



City of Bixby Planning Commission Meeting Agenda

Monday, August 19, 2024

6:00 PM

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

Call to Order

Chairman

Roll Call

Secretary

Consent Agenda

- 1) Consider and Approve the Planning Commission Meeting Minutes from March 18, 2024.
- 2) Consider and Approve the Planning Commission Meeting Minutes from July 15, 2024.

Public Hearings

- 1) Discussion, consideration, and possible vote for approval of Final Plat (B.X.P.T.) 23.14; The Fountains
- 2) Discussion, consideration, and possible vote for approval of Final Plat (B.X.P.T.) 23.04; Henson Square
- 3) Discussion, consideration, and possible vote for approval of Planned Unit Development (B.X.P.U.D.) 24.05; Midland Development.
- 4) Discussion, consideration, and possible vote for approval of Planned Unit Development Major Amendment No. 1 (B.X.P.U.D.) 22.02 MA.01; Spartan Square.
- 5) Discussion, consideration, and possible vote for approval of Site Plan (B.X.S.P.) 24.12; Spartan Square.
- 6) Discussion, consideration, and possible vote for approval of Planned Unit Development Major Amendment No. 1 (B.X.P.U.D.) 21.07 MA.01; Haikey Creek

Old Business

New Business

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of August 16, 2024, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby, Oklahoma.

Respectfully Submitted

Gladys Gill, Assistant Planner

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

BIXBY PLANNING COMMISSION MINUTES
REGULAR MEETING
Monday | March 18, 2024 | 6:00 PM
City Hall, Council Chambers | 116 West Needles, Bixby, OK

CALL TO ORDER: 6:04 PM

Roll Call was taken

MEMBERS PRESENT: Jason Mohler (left meeting at 7:00 p.m.)
Josh Nave
Tom Holland
Lance Whisman

MEMBERS ABSENT: Steve Hobbs

STAFF PRESENT: Joey Wiedel, Director of Development Services
Gwen Plante, Assistant City Planner
Justin Dowd, City Engineer
Phil Frasier, City Attorney

Consent Agenda:

1. Consider and/or approve the minutes of the January 16, 2024 Planning Commission Regular Meeting.

Commissioner Nave asked if there was a motion on the Consent Agenda to approve Item No. 1 the minutes of January 16, 2024. Commissioner Nave made a motion to approve, and Commissioner Holland seconded. The vote was recorded as follows:

Mr. Nave	Yes
Mr. Holland	Yes
Mr. Mohler	Yes

Motion was Approved

2. Consider and/or approve the minutes of the February 20, 2024 Planning Commission Regular Meeting.

Commissioner Nave asked if there was a motion on the Consent Agenda to approve Item No. 2, the minutes of February 20, 2024. Commissioner Nave made a motion to approve, and Commissioner Holland seconded. The vote was recorded as follows:

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

Motion was Approved

Regular Agenda:

3. Discussion, consideration, and possible vote for approval of Bixby Site Plan (B.X.S.P.) number 24.04, Site Plan for Bixby Dental Offices, located at 15000 S Hudson Avenue.

Mr. Wiedel gave the Planning Commission an overview of the project and stated that the applicant was present for any questions the Commission might have.

Applicant Brad McManis gave an overview of the project and answered questions that the Planning Commission had.

Commissioner Nave asked if there was a motion to approve the Site Plan (BXSP 24.04) for Bixby Dental Offices. Commissioner Nave made a motion to approve without using Hardy Board as a masonry product, and Vice Chair Mohler seconded. The vote was recorded as follows:

Mr. Nave	Yes
Mr. Whisman	Yes
Mr. Holland	Yes
Mr. Mohler	Yes

Motion was Approved

4. Discussion and possible approval of a Bixby Comprehensive Plan (B.X.C.P.) number 24.01, Amendment to the Comprehensive Plan for Spartan Crossing, from Low-Density Residential to Medium-Density Residential, to allow for R.S.-3 (Residential Single Family) development, containing approximately 29.568 acres in Section 26, Township 17N, Range 13E, located 1/4 mile East of the Southeast Corner of East 161st Street South and South Sheridan Road.

Mr. Wiedel gave an overview of the project to the Planning Commission and stated the applicant was available for questions.

The Applicant, Erik Enyart, with Tanner Consulting, was available for questions, he outlined the project to the Planning Commissioners.

Speakers: Mr. Jerry Ezell spoke against the project.

Commissioner Nave asked if there was a motion to approve the Comprehensive Plan (BXCP 24.01) for Spartan Crossing. Commissioner Nave made a motion to approve, and Commissioner Holland seconded. The vote was recorded as follows:

Mr. Nave	Yes
Mr. Whisman	Yes
Mr. Holland	Yes
Mr. Mohler	Yes

Motion was Approved

5. Discussion and possible approval of Bixby Zoning (BXZO) number 24.01, Rezoning for Spartan Crossing, a proposed amendment to a zoning district in the

City of Bixby, from Agriculture to (R.S.-3) Residential Single Family, to allow for a Residential Development in Bixby, containing approximately 29.568 acres in Section 26 Township 17N, Range 13E, located 1/4 mile East of the Southeast Corner of East 161st Street South and South Sheridan Road.

Commissioner Nave asked if there was a motion to approve the Zoning (BXZO 24.01) for Spartan Crossing from Agriculture (AG) to Residential Single Family (RS-3). Commissioner Nave made a motion to approve with Staff recommendations, and Commissioner Whisman seconded. The vote was recorded as follows:

Mr. Nave	Yes
Mr. Whisman	Yes
Mr. Holland	Yes
Mr. Mohler	Yes

Motion was Approved

6. Discussion and possible approval of Bixby Zoning (BXPUD) number 24.01, Rezoning for Spartan Crossing, a proposed amendment to a zoning district in the City of Bixby, from Agriculture to (R.S.-3) Residential Single Family, to allow for a Residential Development in Bixby, containing approximately 29.568 acres in Section 26 Township 17N, Range 13E, located 1/4 mile East of the Southeast Corner of East 161st Street South and South Sheridan Road.

Commissioner Holland asked about amenities within the development. He would like to see more parks and amenities listed within the PUD and see the PUD define the size of the clubhouse and other amenities.

Commissioner Nave asked if there was a motion to approve the PUD (BXPUD 24.01) for Spartan Crossing. Commissioner Nave made a motion to approve with Staff recommendations, and Commissioner Whisman seconded. The vote was recorded as follows:

Mr. Nave	Yes
Mr. Whisman	Yes
Mr. Holland	Yes
Mr. Mohler	Yes

Motion was Approved

Mr. Mohler recused himself from the meeting at approximately 7:00 p.m.

7. Discussion and possible approval of Bixby Comprehensive Plan Amendment (B.X.C.P 24.02) White Hawk II, request to change the land use from Low-Intensity Recreational / Open Space to Low-Intensity Residential; general location: North of 151st (HWY 67) and East of Yale, Section 15, Township, 17N, Range 13E, in the City of Bixby.

Mr. Wiedel gave the Planning Commission an overview of the project and stated that the applicant was available for questions.

The Applicant, Lou Reynolds, with Eller & Detrich, was available for questions.

Speakers: There were Twenty-four (24) speakers signed up to speak and only Twenty-one (21) spoke. There were Five (5) for the project and Sixteen (16) against the project.

Commissioner Nave stated at 8:32 p.m. that they would take a break and would return at 8:40 p.m.

Commissioner Nave called the meeting back to order at 8:40 p.m. and closed the public comment period.

Commissioner Nave asked the applicant if he would like to respond to any of the questions or comments that were made during the public comments. Mr. Reynolds stated that nothing had been done improperly, that this was just the Comprehensive Plan before them, and that under State Law, what controls here is zoning.

Commissioner Whisman asked the legal counsel if he agreed, and Mr. Frasier stated he had shown Commissioner Nave that the Comprehensive Plan was subservient to the Zoning Code.

Commissioner Holland asked staff if we had an opinion or a legal basis regarding Restrictive Covenants; Mr. Frazier stated that the City's position has always been in regards to Covenants and Restrictive Covenants, that is, between a developer and the homeowners, the City is not a party to the contract.

Discussion continued.

Commissioner Nave asked if there was a motion to approve the Comprehensive Plan Amendment (BXCP 24.02) for White Hawk II to change the land use from Low-Intensity Recreational/Open Space to Low-Intensity Residential. Commissioner Nave made a motion to deny, and Commissioner Holland seconded. The vote was recorded as follows:

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

Motion was Approved.

Old Business: None

New Business: None

The meeting adjourned at 9:03 pm

Planning Commission

Gwen Plante, Secretary

BIXBY PLANNING COMMISSION MINUTES
REGULAR MEETING
Monday | July 15, 2024 | 6:00 PM
City Hall, Council Chambers | 116 West Needles, Bixby, OK

CALL TO ORDER: 6:05 p.m.

Roll Call

MEMBERS PRESENT: Steve Hobbs, Chairman
Jason Mohler, Vice Chairman
Tom Holland
Josh Nave

MEMBERS ABSENT: Lance Whisman

STAFF PRESENT: Joey Wiedel, Development Services Director
Gwen Plante, Assistant City Planner
Justin Dowd, City Engineer

Consent Agenda:

1. Consider and approve the minutes of the March 18, 2024, Planning Commission Regular Meeting.

The item was continued to next meeting due to the lack of a quorum of Commissioners in attendance at the March 18, 2024, meeting.

2. Consider and approve the minutes of the June 17, 2024, Planning Commission Regular Meeting.

Chairman Hobbs asked if there was a motion to approve the minutes of the June 17, 2024, Planning Commission Regular Meeting. Commissioner Holland made a motion to approve, and Vice Chairman Mohler seconded. The vote was as follows:

Mr. Hobbs	Yes
Mr. Holland	Yes
Mr. Mohler	Yes

Motion was Approved

Regular Agenda:

3. Discussion, consideration, and possible vote for approval of a Site Plan (B.X.S.P.) number 24.08 for Marlee Office No. 5, located at 7638 East 126th Street South, Bixby, Oklahoma.

Mr. Wiedel gave an overview of the project to the Planning Commission and stated the Applicant was available to answer questions.

Chairman Hobbs asked if there was a motion regarding the Site Plan (B.X.S.P.) number 24.08 for Marlee Office No. 5. Vice Chairman Mohler made a motion to approve, and Commissioner Holland seconded. The vote was as follows:

Mr. Hobbs	Yes
Mr. Nave	Yes
Mr. Holland	Yes
Mr. Mohler	Yes

Motion was Approved

4. Discussion, consideration, and possible vote for approval of Bixby Zoning (B.X.Z.O.) number 24.04 for Dixielou 151st & Harvard, located at 15104 South Harvard Avenue.

Mr. Wiedel gave an overview of the project to the Planning Commission and stated the Applicant was available to answer questions.

Chairman Hobbs asked if there was a motion regarding the Rezone (B.X.Z.O.) number 24.04 for Dixielou 151st & Harvard, from Agriculture to Commercial Shopping. Commissioner Nave made a motion to approve, and Vice Chairman Mohler seconded. The vote was as follows:

Mr. Hobbs	Yes
Mr. Nave	Yes
Mr. Holland	Yes
Mr. Mohler	Yes

Motion was Approved

5. Discussion, consideration and possible vote for approval of Bixby Zoning (B.X.Z.O.) number 24.05 to Rezoning for Froning 121, from Agriculture (AG) to Residential Single-Family (RS-2) the property contains +/- 40.016 acres, located at 10319 East 121st Street South.

Mr. Wiedel gave the Planning Commission an overview of the project and stated the Applicant was available to answer questions.

The Applicant, Erik Enyart, with Tanner Consulting, was available for questions and outlined the project to the Planning Commissioners.

Speakers: James Benge, Tony Thompson, Sheila Hill, Dawn Boardman, Randy Mitchell.

Discussion ensued.

Chairman Hobbs asked if there was a motion on the Rezone (B.X.Z.O.) number 24.05 Rezoning for Froning 121, from Agriculture (AG) to Residential Single-

Family (RS-2). Commissioner Nave made a motion to approve, and Vice Chairman Mohler seconded. The vote was as follows:

Mr. Hobbs	No
Mr. Nave	Yes
Mr. Holland	Yes
Mr. Mohler	Yes

Motion was Approved

6. Discussion, consideration, and possible vote for approval of Bixby Zoning (B.X.P.U.D.) number 24.04 Planned Unit Development for Froning 121. The property contains +/- 40.016 acres, located at 10319 East 121st Street South.

Discussion ensued.

Chairman Hobbs asked if there was a motion on the Planned Unit Development (B.X.P.U.D.) number 24.04 for Froning 121. Commissioner Nave made a motion to approve, with the following conditions: 75% Masonry, with the front being 100%, only allow 25% use of Hardie Plank, Uniform Fencing along 121st Street, Nature Trail to be similar to the conceptual and trail system connectivity. Vice Chairman Mohler seconded. The vote was as follows:

Mr. Hobbs	No
Mr. Nave	Yes
Mr. Holland	No
Mr. Mohler	Yes

Motion was Denied

7. Discussion, consideration, and possible vote for approval of Final Plat (B.X.P.T.) number 24.06 for Perfect Food and Gas, located at 15911 South Memorial Drive.

Mr. Wiedel gave the Planning Commission an overview of the project and stated that the Applicant was available to answer any related questions.

The Applicant, Mark Capron, with Wallace Design Collective, was available to answer questions.

Chairman Hobbs asked if there was a motion to approve Final Plat (B.X.P.T.) number 24.06 for Perfect Food and Gas. Vice Chairman Mohler made a motion to approve, and Chairman Hobbs seconded. The vote was as follows:

Mr. Hobbs	Yes
Mr. Nave	Yes
Mr. Holland	Yes
Mr. Mohler	Yes

Motion was Approved.

8. Discussion, consideration, and possible vote for approval of a Site Plan (B.X.S.P.) number 24.09 for El Maguey Mexican Restaurant, located at 7450 E 121st Street South.

Mr. Wiedel gave the Planning Commission an overview of the project and stated that the Applicant was available to answer any related questions.

The Applicant, Roy Torres, was available to answer questions.

Chairman Hobbs asked if there was a motion to approve Site Plan (B.X.S.P.) number 24.09 for El Maguey Mexican Restaurant. Chairman Hobbs made a motion to approve, and Commissioner Holland seconded. The vote was as follows:

Mr. Hobbs	Yes
Mr. Nave	Yes
Mr. Holland	Yes
Mr. Mohler	Yes

Motion was Approved.

9. Discussion, consideration, and possible vote for approval of a Site Plan (B.X.S.P.) number 24.10 for T&T Smiles, located on the NE Corner of South Yale Avenue and East 151st Street South.

Mr. Wiedel gave the Planning Commission an overview of the project and stated that the Applicant was available to answer any related questions.

The Applicant, Justin DeBruin, Wallace Design Collective was available to answer questions.

Chairman Hobbs asked if there was a motion to approve Site Plan (B.X.S.P.) number 24.10 for T&T Smiles. Vice Chairman Mohler made a motion to approve, and Commissioner Holland seconded. The vote was as follows:

Mr. Hobbs	Yes
Mr. Nave	Yes
Mr. Holland	Yes
Mr. Mohler	Yes

Motion was Approved.

Old Business: None

New Business: Staff informed the Commissioners and the Public that Matrix would be in town for Town Hall meetings Tuesday July 16th at Crossroads Church and Thursday July 18th at New Beginnings Church, and encouraged everyone to attend to help with public input into the new zoning code. Staff also requested the Commissioners to sign up for one-on-one meetings with Matrix.

The meeting adjourned at 8:55 pm.

Planning Commission

Gwen Plante, Secretary

Pending Planning Commission Approval



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

Staff Report

To: Bixby Planning Commission

From: Joey Wiedel, Director of Development Services
Gwen Plante, Assistant City Planner

Date: August 19, 2024

Name: The Fountains

RE: The Fountains Conditional Final Plat – BXPT 23.14

Location: Northwest Corner (NW/c) of East 121st Street and Mingo Road, 12100-Block of South Mingo Road

STR: Section 36, Township 18N, Range 13E

Applicant: Tanner Consulting LLC

Request:

Tanner Consulting requests a Conditional Final Plat approval for The Fountains for Blocks 1-7, BXPT 23.14, as part of Planned Unit Development (BXPUD 23.03). Staff has reviewed the Conditional Final Plat application, and the platting requirements for the City of Bixby have been met.

Site Stats: Commercial (Development Area A)

Acres: 4.633 +/-	No. of Lots: 3	Max. Bldg Height: 40ft	Min. Set-Back Arterial St.: 25ft
Max. Street Frontage: 100ft	Min. Street Frontage: 50ft	Min.Set-Back Abutting Res. 10ft	Min. Set-Back Non-Arterial: 10ft

**Site Stats Cont.:
Residential (Development Area B):**

Acres: 10.803 +/-	No. Dwelling Units: 45	Min. Lot Width: 55 ft.	Min. Land Area DU: 8,400 sf	Min Dwelling Size: 1700 sq. ft.
No. of Lots: 45	No. of Blocks: 6	Min. Lot Area: 6,600 sq. ft.	Max Bldg. Height: 35 ft.	Reserve Areas: 2

*Please note:

Development Area A (Commercial) has a total of 3 Lots located in Block 7

Development Area B (Residential) has a total of 45 lots located in Blocks 1-6

Figure 1:

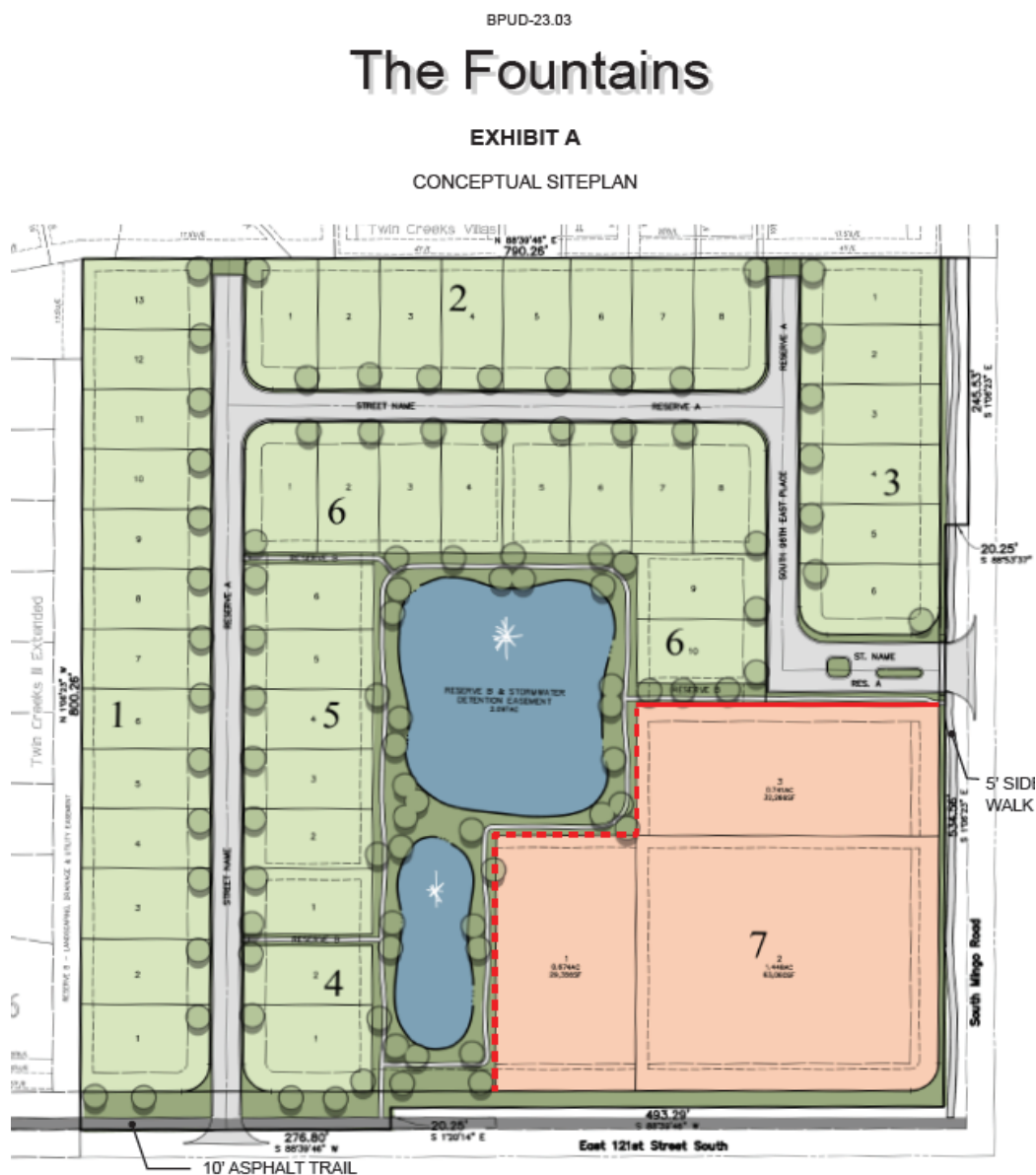


Figure 2: Approved Preliminary Plat, October 2023

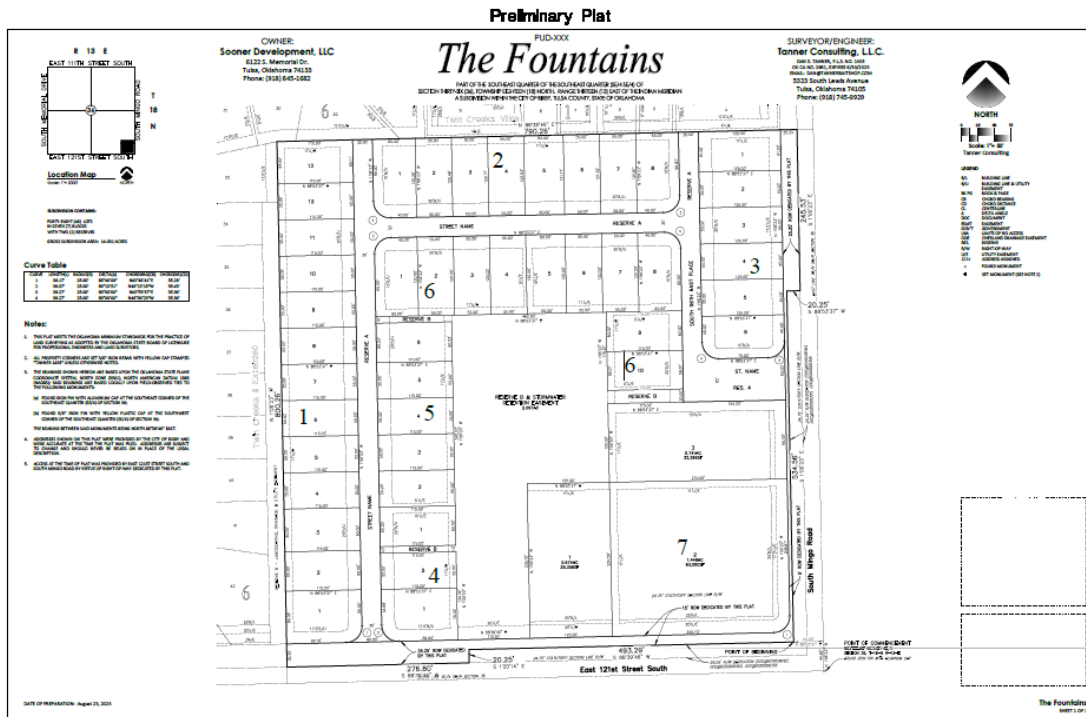
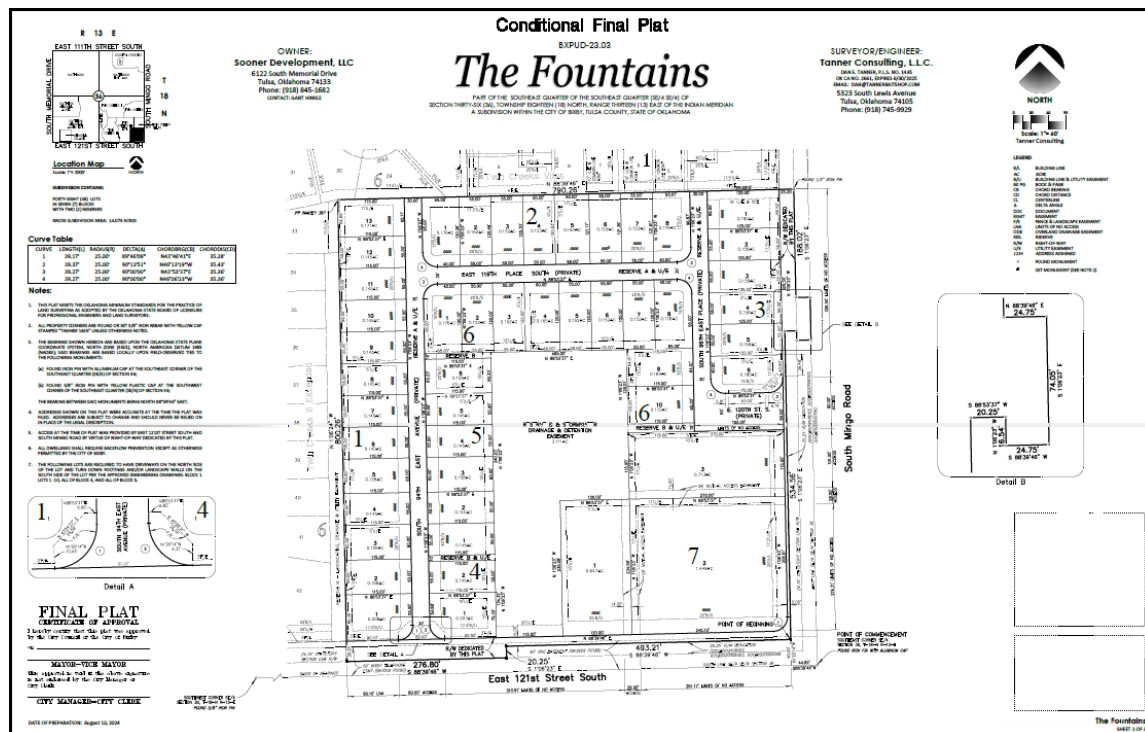


Exhibit A: Conditional Final Plat



Staff Review:

The applicant is requesting approval of the Conditional Final Plat. The Preliminary Plat was approved by Council on October 23, 2023.

The Planned Unit Development case number has changed to reflect the original Plat case number, applicant will need to edit that information on the submitted plat.

The word “Conditional” will need to be omitted from the submitted plat prior to City Council hearing.

Utilities/Site Area:

Water: There is a 10-inch line running North to South located on the West side of Mingo and a 12-inch line located on the North side of East 121st Street at the Southwest corner of The Fountains development, that runs East to West.

Sanitary Sewer: An 8-inch line running North to South located along the West boundary line of the development and an 8-inch line located along a portion of the North boundary line for approximately 530 feet, running East to West.

Stormwater System: The Bixby GIS shows an 84-inch pipe located on the East side of Mingo Road running North to South

Engineering Review Comments:

Justin Dowd, City Engineer, presented the Final Plat to the Technical Advisory Committee meeting on August 7, 2024.

Public Comments: No comments have been received at the time of this writing.

Figures: 1: Conceptual Site Plan excerpt from PUD booklet
2: Preliminary Plat, Approved October 2023

Exhibits: Exhibit A: Conditional Final Plat
Exhibit B: Engineering Memo
Exhibit C: TAC Meeting Minutes with responses
Exhibit D: Comment Response Letter

Conditional Final Plat

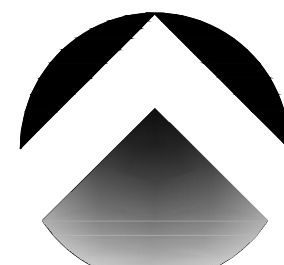
BXPUD-23.03

OWNER:
Sooner Development, LLC
6122 South Memorial Drive
Tulsa, Oklahoma 74133
Phone: (918) 845-1682
CONTACT: GANT HINKLE

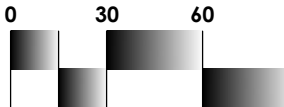
The Fountains

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF
SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) 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 6/30/2025
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



NORTH

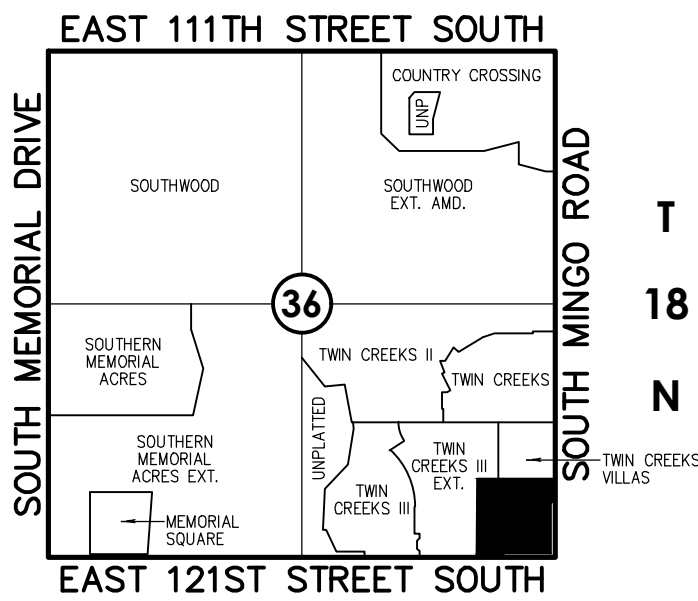


Scale: 1"= 60'
Tanner Consulting

LEGEND

- | | |
|-------|----------------------------------|
| B/L | BUILDING LINE |
| AC | ACRE |
| 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 |
| F/E | FENCE & LANDSCAPE EASEMENT |
| LNA | LIMITS OF NO ACCESS |
| ODE | OVERLAND DRAINAGE EASEMENT |
| RES. | RESERVE |
| R/W | RIGHT-OF-WAY |
| U/E | UTILITY EASEMENT |
| 1234 | ADDRESS ASSIGNED |
| ○ | FOUND MONUMENT |
| ● | SET MONUMENT (SEE NOTE 2) |

R 13 E



Location Map

Scale: 1"= 2000'



SUBDIVISION CONTAINS:

FORTY-EIGHT (48) LOTS
IN SEVEN (7) BLOCKS
WITH TWO (2) RESERVES

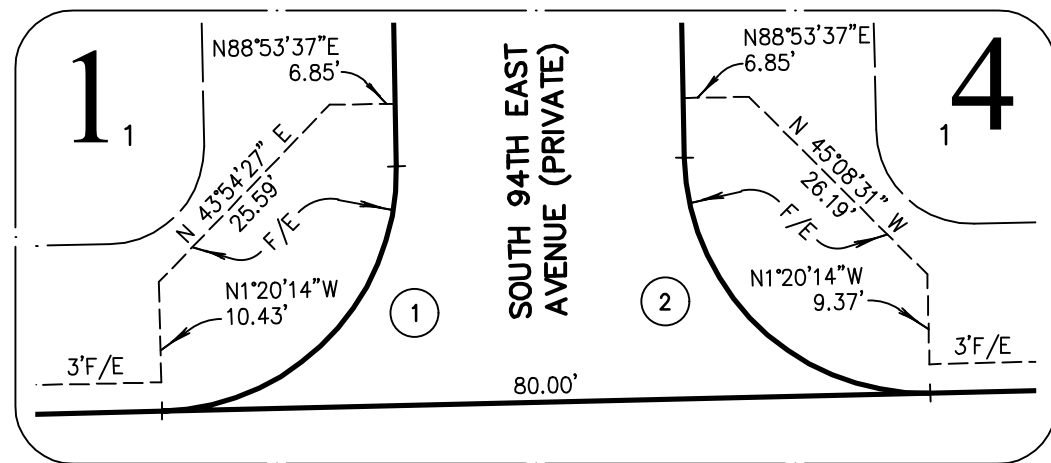
GROSS SUBDIVISION AREA: 14.073 ACRES

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	39.17'	25.00'	89°46'09"	N43°46'41"E	35.28'
2	39.37'	25.00'	90°13'51"	N46°13'19"W	35.43'
3	39.27'	25.00'	90°00'00"	N43°53'37"E	35.36'
4	39.27'	25.00'	90°00'00"	N46°06'23"W	35.36'

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
(a) FOUND IRON PIN WITH ALUMINUM CAP AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 36;
(b) FOUND 5/8" IRON PIN WITH YELLOW PLASTIC CAP AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 36;
THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°39'46" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 121ST STREET SOUTH AND SOUTH MINGO ROAD 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.
- THE FOLLOWING LOTS ARE REQUIRED TO HAVE DRIVEWAYS ON THE NORTH SIDE OF THE LOT AND TURN DOWN FOOTINGS AND/OR LANDSCAPE WALLS ON THE SOUTH SIDE OF THE LOT PER THE APPROVED ENGINEERING DRAWINGS: BLOCK 1 LOTS 1 -10, ALL OF BLOCK 2, AND ALL OF BLOCK 5.



Detail A

FINAL PLAT
CERTIFICATE OF APPROVAL

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

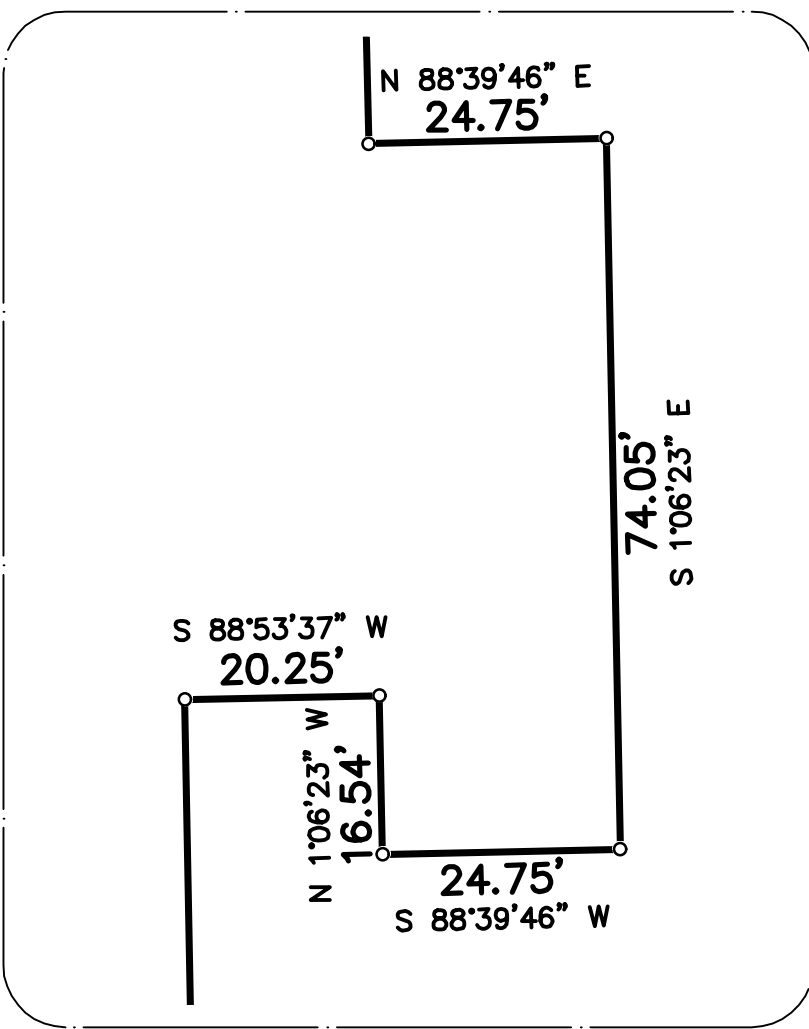
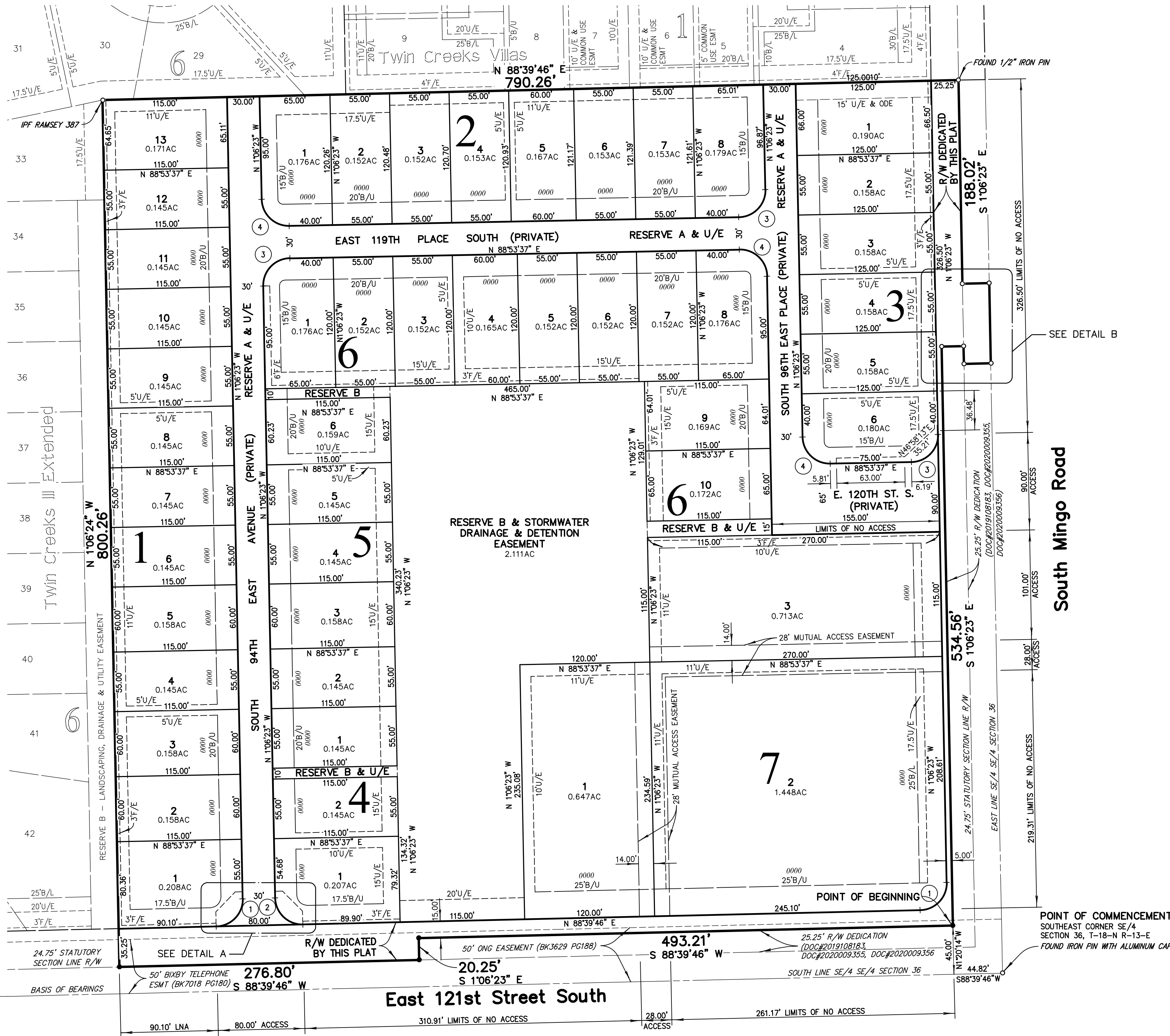
on _____

MAYOR-VICE MAYOR

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

CITY MANAGER-CITY CLERK

DATE OF PREPARATION: August 13, 2024



Detail B

The Fountains

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) 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:

SOONER DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HERINAFTER REFERRED TO AS THE "DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE SOUTH 88°39'46" WEST AND ALONG THE SOUTH LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 44.82 FEET; THENCE NORTH 1°20'14" WEST AND PERPENDICULAR TO THE SOUTH LINE FOR A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°39'46" WEST AND PARALLEL WITH THE SOUTH LINE, FOR A DISTANCE OF 493.21 FEET; THENCE SOUTH 1°06'23" EAST FOR A DISTANCE OF 20.25 FEET; THENCE SOUTH 88°39'46" WEST AND PARALLEL WITH THE SOUTH LINE FOR A DISTANCE OF 276.80 FEET; THENCE NORTH 1°06'23" WEST AND ALONG THE EAST LINE OF "TWIN CREEKS III EXTENDED", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5764), FOR A DISTANCE OF 800.26 FEET TO THE NORTHEAST CORNER OF LOT THIRTY-THREE (33), BLOCK SIX (6) OF SAID SUBDIVISION; THENCE NORTH 88°39'46" EAST AND ALONG THE SOUTH LINE OF SAID BLOCK 6 AND ALONG THE SOUTH LINE OF "TWIN CREEKS VILLAS", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5702), FOR A DISTANCE OF 790.26 FEET; THENCE SOUTH 1°06'23" EAST AND PARALLEL WITH THE EAST LINE OF SAID SE/4 SE/4, FOR A DISTANCE OF 188.02 FEET; THENCE NORTH 88°39'46" EAST FOR A DISTANCE OF 24.75 FEET TO A POINT ON THE EAST LINE OF SAID SE/4 SE/4; THENCE SOUTH 1°06'23" EAST AND ALONG SAID EAST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 74.05 FEET; THENCE SOUTH 88°39'46" WEST FOR A DISTANCE OF 24.75 FEET; THENCE NORTH 1°06'23" WEST AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 16.54 FEET; THENCE SOUTH 88°53'37" WEST AND PERPENDICULAR TO THE EAST LINE, FOR A DISTANCE OF 20.25 FEET; THENCE SOUTH 1°06'23" EAST FOR A DISTANCE OF 534.56 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 613,019 SQUARE FEET OR 14.073 ACRES.

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

- IRON PIN WITH ALUMINUM CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 36;
 - 5/8" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 36;
- THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°39'46" EAST.

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

SECTION I - STREETS, EASEMENTS, AND UTILITIES

A. STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES FOR PUBLIC USE THE STREETS, "EAST 121ST STREET SOUTH" AND "SOUTH MINGO ROAD", AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATERLINES, AND PUBLIC AND PRIVATE STORM SEWERS, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS SOUTH 121ST EAST AVENUE AND SOUTH MINGO ROAD, PROVIDED HOWEVER, DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REPAIR, REPLACE, AND/OR REMOVE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, REPLACING, AND/OR REMOVING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR UTILITY EASEMENT SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, OR CUSTOMARY SCREENING FENCES OR WALLS.

B. UNDERGROUND SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE RIGHT-OF-WAY OF EAST 121ST STREET SOUTH AND SOUTH MINGO ROAD AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND LINES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL, TRANSFORMER, OR GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON A LOT OR RESERVE AREA, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT OR RESERVE AREA, COVERING A FIVE (5) FOOT STRIP EXTENDING TWO AND ONE-HALF (2.5) FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER, OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

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

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

C. PUBLIC WATER, SANITARY SEWER, AND STORM SEWER SERVICE

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

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

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

4. EXCEPT FOR THOSE PUBLIC STORM SEWER FACILITIES WITHIN AND ALONG THE PERIMETER UTILITY EASEMENTS, OR AS OTHERWISE IDENTIFIED AS "PUBLIC" ON THE CIVIL ENGINEERING CONSTRUCTION PLANS APPROVED BY AND ON FILE WITH THE CITY OF BIXBY, OKLAHOMA, ALL STORM SEWER FACILITIES WITHIN THE SUBDIVISION SHALL BE

PRIVATE AND MAINTAINED BY THE OWNER OF THE LOT OR SUBDIVIDED PORTION THEREOF.

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

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

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

D. SURFACE DRAINAGE

EACH LOT WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION WITHIN AND OUTSIDE OF THE SUBDIVISION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SAID OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER, THE PROPERTY OWNERS' ASSOCIATION (AS DEFINED BELOW), AND BY THE CITY OF BIXBY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

F. LIMITS OF NO ACCESS

THE DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS AND EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 121ST STREET SOUTH AND SOUTH MINGO ROAD WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY.

G. FENCE EASEMENTS

THE DEVELOPER DOES HEREBY ESTABLISH AND GRANT, TO THE PROPERTY OWNERS' ASSOCIATION (AS DEFINED BELOW) AND THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, FOR THEIR COMMON USE AND BENEFIT, FENCE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "FENCE EASEMENT" OR "F/E" AND SHOWN ON THE ACCOMPANYING PLAT. THE FENCE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO SIGNAGE, FENCES, WALLS, INCLUDING RETAINING WALLS, IRRIGATION SYSTEMS, LANDSCAPING, AND LIGHTING, AND FOR THE MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS, AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG ALL AREAS WHICH CONTAIN SUCH EASEMENTS. WITHIN THE FENCE EASEMENTS, THE PROPERTY OWNERS' ASSOCIATION (AS DEFINED BELOW) SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL FENCES AND WALLS, INCLUDING RETAINING WALLS, AND ENTRY AND SECURITY FEATURES AND ALL LANDSCAPING LOCATED OUTSIDE OF SUCH FENCES AND WALLS. THE RIGHTS HEREIN ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY EASEMENTS ELSEWHERE DEDICATED HEREIN.

H. STORMWATER DETENTION EASEMENTS

1. THE DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT" OR "ODE" FOR THE PURPOSE OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY

OF BIXBY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE ENGINEERING DEPARTMENT OF THE CITY OF BIXBY, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN STORMWATER DETENTION EASEMENT NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE ENGINEERING DEPARTMENT OF THE CITY OF BIXBY, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE ENGINEERING DEPARTMENT OF THE CITY OF BIXBY, OKLAHOMA.

4. STORMWATER DRAINAGE AND DETENTION FACILITIES LOCATED WITHIN STORMWATER DETENTION EASEMENTS SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENTS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES, REMOVAL OF OBSTRUCTIONS AND SILTATION, AND CUSTOMARY GROUNDS MAINTENANCE, IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA FAILS TO PROPERLY MAINTAIN THE STORMWATER DETENTION EASEMENT LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, THE ALLOWANCE OF THE ACCUMULATION OF SILTATION, THE UNAPPROVED ALTERATION OF GRADE, OR THE GENERAL LACK OF GROUNDS MAINTENANCE THEREIN, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE STORMWATER DETENTION EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY SAID LOT OR RESERVE AREA OWNER. IN THE EVENT THE LOT OR RESERVE AREA OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER 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 IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION H. SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AND RESERVE AREA AGREE TO BE BOUND BY THESE COVENANTS.

I. OVERLAND DRAINAGE EASEMENTS

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF BIXBY, OKLAHOMA, THE DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL OVERLAND DRAINAGE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS, RESERVE AREAS, AND STREETS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE EASEMENTS SHALL BE 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, HVAC, POOL, OR OTHER BUILDING-RELATED EQUIPMENT, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE OVERLAND DRAINAGE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT. PROVIDED HOWEVER, THAT WHERE COINCIDENT WITH UTILITY EASEMENTS, CUSTOMARY ABOVE-GROUND UTILITY APPURTENANCES SHALL BE DEEMED NON-OBSTRUCTING AND SHALL BE PERMITTED.

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

5. IN THE EVENT THE OWNER OF ANY LOT OR RESERVE AREA SUBJECT TO AN OVERLAND DRAINAGE EASEMENT SHOULD FAIL TO PROPERLY MAINTAIN THE 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 COSTS THEREOF SHALL BE PAID BY THE LOT OR RESERVE AREA OWNER. IN THE EVENT SUCH OWNER FAILS TO PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

J. MUTUAL ACCESS EASEMENTS

MUTUAL ACCESS EASEMENTS, DEPICTED AS "MUTUAL ACCESS EASEMENT" OR "MAE" ON THE ACCOMPANYING PLAT, ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS WITHIN THE SUBDIVISION ADJACENT THERETO. SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF OWNERS OF LOTS WITHIN BLOCK SEVEN (7) OF THE SUBDIVISION, THEIR RESPECTIVE GUESTS, INVITEES, SUCCESSORS AND ASSIGNS, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

SECTION II - RESERVE AREAS

A. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVES A AND B ARE HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING PRIVATE STREETS, PRIVATE STORMWATER DRAINAGE, UTILITIES, OPEN SPACE, PRIVATE PARK, ENTRY AND SECURITY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, AND PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION (AS DEFINED BELOW), FORMED PURSUANT TO SECTION IV HEREOF.

B. RESERVE A

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

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

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

- CONSTRUCT AND MAINTAIN STREETS EXTENDING THE FULL LENGTH OF RESERVE A, AS DEPICTED ON THE ACCOMPANYING PLAT, AND MEETING OR EXCEEDING CITY OF BIXBY DESIGN STANDARDS FOR A MINOR LOCAL RESIDENTIAL PUBLIC STREET.
- SECURE INSPECTION BY THE CITY OF BIXBY, OKLAHOMA, OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF BIXBY, OKLAHOMA, THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF BIXBY, OKLAHOMA, DECLINES TO INSPECT THE PRIVATE STREETS, CERTIFICATION SHALL BE SECURED FROM A LICENSED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE CITY OF BIXBY, OKLAHOMA, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

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

C. RESERVE B

RESERVE B IS HEREBY ESTABLISHED BY GRANT OF THE DEVELOPER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING FOR PRIVATE STORMWATER DRAINAGE, UTILITIES, AND PRIVATE RECREATIONAL USES SUCH AS OPEN SPACE, PRIVATE PARK, SIGNAGE, FENCES AND WALLS, LANDSCAPING, IRRIGATION, LIGHTING, AND OTHER RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA.

D. MAINTENANCE

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF PRIVATE STREETS AND VARIOUS OTHER IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION (AS DEFINED BELOW) AS PROVIDED IN SECTION VI HEREOF, UPON CONVEYANCE OF SUCH RESERVE AREA BY THE DEVELOPER TO THE PROPERTY OWNERS' ASSOCIATION. THE CITY OF BIXBY SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

Conditional Final Plat

BXPUD-23.03

The Fountains

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) 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

SECTION II. RESERVE AREAS (CONTINUED)

2. ALL COMMON SPACE WITHIN ALL RESERVE AREAS, INCLUDING ENTRY FEATURES AND AREAS OF GRASS, AND THE GRASS-COVERED AREAS OF THE ADJACENT EAST 121ST STREET SOUTH AND SOUTH MINGO ROAD RIGHT-OF-WAYS, SHALL BE MAINTAINED AS TO SCHEDULE AND STANDARD OF CARE AS DETERMINED APPROPRIATE BY THE PROPERTY OWNERS' 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 PROPERTY OWNERS' ASSOCIATION (AS DEFINED BELOW), AS SET FORTH IN SECTION VI HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE PROPERTY OWNERS' 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 PROPERTY OWNERS' 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.

F. INDEMNIFICATION OF OWNER AND CITY

EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE PROPERTY OWNERS' 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 PROPERTY OWNERS' 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 PROPERTY OWNERS' ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

SECTION III - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-23.03 ("THE FOUNTAINS") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-23.03 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON OCTOBER 16, 2023, AND APPROVED BY THE BIXBY CITY COUNCIL ON OCTOBER 23, 2023, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 2458) APPROVED OCTOBER 23, 2023, 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 OWNER/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 OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

NOW, 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. 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-23.03, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-23.03 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 OCTOBER 23, 2023.

DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA A

GROSS LAND AREA: 201,806 SF 4,633 AC
NET LAND AREA: 160,606 SF 3,687 AC
PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT AND IN THE CS COMMERCIAL SHOPPING CENTER DISTRICT (EXCEPT AS EXCLUDED BELOW); DRY CLEANING/LAUNDRY WITHIN USE UNIT 15; GOLF, FRISBEE GOLF, TENNIS, AND WATER SLIDE USES AND OUTDOOR RECREATION AND AMUSEMENT ACTIVITIES, NEC WITHIN USE UNIT 20; AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

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: 0.75
MAXIMUM BUILDING FLOOR AREA: 151,355 SF
MAXIMUM BUILDING HEIGHT: 2 STORIES OR 40 FT
MINIMUM ARTERIAL STREET FRONTAGE: 100 FT *
MINIMUM NON-ARTERIAL STREET FRONTAGE: 50 FT *

MINIMUM BUILDING SETBACKS:
FROM ARTERIAL STREET RIGHT-OF-WAY: 25 FT
FROM NON-ARTERIAL STREET RIGHT-OF-WAY: 10 FT
FROM DEVELOPMENT AREA B AND C BOUNDARIES: 10 FT **
FROM ALL OTHER BOUNDARIES: 0 FT

MINIMUM AND MAXIMUM PARKING RATIOS: PER ZONING CODE ***

OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN CS DISTRICT

* ANY INTERIOR LOT HAVING NO STREET FRONTAGE SHALL BE PROVIDED ACCESS TO A PUBLIC STREET BY ACCESS EASEMENT(S) APPROVED BY THE CITY OF BIXBY DURING PLATTING REVIEW.

** PLUS 2 FEET SETBACK FOR EACH 1 FOOT OF BUILDING HEIGHT EXCEEDING 15 FEET.

*** MINIMUM AND MAXIMUM PARKING MAY BE MODIFIED IF A SITE PLAN IS SUBMITTED TO AND APPROVED BY THE BIXBY PLANNING COMMISSION.

B. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA B

GROSS LAND AREA: 470,580 SF 10,803 AC
NET LAND AREA: 450,585 SF 10,344 AC
PERMITTED USES: USE UNIT 1 AREA WIDE USES BY RIGHT, USE UNIT 6 SINGLE-FAMILY DWELLINGS ON INDIVIDUAL LOTS AND CUSTOMARY ACCESSORY USES; USE UNIT 5 COMMON AREA FACILITIES SUCH AS NEIGHBORHOOD PARK, PLAYGROUND, AND RECREATIONAL OPEN SPACE.

MAXIMUM NUMBER OF DWELLING UNITS: 50
MINIMUM LOT WIDTH †: 55 FT
MINIMUM LOT SIZE: 6,100 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: 3,000 SF ***
MINIMUM YARD SETBACKS:

FRONT YARD: 20 FT
REAR YARD: 15 FT
SIDE YARD (INTERIOR): 5 FT
SIDE YARD ABUTTING A STREET: 15 FT
GARAGE FACING SIDE YARD STREET: 20 FT

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 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. CEMENTITIOUS FIBER IS AN APPROVED ALTERNATIVE. MINIMUM MASONRY PERCENTAGES SHALL EXCLUDE WINDOWS, DOORS, DECORATIVE ACCENTS, 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. DEVELOPMENT STANDARDS FOR ALL PUD DEVELOPMENT AREAS

1. ACCESS AND CIRCULATION

STREETS SERVING DEVELOPMENT AREA B WILL BE PRIVATE, GATED STREETS WITHIN A MINIMUM 30' WIDE RESERVE AREA. DUE TO THE PRIVATE ROADS WITHIN DEVELOPMENT AREA B, A PRIVATE WALKING TRAIL IN THE COMMON AREA WILL BE PROVIDED IN-LIEU OF INTERNAL SIDEWALKS. PEDESTRIAN ACCESS WILL BE PROVIDED FROM COMMON AREAS TO THE PUBLIC RIGHT-OF-WAY ON EAST 121ST STREET SOUTH AND SOUTH MINGO ROAD. SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF RESERVES OR RIGHT-OF-WAY SHALL BE PLACED IN A SIDEWALK EASEMENT. SIDEWALKS FOR DEVELOPMENT AREA A WILL BE CONSTRUCTED BY INDIVIDUAL LOT OWNERS AS A PART OF THE BUILDING PERMIT PROCESS.

STREETS SHALL BE CONSTRUCTED TO MEET ALL OTHER 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. 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.

2. SIGNS

WITHIN DEVELOPMENT AREA B, LANDSCAPING SHALL CONSIST OF MASONRY MONUMENT SIGNS WITH FOLIAGE AT THE ENTRANCES AND PERIMETER FENCING. ENTRANCE SIGNAGE SHALL BE PERMITTED ALONG THE ARTERIAL STREET FRONTAGE, SHALL COMPLY WITH THE STANDARDS PROVIDED IN THE BIXBY ZONING CODE, AND SHALL BE CONTAINED WITHIN RESERVE AREAS OR EASEMENTS TO BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION. SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES, APPROPRIATE FOR PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES.

IN DEVELOPMENT AREA A, SCREENING REQUIREMENTS BETWEEN RESIDENTIAL AND COMMERCIAL USES SHALL BE SATISFIED BY THE PERIMETER FENCE ESTABLISHED IN DEVELOPMENT AREA B. SIGNAGE AND LANDSCAPING IN DEVELOPMENT AREA A SHALL OTHERWISE COMPLY WITH THE BIXBY ZONING CODE.

3. PLATTING AND SITE PLAN REQUIREMENTS

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

4. CITY DEPARTMENT REQUIREMENTS

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

SECTION IV - PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER/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 "PROPERTY OWNERS' ASSOCIATION" OR "ASSOCIATION") COMPRISED OF ALL OWNERS OF LOTS WITHIN "THE FOUNTAINS", 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.

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 THEREOF, 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. SAID DECLARATION MAY PROVIDE FOR THE DIVISION

AND ALLOCATION OF MAINTENANCE RESPONSIBILITIES AND ASSESSMENT DUES SUCH AS BETWEEN RESIDENTIAL AND NONRESIDENTIAL LOTS, THOSE LOTS DERIVING ACCESS VIA PRIVATE STREETS, OR BASED ON OTHER QUALITIES. 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 GRANTEEES, TRANSFERREES, 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. PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-23.03 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-23.03 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. PROPERTY OWNERS' 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 THE SUBDIVISION 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 OCTOBER 23, 2023, OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2024.

SOONER DEVELOPMENT, 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 _____, 2024, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF SOONER DEVELOPMENT, LLC TO THE FOREGOING INSTRUMENT, AS ITS _____ 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 SOONER DEVELOPMENT, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.



03/08/2028

MY COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "THE FOUNTAINS", 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 _____, 2024.



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 _____, 2024, PERSONALLY APPEARED TO ME DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.



03/08/2028

MY COMMISSION EXPIRES

NOTARY PUBLIC

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: Joey Wiedel, Development Services Director

From: Justin Dowd, City Engineer

CC: Public Works
Development Services
Fire Department
City Manager
Erik Enyart, Tanner Consulting
File

Date: July 24, 2024

Re: **BXPT-24.07 Final Plat for The Fountains**

Engineering Review Comments:

- With the addition of the fencing easement, increase the utility easement along Mingo (i.e. Lots 1-6) to 20-feet to ensure adequate space for maintenance of the sanitary sewer in this easement.
- Review Detail B. The 24.75-feet of Statutory Right-of-Way appears to be dedicated already. See Tulsa County Assessor's page. Update accordingly.
- The construction plans for the subdivision required turn down footings on multiple lots along the west side of the development. This information should be noted on the face of the plat.
- The Deed of Dedication needs to address the maintenance responsibilities for the retaining walls on private lots and subdivision reserve areas.
- The Deed of Dedication needs to address the maintenance responsibilities of private storm systems.
- The Deed of Dedication needs to address maintenance requirements for the on-site ponds.

TAC Meeting Minutes

Bixby Final Plat (B.X.P.T.) Number 24.07 The Fountains Applicant, Tanner Consulting Discussion and review of Final Plat, The Fountains, 14.073 Acres, Forty-eight(48) Lots, Seven (7) Blocks, with Two (2) Reserve Areas for the purpose of Residential and Commercial development, in Section 36, Township 18 North, Range 13 East General Location: West of South Mingo Road and North of East 121 st Street South

City Engineer:

- With the addition of the fencing easement, increase the utility easement along Mingo (i.e. Lots 1-6) to 20-feet to ensure adequate space for maintenance of the sanitary sewer in this easement. Tanner Consulting agreed to reduce the fence easement to 3ft, if concrete will go back to the 5ft and increase the UE to 20ft.
- Review Detail B. The 24.75-feet of Statutory Right-of-Way appears to be dedicated already. See Tulsa County Assessor's page. Update accordingly.
- The construction plans for the subdivision required turn down footings on multiple lots along the west side of the development. This information should be noted on the face of the plat.
- The Deed of Dedication needs to address the maintenance responsibilities for the retaining walls on private lots and subdivision reserve areas.
- The Deed of Dedication needs to address the maintenance responsibilities of private storm systems.
- The Deed of Dedication needs to address maintenance requirements for the on-site ponds.

Development Services:

- All updates will be due by August 13th for Planning Commission.

Fire Marshal:

- Needing to review gate layouts and would like to see the stacking distances as this is a high traffic area, to make sure no revisions are necessary.

B.T.C.:

- Block 3, Lot 1 the ODE should also be UE, this has already been addressed by Tanner Consulting.

AT&T:

- None

August 13, 2024
City of Bixby
Development Services
113 W. Dawes Ave.
Bixby, OK 74008

Re: BXPT-24.07 Final Plat for The Fountains – Comment Response Letter

To whom it may concern,

The comments provided on July 24, 2024 regarding the final plat for The Fountains have been received and reviewed. Responses to the comments may be found below.

1. *With the addition of the fencing easement, increase the utility easement along Mingo (i.e. Lots 1-6) to 20-feet to ensure adequate space for maintenance of the sanitary sewer in this easement.*

Response: Per discussion at TAC, fence easement has been reduced to 3' and U/E remains at 17.5'. At this time, the developer intends to install a wood privacy fence along Mingo, other than the masonry entry features.

2. *Review Detail B. The 24.75-feet of Statutory Right-of-Way appears to be dedicated already. See Tulsa County Assessor's page. Update accordingly.*

Response: Discussed with the licensed surveyor who reviewed the boundary and deeds and confirmed the boundary is accurate.

3. *The construction plans for the subdivision required turn down footings on multiple lots along the west side of the development. This information should be noted on the face of the plat.*

Response: Done. See note 7.

4. *The Deed of Dedication needs to address the maintenance responsibilities for the retaining walls on private lots and subdivision reserve areas.*

Response: Language added to Section 1.G. and additional F/Es added to plat face to cover retaining walls.

5. *The Deed of Dedication needs to address the maintenance responsibilities of private storm systems.*

Response: See Section 1.C.4.

6. *The Deed of Dedication needs to address maintenance requirements for the on-site ponds.*

Response: See Section I.H.4.

After review, please do not hesitate to contact me by phone at (918) 745-9929 or by email at mpasco@tannerbaitshop.com if there are any questions or concerns.

Respectfully,



Megan Pasco, PE



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

Staff Report

To: Planning Commission

From: Joey Wiedel, Development Services Director
Gwen Plante, Assistant City Planner

Date: Monday, August 19, 2024

Name: Henson Square

RE: Henson Square – Final Plat BXPT-23.04
Planned Unit Development PUD-22.04

Location: A tract of land in the Northwest quarter (NW/4) of Section twenty-one (21), Township seventeen (17) North, Range thirteen (13) East. Southside of 151st Street South and South Harvard Avenue Eastside.

STR: Section 21, Township 17N, Range 13E

Applicant: Olsson, Inc.

Site Stats:

Acres: 32.35 +/-	Reserve Areas: 6
Number of Lots: 83	Number of Blocks: 5

Site Stats-Development Area A (Commercial):

Min. Lot Width: 150 feet	Max. Number of Lots: 10	Max Building Height: 35 feet	Acres: 12.1 +/-
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Site Stats-Development Area B (Mixed-Use):

Min. Lot Width: 150 feet	Max. Number of Lots: 2	Max Building Height: 50 feet	Acres: 3.2 +/-
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Site Stats-Development Area C (Cottage Home Community)

Min. Lot Width: 50 feet	Max. Number of Lots: 98	Min. First Floor Sq. Foot: 1,400	Acres: 16.1 +/-
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Request:

Olsson, Inc., is requesting Final Plat approval for the Henson Square development.

Existing Zoning; Use:

Residential Single-Family (RS-3); Vacant

Commercial Shopping (CS); Vacant

Supplemental Zoning: BXPUD 22.04

Abutting Zoning; Use:

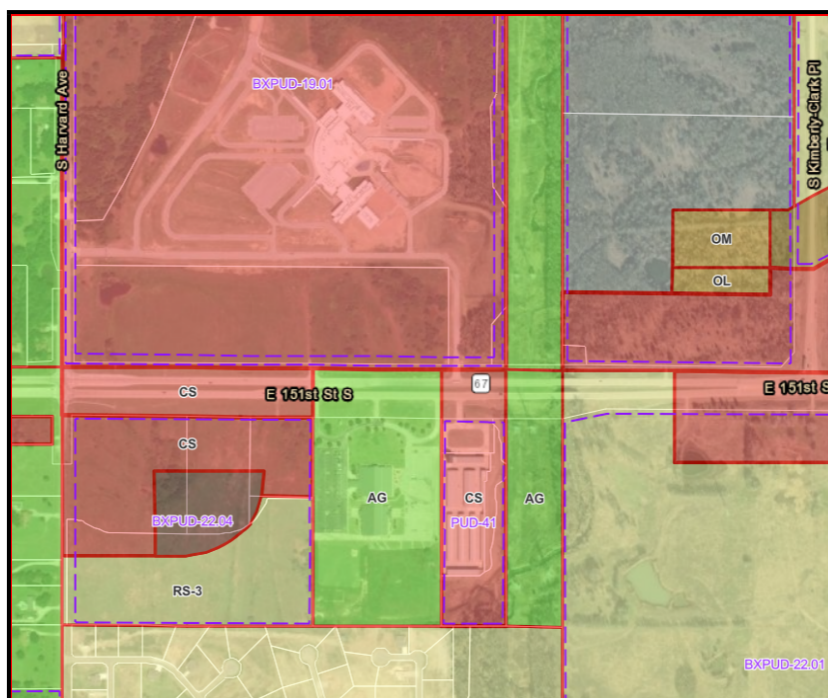
North: Commercial Shopping (CS); BPS West Elementry

East: Agriculture (AG); New Beginning Baptist Church

South: Residential (RS-2); Single-Family Dwellings

West: Agriculture (AG); Commercial Shopping (CS)

Figure 1: City of Bixby Zoning Map

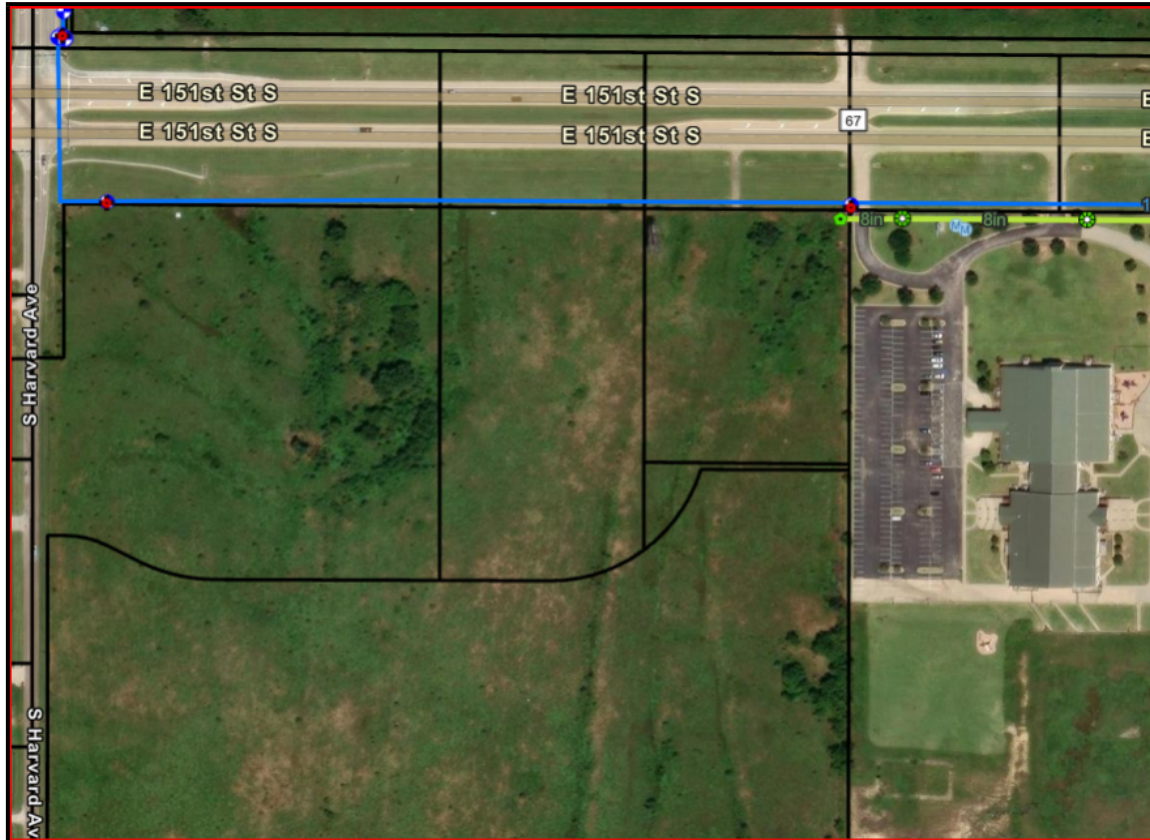


Utilities/Site Area:

Water: An existing 12" waterline running East and West along East 151st Street South, located along the north property line.

Sanitary Sewer: An 8" sanitary sewer line is located East of the project site.

Figure 2: Utilities



Staff Review:

The Final Plat and Deed of Dedication meets the requirements of the Bixby Zoning Code.

Engineering Review Comments:

The updated plat met Engineering's requirement to match the approved engineering plans for the subdivision.

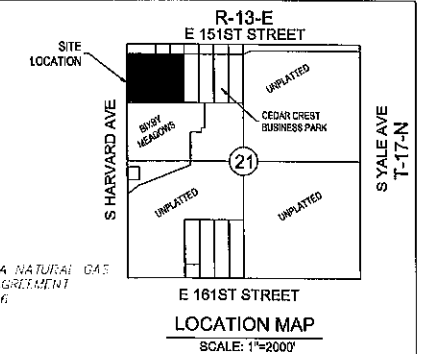
Public Comments: No comments have been received at time of writing.

Figures: Figure 1: City of Bixby Zoning Map
Figure 2: Utilities

Attachments: Exhibit A: Final Plat with Deed of Dedication by Olsson, Inc.

FINAL PLAT HENSON SQUARE

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



NEW BEGINNINGS
BAPTIST CHURCH
(UNPLATTED)

OWNER:
BIXBY LAND GROUP, LLC
DENNIS HENSON, MANAGER
P.O. BOX 429
CATOOSA, OK 74016
918-637-3288
EMAIL: DENNISHENSON1@GMAIL.COM

OWNER:
ML LAND DEVELOPMENT, LLC
DAVID LEE, MANAGER
8088 S. YALE AVE.
TULSA, OK 74138
918-260-8667
EMAIL: LEE@SIGNATUREPROPERTIES@YAHOO.COM

ENGINEER:
OLSSON, INC.
AUSTIN MAYES, P.E.
OK C.A. No. 2483 (P.E./S)
EXPIRES JUNE 30, 2024
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

SURVEYOR:
AAB ENGINEERING, INC.
JAY P. BISSELL, PLS
OK C.A. No. 6318 (P.E./S)
EXPIRES JUNE 30, 2024
P.O. BOX 2138
SAND SPRINGS, OK 74063
918-514-4283

UTILITY PROVIDERS
CITY OF BIXBY
WATER & SANITARY SEWER DEPARTMENT
ATTN: JUSTIN DOWD
116 W. NEEDLES
P.O. BOX 70
BIXBY, OKLAHOMA 74008
918.366.4430
OKLAHOMA NATURAL GAS COMPANY
ATTN: BRANDON RAINBOLT
5848 EAST 15TH STREET
TULSA, OKLAHOMA 74112
OFFICE: 918.947.7098
CELL: 918.629.1072
EAST CENTRAL ELECTRIC
ATTN: KATHERINE RUSSELL
P.O. BOX 1178
OKMULGEE, OKLAHOMA 74447
OFFICE: 918.755.0533
COX
ATTN: JEREMY HALL
11811 E. 51st ST.
TULSA, OKLAHOMA 74146
OFFICE: 918.639.9190

FEMA INFORMATION
FIRM PANEL 4010SC0308H
12/18/2009
ZONE X

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

NORTHWEST CORNER
OF THE NORTHWEST QUARTER (NW/4)
OF THE NORTHWEST QUARTER (NW/4)
SECTION 21, TOWNSHIP 17N, RANGE 13E

POINT OF COMMENCEMENT

POINT OF BEGINNING

FINAL PLAT
CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY
THE CITY OF BIXBY:

ON: _____

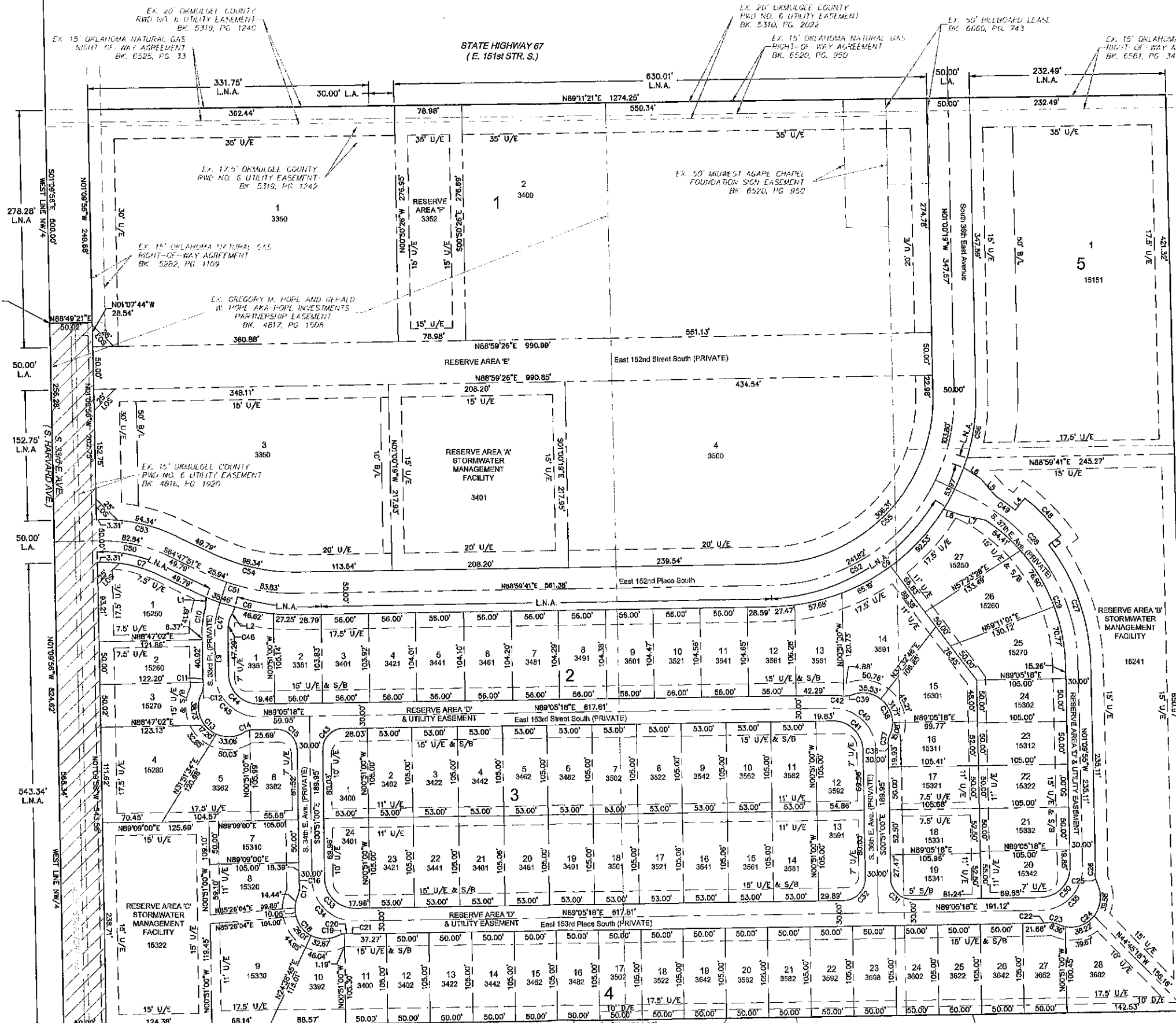
BY: _____
MAYOR - VICE MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS
NOT ENDORSED BY THE CITY MANAGER OR CITY CLERK.

BY: _____
CITY MANAGER - CITY CLERK

PLAT DATA
SUBDIVISION CONTAINS
83 LOTS ON 6 BLOCKS
6 RESERVE AREAS
BLOCK 1 (DEVELOPMENT AREA 'A' AND 'B'): 3 LOTS
BLOCK 2 (DEVELOPMENT AREA 'C'): 27 LOTS
BLOCK 3 (DEVELOPMENT AREA 'C'): 24 LOTS
BLOCK 4 (DEVELOPMENT AREA 'C'): 28 LOTS
BLOCK 5 (DEVELOPMENT AREA 'A'): 1 LOT
TOTAL AREA
1,409,011.92 SF
(32.35 ACRES)

LEGEND AND ABBREVIATIONS
PROPOSED STREET CENTERLINE
SECTION LINE / 4 SECTION LINE
PROPOSED PROPERTY BOUNDARY
PROPOSED LOT LINE
PROPOSED RIGHT OF WAY
PROPOSED EASEMENT LINE
PROPOSED BUILDING SETBACK
EXISTING LOT LINES
EXISTING EASEMENT LINE
EXISTING
BUILDING LINE
UTILITY EASEMENT
DRAINAGE EASEMENT
MUTUAL ACCESS EASEMENT
LIMITS OF SIGHT
LIMITS OF ACCESS
LIMITS OF NO ACCESS
LOT NUMBER
BLOCK NUMBER
ADDRESS NUMBER
ROW TO BE DEDICATED
BY PLAT



BIXBY MEADOWS
DOC. #7033

FINAL PLAT
HENSON SQUARE

A SUBDIVISION IN THE CITY OF BIXBY, BEING A PART OF THE NW¼ OF THE NW¼ OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

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

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW¼) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°49'21" EAST, A DISTANCE OF 50.02 FEET; THENCE NORTH 01°09'56" EAST, A DISTANCE OF 249.68 FEET; THENCE NORTH 88°11'21" EAST, A DISTANCE OF 1274.25 FEET; THENCE SOUTH 01°09'54" EAST, A DISTANCE OF 421.32 FEET; THENCE SOUTH 88°59'41" WEST, A DISTANCE OF 245.27 FEET; THENCE ALONG SAID NON TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 72°17'32", A RADIUS OF 245.00 FEET, AN ARC LENGTH OF 309.13 FEET, A CHORD BEARING OF SOUTH 52°50'55" WEST, AND A CHORD LENGTH OF 289.02 FEET; THENCE SOUTH 88°59'41" WEST, A DISTANCE OF 561.38 FEET; THENCE ALONG SAID NON TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 26°12'28", A RADIUS OF 255.00 FEET, AN ARC LENGTH OF 121.21 FEET, A CHORD BEARING OF NORTH 77°54'05" WEST, AND A CHORD LENGTH OF 120.16 FEET; THENCE NORTH 89°47'51" EAST, A DISTANCE OF 49.79 FEET; THENCE ALONG SAID NON TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 27°29'54", A RADIUS OF 155.54 FEET, AN ARC LENGTH OF 74.65 FEET, AN ARC BEARING OF NORTH 78°34'01" WEST, AND A CHORD BEARING OF NORTH 77°54'05" WEST, AND A CHORD LENGTH OF 79.83 FEET; THENCE SOUTH 88°50'04" WEST, A DISTANCE OF 53.31 FEET; THENCE NORTH 01°09'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 288.41 FEET TO THE POINT OF BEGINNING. CONTAINING 711,363 SQUARE FEET OR 16.33 ACRES MORE OR LESS.

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

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW¼) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 781.28 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°09'56" EAST, A DISTANCE OF 543.34 FEET TO THE NORTH LINE OF BIXBY MEADOWS, DOC. NO. 7033; THENCE NORTH 89°05'18" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1324.25 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER (NW¼); THENCE NORTH 01°09'55" EAST, A DISTANCE OF 669.87 FEET; THENCE SOUTH 88°59'41" WEST, A DISTANCE OF 245.27 FEET; THENCE ALONG SAID NON TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 72°17'32", A RADIUS OF 245.00 FEET, AN ARC LENGTH OF 309.13 FEET, A CHORD BEARING OF SOUTH 52°50'55" WEST, AND A CHORD LENGTH OF 289.02 FEET; THENCE SOUTH 88°59'41" WEST, A DISTANCE OF 561.38 FEET; THENCE ALONG SAID NON TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 26°12'28", A RADIUS OF 255.00 FEET, AN ARC LENGTH OF 121.21 FEET, A CHORD BEARING OF NORTH 77°54'05" WEST, AND A CHORD LENGTH OF 120.16 FEET; THENCE NORTH 89°47'51" EAST, A DISTANCE OF 49.79 FEET; THENCE ALONG SAID NON TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 27°29'54", A RADIUS OF 155.54 FEET, AN ARC LENGTH OF 74.65 FEET, A CHORD BEARING OF NORTH 78°34'01" WEST, AND A CHORD LENGTH OF 79.83 FEET; THENCE SOUTH 88°50'04" WEST, A DISTANCE OF 53.31 FEET TO THE POINT OF BEGINNING. CONTAINING 697,664 SQUARE FEET OR 16.02 ACRES MORE OR LESS.

OVERALL LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°49'21" EAST, A DISTANCE OF 50.02 FEET; THENCE NORTH 01°09'56" EAST, A DISTANCE OF 249.68 FEET; THENCE NORTH 88°11'21" EAST, A DISTANCE OF 1274.25 FEET; THENCE SOUTH 01°09'54" EAST, A DISTANCE OF 421.32 FEET TO THE NORTH LINE OF BIXBY MEADOWS, DOC. NO. 7033; THENCE NORTH 89°05'18" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1324.25 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER (NW¼); THENCE NORTH 01°09'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 824.82 FEET TO THE POINT OF BEGINNING. CONTAINING 1,400,012 SQUARE FEET OR 32.35 ACRES MORE OR LESS.

AND HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, AND DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO EIGHTY-THREE (83) LOTS AND FIVE (5) BLOCKS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "HENSON SQUARE" A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "HENSON SQUARE" OR THE "SUBDIVISION").

SECTION I. - 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 "UTL" 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, ERRECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE EAST 151ST STREET SOUTH PUBLIC STREET RIGHT-OF-WAY DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. 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.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF EACH LOT 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.
- 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

- 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.

- THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, 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.
- THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
- ALL WATER LINES, SANITARY SEWER LINES, AND STORM SEWER FACILITIES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE OWNER/DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.
- THE FOREGOING COVENANTS CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

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

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

- THE OWNER OF THE LOT 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, 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. STORMWATER DRAINAGE AND DETENTION EASEMENTS

- THE OWNER/DEVELOPER HEREBY ESTABLISHES AND DEDICATES TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE STORMWATER DRAINAGE AND DETENTION EASEMENTS ON, OVER AND ACROSS RESERVES B AND C, 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.
- THE STORMWATER DETENTION AND DRAINAGE FACILITIES CONSTRUCTED IN STORMWATER DRAINAGE AND DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BIXBY, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN STORMWATER DRAINAGE AND DETENTION EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.
- THE STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER(S) OF RESERVES B AND C, WHICH IS SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, WHICH OWNER SHALL BE THE OWNER/DEVELOPER UNTIL SUCH TIME AS RESERVES A AND E, 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:
 - GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
 - CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
 - THE EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
 - CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
- IN THE EVENT THE OWNER(S) OF RESERVES B AND C, WHICH ARE SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, SHOULD FAIL TO PROPERLY MAINTAIN THE STORMWATER DETENTION, RETENTION, OR OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE ALLOWANCE OF THE ACCUMULATION OF SILTATION, 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 STORMWATER 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 RESERVES B AND C, WHICH ARE SUBJECT TO THE EASEMENT, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF RESERVES B AND C, OR ANY PART THEREOF CONTAINING THE EASEMENT AREA, TO THE ASSOCIATION. IN THE EVENT THE OWNER(S) OF RESERVES B AND C, WHICH IS 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(S) OF RESERVES B AND C, OR ANY PART THEREOF SUBJECT TO THE EASEMENT; OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON EACH ASSOCIATION MEMBER'S RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

SECTION II. - RESERVE AREAS

A. ALL RESERVE AREAS

- FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, ALL RESERVE AREAS ARE HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING PRIVATE STREETS, STORMWATER DRAINAGE AND DETENTION, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARKS, SIDEWALKS AND/OR TRAILS, 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 IV. HEREOF.
- 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 OR SUBDIVIDED PART THEREOF BY THE OWNER/DEVELOPER TO THE ASSOCIATION.
- ALL COMMON SPACE WITHIN ALL RESERVE AREAS, INCLUDING ENTRY FEATURES AND AREAS OF GRASS, 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.
- 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.
- EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION (AS DEFINED BELOW) AGREES TO HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BIXBY, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF BIXBY NOR THE 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.

B. RESERVES A, B, C AND F:

- RESERVES A, B, AND C ARE DESIGNATED BY THE OWNER/DEVELOPER FOR STORMWATER DRAINAGE AND DETENTION, PRIVATE PARKS, PLAYGROUNDS, TRAILS, SIDEWALKS, AND OTHER PRIVATE RECREATIONAL FACILITIES, FENCING AND WALLS, LANDSCAPING, IRRIGATION, LIGHTING, OPEN SPACE, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA.
- RESERVES A, B, C, AND F REGARDLESS OF WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS STORMWATER DRAINAGE AND DETENTION EASEMENTS.

C. RESERVE D AND E:

- RESERVE D AND E, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS DESIGNATED BY THE OWNER/DEVELOPER FOR PRIVATE STREETS, TRAILS, SIDEWALKS, AND OTHER PRIVATE RECREATIONAL FACILITIES, SECURITY GATES, ENTRY FEATURES, SUBDIVISION IDENTIFICATION SIGNAGE, FENCING AND WALLS, LANDSCAPING, IRRIGATION, LIGHTING, OPEN SPACE, UTILITIES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA.
- RESERVE D AND E IS HEREBY ESTABLISHED BY GRANT OF THE OWNER/DEVELOPER AS PRIVATE STREETS FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM SAID LOTS AND THE PUBLIC STREETS.
- THE OWNER/DEVELOPER HEREBY GRANTS TO THE CITY OF BIXBY, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE AND ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS WITHIN RESERVE A AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE, FIRE, AND EMERGENCY MEDICAL VEHICLES AND EQUIPMENT.
- THE OWNER/DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, HEREBY COVENANTS WITH THE CITY OF BIXBY, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF BIXBY, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, TO:
 - CONSTRUCT AND MAINTAIN STREETS EXTENDING THE FULL LENGTHS OF RESERVE D, AS DEPICTED ON THE ACCOMPANYING PLAT, AND MEETING OR EXCEEDING CITY OF BIXBY DESIGN STANDARDS FOR A MINOR RESIDENTIAL PUBLIC STREET.
 - PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET WITHIN RESERVE D, AS DEPICTED ON THE ACCOMPANYING PLAT, WHICH WOULD OBSTRUCT THE PASSAGE OF ANY GOVERNMENTAL OR EMERGENCY VEHICLE AND SPECIFICALLY ANY FIRE SUPPRESSION VEHICLE.
 - SECURE INSPECTION BY THE CITY OF BIXBY, OKLAHOMA, OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF BIXBY, OKLAHOMA, THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF BIXBY, OKLAHOMA, DECLINES TO INSPECT THE PRIVATE STREETS, CERTIFICATION SHALL BE SECURED FROM A LICENSED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH CITY OF BIXBY, OKLAHOMA, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.
- THE OWNER/DEVELOPER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE THAT THE CITY OF BIXBY, OKLAHOMA, SHALL HAVE NO DUTY TO MAINTAIN ANY PRIVATE STREET WITHIN THE SUBDIVISION, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF ANY PRIVATE STREET WITHIN THE SUBDIVISION.

SECTION III. - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. PUD NO. BXPUD-22.04 ("151ST & MEMORIAL") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND WHEREAS, PUD NO. BXPUD-22.04 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON MAY 16, 2022, AND APPROVED BY THE BIXBY CITY COUNCIL ON MAY 23, 2022, 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 OWNER/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 OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA, NOW, 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. GENERAL

- 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-22.04, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-22.04 AS MAY BE SUBSEQUENTLY APPROVED.
- 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 OCTOBER 10, 2023.

B. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA A (COMMERCIAL)

GROSS LAND AREA: 12.1 AC

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT BY THE CITY OF BIXBY ZONING CODE WITHIN THE C5 DISTRICT, INCLUDING ALL USES CUSTOMARILY ACCESSARY THERETO PLUS USE UNIT 15.

MINIMUM LOT WIDTH:	150 FT
MAXIMUM NUMBER OF LOTS:	10
MINIMUM SETBACKS:	
FRONT YARDS:	50 FEET
REAR YARDS:	10 FEET
MAXIMUM BUILDING HEIGHT:	35 FEET

C. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA B (MIXED USE)

GROSS LAND AREA: 3.2 AC

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT BY THE CITY OF BIXBY ZONING CODE WITHIN THE PROPOSED MIXED USE DISTRICT, INCLUDING ALL USES CUSTOMARILY ACCESSARY THERETO. SUCH MIXED USE SHALL BE SUBJECT TO THE SITE PLAN APPROVAL PROCESS. NO RESIDENTIAL USES SHALL BE ALLOWED IN DA-B.

MINIMUM LOT WIDTH:	150 FT
MAXIMUM NUMBER OF LOTS:	2
MINIMUM SETBACKS:	
FRONT YARDS:	50 FEET
REAR YARDS:	10 FEET
MAXIMUM BUILDING HEIGHT:	50 FEET

D. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA C (COTTAGE HOME COMMUNITY)

GROSS LAND AREA: 16.1 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 ACCESSARY THERETO.

MINIMUM LOT WIDTH:	50 FT
MINIMUM LOT AREA:	5,250 SQUARE FEET
*MINIMUM LIVABILITY SPACE:	2,000 SQUARE FEET
MAXIMUM NUMBER OF LOTS:	98
MINIMUM SETBACKS:	
FRONT YARDS:	15 FEET
REAR YARDS:	20 FEET
SIDE YARD (ONE SIDE):	5 FEET
MAXIMUM BUILDING HEIGHT:	48 FEET

*THE BALANCE OF THE LIVABILITY SPACE REQUIRED BY THE CODE SHALL BE CONSIDERED FULLY MET BY THE ALLOCATION OF AREA WITHIN RESERVE AREAS.

FINAL PLAT
HENSON SQUARE

A SUBDIVISION IN THE CITY OF BIXBY, BEING A PART OF THE NW¼ OF THE NW¼ OF SECTION 21, TOWNSHIP 17 NORTH,
RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

C. DEVELOPMENT STANDARDS FOR ALL PUD DEVELOPMENT AREAS

1. ACCESS AND CIRCULATION

STREETS SERVING THE COTTAGE HOME COMMUNITY SHALL BE PRIVATE. THE PRIVATE STREETS (SOUTH 34TH EAST AVENUE, SOUTH 37TH EAST AVENUE, EAST 153RD STREET SOUTH, EAST 153RD PLACE SOUTH) SHALL BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS OF THE CITY OF BIXBY FOR MINOR PUBLIC STREETS; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS THROUGH PLATTING INCLUDING, BUT NOT LIMITED TO, PRIVATE, GATED STREETS WITH REDUCED RIGHT-OF-WAY WIDTH. 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. GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE. EXCEPT AS OTHERWISE PROVIDED IN THIS 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. THE ABOVE STATED PRIVATE STREETS SHALL BE MAINTAINED BY THE HOME OWNERS' ASSOCIATION.

EAST 152ND STREET SOUTH SHALL BE PRIVATE. THE 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, WITH REDUCED RIGHT-OF-WAY WIDTH. 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. GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE. EXCEPT AS OTHERWISE PROVIDED IN THIS 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. THE ABOVE STATED STREET SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION.

2. SIGNS

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

3. 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 "THE COTTAGES AT HENSON SQUARE", 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. - PROPERTY OWNER'S ASSOCIATION

A. FORMATION OF PROPERTY OWNER'S ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN BLOCK 1 AND BLOCK 5 (PUD NO. BXPUD-22.04, AREAS A AND B) OF "HENSON SQUARE" (HEREINAFTER REFERRED TO AS THE "PROPERTY OWNER'S ASSOCIATION") TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF BLOCK 1 AND BLOCK 5 OF "HENSON SQUARE", INCLUDING BUT NOT WITHOUT LIMITATION FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF BLOCK 1 AND BLOCK 5 OF "HENSON SQUARE". THE DETAILS OF MEMBERSHIP IN THE PROPERTY OWNER'S ASSOCIATION SHALL BE ESTABLISHED BY ITS ORGANIZATIONAL DOCUMENTS, INCLUDING BUT NOT NECESSARILY LIMITED TO ARTICLES OF INCORPORATION AND BYLAWS.

B. MANDATORY MEMBERSHIP

THE RECORD OWNER OR OWNERS OF EACH OF THE FOUR (3) LOTS WITHIN BLOCK 1 AND BLOCK 5 OF "HENSON SQUARE" SHALL BE MEMBERS OF THE PROPERTY OWNER'S ASSOCIATION WITH EACH LOT REPRESENTING AN EQUAL MEMBERSHIP INTEREST IN THE PROPERTY OWNER'S ASSOCIATION. MEMBERSHIP IN THE PROPERTY OWNER'S ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF ANY LOT.

C. ASSESSMENT

THE RECORD OWNER OR OWNERS OF EACH LOT WITHIN BLOCK 1 AND BLOCK 5 OF "HENSON SQUARE" SHALL BE SUBJECT TO ASSESSMENT BY THE PROPERTY OWNER'S ASSOCIATION FOR THE PURPOSES OF MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO THE DRIVES AND PARKING AREAS. EACH LOT SHALL BE RESPONSIBLE FOR A PART OF THE TOTAL ASSESSMENT FOR SUCH PURPOSES AS DETERMINED BY THE PROPERTY OWNER'S ASSOCIATION. THE PART ALLOCATED TO EACH LOT SHALL EQUAL THE TOTAL ASSESSMENT MULTIPLIED BY A FRACTION WHOSE NUMERATOR IS THE TOTAL AREA OF THE LOT IN SQUARE FEET AND WHOSE DENOMINATOR IS THE TOTAL AREA OF BLOCK 1 AND BLOCK 5 OF "HENSON SQUARE" IN SQUARE FEET.

D. LIEN AND UNPAID ASSESSMENT

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

E. LOT MAINTENANCE

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

SECTION VI. - 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. PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-22.04 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-22.04 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 THE SUBDIVISION 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 OCTOBER 10, 2023, OR AS SUBSEQUENTLY AMENDED.

BLOCK 1		
LOT No.	AREA (S.F.)	ADDRESS
1	100,389	3360 EAST 151st STREET SOUTH
2	151,853	3400 EAST 151st STREET SOUTH
3	68,107	3350 EAST 152nd STREET SOUTH
4	86,553	3500 EAST 152nd STREET SOUTH

BLOCK 2		
LOT No.	AREA (S.F.)	ADDRESS
1	5,624	3361 EAST 153rd STREET SOUTH
2	5,822	3381 EAST 153rd STREET SOUTH
3	5,817	3401 EAST 153rd STREET SOUTH
4	5,822	3421 EAST 153rd STREET SOUTH
5	5,827	3441 EAST 153rd STREET SOUTH
6	5,832	3461 EAST 153rd STREET SOUTH
7	5,837	3481 EAST 153rd STREET SOUTH
8	5,843	3491 EAST 153rd STREET SOUTH
9	5,848	3501 EAST 153rd STREET SOUTH
10	5,853	3521 EAST 153rd STREET SOUTH
11	5,858	3541 EAST 153rd STREET SOUTH
12	5,876	3561 EAST 153rd STREET SOUTH
13	6,256	3581 EAST 153rd STREET SOUTH
14	11,178	3591 EAST 153rd STREET SOUTH
15	8,057	15301 SOUTH 36th EAST AVENUE
16	5,407	15311 SOUTH 36th EAST AVENUE
17	5,277	15321 SOUTH 36th EAST AVENUE
18	5,566	15331 SOUTH 36th EAST AVENUE
19	5,437	15341 SOUTH 36th EAST AVENUE
20	5,509	15342 SOUTH 37th EAST AVENUE
21	5,250	15332 SOUTH 37th EAST AVENUE
22	5,250	15322 SOUTH 37th EAST AVENUE
23	5,250	15312 SOUTH 37th EAST AVENUE
24	5,250	15302 SOUTH 37th EAST AVENUE
25	7,796	15270 SOUTH 37th EAST AVENUE
26	8,403	15260 SOUTH 37th EAST AVENUE
27	9,361	15250 SOUTH 37th EAST AVENUE

BLOCK 3		
LOT No.	AREA (S.F.)	ADDRESS
1	5,431	3400 EAST 153rd STREET SOUTH
2	5,565	3402 EAST 153rd STREET SOUTH
3	5,565	3422 EAST 153rd STREET SOUTH
4	5,565	3442 EAST 153rd STREET SOUTH
5	5,565	3462 EAST 153rd STREET SOUTH
6	5,565	3482 EAST 153rd STREET SOUTH
7	5,565	3502 EAST 153rd STREET SOUTH
8	5,565	3522 EAST 153rd STREET SOUTH
9	5,565	3542 EAST 153rd STREET SOUTH
10	5,565	3562 EAST 153rd STREET SOUTH
11	5,565	3582 EAST 153rd STREET SOUTH
12	5,497	3592 EAST 153rd PLACE SOUTH
13	5,627	3591 EAST 153rd PLACE SOUTH
14	5,565	3581 EAST 153rd PLACE SOUTH
15	5,565	3561 EAST 153rd PLACE SOUTH
16	5,565	3541 EAST 153rd PLACE SOUTH
17	5,565	3521 EAST 153rd PLACE SOUTH
18	5,565	3501 EAST 153rd PLACE SOUTH
19	5,565	3491 EAST 153rd PLACE SOUTH
20	5,565	3481 EAST 153rd PLACE SOUTH
21	5,565	3461 EAST 153rd PLACE SOUTH
22	5,565	3441 EAST 153rd PLACE SOUTH
23	5,565	3421 EAST 153rd PLACE SOUTH
24	5,301	3401 EAST 153rd PLACE SOUTH

BLOCK 4		
LOT No.	AREA (S.F.)	ADDRESS
1	9,697	15250 SOUTH 33rd PLACE
2	6,088	15260 SOUTH 33RD PLACE
3	5,946	15270 SOUTH 33RD PLACE
4	11,844	15280 SOUTH 33RD PLACE
5	7,280	3362 EAST 153rd STREET SOUTH
6	5,795	3382 EAST 153rd STREET SOUTH
7	5,250	15310 SOUTH 34th EAST AVENUE
8	5,790	15320 SOUTH 34th EAST AVENUE
9	11,747	15330 SOUTH 34th EAST AVENUE
10	6,536	3392 EAST 153rd PLACE SOUTH
11	5,253	3400 EAST 153rd PLACE SOUTH
12	5,250	3402 EAST 153rd PLACE SOUTH
13	5,250	3422 EAST 153rd PLACE SOUTH
14	5,250	3442 EAST 153rd PLACE SOUTH
15	5,250	3462 EAST 153rd PLACE SOUTH
16	5,250	3482 EAST 153rd PLACE SOUTH
17	5,250	3502 EAST 153rd PLACE SOUTH
18	5,250	3522 EAST 153rd PLACE SOUTH
19	5,250	3542 EAST 153rd PLACE SOUTH
20	5,250	3562 EAST 153rd PLACE SOUTH
21	5,250	3582 EAST 153rd PLACE SOUTH
22	5,250	3592 EAST 153rd PLACE SOUTH
23	5,250	3598 EAST 153rd PLACE SOUTH
24	5,250	3602 EAST 153rd PLACE SOUTH
25	5,250	3622 EAST 153rd PLACE SOUTH
26	5,250	3642 EAST 153rd PLACE SOUTH
27	5,222	3662 EAST 153rd PLACE SOUTH
28	9,821	3682 EAST 153rd PLACE SOUTH

BLOCK 5		
LOT No.	AREA (S.F.)	ADDRESS
1	96,358	15151 SOUTH 36th EAST AVENUE

RESERVE AREAS		
LOT No.	AREA (S.F.)	ADDRESS
A	45,375	3401 EAST 152nd STREET SOUTH
B	73,529	15241 SOUTH 37th EAST AVENUE
C	29,838	15322 SOUTH 34th EAST AVENUE
D	88,983	SOUTH 34TH EAST AVENUE SOUTH 37TH EAST AVENUE EAST 153RD STREET SOUTH EAST 153RD PLACE SOUTH
E	49,286	EAST 152ND STREET SOUTH
F	21,864	3352 EAST 152nd STREET SOUTH

FINAL PLAT
HENSON SQUARE

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

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C7	155.00	026°22'05"	71.33	S77°58'53"E	70.70
C8	265.00	026°12'28"	121.21	S77°54'05"E	120.16
C9	245.00	072°17'32"	309.13	N62°50'55"E	289.02
C10	114.71	016°46'48"	33.60	S07°31'08"W	33.48
C11	71.08	007°20'10"	9.10	S04°45'29"E	9.10
C12	25.00	031°37'30"	13.80	S09°23'01"W	13.82
C13	35.00	145°40'23"	88.99	S47°38'25"E	65.88
C14	25.00	018°07'45"	7.91	N68°35'16"E	7.88
C15	25.00	090°03'42"	39.30	S45°52'51"E	35.37
C16	65.00	006°05'18"	6.91	S03°53'39"E	6.90
C17	25.00	031°35'11"	13.78	S08°51'17"W	13.61
C18	35.00	141°03'27"	86.17	S45°52'51"E	65.00
C19	25.00	018°10'49"	7.93	N72°40'50"E	7.90
C20	25.00	013°24'22"	5.85	N88°28'25"E	5.84
C21	65.00	006°05'18"	6.91	S87°52'03"E	6.90
C22	65.00	006°11'04"	7.02	N85°59'48"E	7.01
C23	25.00	031°35'11"	13.78	S81°18'10"E	13.61
C24	35.00	137°44'34"	84.14	N42°18'15"E	65.29
C25	25.00	031°35'11"	13.78	N10°46'27"W	13.61
C26	65.00	006°11'04"	7.02	N01°55'37"E	7.01
C27	240.06	036°11'20"	151.63	N19°16'53"W	149.12
C29	210.00	055°07'57"	202.07	S28°43'54"E	194.36
C30	35.00	090°15'14"	55.13	N43°57'41"E	49.61
C31	25.00	090°03'42"	39.30	S45°52'51"E	35.37
C32	25.00	089°56'18"	39.24	N44°07'09"E	35.34
C33	35.00	090°03'42"	55.02	N45°52'51"W	49.52
C36	65.00	004°24'11"	5.00	S03°03'06"E	4.99
C37	25.00	029°24'06"	12.83	S09°26'52"W	12.69
C38	35.00	134°45'52"	82.32	S43°14'01"E	64.62
C39	25.00	023°02'36"	10.05	N80°54'21"E	9.99
C41	35.00	089°51'18"	54.89	S45°46'39"E	49.43
C42	123.60	006°18'09"	13.60	S85°39'43"E	13.59
C43	25.00	089°56'18"	39.24	N44°07'09"E	35.34
C44	35.00	090°03'42"	55.02	S45°52'51"E	49.52
C46	93.91	010°02'03"	16.45	N04°37'46"E	16.43
C47	100.00	017°44'14"	30.96	N08°01'06"E	30.83
C48	258.17	013°26'57"	60.75	N44°06'30"W	60.61
C49	240.00	006°16'19"	25.27	N54°03'19"W	25.26
C50	180.00	026°22'05"	82.84	S77°58'53"E	82.11
C51	240.00	026°12'28"	109.78	S77°54'05"E	108.82
C52	219.99	062°58'49"	241.82	N57°30'20"E	229.83
C53	205.00	026°22'05"	94.34	S77°58'53"E	93.51
C54	215.00	026°12'28"	98.34	S77°54'05"E	97.49
C55	195.00	090°00'00"	305.31	N43°59'41"E	275.77
C56	245.00	017°42'28"	75.72	N07°50'55"E	75.42

LINE TABLE		
LINE ID	DIRECTION	LENGTH (FT)
L1	N02°01'48"E	10.38
L2	N24°26'08"E	16.84
L3	N52°07'05"E	18.17
L4	S39°35'56"W	18.17
L5	S41°29'47"E	28.03
L6	S56°57'43"E	24.55
L7	S78°36'48"E	28.09
L8	S71°07'13"E	22.85

OWNER'S CERTIFICATE AND DEDICATION

IN WITNESS WHEREOF, BIXBY LAND GROUP, LLC, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2024.

BIXBY LAND GROUP, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
MANAGING MEMBER

STATE OF OKLAHOMA)
) S.S.
COUNTY OF TULSA)
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2024,

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

MY COMMISSION EXPIRES NOTARY PUBLIC

OWNER'S CERTIFICATE AND DEDICATION

IN WITNESS WHEREOF, ML LAND DEVELOPMENT, LLC, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2024.

ML LAND DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
MANAGING MEMBER

STATE OF OKLAHOMA)
) S.S.
COUNTY OF TULSA)
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2024.

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

MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

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

EXECUTED THIS _____ DAY OF _____, 2024.

JAY P. BISSELL
AAB ENGINEERING, LLC
LICENSED PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. 1318
CA #6318 RENEWAL DATE JUNE 30TH, 2024

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2024, PERSONALLY APPEARED JAY P. BISSELL TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY 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.

MY COMMISSION EXPIRES:

EXPIRATION DATE NOTARY PUBLIC

CERTIFICATE OF TULSA COUNTY CLERK

I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED HENSON SQUARE HAS BEEN FILED INTO TULSA COUNTY RECORDS.

MICHAEL WILLIS, TULSA COUNTY CLERK

CERTIFICATE OF TULSA COUNTY TREASURER

I, JOHN M. FOTHERGILL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2023 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS HENSON SQUARE.

JOHN M. FOTHERGILL, TULSA COUNTY TREASURER



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: Joey Wiedel, Development Services Director
Gwen Plante, Assistant City Planner

Date: Monday, August 19, 2024

Name: Midland Development

RE: Planned Unit Development (BXPUD 24.05), Midland Development

Location: Tracts of Land being part of Blocks 18, 19, and 20, Part of the Vacated Rail Road Right Of Way, along portions of East Needles Avenue, North Armstrong Street, and East Dawes Avenue, Bixby, Oklahoma 74008

STR: Section 24, Township 17N, Range 13E

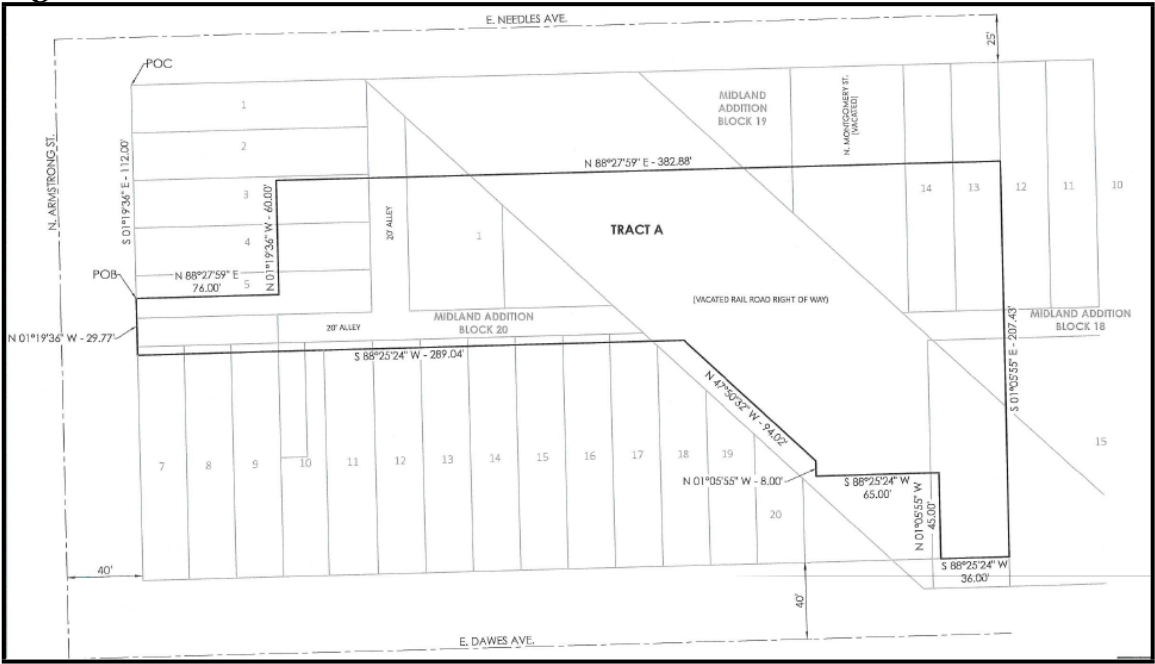
Applicant: Tim Boeckman, CJC Architects, Inc.

Request:
Mr. Tim Boeckman of CJC Architects, Inc. and Mr. Josh McFarland of Red Dog Construction are requesting review and approval of Planned Unit Development (BXPUD 24.05) for the Redevelopment of the area known as the Midland Development.

Figure 1: City of Bixby Zoning Map and Vicinity Map



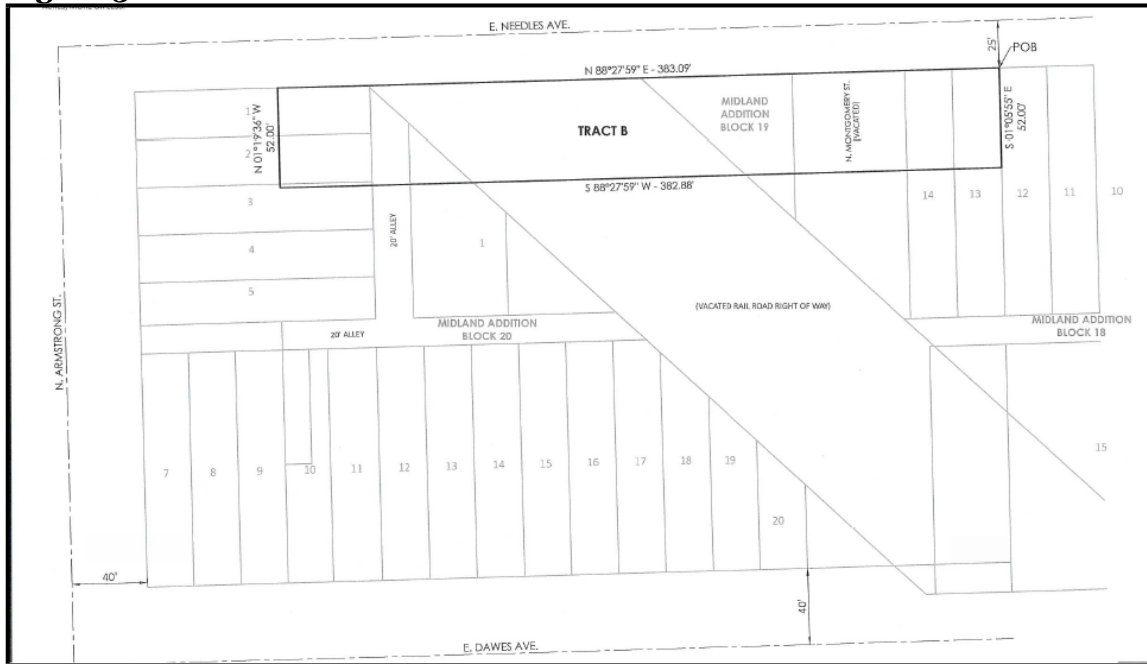
Figure 2:



Site Stats:

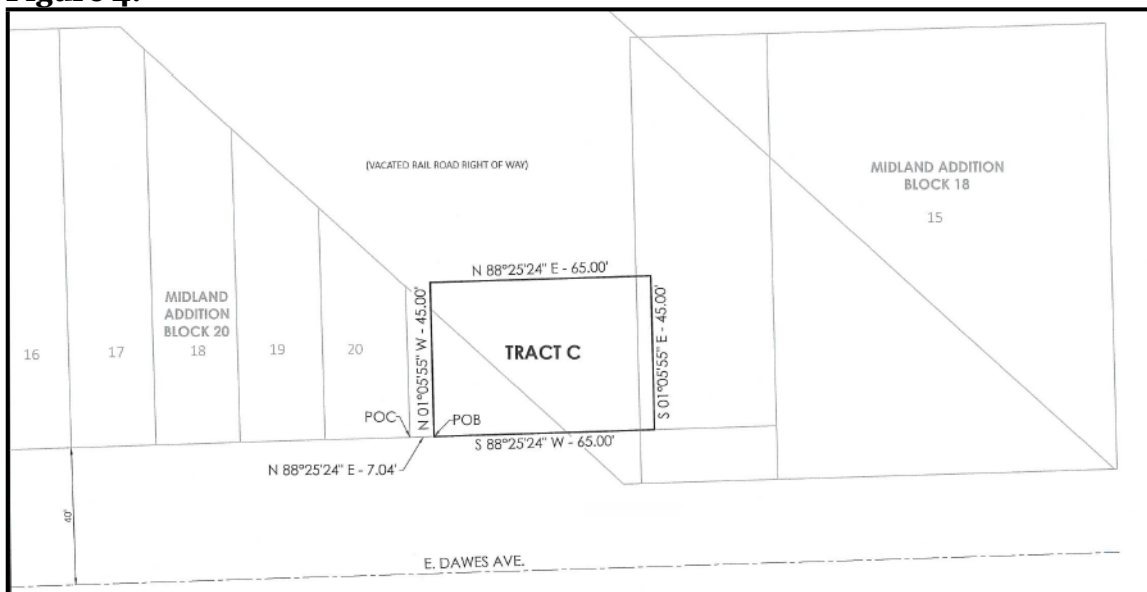
Tract A
1.10 Acres +/-

Figure 3:



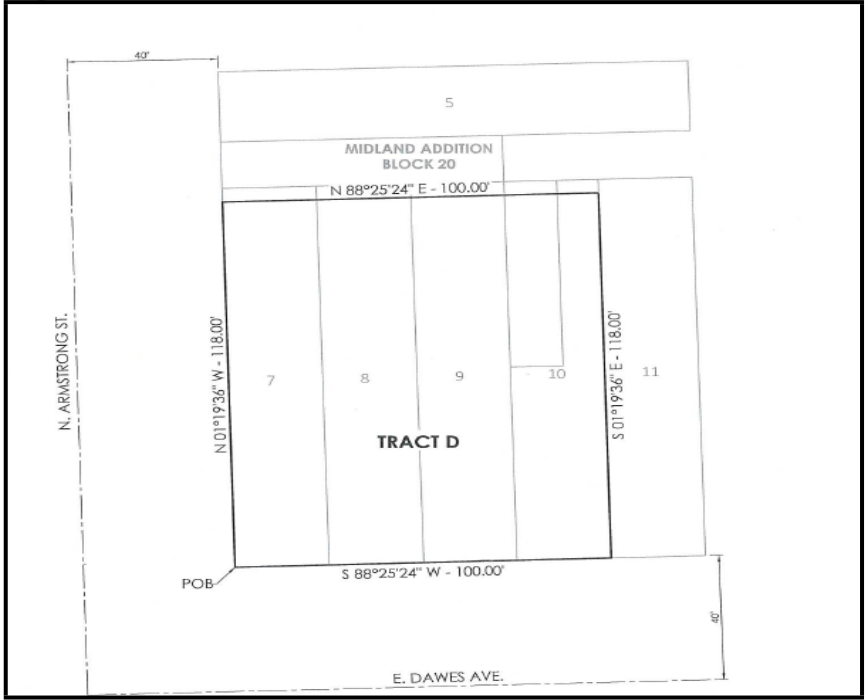
Site Stats: Tract B
0.46 Acres +/-

Figure 4:



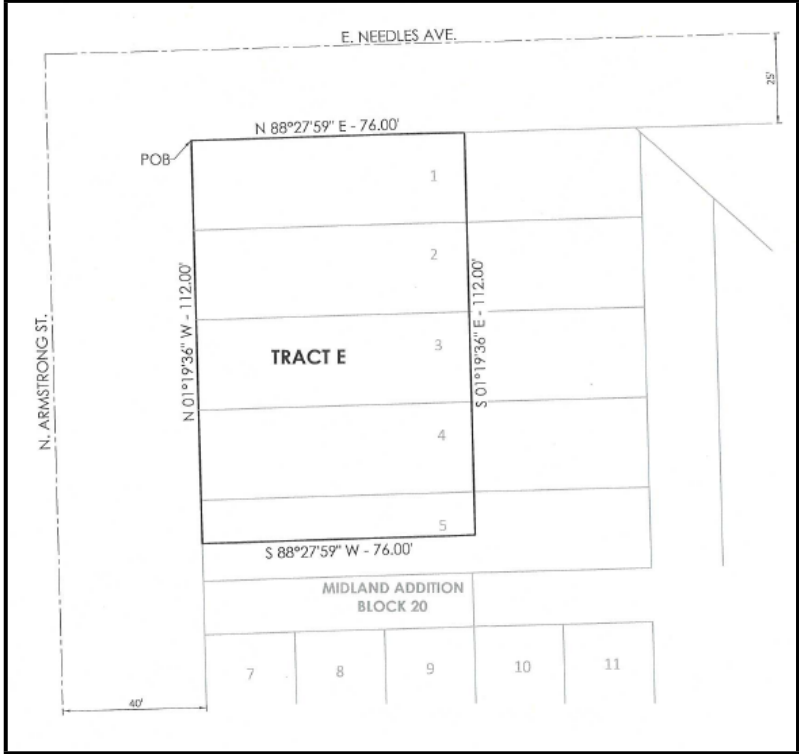
Site Stats: Tract C
0.07 Acres +/-

Figure 5:



Site Stats: Tract D
0.27 Acres +/-

Figure 6:



Site Stats: Tract E
0.20 Acres +/-

5

20' ALLEY

N 01°19'36" W - 100.00'

20' ALLEY

N 88°27'59" E - 135.00'

1

2

MIDLAND ADDITION
BLOCK 21

TRACT F

3

4

S 88°27'59" W - 135.00'

POB

S 01°19'36" E - 100.00'

20'

N. ARMSTRONG ST.

E. NEEDLES AVE.

Site Stats: Tract F
0.31 Acres +/-

Key of Proposed Use

- Commercial / Office Space (Yellow)
- Outdoor Courtyard Space (Light Purple)
- Restaurant & Dining Space (Dark Purple)
- Residential Townhomes (Red)

Staff Review

The anticipated Midland redevelopment encompasses portions of Blocks 18, 19, and 20, which includes part of the Vacated Rail Road Right Of Way, along portions of East Needles Avenue, North Armstrong Street, and East Dawes Avenue.

The proposed project, which has an Economic Redevelopment Agreement with the City of Bixby, aims to develop the site into a multi-use complex, including residential, commercial office, restaurant, and retail spaces. The goal is to renovate existing structures and construct new structures. Off-street parking for mixed residential and commercial uses will also be provided in the Downtown Bixby area.

The Planned Unit Development (PUD 24.05) allows Townhouse Dwellings, Offices/Studios, Restaurants other than drive-ins, Shopping Goods and Services, and Entertainment Establishments. Exclusions would include sexually oriented businesses.

The following deviations from the Downtown Overlay District are as follows:

- ❖ Rear set-back zero (0) feet minimum
- ❖ Distance between entries not applicable
- ❖ No on-site parking will be required for the permitted uses
- ❖ Lighting will be at a maximum light level of 0.05 foot-candles shall be obtained at the perimeter of the PUD boundary
- ❖ All pole-mounted and building-mounted lighting shall be oriented to minimize light leaving the development. All lights shall face down and away from the development's boundary.
- ❖ Mounting height of each pole fixture shall not exceed 20 feet

Engineering Comments:

See Engineering memo

Public Comments:

No comments were received at the time of writing.

Staff Comments:

1. Staff has reviewed the submitted Planned Unit Development booklet and the Economic Redevelopment Agreement and believes the project complies with the proposed PUD.

Figures: Figure 1: City of Bixby Zoning and Vicinity Map
Figure 2: Tract A Site Stats
Figure 3: Tract B Site Stats
Figure 4: Tract C Site Stats
Figure 5: Tract D Site Stats
Figure 6: Tract E Site Stats
Figure 7: Tract F Site Stats
Figure 8: Development Site Plan per the PUD booklet

Attachments: Exhibit A: Engineering Memo
Exhibit B: Planned Unit Development (BXPUD24.05) booklet
Exhibit C: Real Estate Purchase and Economic Redevelopment Agreement
Exhibit D: Survey Exhibits Tract A through Tract F

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: Joey Wiedel, Development Services Director

From: Justin Dowd, City Engineer

CC: Public Works
Development Services
Fire Department
City Manager
Tim Boekman, CJC Architects
File

Date: July 24, 2024

Re: **BXPUD-24.05 Midland Development**

Engineering Review Comments:

- The existing building is currently located over the existing sewer. Any new buildings will not be allowed to be built over public infrastructure. The existing sanitary sewer may require replacement with the redevelopment of the property.
- There is an existing waterline running across the site. No new buildings will be allowed to be built over public infrastructure. Additionally, this line is small, and upsizing this line and/or relocating this line may be necessary with the redevelopment of the property.

**PLANNED UNIT DEVELOPMENT
STATEMENT FOR:**

Development Name:

Midland Development

BIXBY, OKLAHOMA

OWNER/DEVELOPER:

RDC BIXBY LLC

116 S 1st street Jenks, OK 74037

918-706-6787

jmcfarland@reddogconstruction.com

Planned Unit Development

INTRODUCTION:

1. The Title of the Planned Unit Development:

Midland Development

2. The Owner/Developer:

RDC BIXBY LLC

116 S 1st street Jenks, OK 74037

918-706-6787

jmcfarland@reddogconstruction.com

3. General Location of the Planned Unit Development:

The development is located on lots in one block located in downtown Bixby, between N Armstrong St and N Montgomery St and E Dawes Ave and E Breckinridge Ave and 4 lots at the southeast corner of E Needles Ave and N Armstrong St.

4. A brief description of the Planned Unit Development concept:

The project plans to develop the site into a multi-use complex (residential, commercial office, and restaurants, and retail). The goal is to provide renovate existing structures and construct new structures and provide off-street parking for mixed residential and commercial uses in the Downtown Bixby area.

The majority of the property is currently zoned CH. The northeast corner of the property is zoned CS. The proposed development is within the city limits, so all standards for renovations will be met. This property lies within the Downtown Overlay Districts and will comply with the associated standards except where modified in the general provisions section below.

5. Legal Description:

The PUD covers six tracts of land in downtown Bixby whose legal descriptions are as follows:

TRACT 'A'

A TRACT OF LAND BEING PART OF BLOCKS 18, 19, 20, PART OF THE VACATED RAILROAD RIGHT OF WAY AND VACATED N. MONTGOMERY ST. IN MIDLAND 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 NORTHWEST CORNER OF SAID BLOCK 20; THENCE SOUTH 01°19'36" EAST ALONG THE WEST LINE OF SAID BLOCK 20, FOR A DISTANCE OF 112.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°27'59" EAST AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 76.00 FEET; THENCE NORTH 01°19'36" WEST AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 20, FOR A DISTANCE OF 60.00 FEET; THENCE NORTH 88°27'59" EAST AND PARALLEL WITH SAID NORTH LINE, FOR A DISTANCE OF 382.88 FEET TO A POINT ON THE EAST LINE OF LOT 13 IN SAID BLOCK 18; THENCE SOUTH 01°05'55" EAST AND ALONG SAID EAST LINE AND THE PROLONGATION THEREOF, FOR A DISTANCE OF 207.43 FEET; THENCE SOUTH 88°25'24" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 18, FOR A DISTANCE OF 36.00 FEET; THENCE NORTH 01°05'55" WEST AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 45.00 FEET; THENCE SOUTH 88°25'24" WEST AND PARALLEL WITH SAID SOUTH LINE, FOR A DISTANCE OF 65.00 FEET; THENCE NORTH 01°05'55" WEST AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 8.00 FEET; THENCE NORTH 47°50'32" WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID VACATED RAIL ROAD RIGHT OF WAY, FOR A DISTANCE OF 94.02 FEET; THENCE SOUTH 88°25'24" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 289.04 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 20; THENCE NORTH 01°19'36" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 29.77 FEET TO THE POINT OF BEGINNING.

TRACT 'B'

A TRACT OF LAND BEING PART OF BLOCKS 18, 19, 20, PART OF THE VACATED RAILROAD RIGHT OF WAY AND VACATED N. MONTGOMERY ST. IN MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 13 IN SAID BLOCK 18; THENCE SOUTH 01°05'55" EAST AND ALONG THE EAST LINE OF SAID LOT 13, FOR A DISTANCE OF 52.00 FEET; THENCE SOUTH 88°27'59" WEST AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 18, FOR A DISTANCE OF 382.88 FEET; THENCE NORTH 01°19'36" WEST AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 20, FOR A DISTANCE OF 52.00 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 20; THENCE NORTH 88°27'59" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 383.09 FEET TO THE POINT OF BEGINNING.

TRACT 'C'

A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER (NW4) OF SECTION TWENTY-FOUR (24), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, PART OF THE VACATED RAIL ROAD RIGHT OF WAY AND N. MONTGOMERY ST., TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF LOT 20, BLOCK 20, MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA; THENCE NORTH 88°25'24" EAST A PROLONGATION OF THE SOUTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 7.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°05'55" WEST AND PARALLEL WITH THE WEST LINE OF BLOCK 18, MIDLAND ADDITION, FOR A DISTANCE OF 45.00 FEET; THENCE NORTH 88°25'24" EAST AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 65.00 FEET; THENCE SOUTH 01°05'55" EAST AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 18, FOR A DISTANCE OF 45.00 FEET; THENCE SOUTH 88°25'24" WEST AND ALONG A PROLONGATION OF THE SOUTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING.

TRACT 'D'

A TRACT OF LAND BEING PART LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK TWENTY (20), MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 01°19'36" WEST AND ALONG THE WEST LINE OF SAID LOT 7, FOR A DISTANCE OF 118.00 FEET; THENCE NORTH 88°25'24" EAST AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 10; THENCE SOUTH 01°19'36" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 118.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 88°25'24" WEST AND ALONG THE SOUTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

TRACT 'E'

A TRACT OF LAND BEING PART LOTS ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5), BLOCK TWENTY (20), MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°27'59" EAST AND ALONG THE NORTH LINE OF SAID BLOCK 20; THENCE SOUTH 01°19'36" EAST AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 20, FOR A DISTANCE OF 112.00 FEET; THENCE SOUTH 88°27'59" WEST AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 76.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 20; THENCE NORTH 01°19'36" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 112.00 FEET TO THE POINT OF BEGINNING.

TRACT 'F'

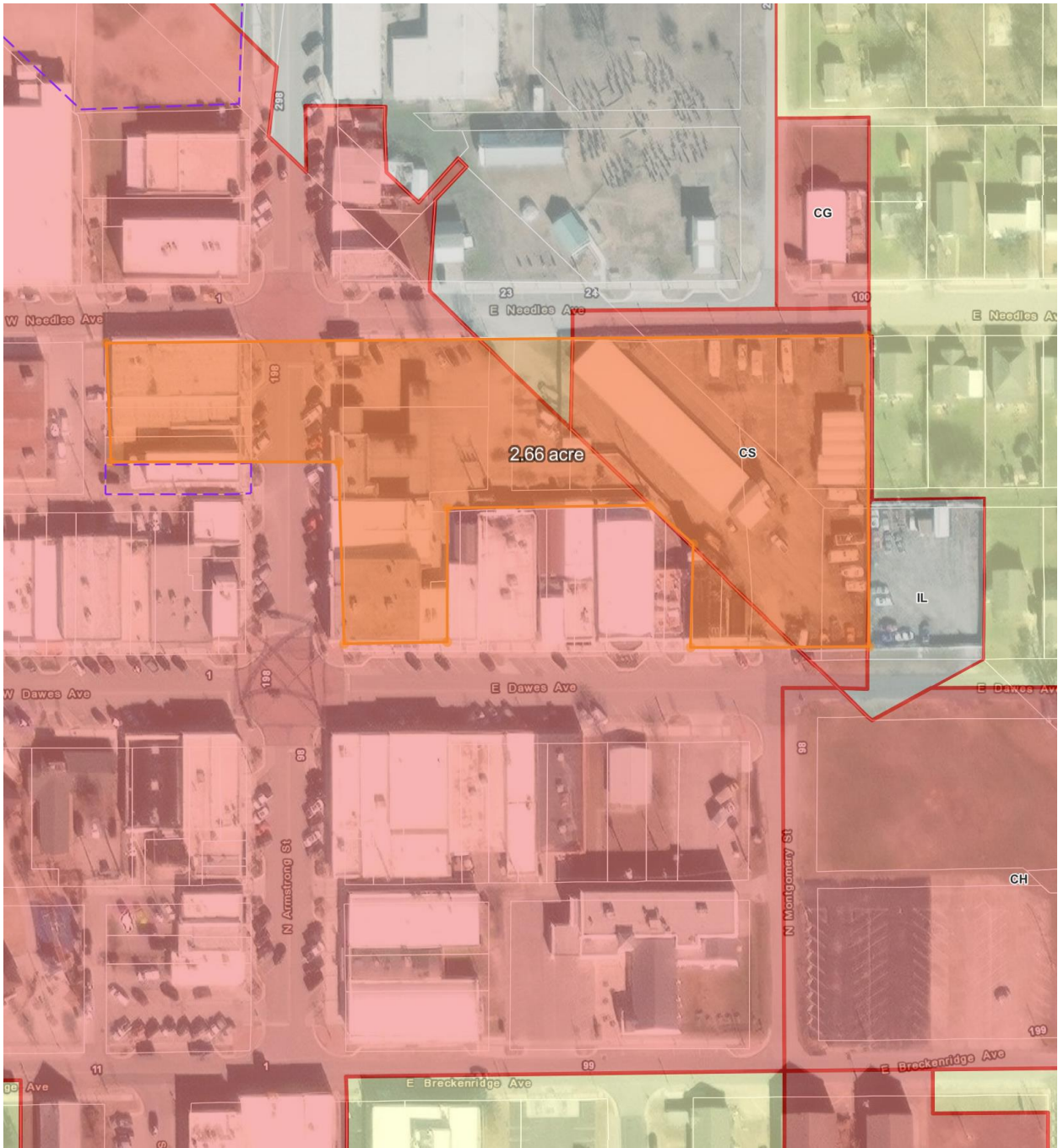
A TRACT OF LAND BEING PART OF LOTS 1-4, AND THE EAST 10 FEET OF THE ADJACENT ALLEY, BLOCK 21, MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 21; THENCE SOUTH 01°19'36" EAST AND ALONG THE EAST LINE OF SAID BLOCK 21, FOR DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 88°27'59" WEST AND ALONG THE SOUTH LINE OF SAID LOT 4 AND A PROLONGATION THEREOF, FOR A DISTANCE OF 135.00 FEET TO THE CENTER OF AN EXISTING 20 FOOT WIDE ALLEY; THENCE NORTH 01°19'36" WEST AND ALONG SAID ALLEY CENTER LINE BEING PARALLEL WITH THE EAST LINE OF SAID BLOCK 21, FOR A DISTANCE OF 100.00 FEET TO A POINT ON NORTH LINE OF SAID BLOCK 21; THENCE NORTH 88°27'59" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

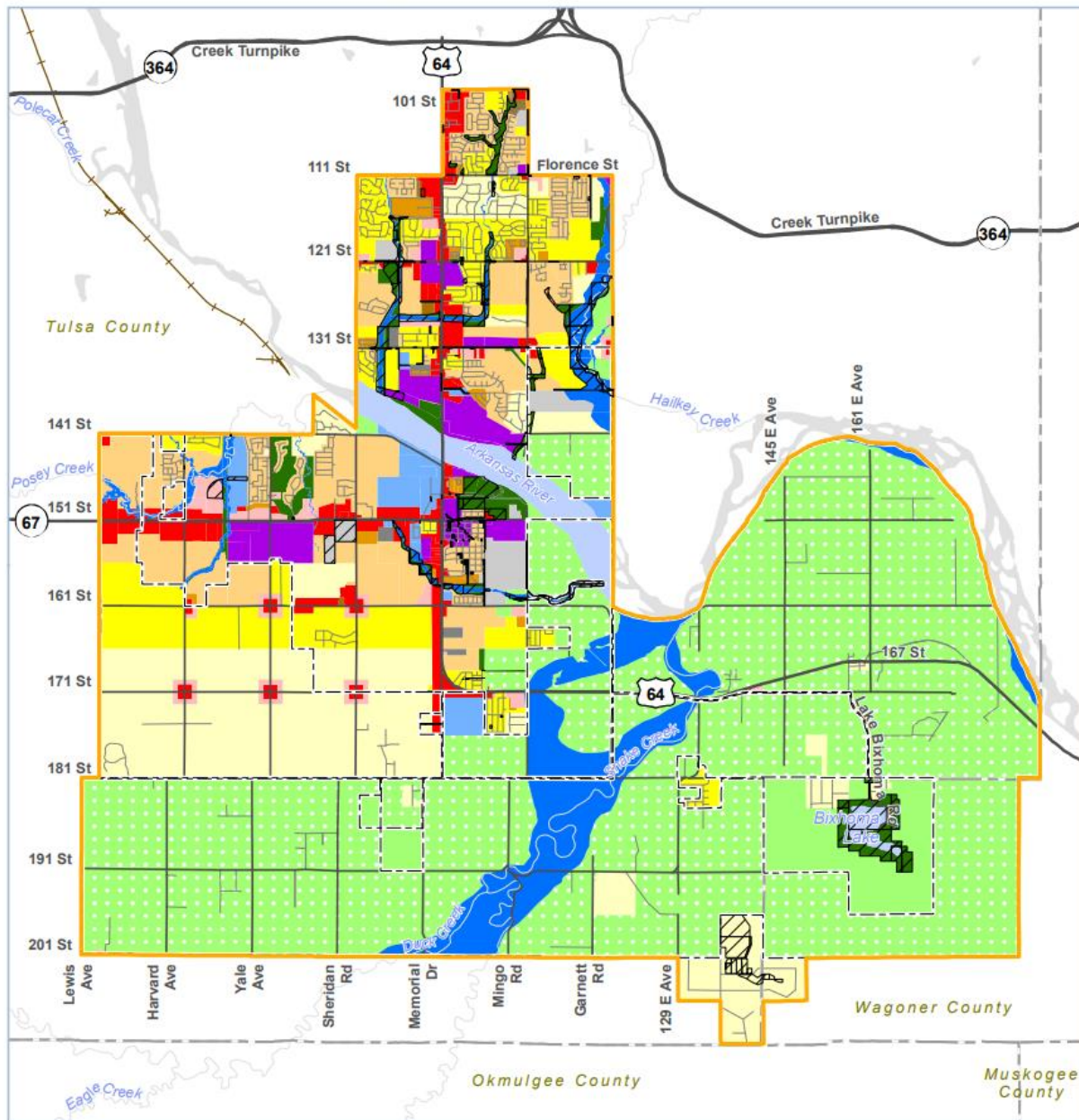
6. The existing zoning:

The majority of the property is currently zoned CH. The east side of the property is zoned CS and a small portion of the property is zoned IL. The development is located within District 3 of the Bixby Downtown Overlay. CH zoning is adjacent to the property on the west and south sides. An RS-3 district exists on the east side. CG and IL districts are also along the north and east sides of the development.

Vicinity Map and Current Zoning Map



Bixby Comprehensive Plan



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



0 1 2 Miles

Data Source: City of Bixby, 2018.
Matrix Design Group, 2018.

GENERAL PROVISIONS:

Base Zoning: CH.

Permitted Uses: Uses permitted by right (including all uses customarily accessory thereto) within the CH district, except as modified in the table below. “Stacking” of uses customarily found in a mixed-use development shall also be allowed.

Principal Uses Permitted		Base District CH	Allowed by this PUD
No.	Name		
1	Areawide uses	X	X
2	Areawide special exception uses	SUP	SUP
3	Agriculture	NP	NP
4	Public protection and utility facilities	X	X
5	Community services and similar uses	X	X
6	Single-family dwelling	E	X
7	Duplex dwelling	E	X
7A.	Townhouse dwelling	NP	X
8	Multi-family dwelling and similar uses	SUP ²	X
9	Manufactured home dwelling	NP	NP
10	Off street parking areas	X	X
11	Offices and studios	X	X
12	Entertainment establishments and eating establishments other than drive-ins	X	X
13	Convenience goods and services	X	X
14	Shopping goods and services	X	X
15	Other trades and services	X	X
16	Ministorage	PUD	NP
17	Automotive and allied activities	X	X
18	Drive-in restaurants	X	X
19	Hotel, motel and recreation facilities	X	X
20	Commercial recreation; intensive	SUP	NP
22	Research and development	X	X
22A.	Science and technology	NP	NP
23	Warehousing and wholesaling	X	NP
24	Oil and gas drilling and mining and mineral processing	NP	NP
25	Light manufacturing and industry	SUP	NP
26	Moderate manufacturing and industry	NP	NP
27	Heavy manufacturing and industry	NP	NP

NP = Not permitted
X = Use permitted by right
E = Special exception

SUP = Specific use permit

	Base District CH	Allowed by this PUD
Bulk and Area Requirements		
Frontage (minimum feet):		
Arterial	n/a	0
Not an arterial	n/a	0
Floor area ratio (maximum)	n/a	n/a
Setback from centerline of abutting street (minimum feet): Measured from centerline of abutting street; add to the distance designated in the column to the right ½ of the right-of-way width designated on the major street plan, or 25 feet if the street is not designated on the major street plan:		
Arterial	n/a	0
Not an arterial	n/a	0
Setback from abutting R district:		
Boundary lines (minimum feet)	n/a	0
Building height (maximum feet)	5 stories or 70 feet	5 stories or 70 feet

Screening: No internal screening of differing uses within the boundaries of the PUD is required.

Operations Restrictions: Permitted uses shall have slight or no objectionable emission of odors produced by business operations.

1. Building Form Standards:

a. The following deviations from the Downton Overlay District are allowed:

- i. Distance between entries is not applicable.

2. Site Standards:

a. The following deviations from the Downtown Overlay District are allowed:

- i. Rear setback 0'-0" minimum.

3. Parking:

- a. No on-site parking will be required for the permitted uses.

4. Lighting:

- a. All pole-mounted and building-mounted lighting shall be oriented to minimize light leaving the development. All lights shall face down and away from the boundary of the development.
- b. The mounting height of each pole fixture shall not exceed 20' as measured from the pavement to the light fixture.
- c. A maximum light level of 0.5 foot-candles (measured at three feet (3') above grade) shall be obtained at the perimeter of the PUD boundary.

5. Signage:

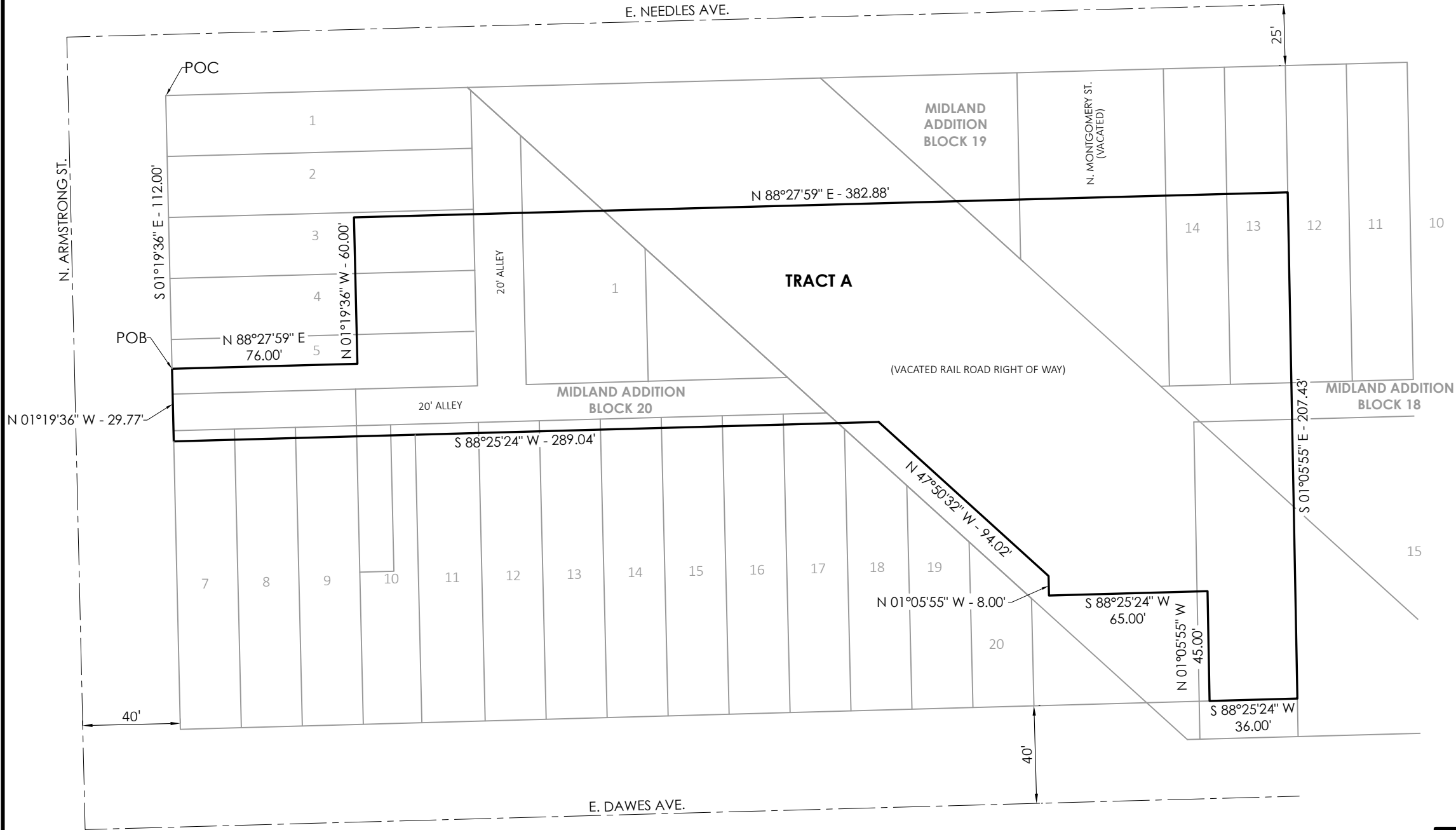
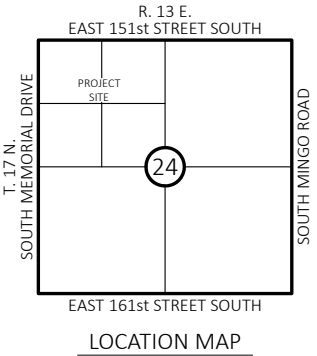
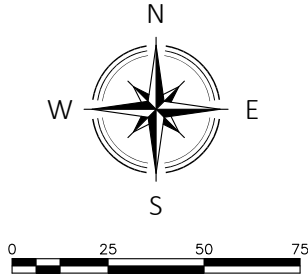
- a. No sign shall exceed an illumination of seventy-foot candles (70 fc) as measured at a two-foot (2') distance from the source of the illumination. Illuminated signs shall not face a residential district. Electronic message signs are prohibited.
- b. Wall and canopy signs shall not exceed an aggregate display surface area of three (3) square feet per each linear foot of the building wall to which the sign or signs are affixed.

EXHIBIT

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GENERAL NOTES

- A. THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83, (1993).
- B. THE PROPERTY DESCRIBED HEREON CONTAINS 47,755.52 SQ.FT. OR 1.10 ACRES, MORE OR LESS.



LEGAL DESCRIPTION OF THE REAL PROPERTY

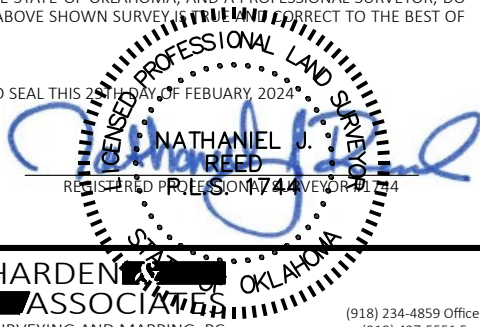
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SURVEYORS CERTIFICATE

I, NATHANIEL J. REED OF THE STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 29th DAY OF FEBRUARY, 2024.



SYMBOL LEGEND

POB- POINT OF BEGINNING
POC- POINT OF COMMENCEMENT



48 HOURS BEFORE YOU DIG...CALL OKIE
1-800-522-6543
Oklahoma One-Call System, Inc.

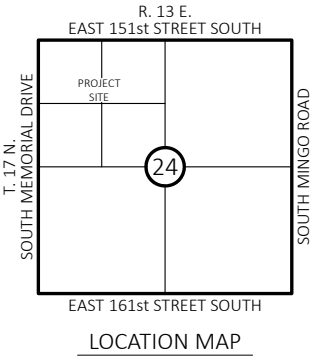
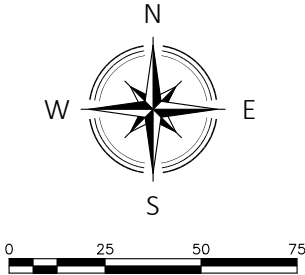
2001 South 114th East Avenue Tulsa, Oklahoma 74128		HARDEN ASSOCIATES SURVEYING AND MAPPING, PC		(918) 234-4859 Office (918) 437-5551 Fax	
REVISIONS	BY	DATE	Certificate of Authorization No. 4656 Expires June 30, 2017		
			EXHIBIT		
			Drawn By: JLN	Checked By: NJR	Proj. No.: 231050
			Date: 02/29/2024	Scale: 1"=50'	Sheet 1 of 6

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OF: A TRACT OF LAND BEING PART OF BLOCKS 18, 19, 20, PART OF THE VACATED RAIL ROAD RIGHT OF WAY AND VACATED N. MONTGOMERY ST. IN MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

GENERAL NOTES

- A. THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83, (1993).
- B. THE PROPERTY DESCRIBED HEREON CONTAINS 19,915.13 SQ.FT. OR 0.46 ACRES, MORE OR LESS.



LEGAL DESCRIPTION OF THE REAL PROPERTY

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SURVEYORS CERTIFICATE

I, NATHANIEL J. REED OF THE STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 15th DAY OF FEBRUARY, 2024.



2001 South 114th East Avenue Tulsa, Oklahoma 74128			HARDEN ASSOCIATES SURVEYING AND MAPPING, PC		(918) 234-4859 Office (918) 437-5551 Fax
REVISIONS	BY	DATE	Certificate of Authorization No. 4656 Expires June 30, 2017		
			EXHIBIT		
			Drawn By: JLN	Checked By: NJR	Proj. No.: 231050
			Date: 02/29/2024	Scale: 1"=50'	Sheet 2 of 6

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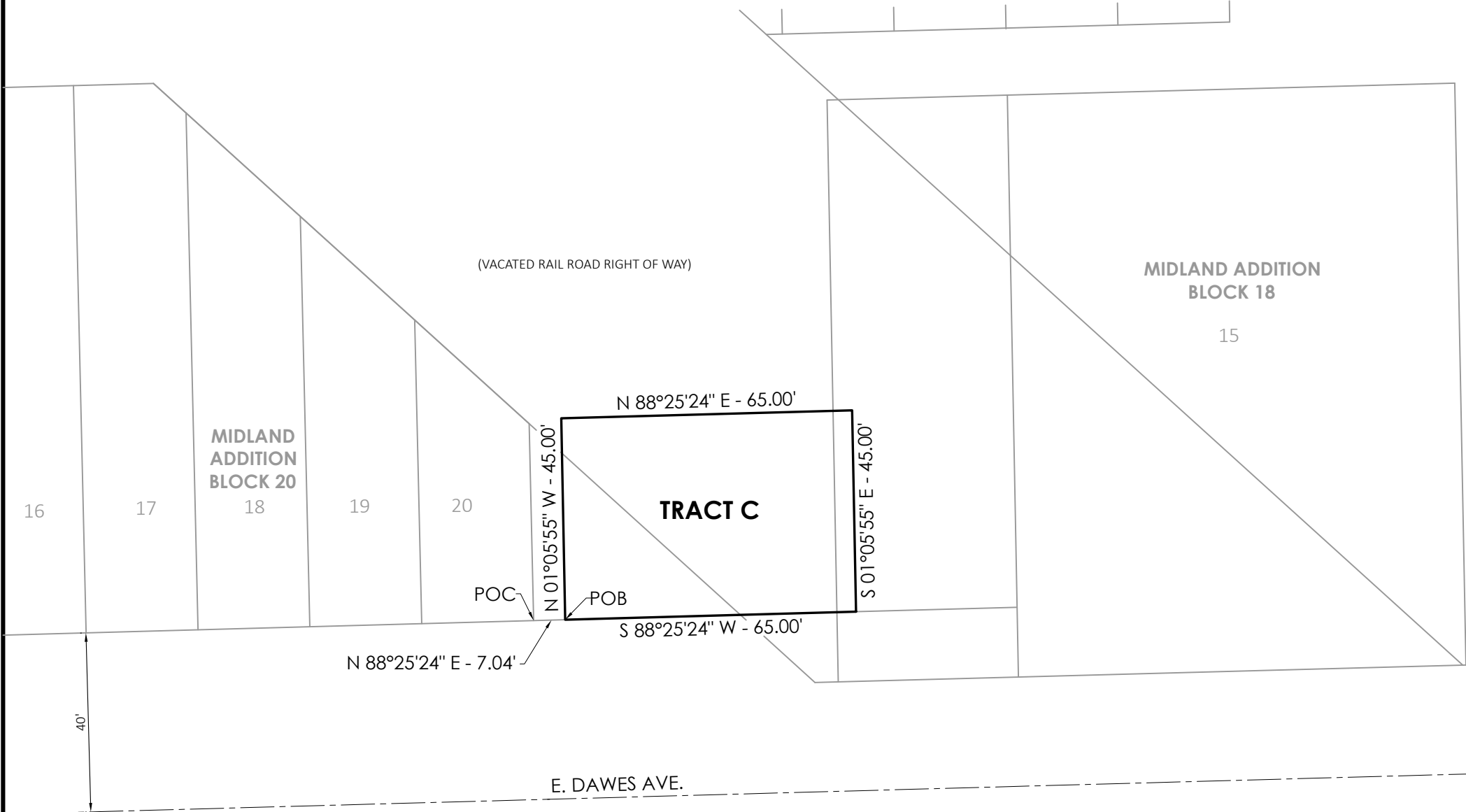
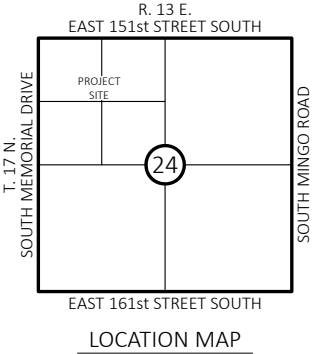
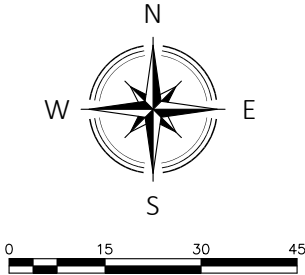
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GENERAL NOTES

- A. THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83, (1993).
- B. THE PROPERTY DESCRIBED HEREON CONTAINS 2,925.00 SQ.FT. OR 0.07 ACRES, MORE OR LESS.



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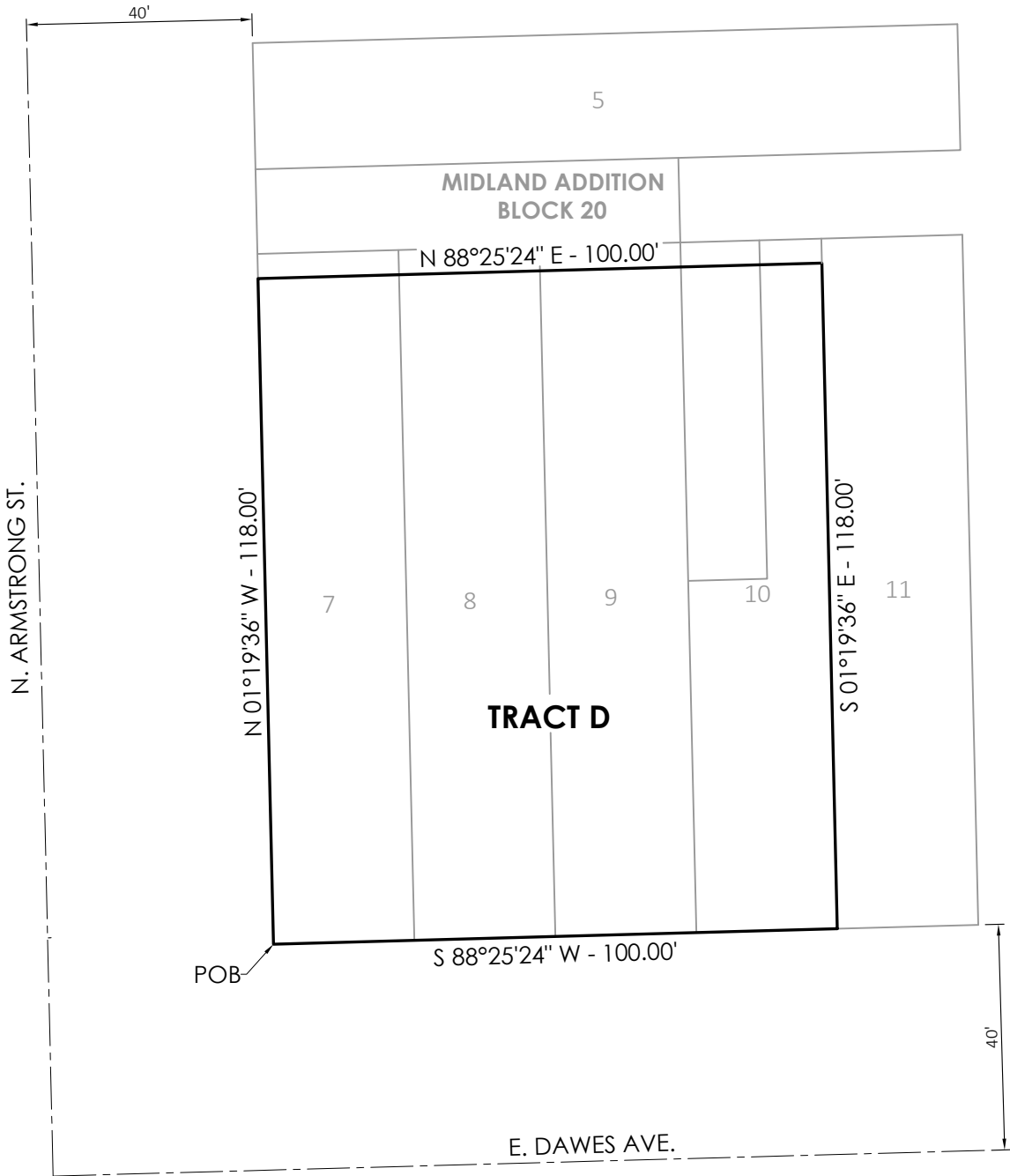
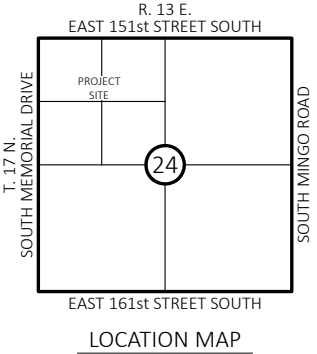
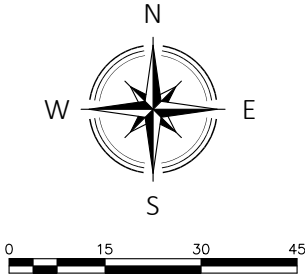
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REVISIONS	BY	DATE	Certificate of Authorization No. 4656 Expires June 30, 2017		
			EXHIBIT		
			Drawn By: JLN	Checked By: NJR	Proj. No.: 231050
			Date: 02/29/2024	Scale: 1"=30'	Sheet 3 of 6

EXHIBIT

OF: A TRACT OF LAND BEING PART OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK TWENTY (20), MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

GENERAL NOTES

- A. THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83, (1993).
- B. THE PROPERTY DESCRIBED HEREON CONTAINS 11,800 SQ.FT. OR 0.27 ACRES, MORE OR LESS.



SYMBOL LEGEND

POB- POINT OF BEGINNING
POC- POINT OF COMMENCEMENT

LEGAL DESCRIPTION OF THE REAL PROPERTY

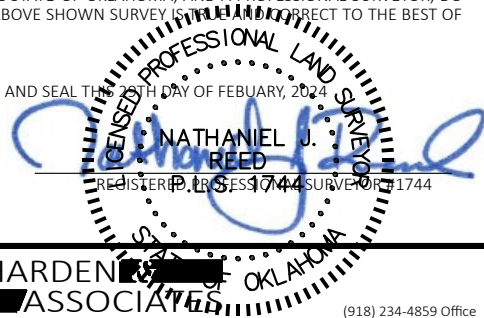
A TRACT OF LAND BEING PART LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK TWENTY (20), MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 01°19'36" WEST AND ALONG THE WEST LINE OF SAID LOT 7, FOR A DISTANCE OF 118.00 FEET; THENCE NORTH 88°25'24" EAST AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 10; THENCE SOUTH 01°19'36" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 118.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 88°25'24" WEST AND ALONG THE SOUTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

SURVEYORS CERTIFICATE

I, NATHANIEL J. REED OF THE STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 28TH DAY OF FEBRUARY, 2024



2001 South 114th East Avenue Tulsa, Oklahoma 74128			HARDEN & ASSOCIATES SURVEYING AND MAPPING, PC		(918) 234-4859 Office (918) 437-5551 Fax	
REVISIONS	BY	DATE	Certificate of Authorization No. 4656		Expires June 30, 2017	
			EXHIBIT			
			Drawn By: JLN	Checked By: NJR	Proj. No.: 231050	
			Date: 02/29/2024	Scale: 1"=30'	Sheet 4 of 6	



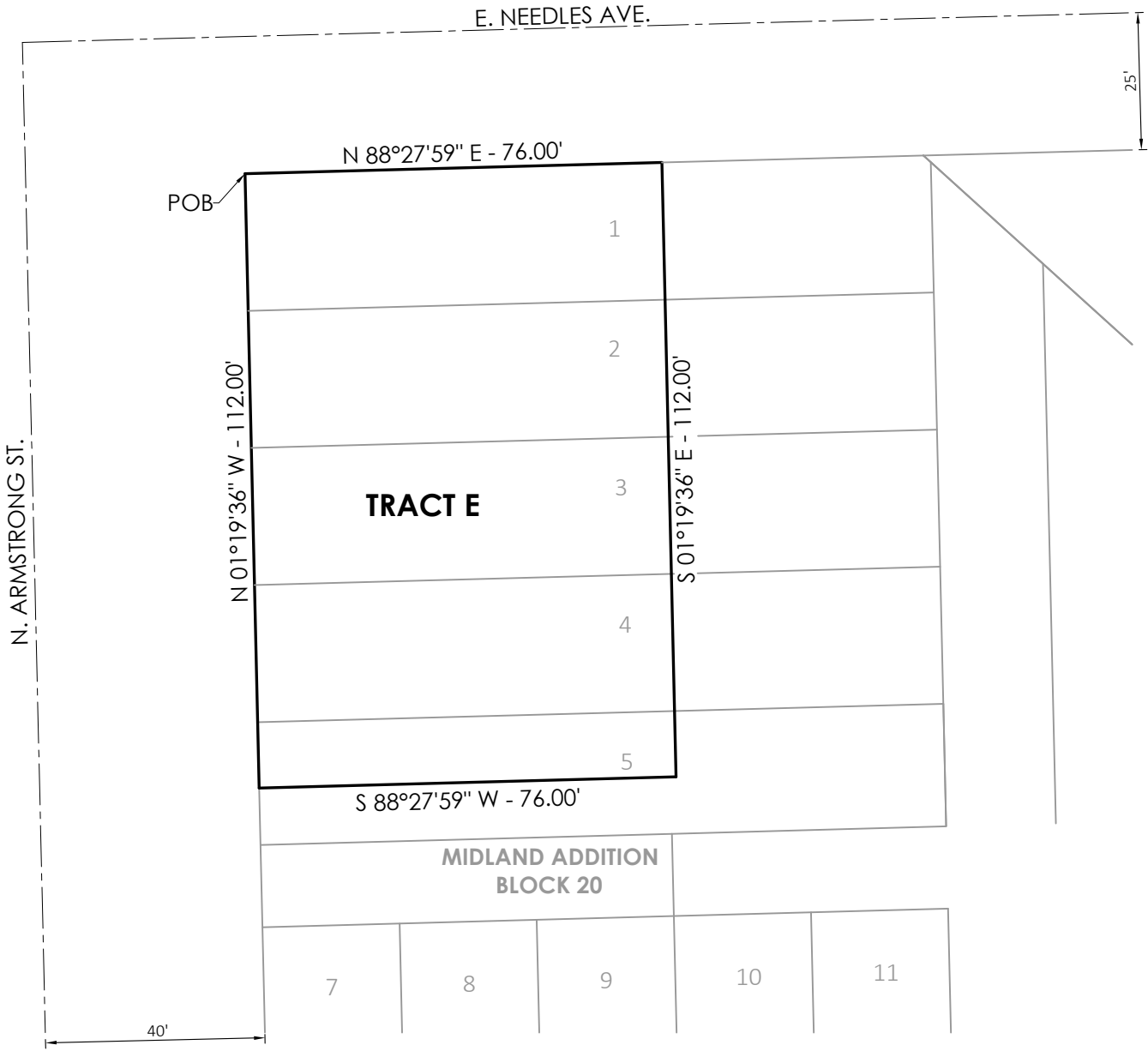
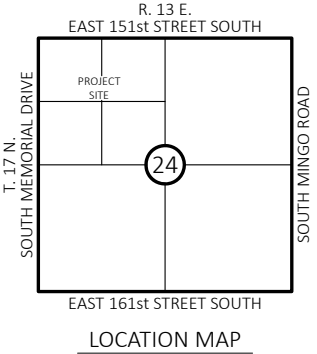
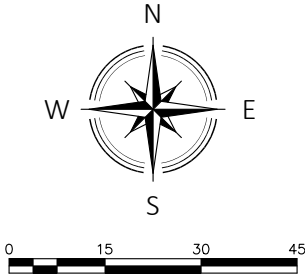
48 HOURS BEFORE YOU DIG...CALL OKIE
1-800-522-6543
Oklahoma One-Call System, Inc.

EXHIBIT

OF: A TRACT OF LAND BEING PART OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5), BLOCK TWENTY (20), MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

GENERAL NOTES

- A. THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83, (1993).
- B. THE PROPERTY DESCRIBED HEREON CONTAINS 8,512.00 SQ.FT. OR 0.20 ACRES, MORE OR LESS.



LEGAL DESCRIPTION OF THE REAL PROPERTY

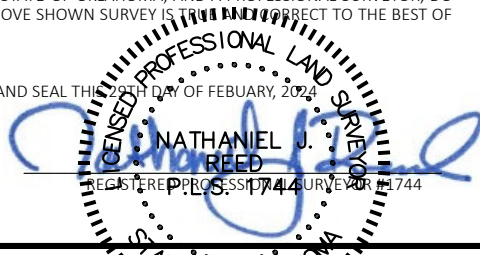
A TRACT OF LAND BEING PART LOTS ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5), BLOCK TWENTY (20), MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°27'59" EAST AND ALONG THE NORTH LINE OF SAID BLOCK 20; THENCE SOUTH 01°19'36" EAST AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 20, FOR A DISTANCE OF 112.00 FEET; THENCE SOUTH 88°27'59" WEST AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 76.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 20; THENCE NORTH 01°19'36" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 112.00 FEET TO THE **POINT OF BEGINNING**.

SURVEYORS CERTIFICATE

I, NATHANIEL J. REED OF THE STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 29TH DAY OF FEBRUARY, 2024.



SYMBOL LEGEND

POB- POINT OF BEGINNING
POC- POINT OF COMMENCEMENT



48 HOURS BEFORE YOU DIG...CALL OKIE
1-800-522-6543
Oklahoma One-Call System, Inc.

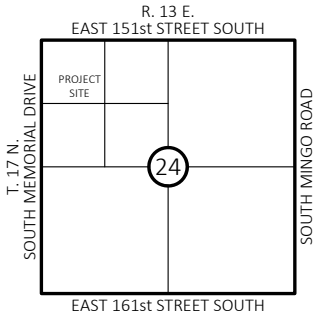
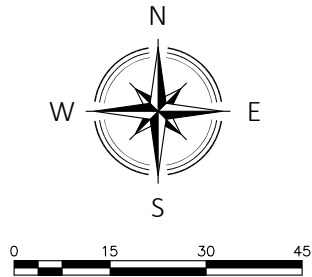
2001 South 114th East Avenue Tulsa, Oklahoma 74128			HARDEN ASSOCIATES SURVEYING AND MAPPING, PC		(918) 234-4859 Office (918) 437-5551 Fax
REVISIONS	BY	DATE	Certificate of Authorization No. 4656 Expires June 30, 2017		
			EXHIBIT		
			Drawn By: JLN	Checked By: NJR	Proj. No.: 231050
			Date: 02/29/2024	Scale: 1"=30'	Sheet 5 of 6

EXHIBIT

OF: A PART OF LOTS 1-4 AND THE EAST 10 FEET OF ADJACENT ALLEY, BLOCK 21,
MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

GENERAL NOTES

- A. THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83, (1993).
- B. THE PROPERTY DESCRIBED HEREON CONTAINS 13,500.09 SQ.FT. OR 0.31 ACRES, MORE OR LESS.



LOCATION MAP

LEGAL DESCRIPTION OF THE REAL PROPERTY

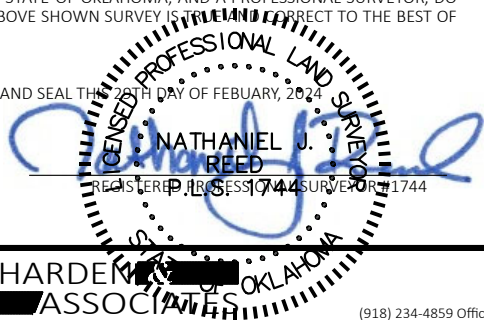
A TRACT OF LAND BEING PART OF LOTS 1-4, AND THE EAST 10 FEET OF THE ADJACENT ALLEY, BLOCK 21, MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 21; THENCE SOUTH 01°19'36" EAST AND ALONG THE EAST LINE OF SAID BLOCK 21, FOR DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 88°27'59" WEST AND ALONG THE SOUTH LINE OF SAID LOT 4 AND A PROLONGATION THEREOF, FOR A DISTANCE OF 135.00 FEET TO THE CENTER OF AN EXISTING 20 FOOT WIDE ALLEY; THENCE NORTH 01°19'36" WEST AND ALONG SAID ALLEY CENTER LINE BEING PARALLEL WITH THE EAST LINE OF SAID BLOCK 21, FOR A DISTANCE OF 100.00 FEET TO A POINT ON NORTH LINE OF SAID BLOCK 21; THENCE NORTH 88°27'59" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 135.00 FEET TO THE **POINT OF BEGINNING**.

SURVEYORS CERTIFICATE

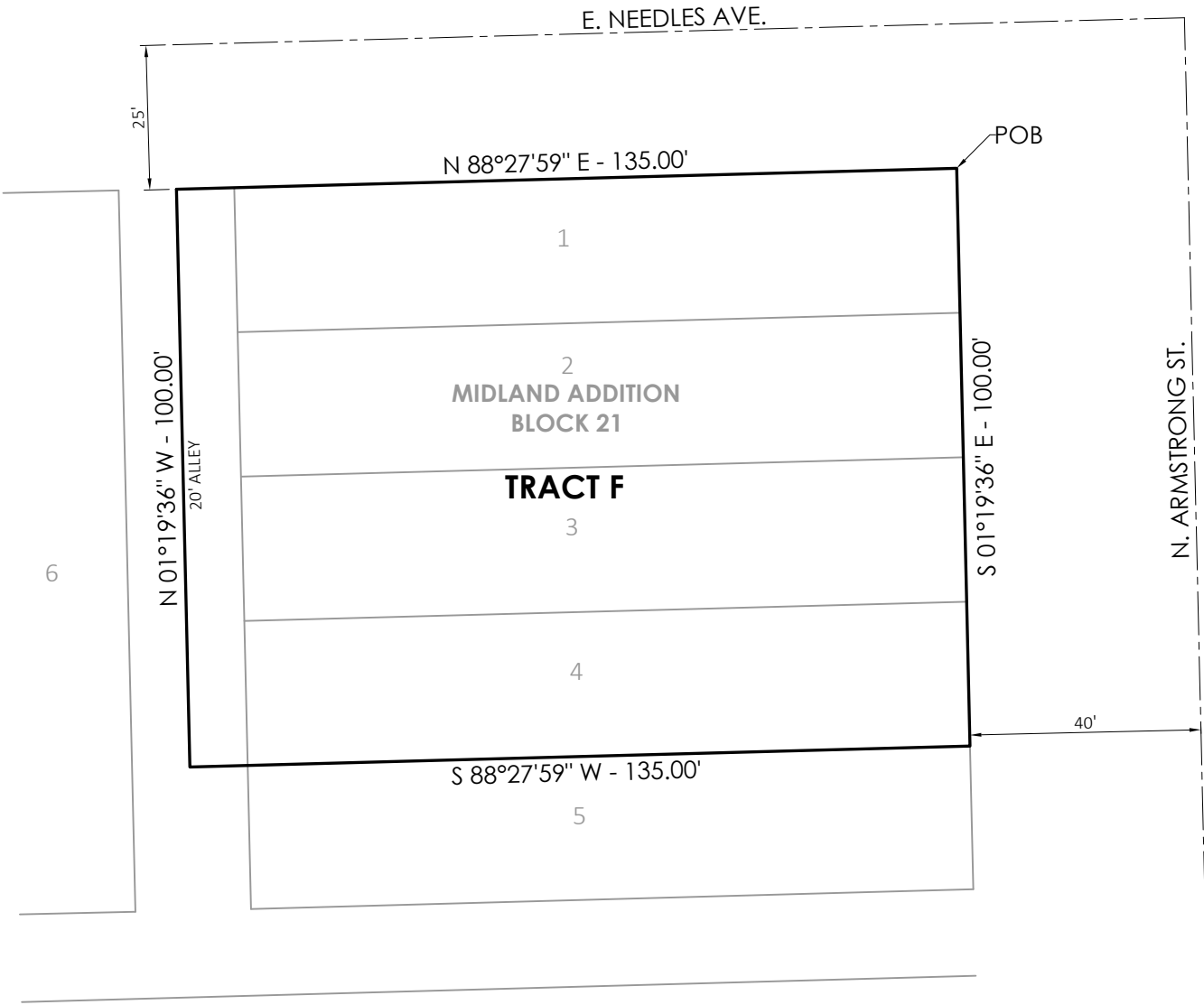
I, NATHANIEL J. REED OF THE STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 28TH DAY OF FEBRUARY, 2024



SYMBOL LEGEND

POB- POINT OF BEGINNING
POC- POINT OF COMMENCEMENT



48 HOURS BEFORE YOU DIG...CALL OKIE
1-800-522-6543
Oklahoma One-Call System, Inc.

2001 South 114th East Avenue Tulsa, Oklahoma 74128			HARDEN ASSOCIATES SURVEYING AND MAPPING, PC			(918) 234-4859 Office (918) 437-5551 Fax		
REVISIONS		BY	DATE	Certificate of Authorization No. 4656		Expires June 30, 2017		
				EXHIBIT				
Drawn By: JLN		Checked By: NJR		Proj. No.: 231050				
Date: 02/29/2024		Scale: 1"=30'		Sheet 6 of 6				

**REAL ESTATE PURCHASE
AND
ECONOMIC REDEVELOPMENT AGREEMENT**

This Agreement is entered into by and between the **City of Bixby**, Oklahoma, a municipal corporation ("City"), Post Office Box 70, 116 West Needles Avenue, Bixby, Oklahoma 74008-0070, and **RDC Bixby, LLC an Oklahoma limited liability company**, ("Company").

R E C I T A L S

A. In 2022, the City of Bixby ("City") issued an RFP for redevelopment of a portion of the Midland Addition, Blocks 20 and 21, City of Bixby, Tulsa County, State of Oklahoma (the "Property").

B. The company has submitted its proposal that it, in return for title to the Property conveyed by the City, as more particularly described in the attached Exhibit A, ("Property") will redevelop the Property with commercial improvements that, taken together with value assignments from other economic development agreements, are greater than or equal in value than the present value of the subject property, including improvement values assigned from other re-development projects in Downtown as mutually agreed by the City and the Company.

C. Pursuant to the terms of this Agreement, the City accepted Company's proposal to provide commercial development on the property.

D. The City, enters into this Agreement, finding that it is in the best interest of the community property interest, and financial viability of the City, as well as the public health, safety, lives, and welfare of the inhabitants. The governing body has found that it is consistent with the Bixby City Charter, the Constitution of Oklahoma, and the law of the State of Oklahoma.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the City and Company agree as follows:

1. Recitals and Findings. The parties hereto incorporate recitals and findings as set forth above in furtherance of this Agreement.

2. Consideration by Company.

(a) Property Redevelopment. Company agrees that it shall develop the property, now owned by the City, consistent with this agreement and consistent with the zoning laws and other ordinances, subject to approved variances and regulations of the City of Bixby.

(b) Construction of Privately Financed Improvements. Company agrees to develop and construct the following:

- i. 90 parking spaces-open to general public, to serve the needs of general commercial traffic as well as the Performing Arts Center as shown in Exhibit B with an estimated value of \$742,500, including land and parking construction.
- ii. Utility relocations as required to maximize the space available for public parking and redevelopment.

(c) The parties hereto have established that the value of property to be conveyed by City to Company has a total value of \$1,720,000.

(d) The parties hereto have agreed that \$1,500,000 in value assignment from the Economic Redevelopment Agreement for the a portion of the Midland Addition, Blocks 1 through 11, City of Bixby, Tulsa County, State of Oklahoma, are to be applied to this Economic Redevelopment Agreement upon satisfying the requirements of that Midland Addition, Blocks 1 through 11 Agreement.

(e) Company agrees to provide a certificate of assurance to City, verifying sufficient financial capability to achieve and complete the stated goal and purpose of this agreement.

(f) Company shall complete site development plan and site improvements, including demolition, site clearing, grading and subbase preparation for future use including public utilize parking and necessary design engineering equal to the value of the property to be conveyed by City.

(g) Construction of improvements shall be in substantial compliance with all applicable local, state, and federal requirements.

3. Consideration by the City.

(a) PUD. After entering into this agreement, the City shall, in cooperation with Company, submit and process at the City's own expense, through its Planning Commission and City Council, a PUD of the property to meet needs for the following uses (retail, hotel, restaurants, live entertainment, offices, alcohol sales, event center, commercial sales and/or community services), and uses consistent with CH zoning classification.

(b) Permitting. City shall, in cooperation with Company, submit and process at City's own expense, through its development services, all permits, and inspections of the property required to develop the property.

(c) Site Development. City, upon Company's completion of site development equal to the value of \$1,720,000 in the form of value assignment, deeds to the City for Public parking areas, site improvements to the property and public utilities, public improvements, and modification right of ways, shall convey title to Company.

(d) Conveyance of Title. Upon company's completion of improvements equal to the value of \$1,720,000, as described in 3.(c) above; and approval of the PUD by the City; the City shall simultaneously execute a special warranty deed to the Company, conveying title to the property as more particularly described on the attached Exhibit A. The conveyance shall be subject to the contract for sale between Bixby Public Schools and the City.

4. Construction Obligation. All improvements required pursuant to this agreement shall be completed by Company and submitted for inspection and acceptance by the City no later than December 31, 2025. This completion date may be extended by written agreement between the parties at any time prior to expiration date. If Company fails to complete the improvements by

December 31, 2025, or any later date agreed to in writing, the City may terminate this agreement by giving written notice to the Company and the City shall have no further obligation or liability to the Company.

5. Claw Out Provision. The parties hereto agree that the company shall meet all of the commitments as set forth herein or will be subject to liquidated damages and/or repayment or divestiture of any interest in real properties in accordance with this agreement. This provision includes return by general warranty deed the property (exhibit A) including any and all real property improvements and fixtures back to the City free of any and all claims, liens, and clouds on titles to the property.

6. Tax Increment Financing ("TIF"). The City has established a Tax Increment Financing District. City agrees that with the establishment of the TIF district, the City, upon receipt of ad valorem revenue shall dedicate a portion of such funds (based on the appraised value of the completed improvements) to Company. (exhibit C).

7. Miscellaneous.

(a) Each individual and entity executing this Agreement represents and warrants that they have the capacity set forth on the signature page(s), with full power and authority to bind the party on whose behalf they are executing this Agreement.

(b) This Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.

(c) Any waiver, modification, consent, or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound. No waiver by any party of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach.

(d) If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

(e) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

(f) Any communication, notice, or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by reputable and responsible overnight delivery service or by registered or certified mail, postage prepaid,

return receipt requested, addressed as follows:

To the City:

City of Bixby, Oklahoma
c/o City Manager
Post Office Box 70
116 West Needles Avenue
Bixby, Oklahoma 74008-0070
Telephone: (918) 366-4430
Facsimile: (918) 366-6373

To the Company:

RDC Bixby, LLC
Attn: Bart Boatright
116 S. 1st Street, Jenks, OK 74037
Telephone: (918) 706-5674
Facsimile: (918) 518-5014

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice, or demand shall be deemed to have been duly given or served on the date personally served if by personal service, one (1) business day after deposit with the overnight delivery service, or three (3) days after being placed in the U.S. Mail if mailed.

(h) The City and the Company agree to cooperate with each other and act in good faith and with fair dealing throughout the effective term of this Agreement. The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

(i) The making, execution, and delivery of this Agreement by the parties have not been induced by any representations, statements, warranties, or agreements other than those expressly set forth in this Agreement.

(j) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been included and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

(k) The language in all parts of this Agreement shall be in all cases construed simply according to its plain meaning and not strictly for or against any of the parties. This Agreement shall not be construed for or against either party on the basis of which party drafted the Agreement or any provision.

(l) Paragraph headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to "paragraphs" are to paragraphs of this Agreement, unless otherwise specifically provided.

(m) Neither this Agreement nor any of the rights or obligations of the parties hereunder shall be transferred or assigned by either party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld or delayed.

(n) Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not be deemed or construed to make the parties partners or joint venturers or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of the parties with respect to the obligations as set forth in this Agreement.

(o) It is expressly understood and agreed to by the parties that in the event of any disagreement or controversy between the parties, Oklahoma law shall be controlling. Venue for any legal proceedings shall be in any Tulsa County, in the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates reflected below.

Signature Page to Follow

"CITY"

THE CITY OF BIXBY, OKLAHOMA
municipal corporation

By: Jared Cottle
Jared Cottle, City Manager

Date: 11/13/23

"COMPANY"

RDC Bixby, LLC,
an Oklahoma limited liability company

By: Bart Boatright
Bart Boatright
Manager

Date: 11/16/23

Contract approved by the Bixby City Council on this 13th day of November, 2023.

By: B. Boatright
Mayor

ATTEST:
By: [Signature]
City Clerk



APPROVED AS TO FORM:

By: [Signature]
City Attorney

EXHIBIT A

Property

Legal descriptions in accordance with Exhibit B to be determined by survey.

Tract A – to City

Legal descriptions in accordance with Exhibit B to be determined by survey.

Tract B – to Company

Legal descriptions in accordance with Exhibit B to be determined by survey.

Tract C – to Company

Legal descriptions in accordance with Exhibit B to be determined by survey.

Tract D – to Company

Legal descriptions in accordance with Exhibit B to be determined by survey.

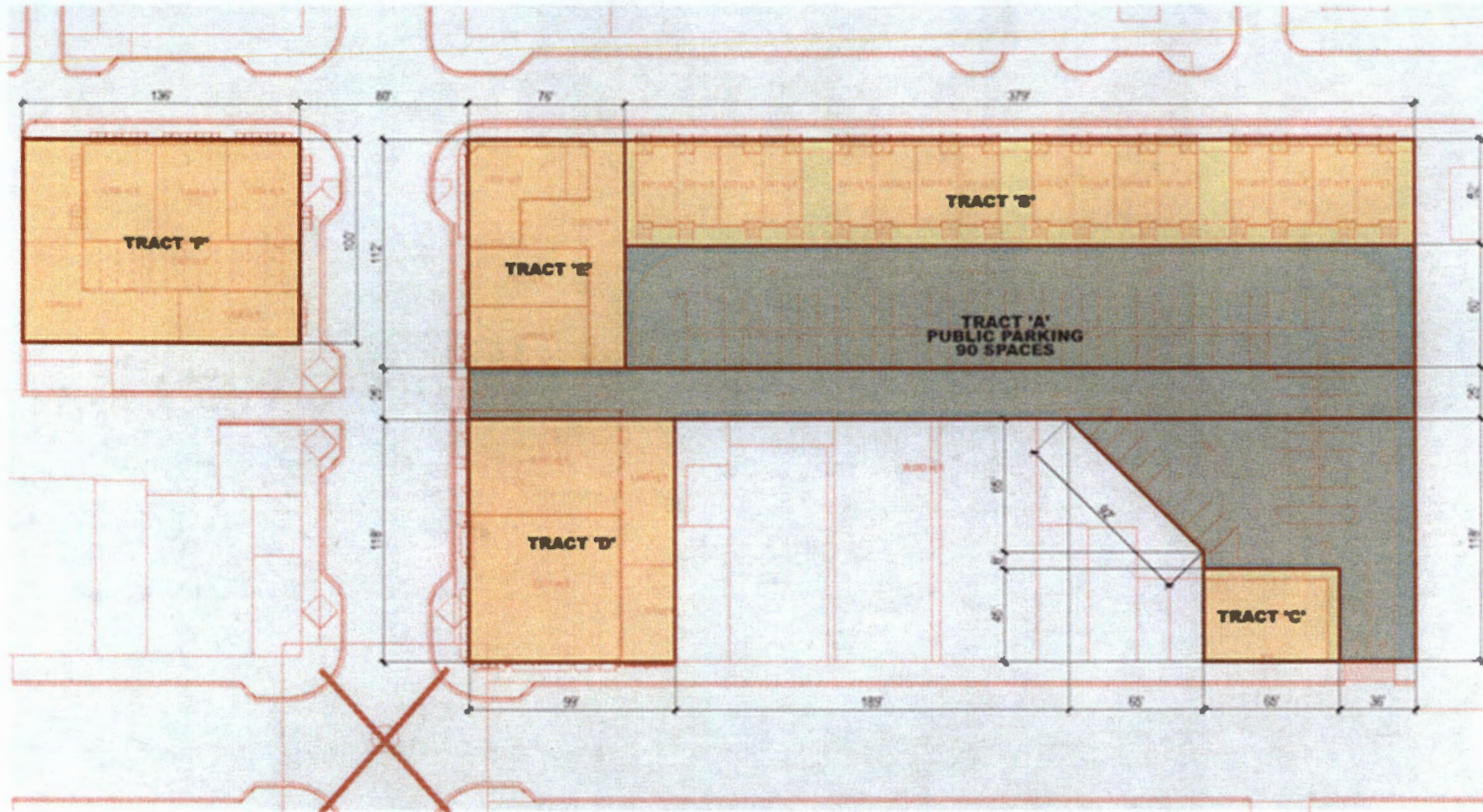
Tract E – to Company

Legal descriptions in accordance with Exhibit B to be determined by survey.

Tract F – to Company

Legal descriptions in accordance with Exhibit B to be determined by survey.

EXHIBIT B

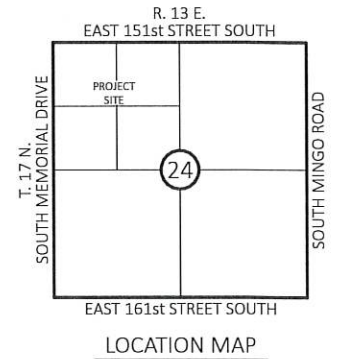
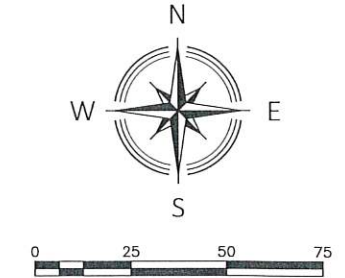


EXHIBIT

OF: A TRACT OF LAND BEING PART OF BLOCKS 18, 19, 20, PART OF THE VACATED
RAIL ROAD RIGHT OF WAY AND VACATED N. MONTGOMERY ST. IN MIDLAND
ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

GENERAL NOTES

- A. THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83, (1993).
- B. THE PROPERTY DESCRIBED HEREON CONTAINS 47,755.52 SQ.FT. OR 1.10 ACRES, MORE OR LESS.



LEGAL DESCRIPTION OF THE REAL PROPERTY

A TRACT OF LAND BEING PART OF BLOCKS 18, 19, 20, PART OF THE VACATED RAIL ROAD RIGHT OF WAY AND VACATED N. MONTGOMERY ST. IN MIDLAND 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 NORTHWEST CORNER OF SAID BLOCK 20; THENCE SOUTH 01°19'36" EAST ALONG THE WEST LINE OF SAID BLOCK 20, FOR A DISTANCE OF 112.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°27'59" EAST AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 76.00 FEET; THENCE NORTH 01°19'36" WEST AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 20, FOR A DISTANCE OF 60.00 FEET; THENCE NORTH 88°27'59" EAST AND PARALLEL WITH SAID NORTH LINE, FOR A DISTANCE OF 382.88 FEET TO A POINT ON THE EAST LINE OF LOT 13 IN SAID BLOCK 18; THENCE SOUTH 01°05'55" EAST AND ALONG SAID EAST LINE AND THE PROLONGATION THEREOF, FOR A DISTANCE OF 207.43 FEET; THENCE SOUTH 88°25'24" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 18, FOR A DISTANCE OF 36.00 FEET; THENCE NORTH 01°05'55" WEST AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 45.00 FEET; THENCE SOUTH 88°25'24" WEST AND PARALLEL WITH SAID SOUTH LINE, FOR A DISTANCE OF 65.00 FEET; THENCE NORTH 01°05'55" WEST AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 8.00 FEET; THENCE NORTH 47°50'32" WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID VACATED RAIL ROAD RIGHT OF WAY, FOR A DISTANCE OF 94.02 FEET; THENCE SOUTH 88°25'24" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 289.04 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 20; THENCE NORTH 01°19'36" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 29.77 FEET TO THE POINT OF BEGINNING.

SURVEYORS CERTIFICATE

I, NATHANIEL J. REED OF THE STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 29TH DAY OF FEBRUARY, 2024.



2001 South 114th East Avenue
Tulsa, Oklahoma 74128

HARDEN ASSOCIATES
SURVEYING AND MAPPING, PC

(918) 234-4859 Office
(918) 437-5551 Fax

REVISIONS	BY	DATE	Certificate of Authorization No. 4656 Expires June 30, 2017		
			EXHIBIT		
			Drawn By: JLN	Checked By: NJR	Proj. No.: 231050
			Date: 02/29/2024	Scale: 1"=50'	Page 62 of 119

SYMBOL LEGEND

POB- POINT OF BEGINNING
POC- POINT OF COMMENCEMENT



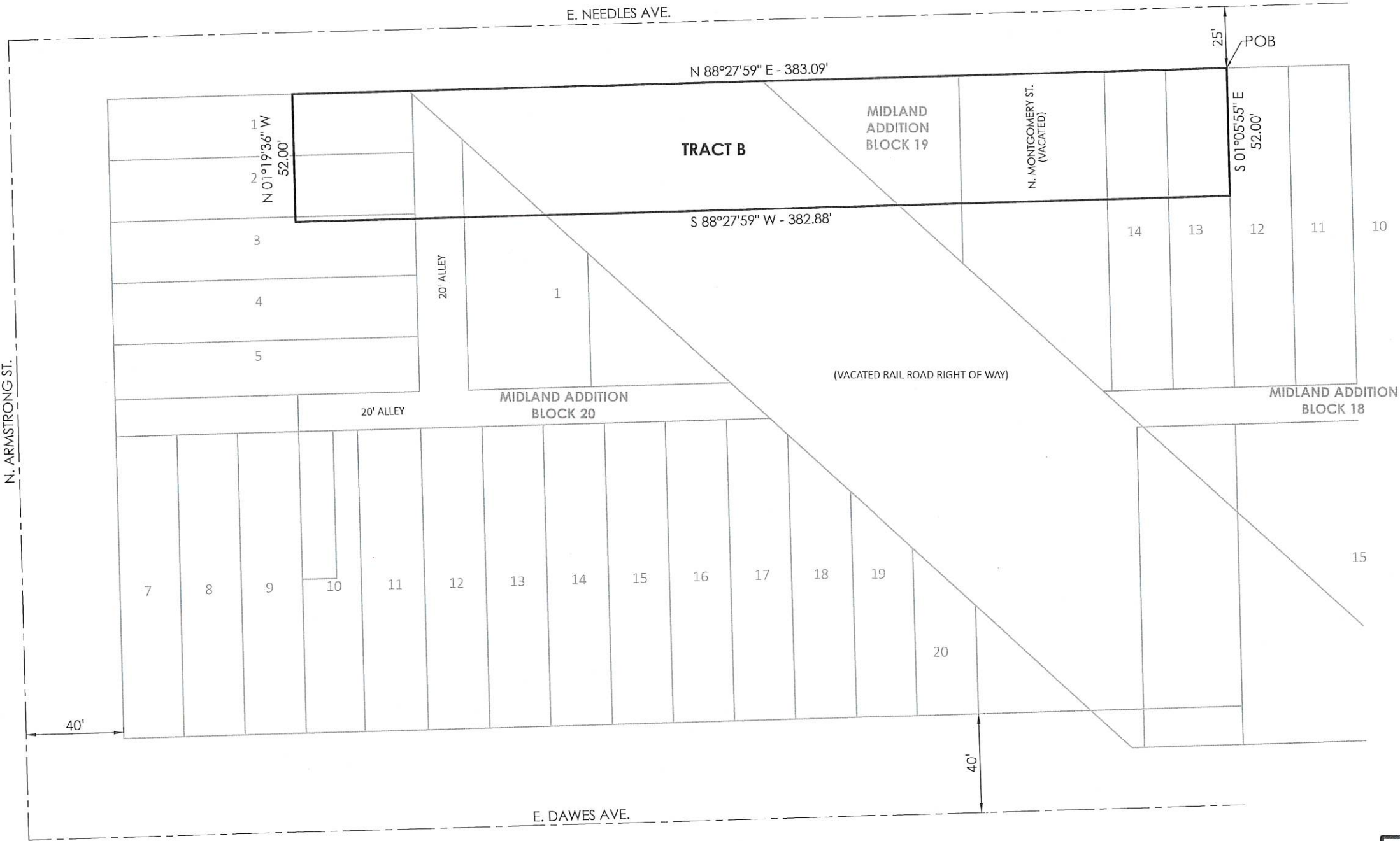
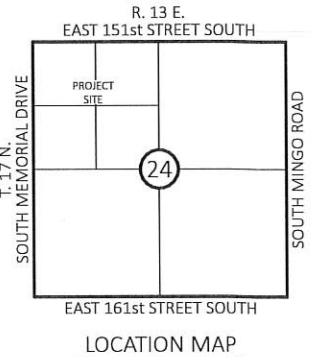
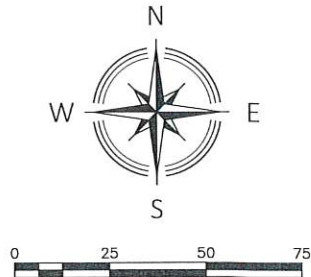
48 HOURS BEFORE YOU DIG...CALL OKIE
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Oklahoma One-Call System, Inc.

EXHIBIT

OF: A TRACT OF LAND BEING PART OF BLOCKS 18, 19, 20, PART OF THE VACATED RAIL ROAD RIGHT OF WAY AND VACATED N. MONTGOMERY ST. IN MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

GENERAL NOTES

- A. THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83, (1993).
- B. THE PROPERTY DESCRIBED HEREON CONTAINS 19,915.13 SQ.FT. OR 0.46 ACRES, MORE OR LESS.



LEGAL DESCRIPTION OF THE REAL PROPERTY

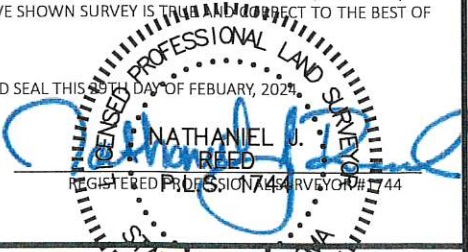
A TRACT OF LAND BEING PART OF BLOCKS 18, 19, 20, PART OF THE VACATED RAIL ROAD RIGHT OF WAY AND VACATED N. MONTGOMERY ST. IN MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 13 IN SAID BLOCK 18; THENCE SOUTH 01°05'55" EAST AND ALONG THE EAST LINE OF SAID LOT 13, FOR A DISTANCE OF 52.00 FEET; THENCE SOUTH 88°27'59" WEST AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 18, FOR A DISTANCE OF 382.88 FEET; THENCE NORTH 01°19'36" WEST AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 20, FOR A DISTANCE OF 52.00 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 20; THENCE NORTH 88°27'59" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 383.09 FEET TO THE POINT OF BEGINNING.

SURVEYORS CERTIFICATE

I, NATHANIEL J. REED OF THE STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 29th DAY OF FEBRUARY, 2024.



SYMBOL LEGEND

POB- POINT OF BEGINNING
POC- POINT OF COMMENCEMENT



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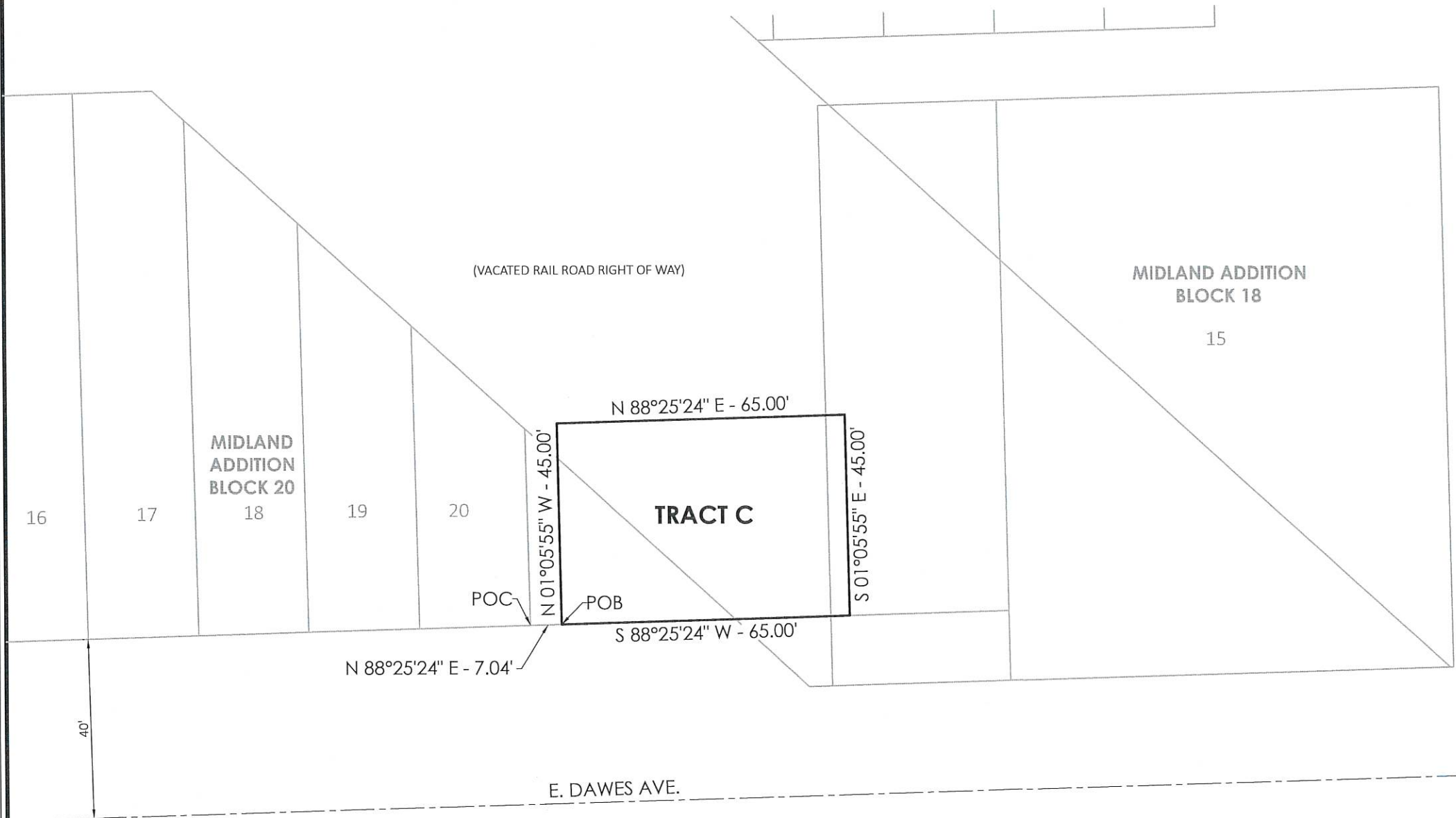
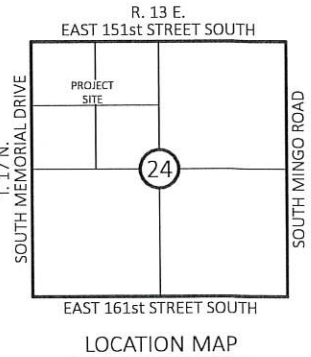
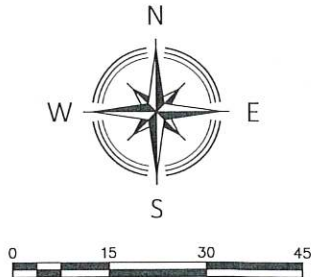
2001 South 114th East Avenue Tulsa, Oklahoma 74128		HARDEN ASSOCIATES SURVEYING AND MAPPING, PC		(918) 234-4859 Office (918) 437-5551 Fax	
REVISIONS	BY	DATE	Certificate of Authorization No. 4656 Expires June 30, 2017		
			EXHIBIT		
Drawn By: JLN		Checked By: NJR	Proj. No.: 231050		
Date: 02/29/2024		Scale: 1"=50'	Page 63 of 119		

EXHIBIT

OF: A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER (NW4) OF SECTION TWENTY-FOUR (24), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, PART OF THE VACATED RAIL ROAD RIGHT OF WAY AND N. MONTGOMERY ST., TULSA COUNTY, STATE OF OKLAHOMA

GENERAL NOTES

- A. THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83, (1993).
- B. THE PROPERTY DESCRIBED HEREON CONTAINS 2,925.00 SQ.FT. OR 0.07 ACRES, MORE OR LESS.



LEGAL DESCRIPTION OF THE REAL PROPERTY

A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER (NW4) OF SECTION TWENTY-FOUR (24), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, PART OF THE VACATED RAIL ROAD RIGHT OF WAY AND N. MONTGOMERY ST., TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF LOT 20, BLOCK 20, MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA; THENCE NORTH 88°25'24" EAST A PROLONGATION OF THE SOUTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 7.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°05'55" WEST AND PARALLEL WITH THE WEST LINE OF BLOCK 18, MIDLAND ADDITION, FOR A DISTANCE OF 45.00 FEET; THENCE NORTH 88°25'24" EAST AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 65.00 FEET; THENCE SOUTH 01°05'55" EAST AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 18, FOR A DISTANCE OF 45.00 FEET; THENCE SOUTH 88°25'24" WEST AND ALONG A PROLONGATION OF THE SOUTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING.

SURVEYORS CERTIFICATE

I, NATHANIEL J. REED OF THE STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 29TH DAY OF FEBRUARY, 2024.



SYMBOL LEGEND

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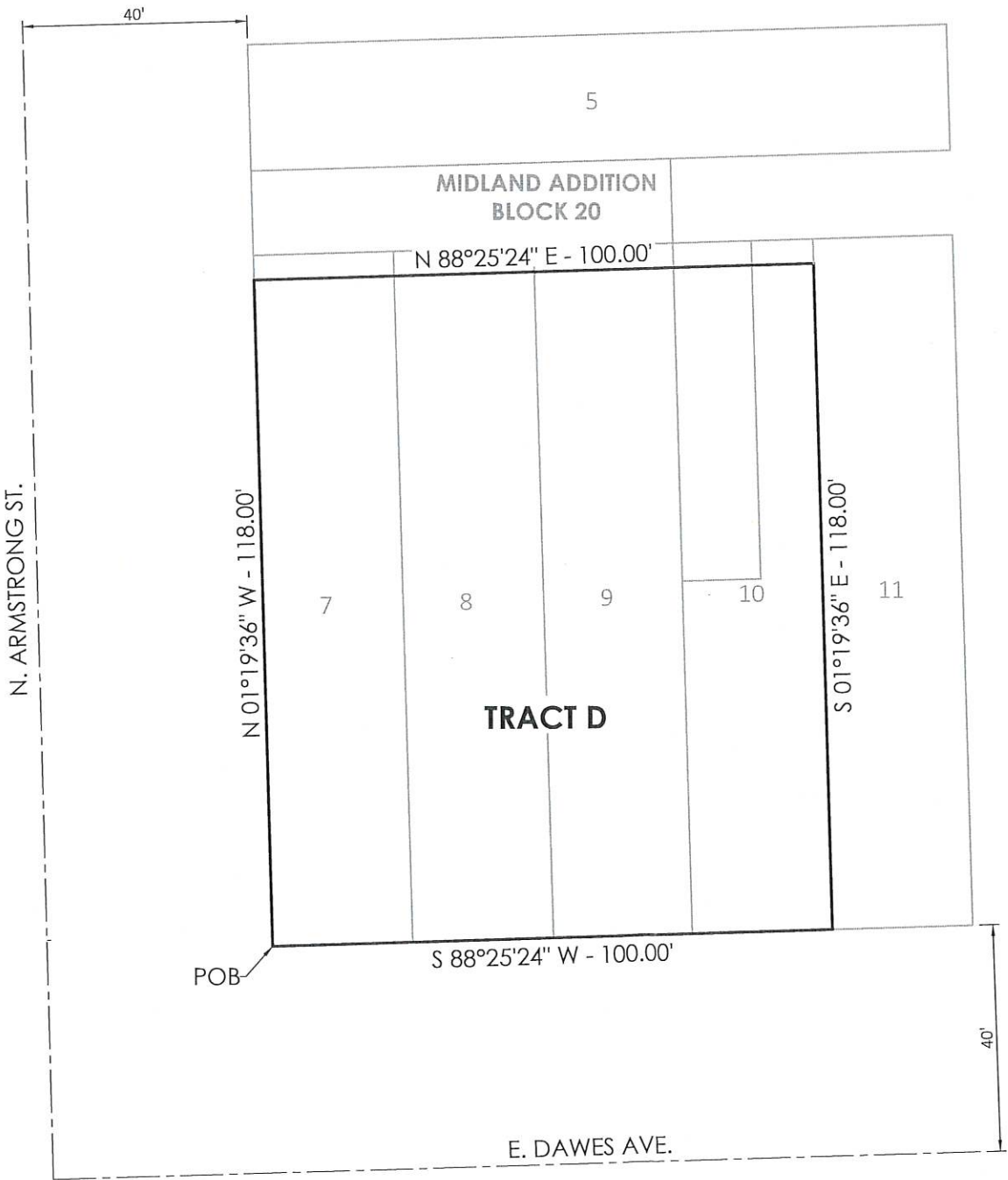
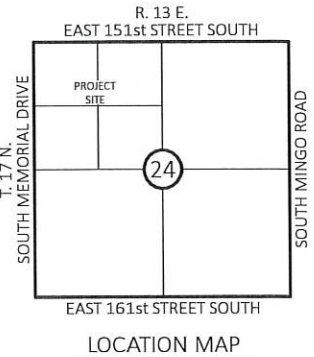
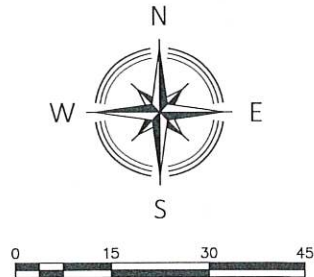
2001 South 114th East Avenue Tulsa, Oklahoma 74128		HARDEN ASSOCIATES SURVEYING AND MAPPING, PC		(918) 234-4859 Office (918) 437-5551 Fax	
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Drawn By: JLN		Checked By: NJR		Proj. No.: 231050	
Date: 02/29/2024		Scale: 1"=30'		Page 64 of 119	

EXHIBIT

OF: A TRACT OF LAND BEING PART OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK TWENTY (20), MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

GENERAL NOTES

- A. THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83, (1993).
- B. THE PROPERTY DESCRIBED HEREON CONTAINS 11,800 SQ.FT. OR 0.27 ACRES, MORE OR LESS.



LEGAL DESCRIPTION OF THE REAL PROPERTY

A TRACT OF LAND BEING PART LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK TWENTY (20), MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 01°19'36" WEST AND ALONG THE WEST LINE OF SAID LOT 7, FOR A DISTANCE OF 118.00 FEET; THENCE NORTH 88°25'24" EAST AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 10; THENCE SOUTH 01°19'36" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 118.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 88°25'24" WEST AND ALONG THE SOUTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SURVEYORS CERTIFICATE

I, NATHANIEL J. REED OF THE STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 29TH DAY OF FEBRUARY, 2024



SYMBOL LEGEND

POB- POINT OF BEGINNING
POC- POINT OF COMMENCEMENT



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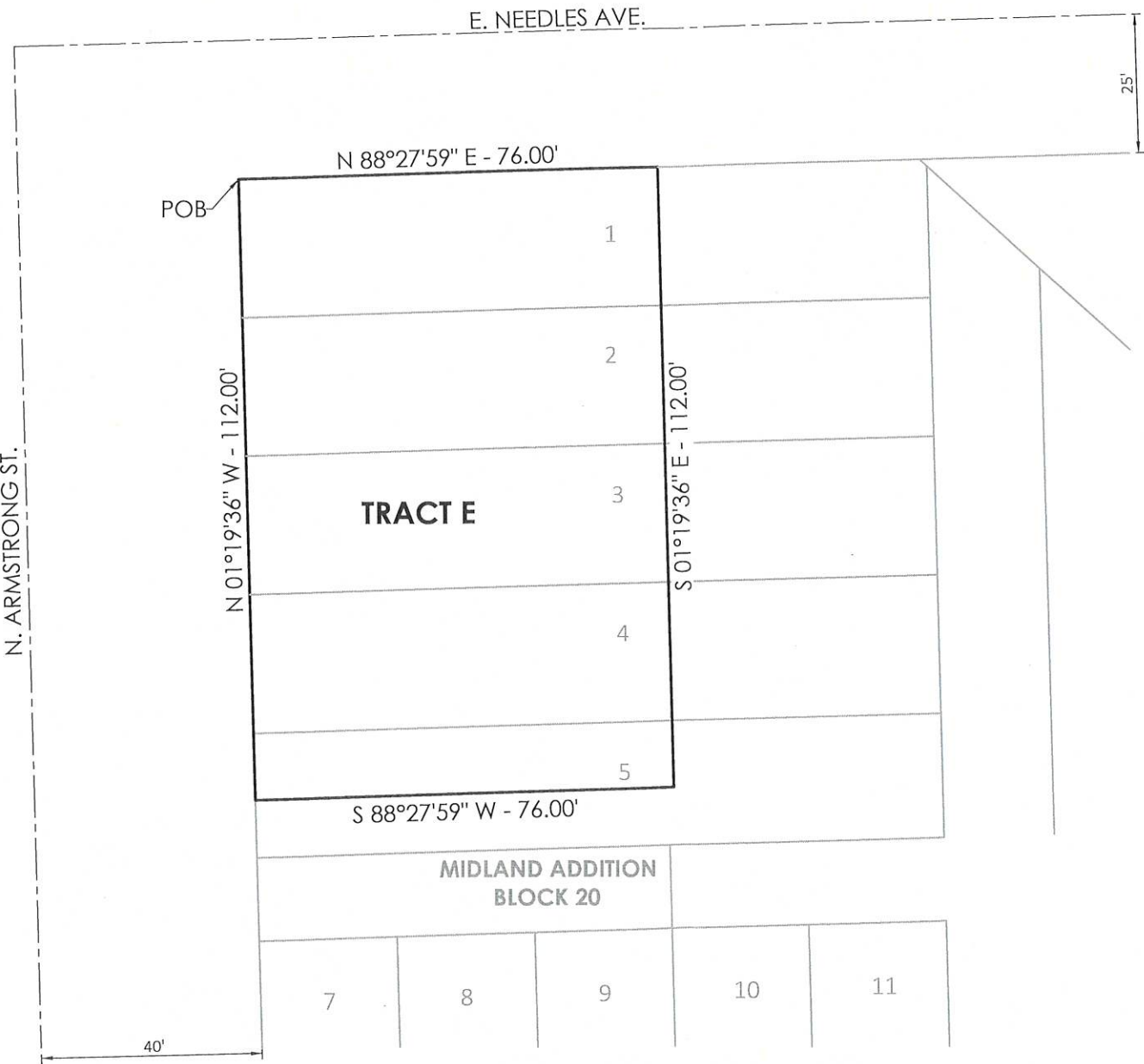
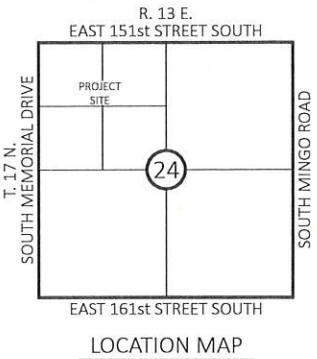
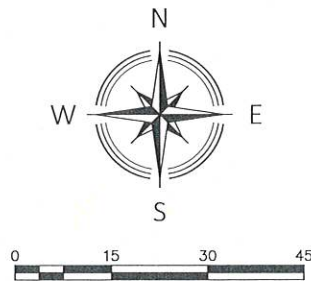
2001 South 114th East Avenue Tulsa, Oklahoma 74128			HARDEN ASSOCIATES SURVEYING AND MAPPING, PC		(918) 234-4859 Office (918) 437-5551 Fax
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			EXHIBIT		
			Drawn By: JLN	Checked By: NJR	Proj. No.: 231050
			Date: 02/29/2024	Scale: 1"=30'	Page 65 of 119

EXHIBIT

OF: A TRACT OF LAND BEING PART OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5), BLOCK TWENTY (20), MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

GENERAL NOTES

- A. THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83, (1993).
- B. THE PROPERTY DESCRIBED HEREON CONTAINS 8,512.00 SQ.FT. OR 0.20 ACRES, MORE OR LESS.



LEGAL DESCRIPTION OF THE REAL PROPERTY

A TRACT OF LAND BEING PART LOTS ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5), BLOCK TWENTY (20), MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°27'59" EAST AND ALONG THE NORTH LINE OF SAID BLOCK 20; THENCE SOUTH 01°19'36" EAST AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 20, FOR A DISTANCE OF 112.00 FEET; THENCE SOUTH 88°27'59" WEST AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 20, FOR A DISTANCE OF 76.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 20; THENCE NORTH 01°19'36" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 112.00 FEET TO THE POINT OF BEGINNING.

SURVEYORS CERTIFICATE

I, NATHANIEL J. REED OF THE STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 9TH DAY OF FEBRUARY, 2024.



SYMBOL LEGEND

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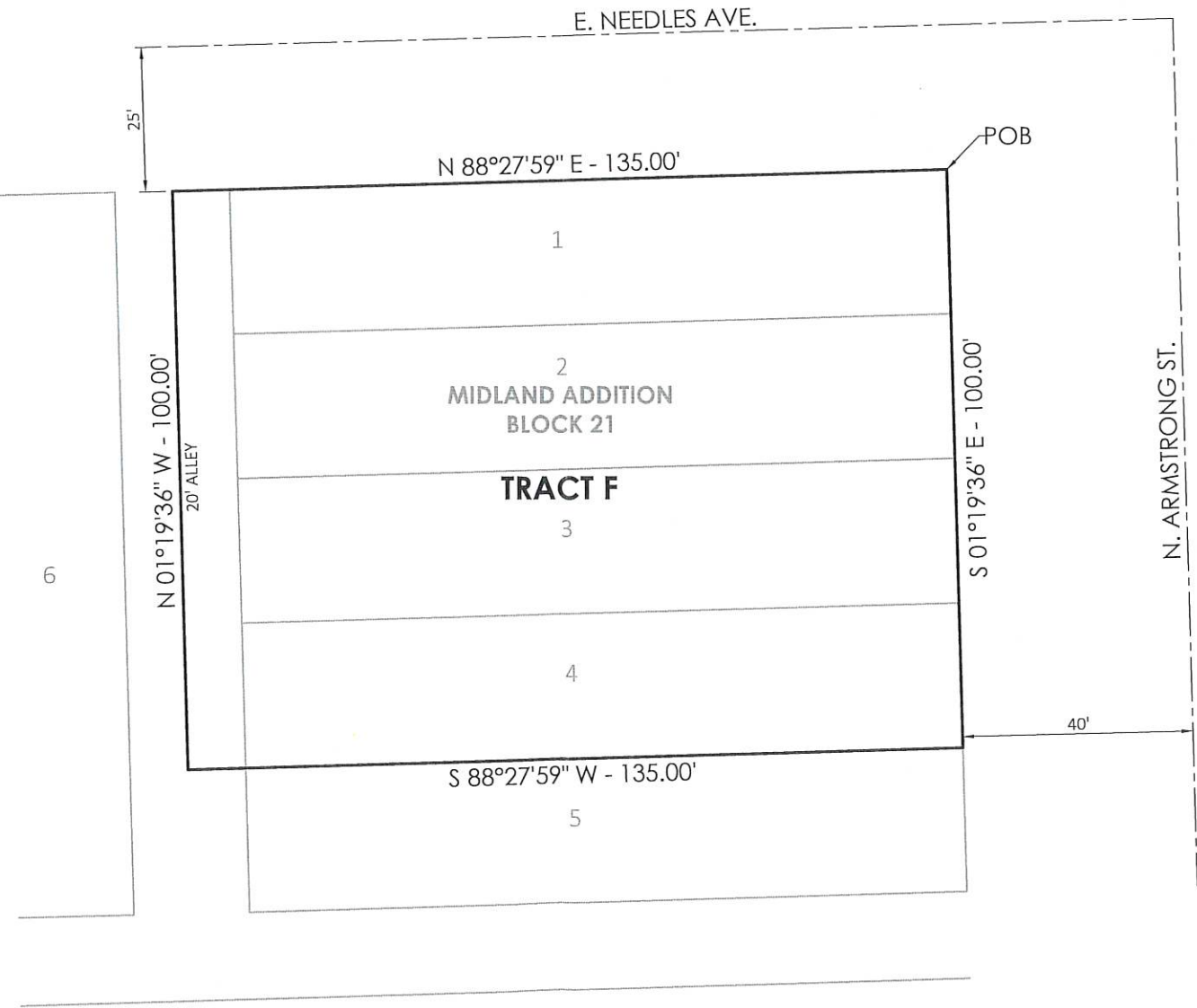
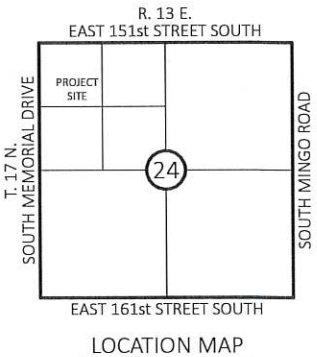
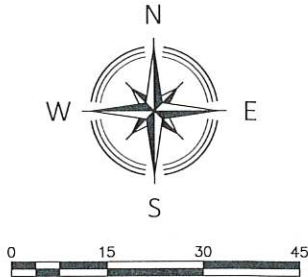
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Drawn By: JLN			Checked By: NJR		Proj. No.: 231050
Date: 02/29/2024			Scale: 1"=30'		Page 66 of 119

EXHIBIT

OF: A PART OF LOTS 1-4 AND THE EAST 10 FEET OF ADJACENT ALLEY, BLOCK 21,
MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

GENERAL NOTES

- A. THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83, (1993).
- B. THE PROPERTY DESCRIBED HEREON CONTAINS 13,500.09 SQ.FT. OR 0.31 ACRES, MORE OR LESS.



LEGAL DESCRIPTION OF THE REAL PROPERTY

A TRACT OF LAND BEING PART OF LOTS 1-4, AND THE EAST 10 FEET OF THE ADJACENT ALLEY, BLOCK 21, MIDLAND ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 21; THENCE SOUTH 01°19'36" EAST AND ALONG THE EAST LINE OF SAID BLOCK 21, FOR DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 88°27'59" WEST AND ALONG THE SOUTH LINE OF SAID LOT 4 AND A PROLONGATION THEREOF, FOR A DISTANCE OF 135.00 FEET TO THE CENTER OF AN EXISTING 20 FOOT WIDE ALLEY; THENCE NORTH 01°19'36" WEST AND ALONG SAID ALLEY CENTER LINE BEING PARALLEL WITH THE EAST LINE OF SAID BLOCK 21, FOR A DISTANCE OF 100.00 FEET TO A POINT ON NORTH LINE OF SAID BLOCK 21; THENCE NORTH 88°27'59" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

SURVEYORS CERTIFICATE

I, NATHANIEL J. REED OF THE STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 29th DAY OF FEBRUARY, 2024



SYMBOL LEGEND

POB- POINT OF BEGINNING
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Drawn By: JLN		Checked By: NJR		Proj. No.: 231050	
Date: 02/29/2024		Scale: 1"=30'		Page 67 of 119	



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: Joey Wiedel, Development Services Director
Gwen Plante, Assistant City Planner

Date: Monday, August 19, 2024

Name: Spartan Square

RE: Planned Unit Development Major Amendment No.1 (BXPUD 22.02 MA.01)

Location: Block 10, Lots 1 through 14, and all of Block 5 of the Midland Addition, bounded by North Cabaniss Avenue to the West and West Needles Avenue to the South. Approximately 3.16-acres

STR: Section 24, Township 17N, Range 13E

Applicant: Josh McFarland, Red Dog Construction

Request:

The applicant is requesting review and approval of the Planned Unit Development Major Amendment No. 01 (BXPUD -22.02 MA.01) with no change to the current zoning of Commercial High Density (CH) and Industrial Light (IL). The request to approve this amendment to the existing PUD, is in response to City acceptance of the Amended Real Estate Purchase and Economic Redevelopment Agreement for this area.

Description:

The applicant aims to transform the site into a multi-use complex. It will include commercial offices, restaurants, retail spaces, and additional parking to meet various business needs in the Downtown Bixby area. Additionally, the project will involve the construction of a hotel and the renovation of the former community center into a conference center.

Existing Zoning:
Commercial High Density (CH)
Industrial Light (IL)

Abutting Zoning:

North	Industrial Light (IL), Commercial General (CG), Industrial Medium Density (IM)
South	Commercial High Density (CH)
East	Commercial High Density (CH), Industrial Light (IL)
West	Commercial High Density (CH)

Figure 1: City of Bixby Zoning Map

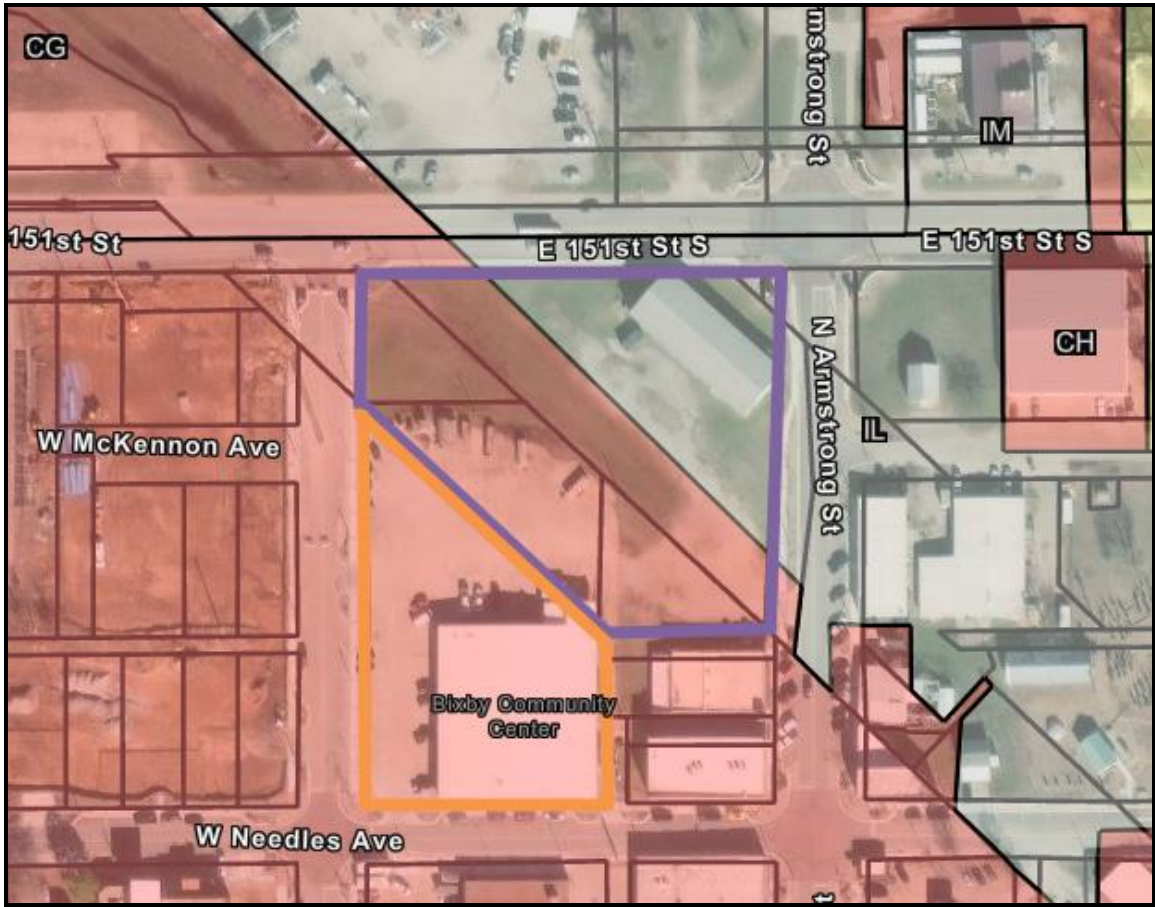
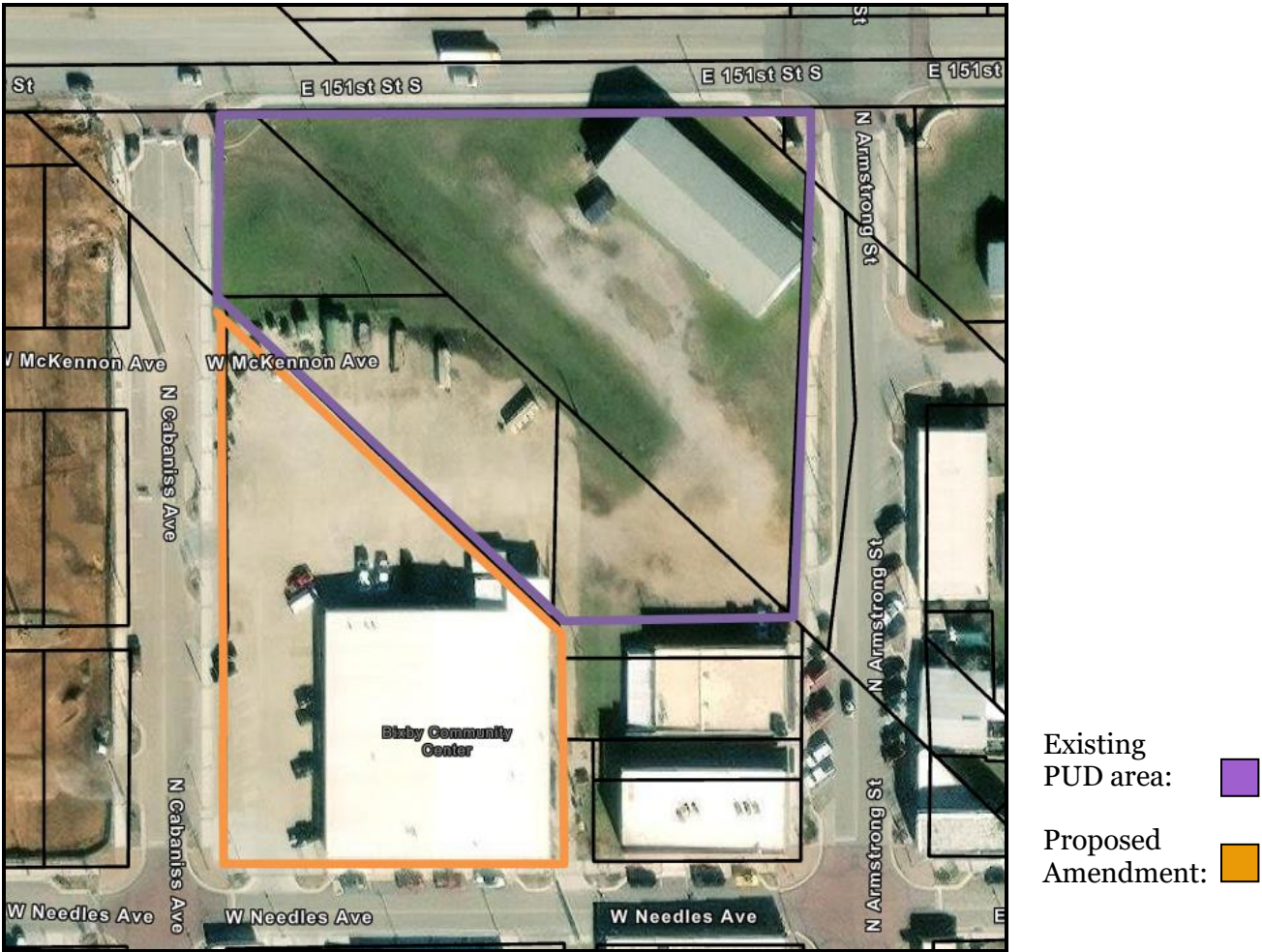


Figure 2: Aerial of Proposed Major Amendment No. 1



Proposed Zoning:

No change to zoning, requesting supplemental zoning Planned Unit Development (PUD) Major Amendment No. 1.

Legal Description:

Block 10, Lots 1 through 14, and all of Block 5 of the Midland Addition.

Comprehensive Plan:

The proposed PUD Major Amendment No. 1 aligns with the Comprehensive Land Use map. The Comprehensive Land Use map indicates this location to be a Mixed Use designation.

Site Stats:

Acres: 3.16 +/-	Max Bldg Height: 70 ft
--------------------	---------------------------

Permitted Uses:

Use Unit 10	Off Street Parking Areas
Use Unit 11	Office and Studios
Use Unit 12	Entertainment /Eating Establishments
Use Unit 13	Convenience Goods and Services
Use Unit 14	Shopping Goods and Services
Use Unit 19	Hotel, Motel and Recreation Facilities

Utilities/Site Area:

Water: Existing 12” and 6” water lines

Sanitary Sewer: Existing City sanitary sewer

Storm Sewer: Existing storm sewer lines

Engineering Comments:

None

Public Comments:

None were received at the time of writing

Staff Comments:

Staff has reviewed the submittals for PUD Major Amendment No.1 and the Economic Redevelopment Agreement. As per the PUD booklet and the requirements within the agreement, the following information is provided:

The proposed building form will adhere to the design standards and criteria established within the Bixby Downtown Overlay District and will comply with the associated standards, except for the following modifications:

Staff Comments Continued:

- Distance between entries is not applicable.
- Rear setback is zero feet.
- All pole-mounted and building-mounted lighting will be oriented to minimize light leaving the development.
- All lights shall face downward and away from the boundary of the development.
- The mounting height of each pole fixture shall not exceed 25 feet.
- A maximum light level of 0.5-foot candles shall be maintained at the perimeter of the PUD boundary.

A portion of the existing Community Center building owned by the City of Bixby will be removed to accommodate room for the new hotel. 232 parking spaces will be open to the general public to serve the needs of the proposed conference center, hotel site, and commercial pad sites.

Proposed landscaping shall follow the design standards and criteria established in the City of Bixby Chapter 12 Landscape Requirements. The original approved PUD stated that should the development not allow for these standards to be met, the Spartan Entertainment Plaza project proposes planting the required number of trees per City guidance and approval, prior to occupancy.

Figures:

Figure 1: Bixby Zoning Map

Figure 2: Aerial of Proposed Major Amendment No. 1

Attachments:

Exhibit A: ALTA Land Title Survey

Exhibit B: Site Plan with Elevations

Exhibit C: PUD Major Amendment No. 1 Booklet for Spartan Square

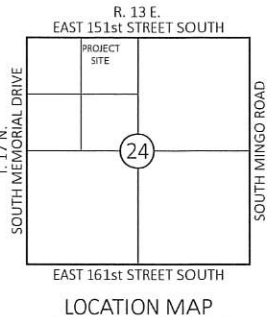
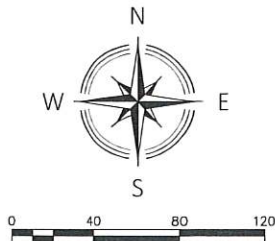
Exhibit D: Real Estate Purchase and Economic and Redevelopment Agreements

GENERAL NOTES

- A. THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83 (1993).
- B. THE PROPERTY DESCRIBED HEREON CONTAINS 137,740.73 SQ.FT. OR 3.16 ACRES, MORE OR LESS.
- C. THERE ARE 27 MARKED PARKING SPACES AND 2 MARKED HANDICAP SPACES ON THE PROPERTY DESCRIBED HEREON.
- D. THE PROPERTY DESCRIBED HEREON IS LOCATED IN FLOOD ZONE "X-SHADED", AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 400207 0434L, EFFECTIVE DATE: OCTOBER 16, 2012.

ALTA/NSPS LAND TITLE SURVEY

OF: LOTS 1 THRU 14, BLOCK 10 AND ALL OF BLOCK 5 AND VACATED ALLEY'S ADJACENT THERETO AND VACATED MCKENNON AVENUE, MIDLAND ADDITION TO BIXBY, TULSA COUNTY STATE OF OKLAHOMA



LEGAL DESCRIPTION OF THE REAL PROPERTY

LOTS 1 THRU 14, BLOCK 10 AND ALL OF BLOCK 5 AND VACATED ALLEY'S ADJACENT THERETO AND VACATED MCKENNON AVENUE, AND VACATED RAILROAD RIGHT OF WAY ALL IN MIDLAND ADDITION TO BIXBY, TULSA COUNTY STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

CERTIFICATE

WE, HARDEN & ASSOCIATES SURVEYING AND MAPPING, PC, DO HEREBY CERTIFY TO THE PARTIES SET FORTH ABOVE THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(A), 8, 9 AND 11 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 12, 2024. ADDITIONALLY, THIS MAP OR PLAT MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

WITNESS MY HAND AND SEAL THIS 16th DAY OF FEBRUARY, 2024.

HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC

BY: 
NATHANIEL E. REED, CK PL#17154
STATE OF OKLAHOMA

5807 SOUTH GARNETT ROAD, SUITE K TULSA, OKLAHOMA 74146				HARDEN & ASSOCIATES SURVEYING AND MAPPING, PC		(918) 234-4859 OFFICE (918) 893-5552 FAX	
REVISIONS		BY	DATE	CERTIFICATE OF AUTHORIZATION NO. 4656		EXPIRES JUNE 30, 2025	
				ALTA/NSPS LAND TITLE SURVEY			
DRAWN BY: JLN				CHECKED BY: NJR		PROJ. NO.: 231050	
DATE: 02/15/2024				SCALE: 1"=40'		SHEET 1 OF 1	

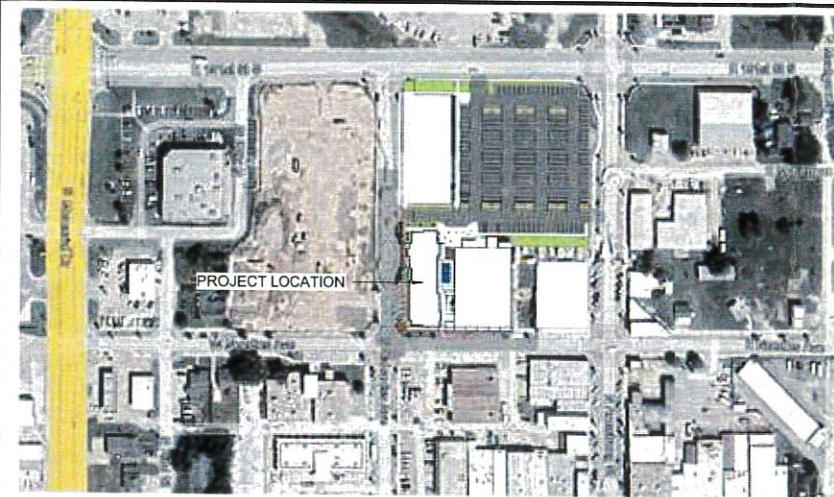
SYMBOL LEGEND			
	AIR CONDITIONING UNIT		POWER POLE
	ELECTRIC BOX		ROOF DRAIN
	ELECTRIC METER		SIGN (ALL TYPES)
	ELECTRIC OUTLET		SANITARY SEWER MANHOLE
	FIRE HYDRANT		SPRINKLER HEAD
	GAS METER		STORM SEWER AREA INLET
	GAS SERVICE		STORM SEWER INLET (DOUBLE)
	GAS VALVE		STORM SEWER INLET (MULTIPLE)
	GATE POST		STORM SEWER MANHOLE
	GUARD POST		TELEPHONE PEDESTAL
	HANDICAP PARKING		UNDERGROUND UTILITY MARKER
	IRRIGATION CONTROL VALVE		UTILITY VAULT (ALL TYPES)
	LIGHT POLE (ALL TYPES)		VENT PIPE
			WATER METER
			WATER VALVE
	DECIDUOUS TREE (ALL TYPES)		BUSH (ALL TYPES)
	GAS LINE PAINT MARKS		SANITARY SEWER LINE
	OVERHEAD UTILITY		STORM SEWER LINE
	CABLE LINE PAINT MARKS		ELECTRIC LINE PAINT MARKS
	TELEPHONE LINE PAINT MARKS		WATER LINE (APPROXIMATE LOCATION)
	BENCH MARK		SURVEY CONTROL POINT FOUND
	SURVEY CONTROL POINT SET		GAS LINE FLAG
	CHISELED "Y" SET		CHISELED "X" SET
	IRON PIN FOUND w/CAP		IRON PIN SET w/CAP
	REINFORCED CONCRETE BOX		REINFORCED CONCRETE PIPE
	FINISHED FLOOR		FRENCH DRAIN



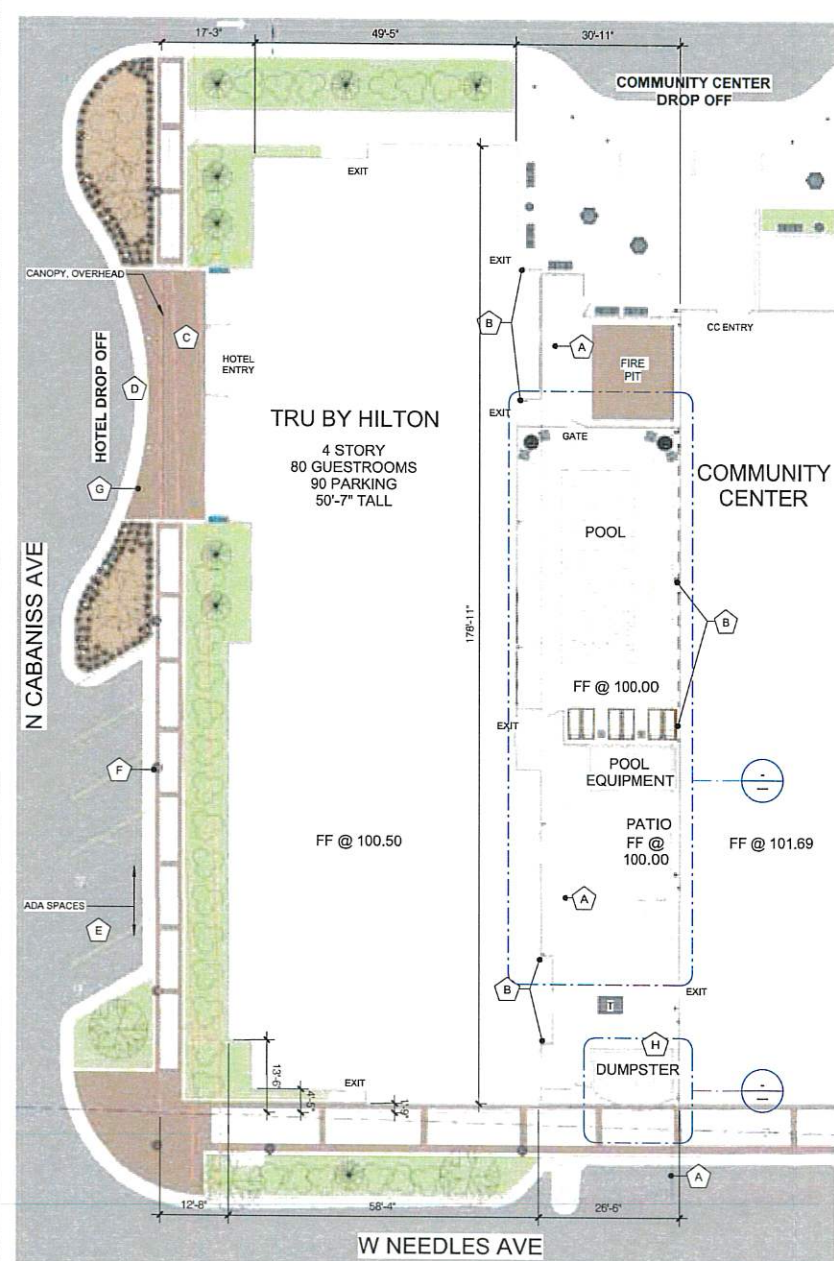
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1 OVERALL SITE PLAN
SCALE: 1" = 30'-0"



3 AREA MAP
SCALE: 1" = 160'-0"



2 ENLARGED SITE PLAN
SCALE: 1/16" = 1'-0"

Site Plan Notes	
Note Number	Note Text
A	UNDERGROUND COLLECTOR DRAIN
B	DOWNSPOUT TO UNDERGROUND COLLECTOR DRAIN, TYP.
C	MAX 1% SLOPE AWAY FROM BLDG
D	NO CURB AT DROPOFF
E	ADA SPACES TO BE RAISED UP TO CURB LEVEL, TO HAVE TIRESTOP & SIGNAGE, TYPICAL
F	STREET LIGHT, MATCH EXISTING
G	LIGHTED BOLLARD, PROVIDE POWER
H	MASONRY WALL WITH DECORATIVE METAL GATE



THESE DRAWINGS ARE INTENDED FOR REVIEW AND PERMITTING. DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT ARCHITECT'S AND ENGINEER'S SIGNATURE AND THEIR DATE OF ISSUE FOR CONSTRUCTION.



9726 E. 42nd St. SUITE 153
TULSA, OK 74146
918.640.680
@JNSANFORD@AOL.COM

Copyright 2024 John Sanford

JOHN SANFORD, AIA,
NCARB
OKLAHOMA LICENSE # 2773



John Sanford
07-01-2024

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

REVIEW SET

TRU BY HILTON - DOWNTOWN BIXBY
W NEEDLES AVE & N CABANISS ST
BIXBY, OKLAHOMA

240024
7/1/2024 11:46:45 AM

No.	Description	Date

SHEET
A100
SITE PLAN

MAJOR AMENDMENT No. 1

**PLANNED UNIT DEVELOPMENT
BXPUD22.02 MA.01**

STATEMENT FOR:

Spartan Square

BIXBY, OKLAHOMA

OWNER/DEVELOPER:

[RDC BIXBY LLC]

[116 S 1st Street Jenks, OK 74037]

[918-706-6787]

[jmcfarland@reddogconstruction.com]

OF: LOTS 1 THRU 14, BLOCK 10 AND ALL OF BLOCK 5 AND VACATED ALLEY'S
ADJACENT THERETO AND VACATED MCKENNON AVENUE, MIDLAND ADDITION TO
BIXBY, TULSA COUNTY STATE OF OKLAHOMA

- A. THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OJULIANA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83 (1993).
- B. THE PROPERTY DESCRIBED HEREON CONTAINS 337,740.73 SQ. FT. OR 3.16 ACRES, MORE OR LESS.
- C. THERE ARE 27 MARKED PARKING SPACES AND 2 MARKED HANDICAP SPACES ON THE PROPERTY DESCRIBED HEREON.
- D. THE PROPERTY DESCRIBED HEREON IS LOCATED IN FLOOD ZONE "X-SHANNED", AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 40-0207 0434, EFFECTIVE DATE: OCTOBER 16, 2012.



LOTS 1 THRU 14, BLOCK 10 AND ALL OF BLOCK 5 AND VACATED ALLEY'S ADJACENT THERETO AND VACATED MCKENNON AVENUE, AND VACATED RAILROAD RIGHT OF WAY ALL IN MIDLAND ADDITION TO BIXBY, TULSA COUNTY STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

WE, HADEN & ASSOCIATES SURVEYING AND MAPPING, P.C. DO HEREBY CERTIFY TO THE PARTIES SET FORTH ABOVE THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/PLATS, LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(A), 8, 9, AND 11 OF TABLE A, THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 12, 2024. ADDITIONALLY, THIS MAP OR PLAT MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

HARDEN & ASSOCIATES

HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC

BY:



**HARDEN &
ASSOCIATES**
SURVEYING AND MAPPING, PC

(918) 234-4859 OFFICE
(918) 893-5552 FAX

EXPIRES JUNE 30, 2025

RESUME

17A1007

PROJ. NO.	231050
SHEET 1 OF 1	

48 HOURS BEFORE YOU DIG...CALL ONE
1-800-522-6543
Dialburg One-Call System, Inc.

Planned Unit Development

INTRODUCTION:

1. The Title of the Planned Unit Development:

Spartan Square

2. The Owner/Developer:

[RDC BIXBY LLC]

[116 S 1st street Jenks, OK 74037]

[918-706-6787]

[jmcfarland@reddogconstruction.com]

3. General Location of the Planned Unit Development:

The development is on one block located in downtown Bixby, between N Cabaniss Ave and N Armstrong Street and W Needles Ave and E 151th St S. Existing 1.6 acre PUD on northeast corner to remain.

4. A brief description of the Planned Unit Development concept:

The project plans to develop the site into a multi-use complex (hotel, commercial office, and restaurants, and retail). The goal is to provide a hotel and to renovate the former community center for use as a conference center as well as construct new structures and parking for mixed commercial uses in the Downtown Bixby area.

The majority of the property is currently zoned CH. The northeast corner of the property is zoned IL. The proposed development is within the city limits, so all standards for renovations will be met. This property lies within the Downtown Overlay Districts and will comply with the associated standards except where modified in the general provisions section below.

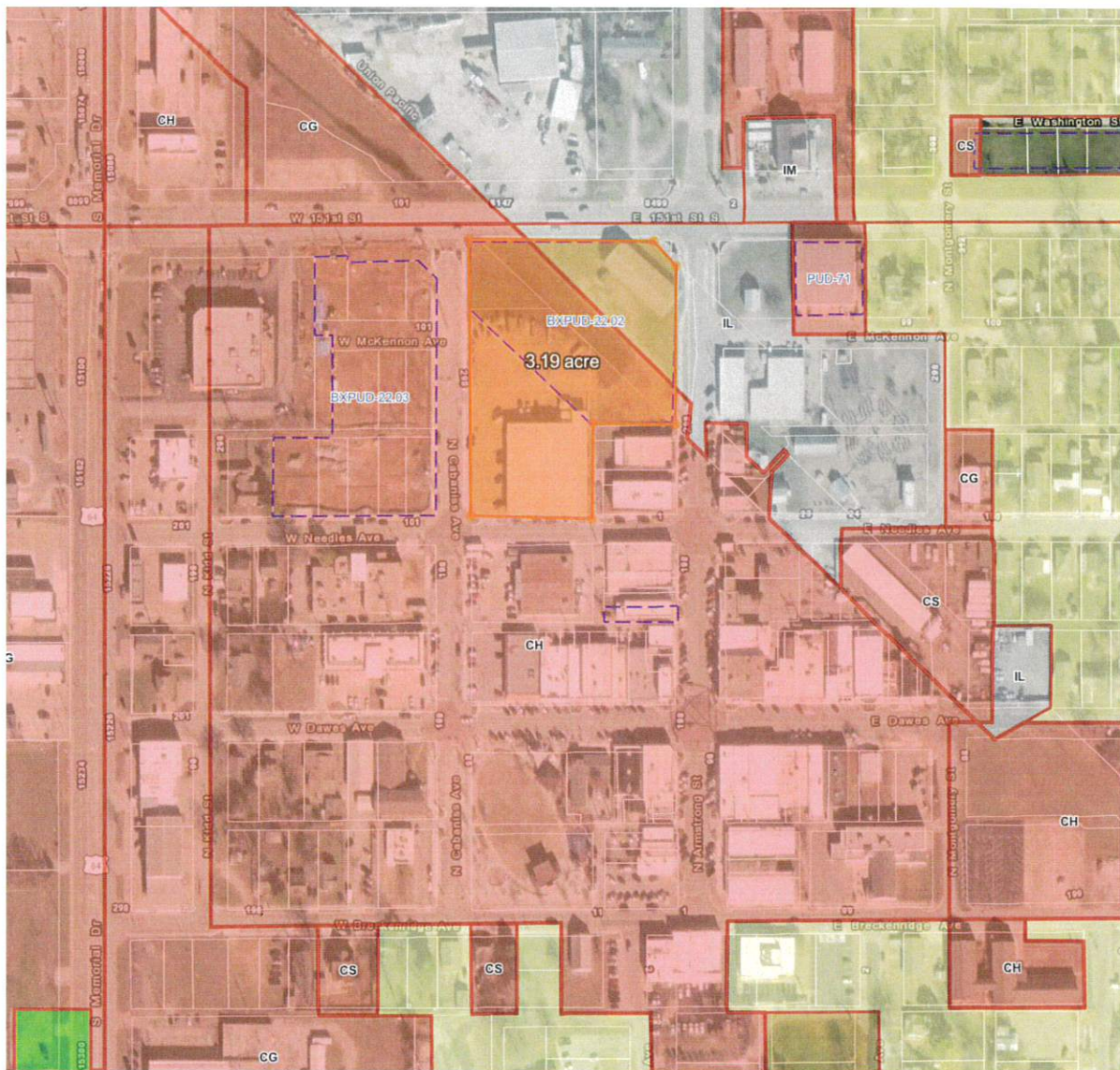
5. Legal Description:

[see attached]

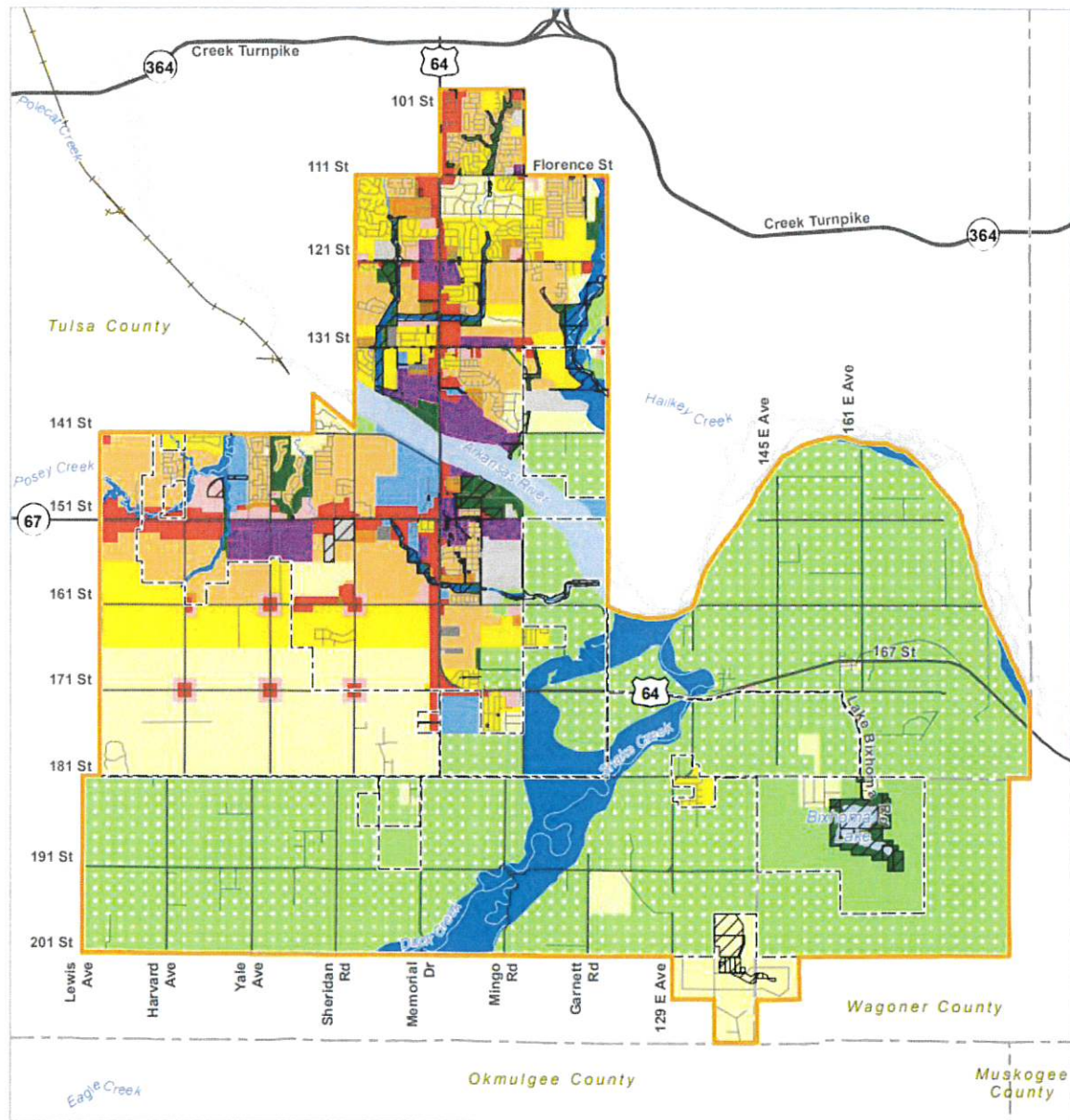
6. The existing zoning:

The majority of the property is currently zoned CH. The northeast corner of the property is zoned IL. The development is located within District 3 of the Bixby Downtown Overlay. CH zoning is adjacent to the property on the west and south sides. IL is adjacent to the property on the north and east sides.

Vicinity Map and Current Zoning Map



Bixby Comprehensive Plan



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



0 1 2 Miles

Data Source: City of Bixby, 2018
Matrix Design Group, 2018.

GENERAL PROVISIONS:

Base Zoning: CH.

Permitted Uses: Uses permitted by right (including all uses customarily accessory thereto) within the CH district, except as modified in the table below. "Stacking" of uses customarily found in a mixed-use development shall also be allowed.

Principal Uses Permitted		Base District	Allowed by this PUD
No.	Name	CH	
1	Areawide uses	X	X
2	Areawide special exception uses	SUP	SUP
3	Agriculture	NP	NP
4	Public protection and utility facilities	X	X
5	Community services and similar uses	X	X
6	Single-family dwelling	E	NP
7	Duplex dwelling	E	NP
7A.	Townhouse dwelling	NP	NP
8	Multi-family dwelling and similar uses	SUP ²	NP
9	Manufactured home dwelling	NP	NP
10	Off street parking areas	X	X
11	Offices and studios	X	X
12	Entertainment establishments and eating establishments other than drive-ins	X	X
13	Convenience goods and services	X	X
14	Shopping goods and services	X	X
15	Other trades and services	X	X
16	Ministorage	PUD	NP
17	Automotive and allied activities	X	X
18	Drive-in restaurants	X	X
19	Hotel, motel and recreation facilities	X	X
20	Commercial recreation; intensive	SUP	NP
22	Research and development	X	X
22A.	Science and technology	NP	NP
23	Warehousing and wholesaling	X	NP
24	Oil and gas drilling and mining and mineral processing	NP	NP
25	Light manufacturing and industry	SUP	NP
26	Moderate manufacturing and industry	NP	NP
27	Heavy manufacturing and industry	NP	NP

NP = Not permitted

X = Use permitted by right

E = Special exception

SUP = Specific use permit

	Base District CH	Allowed by this PUD
Bulk and Area Requirements		
Frontage (minimum feet):		
Arterial	n/a	0
Not an arterial	n/a	0
Floor area ratio (maximum)	n/a	n/a
Setback from centerline of abutting street (minimum feet): Measured from centerline of abutting street; add to the distance designated in the column to the right ½ of the right-of-way width designated on the major street plan, or 25 feet if the street is not designated on the major street plan:		
Arterial	n/a	0
Not an arterial	n/a	0
Setback from abutting R district:		
Boundary lines (minimum feet)	n/a	0
Building height (maximum feet)	5 stories or 70 feet	5 stories or 70 feet

Screening: No internal screening of differing uses within the boundaries of the PUD is required.

Operations Restrictions: Permitted uses shall have slight or no objectionable emission of odors produced by business operations.

1. Building Form Standards:

- a. The following deviations from the Downtown Overlay District are allowed:
 - i. Distance between entries is not applicable.

2. Site Standards:

- a. The following deviations from the Downtown Overlay District are allowed:
 - i. Rear setback 0'-0" minimum.

3. Parking:

- a. No on-site parking will be required for the permitted uses.

4. Lighting:

- a. All pole-mounted and building-mounted lighting shall be oriented to minimize light leaving the development. All lights shall face down and away from the boundary of the development.
- b. The mounting height of each pole fixture shall not exceed 25' as measured from the pavement to the light fixture.
- c. A maximum light level of 0.5 foot-candles (measured at three feet (3') above grade) shall be obtained at the perimeter of the PUD boundary.

5. Signage:

- a. No sign shall exceed an illumination of seventy-foot candles (70 fc) as measured at a two-foot (2') distance from the source of the illumination. Illuminated signs shall not face a residential district. Electronic message signs are prohibited.
- b. Wall and canopy signs shall not exceed an aggregate display surface area of three (3) square feet per each linear foot of the building wall to which the sign or signs are affixed.

6. Landscaping:

- a. Landscaping provided as shown on site plan.

**REAL ESTATE PURCHASE
AND
ECONOMIC REDEVELOPMENT AGREEMENT**

This Agreement is entered into by and between the **City of Bixby**, Oklahoma, a municipal corporation ("**City**"), Post Office Box 70, 116 West Needles Avenue, Bixby, Oklahoma 74008-0070, and **RDC Bixby, LLC** an Oklahoma limited liability company, ("**Company**").

RECITALS

A. In 2021, the City of Bixby ("**City**") issued an RFP for redevelopment of a portion of the Midland Addition, Blocks 1 through 11, City of Bixby, Tulsa County, State of Oklahoma (the "**Property**").

B. The company has submitted its proposal that it, in return for title to the Property conveyed by the City, as more particularly described in the attached Exhibit A, ("**Property**") will redevelop the Property with commercial improvements that are greater in value than the present value of the subject property. The value of the improvements in excess of the present value of the property may be assigned as a credit to other re-development projects in Downtown as mutually agreed by the City and the Company.

C. Pursuant to the terms of this Agreement, the City accepted Company's proposal to provide commercial development on the property.

D. The City, enters into this Agreement, finding that it is in the best interest of the community property interest, and financial viability of the City, as well as the public health, safety, lives, and welfare of the inhabitants. The governing body has found that it is consistent with the Bixby City Charter, the Constitution of Oklahoma, and the law of the State of Oklahoma.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the City and Company agree as follows:

1. Recitals and Findings. The parties hereto incorporate recitals and findings as set forth above in furtherance of this Agreement.

2. Consideration by Company.

(a) Property Redevelopment. Company agrees that it shall develop the property, now owned by the City, consistent with this agreement and consistent with the zoning laws and other ordinances, subject to approved variances and regulations of the City of Bixby.

(b) Construction of Privately Financed Improvements. Company agrees to develop and construct the following:

- i. A Conference Center, to be owned by the City of Bixby, with a minimum usable floor area of 15,000 square feet by utilizing portions of the existing Community Center Building located at 211 North Cabaniss. Portions of the existing building may be removed to create additional public parking areas.
- ii. 192 to 213 parking spaces-open to general public, to serve the needs of the

Conference Center, hotel site, commercial pad sites, and the Iconik mixed-use facility as shown in Exhibit A.

- iii. A 14,000 square foot commercial pad site located at the southwest corner of the Property for construction of a new hotel, including all infrastructure items as related to the hotel – shown as Tract B in Exhibit B and more particularly described in Exhibit A.
- iv. A 18,000 square foot commercial pad site located at the northwest corner of the Property to be owned by the Company – shown as Tract C in Exhibit B, and more particularly described in Exhibit A.

(c) The parties hereto have established that the value of property to be conveyed by City to Company has a total value of \$810,000.

(d) Based on the improvements proposed, the parties hereto have agreed that the project as proposed will generate improvements greater than the value of the present value of the subject property of at least \$1,500,000. These parties further agree that this value will be assigned to the Real Estate and Economic Development Agreement for the RFP issued in 2022 for redevelopment of a portion of the Midland Addition, Blocks 20 thru 21, City of Bixby, Tulsa County, State of Oklahoma.

(e) Company agrees to provide a certificate of assurance to City, verifying sufficient financial capability to achieve and complete the stated goal and purpose of this agreement.

(f) Company shall complete site development plan and site improvements, including demolition, site clearing, grading and subbase preparation for future use including public utilize parking and necessary design engineering equal to the value of the property to be conveyed by City.

(g) Construction of improvements shall be in substantial compliance with all applicable local, state, and federal requirements.

3. Consideration by the City.

(a) PUD. After entering into this agreement, the City shall, in cooperation with Company, submit and process at the City's own expense, through its Planning Commission and City Council, a PUD of the property to meet needs for the following uses (retail, hotel, restaurants, live entertainment, offices, alcohol sales, event center, commercial sales and/or community services), and uses consistent with CH zoning classification.

(b) Permitting. City shall, in cooperation with Company, submit and process at City's own expense, through its development services, all permits, and inspections of the property required to develop the property.

(c) Site Development. City, upon Company's completion of site development, or submittal of a Performance Bond, equal to the value of \$810,000 in the form of site improvements to the property and public utilities, public improvements, and modification right of ways,

shall convey title of the Property described in Exhibit C to Company. The City shall retain ownership of the balance of the Property, including the Conference Center.

(d) Conveyance of Title. Upon company's completion of improvements, or submittal of a Performance Bond, equal to the value of \$810,000, any other agreement requirements, and acceptance by the City Council, the City shall simultaneously execute a special warranty deed to the Company, conveying title to the property as more particularly described on the attached Exhibit C.

4. Construction Obligation. All improvements required pursuant to this agreement shall be completed by Company and submitted for inspection and acceptance by the City no later than December 31, 2025. This completion date may be extended by written agreement between the parties at any time prior to expiration date. If Company fails to complete the improvements by December 31, 2025, or any later date agreed to in writing, the City may terminate this agreement by giving written notice to the Company and the City shall have no further obligation or liability to the Company.

5. Claw Out Provision. The parties hereto agree that the company shall meet all of the commitments as set forth herein or will be subject to liquidated damages and/or repayment or divestiture of any interest in real properties in accordance with this agreement. This provision includes return by general warranty deed the property (exhibit A) including any and all real property improvements and fixtures back to the City free of any and all claims, liens, and clouds on titles to the property.

6. Tax Increment Financing ("TIF"). The City has established a Tax Increment Financing District. City agrees that with the establishment of the TIF district, the City, upon receipt of ad valorem revenue shall dedicate a portion of such funds (based on the appraised value of the completed improvements) to Company.

7. Miscellaneous.

(a) Each individual and entity executing this Agreement represents and warrants that they have the capacity set forth on the signature page(s), with full power and authority to bind the party on whose behalf they are executing this Agreement.

(b) This Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.

(c) Any waiver, modification, consent, or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound. No waiver by any party of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach.

(d) If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality,

and enforceability of the remaining provisions shall not in any way be affected or impaired.

(e) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

(f) Any communication, notice, or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by reputable and responsible overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To the City:

City of Bixby, Oklahoma
c/o City Manager
Post Office Box 70
116 West Needles Avenue
Bixby, Oklahoma 74008-0070
Telephone: (918) 366-4430
Facsimile: (918) 366-6373

To the Company:

RDC Bixby LLC
Attn: Bart Boatright
116 S. 1st Street, Jenks, OK 74037
Telephone: (918) 706-5674
Facsimile: (918) 518-5014

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice, or demand shall be deemed to have been duly given or served on the date personally served if by personal service, one (1) business day after deposit with the overnight delivery service, or three (3) days after being placed in the U.S. Mail if mailed.

(h) The City and the Company agree to cooperate with each other and act in good faith and with fair dealing throughout the effective term of this Agreement. The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

(i) The making, execution, and delivery of this Agreement by the parties have not been induced by any representations, statements, warranties, or agreements other than

those expressly set forth in this Agreement.

(j) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been included and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

(k) The language in all parts of this Agreement shall be in all cases construed simply according to its plain meaning and not strictly for or against any of the parties. This Agreement shall not be construed for or against either party on the basis of which party drafted the Agreement or any provision.

(l) Paragraph headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to "paragraphs" are to paragraphs of this Agreement, unless otherwise specifically provided.

(m) Neither this Agreement nor any of the rights or obligations of the parties hereunder shall be transferred or assigned by either party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld or delayed.

(n) Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not be deemed or construed to make the parties partners or joint venturers or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of the parties with respect to the obligations as set forth in this Agreement.

(o) It is expressly understood and agreed to by the parties that in the event of any disagreement or controversy between the parties, Oklahoma law shall be controlling. Venue for any legal proceedings shall be in any Tulsa County, in the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates reflected below.

Signature Page to Follow

“CITY”

THE CITY OF BIXBY, OKLAHOMA
municipal corporation

By: Jared Cottle
Jared Cottle, City Manager

Date: 11/13/23

“COMPANY”

RDC Bixby, LLC,
an Oklahoma limited liability company

By: Bart Boatright
Bart Boatright
Manager

Date: 11/16/23

Contract approved by the Bixby City Council on this 13th day of **November**, 2023.

By: [Signature]
Mayor

ATTEST:

By: [Signature]
City Clerk



APPROVED AS TO FORM:

By: [Signature]
City Attorney

EXHIBIT A

Property

Legal descriptions in accordance with Exhibit B to be determined by survey.

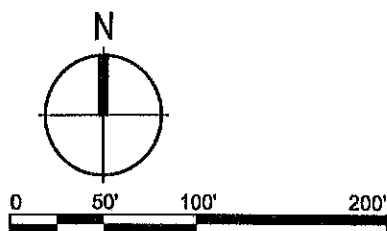
Tract A – to Company

Legal descriptions in accordance with Exhibit B to be determined by survey.

Tract B – to Company

Legal descriptions in accordance with Exhibit B to be determined by survey.

SITE TRACT MAP SPARTAN SQUARE DEVELOPMENT BIXBY, OKLAHOMA



**AMENDED
REAL ESTATE PURCHASE
AND
ECONOMIC REDEVELOPMENT AGREEMENT**

This Agreement is entered into by and between the City of Bixby, Oklahoma, a municipal corporation ("City"), Post Office Box 70, 116 West Needles Avenue, Bixby, Oklahoma 74008-0070, and RDC Properties, LLC an Oklahoma limited liability company, ("Company"). On this 13th day of May 2024.

RECITALS

A. In 2021, the City of Bixby ("City") issued an RFP for redevelopment of a portion of the Midland Addition, Blocks 1 through 11, City of Bixby, Tulsa County, State of Oklahoma (the "Property").

B. The company has submitted its proposal that it, in return for title to the Property conveyed by the City, as more particularly described in the attached Exhibit A, ("Property") will redevelop the Property with commercial improvements that are greater in value than the present value of the subject property. The value of the improvements in excess of the present value of the property may be assigned as a credit to other re-development projects in Downtown as mutually agreed by the City and the Company.

C. Pursuant to the terms of this Agreement, the City accepted Company's proposal to provide commercial development on the property.

D. The City, enters into this Agreement, finding that it is in the best interest of the community property interest, and financial viability of the City, as well as the public health, safety, lives, and welfare of the inhabitants. The governing body has found that it is consistent with the Bixby City Charter, the Constitution of Oklahoma, and the law of the State of Oklahoma.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the City and Company agree as follows:

1. Recitals and Findings. The parties hereto incorporate recitals and findings as set forth above in furtherance of this Agreement.

2. Consideration by Company.

(a) Property Redevelopment. Company agrees that it shall develop the property, now owned by the City, consistent with this agreement and consistent with the zoning laws and other ordinances, subject to approved variances and regulations of the City of Bixby.

(b) Construction of Privately Financed Improvements. Company agrees to develop and construct the following:

- i. A Conference Center, to be owned by the City of Bixby, with a minimum usable floor area of 20,000 square feet by utilizing portions of the existing Community Center Building located at 211 North Cabaniss. Portions of the existing building may be removed to create additional public parking areas.

- ii. 232 parking spaces-open to general public, to serve the needs of the Conference Center, hotel site, commercial pad sites, and the Iconik mixed-use facility as shown in Exhibit C.
- iii. A 14,000 square foot commercial pad site located at the southwest corner of the Property for construction of a new hotel, including all infrastructure items as related to the hotel as included in Exhibit B.
- iv. A 21,000 square foot commercial pad site located at the northwest corner of the Property to be owned by the Company as shown in Exhibit C and more particularly described in Exhibit D.

(c) The parties hereto have established that the value of property to be conveyed by City to Company has a total value of \$810,000.

(d) Based on the improvements proposed, the parties hereto have agreed that the project as proposed will generate improvements greater than the value of the present value of the subject property of at least \$1,500,000. This parties further agree that this value will be assigned to the Real Estate and Economic Development Agreement for the RFP issued in 2022 for redevelopment of a portion of the Midland Addition, Blocks 20 thru 21, City of Bixby, Tulsa County, State of Oklahoma.

(e) Company agrees to provide a certificate of assurance to City, verifying sufficient financial capability to achieve and complete the stated goal and purpose of this agreement.

(f) Company shall complete site development plan and site improvements, including demolition, site clearing, grading and subbase preparation for future use including public utilize parking and necessary design engineering equal to the value of the property to be conveyed by City.

(g) Construction of improvements shall be in substantial compliance with all applicable local, state, and federal requirements.

3. Consideration by the City.

(a) PUD. After entering into this agreement, the City shall, in cooperation with Company, submit and process at the City's own expense, through its Planning Commission and City Council, a PUD of the property to meet needs for the following uses (retail, hotel, restaurants, live entertainment, offices, alcohol sales, event center, commercial sales and/or community services), and uses consistent with CH zoning classification.

(b) Permitting. City shall, in cooperation with Company, submit and process at City's own expense, through its development services, all permits, and inspections of the property required to develop the property.

(c) Site Development. City, upon Company's completion of site development, or placement in escrow cash funds equal to \$810,000 and completion of site improvements to the property and public utilities, public improvements, and modification right of ways, shall

convey title of the Property described in Exhibit C to Company. The City shall retain ownership of the balance of the Property, including the Conference Center.

(d) Conveyance of Title. Upon Company's completion of improvements, or satisfaction to the City of escrow funds equal to the value of \$810,000, any other agreement requirements, and acceptance by the City Council, the City shall simultaneously execute a special warranty deed to the Company, conveying title to the property as more particularly described on the attached Exhibit C.

(e) Partial Release of Escrow Funds. Company shall be permitted to withdraw partial release of escrowed funds as work progresses by mutual agreement with the City.

4. Construction Obligation. All improvements required pursuant to this agreement shall be completed by Company and submitted for inspection and acceptance by the City no later than December 31, 2025. This completion date may be extended by written agreement between the parties at any time prior to expiration date. If Company fails to complete the improvements by December 31, 2025, or any later date agreed to in writing, the City may terminate this agreement by giving written notice to the Company and the City shall have no further obligation or liability to the Company.

5. Claw Out Provision. The parties hereto agree that the company shall meet all of the commitments as set forth herein or will be subject to liquidated damages and/or repayment or divestiture of any interest in real properties in accordance with this agreement. This provision includes return by general warranty deed the property (exhibit A) including any and all real property improvements and fixtures back to the City free of any and all claims, liens, and clouds on titles to the property. Company acknowledges the City's security interest in property until completion of project and acceptance by the City.

6. Tax Increment Financing ("TIF"). The City has established a Tax Increment Financing District. City agrees that with the establishment of the TIF district, the City, upon receipt of ad valorem revenue shall dedicate a portion of such funds (based on the appraised value of the completed improvements) to Company.

7. Miscellaneous.

(a) Each individual and entity executing this Agreement represents and warrants that they have the capacity set forth on the signature page(s), with full power and authority to bind the party on whose behalf they are executing this Agreement.

(b) This Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.

(c) Any waiver, modification, consent, or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound. No waiver by any party of any breach of this Agreement shall be

deemed a waiver of any other or subsequent breach.

(d) If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

(e) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

(f) Any communication, notice, or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by reputable and responsible overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To the City:

City of Bixby, Oklahoma
c/o City Manager
Post Office Box 70
116 West Needles Avenue
Bixby, Oklahoma 74008-0070
Telephone: (918) 366-4430
Facsimile: (918) 366-6373

To the Company:

RDC Properties, LLC
Attn: Bart Boatright
116 S. 1st Street, Jenks, OK 74037
Telephone: (918) 706-5674
Facsimile: (918) 518-5014

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice, or demand shall be deemed to have been duly given or served on the date personally served if by personal service, one (1) business day after deposit with the overnight delivery service, or three (3) days after being placed in the U.S. Mail if mailed.

(h) The City and the Company agree to cooperate with each other and act in good faith and with fair dealing throughout the effective term of this Agreement. The parties agree to execute such other instruments and to do such further acts as may be

reasonably necessary to carry out the provisions of this Agreement.

(i) The making, execution, and delivery of this Agreement by the parties have not been induced by any representations, statements, warranties, or agreements other than those expressly set forth in this Agreement.

(j) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been included and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

(k) The language in all parts of this Agreement shall be in all cases construed simply according to its plain meaning and not strictly for or against any of the parties. This Agreement shall not be construed for or against either party on the basis of which party drafted the Agreement or any provision.

(l) Paragraph headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to "paragraphs" are to paragraphs of this Agreement, unless otherwise specifically provided.

(m) Neither this Agreement nor any of the rights or obligations of the parties hereunder shall be transferred or assigned by either party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld or delayed.

(n) Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not be deemed or construed to make the parties partners or joint venturers or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of the parties with respect to the obligations as set forth in this Agreement.

(o) It is expressly understood and agreed to by the parties that in the event of any disagreement or controversy between the parties, Oklahoma law shall be controlling. Venue for any legal proceedings shall be in any Tulsa County, in the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates reflected below.

Signature Page to Follow

"CITY"

THE CITY OF BIXBY, OKLAHOMA,
a Municipal Corporation

By: Jared Cottle
Jared Cottle, City Manager

Date: 5/13/24

"COMPANY"

RDC Properties, LLC,
an Oklahoma limited liability company

By: Bart Boatright
Bart Boatright, ~~CEO~~ Manager

Date: 5-15-2024

Contract approved by the Bixby City Council on this 13th day of May, 2024.

By: [Signature]
Mayor



By: [Signature]
City Clerk

APPROVED AS TO FORM:

By: [Signature]
City Attorney

EXHIBIT A

Property

Legal descriptions in accordance with Exhibit "B" to be determined by survey.

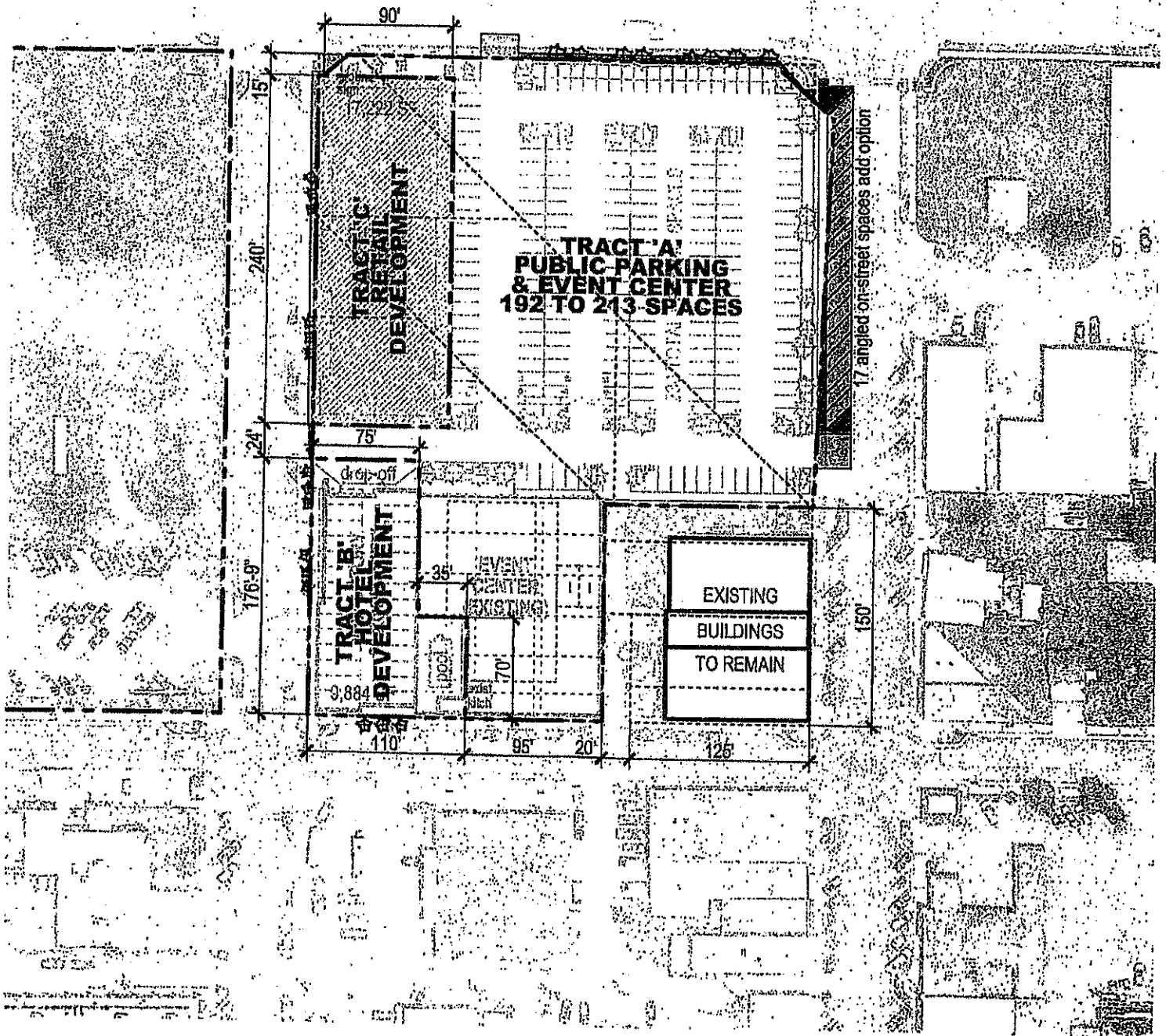
Tract A – to Company

Legal descriptions in accordance with Exhibit "B" to be determined by survey.

Tract B – to Company

Legal descriptions in accordance with Exhibit "B" to be determined by survey.

EXHIBIT 'B'



**SITE TRACT MAP
SPARTAN SQUARE DEVELOPMENT
BIXBY, OKLAHOMA**



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

STAFF REPORT

To: Planning Commission

From: Joey Wiedel, Development Services Director
Gwen Plante, Assistant City Planner

Date: August 19, 2024

RE: **SITE PLAN** | (BXSP-24.12) Spartan Square

Applicant Josh McFarland, Red Dog Construction

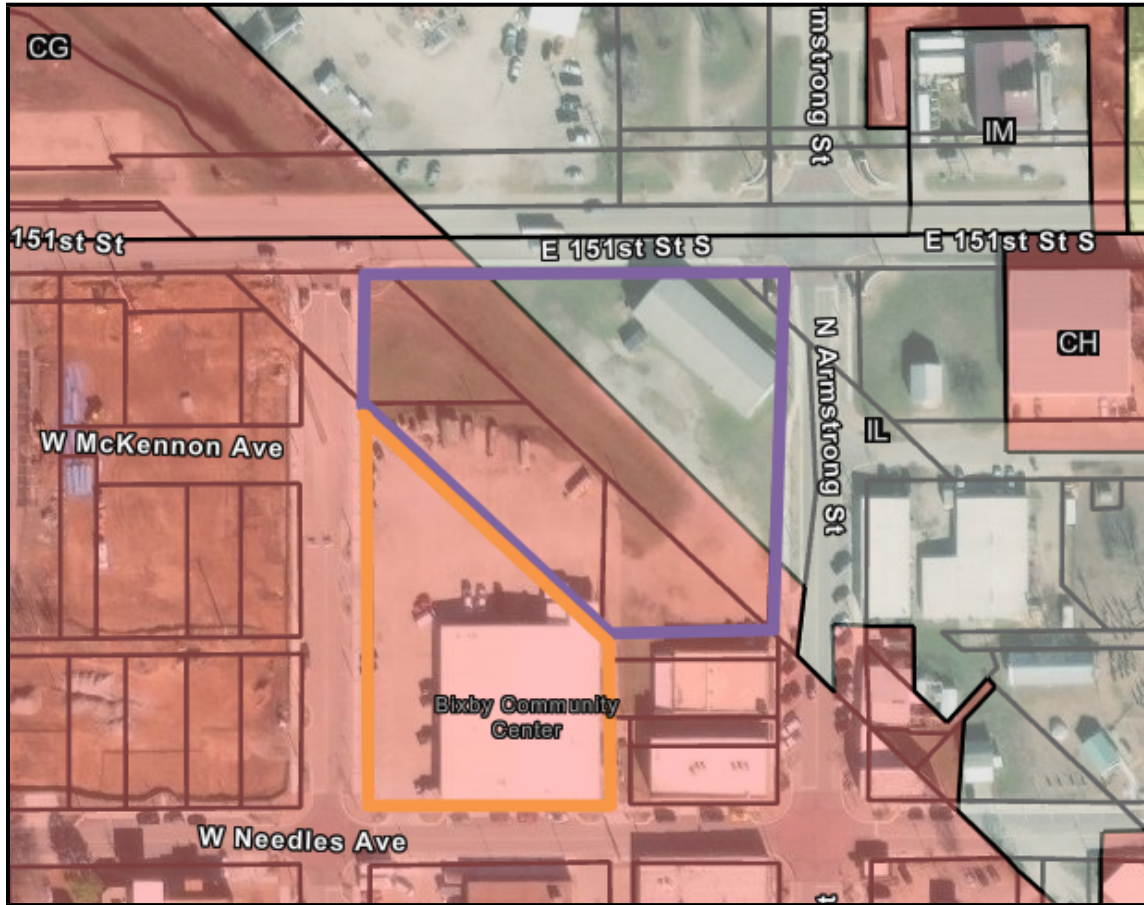
REQUEST: The applicant requests approval for Site Plan (BXSP-24.12) Spartan Square Planned Unit Development Major Amendment No. 1 (PUD 22.02 MA.01)

LOCATION: Block 10, Lots 1 through 14, and all of Block 5 of the Midland Addition, bounded by North Cabaniss Avenue to the West and West Needles Avenue to the South.

EXISTING ZONING: Commercial High Density (CH), Industrial Light (IL), PUD 22.02

STR: Section 24, Township 17N, Range 13E

Figure 1: City of Bixby Zoning Map



Abutting Zoning:

North	Industrial Light (IL), Commercial General (CG), Industrial Medium Density (IM)
South	Commercial High Density (CH)
East	Commercial High Density (CH), Industrial Light (IL)
West	Commercial High Density (CH)

PROPOSED USE:

The applicant intends to transform the site into a multi-use complex. It will include commercial offices, restaurants, retail spaces, and additional parking to meet various business needs in the Downtown Bixby area. Additionally, the project will involve the construction of a hotel and renovating the former Community Center into a conference center.

STAFF COMMENTS:

The proposed project shall follow the design standards and criteria that are established within the Bixby Downtown Overlay District, Landscaping Requirements, e.g., not less than 15% established and maintained area, and with the Economic Redevelopment Agreement except for modified general provisions such as:

- Distance between entries is not applicable.
- Rear setback is shown to be zero feet.
- All pole-mounted and building-mounted lighting shall be oriented to minimize light leaving the development.
- All light shall face down and away from the boundary of the development.
- The mounting height of each pole fixture shall not exceed 25 feet.
- A maximum light level of 0.5-foot candles shall be obtained at the perimeter of the PUD boundary.

ENGINEERING COMMENTS:

Additional impervious area will need to be mitigated with on-site detention

Figures:

Figure 1: Zoning Map

Figure 2: Aerial Map

Attachments:

Attachment 1: Engineering Memo

Attachment 2: Site Plan

Attachment 3: Exterior Elevations

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: Joey Wiedel, Development Services Director
From: Justin Dowd, City Engineer
CC: Public Works
Development Services
Fire Department
City Manager
Tim Boekman, CJC Architects
File
Date: July 24, 2024
Re: **BXPUD-22.02 MA.01 and BXSP-24.12 Spartan Square**

Engineering Review Comments:

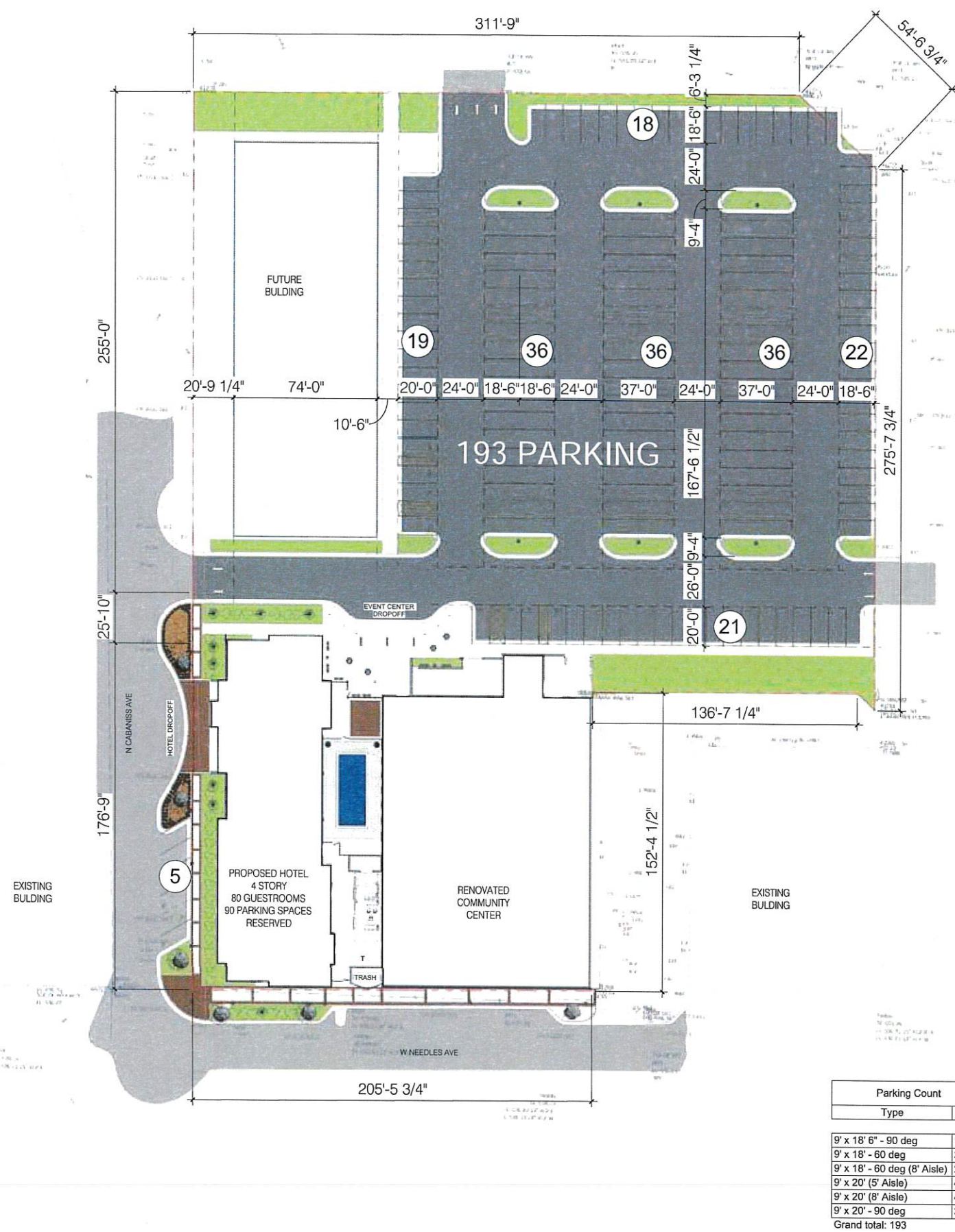
BXPUD-22.02 MA.01

- No engineering comments on the submitted PUD

BXSP-24.12

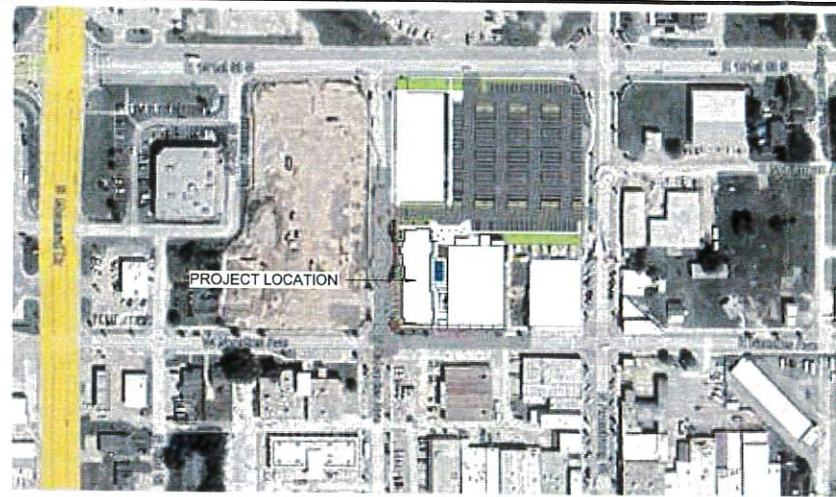
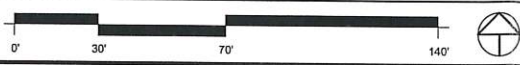
- Additional impervious area will need to be mitigated with on-site detention. The site plan does not appear to indicate a detention pond on-site.
- No landscaping or lighting plan were supplied, and have not been reviewed. Landscaping should not include large trees over public infrastructure. Lighting plans should take into account adjacent roadways.

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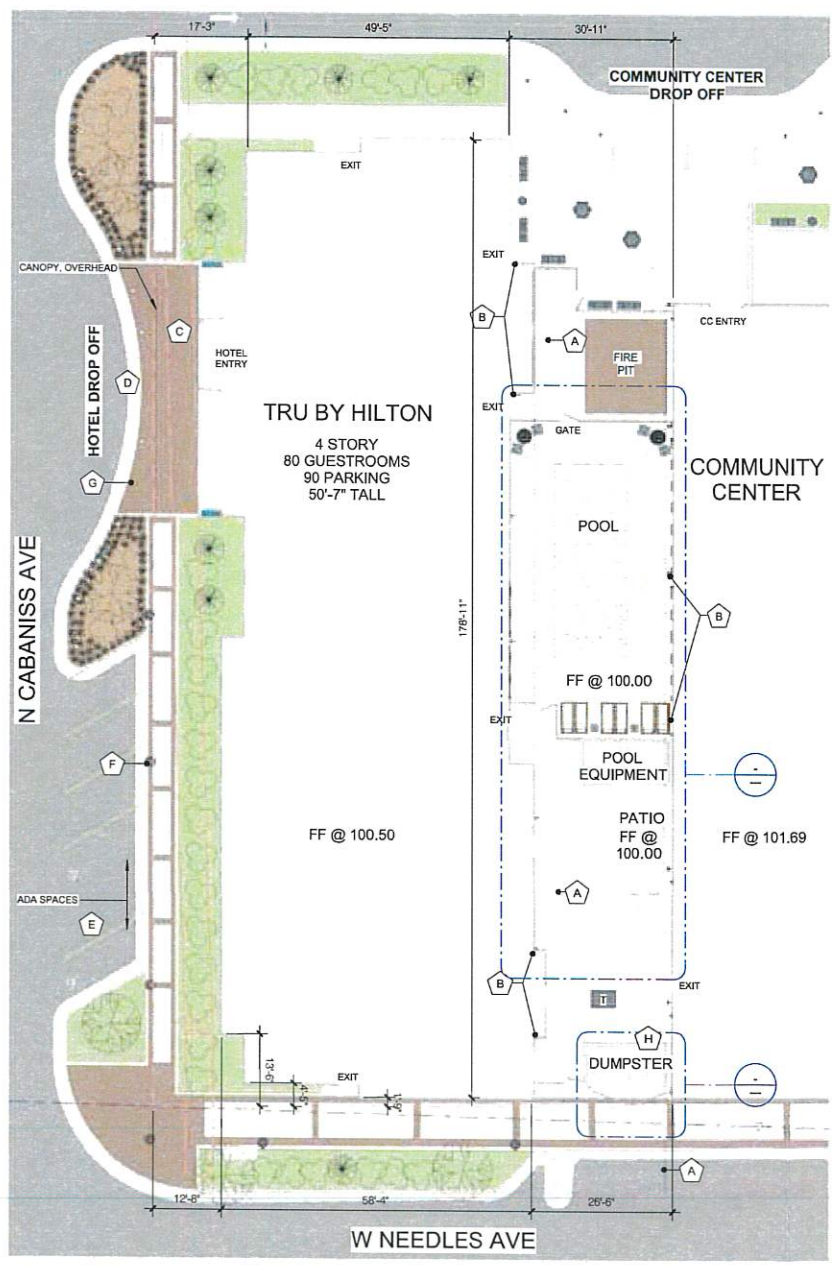


Parking Count	
Type	Count
9' x 18' 6" - 90 deg	148
9' x 18' - 60 deg	3
9' x 18' - 60 deg (8' Aisle)	2
9' x 20' (5' Aisle)	4
9' x 20' (8' Aisle)	4
9' x 20' - 90 deg	32
Grand total: 193	

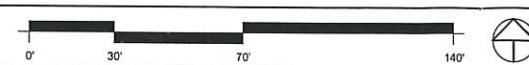
1 OVERALL SITE PLAN
SCALE: 1" = 30'-0"



3 AREA MAP
SCALE: 1" = 160'-0"



2 ENLARGED SITE PLAN
SCALE: 1/16" = 1'-0"



Site Plan Notes	
Note Number	Note Text
A	UNDERGROUND COLLECTOR DRAIN
B	DOWNSPOUT TO UNDERGROUND COLLECTOR DRAIN, TYP.
C	MAX 1% SLOPE AWAY FROM BLDG
D	NO CURB AT DROPOFF
E	ADA SPACES TO BE RAISED UP TO CURB LEVEL, TO HAVE TIRESTOP & SIGNAGE, TYPICAL
F	STREET LIGHT, MATCH EXISTING
G	LIGHTED BOLLARD, PROVIDE POWER
H	MASONRY WALL WITH DECORATIVE METAL GATE

PROPERTY OWNER

LEISURE HOSPITALITY
Management, Inc.

THESE DRAWINGS ARE INTENDED FOR REVIEW AND PERMITTING. DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT ARCHITECT'S AND ENGINEER'S SIGNATURE AND THEIR DATE OF ISSUE FOR CONSTRUCTION.

JSA ARCHITECTS
9726 E. 42nd St. SUITE 153
TULSA, OK 74146
918.640.680
@JNSANFORD@AOL.COM

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NCARB
OKLAHOMA LICENSE # 2773

STATE OF OKLAHOMA
2773
John Sanford
07-01-2024
NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

REVIEW SET

TRU BY HILTON - DOWNTOWN BIXBY
W NEEDLES AVE & N CABANISS ST
BIXBY, OKLAHOMA

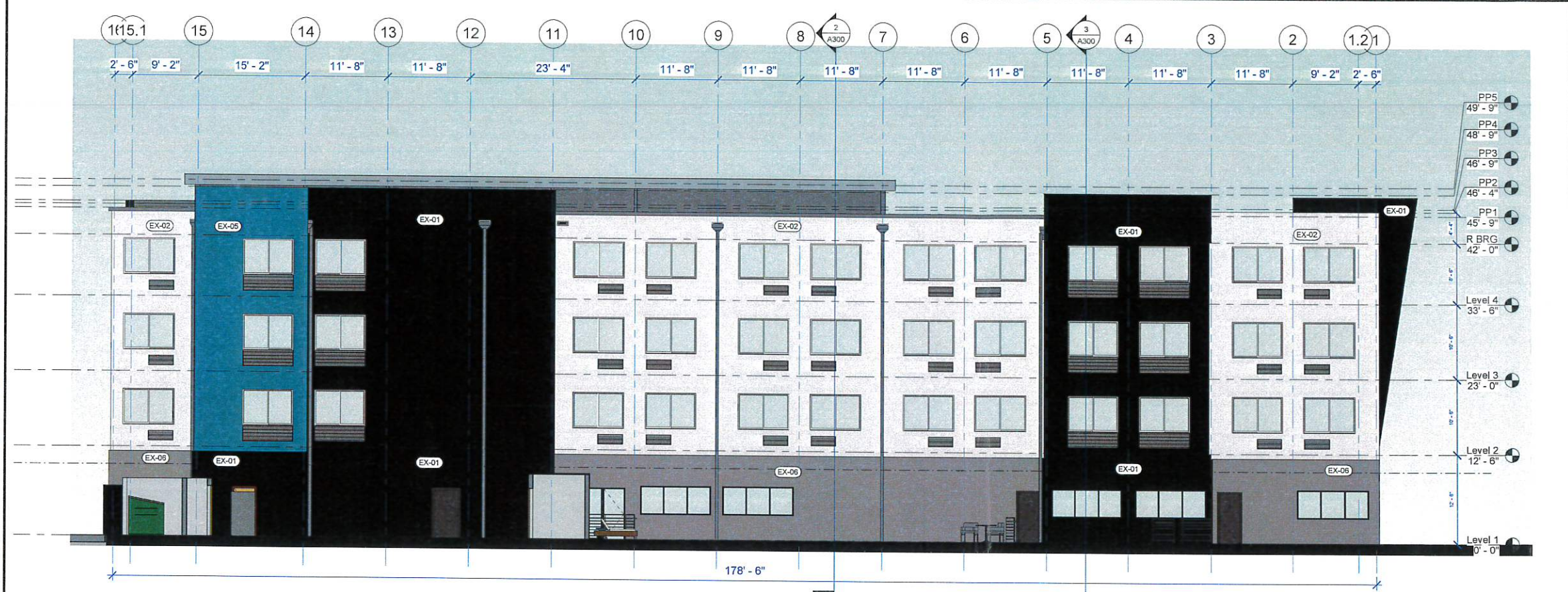
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7/1/2024 11:46:45 AM

No.	Description	Date

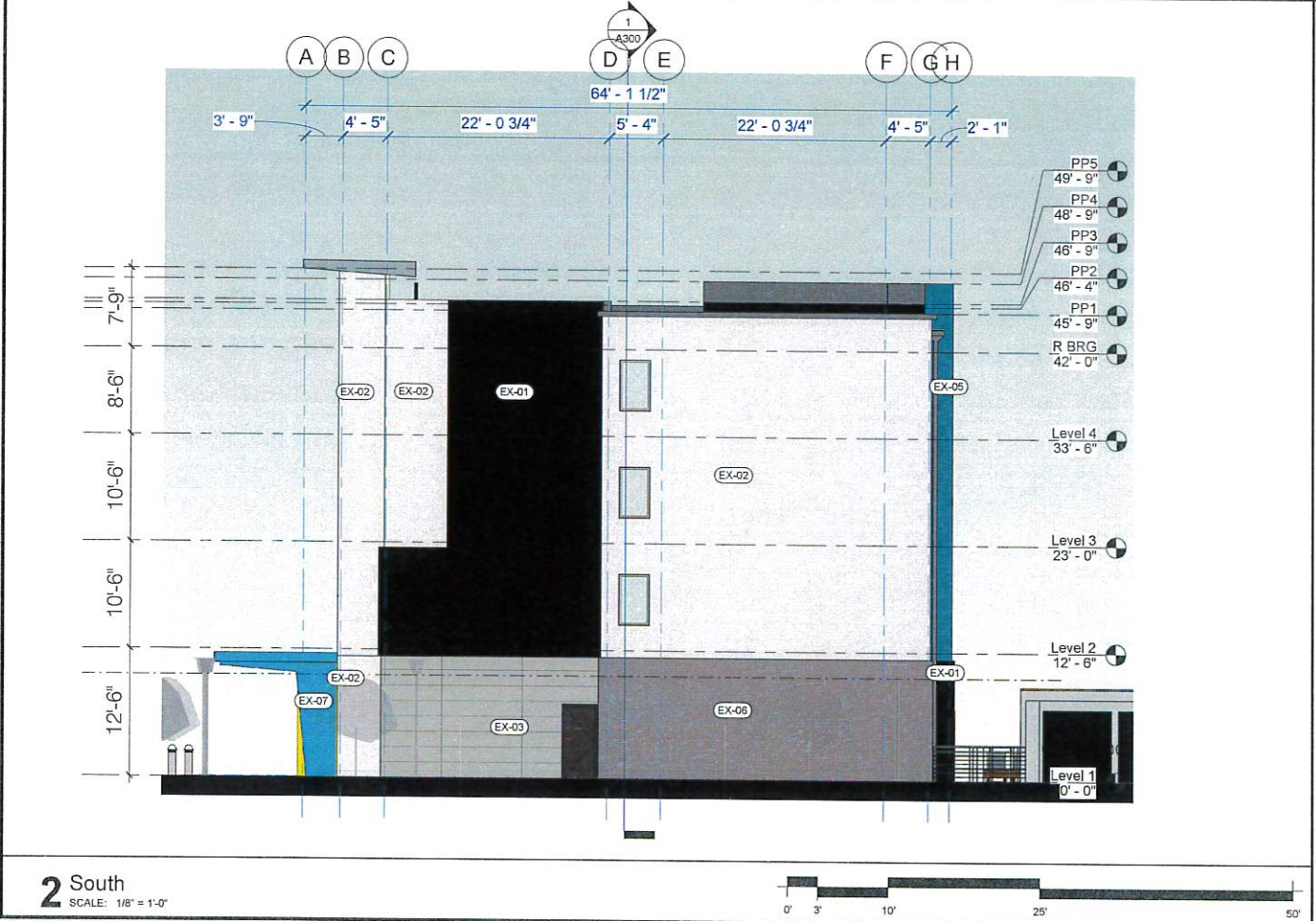
SHEET

A100
SITE PLAN

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1 East
SCALE: 1/8" = 1'-0"



2 South
SCALE: 1/8" = 1'-0"

Wall Material Takeoff	
Material Name	Material Description
EX-01	Product: Dryvit "Demandit Smooth" Architectural Coating Color/Finish: TRUH 02 1085S - with "StratoTone", high performance colorant - Pantone 7C Black, OR Benjamin Moore 15 Notes: Must have anti-fade finish
EX-02	Product: Dryvit Sandblast HDP- Hydrophobic Color/Finish: TRUH 01 2739- Dryvit #613B Overcast, OR to match Benjamin Moore 1465 Nimbus
EX-03	Product: TerraNeo Polished Granite Color/Finish: TRUH 03 1101- Dryvit #207 Glacier
EX-04	(Applies to all EX-04.X) Dryvit - "Demandit Smooth" Architectural Coating Minimum of 2 coats of colors 1-5 over Sandblast HDP- TRUH 01 2740. See Notes below.
EX-04.1	TRUH 04 1085S w/ "StratoTone" high performance colorant- Pantone PMS Process Yellow, OR Benjamin Moore 2022-30 Bright Yellow
EX-04.2	TRUH 05 1085S w/ "StratoTone" high performance colorant- Pantone PMS Process Cyan, OR Sherwin Williams SW6955 Impromptu
EX-04.3	TRUH 06 1085S w/ "StratoTone" high performance colorant- Pantone PMS #317C, OR Benjamin Moore 2048-60 Jamaican Aqua
EX-04.4	TRUH 07 1085S w/ "StratoTone" high performance colorant- Pantone PMS #2955C, OR Benjamin Moore 2061-20 Champion Cobalt
EX-04.5	TRUH 08 1085S w/ "StratoTone" high performance colorant- Pantone PMS #2685C, OR Benjamin Moore 2071-10 Exotic Purple
EX-05	Dryvit Sandblast DPR See "Notes" Below TRUH 05 1030S with "StratoTone" high performance colorant - Pantone PMS Process Cyan, OR Sherwin Williams SW 6995 Impromptu
EX-06	Dryvit Sandblast HDP - Hydrophobic TRUH 09 2740 - Dryvit #615A Tattletale, OR to match Benjamin Moore 1461 Sterling Silver
EX-07	Trespa® Meteor® Trespa Meteor A22.1.6 Royal Blue
EX-08	Trespa® Meteor® Trespa Meteor A41.0.6 Mojito Green



PROPERTY OWNER

LEISURE
HOSPITALITY
Management, Inc.

THESE DRAWINGS ARE INTENDED FOR REVIEW AND PERMITTING. DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT ARCHITECT'S AND ENGINEER'S SIGNATURE AND THEIR DATE OF ISSUE FOR CONSTRUCTION.

JS
ARCHITECTS

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STATE OF OKLAHOMA
2773

John Sanford
07-02-2024

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CONSTRUCTION UNLESS
SIGNED IN THIS BLOCK

REVIEW SET

TRU BY HILTON - DOWNTOWN BIXBY
W NEEDLES AVE & N CABANISS ST
BIXBY, OKLAHOMA

240024
7/2/2024 5:51:12 PM

No.	Description	Date

SHEET

A201
EXTERIOR
ELEVATIONS



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

Staff Report

To: Planning Commission

From: Joey Wiedel, Development Services Director
Gwen Plante, Assistant City Planner

Date: Monday, August 19, 2024

Name: Haikey Creek Estates (aka 135th & Mingo)

RE: Planned Unit Development Major Amendment No.1 (BXPUD 21.07 MA.01)

Location: 13500 block of South Mingo Road. Approximately 44.301-acres

STR: Section 07, Township 17N, Range 14E

Applicant: Tanner Consulting, LLC

Request:

The applicant is requesting review and approval of the Planned Unit Development Major Amendment No. 01 (BXPUD -21.07 MA.01) with no change to the current zoning of RS-3.

Description:

The original Planned Unit Development (PUD) did not include any amenities and instead relied on easy access to a large open space network that connected to existing and future trails, linear parks, regional parks, and the Arkansas River.

A specific builder has proposed to acquire the platted lots and suggested a reduction in the minimum dwelling size from 1,750 square feet to 1,550 square feet.

In exchange for this reduction, the builder has proposed to provide actual amenities, including a park with a playground, pickleball courts, permanent concrete cornhole boards, shade structures, and an attractive landscape entry.

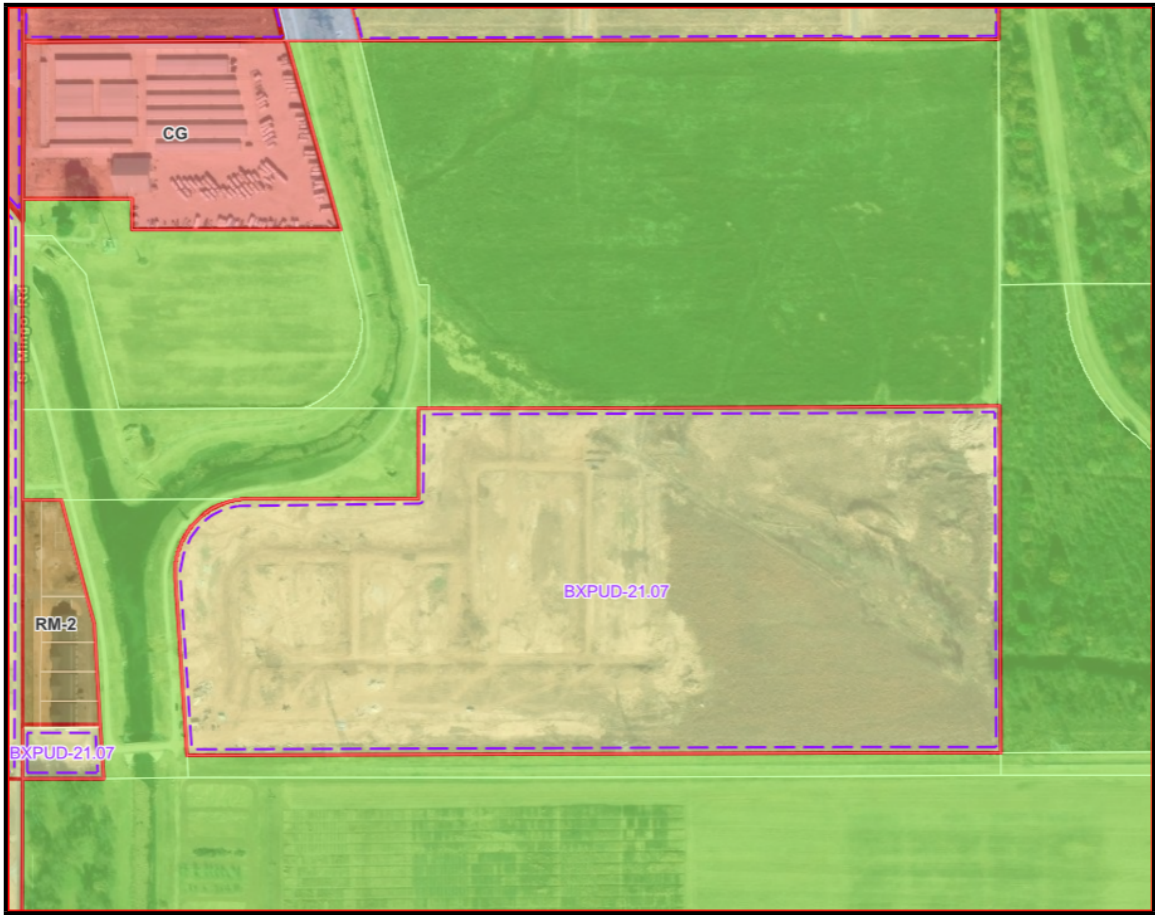
Existing Zoning:

Residential-Single Family (RS-3)

Abutting Zoning:

North	Residential-Single Family (RS-3), Commercial General (CG)
South	Agriculture (AG), Oklahoma State University A&M
East	Agriculture (AG), Vacant
West	Agriculture (AG), Residential Multi-Family (RM-2)

Figure 1: City of Bixby Zoning Map



Proposed Zoning:

No change to zoning, requesting supplemental zoning Planned Unit Development (PUD) Major Amendment No. 1.

Legal Description:

13500-block of South Mingo Road.

Two tracts of land that are part of the South half of the Northwest quarter (S/2 NW/4) of Section Seven (7), Township Seventeen (17) North, Range Fourteen (14) East.

Acres 44.301 +/-

Existing Development Standards:**Figure 2:**

Max. No Lots: 180	Min. Livability Space: 4,000 sf	Min. Dwelling Size: 1,750 sf
Min. Lot Width: 65 ft	Min. Lot Size: 6,900 sf	First Floor Exterior Materials: 75% Masonry

Utilities/Site Area:

Water: Existing 12" running North/South along Mingo on the Westside

Sanitary Sewer: Proposed tie-in North to the Rowan Grove addition

Storm Sewer: There is an 18-inch pipe that runs approximately 220 feet north/south on the west side of Mingo Road at the entrance of the Willow Creek addition.

Engineering Comments:

None

Public Comments:

None were received at the time of writing.

Staff Comments:

Staff has reviewed the submittals for PUD Major Amendment No.1. and the proposed amendment shows a reduction of the square footage from 1,750 square feet to 1,550 square feet.

The proposed first phase shall include a .76-acre neighborhood park with playground and offstreet parking area, to initially include pickleball courts, permanent concrete cornhole boards, and shade structures, and a landscaped entry shall be constructed at the Mingo Road entrance.

Figures:

- Figure 1: Bixby Zoning Map
- Figure 2: Existing Development Standards

Attachments:

- Exhibit A: PUD Major Amendment No. 1 Booklet

135TH & MINGO

An Amendment to BXPUD-21.07

A Planned Unit Development of approximately 44.301 acres
located at the 13500-Block of South Mingo Road

City of Bixby, Tulsa County, Oklahoma

Owner

151 Bixby LLC
10618 S. Winston Ct.
Tulsa, OK 74137
(918) 298-6700

Applicant/Consultant

Tanner Consulting, LLC
Attn.: Erik Enyart
5323 South Lewis Avenue
Tulsa, OK 74105
eenyart@tannerbaitshop.com

CITY OF BIXBY
DEVELOPMENT SERVICES

JUL 02 2024
RECEIVED

July 02, 2024

TABLE OF CONTENTS

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II. DEVELOPMENT CONCEPT 4

III. PROJECT HISTORY AND SCOPE..... 5

IV. AMENDED DEVELOPMENT STANDARDS 6

I. PROPERTY DESCRIPTION

135th & Mingo consists of 44.301 acres located at the 13500-block of South Mingo Road in the City of Bixby, Oklahoma, and is more particularly described with the following statement:

TWO TRACTS OF LAND THAT ARE PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1: COMMENCING SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 7; THENCE NORTH 88°32'06" EAST AND ALONG THE SOUTH LINE OF SAID NW/4 FOR A DISTANCE OF 448.66 FEET; TO A POINT AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN WARRANTY DEED, RECORDED FEBRUARY 2, 2011, AT DOCUMENT #20111016116, COUNTY OF TULSA RECORDS; THENCE NORTH 5°03'53" WEST AND ALONG THE EAST LINE THEREOF A DISTANCE OF 62.06 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 5°03'53" WEST AND ALONG THE EAST LINE OF SAID TRACT OF LAND, FOR A DISTANCE OF 475.96 FEET; THENCE CONTINUING ALONG SAID EAST LINE AND ALONG A 200.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 86°00'11", A CHORD BEARING AND DISTANCE OF NORTH 37°56'12" EAST FOR 272.81 FEET, FOR AN ARC DISTANCE OF 300.21 FEET; THENCE NORTH 87°15'23" EAST FOR A DISTANCE OF 483.15 FEET; THENCE NORTH 1°09'11" WEST FOR A DISTANCE OF 232.78 FEET TO A POINT ON THE NORTH LINE OF THE S/2 N/2 S/2 NW/4 OF SAID SECTION 7; THENCE NORTH 88°33'53" EAST AND ALONG SAID NORTH LINE FOR A DISTANCE OF 1573.53 FEET TO THE NORTHEAST CORNER OF SAID S/2 N/2 S/2 NW/4; THENCE SOUTH 1°27'20" EAST AND ALONG THE EAST LINE OF NW/4 OF SAID SECTION 7 FOR A DISTANCE OF 928.57 FEET; THENCE SOUTH 88°32'06" WEST PARALLEL WITH THE SOUTH LINE OF SAID NW/4 FOR A DISTANCE OF 2200.95 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,900,090 SQUARE FEET OR 43.620 ACRES.

AND

TRACT 2: BEGINNING AT THE SOUTHWEST CORNER OF SAID NW/4 SECTION 7; THENCE NORTH 1°09'04" WEST AND ALONG THE WEST LINE OF SAID NW/4 FOR A DISTANCE OF 137.00 FEET; THENCE NORTH 88°32'06" EAST FOR A DISTANCE OF 211.86 FEET TO POINT ON THE WEST LINE OF THAT TRACT OF LAND DESCRIBED IN WARRANTY DEED, RECORDED FEBRUARY 2, 2011, AT DOCUMENT #20111016116, COUNTY OF TULSA RECORDS; THENCE SOUTH 5°03'53" EAST AND ALONG SAID WEST LINE FOR A DISTANCE OF 137.27 FEET TO A POINT ON THE SOUTH LINE OF SAID NW/4; THENCE SOUTH 88°32'06" WEST AND ALONG SAID SOUTH FOR A DISTANCE OF 221.23 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 29,666 SQUARE FEET OR 0.681 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

135th & Mingo is a single-family residential Planned Unit Development (PUD) of 44.301 acres located at the 13500-block of South Mingo Road in the City of Bixby, Oklahoma. 135th & Mingo is uniquely positioned with immediate access to an extensive open space network connecting to existing and future trails, linear parks, regional parks, and the Arkansas River. The Haikey Creek Flood Protection Project not only removes the site as part of roughly 300 acres from the Regulatory Floodplain but its rights-of-way add critical linkages for future trails connecting to regional recreational facilities such as Haikey Creek Park, the Liberty Trail in Broken Arrow, Washington Irving Memorial Park and Arboretum, Harmony Bridge, Bentley Park, and the Fry Creek Ditch trail system.

III. PROJECT HISTORY AND SCOPE

Haikey Creek Estates Planned Unit Development (PUD) No. BXPUD-21.11 ("135th & Mingo") was originally recommended for approval by the Bixby Planning Commission on July 19, 2021 and approved by the Bixby City Council on August 23, 2021 (Ordinance # 2353). Approved along with the PUD was an amendment to the Bixby Comprehensive Plan (BXCP-21.06, Ordinance # 2345) and a rezoning from AG to RS-3 (BXZO-21.15, Ordinance # 2353). The Preliminary Plat of "Haikey Creek Estates" was recommended for approval by the Planning Commission November 15, 2021 and approved by the City Council December 13, 2021. The Final Plat of the first phase, "Haikey Creek Estates Blocks 1-7" was recommended for approval by the Planning Commission November 20, 2023 and approved by the City Council December 11, 2023.

The original PUD did not propose or require any amenities, and instead relied on "immediate access to an extensive open space network connecting to existing and future trails, linear parks, regional parks, and the Arkansas River."

A specific builder intends to acquire the platted lots and proposes a reduction in minimum dwelling size from 1,750 square feet to 1,550 square feet in exchange for actual amenities and a guarantee for same: a park with playground, pickleball courts, permanent concrete cornhole boards, shade structures, and a generous landscaped entry.

Unless specifically modified herein, the approved permitted uses and development standards of the original PUD shall remain in full force and effect.

IV. AMENDED DEVELOPMENT STANDARDS

- A. Within Section III. Development Standards, the following is the revised standard for “Minimum Dwelling Size”:

“Minimum Dwelling Size: 1,550 SF”

- B. The following paragraph is added to the end of Section IV.F. Platting and Site Plan Requirements:

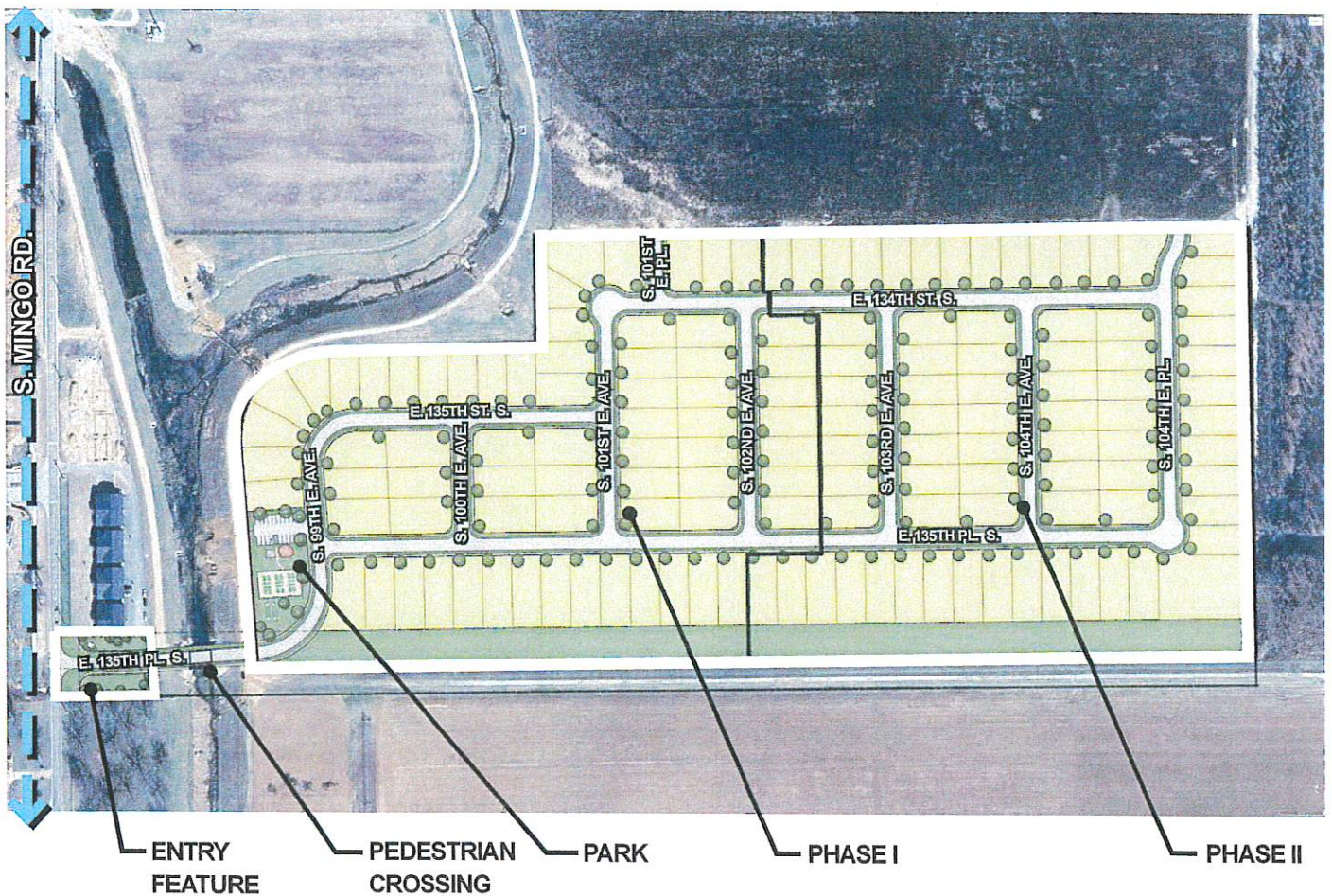
“The first phase shall include a 0.76-acre neighborhood park with playground and offstreet parking area, to initially include pickleball courts, permanent concrete cornhole boards, and shade structures, and a landscaped entry shall be constructed at the Mingo Road entrance, all in substantial conformance to that represented on Exhibits I and J.”

- C. The following Exhibit B has been updated and Exhibits I and J are added to the PUD.

135TH & MINGO

EXHIBIT B

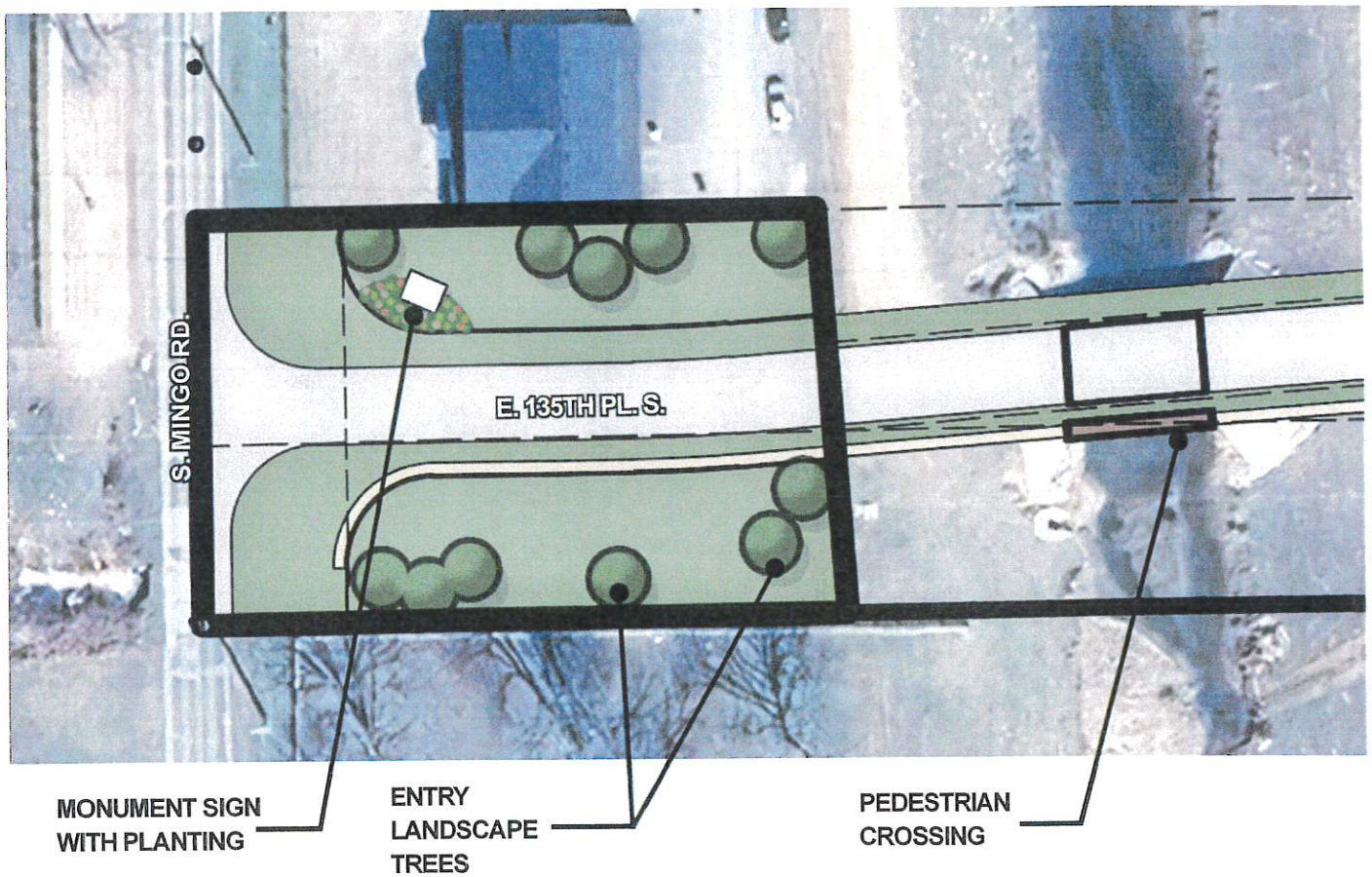
CONCEPTUAL SITE PLAN
CONCEPTUAL LAYOUT DATED JULY 2, 2024



135TH & MINGO

EXHIBIT I

ENTRANCE ENLARGEMENT
CONCEPTUAL LAYOUT DATED JULY 2, 2024



135TH & MINGO

EXHIBIT J

PARK ENLARGEMENT
CONCEPTUAL LAYOUT DATED JULY 2, 2024

