

Notice and Agenda Work Session Meeting of The Bixby City Council

Dawes Conference Room
113 West Dawes, Bixby, Oklahoma 74008
January 24, 2022 at 5:00 P.M.

Call to Order

Mayor Guthrie

Roll Call

City Clerk Yvonne Adams

Agenda

1. Discussion and recognition of the City Clerk's retirement.

Jared Cottle

Notice of Posting

This Notice and Agenda was posted on the bulletin board January 21st on or before 5:00 p.m., at City Hall, 116 West Needles Bixby Oklahoma.

Respectfully submitted,

Yvonne Adams, City Clerk

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

City Council Meeting Agenda

Municipal Building
116 W. Needles Ave., Bixby, OK 74008
January 24, 2022 at 6:00 P.M.

Call to Order

Mayor Guthrie

Roll Call

City Clerk Yvonne Adams

Pledge of Allegiance

Invocation

Consent Agenda

City Clerk's Report

Consider and approve:

- a) Minutes for the Work Session meeting dated 01/10/22.
- b) Minutes for the City Council meeting dated 01/10/22.
- c) Accept the infrastructure at Presley Heights (Phase 2) Development, located at S 141st St & Harvard, into the City's infrastructure.
- d) Discuss and/or approve Change Order Requests #3 and #4 for STP 121st and Mingo Intersection Improvement Project.
- e) Accept the infrastructure at Estates at Conrad Development, located on Sheridan at 153rd St S., into the City's infrastructure.

Persons who require a special accommodation to participate in this meeting should contact City Clerk Yvonne Adams, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or email [City Clerk Yvonne Adams](mailto:yadams@bixbyok.gov) (yadams@bixbyok.gov) as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf 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.

- f) Discuss and/or take action on Construction Funding Agreement with the Oklahoma Department of Transportation for the Memorial Synchronization Project from the Creek Turnpike to 171st Street.
- g) Discuss and/or take action on approval of American Rescue Plan Act (ARPA) project funding list.

Public comments are limited to items listed on the agenda.

Those wishing to speak on agenda items will need to appear in the City Council Chamber.

Persons who require a special accommodation to participate in this meeting should contact City Clerk Yvonne Adams, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or email [City Clerk Yvonne Adams](mailto:yadams@bixbyok.gov) (yadams@bixbyok.gov) as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf 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.

Regular Agenda

1. Consider and take action on Ordinance 2383 amendments to Chapter 5-Article e, including repealing and revising portions to comply with State Law.

Phil Frazier

2. Discussion and possible action to declare an emergency regarding Ordinance Number 2383 making it effective immediately upon passage and approval.

Phil Frazier

3. Discussion and possible action for AAB Engineering, LLC, Rowan Grove Blocks 1-3, Final Plat (BXPT-21.06). General Location: SE/c of East 131st Street South and South Mingo Road, Bixby, Oklahoma.

Carolyn Back

4. Discussion and possible action for Select Design, The Bungalows III at Willow Creek, Preliminary and Final Plats (BXPT-21.19). General Location: South of the SW/c of East 131st Street South and South Mingo Road, Bixby, Oklahoma.

Carolyn Back

5. Discussion and possible action for Select Design, Whitehawk Conference Center and Clubhouse, Development Area C - Preliminary and Final Plats (BXPT-21.18). General Location: North of the NE/c of East 151st Street South and South Yale Avenue, Bixby, Oklahoma.

Carolyn Back

6. Discussion and possible action for Tanner Consulting, LLC, Posey Creek 151, Preliminary Plat (BXPT-21.20). General Location: Northwest of the NW/c of East 151st Street South and South Harvard Avenue, Bixby, Oklahoma.

Carolyn Back

7. Discussion and possible action on Ordinance Number 2384 Tanner Consulting, LLC, Posey Creek 151, Rezone (BXZO-21.22), Planned Unit Development (BXPUD-21.14). General Location: Northwest of the NW/c of East 151st Street South and South Harvard Avenue, Bixby, Oklahoma.

Carolyn Back

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8. Discussion and possible action to declare an emergency regarding Ordinance Number 2384 making it effective immediately upon passage and approval.

Carolyn Back

9. Discussion and possible action on Ordinance Number 2385, Tanner Consulting, LLC, The Flats at 151, Rezone (BXZO-21.23) and Planned Unit Development (BXPUD-21.15). General Location: Northside of East 151st Street South between North Montgomery Street and North Riverview Road, Bixby, Oklahoma.

Carolyn Back

10. Discussion and possible action to declare an emergency regarding Ordinance Number 2385 making it effective immediately upon passage and approval.

Carolyn Back

11. Discussion and possible action on Ordinance Number 2368, Bixby Comprehensive Plan (BXCP-21.11), Amendment to the Comprehensive Plan for Neafus Property, Low-Density Residential to Neighborhood Commercial, to allow for (CS) Commercial Shopping zoning in the of City of Bixby. Development contains 1.099 acres (more or less) in Section 11, Township 17N, Range 13E. General Location: 8050 East 131st Street South, Bixby, Oklahoma.

Carolyn Back

12. Discussion and possible action to declare an emergency regarding Ordinance Number 2368 making it effective immediately upon passage and approval.

Carolyn Back

13. Discussion and possible action on Ordinance Number 2386 Bell Land Use, LLC – Robert Bell, Neafus Property, Rezone (BXZO-21.20) and Planned Unit Development (BXPUD-21.12). General Location: General Location: 8050 East 131st Street South, Bixby, Oklahoma.

Carolyn Back

14. Discussion and possible action to declare an emergency regarding Ordinance Number 2386 making it effective immediately upon passage and approval.

Carolyn Back

15. Consider, discuss, and approve Ordinance Number 2387, Bixby Easement Closure (Bxec) number 21.05 *KINGSLEY*. A partial easement closure of a utility easement

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in the rear yard of a property located in Section 2 Township 17 North Range 13 East in the City of Bixby. Property located at: 7076 East 127th Street, Bixby, OK 74008 in Seven Lakes I..

Justin Dowd

16. Request to approve Emergency Clause for Ordinance number 2387 and waiving second reading thereof.

Justin Dowd

17. City Manager's Report

Jared Cottle

18. New Business

Mayor or Vice-Mayor

19. Adjournment

Mayor or Vice-Mayor

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of January 21st, 2022, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby Oklahoma.

Respectfully Submitted

Yvonne Adams

City Clerk

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

Bixby Public Works Authority Meeting

Board of Trustees
Municipal Building
116 W. Needles Ave., Bixby, OK 74008
January 24th 2022

Time: 6:00 P.M. or immediately Following the City Council Meeting

Call to Order

Chairman

Roll Call

Secretary

Consent Agenda

Secretary's Report

Consider and approve:

- a. Minutes for Bixby Public Works Authority regular meeting 01/10/22.
- b. Discuss and/or approve Change Order #6 for the Bixby Water Reclamation Facility Project for \$44,885.43.

Persons who require a special accommodation to participate in this meeting should contact City Clerk Yvonne Adams, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or email [City Clerk Yvonne Adams](mailto:yadams@bixbyok.gov) (yadams@bixbyok.gov) as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf 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.

Regular Agenda

1. New Business

Chairman

2. Adjournment

Chairman

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of January 21st 2022 on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby, Oklahoma.

Respectfully Submitted

Yvonne Adams

Secretary

Persons who require a special accommodation to participate in this meeting should contact City Clerk Yvonne Adams, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or email [City Clerk Yvonne Adams](mailto:yadams@bixbyok.gov) (yadams@bixbyok.gov) as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf 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.

City of Bixby City Council Work Session Meeting Minutes

**Dawes Conference Room
113 W Dawes, Bixby, OK 74008
January 10, 2022 5:00 P.M.**

The Special Work Session agenda for the regularly scheduled meeting of the City of Bixby was posted on the bulletin board at City Hall, 116 W. Needles Avenue, Bixby, Oklahoma on January 7th on or before 5:00 p.m.

Mayor Guthrie called the meeting to order at 5:05 p.m. City Clerk Yvonne Adams called the roll and all members were present.

Members Present

Guthrie
Blair
Girard
Founds

Jared Cottle, City Manager
Phil Frazier, City Attorney
Charles Barnes, Finance Dir.
Carolyn Back, Dev. Serv. Dir.
Bryan Toney, Information Officer
Bea Aamodt, PW Director
Joey Wiedel, Fire Chief
Todd Blish, Police Chief
John Wood, Parks Director
Yvonne Adams, City Clerk

Staff Present

Mayor Guthrie said item #1 on the Work Session agenda is:

Presentation and discussion on North River access Park-Phase 2.

Presented by: Jared Cottle

This item was brought before council for a presentation and discussion on the North River access Park. Jim Crosby from PDG gave council a preview of the updated proposed project.

Discussion continued.
No action taken.

Mayor Guthrie said item #2 on the Work Session agenda is:

Presentation and discussion on 111 Cabaniss Renovations.

Presented by: Jared Cottle

This item was brought before council for a updated presentation of the proposed property at 111 Cabaniss Renovations. Beck Design would like some feedback from council.

Discussion continued.
No action taken.

Adjournment was called at 5:58 p.m.

Mayor

Attest

City Clerk

City of Bixby City Council Meeting Minutes

**City Hall Municipal Building
116 W Needles, Bixby, OK 74008
January 10, 2021 6:00 P.M.**

The agenda for the regularly scheduled meeting of the City Council of the City of Bixby was posted on the bulletin board at City Hall, 116 West Needles Avenue, Bixby, Oklahoma on January 7th on or before 6:00 p.m.

Mayor Guthrie called the meeting to order at 6:06 pm.

City Clerk Yvonne Adams called the roll and all members were present.

Members Present

Guthrie
Blair
Girard
Founds

Staff Present

Jared Cottle, City Manager
Phil Frazier, City Attorney
Charles Barnes, Finance Dir.
Bea Aamodt, Public Works Dir.
Todd Blish, Police Chief
Joey Wiedel, Fire Chief
Carolyn Back, Dev. Services Dir.
Yvonne Adams, City Clerk

Pledge of Allegiance

Invocation was given by Phil Frazier

Mayor Guthrie said Item #1 on the Consent Agenda is:

City Clerks Report

Consider and approve:

- a) Minutes for the Special Meeting dated 12/07/21.
- b) Minutes for the Work Session meeting dated 12/13/21.
- c) Minutes of the City Council Regular meeting minutes dated 12/13/21.
- d) Minutes for the Bixby Industrial Authority dated 12/13/21.

- e) Consider and take action on Resolution 2022-1, calling for an election, April 5, 2022, for City Council Member for Ward 4 in accordance with Article 6 Sec 6-4, of the Bixby City Charter.
- f) Acknowledge receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. WLO00072210693, Facility No. 1020418 and Permit No. SLO00072210692, Facility No. S-20438, Robinson Ranch III.
- g) Consider and take action on an Encroachment Agreement between the City and Simmons Homes Residential Group, LLC, regarding the encroachment of a single-family residence into a utility easement. Location: Lot Four (4), Block Four (4), Willow Creek Estates, 9060 East 133rd Street South, Bixby, Oklahoma, 74008.
- h) Approve purchase order in the amount of \$7,775.00 to Thunderhead for materials testing services for the 2021 CIRP South Asphalt Pavement Rehabilitation Project.
- i) Approve purchase order in the amount of \$10,475.00 to Thunderhead for materials testing services for the 2021 CIRP North Asphalt Pavement Rehabilitation Project.
- j) Discuss and/or approve Agreement with Meshek and Associates for GIS Cloud Migration; contract is for an amount not to exceed \$14,980.
- k) Discuss and/or approve Change Order Requests for STP 121st and Mingo Intersection Improvement Project to correct contract items.

Public comments are limited to items listed on the agenda.

Those wishing to speak on agenda items will need to appear in the City Council Chambers.

Mayor Guthrie asked for a motion on the Consent Mayor. Vice Mayor Blair made motion to approve, seconded by Councilor Founds. Guthrie asked for an extension on item "f". The vote was taken with the following results:

Carried 4-0

Yes: Blair, Crawford, Girard, Founds, Guthrie

No: None.

Mayor Guthrie said item #1 on the Regular Agenda is:

Request to approve Resolution 2022-2 approving Project Plan for City of Bixby proposed Tax Increment Financing District No. 3, the "Downtown" District, and submit the same to the City Planning Commission and the to be established "Review Committee" for comment.

Presented by: Jared Cottle
Others that spoke: Steve Oakley

This item was brought before council to approve the Project plan for the City of Bixby proposed Tax Increment Financing District No. 3, the Downtown District. Mr. Steve Oakley gave council some background information on the proposed Project plan.

Discussion continued.

Mayor Guthrie asked for a motion on item #1. Vice Mayor Blair made motion to approve, seconded by Councilor Founds. The vote was taken with the following results:

Carried 4-0

Yes: Blair, Founds, Girard, Blair.
No: None.

Mayor Guthrie said on Item #2 on the Regular Agenda is:

Request to approve Resolution 2022-3 approving Project Plan for City of Bixby proposed Tax Increment Financing District No. 4, the "Sitrin Industrial Park" and submit the same to the City Planning Commission and the to be established "Review Committee" for comment.

Presented by: Jared Cottle
Others that spoke: Steve Oakley

This item was brought before council to approve the Project plan for the City of Bixby proposed Tax Increment Financing District No. 4, the Sitrin Industrial Park. Mr. Steve Oakley gave council some background information on the proposed Project plan.

Mayor Guthrie asked for a motion on item #2. Mayor Guthrie made motion to approve, seconded by Vice Mayor Blair. The vote was taken with the following results:

Carried 4-0

Yes: Guthrie, Blair, Girard, Founds.
No: Blair

Mayor Guthrie said on Item #3 on the Regular Agenda is:

Request to appoint member of Council to serve as City's representative on the Review Committees, to act as Chair for the same for consideration of comments to proposed Project Plans for Tax Increment Financing Districts No. 3 and No. 4. Said Chair to submit 5 names of Bixby residents, one of whom to be a business owner, to the Review Committee for selection of 3 to serve on Review Committee.

Presented by: Jared Cottle
Others that spoke: Steve Oakley

This item was brought before council to appoint a member of Council to serve as City's representative on the Review Committee for the proposed Tax Increment Financing Districts No. and No. 4.

Discussion continued.

Mayor Guthrie asked for a motion on item #3. Vice Mayor Blair nominated Councilor Girard to be the City's representative on the Review Committees, seconded by Mayor Guthrie. The vote was taken with the following results:

Carried 4-0
Yes: Blair, Guthrie, Girard, Founds
No: None.

Councilor Girard left the council chambers at 6:29 p.m.

Mayor Guthrie said on Item #4 on the Regular Agenda is:

Second Reading on Ordinance Number 2372, TEP Engineering and Planning, Inc., Cox Nursing Facility, Specific Use Permit (BXSUP-21.03) and for Preliminary and Final Plats (BXPT-21.15). General Location: East of the SE/c of South Memorial Drive and East 126th Street South, Bixby, Oklahoma.

Presented by: Carolyn Back

Mayor Guthrie asked for a motion on item #4. Councilor Founds made motion to approve, seconded by Mayor Guthrie. The vote was taken with the following results:

Carried 2-1

Yes: Founds, Guthrie
No: Blair

Council Girard entered back in the council chambers at 6:31 p.m.

Mayor Guthrie said on Item #5 on the Regular Agenda is:

Discussion and possible action on Ordinance Number 2382, Select Design – Ryan McCarty, Restaurants at Boardwalk, Rezone (BXZO-21.21) and Planned Unit Development (BXPUD-21.13). General Location: 8210 and 8218 East 121st Street South, Bixby, Oklahoma.

Presented by: Carolyn Back
Others that spoke: Ryan McCartney

This item was brought before council for a Rezone and Planned Unit Development for property located at 8210 and 8218 East 121st Street South. Development Services Director Carolyn Back gave council some background information with the speaker Ryan McCartney available for any questions or concerns.

Discussion continued.

Mayor Guthrie asked for a motion on item #5. Councilor Founds made motion to approve, seconded by Councilor Blair. The vote was taken with the following results:

Carried 4-0
Yes: Founds, Blair, Girard, Guthrie
No: None

Mayor Guthrie said on Item #6 on the Regular Agenda is:

Discussion and possible action to declare an emergency regarding Ordinance Number 2382 making it effective immediately upon passage and approval.

Presented by: Carolyn Back

Mayor Guthrie asked for a motion on item #6. Mayor Guthrie made motion to approve, seconded by Councilor Founds. The vote was taken with the following results:

Carried 4-0
Yes: Guthrie, Founds, Girard, Blair
No: None

Mayor Guthrie said on Item #7 on the Regular Agenda is:

City Managers Report.

Presented by: Jared Cottle

- Three officers are at Cleet training for 14 weeks
- Equipment for Public Safety for the mobile phones work for a rescues at the Bixhoma Lake this weekend.
- Fire Department has additional training for 8 full time employees and 6 volunteer for EMT personnel.
- Will be kicking off designs for the Fire Department and BPWA maintenance buildings soon.
- 121st & Mingo 6 month project
- Wastewater treatment plant is running water into the plant and working on equipment testing.

Mayor Guthrie said on Item #8 on the Regular Agenda is:

New Business

There being none.

Adjournment at 6:52 p.m.

Mayor

Attest

City Clerk

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Accept the infrastructure at Presley Heights (Phase 2) Development, located at S 141st St & Harvard, into the City's infrastructure

INITIATOR:

Bea Aamodt

STAFF INFORMATION SOURCE:

Jon Brown

BACKGROUND: Presley Heights (Phase 2) is located on E 144th Pl South between & S College Ave E. The infrastructure has been completed. The punch list items have been addressed.

Owner: Jenks Land, LLC.

Final Inspection- 09/22/2021

Public infrastructure:

Water distribution – all waterlines are Rural Water District #6

Sanitary Sewer –

1. 3,056 LF 8" SDR26

Storm Sewer –

1. 452 LF 30" RCP
2. 714 LF 24" RCP
3. 480 LF 18" RCP
4. 263 LF 15" RCP

Streets – All streets and appurtenances

EXHIBITS: None

KEY ISSUE: City Infrastructure

COUNCIL ACTION: Approve

RECOMMENDATION: Approve

ITEM NO: _____

MEETING DATE: 01-24-2022

MEETING: Council

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve Change Order Requests #3 and #4 for STP 121st and Mingo Intersection Improvement Project

INITIATOR: Bea Aamodt, Director

STAFF INFORMATION SOURCE: Bea Aamodt, Director

BACKGROUND: The 121st and Mingo Intersection Improvement Project is underway. The Oklahoma Department of Transportation has approved change orders 3 and 4.

Change Order No.1 – Delete Fly Ash, Add reinforce Mirafi Fabric; \$3,510.00

Change Order No. 4 – CLSM Backfill for Waterline; \$348.48

There is no extension of time associated with these change orders. The City of Bixby is responsible for 25% of the total.

EXHIBITS: Change Orders #1 and #2

KEY ISSUE: STP Grant Projects – cost share

COUNCIL ACTION: Approve

RECOMMENDATION: Approve

ITEM NO: _____

MEETING DATE: 01-24-2022

MEETING: Council

Oklahoma Department of Transportation

Change Order

Contract ID	210196	Primary County	TULSA	Primary PCN	28656(04)
Change Order Nbr	003	Project	STP-172B(633)IG		
Contract Description	INTERSECTION MODIFICATION AND TRAFFIC SIGNALS CITY STREETS (SOUTH MINGO ROAD): AT THE INTERSECTION OF EAST 121ST STREET, 1.0 MILE EAST OF US-64 IN THE CITY OF BIXBY, PROJECT LENGTH = 0.410 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO		Status	Draft	

General Change Order Description(s): This change order was required to compensate the contractor for installation of RS580i geosynthetic materials. This material is going to be installed instead of the fly ash intended in the plans. This change is required due to soils not being suitable for subgrade stabilization operations.

Pj Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
28656(04)	0080	0100	307(A) 4200	TON	\$350.00	21.00	21.00	-20.00	1.00	\$-7,000.00
Item Description: FLY ASH Supplemental Description 1: Supplemental Description 2:										
Explanations: No explanation has been provided for this line item. This Change: \$-7,000.00 Prev Revised: \$7,350.00 New Revised: \$350.00 Bid Contract: \$7,350.00 Net Change: \$-7,000.00 PCT Change: -95.23 %										
28656(04)	8002	0100	326(A) 0100	SY	\$10.51	0.00	0.00	1,000.00	1,000.00	\$10,510.00
Item Description: GEOTEXTILE REINFORCEMENT Supplemental Description 1: Miraf RS580i Geosynthetic Supplemental Description 2:										
Explanations: This line item was required to compensate the contractor for Miraf RS580i geosynthetic. The cost breakdown has been reviewed and due to the high cost of materials, this unit price has found to be acceptable. Some of the costs associated with this new line item will be offset by the decrease in fly ash quantity. This Change: \$10,510.00 Prev Revised: \$0.00 New Revised: \$10,510.00 Bid Contract: \$0.00 Net Change: \$10,510.00 PCT Change: 100.00 %										

TOTAL VALUE FOR CHANGE ORDER 003 : \$3,510.00

Contract Time Adjustments

No contract time adjustments are associated with this change order.

Contract ID	210195	Primary County	TULSA	Primary PCN	28656(04)
Change Order Nbr	003	Project	STP-172B(633)IG		

Prime Contractor's Section

As the duly authorized representative of PARAGON CONTRACTORS, LLC, contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the changed or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the changed or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

Signature _____ Name(Printed) _____ Company Title _____

Subscribed and sworn before me this _____ day of _____ year of _____

My commission expires _____

Notary Public _____ Commission Number _____

Oklahoma Department of Transportation Section

The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved.
Respectfully requested by:

P.E. Seal

Department Personnel

Approval Date

Signature

Contract ID	210195	Primary County	TULSA	Primary PCN	28656(04)
Change Order Nbr	003	Project		STP-172B(533)IG	

Local Government Section

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

City/County Official

Date Acknowledged

Oklahoma Department of Transportation **Change Order**

Contract ID	210195	Primary County	TULSA	Primary PCN	28656(04)
Change Order Nbr	004	Project	STP-172B(633)G		
Contract Description	INTERSECTION MODIFICATION AND TRAFFIC SIGNALS CITY STREETS (SOUTH MINGO ROAD): AT THE INTERSECTION OF EAST 121ST STREET, 1.0 MILE EAST OF US-64 IN THE CITY OF BIXBY, PROJECT LENGTH = 0.410 MILES				
Change Order Type	CHANGE ORDER				Status
Zero Dollar Change Order	NO				Draft

General Change Order Description(s): This change order is required to compensate the contractor for installing flowable fill backfill for the water line. This operation was required and beyond the original scope of the project.

Pri Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Appr'd Qty	Curr CO Qty	New Revised Qty	Amount of Change
28656(04)	8003	0100	501(G)1800	CY	\$87.12	0.00	0.00	4.00	4.00	
Item Description:			CLSM BACKFILL							
Supplemental Description 1:			CLSM Backfill for Water Line							
Supplemental Description 2:										
Explanations:										
This line item is required to compensate the contractor for the installation of flowable fill backfill on the water line. This change was required due to the close proximity the water line has to other sensitive utilities. The cost breakdown has been attached and has been found to be an acceptable price.										
			This Change:			\$348.44				
			Prev Revised:			\$0.00				
			New Revised:			\$348.44				
			Bid Contract:			\$0.00				
			Net Change:			\$348.44				
			PCT Change:			100.00 %				

This Change: \$348.48
 Prev Revised: \$0.00
 New Revised: \$348.48
 Bid Contract: \$0.00
 Net Change: \$348.48
 PCT Change: 100.00 %

TOTAL VALUE FOR CHANGE ORDER 004 : \$348.48

Contract Time Adjustments
No contract time adjustments are associated with this change order.

Contract ID	210195	Primary County	TULSA	Primary PCN	28656(04)
Change Order Nbr	004	Project		STP-172B(533)IG	

Prime Contractor's Section

As the duly authorized representative of PARAGON CONTRACTORS, LLC, contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the changed or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the changed or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

Signature

Name(Printed)

Company Title

Subscribed and sworn before me this _____ day of _____ year of _____

My commission expires _____

Notary Public

Commission Number

Oklahoma Department of Transportation Section

The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved. Respectfully requested by:

Department Personnel

Approval Date

P.E. Seal

Signature

Contract ID	210195	Primary County	TULSA	Primary PCN	28656(04)
Change Order Nbr	004	Project		STP-172B(533)G	

Local Government Section

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

City/County Official

Date Acknowledged



Contract ID 210195

Oklahoma Department of Transportation

Cost Breakdown For Differing Site Conditions, Changes & Extra Work

Project No. STP-172B(533)IG Intersection Modifications

Date 12/27/2021

County Tulsa

Contractor Paragon Contractors, LLC.

Description of Work Fabric Stabilization w/ Mirafi RS580i Geosynthetic

1.	Labor Total (Refer to Attachment A)					\$524.50
	a) Labor Overhead & Profit	%	25.00			\$131.13
2.	Material Total (Refer to Attachment B)					\$3,289.50
	a) Material Overhead & Profit	%	20.00			\$657.90
3.	Equipment Total (Refer to Attachment C)					\$294.95
	a) Equipment Additional Administrative Cost & Profit	%	20.00			\$58.99
4.	a) Bonds	%	1.00			\$41.09
	b) Property Damage & Liability Insurance	Rate / \$1000 of Payroll	42.50			\$22.29
	c) Workers Compensation	Rate / \$100 of Payroll	12.83			\$67.29
	d) Unemployment Insurance Contribution	%	3.80			\$19.93
	e) Social Security Taxes	%	7.65			\$40.12
	f) Employment Fringe Benefits	%	20.00			\$104.90
5.	Subcontracted Work Total					
	a) Prime Contractor Overhead on Subcontracted Work	%	10.00			
6.	Work of a Non-Highway Construction Nature					
	a) Prime Contractor Overhead on Subcontracted Work	%	10.00			
7.	Total Cost of Work					\$5,252.59
	a) Unit Price	Quantity	500	Units	SY	\$10.51

Attachment A - Labor Total

Contract ID: 210195

Description: Fabric Stabilization w/ Mirafi RS580i Geosynthetic

Labor Classification	No.	Rate / Hour	Total Hours	Total for Each Labor Class
Foreman	1.00	40.00	5.00	200.00
Operator	1.00	25.30	5.00	126.50
Skilled Labor	2.00	19.80	5.00	198.00
Labor Total				524.50

Description: Fabric Stabilization w/ Mirafi RS580i Geosynthetic

Page 3 of 4

Attachment C - Equipment Total

Contract ID: 210195

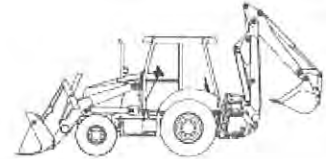
Description: Fabric Stabilization w/ Mirafi RS580i Geosynthetic

[illegible]

Rental Rate Blue Book®

December 27, 2021

Caterpillar 420F (disc. 2017)
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
N/A

Configuration for 420F (disc. 2017)

Drive	4WD	Operator Protection	ROPS/FOPS
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$5,355.00	USD \$1,500.00	USD \$375.00	USD \$56.00	USD \$28.56	USD \$58.99
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2017: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$5,355.00	USD \$1,500.00	USD \$375.00	USD \$56.00	USD \$28.56	USD \$58.99

Non-Active Use Rates

	Hourly
Standby Rate	USD \$14.60
Idling Rate	USD \$42.63

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	USD \$1,820.70/mo
Overhaul (ownership)	52%	USD \$2,784.60/mo
CFC (ownership)	3%	USD \$160.65/mo
Indirect (ownership)	11%	USD \$589.05/mo
Fuel (operating) @ USD 3.37	43%	USD \$12.20/hr

Revised Date: 4th quarter 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for TYLER ROGERS
(tyler@paragontulsa.com)

QUOTE

Maxwell Supply

Maxwell Supply Company
3300 W. Reno Ave. Oklahoma City, OK 73107
405-943-3388
TOLL FREE: 800-365-3388
FAX: 405-947-1939
www.maxokc.com

Maxwell Supply Company
1809 S.W. 11th St. Lawton, OK 73501
580-248-3333
TOLL FREE: 866-767-3331
FAX: 580-248-3331
www.maxokc.com

Maxwell Supply of Tulsa
1719 North Sheridan, Tulsa, OK 74115
918-836-8608
TOLL FREE: 800-999-8606
FAX: 918-834-3845
www.maxtuba.com

Number	011095
Date	12/16/2021
Page	1

Ship To: TEMP	121ST & MINGO PROJECT BIXBY, OK	Bill To: 2P2303	PARAGON CONTRACTORS, LLC 2108 NORTH 129TH EAST AVE. TULSA, OK 74116
------------------	------------------------------------	--------------------	---

Reference #	Expires	Slip	Terms	Wh		Ship Via
121ST & MINGO	12/26/21	100	Net 30 Days	01	TULSA	OUR TRUCK
Quoted By: RGH	Quoted To:					Bid Date: 12/16/21

Item	Description	Ordered	UM	Price	UM	Extension
	THIS QUOTATION WILL EXPIRE 10 CALENDER DAYS FROM THE DATE OF QUOTATION.					
	ANY / ALL SUBSTITUTIONS ARE SUBJECT TO THE ARCHITECT / ENGINEERS APPROVAL.					
	NON-STOCK OR GREATER THAN STOCK QUANTITIES THAT ARE RETURNED FOR CREDIT WILL INCUR A 25% RESTOCK CHARGE PLUS RETURN FREIGHT.					
RS580I	MIRAFI RS580I FABRIC 15'X300'-500SY ROLLS	1.000	RL	6.579	SY	3289.50

Mirafi® RS580i



Mirafi® RS580i is a specially designed geosynthetic that integrates the key performance characteristics to maximize performance. Extensive performance testing has been performed per AASHTO and FHWA guidelines to validate performance for both paved and unpaved roads.

Roadway Design and Performance Properties	Guidance Document / Test Method	Unit	Design / Calibration Value	
Base Course M_R Improvement Factor ¹	AASHTO R50-09	---	1.40	
Subgrade M_R Improvement / Increase ²	AASHTO R50-09	lb/in ² (MPa)	9,000 (62.0)	
Cyclic Tensile Modulus: J_{cyclic} ³	ASTM D7556	kip/ft (kN/m)	MD	CD
			60 (876)	160 (2,336)
Resilient Interface Shear Stiffness: G_I ³	ASTM D7499	kip/in ² (MPa)	329 (2,268)	
Traffic Benefit Ratio: TBR ^{4,5,6}	AASHTO R50-09	---	9.0 / 13.1 / 39.0	
Interaction Coefficient: C_I ⁷	ASTM D6706	---	0.90	
Pore Pressure Dissipation Ratio ⁴	Measured	---	2.0	
Typical Dynamic Filtration Pore Size O_{95} / O_{50} ⁸	ASTM D6767	microns	337 / 192	
Maximum Percent Open Area: MPOA ⁹	ASTM D6767	Percent	7.3	
Tensile Strength @ 2% Strain (MARV)	ASTM D4595	lb/ft (kN/m)	480 (7.0)	1,800 (26.3)
Tensile Strength @ 5% Strain (MARV)	ASTM D4595	lb/ft (kN/m)	1,440 (21.0)	4,380 (63.9)

Index Properties	Test Method	Unit	Roll Value	
Apparent Opening Size, AOS (Maximum Roll Value)	ASTM D4751	U.S Sieve (mm)	40 (0.425)	
Hydraulic Flow Rate (MARV)	ASTM D4491	gal/min/ft ² (l/min/m ²)	75 (3,056)	
Permittivity (MARV)	ASTM D4491	sec ⁻¹	1.0	
UV Resistance (at 500 hours exposure)	ASTM D4355	% strength retained	90	

Notes:

- ¹ Value Determined from Results of Independent Testing Performed at Kansas State University in accordance with NCHRP Report 512 "Accelerated Pavement Testing: Data Guidelines" and AASHTO R50-09 Geosynthetic Reinforcement of the Aggregate Base Course of Flexible Pavement Structures." Multiplier for Unbound Granular Material; for SG M_R between 4.5 and 6.9 ksi (30.9 and 47.4 MPa).
- ² Value Determined from Results of Independent Testing and Geosynthetic Calibrations to AASHTOWare ME Reported by NCHRP 01-50 "Quantifying the Influence of Geosynthetics on Pavement Performance." Subgrade M_R Increase for SG M_R between 5 and 25 ksi (69 and 172 MPa).
- ³ Value Determined from Results of Independent Testing and Geosynthetic Calibrations Reported by WTI / MTSU "Relative Operational Performance of Geosynthetics Used as Subgrade Stabilization." Cyclic Tensile Modulus Measured at 2% Permanent Strain; Resilient Interface Shear Stiffness Normal Stress = 5.08 psi (35 kPa); Interface Shear Stress = 0.73 psi (5 kPa).
- ⁴ Value Determined from Results of Independent Testing Performed at GeoTesting Express (GeoComp) "A Laboratory Evaluation of the Performance of TenCate Mirafi® Geosynthetics in Roadway Stabilization Applications – Georgia Silt Subgrade," September 1, 2011. 9-kip {40 kN} Wheel Load, SG CBR = 1%, 12-inch (300-mm) Crushed Aggregate BC (CBR > 25%), 3-inch (75-mm) Rut Depth.
- ⁵ Value Determined from Results of Independent Testing Performed at LTRC "Performance of Reinforced-Stabilized Unpaved Test Sections Built Over Native Soft Soil Under Full-Scale Moving Wheel Loads," TRR Volume 2511, 2015. Measured at 0.34-inch (8.64 mm) Rut Depth; Peak Pore Pressure 6-inches (150 mm) Below Geosynthetic.
- ⁶ Value Determined from Results of Independent Testing Performed at GeoTesting Express (GeoComp) "A Laboratory Evaluation of the Performance of TenCate Mirafi® Geosynthetics in Roadway Stabilization Applications – Montana Clay Subgrade," September 1, 2011. 9-kip (40 kN) Wheel Load, SG CBR = 1.8%, 8-inch (200-mm) Rounded Aggregate BC (CBR > 25%), 3-inch (75-mm) Rut Depth.
- ⁷ Interaction Coefficient value is for sand (SP) or gravel (GW) based on testing conducted by SGI Testing Services.
- ⁸ Typical Value Determined from Specimen Results of Independent Testing Performed at TRI Environmental, Various Dates.
- ⁹ Maximum Value Determined from Specimen Results of Independent Testing Performed at TRI Environmental, Various Dates.

U.S. Patent 8,333,220 and 8,598,054

TenCate, Mirafi, and the color ORANGE used in connection with geosynthetic or geotextile products are registered and/or unregistered trademarks of Nicolon Corporation.

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CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Accept the infrastructure at Estates at Conrad Development, located on Sheridan at 153rd St S., into the City's infrastructure

INITIATOR:

Bea Aamodt

STAFF INFORMATION SOURCE:

Jon Brown

BACKGROUND: The Estates at Conrad is located on Sheridan at 153rd St South. The infrastructure has been completed. The punch list items have been addressed.

Owner: Conrad Farms Bixby, LLC.

Final Inspection- 01/12/2022

Public infrastructure:

Water distribution –

1. 1,573 LF 6" C900 PVC
2. 3,372 LF 8" C900 PVC

Sanitary Sewer –

1. 5,648 LF 8" SDR 26
2. 1,100 LF 10" SDR 26
3. 1,024 LF 12" SDR 26

Storm Sewer –

1. 64 LF 15" HPP
2. 158 LF 18" HPP
3. 658 LF 24" HPP
4. 30 LF 30" HPP
5. 516 LF 36" HPP
6. 62 LF 15" RCP
7. 59 LF 18" RCP
8. 135 LF 24" RCP
9. 94 LF 30" RCP
10. 26 LF 36" RCP
11. 156 LF 48" RCP
12. 100 LF 6'x3' RCB

Streets – All streets and appurtenances

EXHIBITS: None

KEY ISSUE: City Infrastructure

COUNCIL ACTION: Approve

RECOMMENDATION: Approve

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on Construction Funding Agreement with the Oklahoma Department of Transportation for the Memorial Synchronization Project from the Creek Turnpike to 171st Street

INITIATOR: Justin Dowd, Engineering

STAFF INFORMATION SOURCE: Justin Dowd, Engineering

BACKGROUND: The City was awarded STP funding to improve traffic flow along Memorial from the Creek Turnpike to 171st Street by synchronizing traffic signals along the Memorial Corridor to each other, as well as the City of Tulsa.

The City provided the match for construction of the project with local Funds. The estimated City portion of the funding is \$350,792 with a balance of \$1,152,104 in Federal funds supplied through the STP Program. The construction total is estimated at \$1,210,096.

The City is required to enter into a Funding Agreement with ODOT.

EXHIBITS: Design Funding Agreement, Invoice

KEY ISSUE: Design Funding Agreement

COUNCIL ACTION: Approve Design Funding Agreement

RECOMMENDATION: Approval.

ITEM NO: _____

MEETING DATE: 01-24-2022

MEETING: City Council

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

BIXBY: TRAFFIC SIGNAL SYNCHRONIZATION FROM CREEK TURNPIKE TO 171ST STREET

Project No.: STP-272N(360)IG

State Job No.: 33315(04)(05)(06)

This Agreement, made the day and year last written below, by and between the City of **BIXBY**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
INCOG	08	TULSA	33315(04)	STP-272N(360)IG	TRAFFIC SIGNALS	BIXBY: TRAFFIC SIGNAL SYNCHRONIZATION FROM CREEK TURNPIKE TO 171ST STREET

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The SPONSOR agrees to hold the Federal Government and the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the SPONSOR, the DEPARTMENT, or Federal Government, arising from the SPONSOR's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT or Federal Government in the project, provided nothing herein shall require the SPONSOR to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the DEPARTMENT.

2.4 When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the SPONSOR. No liability shall attach to the DEPARTMENT or Federal Government except as expressly provided herein.

2.5 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets,

boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.6 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.7 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.8 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.9 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as

amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Operations Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, INCOG total estimated cost of **\$1,152,104**, as described below:

FUNDING SOURCE =>			INCOG		Bixby	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
33315(05)	Design -	\$250,000	80%	\$200,000	20%	\$50,000
33315(06)	ITS Acquisition -	\$92,800	80%	\$74,240	20%	\$18,560
33315(04)	Construction - (With 6% Inspection)	\$1,210,096	Capped at	\$877,864	Remainder	\$332,232
Total		\$1,552,896	Total=>	\$1,152,104	Total=>	\$400,792

4.2 Furthermore, the Department and the Sponsor agree that actual INCOG costs incurred by project phases (**JP 33315(04,05,06)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in

general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior

written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to

ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time

(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has

occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

- 8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

- 9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

- 10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

- 11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 20____, and the Department on the ____ day of _____, 20____.

THE CITY OF BIXBY

APPROVED AS TO FORM
AND LEGALITY

By _____
CITY OF BIXBY Attorney

By _____
Mayor

By _____
Attest: CITY OF BIXBY Clerk

(SEAL): Approved – THE CITY OF BIXBY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Manager

Director of Capital Programs

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel

Deputy Director

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make check PAYABLE, and MAIL TO:

**Oklahoma Department of Transportation
Comptroller Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204**

To: City of Bixby

Department Invoice No 3331506-01
1/19/2022

Project Type	Div	County	JP No	Project No.	Work Type	Description
CITY STREET	08	TULSA	33315(06)	J3-3315(006)IG	TRAFFIC SIGNALS	BIXBY: TRAFFIC SIGNAL SYNCHRONIZATION FROM CREEK TURNPIKE TO 171ST STREET

Construction JP# 33315(06)

Description – Explanation of Charge	Total	Federal	Sponsor
Due Date: Upon Receipt			
Total Estimate for ITS Acquisition	\$92,800	\$74,240	\$18,560
Accounting Use Only		Invoice Total	\$18,560

Distribution:

City
Remit with Payment
Division Project File
Comptroller Division

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make check PAYABLE, and MAIL TO:

**Oklahoma Department of Transportation
Comptroller Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204**

To: City of Bixby

Department Invoice No 3331504-01
1/19/2022

Project Type	Div	County	JP No	Project No.	Work Type	Description
INCOG	08	TULSA	33315(04)	STP-272N(360)IG	TRAFFIC SIGNALS	BIXBY: TRAFFIC SIGNAL SYNCHRONIZATION FROM CREEK TURNPIKE TO 171ST STREET

Construction JP# 33315(04)

Description – Explanation of Charge	Total	Federal	Sponsor
Due Date: Upon Receipt			
Total Project Construction Cost with 6% Inspection	\$1,210,096.00	\$877,864.00	\$332,232
Accounting Use Only		Invoice Total	\$332,232

Distribution:

City
Remit with Payment
Division Project File
Comptroller Division

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on approval of American Rescue Plan Act (ARPA) project funding list.

INITIATOR:

Jared Cottle

STAFF INFORMATION SOURCE:

Jared Cottle

BACKGROUND: In accordance with the approved uses for ARPA funds, Staff proposes applying available ARPA funds – either through direct allocation or via funds that may be awarded through the State application portal for the following projects:

- Sanitary and storm sewer projects associated with TIF No. 2
- Yale Heights Sanitary Sewer Interceptor
- Gray Hawk Sanitary Sewer Interceptor
- Bixhoma Service Area Booster Pump Station
- South Bixby Drainage – Final Grading for John's Park Channel
- North Lagoon Decommissioning
- 126 Center Lift Station Rehabilitation
- Southbridge Lift Station and Force Main improvements
- Springtree Sanitary Sewer Interceptor Rehabilitation
- South Bixby Lift Station Consolidation
- Fry Creek Bank and Channel Stabilization and Rehabilitation
- Haikey Creek Flood Damage Repairs

EXHIBITS: None

KEY ISSUE: None.

COUNCIL ACTION: Approve American Rescue Plan Act (ARPA) project funding list.

RECOMMENDATION: Approve American Rescue Plan Act (ARPA) project funding list.

ITEM NO: _____

MEETING DATE: 01-24-2022

MEETING: Council

ORDINANCE NO. 2383

**AN ORDINANCE REPEALING CHAPTER 5, SECTIONS 5-5E-3A,
B, AND C; AND AMENDING CHAPTER 5, SECTION 5-5E-3H AND
CHAPTER 5, SECTION 5-5E-3J OF THE BIXBY CITY CODE,
WEAPONS AND FIREARMS**

WHEREAS, the Bixby City Code is a compilation of City Ordinances duly considered and voted upon by the Bixby City Council; and,

WHEREAS, the Bixby City Code including Chapter 5, Article E, Weapons and Firearms, was adopted prior to May 15, 2012, the date of Oklahoma adopting the Open Carry Act; and,

WHEREAS, the Bixby City Code, Chapter 5-5E-3D is in partial conflict with the subject law of the State of Oklahoma; and,

WHEREAS, the Bixby City Code is silent on prohibition of certain statutory offenses which is necessary for the public, health, safety and welfare protection;

NOW, THEREFORE, BE IT ORDAINED as follows:

1. Chapter 5, Section 5-5E-3A is hereby repealed, vacated, and set aside.
2. Chapter 5, Section 5-5E-3B is hereby repealed, vacated, and set aside.
3. Chapter 5, Section 5-5E-3C is hereby repealed, vacated, and set aside.
4. Chapter 5, Section 5-5E-3H shall be and is hereby amended as follows:

Every person who willfully discharges any pistol, rifle or shotgun within the City of Bixby, Oklahoma, except in authorized locations, is guilty of a misdemeanor. The discharge and use of air guns and archery equipment is excepted.

5. Chapter 5, Section 5-5E-3J, shall be and is hereby amended as follows:

Unlawful Carrying in certain places:

It shall be unlawful for a person, other than those authorized, to carry any firearm into any of the following places:

- A. Any structure, building or office space which is owned or leased by any city, town, or governmental authority for the purpose of conducting business with the public;
- B. Any meeting of any city, town, county, state, school board activity, municipal function or gathering of elected or appointed officials, except as permitted by the designated official;

C. Any municipal court, jail, detention facility or any facility used to process, hold, or house arrested persons, prisoners or persons alleged to have violated lawful conduct.

D. In elementary, secondary school, charter school building or technology centers.

E. Any other place where possession of a weapon or firearm is specifically prohibited by law.

All other sections and provisions of Bixby City Code, Chapter 5, Weapons and Firearms, not repealed or amended by this Ordinance shall remain in full force and effect as written and published.

This Ordinance made and entered into on this ____ day of _____, 2022, by a vote duly made by the City Council for the City of Bixby, Oklahoma.

_____ Yes _____ No

(Seal)
ATTEST:

Brian Guthrie, Mayor of the City of Bixby

City Clerk

APPROVED:

City Attorney

It being determined by City Council that this is a matter directly affecting the public health, safety, welfare and protection of the citizens of the City of Bixby, an emergency is determined to exist. The requirement for a second reading and presentation need not occur. Emergency clause voted upon separately on this ____ day of _____, 2022.

_____ Yes _____ No

(Seal)
ATTEST:

Brian Guthrie, Mayor of the City of Bixby

City Clerk

APPROVED:

City Attorney



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

STAFF COMMENTARY

To: City of Bixby, City Council
From: Carolyn Back, Development Services Director/City Planner
Date: Monday, January 24, 2022
RE: Rowan Grove Blocks 1-3 Final Plat (BXPT-21.06)
Location: SE/corner of East 131st Street South & South Mingo Road, Bixby, Oklahoma
Applicant: AAB Engineering, LLC – Jason Mohler

STAFF REVIEW

Project Overview per Plat:

# of Acres	9.65 (+/-)	Min Lot Width	50 ft.
# of Lots	24 Single Family; 3 Commercial	Min Lot Size	5,250 SF
# of Blocks	3	Min Dwelling Size	1,300 SF first floor
Blocks	1-3	# of Reserve Areas	2
Gated Community - Yes		Private Streets and Private Storm Sewer	

Previous Council Approvals:

8.23.21 Annexation
8.23.21 Comprehensive Plan Amendment
8.23.21 Rezone
8.23.21 Planned Unit Development
8.23.21 Preliminary Plat

Recent Planning Commission Recommendation for Approval:

01.18.22 Final Plat Blocks 1-3

Staff Comments:

1. Staff recommends approval of the Rowan Grove Blocks 1-3 Final Plat Plat.



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

STAFF REPORT

To: City of Bixby, Planning Commission

From: Carolyn Back, Development Services Director/City Planner

Date: Tuesday, January 18, 2022

Name: Rowan Grove Blocks 1-3

RE: **Rowan Grove Blocks 1-3 Final Plat** (BXPT-21.06) Rowan Grove

Location: PART OF THE N/2 OF GOVERNMENT LOT 1, AND THE NW/4, BOTH OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

STR: Section 7, Township 17N, Range 14E

Applicant: AAB Engineering, LLC – Jason Mohler, PE

STAFF REVIEW

Project Overview per Plat:

# of Acres	9.65 (+/-)	Min Lot Width	50 ft.
# of Lots	24 Single Family; 3 Commercial	Min Lot Size	5,250 SF
# of Blocks	3	Min Dwelling Size	1,300 SF first floor
Blocks	1-3	# of Reserve Areas	2
Gated Community - Yes		Private Streets and Private Storm Sewer	



Figure 1: City of Bixby Zoning Map

UTILITIES/SITE AREA:

The commercial development will be served by City of Bixby: Water, Sanitary Sewer, and Storm Sewer. All franchise utility providers were notified through a Technical Advisory Committee meeting.

PHASING:

This is the Commercial and Private Gated portion of the overall Rowan Grove Development.

Development for each successive phase will commence upon approval of the final plat and construction plans, in accordance with City regulations.

PUBLIC COMMENTS:

No comments have been received at time of this staff report being written.

STAFF COMMENTS:

1. Staff supports Planning Commission recommendation for approval of the Rowan Grove Blocks 1-3 Final Plat.

ATTACHMENTS:

Attachment 1: Final Plat Rowan Grove Blocks 1-3 dated 12.07.2021

Attachment 2: Major Amendment #1 - BXPUD-20.02 dated 05.11.2021

FINAL PLAT

Rowan Grove

Blocks 1-3

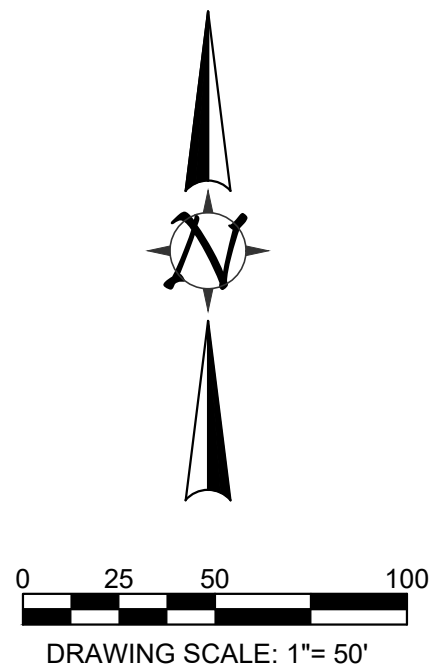
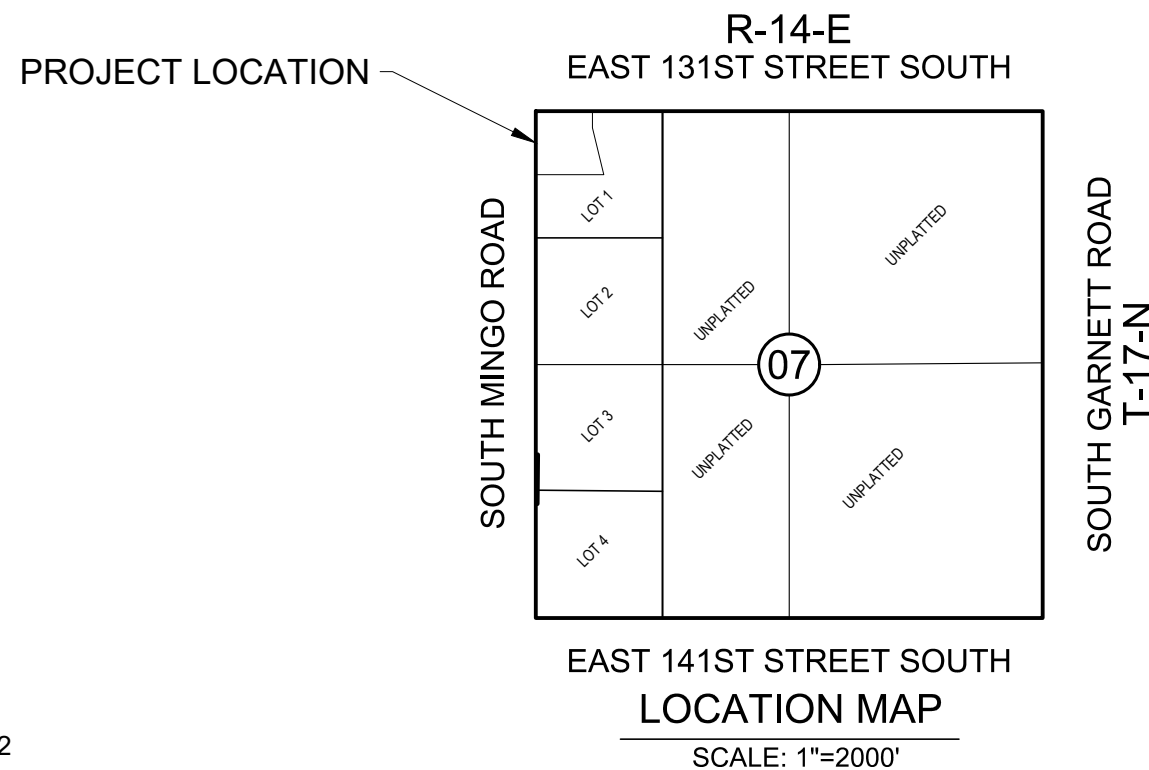
OWNER/DEVELOPER

ROWAN GROVE LLC.
5711 E. 71ST. ST. S
SUITE 120
TULSA OK 74136
PHONE: 918.494.4004
ATTN: JIM ROBERTS

AN ADDITION TO THE CITY OF BIXBY BEING A PART OF THE NORTH HALF (N/2) OF GOVERNMENT LOT ONE (1) AND PART OF THE NORTH HALF (N/2) OF THE NORTHWEST QUARTER (N/2 NE/4 NW/4), SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2022
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM



LEGEND

B/L.....	BUILDING LINE
L.N.A.....	LIMITS OF NO ACCESS (VEHICULAR ONLY)
R.A.....	RESTRICTED ACCESS
POB.....	POINT OF BEGINNING
POC.....	POINT OF COMMENCEMENT
ROW.....	RIGHT OF WAY
U/E.....	UTILITY EASEMENT
B/U.....	BUILDING LINE & UTILITY
EASEMENT	
F/L/E.....	FENCE & LANDSCAPE EASEMENT
OD/E.....	OVERLAND DRAINAGE EASEMENT
IPF.....	IRON PIN FOUND
IPS.....	IRON PIN SET
[1234].....	ADDRESS

FLOODPLAIN

AS SHOWN ON FIRM PANEL 40143C0451L, EFFECTIVE DATE OCTOBER 16, 2012, THIS PROPERTY IS LOCATED WITHIN ZONE AE AND ZONE AE FLOODWAY. HOWEVER, CASE NO. 20-06-3683P HAS BEEN REVIEWED BY FEMA AND A PHYSICAL MAP REVISION, 316-PMR, IS PENDING.

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BIXBY
116 W. NEEDLES P.O. BOX 70
BIXBY, OK 74008

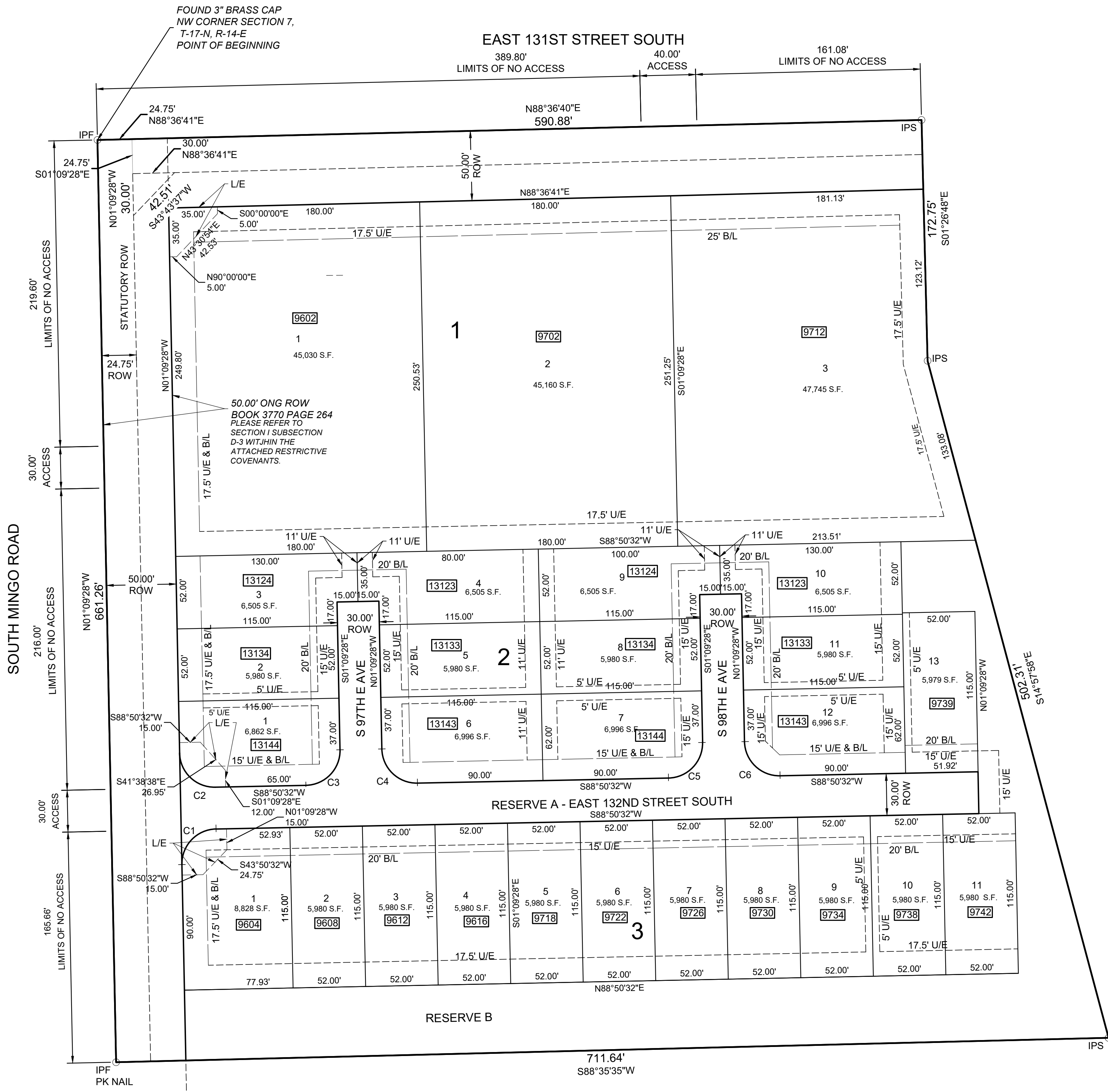
UTILITY
OKLAHOMA NATURAL GAS COMPANY
2319 W. EDISON ST.
TULSA, OK 74127
918-834-8000

AT&T
5303 E. 71ST STREET
TULSA OK 74136
918-596-6422

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

COX COMMUNICATIONS
11811 EAST 51ST STREET
TULSA, OK 74145
918-286-4658

BIXBY TELEPHONE CO.
2311 E 161ST ST.
BIXBY OK
918-366-4578



SUBDIVISION STATISTICS

SUBDIVISION CONTAINS TWENTY-SEVEN (27)
LOTS IN THREE (3) BLOCKS.
CONTAINING 9.65 ACRES

BLOCK 1.....3.17 ACRES - 3 LOTS
BLOCK 2.....1.92 ACRES - 13 LOTS
BLOCK 3.....1.58 ACRES - 11 LOTS

CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING
C1	39.27'	25.00'	35.36'	N43°50'32"E
C2	39.27'	25.00'	35.36'	N46°09'28"W
C3	39.27'	25.00'	35.36'	S43°50'32"W
C4	39.27'	25.00'	35.36'	N46°09'28"W
C5	39.27'	25.00'	35.36'	S43°50'32"W
C6	39.27'	25.00'	35.36'	N46°09'28"W

SITE DATA

BENCHMARK
60D NAIL IN BRACE POST, 58 FEET NORTH & 8 FEET WEST OF NE
PROPERTY CORNER
ELEV = 602.01' (NAVD 1988)

BASIS OF BEARINGS
ASSUMED BEARING OF N 88°36'41" E ALONG THE NORTH LINE OF
THE NW/4 OF SECTION 7, T-17-N, R-14-E OF THE INDIAN BASE AND
MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

LAND AREA
420,436 SF / 9.65 ACRES

MONUMENTATION
A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED
"CA6318" TO BE SET AT ALL LOT CORNERS, POINTS OF CURVE,
POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF
REVERSE CURVE, UNLESS NOTED OTHERWISE.

ADDRESSES

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

Rowan Grove Blocks 1-3

OWNER/DEVELOPER

ROWAN GROVE LLC.
5711 E. 71ST. ST. S
SUITE 120
TULSA OK 74136
PHONE: 918.494.4004
ATTN: JIM ROBERTS

AN ADDITION TO THE CITY OF BIXBY BEING A PART OF THE NORTH HALF (N/2) OF GOVERNMENT LOT ONE (1) AND PART OF THE NORTH HALF (N/2) OF THE NORTHWEST QUARTER (N/2 NE/4 NW/4), SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2022
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

KNOW ALL MEN BY THESE PRESENTS:
JIM ROBERTS, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT ONE (1); THENCE NORTH 88°36'40" EAST ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT ONE (1), A DISTANCE OF 590.88 FEET; THENCE SOUTH 01°26'48" EAST, A DISTANCE OF 172.75 FEET; THENCE SOUTH 14°57'58" EAST, A DISTANCE OF 502.31 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID NORTH HALF (N/2) OF GOVERNMENT LOT ONE (1); THENCE SOUTH 88°35'35" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 711.64 FEET TO A POINT ON THE WESTERLY LINE OF SAID GOVERNMENT LOT ONE (1); THENCE NORTH 01°09'28" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 661.26 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A TRACT OF LAND LOCATED IN GOVERNMENT LOT ONE (1) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7; THENCE N 88°36'41" E ALONG THE NORTH LINE OF SAID SECTION 7 A DISTANCE OF 24.75 FEET; THENCE S 01°09'10" E A DISTANCE OF 24.75 FEET TO A POINT ON THE STATUTORY RIGHT OF WAY OF EAST 131ST STREET SOUTH, ALSO BEING THE POINT OF BEGINNING; THENCE N 88°36'41" E ALONG SAID STATUTORY RIGHT OF WAY A DISTANCE OF 30.00 FEET; THENCE S 43°43'46" W A DISTANCE OF 42.51 FEET TO A POINT ON THE STATUTORY RIGHT OF WAY OF SOUTH MINGO ROAD EAST; THENCE N 01°09'10" W ALONG SAID STATUTORY RIGHT OF WAY A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACTS CONTAIN 420,436 SQUARE FEET OR 9.65 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 27 LOTS IN 3 BLOCKS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "ROWAN GROVE BLOCKS 1-3", A SUBDIVISION IN TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "ROWAN GROVE BLOCKS 1-3" OR THE "SUBDIVISION").

THE OWNER DOES HEREBY MAKE THE FOLLOWING DEDICATIONS AND GRANTS AND AGREES TO BE BOUND BY THE FOLLOWING PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE SUBDIVISION OF THE ABOVE DESCRIBED LAND WHICH SHALL BE DESIGNATED AND REFERRED TO HEREIN AS "ROWAN GROVE BLOCKS 1-3".

SECTION I. PUBLIC EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE ARTERIAL STREETS (SOUTH MINGO ROAD AND EAST 131ST STREET SOUTH) DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UIE" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BIXBY 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 ALL UTILITY LINES, INCLUDING WATER LINES AND SEWER LINES, EXCLUDING GAS LINES AND GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES 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 GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT. PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE

UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.
 - THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.
- C. WATER AND SANITARY SEWER SERVICE
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY SEWER MAINS LOCATED ON THEIR LOT.
 - WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT OF THE CITY OF BIXBY WOULD INTERFERE WITH PUBLIC WATER MAINS AND SANITARY SEWER MAINS SHALL BE PROHIBITED.
 - THE CITY OF BIXBY, OKLAHOMA OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND SANITARY SEWER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
 - THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS 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 SANITARY SEWER FACILITIES.
 - THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.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 UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.
- ONG'S RIGHT OF WAY RECORDED IN BOOK 3770 PAGE 264 REMAINS IN FULL FORCE AND EFFECT. ONG'S EASEMENT(S) PRE-DATE THE RIGHT-OF-WAY DEDICATION IN THIS PLAT AND MAY PROHIBIT OR LIMIT CERTAIN USES OF ONG'S RIGHT-OF-WAY, INCLUDING PAVING, OTHER UTILITY LINES, AND PERMANENT STRUCTURES, WITHOUT ONG'S PRIOR WRITTEN CONSENT.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE

EACH LOT WITHIN ROWAN GROVE BLOCKS 1-3 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 AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BIXBY, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER AND STORM SEWER SYSTEMS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY OF BIXBY, OKLAHOMA. NOTWITHSTANDING THE FOREGOING, INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE COUNTY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT.

H. LIMIT OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 131 STREET SOUTH AND SOUTH MINGO ROAD WITHIN THE BOUNDS DESIGNATED "LNA" OR "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT.

I. RESERVE "A" -EAST 132ND STREET SOUTH

RESERVE "A" - EAST 132ND STREET SOUTH ON THE ACCOMPANYING PLAT IS HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING UTILITIES, VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION. RESERVE "A" - EAST 132ND STREET SOUTH SHALL BE FOR THE MUTUAL USE AND BENEFIT OF EACH OWNER OF A LOT IN THE SUBDIVISION, THEIR RESPECTIVE GUESTS, AND INVITEES, AND SHALL BE APPURTENANT TO EACH LOT, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH RESERVE INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION. RESERVE "A" - EAST 132ND STREET SOUTH SHALL BE FURTHER GOVERNED BY SECTION K OF THIS DOCUMENT.

J. RESERVE 'B'

THE USE OF RESERVE B DEDICATED ON THE PLAT OR SUBSEQUENTLY DEDICATED FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING AND LANDSCAPING, AS WELL AS UTILITY EASEMENTS AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREAS WILL BE THE RESPONSIBILITY OF THE OWNER UNTIL CONVEYANCE TO THE HOME OWNERS ASSOCIATION.

K. PRIVATE STREETS AND MAINTENANCE OBLIGATIONS

- ALL OPERATIONS AND MAINTENANCE RESPONSIBILITIES FOR IMPROVEMENTS IN RESERVE AREAS SHALL BE ASSIGNED TO A HOME OWNERS ASSOCIATION. EACH PROPERTY OWNER, BY ACCEPTANCE OF A DEED TO A PROPERTY WITHIN THE DEVELOPMENT, WILL BE DEEMED TO HAVE AGREED TO BE A MEMBER OF THE HOME OWNERS ASSOCIATION AND BE SUBJECT TO ASSESSMENTS FOR MAINTENANCE FOR THE COMMON AREAS AND PRIVATE IMPROVEMENTS.
- THE CITY OF BIXBY, THE UNITED STATES POSTAL SERVICE, PRIVATE PARCEL DELIVERY SERVICES, PUBLIC UTILITY PROVIDING SERVICE TO THE SUBDIVISION AND ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION SHALL HAVE THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREET AND TO OPERATE THEREON THIS INCLUDES ALL GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.
- PRIVATE STREETS AND SIDEWALKS ABUTTING PRIVATE STREETS SHALL BE CONSTRUCTED TO MEET OR EXCEED THE CITY OF BIXBY ENGINEERING STANDARDS FOR MINOR RESIDENTIAL STREETS AND MUST SATISFY THE PROVISIONS OF THE CITY OF BIXBY SUBDIVISION AND DEVELOPMENT REGULATIONS.

L. LANDSCAPE EASEMENT

THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "LANDSCAPE EASEMENT" OR "L/E".

SECTION II. HOMEOWNERS ASSOCIATION

A. FORMATION OF HOMEOWNERS ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN "ROWAN GROVE" 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 THE SUBDIVISION FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF "ROWAN GROVE". THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

B. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN "ROWAN GROVE" SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE RESIDENTIAL LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN "ROWAN GROVE" SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIVATE STREETS, PRIVATE STORM SEWER, ENTRANCE IMPROVEMENTS AND OTHER COMMON AREAS OF THE SUBDIVISION.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTION I SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BIXBY TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES IN ANY JUDICIAL ACTION IS BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED IN THIS DEED OF DEDICATION THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT FOR 25 YEARS AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENTS SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS.

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 OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: JIM ROBERTS, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2022.

JIM ROBERTS

BY: _____
OWNER/DEVELOPER

STATE OF OKLAHOMA)

) SS

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2022, BY _____, JIM ROBERTS.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, JAY P. BISSELL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "ROWAN GROVE BLOCKS 1-3" AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND 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.

JAY P. BISSELL

LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1318

STATE OF OKLAHOMA)

) SS.

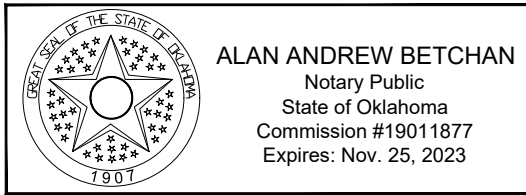
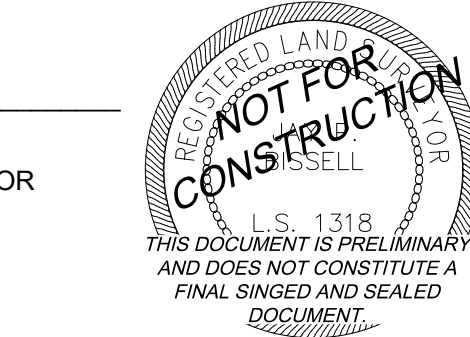
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2022, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: NOV 25, 2023

COMMISSION NUMBER: 19011877

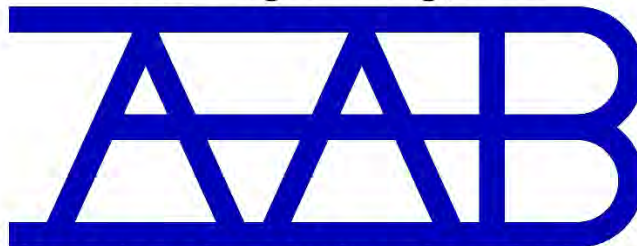


Rowan Grove

**Planned Unit Development No. BXPUD-20.02
Zoning Case BZ-385
April 7, 2020
Major Amendment #1
May 11, 2021**

**Owner:
Rowan Grove LLC
5711 E 71st St. South
Tulsa, OK 74136**

**Prepared By:
AAB Engineering, LLC**



Engineering • Surveying • Land Planning

PO Box 2136 Sand Springs, OK 74063
Office: (918) 514-4283 Fax: (918) 514-4288

Development Concept

Rowan Grove is a proposed multi-use development located on the southeast corner of South Mingo Road and 131st Street South in Bixby, Oklahoma. Exhibit B shows the areas that surround the PUD. The PUD is a Planned Unit Development overlay of an existing FD, CS, & OL zoned parcel; see Exhibit C for existing zoning map. This PUD is being requested in conjunction with an application for zoning change to RS-3 & CS which closely mirror the proposed development areas. The project proposes several commercial lots at the hard corner of the intersection and along the 131st Street frontage as well as two different residential products. The first product is located south of the commercial lots and proposes a small lot gated community. This area will be comprised of 50' wide lots and is intended to be a low maintenance development option for families looking for an upscale home with smaller yards. The larger residential portion of the project proposes a 60' and 65' lot width mix of more traditional lot sizes. The residential portions of the project will be developed along RS-3 bulk and area requirements except as modified by this PUD while the commercial portions will follow the CS guidelines. The existing site is largely vacant land that is currently within the 100 year floodplain of Haikey Creek and is split by the Old Fry Ditch #1 diversion channel. The current ongoing levee construction along Haikey Creek will remove the area from the floodplain making it available for development. The PUD comprises an area of approximately 37 acres and proposes three Development Areas as shown on Exhibit D. The updated legal description for the PUD is shown on Exhibit A. Major Amendment #1 adds 36 acres to Development Area C.

A maximum of 272 residential lots are proposed for this PUD. The proposed project will utilize the flexibility offered in the Planned Unit Development provisions of the Bixby Zoning Code to create the density desired but still ensure a quality of product that will endure for years to come.

Development pursuant to this PUD shall comply with all recommendations of the Bixby Fire Marshal, City Engineer, and City Attorney.

Development Area A Standards (Commercial)

Gross Land Area	179,971 sq. ft.	4.13 ac
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Permitted Uses

Uses permitted as a matter of right by the City of Bixby Zoning Code within the CS district, including all uses customarily accessory thereto.

Minimum Lot Width	150 ft.
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Maximum Number of Lots	4
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Minimum Setbacks

Front yards	50 ft.
Rear yards	10 ft.

Maximum Building Height:	70 ft.
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Development Area B Standards (Gated Community)

Gross Land Area	240,467 sq. ft.	5.52 ac
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Permitted Uses

Uses permitted as a matter of right by the City of Bixby Zoning Code within the RS-3 district, including all uses customarily accessory thereto.

Minimum Lot Width	50 ft.
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Minimum Land Area	8,400 sf.
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Minimum Lot Area	5,250 sf.
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Minimum Livability Space	2000 sf.*
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Maximum Number of Lots	24
-------------------------------	----

Minimum Setbacks

Front yards	20 ft.
Rear yards	20 ft.
Side yard (Both Sides)	5 ft.

Maximum Building Height: 48 ft.

*The balance of the livability space required by the code shall be considered fully met by the allocation of area within Reserve B.

Development Area C Standards (Traditional Residential)

Gross Land Area 1,192,123 sq. ft. 27.37 ac

Permitted Uses

Uses permitted as a matter of right by the City of Bixby Zoning Code within the RS-3 district, including all uses customarily accessory thereto.

Minimum Lot Width 60 ft.

Minimum Land Area 8,400 sf.

Minimum Lot Area 7,200 sf.

Maximum Number of Lots 248

Minimum Setbacks

Front yards	25 ft.
Rear yards	20 ft.
Side yard (Both Sides)	5 ft.

Maximum Building Height: 48 ft.

Reserve Area ‘A’

Reserve Area ‘A’ shall be established by the owner for the construction of private streets providing access to each lot owner and their invitees to and from South Mingo Road. Gates, fencing, and landscaping, including all appurtenances incidental thereto, shall be allowed within Reserve Area ‘A’, provided all such improvements are approved by the City of Bixby prior to installation. Reserve Area ‘A’ shall be conveyed to the Homeowner’s Association which shall be responsible for the maintenance of all improvements contained within that reserve.

Private Streets

All streets within Development Area B of the PUD will be privately maintained by the Homeowner’s Association. All streets shall be constructed according to the City of Bixby minor residential public street standards provided that a minimum reserve width within Development Area B shall be 30’. Streets shall be constructed with a minimum width of 26’ face of curb to face of curb. Streets may be gated provided all such gates meet the access requirements of the City of Bixby Fire Marshal.

Drainage & Utilities

The majority of the site drains to the old Fry Ditch relief channel (aka Haikey Creek Diversion Channel or HCDC) which discharges directly to the Arkansas River. Onsite storm sewer will be constructed and will discharge directly to this channel. Fee in lieu of onsite detention is proposed for this project.

An existing 16" waterline runs north and south along the west side of South Mingo Road. A 12" waterline will be extended down the 131st right of way and a 6" waterline extension will be constructed through the development. The proposed extensions will provide fire protection and water service to the development.

An existing 10" sanitary sewer line is located along the western side of Mingo Road approximately 300' south of the development. This line will be extended along Mingo Road and into the development to serve the site as required by the City of Bixby. This line will likely be a 10" sewer line to accommodate a flatter slope and ensure sufficient depth to serve the eastern sides of the development.

Other utility services are currently provided to the site and will continue to be provided via underground services. See attached Exhibit F for the conceptual improvements plan.

Access and Circulation

All streets within the development will largely conform with the attached conceptual site plan. The primary entry to the gated portion of the subdivision will be derived from South Mingo Road as shown. Gates will be constructed to limit public access to subdivision and provide additional security for the lot owners. All such gates will be constructed according to the requirements of the City of Bixby Fire Marshal. Development Area C will derive its access for 131st Street south with two access points spaced as shown on the conceptual improvement plan. This will provide two points of access to the development as required by the City of Bixby Fire Marshal. Limits of No Access (LNA) will be imposed along all of the residential areas abutting both Mingo Rd. and 131st Street, except at street intersections. The location of the curb cut and design of the intersection shall be approved by the Fire Marshal and City Engineer.

Sidewalks shall be constructed by the developer along the residentially zoned portions of the project abutting Mingo Road and 131st Street as well as any street fronting portions of reserve areas. Sidewalks shall be constructed by the individual lot owners along all internal streets and abutting the arterial streets adjacent to commercially zoned properties in accordance with the Bixby Subdivision Regulations. Sidewalks shall be a minimum of four (4) feet in width, shall be ADA compliant, and shall be approved by the City Engineer. Additional sidewalk easements will be required within the gated community.

Screening Walls and Fences

Interior fencing and/or walls shall not extend beyond the point nearest the street at each end corner of the residence. Fencing along residentially abutted portions of Mingo Road and 131st Street shall be 6' feet in height and consist of a wood fence with masonry columns spaced no more than 60 feet center to center. All such fencing and gates shall be contained within a Fence Easement or Reserve by the plat of "Rowan Grove".

Architectural Requirements

All residential homes constructed within the PUD shall have a minimum first floor square footage of 1,300 square feet. Homes with development area C shall have a minimum square footage of 1,750 square feet. All residential homes, regardless of development area, shall be constructed with of 75% masonry (stucco, stone, or brick) to the first floor top plate, excluding windows, covered porches, and patios.

Commercial properties shall conform to the City of Bixby appearance corridor district requirements.

Environmental Analysis

The site generally slopes toward the Old Fry Ditch relief channel. The Tulsa County Soils survey defines the onsite soils primarily as Radley Silt Loam and Wynona Silty Clay Loam. These soils are generally moderately well drained and provide little issue to construction of a project as proposed. A geotechnical engineer will be contracted to perform a detailed soils analysis during the design phase of the project.

The attached Exhibit E depicts an aerial of the existing site as well as topography.

Requirement to Plat

No building permit shall be issued until a plat containing restrictive covenants memorializing the above development standards is prepared and filed in accordance with the City of Bixby Subdivision Regulations.

Schedule of Development

Development Construction is expected to begin in summer of 2021.

Legal Description

Exhibit A

(Overall Area)

A TRACT OF LAND THAT IS PART OF GOVERNMENT LOT ONE (1) AND PART OF THE NORTHWEST QUARTER (NW/4), SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (NW/4); THENCE SOUTH 01°26'24" EAST ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 660.41 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (N/2 NE/4 NW/4); THENCE SOUTH 01°27'24" EAST ALONG THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (S/2 NE/4 NW/4) AND THE EAST LINE OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER (N/2 N/2 S/2 NW/4), A DISTANCE OF 990.50 FEET TO THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER (N/2 N/2 S/2 NW/4); THENCE SOUTH 88°33'59" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER (N/2 N/2 S/2 NW/4), A DISTANCE OF 1542.48 FEET; THENCE NORTH 01°09'05" WEST, A DISTANCE OF 330.34 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT ONE (1); THENCE SOUTH 88°34'35" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 27.95 FEET; THENCE NORTH 14°57'46" WEST, A DISTANCE OF 679.83 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID GOVERNMENT LOT ONE (1); THENCE NORTH 14°57'58" WEST, A DISTANCE OF 556.57 FEET; THENCE NORTH 01°26'14" WEST, A DISTANCE OF 119.95 FEET TO A POINT ON THE NORTHERLY LINE OF SAID GOVERNMENT LOT ONE (1); THENCE NORTH 88°36'41" EAST ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT ONE (1) AND THE NORTHERLY LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 1857.61 FEET TO THE POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT ONE (1); THENCE NORTH 88°36'41" EAST ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT ONE (1), A DISTANCE OF 590.88 FEET; THENCE SOUTH 01°26'48" EAST, A DISTANCE OF 172.75 FEET; THENCE SOUTH 14°57'58" EAST, A DISTANCE OF 502.31 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID NORTH HALF (N/2) OF GOVERNMENT LOT ONE (1); THENCE SOUTH 88°35'35" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 711.64 FEET TO A POINT ON THE WESTERLY LINE OF SAID GOVERNMENT LOT ONE (1); THENCE NORTH 01°09'28" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 661.26 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A TRACT OF LAND LOCATED IN GOVERNMENT LOT ONE (1) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION SEVEN (7); THENCE NORTH 88°36'41" EAST ALONG SAID SECTION SEVEN (7) A DISTANCE OF 24.75 FEET; THENCE SOUTH 01°09'10" EAST, A DISTANCE OF 24.75 FEET TO A POINT ON THE STATUTORY RIGHT OF WAY OF EAST 131ST STREET SOUTH; ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 88°36'41" ALONG SAID STATUTORY RIGHT OF WAY, A DISTANCE OF 30.00 FEET; THENCE SOUTH 43°43'46" WEST, A DISTANCE OF 42.51 FEET TO A POINT ON THE STATUTORY RIGHT OF WAY OF SOUTH MINGO ROAD EAST; THENCE NORTH 01°09'10" WEST ALONG SAID STATUTORY RIGHT OF WAY, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACTS CONTAIN 3,2109,973 SQUARE FEET OR 73.69 ACRES.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE EAST LINE OF THE NORTHWEST QUARTER BEING SOUTH 01°26'24" EAST.

AAB Engineering, LLC



Engineering • Surveying • Land Planning

PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2020
KS CA#2292 Exp: Dec. 31, 2020
Office: (918) 514-4283 Fax: (918) 514-4288

Legal Description

Exhibit A

(Development Area A)

A TRACT OF LAND THAT IS PART OF THE NORTH HALF (N/2) OF GOVERNMENT LOT ONE (1), SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE NORTH 88° 36'41" EAST ALONG THE NORTHERLY LINE OF SAID LOT 1 FOR 590.88 FEET; THENCE SOUTH 01°26'48" EAST FOR 172.75 FEET; THENCE SOUTH 14°57'58" EAST FOR 133.08 FEET; THENCE SOUTH 88°50'32" WEST FOR 623.51 FEET TO A POINT ON THE WESTERLY LINE OF SAID GOVERNMENT LOT 1; THENCE NORTH 01°09'28" WEST ALONG SAID WESTERLY LINE FOR 299.60 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND. CONTAINING 179,970.52 SQUARE FEET OR 4.13 ACRES.

LEGAL DESCRIPTION BASIS OF BEARINGS IN THE NORTHERLY LINE OF GOVERNMENT LOT 1 ASSUMED TO BE NORTH 88°36'41" EAST.

THIS LEGAL DESCRIPTION WAS PREPARED ON APRIL 7, 2020 BY JAY P. BISSELL, OKLAHOMA LICENSED LAN SURVEYOR NO. 1318.

Legal Description

Exhibit A

(Development Area B)

A TRACT OF LAND THAT IS PART OF THE NORTH HALF (N/2) OF GOVERNMENT LOT ONE (1), SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE SOUTH 01°09'28" EAST ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 1 FOR 299.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°50'32" EAST FOR 623.51 FEET; THENCE SOUTH 14°57'58" EAST FOR 369.23 FEET; THENCE SOUTH 88°35'34" WEST FOR 711.64 FEET TO A POINT ON THE WESTERLY LINE OF SAID GOVERNMENT LOT 1; THENCE NORTH 01°09'28" WEST ALONG SAID WESTERLY LINE FOR 361.66 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND. CONTAINING 240,466.85 SQUARE FEET OR 5.52 ACRES.

LEGAL DESCRIPTION BASIS OF BEARINGS IN THE WESTERLY LINE OF GOVERNMENT LOT 1 ASSUMED TO BE SOUTH 01°09'28" EAST.

THIS LEGAL DESCRIPTION WAS PREPARED ON APRIL 7, 2020 BY JAY P. BISSELL, OKLAHOMA LICENSED LAN SURVEYOR NO. 1318.

Legal Description

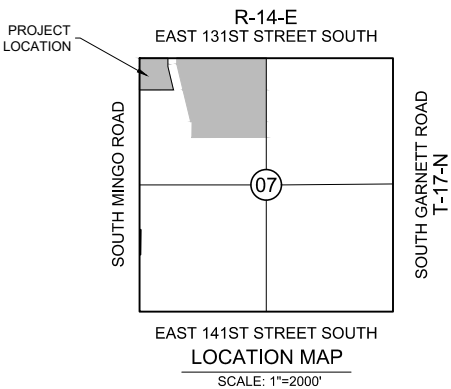
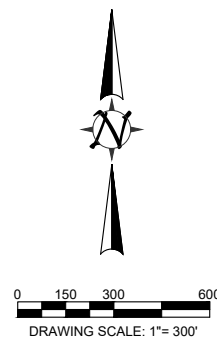
Exhibit A

(Development Area C)

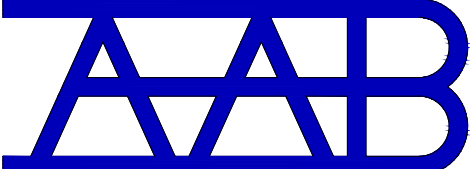
A TRACT OF LAND THAT IS PART OF GOVERNMENT LOT ONE (1) AND PART OF THE NORTHWEST QUARTER (NW/4), SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (NW/4); THENCE SOUTH 01°26'24" EAST ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 660.41 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (N/2 NE/4 NW/4); THENCE SOUTH 01°27'24" EAST ALONG THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (S/2 NE/4 NW/4) AND THE EAST LINE OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER (N/2 N/2 S/2 NW/4), A DISTANCE OF 990.50 FEET TO THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER (N/2 N/2 S/2 NW/4); THENCE SOUTH 88°33'59" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER (N/2 N/2 S/2 NW/4), A DISTANCE OF 1542.48 FEET; THENCE NORTH 01°09'05" WEST, A DISTANCE OF 330.34 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT ONE (1); THENCE SOUTH 88°34'35" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 27.95 FEET; THENCE NORTH 14°57'46" WEST, A DISTANCE OF 679.83 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID GOVERNMENT LOT ONE (1); THENCE NORTH 14°57'58" WEST, A DISTANCE OF 556.57 FEET; THENCE NORTH 01°26'14" WEST, A DISTANCE OF 119.95 FEET TO A POINT ON THE NORTHERLY LINE OF SAID GOVERNMENT LOT ONE (1); THENCE NORTH 88°36'41" EAST ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT ONE (1) AND THE NORTHERLY LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 1857.61 FEET TO THE POINT OF BEGINNING. CONTAINING 2,789,986 SQUARE FEET OR 64.05 ACRES. LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE EAST LINE OF THE NORTHWEST QUARTER BEING SOUTH 01°26'24" EAST.

PLOT DATE: Wed, 12 May 2021 FILE: P:\1714\07-ROWAN GROVE\131ST & MINGO - PUD

Exhibit B
Surrounding Areas
for
Rowan Grove



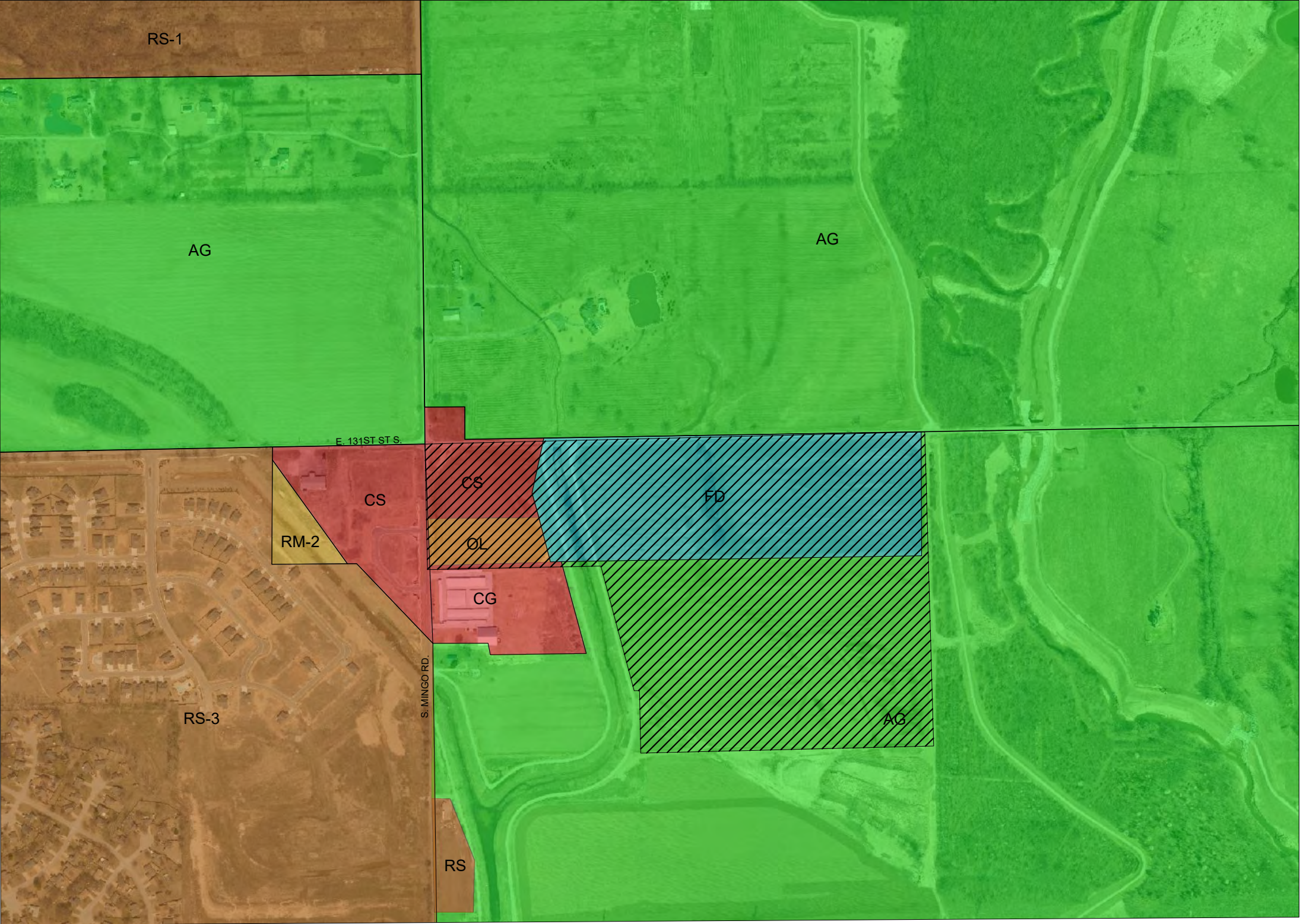
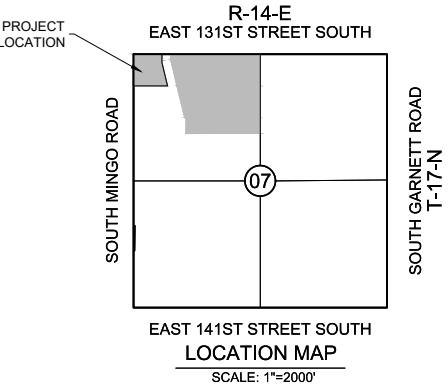
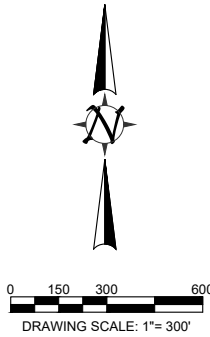
AAB Engineering, LLC



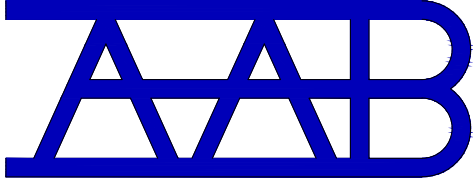
Engineering • Surveying • Land Planning

PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2020
KS CA#2292 Exp: Dec. 31, 2020
Office: (918) 514-4283 Fax: (918) 514-4288

Exhibit C
Existing Zoning
for
Rowan Grove



AAB Engineering, LLC

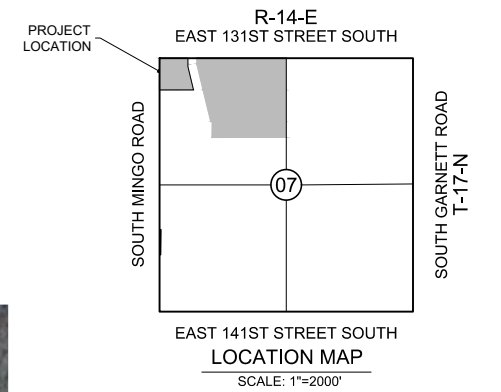
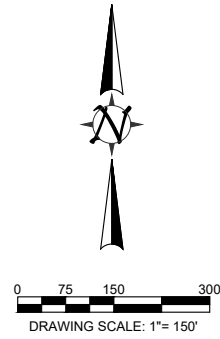


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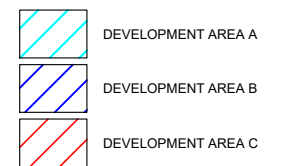
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Exhibit D

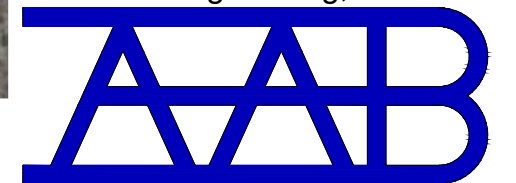
Conceptual Development Plan for



LEGEND



AAB Engineering, LLC



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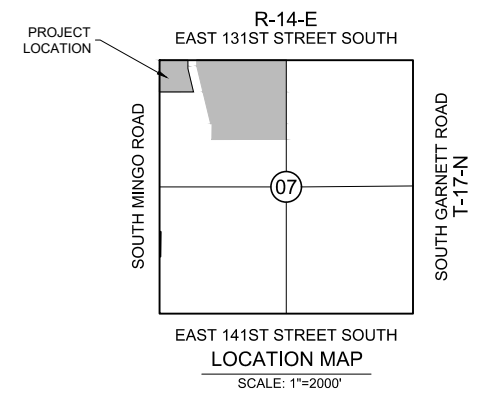
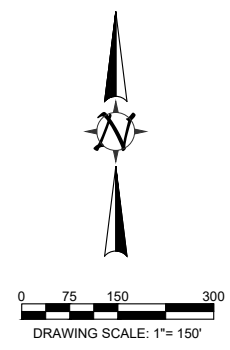
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2020
KS CA#2292 Exp: Dec. 31, 2020
Office: (918) 514-4283 Fax: (918) 514-4288



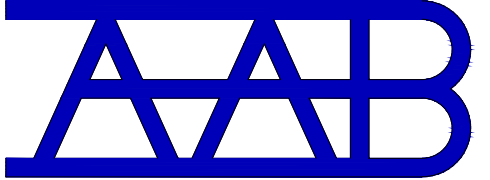
Exhibit E

Existing Topo & Aerial
for

Rowan Grove



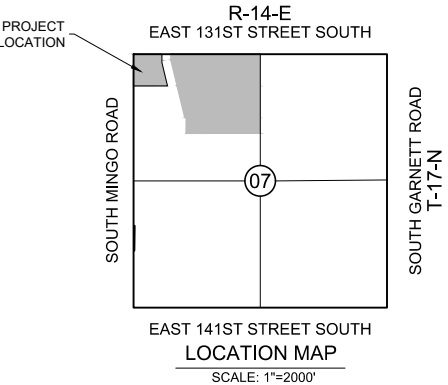
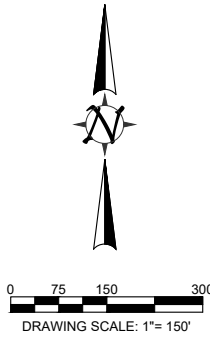
AAB Engineering, LLC



Engineering • Surveying • Land Planning

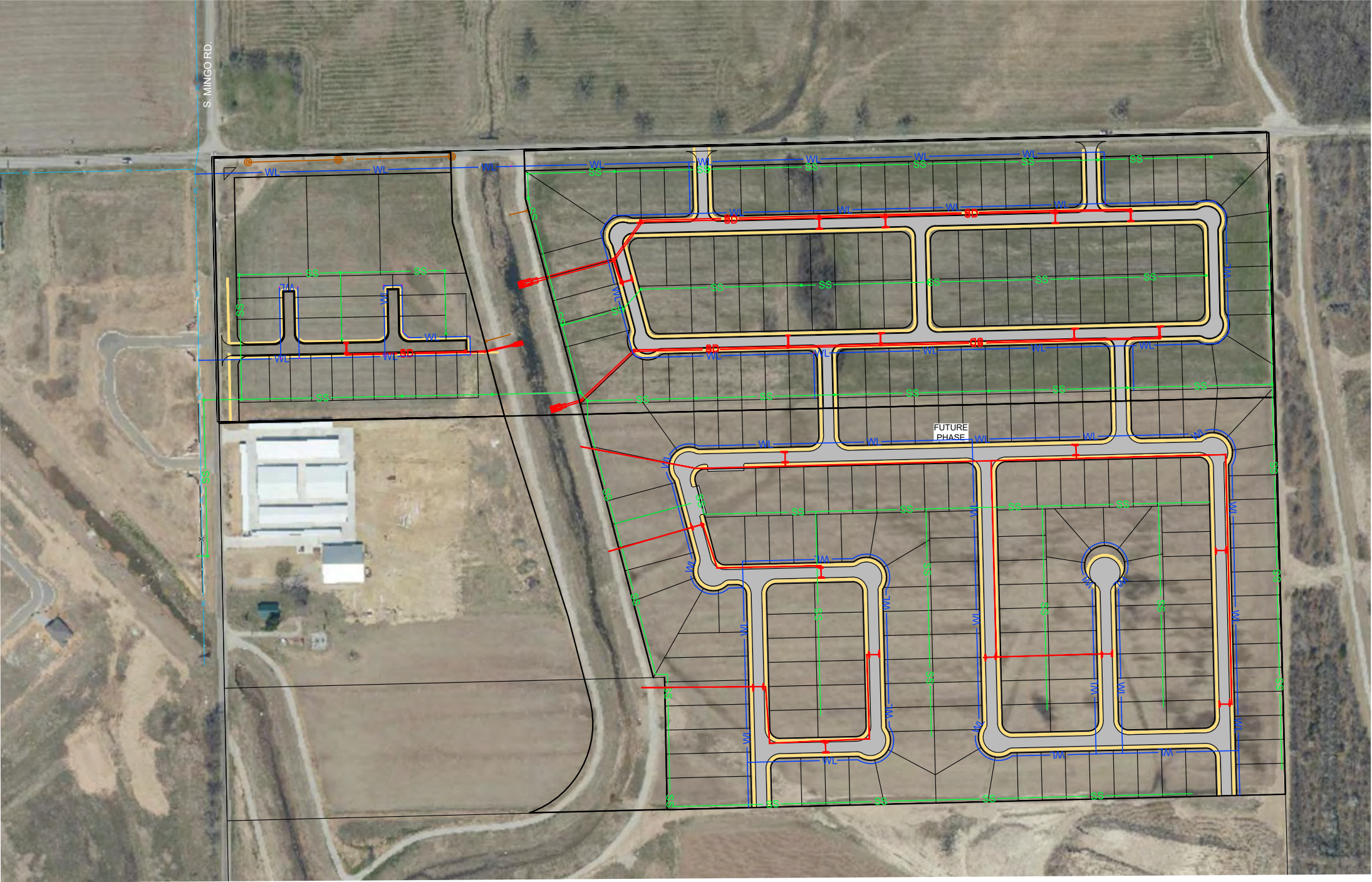
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2020
KS CA#2292 Exp: Dec. 31, 2020
Office: (918) 514-4283 Fax: (918) 514-4288

Exhibit F
Conceptual Improvement Plan
for
Rowan Grove

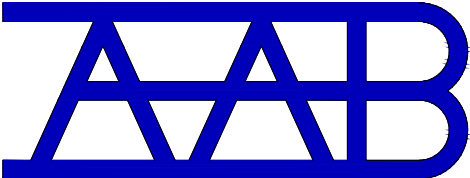


LEGEND

- SD PROPOSED STORM SEWER
- SS PROPOSED SANITARY SEWER
- WL PROPOSED WATERLINE
(6" UNLESS OTHERWISE NOTED)



AAB Engineering, LLC



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PO Box 2136 Sand Springs, OK 74063

OK CA#6318 Exp: June 30, 2020

KS CA#2292 Exp: Dec. 31, 2020

Office: (918) 514-4283 Fax: (918) 514-4288





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

STAFF COMMENTARY

To: City of Bixby, City Council
From: Carolyn Back, Development Services Director/City Planner
Date: Monday, January 24, 2022
RE: The Bungalows III at Willow Creek Preliminary and Final Plats (BXPT-21.19)
Location: South of the SW/c of East 131st Street South and South Mingo Road, Bixby, Oklahoma
Applicant: Select Design – Ryan McCarty

STAFF REVIEW

Project Overview per Plat:

# of Acres	15.63 (+/-)	Min Lot Width	60 ft.
# of Lots	56	Min Lot Size	7,200 SF
# of Blocks	3	Min Dwelling Size	1,500 SF
1 st Floor Exterior – 50% Masonry		# of Reserve Areas	1

Previous Council Approvals:

5.13.13 Planned Unit Development

Recent Planning Commission Recommendation for Approval:

01.18.22 Preliminary and Final Plats

Staff Comments:

1. Staff recommends approval of The Bungalows III at Willow Creek Preliminary and Final Plats.



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

Staff Report

To: City of Bixby, Planning Commission
From: Carolyn Back, Development Services Director/City Planner
Date: Tuesday, January 18, 2022
Name: The Bungalows III at Willow Creek
(Residential Development)
RE: Preliminary & Final Plats (BXPT 21.19)
Approvals: 5.13.2013 **PUD 78**
Location: PART OF THE NE/4 OF SECTION TWELVE (12), TOWNSHIP
SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE
INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF
OKLAHOMA 15.63 Acres (+/-)
STR: Section 12, Township 17N, Range 13E
Applicant: Select Design – Ryan McCarty

STAFF REVIEW

Project Overview per Plat:

# of Acres	15.63 (+/-)	Min Lot Width	60 ft.
# of Lots	56	Min Lot Size	7,200 SF
# of Blocks	3	Min Dwelling Size	1,500 SF
1 st Floor Exterior – 50% Masonry		# of Reserve Areas	1

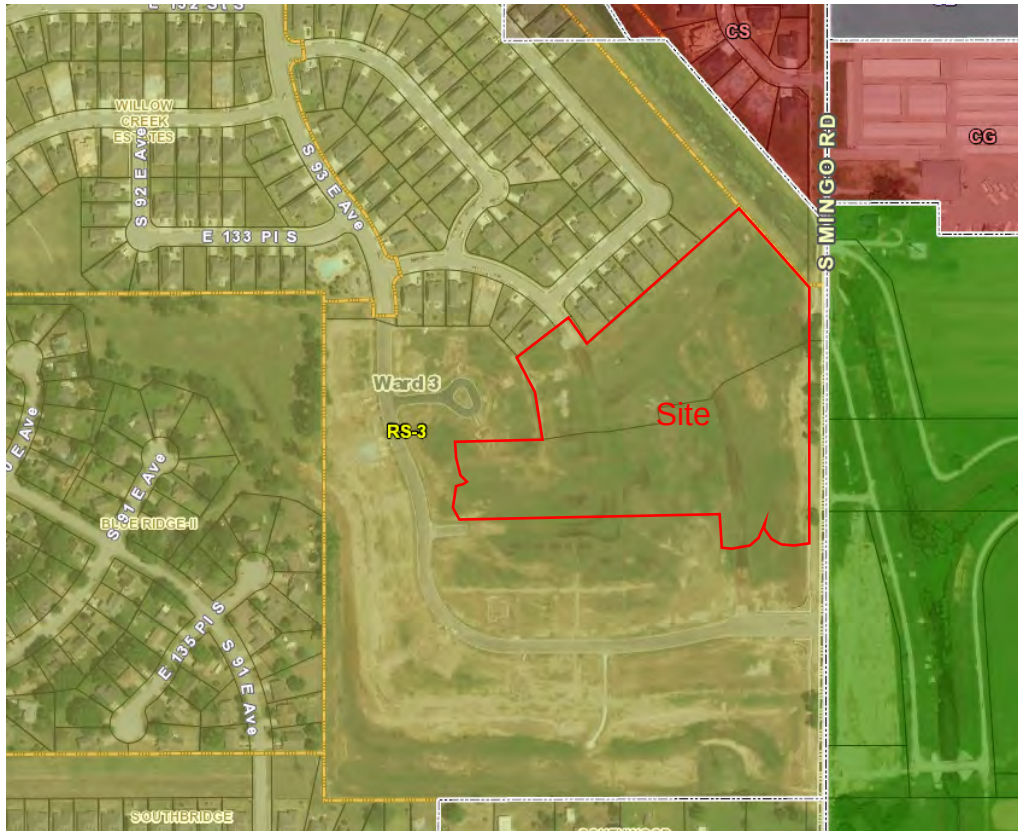


Figure 1: City of Bixby Zoning Map

UTILITIES/SITE AREA:

The commercial development will be served by City of Bixby: Water, Sanitary Sewer, and Storm Sewer. All franchise utility providers were notified through a Technical Advisory Committee meeting.

PHASING:

This is the final phase of the Willow Creek Development at 131st and Mingo. The parcel in question provides infill between The Bungalows and The Bungalows II on the Mingo side of the development.

PUBLIC COMMENTS:

No comments have been received at time of this staff report being written.

STAFF COMMENTS:

1. Staff supports Planning Commission recommendation for approval of The Bungalows III at Willow Creek

ATTACHMENTS:

Attachment 1: Preliminary Plat The Bungalows III dated 12.01.2021

Attachment 2: Final Plat The Bungalows III dated 12.01.2021

Boundary Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
BC1	84.33'	425.00'	11°22'08"	N 31°00'14" W	84.19'
BC2	121.00'	530.00'	13°04'51"	S 14°58'30" E	120.74'
BC3	37.01'	25.00'	84°49'52"	S 50°51'01" E	33.73'
BC4	37.81'	25.00'	86°38'59"	S 43°24'33" W	34.31'
BC5	71.88'	195.00'	21°07'09"	S 10°28'31" E	71.47'
BC6	118.96'	970.00'	7°01'36"	N 75°11'24" E	118.96'
BC7	13.39'	312.00'	2°27'35"	N 72°54'23" E	13.39'
BC8	32.35'	25.00'	74°08'12"	N 37°04'05" E	30.14'
BC9	39.27'	25.00'	90°00'00"	S 45°00'01" E	35.36'
BC10	54.91'	35.00'	89°53'33"	N 45°03'13" E	49.45'

Boundary Line Table

LINE	BEARING	DISTANCE
BL1	N 89°53'34" E	50.00'
BL2	S 25°49'54" E	59.46'
BL3	S 22°44'17" E	54.16'
BL4	S 03°35'12" E	50.00'
BL5	S 00°05'03" W	26.97'
BL6	N 00°00'01" W	12.83'
BL7	N 89°59'59" E	50.00'

Legend

B/L -- BUILDING SETBACK LINE
POB -- POINT OF BEGINNING
L.N.A. -- LIMITS OF NO ACCESS
MA/E -- MUTUAL ACCESS EASEMENT
U/E -- UTILITY EASEMENT
10000 -- STREET ADDRESS

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA BEING A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

South Mingo Road

Point of Beginning

Basis of Bearings

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12, T-17-N, R-13-E AS NORTH 00°06'26" EAST.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848" AT ALL CORNERS.

Benchmark (BA 11)

3" ALUMINUM CAP FLUSH SET IN CONCRETE STAMPED "BA 11" - SET WEST OF 131ST STREET AND GARNETT ROAD. ELEVATION = 632.43' (NAVD 1988)

Windrush

Limits of FEMA 100YR Floodplain (Zone AE)
MAP NO. 40143C0451L
DATED OCTOBER 16, 2012

Limits of FEMA 100YR Floodplain (Zone AE)
MAP NO. 40143C0451L
DATED OCTOBER 16, 2012

East 131st Street South

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	21.03'	25.00'	48°11'22.87"	S 72°41'56" W	20.41'
C2	21.03'	25.00'	48°11'22.87"	N 24°30'33" E	20.41'
C3	241.19'	50.00'	276°22'45.73"	N 41°23'46" W	66.67'
C4	38.74'	25.00'	88°47'37.26"	S 04°12'26" W	34.98'
C5	39.94'	25.00'	91°31'41.05"	N 85°37'55" W	35.82'
C6	51.81'	125.00'	23°45'00.52"	N 60°28'45" E	51.44'
C7	41.31'	25.00'	94°40'41.92"	S 60°18'24" E	36.77'
C8	91.62'	425.00'	12°21'07.39"	N 19°08'37" W	91.45'
C9	37.21'	25.00'	85°16'21.67"	S 33°47'58" W	33.87'
C10	85.01'	175.00'	27°49'54.07"	N 62°31'11" E	84.17'
C11	87.62'	1975.00'	2°32'30.66"	N 07°33'58" W	87.61'
C12	86.47'	2025.00'	2°26'47.96"	N 07°36'49" W	86.47'
C13	234.67'	450.00'	29°52'46.58"	N 25°15'00" W	232.02'
C14	206.35'	400.00'	29°33'28.27"	N 25°05'21" W	204.07'
C15	182.29'	375.00'	27°51'05.52"	N 22°45'46" W	180.50'
C16	80.97'	450.00'	10°18'35.68"	N 05°09'19" W	80.86'
C17	71.98'	400.00'	10°18'35.68"	N 05°09'19" W	71.88'
C18	143.70'	50.00'	164°40'14.64"	N 39°42'31" E	99.11'
C19	15.81'	25.00'	36°14'10.89"	S 24°30'31" E	15.55'
C20	39.91'	25.00'	91°28'09.42"	N 39°26'22" E	35.81'
C21	16.09'	25.00'	36°52'11.63"	N 76°23'27" W	15.81'
C22	166.34'	1975.00'	4°49'32.52"	N 87°35'13" E	166.29'
C23	170.55'	2025.00'	4°49'32.52"	N 87°35'13" E	170.50'
C24	58.42'	1025.00'	3°15'56.34"	S 88°22'01" W	58.41'
C25	55.57'	975.00'	3°15'56.34"	S 88°22'01" W	55.56'

Line Table

LINE	BEARING	DISTANCE
L1	S 10°18'36" E	150.37'
L2	N 10°18'36" W	150.37'
L3	S 48°36'14" W	113.05'
L4	S 08°50'13" E	145.83'
L5	N 08°50'13" W	213.91'
L6	S 48°36'14" W	81.37'
L7	N 48°36'14" E	294.45'
L8	S 00°00'01" E	219.92'
L9	N 00°00'01" W	219.92'
L10	N 85°10'27" E	23.56'
L11	S 85°10'27" W	19.17'
L12	N 86°44'03" E	22.10'
L13	S 86°44'03" W	21.82'
L14	N 89°59'59" E	116.88'
L15	S 89°59'59" W	116.88'

Planned Unit Development No. 78

The Bungalows III at Willow Creek

Owner / Developer

WILLOW CREEK DEVELOPMENT, LLC
12150 EAST 96TH STREET NORTH, STE 200
OWASSO, OKLAHOMA 74005
PHONE: (918) 274-0406
MR. PETE KOURTIS

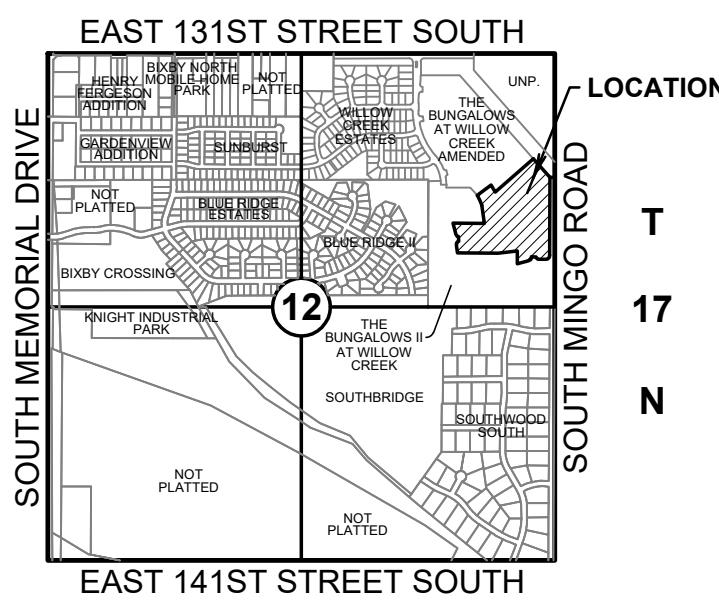
Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2022

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2022

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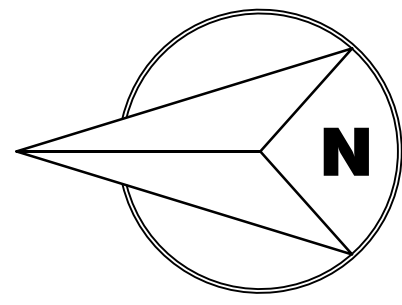


Location Map

SCALE: 1"=200'

Subdivision Statistics

SUBDIVISION CONTAINS FIFTY-SIX (56) LOTS
IN THREE (3) BLOCKS AND ONE (1) RESERVE AREA
GROSS SUBDIVISION AREA: 681,028.81 SF OR 15.63 ACRES



Scale: 1" = 100'

Notes

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

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BIXBY, OKLAHOMA.

COUNTY TREASURER STAMP

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

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 _____, 2021.

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY

PRELIMINARY
PLAT

THE BUNGALOWS III AT WILLOW CREEK
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER TOGETHER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER OF SECTION TWELVE (12), 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 00°06'26" EAST ALONG THE EAST LINE OF THE NE¼ A DISTANCE OF 1342.84 FEET; THENCE NORTH 89°53'54" WEST 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41°23'36" WEST ALONG THE WEST LINE OF RESERVE "B" OF WILLOW CREEK ESTATES, FILED AS PLAT NO. 6625, A DISTANCE OF 289.51 FEET TO THE SOUTHERLY LINE OF THE BUNGALOWS AT WILLOW CREEK AMENDED, FILED AS PLAT NO. 6815; THENCE ALONG SAID SOUTHERLY LINE SOUTH 48°36'15" WEST 538.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 84.33 FEET, A CHORD BEARING OF NORTH 31°00'14" WEST AND A CHORD LENGTH OF 84.19 FEET; THENCE SOUTH 53°18'42" WEST 176.62 FEET; THENCE SOUTH 25°49'54" EAST 59.46 FEET; THENCE SOUTH 22°44'17" EAST 54.16 FEET; THENCE SOUTH 08°50'13" EAST 189.42 FEET; THENCE SOUTH 89°59'59" WEST 327.23 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 121.00 FEET; A CHORD BEARING OF SOUTH 14°58'30" EAST AND A CHORD LENGTH OF 120.74 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 37.01 FEET, A CHORD BEARING OF SOUTH 50°51'01" EAST AND A CHORD LENGTH OF 33.73 FEET; THENCE SOUTH 03°35'12" EAST 50.00 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 37.81 FEET, A CHORD BEARING OF SOUTH 43°24'33" WEST AND A CHORD LENGTH OF 34.31 FEET; THENCE SOUTH 00°05'03" WEST 26.97 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 195.00 FEET, AN ARC LENGTH OF 71.88 FEET, A CHORD BEARING OF SOUTH 10°28'31" EAST AND A CHORD LENGTH OF 71.47 FEET; THENCE NORTH 89°59'59" EAST 421.17 FEET; THENCE NORTH 83°12'08" EAST 200.95 FEET; THENCE SOUTH 00°00'01" EAST 130.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, AN ARC LENGTH OF 118.96 FEET, A CHORD BEARING OF NORTH 75°11'24" EAST AND A CHORD LENGTH OF 118.88 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 312.00 FEET, AN ARC LENGTH OF 13.39 FEET, A CHORD BEARING OF NORTH 72°54'23" EAST AND A CHORD LENGTH OF 13.39 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 32.35 FEET; A CHORD BEARING OF NORTH 37°04'05" EAST AND A CHORD LENGTH OF 30.14 FEET; THENCE NORTH 00°00'01" WEST 12.83 FEET; THENCE NORTH 89°59'59" EAST 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, A CHORD BEARING OF SOUTH 45°00'01" EAST AND A CHORD LENGTH OF 35.36 FEET; THENCE NORTH 89°59'59" EAST 90.08 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 54.91 FEET, A CHORD BEARING OF NORTH 45°03'13" EAST AND A CHORD LENGTH OF 49.45 FEET; THENCE NORTH 00°06'26" EAST AND PARALLEL TO THE EAST LINE OF THE NE¼ A DISTANCE OF 812.65 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 681,029.81 SQUARE FEET OR 15.63 ACRES, MORE OR LESS.

BASIS OF BEARING IS THE EAST LINE OF THE NE¼ OF SECTION 12, T17N, R13E AS NORTH 00°06'26" EAST.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"; AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "THE BUNGALOWS III AT WILLOW CREEK", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER "THE BUNGALOWS II AT WILLOW CREEK" OR THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

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

B. UNDERGROUND SERVICE

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

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

- LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR RESPECTIVE LOTS AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.
- 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 LOT OWNERS AGREE TO BE BOUND HEREBY.

D. GAS SERVICE

- LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF GAS FACILITIES LOCATED ON THEIR RESPECTIVE LOTS.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A GAS MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH A GAS MAIN SHALL BE PROHIBITED.
- THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF GAS MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.
- THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES.
- UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

E. OVERLAND DRAINAGE AND STORMWATER DETENTION EASEMENT

- THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE 'A' (HEREINAFTER REFERRED TO AS THE "OVERLAND DRAINAGE EASEMENT AREAS") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE IN ACCORDANCE WITH

STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

- DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
 - THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
 - IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.
 - IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BIXBY, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL NOT EXCEED 1/11TH OF THE COSTS.
 - A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.
- SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, DRAINAGE AREAS OF HIGHER ELEVATION, AND PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND/OR SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

H. FENCING AND LANDSCAPING EASEMENT

THE OWNER/DEVELOPER HEREIN RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III A PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE BOUNDARIES OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE PLAT AS "FENCE AND LANDSCAPE EASEMENT" OR "FLE".

I. RESERVE AREA 'A'

THE USE OF RESERVE AREA 'A' SHALL BE LIMITED TO USE AS AN OVERLAND DRAINAGE EASEMENT AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, WILLOW CREEK WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 78) AS PROVIDED WITHIN THE PROVISIONS OF THE BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS (PUDS), AND

WHEREAS, PUD NO. 78 WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON MAY 2, 2013 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, ON MAY 13, 2013 THE IMPLEMENTING ORDINANCE NO. 2120 & 272 BEING ADOPTED AND PUBLISHED ON SEPTEMBER 23, 2013, 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, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

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

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

A. DEVELOPMENT IN ACCORDANCE WITH PUD

THE BUNGALOWS III AT WILLOW CREEK SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 78 APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 78 AS MAY BE SUBSEQUENTLY APPROVED.

B. APPLICABLE ORDINANCE

THE DEVELOPMENT OF THE BUNGALOWS III WILLOW CREEK SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE, AS SUCH PROVISIONS EXISTED ON MAY 13, 2013.

C. USE

ALL USES ALLOWED BY RIGHT IN THE RS-3 ZONING DISTRICT AND SPECIFICALLY SINGLE-FAMILY RESIDENTIAL HOMES. ADDITIONALLY, ONE (1) USE UNIT 5 "NEIGHBORHOOD SWIMMING POOL AND/OR CLUBHOUSE" IS ALLOWED ON A LOT OR LOTS AS DETERMINED BY THE DEVELOPER/OWNER OF WILLOW CREEK. THE FACILITY SHALL BE SUBJECT TO A SITE PLAN AND, UPON COMPLETION OF CONSTRUCTION PURSUANT TO AN APPROVED BUILDING PERMIT, THE APPROVAL OF USE OF THE SINGULAR FACILITY SHALL ATTACH ONLY TO THE LOT OR LOTS ON WHICH THE BUILDING PERMIT WAS ISSUED.

D. DEVELOPMENT STANDARDS

DEVELOPMENT AREA – SINGLE FAMILY LOTS

PERMITTED USES SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.

MINIMUM LOT WIDTH: 60 FEET, MEASURED AS THE AVERAGE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES.

MINIMUM HOME SQUARE FOOTAGE: 1500

MASONRY REQUIREMENT: HOME EXTERIOR SHALL BE 50% MASONRY UP TO THE FIRST FLOOR PLATE LINE.

OTHER DIMENSIONAL STANDARDS AS SET FORTH WITHIN AN RS-3 DISTRICT

SIDEWALKS:
SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS ALONG PERIMETER AND INTERNAL STREETS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER.

SIGNS AND LANDSCAPING:
IDENTIFICATION SIGNAGE, IF TO BE INSTALLED FOR THIS DEVELOPMENT, SHALL COMPLY WITH BIXBY ZONING CODE SECTION 11-7B-3.B.4.B. LANDSCAPING OF RESERVES AND OPEN SPACES, IF ANY, SHALL MEET THE CITY OF BIXBY REQUIREMENTS.

E. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

THE APPROVED FINAL PLAT OF THE SUBDIVISION SHALL CONSTITUTE THE DETAILED SITE PLAN REQUIRED BY THE BIXBY ZONING CODE. THE DEVELOPMENT AND USE OF THE BUNGALOWS II AT WILLOW CREEK SHALL BE IN COMPLIANCE WITH THE APPROVED BUILDING PLANS AND SIGN PLANS, AS MAY BE LATER APPROVED BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSOR.

F. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION II., THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE BIXBY ZONING CODE AS THE SAME EXISTED ON MAY 13, 2013.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE BUNGALOWS II AT WILLOW CREEK (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE STORM WATER DETENTION FACILITIES AND RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE BUNGALOWS II AT WILLOW CREEK.

B. MEMBERSHIP

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

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS, ALL AS MORE PARTICULARLY PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BUNGALOWS II AT WILLOW CREEK AND THE BYLAWS OF THE ASSOCIATION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

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

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN TWENTY (20) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION, AND SHALL AUTOMATICALLY RENEW OR EXTEND THEREAFTER, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS CONTAINED WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING THE COVENANTS CONTAINED WITHIN SECTION II, SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD NO. 78 BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III, 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 OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

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, WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2021.

WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
PETE KOURTIS, MANAGER

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2021, PERSONALLY APPEARED PETE KOURTIS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS MANAGER OF WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

MY COMMISSION NUMBER IS:

CERTIFICATE OF SURVEY

I, ANDY FRITZ, 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "THE BUNGALOWS III AT WILLOW CREEK", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO.1694

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 21ST DAY OF DECEMBER, 2020, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2022

MY COMMISSION NUMBER: 14005589



Boundary Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
BC1	84.33'	425.00'	11°22'08"	N 31°00'14" W	84.19'
BC2	121.00'	530.00'	13°04'51"	S 14°58'30" E	120.74'
BC3	37.01'	25.00'	84°49'52"	S 50°51'01" E	33.73'
BC4	37.81'	25.00'	86°38'59"	S 43°24'33" W	34.31'
BC5	71.88'	195.00'	21°07'09"	S 10°28'31" E	71.47'
BC6	118.96'	970.00'	7°01'36"	N 75°11'24" E	118.96'
BC7	13.39'	312.00'	2°27'35"	N 72°54'23" E	13.39'
BC8	32.35'	25.00'	74°08'12"	N 37°04'05" E	30.14'
BC9	39.27'	25.00'	90°00'00"	S 45°00'01" E	35.36'
BC10	54.91'	35.00'	89°53'33"	N 45°03'13" E	49.45'

Boundary Line Table

LINE	BEARING	DISTANCE
BL1	N 89°53'34" E	50.00'
BL2	S 25°49'54" E	59.46'
BL3	S 22°44'17" E	54.16'
BL4	S 03°35'12" E	50.00'
BL5	S 00°05'03" W	26.97'
BL6	N 00°00'01" W	12.83'
BL7	N 89°59'59" E	50.00'

Legend

B/L -- BUILDING SETBACK LINE
POB -- POINT OF BEGINNING
L.N.A. -- LIMITS OF NO ACCESS
MA/E -- MUTUAL ACCESS EASEMENT
U/E -- UTILITY EASEMENT
10000 -- STREET ADDRESS

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA BEING A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

Planned Unit Development No. 78

The Bungalows III at Willow Creek

Owner / Developer

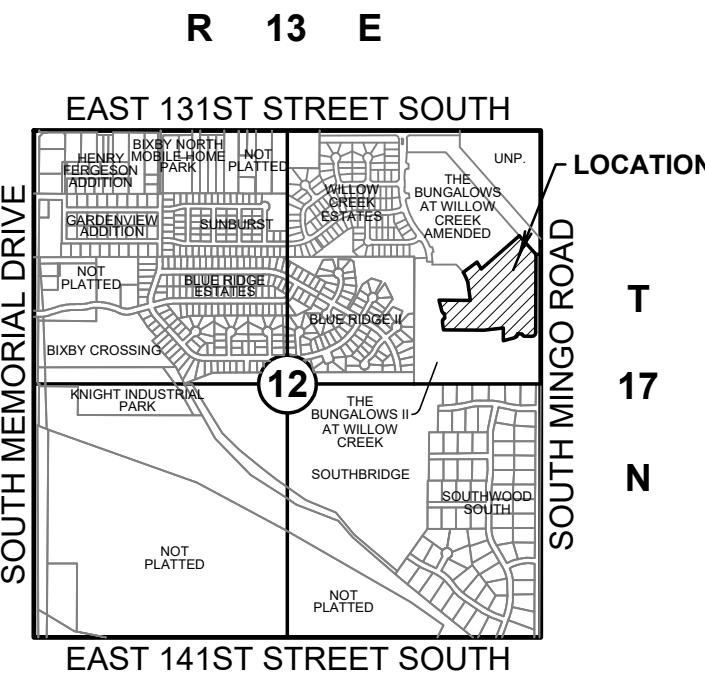
WILLOW CREEK DEVELOPMENT, LLC
12150 EAST 96TH STREET NORTH, STE 200
OWASSO, OKLAHOMA 74005
PHONE: (918) 274-0406
MR. PETE KOURTIS

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2022

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2022

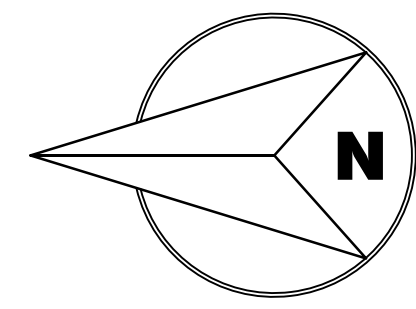


Location Map

SCALE: 1"=200'

Subdivision Statistics

SUBDIVISION CONTAINS FIFTY-SIX (56) LOTS
IN THREE (3) BLOCKS AND ONE (1) RESERVE AREA
GROSS SUBDIVISION AREA: 681,029.81 SF OR 15.63 ACRES



Scale: 1" = 100'



Notes

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

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BIXBY, OKLAHOMA.

DRAFT FINAL
COUNTY TREASURER STAMP
PLAT #1

11/17/2021 - ADDED 5/5 SIDYARD EASEMENTS (PSO)
11/29/2021 - ADDED FEMA FLOODPLAIN & RESERVE 'A'

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 _____, 2021.

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 December 14, 2020.

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

Planned Unit Development No. 78
The Bungalows III at Willow Creek
Sheet 1 of 2

DATE PREPARED: 11/29/2021

NORTHEAST CORNER OF THE
NORTHEAST QUARTER
SECTION 12, T-17-N, R-13-E

Basis of Bearings

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12, T-17-N, R-13-E AS NORTH 00°06'26" EAST.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5648" AT ALL CORNERS.

Benchmark (BA 11)

3" ALUMINUM CAP FLUSH SET IN CONCRETE STAMPED "BA 11" - SET WEST OF 131ST STREET AND GARNETT ROAD. ELEVATION = 632.43' (NAVD 1988)

South Mingo Road

Point of Beginning

Point of Commencement
SOUTHEAST CORNER OF THE
NORTHEAST QUARTER
SECTION 12, T-17-N, R-13-E

Limits of FEMA
100YR Floodplain (Zone AE)
PER LOMR CASE NO. 19-06-2128P
DATED MARCH 17, 2020

Limits of FEMA 100YR
Floodplain (Zone AE)
MAP NO. 40143C0451L
DATED OCTOBER 16, 2012

Limits of FEMA 100YR
Floodplain (Zone AE)
MAP NO. 40143C0451L
DATED OCTOBER 16, 2012

East 131st Street South

Windrush

Willow Creek Estates
Reserve 'B'
Drainage Detention & Utility Easement

The Bungalows
at Willow Creek
Amended

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	21.03'	25.00'	48°11'22.87"	S 72°41'56" W	20.41'
C2	21.03'	25.00'	48°11'22.87"	N 24°30'33" E	20.41'
C3	241.19'	50.00'	276°22'45.73"	N 41°23'46" W	66.67'
C4	38.74'	25.00'	88°47'37.26"	S 04°12'26" W	34.98'
C5	39.94'	25.00'	91°31'41.05"	N 85°37'55" W	35.82'
C6	51.81'	125.00'	23°45'00.52"	N 60°28'45" E	51.44'
C7	41.31'	25.00'	94°40'41.92"	S 60°18'24" E	36.77'
C8	91.62'	425.00'	12°21'07.39"	N 19°08'37" W	91.45'
C9	37.21'	25.00'	85°16'21.67"	S 33°47'58" W	33.87'
C10	85.01'	175.00'	27°49'54.07"	N 62°31'11" E	84.17'
C11	87.62'	1975.00'	2°32'30.66"	N 07°33'58" W	87.61'
C12	86.47'	2025.00'	2°26'47.96"	N 07°36'49" W	86.47'
C13	234.67'	450.00'	29°52'46.58"	N 25°15'00" W	232.02'
C14	206.35'	400.00'	29°33'28.27"	N 25°05'21" W	204.07'
C15	182.29'	375.00'	27°51'05.52"	N 22°45'46" W	180.50'
C16	80.97'	450.00'	10°18'35.68"	N 05°09'19" W	80.86'
C17	71.98'	400.00'	10°18'35.68"	N 05°09'19" W	71.88'
C18	143.70'	50.00'	164°40'14.64"	N 39°42'31" E	99.11'
C19	15.81'	25.00'	36°14'10.89"	S 24°30'31" E	15.55'
C20	39.91'	25.00'	91°28'09.42"	N 39°26'22" E	35.81'
C21	16.09'	25.00'	36°52'11.63"	N 76°23'27" W	15.81'
C22	166.34'	1975.00'	4°49'32.52"	N 87°35'13" E	166.29'
C23	170.55'	2025.00'	4°49'32.52"	N 87°35'13" E	170.50'
C24	58.42'	1025.00'	3°15'56.34"	S 88°22'01" W	58.41'
C25	55.57'	975.00'	3°15'56.34"	S 88°22'01" W	55.56'

Line Table

LINE	BEARING	DISTANCE
L1	S 10°18'36" E	150.37'
L2	N 10°18'36" W	150.37'
L3	S 48°36'14" W	113.05'
L4	S 08°50'13" E	145.83'
L5	N 08°50'13" W	213.91'
L6	S 48°36'14" W	81.37'
L7	N 48°36'14" E	294.45'
L8	S 00°00'01" E	219.92'
L9	N 00°00'01" W	219.92'
L10	N 85°10'27" E	23.56'
L11	S 85°10'27" W	19.17'
L12	N 86°44'03" E	22.10'
L13	S 86°44'03" W	21.82'
L14	N 89°59'59" E	116.88'
L15	S 89°59'59" W	116.88'

Blue Ridge II
Lot 34, Block 3
ACCESS EASEMENT
(DOC # 2015064487)

Limits of FEMA
100YR Floodplain (Zone AE)
PER LOMR CASE NO. 19-06-2128P
DATED MARCH 17, 2020

S. 91st E. Ave.

THE BUNGALOWS III AT WILLOW CREEK
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER TOGETHER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER OF SECTION TWELVE (12), 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 00°06'26" EAST ALONG THE EAST LINE OF THE NE¼ A DISTANCE OF 1342.84 FEET; THENCE NORTH 89°53'54" WEST 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41°23'36" WEST ALONG THE WEST LINE OF RESERVE "B" OF WILLOW CREEK ESTATES, FILED AS PLAT NO. 6625, A DISTANCE OF 289.51 FEET TO THE SOUTHERLY LINE OF THE BUNGALOWS AT WILLOW CREEK AMENDED, FILED AS PLAT NO. 6815; THENCE ALONG SAID SOUTHERLY LINE SOUTH 48°36'15" WEST 538.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 84.33 FEET, A CHORD BEARING OF NORTH 31°00'14" WEST AND A CHORD LENGTH OF 84.19 FEET; THENCE SOUTH 53°18'42" WEST 176.62 FEET; THENCE SOUTH 25°49'54" EAST 59.46 FEET; THENCE SOUTH 22°44'17" EAST 54.16 FEET; THENCE SOUTH 08°50'13" EAST 189.42 FEET; THENCE SOUTH 89°59'59" WEST 327.23 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 121.00 FEET; A CHORD BEARING OF SOUTH 14°58'30" EAST AND A CHORD LENGTH OF 120.74 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 37.01 FEET, A CHORD BEARING OF SOUTH 50°51'01" EAST AND A CHORD LENGTH OF 33.73 FEET; THENCE SOUTH 03°35'12" EAST 50.00 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 37.81 FEET, A CHORD BEARING OF SOUTH 43°24'33" WEST AND A CHORD LENGTH OF 34.31 FEET; THENCE SOUTH 00°05'03" WEST 26.97 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 195.00 FEET, AN ARC LENGTH OF 71.88 FEET, A CHORD BEARING OF SOUTH 10°28'31" EAST AND A CHORD LENGTH OF 71.47 FEET; THENCE NORTH 89°59'59" EAST 421.17 FEET; THENCE NORTH 83°12'08" EAST 200.95 FEET; THENCE SOUTH 00°00'01" EAST 130.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, AN ARC LENGTH OF 118.96 FEET, A CHORD BEARING OF NORTH 75°11'24" EAST AND A CHORD LENGTH OF 118.88 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 312.00 FEET, AN ARC LENGTH OF 13.39 FEET, A CHORD BEARING OF NORTH 72°54'23" EAST AND A CHORD LENGTH OF 13.39 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 32.35 FEET; A CHORD BEARING OF NORTH 37°04'05" EAST AND A CHORD LENGTH OF 30.14 FEET; THENCE NORTH 00°00'01" WEST 12.83 FEET; THENCE NORTH 89°59'59" EAST 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, A CHORD BEARING OF SOUTH 45°00'01" EAST AND A CHORD LENGTH OF 35.36 FEET; THENCE NORTH 89°59'59" EAST 90.08 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 54.91 FEET, A CHORD BEARING OF NORTH 45°03'13" EAST AND A CHORD LENGTH OF 49.45 FEET; THENCE NORTH 00°06'26" EAST AND PARALLEL TO THE EAST LINE OF THE NE¼ A DISTANCE OF 812.65 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 681,029.81 SQUARE FEET OR 15.63 ACRES, MORE OR LESS.

BASIS OF BEARING IS THE EAST LINE OF THE NE¼ OF SECTION 12, T17N, R13E AS NORTH 00°06'26" EAST.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"; AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "THE BUNGALOWS III AT WILLOW CREEK"; A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER "THE BUNGALOWS II AT WILLOW CREEK" OR THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" 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 RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

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

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

- LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR RESPECTIVE LOTS AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.
- 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 LOT OWNERS AGREE TO BE BOUND HEREBY.

D. GAS SERVICE

- LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF GAS FACILITIES LOCATED ON THEIR RESPECTIVE LOTS.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A GAS MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH A GAS MAIN SHALL BE PROHIBITED.
- THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF GAS MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.
- THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES.
- UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

E. OVERLAND DRAINAGE AND STORMWATER DETENTION EASEMENT

- THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE 'A' (HEREINAFTER REFERRED TO AS THE "OVERLAND DRAINAGE EASEMENT AREAS") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE IN ACCORDANCE WITH

STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

- DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
 - THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
 - IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.
 - IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BIXBY, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL NOT EXCEED 1/11TH OF THE COSTS.
 - A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

F. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, DRAINAGE AREAS OF HIGHER ELEVATION, AND PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND/OR SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

H. FENCING AND LANDSCAPING EASEMENT

THE OWNER/DEVELOPER HEREIN RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III A PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE BOUNDARIES OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE PLAT AS "FENCE AND LANDSCAPE EASEMENT" OR "FLE".

I. RESERVE AREA 'A'

THE USE OF RESERVE AREA 'A' SHALL BE LIMITED TO USE AS AN OVERLAND DRAINAGE EASEMENT AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, WILLOW CREEK WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 78) AS PROVIDED WITHIN THE PROVISIONS OF THE BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS (PUDS), AND

WHEREAS, PUD NO. 78 WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON MAY 2, 2013 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, ON MAY 13, 2013 THE IMPLEMENTING ORDINANCE NO. 2120 & 272 BEING ADOPTED AND PUBLISHED ON SEPTEMBER 23, 2013, 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, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

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

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

A. DEVELOPMENT IN ACCORDANCE WITH PUD

THE BUNGALOWS III AT WILLOW CREEK SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 78 APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 78 AS MAY BE SUBSEQUENTLY APPROVED.

B. APPLICABLE ORDINANCE

THE DEVELOPMENT OF THE BUNGALOWS III WILLOW CREEK SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE, AS SUCH PROVISIONS EXISTED ON MAY 13, 2013.

C. USE

ALL USES ALLOWED BY RIGHT IN THE RS-3 ZONING DISTRICT AND SPECIFICALLY SINGLE-FAMILY RESIDENTIAL HOMES. ADDITIONALLY, ONE (1) USE UNIT 5 "NEIGHBORHOOD SWIMMING POOL AND/OR CLUBHOUSE" IS ALLOWED ON A LOT OR LOTS AS DETERMINED BY THE DEVELOPER/OWNER OF WILLOW CREEK. THE FACILITY SHALL BE SUBJECT TO A SITE PLAN AND, UPON COMPLETION OF CONSTRUCTION PURSUANT TO AN APPROVED BUILDING PERMIT, THE APPROVAL OF USE OF THE SINGULAR FACILITY SHALL ATTACH ONLY TO THE LOT OR LOTS ON WHICH THE BUILDING PERMIT WAS ISSUED.

D. DEVELOPMENT STANDARDS

DEVELOPMENT AREA – SINGLE FAMILY LOTS

PERMITTED USES SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.

MINIMUM LOT WIDTH: 60 FEET, MEASURED AS THE AVERAGE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES.

MINIMUM HOME SQUARE FOOTAGE: 1500

MASONRY REQUIREMENT: HOME EXTERIOR SHALL BE 50% MASONRY UP TO THE FIRST FLOOR PLATE LINE.

OTHER DIMENSIONAL STANDARDS AS SET FORTH WITHIN AN RS-3 DISTRICT

SIDEWALKS:
SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS ALONG PERIMETER AND INTERNAL STREETS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER.

SIGNS AND LANDSCAPING:
IDENTIFICATION SIGNAGE, IF TO BE INSTALLED FOR THIS DEVELOPMENT, SHALL COMPLY WITH BIXBY ZONING CODE SECTION 11-7B-3.B.4.B. LANDSCAPING OF RESERVES AND OPEN SPACES, IF ANY, SHALL MEET THE CITY OF BIXBY REQUIREMENTS.

E. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

THE APPROVED FINAL PLAT OF THE SUBDIVISION SHALL CONSTITUTE THE DETAILED SITE PLAN REQUIRED BY THE BIXBY ZONING CODE. THE DEVELOPMENT AND USE OF THE BUNGALOWS II AT WILLOW CREEK SHALL BE IN COMPLIANCE WITH THE APPROVED BUILDING PLANS AND SIGN PLANS, AS MAY BE LATER APPROVED BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSOR.

F. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION II., THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE BIXBY ZONING CODE AS THE SAME EXISTED ON MAY 13, 2013.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE BUNGALOWS II AT WILLOW CREEK (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE STORM WATER DETENTION FACILITIES AND RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE BUNGALOWS II AT WILLOW CREEK.

B. MEMBERSHIP

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

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS, ALL AS MORE PARTICULARLY PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BUNGALOWS II AT WILLOW CREEK AND THE BYLAWS OF THE ASSOCIATION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

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

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN TWENTY (20) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION, AND SHALL AUTOMATICALLY RENEW OR EXTEND THEREAFTER, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS CONTAINED WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING THE COVENANTS CONTAINED WITHIN SECTION II, SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD NO. 78 BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III, 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 OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

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, WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2021.

WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____

PETE KOURTIS, MANAGER

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2021, PERSONALLY APPEARED PETE KOURTIS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS MANAGER OF WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

MY COMMISSION NUMBER IS:

CERTIFICATE OF SURVEY

I, ANDY FRITZ, 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "THE BUNGALOWS III AT WILLOW CREEK", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO.1694

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 21ST DAY OF DECEMBER, 2020, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2022

MY COMMISSION NUMBER: 14005589





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

STAFF COMMENTARY

To: City of Bixby, City Council
From: Carolyn Back, Development Services Director/City Planner
Date: Monday, January 24, 2022
RE: Whitehawk Conference Center and Clubhouse
Preliminary and Final Plats (BXPT-21.18)
Location: 14515 S Yale Avenue, Bixby, Oklahoma 74008
Applicant: Select Design – Ryan McCarty

STAFF REVIEW

Project Overview per Plat:

Development Area C	
# of Acres	7.36 (+/-)
	N/A
	N/A
Max Bldg Floor Area	20,000 SF
Max Bldg Height	25 ft*
*up to 35 ft for unoccupied architectural elements, subject to Detailed Site Plan Approval.	
	N/A

Previous Council Approvals:

10.18.2021 Site Plan Approval – Whitehawk Conference Center
07.2018 Planned Unit Development - Major Amendment Whitehawk II PUD-3-B

Recent Planning Commission Recommendation for Approval:

01.18.22 Preliminary and Final Plats

Staff Comments:

1. Staff recommends approval of Whitehawk Convention Center and Clubhouse Preliminary and Final Plats.



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

Staff Report

To: City of Bixby, Planning Commission

From: Carolyn Back, Development Services Director/City Planner

Date: Tuesday, January 18, 2022

Name: White Hawk Conference Center and Clubhouse (BXPT-21.18)

RE: Preliminary and Final Plat
Platting required per PUD-3-B (Development Areas B and C)

Location: 14515 S Yale Avenue, Bixby, Oklahoma 74008

STR: Section 15, Township 17N, Range 13E

Applicant: Ryan McCarty – Select Design

Staff Review

Project Overview per Plat:

Development Area B		Development Area C	
# of Acres	18.45 (+/-)	# of Acres	7.36 (+/-)
Min Lot Area	7,700 SF	N/A	
Min Lot Width (refer to PUD for cul-de-sac lots)	55 ft	N/A	
Livability Space Per Dwelling Unit	2,500SF	Max Bldg Floor Area	20,000 SF
Minimum Size of Dwelling Unit	1,600 SF	Max Bldg Height 25 ft* *up to 35 ft for unoccupied architectural elements, subject to Detailed Site Plan Approval.	
Max Bldg Height	40 ft		
Max # of Lots	40	N/A	

Utilities/Site Area:

The commercial development will be served by City of Bixby: Water, Sanitary Sewer, and Storm Sewer. All franchise utility providers were notified through a Technical Advisory Committee meeting.

Phasing:

All of Area C per the PUD-3-B.

All Areas as shown in Dev Area B, are subject to future platting requirements.

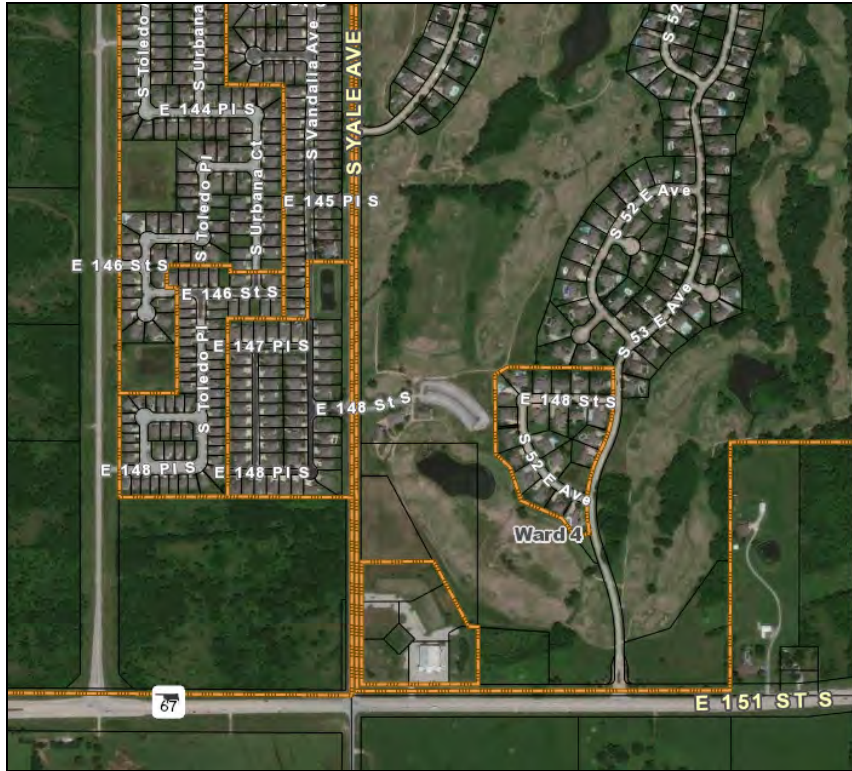


Figure 1: City of Bixby Zoning Map

Public Comments:

Homeowners Association requested Public Records, to include boundaries of the PUD.

Staff Comments:

1. Staff supports Planning Commission recommendation for approval of *White Hawk Conference Center and Clubhouse* Preliminary and Final Plats.

ATTACHMENTS:

Attachment 1: Preliminary and Final Plats

White Hawk Conference Center and Clubhouse dated 11.18.2021

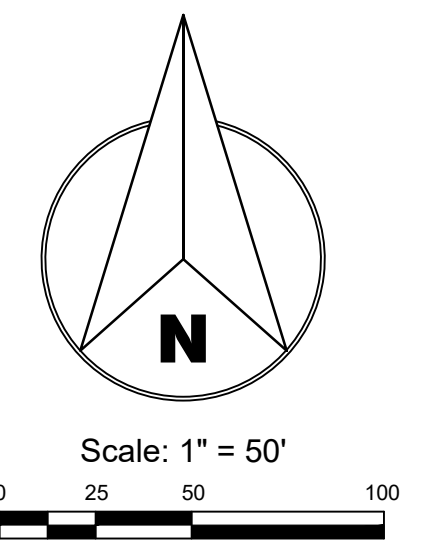
Attachment 2: PUD-3-B Whitehawk II 07.2018

VENUE VENTURES, LLC
4512 EAST 51ST STREET, SUITE 100
TULSA, OK 74135
PHONE: 918-605-5600
MR. KEVIN JORDAN

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
EMAIL: ahale@engineeredbydesign.p
C.A. # 7655 EXPIRES 6-30-2022

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2022

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY STATE OF OKLAHOMA, BEING A PART OF RESERVE A, CELEBRITY COUNTRY, A RE-SUBDIVISION OF BLOCK 2, SITRIN CENTER ADDITION, AN ADDITION TO THE CITY OF BIXBY, ACCORDING TO THE RECORDED PLAT THEREOF.



BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE
COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983
(NAD83).

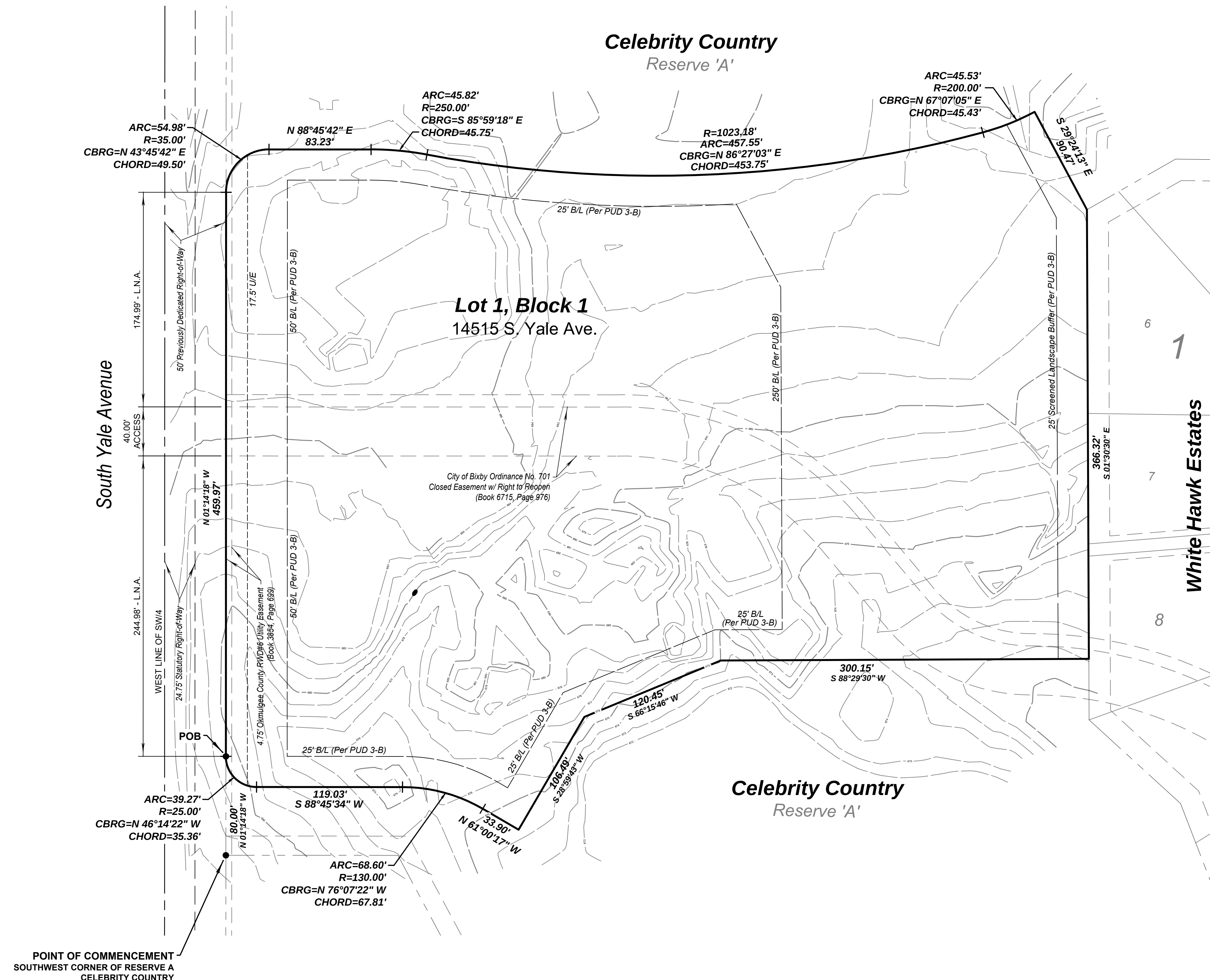
ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848".

B/L -- BUILDING SETBACK LINE
POB -- POINT OF BEGINNING
U/E -- UTILITY EASEMENT

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

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BIXBY, OKLAHOMA.

SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK
GROSS SUBDIVISION AREA: 320,532.0 SF OR 7.36 AC.



STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

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 _____, 2022.

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY

**PRELIMINARY
PLAT**

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

WHITE HAWK CONFERENCE CENTER & CLUBHOUSE
Planned Unit Development No. 3-B

KNOW ALL MEN BY THESE PRESENTS:

VENUE 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 RESERVE A, CELEBRITY COUNTRY, A RE-SUBDIVISION OF BLOCK 2, SITRIN CENTER ADDITION, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID RESERVE A, CELEBRITY COUNTRY; THENCE NORTH 01°14'18" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°14'18" WEST 459.97 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 54.98 FEET, A CHORD BEARING OF NORTH 43°45'42" EAST AND A CHORD LENGTH OF 49.50 FEET; THENCE NORTH 88°45'42" EAST 83.23 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 45.82 FEET, A CHORD BEARING OF SOUTH 85°59'18" EAST AND A CHORD LENGTH OF 45.75 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1023.18 FEET, AN ARC LENGTH OF 457.55 FEET, A CHORD BEARING OF NORTH 86°27'03" EAST AND A CHORD LENGTH OF 453.75 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 45.53 FEET, A CHORD BEARING OF NORTH 67°07'05" EAST AND A CHORD LENGTH OF 45.43 FEET; THENCE SOUTH 29°24'13" EAST 90.47 FEET TO A POINT ON THE WEST LINE OF BLOCK ONE (1), WHITE HAWK ESTATES, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 01°30'30" EAST ALONG SAID WEST LINE A DISTANCE OF 366.32 FEET; THENCE SOUTH 88°29'30" WEST 300.15 FEET; THENCE SOUTH 66°15'46" WEST 120.45 FEET; THENCE SOUTH 28°59'43" WEST 106.49 FEET; THENCE NORTH 61°00'17" WEST 33.90 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 68.60 FEET, A CHORD BEARING OF NORTH 76°07'22" WEST AND A CHORD LENGTH OF 67.81 FEET; THENCE SOUTH 88°45'34" WEST 119.03 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, A CHORD BEARING OF NORTH 46°14'22" WEST AND A CHORD LENGTH OF 35.36 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 320,532.0 SQ. FEET OR 7.36 ACRES.

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT AND 1 BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "WHITE HAWK CONFERENCE CENTER & CLUBHOUSE", 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 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, ERECTED, 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 ITS 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 COVENANTS 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 PROPERTY OWNERS' ASSOCIATION.

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. 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.

D. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WHITE HAWK CONFERENCE CENTER & CLUBHOUSE 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, WHITE HAWK CONFERENCE CENTER & CLUBHOUSE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 3-B) AS PROVIDED WITHIN THE PROVISIONS OF THE BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS, AND

WHEREAS, PUD 3-B WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON _____ AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, STATE OF OKLAHOMA, ON _____, THE IMPLEMENTING ORDINANCE NO. XXXX BEING ADOPTED AND PUBLISHED ON _____, 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. 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 LOT OWNER OF WHITE HAWK CONFERENCE CENTER & CLUBHOUSE AND THE CITY OF BIXBY AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

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.

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:

VENUE VENTURES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2021.

VENUE VENTURES, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
KEVIN JORDAN, MANAGING MEMBER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS ____ DAY OF _____, 2021, PERSONALLY APPEARED KEVIN JORDAN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGING MEMBER, 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 LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

S. ASHLEY MCCARTY
MY COMMISSION EXPIRES: 8/13/2022
MY COMMISSION NUMBER: 18008059



CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, 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 "WHITE HAWK CONFERENCE CENTER & CLUBHOUSE", 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.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)



BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS ____ DAY OF _____, 2021, PERSONALLY APPEARED ANDY FRITZ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, 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 LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

JENNIFER FRITZ
MY COMMISSION EXPIRES: 6/23/2022
MY COMMISSION NUMBER: 14005589



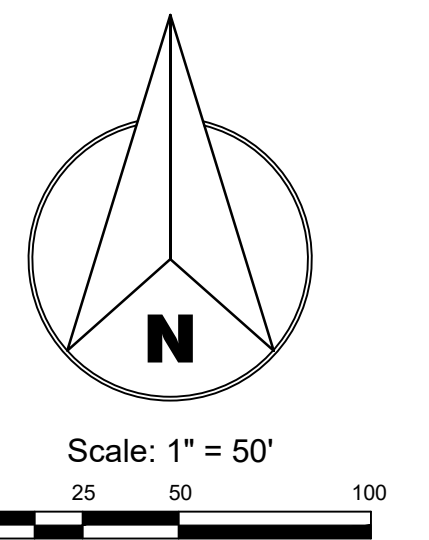
PRELIMINARY
PLAT

VENUE VENTURES, LLC
4512 EAST 51ST STREET, SUITE 100
TULSA, OK 74135
PHONE: 918-605-5600
MR. KEVIN JORDAN

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
EMAIL: ahale@engineeredbydesign.pr
C.A. # 7655 EXPIRES 6-30-2022

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2022

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY STATE OF OKLAHOMA, BEING A PART OF RESERVE A, CELEBRITY COUNTRY, A RE-SUBDIVISION OF BLOCK 2, SITRIN CENTER ADDITION, AN ADDITION TO THE CITY OF BIXBY, ACCORDING TO THE RECORDED PLAT THEREOF.



BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE
COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983
(NAD83).

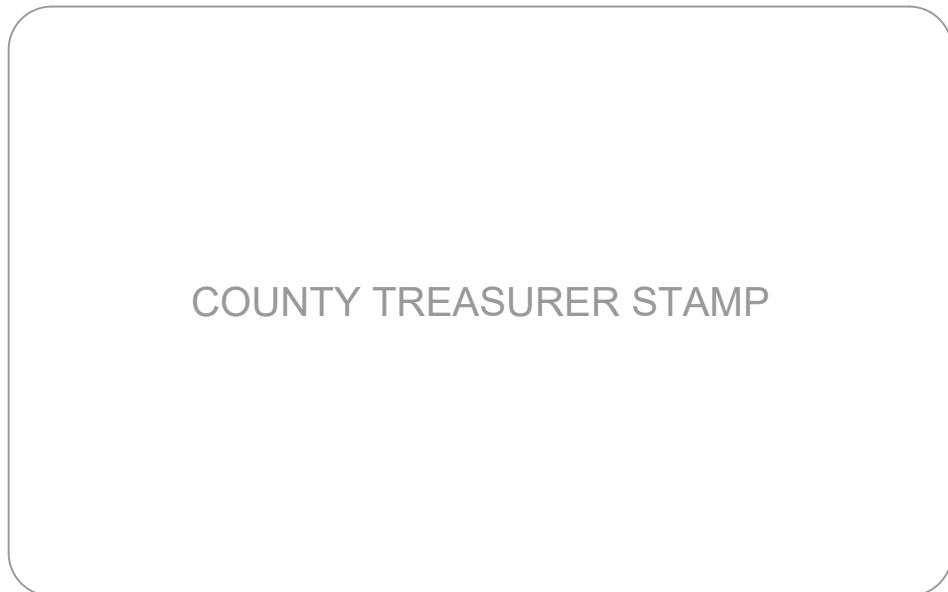
ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848".

B/L -- BUILDING SETBACK LINE
POB -- POINT OF BEGINNING
U/E -- UTILITY EASEMENT

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

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF BIXBY, OKLAHOMA.

SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK
GROSS SUBDIVISION AREA: 320,532.0 SF OR 7.36 AC.



STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

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 _____, 2022.

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY _____

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

on _____

MAYOR - VICE MAYOR

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

CITY MANAGER - CITY CLERK

**DRAFT FINAL
PLAT #1**

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

WHITE HAWK CONFERENCE CENTER & CLUBHOUSE
Planned Unit Development No. 3-B

KNOW ALL MEN BY THESE PRESENTS:

VENUE 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 RESERVE A, CELEBRITY COUNTRY, A RE-SUBDIVISION OF BLOCK 2, SITRIN CENTER ADDITION, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID RESERVE A, CELEBRITY COUNTRY; THENCE NORTH 01°14'18" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°14'18" WEST 459.97 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 54.98 FEET, A CHORD BEARING OF NORTH 43°45'42" EAST AND A CHORD LENGTH OF 49.50 FEET; THENCE NORTH 88°45'42" EAST 83.23 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 45.82 FEET, A CHORD BEARING OF SOUTH 85°59'18" EAST AND A CHORD LENGTH OF 45.75 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1023.18 FEET, AN ARC LENGTH OF 457.55 FEET, A CHORD BEARING OF NORTH 86°27'03" EAST AND A CHORD LENGTH OF 453.75 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 45.53 FEET, A CHORD BEARING OF NORTH 67°07'05" EAST AND A CHORD LENGTH OF 45.43 FEET; THENCE SOUTH 29°24'13" EAST 90.47 FEET TO A POINT ON THE WEST LINE OF BLOCK ONE (1), WHITE HAWK ESTATES, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 01°30'30" EAST ALONG SAID WEST LINE A DISTANCE OF 366.32 FEET; THENCE SOUTH 88°29'30" WEST 300.15 FEET; THENCE SOUTH 66°15'46" WEST 120.45 FEET; THENCE SOUTH 28°59'43" WEST 106.49 FEET; THENCE NORTH 61°00'17" WEST 33.90 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 68.60 FEET, A CHORD BEARING OF NORTH 76°07'22" WEST AND A CHORD LENGTH OF 67.81 FEET; THENCE SOUTH 88°45'34" WEST 119.03 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, A CHORD BEARING OF NORTH 46°14'22" WEST AND A CHORD LENGTH OF 35.36 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 320,532.0 SQ. FEET OR 7.36 ACRES.

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT AND 1 BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "WHITE HAWK CONFERENCE CENTER & CLUBHOUSE", 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 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, ERECTED, 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 COVENANTS 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 IT'S 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 IT'S 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 PROPERTY OWNERS' ASSOCIATION.

6. THE FOREGOING COVENANTS CONCERNING THE WATER LINE AND SANITARY SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY, OR IT'S SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. 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.

D. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WHITE HAWK CONFERENCE CENTER & CLUBHOUSE 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, WHITE HAWK CONFERENCE CENTER & CLUBHOUSE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 3-B) AS PROVIDED WITHIN THE PROVISIONS OF THE BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS, AND

WHEREAS, PUD 3-B WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON _____ AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, STATE OF OKLAHOMA, ON _____, THE IMPLEMENTING ORDINANCE NO. XXXX BEING ADOPTED AND PUBLISHED ON _____, 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. 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 LOT OWNER OF WHITE HAWK CONFERENCE CENTER & CLUBHOUSE AND THE CITY OF BIXBY AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

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.

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:

VENUE VENTURES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2021.

VENUE VENTURES, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
KEVIN JORDAN, MANAGING MEMBER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS ____ DAY OF _____, 2021, PERSONALLY APPEARED KEVIN JORDAN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGING MEMBER, 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 LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

S. ASHLEY MCCARTY
MY COMMISSION EXPIRES: 8/13/2022
MY COMMISSION NUMBER: 18008059



CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, 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 "WHITE HAWK CONFERENCE CENTER & CLUBHOUSE", 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.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)



BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS ____ DAY OF _____, 2021, PERSONALLY APPEARED ANDY FRITZ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, 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 LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

JENNIFER FRITZ
MY COMMISSION EXPIRES: 6/23/2022
MY COMMISSION NUMBER: 14005589



DRAFT FINAL
PLAT #1

WHITEHAWK II

Planned Unit Development No. 3-B

(“Major Amendment”)



July 2018

**WHITEHAWK II
PLANNED UNIT DEVELOPMENT NO. 3-B
("Major Amendment")**

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I. DEVELOPMENT CONCEPT

The remaining 164.74 acres¹ in Reserve Area "A", Celebrity Country, a resubdivision of Block 2 of Sitrin Center Addition, an addition to the City of Bixby, Tulsa County, State of Oklahoma, according to the recorded plat thereof (Reserve "A") has been planned as a Major Amendment to the "Celebrity Country" development concept approved in PUD No. 3 almost 35 years ago. See the Aerial Photograph of the Property attached hereto as Exhibit "A". The purpose of this Major Amendment is to permit the development of approximately 200 upscale single-family residential lots and 20,000 square feet of residentially-focused commercial development in place of the Whitehawk Golf Course and Club House facilities. See the Conceptual Site Plan of Whitehawk II attached hereto as Exhibit "B".

The focus of the Project is to create a master planned neighborhood in which one can truly live, work and play, all within a relaxed suburban environment. Indeed, no new residential lot is located closer than 60 feet from any existing lot.

This Project retains all of the existing pond system and provides extensive open space, greenbelts and gently flowing brooks between the existing development and the Project. The Project will also add additional ponds and, where possible, retain the large mature trees. Additionally, the Project will incorporate most of the existing cart paths, together with extensions thereof, into an extensive neighborhood trail system for the Project and the existing development. In all, the proposed trail system and new sidewalks will create approximately 7.7 miles of trails and walkways for everyone to enjoy. This sidewalk and trail system make the overall development a lot like master planned communities being developed around the country. While providing a unique recreational environment, the trail and sidewalks will make the commercial area accessible to all of the residents of the existing development and the Project by foot, bike or golf cart. Indeed, every lot in the existing development that presently has a rear and/or side lot line that is not shared with another house will have a greenbelt on its perimeter and will enjoy direct access to the trail system, views of greenbelts and, in some circumstances, a continuous water flow feature.

¹ Through the years small portions of Reserve "A" were, for reasons not known to the Applicant, conveyed away and became a part of certain lots in Celebrity Country Addition.

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The Project will include several additional ponds for storm water detention and beautification. Additionally, the substantial greenbelt, paths and water features for the Project will be more in proximity to the existing homes than to the new ones in the Project. These amenities, as well as the access to the commercial uses, will be fully available to the owners in the existing neighborhood in the same manner as they will be to the owners of the Project.

The current zoning of the Property is RS-3 – Residential Single-Family High Density District and RM-2 – Residential Multi-Family Medium Density District. The only zoning change for the Project will be to change 40,000 square feet of RS-3 to CS – Commercial Shopping in order to permit the original club house area to be redeveloped into 20,000 square feet of residential-centric commercial development.

To ensure the benefits of this commercial area for the existing development and the Project, all commercial buildings will be set back at least 250 feet from any existing lot in Celebrity Country Addition. Additionally, there will be no vehicular access from the commercial area into any of the residential areas within the existing development or the Project. Finally, through the use of building design and materials, landscaping and restrictions on uses and lighting, the commercial area will create a unique living and shopping environment for all of the Project's neighbors.

In order to further integrate the Project with the existing development, within Development Area "A" the lots will be developed with a minimum lot size of 9,000 square feet and 75 feet in width. Within Development Area "A", with the exception of openings and covered porches, building siding on the first floor (up to the top of the first floor plate line) will be at least seventy-five percent (75%) masonry or stone. The design standards and architectural requirements will be designed to blend with the homes in the existing development.

The remainder of the residential lots within Development Area "B" will wrap the existing commercial development at the northeast corner of South Yale Avenue and Highway 67 (West 151st Street South) to buffer the Project from the unrelated commercial property and its uses. This area will be developed with approximately 40 lots as a gated community of zero lot line, high-end homes on private streets. All of the style, color and materials of dwellings may vary, an individual dwelling shall have elevations consistent in style, color and materials as the dwelling on either side.

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With the exception of Development Area "C", the ponds and trail will be located within reserve areas and will be maintained by a property owners association made up of the property owners within the Project. Additionally, such property owners association shall maintain, at the expense of the owners of Development Area "B", the gated entry and private streets located within Development Area "B".

All of the property within the Project will be replatted in order to facilitate the development of the property in accordance with PUD 3-B.

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II. DEVELOPMENT STANDARDS:

Development Area "A"

LAND AREA:

Gross:	138.90 acres	6,050,484 SF
Net:	128.00 acres	5,575,680 SF

PERMITTED USES:

Uses permitted as a matter of right in the RS-2 Residential Single-Family Medium Density District, along with customary and accessory uses, including, but not limited to, detached accessory buildings, swimming pools, landscaped entry, landscaping, open space, green space, trails, ponds, storm water drainage and detention facilities, recreational facilities, utility easements, retaining walls and other structures and uses customarily accessory to the permitted uses.

MAXIMUM NUMBER OF LOTS: 161

MINIMUM LOT WIDTH: 75 FT*

*For lots running on a cul-de-sac, minimum lot width for the front property line shall be measured between the lot boundaries at the building setback line from the street.

MINIMUM LOT AREA: 9,000 SF

MINIMUM SIZE OF DWELLING UNIT 2,000 SF

MAXIMUM BUILDING HEIGHT: 35 FT

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MAXIMUM NUMBER OF STORIES: 2

LIVABILITY SPACE PER DWELLING UNIT: 5,000 SF

LAND AREA PER DWELLING UNIT: 10,875 SF

LOT AREA PER DWELLING UNIT: 9,000 SF

OFF-STREET PARKING:

Two (2) enclosed off-street parking spaces per dwelling unit and at least two (2) additional off-street parking spaces per dwelling unit.

MINIMUM YARD REQUIREMENTS:

From the property line abutting the residential street: 30 FT

From the side property line: 10 FT on one property side
5 FT on the other property side

From the rear property line: 25 FT

Detached accessory buildings shall comply with the minimum yard requirements for principal structures.

SIGNS:

One (1) entry identification sign shall be maintained with a maximum surface display area of 64 SF on each side of each entrance along South Yale Avenue and South 53rd East Avenue.

BUILDING MATERIALS:

The exterior walls of the first floor (up to the top of the first floor plate line) of a dwelling shall be of at least seventy-five percent (75%) masonry or stone; provided that the area of all windows, doors, other openings, and covered porches located on said exterior walls shall be excluded in the determination of the area of the exterior walls.

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Development Area "B"

LAND AREA:

Gross:	18.45 acres	803,682 SF
Net:	18.45 acres	803,682 SF

PERMITTED USES:

Uses permitted as a matter of right in the RS-2 Residential Single-Family Medium Density District, along with customary and accessory uses, including, but not limited to, detached accessory buildings, swimming pools, gated entry, landscaped entry, landscaping, open space, green space, trails, ponds, storm water drainage and detention facilities, recreational facilities, utility easements, retaining walls and other structures and uses customarily accessory to the permitted uses.

MAXIMUM NUMBER OF LOTS: 40

MINIMUM LOT WIDTH: 55 FT*

*For lots running on a cul-de-sac, minimum lot width for the front property line shall be measured between the lot boundaries at the building setback line from the street.

MINIMUM LOT AREA: 7,700 SF

MAXIMUM BUILDING HEIGHT: 40 FT

MINIMUM SIZE OF DWELLING UNIT: 1,600 SF

LIVABILITY SPACE PER DWELLING UNIT: 2,500 SF

LAND AREA PER DWELLING UNIT: 8,525 SF

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OFF-STREET PARKING:

Two (2) enclosed off-street parking spaces per dwelling unit and at least two (2) additional off-street parking spaces per dwelling unit.

MINIMUM YARD REQUIREMENTS:

From the property line abutting the private street:	20 FT
From the side property line:	10 FT on one property side 0 FT on the other property side
From the rear property line:	25 FT

Detached accessory buildings shall comply with the minimum yard requirements for principal structures.

SIGNS:

One (1) entry identification sign shall be maintained with a minimum surface display area of 64 SF on each side of the entrance on South 53rd East Avenue.

BUILDING MATERIALS:

Except for windows, doors, and other openings, the exterior walls of a dwelling shall be masonry, stone, stucco or hardy board or similar materials. All of the style, color and materials of dwellings may vary, an individual dwelling shall have elevations consistent in style, color and materials as the dwelling on either side.

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Development Area "C"

LAND AREA:

Gross:	7.36 acres	320,602 SF
Net:	7.36 acres	320,602 SF

PERMITTED USES:

Uses permitted by right or exception in the CS – Commercial Shopping District, limited to: Bakery, Retail Only, Barber Shop, Beauty Shop, Bicycle Shop, Book Store, Cafeteria, Candy Store, Caterer, Clothing And Accessories Store, Coffee Shop, Computer Repair, Conference Center for public or private events, Dairy Store, Decorating, Delicatessen, Dressmaking Shop, Dry Cleaning, Pick Up Only, Food Specialty Shop, Garden Supply Store, Gift, Novelty, Souvenir Shop, Grocery (other than supermarkets), Hardware Store, Health Food Store, Hobby Shop, Home Furnishings, Ice Cream Store, Interior Decorating With Retail Sales, Laundry, Pick Up Only, Liquor Store, Newsstand, Office (performing services to residential areas), Pharmacy, Private Club, Pro Shop, Restaurant (other than drive-in), Shoe Repair Shop, Spa / Massage Therapy, Stationery Store, Tailor Shop, Tobacco Store, provided no exterior storage shall be permitted.

MAXIMUM BUILDING FLOOR AREA: 20,000 SF

MAXIMUM BUILDING HEIGHT: 25 FT*

*Architectural Elements (elements extending above building roof line): Up to 35 FT for unoccupied architectural features shall be subject to Detail Site Plan approval.

OFF-STREET PARKING:

As permitted by the applicable Use Unit of the Bixby Zoning Code.

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MINIMUM BUILDING SETBACKS:

From the north boundary	25 FT
From the east boundary	250 FT
From the south boundary	25 FT
From the west boundary	50 FT
Internal boundaries	0 FT

For purposes of calculating the street yard, the building setback on South Yale Avenue shall be considered to be 50 FT.

LANDSCAPE AREA:

A minimum of twenty-five percent (25%) of the total net area of Development Area "C" shall be improved as internal landscape open space in accordance with the provisions of the Landscape Chapter of the Bixby Zoning Code.

SIGNS:

1. Project Signs: One (1) ground sign shall be permitted on South Yale Avenue with a maximum 80 SF of display surface area and 15 FT in height.
2. Wall Signs: Wall signs are permitted not to exceed 1 SF of display surface area per linear building foot to wall to which attached. The length of wall signs shall not exceed 75% of the frontage of the building.

BUILDING FACADES:

All exterior building walls of a newly constructed building shall be primarily of like material(s) on all faces of such building.

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LANDSCAPE BUFFER AND SCREENING:

A minimum 25 FT wide landscaped screening buffer along the east boundary of Development Area C. The landscaping features within the Project will be maintained in accordance with the requirements of the Landscape Chapter of the Bixby Zoning Code.

The Conceptual Landscaping and Screening Plan is attached hereto as Exhibit "C".

LIGHTING:

Light standards shall not exceed 20 FT in height.

Except for bollard lighting, no light standards shall be permitted within 50 FT of the south and east boundary of Development Area "C".

All light standards including building mounted shall be hooded and directed downward and away from the boundary of Development Area "C". Shielding of outdoor lighting shall be designed so as to prevent the light producing element or reflector of the light fixture from being visible to a person standing at ground level in adjacent residential areas. Consideration of topography must be considered in such calculations.

Additionally, as part of the Detail Site Plan review, an accurate Lighting Plan illustrating light poles and fixtures with a Photometric Plan will be provided illustrating height and fixtures facing down and away from the residential area to the south. The Lighting Plan will show that the lighting from Development Area "C" does not exceed zero foot candles at the eastern or southern boundary of the Development Area "C".

TRASH AND MECHANICAL AREAS:

All trash, mechanical and equipment areas (excluding utility service transformers, pedestals or other equipment provided by franchise utility providers), including building mounted, shall be screened from public view in such a manner that the areas cannot be seen by persons standing at ground level.

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Trash dumpster areas shall be screened by masonry construction of materials similar to the buildings they serve, with steel framed doors. The doors shall be covered with an appropriate covering containing a minimum of 95% opacity on the gate frame.

NO OUTSIDE STORAGE:

There shall be no outside storage or recycling material, trash or similar materials outside of a screened receptacle. Nor shall trucks or trailer trucks be parked unless they are actively being loaded or unloaded. Truck trailers and shipping containers shall not be used for storage.

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All Development Areas

III. LANDSCAPING AND SCREENING CONCEPT:

A detailed landscaping and screening design shall be submitted to and approved by the Bixby Planning Commission and City Council in accordance with the City of Bixby Zoning Code.

The Conceptual Landscaping and Screening Plan is attached hereto as Exhibit "C".

IV. ACCESS AND CIRCULATION:

All private and/or public street connections shall be subject to City Engineer curb cut approval for the proposed access points to South Yale Avenue and South 53rd East Avenue and the Fire Chief's and Fire Marshal's approval of locations, spacing, widths, and curb return radii.

Pedestrian connectivity will be provided by new sidewalks along all abutting public streets and all private streets as well as internal sidewalk and/or trail system circulation within the development. All sidewalk and trail system layouts will be developed and presented in detail at the PUD detailed site plan submittal.

The Conceptual Access and Circulation Plan is attached hereto as Exhibit "D".

V. ENVIRONMENTAL ANALYSIS:

UTILITIES:

Proposed public utility infrastructure design shall be submitted to and approved by the City Engineer and in accordance with the City of Bixby Engineering Design Criteria. All proposed franchise utilities (i.e. electric, gas, data, etc.) shall be located underground.

The Existing and Proposed Utilities Plan is attached hereto as Exhibit "E".

DRAINAGE:

The majority of the site will be graded to allow for surface water to proposed detention facilities or be collected in an internal storm sewer system that will route it to the proposed detention

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facilities. The final drainage and grading design will be designed in conformance with City of Bixby Engineering Design Criteria.

The Conceptual Drainage Plan is attached hereto as Exhibit "F".

EXISTING & PROPOSED ZONING:

The Area Zoning Map is attached hereto as Exhibit "G".

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VI. SITE PLAN REVIEW:

No building permit will be issued for any building within Whitehawk II until a Planned Unit Development Detail Site Plan and Detail Landscape Plan for that lot or parcel shall have been submitted to the Bixby Planning Commission and approved as being in compliance with the approved Planned Unit Development Standards.

VII. SCHEDULE OF DEVELOPMENT:

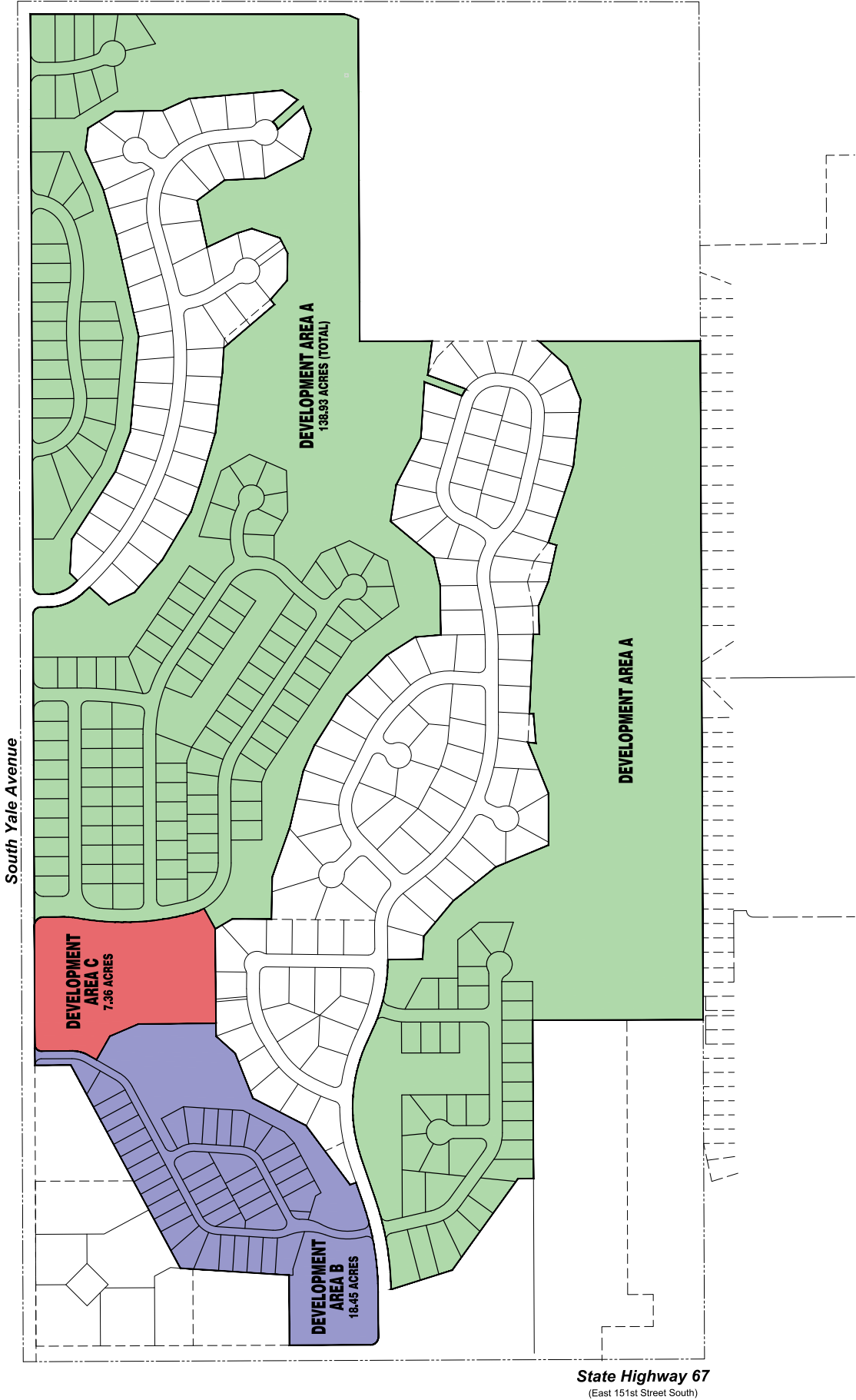
Development within Whitehawk II will begin within the Spring of 2019, after final approval of the Planned Unit Development, Detail Site Plan approval, and the platting of the property.

VIII. LEGAL DESCRIPTION:

The legal description of Development Area "A" is attached hereto as Exhibit "J".

The legal description of Development Area "B" is attached hereto as Exhibit "K".

The legal description of Development Area "C" is attached hereto as Exhibit "L".



Whitehawk II

Development Area Plan



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

STAFF COMMENTARY

To: City of Bixby, City Council
From: Carolyn Back, Development Services Director/City Planner
Date: Monday, January 24, 2022
RE: Posey Creek 151 Preliminary Plat (BXPT-21.20)
Location: Northwest of the NW/c of East 151st Street South and South Harvard Avenue
Bixby, Oklahoma 74008
Applicant: Tanner Consulting, LLC – Erik Enyart

STAFF REVIEW

Project Overview per PUD and Plat:

# of Acres (Gross) 73.929 Acres (+/-)	# of Acres (Net) 73.849 Acres (+/-)	Max # Lots 197	Min. Lot Width 65 ft, with up to 20% of lots at 60 ft wide
Zoning & Permitted Uses RS-3 Uses by Right PUD-21.14	Bulk & Area Per RS-3 requirements	Max Bldg Height 2-stories And 35 feet	Min Lot SF 6,900 SF
Use Unit 5 Common Area facilities – parks, playgrounds, open space	Use Unit 6 Detached Single Family dwellings	1st Floor Exterior 100% Masonry	Min. Dwelling SF 1,700

Recent Planning Commission Recommendation for Approval:

01.18.22 Preliminary Plat
01.18.22 Rezone
01.18.22 Planned Unit Development

Staff Comments:

1. Staff recommends approval of Posey Creek 151 Preliminary Plat.



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

Staff Report

To: City of Bixby, Planning Commission
From: Carolyn Back, Development Services Director/City Planner
Date: Tuesday, January 18, 2022
Name: Posey Creek 151
(Residential Development)
RE: Rezone (BXZO-21.22),
Planned Unit Development (BXPUD-21.14)
Preliminary Plat (BXPT 21.20)
Location: Harvard Ave. and 147th Place South
73.849 Acres (+/-)
STR: Section 17, Township 17N, Range 13E
Applicant: Tanner Consulting

Request:

The applicant is requesting a Rezone (BXZO-21.22) from Agricultural (AG) to Residential (RS-3) with Supplemental Zoning through (BXPUD-21.14) and a Preliminary Plat (BXPT-21.20).

Existing Zoning; Use:

Residential (RS-3); central portion of existing site
Agricultural (AG); eastern and western portions of the site

Abutting Zoning; Use:

North: (RS-2) Residential; Presley Heights
(RS-3) Residential; Harvard Ponds
East: (AG) Agricultural; Rural Residential
South: (RS-3) Residential; Undeveloped
(AG) Agricultural; Rural Residential
West: (AG) Agricultural; Rural Residential

Proposed Zoning; Use:

(RS-3) Residential, Single Family with supplemental zoning (PUD-21.14)

Staff Review

Posey Creek at 151 is a proposed residential development following up on the Harvard Ponds and Presley Heights projects.

The project is located on the west side of Harvard Ave. at 147th Place, connecting to Harvard Ponds and Presley on the north.

The proposed Rezone with supplemental zoning PUD-21.14 aligns with the Comprehensive Plan and the 2030 Future Land Use Map designation of Residential.

Project Overview per PUD and Plat:

# of Acres (Gross) 73.929 Acres (+/-)	# of Acres (Net) 73.849 Acres (+/-)	Max # Lots 197	Min. Lot Width 65 ft, with up to 20% of lots at 60 ft wide
Zoning & Permitted Uses RS-3 Uses by Right PUD-21.14	Bulk & Area Per RS-3 requirements	Max Bldg Height 2-stories And 35 feet	Min Lot SF 6,900 SF
Use Unit 5 Common Area facilities – parks, playgrounds, open space	Use Unit 6 Detached Single Family dwellings	1st Floor Exterior 100% Masonry	Min. Dwelling SF 1,700

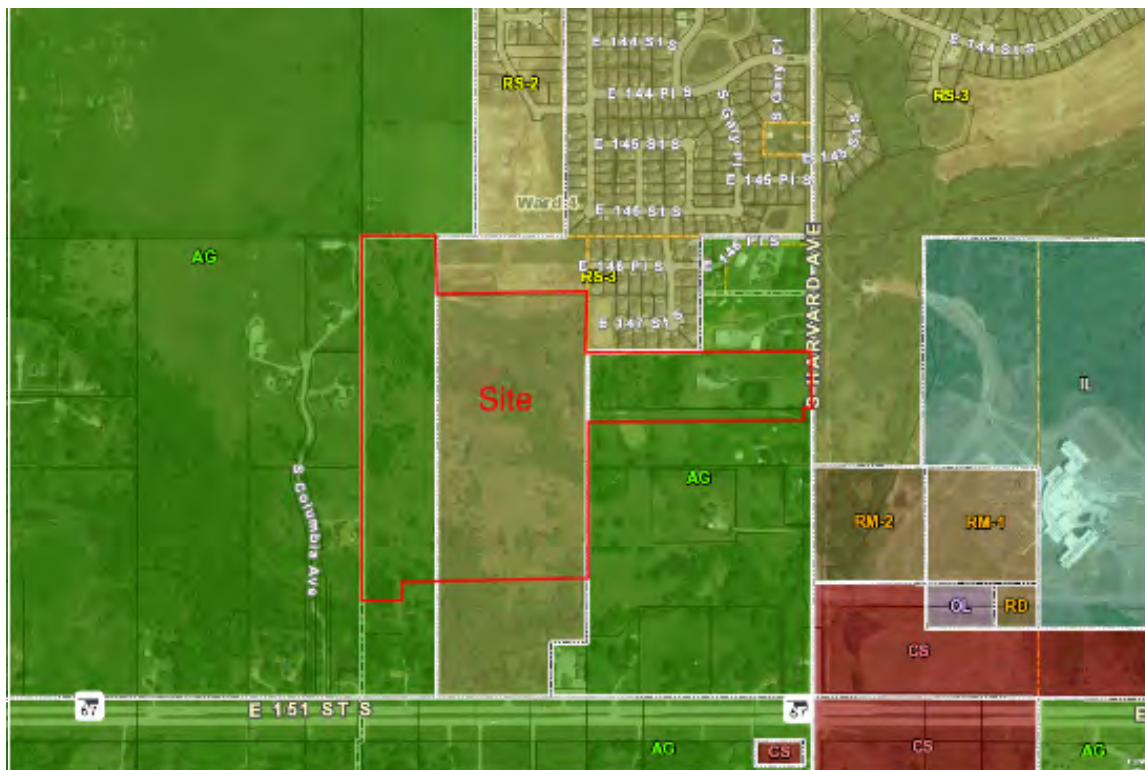


Figure 1: City of Bixby Zoning Map

Utilities: City of Bixby Water, Stormwater, and Sanitary Sewer

Engineering Comments: To be addressed at permitting

Public Comments: No public comments received

Staff Comments:

1. Staff supports Planning Commission recommendation for approval.

Attachments:

Exhibit A: BXPUD-21.14 by Tanner Consulting, December 7, 2021

Exhibit B: BXPT-21.20, Preliminary Plat by Tanner Consulting, January 10, 2022

CITY OF BIXBY

P.O. Box 70
116 W. Needles Ave.
BIXBY, OK 74008
(918) 366-4430
(918) 366-6373 (fax)

Development Services – Engineering Memo

To: Erik Enyart, Tanner Consulting

From: Justin Dowd, Assistant City Engineer

CC: Bea Aamodt, Public Works Director
Carolyn Back, Development Services Director
Donna Crawford, Assistant City Planner
File

Date: January 5, 2022

Re: **BXPT-21.20 Posey Creek 151 – Preliminary Plat**

Conceptual Utilities Plan Comments:

1. Show existing and designed utilities.
2. Place sanitary sewer along the west side of Harvard in the dedicated utility easement where possible to ensure the sanitary sewer is outside the pavement area when/if Harvard is widened.
3. Is the sanitary sewer along Harvard in an offsite utility easement or the statutory right-of-way?
4. How is/what water is draining into Pond 4?
5. An off-site utility easement is needed for the waterline connection to 151st.
6. Clean-up waterline/storm sewer crossings in cul-de-sac of Block 7.
7. How does water from Pond 1 get to Pond 2?
8. How does water from Pond 2 discharge? Through the culvert under College Ave? This culvert appears to be directing water at Lot 1, Block 6.
9. Sanitary Sewer bends must be 90 deg. or greater; re: Lot 16, Block 8 | Lot 2, Block 9 | Lot 2, Block 10
10. Per Fire Marshal, 1,000 GPM fire flow will be required for approval for final acceptance.

Preliminary Plat Comments:

11. Sheet 1

- Sheet 1 of 4
- Revise subdivision facts
- Label reserve areas
- 17.5' U/E required along the perimeter of the development. For lots adjacent to Presley Heights West, 17.5' is required. For lots adjacent to Presley Heights, 15' is sufficient.
- Label width of U/E along Lot 1, Block 3
- Label front yard U/E along South Delaware Place

- Provide easement for storm sewer running between Lots 11 and 12, Block 8
- Provide easement for sanitary sewer running between Lots 15 and 16, Block 1
- Provide easement for sanitary sewer running between Lots 5 and 6, Block 5

12. Sheet 2

- Sheet 2 of 4
- Revise subdivision facts
- Label reserve areas
- 17.5' U/E required along the perimeter of the development. For lots adjacent to Presley Heights West, 17.5' is required. For lots adjacent to Presley Heights, 15' is sufficient.
- Notes; remove 6
- No building limit line labeled along 148th St. S
- No building limit line labeled along S Delaware Pl
- Provide easement for sanitary sewer running between Lots 15 and 16, Block 8
- Provide easement for storm sewer running between Lots 24 and 25, Block 7
- Label utility easement widths and building limit line for Lot 40, Block 7
- Label U/E widths in Block 9
- Lots 34 and 35, Block 7 – Is this a 30' U/E or part of the reserve?

13. Sheet 3

- Add language regarding pond maintenance, and a maintenance schedule for the ponds
- Section II.B – Are Reserves C and D included in this section?

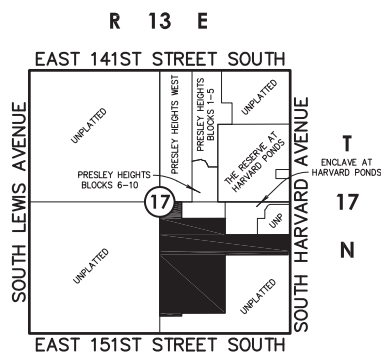
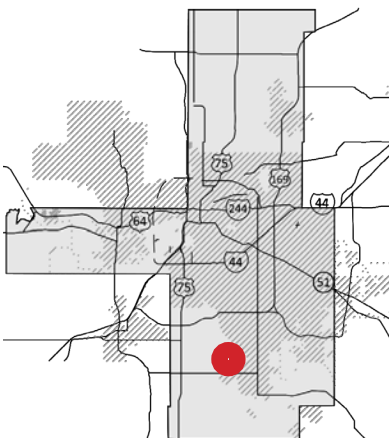
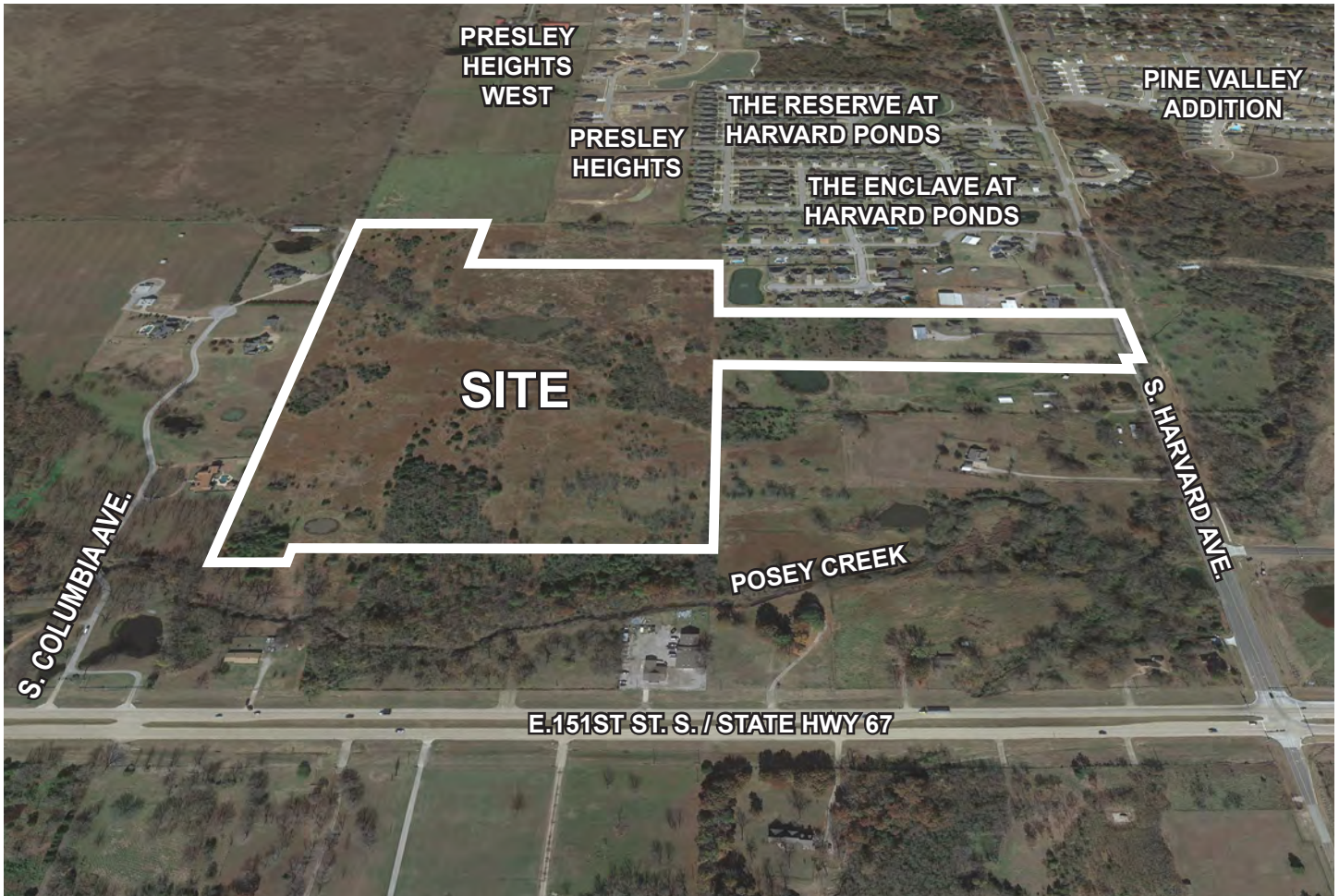
14. City requested engineering drawings include notation on waterline plans stating water is serviced by the RWD.

15. Utility companies expressed concerns over reserve areas, and asked for dedication as utility easements to provide continuity throughout the development.

PUD-___

Posey Creek 151

A PLANNED UNIT DEVELOPMENT (PUD) OF APPROXIMATELY 73.849 ACRES
LOCATED AT THE 14700 BLOCK OF SOUTH HARVARD AVENUE,
CITY OF BIXBY, TULSA COUNTY, OKLAHOMA



Location Map
SCALE: 1" = 4,000'



DECEMBER 7, 2021

OWNER/DEVELOPER:
POSEY CREEK 151, LLC
c/o ANGIE MARSHALL
10024 S HUDSON AVE
TULSA, OK 74137
(918)698-6767

APPLICANT/CONSULTANT:
TANNER CONSULTING LLC
c/o ERIK ENYART
5323 S LEWIS AVE
TULSA, OK 74105
EENYART@TANNERBAITSHOP.COM



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I. PROPERTY DESCRIPTION

Posey Creek 151 consists of 73.849 acres located at the 14700-block of South Harvard Avenue in the City of Bixby, Oklahoma, and is more particularly described with the following statement:

(KING TRACT)

PER TRUSTEE'S DEED DATED AUGUST 30TH, 2002, AND FILED OF RECORD SEPTEMBER 11, 2002 IN BOOK 6822 ON PAGE 69 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA:

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 S/2 NE/4 SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

AND ALSO:

(WEST TRACT)

PER GENERAL WARRANTY DEED DATED THE 3RD DAY OF AUGUST, 2021, AND FILED OF RECORD AUGUST 04, 2021, AS DOCUMENT NO. 2021090131 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA:

A TRACT OF LAND LOCATED WITHIN THE WEST HALF OF THE SOUTHWEST QUARTER (W/2 SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE SOUTH 88°41'08" WEST AND ALONG THE SOUTH LINE OF SAID SE/4 FOR A DISTANCE OF 2203.75 FEET; THENCE NORTH 1°11'04" WEST FOR A DISTANCE OF 363.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°41'08" WEST FOR A DISTANCE OF 443.55 FEET TO A POINT ON THE WEST LINE OF SAID SE/4; THENCE NORTH 1°11'49" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 2290.80 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID SE/4; THENCE NORTH 88°40'38" EAST AND ALONG THE NORTH LINE OF SAID SE/4 FOR A DISTANCE OF 444.05 FEET; THENCE SOUTH 1°11'04" EAST FOR A DISTANCE OF 2290.86 FEET TO THE POINT OF BEGINNING.

AND ALSO:

(EAST TRACT)

PER GENERAL WARRANTY DEED DATED THE 26TH DAY OF JULY, 2021, AND FILED OF RECORD JULY 30, 2021, AS DOCUMENT NO. 2021088608 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA:

THE EAST 880 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4) OF SECTION SEVENTEEN (17), 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,

LESS AND EXCEPT THE SOUTH 420.50 FEET THEREOF AND **LESS AND EXCEPT** A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SECTION SEVENTEEN (17), 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, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: **BEGINNING** AT THE NORTHEAST CORNER OF SAID NW/4 SE/4, SAID CORNER ALSO BEING NORTHWEST CORNER OF LOT ONE (1), BLOCK THREE (3), THE ENCLAVE AT HARVARD PONDS, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5995); THENCE SOUTH 1°11'04" EAST AND ALONG THE EAST LINE OF NW/4 SE/4, SAID LINE ALSO BEING THE WEST LINE OF SAID ADDITION, FOR A DISTANCE OF 333.58 FEET TO THE SOUTHWEST CORNER OF LOT ONE (1), BLOCK FOUR (4), OF SAID ADDITION; THENCE SOUTH 88°40'39" WEST AND PARALLEL WITH THE NORTH LINE OF THE NW/4 SE/4 FOR A DISTANCE OF 880.00 FEET TO A POINT; THENCE NORTH 1°11'04" WEST FOR A DISTANCE OF 333.58 FEET TO A POINT ON SAID NORTH LINE; THENCE NORTH 88°40'39" EAST AND ALONG THE NORTH LINE FOR A DISTANCE OF 880.00 FEET TO THE **POINT OF BEGINNING**.

AND

THE NORTH 70 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (S/2 S/2 NE/4 SE/4) OF SECTION SEVENTEEN (17), 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.

The above described property will hereinafter be referred to as the "Site" or "Subject Property" and is depicted on Exhibit A, "Aerial Photography & Boundary Depiction."

II. DEVELOPMENT CONCEPT

Posey Creek 151 is a single-family residential Planned Unit Development (PUD) of 73.849 acres located at the 14700-block of South Harvard Avenue in the City of Bixby, Oklahoma. Nestled between hills and streams, Posey Creek 151 offers convenience, attractive neighborhood design, a variety of premium homes in a quiet location, and ample open spaces for recreation. Posey Creek 151 builds on the value created by neighboring subdivisions, but its design follows unique site features to create more curvilinear streets and a varied layout, which will produce streetscapes with unparalleled character. As envisioned, large ponds and generous landscaping will greet residents and guests at the principal entrance on Harvard Avenue.

As outlined in the Bixby Zoning Code, this PUD is intended to provide a unified treatment of the development possibilities of the project site, to permit innovative land development while maintaining appropriate limitation on the character and intensity of use and assuring compatibility with adjoining and proximate properties, to permit flexibility within the development to best utilize the unique physical features of the subject property, to provide and preserve meaningful open space, and to achieve a continuity of function and design within the development.

A companion application is being filed to rezone part of the site to RS-3 Single-Family Residential District (BXZO-____). Proposed zoning is reflected on Exhibit G of this PUD.

The City of Bixby 2018 Comprehensive Plan 2030 Future Land Use map provides that the requested underlying RS-3 zoning district and the densities as proposed by this PUD are in accordance with the "Medium Density Residential" future land use designation for the largest portion of the site. The southerly approximately 9.7 acres, however, is designated "Commercial." This area is separated from 151st Street South (State Highway 67) by Posey Creek and so is not accessible except through the site. Further, it is under separate ownership from the parcels with street frontage, is within the Regulatory Floodplain and partially within the Floodway, and is designed as an open space Reserve Area within this development. The majority of the approximately 9.7 acres is already zoned RS-3 by previous rezoning application. Only the remainder, approximately 3.64 acres, is zoned AG, and so will remain zoned AG to avoid conflict with the Comprehensive Plan and Zoning Code Section 11-5-2. Exhibit H is an excerpt of the current Future Land Use map including the site.

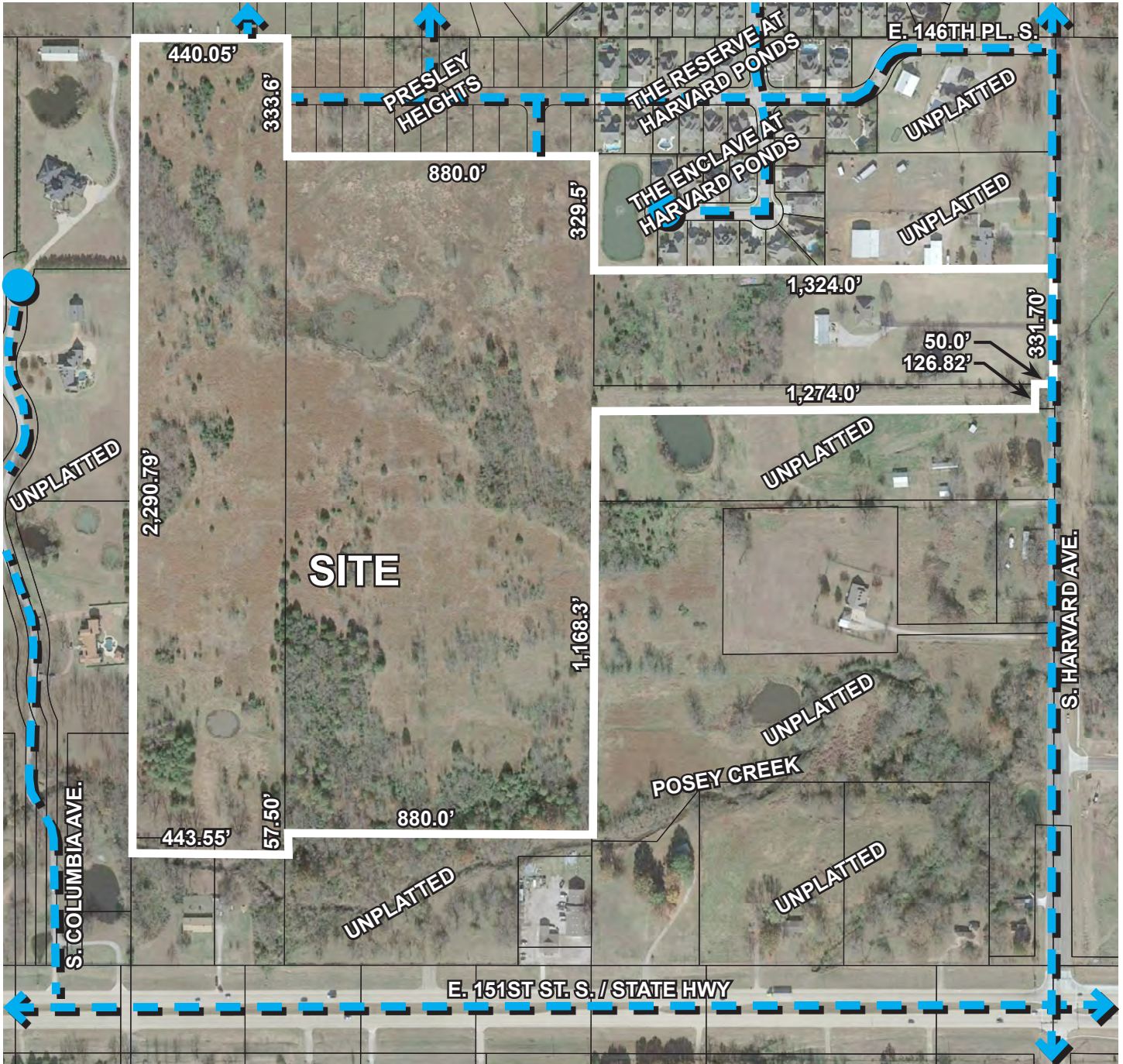
The PUD will allow the most efficient use of the land which is harmonious with the surrounding land uses, as represented on Exhibit A, "Aerial Photography & Boundary Depiction." Although subject to change, the initial design is reflected on Exhibit B "Conceptual Site Plan." The PUD shall be developed in accordance with the use and development regulations of the City of Bixby Zoning Code, except as otherwise specified herein.

Although Zoning Code Sections 11-7I-5.A.1.b and 11-7B-4.A.1 Table 2 would permit 364 lots with the existing and proposed straight RS-3 zoning, this PUD will restrict the development to 197 lots. In addition to lowering the density otherwise permitted, this PUD will impose higher development standards than if developed with straight residential zoning.

Posey Creek 151

EXHIBIT A

AERIAL PHOTOGRAPHY & BOUNDARY DEPICTION
WITH ADJACENT DEVELOPMENTS LABELED



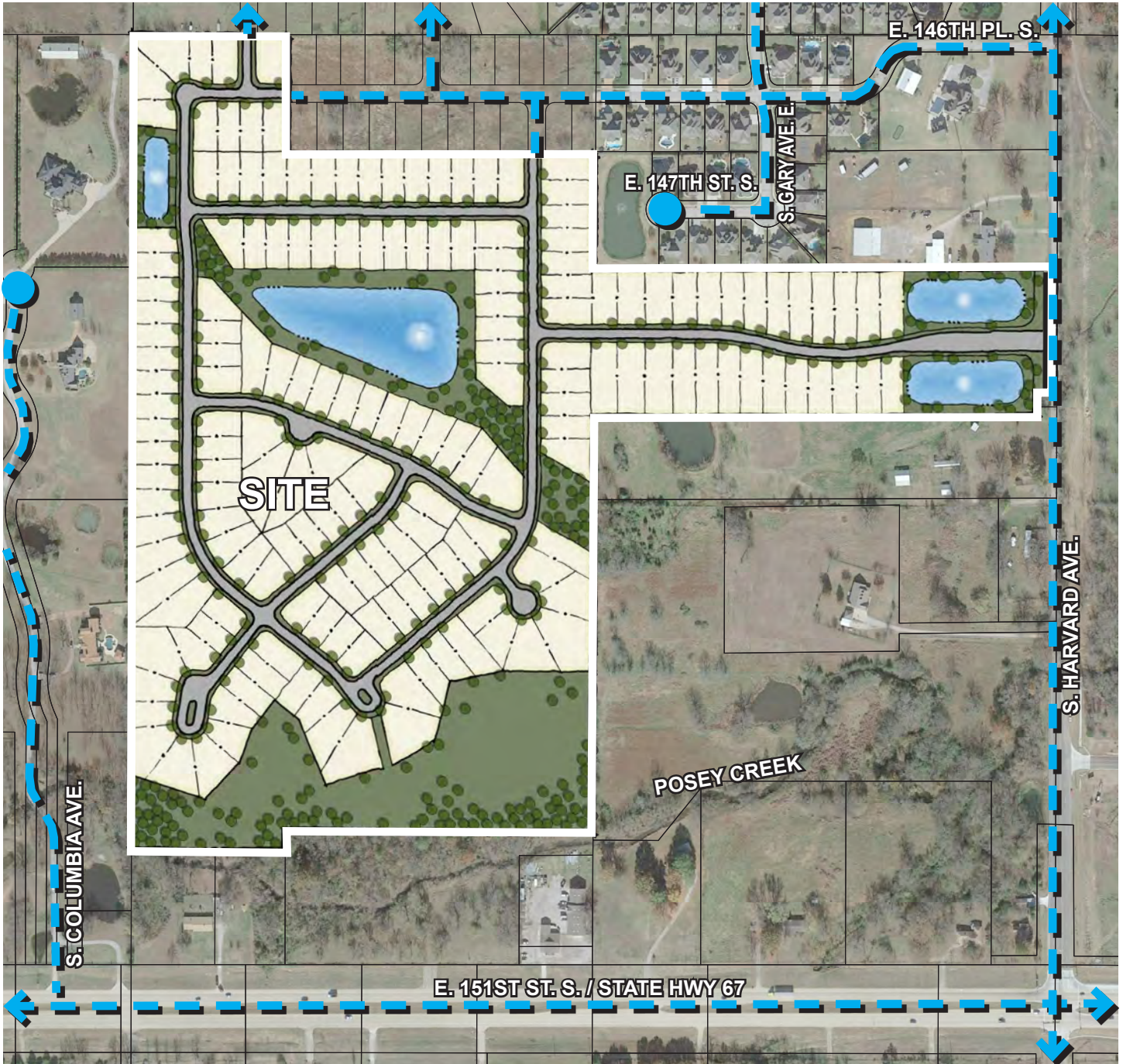
* REFER TO SURVEY FOR EXACT BOUNDARY

Posey Creek 151

EXHIBIT B

CONCEPTUAL SITE PLAN

CONCEPTUAL LAYOUT DATED NOVEMBER 22, 2021



III. DEVELOPMENT STANDARDS

Gross Land Area:	3,220,342 SF	73.929 AC
Net Land Area:	3,216,842 SF	73.849 AC
Permitted Uses: Use Unit 6 detached single-family dwellings and customary accessory uses; Use Unit 5 common area facilities such as neighborhood park, playground, and recreational open space.		
Maximum Number of Lots:	197	
Minimum Lot Width †:	65 FT; Maximum 20% of Lots May be 60 FT	
Minimum Lot Size:	6,900 SF	
Minimum Land Area per Dwelling Unit:	8,400 SF *	
Maximum Building Height:	2 Stories and 35 FT **	
Off-street Parking and Yard Coverage:	Minimum two (2) enclosed off-street parking spaces required per dwelling unit. Off-street parking shall not exceed 75% of the required front yard width or area.	
Minimum Livability Space:	4,000 SF ***	
Minimum Yard Setbacks:		
Front Yard:	25 FT	
Rear Yard:	20 FT	
Side Yard (Interior):	5 FT	
Side Yard Abutting a Street:	10 FT Dwelling; 20 FT Garage	
Other Bulk and Area Requirements:	As required within the RS-3 District	
Minimum Dwelling Size:	1,700 SF	
First Floor Exterior Materials:	100% masonry ****	

* Minimum land area per dwelling unit is satisfied by the proportion of maximum number of lots to gross land area as provided in Zoning Code Section 11-7I-5.A.1. Lots are therefore not subject to this requirement on an individual basis.

** Architectural features may extend a max. of five (5) feet above maximum permitted building height.

*** Livability space may be located on a lot or contained within common open space of the development, as per Section 11-7I-5.C of the Bixby Zoning Code.

**** Masonry shall include brick, natural or manufactured stone, and stucco. Minimum masonry percentages shall exclude windows, doors, and beneath covered patios and porches.

† Defined as the average horizontal distance between the side lot lines, which is as it is presently defined in the Bixby Zoning Code.

IV. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

IV.A. SURROUNDING ZONING AND LAND USE: The site is presently zoned RS-3 and AG and is vacant/agricultural. The surrounding area is primarily zoned AG and RS-3 in unincorporated Tulsa County and within the Bixby City Limits. To the north and northeast, The Reserve at Harvard Ponds, The Enclave at Harvard Ponds, and Presley Heights phases 1 and 2 are all zoned RS-3. To the north and northwest, planned developments "Presley Heights West" and "141st And Lewis" are zoned RS-3 with supplemental zoning BXPUD-21.10 and BXPUD-21.04, respectively, and are presently vacant/agricultural. To the west, east, and south across 151st Street South, tracts are zoned AG and are primarily rural residential and vacant, with the exception of Decor Construction located to the south of Posey Creek.

IV.B. ACCESS AND CIRCULATION: As designed, the subdivision will have its principal point of access on South Harvard Avenue near the center of its frontage. Two (2) street connections are proposed to stub streets in Presley Heights Blocks 6-10 and an additional connection is proposed to the planned stub street in Presley Heights West. Right-of-way will be dedicated for the South Harvard Avenue Arterial Street frontage. All other streets within the subdivision will be local, minor residential streets.

Streets serving Posey Creek 151 are proposed to be public, but will have the option of private, gated streets, per this PUD. Whether public or private, streets shall be constructed to meet the minimum standards of the City of Bixby for minor public streets; provided, however, the City of Bixby may approve alternative street design standards through platting including, but not limited to, private, gated streets with reduced width rights-of-way. Any divided, boulevard streets separated by private landscaped islands may have one-way lanes meeting right-of-way width requirements in aggregate and shall otherwise be constructed to meet the minimum standards determined by the City of Bixby during the platting stage. Any gates serving private streets or drives shall be designed according to the Fire Code adopted by the City of Bixby and be approved by the Bixby Fire Marshal during the platting stage.

Within the boundary of the PUD, sidewalks, including both internal and along exterior street frontages, shall be constructed by the developer or individual lot owners in accordance with the Bixby Subdivision Regulations. Sidewalks shall be a minimum of four (4) feet in width, shall be ADA compliant, and shall be approved by the City Engineer. Sidewalks which are proposed outside of public right-of-way shall be placed in a public sidewalk easement.

IV.C. SIGNS: Residential subdivision entrance signage shall be permitted along the arterial street frontage and shall comply with standards for same as provided in the Bixby Zoning Code. Entry signage will be integrated with the landscaped entries and contained within Reserve Areas or easements to be maintained by the Homeowners' Association. Signage serving residential neighborhood amenities, appropriate for purpose and neighborhood scale, shall be permitted within reserve areas containing neighborhood amenities. Signage shall otherwise comply with the Bixby Zoning Code.

IV.D. UTILITIES AND DRAINAGE: Posey Creek 151 is within the Creek County Rural Water District #2 service area and will connect to existing waterlines located along 151st Street South and within Presley Heights Blocks 6-10. Waterlines will further connect to waterlines being designed and constructed within the proposed "Presley Heights West." Waterlines shall be looped to provide water service and fire protection. Fire hydrant locations shall be coordinated with and approved by the Bixby Fire Marshal during platting.

Sanitary sewer will be extended to serve the site. 8" gravity sanitary sewerlines are located within Presley Heights Blocks 6-10 and The Enclave at Harvard Ponds and will be extended as necessary. Conceptually, gravity sanitary sewerlines are proposed to extend to and along South Harvard Avenue. Sanitary sewer and waterline extensions to and throughout the project will be designed during the platting stage.

The southerly end of the site will drain to Posey Creek, which clips the southwestern corner of the site but is primarily located south of the southerly boundary of the site. The balance of the site will drain to a Posey Creek tributary which flows southeasterly through the site. Reserve Areas for onsite stormwater detention and drainage are shown on the Exhibit B Conceptual Site Plan. Final stormwater drainage and detention designs are subject to the approval of Bixby City Staff.

Existing and proposed utilities are shown on Exhibit C of this PUD.

IV.E. ENVIRONMENTAL ANALYSIS AND TOPOGRAPHY: The subject property is moderately sloped and contains the top of a small hill near the center of the west side of the site and the side of another hill at the north end. The entire site drains southeasterly to Posey Creek and its tributary.

As represented on Exhibit E "FEMA Floodplain Map," the southerly end of the site is within Zone AE, the 100-year (1% Annual Chance) Floodplain, including portions within the Floodway, and additional areas are within Shaded Zone X, the 500-year (0.2% Annual Chance) Floodplain. A Reserve Area is proposed to fully contain the Regulatory Floodplain.

The Soil Survey of Tulsa County, Oklahoma was used to help identify soils types and possible constraints to development. The site primarily contains Dennis Silt Loam, 1-3% and 3-5% slopes, with the balance of the site containing Dennis Pharoah Complex, 1-3% slopes and Okemah Silt Loam, 0-1% slopes. Development constraints associated with these soil types, and any other environmental constraint(s), will be addressed in the engineering design phase of the project. Prior to construction, a geotechnical report will be performed to recommend paving sections and subgrade design. Soil types and typography are shown on Exhibit D of this PUD.

IV.F. 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.

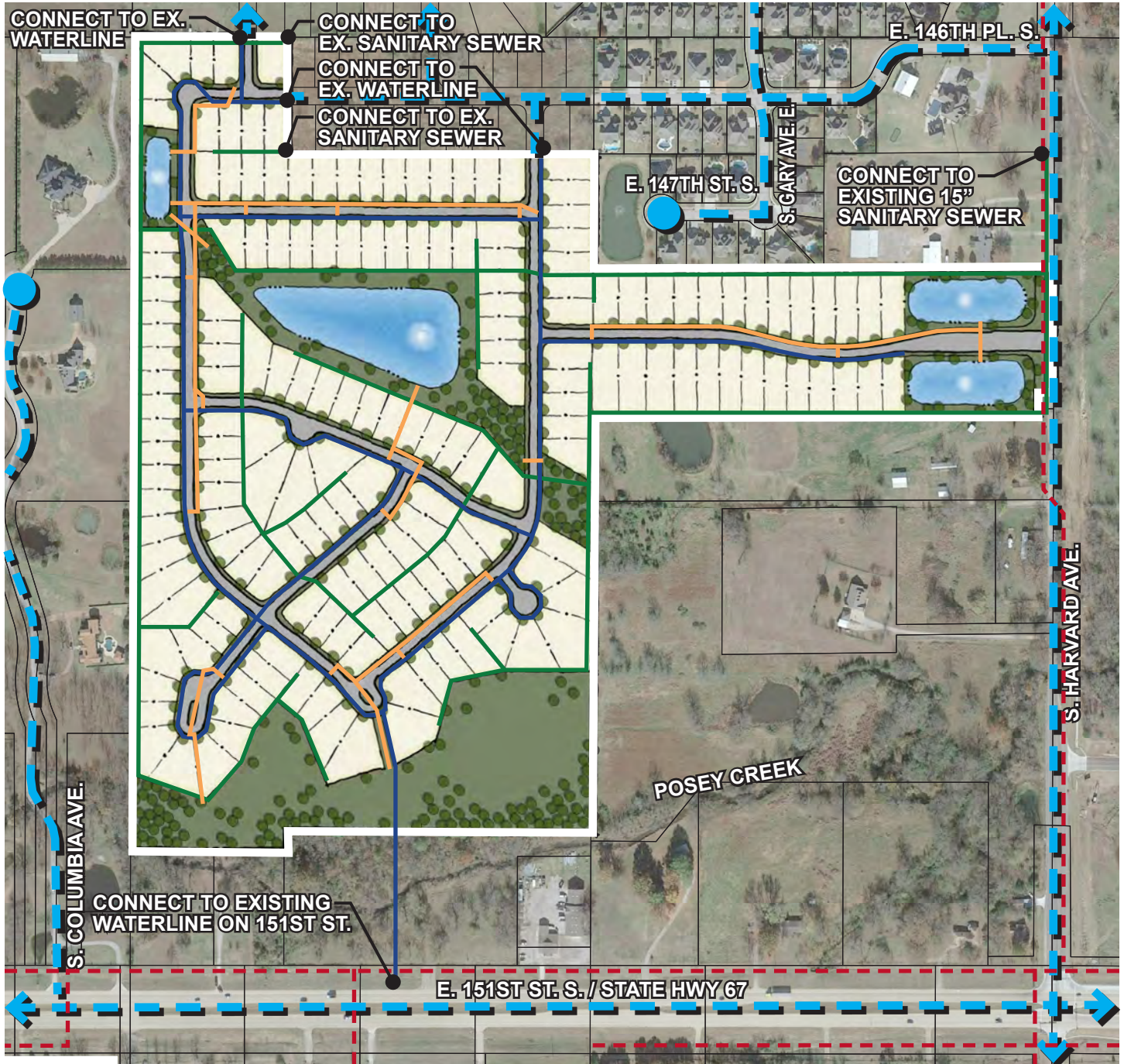
IV.G. CITY DEPARTMENT REQUIREMENTS: Standard requirements of the City of Bixby Fire Marshal, City Engineer, and City Attorney shall be met.

IV.H. SCHEDULE OF DEVELOPMENT: Development of the project is expected to commence and be phased and completed as market conditions permit.

Posey Creek 151

EXHIBIT C

EXISTING AND PROPOSED UTILITIES
CONCEPTUAL LAYOUT SHOWN AS OF NOVEMBER 22, 2021
EXISTING UTILITIES PER FIELD SURVEY DATA



LEGEND

- PROPOSED WATERLINE
- PROPOSED SANITARY SEWER SYSTEM
- PROPOSED STORM SEWER SYSTEM
- - - EXISTING OVERHEAD ELECTRIC

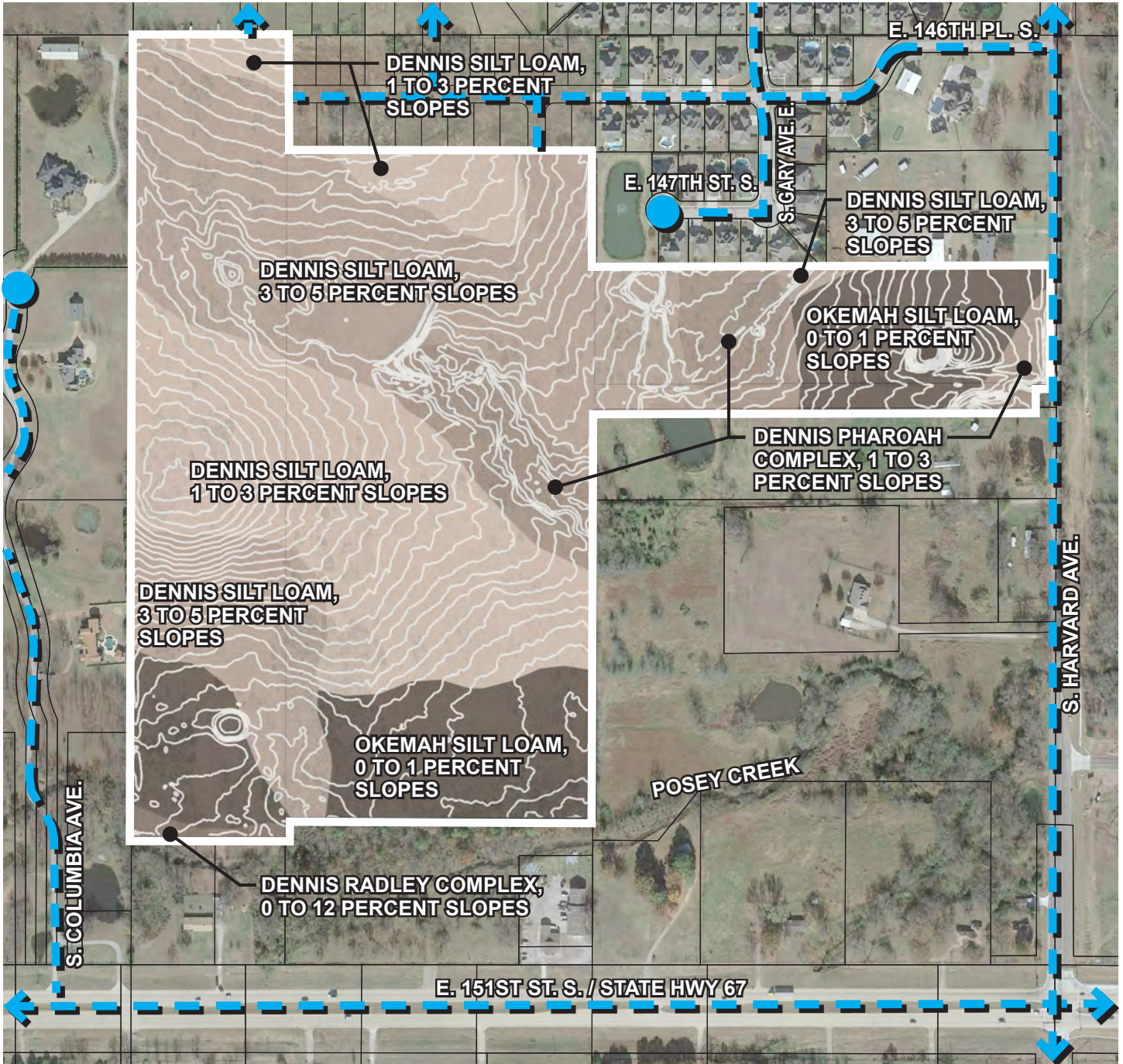


Posey Creek 151

EXHIBIT D

EXISTING TOPOGRAPHY AND SOILS

SOIL DATA FROM USDA WEB SOIL SURVEY, ACCESSED NOVEMBER 22, 2021
TOPOGRAPHIC DATA FROM USGS AND IS APPROXIMATE ONLY

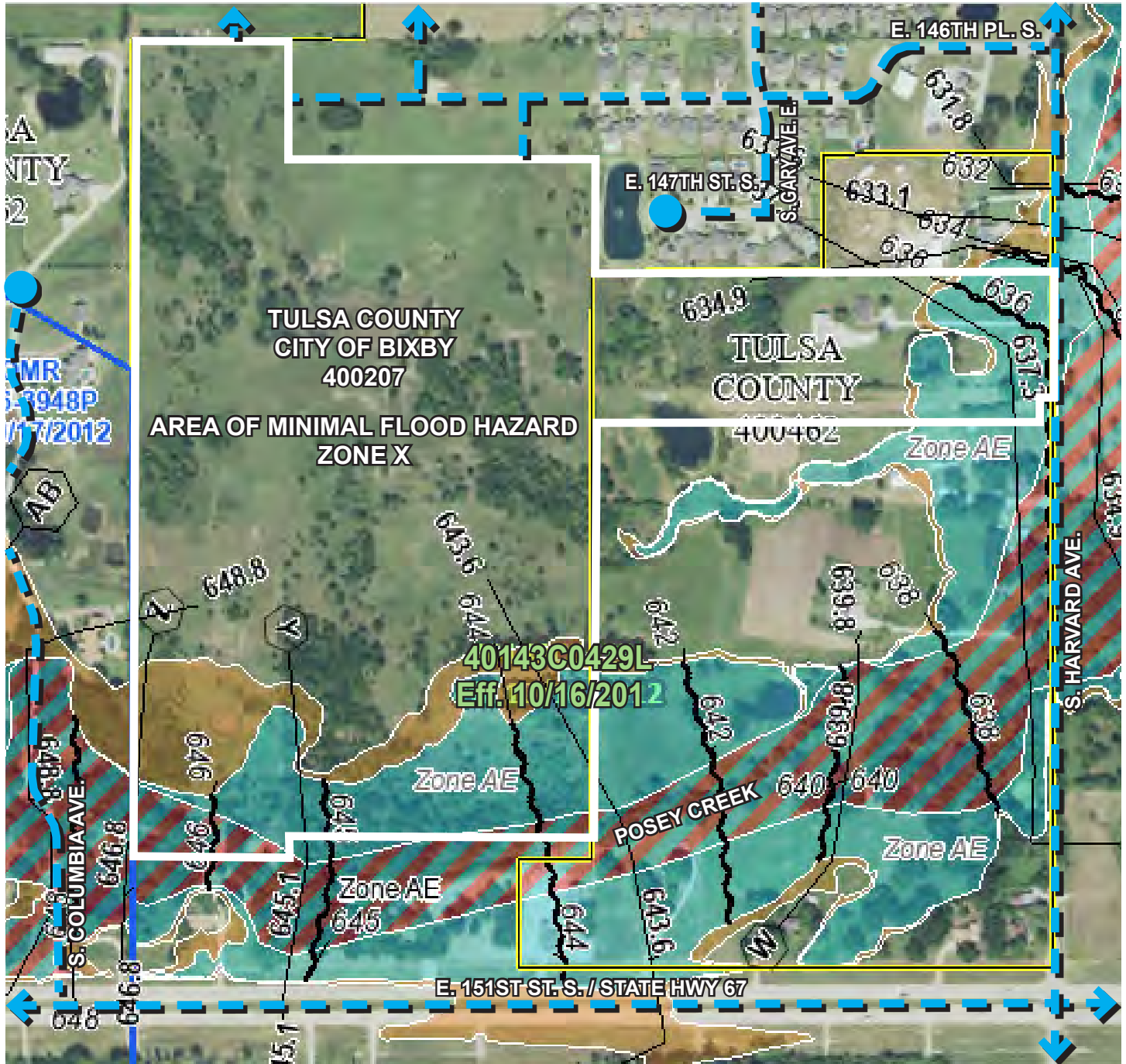


Posey Creek 151

EXHIBIT E

FEMA FLOODPLAIN MAP

FLOODPLAIN DATA REFLECTS FEMA FIRM PANEL NO. 40143C0429L,
EFFECTIVE 10/16/2012

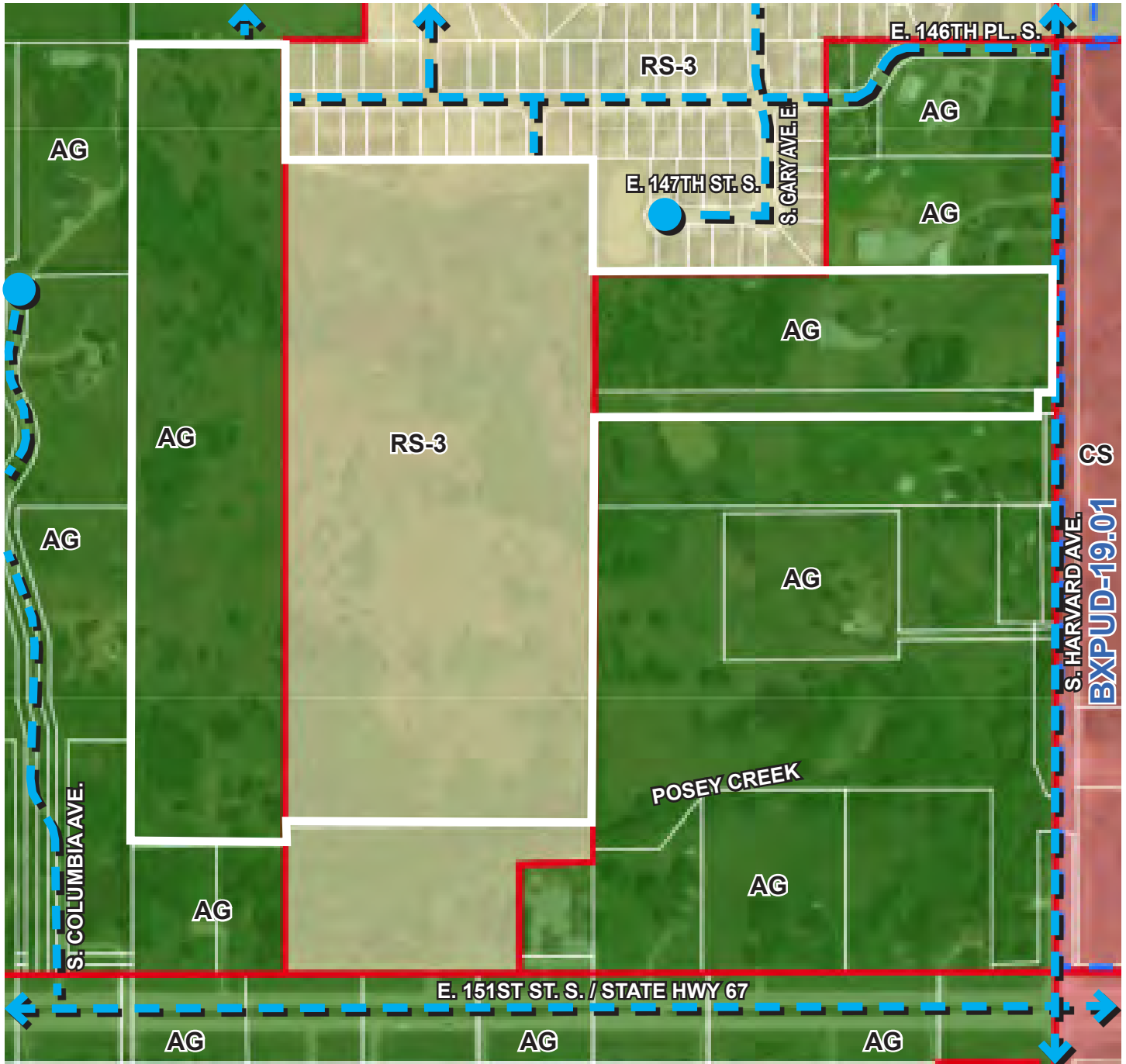


Posey Creek 151

EXHIBIT F

EXISTING ZONING MAP

DATA OBTAINED FROM TULSA INCOG ZONING MAP, ACCESSED NOVEMBER 22, 2021

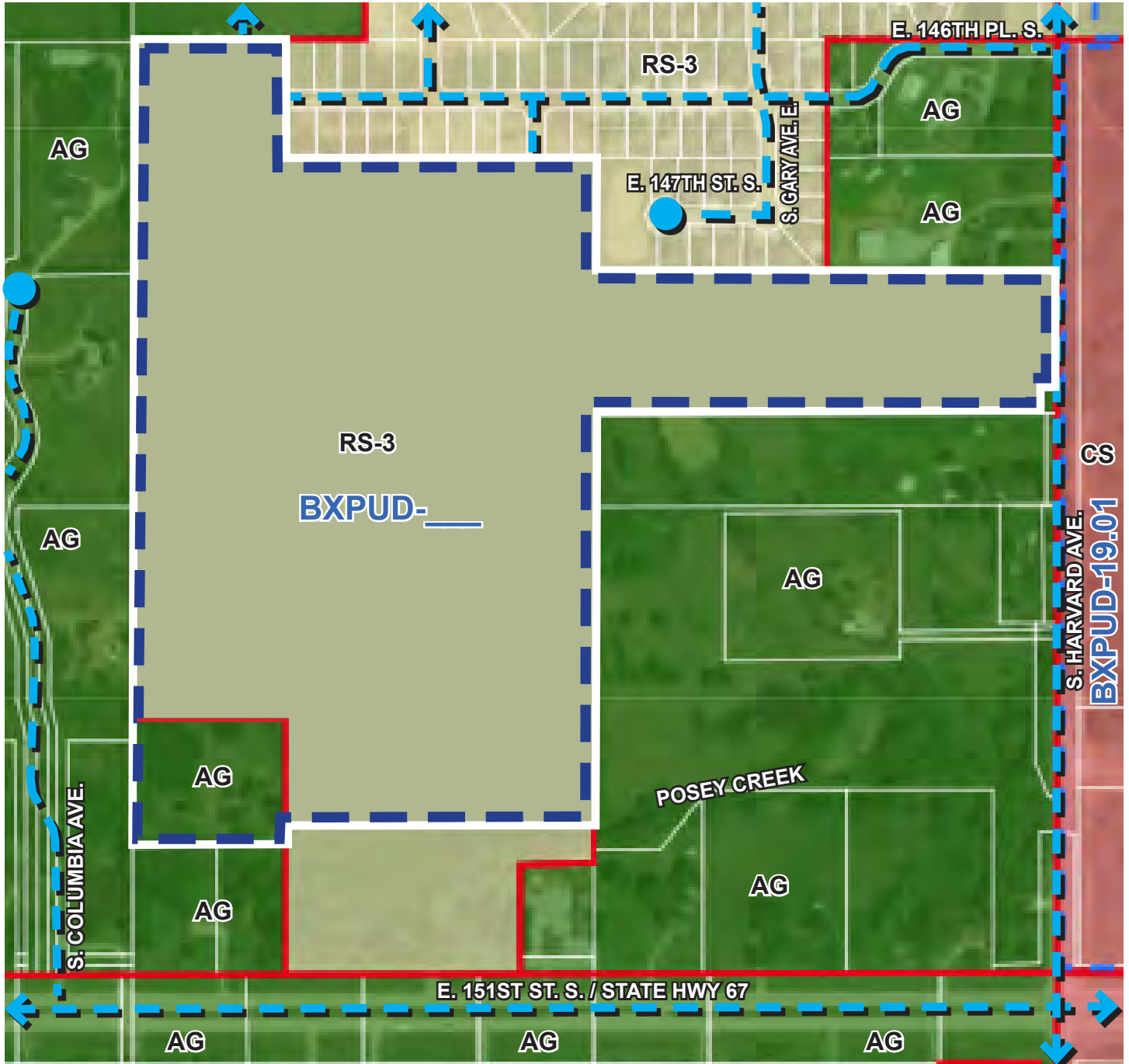


Posey Creek 151

EXHIBIT G

PROPOSED ZONING MAP

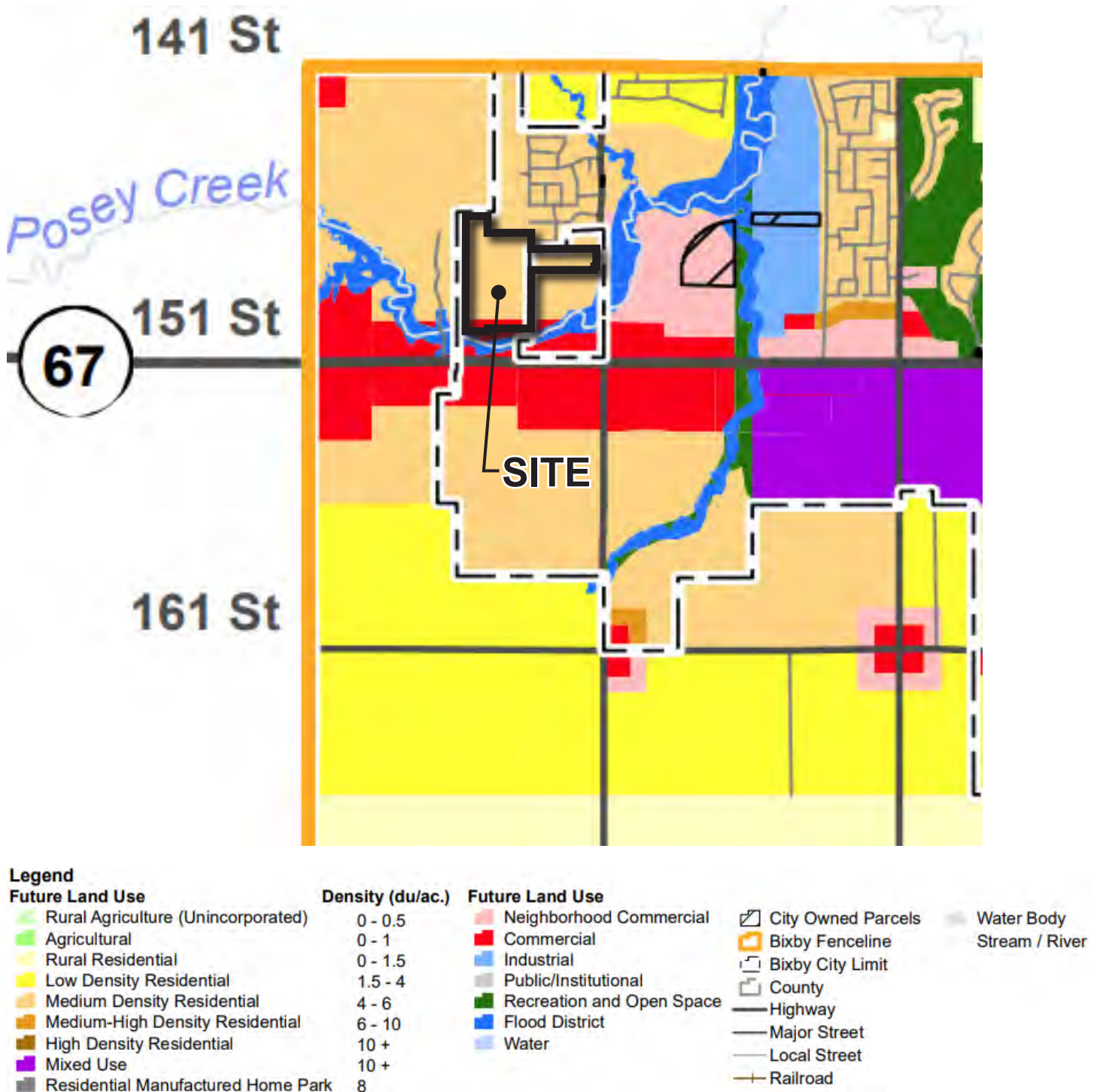
DATA OBTAINED FROM TULSA INCOG ZONING MAP, ACCESSED NOVEMBER 22, 2021 & MODIFIED



Posey Creek 151

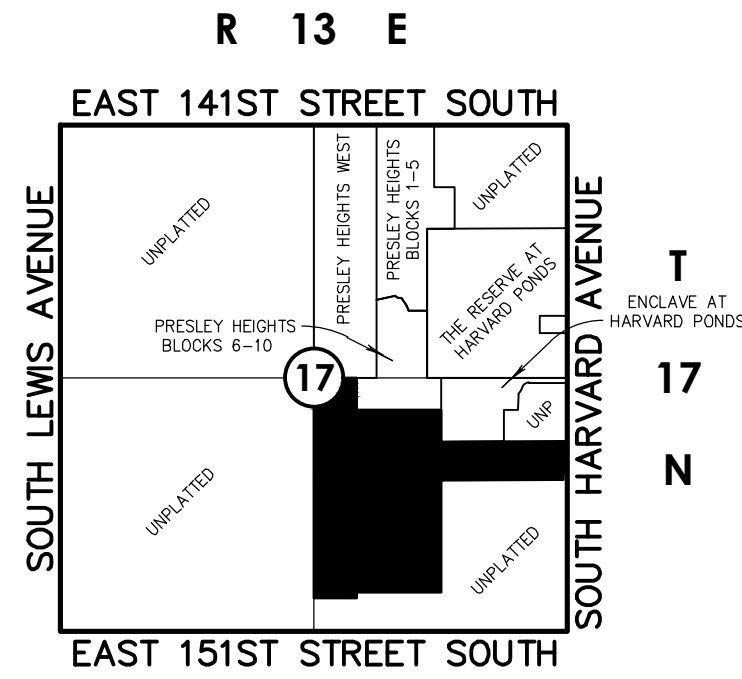
EXHIBIT H

2030 FUTURE LAND USE PLAN (FIGURE 2-1)
CITY OF BIXBY 2018 COMPREHENSIVE PLAN



SUBDIVISION CONTAINS:
ONE-HUNDRED SEVENTY-SIX (176) LOTS
IN TEN (10) BLOCKS
WITH FOUR (4) RESERVES

GROSS SUBDIVISION AREA: 73.849 ACRES



Location Map
Scale: 1"= 2000'

OWNER:
Posey Creek 151, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
ANGIE MARSHALL, MANAGER
10024 South Hudson Avenue
Tulsa, Oklahoma 74137
Phone: (918)698-6767

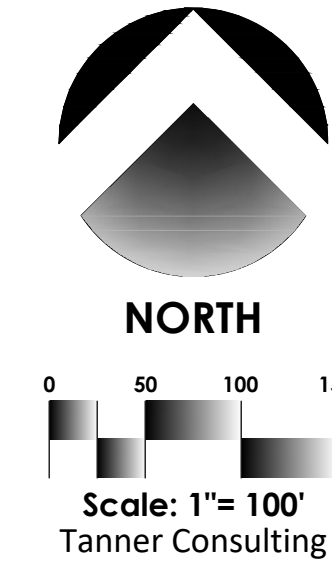
Preliminary Plat

Posey Creek 151

PART OF THE SOUTHEAST QUARTER (SE/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

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

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



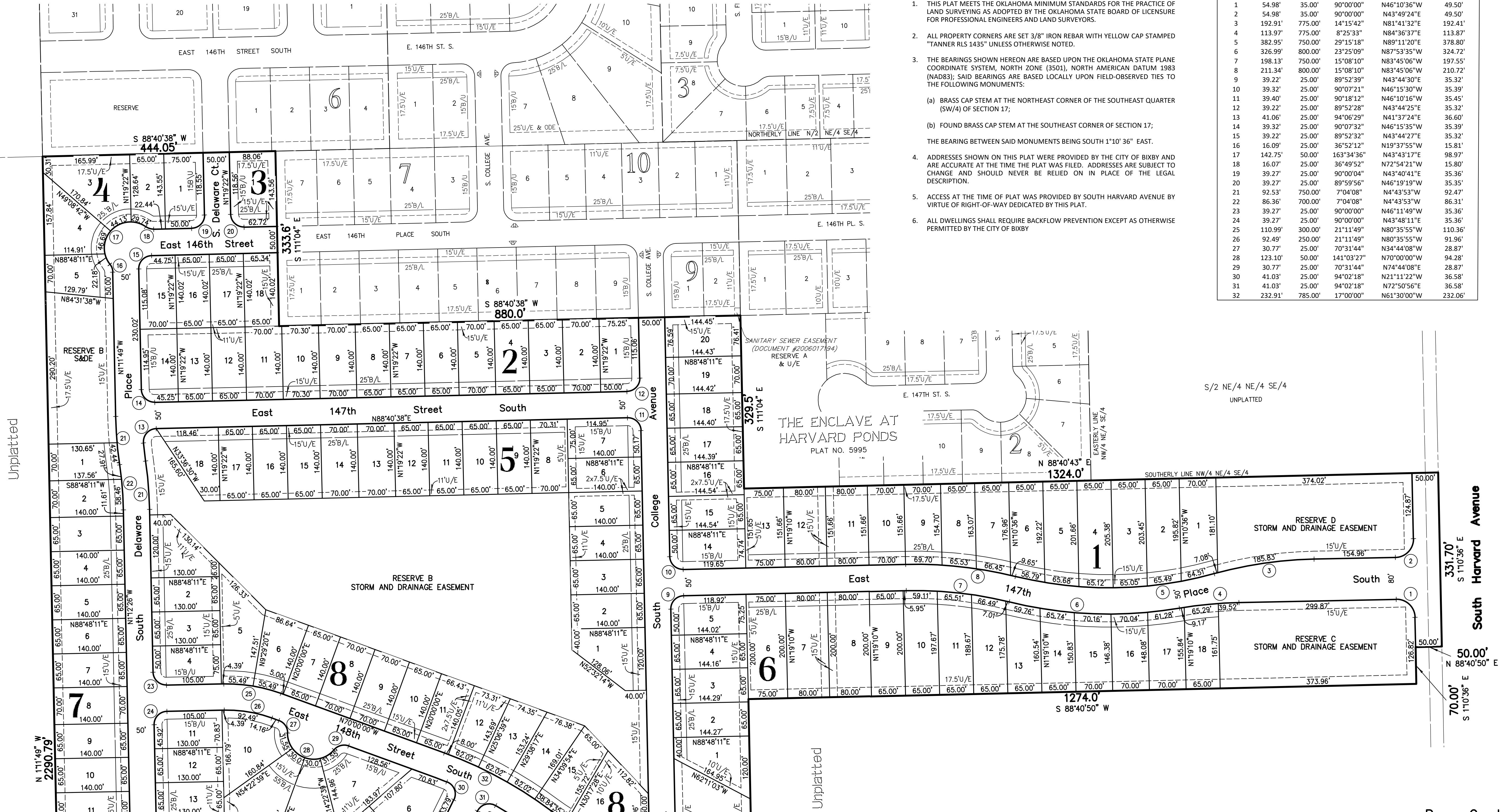
LEGEND	
B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
GOVT	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
S&DE	STORM AND DRAINAGE EASEMENT
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED
○	FOUND MONUMENT
○	SET MONUMENT (SEE NOTE 2)

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 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:
(a) BRASS CAP STEM AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SW/4) OF SECTION 17;
(b) FOUND BRASS CAP STEM AT THE SOUTHEAST CORNER OF SECTION 17;
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°10' 36" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BIXBY AND ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH HARVARD AVENUE BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
- ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY

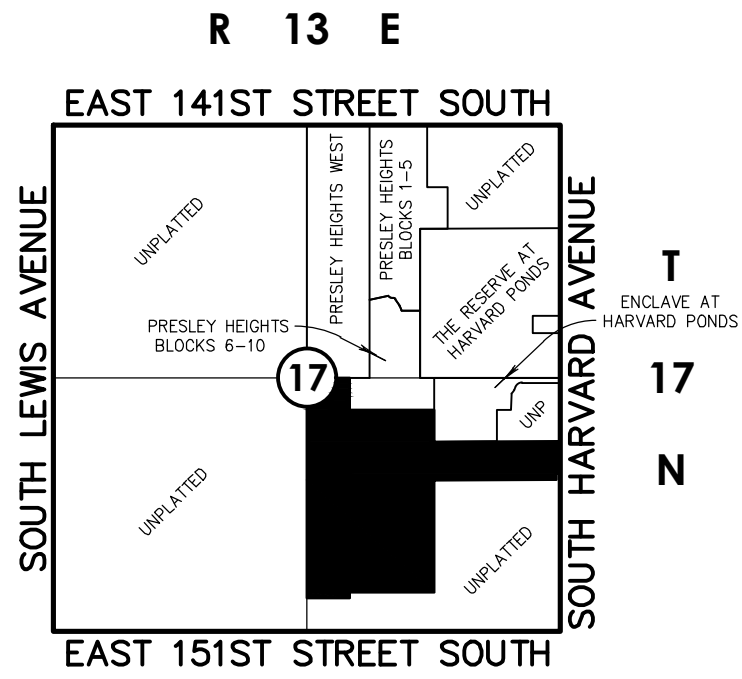
Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	54.98'	35.00'	90°00'00"	N46°10'36"W	49.50'
2	54.98'	35.00'	90°00'00"	N43°49'24"E	49.50'
3	192.91'	775.00'	14°15'42"	N81°41'32"E	192.41'
4	113.97'	775.00'	8°25'33"	N84°36'37"E	113.87'
5	382.95'	750.00'	29°15'18"	N89°11'20"E	378.80'
6	326.99'	800.00'	23°25'09"	N87°53'35"W	324.72'
7	198.13'	750.00'	15°08'10"	N83°45'06"W	197.55'
8	211.34'	800.00'	15°08'10"	N83°45'06"W	210.72'
9	39.22'	25.00'	89°52'39"	N43°44'30"E	35.32'
10	39.32'	25.00'	90°07'21"	N46°15'30"W	35.39'
11	39.40'	25.00'	90°18'12"	N46°10'16"W	35.45'
12	39.22'	25.00'	89°52'28"	N43°44'25"E	35.32'
13	41.06'	25.00'	94°06'29"	N41°37'24"E	36.60'
14	39.32'	25.00'	90°07'32"	N46°15'35"W	35.39'
15	39.22'	25.00'	89°52'32"	N43°44'27"E	35.32'
16	16.09'	25.00'	36°52'12"	N43°37'55"W	15.81'
17	142.75'	50.00'	163°34'36"	N43°43'17"E	98.97'
18	16.07'	25.00'	36°49'52"	N72°54'21"W	15.80'
19	39.27'	25.00'	90°00'04"	N43°40'41"E	35.36'
20	39.27'	25.00'	89°59'56"	N46°19'19"W	35.35'
21	92.53'	750.00'	7°04'08"	N4°43'53"W	92.47'
22	86.36'	700.00'	7°04'08"	N4°43'53"W	86.31'
23	39.27'	25.00'	90°00'00"	N46°11'49"W	35.36'
24	39.27'	25.00'	90°00'00"	N43°48'11"E	35.36'
25	110.99'	300.00'	21°11'49"	N80°35'55"W	110.36'
26	92.49'	250.00'	21°11'49"	N80°35'55"W	91.96'
27	30.77'	25.00'	70°31'44"	N34°44'08"W	28.87'
28	123.10'	50.00'	141°03'27"	N70°00'00"W	94.28'
29	30.77'	25.00'	70°31'44"	N74°44'08"E	28.87'
30	41.03'	25.00'	94°02'18"	N21°11'22"W	36.58'
31	41.03'	25.00'	94°02'18"	N72°50'56"E	36.58'
32	232.91'	785.00'	17°00'00"	N61°30'00"W	232.06'



SUBDIVISION CONTAINS:
ONE-HUNDRED SEVENTY-SIX (176) LOTS
IN TEN (10) BLOCKS
WITH FOUR (4) RESERVES

GROSS SUBDIVISION AREA: 73.849 ACRES



Location Map

Scale: 1"= 2000'



NORTH

OWNER:
Posey Creek 151, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
ANGIE MARSHALL, MANAGER
10024 South Hudson Avenue
Tulsa, Oklahoma 74137
Phone: (918)698-6767

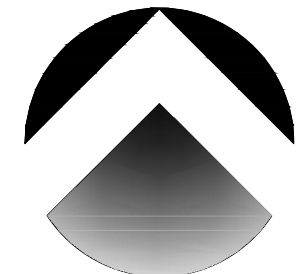
Preliminary Plat

Posey Creek 151

PART OF THE SOUTHEAST QUARTER (SE/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

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



NORTH

Scale: 1"= 100'
Tanner Consulting

LEGEND

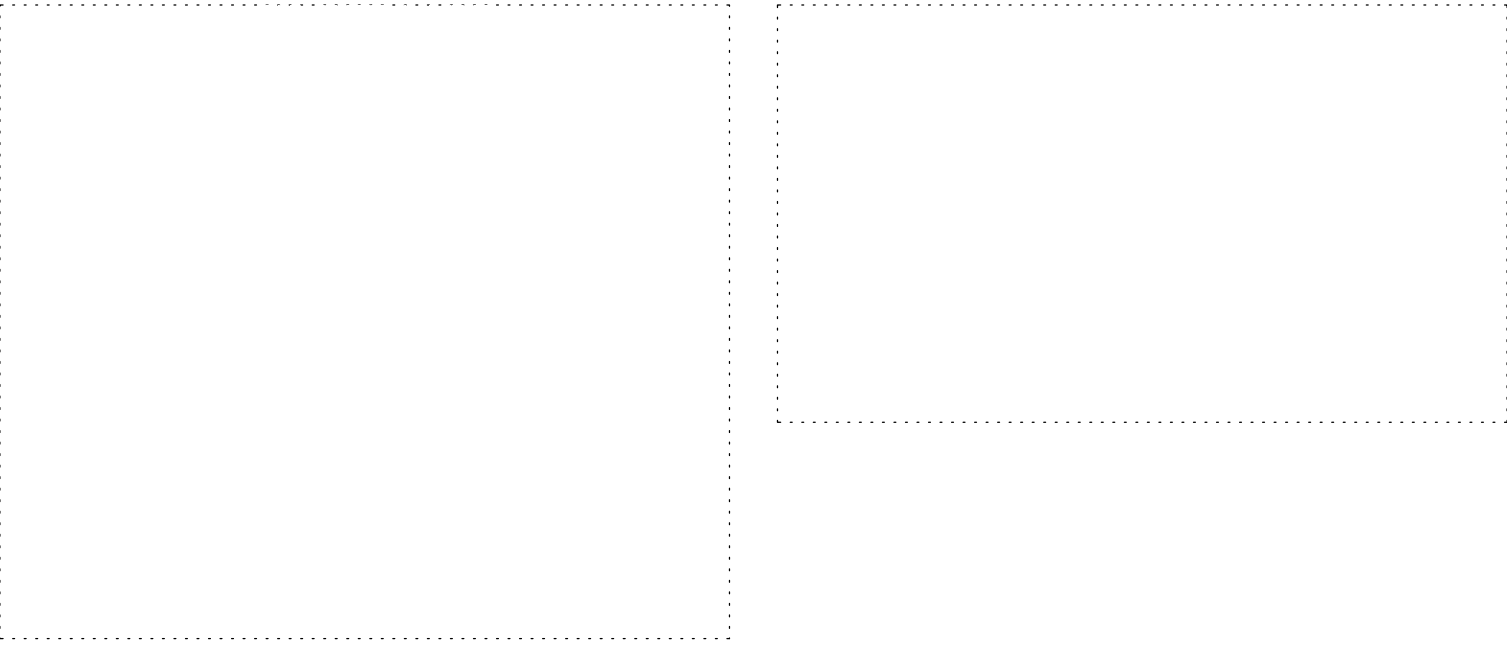
- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DOC DOCUMENT
- ESMT EASEMENT
- GOV'T GOVERNMENT
- LNA LIMITS OF NO ACCESS
- ODE OVERLAND DRAINAGE EASEMENT
- RES. RESERVE
- R/W RIGHT-OF-WAY
- S&DE STORM AND DRAINAGE EASEMENT
- U/E UTILITY EASEMENT
- 1234 ADDRESS ASSIGNED
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (8501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
(a) BRASS CAP STEM AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SW/4) OF SECTION 17;
(b) FOUND BRASS CAP STEM AT THE SOUTHEAST CORNER OF SECTION 17;
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°10' 36" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BIXBY AND ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH HARVARD AVENUE BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
- ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED BY THE CITY OF BIXBY

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
33	115.74'	350.00'	18°56'50"	N62°28'25"W	115.22'
34	99.21'	300.00'	18°56'50"	N62°28'25"W	98.76'
35	44.87'	25.00'	102°50'23"	N20°31'39"W	39.09'
36	44.87'	25.00'	102°50'23"	N56°37'59"E	39.09'
37	216.49'	300.00'	41°20'50"	N19°28'36"E	211.83'
38	79.01'	250.00'	18°06'28"	N39°56'46"E	78.68'
39	35.41'	25.00'	81°09'00"	N0°25'30"W	32.52'
40	21.03'	25.00'	48°11'23"	N65°05'41"W	20.41'
41	241.19'	50.00'	276°22'46"	N49°00'00"E	66.67'
42	21.03'	25.00'	48°11'23"	N16°54'19"W	20.41'
43	39.27'	25.00'	90°00'00"	N86°00'00"W	35.36'
44	38.24'	25.00'	87°38'55"	N5°10'32"E	34.62'
45	155.03'	50.00'	177°38'55"	N50°10'32"E	99.98'
46	67.46'	300.00'	12°53'05"	N47°26'32"W	67.32'
47	72.25'	350.00'	11°49'37"	N47°58'16"W	72.12'
48	43.92'	25.00'	100°39'33"	N3°33'18"W	38.49'
49	38.53'	25.00'	88°17'59"	N81°57'56"E	34.83'
50	39.31'	550.00'	4°05'43"	N46°57'08"E	39.30'
51	35.43'	25.00'	81°12'39"	N85°30'36"E	32.54'
52	275.87'	300.00'	52°41'15"	N27°32'27"W	266.25'
53	321.85'	350.00'	52°41'15"	N27°32'27"W	310.63'
54	40.01'	25.00'	91°42'01"	N8°02'04"W	35.88'
55	30.77'	25.00'	70°31'44"	N73°04'48"E	28.87'
56	87.99'	50.00'	100°50'04"	N57°55'38"E	77.07'
57	157.08'	50.00'	180°00'01"	N82°29'23"W	100.00'
58	26.45'	50.00'	30°18'20"	N22°39'46"E	26.14'
59	121.32'	300.00'	23°10'13"	N37°24'53"E	120.49'
60	101.10'	250.00'	23°10'13"	N37°24'53"E	100.41'



Preliminary Plat

Posey Creek 151

PART OF THE SOUTHEAST QUARTER (SE/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:

POSEY CREEK 151, 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:

(KING TRACT)

PER TRUSTEE'S DEED DATED AUGUST 30TH, 2002, AND FILED OF RECORD SEPTEMBER 11, 2002 IN BOOK 6822 ON PAGE 69 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA:

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 S/2 NE/4 SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

AND ALSO:

(WEST TRACT)

PER GENERAL WARRANTY DEED DATED THE 3RD DAY OF AUGUST, 2021, AND FILED OF RECORD AUGUST 04, 2021, AS DOCUMENT NO. 2021090131 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA:

A TRACT OF LAND LOCATED WITHIN THE WEST HALF OF THE SOUTHWEST QUARTER (W/2 SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE SOUTH 88°41'08" WEST AND ALONG THE SOUTH LINE OF SAID SE/4 FOR A DISTANCE OF 2203.75 FEET; THENCE NORTH 1°11'04" WEST FOR A DISTANCE OF 363.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°41'08" WEST FOR A DISTANCE OF 443.55 FEET TO A POINT ON THE WEST LINE OF SAID SE/4; THENCE NORTH 1°11'49" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 2290.80 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID SE/4; THENCE NORTH 88°40'38" EAST AND ALONG THE NORTH LINE OF SAID SE/4 FOR A DISTANCE OF 444.05 FEET; THENCE SOUTH 1°11'04" EAST FOR A DISTANCE OF 2290.86 FEET TO THE POINT OF BEGINNING.

AND ALSO:

(EAST TRACT)

PER GENERAL WARRANTY DEED DATED THE 26TH DAY OF JULY, 2021, AND FILED OF RECORD JULY 30, 2021, AS DOCUMENT NO. 2021088608 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA:

THE EAST 880 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4) OF SECTION SEVENTEEN (17), 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: **BEGINNING** AT THE NORTHEAST CORNER OF SAID NW/4 SE/4, SAID CORNER ALSO BEING NORTHWEST CORNER OF LOT ONE (1), BLOCK THREE (3), THE ENCLAVE AT HARVARD PONDS, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5995); THENCE SOUTH 1°11'04" EAST AND ALONG THE EAST LINE OF NW/4 SE/4, SAID LINE ALSO BEING THE WEST LINE OF SAID ADDITION, FOR A DISTANCE OF 333.58 FEET TO THE SOUTHWEST CORNER OF LOT ONE (1), BLOCK FOUR (4), OF SAID ADDITION; THENCE SOUTH 88°40'39" WEST AND PARALLEL WITH THE NORTH LINE OF THE NW/4 SE/4 FOR A DISTANCE OF 880.00 FEET TO A POINT; THENCE NORTH 1°11'04" WEST FOR A DISTANCE OF 333.58 FEET TO A POINT ON SAID NORTH LINE; THENCE NORTH 88°40'39" EAST AND ALONG THE NORTH LINE FOR A DISTANCE OF 880.00 FEET TO THE **POINT OF BEGINNING**.

LESS AND EXCEPT THE SOUTH 420.50 FEET THEREOF AND **LESS AND EXCEPT** A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SECTION SEVENTEEN (17), 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: **BEGINNING** AT THE NORTHEAST CORNER OF SAID NW/4 SE/4, SAID CORNER ALSO BEING NORTHWEST CORNER OF LOT ONE (1), BLOCK THREE (3), THE ENCLAVE AT HARVARD PONDS, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5995); THENCE SOUTH 1°11'04" EAST AND ALONG THE EAST LINE OF NW/4 SE/4, SAID LINE ALSO BEING THE WEST LINE OF SAID ADDITION, FOR A DISTANCE OF 333.58 FEET TO THE SOUTHWEST CORNER OF LOT ONE (1), BLOCK FOUR (4), OF SAID ADDITION; THENCE SOUTH 88°40'39" WEST AND PARALLEL WITH THE NORTH LINE OF THE NW/4 SE/4 FOR A DISTANCE OF 880.00 FEET TO A POINT; THENCE NORTH 1°11'04" WEST FOR A DISTANCE OF 333.58 FEET TO A POINT ON SAID NORTH LINE; THENCE NORTH 88°40'39" EAST AND ALONG THE NORTH LINE FOR A DISTANCE OF 880.00 FEET TO THE **POINT OF BEGINNING**.

AND

THE NORTH 70 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (S/2 S/2 NE/4 SE/4) OF SECTION SEVENTEEN (17), 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.

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

- (1) 3/8" IRON PIN FOUND WITH RED CAP AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 17;
- (2) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 17;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°41'08" EAST.

POSEY CREEK 151, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS AND STREETS AND HAS DESIGNATED THE SAME AS "POSEY CREEK 151", 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 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

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

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

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

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON THEIR LOT 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 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, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

2. 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 SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

3. 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 SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

4. 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.

5. 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.

6. 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.

7. 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 OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

1. 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

1. THE OWNER OF THE LOT 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. STORM AND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER HEREBY ESTABLISHES AND DEDICATES TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE STORM AND DRAINAGE EASEMENTS ON, OVER AND ACROSS RESERVES A, B, C, D, E, AND F, AS DEPICTED ON THE ACCOMPANYING PLAT, 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.

2. THE STORMWATER DETENTION AND DRAINAGE FACILITIES CONSTRUCTED IN STORM AND 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.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN STORM AND 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.

4. THE STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, WHICH SHALL BE THE OWNER/DEVELOPER UNTIL SUCH TIME AS THE LOTS OR RESERVE AREAS CONTAINING THE EASEMENTS ARE CONVEYED TO THE HOMEOWNERS' ASSOCIATION, WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES. MAINTENANCE OF THE EASEMENT AREAS SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, AND RETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENT SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

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

4. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE STORM AND DRAINAGE EASEMENT INCLUDING, WITHOUT LIMITATION, RESERVES _____, SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, OR OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE EASEMENT AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF THE EASEMENT AREA OR LOT OR RESERVE AREA CONTAINING SAME TO THE ASSOCIATION. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT FAILS TO PAY THE COSTS OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO THE EASEMENT; OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY. A LIEN AS PROVIDED IMMEDIATELY ABOVE MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

SECTION II. - RESERVE AREAS

A. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVE AREAS A, B, C, D, E, AND F ARE HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING STORMWATER DRAINAGE AND DETENTION, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW), FORMED PURSUANT TO SECTION V HEREOF. IN ADDITION TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, SUCH RESERVE AREAS, THE PRIVATE FACILITIES AND IMPROVEMENTS, ARE INTENDED TO BE AND ARE HEREBY DECLARED TO BE AND ARE RESERVED FOR USE BY THE OWNERS OF THE LOTS WITHIN ADDITIONAL

SUBDIVISION(S) THAT DEVELOPER, ITS SUCCESSORS AND ASSIGNS MAY DEVELOP FROM TIME TO TIME. ALL THE OWNERS OF THE LOTS WITHIN SUCH ADDITIONAL SUBDIVISION(S) SHALL BE MEMBERS OF THE ASSOCIATION AND SHALL CONTRIBUTE ON THE SAME PER LOT BASIS, AS THE OWNERS OF THE LOTS IN THE SUBDIVISION, TO THE MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF SUCH COMMON AREAS, THE PRIVATE FACILITIES AND IMPROVEMENTS.

B. RESERVES A AND B

RESERVES A AND B, AS DESIGNATED ON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE PURPOSES OF PROVIDING STORMWATER DRAINAGE AND DETENTION, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW), TO BE FORMED PURSUANT TO SECTION IV HEREOF, FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE RESERVE AREAS, PRIVATE IMPROVEMENTS, AND OTHER COMMON AREAS OF THE SUBDIVISION.

C. RESERVES C AND D

RESERVES C AND D, AS DESIGNATED ON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE PURPOSES OF INCLUDING STORMWATER DRAINAGE AND DETENTION, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARK, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW), TO BE FORMED PURSUANT TO SECTION IV HEREOF, FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE RESERVE AREAS, PRIVATE IMPROVEMENTS, AND OTHER COMMON AREAS OF THE SUBDIVISION.

D. MAINTENANCE

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF PRIVATE IMPROVEMENTS AND RECREATIONAL FACILITIES LOCATED THEREIN, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE ASSOCIATION (AS DEFINED BELOW) AS PROVIDED IN SECTION IV HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA BY THE OWNER/DEVELOPER TO THE ASSOCIATION.

2. ALL COMMON SPACE WITHIN ALL RESERVE AREAS, INCLUDING ENTRY FEATURES AND AREAS OF GRASS, AND THE GRASS-COVERED AREAS OF THE ADJACENT SOUTH HARVARD AVENUE RIGHT-OF-WAY, SHALL BE MAINTAINED AS TO SCHEDULE AND STANDARD OF CARE AS DETERMINED APPROPRIATE BY THE ASSOCIATION (AS DEFINED BELOW). AT A MINIMUM, THE GRASS-COVERED AREAS OF THE RESERVE AREAS AND ADJACENT RIGHT-OF-WAY SHALL BE MOWED EVERY 7 - 10 DAYS DURING THE GROWING SEASON.

3. IN THE EVENT ANY RESERVE AREA OWNER FAILS TO MAINTAIN SUCH RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF, WHICH SHALL BE THE ASSOCIATION (AS DEFINED BELOW), AS SET FORTH IN SECTION IV HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. IN THE EVENT THE RESERVE AREA OWNER FAILS TO TIMELY PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION (AS DEFINED BELOW), PROVIDED, HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS; OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY. A LIEN AS PROVIDED IMMEDIATELY ABOVE MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

E. INDEMNIFICATION OF OWNER AND CITY

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

Preliminary Plat

Posey Creek 151

PART OF THE SOUTHEAST QUARTER (SE/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. - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-_____ ("POSEY CREEK 151") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-_____ WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON _____, AND APPROVED BY THE BIXBY CITY COUNCIL ON _____, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. _____) APPROVED _____, 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. GENERAL

1. 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-_____, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-_____ AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE

THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE AS SUCH PROVISIONS EXISTED ON [INSERT CITY COUNCIL APPROVAL DATE].

B. DEVELOPMENT STANDARDS

GROSS LAND AREA:	3,220,342 SF	73.929 AC
NET LAND AREA:	3,216,842 SF	73.849 AC
PERMITTED USES:	USE UNIT 6 DETACHED SINGLE-FAMILY DWELLINGS AND CUSTOMARY ACCESSORY USES; USE UNIT 5 COMMON AREA FACILITIES SUCH AS NEIGHBORHOOD PARK, PLAYGROUND, AND RECREATIONAL OPEN SPACE.	
MAXIMUM NUMBER OF LOTS:	197	
MINIMUM LOT WIDTH†:	65 FT; MAXIMUM 20% OF LOTS MAY BE 60 FT	
MINIMUM LOT SIZE:	6,900 SF	
MINIMUM LAND AREA PER DWELLING UNIT:	8,400 SF *	
MAXIMUM BUILDING HEIGHT:	2 STORIES AND 35 FT **	
OFF-STREET PARKING AND YARD COVERAGE:	MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT. OFF-STREET PARKING SHALL NOT EXCEED 75% OF THE REQUIRED FRONT YARD WIDTH OR AREA.	
MINIMUM LIVABILITY SPACE:	4,000 SF ***	
MINIMUM YARD SETBACKS:	FRONT YARD: 25 FT REAR YARD: 20 FT SIDE YARD (INTERIOR): 5 FT SIDE YARD ABUTTING A STREET: 10 FT DWELLING; 20 FT GARAGE	
OTHER BULK AND AREA REQUIREMENTS:	AS REQUIRED WITHIN THE RS-3 DISTRICT	
MINIMUM DWELLING SIZE:	1,700	
FIRST FLOOR EXTERIOR MATERIALS:	10% MASONRY ****	

* MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF LOTS TO GROSS LAND AREA AS PROVIDED IN ZONING CODE SECTION 11-71-5.A.1. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.

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

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

**** MASONRY SHALL INCLUDE BRICK, NATURAL OR MANUFACTURED STONE, AND STUCCO. MINIMUM MASONRY PERCENTAGES SHALL EXCLUDE WINDOWS, DOORS, AND BENEATH COVERED PATIOS AND PORCHES.

† DEFINED AS THE AVERAGE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES, WHICH IS AS IT IS PRESENTLY DEFINED IN THE BIXBY ZONING CODE.

C. ACCESS AND CIRCULATION

AS DESIGNED, THE SUBDIVISION WILL HAVE ITS PRINCIPAL POINT OF ACCESS ON SOUTH HARVARD AVENUE NEAR THE CENTER OF ITS FRONTAGE. TWO (2) STREET CONNECTIONS ARE PROPOSED TO STUB STREETS IN PRESLEY HEIGHTS BLOCKS 6-10 AND AN ADDITIONAL CONNECTION IS PROPOSED TO THE PLANNED STUB STREET IN PRESLEY HEIGHTS WEST. RIGHT-OF-WAY WILL BE DEDICATED FOR THE SOUTH HARVARD AVENUE ARTERIAL STREET FRONTAGE. ALL OTHER STREETS WITHIN THE SUBDIVISION WILL BE LOCAL, MINOR RESIDENTIAL STREETS.

STREETS SERVING POSEY CREEK 151 ARE PROPOSED TO BE PUBLIC, BUT WILL HAVE THE OPTION OF PRIVATE, GATED STREETS, PER THIS PUD. WHETHER PUBLIC OR PRIVATE, STREETS SHALL BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS OF THE CITY OF BIXBY FOR MINOR PUBLIC STREETS; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS THROUGH PLATTING INCLUDING, BUT NOT LIMITED TO, PRIVATE, GATED STREETS WITH REDUCED WIDTH RIGHTS-OF-WAY. ANY DIVIDED, BOULEVARD STREETS SEPARATED BY PRIVATE LANDSCAPED ISLANDS MAY HAVE ONE-WAY LANES MEETING RIGHT-OF-WAY WIDTH REQUIREMENTS IN AGGREGATE AND SHALL OTHERWISE BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS DETERMINED BY THE CITY OF BIXBY DURING THE PLATTING STAGE. ANY GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE.

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

D. SIGNS

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

E. 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.

F. CITY DEPARTMENT REQUIREMENTS

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

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 "POSEY CREEK 151", 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, 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 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-_____ 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-_____ UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS WITHIN SECTION II. RESERVE AREAS 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 POSEY CREEK 151 OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION II. 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 [DATE OF CITY COUNCIL APPROVAL OF FINAL PLAT], OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2022.

POSEY CREEK 151, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
[TITLE]

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2022, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF POSEY CREEK 151, LLC TO THE FOREGOING INSTRUMENT, AS ITS _____ AND ACKNOWLEDGED TO ME THAT _____ EXECUTED THE SAME AS _____ FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF POSEY CREEK 151, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

NOTARY PUBLIC

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 "POSEY CREEK 151", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

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



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

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 2022, PERSONALLY APPEARED TO ME DAN E. TANNER, 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.

MY COMMISSION EXPIRES

NOTARY PUBLIC



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

STAFF COMMENTARY

To: City of Bixby, City Council
From: Carolyn Back, Development Services Director/City Planner
Date: Monday, January 24, 2022
RE: Posey Creek 151 Rezone (BXZO-21.22); Planned Unit Development (BXPUD-21.14)
Location: Northwest of the NW/c of East 151st Street South and South Harvard Avenue
Bixby, Oklahoma 74008
Applicant: Tanner Consulting, LLC – Erik Enyart

STAFF REVIEW

Project Overview per PUD and Plat:

# of Acres (Gross) 73.929 Acres (+/-)	# of Acres (Net) 73.849 Acres (+/-)	Max # Lots 197	Min. Lot Width 65 ft, with up to 20% of lots at 60 ft wide
Zoning & Permitted Uses RS-3 Uses by Right PUD-21.14	Bulk & Area Per RS-3 requirements	Max Bldg Height 2-stories And 35 feet	Min Lot SF 6,900 SF
Use Unit 5 Common Area facilities – parks, playgrounds, open space	Use Unit 6 Detached Single Family dwellings	1st Floor Exterior 100% Masonry	Min. Dwelling SF 1,700

Recent Planning Commission Recommendation for Approval:

01.18.22 Rezone
01.18.22 Planned Unit Development

Staff Comments:

1. Staff recommends approval of Posey Creek 151 Rezone and PUD,

Published in the Tulsa World,
City of Bixby, Tulsa County, Oklahoma _____, 2021

ORDINANCE No. 2384

AN ORDINANCE AMENDING ORDINANCE NUMBER 272; REZONING A TRACT OF LAND, AS MORE PARTICULARLY DESCRIBED IN THIS ORDINANCE, FROM AG (AGRICULTURE) TO RS-3 (RESIDENTIAL SINGLE-FAMILY) CLASSIFICATION FOR POSEY CREEK 151 (BXZO-21.22) WITH SUPPLEMENTAL ZONING BXPUD-21.14; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA:

Section 1. That Ordinance No. 2384 be and the same is now amended and the following described property, to-wit:

SEE ATTACHED LEGAL DESCRIPTIONS

Located Northwest of the northwest corner of East 151st Street South and South Harvard Avenue, Bixby, Oklahoma, (BXZO-21.22) with supplemental zoning (BXPUD-21.14), be and the same is now rezoned from AG (Agriculture) to residential Single-Family (RS-3) classification.

Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this Ordinance or any part is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Section 3. EMERGENCY CLAUSE. That because this Ordinance is essential to the proper and orderly growth of the City of Bixby, an Emergency is now declared to exist for the preservation of the public peace, health and safety, by reason whereof second reading of this Ordinance is waived and this Ordinance shall take effect and be in force immediately upon its passage.

APPROVED in an open meeting of the Bixby City Council and PASSED by an affirmative majority vote of the entire membership of the City Council, to-wit: YES, NO,
 ABSTAINING, ABSENT, on this _____ day of _____, 2021.

Mayor of the City of Bixby, Oklahoma

APPROVED as an Emergency Measure ruled upon separately and PASSED by an affirmative majority vote of at least four-fifths (4/5) of the entire membership of the Bixby City Council, to-wit: YES,
 NO, ABSTAINING, ABSENT, on this _____ day of _____, 2021.

Mayor of the City of Bixby, Oklahoma

(Seal)

ATTEST:

City Clerk

APPROVED:

City Attorney

Exhibit "A"

Posey Creek 151, Bixby, Tulsa County, OK

PUD Tract Description

Description

(KING TRACT)

PER TRUSTEE'S DEED DATED AUGUST 30TH, 2002, AND FILED OF RECORD SEPTEMBER 11, 2002 IN BOOK 6822 ON PAGE 69 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA:

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 S/2 NE/4 SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

AND ALSO:

(WEST TRACT)

PER GENERAL WARRANTY DEED DATED THE 3RD DAY OF AUGUST, 2021, AND FILED OF RECORD AUGUST 04, 2021, AS DOCUMENT NO. 2021090131 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA:

A TRACT OF LAND LOCATED WITHIN THE WEST HALF OF THE SOUTHWEST QUARTER (W/2 SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE SOUTH 88°41'08" WEST AND ALONG THE SOUTH LINE OF SAID SE/4 FOR A DISTANCE OF 2203.75 FEET; THENCE NORTH 1°11'04" WEST FOR A DISTANCE OF 363.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°41'08" WEST FOR A DISTANCE OF 443.55 FEET TO A POINT ON THE WEST LINE OF SAID SE/4; THENCE NORTH 1°11'49" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 2290.80 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID SE/4; THENCE NORTH 88°40'38" EAST AND ALONG THE NORTH LINE OF SAID SE/4 FOR A DISTANCE OF 444.05 FEET; THENCE SOUTH 1°11'04" EAST FOR A DISTANCE OF 2290.86 FEET TO THE POINT OF BEGINNING.

AND ALSO:

(EAST TRACT)

PER GENERAL WARRANTY DEED DATED THE 26TH DAY OF JULY, 2021, AND FILED OF RECORD JULY 30, 2021, AS DOCUMENT NO. 2021088608 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA:

THE EAST 880 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4) OF SECTION SEVENTEEN (17), 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,

LESS AND EXCEPT THE SOUTH 420.50 FEET THEREOF AND **LESS AND EXCEPT** A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SECTION SEVENTEEN (17), 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: **BEGINNING** AT THE NORTHEAST CORNER OF SAID NW/4 SE/4, SAID CORNER ALSO BEING NORTHWEST CORNER OF LOT ONE (1), BLOCK THREE (3), THE ENCLAVE AT HARVARD PONDS, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5995); THENCE SOUTH $1^{\circ}11'04''$ EAST AND ALONG THE EAST LINE OF NW/4 SE/4, SAID LINE ALSO BEING THE WEST LINE OF SAID ADDITION, FOR A DISTANCE OF 333.58 FEET TO THE SOUTHWEST CORNER OF LOT ONE (1), BLOCK FOUR (4), OF SAID ADDITION; THENCE SOUTH $88^{\circ}40'39''$ WEST AND PARALLEL WITH THE NORTH LINE OF THE NW/4 SE/4 FOR A DISTANCE OF 880.00 FEET TO A POINT; THENCE NORTH $1^{\circ}11'04''$ WEST FOR A DISTANCE OF 333.58 FEET TO A POINT ON SAID NORTH LINE; THENCE NORTH $88^{\circ}40'39''$ EAST AND ALONG THE NORTH LINE FOR A DISTANCE OF 880.00 FEET TO THE **POINT OF BEGINNING**.

AND

THE NORTH 70 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (S/2 S/2 NE/4 SE/4) OF SECTION SEVENTEEN (17), 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.

Exhibit "B"

Posey Creek 151, Bixby, Tulsa County, OK

RS-3 Zoning Tract Description

Description

(KING TRACT)

PER TRUSTEE'S DEED DATED AUGUST 30TH, 2002, AND FILED OF RECORD SEPTEMBER 11, 2002 IN BOOK 6822 ON PAGE 69 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA:

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 S/2 NE/4 SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

AND ALSO:

(WEST TRACT)

PER GENERAL WARRANTY DEED DATED THE 3RD DAY OF AUGUST, 2021, AND FILED OF RECORD AUGUST 04, 2021, AS DOCUMENT NO. 2021090131 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA:

A TRACT OF LAND LOCATED WITHIN THE WEST HALF OF THE SOUTHWEST QUARTER (W/2 SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE SOUTH 88°41'08" WEST AND ALONG THE SOUTH LINE OF SAID SE/4 FOR A DISTANCE OF 2203.75 FEET; THENCE NORTH 1°11'04" WEST FOR A DISTANCE OF 363.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°41'08" WEST FOR A DISTANCE OF 443.55 FEET TO A POINT ON THE WEST LINE OF SAID SE/4; THENCE NORTH 1°11'49" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 2290.80 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID SE/4; THENCE NORTH 88°40'38" EAST AND ALONG THE NORTH LINE OF SAID SE/4 FOR A DISTANCE OF 444.05 FEET; THENCE SOUTH 1°11'04" EAST FOR A DISTANCE OF 2290.86 FEET TO THE POINT OF BEGINNING; **LESS AND EXCEPT** THE SOUTH 357.50 FEET THEREOF.

AND ALSO:

(EAST TRACT)

PER GENERAL WARRANTY DEED DATED THE 26TH DAY OF JULY, 2021, AND FILED OF RECORD JULY 30, 2021, AS DOCUMENT NO. 2021088608 IN THE RECORDS OF THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA:

THE EAST 880 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4) OF SECTION SEVENTEEN (17), 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,

LESS AND EXCEPT THE SOUTH 420.50 FEET THEREOF AND **LESS AND EXCEPT** A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SECTION SEVENTEEN (17), 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: **BEGINNING** AT THE NORTHEAST CORNER OF SAID NW/4 SE/4, SAID CORNER ALSO BEING NORTHWEST CORNER OF LOT ONE (1), BLOCK THREE (3), THE ENCLAVE AT HARVARD PONDS, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5995); THENCE SOUTH 1°11'04" EAST AND ALONG THE EAST LINE OF NW/4 SE/4, SAID LINE ALSO BEING THE WEST LINE OF SAID ADDITION, FOR A DISTANCE OF 333.58 FEET TO THE SOUTHWEST CORNER OF LOT ONE (1), BLOCK FOUR (4), OF SAID ADDITION; THENCE SOUTH 88°40'39" WEST AND PARALLEL WITH THE NORTH LINE OF THE NW/4 SE/4 FOR A DISTANCE OF 880.00 FEET TO A POINT; THENCE NORTH 1°11'04" WEST FOR A DISTANCE OF 333.58 FEET TO A POINT ON SAID NORTH LINE; THENCE NORTH 88°40'39" EAST AND ALONG THE NORTH LINE FOR A DISTANCE OF 880.00 FEET TO THE **POINT OF BEGINNING**.

AND

THE NORTH 70 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (S/2 S/2 NE/4 SE/4) OF SECTION SEVENTEEN (17), 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.



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

STAFF COMMENTARY

To: City of Bixby, City Council
From: Carolyn Back, Development Services Director/City Planner
Date: Monday, January 24, 2022
RE: The Flats at 151 Rezone (BXZO-21.23); Planned Unit Development (BXPUD-21.15)
Location: 151st, North side of the roadway between Montgomery St. and Riverview Rd.
1.799 Acres (+/-)
Applicant: Tanner Consulting, LLC – Erik Enyart

STAFF REVIEW

Project Overview per PUD and Plat:

# of Acres (Gross) 4.100 Acres (+/-)	# of Acres (Net) 1.799 Acres (+/-)	Max FAR N/A	Max Allowed Non-residential SF 9,266 SF
Zoning & Permitted Uses CS Uses by Right* RM-3 Uses by Right* PUD-21.15	*Prohibited Uses Sexually Oriented Businesses (per 11-7D-6), mega events, residential treatment centers, and transitional living centers (per Use Unit 5), medical marijuana dispensaries (per Use Unit 13) Dry cleaner / laundry and uses customarily accessory to permitted uses (per Use Unit 15)	Max Bldg Height 3-stories 48 feet + architectural features extending to 53'	Approx Apartment SF 600 SF – 1,547 SF Max Number of Dwelling Units: 88

Applicable Use Units: • 5* • 13* • 15* (See BXPUD-21.15 III. Development Standards for Permitted and Excluded Uses)	Bulk & Area Per PUD Development Standards; Other Requirements Per CH District (See BXPUD-21.15 III. Development Standards for additional information on requirements)	Off-street parking - Residential 1 space per dwelling unit	Off-street parking - Commercial 1 space per 300 SF nonresidential floor area
---	---	---	--

Recent Planning Commission Recommendation for Approval:

01.18.22 Rezone
01.18.22 Planned Unit Development

Staff Comments:

1. Staff recommends approval of The Flats at 151 Rezone and PUD.



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

Staff Report

To: City of Bixby, Planning Commission
From: Carolyn Back, Development Services Director/City Planner
Date: Tuesday, January 18, 2022
Name: The Flats @ 151
(Mixed-Use Development: Commercial and Multi-family Uses)
RE: Rezone (BXZO-21.23), and Planned Unit Development (BXPUD-21.15)
Location: 151st, North side of the roadway between Montgomery St. to Riverview Rd
1.799 Acres (+/-)
STR: Section 1, Township 17N, Range 13E
Applicant: Tanner Consulting, LLC

Request:

The applicant is requesting a Rezone (BXZO-21.23) from Residential (RS-3) to Commercial Shopping (CS) and (RM-3) Residential Multi-Family

Existing Zoning; Use:

Residential (RS-3); vacant
PUD-81; Residential Multi-Family campus

Abutting Zoning; Use:

North: (RS-3) Residential, neighborhood
East: (AG) Agricultural, residential
South: (RM-3) Residential, neighborhood
West: (RM-3) Residential, neighborhood

Proposed Zoning; Use:

(CS) Commercial Shopping – Retail/Office; (RM-3) Residential Multi-Family – townhouse apartments with supplemental zoning (PUD-21.15)



Figure 1: City of Bixby Zoning Map

Utilities: City of Bixby Water, Stormwater, and Sanitary Sewer

Engineering Comments: To be addressed at permitting

Public Comments: General inquiry phone calls received – none in opposition

Staff Comments:

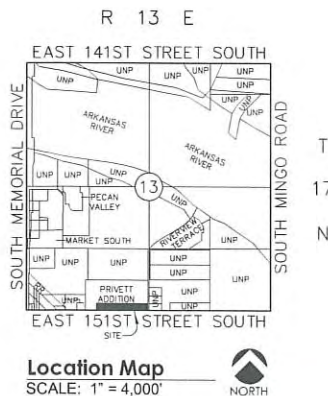
1. Staff supports Planning Commission recommendation for approval.

Attachments:

Exhibit A: BXPUD-21.15 by Tanner Consulting, December 7, 2021

The Flats @ 151

A PLANNED UNIT DEVELOPMENT (PUD) OF APPROXIMATELY 1.799 ACRES
LOCATED ALONG THE NORTH SIDE OF E. 151ST ST. S. BETWEEN N. MONTGOMERY ST. & N. RIVERVIEW RD.,
CITY OF BIXBY, TULSA COUNTY, OKLAHOMA



DECEMBER 7, 2021

OWNER/DEVELOPER:
PRECISION PROJECT MANAGEMENT, INC
c/o DANIEL RUHL
9128 S BRADEN AVE, SUITE 201
TULSA, OK 74137
(918)970-6102

APPLICANT/CONSULTANT:
TANNER CONSULTING LLC
c/o ERIK ENYART
5323 S LEWIS AVE
TULSA, OK 74105
EENYART@TANNERBAITSHOP.COM



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I. PROPERTY DESCRIPTION

The Flats @ 151 consists of 1.799 acres located along the north side of East 151st Street South between North Montgomery Street and North Riverview Road in the City of Bixby, Oklahoma, and is more particularly described with the following statement:

(PART OF BLOCK 3, "PRIVETT ADDITION")

A TRACT OF LAND THAT IS A PART OF BLOCK 3, "PRIVETT ADDITION" TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 3; THENCE SOUTH 0°52'15" EAST AND ALONG THE EAST LINE OF SAID BLOCK 3 FOR A DISTANCE OF 76.83 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH, AS DESCRIBED IN QUIT CLAIM DEED, RECORDED MAY 18, 2010, AT DOCUMENT NUMBER 2010041880, COUNTY OF TULSA, STATE OF OKLAHOMA RECORDS; THENCE SOUTH 88°22'07" WEST ALONG SAID RIGHT OF WAY AS DESCRIBED IN QUIT CLAIM DEEDS, RECORDED MAY 18, 2010, AT DOCUMENTS 2010041876, 2010041877, 2010041878, 2010041879, & 2010041880, COUNTY OF TULSA, STATE OF OKLAHOMA RECORDS, FOR A DISTANCE OF 350.02 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 3, THENCE NORTH 0°52'15" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 78.69 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID BLOCK 3; THENCE NORTH 88°40'25" EAST AND ALONG THE NORTH LINE OF SAID BLOCK 3 FOR A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 27,216 SQUARE FEET OR 0.625 ACRES.

AND ALSO:

(PART OF BLOCK 2, "PRIVETT ADDITION")

A TRACT OF LAND THAT IS A PART OF BLOCK 2, "PRIVETT ADDITION" TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 2; THENCE SOUTH 0°52'15" EAST AND ALONG THE EAST LINE OF SAID BLOCK 2 FOR A DISTANCE OF 74.66 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH; THENCE SOUTH 88°22'07" WEST, AND ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 350.03 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 2, THENCE NORTH 0°52'15" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 76.52 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID BLOCK 2; THENCE NORTH 88°40'25" EAST AND ALONG THE NORTH LINE OF SAID BLOCK 2 FOR A DISTANCE OF 350.01 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 26,456 SQUARE FEET OR 0.607 ACRES.

AND ALSO:

(PART OF BLOCK 1, "PRIVETT ADDITION")

A TRACT OF LAND THAT IS A PART OF BLOCK 1, "PRIVETT ADDITION" TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE SOUTH 0°52'15" EAST AND ALONG THE EAST LINE OF SAID BLOCK 1 FOR A DISTANCE OF 72.56 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH; THENCE SOUTH

88°22'07" WEST, AND ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 336.43 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 1, THENCE NORTH 0°52'15" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 74.35 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID BLOCK 1; THENCE NORTH 88°40'25" EAST AND ALONG THE NORTH LINE OF SAID BLOCK 1 FOR A DISTANCE OF 336.41 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 24,710 SQUARE FEET OR 0.567 ACRES.

The above described property will hereinafter be referred to as the "Site" or "Subject Property" and is depicted on Exhibit A, "Aerial Photography & Boundary Depiction."

II. DEVELOPMENT CONCEPT

The Flats @ 151 is a mixed use Planned Unit Development (PUD) of 1.799 acres located along the north side of East 151st Street South between North Montgomery Street and North Riverview Road in the City of Bixby, Oklahoma. A true mixed use development, The Flats @ 151 will provide approximately 74,247 square feet of multiple residential units with retail / office spaces on the corners of each block. The site has close proximity to downtown and the design is intended to complement the downtown look and feel.

The site consists of excess land acquired and cleared by the City of Bixby for the widening and improvement of East 151st Street South in the late-2000s. After the ultimate right-of-way was established, the excess land was determined appropriate for redevelopment. The City of Bixby prepared a Request for Proposals in 2012 and distributed it at various times since, but no proposals were approved. In 2021, two (2) proposals were submitted, and The Flats @ 151 proposal was approved by the Bixby City Council on March 08, 2021, and an agreement was entered into and approved by the City Council April 26, 2021 and fully executed May 03, 2021. Pursuant to the agreement, this PUD and a companion rezoning application have been prepared and submitted.

The mixed use development will add various sized residential units ranging from 600 square feet to 1,547 square feet with options for 1 bedroom, 2 bedroom or 3 bedroom units along with outdoor patios and balconies. As planned, the use of the wood / composite panel siding in conjunction with a light colored stucco and adjacent brick façades bring a warm feeling to the development. Standing seam metal sloped roofs and low-slope membrane roofs complete the design aesthetic. The various materials, roofs, balconies, patios and unit locations produce a dynamic look and will enhance the visual appeal of the City's streetscape.

As outlined in the Bixby Zoning Code, this PUD is intended to provide a unified treatment of the development possibilities of the project site, to permit innovative land development while maintaining appropriate limitation on the character and intensity of use and assuring compatibility with adjoining and proximate properties, to permit flexibility within the development to best utilize the unique physical features of the subject property, to provide and preserve meaningful open space, and to achieve a continuity of function and design within the development.

The site is presently zoned RS-3 Single-Family Residential District with supplemental zoning Downtown Design District Overlay District. A companion application is being filed to rezone the site to RM-3 Residential Multi-Family High Density District and CS Commercial Shopping Center District (BXZO-____). Proposed zoning is reflected on Exhibit G of this PUD.

The City of Bixby 2018 Comprehensive Plan 2030 Future Land Use map provides that the requested underlying RM-3 and CS zoning districts and the densities as proposed by this PUD are in accordance with the "Mixed Use" future land use designation. Exhibit H is an excerpt of the current Future Land Use map including the site.

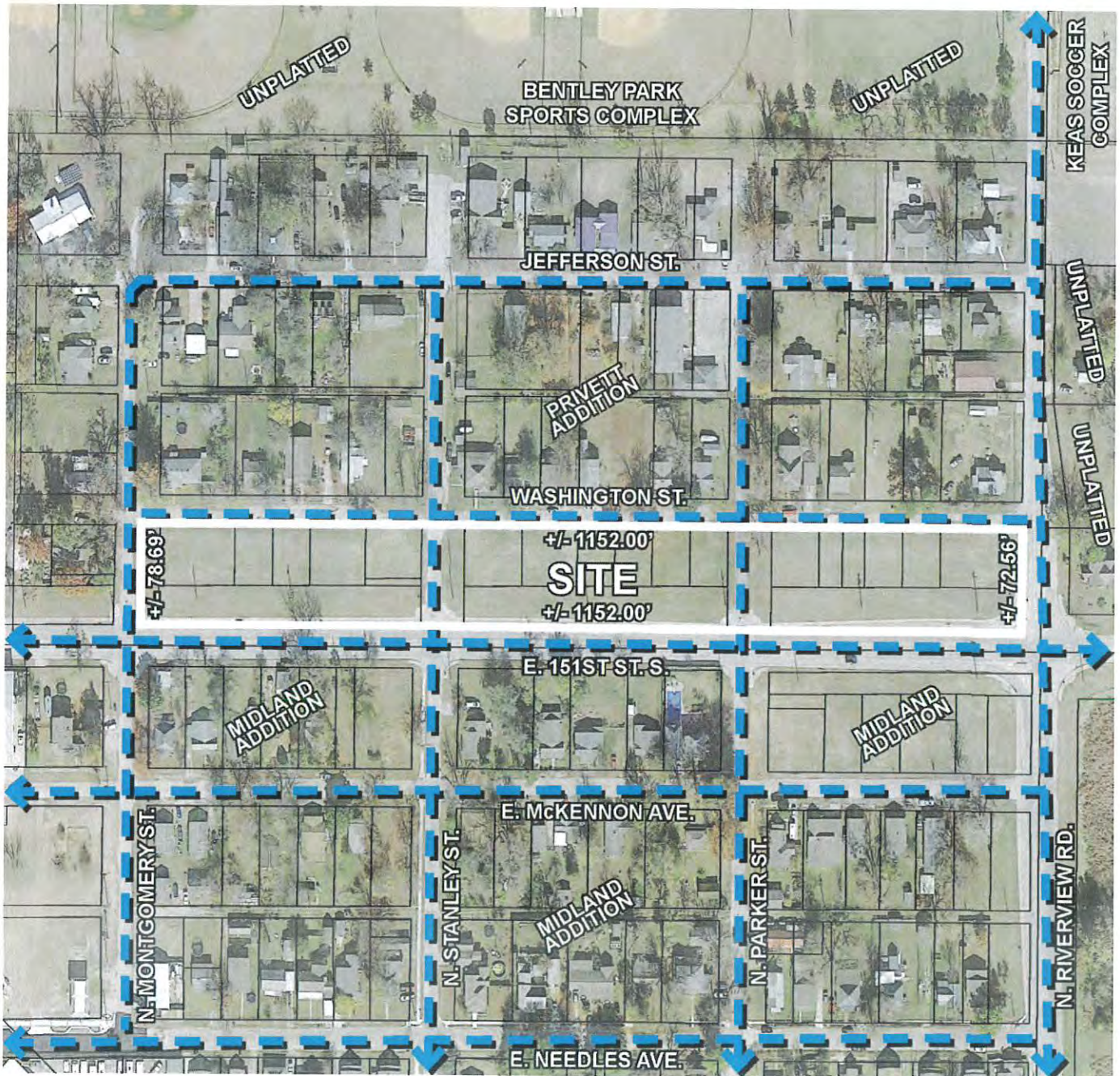
The PUD will allow the most efficient use of the land which is harmonious with the surrounding land uses, as represented on Exhibit A, "Aerial Photography & Boundary Depiction." Although subject to change, the initial design is reflected on Exhibit B "Conceptual Site Plan." The PUD shall be developed in accordance with the use and development regulations of the City of Bixby Zoning Code, except as otherwise specified herein.

Although Zoning Code Sections 11-7I-5.A.1., 11-7D-5.A., and 11-7B-4.A.1 Table 2 would permit almost 92 dwelling units with the proposed RM-3 and CS zoning districts, this PUD will restrict the development to 88 dwelling units. In addition to lowering the density otherwise permitted, this PUD will impose higher development standards than if developed with straight zoning.

The Flats @ 151

EXHIBIT A

AERIAL PHOTOGRAPHY & BOUNDARY DEPICTION
WITH ADJACENT DEVELOPMENTS LABELED

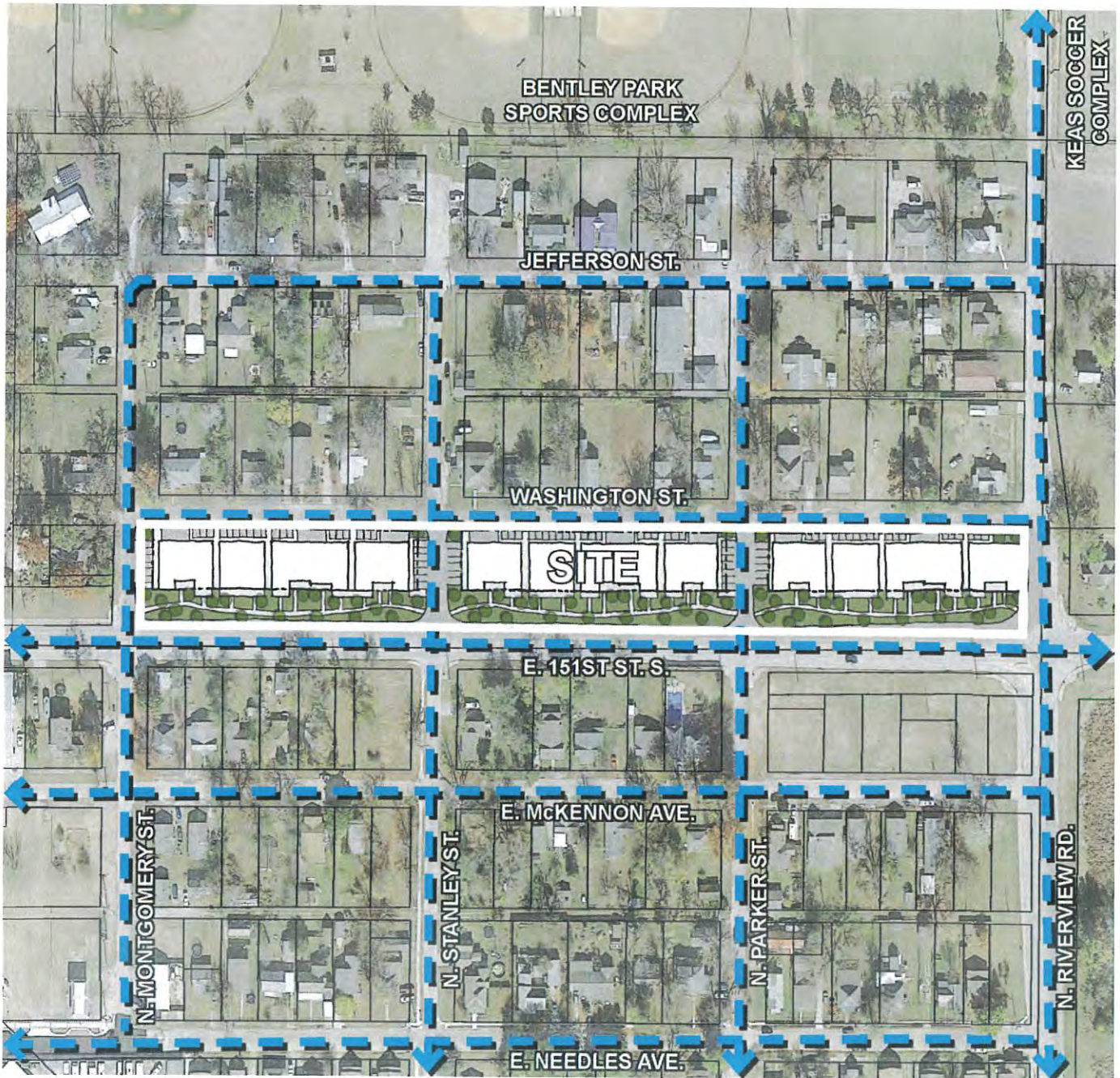


* REFER TO SURVEY FOR EXACT BOUNDARY

The Flats @ 151

EXHIBIT B

CONCEPTUAL SITE PLAN
CONCEPTUAL LAYOUT DATED NOVEMBER 29, 2021



III. DEVELOPMENT STANDARDS

Gross Land Area:	178,604 SF	4.100 AC
Net Land Area:	78,383 SF	1.799 AC
Permitted Uses: All uses permitted by right within the RM-3 and CS districts (except as specified below); dry cleaning/laundry within Use Unit 15; and uses customarily accessory to permitted uses. Vertically-mixed use buildings are specifically permitted. Excluded uses: All uses classified as “sexually oriented” within the City of Bixby Zoning Code (Section 11-7D-6), mega events, residential treatment centers, and transitional living centers within Use Unit 5, and medical marijuana dispensaries within Use Unit 13.		
Maximum Floor Area Ratio:	N/A	
Maximum Nonresidential Building Floor Area:	9,266 SF	
Maximum Number of Dwelling Units:	88	
Minimum Lot Width †:	20 FT	
Minimum Lot Size:	1,450 SF	
Minimum Land Area per Dwelling Unit:	2,015 SF *	
Maximum Building Height:	3 Stories and 48 FT **	
Off-street Parking:	Minimum one (1) enclosed or unenclosed off-street parking space required per dwelling unit and 1 per 300 SF nonresidential building floor area (any occupancy). No maximum parking limitation.	
Minimum Livability Space:	N/A ***	
Minimum Yard Setbacks:		
Front Yard:	0 FT	
Rear Yard:	0 FT	
Side Yard (Interior):	0 FT	
Side Yard Abutting a Street:	0 FT	
Other Development Standards and Bulk and Area Requirements:	As required within the CH District	

* Minimum land area per dwelling unit is satisfied by the proportion of maximum number of lots to gross land area as provided in Zoning Code Section 11-7I-5.A.1. Lots are therefore not subject to this requirement on an individual basis.

** Architectural features may extend a max. of five (5) feet above maximum permitted building height.

*** Livability space is satisfied by the large street lawn along 151st St. S., the "pocket park" to be constructed in N. Parker St., patios, balconies, and additional landscaped open space within and adjoining the site.

† Defined as the average horizontal distance between the side lot lines, which is as it is presently defined in the Bixby Zoning Code.

IV. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

IV.A. SURROUNDING ZONING AND LAND USE: The site is presently zoned RS-3 with supplemental zoning Downtown Design Overlay District and is vacant. The surrounding area is primarily zoned RS-3, AG, IL, IM, and CH, with RT, RS-4, and RD zoning in the vicinity. To the north and south are single-family residential homes and vacant lots in Privett Addition and Midland Addition primarily zoned RS-3. To the east across Riverview Rd. are rural residential and vacant tracts zoned AG. Commercial and industrial uses are located to the west and are zoned a mixture of CH, IL, and IM. The Bentley Park Sports Complex is to the north and northeast zoned IL and AG.

IV.B. ACCESS AND CIRCULATION: The site has frontage along East 151st Street South but is designed to have primary access from the rear via East Washington Street. As a part of the approved proposal and agreement, the developer will design and build paving, storm sewer, and drainage improvements to East Washington Street. To facilitate commercial viability for the businesses to be located in the building endcaps, access from East 151st Street South will be afforded via North Montgomery Street, North Stanley Street, and North Parker Street, all of which will remain open. Parking will be constructed within the rights-of-ways of these streets similar to storefront parking in downtown Bixby, and partially within the East Washington Street right-of-way. No parking is planned along North Riverview Road. By this PUD, required off-street parking shall be permitted within the rights-of-way as shown on Exhibit B, and parking lot setbacks and landscaped strips are thus not applicable. It is anticipated that street improvements will be necessary while constructing parking along the internal streets.

- New sidewalks are planned along North Montgomery Street, North Stanley Street, North Parker Street, and North Riverview Road, as shown on Exhibit B. Sidewalks shall be a minimum of four (4) feet in width, shall be ADA compliant, and shall be approved by the City Engineer.

IV.C. SIGNS: Signage shall comply with standards for same as provided in the Bixby Zoning Code.

IV.D. UTILITIES AND DRAINAGE: The Flats @ 151 is fully served by public water, sanitary sewer, and all other necessary utilities. The site is flat and drains to adjacent streets. To facilitate drainage, stormsewers will be extended to connect to the large stormsewer along East 151st Street South, and will be coordinated with the improvements to East Washington Street.

Existing and proposed utilities are shown on Exhibit C of this PUD.

IV.E. ENVIRONMENTAL ANALYSIS AND TOPOGRAPHY: The subject property is flat and drains to adjacent streets.

As represented on Exhibit E "FEMA Floodplain Map," the entire site is within Shaded Zone X, the 500-year (0.2% Annual Chance) Floodplain.

The Soil Survey of Tulsa County, Oklahoma was used to help identify soils types and possible constraints to development. The site entirely contains Choska Very Fine Sandy Loam, 0-1% slopes. Development constraints associated with this soil type, and any other environmental constraint(s), will be addressed in the engineering design phase of the project. Soil types and topography are shown on Exhibit D of this PUD.

IV.F. 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.

Site development, including layout, parking, and building façades, shall substantially conform to the site plan and building elevations included within the approved proposal, or any design modifications as may be permitted by the City of Bixby.

Balconies, building-mounted lighting, eaves, signage, and other architectural projections shall be permitted to overhang the rights-of-way, and patios and similar architectural projects, lighting, landscaping, irrigation, and similar improvements shall be permitted to encroach the rights-of-way, subject to a license agreement if and as may be required by the City of Bixby. Due to the urban aesthetic desired, trees, shrubs, and/or groundcover plantings shall be permitted within planters and pots, onsite and within adjacent rights-of-way, in lieu of landscaping trees and landscaped strips as otherwise required by the Zoning Code.

IV.G. CITY DEPARTMENT REQUIREMENTS: Standard requirements of the City of Bixby Fire Marshal, City Engineer, and City Attorney shall be met.

IV.H. SCHEDULE OF DEVELOPMENT: Engineering design is anticipated to commence in early 2021. Development will commence upon approval of civil engineering plans, permitting, and site and building plans and building permits. Buildings may be phased.

The Flats @ 151

EXHIBIT C

EXISTING AND PROPOSED UTILITIES
CONCEPTUAL LAYOUT SHOWN AS OF NOVEMBER 29, 2021
EXISTING UTILITIES PER FIELD SURVEY DATA



LEGEND

- EXISTING WATERLINE
- EXISTING SANITARY SEWER SYSTEM
- EXISTING STORM SEWER SYSTEM
- EXISTING OVERHEAD ELECTRIC

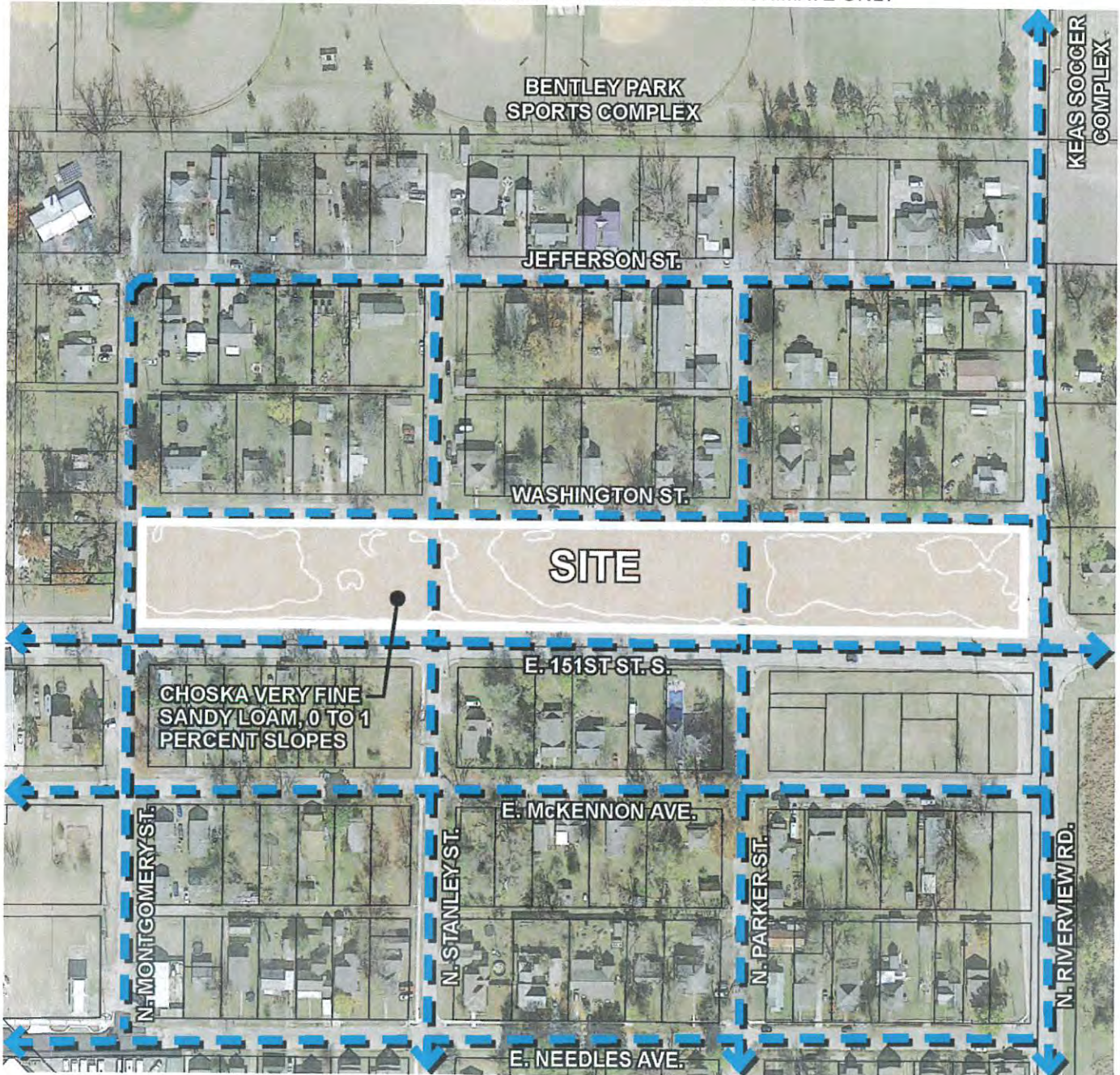
10

The Flats @ 151

EXHIBIT D

EXISTING TOPOGRAPHY AND SOILS

SOIL DATA FROM USDA WEB SOIL SURVEY, ACCESSED NOVEMBER 29, 2021
TOPOGRAPHIC DATA FROM USGS GIS AND IS APPROXIMATE ONLY

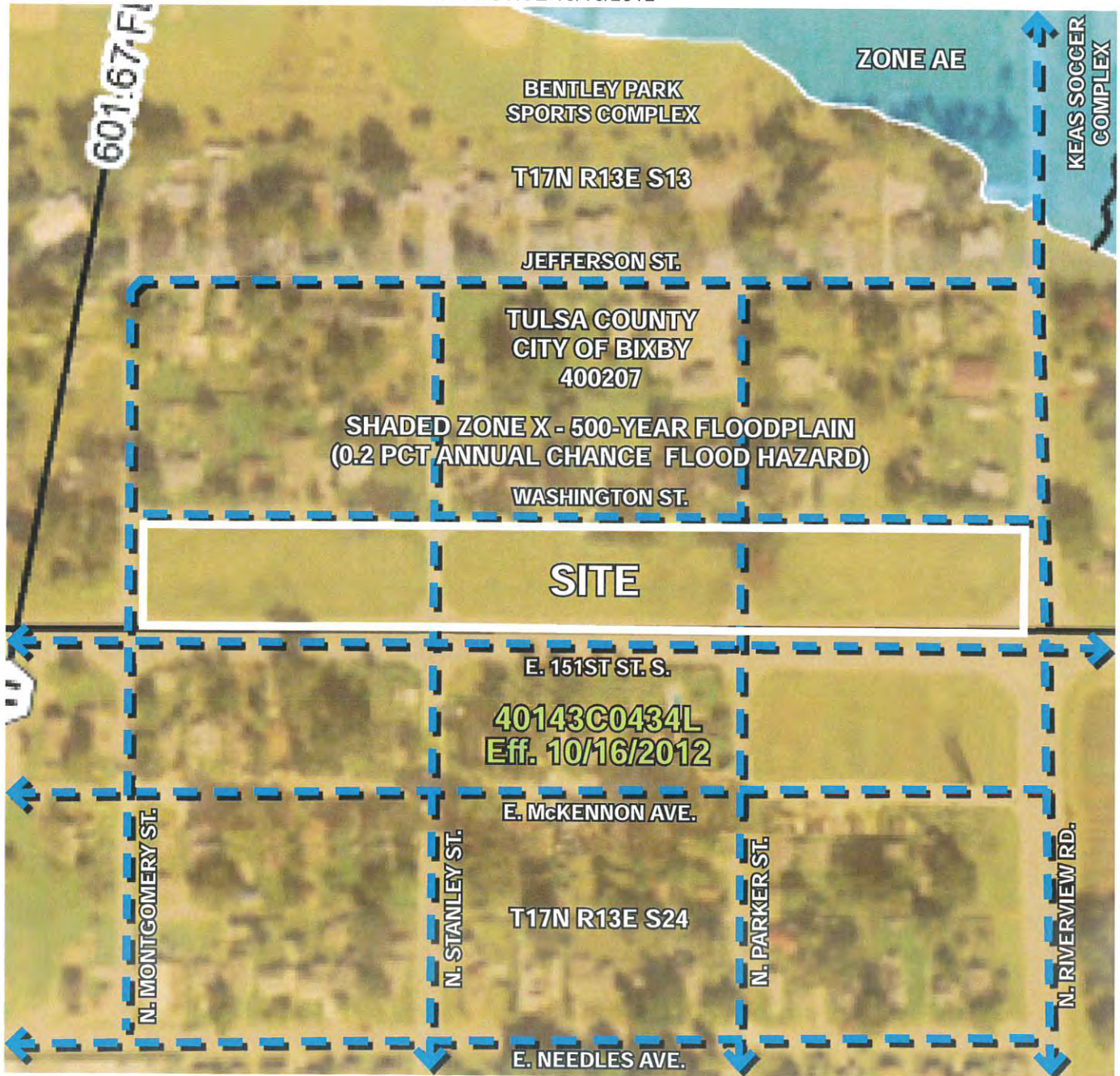


The Flats @ 151

EXHIBIT E

FEMA FLOODPLAIN MAP

FLOODPLAIN DATA REFLECTS FEMA FIRM PANEL NO. 40143C0434L,
EFFECTIVE 10/16/2012

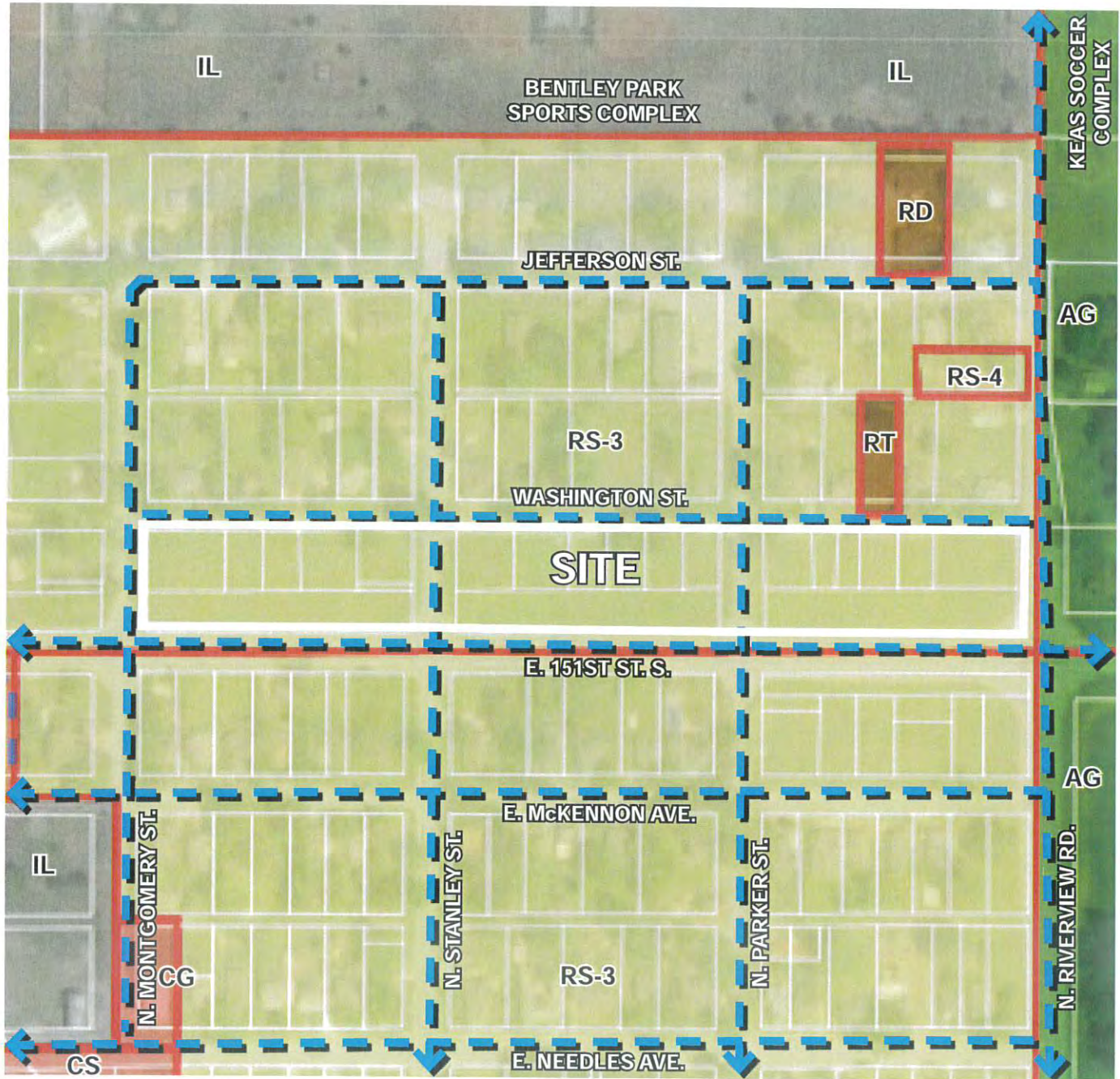


The Flats @ 151

EXHIBIT F

EXISTING ZONING MAP

DATA OBTAINED FROM TULSA INCOG ZONING MAP, ACCESSED NOVEMBER 29, 2021

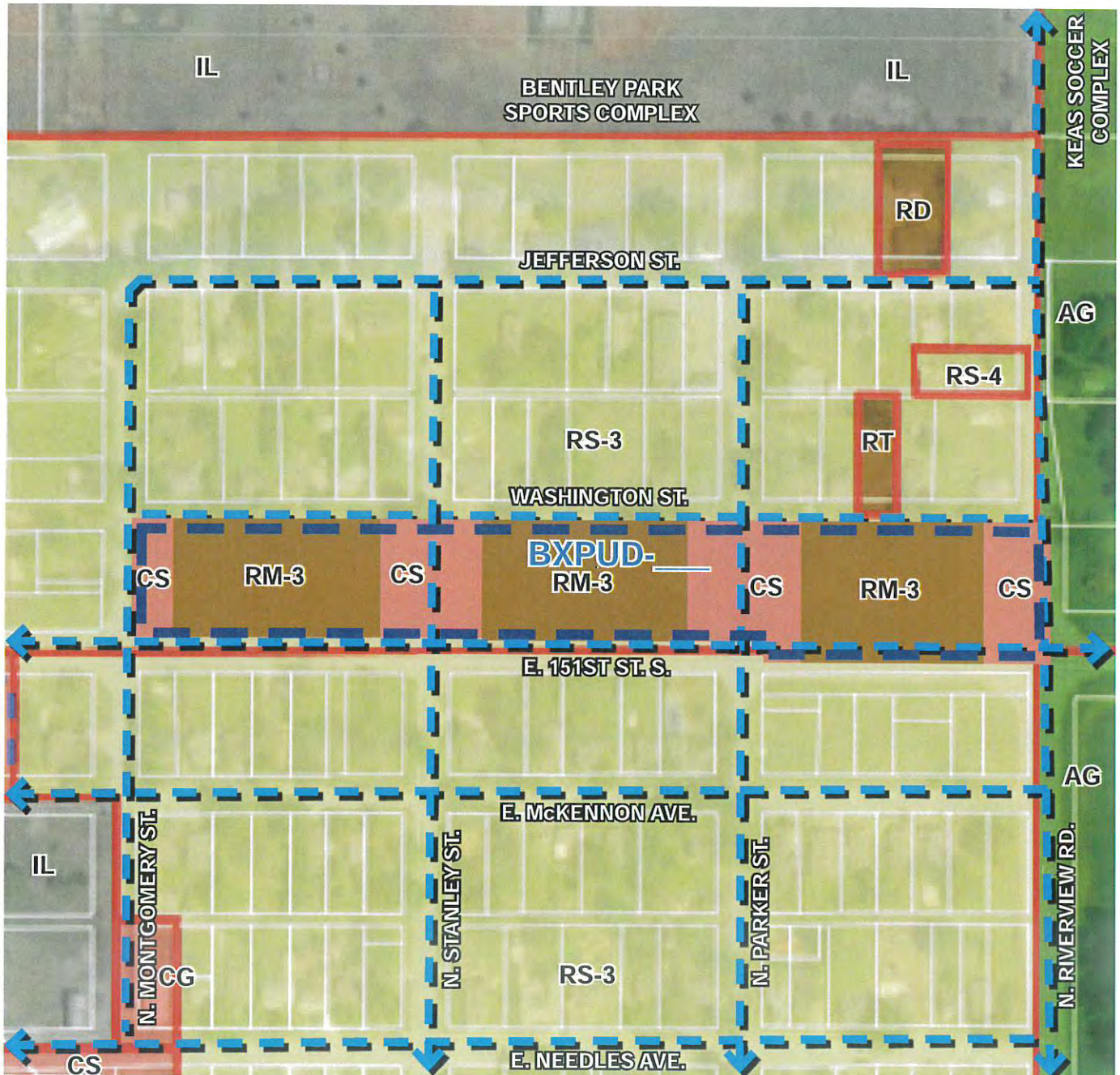


The Flats @ 151

EXHIBIT G

PROPOSED ZONING MAP

DATA OBTAINED FROM TULSA INCOG ZONING MAP, ACCESSED NOVEMBER 29, 2021 & MODIFIED

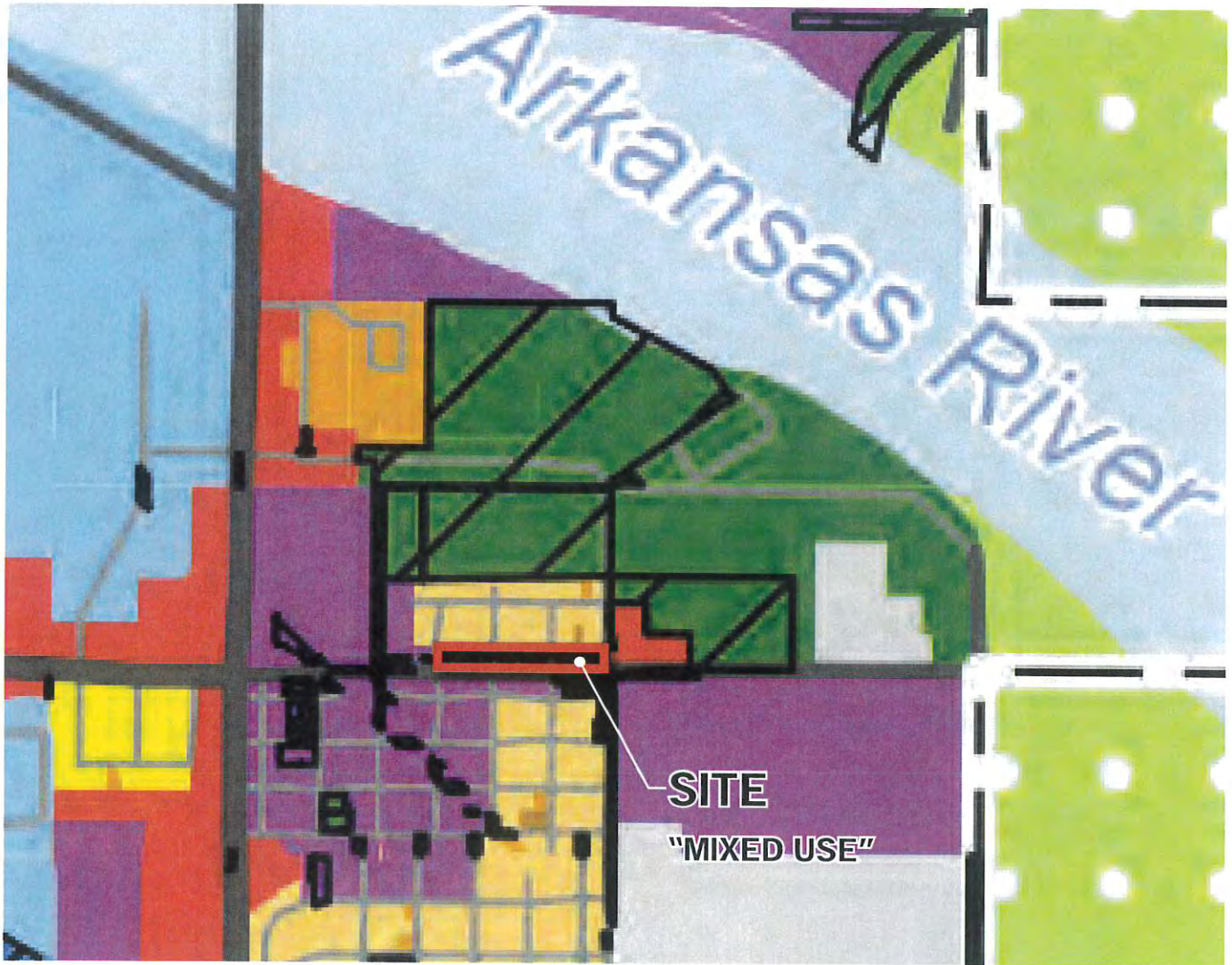


The Flats @ 151

EXHIBIT H

FUTURE LAND USE AND DEVELOPMENT PLAN

CITY OF BIXBY 2018 COMPREHENSIVE PLAN, 2030 FUTURE LAND USE MAP (PAGE 2-4)



Legend

Future Land Use

	Rural Agriculture (Unincorporated)
	Agricultural
	Rural Residential
	Low Density Residential
	Medium Density Residential
	Medium-High Density Residential
	High Density Residential
	Mixed Use
	Residential Manufactured Home Park

Density (du/ac.)

0 - 0.5
0 - 1
0 - 1.5
1.5 - 4
4 - 6
6 - 10
10 +
10 +
8

Future Land Use

	Neighborhood Commercial
	Commercial
	Industrial
	Public/Institutional
	Recreation and Open Space
	Flood District
	Water

	City Owned Parcels
	Bixby Fenceline
	Bixby City Limit
	County
	Highway
	Major Street
	Local Street
	Railroad

Water Body
Stream / River

Published in the Tulsa World,
City of Bixby, Tulsa County, Oklahoma _____, 2021

ORDINANCE No. 2385

AN ORDINANCE AMENDING ORDINANCE NUMBER 272; REZONING A TRACT OF LAND, AS MORE PARTICULARLY DESCRIBED IN THIS ORDINANCE, FROM RS-3 (RESIDENTIAL SINGLE-FAMILY) TO CS (COMMERCIAL SHOPPING) AND RM-3 (RESIDENTIAL MULTI-FAMILY) CLASSIFICATIONS FOR THE FLATS AT 151 (BXZO-21.23) WITH SUPPLEMENTAL ZONING (BXPUD-21.15); AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA:

Section 1. That Ordinance No. 2385 be and the same is now amended and the following described property, to-wit:

SEE ATTACHED LEGAL DESCRIPTIONS

Located on the north side of East 151st Street South between Montgomery Street and Riverview Road, Bixby, Oklahoma, (BXZO-21.23) with supplemental zoning (BXPUD-21.15), be and the same is now rezoned from RS-3 (Residential Single-Family) to CS (Commercial Shopping) and RM-3 (Residential Multi-Family) classifications.

Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this Ordinance or any part is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Section 3. EMERGENCY CLAUSE. That because this Ordinance is essential to the proper and orderly growth of the City of Bixby, an Emergency is now declared to exist for the preservation of the public peace, health and safety, by reason whereof second reading of this Ordinance is waived and this Ordinance shall take effect and be in force immediately upon its passage.

APPROVED in an open meeting of the Bixby City Council and PASSED by an affirmative majority vote of the entire membership of the City Council, to-wit: ____ YES, ____ NO, ____ ABSTAINING, ____ ABSENT, on this ____ day of _____, 2021.

Mayor of the City of Bixby, Oklahoma

APPROVED as an Emergency Measure ruled upon separately and PASSED by an affirmative majority vote of at least four-fifths (4/5) of the entire membership of the Bixby City Council, to-wit: ____ YES, ____ NO, ____ ABSTAINING, ____ ABSENT, on this ____ day of _____, 2021.

Mayor of the City of Bixby, Oklahoma

(Seal)
ATTEST:

City Clerk

APPROVED:

City Attorney

Exhibit "A"
The Flats @ 151, Bixby, Tulsa County, OK
PUD Tract Description

Description

(PART OF BLOCK 3, "PRIVETT ADDITION")

A TRACT OF LAND THAT IS A PART OF BLOCK 3, "PRIVETT ADDITION" TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 3; THENCE SOUTH 0°52'15" EAST AND ALONG THE EAST LINE OF SAID BLOCK 3 FOR A DISTANCE OF 76.83 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH, AS DESCRIBED IN QUIT CLAIM DEED, RECORDED MAY 18, 2010, AT DOCUMENT NUMBER 2010041880, COUNTY OF TULSA, STATE OF OKLAHOMA RECORDS; THENCE SOUTH 88°22'07" WEST ALONG SAID RIGHT OF WAY AS DESCRIBED IN QUIT CLAIM DEEDS, RECORDED MAY 18, 2010, AT DOCUMENTS 2010041876, 2010041877, 2010041878, 2010041879, & 2010041880, COUNTY OF TULSA, STATE OF OKLAHOMA RECORDS, FOR A DISTANCE OF 350.02 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 3, THENCE NORTH 0°52'15" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 78.69 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID BLOCK 3; THENCE NORTH 88°40'25" EAST AND ALONG THE NORTH LINE OF SAID BLOCK 3 FOR A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 27,216 SQUARE FEET OR 0.625 ACRES.

AND ALSO:

(PART OF BLOCK 2, "PRIVETT ADDITION")

A TRACT OF LAND THAT IS A PART OF BLOCK 2, "PRIVETT ADDITION" TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 2; THENCE SOUTH 0°52'15" EAST AND ALONG THE EAST LINE OF SAID BLOCK 2 FOR A DISTANCE OF 74.66 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH; THENCE SOUTH 88°22'07" WEST, AND ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 350.03 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 2, THENCE NORTH 0°52'15" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 76.52 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID BLOCK 2; THENCE NORTH 88°40'25" EAST AND ALONG THE NORTH LINE OF SAID BLOCK 2 FOR A DISTANCE OF 350.01 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 26,456 SQUARE FEET OR 0.607 ACRES.

AND ALSO:

(PART OF BLOCK 1, "PRIVETT ADDITION")

A TRACT OF LAND THAT IS A PART OF BLOCK 1, "PRIVETT ADDITION" TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE SOUTH 0°52'15" EAST AND ALONG THE EAST LINE OF SAID BLOCK 1 FOR A DISTANCE OF 72.56 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH; THENCE SOUTH 88°22'07" WEST, AND ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 336.43 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 1, THENCE NORTH 0°52'15" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 74.35 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID BLOCK 1; THENCE NORTH 88°40'25" EAST AND ALONG THE NORTH LINE OF SAID BLOCK 1 FOR A DISTANCE OF 336.41 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 24,710 SQUARE FEET OR 0.567 ACRES.

Exhibit "B"

The Flats @ 151, Bixby, Tulsa County, OK

CS Zoning Tract Description

Description

(PART OF BLOCK 3, "PRIVETT ADDITION")

THE WEST TWENTY (20) FEET AND THE EAST 20 FEET OF THE FOLLOWING TRACT OF LAND:
A TRACT OF LAND THAT IS A PART OF BLOCK 3, "PRIVETT ADDITION" TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 3; THENCE SOUTH 0°52'15" EAST AND ALONG THE EAST LINE OF SAID BLOCK 3 FOR A DISTANCE OF 76.83 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH, AS DESCRIBED IN QUIT CLAIM DEED, RECORDED MAY 18, 2010, AT DOCUMENT NUMBER 2010041880, COUNTY OF TULSA, STATE OF OKLAHOMA RECORDS; THENCE SOUTH 88°22'07" WEST ALONG SAID RIGHT OF WAY AS DESCRIBED IN QUIT CLAIM DEEDS, RECORDED MAY 18, 2010, AT DOCUMENTS 2010041876, 2010041877, 2010041878, 2010041879, & 2010041880, COUNTY OF TULSA, STATE OF OKLAHOMA RECORDS, FOR A DISTANCE OF 350.02 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 3, THENCE NORTH 0°52'15" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 78.69 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID BLOCK 3; THENCE NORTH 88°40'25" EAST AND ALONG THE NORTH LINE OF SAID BLOCK 3 FOR A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING;

AND ALSO:

(PART OF BLOCK 2, "PRIVETT ADDITION")

THE WEST TWENTY (20) FEET AND THE EAST 20 FEET OF THE FOLLOWING TRACT OF LAND:
A TRACT OF LAND THAT IS A PART OF BLOCK 2, "PRIVETT ADDITION" TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 2; THENCE SOUTH 0°52'15" EAST AND ALONG THE EAST LINE OF SAID BLOCK 2 FOR A DISTANCE OF 74.66 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH; THENCE SOUTH 88°22'07" WEST, AND ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 350.03 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 2, THENCE NORTH 0°52'15" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 76.52 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID BLOCK 2; THENCE NORTH 88°40'25" EAST AND ALONG THE NORTH LINE OF SAID BLOCK 2 FOR A DISTANCE OF 350.01 FEET TO THE POINT OF BEGINNING;

AND ALSO:

(PART OF BLOCK 1, "PRIVETT ADDITION")

THE WEST TWENTY (20) FEET AND THE EAST 20 FEET OF THE FOLLOWING TRACT OF LAND:

A TRACT OF LAND THAT IS A PART OF BLOCK 1, "PRIVETT ADDITION" TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE SOUTH $0^{\circ}52'15''$ EAST AND ALONG THE EAST LINE OF SAID BLOCK 1 FOR A DISTANCE OF 72.56 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH; THENCE SOUTH $88^{\circ}22'07''$ WEST, AND ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 336.43 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 1, THENCE NORTH $0^{\circ}52'15''$ WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 74.35 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID BLOCK 1; THENCE NORTH $88^{\circ}40'25''$ EAST AND ALONG THE NORTH LINE OF SAID BLOCK 1 FOR A DISTANCE OF 336.41 FEET TO THE POINT OF BEGINNING;

Exhibit "C"

The Flats @ 151, Bixby, Tulsa County, OK

RM-3 Zoning Tract Description

Description

(PART OF BLOCK 3, "PRIVETT ADDITION")

A TRACT OF LAND THAT IS A PART OF BLOCK 3, "PRIVETT ADDITION" TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 3; THENCE SOUTH 0°52'15" EAST AND ALONG THE EAST LINE OF SAID BLOCK 3 FOR A DISTANCE OF 76.83 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH, AS DESCRIBED IN QUIT CLAIM DEED, RECORDED MAY 18, 2010, AT DOCUMENT NUMBER 2010041880, COUNTY OF TULSA, STATE OF OKLAHOMA RECORDS; THENCE SOUTH 88°22'07" WEST ALONG SAID RIGHT OF WAY AS DESCRIBED IN QUIT CLAIM DEEDS, RECORDED MAY 18, 2010, AT DOCUMENTS 2010041876, 2010041877, 2010041878, 2010041879, & 2010041880, COUNTY OF TULSA, STATE OF OKLAHOMA RECORDS, FOR A DISTANCE OF 350.02 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 3, THENCE NORTH 0°52'15" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 78.69 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID BLOCK 3; THENCE NORTH 88°40'25" EAST AND ALONG THE NORTH LINE OF SAID BLOCK 3 FOR A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT THE WEST TWENTY (20) FEET AND LESS AND EXCEPT THE EAST 20 FEET THEREOF.

AND ALSO:

(PART OF BLOCK 2, "PRIVETT ADDITION")

A TRACT OF LAND THAT IS A PART OF BLOCK 2, "PRIVETT ADDITION" TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LESS AND EXCEPT THE WEST TWENTY (20) FEET AND LESS AND EXCEPT THE EAST 20 FEET THEREOF.

AND ALSO:

(PART OF BLOCK 1, "PRIVETT ADDITION")

A TRACT OF LAND THAT IS A PART OF BLOCK 1, "PRIVETT ADDITION" TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LESS AND EXCEPT THE WEST TWENTY (20) FEET AND LESS AND EXCEPT THE EAST 20 FEET THEREOF.



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

Staff Report

To: City of Bixby, City Council
From: Carolyn Back, Development Services Director/City Planner
Date: Monday, October 25, 2021
RE: **Continued: Awaiting Rezone and PUD w/ Comp Plan Amendment**
Comprehensive Plan - 2030 Future Land Use Map Amendment to allow
CG zoning and density
Location: 8050 East 131st Street South
Acres: 1.099 acres
STR: 11-17N-13E
Applicant: Bell Land Use, LLC, LLC

Request:
Comprehensive Plan Amendment from Low Density Residential to Commercial.

Existing Zoning; Use:
Single-Family Residential (RS-1); Single-Family residence

Abutting Zoning; Use:
North: Residential Single-Family (RS-1); Single-Family Residence
East: Commercial General (CG); Financial Institution and C-Store with fuel
South: Agriculture (AG); Vacant
West: Residential Single-Family (RS-1); Single-Family Residence

Proposed Zoning; Use:
Commercial General (CG); not disclosed

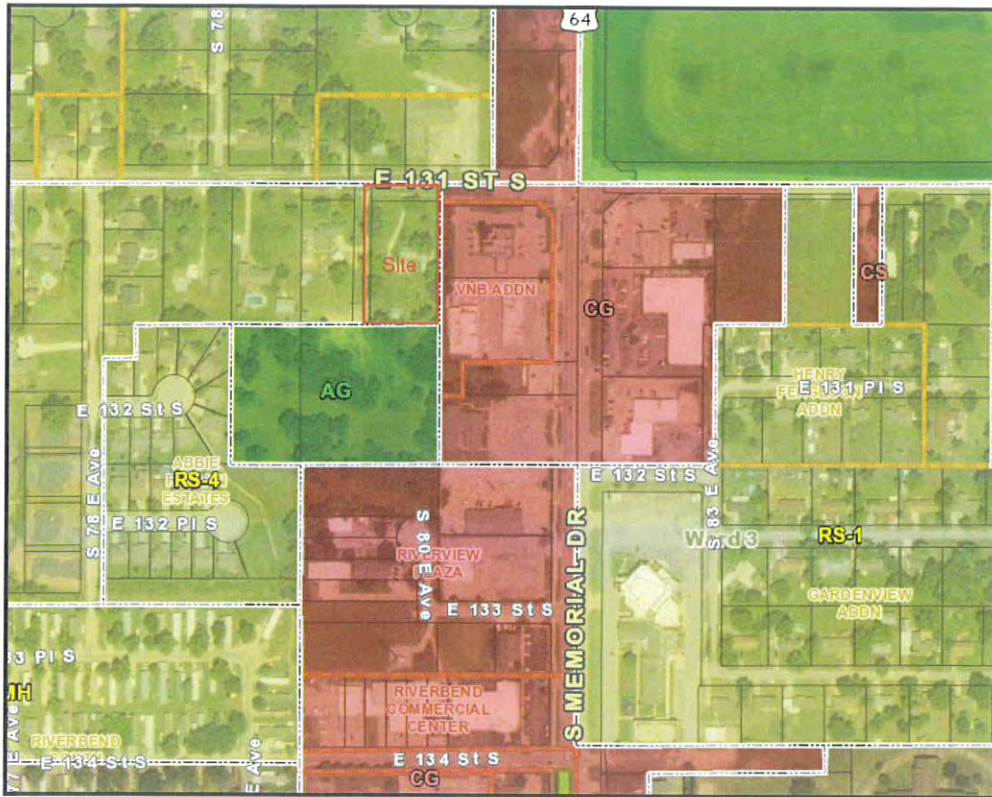


Figure 1: City of Bixby Zoning Map

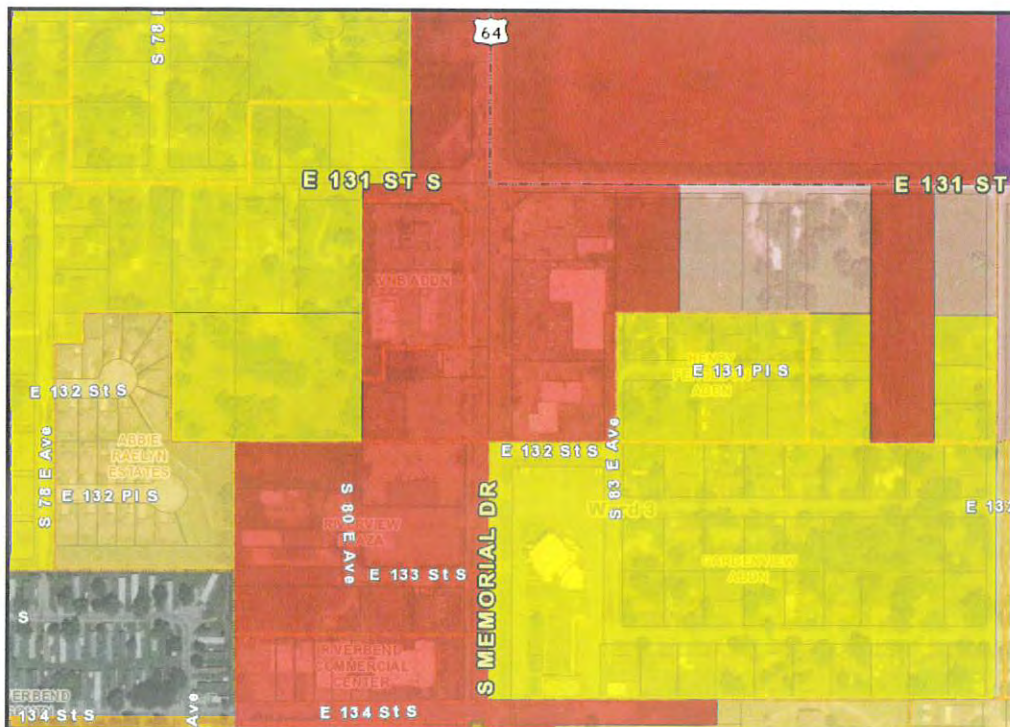


Figure 2: City of Bixby Future Land Use Map

Staff Review

The applicant is requesting a Comprehensive Plan, 2030 Future Land Use Map amendment (BXCP 21.11) that is consistent with commercial property to the east and should blend with a commercial development trend for that area.

This property is within the Corridor Appearance District and will be held to those standards for future commercial development.

Corridor Appearance District

11-7G-1: PURPOSES:

There is hereby created a corridor appearance district along Memorial Drive from 101st to 171st Street South, as hereinafter defined, for the purpose of extending appearance review standards and guidelines to achieve aesthetically pleasing and environmentally sensitive development areas through alternative compliance methods, including landscaping, building material selection, structural design and color scheme provisions, sound reduction methods, improved air quality, and to provide attractive sites for nonresidential, commercial development, and industrial development to the benefit of the city's visitors and residents

11-7G-2: LOCATION:

An area six hundred feet (600') in width along and parallel to Memorial from 101st to 171st South, [pertaining to this property].

11-7G-5: DEVELOPMENT MINIMUM STANDARDS:

A. All sides of buildings facing public streets shall be full masonry to the first floor top plate, to include brick, stucco, EIFS or similar masonry like product, stone, finished concrete tilt-up panels, or some combination thereof.

B. The property owner may appeal the interpretation of the masonry standard to a specific building project or may request, in writing and with showing of sufficient good cause, that the city council reduce or waive the requirement altogether.

C. The city planner may refer a proposed structure to the city council for approval if determined to be of exceptional character, iconic, or potentially offensive.

Public Comments:

No comments received.

Staff Comments:

- ~~1. Staff recommends approval of the requested Comprehensive Plan Future Land Use Map Amendment from Low Density Residential to Commercial.~~

Figures:

Figure 1: City of Bixby Zoning Map

Figure 2: City of Bixby Future Land Use Map

Attachments:

Exhibit A: Property Legal Description

Exhibit B: Request for Comp Plan Amendment letter dated 08.16.2021

Exhibit C: Letters to Neighbors dated 07.12.2021

UPDATE:

After the City Council granted the applicant time to apply for a Rezone with a PUD, staff revisited the area in question and still believes the Rezone alignment of the Comprehensive Plan Designation to Commercial is a good planning practice on paper, but believes it is not the proper timing for the area. Staff recommends City Council deny the application for Comprehensive Plan Amendment.



Land Use

Robert Hall
918-902-0462

1011 W^oG Street
Jenks, OK 74037

August 16, 2021

City of Bixby
116 W Needles
P.O. Box 70
Bixby, Oklahoma 74008

RE: Request for an Amendment to the Comprehensive Plan Map related to property identified as the E/2 of the NW/4, NE/4, NE/4, NE/4 Less the North 40 feet for Road Located in Section 11, T17N, R13E of the Indian Base and Meridian and generally known as: 8050 E 131st Street South.

City of Bixby Planning Commission:
City Council, Bixby Oklahoma:

This correspondence is an attachment to the Comprehensive Plan Application that is an official request of Jimmy Neafus, the owner of the above-described property to amend the Comprehensive Plan Map designation of the property identified from a Low-Density Designation to a Neighborhood Commercial Designation.

There are various factors that affect these areas that would warrant consideration for the requested change. A more in-depth discussion follows.

The Bixby Comprehensive Plan prior to 2018 also had this area designated Single Family Residential, however it had also identified it as being within a Memorial Street Corridor. The previous Plan did recognize the impacts of the State Highway and I believe that forwarded some credibility to the future use of the property. The Plan adopted in 2018 removed the corridor and left the Single-Family Residential Designation. Recognizing the properties proximity to Highway 67 and the Memorial Street Corridor is critical.

This request is specifically only addressing the property owned by Jimmy Neafus. It is clear that all properties abutting South 79 East Avenue would have similar impacts and would benefit from the requested change. The total area would be within the concept of a 5-acre commercial node on the intersections of Arterial Roadways as was originally established by Incog when originally addressing Zoning for the Tulsa Metro. It is also noted that the property is within the distance for State requirements associated with right of way taking for State Highways to be paid Commercial values. Since the State of Oklahoma owns the right of way at this location along 131st Street it would be easily verifiable that they recognize the commercial value through the

taking process. We sent documentation of our request to the abutting properties prior to submitting to the City, (one letter was returned undeliverable and we heard no response from the other).

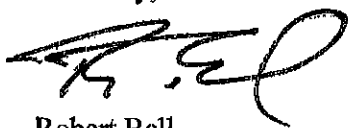
The Bixby Comprehensive Plan Designates the property to the east as Commercial allowing for a CG (General Commercial) or OM (Medium Office) Zoning. The Commercial Designation also extends to the west to incorporate north boundary of the 2.5-acre tract north of the Neafus property. This creates a pocket of Low Density Residential that is bordered on two sides by Commercial Designations and an Arterial Roadway at the intersection of a State Highway. The requested Neighborhood Commercial Designation would allow for a transition of property use that would serve the owners of the area properties and allow for development of highest and best use of property.

The current owners of the subject tract have come to the realization that the property cannot be developed for Single Family Residential use as currently designated by the Comprehensive Plan. The impacts to the property from the adjacent commercial uses and more so the negative impact of being so close to Memorial (Highway 67) and the 131st intersection renders the property not suitable for residential use. The Neighborhood Commercial Designation and development of the tracts consistent with the Planning Practices of the 21st Century will allow the proper transition of uses and create value for all properties.

The Assessor values the current structure on the property at \$45,000. This structure has obviously outlived its usefulness and should be razed. It is unlikely that anyone at today's costs would build a new house at this location. The value is not sustainable for the cost of new housing at this location. To remodel the existing structure would be throwing money away because it would not raise the value of the property with the dollars spent. Without recognizing the area development and consideration of the requested designation the regulations could be creating a blight that it is designed to prevent.

It is requested that the Bixby Comprehensive Plan Map be amended to reflect these changes and the designations as identified.

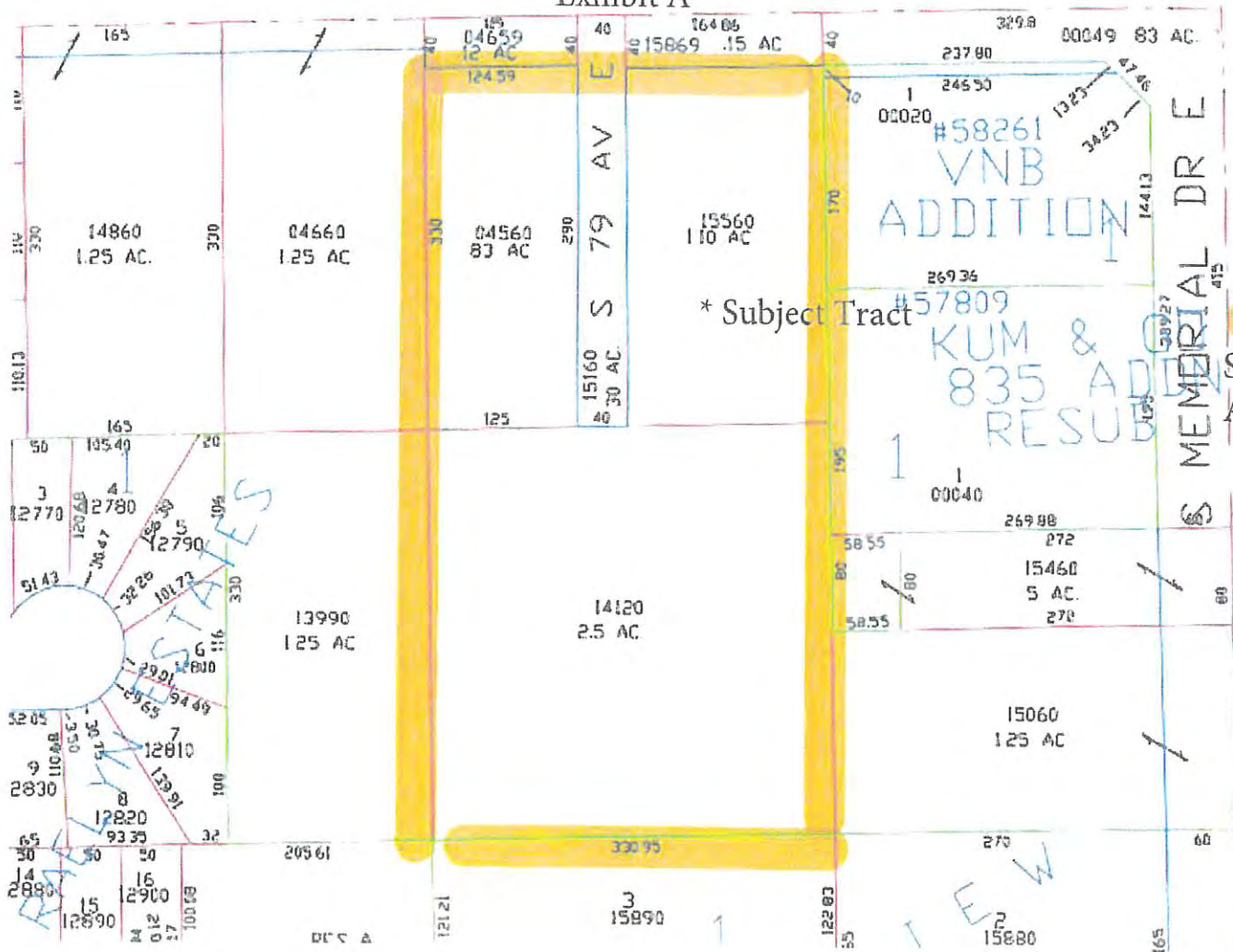
Sincerely,



Robert Bell
Bell Land Use LLC

Attachments: Exhibit A – Area Map
Exhibit B – Area Comp Plan Map
Exhibit C – Comp Plan Legend

Exhibit A



DP64-01 LRMIS

TULSA COUNTY - LRMIS COMBINED DISPLAY

08/16/21

DP64M01

SUB 97311 ACCOUNT 73 11 15560

TAX ROLL ITEM # 20 01 2527130

NEAFUS, JIMMY WAYNE

E/2 NW NE NE NE LESS N40 FOR RD S

EC 11 17 13 1.099ACS

6718 S 250TH E AVE

UNPLATTED

BROKEN ARROW , OK 74014

8050 E 131 ST S

-- ASSESSOR INFORMATION --

REG.HOMESTEAD

NEIGHBORHOOD.. 9204

SCHOOL DIST.. BI-4A

DEL.HOMESTEAD

INSTRUMENT.... 2000295376 DEED Book/Page. 5437 1525

(CURRENT)	LAND	-----IMPR-----	TOTAL	(OLD)	LAND	-----IMPR-----
APR	13,300	45,000	58,300		13,300	45,000
ASD	1,463	4,950	6,413		1,463	4,950

-- TREASURER INFORMATION --

ASSESSED	6,413
EXEMPTION	-
NET ASSESSED	= 6,413
TAX RATE	X 132.16
TAX AMOUNT	= 848.00
RTN CHK PENALTY+	.00
TAX BALANCE	0.00
DELINQUENT TAX	0.00

PF1/Main Menu PF2/Locator Scrn PF3/Prev PF5/Phys Desc PF8/Browse Subdiv

ENTER	ESC	F1	F2	F3	F4	F5	F8	Prt Scr
164ms	31ms	13ms	0ms	0ms	133ms	814		



Land Use

Ring the Bell

918-902-0402

July 12, 2021

Connie B Whitworth
23277 Oakview Drive
Spring Hill KS 66083

RE: Bixby Comprehensive Plan Designation for Property Identified as 7980 E 131st Street South.

Dear Ms. Whitworth:

My name is Robert Bell, and I am the owner of Bell Land Use LLC. I have been a Land Planner for over 30 years and was the Planning Director for the City of Jenks Oklahoma for 18 years before opening my consulting firm 3 years ago.

I am writing you because I was hired by Jim and Nanette Neafus to explore the possibility to have the City of Bixby designate their property, adjacent to yours to the north, for Commercial on the Bixby Comprehensive Plan.

I also think you are in the same situation as the Neafus'. They have come to the realization that the property cannot be developed for Single Family Residential use as currently designated by the Comprehensive Plan. The impacts to the property from the adjacent commercial uses and more so the negative impact of being so close to Memorial (Highway 67) and the 131st intersection renders the property not suitable for residential use.

Their current situation is that the house needs to be razed. However, no one is willing to build a new house at this location. The value is not sustainable for the cost of new housing at this location. To remodel the existing structure would be throwing money away because it would not raise the value of the property with the dollars spent.

We believe the highest and best use of the properties that have access from South 79 East Avenue is a commercial use. This might be retail or service on the frontage of 131st but more likely office as you move away from the Arterial Roadway. The commercial designation adds the value back to the property because it provides for uses that fit with existing development associated with an intersection of a State Highway and an Arterial Road.

The City is tasked by the State Statutes to designate how property should develop by the adoption of a Comprehensive Plan. This is an action that does not require your input. This is their determination of highest and best use of property. They cannot change the zoning of a property without your consent or application. So, if the Comprehensive Plan changes you still

have all the rights that the current zoning of the property allows. The difference is that future development or zoning of the property would allow for an application that supports the new Comprehensive Plan designation. In this situation the commercial designation would allow the flexibility to apply for a use that is actually viable instead of the Single Family Residential that gets no traction because of the impacts of traffic and commercial uses.

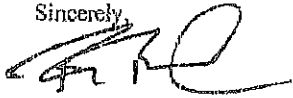
The Bixby Comprehensive Plan prior to 2018 had this area designated Single Family Residential, however it had also identified it as being within a Memorial Corridor. The previous Plan did recognize the impacts of the State Highway and I believe that forwarded some credibility to the future use of the property. The Plan adopted in 2018 removed the corridor and left the Single-Family Residential designation which I believe was a negative action for these properties.

We are not looking for money! Jim and Nanette Neafus are taking care of my services and any application cost. What we are looking for is support for this request, and we would like to inform the city that you also want the Plan Designation of your property changed to Commercial.

I have tried to be thorough in my explanation, but I am sure you have questions. I would be happy to discuss this further with you and can be reached at 918-902-0462. Feel free to call and leave a message or text me at that number. If you are supportive of this change, I would ask that you send me an email at lynxplanner1@cox.net so I can forward your support to the City Officials.

Thank you for taking the time to read this letter and your response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Bell', written over a horizontal line.

Robert Bell
Bell Land Use LLC



Land Use

Robert Bell

918-902-0462

July 12, 2021

Matthew and Tia Smith
7840 E 131st Street
Bixby OK 74008

RE: Bixby Comprehensive Plan Designation for Property Identified as 7840 E 131st Street South.

Dear Mr. and Mrs. Smith:

My name is Robert Bell, and I am the owner of Bell Land Use LLC. I have been a Land Planner for over 30 years and was the Planning Director for the City of Jenks Oklahoma for 18 years before opening my consulting firm 3 years ago.

I am writing you because I was hired by Jim and Nanette Neafus to explore the possibility to have the City of Bixby designate their property, adjacent to yours to the east, for Commercial on the Bixby Comprehensive Plan.

I also think you are in a similar situation as the Neafus', though I recognize that you have maintained your property and have a substantial investment to protect. The Neafus's have come to the realization that their property cannot be developed for Single Family Residential use as currently designated by the Comprehensive Plan. The impacts to the property from the adjacent commercial uses and more so the negative impacts of being so close to Memorial (Highway 67) and the 131st Intersection renders the property undesirable for residential use under current costs of housing.

Their current situation is that their house needs to be razed. However, no one is willing to build a new house at this location. The value is not sustainable for the cost of new housing. To remodel the existing structure would be throwing money away because it would not raise the value of the property with the dollars spent.

We believe the highest and best use of the properties that have access from South 79 East Avenue is a commercial use. This might be retail or service on the frontage of 131st but more likely office as you move away from the Arterial Roadway. The commercial designation adds the value back to the property because it provides for uses that fit with existing development associated with an intersection of a State Highway and an Arterial Road.

The City is tasked by the State Statutes to designate how property should develop by the adoption of a Comprehensive Plan. This is an action that does not require your input. This is

their determination of highest and best use of property. They cannot change the zoning of a property without your consent or application. So, if the Comprehensive Plan changes you still have all the rights that the current zoning of the property allows. The difference is that future development or zoning of the property would allow for an application that supports the new Comprehensive Plan designation. In this situation the commercial designation would allow the flexibility to apply for a use that is actually viable instead of the Single Family Residential that gets no traction because of the impacts of traffic and commercial uses. I am sure you are already aware of the noise factors associated with Memorial and 131st.

What this means is that you can continue to use the property under the current Residential Zoning and nothing changes. If you ever decide to sell the property it does give you the flexibility to market the property for the current zoning or the potential for commercial use.

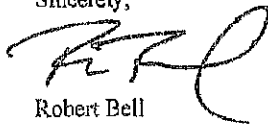
The Bixby Comprehensive Plan prior to 2018 had this area designated Single Family Residential, however it had also identified it as being within a Memorial Corridor. The previous Plan did recognize the impacts of the State Highway and I believe that forwarded some credibility to the future use of the property. The Plan adopted in 2018 removed the corridor and left the Single-Family Residential designation which I believe was a negative action for these properties.

We are not looking for money! Jim and Nanette Neafus are taking care of my services and any application cost. What we are looking for is support for this request, and we would like to inform the city that you also want the Plan Designation of your property changed to Commercial.

I have tried to be thorough in my explanation, but I am sure you have questions. I would be happy to discuss this further with you and can be reached at 918-902-0462. Feel free to call and leave a message or text me at that number. If you are supportive of this change, I would ask that you send me an email at jay@belllanduse.com so I can forward your support to the City Officials.

Thank you for taking the time to read this letter and your response.

Sincerely,



Robert Bell
Bell Land Use LLC

Published in the Tulsa World,
City of Tulsa, Tulsa County, Oklahoma _____, 2021

ORDINANCE NO. 2368

AN ORDINANCE AMENDING ORDINANCE NUMBER 2267; A MAJOR AMENDMENT TO THE 2030 FUTURE LAND USE MAP IN THE 2018 COMPREHENSIVE PLAN, "BIXBY 2030, OUR VISION, OUR FUTURE", FOR NEAFUS PROPERTY, CONTAINING 1.099 ACRES, MORE OR LESS, IN SECTION ELEVEN (11), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; REMOVING THE "LOW DENSITY RESIDENTIAL" DESIGNATION AND AMENDING TO "COMMERCIAL" DESIGNATION, (BXCP-21.11); AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BIXBY, OKLAHOMA:

Section 1. That Ordinance No. 2267 and the Future Land Use Map in the 2018 Comprehensive Plan be and the same is now amended for the following described real property, to-wit:

E/2 OF THE NW/4 NE/4 NE/4 NE/4 LESS THE NORTH 40 FEET FOR ROAD, SECTION ELEVEN (11), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF CONTAINING 1.099 ACRES, MORE OR LESS.

Located at the west of the southwest corner of East 131st Street South and South Memorial Drive, Bixby, Oklahoma, be and the same is now redesignated from "Single-Family Residential," to "Commercial".

Section 3. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Section 4. EMERGENCY CLAUSE. That because this Ordinance is essential to the proper and orderly growth of the City of Bixby, an Emergency is now declared to exist for the preservation of the public peace, health and safety, by reason whereof second reading of this ordinance is waived and this Ordinance shall take effect and be in force immediately upon its passage.

APPROVED in an open meeting of the Bixby City Council and PASSED by an affirmative majority vote of the entire membership of the City Council, to-wit: ____-YES, ____-NO, ____-ABSTAINING, ____-ABSENT, on this ____ day of ____ 2021.

Brian Guthrie
Mayor of the City of Bixby, Oklahoma

APPROVED as an Emergency Measure ruled upon separately and PASSED by an affirmative majority vote of at least four-fifths (4/5) of the entire membership of the Bixby City Council, to wit: ____-YES, ____-NO, ____-ABSTAINING, ____-ABSENT, on this ____ day of ____ 2021.

Brian Guthrie
Mayor of the City of Bixby, Oklahoma

(Seal)
ATTEST:

Yvonne Adams
City Clerk

APPROVED:

Phil Frazier
City Attorney



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

STAFF COMMENTARY

To: City of Bixby, City Council
From: Carolyn Back, Development Services Director/City Planner
Date: Monday, January 24, 2022
RE: Neafus Rezone (BXZO-21.20); Planned Unit Development (BXPUD-21.12)
Location: 8050 East 131st Street South, Bixby, Oklahoma
1.099 Acres (+/-)
Applicant: Bell Land Use, LLC – Robert Bell

STAFF REVIEW

Project Overview per PUD and Plat:

# of Acres (Gross) 1.099 Acres (+/-)	Max Bldg Height 35 ft	
Zoning & Permitted Uses CS Uses by Right, (except as defined in Prohibited Uses within PUD-21.12, with additional staff recommendations in red)	Use Units (See BXPUD-21.12 III. Development Standards for complete list of Permitted and Prohibited Uses with additional staff recommendations in red)	Bulk & Area Requirements (See BXPUD-21.12 III. Development Standards for Bulk and Area Requirements with additional staff recommendations in red)

Recent Planning Commission Public Hearing:

01.18.22 Rezone and PUD: motion to deny - failed due to lack of second
01.18.22 Rezone and PUD: motion to approve with staff recommendations - failed due to lack of second

Applicant requested item be placed on the City Council Agenda on 01.19.2022.

Public Comments:

Several calls were received from concerned citizens within the immediate area. Two home owners attended the meeting to voice their concerns about the project and its potential impacts.

Staff Comments:

1. With the projected growth within the City of Bixby, Staff foresees the proposed rezone being amenable to various types of commercial uses, but is not confident the timing is best for the community as a whole, and more specifically, the established single-family residential uses in the immediate area that will be impacted.
2. If inclined to approve, Staff recommends approval including all of the Staff Comments/Recommendations in **red font** within the 1.) Planning Commission Staff Report and 2.) in the Amended (December 15, 2021) BXPUD-21.12 within their motion.

Staff Recommends Planning Commission deny the application for Rezone (BXZO-21.20) and PUD (BXPUD-21.12).



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

Staff Report

To: City of Bixby, Planning Commission
From: Carolyn Back, Development Services Director/City Planner
Date: Tuesday, December 14, 2021
(Continued to Tuesday, January 18, 2022 due to lack of quorum)
Name: Neafus Rezone and PUD
RE: Rezone (BXZO-21.20), and Planned Unit Development (BXPUD-21.12)
Location: 8050 E 131st Street
1.099 Acres (+/-)
STR: Section 11, Township 17N, Range 13E
Applicant: Bell Land Use, LLC

Staff Review

The applicant is requesting a Rezone (BXZO-21.20) from Residential Single-Family (RS-1) to Commercial General (CG) with Supplemental Zoning through (BXPUD-21.12).

AMENDED: Rezone to less intensive Commercial Shopping (CS) with Supplemental Zoning through (BXPUD-21.12).

Existing Zoning; Use:

Single-Family Residential (RS-1); Single-Family residence

Abutting Zoning; Use:

North: Residential Single-Family (RS-1); Single-Family Residence

East: Commercial General (CG); Financial Institution and C-Store with fuel

South: Agriculture (AG); Vacant

West: Residential Single-Family (RS-1); Single-Family Residence

Proposed Zoning; Use:

Commercial General (CG); not disclosed (December 14, 2021)

Commercial Shopping (CS); see PUD Permitted and Prohibited uses per downzoning their advertised request within BXPUD-21.12 dated December 15, 2021)

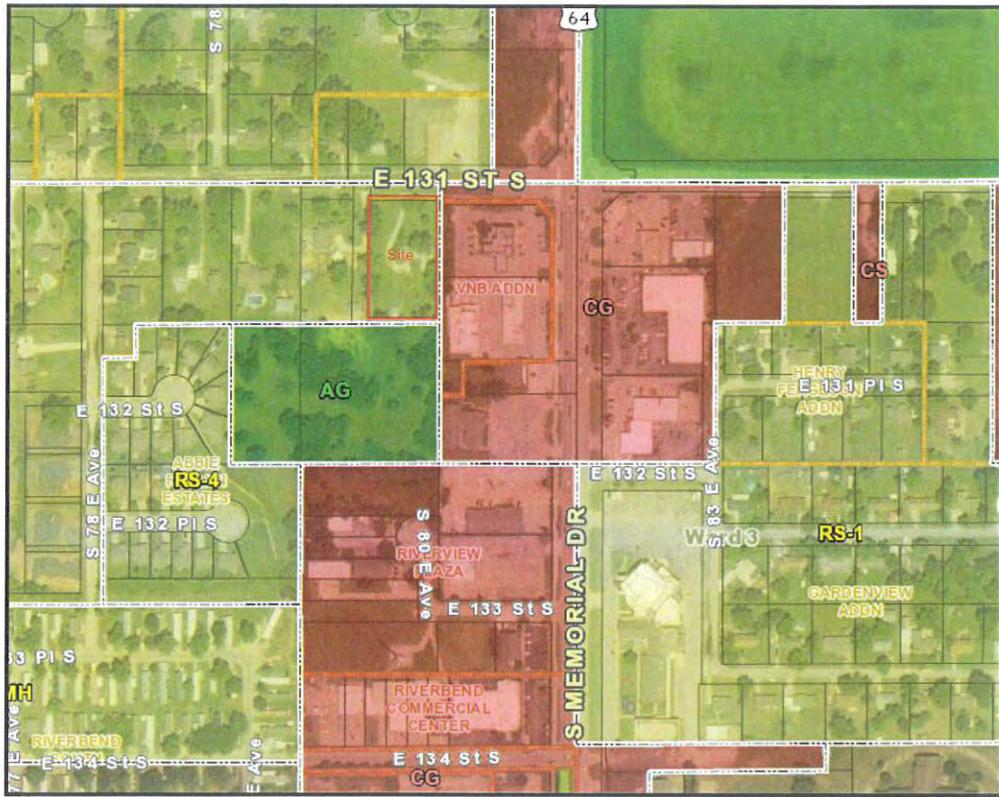


Figure 1: City of Bixby Zoning Map

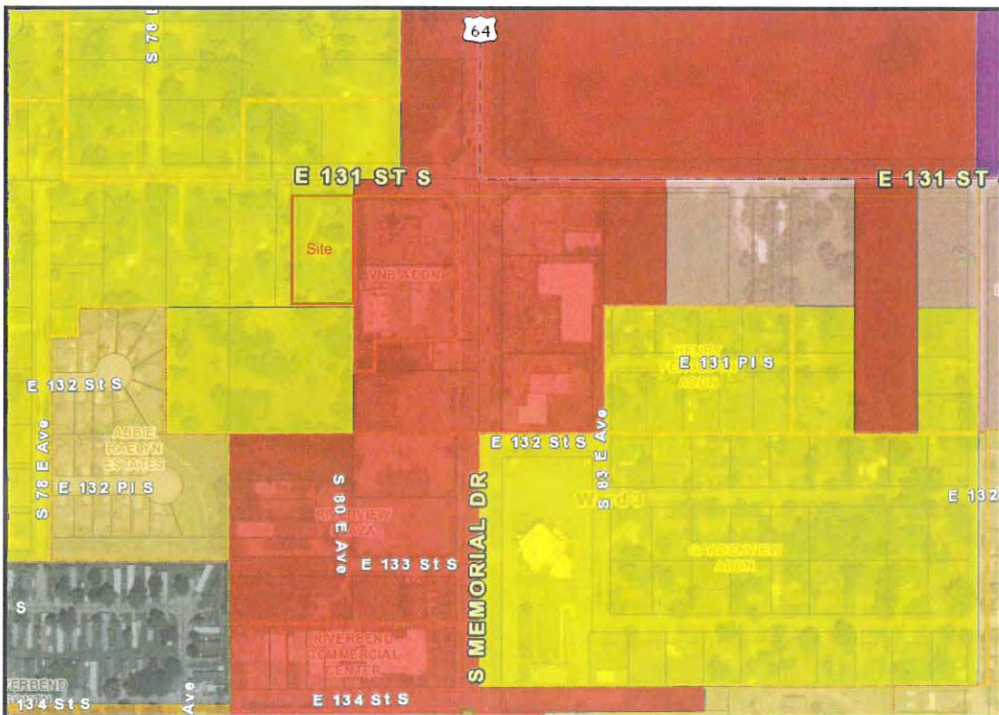


Figure 2: City of Bixby Future Land Use Map

The applicant is currently requesting a Rezone (BXZO-21.20) from Residential Single-Family (RS-1) to Commercial Shopping (CS) with supplemental zoning through a Planned Unit Development (BXPUD-21.12). They believe an increase in intensity from Low Density Residential to Commercial is best suited for the property, based on abutting commercially zoned property to the east and its location within the Corridor Appearance District.

The applicant has requested a Rezone and prepared a PUD with Development Standards aligning with Commercial Shopping (CS) "Uses by Right" with the following prohibited uses:

Prohibited Uses:

- Use Unit 2 – Area Wide Special Exception Uses
- Use Unit 5 – Children’s Nursery
- Use Unit 5 – Medical Marijuana Education Facility
- Use Unit 13- Medical Marijuana Dispensary (To include transporting use)
- Use Unit 23 – Medical Marijuana Warehousing and Wholesaling Facility.
- Use Unit 19 – Drinking Establishment (Only) (Unless recognized as an accessory use to eating establishment as defined by the State of Oklahoma)

Sexually Oriented Business as defined in Section 11-7D-6 Bixby Zoning Code

Signage excerpt from BXPUD-21.12:

- A. The development may place One (1) ground sign along East 131st Street South that incorporates the uses within the development.
- B. Grounds signs and building signs associated with uses that front East 131st Street South shall follow the guidelines of the Commercial General (CG) and the Corridor Appearance District.

If approved, to further reduce potential impacts, Staff recommends One (1) Tenant ground sign for all businesses. The ground sign must be situated along East 131st Street South. No additional ground signs should be allowed for this development.

This rezone requires an update to the Comprehensive Plan, 2030 Future Land Use Map.

History:

On October 25, 2021, the applicant went before the City Council with recommendation from Planning Commission for approval of the Comprehensive Plan, 2030 Future Land Use Map amendment (BXCP 21.11).

Currently, the City Council application is pending to allow the applicant time to prepare and submit Rezone and Planned Unit Development (PUD) applications, before continuing with the Comprehensive Plan case.

Based on future development patterns along South Memorial Drive, within our Corridor Appearance District, this amendment could be considered consistent with the future development of commercial property along our 600 foot deep Corridor District. This subject property does abut the existing commercially zoned property currently operating as a bank located to the east.

This land is located within the Corridor Appearance District and if approved, will be held to those standards for future commercial development.

Corridor Appearance District

11-7G-1: PURPOSES:

There is hereby created a corridor appearance district along Memorial Drive from 101st to 171st Street South, as hereinafter defined, for the purpose of extending appearance review standards and guidelines to achieve aesthetically pleasing and environmentally sensitive development areas through alternative compliance methods, including landscaping, building material selection, structural design and color scheme provisions, sound reduction methods, improved air quality, and to provide attractive sites for nonresidential, commercial development, and industrial development to the benefit of the city's visitors and residents

11-7G-2: LOCATION:

An area six hundred feet (600') in width along and parallel to Memorial from 101st to 171st South, [pertaining to this property].

11-7G-5: DEVELOPMENT MINIMUM STANDARDS:

A. All sides of buildings facing public streets shall be full masonry to the first floor top plate, to include brick, stucco, EIFS or similar masonry like product, stone, finished concrete tilt-up panels, or some combination thereof.

B. The property owner may appeal the interpretation of the masonry standard to a specific building project or may request, in writing and with showing of sufficient good cause, that the City Council reduce or waive the requirement altogether.

C. The City Planner may refer a proposed structure to the City Council for approval if determined to be of exceptional character, iconic, or potentially offensive.

Public Comments: For the December 14, 2021 Planning Commission Hearing, there were several public comments received from: a.) One (1) abutting City of Bixby business owner and, b.) Three (3) City of Bixby residents that live in the area.

Their concerns were focused on:

- Traffic in and out of the neighborhood
- Problems that go along with the cannabis industry: security, odors, traffic, noise
- The loss of residential zoning in their neighborhood

No additional comments were received for the January 18, 2022 hearing.

Staff Comments:

Since the continuation of this project on December 14, 2021, the applicant made additional changes to the PUD and will present their modifications at the hearing. The applicant modified PUD is attached with Staff Recommendations in **red font**.

1. The applicant has downzoned the rezone request to Commercial Shopping (CS) from the advertised Commercial General (CG).

The applicant listed the permitted uses as all uses allowed by right in the CS Zoning District, except as defined in the listed prohibited uses. Please refer to the PUD and Staff Comments (in **red font**) for prohibited uses and recommended additional uses to be added to the list.

2. Medical Marijuana uses have been deleted from BXPUD-21.12.

3. Based on neighbor concerns, for potential future amendments to this PUD, Staff recommends adding an exclusion of all medical marijuana uses within this PUD.
 4. Staff has concerns for the abutting single-family uses and the difficulty it would be for the commercial use(s) to properly screen the proposed commercial impacts: noise, lighting, odors, traffic, etc., on the existing single-family residences and uses.
- III. Development Standards
(Please see PUD for recommended modifications to the PUD)
(Delete ~~striketrough~~ and add red font)
- Staff Research Notes for Commissioner Point of Reference.
(Frontage and Setbacks based off of the CS District requirements)
- Frontage off of an arterial is 150 ft. in CS District
(Lot is appx 165 ft. frontage on 131st Street)
 - Setback from R District based on 35 ft. building height is $40 + 10 = 50$ ft.
 - 131st Street is classified as a Secondary Arterial on the (MSHP) Major Street and Highway Plan = $50 + 50 = 100$ Feet
- IV. Signage
(Please see PUD for recommended modifications to the PUD)
(Delete ~~striketrough~~ and add red font)
- VIII. Proposed Zoning and Comprehensive Plan
(Please see PUD for recommended modifications to the PUD)
(Delete ~~striketrough~~ and add red font)

Staff Recommendation:

1. With the projected growth within the City of Bixby, Staff foresees the proposed rezone being amenable to various types of commercial uses, but is not confident the timing is best for the community as a whole, and more specifically, the established single-family residential uses in the immediate area that will be impacted.
2. If inclined to recommend approval with conditions, Staff recommends including all of Staff Comments in red font in the Amended (December 15, 2021) BXPUD-21.12 within their motion to City Council.

Staff Recommends Planning Commission deny the application for Rezone (BXZO-21.20) and PUD (BXPUD-21.12).

Attachments:

Exhibit A: BXPUD-21.12 by Bell Land Use, LLC, Amended December 15, 2021

8050 East 131st Street South

Bixby Oklahoma

Planned Unit Development Number BXPUD-21.12

Amended December 15, 2021

Commercial Shopping Center with restricted uses



Jim Neafus Property

🔔 Bell Land Use LLC
918-902-0462

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I. Executive Summary

The subject property is designated as Low Intensity by the Bixby Comprehensive Plan and is under consideration to be changed to a Commercial Designation. The subject property is within an area that would be generally recognized as a five-acre Commercial node that is usually established at the intersection of section line roads. This area is further enhanced for commercial use because one of the section line roads (Memorial Avenue) is a State Highway. The commercial designation has been extended along Memorial Avenue in recognition of the volume of traffic and the conditions created that are not conducive to residential use.

The Bixby Comprehensive Plan Designates the property to the west of the Low Intensity area as Medium Residential. This situation creates a condition where a pocket of single-family residential sets between two higher density uses. This was created because the low intensity area was established to protect the two existing residential structures when the Plan was originally established in the 1970's. These properties are not a neighborhood. They are two single family residential structures setting on unplatted property that is greater than one acre each. Since the application is only addressing the Neafus tract, it is recognized that the limitations that are created to the subject property extend to the residential property to the west and the 2.5-acre tract south of the Neafus property.

The current owners of the subject tract have come to the realization that the property cannot be developed for Single Family Residential Use as currently designated by the Comprehensive Plan. The impacts to the property from the adjacent commercial uses and more so the negative impact of being so close to Memorial (Highway 67) and the 131st intersection renders the property not suitable for residential use.

The Assessor values the current structure on the subject property at \$45,000. This structure has obviously outlived its usefulness and should be razed. It is unlikely that anyone at today's costs would build a new house at this location. The value is not sustainable for the cost of new housing at this location. To remodel the existing structure would not raise the value of the property to the dollars spent. A residential development of the property is not viable because of the required upgrade to the road and other infrastructure requirements, plus the residential use of the road would be considered greater negative impact to the existing developments along this road and would not support the highest and best use of all tracts that have access to the road.

This brings us to the Development Concept associated with the Zone Change Request and associated Planned Unit Development. The important consideration for the subject tract is to determine the appropriate zone for the subject property that allows highest and best use and does not create limitations on the other tracts of the Low Intensity area during future consideration. At the same time, the concept is to create development standards that protect the existing residential use until the adjacent property has been considered for Commercial Use. This can only be addressed by the establishment of a Planned Unit Development that restricts uses that have already been considered and denied by public process, identify those use that would be inappropriate for the site and established the proper development standards.

A Plan Amendment Application for a Commercial Designation has been submitted to the City Council. This application has been tabled until such time that a Zone Change to CS and a Planned Unit Development application can be processed with the Plan Amendment that addresses the previous denied applications and possible inappropriate zoning uses and with criteria to protect existing residential.

II. Development Text

The subject property is in the Corridor Appearance Review District along Memorial Drive from 101st to 171st Streets and shall be subject to the Appearance Review criteria. The Corridor Appearance review standards and guidelines are established to achieve aesthetically pleasing and environmentally sensitive development areas through alternative compliance methods, including landscaping, building material selection, structural design and color scheme provisions, sound reduction methods, improved air quality, and to provide attractive sites for non-residential, commercial development and industrial development to the benefit of the city's visitors and residents. The minimum development standards and exceptions are as follows:

- A. Modified 11-7G-5 - All sides of buildings facing public streets shall be full masonry to the first-floor top plate to include brick, stucco or similar masonry like product, stone, or some combination thereof.
- B. The development must submit elevations with a site plan with a required Plat as specified in the Zoning Code. The site plan review will incorporate the elevation of the building for the Corridor Appearance Review process.
- C. Submittal with the site plan will be an extensive landscape plan. This plan will include protection of existing trees, if possible, and incorporate features that aid in protecting adjacent residential use from the activities on the site.
- D. An eight-foot high screening fence will be erected along the west property line from the southwest corner of the property to a point that is 50 feet from 131st Street. The defined length of the screening fence incorporates all residential structures and uses on the adjacent property to the west.
- E. The City Planner may refer a proposed structure to the City Council for approval if determined to be of exceptional character, iconic, or potentially offensive.

III. Development Standards

The Property will be Zoned CS (Commercial Shopping Center)

Permitted Uses:

All uses allowed by right in the CS Zoning District except as defined below.

Prohibited Uses:

The following uses shall be prohibited by the PUD and not allowed on the Property:

Use Unit 1 – Area Wide Uses

Use Unit 2 – Area Wide Special Exception Uses

Use Unit 5 – Children’s Nursery

Use Unit 5 – Medical Marijuana Education Facility

Use Unit 13- Medical Marijuana Dispensary (To include transporting use)

Use Unit 14 – Shopping Goods and Services

Use Unit 16 - Ministorage (Not allowed through a PUD Amendment)

Use Unit 23 – Medical Marijuana Warehousing and Wholesaling Facility.

Use Unit 19 – Drinking Establishment (Only) (Unless recognized as an accessory use to eating establishment (Use Unit 12) and as defined by the State of Oklahoma)

Use Unit 19 – Hotel, Motel and Recreation facilities.

ALL Sexually Oriented Business as defined in Section 11-7D-6 Bixby Zoning Code

Minimum Lot Area Per Unit:	Per CS Zone
Minimum Width	~~80~~ 150 Feet
Minimum Setback from South Property Line: (~~Commercial~~ AG Zoning)	5 Feet
Minimum Setback from East Property Line: (~~Commercial~~ Zoning) Center	5 Feet
Minimum Setback from West property Line: (South 79 East Avenue) Center	~~20~~ 50 Feet
Minimum Setback from North Property Line: (~~East 131st Street~~ South)	~~50~~ 100 Feet
Maximum Permitted Building Height:	35 Feet

Screening:

An eight-foot screening fence shall be established on the west property line beginning 50 feet from 131st Street to the southwest corner of the tract upon development of the property for commercial use. (See exhibit C)

Landscaping:

Submittal with the required site plan will be an extensive landscape plan. The plan will comply with all requirements of the City of Bixby codes. The plan will also include protection of existing trees, if possible, and incorporate features that aid in protecting adjacent residential use from the activities on the site.

Access:

An existing access is established to the property from 131st Street, any relocation and/or establishment of a second access from 131st Street shall be subject to review and approval of the Bixby City Engineer. An access point may be established from South 79 East Avenue within 50 feet of East 131st Street prior to the required Screening Fence with the upgrade of the area utilized of 79 East Avenue to City Standards subject to the review and approval of the Bixby City Engineer.

Lighting:

Exterior area lighting shall be limited to shielded fixtures designed to direct light downward and away from adjacent residential properties. Street and parking lot lighting shall not exceed 15 feet in height and be approved by City Engineer prior to installation.

IV. Signage

1. General requirements:

- a. The Development may ~~place~~ situate and orient one ground sign along 131st Street that ~~incorporates the uses~~ lists the businesses within the development. ~~No additional ground signs shall be allowed within the development.~~
- b. ~~The~~ Ground signs and ~~wall building~~ signs associated with uses that front 131st Street shall follow the guidelines of the CS Zoning District and the Corridor Appearance District.

2. Wall or canopy signs within the development shall not exceed an aggregate display surface area of 1 square foot per each lineal foot of the building wall to which the

sign or signs are affixed. Wall and canopy signs shall be further restricted as follows:

- a. All signs within the Corridor Appearance District boundary must comply with the Corridor Appearance District guidelines.
 - b. A wall or canopy sign shall not extend above the top of the parapet or building wall on which it is located
 - c. All wall and canopy signage lighting shall be shielded and directed away from distributing light pollution on the abutting residential and agricultural properties to the north, south, and west of the property.
3. During the period of construction, but not exceeding 24 months or 75% buildout, a maximum of one sign advertising the construction may be erected ~~on~~ along the 131st Street frontage of the development. This sign shall comply with the City of Bixby Sign Code for Temporary Construction Signs.

11-7D-3: Accessory Uses

B.3. Signs in the commercial districts, whether accessory or principal uses, are subject to the use conditions of Use Unit 21.

11-9-21: Use Unit 21 Business Signs and Outdoor Advertising:

C.3.c. Temporary construction signs may be located on each arterial street frontage of the development. The sign shall not exceed one-half (1/2) of a square foot for each linear foot of arterial street frontage; provided, however, that in no event shall the sign be restricted to less than thirty two (32) square feet nor be permitted to exceed four hundred (400) square feet of display surface area. Sign shall be removed at 75% buildout. Failure to remove signs may cause the offending party to be subject to a fine of up to two hundred dollars (\$200.00) and costs, with each day of continuing violation being a separate offense.

V. Parking

Parking Spaces shall comply with the requirements of the Zoning Code for the use being installed.

VI. Drainage and Utilities

All public utilities are available to the site and shall be addressed in the required platting requirements associated with the requested zone change.

The development will be required to submit a detailed drainage plan to the City Engineer for review and approval in the platting process.

VII. Existing Zoning and Comprehensive Plan

The subject property is designated as Low Intensity by the Bixby Comprehensive Plan. The Property is currently zoned RS-1 (Single Family Residential).

VIII. Proposed Zoning and Comprehensive Plan

A Plan Amendment Application for a Commercial Designation has been submitted to the City Council. This application has been tabled until such time that a Zone Change to CG CS and a Planned Unit Development application can be processed with the Plan Amendment that addresses the previous denied applications and possible inappropriate zoning uses and with criteria to protect existing residential.

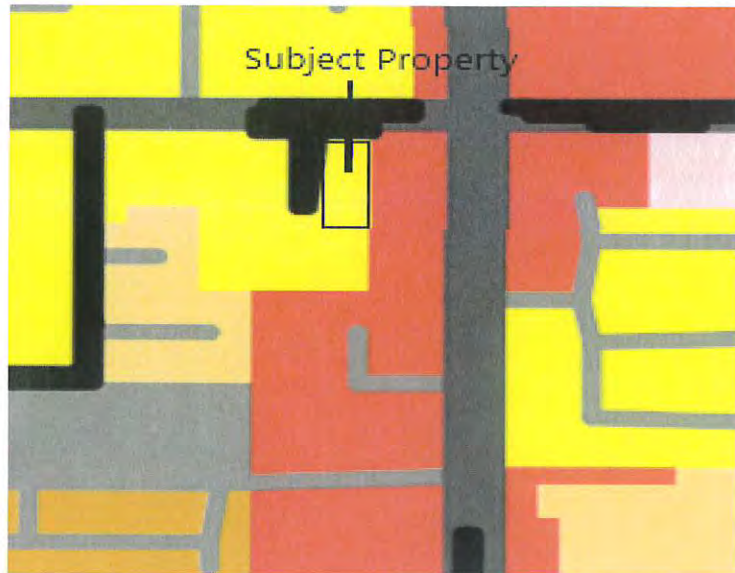
IX. Site Plan Review

Approval of the PUD also requires the submittal of building elevations with a detailed site plan, and required Platting as specified in the Zoning Code. The site plan review will incorporate the elevation of the building for the Corridor Appearance Review process.

EXHIBIT 'A'

Bixby Comp Plan

Subject Area



Legend

Future Land Use

	Rural Agriculture (Unincorporated)
	Agricultural
	Rural Residential
	Low Density Residential
	Medium Density Residential
	Medium-High Density Residential
	High Density Residential
	Mixed Use
	Residential Manufactured Home Park

Density (du/ac.)

0 - 0.5
0 - 1
0 - 1.5
1.5 - 4
4 - 6
6 - 10
10 +
10 +
8

Future Land Use

	Neighborhood Commercial
	Commercial
	Industrial
	Public/Institutional
	Recreation and Open Space
	Flood District
	Water

	City Owned Parcels
	Bixby Fenceline
	Bixby City Limit
	County
	Highway
	Major Street
	Local Street
	Railroad

our Vision. our Future.

EXHIBIT 'B'
Aerial Photo of Site

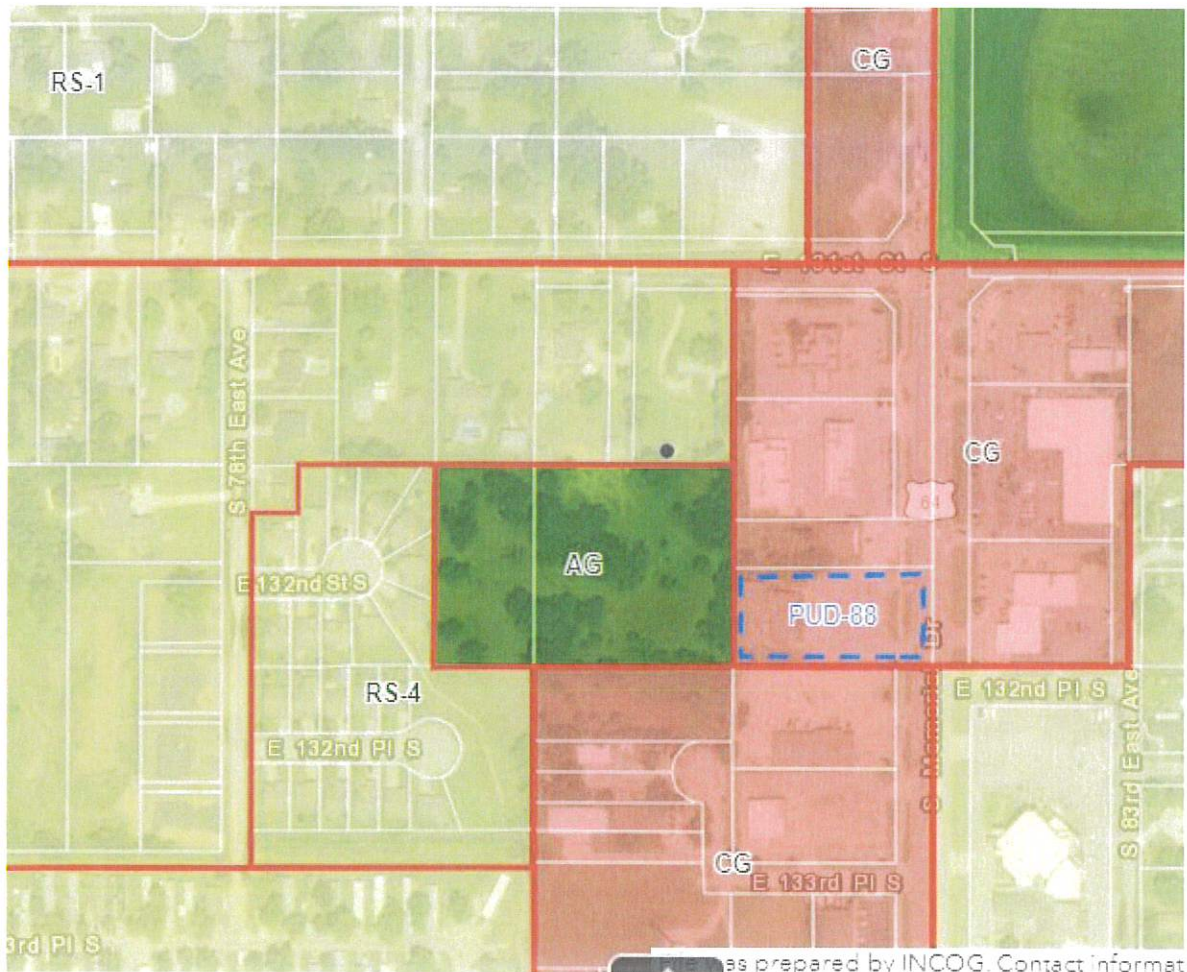


EXHIBIT 'C'

Screening Fence Requirement



EXHIBIT 'D' Area Zoning



as prepared by INCOG. Contact informat

Published in the Tulsa World,
City of Bixby, Tulsa County, Oklahoma _____, 2021

ORDINANCE No. 2386

AN ORDINANCE AMENDING ORDINANCE NUMBER 272; REZONING A TRACT OF LAND, AS MORE PARTICULARLY DESCRIBED IN THIS ORDINANCE, FROM RS-1 (RESIDENTIAL SINGLE-FAMILY) TO CS (COMMERCIAL SHOPPING) CLASSIFICATION FOR THE NEAFUS PROPERTY (BXZO-21.20) WITH SUPPLEMENTAL ZONING (BXPUD-21.12); AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA:

Section 1. That Ordinance No. 2386 be and the same is now amended and the following described property, to-wit:

E/2 OF THE NW/4 NE/4 NE/4 NE/4 LESS THE NORTH 40 FEET FOR ROAD, SECTION ELEVEN (11), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF CONTAINING 1.099 ACRES, MORE OR LESS.

Located west of the southwest corner of East 131st Street South and South Memorial Drive, Bixby, Oklahoma, (BXZO-21.20) with supplemental zoning (BXPUD-21.12), be and the same is now rezoned from RS-1 (Residential Single-Family) to CS (Commercial Shopping) classification.

Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this Ordinance or any part is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Section 3. EMERGENCY CLAUSE. That because this Ordinance is essential to the proper and orderly growth of the City of Bixby, an Emergency is now declared to exist for the preservation of the public peace, health and safety, by reason whereof second reading of this Ordinance is waived and this Ordinance shall take effect and be in force immediately upon its passage.

APPROVED in an open meeting of the Bixby City Council and PASSED by an affirmative majority vote of the entire membership of the City Council, to-wit: ___ YES, ___ NO, ___ ABSTAINING, ___ ABSENT, on this _____ day of _____, 2021.

Mayor of the City of Bixby, Oklahoma

APPROVED as an Emergency Measure ruled upon separately and PASSED by an affirmative majority vote of at least four-fifths (4/5) of the entire membership of the Bixby City Council, to-wit: ___ YES, ___ NO, ___ ABSTAINING, ___ ABSENT, on this _____ day of _____, 2021.

Mayor of the City of Bixby, Oklahoma

(Seal)
ATTEST:

City Clerk

APPROVED:

City Attorney

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, discuss, and approve Ordinance Number 2387, Bixby Easement Closure (BXEC) number 21.05 *KINGSLEY*. A partial easement closure of a utility easement in the rear yard of a property located in Section 2 Township 17 North Range 13 East in the City of Bixby. Property located at: 7076 East 127th Street, Bixby, OK 74008 in Seven Lakes I.

Request to approve Emergency Clause for Ordinance number 2387 and waiving second reading thereof.

INITIATOR: Justin Dowd, Engineering

STAFF INFORMATION SOURCE: City Code, GIS, Seven Lakes I Plat, Record Drawings, and TAC Meeting

BACKGROUND: Justin Kingsley submitted an easement closure for the closure of the 17.5' rear yard utility easement in Lot 25, Block 1 of Seven Lakes I for the purpose of constructing a pool. The City does not have any utilities in this easement, the easement closure was presented to TAC, and all utilities have signed off on the easement closure. Bixby Telephone Company does have an asset in this utility easement, and requested the closure be limited to 10'. This was communicated to the applicant, who signed off on the revision. If the Easement Closure is approved by City Council, the applicant will need to go through district court in order to have the easement vacated since the City can only close an easement.

EXHIBITS: Ordinance Number 2387

KEY ISSUE: Approval

RECOMMENDATION: Staff recommends approval of the easement closure BXEC-21.05 *KINGSLEY*

ITEM NO: _____

MEETING DATE: 01-24-2022

MEETING: City Council

ORDINANCE Number 2387

AN ORDINANCE CLOSING THE NORTH 10 FEET OF A REAR UTILITY EASEMENT BEING PART OF LOT TWENTY-FIVE (25), BLOCK ONE (1) OF SEVEN LAKES I, A SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, AND DECLARING AN EMERGENCY.

WHEREAS Justin Kingsley has requested the closure of a Utility Easement described below to accommodate proposed improvements to the property; and,

WHEREAS the City of Bixby, Oklahoma, has determined that the utility easement is no longer needed to the property or adjacent properties due to the utility connections that have occurred since the access was dedicated; and,

WHEREAS, the various utility companies have been notified and have no objection to the same; and,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, as follows:

The following described property, to wit:

BEING THE NORTH 10 FEET OF THE SOUTH 17.5 FEET, LOT 25, BLOCK 1, SEVEN LAKES I

IS HEREBY CLOSED AS A UTILITY EASEMENT.

Approved this _____ day of _____, 2022

Since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, welfare and safety, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the City Council.

Emergency Clause ruled upon separately this _____ day of _____, 2022

CITY OF BIXBY, OKLAHOMA

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

City of Bixby BPWA Meeting Minutes

**City Hall Municipal Building
116 W Needles, Bixby, OK 74008
January 10, 2021 6:00 P.M.**

The agenda for the regularly scheduled meeting of the City Council of the City of Bixby was posted on the bulletin board at City Hall, 116 West Needles Avenue, Bixby, Oklahoma on January 7th on or before 6:00 p.m.

Mayor Guthrie called the meeting to order at 6:52 p.m.

All members were present.

Members Present

**Guthrie
Blair
Girard
Founds**

Staff Present

**Jared Cottle, City Manager
Phil Frazier, City Attorney
Charles Barnes, Finance Dir.
Bea Aamodt, PW Director
Carolyn Back, Dev. Serv. Dir.
Todd Blish, Police Chief
Yvonne Adams, City Clerk**

Mayor Guthrie said Item #1 on the BPWA Consent Agenda is:

CITY CLERKS REPORT

Consider and approve:

- a). Minutes for the Bixby Public Works Authority meeting dated 12/13/21.

Mayor Guthrie asked for a motion on the BPWA Consent. Vice Mayor Blair made motion to approve, seconded by Councilor Founds. The vote was taken with the following results:

Carried 4-0

Yes: Blair, Founds, Girard, Guthrie

No: None.

Mayor Guthrie said on Item #1 on the Regular BPWA agenda is:

New Business

Adjournment was called at 6:53 p.m.

MAYOR

ATTEST

SECRETARY

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve Change Order #6 for the Bixby Water Reclamation Facility Project for \$44,885.43

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Bea Aamodt

BACKGROUND: Change Order #6 includes the following:

1. Operation enhancement to centrifuge system and caustic (odor control) operations
2. Addition of 30A breaker for polymer feed system to provide power
3. Replacement of breakroom cabinets to change color from white to gray (to be reimbursed by Olsson)
4. Deduction to remove maintenance ramps to extraneous flow basin 1

EXHIBITS: Change Order Backup information

KEY ISSUE: Project Scope

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 1-24-22

MEETING: BPWA

Change Order No. 6

Proj. No: 014-0742

Proj. Name: Bixby Water Reclamation Facility

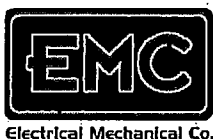
Contract Date: 1/6/2020

ITEM NO.	Description of Work	Change Proposal Number	Change In Contract Value	Change In Contract Days
1	Centrifuge and Caustic Enhancements	29	\$ 32,516.80	0
2	Polymer Feed Power - RFI No. 139	30	\$ 3,349.80	0
3	Replace Breakroom Cabinets	31	\$ 7,834.80	0
4	Remove Ramps from Lagoon 2/EFB 1	-	\$ (3,000.00)	0
5	Outfall Manhole Extension	33	\$ 4,184.03	0
6				0
7				0
8				0
9				0
10				0
11				0
12				0
Net Change			\$ 44,885.43	0

29-Nov-21
 Bixby WRF
 Bixby Oklahoma
 \$32,516.80
 Olsson

Change Proposal No. 29
 One-line Drawing Control Changes
 Revision No. 1

CODE	DESCRIPTION	QUANTITY	UNIT	cost	MATERIAL	cost	LABOR	cost	EQUIPMENT	cost	SUB-CONTR.
	Change One line Control Drawing updates				MATERIAL		LABOR		EQUIPMENT		SUB-CONT.
	Deduct - per attached proposal	1	LS		0.00		0.00		0.00		(2,000.00) *
	Additions - per attached proposal	1	LS		0.00		0.00		0.00		28,415.00
		1	LS		0.00		0.00		0.00		0.00
		1	LS		0.00		0.00		0.00		0.00
			EA		0.00		0.00		0.00		0.00 *
	TOTALS:				0.00		0.00		0.00		26,415.00
	SUMMARY				MATERIAL		LABOR		EQUIPMENT		SUB-CONT.
	Change One line Control Drawing updates				0.00		0.00		0.00		26,415.00
	TOTALS ("On-Job Cost")				0.00		0.00		0.00		26,415.00
	ESTIMATE SUMMARY										
	TOTAL MATERIAL				0.00						
	TOTAL LABOR (PAYROLLS)				0.00						
	TOTAL EQUIPMENT & MISC				0.00						
	TOTAL SUB-CONTRACT				26,415.00						
	Total Deduct				26,415.00						
	TAX ON PAYROLLS	FACTOR:	36%		0.00						
	FRINGES ON PAYROLLS	FACTOR:	14%		0.00						
1010	ALL INSURANCE EXCEPT BUILDER RISK	FACTOR:	11.15		502.00						
1011	BUILDER'S RISK ON INCREASE TO TIME	FACTOR:	0.015		0.00						
	BUILDERS RISK ON CHANGE ORDER AMOUNT		0.015		135.00						
	SUB-TOTAL (ACTUAL COST)				27,052.00						
1030	BOND PREMIUM - SUBCONTRACTORS	FACTOR:	3 %		792.00						
1020	BOND PREMIUM - GENERAL CONTRACT				373.00						
	2 YR MAINTENANCE BOND				58.80						
	SUB-TOTAL (ADJUSTED JOB COST)				28,275.80						
	OVERHEAD/PROFIT	15 %			4,241.00						
	TOTAL				32,516.80						



2211 East 6th Street
Tulsa, OK 74104
Phone: 918-585-3640
Fax: 918-585-3683

Change Order - Control One-line changes

DATE: November 29, 2021
TO: Kevin Lang
FROM: Tony Watson
PROJECT: 2034 Bixby Water Reclamation Facility

Complete cost and deductions for changes made to control one-line drawings as per Warren Humphrey.

Deductions – total of 680' of Cat VI from VFD buckets in MCC's to supervisory panel

Material - \$1000.00
Labor - \$1000.00
Total - \$2000.00 Credit

Adders –

#1-Truck Bay Control Panel SG-11-9
Total – \$3000.00

#2 – 4-#14, 3/4"C from truck bay control panel to supervisory panel
Material-\$1163.00
Labor-\$5590.00
Total-\$6753.00

#3 – 12-#14, 3/4"C and 3PR#16TSP, 1"C from Odor control panel to supervisory panel
Material-\$4683.00
Labor-\$8836.00
Total-\$13519.00

#4 – 2-#14, 3/4"C from conveyor pull cord E-stop to Conveyor VFD Bucket in MCC
Material-\$1125.00
Labor-\$4018.00
Total-\$5143.00

Additional costs - \$28,415.00
Deductions - \$2,000.00

Total Change Order - \$26,415.00



Tulsa, OK 74120
Phone: 918-527-9447
Fax: 918-585-368

Items provided by EMC:

- Conduit and wire
- All labor is included.

Items added require conduit and wire from one end of building to the other. Deductions was just Cat VI pulled in cable tray internally in the electric room. If you have any questions or need any further clarification, please call.

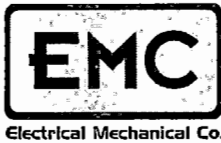
Thanks,

Tony Watson
Project Manager
918-688-6979

Please Note: This bid is considered proprietary information, intended for the use of your construction company only and should not be revealed to any person not directly employed by your company. By accepting this bid, it is understood that you agree to keep it confidential and not share it in any form with anyone who could be considered in competition with EMC.

Change Proposal No. 30
RFI No. 139 Polymer Feed Power
Revision No. 1

CODE	DESCRIPTION	QUANTITY	UNIT	COST	MATERIAL	COST	LABOR	COST	EQUIPMENT	COST	SUB-CONTR.
	30A 3P 480V bucket				MATERIAL		LABOR		EQUIPMENT		SUB-CONT.
	New 30A 3P 480V Bucket	1	LS		0.00		0.00		0.00		1,790.00 *
		1	LS		0.00		0.00		0.00		0.00
		1	LS		0.00		0.00		0.00		0.00
			EA		0.00		0.00		0.00		0.00 *
	TOTALS:				0.00		0.00		0.00		1,790.00
	SUMMARY				MATERIAL		LABOR		EQUIPMENT		SUB-CONT.
	30A 3P 480V bucket				0.00		0.00		0.00		1,790.00
TOTALS ("On-Job Cost")											
ESTIMATE SUMMARY											
TOTAL MATERIAL					0.00						
TOTAL LABOR (PAYROLLS)					0.00						
TOTAL EQUIPMENT & MISC					0.00						
TOTAL SUB-CONTRACT					1,790.00						
Total Deduct					1,790.00						
TAX ON PAYROLLS					0.00						
FRINGES ON PAYROLLS					0.00						
ALL INSURANCE EXCEPT BUILDER RISK					502.00						
1010	BUILDER'S RISK ON INCREASE TO TIME	FACTOR:			0.015	0.00					
1011	BUILDERS RISK ON CHANGE ORDER AMOUNT	0.015			135.00						
SUB-TOTAL (ACTUAL COST)					2,427.00						
1030	BOND PREMIUM - SUBCONTRACTORS	FACTOR:			3 %	54.00					
1020	BOND PREMIUM - GENERAL CONTRACT				373.00						
	2 YR MAINTENANCE BOND				58.80						
SUB-TOTAL (ADJUSTED JOB COST)					2,912.80						
OVERHEAD/PROFIT 15 %					437.00						
TOTAL					3,349.80						
Add 15 Days to contract											



2211 East 6th Street
Tulsa, OK 74104
Phone: 918-585-3640
Fax: 918-585-3683

Change Order Request II – Polymer Feed Power Feed RFI#139

DATE: December 22, 2021
TO: Kevin Lang
FROM: Tony Watson
PROJECT: 2034 Bixby Water Reclamation Facility

Complete cost for installation of new bucket for power feed to Polymer feed panel.

Material - \$1250.00
Labor - 540.00
Total - \$1790.00

Items provided by EMC:

- New 30A 3P 480V breaker and installation kit
- All labor is included.
- Lead time for this material is 10-14 days

If you have any questions or need any further clarification, please call.

Thanks,

Tony Watson
Project Manager
918-688-6979

03-Jan-22
 Bixby WRF
 Bixby Oklahoma
 \$7,834.80
 Olsson

Change Proposal No. 31
 Replace Breakroom Cabinets

CODE	DESCRIPTION	QUANTITY	UNIT	cost	MATERIAL	cost	LABOR	cost	EQUIPMENT	cost	SUB-CONTR.
	Breakroom Cabinets				MATERIAL		LABOR		EQUIPMENT		SUB-CONT.
	Replace Breakroom Cabinet	1	LS		0.00		0.00		0.00		4,877.00 *
	Disconnect and Reconnect Plumbing	1	LS		0.00		0.00		0.00		700.00
		1	LS		0.00		0.00		0.00		0.00
			EA		0.00		0.00		0.00		0.00 *
	TOTALS:				0.00		0.00		0.00		5,577.00
	SUMMARY				MATERIAL		LABOR		EQUIPMENT		SUB-CONT.
	Breakroom Cabinets				0.00		0.00		0.00		5,577.00
	TOTALS ("On-Job Cost")				0.00		0.00		0.00		5,577.00
	ESTIMATE SUMMARY										
	TOTAL MATERIAL				0.00						
	TOTAL LABOR (PAYROLLS)				0.00						
	TOTAL EQUIPMENT & MISC				0.00						
	TOTAL SUB-CONTRACT				5,577.00						
	Total Deduct				5,577.00						
	TAX ON PAYROLLS	FACTOR:	35%		0.00						
	FRINGES ON PAYROLLS	FACTOR:	14%		0.00						
1010	ALL INSURANCE EXCEPT BUILDER RISK	FACTOR:	11.15		502.00						
1011	BUILDER'S RISK ON INCREASE TO TIME	FACTOR:	0.015		0.00						
	BUILDERS RISK ON CHANGE ORDER AMOUNT		0.015		135.00						
	SUB-TOTAL (ACTUAL COST)				6,214.00						
1030	BOND PREMIUM - SUBCONTRACTORS	FACTOR:	3 %		167.00						
1020	BOND PREMIUM - GENERAL CONTRACT				373.00						
	2 YR MAINTENANCE BOND				58.80						
	SUB-TOTAL (ADJUSTED JOB COST)				6,812.80						
	OVERHEAD/PROFIT		15 %		1,022.00						
	TOTAL				7,834.80						



3240 N 190 Rd
PO Box 756
Beggs, OK 74421-0756
918-267-5100
918-267-5103 (FAX)

12-27-21

Bixby WRF break room.

Work as described below:

- Remove existing break room countertop and cabinets.
- Install new base and upper cabinets
- Reinstall existing solid surface countertop.

Add \$4,877.00

Notes of interest:

- If the countertop is damaged during removal or reinstallation we will repair said damage at no additional cost but it will NOT be replaced.
- Plumbing will have to be disconnected and reinstalled by others before work can begin.

Bobby Edwards
Bobby Edwards
Arnold Brothers Cabinets

Bixby WRF
Bixby Oklahoma
Olsson

19-Jan-22
\$4,184.03

Change Proposal No. 33
Outfall Manhole Extension

CODE	DESCRIPTION	QUANTITY	UNIT	COST	MATERIAL	COST	LABOR	COST	EQUIPMENT	COST	SUB-CONTR.
DIV. 1	GENERAL CONDITIONS										PAGE 1
1101	SUPERVISION /TRUCK	0.05	WKS		0.00	2,500	125.00	600	30.00		0.00 *
					0.00		0.00		0.00		0.00 *
	TOTALS:				0.00		125.00		30.00		0.00
DIV. 1	GENERAL CONDITIONS-TOOLS/EQUIPMENT				MATERIAL		LABOR		EQUIPMENT		SUB-CONTR.
1203	SMALL TOOLS	1	FORMULA		0.00		0.00		35.00		0.00 *
1204	PPE	1	FORMULA		43.85		0.00		0.00		0.00 *
					0.00		0.00		0.00		0.00 *
	TOTALS:				43.85		0.00		35.00		0.00
	Add extension to 5' 0" dia. manhole				MATERIAL		LABOR		EQUIPMENT		SUB-CONTR.
	5' 0" dia. x 60" Riser	1	LS		992.21		0.00		0.00		0.00 *
	Freight	1	LS		160.42		168.00		210.00		0.00 *
	Install 60" section of 5' 0" MH	1	LS		0.00	584.00	584.00	750	750.00		0.00
			EA		0.00		0.00		0.00		0.00
					0.00		0.00		0.00		0.00
	TOTALS:				1,152.63		752.00		960.00		0.00
	SUMMARY				MATERIAL		LABOR		EQUIPMENT		SUB-CONTR.
DIV. 1	GENERAL CONDITIONS				0.00		125.00		30.00		0.00
DIV. 1	TOOLS & EQUIPMENT				43.85		0.00		35.00		0.00
	Add Extension to outfall MH				1,152.63		752.00		960.00		0.00
TOTALS ("On-Job Cost")						1,196.48	877.00		1,025.00		0.00
ESTIMATE SUMMARY											
TOTAL MATERIAL						1,196.48					
TOTAL LABOR (PAYROLLS)						877.00					
TOTAL EQUIPMENT & MISC						1,025.00					
TOTAL SUB-CONTRACT						0.00					
SUB-TOTAL (ON-JOB COST)						3,098.48					
TAX ON PAYROLLS					FACTOR:	36%					
FRINGES ON PAYROLLS					FACTOR:	14%					
1010	ALL INSURANCE EXCEPT BUILDER RISK				FACTOR:	11.15					
1011	BUILDER'S RISK ON INCREASE TO TIME				FACTOR:	0.015					
	BUILDERS RISK ON CHANGE ORDER AMOUNT					0.015					
SUB-TOTAL (ACTUAL COST)						3,597.94					
1030	BOND PREMIUM - SUBCONTRACTORS				FACTOR:	3 %					
1020	BOND PREMIUM - GENERAL CONTRACT					0.00					
	2 YR MAINTENANCE BOND					36.00					
						5.67					
SUB-TOTAL (ADJUSTED JOB COST)						3,638.03					
OVERHEAD/PROFIT					15 %	546.00					
TOTAL						4,184.03					