

Bixby Technical Advisory Committee Meeting Agenda

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

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

Technical Advisory Committee Members

David Segala - 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 Gann - 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
Gwen Plante - Bixby Assistant City Planner
Jon Brown - Bixby Special Projects
Heath Wright - Bixby Utilities & Water
Mike Butler - Bixby Fire Chief
Richard Hakel - Cox

Loyda Mercado - Cox
Jeannette Davis - Cox
Christopher Long - Cox R.O.W. Agent
Marty Lademan - Creek County R.W.D. #2
Cynthia Hubbell - Creek County R.W.D. #2
Katherine Russell - East Central Electric
Caleb Brenneke - East Central Electric
Steve Whitehouse - O.G. & E.
Dewayne Perry - 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. - 22.07 Iconik Bixby Site Plan

Applicant, CJC Architects

Discussion and review of site plan for Iconik Bixby.

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

2. B.X.P.T. - 22.14 Memorial Square Amended Preliminary Plat

Applicant, J.R. Donelson

Discussion and review of Preliminary Plat, Memorial Square Amended, 9.38 Acres, Seventy-six (76) Lots, Five (5) Blocks, with One (1) Reserve Area, a replat of Memorial Square for the purpose of multi-family development, in Section 36, Township 18 North, and Range 13 East

General Location: East of S Memorial Dr & North of E 121st St S

Agenda | Bixby Technical Advisory Committee | December 7, 2022 | Page 1 of 2

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. - 22.14 Memorial Square Amended Final Plat

Applicant, J.R. Donelson

Discussion and review of Final Plat, Memorial Square Amended, 9.38 Acres, Seventy-six (76) Lots, Five (5) Blocks, with One (1) Reserve Area, a replat of Memorial Square for the purpose of multi-family development, in Section 36, Township 18 North, and Range 13 East

General Location: East of S Memorial Dr & North of E 121st St S

4. B.X.P.T. - 22.18 The Preserve Preliminary Plat

Applicant, Tanner Consulting

Discussion and review of Preliminary Plat, The Preserve, 159.768 Acres, Three Hundred Twenty-one (321) Lots, Eighteen (18) Blocks, with Six (6) Reserve Areas for the purpose of residential and commercial development, in Section 26, Township 17 North, and Range 13 East

General Location: East of S Sheridan Rd & North of E 171st St S

5. B.X.P.T. - 22.19 Quail Creek Office Park Preliminary Plat

Applicant, The Schemmer Associates

Discussion and review of Preliminary Plat, Quail Creek Office Park, 3.09 Acres, Six (6) Lots, One (1) Block, for the purpose of commercial development, in Section 2, Township 17 North, and Range 13 East

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

6. B.X.P.T. 22.21 Alderwood Estates Preliminary Plat

Applicant, The Schemmer Associates

Discussion and review of Preliminary Plat, Alderwood Estates, 73.79 Acres, Two-Hundred Twenty-three (223) Lots, Nine (9) Blocks, with Seven (7) Reserve Areas, an undeveloped parcel for the purpose of residential development, in Section 20, Township 17 North, and Range 14 East

General Location: West of S Harvard Ave & South of E 151st St S

7. B.X.P.T. 22.20 City West Complex Preliminary Plat

Applicant, Wallace Design Collective

Discussion and review of Preliminary Plat, City West Complex, 16.04 Acres, One (1) Lot, One (1) Block, for the purpose of commercial development, in Section 15, Township 17 North, and Range 13 East

General Location: West of S Sheridan Rd & North of E 151st St S

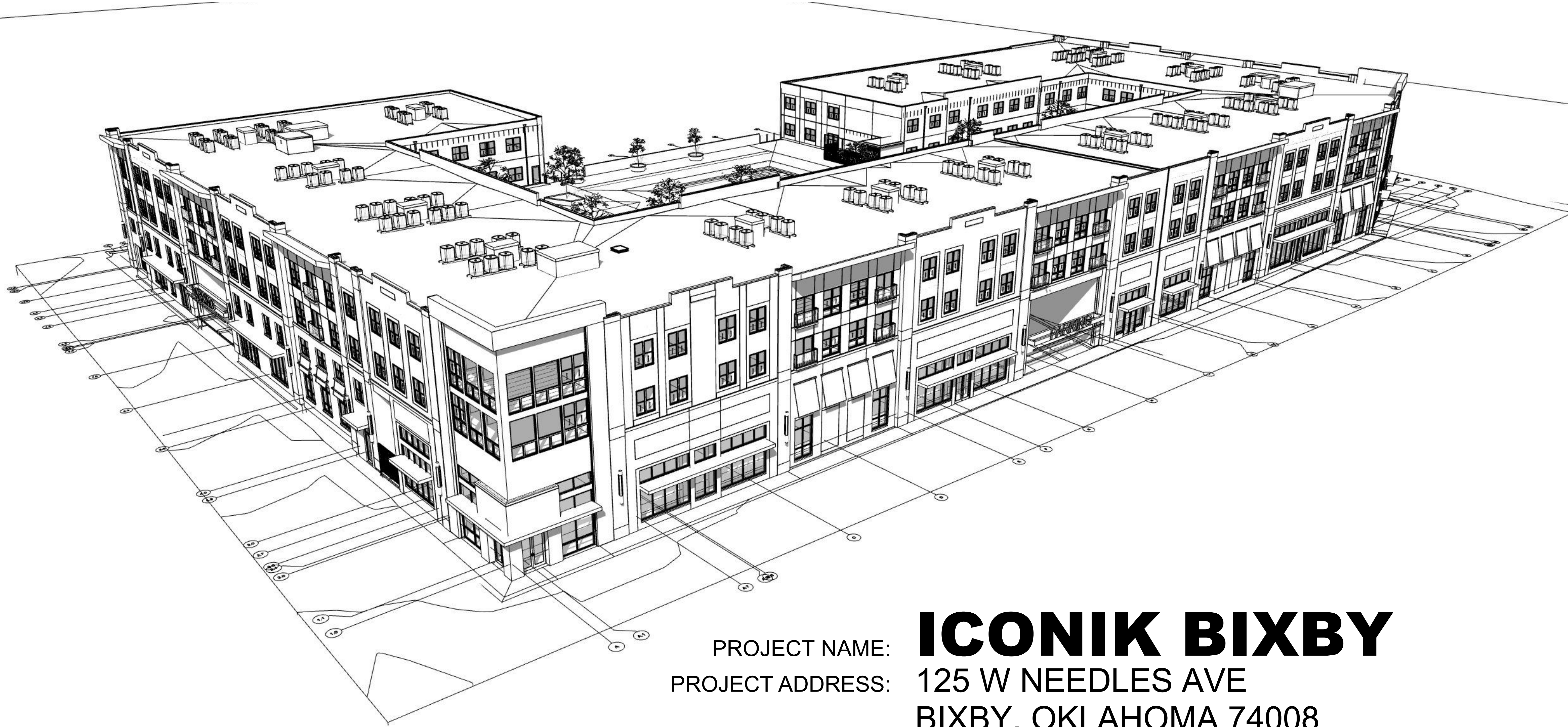
This Notice and Agenda was posted on the bulletin board on or before 10:00 a.m., December 5th, 2022, at City Hall, 116 West Needles, Bixby, Oklahoma.

Respectfully submitted,

Justin Dowd, City Engineer

Agenda | Bixby Technical Advisory Committee | December 7, 2022 | Page 2 of 2

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.



SHEET INDEX

G000	COVER SHEET - SITE PLAN REVIEW APPLICATION
C001	SITE PLAN APPLICATION
A201	BUILDING ELEVATIONS - EAST
A202	BUILDING ELEVATIONS - NORTH
A203	BUILDING ELEVATIONS - WEST
A204	BUILDING ELEVATIONS - SOUTH
A701	3D VIEWS
A702	3D VIEWS

PROJECT NAME:
PROJECT ADDRESS:

ICONIK BIXBY
125 W NEEDLES AVE
BIXBY, OKLAHOMA 74008

OWNER NAME:

ICONIK BIXBY
APARTMENTS LLC

OWNER ADDRESS:

10125 S SHERIDAN ROAD UNIT G
TULSA, OK 74133

**SITE PLAN
REVIEW
APPLICATION**

DESIGN-BUILDER:

RED DOG CONSTRUCTION, LLC

ARCHITECT:

CJC ARCHITECTS, INC.

CONSULTING ENGINEER:

CEC CORPORATION

STRUCTURAL ENGINEER:

360 ENGINEERING, LLC.

CIVIL ENGINEER:

CEC CORPORATION

LANDSCAPE ARCHITECT:

ALABACK DESIGN, LLC

DATE

11/3/2022

PROJECT NUMBER

2134

SET NUMBER





CJC Architects, Inc.
1401 S Denver Ave, Suite B, Tulsa, OK 74119
918-582-7129
cjcarchitects.com

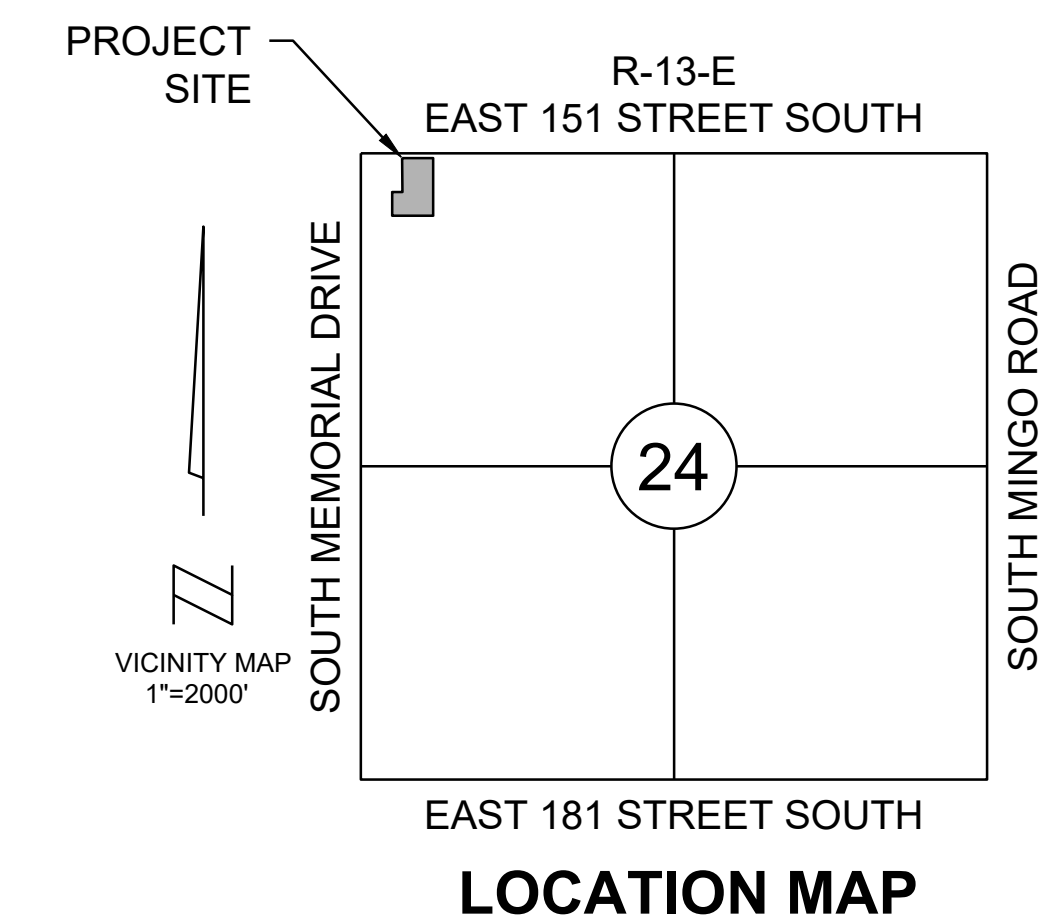


Revision Date	Revision

SITE PLAN

MIDLAND ADDITION COMPLEX

PART OF THE NORTHWEST QUARTER (NW/4) OF
SECTION 24, TOWNSHIP 17 NORTH, RANGE 13 EAST
WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA.



OWNER / DEVELOPER

ICONIK BIXBY APARTMENTS, LLC
ATTN: LEON VICTOR WHITMORE III, JOEL THOMPSON
PRECISION EQUITY
10125 S. SHERIDAN ROAD, SUITE G
TULSA, OK 74133
(918) 340-7993

SURVEYOR

WHITE SURVEYING COMPANY
9936 E. 55th PLACE
TULSA, OK 74145
(918) 663-6924

ENGINEER

CEC CORPORATION
1300 S. MAIN ST
TULSA, OK 74119
(918) 663-9401

LEGAL DESCRIPTION

A tract of land contained within the Northwest Quarter (NW/4) of Section Twenty Four (24), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Meridian, within the City of Bixby, Tulsa County, State of Oklahoma being more particularly described as follows :

All of Lot 2, Block 1, Midland Addition, part of Lot 9 and all of Lots 1-8, Block 6, Midland Addition AND all of Lots 1-7 and Lots 18-28 of Block 9 Midland Addition, Tulsa County , State of Oklahoma, according to the recorded plat thereof

AND

A section of West McKennon Avenue approximately 50 feet wide by 206 feet long

AND

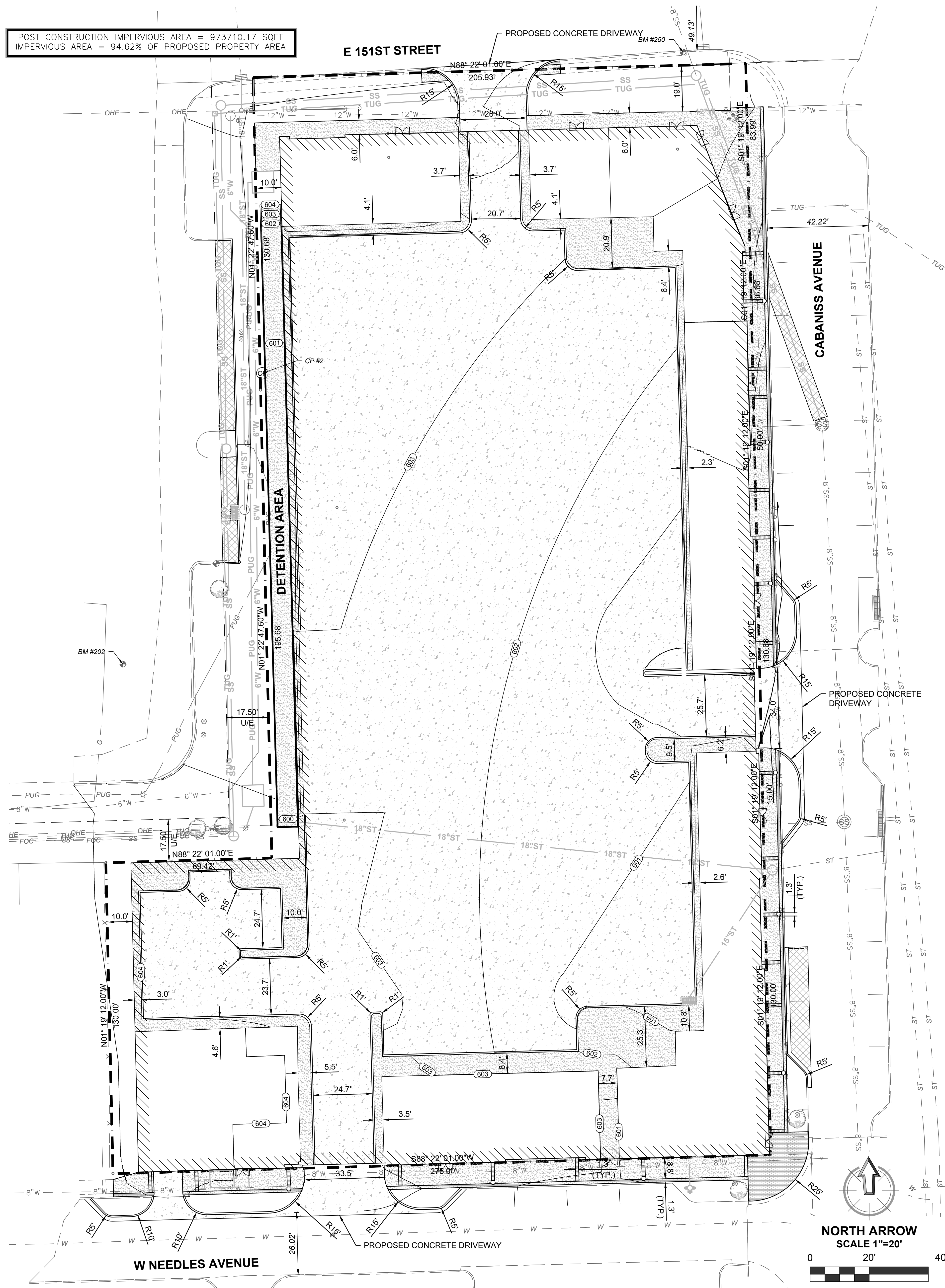
A section of 15' wide alley approximately 275 feet long

More descriptively described in metes and bounds as follows :

Beginning at the southwest corner of Lot 18, Block 9 of Midland Addition, said point being on the North Right-of-Way line of West Needles Avenue; thence N 01°19'12.00" W along west line of Lot 18 for a distance of 130.00 feet to the northwest corner of said Lot 18; thence N 88°22'01.00" E along the north line of Lots 18, 19 and 20 for a distance of 69.42 feet, said point being on the south line of above mentioned 15' alley; thence N 01°22'47.60" W for a distance of 195.68 feet to a point on the south line of Lot 9, Block 6; thence continuing N 01°22'47.60" W for a distance of 130.68 feet to a point on north line of said Lot 9; thence N 88°22'01.00" E along said north lines of Lots 1-9 of Block 6 a distance of 205.93 feet to a point on the northeast corner of lot 1; thence S 01°19'12.00" E along the east line of said Lot 1 a distance of 63.99 feet; thence continuing S 01°19'12.00" E along the east line of said Lot 1 a distance of 66.68 feet to the southeast corner of said Lot 1, said point also being on the North Right-of-Way line of West McKennon Avenue; thence continuing S 01°19'12.00" E a distance of 50.00 feet to a point on the south Right-of-Way line of West McKennon Avenue, said point also being the northeast corner of Lot 1, Block 9; thence continuing S 01°19'12.00" E along the East line of Lot 1 a distance of 130.68 feet to the southeast corner of Lot 1, said point also being on the North line of a 15.00 foot Alley; thence continuing S 01°19'12.00" E a distance of 15.00 to a point on the South line of a 15.00 foot Alley, said point also being the northeast corner of Lot 28, Block 9; thence continuing S 01°19'12.00" E along the East line of Lot 28 a distance of 130.00 feet to the southeast corner of lot 28, said point also being on the North Right-of-Way line of West Needles Avenue; thence S 88°22'01.00" W along the North Right-of-Way line of West Needles Avenue a distance of 275.00 feet to the point of beginning.

Said Tract containing 102,901.12 square feet or 2.36 acres, more or less.

LEGEND					
EXISTING		PROPOSED		EXISTING PROPOSED	
PROPERTY LINE	---	---	---	WATER SPIGOT	⊗
EASEMENT	---	---	---	WATER METER	⊙
RIGHT-OF-WAY	---	---	---	WATER VALVE	⊙
ROADWAY CENTERLINE	---	---	---	SPRINKLER CONTROL VALVE	⊙
ROADWAY C&G	---	---	---	SPRINKLER HEAD	⊙
WATERLINE	---	---	---	FIRE HYDRANT	⊙
WATERLINE FIRE	---	---	---	FIRE DEPARTMENT CONNECTION	⊙
WATERLINE SERVICE	---	---	---	GAS METER	⊙
SAN. SWR. LINE	---	---	---	GAS VALVE	⊙
SAN. SWR. FORCE MAIN	---	---	---	UTILITY CLEANOUT	⊙
STORM SEWER LINE	---	---	---	UTILITY MANHOLE	⊙
TELE. UNDERGROUND	---	---	---	UTILITY MARKER	⊙
FIBER OPTIC CABLE	---	---	---	DOWNSPOUT/ROOF DRAIN	⊙
POWER UNDERGROUND	---	---	---		
POWER OVERHEAD	---	---	---		
GAS LINE	---	---	---		
FENCE LINE	---	---	---		
5' CONTOURS	---	---	---		
1' CONTOURS	---	---	---		
TOP OF BANK	---	---	---		
TOE OF SLOPE	---	---	---		
FLOWLINE	---	---	---		
HP BREAK LINE	---	---	---		



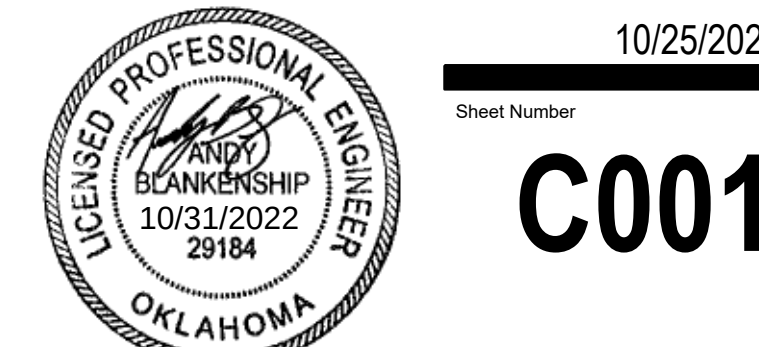
Project
ICONIK BIXBY
125 W NEEDLES AVE
BIXBY, OKLAHOMA 74008

Owner
ICONIK BIXBY APARTMENTS LLC
10125 S SHERIDAN ROAD UNIT G
TULSA, OK 74133

Sheet Title
SITE PLAN APPLICATION

Drawn: MKR
Checked: ALB
CJC Project Number: 2134

User: MARY-KATE ROWE
By: CJC
Stamp: 10/31/2022 2:38 PM
Issue Date: 10/25/2022



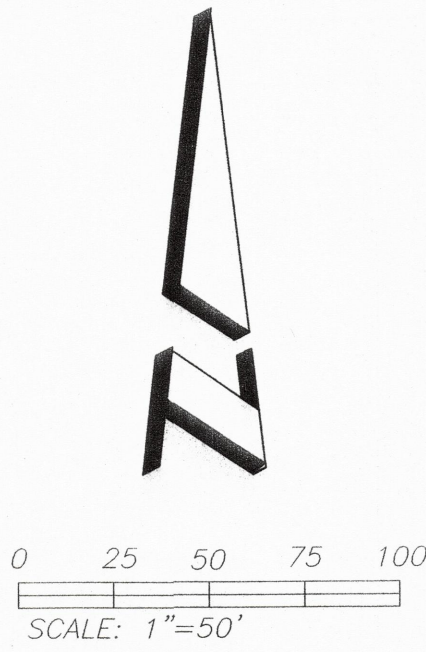
Sheet Number
C001

PLAT No.

OWNER:
WOODARD HOMES, INC.
P.O. BOX 950
PORTERVILLE, CA. 93258
CONTACT: GREG WOODARD
PHONE: 559-333-2108
EMAIL: GREG@WOODARDHOMES.COM

SURVEYOR:
D. GOSS & ASSOCIATES
12347 HEYWOOD HILL ROAD
SAPULPA, OKLAHOMA 74066
PHONE: 918-638-9203
EMAIL: DGOSSASSOCIATES@AOL.COM
C.A. NO. 3932 EXP. 6-30-2024

ENGINEER:
HISINC, LLC
28508 W. 41ST STREET SOUTH
MANNFORD, OKLAHOMA 74044
PHONE: 918-865-6977
EMAIL: WBSMITH@HISINC.US



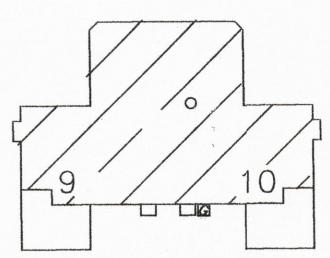
LOT AND BLOCK
SQUARE FEET, ADDRESS and FINISH FLOOR TABLE

Lot No.	Blk No.	Area Sq Ft	Address	Finish Floor Elevation
1	1		R/W for Streets	
2	1	8,629	NONE	
3	1	2,985	NONE	
4	1	663	NONE	
6	1	468	NONE	
7	1	663	NONE	
1	2	4,281	11919 So. 83rd E. Pl.	
2	2	3,531	11915 So. 83rd E. Pl.	
3	2	5,357	11911 So. 83rd E. Pl.	
4	2	5,464	11907 So. 83rd E. Pl.	
5	2	5,515	8361 E. 119th Pl. So.	
6	2	3,768	8357 E. 119th Pl. So.	
7	2	2,426	8353 E. 119th Pl. So.	
8	2	2,745	8349 E. 119th Pl. So.	
9	2	2,745	8345 E. 119th Pl. So.	
10	2	2,745	8341 E. 119th Pl. So.	
11	2	2,745	8337 E. 119th Pl. So.	
12	2	3,156	8333 E. 119th Pl. So.	
13	2	3,202	8329 E. 119th Pl. So.	
14	2	2,744	8325 E. 119th Pl. So.	
15	2	2,744	8321 E. 119th Pl. So.	
16	2	2,744	8317 E. 119th Pl. So.	
17	2	2,744	8313 E. 119th Pl. So.	
18	2	3,354	8309 E. 119th Pl. So.	
19	2	5,171	8305 E. 119th Pl. So.	
20	2	5,625	8301 E. 119th Pl. So.	
21	2	3,145	11908 So. 83rd E. Ave.	
22	2	3,024	11912 So. 83rd E. Ave.	
23	2	2,984	11916 So. 83rd E. Ave.	
24	2	3,265	11920 So. 83rd E. Ave.	
1	3	6,168	11926 So. 83rd E. Ave. (Existing)	609.35
2	3	5,770	11930 So. 83rd E. Ave. (Existing)	609.35
3	3	3,582	11934 So. 83rd E. Ave. (Existing)	609.10
4	3	3,577	11938 So. 83rd E. Ave. (Existing)	609.10
5	3	6,878	11942 So. 83rd E. Ave.	
6	3	4,515	8308 E. 120th Pl. So.	
7	3	4,658	8312 E. 120th Pl. So. (Existing)	608.70
8	3	5,012	8316 E. 120th Pl. So. (Existing)	608.70
9	3	4,117	8320 E. 120th Pl. So. (Existing)	609.30

NOTES:

1. 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 descriptions.
2. This plat meets the Oklahoma minimum standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Surveyors.
3. 3/8" iron pins were either found or set at each property corner.

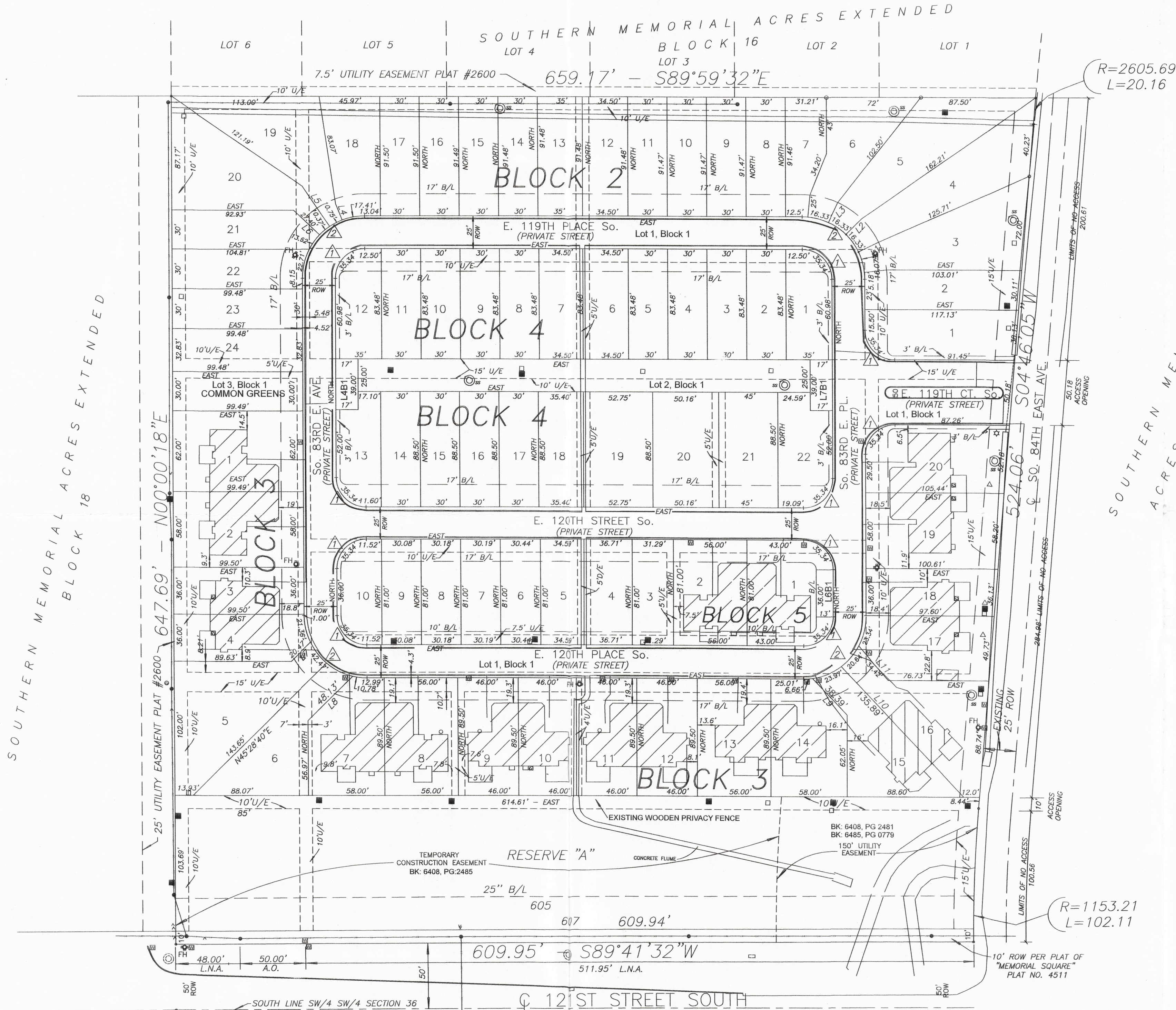
4. BASIS FOR BEARINGS:
The basis for bearings is the West line of "Memorial Square", with an assumed bearing of N 00°00'18"E.
5. FEMA FLOODPLAIN NOTE:
The subject property is contained in Zone Unshaded "X" and "AE"
Map No. 40143C0432L
Date: October 16, 2012
6. ZONING: "RM-1" - PUD 6



EXISTING DUPLEX UNITS

UTILITY PLAN MEMORIAL SQUARE AMENDED

A RE-PLAT OF MEMORIAL SQUARE, PLAT NO. 4511
AN ADDITION SITUATED IN THE SW/4 OF SECTION 36,
T-18-N, R-13-E OF THE INDIAN BASE AND MERIDIAN,
TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.
PUD 6



LEGEND

U/E	UTILITY EASEMENT	A.O.	ACCESS OPENING
B/L	BUILDING LINE	L.N.A.	LIMITS OF NO ACCES
ROW	ROAD RIGHT-OF-WAY	M.A.E.	MUTUAL ACCESS EASEMENT
D/E	DRAINAGE EASEMENT	NO.	NUMBER
S.O.	SOUTH		
R	RADIUS		
PL	PLACE		
L	LENGTH		
BK	BOOK		
PG	PAGE		
DR	DRIVE		
PUD	PLANNED UNIT DEVELOPMENT		
LSB1	LOT 5, BLOCK 1		

No.	RADIUS	DELTA	LENGTH
1	22.50'	90°00'00"	35.34'
2	47.50'	90°00'00"	74.61'

No.	BEARING	LENGTH
L1	N 64°22'07" E	17.00'
L2	N 44°40'14" E	17.00'
L3	N 24°58'21" E	17.00'
L4	N 21°35'50" W	13.41'
L5	N 33°58'26" W	37.08'
L6	N 46°12'15" W	27.40'
L7	S 45°28'40" W	20.47'
L8	S 45°28'40" W	48.13'
L9	S 43°20'56" E	38.39'
L10	S 43°12'44" E	135.89'
L11	S 40°31'51" E	34.42'

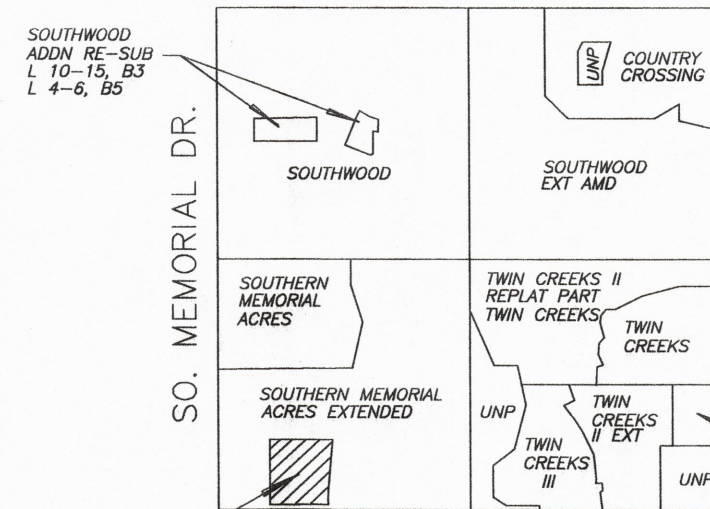
FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved
by the City Council of the City of Bixby
on _____
Mayor - Vice Mayor

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

R-13-E

111th STREET SO.



SECTION 36
LOCATION MAP

SCALE: 1"= 2000'

SUBDIVISION CONTAINS:
AREA = 9.38 ACRES 408,592 SF
TOTAL NO. LOTS 76 BLOCKS 5
AMENDED TOTAL BUILDABLE NO. LOTS 56
JULY 20, 2022
C: WOODARD/MEMSQ AMENDED/FINAL/PLAT07282022

LOT AND BLOCK
SQUARE FEET, ADDRESS and FINISH FLOOR TABLE

Lot No.	Blk No.	Area Sq Ft	Address	Finish Floor Elevation
10	3	4,117	8324 E. 120th Pl. So. (Existing)	609.30
11	3	4,117	8328 E. 120th Pl. So. (Existing)	608.90
12	3	4,117	8332 E. 120th Pl. So. (Existing)	608.90
13	3	5,012	8336 E. 120th Pl. So. (Existing)	609.00
14	3	4,836	8340 E. 120th Pl. So. (Existing)	609.00
15	3	4,652	8344 E. 120th Pl. So. (Existing)	609.50
16	3	5,530	8348 E. 120th Pl. So. (Existing)	609.50
17	3	4,631	11939 So. 83rd E. Pl. (Existing)	609.70
18	3	3,568	11934 So. 83rd E. Pl. (Existing)	609.70
19	3	5,976	11931 So. 83rd E. Pl. (Existing)	609.20
20	3	5,486	11927 So. 83rd E. Pl. (Existing)	609.20
1	4	3,444	8350 E. 119th Pl. So.	
2	4	2,922	8346 E. 119th Pl. So.	
3	4	2,922	8342 E. 119th Pl. So.	
4	4	2,922	8338 E. 119th Pl. So.	
5	4	3,499	8334 E. 119th Pl. So.	
6	4	3,499	8326 E. 119th Pl. So.	
7	4	2,922	8322 E. 119th Pl. So.	
8	4	2,922	8318 E. 119th Pl. So.	
9	4	2,922	8314 E. 119th Pl. So.	
10	4	3,444	8310 E. 119th Pl. So.	
11	4	3,472	8301 E. 120th St. So.	
12	4	2,655	8305 E. 120th St. So.	
13	4	2,655	8309 E. 120th St. So.	
14	4	2,655	8313 E. 120th St. So.	
15	4	2,655	8317 E. 120th St. So.	
16	4	2,655	8321 E. 120th St. So.	
17	4	2,655	8325 E. 120th St. So.	
18	4	3,133	8329 E. 120th St. So.	
19	4	4,668	8333 E. 120th St. So.	
20	4	4,439	8337 E. 120th St. So.	
21	4	3,982	8341 E. 120th St. So.	
22	4	3,325	8345 E. 120th St. So.	
1	5	4,617	8330 E. 120th St. So. (Existing)	608.57
2	5	4,536	8326 E. 120th St. So. (Existing)	608.57
3	5	2,534	8322 E. 120th St. So.	
4	5	2,973	8318 E. 120th St. So.	
5	5	2,801	8314 E. 120th St. So.	
6	5	2,465	8310 E. 120th St. So.	
7	5	2,445	8308 E. 120th St. So.	
8	5	2,444	8306 E. 120th St. So.	
9	5	2,436	8302 E. 120th St. So.	
10	5	2,541	8300 E. 120th St. So.	

Reserve 'A' 62,408 NONE

MEMORIAL SQUARE AMENDED
PUD 6
Preparation date: JULY 20, 2022
SHEET 1 OF 1

PLAT No.

OWNER:
WOODARD HOMES, INC.
P.O. BOX 950
PORTERVILLE, CA. 93258
CONTACT: GREG WOODARD
PHONE: 559-333-2108
EMAIL: GREG@WOODARDHOMES.COM

SURVEYOR:
D. GOSS & ASSOCIATES
12347 HEYWOOD HILL ROAD
SAPULPA, OKLAHOMA 74066
PHONE: 918-638-9203
EMAIL: DGOSSASSOCIATES@AOL.COM
C.A. NO. 3932 EXP. 6-30-2024

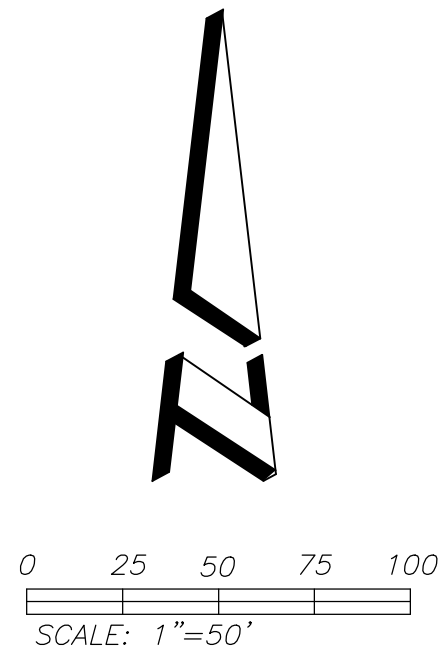
ENGINEER:
HISINC, LLC
28508 W. 41ST STREET SOUTH
MANNFORD, OKLAHOMA 74044
PHONE: 918-865-6977
EMAIL: WBSMITH@HISINC.US

PRELIMINARY PLAT
MEMORIAL SQUARE AMENDED

A RE-PLAT OF MEMORIAL SQUARE, PLAT NO. 4511
AN ADDITION SITUATED IN THE SW/4 OF SECTION 36,
T-18-N, R-13-E OF THE INDIAN BASE AND MERIDIAN,
TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

PUD 6

FINAL PLAT
CERTIFICATE OF APPROVAL
I hereby certify that this plat was approved
by the City Council of the City of Bixby
on _____
By: _____ Mayor - Vice Mayor
This approval is void if the above signature
is not endorsed by the City Manager or
City Clerk.
By: _____ City Manager - City Clerk



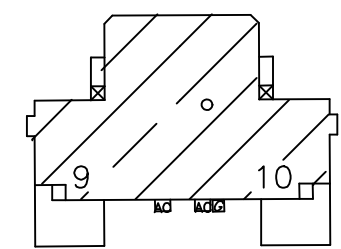
LOT AND BLOCK
SQUARE FEET, ADDRESS and FINISH FLOOR TABLE

Lot No.	Blk No.	Area Sq Ft	Address	Finish Floor Elevation
1	1		R/W for Streets	
2	1	8,625	NONE	
3	1	2,985	NONE	
4	1	663	NONE	
6	1	468	NONE	
7	1	663	NONE	
1	2	4,281	11919 So. 83rd E. Pl.	
2	2	3,531	11915 So. 83rd E. Pl.	
3	2	5,357	11911 So. 83rd E. Pl.	
4	2	5,464	11907 So. 83rd E. Pl.	
5	2	5,515	8361 E. 119th Pl. So.	
6	2	3,768	8357 E. 119th Pl. So.	
7	2	2,426	8353 E. 119th Pl. So.	
8	2	2,745	8349 E. 119th Pl. So.	
9	2	2,745	8345 E. 119th Pl. So.	
10	2	2,745	8341 E. 119th Pl. So.	
11	2	2,745	8337 E. 119th Pl. So.	
12	2	3,156	8333 E. 119th Pl. So.	
13	2	3,202	8329 E. 119th Pl. So.	
14	2	2,744	8325 E. 119th Pl. So.	
15	2	2,744	8321 E. 119th Pl. So.	
16	2	2,744	8317 E. 119th Pl. So.	
17	2	2,744	8313 E. 119th Pl. So.	
18	2	3,354	8309 E. 119th Pl. So.	
19	2	5,171	8305 E. 119th Pl. So.	
20	2	5,625	8301 E. 119th Pl. So.	
21	2	3,145	11908 So. 83rd E. Ave.	
22	2	3,024	11912 So. 83rd E. Ave.	
23	2	2,984	11916 So. 83rd E. Ave.	
24	2	3,265	11920 So. 83rd E. Ave.	
1	3	6,168	11926 So. 83rd E. Ave. (Existing)	609.35
2	3	5,770	11930 So. 83rd E. Ave. (Existing)	609.35
3	3	3,582	11934 So. 83rd E. Ave. (Existing)	609.10
4	3	3,577	11938 So. 83rd E. Ave. (Existing)	609.10
5	3	6,878	11942 So. 83rd E. Ave.	
6	3	4,515	8308 E. 120th Pl. So.	
7	3	4,658	8312 E. 120th Pl. So. (Existing)	608.70
8	3	5,012	8316 E. 120th Pl. So. (Existing)	608.70
9	3	4,117	8320 E. 120th Pl. So. (Existing)	609.30

NOTES:

- "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 descriptions.
- This plat meets the Oklahoma minimum standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Surveyors.
- 3/8" iron pins were either found or set at each property corner.

- BASIS FOR BEARINGS:
The basis for bearings is the West line "Memorial Square", with an assumed bearing of N 00°00'18"E.
- FEMA FLOODPLAIN NOTE:
The subject property is contained in Zone Unshaded "X" and "AE"
Map No. 40143C0432L
Date: October 16, 2012
- ZONING: "RM-1" - PUD 6



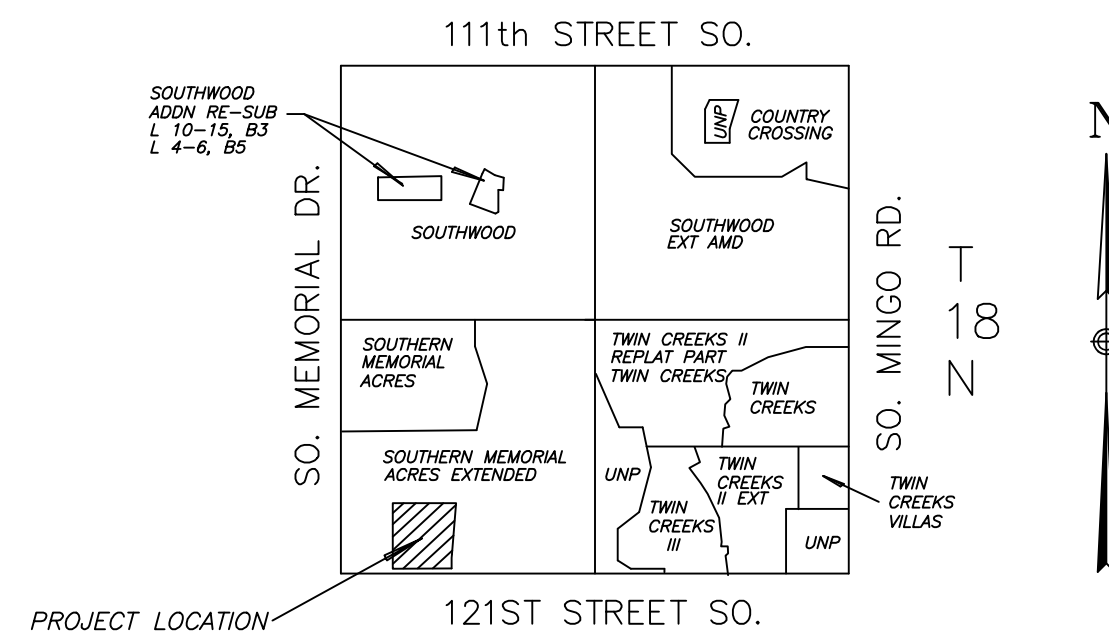
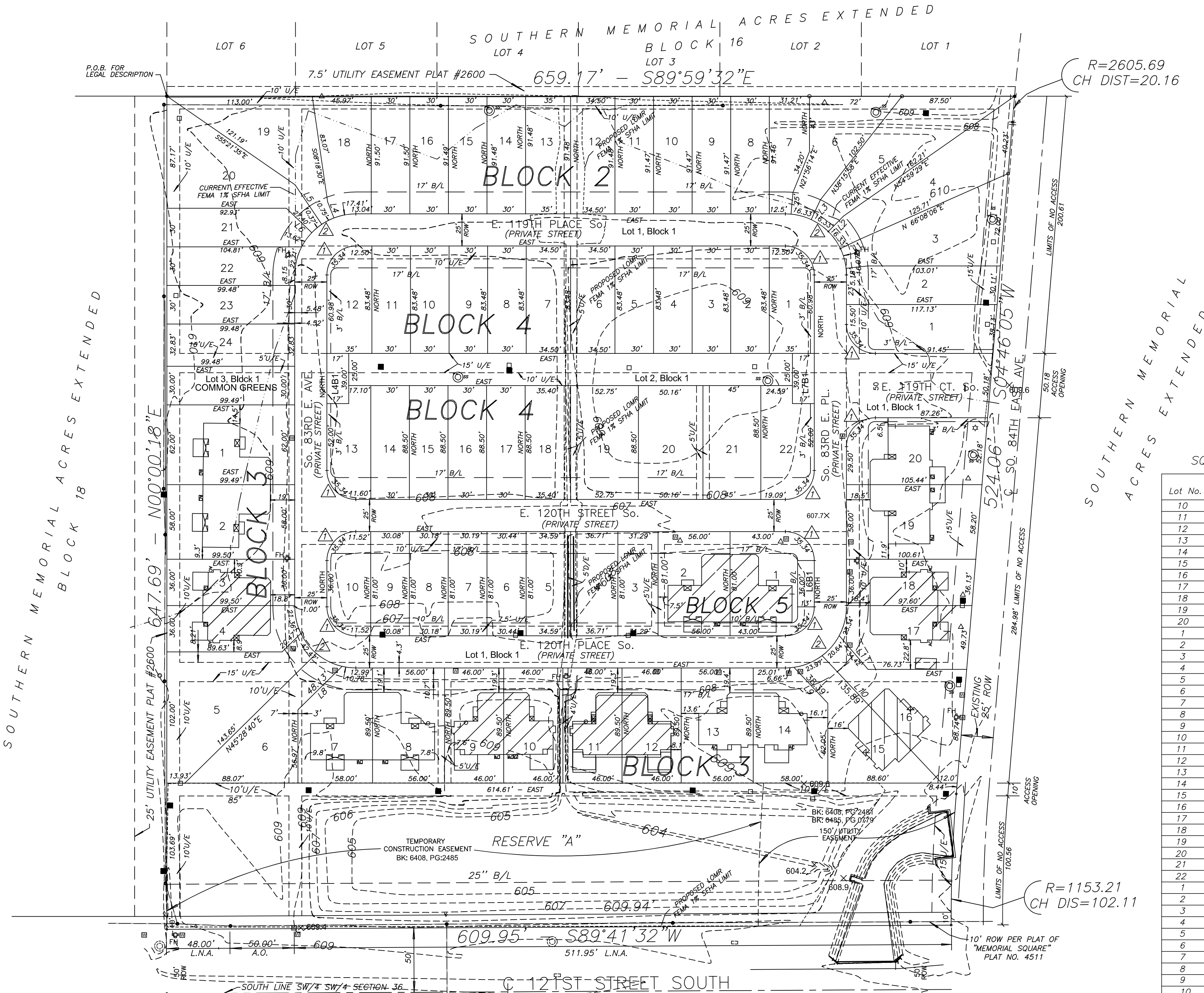
EXISTING DUPLEX UNITS

U/E	UTILITY EASEMENT	A.O.	ACCESS OPENING
B/L	BUILDING LINE	L.N.A.	LIMITS OF NO ACCES
ROW	ROAD RIGHT-OF-WAY	M.A.E.	MUTUAL ACCESS EASEMENT
D/E	DRAINAGE EASEMENT	NO.	NUMBER
SO.	SOUTH		
PL	RADIUS		
L	LENGTH		
BK	BOOK		
PG	PAGE		
DR.	DRIVE		
PUD	PLANNED UNIT DEVELOPMENT		
LSB1	LOT 5, BLOCK 1		

CURVE DATA			
No.	RADIUS	DELTA	LENGTH
1	22.50'	90°00'00"	35.34'
2	47.50'	90°00'00"	74.61'

LINE DATA		
No.	BEARING	LENGTH
L1	N 64°22'07" E	17.00'
L2	N 44°40'14" E	17.00'
L3	N 24°58'21" E	17.00'
L4	N 21°35'50" W	13.41'
L5	N 33°58'26" W	37.08'
L6	N 46°12'15" W	27.40'
L7	S 45°28'40" W	20.47'
L8	S 45°28'40" W	48.13'
L9	S 43°20'56" E	38.39'
L10	S 43°12'44" E	135.89'
L11	S 40°31'51" E	34.42'

MEMORIAL SQUARE AMENDED
PUD 6
Preparation date: JULY 20, 2022
SHEET 1 OF 3



SECTION 36
LOCATION MAP

SCALE: 1"= 2000'

SUBDIVISION CONTAINS:
AREA = 9.38 ACRES 408,592 SF
TOTAL NO. LOTS 76 BLOCKS 5
AMENDED TOTAL BUILDABLE NO. LOTS 56
JULY 20, 2022
C: WOODARD\MEMSQ AMENDED\FINAL\PLAT07282022

LOT AND BLOCK
SQUARE FEET, ADDRESS and FINISH FLOOR TABLE

Lot No.	Blk No.	Area Sq Ft	Address	Finish Floor Elevation
10	3	4,117	8324 E. 120th Pl. So. (Existing)	609.30
11	3	4,117	8328 E. 120th Pl. So. (Existing)	608.90
12	3	4,117	8332 E. 120th Pl. So. (Existing)	608.90
13	3	5,012	8336 E. 120th Pl. So. (Existing)	609.00
14	3	4,836	8340 E. 120th Pl. So. (Existing)	609.00
15	3	4,652	8344 E. 120th Pl. So. (Existing)	609.50
16	3	5,530	8348 E. 120th Pl. So. (Existing)	609.50
17	3	4,631	11939 So. 83rd E. Pl. (Existing)	609.70
18	3	3,568	11934 So. 83rd E. Pl. (Existing)	609.70
19	3	5,976	11931 So. 83rd E. Pl. (Existing)	609.20
20	3	5,486	11927 So. 83rd E. Pl. (Existing)	609.20
1	4	3,444	8350 E. 119th Pl. So.	
2	4	2,922	8346 E. 119th Pl. So.	
3	4	2,922	8342 E. 119th Pl. So.	
4	4	2,922	8338 E. 119th Pl. So.	
5	4	3,499	8334 E. 119th Pl. So.	
6	4	3,499	8326 E. 119th Pl. So.	
7	4	2,922	8322 E. 119th Pl. So.	
8	4	2,922	8318 E. 119th Pl. So.	
9	4	2,922	8314 E. 119th Pl. So.	
10	4	3,444	8310 E. 119th Pl. So.	
11	4	3,472	8301 E. 120th St. So.	
12	4	2,655	8305 E. 120th St. So.	
13	4	2,655	8309 E. 120th St. So.	
14	4	2,655	8313 E. 120th St. So.	
15	4	2,655	8317 E. 120th St. So.	
16	4	2,655	8321 E. 120th St. So.	
17	4	2,655	8325 E. 120th St. So.	
18	4	3,133	8329 E. 120th St. So.	
19	4	4,668	8333 E. 120th St. So.	
20	4	4,439	8337 E. 120th St. So.	
21	4	3,982	8341 E. 120th St. So.	
22	4	3,325	8345 E. 120th St. So.	
1	5	4,617	8330 E. 120th St. So. (Existing)	608.57
2	5	4,536	8326 E. 120th St. So. (Existing)	608.57
3	5	2,534	8322 E. 120th St. So.	
4	5	2,973	8318 E. 120th St. So.	
5	5	2,801	8314 E. 120th St. So.	
6	5	2,465	8310 E. 120th St. So.	
7	5	2,445	8308 E. 120th St. So.	
8	5	2,444	8306 E. 120th St. So.	
9	5	2,436	8302 E. 120th St. So.	
10	5	2,541	8300 E. 120th St. So.	

Reserve "A"

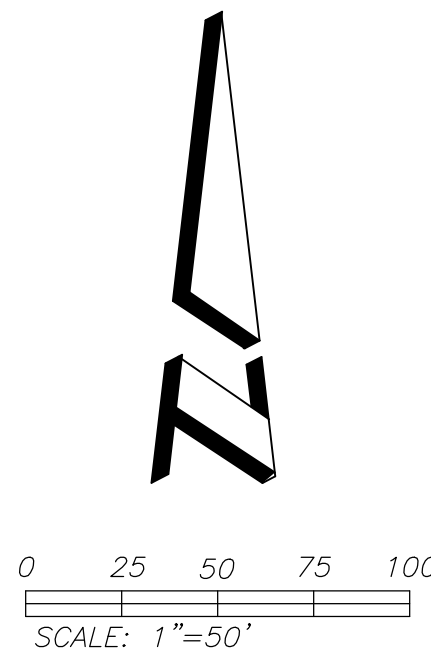
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CH DIS=102.11

PLAT No.

OWNER:
WOODARD HOMES, INC.
P.O. BOX 950
PORTERVILLE, CA. 93258
CONTACT: GREG WOODARD
PHONE: 559-333-2108
EMAIL: GREG@WOODARDHOMES.COM

SURVEYOR:
D. GOSS & ASSOCIATES
12347 HEYWOOD HILL ROAD
SAPULPA, OKLAHOMA 74066
PHONE: 918-638-9203
EMAIL: DGOSSASSOCIATES@AOL.COM
C.A. NO. 3932 EXP. 6-30-2024

ENGINEER:
HISINC, LLC
28508 W. 41ST STREET SOUTH
MANNFORD, OKLAHOMA 74044
PHONE: 918-665-6977
EMAIL: WBSMITH@HISINC.US



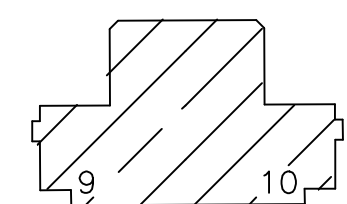
LOT AND BLOCK
SQUARE FEET, ADDRESS and FINISH FLOOR TABLE

Lot No.	Blk No.	Area Sq Ft	Address	Finish Floor Elevation
1	1		R/W for Streets	
2	1	8,625	NONE	
3	1	2,985	NONE	
4	1	663	NONE	
6	1	468	NONE	
7	1	663	NONE	

1	2	4,281	11919 So. 83rd E. Pl.	
2	2	3,531	11915 So. 83rd E. Pl.	
3	2	5,357	11911 So. 83rd E. Pl.	
4	2	5,464	11907 So. 83rd E. Pl.	
5	2	5,515	8361 E. 119th Pl. So.	
6	2	3,768	8357 E. 119th Pl. So.	
7	2	2,426	8353 E. 119th Pl. So.	
8	2	2,745	8349 E. 119th Pl. So.	
9	2	2,745	8345 E. 119th Pl. So.	
10	2	2,745	8341 E. 119th Pl. So.	
11	2	2,745	8337 E. 119th Pl. So.	
12	2	3,156	8333 E. 119th Pl. So.	
13	2	3,202	8329 E. 119th Pl. So.	
14	2	2,744	8325 E. 119th Pl. So.	
15	2	2,744	8321 E. 119th Pl. So.	
16	2	2,744	8317 E. 119th Pl. So.	
17	2	2,744	8313 E. 119th Pl. So.	
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19	2	5,171	8305 E. 119th Pl. So.	
20	2	5,625	8301 E. 119th Pl. So.	
21	2	3,145	11908 So. 83rd E. Ave.	
22	2	3,024	11912 So. 83rd E. Ave.	
23	2	2,984	11916 So. 83rd E. Ave.	
24	2	3,265	11920 So. 83rd E. Ave.	
1	3	6,168	11926 So. 83rd E. Ave. (Existing)	609.35
2	3	5,770	11930 So. 83rd E. Ave. (Existing)	609.35
3	3	3,582	11934 So. 83rd E. Ave. (Existing)	609.10
4	3	3,577	11938 So. 83rd E. Ave. (Existing)	609.10
5	3	6,878	11942 So. 83rd E. Ave.	
6	3	4,515	8308 E. 120th Pl. So.	
7	3	4,658	8312 E. 120th Pl. So. (Existing)	608.70
8	3	5,012	8316 E. 120th Pl. So. (Existing)	608.70
9	3	4,117	8320 E. 120th Pl. So. (Existing)	609.30

NOTES:

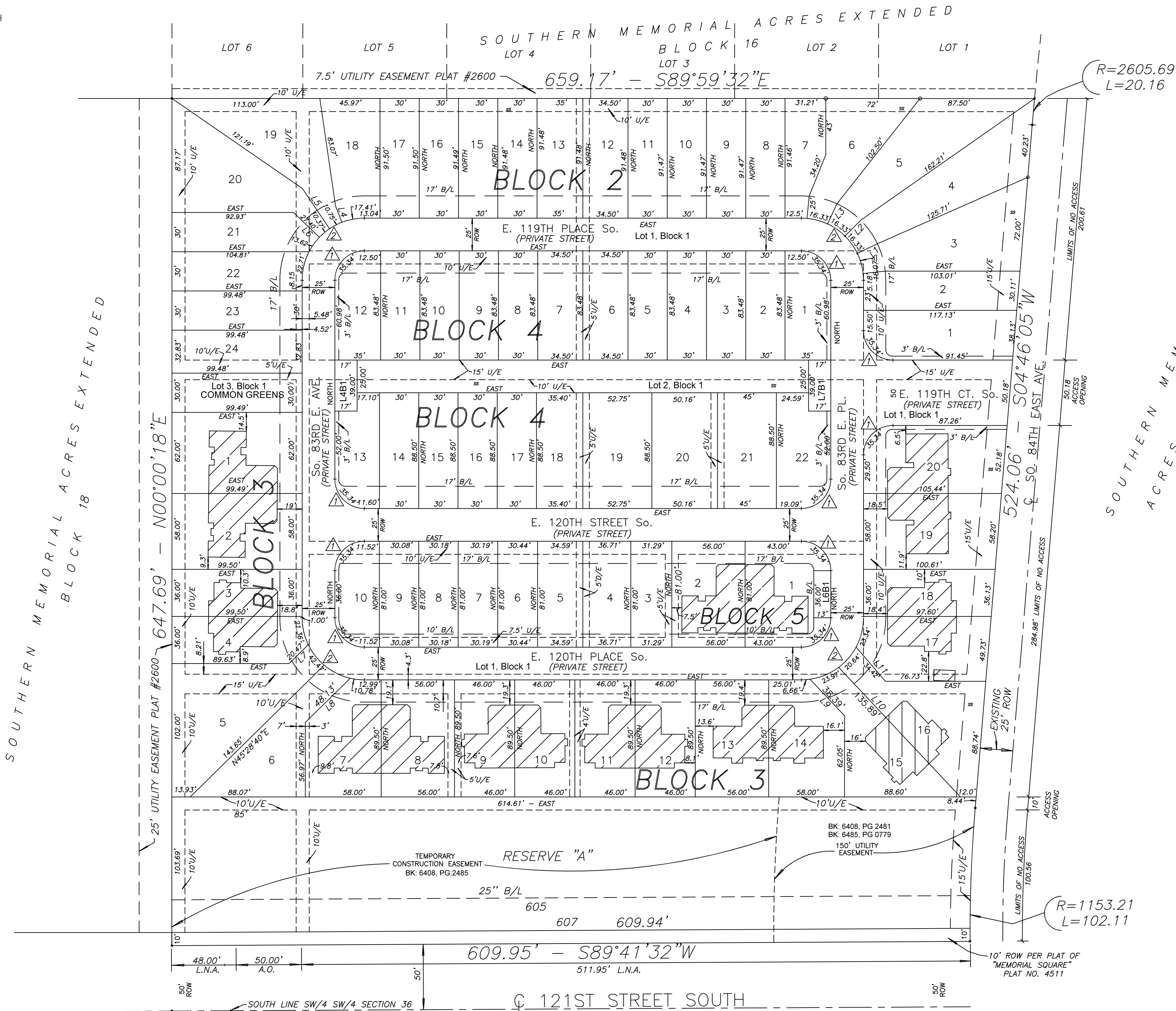
- "Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied on in place of legal descriptions.
- This plat meets the Oklahoma minimum standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Surveyors.
- 3/8" iron pins were either found or set at each property corner.
- BASIS FOR BEARINGS:
The basis for bearings is the West line "Memorial Square", with an assumed bearing of N 00°00'18"E.
- FEMA FLOODPLAIN NOTE:
The subject property is contained in Zone Unshaded "X" and "AE"
Map No. 40143C0432L
Date: October 16, 2012
- ZONING: "RM-1" - PUD 6



EXISTING DUPLEX UNITS

FINAL PLAT MEMORIAL SQUARE AMENDED

A RE-PLAT OF MEMORIAL SQUARE, PLAT NO. 4511.
AN ADDITION SITUATED IN THE SW/4 OF SECTION 36,
T-18-N, R-13-E OF THE INDIAN BASE AND MERIDIAN,
TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.
PUD 6



LEGEND

U/E	UTILITY EASEMENT	A.O.	ACCESS OPENING
B/L	BUILDING LINE	L.N.A.	LIMITS OF NO ACCESS
ROW	ROAD RIGHT-OF-WAY	M.A.E.	MUTUAL ACCESS EASEMENT
D/E	DRAINAGE EASEMENT	NO.	NUMBER
SO	SOUTH		
R	RADIUS		
PL	PLACE		
L	LENGTH		
BK	BOOK		
PG	PAGE		
DR	DRIVE		
PUD	PLANNED UNIT DEVELOPMENT		
L5B1	LOT 5, BLOCK 1		

CURVE DATA			
No.	RADIUS	DELTA	LENGTH
1	22.50'	90°00'00"	35.34'
2	47.50'	90°00'00"	74.61'

LINE DATA		
No.	BEARING	LENGTH
L1	N 64°22'07" E	17.00'
L2	N 44°40'14" E	17.00'
L3	N 24°58'21" E	17.00'
L4	N 21°35'50" W	13.41'
L5	N 33°58'26" W	37.08'
L6	N 46°12'15" W	27.40'
L7	S 45°28'40" W	20.47'
L8	S 45°28'40" W	48.13'
L9	S 43°20'56" E	38.39'
L10	S 43°12'44" E	135.89'
L11	S 40°31'51" E	34.42'

FINAL PLAT
CERTIFICATE OF APPROVAL

I Hereby certify that this plat was approved by the City Council of the City of Bixby on _____

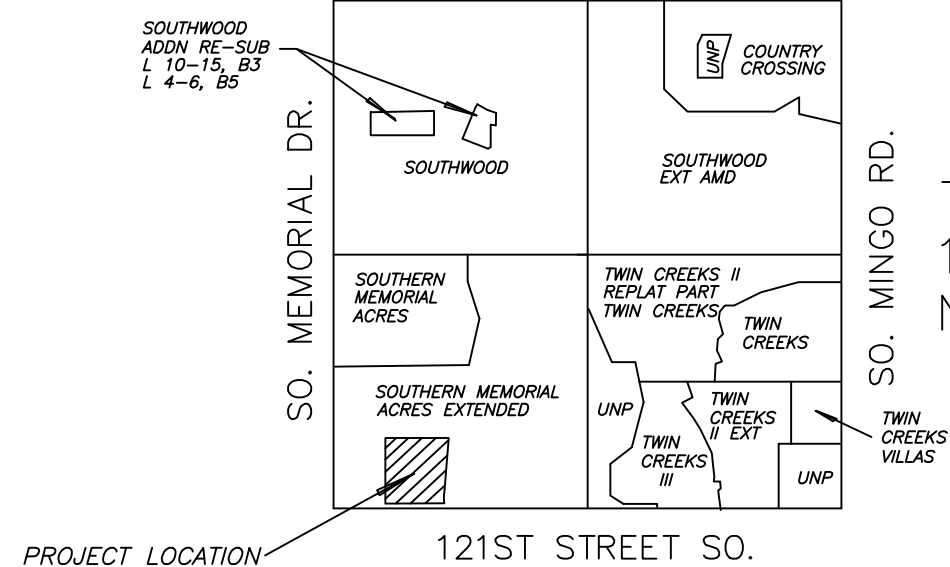
By: _____ Mayor - Vice Mayor

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

By: _____ City Manager - City Clerk

R-13-E

111th STREET SO.



SECTION 36 LOCATION MAP

SCALE: 1"= 2000'

SUBDIVISION CONTAINS:
AREA = 9.38 ACRES 408,592 SF
TOTAL NO. LOTS 76 BLOCKS 5
AMENDED TOTAL BUILDABLE NO. LOTS 56
JULY 20, 2022
C: WOODARD\MEMSQ AMENDED\FINALPLAT07282022

LOT AND BLOCK
SQUARE FEET, ADDRESS and FINISH FLOOR TABLE

Lot No.	Blk No.	Area Sq Ft	Address	Finish Floor Elevation
10	3	4,117	8324 E. 120th Pl. So. (Existing)	609.30
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13	3	5,012	8336 E. 120th Pl. So. (Existing)	609.00
14	3	4,836	8340 E. 120th Pl. So. (Existing)	609.00
15	3	4,652	8344 E. 120th Pl. So. (Existing)	609.50
16	3	5,530	8348 E. 120th Pl. So. (Existing)	609.50
17	3	4,631	11939 So. 83rd E. Pl. (Existing)	609.70
18	3	3,568	11934 So. 83rd E. Pl. (Existing)	609.70
19	3	5,976	11931 So. 83rd E. Pl. (Existing)	609.20
20	3	5,486	11927 So. 83rd E. Pl. (Existing)	609.20
1	4	3,444	8350 E. 119th Pl. So.	
2	4	2,922	8346 E. 119th Pl. So.	
3	4	2,922	8342 E. 119th Pl. So.	
4	4	2,922	8338 E. 119th Pl. So.	
5	4	3,499	8334 E. 119th Pl. So.	
6	4	3,499	8326 E. 119th Pl. So.	
7	4	2,922	8322 E. 119th Pl. So.	
8	4	2,922	8318 E. 119th Pl. So.	
9	4	2,922	8314 E. 119th Pl. So.	
10	4	3,444	8310 E. 119th Pl. So.	
11	4	3,472	8301 E. 120th St. So.	
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13	4	2,655	8309 E. 120th St. So.	
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15	4	2,655	8317 E. 120th St. So.	
16	4	2,655	8321 E. 120th St. So.	
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19	4	4,668	8333 E. 120th St. So.	
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21	4	3,982	8341 E. 120th St. So.	
22	4	3,325	8345 E. 120th St. So.	
1	5	4,617	8330 E. 120th St. So. (Existing)	608.57
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4	5	2,973	8318 E. 120th St. So.	
5	5	2,801	8314 E. 120th St. So.	
6	5	2,465	8310 E. 120th St. So.	
7	5	2,445	8308 E. 120th St. So.	
8	5	2,444	8306 E. 120th St. So.	
9	5	2,436	8302 E. 120th St. So.	
10	5	2,541	8300 E. 120th St. So.	
Reserve 'A'		62,408	NONE	

MEMORIAL SQUARE AMENDED
PUD 6
Preparation date: JULY 20, 2022
SHEET 1 OF 1

DEED OF DEDICATION AND STATEMENT OF RESTRICTIVE COVENANTS
MEMORIAL SQUARE AMENDED
PUD-6

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WOODWARD HOMES, INC., is the owner in fee simple to the following described property in the City of Bixby, Tulsa County, Oklahoma,

Being a re-plot of Memorial Square, an addition to the City of Bixby, Tulsa County, State of Oklahoma according to the recorded plat number 4511, being more particularly described as follows:

Beginning at the Northwest Corner of said Memorial Square, thence on an assumed bearing of S 89°59'32"E being the north line of said Memorial Square a distance of 658.17 feet to the Northeast corner of said Memorial Square; thence along a curve to the left with a radius of 2605.68 feet, a chord distance of 20.16 feet to a point thence S 0°46'05"W along the east line of Memorial Square a distance of 524.06 feet; thence along a curve to the left with a radius of 1153.21 feet, a chord distance of 102.11 feet; thence S 89°41'32"W for 609.95 feet to a point on the west line of Memorial Square; thence N 0°00'18"E and along the west line of Memorial Square a distance of 647.69 feet to the point of beginning.

WOODWARD HOMES, INC., shall be referred to in the Deed of Dedication as the OWNER/DEVELOPER and shall be referred to as "Owner", stated, plotted, and subdivided into lots, blocks, and streets, and has designated the same as "MEMORIAL SQUARE AMENDED", an Addition to the City of Bixby, being a replat of Memorial Square, Tulsa County, Oklahoma (hereinafter sometimes referred to as the "Subdivision").

WOODWARD HOMES, INC., hereby dedicates to the City of Bixby, its successors and assigns all easements as shown on this plat and do hereby guarantee title to all land that is dedicated, granted, donated, and/or conveyed, and dedicated, access rights reserved, and subdivided for the purpose of providing an orderly development of the entire tract of land.

Owner/Developer may be referred to as, "Owner",
Memorial Square Amended may be referred to as, "Subdivision".

SECTION 1. PUBLIC COVENANTS

A. EASEMENTS AND UTILITIES

The Owner hereby dedicates to the public the utility easements designated 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, 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, manholes 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 stated, provided that the Owner reserves the right to construct, maintain, operate, lay and repair or replace water lines and sewer lines within the property owned by the particular owner, together with the right of ingress and egress for such construction, maintenance, operation, laying, repairing and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to areas depicted on the plat. The Owner 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 that interferes with stated uses and purposes of the utility easements shall be placed, erected, installed or maintained, provided nothing herein shall be deemed to prohibit properly-permitted drives, parking areas, curbing, landscaping and customary screening fences which do not constitute an obstruction.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- The owners of any lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on the Owners lot.
- Within utility easements, restricted waterline, sanitary sewer and drainage easements depicted on the accompanying plat, the alteration of grade from the contours existing prior to the completion of the installation of a public water main, sanitary sewer main, or any construction activity which, in the judgment of the City of Bixby, would interfere with public water mains, sanitary sewer mains, shall be prohibited.
- The City of Bixby, Oklahoma, or its successors, shall be responsible for the protection of all utility easements, restricted waterline, sanitary sewer and drainage easements depicted on the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water, sanitary sewer facilities.
- The covenants set forth in this subsection shall be enforceable by the Owner, or its successors, and the owners of each lot agree to be bound by these covenants.

C. PAVING AND LANDSCAPING WITHIN EASEMENTS

The Owners of any lot depicted on the accompanying plat shall be responsible for the repair of damage to properly-permitted landscaping and paving occasioned by installation or necessary maintenance of underground water, sanitary sewer, storm sewer, natural gas, communication, cable television or electric facilities within the easement areas depicted upon the accompanying plat in the City of Bixby, Oklahoma, or its successors, or the supplier of the utility service shall use reasonable care in the performance of such activities.

D. CERTIFICATE OF OCCUPANCY RESTRICTIONS

No Certificate of Occupancy for a building within the Subdivision shall be issued by the City until construction of the required infrastructure (streets, water, sanitary sewer and storm sewer systems) serving the Subdivision has been completed and accepted by the City. Notwithstanding the foregoing, the City may authorize the phasing of the construction of infrastructure within the Subdivision. A Certificate of Occupancy, or a Temporary Certificate of Occupancy, for a building within an authorized phase may be issued upon the completion and acceptance of the infrastructure serving the particular phase. The City's acceptance shall be evidenced by a document executed by the Mayor of the City of Bixby (the "City's Acceptance of Infrastructure") and filed in the records of the Tulsa County Clerk. Building construction occurring prior to recording of the City's Acceptance of Infrastructure shall be at the risk of the owner of the lot, notwithstanding the issuance of a building permit.

E. STREET AND EASEMENT DEDICATIONS

Memorial Square Amended's streets, located in Lot 1, Block 1, will be private. The dedication of utility easements, other easements to the public, contained in this Section 1, shall not take effect until a separate instrument titled "Formal Acceptance" or a similar acceptance of the dedication of the infrastructure is recorded by the City of Bixby on behalf of public in the land records of the Tulsa County Clerk's office. However, the rights and uses outlined herein, necessary for the installation by private utilities of their facilities, i.e. electric, gas, telephone and communication, etc., exclusive of those dedicated to the City of Bixby or the public, shall be enforceable by the City of Bixby for surveying, excavating, construction, operating, and maintaining such facilities and the City files its formal acceptance and these rights and uses are subsumed by dedication to the public and acceptance by the city.

F. UTILITY SERVICE

- Overhead lines for the supply of electric, telephone and cable television services may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable, and elsewhere throughout the subdivision, all supply lines including electric, telephone, cable television and gas lines shall be located underground in 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 general utility easements.
- Underground service cables and gas service lines to all structures within the subdivision may be extended from the nearest gas main, service pedestal or the point of use determined by the location and construction of such structure upon the lot, provided upon installation of a service cable or gas service line to a particular structure, the supplier of such services shall be deemed to have a dedicated easement for the purpose and non-exclusive easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.
- The supplier of electric, telephone, cable television and gas service, 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.
- The Owners of any lot shall be responsible for the protection of the underground service facilities located on the Owners lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. Each supplier of these services shall be responsible for ordinary maintenance of underground facilities, but the owners of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or the Owner's agents or contractors.
- The covenants set forth in this subsection shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of any lot agrees to be bound by these covenants.

G. GAS SERVICE

- The supplier of gas service through its agents and employees shall at all times have the right of access to all utility easements shown on the plat or as otherwise 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 gas service.
- The Owners of any lot shall be responsible for the protection of the underground gas facilities located within the lot and shall prevent the alteration of grade or any other construction activity which would interfere with gas service. The supplier of gas service shall be responsible for the ordinary maintenance of its facilities, but the owners shall pay for damage or relocation of facilities caused or necessitated by acts of the owner of the lot or its agents or contractors.
- The covenants set forth in this subsection shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound by these covenants.

H. SURFACE DRAINAGE

Each lot shall receive and drain, in an unobstructed manner, the stormwater from lots and drainage areas of higher elevation. 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 the owners lot. The covenants set forth in this subsection shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

I. ROOF DRAIN REQUIREMENTS

The Owner hereby imposes a restrictive covenant, which covenant shall be binding on each affected lot owner and shall be enforceable by the Owner/Developer, that buildings constructed on all lots, shall each have roof drains designed and constructed to discharge stormwater runoff to the adjacent street.

J. RESERVE "A"

Reserve A will be used for Storm Water Drainage and Detention. The Memorial Square Property Owners Association will be responsible for the maintenance of Reserve A.

SECTION 2. PLANNED UNIT DEVELOPMENT (PUD-6)

Usage of the following words shall having the following meanings, unless the context clearly requires otherwise: "City" shall mean the City of Bixby; "lot" shall mean a lot in the Subdivision; "lot owner" shall mean a lot owner in the Subdivision "plat" shall mean the accompanying plat of the Subdivision; and "zoning code" shall mean the City of Bixby Zoning Code. The Planned Unit Development Restrictions are established for the mutual benefit of the Lot Owners, their successors and assigns, for the purpose of providing an orderly development of the Subdivision and for maintaining conformity of the improvements therein, the following covenants and restrictions hereby are imposed upon the use and occupancy of the lots within the Subdivision.

DEVELOPMENT STANDARDS

The area plotted in Memorial Square as Reserve "A":

LAND AREA:		
Gross:	1.45 acres	63,244.67 sf
Net:	1.45 acres	63,244.67 sf

Zoning: "CS" district, Memorial Square as Reserve "A",
"RM-1" district, Memorial Square Lots 3 thru 8, Block 5.

PERMITTED USES:

The proposed use for Development Area A is storm water drainage and detention.

DEVELOPMENT AREA A. Area plotted in Memorial Square as Lots 1 thru 4, Block 3, Lots 7 thru 20, Block 3 and Lots 1 and 2, Block 5.

LAND AREA:		
Gross:	2.16 acres	94,079 sf
Net:	2.16 acres	94,079 sf

NUMBER OF EXISTING UNITS: 20 dwelling units

LAND AREA PER DWELLING UNIT: 4,200 sq ft per development unit min.

PERMITTED USES:

The existing Underlying Zoning District for Lots 7 thru 16, Block 3 is "CS". The existing underlying Zoning District for Lots 1 thru 4 and Lots 17 thru 20, Block 3 and Lots 1 and 2, Block 5 is "RM-1". Use Unit 7, duplexes, and Use Unit 7A, townhouses are allowed in the Development Area A.

LOT WIDTH (min.ft.) 20 feet
THE MINIMUM LOT WIDTH FOR FLAG LOTS 10 feet
At the private street

MINIMUM LOT AREA: 1600 sf
MINIMUM LIVABILITY SPACE: 1000 sf

THE BUILDING SETBACKS (YARD REQUIREMENTS):
Front yard abutting a private street 10 feet
Rear yards (min.ft.) 5 feet
Side yards (min.ft.) 0 feet

THE MAXIMUM BUILDING HEIGHT 40 feet or 2 stories
whichever is less

Other Bulk and Area Requirements

As provided within a CS and/or RM-1 District as per existing respective zoning district boundaries

MASONRY requirement (min.sq.ft.)

0% of the existing building elevation surface.

OFF STREET PARKING

1 SPACE

DEVELOPMENT AREA B. Area plotted in as Blocks 2 and 4, Memorial Square Amended and Lot 5 and 6, Block 3.....and Lot 3 thru 10, Block 5.

BLOCK 2 AREA: 1.956 acres 85,219.97 sf

Gross: 1.956 acres 85,219.97 sf

BLOCK 3, Lot 5 & 6: 0.261 acres 11,393 sf

Gross: 0.261 acres 11,393 sf

BLOCK 4 AREA: 1.479 acres 64,426.26 sf

Gross: 1.479 acres 64,426.26 sf

INTENSITY OF USE: 56 LOTS

MIN. LAND AREA PER DWELLING UNIT: 2,400 sq ft per development unit min.

PERMITTED USES:

The existing zoning is "RM-1".

The proposed Underlying Zoning District: "R1"

Uses to include all Uses Units of the City of Bixby Zoning Code

permitted by right within the "R1" zoning district.

LOT WIDTH (min.ft.) 20 feet
THE MINIMUM LOT WIDTH FOR FLAG LOTS 10 feet
At the private street

LANDSCAPED AREA AND VISUAL SCREENING:

- An existing wooden privacy fence exists along the south side of Block 3 and will remain in place. A six foot wooden privacy fence will be installed along the north and east property lines. The existing fence along the west property line screening Town and Country Shopping Center will remain in place. Trees along the entrance and existing duplexes will remain. The trees along 119th Place will be kept, if possible, during the construction process.

SIGNAGE:

- Any proposed new subdivision signage will be applied for with a sign application.

STANDARD REQUIREMENTS:

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

ACCESS AND CIRCULATION:

- The paved streets are shown as Lot 1, Block 1, Memorial Square and in this PUD are private and in place. These streets are 25 feet wide face of curb to face of curb. The City Engineer will confirm East 120th, East 120th Place, and 83rd E Ave. and 83rd E Place, south of E. 120th Street will be elevated to meet the City of Bixby street flooding standards. Sidewalks, 4 feet in width, will be constructed by the owner/developer along the internal private streets and approved by the City Engineer. Sidewalk easements will be determined during the platting process. Limits of No Access and an Access Opening will be shown along So. 84th E Ave. The right of way road width shown on the recorded plat No. 4511 of Memorial Square will remain in place. Limits of No Access will be imposed along the E. 121st Street frontage, except for approved access openings.

UTILITIES AND DRAINAGE:

- Site utilities are existing for Memorial Square, Plot No. 4511 and presently used by the duplexes in Lots 1-4 and 7-20, Block 3 and Lots 1-2, Block 5. Reserve "A" is used for on-site storm water detention. The elevation of rim for sanitary sewer manholes and fire hydrant base elevations will be determined by the City Engineer. The City Engineer will approve storm water detention, streets and any other required improvements. Street light locations will be determined by AEP/PSO. Traffic signs will be approved by the Bixby Police Department.

PLATTING REQUIREMENT:

- Memorial Square, plot no. 4511 will be re-platted. The subdivision plat will be presented before the Bixby Planning Commission and Bixby City Council for approval. Platting will be required before Building Permit issuance. Additional Drainage Easements and/or Utility Easements may be required during the platting process to contain the existing drainage or utility infrastructure which will remain.

PLATTING REQUIREMENT:

- Development of the project is expected to commence in the near future and be completed as market conditions permit.

The foregoing PUD Text shall control in the event of any conflict between the terms of the PUD Text and the exhibits. Therefore, all exhibits shall be deemed to be modified as necessary to comply with the terms of the PUD text and with the requirements of the Bixby City Council.

SECTION 3. PRIVATE COVENANTS AND RESTRICTIONS

The following standards shall apply to all lots of the Subdivision unless specifically modified or superseded by more specific provisions adopted by the Owners as hereinafter provided.
1. Architectural Committee. The Owner may form an Architectural Committee (referred to in this document as the "Architectural Committee" or "Committee") for the Subdivision. If an Architectural Committee is not formed, WOODWARD HOMES, INC. shall perform all functions of the Architectural Committee. The Architectural Committee will:

- Review and approve all structures to be built on the lots in the Subdivision, and approve the site plan.
- Be responsible for interpreting of development and construction standards contained in this Deed of Dedication as applicable to the lots in the Subdivision.
- The Committee shall consist of not more than one (1) nor more than three (3) members to be appointed by the Owner, until the Owner, in its sole discretion, assigns and transfers the responsibility for the appointment of the Committee to its Property Owners Association formed. No new building or improvements may be commenced on any lot in the Subdivision without the written approval of the Committee.

2. Required Plans. The architectural plans to be submitted and approved by the Committee shall include, at a minimum, the following with regard to each improvement to be constructed on any Lot in the Subdivision, prior to submission to the City of Bixby:

- An accurate site plan;
- An accurate floor plan;
- An accurate elevation;
- A landscaping plan, including, but not limited to, the composition, location and height of fencing for trash receptacles;
- Any other plans or information requiring approval of the City of Bixby or any of its commissions or committees; and
- Details regarding the composition of all roofing and external building materials.

3. Building materials. Building designs, elevations and materials shall comply with minimum standards set forth in all applicable City of Bixby ordinances and regulations. Building designs, elevations and materials also shall be approved by the Architectural Committee. Any deviation of the exterior construction materials shall be permitted only with the written consent of the Architectural Committee.

4. Nuisance prohibited. No noxious or offensive trade or activity shall be carried on upon any lot in the Subdivision, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood. Each lot shall be maintained in a neat and orderly condition, free of rubbish, trash, and other debris and should be mowed to prevent growth of weeds and tall grass.

5. Permitted uses will be in accordance with existing Zoning Codes and PUD 6.

6. Developmental phasing. Lot division, single-use Lots. Developmental phasing shall be allowed. A lot in the Subdivision may be split or further subdivided with approval by the City of Bixby. Lot splitting may also correct encroachments or other boundary deficiencies caused by errors in the platting, re-platting or surveying of the Subdivision.

7. Compliance. The development and use of the Subdivision shall be in compliance with the Plat and other plans approved by the City of Bixby regarding the Subdivision.

8. No fence or wall shall be erected or placed on any Lot without the consent of the Architectural Committee. The Architectural Committee will review the material and location of all fencing.

9. No structure or vehicle such as a trailer, basement, tent, shack, garage, barn, camper, mobile home or other outbuilding shall be used on any Lot at any time as residence. Trailers may be used temporarily during the process of constructing a permanent building on a Lot.

10. All signs are prohibited on these Lots and buildings thereon except:

- Signs that meet the current City of Bixby Codes regulating the location, design and quality of maintenance;
- Signs erected by the City of Bixby or County of Tulsa for identification of streets, traffic control and directional purposes;
- Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 30 square feet in area unless approved by the Owner/Developer;
- Signs erected by the Owner advertising the name and entrance of the sold properties;
- Promotional banners may be displayed, if Bixby City Zoning Codes allow, for a maximum of 14 days;
- All site specific signs must be approved by the Architectural Committee.

11. No Lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other wastes shall not be kept except in approved sanitary containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be fenced from view and kept in a clean and sanitary condition.

12. All automobiles and other motorized vehicles on the Lots must be state licensed and in running order at all times. All vehicles are to be parked at all times on the Lot hard surface.

13. No antenna, aerial, or other device except a roof mounted 18" satellite dish shall be permitted on any structure where some form of TV cable is available, including pay satellite furnished by others. Where TV cable or pay satellite is not available, Owner is permitted one (1) antenna which will be allowed for the sole purpose of television broadcast transmission, and such antenna shall be related to a height necessary for the TV reception in the area. No CB, ham radio, satellite dish, or other antennas shall be permitted. The Architectural Committee or Woodward Homes, Inc., or its assigns may waive any item of this paragraph.

14. In the event that any lot is sold and no structure is immediately erected, at all times, the owner or owners of each lot or lots shall keep said property mowed and in a sanitary condition at all times.

15. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration herein be made until the plans and specifications showing the nature, size, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Committee. In the event said Committee fails to approve or disapprove, in writing, such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to be fully complied with.

16. In the event a building on any Lot in said Subdivision is destroyed by fire or otherwise destroyed, the owner of said Lot shall raze the structure and clean off the tract or start to rebuild the structure within 120 days from the time the building was destroyed.

17. The exterior walls of the buildings that face a private street shall have a minimum of 25% masonry covering the structure. Masonry to be either: concrete, brick, stone or stucco.

18. Sidelwalks shall be 4 feet wide and be constructed behind the curb unless approved otherwise by the City and the Architectural Committee.

19. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any building site outside of the building unless the same shall otherwise be screened by such walls, fences, and landscaping to attractively conceal areas visible from outside of the building site boundaries.

SECTION 4. PROPERTY OWNERS ASSOCIATION

A. WOODARD HOMES, INC., the Owner/Developer shall form or cause to be formed the Memorial Square Owners Association, an Oklahoma not-for-profit corporation, (the "Association").

The purpose of the Association is to operate, manage, repair, replace and maintain the common areas serving or benefitting MEMORIAL SQUARE AMENDED including, without limitation, signage, landscaping, storm drainage, storm sewer facilities, utility systems, sprinkler systems, easement areas and other amenities, traffic control equipment, streets, fences, fire hydrants, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, depreciation on or rentals of machinery and equipment, personnel to implement such services, direct pedestrian traffic and parking and police the common areas, any other activities necessary to keep such common areas in a good state of repair and enhance the value, security, desirability and attractiveness of MEMORIAL SQUARE AMENDED.

B. Membership

Every lot owner or parcel owner in MEMORIAL SQUARE AMENDED shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any lot or parcel in the Subdivision. The acceptance of a deed to one (1) or more lots or parcels shall constitute acceptance of membership in the Association as the date of recording of such deed. The lots in Block 1 are excluded and will be owned by the Property Owners Association.

C. Assessment by Association

Each lot or parcel owner within the Subdivision shall be subject to assessment by the Association for the purposes of operating, managing, repairing, replacing and maintaining the common areas serving or benefitting MEMORIAL SQUARE AMENDED including, without limitation, signage, landscaping, storm drainage, utility systems, sprinkler systems, easement areas and other amenities, fire detention ponds, traffic control equipment, streets, fences, fire hydrants, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, depreciation on or rentals of machinery and equipment, personnel to implement such services, direct pedestrian traffic and parking and police the common areas, any other activities necessary to keep the common areas in a good state of repair and enhance the value, security, desirability and attractiveness of MEMORIAL SQUARE AMENDED and such other purposes as the Board of Directors of the Association may, from time to time, determine pursuant to the By-Laws and Certificate of Incorporation of the Association.

D. Association Beneficiary of Covenants.

Without limitation of such powers and rights as the Association may have, the Association shall be deemed a beneficiary of the various covenants contained in this Deed of Dedication to the same extent as all other beneficiaries thereof, including each lot or parcel owner, and the supplier of any utility or other service within the Subdivision, and shall have the right to enforce these covenants and agreements.

E. Payment of Assessments.

Owners hereby covenant and each lot or parcel owner by acceptance of a deed to a lot or parcel, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (a) lot assessments; (b) monthly, quarterly or annual maintenance assessments; and (c) special assessments for capital improvements. Such assessments shall be established and collected as determined by the Association. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, should be charged on each lot or parcel and shall be a continuing lien upon the lot or parcel against which the assessment is made. Each assessment, together with interest, cost and reasonable attorneys' fees, shall be the personal obligation of the owners of the lot or parcel at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass through the successors-in-title unless expressly assumed by them. The Association shall fix the regular monthly, quarterly or annual assessments according to the provisions of the By-Laws and Certificate of Incorporation of the Association. In addition to the regular monthly, quarterly or annual assessments, authorized above, the Association may levy, in an assessment period, a special assessment applicable to the period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repairs or replacement of a capital improvement.

F. Delinquent Assessments.

Any assessment which is not paid when due shall be delinquent and shall constitute a lien on the lot or parcel against which the assessment is made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest per annum as set by the Board of Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose its lien against the lot/parcel, or both, and interest, costs and reasonable attorneys' fees for any such action shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of such owner's lot or parcel.

G. Lien.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot or parcel shall not affect the assessment lien; provided, however, the sale or transfer of any lot or parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the lot or parcel from the lien for assessments thereafter becoming due.

SECTION 5. ENFORCEMENT, AMENDMENT, ETC.

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner of each lot, its successors and assigns. Covenants within Section 1, whether or not specifically therein so stated, shall inure to the benefit of and shall be enforceable by the Property Owners Association and the City of Bixby. Section 2, Planned Unit Development PUD 6 and provisions of the Bixby Zoning Code and shall inure to the benefit of the Association and the City of Bixby. Section 3, Private Covenants and Restrictions assigns and assigns in title and the City of Bixby. The covenants contained in Section 3, Private Covenants and Restrictions, may be enforced by any owner owner of a lot and for the Property Owners Association.

Section 4, Property Owners Association, shall inure only to the benefit of and shall be enforceable by any owner of a lot and/or the Property Owners Association. If the undersigned Owners, or its successors or assigns, any owner of a lot, or any other person, shall violate any of the covenants or restrictions contained herein, it shall be lawful for any owner of a lot, or the Property Owners Association, as appropriate in accordance with their respective interests identified herein, to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent it, him, her or them from so doing or to compel compliance or to recover damages. In any judicial action to enforce the provisions of this Section, the prevailing party may recover reasonable costs and attorneys' fees.

In any judicial action brought by any owner to enforce the provisions of this Deed of Dedication, the prevailing party may recover reasonable costs and attorneys' 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. Provided, if the 30 year limitation of any time shall be deemed to apply, then, at the expiration of such 30 year term, the restrictions shall be deemed to automatically renew for successive periods of seven (7) years, unless terminated or amended as provided herein or as allowed by law.

C. Amendment

The covenants contained within Section 1, Public Covenants, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the City of Bixby Planning Commission, or its successors, and the City of Bixby, Oklahoma. The covenants contained within Section 2, Planned Unit Development 6, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the City of Bixby Planning Commission, or its successors. The covenants contained within Section 3, Private Covenants and Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of two-thirds (2/3) of the lots, parcels or land to which the amendment or termination is to be applicable.

Minor Amendments. The Covenants shall be deemed amended (without necessity of execution of an amending document) to conform to amendments to bulk and area requirements and other minor amendments that subsequently may be approved by the City of Bixby Planning Commission or other agency of the City pursuant to its review of a minor amendment processed in accordance with the provisions of the City of Bixby Zoning Code, and the filing of a certified copy of the minutes of the Bixby Planning Commission with the Tulsa County Clerk.

D. Conflicts. If there is any conflict between these general standards and specific standards under particular lots in the Subdivision, the specific standards shall control.

E. Owner/Developer Reservation of Right. The Owner/Developer reserves the right, in its sole discretion and without notice or approval of any other owners of a particular lot in the Subdivision, as long as the Owner/Developer is the owner of any lot in any block in the Subdivision, to amend, modify or abolish any one or more of the above covenants and restrictions in Section 3, "Private Covenants and Restrictions" by instrument duly executed and acknowledged by Owner/Developer and filed in the Office of the Tulsa County Clerk.

As owner we hereby certify that we have caused the land described in this plat to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat

IN WITNESS WHEREOF, WOODARD HOMES, INC.

has executed this instrument this _____ day of _____, 20____.

WOODARD HOMES, INC.

By: _____

STATE OF OKLAHOMA }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ as Owner of MEMORIAL SQUARE AMENDED.

Notary Public

My commission expires: _____

CERTIFICATE OF SURVEY

I, Daniel S. Goss, a Registered Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that to the best of my knowledge the accompanying plat designated herein as "MEMORIAL SQUARE AMENDED", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying.

Daniel S. Goss P.L.S. #1318
CA NO. 3832 EXP. DATE: 6/30/2024

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

The foregoing Certificate of Survey was acknowledged before me on this _____ day of _____, 20____, by Daniel S. Goss, P.L.S. No. 1318.

Notary Public

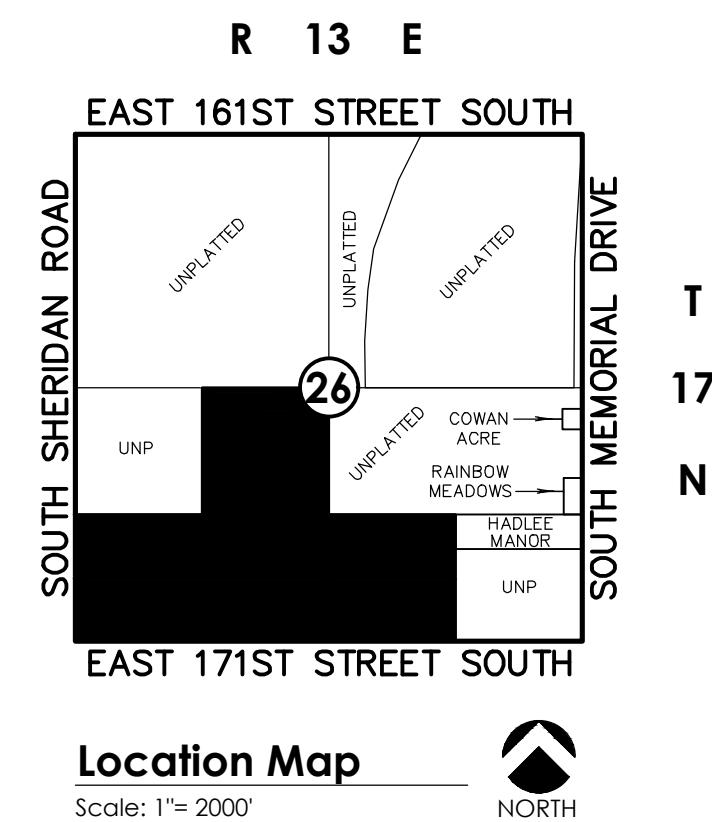
My commission expires: _____

Conceptual Utility Plan

BXPUD-22.05

THE PRESERVE

ALL OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) AND ALL OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) AND ALL OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4) AND ALL OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4) OF SECTION TWENTY-SIX (26) TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA



SUBDIVISION CONTAINS:

THREE HUNDRED AND TWENTY ONE (321) LOTS
IN EIGHTEEN (18) BLOCKS
WITH SIX (6) RESERVES

GROSS SUBDIVISION AREA: 159.768 ACRES

OWNER:
**Precision Project
Management, Inc.**

CONTACT: AMY SHELTON
9128 South Braden Avenue, Suite 201
Tulsa, Oklahoma 74137
Phone: (918) 970-6102

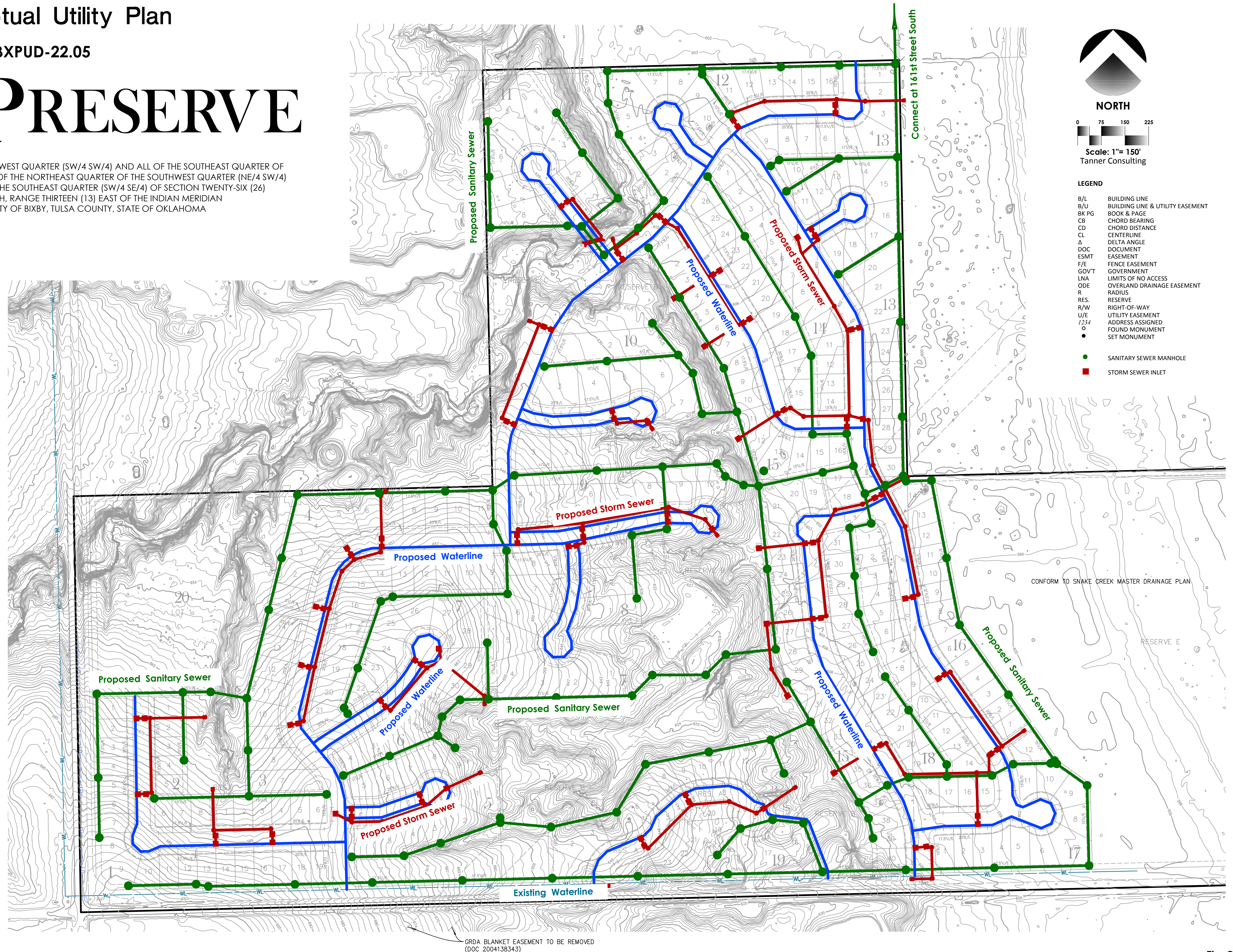
SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.

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

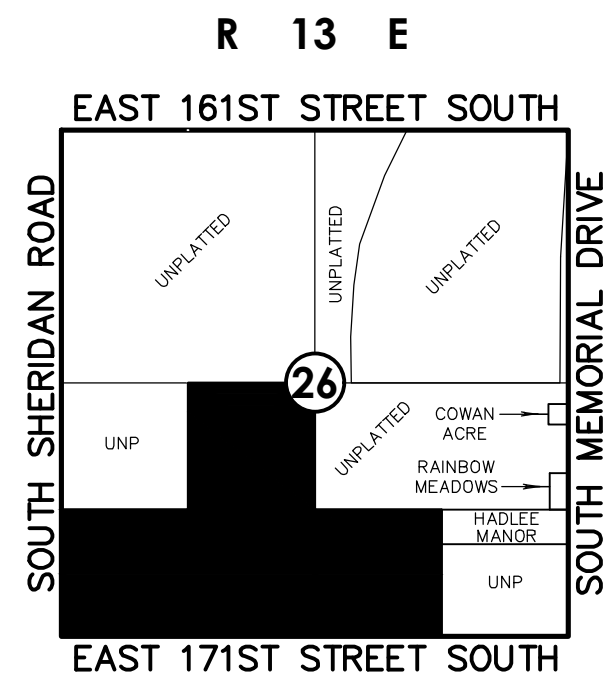
Notes:

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
 - (a) THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83)
3. ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BIXBY AND ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
4. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH SHERIDAN ROAD AND EAST 175 STREET SOUTH BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
5. ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY

DATE OF PREPARATION: October 5, 2022



GRDA BLANKET EASEMENT TO BE REMOVED
(DOC 2004138343)



Location Map
Scale: 1"= 200'

SUBDIVISION CONTAINS:
THREE HUNDRED TWENTY-ONE (321) LOTS
IN EIGHTEEN (18) BLOCKS
WITH SIX (6) RESERVES
GROSS SUBDIVISION AREA: 159.768 ACRES

- Notes:**
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 2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).
 3. ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BIXBY AND ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
 4. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH SHERIDAN ROAD AND EAST 175TH STREET SOUTH BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
 5. ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY

OWNER:
**Precision Project
Management, Inc.**
CONTACT: AMY SHELTON
9128 South Braden Avenue, Suite 201
Tulsa, Oklahoma 74137
Phone: (918) 970-6102

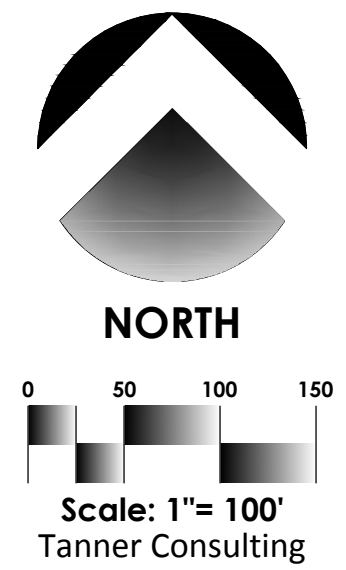
Preliminary Plat

BXPUD-22.05

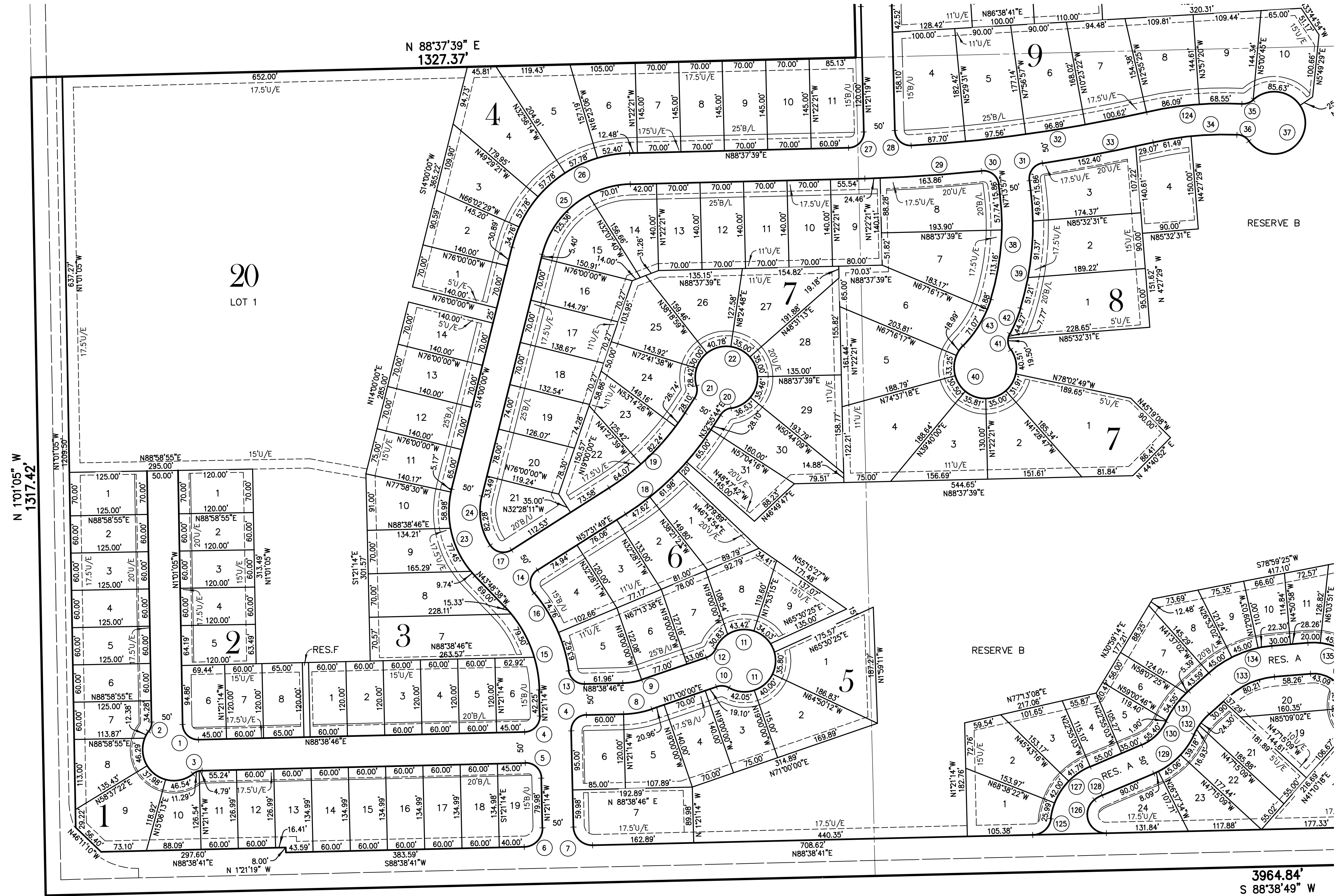
THE PRESERVE

ALL OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) AND ALL OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) AND ALL OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4) AND ALL OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4) OF SECTION TWENTY-SIX (26) TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

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



- LEGEND**
- | | |
|-------|----------------------------|
| B/L | BUILDING LINE |
| B/U | BUILDING LINE & UTILITY |
| BK PG | EASEMENT |
| CB | BOOK & PAGE |
| CD | CHORD BEARING |
| CL | CHORD DISTANCE |
| CL | CENTERLINE |
| A | DELTA ANGLE |
| DOC | DOCUMENT |
| ESMT | EASEMENT |
| GOVT | GOVERNMENT |
| LNA | LIMITS OF NO ACCESS |
| ODE | OVERLAND DRAINAGE EASEMENT |
| RES. | RESERVE |
| R/W | RIGHT-OF-WAY |
| U/E | UTILITY EASEMENT |
| 1334 | ADDRESS ASSIGNED |
| o | FOUND MONUMENT |
| • | SET MONUMENT (SEE NOTE 2) |



Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORD BRG(CB)	CHORD DIS(CD)
1	39.42'	25.00'	90°20'09"	N46°11'10"W	35.46'
2	16.09'	25.00'	36°52'12"	N17°25'00"E	15.81'
3	16.09'	25.00'	36°52'12"	N70°12'40"E	15.81'
4	39.27'	25.00'	90°00'00"	N43°38'46"E	35.36'
5	39.27'	25.00'	90°00'00"	N46°21'14"W	35.36'
6	47.12'	30.00'	89°59'55"	N43°38'44"E	42.43'
7	47.12'	30.00'	90°00'05"	N46°21'16"W	42.43'
8	46.20'	150.00'	17°38'46"	N79°49'23"E	46.01'
9	30.80'	100.00'	17°38'46"	N79°49'23"E	30.68'
10	21.03'	25.00'	48°11'23"	N84°54'19"W	20.41'
11	241.19'	50.00'	276°22'46"	N19°00'00"W	66.67'
12	21.03'	25.00'	48°11'23"	N46°54'19"E	20.41'
13	36.29'	25.00'	83°09'41"	N49°46'24"W	33.18'
14	42.52'	25.00'	97°26'15"	N8°48'41"E	37.57'
15	148.20'	200.00'	42°27'24"	N22°34'56"W	144.83'
16	138.38'	250.00'	31°42'53"	N24°03'00"W	136.62'
17	38.98'	25.00'	89°19'34"	N77°48'24"W	35.15'
18	194.60'	450.00'	24°46'37"	N45°19'03"E	193.09'
19	173.05'	400.00'	24°47'16"	N45°19'22"E	171.70'
20	21.03'	25.00'	48°11'23"	N57°01'26"E	20.41'
21	21.03'	25.00'	48°11'23"	N8°50'03"E	20.41'
22	241.19'	50.00'	276°22'46"	N57°04'16"W	66.67'
23	151.35'	150.00'	57°48'38"	N14°54'19"W	145.01'
24	82.28'	100.00'	47°08'37"	N9°34'19"W	79.98'
25	195.37'	150.00'	74°37'39"	N51°18'49"E	181.85'
26	260.50'	200.00'	74°37'39"	N51°18'49"E	242.47'
27	39.26'	25.00'	89°58'58"	N43°38'10"E	35.35'
28	40.11'	25.00'	91°55'41"	N47°19'09"W	35.95'
29	188.31'	2325.00'	4°38'26"	N86°18'26"E	188.26'
30	38.74'	25.00'	88°46'51"	N51°37'22"W	34.98'
31	38.74'	25.00'	88°46'51"	N37°09'29"E	34.98'
32	382.78'	2275.00'	9°38'25"	N81°53'47"E	382.33'
33	181.47'	2325.00'	4°28'20"	N79°18'45"E	181.43'
34	135.47'	500.00'	15°31'25"	N84°50'18"E	135.06'
35	19.78'	25.00'	45°20'24"	N70°30'55"E	19.27'
36	22.46'	25.00'	51°28'43"	N61°39'38"W	21.71'
37	241.06'	50.00'	276°14'00"	N5°57'43"E	66.76'
38	170.90'	400.00'	24°28'45"	N5°00'26"E	169.60'
39	192.26'	450.00'	24°28'45"	N5°00'26"E	190.80'
40	225.99'	50.00'	258°57'37"	N84°59'35"W	77.18'
41	27.28'	25.00'	62°30'49"	N3°12'59"W	25.94'
42	44.27'	235.00'	10°47'37"	N22°38'37"E	44.20'
43	87.96'	185.00'	27°14'25"	N30°52'01"E	87.13'
44	99.63'	250.00'	22°49'58"	N10°03'40"E	98.97'
45	119.67'	300.00'	22°51'19"	N10°04'21"E	118.88'
46	38.09'	25.00'	87°17'23"	N65°01'16"E	34.51'
47	41.06'	25.00'	94°05'43"	N25°32'51"W	36.60'
48	115.30'	300.00'	22°01'17"	N82°20'40"W	114.59'
49	90.58'	250.00'	20°45'36"	N82°58'31"W	90.09'
50	181.22'	450.00'	23°04'26"	N75°06'28"E	180.00'
51	132.30'	500.00'	15°09'36"	N79°03'53"E	131.91'
52	222.12'	50.00'	254°32'02"	N10°50'16"E	79.58'
53	29.07'	25.00'	66°37'12"	N75°12'19"W	27.46'
54	133.08'	250.00'	30°30'00"	N36°45'00"E	131.52'
55	159.70'	300.00'	30°30'00"	N36°45'00"E	157.82'
56	39.27'	25.00'	90°00'00"	N83°00'00"W	35.36'
57	39.27'	25.00'	90°00'00"	N7°00'00"E	35.36'
58	21.03'	25.00'	48°11'23"	N13°54'19"W	20.41'
59	21.03'	25.00'	48°11'23"	N62°05'41"W	20.41'
60	241.19'	50.00'	276°22'46"	N52°00'00"E	66.67'
61	219.91'	700.00'	18°00'00"	N43°00'00"E	219.01'
62	115.43'	750.00'	8°49'07"	N47°35'27"E	115.32'
63	45.74'	25.00'	104°49'07"	N84°24'33"W	39.62'
64	29.40'	25.00'	67°22'09"	N1°41'05"E	27.73'
65	36.91'	25.00'	84°35'41"	N8°17'50"W	33.65'
66	44.81'	25.00'	102°41'51"	N85°20'55"E	39.05'
67	43.27'	150.00'	16°31'41"	N42°19'50"W	43.12'
68	16.12'	100.00'	9°14'09"	N38°41'05"W	16.10'
69	21.03'	25.00'	48°11'23"	N58°09'42"W	20.41'
70	241.19'	50.00'	276°22'46"	N55°55'00"E	66.67'
71	21.03'	25.00'	48°11'23"	N9°58'19"W	20.41'
72	238.28'	250.00'	54°36'36"	N61°18'18"E	229.36'
73	43.20'	25.00'	99°00'00"	N83°30'00"E	38.02'
74	46.51'	25.00'	106°36'06"	N6°18'03"E	40.09'
75	101.26'	200.00'	29°00'31"	N74°06'21"E	100.18'
76	39.27'	25.00'	90°00'00"	N43°36'36"E	35.36'
77	16.09'	25.00'	36°52'12"	N72°57'18"W	15.81'
78	142.89'	50.00'	163°44'23"	N43°36'36"E	98.99'
79	16.09'	25.00'	36°52'12"	N19°49'30"W	15.81'
80	39.27'	25.00'	90°00'00"	N77°00'00"W	35.36'
81	39.27'	25.00'	90°00'00"	N13°00'00"E	35.36'
82	241.19'	50.00'	276°22'46"	N32°00'00"W	66.67'
83	21.03'	25.00'	48°11'23"	N82°05'41"E	20.41'
84	21.03'	25.00'	48°11'23"	N33°54'19"E	20.41'
85	104.72'	400.00'	15°00'00"	N39°30'00"W	104.42'
86	117.81'	450.00'	15°00'00"	N39°30'00"W	117.47'
87	94.36'	175.00'	30°53'40"	N16°33'10"W	93.22'
88	121.32'	225.00'	30°53'40"	N16°33'10"W	119.86'
89	39.27'	25.00'	90°00'00"	N43°53'40"E	35.36'
90	39.27'	25.00'	90°00'00"	N46°06'20"W	35.36'
91	130.02'	100.00'	74°29'48"	N53°51'26"W	121.05'
92	65.01'	50.00'	74°29'48"	N53°51'26"W	60.53'
93	94.02'	350.00'	15°23'28"	N24°18'16"W	93.74'
94	107.45'	400.00'	15°23'28"	N24°18'16"W	107.13'
95	138.70'	300.00'	26°29'25"	N14°21'03"W	137.47'
96	115.59'	250.00'	26°29'25"	N14°21'03"W	114.56'
97	46.07'	25.00'	105°35'46"	N25°12'07"E	39.83'
98	32.97'	25.00'	75°33'21"	N64°13'20"W	30.63'
99	16.09'	25.00'	36°52'12"	N83°33'54"W	15.81'
100	36.65'	25.00'	84°00'00"	N36°00'00"E	33.46'
101	137.65'	50.00'	157°44'23"	N36°00'00"E	98.12'
102	16.09'	25.00'	36°52'14"	N24°26'05"W	15.81'
103	174.53'	400.00'	25°00'00"	N18°30'00"W	173.15'
104	196.35'	450.00'	25°00'00"	N18°30'00"W	194.80'
105	181.10'	350.00'	29°38'46"	N16°10'37"W	179.08'

OWNER:
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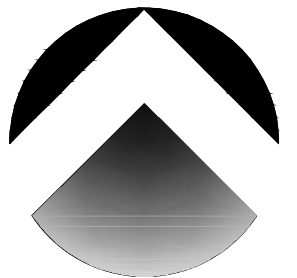
Preliminary Plat

BXPUD-22.05

THE PRESERVE

ALL OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) AND ALL OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) AND ALL OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4) AND ALL OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4) OF SECTION TWENTY-SIX (26) TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

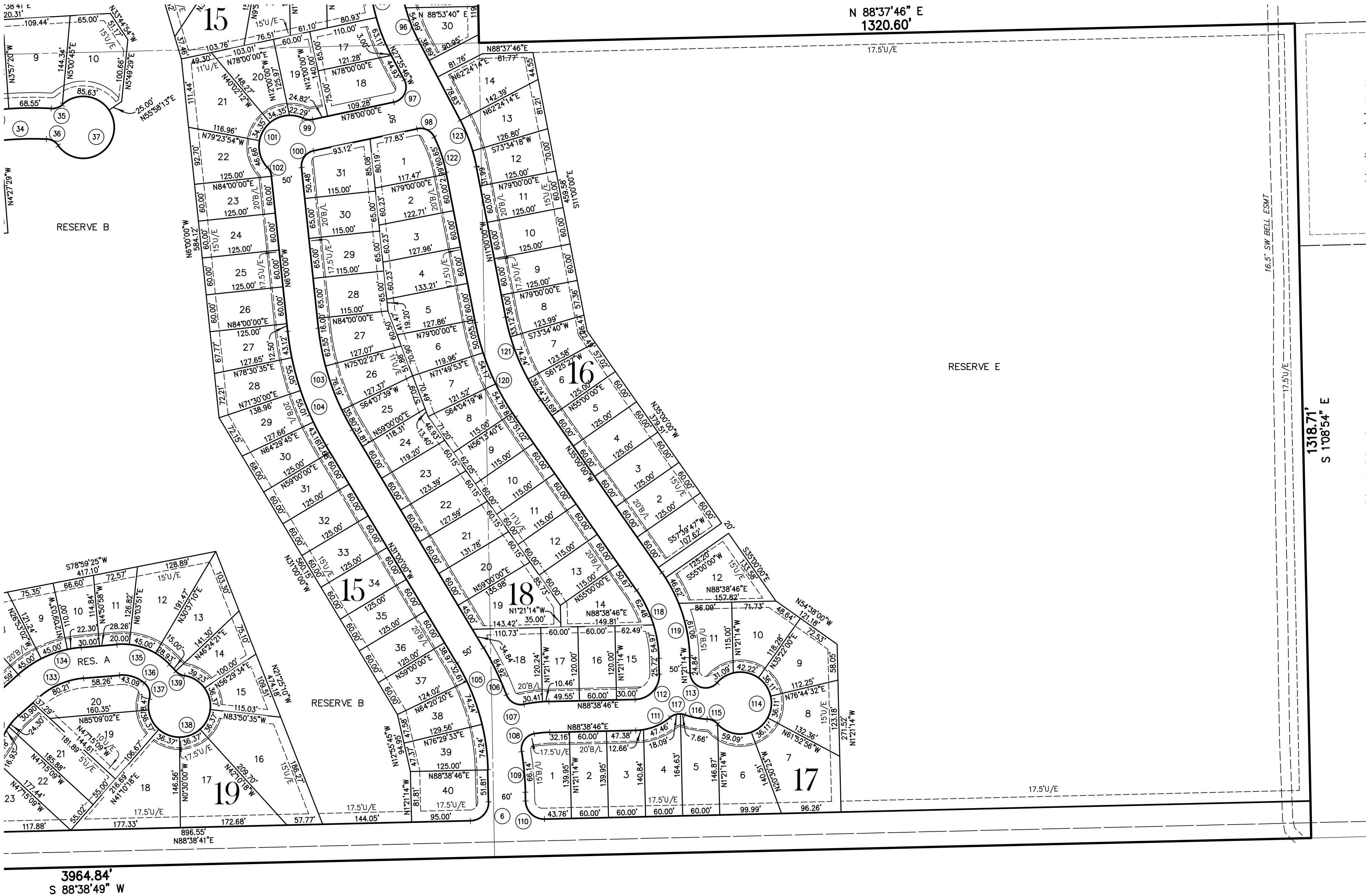
SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2023
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



Scale: 1"= 100'
Tanner Consulting

LEGEND

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DOC DOCUMENT
- ESMT EASEMENT
- GOVT GOVERNMENT
- LNA LIMITS OF NO ACCESS
- ODE OVERLAND DRAINAGE EASEMENT
- RES. RESERVE
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT
- 1/334 ADDRESS ASSIGNED
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)





OWNER:
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Preliminary Plat

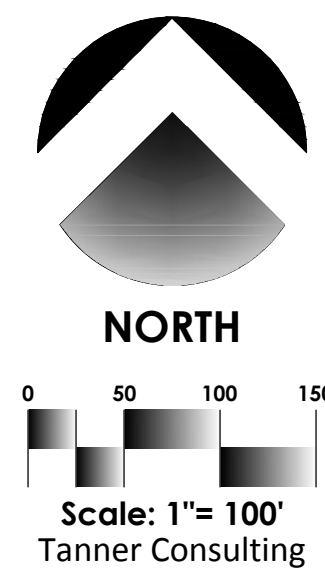
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THE PRESERVE

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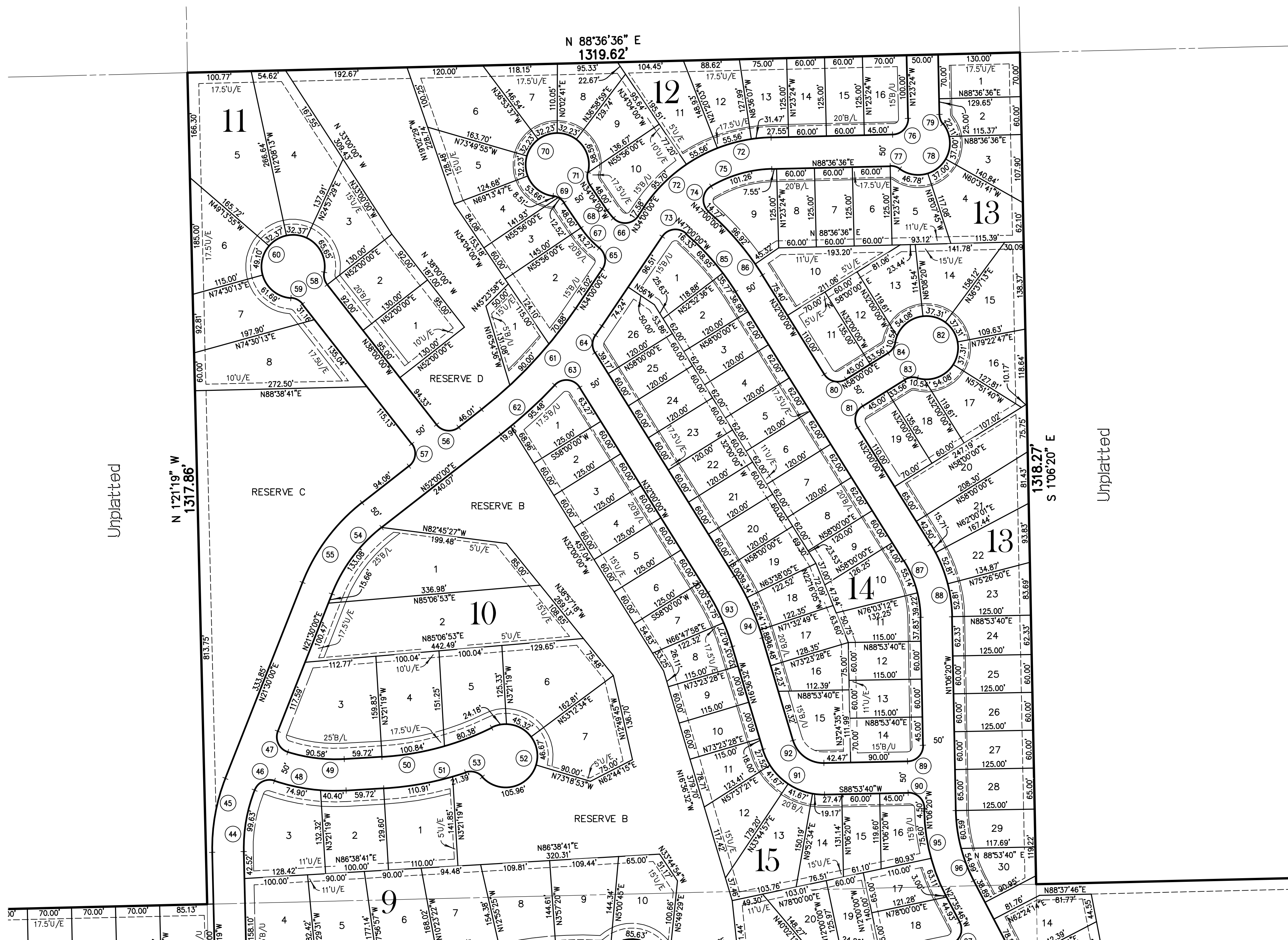


LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
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RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1/334	ADDRESS ASSIGNED
○	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE 2)

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBCG(CB)	CHORDDIS(CD)
106	84.92'	476.39'	10°12'49"	N25°53'35"W	84.81'
107	35.33'	25.00'	80°58'25"	N61°16'23"W	32.46'
108	39.16'	25.00'	89°44'43"	N35°33'52"E	35.28'
109	66.14'	476.39'	7°57'16"	N5°19'52"W	66.08'
110	47.12'	30.00'	89°59'51"	N46°21'10"W	42.43'
111	60.12'	90.00'	38°16'21"	N69°30'35"E	59.01'
112	62.83'	40.00'	90°00'00"	N43°38'46"E	56.57'
113	59.90'	25.00'	137°16'52"	N69°59'40"W	46.57'
114	240.72'	50.00'	275°50'39"	N0°42'46"W	67.01'
115	19.44'	25.00'	44°33'45"	N65°04'19"W	18.96'
116	36.51'	125.00'	16°44'07"	N78°59'09"W	36.38'
117	25.75'	25.00'	59°00'30"	N79°52'40"E	24.62'
118	117.45'	200.00'	33°38'46"	N18°10'37"W	115.77'
119	146.81'	250.00'	33°38'46"	N18°10'37"W	144.71'
120	167.55'	400.00'	24°00'00"	N23°00'00"W	166.33'
121	146.61'	350.00'	24°00'00"	N23°00'00"W	145.54'
122	60.65'	225.00'	15°26'39"	N18°43'20"W	60.47'
123	79.66'	275.00'	16°35'46"	N19°17'53"W	79.38'
124	154.63'	550.00'	16°06'32"	N85°07'51"E	154.13'
125	42.65'	30.00'	81°27'51"	N47°54'46"E	39.15'
126	75.02'	30.00'	143°16'30"	N19°43'04"W	56.94'
127	109.78'	105.00'	59°54'06"	N37°07'54"E	104.84'
128	14.55'	55.00'	15°09'45"	N59°30'04"E	14.51'
129	92.33'	125.00'	42°19'10"	N45°55'21"E	90.24'
130	55.40'	75.00'	42°19'10"	N45°55'21"E	54.15'
131	61.84'	150.00'	23°37'12"	N36°34'22"E	61.40'
132	41.22'	100.00'	23°37'12"	N36°34'22"E	40.93'
133	80.21'	125.00'	36°46'04"	N66°46'00"E	78.85'
134	112.30'	175.00'	36°46'04"	N66°46'00"E	110.38'
135	93.93'	105.00'	51°15'19"	N69°13'18"W	90.83'
136	43.09'	55.00'	44°53'24"	N72°24'15"W	42.00'
137	27.91'	25.00'	63°58'01"	N17°58'33"W	26.48'
138	239.52'	50.00'	274°28'18"	N56°46'19"E	67.90'
139	16.09'	25.00'	36°52'12"	N62°01'45"W	15.81'



DATE OF PREPARATION: October 5, 2022

Preliminary Plat

BXPUD-22.05

THE PRESERVE

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

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

ALL OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) AND ALL OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) AND ALL OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4) AND ALL OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA;

SAID TRACT CONTAINING 6,959,486 SQUARE FEET OR 159.768 ACRES.

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

- 1) ALUMINUM ODOT CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 26;
- 2) BRASS CAP FOUND FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 26;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°38'41" WEST.

PRECISION PROJECT MANAGEMENT, INC., AN OKLAHOMA CORPORATION, HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS, AND HAS DESIGNATED THE SAME AS "THE PRESERVE", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I - STREETS, EASEMENTS, AND UTILITIES

A. STREETS AND GENERAL UTILITY EASEMENTS

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

B. UNDERGROUND SERVICE

- 1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE RIGHTS-OF-WAY OF SOUTH SHERIDAN ROAD AND EAST 171ST STREET SOUTH AS DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AND RESERVE AREAS FOR PRIVATE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.
- 2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL, TRANSFORMER, OR GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURES MAY BE LOCATED UPON THE LOT OR RESERVE AREA, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT OR RESERVE AREA, COVERING A 5 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 SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

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

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

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

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

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

3. THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

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

5. THE COVENANTS SET FORTH IN THIS SUBSECTION C. CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSORS, AND THE LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EXCEPT FOR STORMWATER DETENTION FACILITIES CONSTRUCTED WITHIN STORMWATER DRAINAGE AND DETENTION EASEMENTS, EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS, AND NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SAID OWNER'S LOT OR RESERVE AREA. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER, THE PROPERTY OWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV, AND THE CITY OF BIXBY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

F. LIMITS OF NO ACCESS

THE OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH SHERIDAN ROAD AND EAST 171ST STREET SOUTH, AND ANY OTHER STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY.

G. STORMWATER DRAINAGE AND DETENTION EASEMENTS

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

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

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

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

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

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

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

H. OVERLAND DRAINAGE EASEMENTS

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

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

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

5. IN THE EVENT THE LOT OR RESERVE AREA OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS AS OUTLINED HEREIN, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, THROUGH ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF.

6. IN THE EVENT THE LOT OR RESERVE AREA OWNER SHOULD FAIL TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA OWNER. SUCH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

SECTION II - RESERVE AREAS

A. PURPOSE

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

B. RESERVE A

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

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

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

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

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

B. RESERVE B

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

C. RESERVES C, D, E, AND F

RESERVES C, D, E, AND F ARE HEREBY ESTABLISHED BY GRANT OF THE DEVELOPER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING FOR PRIVATE USES SUCH AS OPEN SPACE, PRIVATE PARK, SIGNAGE, FENCES AND WALLS, LANDSCAPING, IRRIGATION, LIGHTING, AND PASSIVE AND ACTIVE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA.

D. ALL RESERVE AREAS

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

2. IN THE EVENT THE RESERVE AREA OWNER FAILS TO PROPERLY MAINTAIN THE RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER AND PERFORM NECESSARY MAINTENANCE AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE RESERVE AREA. IN THE EVENT THE OWNER OF THE RESERVE AREA FAILS TO PAY THE COSTS OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN A SPECIFICALLY PROVIDED HEREIN FOR THE RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

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

Preliminary Plat

BXPUD-22.05

THE PRESERVE

DEED OF DEDICATION & RESTRICTIVE COVENANTS (CONTINUED)

SECTION III - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PRESERVE WAS SUBMITTED AS PART OR ALL OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. BXPUD-22.05) AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA, CITY CODE (BIXBY ZONING CODE), AND

WHEREAS PUD NO. BXPUD-22.05 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON JULY 18, 2022, AND APPROVED BY THE BIXBY CITY COUNCIL ON AUGUST 08, 2022, THE IMPLEMENTING ORDINANCE NO. 2401 WITH EMERGENCY CLAUSE ATTACHED BEING ADOPTED BY THE COUNCIL AUGUST 08, 2022, AND

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

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

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

A. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA A (ALL OF "THE PRESERVE" EXCEPT BLOCK 20)

GROSS LAND AREA: 6,534,000 SF 150 AC
NET LAND AREA: 6,534,000 SF 150 AC
PERMITTED USES: USE UNIT 6 DETACHED SINGLE-FAMILY DWELLINGS AND CUSTOMARY ACCESSORY USES; USE UNIT 5 COMMON AREA FACILITIES SUCH AS NEIGHBORHOOD PARK, PLAYGROUND, AND RECREATIONAL OPEN SPACE.
MAXIMUM NUMBER OF LOTS: 375
MINIMUM LOT WIDTH †: 55 FT : 90 FT ††
MINIMUM LOT SIZE: 5,500 SF : 12,000 SF ††
MINIMUM LAND AREA PER DWELLING UNIT: 8,400 SF *
MAXIMUM BUILDING HEIGHT: 2 STORIES AND 35 FT **
OFF-STREET PARKING AND YARD COVERAGE: MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT. OFF-STREET PARKING SHALL NOT EXCEED 75% OF THE REQUIRED FRONT YARD WIDTH OR AREA.
MINIMUM LIVABILITY SPACE: 2,500 SF : 4,000 SF *** ††
MINIMUM YARD SETBACKS

FRONT YARD: 20 FT : 25 FT ††
REAR YARD: 15 FT
SIDE YARD (INTERIOR): 5 FT
SIDE YARD ABUTTING A STREET: 10 FT : 20 FT ††
OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN THE RS-3 DISTRICT
MINIMUM DWELLING SIZE: 1,500 SF : 2,500 SF ††
FIRST FLOOR EXTERIOR MATERIALS: 75% (SEE SECTION III.D.3.)

* MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF LOTS TO GROSS LAND AREA AS PROVIDED IN ZONING CODE SECTION 11-71-5.A.1. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.
** ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.
*** LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-71-5.C OF THE BIXBY ZONING CODE.
† DEFINED AS THE AVERAGE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES, WHICH IS AS IT IS PRESENTLY DEFINED IN THE BIXBY ZONING CODE.
†† SEE SECTION III.C. RESIDENTIAL LOT RATIOS AND SUPPLEMENTAL DEVELOPMENT STANDARDS.

B. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA B (BLOCK 20)

DEVELOPMENT AREA B SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT STANDARDS OF THE UNDERLYING ZONING.
GROSS LAND AREA: 435,600 SF 10 AC
NET LAND AREA: 435,600 SF 10 AC

C. RESIDENTIAL LOT RATIOS AND SUPPLEMENTAL DEVELOPMENT STANDARDS

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

RESERVE LOTS:
MINIMUM LOT TYPE RATIO: 5% OF PUD
MAXIMUM LOT TYPE RATIO: N/A
MINIMUM LOT WIDTH: 90 FT
MINIMUM LOT SIZE: 12,000 SF
MINIMUM LIVABILITY OPEN SPACE PER DWELLING: 4,000 SF *

MINIMUM YARD SETBACKS: **
FRONT YARD: 25 FT
REAR YARD: 20 FT
SIDE YARD NOT ABUTTING A STREET: 5 FT
SIDE YARD ABUTTING A STREET:
WHERE REAR YARD BACKS TO SIDE YARD 20 FT
WHERE REAR YARD BACKS TO REAR YARD 15 FT
GARAGE FACING SIDE STREET: 20 FT
MINIMUM DWELLING SIZE: 2,500 SF

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

ESTATE LOTS:
MINIMUM LOT TYPE RATIO: 15% OF PUD
MAXIMUM LOT TYPE RATIO: N/A
MINIMUM LOT WIDTH: 70 FT
MINIMUM LOT SIZE: 9,500 SF
MINIMUM LIVABILITY OPEN SPACE PER DWELLING: 4,000 SF *
MINIMUM YARD SETBACKS: **
FRONT YARD: 25 FT
REAR YARD: 20 FT
SIDE YARD NOT ABUTTING A STREET: 5 FT
SIDE YARD ABUTTING A STREET:
WHERE REAR YARD BACKS TO SIDE YARD 20 FT
WHERE REAR YARD BACKS TO REAR YARD 15 FT
GARAGE FACING SIDE STREET: 20 FT
MINIMUM DWELLING SIZE: 2,200 SF

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

VILLAS LOTS:
MINIMUM LOT TYPE RATIO: N/A
MAXIMUM LOT TYPE RATIO: 70% OF PUD
MINIMUM LOT WIDTH: 60 FT
MINIMUM LOT SIZE: 6,900 SF
MINIMUM LIVABILITY OPEN SPACE PER DWELLING: 4,000 SF *
MINIMUM YARD SETBACKS: **
FRONT YARD: 20 FT
REAR YARD: 20 FT
SIDE YARD NOT ABUTTING A STREET: 5 FT
SIDE YARD ABUTTING A STREET:
WHERE REAR YARD BACKS TO SIDE YARD: 15 FT
WHERE REAR YARD BACKS TO REAR YARD: 10 FT
GARAGE FACING SIDE STREET: 20 FT
MINIMUM DWELLING SIZE: 1,650 SF

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

GATED COTTAGE LOTS:
MINIMUM LOT TYPE RATIO: N/A
MAXIMUM LOT TYPE RATIO: 15% OF PUD
MINIMUM LOT WIDTH: 55 FT
MINIMUM LOT SIZE: 5,500 SF
MINIMUM LIVABILITY OPEN SPACE PER DWELLING: 2,500 SF *
MINIMUM YARD SETBACKS:
FRONT YARD: 20 FT
REAR YARD: 15 FT
SIDE YARD NOT ABUTTING A STREET: 5 FT
SIDE YARD ABUTTING A STREET:
WHERE REAR YARD BACKS TO SIDE YARD: 15 FT (NO ATTACHED GARAGE SHALL FACE SIDE STREET)
WHERE REAR YARD BACKS TO REAR YARD: 10 FT (NO ATTACHED GARAGE SHALL FACE SIDE STREET)
MINIMUM DWELLING SIZE: 1,500 SF

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

D. DEVELOPMENT STANDARDS FOR ALL DEVELOPMENT AREAS
1. ACCESS AND CIRCULATION

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

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

2. SIGNS

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

3. PLATTING AND SITE PLAN REQUIREMENTS

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

WHILE PROPERTY DESCRIPTIONS ARE PROVIDED FOR DEVELOPMENT AREAS A AND B, FINAL DEVELOPMENT AREA BOUNDARIES AND AREAS SHALL BE ESTABLISHED BY REQUIRED PUD SUBDIVISION PLATS, PROVIDED THAT THE MAXIMUM NUMBER OF DWELLING UNITS SHALL BE MAINTAINED.

AS USED WITHIN THIS PUD, MASONRY SHALL INCLUDE BRICK, NATURAL OR MANUFACTURED STONE, AND STUCCO. CEMENTITIOUS FIBER IS AN APPROVED ALTERNATIVE. MASONRY SHALL BE APPLIED TO A MINIMUM OF THREE (3) BUILDING SIDES AND TO THE FIRST-FLOOR TOP PLATE. MINIMUM MASONRY PERCENTAGES SHALL EXCLUDE WINDOWS, DOORS, AND BENEATH COVERED PATIOS AND PORCHES.

PHASE 1 OF DEVELOPMENT AREA A IS ESTIMATED TO INCLUDE APPROXIMATELY 253 LOTS. CONSTRUCTION OF THE NONRESIDENTIAL USE WITHIN DEVELOPMENT AREA B SHALL COMMENCE PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY RESIDENTIAL LOT WITHIN PHASE 2 OF DEVELOPMENT AREA A.

WHEN FULLY PLATTED, NOT LESS THAN 15% OR 24 ACRES OF THE PRESERVE SHALL BE PRESERVED AS OPEN SPACE FOR THE ENJOYMENT OF THE RESIDENTS WITHIN DEVELOPMENT AREA A.

4. CITY DEPARTMENT REQUIREMENTS

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

SECTION IV - PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN THE PRESERVE (THE "PROPERTY OWNERS' ASSOCIATION" OR THE "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING PROPERTY AND FACILITIES INCLUDING BUT NOT LIMITED TO RESERVE AREAS, STORMWATER DRAINAGE AND DETENTION FACILITIES, ENTRY FEATURES,

LANDSCAPING, AND OTHER COMMON AREAS AND IMPROVEMENTS THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE PROPERTY OWNERS' ASSOCIATION BY THE OWNER/DEVELOPER OR THE ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

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

D. ASSOCIATION TO BE BENEFICIARY

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

E. EXPANSION RIGHTS OF THE ASSOCIATION

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

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

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I STREETS, EASEMENTS, AND UTILITIES, SECTION II RESERVE AREAS, AND SECTION III PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I, II, AND III, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I STREETS, EASEMENTS, AND UTILITIES AND SECTION II RESERVE AREAS, AND SECTION V ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III PLANNED UNIT DEVELOPMENT 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 III PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD "BXPUD-22.05" BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY

PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO PUD "BXPUD-22.05" UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS CONTAINED WITHIN ANY OTHER SECTION OF THIS DEED OF DEDICATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY, BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

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

N WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS ____ DAY OF ____, 2023.

PRECISION PROJECT MANAGEMENT, INC.
AN OKLAHOMA CORPORATION

BY: _____
DANIEL RUHL, PRESIDENT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF ____, 2023, PERSONALLY APPEARED DANIEL RUHL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF PRECISION PROJECT MANAGEMENT, INC. TO THE FOREGOING INSTRUMENT, AS ITS PRESIDENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

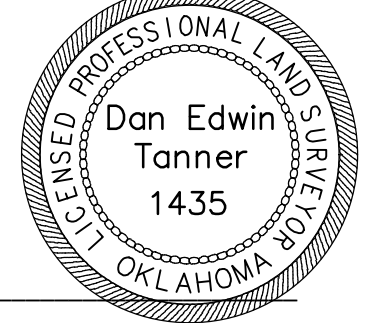
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "THE PRESERVE", 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 ____, 2023.

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



STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF ____, 2023, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING CERTIFICATE AS LICENSED PROFESSIONAL LAND SURVEYOR, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

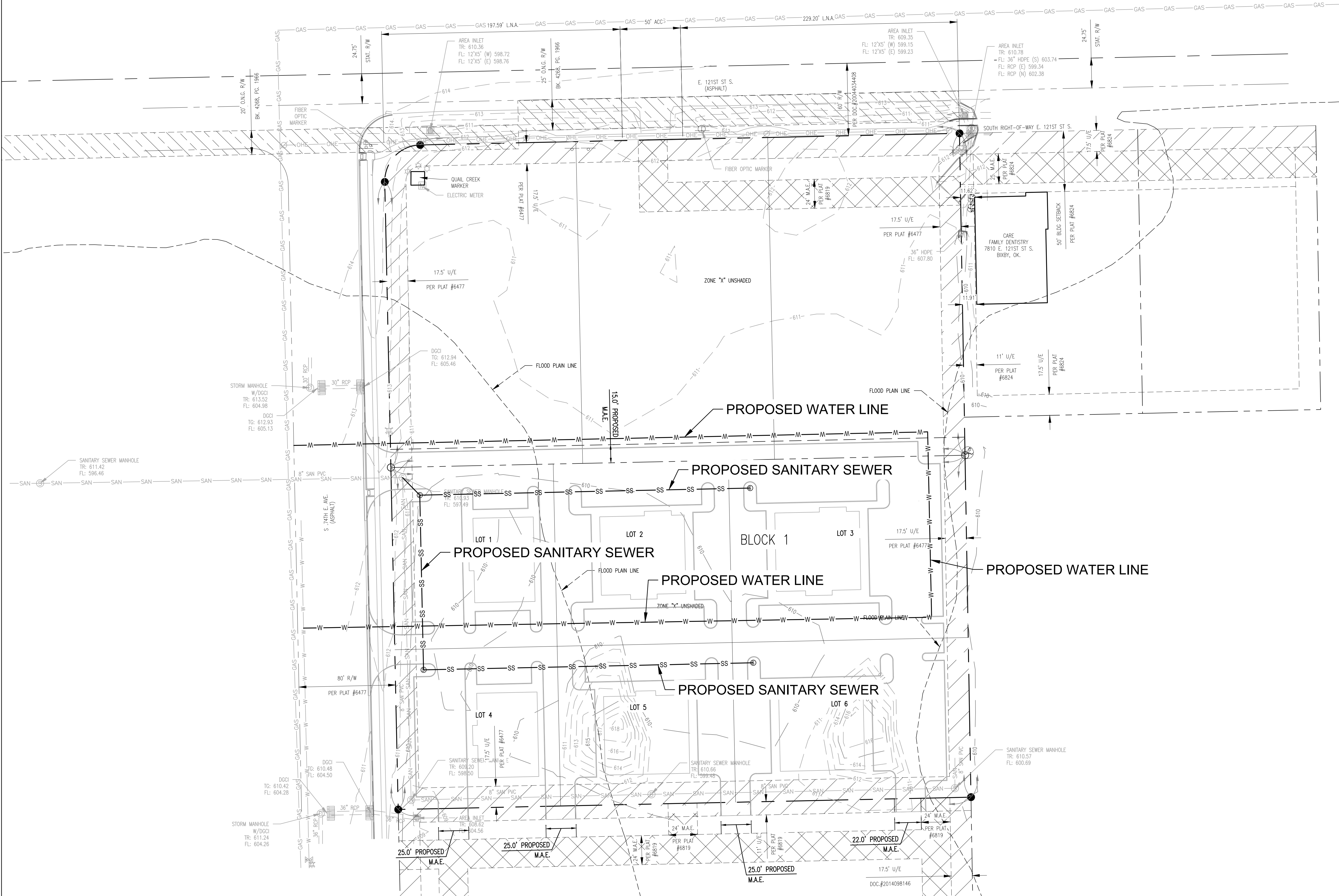
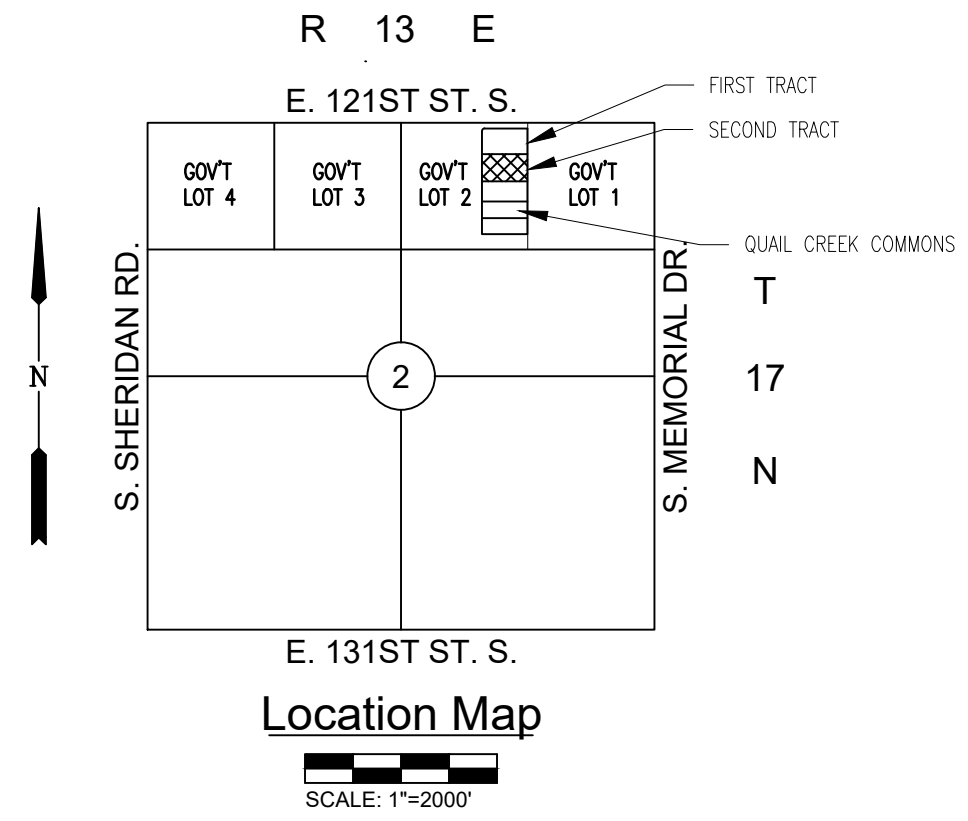
CONCEPTUAL UTILITY PLAN

QUAIL CREEK OFFICE PARK

Owner / Developer
BRUMBLE DEVELOPEMENT GROUP, L.L.C.
5014 EAST 101ST STRRET SOUTH - SUITE 102
TULSA, OK. 74137

A SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA
BEING A PART OF THE NW/4 OF THE NE/4 OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 13 EAST
OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA
6 LOTS, 1 BLOCK

Engineer/Surveyor
THE SCHEMMER ASSOCIATES, LLC
10820 EAST 45TH ST. SUITE 307
TULSA, OK 74146
PHONE: (918) 394-1500
FAX: (918) 369-6876
C.A. #5964 EXPIRES JUNE 30, 2023



LEGEND

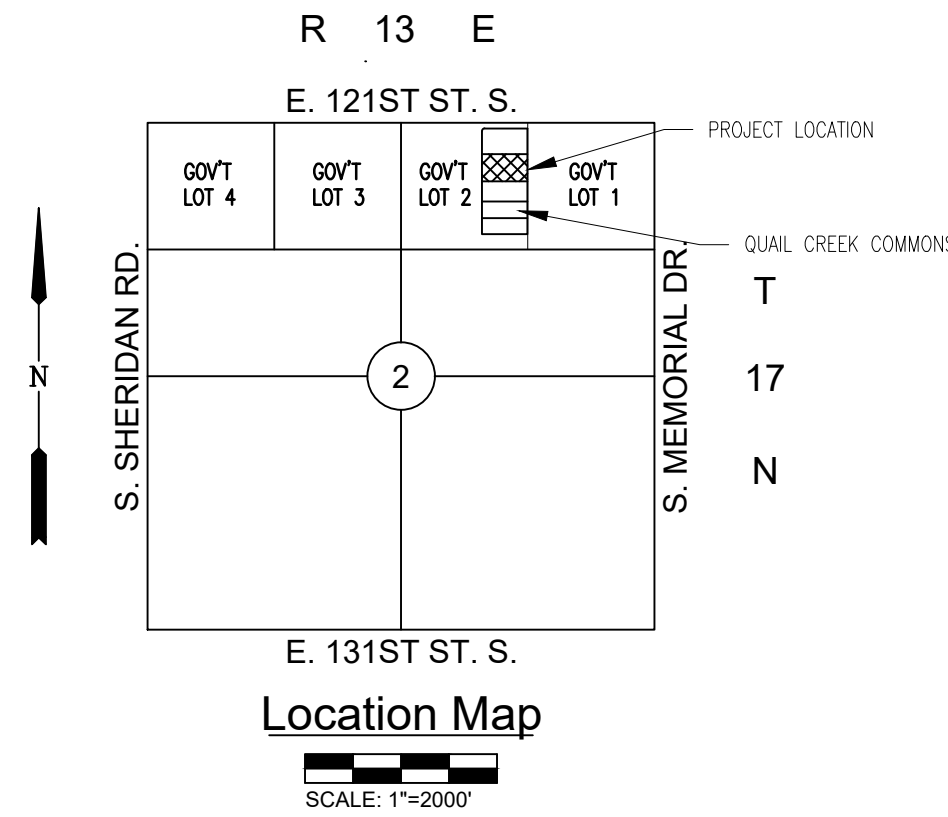
- - - - - SUBJECT PROPERTY LIMITS
- - - - - LOT LINE
- - - - - SECTION LINE
- - - - - MAJOR CONTOUR
- - - - - MINOR CONTOUR
- - - - - EASEMENT LINE
- - - - - SANITARY SEWER LINE
- - - - - OVERHEAD ELECTRIC LINE
- - - - - WATER LINE
- - - - - GAS LINE
- - - - - PROPOSED STORM SEWER
- - - - - PROPOSED WATER LINE
- - - - - PROPOSED SANITARY SEWER
- - CORNERS FOUND (AS NOTED)
- - CORNERS SET (AS NOTED)
- ⊕ - WATER VALVE
- ⊙ - YARD LIGHT
- ⊕ - METER (AS NOTED)
- ⊕ - FIRE HYDRANT
- ⊕ - STORM SEWER MANHOLE
- ⊕ - SANITARY SEWER MANHOLE
- ⊕ - SIGN
- ⊕ - AREA INLET
- ⊕ - DECIDUOUS TREE

QUAIL CREEK OFFICE PARK

Owner / Developer
BRUMBLE DEVELOPEMENT GROUP, L.L.C.
5014 EAST 101ST STRRET SOUTH - SUITE 102
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A SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA
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C.A. #5964 EXPIRES JUNE 30, 2023



Land Summary

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PART OF LOT ONE (1), BLOCK ONE (1), QUAIL CREEK COMMONS, A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA RECORDED AS PLAT #6819, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1, QUAIL CREEK COMMONS;
THENCE S 00°59'22" E ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 266.67 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING S 00°59'22" E ALONG THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 283.33 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1, QUAIL CREEK COMMONS;
THENCE S 88°46'02" W ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 1, QUAIL CREEK COMMONS A DISTANCE OF 474.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, QUAIL CREEK COMMONS;
THENCE N 01°13'58" W ALONG THE WEST LINE OF SAID LOT 1, BLOCK 1, QUAIL CREEK COMMONS A DISTANCE OF 283.33 FEET;
THENCE N 88°46'02" E A DISTANCE OF 475.66 FEET TO THE POINT OF BEGINNING.
CONTAINING 3.09 ACRES, MORE OR LESS.
SAID TRACT IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

Basis of Bearings

THE EAST LINE OF LOT ONE (1), BLOCK (1), QUAIL CREEK COMMONS, A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA RECORDED AS PLAT #6819 IN THE OFFICE OF THE TULSA COUNTY CLERK
S 00°59'22" E (PER THIS SURVEY)

ADS Benchmark

AERIAL DATA SERVICE MONUMENT: TC04
DESCRIPTION OF STATION:
ALUMINUM CAP SET IN CONCRETE. IT IS 32.8 FEET WEST OF THE SOUTH SHERIDAN ROAD CENTERLINE, 28.40 FEET SOUTH OF THE CENTERLINE OF THE ENTRANCE TO THE WASTEWATER FACILITY, 24.9 FEET NORTHWEST OF A WATER METER ACCESS COVER

HORIZONTAL DATUM: NAD83 VERTICAL DATUM: NAVD 1988
NORTHING: 365364.097 ELEV: 611.16
EASTING: 2589400.445

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS SIX (6) LOTS IN ONE (1) BLOCK
3.09 ACRES (134,600 SQUARE FEET)

CERTIFICATE OF APPROVAL

CITY PLANNING COMMISSION APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE
BIXBY PLANNING COMMISSION ON _____

CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE
BIXBY CITY COUNCIL ON _____

MAYOR OR VICE MAYOR

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE
BIXBY CITY COUNCIL ON _____

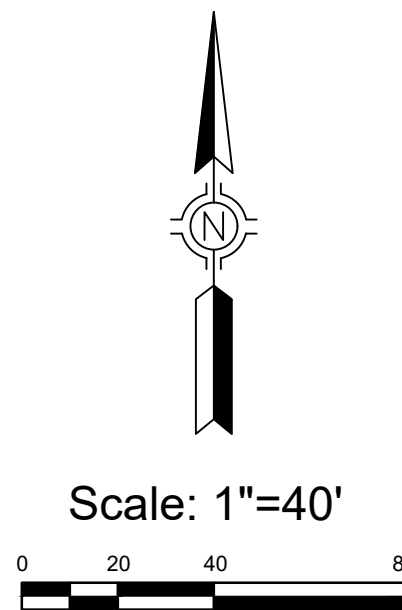
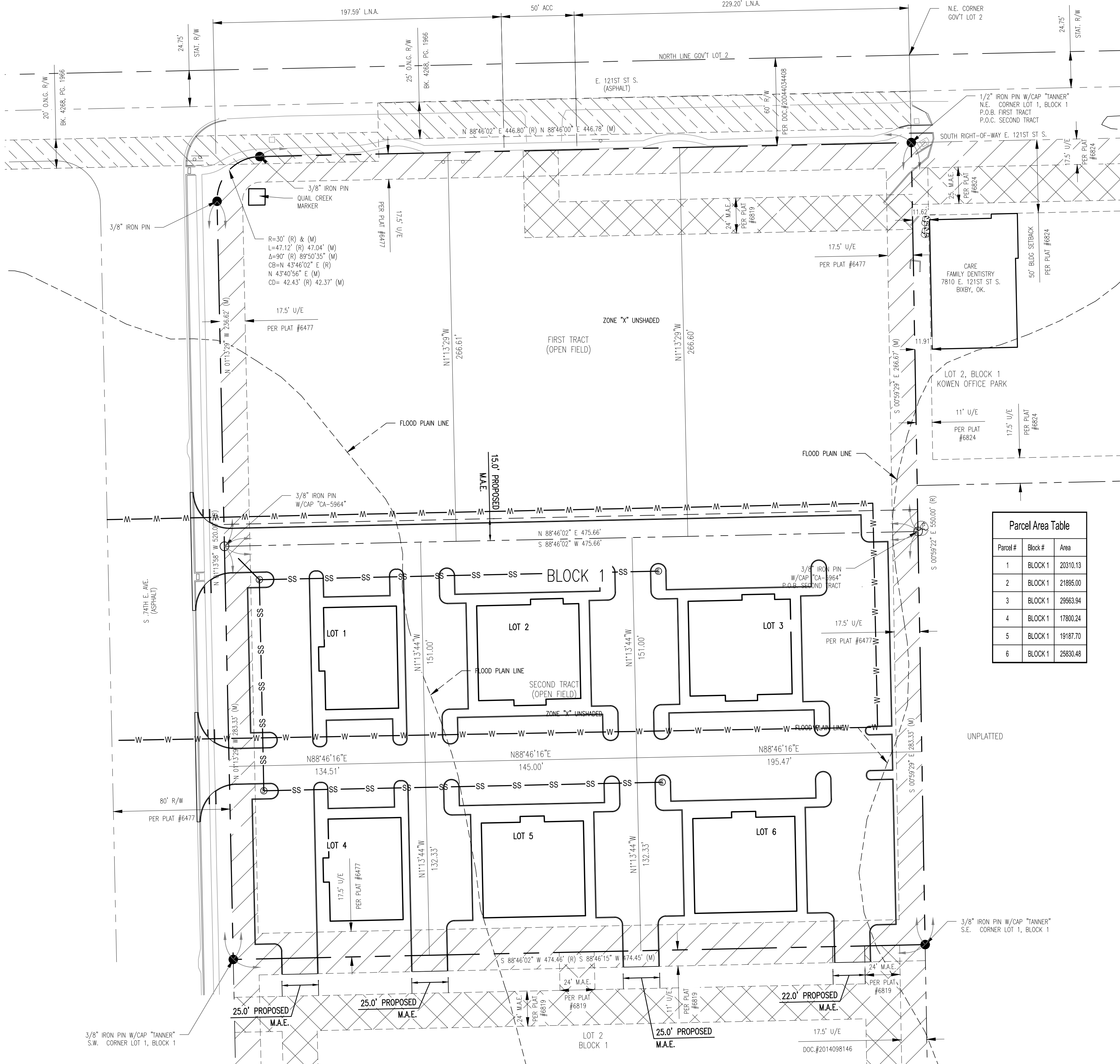
CITY MANAGER

UTILITY CONTACTS

TULSA CITY WATER & SEWER 175 E. 2ND ST. TULSA, OK 74103 918-596-9488	AEP PUBLIC SERVICE COMPANY OF OKLAHOMA 212 E. 6TH ST. TULSA, OK, 74103 1-888-216-3523	COX COMMUNICATIONS 201 N. BOULDER AVE. TULSA, OK, 74103 1-918-215-2290
OKLAHOMA NATURAL GAS COMPANY 2319 W. EDISON ST. TULSA, OK, 74127 918-834-8000	SEWER CITY OF BIXBY 116 W NEEDLES, P.O. BOX 70 BIXBY, OK 74008 918-366-4430	BIXBY TELEPHONE 15502 S. MEMORIAL DR. BIXBY, OK 74008 918-366-8000

FLOODPLAIN

PORTIONS OF THE PROPERTY ARE LOCATED WITHIN ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD) AS SHOWN ON FIRM PANEL 40143C0432L DATED 10/16/2012

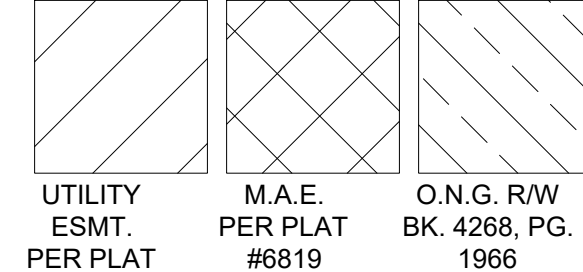


LEGEND

- - - - - SUBJECT PROPERTY LIMITS
- - - - - LOT LINE
- - - - - SECTION LINE
- - - - - FLOOD PLAIN LINE
- - - - - EASEMENT LINE
- - - - - PROPOSED LOT LINE
- - - - - PROPOSED EASEMENT LINE

DECIDUOUS TREE

- - FOUND PROPERTY CORNER (AS NOTED)
- - SET PROPERTY CORNER (AS NOTED)
- (R) - RECORDED
- (M) - MEASURED
- P.O.C. - POINT OF BEGINNING
- P.O.B. - POINT OF COMMENCEMENT
- M.A.E. - MUTUAL ACCESS EASEMENT
- L.N.E. - LIMITS OF NO ACCESS
- ACC - LIMITS OF ACCESS
- DGCI - DOUBLE GRATE CURB INLET
- RCF - REINFORCED CONCRETE PIPE
- FL - FLOWLINE
- U/E - UTILITY EASEMENT
- R/W - RIGHT-OF-WAY



UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED PER ONE-CALL LOCATE TICKET #22090814363256 AND SHOWN FROM OBSERVED FIELD SURVEY INFORMATION AND RECORD LOCATIONS PROVIDED BY THOSE COMPANIES RESPONDING TO SAID LOCATE TICKET. SCHEMMER MAKES NO GUARANTEE THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. SCHEMMER GIVES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF THE LOCATION OF THE UNDERGROUND UTILITIES. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SCHEMMER FOR ANY DAMAGE TO UNDERGROUND UTILITIES WHICH MAY OCCUR FROM THE USE OF THE UTILITY INFORMATION PROVIDED HEREON. CONTACT "CALL OKIE" (1-800-522-6543) PRIOR TO ANY EXCAVATION ON THIS SITE.

COUNTY CLERK STAMP

COUNTY TREASURER STAMP

QUAIL CREEK OFFICE PARK

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Brumble Development Group, L.L.C., an Oklahoma limited liability company, hereinafter together referred to as the “Owner/Developer” is the owner of the following described land in the City of Bixby, Tulsa County, State of Oklahoma, to wit:

Insert legal here

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat and survey (hereinafter the “Plat” and has entitled and designated the subdivision as “Quail Creek Office Park”, a Subdivision in the City of Bixby, Tulsa County, Oklahoma (hereinafter “Quail Creek Office Park” or the “Subdivision”).

SECTION I. EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby 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, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/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. Underground Service

1. Lines for the supply of electric, telephone and cable television services may be located underground within a general utility easement as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.
2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have right of access to all general utility easements depicted on the accompanying plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.
4. Lot owners shall be responsible for the protection of the underground service facilities located on their respective lots and each shall prevent the alteration of grade or any construction activity that would interfere with the electric, telephone or cable television 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 forth in this paragraph B shall be enforceable by the supplier of the electric, telephone or cable television service and Lot owners agree to be bound hereby.

C. Water, Sanitary Sewer and Storm Sewer Service

1. Lot owners shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on their respective lots and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main or storm sewer.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main, sanitary sewer main or storm sewer, or any construction activity which would interfere with public water mains, sanitary sewer mains and storm sewers shall be prohibited.
3. The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.
4. The City of Bixby, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
5. The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Bixby, Oklahoma, or its successors, and Lot owners agree to be bound hereby.

D. Gas Service

1. Lot owners shall be responsible for the protection of gas facilities located on their respective lots.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the

installation of a gas main or any construction activity which would interfere with a gas main shall be prohibited.

3. The supplier of gas service shall be responsible for ordinary maintenance of gas mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.
4. The supplier of gas service shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of gas facilities.
5. Underground gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.
6. The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of gas service and Lot owners agree to be bound hereby.

E. Surface Drainage and Lot Grading Restriction

Each Lot shall **receive** and **drain**, in an unobstructed manner, the storm and surface waters from lots, drainage areas of higher elevation, and 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/or surface waters over and across his lot. The foregoing covenants set forth in this paragraph F shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

G. Paving and Landscaping Within Easements

Lot owners affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the easement areas depicted upon the accompanying plat. Provided, however, the City of

Bixby, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

Whereas, Quail Creek Commons (PUD 76) was submitted as a planned unit development (designated as PUD No. 76) as provided within Sections 1100-1107 of Title 42, Bixby Revised Ordinances (Bixby Zoning Code), and

Whereas, PUD No. 76 was affirmatively recommended by the Bixby Planning Commission on February 27, 2013 and approved by the City Council of the City of Bixby, Oklahoma, on March 25, 2013.

Whereas, PUD No. 76 minor amendment no. 1 was submitted and was affirmatory recommended for approval by the City of Bixby Planning Commission on September 30, 2013, and was approved by the Bixby City Council on October 14, 2012, and

Whereas, PUD No. 76 minor amendment no. 2 was submitted and was approved by the City of Bixby Planning Commission on June 18, 2018, and

Whereas, the planned unit development provisions of the Bixby Zoning Code require the establishment of covenants of record inuring to and enforceable by the City of Bixby, sufficient to insure the implementation and continued compliance with the approved planned unit development and any amendments, thereto, and

Whereas, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Bixby, Oklahoma.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. DEVELOPMENT STANDARDS

Development Area E (Lot 1, Block1)

Gross Land Area: 7.222 ac

Net Land Area 6.001 ac

Permitted Uses: Uses as permitted as matter of right in the CS zoning district, and

customary accessory use, provided however, use Unit 19 Hotel, Motel and recreation facilities shall be limited to hotel use.

Maximum Floor Area Ratio: 0.50

Maximum Building Height: 40 ft.

Minimum Building Setback:

From Arterial Street Right-of-Way 50 ft

From Non-Arterial Street Right-of-Way 25 ft.

From Residential Development Areas: 50 ft.

From Other Exterior Boundaries: 20 ft.

Minimum Landscaping: 10% of Net Lot Area

Minimum Off-Street Parking: see Section II.B.4 off street parking and loading

Masonry Requirements: Exterior building walls fronting 121st street shall have a masonry finish of not less than 25% excluding windows and doors

Other Bulk and Area Requirements: As required within a CS District

Development Area F (Lots 2, 3, and 4 Block 1)

Gross Land Area: 6.481 ac

Net Land Area 5.976 ac

Permitted Uses: Uses as permitted as matter of right in the CG zoning district, and office/warehouse as set forth within Use Unit 23 warehousing and wholesaling, and customary accessory use, provided however uses set forth in Use Unit 17 automotive and allied activities shall be excluded.

Maximum Floor Area Ratio: 0.50

Maximum Building Height: 40 ft.

Minimum Building Setback:

From Non-Arterial Street Right-of-Way 25 ft.

From Residential Development Areas: 50 ft.

From Other Exterior Boundaries: 20 ft.

Minimum Landscaping: 10% of Net Lot Area

Minimum Off-Street Parking: see Section II.B.4 off street parking and loading

Other Bulk and Area Requirements: As required within a CS District

B. General Provisions and Development Standards

1. Restricted Uses

All uses classified as “sexually oriented” within the City of Bixby Zoning Code (Section 11-7d-6) are hereby excluded from any development area within PUD 76.

2. Landscaping and Screening

Landscaping shall meet the requirements of Chapter 12 landscape requirements of the

Bixby Zoning Code, except as hereinafter modified. Within development areas permitting retail use, the landscaping for a mixed use building which contains both retail and office tenants shall be 10%. In addition to the requirements of Chapter 12 of the Bixby Zoning Code, perimeter landscaping shall include plant materials designed to achieve an attractive street view.

Reasonable efforts shall be made to preserve existing mature trees. Each mature tree which is in a required street yard and which is removed for the purpose of providing parking for multifamily dwellings or commercial establishments shall be replaced within the affected lot or lots at a two to one (2:1) ratio in accordance with Chapter 12 of the Bixby Zoning Code. A screening fence not less than 6 feet in height and a landscaped area of not less than 10 feet in width shall be maintained along the boundaries of commercial areas adjoining residential development or a residential zoning district, provide however, if an adjoining residential district is undeveloped or used for nonresidential purposes, required screening may be deferred until residential development continues.

3. Lighting

Exterior lighting shall be limited to shielded fixtures designed to direct light downward. Lighting shall be design so that the light producing element of the shielded fixture shall not be visible to a person standing within an adjacent residential district or residential development area.

4. Off Street Parking and Loading

Within Development Areas E and F, the following minimum parking to building square footage ratios shall apply, per initial building type, and regardless future occupancies:

OFFICE BUILDINGS:	1 PER
300 SF	
WAREHOUSEING AND WHOLESALING BUILDINGS:	1 PER
5,000 SF	
BUILDINGS FOR OTHER COMMERCIAL OR OTHER	1 PER
225 SF	
PERMITTED USES, INCLUDING RESTAURANT	

Within Development Areas E and F, off-street loading shall not be required. If constructed, off-street loading geometries may be modified from zoning code commercial building permit, provided the modified design meets building code requirements. The owner or individual tenants may allow off-street parking within loading berth areas when not in use for loading purposes.

The limitation establishing a maximum number of parking spaces as set forth within paragraph H, Section 11-10-2 may be modified by the Bixby Planning Commission pursuant to its review and approval of a PUD detail site plan.

5. Access and Circulation

The principal access is to be derived from an interior public collector street, South 74th East Avenue, to be constructed that connects to the two arterial streets. The connection of the two arterials is a requirement. There is an area outside the area of PUD No. 76 which is proposed for a segment of the collector street but within which, required right of way does not presently exist. The owner of the area required for right of way is under contract that the required right of way will be dedicated. The collector street will require a right of way width of 80 feet and a paving width of 38 feet, provided however a paving width of 38 feet shall require a waiver by the Bixby City Council of the Bixby Subdivision regulations. Interior public and/or private minor street systems and mutual access easements will be established as needed. New public street construction shall comply with the applicable geometric street standards of the City of Bixby.

Sidewalks along the interior streets and along 121st Street shall be constructed by the developer in accordance with the Bixby Subdivision regulations including a minimum width of four feet and ADA compliance. Within Development Areas B and C, pedestrian access from residential areas may be provided to the adjoining fry ditch.

Interior access to Lot 1, Block 1 may be private street(s) from South 74th East Avenue and East 126th Street South, Lot 1, Block 1 may be gated for the privacy of residents within the development area.

6. Signs

Signs shall comply with the applicable provisions of the Bixby zoning code except as provided herein, and shall be submitted to and approved by the City of Bixby for sign permit. Signs identifying an interior property may be located off site within a parcel located within PUD 76 as further outlined herein.

Business signs shall be limited as follows:

- a. Wall or canopy signs shall not exceed 1.5 square feet of display surface area per lineal foot of the building wall or canopy to which affixed.
- b. A project identification sign may be located along 121st St. S., and may identify like-branded residential developments ("Quail Creek"), but shall not exceed 35 feet in height and 230 square feet of display surface area.
- c. One (1) combined commercial development entrance sign shall be permitted along each street frontage (e. 121st St. S. And S. 74th E. Ave.), identifying businesses and uses located anywhere within Development Areas E and F, but shall not exceed 35 feet in height and 230 square feet of display surface area per sign.

- d. Within each lot, a ground sign may be located, but shall not exceed 20 feet in height and 75 square feet of display surface area.
 - e. Within commercial Development Areas E and F, businesses located on interior lots may be served by one (1) offsite ground sign located along 121st St. S. or S. 74th E. Ave., not to exceed 20' in height or a maximum display surface area permitted based on the street frontage of the lot containing such sign. Such ground sign shall be permitted in addition to all other ground signs located on the lot with arterial or collector street frontage, provided the 40' minimum sign separation standard is maintained. Within commercial Development Areas E and F, businesses located on interior lots may additionally be served by one (1) onsite ground sign, not to exceed 10' in height and 150 square feet in display surface area.
7. Utilities and Drainage
Utilities are at the site or accessible by customary extension. Fee-in-lieu of storm water detention facilities will be provided.
8. Parcelization
After initial platting setting forth permitted uses and the allocation of commercial floor area or residential density, division of platted lots may occur by approved lot split application and subject to the approval by the Bixby Planning Commission of proposed floor area or residential density allocations and confirmation of the existence of any necessary cross parking and mutual access easements.
9. Transfer of Allocated Floor Area
An initial transfer of 65 dwelling units from Development Area C to Development Area H is herein established. Allocated commercial or residential density may be transferred to another lot or lots by written instrument executed by the owner of the lot from which the floor area or residential density is to be allocated, provided however, the allocation shall not exceed 15% of the initial allocation to the lot to which the transfer of floor area or residential density is to be made. Allocation exceeding 15% shall require an application for minor amendment to be reviewed and approved by the Bixby Planning Commission.
10. Detailed Site Plan Review
Development areas may be developed in phases. Within development areas intended for multifamily dwellings no building permit shall issue until a detailed site plan (including landscaping) of the proposed improvements has been submitted to the Bixby Planning Commission for recommendation and submitted to and approved by the Bixby City Council as being in compliance with the development concept and the development

standards. Within development areas that do not include multifamily dwellings, no building permit shall issue until a detailed site plan (including landscaping) of the proposed improvements has been submitted to and approved by the Bixby Planning Commission as being in compliance with the development concept and the development standards. Provided, however, the Bixby Planning Commission may approve a conceptual site plan as being in compliance with the development concept and development standards, upon which City of Bixby staff shall review and approve individual detailed site, landscape, signage, fence/screening, building elevation, and lighting plans if in substantial compliance with the conceptual site plan approved by the Bixby Planning Commission. No certificate of occupancy shall issue for a building until the landscaping of the applicable phase of development has been installed in accordance with a landscaping plan and phasing schedule submitted to and approved by the Bixby Planning Commission or Bixby City staff, as the case may be.

11. **Platting Requirement**

Development areas may be developed in phases, and no building permit shall issue until the development phase for which a permit is sought has been included within a subdivision plat submitted to and approved by the Bixby Planning Commission and 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 planned unit development and the City of Bixby shall be a beneficiary thereof.

12. **City Department Requirements**

Standard requirements of the City of Bixby Fire Marshall, City Engineer and City Attorney shall be met.

The limitation establishing a maximum number of parking spaces as set forth within paragraph H, Section 11-10-2 may be modified by the Bixby Planning

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. **Enforcement**

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owner/developer, its successors and assigns. Within the provisions of section I easements, and utilities and section II planned unit development restrictions are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within sections I and II, whether or not specifically therein so stated., shall inure to the benefit of and shall be enforceable by the City of Bixby, Oklahoma.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual, but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment

The covenants contained within Section I, Easements and Utilities, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the City of Bixby, Oklahoma, or its successors. . 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 a minor amendment to PUD No. 76 by the Bixby Planning Commission or its successors and recording of a certified copy of the minutes of the Bixby Planning Commission or its successors with the Tulsa County Clerk, or upon approval of a major amendment to PUD 76 upon filing of record an ordinance and/or other valid record of City of Bixby approval. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date is properly recorded.

D. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, Brumble Development Group, L.L.C., an Oklahoma limited liability company, has executed this instrument this ____ day of _____, 2012.

Brumble Development Group, L.L.C.,
an Oklahoma limited liability company

Clint Brumble, Manager

STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

This instrument was acknowledged before me on this _____ day of
, 2023 by Clint Brumble as Manager of Brumble Development Group, L.L.C., an Oklahoma
limited liability company.

Notary Public

My commission expires: _____

My commission number is: _____

CERTIFICATE OF SURVEY

I, A. B. Watson, Jr., a Registered 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
described above, and that the accompanying plat designated herein as “Quail Creek Office Park”,
a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, is a representation of the
survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma
Minimum Standards for the Practice of Land Surveying.

A. B. Watson, Jr.
Registered Professional Land Surveyor
Oklahoma No.1057

STATE OF OKLAHOMA)
).
COUNTY OF TULSA)

The foregoing Certificate of Survey was acknowledged before me on this _____day of
, 2023, by A. B. Watson, Jr., as a registered professional land surveyor.

Notary Public

My commission expires: _____

My commission number is: _____

Land Summary

BARA ACRES, A SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTH HALF (N/2) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2 W/2 W/2 NE/4); THENCE SOUTH 00°25'22" EAST ALONG THE EASTERLY LINE OF SAID W/2 W/2 W/2 NE/4 FOR A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°25'22" EAST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 1074.47 FEET TO A POINT; SAID POINT BEING THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (E/2 NW/4 SW/4 NE/4); THENCE NORTH 89°29'56" EAST ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) FOR A DISTANCE OF 992.14 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (NE/4 SW/4 NE/4); THENCE SOUTH 00°23'43" EAST ALONG THE EASTERLY LINE OF SAID NE/4 SW/4 NE/4 FOR A DISTANCE OF 331.13 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (S/2 N/2 SE/4 NE/4); THENCE NORTH 89°29'59" EAST ALONG THE NORTHERLY LINE OF S/2 N/2 SE/4 NE/4 FOR A DISTANCE OF 1322.63 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID S/2 N/2 SE/4 NE/4; THENCE SOUTH 00°21'31" EAST ALONG THE EASTERLY LINE OF THE S/2 N/2 SE/4 NE/4 FOR A DISTANCE OF 331.14 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE S/2 N/2 SE/4 NE/4; THENCE SOUTH 89°30'00" WEST ALONG THE SOUTHERLY LINE OF THE S/2 N/2 SE/4 NE/4 FOR A DISTANCE OF 1322.42 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE S/2 NE/4 SE/4 NE/4; THENCE SOUTH 00°23'43" EAST ALONG THE EASTERLY LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (S2 SW/4 NE/4) FOR A DISTANCE OF 662.26 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID N/2 OF SECTION 20; THENCE SOUTH 89°30'05" WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 1652.50 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER (E/2 E/2 E/2 NW/4); THENCE NORTH 00°26'28" WEST ALONG THE WESTERLY LINE OF SAID E/2 E/2 E/2 NW/4 FOR A DISTANCE OF 1986.68 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (E/2 NE/4 NE/4 NW/4); THENCE NORTH 89°29'51" EAST ALONG THE SOUTHERLY LINE OF SAID E/2 NE/4 NE/4 NW/4 FOR A DISTANCE OF 300.82 FEET TO A POINT, SAID POINT BEING 30.00 FEET WESTERLY OF THE EASTERLY LINE OF THE NORTHWEST QUARTER (NW/4); THENCE NORTH 0°25'55" WEST AND PARALLEL WITH SAID EASTERLY LINE FOR A DISTANCE OF 412.23 FEET TO A POINT, SAID POINT BEING 250.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID SECTION; THENCE NORTH 89°29'47" EAST AND PARALLEL WITH SAID NORTHERLY LINE, FOR A DISTANCE OF 360.88 FEET TO THE POINT OF BEGINNING.

Basis of Bearings

THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA N 88°40'56" E (PER THIS SURVEY)

ADS Benchmark

AERIAL DATA SERVICE MONUMENT: TUL2
3" ALUMINUM CAP-FLUSH-STAMPED "TUL2", SET S.E. OF 151ST ST. AND HARVARD AVE. THE STATION IS 2.0' NORTH OF CARSONITE WITNESS POST.

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS TWO-HUNDRED TWENTY-THREE (223) LOTS IN NINE (9) BLOCKS AND SEVEN (7) RESERVE AREAS
73.79 ACRES (3,214,198 SQUARE FEET)

CERTIFICATE OF APPROVAL

CITY PLANNING COMMISSION APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BIXBY PLANNING COMMISSION ON _____

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MAYOR OR VICE MAYOR

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CITY MANAGER

UTILITY CONTACTS

WATER
CREEK COUNTY RWD #2
2425 W. 121st St. S.
Jenks, OK 74037
918-299-4448

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

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

SEWER
CITY OF BIXBY
116 W NEEDLES, P.O. BOX 70
BIXBY, OK 74008
918-366-4430

AT&T
800-464-7928

FLOODPLAIN

PORTIONS OF THE PROPERTY ARE LOCATED WITHIN ZONE X (AREA OF MINIMAL FLOOD HAZARD) AND ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD) AS SHOWN ON FIRM PANEL 40143C0429L DATED 10/16/2012

Conceptual Utility Plan
ALDERWOOD ESTATES

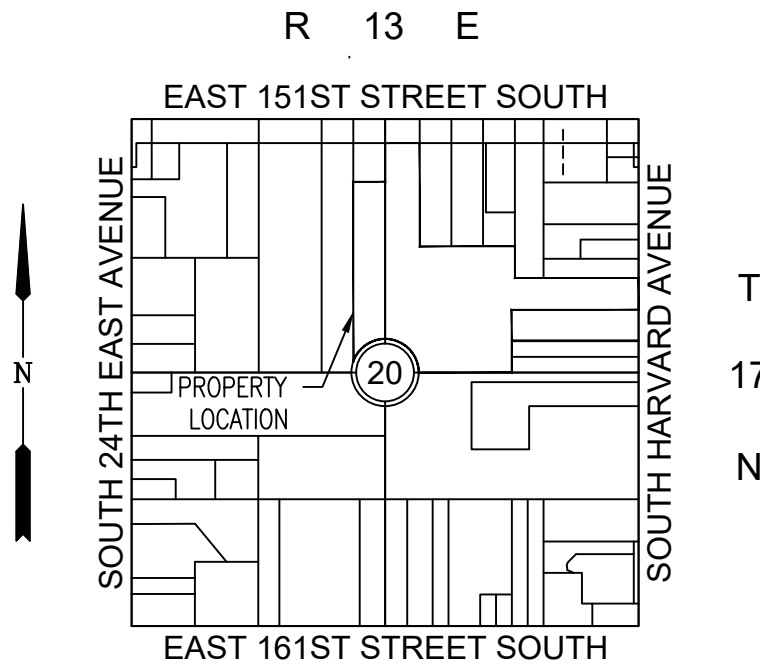
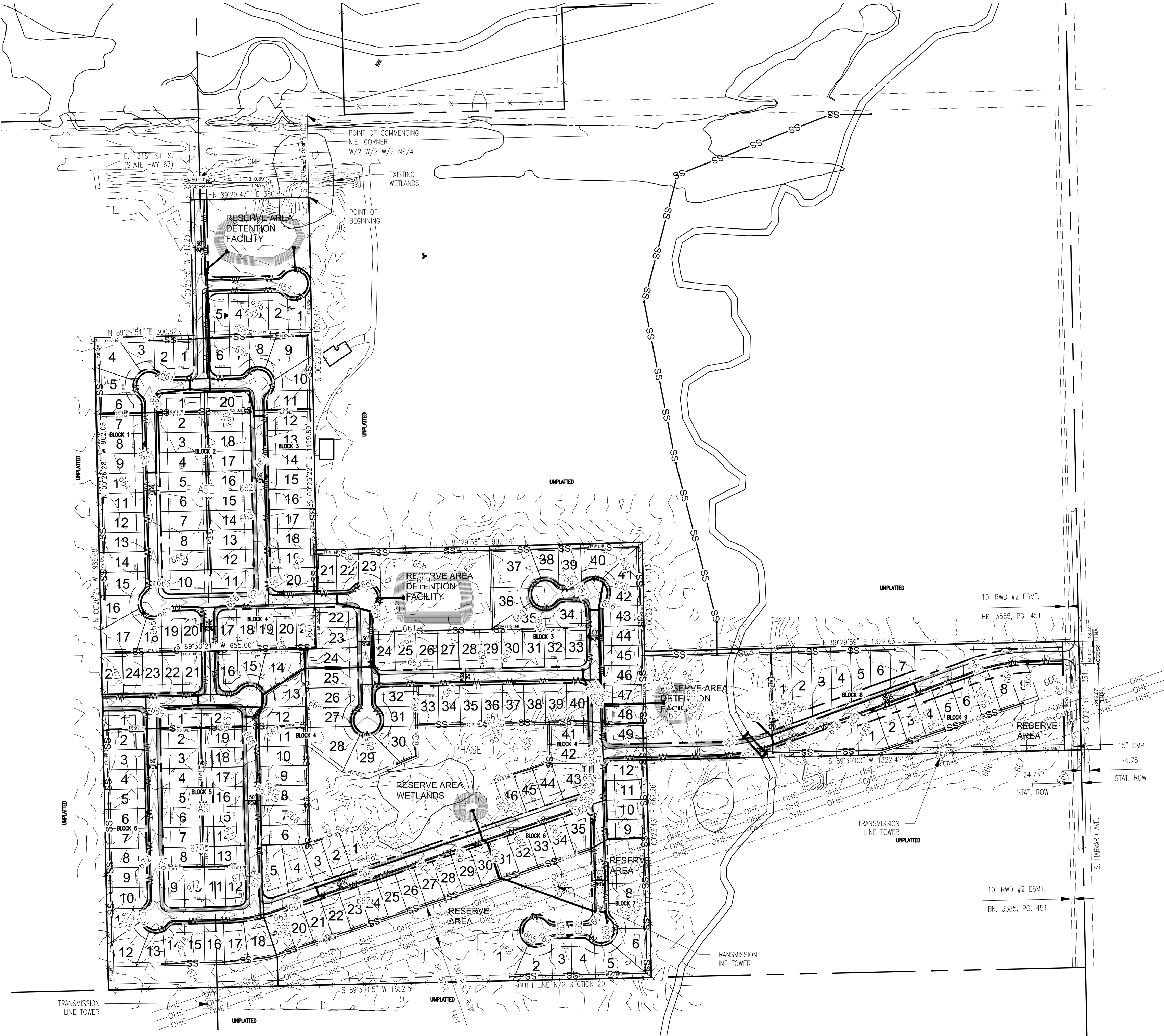
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BEING A PART OF THE NW/4 AND THE NE/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 13 EAST
OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA
222 LOTS, 9 BLOCKS, 7 RESERVES

Owner / Developer

15400 HARVARD, L.L.C.
8086 S. YALE AVENUE
TULSA, OK. 74136

Engineer/Surveyor

THE SCHEMMER ASSOCIATES, LLC
10820 EAST 45TH ST. SUITE 307
TULSA, OK 74146
PHONE: (918) 394-1500
FAX: (918) 369-6876
C.A. #5964 EXPIRES JUNE 30, 2023
BWATSON@SCHEMMER.COM



Location Map

SCALE: 1"=200'



Scale: 1"=200'



Legend

B/L BUILDING LINE
LNA LIMITS OF NO ACCESS
ACC LIMITS OF ACCESS
F/L/E FENCE & LANDSCAPE EASEMENT
U/E UTILITY EASEMENT

COUNTY CLERK STAMP

COUNTY TREASURER STAMP

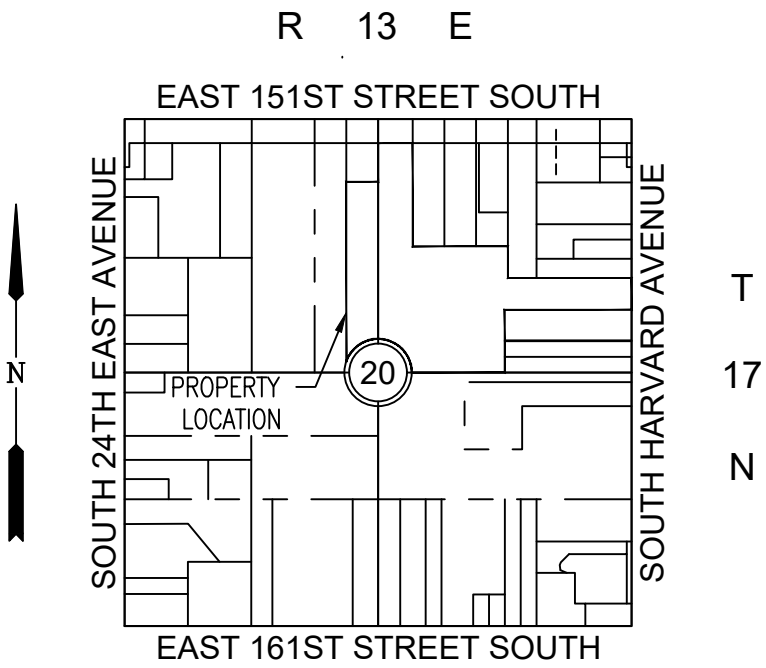
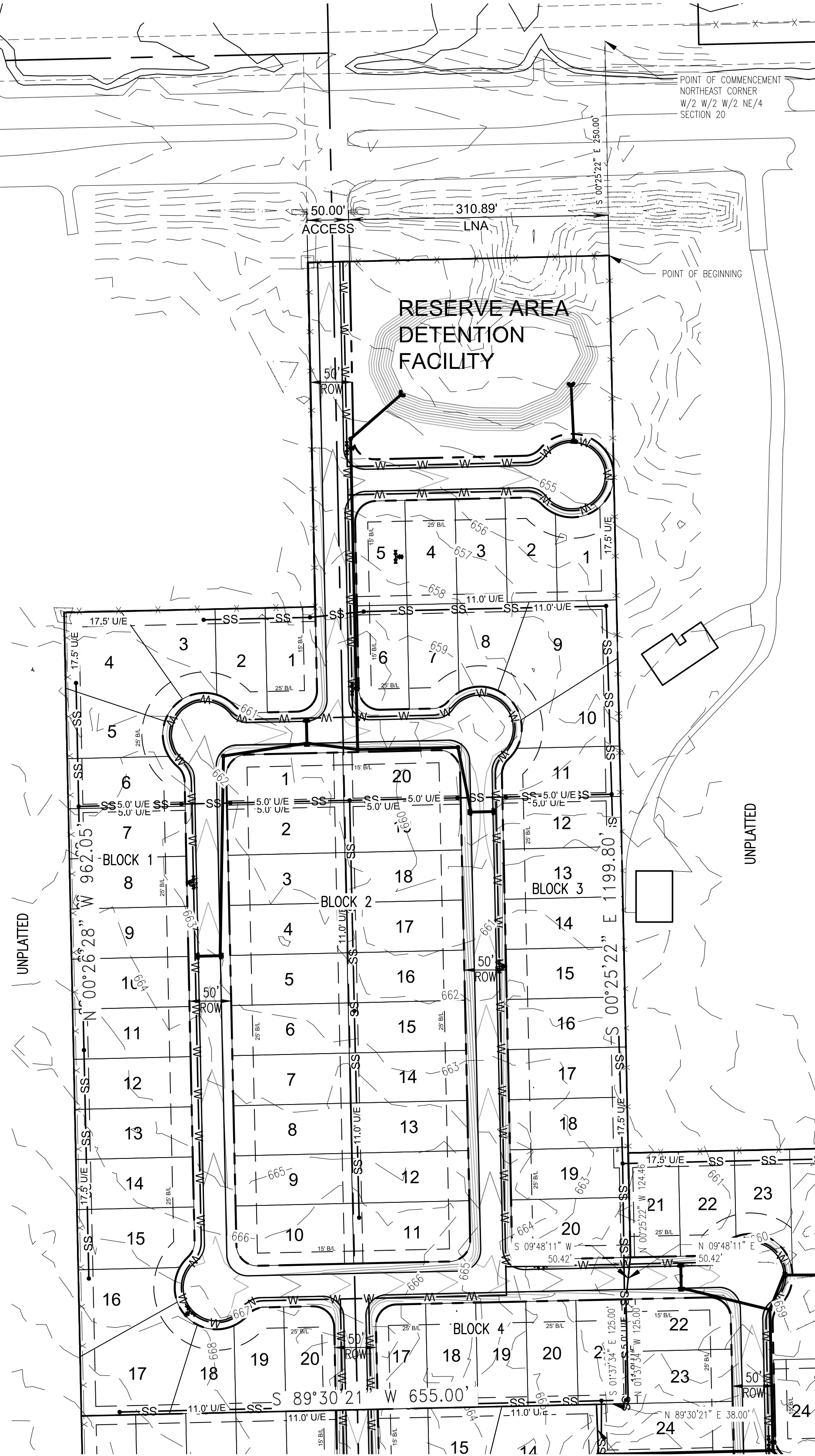
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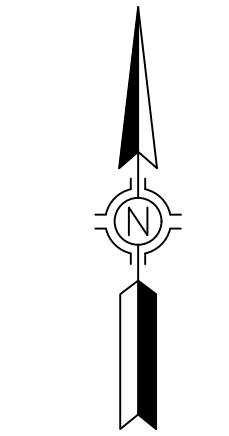
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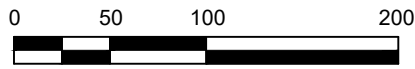


Location Map

SCALE: 1"=2000'



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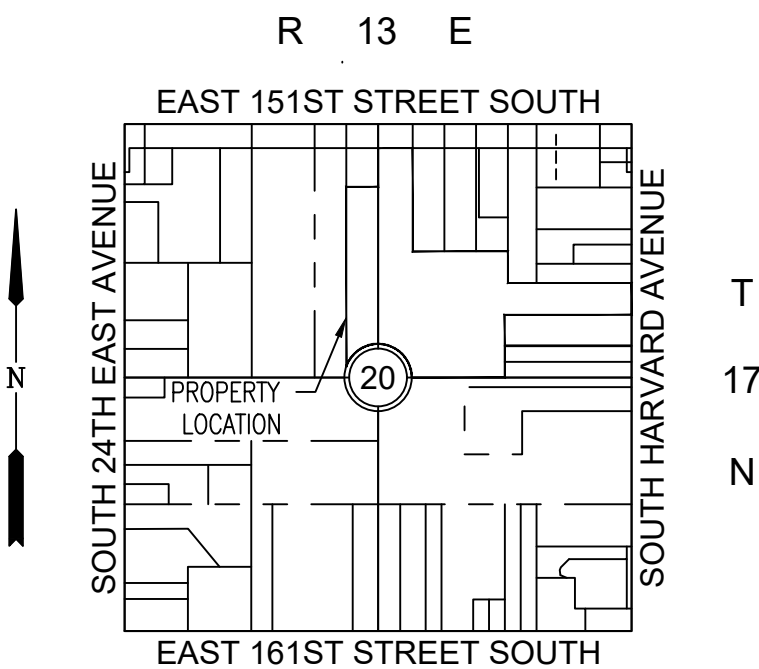
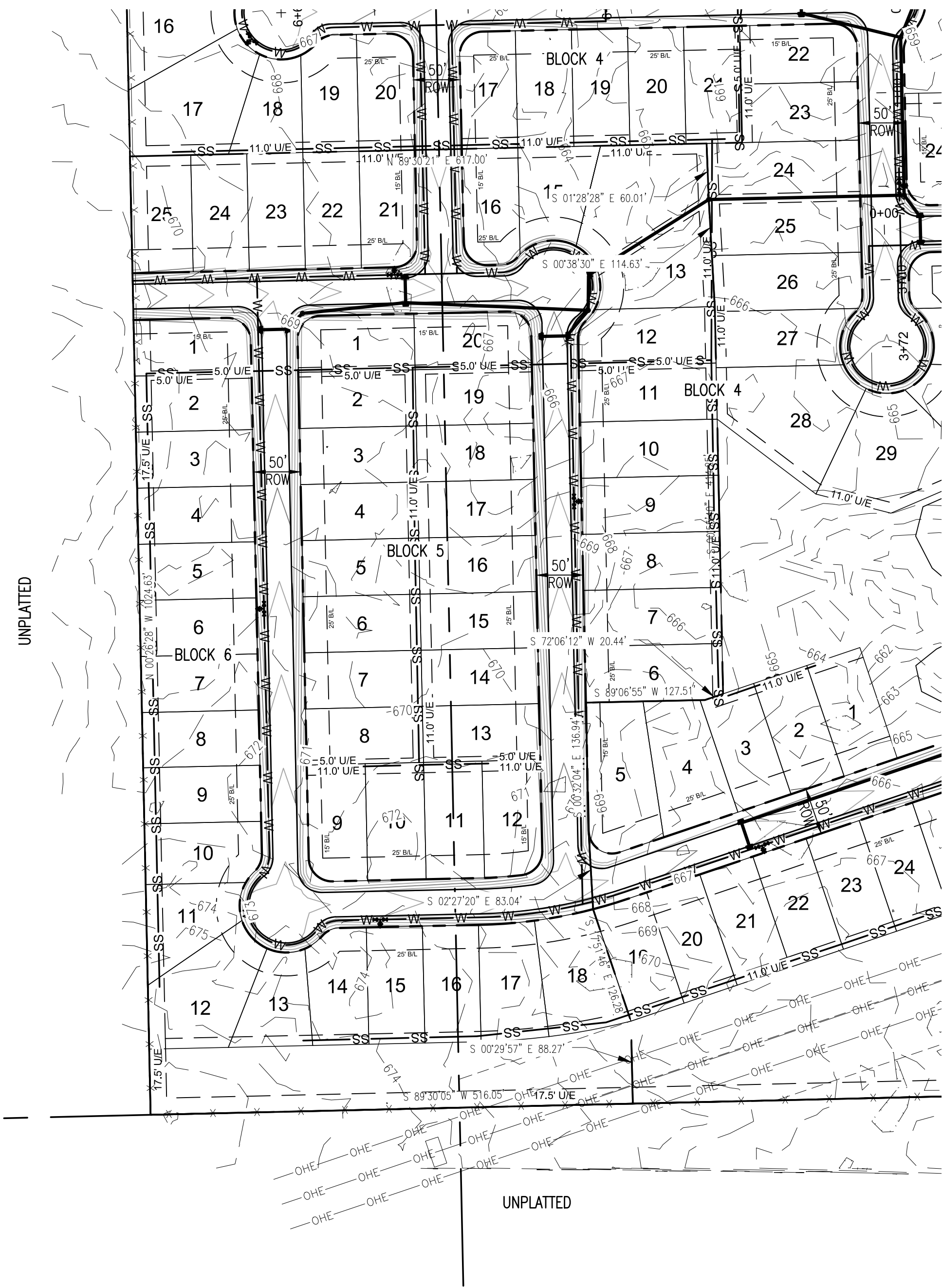
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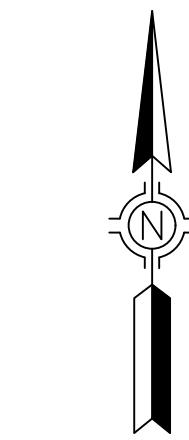
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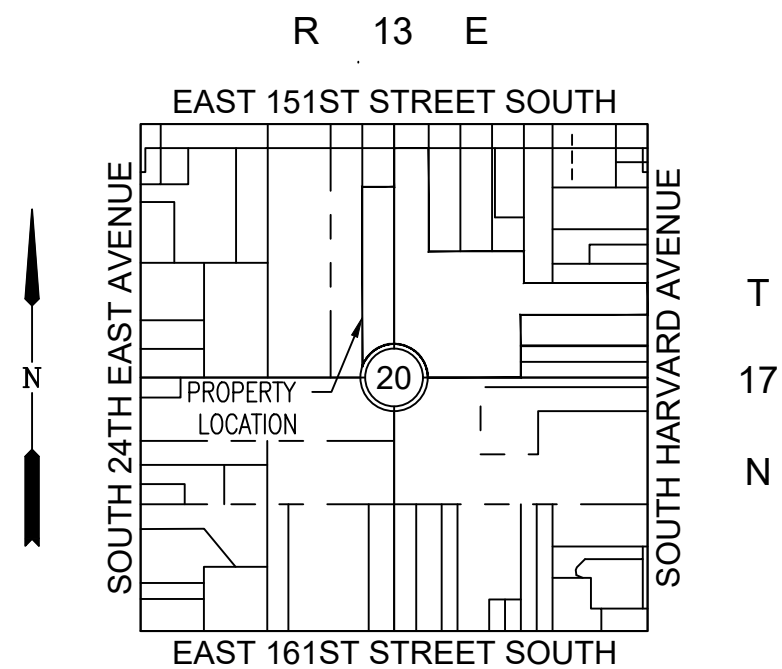
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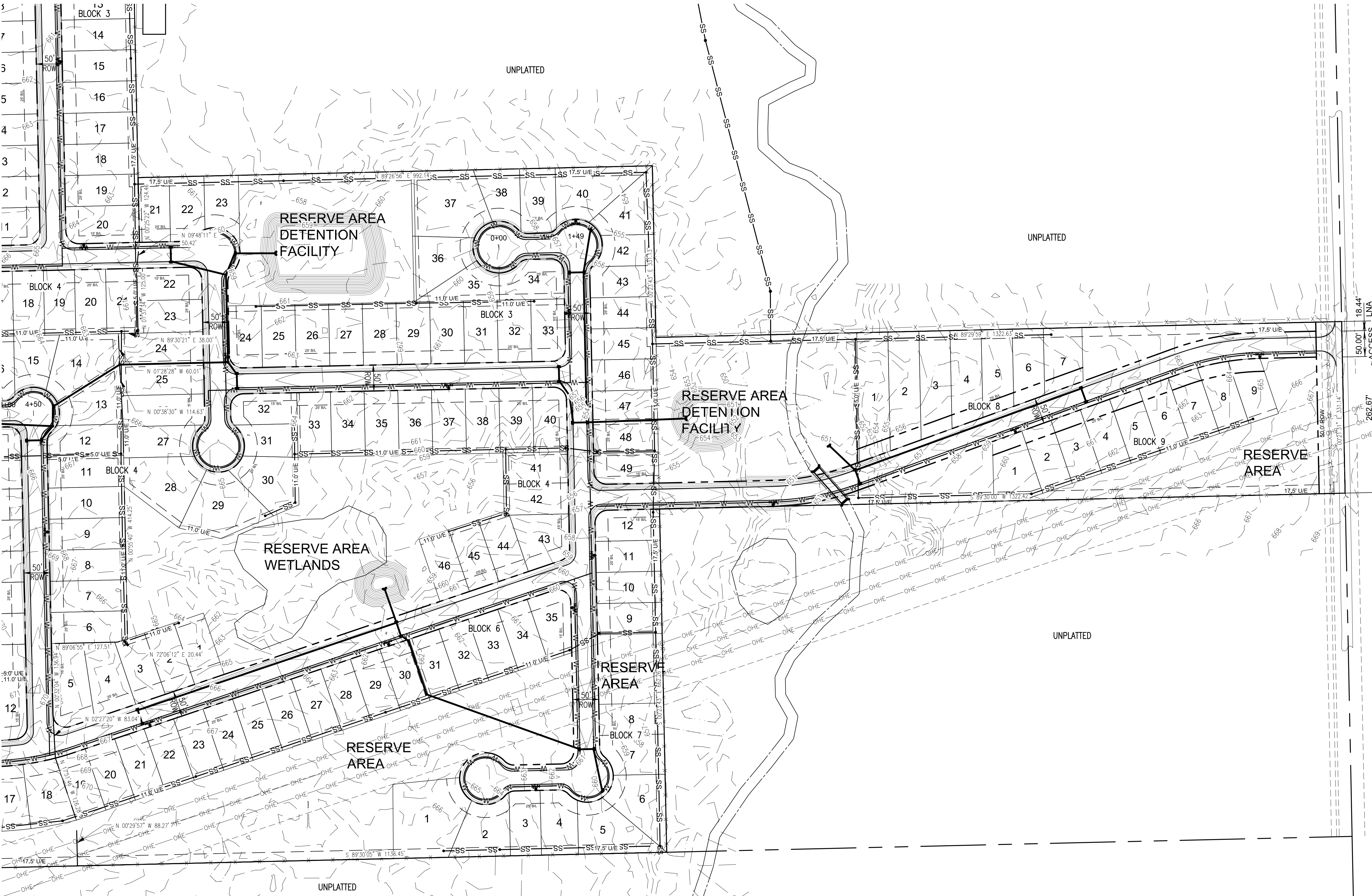
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Land Summary

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CITY MANAGER

UTILITY CONTACTS

WATER CREEK COUNTY RWD #2 2425 W. 121st St. S. Jenks, OK 74037 918-299-4448	AEP PUBLIC SERVICE COMPANY OF OKLAHOMA 212 E. 6TH ST. TULSA, OK, 74119 1-888-216-3523
OKLAHOMA NATURAL GAS COMPANY 2319 W. EDISON ST. TULSA, OK, 74127 918-834-8000	SEWER CITY OF BIXBY 116 W NEEDLES, P.O. BOX 70 BIXBY, OK 74008 918-366-4430
AT&T 800-464-7928	

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PORTIONS OF THE PROPERTY ARE LOCATED WITHIN ZONE X (AREA OF MINIMAL FLOOD HAZARD) AND ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD) AS SHOWN ON FIRM PANEL 40143C0429L DATED 10/16/2012

Preliminary Plat
ALDERWOOD ESTATES

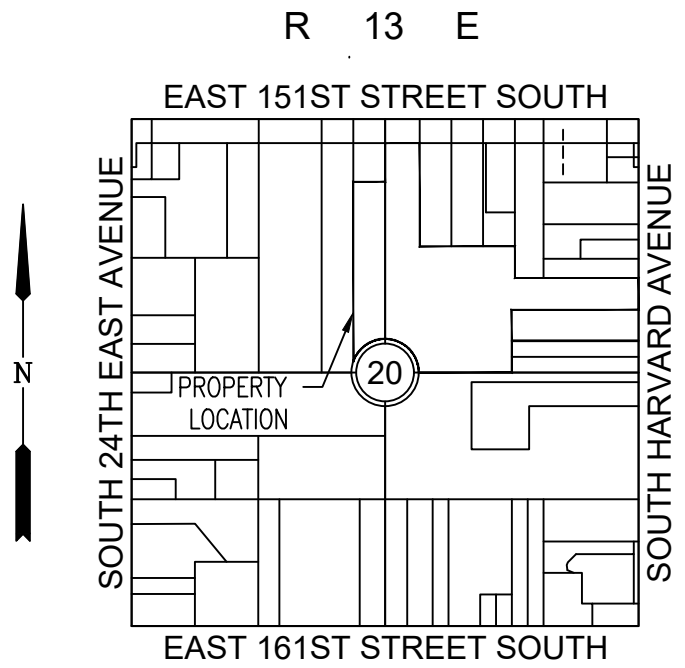
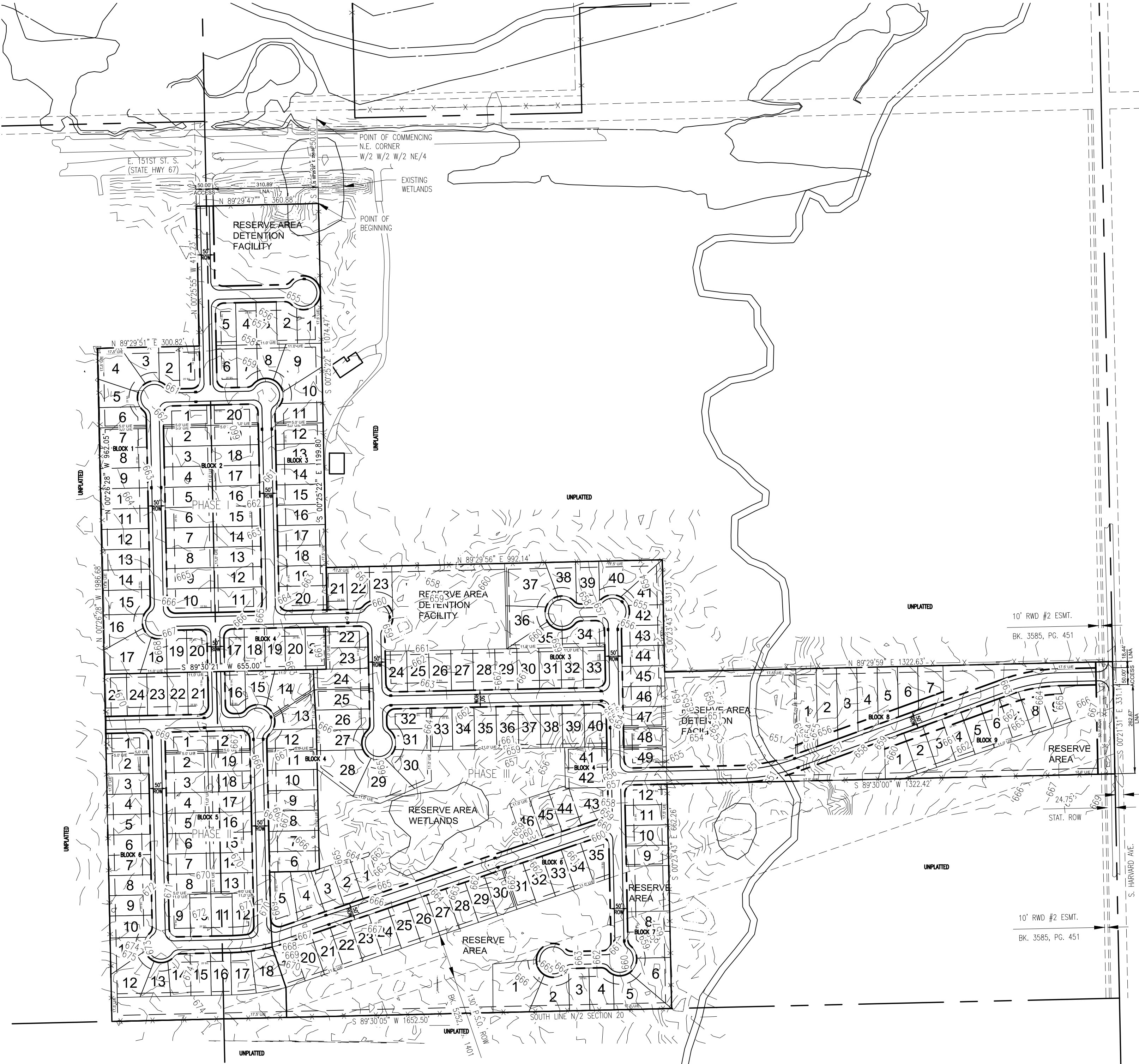
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TULSA, OK. 74136

Engineer/Surveyor

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10820 EAST 45TH ST. SUITE 307
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PHONE: (918) 394-1500
FAX: (918) 369-6876
C.A. #5964 EXPIRES JUNE 30, 2023
BWATSON@SCHEMMER.COM



Location Map

SCALE: 1"=200'



Scale: 1"=200'



Legend

B/L BUILDING LINE
LNA LIMITS OF NO ACCESS
ACC LIMITS OF ACCESS
F/L/E FENCE & LANDSCAPE EASEMENT
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COUNTY CLERK STAMP

COUNTY TREASURER STAMP

Preliminary Plat

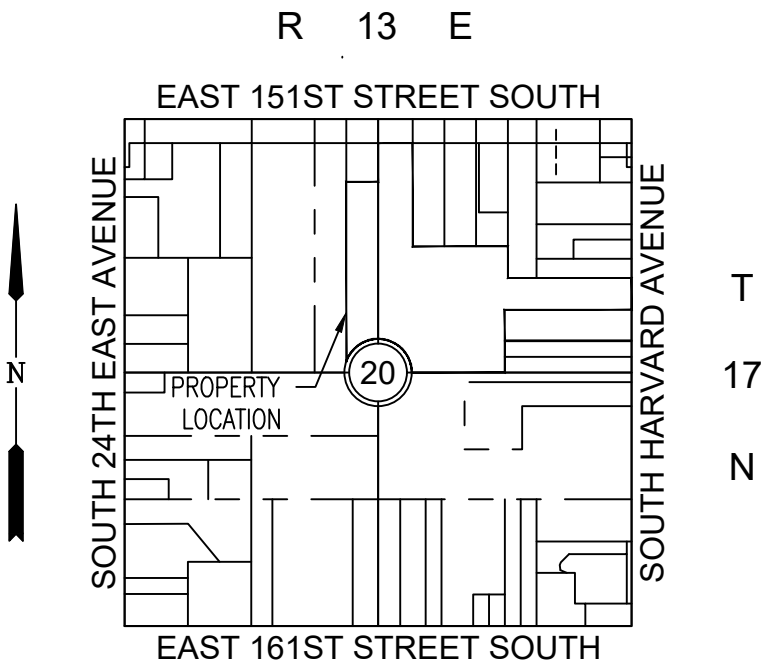
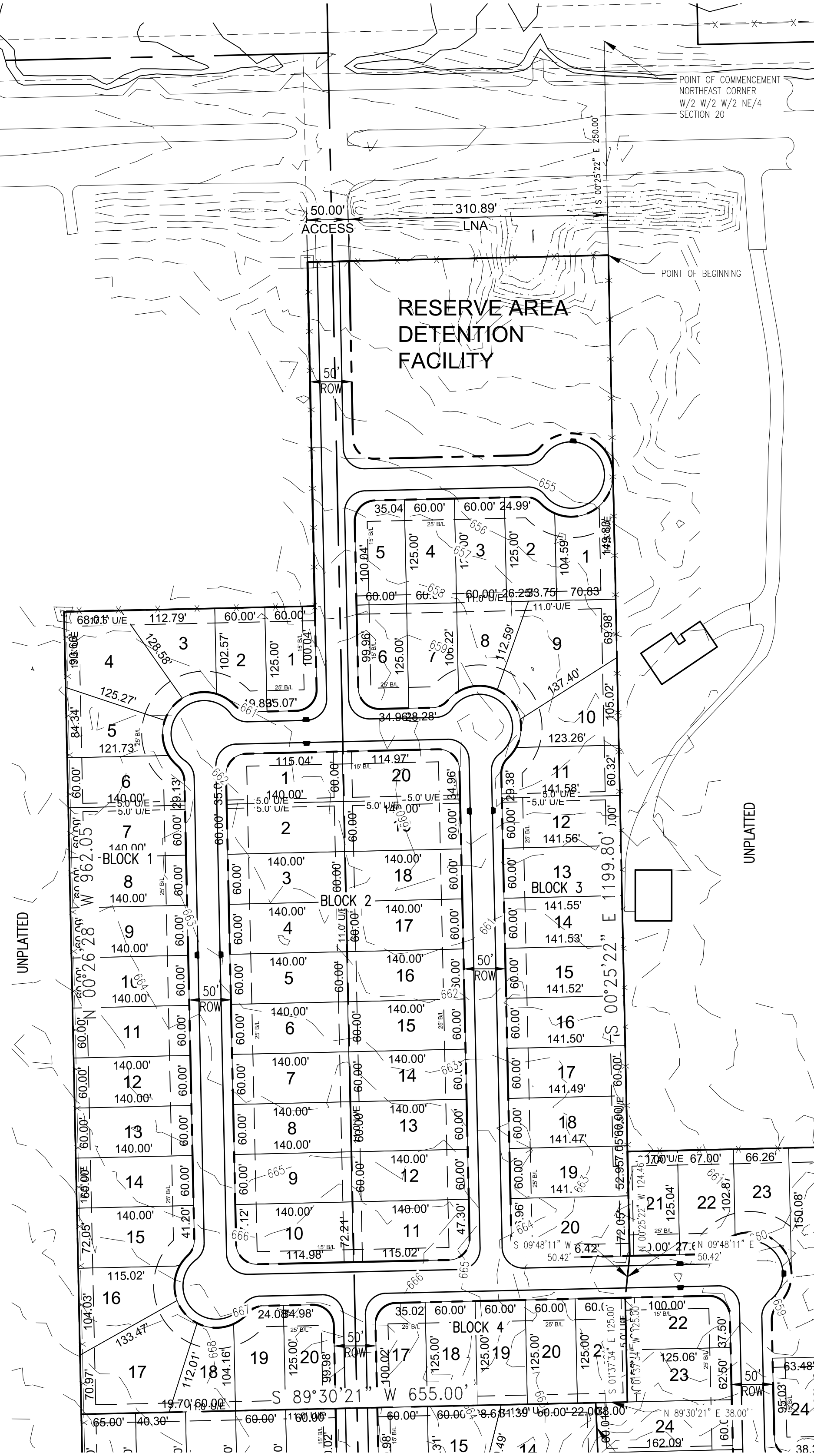
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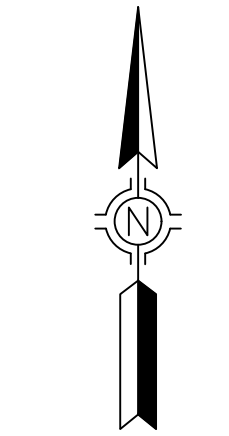
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PHASE 1 LOT SUMMARY	
BLOCK	LOTS
1	20
2	20
3	20
4	5

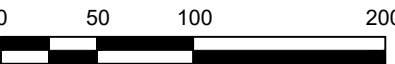


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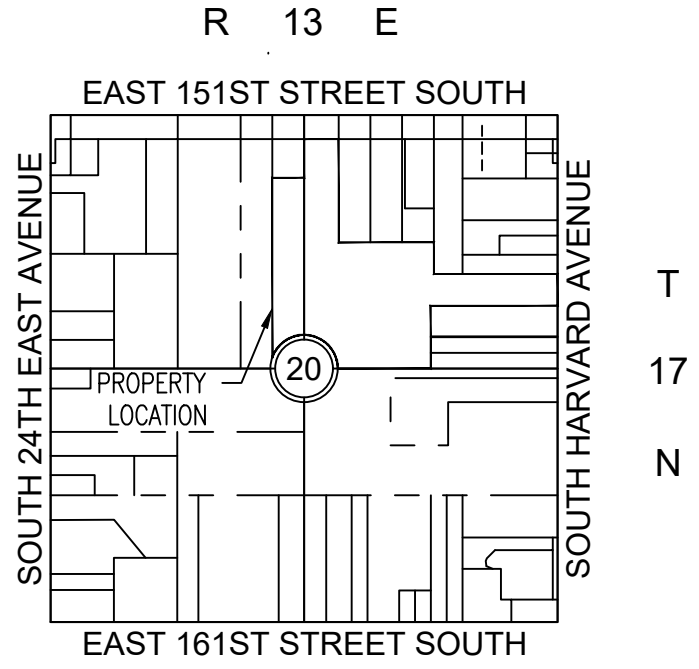
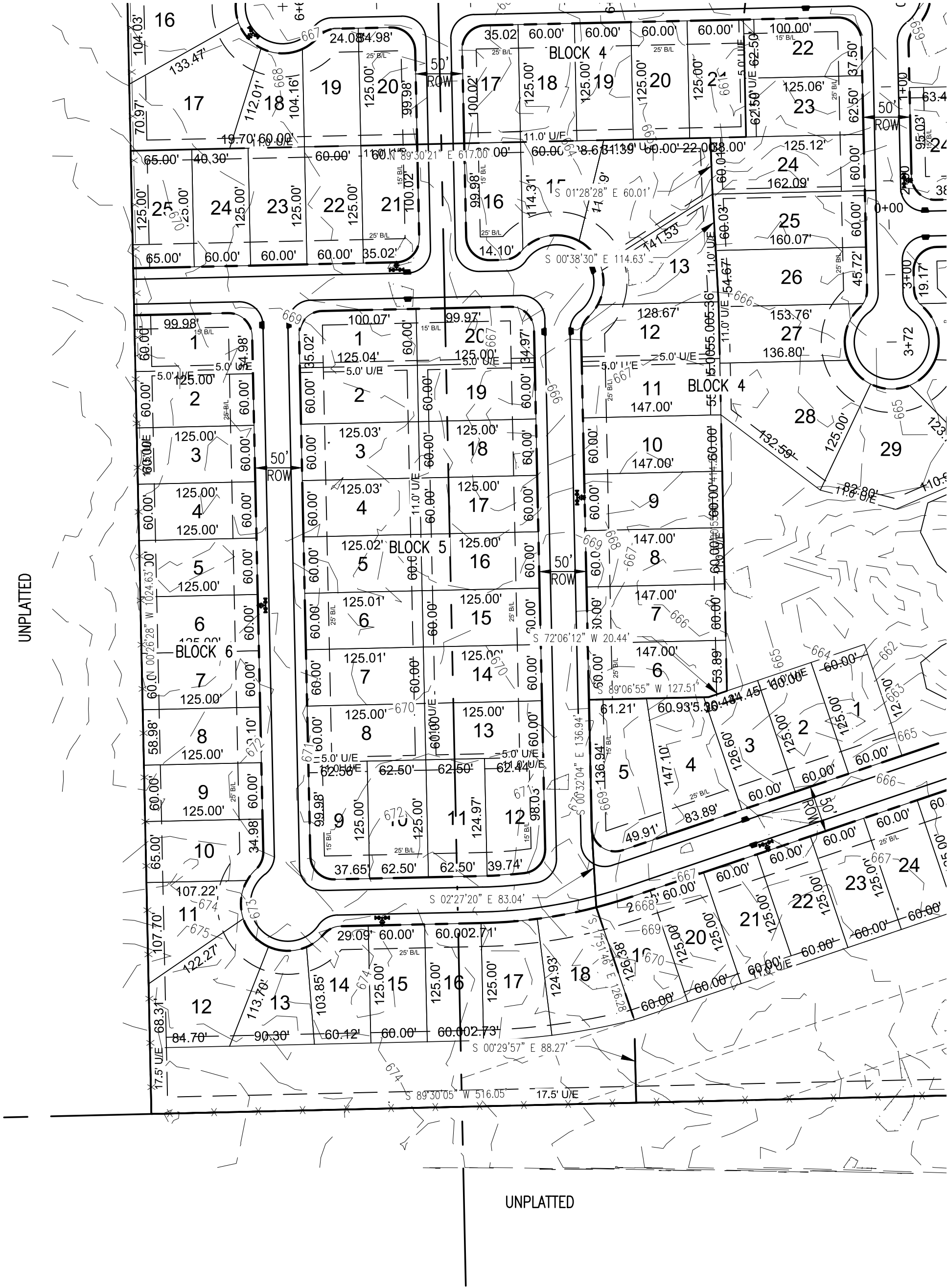
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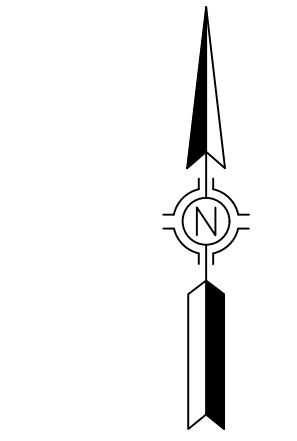
PHASE 2 LOT SUMMARY

BLOCK	LOTS
1	5
4	11
5	20
6	18



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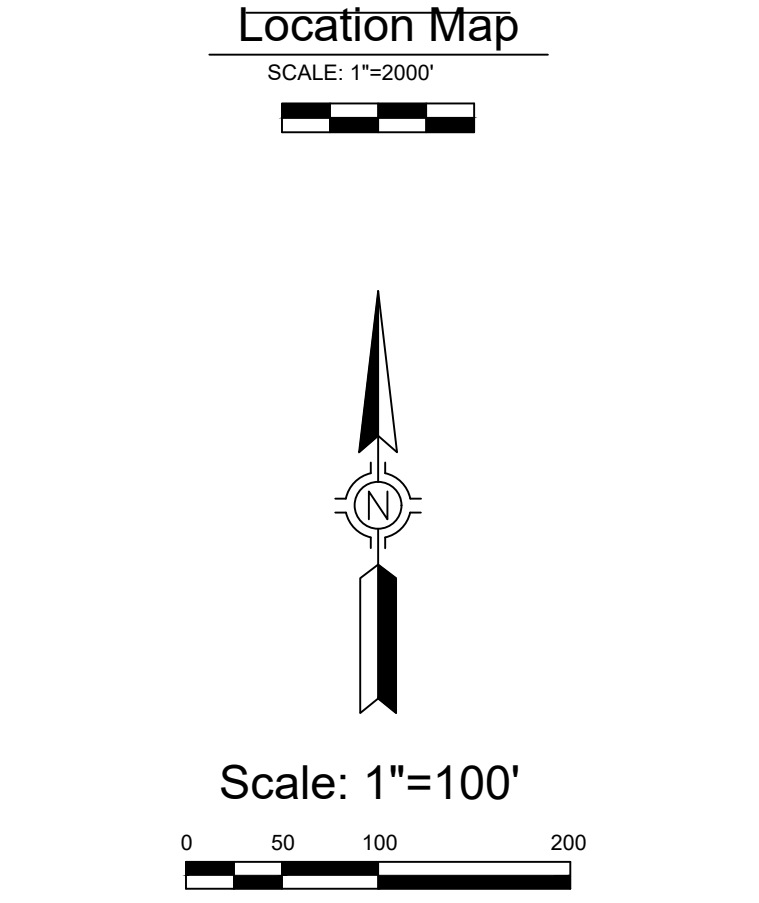
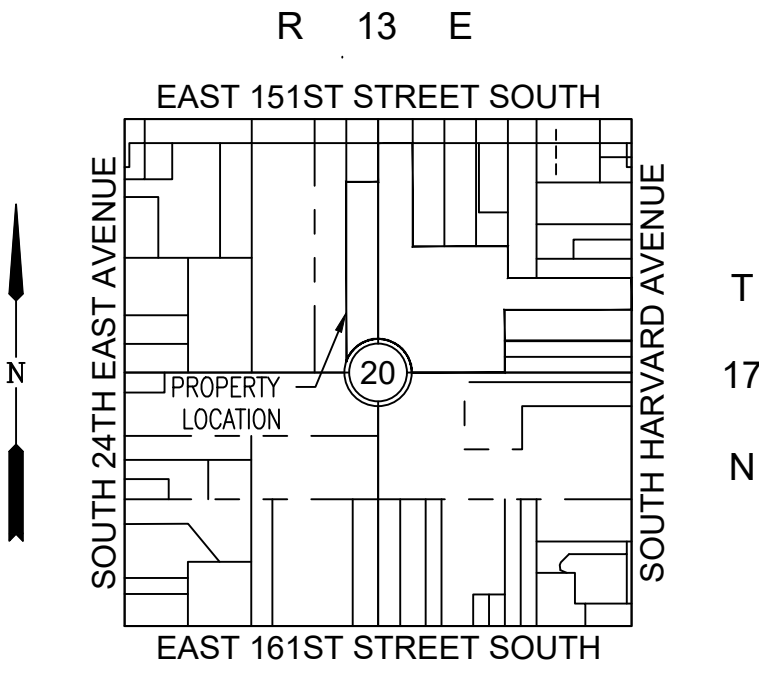
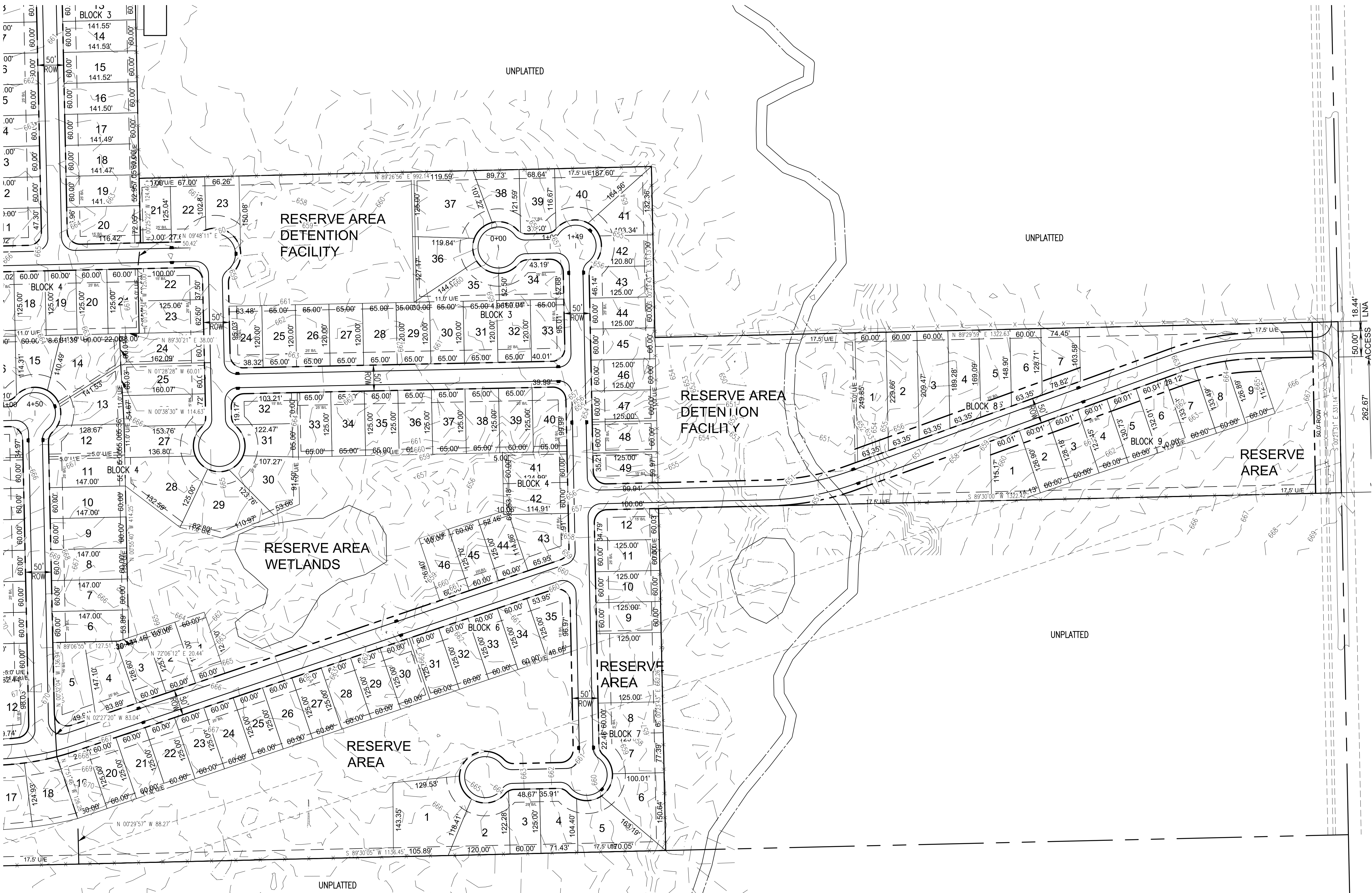
Legend

B/L BUILDING LINE
LNA LIMITS OF NO ACCESS
ACC LIMITS OF ACCESS
F/L/E FENCE & LANDSCAPE EASEMENT
U/E UTILITY EASEMENT

Preliminary Plat

ALDERWOOD ESTATES

A SUBDIVISION TO THE
CITY OF BIXBY, TULSA COUNTY, OKLAHOMA
BEING A PART OF THE NW/4 AND THE NE/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 13 EAST
OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA
222 LOTS, 9 BLOCKS, 7 RESERVES



Legend

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
ACC	LIMITS OF ACCESS
F/L/E	FENCE & LANDSCAPE EASEMENT
U/E	UTILITY EASEMENT

Owner / Developer
15400 HARVARD, L.L.C.
8086 S. YALE AVENUE
TULSA, OK. 74136

Engineer/Surveyor
THE SCHEMMER ASSOCIATES, LLC
10820 EAST 45TH ST. SUITE 307
TULSA, OK 74146
PHONE: (918) 394-1500
FAX: (918) 369-6876
C.A. #5964 EXPIRES JUNE 30, 2023
BWATSON@SCHEMMER.COM

PHASE 3 LOT SUMMARY

BLOCK	LOTS
3	29
4	30
6	17
7	12
8	7
9	9

ALDERWOOD ESTATES
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

15400 Harvard LLC, an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer" is the owner of the following described land in the City of Bixby, Tulsa County, State of Oklahoma, to wit:

ALDERWOOD ESTATES, A SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:
A TRACT OF LAND THAT IS PART OF THE NORTH HALF (N/2) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER (W/2 W/2 W/2 NE/4); THENCE SOUTH 00°25'22" EAST ALONG THE EASTERLY LINE OF SAID W/2 W/2 W/2 NE/4 FOR A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°25'22" EAST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 101.47 FEET TO A POINT; SAID POINT BEING THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (E/2 NW/4 SW/4 NE/4); THENCE NORTH 89°29'56" EAST ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NE/4) FOR A DISTANCE OF 992.14 FEET TO A POINT; SAID POINT BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (NE/4 SW/4 NE/4); THENCE SOUTH 00°23'43" EAST ALONG THE EASTERLY LINE OF SAID NE/4 SW/4 NE/4 FOR A DISTANCE OF 331.13 FEET TO A POINT; SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (S/2 N/2 SE/4 NE/4); THENCE NORTH 89°29'59" EAST ALONG THE NORTHERLY LINE OF S/2 N/2 SE/4 NE/4 FOR A DISTANCE OF 1322.83 FEET TO A POINT; SAID POINT BEING THE NORTHEAST CORNER OF THE S/2 N/2 SE/4 NE/4; THENCE SOUTH 00°23'43" EAST ALONG THE EASTERLY LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (S/2 SW/4 NE/4) FOR A DISTANCE OF 662.26 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID N/2 OF SECTION 20; THENCE SOUTH 89°30'02" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 1652.50 FEET TO A POINT; SAID POINT BEING THE WESTWEST CORNER OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER (E/2 E/2 E/2 NW/4); THENCE NORTH 00°26'28" WEST ALONG THE WESTERLY LINE OF SAID E/2 E/2 E/2 NW/4 FOR A DISTANCE OF 1988.68 FEET TO A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (E/2 NE/4 NE/4 NW/4); THENCE NORTH 89°29'51" EAST ALONG THE SOUTHERLY LINE OF SAID E/2 NE/4 NE/4 NW/4 FOR A DISTANCE OF 300.82 FEET TO A POINT; SAID POINT BEING 30.00 FEET WESTERLY OF THE EASTERLY LINE OF THE NORTHWEST QUARTER (NW/4); THENCE NORTH 0°25'55" WEST AND PARALLEL WITH SAID EASTERLY LINE FOR A DISTANCE OF 412.23 FEET TO A POINT; SAID POINT BEING 250.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID SECTION; THENCE NORTH 89°29'47" EAST AND PARALLEL WITH SAID NORTHERLY LINE, FOR A DISTANCE OF 360.88 FEET TO THE POINT OF BEGINNING.

and has caused the above-described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat and survey (hereinafter the "Plat" and has entitled and designated the subdivision as "Alderwood Estates", a Subdivision in the City of Bixby, Tulsa County, Oklahoma (hereinafter "Alderwood Estates" or the "Subdivision").

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 "use" or "utility easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appearances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided, however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/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. Underground Service

- Overhead lines for the supply of electric, telephone and cable television services may be located along the south side perimeter boundary of the subdivision, if located within a general utility easement as depicted on the accompanying plat. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision all supply lines shall be located underground in the general utility easements. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.
- Underground service cables to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.
- The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have right of access to all general utility easements depicted on the accompanying plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.
- Lot owners shall be responsible for the protection of the underground service facilities located on their respective lots and each shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main or storm sewer.
- The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the electric, telephone or cable television service and Lot owners agree to be bound hereby.

C. Water, Sanitary Sewer and Storm Sewer Service

- Lot owners shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on their respective lots and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main or storm sewer.
- Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main, sanitary sewer main or storm sewer, or any construction activity which would interfere with public water mains, sanitary sewer mains and storm sewers shall be prohibited.
- The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public and sewer mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.
- The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public and sewer mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.
- The City of Bixby, Oklahoma, and Creek County Rural Water No. 2, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
- The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Bixby, Oklahoma, and Creek County Rural Water No. 2 or its successors, and Lot owners agree to be bound hereby.

D. Gas Service

- Lot owners shall be responsible for the protection of gas facilities located on their respective lots.
- Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a gas main or any construction activity which would interfere with a gas main shall be prohibited.
- The supplier of gas service shall be responsible for ordinary maintenance of gas mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.
- The supplier of gas service shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of gas facilities.
- Underground gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.
- The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of gas service and Lot owners agree to be bound hereby.

E. Stormwater Detention

- The Owner/Developer does hereby grant and establish a perpetual easement on, over and across Reserve Area A, Area B, Area C, and Reserve Area D (hereinafter referred to as the "Detention Easement Areas") for the purposes of permitting the flow, conveyance, detention and discharge of stormwater runoff from the various lots within the subdivision.
- Detention and other drainage facilities constructed within the Detention Easement Areas shall be in accordance with standards and specifications approved by the City of Bixby, Oklahoma.
- Detention and other drainage facilities shall be maintained by the Homeowners' Association (to be formed pursuant to Section III) to the extent necessary to achieve the intended drainage and detention functions including repair of appurtenances and removal of obstructions and siltation. The Homeowners' Association shall provide routine and customary grounds maintenance within the Detention Easement Areas which shall be in accordance with the following standards:
 - The Detention Easement Areas shall be kept free of litter.
 - The Detention Easement Areas shall be mowed during the growing season at intervals not exceeding 4 weeks.
- In the event the Homeowners' Association should fail to properly maintain the Detention Easement Areas as above provided, the City of Bixby, Oklahoma, or its designated contractor may enter the Detention Easement Areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.

- In the event the Homeowners' Association, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, the City of Bixby, Oklahoma may file of record a copy of the statement of costs and thereafter the costs shall be a lien against each residential lot within the subdivision, provided however, the lien against each residential lot shall not exceed 11/15th of the costs.
- A lien established as above provided may be foreclosed by the City of Bixby, Oklahoma.

F. Surface Drainage and Lot Grading Restriction

Each Lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots, drainage areas of higher elevation, and 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/or surface waters over and across his lot. The foregoing covenants set forth in this paragraph F shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

G. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to 151st/ Street South (Highway SH-67) and South Harvard Avenue designated as "Limits of No Access" (L.N.A.) on the accompanying plat. The LNA may be amended or released by the Bixby Planning Commission, or its successor, with the approval of the City of Bixby, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma. The LNA established shall be enforceable by the City of Bixby, Oklahoma.

H. Paving and Landscaping Within Easements

Lot owners affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the easement areas depicted upon the accompanying plat. Provided, however, the City of Bixby, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

I. Reserve Area E, F, G and Reserve Area H

The use of Reserve Area E, F, G and Reserve Area H shall be limited to use as open space, landscaping and is reserved for subsequent conveyance to the Homeowners' Association, as set forth within Section III, to be formed for the purposes of the administration and maintenance of the common areas of the Subdivision.

J. Minimum Building Setbacks and Yards

- No building or part thereof, except open porches and terraces, shall be located nearer to the right of way of an adjoining public street than the building line depicted on the accompanying plat.
- No residence shall be built nearer than five (5) feet to any side lot on one side, and five (5) feet on the other side, thus requiring a combined total of at least ten (10) feet between the residence and both side lot lines. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement. Buildings abutting a side street may be constructed up to the fifteen (15) foot building line (except where easements are greater), provided that if the garage abuts the side street, the setback shall be twenty (20) feet.
- The minimum rear yard shall be twenty (20) feet.
- No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.
- All buildings must face the most restrictive building line.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

Whereas, Alderwood Estates was submitted as a planned unit development (designated as PUD No.xxxx) as provided within Sections 1100-1107 of Title 42, Revised Revised Ordinances (Bixby Zoning Code), and

Whereas, PUD No. xxxx was affirmatively recommended by the Bixby Planning Commission on _____, and approved by the City Council of the City of Bixby, Oklahoma, on _____, the implementing Ordinance No. _____ being adopted on _____ and published on _____;

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, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development, and

Whereas, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Bixby, Oklahoma.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Development in Accordance With PUD

Alderwood Estates shall be developed and used in substantial accordance with the restrictions and development standards of PUD No. xxxx approved by the City Council of the City of Bixby, Oklahoma, or in substantial accordance with such modifications or amendments of the restrictions and development standards of PUD No. xxxx as may be subsequently approved.

B. Applicable Ordinance

The development of Alderwood Estates shall be subject to the planned unit development provisions of the Bixby Zoning Code, as such provisions existed on _____.

C. Use

All uses allowed by right in the RS-3 zoning district and specifically single-family residential homes.

D. DEVELOPMENT STANDARDS

1) Development Area - Single Family Lots

Permitted uses single family residences and customary accessory uses.

Minimum Lot Frontage: 60 feet, measured at the building line if the lot fronts a cul-de-sac
Minimum Side Yard: No residence shall be built nearer than five (5) feet to any side lot on one side, and five (5) feet on the other side, thus requiring a combined total of at least ten (10) feet between the residence and both side lot lines. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement. Buildings abutting a side street may be constructed up to the ten (10) foot building line (except where easements are greater), provided that if the garage abuts the side street, the setback shall be twenty (20) feet.

Other Bulk and Area Requirements As set forth within an RS-3 District

E. Site Plan Review And Compliance With Approved Plans

The approved final Plat of the Subdivision shall constitute the detailed site plan required by the Bixby Zoning Code. The development and use of Alderwood Estates shall be in compliance with the approved building plans and sign plans, as may be later approved by the Bixby Planning Commission or its successor.

F. Definitions

In the event of ambiguity of any word or term set forth in this Section II., the meaning thereof shall be deemed to be defined as set forth within the Bixby Zoning Code as the same existed on _____.

SECTION III. PRIVATE RESTRICTIONS

A. Architectural Committee.

- Plan Review. No building, fencing, wall, or exterior antenna shall be erected, placed or altered (including exterior painting) on any Lot until the plans and specifications have been approved in writing by the Owner/Developer, its authorized representatives or successors, hereinafter referred to as the "Architectural Committee." For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within ten (10) days after submission, the plans so submitted shall be deemed approved. The development and use of the subject Lot shall thereafter be in substantial compliance with the approved plans or approved amendments thereto. 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.
- Committee Purpose. 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 or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. 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 entitled to prosecute.
- Transfer of Duties. The powers and duties of the Architectural Committee shall, on January 1, 2032, be deemed transferred to The Alderwood Estates Homeowners' Association, Inc. (to be established as set forth within Section III hereof), or upon written assignment to said homeowners' association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Association.

B. Use.

The use of the Lots shall be limited to detached single-family residences and customary accessory uses. No more than one residence shall be permitted upon each platted Lot. Lot splits shall be prohibited except as provided by amendment exercised under Section IV (C) herein.

C. Floor Area.

- No dwelling on any Lot shall be constructed with less than one thousand six hundred (1,600) square feet of enclosed living area for any one single family unit, exclusive of open porches, garages, or breezeways.
- Maximum Building Height.

No building shall exceed two stories or thirty five feet in height except as approved by the Architectural Committee.

E. Garages.

Garages shall provide a minimum of two parking spaces for automobiles. All garages shall be attached to the residence. Garages shall be enclosed. Carports are prohibited. Garage doors shall not contain glass. Detached garages may be permitted with Architectural Committee approval.

F. Foundations.

All exposed dwelling foundations and/or stem walls shall be of masonry.

G. Masonry.

The exterior surface of all dwellings, except windows and doors, shall be 100% masonry to the first floor plate line. Provided, however, that the Architectural Committee may waive this restriction.

H. Windows.

Windows of all dwellings shall be vinyl or wood.

I. Roof Pitch.

No dwelling shall have a roof pitch of less than 7/12. Porches and patios shall not have a roof pitch of less than 4/12.

J. Roofing Materials.

Roofing for a dwelling shall be Tamko Heritage 30 year Thunderstorm Grey in color. Provided, however, that if such roofing should not be reasonably available, alternates approved by the Architectural Committee shall be permitted upon determination of the Architectural Committee that the alternative is of equal or superior quality and of a design and color compatible with the roofing material above specified.

K. Driveways.

Driveways shall be concrete or asphalt and require approval of the Architectural Committee prior to construction.

L. Fencing.

Fences shall be constructed of brick, stone, brick and stone, brick and frame, stone and frame, wrought iron and frame and wood privacy. No chain link fences shall be permitted. No fence more than six (6) feet in height shall be permitted on any Lot, except for privacy screening adjacent to patios which may be seven (7) feet in height. Ornamental fences, not exceeding three (3) feet in height, where compatible to the architecture of the residence, may be built forward of the building line shown on the plat.

No fence, except as provided above, shall be erected nearer to the front lot line than the twenty five (25) foot building line or nearer to the side street lot line than the side building line shown on the recorded plat.

M. Seasonal Decorations

All seasonal decorations shall be removed no later than thirty (30) calendar days from the day of the actual holiday.

N. On-site Construction.

No residence or building built off-site shall be moved to or placed on any Lot.

O. Outbuildings.

No trailer, tent, shack, garage, barn or other out-building erected on a Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. This covenant shall not be construed to prohibit the erection and maintenance of servant's quarters to be occupied by regularly employed domestic servants of the owner of the Lot, provided that the rental of any servant's quarters described as "garage apartments" to persons other than domestic servants of the owners of the Lot is hereby prohibited.

P. Swimming Pools.

Above ground swimming pools are prohibited.

Q. Antennas.

No radio or television antennas, placed on any roof of any building erected on any Lot, or any free standing antennas erected on any Lot, shall be permitted at a height exceeding the elevation of the top of the ridge line of the roof of the residence on the Lot. All dish-type or similar satellite receiving antennas on all Lots shall be screened from public view when viewed from the street and shall not exceed 20" in diameter.

R. Lot Maintenance.

No inoperative vehicle or machinery shall be stored on any Lot. Each Lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed or moved to prevent growth of weeds or tall grass.

S. Recreational Vehicles.

Boats, trailers, campers and other recreational vehicular equipment shall not be stored on any Lot, for more than twenty four (24) hours, except within an enclosed garage.

T. Non-recreational trailers, machinery and equipment

No non-recreational trailers, machinery or equipment shall be stored, placed or parked on any Lot, except within an enclosed garage, or on any street within the Subdivision; provided however, nothing herein shall prohibit the parking of vehicles, machinery and equipment when being utilized in connection with construction services pertaining to a residence.

U. Garbage Receptacles.

No exposed garbage can, trash can, trash burning apparatus or structure, shall be placed on any Lot or any Reserve Area.

V. Animals.

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that dogs, cats and other household pets may be kept provided that they are not used for commercial purposes.

W. Noxious Activity.

No noxious or offensive trade or activity shall be carried out upon any Lot or upon any Reserve Area. Nor shall anything be done thereon that may be or may become an annoyance or nuisance to the Subdivision.

X. Signage.

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than 6 square feet advertising the sale or rental of the real property thereon.

Y. 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 during construction.

Z. Garage Sales/Yard Sales.

Garage sales/yard sales shall not be permitted in the Subdivision.

AA. Basketball Goals.

No basketball goal or structure shall be permitted in any of the street rights of way.

BB. Inoperative Vehicles.

No inoperative vehicle or machinery shall be stored on any Lot. Each Lot shall be maintained free of rubbish, trash, or other debris and shall be cut, trimmed or moved to prevent growth of weeds or tall grass.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed an association of the owners of the Lots within Alderwood Estates (hereinafter referred to as the "Homeowners' Association") to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas, including but without limitation the storm water detention facilities and reserve areas, and enhancing the value, desirability and attractiveness of Alderwood Estates.

B. Membership

Every person or entity who is a record owner of the fee interest of a Lot shall be a member of the Homeowners' Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

C. Assessment

Each record owner of a Lot shall be subject to assessment by the Homeowners' Association for the purposes of improvement and maintenance of the storm water detention facilities, reserve areas and other common areas.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Public Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I. whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Bixby, Oklahoma. The covenants contained in Section I. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the Bixby Zoning Code and shall inure to the benefit of and shall be enforceable by the City of Bixby, Oklahoma, any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II it shall be lawful for any owner of a Lot or the Homeowners' Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. The covenants contained in Section III. Private Restrictions and Section IV. Homeowners' Association shall inure to the benefit of any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III it shall be lawful for any owner of a Lot or the Homeowners' Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought to enforce the covenants established within the 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 Association, which action seeks to enforce the covenants contained in Section IV and/or to recover damages for the breach thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs and expenses incurred in such action.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual, but in any event shall be in force and effect for a term of not less than twenty (20) 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 City of Bixby, Oklahoma, or its successors. 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 a minor amendment to PUD No. xxxx by the Bixby Planning Commission or its successors and recording of a certified copy of the minutes of the Bixby Planning Commission or its successors with the Tulsa County Clerk. The covenants and restrictions contained within Section II. Private Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot, or alternatively the covenants and restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of 60% of the Lots within the Subdivision. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer and an amendment or termination properly executed by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot, or alternatively the covenants and restrictions may be amended or terminated at any time by a majority vote of the members of the Homeowner's Association as evidenced by written instrument signed and acknowledged by the president of the Homeowners' Association. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer during its ownership of at least one (1) Lot and any amendment or termination evidenced by an instrument properly executed by the president of the Homeowners' Association, the instrument executed by the Owner/Developer shall prevail during its ownership of at least one (1) Lot. 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. No amendment or termination of a covenant or restriction shall be drafted as to affect a specific Lot(s) except as provided herein under Section II (B). Use.

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, 15400 Harvard LLC, an Oklahoma limited liability company, has executed this instrument this ____ day of _____, 2022.

15400 Harvard LLC,
an Oklahoma limited liability company

Angie Marshall, Manager/Member

STATE OF OKLAHOMA
COUNTY OF TULSA

This instrument was acknowledged before me on this ____ day of _____, 2022 by Angie Marshall as Manager of 15400 Harvard LLC, an Oklahoma limited liability company.

Notary Public

My commission expires:

My commission number is:

CERTIFICATE OF SURVEY

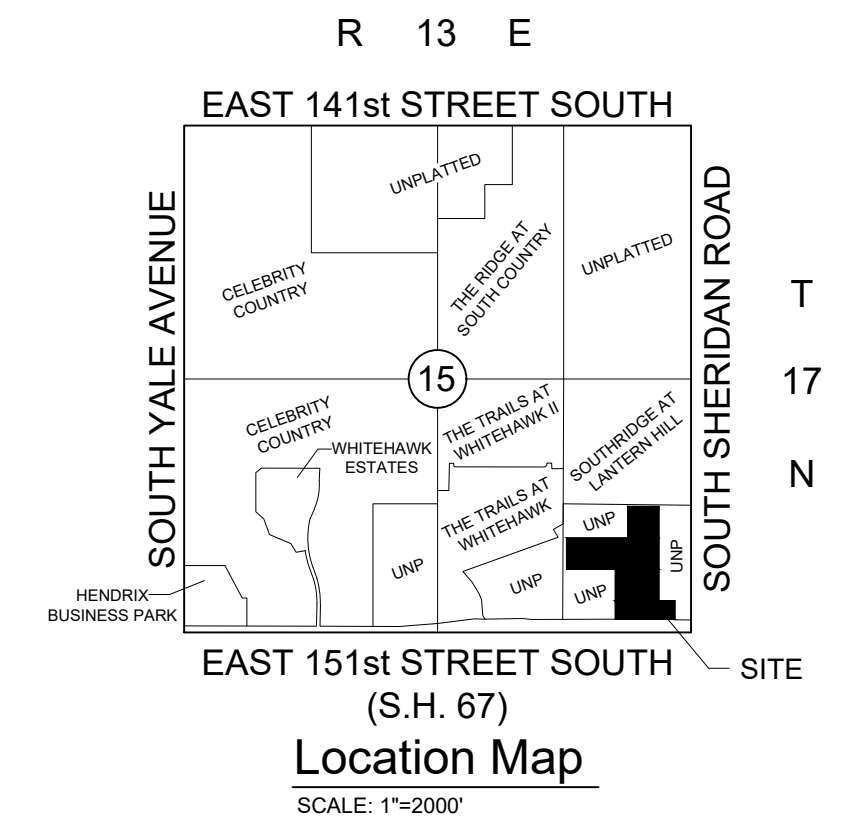
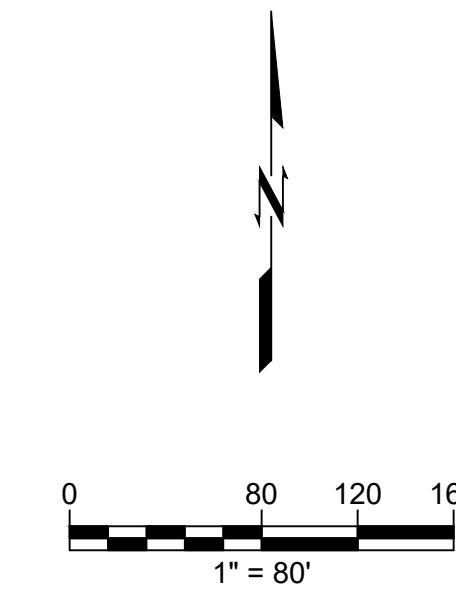
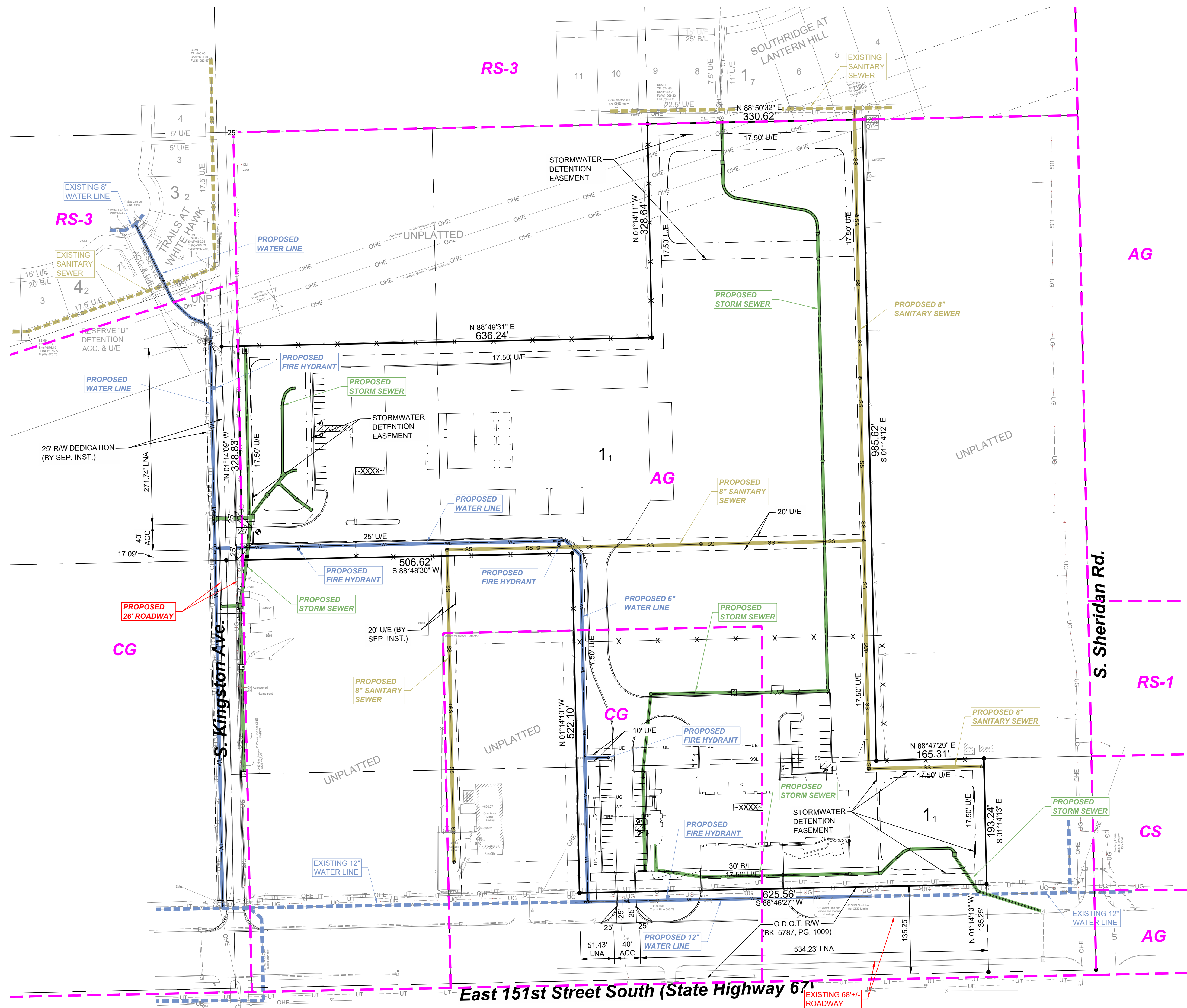
I, A.B. Watson Jr., a Registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Alderwood Estates", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying.

CONCEPTUAL IMPROVEMENTS PLAN

CITY WEST COMPLEX

A SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4)
OF SECTION FIFTEEN (15), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF
THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

PUD #



OWNER:
City of Bixby
116 W. Needles Avenue
Bixby, Oklahoma, 74008-4410
CONTACT: JARED COTTLE

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2023
A. NICOLE WATTS P.E.
nicole.watts@wallace.design

SURVEYOR:
Bennett Surveying, Inc.
P.O. BOX 848
210 Chouteau Avenue
Chouteau, Oklahoma 74337
Phone: (918) 935-0350
RPLS 1556, CA #4502
EXPIRES 6/30/2024
wade@bennettsurveying.com

LEGEND	
B/L	= BUILDING SETBACK
ACC	= ACCESS
LNA	= LIMITS OF NO ACCESS
R/W	= RIGHT-OF-WAY
U/E	= UTILITY EASEMENT
ONG	= OKLAHOMA NATURAL GAS
PSO	= PUBLIC SERVICE COMPANY OF OKLAHOMA
-XXXX-	ADDRESS
	EXISTING WATER
	PROPOSED WATER
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	PROPOSED STORM SEWER
	EXISTING ZONING BOUNDARY

FOR INFORMATION ONLY

ORIG SIZE: 24"X36"

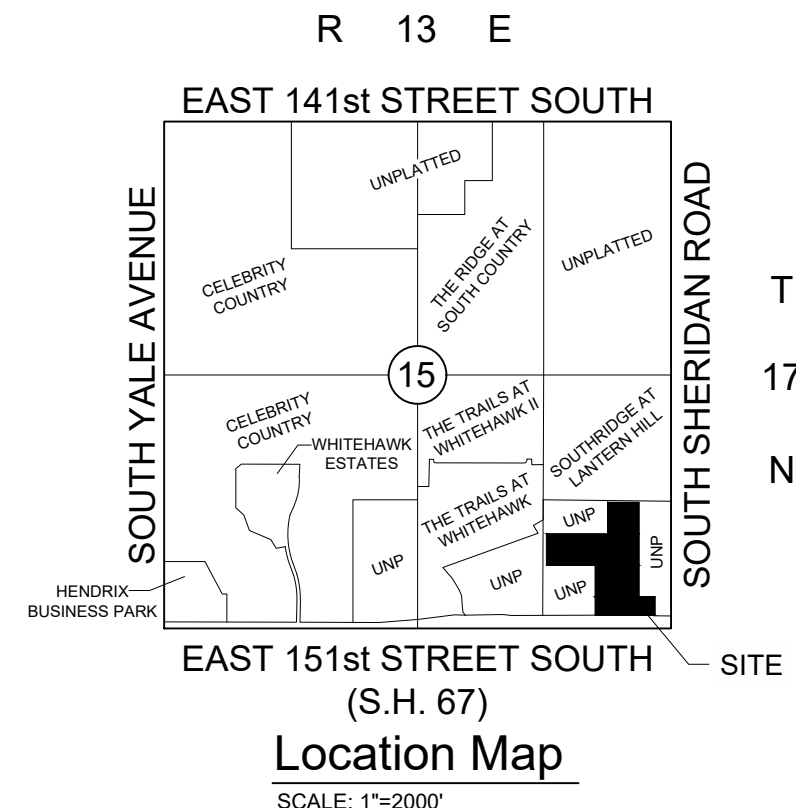
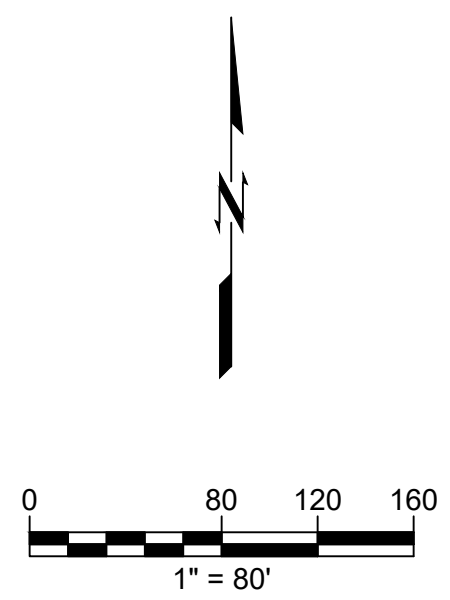
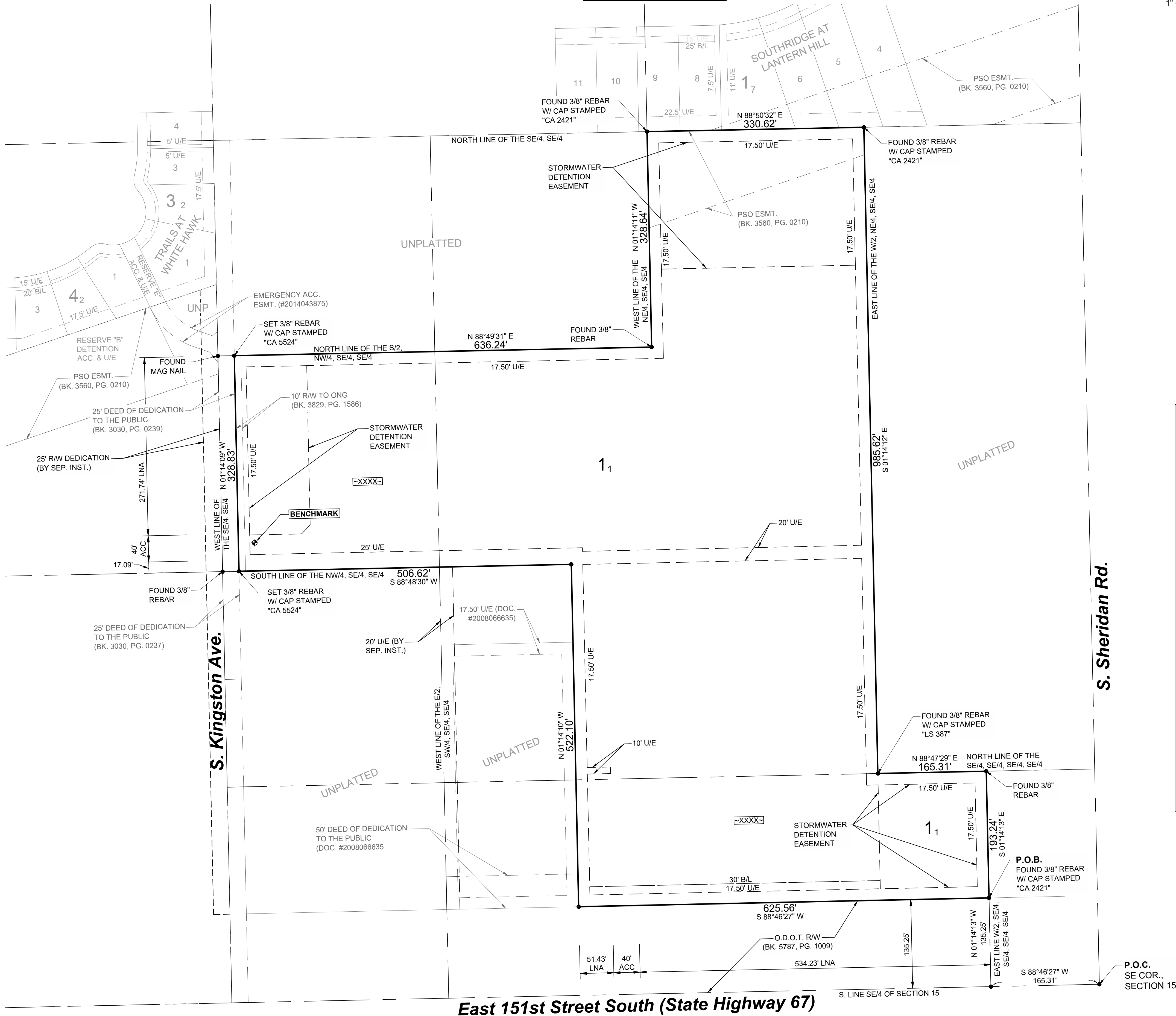
\\civil-server\projects\2140369 Bixby Maintenance Facility and Fire Station\Drawings\PRODUCTION\Plat\2140369 Preliminary Plat.dwg

PRELIMINARY PLAT

CITY WEST COMPLEX

A SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION FIFTEEN (15), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

PUD # _____



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Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2023
A. NICOLE WATTS P.E.
nicole.watts@wallace.design

SURVEYOR:
Geodeca LLC
P.O. BOX 33012
Tulsa, Oklahoma 74153
Phone: (918) 949-4064
RUSSELL M. MUZIKA
LPLS 1603, CA #5524
EXPIRES 6/30/2024
info@geodeca.com

LEGEND

B/L = BUILDING SETBACK
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RWD = RURAL WATER DISTRICT
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ONG = OKLAHOMA NATURAL GAS
PSO = PUBLIC SERVICE COMPANY OF OKLAHOMA
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
~XXXX~ = ADDRESS

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK.
SUBDIVISION CONTAINS 698,603 SF (16.04 ACRES)

MONUMENTATION
UNLESS OTHERWISE NOTED, 3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS.

BENCHMARK
3/8" IRON PIN W/ "GEODECA" CAP
NORTHING=351222.271
EASTING=2587454.075
ELEV=679.52
NAVD 1988 DATUM

BASIS OF BEARINGS
HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE
COORDINATE SYSTEM NAD 83, NORTH ZONE 3501.

ADDRESS NOTE
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.

FLOODPLAIN NOTE
SUBJECT PROPERTY WHOLLY WITHIN FLOOD ZONE X (UNSHADED)
PER FIRM MAP PANEL NO. 40143C0433L AND NO. 40143C0434L, EFF. 10/16/2012.

**FINAL PLAT
CERTIFICATE OF APPROVAL**

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

on _____

MAYOR - VICE MAYOR

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

CITY MANAGER - CITY CLERK

\\civil-server\projects\2140369 Bixby Maintenance Facility and Fire Station\dwg\PRODUCTION\Plat\2140369 Preliminary Plat.dwg

ORIG SIZE: 24"X36"

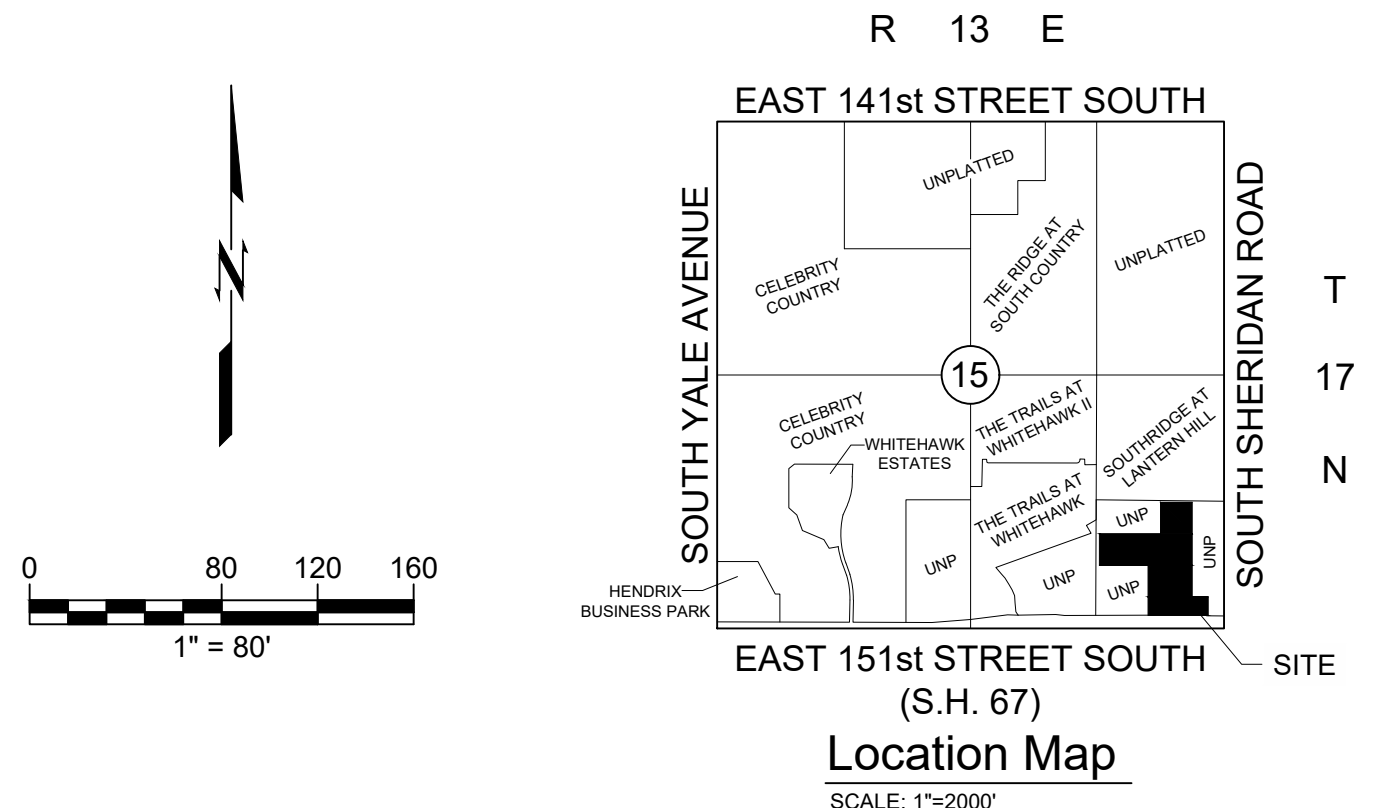
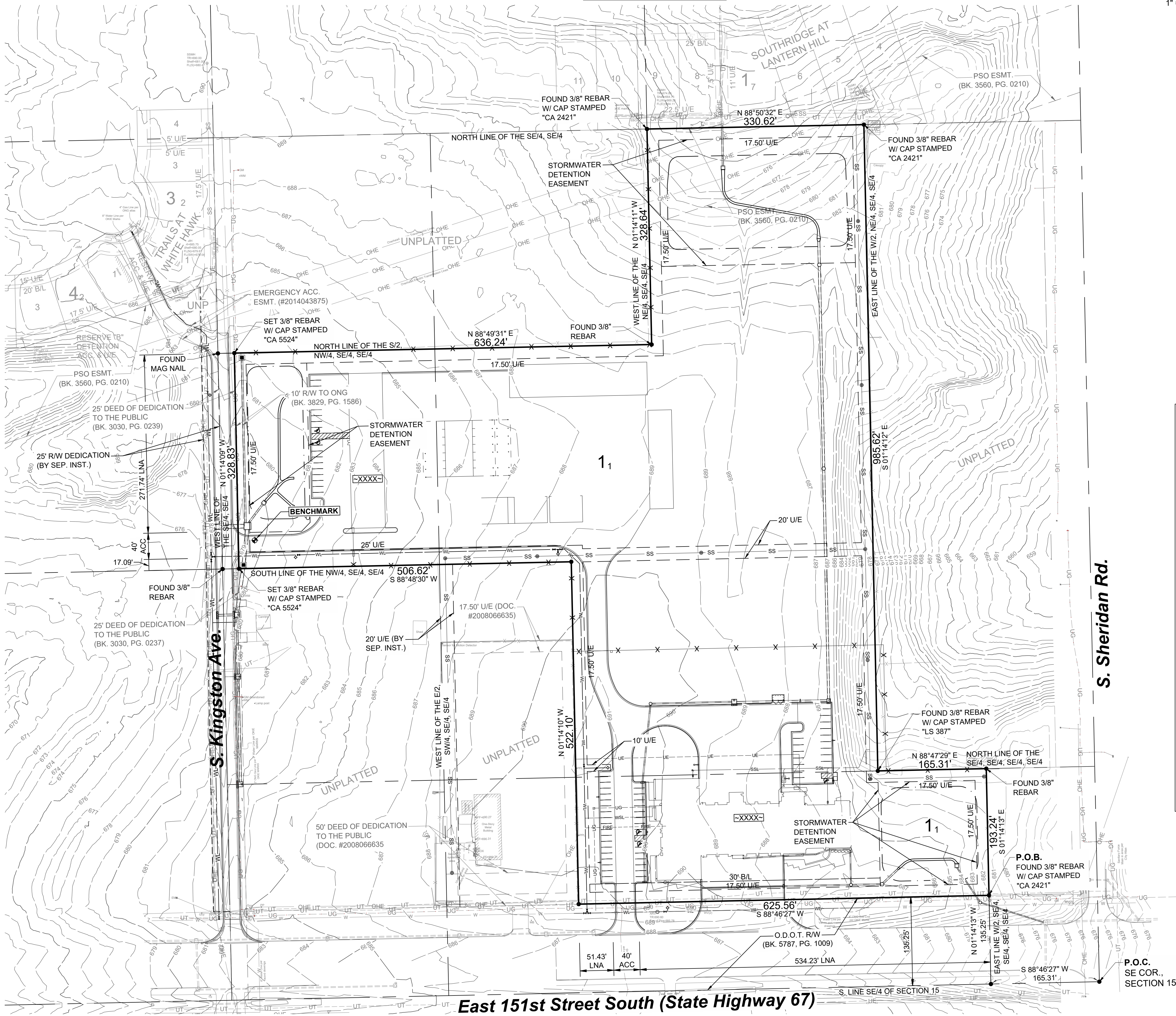
East 151st Street South (State Highway 67)

PRELIMINARY PLAT

CITY WEST COMPLEX

A SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4)
OF SECTION FIFTEEN (15), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF
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A. NICOLE WATTS P.E.
nicole.watts@wallace.design

SURVEYOR:
Geodeca LLC
P.O. BOX 33012
Tulsa, Oklahoma 74153
Phone: (918) 949-4064
RUSSELL M. MUZIKA
LPLS 1603, CA #5524
EXPIRES 6/30/2024
info@geodeca.com

LEGEND

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-XXXX- ADDRESS

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK.
SUBDIVISION CONTAINS 698,603 SF (16.04 ACRES)

MONUMENTATION
UNLESS OTHERWISE NOTED, 3/8\"/>

**FINAL PLAT
CERTIFICATE OF APPROVAL**

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

on _____

MAYOR - VICE MAYOR

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

CITY MANAGER - CITY CLERK

ORIG SIZE: 24"X36"

\\civil-server\projects\2140369 Bixby Maintenance Facility and Fire Station\DWG\PRODUCTION\Plat\2140369 Preliminary Plat.dwg

PRELIMINARY PLAT

CITY WEST COMPLEX

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

PUD # _____

KNOW ALL MEN BY THESE PRESENTS:

CITY OF BIXBY, A MUNICIPAL CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15, S88°46'27"W A DISTANCE OF 165.31 FEET; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, N01°14'13"W A DISTANCE OF 135.25 FEET TO THE POINT OF BEGINNING;

THENCE ON A LINE PARALLEL WITH AND 135.25 FEET FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER, S88°46'27"W A DISTANCE OF 625.55 FEET; THENCE N01°14'10"W A DISTANCE OF 522.10 FEET; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, S88°48'30"W A DISTANCE OF 506.62 FEET TO THE OFFICE OF THE TULSA COUNTY CLERK; THENCE ALONG SAID EAST LINE BEING PARALLEL WITH AND 25' FROM THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, N01°14'09"W A DISTANCE OF 328.83 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, N88°49'31"E A DISTANCE OF 636.24 FEET; THENCE ALONG THE WEST LINE OF NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, N01°14'11"W A DISTANCE OF 328.64 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, BEING THE SOUTH LINE OF "SOUTHRIDGE AT LANTERN HILL" AN ADDITION TO THE CITY OF BIXBY FILED AS PLAT #6454 AT THE OFFICE OF THE TULSA COUNTY CLERK, N88°50'32"E A DISTANCE OF 330.62 FEET; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, S01°14'12"E A DISTANCE OF 985.62 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, N88°47'29"E A DISTANCE OF 165.31 FEET; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, S01°14'13"E A DISTANCE OF 193.24 FEET TO THE POINT OF BEGINNING;

HAVING AN AREA OF 698,603.402 SQUARE FEET OR 16.04 ACRES.

AND HAS CAUSED THE ABOVE-DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE LOT, ONE BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "BIXBY MAINTENANCE & FIRE STATION", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "BIXBY MAINTENANCE & FIRE STATION").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UIE" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/ OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, TULSA COUNTY, 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 THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT AND IN THE PERIMETER RIGHT-OF-WAYS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE, EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE

FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

- THE OWNER OF THE LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS 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 WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, SHALL BE PROHIBITED.
- CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF "BIXBY MAINTENANCE & FIRE STATION", SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S) 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 ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENT

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

F. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 151ST STREET / STATE HIGHWAY 67 OR SOUTH KINGSTON AVENUE STREET SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BIXBY CITY COUNCIL, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA.

G. SIDEWALKS; PUBLIC SIDEWALK EASEMENT

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE LOT OWNER IN ACCORDANCE WITH THE BIXBY SUBDIVISION AND DEVELOPMENT REGULATIONS AND IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF BIXBY. ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION.

H. STORMWATER DETENTION EASEMENTS

- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION.
- DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN STORMWATER DETENTION EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF BIXBY, OKLAHOMA.
- DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
 - GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
 - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.

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

- LANDSCAPING, APPROVED BY THE CITY OF BIXBY, OKLAHOMA, SHALL BE ALLOWED WITHIN THE DETENTION EASEMENTS.

- IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS CITY WEST COMPLEX WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD, _____) AND WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON _____, AND APPROVED BY THE COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, ON _____;

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE REQUIRED BY THE ESTABLISHMENT OF COVENANTS OF RECORD, INJURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

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

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

DEVELOPMENT STANDARDS

PERMITTED USES: USES PERMITTED BY RIGHT WITHIN THE CS DISTRICT EXCEPT ANY SEXUALLY ORIENTED BUSINESS, (AS DEFINED BY ZONING CODE SECTION 11-7D-6).

USE UNIT 4: PUBLIC PROTECTION AND UTILITY FACILITIES

MINIMUM BUILDING SETBACKS: AS PER CITY ZONING CODE MAXIMUM BUILDING SETBACKS: AS PER CITY ZONING CODE SCREENING-WALL AS PER ZONING CODE, OR

EARTHEN BERM THAT MEETS CODE HEIGHT REQUIREMENTS, OR COMBINATION OF EARTHEN BERM AND WALL THAT MEETS CODE HEIGHT REQUIREMENTS

GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

SIGNAGE:

WALL AND CANOPY SIGNS SHALL NOT EXCEED AN AGGREGATE DISPLAY SURFACE AREA OF THREE (3) SQUARE FEET PER EACH LINEAR FOOT OF THE BUILDING WALL TO WHICH THE SIGN OR SIGNS ARE AFFIXED.

SIGNAGE SHALL COMPLY WITH STANDARDS FOR SAME AS PROVIDED IN THE BIXBY ZONING CODE.

FAÇADES:

THE FAÇADE FOR THE FIRE STATION WILL BE MASONRY WHICH FALLS WITHIN THE CORRIDOR APPEARANCE DISTRICT. ALL EXTERIOR BUILDING WALLS OF THE NEWLY CONSTRUCTED BUILDINGS SHALL BE PRIMARILY OF LIKE MATERIAL(S) ON ALL FACES OF SUCH BUILDINGS THAT FRONT PUBLIC STREETS.

VEHICULAR ACCESS AND CIRCULATION:

ALL PRIVATE DRIVEWAYS AND/OR STREET CONNECTIONS SHALL BE SUBJECT TO THE CITY ENGINEER CURB CUT PERMIT APPROVAL FOR THE PROPOSED ACCESS POINTS ON 151ST STREET AND KINGSTON AVENUE, AND THE FIRE MARSHAL'S APPROVAL OF LOCATIONS, SPACING, WIDTHS AND CURBS RETURN RADI.

SIDEWALKS SHALL BE A MINIMUM FOR FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT.

PARKING:

THE PARKING SPACES WILL BE CONCRETE WITH CURB AND GUTTER. PAVEMENT DESIGN SHALL BE PER GEOTECHNICAL REPORT. ALL DRIVEWAYS WILL BE REQUIRED TO BE PERMITTED BY THE CITY OF BIXBY AND ODOT. HANDICAP PARKING SPACES WILL BE PROVIDED WITH SIGNS AND WHEEL STOPS.

LANDSCAPING:

THE PROPERTY IS ALONG HIGHWAY 67 - 151ST ST BETWEEN MEMORIAL AND SHERIDAN AND HAS A HIGH LEVEL OF VISUAL EXPOSURE TO THE PUBLIC. BY CODE, THE SITE WILL REQUIRE A BUFFER BETWEEN IT AND THE RESIDENTIAL PROPERTIES TO THE EAST. EXISTING VEGETATION ALONG THE EAST WILL BE PRESERVED TO PROVIDE A BUFFER. TREES AS REQUIRED BY THE BIXBY ZONING CODE WILL BE INSTALLED AS PER THE PROVISIONS OF THE LANDSCAPE CHAPTER OF THE BIXBY ZONING CODE.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, EASEMENTS, AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BIXBY, TULSA COUNTY, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND 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, EASEMENTS, AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE CITY OF BIXBY CITY COUNCIL, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BIXBY, 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:

CITY OF BIXBY HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2022.

BY:

BRIAN GUTHRIE, MAYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

) SS:

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022.

BY BRIAN GUTHRIE AS MAYOR.

NOTARY PUBLIC

MY COMMISSION NO:

MY COMMISSION EXPIRES:

[SEAL]

CERTIFICATE OF SURVEY

I, RUSSEL M. MUSIKA, OF GEODECA LLC, A LICENSED LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "BIXBY MAINTENANCE & FIRE STATION", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2022.

RUSSEL M. MUSIKA
LICENSED LAND SURVEYOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA))SS:COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022,

BY RUSSEL M. MUSIKA, AS _____ OF GEODECA LLC.