

Bixby Technical Advisory Committee Meeting Agenda

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

<https://us06web.zoom.us/j/86483314112?pwd=NitUSjVPOVh6aTlhZHFxdDRLRjVSUT09>

Meeting ID: 864 8331 4112

Passcode: 511840

One tap mobile

+17193594580, 86483314112# US

Wednesday, August 2, 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

Ron Wolfe - 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. – 23.11 Courts and Commons at the Village of Scereno Preliminary and Final Plat

Applicant, JC Engineering

Discussion and review of Preliminary and Final Plat, Courts and Commons at the Village of Scereno, 1.6878 Acres, One (1) Lot, One (1) Block, with One (1) Reserve Area for the purpose of commercial development, in Section 35, Township 18 North, and Range 13 East

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

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

2. B.X.P.T. – 23.12 Presley Heights West Blocks 1-3 Final Plat

Applicant, Tanner Consulting

Discussion and review of Final Plat, Presley Heights West Blocks 1-3, 18.883 Acres, Fifty-two (52) Lots, Three (3) Blocks, with Two (2) Reserve Areas for the purpose of residential development, in Section 17, Township 17 North, and Range 13 East

General Location: West of S Harvard Ave & South of E 141st St S

3. B.X.S.P. - 23.09 Tangelo Orthodontics Site Plan

Applicant, Hunter Construction Management, Inc.

Discussion and review of site plan for Tangelo Orthodontics.

General Location: East of S Memorial Dr & North of E 123rd St S

This Notice and Agenda was posted on the bulletin board on or before 10:00 a.m., July 31st, 2023, at City Hall, 116 West Needles, Bixby, Oklahoma.

Respectfully submitted,
Justin Dowd, City Engineer

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COURTS AND COMMONS

at Village of Scereno

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF LOTS TWO (2), FOUR (4) AND TEN (10), BLOCK ONE (1), BIXBY CENTENNIAL PLAZA, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, FILED AS PLAT NO. 6107; AND A PART OF LOT LOT ONE (1), BLOCK ONE (1), THE BRIDGE AT VILLAGE OF SCERENO, FILED AS PLAT NO. 7052

OWNER/DEVELOPER

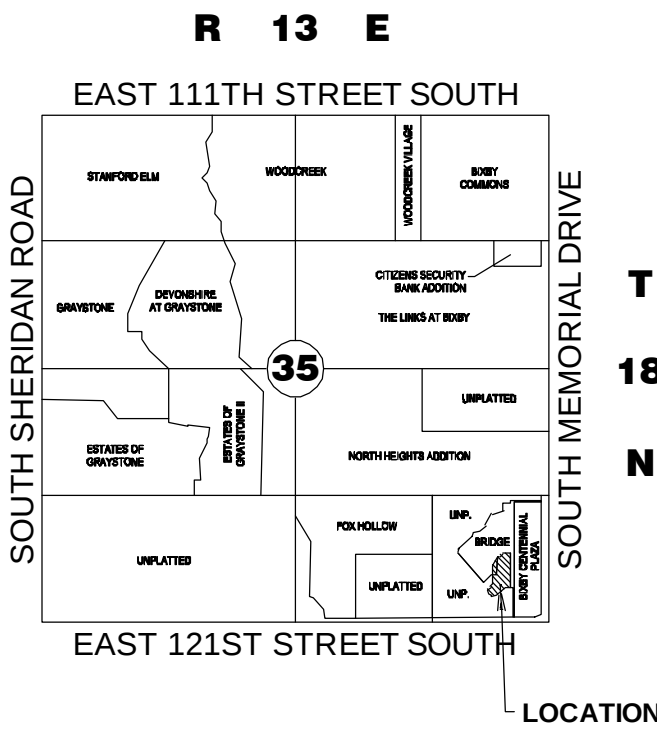
RAJ AND JOSH VENTURES LLC
8311 E. 111th St., Ste. N
Bixby, OK 74008
PHONE: (918) 269-9118
joshmjuarez@gmail.com

ENGINEER

JC ENGINEERING, PC
10035 N. 177th E. Ave.
Owasso, OK 74055-7841
PHONE: (918) 798-5979
Oklahoma CA #6251
Expires June 30, 2024
joe@jc-engineering.com

SURVEYOR

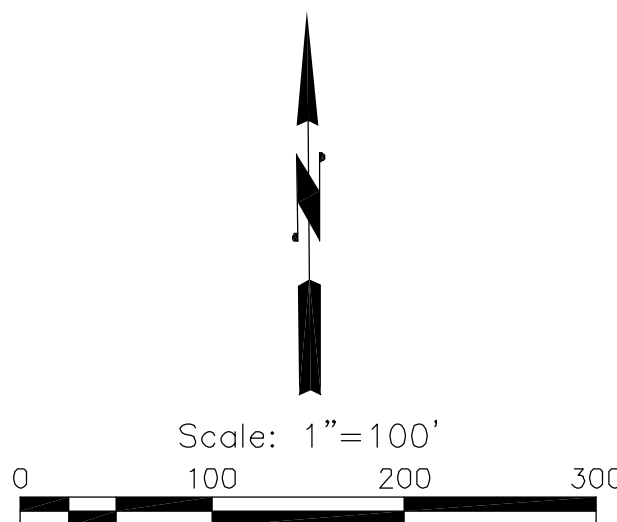
WALLACE DESIGN COLLECTIVE, PC
123 N. MARTIN LUTHER KING JR. BLVD
Tulsa, OK 74103
PHONE: (918) 806-7453
Oklahoma CA #1460
Expires June 30, 2025
cliff.bennett@wallace.design



Location Map
SCALE: 1"=200'

Subdivision Statistics

SUBDIVISION CONTAINS ONE (1) LOT
IN ONE (1) BLOCK AND ONE (1) RESERVE AREA
GROSS SUBDIVISION AREA: 73,519 SF OR 1.6878 ACRES



COUNTY TREASURER STAMP

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

I, MICHAEL WILLIS, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2023.

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the City Council of the City of Bixby on _____, 2023.

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

COURTS AND COMMONS
AT VILLAGE OF SCERENO
SHEET 1 OF 2

Date of Preparation: July 5, 2023

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.

MONUMENTATION

IPF • DENOTES A FOUND 3/8" IRON PIN WITH CAP "FRITZ CA5848"
IPS • DENOTES A SET 3/8" IRON PIN WITH CAP "CA4502"

Curve Table from Plat 7052

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE
C1	47.12'	30.00'	90°00'00.00"
C2	31.42'	20.00'	90°00'00.81"
C3	31.42'	20.00'	89°59'59.19"
C4	31.42'	20.00'	90°00'00.00"
C5	31.42'	20.00'	90°00'00.00"
C6	87.96'	56.00'	89°59'59.14"

Line Table from Plat 7052

LINE	BEARING	DISTANCE
L1	S 01°00'10" E	30.00'
L2	N 88°59'50" E	14.67'
L3	S 88°59'50" W	14.67'
L4	N 88°59'49" E	89.00'
L5	N 01°00'11" W	275.80'
L6	N 01°00'11" W	101.04'
L7	N 88°59'49" E	7.00'
L8	N 01°00'11" W	333.05'
L9	S 01°00'10" E	4.00'

Curve Table this Plat

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE
C7	25.41'	53.46'	27°13'37"
C8	26.64'	30.00'	50°52'09"
C9	42.32'	30.00'	80°49'55"
C10	47.12'	30.00'	89°59'59"
C11	31.42'	30.00'	60°00'00"
C12	17.67'	30.00'	33°19'16"

Line Table this Plat

LINE	BEARING	DISTANCE
L10	S 79°49'45" W	0.63'
L11	S 28°35'42" E	76.97'
L12	S 01°00'10" E	6.52'
L13	S 88°59'50" W	26.00'
L14	S 88°59'49" W	12.43'
L15	S 88°59'49" W	69.57'
L16	N 88°59'49" E	46.62'
L17	N 48°49'00" E	133.86'
L18	N 79°49'45" E	46.24'
L19	S 10°10'15" E	10.00'
L20	S 88°59'50" W	7.55'

LEGEND

B/L - BUILDING SETBACK LINE
MA/E - MUTUAL ACCESS EASEMENT
OD/E - OVERLAND DRAINAGE EASEMENT
- - - PROPERTY LINE
U/E - UTILITY EASEMENT

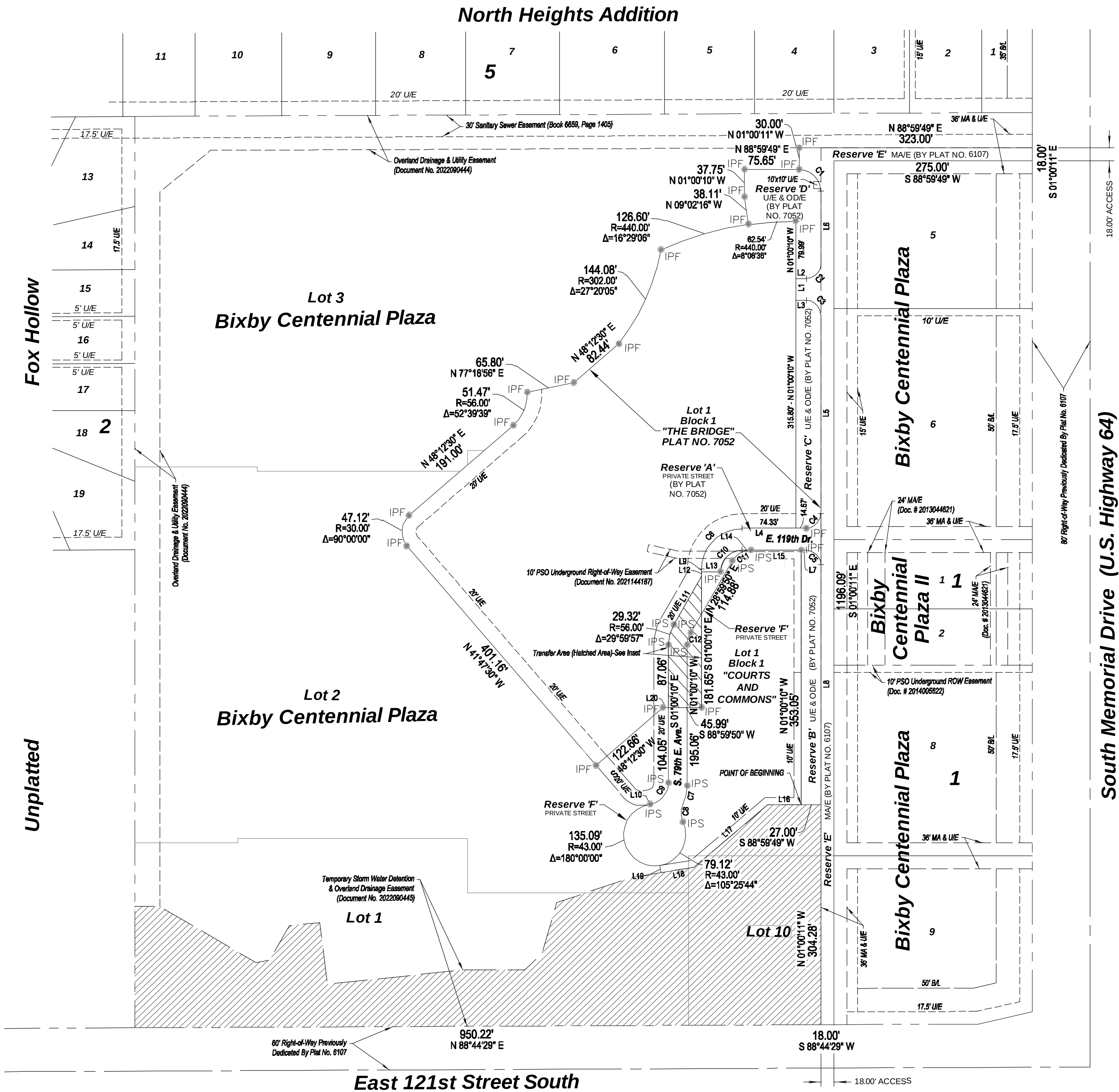
ADDRESS DISCLAIMER NOTE:

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

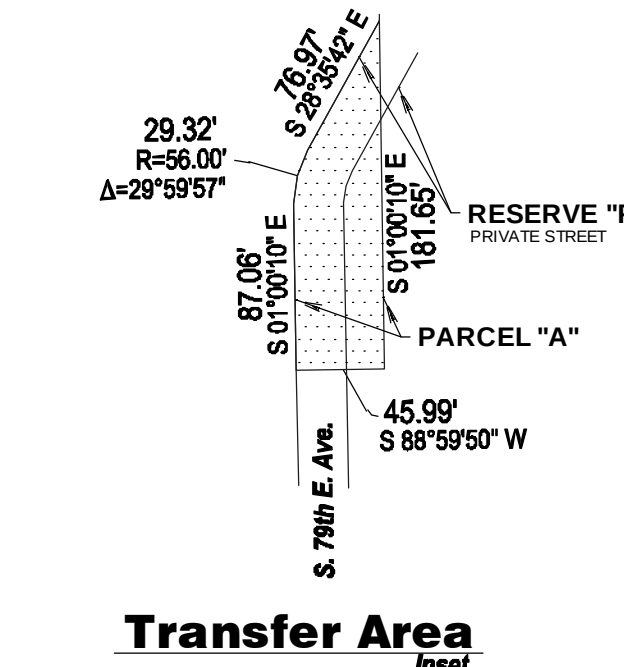


Utility Statement

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES.



South Memorial Drive (U.S. Highway 64)



Note
THE TRANSFER AREA IS THE PORTION OF LOT 1, BLOCK 1 "THE BRIDGE" THAT IS BEING DEEDED TO THE OWNER OF LOT 1, BLOCK 1 "COURTS AND COMMONS" BY SEPARATE INSTRUMENT, AND IS PART OF THIS PLAT, CONTAINING 6,504 SQ.FT. (0.1493 AC.), MORE OR LESS.

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

COURTS AND COMMONS

KNOW ALL MEN BY THESE PRESENTS:

RAJ AND JOSH VENTURES LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE OWNER/DEVELOPER, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF LOTS TWO (2), FOUR (4) AND TEN (10), BLOCK ONE (1), BIXBY CENTENNIAL PLAZA, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, FILED AS PLAT NO. 6107; AND A PART OF LOT ONE (1), BLOCK ONE (1), THE BRIDGE AT SCERENO, FILED AS PLAT NO. 7052, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF RESERVE AREA "B" OF SAID BRIDGE AT SCERENO PLAT; THENCE NORTH 01°00'11" WEST ALONG SAID RESERVE AREA "B" A DISTANCE OF 353.05 FEET; THENCE SOUTH 88°59'49" WEST 69.57 FEET TO A POINT ON THE SOUTH SIDE OF RESERVE AREA "A" OF SAID BRIDGE AT SCERENO PLAT; THENCE CONTINUING SOUTH 88°59'49" WEST 12.43 FEET TO A POINT ON THE SOUTH SIDE OF RESERVE AREA "A"; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 47.13 FEET; THENCE SOUTH 88°59'50" WEST ALONG THE SOUTH LINE OF SAID RESERVE AREA "A" A DISTANCE OF 26.00 FEET; THENCE SOUTH 01°00'11" EAST A DISTANCE OF 6.52 FEET TO A POINT ON THE EASTERLY SIDE OF SAID LOT 1, BRIDGE AT SCERENO PLAT; THENCE SOUTH 28°35'42" EAST A DISTANCE OF 76.97 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET AND AN ARC LENGTH OF 29.32 FEET; THENCE SOUTH 01°00'10" EAST A DISTANCE OF 87.06 FEET TO A POINT ON THE SOUTHERLY SIDE OF SAID LOT 1, BRIDGE AT SCERENO PLAT; THENCE CONTINUING SOUTH 01°00'10" EAST A DISTANCE OF 104.05 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 42.32 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 43.00 FEET, AND AN ARC LENGTH OF 135.09 FEET; THENCE SOUTH 10°10'15" EAST A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTHERLY SIDE OF A TEMPORARY STORM WATER DETENTION & OVERLAND DRAINAGE EASEMENT (ODIE); THENCE NORTH 79°49'45" EAST A DISTANCE OF 45.24 FEET ALONG THE NORTHERLY SIDE OF SAID ODIE TO A POINT; THENCE NORTH 48°49'00" EAST A DISTANCE OF 133.86 FEET ALONG THE NORTHERLY SIDE OF SAID ODIE TO A POINT; THENCE NORTH 88°59'49" EAST A DISTANCE OF 46.62 FEET ALONG THE NORTHERLY SIDE OF SAID ODIE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 73.519 SQUARE FEET OR 1.6878 ACRES.

BASIS FOR BEARINGS ARE PER THE RECORDED PLAT "THE BRIDGE AT SCERENO", PLAT NO. 7052.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, 1 BLOCK, AND 1 RESERVE AREA, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "COURTS AND COMMONS", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

SECTION I. EASEMENTS AND RIGHTS-OF-WAY

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT (COURTS AND COMMONS) FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING WATER LINES, SANITARY SEWER, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, AND GAS LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER THAT THE OWNER/DEVELOPER HEREBY RESERVES TO ITSELF, AND TO ITS ASSIGNS, THE RIGHT TO USE OR DELEGATE TO OTHERS THE RIGHT TO USE THE DESIGNATED EASEMENTS TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA AND THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE EASEMENT SHALL BE PLACED, ERRECTED, INSTALLED OR MAINTAINED; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT UTILITY EASEMENTS, DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DOES NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

- A. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY NOT BE LOCATED WITHIN THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL DWELLINGS AND/OR BUILDINGS WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH DWELLINGS AND/OR BUILDING AS MAY BE LOCATED UPON THE LOT; PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR DWELLING AND/OR BUILDING, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE DWELLING AND/OR BUILDING.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES, THROUGH IT'S AUTHORIZED AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT TO THE SUBDIVISION, INCLUDING EASEMENTS DEPICTED WITHIN RESERVE AREAS 'A', 'B', 'C', 'D' AND 'E', OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT.

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

5. THE FOREGOING COVENANT'S CONCERNING UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- B. WATER AND SANITARY SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY SEWER LOCATED ON HIS LOT.

2. WITHIN UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON COMPLETION OF A PUBLIC WATER MAIN AND SANITARY SEWER OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN AND SANITARY SEWER SHALL BE PROHIBITED.

3. THE CITY OF BIXBY PUBLIC WORKS, HEREINAFTER REFERRED TO AS "THE CITY", OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND SANITARY SEWER, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

4. THE CITY, OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE WATER AND SANITARY SEWER FACILITIES OWNED BY IT.

5. WHERE PUBLIC WATER LINES AND SANITARY SEWER MAINS ARE LOCATED UNDER PAVEMENT, THE CITY OF BIXBY SHALL HAVE THE RIGHT TO REMOVE SAID PAVEMENT FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE WATER AND SANITARY SEWER FACILITIES, PROVIDED, HOWEVER, THE CITY OF BIXBY SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES. ANY COSTS ASSOCIATED WITH THE REMOVAL AND REPLACEMENT OF SAID PAVEMENT SHALL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER.

6. THE FOREGOING COVENANTS CONCERNING THE WATER LINE AND SANITARY SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- C. OVERLAND DRAINAGE EASEMENTS

1. OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO THE CITY OF BIXBY OR ITS SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES WITHIN THESE EASEMENTS AND MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.

2. NO BUILDING STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF THE CITY OF BIXBY.

3. OVERLAND DRAINAGE EASEMENT AREAS SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION (SEE SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE PROPERTY OWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

a. THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.

b. THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

4. IN THE EVENT THE PROPERTY OWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE CONTOUR THEREIN, THE CITY OF BIXBY OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION AND THE COST THEREOF SHALL BE PAID BY THE PROPERTY OWNERS' ASSOCIATION. IN THE EVENT THE PROPERTY OWNERS' ASSOCIATION, AS THE CASE MAY BE, FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE PROPERTY. SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY.

- D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF VILLAGE OF SCERENO, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY.
- E. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SANITARY, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BIXBY OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.
- F. RESERVE AREA 'F' (PRIVATE STREET)

RESERVE AREA 'F' IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A MUTUAL ACCESS EASEMENT, UTILITY EASEMENT, OPEN SPACE, RECREATION, LANDSCAPING, SCREENING FENCES AND WALLS, ENTRY FEATURES, AND SUBDIVISION IDENTIFICATION SIGNS FOR THE USE, BENEFIT AND ENJOYMENT OF THE LOT OWNERS IN THE VILLAGE OF SCERENO.

THE MUTUAL ACCESS EASEMENT, DEPICTED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF EACH AFFECTED LOT OWNER, THEIR GUESTS, AND INVITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

THIS AREA IS ALSO RESERVED FOR CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSE OF THE ADMINISTRATION AND MAINTENANCE AS SET FORTH WITHIN SECTION IV THEREOF.
- G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO VILLAGE OF SCERENO 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, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF BIXBY.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, VILLAGE OF SCERENO WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS BXPUD-17.04 VILLAGE) AS PROVIDED WITHIN THE PROVISIONS OF THE BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS, AND

WHEREAS, BXPUD-17.04 VILLAGE WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON MAY 15, 2017 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, STATE OF OKLAHOMA, ON JUNE 26, 2017, THE IMPLEMENTING ORDINANCE NO. 2221 BEING ADOPTED AND PUBLISHED ON JUNE 26, 2017, 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, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

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

SECTION III. ARCHITECTURAL REVIEW COMMITTEE

1. THE OWNER/DEVELOPER OF COURTS AND COMMONS AT THE VILLAGE OF SCERENO SHALL BE A MEMBER OF THE ARCHITECTURAL COMMITTEE ESTABLISHED BY THE PLAT OF THE BRIDGE AT VILLAGE OF SCERENO, AND SHALL HAVE ALL THE POWERS AND DUTIES AS A VOTING MEMBER ESTABLISHED THEREIN.

SECTION IV. PROPERTY OWNERS' ASSOCIATION

- A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER/DEVELOPER OF THE BRIDGE AT VILLAGE OF SCERENO FORMED A PROPERTY OWNERS' ASSOCIATION WHICH IS THE PRINCIPLE PROPERTY OWNERS' ASSOCIATION AFFECTING AND INCLUDING EACH OWNER OF A LOT OF RECORD WITHIN THE SUBDIVISION.
- B. MEMBERSHIP

ANY OWNER OF A LOT IN VILLAGE OF SCERENO SHALL AUTOMATICALLY BECOME A MEMBER OF THE PROPERTY OWNERS' ASSOCIATION. MEMBERSHIP OF THE PROPERTY OWNERS' ASSOCIATION SHALL BE LIMITED TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO A LOT SITUATED WITHIN VILLAGE OF SCERENO. THE FOREGOING IS NOT INTENDED TO INCLUDE PERSONS OR ENTITIES THAT HOLD AN INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION, OTHER THAN CONTRACT SELLERS.
- C. ASSESSMENT

EACH RECORD OWNER OF A LOT WITHIN VILLAGE OF SCERENO SHALL BE SUBJECT TO ASSESSMENT BY THE VILLAGE OF SCERENO PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF COMMON AREAS OF THE VILLAGE OF SCERENO SUBDIVISION, WHICH SHALL INCLUDE RESERVE AREA 'F'.
- SECTION V. 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, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND RIGHTS-OF-WAY, 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 THE OWNERS OF THE LOTS WITHIN VILLAGE OF SCERENO AND THE CITY OF BIXBY AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN VILLAGE OF SCERENO SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, ANY OWNER OF A LOT OR A PROPERTY OWNERS' ASSOCIATION FORMED FOR THIS 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 HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT IN ANY JUDICIAL ACTION BROUGHT BY A PROPERTY OWNERS' ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND RIGHTS-OF-WAY 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 WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED AT ANY TIME WITH APPROVAL BY THE CITY OF BIXBY PLANNING COMMISSION AND BIXBY CITY COUNCIL. THE COVENANTS WITHIN SECTION III. ARCHITECTURAL REVIEW COMMITTEE AND SECTION IV. PROPERTY OWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY AGREEMENT OF THE LOT OWNERS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

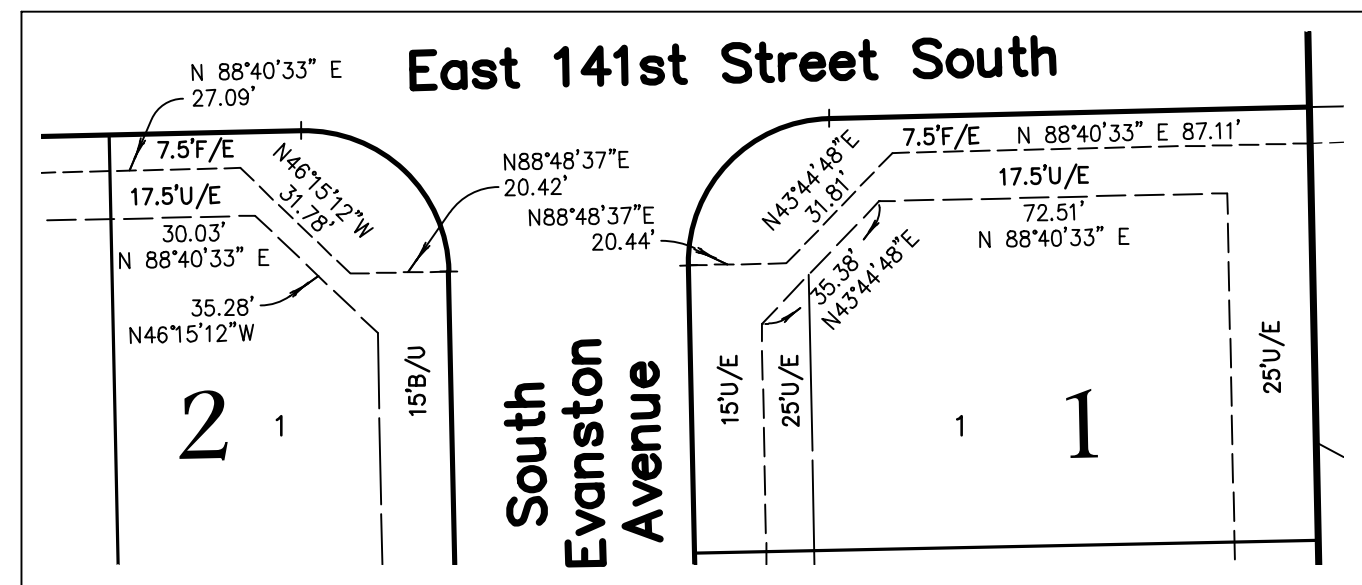
INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
- IN WITNESS WHEREOF:
- RAJ AND JOSH VENTURES LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2023.
- RAJ AND JOSH VENTURES LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
- BY: _____
JOSH JUAREZ, MEMBER
- STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)
- BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2023, PERSONALLY APPEARED JOSH JUAREZ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MEMBER, THAT HE EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.
- MY COMMISSION EXPIRES:
- MY COMMISSION NUMBER:
- CERTIFICATE OF SURVEY
- I, CLIFF BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #1460, 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 "COURTS AND COMMONS AT VILLAGE OF SCERENO", 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 MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- CLIFF BENNETT
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1815
- STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)
- BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ TH DAY OF _____, 2023, PERSONALLY APPEARED CLIFF BENNETT TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA PROFESSIONAL CORPORATION, FOR THE USES AND PURPOSE THEREIN SET FORTH.
- MY COMMISSION EXPIRES:
- MY COMMISSION NUMBER:
- COURTS AND COMMONS
AT VILLAGE OF SCERENO
SHEET 2 OF 2
- Date of Preparation: July 5, 2023

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORDBRG(CB)	CHORDDIS(CD)
1	47.19'	30.00'	90°08'04"	N46°15'25"W	42.48'
2	47.05'	30.00'	89°51'56"	N43°44'35"E	42.38'
3	39.27'	25.00'	90°00'00"	N43°48'37"E	35.36'
4	21.03'	25.00'	48°11'23"	N67°05'41"W	20.41'
5	241.20'	50.00'	276°22'46"	N1°11'23"W	66.67'
6	21.03'	25.00'	48°11'23"	N64°42'56"E	20.41'
7	39.27'	25.00'	90°00'00"	N46°11'23"W	35.36'
8	41.23'	250.00'	9°26'55"	N3°32'05"E	41.18'
9	57.23'	300.00'	10°55'46"	N4°16'31"E	57.14'
10	91.23'	475.00'	11°00'15"	N85°41'15"W	91.09'
11	157.05'	525.00'	17°08'21"	N82°37'12"W	156.46'
12	39.24'	25.00'	89°55'32"	N35°13'22"W	35.33'
13	40.26'	25.00'	92°15'47"	N54°23'25"E	36.05'
14	142.09'	475.00'	17°08'21"	N82°37'12"W	141.56'
15	107.31'	525.00'	11°42'41"	N85°20'02"W	107.13'
16	34.93'	25.00'	80°03'43"	N48°46'46"E	32.16'
17	42.81'	25.00'	98°06'57"	N42°07'54"W	37.77'
18	243.88'	1200.00'	11°38'39"	N4°37'57"E	243.45'
19	177.07'	1250.00'	8°06'57"	N2°52'06"E	176.91'
20	18.69'	25.00'	42°50'00"	N22°36'23"W	18.26'
21	153.31'	50.00'	175°40'01"	N43°48'37"E	99.93'
22	18.69'	25.00'	42°50'00"	N69°46'22"W	18.26'

Lot Area & Address Table

AREA LABEL	AREA(SQFT)	ADDRESS	AREA LABEL	AREA(SQFT)	ADDRESS
BLOCK 1 LOT 1	11517	14111 S EVANSTON AVE	BLOCK 2 LOT 15	8937	2837 E 142ND ST S
BLOCK 1 LOT 2	9099	14125 S EVANSTON AVE	BLOCK 2 LOT 16	8937	2835 E 142ND ST S
BLOCK 1 LOT 3	8449	14139 S EVANSTON AVE	BLOCK 2 LOT 17	8653	2833 E 142ND ST S
BLOCK 1 LOT 4	8450	14153 S EVANSTON AVE	BLOCK 2 LOT 18	13409	2831 E 142ND ST S
BLOCK 1 LOT 5	8450	14167 S EVANSTON AVE	BLOCK 2 LOT 19	20577	14202 S DELAWARE PL
BLOCK 1 LOT 6	8450	14181 S EVANSTON AVE	BLOCK 2 LOT 20	10662	14216 S DELAWARE PL
BLOCK 1 LOT 7	8450	14195 S EVANSTON AVE	BLOCK 2 LOT 21	12058	14230 S DELAWARE PL
BLOCK 1 LOT 8	8450	14213 S EVANSTON AVE	BLOCK 2 LOT 22	11244	14244 S DELAWARE PL
BLOCK 1 LOT 9	8450	14227 S EVANSTON AVE	BLOCK 2 LOT 23	12042	14258 S DELAWARE PL
BLOCK 1 LOT 10	8450	14241 S EVANSTON AVE	BLOCK 2 LOT 24	11013	14272 S DELAWARE PL
BLOCK 1 LOT 11	8450	14255 S EVANSTON AVE	BLOCK 2 LOT 25	10616	14286 S DELAWARE PL
BLOCK 1 LOT 12	8450	14269 S EVANSTON AVE	BLOCK 2 LOT 26	9984	14290 S DELAWARE PL
BLOCK 1 LOT 13	9100	14283 S EVANSTON AVE			
BLOCK 1 LOT 14	11202	14297 S EVANSTON AVE			
BLOCK 2 LOT 1	9538	2847 E 141ST CT S	BLOCK 3 LOT 1	9616	14214 S EVANSTON AVE
BLOCK 2 LOT 2	9152	2843 E 141ST CT S	BLOCK 3 LOT 2	8450	14228 S EVANSTON AVE
BLOCK 2 LOT 3	9142	2839 E 141ST CT S	BLOCK 3 LOT 3	8450	14242 S EVANSTON AVE
BLOCK 2 LOT 4	9131	2835 E 141ST CT S	BLOCK 3 LOT 4	8450	14256 S EVANSTON AVE
BLOCK 2 LOT 5	8685	2831 E 141ST CT S	BLOCK 3 LOT 5	8450	14270 S EVANSTON AVE
BLOCK 2 LOT 6	16868	2827 E 141ST CT S	BLOCK 3 LOT 6	10271	14284 S EVANSTON AVE
BLOCK 2 LOT 7	12557	2823 E 141ST CT S	BLOCK 3 LOT 7	10422	14285 S DELAWARE PL
BLOCK 2 LOT 8	15792	2825 E 141ST CT S	BLOCK 3 LOT 8	8707	14271 S DELAWARE PL
BLOCK 2 LOT 9	9182	2830 E 141ST CT S	BLOCK 3 LOT 9	8487	14257 S DELAWARE PL
BLOCK 2 LOT 10	8937	2834 E 141ST CT S	BLOCK 3 LOT 10	8450	14243 S DELAWARE PL
BLOCK 2 LOT 11	8937	288 E 141ST CT S	BLOCK 3 LOT 11	8450	14229 S DELAWARE PL
BLOCK 2 LOT 12	8937	2842 E 141ST CT S	BLOCK 3 LOT 12	9616	14215 S DELAWARE PL
BLOCK 2 LOT 13	9491	2844 E 141ST CT S			
BLOCK 2 LOT 14	9491	2839 E 142ND ST S	RESERVE A	127930	2910 E 143RD ST S
			RESERVE B	8522	



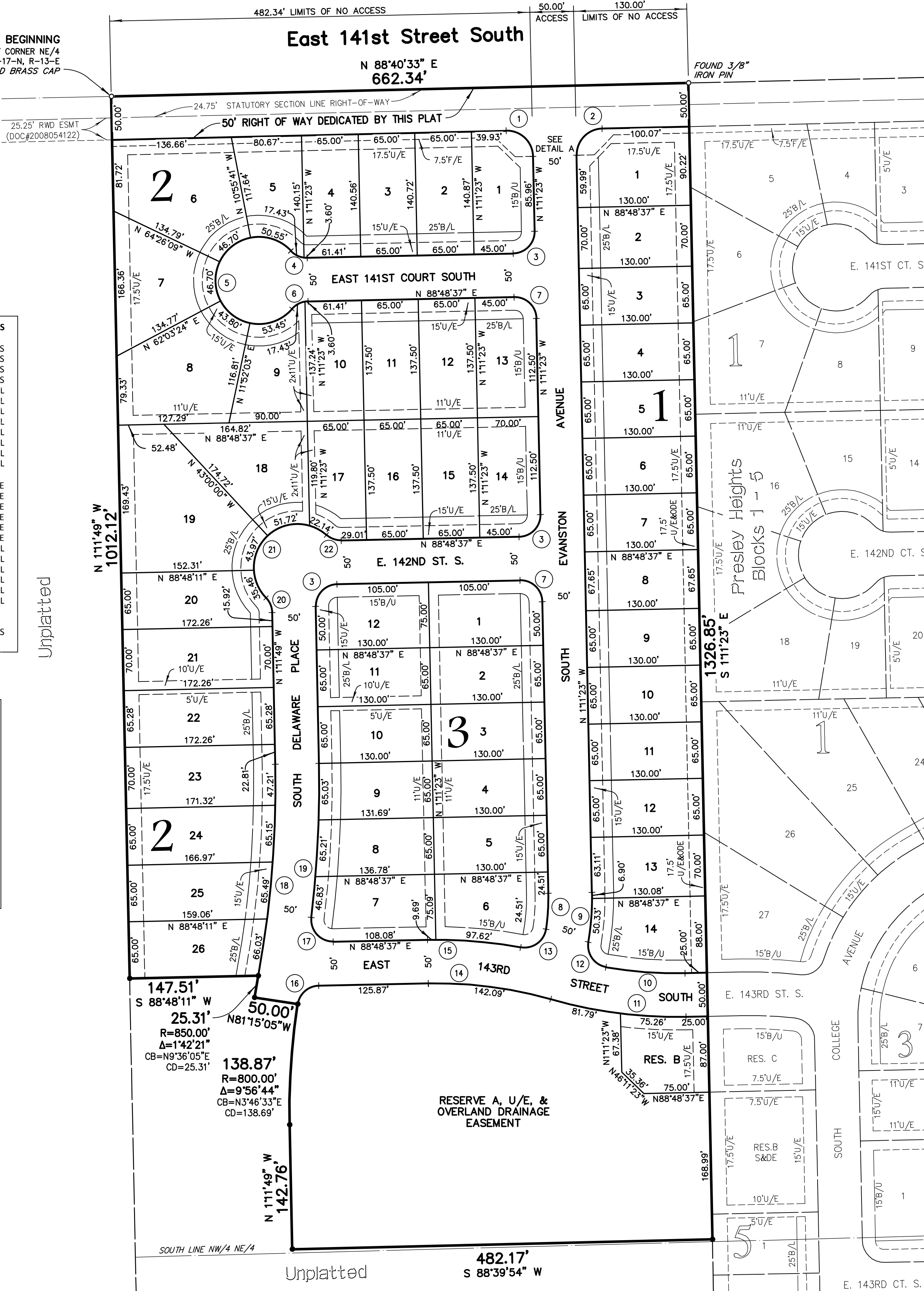
Detail A
SCALE: 1"=40'

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 FOUND OR 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 BRASS CAP AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 17;
 - FOUND BRASS CAP AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 17;THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°40'33" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BIXBY AND WERE 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 141ST STREET SOUTH BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT AND EAST 143RD STREET SOUTH, BEING A PUBLIC STREET.
- ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY.

DATE OF PREPARATION: July 3, 2023

POINT OF BEGINNING
NORTHWEST CORNER NE/4
SECTION 17, T-17-N, R-13-E
FOUND BRASS CAP



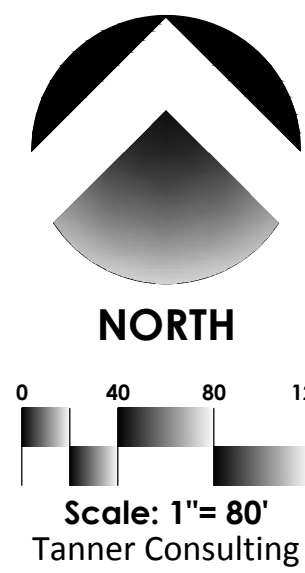
Conditional Final Plat

BXPUD-21.10

Presley Heights West

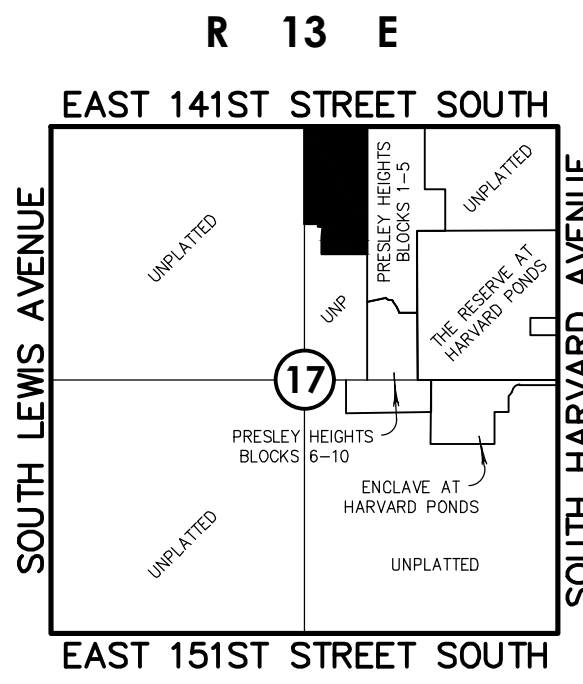
Blocks 1-3

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SEVENTEEN (17)
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

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
| Δ | DELTA ANGLE |
- DOC DOCUMENT
- ESMT EASEMENT
- F/E FENCE EASEMENT
- ODE OVERLAND DRAINAGE EASEMENT
- RES. RESERVE
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT
- o FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)



Location Map

Scale: 1"= 2000'

SUBDIVISION CONTAINS:

FIFTY-TWO (52) LOTS
IN THREE (3) BLOCKS
WITH (2) RESERVE AREAS

GROSS SUBDIVISION AREA: 18.883 ACRES

OWNER:

141st Bixby, LLC

AN OKLAHOMA LIMITED LIABILITY COMPANY
MIKE WALLACE, MANAGER
114 South 3rd Street
Jenks, Oklahoma 74037
Phone: (918)298-6100

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

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2025
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved
by the Jenks City Council
on _____

MAYOR-VICE MAYOR

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

CITY MANAGER

Conditional Final Plat

BXPUD-21.10

Presley Heights West Blocks 1-3

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SEVENTEEN (17)
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 & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

141ST BIXBY, 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 PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NE/4; THENCE NORTH 88°40'33" EAST, AND ALONG THE NORTH LINE OF THE NE/4, FOR A DISTANCE OF 662.34 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF "PRESLEY HEIGHTS BLOCKS 1-5", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6831); THENCE SOUTH 1°11'23" EAST, AND ALONG THE WEST LINE OF SAID "PRESLEY HEIGHTS BLOCKS 1-5", FOR A DISTANCE OF 1326.85 FEET; THENCE SOUTH 88°39'54" WEST, FOR A DISTANCE OF 482.17 FEET; THENCE NORTH 1°11'49" WEST, FOR A DISTANCE OF 142.76 FEET TO A POINT OF CURVATURE;

THENCE ALONG AN 800.00-FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 9°56'44", A CHORD BEARING AND DISTANCE OF NORTH 3°46'33" EAST FOR 138.69 FEET, FOR AN ARC DISTANCE OF 138.87 FEET; THENCE NORTH 81°15'05" WEST, FOR A DISTANCE OF 50.00 FEET; THENCE ALONG AN 850.00-FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 8°44'55" EAST, A CENTRAL ANGLE OF 1°42'21", A CHORD BEARING AND DISTANCE OF NORTH 9°36'05" EAST FOR 25.31 FEET, FOR AN ARC DISTANCE OF 25.31 FEET; THENCE SOUTH 88°48'11" WEST, FOR A DISTANCE OF 147.51 FEET TO A POINT ON THE WEST LINE OF THE NE/4; THENCE NORTH 1°11'49" WEST, AND ALONG SAID WEST LINE, FOR A DISTANCE OF 1012.12 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 822,545 SQUARE FEET OR 18.883 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:

- (a) BRASS CAP FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 17;
- (b) BRASS CAP FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 17;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°40'33" EAST.

141ST BIXBY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS AND STREETS AND HAS DESIGNATED THE SAME AS "PRESLEY HEIGHTS WEST BLOCKS 1-3", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I. - PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES TO THE PUBLIC FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES TO THE PUBLIC 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, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS; PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, AND REPLACING 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 AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR 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

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE WEST AND NORTH PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION AND WITHIN THE RIGHT-OF-WAY OF EAST 141ST STREET SOUTH AS DEDICATED BY THIS PLAT. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES 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.

- 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.

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

- THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, COMMUNICATION, AND GAS SERVICES, AND THE OWNERS OF EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION AGREE TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON THEIR LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY. 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 FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SAID MAINS OR FACILITIES, SHALL BE PROHIBITED, AND IF SO ALTERED BY THE LOT OR RESERVE AREA OWNER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES, SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.
- CREEK COUNTY RURAL WATER DISTRICT NO. 2, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF EACH LOT AND RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
- THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT AND RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
- CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE CITY OF BIXBY, OR THEIR RESPECTIVE SUCCESSORS, THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
- ALL WATER LINES 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 CREEK COUNTY RURAL WATER DISTRICT NO. 2 IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE OWNER/DEVELOPER SHALL ASSIST CREEK COUNTY RURAL WATER DISTRICT NO. 2 IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

- ALL SANITARY SEWER LINES 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, THE OWNER/DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

- THE FOREGOING COVENANTS CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY CREEK COUNTY RURAL WATER DISTRICT NO. 2 AND THE CITY OF BIXBY, OR THEIR RESPECTIVE SUCCESSORS, AND THE OWNERS OF EACH LOT AND RESERVE AREA AGREE TO BE BOUND HEREBY.

D. 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 PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, THE HOMEOWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV. (THE "ASSOCIATION"), AND BY THE CITY OF BIXBY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

F. FENCE AND LANDSCAPE EASEMENTS

- THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT TO THE HOMEOWNERS' ASSOCIATION THE FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/E" ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND OF THE ASSOCIATION. THE FENCE AND LANDSCAPE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, IRRIGATION SYSTEMS, LIGHTING, SIGNAGE, AND LANDSCAPING, AND FOR THE MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS, AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG LOTS IN THE SUBDIVISION WHICH CONTAIN SUCH EASEMENTS. THE RIGHTS HEREIN ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY EASEMENTS ELSEWHERE DEDICATED HEREIN.

G. RESERVE AREAS AND OVERLAND DRAINAGE EASEMENTS

- PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVES A ARE DESIGNATED AND CREATED FOR VARIOUS PURPOSES INCLUDING PROVIDING FOR STORMWATER DRAINAGE AND DETENTION, LANDSCAPING, OPEN SPACE, PRIVATE RECREATION, AND OTHER USES AS DETERMINED BY THE OWNER/DEVELOPER AND APPROVED BY THE CITY OF BIXBY, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

- THE OWNER/DEVELOPER HEREBY ESTABLISHES AND DEDICATES TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE OVERLAND DRAINAGE EASEMENTS ON, OVER AND ACROSS THOSE AREAS AS DEPICTED AND SO IDENTIFIED ON THE ACCOMPANYING PLAT, INCLUDING, WITHOUT LIMITATION, RESERVE A, FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.
- THE DETENTION AND DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BIXBY, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN OVERLAND DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.

- RESERVES A AND B, AND THE STORMWATER DRAINAGE AND DETENTION, PRIVATE RECREATIONAL, AND ALL OTHER FACILITIES AND IMPROVEMENTS THEREIN LOCATED, SHALL BE MAINTAINED BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS THE RESERVE AREAS ARE CONVEYED TO THE HOMEOWNERS' ASSOCIATION, WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES. MAINTENANCE OF THE RESERVE AREAS SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

- EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' 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 RESERVES A AND B AND FURTHER AGREES THAT NEITHER THE CITY OF BIXBY NOR THE OWNER/DEVELOPER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

SECTION II. - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-21.10 ("PRESLEY HEIGHTS WEST") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-21.10 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON AUGUST 16, 2021, AND APPROVED BY THE BIXBY CITY COUNCIL ON AUGUST 23, 2021, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 2361) APPROVED AUGUST 23, 2021, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT (PUD) 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 PUD AND ANY AMENDMENTS THERETO, AND

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

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

A. DEVELOPMENT IN ACCORDANCE WITH PUD

THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-21.10, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-21.10 AS MAY BE SUBSEQUENTLY APPROVED.

B. DEVELOPMENT STANDARDS

THE SUBDIVISION SHALL BE DEVELOPED IN ACCORDANCE WITH THE RS-3 ZONING DISTRICT ZONING REGULATIONS AS EXIST IN THE CITY OF BIXBY ZONING CODE AS OF JULY 20, 2021.

C. ADDITIONAL DEVELOPMENT STANDARDS

A SINGLE-STORY DWELLING SHALL HAVE AT LEAST 2,200 SQUARE FEET OF FINISHED HEATED LIVING AREA. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST FLOOR OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 2,400 SQUARE FEET OF FINISHED HEATED AND LIVING AREA.

THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE 100% BRICK, STONE, OR STUCCO (EXCLUDING WINDOWS AND DOORS). AT THE DISCRETION OF THE ARCHITECTURAL COMMITTEE, THE 100% REQUIRED MASONRY MAY BE WAIVED FOR PORCHES AND PATIOS.

D. PLATTING AND SITE PLAN REQUIREMENTS

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

E. CITY DEPARTMENT REQUIREMENTS

DEVELOPMENT WITHIN THE PUD SHALL COMPLY WITH ALL CITY OF BIXBY STANDARDS AND THE REQUIREMENTS OF ALL CITY DEPARTMENTS.

SECTION III. - PRIVATE USE AND BUILDING RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. THEREFORE, THE OWNER/DEVELOPER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, EACH LOT OWNER AND THEIR SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. ARCHITECTURAL COMMITTEE-PLAN REVIEW

- AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED IN THIS SUBSECTION. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY OWNER/DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION; AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE ASSOCIATION, PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.

- NO BUILDING, FENCE, WALL, OR FREE STANDING MAILBOX SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS THEREFOR HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND SHALL INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS, AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE OF SUCH PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 20 DAYS AFTER SUBMISSION, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

- THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED IT MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING, STRUCTURE, OR ALTERATION, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RECOMMENDATION OF BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR BUILDING CODE COMPLIANCE. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

B. GARAGES

EACH DWELLING SHALL HAVE AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

C. FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE, OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

D. SEASONAL DECORATIONS

ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

E. GARAGE SALES/YARD SALES

GARAGE SALES/YARD SALES WILL BE ALLOWED TWICE EACH CALENDAR YEAR. THE DATES THEREOF SHALL BE SET BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

F. WINDOWS

ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

G. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12 OVER 75% OF THE HORIZONTAL AREA COVERED BY ROOF AND NO ROOF SHALL HAVE A PITCH OF LESS THAN 3/12.

Conditional Final Plat

BXPUD-21.10

Presley Heights West

Blocks 1-3

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

SECTION III. - PRIVATE BUILDING AND USE RESTRICTIONS (CONTINUED)

H. ROOFING MATERIALS

ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES (NOT LESS THAN 230-LB 30 YEAR AND WEATHERED WOOD IN COLOR), PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD HEREINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND COLOR WHICH IS COMPATIBLE WITH THE ROOFING FIRST ABOVE DESCRIBED. SOLAR COLLECTION DEVICES OF ANY KIND ARE PROHIBITED. EXCEPTING SATELLITE DISHES AS PROVIDED ELSEWHERE HEREIN, ROOF-MOUNTED EQUIPMENT INCLUDING BUT NOT LIMITED TO MECHANICAL AND AIR CONDITIONING SYSTEMS, ARE PROHIBITED.

I. ROOFTOP PROTRUSIONS

METAL ROOFTOP PROTRUSIONS ON THE RESIDENCE, SUCH AS VENTS AND HOODS, SHALL BE PAINTED TO MATCH THE ROOF COLOR SELECTIONS (WEATHERED WOOD).

J. ON-SITE CONSTRUCTION

NO EXISTING OR OFF-SITE BUILT STRUCTURE SHALL BE MOVED ONTO OR PLACED ON ANY LOT.

K. OUTBUILDINGS

OUTBUILDINGS ARE PROHIBITED. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.

L. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

M. FENCING

ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BIXBY ZONING CODE, OR THE MORE RESTRICTIVE REQUIREMENTS PRESENTED HEREIN. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. FENCES ON CORNER LOTS SHALL BE SET BACK A MINIMUM OF 7.5 FEET FROM THE SIDE YARD LOT LINE ABUTTING A STREET. ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD, AND CHAIN LINK, BARBED WIRE, MESH, AND OTHER METAL FENCING SHALL BE PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PRE-APPROVED BY THE ARCHITECTURAL COMMITTEE.

N. GROUND-MOUNTED SOLAR COLLECTION DEVICES

GROUND-MOUNTED SOLAR COLLECTION DEVICES CONNECTED TO THE ELECTRICAL SYSTEM OF THE HOUSE OR POWER GRID ARE PROHIBITED. SMALL GROUND-MOUNTED SOLAR COLLECTION DEVICES ILLUMINATING LANDSCAPING OR BUILDING EXTERIORS SHALL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL.

O. ANTENNAS

1. EXTERIOR TELEVISION, "CB" RADIO, OR OTHER ANTENNA, INCLUDING SATELLITE DISHES, SHALL BE PROHIBITED WITH THE FOLLOWING EXCEPTION. SMALL SATELLITE DISHES WHICH DO NOT EXCEED 20" IN DIAMETER SHALL BE ALLOWED SO LONG AS THE DISH IS INSTALLED ON THE BACK OF THE DWELLING AND IS NOT VISIBLE FROM ANY STREET WITHIN THE SUBDIVISION.

2. WAIVER: THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.

P. LANDSCAPING AND LOT MAINTENANCE

1. EACH LOT OWNER SHALL SOD THE YARD OF A LOT AT THE TIME OF CONSTRUCTION OF A RESIDENCE THEREON. AT THE TIME OF SUCH CONSTRUCTION, THE LOT OWNER SHALL INSTALL A MINIMUM EQUIVALENT WORTH OF \$500.00 OF LANDSCAPING MATERIALS (TREES, SHRUBS, GROUNDCOVER, ETC.) EXCLUSIVE OF SODDING.

2. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH, AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED, OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

3. NO LUMBER, METALS, BULK MATERIALS, REFUSE, OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR RESERVE AREA, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE. IF TRASH OR OTHER REFUSE IS TO BE DISPOSED OF BY BEING PICKED UP AND CARRIED AWAY ON A REGULAR AND RECURRING BASIS, CONTAINERS MAY BE PLACED IN THE OPEN ON ANY DAY THAT A PICKUP IS TO BE MADE, AT SUCH PLACE ON THE

LOT SO AS TO PROVIDE ACCESS FOR PICKUP. AT ALL OTHER TIMES, SUCH CONTAINERS SHALL BE STORED IN SUCH A MANNER SO THAT THEY CANNOT BE SEEN FROM ADJACENT AND SURROUNDING PROPERTY. THE ARCHITECTURAL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE REASONABLE RULES AND REGULATIONS RELATING TO THE SIZE, SHAPE, COLOR, AND TYPE OF CONTAINERS PERMITTED AND THE MANNER OF STORAGE OF THE SAME.

Q. RECREATIONAL VEHICLES AND BOATS

BOATS, TRAILERS, CAMPERS, MOTOR HOMES, AND SIMILAR RECREATIONAL VEHICLES AND EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD OF IN EXCESS OF 48 HOURS PER WEEK IF IT IS WITHIN VIEW FROM ADJOINING PROPERTY OWNERS OR THE STREET.

R. INOPERATIVE VEHICLES

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MAINTENANCE OR REPAIRS TO VEHICLES, BOATS, MOTOR HOMES, OR RECREATIONAL VEHICLES SHALL BE PERFORMED, EXCEPT IN AN ENCLOSED GARAGE.

S. CLOTHESLINES

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

T. TRASH CONTAINERS

TRASH CONTAINERS, EXCEPT DURING PERIODS OF COLLECTION, AND WITHIN TWELVE (12) HOURS OF COLLECTION, SHALL BE STORED OUT OF VIEW FROM ABUTTING STREETS, NO EXPOSED GARBAGE CANS, TRASH CAN, OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT.

U. MAILBOXES

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

V. ANIMALS

NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD, OR KEPT IN THE SUBDIVISION, EXCEPT THAT TWO DOGS, TWO CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

W. NOXIOUS ACTIVITY

NO ACTIVITY OF A NOXIOUS OR OFFENSIVE NATURE SHALL BE CARRIED OUT OR ALLOWED BY ANY RESIDENT FOR ANY PURPOSE UPON ANY LOT, NOR SHALL ANY COMMERCIAL OR TRADE ACTIVITY TAKE PLACE OR BE ALLOWED THEREON THAT MIGHT BE OR MIGHT BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

X. SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 6 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD: EXCEPT, HOWEVER, OWNER/DEVELOPER MAY MAINTAIN SIGNS OF ANY SIZE ON RESERVE AREAS AND ON LOTS OWNED BY IT SO LONG AS IT OWNS A LOT IN THE SUBDIVISION.

Y. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF CONSTRUCTION MATERIALS FOR A PERIOD OF GREATER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION AND ALL CONSTRUCTION SHALL BE COMPLETED WITHIN 9 MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION. READY MIX CONCRETE TRUCKS SHALL WASH OUT ONLY ON THE PROPERTY ON WHICH THE CONCRETE IS BEING DELIVERED OR SUCH OTHER AREA AS MAY BE DESIGNATED BY THE OWNER/DEVELOPER. PROPERTY OWNERS SHALL BE RESPONSIBLE FOR ASSURING THAT CONCRETE DELIVERED TO THEIR LOT STAYS ON THEIR LOT AND SHALL BE RESPONSIBLE FOR CLEANUP IF CONCRETE DELIVERED TO A LOT IS SPILLED OR WASHED ONTO STREETS OR OTHER LOTS.

Z. TEMPORARY TRASH RECEPTACLE

A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

AA. BASKETBALL GOAL

NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN THE STREET RIGHTS OF WAY.

SECTION IV. - HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, A NOT-FOR-PROFIT CORPORATE ENTITY, AN ASSOCIATION (THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION") COMPRISED OF ALL OWNERS OF LOTS WITHIN "PRESLEY HEIGHTS BLOCKS 1-5", PLAT NO. 6831 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, "PRESLEY HEIGHTS BLOCKS 6-10", PLAT NO. 6986 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, "PRESLEY HEIGHTS WEST BLOCKS 1-3", AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, WHICH ASSOCIATION IS ESTABLISHED AND FORMED (OR TO BE ESTABLISHED AND FORMED) FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVE AREAS, FENCE AND LANDSCAPE EASEMENTS, AND OTHER PROPERTY AND FACILITIES THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF "PRESLEY HEIGHTS BLOCKS 1-5," "PRESLEY HEIGHTS BLOCKS 6-10", THIS SUBDIVISION, AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND 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 THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND FILED OF RECORD BY THE OWNER/DEVELOPER. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

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

SECTION V. - ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY

A. ENFORCEMENT AND DURATION

THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEES, TRANSFEREES, SUCCESSORS, AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED. IF ANY LOT OWNER SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY OR ANY PERSONS OWNING A LOT WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT(S) TO PREVENT HIM/HER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT(S) OR TO RECOVER DAMAGES FOR SUCH VIOLATION(S).

B. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PUD RESTRICTIONS RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-21.10 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 BXPUD-21.10 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS WITHIN SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS AND SECTION IV. HOMEOWNERS' ASSOCIATION 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 ONE (1) LOT WITHIN PRESLEY HEIGHTS WEST BLOCKS 1-3 OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION III. OR IV. 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 WITHIN THE SUBDIVISION, PROVIDED HOWEVER, IN THE EVENT OF A CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL GOVERN. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

C. SEVERABILITY

THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE, OR PROVISIONS HEREIN CONTAINED SHALL NOT RENDER THE BALANCE OF THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE, OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE OWNER/DEVELOPER. THE FAILURE OF THE OWNER/DEVELOPER OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY RESTRICTION, COVENANT, OR CONDITION AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY NOR A MODIFICATION OF THESE RESTRICTIONS, COVENANTS, OR CONDITIONS.

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON JULY 20, 2021.

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

141ST BIXBY, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2023, PERSONALLY APPEARED MIKE WALLACE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF 141ST BIXBY, 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 141ST BIXBY, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH, GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST 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 "PRESLEY HEIGHTS WEST BLOCKS 1-3", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2023.



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

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 2023, PERSONALLY APPEARED TO ME DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2024

MY COMMISSION EXPIRES

NOTARY PUBLIC





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Scott C. Webb

Partial Image (p) ACDC408.png

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Nicole Watts



wallace design collective, pc
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oklahoma ca #1460 exp 6/30/25
PROJECT NAME

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12265 S. Memorial
Bixby OK 74008

[illegible]

Interim Review Only
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PROJECT NUMBER

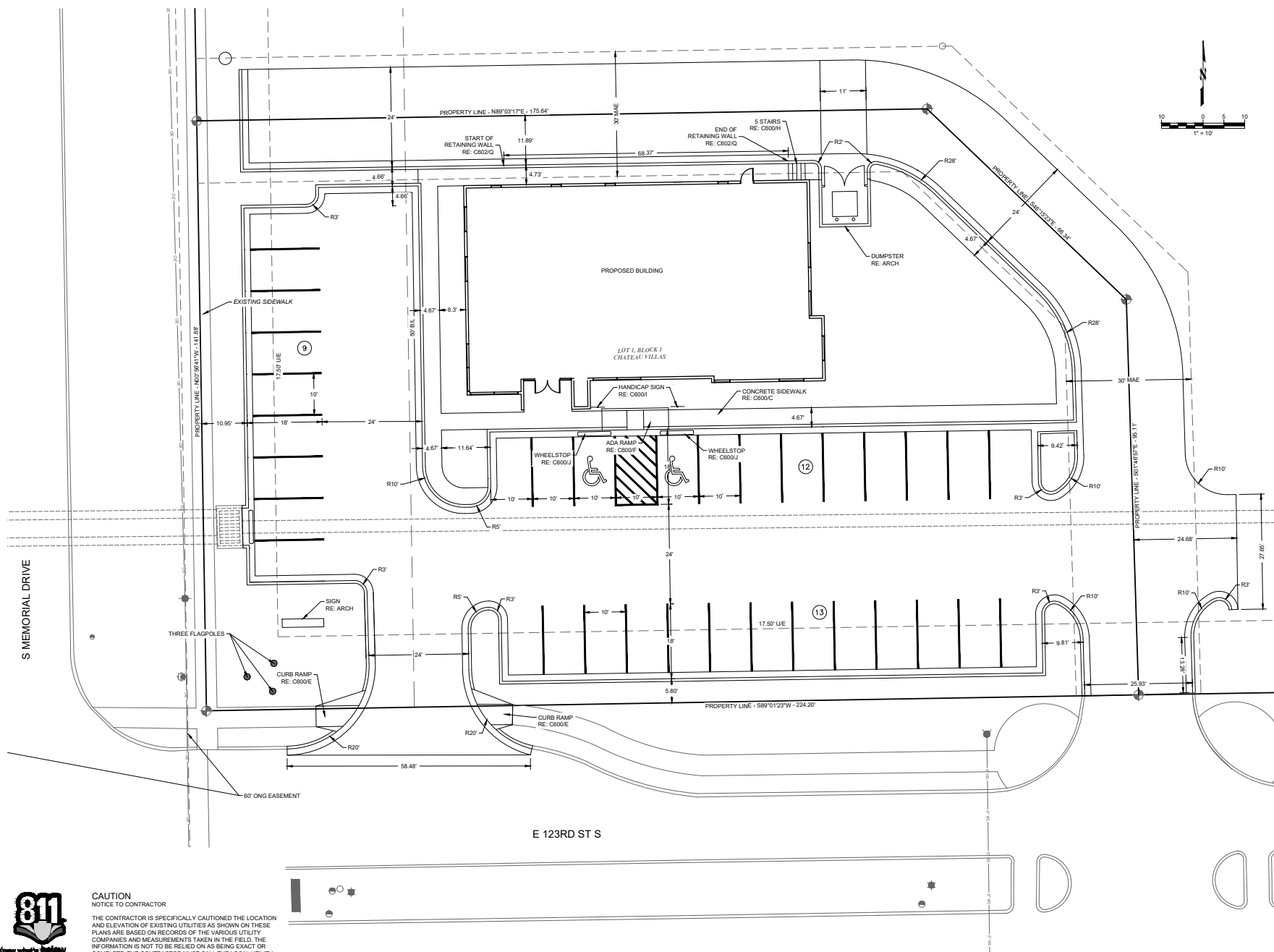
23.006.00

DRAWING NAME _____

DETAILED SITE PLAN

DRAWING NUMBER

C301



CAUTION
NOTICE TO CONTRACTOR

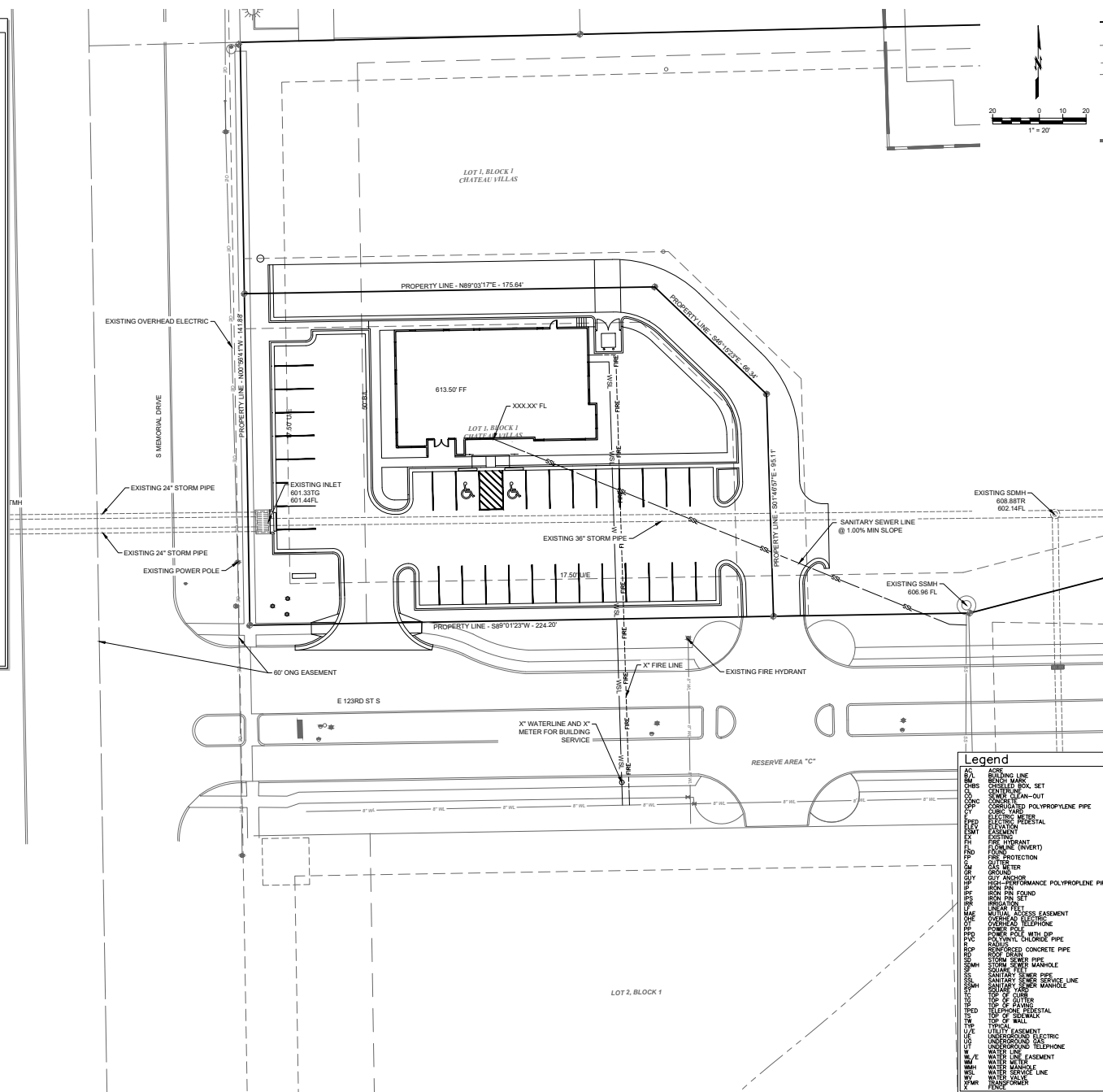
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES.

1. COORDINATION - PRIVATE FRANCHISED UTILITIES BY THIS FIRM IS LIMITED TO PROVIDING INFORMATION TO THE OPERATORS OF PRIVATE UTILITIES.
2. THESE DRAWINGS DEPICT THE INTENT OF PRIVATE UTILITY ROUTINGS AS UNDERSTOOD OR ASSUMED DURING DESIGN PHASES OF THE PROJECT.
3. FINAL COORDINATION MAY BE REQUIRED AFTER THE DOCUMENTS ARE ISSUED AND, IN CASES, AFTER PROPOSED UTILITIES AND PAVEMENTS ARE IN PLACE.
4. THE OWNER OF SAID UTILITIES RESERVE THE RIGHT TO DESIGN, CONSTRUCT AND OPERATE OR RECONSTRUCT PRIVATE UTILITIES IN ACCORDANCE WITH THE RIGHTS ESTABLISHED WITHIN THE EXISTING AND FUTURE EASEMENTS.
5. THE LOCATIONS, ALIGNMENTS, DEPTHS, TYPE, AMOUNT AND QUALITY OF PROPOSED ELECTRICAL, NATURAL GAS AND TELECOMMUNICATIONS ARE NOT REGULATED OR CONTROLLED BY THESE DOCUMENTS.
6. IT IS THE OWNER/DEVELOPER'S RESPONSIBILITY TO NEGOTIATE ALL CONTRACTS FOR SERVICE WITH EACH INDIVIDUAL UTILITY COMPANY AND TO PROVIDE THE ENGINEER WITH AGREEMENTS FROM EACH UTILITY COMPANY.
7. THE CONTRACTOR SHALL COORDINATE ALL UTILITY SERVICES WITH UTILITY SUPPLIER. SEE SHEET C01 FOR UTILITY COMPANY NAMES AND PERSONNEL CONTACTS.
8. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING EACH SUPPLIER OF SERVICES TO CONFIRM THE CONDUIT AND TRENCHING REQUIREMENTS FOR ELECTRICAL, NATURAL GAS, AND TELECOMMUNICATIONS. THIS FIRM HAS INDICATED SERVICES FOR COORDINATION PURPOSES ONLY. THE CONTRACTOR RESERVES THE RIGHT TO INCORPORATE SHOP DRAWINGS AND SUBMITTALS PROVIDED BY SUPPLIERS AT A SUBSEQUENT TIME. KINLAW, KEITH & TODD, INC. DOES NOT OFFER AN OPINION AS TO THE TYPE OF MATERIALS, METHODS OR PROCEDURES TO BE USED.

TYPICAL CONDUIT TYPES:
WATERLINE CONDUIT: 4" PVC SCH40
ELECTRICAL CONDUIT: 4" PVC SCH40 (GRAY)
TELEPHONE CONDUIT: 4" PVC SCH40 (WHITE)
CABLE TELEVISION CONDUIT: 4" SDR 35 PVC (WHITE)

9. THE CONTRACTOR SHALL INSTALL ALL CONDUITS WITH A PULL STRING.
10. THE CONTRACTOR SHALL MAINTAIN A TWO FOOT (2') SEPARATION BETWEEN THE GAS LINE CONDUIT AND ALL OTHER CONDUITS.
11. THE CONTRACTOR SHALL COORDINATE ALL BUILDING CONNECTIONS WITH THE MECHANICAL, ELECTRICAL, AND PLUMBING PLANS.
12. THE CONTRACTOR SHALL INSTALL AND CONNECT WATER AND SEWER UTILITY LINES TO THE APPLICABLE CODES AND REGULATIONS.
13. THE CONTRACTOR SHALL INSTALL IRRIGATION LINES AND CONDUITS PER THE IRRIGATION PLANS PREPARED BY THE LANDSCAPE ARCHITECT.
140. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL CONDUITS PORT TO DRAINING WHETHER OR NOT SHOWN ON CIVIL PLANS.
14. ALL TRENCHES SHALL BE BACKFILLED PER UTILITY COMPANY SPECIFICATIONS AND COMPACTED TO A MINIMUM OF 95% TOWARD PROPER DENSITY UNLESS OTHERWISE INDICATED RE: GEOTECHNICAL REPORT.
15. CONSULT ARCHITECTURAL, PLUMBING & ELECTRIC PLANS FOR CONTINUATION OF UTILITY LINES INTO THE BUILDING. VERIFY LOCATIONS OF UTILITY ENTRY AND SIZE OF REQUIRED SERVICE LINE.
16. NOT ALL EXISTING UNDERGROUND UTILITIES MAY BE SHOWN ON THIS PLAN. THE EXACT LOCATIONS AND NOTIFICATIONS OF THE PROPER AGENCY ARE THE RESPONSIBILITY OF THE CONTRACTOR PRIOR TO CONSTRUCTION.
17. A FIRE LINE IS A PRIVATE PIPE SYSTEM CONNECTED DIRECTLY TO THE CITY WATER MAINS TO MAINTAIN A MINIMUM OF 100 PSI. THE RESPONSIBILITY OF THE PROPERTY OWNER AND BEGINS FROM THE BUILDING UP TO THE PUBLIC RIGHT-OF-WAY. UTILITY EASEMENT OR WATER EASEMENT. A FIRE LINE BY THE PRIVATE FUNCTION OF THE PROPERTY OWNER. THEREFORE, CONSEQUENTLY, IT IS SUBJECT TO THE REQUIREMENTS FOR BACKFLOW PREVENTION.
18. A FIRE LINE SHALL BE UTILIZES FOR THE FIRE PROTECTION ONLY AND SHALL SERVE AS A SOURCE FOR PROPER PROTECTION. A FIRE LINE IS A CONNECTION FOR ON SITE PERMITTING HYDRANTS OR AN INTERIOR FIRE SPRINKLER SYSTEM FOR A BUILDING. PRIVATE REVIEW AND APPROVAL INTEREST IS LIMITED ONLY TO THAT PORTION TO BE CONNECTED TO THE MAIN.

A FIRE LINE SHALL BE UTILIZED FOR THE FIRE PROTECTION ONLY AND SHALL SERVE ONLY A SINGLE PROPERTY. TYPICALLY, A FIRE LINE IS A CONNECTION FOR ON-SITE PRIVATE HYDRANTS OR AN INTERIOR FIRE SPRINKLER SYSTEM FOR A BUILDING. PERMITTING REVIEW AND APPROVAL INTEREST IS LIMITED ONLY TO THAT PORTION TO BE CONSTRUCTED IN THE ROW OR WATER EASEMENT.



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Partial Image © ACORNWEB.com

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tulsa, oklahoma 74103
918.481.6826 • 918.464.6869

oklahoma ca #1460 exp 6/30/25

PROJECT NAME

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Tangelo Orthodontics

12265 S. Memorial
Bixby OK 74008

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PROJECT NUMBER

23.006.00

DRAWING NAME

UTILITY PLAN

DRAWING NUMBER

C500



Know what's below.
Call before you dig.

CAUTION

CAUTION
NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES.