASSIGNEE DURING SUCH TIME AS IT OWNS ANY LOT IN THE SUBDIVISION WITHOUT THE APPROVAL OF ANY OTHER LOT OWNERS, OR, IN THE ALTERNATIVE, BY THE OWNERS OF AT LEAST SIXTY PERCENT (60%) OF THE LOTS IN THE

SUBDIVISION; PROVIDING, HOWEVER, THAT SO LONG AS THE OWNER OWNS ANY LOT IN THE SUBDIVISION ANY SUCH AMENDMENT MUST BE APPROVED IN WRITING BY THE OWNER. FURTHER, THE OWNER SHALL HAVE THE RIGHT, WITHOUT FURTHER CONSENT, TO AMEND THIS DEED OF DEDICATION, AT ANY TIME, BY INCORPORATING ADDITIONAL PROPERTY OR ADDITIONAL PHASES OF DEVELOPMENT ADJACENT TO "CROSSING AT CONRAD VILLAGE" AND THE BENEFITS AND OBLIGATIONS OF THIS DEED OF DEDICATION, INCLUDING BUT NOT LIMITED TO MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION AND PAYMENT OF MEMBERSHIP ASSESSMENTS AND DUES, ALL OF WHICH SHALL INURE THERETO UPON RECORDING AN APPROPRIATE AMENDMENT HERETO, AS MAY BE DETERMINED BY THE OWNER. THE RIGHT TO INCORPORATE SUCH ADDITIONAL PROPERTY INTO "CROSSING AT CONRAD VILLAGE" SHALL BE THEREAFTER WAIVED WITH RESPECT TO EACH PORTION OF ADJACENT PROPERTY DEVELOPED OR IMPROVED WITHOUT INCORPORATING SUCH ADJACENT PROPERTY AS PART AND PARCEL OF "CROSSING AT CONRAD VILLAGE" AS CONTEMPLATED HEREIN. ANY SUCH AMENDMENT SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY EXECUTED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA.

D. SEVERABILITY

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

IN WITNESS WHEREOF, CONRAD FARMS BIXBY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 2022.

CONRAD FARMS BIXBY, LLC

AN OKLAHOMA LIMITED LIABILITY COMPANY

BY:

BRIAN J. GREEN, MANAGER OF LLC

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 _____, 2022, PERSONALLY APPEARED BRIAN J. GREEN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF CONRAD FARMS BIXBY, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, AND ACKNOWLEDGED TO ME THAT BRIAN J. GREEN EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF CONRAD FARMS BIXBY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

JENNIFER MILLER, 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 HEREIN AS "CROSSING AT CONRAD VILLAGE", 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 _____, 2022.

BY:

DAN E. TANNER

LICENSED PROFESSIONAL LAND SURVEYOR

OKLAHOMA NO. 1435

STATE OF OKLAHOMA)

) SS

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 2022, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO ME TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

JENNIFER MILLER, NOTARY PUBLIC