

# Bixby Technical Advisory Committee Meeting Agenda



Bixby Municipal Building  
Conference Room  
113 W Dawes Avenue, Bixby, Oklahoma



Wednesday, June 4, 2025 | 10:00 A.M.

## Technical Advisory Committee Members

David Segala - A.E.P.-P.S.O.	Matt Foreman – Cox
Jody Chester - A.E.P.-P.S.O.	Christopher Long - Cox R.O.W. Agent
Aaron Smith - A.E.P.-P.S.O.	Marty Lademan - Creek County R.W.D. #2
Brett Ashlock - A.T.&T.	Cynthia Hubbell - Creek County R.W.D. #2
Kevin Bender - A.T.&T.	Katherine Russell - East Central Electric
Kevin Wingard - SDT	Ron Wolfe - East Central Electric (E.C.E.)
Richard Gann - B.T.C. Broadband	Caleb Brennecke – East Central Electric
Tony Gonzalez - B.T.C. Broadband	Michael Beardsley – East Central Electric
Susan Bevard - B.T.C. Broadband	Jeremy Hendrickson – ecoLINK
Chad Jones - B.T.C. Broadband	Rick McElhannon – ecoLINK
Scott Lowry – B.T.C. Broadband	Steve Whitehouse - O.G. & E.
Woody Lowry - B.T.C. Broadband	Dewayne Perry - O.G. & E.
Rob Miller -Bixby Public Schools	Keith Melson - O.G. & E.
Lydia Wilson - Bixby Public Schools	Quan Tran – O.G. & E.
Bea Aamodt - Bixby Public Works Director	Brandon Rainbolt - O.N.G.
Jim Harges, Construction Manager	Chandler Eidson - O.N.G.
Joey Wiedel – Interim City Manager	Patrick Stone – O.N.G.
Gwen Plante – Project Manager	Bryant Cox – O.N.G.
Heath Wright - Bixby Utilities & Water	Kris Mendoza – O.N.G.
Joe Sherrell - Bixby Fire Chief	Jeff Briggs – O.N.G.
Nicholas Flanary - Bixby Fire Marshal	Kym Cude – O.N.G.
Ryan King – Assistant Fire Marshal	Shannon Clemente –O.N.G.
Gladys Gill – City Planner I	Chance Marshall - O.N.G.
Justin Rich - Cox	Chris Stobaugh - U.S.P.S. Bixby
Loyda Mercado - Cox	Aaron Grodi - Windstream
Kadi Calfy – Cox	Joel Ostrenga - Windstream

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## Call to Order

## Introductions

## Approval of Minutes

1. Review and approve minutes for the TAC meeting dated May 7, 2025.

## Items to be Considered and Discussed

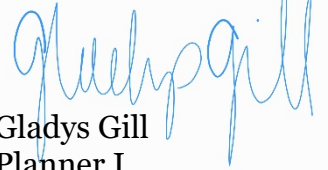
1. Discussion and review of the Preliminary Plat for Legends Reserve, 8.57 acres +/-, 27 lots in 3 blocks with 4 reserve areas for residential development.

2. Discussion and review of the Preliminary Plat for Bixby Business Park (Abby's Business Park), 20.04 acres +/-, 3 lots in 1 block.
3. Discussion and review of the Preliminary Plat for 141<sup>st</sup> and Lewis, 44.89 acres +/-, 149 lots in 12 blocks with 3 reserve areas for residential development.
4. Discussion and review of Final Plat for The Reserve at Cedar Ridge, 32.312 acres +/-, 30 lots in 4 blocks with 5 reserve areas for residential development.
5. Discussion and review of variance to allow the construction of a pool within the utility easement at the rear of 14410 S Gary Ave, Bixby, OK 74008.

## Adjournment

This Notice and Agenda were posted on the bulletin board on or before 10:00 a.m., June 3, 2025, at the Bixby Municipal Building located at 111 N Cabaniss Ave, Bixby, Oklahoma.

Respectfully submitted,



Gladys Gill  
Planner I

**Persons who require a special accommodation to participate in this meeting should contact Shannon Duran, City Clerk, 111 North Cabaniss Ave Bixby, Oklahoma, 918-366-4430, or email [SDuran@bixbyok.gov](mailto:SDuran@bixbyok.gov) as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunications Device for the Deaf (T.D.D.) may contact Oklahoma Relay at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.**

# **Bixby Technical Advisory Committee Meeting Minutes**

## **Conference Room**

**Dawes Building, 113 W Dawes Avenue, Bixby, Oklahoma**

**Wednesday, May 7, 2025 | 10:00 A.M.**

### **Technical Advisory Committee Members**

#### **Members Present**

Gwen Plante, City of Bixby  
Donna Crawford, City of Bixby Consultant  
Richard Gann, BTC  
Brett Ashlock, AT&T  
Gladys Gill, City of Bixby

#### **Others Present**

Kurt A. Preston, Resident

### **Call to Order**

- Gladys Gill, City of Bixby, called the meeting to order at 10:05 A.M.

### **Introductions**

- All members present proceeded to introduce themselves.

### **Approval of Minutes**

- 1. Consider and approve the minutes of the Technical Advisory Committee meeting dated April 2<sup>nd</sup>, 2025.**
- Gladys Gill requested a motion to approve the minutes from the Technical Advisory Committee meeting held on April 2<sup>nd</sup>, 2025. Richard Gann from BTC made the motion to approve the minutes, and Gwen Plante seconded it.

Aye: All

Nay: None

*Motion Carried*

### **Project Discussions**

- 1. Easement Closure for 7225 E 112th Pl S, Bixby, Oklahoma; Lot 26, Block 1 of Woodcreek.**
- Gladys Gill, representing the City of Bixby, introduced Item 1 and invited any utility representatives to provide comments. No comments were given by any utility companies present or staff. No further discussions were held on item 1.

### **New Business**

- No new business to discuss

### **Adjournment**

The meeting was adjourned at 10:08 AM.

**Subdivision Statistics**

SUBDIVISION CONTAINS TWENTY-SEVEN (27) LOTS IN THREE (3) BLOCKS AND FOUR (4) RESERVE AREAS.

GROSS SUBDIVISION AREA: 373,218.69 SF / 8.57 ACRES

**Basis of Bearings**

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83). MEASUREMENTS SHOWN ARE GRID DISTANCES IN U.S. SURVEY FEET.

**Monumentation**

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

**Benchmark**

ADS STATION 509 - 5/8" REBAR WITH ALUMINUM CAP  
N: 429293.418, E: 2594905.585, ELEV.: 627.84' NAVD88

**Addresses**

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

**Legend**

B/L - BUILDING SETBACK LINE  
IPF - IRON PIN FOUND  
IPS - IRON PIN SET  
L.N.A. - LIMITS OF NO ACCESS  
OD/E - OVERLAND DRAINAGE EASEMENT  
U/E - UTILITY EASEMENT

**Owner / Developer**

DH & RB PROPERTIES  
219 NORTH ARMSTRONG  
BIXBY, OKLAHOMA 74008  
PHONE: (918) 955-1555  
DAN HOLCOMB

**Surveyor**

FRITZ LAND SURVEYING, LLC  
524 E. MAIN ST  
JENKS, OKLAHOMA 74037  
PHONE: (918) 528-5121  
EMAIL: fritzlandsurveying@gmail.com  
C.A. # 5848 EXPIRES: 6-30-2026

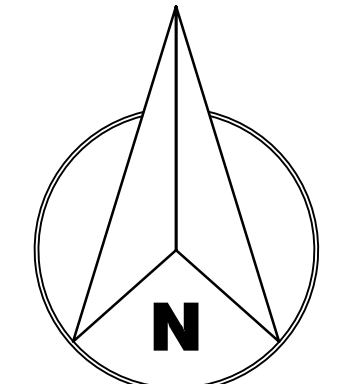
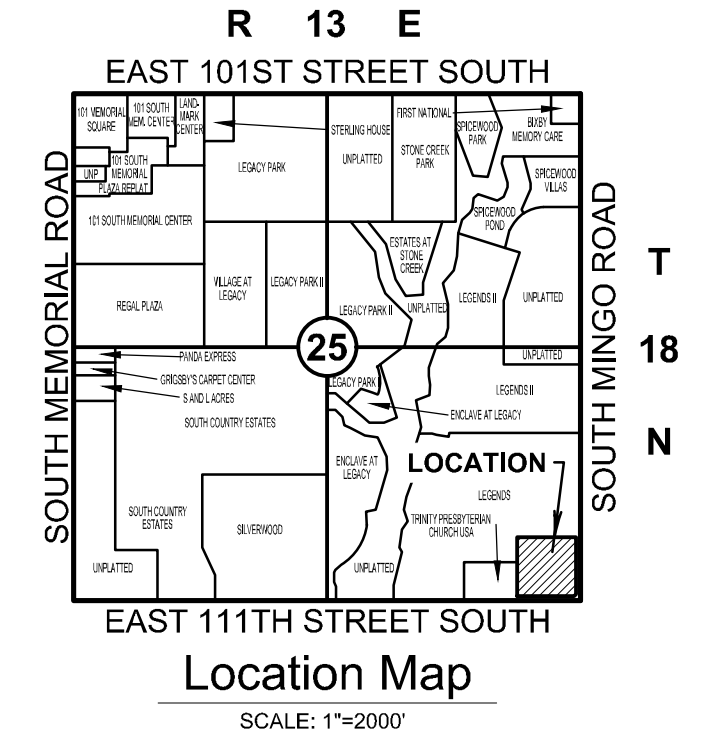
**Engineer**

ENGINEERED BY DESIGN, PLLC  
10700 MYERS LN  
CHOCTAW, OKLAHOMA 73020  
PHONE: (405) 234-0980  
EMAIL: ahale@engineeredbydesign.pro  
C.A. # 7655 EXPIRES: 6-30-2026

**BXPUD-24.09**

**Legends Reserve**

A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA.



Scale: 1" = 50  
0 25 50 100

**PRELIMINARY PLAT**

**Lot Area & Address Table**

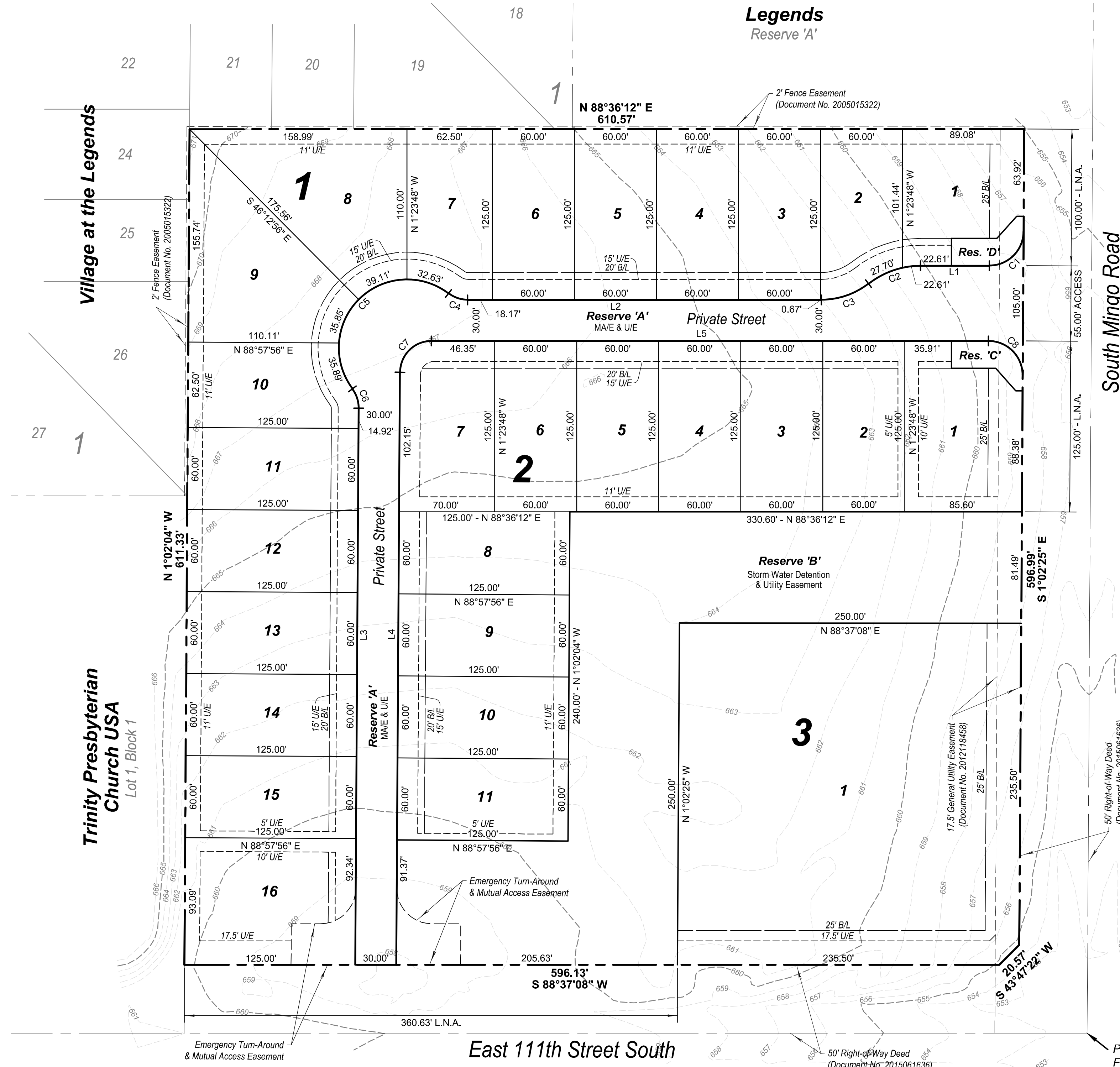
BLOCK	LOT	STREET ADDRESS	LOT AREA (SF)
1	1	XXXXXX	7,633.16
	2		6,901.49
	3		7,500.00
	4		7,500.00
	5		7,500.00
	6		7,500.00
	7		7,435.35
	8		11,741.54
	9		11,383.24
	10		7,386.63
	11		7,500.00
	12		7,500.00
	13		7,500.00
	14		7,500.00
	15		7,500.00
	16		10,036.49
2	1		9,499.44
	2		7,500.00
	3		7,500.00
	4		7,500.00
	5		7,500.00
	6		7,500.00
	7		8,588.75
	8		7,500.00
	9		7,500.00
	10		7,500.00
	11		7,500.00
RES	A		36,041.61
	B		56,942.58
	C		1,111.92
	D		1,118.06

**Line Table**

LINE	BEARING	DISTANCE
L1	N 88°36'12" E	50.31'
L2	N 88°36'12" E	258.84'
L3	N 01°02'04" W	407.25'
L4	S 01°02'04" E	433.51'
L5	S 88°36'12" W	407.54'

**Curve Table**

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.11'	25.00'	89°38'37.00"	N 43°46'53" E	35.25'
C2	41.11'	62.00'	37°59'18.17"	S 69°36'33" W	40.36'
C3	37.13'	56.00'	37°59'18.17"	N 69°36'33" E	36.45'
C4	15.01'	23.00'	37°23'24.02"	S 72°42'06" E	14.74'
C5	143.48'	50.00'	184°25'04.05"	S 43°47'04" W	99.08'
C6	15.01'	23.00'	37°23'24.02"	N 19°43'46" W	14.74'
C7	35.98'	23.00'	89°38'16.00"	S 43°47'04" W	32.42'
C8	39.43'	25.00'	90°21'23.00"	N 46°13'07" W	35.47'



STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS

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

DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY \_\_\_\_\_



**LEGENDS RESERVE**

PLANNED UNIT DEVELOPMENT: BXPUD-24.09 ("PUD")

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

DH & RB PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER TOGETHER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE/4 OF SAID SECTION 25; THENCE SOUTH 88°37'08" WEST ALONG THE SOUTH LINE THEREOF 64.50 FEET; THENCE NORTH 01°02'16" WEST AND PARALLEL WITH THE EAST LINE THEREOF 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 11th STREET AND THE POINT OF BEGINNING; THENCE SOUTH 88°37'08" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF E. 11th ST. S.A DISTANCE OF 596.13 FEET TO THE SOUTHEAST CORNER OF RESERVE 'A', TRINITY PRESBYTERIAN CHURCH USA, PLAT NO. 5793; THENCE NORTH 01°02'04" WEST ALONG THE EAST LINE THEREOF 611.33 FEET TO THE SOUTHWEST CORNER OF LOT 21, BLOCK 1, VILLAGE AT THE LEGENDS, PLAT NO. 6083; THENCE NORTH 88°36'12" EAST ALONG THE SOUTH LINE THEREOF AND ALONG THE SOUTH LINE OF RESERVE "A", LEGENDS, PLAT NO. 6082 A DISTANCE OF 610.60 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH MINGO ROAD; THENCE SOUTH 01°02'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE 596.99 FEET; THENCE SOUTH 43°47'22" WEST ALONG THE RIGHT-OF-WAY LINE 20.57 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 373,226.7 SQ. FEET OR 8.57 ACRES. BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83)

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

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

**SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES**

**A. GENERAL UTILITY EASEMENTS**

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

**B. UNDERGROUND SERVICE**

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

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

- 1. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR RESPECTIVE LOTS AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.
- 2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
- 3. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.
- 4. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.
- 5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND LOT OWNERS AGREE TO BE BOUND HEREBY.

**D. GAS SERVICE**

- 1. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES.
- 2. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

- 3. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OF NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
- 4. ONG'S EASEMENT(S) RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ REMAIN IN FULL FORCE AND EFFECT. ONG'S EASEMENT(S) PRE-DATE THE RIGHT-OF-WAY DEDICATION IN THIS PLAT AND MAY PROHIBIT OR LIMIT CERTAIN USES OF ONG'S RIGHT-OF-WAY, INCLUDING PAVING, OTHER UTILITY LINES, AND PERMANENT STRUCTURES, WITHOUT ONG'S PRIOR WRITTEN CONSENT.
- 5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

**E. OVERLAND DRAINAGE EASEMENT**

- 1. THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE 'B' (HEREINAFTER REFERRED TO AS THE "OVERLAND DRAINAGE EASEMENT AREAS") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
- 2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.
- 3. DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
  - a. THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
  - b. THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
- 4. IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORM WATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE ASSOCIATION.
- 5. IN THE EVENT THE ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BIXBY, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PRO RATA SHARE OF THE COSTS.
- 6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

**F. STORM WATER DETENTION**

- 1. THE OWNER/DEVELOPER DOES HEREBY GRANT TO THE CITY OF BIXBY, OKLAHOMA OR ITS SUCCESSORS, A PERPETUAL STORM WATER DETENTION EASEMENT ON, OVER AND ACROSS RESERVE 'B' FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS, RESERVE AREAS AND PRIVATE STREETS WITHIN THE SUBDIVISION, AND FROM AREAS OF HIGHER ELEVATION OUTSIDE THE SUBDIVISION.
- 2. STORM WATER DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE STORM WATER DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.
- 3. STORM WATER DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION (TO BE FORMED PURSUANT TO SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND STORM WATER DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
  - a. THE STORM WATER DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
  - b. THE STORM WATER DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
- 4. IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE STORM WATER DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORM WATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE ASSOCIATION.
- 5. IN THE EVENT THE ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BIXBY, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PRO RATA SHARE OF THE COSTS.
- 6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

**G. SURFACE DRAINAGE AND LOT GRADING RESTRICTION**

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

**H. LIMITS OF NO ACCESS**

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT. THE L.N.A. MAY BE AMENDED OR RELEASED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. THE L.N.A. ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

**I. PAVING AND LANDSCAPING WITHIN EASEMENTS**

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

**J. RESERVE 'A'**

RESERVE 'A' IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A MUTUAL ACCESS EASEMENT, UTILITY EASEMENT, OPEN SPACE, LANDSCAPING, SCREENING FENCES AND WALLS, ENTRY FEATURES INCLUDING GATES AND KEYPAD ENTRY, AND SUBDIVISION IDENTIFICATION SIGNS FOR THE USE, BENEFIT AND ENJOYMENT OF THE LOT OWNERS OF LEGENDS RESERVE.

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

THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

THESE AREAS ARE ALSO RESERVED FOR SUBSEQUENT CONVEYANCE TO THE LEGENDS RESERVE HOMEOWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN THE LEGENDS RESERVE DEVELOPMENT COMMUNITY AS SET FORTH WITHIN SECTION IV HEREOF.

**K. RESERVE 'B'**

THE USE OF RESERVE 'A' SHALL BE LIMITED TO USE AS STORM WATER DETENTION, OVERLAND DRAINAGE EASEMENT, UTILITY EASEMENT, MAINTENANCE ACCESS, OPEN SPACE, SIDEWALKS, JOGGING TRAILS, AND LANDSCAPING AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

**L. RESERVE 'C' AND 'D'**

THE USE OF RESERVE 'C' AND 'D' SHALL BE LIMITED TO USE AS UTILITY EASEMENTS, LANDSCAPING, SCREENING FENCES AND WALLS, ENTRY FEATURES INCLUDING GATES, AND SUBDIVISION IDENTIFICATION SIGNS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

**M. LOT SALES**

NO LOT CREATED BY THIS PLAT SHALL BE SOLD, TRANSFERRED OR OTHERWISE RELINQUISHED BY THE OWNER/DEVELOPER UNTIL THE INFRASTRUCTURE AND DEVELOPMENT REQUIREMENTS LISTED AND DESCRIBED IN THIS SECTION I HAVE BEEN COMPLETED.

**SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS**

WHEREAS, LEGENDS RESERVE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS BXPUD-24.09) AS PROVIDED WITHIN THE PROVISIONS OF THE BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS (PUDS), AND

WHEREAS, BXPUD-24.09 WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON \_\_\_\_\_, 2024 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, ON \_\_\_\_\_, 2025 THE IMPLEMENTING ORDINANCE NO. \_\_\_\_\_ BEING ADOPTED AND PUBLISHED ON \_\_\_\_\_, 2025, AND

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

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

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

**DEVELOPMENT AREA A - COMMERCIAL**

NET LOT AREA: 62,396 SF (1.43 AC)

**PERMITTED USES:**

- USE UNIT 1: AREAWIDE USES
- USE UNIT 4: PUBLIC PROTECTION AND UTILITY FACILITIES
- USE UNIT 5: COMMUNITY SERVICES AND SIMILAR USES
- USE UNIT 10: OFF STREET PARKING AREAS
- USE UNIT 11: OFFICES AND STUDIOS
- USE UNIT 12. ENTERTAINMENT ESTABLISHMENTS AND EATING ESTABLISHMENTS OTHER THAN DRIVE-INS
- USE UNIT 13: CONVENIENCE GOODS AND SERVICES
- USE UNIT 14: SHOPPING GOODS AND SERVICES
- USE UNIT 19: HOTEL, MOTEL, AND RECREATION FACILITIES
- USE UNIT 4.4.60: OFF-STREET PARKING: PERSONAL VEHICLE STORAGE

**EXCLUDED USES:**

- MEDICAL MARIJUANA DISPENSARIES WITHIN USE UNIT 13
- ALL USES CLASSIFIED AS SEXUALLY ORIENTED BUSINESS (AS DEFINED BY ZONING CODE SECTION 11-7D-6)

MAXIMUM FLOOR AREA RATIO:	0.75
MAXIMUM FLOOR AREA:	46,797 SF
MAXIMUM BUILDING HEIGHT:	2 STORIES OR 40 FEET
MINIMUM ARTERIAL STREET FRONTAGE (PUD):	150 FEET
MINIMUM BUILDING SETBACKS:	
FROM ARTERIAL STREET RIGHT-OF-WAY (PUD):	25 FEET
FROM ABUTTING RESIDENTIAL DISTRICT (PUD):	10 FEET

**DEVELOPMENT AREA B - RESIDENTIAL**

NET LOT AREA: 310,913 SF (7.14 AC)

**PERMITTED USES:**

- USE UNIT 1: AREAWIDE USES
- USE UNIT 5: COMMON AREA FACILITIES (I.E. COMMUNITY PARK, PLAYGROUND, ETC.)
- USE UNIT 6: SINGLE-FAMILY DWELLINGS

MAXIMUM NUMBER OF DWELLING UNITS:	27
MINIMUM LOT WIDTH:	60
MINIMUM LOT AREA:	7,500 SF
MINIMUM LAND AREA PER DWELLING UNIT:	8,400 SF
MAXIMUM BUILDING HEIGHT:	2 STORIES OR 35 FEET

**PRELIMINARY  
PLAT**

MINIMUM BUILDING SETBACKS:

FROM ARTERIAL STREET RIGHT-OF-WAY: 25 FEET

FRONT YARD FROM PRIVATE STREET RESERVE AREA: 20 FEET

REAR YARD: 20 FEET

INTERIOR SIDE YARD: 5 FEET

SIDE YARD ABUTTING A PRIVATE STREET RESERVE AREA: 5 FEET

MINIMUM DWELLING SIZE: 2,200 SF

**GENERAL PROVISIONS**

LANDSCAPING & SCREENING:  
ALONG THE WESTERN AND NORTHERN BOUNDARIES OF DEVELOPMENT AREA A, WHERE ABUTTING RESIDENTIAL LOTS, AN 8-FOOT, MASONRY SCREENING FENCE WILL BE PLACED ON THE ZONING LINE BETWEEN COMMERCIAL AND RESIDENTIAL IN COMPLIANCE WITH THE BIXBY ZONING CODE.

RESIDENTIAL BUILDING MATERIALS:  
THE EXTERIOR WALLS OF THE FIRST FLOOR (UP TO THE TOP OF THE FIRST-FLOOR PLATE LINE) OF A DWELLING SHALL BE 100% MASONRY OR STONE, PROVIDED THAT THE AREA OF ALL WINDOWS, DOORS, OTHER OPENINGS, AND COVERED PORCHES LOCATED ON SAID EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS. ALLOWED EXTERIOR MATERIALS INCLUDE BRICK, ROCK, STUCCO, AND STONE.

SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS:

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

DEFINITIONS:

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION II, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE BIXBY ZONING CODE AS THE SAME EXISTED ON \_\_\_\_\_, 2025.

**SECTION III. HOMEOWNERS' ASSOCIATION**

A. FORMATION OF HOMEOWNERS' ASSOCIATION

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

B. MEMBERSHIP

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

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE EXPENSES RELATED TO THE IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS, ALL AS MORE PARTICULARLY PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LEGENDS RESERVE, BLOCKS 7-9 AND THE BYLAWS OF THE ASSOCIATION, AND IN LATER DEVELOPED LOTS IN THE PUD, THESE IMPROVEMENT AND MAINTENANCE EXPENSES SHALL BE SHARED IN THE FUTURE ON A PRORATA BASIS WITH OTHER LATER DEVELOPED LOTS IN THE PUD AS THEY ARE PLATTED AND CONVEYED.

D. LIMITATION ON ASSESSMENTS

NOTWITHSTANDING THE FOREGOING, THE EXPENSES BORNE BY EACH LOT SHALL BE NO GREATER THAN OTHER PLATTED SUBDIVISIONS IN THE TULSA SMSA (STANDARD METROPOLITAN STATISTICAL AREA) WITH SIMILAR COMMON AREAS AND AMENITIES ("NORMAL DUES"), UNTIL THE MAJORITY OF LOTS IN THE PUD ARE SOLD, ANY ADDITIONAL EXPENSES INCURRED BEYOND THE TOTAL OF THE NORMAL DUES FROM SOLD LOTS WILL BE BORNE BY THE DEVELOPER. DURING SUCH TIME AS THE DEVELOPER IS STILL CONTRIBUTING TO THE MAINTENANCE EXPENSES, THEY SHALL HAVE THE RIGHT TO PROVIDE FOR THE ONGOING MAINTENANCE.

**SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

A. ENFORCEMENT

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

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING THE PRIVATE COVENANTS CONTAINED WITHIN SECTION II, SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO EXPUD-18-10 MA3 BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III. PRIVATE COVENANTS 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 OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS

OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, DH & RB PROPERTIES, LLC., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

DH & RB PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
DAN HOLCOMB, MANAGING MEMBER

STATE OF OKLAHOMA )  
) SS.  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED DAN HOLCOMB, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS OPERATING MANAGER OF DH & RB PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

**CERTIFICATE OF SURVEY**

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "LEGENDS RESERVE", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

\_\_\_\_\_  
ANDY FRITZ  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1694



STATE OF OKLAHOMA )  
) SS.  
COUNTY OF TULSA )

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

\_\_\_\_\_  
JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2026

MY COMMISSION NUMBER: 14005589



**PRELIMINARY  
PLAT**



**Subdivision Statistics**

SUBDIVISION CONTAINS TWENTY-SEVEN (27) LOTS IN THREE (3) BLOCKS AND FOUR (4) RESERVE AREAS.

GROSS SUBDIVISION AREA: 373,218.69 SF / 8.57 ACRES

**Basis of Bearings**

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83). MEASUREMENTS SHOWN ARE GRID DISTANCES IN U.S. SURVEY FEET.

**Monumentation**

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

**Benchmark**

ADS STATION 509 - 5/8" REBAR WITH ALUMINUM CAP  
N: 429293.418, E: 2594905.585, ELEV.: 627.84' NAVD88

**Addresses**

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

**Legend**

B/L - BUILDING SETBACK LINE  
IPF - IRON PIN FOUND  
IPS - IRON PIN SET  
L.N.A. - LIMITS OF NO ACCESS  
OD/E - OVERLAND DRAINAGE EASEMENT  
U/E - UTILITY EASEMENT

**Owner / Developer**

DH & RB PROPERTIES  
219 NORTH ARMSTRONG  
BIXBY, OKLAHOMA 74008  
PHONE: (918) 955-1555  
DAN HOLCOMB

**Surveyor**

FRITZ LAND SURVEYING, LLC  
524 E. MAIN ST  
JENKS, OKLAHOMA 74037  
PHONE: (918) 528-5121  
EMAIL: fritzlandsurveying@gmail.com  
C.A. # 5848 EXPIRES: 6-30-2026

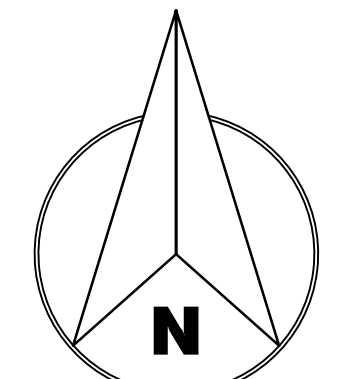
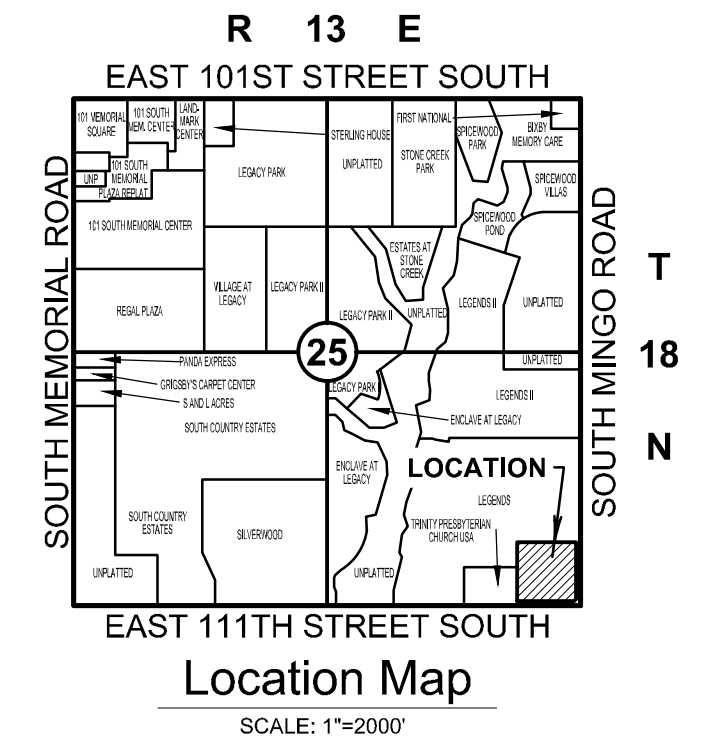
**Engineer**

ENGINEERED BY DESIGN, PLLC  
10700 MYERS LN  
CHOCTAW, OKLAHOMA 73020  
PHONE: (405) 234-0980  
EMAIL: ahale@engineeredbydesign.pro  
C.A. # 7655 EXPIRES: 6-30-2026

**BXPUD-24.09**

**Legends Reserve**

A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA.



Scale: 1" = 50'

**PRELIMINARY PLAT**

**Lot Area & Address Table**

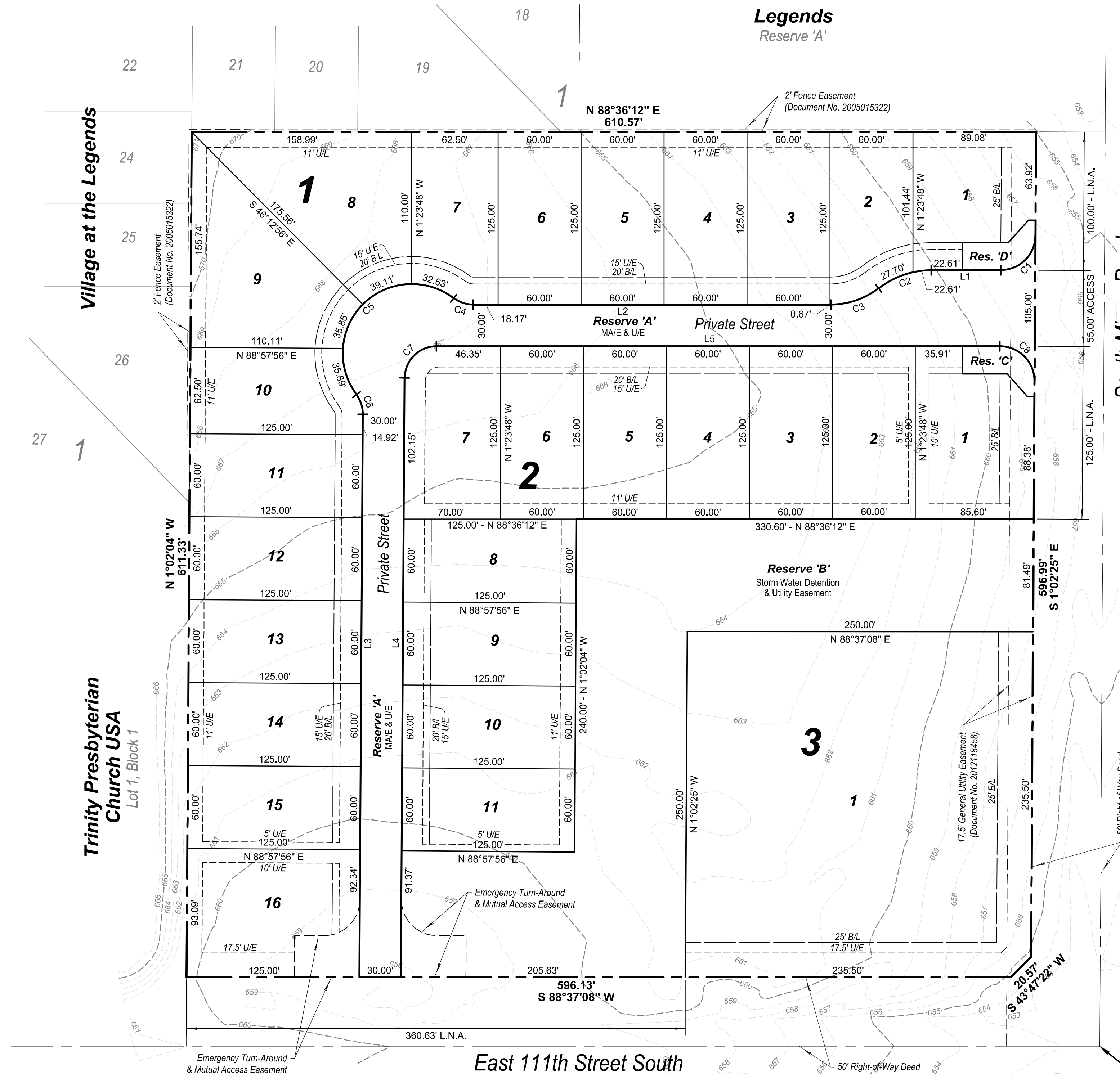
BLOCK	LOT	STREET ADDRESS	LOT AREA (SF)
1	1	XXXXXX	7,633.16
	2		6,901.49
	3		7,500.00
	4		7,500.00
	5		7,500.00
	6		7,500.00
	7		7,435.35
	8		11,741.54
	9		11,383.24
	10		7,386.63
	11		7,500.00
	12		7,500.00
	13		7,500.00
	14		7,500.00
	15		7,500.00
	16		10,036.49
2	1		9,499.44
	2		7,500.00
	3		7,500.00
	4		7,500.00
	5		7,500.00
	6		7,500.00
	7		8,588.75
	8		7,500.00
	9		7,500.00
	10		7,500.00
	11		7,500.00
RES	A		36,041.61
	B		56,942.58
	C		1,111.92
	D		1,118.06

**Line Table**

LINE	BEARING	DISTANCE
L1	N 88°36'12" E	50.31'
L2	N 88°36'12" E	258.84'
L3	N 01°02'04" W	407.25'
L4	S 01°02'04" E	433.51'
L5	S 88°36'12" W	407.54'

**Curve Table**

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.11'	25.00'	89°38'37.00"	N 43°46'53" E	35.25'
C2	41.11'	62.00'	37°59'18.17"	S 69°36'33" W	40.36'
C3	37.13'	56.00'	37°59'18.17"	N 69°36'33" E	36.45'
C4	15.01'	23.00'	37°23'24.02"	S 72°42'06" E	14.74'
C5	143.48'	50.00'	184°25'04.05"	S 43°47'04" W	99.08'
C6	15.01'	23.00'	37°23'24.02"	N 19°43'46" W	14.74'
C7	35.98'	23.00'	89°38'16.00"	S 43°47'04" W	32.42'
C8	39.43'	25.00'	90°21'23.00"	N 46°13'07" W	35.47'



STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS

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

DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY \_\_\_\_\_

COUNTY TREASURER STAMP

POINT OF COMMENC  
FOUND 3/8" I.P.  
w/ YELLOW CAP  
SE/C SE/4  
SEC. 25

**LEGENDS RESERVE**

PLANNED UNIT DEVELOPMENT: BXPUD-24.09 ("PUD")

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

DH & RB PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER TOGETHER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE/4 OF SAID SECTION 25; THENCE SOUTH 88°37'08" WEST ALONG THE SOUTH LINE THEREOF 64.50 FEET; THENCE NORTH 01°02'16" WEST AND PARALLEL WITH THE EAST LINE THEREOF 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 11th STREET AND THE POINT OF BEGINNING; THENCE SOUTH 88°37'08" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF E. 11th ST. S.A DISTANCE OF 596.13 FEET TO THE SOUTHEAST CORNER OF RESERVE 'A', TRINITY PRESBYTERIAN CHURCH USA, PLAT NO. 5793; THENCE NORTH 01°02'04" WEST ALONG THE EAST LINE THEREOF 611.33 FEET TO THE SOUTHWEST CORNER OF LOT 21, BLOCK 1, VILLAGE AT THE LEGENDS, PLAT NO. 6083; THENCE NORTH 88°36'12" EAST ALONG THE SOUTH LINE THEREOF AND ALONG THE SOUTH LINE OF RESERVE "A", LEGENDS, PLAT NO. 6082 A DISTANCE OF 610.60 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH MINGO ROAD; THENCE SOUTH 01°02'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE 596.99 FEET; THENCE SOUTH 43°47'22" WEST ALONG THE RIGHT-OF-WAY LINE 20.57 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 373,226.7 SQ. FEET OR 8.57 ACRES. BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83)

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

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

**SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES**

**A. GENERAL UTILITY EASEMENTS**

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

**B. UNDERGROUND SERVICE**

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

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

- 1. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR RESPECTIVE LOTS AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.
- 2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
- 3. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.
- 4. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.
- 5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND LOT OWNERS AGREE TO BE BOUND HEREBY.

**D. GAS SERVICE**

- 1. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES.
- 2. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

- 3. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OF NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
- 4. ONG'S EASEMENT(S) RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ REMAIN IN FULL FORCE AND EFFECT. ONG'S EASEMENT(S) PRE-DATE THE RIGHT-OF-WAY DEDICATION IN THIS PLAT AND MAY PROHIBIT OR LIMIT CERTAIN USES OF ONG'S RIGHT-OF-WAY, INCLUDING PAVING, OTHER UTILITY LINES, AND PERMANENT STRUCTURES, WITHOUT ONG'S PRIOR WRITTEN CONSENT.
- 5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

**E. OVERLAND DRAINAGE EASEMENT**

- 1. THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE 'B' (HEREINAFTER REFERRED TO AS THE "OVERLAND DRAINAGE EASEMENT AREAS") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
- 2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.
- 3. DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
  - a. THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
  - b. THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
- 4. IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORM WATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE ASSOCIATION.
- 5. IN THE EVENT THE ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BIXBY, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PRO RATA SHARE OF THE COSTS.
- 6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

**F. STORM WATER DETENTION**

- 1. THE OWNER/DEVELOPER DOES HEREBY GRANT TO THE CITY OF BIXBY, OKLAHOMA OR ITS SUCCESSORS, A PERPETUAL STORM WATER DETENTION EASEMENT ON, OVER AND ACROSS RESERVE 'B' FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS, RESERVE AREAS AND PRIVATE STREETS WITHIN THE SUBDIVISION, AND FROM AREAS OF HIGHER ELEVATION OUTSIDE THE SUBDIVISION.
- 2. STORM WATER DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE STORM WATER DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.
- 3. STORM WATER DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION (TO BE FORMED PURSUANT TO SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND STORM WATER DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
  - a. THE STORM WATER DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
  - b. THE STORM WATER DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
- 4. IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE STORM WATER DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORM WATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE ASSOCIATION.
- 5. IN THE EVENT THE ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BIXBY, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PRO RATA SHARE OF THE COSTS.
- 6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

**G. SURFACE DRAINAGE AND LOT GRADING RESTRICTION**

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

**H. LIMITS OF NO ACCESS**

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT. THE L.N.A. MAY BE AMENDED OR RELEASED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. THE L.N.A. ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

**I. PAVING AND LANDSCAPING WITHIN EASEMENTS**

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

**J. RESERVE 'A'**

RESERVE 'A' IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A MUTUAL ACCESS EASEMENT, UTILITY EASEMENT, OPEN SPACE, LANDSCAPING, SCREENING FENCES AND WALLS, ENTRY FEATURES INCLUDING GATES AND KEYPAD ENTRY, AND SUBDIVISION IDENTIFICATION SIGNS FOR THE USE, BENEFIT AND ENJOYMENT OF THE LOT OWNERS OF LEGENDS RESERVE.

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

THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

THESE AREAS ARE ALSO RESERVED FOR SUBSEQUENT CONVEYANCE TO THE LEGENDS RESERVE HOMEOWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN THE LEGENDS RESERVE DEVELOPMENT COMMUNITY AS SET FORTH WITHIN SECTION IV HEREOF.

**K. RESERVE 'B'**

THE USE OF RESERVE 'A' SHALL BE LIMITED TO USE AS STORM WATER DETENTION, OVERLAND DRAINAGE EASEMENT, UTILITY EASEMENT, MAINTENANCE ACCESS, OPEN SPACE, SIDEWALKS, JOGGING TRAILS, AND LANDSCAPING AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

**L. RESERVE 'C' AND 'D'**

THE USE OF RESERVE 'C' AND 'D' SHALL BE LIMITED TO USE AS UTILITY EASEMENTS, LANDSCAPING, SCREENING FENCES AND WALLS, ENTRY FEATURES INCLUDING GATES, AND SUBDIVISION IDENTIFICATION SIGNS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

**M. LOT SALES**

NO LOT CREATED BY THIS PLAT SHALL BE SOLD, TRANSFERRED OR OTHERWISE RELINQUISHED BY THE OWNER/DEVELOPER UNTIL THE INFRASTRUCTURE AND DEVELOPMENT REQUIREMENTS LISTED AND DESCRIBED IN THIS SECTION I HAVE BEEN COMPLETED.

**SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS**

WHEREAS, LEGENDS RESERVE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS BXPUD-24.09) AS PROVIDED WITHIN THE PROVISIONS OF THE BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS (PUDS), AND

WHEREAS, BXPUD-24.09 WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON \_\_\_\_\_, 2024 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, ON \_\_\_\_\_, 2025 THE IMPLEMENTING ORDINANCE NO. \_\_\_\_\_ BEING ADOPTED AND PUBLISHED ON \_\_\_\_\_, 2025, AND

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

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

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

**DEVELOPMENT AREA A - COMMERCIAL**

NET LOT AREA: 62,396 SF (1.43 AC)

**PERMITTED USES:**

- USE UNIT 1: AREAWIDE USES
- USE UNIT 4: PUBLIC PROTECTION AND UTILITY FACILITIES
- USE UNIT 5: COMMUNITY SERVICES AND SIMILAR USES
- USE UNIT 10: OFF STREET PARKING AREAS
- USE UNIT 11: OFFICES AND STUDIOS
- USE UNIT 12. ENTERTAINMENT ESTABLISHMENTS AND EATING ESTABLISHMENTS OTHER THAN DRIVE-INS
- USE UNIT 13: CONVENIENCE GOODS AND SERVICES
- USE UNIT 14: SHOPPING GOODS AND SERVICES
- USE UNIT 19: HOTEL, MOTEL, AND RECREATION FACILITIES
- USE UNIT 4.4.60: OFF-STREET PARKING: PERSONAL VEHICLE STORAGE

**EXCLUDED USES:**

- MEDICAL MARIJUANA DISPENSARIES WITHIN USE UNIT 13
- ALL USES CLASSIFIED AS SEXUALLY ORIENTED BUSINESS (AS DEFINED BY ZONING CODE SECTION 11-7D-6)

MAXIMUM FLOOR AREA RATIO:	0.75
MAXIMUM FLOOR AREA:	46,797 SF
MAXIMUM BUILDING HEIGHT:	2 STORIES OR 40 FEET
MINIMUM ARTERIAL STREET FRONTAGE (PUD):	150 FEET
MINIMUM BUILDING SETBACKS:	
FROM ARTERIAL STREET RIGHT-OF-WAY (PUD):	25 FEET
FROM ABUTTING RESIDENTIAL DISTRICT (PUD):	10 FEET

**DEVELOPMENT AREA B - RESIDENTIAL**

NET LOT AREA: 310,913 SF (7.14 AC)

**PERMITTED USES:**

- USE UNIT 1: AREAWIDE USES
- USE UNIT 5: COMMON AREA FACILITIES (I.E. COMMUNITY PARK, PLAYGROUND, ETC.)
- USE UNIT 6: SINGLE-FAMILY DWELLINGS

MAXIMUM NUMBER OF DWELLING UNITS:	27
MINIMUM LOT WIDTH:	60
MINIMUM LOT AREA:	7,500 SF
MINIMUM LAND AREA PER DWELLING UNIT:	8,400 SF
MAXIMUM BUILDING HEIGHT:	2 STORIES OR 35 FEET

**PRELIMINARY  
PLAT**

MINIMUM BUILDING SETBACKS:

FROM ARTERIAL STREET RIGHT-OF-WAY: 25 FEET

FRONT YARD FROM PRIVATE STREET RESERVE AREA: 20 FEET

REAR YARD: 20 FEET

INTERIOR SIDE YARD: 5 FEET

SIDE YARD ABUTTING A PRIVATE STREET RESERVE AREA: 5 FEET

MINIMUM DWELLING SIZE: 2,200 SF

**GENERAL PROVISIONS**

LANDSCAPING & SCREENING:  
ALONG THE WESTERN AND NORTHERN BOUNDARIES OF DEVELOPMENT AREA A, WHERE ABUTTING RESIDENTIAL LOTS, AN 8-FOOT, MASONRY SCREENING FENCE WILL BE PLACED ON THE ZONING LINE BETWEEN COMMERCIAL AND RESIDENTIAL IN COMPLIANCE WITH THE BIXBY ZONING CODE.

RESIDENTIAL BUILDING MATERIALS:  
THE EXTERIOR WALLS OF THE FIRST FLOOR (UP TO THE TOP OF THE FIRST-FLOOR PLATE LINE) OF A DWELLING SHALL BE 100% MASONRY OR STONE, PROVIDED THAT THE AREA OF ALL WINDOWS, DOORS, OTHER OPENINGS, AND COVERED PORCHES LOCATED ON SAID EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS. ALLOWED EXTERIOR MATERIALS INCLUDE BRICK, ROCK, STUCCO, AND STONE.

SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS:

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

DEFINITIONS:

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION II, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE BIXBY ZONING CODE AS THE SAME EXISTED ON \_\_\_\_\_, 2025.

**SECTION III. HOMEOWNERS' ASSOCIATION**

A. FORMATION OF HOMEOWNERS' ASSOCIATION

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

B. MEMBERSHIP

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

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE EXPENSES RELATED TO THE IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS, ALL AS MORE PARTICULARLY PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LEGENDS RESERVE, BLOCKS 7-9 AND THE BYLAWS OF THE ASSOCIATION, AND IN LATER DEVELOPED LOTS IN THE PUD, THESE IMPROVEMENT AND MAINTENANCE EXPENSES SHALL BE SHARED IN THE FUTURE ON A PRORATA BASIS WITH OTHER LATER DEVELOPED LOTS IN THE PUD AS THEY ARE PLATTED AND CONVEYED.

D. LIMITATION ON ASSESSMENTS

NOTWITHSTANDING THE FOREGOING, THE EXPENSES BORNE BY EACH LOT SHALL BE NO GREATER THAN OTHER PLATTED SUBDIVISIONS IN THE TULSA SMSA (STANDARD METROPOLITAN STATISTICAL AREA) WITH SIMILAR COMMON AREAS AND AMENITIES ("NORMAL DUES"), UNTIL THE MAJORITY OF LOTS IN THE PUD ARE SOLD, ANY ADDITIONAL EXPENSES INCURRED BEYOND THE TOTAL OF THE NORMAL DUES FROM SOLD LOTS WILL BE BORNE BY THE DEVELOPER. DURING SUCH TIME AS THE DEVELOPER IS STILL CONTRIBUTING TO THE MAINTENANCE EXPENSES, THEY SHALL HAVE THE RIGHT TO PROVIDE FOR THE ONGOING MAINTENANCE.

**SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

A. ENFORCEMENT

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

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING THE PRIVATE COVENANTS CONTAINED WITHIN SECTION II, SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO EXPUD-18-10 MA3 BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III. PRIVATE COVENANTS 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 OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS

OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, DH & RB PROPERTIES, LLC., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

DH & RB PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
DAN HOLCOMB, MANAGING MEMBER

STATE OF OKLAHOMA )  
) SS.  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED DAN HOLCOMB, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS OPERATING MANAGER OF DH & RB PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

**CERTIFICATE OF SURVEY**

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "LEGENDS RESERVE", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

\_\_\_\_\_  
ANDY FRITZ  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1694



STATE OF OKLAHOMA )  
) SS.  
COUNTY OF TULSA )

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

\_\_\_\_\_  
JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2026

MY COMMISSION NUMBER: 14005589



**PRELIMINARY  
PLAT**

# Preliminary Plat

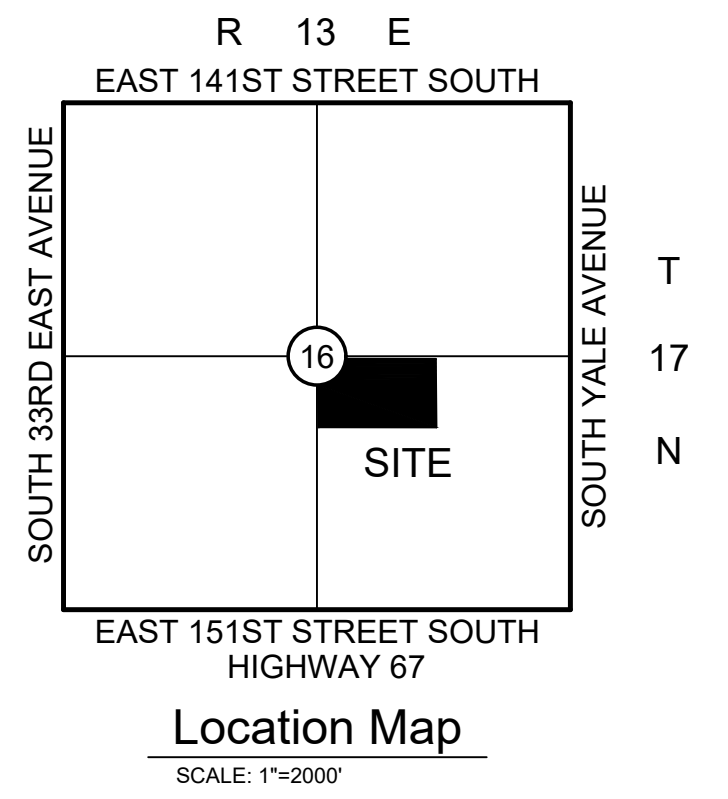
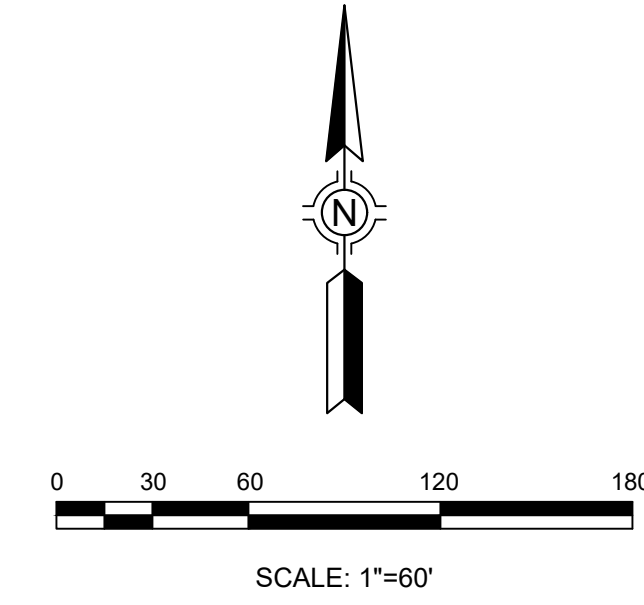
# Bixby Business Park

A SUBDIVISION OF PART OF LOT THREE (3), BLOCK ONE (1), SITRIN CENTER ADDITION IN SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

**P.U.D. NO. 12**

Owner/Developer:  
**Bixby Business Park, LLC**  
 An Oklahoma Limited Liability Company  
 1235 N. Birch Ave.  
 Broken Arrow, OK 74012  
 Phone: (918) 230-0074  
 Contact: Mr. Abdul Salam Ahlou, General Partner

Engineer/Surveyor:  
**Sisemore & Associates, Inc.**  
 Certificate of Authorization No. 2421 Exp. June 30, 2025  
 6660 S. Sheridan, Suite 210  
 Tulsa, Oklahoma 74133  
 Phone: (918) 665-3600  
 E-mail: dpalinskee@sw-assoc.com



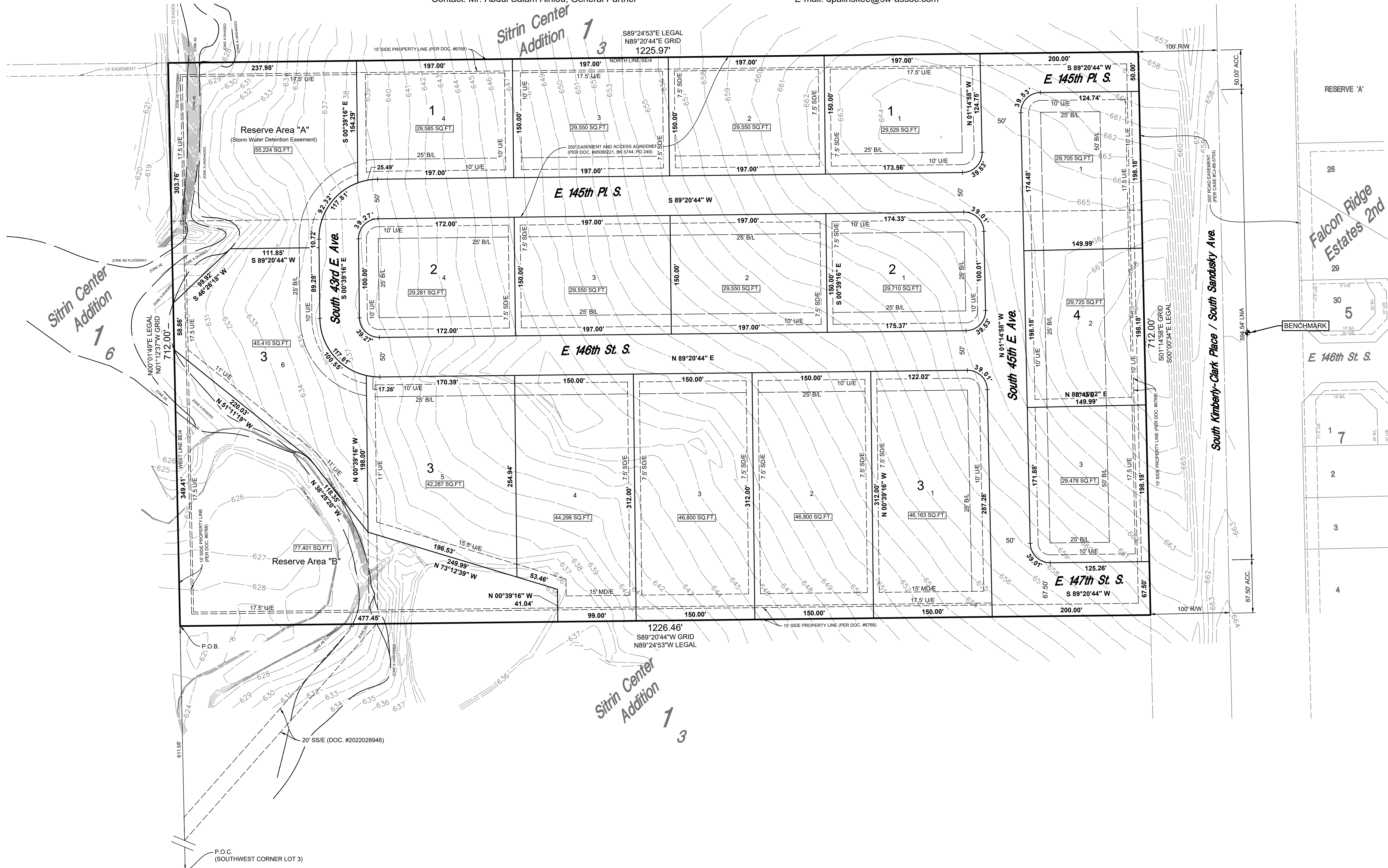
**Subdivision Statistics:**  
 SUBDIVISION CONTAINS SEVENTEEN (17) LOTS IN FIVE (5) BLOCKS AND TWO (2) RESERVE AREAS  
 RESERVE AREA "A" CONTAINS 1.27 ACRES (55,224 SF)  
 RESERVE AREA "B" CONTAINS 1.78 ACRES (77,401 SF)  
 SUBDIVISION CONTAINS 20.04 TOTAL ACRES (873,065 SF)

- Legend:**
- U/E = UTILITY EASEMENT
  - B/L = BUILDING SETBACK LINE
  - M/D/E = MUTUAL DRAINAGE EASEMENT
  - O/D/E = OVERLAND DRAINAGE EASEMENT
  - S/D/E = STORM SEWER EASEMENT
  - S/S/E = SANITARY SEWER EASEMENT
  - L/E = LANDSCAPE EASEMENT
  - R/W = RIGHT-OF-WAY
  - ACC = ACCESS
  - LNA = LIMITS OF NO ACCESS
  - P.O.B. = POINT OF BEGINNING
  - P.O.C. = POINT OF COMMENCEMENT
  - FND = FOUND
  - IP = IRON PIN
  - CB = CHORD BEARING
  - CL = CHORD LENGTH
  - L = LENGTH
  - R = RADIIUS
  - BK. = BOOK
  - PG. = PAGE
  - SEC. = SECTION

**Monumentation:**  
 3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

**Basis of Bearing:**  
 BEARINGS SHOWN HEREON ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501

**Benchmark:**  
 CHISELED "BOX" IN CONCRETE LOCATED EAST SIDE OF S. KIMBERLY-CLARK PLACE AND NORTH OF E. 146TH STREET S. NAVD 1988 DATUM ELEVATION=661.71



# Preliminary Plat

# Bixby Business Park

A SUBDIVISION OF PART OF LOT THREE (3), BLOCK ONE (1), SITRIN CENTER ADDITION IN SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

## P.U.D. NO. 12

### Deed of Dedication Bixby Business Park

KNOW ALL BY THESE PRESENTS:

DUNHILL PROPERTIES RENTAL, LLC, AN OKLAHOMA CORPORATION, HERINAFTER 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 LOCATED IN PART OF LOT THREE (3), BLOCK ONE (1), SITRIN CENTER ADDITION, AN ADDITION TO THE CITY BIXBY IN THE COUNTY OF TULSA, STATE OF OKLAHOMA ACCORDED TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00°01'49" EAST ALONG THE WESTERLY LINE OF LOT 1 A DISTANCE OF 611.59 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 00°01'49" EAST ALONG SAID WESTERLY LINE FOR 712.00 FEET; THENCE SOUTH 89°24'53" EAST FOR 1225.97 FEET TO THE WESTERLY RIGHT-OF-WAY OF YALE PLACE; THENCE SOUTH 00°00'34" EAST ALONG SAID RIGHT OF WAY FOR 712.00 FEET; THENCE NORTH 89°24'53" WEST FOR 1226.46 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND;

TRACT OF LAND CONTAINING; 873024.19 SQ. FEET 20.04 ACRES MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 17 LOTS, 5 BLOCKS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "BIXBY BUSINESS PARK", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "BIXBY BUSINESS PARK" OR THE "SUBDIVISION").

### SECTION I. PUBLIC STREETS AND UTILITIES

#### A. PUBLIC STREETS AND UTILITY EASEMENTS

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

#### B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.

2. WITHIN UTILITY EASEMENTS, DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.

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

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

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

#### C. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

#### D. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

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

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

#### E. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

#### F. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISH RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH KIMBERLY-CLARK PLACE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "L.N.A." ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, 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 ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

#### G. 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. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

#### H. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BIXBY, OKLAHOMA, AND ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNER PRIOR TO THE ISSUANCE OF THE OCCUPANCY PERMIT FOR ANY BUILDING WITHIN THE SUBDIVISION. THE OWNER SHALL CONSTRUCT SIDEWALKS IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF BIXBY ENGINEERING DESIGN STANDARDS.

#### I. CERTIFICATE OF OCCUPANCY RESTRICTIONS

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

#### J. RESERVE AREA "A", STORMWATER DETENTION EASEMENT

1. STORMWATER DETENTION FACILITIES SHALL BE CONSTRUCTED BY THE OWNER / DEVELOPER WITHIN RESERVE AREA "A", THE STORMWATER DETENTION EASEMENT AREA, DESIGNATED ON THE ACCOMPANYING PLAT, ACCORDING TO THE SPECIFICATIONS AND STANDARDS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

2. RESERVE AREA "A", THE STORMWATER DETENTION EASEMENT AREA WITHIN THE SUBDIVISION, SHALL BE MAINTAINED BY THE OWNERS OF RESERVE "A", BIXBY BUSINESS PARK. THE MAINTENANCE OF THE STORMWATER DETENTION EASEMENT SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF EROSION, APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATIONS, AND THE PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORMWATER DETENTION EASEMENT AREAS. MAINTENANCE OF THE STORMWATER DETENTION EASEMENT SHALL BE AT THE COST OF THE OWNER. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

3. RESERVE AREA "A", THE STORMWATER DETENTION EASEMENT AREA, SHALL BE KEPT FREE OF LITTER; AND,

4. RESERVE AREA "A", THE STORMWATER DETENTION EASEMENT AREA, SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING (FOUR) 4 WEEKS.

5. IN THE EVENT THE BIXBY BUSINESS PARK PROPERTY OWNERS' ASSOCIATION FAILS TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORMWATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF RESERVE "A", BIXBY BUSINESS PARK.

6. IN THE EVENT THE OWNER OF RESERVE AREA "A", BIXBY BUSINESS PARK, OBLIGATED TO MAINTAIN THE STORMWATER DETENTION EASEMENT, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE OF THE STORMWATER DETENTION EASEMENT AS ABOVE SET FORTH, THE CITY OF BIXBY, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST BIXBY BUSINESS PARK PROPERTY OWNERS' ASSOCIATION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

#### K. SCREENING/FENCING REQUIREMENT

AN EIGHT (8) FOOT HEIGHT WOODEN SCREENING FENCE SHALL BE REQUIRED ALONG THE PROPERTY WHERE ABUTTING RESIDENTIAL USE. CONSTRUCTION OF SUCH SCREENING FENCING SHALL BE IN ACCORDANCE WITH CITY ZONING CODE REQUIREMENTS. THE FENCE WILL BE BUILT AT THE TIME OF THE DEVELOPMENT

### SECTION II. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

#### A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTION I SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY, THE CITY OF BIXBY, OKLAHOMA. IF ANY JUDICIAL ACTION IS BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED IN THIS DEED OF DEDICATION THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

#### B. DURATION

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

#### C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME WHETHER BEFORE OR AFTER THE PERIOD(S) SPECIFIED IN SUBSECTION B, BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BIXBY, OKLAHOMA.

#### D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS DEED OF DEDICATION.

DUNHILL PROPERTIES RENTAL, LLC, AN OKLAHOMA CORPORATION

BY: \_\_\_\_\_

ABDUL SALAM ALHLOU  
GENERAL PARTNER

STATE OF OKLAHOMA )

COUNTY OF TULSA ) ss.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BY ABDUL SALAM ALHLOU, AS GENERAL PARTNER, DUNHILL PROPERTIES RENTAL, LLC, AN OKLAHOMA CORPORATION.

NOTARY PUBLIC

### CERTIFICATE OF SURVEY

I, SHAWN A. COLLINS, OF SISEMORE & ASSOCIATES, INC., A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED HEREON, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "BIXBY BUSINESS PARK", 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 AS ADOPTED.



SHAWN A. COLLINS  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1788

STATE OF OKLAHOMA )

COUNTY OF TULSA ) ss.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED SHAWN A. COLLINS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

PRELIMINARY PLAT

# 141st And Lewis

**OWNER/DEVELOPER**

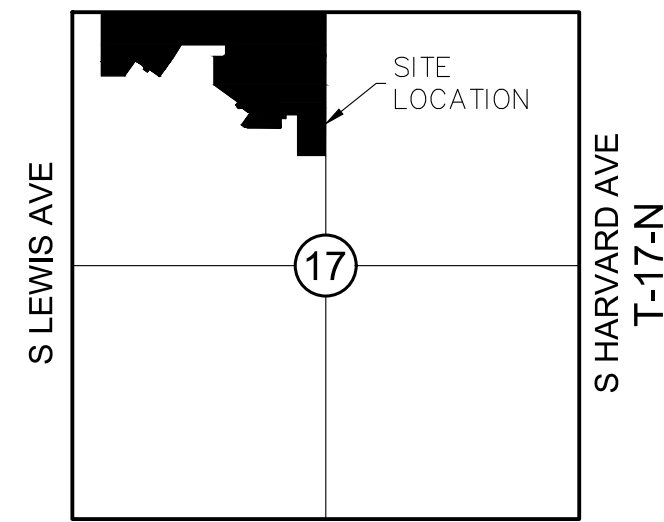
PREMIUM LAND, LLC.  
PO BOX 6718  
EDMOND, OK 73083  
PHONE: 405-397-3855

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

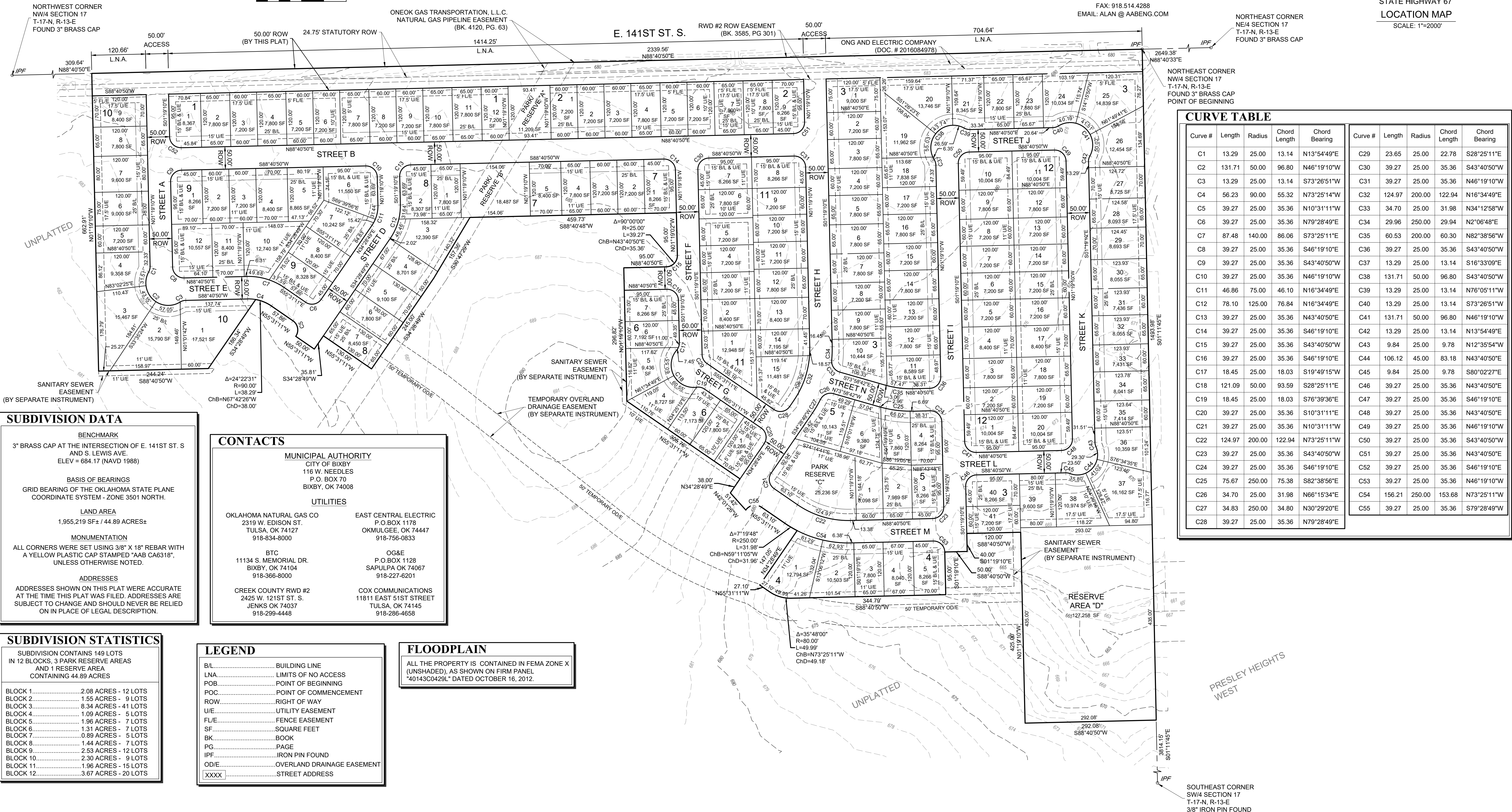
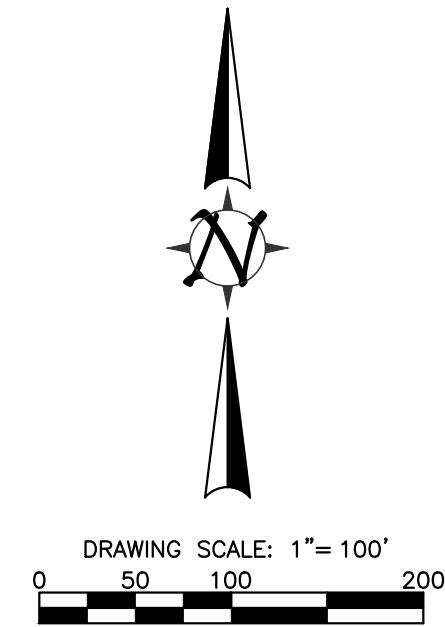
**ENGINEER/SURVEYOR**

AAB ENGINEERING LLC  
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026  
PO BOX 2136  
SAND SPRINGS, OK 74063  
PHONE: 918.514.4283  
FAX: 918.514.4288  
EMAIL: ALAN @ AABENG.COM

R-13-E  
E 141ST ST



STATE HIGHWAY 67  
LOCATION MAP  
SCALE: 1"=2000'



Curve #	Length	Radius	Chord Length	Chord Bearing
C1	13.29	25.00	13.14	N13°54'49"E
C2	131.71	50.00	96.80	N46°19'10"W
C3	13.29	25.00	13.14	S73°26'51"W
C4	56.23	90.00	55.32	N73°25'14"W
C5	39.27	25.00	35.36	N10°31'11"W
C6	39.27	25.00	35.36	N79°28'49"E
C7	87.48	140.00	86.06	S73°25'11"E
C8	39.27	25.00	35.36	S46°19'10"E
C9	39.27	25.00	35.36	S43°40'50"W
C10	39.27	25.00	35.36	N46°19'10"W
C11	46.86	75.00	46.10	N16°34'49"E
C12	78.10	125.00	76.84	N16°34'49"E
C13	39.27	25.00	35.36	N43°40'50"E
C14	39.27	25.00	35.36	S46°19'10"E
C15	39.27	25.00	35.36	S43°40'50"W
C16	39.27	25.00	35.36	S46°19'10"E
C17	18.45	25.00	18.03	S19°49'15"W
C18	121.09	50.00	93.59	S28°25'11"E
C19	18.45	25.00	18.03	S76°39'36"E
C20	39.27	25.00	35.36	S10°31'11"E
C21	39.27	25.00	35.36	N10°31'11"W
C22	124.97	200.00	122.94	N73°25'11"W
C23	39.27	25.00	35.36	S43°40'50"W
C24	39.27	25.00	35.36	S46°19'10"E
C25	75.67	250.00	75.38	S82°38'56"E
C26	34.70	25.00	31.98	N66°15'34"E
C27	34.83	250.00	34.80	N30°29'20"E
C28	39.27	25.00	35.36	N79°28'49"W
C29	23.65	25.00	22.78	S28°25'11"E
C30	39.27	25.00	35.36	S43°40'50"W
C31	39.27	25.00	35.36	N46°19'10"W
C32	124.97	200.00	122.94	N16°34'49"E
C33	34.70	25.00	31.98	N34°12'58"W
C34	29.96	250.00	29.94	N2°06'48"E
C35	60.53	200.00	60.30	N82°38'56"W
C36	39.27	25.00	35.36	S43°40'50"W
C37	13.29	25.00	13.14	S16°33'09"E
C38	131.71	50.00	96.80	S43°40'50"W
C39	13.29	25.00	13.14	N76°05'11"W
C40	13.29	25.00	13.14	S73°26'51"W
C41	131.71	50.00	96.80	N46°19'10"W
C42	13.29	25.00	13.14	N13°54'49"E
C43	9.84	25.00	9.78	N12°35'44"W
C44	106.12	45.00	83.18	N43°40'50"E
C45	9.84	25.00	9.78	S80°02'27"E
C46	39.27	25.00	35.36	N43°40'50"E
C47	39.27	25.00	35.36	S46°19'10"E
C48	39.27	25.00	35.36	N43°40'50"E
C49	39.27	25.00	35.36	N46°19'10"W
C50	39.27	25.00	35.36	S43°40'50"W
C51	39.27	25.00	35.36	N43°40'50"E
C52	39.27	25.00	35.36	S46°19'10"E
C53	39.27	25.00	35.36	N46°19'10"W
C54	156.21	250.00	153.68	N73°25'11"W
C55	39.27	25.00	35.36	S79°28'49"W

**SUBDIVISION DATA**

**BENCHMARK**  
3" BRASS CAP AT THE INTERSECTION OF E. 141ST ST. S AND S. LEWIS AVE.  
ELEV = 684.17 (NAVD 1988)

**BASIS OF BEARINGS**  
GRID BEARING OF THE OKLAHOMA STATE PLANE COORDINATE SYSTEM - ZONE 3501 NORTH.

**LAND AREA**  
1,955,219 SF ± / 44.89 ACRES ±

**MONUMENTATION**  
ALL CORNERS WERE SET USING 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "AAB CA6318", UNLESS OTHERWISE NOTED.

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

**CONTACTS**

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

**UTILITIES**

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

EAST CENTRAL ELECTRIC  
P.O. BOX 1178  
OKMULGEE, OK 74447  
918-756-0833

BTC  
11134 S. MEMORIAL DR.  
BIXBY, OK 74104  
918-366-8000

OG&E  
P.O. BOX 1128  
SAPULPA OK 74067  
918-227-6201

CREEK COUNTY RWD #2  
2425 W. 121ST ST. S.  
JENKS OK 74037  
918-299-4448

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

**SUBDIVISION STATISTICS**

SUBDIVISION CONTAINS 149 LOTS IN 12 BLOCKS, 3 PARK RESERVE AREAS AND 1 RESERVE AREA CONTAINING 44.89 ACRES

BLOCK 1.....2.08 ACRES - 12 LOTS  
BLOCK 2.....1.55 ACRES - 9 LOTS  
BLOCK 3.....8.34 ACRES - 41 LOTS  
BLOCK 4.....1.09 ACRES - 5 LOTS  
BLOCK 5.....1.96 ACRES - 7 LOTS  
BLOCK 6.....1.31 ACRES - 7 LOTS  
BLOCK 7.....0.89 ACRES - 5 LOTS  
BLOCK 8.....1.44 ACRES - 7 LOTS  
BLOCK 9.....2.53 ACRES - 12 LOTS  
BLOCK 10.....2.30 ACRES - 9 LOTS  
BLOCK 11.....1.96 ACRES - 15 LOTS  
BLOCK 12.....3.67 ACRES - 20 LOTS

**LEGEND**

BL.....BUILDING LINE  
LNA.....LIMITS OF NO ACCESS  
POB.....POINT OF BEGINNING  
POC.....POINT OF COMMENCEMENT  
ROW.....RIGHT OF WAY  
UE.....UTILITY EASEMENT  
FLE.....FENCE EASEMENT  
SF.....SQUARE FEET  
BK.....BOOK  
PG.....PAGE  
IPF.....IRON PIN FOUND  
OD/E.....OVERLAND DRAINAGE EASEMENT  
XXXX.....STREET ADDRESS

**FLOODPLAIN**

ALL THE PROPERTY IS CONTAINED IN FEMA ZONE X (UNSHADED), AS SHOWN ON FIRM PANEL "40143C0429L" DATED OCTOBER 16, 2012.

PRELIMINARY PLAT

141st And Lewis

OWNER/DEVELOPER

PREMIUM LAND, LLC.
PO BOX 6718
EDMOND OK 73083
PHONE: 405-397-3855

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN@AABENG.COM

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSON BY THESE PRESENTS:

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

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

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (NW/4) OF SECTION SEVENTEEN (17); THENCE SOUTH 01°11'145" EAST ALONG THE EAST LINE THEREOF, A DISTANCE OF 1,493.98 FEET; THENCE SOUTH 88°40'50" WEST A DISTANCE OF 292.08 FEET; THENCE NORTH 01°19'10" WEST A DISTANCE OF 425.00 FEET; THENCE SOUTH 88°40'50" WEST A DISTANCE OF 120.00 FEET; THENCE SOUTH 01°19'10" EAST A DISTANCE OF 40.00 FEET; THENCE SOUTH 88°40'50" WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 01°19'10" EAST A DISTANCE PF 95.00 FEET; THENCE SOUTH 88°40'50" WEST A DISTANCE OF 344.79 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, A CHORD BEARING OF N73°25'11" WEST, A CHORD DISTANCE OF 49.18 FEET AND AN ARC LENGTH OF 49.99 FEET; THENCE NORTH 55°31'11" WEST A DISTANCE OF 27.10 FEET; THENCE NORTH 34°28'49" EAST A DISTANCE OF 147.05 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CHORD BEARING OF N59°11'05" WEST, A CHORD DISTANCE OF 31.96 FEET AND AN ARC LENGTH OF 31.98 FEET; THENCE NORTH 55°31'11" WEST A DISTANCE OF 63.10 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 79°28'49" WEST, A CHORD DISTANCE OF 35.36 FEET AND AN ARC LENGTH OF 39.27 FEET; THENCE NORTH 42°01'26" WEST A DISTANCE OF 51.42 FEET; THENCE NORTH 34°28'49" EAST A DISTANCE OF 38.00 FEET; THENCE NORTH 55°31'11" WEST A DISTANCE OF 305.76 FEET; THENCE NORTH 01°19'10" WEST A DISTANCE OF 296.82 FEET; THENCE NORTH 88°40'50" EAST A DISTANCE OF 95.00 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 43°40'50" EAST, A CHORD DISTANCE OF 35.36 FEET AND AN ARC LENGTH OF 39.27 FEET; THENCE NORTH 01°19'02" WEST A DISTANCE OF 95.00 FEET; THENCE SOUTH 88°40'48" WEST A DISTANCE OF 459.73 FEET; THENCE SOUTH 30°47'29" WEST A DISTANCE OF 157.36 FEET; THENCE SOUTH 34°28'49" WEST A DISTANCE OF 245.00 FEET; THENCE NORTH 55°31'11" WEST A DISTANCE OF 130.00 FEET; THENCE SOUTH 34°28'49" WEST A DISTANCE OF 35.81 FEET; THENCE NORTH 55°31'11" WEST A DISTANCE OF 50.00 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 10°31'11" WEST, A CHORD DISTANCE OF 35.36 FEET AND AN ARC LENGTH OF 39.27; THENCE NORTH 55°31'11" WEST A DISTANCE OF 57.86 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, A CHORD BEARING OF NORTH 67°42'26" WEST, A CHORD DISTANCE OF 38.00 FEET AND AN ARC LENGTH OF 38.29 FEET; THENCE SOUTH 34°28'49" WEST A DISTANCE OF 186.34 FEET; THENCE SOUTH 88°40'50" WEST A DISTANCE OF 244.24 FEET; THENCE NORTH 01°19'10" WEST A DISTANCE OF 662.91 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88°40'50" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2,339.56 FEET TO THE POINT OF BEGINNING. CONTAINING 1,955,219 SQUARE FEET OR 44.89 ACRES MORE OR LESS.

THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE HUNDRED FORTY-NINE LOTS, THREE PARK RESERVES, AND ONE RESERVE AREA, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "141ST AND LEWIS", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ANY OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE 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 SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES, WHICH DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG EAST 141ST STREET AND SOUTH LEWIS AVENUE. ALL OTHER SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES 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 GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL, TRANSFORMER OR GAS SERVICE LINE TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT COVERING FIVE FOOT STRIP EXTENDING 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 SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FOR IN THIS PARAGRAPH 1B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- 1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT.
2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT OF THE CITY OF BIXBY OR CREEK COUNTY RURAL WATER DISTRICT NO. 2 WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BIXBY, OKLAHOMA OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SANITARY SEWER MAINS AND STORM SEWERS AND CREEK COUNTY RURAL WATER DISTRICT NO. 2 SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, AND CREEK COUNTY RURAL WATER DISTRICT NO. 2 OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 1.C SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

- 1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF THE GAS SERVICE.
2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR THE DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER, OR HIS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 1.D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
4. ONEOK GAS TRANSPORTATION, L.L.C. OPERATES AND MAINTAINS ONE (1) PIPELINE WITHIN THE 141ST AND LEWIS SUBDIVISION IN A FIFTY FOOT (50') WIDE PERMANENT RIGHT OF WAY AND EASEMENT, BEING TWENTY-FIVE (25') ON EACH SIDE OF THE CENTERLINE, AS SHOWN ON THE FACE OF THE PLAT AND REFERENCED BY THE RIGHT OF WAY AGREEMENT RECORDED IN THE COUNTY CLERK'S OFFICE OF TULSA COUNTY, OKLAHOMA IN BOOK 4120, PAGE 63. GRANTOR/OWNER AGREES NOT CONSTRUCT NOR PERMIT TO BE CONSTRUCTED ANY LAKES, PONDS, BUILDINGS, OR OTHER STRUCTURES OF PERMANENT NATURE UPON OR OVER THE RIGHT OF WAY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 1.E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. FENCE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/E" OR "FENCE EASEMENT" AND SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF 141ST AND LEWIS HOMEOWNERS ASSOCIATION. THE FENCE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SPRINKLER SYSTEM, AND LANDSCAPING, AND FOR THE PURPOSES OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG LOTS IN EAST 141ST ST. SOUTH AND SOUTH LEWIS AVENUE, WHICH CONTAIN SUCH EASEMENTS.

H. RESERVE D

- 1. THE USE OF RESERVE AREA D DEDICATED ON THE PLAT FOR THE SUBDIVISION WITH THE PRIMARY USE OF STORMWATER DETENTION FACILITIES AND WITH ADDITIONAL USE AS OPEN SPACE, FENCING, LANDSCAPING AND DETENTION AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA D WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BIXBY ZONING ORDINANCE REQUIREMENTS AND SHALL NOT INTERFERE WITH THE DESIGNED PURPOSE OF THE DETENTION FACILITIES.

I. PARK RESERVES "A", "B", AND "C"

THE USE OF PARK RESERVES "A", "B", AND "C", DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS PARK, OPEN SPACE, FENCING, AND LANDSCAPING AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF PARK RESERVES "A", "B", AND "C" WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION.

J. LIMIT OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 141ST STREET WITHIN THE BOUNDS DESIGNATED "LNA" OR "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT.

SECTION II. HOMEOWNERS ASSOCIATION

I. FORMATION OF HOMEOWNERS ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN 141ST AND LEWIS HOMEOWNERS 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 THE SUBDIVISION, INCLUDING BUT WITHOUT LIMITATION, RESERVE "D" AND THE FENCE EASEMENT FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF 141ST AND LEWIS. THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

J. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN 141ST AND LEWIS SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE RESIDENTIAL LOT.

K. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN 141ST AND LEWIS SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIVATE STREETS, STORMWATER DETENTION FACILITIES, FENCE EASEMENT AND OTHER COMMON AREAS OF THE SUBDIVISION.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTION I, SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, HOMEOWNERS ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNERS OF THE RESIDENTIAL LOTS AND/OR THE ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, THE SUPPLIER OF UTILITY SERVICE AND/OR THE CITY OF BIXBY, OKLAHOMA MAY BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IF THE UNDERSIGNED OWNER/ DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II OR SECTION III, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY RESIDENTIAL LOT WITHIN 141ST AND LEWIS AND/OR THE ASSOCIATION TO BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IN ANY JUDICIAL ACTION TO ENFORCE THE PROVISIONS OF SECTION II OR SECTION III, THE PREVAILING PARTY MAY RECOVER REASONABLE COSTS AND ATTORNEY FEES.

B. DURATION

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

C. AMENDMENT

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

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGEMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, PREMIUM LAND, LLC HAS EXECUTED THIS INSTRUMENT THE \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

PREMIUM LAND, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_
MANAGER

STATE OF OKLAHOMA )
) SS
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_ DAY OF \_\_\_\_\_, 2025, BY MARK PERKINS, MANAGER OF PREMIUM LAND, LLC.

NOTARY PUBLIC
MY COMMISSION EXPIRES: \_\_\_\_\_
COMMISSION NUMBER: \_\_\_\_\_

CERTIFICATE OF SURVEY

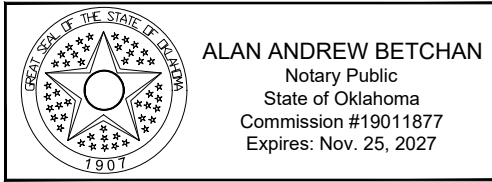
I, JAY P. BISSELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "141ST AND LEWIS" A SUBDIVISION OF THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JAY P. BISSELL
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1318

STATE OF OKLAHOMA )
) SS
COUNTY OF TULSA )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 25, 2027
COMMISSION NUMBER: 19011877



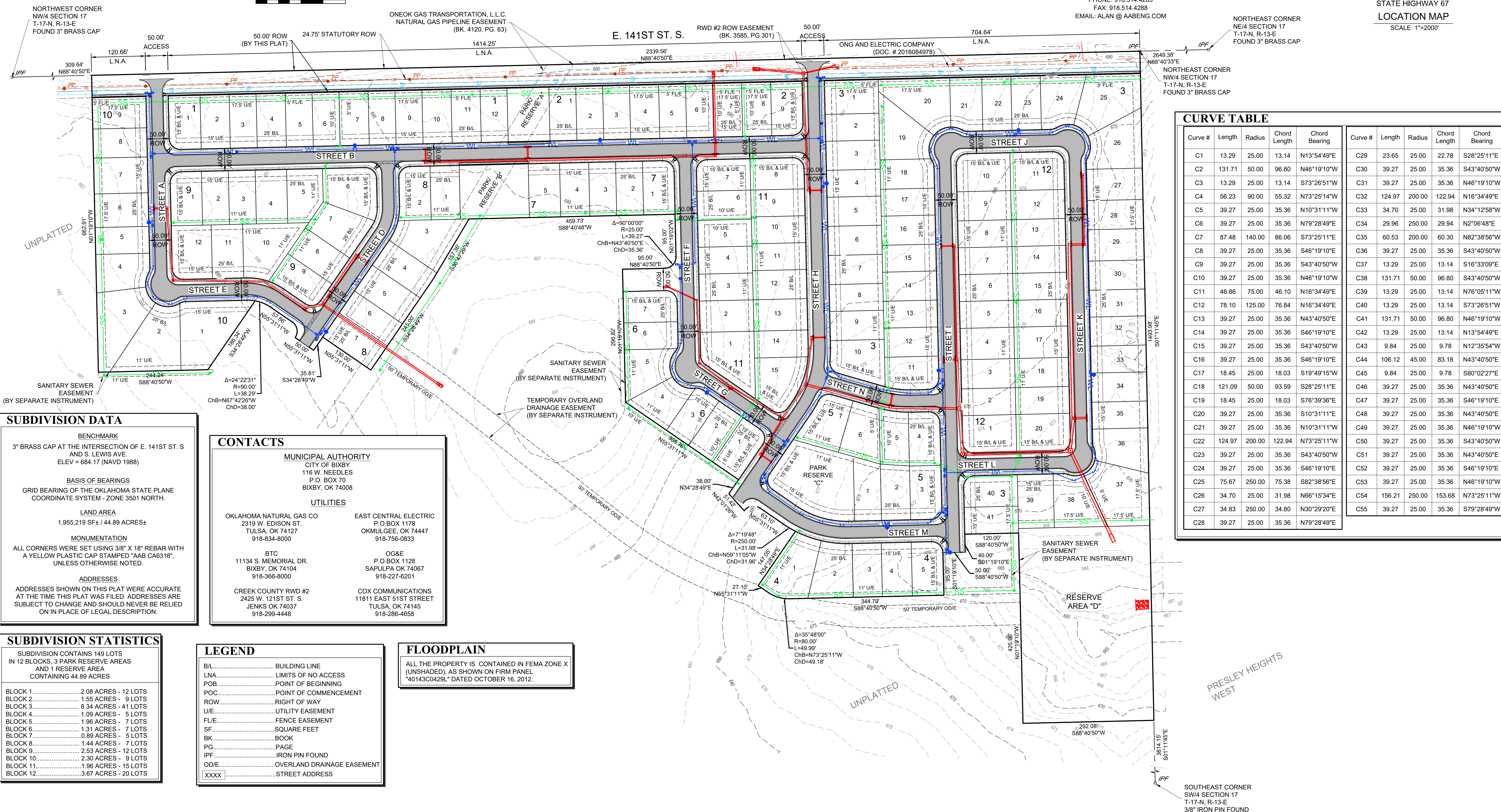
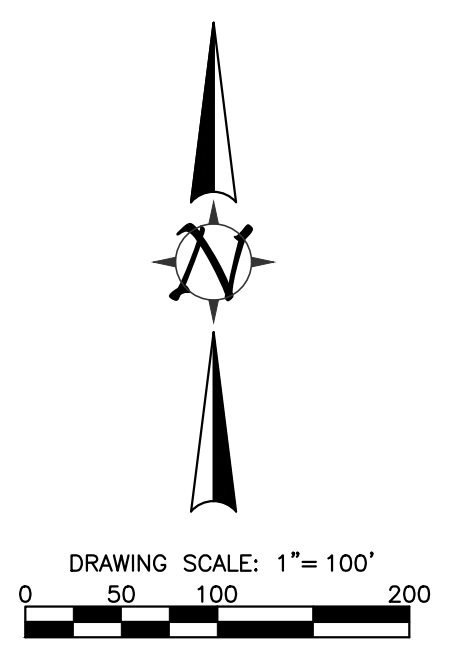
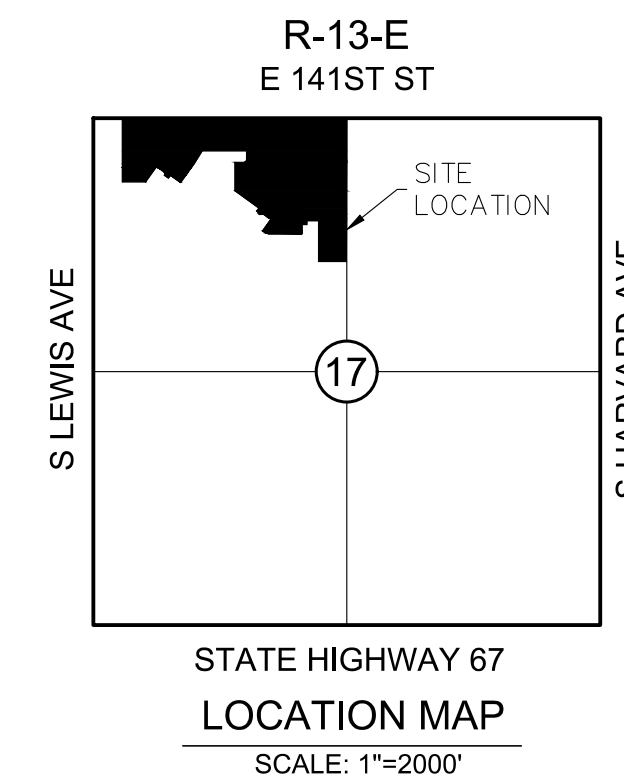
CONCEPTUAL UTILITY

# 141st And Lewis

**OWNER/DEVELOPER**  
 PREMIUM LAND, LLC.  
 P.O. BOX 6718  
 EDMOND, OK 73083  
 PHONE: 405-397-3855

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE NORTHWEST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

**ENGINEER/SURVEYOR**  
 AAB ENGINEERING LLC  
 CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026  
 PO BOX 2136  
 SAND SPRINGS, OK 74063  
 PHONE: 918.514.4283  
 FAX: 918.514.4288  
 EMAIL: ALAN @ AABENG.COM



Curve #	Length	Radius	Chord Length	Chord Bearing
C1	13.29	25.00	13.14	N13°54'49"E
C2	131.71	50.00	96.80	N46°19'10"W
C3	13.29	25.00	13.14	S73°26'51"W
C4	56.23	90.00	55.32	N73°25'14"W
C5	39.27	25.00	35.36	N10°31'11"W
C6	39.27	25.00	35.36	N79°28'49"E
C7	87.48	140.00	86.06	S73°25'11"E
C8	39.27	25.00	35.36	S46°19'10"E
C9	39.27	25.00	35.36	S43°40'50"W
C10	39.27	25.00	35.36	N46°19'10"W
C11	46.86	75.00	46.10	N16°34'49"E
C12	78.10	125.00	76.84	N16°34'49"E
C13	39.27	25.00	35.36	N43°40'50"E
C14	39.27	25.00	35.36	S46°19'10"E
C15	39.27	25.00	35.36	S43°40'50"W
C16	39.27	25.00	35.36	S46°19'10"E
C17	18.45	25.00	18.03	S19°49'15"W
C18	121.09	50.00	93.59	S28°25'11"E
C19	18.45	25.00	18.03	S76°39'36"E
C20	39.27	25.00	35.36	S10°31'11"E
C21	39.27	25.00	35.36	N10°31'11"W
C22	124.97	200.00	122.94	N73°25'11"W
C23	39.27	25.00	35.36	S43°40'50"W
C24	39.27	25.00	35.36	S46°19'10"E
C25	75.67	250.00	75.38	S82°38'56"E
C26	34.70	25.00	31.98	N66°15'34"E
C27	34.83	250.00	34.80	N30°29'20"E
C28	39.27	25.00	35.36	N79°28'49"W
C29	23.65	25.00	22.78	S28°25'11"E
C30	39.27	25.00	35.36	S43°40'50"W
C31	39.27	25.00	35.36	N46°19'10"W
C32	124.97	200.00	122.94	N16°34'49"E
C33	34.70	25.00	31.98	N34°12'58"W
C34	29.96	250.00	29.94	N2°06'48"E
C35	60.53	200.00	60.30	N82°38'56"W
C36	39.27	25.00	35.36	S43°40'50"W
C37	13.29	25.00	13.14	S16°33'09"E
C38	131.71	50.00	96.80	S43°40'50"W
C39	13.29	25.00	13.14	N76°05'11"W
C40	13.29	25.00	13.14	S73°26'51"W
C41	131.71	50.00	96.80	N46°19'10"W
C42	13.29	25.00	13.14	N13°54'49"E
C43	9.84	25.00	9.78	N12°35'54"W
C44	106.12	45.00	83.18	N43°40'50"E
C45	9.84	25.00	9.78	S80°02'27"E
C46	39.27	25.00	35.36	N43°40'50"E
C47	39.27	25.00	35.36	S46°19'10"E
C48	39.27	25.00	35.36	N43°40'50"E
C49	39.27	25.00	35.36	N46°19'10"W
C50	39.27	25.00	35.36	S43°40'50"W
C51	39.27	25.00	35.36	N43°40'50"E
C52	39.27	25.00	35.36	S46°19'10"E
C53	39.27	25.00	35.36	N43°40'50"E
C54	156.21	250.00	153.68	N73°25'11"W
C55	39.27	25.00	35.36	S79°28'49"W

**SUBDIVISION DATA**

**BENCHMARK**  
 3" BRASS CAP AT THE INTERSECTION OF E. 141ST ST. S AND S. LEWIS AVE.  
 ELEV = 684.17 (NAVD 1988)

**BASIS OF BEARINGS**  
 GRID BEARING OF THE OKLAHOMA STATE PLANE COORDINATE SYSTEM - ZONE 3501 NORTH.

**LAND AREA**  
 1,955,219 SF ± / 44.89 ACRES ±

**MONUMENTATION**  
 ALL CORNERS WERE SET USING 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "AAB CA6318", UNLESS OTHERWISE NOTED.

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

**CONTACTS**

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

**UTILITIES**

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

EAST CENTRAL ELECTRIC  
 P.O. BOX 1178  
 OKMULGEE, OK 74447  
 918-756-0833

BTC  
 11134 S. MEMORIAL DR.  
 BIXBY, OK 74104  
 918-366-8000

OG&E  
 P.O. BOX 1128  
 SAPULPA OK 74067  
 918-227-6201

CREEK COUNTY RWD #2  
 2425 W. 121ST ST. S.  
 JENKS OK 74037  
 918-299-4448

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

**SUBDIVISION STATISTICS**

SUBDIVISION CONTAINS 149 LOTS IN 12 BLOCKS, 3 PARK RESERVE AREAS AND 1 RESERVE AREA CONTAINING 44.89 ACRES

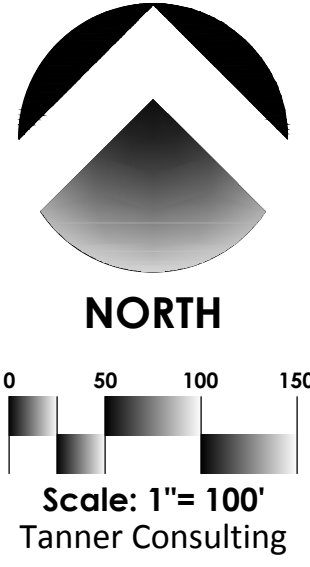
BLOCK 1.....2.08 ACRES - 12 LOTS  
 BLOCK 2.....1.55 ACRES - 9 LOTS  
 BLOCK 3.....8.34 ACRES - 41 LOTS  
 BLOCK 4.....1.09 ACRES - 5 LOTS  
 BLOCK 5.....1.96 ACRES - 7 LOTS  
 BLOCK 6.....1.31 ACRES - 7 LOTS  
 BLOCK 7.....0.89 ACRES - 5 LOTS  
 BLOCK 8.....1.44 ACRES - 7 LOTS  
 BLOCK 9.....2.53 ACRES - 12 LOTS  
 BLOCK 10.....2.30 ACRES - 9 LOTS  
 BLOCK 11.....1.96 ACRES - 15 LOTS  
 BLOCK 12.....3.67 ACRES - 20 LOTS

**LEGEND**

BL.....BUILDING LINE  
 LNA.....LIMITS OF NO ACCESS  
 POB.....POINT OF BEGINNING  
 POC.....POINT OF COMMENCEMENT  
 ROW.....RIGHT OF WAY  
 U/E.....UTILITY EASEMENT  
 F/E.....FENCE EASEMENT  
 SF.....SQUARE FEET  
 BK.....BOOK  
 PG.....PAGE  
 IPF.....IRON PIN FOUND  
 OD/E.....OVERLAND DRAINAGE EASEMENT  
 XXXX.....STREET ADDRESS

**FLOODPLAIN**

ALL THE PROPERTY IS CONTAINED IN FEMA ZONE X (UNSHADED), AS SHOWN ON FIRM PANEL "40143C0429L" DATED OCTOBER 16, 2012.

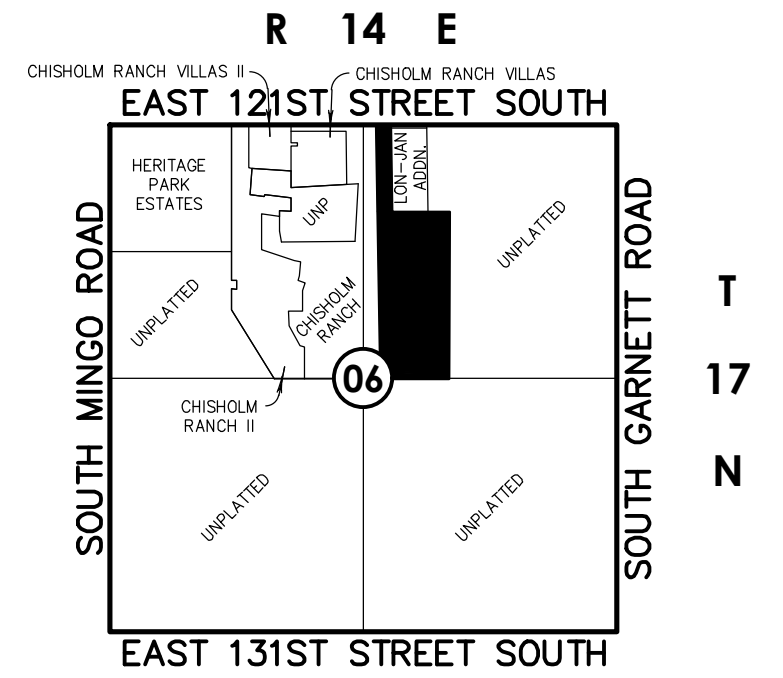


# Conditional Final Plat

## BXPUD-22.07

# The Reserve at Cedar Ridge

PART OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2 NE/4) OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA



**Location Map**  
Scale: 1"=2000'

#### SUBDIVISION CONTAINS:

THIRTY (30) LOTS  
IN FOUR (4) BLOCKS  
WITH FIVE (5) RESERVE AREAS  
GROSS SUBDIVISION AREA: 32.312 ACRES

#### LEGEND

AC	ACRES
B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
F/E	FENCE EASEMENT
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F&L/S	FENCE EASEMENT & LANDSCAPE EASEMENT
IPF	IRON PIN FOUND
GOV/T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
POC	POINT OF COMMENCEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1/234	ADDRESS ASSIGNED
○	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE 2)

#### SURVEYOR/ENGINEER:

### Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2027  
EMAIL: DAN@TANNERBAITSHOP.COM  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918) 745-9929

#### OWNER:

### Sooner Development Group - CR Reserve, LLC

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

## FINAL PLAT

### CERTIFICATE OF APPROVAL

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

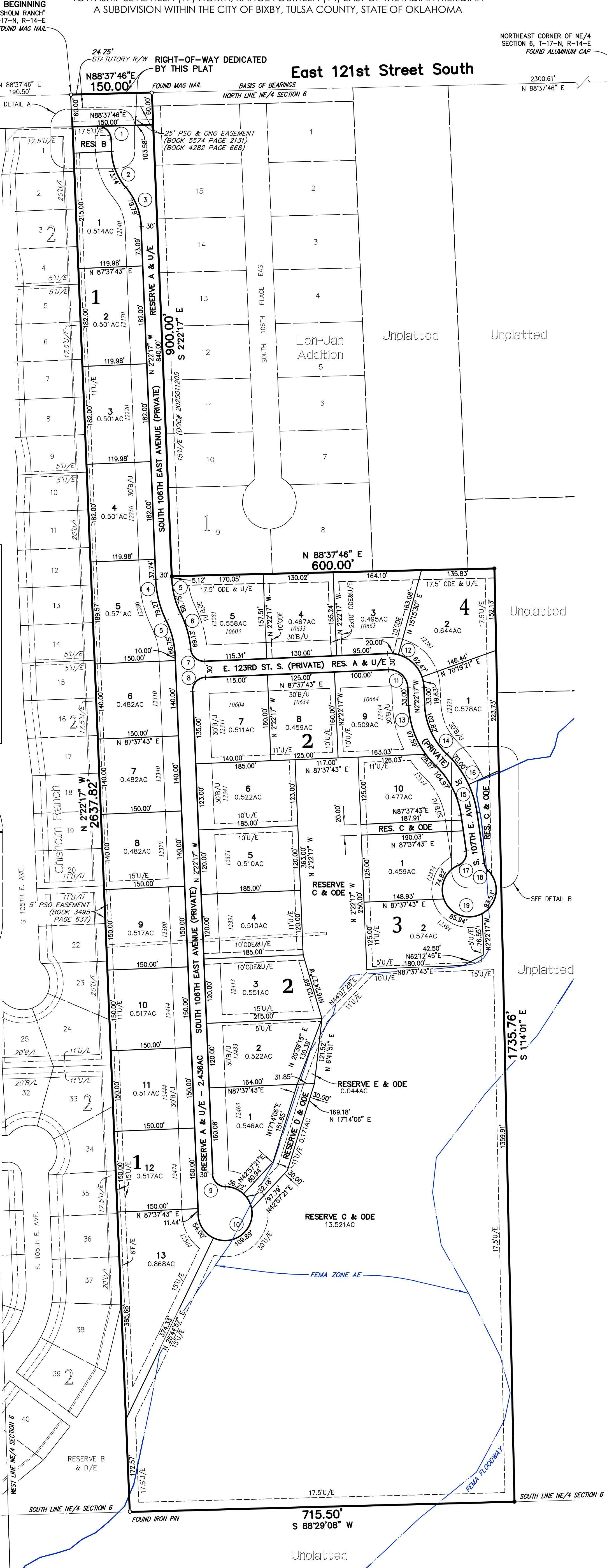
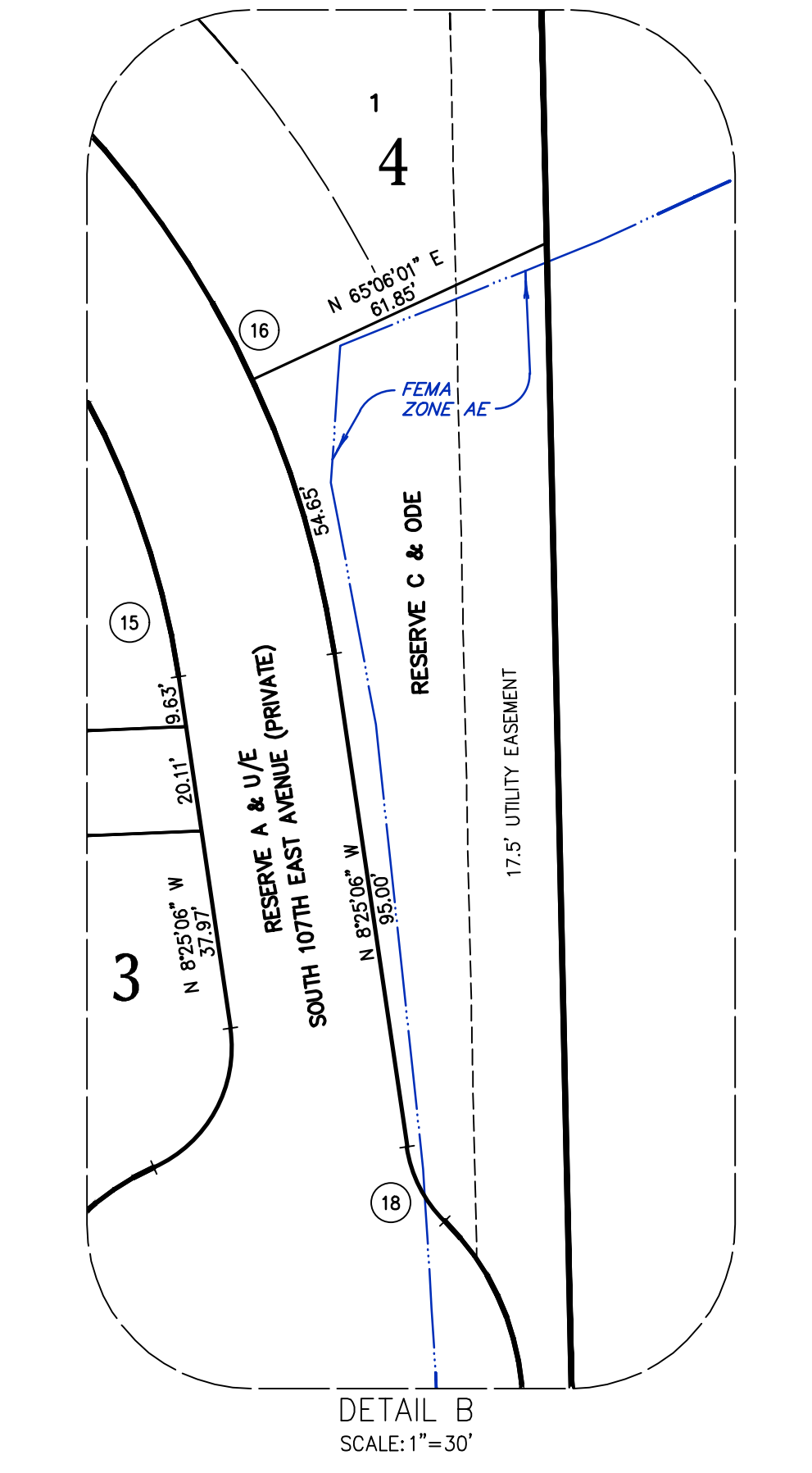
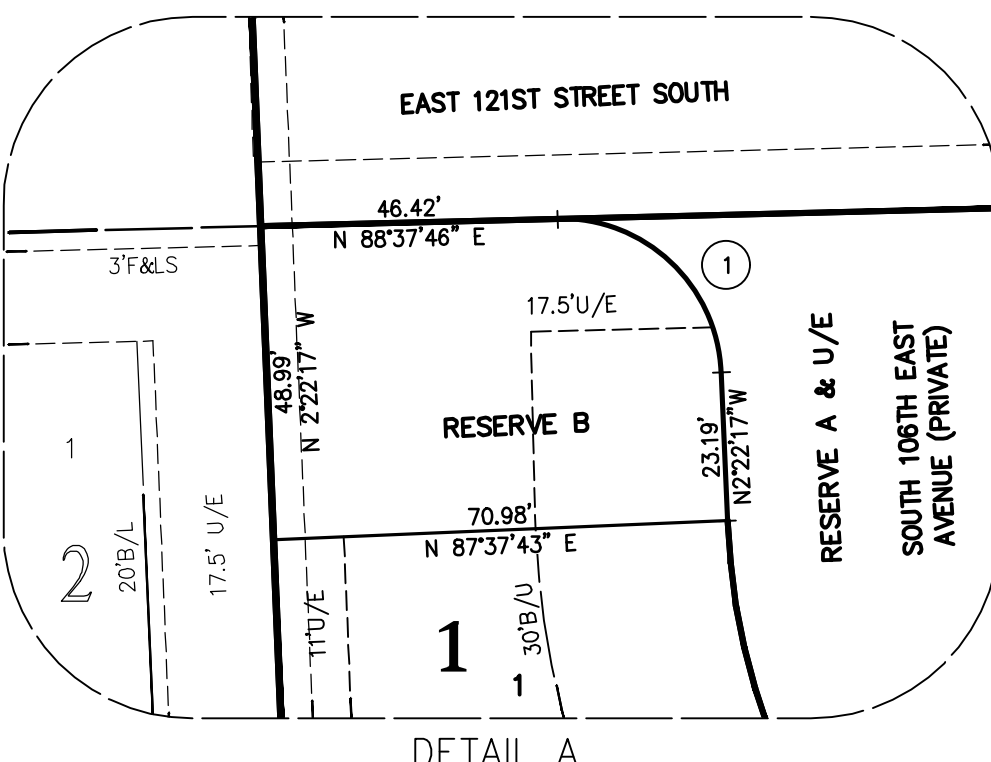
\_\_\_\_\_  
MAYOR-VICE MAYOR  
This approval is void if the above signature is not endorsed by the City Manager or City Clerk.  
\_\_\_\_\_  
CITY MANAGER-CITY CLERK

#### Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" OR "TANNER CA2661" 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 5/8" IRON PIN WITH YELLOW CAP AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 6;
  - (B) FOUND ALUMINUM CAP AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 6;
 THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°37'46" 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 BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.
- ALL DWELLINGS SHALL REQUIRE BACKFLOW PREVENTION EXCEPT AS OTHERWISE PERMITTED IN THE CITY OF BIXBY.

#### Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD BRG(CB)	CHORD DIS(CD)
1	38.83'	25.00'	88°59'58"	N46°52'15"W	35.05'
2	73.14'	110.00'	38°05'53"	N21°25'13"W	71.80'
3	79.79'	120.00'	38°05'53"	N21°25'14"W	78.33'
4	79.27'	190.00'	23°54'17"	N14°19'25"W	78.70'
5	66.75'	160.00'	23°54'17"	N14°19'25"W	66.27'
6	69.13'	190.00'	20°50'46"	N15°51'10"W	68.75'
7	37.94'	25.00'	86°56'39"	N48°54'02"W	34.40'
8	39.27'	25.00'	90°00'00"	N42°37'43"E	35.36'
9	37.60'	25.00'	86°10'39"	N45°27'36"W	34.16'
10	232.29'	50.00'	266°10'39"	N44°32'24"E	73.03'
11	54.98'	35.00'	90°00'00"	N47°22'17"W	49.50'
12	102.10'	65.00'	90°00'00"	N47°22'17"W	91.92'
13	125.66'	165.00'	43°38'14"	N24°11'24"W	122.65'
14	102.82'	135.00'	43°38'14"	N24°11'24"W	100.35'
15	104.97'	160.00'	37°35'25"	N27°12'48"W	103.10'
16	124.65'	190.00'	37°35'25"	N27°12'48"W	122.43'
17	32.52'	25.00'	74°32'02"	N28°50'56"E	30.28'
18	16.09'	25.00'	36°52'12"	N26°51'11"W	15.81'
19	254.29'	50.00'	291°24'14"	N79°35'10"W	56.35'



# Conditional Final Plat

BXPUD-22.07

# The Reserve at Cedar Ridge

PART OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2 NE/4) OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

SOONER DEVELOPMENT GROUP – CR RESERVE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER 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 WEST HALF OF THE NORTHEAST QUARTER (W/2 NE/4) OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF "CHISHOLM RANCH", AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6325); THENCE NORTH 88°37'46" EAST AND ALONG THE NORTH LINE OF SAID W/2 NE/4, FOR A DISTANCE OF 150.00 FEET TO A POINT AT THE NORTHWEST CORNER OF "LON-JAN ADDITION", AN ADDITION IN TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 2708);

THENCE SOUTH 2°22'17" EAST AND ALONG THE WEST LINE OF SAID "LON-JAN ADDITION", FOR A DISTANCE OF 900.00 FEET; THENCE NORTH 88°37'46" EAST AND ALONG THE SOUTH LINE OF SAID ADDITION, AND ITS EXTENSION, FOR A DISTANCE OF 600.00 FEET; THENCE SOUTH 1°14'01" EAST FOR A DISTANCE OF 1,735.76 FEET TO A POINT ON THE SOUTH LINE OF SAID W/2 NE/4; THENCE SOUTH 88°29'08" WEST AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 715.50 FEET THE SOUTHEAST CORNER OF SAID "CHISHOLM RANCH"; THENCE NORTH 2°22'17" WEST AND ALONG THE EAST LINE OF "CHISHOM RANCH", FOR A DISTANCE OF 2,637.82 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,407,525 SQUARE FEET, OR 32.312 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:

- 5/8" IRON PIN WITH YELLOW CAP FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 6;
  - ALUMINUM CAP FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 6;
- THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°37'46" EAST.

DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS, AND STREETS, AND HAS DESIGNATED THE SAME AS "THE RESERVE AT CEDAR RIDGE", 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 STREET "EAST 121ST STREET SOUTH" 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 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 STREET EAST 121ST STREET SOUTH, PROVIDED HOWEVER, DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REPAIR, REPLACE, AND REMOVE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, REPLACING, AND REMOVING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND 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 AS DEDICATED BY THIS PLAT 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 RIGHT-OF-WAY OF THE PUBLIC STREET EAST 121ST STREET SOUTH 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 EASEMENT CONTAINED WITHIN RIGHT OF WAY AGREEMENT GRANTED IN FAVOR OF OKLAHOMA NATURAL GAS, FILED OF RECORD IN BOOK 4282 ON PAGE 668, COUNTY OF TULSA RECORDS, CONTAINS CERTAIN RESTRICTIONS AS SPECIFICALLY SET FORTH WITHIN SAID RIGHT OF WAY AGREEMENT.

6. THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICE AND THE OWNERS OF EACH LOT AND RESERVE AREA AGREE 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, PUBLIC AND PRIVATE STORM SEWER INLETS, AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, 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 THE PUBLIC STREET EAST 121ST STREET SOUTH AND WITHIN THE PERIMETER UTILITY EASEMENTS, OR AS OTHERWISE NOT IDENTIFIED AS "PRIVATE" 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 LOT OR RESERVE AREA OWNER OR THE HOMEOWNERS' ASSOCIATION (AS DEFINED BELOW).

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, AND 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 HOMEOWNERS' 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 DAMAGED PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCURRED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, PUBLIC OR PRIVATE 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. FENCE EASEMENTS

THE DEVELOPER DOES HEREBY ESTABLISH FOR THE BENEFIT OF THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, AND RESERVES FOR FUTURE GRANT TO THE HOMEOWNERS' ASSOCIATION (AS DEFINED BELOW), 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 RETAINING WALLS, 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 HOMEOWNERS' ASSOCIATION (AS DEFINED BELOW) SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL RETAINING WALLS., WITHIN FENCE EASEMENTS, ANY SCREENING FENCES OR WALLS ADJACENT TO OR INTEGRATED WITH A RETAINING WALL SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE ENGINEERING DEPARTMENT OF THE CITY OF BIXBY, OKLAHOMA, AND SHALL BE MAINTAINED BY THE ASSOCIATION. THE RIGHTS HEREIN ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY EASEMENTS ELSEWHERE DEDICATED HEREIN.

### G. OVERLAND DRAINAGE EASEMENT

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 "OVERLAND DRAINAGE 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, DETENTION, AND RETENTION FACILITIES LOCATED WITHIN THE OVERLAND DRAINAGE 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, HVAC, POOL, OR OTHER BUILDING-RELATED EQUIPMENT, OR OTHER OBSTRUCTION (EXCEPTING THE PLANTING OF TURF) SHALL BE PLACED OR MAINTAINED WITHIN THE OVERLAND DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE ENGINEERING DEPARTMENT OF THE CITY OF BIXBY, OKLAHOMA, PROVIDED, HOWEVER, WHERE COINCIDENT WITH A UTILITY EASEMENT, CUSTOMARY ABOVE-GROUND UTILITY APPURTENANCES SHALL BE DEEMED NON-OBSTRUCTING AND SHALL BE PERMITTED.

4. DRAINAGE, DETENTION, AND RETENTION FACILITIES LOCATED WITHIN THE OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING THE EASEMENT 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, AS SUBJECT TO THE EASEMENT, SHOULD FAIL TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT, 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 OVERLAND DRAINAGE 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 THEREOF SHALL BE PAID BY THE LOT OR RESERVE AREA OWNER, AS SUBJECT TO THE EASEMENT. IN THE EVENT THE LOT OR RESERVE AREA OWNER, AS SUBJECT TO THE EASEMENT, SHOULD FAIL 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, AS SUBJECT TO THE EASEMENT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION G. SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT OR RESERVE AREA, AS SUBJECT TO THE EASEMENT, AGREES TO BE BOUND BY THESE COVENANTS.

## SECTION II - RESERVE AREAS

### A. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVE AREAS A, B, AND C ARE HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING BUT NOT LIMITED TO PRIVATE STREETS; PRIVATE OVERLAND AND UNDERGROUND STORMWATER DRAINAGE, DETENTION, AND RETENTION; AQUATIC RESOURCE PROTECTION; 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 HOMEOWNERS' ASSOCIATION (AS DEFINED BELOW), FORMED PURSUANT TO SECTION IV HEREOF. RESERVES D AND E ARE FOR OVERLAND DRAINAGE AND OTHER USES AS DETERMINED BY THE DEVELOPER AND AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA.

### 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 FACILITIES TO CONTROL STORMWATER RUNOFF, FOR UTILITIES, AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, ENTRY FEATURES, SIGNAGE, PERIMETER FENCES AND WALLS, LANDSCAPING, IRRIGATION, AND LIGHTING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' 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 STATES 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.

5. RESERVE A, REGARDLESS WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED BY THE DEVELOPER AS A UTILITY EASEMENT.

### C. RESERVE B

RESERVE B, 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 ENTRY FEATURES, SIGNAGE, PERIMETER FENCES AND WALLS, LANDSCAPING, IRRIGATION, AND LIGHTING, AND UTILITIES, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION (AS DEFINED BELOW), TO BE FORMED PURSUANT TO SECTION IV HEREOF.

### D. RESERVE C

1. RESERVE C 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 OVERLAND AND UNDERGROUND STORMWATER DRAINAGE, DETENTION, AND RETENTION; UTILITIES; PRIVATE RECREATIONAL USES SUCH AS OPEN SPACE, SIDEWALKS, TRAILS, AND PRIVATE PARKS; SIGNAGE; FENCES AND WALLS; LANDSCAPING; IRRIGATION; LIGHTING; AND OTHER RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA.

2. RESERVE C POTENTIALLY CONTAINS AREAS OF JURISDICTIONAL WATERS OF THE UNITED STATES OF AMERICA OR OTHER AQUATIC RESOURCES. ALL SUCH AREAS WITHIN RESERVE C SHALL BE PROTECTED AS PERPETUAL AQUATIC ECOSYSTEM PRESERVES AS SET FORTH BY THE U.S. ARMY CORPS OF ENGINEERS. ACTIVITY WITHIN SUCH AREAS OF RESERVE C INCLUDING BUT NOT LIMITED TO DRAINING, MOWING, CLEARING, ETC., SHALL BE PERFORMED ONLY WITH THE APPROVAL OF THE U.S. ARMY CORPS OF ENGINEERS AND THE CITY OF BIXBY, OKLAHOMA. UTILITY COMPANIES AND CONTRACTORS ARE ADVISED TO SECURE ALL APPLICABLE PERMITS PRIOR TO COMMENCING WORK WITHIN RESERVE C. IT SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION (AS DEFINED BELOW) TO PROPERLY POST AND MONITOR ALL ACTIVITIES WITHIN RESERVE C TO ENSURE COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.

3. RESERVE C, REGARDLESS WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED BY THE DEVELOPER AS AN OVERLAND DRAINAGE EASEMENT.

### E. RESERVES D AND E

1. RESERVES D AND E ARE HEREBY ESTABLISHED BY GRANT OF THE DEVELOPER FOR THE PURPOSE OF PROVIDING FOR PRIVATE OVERLAND AND UNDERGROUND STORMWATER DRAINAGE, THE EXCLUSION OF REGULATORY FLOODPLAIN AREAS FROM LOTS, AND FOR OTHER USES AS DETERMINED BY THE DEVELOPER OR SUBSEQUENT OWNER THEREOF AND AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA.

2. RESERVE D POTENTIALLY CONTAINS AREAS OF JURISDICTIONAL WATERS OF THE UNITED STATES OF AMERICA OR OTHER AQUATIC RESOURCES. ALL SUCH AREAS WITHIN RESERVE D SHALL BE PROTECTED AS PERPETUAL AQUATIC ECOSYSTEM PRESERVES AS SET FORTH BY THE U.S. ARMY CORPS OF ENGINEERS. ACTIVITY WITHIN SUCH AREAS OF RESERVE D, INCLUDING BUT NOT LIMITED TO DRAINING, MOWING, CLEARING, ETC., SHALL BE PERFORMED ONLY WITH THE APPROVAL OF THE U.S. ARMY CORPS OF ENGINEERS AND THE CITY OF BIXBY, OKLAHOMA. UTILITY COMPANIES AND CONTRACTORS ARE ADVISED TO SECURE ALL APPLICABLE PERMITS PRIOR TO COMMENCING WORK WITHIN RESERVE D. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF RESERVE D TO PROPERLY POST AND MONITOR ALL ACTIVITIES WITHIN RESERVE D TO ENSURE COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.

3. RESERVE E SHALL NOT BE TRANSFERRED, SOLD, GRANTED, CONVEYED, DONATED, ASSIGNED OR OTHERWISE OWNED SEPARATE OR APART FROM ONE (1) OR MORE OF THE FOLLOWING: LOT TWO (2) OF BLOCK TWO (2); RESERVE D; OR RESERVE C, UNLESS IT IS PROVIDED DIRECT FRONTAGE ON A PUBLIC OR PRIVATE STREET OR ACCESS THERETO BY MEANS OF A VALID, UNINTERRUPTED EASEMENT.

4. RESERVES D AND E, REGARDLESS WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED BY THE DEVELOPER AS OVERLAND DRAINAGE EASEMENTS.

5. ANY FENCING ENCLOSING RESERVES D AND E SHALL BE SUBJECT TO THE PROVISIONS OF THE OVERLAND DRAINAGE EASEMENT AS PROVIDED HEREIN.

DATE OF PREPARATION: May 6, 2025

The Reserve at Cedar Ridge

SHEET 2 OF 3

# Conditional Final Plat

BXPUD-22.07

# The Reserve at Cedar Ridge

PART OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2 NE/4) OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) 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)

#### F. 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 OWNER THEREOF. WITH THE POSSIBLE EXCLUSION OF RESERVES D AND E, SAID OWNER SHALL BE THE HOMEOWNERS' ASSOCIATION (AS DEFINED BELOW) AS PROVIDED IN SECTION VI HEREOF, UPON CONVEYANCE OF SUCH RESERVE AREA BY THE DEVELOPER TO THE HOMEOWNERS' ASSOCIATION. THE CITY OF BIXBY SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

2. ALL COMMON SPACE WITHIN ALL RESERVE AREAS, INCLUDING ENTRY FEATURES AND AREAS OF GRASS, AND THE GRASS-COVERED AREAS OF THE ADJACENT PUBLIC STREET RIGHT-OF-WAY OF EAST 121ST STREET SOUTH, SHALL BE MAINTAINED AS TO SCHEDULE AND STANDARD OF CARE AS DETERMINED APPROPRIATE BY THE HOMEOWNERS' 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 SHOULD FAIL 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 HOMEOWNERS' ASSOCIATION (AS DEFINED BELOW), AS SET FORTH IN SECTION VI HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE HOMEOWNERS' ASSOCIATION, WITH THE POSSIBLE EXCEPTION OF RESERVES D AND E. IN THE EVENT THE RESERVE AREA OWNER SHOULD FAIL 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 THE RESERVE AREA OWNER. ALTERNATIVELY, FOR ANY RESERVE AREA OWNED BY THE HOMEOWNERS' ASSOCIATION, THE CITY MAY FILE SAID LIEN AGAINST EACH OF THE LOTS WITHIN THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' 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 OWNERS' WATER BILLS, 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.

#### G. INDEMNIFICATION OF OWNER AND CITY

EACH LOT AND RESERVE AREA OWNER, RESIDENT, AND MEMBER OF THE HOMEOWNERS' 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 OR MEMBER OF THE HOMEOWNERS' 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 OR MEMBER OF THE HOMEOWNERS' 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-22.07 ("THE RESERVE AT CEDAR RIDGE") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-22.07 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON OCTOBER 17, 2022, AND APPROVED BY THE BIXBY CITY COUNCIL ON OCTOBER 24, 2022, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 2422) APPROVED OCTOBER 24, 2022 WITH EMERGENCY CLAUSE ATTACHED, MAKING THE ORDINANCE EFFECTIVE IMMEDIATELY UPON ITS PASSAGE ON OCTOBER 24, 2022, AND

WHEREAS, MINOR AMENDMENT NO. 1 TO BXPUD-22.07, (B.X.P.U.D. 22.07 MA.01) "THE RESERVE AT CEDAR RIDGE", WAS APPROVED BY THE CITY OF BIXBY PLANNING COMMISSION ON SEPTEMBER 16, 2024, AND

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

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

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

#### A. GENERAL

##### 1. DEVELOPMENT IN ACCORDANCE WITH PUD

THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-22.07, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-22.07 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 SEPTEMBER 6, 2022 (DATE OF PUD APPLICATION).

#### B. DEVELOPMENT STANDARDS

PERMITTED USES: USES PERMITTED BY RIGHT IN THE RS-1 ZONING DISTRICT.

MINIMUM LOT SIZE: 20,000 SQ. FT.

MINIMUM LOT WIDTH: 120 FEET

MINIMUM BUILDING SETBACKS:

FRONT: 30 FEET

REAR YARD: 20 FEET

INTERIOR SIDE YARDS: 10 FT./10 FT.

EXTERIOR SIDE YARD (ABUTTING A PRIVATE STREET): 30 FEET

EXTERIOR YARD ABUTTING AN ARTERIAL STREET: 35 FEET

MAXIMUM BUILDING HEIGHT: 35 FEET/2-AND

ONE-HALF STORIES

ACCESSORY BUILDINGS: 35 FEET

MINIMUM LIVABILITY SPACE PER LOT: 10,000 SF \*

\* LIVABILITY SPACE PER LOT MAY TAKE INTO ACCOUNT, AND UTILIZE, COMMON OPEN SPACE TO SATISFY THE REQUIREMENT, IF NECESSARY.

OTHER BULK AND AREA REQUIREMENTS: AS ESTABLISHED IN THE RS-1 ZONING DISTRICT

FLOOR AREA OF DWELLING: ALL DWELLINGS SHALL HAVE A MINIMUM FLOOR AREA OF 4,000 SQUARE FEET, MEASURED "OVER MASONRY". ADDITIONALLY, THE FIRST STORY OF ALL TWO-STORY DWELLINGS SHALL HAVE A MINIMUM (FIRST FLOOR) OF 3,000 SQUARE FEET MEASURED "OVER MASONRY".

#### C. LANDSCAPING AND OPEN SPACE

THE RESERVE AREAS SHOWN ON [BXPUD-22.07 "EXHIBIT 'A' THE RESERVE AT CEDAR RIDGE CONCEPTUAL SITE PLAN"] WILL BE USED FOR LANDSCAPING, ENTRY FEATURES AND SIGNAGE, STORMWATER DRAINAGE AND DETENTION AND OPEN SPACE. ADDITIONALLY, MUCH OF RESERVE (C) IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN AND IS TO REMAIN IN ITS UNDISTURBED AND NATIVE STATE, PROTECTING THE EXISTING, NATURAL HABITAT. STORMWATER DETENTION WILL BE PROVIDED IN THE NORTHERN PORTION OF RESERVE (C) THAT IS LOCATED OUTSIDE OF THE 100-YEAR FLOODPLAIN. ALL LANDSCAPING AND OPEN SPACE WILL BE PROVIDED IN ACCORDANCE WITH CITY OF BIXBY ZONING CODE.

TO FURTHER ENHANCE THE QUALITY OF LIFE FOR THE RESIDENTS AT THE RESERVE AT CEDAR RIDGE, WITHIN RESERVE (C), A PARK AND TRAILHEAD SHALL BE ESTABLISHED TO PROVIDE ADDITIONAL PASSIVE RECREATION OPPORTUNITIES AND PROVIDE ACCESS TO A SERIES OF NATURE TRAILS FOR WALKING, JOGGING, AND MOUNTAIN BIKING.

#### D. LOT COMBINATIONS

LOT COMBINATIONS MAY BE PERMITTED, WITH THE WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE, TO ALLOW DWELLING UNITS TO INCLUDE MULTIPLE LOTS IN ORDER TO ALLOW A BUILDING TO BE BUILT OVER LOT LINES BUT DOES NOT ALLOW FOR THE BUILDING TO ENCROACH INTO A PLATTED UTILITY EASEMENT.

#### E. SITE PLAN REVIEW

FOR THE PURPOSE OF SITE PLAN REVIEW, THE FINAL SUBDIVISION PLAT OF THE RESERVE AT CEDAR RIDGE SHALL SERVE AS THE REQUIRED SITE PLAN.

#### F. PLATTING REQUIREMENT

NO BUILDING PERMIT WILL BE ISSUED UNTIL THE PLANNED UNIT DEVELOPMENT SITE HAS BEEN INCLUDED WITHIN A SUBDIVISION PLAT SUBMITTED TO AND APPROVED BY THE CITY OF BIXBY PLANNING COMMISSION AND THE CITY OF BIXBY CITY COUNCIL, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT WILL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PLANNED UNIT DEVELOPMENT AND THE CITY OF BIXBY SHALL BE A BENEFICIARY THEREOF.

### SECTION IV - HOMEOWNERS' ASSOCIATION

#### A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE 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 RESERVE AT CEDAR RIDGE", 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 APURTENANT 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

EACH OWNER OF A LOT SUBSEQUENT TO THE DEVELOPER, BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREES TO PAY THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND FILED OF RECORD BY THE DEVELOPER. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

#### D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

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

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

#### A. ENFORCEMENT AND DURATION

THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPER, ITS GRANTEES, 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 SUCH PERSON OR PERSONS 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 STREETS, EASEMENTS, AND UTILITIES, SECTION II RESERVE AREAS, 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 RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-22.07 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-22.07 UPON FILING OF RECORD AN ORDINANCE OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS WITHIN SECTION IV HOMEOWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE DEVELOPER DURING SUCH PERIOD THAT THE DEVELOPER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN THE SUBDIVISION OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION 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 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 DEVELOPER. THE FAILURE OF THE 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 SEPTEMBER 6, 2022 (DATE OF PUD APPLICATION), OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

SOONER DEVELOPMENT GROUP - CR RESERVE, LLC,  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
THOMAS CONNELL CURRAN, MANAGER

STATE OF OKLAHOMA )

) SS

COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED THOMAS CONNELL CURRAN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF SOONER DEVELOPMENT GROUP - CR RESERVE, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SOONER DEVELOPMENT GROUP - CR RESERVE, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

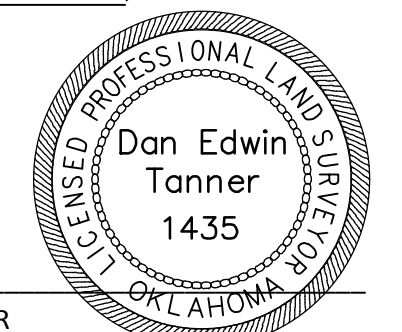
MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

### CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "THE RESERVE AT CEDAR RIDGE", 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 \_\_\_\_\_, 2025.



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

STATE OF OKLAHOMA )

) SS

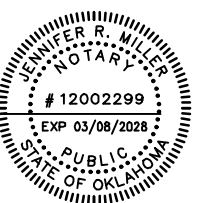
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, 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

BX BA-25.04

**Bixby Planning Department  
 Board of Adjustment  
 Application**

Project Name: Laws Swimming Pool  
 Project Case #: \_\_\_\_\_  
 BOA Hearing Date: \_\_\_\_\_ Location: 116 West Needles Avenue

**Owner Information:**

Name: Billy Law Phone: 580-483-6663  
 Email: fbillylaw@yahoo.com  
 Address: 14410 S. Gary Ave  
 City/State: Bixby, OK Zip: 74008

**Applicant Information:**

Name: Billy Law Phone: 580-483-6663  
 Email: fbillylaw@yahoo.com  
 Address: 14410 S. Gary Ave  
 City/State: Bixby, OK Zip: 74008

If Applicant is other than Owner:

Indicate interest: \_\_\_\_\_  
 Owner Consent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Property Information:**

Address: 14410 S. Gary Ave Bixby, OK Zip: 74008  
 Subdivision: Reserve at Harvard ponds Lot: 6 Block: 7  
 SEC: \_\_\_\_\_ TWN: \_\_\_\_\_ RGE: \_\_\_\_\_

Legal Description: (If unplatted, attach a survey with legal description or copy of deed)

**Application for:**

Variance:  Special Exception: \_\_\_\_\_ Appeal: \_\_\_\_\_ Interpretation: \_\_\_\_\_

01. No Is subject tract located in the 100-year floodplain?
02. \_\_\_\_\_ If so, does this request encroach into the 100-year floodplain?
03. \_\_\_\_\_ If so, please attach Elevation Certificate.

CITY OF BIXBY  
 DEVELOPMENT SERVICES

MAR 28 2025

RECEIVED

Set out below the specifics of your application. Where applicable, indicate pertinent ordinances, provisions, uses, distances, dimensions, etc. You should attach any site plans, photographs, and other factual information which will assist the board in determining the merit of your application. Applications will not be accepted without a site plan.

Applicants for Variance. Complete the following: (Attach a longer narrative if needed)

04. Why would the literal enforcement of the Zoning Code create an unnecessary hardship?  
It will restrict our boundary of our pool for a Cox cable line and one BTc line
05. What makes your property peculiar, extraordinary, or exceptional as compared to other properties in the same district?  
its
06. Explain why the granting of a Variance will not cause substantial detriment to the public good or impair the purposes, spirit, and intent of the Zoning Code or Comprehensive Plan.  
because the only main line coming through is Cox cable which is 3ft off rear property line. The main power for Ob&E is being relocated out of the easement.
07. Explain why the Variance would be the minimum relief necessary to alleviate the unnecessary hardship.

Applicants for a Special Exception. Complete the following: (Attach a longer narrative if needed)

08. Describe Special Exception, and the Use Unit for the Special Exception, as indicated in the Bixby Zoning Code. Explain why the Special Exception will be in harmony with the spirit and intent of this title, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Applicants making an Appeal of a Building Official Action. Complete the following: (Attach a longer narrative if needed)

09. Describe the nature of the Appeal in detail:  
We are relocating the electric/power to South end to house, which was approved by Ob&E engineer. Therefor leaving Cox cable approx Per located by One call 3ft from rear property line.

RECEIVED

Applicants requesting an Interpretation of the Zoning Code or Map. Complete the following:  
(Attach a longer narrative if needed)

10. Describe the nature of the requested Interpretation:

We are trying to reclaim a fee perpetuation of our easement  
Still leaving a 5ft easement for cable line just a drop line  
from pedestal.

11. Fees:

- \$:650.00 Variance
- \$:350.00 Special Exception
- \$:300.00 Interpretation or Appeal from a Building Official

\$: 650<sup>00</sup> Base Fee\*  
\$: 140<sup>00</sup> Additional Fee\* (\$140.00 per sign)  
\$: 385<sup>00</sup> Legal Publication/Mailings  
\$: 1,175 Total Fees\*

mail = \$300<sup>00</sup>  
TW = \$85<sup>00</sup>

(\*or as specified in the current approved fee schedule)

I do hereby certify that the information submitted herein is complete, true, and accurate:

Signature: [Signature] Date: 3-28-05

**Applicant – Do Not Write Below This Line**

.....

BXBA- \_\_\_\_\_

Application Date Received: \_\_\_\_\_ Received by: \_\_\_\_\_

Total Fees \$: \_\_\_\_\_ Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_

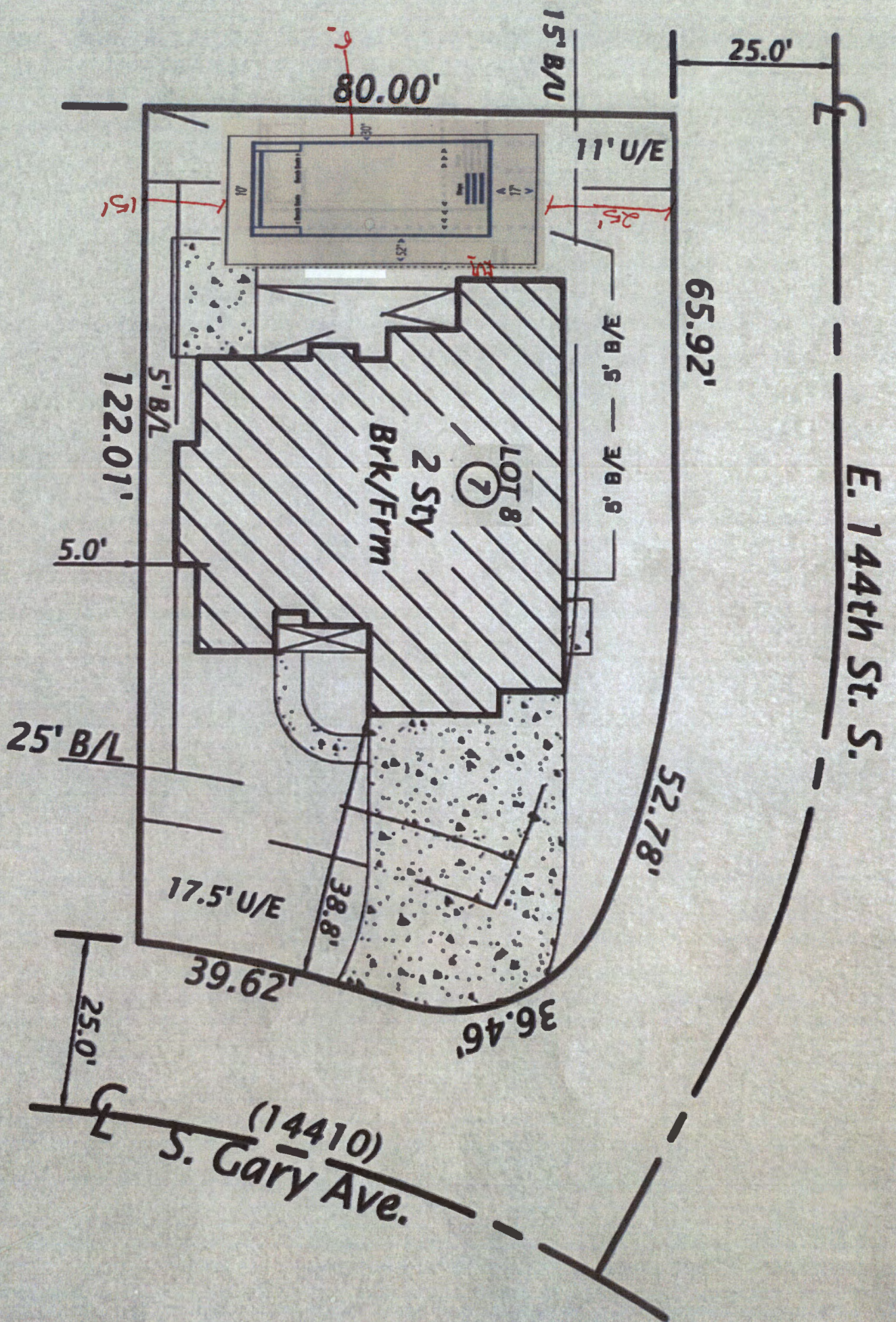
Action: \_\_\_\_\_

Conditions: \_\_\_\_\_

Date: \_\_\_\_\_ Role Call: \_\_\_\_\_

Staff Rec. \_\_\_\_\_





# Proposed Pool Plan

Site Plan

Elevation Plan

Elevation Plan

Plumbing Plan

Electrical Plan

Details

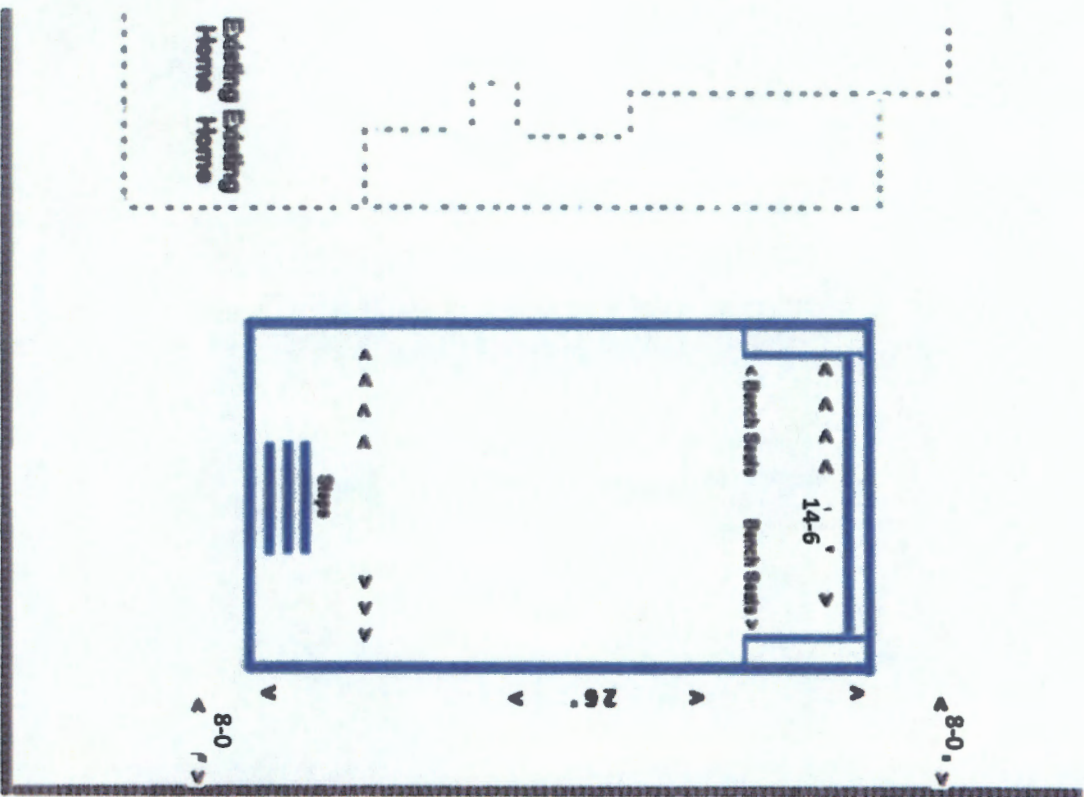
Drainage Plan

Plot Plan

Cover Page

**Bill Law**

**14410 S Gary Ave, Bixby**



**General Notes**

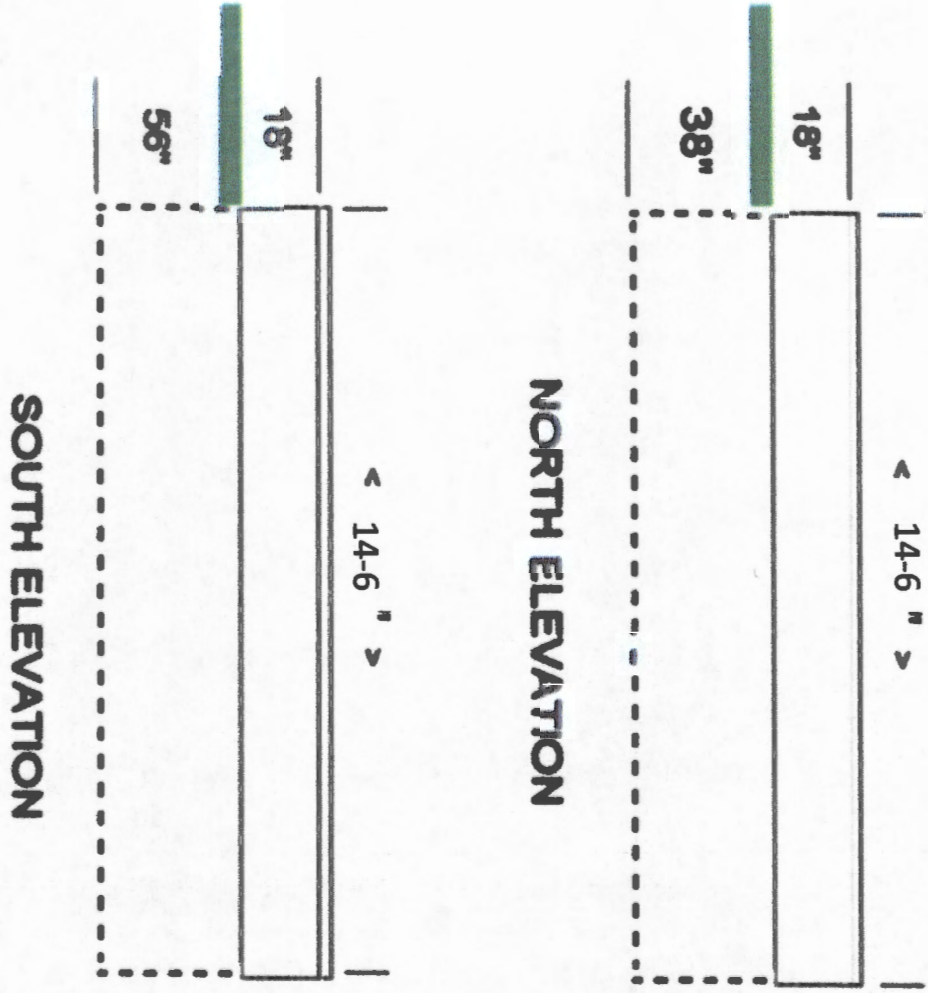
- 10" thick slab with #4 rebar at 12" OC
- 10" thick walls with #4 rebar at 12" OC
- #4 rebar in corner at 12" OC in walls and slab
- Walls height will extend approx. 18" above ground
- Wall will create bench seat around entire perimeter
- Sidewalks will be 4" thick with #4 rebar @ 18" OC
- Pool will be from 3'-6" to 6'-6" in depth
- Pool Dimensions 14-6x 28' out to out.
- Pool will be more than 6-0" from back fence to meet UE
- All Concrete will be 4000 PSI (or greater)
- Steps and Benches will utilize #4 rebar 12" OC
- Corner bars will be utilized as necessary at all corners at 12" OC
- Exterior wall of pool will be finished in Rock
- Coping Rock/Concrete will be placed on top of exterior wall
- Electical will be completed by certified electrician
- Proper water sealant will be utilized
- One the box is built a sub contractor will be utilized to surface the pool

**Pool Equipment Notes**

- Pool equipment will be as recommended by local pool supplier
- Minimum of 4 pool jets
- Two drains will be placed in the deep end
- One Summer will be utilized

**Drainage**

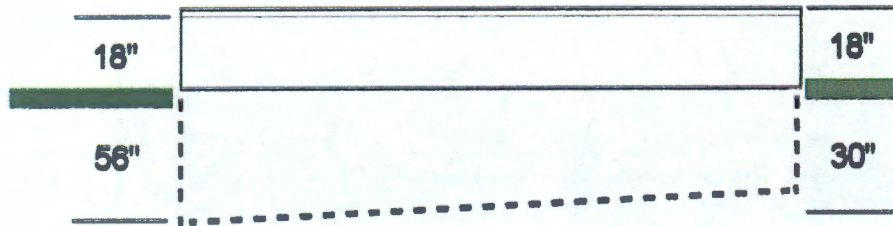
- French Drains and Drain Inlets will be used as needed
- See Drainage Plan



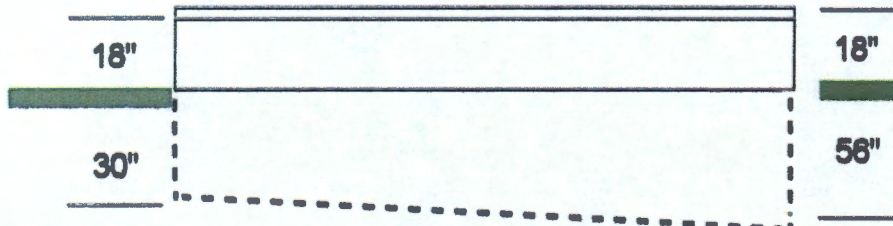
**NOTES:**

**Depth of Pool**

# ELEVATIONS PLAN



**EAST ELEVATION**  
Facing the back neighbor



**WEST ELEVATION**  
Facing the House

**NOTES:**

Pool will be 18" above ground

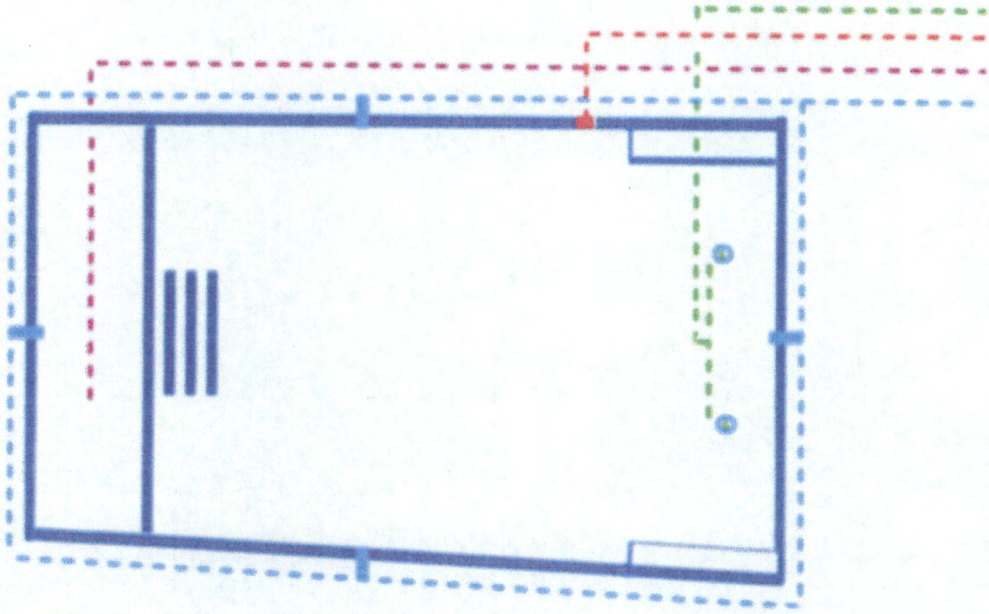
The 18" wall will be a perimeter bench

The above ground finish will be a mix of Cedar and Rock

Stone/Concrete Coping

Sidewalk and Landscaping around perimeter

**Pool Equipment**



- Skimmer Plumbing Line
- Drain Plumbing Lines
- Circulation Lines
- Tanning Area Bubbler Plumbing

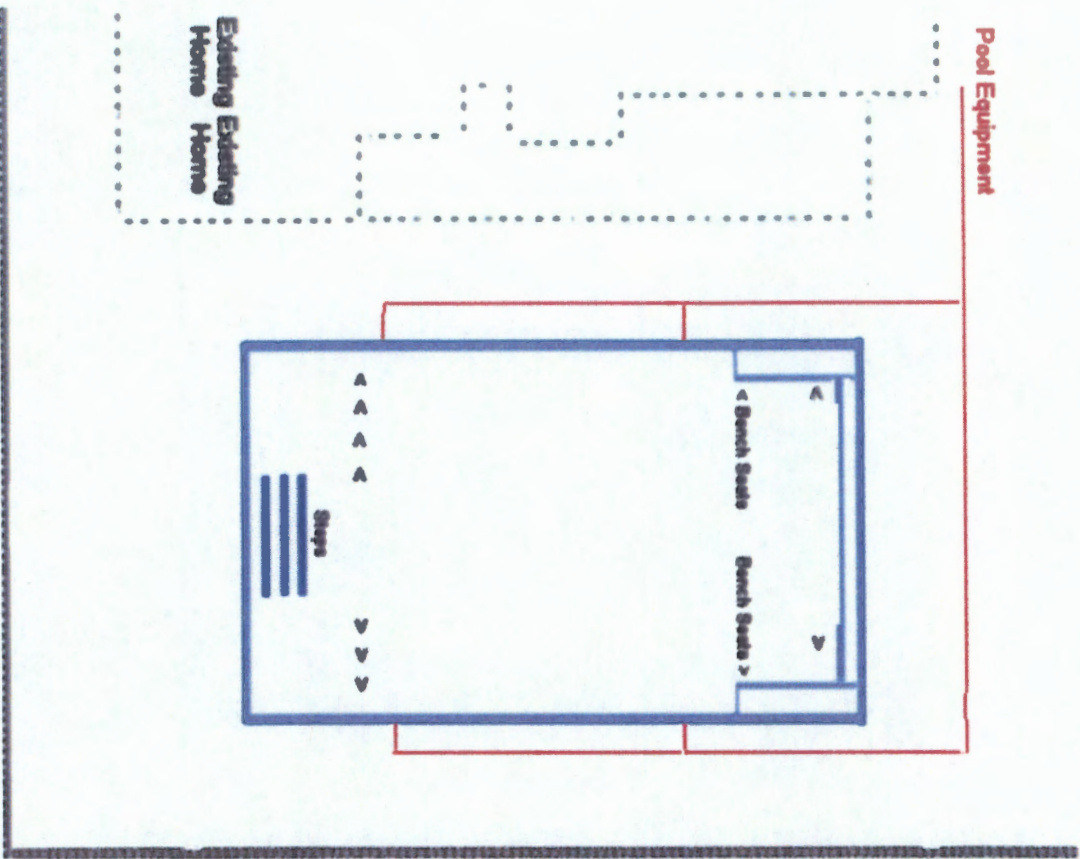
**General Notes**

1-1/2" Multiruns will be utilized  
Manifold system utilized for circulation jets

**Pool Drain Design**



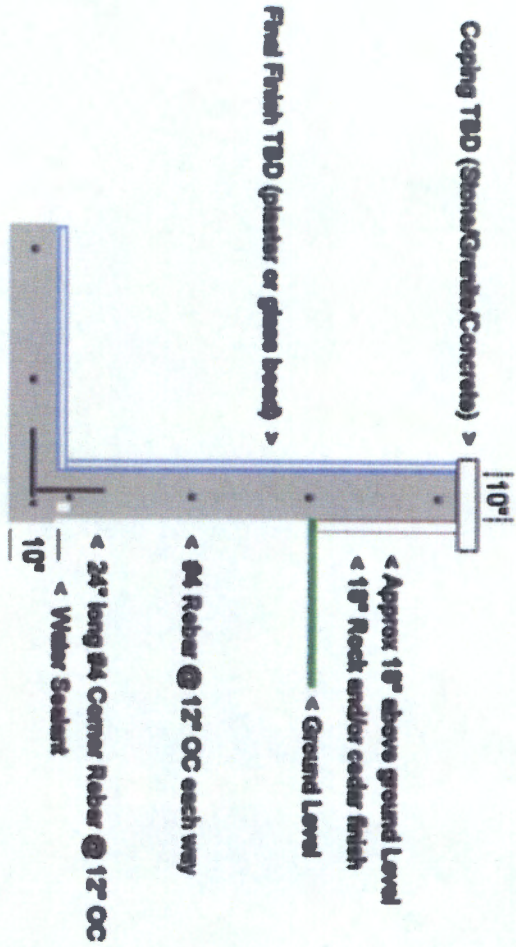
# PLUMBING PLAN



**General Notes**

- A Breaker Box was placed on the rear of the Building with Fuses for a Swimming Pool
- Electrician will apply for the electrical permit and complete all electrical work.
- A pool light will be installed in the pool
- A light switch will be located inside the Building
- BB = Breaker Box
- Fuse sizes will be determined by

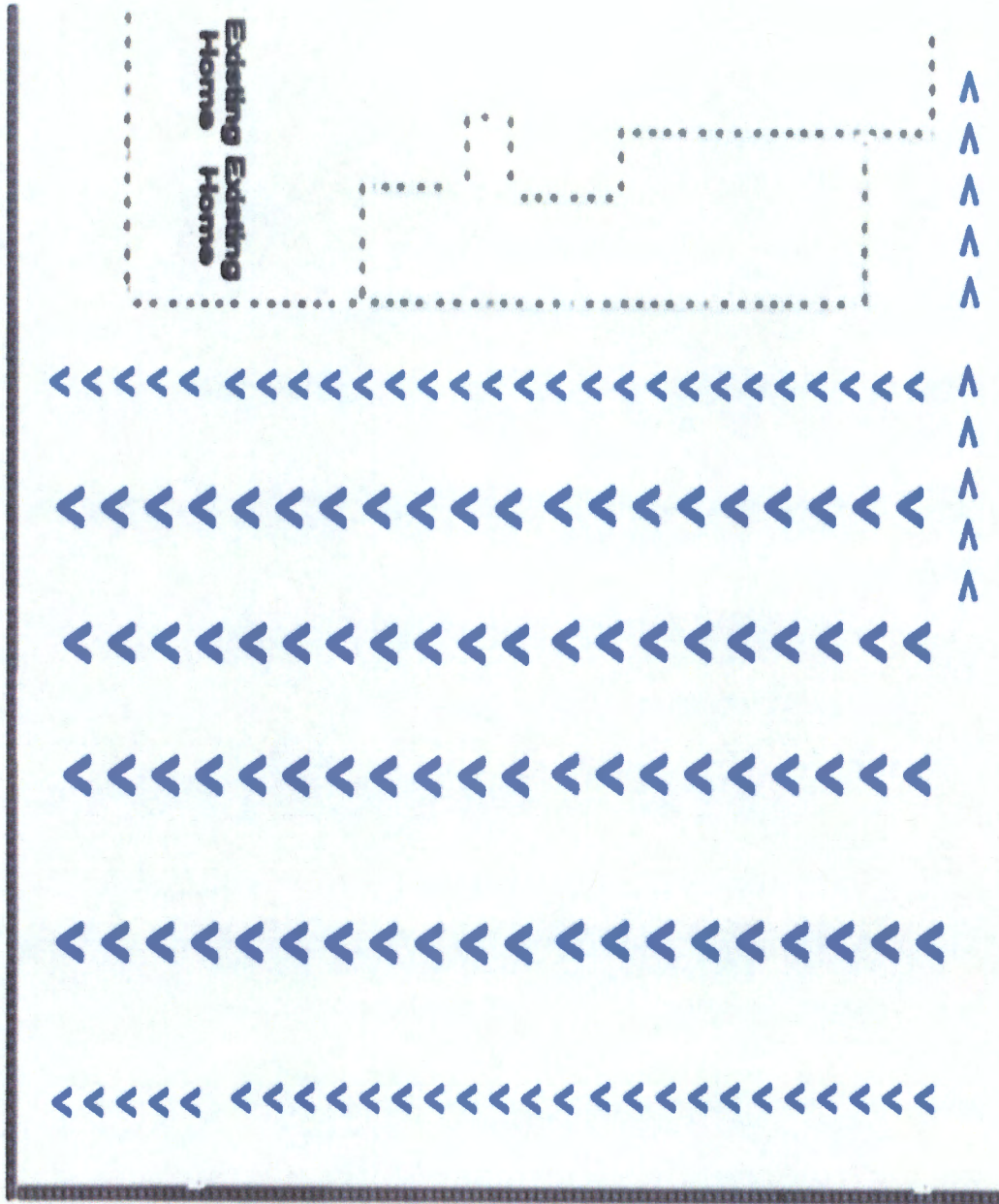
# ELECTRICAL PLAN



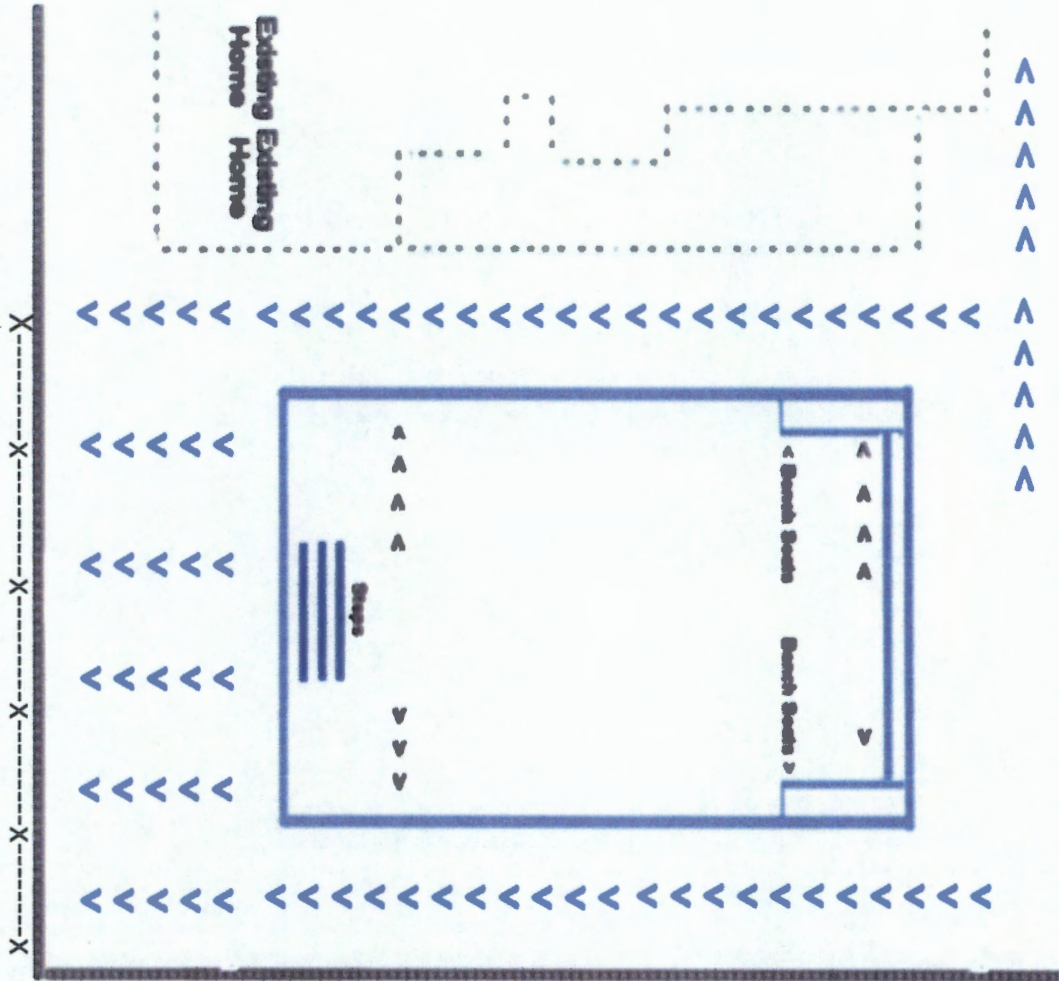
**NOTES:**

- 10" Concrete Floor w/ #4 rebar 12" OC
- 10" Concrete Walls w/ #4 rebar 12" OC
- Thickened floor at steps and benches
- Water Stop at wall and floor connection
- #4 rebar corners at 12" OC at wall/floor

# WALL & FLOOR DETAIL



# CURRENT DRAINAGE PLAN



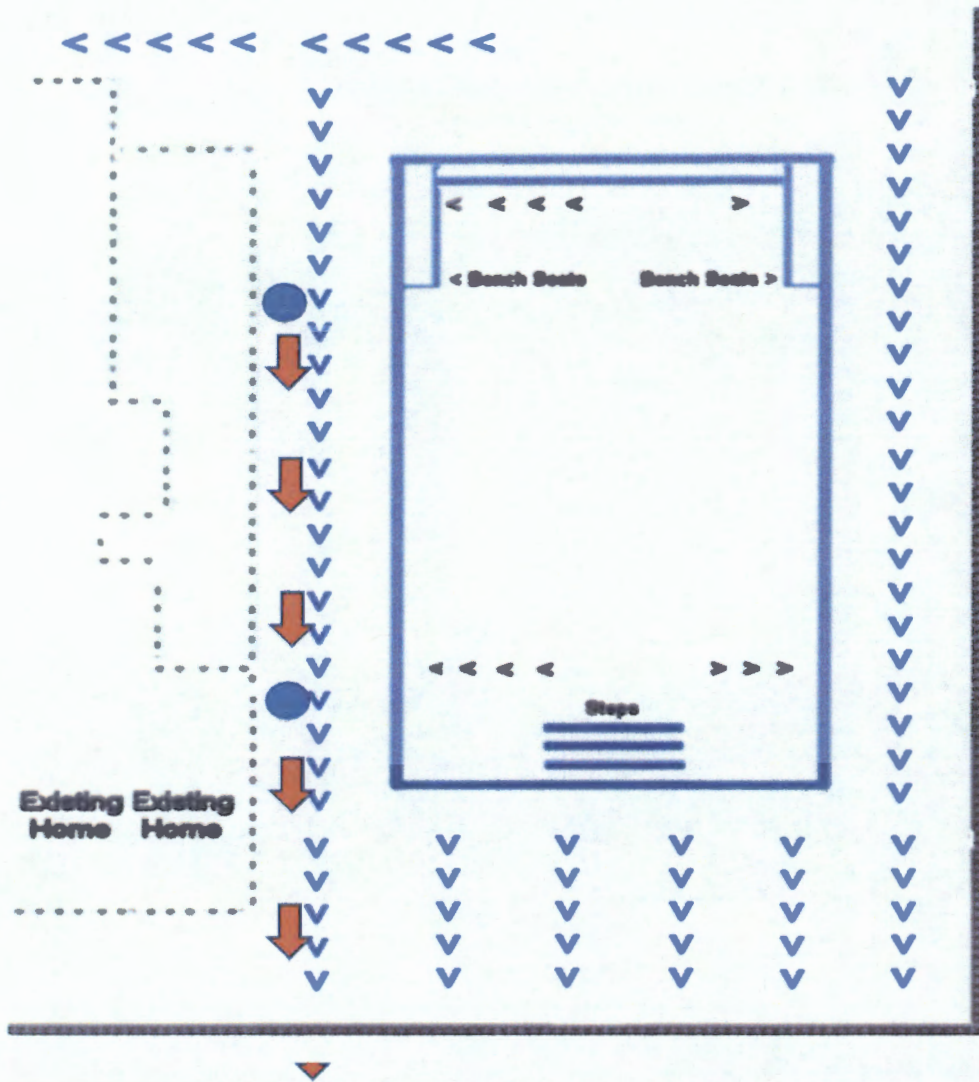
**NOTES:**

Water will drain to same locations

X - - - - X Silt Fence

V - Maintains current Drainage

# EROSION CONTROL PLAN



**NOTES:**

**Water will drain to same locations**

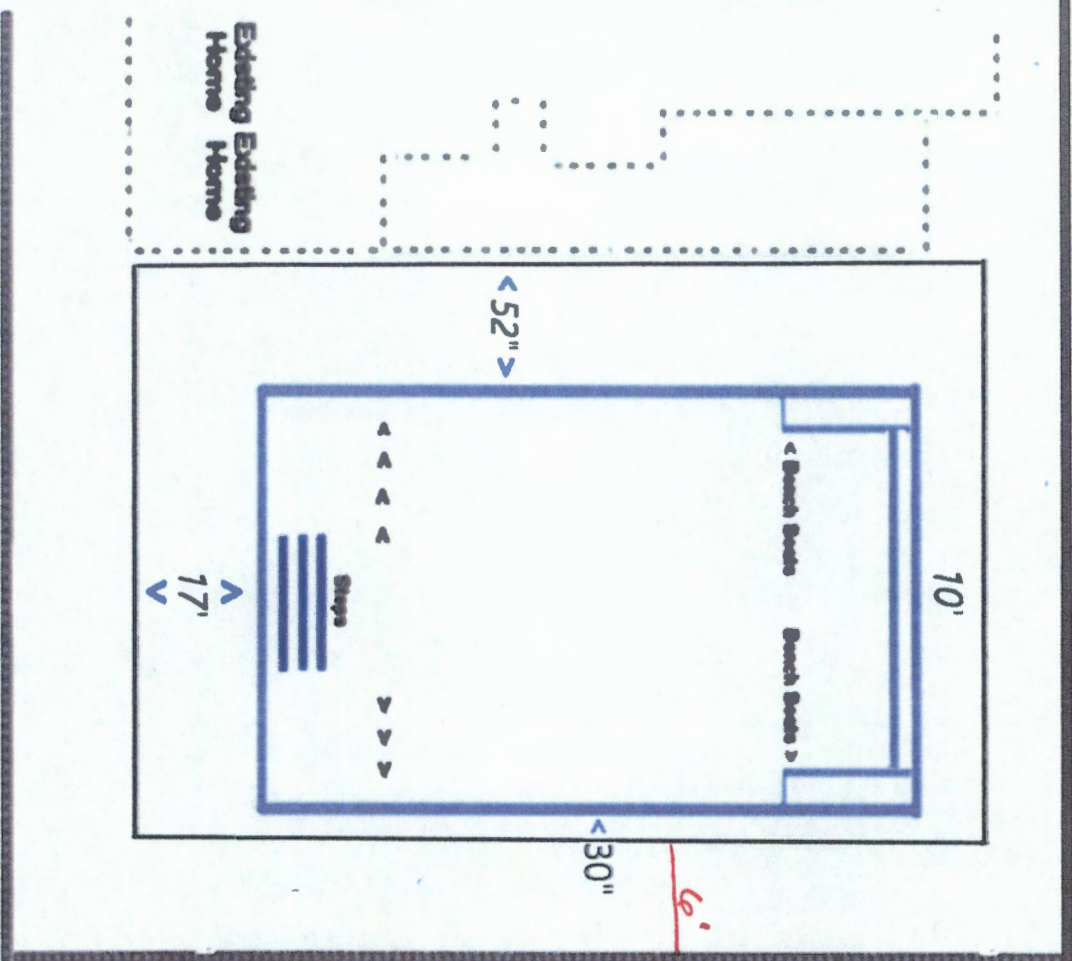
● Proposed Drains

➔ Existing Drain 4" Drain Tile

**Note:**

- 1) Three drains will be positioned between the Pool and the house. A 4" drain tile will carry this drainage water to an existing drain tile that releases into the street.
- 2) All other drain water will follow the same path as before construction.

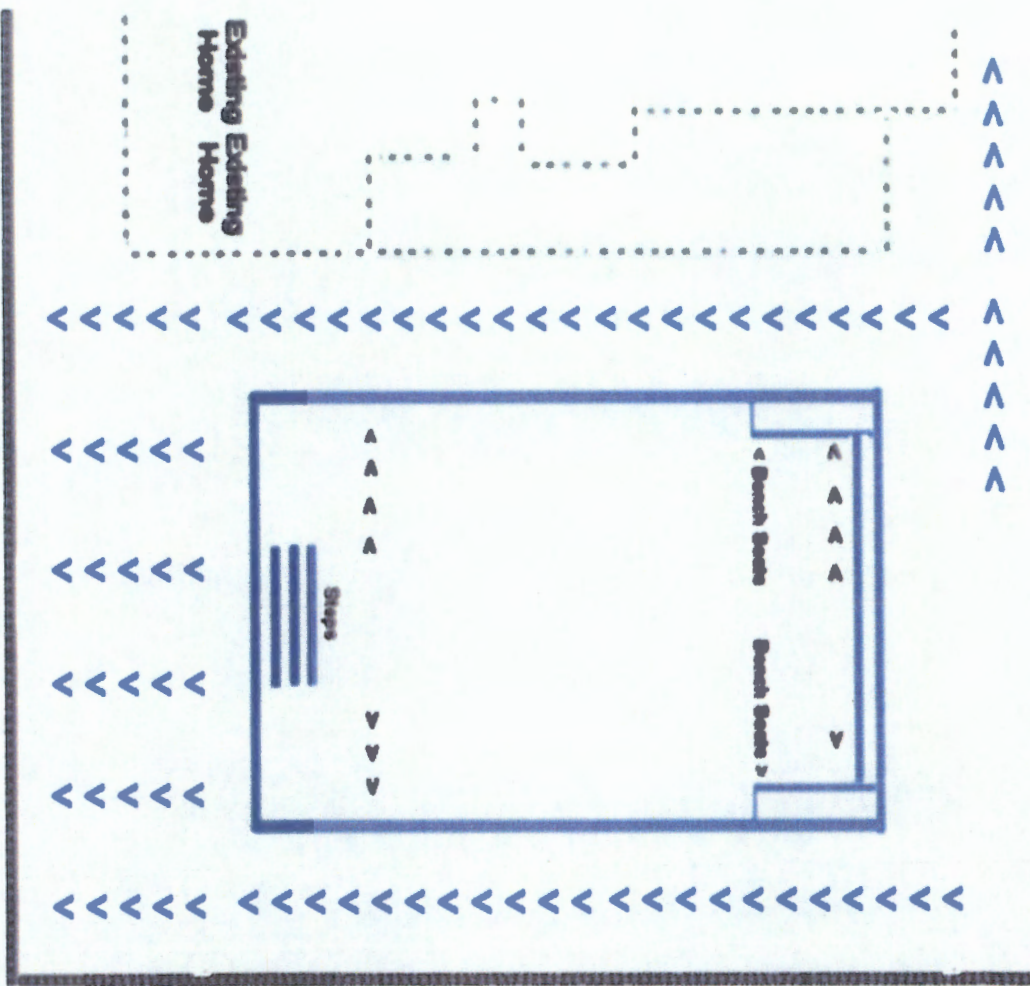
**PROPOSED DRAINAGE PLAN**



Pool Decking Dimension

Edge of Decking

Fence Line



V – Maintains current Drainage

# FINAL DRAINAGE PLAN