

SPECIAL MEETING
PLANNING COMMISSION
116 WEST NEEDLES, BIXBY, OKLAHOMA
October 27, 2016 6:30 PM

CALL TO ORDER

ROLL CALL

CONSENT AGENDA

1. Approval of Minutes for the Planning Commission Meeting: September 19, 2016
2. **LOT SPLIT & LOT COMBINATION-BXLS-16.04 KN HOLDING, BXLC-16.03 KN HOLDING**
Applicant, K.S. Collins of Collins Land Surveying, Inc., Approval of a Lot Split and Lot Combination in Section 13, T17, R13E
Property Generally Located: North of 151st Street South and east of Memorial

PUBLIC HEARINGS-NONE

PLATS

3. **PRELIMINARY PLAT-THE COTTAGES AT QUAIL CREEK, BXPUD-16.03**
Applicant, Ricky Jones of Tanner Consulting
Review, discussion and recommendation on a Preliminary Plat for approximately 8.851 acres for the purpose of a Single-family Residential Development in Section 02, T17, R13E
Property Generally Located: West of Memorial one-quarter mile and north of 131st Street one-half mile
4. **PRELIMINARY & FINAL PLAT-KUM & GO 835 ADDITION**
Applicant, Chris Cloyde of Crafton, Tull & Associates, Inc.
Review, discussion and recommendation on Preliminary and Final Plat for approximately 1.32 acres for the purpose of a convenience store in Section 11, T17N, R13E
Property Generally Located: South of the southwest corner of 131st and Memorial

OTHER BUSINESS

5. Consider, Discuss, and Select a Planning Commission Member to serve as representative for the Comprehensive Plan Consultant Selection Committee
6. Discussion, Review, and Acceptance of the Planning Commission Opening Rules
7. Approval of 2017 Calendar

ADJOURNMENT

Posted By: City Staff on behalf of Marcae' Hilton
Date: October 24, 2016



Time: 5:00PM

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

MINUTES

PLANNING COMMISSION

116 WEST NEEDLES, BIXBY, OKLAHOMA
September 19, 2016 6:00 PM

CALL TO ORDER

ROLL CALL

Members Present: Mr. Tom Holland
Mr. Lance Whisman
Mr. Jerod Hicks
Mr. Larry Whiteley
Members Absent: Mr. Steve Sutton

STAFF PRESENT:

Patrick Boulden, Esq., City Attorney
Marcaé Hilton, City Planner
Jason Mohler, Development Services Director & City Engineer (DSD)

CONSENT AGENDA-Lance Whisman, PC Chair

1. Approval of Minutes for the Planning Commission Meeting:
 - a. May 31, 2016
 - b. June 20, 2016
 - c. July 18, 2016
 - d. August 15, 2016

APPROVED: 4-0-0

PUBLIC HEARINGS-Lance Whisman, PC Chair

2. **ZONING AND PUD REQUEST FOR CONRAD FARMS**, Applicant, Ricky Jones of Tanner Consulting

BXZO-16.06 CONRAD FARMS (DEVELOPMENT AREA A & B)

BXZO-16.07 CONRAD FARMS (DEVELOPMENT AREA C-1)

BXPUD-16.04 CONRAD FARMS (A MAJOR AMENDMENT TO PUD 75 & 85)

Discussion and Recommendation on the approval of two (2) ZONING requests ***BXZO-16.06 & BXZO-16.07 CONRAD FARMS*** and approval of the companion PUD request ***BXPUD-16.04 CONRAD FARMS (A MAJOR AMENDMENT TO PUD 75 AND 85)***; the zoning requests propose to change DEVELOPMENT AREA A & B from AG (Agriculture) to CG (General Commercial District), and DEVELOPMENT AREA C-1 from AG (Agriculture) to RMH (Residential Mobile Home) or RS-3 (Residential Single-family) with the proposed companion PUD for the purpose of a Master Planned, Multiuse Development; 182.19 acres in part of Section 23, T17N, R13E; the property is generally located near the 7400 Block of 151st E. Ave-and spans in-part west to Sheridan and from 151st Street south to 161st Street

REQUEST: (Marcae' Hilton, City Planner) Zoning Changes

EXISTING ZONING:

- **DEVELOPMENT AREA A & B** from AG (Agriculture) to CG (General Commercial District)
- **DEVELOPMENT AREA C-1** from AG (Agriculture) to RMH (Residential Mobile Home) or RS-3 (Residential Single-family)
- Recommendation of Approval of proposed companion **PUD** (Planned Unit Development)

DEVELOPMENT AREA A & B, AG (Agriculture)
DEVELOPMENT AREA C-1, AG (Agriculture)
DEVELOPMENT AREA C & D, RS-3 (Residential Single Family) & PUD 85-CONRAD FARMS
DEVELOPMENT AREA E, RM-2 (Residential Multi-family) & PUD 75-LEANN ACRES

REQUESTED ZONING:

DEVELOPMENT AREA A & B, CG (General Commercial)
DEVELOPMENT AREA C-1, RMH (Residential Mobile Home) or RS-3 (Residential Single-family)
DEVELOPMENT AREA C & D, NO CHANGE
DEVELOPMENT AREA E, NO CHANGE
ENTIRE TRACT, PUD-BXPUD-16.04 CONRAD FARMS (A MAJOR AMENDMENT TO PUD 75-LEANN ACRES AND PUD 85-CONRAD FARMS)

LOCATION: Near the 7400 Block of 151st E. Ave-and spans in-part west to Sheridan and from 151st Street south to 161st Street

STR: Section 23, T17N, R13E

LOT SIZE: 182.19 Acres

EXISTING USE: One Dwelling, Undeveloped Agriculture, Vacant Commercial Buildings

PROPOSED USE/DETAILS: The applicant requests a Major Amendment to PUD 75 and 85 in an effort to provide a Master Plan including long term phased development areas, which encompass the former Conrad Farms (PUD 85-never developed), Leann Acres (PUD 75-never developed) along with newly purchased project areas.

DEVELOPMENT AREA A, 5.145 acres, CG (General Commercial), Uses permitted as a matter of right in CS (Commercial Shopping) excluding “sexually oriented” uses
 Use Units 1, 4, 5, 10, 11, 12, 13, 14, 19 allowed by right

	Code for CG	PUD
Floor Area Ratio:	.75	.75
Building Height:	5 stories or 70 FT	40 FT
Street Frontage:	100 FT Arterial	100 FT public or private
	50 Non-arterial	0

AGENDA – Bixby Planning Commission, September 19, 2016



Setbacks:

Arterial	50 FT	50 FT from ROW
Non-arterial	25 FT	20 FT from ROW
Other Lots	10 FT (residential)	0 FT

DEVELOPMENT AREA B, 10.914 Acres, CG (General Commercial) uses permitted by right in CG and by Special Exception and /or PUD including only “office –warehouse” / “trade center” and ministorage uses (Use Units 15, 16, 17, and 23), and customary accessory uses, excluding “sexually oriented” uses, open air storage is prohibited

Use Units 1, 4, 5, 10, 11, 12, 13, 14, 17, 18, 19 allowed by right

Use Units 15, 16, 17 and 23 including only “office warehouse,” “trade center,” & mini-storage

	Code for CG	PUD
Floor Area Ratio:	.75	.75
Building Height:	5 stories or 70 FT	40 FT
Street Frontage:	100 FT Arterial	30 FT public or private
	50 Non-arterial	0

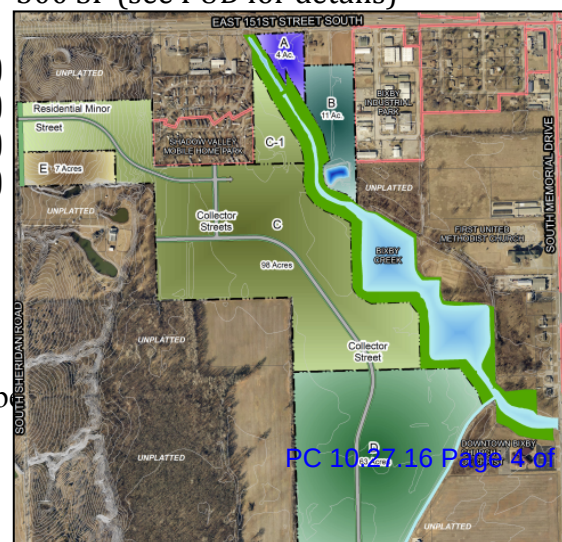
Setbacks:

Arterial	50 FT	-
Non-arterial	25 FT	20 FT from ROW
Other Lots	10 FT (residential)	0 FT

DEVELOPMENT AREA C-1, 6.097 Acres, RMH (Residential Mobile Home) or *RS-3 (Residential Single-family), Use Unit 9 manufactured home dwelling units, customary accessory uses including management office and private recreation, laundry, and storage facilities, and Use Unit 5 common area facilities such as club house, swimming pool, playground and recreational open space

*if not developed as a manufactured home park, Development Area C-1 shall be developed according to the use and development standards for development Area C

	Code for RS-3	PUD
Max No. of Units:	-	48
Min Tract Width	100 FT	0 FT-30 FT of frontage on dedicated street
Min Street Frontage	22 FT	0 FT-30 FT of frontage on dedicated street
Min RMH TRACT:	5 Acres	5 Acres (see PUD for details)
Land Area/Unit:	5,445 sq. FT	-
Building Height:	1 story	1 story
Min Livability:	300 SF	300 SF (see PUD for details)
Yard Setbacks:		
Front:	5 FT	(PUD)
Rear:	10 FT	(PUD)
Side Yard/Street:	5/10 FT	(PUD)
Separation:	15 FT	(PUD)



DEVELOPMENT AREA C, 97.136 acres, RS-3 (Residential Single Family)

Use Unit 6, detached residential dwelling units, single family, patio homes, customary accessory uses

Use Unit 5 common area facilities such as clubhouse, swimming pool, playground, and recreational open space

	Code for RS-3	PUD
Max No. of Lots:	-	400
Min Dwelling Size:	-	1,600 FT
Min Masonry 1 st Fl.	-	80%
Min Lot Width:	65 FT	60 FT
Min Lot Size:	6,900 SF	6,900 SF
Building Height:	3 stories or 48 FT	2 stories or 35 FT
Min Livability:	4,000 SF	2,000 SF
Yard Setbacks:		
Front:	25 FT/35 FT	20 FT
Rear:	20 FT	20 FT
Side Yard/Street:	-	15 FT
Side Yard	5/5 FT	5/5 FT



DEVELOPMENT AREA D, 62.688 Acres, RS-3 (Residential Single Family) Use Unit 6, detached residential dwelling units, single family, patio homes, customary accessory uses, including Use Unit 5 common area facilities such as clubhouse, swimming pool, playground, and recreational open space

	Code for RS-3	PUD
Max No. of Lots:	-	300
Min Dwelling Size:	-	1,200 FT
Min Masonry 1 st Fl.	-	80%
Min Lot Width:	65 FT	60 FT
Min Lot Size:	6,900 SF	6,900 SF
Building Height:	3 st./48 FT	2 stories or 35 FT
Min Livability:	4,000 SF	2,000 SF
Yard Setbacks:		
Front:	25 FT/35 FT	20 FT
Rear:	20 FT	20 FT
Side Yard/Street:	-	15 FT
Side Yard	5/5 FT	5/5 FT



DEVELOPMENT AREA E, 7.283 Acres, RM-2 (Residential Multi-family) Use Unit 6, detached residential dwelling units, single family, patio homes, customary accessory uses, including Use Unit 5 common area facilities such as clubhouse, swimming pool, playground, and recreational open space

	Code for RS-3	Code for RM-2	PUD
Max No. of Lots:	-	-	30
Min Dwelling Size:	-	-	N/A
Min Masonry 1 st Fl.	-	-	N/A
Min Lot Width:	65 FT	60 FT	60 FT
Min Lot Size:	6,900 SF	6,000 SF	6,900 SF
Building Height:	3 st. /48 FT	3 st. /48 FT	2 stories and 35 FT
Min Livability:	4,000 SF	400 SF	2,000 SF
Yard Setbacks:			
Front:	25 FT /35 FT	25 FT /35 FT	20 FT
Rear:	20 FT	10 FT	20 FT
Side Yard/Street:	-	-	15 FT
Side Yard	5/5 FT	10/10 FT	5/5 FT
Other Bulk and Area Requirements: as required in RS-3			



PUBLIC INPUT: (0)

BACKGROUND INFORMATION:

SURROUNDING ZONING AND LAND USE:

North: AG-undeveloped agriculture parcel (across 151st Street)

West: AG-single family residential and undeveloped agriculture parcel, far west CH-Commercial Heavy and RMH-Residential Mobile Home

South: AG-undeveloped agriculture parcel

East: Bixby Creek, Commercial-CS and CG, IL-Industrial Light and single family residential.

COMPREHENSIVE PLAN:

Land Use Intensities: Development Sensitive, Low Intensity

Land Use: Commercial, Vacant, Agricultural, Rural Residences, and Open Land

Urban Design Elements: Corridor

Public Facilities: Proposed Regional Trails

ATTACHMENTS:

1. Ariel Map
2. Case Maps (3)
3. PUD
4. GO PLAN Trails Map

Staff believes the proposed Zoning request meets the requirements of the Zoning Regulations and Land Use objectives.

Staff believes the proposed Master Planned PUD request meets the requirements of the Zoning Regulations and Land Use objectives per Ordinance 272, 4-2-1974: 11-71-2:

PURPOSES:

The purposes of the planned unit development are to:

- A. Permit innovative land development while maintaining appropriate limitation on the character and intensity of use and assuring compatibility with adjoining and proximate properties;
- B. Permit flexibility within the development to best utilize the unique physical features of the particular site;
- C. Provide and preserve meaningful open space; and
- D. Achieve a continuity of function and design within the development.

STAFF RECOMMENDATION: Staff recommends Approval of BXZO-16.06, BXZO-16.07 and BXPUD-16.04 CONRAD FARMS *(A MAJOR AMENDMENT TO PUD 75 & 85)* with the following conditions (not a complete list):

- 1. Approve Zoning for Development Area C-1 as RMH
- 2. All PUD changes shall be corrected before submittal to City Council
- 3. Correct the title to read:

CONRAD FARMS, BXPUD-16.04
(A MAJOR AMENDMENT TO PUD 75 & 85)
- 4. Per Emergency Services, provide a third access once development builds single family dwelling 251
 - a. Provide third access on site layout (multiple options are acceptable)
 - b. Provide supportive language in PUD
- 5. Provide language as follows:
 - c. Requiring stub out streets to adjacent undeveloped properties
 - d. Requiring connection from Development in NW corner to Commercial Development on Corner of 151st Street and Sheridan (Pedestrian/Bicycle minimum)
 - e. Detailed concepts for each Development (modify language below as needed):
 - i. Each development will be phased
 - ii. "All Residential Development will be platted, the Plat will serve as a Site Plan for each phase"
 - iii. "All Commercial Development will be platted and go through the Site Plan Process as developed"
 - f. Identification/location of small housing vs. large housing in each development area designating larger houses adjacent to arterial streets
- 6. Provide conceptual drainage report
- 7. Compare and contrast: NEW PUD – OLD PUD’S – BIXBY CODE
- 8. Elaborate on the amenity plan for development areas
- 9. INCLUDE TRAILS LANGUAGE-refer to Go Plan if needed
 - g. Acknowledge the trails adjacent to property along Bixby Creek will be developed

- h. Identify trails as an amenity
- i. Create language requiring access from development areas to trail

DISCUSSION: Justin Morgan, Tanner Consulting
Brian Green, Ira M. Green Construction

PUBLIC INPUT: Gerry Tobia, 15425 South Sheridan, Bixby, OK
(2) Additional persons signed up but did not speak, their questions had been answered.

MOTION TO APPROVE: Jerod Hicks

DULY SECONDED:

APPROVED: 4-0-0

OTHER BUSINESS

- 3. Discussion and action to set a public hearing on a proposed text amendment to the Bixby Zoning Code, Section 11-4-10, Appeals to the District Court. (Authority: Bixby City Code Section 11 5-3)

MOTION TO APPROVE: Tom Holland

SECOND: Larry Whiteley

APPROVED: 4-0-0

- 4. Discussion and action to set a public hearing on a proposed text amendments to the Bixby Zoning Code, 11-3-1, Duty of Building Inspector and Other Officials; 11-3-2, Zoning Clearance Permit; 11-4-2, Powers of Board; 11-4-4, Notice of Public Hearing; 11-4-5, Fees; 11-4-6, Appeals from Building Inspector; and 11-4-7, Interpretation. (Authority: Bixby City Code Section 11 5-3)

MOTION TO APPROVE: Tom Holland

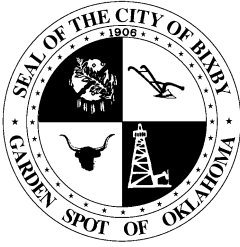
SECOND: Larry Whiteley

APPROVED: 4-0-0

NEW BUSINESS

Jared Hicks, Planning Commissioner- shared some City Council direction regarding Planning Commission recommendations, and time constraints.

ADJOURNMENT



CITY OF BIXBY
P.O. Box 70
116 W. Needles Ave. ~ Bixby, OK 74008

(918) 366-4430

STAFF REPORT

To: Bixby Planning Commission
From: Marcae' Hilton, City Planner
Date: Monday, October 27, 2016
RE: Report and Recommendations for:
BXLS-16.04 KN HOLDING
BXLC-16.03 KN HOLDING

BXLS-16.04 KN HOLDING, a Lot Split request for applicant KS Collins, P.L.S. on behalf of K&N Holding, LLC. & Noah Webster Easton Jr. *as Trustee of the Noah Webster Easton and Betty Jo Easton Revocable Family Trust dated December 7, 2009*

BXLC-16.03 KN HOLDING, a Lot Combination request for applicant KS Collins, P.L.S. on behalf of K&N Holding, LLC.

Property Generally Located: North of 151st Street South and east of Memorial, in Section 13, T17, R13E

REQUEST: Lot-Split approval (in conjunction with a Lot-Combination request)
LOCATION: North of 151st Street South and east of Memorial
STR: Section 13, T17N, R13E
LOT SIZE: 0.06 ACRES
ZONING: IL (Industrial Light District)
EXISTING USE: Manufacturing on Tract #1, Single-Family Residential on Parent Tract, no use on Tract #2 (parcel to be split/combined)

PROPOSED USE: This parcel will be combined with Tract #1 for Manufacturing

PUBLIC INPUT: (0)

BACKGROUND INFORMATION:

The applicant requests the 0.06 acres be split from the Parent Tract to create a 90 degree corner for the manufacturing tract (Tract #1). It is a reasonable request with no other motivation known to staff.

COMPREHENSIVE PLAN:

Land Use Intensities: High

Land Use: Industrial Area

Urban Design Elements: Corridor

ATTACHMENTS:

1. Tract #1
 - a. Exhibit
 - b. Legal Description
2. Tract #2
 - a. Exhibit
 - b. Legal Description
3. Ariel Map

Staff believes the proposed Lot Split and Lot Combination request meets the requirements of the Zoning Regulations and Land Use objectives.

STAFF RECOMMENDATION: Staff recommends Approval of **BXLS-16.04 KN HOLDING & BXLC-16.03 KN HOLDING** with the following conditions:

1. Submittal of Deeds to City of Bixby for Stamping before filing at Tulsa County Court House.

COLLINS LAND SURVEYING, INC.
3340 West 151st Street South
P.O. Box 250
Kiefer, Ok 74041
Ph. 918-321-9400 Fax 321-9404

REF. NO. 16-03-098

"ATTACHMENT"

LEGAL DESCRIPTION (Tract 1)

A tract of land situated in the S/2 of the SW/4 of Section 13, Township 17 North, Range 13 East of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the U.S. Government Survey thereof, being a portion of land described in Quit Claim Deed at Doc. No. 2016009964, filed 02/05/2016, more particularly described as follows, to-wit:

Commencing at the SW/C of Lot 5, Block 4, Privett Addition to the City of Bixby, Tulsa County, Oklahoma, according to the recorded plat thereof, thence S 89°32'20" W and parallel to the South line of said S/2 SW/4 for 436.93 feet to a point, thence N 00°02'14" W and parallel with the West line of Privett addition for 65.00' to the POB, thence continuing N 00°02'14" W and parallel with the West line of Privett addition for 13.57 feet, thence S 89°32'20" W for 38.17 feet, thence N15°08'24" E for 150.10 feet, thence N 00°02'14" W and parallel with the West line of Privett addition for 103.65 feet, thence N 89°32'20" E and parallel to the South line of said of S/2 SW/4 for 133.84 feet to a point on the West Right-of-Way of Armstrong St., thence S 00°02'14" E and along said Right-of-Way for 261.80 feet, thence S 89°32'20" W and parallel to the South line of said S/2 SW/4 for 129.23 feet to the POB.

Less and Except;

Commencing at the Southwest corner of the above described tract; thence N 00°02'14" W a distance of 13.57 feet to the Point of Beginning; thence S89°32'20" W a distance of 38.17 feet; thence N 15°08'24" E a distance of 150.10 feet; thence S00°02'14" E a distance of 144.59 feet to the point of beginning.

Legal description written on 09/06/2016 by K. S. Collins, R.L.S. #1259 in and for the State of Oklahoma.

LOT SPLIT
BXLS-16.04 KNHOLDING
OCTOBER 12, 2016

COLLINS LAND SURVEYING, INC.

3340 West 151st Street South

P.O. Box 250

Kiefer, Ok 74041

Ph. 918-321-9400 Fax 321-9404

REF. NO. 16-03-098

“ATTACHMENT”

LEGAL DESCRIPTION (Tract 2)

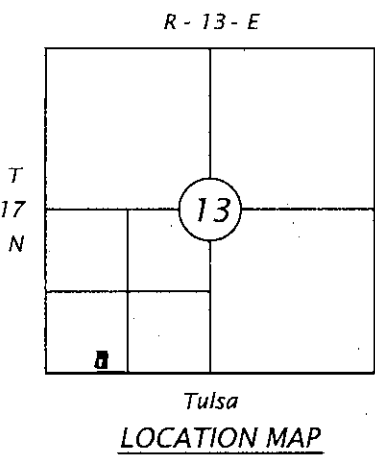
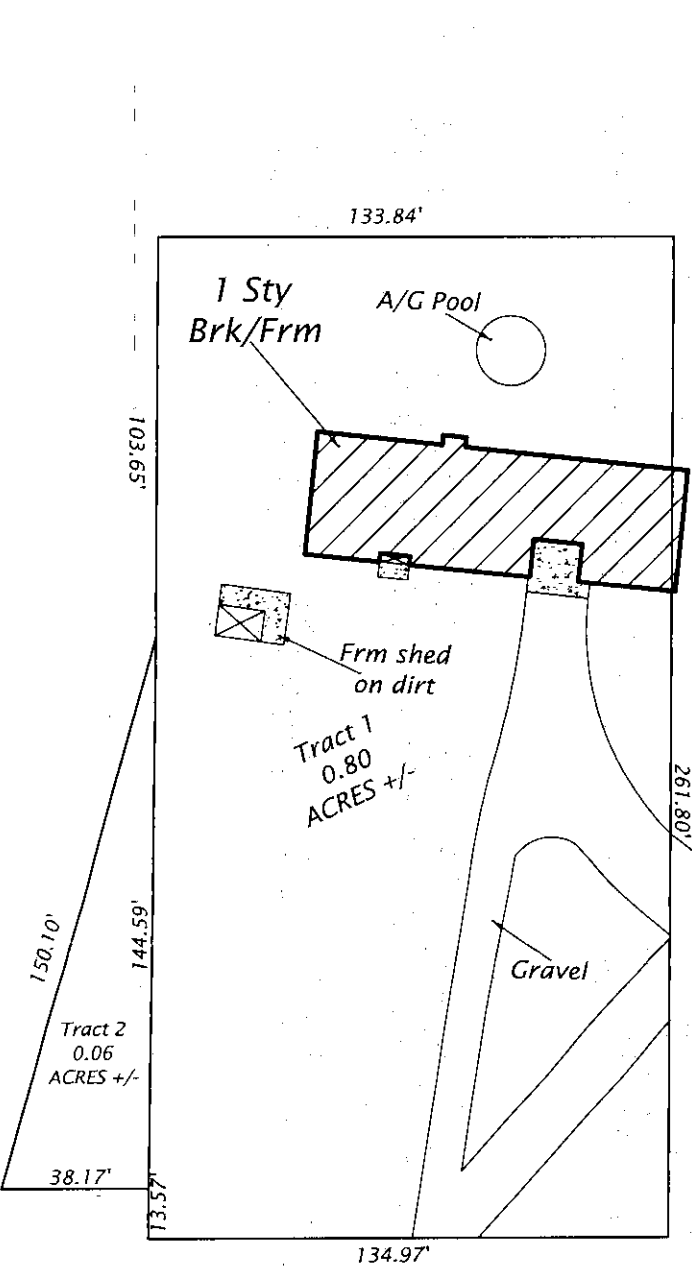
A tract of land situated in the S/2 of the SW/4 of Section 13, Township 17 North, Range 13 East of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the U.S. Government Survey thereof, being a portion of a tract of land described in Quit Claim Deed at Doc. No. 2006009964, filed 02/05/2016, more particularly described as follows, to-wit:

Commencing at the Southwest corner of said tract; thence N 00°02'14" W a distance of 13.57 feet to the Point of Beginning; thence S89°32'20" W a distance of 38.17 feet; thence N 15°08'24" E a distance of 150.10 feet; thence S00°02'14" E a distance of 144.59 feet to the point of beginning.

Legal Description written on 09/06/2016 by K.S. Collins, R.L.S. #1259 in and for the State of Oklahoma.

LOT SPLIT
BXLS-16.04 KNHOLDING
OCTOBER 17, 2016

See Attachment for Legal Descriptions



E. 151st St.

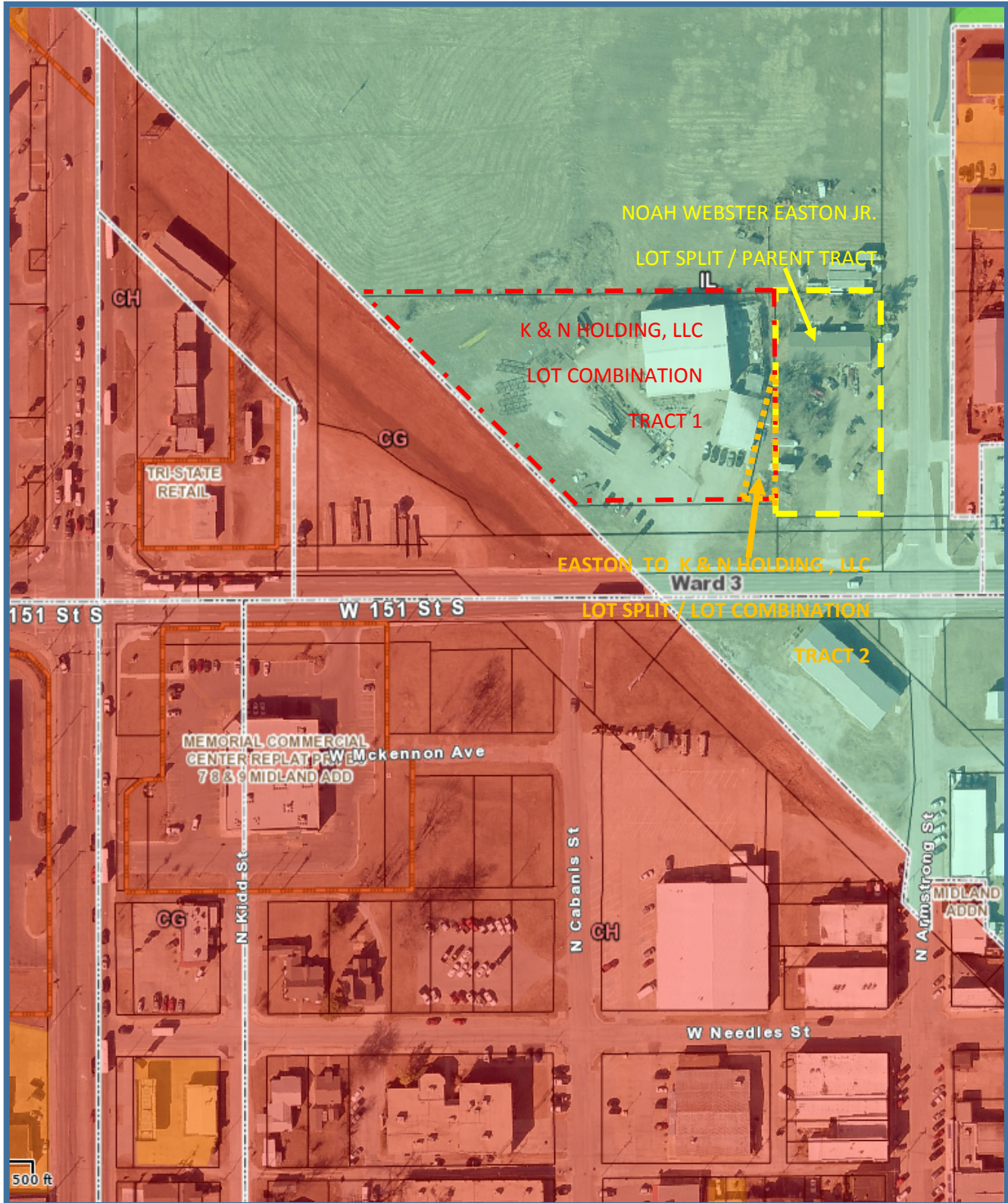
LOT SPLIT
BXLS-16.04 KNHOLDING
OCTOBER 17, 2016

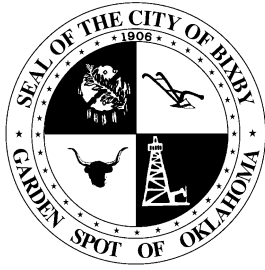
K.S. Collins
P.L.S. #1259
State of Oklahoma

COLLINS LAND SURVEYING, INC. 3340 W. 151st ST. S. - P.O. Box 250 KIEFER, OK. 74041 OFFICE (918)321-9400 FAX (918)321-9404 CA#2656 EXPIRES: 06/30/2016	Sketch of Proposed Lot Split
	Performed For: N.M.B. Manufacturing J.O. NO. 16-03-098 DATE: 03/22/2016

BXLS-16.04 KN HOLDING
BXLC-16.03 KN HOLDING

AERIAL MAP





CITY OF BIXBY
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008

(918) 366-4430

STAFF REPORT

To: Bixby Planning Commission

From: Marcae' Hilton, City Planner

Date: Monday, October 27, 2016

RE: Report and Recommendations for:
PRELIMINARY PLAT-THE COTTAGES AT QUAIL CREEK, BXPUD-16.03,
Applicant, Ricky Jones of Tanner Consulting
Review, discussion and recommendation on a Preliminary Plat for approximately 8.851 acres for the purpose of a Single-family Residential Development in Section 02, T17, R13E
Property Generally Located: West of Memorial one-quarter mile and north of 131st Street one-half mile

REQUEST: Approval of Preliminary Plat, The Cottages at Quail Creek, BXPUD-16.03

EXISTING ZONING: RS-3 (Residential Single Family District) & PUD (BXPUD-16.03 COTTAGES AT QUAIL CREEK), Approved at City Council on September 12, 2016

LOCATION: West of Memorial one-quarter mile and north of 131st Street South one-half mile

STR: Section 2, T17N, R13E

SIZE OF TRACT: 8.851Acres

LOT INFO: 40 Lots
2 Block

1 Reserve

PUBLIC INPUT: No known comments

BACKGROUND INFORMATION:

SURROUNDING ZONING AND LAND USE:

North: PUD 76:CG-Commercial General District-partially developed as Single-family Residential and partially undeveloped

West: PUD 76:CG-Commercial General District-developed as Single-family Residential with (AG) and Frye Creek Ditch #1 to the far west of PUD development

South: (AG)-undeveloped agriculture parcel-Frye Creek Ditch #1

East: RM-Residential Multi-family development (Encore on Memorial)

GENERAL HISTORY:

The applicant received approval from City Council on September 12, 2016, for a change in Zoning from AG to RS-3 along with BXPUD-16.03 *Cottages of Quail Creek* in order to complete the next phase of the Quail Creek of Bixby and Quail Creek Villas of Bixby development.

Special attention has been given to the Reserve Area which is combined with Reserve A and Lot 40, Block 2, of Quail Creek (Plat #6613) to provide a neighborhood amenity containing accommodations such as a pool, clubhouse, and play area. This collective area, located in the northwest corner of the plat will serve as the second point of access to the subdivision and as a connector street to Quail Creek. Reserve A and Lot 40, Block 2, Quail Creek of Bixby will be replatted with Cottages at Quail Creek and residents of the various Quail Creek subdivisions will make use of the combined area. There is still an outstanding Minor Amendment to PUD 76 requirement for Quail Creek; the amendment will allow Lot 40 Block 2 to serve a use other than residential.

The Technical Advisory Committee (TAC) heard this item on Wednesday, October 05, 2016. Tanner will be coordinating closely to identify the actual location of the Utilities and amenities. TAC and Fire Marshal comments are included in the report. Staff requests all outstanding comments be resolved before submittal of the Final Plat to City Council.

Staff believes the *Preliminary Plat for The Cottages at Quail Creek* meets the requirements of the Zoning Regulations and Bixby Land Use.

COMPREHENSIVE PLAN:

Land Use Intensities: None

Land Use: None

Urban Design Elements: Corridor

EXHIBITS:

Preliminary Plat

Aerial Map

STAFF RECOMMENDATIONS:

Staff recommends approval of the Preliminary Plat *The Cottages at Quail Creek, BXPUD-16.03* subject to the resolution of comments from Staff and TAC.

TAC COMMENTS:

1. Reserve Area A causes some problems for PSO-AEP
2. COX-does not have anything there yet, but easement location is critical
3. BTC-has access but (per Justin) Dodson knows that relocation most likely will take place. No decision on easement vacation. Trying to look at easement locations & what needs to be moved or left alone. BTC has some issues to be worked out.
4. ONG-needs easement along / in reserve area A
5. Fire Marshal believes there are really no issues
6. BTC-Concerned with storm-sewer pipe within cul-de-sac roads and room for all utilities.

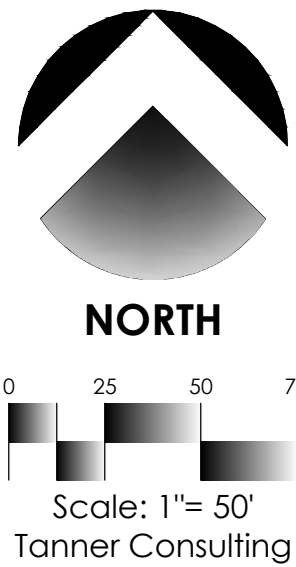
PLANNING COMMENTS: (Not Complete List)

7. Before the City Council Final Plat hearing:
 - a. Please provide release letters from all utility companies serving the subdivision as per Subdivision Regulations Section 12-2-6.B
 - b. Please have plat corrections completed and be ready to run your prints before the City Council meeting
8. Provide Utility location drawings to City and TAC for additional consideration before submittal of Final Plat
9. Complete the minor amendment to PUD 76 (Plat #6613) to allow Lot 40, Block 2 to serve as an amenity rather than a Single-family residence
10. See attached Comments

FIRE MARSHAL COMMENTS

11. All hydrants shall be operable before construction begins. Hydrants shall be located no further than 600 feet apart. (Submit water plans to this office prior to final plat approval)
 - a. Brand- AVK or Mueller , Color- Chrome Yellow
 - b. Hydrants shall be located at the entry of any cul-de-sacs.
12. All roads and Second means of access capable of supporting an imposed load of 75,000 pounds shall be in place before construction begins. (IFC 2015 Appendix D)
 - a. Cul-de-sacs shall be designed to meet IFC 2015 Figure D130.1
 - b. Fire lanes and signage may be required for second entrance.
 - c. Grades shall not exceed 10%

ENGINEERING COMMENTS: FORTHCOMING



LEGEND

B/L BUILDING LINE
B/U BUILDING LINE & UTILITY
F/L FENCE & LANDSCAPE
CL CENTERLINE
Δ DELTA
DOC DOCUMENT
ESMT EASEMENT
R RADIUS
RES RESERVE
U/E UTILITY EASEMENT
7400 ASSIGNED ADDRESS

SUBDIVISION CONTAINS:

FORTY (40) LOTS
IN TWO (2) BLOCKS
WITH ONE (1) RESERVE
GROSS SUBDIVISION AREA: 8.851 ACRES

A REPLAT OF LOT 40 BLOCK 2 AND RESERVE A OF QUAIL CREEK OF BIXBY
AND PART OF THE EAST HALF (E/2) OF SECTION TWO (2),
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/DEVELOPER:
121st & Memorial, LLC
CONTACT: RICK DODSON
6528 East 101st Street South
D-1, Suite 409
Tulsa, Oklahoma 74133
Phone: (918)638-3003

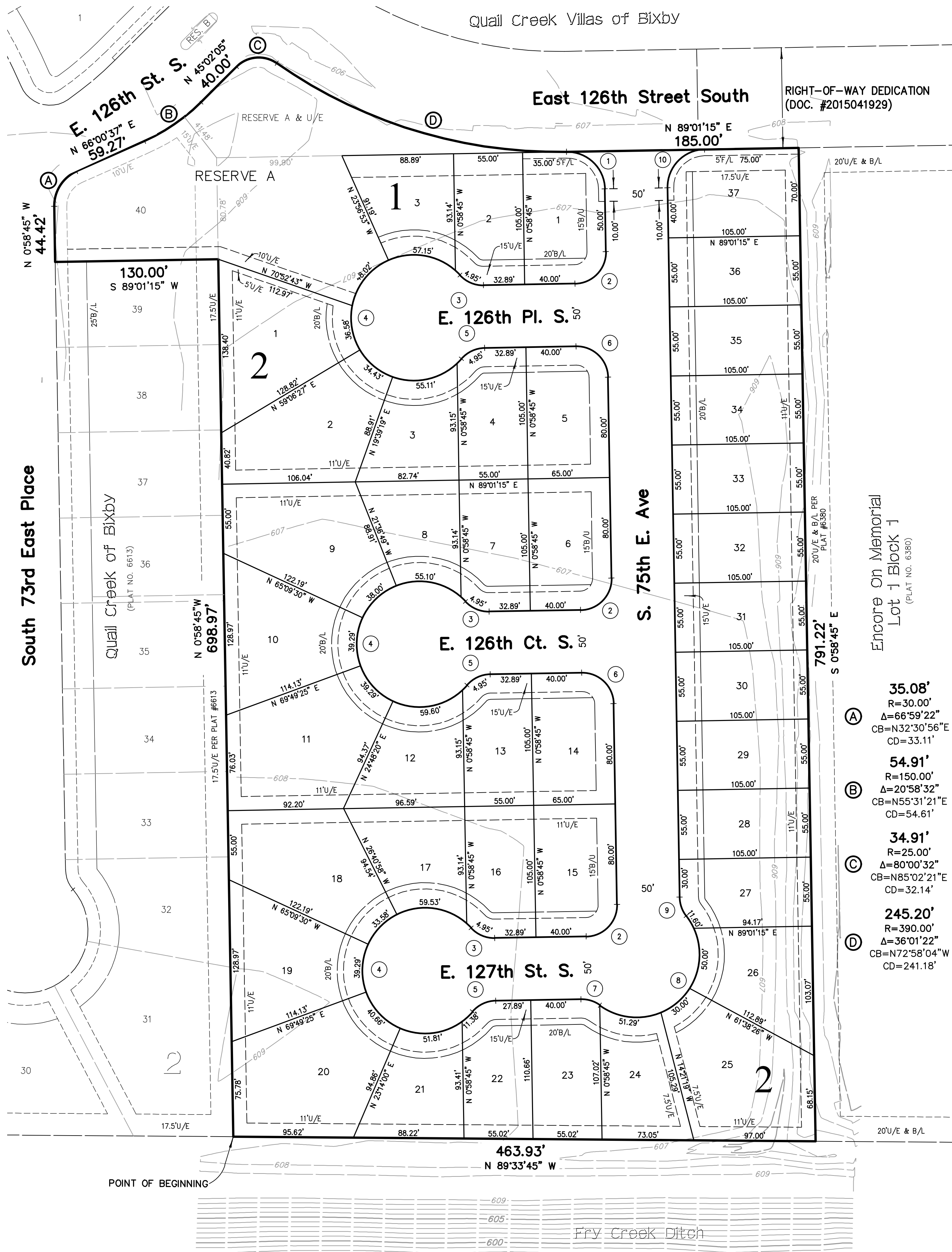
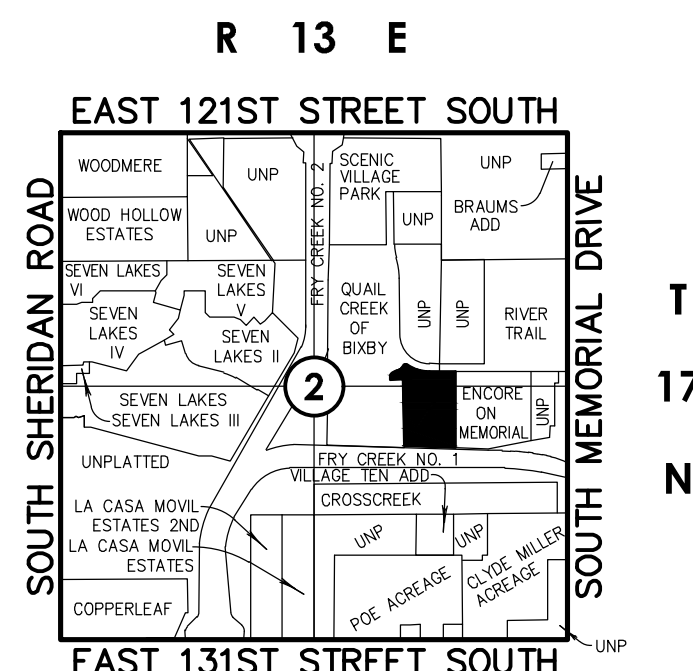
SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2017
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORDBRG(CB)	CHORDDIS(CD)
1	47.12'	30.00'	90°00'00"	N45°58'45"W	42.43'
2	39.27'	25.00'	90°00'00"	N44°01'15"E	35.36'
3	21.03'	25.00'	48°11'23"	N66°53'04"W	20.41'
4	72.97'	50.00'	83°37'14"	N0°58'45"W	66.67'
5	21.03'	25.00'	48°11'23"	N64°55'34"E	20.41'
6	39.27'	25.00'	90°00'00"	N45°58'45"W	35.36'
7	16.09'	25.00'	36°52'12"	N72°32'39"W	15.81'
8	142.89'	50.00'	163°44'23"	N44°01'15"E	98.99'
9	16.09'	25.00'	36°52'12"	N19°24'51"W	15.81'
10	47.12'	30.00'	90°00'00"	N44°01'15"E	42.43'

Location Map

Scale: 1"= 200'



Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 126TH STREET SOUTH BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY FINAL PLAT OF "QUAIL CREEK OF BIXBY", AN ADDITION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (PLAT # 6613).
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED UPON IN PLACE OF THE LEGAL DESCRIPTION.

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

The Cottages at Quail Creek
SHEET 1 OF 3

DATE OF PREPARATION: September 16, 2016

Preliminary Plat
PUD–BXPUD–16.03

The Cottages at Quail Creek

A REPLAT OF LOT 40 BLOCK 2 AND RESERVE A OF QUAIL CREEK OF BIXBY
AND PART OF THE EAST HALF (E/2) OF SECTION TWO (2),
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

KNOW ALL MEN BY THESE PRESENTS:

THAT 121ST AND MEMORIAL LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS ALL OF LOT FORTY (40), BLOCK TWO (2) AND ALL OF RESERVE 'A', "QUAIL CREEK OF BIXBY", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6613), AND A PART OF THE EAST HALF OF (E/2) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT THIRTY-ONE (31), BLOCK TWO (2) OF SAID SUBDIVISION; THENCE NORTH 0°58'45" WEST ALONG THE EAST LINE OF THE SUBDIVISION, FOR A DISTANCE OF 698.97 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 89°01'15" WEST AND ALONG THE SOUTH LINE OF LOT 40, FOR A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0°58'45" WEST AND ALONG THE WEST LINE OF LOT 40, FOR A DISTANCE OF 44.42 FEET TO A POINT OF CURVATURE; THENCE ALONG A 30.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 66°59'22", WITH A CHORD BEARING AND DISTANCE OF NORTH 32°30'56" EAST FOR 33.11 FEET, FOR AN ARC DISTANCE OF 35.08 FEET TO A POINT OF TANGENCY ON THE NORTH LINE OF LOT 40; THENCE NORTH 66°00'37" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 59.27 FEET TO A POINT OF CURVATURE; THENCE ALONG A 150.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 20°58'32", WITH A CHORD BEARING AND DISTANCE OF NORTH 55°31'21" EAST FOR 54.61 FEET, FOR AN ARC DISTANCE OF 54.91 FEET TO A POINT OF TANGENCY ON THE NORTH LINE OF SAID RESERVE 'A'; THENCE NORTH 45°02'05" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 40.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 80°00'32", WITH A CHORD BEARING AND DISTANCE OF NORTH 85°02'21" EAST FOR 32.14 FEET, FOR AN ARC DISTANCE OF 34.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 390.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 36°01'22", WITH A CHORD BEARING AND DISTANCE OF SOUTH 72°58'04" EAST FOR 241.18 FEET, FOR AN ARC DISTANCE OF 245.20 FEET TO A POINT OF TANGENCY, SAID POINT BEING THE EAST CORNER OF SAID RESERVE 'A'; THENCE NORTH 89°01'15" EAST AND ALONG THE PRESENT SOUTH RIGHT-OF-WAY LINE OF EAST 126TH STREET SOUTH, FOR A DISTANCE OF 185.22 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF LOT ONE (1), BLOCK ONE (1), "ENCORE ON MEMORIAL", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6380); THENCE SOUTH 0°58'45" EAST AND ALONG THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 791.22 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89°33'45" WEST FOR A DISTANCE OF 463.93 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 505,492 SQUARE FEET OR 8.851 ACRES.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO FORTY (40) LOTS IN TWO (2) BLOCKS, ONE (1) RESERVE AREA, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "THE COTTAGES AT QUAIL CREEK", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "THE COTTAGES AT QUAIL CREEK"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS" AND INDIVIDUALLY AS A "LOT".

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS.

THE OWNER DOES HEREBY GRANT, DONATE, CONVEY AND DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UTLIE" 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 VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO

CONSTRUCT AND MAINTAIN WATER LINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

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

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS LOCATED ON THE LOT.
- WITHIN THE DEPICTED UTILITY EASEMENT AREAS, 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 MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER, SANITARY SEWER MAIN OR STORM SEWER MAINS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED BY THE LOT OWNER, FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER MAIN, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE LOT OWNER'S EXPENSE.
- THE CITY OF BIXBY OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER, SANITARY SEWER MAIN AND STORM SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.
- THE CITY OF BIXBY OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. UNDERGROUND SERVICE.

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- 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.
- THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF 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 SAID OWNER'S AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE

ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS.

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

E. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" ("LNA") EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE OWNER AND BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO. THE FORGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" ("LNA") SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

F. FENCE AND LANDSCAPE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/L" AS SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF "THE COTTAGES AT QUAIL CREEK". THE FENCE AND LANDSCAPE 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 PURPOSE OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG LOTS IN "THE COTTAGES AT QUAIL CREEK" WHICH CONTAIN SUCH EASEMENTS.

G. RESERVE AREA A

- RESERVE A, AS DEPICTED UPON THE ACCOMPANYING PLAT, IS RESERVED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE COTTAGES AT QUAIL CREEK, QUAIL CREEK OF BIXBY, PLAT NO. 6613, AND QUAIL CREEK VILLAS OF BIXBY, PLAT NO. _____, AND MAY BE USED FOR RECREATIONAL OPEN SPACE INCLUDING BUT NOT LIMITED TO POOL, CLUBHOUSE, PLAYGROUND, SIDEWALKS, LANDSCAPING, SIGNAGE, FENCING AND OTHER ENTRY FEATURES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY. RESERVE A IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION AS SET FORTH WITH SECTION III HEREIN.
- ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION. THE CITY OF BIXBY SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE.
- IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PROPERLY MAINTAIN RESERVE A, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER RESERVE A AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS 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 SUCH COST OF MAINTENANCE SHALL BECOME A LIEN ON ALL OF THE RESIDENTIAL LOTS WITHIN THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION AS SET FORTH WITHIN SECTION III. HEREIN, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA; OR THE CITY OF BIXBY OR THE BIXBY ENGINEERING AND CONSTRUCTION DEPARTMENT MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, THE PROPERTY COMPRISING THE COTTAGES AT QUAIL CREEK WAS INITIALLY SUBMITTED AS A PART OF PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-BXPUD-16.03 AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE),

AND

WHEREAS, PUD NO. PUD-BXPUD-16.03 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON AUGUST 15, 2016, AND APPROVED BY THE BIXBY CITY COUNCIL ON SEPTEMBER 12, 2016, 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 ASSURE 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. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD

THE COTTAGES AT QUAIL CREEK SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. PUD-BXPUD-16.03, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. PUD-BXPUD-16.03 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE

THE DEVELOPMENT OF THE COTTAGES AT QUAIL CREEK SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE, AS SUCH PROVISIONS EXISTED ON SEPTEMBER 12, 2016.

B. DEVELOPMENT STANDARDS

PERMITTED USES:

USE UNIT 6 DETACHED RESIDENTIAL DWELLING UNITS INCLUDING SINGLE FAMILY, PATIO HOME, AND CUSTOMARY ACCESSORY USES, INCLUDING USE UNIT 5 COMMON AREA FACILITIES SUCH AS CLUBHOUSE, SWIMMING POOL, PLAYGROUND, AND RECREATIONAL OPEN SPACE.

MAXIMUM NUMBER OF LOTS:	45 LOTS
MINIMUM LOT WIDTH:	55 FT
MINIMUM LOT SIZE:	4,700 SF
MAXIMUM BUILDING HEIGHT:	2 STORIES AND 35 FT. *
OFF-STREET PARKING AND FRONT YARD COVERAGE:	
MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT. OFF-STREET PARKING SHALL NOT EXCEED 75% OF THE REQUIRED FRONT YARD.	
MINIMUM LIVABILITY SPACE:	2,000 SF **
MINIMUM YARD SETBACKS:	
FRONT YARD:	20 FT
REAR YARD:	15 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

- * ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.
- ** LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-71-5.C OF THE BIXBY ZONING CODE.

C. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

1. SIGNS

SUBDIVISION ENTRANCE SIGNAGE SHALL BE PERMITTED ALONG THE EAST 126TH STREET SOUTH AND SOUTH 74TH EAST PLACE FRONTAGES, EACH SIGN NOT TO EXCEED THIRTY-FIVE (35) SQUARE FEET IN SIZE, AND FIVE (5) FEET IN HEIGHT. SIGNAGE SERVING 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.

2. STANDARDS PERTAINING TO DWELLINGS

ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM OF 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA. THE FIRST FLOOR OF EACH DWELLING SHALL BE A MINIMUM OF 75% MASONRY EXCLUDING WINDOWS AND BENEATH COVERED 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.

3. ACCESS AND CIRCULATION

STREETS SERVING THE COTTAGES AT QUAIL CREEK WILL BE PUBLIC, CONSTRUCTED TO MEET THE STANDARDS OF THE CITY OF BIXBY FOR MINOR RESIDENTIAL STREETS, INCLUDING 50' MINIMUM RIGHTS-OF-WAY AND 26' MINIMUM PAVING BETWEEN CURB FACES. PRIMARY ACCESS INTO THE SUBDIVISION WILL BE FROM EAST 126TH STREET SOUTH, WITH SECONDARY ACCESS PROVIDED VIA SOUTH 74TH EAST PLACE IN QUAIL CREEK OF BIXBY.

SIDEWALKS, INCLUDING BOTH INTERNAL AND ALONG EXTERIOR STREET FRONTAGES, SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER. SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT. DURING THE PLATTING PHASE, PEDESTRIAN ACCESS FROM THE SUBDIVISION MAY BE PROVIDED TO THE ADJOINING FRY CREEK DITCH RIGHT-OF-WAY.

3. CITY DEPARTMENT REQUIREMENTS

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

Preliminary Plat
PUD–BXPUD–16.03
The Cottages at
Quail Creek

A REPLAT OF LOT 40 BLOCK 2 AND RESERVE A OF QUAIL CREEK OF BIXBY
AND PART OF THE EAST HALF (E/2) OF SECTION TWO (2),
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 (Continued)

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE COTTAGES AT QUAIL CREEK. THE HOMEOWNERS' ASSOCIATION SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREA, INCLUDING BUT WITHOUT LIMITATION RESERVE A, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE COTTAGES AT QUAIL CREEK AND OF ANY RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION. THE COTTAGES AT QUAIL CREEK ADJOINS QUAIL CREEK OF BIXBY (PLAT. NO. 6613) AND QUAIL CREEK VILLAS OF BIXBY (PLAT NO. _____) AND SHALL BE ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION FORMED PURSUANT TO QUAIL CREEK OF BIXBY.

B. MEMBERSHIP

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

C. ASSESSMENT

EACH RECORD OWNER OF A LOT IN THE COTTAGES AT QUAIL CREEK SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS.

SECTION IV. PRIVATE RESTRICTIONS

THE OWNER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN, WHICH SHALL BE APPLICABLE TO THE LOTS AND 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. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. PLAN REVIEW. NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, SWIMMING POOL, EXTERIOR LIGHTING, EXTERIOR ANTENNAE, OR FREE STANDING MAIL BOX SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT, AND NO SIDEWALK SHALL BE CONSTRUCTED UPON OR ADJACENT TO ANY LOT, UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE 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, SIDEWALK LOCATION AND DESIGN PLAN, 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 TWENTY (20) 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, IT 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 ACCEPTANCE OF ANY 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. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE TRANSFERRED TO THE APPLICABLE HOMEOWNERS' ASSOCIATION UPON WRITTEN ASSIGNMENT BY THE OWNER, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

B. FLOOR AREA

DWELLINGS SHALL HAVE A MINIMUM OF 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.

C. 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 IS PROHIBITED.

D. FOUNDATIONS

THE EXTERIOR SURFACE OF ANY EXPOSED FOUNDATION, INCLUDING STEM WALLS, SHALL BE OF BRICK, NATURAL OR MANUFACTURED STONE, OR STUCCO.

E. MASONRY

A MINIMUM OF 75% OF THE EXTERIOR SURFACE OF FIRST FLOOR EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE OF BRICK, NATURAL OR MANUFACTURED STONE, OR STUCCO. VINYL SIDING OF ANY EXTERIOR WALL IS PROHIBITED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE RESTRICTIONS SET FORTH IN THIS SUBSECTION.

F. WINDOWS

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

G. ROOF FLASHING

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

H. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION TO PERMIT A DWELLING HAVING A FLAT ROOF AREA EQUAL TO NO MORE THAN TWENTY PERCENT (20%) OF THE AREA COVERED BY ALL ROOF SURFACES.

I. ROOFING MATERIALS

ROOFS SHALL BE COMPOSITION SHINGLE ROOF - LANDMARK LIFETIME, PROVIDED HOWEVER, IF FEDERAL, STATE, OR LOCAL LAWS PROHIBIT SUCH ROOFING OR SUBSTANTIALLY IMPAIR THE ENFORCEMENT OF THIS RESTRICTION OR IF LANDMARK LIFETIME ROOFING IS NOT REASONABLY AVAILABLE, THE ARCHITECTURAL COMMITTEE MAY APPROVE FOR THE SUBDIVISION, SPECIFICATIONS FOR ALTERNATIVE ROOFING THAT IS HEAVY DUTY ORGANIC OR INORGANIC COMPOSITION SHINGLE AND WHICH SIMULATES A "WEATHERED WOOD" LOOK.

J. ON-SITE CONSTRUCTION

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

K. OUTBUILDINGS

OUTBUILDINGS ARE PROHIBITED; PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST APPROVE A WAIVER OF THE RESTRICTIONS SET FORTH IN THIS SUBSECTION.

L. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

M. ANTENNAS

EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPES OF ANTENNAS SHALL BE PROHIBITED, PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICES NOT EXCEEDING 20 INCHES IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE AND NOT VISIBLE FROM THE STREET VIEW OF THE

DWELLING, AND THE SPECIFIC LOCATION OF THE SAME IS APPROVED BY THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

N. LOT MAINTENANCE

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.

O. RECREATIONAL VEHICLES AND EQUIPMENT

NO BOATS, RECREATIONAL TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

P. TRAILERS, MACHINERY AND EQUIPMENT, AND COMMERCIAL VEHICLES

NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, TRAILERS, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS WITHOUT COMMERCIAL SIGNAGE (MAXIMUM 3/4 TON).

Q. 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.

R. MAILBOXES

AS LONG AS A RURAL TYPE MAILBOX IS IN USE IN THE SUBDIVISION FOR U.S. POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY SIX (6) INCHES IN FROM 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.

S. 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.

T. 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 AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

U. 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 CONSTRUCTION AND SALES PERIOD. NO RENT OR LEASE SIGNS ARE ALLOWED.

V. 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.

SECTION V. 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 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. 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 THE CITY OF BIXBY, OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. HOMEOWNERS' ASSOCIATION AND SECTION IV. PRIVATE RESTRICTIONS, SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III. OR IV., IT SHALL BE LAWFUL FOR 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 HOMEOWNERS' ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS III. OR IV. AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEYS 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 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 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 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-BXPUD-16.03 BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK.

THE COVENANTS CONTAINED WITHIN SECTION III. HOMEOWNERS' ASSOCIATION, SECTION IV. PRIVATE RESTRICTIONS, AND ANY OTHER PROVISION OF THIS DEED OF DEDICATION WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE BIXBY PLANNING COMMISSION AND/OR THE CITY OF BIXBY, 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, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 65% 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 65% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS 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, 121ST & MEMORIAL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 2016.

121ST & MEMORIAL, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
RICHARD L. DODSON, MANAGER OF LLC

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 _____, 2016, PERSONALLY APPEARED RICHARD L. DODSON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF 121ST & MEMORIAL, 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 121ST & MEMORIAL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____ JENNIFER MILLER, 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 HEREIN AS "THE COTTAGES AT QUAIL CREEK", 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 _____, 2016.

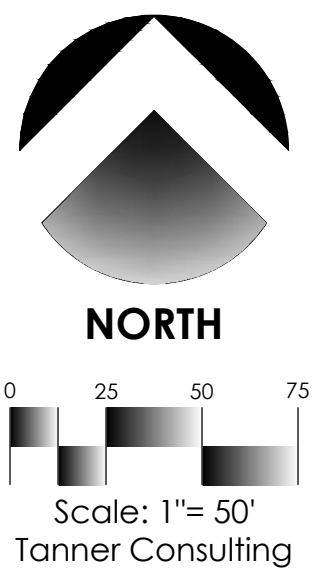


BY: _____
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 2016, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____ JENNIFER MILLER, NOTARY PUBLIC

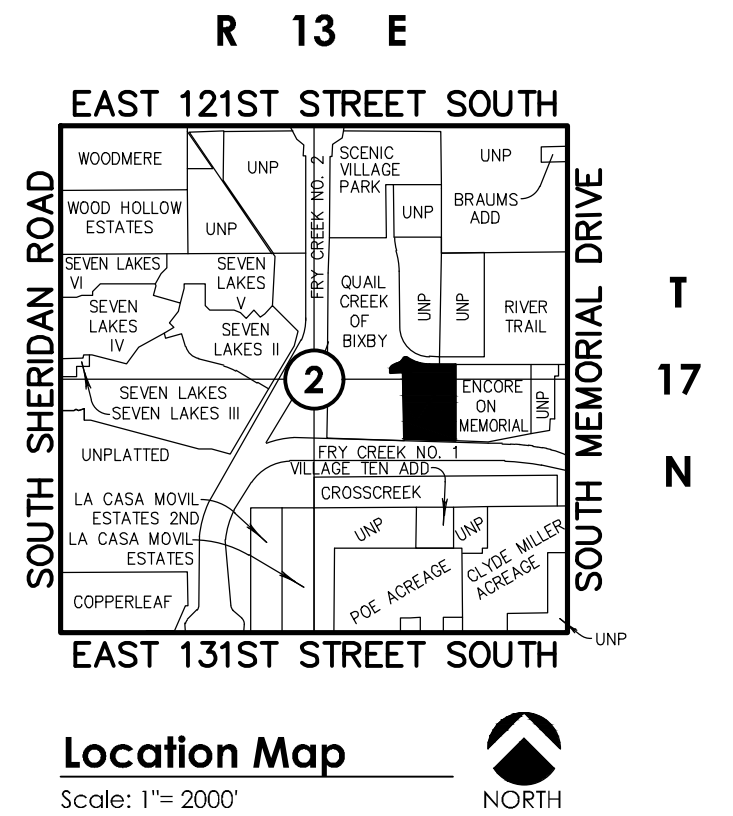


Conceptual Utility Plan

PUD-BXPUD-16.03

The Cottages at Quail Creek

A REPLAT OF LOT 40 BLOCK 2 AND RESERVE A OF QUAIL CREEK OF BIXBY AND PART OF THE EAST HALF (E/2) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA



LEGEND

B/L BUILDING LINE
F/L FENCE & LANDSCAPE EASEMENT
B/U BUILDING LINE & UTILITY EASEMENT
CL CENTERLINE
Δ DELTA
DOC DOCUMENT
UT UNDERGROUND TELEPHONE
ESMT EASEMENT
R RADIUS
RES RESERVE
U/E UTILITY EASEMENT
7400 ASSIGNED ADDRESS

SUBDIVISION CONTAINS:

FORTY (40) LOTS
IN TWO (2) BLOCKS
WITH ONE (1) RESERVE

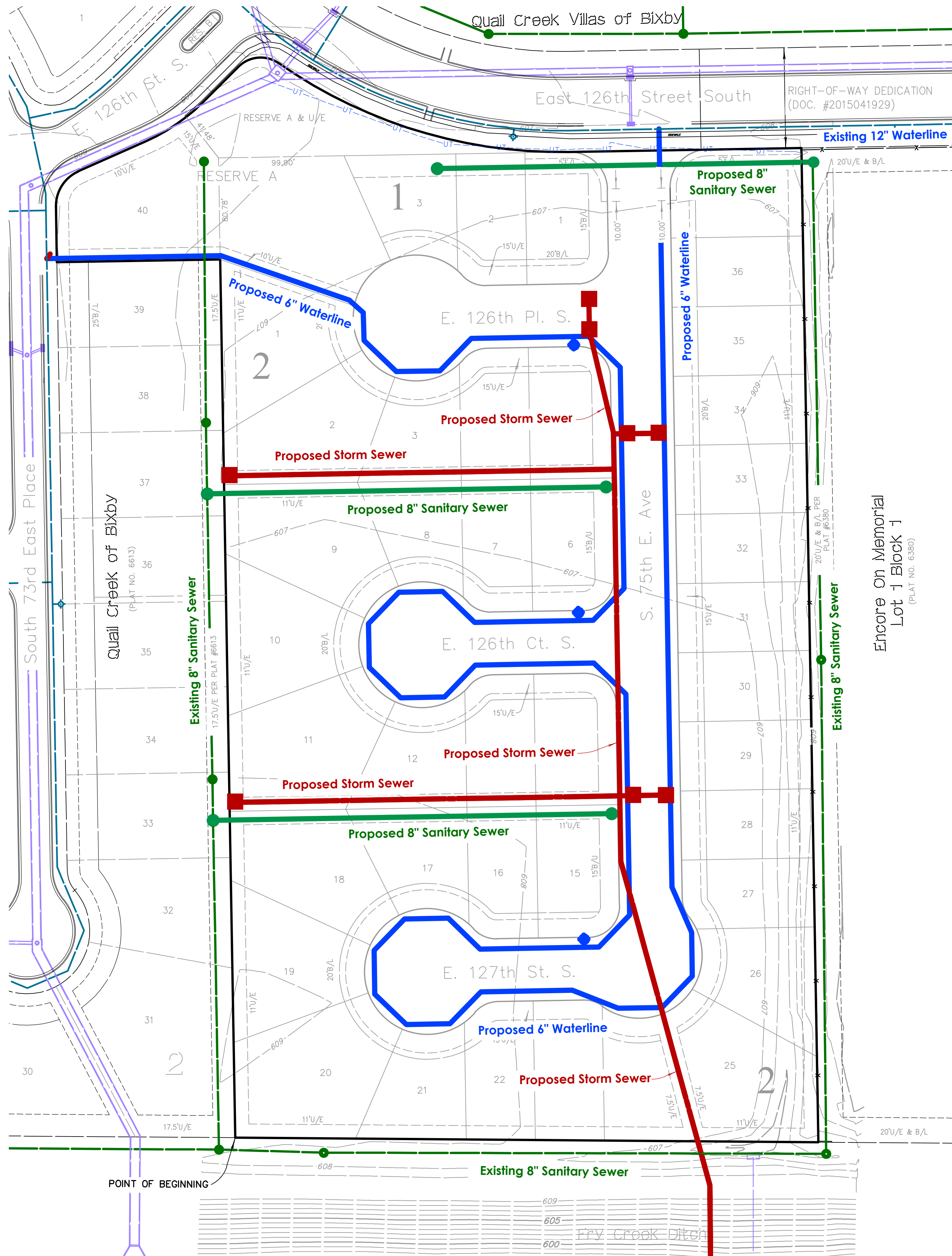
GROSS SUBDIVISION AREA: 8.851 ACRES

OWNER/DEVELOPER:
121st & Memorial, LLC
CONTACT: RICK DODSON
6528 East 101st Street South
D-1, Suite 409
Tulsa, Oklahoma 74133
Phone: (918)638-3003

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2017
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORDBRG(CB)	CHORDDIS(CD)
1	47.12'	30.00'	90°00'00"	N45°58'45"W	42.43'
2	39.27'	25.00'	90°00'00"	N44°01'15"E	35.36'
3	21.03'	25.00'	48°11'23"	N66°53'04"W	20.41'
4	72.97'	50.00'	83°37'14"	N0°58'45"W	66.67'
5	21.03'	25.00'	48°11'23"	N64°55'34"E	20.41'
6	39.27'	25.00'	90°00'00"	N45°58'45"W	35.36'
7	16.09'	25.00'	36°52'12"	N72°32'39"W	15.81'
8	142.89'	50.00'	163°44'23"	N44°01'15"E	98.99'
9	16.09'	25.00'	36°52'12"	N19°24'51"W	15.81'
10	47.12'	30.00'	90°00'00"	N44°01'15"E	42.43'



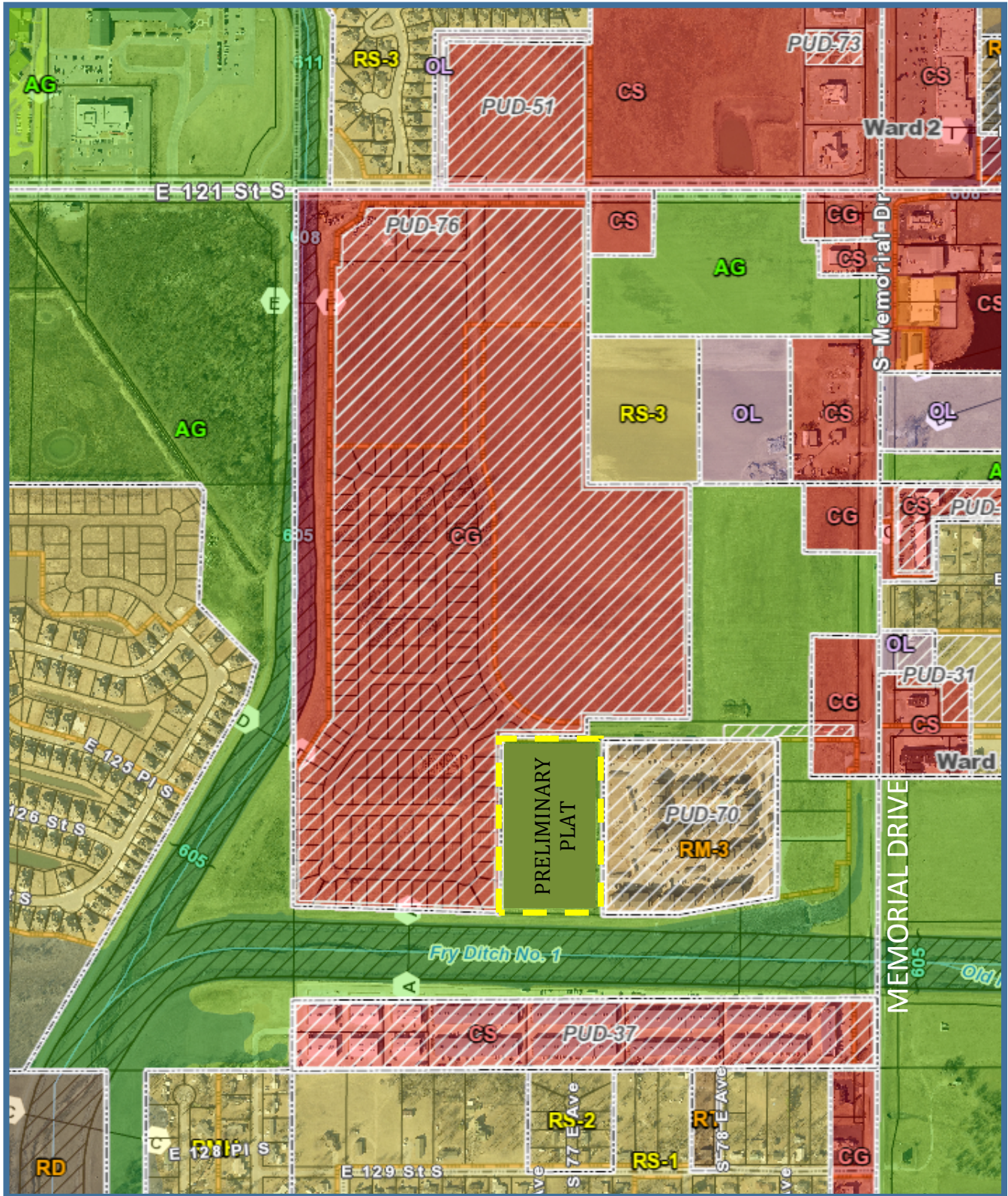
Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 126TH STREET SOUTH BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY FINAL PLAT OF "QUAIL CREEK OF BIXBY", AN ADDITION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (PLAT # 6613).
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED UPON IN PLACE OF THE LEGAL DESCRIPTION.

DATE OF PREPARATION: September 16, 2016

PRELIMINARY PLAT COTTAGES AT QUAIL CREEK

AERIAL MAP



NAME: The Cottages at Quail Creek
STR: 2/17/13
LOTS: 40
BLOCKS: 2
RESERVES: 1
ACRES: 8.851
OWNER: 121st & Memorial, LLC
 6528 E. 101st Street South
 Tulsa, OK, 74133
 918-638-3003

SURVEYOR/ENGINEER: Tanner Consulting, LLC
 5323 S. LEWIS AVE
 TULSA, OK 74105
 918-745-9929

PRELIMINARY PLAT: *Planning Commission:* Thursday, October 27, 2016
City Council-pending PC approval: November 28, 2016

CONDITIONAL FINAL PLAT: *Planning Commission:* _____

City Council-pending PC approval: _____

FINAL PLAT APPROVED: _____

FINAL PLAT PRINTS: _____

DATE FILED: _____

____ PLANNING COMMENTS-PRELIMINARY PLAT:

1. Remove PUD- from Title block
2. Add Addresses to Final Plat (per approval of City of Bixby)
3. Include CB, CD in Legend
4. Must have Minor Amendment to Quail Creek of Bixby for Lot 40, Block 2 and Reserve A
5. Add Limits of No Access to E 126th Street South from S. 75th E Ave west to South 74th E. Ave.

____ TAC COMMENTS-PRELIMINARY PLAT: REPRESENTATIVES: Justin Morgan, Eli Adair

6. Reserve Area A causes some problems for PSO-AEP
7. COX-does not have anything there yet, but easement location is critical
8. BTC-has access but (per Justin) Dodson knows that relocation most likely will take place. No decision on easement vacation. Trying to look at easement locations & what needs to be moved or left alone. BTC has some issues to be worked out.
9. ONG-needs easement along / in reserve area A
10. Fire Marshal believes there are really no issues
11. BTC-Concerned with storm-sewer pipe within cul-de-sac roads and room for all utilities.

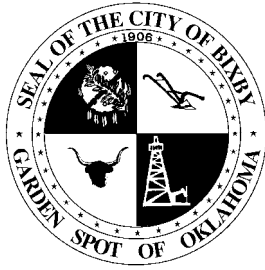
____ FIRE MARSHAL COMMENTS: PRELIMINARY PLAT

12. Waterline and fire hydrant plans shall be submitted to this office before approval of the Final Plat.
Fire hydrants shall be operational prior to construction of homes
- Fire Hydrant Brand-AVK OR MUELLER, COLOR-CHROME YELLOW
 - 600 FT SPACING MAXIMUM
 - Fire Hydrants shall be placed at the beginning of cul-de-sacs.
 - ____ Waterline plans submitted: _____
 - ____ Fire Hydrant plans submitted: _____
 - Cul-de-sacs shall be no less than 80 feet in diameter
 - Fire lanes and signage may be required for second entrance
 - Second access is reserve area A shall connect to 73rd E. Ave. rather than 74th E. Ave. to maintain as much separation as possible to ingress/egress
13. All roads 2nd means of access shall be capable of supporting an imposed load of 75,000 pounds. All roadways shall be in place before construction of homes. (IFC 2015, Appendix D, Chapter 5), 2015 IFC
14. Per City of Bixby ordinance 854 Section 3.2 Item 20, cul-de-sacs shall be limited to a maximum of 300 feet having an outside radius of 50 feet and a paved radius of not less than 40 feet.
- A cul-de-sac over 300', will require sign off of all Bixby staff to allow to exist as is
 - ENGINEERING: Stub out street to south lot 27-possible solution
15. No access drive grades shall be greater than 10 percent per IFC 2015, Appendix D 103.2.
16. Remoteness of entrances shall meet IFC 2015, Appendix D 107.2
- Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimensions of the property or area to be served, measured in a straight line between access.
17. Hydrants/reach prior to construction
18. Fire flows
19. 10% max on street grades

____ ENGINEERING COMMENTS: (NOT COMPLETE LIST)**PRELIMINARY PLAT****General Comments:**

20. Engineering plans, drainage report and checklist should be submitted for review along with the Final Plat.
21. Engineering design of waterlines, sanitary sewer, drainage and streets shall be completed in accordance with the City of Bixby Engineering Design Criteria Manual and Standard Specifications.
22. Include Site-triangle at intersections.

Preliminary Plat Comments:



CITY OF BIXBY
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008

(918) 366-4430

STAFF REPORT

To: Bixby Planning Commission

From: Marcae' Hilton, City Planner

Date: Monday, October 27, 2016

RE: Report and Recommendations for:
PRELIMINARY & FINAL PLAT-KUM & GO 835 ADDITION, A RE-SUBDIVISION OF LOT 2, BLOCK 1, VNB ADDITION PLAT NO 6192,
Applicant, Chris Cloyde of Crafton, Tull & Associates, Inc.
Review, discussion and recommendation on the Approval of a Preliminary and Final Plat for approximately 1.32 acres for the purpose of a convenience store in Section 11, T17N, R13E
Property Generally Located: in the 13000 block of Memorial Drive, west of Memorial and south of 131st Street

REQUEST: Approval of Preliminary and Final Plat, Kum & Go 835 Addition

EXISTING ZONING: (RS-3) Residential Single-Family District, (RM-3) Residential Multi-Family District, & PUD 78

LOCATION: West of Mingo Road and south of 131st Street

STR: Section 11, T17N, R13E

SIZE OF TRACT: 1.32 Acres

LOT INFO: 1 Lots
1 Block

PUBLIC INPUT: No known comments

BACKGROUND INFORMATION:

SURROUNDING ZONING AND LAND USE:

North: CG (Commercial General)-Valley National Bank

West: RS-1 (Single-family Residential), AG (Agriculture District) Single-family Residential

South: CG (Commercial General)-Retail Establishment, RS-1 (Single-family Residential) with a Special Exception for a Church use

East: CG (Commercial General) existing Kum & Go, South Plaza Center

GENERAL HISTORY:

This parcel was originally part of VNB Addition, Plat 6192, filed March 14, 2008. The 2.41 acres proposed two (2) lots, one (1) block. KUM & GO has purchased Lot (1) Block (2) a 1.32-acre parcel and is working through their attorney to vacate a portion and re-subdivide Plat 6192. There are several easements, which are no longer needed, slight changes of access, and new ownership making the plat vacation paramount to a cleaner final product.

The primary access to the subdivision is via S. Memorial Dr. / U.S. Highway 64. The consultant has worked with ODOT to modify the Limits of No Access (LNA), which were placed along sections of the Memorial Dr.; staff believes the changes represent safer access options.

The Technical Advisory Committee (TAC) heard this item on Wednesday, October 05, 2016. TAC and Fire Marshal comments are included in report. Staff requests all outstanding comments be resolved before submittal of the Final Plat to City Council.

Staff believes the *Preliminary Plat for Kum & Go 835* meets the requirements of the Zoning Regulations and Bixby Land Use.

COMPREHENSIVE PLAN:

Land Use Intensities: Medium, Low, and Development Sensitive

Land Use: Commercial, Residential, Vacant, AG, Rural Residences and Open Land

Urban Design Elements: Borders Secondary Arterial

EXHIBITS:

Preliminary Plat KUM & GO 835 ADDITION

Aerial Map

VNB Plat Vacation Documents

VNB PLAT

STAFF RECOMMENDATIONS:

Staff recommends approval of the Preliminary and Final Plat of KUM & GO 835 ADDITION A RE-SUBDIVISION OF LOT 2 BLOCK 1, VNB ADDITION subject to the resolution of comments from Staff and TAC.

TAC COMMENTS:

1. BTC-has access-is good with easement size and locations
2. Letters-sent by Michael Joyce-waiting for Patrick to bless submitted partial vacation of Plat/Termination of DOD & restrictive covenants-Joyce has requested quick reply
3. ONG does not seem to have any problem
4. COX-Access is available
5. Fire Marshal-good with ingress/egress-water line will be extended & hydrant placed
6. Chris Cloyde- requested sign sheet.

PLANNING COMMENTS: (Not Complete List)

7. Before the City Council Final Plat hearing:
 - a. Please provide release letters from all utility companies serving the subdivision as per Subdivision Regulations Section 12-2-6.B.
 - b. Please have plat corrections completed and be ready to run your prints before the City Council meeting.
8. Provide copies of the MAE after filing with Tulsa County by separate instrument with Kouhi, Inc. (Twisted Sisters-building)
9. ~~The City of Bixby prefers you do not use "FINAL PLAT" on the Preliminary Plat submittal~~
10. The vacation of Lot (1), Block (2) of VNB Plat will be submitted in conjunction with the platting of KUM & GO 835 ADDITION Plat
11. Provide a copy of the signed, stamped Vacation Documents related to VNB Plat No. 6192, Lot (1), Block (2)

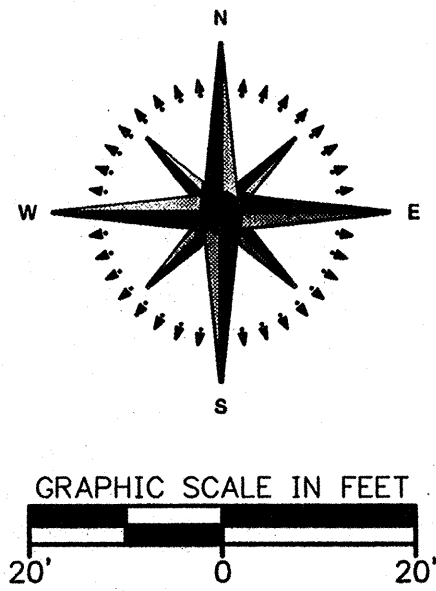
ENGINEERING COMMENTS: FORTHCOMING

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

ON _____
BY MAYOR - VICE MAYOR

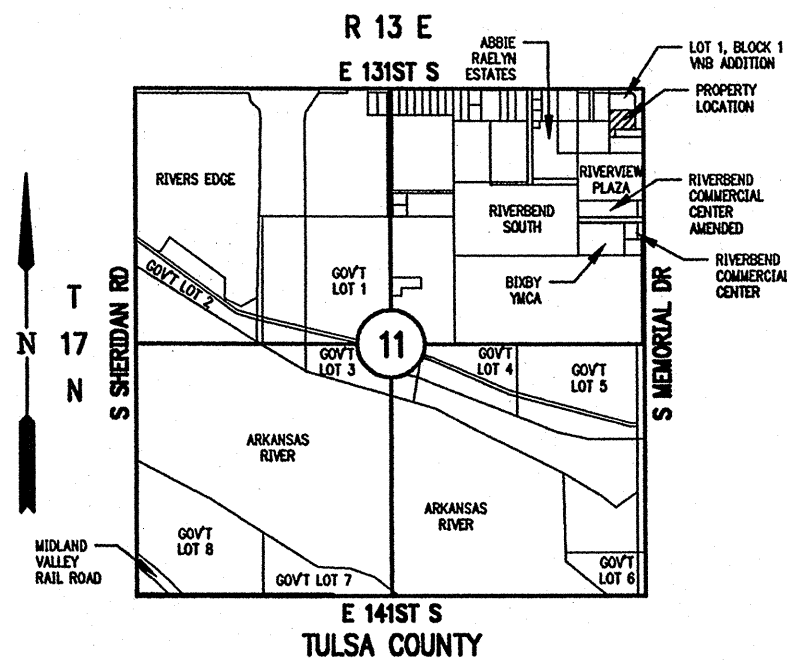
THIS APPROVAL IS VOID IF THE
ABOVE SIGNATURE IS NOT
ENDORSED BY THE CITY MANAGER
OR CITY CLERK.

BY _____
CITY MANAGER - CITY CLERK



FINAL PLAT
OF
KUM & GO 835 ADDITION
A MINOR SUBDIVISION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA
A RE-SUBDIVISION OF LOT 2, BLOCK 1, VNB ADDITION, PLAT NO. 6192, LOCATED IN
A PART OF THE NE/4 OF THE NE/4 OF THE NE/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 13 EAST
1.32 ACRES, 1 LOT, 1 BLOCK

OWNER/DEVELOPER:
KUM & GO
4400 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266
CONTACT: ROBERT FIEBIG III
515-457-6389



LOCATION MAP
SCALE IN FEET
0 2000
NOTE: ALL PROPERTIES SHOWN
HEREON ARE UNPLATTED
UNLESS OTHERWISE NOTED.

220 E. 8th Street
Tulsa, Oklahoma 74119
Crafton Tull
architecture | engineering | surveying
918.584.0347 | 918.584.3783 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION
CA 973 (PEAS) EXPIRES 6/30/2018

SURVEYOR/ENGINEER

A. B. WATSON, JR. PLS 1057
220 EAST 8TH STREET
TULSA, OK 74119
918-584-0347
BRADY.WATSON@CRAFTONTULL.COM

W. CHARLES MITCHELL, PE 21625
220 EAST 8TH STREET
TULSA, OK 74119
918-584-0347
CHUCK.MITCHELL@CRAFTONTULL.COM

SYMBOLS

- SET IRON PIN (SIP)
- + CHISELED "X"
- o FOUND IRON PIN (FIP)
- L.A. LIMITS OF ACCESS
- L.N.A. LIMITS OF NO ACCESS
- M.A.E. MUTUAL ACCESS EASEMENT

LINEWORK

EXISTING EASEMENT	_____
NEW EASEMENT	_____
RIGHT OF WAY	_____
PROPERTY LINE	_____
SECTION LINE	=====
CURB & GUTTER	_____
EXISTING BUILDING	_____
EDGE OF CONCRETE	_____
EXISTING LOT LINE	_____

FLOOD STATEMENT

FIRM PANEL NO. 40143C0432L DATED OCTOBER 16, 2012
CLASSIFIES THE PROPERTY DESCRIBED HEREON AS ZONE "SHADED
X", AN AREA OF 0.2% ANNUAL CHANCE FLOOD WITH AVERAGE
DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LEES
THAN 1 FOOT OR WITH DRAINAGE AREAS LEES THAN 1 SQUARE
MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL
CHANCE FLOOD.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS
SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE
CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT
REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF
FLOODING.

PREPARED DATE: AUGUST 26, 2016
SHEET 1 OF 2

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.

BENCHMARK

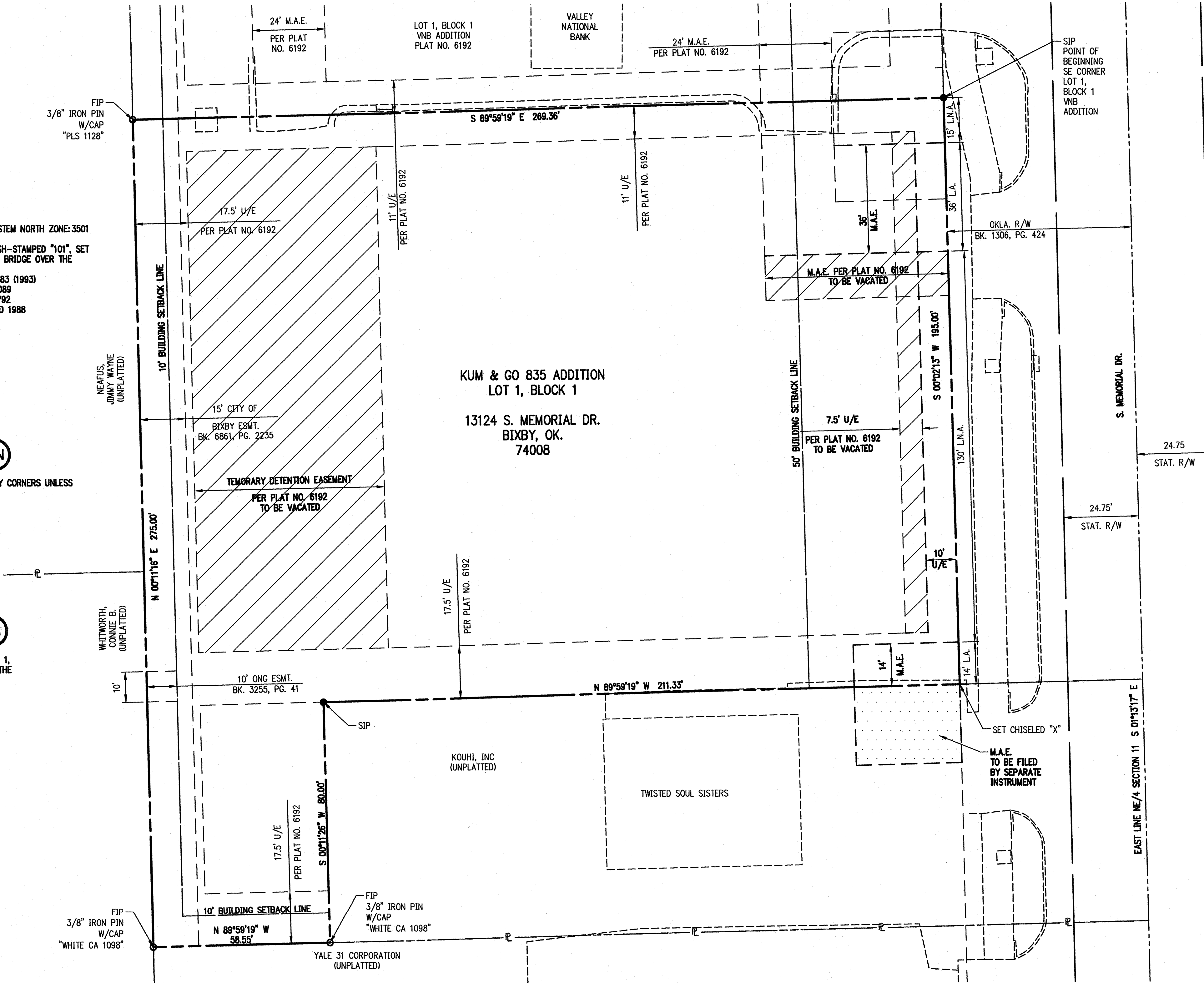
OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE: 3501
ADS "B101"
5/8" REBAR-1 1/2" ALUMINUM CAP-FLUSH-STAMPED "101", SET
N.E. OF THE NORTH BOUND MEMORIAL ST. BRIDGE OVER THE
ARKANSAS RIVER.
HORIZONTAL DATUM: NAD83 (1993)
NORTHING: 356043.089
EASTING: 2594030.792
VERTICAL DATUM: NAVD 1988
ELEV. 602.14

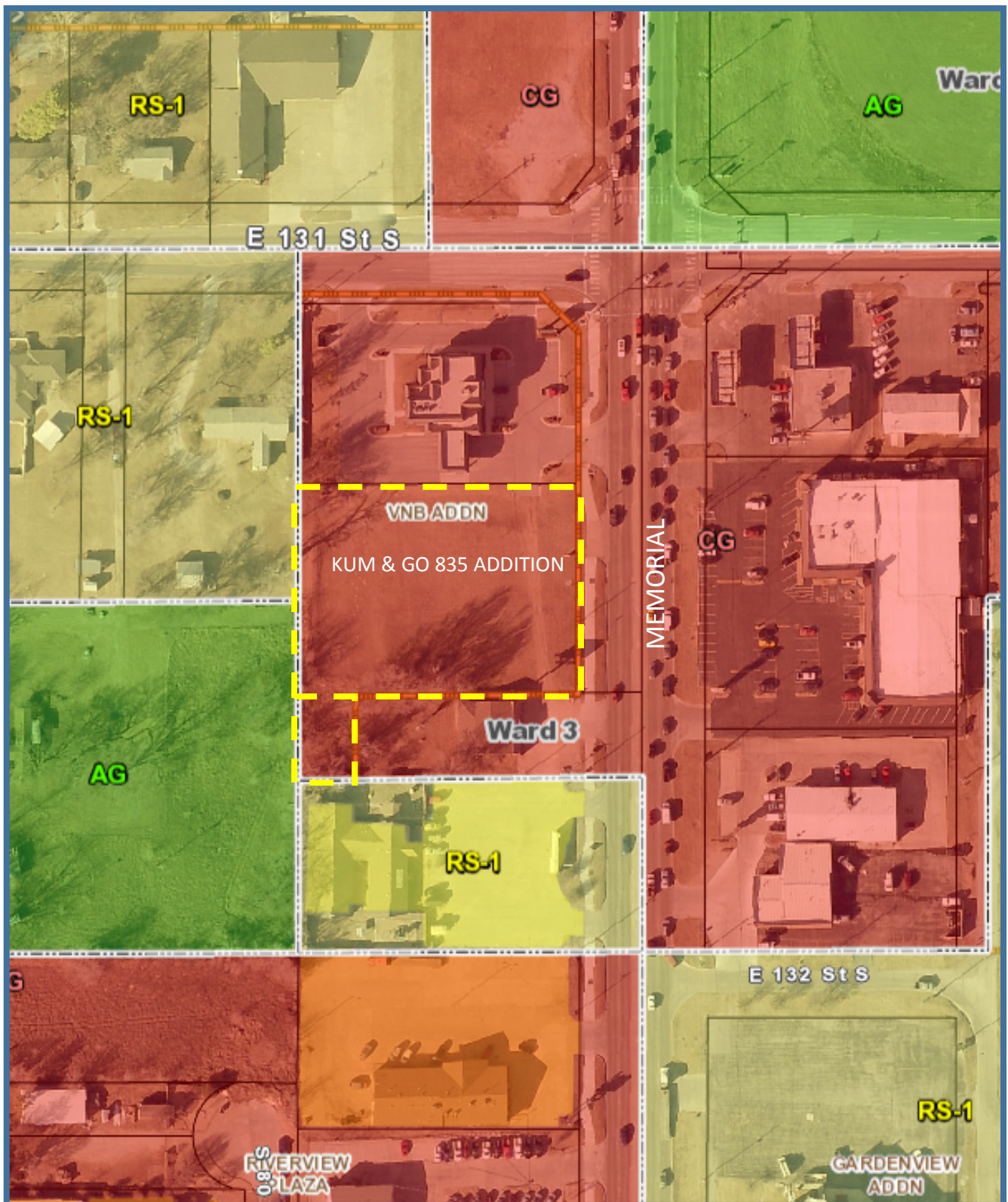
MONUMENTATION

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

BASIS OF BEARING

THE WEST LINE OF LOT 2, BLOCK 1,
VNB ADDITION, AN ADDITION TO THE
CITY OF BIXBY
N 00°11'16" E





**PARTIAL VACATION OF PLAT, TERMINATION OF
DEED OF DEDICATION
AND RESTRICTIVE COVENANTS
VNB ADDITION**

(PLAT NO. 6192)

THIS PARTIAL VACATION OF PLAT, TERMINATION OF DEED OF DEDICATION AND RESTRICTIVE COVENANTS, VNB ADDITION, PLAT NO. 6192 is entered into to be effective on the date set forth below.

RECITALS:

- A. The Plat and Deed of Dedication and Restrictive Covenants of **VNB ADDITION** was recorded in the office of the Tulsa County Clerk as Plat No. 6192 on March 14, 2008 (the "Plat").
- B. The undersigned property owners collectively constitute the owners of all of the lots in **VNB ADDITION** both in the part to be vacated by this instrument and the part that will not be vacated.
- C. The Plat should be vacated and the restrictions imposed thereby released as provided below because all of the land in that part of the Plat to be vacated will be replatted and is part of the land which is planned to be included in a new plat to be known as **KUM & GO 835 ADDITION**.

VACATION OF PLAT, ETC.:

NOW, THEREFORE, pursuant to 11 O.S. 2001 Section 42-106, the undersigned property owners hereby vacate the Plat and Deed of Dedication and Restrictive Covenants of **VNB ADDITION** and the same is held for naught insofar as it affects any of the following described property:

All of Lot Two (2), Block One (1) VNB ADDITION, an Addition to the City of Bixby, Tulsa County, State of Oklahoma, according to the Recorded Plat No. 6192 (the "Property").

FURTHER, this instrument terminates and vacates all of the building lines, restrictive covenants, setback lines, limits of no access, and easements, including utility, detention and mutual access easements, provided for in the Deed of Dedication and Restrictive Covenants recorded as part of the Plat (Plat No. 6192) and pertaining to or covering the Property; PROVIDED, some of these items will be rededicated under the new and pending Plat and Deed of Dedication and Restrictive Covenants of **KUM & GO 835 ADDITION** (the "New Plat").

Attached hereto as **EXHIBIT A** and incorporated by reference is the Special Certificate of Tulsa Abstract & Title Company (Ownership Affidavit) showing the ownership of the lots that comprise VNB ADDITION. Attached hereto as **EXHIBIT B** and incorporated herein by this reference is a copy of the Plat of VNB ADDITION. Attached hereto as **EXHIBIT C** and incorporated herein by this reference is a copy of the New Plat of KUM & GO 835 ADDITION.

This vacation shall be effective as of the earlier of the date of its approval by the City of Bixby, Oklahoma or the date of the recording of the pending New Plat of KUM & GO 835 ADDITION.

VALLEY NATIONAL BANK, a banking corp.

By: _____
Name: _____
Its: _____

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

This instrument was acknowledged before me, a Notary Public, on this ____ day of _____, 2016, by _____ as _____ of VALLEY NATIONAL BANK, a banking corp.

NOTARY PUBLIC
Commission No. _____

KG STORE 835, LLC, an Iowa limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss

COUNTY OF _____)

This instrument was acknowledged before me, a Notary Public, on this ____ day of _____, 2016, by _____ as _____ of KG STORE 835, LLC., an Iowa limited liability company.

NOTARY PUBLIC
Commission No. _____

On this _____ day of _____, 2016, the City of Bixby expressly acknowledges, consents and approves of the partial vacation of the VNB ADDITION plat, Plat No. 6192 and to the partial termination of the Deed of Dedication and Restrictive Covenants accompanying the Plat insofar as they affect the Property.

Approved this ____ day of _____, 2016,

By: _____
John Easton, Mayor

(Seal)
ATTEST:

Yvonne Adams, City Clerk

APPROVED:

Patrick Boulden, City Attorney

EXHIBIT A
SPECIAL CERTIFICATE OF TULSA ABSTRACT & TTLE COMPANY
VNB ADDITION

OWNERSHIP AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF TULSA)

The undersigned, duly bonded and qualified abstract company within and for Tulsa County, State of Oklahoma, hereby states that the current records in the Office of the County Clerk in and for Tulsa County, State of Oklahoma, shows the record Owner of the following described property to be:

RECORD OWNER: VALLEY NATIONAL BANK, a banking corp.
And
KG STORE 835, LLC, an Iowa limited liability company

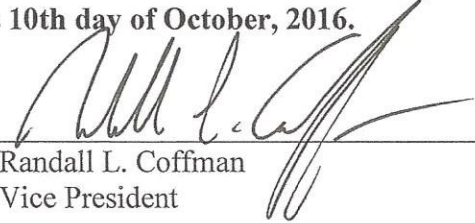
BY VIRTUE OF: TRUSTEE'S WARRANTY DEED, filed
2-15-2007 Doc #2007016784.

GENERAL WARRANTY DEED, filed
8-31-2016 Doc #2016080962.

LEGAL: ALL of VNB ADDITION, a Subdivision in the
City of Bixby, Tulsa County, State of Oklahoma,
according to the Recorded Plat thereof.

As of September 30, 2016 at 7:59 a.m.

In Witness Whereof, we have hereunto set our hand and seal at office in the City of Tulsa, Tulsa County, State of Oklahoma, this **10th day of October, 2016.**



Randall L. Coffman
Vice President

Invoice #449623



EXHIBIT B
COPY OF PLAT OF VNB ADDITION (PLAT 6192)



FINAL PLAT VNB ADDITION

A part of the NE/4 of Section 11, T-17-N, R-13-E, of the I.B. & M.
City of Bixby, Tulsa County, State of Oklahoma.

Addition has 2 Lots in 1 Block
and contains 2.41 acres, more or less.

PLAT No.
6192

FINAL PLAT
CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLAT
WAS APPROVED BY THE CITY OF
ON 10-25-2008
BY Earlene Wilson
CITY MANAGER - CITY CLERK

THE APPROVAL IS VOID IF THE
ABOVE SIGNATURE IS NOT
SIGNED BY THE CITY MANAGER
OR CITY CLERK
BY Earlene Wilson
CITY MANAGER - CITY CLERK

STATE OF OKLAHOMA }
COUNTY OF TULSA }

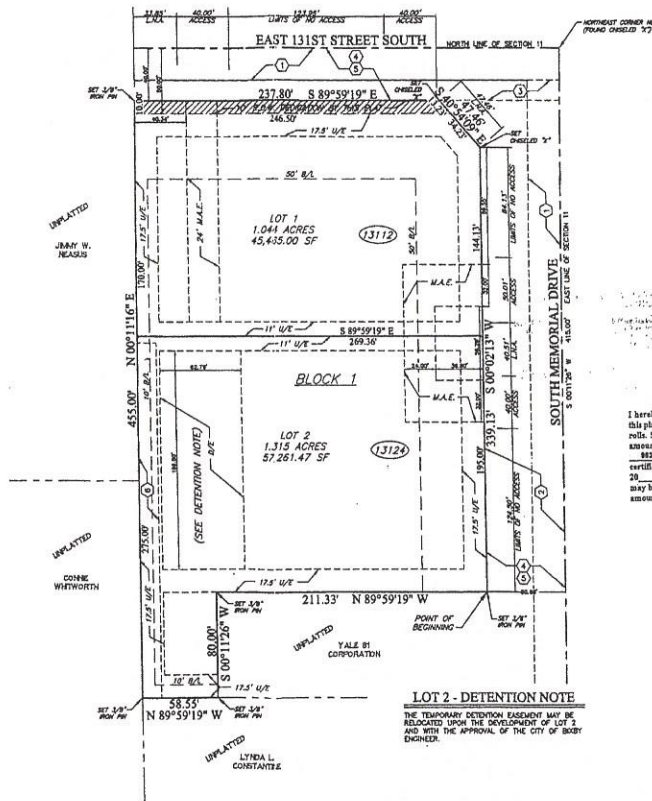
I, Earlene Wilson, Tulsa County Clerk, do hereby certify that the above plat was filed in my office on 10-25-2008 at 10:00 AM and is a true and correct copy of the instrument on file in my office.

Earlene Wilson
Tulsa County Clerk

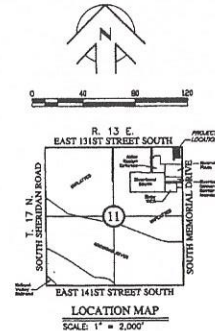


INSTRUMENT NOTES

- 24.75' STATUTORY ROAD RIGHT-OF-WAY ALONG THE NORTH AND EAST PROPERTY LINE.
- EASEMENT TO STATE OF OKLAHOMA, DATED NOVEMBER 15, 1934, FILED JANUARY 20, 1935, RECORDED IN BOOK 1300 AT PAGE 348.
- 15.8' EASEMENT TO TULSA COUNTY, OKLAHOMA, DATED JULY 23, 1934, FILED SEPTEMBER 1, 1934, RECORDED IN BOOK 1300 AT PAGE 348.
- THE LAND GRANTED TO THE STATE OF OKLAHOMA BY THE REPORT OF COMMISSIONERS IN THE DISTRICT COURT OF TULSA COUNTY, STATE OF OKLAHOMA, CASE NO. 04-85-00911, STILED STATE OF OKLAHOMA VS. REL. DEPARTMENT OF TRANSPORTATION OF THE STATE OF OKLAHOMA, PLAINTIFF VS. BELLY JO RANSEY AKA BELLY JO RANSEY AKA BILLY JO RANSEY AKA DONNA M. RANSEY, HUSBAND AND WIFE, AND TULSA COUNTY TREASURER, DEFENDANT(S), DATED JUNE 6, 1985, FILED JUNE 27, 1985, RECORDED IN BOOK 4872 AT PAGE 2431.
- THE LAND GRANTED TO THE STATE OF OKLAHOMA BY THE JUDGMENT IN THE DISTRICT COURT OF TULSA COUNTY, STATE OF OKLAHOMA, CASE NO. 04-85-00911, STILED STATE OF OKLAHOMA VS. REL. DEPARTMENT OF TRANSPORTATION OF THE STATE OF OKLAHOMA, PLAINTIFF VS. BELLY JO RANSEY AKA BELLY JO RANSEY AKA BILLY JO RANSEY AKA DONNA M. RANSEY, HUSBAND AND WIFE, AND TULSA COUNTY TREASURER, DEFENDANT(S), DATED JUNE 6, 1985, FILED JUNE 27, 1985, RECORDED IN BOOK 4872 AT PAGE 2431.
- 15' EASEMENT AGREEMENT, DATED OCTOBER 15, 2002, FILED NOVEMBER 5, 2002, RECORDED IN BOOK 6881 AT PAGE 2235.



LOT 2 - DETENTION NOTE
THE TEMPORARY DETENTION EASEMENT MAY BE RELOCATED UPON THE DEVELOPMENT OF LOT 1 AND WITH THE APPROVAL OF THE CITY OF BIXBY ENGINEER.



DEVELOPER

Valley National Bank
4812 East 81st Street
Tulsa, Oklahoma 74146
(918) 495-1700

SURVEYOR

White Surveying Company
9936 E. 55th Place
Tulsa, Oklahoma 74146
(918) 683-6924
Certificate of Authorization No. CA1068
Expires June 30, 2008

ENGINEER

Khoury Engineering, Inc.
1435 East 41st Street
Tulsa, Oklahoma 74105
(918) 712-8768
Certificate of Authorization No. 3751
Expires June 30, 2008

BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 11 BEING ASSUMED S 00°11'28" W.

MONUMENTATION

ALL CORNERS WERE MONUMENTED BY WHITE SURVEYING COMPANY AS NOTED ON PLAT, USING A NO. 3 REBAR WITH PLASTIC CAP FOR 1008 UNLESS OTHERWISE NOTED.

LEGEND

B/L = BUILDING LINE
D/E = DETENTION EASEMENT
U/E = UTILITY EASEMENT
M.A.E. = MUTUAL ACCESS EASEMENT
(1312) = ADDRESS (ON MEMORIAL)
L.M.A. = LIMITS OF NO ACCESS

ADDRESSES

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.

FLOOD NOTE

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X-UNSHADED" (NOT WITHIN A SPECIAL FLOOD HAZARD AREA), AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 400207 0104, EFFECTIVE DATE: SEPTEMBER 22, 1999 AND LOMR DATED 12/21/00.

PREPARED DATE: MARCH 5, 2008

VNB ADDITION
SHEET 1 OF 2

Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

Valley National Bank, hereinafter referred to as the "Owner/Developer", is the owner of the following described land in the City of Bixby, Tulsa County, State of Oklahoma, to-wit:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4 NE1/4) AND THE NORTH 80 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (N1/2 SE1/4 NE1/4 NE1/4) OF SECTION ELEVEN (11), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY (20) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEGINNING IN THE NORTHEAST CORNER: THENCE SOUTH 41° 00' 00" WEST 272.00 FEET; THENCE SOUTH 90° 00' 00" WEST 18 FEET; THENCE NORTH 49° 00' 00" WEST 239.6 FEET TO POINT OF BEGINNING.

ALSO KNOWN AS FOLLOWS:

A TRACT OF LAND IN THE NORTHEAST QUARTER (NE1/4) OF SECTION ELEVEN (11), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY (20) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEGINNING IN THE NORTHEAST CORNER: THENCE SOUTH 41° 00' 00" WEST 272.00 FEET; THENCE SOUTH 90° 00' 00" WEST 18 FEET; THENCE NORTH 49° 00' 00" WEST 239.6 FEET TO POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE1/4) OF SECTION ELEVEN (11); THENCE SOUTH 0° 11' 20" WEST A DISTANCE OF 415.00 FEET; THENCE NORTH 89° 50' 10" WEST A DISTANCE OF 80.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 50' 10" WEST A DISTANCE OF 211.33 FEET; THENCE SOUTH 0° 11' 20" WEST A DISTANCE OF 80.00 FEET; THENCE NORTH 89° 50' 10" WEST A DISTANCE OF 58.55 FEET; THENCE NORTH 0° 11' 20" EAST A DISTANCE OF 430.00 FEET; THENCE SOUTH 89° 50' 10" EAST A DISTANCE OF 237.80 FEET; THENCE SOUTH 40° 54' 00" EAST A DISTANCE OF 47.40 FEET; THENCE SOUTH 0° 02' 12" WEST A DISTANCE OF 338.10 FEET TO THE POINT OF BEGINNING.

and have caused the above described tract of land to be surveyed, staked, plotted and subdivided into Two (2) lots and One (1) block, in conformity with the accompanying plat, and has designated the subdivision as "VNB ADDITION", a Subdivision in the City of Bixby, Tulsa County, Oklahoma (hereinafter referred to as "VNB ADDITION" or the "Subdivision").

Section I. Easements and Utilities

A. General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "VNB" or "utility easement" for the several purposes of constructing, maintaining, repairing, replacing and otherwise providing for the use of all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and other television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appliances thereto, with the rights of ingress and egress to and upon the utility easements for the use and purposes aforesaid; provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and replace water lines and sewer lines, together with the rights of ingress and egress for such construction, maintenance, operation, laying and replacing over, across and along all of the utility easements depicted on the plat, for the purpose of installing water and/or sewer services to the area included in said lot owner and hereby agrees a restrictive covenant, which covenant shall be binding on each lot owner and his heirs, assigns and assigns, to be enforceable by the City of Bixby, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and 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 service may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways designated 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 easement ways.

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 main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot. Provided that upon the installation of such service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone, cable television and gas service, through its agents and employees, shall at all times have the right of access to all easement ways shown on the plat or otherwise provided for by 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 his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. Each supplier of 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 5 shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agree to be bound hereby.

C. Water, Sanitary Sewer and Storm Sewer Services

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 his lot.

2. 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 public water main, sanitary sewer main or storm sewer, or any construction activity which would interfere with public water mains, sanitary sewer mains or storm sewers shall be prohibited.

3. The City of Bixby, Oklahoma, or its successors, shall be responsible for the ordinary maintenance of public water and 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 of his lot, his agents or contractors.

4. The City of Bixby, Oklahoma, or its successors, shall at all times have right of access to all easement depicted on the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

5. The foregoing covenants set forth in this paragraph 5 shall be enforceable by the City of Bixby, Oklahoma, or its successors, and the owner of the lot agree 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 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 gas service.

2. The owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, 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 shall pay for damage or relocation of facilities caused or necessitated by acts of the owner, or its agents or contractors.

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 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.

4. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of the lot agree to be bound hereby.

E. Surface and Underground Drainage

1. 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 streets and easements for the purpose of permitting the flow, conveyance and discharge of storm water runoff from properties within the subdivision. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across any lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

2. Drainage facilities or other improvements constructed in the subdivision shall be in accordance with the adopted standards of the City of Bixby, Oklahoma.

F. Off-Site Drainage

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from off-site properties and drainage areas of higher elevation and from streets and easements for the purpose of permitting the flow, conveyance and discharge of storm water runoff from off-site properties through the subdivision. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across any lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

G. Detention Easements

1. The owner/developer does hereby dedicate to the City of Bixby, Oklahoma for public use an easement (subject to modification) on, over, and across the property designated and shown on the accompanying plat as "Detention Easement" for the purpose of permitting the flow, conveyance, detention and discharge of stormwater runoff from the "Addition".

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

3. No fence, wall, building, or other obstruction may be placed or maintained in the detention easement area nor shall there be any alteration of the grade or contours in such easement area unless approved by the City of Bixby.

4. Detention, retention, and other drainage facilities shall be maintained by the Owners of "Lot 1 and Lot 2" to the extent necessary to achieve the intended drainage, retention, and detention functions including repair of appurtenances and removal of obstructions and siltation and the Owners shall provide customary grounds maintenance within the detention easement area.

5. In the event the owners of "Lot 1 and Lot 2" should fail to properly maintain the detention, retention, and other drainage facilities or, in the event of the placement of an obstruction within, or the alteration of the grade or contour within the detention easement area, the City of Bixby or its designated contractor may enter 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 owners of "Lot 1 and Lot 2" shall be deemed to have agreed to pay the cost of the work. The City of Bixby, may file of record a copy of the statement of costs, and the owner of the lots shall be a lien against "Lot 1 and Lot 2". A lien established as above provided may be foreclosed by the City of Bixby, Tulsa County, Oklahoma.

H. Paving and Landscaping within Easements

The owner of the lot 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 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.

I. Limits of No Access

The Declarants do hereby relinquish rights of vehicular ingress or egress within any portion of the property adjacent to public streets within the bounds designated as "LIMITS OF NO ACCESS" on the accompanying plat, which "LIMITS OF NO ACCESS" may be amended or released by the City of Bixby Planning Commission, or its successor, and ratified by the City of Bixby, Oklahoma, or at otherwise provided by the laws and statutes of the State of Oklahoma pertaining thereto.

J. Mutual Access Easements

The Owner/Developer hereby grants and establishes a perpetual non-exclusive mutual access easement for the purposes of permitting vehicles to pass over and across the area within the lot and from public streets on, over and across the area within the lots depicted on the accompanying plat as "Mutual Access Easement".

Section II. Enforcement, Duration, Amendment and Severability

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. 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 by the City of Bixby, Oklahoma. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section I, it shall be lawful for the City of Bixby or the owner of any lot or parcel within the subdivision or the 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.

B. Duration

These restrictions and covenants, 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 restrictions and covenants contained within Section I. 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, or its successors. 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 in the records of the Clerk of Tulsa County.

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, Valley National Bank, has executed this instrument this 13th day of March, 2008.

By: Valley National Bank

By: Doug Terry, President and CEO

State of Oklahoma } s.s.
County of Tulsa }
This instrument was acknowledged before me on this 13th day of March, 2008, by Doug Terry, as President and CEO of Valley National Bank.

My commission expires 12-10-10
Notary Public

Certificate of Survey

I, Tom A. Haynes, of White Surveying Company, a Licensed Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and plotted the tract of land described above, and that the accompanying plat designated herein as "VNB ADDITION", a Subdivision in the City of Bixby, Tulsa County, State of Oklahoma, is a true representation of the survey made on the ground by me using accepted surveying practices and meets or exceeds the Oklahoma minimum standards for the Practice of Land Surveying as adopted by the State Board of Registration for Professional Engineers and Land Surveyors.

Executed this 13th day of March, 2008.

Tom A. Haynes
Licensed Professional Land Surveyor, Oklahoma No. 1602

State of Oklahoma } s.s.
County of Tulsa }
The foregoing certificate of survey was acknowledged before me this 13th day of March, 2008 by Tom A. Haynes.

My commission expires 12-10-10
Notary Public



PREPARED DATE: MARCH 5, 2008

VNB ADDITION
SHEET 2 OF 2

EXHIBIT C
COPY OF NEW PLAT OF KUM & GO 835 ADDITION (PENDING)



FINAL PLAT VNB ADDITION

A part of the NE/4 of Section 11, T-17-N, R-13-E, of the I.B. & M,
City of Bixby, Tulsa County, State of Oklahoma.

Addition has 2 Lots in 1 Block
and contains 2.41 acres, more or less.

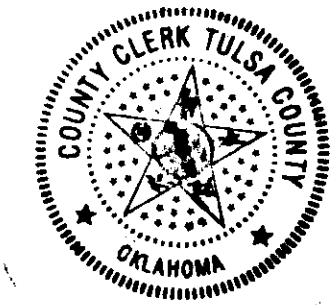
PLAT No.
6192

FINAL PLAT
CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLAT
WAS APPROVED BY THE CITY OF
BIXBY
ON Feb 25, 2008
BY Earlene Wilson
MAYOR - VICE MAYOR
THIS APPROVAL IS VOID IF THE
ABOVE SIGNATURE IS NOT
ENDORSED BY THE CITY MANAGER
OR CITY CLERK.
BY Jimmy W. Neasus
CITY MANAGER - CITY CLERK

STATE OF OKLAHOMA } ss
COUNTY OF TULSA }

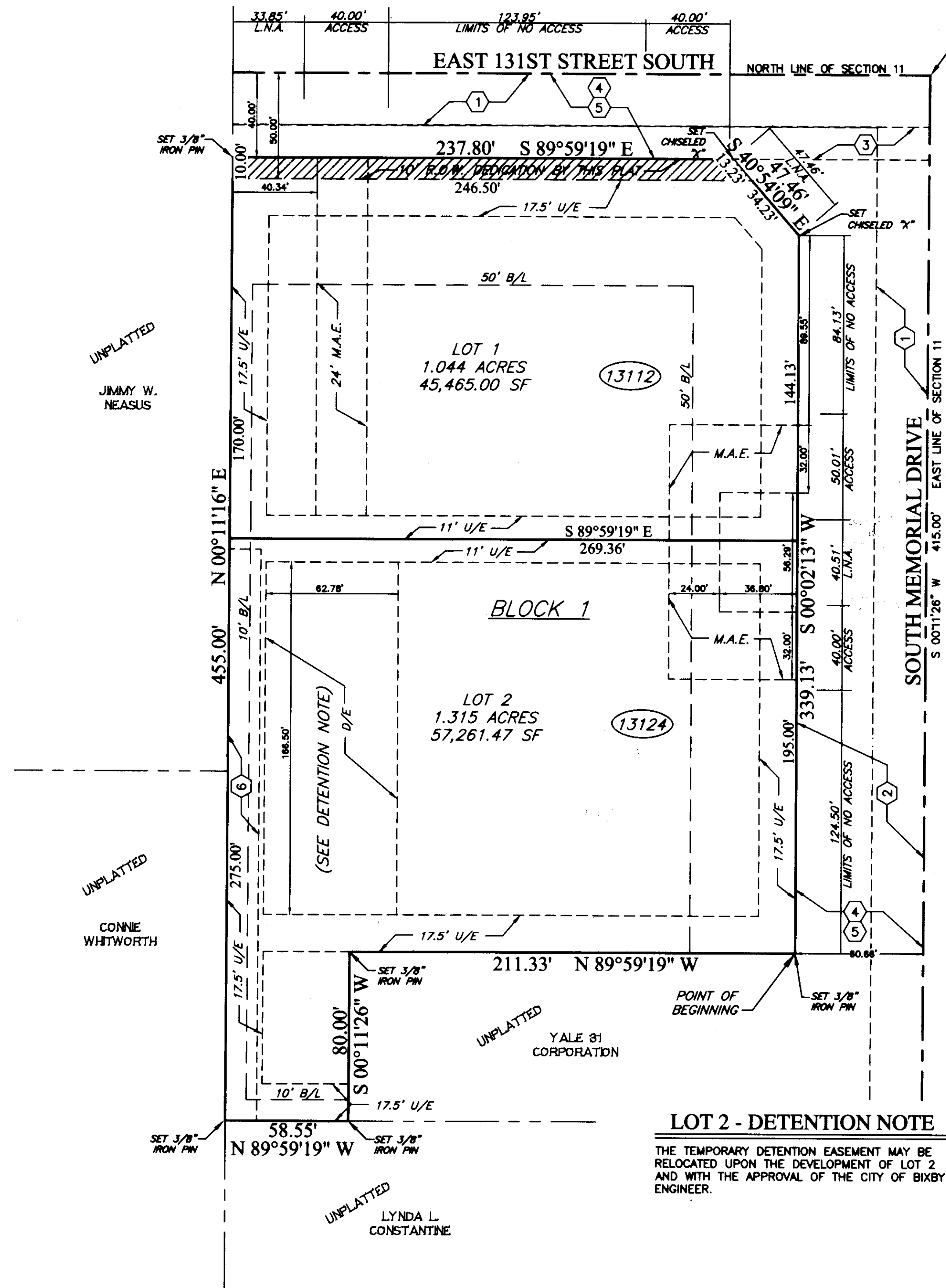
I, Earlene Wilson, Tulsa County Clerk, in and
for the County and State above named, do
hereby certify that the foregoing is a true and
correct copy of a like instrument now on file
in my office.

Dated the 14th day of March, 2008
EARLENE WILSON, Tulsa County Clerk
Jimmy W. Neasus
Deputy



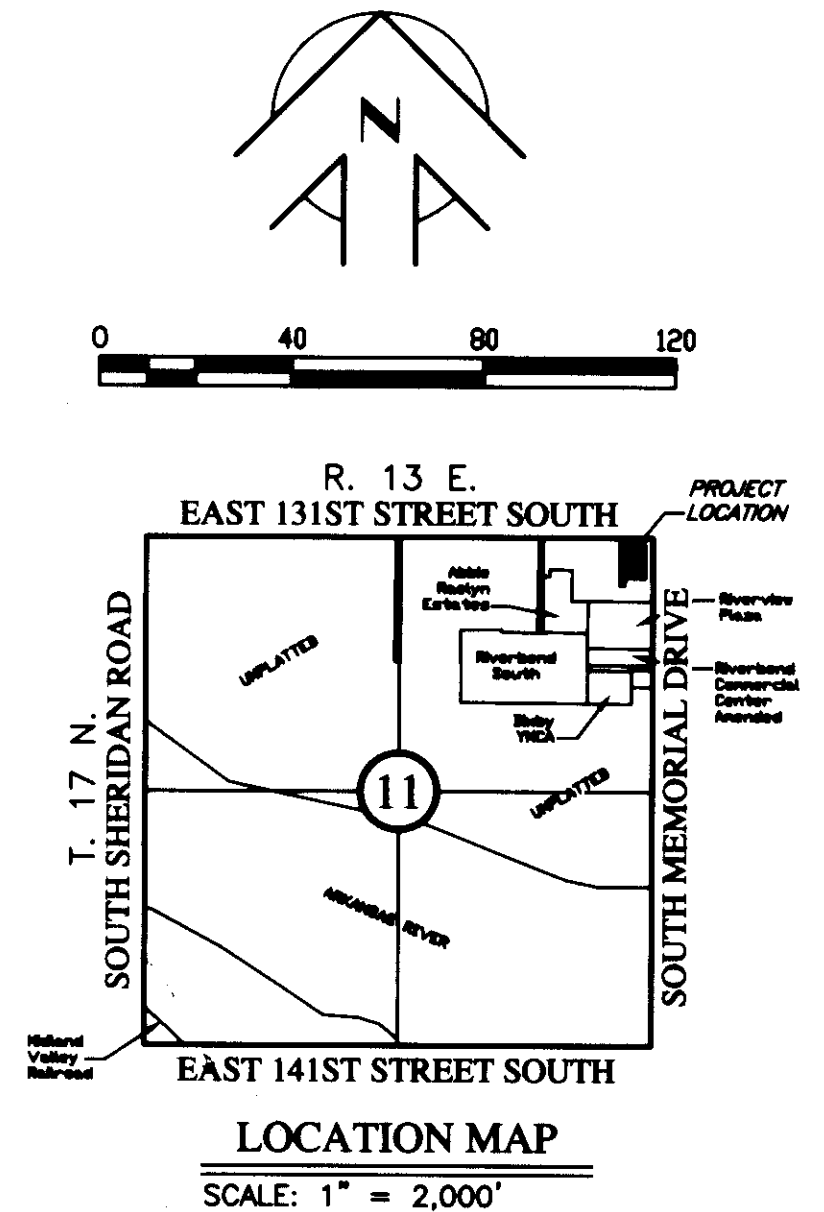
INSTRUMENT NOTES

- 24.75' STATUTORY ROAD RIGHT-OF-WAY ALONG
THE NORTH AND EAST PROPERTY LINE.
- EASEMENT TO STATE OF OKLAHOMA, DATED
NOVEMBER 15, 1938, FILED JANUARY 20, 1939,
RECORDED IN BOOK 1306 AT PAGE 424.
- 15.5' EASEMENT TO TULSA COUNTY, OKLAHOMA,
DATED JULY 23, 1954, FILED SEPTEMBER 1, 1954,
RECORDED IN BOOK 2491 AT PAGE 348.
- THE LAND GRANTED TO THE STATE OF OKLAHOMA
BY THE REPORT OF COMMISSIONERS IN THE
DISTRICT COURT OF TULSA COUNTY, STATE OF
OKLAHOMA, CASE NO. CJ-85-00991, STYLED
STATE OF OKLAHOMA, EX REL DEPARTMENT OF
TRANSPORTATION OF THE STATE OF OKLAHOMA,
PLAINTIFF VS. BILLY JO RAMSEY AKA BILLY JOE
RAMSEY AKA BILL J. RAMSEY AND DONNA M.
RAMSEY, HUSBAND AND WIFE; AND TULSA COUNTY
TREASURER, DEFENDANTS(S), DATED JUNE 6, 1985,
FILED JUNE 27, 1985, RECORDED IN BOOK 4872
AT PAGE 2431.
- THE LAND GRANTED TO THE STATE OF OKLAHOMA
BY THE JUDGMENT IN THE DISTRICT COURT OF
TULSA COUNTY, STATE OF OKLAHOMA, CASE NO.
CJ-85-991, STYLED THE STATE OF OKLAHOMA, EX
REL DEPARTMENT OF TRANSPORTATION OF THE
STATE OF OKLAHOMA, PLAINTIFF VS. BILLY JO
RAMSEY AKA BILLY JOE RAMSEY AKA BILL J.
RAMSEY AND DONNA M. RAMSEY, HUSBAND AND
WIFE; AND TULSA COUNTY TREASURER, FILED
AUGUST 13, 1992, RECORDED IN BOOK 5427 AT
PAGE 778.
- 15' EASEMENT AGREEMENT, DATED OCTOBER 15,
2002, FILED NOVEMBER 5, 2002, RECORDED IN
BOOK 6861 AT PAGE 2235.



CERTIFICATE
I hereby certify that all real estate taxes involved in
this plat have been paid as reflected by the current tax
rolls. Security as required has been provided in the
amount of \$ 12,852.00 per trust receipt no.
9532 to be applied to 20 08 taxes. This
certificate is NOT to be construed as payment of
20 08 taxes in full but is given in order that this plat
may be filed on record. 20 08 taxes may be
the amount of the security deposit.

Dated 14-Mar-08
Dennis Seibert
Tulsa County Treasurer
Deputy



DEVELOPER

Valley National Bank
4812 East 81st Street
Tulsa, Oklahoma 74136
(918) 495-1700

SURVEYOR

White Surveying Company
9936 E. 55th Place
Tulsa, Oklahoma 74146
(918) 663-6924
Certificate of Authorization No. CA1098
Expires June 30, 2009

ENGINEER

Khoury Engineering, Inc.
1435 East 41st Street
Tulsa, Oklahoma 74105
(918) 712-8768
Certificate of Authorization No. 3751
Expires June 30, 2009

BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED ON
THE EAST LINE OF SECTION 11 BEING ASSUMED S
00°11'26" W.

MONUMENTATION

ALL CORNERS WERE MONUMENTED BY WHITE SURVEYING
COMPANY AS NOTED ON PLAT. USING A NO. 3 REBAR
WITH PLASTIC CAP #CA 1098 UNLESS OTHERWISE NOTED.

LEGEND

B/L = BUILDING LINE
D/E = DETENTION EASEMENT
U/E = UTILITY EASEMENT
M.A.E. = MUTUAL ACCESS EASEMENT
(13124) = ADDRESS (ON MEMORIAL)
L.N.A. = LIMITS OF NO ACCESS

ADDRESSES

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.

FLOOD NOTE

THIS PROPERTY IS LOCATED IN FLOOD ZONE
"X-UNSHADED" (NOT WITHIN A SPECIAL FLOOD
HAZARD AREA), AS PER FLOOD INSURANCE RATE
MAP, COMMUNITY PANEL NO. 400207 0610H,
EFFECTIVE DATE: SEPTEMBER 22, 1999 AND LOMR
DATED 12/21/00.

PREPARED DATE: MARCH 5, 2008

VNB ADDITION
SHEET 1 OF 2

Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

Valley National Bank, hereinafter referred to as the "Owner/Developer", is the owner of the following described land in the City of Bixby, Tulsa County, State of Oklahoma, to-wit:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4 NE/4 NE/4) AND THE NORTH 99 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (N/2 SE/4 NE/4 NE/4 NE/4) OF SECTION ELEVEN (11), 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.

ALSO KNOWN AS FOLLOWS:

A TRACT OF LAND IN THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), 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, BEGINNING IN THE NORTHEAST CORNER; THENCE SOUTH 415 FEET; THENCE WEST 272 FEET; THENCE SOUTH 80 FEET; THENCE WEST 58 FEET; THENCE NORTH 495 FEET; THENCE EAST 329.8 FEET TO POINT OF ORIGIN.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11); THENCE SOUTH 00°11'26" WEST A DISTANCE OF 415.00 FEET; THENCE NORTH 89°59'19" WEST A DISTANCE OF 60.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°59'19" WEST A DISTANCE OF 211.33 FEET; THENCE SOUTH 00°11'26" WEST A DISTANCE OF 80.00 FEET; THENCE NORTH 89°59'19" WEST A DISTANCE OF 58.55 FEET; THENCE NORTH 00°11'16" EAST A DISTANCE OF 455.00 FEET; THENCE SOUTH 89°59'19" EAST A DISTANCE OF 237.80 FEET; THENCE SOUTH 40°54'09" EAST A DISTANCE OF 47.46 FEET; THENCE SOUTH 00°02'13" WEST A DISTANCE OF 339.13 FEET TO THE POINT OF BEGINNING.

and have caused the above described tract of land to be surveyed, staked, platted and subdivided into Two (2) lots and One (1) block, in conformity with the accompanying plat, and has designated the subdivision as "VNB ADDITION", a Subdivision in the City of Bixby, Tulsa County, Oklahoma (hereinafter referred to as "VNB ADDITION" or the "Subdivision").

Section I. Easements and Utilities

A. General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "U/E" or "utility easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid; provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying 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 that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls that do not constitute an obstruction.

B. Underground Service

- Overhead lines for the supply of electric, telephone and cable television services may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.
- Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot. Provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.
- 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 easement ways shown on the plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.
- The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- The foregoing covenants set forth in this paragraph B shall be enforceable by each 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 Services

- The owner of the lot shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on his lot.
- 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 public water main, sanitary sewer main or storm sewer, or any construction activity which would interfere with public water mains, sanitary sewer mains or storm sewers shall be prohibited.

- The City of Bixby, Oklahoma, or its successors, shall be responsible for the ordinary maintenance of public water and 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 of his lot, his agents or contractors.

- The City of Bixby, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

- The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Bixby, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

D. Gas Service

- The supplier of gas service through its agents and employees shall at all times have the right of access to all such 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 gas service.

- The Owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, 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 shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner, or its agents or contractors

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

- The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

E. Surface and Underground 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 streets and easements for the purpose of permitting the flow, conveyance and discharge of storm water runoff from properties within the subdivision. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across any lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

- Drainage facilities or other improvements constructed in the subdivision shall be in accordance with the adopted standards of the City of Bixby, Oklahoma.

F. Off-Site Drainage

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from off-site properties and drainage areas of higher elevation and from streets and easements for the purpose of permitting the flow, conveyance and discharge of storm water runoff from off-site properties through the subdivision. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across any lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

G. Detention Easements

- The owner/developer does hereby dedicate to the City of Bixby, Oklahoma for Public Use an easement (subject to modification) on, over, and across the property designated and shown on the accompanying plat as 'Detention Easement' for the purpose of permitting the flow, conveyance, detention and discharge of stormwater runoff from the 'Addition'.

- Detention, retention, and other drainage facilities constructed within the detention easement area shall be in accordance with the standards and specifications approved by the City of Bixby, Oklahoma.

- No fence, wall, building, or other obstruction may be placed or maintained in the detention easement area nor shall there by any alteration of the grades or contours in such easement area unless approved by the City of Bixby.

- Detention, retention, and other drainage facilities shall be maintained by the Owners of 'Lot 1 and Lot 2', to the extent necessary to achieve the intended drainage, retention, and detention functions including repair of appurtenances and removal of obstructions and siltation and the Owners shall provide customary grounds maintenance within the detention easement area.

- In the event the owners of 'Lot 1 and Lot 2' should fail to properly maintain the detention, retention, and other drainage facilities or, in the event of the placement of an obstruction within, or the alteration of the grade or contour within the detention easement area, the City of Bixby or its designated contractor may enter 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 owners of 'Lot 1 and Lot 2'. In the event the owners fail to pay the cost of maintenance after completion of the repair and receipt of a statement of costs, the City of Bixby, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against 'Lot 1 and Lot 2'. A lien established as above provided may be foreclosed by the City of Bixby, Tulsa County, Oklahoma.

H. Paving and Landscaping within Easements

The owner of the lot 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 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.

I. Limits of No Access

The Declarants do hereby relinquish rights of vehicular ingress or egress within any portion of the property adjacent to Public Streets within the bounds designated as "LIMITS OF NO ACCESS" on the accompanying plat, which "LIMITS OF NO ACCESS" may be amended or released by the City of Bixby Planning Commission, or its successor, and ratified by the City of Bixby, Oklahoma, or as otherwise provided by the laws and statutes of the State of Oklahoma pertaining thereto.

J. Mutual Access Easements

The Owner/Developer hereby grants and establishes a perpetual non-exclusive mutual access easement for the purposes of permitting vehicular and pedestrian passage to and from the lots to and from public streets on, over and across the area within the lots depicted on the accompanying plat as "Mutual Access Easement".

Section II. Enforcement, Duration, Amendment and Severability

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. 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. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section I, it shall be lawful for the City of Bixby or the owner of any lot or parcel within the Subdivision or the 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.

B. Duration

These restrictions and covenants, 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 restrictions and covenants contained within Section I. 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, or its successors. 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 in the records of the Clerk of Tulsa County.

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, Valley National Bank, has executed this instrument this 7th day of March, 2008.

By: Valley National Bank

By: Doug Terry
Name: Doug Terry, President and CEO

State of Oklahoma)
) s.s.
County of Tulsa)

This instrument was acknowledged before me on this 7th day of March, 2008, by Doug Terry, as President and CEO of Valley National Bank.

My commission expires

Notary Public



Certificate of Survey

I, Tom A. Haynes, of White Surveying Company, a Licensed Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "VNB ADDITION", a Subdivision in the City of Bixby, Tulsa County, State of Oklahoma, is a true representation of the survey made on the ground by me using accepted surveying practices and meets or exceeds the Oklahoma minimum standards for the Practice of Land Surveying as adopted by the State Board of Registration for Professional Engineers and Land Surveyors.

Executed this 6th day of March, 2008.

Tom A. Haynes
Licensed Professional Land
Surveyor, Oklahoma No. 1052

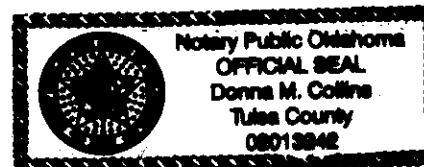


State of Oklahoma)
) s.s.
County of Tulsa)

The foregoing certificate of survey was acknowledged before me this 6th day of March, 2008 by Tom A Haynes.

My commission expires

Notary Public



PREPARED DATE: MARCH 5, 2008

Bixby Planning Commission

~ MEETING PROCEDURES ~

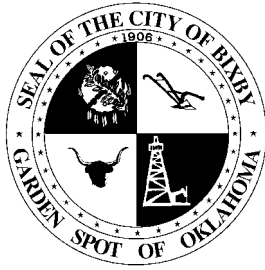
THANK YOU FOR YOUR PARTICIPATION

In order to conduct the zoning public hearing in an orderly manner, we ask that you abide the following rules:

- 1) The Commission will first hear from the Staff:
 - a. Explanation of the proposed item
 - b. Physical facts of the property under application
 - c. Surrounding property
 - d. Presentation of the Staff's recommendation
- 2) The Commission will hear the applicant's presentation (not to exceed 10 minutes)
- 3) The Commission will hear from any interested parties or Protestants.
 - a. Each speaker will have up to 5 minute times
 - i. No Sharing of minutes
 - ii. One (1) opportunity to speak
 - iii. 30 minutes or less total (public hearing portion)
 - b. **THOSE WISHING TO SPEAK MUST USE THE SIGN-IN SHEET**
- 4) Please For Public Record, if you do choose to speak
 - a. State your name
 - b. State your address
- 5) The Commission will hear the applicant's rebuttal, if any, not to exceed ten (10) minutes.

During the hearing, the Commission may ask questions of staff, the applicant or interested parties.

In the room are representatives of the Legal Department and the City of Bixby Staff. We do have a taping system; therefore, please direct all of your comments into the microphone.



CITY OF BIXBY
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008

(918) 366-4430

STAFF REPORT

To: Bixby Planning Commission

From: Marcae' Hilton, City Planner

Date: Monday, October 27, 2016

RE: Discussion, Review and Action on the **Planning Commission 2017 Calendar**

REQUEST: Please discuss, review and take action on the 2017 calendar details for 2017 PLANNING COMMISSION

1. Meetings will begin at 6:00 PM
2. Third Monday of every month
*If there is a City holiday on the regularly scheduled meeting night, the meeting will be moved to Tuesday of the same week.
3. The due date for applications will be six (6) weeks prior, on Tuesday

MONTH	DATE	DAY OF WEEK	APPLICATION DUE DATE
January	17	*Tuesday	Tuesday, December 6, 2016
February	20	*Tuesday	Tuesday, January 10, 2017
March	20	Monday	Tuesday, February 7, 2017
April	17	Monday	Tuesday, March 7, 2017
May	15	Monday	Tuesday, April 4, 2017
June	19	Monday	Tuesday, May 9, 2017
July	17	Monday	Tuesday, June 6, 2017
August	21	Monday	Tuesday, July 11, 2017
September	18	Monday	Tuesday, August 8, 2017
October	16	Monday	Tuesday, September 5, 2017
November	20**	Monday	Tuesday, October 10, 2017
December	18	Monday	Tuesday, November 7, 2017
January (2018)	16	*Tuesday	Tuesday, December 5, 2017

**Week of Thanksgiving