

Bixby Technical Advisory Committee Meeting Agenda



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



Wednesday, October 1, 2025 | 10:00 A.M.

Technical Advisory Committee Members

David Segala - A.E.P.-P.S.O.
Jody Chester - A.E.P.-P.S.O.
Aaron Smith - A.E.P.-P.S.O.
Brett Ashlock - A.T.&T.
Kevin Bender - A.T.&T.
Kevin Wingard - SDT
Richard Gann - B.T.C. Broadband
Tony Gonzalez - B.T.C. Broadband
Susan Bevard - B.T.C. Broadband
Chad Jones - B.T.C. Broadband
Scott Lowry – B.T.C. Broadband
Woody Lowry - B.T.C. Broadband
Rob Miller -Bixby Public Schools
Lydia Wilson - Bixby Public Schools
Bea Aamodt - Bixby Public Works Director
Jim Harges, Construction Manager
Joey Wiedel – City Manager
Gwen Plante – Project Manager
Joe Sherrell - Bixby Fire Chief
Nicholas Flanary - Bixby Fire Marshal
Ryan King – Assistant Fire Marshal
Gladys Gill – City Planner I
Justin Rich - Cox
Loyda Mercado - Cox
Kadi Calfy – Cox
Matt Foreman – Cox

Christopher Long - Cox R.O.W. Agent
Marty Lademan - Creek County R.W.D. #2
Cynthia Hubbell - Creek County R.W.D. #2
Katherine Russell - East Central Electric
Ron Wolfe - East Central Electric (E.C.E.)
Caleb Brennecke – East Central Electric
Michael Beardsley – East Central Electric
Jeremy Hendrickson – ecoLINK
Rick McElhannon – ecoLINK
Steve Whitehouse - O.G. & E.
Dewayne Perry - O.G. & E.
Keith Melson - O.G. & E.
Quan Tran – O.G. & E.
Brandon Rainbolt - O.N.G.
Chandler Eidson - O.N.G.
Patrick Stone – O.N.G.
Bryant Cox – O.N.G.
Kris Mendoza – O.N.G.
Jeff Briggs – O.N.G.
Kym Cude – O.N.G.
Shannon Clemente –O.N.G.
Chance Marshall - O.N.G.
Chris Stobaugh - U.S.P.S. Bixby
Aaron Grodi - Windstream
Joel Ostrenga - Windstream

Call to Order

Introductions

Approval of Minutes

1. Review and approve minutes for the TAC meeting dated September 3, 2025.

Items to be Considered and Discussed

1. Discussion and review of the Preliminary Plat for a residential development known as Bixby Plains, encompassing approximately 49.79 acres, with 124 lots divided into 9 blocks with 4 reserve areas.

2. Discussion and review of the Preliminary Plat for a residential development known as Prescott Hill Block 1-6, encompassing approximately 47.750 acres, with 59 lots divided into 6 blocks with 5 reserve areas.
3. Discussion and review of the Preliminary Plat for a commercial development known as Yale Village, encompassing approximately 17.751 acres, with 1 lot divided into 1 block with 1 reserve area.
4. Utility Easement Closure (Bxec-25.04) for Lot 6, Block 1 in Eagle Rock, located at 13870 S. Hudson Avenue, Bixby, OK 74008.

Adjournment

This Notice and Agenda were posted on the bulletin board on or before 10:00 a.m., September 30, 2025, at the Bixby Municipal Building located at 111 N Cabaniss Ave, Bixby, Oklahoma.

Respectfully submitted,



Gladys Gill
Assistant 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 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, September 3, 2025 | 10:00 A.M.

Technical Advisory Committee Members

Members Present

Gwen Plante, City of Bixby
Donna Crawford, COB Consultant
Justin Clare, City of Bixby
Erik Dye, City of Bixby
Gladys Gill, City of Bixby
Richard Gann, BTC

Others Present

Erik Enyart, Tanner Consulting
Richard Oltmann, Blue Sky Consul.

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. Review and approve minutes for the TAC meeting dated August 6, 2025.

Gladys Gill requested a motion to approve the minutes from the Technical Advisory Committee meeting held on August 6, 2025. Richard Gann from BTC made the motion to approve the minutes, and Erik Enyart seconded it.

Aye: All

Nay: None

Motion Carried

Items to be Discussed

1. Discussion and review of a lot split for the Binney property located south of 161st Street, approximately 660-feet east of South Riverview Drive.

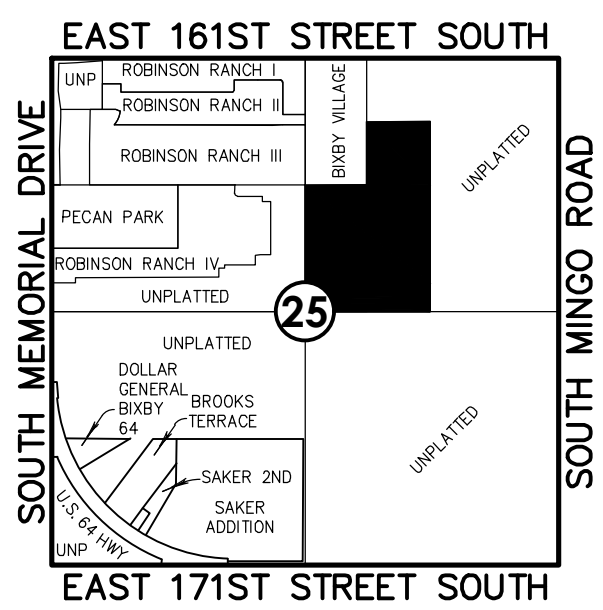
Gladys Gill introduced Item 1 and invited utility representatives to share their comments. No comments received from the Committee.

2. Discuss and review a lot split and lot combo for the Chick-fil-A located at 10437 S Memorial Dr, Tulsa, OK 74133.

Gladys Gill introduced Item 2 and invited utility representatives to share their comments. BTC requested that the utility easement running through the property not be closed. No further comments.

Adjournment: The meeting was adjourned at 10:15 AM.

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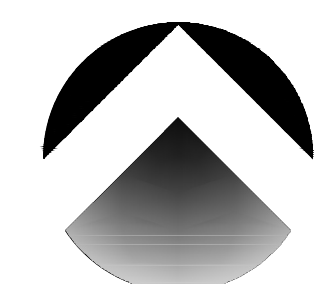


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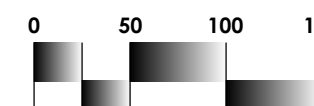
Preliminary Plat

Bixby Plains

PART OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2 NE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA



NORTH



Scale: 1"= 100'
Tanner Consulting

Location Map

Scale: 1"= 2000'



SUBDIVISION CONTAINS:

ONE HUNDRED TWENTY-FOUR (124) LOTS
IN NINE (9) BLOCKS
WITH FOUR (4) RESERVE AREAS

GROSS SUBDIVISION AREA: 49.790 ACRES

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) 3/8" IRON PIN SET AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 25;
 - (B) 2" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 25;
 THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°35'41" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BIXBY AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 162ND PLACE SOUTH, BEING A PUBLIC STREET.

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

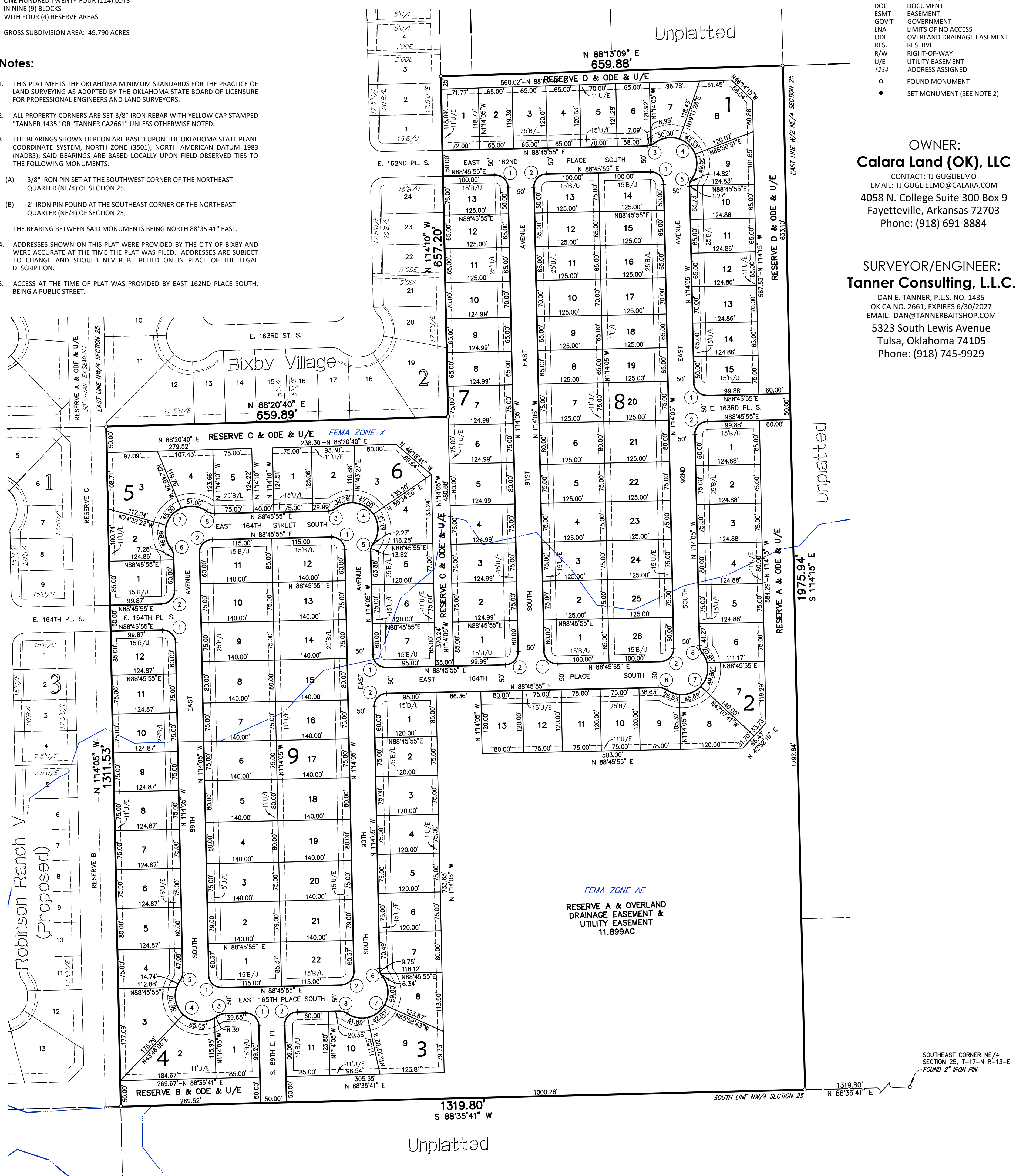
OWNER:

Calara Land (OK), LLC

CONTACT: TJ GUGLIEMMO
EMAIL: TJ.GUGLIEMMO@CALARA.COM
4058 N. College Suite 300 Box 9
Fayetteville, Arkansas 72703
Phone: (918) 691-8884

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



Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORDBRG(CB)	CHORDDIS(CD)
1	39.27'	25.00'	90°00'00"	N46°14'05"W	35.36'
2	39.27'	25.00'	90°00'00"	N43°45'55"E	35.36'
3	16.09'	25.00'	36°52'12"	N70°19'49"E	15.81'
4	142.89'	50.00'	163°44'23"	N46°14'05"W	98.99'
5	16.09'	25.00'	36°52'12"	N17°12'01"E	15.81'
6	16.09'	25.00'	36°52'12"	N19°40'11"W	15.81'
7	142.89'	50.00'	163°44'23"	N43°45'55"E	98.99'
8	16.09'	25.00'	36°52'12"	N72°47'59"W	15.81'

Preliminary Plat

Bixby Plains

PART OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2 NE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

Deed of Dedication and Restrictive Covenants

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, A(N) [STATE] [CORPORATE ENTITY TYPE], HEREINAFTER REFERRED TO AS THE "OWNER" OR "DECLARANT," IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND BEING ALL OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) AND ALL OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (SE/4 NW/4 NE/4), ALL BEING IN SECTION 25, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA;

SAID TRACT CONTAINING 2,168,853 SQUARE FEET OR 49.790 ACRES.

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

- A) 3/8" IRON PIN SET AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 25;
- B) 2" IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 25;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°35'41" EAST.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO ONE HUNDRED TWENTY-FOUR (124) LOTS IN NINE (9) BLOCKS, ALONG WITH THE RESERVE AREAS, COMMON AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY ("THE PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "BIXBY PLAINS." A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA ("SUBDIVISION"). THE OWNER HEREBY SUBJECTS THE LAND DESCRIBED ABOVE TO THE PROVISIONS, COVENANTS AND RESTRICTIONS SET FORTH HEREIN WHICH SHALL RUN WITH THE LAND AND BE BINDING ON EVERY LOT AND RESERVE AREA AND EVERY OWNER THEREOF FOR THE PERIOD AS HEREAFTER DEFINED.

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY GRANT, DONATE, CONVEY, AND 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 "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES FORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATERLINES AND SEWERLINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT OR RESERVE AREA.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, 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 MAY INTERFERE WITH A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, SHALL BE PROHIBITED, AND IF SO ALTERED BY THE LOT OR RESERVE AREA OWNER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES, SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

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

4. THE CITY OF BIXBY, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, 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 UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

C. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE 17.5'-WIDE PERIMETER UTILITY EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

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

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

4. THE LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID 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. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

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

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF BIXBY OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT; PROVIDED, HOWEVER, THAT THE CITY OF BIXBY, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER DOES HEREBY ESTABLISH AND DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSE OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED BY THE OWNER IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BIXBY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENT UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF BIXBY, OKLAHOMA, PROVIDED THAT, WHERE COINCIDENT WITH UTILITY EASEMENTS, NON-OBSTRUCTING ABOVE-GROUND UTILITY APPURTENANCES SHALL BE PERMITTED. ALL LANDSCAPING, EXCEPT THE PLANTING OF TURF, SHALL REQUIRE THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA.

4. DRAINAGE FACILITIES CONSTRUCTED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION, AS SET FORTH WITHIN SECTION IV. HEREIN, AT ITS EXPENSE, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. CUSTOMARY GROUNDS MAINTENANCE SHALL BE PERFORMED AS PRESCRIBED BY THE CITY OF BIXBY, OKLAHOMA, OR, ABSENT SUCH PRESCRIPTIONS, IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

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

5. IN THE EVENT THE HOME OWNERS ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREAS OR DRAINAGE FACILITIES LOCATED THEREIN OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE ALLOWANCE OF THE ACCUMULATION OF SILTATION, THE ALTERATION OF GRADE, OR THE GENERAL LACK OF GROUNDS MAINTENANCE THEREIN, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE 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 HOME OWNERS ASSOCIATION, IN THE EVENT THE HOME OWNERS ASSOCIATION SHOULD THEN FAIL TO TIMELY 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 ALL OF THE LOTS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA, OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

F. SURFACE DRAINAGE

EACH LOT WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM ADJACENT 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 SAID OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION F. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND THE CITY OF BIXBY, OKLAHOMA.

SECTION II. RESERVE AREAS

1. RESERVES A, B, C, AND D, AS DEPICTED UPON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND ARE HEREBY RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS ASSOCIATION AS SET FORTH IN SECTION IV. HEREIN.

2. RESERVES A, B, C, AND D ARE RESERVED FOR STORMWATER DRAINAGE, PRIVATE RECREATION AND OPEN SPACE INCLUDING, BUT NOT NECESSARILY LIMITED TO: PRIVATE PARKS, SIDEWALKS AND TRAILS, LANDSCAPING, IRRIGATION, ENTRY FEATURES, SIGNAGE, LIGHTING, WALLS, FENCING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY, FOR STORMWATER DRAINAGE, AND FOR UTILITIES.

3. RESERVES A, B, C, AND D, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS BOTH OVERLAND DRAINAGE EASEMENTS AND AS GENERAL UTILITY EASEMENTS, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES, STRUCTURES, AND USES AS OUTLINED HEREINABOVE.

4. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS PROVIDED IN SECTION IV. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. THE CITY OF BIXBY

SHALL NOT BE LIABLE FOR ANY DAMAGE TO OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS FROM UTILITY OR OVERLAND DRAINAGE EASEMENT AREAS WITHIN ANY RESERVE AREA.

5. IN THE EVENT ANY RESERVE AREA OWNER SHOULD FAIL TO PROPERLY MAINTAIN SUCH RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM THE NECESSARY MAINTENANCE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS SET FORTH IN SECTION IV. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. IN THE EVENT THE RESERVE AREA OWNER SHOULD THEN FAIL TO TIMELY PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER SUCH COSTS OF MAINTENANCE SHALL BECOME A LIEN ON SUCH RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA; OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE WATER BILLS FOR ALL OF THE RESIDENTIAL LOT OWNERS WITHIN THE SUBDIVISION, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

6. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AGREES TO HOLD HARMLESS THE OWNER AND THE CITY OF BIXBY, OKLAHOMA, 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 OWNER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT 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 ANY GUEST, VISITOR, OR INVITEE THEREOF.

SECTION III. RESTRICTIVE COVENANTS

THE SUBDIVISION (AND EACH LOT SITUATED THEREIN) SHALL BE CONSTRUCTED, DEVELOPED, OCCUPIED AND USED AS FOLLOWS.

A. NO DIVISION OF LOTS:

NO LOT MAY BE DIVIDED, SUBDIVIDED, OR OTHERWISE SPLIT.

B. RESIDENTIAL LOTS:

ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY MUNICIPAL REGULATIONS. NO BUILDING OR STRUCTURE INTENDED FOR OR ADAPTED TO BUSINESS PURPOSES SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, INDUSTRY (INCLUDING OIL/GAS PRODUCTION), BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USE HEREIN CONTAINED SHALL BE CUMULATIVE OF AND IN ADDITION TO SUCH RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE MUNICIPALITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.

C. RESIDENTIAL PURPOSES:

BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS) COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIFICALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNER'S IMMEDIATE FAMILY MEMBERS.

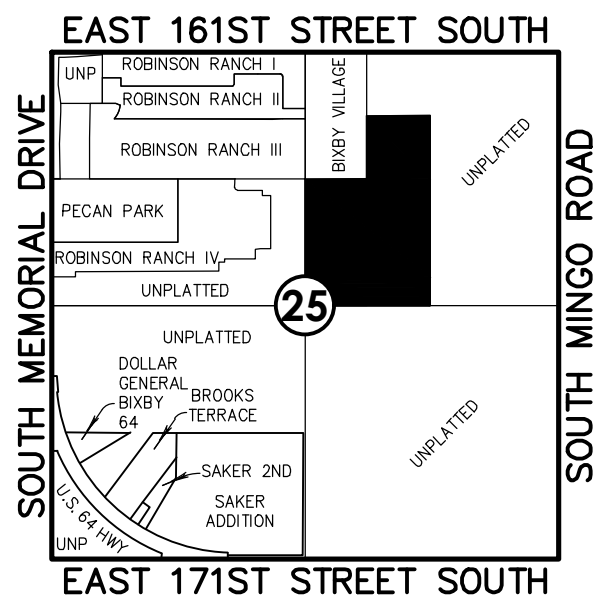
D. SUBMISSION OF PLANS:

IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION, TWO (2) SETS OF BUILDING AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE") FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION (THIS REQUIREMENT SHALL NOT BE APPLICABLE TO THE DECLARANT OR ANY AFFILIATES THEREOF). THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.

E. ARCHITECTURAL REQUIREMENTS:

1. EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
2. NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
3. ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE LIKE THE ORIGINAL IN COLOR (GREY/CHARCOAL/BLACK). DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE COMMITTEE.

R 13 E



Location Map

Scale: 1"= 2000'



SUBDIVISION CONTAINS:

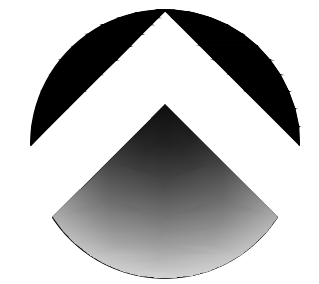
ONE HUNDRED TWENTY-FOUR (124) LOTS
IN NINE (9) BLOCKS
WITH FOUR (4) RESERVES

GROSS SUBDIVISION AREA: 49.790 ACRES

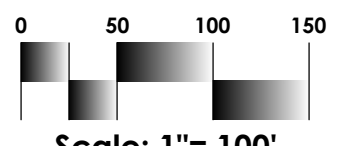
Conceptual Utility Plan

Bixby Plains

PART OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2 NE/4) OF
SECTION TWENTY-FIVE (25), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA



NORTH



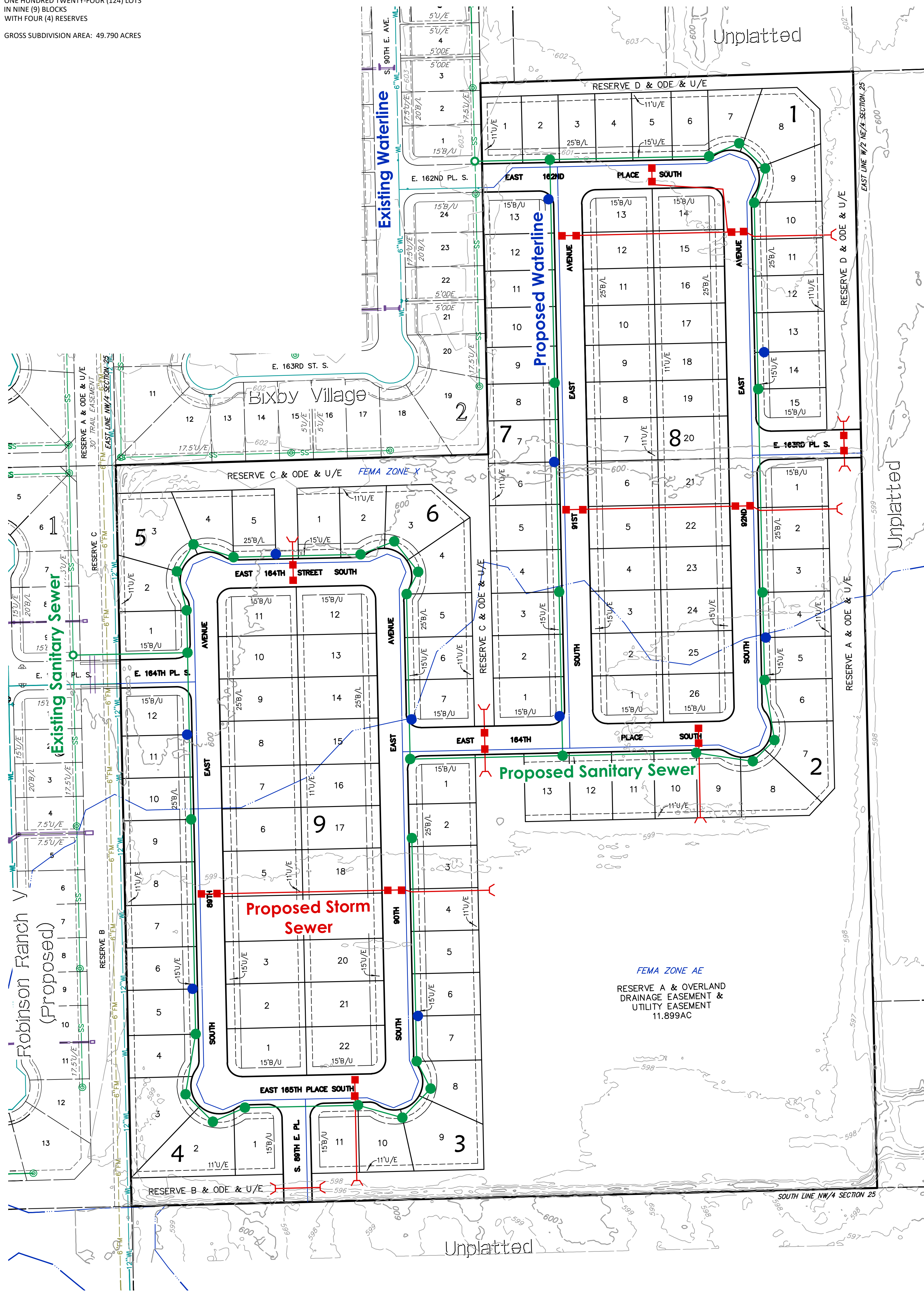
Scale: 1"= 100'
Tanner Consulting

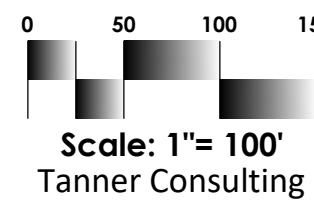
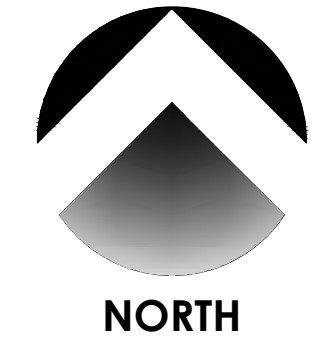
LEGEND

- B/L BUILDING LINE & UTILITY EASEMENT
- B/U BOOK & PAGE
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DOC DOCUMENT
- ESMT EASEMENT
- F/E FENCE EASEMENT
- GOV'T GOVERNMENT
- LNA LIMITS OF NO ACCESS
- PDE PRIVATE DRAINAGE EASEMENT
- RES. RESERVE
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT
- STORM SEWER INLET
- FIRE HYDRANT
- SEWER MANHOLE
- EXISTING SEWER MANHOLE

OWNER:
Calara Land (OK), LLC
CONTACT: TJ GUGLIEMO
EMAIL: TJ.GUGLIEMO@CALARA.COM
4058 N. College Suite 300 Box 9
Fayetteville, Arkansas 72703
Phone: (918) 691-8884

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





LEGEND

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DMZ DITCH MAINTENANCE ZONE
- DOC DOCUMENT
- ESMT EASEMENT
- GOV/T GOVERNMENT
- LNA LIMITS OF NO ACCESS
- ODE OVERLAND DRAINAGE EASEMENT
- RES. RESERVE
- R/W RIGHT-OF-WAY
- SDD/E STORMWATER DRAINAGE AND DETENTION EASEMENT
- U/E UTILITY EASEMENT
- 1/3/4 ADDRESS ASSIGNED
- FOUND MONUMENT
- SET MONUMENT

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD(CB)	CHORDDIS(CD)
1	57.67'	173.00'	19°05'57"	N23°54'35"E	57.40'
2	85.24'	265.34'	17°07'01"	N22°55'09"E	84.93'
3	208.95'	282.00'	42°27'14"	N6°51'59"W	204.20'
4	247.38'	318.00'	44°34'19"	N7°55'31"W	241.19'
5	32.79'	22.00'	85°23'31"	N70°47'22"W	29.84'
6	34.19'	22.00'	89°02'47"	N23°30'23"E	30.85'
7	56.57'	157.00'	20°38'35"	N78°21'04"E	56.26'
8	74.64'	193.00'	22°09'29"	N77°35'37"E	74.17'
9	192.57'	382.00'	28°53'02"	N15°46'10"W	190.54'
10	143.64'	418.00'	19°41'22"	N11°10'20"W	142.94'
11	263.89'	168.00'	90°00'00"	N46°19'39"W	237.59'
12	207.35'	132.00'	90°00'00"	N46°19'39"W	186.68'
13	346.17'	219.84'	90°13'18"	N43°47'00"E	311.49'
14	289.48'	183.84'	90°13'18"	N43°47'00"E	260.48'
15	34.47'	22.00'	89°46'42"	N46°13'00"W	31.05'
16	34.64'	22.00'	90°13'18"	N43°47'00"E	31.17'
17	34.50'	22.00'	89°50'41"	N46°14'59"W	31.07'
18	34.62'	22.00'	90°09'19"	N43°45'01"E	31.15'
19	135.82'	188.00'	41°23'34"	N22°01'26"W	132.88'
20	109.81'	152.00'	41°23'34"	N22°01'26"W	107.44'
21	249.22'	468.00'	30°30'40"	N57°58'32"W	246.28'
22	230.05'	432.00'	30°30'40"	N57°58'32"W	227.34'
23	34.56'	22.00'	90°00'00"	N43°49'41"E	31.11'
24	34.53'	22.00'	89°56'02"	N46°08'20"W	31.09'
25	34.58'	22.00'	90°03'58"	N43°51'40"E	31.13'
26	264.09'	168.00'	90°03'58"	N43°51'40"E	237.72'
27	207.50'	132.00'	90°03'58"	N43°51'40"E	186.78'
28	34.56'	22.00'	90°00'00"	N46°06'21"W	31.11'
29	34.56'	22.00'	90°00'00"	N43°53'39"E	31.11'

OWNER:
151 BIXBY LLC
 AN OKLAHOMA LIMITED LIABILITY COMPANY
 JULIUS PUMA - MEMBER
 10618 South Winston Court
 Tulsa Oklahoma 74137
 Phone: (918) 298-6700

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

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
 - (a) FOUND CHISELED "X" IN CONCRETE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 22;
 - (b) FOUND CHISELED "X" IN CONCRETE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 22;
 THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°46'27" EAST.
- ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WERE PROVIDED BY SOUTH BRADEN AVENUE, A PUBLIC ROAD.

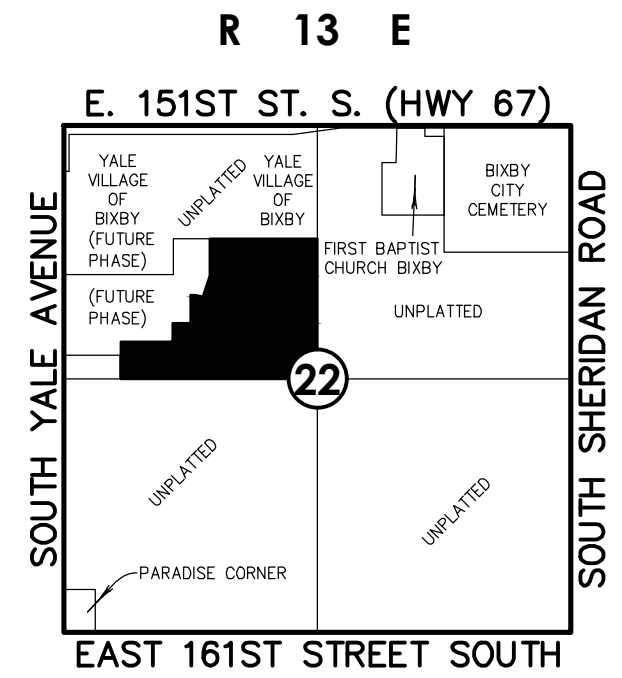
Conditional Final Plat

BXPUD-18.11

Prescott Hill

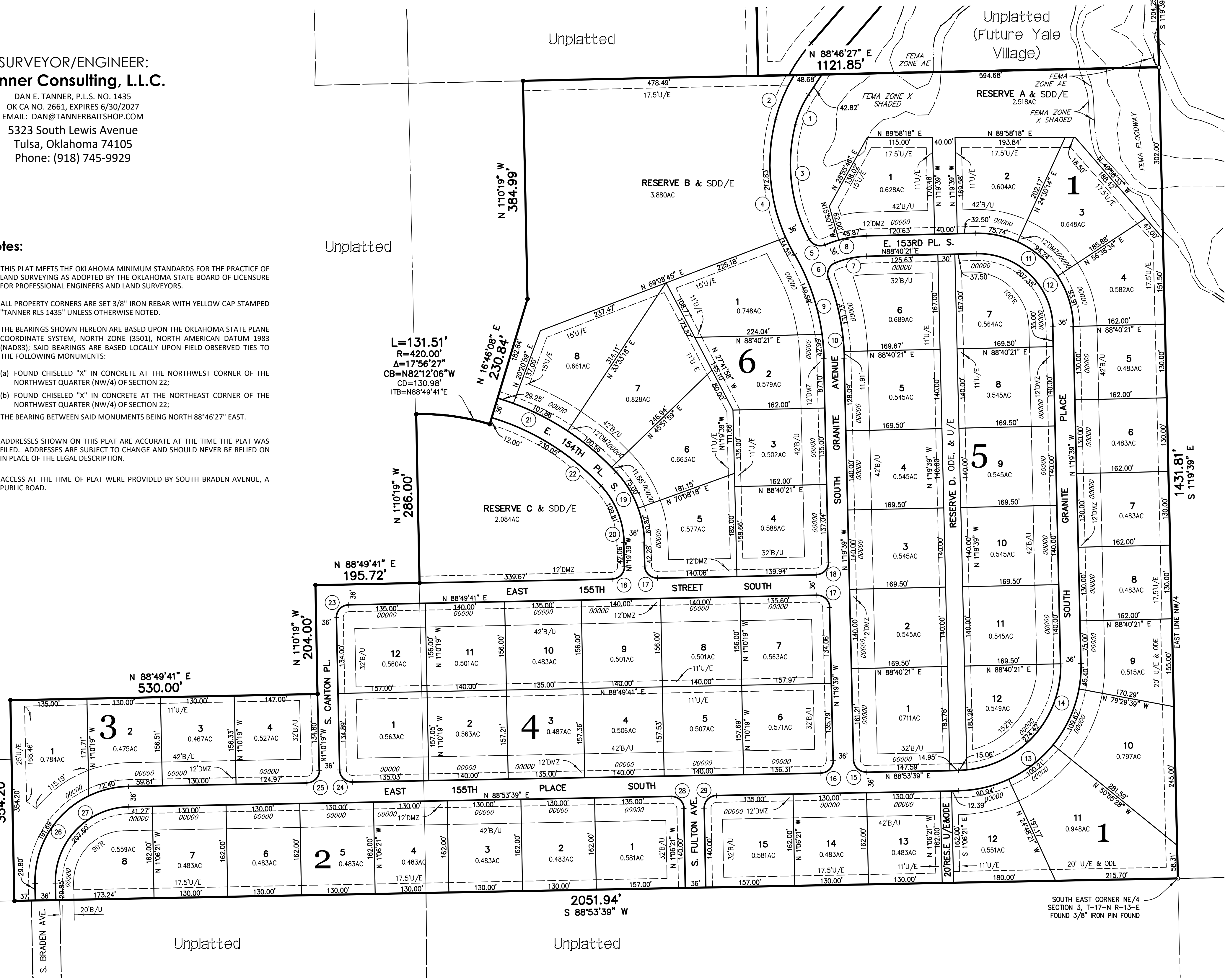
BLOCKS 1-6

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-TWO (22)
 TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
 A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA



Location Map
 Scale: 1"= 2000'

SUBDIVISION CONTAINS:
 FIFTY-NINE (59) LOTS
 IN SIX (6) BLOCKS
 WITH FIVE (5) RESERVE AREAS
 GROSS SUBDIVISION AREA: 47.750 ACRES



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

Prescott Hill Blocks 1-6
 SHEET 1 OF 3

DATE OF PREPARATION: September 2, 2025

Conditional Final Plat

BXPUD-18.11

Prescott Hill BLOCKS 1-6

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-TWO (22)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DONATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT 151 BIXBY LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-TWO (22), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NW/4; THENCE SOUTH 1°19'39" EAST AND ALONG THE EAST LINE OF THE NW/4, FOR A DISTANCE OF 1204.25 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 1°19'39" EAST AND CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 1431.81 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE NW/4; THENCE SOUTH 88°53'39" WEST AND ALONG THE SOUTH LINE OF THE NW/4, FOR A DISTANCE OF 2051.94 FEET; THENCE NORTH 1°10'19" WEST AND PARALLEL WITH THE WEST LINE OF THE NW/4, FOR A DISTANCE OF 354.20 FEET; THENCE NORTH 88°49'41" EAST AND PERPENDICULAR TO SAID WEST LINE, FOR A DISTANCE OF 530.00 FEET; THENCE NORTH 1°10'19" WEST AND PARALLEL WITH THE WEST LINE, FOR A DISTANCE OF 204.00 FEET; THENCE NORTH 88°49'41" EAST AND PERPENDICULAR TO THE WEST LINE, FOR A DISTANCE OF 195.72 FEET; THENCE NORTH 1°10'19" WEST AND PARALLEL WITH THE WEST LINE, FOR A DISTANCE OF 286.00 FEET; THENCE SOUTHEASTERLY ALONG A 420.00 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 88°49'41" EAST, A CENTRAL ANGLE OF 17°56'27", A CHORD BEARING AND DISTANCE OF SOUTH 82°12'06" EAST FOR 130.98 FEET, FOR AN ARC DISTANCE OF 131.51 FEET; THENCE NORTH 16°46'08" EAST FOR A DISTANCE OF 230.84 FEET; THENCE NORTH 1°10'19" WEST FOR A DISTANCE OF 384.99 FEET; THENCE NORTH 88°46'27" EAST FOR A DISTANCE OF 1121.85 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 2,079,998 SQUARE FEET OR 47.750 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:

- CHISELED "X" FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 22;
- CHISELED "X" FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 22;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°46'27" EAST.

NOW, THEREFORE, THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS, AND HAS DESIGNATED THE SAME AS "PRESCOTT HILL BLOCKS 1-6", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I - PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES TO THE PUBLIC THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES TO THE PUBLIC 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 STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THEREON, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, OWNER/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. OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR 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, AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

- OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS

PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

- 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, 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, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER, OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

- THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, OR THEIR RESPECTIVE SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THEIR UTILITY FACILITIES.

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

- 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.

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

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER FACILITIES, AND PUBLIC 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, OR PUBLIC 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, OR PUBLIC 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, OR PUBLIC STORM SEWER FACILITY, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, STORM SEWER INLETS, OR MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

- OKMULGEE COUNTY RURAL WATER DISTRICT #6 OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, AND THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF 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.

- OKMULGEE COUNTY RURAL WATER DISTRICT #6 AND THE CITY OF BIXBY, OR THEIR RESPECTIVE SUCCESSORS, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

- THE FOLLOWING STORMWATER DRAINAGE FACILITIES/IMPROVEMENTS ARE THE PRIMARY RESPONSIBILITY OF EACH LOT OWNER TO MAINTAIN AND PROTECT:

- THE BORROW DITCHES RUNNING PARALLEL TO THE STREET PAVING ALONG THE FRONT OF EACH OWNER'S LOT, WHETHER THE DITCH IS WITHIN OR OUTSIDE THE DITCH MAINTENANCE ZONE (AS HEREINAFTER DEFINED);
- THE CULVERTS AND HEADWALLS AT THE DRIVEWAY ENTRANCES TO EACH OWNER'S LOT, WHETHER THE CULVERTS, HEADWALLS OR DRIVEWAYS ARE WITHIN OR OUTSIDE THE DITCH MAINTENANCE ZONE;
- OVERLAND DRAINAGE SWALES LOCATED ALONG OR NEAR THE LOT LINES OF EACH LOT OWNER'S LOT.

- NO PERMANENT FENCE, PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN THE STREETS OR UTILITY EASEMENT OR DRAINAGE AREAS, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER SYSTEM, INCLUDING BORROW

DITCHES AND OVERLAND DRAINAGE FACILITIES, IS PROHIBITED UNLESS PERMITTED BY THE CITY OF BIXBY, OKLAHOMA.

- 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 OKMULGEE COUNTY RURAL WATER DISTRICT #6 OR THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE DURING SAID TERM, THE OWNER/DEVELOPER SHALL ASSIST OKMULGEE COUNTY RURAL WATER DISTRICT #6 OR THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

- THE COVENANTS SET FORTH IN THIS SUBSECTION D. CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY OKMULGEE COUNTY RURAL WATER DISTRICT #6 AND THE CITY OF BIXBY, OR THEIR RESPECTIVE SUCCESSORS, AND THE LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EXCEPT FOR STORMWATER DETENTION FACILITIES CONSTRUCTED WITHIN STORMWATER DRAINAGE AND DETENTION EASEMENTS, EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS, AND NO LOT OR RESERVE AREA 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 OR RESERVE AREA, INCLUDING BUT WITHOUT LIMITATION, THE BORROW DITCH DRAINAGE SYSTEM AND OVERLAND DRAINAGE SWALES LOCATED ALONG OR NEAR THE LOT LINES OF EACH LOT OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER, THE PROPERTY OWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV, AND 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 NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BIXBY, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. LOT OWNER'S RESPONSIBILITY

THE LOT OWNER AND LOT OWNER'S BUILDER SHALL BE RESPONSIBLE FOR ALL STRUCTURE DESIGN, GEOTECHNICAL DESIGN, FOUNDATION DESIGN, GRADING, DRAINAGE, AND ALL OTHER STRUCTURAL ASPECTS OF THE DWELLING INDEPENDENT OF THE OWNER/DEVELOPER AND THE OWNER/DEVELOPER'S ENGINEER. SAID OWNER AND BUILDER SHALL CONSTRUCT ALL ASPECTS OF THE DWELLING IN ACCORDANCE WITH ALL FEDERAL, STATE, AND CITY OF BIXBY BUILDING CODES.

H. STORMWATER DRAINAGE AND DETENTION EASEMENTS

- THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT" OR "SDD/E" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

- STORMWATER DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

- STORMWATER DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, RETENTION, AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE ASSOCIATION SHALL MAINTAIN SAID FACILITIES IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE STORMWATER DRAINAGE AND DETENTION FACILITIES SHALL BE KEPT FREE OF GARBAGE AND DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

- LANDSCAPING, APPROVED BY THE CITY OF BIXBY, OKLAHOMA, SHALL BE ALLOWED WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENTS.

- IN THE EVENT THE PROPERTY OWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE STORMWATER DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE ALTERATION OF GRADE, OR THE FAILURE TO REMOVE SILTATION AS REQUIRED HEREIN WITHIN A STORMWATER DRAINAGE AND DETENTION EASEMENT, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS WITH THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

J. OVERLAND DRAINAGE EASEMENTS

- THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSES OF PERMITTING OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS AND AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION. DRAINAGE FACILITIES LOCATED WITHIN 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 BIXBY CITY ENGINEER.

- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE WITHIN THESE EASEMENTS UNLESS APPROVED BY THE BIXBY CITY ENGINEER, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE BIXBY CITY ENGINEER'S OFFICE.

- THE OWNER OF THE LOT OR RESERVE AREA CONTAINING THE OVERLAND DRAINAGE EASEMENT SHALL MAINTAIN THE DRAINAGE FACILITIES LOCATED WITHIN SUCH EASEMENT. THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING SLOPE MAINTENANCE, REPAIR OF APPURTENANCES, AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

- IN THE EVENT THE LOT OR RESERVE AREA OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS AS OUTLINED HEREIN, THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, THROUGH ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF.

- IN THE EVENT THE LOT OR RESERVE AREA OWNER SHOULD FAIL TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BECOME A LIEN AGAINST THE LOT OR RESERVE AREA OWNER. SUCH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

K. DITCH MAINTENANCE ZONE

- THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE CITY OF BIXBY, OR ITS SUCCESSORS, NON-EXCLUSIVE, PERPETUAL EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "DITCH MAINTENANCE ZONE" OR "DMZ" FOR THE PURPOSES OF CONSTRUCTING AND MAINTAINING STREETSIDE BORROW DITCHES FOR THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

- BORROW DITCHES AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE DITCH MAINTENANCE ZONES SHALL BE CONSTRUCTED BY THE OWNER/DEVELOPER IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN A DITCH MAINTENANCE ZONE EASEMENT AREA, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID AREA UNLESS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

- BORROW DITCHES AND OTHER SURFACE DRAINAGE FACILITIES LOCATED WITHIN THE DITCH MAINTENANCE ZONES SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING THE DITCH MAINTENANCE ZONE TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. AT A MINIMUM, CUSTOMARY GROUNDS MAINTENANCE SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED OR TRIMMED (IN SEASON) AT REGULAR INTERVALS CONSISTENT WITH PROPER LAWN MOWING AND MAINTENANCE.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED BY THE LOT OWNER IF DAMAGED.
- DRAINAGE FACILITIES SHALL BE KEPT FREE OF DEBRIS, SILTATION, AND VEGETATION.

- ALL LANDSCAPING (EXCEPT THE PLANTING OF TURF) WITHIN THE DITCH MAINTENANCE ZONES SHALL REQUIRE THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA.

DATE OF PREPARATION: September 2, 2025

Prescott Hill Blocks 1-6

SHEET 2 OF 3

Conditional Final Plat

BXPUD-18.11

Prescott Hill BLOCKS 1-6

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-TWO (22)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS (CONTINUED)

SECTION II - RESERVE AREAS

A. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, ALL RESERVE AREAS ARE HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING, BUT NOT NECESSARILY LIMITED TO: STORMWATER DRAINAGE AND DETENTION, OPEN SPACE, PARK AND OTHER NEIGHBORHOOD AMENITIES AND RELATED PARKING, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND WHERE SPECIFICALLY DESIGNATED, FOR UTILITY EASEMENTS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV, HEREOF.

B. ALL RESERVE AREAS

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF THE PROPERTIES THEREIN, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION UPON CONVEYANCE OF THE RESERVE AREAS TO THE ASSOCIATION.

2. IN THE EVENT THE RESERVE AREA OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER AND PERFORM NECESSARY MAINTENANCE AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE RESERVE AREA. IN THE EVENT THE OWNER OF THE RESERVE AREA SHOULD THEN FAIL TO PAY THE COSTS OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

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

SECTION III - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, PRESCOTT HILL BLOCKS 1-6 WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. BXPUD-18.11) AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA, CITY CODE (BIXBY ZONING CODE), AND

WHEREAS PUD NO. BXPUD-18.11 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON DECEMBER 17, 2018, AND APPROVED BY THE BIXBY CITY COUNCIL ON JANUARY 14, 2019, THE IMPLEMENTING ORDINANCE NO. 2270 WITH EMERGENCY CLAUSE ATTACHED BEING ADOPTED BY THE COUNCIL JANUARY 28, 2019, 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, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THEREOF, AND

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

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

A. DEVELOPMENT STANDARDS

1. DEVELOPMENT AREA E (ALL OF "PRESCOTT HILL BLOCKS 1-6")

GROSS LAND AREA: 3,567,755 SF 81.904 AC
NET LAND AREA: 3,562,448 SF 81.783 AC

PERMITTED USES: USE UNIT 6 SINGLE FAMILY DETACHED DWELLING UNITS AND CUSTOMARY ACCESSORY USES, INCLUDING ACCESSORY DWELLING UNITS, USE UNIT 5 INCLUDING ONLY CHURCH AND NEIGHBORHOOD AMENITIES INCLUDING PRIVATE COMMON AREA FACILITIES SUCH AS CLUBHOUSE, SWIMMING POOL, PLAYGROUND, AND RECREATIONAL OPEN SPACE. *

MAXIMUM NUMBER OF LOTS: 310
MINIMUM LOT WIDTH: 60 FT **
MINIMUM LOT SIZE: 6,900 SF

MAXIMUM BUILDING HEIGHT: 2 STORIES AND 35 FT ***
MINIMUM OFF-STREET PARKING:

MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.

MINIMUM LIVABILITY SPACE: 4,000 SF ****

MINIMUM YARD SETBACKS

FRONT YARD: 20 FT

REAR YARD: 20 FT

SIDE YARD ABUTTING A STREET: 15 FT

SIDE YARD NOT ABUTTING A STREET: 5 FT

OTHER BULK AND AREA REQUIREMENTS:

AS REQUIRED WITHIN THE RS-3 DISTRICT

MINIMUM DWELLING SIZE: 1,800 SF *****

MINIMUM MASONRY FIRST FLOOR: 50% *****

* ADUS ARE RESTRICTED TO A MAXIMUM OF 1,200 SQUARE FEET OR 30% OF THE TOTAL SQUARE FOOTAGE OF THE PRINCIPAL DWELLING, WHICHEVER IS GREATER, AND SHALL OTHERWISE MEET THE REQUIREMENTS OF THE BIXBY ZONING CODE.

** PROVIDED, FOR ALL LOTS DEVELOPED WITHIN DEVELOPMENT AREA E, AN AVERAGE OF NOT LESS THAN 65' SHALL BE ACHIEVED AND SHALL INCLUDE LOTS WITH MINIMUMS OF 70', 65', AND NOT LESS THAN 60' OF LOT WIDTH.

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

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

***** SEE STANDARDS PERTAINING TO DWELLINGS FOR ADDITIONAL SPECIFICATIONS.

B. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

1. ACCESS AND CIRCULATION

ACCESS INTO AND THROUGHOUT THE COMMERCIAL AND MULTIFAMILY RESIDENTIAL DEVELOPMENT AREAS MAY CONSIST OF PUBLIC OR PRIVATE STREETS, OR PRIVATE DRIVES CONSTRUCTED TO APPROPRIATE DESIGN STANDARDS AND SECURED BY MUTUAL ACCESS EASEMENTS. STREETS SERVING THE SINGLE FAMILY RESIDENTIAL DEVELOPMENT AREA ARE PROPOSED TO BE PUBLIC; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS WHERE BORROW DITCHES OR PRIVATE STREETS ARE PERMITTED THROUGH PLATTING. WHETHER PUBLIC OR PRIVATE, STREETS WITHIN ALL DEVELOPMENT AREAS SHALL BE CONSTRUCTED TO MEET THE CITY OF BIXBY STANDARDS FOR PUBLIC STREETS. ANY GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE.

STREETS AND PEDESTRIAN ACCESSWAYS, CONSISTING OF SIDEWALKS AND/OR TRAILS, WILL CONNECT THE VARIOUS NEIGHBORHOODS AND COMMERCIAL DEVELOPMENT AREAS, AND WILL BE PLANNED DURING THE PLATTING PHASE.

LIMITS OF NO ACCESS (LNA) WILL BE IMPOSED BY THE FUTURE PLATS ALONG THE 151ST STREET SOUTH (STATE HIGHWAY 67) AND YALE AVENUE FRONTAGES, EXCEPT AT APPROVED STREET INTERSECTIONS. STREET AND DRIVEWAY CONNECTIONS TO STATE HIGHWAY 67 WILL BE COORDINATED WITH ODOT AND THE CITY OF BIXBY.

MUTUAL ACCESS PARALLELING 151ST STREET SOUTH (STATE HIGHWAY 67) SHALL BE REQUIRED BETWEEN COMMERCIAL DEVELOPMENT AREAS A, B, AND C. MUTUAL ACCESS EASEMENTS OR OTHER SUCH AGREEMENTS SHALL BE CREATED BY SEPARATE INSTRUMENT PRIOR TO PLATTING, OR BY THE PLATS THEMSELVES. TO REDUCE UNNECESSARY PARKING, CROSS-PARKING PRIVILEGES SHALL ALSO BE ESTABLISHED BY AGREEMENT OR THE RESTRICTIVE COVENANTS OF THE PLATS CONTAINING DEVELOPMENT AREAS A, B, AND C.

2. SIGNS

SIGNS SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF THE BIXBY ZONING CODE EXCEPT AS MODIFIED HEREIN, AND SHALL BE SUBMITTED TO AND APPROVED BY THE CITY OF BIXBY FOR SIGN PERMIT.

WITHIN COMMERCIAL DEVELOPMENT AREAS A, B, AND C, THE FOLLOWING SHALL BE PERMITTED:

a. ONE (1) PROJECT IDENTIFICATION SIGN MAY BE LOCATED ALONG 151ST STREET SOUTH AND ONE (1) ALONG SOUTH YALE AVENUE. PROJECT IDENTIFICATION SIGNS MAY IDENTIFY ONLY THE LIKE-BRANDED DEVELOPMENT NAME (E.G. "YALE HEIGHTS VILLAGE"), BUT SHALL NOT EXCEED 35 FEET IN HEIGHT OR 230 SQUARE FEET OF DISPLAY SURFACE AREA.

b. ONE (1) COMBINED COMMERCIAL DEVELOPMENT ENTRANCE SIGN SHALL BE PERMITTED PER EACH STREET OR DRIVE INTERSECTION WITH 151ST STREET SOUTH AND SOUTH YALE AVENUE, IDENTIFYING BUSINESSES AND USES LOCATED ANYWHERE WITHIN DEVELOPMENT AREAS A, B, OR C, BUT SHALL NOT EXCEED 35 FEET IN HEIGHT OR 230 SQUARE FEET OF DISPLAY SURFACE AREA PER SIGN.

c. WITHIN EACH LOT, AN ONSITE GROUND SIGN MAY BE LOCATED, BUT SHALL NOT EXCEED 20 FEET IN HEIGHT OR 75 SQUARE FEET OF DISPLAY SURFACE AREA.

RESIDENTIAL SUBDIVISION ENTRANCE SIGNAGE SHALL BE PERMITTED ALONG ARTERIAL STREET FRONTAGES AND SHALL COMPLY WITH STANDARDS FOR SAME AS PROVIDED IN THE BIXBY ZONING CODE. SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES, APPROPRIATE FOR PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES. ALL OTHER SIGNAGE SHALL COMPLY WITH THE BIXBY ZONING CODE.

3. PLATTING AND SITE PLAN REQUIREMENTS

NO BUILDING PERMIT SHALL BE ISSUED UNTIL A SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND RECOMMENDED UPON BY THE BIXBY PLANNING COMMISSION AND APPROVED BY THE COUNCIL OF THE CITY OF BIXBY, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BIXBY SHALL BE A BENEFICIARY

THEREOF. THE PLAT WILL ALSO SERVE AS THE SITE PLAN FOR ALL RESIDENTIAL LOTS CONTAINED WITHIN THE PLAT.

DEVELOPMENT AREAS MAY BE DEVELOPED IN PHASES. WITHIN DEVELOPMENT AREAS INTENDED FOR MULTIFAMILY DWELLINGS, NO BUILDING PERMIT SHALL BE ISSUED UNTIL A DETAILED SITE PLAN OF THE PROPOSED IMPROVEMENTS HAS BEEN SUBMITTED TO THE BIXBY PLANNING COMMISSION FOR RECOMMENDATION AND SUBMITTED TO AND APPROVED BY THE BIXBY CITY COUNCIL AS BEING IN COMPLIANCE WITH THE DEVELOPMENT CONCEPT AND THE DEVELOPMENT STANDARDS. WITHIN DEVELOPMENT AREAS INTENDED FOR MULTIFAMILY DWELLINGS, EACH MULTIFAMILY DEVELOPMENT SHALL INCLUDE A SWIMMING POOL AND A CLUBHOUSE.

WITHIN DEVELOPMENT AREAS INTENDED FOR NONRESIDENTIAL DEVELOPMENT, NO BUILDING PERMIT SHALL ISSUE UNTIL A DETAILED SITE PLAN OF THE PROPOSED IMPROVEMENTS HAS BEEN SUBMITTED TO THE BIXBY PLANNING COMMISSION FOR RECOMMENDATION AND SUBMITTED TO AND APPROVED BY THE BIXBY CITY COUNCIL AS BEING IN COMPLIANCE WITH THE DEVELOPMENT CONCEPT AND THE DEVELOPMENT STANDARDS. PROVIDED, HOWEVER, THE CITY COUNCIL MAY APPROVE A CONCEPTUAL SITE PLAN AS BEING IN COMPLIANCE WITH THE DEVELOPMENT CONCEPT AND DEVELOPMENT STANDARDS, UPON WHICH CITY OF BIXBY STAFF SHALL REVIEW AND APPROVE INDIVIDUAL DETAILED SITE, LANDSCAPE, SIGNAGE, FENCE/SCREENING, BUILDING ELEVATION, AND LIGHTING PLANS IF IN SUBSTANTIAL COMPLIANCE WITH THE CONCEPTUAL SITE PLAN APPROVED BY THE CITY COUNCIL. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED FOR A BUILDING UNTIL THE LANDSCAPING OF THE APPLICABLE PHASE OF DEVELOPMENT HAS BEEN INSTALLED IN ACCORDANCE WITH A LANDSCAPING PLAN AND PHASING SCHEDULE SUBMITTED TO AND APPROVED BY THE CITY COUNCIL OR BIXBY CITY STAFF, AS THE CASE MAY BE.

THE BIXBY PLANNING COMMISSION, PURSUANT TO ITS REVIEW AND APPROVAL OF A PUD DETAIL SITE PLAN, MAY MODIFY THE MINIMUM AND MAXIMUM (ZONING CODE SECTION 11-10-2 PARAGRAPH H) NUMBER OF PARKING SPACES.

4. STANDARDS PERTAINING TO RESIDENTIAL BUILDINGS

ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM FINISHED HEATED LIVING AREA AND FIRST-FLOOR MASONRY CONTENT AS SPECIFIED WITHIN THE DEVELOPMENT STANDARDS. MASONRY PERCENTAGES SHALL EXCLUDE WINDOWS, DOORS, AND BENEATH COVERED PATIOS AND PORCHES. THE MASONRY REQUIREMENT SHALL MEAN BRICK, NATURAL OR MANUFACTURED STONE, OR STUCCO. THE EXTERIOR SURFACE OF ANY FOUNDATION, INCLUDING STEM WALLS, SHALL ALSO BE OF MASONRY. THE FOREGOING STANDARDS SHALL BE INCLUDED IN THE DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF THE PLAT; ALL OTHER SUCH RESTRICTIONS PERTAINING TO DWELLINGS SHALL BE PRIVATE AND WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR A SIMILARLY-TITLED DOCUMENT.

THE FRONT BUILDING FAÇADES OF ALL MULTI-FAMILY BUILDINGS SHALL HAVE A MINIMUM OF 50% MASONRY. THE BASE OR WAISTCOT OF THE SIDES AND BACKS OF BUILDINGS ARE TO BE MASONRY TO AVOID WALL DAMAGE FROM LAWN EQUIPMENT. THE MASONRY REQUIREMENT SHALL MEAN BRICK, NATURAL OR MANUFACTURED STONE, OR STUCCO.

5. CITY DEPARTMENT REQUIREMENTS

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

SECTION IV - PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN PRESCOTT HILL BLOCKS 1-6 (THE "PROPERTY OWNERS' ASSOCIATION" OR THE "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING PROPERTY AND FACILITIES INCLUDING BUT NOT LIMITED TO RESERVE AREAS, STORMWATER DRAINAGE AND DETENTION FACILITIES, ENTRY FEATURES, LANDSCAPING, AND OTHER COMMON AREAS AND IMPROVEMENTS THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE PROPERTY OWNERS' ASSOCIATION BY THE OWNER OR THE ASSOCIATION.

B. MEMBERSHIP

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

C. ASSESSMENT

EACH OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREOF, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF RESERVE AREAS AND ANY OTHER PROPERTY AND FACILITIES THAT ARE, OR, FROM TIME TO TIME, MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE.

D. ASSOCIATION TO BE BENEFICIARY

THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER

BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THE CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION AS PROVIDED FOR WITHIN THIS DEED OF DEDICATION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

E. EXPANSION RIGHTS OF THE ASSOCIATION

THE OWNER HEREBY RESERVES THE RIGHT TO ADD ADDITIONAL LAND TO THE PROPERTY OWNERS' ASSOCIATION TO SHARE IN BOTH USE AND COSTS OF STORMWATER DRAINAGE AND DETENTION FACILITIES LOCATED WITHIN RESERVE AREAS, AND OTHER COMMON AREAS OR IMPROVEMENTS THAT ARE, OR, FROM TIME TO TIME, MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS WITHIN THE SUBDIVISION OR OTHER ADDITIONAL LANDS WHICH MAY BE ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION. ADDITIONAL LAND CAN ONLY BE ADDED BY THE EXPRESS CONSENT OF THE ORIGINAL OWNER/DEVELOPER, UNTIL SUCH TIME AS THE OWNER/DEVELOPER RELINQUISHES THIS RIGHT TO THE PROPERTY OWNERS' ASSOCIATION BY INSTRUMENT DULY FILED OF RECORD. UPON ADDITION OF LAND AS PROVIDED HEREIN, THE OWNERS OF SUCH LAND SHALL BE PERMITTED ALL RIGHTS, PRIVILEGES, AND RESPONSIBILITIES OF THE PROPERTY OWNERS' ASSOCIATION.

SECTION V - ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, 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, SECTION II RESERVE AREAS, AND SECTION III PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I, II, AND III, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

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 AND SECTION II RESERVE AREAS, AND SECTION V ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY 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, AND THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III PLANNED UNIT DEVELOPMENT MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD BXPUD-18.11 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 PUD BXPUD-18.11 UPON FILING OF RECORD AN ORDINANCE OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS CONTAINED WITHIN ANY OTHER SECTION OF THIS DEED OF DEDICATION 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 IS THE RECORD OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY, BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. 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.

N WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2025.

151 BIXBY LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
JULIUS PUMA, MANAGER

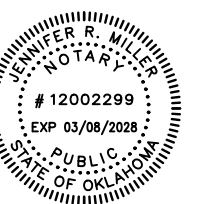
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED JULIUS PUMA, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF 151 BIXBY LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR ABOVE WRITTEN.

03/08/2028

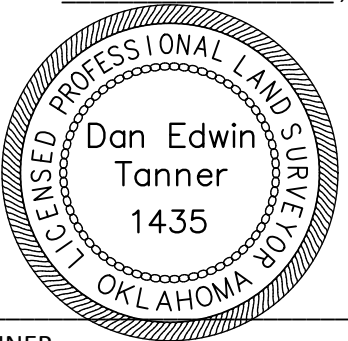
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC



CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "PRESCOTT HILL BLOCKS 1-6", 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

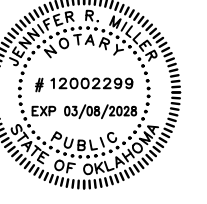
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING CERTIFICATE AS LICENSED PROFESSIONAL LAND SURVEYOR, 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



DATE OF PREPARATION: September 2, 2025

Prescott Hill Blocks 1-6

SHEET 3 OF 3

Conditional Final Plat

Yale Village

OF BIXBY BXPUD-18.11

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-TWO (22)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW PERSONS MEN BY THESE PRESENTS:

THAT 151 BIXBY LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY ("OWNER") IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-TWO (22), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED IN PARTS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NW/4; THENCE SOUTH 1°19'39" EAST AND ALONG THE EAST LINE OF THE NW/4, FOR A DISTANCE OF 81.34 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 1°19'39" EAST AND CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 1122.91 FEET; THENCE SOUTH 88°46'27" WEST AND PARALLEL WITH THE NORTH LINE OF THE NW/4, FOR A DISTANCE OF 707.03 FEET; THENCE NORTH 1°13'33" WEST AND PERPENDICULAR TO THE NORTH LINE OF THE NW/4, FOR A DISTANCE OF 1089.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 67 (A/K/A 151ST STREET SOUTH) BY VIRTUE OF REPORT OF COMMISSIONERS AS RECORDED MAY 17, 1995, IN BOOK 5713 AT PAGE 1783, IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE REMAINING TWO (2) COURSES: NORTH 88°46'27" EAST FOR A DISTANCE OF 450.68 FEET; THENCE NORTH 81°10'49" EAST FOR A DISTANCE OF 256.61 FEET TO THE POINT OF BEGINNING;
PART 2 CONTAINING 773,217 SQUARE FEET OR 17.751 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:

- (1) CHISELED "X" FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 22;
- (2) CHISELED "X" FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 22;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°46'27" EAST.

AND THAT THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO ONE (1) LOT IN ONE (1) BLOCK, ONE (1) RESERVE AREA, AND STREETS, AND HAS DESIGNATED THE SAME AS "YALE VILLAGE OF BIXBY", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I - PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER HEREBY GRANTS, DONATES, CONVEYS, AND DEDICATES TO THE PUBLIC THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UJ" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERE TO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THE OWNER 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. 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 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, ERRECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

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

2. UNDERGROUND SERVICE CABLES 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, 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, EFFECTIVE, AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON

THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE 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, OR THEIR RESPECTIVE SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THEIR FACILITIES, BUT THE OWNER OF THE 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. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

5. 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.

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

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER FACILITIES, AND PUBLIC 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, OR PUBLIC 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, OR PUBLIC 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, OR PUBLIC STORM SEWER FACILITY, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, STORM SEWER INLETS, OR MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

2. NO PERMANENT FENCE, PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE UTILITY EASEMENT AREAS, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH A PUBLIC WATER, PUBLIC SANITARY SEWER, OR PUBLIC STORM SEWER FACILITY 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. THE CITY OF BIXBY OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. 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 OWNER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

6. THE 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 EACH LOT OR RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

THE LOT WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS, AND THE LOT OWNER SHALL NOT 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 COVENANTS SET FORTH IN THIS SUBSECTION D. SHALL BE ENFORCEABLE BY ANY AFFECTED OWNER WITHIN THE SUBDIVISION AND THE CITY OF BIXBY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

F. STORMWATER DRAINAGE AND DETENTION EASEMENT

1. THE OWNER HEREBY DEDICATES TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. STORMWATER DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.

4. STORMWATER DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER OF RESERVE A, AS SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, RETENTION, AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE ASSOCIATION SHALL MAINTAIN SAID FACILITIES IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE STORMWATER DRAINAGE AND DETENTION FACILITIES SHALL BE KEPT FREE OF TRASH OR DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. LANDSCAPING, APPROVED BY THE CITY OF BIXBY, OKLAHOMA, SHALL BE ALLOWED WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENT.

6. IN THE EVENT THE OWNER OF RESERVE A, AS SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, SHOULD FAIL TO PROPERLY MAINTAIN THE STORMWATER DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION OR THE ALTERATION OF GRADE WITHIN THE EASEMENT, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF RESERVE A, AS SUBJECT TO THE EASEMENT. IN THE EVENT THE OWNER SHOULD THEN FAIL TO PAY THE COSTS OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS WITH THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST RESERVE A, AS SUBJECT TO THE EASEMENT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

SECTION II - RESERVE AREAS

A. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNER OF LOT WITHIN THE SUBDIVISION, RESERVE A IS HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING, BUT NOT NECESSARILY LIMITED TO: STORMWATER DRAINAGE AND DETENTION, OPEN SPACE, PARK AND OTHER NEIGHBORHOOD AMENITIES AND RELATED PARKING, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV. HEREOF.

B. ALL RESERVE AREAS

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF IMPROVEMENTS AND RECREATIONAL FACILITIES THEREIN, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION UPON CONVEYANCE OF THE RESERVE AREA TO THE ASSOCIATION.

2. IN THE EVENT THE RESERVE AREA OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER AND PERFORM NECESSARY MAINTENANCE AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE RESERVE AREA. IN THE EVENT THE OWNER OF THE RESERVE AREA SHOULD THEN FAIL TO PAY THE COSTS OF SAID MAINTENANCE AFTER COMPLETION OF THE

MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

3. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND MEMBER OF THE PROPERTY OWNERS' ASSOCIATION AGREES TO HOLD HARMLESS THE OWNER 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 OWNER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

SECTION III - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, YALE VILLAGE OF BIXBY WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. BXPUD-18.11) AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA, CITY CODE (BIXBY ZONING CODE), AND

WHEREAS PUD NO. BXPUD-18.11 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON DECEMBER 17, 2018, AND APPROVED BY THE BIXBY CITY COUNCIL ON JANUARY 14, 2018, THE IMPLEMENTING ORDINANCE NO. 2270 WITH EMERGENCY CLAUSE ATTACHED BEING ADOPTED BY THE COUNCIL JANUARY 28, 2018, 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, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER 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, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

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

A. DEVELOPMENT STANDARDS

1. DEVELOPMENT AREA C (LOT 1, BLOCK 1)

GROSS LAND AREA:	435,265 SF	9.992 AC
NET LAND AREA:	419,348 SF	9.627 AC
PERMITTED USES:	USES PERMITTED AS A MATTER OF RIGHT AND BY SPECIAL EXCEPTION IN THE CG GENERAL COMMERCIAL DISTRICT (EXCEPT AS SPECIFIED BELOW), AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES. EXCLUDED USES: ALL USES CLASSIFIED AS "SEXUALLY ORIENTED" WITHIN THE CITY OF BIXBY ZONING CODE (SECTION 11-7D-6), MANUFACTURED HOME SALES, RECREATIONAL VEHICLE CAMPGROUND, ALL USES WITHIN USE UNITS 1, 2, 6, 7, 8, 16, 20, 22, AND 23, AND ALL OPEN AIR STORAGE USES.	
MAXIMUM FLOOR AREA RATIO:	0.75	
MAXIMUM BUILDING FLOOR AREA:	402,807 SF	
MAXIMUM BUILDING FLOOR AREA USE UNITS 12-15, 17-23:	356,606 SF	
MAXIMUM BUILDING HEIGHT:	5 STORIES OR 70 FT	
MINIMUM ARTERIAL STREET FRONTAGE:	100 FT	
MINIMUM NON-ARTERIAL STREET FRONTAGE:	50 FT *	
MINIMUM BUILDING SETBACKS:		
FROM ARTERIAL STREET RIGHT-OF-WAY:	50 FT	
FROM NON-ARTERIAL STREET RIGHT-OF-WAY:	10 FT	
FROM DEVELOPMENT AREA E BOUNDARY:	20 FT **	
FROM ALL OTHER BOUNDARIES:	0 FT	
MINIMUM PARKING RATIO MULTITENANT COMMERCIAL BUILDINGS:		
1 PER 225 SF BUILDING FLOOR AREA	AS PER APPLICABLE USE UNIT	
MINIMUM PARKING RATIO ALL OTHER USES:	AS PER APPLICABLE USE UNIT	
OTHER BULK AND AREA REQUIREMENTS:		
AS REQUIRED WITHIN CG DISTRICT		

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

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

2. DEVELOPMENT AREA E (RESERVE A)

GROSS LAND AREA:	3,567,755 SF	81.904 AC
NET LAND AREA:	3,562,448 SF	81.783 AC
PERMITTED USES:	USE UNIT 6 SINGLE FAMILY DETACHED DWELLING UNITS AND CUSTOMARY ACCESSORY USES, INCLUDING ACCESSORY DWELLING UNITS, USE UNIT 5 INCLUDING ONLY CHURCH AND NEIGHBORHOOD AMENITIES INCLUDING PRIVATE COMMON AREA FACILITIES SUCH AS CLUBHOUSE, SWIMMING POOL, PLAYGROUND, AND RECREATIONAL OPEN SPACE. *	
MAXIMUM NUMBER OF LOTS:	310	
MINIMUM LOT WIDTH:	60 FT **	
MINIMUM LOT SIZE:	6,900 SF	
MAXIMUM BUILDING HEIGHT:	2 STORIES AND 35 FT ***	
MINIMUM OFF-STREET PARKING:		
MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.		
MINIMUM LIVABILITY SPACE	4,000 SF ****	
MINIMUM YARD SETBACKS		
FRONT YARD:	20 FT	
REAR YARD:	20 FT	
SIDE YARD ABUTTING A STREET:	15 FT	
SIDE YARD NOT ABUTTING A STREET:	5 FT	
OTHER BULK AND AREA REQUIREMENTS:	AS REQUIRED WITHIN THE RS-3 DISTRICT	
MINIMUM DWELLING SIZE:	1,800 SF *****	
MINIMUM MASONRY FIRST FLOOR:	50% *****	

* ADUS ARE RESTRICTED TO A MAXIMUM OF 1,200 SQUARE FEET OR 30% OF THE TOTAL SQUARE FOOTAGE OF THE PRINCIPAL DWELLING, WHICHEVER IS GREATER, AND SHALL OTHERWISE MEET THE REQUIREMENTS OF THE BIXBY ZONING CODE.

** PROVIDED, FOR ALL LOTS DEVELOPED WITHIN DEVELOPMENT AREA E, AN AVERAGE OF NOT LESS THAN 65' SHALL BE ACHIEVED AND SHALL INCLUDE LOTS WITH MINIMUMS OF 70', 65', AND NOT LESS THAN 60' OF LOT WIDTH.

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

**** LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-7I-5.C OF THE BIXBY ZONING CODE.

***** SEE STANDARDS PERTAINING TO DWELLINGS FOR ADDITIONAL SPECIFICATIONS.

Conditional Final Plat

Yale Village

OF BIXBY BXPUD-18.11

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-TWO (22)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS (CONTINUED)

SECTION III - PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

B. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

1. ACCESS AND CIRCULATION

ACCESS INTO AND THROUGHOUT THE COMMERCIAL AND MULTIFAMILY RESIDENTIAL DEVELOPMENT AREAS MAY CONSIST OF PUBLIC OR PRIVATE STREETS, OR PRIVATE DRIVES CONSTRUCTED TO APPROPRIATE DESIGN STANDARDS AND SECURED BY MUTUAL ACCESS EASEMENTS. STREETS SERVING THE SINGLE FAMILY RESIDENTIAL DEVELOPMENT AREA E ARE PROPOSED TO BE PUBLIC. WHETHER PUBLIC OR PRIVATE, STREETS WITHIN ALL DEVELOPMENT AREAS SHALL BE CONSTRUCTED TO MEET THE CITY OF BIXBY STANDARDS FOR PUBLIC STREETS. ANY GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE.

STREETS AND PEDESTRIAN ACCESSWAYS, CONSISTING OF SIDEWALKS AND/OR TRAILS, WILL CONNECT THE VARIOUS NEIGHBORHOODS AND COMMERCIAL DEVELOPMENT AREAS, AND WILL BE PLANNED DURING THE PLATTING PHASE.

LIMITS OF NO ACCESS (LNA) WILL BE IMPOSED BY THE FUTURE PLATS ALONG THE 151ST STREET SOUTH (STATE HIGHWAY 67) AND YALE AVENUE FRONTAGES, EXCEPT AT APPROVED STREET INTERSECTIONS. STREET AND DRIVEWAY CONNECTIONS TO STATE HIGHWAY 67 WILL BE COORDINATED WITH ODOT AND THE CITY OF BIXBY.

MUTUAL ACCESS PARALLELING 151ST STREET SOUTH (STATE HIGHWAY 67) SHALL BE REQUIRED BETWEEN COMMERCIAL DEVELOPMENT AREAS A, B, AND C. MUTUAL ACCESS EASEMENTS OR OTHER SUCH AGREEMENTS SHALL BE CREATED BY SEPARATE INSTRUMENT PRIOR TO PLATTING, OR BY THE PLATS THEMSELVES. TO REDUCE UNNECESSARY PARKING, CROSS-PARKING PRIVILEGES SHALL ALSO BE ESTABLISHED BY AGREEMENT OR THE RESTRICTIVE COVENANTS OF THE PLATS CONTAINING DEVELOPMENT AREAS A, B, AND C.

2. SIGNS

SIGNS SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF THE BIXBY ZONING CODE EXCEPT AS MODIFIED HEREIN, AND SHALL BE SUBMITTED TO AND APPROVED BY THE CITY OF BIXBY FOR SIGN PERMIT.

WITHIN COMMERCIAL DEVELOPMENT AREAS A, B, AND C, THE FOLLOWING SHALL BE PERMITTED:

a. ONE (1) PROJECT IDENTIFICATION SIGN MAY BE LOCATED ALONG 151ST STREET SOUTH AND ONE (1) ALONG SOUTH YALE AVENUE. PROJECT IDENTIFICATION SIGNS MAY IDENTIFY ONLY THE LIKE-BRANDED DEVELOPMENT NAME (E.G. "YALE HEIGHTS VILLAGE"), BUT SHALL NOT EXCEED 35 FEET IN HEIGHT OR 230 SQUARE FEET OF DISPLAY SURFACE AREA.

b. ONE (1) COMBINED COMMERCIAL DEVELOPMENT ENTRANCE SIGN SHALL BE PERMITTED PER EACH STREET OR DRIVE INTERSECTION WITH 151ST STREET SOUTH AND SOUTH YALE AVENUE, IDENTIFYING BUSINESSES AND USES LOCATED ANYWHERE WITHIN DEVELOPMENT AREAS A, B, OR C, BUT SHALL NOT EXCEED 35 FEET IN HEIGHT OR 230 SQUARE FEET OF DISPLAY SURFACE AREA PER SIGN.

c. WITHIN EACH LOT, AN ONSITE GROUND SIGN MAY BE LOCATED, BUT SHALL NOT EXCEED 20 FEET IN HEIGHT OR 75 SQUARE FEET OF DISPLAY SURFACE AREA.

RESIDENTIAL SUBDIVISION ENTRANCE SIGNAGE SHALL BE PERMITTED ALONG ARTERIAL STREET FRONTAGES AND SHALL COMPLY WITH STANDARDS FOR SAME AS PROVIDED IN THE BIXBY ZONING CODE. SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES, APPROPRIATE FOR PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES. ALL OTHER SIGNAGE SHALL COMPLY WITH THE BIXBY ZONING CODE.

3. PLATTING AND SITE PLAN REQUIREMENTS

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

DEVELOPMENT AREAS MAY BE DEVELOPED IN PHASES. WITHIN DEVELOPMENT AREAS INTENDED FOR MULTIFAMILY DWELLINGS, NO BUILDING PERMIT SHALL BE ISSUED UNTIL A DETAILED SITE PLAN OF THE PROPOSED IMPROVEMENTS HAS BEEN SUBMITTED TO THE BIXBY PLANNING COMMISSION FOR RECOMMENDATION AND SUBMITTED TO AND APPROVED BY THE BIXBY CITY COUNCIL AS BEING IN COMPLIANCE WITH THE DEVELOPMENT CONCEPT AND THE DEVELOPMENT STANDARDS. WITHIN DEVELOPMENT AREAS INTENDED FOR MULTIFAMILY DWELLINGS, EACH MULTIFAMILY DEVELOPMENTS SHALL INCLUDE A SWIMMING POOL AND A CLUBHOUSE.

WITHIN DEVELOPMENT AREAS INTENDED FOR NONRESIDENTIAL DEVELOPMENT, NO BUILDING PERMIT SHALL ISSUE UNTIL A DETAILED SITE PLAN OF THE PROPOSED IMPROVEMENTS HAS BEEN SUBMITTED TO THE BIXBY PLANNING COMMISSION FOR RECOMMENDATION AND SUBMITTED TO AND APPROVED BY THE BIXBY CITY COUNCIL AS BEING IN COMPLIANCE WITH THE DEVELOPMENT CONCEPT AND THE DEVELOPMENT STANDARDS. PROVIDED, HOWEVER, THE CITY COUNCIL MAY APPROVE A CONCEPTUAL SITE PLAN AS BEING IN COMPLIANCE WITH THE DEVELOPMENT CONCEPT AND DEVELOPMENT STANDARDS, UPON WHICH CITY OF BIXBY STAFF SHALL REVIEW AND APPROVE INDIVIDUAL DETAILED SITE, LANDSCAPE, SIGNAGE, FENCE/SCREENING, BUILDING ELEVATION, AND LIGHTING PLANS IF IN SUBSTANTIAL COMPLIANCE WITH THE CONCEPTUAL SITE PLAN APPROVED BY THE CITY COUNCIL. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED UNTIL A BUILDING UNTIL THE LANDSCAPING OF THE APPLICABLE PHASE OF DEVELOPMENT HAS BEEN INSTALLED IN ACCORDANCE WITH A LANDSCAPING PLAN AND PHASING SCHEDULE SUBMITTED TO AND APPROVED BY THE CITY COUNCIL OR BIXBY CITY STAFF, AS THE CASE MAY BE.

THE BIXBY PLANNING COMMISSION, PURSUANT TO ITS REVIEW AND APPROVAL OF A PUD DETAIL SITE PLAN, MAY MODIFY THE MINIMUM AND MAXIMUM (ZONING CODE SECTION 11-10-2 PARAGRAPH H) NUMBER OF PARKING SPACES.

4. STANDARDS PERTAINING TO RESIDENTIAL BUILDINGS

ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM FINISHED HEATED LIVING AREA AND FIRST-FLOOR MASONRY CONTENT AS SPECIFIED WITHIN THE DEVELOPMENT

STANDARDS. MASONRY PERCENTAGES SHALL EXCLUDE WINDOWS, DOORS, AND BENEATH COVERED PATIOS AND PORCHES. THE MASONRY REQUIREMENT SHALL MEAN BRICK, NATURAL OR MANUFACTURED STONE, OR STUCCO. THE EXTERIOR SURFACE OF ANY FOUNDATION, INCLUDING STEM WALLS, SHALL ALSO BE OF MASONRY. THE FOREGOING STANDARDS SHALL BE INCLUDED IN THE DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF THE PLAT; ALL OTHER SUCH RESTRICTIONS PERTAINING TO DWELLINGS SHALL BE PRIVATE AND WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR A SIMILARLY-TITLED DOCUMENT.

THE FRONT BUILDING FAÇADES OF ALL MULTI-FAMILY BUILDINGS SHALL HAVE A MINIMUM OF 50% MASONRY. THE BASE OR WAINGSCOT OF THE SIDES AND BACKS OF BUILDINGS ARE TO BE MASONRY TO AVOID WALL DAMAGE FROM LAWN EQUIPMENT. THE MASONRY REQUIREMENT SHALL MEAN BRICK, NATURAL OR MANUFACTURED STONE, OR STUCCO.

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

SECTION IV - PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN YALE VILLAGE OF BIXBY (THE "PROPERTY OWNERS' ASSOCIATION" OR THE "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING PROPERTY AND FACILITIES INCLUDING BUT NOT LIMITED TO RESERVE AREAS, STORMWATER DRAINAGE AND DETENTION FACILITIES, ENTRY FEATURES, LANDSCAPING, AND OTHER COMMON AREAS AND IMPROVEMENTS THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE PROPERTY OWNERS' ASSOCIATION BY THE OWNER OR THE ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT, OR TRACT CREATED FROM A PORTION OF A LOT, SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT OR PORTION THEREOF.

C. ASSESSMENT

EACH OWNER OF A LOT, OR TRACT CREATED FROM A PORTION OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF RESERVE AREAS AND ANY OTHER PROPERTY AND FACILITIES THAT ARE, OR, FROM TIME TO TIME, MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AND SUBDIVIDED TRACTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) OR SUBDIVIDED TRACT(S) AGAINST WHICH IT IS MADE.

D. ASSOCIATION TO BE BENEFICIARY

THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OR SUBDIVIDED TRACT OWNER, THE CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

E. EXPANSION RIGHTS OF THE ASSOCIATION

THE OWNER HEREBY RESERVES THE RIGHT TO ADD ADDITIONAL LAND TO THE PROPERTY OWNERS' ASSOCIATION TO SHARE IN BOTH USE AND COSTS OF STORMWATER DRAINAGE AND DETENTION FACILITIES LOCATED WITHIN RESERVE A, AND OTHER COMMON AREAS OR IMPROVEMENTS THAT ARE, OR, FROM TIME TO TIME, MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS WITHIN THE SUBDIVISION OR OTHER ADDITIONAL LANDS WHICH MAY BE ANNEXED TO OR MERGED WITH THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION. ADDITIONAL LAND CAN ONLY BE ADDED BY THE EXPRESS CONSENT OF THE ORIGINAL OWNER, UNTIL SUCH TIME AS THE OWNER RELINQUISHES THIS RIGHT TO THE PROPERTY OWNERS' ASSOCIATION BY INSTRUMENT DULY FILED OF RECORD. UPON ADDITION OF LAND AS PROVIDED HEREIN, THE OWNERS OF SUCH LAND SHALL BE PERMITTED ALL RIGHTS, PRIVILEGES, AND RESPONSIBILITIES OF THE PROPERTY OWNERS' ASSOCIATION.

SECTION V - ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, 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, EASEMENTS, AND UTILITIES, SECTION II RESERVE AREAS, AND SECTION III PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I, II, AND III, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

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 AND SECTION II RESERVE AREAS, AND SECTION V ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-18.11 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-18.11 UPON FILING OF RECORD AN ORDINANCE OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS CONTAINED WITHIN ANY OTHER SECTION OF THIS DEED OF DEDICATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY, BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. 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, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2025.

151 BIXBY LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
JULIUS PUMA, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

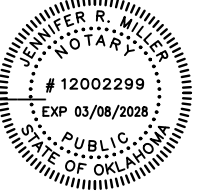
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED JULIUS PUMA, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF 151 BIXBY LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR ABOVE WRITTEN.

03/08/2028

MY COMMISSION EXPIRES:

NOTARY PUBLIC



CERTIFICATE OF SURVEY

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

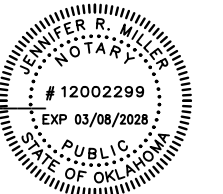
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING CERTIFICATE AS LICENSED PROFESSIONAL LAND SURVEYOR, AS HIS FREE AND VOLUNTARY 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



REGISTERED LAND SURVEYOR'S
MORTGAGE INSPECTION REPORT

THIS PROPERTY IS LOCATED IN ZONE X (UNSHADED) PER FLOOD INSURANCE
RATE MAP # 400207 0433 L, EFFECTIVE OCTOBER 16, 2012.
ZONE X (UNSHADED): AREA OF MINIMAL FLOODING.

SCALE
1"=50'

LENDER:

Arvest Bank, ISAOA ATRIMA

BORROWER:

Chris Banning

ORDERED BY:

Colonial Title, Inc.

LEGAL DESCRIPTION

Lot Six (6), Block One
(1), EAGLE ROCK, a
Subdivision in Tulsa
County, State of
Oklahoma, according
to the recorded Plat
thereof.

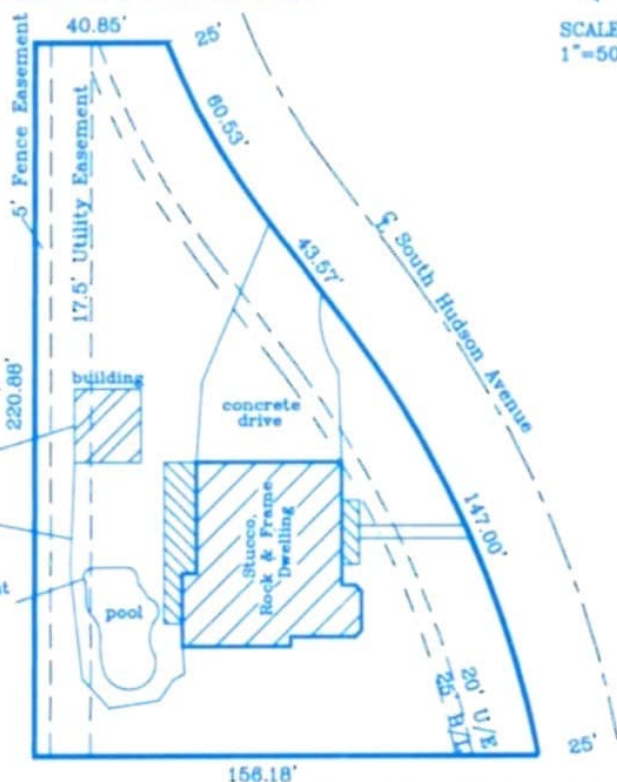
13870 South Hudson
Avenue, Bixby, OK
74008

Dimension Revised in
Surveyors Affidavit

building in easement
by 5.2 feet ±

concrete in easement
by 6.4 feet ±

pool in easement
by 2.6 feet ±



EASEMENTS

Easements shown per recorded plat.

Utility Easement in favor of Rural Water District No. 6 recorded July 11, 1966 in Book 3854 Page 685.
(blanket easement - centerline not defined by instrument)

Notice of Underground Facilities by Rural Water District No. 6 recorded December 9, 1985 in Book 4911
Page 881. (blankets subdivision)

Notice of Underground Facilities by Rural Water District No. 6 recorded March 10, 1987 in Book 5007 Page
184. (blankets subdivision)

Notice of Underground Facilities by Rural Water District No. 6 recorded January 14, 1988 in Book 5074
Page 2438. (blankets subdivision)

Notice of Underground Facilities and areas annexed with underground waterlines by Rural Water District
No. 6 recorded December 5, 1989 in Book 5143 Page 774. (blankets subdivision)

Notice of Underground Facilities and areas annexed with underground waterlines by Rural Water District
No. 6 recorded December 5, 1988 in Book 5223 Page 2299. (blankets subdivision)

Sewer Easement in favor of City of Bixby recorded October 3, 1996 in Book 5850 Page 217. (blanket
easement - centerline not defined by instrument)

Taking of natural gas pipeline by Transok LLC in Report of Commissioners filed May 8, 2001 in District
Court of Tulsa County Case No. CJ-2001-114; Order Confirming Report of Commissioners and Vesting Title
in Plaintiff filed September 17, 2003 in District Court of Tulsa County Case No. CJ-2001-1414, recorded
September 19, 2003 in Book 7134 Page 2292. (does not affect)

License Agreement recorded March 21, 2003 in Book 6965 Page 2085. (does not affect)

Agreement for Underground Electric Service recorded October 1, 2003 in Book 7144 Page 1664. (blankets
subdivision)

Decree filed October 27, 1960 in District Court of Tulsa County Case No. 98272 recorded November 15,
1960 in Book 3103 Page 610. (blankets subdivision)

Order Incorporating and Organizing Rural Water District No. 6 recorded July 14, 1967 in Book 3813 Page
1695. (blankets subdivision)

Order of Deannexation recorded February 18, 1997 in Book 5887 Page 757. (blankets subdivision)

No additional easements per Title Commitment No. 20-2275, dated July 28, 2020, as provided to surveyor.

CERTIFICATION

This Mortgage Inspection Report was prepared for Colonial Title, Inc., and Arvest Bank, ISAOA ATRIMA. It is
not a land or boundary survey plat, and it is not to be relied upon for the establishment of fence,
building or other future improvement lines. The accompanying sketch is a true representation of the
conditions that were found at the time of the inspection, August 11, 2020, and the linear and angular
values shown on the sketch, if any, are based on record

Signed this 12th day of August, 2020.

TIMOTHY L. KING, RPLS
35925 S. CASE ROAD
INOLA, OKLAHOMA 74038
TEL: 918-543-1699

TIMOTHY L. KING RPLS# 1534





RURAL WATER DISTRICT #6

OKMULGEE COUNTY

P.O. BOX 340 - MOUNDS, OKLAHOMA 74047

Office Location: On Hectorville Rd. (221st), one mile east of U.S. 75

PHONE (918) 827-6350 • FAX (918) 827-3077

EMERGENCY (918) 827-6321

rwd6okmulgee.com

September 3, 2025

Dear Chris Banning:

This letter is to certify that Rural Water District #6, Okmulgee County will release the easement on the property located at 13870 S. Hudson Ave., Bixby, OK., if indeed we have the right to release.

This property was sold by RWD#6 to the City of Bixby several years ago; so it could be that this issue will need to be addressed with the City of Bixby.

Regards,

Rh Boone

**Rick Boone
District Manager**