

Bixby Technical Advisory Committee Meeting Agenda

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

Wednesday, April 5, 2023 | 10:00 A.M.

Technical Advisory Committee Members

David Segala - A.E.P.-P.S.O.
Steve Williams - A.E.P.-P.S.O.
Aaron Smith - A.E.P.-P.S.O.
Brett Ashlock - A.T.&T.
Kevin Bender - A.T.&T.
Katie Hutchison - SDT
Richard Gann - B.T.C. Broadband
Tony Gonzalez - B.T.C. Broadband
Susan Bevard - B.T.C. Broadband
Chad Jones - B.T.C. Broadband
Rob Miller - Bixby Public Schools
Lydia Wilson - Bixby Public Schools
Bea Aamodt - Bixby Public Works Director
OC Walker - Bixby Development Services Director
Gwen Plante - Bixby Assistant City Planner
Jon Brown - Bixby Special Projects
Heath Wright - Bixby Utilities & Water
Mike Butler - Bixby Fire Chief

Nicholas Flanary - Bixby Fire Marshal
Richard Hakel - Cox
Loyda Mercado - Cox
Jeannette Davis - Cox
Christopher Long - Cox R.O.W. Agent
Marty Lademan - Creek County R.W.D. #2
Cynthia Hubbell - Creek County R.W.D. #2
Katherine Russell - East Central Electric
Caleb Brenneke - East Central Electric
Steve Whitehouse - O.G. & E.
Dewayne Perry - O.G. & E.
Keith Melson - O.G. & E.
Brandon Rainbolt - O.N.G.
Donald Kafer - O.N.G.
Chris Stobaugh - U.S.P.S. Bixby
Aaron Grodi - Windstream
Joel Ostrenga - Windstream

1. B.X.P.T. - 23.04 Henson Square Preliminary Plat

Applicant, Olsson

Discussion and review of Preliminary Plat, Henson Square, 32.35 Acres, Ninety-two (92) Lots, Three (3) Blocks, with Three (3) Reserve Areas for the purpose of commercial, mixed use, and residential development, in Section 21, Township 17 North, and Range 13 East

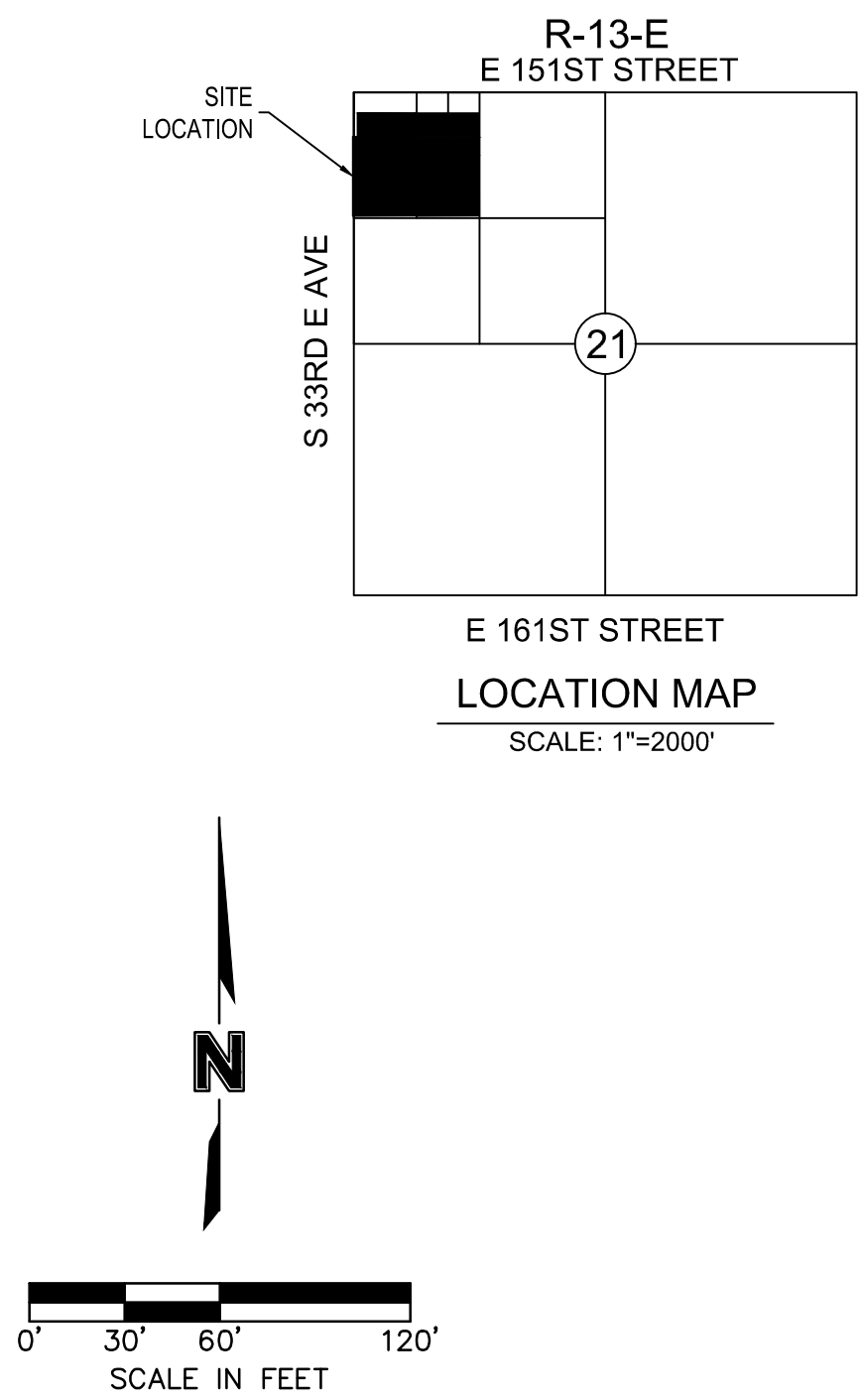
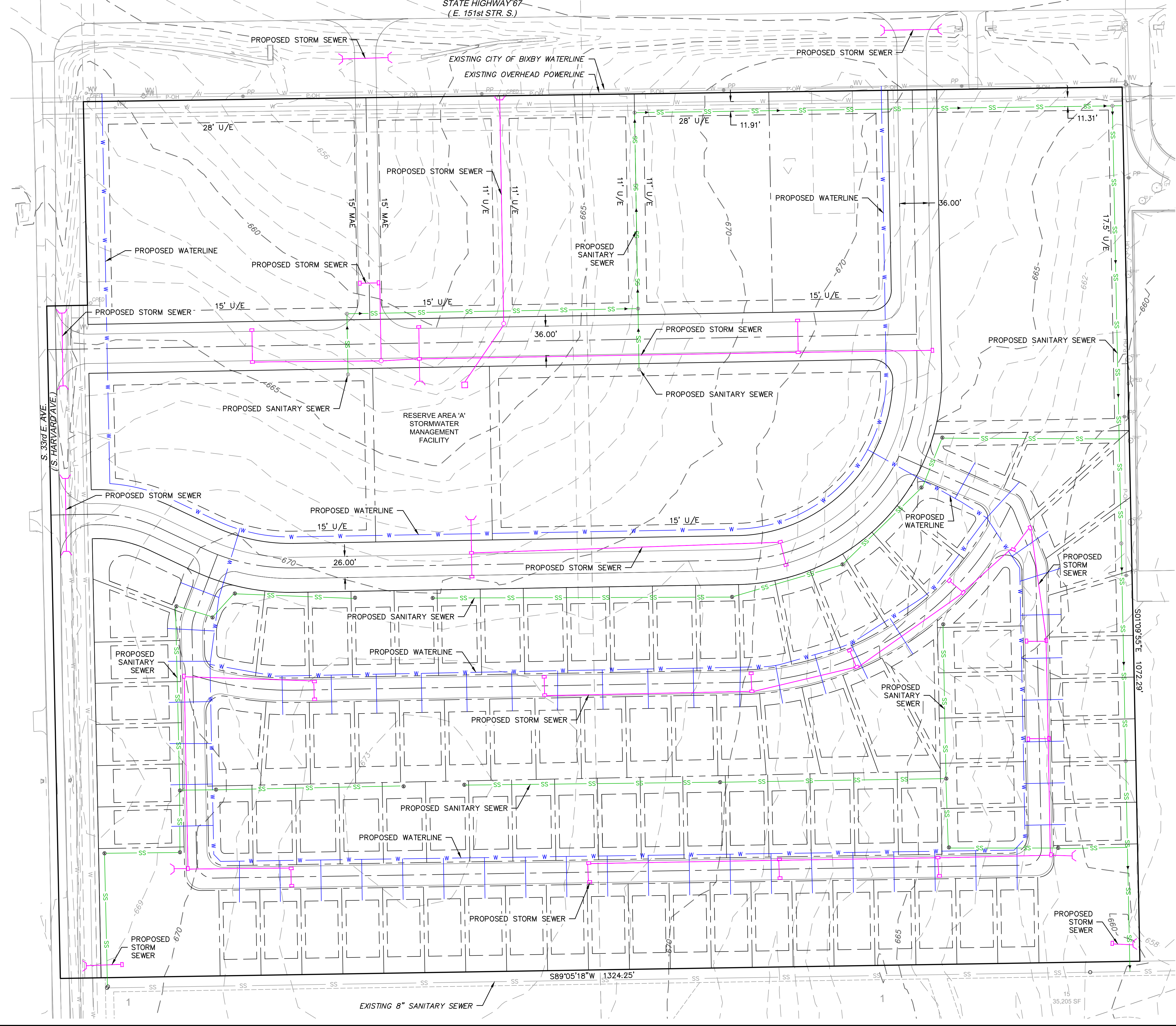
General Location: East of S Harvard Ave & South of E 151st St S

This Notice and Agenda was posted on the bulletin board on or before 10:00 a.m., April 3rd, 2023, at City Hall, 116 West Needles, Bixby, Oklahoma.

Respectfully submitted,
Justin Dowd, City Engineer

Persons who require a special accommodation to participate in this meeting should contact Gwen Plante, Assistant City Planner, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430, or email Gwen at (GPlante@BixbyOK.gov) as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunications Device for the Deaf (T.D.D.) may contact **Oklahoma Relay** at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

DWG: F:\2023\00501-0100\023-00810\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C_UTL01_02300810.dwg
DATE: Mar 06, 2023 4:30pm
XREFS: C_XBASE_02300810 C_PBN DY_02300810 C_PUTIL_02300810
USER: mvanover
C_PRESS_02300810
2023.03.05 Henson's Square - Prelim Plot (Inspire Add)



PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
03/06/2023 4:31:03 PM
olsson

CONCEPTUAL UTILITY PLAN
HENSON SQUARE
MASTERPLAN

2023

BIXBY, OK

drawn by:
checked by:
approved by:
QA/QC by:
project no.:
drawing no.:
date:

SHEET
EXHIBIT

REVISIONS DESCRIPTION
DATE
REV. NO.

REVISIONS

olsson
Oklahoma Certificate of Authorization
#CA2483 Renewal Date: 06-30-2023
1717 South Boulder Ave
Suite 600
Tulsa, OK 74119
TEL 918.376.4294 www.olsson.com

PRELIMINARY PLAT

HENSON SQUARE

A SUBDIVISION IN THE CITY OF BIXBY, BEING A PART OF THE NW/4 OF THE NW/4 OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

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

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°49'21" EAST A DISTANCE OF 50.02 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH HARVARD AVENUE; THENCE NORTH 01°09'56" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 249.68 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 67; THENCE NORTH 89°11'21" EAST, ALONG SAID SOUTH R/W LINE, A DISTANCE OF 1274.25 FEET; THENCE SOUTH 01°09'58" EAST A DISTANCE OF 1072.29 FEET; THENCE SOUTH 89°05'18" WEST A DISTANCE OF 1274.25 FEET, TO THE EAST LINE OF THE FUTURE 50 FEET SOUTH HARVARD RIGHT OF WAY LINE; THENCE NORTH 01°09'56" WEST, ALONG SAID FUTURE RIGHT-OF-WAY LINE, A DISTANCE OF 824.62 FEET TO THE POINT OF BEGINNING, CONTAINING 1,409,018 SQUARE FEET OR 32.35 ACRES.

AND HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, AND DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO FOUR (4) LOTS AND ONE (1) BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "HENSON SQUARE" A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "HENSON SQUARE" OR THE "SUBDIVISION").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UIE" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE HERE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICES

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

D. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS
- UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE AND UNDERGROUND DRAINAGE

- EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF FROM PROPERTIES WITHIN THE SUBDIVISION. 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 ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.
- DRAINAGE FACILITIES OR OTHER IMPROVEMENTS CONSTRUCTED IN THE SUBDIVISION SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BIXBY, OKLAHOMA.

F. OFF-SITE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM OFF-SITE PROPERTIES AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF FROM OFF-SITE PROPERTIES THROUGH THE SUBDIVISION. 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 ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE 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.

H. LIMITS OF NO ACCESS

THE OWNERS HEREBY RELINQUISH RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO E. 126TH STREET SOUTH AND S. MEMORIAL DRIVE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, THE EMERGENCY RESPONSE VEHICLES OR VEHICLES USED IN CONJUNCTION WITH FRY CREEK MAINTENANCE ARE EXCLUDED FROM THE LIMITS OF NO ACCESS ALONG MEMORIAL DRIVE FRONTAGE.

I. MUTUAL ACCESS EASEMENT

THE OWNERS OF THE TRACTS IN WHICH THE EASEMENTS ARE LOCATED HEREIN ESTABLISH, FOR THE BENEFIT OF THE OWNERS AND THEIR RESPECTIVE SUCCESSORS IN TITLE TO THE LOTS WITHIN THE SUBDIVISION, A PERPETUAL NON-EXCLUSIVE MUTUAL ACCESS EASEMENT FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN PASSAGE TO AND FROM THE LOTS WITHIN THE SUBDIVISION TO AND FROM E. 126TH STREET SOUTH, AND TO AND FROM ANY OTHER PUBLIC OR PRIVATE ROADWAY OR ACCESS EASEMENT ADJACENT TO THE SUBDIVISION, ON, OVER AND ACROSS THE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "MUTUAL ACCESS EASEMENT". THE MAINTENANCE OF THE MUTUAL ACCESS EASEMENT WILL BE THE RESPONSIBILITY OF A PROPERTY OWNERS ASSOCIATION THAT WILL BE FORMED BY THE OWNERS. A SEPARATE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION WILL BE RECORDED AT TULSA COUNTY CLERK OFFICE.

J. MUTUAL PARKING PRIVILEGES

ALL LOTS WITHIN THIS SUBDIVISION MAY ALLOW THEIR EXCESS PARKING SPACES TO BE USED BY PATRONS OF ADJACENT LOTS. THE MAINTENANCE OF THESE SHARED PARKING SPACES SHOULD BE AGREED UPON BETWEEN THE AFFECTED LOT OWNERS.

K. MAINTENANCE OF LOTS

EACH OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL PORTIONS OF ITS LOT AND ANY STRUCTURE CONSTRUCTED ON THAT LOT, INCLUDING WITHOUT LIMITATION, ALL IMPROVEMENTS, UTILITIES, DRAINAGE, PAVING, LANDSCAPING, AND BUILDINGS. EACH OWNER IS REQUIRED TO UPKEEP ITS LOT FREE OF TRASH, DEBRIS, AND LITTER.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, RIVER TRAIL II WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 83) AS PROVIDED WITHIN TITLE 11, CHAPTER 7, ARTICLE I OF BIXBY ZONING CODE, AND WHEREAS PUD NO. 83 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON FEBRUARY 18, 2014 AND APPROVED BY THE COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, ON MARCH 24, 2014 (ORDINANCE #2129).

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

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

WHEREAS, THE OWNERS DESIRE TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNERS, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

THEREFORE, THE OWNERS HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE BY OWNER, ANY PERSON OWNING A LOT IN THIS SUBDIVISION AND BY THE CITY OF BIXBY AS HEREINAFTER SET FORTH.

DEVELOPMENT AREA A

PERMITTED USE.....	AS PERMITTED AS A MATTER OF RIGHT BY THE CITY OF BIXBY ZONING CODE WITHIN THE CS DISTRICT, INCLUDING ALL USES CUSTOMARILY ACCESSORY THERETO PLUS USE UNIT 15
GROSS LAND AREA.....	12.1 ACRES (527,076 S.F.)
MINIMUM LOT WIDTH.....	150 FEET
MAXIMUM NUMBER OF LOTS.....	10
MINIMUM BUILDING SETBACK:	
FRONT YARDS.....	50 FEET
REAR YARDS.....	10 FEET
MAXIMUM BUILDING HEIGHT.....	35 FEET

DEVELOPMENT AREA B

PERMITTED USE.....	AS PERMITTED AS A MATTER OF RIGHT BY THE CITY OF BIXBY ZONING CODE WITHIN THE PROPOSED MIXED USE DISTRICT, INCLUDING ALL USES CUSTOMARILY ACCESSORY THERETO. SUCH MIXED USE SHALL BE SUBJECT TO THE SITE PLAN APPROVAL PROCESS. NO RESIDENTIAL USES SHALL BE ALLOWED IN DA-B.
GROSS LAND AREA.....	3.2 ACRES (139,392 S.F.)
MINIMUM LOT WIDTH.....	150 FEET
MAXIMUM NUMBER OF LOTS.....	2
MINIMUM BUILDING SETBACK:	
FRONT YARDS.....	50 FEET
REAR YARDS.....	10 FEET
MAXIMUM BUILDING HEIGHT.....	50 FEET

DEVELOPMENT AREA C

PERMITTED USE.....	AS PERMITTED AS A MATTER OF RIGHT BY THE CITY OF BIXBY ZONING CODE WITHIN THE RS-3 DISTRICT, INCLUDING ALL USES CUSTOMARILY ACCESSORY THERETO.
GROSS LAND AREA.....	16.1 ACRES (701,316 S.F.)
MINIMUM LOT WIDTH.....	50 FEET
MINIMUM LOT AREA.....	5,250 S.F.
MINIMUM LIVABILITY SPACE.....	2,000 S.F.*
MAXIMUM NUMBER OF LOTS.....	98
MINIMUM BUILDING SETBACK:	
FRONT YARDS.....	15 FEET
REAR YARDS.....	20 FEET
SIDE YARD (ONE SIDE).....	5 FEET
MAXIMUM BUILDING HEIGHT.....	48 FEET
* THE BALANCE OF THE LIVABILITY SPACE REQUIRED BY THE CODE SHALL BE CONSIDERED FULLY MET BY THE ALLOCATION OF AREA WITH RESERVE AREAS.	

PLATTING

NO BUILDING PERMIT WITHIN HENSON SQUARE SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN APPROVED BY THE CITY OF BIXBY AS BEING IN COMPLIANCE WITH THE PLANNED UNIT DEVELOPMENT CONCEPT AND DEVELOPMENT STANDARDS. A SUBDIVISION PLAT WILL BE SUBMITTED TO THE CITY OF BIXBY AFTER APPROVAL OF THE PUD BY THE CITY COUNCIL. THE PLATTED AREA WILL ESTABLISH PRIVATE COVENANTS WHICH SET FORTH CRITERIA WHICH WILL ESTABLISH AND MAINTAIN A VERY HIGH QUALITY OF DEVELOPMENT.

SECTION III. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE "HENSON SQUARE" (HEREINAFTER REFERRED TO AS THE "PROPERTY OWNERS' ASSOCIATION") TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF "HENSON SQUARE", INCLUDING BUT WITHOUT LIMITATION FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF "HENSON SQUARE". THE DETAILS OF MEMBERSHIP IN THE PROPERTY OWNERS' ASSOCIATION SHALL BE ESTABLISHED BY ITS ORGANIZATIONAL DOCUMENTS, INCLUDING BUT NOT NECESSARILY LIMITED TO ARTICLES OF INCORPORATION AND BYLAWS.

B. ASSESSMENT

THE RECORD OWNER OR OWNERS OF EACH LOT WITHIN "HENSON SQUARE" SHALL BE SUBJECT TO ASSESSMENT BY THE PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSES OF MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO THE MUTUAL ACCESS EASEMENTS, DRIVES, AND PARKING AREAS. EACH LOT SHALL BE RESPONSIBLE FOR A PART OF THE TOTAL ASSESSMENT FOR SUCH PURPOSES AS DETERMINED BY THE PROPERTY OWNERS' ASSOCIATION. THE PART ALLOCATED TO EACH LOT SHALL EQUAL THE TOTAL ASSESSMENT MULTIPLIED BY A FRACTION WHOSE NUMERATOR IS THE TOTAL AREA OF THE LOT IN SQUARE FEET AND WHOSE DENOMINATOR IS THE TOTAL AREA OF "HENSON SQUARE" IN SQUARE FEET.

C. LIEN FOR UNPAID ASSESSMENT

ANY LOT WHOSE OWNER FAILS TO PAY ITS ASSESSMENT WHEN DUE SHALL BE SUBJECT TO A LIEN FOR THE AMOUNT OF SUCH UNPAID ASSESSMENT, AND SUCH LIEN SHALL ACCRUE INTEREST AT THE SAME RATE AS JUDGMENTS AS PUBLISHED IN THE OKLAHOMA BAR JOURNAL OR IF THE JUDGMENT INTEREST RATE IS NO LONGER PUBLISHED IN SAID OKLAHOMA BAR JOURNAL THEN AT A RATE OF INTEREST EQUAL TO SOME OTHER PUBLICLY RECOGNIZED STANDARD CHOSEN BY THE PROPERTY OWNERS' ASSOCIATION. HOWEVER, THIS LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY MORTGAGE THAT IS RECORDED PRIOR TO THE DATE SUCH LIEN BECAME DUE.

D. LOT MAINTENANCE

EACH LOT OWNER, TENANT, OR OCCUPANT SHALL KEEP ITS BUILDINGS, IMPROVEMENTS AND APPURTENANCES IN A SAFE, CLEAN, MAINTAINED, NEAT AND WHOLESOME CONDITION. EACH SUCH OWNER, TENANT, OR OCCUPANT SHALL REMOVE, AT ITS OWN EXPENSE, ANY RUBBISH OR TRASH OF ANY CHARACTER WHICH MAY ACCUMULATE ON THEIR LOT. RUBBISH, TRASH, GARBAGE, OR OTHER WASTE SHALL BE KEPT ONLY IN SUITABLE, CLEAN, AND SANITARY CONTAINERS AND EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS.

PRELIMINARY PLAT

HENSON SQUARE

A SUBDIVISION IN THE CITY OF BIXBY, BEING A PART OF THE NW/4 OF THE NW/4 OF SECTION 21, TOWNSHIP 17 NORTH,
RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A.ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION 1. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. **PLANNED UNIT DEVELOPMENT RESTRICTIONS** ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE CITY OF BIXBY, OKLAHOMA AND THE OWNERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COVENANTS CONTAINED IN SECTION III, **PROPERTY OWNERS ASSOCIATION** SHALL INURE TO THE BENEFIT OF THE OWNERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. IF ANY OF THE OWNERS OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I & II, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, ANY OWNER OF ANY PART OF THE SUBDIVISION, OR THE ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IF ANY OF THE OWNERS, OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III IT SHALL BE LAWFUL FOR ANY OWNER OF ANY PART OF THE SUBDIVISION, OR THE ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF ANY PART OF THE SUBDIVISION WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS II, OR III, AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B.DURATION

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

C. AMENDMENT

THE RESTRICTIONS AND COVENANTS CONTAINED WITHIN SECTION 1. EASEMENTS, AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, OR ITS SUCCESSORS. THE COVENANTS CONTAINED WITHIN SECTION II. **PLANNED UNIT DEVELOPMENT RESTRICTIONS**, AND SECTION III. **PROPERTY OWNER'S ASSOCIATION**, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY ENCORE II, LLC DURING SUCH PERIOD THAT BIXBY LAND GROUP, LLC IS THE OWNER OF AT LEAST 75% OF THE LOTS WITHIN "HENSON SQUARE" AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS; OR ALTERNATIVELY THE COVENANTS CONTAINED WITHIN SECTION II, OR SECTION III, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY BIXBY LAND GROUP, LLC (DURING ITS OWNERSHIP OF AT LEAST 75% OF THE LOTS WITHIN THE SUBDIVISION), AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF 75% OF THE LOTS IN THE SUBDIVISION, THE INSTRUMENT EXECUTED BY BIXBY LAND GROUP, LLC SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS 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, BIXBY LAND GROUP, LLC, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2023.

BIXBY LAND GROUP, LLC

AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
MANAGING MEMBER

STATE OF OKLAHOMA)

) S.S.

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 2023,

BY _____ AS A MANAGING MEMBER OF BIXBY LAND GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I JAY P. BISSELL OF TULSA COUNTY, STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "HENSON SQUARE", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS ____ DAY OF _____, 2023.

JAY P. BISSELL

AAB ENGINEERING, LLC

LICENSED PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. 1318

CA #6318 RENEWAL DATE JUNE 30TH, 2024

STATE OF OKLAHOMA)

) S.S.

COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2023.

BY JAY P. BISSELL.

MY COMMISSION EXPIRES

NOTARY PUBLIC

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	210.00	026°22'05"	96.64	S77°58'53"E	95.79
C2	220.00	026°12'28"	100.63	S77°54'05"E	99.76
C3	195.00	087°37'57"	298.25	N45°10'42"E	270.02
C4	25.00	092°22'18"	40.30	N44°49'25"W	36.08
C5	25.00	089°59'45"	39.27	N43°59'34"E	35.35
C6	150.00	026°22'05"	69.03	S77°58'53"E	68.42
C7	280.00	026°12'28"	128.08	S77°54'05"E	126.96
C8	255.00	090°00'00"	400.55	N43°59'41"E	360.62
C9	50.00	008°39'18"	7.55	N04°13'35"E	7.55
C10	50.00	009°33'33"	8.34	N03°46'28"E	8.33

BLOCK 1		BLOCK 3		BLOCK 3		BLOCK 3		BLOCK 3		BLOCK 3	
LOT No.	AREA (S.F.)	LOT No.	AREA (S.F.)	LOT No.	AREA (S.F.)	LOT No.	AREA (S.F.)	LOT No.	AREA (S.F.)	LOT No.	AREA (S.F.)
1	94,400.35	1	6,671.00	21	8,226.00	41	5,271.00	61	5,532.00	81	5,421.00
2	44,560.94	2	6,251.00	22	7,042.00	42	5,271.00	62	5,532.00	82	5,421.00
3	44,754.87	3	5,546.00	23	6,742.00	43	5,271.00	63	5,532.00	83	5,250.00
4	44,660.90	4	5,546.00	24	5,267.00	44	5,271.00	64	5,532.00	84	5,250.00
5	39,292.91	5	5,546.00	25	5,267.00	45	5,271.00	65	5,532.00	85	5,250.00
6	96,480.92	6	5,546.00	26	5,267.00	46	5,271.00	66	5,532.00	86	5,250.00
7	65,340.31	7	5,546.00	27	5,267.00	47	5,271.00	67	5,532.00	87	5,250.00
BLOCK 2		8	5,546.00	28	5,267.00	48	5,271.00	68	5,532.00	88	5,250.00
LOT No.	AREA (S.F.)	9	5,546.00	29	5,308.00	49	5,365.00	69	5,545.00	89	5,250.00
		10	5,546.00	30	5,271.00	50	5,321.00	70	7,041.00	90	5,250.00
1	97,021.64	11	5,546.00	31	5,271.00	51	5,305.00	71	8,703.00	91	5,250.00
		12	5,575.00	32	5,271.00	52	5,302.00	72	6,119.00	92	5,250.00
		13	5,678.00	33	5,271.00	53	5,297.00	73	5,421.00	93	5,250.00
		14	5,678.00	34	5,271.00	54	5,930.00	74	5,826.00	94	5,255.00
		15	5,678.00	35	5,271.00	55	6,950.00	75	5,826.00		
		16	5,678.00	36	5,271.00	56	7,383.00	76	5,826.00		
		17	5,678.00	37	5,271.00	57	5,778.00	77	5,826.00		
		18	5,678.00	38	5,271.00	58	5,532.00	78	5,826.00		
		19	5,263.00	39	5,271.00	59	5,532.00	79	5,826.00		
		20	8,127.00	40	5,271.00	60	5,532.00	80	5,421.00		