City of Bixby Planning Commission Meeting Agenda

Chairman Jason Mohler
Vice Chair Josh Nave
Commissioner Tom Holland
Commissioner Lance Whisman
Commissioner Eric Covey

Monday, November 17, 2025 **6:00 PM** **Bixby Municipal Building**
111 N. Cabaniss Ave.,
Bixby, OK 74008

Call to Order

Chairman

Roll Call

Secretary

Consent Agenda

1) Consider and approve the minutes from the Planning Commission Meeting held on October 20, 2025.

Public Hearing

1) Request to recommend approval to the Bixby City Council of Ordinance No. 2536, amending the Bixby City Code, Title 11, Zoning Regulations, Chapter 5, Amendments, by revising Section 11-5-2, "Policy on Zoning Map Amendments," to allow the City Council to consider Comprehensive Plan Land Use Map amendments of any quality at any time.

2) Discussion, consideration, and possible vote to approve Rezone Case No. BXZO-25.09, a request to rezone approximately 2.5 acres located near South 80th East Avenue on the south side of East 131st Street South, from Agriculture (AG) to Commercial General (CG).

3) Discussion, consideration, and possible action for Final Plat, case number BXPT-19.15 FP Phase I, Blocks 1-6, submitted for Prescott Hill, a proposed residential development located a quarter mile south of East 151st Street and East Yale Avenue, City of Bixby, Oklahoma.

4) Discussion, consideration, and possible action for Final Plat, case number BXPT-19.14 FP, submitted for Yale Village of Bixby, a proposed commercial development located near the 8500-block of East 151st Street, City of Bixby, Oklahoma.

5) Discussion, consideration, and possible action to approve the Preliminary Plat for Alderwood Estates, Phase I, Case No. BXPT-22.21 Phase I, a proposed residential subdivision located south of East 151st Street South and approximately one-half mile west of South Harvard Avenue, City of Bixby, Oklahoma.

6) Discussion, consideration, and possible action to approve the Preliminary Plat for 126 Medical Park, Case No. BXPT-25.09, a proposed commercial development located at 12409 South Memorial Drive, City of Bixby, Oklahoma.

7) Discussion, consideration, and possible action to approve the Preliminary Plat for Bixby Meadows II, Case No. BXPT-25.10, a proposed residential subdivision located at the northeast corner of East 161st Street South and South Harvard Avenue, City of Bixby, Oklahoma.

8) Discussion, consideration, and possible action on the first Major Amendment to Planned Unit Development, case number PUD-52 MA.01, for Sheridan Hollow, located near the northeast corner of East 121st Street South and South Sheridan Road, City of Bixby, Oklahoma.

9) Discussion, consideration, and possible action to approve the Preliminary Plat for Sheridan Hollow, Case No. BXPT-25.11, a proposed residential subdivision located near the northeast corner of East 121st Street South and South Sheridan Road, City of Bixby, Oklahoma.

New Business

Adjournment

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of November 14, 2025, on or before 6:00 p.m., at City Hall, 111 N. Cabaniss Ave., Bixby, Oklahoma.

Respectfully Submitted

Gladys Gill
Assistant Planner

For Special Accommodations

Individuals requiring special accommodations to participate in this meeting must contact Shannon Duran, City Clerk, at 111 N. Cabaniss Avenue, Bixby, Oklahoma, 918-366-4430 or via Email: SDuran@bixbyok.gov at least 48 hours before the meeting. TDD users must contact Oklahoma Relay at 1-800-722-0353, and voice calls should be made to 1-800-522-8506 to facilitate communication between hearing telephone users and TDD users.

Please Note: All cell phones and pagers must be turned off or operated silently during all meetings.

21 O.S. Section 280 provides the following: A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business, agency operations or any employee, agent, official or representative of the state. B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials, employees, agents or representatives or used in any manner to conduct state business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel. C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term Oklahoma Statutes - Title 21. Crimes and Punishments Page 94 of not more than one (1) year, by a fine not exceeding One Thousand Dollars ($1,000.00), or by both such fine and imprisonment. D. For purposes of this section, “disturb, interfere or disrupt” means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

Planning Commission Meeting Minutes

Bixby Municipal Building
111 N Cabaniss Ave.,
Bixby, OK 74008
October 20, 2025 at 6:00 PM

Call to Order

Chairman Jason Mohler opened the Planning Commission meeting at 6:04 PM.

Roll Call

Secretary Gladys Gill called the roll, and the following were present:

Members Present
Jason Mohler, Chairman
Josh Nave, Vice Chair
Tom Holland, Commissioner
Lance Whisman, Commissioner
Erik Covey, Commissioner

Staff Present
John Hammons, City Attorney
Gladys Gill, Secretary
Steve Oakley, Bixby TIF Consultant
Gwen Plante, BPWA Project Manager

Consent Agenda

Consider and approve the minutes from the Planning Commission Meeting held on September 15, 2025.

Chairman Mohler asked if any members of the Board had questions regarding the Consent Agenda. Chairman Mohler then called for a motion to approve the Consent Agenda. Commissioner Holland moved to approve, and Vice Chair Nave seconded the motion. A roll call vote was conducted with the following results:

Ayes: Holland, Nave, Covey, Mohler
Nays: None
Abstentions: Whisman

The motion carried 4–0–1

Public Hearing

1. Request to recommend approval to the Bixby City Council of Ordinance No. 2535, amending Ordinance No. 2297, providing for modifications to theCity of Bixby Tax Increment Financing District No. 1 ("TIF District No. 1") by: (1) extending the duration of the District from twenty (20) years to twenty-five (25) years; (2) authorizing the Bixby Public Works Authority, or its assigns, to install interior roads, water lines, storm sewer lines, sanitary sewer lines, and related public infrastructure to be reimbursed by the developers; and (3) allowing eligible reimbursement of expenses necessary for the operation of a grocery store, including heating and air systems, cold storage lockers, fire suppression, and related improvements.

Chairman Mohler introduced Item 1 on the agenda for discussion. Steve Oakley, Bixby TIF Consultant, was present to present the item. He outlined the proposed amendments to the existing TIF District No. 1. Mr. Oakley explained that the request includes extending the duration of the district from 20 years to 25 years, along with authorizing public infrastructure improvements to be installed by the Bixby Public Works Authority and reimbursed by the developers. He further noted that the amendments would permit reimbursement of certain expenses necessary for the operation of a grocery store within the district.

No public comments or additional discussion were offered.

Chairman Mohler called for a motion to approve Item 1. Commissioner Nave moved to recommend approval of the item as presented. Commissioner Mohler seconded the motion. A roll call vote was conducted with the following results:

Ayes: Nave, Mohler, Covey, Whisman, Holland
Nays: None

Motion carried 5–0.

2. Request to recommend approval to the Bixby City Council of Ordinance No. 2536, amending the Bixby City Code, Title 11, Zoning Regulations, Chapter 5, Amendments, by revising Section 11-5-2, "Policy on Zoning Map Amendments," to allow the City Council to consider Comprehensive Plan Land Use Map amendments of any quality at any time.

Chairman Mohler introduced Item 2 for consideration. City Attorney John Hammons provided an overview of the proposed ordinance and explained its intended purpose and effect.

Chairman Mohler opened the floor to public comments. Kevin Meavers, Director of Development Services for the Robson Group, noted that Items 2, 3, and 4 were related and should be considered collectively. He expressed particular concern regarding Item 4, citing the significant impact it could have on the Land Use Element of the Comprehensive Plan. Mr. Meavers also addressed several policy-related issues associated with the proposed amendment.

Chairman Mohler asked staff to clarify how frequently the current code allows major and minor amendments to be considered by the City Council. Gladys Gill responded that, under the existing provisions, major amendments may be presented to the Council on a quarterly basis, while minor amendments may be brought forward at any time. A discussion followed regarding the broader planning implications of the proposed changes.

The board moved on to Items 3 and 4 before coming back to Item 2.

After deliberation, the item was referred back to City staff for further review and consideration.

Due to the lack of a motion, no action was taken, and no vote occurred.

3. Request to recommend approval to the Bixby City Council of Ordinance No. 2537, amending the Bixby City Code, Title 11, Zoning Regulations, Chapter 5, Amendments, by revising Section 11-5-4, "Zoning Map Amendments," to allow the City Council to reconsider a previously denied rezoning application prior to the one-year waiting period.

Chairman Mohler introduced Item 3 for consideration. City Attorney John Hammons provided an overview of the proposed ordinance and explained its intended purpose and effect.

Chairman Mohler opened the floor for public comments. Gary Halstead addressed the Commission and questioned what circumstances would change within a year to justify reconsideration of a case. Mr. Halstead urged the staff and the Commission to consider whether it might be in the community's best interest to deny the request. He stated that he is opposed to the approval of the item.

With no additional comments, Chairman Mohler closed the floor to public comments.

The board moved on to Item 4.

Due to the lack of a motion, no action was taken, and no vote occurred.

4. Request to recommend approval to the Bixby City Council of Resolution No. 2025-25, amending the Comprehensive Plan Future Land Use Map for the City of Bixby, Oklahoma, to change all proposed future residential land use designations to Rural Residential only.

Chairman Mohler introduced Item 4 for consideration. City Attorney John Hammons provided an overview of the proposed ordinance and explained its intended purpose and effect.

Chairman Mohler opened the floor for public comments. Mr. Erik Enyart expressed concern regarding the proposed amendment. Mr. Justin Morgan echoed Mr. Enyart's concerns and emphasized that the Comprehensive Plan serves as a critical guiding document for the City. Mr. Ben Kimbro, speaking on behalf of builders and developers, also voiced concerns regarding the proposed resolution and noted that it could be perceived as discriminatory.

Mr. Gary Halstead requested clarification from the City Manager and City Attorney regarding the purpose and effect of the proposed action. City Manager Joey Wiedel stated that the resolution is intended to help moderate the pace of residential development. Mr. Halstead stated that he is in support of the proposed resolution. Mr. Brian Green addressed the Commission as a developer and expressed opposition to the resolution.

Chairman Mohler closed the public comment period. Vice Chair Nave expressed several concerns regarding the proposed resolution. Commissioner Covey noted for the record that he supports the

resolution. Additional discussion ensued among the Commissioners. Mr. Hammons addressed the Board and recommended that the item be tabled to allow staff additional time for review and reconsideration.

Due to the lack of a motion, no action was taken, and no vote occurred.

5. Discussion, consideration, and possible action on a Specific Use Permit, case number BXSUP-25.02, to permit Use Unit 9, Manufactured Home Dwelling, within the Agriculture (AG) zoning district for an unplatted property located on the north side of East 141st Street, approximately 500 feet east of South Sheridan Road within the City of Bixby, Oklahoma.

Chairman Mohler introduced Item 5 for consideration. Mrs. Gill presented the staff report and provided an overview of the request. Following the presentation, Chairman Mohler asked the applicant if they had any additional comments. Vice Chair Nave inquired whether the proposed dwelling would serve as a permanent residence.

Chairman Mohler then opened the floor for public comments. Mr. Rodney Myers, a nearby resident, expressed appreciation for the clarification provided during the meeting. He stated that although he would prefer a site-built home, he is more comfortable with the proposal knowing that only one mobile dwelling would be allowed on the property.

With no additional individuals wishing to speak, Chairman Mohler closed the public comment period.

Mrs. Gill added a final clarification, noting that the structure would be located approximately one-quarter mile north of 141st Street. Commissioner Holland asked if flood insurance would be required. The applicant stated that since no loan is required, flood insurance is also not required.

Chairman Mohler then called for a motion to approve Item 5. Commissioner Whisman moved to approve, and Commissioner Holland seconded the motion. A roll call vote was conducted with the following results:

Ayes: Whisman, Holland, Covey, Nave, Mohler
Nays: None

The motion carried 5-0

6. Discussion, consideration, and possible action on the first Minor Amendment to Planned Unit Development, case number BXPUD-24.01- MI.01, for Greyhawk, located near the northeast corner of East 131st Street South and South Mingo Road, City of Bixby, Oklahoma.

Chairman Mohler introduced Item 6 for consideration. Mrs. Gill presented the staff report and provided an overview of the request. Following the presentation, Chairman Mohler asked the applicant if they had any additional comments. The applicant stated that they agree with the staff report and had no additional comments.

Vice Chair Nave asked the applicant for clarity on the removal of the pool, but the addition of a water park. The applicant confirmed that, for insurance purposes, eliminating the pool and adding a water

park, such as a splash pad, would make more financial sense. Commissioner Whisman sought clarification on the removal of the berm. The applicant confirmed that the berm would be removed, but trees are still planned to be added or preserved.

With no individuals signed up to speak and no further comments from the Board, Chairman Mohler called for a motion to approve Item 6. Vice Chair Nave moved to approve, and Commissioner Holland seconded the motion. A roll call vote was conducted with the following results:

Ayes: Nave, Holland, Covey, Whisman, Mohler
Nays: None

The motion carried 5-0

7. Discussion, consideration, and possible action for Preliminary Plat, case number BXPT-25.08, submitted for Bixby Plains, a proposed residential development located on the south side of East 161st Street, approximately 660 feet east of South Riverview Drive in the City of Bixby.

Chairman Mohler introduced Item 7 for consideration. Mrs. Gill presented the staff report and provided an overview of the request. Following the presentation, Chairman Mohler asked Erik Enyart, from Tanner Consulting, if he had any additional comments. Mr. Enyart stated that he agreed with the staff report and had no further remarks. Commissioner Covey requested clarification regarding the number of homes proposed. Mrs. Gill then asked the applicant whether the development would be constructed in phases, and Mr. Enyart confirmed that it would.

With no individuals signed up to speak and no further comments from the Board, Chairman Mohler called for a motion to approve Item 7. Commissioner Whisman moved to approve with staff comments, and Chairman Mohler seconded the motion. A roll call vote was conducted with the following results:

Ayes: Whisman, Mohler, Holland, Nave
Nays: Covey

The motion carried 4-1

8. Discussion, consideration, and possible action for Preliminary Plat, case number BXPT-19.15 Phase I, Blocks 1-6, submitted for Prescott Hill, a proposed residential development located a quarter mile south of East 151st Street and East Yale Avenue, City of Bixby, Oklahoma.

Chairman Mohler introduced Item 8 for consideration. Mrs. Gill informed the Commission that Items 8 and 9 would be tabled to allow additional time for staff review and would return for consideration on November 17, 2025.

No action was taken, and no vote occurred.

9. Discussion, consideration, and possible action for Preliminary Plat, case number BXPT-19.14, submitted for Yale Village of Bixby, a proposed commercial development located near the 8500-block of East 151st Street, City of Bixby, Oklahoma.

Item 9 was tabled.

No action was taken, and no vote occurred.

New Business

No new business to discuss.

Adjournment

Adjournment called at 6:54 PM.

Chairman or Vice Chair

Secretary

ORDINANCE NO. 2536

AN ORDINANCE OF THE CITY OF BIXBY, OKLAHOMA, AMENDING THE BIXBY CITY CODE, TITLE 11, ZONING REGULATIONS; CHAPTER 5, AMENDMENTS, BY AMENDING SECTION 11-5-2, POLICY ON ZONING MAP AMENDMENTS, BY ALLOWING THE CITY COUNCIL TO CONSIDER COMPREHENSIVE PLAN LAND USE MAP AMENDMENTS OF ANY QUALITY AT ANY TIME; REPEALING SECTION 7-2-12; PROVIDING FOR SEVERABLITY, CODIFICATION, REPEALER, AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, AS FOLLOWS:

SECTION 1. AMENDATORY. Chapter 5 of Title 11 of the Bixby City Code is hereby amended to read as follows:

Section 11-5-2. Policy on Zoning Map Amendments

It is the policy of the city that in the consideration of proposed amendments to this title that amendments will be adopted to recognize changes in the comprehensive plan, to correct error or to recognize changed and changing conditions in a particular area or in the jurisdictional area generally.

Zoning map amendments (rezonings) shall not conflict with the comprehensive land plan use map; any rezoning applications which would be contrary to the comprehensive plan land use map must be proceeded along with a request to amend the land use map and a PUD in order to be accepted and considered. ~~Comprehensive plan land use map amendments shall be limited to two (2) per year, unless otherwise granted prior approval by the city council.~~

Amendments to the comprehensive plan land use map may be considered by the city council at any time without limitation for the quality, character, magnitude, or extent of the amendment or amendments. For the purposes of this paragraph, it is irrelevant whether the proposed amendment or amendments would, either together or in the singular, have been considered a “minor” or “major” amendment under previous law. The city council may consider an unlimited number of amendments to the comprehensive plan land use map within any given period of time, and no temporal restriction shall apply whatsoever which might operate to prevent the city council from considering and approving such amendments as it, in its sole discretion, determines best. All amendments to the comprehensive plan land use map shall be adopted by resolution and need only a simple majority of the city council to be approved.

Within areas designated "corridor" and "commercial area" or "vacant, agricultural, rural residences, and open land" on the comprehensive plan land use map, it is city

policy to require that a planned unit development (PUD) application be processed along with any application for rezoning to commercial, provided, however, that the city council may waive this requirement upon finding of sufficient good cause.

SECTION 3. CODIFICATION. The City Clerk is hereby directed to enter the added section into the appropriate place in the Bixby City Code of Bixby, Oklahoma, as authorized and approved by this Ordinance.

SECTION 4. SEVERABILITY. If any provision, paragraph, word, section of article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, Paragraphs, words, sections and chapters shall not be affected and shall continue in full force and effect.

SECTION 5. REPEALER. All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

PASSED AND APPROVED in an open meeting of the Bixby City Council and PASSED by an affirmative majority vote of the entire membership of the City Council, to-wit: _____-YES, _____-NO, _____-ABSTAINING, _____-ABSENT, on this _____day of _____ 2025.

CITY OF BIXBY, OKLAHOMA

_____

MAYOR

SECTION 6. EMERGENCY CLAUSE. Because this Ordinance is essential to the proper and orderly growth of the City of Bixby, an Emergency is now declared to exist for the preservation of the public peace, health, and safety, by reason whereof a second reading of this ordinance is waived and this Ordinance shall take effect and be in force immediately upon its passage.

PASSED AND APPROVED in an open meeting of the Bixby City Council by an affirmative majority vote of at least four-fifths (4/5) of the entire membership of the City Council, to-wit: _____-YES, _____-NO, _____-ABSTAINING, _____-ABSENT, on this _____day of _____ 2025.

CITY OF BIXBY, OKLAHOMA

_____

MAYOR

ATTEST:

_____
SHANNON DURAN, City Clerk

APPROVED AS TO FORM AND LEGALITY this _____day of _____ 2025.

_____
JOHN TYLER HAMMONS, City Attorney

CITY OF BIXBY
111 N Cabaniss Ave
Bixby, OK 74008
(918) 366-4430

STAFF REPORT

TO:	Planning Commssion
FROM:	Gladys Gill, Assistant Planner
DATE:	November 17, 2025
NAME:	Scoggins
CASE(S):	**RE-ZONE** | (BXZO-25.09)
LOCATION:	Southeast of South 90th Avenue and East 163rd Street South
EXISTING ZONING:	Agriculture (AG)
PROPOSED ZONING:	Commercial General (CG)
STR:	Section 11, Township 17N, Range 13E
APPLICANT:	Jason Scoggins

REQUEST: The applicant and property owner, Jason Scoggins, is requesting approval to rezone approximately 2.5 acres from Agriculture (AG) to Commercial General (CG).

THIS ITEM WILL BE TABLED UNTIL DECEMBER 15, 2025.

CITY OF BIXBY
111 N Cabaniss Ave
Bixby, OK 74008
(918) 366-4430

STAFF REPORT

TO:	Planning Commission
FROM:	Gladys Gill, Assistant Planner
DATE:	November 17, 2025
NAME:	Prescott Hill Blocks 1-6
CASE(S):	**FINAL PLAT** | BXPT-19.15 FP, Blocks 1-6
LOCATION:	¼ mile south of East 151st Street (HWY 67) and east of South Yale Avenue
EXISTING ZONING:	Residential Single-Family RE within PUD BXPUD-18.11
PROPOSED ZONING:	No change proposed
STR:	Section 22, Township 17N, Range 13E
APPLICANT:	Tanner Consulting, LLC

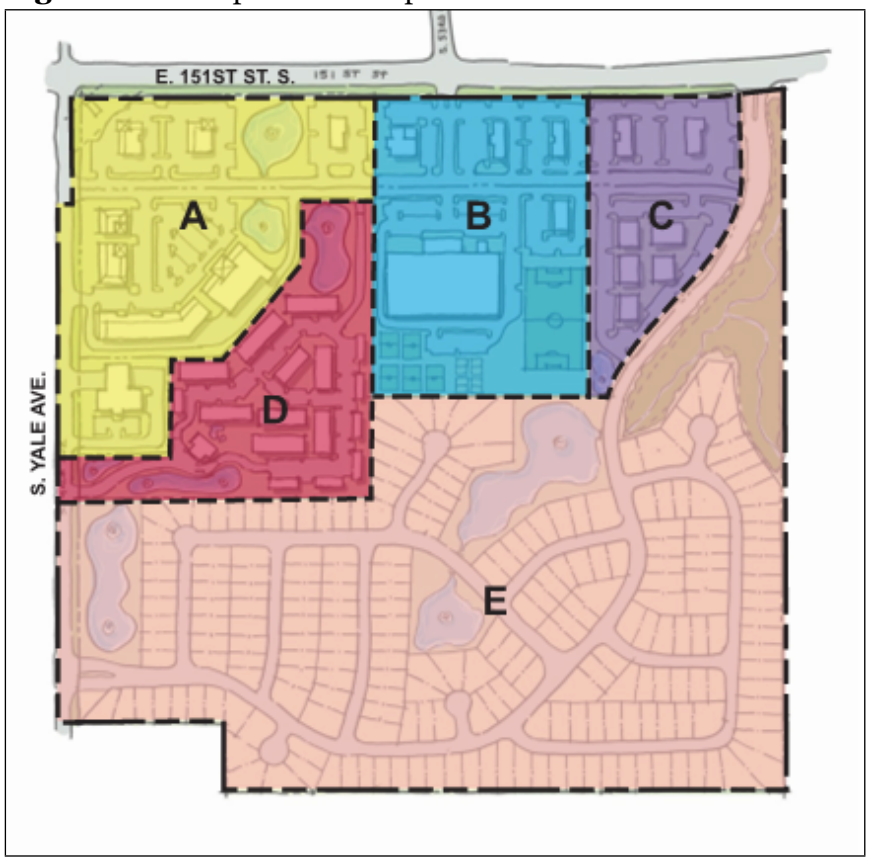
REQUEST: The applicant requested approval of a Final Plat for Prescott Hill, a proposed single-family residential subdivision containing 59 lots within six (6) blocks, with five (5) reserve areas totaling approximately 47.75 acres. The plat provides for public streets, utility easements, drainage facilities, and reserve areas to be owned and maintained by a homeowners' association.

Access is provided from South Braden Avenue, consistent with the approved PUD circulation plan.

BACKGROUND: The subject property is located within Development Area E per Planned Unit Development BXPUD-18.11 (Prescott Hill), approved by City Council under Ordinance No. 2270 (2019).

A Preliminary Plat for the overall subdivision (±73.7 acres) was approved in 2020, identifying two phases of development.

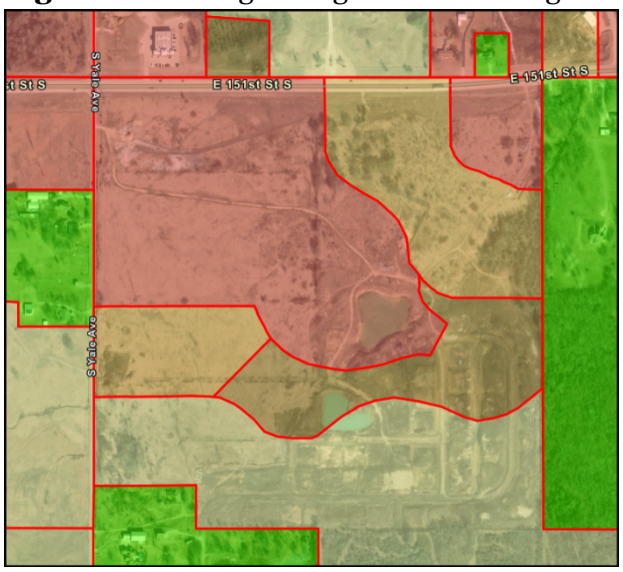
Figure 1: Development Areas per PUD



SURROUNDING ZONING AND LAND USE:

North:	CS, RS-2, OM, | Commercial Shopping, Single-family, Office Medium Undeveloped
South:	AG, RE | Agriculture, Residential Estate Single-family, Undeveloped
East:	AG | Agricultural, Single-family large estate, Undeveloped
West:	AG, CS | Agricultural, Undeveloped, Commercial Shopping

Figure 2: Existing zoning for surrounding areas.



TECHNICAL ADVISORY COMMITTEE (TAC) COMMENTS:

At the October TAC meeting, Richard Gann from BTC requested confirmation that they would be able to add service lines without issues to the development; the applicant confirmed that they would have no issues. The other utilities had no noteworthy comments for the applicant.

ENGINEERING COMMENTS: See attached.

STAFF COMMENTS:

Staff recommends approval of the Prescott Hill Blocks 1–6 Final Plat.

FIGURES:

Figure 1: Development Areas per PUD
Figure 2: Existing Zoning

ATTACHMENTS:

Attachment 1: Phase 1 plat for Prescott Hill Blocks 1–6
Attachment 2: Engineering Comments dated November 13, 2025
Attachment 3: Original approved Preliminary Plat (2020)

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

NORTH

0 50 100 150

Scale: 1"= 100'
Tanner Consulting

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
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
1234	ADDRESS ASSIGNED
o	FOUND MONUMENT
•	SET MONUMENT

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	57.67'	173.00'	19°05'57"	N23°54'35"E	57.40'
2	85.24'	285.34'	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'

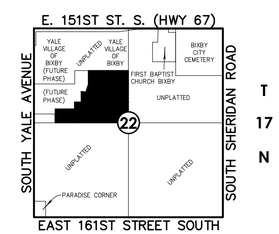
OWNER:
151 BIXBY LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
JULIUS PUMA - MEMBER
10618 South Winston Court
Tulsa Oklahoma 74137
Phone: (918) 298-6700

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:

1. 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.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. 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.
4. 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.
5. ACCESS AT THE TIME OF PLAT WERE PROVIDED BY SOUTH BRADEN AVENUE, A PUBLIC ROAD.



Location Map
Scale: 1"= 2000'
NORTH

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.

on _____

MAYOR–VICE MAYOR

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

CITY MANAGER–CITY CLERK

DATE OF PREPARATION: September 2, 2025

Prescott Hill Blocks 1-6
SHEET 1 OF 3

P:\2019\19106\Civil\SHEETS\19106SDP_P1.DWG, FP1, 9/2/2025 3:35:52 PM, EDWARD, III, TANNER CONSULTING, LLC., OK CA 2661 Exp 6/30/2027

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

KNOW ALL PERSNOS 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:

(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.

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 THERETO, 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

1. 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.

2. UNDERGROUND SERVICE CABLES AND LINES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL, TRANSFORMER, OR GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, 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 UTILITY FACILITIES.

4. 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.

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. 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.

3. 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.

4. 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.

5. 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.

6. ALL WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH 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.

7. 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

1. 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.

2. 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.

3. 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.

4. 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.

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

6. 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

1. 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.

2. 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.

4. 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.

5. 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.

6. 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

1. 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.

2. 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.

3. 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.

4. 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.

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

6. IN THE EVENT THE LOT OR RESERVE AREA OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE STORMWATER DRAINAGE FACILITIES WITHIN THE DITCH MAINTENANCE ZONE EASEMENT AREA OF SUCH OWNER'S LOT OR RESERVE AREA, OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, OR THE ALTERATION OF GRADE WITHIN SUCH EASEMENT AREA, THE PROPERTY OWNERS' ASSOCIATION, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH EASEMENT AREA 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 LOT OR RESERVE AREA OWNER. IN THE EVENT THE LOT OR RESERVE AREA OWNER SHOULD FAIL TO TIMELY PAY THE COSTS OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE PROPERTY OWNERS' ASSOCIATION, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA OWNER. IN THE EVENT THE PROPERTY OWNERS' ASSOCIATION SHOULD DECLINE TO ENFORCE THE IMMEDIATELY-PRECEDING MAINTENANCE COVENANT, THE CITY OF BIXBY, OKLAHOMA, MAY ENFORCE SAID COVENANT IN THE SAME MANNER AS PROVIDED IN THIS SUBSECTION; PROVIDED THAT A LIEN FILED BY THE CITY OF BIXBY MAY BE FORECLOSED BY THE CITY OF BIXBY.

7. THE COVENANTS SET FORTH IN THIS SUBSECTION K. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER, THE PROPERTY OWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV (THE "ASSOCIATION"), AND BY THE CITY OF BIXBY, OKLAHOMA

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 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 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 THERETO, 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 11-7I-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 E 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 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 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 WAINSCOT 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 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 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.

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 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

KERI R. WILLIAMS
NOTARY PUBLIC
12002299
EXP 03/08/2028
STATE OF OKLAHOMA

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.

LICENSED PROFESSIONAL LAND SURVEYOR
Dan Edwin Tanner
1435
OKLAHOMA

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

KERI R. WILLIAMS
NOTARY PUBLIC
12002299
EXP 03/08/2028
STATE OF OKLAHOMA

DATE OF PREPARATION: September 2, 2025

111 North Cabaniss
P.O. Box 70
Bixby, OK 74008
T: 918.366.4430
www.bixbyok.gov

November 13, 2025

To: Gladys Gill, Development Services
From: Gwen Plante, on behalf of Bixby Public Works, Engineering

Reference: Prescott Hills, Final Plat

Gladys,

Below are review comments on the above reference project from our Engineering Department.

This review includes only engineering items. Items under Development Services purview – such as the Comprehensive Plan, Zoning Code, or Subdivision Regulations – were not part of this review.

The Final Plat conforms to the approved Infrastructure Plans. No exceptions taken.

Please let me know if you have any questions.

Gwen Plante
Project Manager
Bixby Public Works

Preliminary Plat

Prescott Hill

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

OWNER:
Precision Project Management, Inc.
CONTACT: DANIEL RUHL
EMAIL: ASHERHOMES.DR@GMAIL.COM
9128 S Braden Ave, Suite 202
Tulsa, Oklahoma 74137
Phone: (918) 970-6102

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2021
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

NORTH
0 60 120 180
Scale: 1"= 120'
Tanner Consulting

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
SDD/E	STORMWATER DRAINAGE AND DETENTION EASEMENT
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED

R 13 E
E. 151ST ST. S. (HWY 67)
SOUTH YALE AVENUE
SOUTH SHERIDAN ROAD
T 17 N
EAST 161ST STREET SOUTH
UNPLATTED
BIXBY CITY CEMETERY
PARADISE CORNER
22

Location Map
Scale: 1"= 2000'
NORTH

SUBDIVISION CONTAINS:

NINETY-FIVE (95) LOTS
IN TEN (10) BLOCKS
WITH SEVEN (7) RESERVE AREAS

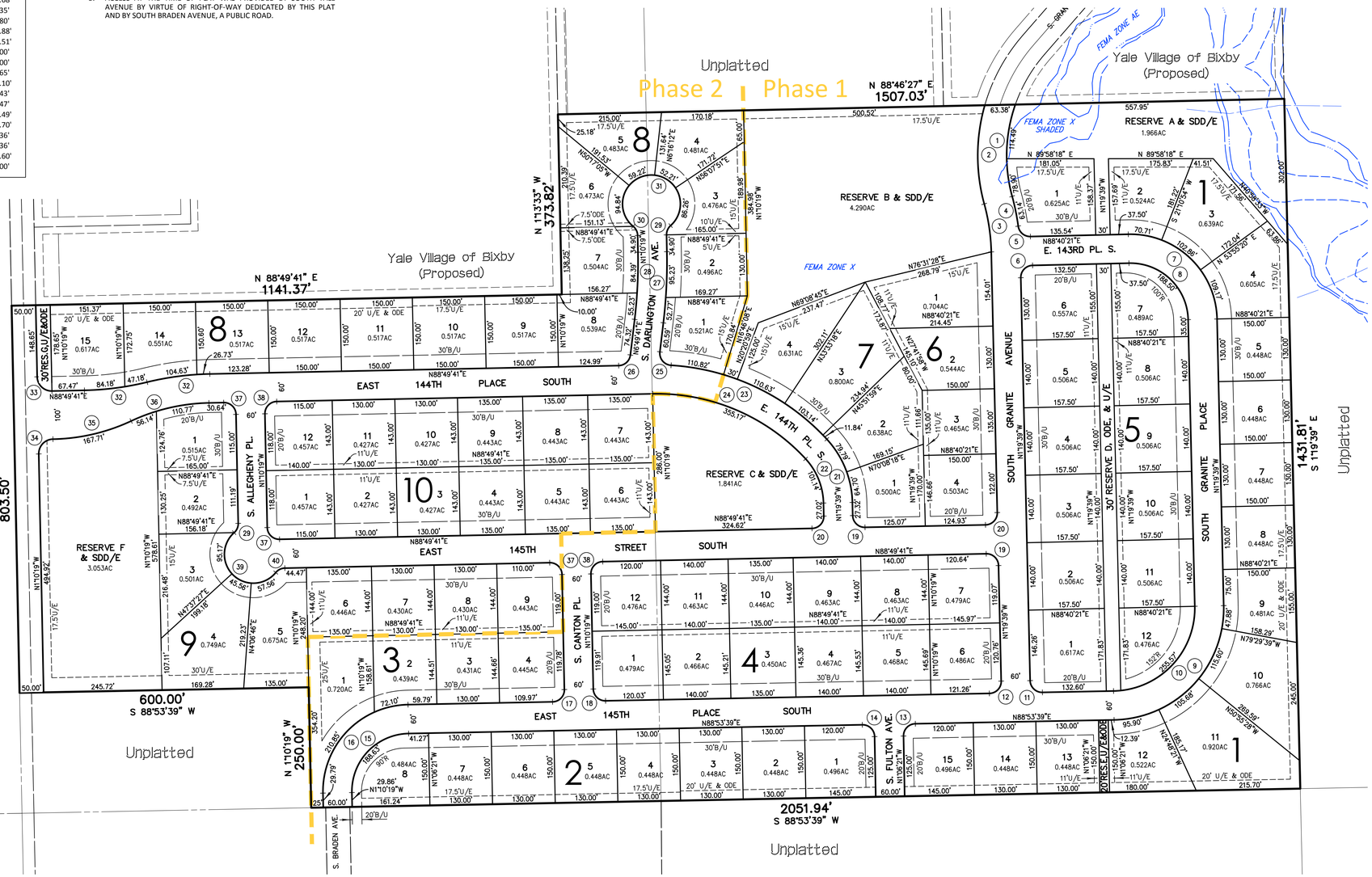
GROSS SUBDIVISION AREA: 73.713 ACRES
PHASE 1 : 47.750 ACRES LOTS: 59
PHASE 2 : 25.963 ACRES LOTS: 36

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	193.39'	320.00'	34°37'36"	N2°00'15"E	190.46'
2	207.40'	380.00'	31°16'17"	N0°19'36"E	204.84'
3	100.84'	413.25'	13°58'54"	N8°19'06"W	100.59'
4	63.14'	473.25'	7°38'39"	N11°29'13"W	63.09'
5	36.50'	25.00'	83°39'45"	N49°29'46"W	33.35'
6	39.27'	25.00'	90°00'00"	N43°40'21"E	35.36'
7	282.74'	180.00'	90°00'00"	N46°19'39"W	254.56'
8	188.50'	120.00'	90°00'00"	N46°19'39"W	169.71'
9	365.06'	231.84'	90°13'18"	N43°47'00"E	328.50'
10	270.58'	171.84'	90°13'18"	N43°47'00"E	243.48'
11	39.17'	25.00'	89°46'42"	N46°13'00"W	35.29'
12	39.37'	25.00'	90°13'18"	N43°47'00"E	35.42'
13	39.27'	25.00'	90°00'00"	N43°53'39"E	35.36'
14	39.27'	25.00'	90°00'00"	N46°06'21"W	35.36'
15	188.63'	120.00'	90°03'58"	N43°51'40"E	169.80'
16	282.95'	180.00'	90°03'58"	N43°51'40"E	254.71'
17	39.30'	25.00'	90°03'58"	N43°51'40"E	35.38'
18	39.24'	25.00'	89°56'02"	N46°08'20"W	35.33'
19	39.20'	25.00'	89°50'41"	N46°14'59"W	35.31'
20	39.34'	25.00'	90°09'19"	N43°45'01"E	35.40'
21	144.49'	200.00'	41°23'34"	N22°01'26"W	141.37'
22	101.14'	140.00'	41°23'34"	N22°01'26"W	98.96'
23	366.43'	480.00'	43°44'21"	N64°35'23"W	357.60'
24	355.17'	420.00'	48°27'07"	N66°56'46"W	344.68'
25	40.70'	25.00'	93°17'15"	N39°48'56"W	36.35'
26	35.78'	25.00'	82°00'00"	N47°49'41"E	32.80'
27	148.00'	1060.00'	8°00'00"	N2°49'41"E	147.88'
28	139.63'	1000.00'	8°00'00"	N2°49'41"E	139.51'
29	21.68'	25.00'	49°40'47"	N23°40'04"E	21.00'
30	21.68'	25.00'	49°40'47"	N26°00'43"W	21.00'
31	292.54'	60.00'	279°21'34"	N88°49'41"E	77.65'
32	131.36'	600.00'	12°32'39"	N82°33'21"E	131.10'
33	47.12'	30.00'	90°00'00"	N46°10'19"W	42.43'
34	47.18'	30.00'	90°06'52"	N43°53'07"E	42.47'
35	167.71'	400.00'	24°01'23"	N76°55'51"E	166.49'
36	166.91'	400.00'	23°54'31"	N76°52'26"E	165.70'
37	39.27'	25.00'	90°00'00"	N46°10'19"W	35.36'
38	39.27'	25.00'	90°00'00"	N43°49'41"E	35.36'
39	198.30'	60.00'	189°21'34"	N46°10'19"W	119.60'
40	21.68'	25.00'	49°40'47"	N63°59'17"E	21.00'

Notes:

1. 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.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. 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.
4. 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.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH YALE AVENUE BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT AND BY SOUTH BRADEN AVENUE, A PUBLIC ROAD.



DATE OF PREPARATION: November 26, 2019

Prescott Hill
SHEET 1 OF 3

Preliminary Plat

Prescott Hill

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 ALL MEN BY THESE PRESENTS:

THAT PRECISION PROJECT MANAGEMENT, INC., AN OKLAHOMA CORPORATION, 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 NORTHWEST CORNER OF SAID NW/4; THENCE SOUTH 1°10'19" EAST AND ALONG THE WEST LINE OF THE NW/4, FOR A DISTANCE OF 1577.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°49'41" EAST, AND PERPENDICULAR TO THE WEST LINE OF THE NW/4, FOR A DISTANCE OF 1141.37 FEET; THENCE NORTH 1°13'33" WEST, FOR A DISTANCE OF 373.82 FEET; THENCE NORTH 88°46'27" EAST AND PARALLEL TO THE NORTH LINE OF THE NW/4, FOR A DISTANCE OF 1507.03 FEET TO A POINT ON THE EAST LINE OF THE NW/4; THENCE SOUTH 1°19'39" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 1431.81 FEET TO THE SOUTHEAST CORNER OF THE NW/4; THENCE SOUTH 88°53'39" WEST, AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 2051.94 FEET; THENCE NORTH 1°10'19" WEST AND PARALLEL WITH THE WEST LINE, FOR A DISTANCE OF 250.00 FEET; THENCE SOUTH 88°53'39" WEST AND PARALLEL WITH THE SOUTH LINE, FOR A DISTANCE OF 600.00 FEET TO A POINT ON THE WEST LINE; THENCE NORTH 1°10'19" WEST AND ALONG THE WEST LINE, FOR A DISTANCE OF 803.50 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 3,210,925 SQUARE FEET OR 73.713 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.

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

SECTION I - STREETS, EASEMENTS, AND UTILITIES

A. STREETS AND GENERAL UTILITY EASEMENTS

THE 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/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REPAIR, REPLACE, AND/OR REMOVE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, REPLACING, AND/OR REMOVING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. 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

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

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE 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 OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

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

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

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

C. GAS SERVICE

1. THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT OR RESERVE AREA.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES SHALL BE REPORTED TO GAS SERVICE PROVIDER.

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

4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS 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.

5. THE SUPPLIER OF GAS OR ITS SUCCESSORS AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

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

D. 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, AND/OR MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

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

3. 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.

4. 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.

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 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.

6. 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 OWNER OF EACH LOT OR RESERVE AREA 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. THE COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER 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. LIMITS OF NO ACCESS

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

H. STORMWATER DRAINAGE AND DETENTION EASEMENTS

1. 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.

2. 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.

3. 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.

4. STORMWATER DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES 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:

a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
c. THE STORMWATER DETENTION EASEMENTS SHALL BE KEPT FREE OF DEBRIS.
d. 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 EASEMENTS.

6. 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 OR THE ALTERATION OF GRADE WITHIN A STORMWATER 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.

I. OVERLAND DRAINAGE EASEMENTS

1. 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.

2. 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.

4. 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.

5. 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.

6. 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.

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 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 AREAS TO THE ASSOCIATION.

2. IN THE EVENT THE RESERVE AREA OWNER FAILS 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 FAILS 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/OR 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 AND/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 AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

DATE OF PREPARATION: November 26, 2019

Preliminary Plat

Prescott Hill

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

WHEREAS, PRESCOTT HILL 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 THERETO, 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.

C. DEVELOPMENT STANDARDS

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

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.

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; 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 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 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 WAINSCOT 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 (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 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 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 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 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 AND/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 _____, 2020.

PRECISION PROJECT MANAGEMENT, INC.
AN OKLAHOMA CORPORATION

BY:_____
DANIEL RUHL, [TITLE]

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2020, PERSONALLY APPEARED DANIEL RUHL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF PRECISION PROJECT MANAGEMENT, INC. TO THE FOREGOING INSTRUMENT, AS ITS [TITLE], 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.

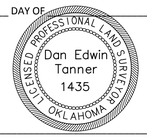
GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR ABOVE WRITTEN.

_____ _____
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", 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 _____, 2020.



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 _____, 2020, 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.

_____ _____
MY COMMISSION EXPIRES: NOTARY PUBLIC

DATE OF PREPARATION: November 26, 2019

Conceptual Utility Plan

Prescott Hill

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

OWNER:
Precision Project Management, Inc.
CONTACT: DANIEL RUHL
EMAIL: ASHERHOMES.DR@GMAIL.COM
9128 S Braden Ave, Suite 202
Tulsa, Oklahoma 74137
Phone: (918) 970-6102

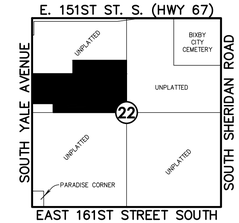
SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2021
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

NORTH
0 60 120 180
Scale: 1"= 120'
Tanner Consulting

LEGEND

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

R 13 E



Location Map
Scale: 1"= 2000'
NORTH

SUBDIVISION CONTAINS:

NINETY-FIVE (95) LOTS
IN TEN (10) BLOCKS
WITH SEVEN (7) RESERVE AREAS

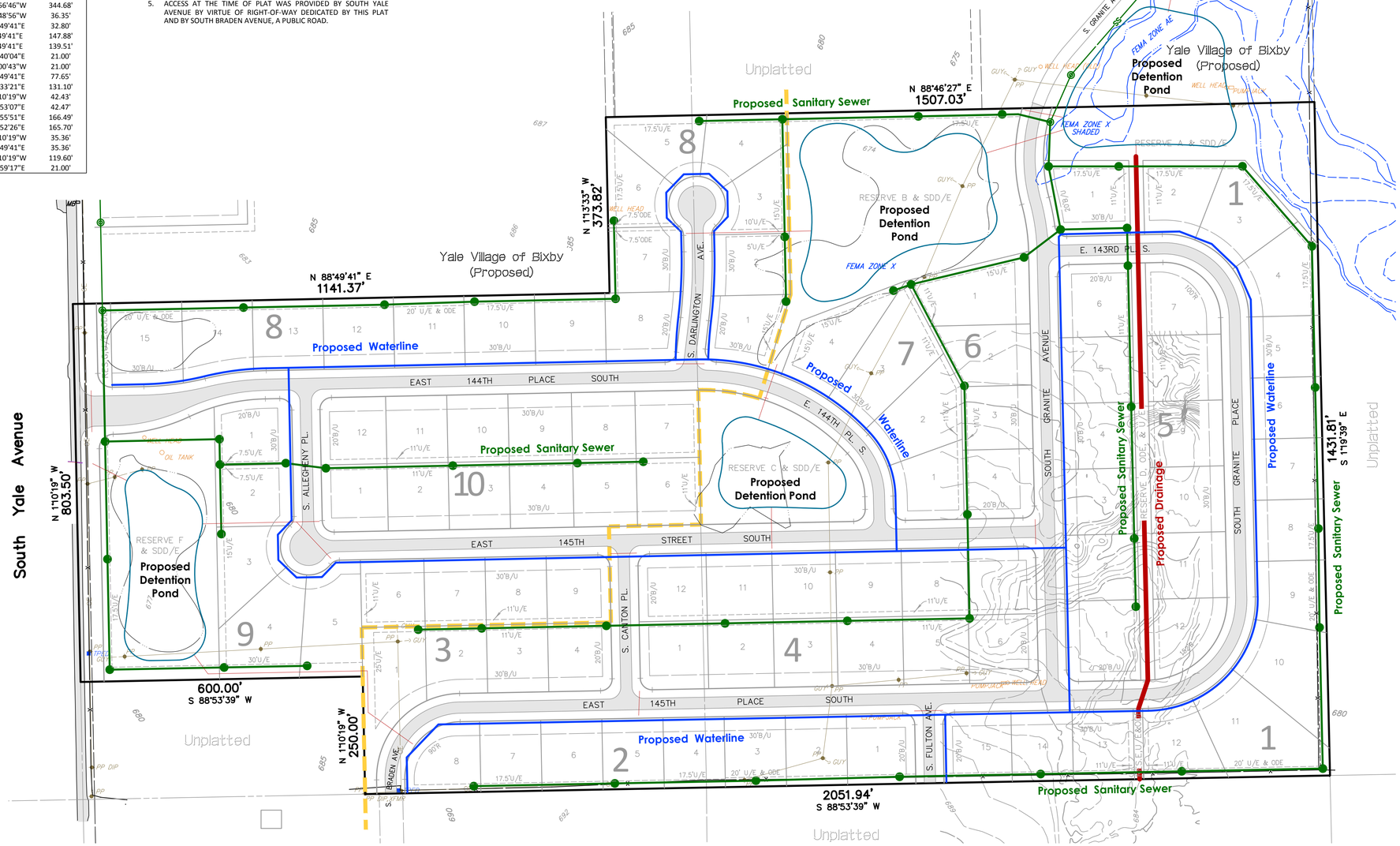
GROSS SUBDIVISION AREA: 73.713 ACRES

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	193.39'	320.00'	34°37'36"	N2°00'15"E	190.46'
2	207.40'	380.00'	31°16'17"	N0°19'36"E	204.84'
3	100.84'	413.25'	13°58'54"	N8°19'06"W	100.59'
4	63.14'	473.25'	7°38'39"	N11°29'13"W	63.09'
5	36.50'	25.00'	83°39'45"	N49°29'46"W	33.35'
6	39.27'	25.00'	90°00'00"	N43°40'21"E	35.36'
7	282.74'	180.00'	90°00'00"	N46°19'39"W	254.56'
8	188.50'	120.00'	90°00'00"	N46°19'39"W	169.71'
9	365.06'	231.84'	90°13'18"	N43°47'00"E	328.50'
10	270.58'	171.84'	90°13'18"	N43°47'00"E	243.48'
11	39.17'	25.00'	89°46'42"	N46°13'00"W	35.29'
12	39.37'	25.00'	90°13'18"	N43°47'00"E	35.42'
13	39.27'	25.00'	90°00'00"	N43°53'39"E	35.36'
14	39.27'	25.00'	90°00'00"	N46°06'21"W	35.36'
15	188.63'	120.00'	90°03'58"	N43°51'40"E	169.80'
16	282.95'	180.00'	90°03'58"	N43°51'40"E	254.71'
17	39.30'	25.00'	90°03'58"	N43°51'40"E	35.38'
18	39.24'	25.00'	89°56'02"	N46°08'20"W	35.33'
19	39.20'	25.00'	89°50'41"	N46°14'59"W	35.31'
20	39.34'	25.00'	90°09'19"	N43°45'01"E	35.40'
21	144.49'	200.00'	41°23'34"	N22°01'26"W	141.37'
22	101.14'	140.00'	41°23'34"	N22°01'26"W	98.96'
23	366.43'	480.00'	43°44'21"	N64°35'23"W	357.60'
24	355.17'	420.00'	48°27'07"	N66°56'46"W	344.68'
25	40.70'	25.00'	93°17'15"	N39°48'56"W	36.35'
26	35.78'	25.00'	82°00'00"	N47°49'41"E	32.80'
27	148.00'	1060.00'	8°00'00"	N2°49'41"E	147.88'
28	139.63'	1000.00'	8°00'00"	N2°49'41"E	139.51'
29	21.68'	25.00'	49°40'47"	N23°40'04"E	21.00'
30	21.68'	25.00'	49°40'47"	N26°00'43"W	21.00'
31	292.54'	60.00'	279°21'34"	N88°49'41"E	77.65'
32	131.36'	600.00'	12°32'39"	N82°33'21"E	131.10'
33	47.12'	30.00'	90°00'00"	N46°10'19"W	42.43'
34	47.18'	30.00'	90°06'52"	N43°53'07"E	42.47'
35	167.71'	400.00'	24°01'23"	N76°55'51"E	166.49'
36	166.91'	400.00'	23°54'31"	N76°52'26"E	165.70'
37	39.27'	25.00'	90°00'00"	N46°10'19"W	35.36'
38	39.27'	25.00'	90°00'00"	N43°49'41"E	35.36'
39	198.30'	60.00'	189°21'34"	N46°10'19"W	119.60'
40	21.68'	25.00'	49°40'47"	N63°59'17"E	21.00'

Notes:

1. 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.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. 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.
4. 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.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH YALE AVENUE BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT AND BY SOUTH BRADEN AVENUE, A PUBLIC ROAD.



DATE OF PREPARATION: November 26, 2019

Prescott Hill
SHEET 1 OF 1

CITY OF BIXBY
111 N Cabaniss Ave
Bixby, OK 74008
(918) 366-4430

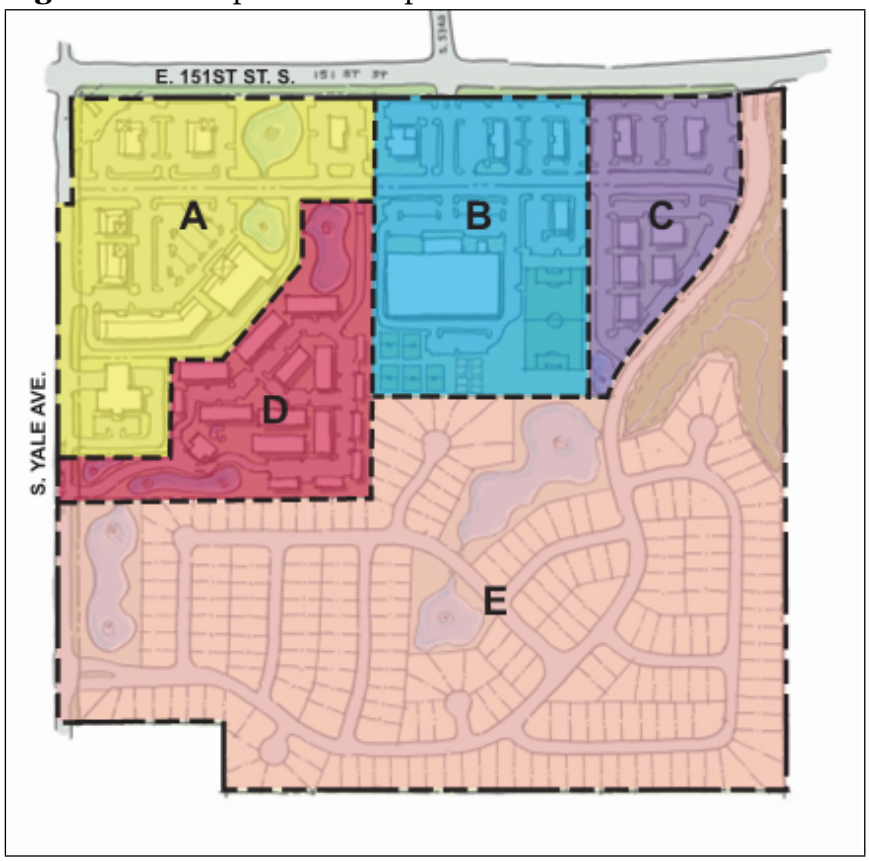
STAFF REPORT

TO:	Planning Commission
FROM:	Gladys Gill, Assistant Planner
DATE:	November 17, 2025
NAME:	Yale Village of Bixby (East)
CASE(S):	**PRELIMINARY PLAT** | BXPT-19.14 East
LOCATION:	Southeast corner of 151st (HWY 67) and Yale Avenue
EXISTING ZONING:	(CG) Commercial General within PUD BXPUD-18.11
PROPOSED ZONING:	No change proposed
STR:	Section 22, Township 17N, Range 13E
APPLICANT:	Tanner Consulting, LLC

REQUEST: The applicant requested approval of a Final Plat for Yale Village of Bixby (East), a proposed commercial development containing a single lot within one (1) block, with one (1) reserve area totaling approximately 17.751 acres.

BACKGROUND: The original Yale Village Preliminary Plat was prepared in October 2019 and approved by the City of Bixby Planning Commission and City Council as part of BXPUD-18.11, implementing Ordinance No. 2270. The approved plat encompassed approximately 55.6 acres, subdivided into five (5) lots in four (4) blocks and two (2) reserve areas, located on both the west and east sides of South Yale Avenue.

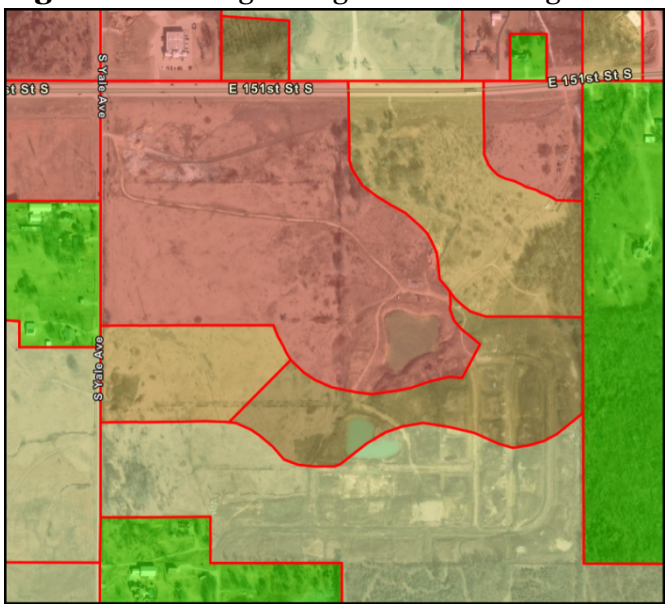
Figure 1: Development Areas per PUD



SURROUNDING ZONING AND LAND USE:

North:	Highway 67
South:	RE | Residential Estate Single-family, Undeveloped
East:	AG | Agricultural, Single-family large estate, Undeveloped
West:	AG, CS | Agricultural, Undeveloped, Commercial Shopping

Figure 2: Existing zoning for surrounding areas.



TECHNICAL ADVISORY COMMITTEE (TAC) COMMENTS:

At the October TAC meeting, the other utility companies had no noteworthy comments for the applicant.

ENGINEERING COMMENTS: See attached.

STAFF COMMENTS:

Staff recommends approval of the Yale Village of Bixby Final Plat.

FIGURES:

Figure 1: Development Areas per PUD
Figure 2: Existing Zoning

ATTACHMENTS:

Attachment 1: Final Plat for Yale Village of Bixby (East).
Attachment 2: Engineering Comments dated November 13, 2025
Attachment 3: Preliminary Plat approved in 2019

Conditional Final Plat

Yale Village

OF BIXBY BLOCK 1

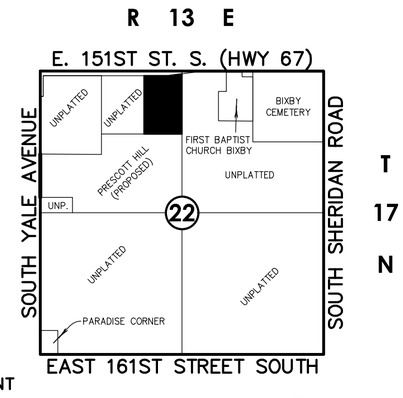
BXPUD-18.11

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

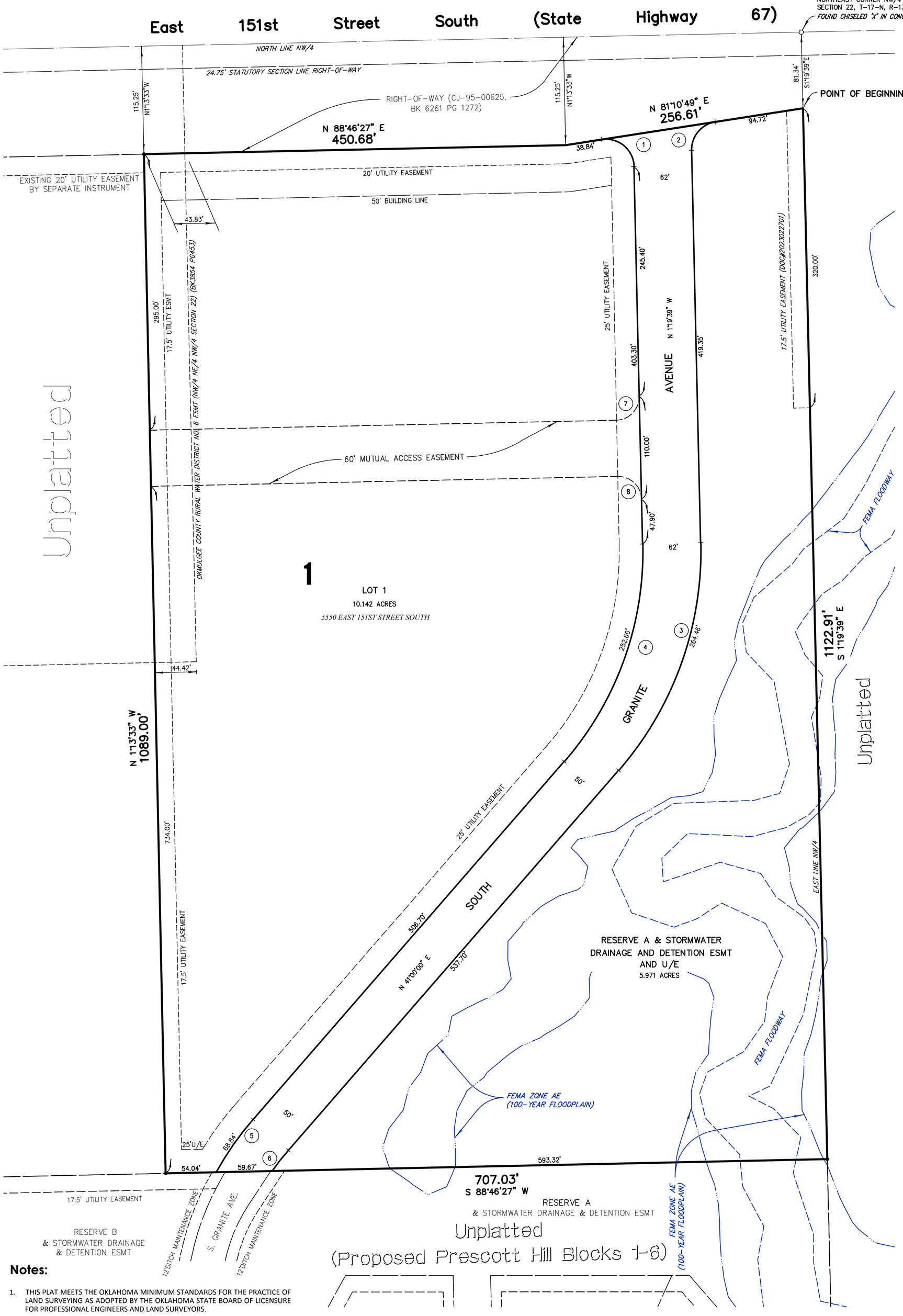
NORTH

0 30 60 90

Scale: 1"= 60'
Tanner Consulting



Location Map
Scale: 1"= 2000'
NORTH



SUBDIVISION CONTAINS:

ONE (1) LOT
IN ONE (1) BLOCK
WITH ONE (1) RESERVE AREA

GROSS SUBDIVISION AREAS: 17.751 ACRES

LEGEND

B/L	BUILDING LINE
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
LNA	LIMITS OF NO ACCESS
OC	ORANGE CAP
RC	RED CAP
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED
○	FOUND MONUMENT
●	SET MONUMENT

OWNER/DEVELOPER:
151 BIXBY LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
JULIUS PUMA - MEMBER
EMAIL: PUMA74011@YAHOO.COM
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:

1. 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.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" OR " TANNER 2661" UNLESS OTHERWISE NOTED.
3. 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) CHISELED "X" FOUND IN CONCRETE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 22;
   (B) CHISELED "X" FOUND 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.
4. ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY STATE HIGHWAY 67 (AKA EAST 151ST STREET SOUTH), BEING A PUBLIC STREET, BY VIRTUE OF JUDGMENT IN TULSA COUNTY DISTRICT COURT CASE CJ-95-00625, RECORDED AUGUST 25, 1999, AT BOOK 6261, PAGE 1272 OF THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	51.05'	30.00'	97°29'32"	N50°04'25"W	45.11'
2	43.20'	30.00'	82°30'28"	N39°55'35"E	39.56'
3	264.46'	357.98'	42°19'39"	N19°50'11"E	258.49'
4	252.66'	342.02'	42°19'39"	N19°50'11"E	246.96'
5	68.84'	325.00'	12°08'09"	N34°55'56"E	68.71'
6	28.27'	275.00'	5°53'24"	N38°03'18"E	28.26'
7	39.31'	25.00'	90°06'05"	N43°43'24"E	35.39'
8	39.23'	25.00'	89°53'55"	N46°16'36"W	35.32'

FINAL PLAT

CERTIFICATE OF APPROVAL

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

on _____

_____
MAYOR–VICE MAYOR

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

_____
CITY MANAGER–CITY CLERK

DATE OF PREPARATION: November 14, 2025

Conditional Final Plat

Yale Village

OF BIXBY BLOCK 1 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 BLOCK 1", 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 "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 THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, 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, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

1. 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:

(A) GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
(B) CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
(C) THE STORMWATER DRAINAGE AND DETENTION FACILITIES SHALL BE KEPT FREE OF TRASH OR DEBRIS.
(D) 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.

E. MUTUAL ACCESS EASEMENT

THE OWNER HEREBY CREATES, ESTABLISHES, AND GRANTS TO THE OWNERS OF THE LOT OR SUBDIVIDED PART THEREOF AND FURTHER GRANTS TO THE PROPERTY OWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV. HEREOF, A MUTUAL ACCESS EASEMENT, DEPICTED AS "MUTUAL ACCESS EASEMENT" ON THE ACCOMPANYING PLAT, FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS WITHIN THE SUBDIVISION AND TO AND FROM ALL STREETS AND AREAS ADJACENT TO SAID EASEMENT AND THE SUBDIVISION. SUCH EASEMENT SHALL BE FOR THE MUTUAL USE AND BENEFIT OF OWNERS OF THE LOT OR SUBDIVIDED PART THEREOF WITHIN THE SUBDIVISION AND THE ASSOCIATION, THEIR RESPECTIVE GUESTS, INVITEES, SUCCESSORS AND ASSIGNS, AND SHALL BE APPURTENANT TO THE AFFECTED OWNER OF THE LOT OR SUBDIVIDED PART THEREOF.

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 BLOCK 1 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	
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.

DATE OF PREPARATION: November 14, 2025

Conditional Final Plat

Yale Village

OF BIXBY BLOCK 1 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 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 WAINSCOT 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 BLOCK 1 (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, 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 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

JENNIFER R. WILSON
NOTARY PUBLIC
12002299
EXP 03/08/2028
STATE OF OKLAHOMA

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 BLOCK 1", 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.

LICENSED PROFESSIONAL LAND SURVEYOR
Dan Edwin Tanner
1435
OKLAHOMA

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

JENNIFER R. WILSON
NOTARY PUBLIC
12002299
EXP 03/08/2028
STATE OF OKLAHOMA

DATE OF PREPARATION: November 14, 2025

111 North Cabaniss
P.O. Box 70
Bixby, OK 74008
T: 918.366.4430
www.bixbyok.gov

November 13, 2025

To: Gladys Gill, Development Services
From: Gwen Plante, on behalf of Bixby Public Works, Engineering

Reference: Yale Village -Final Plat

Gladys,

Below are review comments on the above reference project from our Engineering Department.

This review includes only engineering items. Items under Development Services purview – such as the Comprehensive Plan, Zoning Code, or Subdivision Regulations – were not part of this review.

The Final Plat does not include the right-of-way and easements for E. 152nd St. South as shown in the approved, infrastructure plans. Water and storm sewer lines have been proposed for this roadway corridor.

Otherwise, the Final Plat conforms to the approved, Infrastructure Plans.

Please let me know if you have any questions.

Gwen Plante
Project Manager
Bixby Public Works

Preliminary Plat

Yale Village

OF BIXBY

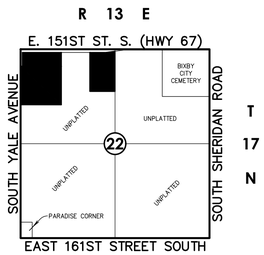
BXPUD-18.11

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

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 6/30/2021
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

NORTH
0 60 120 180
Scale: 1"= 120'
Tanner Consulting



Location Map
Scale: 1"= 2000' NORTH

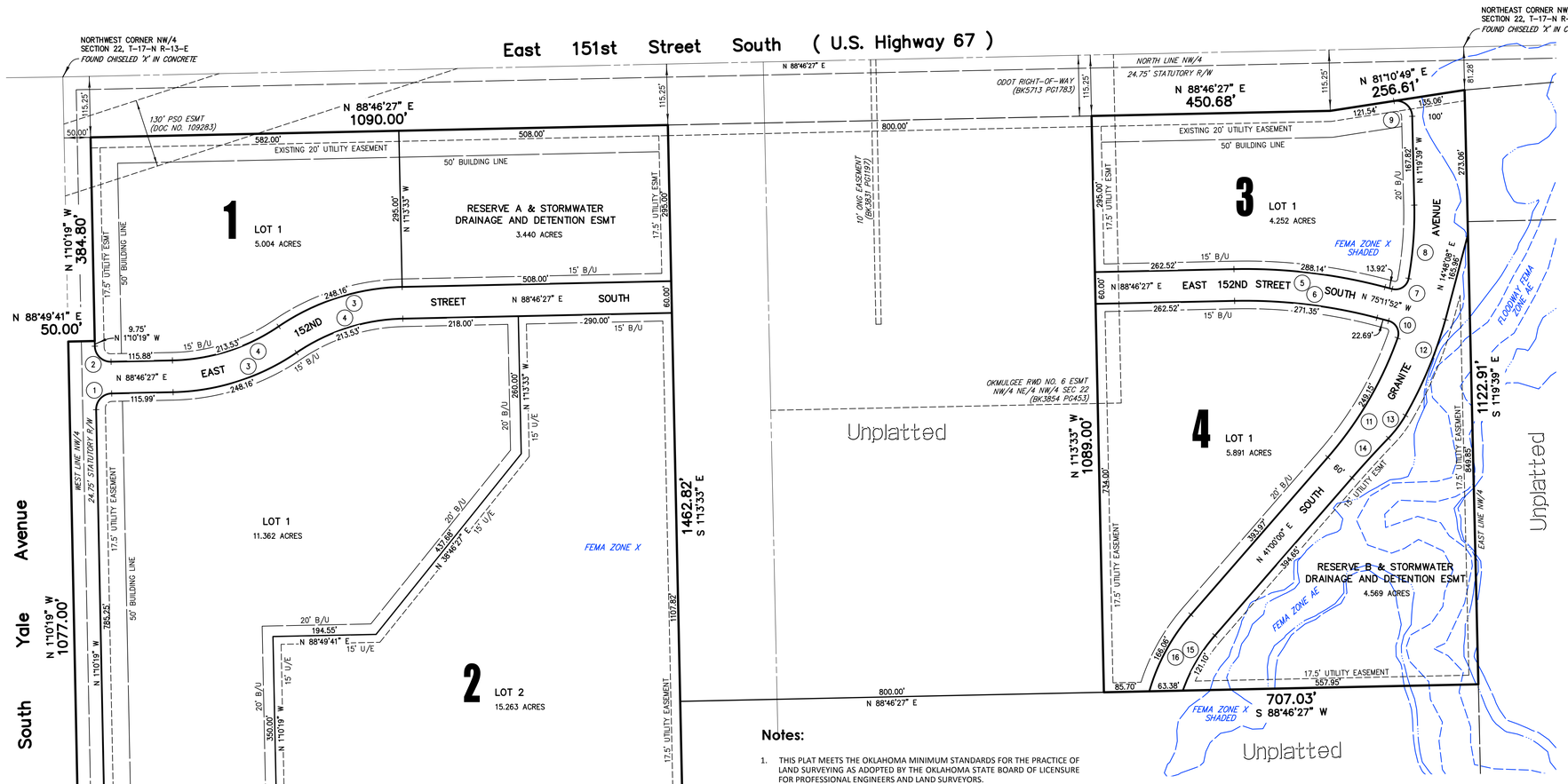
SUBDIVISION CONTAINS:

FIVE (5) LOTS
IN FOUR (4) BLOCKS
WITH TWO (2) RESERVE AREAS

GROSS SUBDIVISION AREA: 55.602 ACRES

LEGEND

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



Notes:

1. 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.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. 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.
4. 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.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY STATE HIGHWAY 67 (AKA EAST 151ST STREET SOUTH) AND SOUTH YALE AVENUE, BOTH BEING PUBLIC STREETS, BY VIRTUE OF REPORT OF COMMISSIONERS RECORDED MAY 17, 1995, IN BOOK 5713 ON PAGE 1783 OF THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA, AND BY VIRTUE OF ADDITIONAL RIGHT-OF-WAY FOR SOUTH YALE AVENUE DEDICATED BY THIS PLAT.

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	47.10'	30.00'	89°56'46"	N43°48'04"E	42.41'
2	47.15'	30.00'	90°03'14"	N46°11'56"W	42.45'
3	248.16'	430.00'	33°03'59"	N72°14'27"E	244.73'
4	213.53'	370.00'	33°03'59"	N72°14'27"E	210.58'
5	288.14'	1030.00'	16°01'41"	N83°12'42"W	287.20'
6	271.35'	970.00'	16°01'41"	N83°12'42"W	270.47'
7	41.28'	25.00'	94°35'46"	N57°30'15"E	36.74'
8	139.28'	691.82'	11°32'07"	N4°26'19"E	139.05'
9	51.05'	30.00'	97°29'32"	N50°04'25"W	45.11'
10	41.36'	25.00'	94°48'05"	N27°47'49"W	36.81'
11	262.39'	700.82'	21°27'07"	N30°19'47"E	260.86'
12	196.71'	794.00'	14°11'42"	N22°38'23"E	196.21'
13	53.78'	217.00'	14°11'56"	N36°50'12"E	53.64'
14	101.62'	1983.00'	2°56'10"	N42°28'05"E	101.61'
15	121.10'	320.00'	21°40'57"	N30°09'32"E	120.38'
16	166.06'	380.00'	25°02'16"	N28°28'52"E	164.74'

DATE OF PREPARATION: October 8, 2019

Preliminary 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 ALL MEN 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 IN TWO (2) PARTS 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 NORTHWEST CORNER OF SAID NW/4; THENCE NORTH 88°46'27" EAST AND ALONG THE NORTH LINE OF THE NW/4, FOR A DISTANCE OF 1139.80 FEET; THENCE SOUTH 1°13'33" EAST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 115.25 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 67 (AKA EAST 151ST STREET SOUTH) AS RECORDED MAY 17, 1995, IN REPORT OF COMMISSIONERS, BOOK 5713, PAGE 1783, TULSA COUNTY RECORDS, STATE OF OKLAHOMA, SAID POINT BEING THE POINT OF BEGINNING OF PART 1;

THENCE CONTINUING SOUTH 1°13'33" EAST AND PERPENDICULAR TO SAID NORTH LINE, FOR A DISTANCE OF 1462.82 FEET; THENCE SOUTH 88°49'41" WEST AND PERPENDICULAR TO THE WEST LINE OF THE NW/4, FOR A DISTANCE OF 1141.37 FEET TO A POINT ON SAID WEST LINE; THENCE NORTH 1°10'19" WEST AND ALONG THE WEST LINE, FOR A DISTANCE OF 1077.00 FEET; THENCE NORTH 88°49'41" EAST AND PERPENDICULAR TO THE WEST LINE, FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF SOUTH YALE AVENUE; THENCE NORTH 1°10'19" WEST AND ALONG SAID EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 384.80 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 88°46'27" EAST, PARALLEL TO THE NORTH LINE OF THE NW/4 AND ALONG THE SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1090.00 FEET TO THE POINT OF BEGINNING OF PART 1;

PART 1 CONTAINING 1,648,769 SQUARE FEET OR 37.850 ACRES;

AND

COMMENCING AT THE NORTHEAST CORNER OF PART 1; THENCE NORTH 88°46'27" EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 800.00 FEET TO THE POINT OF BEGINNING OF PART 2;

THENCE NORTH 88°46'27" EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 450.68 FEET; THENCE NORTH 81°10'49" EAST AND CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 256.61 FEET TO A POINT ON THE EAST LINE OF THE NW/4, SAID POINT BEING 81.28 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 1°19'39" EAST AND 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 SAID NORTH LINE, FOR A DISTANCE OF 1089.00 TO THE POINT OF BEGINNING OF PART 2;

PART 2 CONTAINING 773,217 SQUARE FEET OR 17.751 ACRES;

TOGETHER, BOTH PARTS CONTAIN 2,421,986 SQUARE FEET OR 55.601 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.

151 BIXBY LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO FIVE (5) LOTS IN FOUR (4) BLOCKS, TWO (2) RESERVE AREAS, 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 - STREETS, EASEMENTS, AND UTILITIES

A. 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/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER, AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REPAIR, REPLACE, AND/OR REMOVE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, REPLACING, AND/OR REMOVING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. 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

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

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE 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 OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

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

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

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

C. GAS SERVICE

1. THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT OR RESERVE AREA.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES SHALL BE REPORTED TO GAS SERVICE PROVIDER.

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

4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS 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.

5. THE SUPPLIER OF GAS OR ITS SUCCESSORS AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

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

D. 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, AND/OR MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

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

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

4. 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/DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.

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

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. THE COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER 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. LIMITS OF NO ACCESS

THE OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 151ST STREET SOUTH AND SOUTH YALE AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "LNA" ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY.

H. STORMWATER DRAINAGE AND DETENTION EASEMENTS

1. 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" 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 EASEMENTS 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 EASEMENTS, 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 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:

a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
c. THE STORMWATER DETENTION EASEMENTS SHALL BE KEPT FREE OF DEBRIS.
d. 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 EASEMENTS.

6. 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 OR THE ALTERATION OF GRADE WITHIN A STORMWATER 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.

SECTION II - RESERVE AREAS

A. PURPOSE

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVES A AND B ARE HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING, 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 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 AREAS TO THE ASSOCIATION.

2. IN THE EVENT THE RESERVE AREA OWNER FAILS 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 FAILS 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/OR 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 AND/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 AND/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.

C. DEVELOPMENT STANDARDS

1. DEVELOPMENT AREA A (LOT 1, BLOCK 1, LOT 1, BLOCK 2, AND RESERVE A)

GROSS LAND AREA:	1,027,800 SF	23.595 AC
NET LAND AREA:	982,657 SF	22.559 AC

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT AND BY SPECIAL EXCEPTION IN THE CG GENERAL COMMERCIAL DISTRICT (EXCEPT AS SPECIFIED BELOW), USE UNIT 8 MULTIFAMILY RESIDENTIAL, ONLY WITHIN A MIXED USE BUILDING, 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, 16, 20, 22, AND 23, AND ALL OPEN AIR STORAGE USES.

MAXIMUM FLOOR AREA RATIO:	0.75
MAXIMUM BUILDING FLOOR AREA:	951,156 SF
MAXIMUM BUILDING FLOOR AREA USE UNITS 12-15, 17-23:	842,060 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 D BOUNDARY:	20 FT
FROM ALL OTHER BOUNDARIES:	0 FT
MINIMUM PARKING RATIO MULTITENANT COMMERCIAL BUILDINGS:	
1 PER 225 SF BUILDING FLOOR AREA	
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.

2. DEVELOPMENT AREA C (LOT 1, BLOCK 3, AND LOT 1, BLOCK 4)

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

Preliminary 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)

MINIMUM BUILDING SETBACKS:	
FROM ARTERIAL STREET RIGHT-OF-WAY:	50 FT
FROM NON-ARTERIAL STREET RIGHT-OF-WAY:	10 FT
FROM DEVELOPMENT AREA D BOUNDARY:	20 FT
FROM ALL OTHER BOUNDARIES:	0 FT
MINIMUM PARKING RATIO MULTITENANT COMMERCIAL BUILDINGS:	
1 PER 225 SF BUILDING FLOOR AREA	
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.

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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	
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 D (LOT 2, BLOCK 2)

GROSS LAND AREA:	668,461 SF	15.346 AC
NET LAND AREA:	668,461 SF	15.346 AC

PERMITTED USES: USES PERMITTED BY RIGHT IN THE RM-3 RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT, INCLUDING ONLY MULTI-FAMILY DWELLINGS, ATTACHED SINGLE FAMILY DWELLINGS (TOWNHOUSES), DUPLEX DWELLINGS, AND DETACHED SINGLE FAMILY DWELLINGS, AND CUSTOMARY ACCESSORY USES, INCLUDING PRIVATE COMMON AREA FACILITIES SUCH AS CLUBHOUSE, SWIMMING POOL, PLAYGROUND, AND RECREATIONAL OPEN SPACE, AND USE UNITS 13, 14, 18, AND 19. *

MAXIMUM DWELLING UNITS:	350
MINIMUM LOT WIDTH:	PER RM-3 DISTRICT
MINIMUM LOT SIZE:	PER RM-3 DISTRICT
MAXIMUM BUILDING HEIGHT:	48 FT
MINIMUM OFF-STREET PARKING MULTIFAMILY:	
PER ZONING CODE SECTION 11-9-8.D.	
MINIMUM OFF-STREET PARKING ALL OTHER USES:	
MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.	
MINIMUM LIVABILITY SPACE: **	
MINIMUM LIVABILITY SPACE MULTIFAMILY	PER RM-3 DISTRICT
MINIMUM LIVABILITY SPACE DUPLEX	PER RD DISTRICT
MINIMUM LIVABILITY SPACE TOWNHOUSE	PER RT DISTRICT
MINIMUM LIVABILITY SPACE DETACHED SINGLE-FAMILY	PER RS-3 DISTRICT
MINIMUM YARD SETBACKS:	
MINIMUM YARD SETBACKS MULTIFAMILY	PER RM-3 DISTRICT
MINIMUM YARD SETBACKS DUPLEX	PER RD DISTRICT
MINIMUM YARD SETBACKS TOWNHOUSE	PER RT DISTRICT
MINIMUM YARD SETBACKS DETACHED SINGLE-FAMILY	PER RS-3 DISTRICT
OTHER BULK AND AREA REQUIREMENTS:	AS REQUIRED WITHIN THE RM-3 DISTRICT

* USE UNITS 13, 14, 18, AND 19 SHALL BE SUBJECT TO THE DEVELOPMENT STANDARDS OF DEVELOPMENT AREA A AND REQUIRE TRANSFER OF BUILDING FLOOR AREA FROM DEVELOPMENT AREAS A, B, AND/OR C.

** 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.

3. DEVELOPMENT AREA E (RESERVE B)

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.

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 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 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 WAINSCOT 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 RESERVES A AND B, 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 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 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 AND/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 _____, 2019.

151 BIXBY LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY:_____
JULIUS PUMA, [TITLE]

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____DAY OF _____, 2019, 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 [TITLE], 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.

_____ _____
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 _____, 2019.

LICENSED PROFESSIONAL LAND SURVEYOR
Dan Edwin Tanner
1435
OKLAHOMA

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 _____, 2019, 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.

_____ _____
MY COMMISSION EXPIRES: NOTARY PUBLIC

DATE OF PREPARATION: October 8, 2019

Conceptual Utility Plan

Yale Village
OF BIXBY

BXPUD-18.11

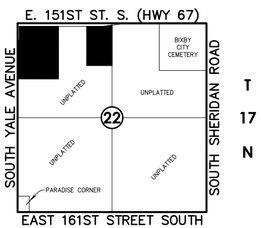
PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-TWO (22)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

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 6/30/2021
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

NORTH
0 60 120 180
Scale: 1"= 120'
Tanner Consulting

R 13 E
T 17 N



Location Map
Scale: 1"= 2000'
NORTH

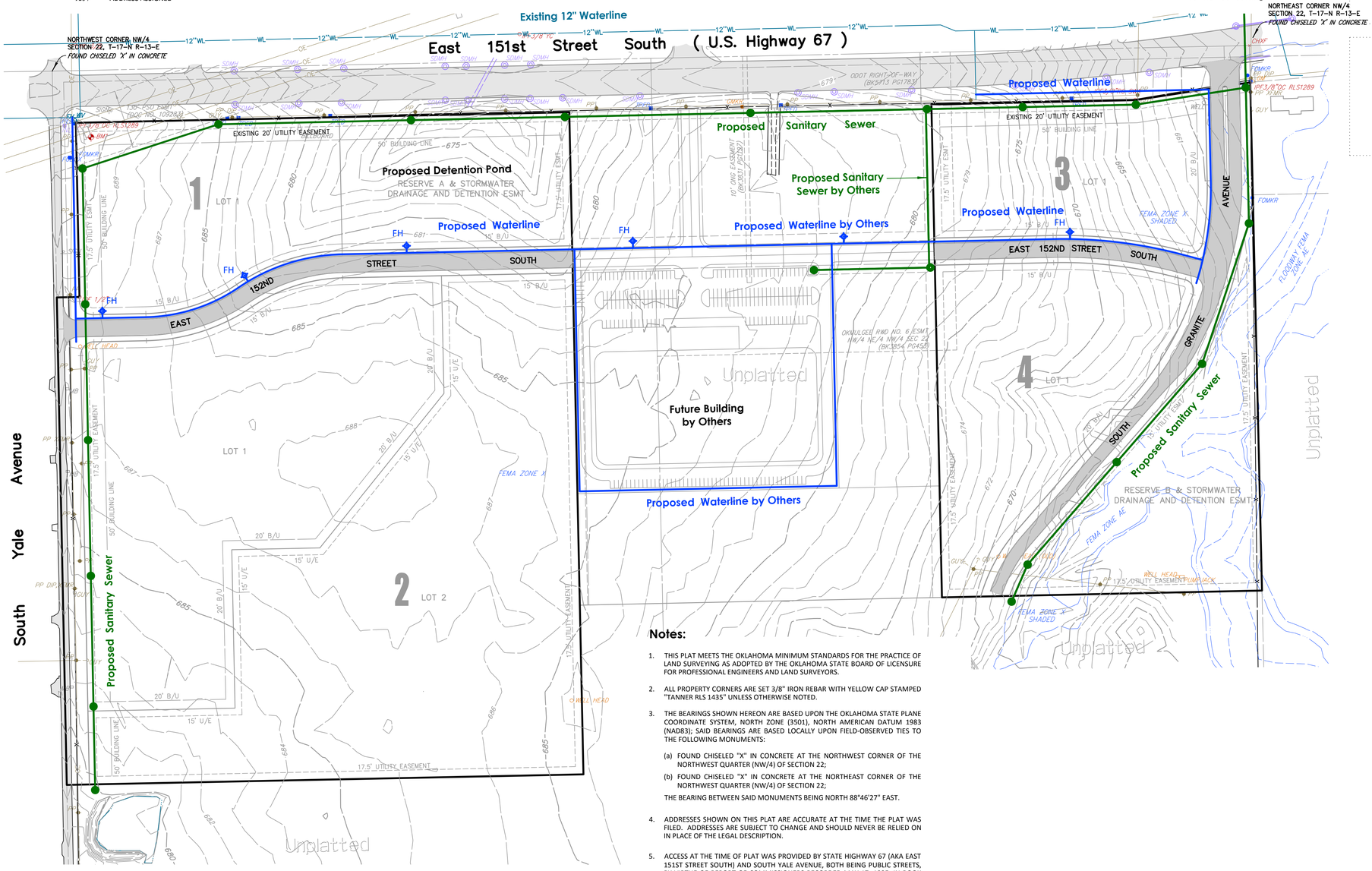
SUBDIVISION CONTAINS:

FIVE (5) LOTS
IN FOUR (4) BLOCKS
WITH TWO (2) RESERVE AREAS

GROSS SUBDIVISION AREA: 55.602 ACRES

LEGEND

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



Notes:

1. 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.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. 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.
4. 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.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY STATE HIGHWAY 67 (AKA EAST 151ST STREET SOUTH) AND SOUTH YALE AVENUE, BOTH BEING PUBLIC STREETS, BY VIRTUE OF REPORT OF COMMISSIONERS RECORDED MAY 17, 1995, IN BOOK 5713 ON PAGE 1783 OF THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA, AND BY VIRTUE OF ADDITIONAL RIGHT-OF-WAY FOR SOUTH YALE AVENUE DEDICATED BY THIS PLAT.

DATE OF PREPARATION: October 8, 2019

Conceptual Utility Plan
Yale Village of Bixby
SHEET 1 OF 1

CITY OF BIXBY
111 N Cabaniss Ave
Bixby, OK 74008
(918) 366-4430

STAFF REPORT

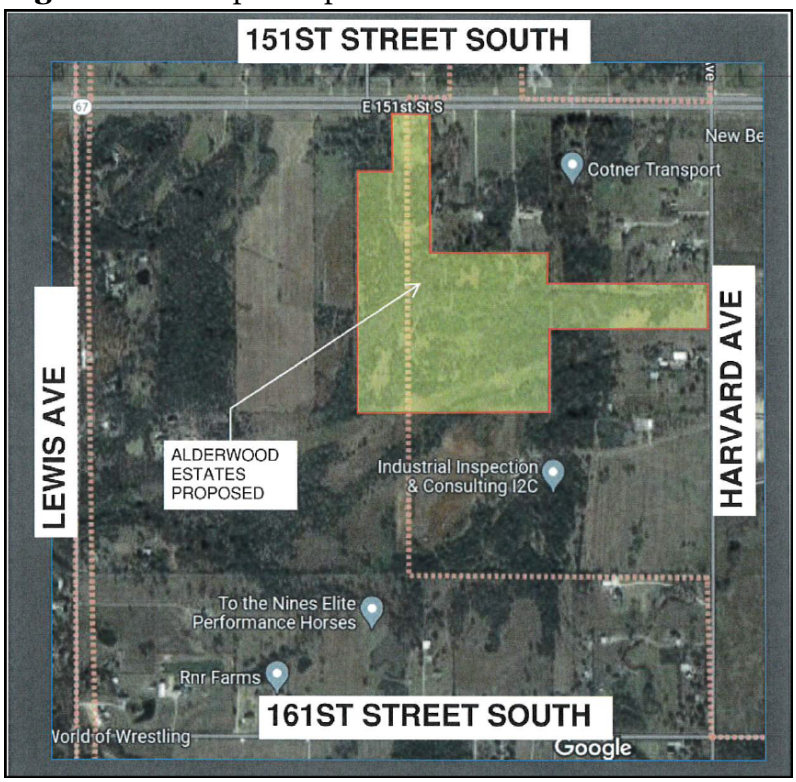
TO:	Planning Commission
FROM:	Gladys Gill, Assistant Planner
DATE:	November 17, 2025
NAME:	Alderwood Estates, Phase I
CASE(S):	**PRELIMINARY PLAT** | BXPT-22.21 Phase I
LOCATION:	Half a mile west of South Harvard Avenue and one-quarter mile South of East 151st Street South
EXISTING ZONING:	Residential Single-Family (RS-3) within PUD BXPUD-22.10
PROPOSED ZONING:	No change proposed
STR:	Section 20, Township 17N, Range 13E
APPLICANT:	The Schemmer Associates, LLC

REQUEST: The applicant requested approval of a Preliminary Plat for Alderwood Estates, Phase I, a proposed single-family residential subdivision containing 67 lots within four (4) blocks, with two (2) reserve areas totaling approximately 25.80 acres. The plat provides for public streets, utility easements, drainage facilities, and reserve areas to be owned and maintained by a homeowners' association.

BACKGROUND: The proposed development is located within Planned Unit Development BXPUD-22.10, which the City Council approved under Ordinance No. 2429 (2023).

A Preliminary Plat for the overall subdivision (±73.79 acres) was also approved in 2023, identifying two phases of development. See attached.

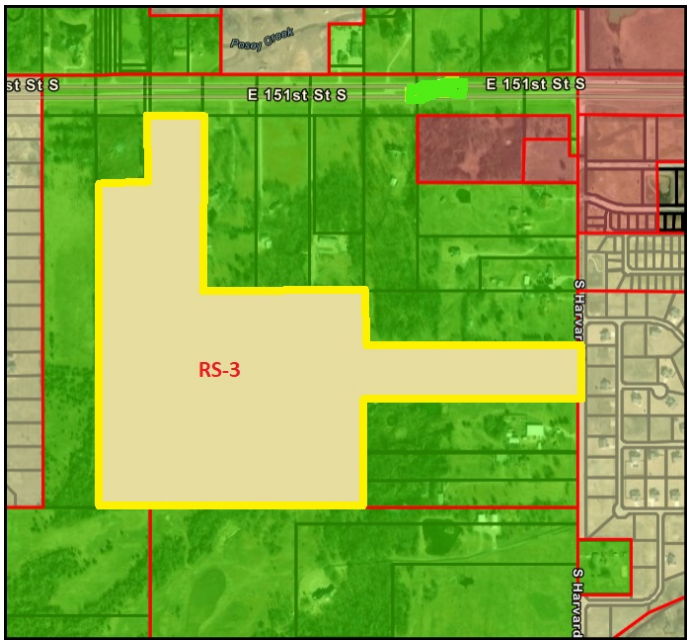
Figure 1: Development per PUD



SURROUNDING ZONING AND LAND USE:

North:	AG | Agriculture: Vacant and Single Family Dwellings
South:	AG | Agriculture: Vacant and Single Family Dwellings
East:	AG, RS-3 | Agriculture and Residential Single-Family: Bixby Meadows
West:	AG | Agricultural: Vacant

Figure 2: Existing zoning for surrounding areas.



TECHNICAL ADVISORY COMMITTEE (TAC) COMMENTS:

At the November TAC meeting, the applicant was asked to clearly identify all reserve areas and properly label all streets and easements. Provide connectivity to adjacent or future development. The other utilities had no noteworthy comments for the applicant.

ENGINEERING COMMENTS: See attached.

STAFF COMMENTS:

Staff recommends approval of Preliminary Plat BXPT-22.21 Phase I for Alderwood Estates.

Staff finds the proposed Alderwood Estates Phase I Preliminary Plat:

- Conforms to the Subdivision Regulations;
- Meets the PUD and RS-3 zoning standards for single-family lots and;
- Adequately provides for public improvements and easement dedications; and

Staff recommends approval of the Alderwood Estates Phase I Preliminary Plat, subject to the following conditions:

- Continue to coordinate with Public Works and Engineering to address their comments.
- Submit phasing plan for PFPI fee calculation and utility capacity review.
- Submit final construction drawings and revised plat for staff review prior to City Council consideration of Final Plat for Phase I.

FIGURES:

Figure 1: Development Areas per PUD
Figure 2: Existing Zoning

ATTACHMENTS:

Attachment 1: Preliminary Plat for Alderwood Estates Phase I
Attachment 2: Engineering Comments dated November 6, 2025
Attachment 3: Original approved Preliminary Plat (2023)

PRELIMINARY PLAT

ALDERWOOD ESTATES, PHASE 1

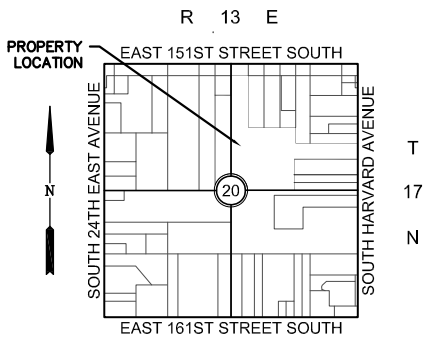
A SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA
BEING A PART OF THE NW/4 AND THE NE/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 13 EAST
OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA
67 RESIDENTIAL LOTS IN 4 BLOCKS, 4 RESERVE AREAS, AND 1 COMMERCIAL LOT

Owner / Developer

15400 HARVARD, L.L.C.
8086 S. YALE AVENUE
TULSA, OK. 74136
MARK MCGUIRE, P.E.
(918) 224-2764

Engineer/Surveyor

THE SCHEMMER ASSOCIATES, LLC
10820 EAST 45TH ST. SUITE 307
TULSA, OK 74146
PHONE: (918) 394-1500
FAX: (918) 369-6876
C.A. #5964 EXPIRES JUNE 30, 2025
RDUVALL@SCHEMMER.COM



Location Map

SCALE: 1"=2000'

LEGEND

B/L.....BUILDING LINE
LNA.....LIMITS OF NO ACCESS
ACC.....LIMITS OF ACCESS
FL/E.....FENCE & LANDSCAPE EASEMENT
U/E.....UTILITY EASEMENT

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SECTION
TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13)
EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA
N 88°40'56" E (PER THIS SURVEY)

BENCHMARK

AERIAL DATA SERVICE MONUMENT: TUL2
3" ALUMINUM CAP-FLUSH-STAMPED "TUL2", SET S.E. OF
151ST ST, AND HARVARD AVE. THE STATION IS 2.0' NORTH
OF CARSONITE WITNESS POST.

HORIZONTAL DATUM: NAD83
NORTHING: 350156.529
EASTING: 2578214.510

VERTICAL DATUM: NAVD 88
ELEV. 660.25

FLOODPLAIN

PORTIONS OF THE PROPERTY ARE LOCATED WITHIN ZONE X (AREA OF
MINIMAL FLOOD HAZARD) AND ZONE X (0.2% ANNUAL
CHANCE FLOOD HAZARD) AS SHOWN ON FIRM PANEL
40143C0429L DATED 10/16/2012

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS SIXTY-SEVEN (67) LOTS IN FOUR (4) BLOCKS
WITH FOUR (4) RESERVE AREAS WITH ONE (1) COMMERCIAL LOT. TOTAL
AREA IS 25.80 ACRES OR 1,123,663.36 SF MORE OR LESS

UTILITY CONTACTS

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

AT&T
800-464-7928

ONG
2319 W EDISON ST
TULSA, OK 74127
918-834-8000

EAST CENTRAL ELECTRIC COOPERATIVE
PO BOX 1178
OKMULGEE, OK 74447
918-756-0833

CITY OF BIXBY
116 W NEEDLES
BIXBY, OK 74008
918-366-4430

CERTIFICATE OF APPROVAL

CITY PLANNING COMMISSION APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BIXBY
PLANNING COMMISSION ON _____,

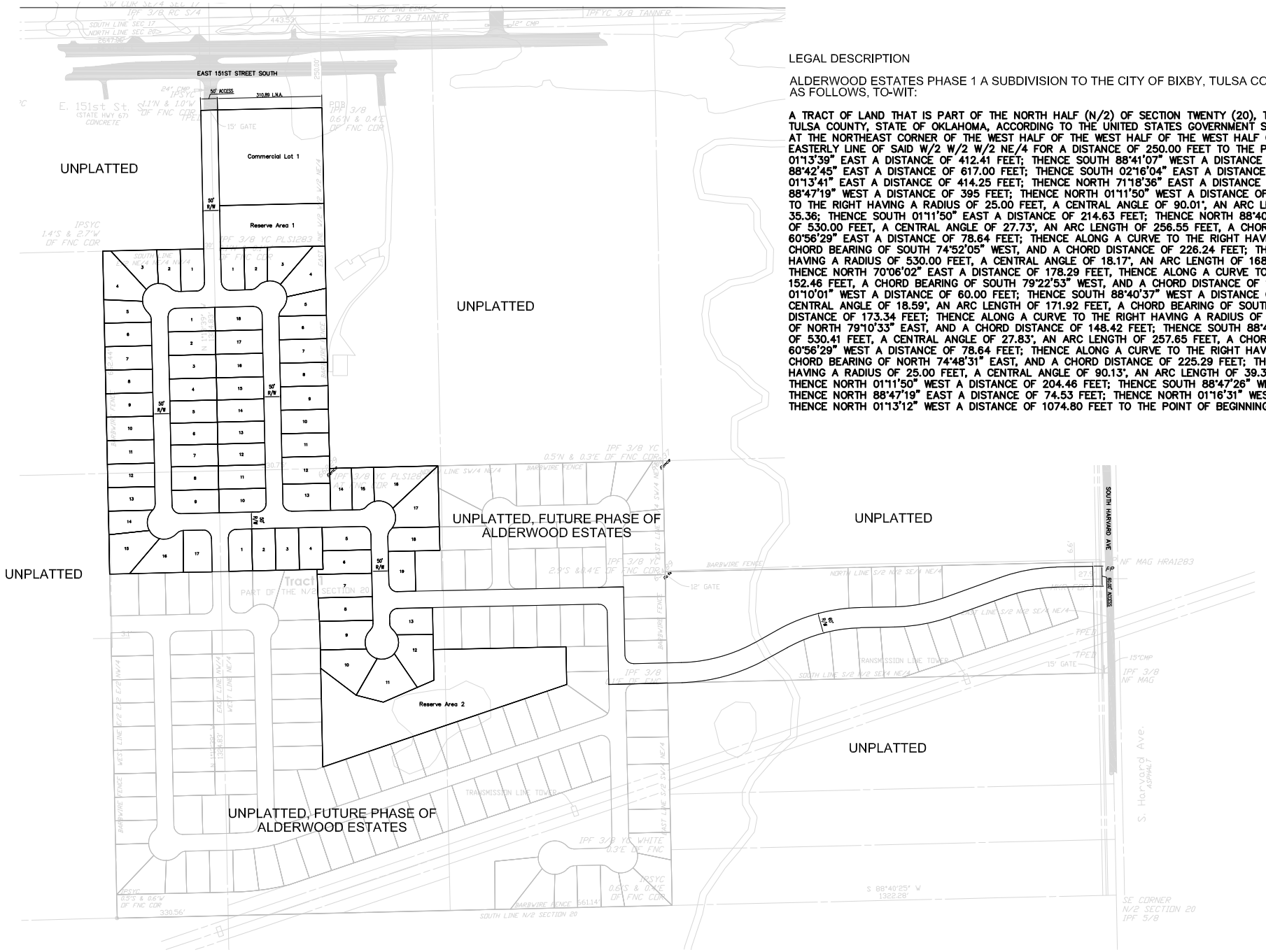
_____
CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BIXBY
CITY COUNCIL ON _____,

_____
MAYOR OR VICE MAYOR

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BIXBY
CITY COUNCIL ON _____,

_____
CITY MANAGER



LEGAL DESCRIPTION

ALDERWOOD ESTATES PHASE 1 A SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTH HALF (N/2) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2 W/2 W/2 NE/4); THENCE SOUTH 00°25'22" EAST ALONG THE EASTERLY LINE OF SAID W/2 W/2 W/2 NE/4 FOR A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°40'56" WEST A DISTANCE OF 360.89 FEET; THENCE SOUTH 01°13'39" EAST A DISTANCE OF 412.41 FEET; THENCE SOUTH 88°41'07" WEST A DISTANCE OF 300.81 FEET; THENCE SOUTH 01°14'04" EAST A DISTANCE OF 962.06 FEET; THENCE NORTH 88°42'45" EAST A DISTANCE OF 617.00 FEET; THENCE SOUTH 02°16'04" EAST A DISTANCE OF 60 FEET; THENCE SOUTH 03°12'53" EAST A DISTANCE OF 114.71 FEET; THENCE SOUTH 01°13'41" EAST A DISTANCE OF 414.25 FEET; THENCE NORTH 71°18'36" EAST A DISTANCE OF 767 FEET; THENCE NORTH 01°12'41" WEST A DISTANCE OF 112.53 FEET; THENCE SOUTH 88°47'19" WEST A DISTANCE OF 395 FEET; THENCE NORTH 01°11'50" WEST A DISTANCE OF 125 FEET; THENCE NORTH 88°47'19" EAST A DISTANCE OF 494.99 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90.01', AN ARC LENGTH OF 39.28 FEET, A CHORD BEARING OF NORTH 46°12'15" WEST, AND A CHORD DISTANCE OF 35.36; THENCE SOUTH 01°11'50" EAST A DISTANCE OF 214.63 FEET; THENCE NORTH 88°40'33" EAST A DISTANCE OF 217.89 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 27.73', AN ARC LENGTH OF 256.55 FEET, A CHORD BEARING OF NORTH 74°48'31" EAST, AND A CHORD DISTANCE OF 254.05 FEET; THENCE NORTH 60°56'29" EAST A DISTANCE OF 78.64 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 27.85', AN ARC LENGTH OF 228.48 FEET, A CHORD BEARING OF SOUTH 74°52'05" WEST, AND A CHORD DISTANCE OF 226.24 FEET; THENCE NORTH 88°47'41" EAST A DISTANCE OF 101.43 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 18.17', AN ARC LENGTH OF 168.05 FEET, A CHORD BEARING OF NORTH 79°42'39" EAST, AND A CHORD DISTANCE OF 167.35 FEET; THENCE NORTH 70°06'02" EAST A DISTANCE OF 178.29 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 469.76 FEET, A CENTRAL ANGLE OF 18.60', AN ARC LENGTH OF 152.46 FEET, A CHORD BEARING OF SOUTH 79°22'53" WEST, AND A CHORD DISTANCE OF 151.79 FEET; THENCE NORTH 88°40'37" EAST A DISTANCE OF 108.97 FEET; THENCE NORTH 01°10'01" WEST A DISTANCE OF 60.00 FEET; THENCE SOUTH 88°40'37" WEST A DISTANCE OF 109.13 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 18.59', AN ARC LENGTH OF 171.92 FEET, A CHORD BEARING OF SOUTH 79°23'02" WEST, AND A CHORD DISTANCE OF 171.17 FEET; THENCE SOUTH 70°05'28" WEST A DISTANCE OF 173.34 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 18.17', AN ARC LENGTH OF 149.05 FEET, A CHORD BEARING OF NORTH 79°10'33" EAST, AND A CHORD DISTANCE OF 148.42 FEET; THENCE SOUTH 88°47'01" WEST A DISTANCE OF 105.81 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.41 FEET, A CENTRAL ANGLE OF 27.83', AN ARC LENGTH OF 257.65 FEET, A CHORD BEARING OF SOUTH 74°52'05" WEST, AND A CHORD DISTANCE OF 255.12 FEET; THENCE SOUTH 60°56'29" WEST A DISTANCE OF 78.64 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 27.73', AN ARC LENGTH OF 227.51 FEET, A CHORD BEARING OF NORTH 74°48'31" EAST, AND A CHORD DISTANCE OF 225.29 FEET; THENCE SOUTH 88°40'33" WEST A DISTANCE OF 142.70 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90.13', AN ARC LENGTH OF 39.33 FEET, A CHORD BEARING OF SOUTH 46°15'39" EAST, AND A CHORD DISTANCE OF 35.39 FEET; THENCE NORTH 01°11'50" WEST A DISTANCE OF 204.46 FEET; THENCE SOUTH 88°47'26" WEST A DISTANCE OF 619.00 FEET; THENCE NORTH 01°11'50" WEST A DISTANCE OF 120.00 FEET; THENCE NORTH 88°47'19" EAST A DISTANCE OF 74.53 FEET; THENCE NORTH 01°16'31" WEST A DISTANCE OF 251.78 FEET; THENCE SOUTH 88°40'41" WEST A DISTANCE OF 322.43 FEET; THENCE NORTH 01°13'12" WEST A DISTANCE OF 1074.80 FEET TO THE POINT OF BEGINNING. CONTAINING 1,252,063.33 SQUARE FEET OR 28.74 ACRES MORE OR LESS.

200 0 200

1 inch = 200 ft.

PRELIMINARY PLAT

ALDERWOOD ESTATES, PHASE 1

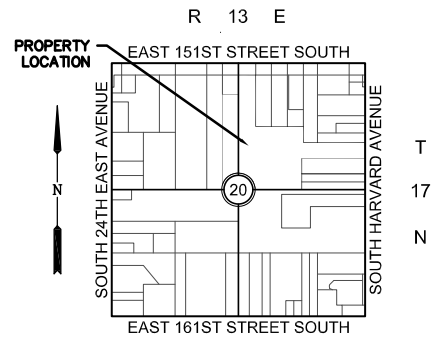
A SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA
BEING A PART OF THE NW/4 AND THE NE/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 13 EAST
OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA
67 RESIDENTIAL LOTS IN 4 BLOCKS, 4 RESERVE AREAS, AND 1 COMMERCIAL LOT

Owner / Developer

15400 HARVARD, L.L.C.
8086 S. YALE AVENUE
TULSA, OK. 74136
MARK MCGUIRE, P.E.
(918) 224-2764

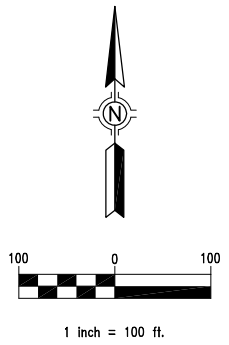
Engineer/Surveyor

THE SCHEMMER ASSOCIATES, LLC
10820 EAST 45TH ST. SUITE 307
TULSA, OK 74146
PHONE: (918) 394-1500
FAX: (918) 369-6876
C.A. #5964 EXPIRES JUNE 30, 2025
RDUVALL@SCHEMMER.COM



Location Map

SCALE: 1"=2000'



LEGEND

B/L.....BUILDING LINE
LNA.....LIMITS OF NO ACCESS
ACC.....LIMITS OF ACCESS
FL/E.....FENCE & LANDSCAPE EASEMENT
U/E.....UTILITY EASEMENT

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C2	39.28	25.00	90.01	N46° 12' 15"W	35.36
C3	256.55	530.00	27.73	N74° 48' 31"E	254.05
C4	228.48	470.00	27.85	S74° 52' 05"W	226.24
C5	168.05	530.00	18.17	N79° 42' 39"E	167.35
C6	152.46	469.76	18.60	S79° 22' 53"W	151.79
C7	171.92	530.00	18.59	S79° 23' 02"W	171.17
C8	149.05	470.00	18.17	N79° 10' 33"E	148.42
C9	257.65	530.41	27.83	S74° 52' 05"W	255.12
C10	227.51	470.00	27.73	N74° 48' 31"E	225.29
C11	39.33	25.00	90.13	S46° 15' 39"E	35.39

ALDERWOOD ESTATES

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

15400 Harvard LLC, an Oklahoma limited liability company, hereinafter together referred to as the "Owner/Developer" is the owner of the following described land in the City of Bixby, Tulsa County, State of Oklahoma, to wit:

ALDERWOOD ESTATES PHASE 1 A SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTH HALF (N/2) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2 W/2 W/2 NE/4); THENCE SOUTH 00°25'22" EAST ALONG THE EASTERLY LINE OF SAID W/2 W/2 W/2 NE/4 FOR A DISTANCE OF 250,00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°40'56" WEST A DISTANCE OF 360,89 FEET; THENCE SOUTH 01°13'39" EAST A DISTANCE OF 412,41 FEET; THENCE SOUTH 88°41'07" WEST A DISTANCE OF 300,81 FEET; THENCE SOUTH 01°14'04" EAST A DISTANCE OF 862,06 FEET; THENCE NORTH 88°42'45" EAST A DISTANCE OF 617,00 FEET; THENCE SOUTH 02°16'04" EAST A DISTANCE OF 15 FEET; THENCE SOUTH 02°36'22" EAST A DISTANCE OF 70,00 FEET; THENCE SOUTH 03° 12'53" EAST A DISTANCE OF 70,04 FEET; THENCE SOUTH 01°42'58" EAST A DISTANCE OF 50 FEET; THENCE SOUTH 01°13'41" EAST A DISTANCE OF 349 FEET; THENCE NORTH 71°18'36" EAST A DISTANCE OF 767 FEET; THENCE NORTH 01°12'41" WEST A DISTANCE OF 113 FEET; THENCE SOUTH 88°47'19" WEST A DISTANCE OF 395 FEET; THENCE NORTH 01°11'50" WEST A DISTANCE OF 125 FEET; THENCE NORTH 45°37'31" WEST A DISTANCE OF 70,00 FEET; THENCE NORTH 01°11'50" WEST A DISTANCE OF 120,00 FEET; THENCE NORTH 88°47'19" EAST A DISTANCE OF 74,53 FEET; THENCE NORTH 01°16'31" WEST A DISTANCE OF 251,78 FEET; THENCE SOUTH 88°40'41" WEST A DISTANCE OF 322,43 FEET; THENCE NORTH 01°13'12" WEST A DISTANCE OF 107,80 FEET TO THE POINT OF BEGINNING,

and has caused the above-described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat and survey (hereinafter the "Plat" and has entitled and designated the subdivision as "Alderwood Estates", a Subdivision in the City of Bixby, Tulsa County, Oklahoma (hereinafter "Alderwood Estates" or the "Subdivision").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as "u/e" or "utility easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Bixby, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping, customary screening fences and walls that do not constitute an obstruction.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the south side perimeter boundary of the subdivision, if located within a general utility easement as depicted on the accompanying plat. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision all supply lines shall be located underground in the general utility easements. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.

2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2,5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have right of access to all general utility easements depicted on the accompanying plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.

4. Lot owners shall be responsible for the protection of the underground service facilities located on their respective lots and each shall prevent the alteration of grade or any construction activity that would interfere with the electric, telephone or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

5. The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the electric, telephone or cable television service and Lot owners agree to be bound hereby.

C. Water, Sanitary Sewer and Storm Sewer Service

1. Lot owners shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on their respective lots and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main or storm sewer.

2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main, sanitary sewer main or storm sewer, or any construction activity which would interfere with public water mains, sanitary sewer mains and storm sewers shall be prohibited.

3. The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public and sewer mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.

4. The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public and sewer mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.

5. The City of Bixby, Oklahoma, and Creek County Rural Water No. 2, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

6. The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Bixby, Oklahoma, and Creek County Rural Water No. 2 or its successors, and Lot owners agree to be bound hereby.

D. Gas Service

1. Lot owners shall be responsible for the protection of gas facilities located on their respective lots.

2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a gas main or any construction activity which would interfere with a gas main shall be prohibited.

3. The supplier of gas service shall be responsible for ordinary maintenance of gas mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.

4. The supplier of gas service shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of gas facilities.

5. Underground gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2,5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.

6. The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of gas service and Lot owners agree to be bound hereby.

E. Stormwater Detention

1. The Owner/Developer does hereby grant and establish a perpetual easement on, over and across Reserve Area A, Area B, Area C, and Reserve Area D (hereinafter referred to as the "Detention Easement Areas") for the purposes of permitting the flow, conveyance, detention and discharge of stormwater runoff from the various lots within the subdivision.

2. Detention and other drainage facilities constructed within the Detention Easement Areas shall be in accordance with standards and specifications approved by the City of Bixby, Oklahoma.

3. Detention and other drainage facilities shall be maintained by the Homeowners' Association (to be formed pursuant to Section III) to the extent necessary to achieve the intended drainage and detention functions including repair of appurtenances and removal of obstructions and siltation. The Homeowners' Association shall provide routine and customary grounds maintenance within the Detention Easement Areas which shall be in accordance with the following standards:

   a. The Detention Easement Areas shall be kept free of litter.

   b. The Detention Easement Areas shall be mowed during the growing season at intervals not exceeding 4 weeks.

   c. In the event the Homeowners' Association should fail to properly maintain the Detention Easement Areas as above provided, the City of Bixby, Oklahoma, or its designated contractor may enter the Detention Easement Areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.

   d. In the event the Homeowners' Association, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, the City of Bixby, Oklahoma may file of record a copy of the statement of costs and thereafter the costs shall be a lien against each residential lot within the subdivision, provided however, the lien against each residential lot shall not exceed 1/115th of the costs.

   e. A lien established as above provided may be foreclosed by the City of Bixby, Oklahoma.

F. Surface Drainage and Lot Grading Restriction

Each Lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots, drainage areas of higher elevation, and public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and/or surface waters over and across his lot. The foregoing covenants set forth in this paragraph F shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

G. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to 151st/ Street South (Highway SH-67) and South Harvard Avenue designated as "Limits of No Access" (L.N.A.) on the accompanying plat. The LNA may be amended or released by the Bixby Planning Commission, or its successor, with the approval of the City of Bixby, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma. The LNA established shall be enforceable by the City of Bixby, Oklahoma.

H. Paving and Landscaping Within Easements

Lot owners affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the easement areas depicted upon the accompanying plat. Provided, however, the City of Bixby, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

I. Reserve Area E, F, G and Reserve Area H

The use of Reserve Area E, F, G and Reserve Area H shall be limited to use as open space, landscaping and is reserved for subsequent conveyance to the Homeowners' Association, as set forth within Section III, to be formed for the purposes of the administration and maintenance of the common areas of the Subdivision.

J. Minimum Building Setbacks and Yards

1. No building or part thereof, except open porches and terraces, shall be located nearer to the right of way of an adjoining public street than the building line depicted on the accompanying plat.

2. No residence shall be built nearer than five (5) feet to any side lot on one side, and five (5) feet on the other side, thus requiring a combined total of at least ten (10) feet between the residence and both side lot lines. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement. Buildings abutting a side street may be constructed up to the fifteen (15) foot building line (except where easements are greater), provided that if the garage abuts the side street, the setback shall be twenty (20) feet.

3. The minimum rear yard shall be twenty (20) feet.

4. No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

5. All buildings must face the most restrictive building line.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

Whereas, Alderwood Estates was submitted as a planned unit development (designated as PUD No.xxxx) as provided within Sections 1100-1107 of Title 42, Bixby Revised Ordinances (Bixby Zoning Code), and

Whereas, PUD No. xxxx was affirmatively recommended by the Bixby Planning Commission on _____ and approved by the City Council of the City of Bixby, Oklahoma, on _____, the implementing Ordinance No. _____ being adopted on _____, and published on _____, and

Whereas, the planned unit development provisions of the Bixby Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Bixby, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development, and

Whereas, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Bixby, Oklahoma,

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Development in Accordance With PUD

Alderwood Estates shall be developed and used in substantial accordance with the restrictions and development standards of PUD No. xxxx approved by the City Council of the City of Bixby, Oklahoma, or in substantial accordance with such modifications or amendments of the restrictions and development standards of PUD No. xxxx as may be subsequently approved.

B. Applicable Ordinance

The development of Alderwood Estates shall be subject to the planned unit development provisions of the Bixby Zoning Code, as such provisions existed on _____.

C. Use

All uses allowed by right in the RS-3 zoning district and specifically single-family residential homes.

D. DEVELOPMENT STANDARDS

1) Development Area 'A' - Commercial

Uses permitted as a matter of right by the city of Bixby zoning code within the CG district.

All bulk and area requirements per CG zoning.

Lot splits to be allowed where meeting bulk area requirements for all lots within Development Area 'A'.

2) Development Area 'B' - Single Family Lots

Permitted uses single family residences and customary accessory uses.

Minimum Lot Frontage: 60 feet, measured at the building line if the lot fronts a cul-de-sac
Minimum Side Yard No residence shall be built nearer than five (5) feet to any side lot on one side, and five (5) feet on the other side, thus requiring a combined total of at least ten (10) feet between the residence and both side lot lines. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement. Buildings abutting a side street may be constructed up to the ten (10) foot building line (except where easements are greater), provided that if the garage abuts the side street, the setback shall be twenty (20) feet.

Other Bulk and Area Requirements As set forth within an RS-3 District

E. Site Plan Review And Compliance With Approved Plans

The approved final Plat of the Subdivision shall constitute the detailed site plan required by the Bixby Zoning Code. The development and use of Alderwood Estates shall be in compliance with the approved building plans and sign plans, as may be later approved by the Bixby Planning Commission or its successor.

F. Definitions

In the event of ambiguity of any word or term set forth in this Section II., the meaning thereof shall be deemed to be defined as set forth within the Bixby Zoning Code as the same existed on _____.

SECTION III. PRIVATE RESTRICTIONS

A. Architectural Committee.

1. Plan Review. No building, fence, wall, or exterior antenna shall be erected, placed or altered (including exterior painting) on any Lot until the plans and specifications have been approved in writing by the Owner/Developer, its authorized representatives or successors, hereinafter referred to as the "Architectural Committee,". For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within thirty (10) days after submission, the plans so submitted shall be deemed approved. The development and use of the subject Lot shall thereafter be in substantial compliance with the approved plans or approved amendments thereto. In the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30thy day following completion thereof, approval of the Architectural Committee shall not be required and this covenant shall be deemed to have been fully complied with.

2. Committee Purpose. The Architectural Committee's purpose is to promote good design and compatibility within the Subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any Lot owner in the Subdivision from prosecuting any legal action relating to improvements within the Subdivision which they would otherwise be entitled to prosecute.

3. Transfer of Duties. The powers and duties of the Architectural Committee shall, on January 1, 2032, be deemed transferred to The Alderwood Estates Homeowners' Association, Inc. (to be established as set forth within Section III hereof), or upon written assignment to said homeowners' association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Association.

B. Use.

The use of the Lots shall be limited to detached single-family residences and customary accessory uses. No more than one residence shall be permitted upon each platted Lot. Lot splits shall be prohibited except as provided by amendment exercised under Section IV (C) herein.

C. Floor Area.

No dwelling on any Lot shall be constructed with less than one thousand six hundred (1,600) square feet of enclosed living area for any one single family unit, exclusive of open porches, garages, or breezeways.

D. Maximum Building Height.

No building shall exceed two stories or thirty five feet in height except as approved by the Architectural Committee.

E. Garages.

Garages shall provide a minimum of two parking spaces for automobiles. All garages shall be attached to the residence. Garages shall be enclosed. Carports are prohibited. Garage doors shall not contain glass. Detached garages may be permitted with Architectural Committee approval.

F. Foundations.

All exposed dwelling foundations and/or stem walls shall be of masonry.

G. Masonry.

The exterior surface of all dwellings, except windows and doors, shall be 100% masonry to the first floor plate line. Provided, however, that the Architectural Committee may waive this restriction.

H. Windows.

Windows of all dwellings shall be vinyl or wood.

I. Roof Pitch.

No dwelling shall have a roof pitch of less than 7/12. Porches and patios shall not have a roof pitch of less than 4/12.

J. Roofing Materials.

Roofing for a dwelling shall be Tamko Heritage 30 year Thunderstorm Grey in color. Provided, however, that if such roofing should not be reasonably available, alternative roofing approved by the Architectural Committee shall be permitted upon determination of the Architectural Committee that the alternative is of equal or superior quality and of a design and color compatible with the roofing material above specified.

K. Driveways.

Driveways shall be concrete or asphalt and require approval of the Architectural Committee prior to construction.

L. Fencing.

Fences shall be constructed of brick, stone, brick and stone, brick and frame, stone and frame, wrought iron and frame and wood privacy. No chain link fences shall be permitted. No fence more than six (6) feet in height shall be permitted on any Lot, except for privacy screening adjacent to patios which may be seven (7) feet in height. Ornamental fences, not exceeding three (3) feet in height, where compatible to the architecture of the residence, may be built forward of the building line shown on the plat.

No fence, except as provided above, shall be erected nearer to the front lot line than the twenty five (25) foot building line or nearer to the side street lot line than the side building line shown on the recorded plat.

M. Seasonal Decorations

All seasonal decorations shall be removed no later than thirty (30) calendar days from the day of the actual holiday.

N. On-site Construction.

No residence or building built off-site shall be moved to or placed on any Lot.

O. Outbuildings.

No trailer, tent, shack, garage, barn or other out-building erected on a Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. This covenant shall not be construed to prohibit the erection and maintenance of servant's quarters to be occupied by regularly employed domestic servants of the owner of the Lot, provided that the rental of any servant's quarters described as "garage apartments" to persons other than domestic servants of the owners of the Lot is hereby prohibited.

P. Swimming Pools.

Above ground swimming pools are prohibited.

Q. Antennas.

No radio or television antennas, placed on any roof of any building erected on any Lot, or any free standing antennas erected on any Lot, shall be permitted at a height exceeding the elevation of the top of the ridge line of the roof of the residence on the Lot. All dish-type or similar satellite receiving antennas on all Lots shall be screened from public view when viewed from the street and shall not exceed 20' in diameter.

R. Lot Maintenance.

No inoperative vehicle or machinery shall be stored on any Lot. Each Lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

S. Recreational Vehicles.

Boats, trailers, campers and other recreational vehicular equipment shall not be stored on any Lot, for more than twenty four (24) hours, except within an enclosed garage.

T. Non-recreational trailers, machinery and equipment

No non-recreational trailers, machinery or equipment shall be stored, placed or parked on any Lot, except within an enclosed garage, or on any street within the Subdivision; provided however, nothing herein shall prohibit the parking of vehicles, machinery and equipment when being utilized in connection with construction services pertaining to a residence.

U. Garbage Receptacles.

No exposed garbage can, trash can, trash burning apparatus or structure, shall be placed on any Lot or any Reserve Area.;

V. Animals.

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that dogs, cats and other household pets may be kept provided that they are not used for commercial purposes.

W. Noxious Activity.

No noxious or offensive trade or activity shall be carried out upon any Lot or upon any Reserve Area. Nor shall anything be done thereon that may be or may become an annoyance or nuisance to the Subdivision.

X. Signage.

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than 6 square feet advertising the sale or rental of the real property thereon.

Y. Materials and Storage.

No Lot shall be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction and the construction shall be completed within nine (9) months thereafter. Each Lot shall be maintained in a neat and orderly condition during construction.

Z. Garage Sales/Yard Sales.

Garage sales/yard sales shall not be permitted in the Subdivision.

AA. Basketball Goals.

No basketball goal or structure shall be permitted in any of the street rights of way.

BB. Inoperative Vehicles.

No inoperative vehicle or machinery shall be stored on any Lot. Each Lot shall be maintained free of rubbish, trash, or other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed an association of the owners of the Lots within Alderwood Estates (hereinafter referred to as the "Homeowners' Association") to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas, including but without limitation the storm water detention facilities and reserve areas, and enhancing the value, desirability and attractiveness of Alderwood Estates.

B. Membership

Every person or entity who is a record owner of the fee interest of a Lot shall be a member of the Homeowners' Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

C. Assessment

Each record owner of a Lot shall be subject to assessment by the Homeowners' Association for the purposes of improvement and maintenance of the storm water detention facilities, reserve areas and other common areas.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Public Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I. whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Bixby, Oklahoma. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the Bixby Zoning Code and shall inure to the benefit of and shall be enforceable by the City of Bixby, Oklahoma, any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Bixby, any owner of a Lot or the Homeowners' Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. The covenants contained in Section III. Private Restrictions and Section IV., Homeowners' Association shall inure to the benefit of any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III it shall be lawful for any owner of a Lot or the Homeowners' Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought to enforce the covenants established within this Deed of Dedication, the defense that the party initiating the equitable proceeding has an adequate remedy at law, is hereby waived. In any judicial action brought by any owner of a Lot or the Association, which action seeks to enforce the covenants contained in Section IV and/or to recover damages for the breach thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs and expenses incurred in such action.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual, but in any event shall be in force and effect for a term of not less than twenty (20) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment

The covenants contained within Section I. Public Streets, Easements and Utilities, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the City of Bixby, Oklahoma, or its successors. . The covenants contained within Section II. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Bixby Planning Commission, or its successors. Notwithstanding the foregoing the covenants contained within Section III. shall be deemed amended (without necessity of execution of an amending document) upon approval of a minor amendment to PUD No. xxxx by the Bixby Planning Commission or its successors and recording of a certified copy of the minutes of the Bixby Planning Commission or its successors with the Tulsa County Clerk. The covenants and restrictions contained within Section III. Private Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot, or alternatively the covenants and restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of 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 one (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/Developer shall prevail during its ownership of at least one (1) Lot. The covenants and restrictions contained within Section IV. Homeowners' Association may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot, or alternatively the covenants and restrictions may be amended or terminated at any time by a majority vote of the members of the Homeowner' Association as evidenced by written instrument signed and acknowledged by the president of the Homeowners' Association. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer during its ownership of at least one (1) Lot and any amendment or termination evidenced by an instrument properly executed by the president of the Homeowners' Association, the instrument executed by the Owner/Developer shall prevail during its ownership of at least one (1) Lot. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date, it is properly recorded. No amendment or termination of a covenant or restriction shall be drafted as to affect a specific Lot(s) except as provided herein under Section II (B), Use.

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, 15400 Harvard LLC, an Oklahoma limited liability company, has executed this instrument this ____ day of _____ 2022.

15400 Harvard LLC,
an Oklahoma limited liability company

Angie Marshall, Manager/Member

STATE OF OKLAHOMA
COUNTY OF TULSA

This instrument was acknowledged before me on this ____ day of _____, 2022 by Angie Marshall as Manager of 15400 Harvard LLC, an Oklahoma limited liability company.

Notary Public

My commission expires:
My commission number is:

CERTIFICATE OF SURVEY

I, A.B. Watson Jr., a Registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Alderwood Estates", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying.

A.B. Watson Jr.,
Registered Professional Land Surveyor
Oklahoma No.1057

STATE OF OKLAHOMA
COUNTY OF TULSA

The foregoing Certificate of Survey was acknowledged before me on this ___ day of _____, 2022, by A.B. Watson Jr., as a registered professional land surveyor.

Notary Public

My commission expires:
My commission number is:

111 North Cabaniss
P.O. Box 70
Bixby, OK 74008
T: 918.366.4430
www.bixbyok.gov

November 6, 2025

To: Gladys Gill, Development Services
From: Gwen Plante, on behalf of Bixby Public Works, Engineering

Reference: Alderwood Estates | Preliminary Plat

Gladys,

See the following comments provided by our Engineering Department on Alderwood Estates for the Preliminary Plat:

This review includes only engineering items. Items under Development Services purview – such as the Comprehensive Plan, Zoning Code, or Subdivision Regulations – were not part of this review.

The Preliminary Plat comments as follows:

1) Final PFPI plan review and approval recommendation provided in August 2025.
2) However, Engineering Plan not provided as per Bixby Code 12-4-4 to allow verification of right-of-way and easement corridors.
3) Submittal of Engineering Plan overlay on proposed Plat for review and verification of utility locations and proposed right-of-way/easement corridors in the formal Plat should be required.

Please let me know if you have any questions.
-Gwen

Preliminary Plat

ALDERWOOD ESTATES

A SUBDIVISION TO THE
CITY OF BIXBY, TULSA COUNTY, OKLAHOMA
BEING A PART OF THE NW/4 AND THE NE/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 13 EAST
OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA
222 LOTS, 9 BLOCKS, 7 RESERVES

Land Summary

BARA ACRES, A SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTH HALF (N/2) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2 W/2 W/2 NE/4); THENCE SOUTH 00°25'22" EAST ALONG THE EASTERLY LINE OF SAID W/2 W/2 W/2 NE/4 FOR A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°25'22" EAST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 1074.47 FEET TO A POINT; SAID POINT BEING THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (E/2 NW/4 SW/4 NE/4); THENCE NORTH 89°29'56" EAST ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) FOR A DISTANCE OF 992.14 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (NE/4 SW/4 NE/4); THENCE SOUTH 00°23'43" EAST ALONG THE EASTERLY LINE OF SAID NE/4 SW/4 NE/4 FOR A DISTANCE OF 331.13 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (S/2 N/2 SE/4 NE/4); THENCE NORTH 89°29'59" EAST ALONG THE NORTHERLY LINE OF S/2 N/2 SE/4 NE/4 FOR A DISTANCE OF 1322.63 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID S/2 N/2 SE/4 NE/4; THENCE SOUTH 00°21'31" EAST ALONG THE EASTERLY LINE OF THE S/2 N/2 SE/4 NE/4 FOR A DISTANCE OF 331.14 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE S/2 N/2 SE/4 NE/4; THENCE SOUTH 89°30'00" WEST ALONG THE SOUTHERLY LINE OF THE S/2 N/2 SE/4 NE/4 FOR A DISTANCE OF 1322.42 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE S/2 NE/4 SE/4 NE/4; THENCE SOUTH 00°23'43" EAST ALONG THE EASTERLY LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (S2 SW/4 NE/4) FOR A DISTANCE OF 662.26 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID N/2 OF SECTION 20; THENCE SOUTH 89°30'05" WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 1652.50 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER (E/2 E/2 E/2 NW/4); THENCE NORTH 00°26'28" WEST ALONG THE WESTERLY LINE OF SAID E/2 E/2 E/2 NW/4 FOR A DISTANCE OF 1986.68 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (E/2 NE/4 NE/4 NW/4); THENCE NORTH 89°29'51" EAST ALONG THE SOUTHERLY LINE OF SAID E/2 NE/4 NE/4 NW/4 FOR A DISTANCE OF 300.82 FEET TO A POINT, SAID POINT BEING 30.00 FEET WESTERLY OF THE EASTERLY LINE OF THE NORTHWEST QUARTER (NW/4); THENCE NORTH 0°25'55" WEST AND PARALLEL WITH SAID EASTERLY LINE FOR A DISTANCE OF 412.23 FEET TO A POINT, SAID POINT BEING 250.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID SECTION; THENCE NORTH 89°29'47" EAST AND PARALLEL WITH SAID NORTHERLY LINE, FOR A DISTANCE OF 360.88 FEET TO THE POINT OF BEGINNING.

Basis of Bearings

THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA
N 88°40'56" E (PER THIS SURVEY)

ADS Benchmark

AERIAL DATA SERVICE MONUMENT: TUL2
3" ALUMINUM CAP-FLUSH-STAMPED "TUL2", SET S.E. OF 151ST ST. AND HARVARD AVE. THE STATION IS 2.0' NORTH OF CARSONITE WITNESS POST.

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS TWO-HUNDRED TWENTY-THREE (223) LOTS IN NINE (9) BLOCKS AND SEVEN (7) RESERVE AREAS
73.79 ACRES (3,214,198 SQUARE FEET)

CERTIFICATE OF APPROVAL

CITY PLANNING COMMISSION APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BIXBY PLANNING COMMISSION ON _____.

_____.
CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BIXBY CITY COUNCIL ON _____.

_____.
MAYOR OR VICE MAYOR

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BIXBY CITY COUNCIL ON _____.

_____.
CITY MANAGER

UTILITY CONTACTS

WATER
CREEK COUNTY RWD #2
2425 W. 121st St. S.
Jenks, OK 74037
918-299-4448

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

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

SEWER
CITY OF BIXBY
116 W NEEDLES, P.O. BOX 70
BIXBY, OK 74008
918-366-4430

AT&T
800-464-7928

FLOODPLAIN

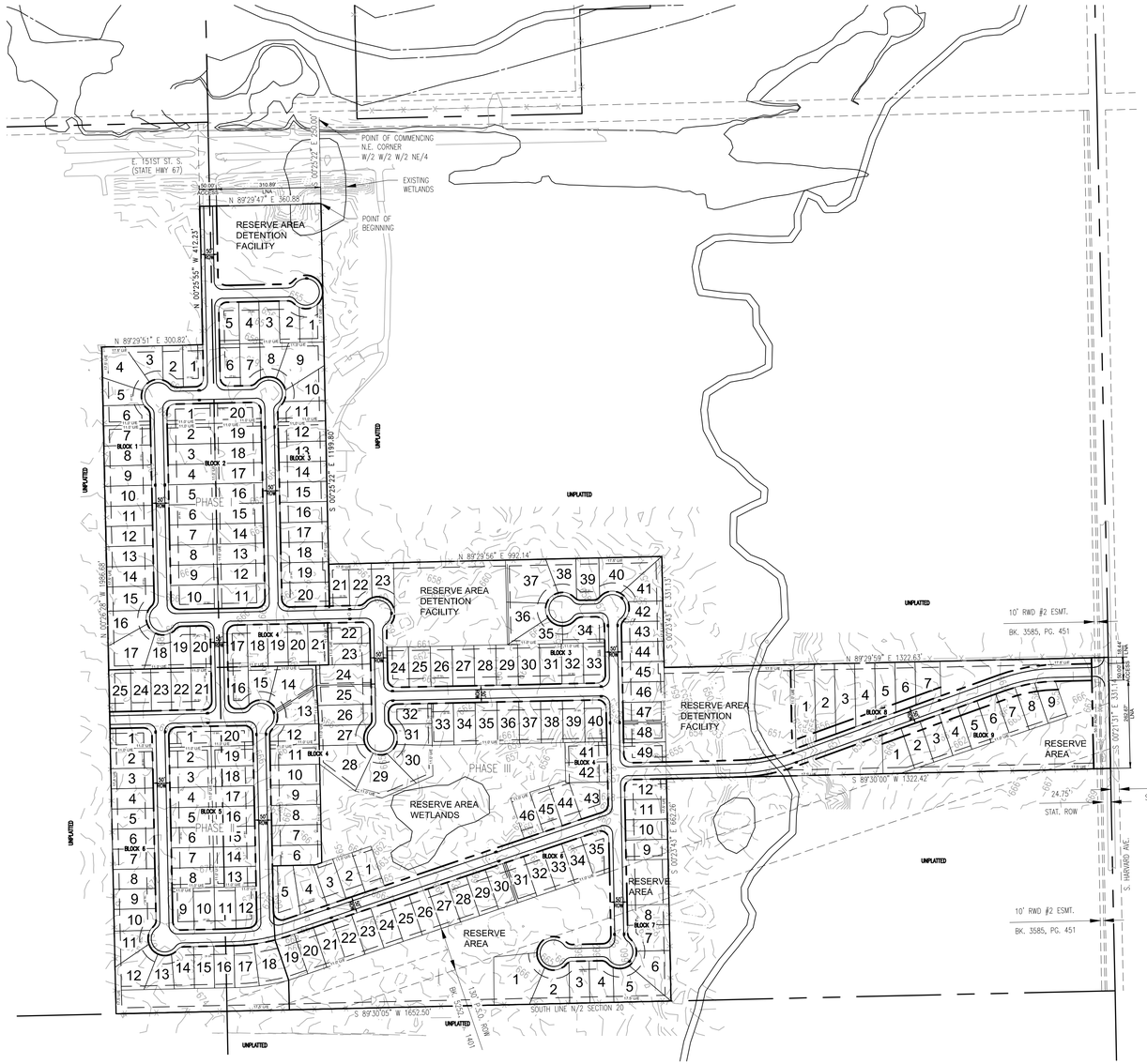
PORTIONS OF THE PROPERTY ARE LOCATED WITHIN ZONE X (AREA OF MINIMAL FLOOD HAZARD) AND ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD) AS SHOWN ON FIRM PANEL 40143C0429L DATED 10/16/2012

Owner / Developer

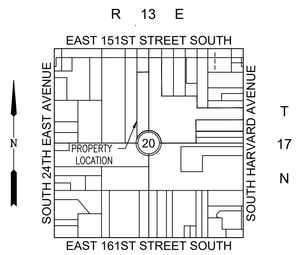
15400 HARVARD, L.L.C.
8086 S. YALE AVENUE
TULSA, OK. 74136

Engineer/Surveyor

THE SCHEMMER ASSOCIATES, LLC
10820 EAST 45TH ST. SUITE 307
TULSA, OK 74146
PHONE: (918) 394-1500
FAX: (918) 369-6876
C.A. #5964 EXPIRES JUNE 30, 2023
BWATSON@SCHEMMER.COM



R 13 E



Location Map
SCALE: 1"=2000'

Scale: 1"=200'
0 100 200 400

Legend

B/L ..... BUILDING LINE
LNA ..... LIMITS OF NO ACCESS
ACC ..... LIMITS OF ACCESS
FL/E ..... FENCE & LANDSCAPE EASEMENT
U/E ..... UTILITY EASEMENT

COUNTY CLERK STAMP

COUNTY TREASURER STAMP

Preliminary Plat

ALDERWOOD ESTATES

A SUBDIVISION TO THE
CITY OF BIXBY, TULSA COUNTY, OKLAHOMA
BEING A PART OF THE NW/4 AND THE NE/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 13 EAST
OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA
222 LOTS, 9 BLOCKS, 7 RESERVES

Owner / Developer

15400 HARVARD, L.L.C.
8086 S. YALE AVENUE
TULSA, OK. 74136

Engineer/Surveyor

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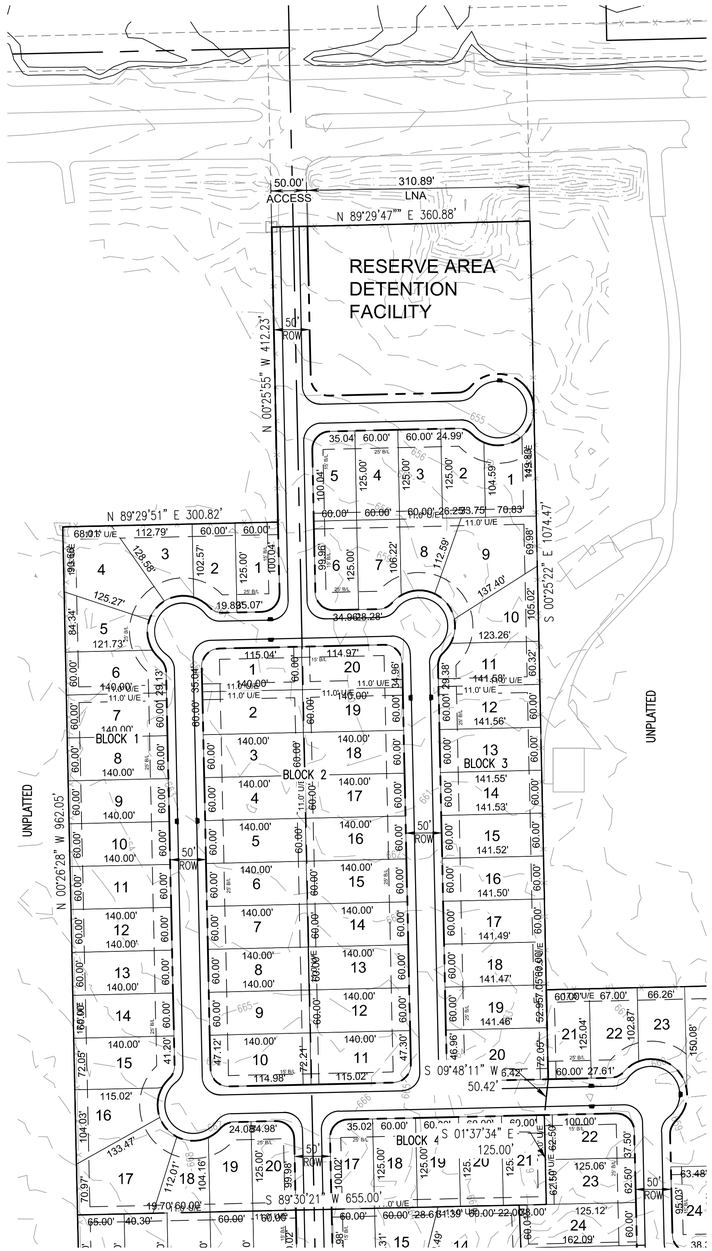
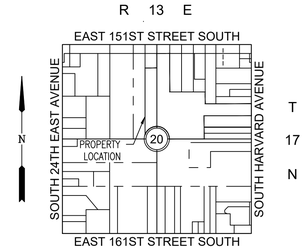


PHASE 1 LOT SUMMARY

BLOCK	LOTS
1	20
2	20
3	20
4	5



Location Map
SCALE: 1"=2000'

Scale: 1"=100'
0 50 100 200

Legend

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
ACC	LIMITS OF ACCESS
FL/E	FENCE & LANDSCAPE EASEMENT
U/E	UTILITY EASEMENT

Preliminary Plat

ALDERWOOD ESTATES

A SUBDIVISION TO THE
CITY OF BIXBY, TULSA COUNTY, OKLAHOMA
BEING A PART OF THE NW/4 AND THE NE/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 13 EAST
OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA
222 LOTS, 9 BLOCKS, 7 RESERVES

Owner / Developer

15400 HARVARD, L.L.C.
8086 S. YALE AVENUE
TULSA, OK. 74136

Engineer/Surveyor

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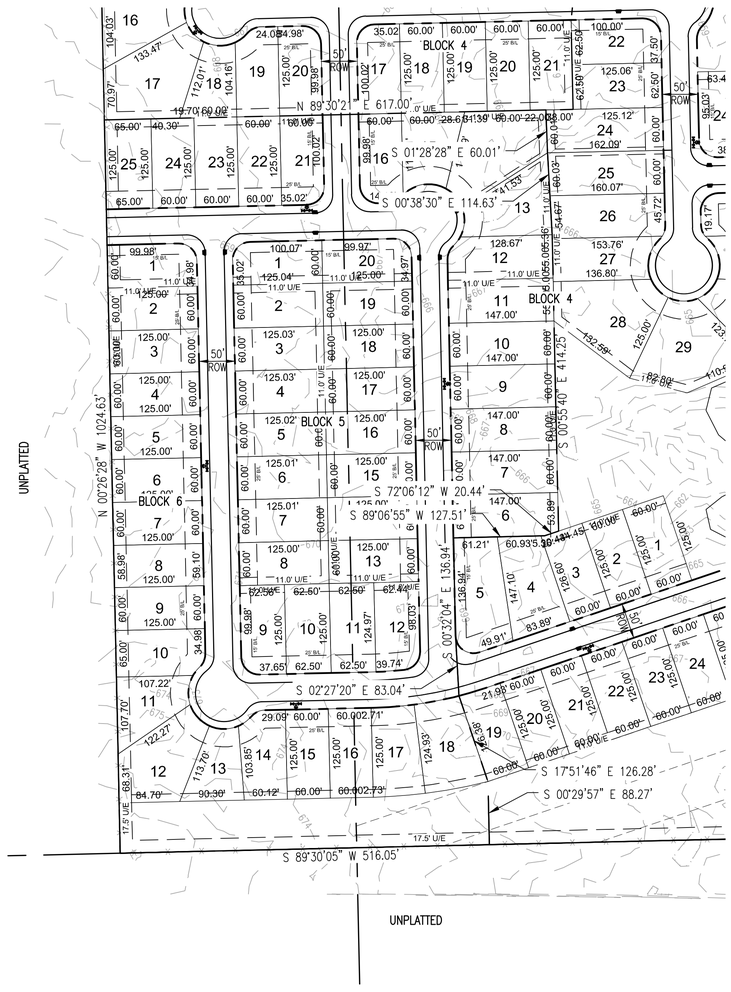
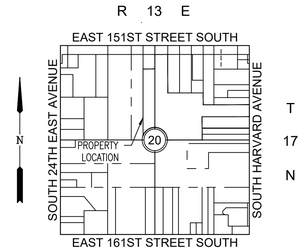
PHONE: (918) 394-1500
FAX: (918) 369-6876
C.A. #5964 EXPIRES JUNE 30, 2023
BWATSON@SCHEMMER.COM

PHASE 2 LOT SUMMARY	
BLOCK	LOTS
1	5
4	11
5	20
6	18





Location Map
SCALE: 1"=2000'

N

Scale: 1"=100'
0 50 100 200

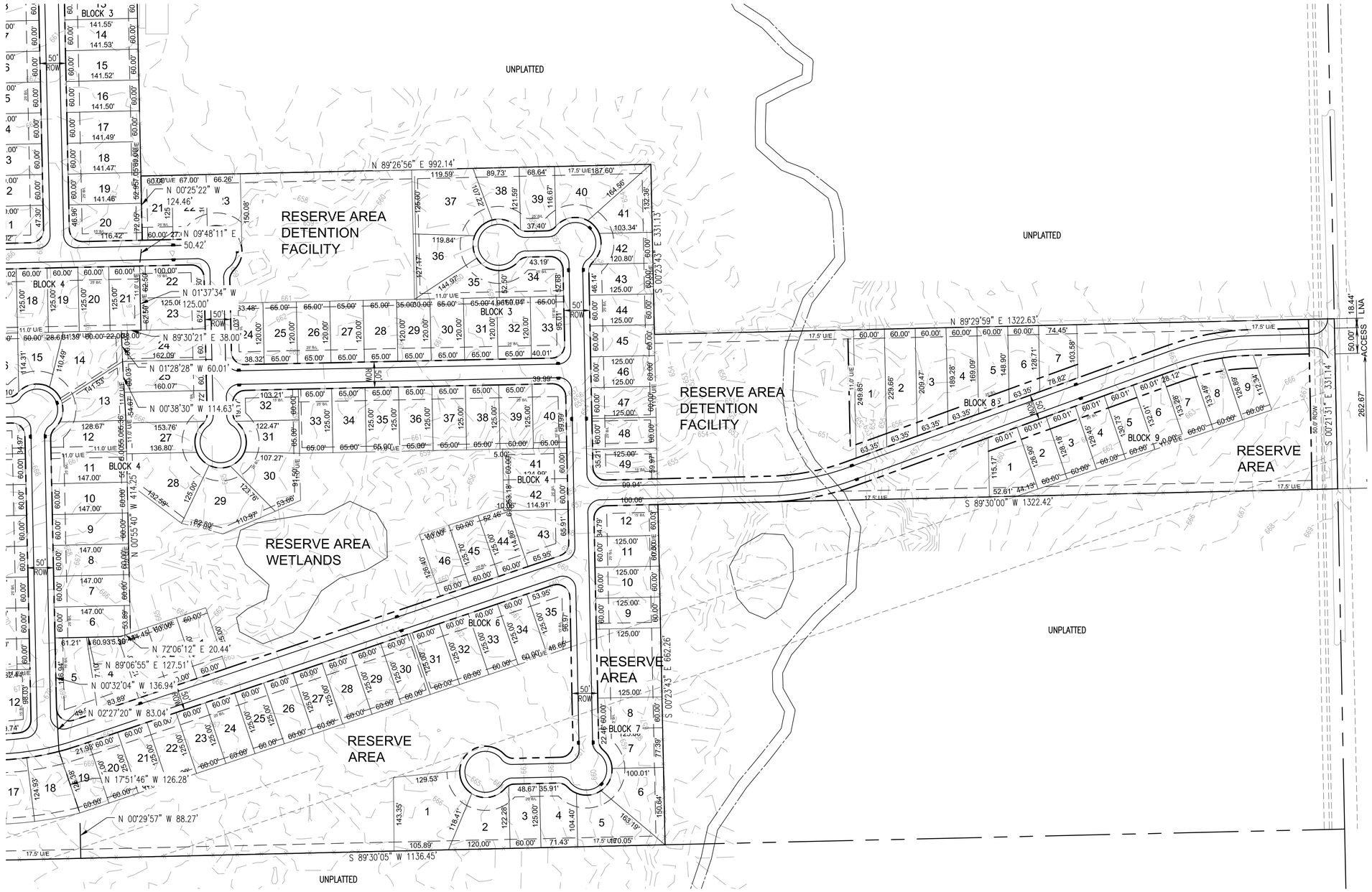
Legend

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
ACC	LIMITS OF ACCESS
FL/E	FENCE & LANDSCAPE EASEMENT
U/E	UTILITY EASEMENT

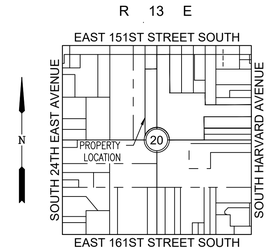
Preliminary Plat

ALDERWOOD ESTATES

A SUBDIVISION TO THE
CITY OF BIXBY, TULSA COUNTY, OKLAHOMA
BEING A PART OF THE NW/4 AND THE NE/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 13 EAST
OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA
222 LOTS, 9 BLOCKS, 7 RESERVES



R 13 E



T 17 N

Location Map

SCALE: 1"=2000'

Scale: 1"=100'

0 50 100 200

Legend

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
ACC	LIMITS OF ACCESS
FL/E	FENCE & LANDSCAPE EASEMENT
U/E	UTILITY EASEMENT

Owner / Developer

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C.A. #5964 EXPIRES JUNE 30, 2023
BWATSON@SCHEMMER.COM

PHASE 3 LOT SUMMARY

BLOCK	LOTS
3	29
4	30
6	17
7	12
8	7
9	9

ALDERWOOD ESTATES

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

15400 Harvard LLC, an Oklahoma limited liability company, hereinafter together referred to as the "Owner/Developer" is the owner of the following described land in the City of Bixby, Tulsa County, State of Oklahoma, to wit:

ALDERWOOD ESTATES, A SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:
A TRACT OF LAND THAT IS PART OF THE NORTH HALF (N/2) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2 W/2 W/2 NE/4); THENCE SOUTH 00°25'22" EAST ALONG THE EASTERLY LINE OF SAID W/2 W/2 W/2 NE/4 FOR A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°25'22" EAST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 1074.47 FEET TO A POINT; SAID POINT BEING THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (E/2 NW/4 SW/4 NE/4); THENCE NORTH 89°29'56" EAST ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) FOR A DISTANCE OF 992.14 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (NE/4 SW/4 NE/4); THENCE SOUTH 00°23'43" EAST ALONG THE EASTERLY LINE OF SAID NE/4 SW/4 NE/4 FOR A DISTANCE OF 331.13 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (S/2 N/2 SE/4 NE/4); THENCE NORTH 89°29'59" EAST ALONG THE NORTHERLY LINE OF S/2 N/2 SE/4 NE/4 FOR A DISTANCE OF 1322.63 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID S/2 N/2 SE/4 NE/4; THENCE SOUTH 00°21'31" EAST ALONG THE EASTERLY LINE OF THE S/2 N/2 SE/4 NE/4 FOR A DISTANCE OF 331.14 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE S/2 N/2 SE/4 NE/4; THENCE SOUTH 89°30'00" WEST ALONG THE SOUTHERLY LINE OF THE S/2 N/2 SE/4 NE/4 FOR A DISTANCE OF 1322.42 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE S/2 NE/4 SE/4 NE/4; THENCE SOUTH 00°23'43" EAST ALONG THE EASTERLY LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (S/2 SW/4 NE/4) FOR A DISTANCE OF 662.26 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID N/2 OF SECTION 20; THENCE SOUTH 89°30'05" WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 1652.50 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER (E/2 E/2 E/2 NW/4); THENCE NORTH 00°26'28" WEST ALONG THE WESTERLY LINE OF SAID E/2 E/2 E/2 NW/4 FOR A DISTANCE OF 1986.68 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (E/2 NE/4 NE/4 NW/4); THENCE NORTH 89°29'51" EAST ALONG THE SOUTHERLY LINE OF SAID E/2 NE/4 NE/4 NW/4 FOR A DISTANCE OF 300.82 FEET TO A POINT, SAID POINT BEING 30.00 FEET WESTERLY OF THE EASTERLY LINE OF THE NORTHWEST QUARTER (NW/4); THENCE NORTH 0°25'55" WEST AND PARALLEL WITH SAID EASTERLY LINE FOR A DISTANCE OF 412.23 FEET TO A POINT, SAID POINT BEING 250.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID SECTION; THENCE NORTH 89°29'47" EAST AND PARALLEL WITH SAID NORTHERLY LINE, FOR A DISTANCE OF 360.88 FEET TO THE POINT OF BEGINNING.

and has caused the above-described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat and survey (hereinafter the "Plat" and has entitled and designated the subdivision as "Alderwood Estates", a Subdivision in the City of Bixby, Tulsa County, Oklahoma (hereinafter "Alderwood Estates" or the "Subdivision").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as "u/e" or "utility easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Bixby, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping, customary screening fences and walls that do not constitute an obstruction.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the south side perimeter boundary of the subdivision, if located within a general utility easement as depicted on the accompanying plat. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision all supply lines shall be located underground in the general utility easements. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.

2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have right of access to all general utility easements depicted on the accompanying plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.

4. Lot owners shall be responsible for the protection of the underground service facilities located on their respective lots and each shall prevent the alteration of grade or any construction activity that would interfere with the electric, telephone or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

5. The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the electric, telephone or cable television service and Lot owners agree to be bound hereby.

C. Water, Sanitary Sewer and Storm Sewer Service

1. Lot owners shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on their respective lots and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main or storm sewer.

2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main, sanitary sewer main or storm sewer, or any construction activity which would interfere with public water mains, sanitary sewer mains and storm sewers shall be prohibited.

3. The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public and sewer mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.

4. The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public and sewer mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.

5. The City of Bixby, Oklahoma, and Creek County Rural Water No. 2, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

6. The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Bixby, Oklahoma, and Creek County Rural Water No. 2 or its successors, and Lot owners agree to be bound hereby.

D. Gas Service

1. Lot owners shall be responsible for the protection of gas facilities located on their respective lots.

2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a gas main or any construction activity which would interfere with a gas main shall be prohibited.

3. The supplier of gas service shall be responsible for ordinary maintenance of gas mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.

4. The supplier of gas service shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of gas facilities.

5. Underground gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.

6. The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of gas service and Lot owners agree to be bound hereby.

E. Stormwater Detention

1. The Owner/Developer does hereby grant and establish a perpetual easement on, over and across Reserve Area A, Area B, Area C, and Reserve Area D (hereinafter referred to as the "Detention Easement Areas") for the purposes of permitting the flow, conveyance, detention and discharge of stormwater runoff from the various lots within the subdivision.

2. Detention and other drainage facilities constructed within the Detention Easement Areas shall be in accordance with standards and specifications approved by the City of Bixby, Oklahoma.

3. Detention and other drainage facilities shall be maintained by the Homeowners' Association (to be formed pursuant to Section III) to the extent necessary to achieve the intended drainage and detention functions including repair of appurtenances and removal of obstructions and siltation. The Homeowners' Association shall provide routine and customary grounds maintenance within the Detention Easement Areas which shall be in accordance with the following standards:

   a. The Detention Easement Areas shall be kept free of litter.

   b. The Detention Easement Areas shall be mowed during the growing season at intervals not exceeding 4 weeks.

   c. In the event the Homeowners' Association should fail to properly maintain the Detention Easement Areas as above provided, the City of Bixby, Oklahoma, or its designated contractor may enter the Detention Easement Areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.

   d. In the event the Homeowners' Association, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, the City of Bixby, Oklahoma may file of record a copy of the statement of costs and thereafter the costs shall be a lien against each residential lot within the subdivision, provided however, the lien against each residential lot shall not exceed 1/115th of the costs.

   e. A lien established as above provided may be foreclosed by the City of Bixby, Oklahoma.

F. Surface Drainage and Lot Grading Restriction

Each Lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots, drainage areas of higher elevation, and public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and/or surface waters over and across his lot. The foregoing covenants set forth in this paragraph F shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

G. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to 151st/ Street South (Highway SH-67) and South Harvard Avenue designated as "Limits of No Access" (L.N.A.) on the accompanying plat. The LNA may be amended or released by the Bixby Planning Commission, or its successor, with the approval of the City of Bixby, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma. The LNA established shall be enforceable by the City of Bixby, Oklahoma.

H. Paving and Landscaping Within Easements

Lot owners affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the easement areas depicted upon the accompanying plat. Provided, however, the City of Bixby, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

I. Reserve Area E, F, G and Reserve Area H

The use of Reserve Area E, F, G and Reserve Area H shall be limited to use as open space, landscaping and is reserved for subsequent conveyance to the Homeowners' Association, as set forth within Section III, to be formed for the purposes of the administration and maintenance of the common areas of the Subdivision.

J. Minimum Building Setbacks and Yards

1. No building or part thereof, except open porches and terraces, shall be located nearer to the right of way of an adjoining public street than the building line depicted on the accompanying plat.

2. No residence shall be built nearer than five (5) feet to any side lot on one side, and five (5) feet on the other side, thus requiring a combined total of at least ten (10) feet between the residence and both side lot lines. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement. Buildings abutting a side street may be constructed up to the fifteen (15) foot building line (except where easements are greater), provided that if the garage abuts the side street, the setback shall be twenty (20) feet.

3. The minimum rear yard shall be twenty (20) feet.

4. No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

5. All buildings must face the most restrictive building line.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

Whereas, Alderwood Estates was submitted as a planned unit development (designated as PUD No.xxxx) as provided within Sections 1100-1107 of Title 42, Bixby Revised Ordinances (Bixby Zoning Code), and

Whereas, PUD No. xxxx was affirmatively recommended by the Bixby Planning Commission on _____, and approved by the City Council of the City of Bixby, Oklahoma, on _____, the implementing Ordinance No. _____ being adopted on _____, and published on _____, and

Whereas, the planned unit development provisions of the Bixby Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Bixby, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development, and

Whereas, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Bixby, Oklahoma.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Development in Accordance With PUD

Alderwood Estates shall be developed and used in substantial accordance with the restrictions and development standards of PUD No. xxxx approved by the City Council of the City of Bixby, Oklahoma, or in substantial accordance with such modifications or amendments of the restrictions and development standards of PUD No. xxxx as may be subsequently approved.

B. Applicable Ordinance

The development of Alderwood Estates shall be subject to the planned unit development provisions of the Bixby Zoning Code, as such provisions existed on _____.

C. Use

All uses allowed by right in the RS-3 zoning district and specifically single-family residential homes.

D. DEVELOPMENT STANDARDS

1) Development Area - Single Family Lots

Permitted uses single family residences and customary accessory uses.

Minimum Lot Frontage: 60 feet, measured at the building line if the lot fronts a cul-de-sac
Minimum Side Yard No residence shall be built nearer than five (5) feet to any side lot on one side, and five (5) feet on the other side, thus requiring a combined total of at least ten (10) feet between the residence and both side lot lines. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement. Buildings abutting a side street may be constructed up to the ten (10) foot building line (except where easements are greater), provided that if the garage abuts the side street, the setback shall be twenty (20) feet.

Other Bulk and Area Requirements As set forth within an RS-3 District

E. Site Plan Review And Compliance With Approved Plans

The approved final Plat of the Subdivision shall constitute the detailed site plan required by the Bixby Zoning Code. The development and use of Alderwood Estates shall be in compliance with the approved building plans and sign plans, as may be later approved by the Bixby Planning Commission or its successor.

F. Definitions

In the event of ambiguity of any word or term set forth in this Section II., the meaning thereof shall be deemed to be defined as set forth within the Bixby Zoning Code as the same existed on _____.

SECTION III. PRIVATE RESTRICTIONS

A. Architectural Committee.

1. Plan Review. No building, fence, wall, or exterior antenna shall be erected, placed or altered (including exterior painting) on any Lot until the plans and specifications have been approved in writing by the Owner/Developer, its authorized representatives or successors, hereinafter referred to as the "Architectural Committee." For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within ten (10) days after submission, the plans so submitted shall be deemed approved. The development and use of the subject Lot shall thereafter be in substantial compliance with the approved plans or approved amendments thereto. In the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th/ day following completion thereof, approval of the Architectural Committee shall not be required and this covenant shall be deemed to have been fully complied with.

2. Committee Purpose. The Architectural Committee's purpose is to promote good design and compatibility within the Subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any Lot owner in the Subdivision from prosecuting any legal action relating to improvements within the Subdivision which they would otherwise be entitled to prosecute.

3. Transfer of Duties. The powers and duties of the Architectural Committee shall, on January 1, 2032, be deemed transferred to The Alderwood Estates Homeowners' Association, Inc. (to be established as set forth within Section III hereof), or upon written assignment to said homeowners' association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Association.

B. Use.

The use of the Lots shall be limited to detached single-family residences and customary accessory uses. No more than one residence shall be permitted upon each platted Lot. Lot splits shall be prohibited except as provided by amendment exercised under Section IV.(C) herein.

C. Floor Area.

No dwelling on any Lot shall be constructed with less than one thousand six hundred (1,600) square feet of enclosed living area for any one single family unit, exclusive of open porches, garages, or breezeways.

D. Maximum Building Height.

No building shall exceed two stories or thirty five feet in height except as approved by the Architectural Committee.

E. Garages.

Garages shall provide a minimum of two parking spaces for automobiles. All garages shall be attached to the residence. Garages shall be enclosed. Carports are prohibited. Garage doors shall not contain glass. Detached garages may be permitted with Architectural Committee approval.

F. Foundations.

All exposed dwelling foundations and/or stem walls shall be of masonry.

G. Masonry.

The exterior surface of all dwellings, except windows and doors, shall be 100% masonry to the first floor plate line. Provided, however, that the Architectural Committee may waive this restriction.

H. Windows.

Windows of all dwellings shall be vinyl or wood.

I. Roof Pitch.

No dwelling shall have a roof pitch of less than 7/12. Porches and patios shall not have a roof pitch of less than 4/12.

J. Roofing Materials.

Roofing for a dwelling shall be Tamko Heritage 30 year Thunderstorm Grey in color. Provided, however, that if such roofing should not be reasonably available, alternative roofing approved by the Architectural Committee shall be permitted upon determination of the Architectural Committee that the alternative is of equal or superior quality and of a design and color compatible with the roofing material above specified.

K. Driveways.

Driveways shall be concrete or asphalt and require approval of the Architectural Committee prior to construction.

L. Fencing.

Fences shall be constructed of brick, stone, brick and stone, brick and frame, stone and frame, wrought iron and frame and wood privacy. No chain link fences shall be permitted. No fence more than six (6) feet in height shall be permitted on any Lot, except for privacy screening adjacent to patios which may be seven (7) feet in height. Ornamental fences, not exceeding three (3) feet in height, where compatible to the architecture of the residence, may be built forward of the building line shown on the plat.

No fence, except as provided above, shall be erected nearer to the front lot line than the twenty five (25) foot building line or nearer to the side street lot line than the side building line shown on the recorded plat.

M. Seasonal Decorations

All seasonal decorations shall be removed no later than thirty (30) calendar days from the day of the actual holiday.

N. On-site Construction.

No residence or building built off-site shall be moved to or placed on any Lot.

O. Outbuildings.

No trailer, tent, shack, garage, barn or other out-building erected on a Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. This covenant shall not be construed to prohibit the erection and maintenance of servant's quarters to be occupied by regularly employed domestic servants of the owner of the Lot, provided that the rental of any servant's quarters described as "garage apartments" to persons other than domestic servants of the owners of the Lot is hereby prohibited.

P. Swimming Pools.

Above ground swimming pools are prohibited.

Q. Antennas.

No radio or television antennas, placed on any roof of any building erected on any Lot, or any free standing antennas erected on any Lot, shall be permitted at a height exceeding the elevation of the top of the ridge line of the roof of the residence on the Lot. All dish-type or similar satellite receiving antennas on all Lots shall be screened from public view when viewed from the street and shall not exceed 20" in diameter.

R. Lot Maintenance.

No inoperative vehicle or machinery shall be stored on any Lot. Each Lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

S. Recreational Vehicles.

Boats, trailers, campers and other recreational vehicular equipment shall not be stored on any Lot, for more than twenty four (24) hours, except within an enclosed garage.

T. Non-recreational trailers, machinery and equipment

No non-recreational trailers, machinery or equipment shall be stored, placed or parked on any Lot, except within an enclosed garage, or on any street within the Subdivision; provided however, nothing herein shall prohibit the parking of vehicles, machinery and equipment when being utilized in connection with construction services pertaining to a residence.

U. Garbage Receptacles.

No exposed garbage can, trash can, trash burning apparatus or structure, shall be placed on any Lot or any Reserve Area.;

V. Animals.

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that dogs, cats and other household pets may be kept provided that they are not used for commercial purposes.

W. Noxious Activity.

No noxious or offensive trade or activity shall be carried out upon any Lot or upon any Reserve Area. Nor shall anything be done thereon that may be or may become an annoyance or nuisance to the Subdivision.

X. Signage.

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than 6 square feet advertising the sale or rental of the real property thereon.

Y. Materials and Storage.

No Lot shall be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction and the construction shall be completed within nine (9) months thereafter. Each Lot shall be maintained in a neat and orderly condition during construction.

Z. Garage Sales/Yard Sales.

Garage sales/yard sales shall not be permitted in the Subdivision.

AA. Basketball Goals.

No basketball goal or structure shall be permitted in any of the street rights of way.

BB. Inoperative Vehicles.

No inoperative vehicle or machinery shall be stored on any Lot. Each Lot shall be maintained free of rubbish, trash, or other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed an association of the owners of the Lots within Alderwood Estates (hereinafter referred to as the "Homeowners' Association") to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas, including but without limitation the storm water detention facilities and reserve areas, and enhancing the value, desirability and attractiveness of Alderwood Estates.

B. Membership

Every person or entity who is a record owner of the fee interest of a Lot shall be a member of the Homeowners' Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

C. Assessment

Each record owner of a Lot shall be subject to assessment by the Homeowners' Association for the purposes of improvement and maintenance of the storm water detention facilities, reserve areas and other common areas.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Public Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I. whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Bixby, Oklahoma. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the Bixby Zoning Code and shall inure to the benefit of and shall be enforceable by the City of Bixby, Oklahoma, any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Bixby, any owner of a Lot or the Homeowners' Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. The covenants contained in Section III. Private Restrictions and Section IV. Homeowners' Association shall inure to the benefit of any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III it shall be lawful for any owner of a Lot or the Homeowners' Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought to enforce the covenants established within this Deed of Dedication, the defense that the party initiating the equitable proceeding has an adequate remedy at law, is hereby waived. In any judicial action brought by any owner of a Lot or the Association, which action seeks to enforce the covenants contained in Section IV and/or to recover damages for the breach thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs and expenses incurred in such action.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual, but in any event shall be in force and effect for a term of not less than twenty (20) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment

The covenants contained within Section I, Public Streets, Easements and Utilities, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the City of Bixby, Oklahoma, or its successors. The covenants contained within Section II. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Bixby Planning Commission, or its successors. Notwithstanding the foregoing the covenants contained within Section II, shall be deemed amended (without necessity of execution of an amending document) upon approval of a minor amendment to PUD No. xxxx by the Bixby Planning Commission or its successors and recording of a certified copy of the minutes of the Bixby Planning Commission or its successors with the Tulsa County Clerk. The covenants and restrictions contained within Section III, Private Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot, or alternatively the covenants and restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of 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 one (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/Developer shall prevail during its ownership of at least one (1) Lot. The covenants and restrictions contained within Section IV. Homeowners' Association may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot, or alternatively the covenants and restrictions may be amended or terminated at any time by a majority vote of the members of the Homeowner' Association as evidenced by written instrument signed and acknowledged by the president of the Homeowners' Association. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer during its ownership of at least one (1) Lot and any amendment or termination evidenced by an instrument properly executed by the president of the Homeowners' Association, the instrument executed by the Owner/Developer shall prevail during its ownership of at least one (1) Lot. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date, it is properly recorded. No amendment or termination of a covenant or restriction shall be drafted as to affect a specific Lot(s) except as provided herein under Section II (B), Use.

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, 15400 Harvard LLC, an Oklahoma limited liability company, has executed this instrument this ____ day of _____, 2022.

15400 Harvard LLC,
an Oklahoma limited liability company

Angie Marshall, Manager/Member

STATE OF OKLAHOMA
COUNTY OF TULSA

This instrument was acknowledged before me on this ____ day of _____, 2022 by Angie Marshall as Manager of 15400 Harvard LLC, an Oklahoma limited liability company.

Notary Public

My commission expires:
My commission number is:

CERTIFICATE OF SURVEY

I, A.B. Watson Jr., a Registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Alderwood Estates", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying.

A.B. Watson Jr.
Registered Professional Land Surveyor
Oklahoma No.1057

STATE OF OKLAHOMA
COUNTY OF TULSA

The foregoing Certificate of Survey was acknowledged before me on this ___ day of _____, 2022, by A.B. Watson Jr., as a registered professional land surveyor.

Notary Public

My commission expires:
My commission number is:

Conceptual Utility Plan

ALDERWOOD ESTATES

A SUBDIVISION TO THE
CITY OF BIXBY, TULSA COUNTY, OKLAHOMA
BEING A PART OF THE NW/4 AND THE NE/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 13 EAST
OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA
222 LOTS, 9 BLOCKS, 7 RESERVES

Owner / Developer

15400 HARVARD, L.L.C.
8086 S. YALE AVENUE
TULSA, OK. 74136

Engineer/Surveyor

THE SCHEMMER ASSOCIATES, LLC
10820 EAST 45TH ST. SUITE 307
TULSA, OK 74146
PHONE: (918) 394-1500
FAX: (918) 369-6876
C.A. #5964 EXPIRES JUNE 30, 2023
BWATSON@SCHEMMER.COM

Land Summary

BARA ACRES, A SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTH HALF (N/2) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER (W/2 W/2 W/2 NE/4); THENCE SOUTH 00°25'22" EAST ALONG THE EASTERLY LINE OF SAID W/2 W/2 W/2 NE/4 FOR A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°25'22" EAST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 1074.47 FEET TO A POINT; SAID POINT BEING THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (E/2 NW/4 SW/4 NE/4); THENCE NORTH 89°29'56" EAST ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) FOR A DISTANCE OF 992.14 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (NE/4 SW/4 NE/4); THENCE SOUTH 00°23'43" EAST ALONG THE EASTERLY LINE OF SAID NE/4 SW/4 NE/4 FOR A DISTANCE OF 331.13 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (S/2 N/2 SE/4 NE/4); THENCE NORTH 89°29'59" EAST ALONG THE NORTHERLY LINE OF S/2 N/2 SE/4 NE/4 FOR A DISTANCE OF 1322.63 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID S/2 N/2 SE/4 NE/4; THENCE SOUTH 00°21'31" EAST ALONG THE EASTERLY LINE OF THE S/2 N/2 SE/4 NE/4 FOR A DISTANCE OF 331.14 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE S/2 N/2 SE/4 NE/4; THENCE SOUTH 89°30'00" WEST ALONG THE SOUTHERLY LINE OF THE S/2 N/2 SE/4 NE/4 FOR A DISTANCE OF 1322.42 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE S/2 NE/4 SE/4 NE/4; THENCE SOUTH 00°23'43" EAST ALONG THE EASTERLY LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (S2 SW/4 NE/4) FOR A DISTANCE OF 662.26 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID N/2 OF SECTION 20; THENCE SOUTH 89°30'05" WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 1652.50 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER (E/2 E/2 E/2 NW/4); THENCE NORTH 00°26'28" WEST ALONG THE WESTERLY LINE OF SAID E/2 E/2 E/2 NW/4 FOR A DISTANCE OF 1986.68 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (E/2 NE/4 NE/4 NW/4); THENCE NORTH 89°29'51" EAST ALONG THE SOUTHERLY LINE OF SAID E/2 NE/4 NE/4 NW/4 FOR A DISTANCE OF 300.82 FEET TO A POINT, SAID POINT BEING 30.00 FEET WESTERLY OF THE EASTERLY LINE OF THE NORTHWEST QUARTER (NW/4); THENCE NORTH 0°25'55" WEST AND PARALLEL WITH SAID EASTERLY LINE FOR A DISTANCE OF 412.23 FEET TO A POINT, SAID POINT BEING 250.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID SECTION; THENCE NORTH 89°29'47" EAST AND PARALLEL WITH SAID NORTHERLY LINE, FOR A DISTANCE OF 360.88 FEET TO THE POINT OF BEGINNING.

Basis of Bearings

THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA
N 88°40'56" E (PER THIS SURVEY)

ADS Benchmark

AERIAL DATA SERVICE MONUMENT: TUL2
3" ALUMINUM CAP-FLUSH-STAMPED "TUL2", SET S.E. OF 151ST ST. AND HARVARD AVE. THE STATION IS 2.0' NORTH OF CARSONITE WITNESS POST.

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS TWO-HUNDRED TWENTY-THREE (223) LOTS IN NINE (9) BLOCKS AND SEVEN (7) RESERVE AREAS
73.79 ACRES (3,214,198 SQUARE FEET)

CERTIFICATE OF APPROVAL

CITY PLANNING COMMISSION APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BIXBY PLANNING COMMISSION ON _____.

_____.
CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BIXBY CITY COUNCIL ON _____.

_____.
MAYOR OR VICE MAYOR

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BIXBY CITY COUNCIL ON _____.

_____.
CITY MANAGER

UTILITY CONTACTS

WATER
CREEK COUNTY RWD #2
2425 W. 121st St. S.
Jenks, OK 74037
918-299-4448

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

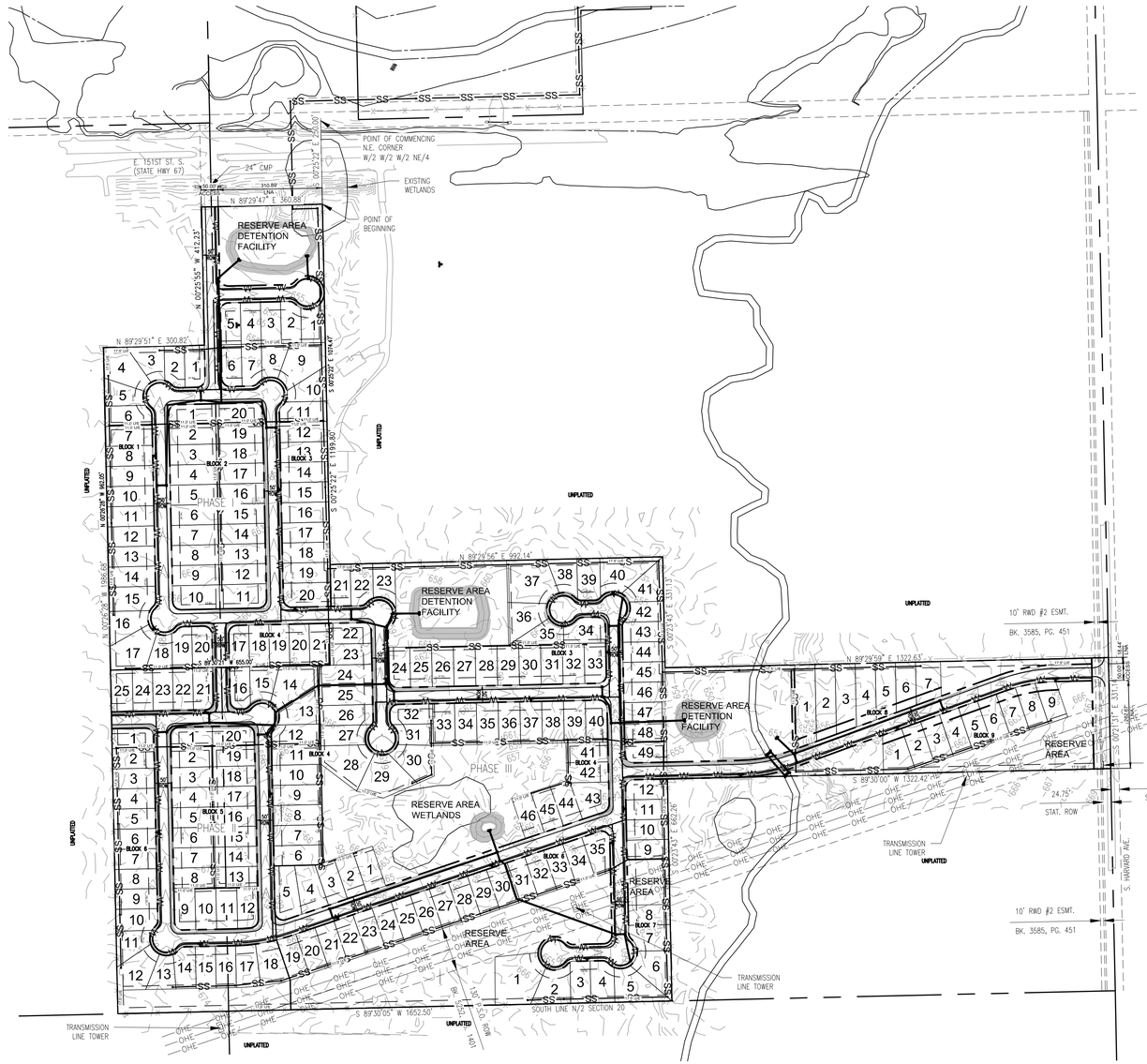
OKLAHOMA NATURAL GAS COMPANY
2319 W. EDISON ST.
TULSA, OK, 74127
918-834-8000

SEWER
CITY OF BIXBY
116 W NEEDLES, P.O. BOX 70
BIXBY, OK 74008
918-366-4430

AT&T
800-464-7928

FLOODPLAIN

PORTIONS OF THE PROPERTY ARE LOCATED WITHIN ZONE X (AREA OF MINIMAL FLOOD HAZARD) AND ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD) AS SHOWN ON FIRM PANEL 40143C0429L DATED 10/16/2012



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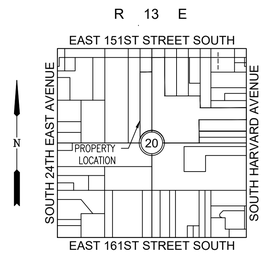

T 17 N

Location Map
SCALE: 1"=2000'

N

Scale: 1"=200'
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Legend

B/L ..... BUILDING LINE
LNA ..... LIMITS OF NO ACCESS
ACC ..... LIMITS OF ACCESS
FL/E ..... FENCE & LANDSCAPE EASEMENT
U/E ..... UTILITY EASEMENT

COUNTY CLERK STAMP

COUNTY TREASURER STAMP

Conceptual Utility Plan

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TULSA, OK. 74136

Engineer/Surveyor

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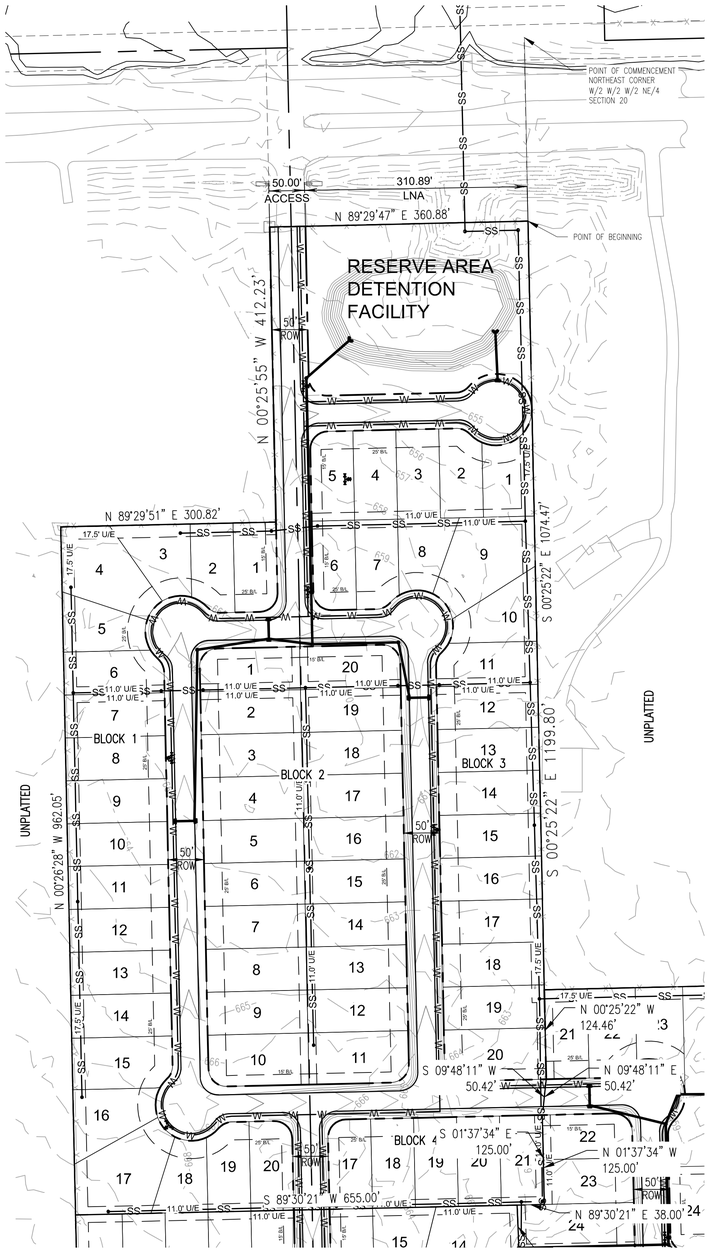

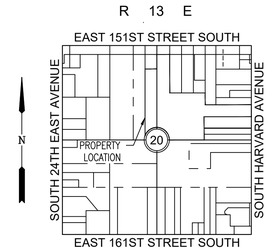

Location Map
SCALE: 1"=2000'

Scale: 1"=100'
0 50 100 200

Legend

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
ACC	LIMITS OF ACCESS
FL/E	FENCE & LANDSCAPE EASEMENT
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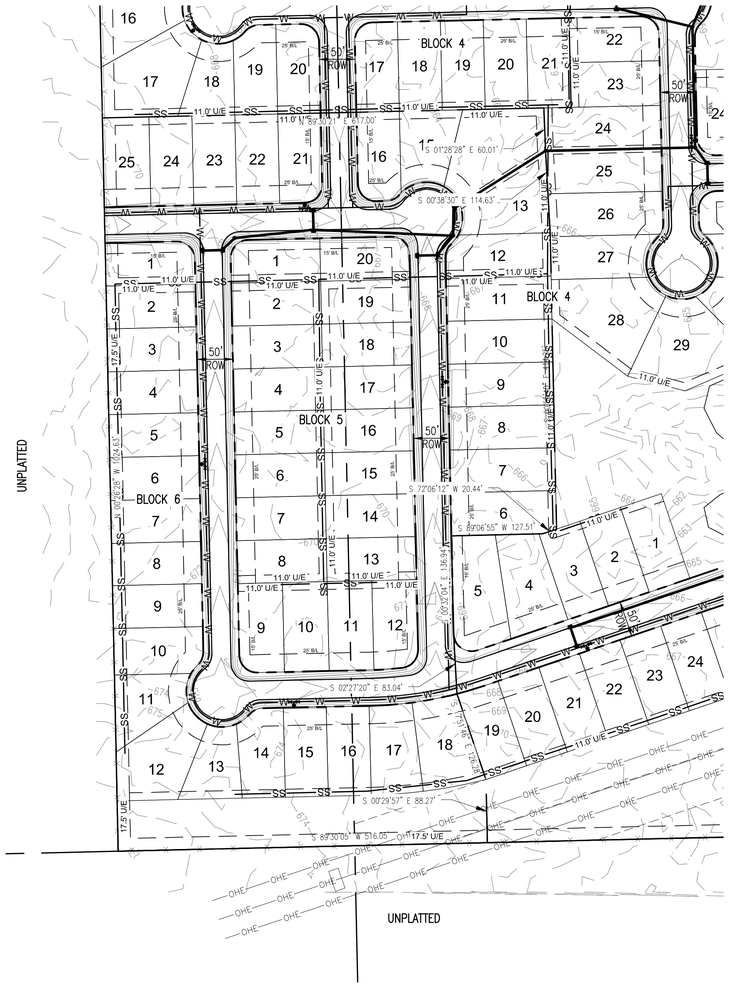

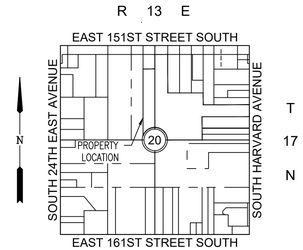

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SCALE: 1"=2000'

N

Scale: 1"=100'
0 50 100 200

Legend

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
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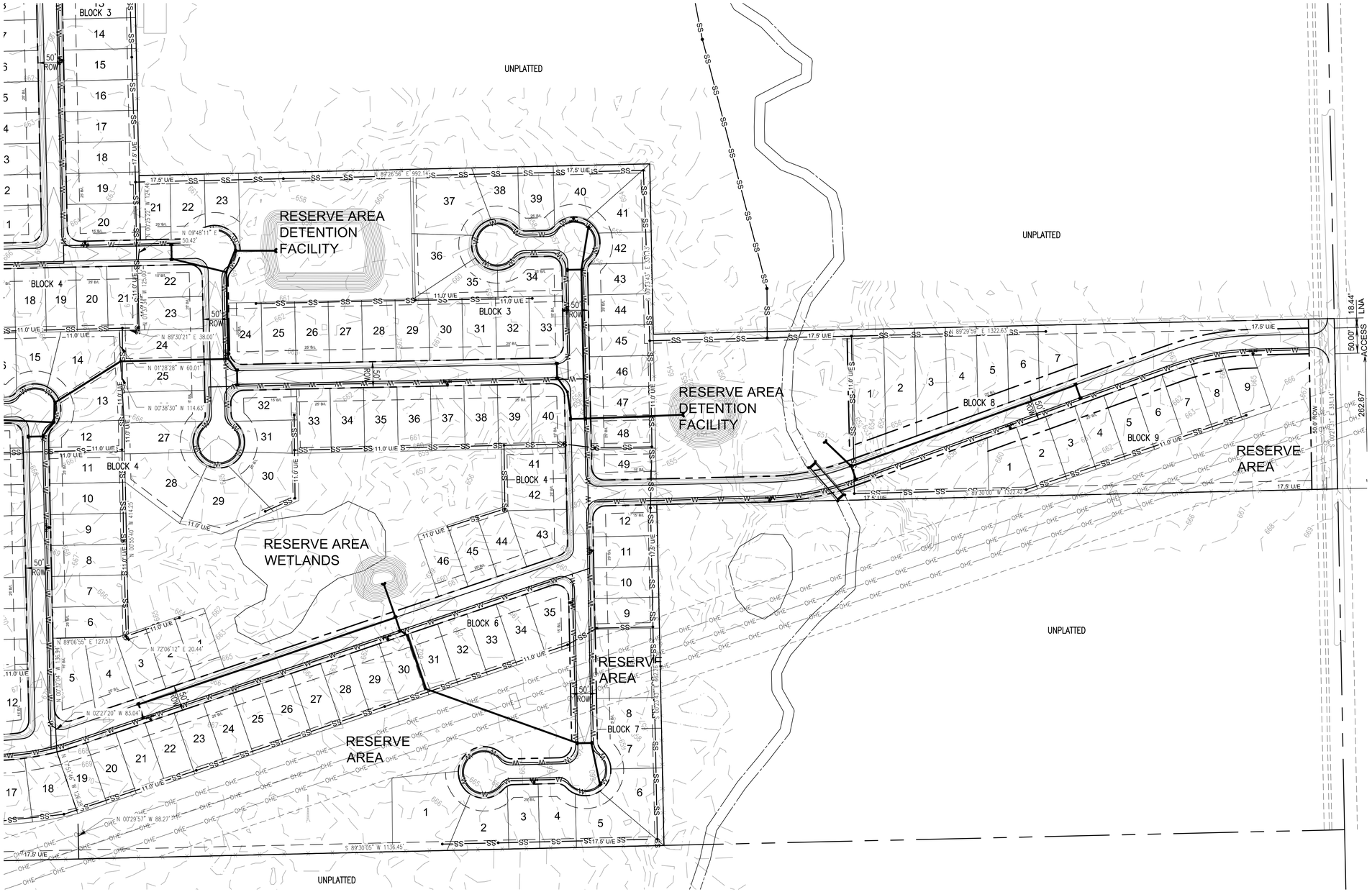
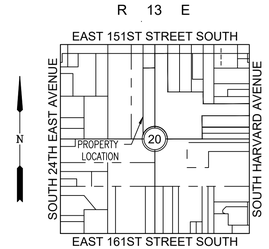


R 13 E



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Location Map

SCALE: 1"=2000'

Scale: 1"=100'

0 50 100 200

Legend

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
ACC	LIMITS OF ACCESS
FL/E	FENCE & LANDSCAPE EASEMENT
U/E	UTILITY EASEMENT

Owner / Developer

15400 HARVARD, L.L.C.
8086 S. YALE AVENUE
TULSA, OK. 74136

Engineer/Surveyor

THE SCHEMMER ASSOCIATES, LLC
10820 EAST 45TH ST. SUITE 307
TULSA, OK 74146
PHONE: (918) 394-1500
FAX: (918) 369-6876
C.A. #5964 EXPIRES JUNE 30, 2023
BWATSON@SCHEMMER.COM

CITY OF BIXBY
111 N Cabaniss Ave
Bixby, OK 74008
(918) 366-4430

STAFF REPORT

TO:	Planning Commission
FROM:	Gladys Gill, Assistant Planner
DATE:	November 17, 2025
NAME:	126 Medical Park
CASE(S):	**PRELIMINARY PLAT** | BXPT-25.09
LOCATION:	12409 S Memorial Drive, Bixby, Oklahoma
EXISTING ZONING:	Commercial General (CG) and Office Low (OL) within PUD-31 MA.02
PROPOSED ZONING:	No change proposed
STR:	Section 01, Township 17N, Range 13E
APPLICANT:	AAB Engineering, LLC

REQUEST: The applicant requested approval of a Preliminary Plat for 126 Medical Park, a proposed commercial development containing three (3) lots within one (1) block totaling approximately 4.51 acres. The plat provides for utility and mutual access easements.

BACKGROUND: The proposed development is located within Planned Unit Development PUD-31 MA.02, which was approved by the City Council under Ordinance No. 2522 (2025).

Figure 1: Development per PUD

SURROUNDING ZONING AND LAND USE:

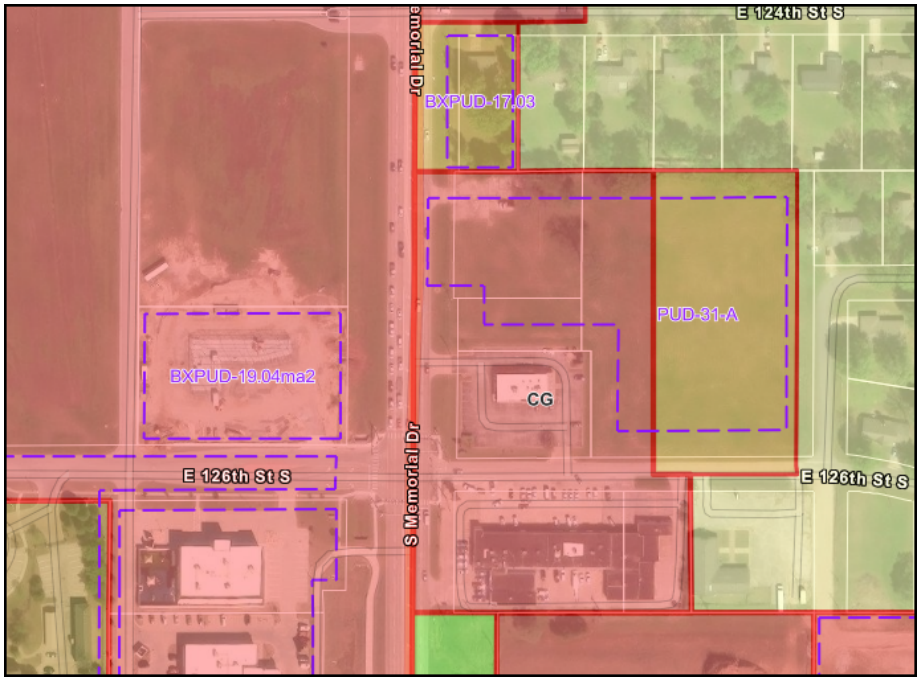
North: (OL) Office Low-Intensity: BXPUD-17.03 and (RS-1) Residential Single-Family: Gre-Mac Acres

South: (CS) Commercial Shopping: Commercial retail, including Mazzio's and retail strip centers

East: (RS-1) Residential Single-Family: Southern Memorial Acres

West: (CG) Commercial General: BXPUD-19.04 MA.02 and other undeveloped lots

Figure 2: Existing zoning for surrounding areas.



TECHNICAL ADVISORY COMMITTEE (TAC) COMMENTS:

At the November TAC meeting, the applicant was asked to clearly identify all easements. Correct jurisdiction on DOD and correctly cite the PUD governing this plat. The other utilities had no noteworthy comments for the applicant.

ENGINEERING COMMENTS: See attached.

STAFF COMMENTS:

Staff recommends approval of Preliminary Plat BXPT-22.21 Phase I for Alderwood Estates.

Staff finds the proposed 126 Medical Park Preliminary Plat:

- Conforms to the Subdivision Regulations;
- Meets the PUD and zoning standards for commercial development and;

Staff recommends approval of the 126 Medical Park Preliminary Plat, subject to the following conditions:

- Continue to coordinate with Public Works and Engineering to address their comments.
- Submit plan for PFPI fee calculation and utility capacity review.
- Submit final construction drawings and revised plat for staff review prior to City Council consideration of Final Plat.

FIGURES:

Figure 1: Development Areas per PUD
Figure 2: Existing Zoning

ATTACHMENTS:

Attachment 1: Preliminary Plat for Alderwood Estates Phase I
Attachment 2: Engineering Comments dated November 6, 2025

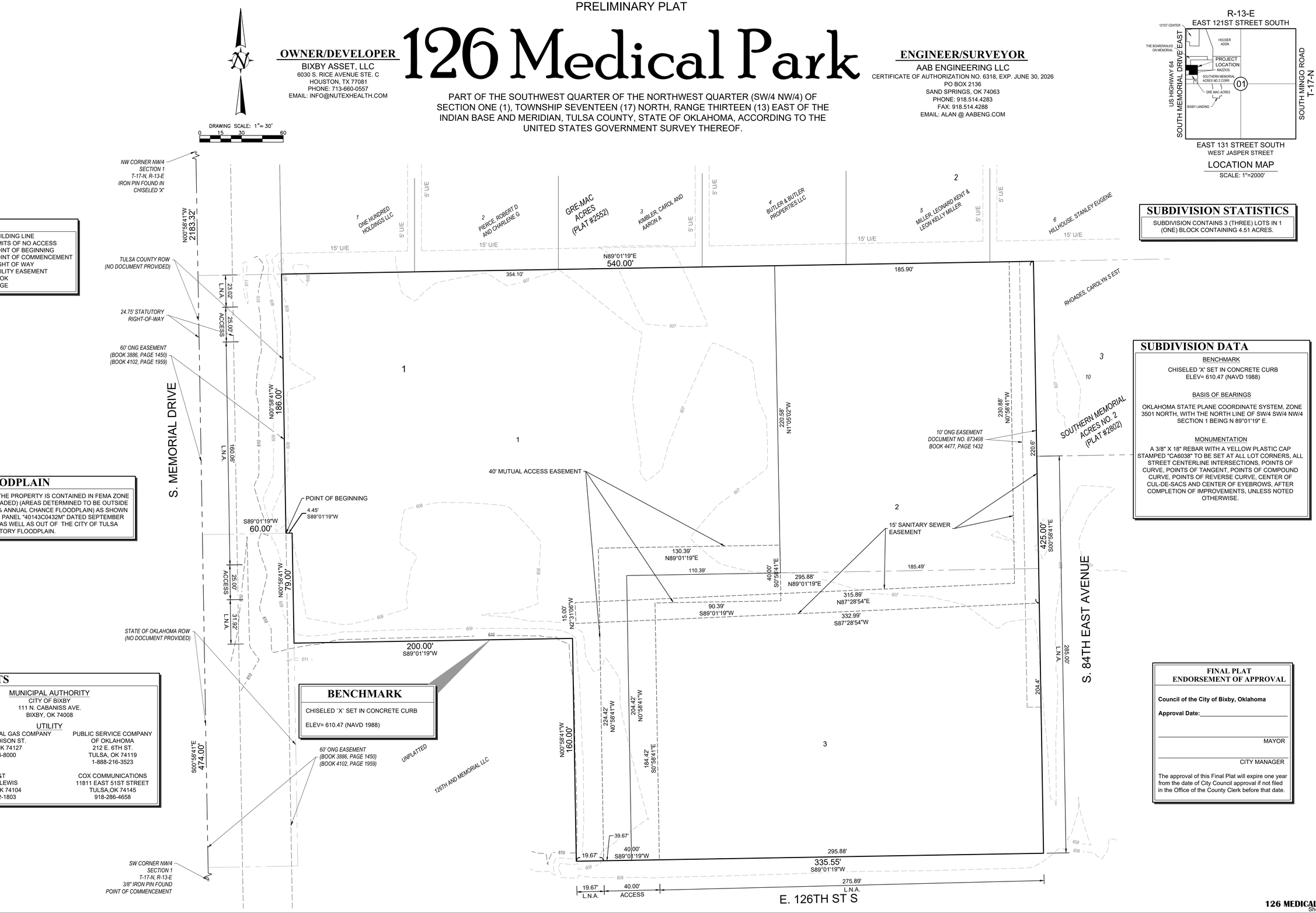
PRELIMINARY PLAT

126 Medical Park

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

OWNER/DEVELOPER
BIXBY ASSET, LLC
6030 S. RICE AVENUE STE. C
HOUSTON, TX 77081
PHONE: 713-660-0557
EMAIL: INFO@NUTEXHEALTH.COM

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



LEGEND

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
BK	BOOK
PG	PAGE

FLOODPLAIN

ALL OF THE PROPERTY IS CONTAINED IN FEMA ZONE X (UNSHADED) (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FIRM PANEL "40143C0432M" DATED SEPTEMBER 12, 2024 AS WELL AS OUT OF THE CITY OF TULSA REGULATORY FLOODPLAIN.

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BIXBY
111 N. CABANISS AVE.
BIXBY, OK 74008

UTILITY

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

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

AT&T
1403 S. LEWIS
TULSA,OK 74104
918-712-1803

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

BENCHMARK

CHISELED `X` SET IN CONCRETE CURB

ELEV= 610.47 (NAVD 1988)

LOCATION MAP
SCALE: 1"=2000'

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS 3 (THREE) LOTS IN 1 (ONE) BLOCK CONTAINING 4.51 ACRES.

SUBDIVISION DATA

BENCHMARK

CHISELED 'X' SET IN CONCRETE CURB
ELEV= 610.47 (NAVD 1988)

BASIS OF BEARINGS

OKLAHOMA STATE PLANE COORDINATE SYSTEM, ZONE 3501 NORTH, WITH THE NORTH LINE OF SW/4 SW/4 NW/4 SECTION 1 BEING N 89°01'19" E.

MONUMENTATION

A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "CA6038" TO BE SET AT ALL LOT CORNERS, ALL STREET CENTERLINE INTERSECTIONS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, CENTER OF CUL-DE-SACS AND CENTER OF EYEBROWS, AFTER COMPLETION OF IMPROVEMENTS, UNLESS NOTED OTHERWISE.

FINAL PLAT ENDORSEMENT OF APPROVAL

Council of the City of Bixby, Oklahoma

Approval Date:_____

_____
MAYOR

_____
CITY MANAGER

The approval of this Final Plat will expire one year from the date of City Council approval if not filed in the Office of the County Clerk before that date.

PLOT DATE: Thu, 02 Oct 2025 FILE: P:\117301-NEW HEALTHCARE BIXBY\NUTEX BIXBY HOSPITAL - BASE

PRELIMINARY PLAT

126 Medical Park

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

OWNER/DEVELOPER

BIXBY ASSET, LLC
6030 S. RICE AVENUE STE. C
HOUSTON, TX 77081
PHONE: 713-660-0557
EMAIL: INFO@NUTEXHEALTH.COM

ENGINEER/SURVEYOR

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

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSON BY THESE PRESENTS:

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

A TRACT OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4); THENCE NORTH 00°58'41" WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 395.00 FEET; THENCE SOUTH 89°01'19" WEST A DISTANCE OF 64.15 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH MEMORIAL DRIVE AND THE POINT OF BEGINNING; THENCE NORTH 00°58'41" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 79.00 FEET; THENCE SOUTH 89°01'19" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 4.45 FEET; THENCE NORTH 00°58'41" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 186.00 FEET TO THE SOUTH LINE OF GRE-MAC ACRES, A SUBDIVISION TO TULSA COUNTY; THENCE NORTH 89°01'19" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 540.00 FEET TO THE WEST LINE OF SOUTHERN MEMORIAL ACRES NO. 2, A SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY; THENCE SOUTH 00°58'41" EAST ALONG SAID WEST LINE, A DISTANCE OF 425.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST 126TH STREET SOUTH; THENCE SOUTH 89°01'19" WEST ALONG SAID NORTH LINE, A DISTANCE OF 335.55 FEET; THENCE NORTH 00°58'41" WEST A DISTANCE OF 160.00 FEET; THENCE SOUTH 89°01'19" WEST A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING. CONTAINING 196,436 SQUARE FEET OR 4.51 ACRES MORE OR LESS.

AND THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO THREE (3) LOTS IN ONE (1 BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "126 MEDICAL PARK", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

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

B. UTILITY SERVICE

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

C. WATER AND SANITARY SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER MAINS LOCATED ON THEIR LOT.
2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT OF THE CITY OF BIXBY WOULD INTERFERE WITH PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER MAINS SHALL BE PROHIBITED.
3. THE CITY OF BIXBY, OKLAHOMA OR IT'S SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, OR IT'S SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.C SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF THE GAS SERVICE.
2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR THE DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER, OR HIS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

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

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. LIMIT OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH MEMORIAL DRIVE AND EAST 126TH STREET WITHIN THE BOUNDS DESIGNATED "LNA" OR "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT.

H. MUTUAL ACCESS EASEMENT

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

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "BRICKTOWN SQUARE" WAS SUBMITTED AS PLANNED UNIT DEVELOPMENT (DESIGNATED AS BXPUD 31-A) WAS APPROVED BY THE BIXBY PLANNING COMMISSION ON JULY 21 , 2025 AND APPROVED BY THE BIXBY CITY OF COUNCIL ON AUGUST 11, 2025.

WHEREAS, OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS IN TITLE AND THE CITY OF TULSA, OKLAHOMA.

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

THEREFORE, OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON OWNER, ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE BY OWNER, ANY PERSON OWNING A LOT IN "126 MEDICAL PARK" AND BY THE CITY OF BIXBY AS HEREINAFTER SET FORTH.

SECTION III. PROPERTY OWNER'S ASSOCIATION

C. FORMATION OF PROPERTY OWNER'S ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN "126 MEDICAL PARK" TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION , INCLUDING BUT WITHOUT LIMITATION TO PRIVATE STREETS AND RESERVE A FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF "126 MEDICAL PARK". THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

D. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A LOT WITHIN "126 MEDICAL PARK" SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE LOT.

E. ASSESSMENT

EACH RECORD OWNER OF A LOT WITHIN "126 MEDICAL PARK" SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE SUBDIVISION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTION I, SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNER OF ANY LOT WITHIN "126 MEDICAL PARK" AND/OR THE ASSOCIATION AND/OR THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III, ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNERS OF THE LOTS AND/OR THE ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, THE SUPPLIER OF UTILITY SERVICE AND/OR THE CITY OF BIXBY, OKLAHOMA MAY BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY LOT WITHIN "126 MEDICAL PARK", AND/OR THE ASSOCIATION AND/OR THE CITY OF BIXBY TO BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY LOT WITHIN "126 MEDICAL PARK" AND/OR THE ASSOCIATION TO BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IN ANY JUDICIAL ACTION TO ENFORCE THE PROVISIONS OF SECTION III, THE PREVAILING PARTY MAY RECOVER REASONABLE COSTS AND ATTORNEY FEES.

B. DURATION

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

C. AMENDMENT

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

D. SEVERABILITY

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

IN WITNESS WHEREOF, BIXBY ASSET, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT THE ___ DAY OF _____, 2025.

BIXBY ASSET, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 2025, BY _____, MANAGER OF BIXBY ASSET, LLC

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, MIKEL L. STEWART, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "126 MEDICAL PARK" A SUBDIVISION OF THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

_____
MIKEL L. STEWART
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 2105

NOT FOR CONSTRUCTION
MIKEL L. STEWART
THIS DOCUMENT IS PRELIMINARY AND DOES NOT CONSTITUTE A FINAL SIGNED AND SEALED DOCUMENT.

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

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

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

ALAN ANDREW BETCHAN
Notary Public
State of Oklahoma
Commission #19011877
Expires: Nov. 25, 2027

PLOT DATE: Thu, 02 Oct 2025 FILE: P:\17301-NEW HEALTHCARE BIXBY\NUTEX BIXBY HOSPITAL - BASE

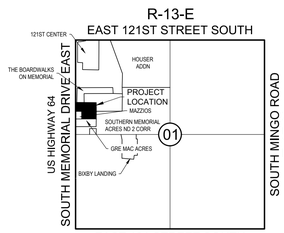
CONCEPTUAL UTILITY

126 Medical Park

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

OWNER/DEVELOPER
BIXBY ASSET, LLC
6030 S. RICE AVENUE STE. C
HOUSTON, TX 77081
PHONE: 713-660-0557
EMAIL: INFO@NUTEXHEALTH.COM

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



LOCATION MAP
SCALE: 1"=2000'

DRAWING SCALE: 1"= 30'
0 15 30 60

NW CORNER NW/4 SECTION 1 T-17-N, R-13-E IRON PIN FOUND IN CHISELED 'X'

N00°58'41"W 2183.32'

TULSA COUNTY ROW (NO DOCUMENT PROVIDED)

24.75' STATUTORY RIGHT-OF-WAY

60' ONG EASEMENT (BOOK 3886, PAGE 1450) (BOOK 4102, PAGE 1959)

S. MEMORIAL DRIVE

N00°58'41"W 186.00'

SDMH TR=611.22 42" RCP FL=599.57 (N&W)

SDMH TR=607.63 42" RCP FL=599.07 (E)

SDMH

POINT OF BEGINNING

S89°01'19"W 60.00'

N00°58'41"W 79.00'

STATE OF OKLAHOMA ROW (NO DOCUMENT PROVIDED)

S00°58'41"E 474.00'

SW CORNER NW/4 SECTION 1 T-17-N, R-13-E 3/8" IRON PIN FOUND POINT OF COMMENCEMENT

PP

SDMH TR=610.23 42" RCP FL=600.53 (N&S) 24" RCP FL=606.43 (E)

1 ONE HUNDRED HOLDINGS LLC

5' U/E

2 PIERCE, ROBERT D AND CHARLENE G

15' U/E

GRE-MAC ACRES (PLAT #2532)

SSMH TR=606.95 8" FL=602.74 (N,S,E&W)

3 KIMBLER, CAROL AND AARON A

PIPE

4 BUTLER & BUTLER PROPERTIES LLC

N89°01'19"E 540.00'

354.10'

185.90'

5 MILLER, LEONARD KENT & LEON KELLY MILLER

6 HILLHOUSE, STANLEY EUGENE

RHOADES, CAROLYN S EST

SOUTHERN MEMORIAL ACRES NO. 2 (PLAT #2802)

10' ONG EASEMENT DOCUMENT NO. 873408 BOOK 4477, PAGE 1432

230.88' N0°58'41"W

220.6'

425.00' S00°58'41"E

S. 84TH EAST AVENUE

204.4'

40' MUTUAL ACCESS EASEMENT

15' SANITARY SEWER EASEMENT

130.39' N89°01'19"E

110.39'

185.49'

40.00' S0°58'41"E

295.88' N89°01'19"E

315.89' N87°28'54"E

90.39' S89°01'19"W

332.99' S87°28'54"W

15.00' N2°31'06"W

200.00' S89°01'19"W

UNPLATTED

125TH AND MEMORIAL LLC

60' ONG EASEMENT (BOOK 3886, PAGE 1450) (BOOK 4102, PAGE 1959)

N00°58'41"W 160.00'

224.42' N0°58'41"W

204.42' N0°58'41"W

SSMH TR=608.87 8" FL=604.72 (W)

184.42' S0°58'41"E

39.67'

40.00' S89°01'19"W

19.67'

295.88'

335.55' S89°01'19"W

E. 126TH ST S

LEGEND

WL	EXISTING WATER LINE
SS	EXISTING SANITARY SEWER LINE
UG	EXISTING GAS LINE
SD	EXISTING STORM SEWER LINE
OE	EXISTING OVERHEAD ELECTRIC
	PROPOSED STORM SEWER LINE
SS	EXISTING SANITARY SEWER LINE

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BIXBY
111 N. CABANISS AVE.
BIXBY, OK 74008

UTILITY

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

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

AT&T
1403 S. LEWIS
TULSA,OK 74104
918-712-1803

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

PLOT DATE: Thu, 02 Oct 2025 FILE: P:\17301-NEW HEALTHCARE BIXBY\NUTEX BIXBY HOSPITAL - BASE

126 MEDICAL PARK
Sheet 1 of 1
Date Prepared: September 16, 2025

111 North Cabaniss
P.O. Box 70
Bixby, OK 74008
T: 918.366.4430
www.bixbyok.gov

November 6, 2025

To: Gladys Gill, Development Services
From: Gwen Plante, on behalf of Bixby Public Works, Engineering

Reference: 126 Medical Park | Preliminary Plat

Gladys,

See the following comments provided by our Engineering Department on 126 Medical Park for the Preliminary Plat:

This review includes only engineering items. Items under Development Services purview – such as the Comprehensive Plan, Zoning Code, or Subdivision Regulations – were not part of this review.
The Preliminary Plat comments as follows:

1) 17.5' perimeter easements have not been provided. No easement is provided for the storm sewer crossing Lot 16, Block 1.
2) The 15' U/E designated for the sanitary sewer line. The 15' U/E width must be approved by the Public Works Department as sufficient for maintenance operations.
3) The sanitary sewer line along the east side of the property is located within a 15' U/E that also incorporates a gas line within a 10' easement. This arrangement and the clearances between the proposed sewer line and the existing gas line must be approved by the Public Works Department.
4) Private storm sewer is proposed. Lines must be located outside of Public utility easements. (*South side of development in particular*.)
5) Water services not shown. Presumably existing lines will be sufficient for service which must be reviewed and approved by the Building Official and Fire Marshal.

111 North Cabaniss
P.O. Box 70
Bixby, OK 74008
T: 918.366.4430
www.bixbyok.gov

6) A gas line crossing on the Memorial frontage will be part of the Private storm sewer system. Based on potential conflict issues related to the depth of this pipe that lies to the east of the existing storm sewer, the exact location and depth of this line should be located and specifically addressed in future plan submittals. Coordination with ONG will be required for approval of this crossing.

Just let me know if you have any questions or comments.
-Gwen

CITY OF BIXBY
111 N Cabaniss Ave
Bixby, OK 74008
(918) 366-4430

STAFF REPORT

TO:	Planning Commission
FROM:	Gladys Gill, Assistant Planner
DATE:	November 17, 2025
NAME:	Bixby Meadows II
CASE(S):	**PRELIMINARY PLAT** | BXPT-25.10
LOCATION:	NE Corner of East 161st Street South and South Harvard Avenue.
EXISTING ZONING:	(RS-2.5) Residential Single-Family with supplemental PUD.
PROPOSED ZONING:	No Change
STR:	Section 21, Township 17N, Range 13E
APPLICANT:	AAB Engineering, LLC

REQUEST: The applicant requested approval of a Preliminary Plat for Bixby Meadows II, a proposed single-family residential subdivision containing 248 lots within twenty (20) blocks, with ten (10) reserve areas totaling approximately 125.89 acres. The plat provides for public streets, utility easements, drainage facilities, and reserve areas to be owned and maintained by a homeowners' association.

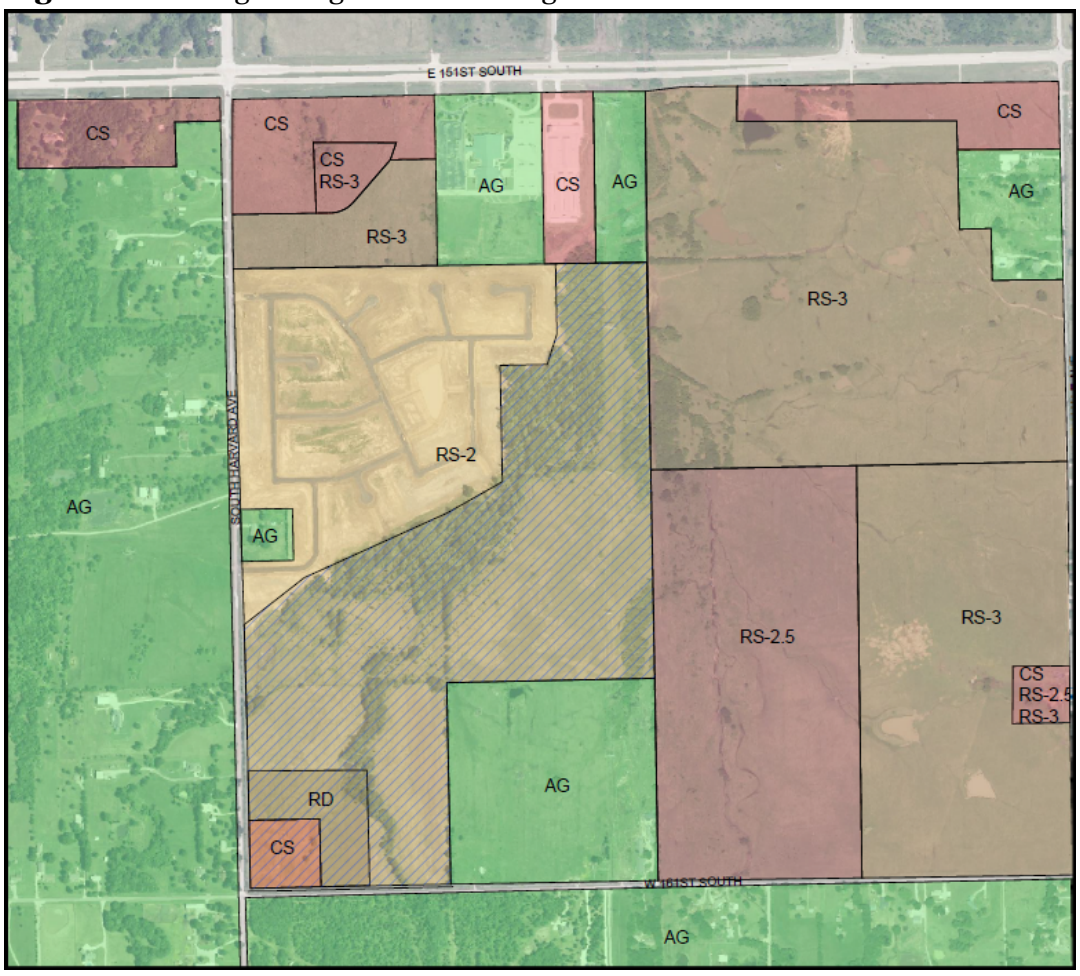
BACKGROUND: The Bixby Meadows II subdivision is zoned RS-2.5 (Residential Single-Family) with a supplemental PUD overlay. The PUD was approved by the Planning Commission on December 16, 2024 (5-0) and by the City Council on February 24, 2025 (4-0), subject to the following conditions:

- Masonry Requirements: All homes must include 100% masonry coverage up to the top plate of the first floor, excluding windows, porches, and patios. The use of cementitious board is not permitted.
- Perimeter Fencing: A 6-foot masonry fence is required along Harvard Avenue and 161st Street.
- Traffic Improvements: Left turn and deceleration lanes must be constructed at both main entrances.

SURROUNDING ZONING AND LAND USE:

North:	(AG) Agriculture, (RS-2) Residential Single-Family, (CS) Commercial Shopping
South:	(AG) Agriculture
East:	(RS-3) Residential Single-Family, (RS-2.5) Residential Single-Family
West:	(AG) Agriculture, (RS-2) Residential Single-Family

Figure 1: Existing zoning for surrounding areas.



TECHNICAL ADVISORY COMMITTEE (TAC) COMMENTS:

At the November TAC meeting, the applicant was asked to clearly identify all reserve areas and properly label all streets and easements. Provide connectivity to adjacent or future development. The other utilities had no noteworthy comments for the applicant.

ENGINEERING COMMENTS: See attached.

STAFF COMMENTS:

Staff recommends approval of Preliminary Plat BXPT-22.21 Phase I for Alderwood Estates.

Staff finds the proposed Alderwood Estates Phase I Preliminary Plat:

- Conforms to the Subdivision Regulations;
- Meets the PUD and RS-3 zoning standards for single-family lots and;
- Adequately provides for public improvements and easement dedications

Staff recommends approval of the Alderwood Estates Phase I Preliminary Plat, subject to the following conditions:

- Continue to coordinate with Public Works and Engineering to address their comments.
- Submit phasing plan for PFPI fee calculation and utility capacity review.
- Submit final construction drawings and revised plat for staff review prior to City Council consideration of Final Plat.

FIGURES:

Figure 1: Existing Zoning

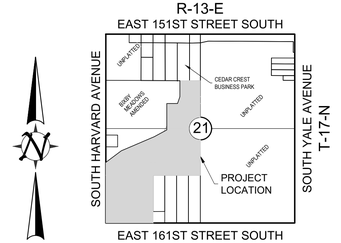
ATTACHMENTS:

Attachment 1: Preliminary Plat for Bixby Meadows II
Attachment 2: Engineering Comments dated November 6, 2025

PRELIMINARY PLAT

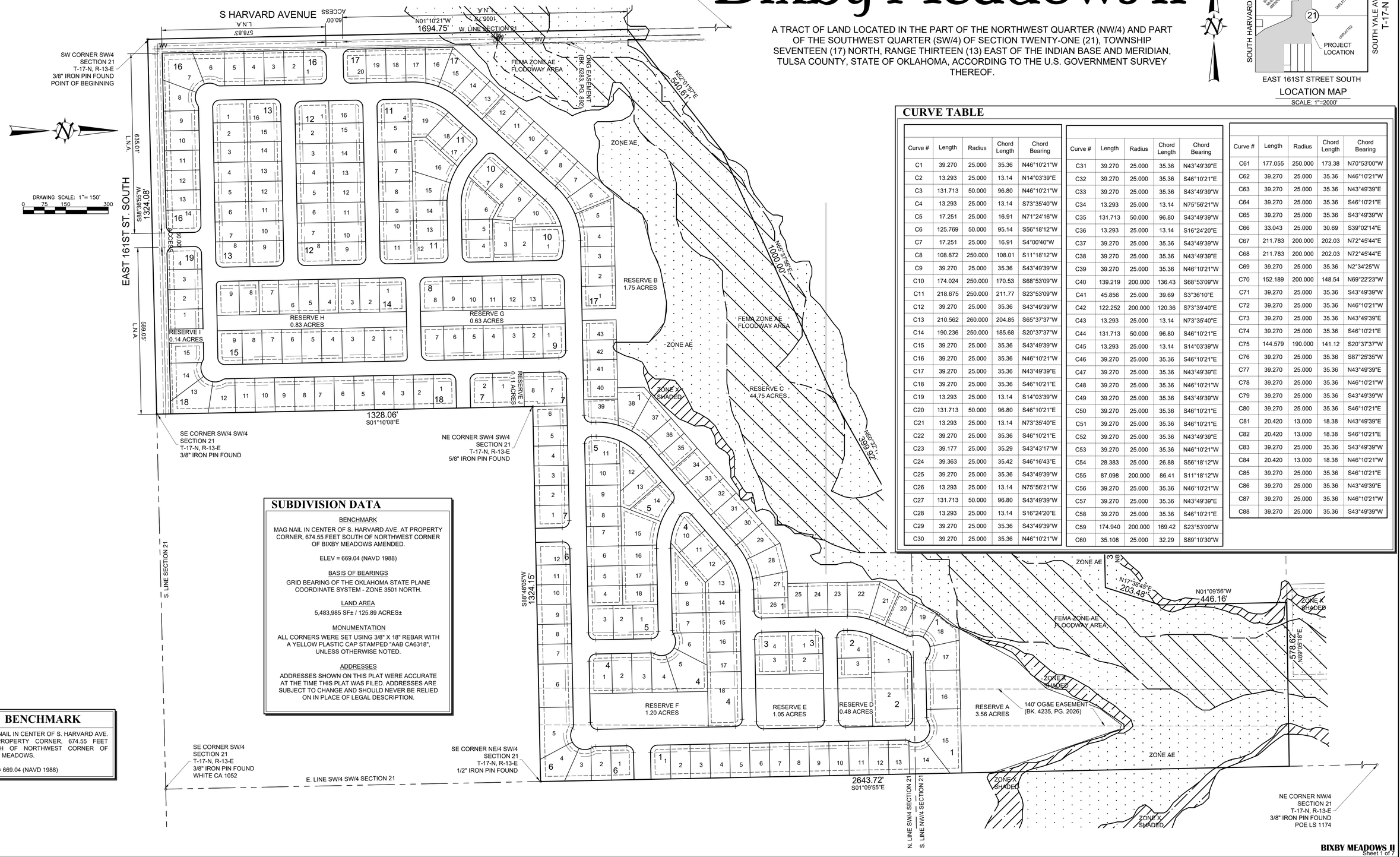
Bixby Meadows II

A TRACT OF LAND LOCATED IN THE PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.



LOCATION MAP

SCALE: 1"=2000'



CURVE TABLE

Curve #	Length	Radius	Chord Length	Chord Bearing
C1	39.270	25.000	35.36	N46°10'21"W
C2	13.293	25.000	13.14	N14°03'39"E
C3	131.713	50.000	96.80	N46°10'21"W
C4	13.293	25.000	13.14	S73°35'40"W
C5	17.251	25.000	16.91	N71°24'16"W
C6	125.769	50.000	95.14	S56°18'12"W
C7	17.251	25.000	16.91	S4°00'40"W
C8	108.872	250.000	108.01	S11°18'12"W
C9	39.270	25.000	35.36	S43°49'39"W
C10	174.024	250.000	170.53	S68°53'09"W
C11	218.675	250.000	211.77	S23°53'09"W
C12	39.270	25.000	35.36	S43°49'39"W
C13	210.562	260.000	204.85	S65°37'37"W
C14	190.236	250.000	185.68	S20°37'37"W
C15	39.270	25.000	35.36	S43°49'39"W
C16	39.270	25.000	35.36	N46°10'21"W
C17	39.270	25.000	35.36	N43°49'39"E
C18	39.270	25.000	35.36	S46°10'21"E
C19	13.293	25.000	13.14	S14°03'39"W
C20	131.713	50.000	96.80	S46°10'21"E
C21	13.293	25.000	13.14	N73°35'40"E
C22	39.270	25.000	35.36	S46°10'21"E
C23	39.177	25.000	35.29	S43°43'17"W
C24	39.363	25.000	35.42	S46°16'43"E
C25	39.270	25.000	35.36	S43°49'39"W
C26	13.293	25.000	13.14	N75°56'21"W
C27	131.713	50.000	96.80	S43°49'39"W
C28	13.293	25.000	13.14	S16°24'20"E
C29	39.270	25.000	35.36	S43°49'39"W
C30	39.270	25.000	35.36	N46°10'21"W
C31	39.270	25.000	35.36	N43°49'39"E
C32	39.270	25.000	35.36	S46°10'21"E
C33	39.270	25.000	35.36	S43°49'39"W
C34	13.293	25.000	13.14	N75°56'21"W
C35	131.713	50.000	96.80	S43°49'39"W
C36	13.293	25.000	13.14	S16°24'20"E
C37	39.270	25.000	35.36	S43°49'39"W
C38	39.270	25.000	35.36	N43°49'39"E
C39	39.270	25.000	35.36	N46°10'21"W
C40	139.219	200.000	136.43	S68°53'09"W
C41	45.856	25.000	39.69	S3°36'10"E
C42	122.252	200.000	120.36	S73°39'40"E
C43	13.293	25.000	13.14	N73°35'40"E
C44	131.713	50.000	96.80	S46°10'21"E
C45	13.293	25.000	13.14	S14°03'39"W
C46	39.270	25.000	35.36	S46°10'21"E
C47	39.270	25.000	35.36	N43°49'39"E
C48	39.270	25.000	35.36	N46°10'21"W
C49	39.270	25.000	35.36	S43°49'39"W
C50	39.270	25.000	35.36	S46°10'21"E
C51	39.270	25.000	35.36	S46°10'21"E
C52	39.270	25.000	35.36	N43°49'39"E
C53	39.270	25.000	35.36	N46°10'21"W
C54	28.383	25.000	26.88	S56°18'12"W
C55	87.098	200.000	86.41	S11°18'12"W
C56	39.270	25.000	35.36	N46°10'21"W
C57	39.270	25.000	35.36	N43°49'39"E
C58	39.270	25.000	35.36	S46°10'21"E
C59	174.940	200.000	169.42	S23°53'09"W
C60	35.108	25.000	32.29	S89°10'30"W
C61	177.055	250.000	173.38	N70°53'00"W
C62	39.270	25.000	35.36	N46°10'21"W
C63	39.270	25.000	35.36	N43°49'39"E
C64	39.270	25.000	35.36	S46°10'21"E
C65	39.270	25.000	35.36	S43°49'39"W
C66	33.043	25.000	30.69	S39°02'14"E
C67	211.783	200.000	202.03	N72°45'44"E
C68	211.783	200.000	202.03	N72°45'44"E
C69	39.270	25.000	35.36	N2°34'25"W
C70	152.189	200.000	148.54	N69°22'23"W
C71	39.270	25.000	35.36	S43°49'39"W
C72	39.270	25.000	35.36	N46°10'21"W
C73	39.270	25.000	35.36	N43°49'39"E
C74	39.270	25.000	35.36	S46°10'21"E
C75	144.579	190.000	141.12	S20°37'37"W
C76	39.270	25.000	35.36	S87°25'35"W
C77	39.270	25.000	35.36	N43°49'39"E
C78	39.270	25.000	35.36	N46°10'21"W
C79	39.270	25.000	35.36	S43°49'39"W
C80	39.270	25.000	35.36	S46°10'21"E
C81	20.420	13.000	18.38	N43°49'39"E
C82	20.420	13.000	18.38	S46°10'21"E
C83	39.270	25.000	35.36	S43°49'39"W
C84	20.420	13.000	18.38	N46°10'21"W
C85	39.270	25.000	35.36	S46°10'21"E
C86	39.270	25.000	35.36	N43°49'39"E
C87	39.270	25.000	35.36	N46°10'21"W
C88	39.270	25.000	35.36	S43°49'39"W

SUBDIVISION DATA

BENCHMARK

MAG NAIL IN CENTER OF S. HARVARD AVE. AT PROPERTY CORNER, 674.55 FEET SOUTH OF NORTHWEST CORNER OF BIXBY MEADOWS AMENDED.

ELEV = 669.04 (NAVD 1988)

BASIS OF BEARINGS

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

LAND AREA

5,483,985 SF± / 125.89 ACRES±

MONUMENTATION

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

ADDRESSES

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

BENCHMARK

MAG NAIL IN CENTER OF S. HARVARD AVE. AT PROPERTY CORNER, 674.55 FEET SOUTH OF NORTHWEST CORNER OF BIXBY MEADOWS.

ELEV= 669.04 (NAVD 1988)

PLOT DATE: Thu, 02 Oct 2025 FILE: P:\17321-BIXBY MEADOWS PHASE II\BIXBY MEADOWS PHASE 2

BIXBY MEADOWS II

Sheet 1 of 7

Date Prepared: October 1, 2025

PRELIMINARY PLAT

Bixby Meadows II

A TRACT OF LAND LOCATED IN THE PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

DRAWING SCALE: 1"= 60'
0 30 60 120

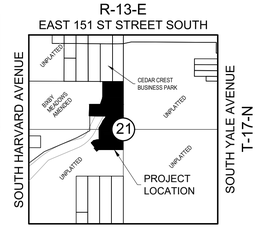
OWNER/DEVELOPER
WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

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

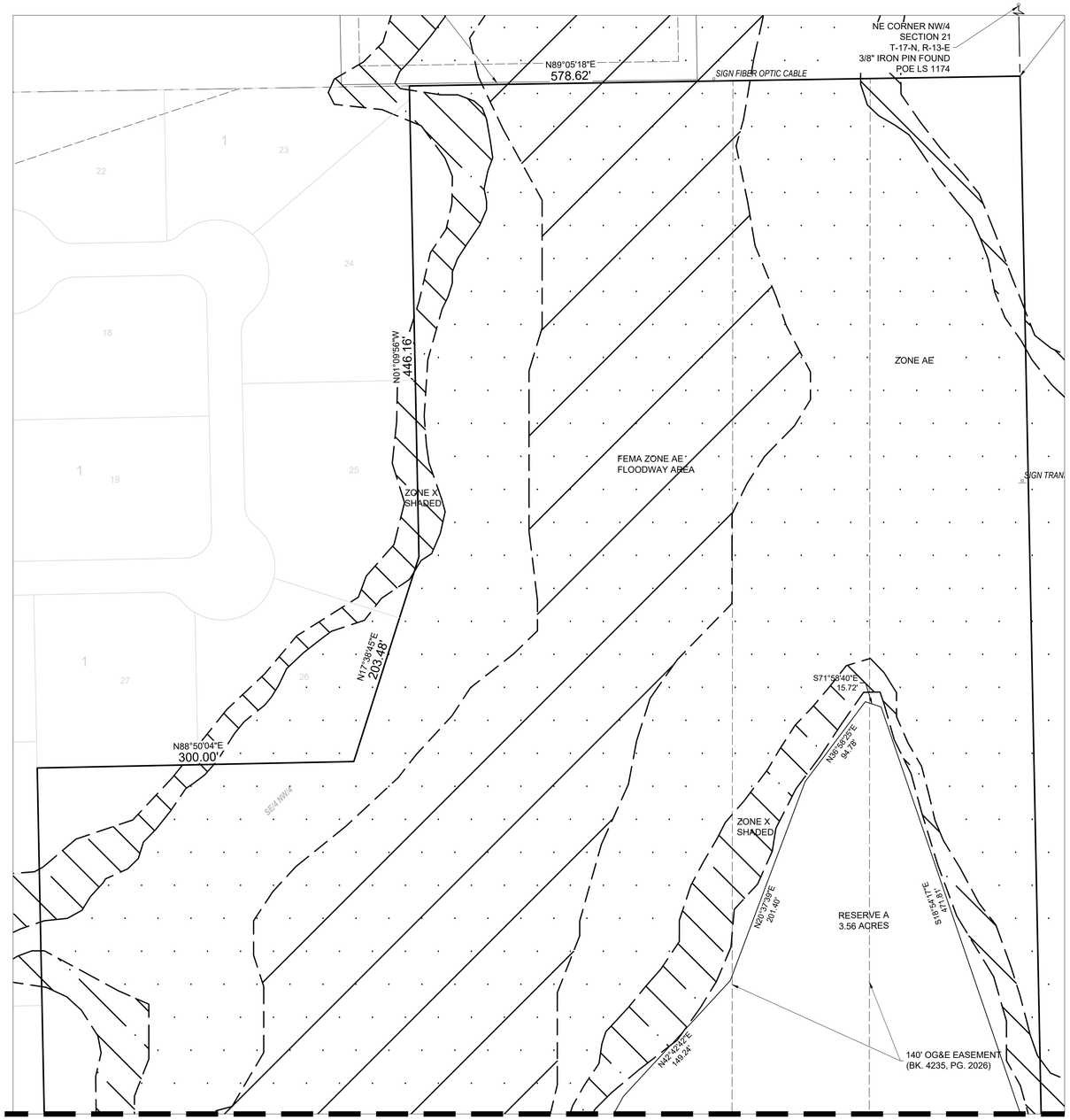
BENCHMARK

MAG NAIL IN CENTER OF S. HARVARD AVE. AT PROPERTY CORNER, 674.55 FEET SOUTH OF NORTHWEST CORNER OF BIXBY MEADOWS.

ELEV= 669.04 (NAVD 1988)



LOCATION MAP
SCALE: 1"=2000'



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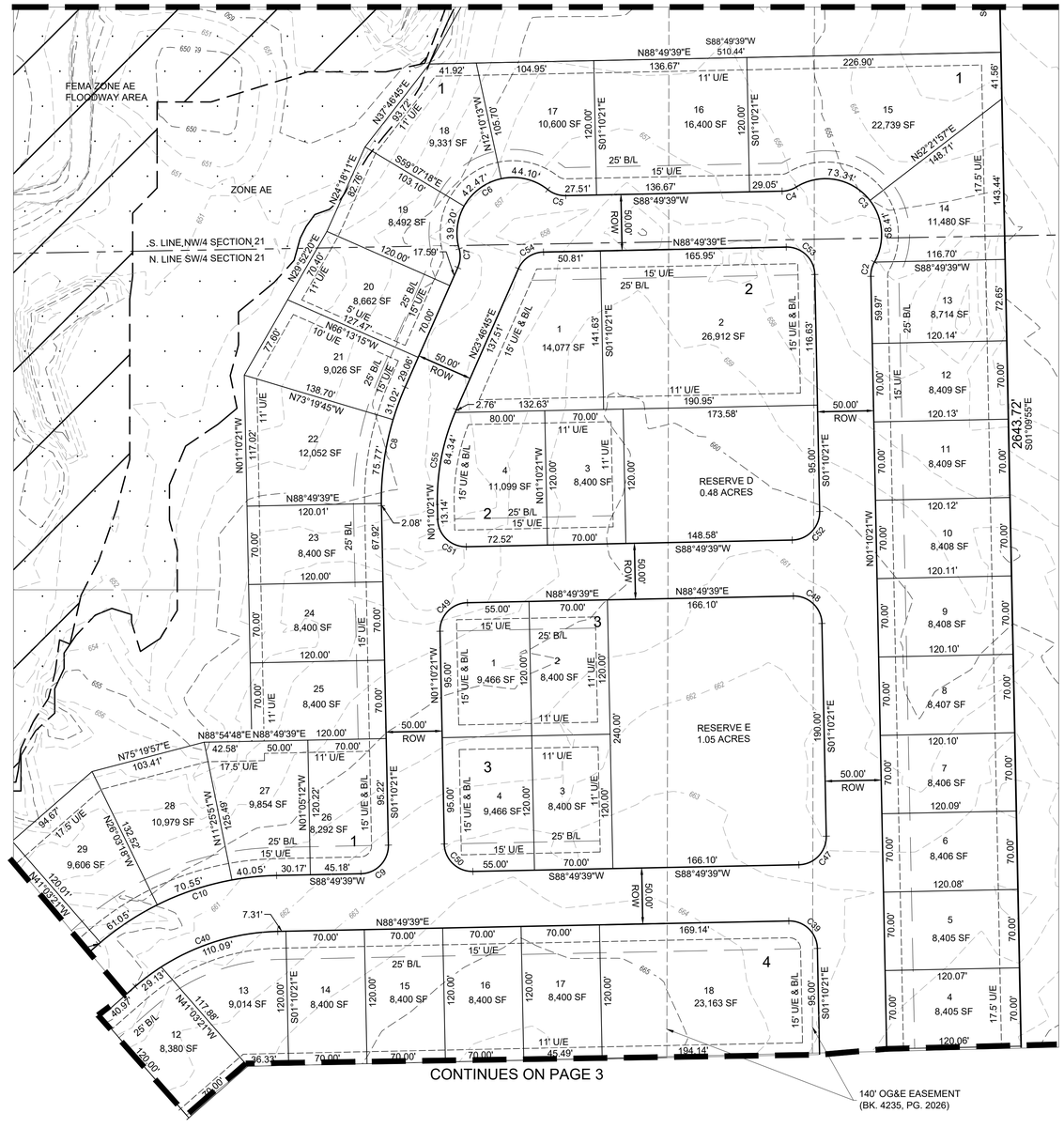


BIXBY MEADOWS II
Sheet 2 of 7
Date Prepared: October 1, 2025

PLOT DATE: Thu, 02 Oct 2025 FILE: P:\17\321-BIXBY MEADOWS PHASE II\BIXBY MEADOWS PHASE 2

PRELIMINARY PLAT

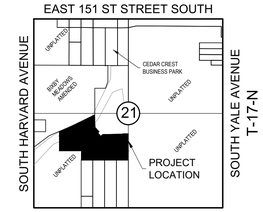
Bixby Meadows II

A TRACT OF LAND LOCATED IN THE PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

DRAWING SCALE: 1"= 60'
0 30 60 120

OWNER/DEVELOPER
WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

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



LOCATION MAP
SCALE: 1"=2000'

LEGEND

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
FL/E	FENCE AND LANDSCAPE EASEMENT
SF	SQUARE FEET
BK	BOOK
PG	PAGE
IPF	IRON PIN FOUND
XXXX	STREET ADDRESS
D/E	DRAINAGE EASEMENT

CONTACTS

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

UTILITIES

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

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

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

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

RWD #6 OKMULGEE CO.
11003 HECTORVILLE RD.
MOUNDS, OK 74047-0340
918-827-6350

BENCHMARK

MAG NAIL IN CENTER OF S. HARVARD AVE. AT PROPERTY CORNER, 674.55 FEET SOUTH OF NORTHWEST CORNER OF BIXBY MEADOWS.

ELEV= 669.04 (NAVD 1988)

CONTINUES ON PAGE 2
CONTINUES ON PAGE 3
CONTINUES ON PAGE 4
CONTINUES ON PAGE 4

EAST 161ST ST. SOUTH

SE CORNER NE/4 SW/4
SECTION 21
T-17-N, R-13-E
3/8" IRON PIN FOUND

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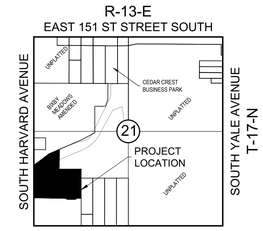


LOCATION MAP
SCALE: 1"=2000'

DRAWING SCALE: 1"= 60'
0 30 60 120

SUBDIVISION STATISTICS

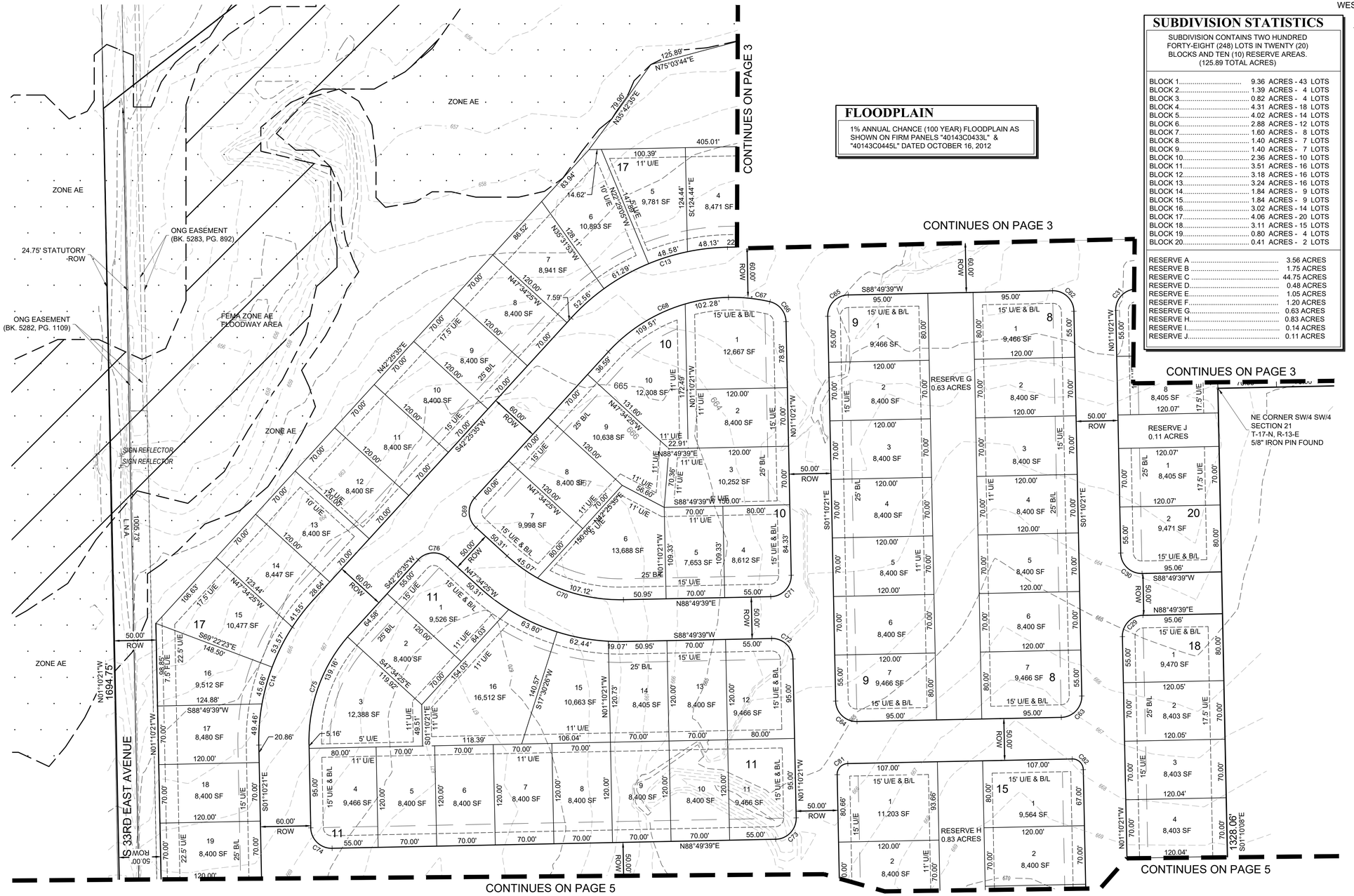
SUBDIVISION CONTAINS TWO HUNDRED FORTY-EIGHT (248) LOTS IN TWENTY (20) BLOCKS AND TEN (10) RESERVE AREAS.
(125.89 TOTAL ACRES)

BLOCK 1	9.36 ACRES -	43 LOTS
BLOCK 2	1.39 ACRES -	4 LOTS
BLOCK 3	0.82 ACRES -	4 LOTS
BLOCK 4	4.31 ACRES -	18 LOTS
BLOCK 5	4.02 ACRES -	14 LOTS
BLOCK 6	2.88 ACRES -	12 LOTS
BLOCK 7	1.60 ACRES -	8 LOTS
BLOCK 8	1.40 ACRES -	7 LOTS
BLOCK 9	1.40 ACRES -	7 LOTS
BLOCK 10	2.36 ACRES -	10 LOTS
BLOCK 11	3.51 ACRES -	16 LOTS
BLOCK 12	3.18 ACRES -	16 LOTS
BLOCK 13	3.24 ACRES -	16 LOTS
BLOCK 14	1.84 ACRES -	9 LOTS
BLOCK 15	1.84 ACRES -	9 LOTS
BLOCK 16	3.02 ACRES -	14 LOTS
BLOCK 17	4.06 ACRES -	20 LOTS
BLOCK 18	3.11 ACRES -	15 LOTS
BLOCK 19	0.80 ACRES -	4 LOTS
BLOCK 20	0.41 ACRES -	2 LOTS

RESERVE A	3.56 ACRES
RESERVE B	1.75 ACRES
RESERVE C	44.75 ACRES
RESERVE D	0.48 ACRES
RESERVE E	1.05 ACRES
RESERVE F	1.20 ACRES
RESERVE G	0.63 ACRES
RESERVE H	0.83 ACRES
RESERVE I	0.14 ACRES
RESERVE J	0.11 ACRES

FLOODPLAIN

1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN AS SHOWN ON FIRM PANELS "40143C0433L" & "40143C0445L" DATED OCTOBER 16, 2012



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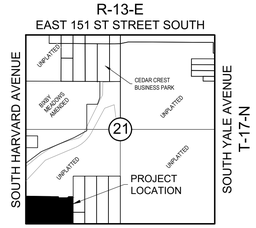

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DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSON BY THESE PRESENTS:

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

A TRACT OF LAND LOCATED IN THE PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION TWENTY-ONE (21), THENCE NORTH 01°10'21" WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 1694.75 FEET TO THE SOUTHWEST CORNER OF BIXBY MEADOWS AMENDED, DOCUMENT NO. 7101; THENCE NORTH 52°01'57" EAST ALONG THE SOUTHERLY LINE OF SAID BIXBY MEADOWS AMENDED, A DISTANCE OF 540.61 FEET; THENCE NORTH 65°37'56" EAST CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1000.00 FEET; THENCE NORTH 60°32'17" EAST CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 399.92 FEET TO THE SOUTHEAST CORNER OF SAID BIXBY MEADOWS AMENDED; THENCE NORTH 01°09'56" WEST ALONG THE EASTERLY LINE THEREOF, A DISTANCE OF 739.23 FEET; THENCE NORTH 88°50'04" EAST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°38'45" EAST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 203.48 FEET; THENCE NORTH 01°09'56" WEST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 446.16 FEET TO THE NORTHEAST CORNER OF SAID BIXBY MEADOWS AMENDED; THENCE NORTH 89°05'18" EAST, A DISTANCE OF 578.62 FEET TO THE EAST LINE OF THE WEST HALF (W/2) OF SECTION TWENTY-ONE (21); THENCE SOUTH 01°09'55" EAST ALONG SAID EAST LINE, A DISTANCE OF 2643.72 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4); THENCE SOUTH 88°48'05" WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 1324.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4); THENCE SOUTH 01°10'08" EAST ALONG THE EAST LINE THEREOF, A DISTANCE OF 1328.06 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4); THENCE SOUTH 88°36'55" WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 1324.08 FEET TO THE POINT OF BEGINNING. CONTAINING 5,483,985 SQUARE FEET OR 125.89 ACRES MORE OR LESS.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO TWO HUNDRED AND FORTY-EIGHT LOTS AND RESERVE AREAS "A", "B", "C", "D", "E", "F", "G", "H", "I" AND "J", IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "BIXBY MEADOWS II", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

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

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG SOUTH S HARVARD AVE AND E 161ST ST. SOUTH. ALL OTHER SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL, TRANSFORMER OR GAS SERVICE LINE TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT COVERING FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FOR IN THIS PARAGRAPH I.B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT.
2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT OF THE CITY OF BIXBY OR OKMULGEE COUNTY RURAL WATER DISTRICT NO. 6 WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BIXBY, OKLAHOMA OR IT'S SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SANITARY SEWER MAINS AND STORM SEWERS AND OKLMULGEE COUNTY RURAL WATER DISTRICT NO. 6 SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, AND OKLMULGEE COUNTY RURAL WATER DISTRICT NO. 6 OR IT'S SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.C SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF THE GAS SERVICE.
2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR THE DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER, OR HIS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

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

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. FENCE AND LANDSCAPE EASEMENT

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

H. RESERVE AREAS

1. THE USE OF RESERVE AREA A AND B ARE DEDICATED ON THE PLAT FOR THE SUBDIVISION WITH THE PRIMARY USE OF STORMWATER DETENTION FACILITIES AND WITH ADDITIONAL USE AS OPEN SPACE, FENCING, AND LANDSCAPING, AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA A WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BIXBY ZONING ORDINANCE REQUIREMENTS AND SHALL NOT INTERFERE WITH THE DESIGNED PURPOSE OF THE DETENTION FACILITIES.
2. THE USE OF RESERVE AREA C DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND FLOODPLAIN AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA C WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BIXBY ZONING ORDINANCE REQUIREMENTS FOR ANY PROPOSED FENCING IN FLOODPLAIN AREAS.
3. THE USE OF RESERVE AREA D, E, F, G, H, AND I ARE DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, DRAINAGE AND LANDSCAPING AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA C WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION.

I. DRAINAGE EASEMENTS

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BIXBY, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS ANY AREAS DESIGNATED ON THE PLAT AS "DRAINAGE EASEMENTS" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
2. DRAINAGE FACILITIES CONSTRUCTED IN ANY DRAINAGE EASEMENT SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE BIXBY, OKLAHOMA.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DRAINAGE EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF ANY GRADES OR CONTOURS IN THE EASEMENT AREAS, UNLESS APPROVED BY THE CITY OF BIXBY, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE APPROVAL. FENCING IS ALLOWED IN THE DRAINAGE EASEMENTS IF THE BOTTOM OF AN OPAQUE FENCE IS 6 INCHES ABOVE THE GRADE AND DOES NOT RESTRICT OVERLAND FLOW THROUGH THE EASEMENT, OR IF A NON-OPAQUE FENCE (CHAIN LINK, SPLIT RAIL, WROUGHT IRON FENCE) IS USED.
4. ANY DRAINAGE EASEMENTS AREAS AS DEPICTED ON THE ACCOMPANYING PLAT, SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS ON WHOSE LOTS THE EASEMENTS LIE AND BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BIXBY, OKLAHOMA, IN THE EVENT THE LOT OWNER(S) OR THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN DRAINAGE EASEMENTS OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BIXBY, OKLAHOMA MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE LOT OWNER(S) OR HOMEOWNERS' ASSOCIATION. IN THE EVENT THE LOT OWNER(S) OR HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST 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, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OWNER(S) OR HOMEOWNERS ASSOCIATION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE JUDICIALLY FORECLOSED BY THE CITY OF BIXBY.

J. MINIMUM BUILDING SETBACKS AND YARDS

1. NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.
2. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH.
3. THE MINIMUM REAR YARD SHALL BE TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.
4. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

I. LIMIT OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH HARVARD AVENUE AND E 161ST E AVE WITHIN THE BOUNDS DESIGNATED "LNA" OR "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT.

SECTION II. PRIVATE RESTRICTIONS

FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF BIXBY MEADOWS II, AND FOR THE PURPOSE OF MAINTAINING COMPATIBILITY OF THE IMPROVEMENTS THEREIN, 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.

I. ARCHITECTURAL COMMITTEE - PLAN REVIEW

NO BUILDING, STRUCTURE, FENCE, WALL, FREE STANDING MAILBOX SWIMMING POOL, OR CONCRETE DRIVEWAY SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BIXBY MEADOWS LLC, OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE" FOR EACH BUILDING OR STRUCTURE, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A PLOT PLAN DEPICTING THE FACING OF THE BUILDING, DRAINAGE AND GRADING PLANS, AND EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 10 DAYS AFTER THE SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED, AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED TO BE A WAIVER OF ANY RESTRICTION.

THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OF OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE ARCHITECTURAL COMMITTEE'S APPROVAL OF BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLES TO PROSECUTE.

THE ARCHITECTURAL COMMITTEE RESERVES THE RIGHT, IN THEIR SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME SO LONG AS OWNER/DEVELOPER IS THE OWNER OF ANY LOT TO AMEND, REVISE, OR ABOLISH ANY ONE OR MORE OF THE COVENANTS AND RESTRICTIONS IN THIS SECTION III BY AN INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY THEM AS THE ARCHITECTURAL COMMITTEE AND FILED IN THE COUNTY CLERK'S OFFICE IN THE COURTHOUSE OF TULSA COUNTY, STATE OF OKLAHOMA.

THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON JANUARY 1, 2029, BE DEEMED TRANSFERRED TO THE ASSOCIATION PROVIDED FOR IN SECTION IV, OR UPON WRITTEN ASSIGNMENT TO THE ASSOCIATION BY THE OWNER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

PRELIMINARY PLAT

Bixby Meadows II

OWNER/DEVELOPER
WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

A TRACT OF LAND LOCATED IN THE PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

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

J. FLOOR AREA

DWELLINGS SHALL HAVE A MINIMUM OF 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA, ONE AND ONE-HALF (1 ½) OR TWO (2) STORY DWELLING SHALL HAVE A MINIMUM 0F 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA; PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.

K. GARAGES

EACH DWELLING SHALL HAVE AN ATTACHED ENCLOSED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES. CARPORTS ARE PROHIBITED. GLASS IN VEHICULAR ENTRY DOORS SHALL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL. ALL COMMERCIAL VEHICLES SHALL BE PARKED INSIDE A LOT OWNER'S GARAGE UNLESS PERFORMING REPAIR, CONSTRUCTION OR MAINTENANCE.

L. FOUNDATIONS

THE EXTERIOR SURFACE OF ANY EXPOSED FOUNDATION, INCLUDING STEMWALLS, SHALL BE OF BRICK, STONE OR STUCCO.

M. MASONRY

SEVENTY-FIVE (100%) OF THE SURFACE OF THE FIRST FLOOR PLATE LINE OF EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE BRICK, STONE OR STUCCO, EXCEPT UNDER COVERED PORCHES AND PATIOS.

N. WINDOWS

VINYL OR WOOD WINDOWS SHALL BE USED, METAL WINDOWS ARE RESTRICTED, HOWEVER, THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST APPROVE A WAIVER OF THE METAL WINDOW RESTRICTIONS SET FORTH IN THIS SUBSECTION.

O. ROOF FLASHING

EXPOSED ROOF FLASHING, VENT PIPES AND CHIMNEY COVERS SHALL BE PAINTED.

P. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 8/12, PROVIDED HOWEVER, THAT A SHED ROOF OVER A PORCH OR DORMER SHALL HAVE A ROOF PITCH OF NO LESS THAN 4/12. ALL OTHER ROOF COMBINATIONS WILL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL.

Q. ROOFING MATERIALS

ROOFING SHALL BE SELF-SEALING CERTAINTEED LANDMARK WEATHERWOOD COLOR COMPOSITION SHINGLES OR EQUIVALENT; PROVIDING HOWEVER, IN THE EVENT SUCH ROOFING SHOULD HEREINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON A DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND QUALITY WHICH IS COMPATIBLE WITH THE ROOFING FIRST DESCRIBED.

R. ON-SITE CONSTRUCTION

NO EXISTING OR OFF-SITE BUILT DWELLING MAY BE MOVED ONTO OR PLACED ON ANY LOT.

S. OUTBUILDING

OUTDOOR STORAGE BUILDINGS ARE NOT PERMITTED. OTHER OUTBUILDINGS, SUCH AS GAZEBOS, CABANAS, OR DETACHED GARAGES SHALL BE PERMITTED SUBJECT TO THE APPROVAL OF THE LOCATION, STYLE AND MATERIALS USED IN THE CONSTRUCTION BY THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION, AND PROVIDING THAT THE OUTBUILDING IS COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE. NO OUTBUILDING SHALL BE ERECTED IN A LOCATION ON THE LOT THAT THE ARCHITECTURAL COMMITTEE DETERMINES WOULD REASONABLY OBSTRUCT THE VIEW OF A WATER FEATURE OR A GREENBELT FROM ANOTHER LOT.

T. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

U. INTERIOR FENCING

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE OF THE LOT, AND IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. INTERIOR FENCES OR WALLS SHALL BE OF WOOD, BRICK, STUCCO, NATURAL STONE OR WROUGHT IRON. CHAIN LINK, BARBED WIRE, MESHED OR OTHER METAL FENCING IS SPECIFICALLY PROHIBITED. NO INTERIOR FENCE OR WALL SHALL EXCEED SIX (6) FEET IN HEIGHT. WOOD FENCING SHALL BE CAPPED AND HAVE THE SMOOTH SIDE FACING THE STREET. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

V. PERIMETER FENCING

THE OWNER/DEVELOPER SHALL INSTALL MASONRY FENCING ON NORTH, EAST AND SOUTH PROPERTY LINES OF THE SUBDIVISION. EACH LOT OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE FOR SAID FENCING ABUTTING THEIR LOT.

W. ANTENNAS

EXTERIOR TELEVISION, "CB", RADIO OR OTHER TYPES OF ANTENNA SHALL BE PROHIBITED, PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICES NOT EXCEEDING 20 INCHES IN DIAMETER AND NOT VISIBLE FROM THE FRONT BOUNDARY OF THE LOT, SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

P. LOT MAINTENANCE AND LANDSCAPING

EACH LOT SHALL BE PROFESSIONALLY LANDSCAPED AND FULLY SODDED PRIOR TO OCCUPANCY. EACH LOT SHALL INSTALL, OPERATE, AND MAINTAIN AN UNDERGROUND, PERMANENT IRRIGATION SYSTEM THAT COVERS THE FULL LOT. EACH LOT SHALL BE REQUIRED TO INSTALL AND MAINTAIN, AT LEAST ONE TREE IN THE FRONT YARD, MINIMUM 2" IN DIAMETER.

THE ASSOCIATION SHALL SELECT A VENDOR FOR YARD MAINTENANCE AS A PORTION OF THE LOT OWNER'S DUES. THE LOT OWNERS AUTHORIZE ANY SUCH VENDOR SELECTED BY THE HOMEOWNER'S ASSOCIATION TO ACCESS THE LOTS IN ORDER TO PERFORM YARD MAINTENANCE AND LANDSCAPING SERVICES. ANY LOT OWNER THAT OPTS OUT OF THIS SERVICE WILL NOT RECEIVE ANY DUES REDUCTION. LOTS THAT OPT OUT OF THIS SERVICE ARE REQUIRED TO MAINTAIN THEIR LOTS TO THE SUBDIVISION STANDARD. NO ADDITIONAL OUTSIDE YARD VENDORS THAT PERFORM SIMILAR YARD MAINTENANCE SERVICES ARE ALLOWED.

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT UNSIGHTLY GROWTH OF WEEDS OR TALL GRASS.

Q. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS, MOTORHOMES AND SIMILAR RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS IF IN VIEW FROM AN ADJOINING STREET OR FROM AN ADJOINING LOT.

R. CLOTHESLINES AND TRASH RECEPTACLES

EXTERIOR CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED, GARBAGE CANS AND OTHER TRASH RECEPTACLES SHALL BE OUT OF VIEW FROM ANY ADJOINING STREET OR FROM ANY ADJOINING LOT EXCEPT DURING REASONABLE TIMES NECESSARY TO PERMIT CURBSIDE PICKUP. ONLY ONE COMMERCIAL TRASH SERVICE AT ANY TIME SHALL BE PERMITTED TO OPERATE WITHIN THE SUBDIVISION. SAID TRASH SERVICE SHALL BE DESIGNATED BY THE BOARD OF THE ASSOCIATION.

S. MAILBOXES

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

T. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD, OR KEPT EXCEPT THAT TWO DOGS, TWO CATS, OR OTHER CUSTOMARY HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT USED FOR COMMERCIAL PURPOSES. FOR THE PURPOSES OF THIS PARAGRAPH III.T, POT-BELLIED PIGS, PONIES AND KANGAROOS ARE NOT CUSTOMARY HOUSEHOLD PETS.

U. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE, OR MAY BECOME ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

V. SIGNAGE

NO SIGN OTHER THAN CUSTOMARY NAME PLATE AND ADDRESS SHALL BE LOCATED ON ANY LOT IN PUBLIC VIEW, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. NO RENT OR LEASE SIGNS ARE ALLOWED.

W. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS, THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

X. SPORTING EQUIPMENT, PLAY STURCTURES/TRAMPOLINES

NO BASKETBALL GOALS OR OTHER SPORTING EQUIPMENT SHALL BE VISIBLE FROM THE STREET. PLAY STRUCTURES AND TRAMPOLINES ARE RESTRICTED TO BACK AND SIDE YARDS AND MUST BE SETBACK A MINIMUM OF FIVE FEET (5 FT.) FROM ALL PROPERTY LINES. PLAY STRUCTURES IN EXCESS OF TEN FEET (10 FT.) IN HEIGHT MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO INSTALLATION. TRAMPOLINES ARE PERMITTED IN REAR YARDS PROVIDED THEY DO NOT EXCEED SIX FEET (6 FT.) IN HEIGHT AND ARE OUT OF VIEW OF ADJOINING LOT OWNERS.

Y. ON STREET PARKING LIMITATIONS

ON - STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE ASSOCIATION MAY PERMIT, BY RULES AND REGULATIONS, ON- STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION. COMMERCIAL VEHICLES PERFORMING MAINTENANCE AND REPAIRS SHALL NOT EXCEED 24 HOURS AT ANY ONE PERIOD OF TIME.

SECTION III. HOMEOWNERS ASSOCIATION

A. FORMATION OF HOMEOWNERS ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN BIXBY MEADOWS II TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION , INCLUDING BUT WITHOUT LIMITATION, RESERVE "A & B" AND THE FENCE EASEMENT FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF BIXBY MEADOWS. THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

B. MANDATORY MEMBERSHIP

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

C. ASSESSMENT

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

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

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

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY WEST AVENUE INVESTMENTS, LLC DURING SUCH PERIOD THAT WEST AVENUE INVESTMENTS, LLC IS THE OWNER OF AT LEAST 5 RESIDENTIAL LOTS WITHIN BIXBY MEADOWS II OR ALTERNATIVELY THE COVENANTS CONTAINED WITHIN SECTION II MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE RESIDENTIAL LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY WEST AVENUE INVESTMENTS, LLC (DURING ITS OWNERSHIP OF AT LEAST 5 RESIDENTIAL LOTS), AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF 75% OF THE RESIDENTIAL LOTS WITHIN BIXBY MEADOWS, THE INSTRUMENT EXECUTED BY WEST AVENUE INVESTMENTS, LLC SHALL PREVAIL DURING THE TIME OF WEST AVENUE INVESTMENTS, LLC'S OWNERSHIP OF AT LEAST 5 RESIDENTIAL LOTS, 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, JUDGEMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, WEST AVENUE INVESTMENTS, LLC HAS EXECUTED THIS INSTRUMENT THE ____DAY OF _____, 2025.

WEST AVENUE INVESTMENTS, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
GLENN SHAW, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ___ DAY OF _____, 2025, BY GLENN SHAW, MANAGER OF WEST AVENUE INVESTMENTS, LLC.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

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

NOT FOR CONSTRUCTION
MIKEL L. STEWART
1983
OKLAHOMA
THIS DOCUMENT IS PRELIMINARY AND DOES NOT CONSTITUTE A FINAL SIGNED AND SEALED DOCUMENT.

_____
MIKEL L. STEWART
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 2105

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

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

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

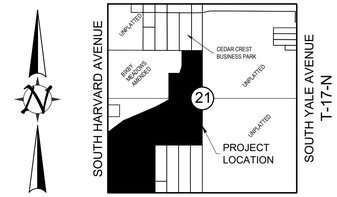
ALAN ANDREW BETCHAN
Notary Public
State of Oklahoma
Commission #19011877
Expires: Nov. 25, 2027

PLOT DATE: Thu, 02 Oct 2025 FILE: P:\17192-BIXBY MEADOWS PHASE II\BIXBY MEADOWS PHASE 2

CONCEPTUAL UTILITY

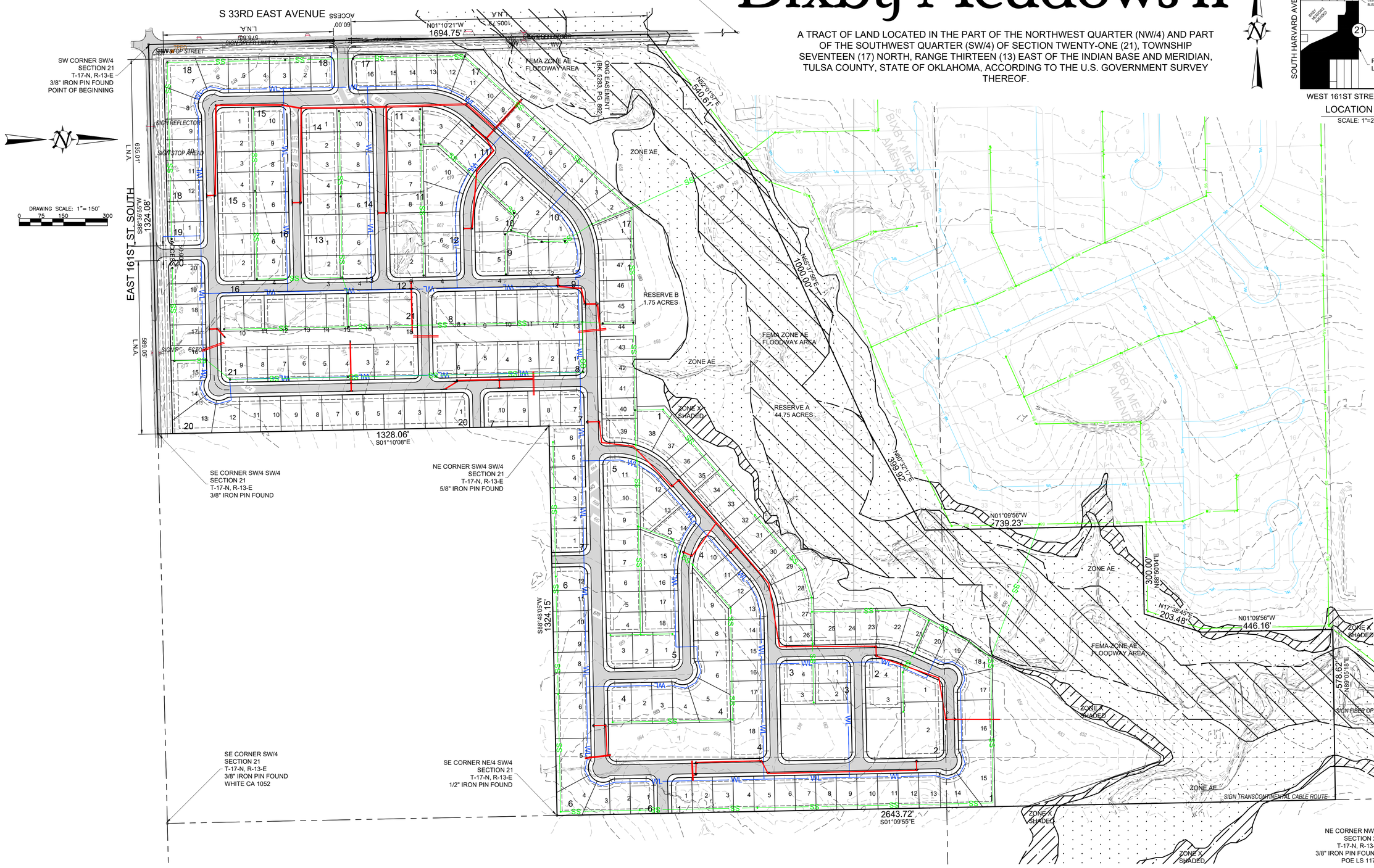
Bixby Meadows II

A TRACT OF LAND LOCATED IN THE PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.



LOCATION MAP

SCALE: 1"=2000'



BIXBY MEADOWS II

Sheet 1 of 5

Date Prepared: October 1, 2025

PLOT DATE: Thu, 02 Oct 2025 FILE: P:\17321-BIXBY MEADOWS PHASE II\BIXBY MEADOWS PHASE 2

CONCEPTUAL UTILITY

Bixby Meadows II

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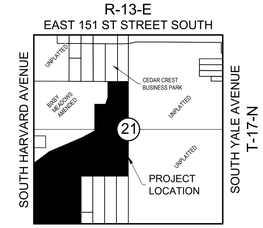
DRAWING SCALE: 1"= 60'
0 30 60 120

OWNER/DEVELOPER
WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

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



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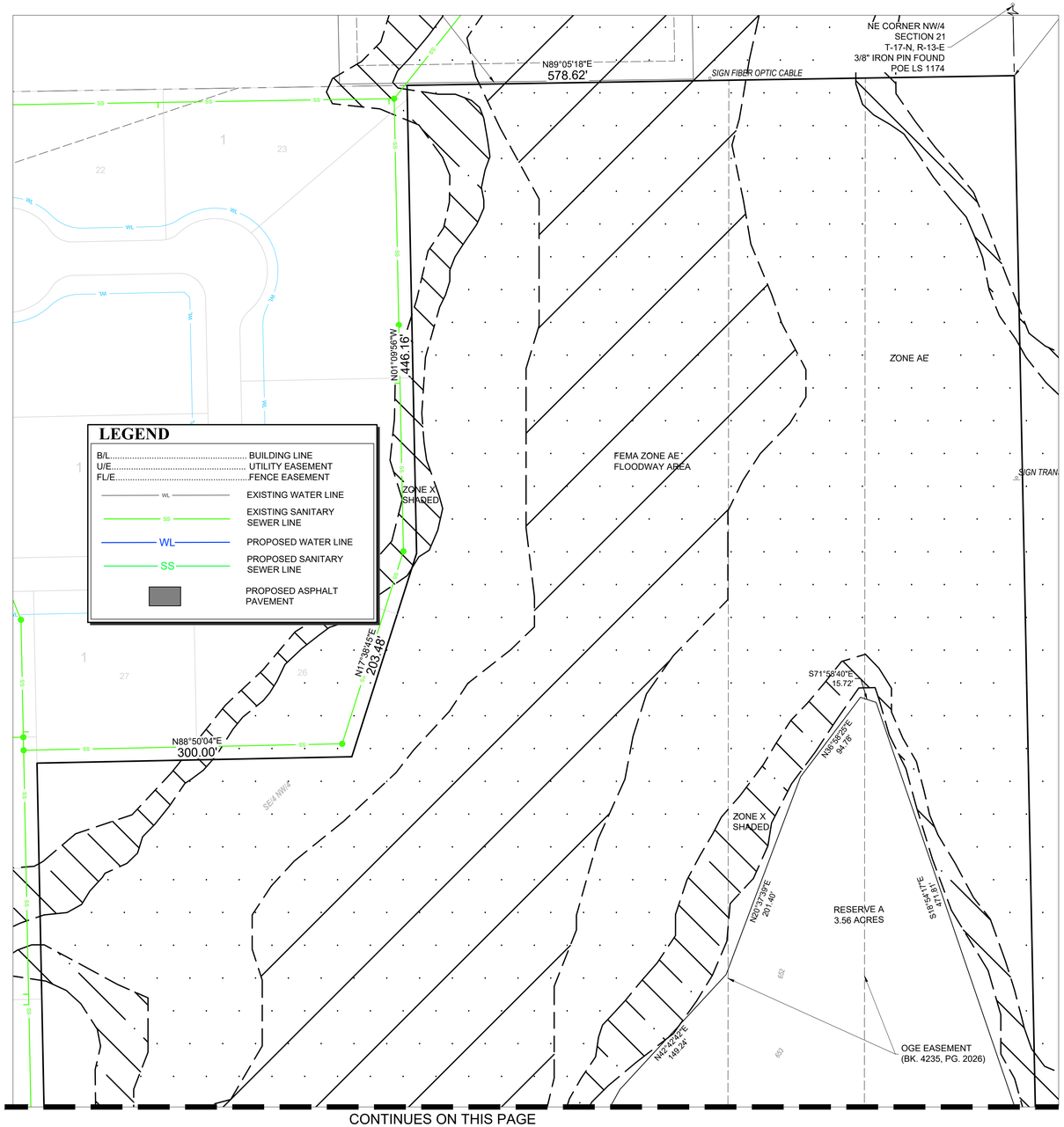
SCALE: 1"=2000'



LEGEND

B/L	BUILDING LINE
U/E	UTILITY EASEMENT
FL/E	FENCE EASEMENT
WL	EXISTING WATER LINE
SS	EXISTING SANITARY SEWER LINE
WL	PROPOSED WATER LINE
SS	PROPOSED SANITARY SEWER LINE
	PROPOSED ASPHALT PAVEMENT

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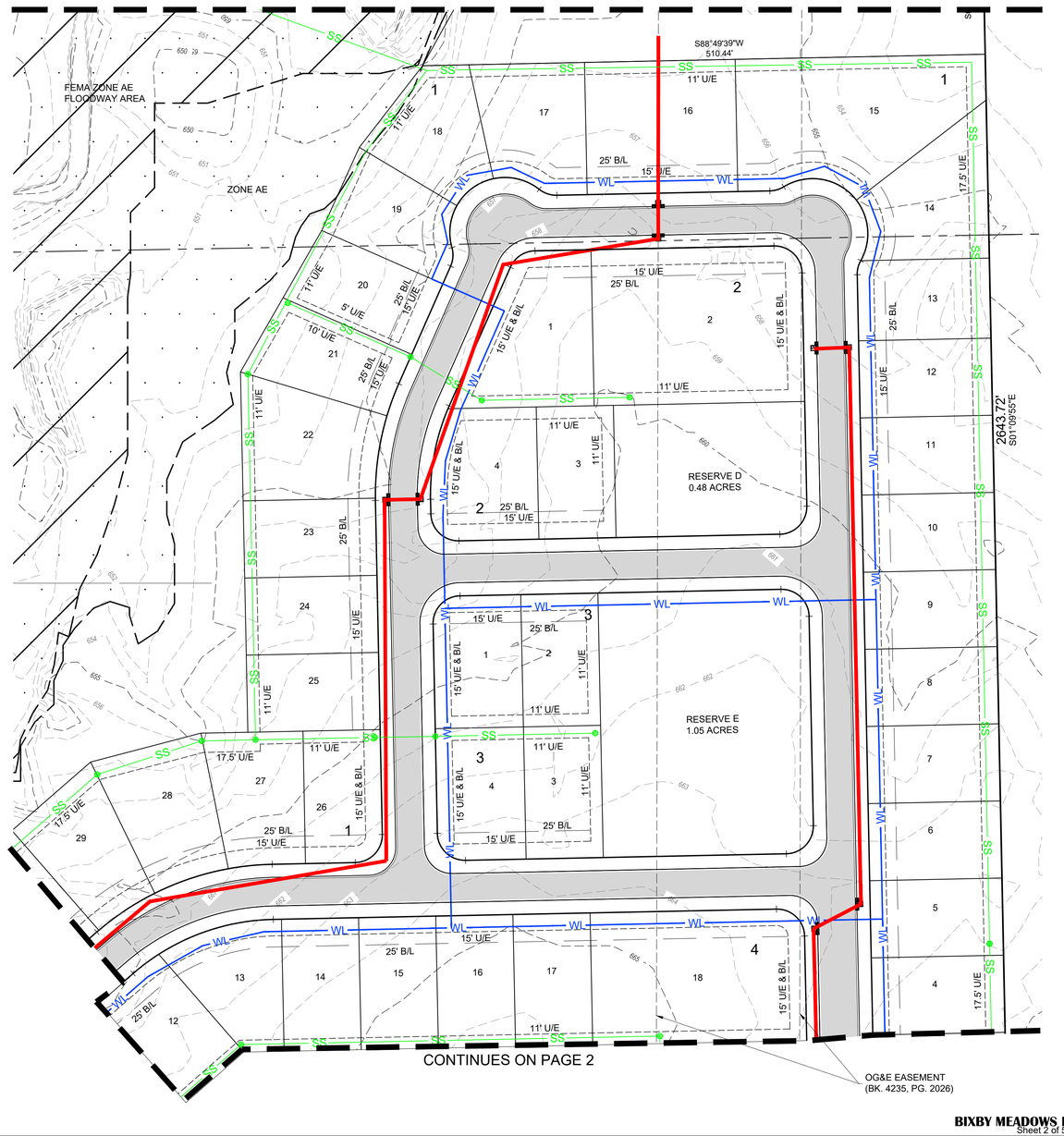

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BIXBY MEADOWS II
Sheet 2 of 5
Date Prepared: October 1, 2025

PLOT DATE: Thu, 02 Oct 2025 FILE: P:\17\13\2-BIXBY MEADOWS PHASE II\BIXBY MEADOWS PHASE 2

CONCEPTUAL UTILITY

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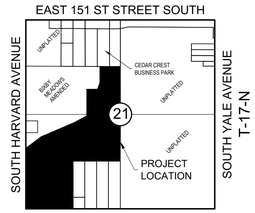

LOCATION MAP
SCALE: 1"=2000'

DRAWING SCALE: 1"= 60'
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LEGEND

B/L	BUILDING LINE
U/E	UTILITY EASEMENT
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WL	EXISTING WATER LINE
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SS	PROPOSED SANITARY SEWER LINE
	PROPOSED ASPHALT PAVEMENT

PLOT DATE: Thu, 02 Oct 2025 FILE: P:\17\21-BIXBY MEADOWS PHASE II\BIXBY MEADOWS PHASE 2

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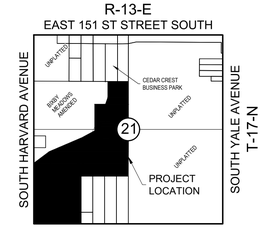

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DRAWING SCALE: 1"= 60'
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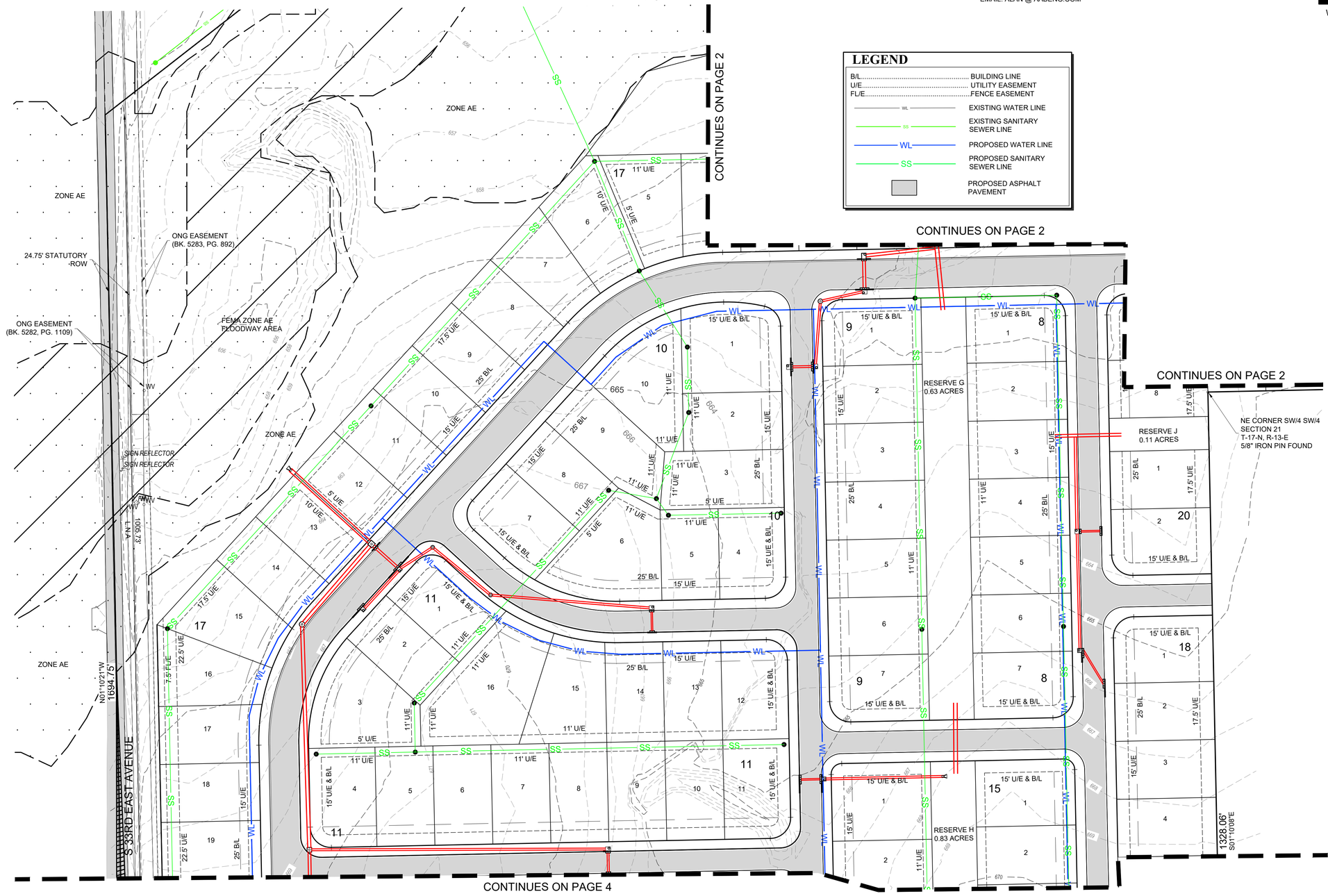

BIXBY MEADOWS II
Sheet 4 of 5

Date Prepared: October 1, 2025

PLOT DATE: Thu, 02 Oct 2025 FILE: P:\17\13\21-BIXBY MEADOWS PHASE II\BIXBY MEADOWS PHASE 2

CONCEPTUAL UTILITY

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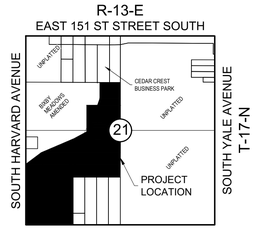

LOCATION MAP
SCALE: 1"=2000'

DRAWING SCALE: 1"= 60'
0 30 60 120

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LEGEND

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U/E	UTILITY EASEMENT
FL/E	FENCE EASEMENT
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WL	PROPOSED WATER LINE
SS	PROPOSED SANITARY SEWER LINE
	PROPOSED ASPHALT PAVEMENT

S HARVARD AVENUE
EAST 161ST ST. SOUTH
RWD #6 EASEMENT (BK. 3854, PG. 459)
SIGN SPEED LIMIT 50
24.75' STATUTORY ROW
ONEOK RIGHT OF WAY (DOC.#2012114403)
24.75' STATUTORY ROW
SW CORNER SW/4 SECTION 21 T-17-N, R-13-E 3/8" IRON PIN FOUND POINT OF BEGINNING
SE CORNER SW/4 SW/4 SECTION 21 T-17-N, R-13-E 3/8" IRON PIN FOUND
1324.08' S88°36'55"W
589.05' L.N.A.
635.01' L.N.A.
50.00' ACCESS
60.00' ACCESS
575.83' L.N.A.
SIGN STOP STREET
SIGN REFLECTOR
SIGN STOP AHEAD
SIGN REFLECTOR
RESERVE I 0.14 ACRES
TPED
WV

PLOT DATE: Thu, 02 Oct 2025 FILE: P:\17\13\21-BIXBY MEADOWS PHASE II\BIXBY MEADOWS PHASE 2

111 North Cabaniss
P.O. Box 70
Bixby, OK 74008
T: 918.366.4430
www.bixbyok.gov

November 6, 2025

To: Gladys Gill, Development Service
From: Gwen Plante, on behalf of Bixby Public Works, Engineering

Reference: Bixby Meadows II

Gladys,

Please see the comments below from our Engineering Department on the Preliminary Plat for Bixby Meadows II.

This review includes only engineering items. Items under Development Services purview – such as the Comprehensive Plan, Zoning Code, or Subdivision Regulations – were not part of this review.

The Preliminary Plat comments as follows:

1) No easement is provided for the storm sewer crossing Lot 16, Block 1. Off-site discharge of stormwater may require additional easement or Reserve area.
2) Waterlines must be located within the road right-of-way and front U/E so as to provide maintenance clearances approved by the Public Works Department. Many of the line alignments appear to be proposed immediately adjacent to the U/E.
3) Sanitary sewer lines must be located within Utility Easements so as to provide maintenance clearances approved by the Public Works Department.
4) The waterline serving the west side of Blocks 2 and 3 should be relocated to the west side of the proposed roadway, eliminating the mid-lot crossing.

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5) The sanitary sewer line between Lots 20 and 21 is provided with a 15' U/E easement corridor rather than an 11' back-to-back easement. This width must be approved by the Public Works Department.

6) Only 11' of U/E is provided on the north side of Lots 15 – 18, Block 1 and on the west side of Block 1, Lots 18 – 25. If the adjacent property has not been designated as a Reserve and U/E, this easement width must be increased to 17.5'

7) Only 11' is provided for the sanitary sewer along the north side of Lot 26, Block 1. The adjacent 17.5' easement must be extended across Lot 26 as well to provide for sufficient maintenance clearances.

8) The U/E along the west side of Lots 30 – 38 is labeled as both a 17.5' U/E and an 11' U/E. All sections should be 17.5'.

9) The U/E along the north side of Lots 1 – 3, Block 17 and Lots 40 – 43, Block 1 should be 17.5' unless the Reserve B is also a designated U/E.

10) The waterline on the north side of Block 5 should remain on the north side of the proposed roadway.

11) Reserve F must also be designated as a U/E.

12) The terminal manholes at the following locations must be located within 20' of the proposed back of curb:

- Lots 3 and 4, Block 5
- Lot 1, Block 4
- Lot 1, Block 10

13) An additional manhole must be added on the west side of Lot 3, Block 10 to provide for a better sewer line fit within the easement corridor.

14) Off-site discharge of stormwater indicated between Lots 12 and 13, Block 17. The 15' U/E provided must be approved by the Public Works Department. The off-site discharge may require additional easement or Reserve area.

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15) Reserve J must also be designated as a U/E. The storm sewer plan at this location is unclear. Pipe openings are shown for both Lot 3, Block 8 and for Reserve J.

16) The waterline serving Lots 1 and 10, Block 10 should be relocated to the west/north side of the roadway, connecting to an extension of the line on the west side of Block 9, transitioning alignments at an intersection.

17) The waterline serving Blocks 8, 15, and 18 should be located on the east side of the roadway.

18) Reserves G, H, and I must also be designated as U/Es.

19) The waterline connection to 161st is shown to cross Lot 14, Block 16 outside of any proposed easements or rights-of-way.

Just let me know if you have any questions or comments.

Thanks.

CITY OF BIXBY
111 N Cabaniss Ave
Bixby, OK 74008
(918) 366-4430

STAFF REPORT

TO:	Planning Commission
FROM:	Gladys Gill, Assistant Planner
DATE:	November 17, 2025
NAME:	Sheridan Hollow
CASE(S):	**PLANNED UNIT DEVELOPMENT MINOR AMENDMENT** | PUD-52 MI.01 **PRELIMINARY PLAT** | BXPT-25.11
LOCATION:	East 118th Street South & South Sheridan Road
EXISTING ZONING:	Residential Single-Family (RS-2) with supplemental PUD-52
PROPOSED ZONING:	No change
STR:	Section 35, Township 18N, Range 13E
APPLICANT:	AAB Engineering, LLC

REQUEST: The applicant, AAB Engineering, LLC, requests approval of a minor amendment to Planned Unit Development (PUD) PUD-52 and a Preliminary Plat for a proposed development known as Sheridan Hollow.

BACKGROUND: The amendment modifies the development standards originally adopted in Cypress Springs PUD-52 (2007). The updated PUD maintains the same residential use and general design but increases the number of lots, reduces frontage and front setbacks, and adds architectural requirements.

The plat proposes the subdivision of the 8-acre PUD into 21 single-family lots, one gated private street, two reserve areas, and associated utilities and drainage improvements. This plat will serve as the detailed site plan as required by PUD-52.

SURROUNDING ZONING AND LAND USE:

North:	(RS-2) Residential Single Family: PUD-82: Somerset
South:	(CS) Commercial Shopping: Vacant; (AG) Agriculture: Vacant
East:	(RS-2) Residential Single Family: PUD-82: Somerset
West:	City of Tulsa city limits

Figure 1: Existing zoning for surrounding areas.

DEVELOPMENT STANDARDS

The applicant proposes the following revisions while maintaining the same land use:

- Max lots: 21 (increase of 3)
- Min lot size: 12,000 sq ft (same as original)
- Min frontage: 70 ft (reduced from 85 ft)
- Setbacks:
  - 25' front
  - 15' corner
  - 20' rear
  - 5'/5' side
- Architecture:
  - Min 2,000 sq ft homes
  - 100% masonry to first-floor top plate
- Streets: Private cul-de-sac (same)
- HOA responsibilities unchanged
- Landscaping: Chapter 12 (unchanged)

These changes do not alter the PUD boundary, permitted use, circulation, or the fundamental character of the subdivision.

HOA

Required to maintain the private street, reserve areas, fencing, and detention.

ACCESS & CIRCULATION

Both the original and amended PUD provide a single point of access from South Sheridan Road into a private cul-de-sac system. The single access point must be reviewed and approved by the Fire Marshal.

The cul-de-sac length must comply with Fire Code provisions for turnarounds, hose lay distances, and emergency access.

Street sections, pavement widths, curb radii, and hydrant spacings will be evaluated during the construction plan review.

Figure 2: Conceptual Site Plan

UTILITIES AND STORMWATER

- All utilities available in the area; extensions will be reviewed by City and franchise utility providers.
- Runoff will be directed to Reserve A, which will function as the primary stormwater detention facility. Reserve A must be designated as a U/E (Utility Easement) in addition to its use as a detention area.
- Detention is required to regulate discharge onto off-site properties and must meet City of Bixby standards.

COMPREHENSIVE PLAN

The site is designated Low-Density Residential, and both the PUD amendment and plat remain consistent with this designation.

COMPLIANCE WITH PUD AMENDMENT CRITERIA

Under §11-7-10, a Minor Amendment is allowed when:

- Uses do not change
- Density does not substantially increase
- Setback or design changes do not create external impacts
- No additional access points or street network changes are proposed
- Boundaries remain unchanged

All criteria above are met.
Therefore, the request is correctly classified as a Minor Amendment.

PUBLIC INPUT:

After the public notice and publication, I received a call from a nearby resident who inquired about the amendment.

ENGINEERING COMMENTS: See attached.

STAFF COMMENTS:

The requested PUD amendment and Preliminary Plat are consistent with the City's long-term planning objectives. The PUD ensures that development standards are applied at a higher standard than would be required by straight zoning.

The plat aligns with the updated Planned Unit Development (PUD) standards and meets the required specifications for lot depth, width, and design. However, the Engineering department has identified several necessary items that need to be addressed, including drainage easements, detention improvements, utility easements, and off-site discharge requirements. All of these issues can be resolved during the final plat approval or the construction plan phase.

Staff has no objections to approving the PUD amendment and Preliminary Plat. However, Staff's comments are contingent upon this approval and are subject to the following conditions:

- Recorded agreement for off-site discharge onto the southern property.
- Compliance with the amended setback, frontage, lot size, and architectural standards.
- Submission and approval of a Final Plat by the Planning Commission and City Council must be recorded with the County Clerk prior to the release of any building permits.

FIGURES:

Figure 1: Existing Zoning
Figure 2: Conceptual Site Plan

ATTACHMENTS:

Attachment 1: PUD Text dated July 2025
Attachment 2: Preliminary Plat
Attachment 3: Engineering Comments dated November 6, 2025

Sheridan Hollow

Planned Unit Development
Minor Amendment PUD-52

Prepared
September 30, 2025

Location
E 118th St South and S Sheridan Road
Bixby, OK 74008

Developer
Bison Civil, LLC
PO BOX 648
Muskogee, Ok

Prepared By:

AAB Engineering, LLC
Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
Office: (918) 514-4283 Fax: (918) 514-4288

Development Concept

Sheridan Hollow is a proposed single-family planned unit development (PUD), comprised of 8.00 acres located at East 118th Street South on the east side of South Sheridan Road. The site has tree cover over approximately two thirds of the property and is characterized by flat to gently rolling terrain that is bounded on the north, east, and south by undeveloped, AG zoned land, and on the west by South Sheridan Road. The majority of the on-site slopes are in the 0-5% range, with small portions of 5-10% slopes located along the northeast and northwest portions of the property, with a very small section of 10-15% slopes located along a small drainageway in the northwestern portion of the site. The development has approximately 425 feet of frontage on South Sheridan Road.

The soil types found on site are typical for the area, well drained, moderately to moderately rapid permeable soils, and will create no unusual developmental problems. Overall, this site has excellent development possibilities.

Sheridan Hollow is zoned for PUD-52/RS-2 for single family detached residential. Previously approved Cypress Springs PUD-52 had the same general design concept with 3 notable changes to increase the financial viability of the overall project while maintaining quality homes. The proposed planned unit development amendment would allow for a maximum of 21 single-family detached homes on an average lot size of 70' X 160' and a front set back of 25ft. Vehicular circulation inside Sheridan Hollow will be provided by a private street system which will consist of a one cul-de-sac road. Access into the Sheridan Hollow development will be provided from South Sheridan Road.

A homeowners' association is to be established at Sheridan Hollow, whose responsibilities will include the maintenance of the landscaped entries, private streets, perimeter fencing, and any common areas.

Development Area A Development Standards

Development Area A shall be developed in accordance with the Bixby Zoning Code and the use and development regulations of the CS district, except as hereinafter modified.

Gross Land Area:	8.00 acres
Net Land Area:	7.51 acres
Permitted Uses:	Single Family Detached Dwellings
Maximum Number of Lots:	21
Mimimum Lot Size	12,000 sq ft
Minimum Lot Frontage	70 ft
Minimum Building Setbacks:	
• Front Yard	25 ft
• Corner Lot Side Yard	15 ft
• Rear Yard	20 ft
• Side Yard	5ft/5ft

Landscaping and Screening

Landscaping shall be provided in accordance with Chapter 12, Landscape Requirements, of the Bixby Zoning Ordinance. Any landscape material which fails shall be replaced in accordance with the criteria contained in Chapter 12, Landscape Requirements, of the Bixby Zoning Ordinance.

Fire Protection

During the planning and engineering phase of the project, the engineer will work with the Fire Marshall's office to ensure that adequate circulation can be achieved for fire trucks.

Architectural.

All homes constructed within the development shall have a minimum square footage of 2,000 square feet with a minimum first floor square footage of 2,000 square feet. All homes shall be constructed of 100% masonry to the first-floor top plate, excluding windows, covered porches, and patios.

Homeowners' Association

The Homeowners' Association, to be established at Sheridan Hollow, will have as its main objective, the maintenance of the private street system, landscaped entryways, and reserve areas. Membership in the Sheridan Hollow Homeowners 'Association will be mandatory for all home and/ or lot owners.

Site Plan Review

The final subdivision plat of Sheridan Hollow shall serve as the required detailed site plan, necessitating review and approval by both the Bixby Planning Commission and the Bixby City Council.

Platting

No Building permit shall be issued until the planned unit development project has been included within a subdivision plat, submitted to and approved by the Bixby Planning Commission and the Bixby City Council, and duly filed of record. The deed of dedication of the required subdivision plat shall include covenants of record, enforceable by the City of Bixby, setting forth the development standards of the planned unit development.

Expected Schedule of Development

Development of this project is expected to commence immediately after City of Bixby approval of this PUD and necessary engineering plans.

Legal Description

Overall PUD Legal Description

A TRACT OF LAND SITUATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4); THENCE NORTH 00°51'24" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4), A DISTANCE OF 470.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°51'24" WEST A DISTANCE OF 427.14 FEET; THENCE NORTH 88°46'13" EAST ALONG THE SOUTH LINE OF BLOCK THREE (3) OF SOMERSET, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, A DISTANCE OF 826.53 FEET TO THE SOUTHEAST CORNER OF LOT 7 OF SAID BLOCK 3; THENCE SOUTH 00°52'36" EAST ALONG THE WEST LINE OF LOTS FIVE (5), FOUR (4), THREE (3), TWO (2), AND ONE (1) OF SAID BLOCK THREE (3) AND LOTS EIGHT (8) AND SEVEN (7) OF BLOCK ONE (1) OF SAID SOMERSET ADDITION, A DISTANCE OF 427.05 FEET; THENCE SOUTH 88°45'51" WEST A DISTANCE OF 826.68 FEET TO THE POINT OF BEGINNING. CONTAINING 353,031 SQUARE FEET OR 8.10 ACRES, MORE OR LESS.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE WEST LINE OF THE SOUTHWEST QUARTER (SW/4) BEING NORTH 00°51'24” WEST.

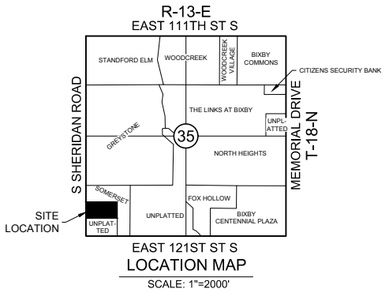
THIS LEGAL DESCRIPTION WAS PREPARED ON SEPTEMBER 24, 2025, BY MIKEL L. STEWART, OKLAHOMA LICENSED LAND SURVEYOR NO. 2105.

Exhibits

Exhibit A
Surrounding Areas for

Sheridan Hollow

0 75 150 300
DRAWING SCALE: 1"= 150'



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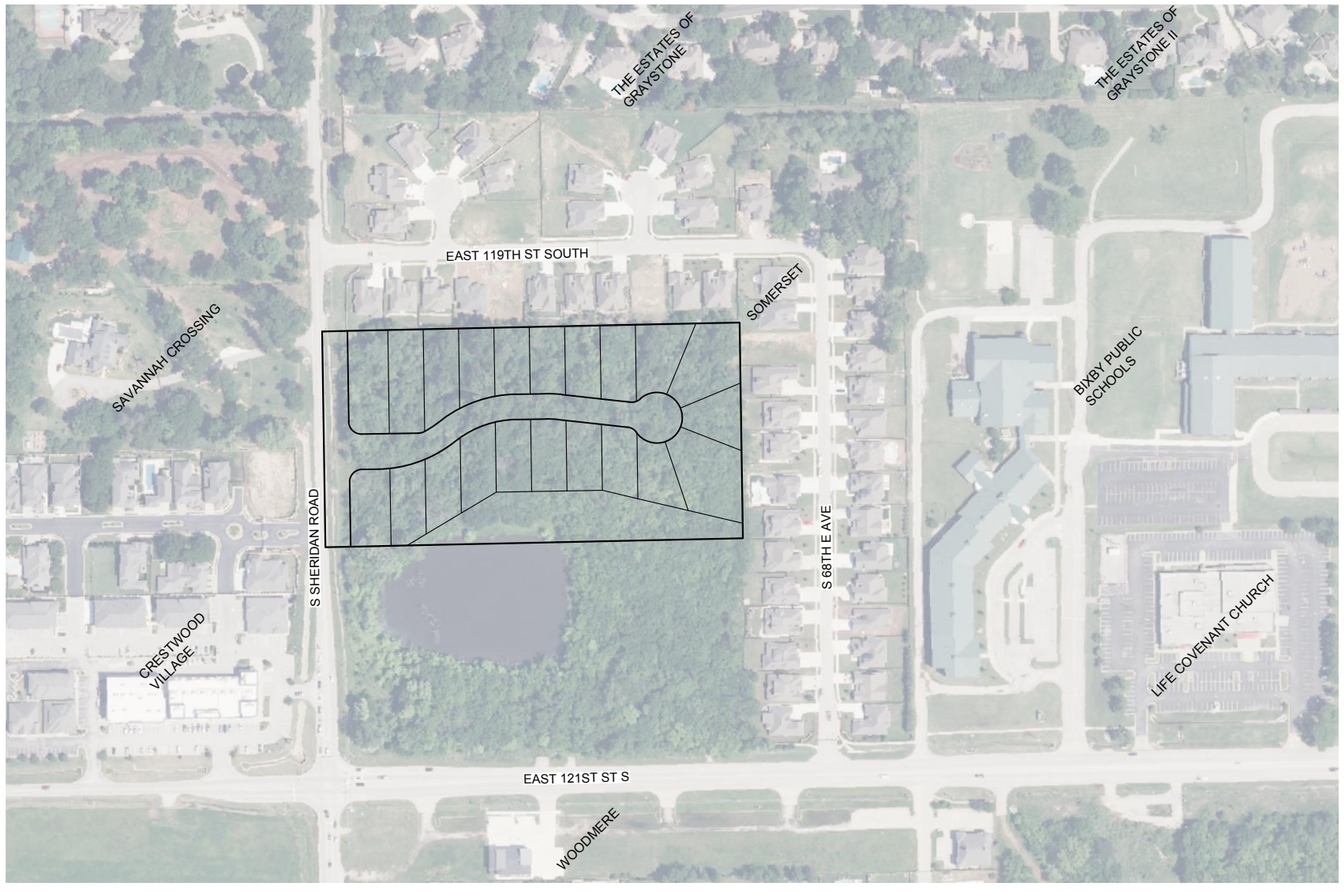

AAB Engineering, LLC
Engineering • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2014
Office: (918) 514-4283 Fax: (918) 514-4288

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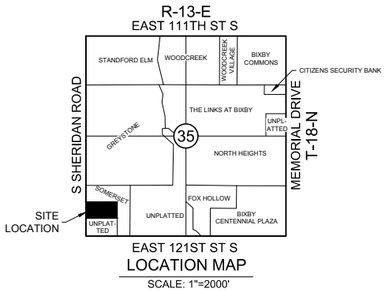
PLOT DATE: Thu, 02 Oct 2025 FILE: P:\19\1135-111TH AND SHERIDAN\ALTERNITAVE BASE\19 111TH & SHERIDAN - PUD

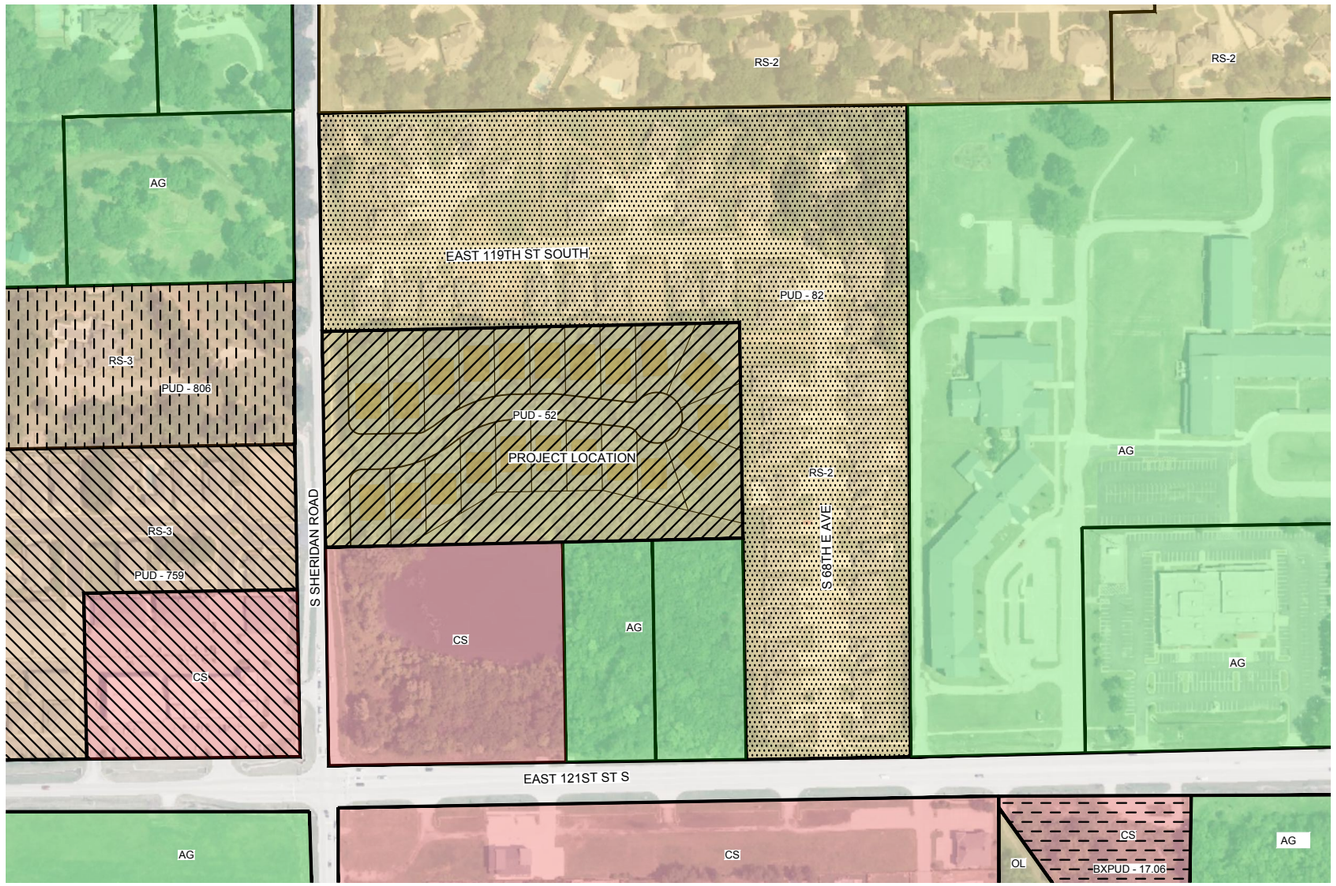
Exhibit B
Existing Zoning
for

Sheridan Hollow

0 75 150 300
DRAWING SCALE: 1"= 150'



LOCATION MAP
SCALE: 1"=2000'



LEGEND

- ZONED AG (AGRICULTURE)
- ZONED CS (COMMERCIAL)
- ZONED RS-2 (RESIDENTIAL)
- ZONED RS-3 (RESIDENTIAL)
- ZONED OL (OFFICE)
- PUD - 82
- PUD - 52
- PUD - 759
- PUD - 806
- BXPUD - 17.06

AAB Engineering, LLC
Engineering • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2014
Office: (918) 514-4283 Fax: (918) 514-4288

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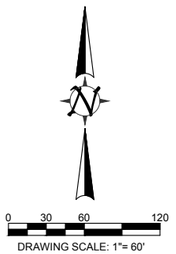
PLOT DATE: Thu, 02 Oct 2025 FILE: P:\181330-116TH AND SHERIDAN\ALTERNITAVE BASE\181116TH & SHERIDAN - PUD

Exhibit C
Conceptual Development Plan
for

Sheridan Hollow



LOCATION MAP
SCALE: 1"=2000'

AAB Engineering, LLC
Engineering • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2014
Office: (918) 514-4283 Fax: (918) 514-4288

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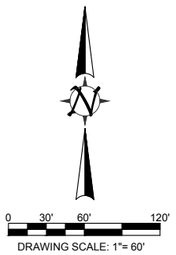
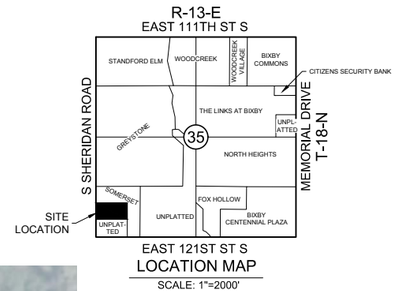
Exhibit D
Existing Topo & Aerial
for

Sheridan Hollow





LOCATION MAP
SCALE: 1"=2000'

AAB Engineering, LLC
Engineering • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2014
Office: (918) 514-4283 Fax: (918) 514-4288

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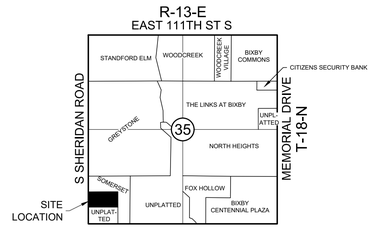
PLOT DATE: Thu, 02 Oct 2025 FILE: P:\181330-119TH AND SHERIDAN\ALTERNITAVE BASE\SS119TH & SHERIDAN - PUD

PRELIMINARY PLAT

Sheridan Hollow

PART OF THE SW/4 SW/4 SECTION 35, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

DRAWING SCALE: 1"= 40'
0 20 40 80



LOCATION MAP
SCALE: 1"=2000'

OWNER/DEVELOPER

BISON CIVIL, LLC
PO BOX 648
MUSKOGEE, OK

ENGINEER/SURVEYOR

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

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS TWENTY-ONE (21) LOTS IN ONE (1) BLOCK AND ONE (1) RESERVE AREA
BLOCK 1.....21 LOTS - 5.48 ACRES
RESERVE A..... 1.11 ACRES RESERVE B.....0.91 ACRES

FLOODPLAIN

PORTIONS OF THE PROPERTY ARE CONTAINED IN FEMA ZONE X (SHADED) (0.2% ANNUAL CHANCE (500 YEAR) FLOODPLAIN) AS SHOWN ON FIRM PANEL "40143C0432M" DATED SEPTEMBER 12, 2024 AS WELL AS THE CITY OF TULSA REGULATORY FLOODPLAIN.

LEGEND

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
FL/E	FENCE AND LANDSCAPE EASEMENT
SF	SQUARE FEET
BK	BOOK
PG	PAGE
IPF	IRON PIN FOUND
XXXX	STREET ADDRESS

CURVE TABLE

Curve #	Length	Radius	Chord Length	Chord Bearing
C1	39.27	25.00	35.36	S45°51'24"E
C2	12.07	25.00	11.95	S75°18'47"W
C3	27.86	200.00	27.84	S57°29'33"W
C4	155.51	250.00	153.02	N71°19'21"E
C5	31.16	250.00	31.14	S87°17'10"E
C6	21.03	25.00	20.41	N72°11'23"E
C7	241.19	50.00	66.67	S6°17'05"W
C8	21.03	25.00	20.41	N59°37'14"W
C9	24.93	200.00	24.91	N87°17'10"W
C10	124.41	200.00	122.42	S71°19'21"W
C11	155.51	250.00	153.02	S71°19'21"W
C12	39.27	25.00	35.36	S44°08'36"W

SUBDIVISION DATA

BENCHMARK

SET MAG NAIL IN CONCRETE DITCH DRAIN. APPROXIMATELY 315 FEET EAST OF SOUTH SHERIDAN RD ON THE NORTH SIDE OF EAST 121ST ST S.

ELEV=609.09' (NAVD 88)

BASIS OF BEARINGS

GRID BEARINGS OF THE OKLAHOMA STATE PLANE COORDINATE SYSTEM - ZONE 3501 NORTH

MONUMENTATION

A 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "CA6038" TO BE SET AT ALL LOT CORNERS, ALL STREET CENTERLINE INTERSECTIONS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, CENTER OF CUL-DE-SACS AND CENTER OF EYEBROWS, AFTER COMPLETION OF IMPROVEMENTS, UNLESS NOTED OTHERWISE.

CONTACTS

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

UTILITIES

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

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

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

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

RWD #6 OKMULGEE CO.
11003 HECTORVILLE RD.
MOUNDS, OK 74047-0340
918-827-6350

FINAL PLAT ENDORSEMENT OF APPROVAL

Council of the City of Bixby, Oklahoma

Approval Date:_____

_____
MAYOR

_____
CITY MANAGER

The approval of this Final Plat will expire one year from the date of City Council approval if not filed in the Office of the County Clerk before that date.

PLOT DATE: Thu, 02 Oct 2025 FILE: P:\18135-118TH AND SHERIDAN\118TH & SHERIDAN - BASE

SHERIDAN HOLLOW
Sheet 1 of 3

Date Prepared: September 25, 2025

PRELIMINARY PLAT

Sheridan Hollow

PART OF THE SW/4 SW/4 SECTION 35, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

OWNER/DEVELOPER
BISON CIVIL, LLC
PO BOX 648
MUSKOGEE, OK

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

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSON BY THESE PRESENTS:

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

A TRACT OF LAND SITUATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4); THENCE NORTH 00°51'24" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4), A DISTANCE OF 470.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°51'24" WEST A DISTANCE OF 427.14 FEET; THENCE NORTH 88°46'13" EAST ALONG THE SOUTH LINE OF BLOCK THREE (3) OF SOMERSET, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, A DISTANCE OF 826.53 FEET TO THE SOUTHEAST CORNER OF LOT 7 OF SAID BLOCK 3; THENCE SOUTH 00°52'36" EAST ALONG THE WEST LINE OF LOTS FIVE (5), FOUR (4), THREE (3), TWO (2), AND ONE (1) OF SAID BLOCK THREE (3) AND LOTS EIGHT (8) AND SEVEN (7) OF BLOCK ONE (1) OF SAID SOMERSET ADDITION, A DISTANCE OF 427.05 FEET; THENCE SOUTH 88°45'51" WEST A DISTANCE OF 826.68 FEET TO THE POINT OF BEGINNING. CONTAINING 353,031 SQUARE FEET OR 8.10 ACRES, MORE OR LESS.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE WEST LINE OF THE SOUTHWEST QUARTER (SW/4) BEING NORTH 00°51'24" WEST.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO TWENTY ONE (21) LOTS IN 1 BLOCK AND 1 RESERVE AREA, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "SHERIDAN HOLLOW", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

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

B. UTILITY SERVICE

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

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT.
2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT OF THE CITY OF BIXBY WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BIXBY, OKLAHOMA OR IT'S SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, OR IT'S SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.C SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA OR IT'S SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF THE GAS SERVICE.
2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR THE DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER, OR HIS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

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

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. RESERVE AREA A

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

H. RESERVE B - PRIVATE STREET

1. RESERVE B SHALL BE LIMITED TO USE FOR A PRIVATE STREET, OPEN SPACE, AND LANDSCAPING AND FOR LOCATION OF UTILITIES AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III HEREOF FOR THE PURPOSES OF ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREET AND OTHER COMMON AREAS OF THE SUBDIVISION.
2. THE STREET LOCATED WITHIN RESERVE B AS DEPICTED ON THE ACCOMPANYING PLAT, IS ESTABLISHED BY GRANT OF THE OWNER AS A PRIVATE STREET FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS LOTS AND PUBLIC STREETS.
3. THE OWNER HEREBY GRANTS TO THE CITY OF BIXBY, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREET AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE, FIRE AND EMERGENCY MEDICAL VEHICLES AND EQUIPMENT.
4. THE OWNER, FOR ITSELF AND ITS SUCCESSORS, HEREIN COVENANTS WITH THE CITY OF BIXBY, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND, INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, TO:
   a. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREET DEPICTED ON THE ACCOMPANYING PLAT INCLUDING THE FOLLOWING:
   b. SURFACING WIDTH SHALL BE NOT LESS THAN 26 FEET MEASURED FROM FACE OF CURB TO FACE OF CURB, EXCEPT IN THE TURN-AROUND AREAS WHICH SHALL NOT BE LESS THAN 24 FEET FROM FACE OF CURB TO FACE OF CURB;
   c. STREETS SHALL BE CURBED;
   d. GUTTERS, BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS MEETING THE NOW EXISTING STANDARDS OF THE CITY OF BIXBY, OKLAHOMA FOR MINOR RESIDENTIAL STREETS;
   e. THE VERTICAL GRADE OF THE STREET SHALL NOT EXCEED 8.0 %.
5. PROHIBIT THE CONSTRUCTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET DEPICTED ON THE ACCOMPANYING PLAT WHICH WOULD OBSTRUCT THE PASSAGE OF ANY GOVERNMENTAL OR EMERGENCY VEHICLE, AND PARTICULARLY ANY FIRE SUPPRESSION VEHICLE.
6. THE OWNER SHALL SECURE INSPECTION BY THE CITY OF BIXBY, OKLAHOMA OF THE PRIVATE STREET AND SECURE CERTIFICATION BY THE CITY OF BIXBY, OKLAHOMA THAT THE PRIVATE STREET HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF BIXBY, OKLAHOMA DECLINES TO INSPECT THE PRIVATE STREET, CERTIFICATION SHALL BE SECURED FROM A REGISTERED PROFESSIONAL ENGINEER THAT THE PRIVATE STREET WAS CONSTRUCTED IN ACCORDANCE WITH SUCH STANDARDS. THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE DEVELOPMENT SERVICES DEPARTMENT OF THE CITY OF BIXBY PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.
7. THE PROPERTY OWNER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE THAT THE PRIVATE STREET DEPICTED ON THE ACCOMPANYING PLAT DOES NOT MEET THE CITY OF BIXBY, OKLAHOMA STANDARDS AS TO WIDTH OF DEDICATED RIGHT-OF-WAY, AND FURTHER ACKNOWLEDGES THAT THE CITY OF BIXBY, OKLAHOMA SHALL HAVE NO DUTY TO MAINTAIN THE PRIVATE STREET WITHIN THE SUBDIVISION, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF THE PRIVATE STREET WITHIN THE SUBDIVISION.

F. LIMIT OF NO ACCESS

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

G. SIDEWALKS

SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN ANY RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS, AS WEL AS ALL ADA RAMPS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER/DEVELOPER, THE BUILDER OF A RESIDENCE ON EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK. REQUIRED SIDEWALKS AND ADA RAMPS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BIXBY ENGINEERING DESIGN STANDARDS.

H. CERTIFICATE OF OCCUPANCY RESTRICTIONS

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

ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

PRELIMINARY PLAT

Sheridan Hollow

PART OF THE SW/4 SW/4 SECTION 35, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

OWNER/DEVELOPER
BISON CIVIL, LLC
PO BOX 648
MUSKOGEE, OK

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

SECTION II. HOMEOWNERS ASSOCIATION

A. FORMATION OF HOMEOWNERS ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN SHERIDAN HOLLOW TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION , INCLUDING BUT WITHOUT LIMITATION, RESERVE "A" FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SHERIDAN HOLLOW. THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

B. MANDATORY MEMBERSHIP

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

C. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN SHERIDAN HOLLOW SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE RESERVE AREA AND OTHER COMMON AREAS OF THE SUBDIVISION.

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

B. DURATION

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

C. AMENDMENT OR TERMINATION

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

D. SEVERABILITY

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

IN WITNESS WHEREOF, BISON CIVIL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT THE _____DAY OF _____, 2025.

BISON CIVIL, LLC

AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____

MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 2025, BY _____, MANAGER OF BISON CIVIL, LLC , AN OKLAHOMA LIMITED LIABILITY COMPANY.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

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

_____
MIKEL L. STEWART
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 2105

NOT FOR CONSTRUCTION
THIS DOCUMENT IS PRELIMINARY AND DOES NOT CONSTITUTE A FINAL SIGNED AND SEALED DOCUMENT.

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

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

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 25, 2027
COMMISSION NUMBER: 11010522

ALAN ANDREW BETCHAN
Notary Public
State of Oklahoma
Commission #10011877
Expires: Nov. 25, 2027

PLOT DATE: Thu, 02 Oct 2025 FILE: P:\18735-1\ITH AND SHERIDAN\11ITH & SHERIDAN - BASE

CONCEPTUAL UTILITY

Sheridan Hollow

PART OF THE SW/4 SW/4 SECTION 35, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

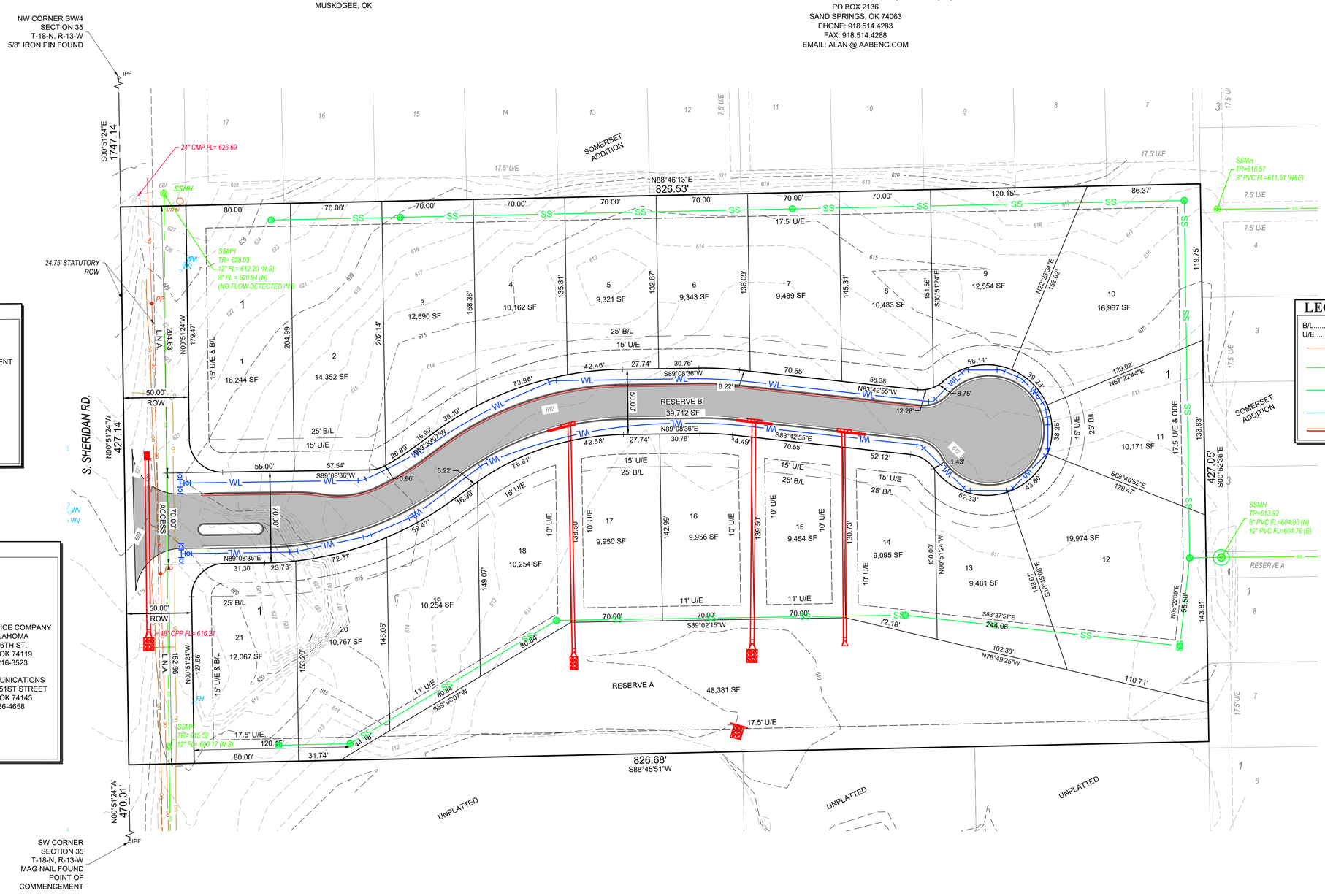
DRAWING SCALE: 1"= 40'
0 20 40 80

OWNER/DEVELOPER

BISON CIVIL, LLC
PO BOX 648
MUSKOGEE, OK

ENGINEER/SURVEYOR

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



LEGEND

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
FL/E	FENCE AND LANDSCAPE EASEMENT
SF	SQUARE FEET
BK	BOOK
PG	PAGE
IPF	IRON PIN FOUND
XXXX	STREET ADDRESS

CONTACTS

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

UTILITIES

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

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

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

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

RWD #6 OKMULGEE CO.
11003 HECTORVILLE RD.
MOUNDS, OK 74047-0340
918-827-6350

LEGEND

B/L	BUILDING LINE
U/E	UTILITY EASEMENT
OE	EXISTING OVERHEAD ELECTRIC
SS	EXISTING SANITARY SEWER
SS	PROPOSED SANITARY SEWER
WL	PROPOSED WATER LINE
	PROPOSED STORM SEWER

PLOT DATE: Thu, 02 Oct 2025 FILE: P:\18\735-1\STH AND SHERIDAN\118TH & SHERIDAN - BASE

SHERIDAN HOLLOW
Sheet 1 of 1
Date Prepared: September 25, 2025

111 North Cabaniss
P.O. Box 70
Bixby, OK 74008
T: 918.366.4430
www.bixbyok.gov

November 6, 2025

To: Gladys Gill, Development Services
From: Gwen Plante, on behalf of Bixby Public Works, Engineering

Reference: Sheridan Hollow – Preliminary Plat & PUD

Gladys,

See the following comments provided by our Engineering Department on Sheridan Hollow for the Preliminary Plat & PUD:

The Preliminary Plat comments as follows:

1) Single point of access and cul-de-sac length must be reviewed and approved by the Fire Marshal.
2) The variable wide easement on the south side of Lots 12, 13, and 14 should be labeled as a U/E and possibly an O/D/E based on designation of east perimeter easement.
3) Runoff will apparently be directed to Reserve A. Storm water mitigation (detention) will be required to regulate discharge onto off-site properties.
4) The Plan appears to include a point discharge onto the property to the south. Agreement from the adjacent property for this arrangement must be memorialized.
5) Reserve A must also be designated as a U/E.

The PUD comments are as follows:

1. Single point of access and cul-de-sac length must be reviewed and approved by the Fire Marshal.

111 North Cabaniss
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2. Non-standard easements on the south side of the project will be necessary to accommodate the proposed sanitary sewer line.
3. Runoff will apparently be directed to Reserve A. Storm water mitigation (detention) will be required to regulate discharge onto off-site properties. (**Exhibit C**)
4. The Plan appears to include a point discharge onto the property to the south. Agreement from the adjacent property for this arrangement must be memorialized. (**Exhibit C**)

Please let me know if you have any questions.
-Gwen