



City of Bixby Planning Commission Meeting Agenda

Monday, March 20, 2023

6:00 PM

**Municipal Building
116 W. Needles Ave., Bixby,
OK 74008**

Call to Order

Chairman

Roll Call

OC Walker, Secretary

Consent Agenda

- 1) Discussion, consideration, and possible vote to approve the minutes from the February 21, 2023, City of Bixby, Planning Commission Regular meeting.
O.C. Walker, City Planner

Public Hearings

- 2) Discussion, consideration, and possible vote to approve BXZO - 23.01, a Rezoning request from Agriculture (AG) to Commercial Shopping (CS) for property located on the northeast corner of 121st Street South and South Sheridan Road, Bixby, Oklahoma.
O.C. Walker, City Planner
- 3) Discussion, consideration, and possible vote to approve BXSP - 23.03 for Corzort Office No. 2, located at 7607 East 126th Street South, Bixby, Oklahoma.
O.C. Walker, City Planner
- 4) Discussion, consideration, and possible vote to approve BXSP - 23.04 for Marlee Office No. 3, located at 7631 East 126th Street South, Bixby, Oklahoma.

Old Business

New Business

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of March 13, 2023, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby, Oklahoma.

Respectfully Submitted

O.C. Walker, City Planner

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

BIXBY PLANNING COMMISSION MINUTES

Tuesday| February 21, 2023 | 6:00 PM

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

CALL TO ORDER: 6:27 PM

Roll Call was taken

MEMBERS PRESENT: Tom Holland
Lance Whisman
Josh Nave
Steve Hobbs

MEMBERS ABSENT: Jason Mohler

STAFF PRESENT: O.C. Walker, Director of Development Services
Gwen Plante, Assistant City Planner

1. Approval of Minutes | Planning Commission meeting January 17, 2023.

Vice Chairman Nave asked if there was a motion to approve the Meeting Minutes of January 17, 2023. Commissioner Holland made a motion to approve the minutes, and Commissioner Whisman seconded. The vote was recorded as follows:

Mr. Holland	Yes
Mr. Nave	Yes
Mr. Whisman	Yes
Mr. Hobbs	Yes

Motion was Approved

2. 161st Memorial (Ellis Ranch)| Discussion, Consideration, and possible vote to approve a BXPUD 21.11 Major Amendment No. 1

Mr. Walker gave a detailed overview of the project. Lou Reynolds spoke on the project and understanding on why the project was back in front of the Planning Commission. Zach Roach with Ideal Homes gave an overview of the project and presented the following:

- Gated Community with 227 lots with private streets

- City-quality park, and a playground that will be maintained for the life of the neighborhood
- Pool and Clubhouse
- A mile and half, walking trail
- Catch and release ponds with five (5) different types of fish. Ponds will be maintained monthly and quarterly
- Sports fields with 4' fencing to keep children safe
- Affordable housing and HOA fees

Discussion continued with the Commissioners regarding the size of homes, lot size, and maintenance of the street since the community will be gated. There will be 227 lots total of those 147 lots would be at 55' and 80 lots at 60'.

- Maximum residential floor areas per unit will be as follows: (227 Lots) with a 15' front setback.
 - 30 units at 1,150 square feet or greater
 - 32 units at 1,300 square feet or greater
 - 163 units 1,500 square feet or greater
 - 2 units at 1,000 square feet or greater
- The Developer will provide a timeline of amenities to be installed, and the list will be included in the information on the final plat
 - Pool/Clubhouse Phase I
 - Playground and Sports fields Phase II
- The 4' height fence will be installed around the parks and sports areas and sidewalks will be phased in as the project develops, this information will also be incorporated into the Final Plat
- Sidewalks will be installed on both sides of the street.
- The Developer will maintain governorship over the HOA
 - A property management firm will be responsible for the day-to-day management of the HOA.

Commercial and Storage Units would begin construction in mid to late 2024. The back of the storage facility will act as the masonry fence to separate the commercial from the residential and there will be no guttering off the property onto the residential portion. Hours of operation of the mini storage will conform to the City of Bixby City Code and the quiet hours of 10:00 p.m. to 7:00 a.m.

Interim Chairman Nave made a motion to approve the item with the following a list of conditions,

- Maximum residential floor areas per unit shall be as follows: (227 Lots)

- 30 units at 1,150 square feet or greater
 - 32 units at 1,300 square feet or greater
 - 163 units 1,500 square feet or greater
 - 2 units at 1,000 square feet or greater
- The Developer shall provide a timeline of amenities to be installed, and the list shall be included in the information on the final plat
 - The 4' height fence shall be installed around the parks and sports areas and sidewalks shall be phased in as the project develops, this information shall also be incorporated into the Final Plat
 - Sidewalks shall be installed on both sides of the street.
 - The Developer shall maintain governorship over the HOA
 - A property management firm shall be responsible for the day-to-day management of the HOA.

Commissioner Holland seconded the motion and the vote was recorded as follows:

Mr. Holland	Yes
Mr. Whisman	Yes
Mr. Nave	Yes
Mr. Hobbs	Yes
Motion was Approved	

Old Business – None

New Business – Mr. Walker updated the Board on the selection of Matrix company to update our Zoning Code and Subdivision Regulations. More information will be coming.

Meeting adjourned at 7:31 pm

Josh Nave, Interim Chair

O.C. Walker, Secretary



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

Staff Report

To: City of Bixby, Planning Commission

From: O.C. Walker, Development Services Director/City Planner

Date: Monday, March 20, 2023

RE: *Rezone: 5.07 Acres (+/-) (according to Tulsa County Assessor) from Agriculture (AG) to Commercial Shopping (CS).*

Location: Northeast corner of 121st Street and South Sheridan Road, Bixby, OK 74008. Unplatted: 5.07 Acres +/-

STR: Section 35, Township 18, Range 13

Applicant: Tanner Consulting

Request: Rezone from Agriculture (AG) to Commercial Shopping (CS).

Existing Zoning; Use: Agriculture (AG); Vacant

Surrounding Zoning; Uses:

- North: (RS-2) Residential Single Family
- East: (AG) Agricultural
- South: (CS) Commercial Shopping
- West: (CS) Commercial Shopping, City of Jenks

Proposed Zoning; Uses: Commercial Shopping (CS)

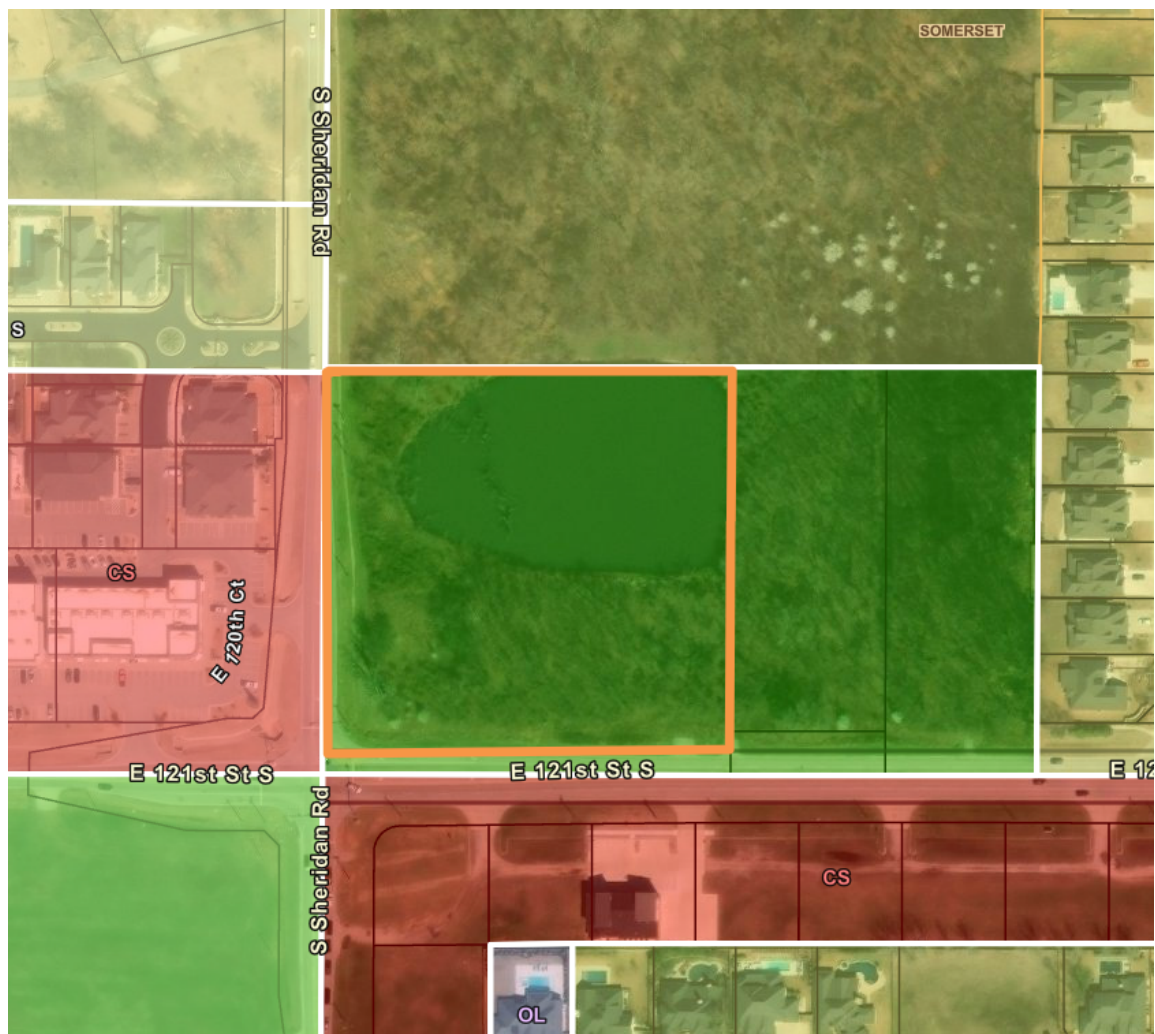


Figure 1: City of Bixby Zoning Map

Staff Review

The applicant is requesting a rezone (BXZO-23.01) from Agriculture (AG) to Commercial Shopping (CS).

Bixby Zoning Code 11-8-13 requires platting. The applicant is requesting CS zoning and all rights in accordance with Commercial Shopping zoning.

Utilities/Site Area: On the West side of the property line, East along South Sheridan Road:
 12" water line
 12" force main sanitary sewer

Public Comments: No comments at time of this report

Staff Comments:

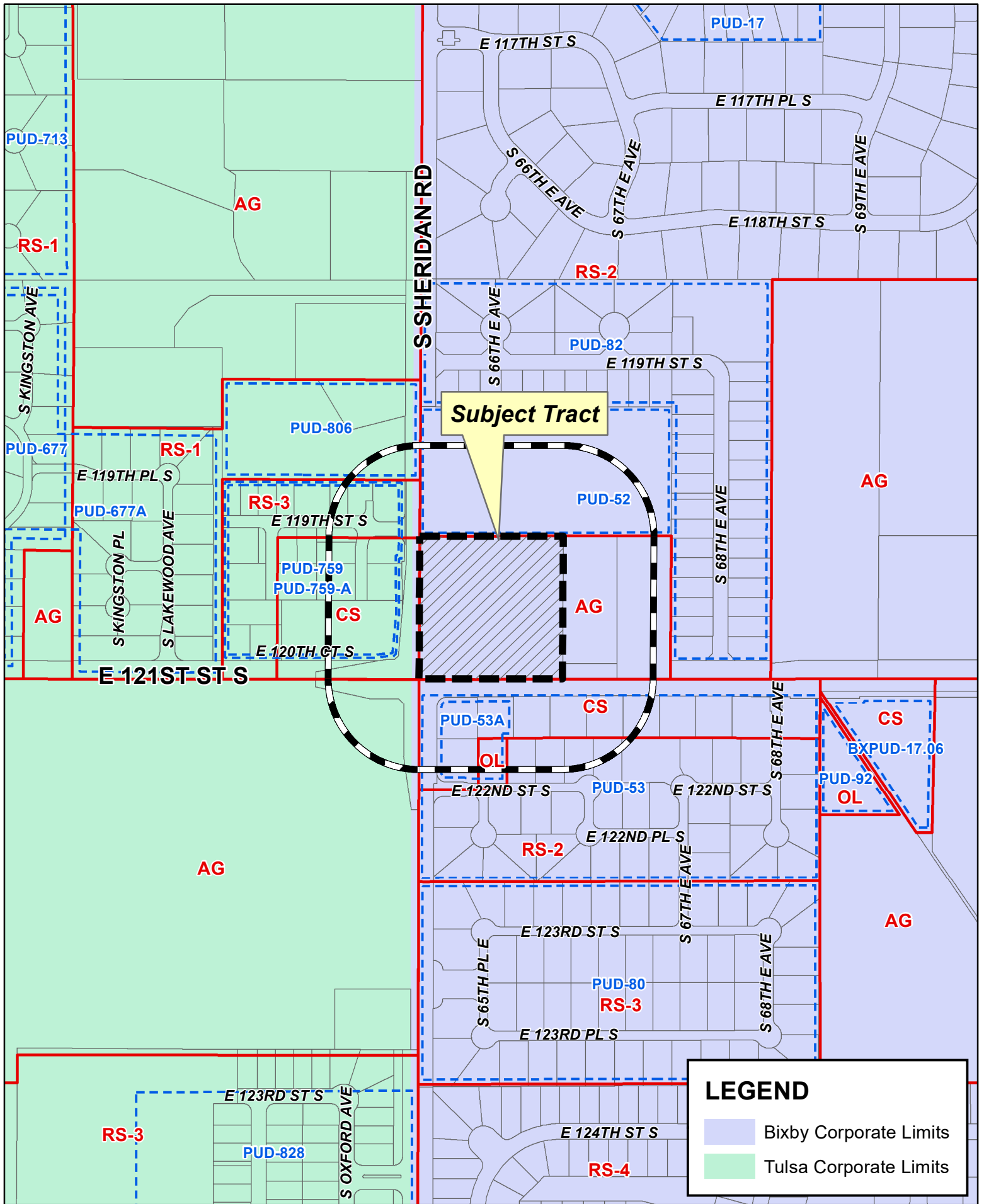
1. Staff recommends rezoning to Commercial Shopping (CS).

Staff Comments (cont.):

3. The applicant shall be required to comply with all Bulk and Area requirements and setbacks.
4. Staff supports the Planning Commission's recommendation for approval of the requested Rezone from Agricultural (AG) to Commercial Shopping (CS) the proposed zoning is amenable to surrounding zoning.

Figures: Figure 1: City of Bixby Zoning Map

Attachments:

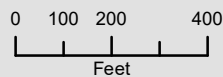


300' Radius



Subject Tract

BXZO-23.01



35 18-13





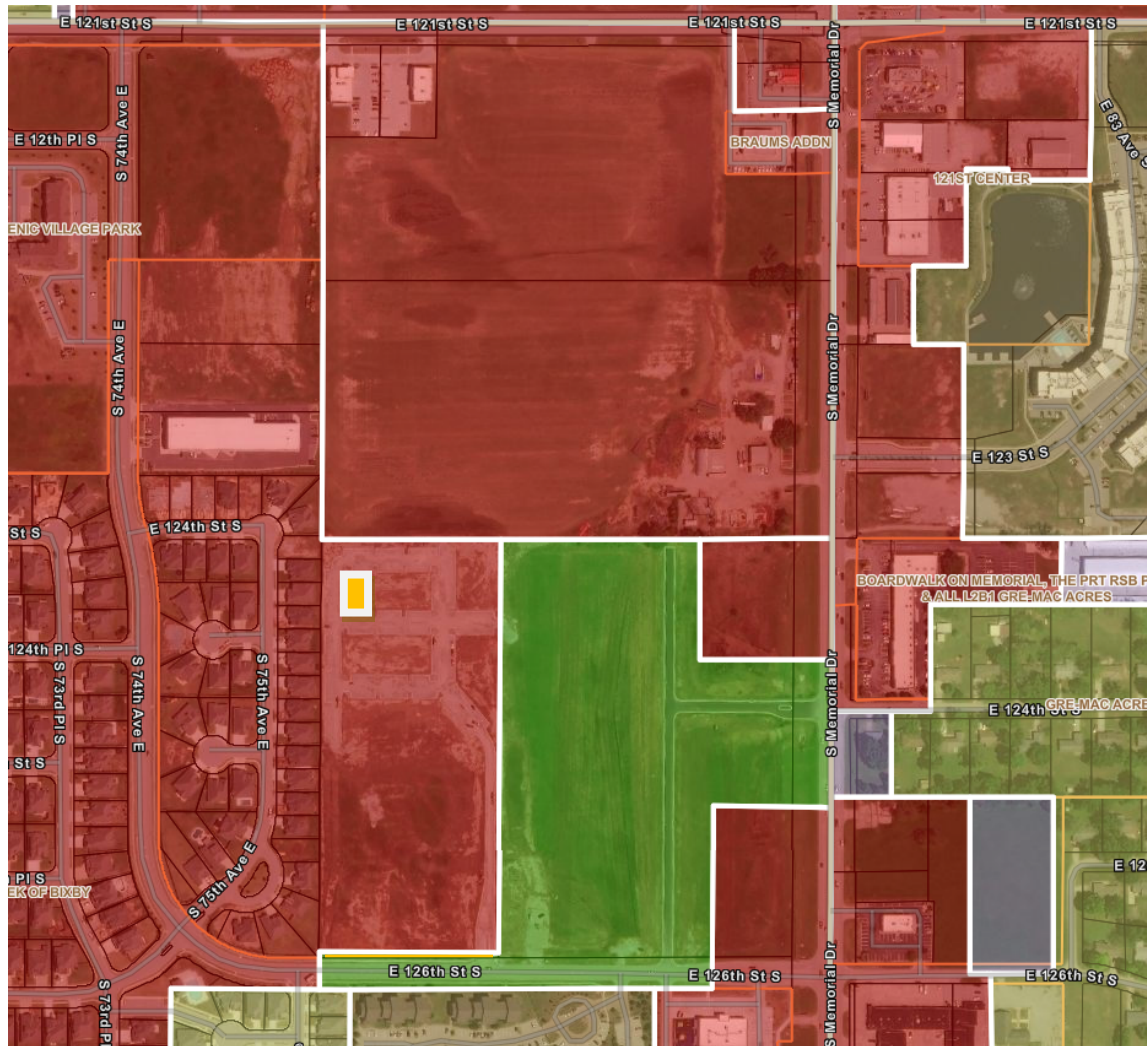
CITY OF BIXBY
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby Planning Commission
From: O.C. Walker, Development Services Director / City Planner
Date: Monday, March 20, 2023
RE: Cozort Office
Location: 7607 East 126th Street South, Bixby, Oklahoma
STR: Section 2, Township 17N, Range 13E
Applicant: W-Design, Christopher Smith

Request: The applicant requests approval of Site Plan BXSP-23.03 for Corzort Office No. 2
Staff Review: According to PUD 76, Minor Amendment for “Scenic Village Park,” that was approved by Bixby City Council on August 30, 2021 detailed site plan shall be approved by Bixby Planning Commission prior to a building permit being issued.
Existing Zoning; Use: Development Area is currently zoned “CG” (Commercial General) and Planned Unit Development (PUD) 76.
Proposed Use: Commercial Business

Exhibit A: City of Bixby Zoning Map

**Staff Comments:**

Planning Staff comments are as follows:

- Provide names of abutting streets to provide egress and ingress onto the site.
- The exterior walls of leasing office buildings shall have a minimum finish of not less than 45% masonry materials excluding windows and doors.
- All landscaping and lighting shall be in accordance with PUD 76.

Engineering Comments: Staff has not received Engineering comments at this time.

Attachments:

Exhibit A: City of Bixby Zoning Map
Exhibit B: Site Plan

GENERAL NOTES

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



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

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

SITE DATA: PUD 76

**SOUTH MEMORIAL BUSINESS PARK: LOT 7 BLK 1
DEVELOPMENT AREA H**

LAND AREA SUMMARY

LOT 11 LAND AREA 26,027 SF (.60 ACRES)

LANDSCAPE AREA REQUIRED 2,603 SF (10%)
LANDSCAPE AREA PROVIDED 6,155 SF (23.6%)

SITE DATA:

ZONING SHOPPING CENTER DISTRICT (CS)
FIRST FLOOR BUILDING AREA: 3,755 SF
SECOND FLOOR BUILDING AREA: 2,785 SF
BUILDING HEIGHT PERMITTED: 40'
TALLEST BUILDING HEIGHT PROPOSED: 38'-2" TOP OF RIDGE

PROPOSED FLOOR AREA RATIO: .49

PARKING SPACE REQUIREMENT:

OFFICE / RATIO PER USE: 1/350
NUMBER OF SPACES REQUIRED: 19
NUMBER OF EXISTING SPACES PROVIDED: 32 (PLUS SHARED PARKING DEVELOPMENT)

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

IMPERVIOUS AREA:

TOTAL SITE AREA (LOT 11) 26,027 SF (.60 AC)

EXISTING IMPERVIOUS AREA: 12,454 SF
PROPOSED IMPERVIOUS AREA: 17,835 SF
NET INCREASE: 5,381 SF

SETBACKS:

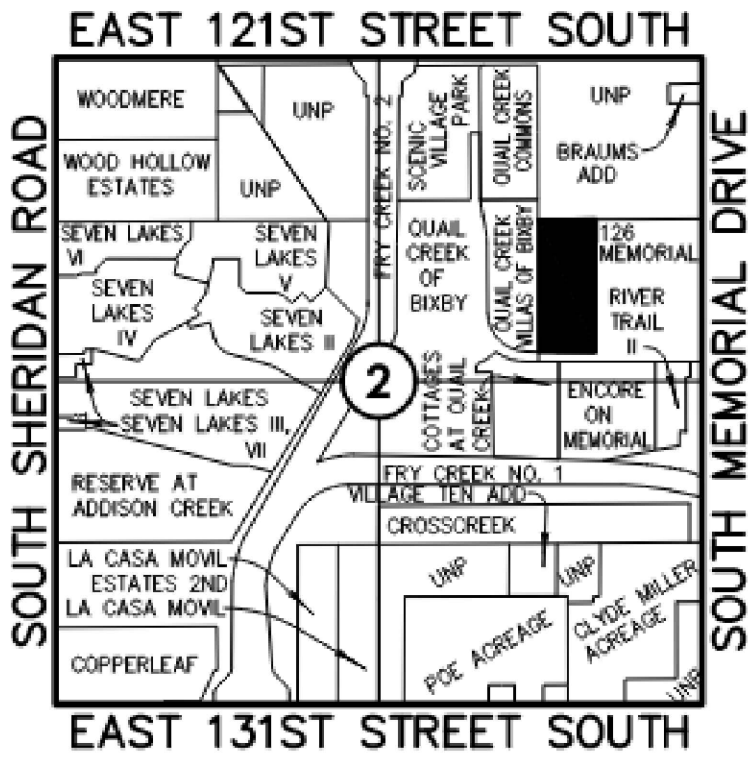
REQUIRED:
FROM NON-ARTERIAL STREET ROW: 25'
FROM RESIDENTIAL DEVELOPMENT AREA: 50'
FROM OTHER BOUNDARY: 20'

LEGAL DESCRIPTION:

LOT 7, BLOCK 1, SOUTH MEMORIAL BUSINESS PARK, CITY OF BIXBY, STATE OF OKLAHOMA

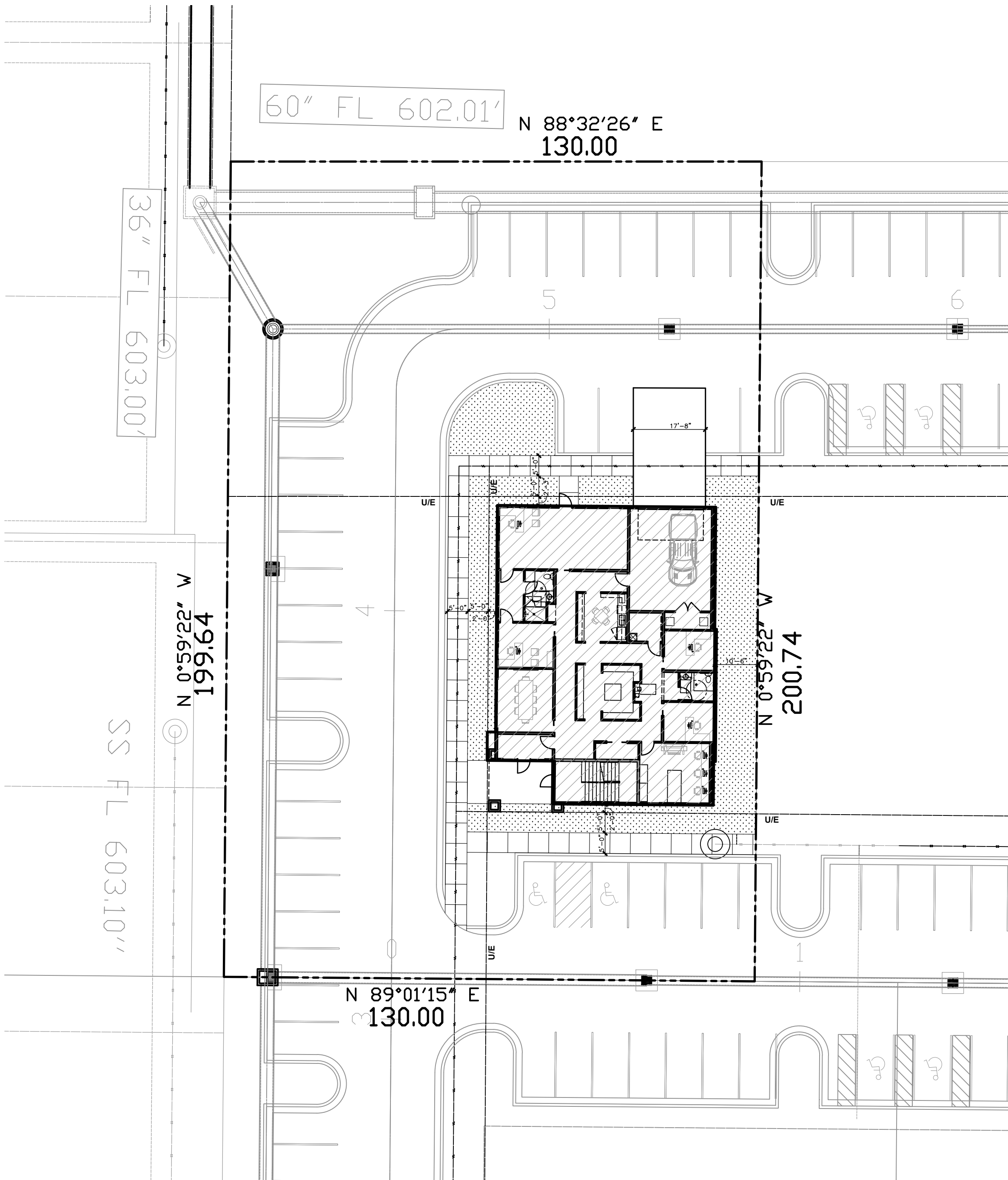
EXTERIOR LIGHTING:

NO POLE LIGHTS PROVIDED.



Location Map

Scale: 1"= 2000'



2 ENLARGED SITE PLAN

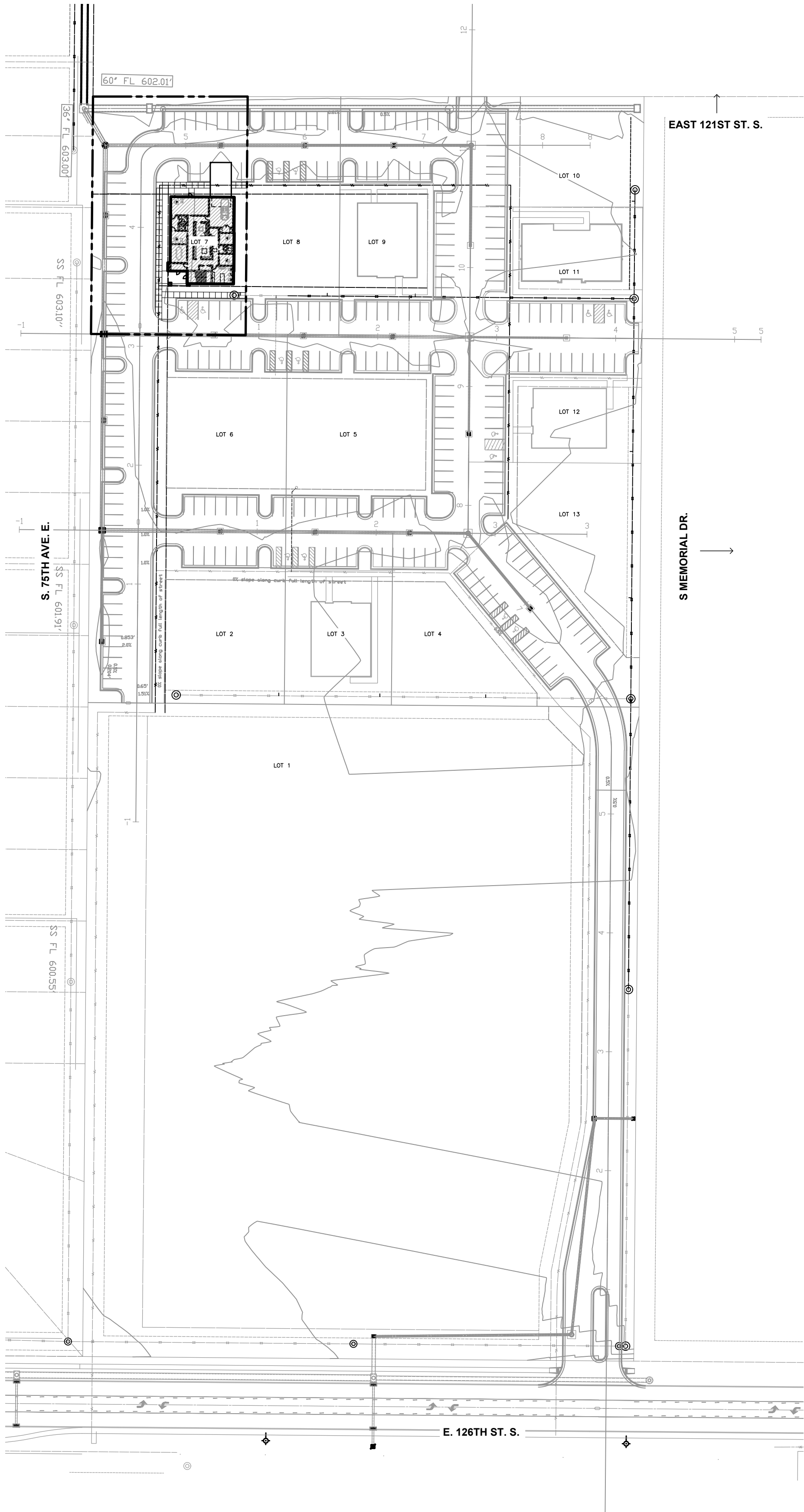
SCALE: 1:20

0 20'-0" 40'-0"

SCALE: 1"=20'-0"



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

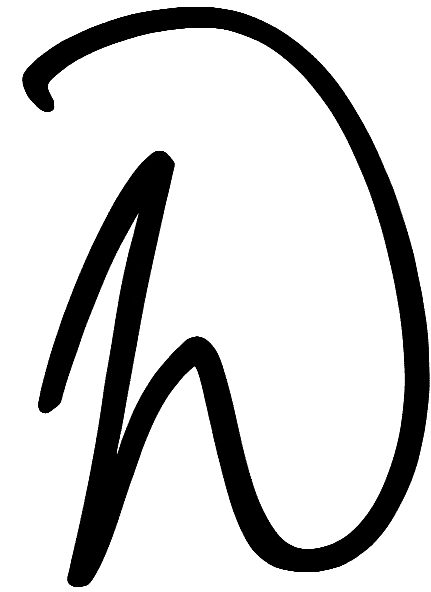


1 OVERALL SITE PLAN

SCALE: 1:70

0 70'-0" 140'-0"

SCALE: 1"=70'-0"



ARCHITECTURE & INTERIORS

608 East 3rd Street

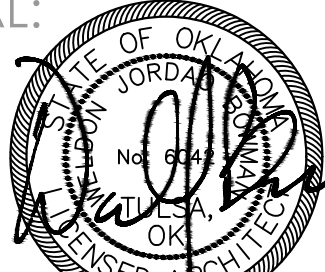
Tulsa, OK 74120

Office: 918.794.6616

Fax: 918.794.6602

www.wdesignsite.com

SEAL:



02/06/2023
WELDON BOWMAN, AIA
OK LICENSE NO. 6042
CA# 02461 EXPIRES 06/30/2023

PROJECT:

COZORT
OFFICE

PROJECT #
22247

7607 E 126 ST S
TULSA, OK
74008

CONSULTANT:

REVISIONS:

ISSUE DATE:

02.06.2023

SHEET NAME:

ARCHITECTURAL
SITE PLAN

SHEET #:

A101

GENERAL NOTES

LANDSCAPE PLAN

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

CITY OF BIXBY ZONING CODE

LANDSCAPE PLAN

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

GENERAL NOTES

SITE PLAN

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

BED PREPARATION AND PLANTING

LANDSCAPE PLAN

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

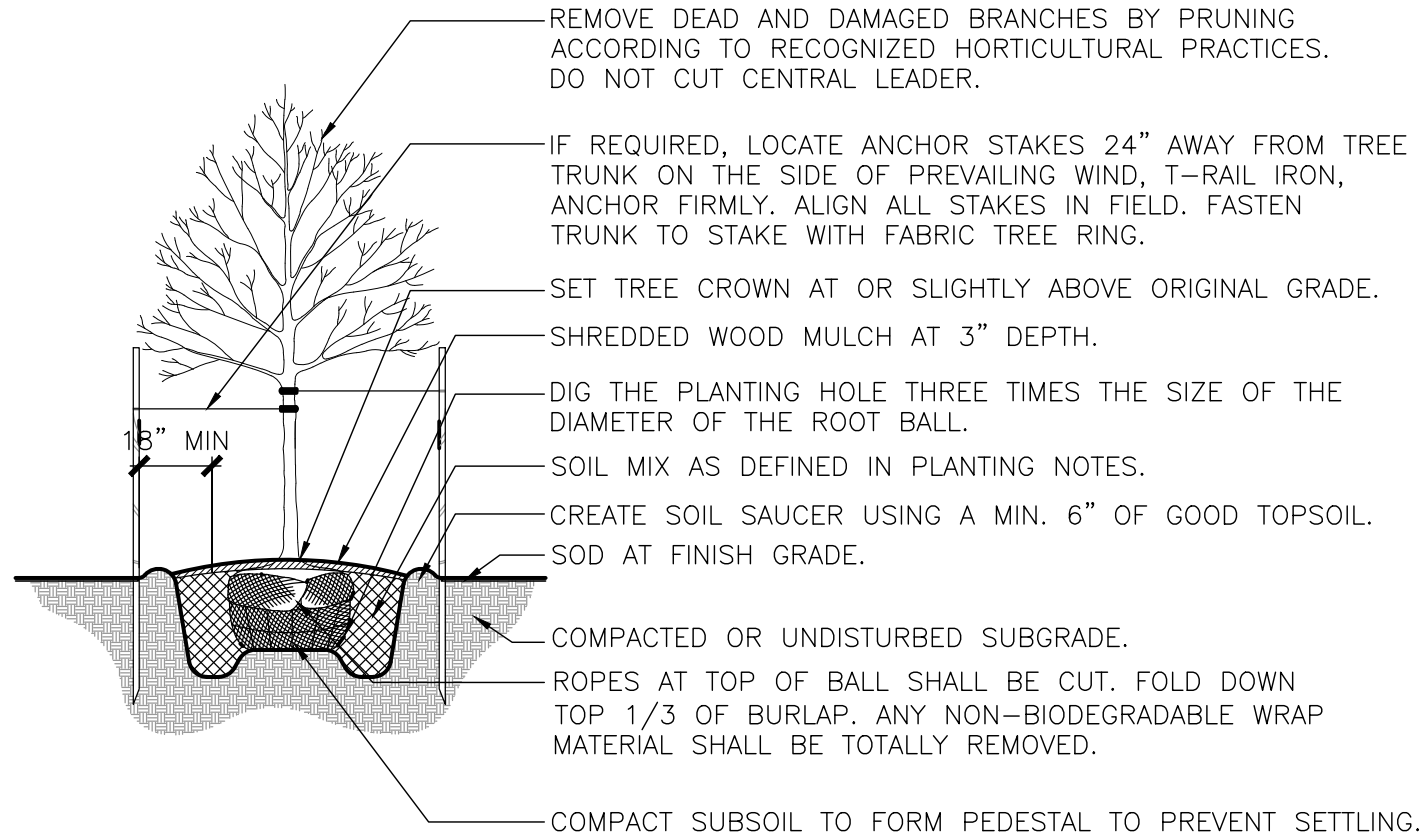
LEGEND

SOD / PLANTING AREA .



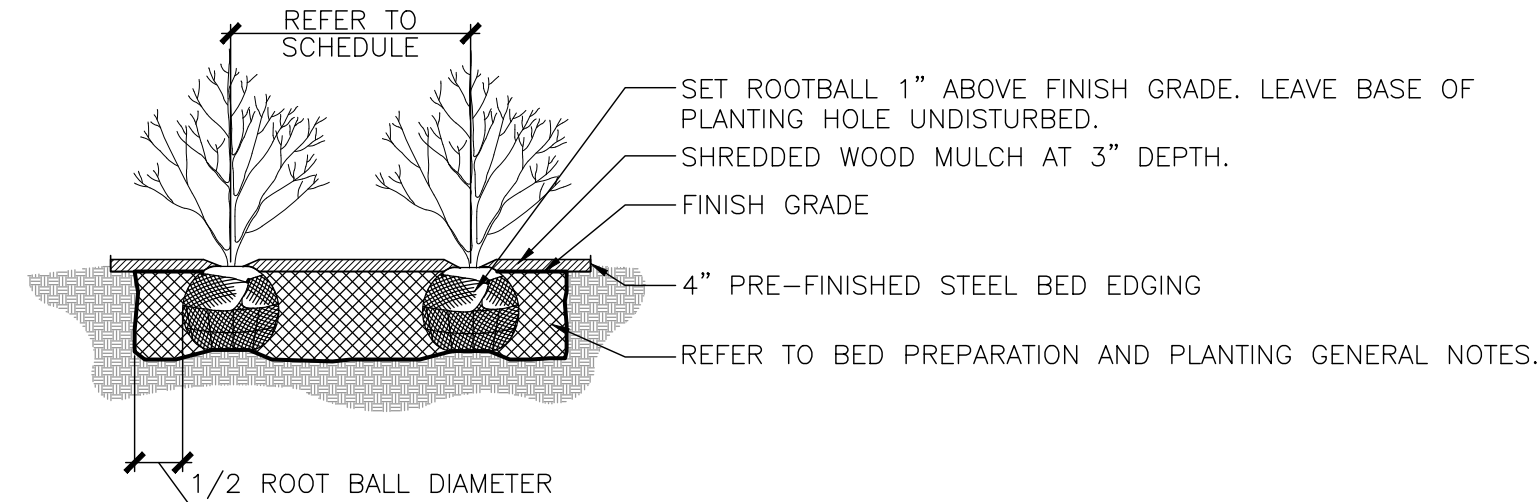
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A T & T COMPANY
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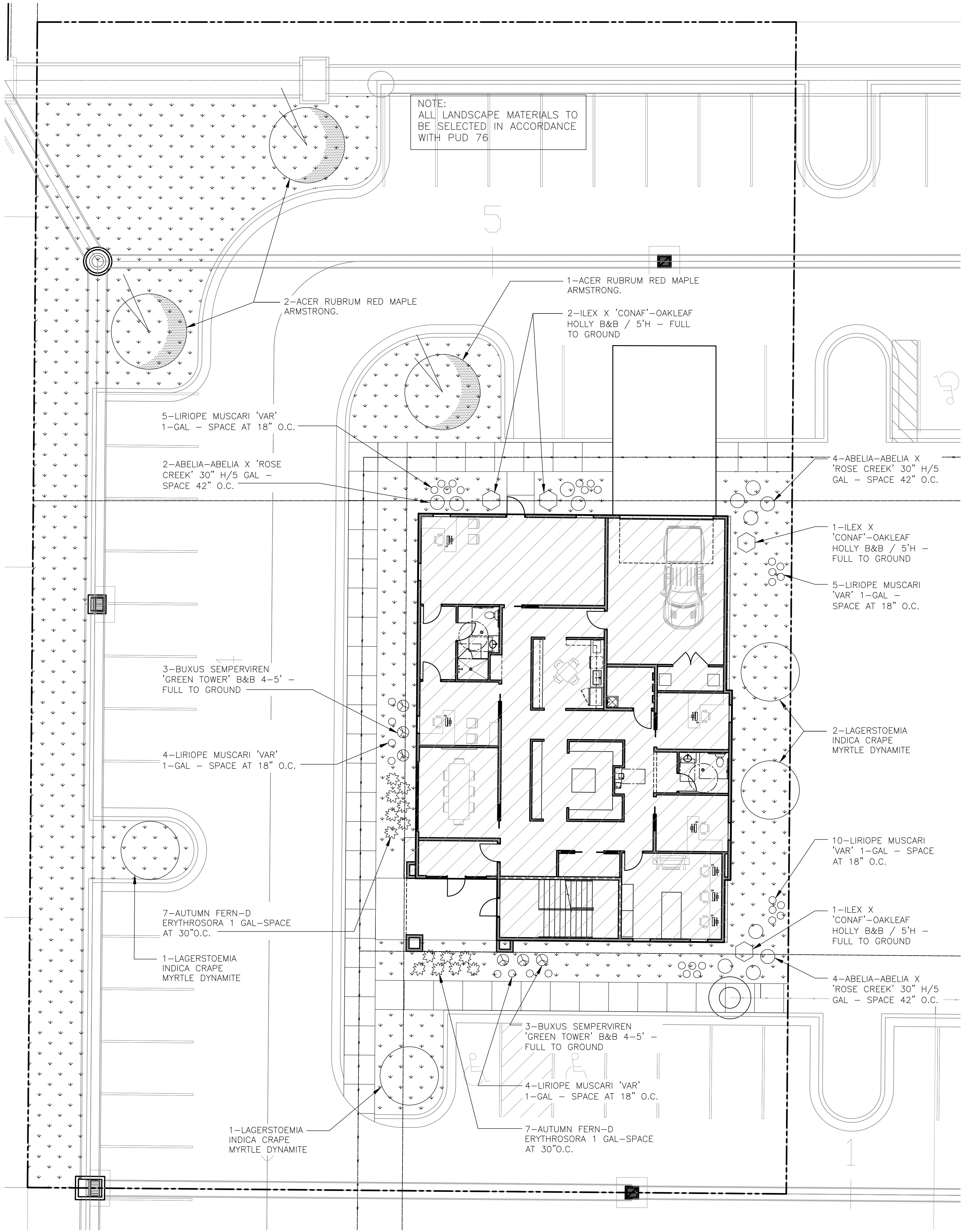
2 TREE PLANTING DETAIL

SCALE: N.T.S.



3 SHRUB MASS PLANTING DETAIL

SCALE: N.T.S.



1 ARCHITECTURAL LANDSCAPE PLAN

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

0 10'-0" 20'-0"

SCALE: 1"=10'-0"



ARCHITECTURE & INTERIORS

608 East 3rd Street

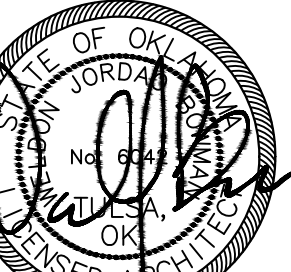
Tulsa, OK 74120

Office: 918.794.6616

Fax: 918.794.6602

www.wdesignsite.com

SEAL:



02/06/2023

WELDON BOWMAN, AIA

OK LICENSE NO. 6042

CA# 02461 EXPIRES 06/30/2023

PROJECT:

COZORT
OFFICE

PROJECT #
22247

7607 E 126 ST S
TULSA, OK
74008

CONSULTANT:

REVISIONS:

ISSUE DATE:

02.06.2023

SHEET NAME:

LANDSCAPE
PLAN

SHEET #:

L101

KEYNOTES NOTE: NOT ALL KEYNOTES MAY BE USED ON THIS SHEET.

1. 5'-0" TURN RADIUS (ADA REQUIREMENT)
2. HI-LOW DRINKING FOUNTAIN (ADA REQUIREMENT)
3. RESTROOM SIGNAGE, RE: 1/A002 FOR MT. HT.
4. 30"x48" ACCESSIBLE APPROACH (ADA REQUIREMENT)
5. BUILDING STONE VENEER, RE: A300 SERIES
6. MASONRY VENEER, RE: A300 SERIES
7. STUCCO VENEER, RE: A300 SERIES
8. PROVIDE SIGNAGE, INSTRUCTIONS, AND TWO-WAY COMMUNICATION COMPLYING WITH IBC 2015 SECTIONS 1009.3, 1009.5.2, & 1009.9
9. ELEVATOR, RE: A400 SERIES, PRIOR TO INSTALLATION OF PIT, CONTRACTOR TO VERIFY SELECTED ELEVATOR MODEL AND MANUFACTURER'S RECOMMENDED CLEAR DIMENSIONS.
10. CONDENSING UNITS ON 4" CONCRETE PAD, VERIFY EXACT LOCATION WITH CLIENT
11. WOOD POST, RE: STRUCTURAL (1-HR RATED)
12. ATTIC ACCESS LADDER AND HATCH ABOVE
13. 30"D x 33.75"H COUNTERTOPS WITH BACK-SPLASH MOUNTED ON BASE CABINETS WITH INTERNAL ADJUSTABLE SHELVING, BRUSHED NICKEL BAR PULLS, AND DROP-IN SINK. 36"Hx12"D UPPER CABINETS MOUNTED 18" ABOVE COUNTER TOP SURFACE WITH TWO INTERNAL ADJUSTABLE SHELVES. NOTE: VERIFY THAT LIP OF THE DROP-IN SINK IS LESS THAN .25", IF THE LIP IS GREATER THAN .25" COUNTER TOP HEIGHT TO BE ADJUSTED SO THAT TOP OF SINK RIM IS 34" A.F.F.
14. 24"D x 34"H COUNTERTOPS MOUNTED ON BASE CABINETS WITH INTERNAL ADJUSTABLE SHELVING, BRUSHED NICKEL BAR PULLS. 36"Hx12"D UPPER CABINETS MOUNTED 18" ABOVE COUNTER TOP SURFACE WITH TWO INTERNAL ADJUSTABLE SHELVES.
15. STEEL COLUMN, RE: STRUCTURAL

KEYNOTES NOTE: NOT ALL KEYNOTES MAY BE USED ON THIS SHEET.

- T1. TOILET PAPER DISPENSER
- T2. SANITARY NAPKIN DISPOSAL, SINGLE COMPARTMENT
- T3. GRAB BAR - 36" RE: 1/A002 FOR MT. HT (ADA REQ.)
- T4. GRAB BAR - 42" RE: 1/A002 FOR MT. HT (ADA REQ.)
- T5. GRAB BAR - 18" VERT., RE: 1/A002 FOR MT. HT (ADA REQ.)
- T6. MIRROR, TEMPERED GLASS
- T7. PAPER TOWEL DISPENSER
- T8. VANITY TOP SOAP DISPENSER
- T9. FLOOR DRAIN TO SANITARY SEWER, LOCATED AND INSTALLED BY CONTRACTOR
- T10. MOP SINK
- T11. ADA PLUMBING FIXTURES SELECTED AND INSTALLED BY CONTRACTOR

GENERAL NOTES

1. ALL RATED WALLS TO EXTEND TO DECK, U.N.O.
2. ALL DIMENSIONS ARE TO CENTERLINE OF OBJECT, EXCEPT FOR THE PERIMETER STUDS WHICH ARE DIMENSIONED TO EDGE OF SLAB, MASONRY OPENINGS WHICH ARE FROM FACE OF BRICK, AND AREAS WHERE SHOWN CLEAR DIMENSION IS REQUIRED; U.N.O.

REFERENCING

- A. RE: A001 FOR GENERAL NOTES, DIRECTIVES, SYMBOLS AND ABBREVIATIONS
- B. RE: A500 SERIES DRAWINGS FOR REFLECTED CEILING PLANS AND CEILING DETAILS
- C. RE: A600 SERIES DRAWINGS FOR ROOF PLAN

LEGEND

SYMBOL	DESCRIPTION
	NEW WALL - WOOD STUD
	NEW 1-HOUR FIRE RATED WALL - WOOD STUD
	PATH OF TRAVEL / TRAVEL DISTANCE

WALL ASSEMBLIES

WALL TYPE	UL DESIGN #	NOTES
A		6" WOOD STUD WALL WITH STUCCO OR MASONRY VENEER
B		4" WOOD STUD WALL (INTERIOR)
C		6" WOOD STUD WALL (INTERIOR)
D	UL U305 1-HR	6" WOOD STUD WALL (1-HOUR RATED)

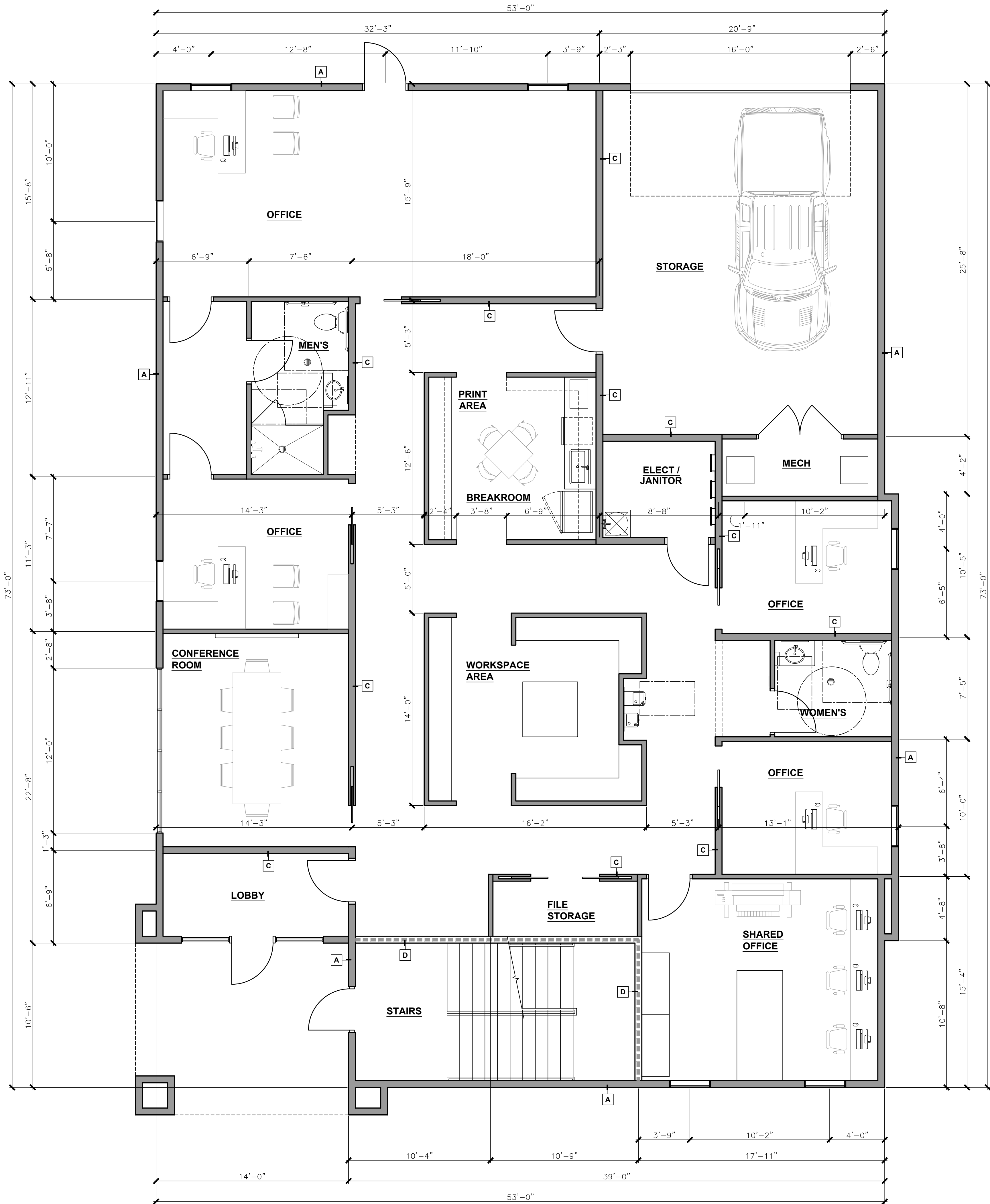
NOTE: TYPICAL STUD SPACING IS 16" O.C.

NOTE: REFER TO UL DESIGN # FOR THICKNESS AND TYPE OF GYPSUM BOARD REQUIRED.

NOTE: UNLABELED AND NON-RATED INTERIOR WALLS ARE TYPE E.

GENERAL DOOR/HARDWARE NOTES

1. MAXIMUM UNDERCUT OF RATED DOORS SHALL BE 1/2".
2. DOOR SWING TO BE 180° AT BUILDING ENTRY WHERE NO OBSTACLES EXIST.
3. EXIT DOORS SHALL BE OPENABLE AT ALL TIMES FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
4. FURNISH AND INSTALL ONLY HARDWARE WHICH HAS BEEN TESTED AND LISTED BY UNDERWRITERS' LABORATORIES, FACTORY MUTUAL, OR OTHER TESTING AGENCY ACCEPTABLE TO THE STATE FIRE MARSHAL FOR THE TYPE AND SIZE OF EACH DOOR REQUIRED, AND FRAME LABELS.
5. WHERE PANIC EXIT DEVICES ARE REQUIRED ON FIRE-RATED DOORS, FURNISH AND INSTALL SUPPLEMENTARY MARKING ON DOOR LABEL INDICATING "FIRE DOOR TO BE EQUIPPED WITH FIRE EXIT HARDWARE". AND FURNISH AND INSTALL LABEL ON EXIT DEVICE INDICATING "FIRE EXIT HARDWARE".
6. ALL FIRE RATED DOORS SHALL BE AUTOMATIC CLOSING OR SELF CLOSING.
7. ALL RATED DOORS IDENTIFIED ON THE PLAN AND/OR OCCURRING ALONG DEFINED RATED WALLS ON THE FLOOR PLANS SHALL BE PROVIDED WITH INTUMESCENT FIRE AND SMOKE SEALS.
8. TYPICAL DOOR THICKNESS SHALL BE 1 3/4" UNLESS OTHERWISE NOTED.
9. FRAMES SHALL BE WELDED, KNOCK DOWN FRAMES ARE NOT ACCEPTABLE.
10. ALL HARDWARE FINISH SHALL BE MATCHING, CONSULT OWNER FOR SELECTION OF FINISH.
11. ALL LOCKSETS TO BE SCHLAGE LOCKS. CYLINDERS AND PADLOCKS SHALL BE "BEST TYPE", ARROW OR FALCON TYPE CORE COMPATIBLE PRODUCTS FOR REMOVABLE FIGURE 8 CONFIGURATION, SMALL FORMAT INTERCHANGEABLE, SERIES "E" SIX (6) PIN TUMBLER INSERTS, HEAVY DUTY CORES. THE GENERAL CONTRACTOR SHALL ORDER AND PAY COSTS FOR BLANK PERMANENT CORES AND HAVE UNCOMBINATIONED CORES SHIPPED DIRECTLY TO OWNER.
12. RE-INSPECT OPERATION OF ALL HARDWARE BEFORE TURNOVER TO OWNER. INSTRUCT CLIENT DESIGNATIVE REPRESENTATIVE ON THE OPERATION AND MAINTENANCE OF THE HARDWARE AND RETURN ONE (1) MONTH THEREAFTER FOR NECESSARY ADJUSTMENTS.
13. ALL EMERGENCY EXIT DOORS SHALL BE PROVIDED WITH EXIT PANIC HARDWARE, OR AS APPROVED BY ARCHITECT AND LOCAL CODE
14. PROVIDE CYLINDERS AND PADLOCKS TO SECURE ALL ADDITIONAL VALVES OR HATCHES ON THE EXTERIOR OF THE BUILDINGS SHELL.
15. ENTRANCE DOORS - "UNIGEAR" DOUBLE BEARING CONTINUOUS HINGE ALONG FULL HEIGHT OF JAMB



1 FLOOR PLAN - FIRST FLOOR

SCALE: 1/4" = 1'-0"



3,755 S.F.



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SEAL:



02/06/2023
WELDON BOWMAN, AIA
OK LICENSE NO. 6042
CA# 02461 EXPIRES 06/30/2023

PROJECT:

COZORT
OFFICE

PROJECT #
22247

7607 E 126 ST S
TULSA, OK
74008

CONSULTANT:

REVISIONS:

ISSUE DATE:

02.06.2023

SHEET NAME:

FLOOR PLAN
FIRST FLOOR

SHEET #:

A201

KEYNOTES NOTE: NOT ALL KEYNOTES MAY BE USED ON THIS SHEET.

- FLOOR PLAN
- 5'-0" TURN RADIUS (ADA REQUIREMENT)
 - HIGH DRINKING FOUNTAIN (ADA REQUIREMENT)
 - RESTROOM SIGNAGE, RE: 1/A002 FOR MT. HT.
 - 30"x48" ACCESSIBLE APPROACH (ADA REQUIREMENT)
 - BUILDING STONE VENEER, RE: A300 SERIES
 - MASONRY VENEER, RE: A300 SERIES
 - STUCCO VENEER, RE: A300 SERIES
 - PROVIDE SIGNAGE, INSTRUCTIONS, AND TWO-WAY COMMUNICATION COMPLYING WITH IBC 2015 SECTIONS 1009.3, 1009.3.2, & 1009.9
 - ELEVATOR, RE: A400 SERIES, PRIOR TO INSTALLATION OF PIT, CONTRACTOR TO VERIFY SELECTED ELEVATOR MODEL AND MANUFACTURER'S RECOMMENDED CLEAR DIMENSIONS.
 - CONDENSING UNITS ON 4" CONCRETE PAD, VERIFY EXACT LOCATION WITH CLIENT
 - WOOD POST, RE: STRUCTURAL (1-HR RATED)
 - ATTIC ACCESS LADDER AND HATCH ABOVE
 - 30"D x 33.75"H COUNTERTOPS WITH BACK-SPLASH MOUNTED ON BASE CABINETS WITH INTERNAL ADJUSTABLE SHELVING, BRUSHED NICKEL BAR PULLS, AND DROP-IN SINK. 36"Hx12"D UPPER CABINETS MOUNTED 18" ABOVE COUNTER TOP SURFACE WITH TWO INTERNAL ADJUSTABLE SHELVES. NOTE: VERIFY THAT LIP OF THE DROP-IN SINK IS LESS THAN .25", IF THE LIP IS GREATER THAN .25" COUNTER TOP HEIGHT TO BE ADJUSTED SO THAT TOP OF SINK RIM IS 34" A.F.F.
 - 24"D x 34"H COUNTERTOPS MOUNTED ON BASE CABINETS WITH INTERNAL ADJUSTABLE SHELVING, BRUSHED NICKEL BAR PULLS. 36"Hx12"D UPPER CABINETS MOUNTED 18" ABOVE COUNTER TOP SURFACE WITH TWO INTERNAL ADJUSTABLE SHELVES.
 - STEEL COLUMN, RE: STRUCTURAL

KEYNOTES NOTE: NOT ALL KEYNOTES MAY BE USED ON THIS SHEET.

- TOILET ACCESSORIES
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 - PAPER TOWEL DISPENSER
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 - ADA PLUMBING FIXTURES SELECTED AND INSTALLED BY CONTRACTOR

GENERAL NOTES

- ALL RATED WALLS TO EXTEND TO DECK, U.N.O.
- ALL DIMENSIONS ARE TO CENTERLINE OF OBJECT, EXCEPT FOR THE PERIMETER STUDS WHICH ARE DIMENSIONED TO EDGE OF SLAB, MASONRY OPENINGS WHICH ARE FROM FACE OF BRICK, AND AREAS WHERE SHOWN CLEAR DIMENSION IS REQUIRED; U.N.O.

REFERENCING

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B. RE: A500 SERIES DRAWINGS FOR REFLECTED CEILING PLANS AND CEILING DETAILS
C. RE: A600 SERIES DRAWINGS FOR ROOF PLAN

LEGEND

SYMBOL	DESCRIPTION
	NEW WALL - WOOD STUD
	NEW 1-HOUR FIRE RATED WALL - WOOD STUD
	PATH OF TRAVEL / TRAVEL DISTANCE

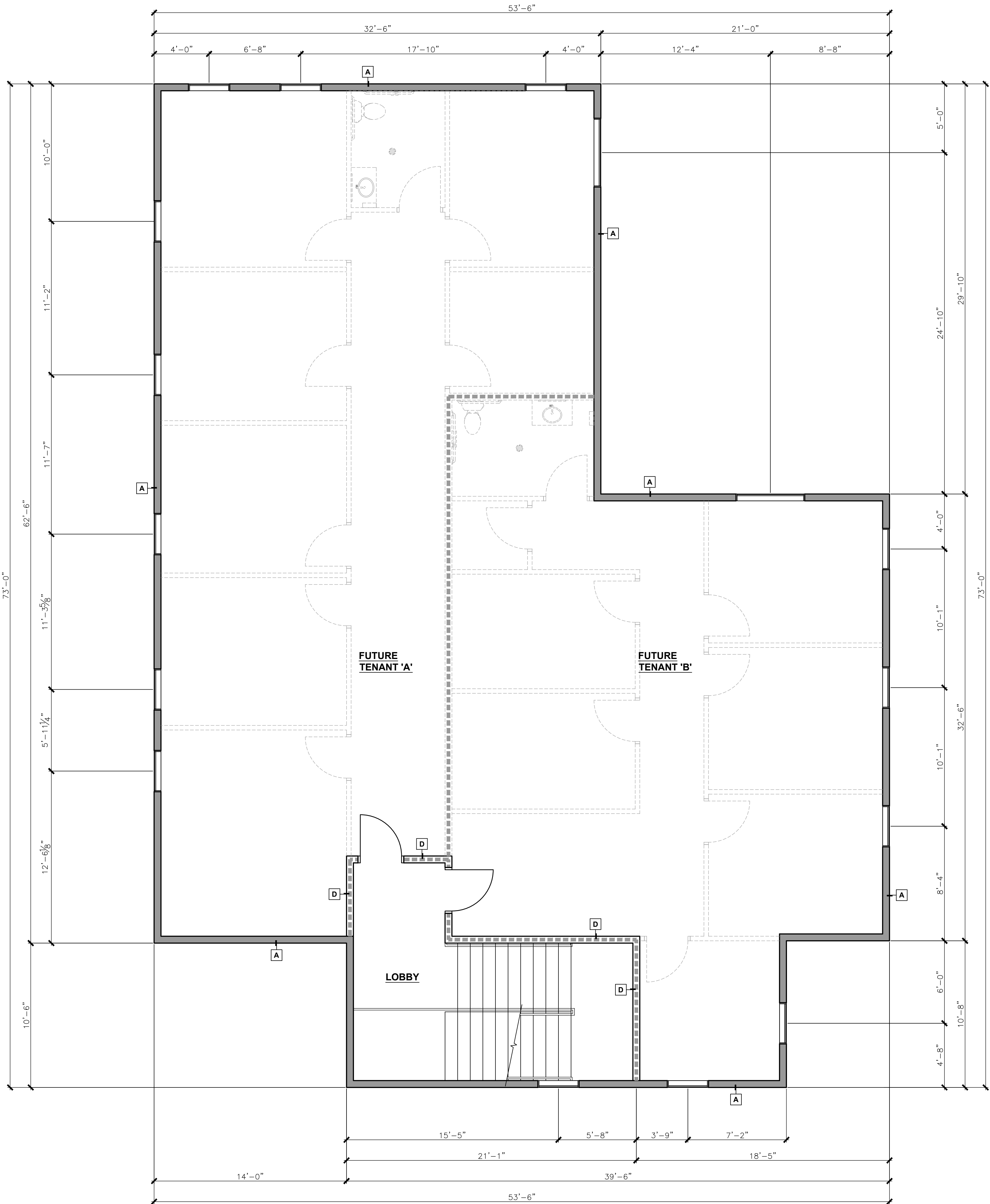
WALL ASSEMBLIES

WALL TYPE	UL DESIGN #	NOTES
A		6" WOOD STUD WALL WITH STUCCO OR MASONRY VENEER
B		4" WOOD STUD WALL (INTERIOR)
C		6" WOOD STUD WALL (INTERIOR)
D	UL U305 1-HR	6" WOOD STUD WALL (1-HOUR RATED)

NOTE: TYPICAL STUD SPACING IS 16" O.C.
NOTE: REFER TO UL DESIGN # FOR THICKNESS AND TYPE OF GYPSUM BOARD REQUIRED.
NOTE: UNLABELED AND NON-RATED INTERIOR WALLS ARE TYPE E.

GENERAL DOOR/HARDWARE NOTES

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- DOOR SWING TO BE 180° AT BUILDING ENTRY WHERE NO OBSTACLES EXIST.
- EXIT DOORS SHALL BE OPENABLE AT ALL TIMES FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
- FURNISH AND INSTALL ONLY HARDWARE WHICH HAS BEEN TESTED AND LISTED BY UNDERWRITERS' LABORATORIES, FACTORY MUTUAL, OR OTHER TESTING AGENCY ACCEPTABLE TO THE STATE FIRE MARSHAL FOR THE TYPE AND SIZE OF EACH DOOR REQUIRED, AND FRAME LABELS.
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- ENTRANCE DOORS - "UNIGEAR" DOUBLE BEARING CONTINUOUS HINGE ALONG FULL HEIGHT OF JAMB



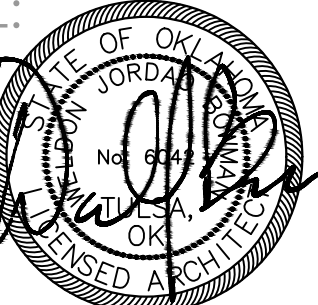
1 FLOOR PLAN - SECOND FLOOR
SCALE: 1/4" = 1'-0"

2,785 S.F.



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SEAL:



02/06/2023
WELDON BOWMAN, AIA
OK LICENSE NO. 6042
CA# 02461 EXPIRES 06/30/2023

PROJECT:

COZORT
OFFICE

PROJECT #
22247

7607 E 126 ST S
TULSA, OK
74008

CONSULTANT:

REVISIONS:

ISSUE DATE:

02.06.2023

SHEET NAME:

FLOOR PLAN
SECOND FLOOR

SHEET #:

A202

GENERAL NOTES

- REFER TO SPECIFICATIONS FOR DETAILED PRODUCT INFORMATION SUCH AS SUBMITTAL REQUIREMENTS, SUBSTITUTION PROCEDURES, ACCEPTABLE MANUFACTURERS, SPECIFIC INSTALLATION REQUIREMENTS AND WARRANTY REQUIREMENTS.
- EXTERIOR PAINT COLORS TO BE APPROVED BY OWNER PRIOR TO COMMENCEMENT OF WORK. G.C. TO PROVIDE A MOCK-UP AREA ON EXTERIOR OF BUILDING FOR OWNER'S APPROVAL OF FINISHES AT EACH FINISH LOCATION.
- ALL EXTERIOR BUILDING MATERIALS TO MATCH MANUFACTURER, MODEL AND COLOR AS SHOWN ON THE EXTERIOR FINISH SCHEDULE. A SAMPLE OF ALL SUBSTITUTIONS TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL PRIOR TO PROCUREMENT. RE: SPECIFICATIONS.
- ALL EXTERIOR PAINT TO HAVE EGGSHELL SHEEN. G.C. TO VERIFY WITH OWNER PRIOR TO PROCUREMENT.
- OWNER TO APPROVE WINDOW AND DOOR STYLES PRIOR TO PROCUREMENT.
- G.C. TO PROVIDE GUTTER AND DOWNSPOUTS ON A DESIGN/BUILD BASIS. DOWNSPOUTS TO BE CONNECTED TO THE UNDERGROUND STORM SEWER, RE: CIVIL DRAWINGS. GUTTER AND DOWNSPOUT LOCATIONS TO BE APPROVED BY OWNER. FINISH TO BE SELECTED BY OWNER.
- ALL ROOF FLASHING TO MATCH ADJACENT ROOFING FINISH.

KEYNOTES ELEVATIONS

NOTE: NOT ALL KEYNOTES MAY BE USED ON THIS SHEET.

- COMPOSITE ROOF SHINGLES OVER 7/16" SOLARBORD
- RIDGE VENT; RE: A601
- PRE-FINISHED GUTTER, OWNER TO SELECT PROFILE AND COLOR
- PRE-FINISHED DOWNSPOUT, OWNER TO SELECT PROFILE AND COLOR
- CEDAR WOOD EAVE BRACKETS
- MINIMUM 7/8" THICK, 3-COAT STUCCO SYSTEM
- NOT USED
- NOT USED
- PRECAST CONCRETE SILL MOLDING
- 6" NATURAL BUILDING STONE
- 12"H x 24"W CULTURED STONE PANELS
- MODULAR BRICK, 7-5/8"L x 2-1/4"H x 3-5/8"D; 3/8" GROUT
- MODULAR BRICK SOLDIER COURSE
- MODULAR BRICK ROWLOCK COURSE
- CEDAR WOOD CANOPY, RE: DETAIL
- CEDAR WOOD BRACKETS AT ENTRY, RE: DETAIL
- HVAC CONDENSER LOCATION, VERIFY WITH MECHANICAL CONTRACTOR
- 8X TIMBER HEADER
- BUILDING ADDRESS AS APPROVED BY AUTHORITY HAVING JURISDICTION AND OWNER
- HIGH CAPACITY DOME VENT, RE: A600 SERIES
- PROPOSED LOCATION OF STUCCO CONTROL JOINTS
- ENTRY DOOR SYSTEM WITH TEMPERED GLAZING. SURROUNDING DOORFRAME WITH TEMPERED GLAZING SIDELITES AND TEMPERED TRANSOM.

EXTERIOR FINISH LEGEND

MARK	MATERIAL	COLOR	MANUF. / MODEL	REMARKS
CS-2	CULTURED STONE	LIGHT	TBD / 12"H x 24"W	VERIFY COLOR W/ OWNER
WS-1	7/8" 3-COAT STUCCO	BY OWNER (DARK)	OWNER SELECTED	OWNER TO SELECT MODEL & COLOR
WS-2	7/8" 3-COAT STUCCO	BY OWNER (LIGHT)	OWNER SELECTED	OWNER TO SELECT MODEL & COLOR

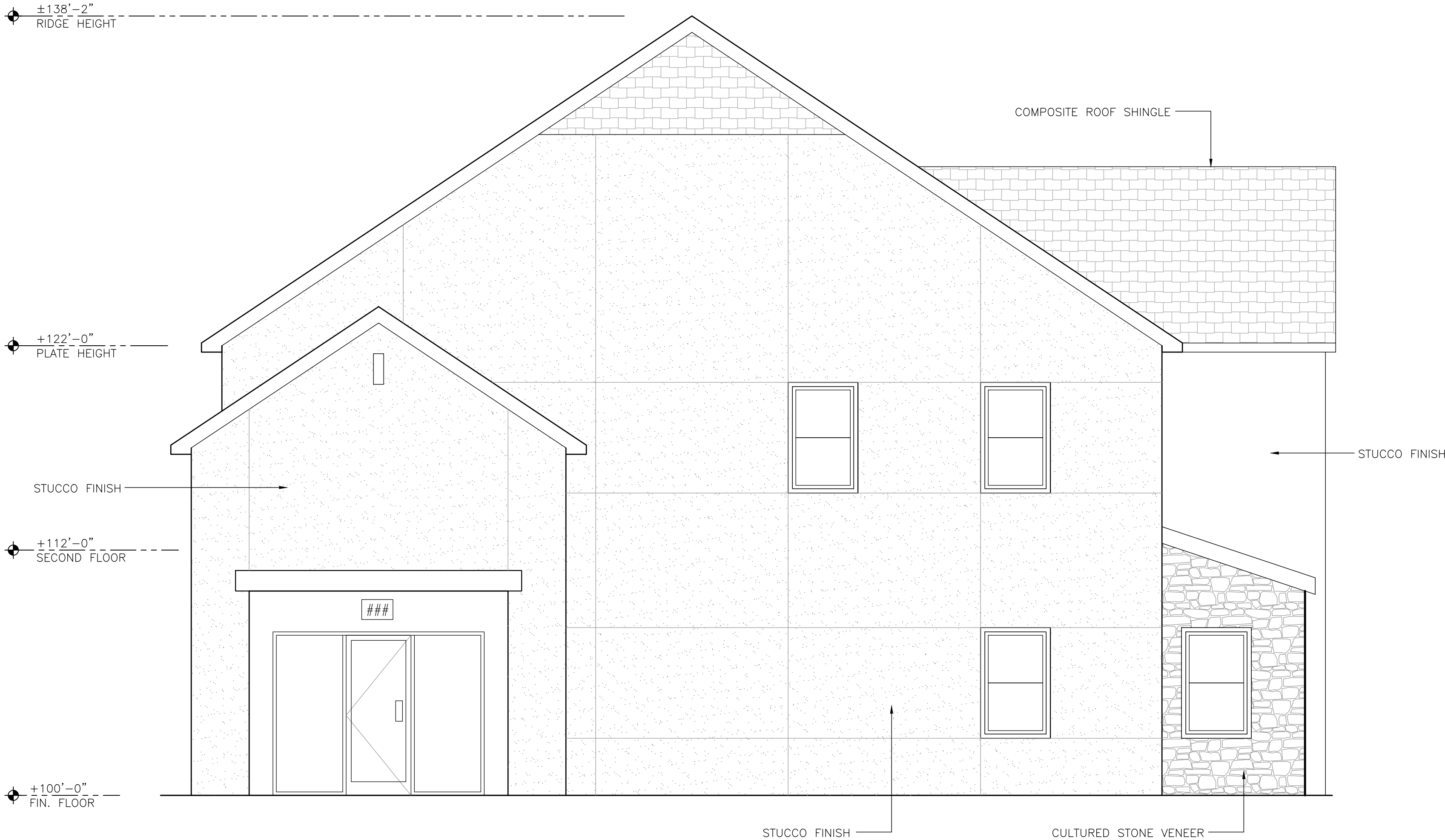
NOTE: ALL EXTERIOR GLASS TO BE 1" INSULATED; COLOR AND MODEL TO BE SELECTED BY OWNER.

ANY AND ALL BUILDING MOUNTED PARKING LIGHTING TO BE PROVIDED BY THE BUILDER ON A DESIGN/BUILD BASIS.

THE CONTRACTOR SELECTED LIGHT FIXTURE MUST BE SHIELDED AND FULLY COMPLY WITH THE BIXBY ZONING CODE SITE LIGHTING STANDARDS.



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

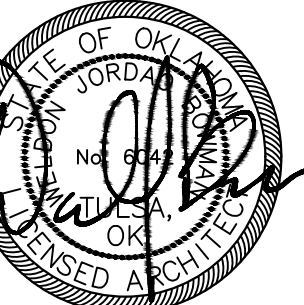


1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



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02/06/2023
WELDON BOWMAN, AIA
OK LICENSE NO. 6042
CA# 02461 EXPIRES 06/30/2023

PROJECT:

COZORT
OFFICE

PROJECT #
22247

7607 E 126 ST S
TULSA, OK
74008

CONSULTANT:

REVISIONS:

ISSUE DATE:

02.06.2023

SHEET NAME:

EXTERIOR
ELEVATIONS

SHEET #:

A301

GENERAL NOTES

- REFER TO SPECIFICATIONS FOR DETAILED PRODUCT INFORMATION SUCH AS SUBMITTAL REQUIREMENTS, SUBSTITUTION PROCEDURES, ACCEPTABLE MANUFACTURERS, SPECIFIC INSTALLATION REQUIREMENTS AND WARRANTY REQUIREMENTS.
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KEYNOTES

NOTE: NOT ALL KEYNOTES MAY BE USED ON THIS SHEET.

- COMPOSITE ROOF SHINGLES OVER 7/16" SOLARBORD
- RIDGE VENT; RE: A601
- PRE-FINISHED GUTTER, OWNER TO SELECT PROFILE AND COLOR
- PRE-FINISHED DOWNSPOUT, OWNER TO SELECT PROFILE AND COLOR
- CEDAR WOOD EAVE BRACKETS
- MINIMUM 7/8" THICK, 3-COAT STUCCO SYSTEM
- NOT USED
- NOT USED
- PRECAST CONCRETE SILL MOLDING
- 6" NATURAL BUILDING STONE
- 12"H x 24"W CULTURED STONE PANELS
- MODULAR BRICK, 7-5/8"L x 2-1/4"H x 3-5/8"D; 3/8" GROUT
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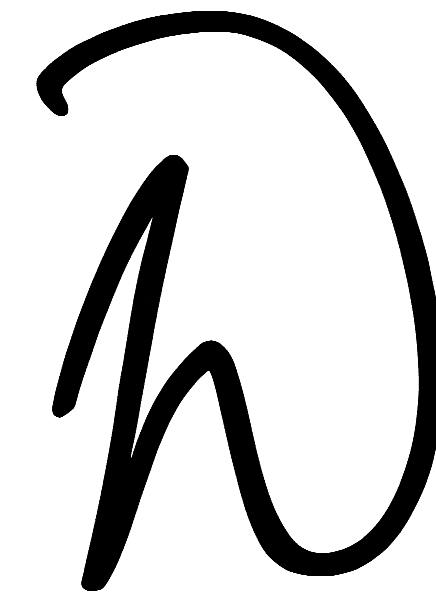
EXTERIOR FINISH LEGEND

MARK	MATERIAL	COLOR	MANUF. / MODEL	REMARKS
CS-2	CULTURED STONE	LIGHT	TBD / 12"H x 24"W	VERIFY COLOR W/ OWNER
WS-1	7/8" 3-COAT STUCCO	BY OWNER (DARK)	OWNER SELECTED	OWNER TO SELECT MODEL & COLOR
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NOTE: ALL EXTERIOR GLASS TO BE 1" INSULATED; COLOR AND MODEL TO BE SELECTED BY OWNER.

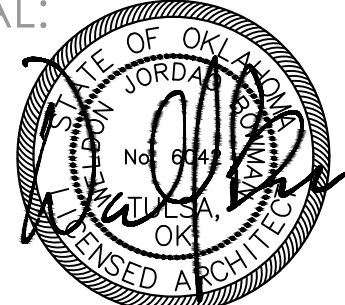
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ISSUE DATE:

02.06.2023

SHEET NAME:

EXTERIOR
ELEVATIONS

SHEET #:

A302

PUD 76

South Memorial Business Park

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION TWO (2)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

LEGEND

AC ACRES
B/L BUILDING LINE
BK PG BOOK & PAGE
CB CHORD BEARING
CD CHORD DISTANCE
Δ DELTA ANGLE
DOC DOCUMENT
ESMT EASEMENT
R/W RIGHT-OF-WAY
U/E UTILITY EASEMENT
1234 ADDRESS ASSIGNED
○ FOUND MONUMENT
● SET MONUMENT (SEE NOTE 2)

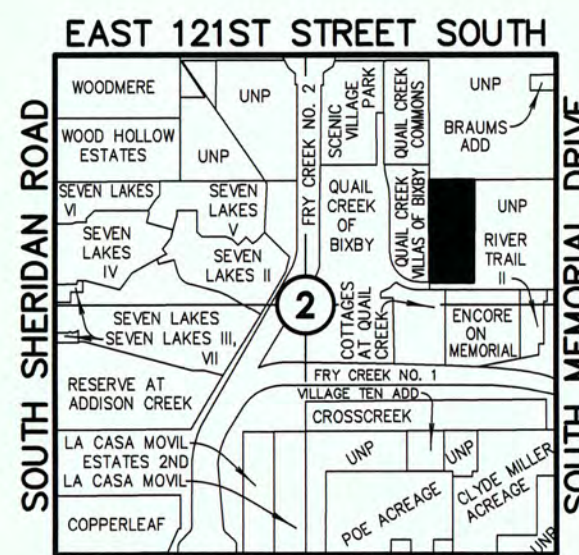
OWNER:
126th Street Office, LLC
CONTACT: STEVE WRIGHT
10632 S. Memorial Drive #330214
Tulsa, Oklahoma 74133
Phone: (918)951-6186

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2021
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



0 25 50 75
Scale: 1"= 50'
Tanner Consulting

R 13 E



Location Map

Scale: 1"= 2000'



SUBDIVISION CONTAINS:

THIRTEEN (13) LOTS
IN ONE (1) BLOCK
GROSS SUBDIVISION AREA: 11.290 ACRES

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$30,838.00 per trust receipt no.16685 to be applied to 2021 taxes. This certificate is NOT to be construed as payment of 2021 taxes in full but is given in order that this plat may be filed on record. 2021 taxes may exceed the amount of the security deposit.

Dated: 02/16/2021

John M. Funderburg

Acting Tulsa County Treasurer

Deputy

STATE OF OKLAHOMA } SS
COUNTY OF TULSA
I, MICHAEL WILLIS, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a file instrument now on file in my office.

Dated the 16th day of Feb. 2021

MICHAEL WILLIS, Tulsa County Clerk

Keligh Cox Deputy



Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
 - FOUND 3/8" IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION 2;
 - FOUND 3/8" IRON PIN AT THE SOUTHEAST CORNER OF "QUAIL CREEK VILLAGES OF BIXBY", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE PLAT RECORDED THEREOF (PLAT NO. 6698);THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 0°59'22" EAST.
- ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 126TH STREET SOUTH BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY DOCUMENT #2015041929.

FINAL PLAT CERTIFICATE OF APPROVAL

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

on Jan. 11, 2021

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

South Memorial Business Park

SHEET 1 OF 3

South Memorial Business Park

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION TWO (2)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: APPROVED

THAT 126TH STREET OFFICE, 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:

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SE/4 NE/4; THENCE NORTH 88°32'26" EAST ALONG THE NORTH LINE OF THE SE/4 NE/4, FOR A DISTANCE OF 463.28 FEET TO A POINT; THENCE SOUTH 00°59'22" EAST AND PARALLEL WITH THE WEST LINE OF THE SE/4 NE/4, FOR A DISTANCE OF 1063.53 FEET TO A POINT; THENCE SOUTH 89°01'15" WEST, FOR A DISTANCE OF 463.26 FEET TO A POINT ON SAID WEST LINE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF "QUAIL CREEK VILLAS OF BIXBY", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6698); THENCE NORTH 00°59'22" WEST ALONG THE WEST LINE, FOR A DISTANCE OF 1059.64 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 491,795 SQUARE FEET OR 11.290 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) 3/8" IRON PIN FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION 2;
- (2) 3/8" IRON PIN FOUND AT THE SOUTHEAST CORNER OF "QUAIL CREEK VILLAS OF BIXBY", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE PLAT RECORDED THEREOF (PLAT NO. 6698);

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 0°59'22" EAST.

126TH STREET OFFICE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO THIRTEEN (13) LOTS IN ONE (1) BLOCK AND HAS DESIGNATED THE SAME AS "SOUTH MEMORIAL BUSINESS PARK", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I - EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY DEDICATES FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING 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, 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 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 UTILITY EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE 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. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES 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, 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, EFFECTIVE, AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER 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 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 SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT 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 AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES SHALL BE REPORTED TO GAS SERVICE PROVIDER.

3. 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 STRUCTURES 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.

4. THE SUPPLIER OF GAS SERVICE, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

5. THE SUPPLIER OF GAS, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER FACILITIES, AND STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAINS, SANITARY SEWER FACILITIES, OR STORM SEWER FACILITIES. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED BY THE LOT OWNER IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER FACILITY, OR 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, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

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

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

4. THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH 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 SAID PUBLIC WATER, PUBLIC SANITARY SEWER, AND PUBLIC STORM SEWER MAINS AND FACILITIES.

5. ALL PUBLIC 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.

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

E. SURFACE DRAINAGE

EACH LOT WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM ADJACENT STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SAID OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND THE CITY OF BIXBY, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY 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.

G. MUTUAL ACCESS AND COMMON AREA EASEMENT

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, A PERPETUAL AND NON-EXCLUSIVE MUTUAL ACCESS AND COMMON AREA EASEMENT IS HEREBY ESTABLISHED FOR PRIVATE MUTUAL ACCESS DRIVES AND PARKING, ENTRY FEATURES, PERMITTED SIGNAGE, LANDSCAPING, OPEN SPACE, IRRIGATION, LIGHTING, FENCING, WASTE DISPOSAL, UTILITIES, AND OTHER USES AS DETERMINED BY THE PROPERTY OWNERS' ASSOCIATION TO BE OF COMMON BENEFIT TO THE OWNERS WITHIN THE SUBDIVISION AND AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA.

2. THE PERPETUAL, NON-EXCLUSIVE MUTUAL ACCESS AND COMMON AREA EASEMENT ESTABLISHED HEREINABOVE, AS DEPICTED ON THE ACCOMPANYING PLAT, IS HEREBY GRANTED, BY OWNER/DEVELOPER TO ALL OWNERS OF LOTS WITHIN THE SUBDIVISION SUBSEQUENT TO THE OWNER/DEVELOPER AND TO THE PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, AND FOR COMMON AREA USES INCLUDING, FOR PURPOSES OF THIS EASEMENT GRANT BUT NOT TO PRECLUDE FUTURE PURPOSES BY SUBSEQUENT EASEMENT GRANT, ONLY THE FOLLOWING: PARKING, ENTRY FEATURES, PERMITTED SIGNAGE, LANDSCAPING, OPEN SPACE, IRRIGATION, LIGHTING, FENCING, WASTE DISPOSAL, AND UTILITIES. SAID EASEMENT SHALL BE FOR THE MUTUAL USE AND BENEFIT ALL OWNERS OF LOTS WITHIN THE SUBDIVISION SUBSEQUENT TO THE OWNER/DEVELOPER AND THE PROPERTY OWNERS' ASSOCIATION, AND THEIR RESPECTIVE GUESTS AND INVITEES, AND SHALL BE APPURTENANT TO EACH LOT. OWNER/DEVELOPER HEREBY GRANTS TO THE CITY OF BIXBY, OKLAHOMA, TO THE UNITED POSTAL SERVICE, TO 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 MUTUAL ACCESS DRIVES LOCATED WITHIN THE EASEMENT AND TO OPERATE THEREON ALL SERVICE, EMERGENCY, AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE, FIRE, AND EMERGENCY MEDICAL VEHICLES AND EQUIPMENT.

3. OWNER/DEVELOPER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, COVENANTS WITH THE CITY OF BIXBY, OKLAHOMA, THAT THERE SHALL BE PROVIDED AND MAINTAINED, EXTENDING THE FULL LENGTH OF THE MUTUAL ACCESS AND COMMON AREA EASEMENT AREA, PAVING A MINIMUM OF 20 FEET IN WIDTH, SUFFICIENT TO PERMIT PASSAGE OF EMERGENCY VEHICLES, THAT NO BUILDING, STRUCTURE, FENCE, WALL, OR OTHER ABOVE GROUND OBSTRUCTION WILL BE PLACED, ERECTED, INSTALLED, OR PERMITTED WITHIN SAID PAVING AREA; THAT THE EASEMENT AREA WILL BE MAINTAINED IN A CONDITION SUITABLE FOR THE USES DESCRIBED HEREIN; AND FURTHER COVENANTS THAT, IN THE EVENT THE TERMS OF THIS SUBSECTION ARE VIOLATED, SUCH VIOLATION WILL BE CORRECTED IMMEDIATELY UPON RECEIPT OF NOTICE FROM THE CITY. IF THE VIOLATION IS NOT CORRECTED, THE CITY SHALL HAVE THE RIGHT TO ENTER SAID EASEMENT AREA AND REMOVE OR OTHERWISE ELIMINATE SUCH VIOLATION, AND THE COST SHALL BE PAID BY THE PROPERTY OWNERS' ASSOCIATION. IN THE EVENT THE PROPERTY OWNERS' ASSOCIATION FAILS TO PAY THE COSTS AFTER RECEIPT OF A STATEMENT OF COSTS, THE CITY 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 LOTS IN THE SUBDIVISION. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BIXBY.

4. ALL COSTS AND EXPENSES ASSOCIATED WITH THE MUTUAL ACCESS AND COMMON AREA EASEMENT, INCLUDING MAINTENANCE OF THE PRIVATE ACCESS DRIVES AND SHARED PARKING AND VARIOUS OTHER IMPROVEMENTS, SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS' ASSOCIATION. SEE SECTION III FOR ADDITIONAL DETAILS AND REQUIREMENTS.

5. EACH LOT OWNER AND TENANT 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 MUTUAL ACCESS AND COMMON AREA EASEMENT AND FURTHER AGREES THAT NEITHER THE CITY OF BIXBY NOR THE OWNER/DEVELOPER SHALL BE LIABLE TO THE LOT OWNER OR TENANT 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 OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

SECTION II - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, SOUTH MEMORIAL BUSINESS PARK WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 76) AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA, CITY CODE (BIXBY ZONING CODE), AND

WHEREAS PUD NO. 76 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON FEBRUARY 27, 2013, AND APPROVED BY THE BIXBY CITY COUNCIL ON MARCH 25, 2013, AND

WHEREAS, PUD NO. 76 MAJOR AMENDMENT NO. 1 WAS SUBMITTED AND WAS AFFIRMATIVELY 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, 2013, AND

WHEREAS, PUD NO. 76 MINOR AMENDMENT NO. 3 WAS SUBMITTED AND WAS APPROVED BY THE CITY OF BIXBY PLANNING COMMISSION ON MAY 18, 2020, AND BY THE CITY COUNCIL OF THE CITY OF BIXBY ON MAY 26, 2020, AND

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

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

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

A. DEVELOPMENT STANDARDS

DEVELOPMENT AREA H (ALL OF BLOCK 1)

GROSS LAND AREA:	11.715 AC
NET LAND AREA:	11.290 AC
PERMITTED USES:	USES PERMITTED AS A MATTER OF RIGHT IN THE CG ZONING DISTRICT, AND OFFICE/WAREHOUSING AS SET FORTH WITHIN <u>USE UNIT 23 WAREHOUSING AND WHOLESALING</u> , AND CUSTOMARY ACCESSORY USES.
MAXIMUM FLOOR AREA RATIO:	0.50
MAXIMUM BUILDING HEIGHT:	40 FT.
MINIMUM BUILDING SETBACKS:	
FROM NON-ARTERIAL STREET RIGHT-OF-WAY:	25 FT.
FROM RESIDENTIAL DEVELOPMENT AREAS:	50 FT.
FROM OTHER BOUNDARIES:	0 FT.
MINIMUM LANDSCAPING:	10% OF NET LOT AREA
MINIMUM OFF-STREET PARKING:	
OFFICE BUILDINGS:	1 PER 350 SF *
ALL OTHER USES	AS REQUIRED WITHIN THE APPLICABLE USE UNIT *
MINIMUM LOT WIDTH & FRONTAGE:	0 FT. **
OTHER BULK AND AREA REQUIREMENTS:	AS REQUIRED WITHIN A CS DISTRICT.

* WITH RESPECT TO EACH INDIVIDUAL LOT, PARKING MAY BE PROVIDED OFFSITE IN COMMON AREAS SECURED BY EASEMENT / AGREEMENT. RATIOS PERTAIN TO THE INITIAL BUILDING TYPE CONSTRUCTED, AND THEN HOLD FOR THE ENTIRE DEVELOPMENT AREA H REGARDLESS OF FUTURE OCCUPANCIES. NOTWITHSTANDING MAXIMUM FLOOR AREA RATIO AND/OR OTHER RESTRICTIONS ON BUILDING FLOOR AREA WITHIN THIS PUD, BUILDING FLOOR AREA SHALL ADDITIONALLY BE LIMITED TO THAT WHICH CAN BE SUPPORTED BY THE TOTAL NUMBER OF PARKING SPACES CONSTRUCTED WITHIN DEVELOPMENT AREA H WITH THE FOREGOING MINIMUM PARKING RATIOS APPLIED

** NO MINIMUM LOT WIDTH OR STREET FRONTAGE IS REQUIRED, PROVIDED LEGAL ACCESS IS SECURED BY MUTUAL ACCESS EASEMENT AND ALL PRIVATE MUTUAL ACCESS DRIVES SHALL MEET ALL CITY OF BIXBY REQUIREMENTS

South Memorial Business Park

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION TWO (2)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

SECTION II - PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

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, PROVIDED HOWEVER, IF AN ADJOINING RESIDENTIAL DISTRICT IS UNDEVELOPED OR USED FOR NONRESIDENTIAL PURPOSES, REQUIRED SCREENING MAY BE DEFERRED UNTIL RESIDENTIAL DEVELOPMENT OCCURS.

3. LIGHTING

EXTERIOR LIGHTING SHALL BE LIMITED TO SHIELDED FIXTURES DESIGNED TO DIRECT LIGHT DOWNWARD. LIGHTING SHALL BE DESIGNED 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

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 AND EAST 126TH STREET SOUTH, THAT CONNECTS TO THE TWO ARTERIAL STREETS. 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.

6. SIGNS

SIGNS SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF THE BIXBY ZONING CODE EXCEPT AS MODIFIED HEREIN. PROVIDED, HOWEVER, PRIOR TO INSTALLATION, A DETAILED SIGN PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE BIXBY PLANNING COMMISSION. SIGNS IDENTIFYING AN INTERIOR PROPERTY MAY BE LOCATED OFF SITE WITHIN A PARCEL LOCATED WITHIN SCENIC VILLAGE PARK AS FURTHER OUTLINED HEREIN, BUT SHALL REQUIRE A DETAILED SIGN PLAN BE SUBMITTED TO AND APPROVED BY THE BIXBY PLANNING COMMISSION.

BUSINESS SIGNS SHALL BE LIMITED AS FOLLOWS:

- 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.
- A PROJECT IDENTIFICATION SIGN MAY BE LOCATED ALONG 121ST ST. S., BUT SHALL NOT EXCEED 35 FEET IN HEIGHT AND 230 SQUARE FEET OF DISPLAY SURFACE AREA.
- 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.
- ONE (1) COMBINED DEVELOPMENT ENTRANCE SIGN SHALL BE PERMITTED ALONG 126TH STREET SOUTH, IDENTIFYING BUSINESSES AND USES LOCATED ANYWHERE WITHIN DEVELOPMENT AREA H, BUT SHALL NOT EXCEED 35 FEET IN HEIGHT OR 230 SQUARE FEET OF DISPLAY SURFACE AREA.
- WITHIN DEVELOPMENT AREA H, BUSINESSES LOCATED ON INTERIOR LOTS MAY ADDITIONALLY BE SERVED BY ONE (1) ONSITE GROUND SIGN, NOT TO EXCEED 10' IN HEIGHT OR 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 MARSHAL, CITY ENGINEER AND CITY ATTORNEY SHALL BE MET.

SECTION III - PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER/DEVELOPER SHALL FORM, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN THE SUBDIVISION, WHICH SHALL BE A NOT-FOR-PROFIT CORPORATE ENTITY (HEREIN REFERRED TO AS THE "PROPERTY OWNERS' ASSOCIATION", WITHOUT FURTHER QUALIFICATION, OR THE "ASSOCIATION"). THE PROPERTY OWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE PRIVATE MUTUAL ACCESS DRIVES AND COMMON PARKING AND VARIOUS OTHER IMPROVEMENTS WITHIN THE MUTUAL ACCESS AND COMMON AREA EASEMENT, OTHER COMMON AREAS WITHIN THE SUBDIVISION, AND OTHER PROPERTY WHICH MAY FROM TIME TO TIME BE FOR THE COMMON USE OR BENEFIT OF THE ASSOCIATION, FOR MAKING IMPROVEMENTS OR MAINTAINING OTHER PRIVATE FACILITIES, AND FOR OTHERWISE ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP

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

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE PROPERTY OWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS INCLUDING, WITHOUT LIMITATION, PRIVATE MUTUAL ACCESS DRIVES AND COMMON PARKING AND VARIOUS OTHER IMPROVEMENTS WITHIN THE MUTUAL ACCESS AND COMMON AREA EASEMENT, AS DESIGNATED ON THE ATTACHED PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION THAT WILL BE CREATED WITH THE FORMATION OF THE PROPERTY OWNERS' ASSOCIATION AND THE BYLAWS OF THE PROPERTY OWNERS' ASSOCIATION. AN UNPAID ASSESSMENT SHALL BE A LIEN AGAINST THE LOT WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR, OR REPLACEMENT OF A CAPITAL IMPROVEMENT WITHIN THE MUTUAL ACCESS AND COMMON AREA EASEMENT OR OTHER COMMON AREAS OF THE SUBDIVISION INCLUDING, WITHOUT LIMITATION, THE COST OF CONSTRUCTION, REPAIR, REPLACEMENT, MAINTENANCE, AND/OR RECONSTRUCTION OF THE PRIVATE DRIVES IN SAID EASEMENT AND THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED TO SUCH CAPITAL IMPROVEMENT, AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE ASSOCIATION'S BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED FOR IN THE ASSOCIATION'S BYLAWS. THE AMOUNT OF SUCH SPECIAL ASSESSMENT SHALL

BE DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND SHALL BE COLLECTED AND PAID TO THE ASSOCIATION.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

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

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

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/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. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I OR II, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY OR ANY OWNER OF A LOT IN THE SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE PROVISIONS OF SECTION III PROPERTY OWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY ANY OWNER OF A LOT WITHIN THE SUBDIVISION AND THE PROPERTY OWNERS' ASSOCIATION DESCRIBED IN SECTION III. 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 IN THE SUBDIVISION OR THE PROPERTY OWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

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 OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I EASEMENTS AND UTILITIES AND SECTION IV 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 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 PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD 76 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 76 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL.

THE COVENANTS CONTAINED WITHIN SECTION III PROPERTY OWNERS' ASSOCIATION AND ANY OTHER SECTION OF THIS DEED OF DEDICATION WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE CITY OF BIXBY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST 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 (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 AND RESTRICTIONS 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.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 4 DAY OF FEBRUARY, 2021.

126TH STREET OFFICE, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: 
JULIUS PUMA, MANAGER

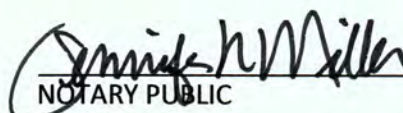
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 4 DAY OF FEBRUARY, 2021, PERSONALLY APPEARED JULIUS PUMA, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF 126TH STREET OFFICE, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, 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 LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

03/08/2024

MY COMMISSION EXPIRES:


NOTARY PUBLIC

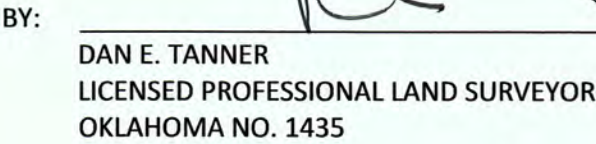


CERTIFICATE OF SURVEY

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 "SOUTH MEMORIAL BUSINESS PARK", 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 4 DAY OF FEBRUARY, 2021.



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

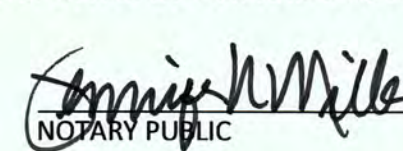
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 4 DAY OF FEBRUARY, 2021, 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 ABOVE WRITTEN.

03/08/2024

MY COMMISSION EXPIRES:


NOTARY PUBLIC



Scenic Village Park

PUD 76 Minor Amendment # 3

11.290 acres West of South Memorial Drive,
South of East 121st Street South

Bixby, Oklahoma

Owner

RLD Holdings, LLC
c/o 126th Street Office, LLC
Attn.: Steve Wright
10632 S. Memorial Dr.
#330214
Tulsa, OK 74133
castlerock1@cox.net

Applicant/Consultant

Tanner Consulting, LLC
Attn.: Ricky Jones
5323 South Lewis Avenue
Tulsa, OK 74105
ricky@tannerbaitshop.com

April 7, 2020

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I. PROPERTY DESCRIPTION

Development Area “H” within PUD 76 “**Scenic Village Park**,” is an 11.290-acre development located west of South Memorial Drive and south of East 121st Street South, in the City of Bixby, Oklahoma, and is more particularly described within the following statement:

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SE/4 NE/4; THENCE NORTH 88°32'26" EAST ALONG THE NORTH LINE OF THE SE/4 NE/4, FOR A DISTANCE OF 463.28 FEET TO A POINT; THENCE SOUTH 00°59'22" EAST AND PARALLEL WITH THE WEST LINE OF THE SE/4 NE/4, FOR A DISTANCE OF 1063.53 FEET TO A POINT; THENCE SOUTH 89°01'15" WEST, FOR A DISTANCE OF 463.26 FEET TO A POINT ON SAID WEST LINE; THENCE NORTH 00°59'22" WEST ALONG THE WEST LINE, FOR A DISTANCE OF 1059.64 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 491,795 SQUARE FEET OR 11.290 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) 3/8" IRON PIN FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4, NE/4) OF SECTION 2;
- (2) 3/8" IRON PIN FOUND AT THE SOUTHEAST CORNER OF "QUAIL CREEK VILLAS OF BIXBY", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE PLAT RECORDED THEREOF (PLAT NO. 6698);

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 0°59'22" EAST.

The above described property will hereinafter be referred to as the “Site” or “Subject Property.”

II. DEVELOPMENT CONCEPT

Development area “H” of Planned Unit Development (PUD) No. 76 (“Scenic Village Park”) was originally approved with the overall mixed-use PUD in 2013 and was approved for uses permitted by right in the CG (Commercial General) zoning district along with Use Unit 23 use “office/warehousing.”

The developer proposes to develop the site as **South Memorial Business Park**, for professional and business offices, as reflected on the Preliminary Plat submitted along with this amendment.

This PUD 76 Minor Amendment # 3 is a request to establish a minimum parking ratio for the development, provide for shared parking, allow private mutual access drives in lieu of street frontage, remove the 20’ setback internal to the office park, and provide flexibility for signage, among other details. This application also provides that, upon Planning Commission approval of a Conceptual Site Plan, City Staff may review and approve individual detailed site, landscaping, fencing/screening, signage, building elevation, and lighting plans. Strict development standards including architecture, location, landscaping and use of masonry have been established by the original PUD in order to continue the highest standard of development for both **South Memorial Business Park** and the existing and anticipated surrounding uses.

III. PROJECT HISTORY AND SCOPE

Planned Unit Development No. 76 “Scenic Village Park” (“PUD 76”) was approved by the Bixby City Council on March 25, 2013, consisted of approximately 92 acres, and is located on the south side of East 121st Street South, west of South Memorial Drive. PUD 76 contains eight (8) development areas permitting multiple uses including assisted living, commercial, office and residential.

Major Amendment # 1 to PUD 76, comprising a part of the original PUD 76, was affirmatively recommended for approval by the Bixby Planning Commission on September 30, 2013 and was approved by the Bixby City Council on October 14, 2013. Major Amendment # 1 provided for single family residential use of PUD 76 Development Areas C, D, and G.

Major Amendment # 2 to PUD 76, comprising a part of the original PUD 76, was tabled indefinitely by the Bixby Planning Commission on October 21, 2013, as requested by letter from the Applicant dated October 18, 2013.

Minor Amendment # 1 to PUD 76, comprising part of PUD 76 Development Area B, was approved by the Bixby Planning Commission on February 18, 2014. Minor Amendment # 1 pertained to development standards for signage and parking for the Covenant Place assisted living facility.

BXPUD-16.03 “The Cottages at Quail Creek” was affirmatively recommended by the Bixby Planning Commission on August 15, 2016 and was approved by the Bixby City Council on September 12, 2016. BXPUD-16.03 included part of PUD 76, Reserve A and Lot 40, Block 2, Quail Creek of Bixby, approximately ½ acre, and abrogated PUD 76 for the concerned part.

Major Amendment # 3 to PUD 76, comprising Development Areas C and D, was affirmatively recommended by the Bixby Planning Commission on February 21, 2017 and was approved by the Bixby City Council on February 27, 2017. Major Amendment # 3 reduced side-yard setbacks abutting streets from 20’ to 10’, increased front-yard setbacks to 25’ to correspond with the recorded plat of “Quail Creek of Bixby”, and recognized the abrogation of PUD 76 for that part rezoned pursuant to BXPUD-16.03.

Minor Amendment # 2 to PUD 76, “Quail Creek Commons,” comprising Development Areas E and F, was conditionally approved by the Bixby Planning Commission June 18, 2018. Minor Amendment # 2 established minimum parking ratios, provided flexibility for signage and off-street loading, and provided an approval process for the Conceptual and Detailed Site Plans, among other details. “Quail Creek Commons” was platted November 02, 2018 as Plat No. 6819.

PUD 76 Major Amendment # 4 was a request to permit Use Unit 6 detached and Use Unit 7A attached single family (townhouse) uses within Development Area “H,” and provide appropriate development standards for same. The parallel development standards were for the residential development option; the existing commercial development standards would remain in place in the

event the property would be developed non-residentially. The Planning Commission reviewed the application December 17, 2018. The Bixby City Council denied the application January 14, 2019.

This PUD 76 Minor Amendment # 3 is a request to provide flexibility for an office park development, including parking, street frontage, signage, and provide an approval process for the Conceptual and Detailed Site Plans, among other details.

Unless specifically modified herein (PUD 76 Minor Amendment # 3), the approved permitted uses and development standards of the original PUD 76 (as modified by previous approved amendments) shall remain in full force and effect. Original PUD exhibits have not been updated for purposes of this Amendment.

IV. AMENDED DEVELOPMENT STANDARDS

- A. Within Development Area “H,” the following are the amended development standards for “MINIMUM OFF-STREET PARKING”:

“Office buildings:	1 per 350 SF *
All other uses	As required within the applicable use unit *

Add asterisk text: “* With respect to each individual lot, parking may be provided offsite in common areas secured by easement / agreement. Ratios pertain to the initial building type constructed, and then hold for the entire Development Area H regardless of future occupancies. Notwithstanding maximum floor area ratio and/or other restrictions on building floor area within this PUD, building floor area shall additionally be limited to that which can be supported by the total number of parking spaces constructed within Development Area H with the foregoing minimum parking ratios applied.”

- B. Within Development Area “H,” add “MINIMUM LOT WIDTH & FRONTAGE: 0 ft. **”

Add asterisk text: “** No minimum lot width or street frontage is required, provided legal access is secured by mutual access easement and all private mutual access drives shall meet all City of Bixby requirements”

- C. Within Development Area “H,” change the “MINIMUM BUILDING SETBACK: ... FROM OTHER BOUNDARIES” to “0 ft.”

- D. Within Section III.F, the following is the amended development standards for “Signs”:

“Signs shall comply with the applicable provisions of the Bixby Zoning Code except as modified herein, provided, however, prior to installation, a detailed sign plan shall be submitted to and approved by the Bixby Planning Commission. Signs identifying an interior property may be located off site within a parcel located within Scenic Village Park as further outlined herein, but shall require a detailed sign plan be submitted to and approved by the Bixby Planning Commission.

Business signs shall be limited as follows:

[Subsections 1 : 3 remain the same]

4. One (1) combined development entrance sign shall be permitted along 126th Street South, identifying businesses and uses located

anywhere within Development Area H, but shall not exceed 35 feet in height or 230 square feet of display surface area.

5. Within Development Area H, businesses located on interior lots may additionally be served by one (1) onsite ground sign, not to exceed 10' in height or 150 square feet in display surface area.

E. Within Section III.J, the following is the amended development standards for "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."



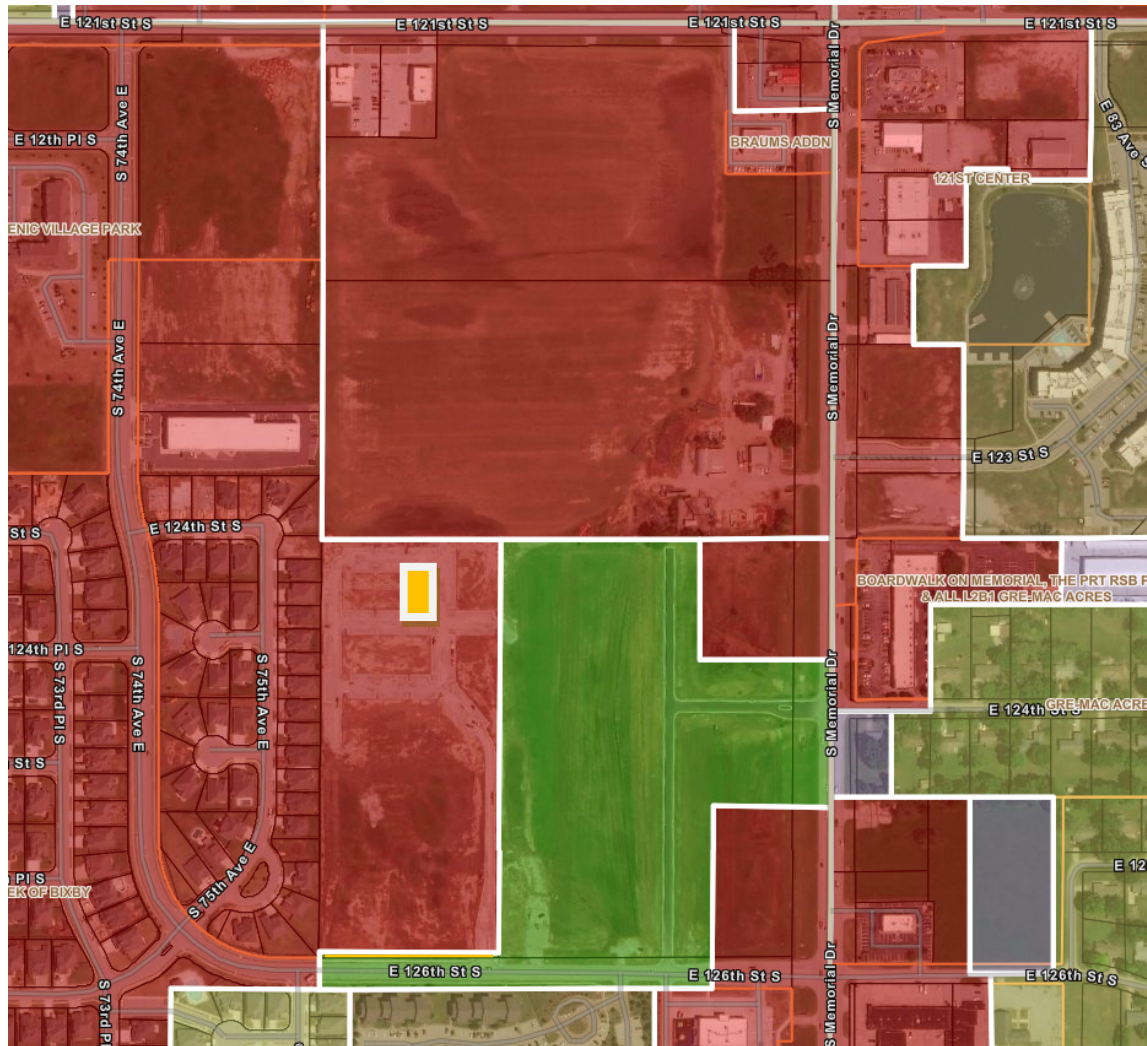
CITY OF BIXBY
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby Planning Commission
From: O.C. Walker, Development Services Director / City Planner
Date: Monday, March 20, 2023
RE: Marlee Office No. 3
Location: 7631 East 126th Street South, Bixby, Oklahoma
STR: Section 2, Township 17N, Range 13E
Applicant: W-Design, Christopher Smith

Request: The applicant requests approval of Site Plan BXSP-23.04 for Marlee Office No. 3
Staff Review: According to PUD 76, Minor Amendment for “Scenic Village Park,” that was approved by Bixby City Council on August 30, 2021 detailed site plan shall be approved by Bixby Planning Commission prior to a building permit being issued.
Existing Zoning; Use: Development Area is currently zoned “CG” (Commercial General) and Planned Unit Development (PUD) 76.
Proposed Use: Commercial Business

Exhibit A: City of Bixby Zoning Map

**Staff Comments:**

Planning Staff comments are as follows:

- Provide names of abutting streets to provide egress and ingress onto the site.
- The exterior walls of leasing offices shall have a minimum finish of not less than 45% masonry materials excluding windows and doors.
- All landscaping and lighting shall be in according with PUD 76.

Engineering Comments: The staff has not received Engineering comments at this time.

Attachments:

Exhibit A: City of Bixby Zoning Map

Exhibit B: Site Plan

GENERAL NOTES

DETAILED SITE PLAN

- A. ALL DIMENSIONS SHOWN ARE MEASURED FROM PROPERTY LINE, FACE OF CURB, OR FACE OF BUILDING, UNLESS NOTED OTHERWISE.
- B. CONTRACTOR SHALL MAINTAIN A TWO (2) FOOT SEPARATION BETWEEN GAS LINE CONDUITS AND ALL OTHER CONDUIT LINES.
- C. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF ALL CONDUITS PRIOR TO THE INSTALLATION OF PAVING.
- D. BUILDINGS SHOWN ON THIS PLAN ARE REPRESENTATIVE ONLY AND NOT FOR CONSTRUCTION, REFER TO ARCHITECTURAL DRAWINGS.
- E. CONTRACTOR TO COORDINATE ALL UTILITY SERVICES WITH THEIR RESPECTIVE SUPPLIER.
- F. ALL UTILITY SERVICE CONNECTIONS SHALL BE INSTALLED AS REQUIRED PER RESPECTIVE CITY CODES AND SPECIFICATIONS.
- G. ACCESSIBLE PARKING STALL SIGNS SHALL BE CENTERED ON THEIR RESPECTIVE PARKING STALL. SIGNS SHALL BEAR THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND ONE SIGN SHALL ALSO BE LABELED VAN ACCESSIBLE. BOTTOM OF SIGNS SHALL BE A MINIMUM OF 60" AND A MAXIMUM OF 72" ABOVE THE SIDEWALK.
- H. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION.
- I. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION STAKING.
- J. NO LIGHT POLE SITE LIGHTING. ALL PARKING LIGHTING IS PROVIDED FROM BUILDING MOUNTED SHIELDED LIGHTING FIXTURES.
- K. PATCH AND REPAIR ANY EXISTING SITE ELEMENTS (SOIL, LANDSCAPE, PAVING, ETC.) DISTURBED DURING THE CONSTRUCTION PROCESS.
- L. CONTRACTOR TO ENSURE AREAS OF NEW PAVING ALONG THE EGRESS ROUTE ADJOINING EXISTING HORIZONTAL SURFACES SHALL BE FLUSH IN NATURE WITH LESS THAN ¼" VERTICAL RISE.
- M. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE SITE PRIOR TO BIDDING TO INSPECT THE SITE AND FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS AFFECTING AREAS OF NEW CONSTRUCTION. THE CONTRACTOR SHALL NOT DISPUTE OR ASSERT THAT THERE IS ANY MISUNDERSTANDING IN REGARDS TO LOCATION, EXTENT, NATURE OR AMOUNT OF WORK TO BE PERFORMED UNDER THIS CONTRACT DUE TO THE CONTRACTOR'S FAILURE TO PERFORM THESE DUTIES.
- N. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UNDERGROUND UTILITIES IN ALL AREAS AFFECTED BY NEW WORK PRIOR TO COMMENCEMENT OF ANY EXCAVATION. EXISTING UTILITIES SHOWN ON THE DRAWINGS ARE APPROXIMATE ROUTING LOCATIONS AS BEST DETERMINED FROM EXISTING SURVEY BUT SHOULD NOT BE CONSTRUED TO REPRESENT ALL EXISTING UTILITIES.
- O. FIELD VERIFY IS DEFINED AS FOLLOWS: THE GENERAL CONTRACTOR IS REQUIRED TO FIELD SURVEY THE NOTED CONDITION AND/OR DIMENSION PRIOR TO CONSTRUCTION OR PREPARATION OF SUBMITTAL SHOP DRAWINGS AND INTEGRATE FIELD SURVEY INFORMATION INTO THE CONSTRUCTION



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

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

SITE DATA: PUD 76

SOUTH MEMORIAL BUSINESS PARK: LOT 9 BLK 1
DEVELOPMENT AREA H

LAND AREA SUMMARY

LOT 3 LAND AREA 22,022 SF (.505 ACRES)

LANDSCAPE AREA REQUIRED 2,202 SF (10%)
LANDSCAPE AREA PROVIDED 5,468 SF (24.8%)

SITE DATA:

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

PROPOSED FLOOR AREA RATIO: .14.4

PARKING SPACE REQUIREMENT:

OFFICE / RATIO PER USE: 1/350
NUMBER OF SPACES REQUIRED: 17.5
NUMBER OF EXISTING SPACES PROVIDED: 32 (SHARED PARKING DEVELOPMENT)

ACCESSIBLE SPACES REQUIRED: 1 VAN / 1 STANDARD
ACCESSIBLE SPACES PROVIDED: 0 (SHARED PARKING DEVELOPMENT)

IMPERVIOUS AREA:

TOTAL SITE AREA (LOT 3) 22,022 SF (.505 AC)

EXISTING IMPERVIOUS AREA: 11,652 SF
PROPOSED IMPERVIOUS AREA: 4,558 SF
NET INCREASE: 4,558 SF

SETBACKS:

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

LEGAL DESCRIPTION:

LOT 9, BLOCK 1, SOUTH MEMORIAL BUSINESS PARK, CITY OF BIXBY, STATE OF OKLAHOMA

EXTERIOR LIGHTING:

NO POLE LIGHTS PROVIDED.

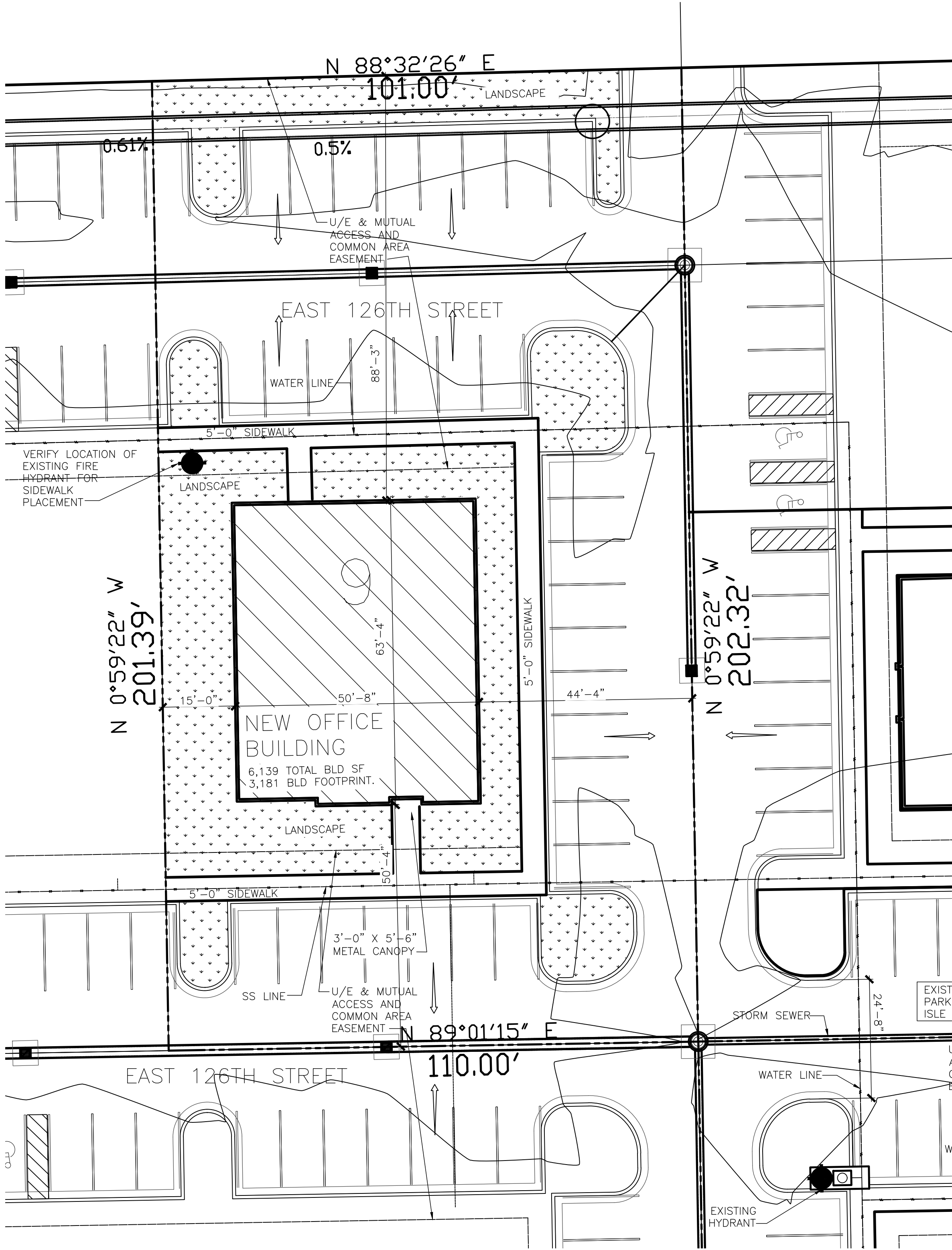


Location Map

Scale: 1"= 2000'



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



2 ENLARGED SITE PLAN

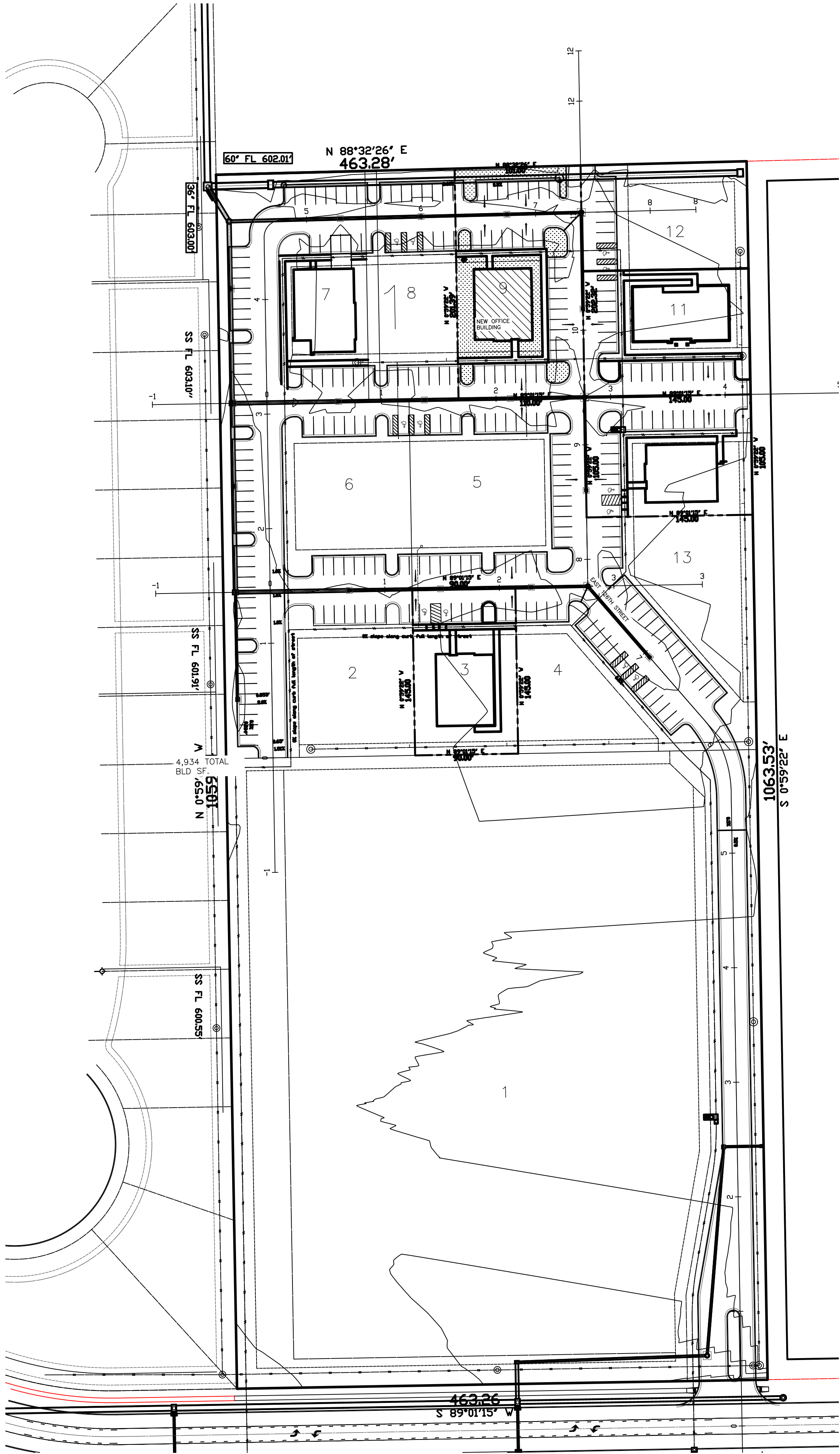
SCALE: 1/16" = 1'-0"

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



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

FOR CITY OF BIXBY SITE
PLAN APPROVAL ONLY



1 OVERALL SITE PLAN

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

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



ARCHITECTURE & INTERIORS

608 East 3rd Street

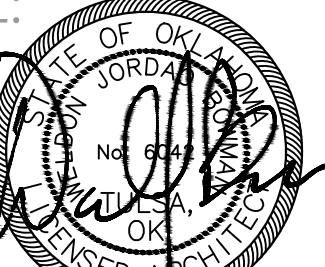
Tulsa, OK 74120

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www.wdesignsite.com

SEAL:



2/6/2023
WELDON BOWMAN, AIA
OK LICENSE NO. 6042
CA# 02461 EXPIRES 06/30/2023

PROJECT:

MARLEE
OFFICE #3
(BIXBY)

PROJECT #
23009
7631 EAST 126TH
STREET SOUTH
BIXBY, OK
74008

CONSULTANT:

REVISIONS:

ISSUE DATE:

2.6.2023

SHEET NAME:

ARCHITECTURAL
SITE PLAN

SHEET #:

A101

DRAWN BY: DGP

GENERAL NOTES

LANDSCAPE PLAN

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

CITY OF BIXBY ZONING CODE

LANDSCAPE PLAN

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

GENERAL NOTES

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

BED PREPARATION AND PLANTING

LANDSCAPE PLAN

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

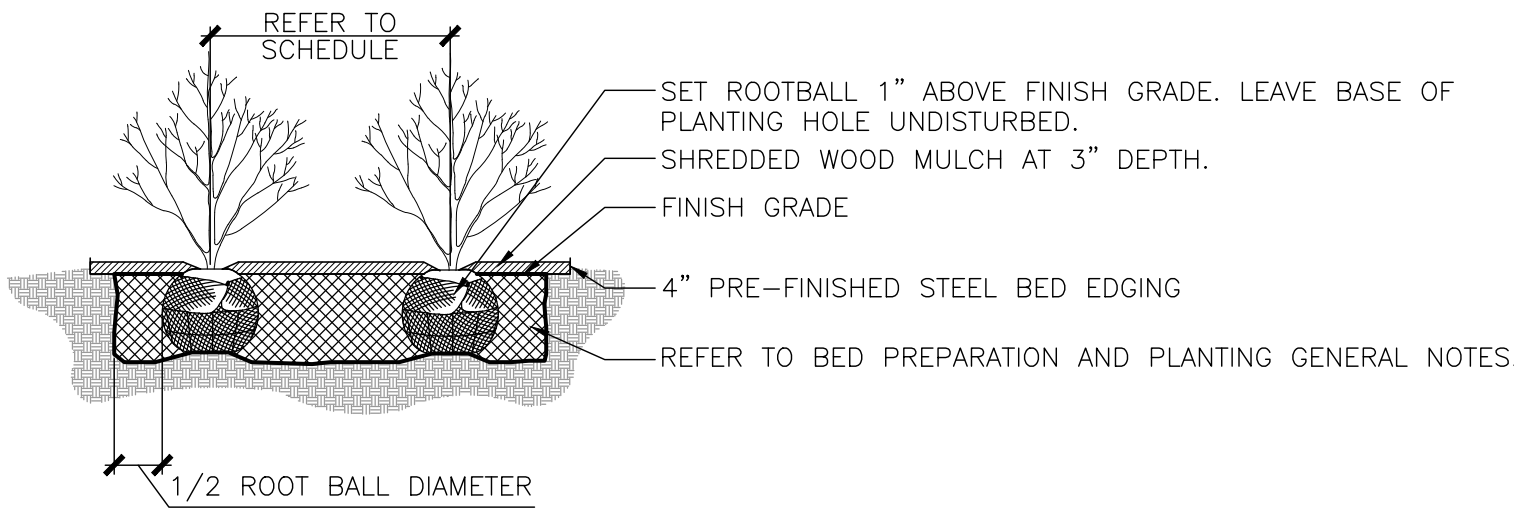
LEGEND

SOD / PLANTING AREA .



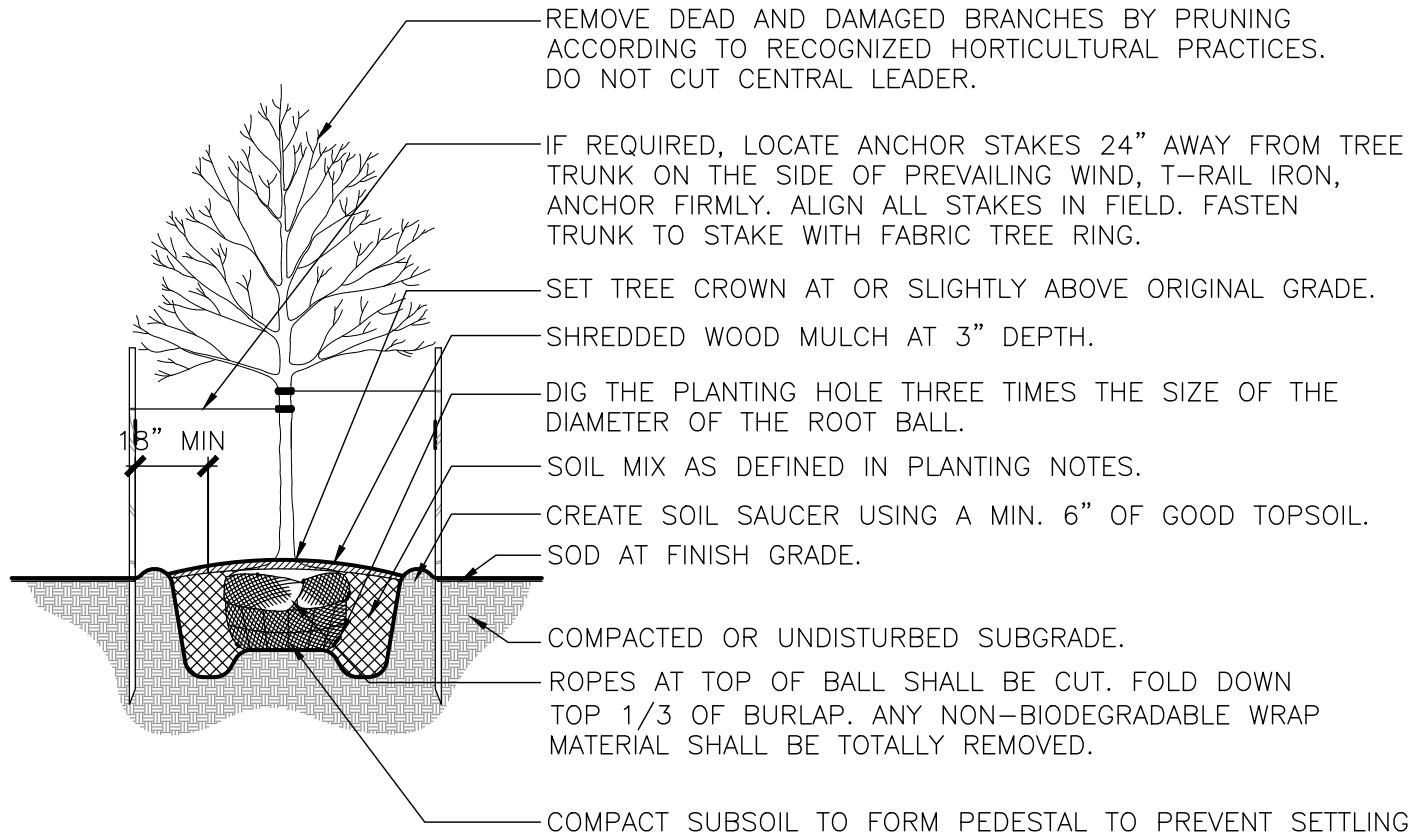
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A T & T COMPANY
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OKLAHOMA NATURAL GAS COMPANY
SOUTHWESTERN BELL TELEPHONE COMPANY
AMERICAN ELECTRIC POWER (PSD)



3 SHRUB MASS PLANTING DETAIL

SCALE: N.T.S.



2 TREE PLANTING DETAIL

SCALE: N.T.S.

FOR CITY OF BIXBY SITE
PLAN APPROVAL ONLY



wdesign
ARCHITECTURE & INTERIORS
608 East 3rd Street
Tulsa, OK 74120
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SEAL:



2/6/2023
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PROJECT:

**MARLEE
OFFICE #3
(BIXBY)**

**PROJECT #
23009
7631 EAST 126TH
STREET SOUTH
BIXBY, OK
74008**

CONSULTANT:

REVISIONS:

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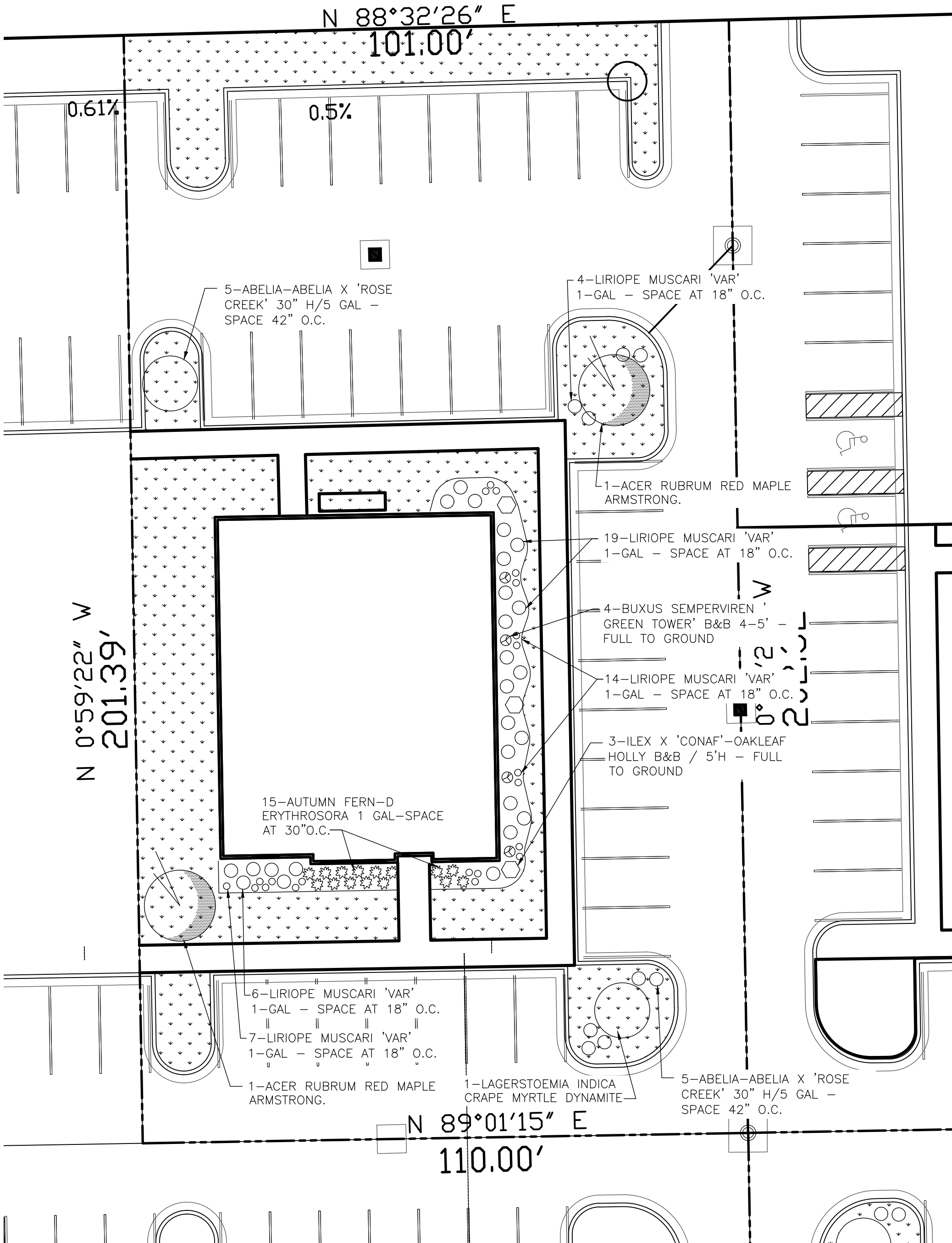
SHEET NAME:

**LANDSCAPE
PLAN**

SHEET #:

L101

DRAWN BY: DGP



1 ARCHITECTURAL LANDSCAPE PLAN

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

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

0 16'-0" 32'-0"

GENERAL NOTES

1. REFER TO SPECIFICATIONS FOR DETAILED PRODUCT INFORMATION SUCH AS SUBMITTAL REQUIREMENTS, SUBSTITUTION PROCEDURES, ACCEPTABLE MANUFACTURERS, SPECIFIC INSTALLATION REQUIREMENTS AND WARRANTY REQUIREMENTS.
2. EXTERIOR PAINT COLORS TO BE APPROVED BY OWNER PRIOR TO COMMENCEMENT OF WORK. G.C. TO PROVIDE A MOCK-UP AREA ON EXTERIOR OF BUILDING FOR OWNER'S APPROVAL OF FINISHES AT EACH FINISH LOCATION.
4. ALL EXTERIOR BUILDING MATERIALS TO MATCH MANUFACTURER, MODEL AND COLOR AS SHOWN ON THE EXTERIOR FINISH SCHEDULE. A SAMPLE OF ALL SUBSTITUTIONS TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL PRIOR TO PROCUREMENT.
5. ALL EXTERIOR PAINT TO HAVE EGGSHELL SHEEN. G.C. TO VERIFY WITH OWNER PRIOR TO PROCUREMENT.
6. OWNER TO APPROVE WINDOW AND DOOR STYLES PRIOR TO PROCUREMENT.
7. G.C. TO PROVIDE GUTTER AND DOWNSPOUTS ON A DESIGN/BUILD BASIS. DOWNSPOUTS TO BE CONNECTED TO THE UNDERGROUND STORM SEWER, RE: CIVIL DRAWINGS. GUTTER AND DOWNSPOUT LOCATIONS TO BE APPROVED BY OWNER. FINISH TO BE SELECTED BY OWNER.
8. ALL ROOF FLASHING TO MATCH ADJACENT ROOFING FINISH.

KEYNOTES ELEVATIONS NOTE: NOT ALL KEYNOTES MAY BE USED ON THIS SHEET.

1. COMPOSITE ROOF SHINGLES OVER 7/16" SOLARBORD.
2. STANDING SEAM METAL ROOF. COLOR SELECTED BY OWNER
3. HIGH CAPACITY DOME VENT, RE: A600.
4. PRE-FINISHED GUTTER, OWNER TO SELECT PROFILE AND COLOR.
5. PRE-FINISHED DOWNSPOUT, OWNER TO SELECT PROFILE AND COLOR.
6. CEDAR WOOD EAVE BRACKETS
7. MINIMUM 7/8" THICK, 3-COAT STUCCO SYSTEM.
8. MINIMUM 7/8" THICK, 3-COAT STUCCO SYSTEM WITH COLOR AND V-GROOVES TO SIMULATE CASTSTONE
9. PROPOSED LOCATION OF STUCCO CONTROL JOINTS.
10. BRASS PLATE WITH BUILDING ADDRESS AS APPROVED BY AUTHORITY HAVING JURISDICTION AND OWNER.
11. EMERGENCY LIGHT FIXTURE, WALL MOUNT, TYP.
12. MODULAR BRICK, 7-5/8"L X 2-1/4"H X 3-5/8"D; 3/8" GROUT
13. HVAC CONDENSER LOCTION, VERIFY WITH MECHANICAL CONTRACTOR AND OWNER
14. NOT USED
15. ENTRY DOOR SYSTEM WITH TEMPERED GLAZING. SURROUNDING DOORFRAME WITH TEMPERED GLAZING SIDELITES AND TEMPERED TRANSOM.
16. MAN DOOR
17. PRE-FINISHED ALUMINUM CANOPY SYSTEM, BY OTHERS
18. WALL PACK LIGHT FIXTURE W/ EMERGENCY BATTERY BACKUP

EXTERIOR FINISH LEGEND

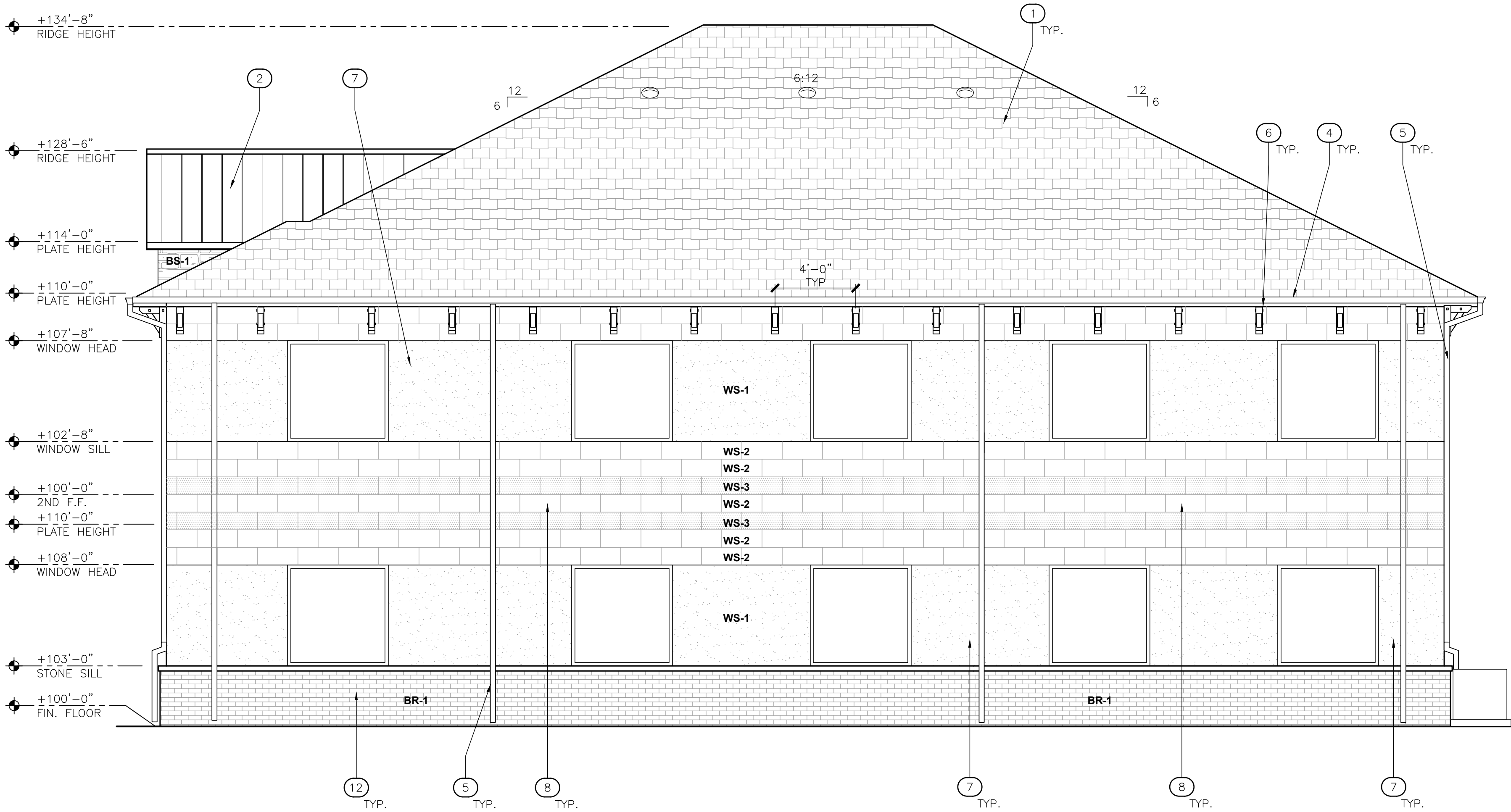
MARK	MATERIAL	COLOR	MANUF. / MODEL	REMARKS
BR-1	MODULAR BRICK	ONYX	TBD / 7-5/8"L x 2-1/4"H x 3-5/8"D	VERIFY COLOR W/ OWNER
BS-1	BUILDING STONE	BY OWNER	TBD / 6" DEPTH	VERIFY COLOR W/ OWNER
WS-1	7/8" 3-COAT STUCCO	BY OWNER	OWNER SELECTED	OWNER TO SELECT MODEL & COLOR
WS-2	7/8" 3-COAT STUCCO SIMULATE CAST STONE	LIGHT	TBD / 12"H x 24"W	VERIFY COLOR W/ OWNER
WS-3	7/8" 3-COAT STUCCO SIMULATE CAST STONE	DARK	TBD / 12"H x 24"W	VERIFY COLOR W/ OWNER

NOTE: ALL EXTERIOR GLASS TO BE 1" INSULATED; COLOR AND MODEL TO BE SELECTED BY OWNER.

ANY AND ALL BUILDING MOUNTED PARKING LIGHTING TO BE PROVIDED BY THE BUILDER ON A DESIGN/BUILD BASIS.

THE CONTRACTOR SELECTED LIGHT FIXTURE MUST BE SHIELDED AND FULLY COMPLY WITH THE BIXBY ZONING CODE SITE LIGHTING STANDARDS.

FOR CITY OF BIXBY SITE PLAN APPROVAL ONLY



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"



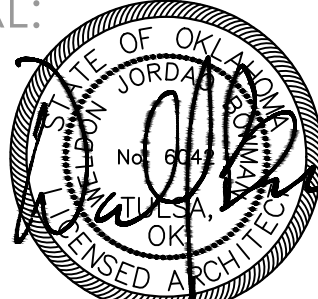
1 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



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STREET SOUTH
BIXBY, OK
74008

CONSULTANT:

REVISIONS:

ISSUE DATE:

2.6.2023

SHEET NAME:

EXTERIOR
ELEVATIONS

SHEET #:

A301

GENERAL NOTES

1. REFER TO SPECIFICATIONS FOR DETAILED PRODUCT INFORMATION SUCH AS SUBMITTAL REQUIREMENTS, SUBSTITUTION PROCEDURES, ACCEPTABLE MANUFACTURERS, SPECIFIC INSTALLATION REQUIREMENTS AND WARRANTY REQUIREMENTS.
2. EXTERIOR PAINT COLORS TO BE APPROVED BY OWNER PRIOR TO COMMENCEMENT OF WORK. G.C. TO PROVIDE A MOCK-UP AREA ON EXTERIOR OF BUILDING FOR OWNER'S APPROVAL OF FINISHES AT EACH FINISH LOCATION.
4. ALL EXTERIOR BUILDING MATERIALS TO MATCH MANUFACTURER, MODEL AND COLOR AS SHOWN ON THE EXTERIOR FINISH SCHEDULE. A SAMPLE OF ALL SUBSTITUTIONS TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL PRIOR TO PROCUREMENT.
5. ALL EXTERIOR PAINT TO HAVE EGGSHELL SHEEN. G.C. TO VERIFY WITH OWNER PRIOR TO PROCUREMENT.
6. OWNER TO APPROVE WINDOW AND DOOR STYLES PRIOR TO PROCUREMENT.
7. G.C. TO PROVIDE GUTTER AND DOWNSPOUTS ON A DESIGN/BUILD BASIS. DOWNSPOUTS TO BE CONNECTED TO THE UNDERGROUND STORM SEWER, RE: CIVIL DRAWINGS. GUTTER AND DOWNSPOUT LOCATIONS TO BE APPROVED BY OWNER. FINISH TO BE SELECTED BY OWNER.
8. ALL ROOF FLASHING TO MATCH ADJACENT ROOFING FINISH.

KEYNOTES ELEVATIONS

1. COMPOSITE ROOF SHINGLES OVER 7/16" SOLARBORD.
2. STANDING SEAM METAL ROOF. COLOR SELECTED BY OWNER
3. HIGH CAPACITY DOME VENT, RE: A600.
4. PRE-FINISHED GUTTER, OWNER TO SELECT PROFILE AND COLOR.
5. PRE-FINISHED DOWNSPOUT, OWNER TO SELECT PROFILE AND COLOR.
6. CEDAR WOOD EAVE BRACKETS
7. MINIMUM 7/8" THICK, 3-COAT STUCCO SYSTEM.
8. MINIMUM 7/8" THICK, 3-COAT STUCCO SYSTEM WITH COLOR AND V-GROOVES TO SIMULATE CASTSTONE
9. PROPOSED LOCATION OF STUCCO CONTROL JOINTS.
10. BRASS PLATE WITH BUILDING ADDRESS AS APPROVED BY AUTHORITY HAVING JURISDICTION AND OWNER.
11. EMERGENCY LIGHT FIXTURE, WALL MOUNT, TYP.
12. MODULAR BRICK, 7-5/8"L X 2-1/4"H X 3-5/8"D; 3/8" GROUT
13. HVAC CONDENSER LOCTION, VERIFY WITH MECHANICAL CONTRACTOR AND OWNER
14. NOT USED
15. ENTRY DOOR SYSTEM WITH TEMPERED GLAZING. SURROUNDING DOORFRAME WITH TEMPERED GLAZING SIDELITES AND TEMPERED TRANSOM.
16. MAN DOOR
17. PRE-FINISHED ALUMINUM CANOPY SYSTEM, BY OTHERS
18. WALL PACK LIGHT FIXTURE W/ EMERGENCY BATTERY BACKUP

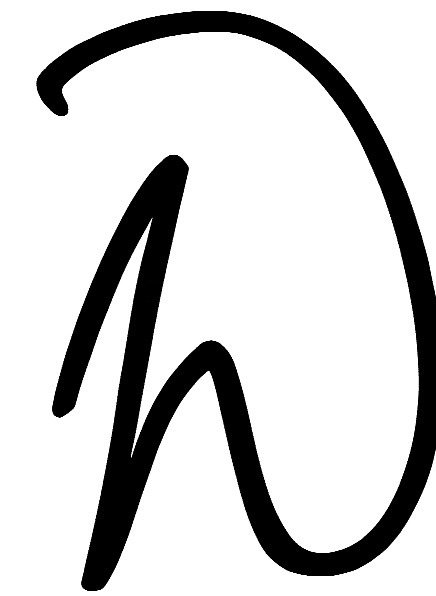
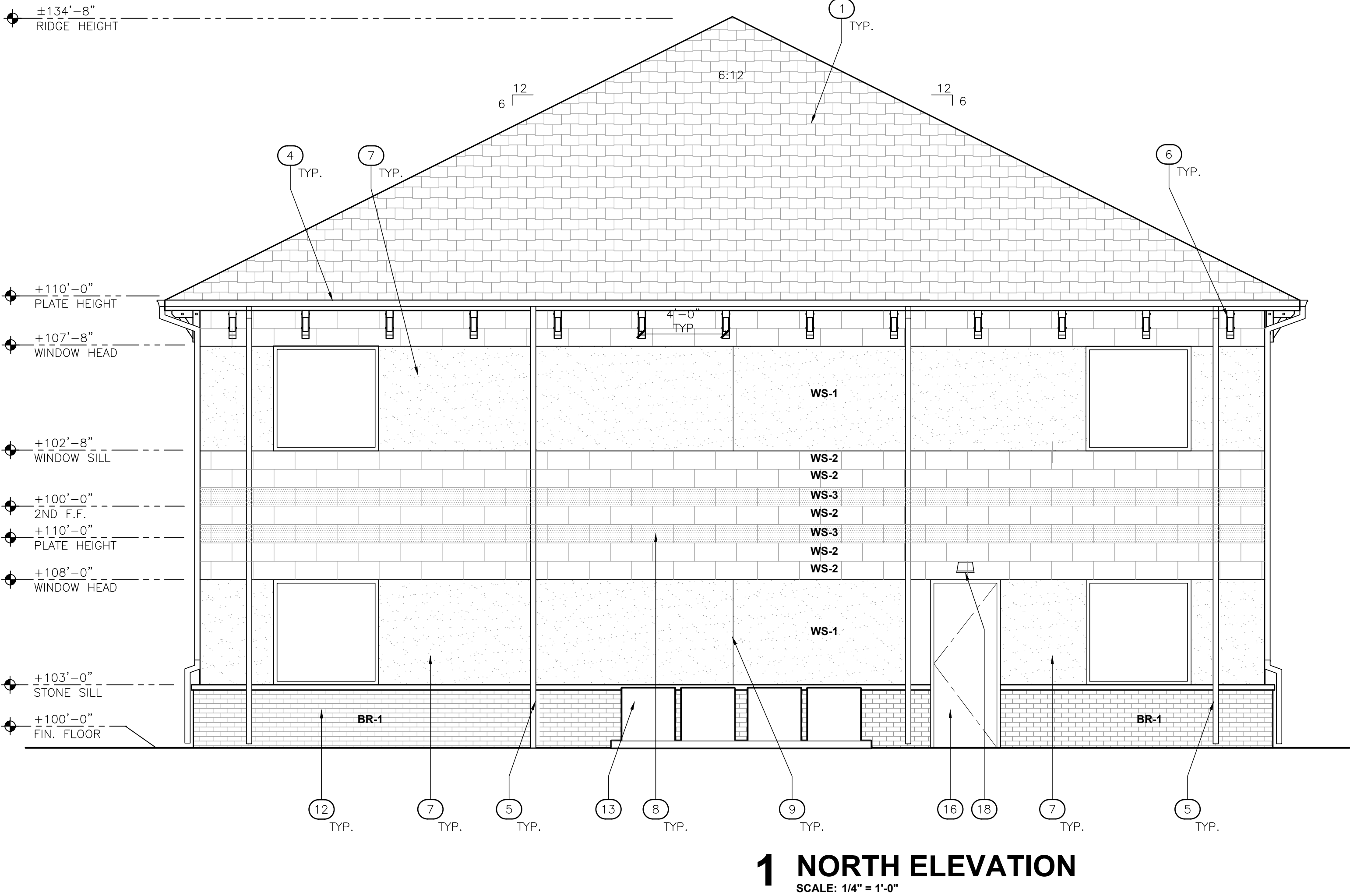
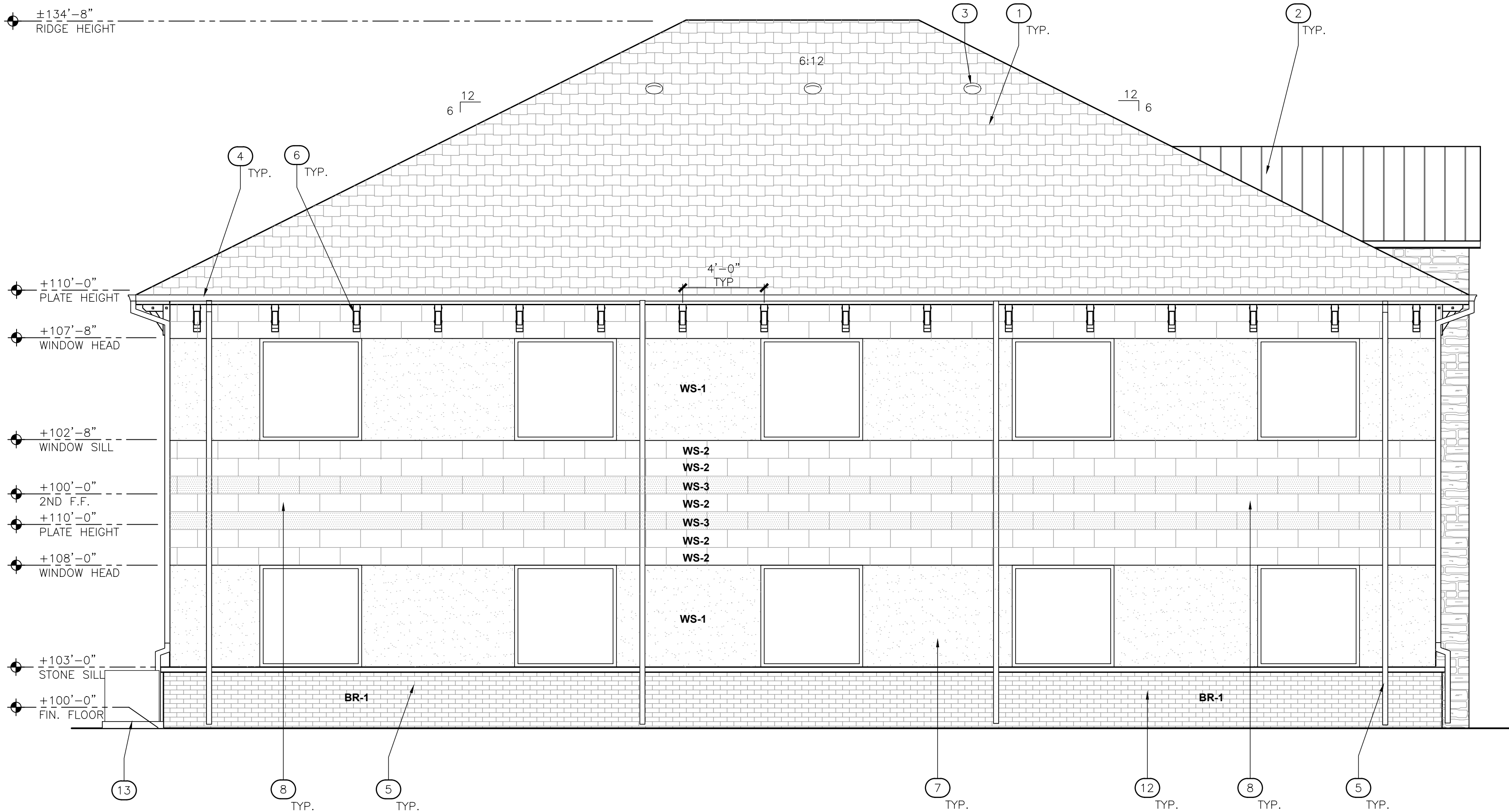
EXTERIOR FINISH LEGEND

MARK	MATERIAL	COLOR	MANUF. / MODEL	REMARKS
BR-1	MODULAR BRICK	ONYX	TBD / 7-5/8"L x 2-1/4"H x 3-5/8"D	VERIFY COLOR W/ OWNER
BS-1	BUILDING STONE	BY OWNER	TBD / 6" DEPTH	VERIFY COLOR W/ OWNER
WS-1	7/8" 3-COAT STUCCO	BY OWNER	OWNER SELECTED	OWNER TO SELECT MODEL & COLOR
WS-2	7/8" 3-COAT STUCCO SIMULATE CAST STONE	LIGHT	TBD / 12"H x 24"W	VERIFY COLOR W/ OWNER
WS-3	7/8" 3-COAT STUCCO SIMULATE CAST STONE	DARK	TBD / 12"H x 24"W	VERIFY COLOR W/ OWNER

NOTE: ALL EXTERIOR GLASS TO BE 1" INSULATED; COLOR AND MODEL TO BE SELECTED BY OWNER.

ANY AND ALL BUILDING MOUNTED PARKING LIGHTING TO BE PROVIDED BY THE BUILDER ON A DESIGN/BUILD BASIS.

THE CONTRACTOR SELECTED LIGHT FIXTURE MUST BE SHIELDED AND FULLY COMPLY WITH THE BIXBY ZONING CODE SITE LIGHTING STANDARDS.



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608 East 3rd Street
Tulsa, OK 74120
Office: 918.794.6616
Fax: 918.794.6602
www.wdesignsite.com

SEAL:



PROJECT:

MARLEE
OFFICE #3
(BIXBY)

PROJECT #
23009
7631 EAST 126TH
STREET SOUTH
BIXBY, OK
74008

CONSULTANT:

REVISIONS:

ISSUE DATE:

2.6.2023

SHEET NAME:

EXTERIOR
ELEVATIONS

SHEET #:

A302

PUD 76

South Memorial Business Park

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION TWO (2)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

LEGEND

AC ACRES
B/L BUILDING LINE
BK PG BOOK & PAGE
CB CHORD BEARING
CD CHORD DISTANCE
Δ DELTA ANGLE
DOC DOCUMENT
ESMT EASEMENT
R/W RIGHT-OF-WAY
U/E UTILITY EASEMENT
1234 ADDRESS ASSIGNED
○ FOUND MONUMENT
● SET MONUMENT (SEE NOTE 2)

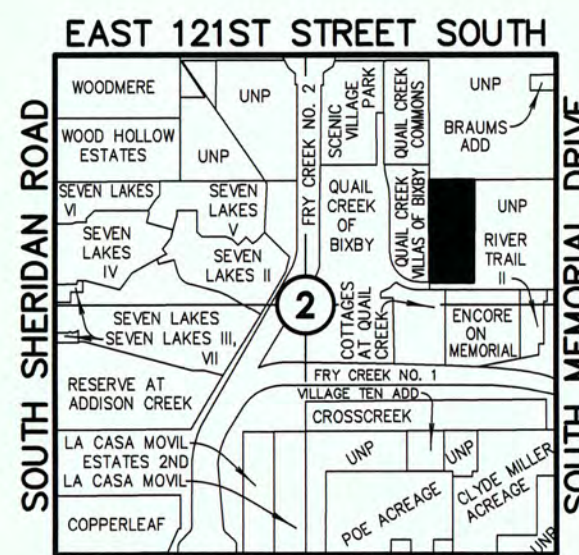
OWNER:
126th Street Office, LLC
CONTACT: STEVE WRIGHT
10632 S. Memorial Drive #330214
Tulsa, Oklahoma 74133
Phone: (918)951-6186

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2021
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



0 25 50 75
Scale: 1"= 50'
Tanner Consulting

R 13 E



Location Map

Scale: 1"= 2000'



SUBDIVISION CONTAINS:

THIRTEEN (13) LOTS
IN ONE (1) BLOCK

GROSS SUBDIVISION AREA: 11.290 ACRES

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$30,838.00 per trust receipt no.16685 to be applied to 2021 taxes. This certificate is NOT to be construed as payment of 2021 taxes in full but is given in order that this plat may be filed on record. 2021 taxes may exceed the amount of the security deposit.

Dated: 02/16/2021

John M. Funderburg

Acting Tulsa County Treasurer

Deputy

STATE OF OKLAHOMA } SS

COUNTY OF TULSA

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

Dated the 16th day of Feb. 2021

MICHAEL WILLIS, Tulsa County Clerk

Keligh Cox Deputy



Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
 - FOUND 3/8" IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION 2;
 - FOUND 3/8" IRON PIN AT THE SOUTHEAST CORNER OF "QUAIL CREEK VILLAGES OF BIXBY", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE PLAT RECORDED THEREOF (PLAT NO. 6698);THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 0°59'22" EAST.
- ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 126TH STREET SOUTH BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY DOCUMENT #2015041929.

FINAL PLAT CERTIFICATE OF APPROVAL

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

on Jan. 11, 2021

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

South Memorial Business Park

SHEET 1 OF 3

DATE OF PREPARATION: February 3, 2021

South Memorial Business Park

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION TWO (2)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: APPROVED

THAT 126TH STREET OFFICE, 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:

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SE/4 NE/4; THENCE NORTH 88°32'26" EAST ALONG THE NORTH LINE OF THE SE/4 NE/4, FOR A DISTANCE OF 463.28 FEET TO A POINT; THENCE SOUTH 00°59'22" EAST AND PARALLEL WITH THE WEST LINE OF THE SE/4 NE/4, FOR A DISTANCE OF 1063.53 FEET TO A POINT; THENCE SOUTH 89°01'15" WEST, FOR A DISTANCE OF 463.26 FEET TO A POINT ON SAID WEST LINE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF "QUAIL CREEK VILLAS OF BIXBY", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6698); THENCE NORTH 00°59'22" WEST ALONG THE WEST LINE, FOR A DISTANCE OF 1059.64 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 491,795 SQUARE FEET OR 11.290 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) 3/8" IRON PIN FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION 2;
- (2) 3/8" IRON PIN FOUND AT THE SOUTHEAST CORNER OF "QUAIL CREEK VILLAS OF BIXBY", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE PLAT RECORDED THEREOF (PLAT NO. 6698);

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 0°59'22" EAST.

126TH STREET OFFICE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO THIRTEEN (13) LOTS IN ONE (1) BLOCK AND HAS DESIGNATED THE SAME AS "SOUTH MEMORIAL BUSINESS PARK", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I - EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY DEDICATES FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING 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, 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 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 UTILITY EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE 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. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES 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, 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, EFFECTIVE, AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER 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 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 SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT 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 AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES SHALL BE REPORTED TO GAS SERVICE PROVIDER.

3. 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 STRUCTURES 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.

4. THE SUPPLIER OF GAS SERVICE, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

5. THE SUPPLIER OF GAS, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER FACILITIES, AND STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAINS, SANITARY SEWER FACILITIES, OR STORM SEWER FACILITIES. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED BY THE LOT OWNER IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER FACILITY, OR 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, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

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

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

4. THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH 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 SAID PUBLIC WATER, PUBLIC SANITARY SEWER, AND PUBLIC STORM SEWER MAINS AND FACILITIES.

5. ALL PUBLIC 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.

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

E. SURFACE DRAINAGE

EACH LOT WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM ADJACENT STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SAID OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND THE CITY OF BIXBY, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY 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.

G. MUTUAL ACCESS AND COMMON AREA EASEMENT

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, A PERPETUAL AND NON-EXCLUSIVE MUTUAL ACCESS AND COMMON AREA EASEMENT IS HEREBY ESTABLISHED FOR PRIVATE MUTUAL ACCESS DRIVES AND PARKING, ENTRY FEATURES, PERMITTED SIGNAGE, LANDSCAPING, OPEN SPACE, IRRIGATION, LIGHTING, FENCING, WASTE DISPOSAL, UTILITIES, AND OTHER USES AS DETERMINED BY THE PROPERTY OWNERS' ASSOCIATION TO BE OF COMMON BENEFIT TO THE OWNERS WITHIN THE SUBDIVISION AND AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA.

2. THE PERPETUAL, NON-EXCLUSIVE MUTUAL ACCESS AND COMMON AREA EASEMENT ESTABLISHED HEREINABOVE, AS DEPICTED ON THE ACCOMPANYING PLAT, IS HEREBY GRANTED, BY OWNER/DEVELOPER TO ALL OWNERS OF LOTS WITHIN THE SUBDIVISION SUBSEQUENT TO THE OWNER/DEVELOPER AND TO THE PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, AND FOR COMMON AREA USES INCLUDING, FOR PURPOSES OF THIS EASEMENT GRANT BUT NOT TO PRECLUDE FUTURE PURPOSES BY SUBSEQUENT EASEMENT GRANT, ONLY THE FOLLOWING: PARKING, ENTRY FEATURES, PERMITTED SIGNAGE, LANDSCAPING, OPEN SPACE, IRRIGATION, LIGHTING, FENCING, WASTE DISPOSAL, AND UTILITIES. SAID EASEMENT SHALL BE FOR THE MUTUAL USE AND BENEFIT ALL OWNERS OF LOTS WITHIN THE SUBDIVISION SUBSEQUENT TO THE OWNER/DEVELOPER AND THE PROPERTY OWNERS' ASSOCIATION, AND THEIR RESPECTIVE GUESTS AND INVITEES, AND SHALL BE APPURTENANT TO EACH LOT. OWNER/DEVELOPER HEREBY GRANTS TO THE CITY OF BIXBY, OKLAHOMA, TO THE UNITED POSTAL SERVICE, TO 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 MUTUAL ACCESS DRIVES LOCATED WITHIN THE EASEMENT AND TO OPERATE THEREON ALL SERVICE, EMERGENCY, AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE, FIRE, AND EMERGENCY MEDICAL VEHICLES AND EQUIPMENT.

3. OWNER/DEVELOPER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, COVENANTS WITH THE CITY OF BIXBY, OKLAHOMA, THAT THERE SHALL BE PROVIDED AND MAINTAINED, EXTENDING THE FULL LENGTH OF THE MUTUAL ACCESS AND COMMON AREA EASEMENT AREA, PAVING A MINIMUM OF 20 FEET IN WIDTH, SUFFICIENT TO PERMIT PASSAGE OF EMERGENCY VEHICLES, THAT NO BUILDING, STRUCTURE, FENCE, WALL, OR OTHER ABOVE GROUND OBSTRUCTION WILL BE PLACED, ERECTED, INSTALLED, OR PERMITTED WITHIN SAID PAVING AREA; THAT THE EASEMENT AREA WILL BE MAINTAINED IN A CONDITION SUITABLE FOR THE USES DESCRIBED HEREIN; AND FURTHER COVENANTS THAT, IN THE EVENT THE TERMS OF THIS SUBSECTION ARE VIOLATED, SUCH VIOLATION WILL BE CORRECTED IMMEDIATELY UPON RECEIPT OF NOTICE FROM THE CITY. IF THE VIOLATION IS NOT CORRECTED, THE CITY SHALL HAVE THE RIGHT TO ENTER SAID EASEMENT AREA AND REMOVE OR OTHERWISE ELIMINATE SUCH VIOLATION, AND THE COST SHALL BE PAID BY THE PROPERTY OWNERS' ASSOCIATION. IN THE EVENT THE PROPERTY OWNERS' ASSOCIATION FAILS TO PAY THE COSTS AFTER RECEIPT OF A STATEMENT OF COSTS, THE CITY 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 LOTS IN THE SUBDIVISION. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BIXBY.

4. ALL COSTS AND EXPENSES ASSOCIATED WITH THE MUTUAL ACCESS AND COMMON AREA EASEMENT, INCLUDING MAINTENANCE OF THE PRIVATE ACCESS DRIVES AND SHARED PARKING AND VARIOUS OTHER IMPROVEMENTS, SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS' ASSOCIATION. SEE SECTION III FOR ADDITIONAL DETAILS AND REQUIREMENTS.

5. EACH LOT OWNER AND TENANT 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 MUTUAL ACCESS AND COMMON AREA EASEMENT AND FURTHER AGREES THAT NEITHER THE CITY OF BIXBY NOR THE OWNER/DEVELOPER SHALL BE LIABLE TO THE LOT OWNER OR TENANT 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 OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

SECTION II - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, SOUTH MEMORIAL BUSINESS PARK WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 76) AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA, CITY CODE (BIXBY ZONING CODE), AND

WHEREAS PUD NO. 76 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON FEBRUARY 27, 2013, AND APPROVED BY THE BIXBY CITY COUNCIL ON MARCH 25, 2013, AND

WHEREAS, PUD NO. 76 MAJOR AMENDMENT NO. 1 WAS SUBMITTED AND WAS AFFIRMATIVELY 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, 2013, AND

WHEREAS, PUD NO. 76 MINOR AMENDMENT NO. 3 WAS SUBMITTED AND WAS APPROVED BY THE CITY OF BIXBY PLANNING COMMISSION ON MAY 18, 2020, AND BY THE CITY COUNCIL OF THE CITY OF BIXBY ON MAY 26, 2020, AND

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

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

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

A. DEVELOPMENT STANDARDS

DEVELOPMENT AREA H (ALL OF BLOCK 1)

GROSS LAND AREA:	11.715 AC
NET LAND AREA:	11.290 AC
PERMITTED USES:	USES PERMITTED AS A MATTER OF RIGHT IN THE CG ZONING DISTRICT, AND OFFICE/WAREHOUSING AS SET FORTH WITHIN <u>USE UNIT 23 WAREHOUSING AND WHOLESALING</u> , AND CUSTOMARY ACCESSORY USES.
MAXIMUM FLOOR AREA RATIO:	0.50
MAXIMUM BUILDING HEIGHT:	40 FT.
MINIMUM BUILDING SETBACKS:	
FROM NON-ARTERIAL STREET RIGHT-OF-WAY:	25 FT.
FROM RESIDENTIAL DEVELOPMENT AREAS:	50 FT.
FROM OTHER BOUNDARIES:	0 FT.
MINIMUM LANDSCAPING:	10% OF NET LOT AREA
MINIMUM OFF-STREET PARKING:	
OFFICE BUILDINGS:	1 PER 350 SF *
ALL OTHER USES	AS REQUIRED WITHIN THE APPLICABLE USE UNIT *
MINIMUM LOT WIDTH & FRONTAGE:	0 FT. **
OTHER BULK AND AREA REQUIREMENTS:	AS REQUIRED WITHIN A CS DISTRICT.

* WITH RESPECT TO EACH INDIVIDUAL LOT, PARKING MAY BE PROVIDED OFFSITE IN COMMON AREAS SECURED BY EASEMENT / AGREEMENT. RATIOS PERTAIN TO THE INITIAL BUILDING TYPE CONSTRUCTED, AND THEN HOLD FOR THE ENTIRE DEVELOPMENT AREA H REGARDLESS OF FUTURE OCCUPANCIES. NOTWITHSTANDING MAXIMUM FLOOR AREA RATIO AND/OR OTHER RESTRICTIONS ON BUILDING FLOOR AREA WITHIN THIS PUD, BUILDING FLOOR AREA SHALL ADDITIONALLY BE LIMITED TO THAT WHICH CAN BE SUPPORTED BY THE TOTAL NUMBER OF PARKING SPACES CONSTRUCTED WITHIN DEVELOPMENT AREA H WITH THE FOREGOING MINIMUM PARKING RATIOS APPLIED

** NO MINIMUM LOT WIDTH OR STREET FRONTAGE IS REQUIRED, PROVIDED LEGAL ACCESS IS SECURED BY MUTUAL ACCESS EASEMENT AND ALL PRIVATE MUTUAL ACCESS DRIVES SHALL MEET ALL CITY OF BIXBY REQUIREMENTS

South Memorial Business Park

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION TWO (2)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

SECTION II - PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

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, PROVIDED HOWEVER, IF AN ADJOINING RESIDENTIAL DISTRICT IS UNDEVELOPED OR USED FOR NONRESIDENTIAL PURPOSES, REQUIRED SCREENING MAY BE DEFERRED UNTIL RESIDENTIAL DEVELOPMENT OCCURS.

3. LIGHTING

EXTERIOR LIGHTING SHALL BE LIMITED TO SHIELDED FIXTURES DESIGNED TO DIRECT LIGHT DOWNWARD. LIGHTING SHALL BE DESIGNED 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

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 AND EAST 126TH STREET SOUTH, THAT CONNECTS TO THE TWO ARTERIAL STREETS. 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.

6. SIGNS

SIGNS SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF THE BIXBY ZONING CODE EXCEPT AS MODIFIED HEREIN. PROVIDED, HOWEVER, PRIOR TO INSTALLATION, A DETAILED SIGN PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE BIXBY PLANNING COMMISSION. SIGNS IDENTIFYING AN INTERIOR PROPERTY MAY BE LOCATED OFF SITE WITHIN A PARCEL LOCATED WITHIN SCENIC VILLAGE PARK AS FURTHER OUTLINED HEREIN, BUT SHALL REQUIRE A DETAILED SIGN PLAN BE SUBMITTED TO AND APPROVED BY THE BIXBY PLANNING COMMISSION.

BUSINESS SIGNS SHALL BE LIMITED AS FOLLOWS:

- 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.
- A PROJECT IDENTIFICATION SIGN MAY BE LOCATED ALONG 121ST ST. S., BUT SHALL NOT EXCEED 35 FEET IN HEIGHT AND 230 SQUARE FEET OF DISPLAY SURFACE AREA.
- 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.
- ONE (1) COMBINED DEVELOPMENT ENTRANCE SIGN SHALL BE PERMITTED ALONG 126TH STREET SOUTH, IDENTIFYING BUSINESSES AND USES LOCATED ANYWHERE WITHIN DEVELOPMENT AREA H, BUT SHALL NOT EXCEED 35 FEET IN HEIGHT OR 230 SQUARE FEET OF DISPLAY SURFACE AREA.
- WITHIN DEVELOPMENT AREA H, BUSINESSES LOCATED ON INTERIOR LOTS MAY ADDITIONALLY BE SERVED BY ONE (1) ONSITE GROUND SIGN, NOT TO EXCEED 10' IN HEIGHT OR 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 MARSHAL, CITY ENGINEER AND CITY ATTORNEY SHALL BE MET.

SECTION III - PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER/DEVELOPER SHALL FORM, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN THE SUBDIVISION, WHICH SHALL BE A NOT-FOR-PROFIT CORPORATE ENTITY (HEREIN REFERRED TO AS THE "PROPERTY OWNERS' ASSOCIATION", WITHOUT FURTHER QUALIFICATION, OR THE "ASSOCIATION"). THE PROPERTY OWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE PRIVATE MUTUAL ACCESS DRIVES AND COMMON PARKING AND VARIOUS OTHER IMPROVEMENTS WITHIN THE MUTUAL ACCESS AND COMMON AREA EASEMENT, OTHER COMMON AREAS WITHIN THE SUBDIVISION, AND OTHER PROPERTY WHICH MAY FROM TIME TO TIME BE FOR THE COMMON USE OR BENEFIT OF THE ASSOCIATION, FOR MAKING IMPROVEMENTS OR MAINTAINING OTHER PRIVATE FACILITIES, AND FOR OTHERWISE ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP

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

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE PROPERTY OWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS INCLUDING, WITHOUT LIMITATION, PRIVATE MUTUAL ACCESS DRIVES AND COMMON PARKING AND VARIOUS OTHER IMPROVEMENTS WITHIN THE MUTUAL ACCESS AND COMMON AREA EASEMENT, AS DESIGNATED ON THE ATTACHED PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION THAT WILL BE CREATED WITH THE FORMATION OF THE PROPERTY OWNERS' ASSOCIATION AND THE BYLAWS OF THE PROPERTY OWNERS' ASSOCIATION. AN UNPAID ASSESSMENT SHALL BE A LIEN AGAINST THE LOT WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR, OR REPLACEMENT OF A CAPITAL IMPROVEMENT WITHIN THE MUTUAL ACCESS AND COMMON AREA EASEMENT OR OTHER COMMON AREAS OF THE SUBDIVISION INCLUDING, WITHOUT LIMITATION, THE COST OF CONSTRUCTION, REPAIR, REPLACEMENT, MAINTENANCE, AND/OR RECONSTRUCTION OF THE PRIVATE DRIVES IN SAID EASEMENT AND THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED TO SUCH CAPITAL IMPROVEMENT, AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE ASSOCIATION'S BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED FOR IN THE ASSOCIATION'S BYLAWS. THE AMOUNT OF SUCH SPECIAL ASSESSMENT SHALL

BE DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND SHALL BE COLLECTED AND PAID TO THE ASSOCIATION.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

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

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

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/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. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I OR II, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY OR ANY OWNER OF A LOT IN THE SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE PROVISIONS OF SECTION III PROPERTY OWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY ANY OWNER OF A LOT WITHIN THE SUBDIVISION AND THE PROPERTY OWNERS' ASSOCIATION DESCRIBED IN SECTION III. 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 IN THE SUBDIVISION OR THE PROPERTY OWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

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 OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I EASEMENTS AND UTILITIES AND SECTION IV 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 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 PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD 76 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 76 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL.

THE COVENANTS CONTAINED WITHIN SECTION III PROPERTY OWNERS' ASSOCIATION AND ANY OTHER SECTION OF THIS DEED OF DEDICATION WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE CITY OF BIXBY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST 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 (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 AND RESTRICTIONS 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.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 4 DAY OF FEBRUARY, 2021.

126TH STREET OFFICE, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: 
JULIUS PUMA, MANAGER

STATE OF OKLAHOMA)

) SS

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 4 DAY OF FEBRUARY, 2021, PERSONALLY APPEARED JULIUS PUMA, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF 126TH STREET OFFICE, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, 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 LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

03/08/2024

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 "SOUTH MEMORIAL BUSINESS PARK", 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 4 DAY OF FEBRUARY, 2021.



BY: 

DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)

) SS

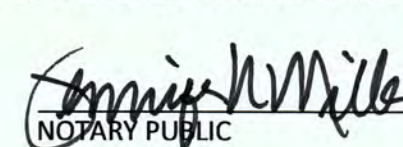
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 4 DAY OF FEBRUARY, 2021, 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 ABOVE WRITTEN.

03/08/2024

MY COMMISSION EXPIRES:


NOTARY PUBLIC

