

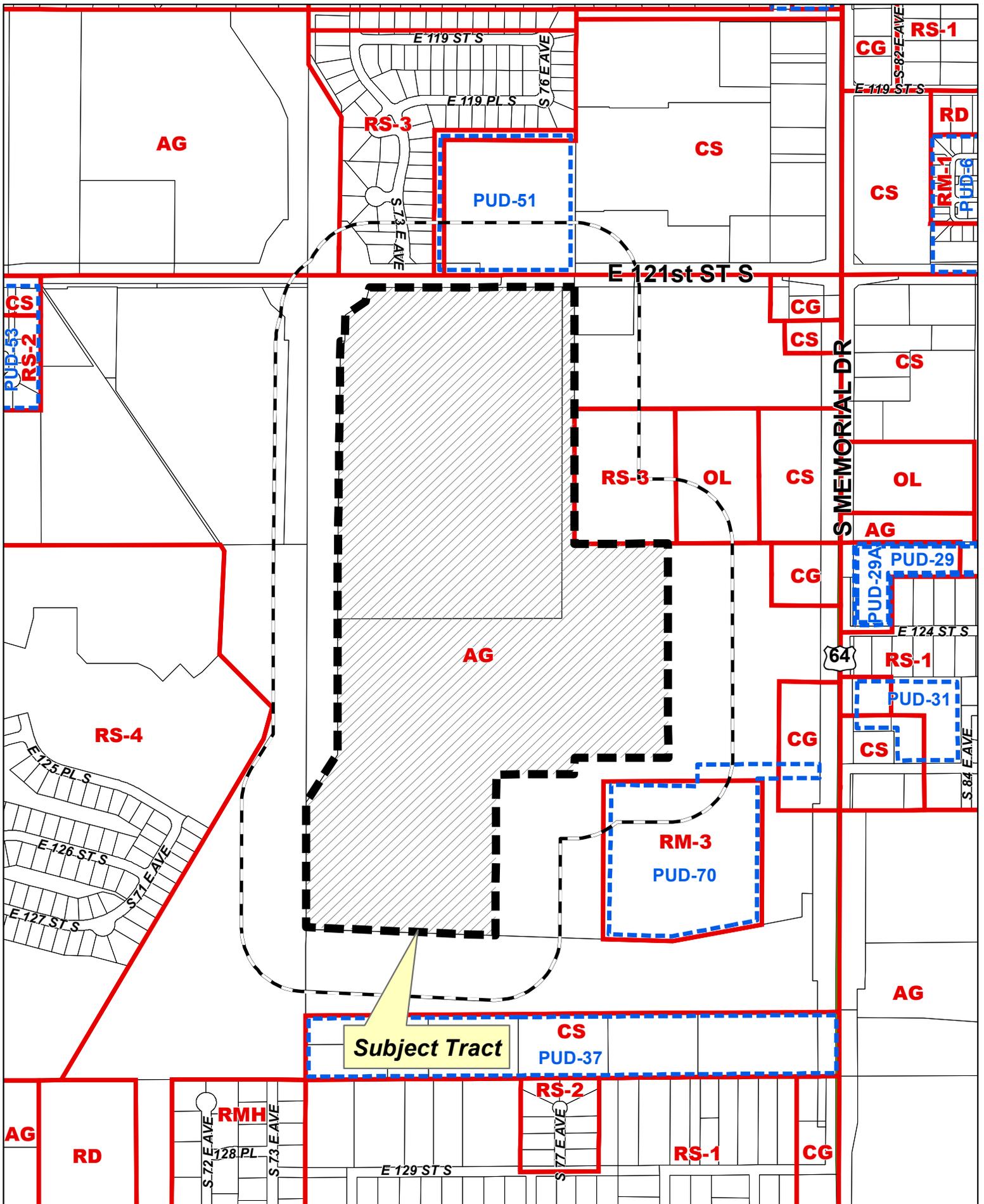
**AGENDA**  
**TECHNICAL ADVISORY COMMITTEE**  
**CONFERENCE ROOM**  
**DAWES BUILDING CITY OFFICES**  
**113 WEST DAWES AVE**  
**BIXBY, OK 74008**  
**February 06, 2013 – 10:00 AM**

1. Call to Order
2. **PUD 76 – Scenic Village Park – Tanner Consulting, LLC.** Discussion and review of a rezoning request for approval of a Planned Unit Development (PUD) for 92 acres in part of the E/2 of Section 02, T17N, R13E.  
Property Located: South and west of the intersection of 121<sup>st</sup> St. S. and Memorial Dr.
3. **Preliminary Plat / Final Plat – Bixby Centennial Plaza II – Rosenbaum Consulting, LLC.** Discussion and review of a Preliminary Plat and a Final Plat and certain Modifications/Waivers for “Bixby Centennial Plaza II,” Lot 7 and the N. 42’ of Lot 8, Block 1, *Bixby Centennial Plaza*.  
Property Located: Approximately the 11900-block of S. Memorial Dr.
4. Old Business
5. New Business
6. Adjournment

Posted By: \_\_\_\_\_

Date: \_\_\_\_\_

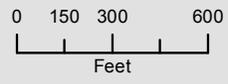
Time: \_\_\_\_\_



**Subject Tract**

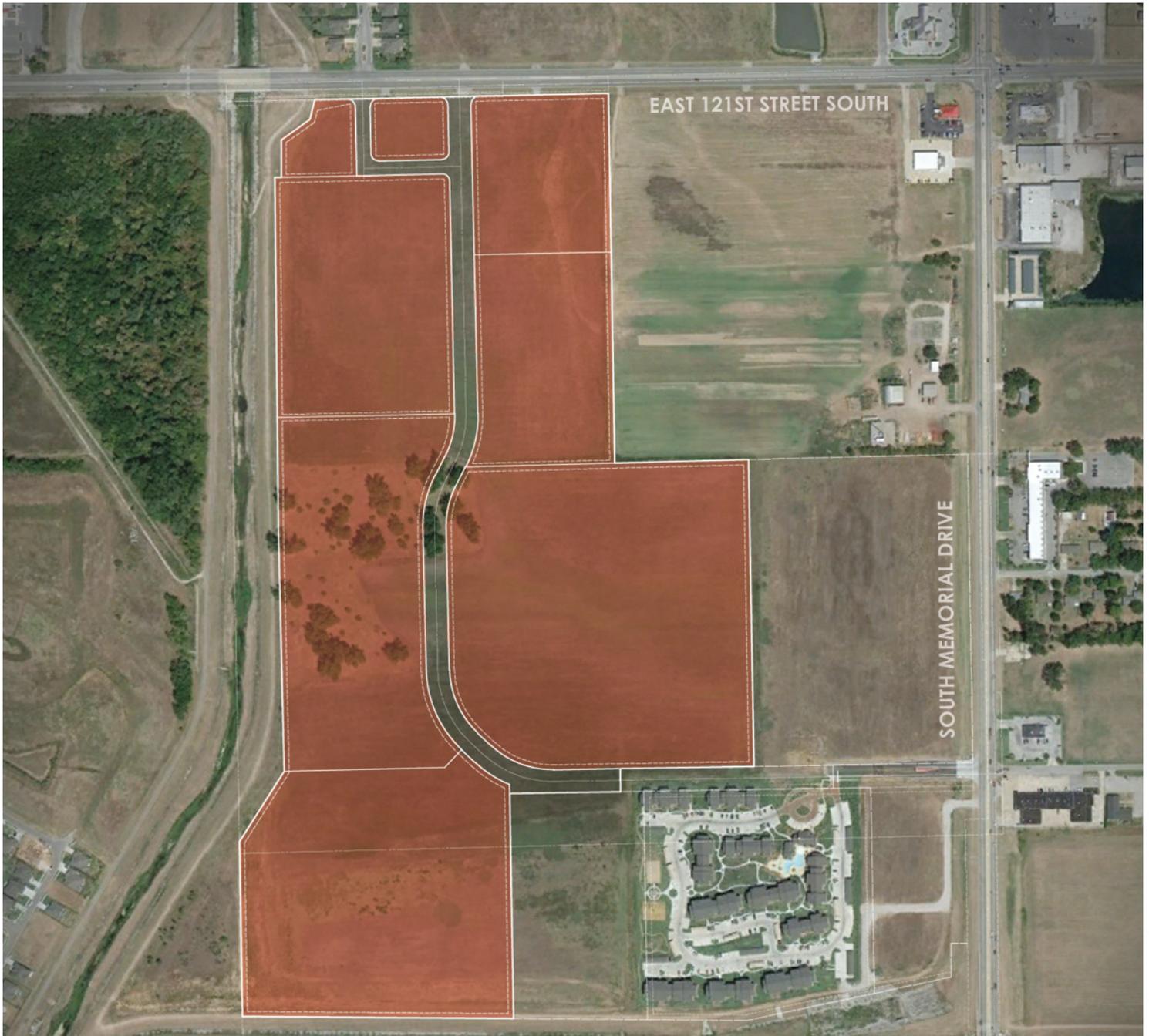


**PUD-76**



02 17-13





EAST 121ST STREET SOUTH

SOUTH MEMORIAL DRIVE



**APPLICANT/OWNER:**  
 121ST AND MEMORIAL, L.L.C.  
 C/O RICK DODSON, MANAGER  
 6205 E. 105TH STREET  
 TULSA, OK 74137  
 DODSONBUILDING@COX.NET

**DEVELOPMENT ENGINEER:**  
 TANNER CONSULTING LLC  
 C/O RICKY JONES  
 5323 SOUTH LEWIS AVENUE  
 TULSA, OK 74105  
 RICKY@TANNERBAITSHOP.COM



121ST AND MEMORIAL

# SCENIC VILLAGE PARK

PUD# 76

PREPARED JANUARY 22nd, 2013

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## **I. DEVELOPMENT CONCEPT**

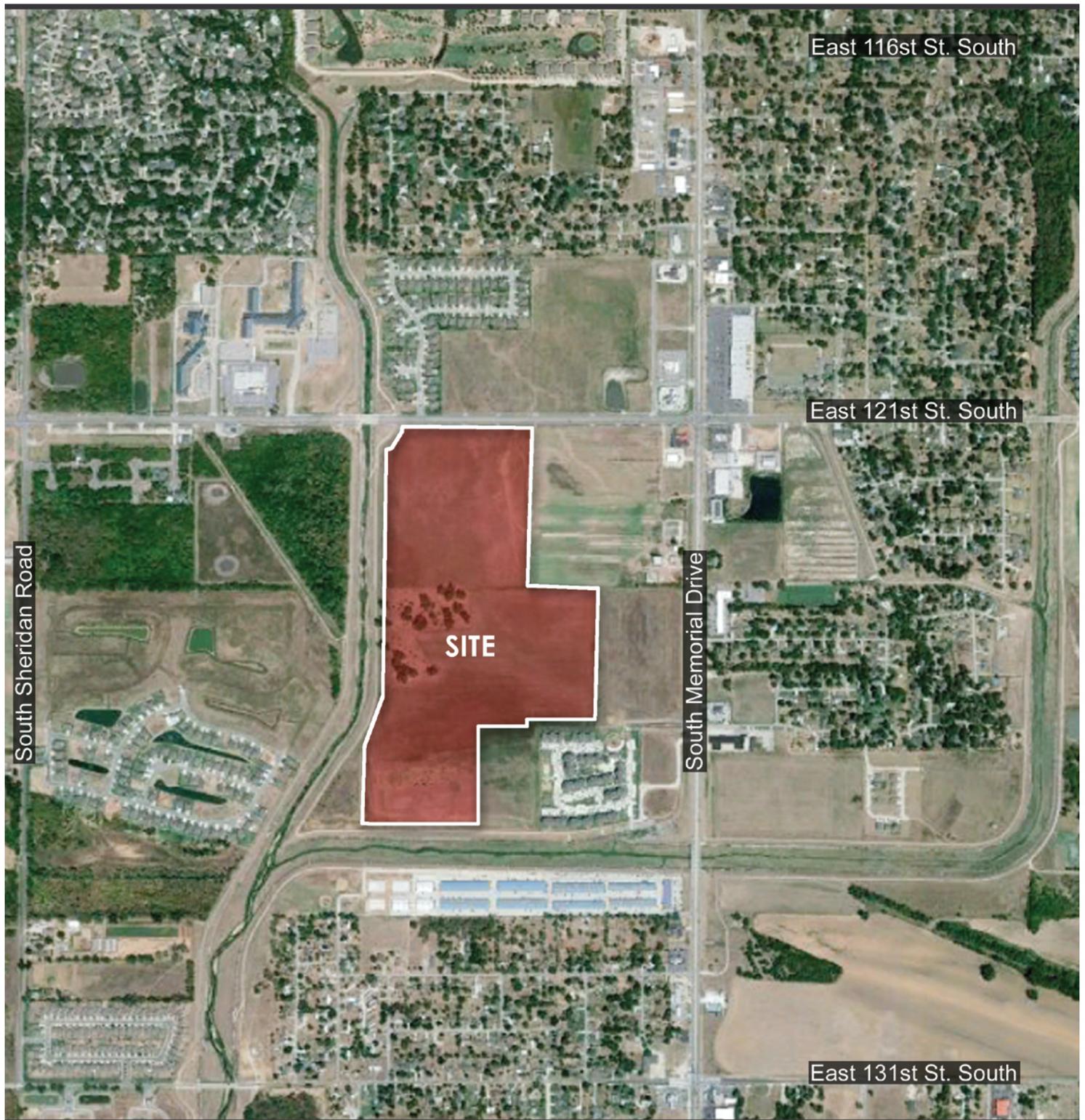
Planned Unit Development No. 76 (hereinafter "PUD 76") comprises 92 acres (hereinafter the "Property" or "Site") located approximately 1320 feet west of the southwest corner of East 121<sup>st</sup> Street South and South Memorial Drive, Bixby Oklahoma. The Property is presently zoned AG.

Scenic Village Park is planned as a mixed-use development, including retail, general commercial, office, office warehouse, mini-storage, continuing care and various residential uses.

The Property is located within the South Memorial Corridor Development Area established by the Bixby Comprehensive Plan 2001-2020 which principally designates the Corridor for commercial uses. Current development of proximate sites include retail, mini-storage, office warehouse and apartment uses.

This planned unit development is intended to establish a conceptual site plan with designation of development areas, allocation of uses and intensity of uses and development standards and conditions to be followed by detailed site plans of each phase of development submitted to and approved by the Bixby Planning Commission. The Property is presently zoned AG Agriculture District. In order to implement this Planned Unit Development, an accompanying application has been filed to rezone the Property to a CG Commercial General District.

# EXHIBIT A AERIAL PHOTOGRAPHY

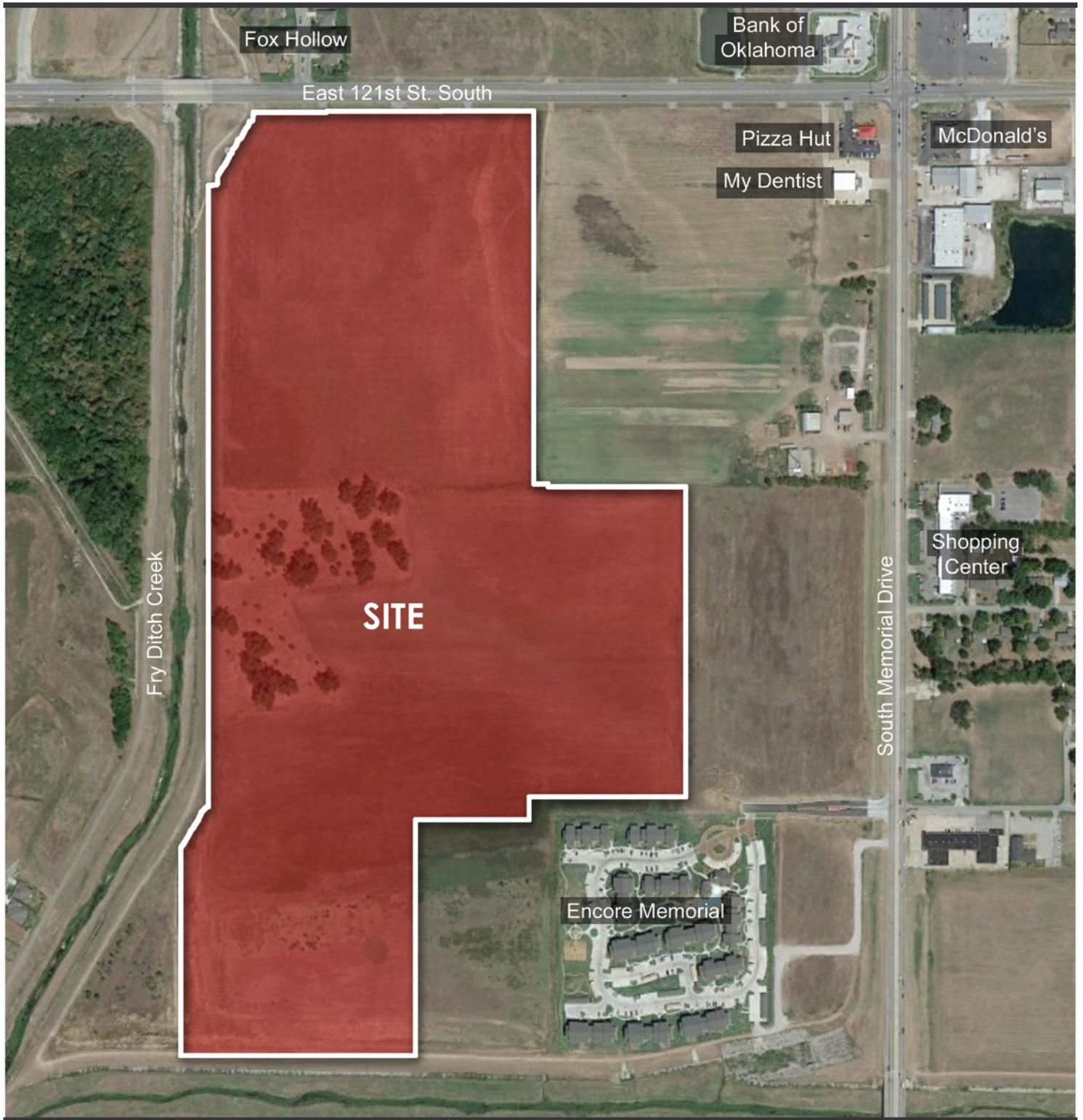


SCENIC VILLAGE PARK PUD

PUD# 76

TANNER CONSULTING, LLC. | 5323 S LEWIS AVE., TULSA, OKLAHOMA 74105 | 918.745.9929

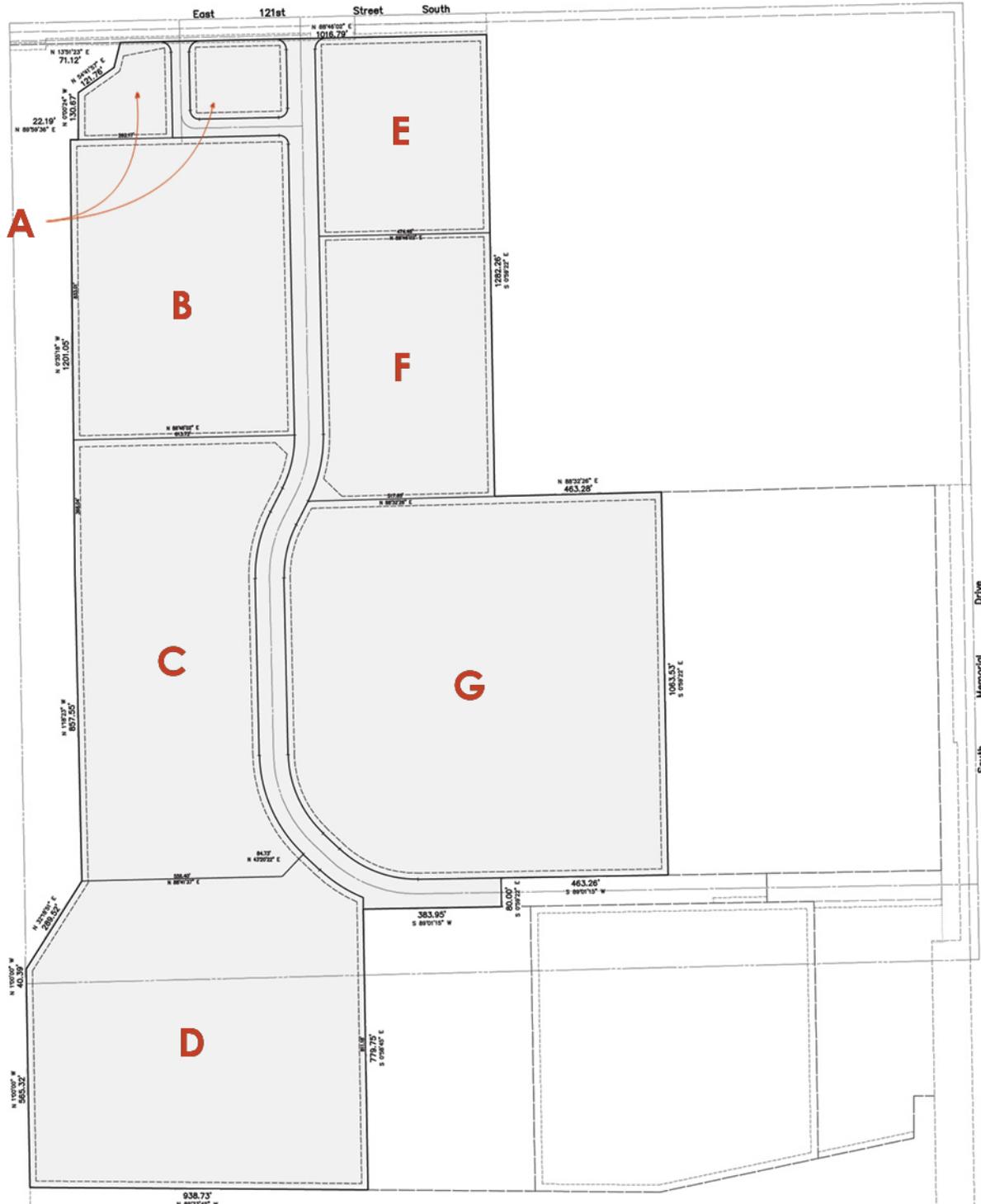
# EXHIBIT B AERIAL PHOTOGRAPHY WITH CONTEXT



SCENIC VILLAGE PARK PUD PUD# 76

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# EXHIBIT C OVERALL CONCEPT PLAN



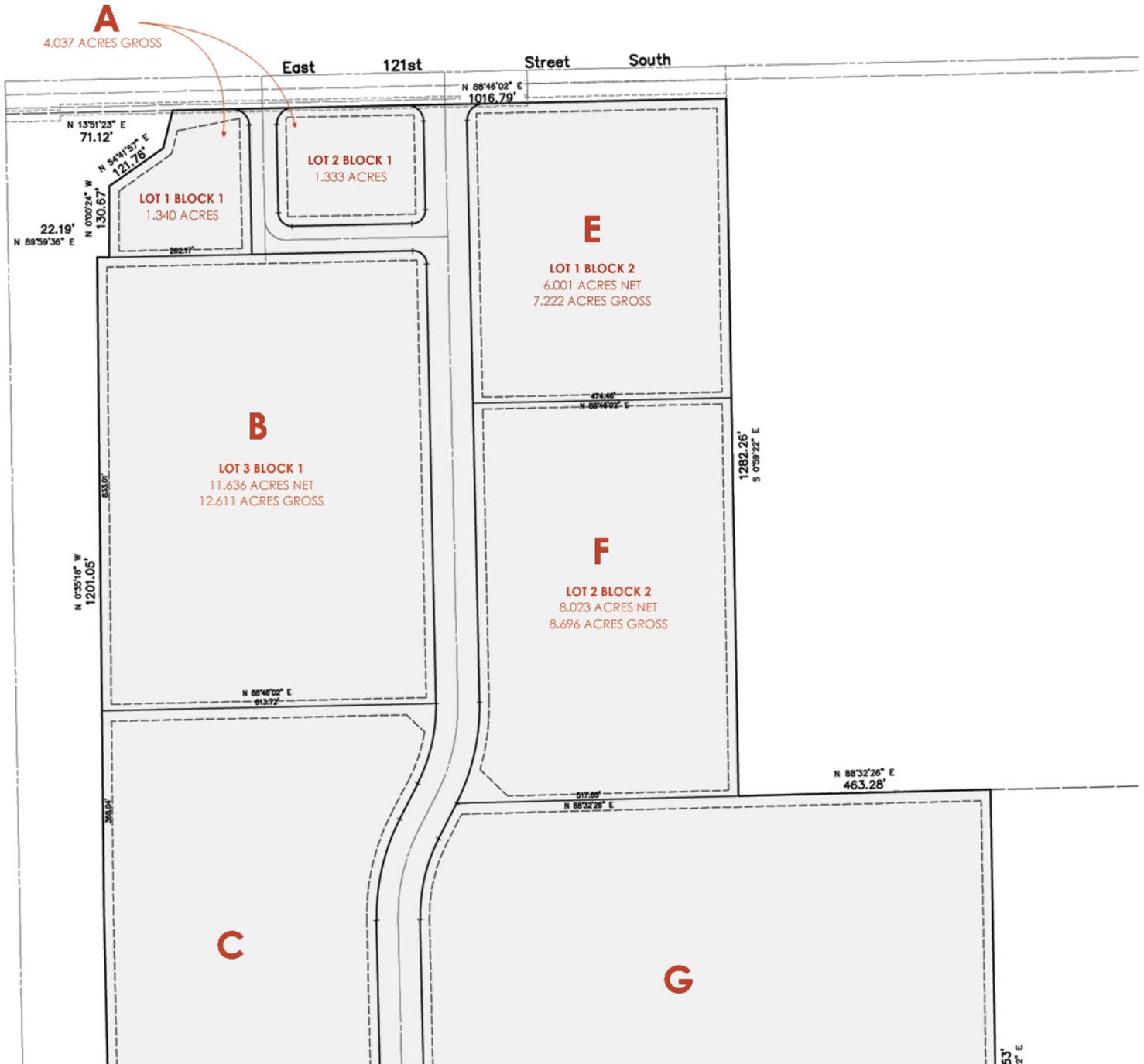
SEE EXHIBIT C.1 - C.2 FOR LOT AREAS AND DIMENSIONS



SCENIC VILLAGE PARK PUD PUD# 76

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# EXHIBIT C.1 CONCEPT PLAN WITH DEVELOPMENT AREAS (NORTH)



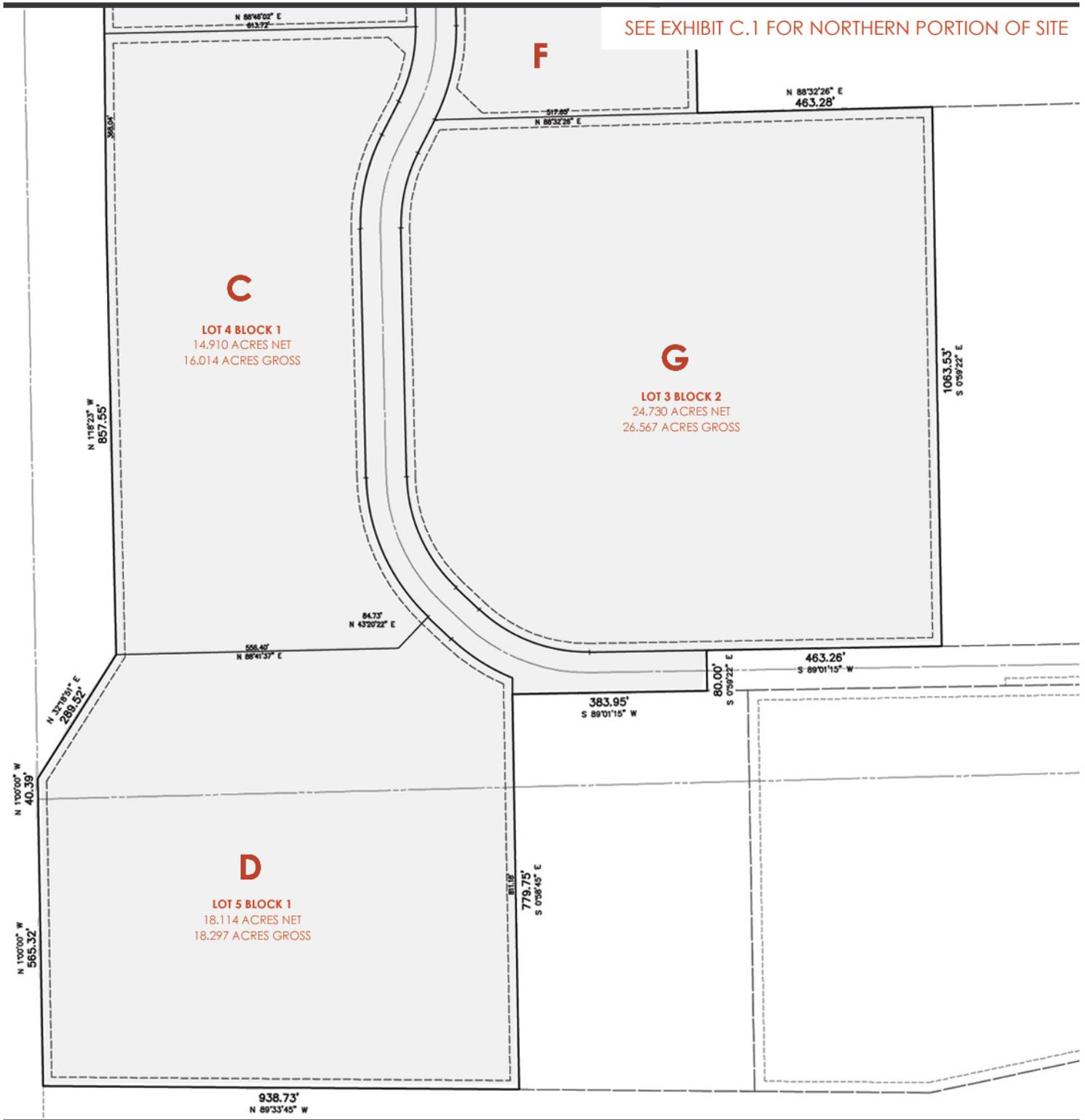
SEE EXHIBIT C.2 FOR SOUTHERN PORTION OF SITE



SCENIC VILLAGE PARK PUD PUD# 76

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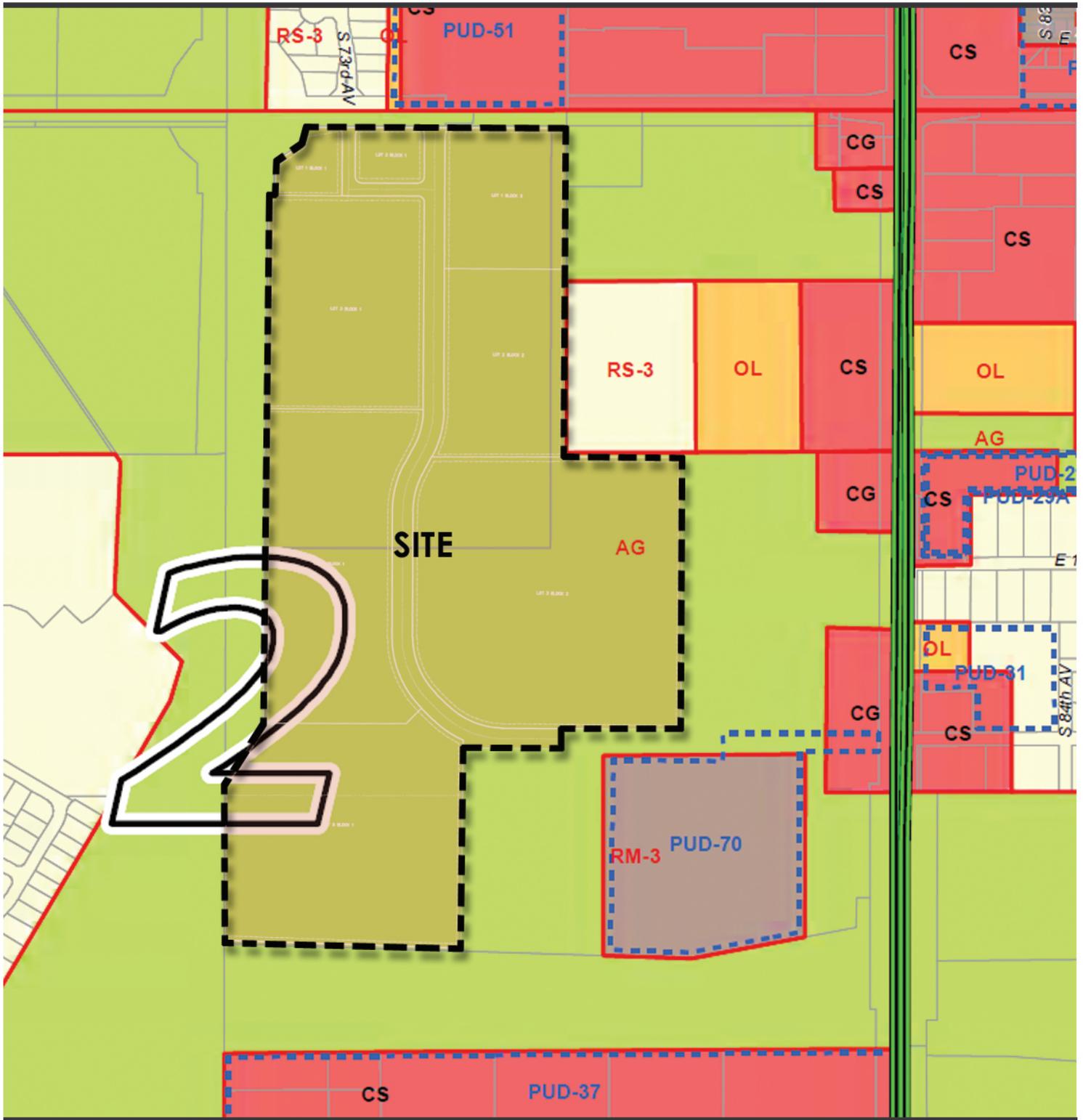
# EXHIBIT C.2 CONCEPT PLAN WITH DEVELOPMENT AREAS (SOUTH)



SCENIC VILLAGE PARK PUD PUD# 76

TANNER CONSULTING, LLC. | 5323 S LEWIS AVE., TULSA, OKLAHOMA 74105 | 918.745.9929

# EXHIBIT D CURRENT ZONING MAP



## Legend

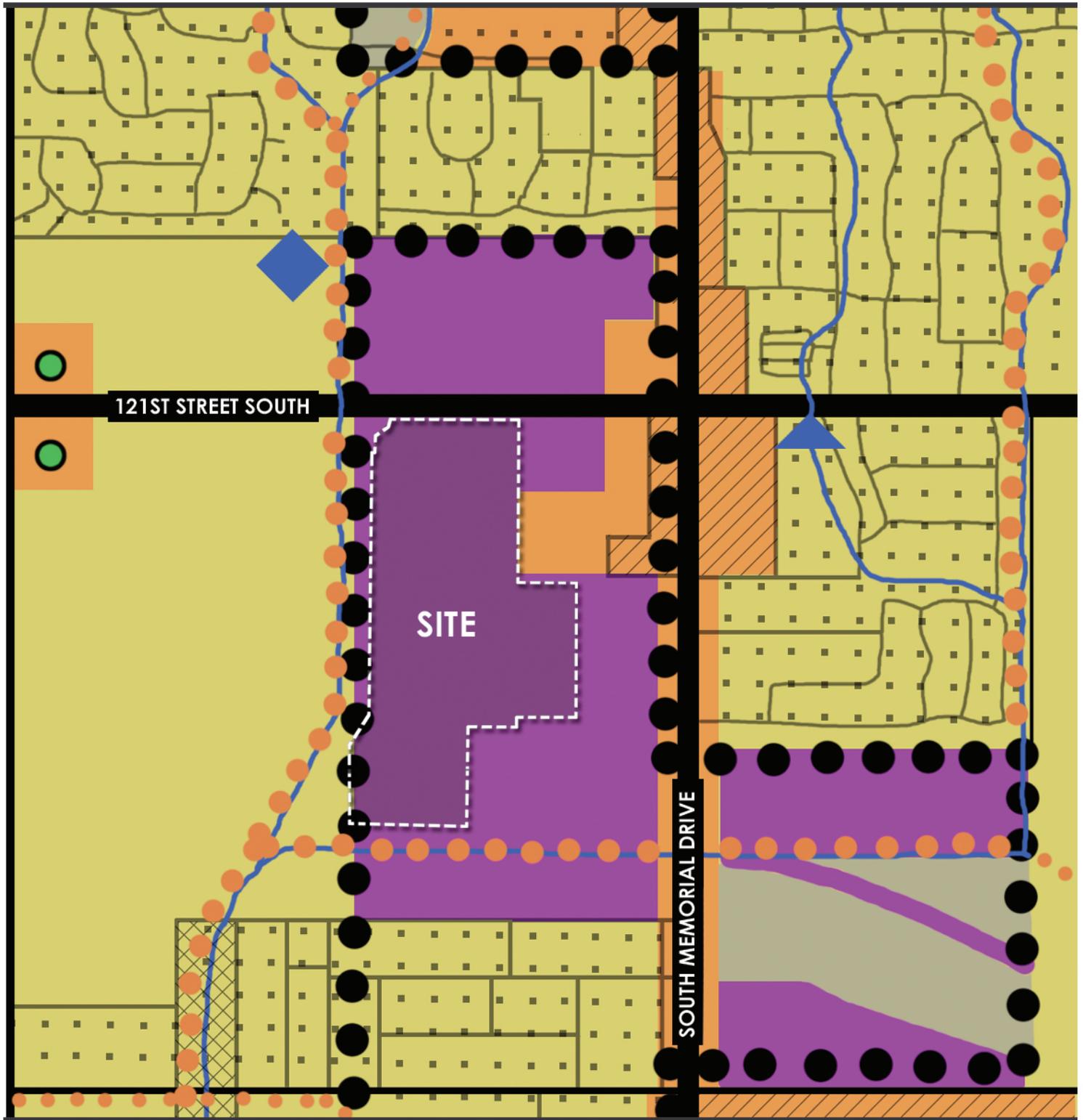
- |                       |            |                           |                |
|-----------------------|------------|---------------------------|----------------|
| Historic Preservation | Commercial | Residential Single-Family | Flood District |
| PUD                   | Corridor   | Residential Multi-Family  |                |
| Agriculture           | Office     | Industrial                |                |



SCENIC VILLAGE PARK PUD# 76

TANNER CONSULTING, LLC. | 5323 S LEWIS AVE., TULSA, OKLAHOMA 74105 | 918.745.9929

# EXHIBIT E COMPREHENSIVE PLAN MAP



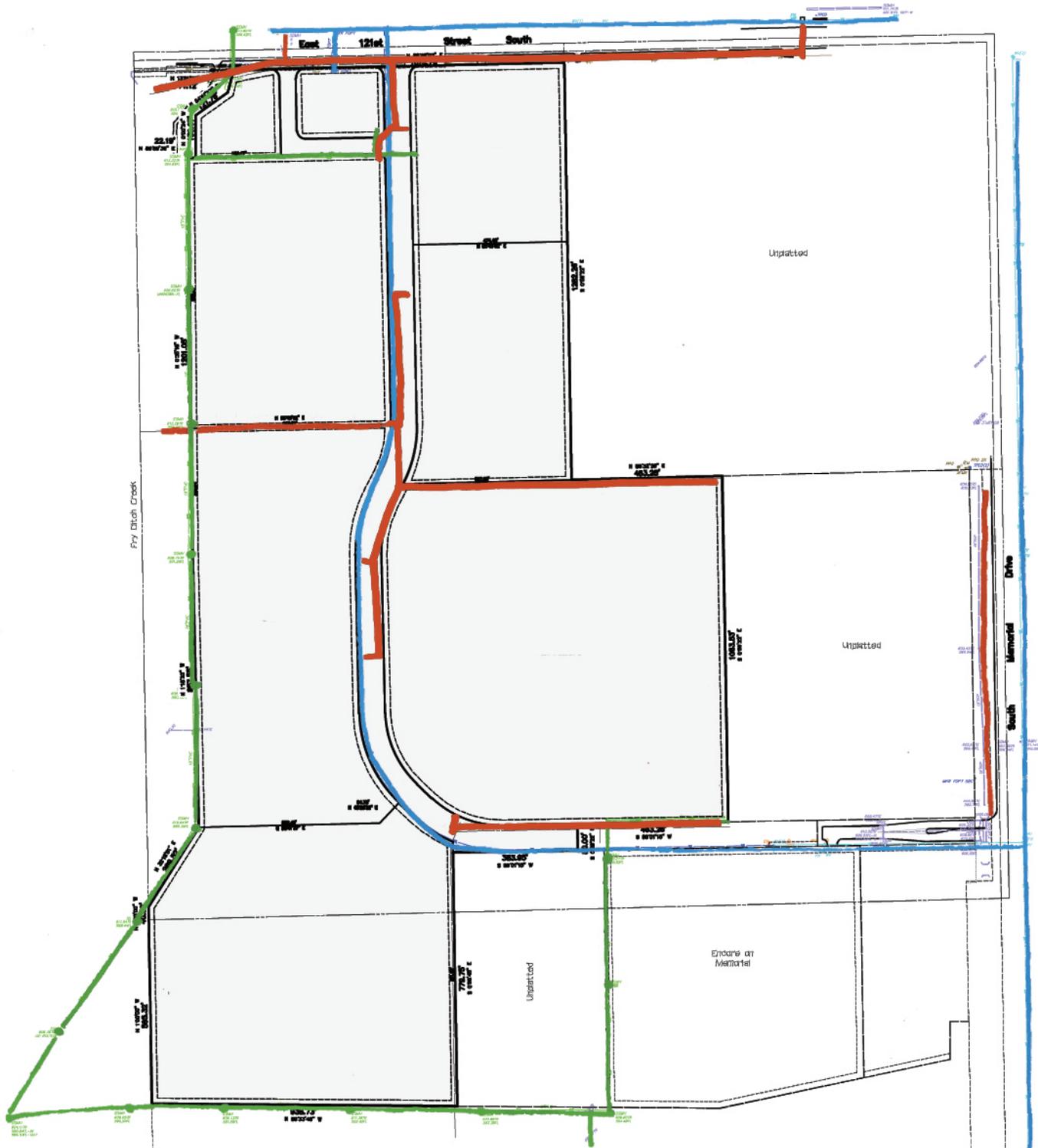
<b>Existing</b>	<b>Planned</b>	<b>Corridor Arterial</b>	<b>Commercial Area</b>	<b>High</b>
■ Neighborhood Park	■ Elementary School	— Primary Arterial	■ Industrial Area	■ Medium
◆ Secondary School	◆ Fire Station	— Secondary Arterial	■ Public + Quasi-Public	■ Low
▲ Regional Trail	● Community Trails	— Collector Streets	■ Recreation and Open Space	■ Rural
●●●● Community Trails	●●●● Entry Treatment	— Bixby Fence Line	■ Residential Area	■ Development Sensitive
		— Corridor	■ Vacant, Agricultural, Rural Residences, and Open Land	■ Water



SCENIC VILLAGE PARK PUD PUD# 76

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# EXHIBIT F EXISTING AND PROPOSED UTILITY LAYOUT



- STORM SEWER
- SANITARY SEWER
- WATERLINE



SCENIC VILLAGE PARK PUD PUD# 76

TANNER CONSULTING, LLC. | 5323 S LEWIS AVE., TULSA, OKLAHOMA 74105 | 918.745.9929

## II. DEVELOPMENT STANDARDS

### DEVELOPMENT AREA A

GROSS LAND AREA 4.037 acres

NET LAND AREA 2.673 acres

PERMITTED USES: Uses permitted as a matter of right in the OM District and customary accessory uses.

MAXIMUM FLOOR AREA RATIO: 0.50

MAXIMUM BUILDING HEIGHT: 35 ft.

MAXIMUM STORIES: 2

#### MINIMUM BUILDING SETBACKS:

FROM NON-ARTERIAL STREET RIGHT-OF-WAY: 20 ft.

FROM ARTERIAL STREET RIGHT-OF-WAY: 20 ft.

FROM RESIDENTIAL DEVELOPMENT AREAS: 20 ft.

FROM OTHER BOUNDARIES: 11 ft.

MINIMUM LANDSCAPING: 15 % of net lot area

MINIMUM OFF-STREET PARKING: As required within the applicable use unit

MASONRY REQUIREMENTS: An exterior building wall fronting 121<sup>st</sup> Street shall have a masonry finish of not less than 25% excluding windows and doors.

OTHER BULK AND AREA REQUIREMENTS: As Required within an OM District

**DEVELOPMENT AREA B**

GROSS LAND AREA 12.611 acres

NET LAND AREA 11.636 acres

PERMITTED USES: Life Care Retirement Center as set forth within Use Unit 8. Multifamily Dwelling and Similar Uses and customary accessory uses.

MAXIMUM INDEPENDENT LIVING DWELLING UNITS: 51 DUS

MAXIMUM ASSISTED LIVING DWELLING UNITS: 39 DUS

SKILLED NURSING BEDS: 41 Beds

MAXIMUM FLOOR AREA: 80,000 SF

MAXIMUM STORIES: 2

MINIMUM YARDS AND BUILDING SETBACKS:

FROM MINOR STREET RIGHT-OF-WAY: 20 ft.

FROM COLLECTOR STREET RIGHT-OF-WAY: 25 ft.

FROM OTHER BOUNDARIES: 17.5 ft.

MINIMUM LIVABILITY SPACE PER DWELLING UNIT: 440 SF  
[open space not allocated to parking or drives]

\*\*MINIMUM OFF-STREET PARKING:

Independent Living Dwelling Units 0.75 spaces per DU

Assisted Living Dwelling Units 0.50 spaces per DU

Skilled Nursing Beds 0.35 spaces per bed

OTHER BULK AND AREA REQUIREMENTS As required within an RM-2 District.

**DEVELOPMENT AREA C**

GROSS LAND AREA: 16.014 acres

NET LAND AREA: 14.910 acres

PERMITTED USES: Detached or attached residential dwelling units including single-family, duplex, patio home, townhouse, and multifamily, and customary accessory uses, including common area facilities such as club house, swimming pool and recreational open space.

MAXIMUM DWELLING UNITS: 320 DUS

MAXIMUM DENSITY:

DETACHED DWELLING UNITS:	7 DUS per acre
DUPLEX DWELLING UNITS:	10 DUS per acre
TOWNHOUSE DWELLING UNITS:	16 DUS per acre
MULTIFAMILY DWELLING UNITS:	20 DUS per acre

MAXIMUM BUILDING HEIGHT: 58 ft.

MAXIMUM STORIES: 4

MINIMUM YARDS AND BUILDING SETBACKS:

FROM STREET RIGHT-OF-WAY:	20 ft.
FROM REAR LOT LINE:	20 ft.
FROM SIDE YARD LOT LINE:	5 ft.
BETWEEN DETACHED DWELLING UNITS:	10 ft.
BETWEEN DUPLEX BUILDINGS:	10 ft.
BETWEEN TOWNHOME BUILDINGS:	20 ft.
BETWEEN MULTIFAMILY BUILDINGS:	20 ft.

MINIMUM OFF-STREET PARKING: As required within the applicable use unit.

OTHER BULK AND AREA REQUIREMENTS:

DETACHED SINGLE FAMILY DWELLINGS:	As required within a RS-3 District.
DUPLEX DWELLINGS:	As required within a RD District
TOWNHOUSE DWELLINGS:	As required within a RT District
MULTIFAMILY DWELLINGS:	As required within a RM-2 District

**DEVELOPMENT AREA D**

GROSS LAND AREA: 18.297 acres

NET LAND AREA: 18.114 acres

PERMITTED USES: Uses permitted as a matter of right in the CG Zoning District and principal uses permitted by special exception within the CG Zoning District including Use Unit 15 - Other Trades and Services, Use Unit 23 - Warehousing and Wholesaling (office/warehouse), and Use Unit 15 - Mini-Storage, Use Unit 17 - Automotive and Allied Activities and permitted uses shall be conducted within enclosed buildings, provided however sexually oriented businesses shall be excluded. Notwithstanding the foregoing, open air storage may be permitted by minor amendment submitted to and approved by the Bixby Planning Commission.

MAXIMUM FLOOR AREA RATIO: 0.50

MAXIMUM BUILDING HEIGHT: 40 ft.

MINIMUM BUILDING SETBACK:

FROM STREET RIGHT-OF-WAY: 50 ft.

FROM RESIDENTIAL DEVELOPMENT AREAS: 50 ft.

FROM OTHER EXTERIOR BOUNDARIES: 20 ft.

MINIMUM LANDSCAPING: 10% of net lot area

MINIMUM OFF-STREET PARKING: As required within the applicable use unit.

OTHER BULK AND AREA REQUIREMENTS: As Required within a CG District.

**DEVELOPMENT AREA E**

GROSS LAND AREA: 7.222 acres

NET LAND AREA: 6.001 acres

PERMITTED USES: Uses permitted as a matter of right in the CS Zoning District, and customary accessory use.

MAXIMUM FLOOR AREA RATIO: 0.50

MAXIMUM BUILDING HEIGHT: 40 ft.

MINIMUM BUILDING SETBACK:

FROM ARTERIAL STREET RIGHT-OF-WAY: 50 ft.

FROM NON-ARTERIAL STREET RIGHT-OF-WAY: 25 ft.

FROM RESIDENTIAL DEVELOPMENT AREAS: 50 ft.

FROM OTHER EXTERIOR BOUNDARIES: 20 ft.

MINIMUM LANDSCAPING: 10% of net lot area

MINIMUM OFF-STREET PARKING: As required within the applicable use unit.

MASONRY REQUIREMENTS: An exterior building wall fronting 121<sup>st</sup> Street shall have a masonry finish of not less than 25% excluding windows and doors.

OTHER BULK AND AREA REQUIREMENTS As Required within a CS District

**DEVELOPMENT AREA F**

GROSS LAND AREA: 8.696 acres

NET LAND AREA 8.023 acres

PERMITTED USES: Uses permitted as a matter of right in the CG Zoning District, and office/warehousing as set forth within Use Unit 23. Warehousing And Wholesaling, and customary accessory use, provided however sexually oriented businesses and uses set forth in Use Unit 17 – Automotive and Allied Activities shall be excluded.

MAXIMUM FLOOR AREA RATIO: 0.50

MAXIMUM BUILDING HEIGHT: 40 ft.

MINIMUM BUILDING SETBACK:  
FROM NON-ARTERIAL STREET RIGHT-OF-WAY: 25 ft.  
FROM RESIDENTIAL DEVELOPMENT AREAS: 50 ft.  
FROM OTHER BOUNDARIES: 20 ft.

MINIMUM LANDSCAPING: 10% of net lot area

MINIMUM OFF-STREET PARKING: As required within the applicable use unit.

OTHER BULK AND AREA REQUIREMENTS: As Required within a CG District

**DEVELOPMENT AREA G**

GROSS LAND AREA: 26.567 acres

NET LAND AREA: 24.730 acres

PERMITTED USES: Uses permitted as a matter of right in the CG Zoning District, and office/warehousing as set forth within Use Unit 23 - Warehousing and Wholesaling uses, provided however sexually oriented businesses shall be excluded.

MAXIMUM FLOOR AREA RATIO: 0.50

MAXIMUM BUILDING HEIGHT: 40 ft.

MINIMUM BUILDING SETBACK:

FROM NON-ARTERIAL STREET RIGHT-OF-WAY: 25 ft.

FROM RESIDENTIAL DEVELOPMENT AREAS: 50 ft.

FROM OTHER BOUNDARIES: 20 ft.

MINIMUM LANDSCAPING 10% of net lot area

MINIMUM OFF-STREET PARKING: As required within the applicable use unit.

OTHER BULK AND AREA REQUIREMENTS As Required within a CS District

**ALTERNATIVE STANDARDS – DEVELOPMENT AREA G**

GROSS LAND AREA: 26.567 acres

NET LAND AREA 24.730 acres

PERMITTED USES: As an alternative use within Development Area G, multifamily dwellings are permitted, not exceeding 15 acres, and customary accessory uses, including common area facilities such as club house, swimming pool and recreational open space.

MAXIMUM DWELLING UNITS: 300 DUS

MAXIMUM BUILDING HEIGHT: 48 ft.

MAXIMUM STORIES: 3

MINIMUM LIVABILITY SPACE PER DWELLING UNIT: 440 SF  
[open space not allocated to parking or drives]

MINIMUM YARDS AND BUILDING SETBACKS:  
FROM STREET RIGHT-OF-WAY: 20 ft.  
FROM OTHER BOUNDARIES: 20 ft.  
BETWEEN MULTIFAMILY BUILDINGS: 20 ft.

\*\*MINIMUM OFF-STREET PARKING: As required within the applicable use unit.

OTHER BULK AND AREA REQUIREMENTS: As required within an RM-2 District.

### III. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

#### A. Landscaping and Screening

Landscaping shall meet the requirements of the Bixby Zoning Code, except as hereinafter modified. In addition to the requirements of the Zoning Code, perimeter landscaping shall include plant materials designed to achieve an attractive street view. A screening fence not less than 6 feet in height and a landscaped area of not less than 10 feet in width shall be maintained along the boundaries of commercial areas adjoining residential development.

#### B. Lighting

Exterior lighting shall be limited to shielded fixtures designed to direct light downward. Lighting shall be designed so that the light producing element of the shielded fixture shall not be visible to a person standing within an adjacent residential district or residential development area.

#### C. Access and Circulation

The principal access is to be derived from East 121<sup>st</sup> South and South Memorial Road and an interior collector street that connects to the two arterial streets. Interior public and/or private minor street systems and mutual access easements will be established as needed. New public street construction shall comply with the applicable geometric street standards of the City of Bixby.

Sidewalks along the interior streets shall be constructed by the developer in accordance with the Bixby Subdivision regulations including a minimum width of four feet and ADA compliance.

#### D. Signs

Signs shall comply with the applicable provisions of the Bixby Zoning Code, provided however, prior to installation; a detailed sign plan shall be submitted to and approved by the Bixby Planning Commission. A signs identifying an interior property may be located off site within a parcel located within Scenic Village Park, but shall require a detailed sign plan submitted to an approved by the Bixby Planning Commission.

#### E. Utilities and Drainage

Utilities are at the site or accessible by customary extension. Fee-in-lieu of storm water detention facilities will be provided.

F. Parcelization

After initial platting setting forth permitted uses and the allocation of commercial floor area or residential density, division of platted lots may occur by approved lot split application and subject to the approval by the Bixby Planning Commission of proposed floor area or residential density allocations and confirmation of the existence of any necessary cross parking and mutual access easements.

G. Transfer of Allocated Floor Area

Allocated commercial or residential density may be transferred to another lot or lots by written instrument executed by the owner of the lot from which the floor area or residential density is to be allocated, provided however, the allocation shall not exceed 15 % of the initial allocation to the lot to which the transfer of floor area or residential density is to be made. Allocation exceeding 15% shall require an application for minor amendment to be reviewed and approved by the Bixby Planning Commission.

H. Site Plan Review

Development areas may be developed in phases and no building permit shall issue until a detailed site plan (including landscaping) of the proposed improvements has been submitted to the Bixby Planning Commission and approved as being in compliance with the development concept and the development standards. No certificate of occupancy shall issue for a building until the landscaping of the applicable phase of development has been installed in accordance with a landscaping plan and phasing schedule submitted to and approved by the Bixby Planning Commission.

I. Platting Requirement

Development areas may be developed in phases, and no building permit shall issue until the development phase for which a permit is sought has been included within a subdivision plat submitted to and approved by the Bixby Planning Commission and the Council of the City of Bixby, and duly filed of record. The required subdivision plat shall include covenants of record implementing the development standards of the approved planned unit development and the City of Bixby shall be a beneficiary thereof.

**IV. EXPECTED SCHEDULE OF DEVELOPMENT**

Development of the project is expected to commence and be completed as market conditions permit.

**V. LEGAL DESCRIPTION**

The legal description of the Property is set forth within the attached Exhibit G.



# City of Bixby Application for Rezoning

Applicant: ROY JOHNSON  
Address: Williams Center Tower I, One W. 3rd St., Suite 1010 Tulsa, OK 74103  
Telephone: 918 585-5641 Cell Phone: 918 630-9142 Email: rdj@rjohnsenlaw.com

Property Owner: 121st & Memorial LLC If different from Applicant, does owner consent? Yes  
Property Address: West of SW/c 121st Street & S. Memorial  
Existing Zoning: AG Requested Zoning: CG Existing Use: Vacant  
Proposed Use: Mixed Use Use Unit #: Various (see text)

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

**"SEE ATTACHED EXHIBIT G"**

Does Record Owner consent to the filing of this application?  YES  NO

If Applicant is other than Owner, indicate interest: Attorney for owner

Is subject tract located in the 100 year floodplain?  YES  NO

BILL ADVERTISING CHARGES TO: Roy Johnson  
One W. 3rd, Suite 1010 Tulsa, OK 74103 (NAME) 918 585-5641  
(ADDRESS) (CITY) (PHONE)

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

Signature: *Roy Johnson* Date: 1/22/13

**APPLICANT - DO NOT WRITE BELOW THIS LINE**

BZ- \_\_\_\_\_ Date Received \_\_\_\_\_ Received By \_\_\_\_\_ Receipt # \_\_\_\_\_  
Planning Commission Date \_\_\_\_\_ City Council Date \_\_\_\_\_

\_\_\_\_\_ Sign(s) at \$ 50.00 each = \$ \_\_\_\_\_; Postage \$ \_\_\_\_\_; Total Sign + postage \$ \_\_\_\_\_

FEES:	TYPE	ZONING	ACREAGE	BASE FEE	ADD.	TOTAL
	L M H MP	_____	_____	_____	_____	_____

PC Action \_\_\_\_\_ City Council Action \_\_\_\_\_  
DATE / VOTE \_\_\_\_\_ DATE / VOTE \_\_\_\_\_  
STAFF REC. \_\_\_\_\_ ORD. NO. \_\_\_\_\_  
Building Permit # \_\_\_\_\_ Case Reference # \_\_\_\_\_

**Exhibit "G"**  
**121<sup>st</sup> & Memorial**  
**Zoning Legal Description**

A TRACT OF LAND BEING A PART OF THE EAST HALF (E/2) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNEMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 88°46'02" WEST AND ALONG THE NORTH LINE OF SAID SECTION 2, FOR A DISTANCE OF 1323.13 FEET TO THE NORTHEAST CORNER OF THE GOVERNMENT LOT 2 OF SAID SECTION 2; THENCE SOUTH 0°59'22" EAST AND ALONG THE EAST LINE OF SAID LOT 2, FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°59'22" EAST AND CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 1282.26 FEET; THENCE NORTH 88°32'26" EAST AND ALONG THE SOUTH LINE OF GOVERNMENT LOT 1 OF SAID SECTION 2, FOR A DISTANCE OF 463.28 FEET; THENCE SOUTH 0°59'22" EAST, FOR A DISTANCE OF 1063.53 FEET; THENCE SOUTH 89°01'15" WEST, FOR A DISTANCE OF 463.26 FEET; THENCE SOUTH 0°59'22" EAST, FOR A DISTANCE OF 80.00 FEET; THENCE SOUTH 89°01'15" WEST, FOR A DISTANCE OF 383.95 FEET; THENCE SOUTH 0°58'45" EAST, FOR A DISTANCE OF 779.75 FEET; THENCE NORTH 89°33'45" WEST, FOR A DISTANCE OF 938.73 FEET TO A POINT ON THE WEST LINE OF THE SE/4 OF SECTION 2; THENCE NORTH 1°00'00" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 565.32 FEET TO THE SOUTHWEST CORNER OF THE NE/4 OF SAID SECTION 2; THENCE CONTINUING NORTH 1°00'00" WEST AND ALONG THE WEST LINE OF SAID NE/4, FOR A DISTANCE OF 40.39 FEET; THENCE NORTH 32°18'51" EAST, FOR A DISTANCE OF 289.52 FEET; THENCE NORTH 1°18'23" WEST, FOR A DISTANCE OF 857.55 FEET; THENCE NORTH 0°35'18" WEST, FOR A DISTANCE OF 1201.05 FEET; THENCE NORTH 89°59'36" EAST, FOR A DISTANCE OF 22.19 FEET; THENCE NORTH 0°00'24" WEST, FOR A DISTANCE OF 130.67 FEET; THENCE NORTH 54°41'57" EAST, FOR A DISTANCE OF 121.76 FEET; THENCE NORTH 13°51'23" EAST, FOR A DISTANCE OF 71.12 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF EAST 121ST STREET SOUTH; THENCE NORTH 88°46'02" EAST AND ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 1016.79 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 92.00 ACRES, MORE OR LESS.



# City of Bixby Application for PUD

Applicant: ROY JOHNSEN  
Address: One West 3rd, Suite 1010, Tulsa, OK 74103  
Telephone: 918 585-5641 Cell Phone: 918 630-9142 Email: rdj@

Property Owner: 121st & Memorial LLC If different from Applicant, does owner consent? Yes  
Property Address: W. of SW/c 121st & Memorial  
Existing Zoning: AG Requested Zoning: CG/PUD Existing Use: Vacant  
Proposed Use: Mixed Use Use Unit #: Various (See Text)

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

"SEE ATTACHED EXHIBIT G"

Does Record Owner consent to the filing of this application?  YES  NO  
If Applicant is other than Owner, indicate interest: Attorney for owner  
Is subject tract located in the 100 year floodplain?  YES  NO  
Are 5 copies of the PUD text and exhibits package attached?  YES  NO

Application for:  PUD  Major Amendment  Minor Amendment  Abandonment

BILL ADVERTISING CHARGES TO: Roy Johnson  
One W. 3rd, Suite 1010 Tulsa, OK 74103 (NAME)  
918 585-5641  
(ADDRESS) (CITY) (PHONE)

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

Signature: *Roy Johnson* Date: 1/22/13

**APPLICANT – DO NOT WRITE BELOW THIS LINE**

PUD \_\_\_ Date Received \_\_\_ Received By \_\_\_ Receipt # \_\_\_  
Planning Commission Date \_\_\_ City Council Date \_\_\_

\_\_\_ Sign(s) at \$ 50.00 each = \$ \_\_\_; Postage \$ \_\_\_; Total Sign + postage \$ \_\_\_

FEES:	PUD TYPE	ACREAGE	BASE FEE	ADD.	TOTAL

PC Action \_\_\_\_\_ City Council Action \_\_\_\_\_

DATE / VOTE \_\_\_\_\_ DATE / VOTE \_\_\_\_\_  
STAFF REC. \_\_\_\_\_ ORD. NO. \_\_\_\_\_

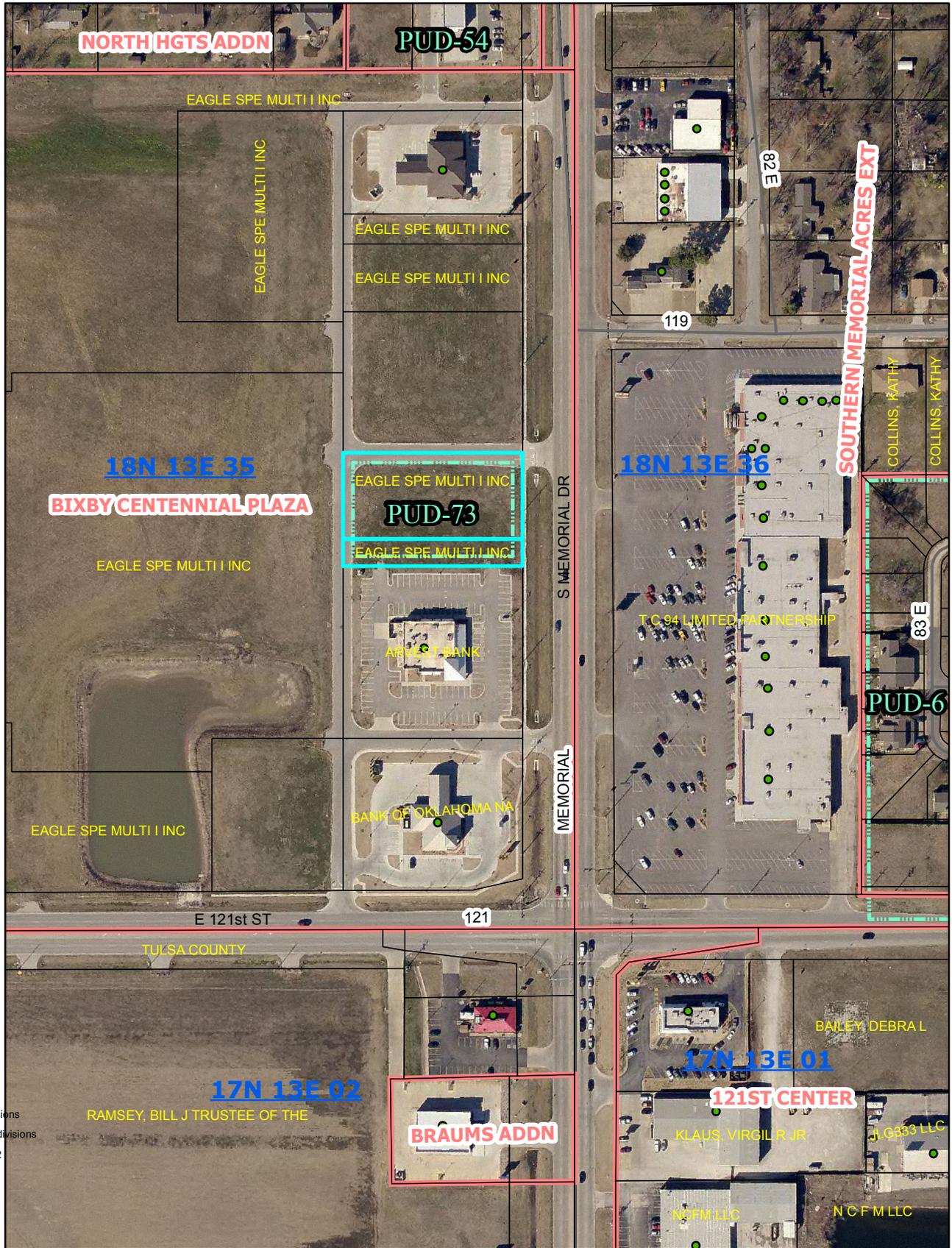
**Exhibit "G"**  
**121<sup>st</sup> & Memorial**  
**Zoning Legal Description**

A TRACT OF LAND BEING A PART OF THE EAST HALF (E/2) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNEMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 88°46'02" WEST AND ALONG THE NORTH LINE OF SAID SECTION 2, FOR A DISTANCE OF 1323.13 FEET TO THE NORTHEAST CORNER OF THE GOVERNMENT LOT 2 OF SAID SECTION 2; THENCE SOUTH 0°59'22" EAST AND ALONG THE EAST LINE OF SAID LOT 2, FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°59'22" EAST AND CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 1282.26 FEET; THENCE NORTH 88°32'26" EAST AND ALONG THE SOUTH LINE OF GOVERNMENT LOT 1 OF SAID SECTION 2, FOR A DISTANCE OF 463.28 FEET; THENCE SOUTH 0°59'22" EAST, FOR A DISTANCE OF 1063.53 FEET; THENCE SOUTH 89°01'15" WEST, FOR A DISTANCE OF 463.26 FEET; THENCE SOUTH 0°59'22" EAST, FOR A DISTANCE OF 80.00 FEET; THENCE SOUTH 89°01'15" WEST, FOR A DISTANCE OF 383.95 FEET; THENCE SOUTH 0°58'45" EAST, FOR A DISTANCE OF 779.75 FEET; THENCE NORTH 89°33'45" WEST, FOR A DISTANCE OF 938.73 FEET TO A POINT ON THE WEST LINE OF THE SE/4 OF SECTION 2; THENCE NORTH 1°00'00" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 565.32 FEET TO THE SOUTHWEST CORNER OF THE NE/4 OF SAID SECTION 2; THENCE CONTINUING NORTH 1°00'00" WEST AND ALONG THE WEST LINE OF SAID NE/4, FOR A DISTANCE OF 40.39 FEET; THENCE NORTH 32°18'51" EAST, FOR A DISTANCE OF 289.52 FEET; THENCE NORTH 1°18'23" WEST, FOR A DISTANCE OF 857.55 FEET; THENCE NORTH 0°35'18" WEST, FOR A DISTANCE OF 1201.05 FEET; THENCE NORTH 89°59'36" EAST, FOR A DISTANCE OF 22.19 FEET; THENCE NORTH 0°00'24" WEST, FOR A DISTANCE OF 130.67 FEET; THENCE NORTH 54°41'57" EAST, FOR A DISTANCE OF 121.76 FEET; THENCE NORTH 13°51'23" EAST, FOR A DISTANCE OF 71.12 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF EAST 121ST STREET SOUTH; THENCE NORTH 88°46'02" EAST AND ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 1016.79 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 92.00 ACRES, MORE OR LESS.

# Preliminary Plat / Final Plat – Bixby Centennial Plaza II Rosenbaum Consulting, LLC



- Businesses
- bixby\_streams
- Tulsa Parcels 01/13
- WagParcels 08/12
- TulsaCountySubdivisions
- WagonerCountySubdivisions
- WagRoads\_Aug2012
- E911Streets
- PUD
- bixby\_s-t-r



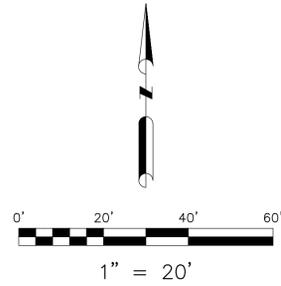
PRELIMINARY PLAT

# BIXBY CENTENNIAL PLAZA II

A REPLAT OF ALL OF LOT 7 AND PART OF LOT 8, BLOCK 1, "BIXBY CENTENNIAL PLAZA,"  
AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA.

LEGEND

- D/E DRAINAGE EASEMENT
- LNA LIMITS OF NO ACCESS
- MA/E MUTUAL ACCESS EASEMENT
- U/E UTILITY EASEMENT



Owner:

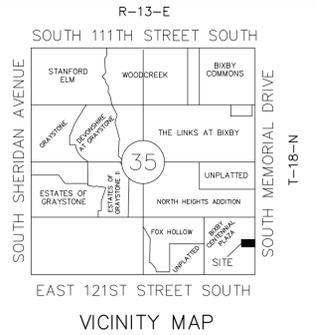
Engineer:

Surveyor:

ZIM HOLDINGS LLC &  
WARD AND HALL ENTERPRISES LLC  
2608 W. Kenosha St., #304  
Broken Arrow, OK 74012  
PHONE: (918) 895-0669

Rosenbaum Consulting  
Certificate of Authorization No. 6470, Exp. June 30, 2013  
2608 W. Kenosha St., #304  
Broken Arrow, OK 74012  
PHONE: (918) 798-0210

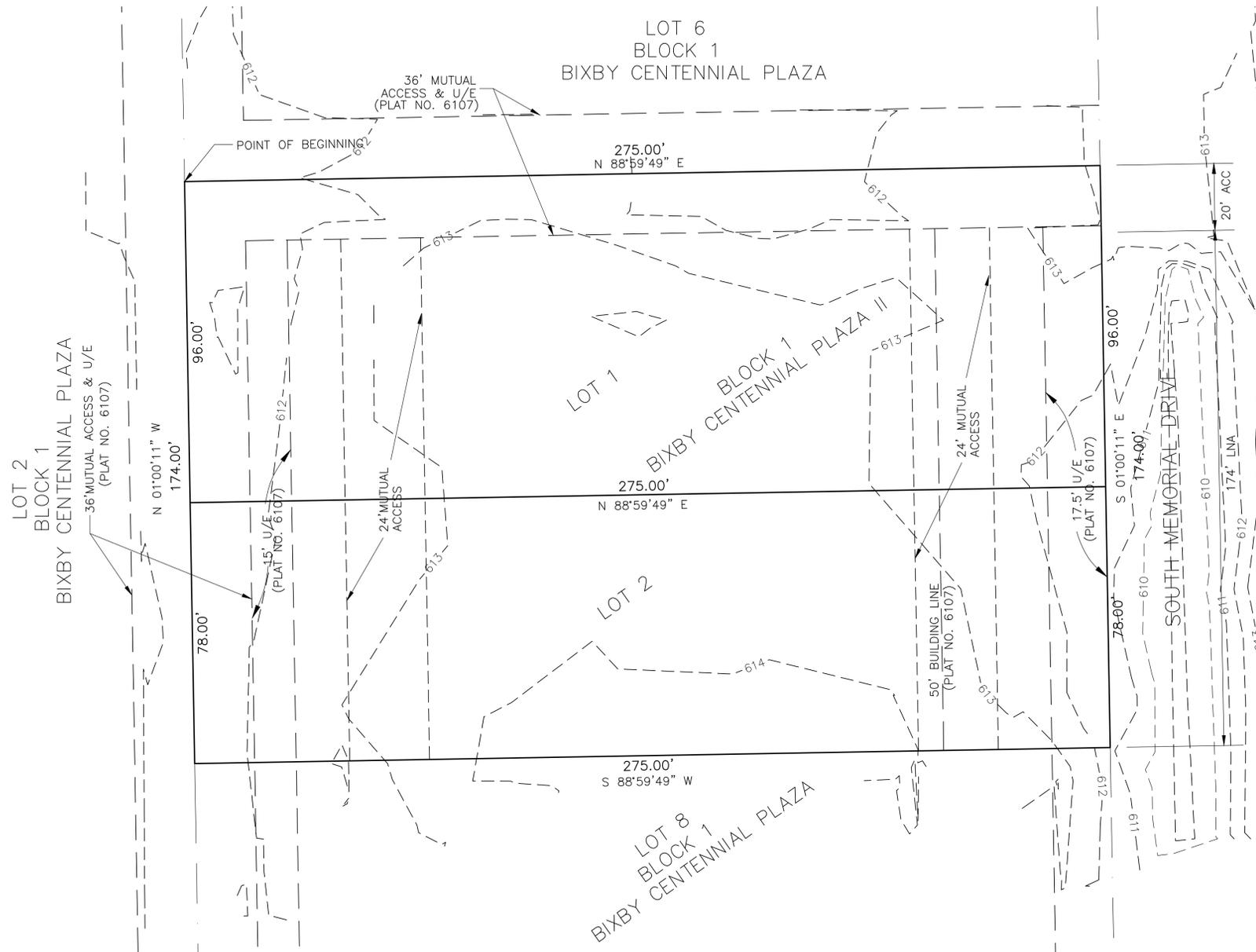
Tulsa Land Surveying LLC  
Certificate of Authorization No. 6038, Exp. June 30, 2013  
1903 S. Boston Ave.  
Tulsa, OK 74119  
PHONE: (539) 664-5539



SUBDIVISION CONTAINS 2 LOTS IN 1 BLOCK

TOTAL AREA: 2.431 ACRES

BASIS OF BEARING:  
WESTERLY RIGHT-OF-WAY LINE OF SOUTH MEMORIAL DRIVE  
BEING SOUTH 01°00'11" EAST



I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED  
BY THE CITY COUNCIL OF 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 OR CITY CLERK

COUNTY CLERK STAMP

COUNTY TREASURER STAMP

# BIXBY CENTENNIAL PLAZA II

AN ADDITION TO THE CITY OF BROKEN ARROW  
BEING A SUBDIVISION OF THE NW/4  
OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA

## BIXBY CENTENNIAL PLAZA II DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

ZIM Holdings, LLC, an Oklahoma Limited Liability Company and Ward & Hall Enterprises, LLC, an Oklahoma Limited Liability Company, hereinafter referred to as the "Owner/Developer" is the owner of the following described real estate situated in the City of Bixby, Tulsa County, State of Oklahoma, to wit:

All of Lot 7 and Lot 8, less the south 264 feet of Lot 8, Bixby Centennial Plaza, an addition to the City of Bixby, County of Tulsa, State of Oklahoma, According to the recorded plat thereof (Plat Number 6107)

and has caused the above described lands to be surveyed, staked, platted and subdivided in conformity with the accompanying plat, and has designated the subdivision as "Bixby Centennial Plaza II", a Subdivision in the City of Bixby, Tulsa County, Oklahoma (hereinafter "Bixby Centennial Plaza II" or the "Subdivision").

### SECTION I. EASEMENTS AND UTILITIES

#### A. Utility Easements.

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

#### B. Utility Service.

- Overhead lines for the supply of electric, telephone and cable television services may located within the utility easements along South Memorial Drive. Elsewhere throughout the subdivision all supply lines shall be located underground in the easements dedicate for general utility services, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.
- Underground service cables and gas lines to all structures which may be located within the subdivision, may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable or gas service to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal, transformer or gas main to the service entrance on the structure.
- The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have right of access to all general utility easements 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 or cable television 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. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

#### C. Water, Sanitary Sewer and Storm Sewer Service.

- 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 restricted waterline easement and utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water mains, sanitary sewer mains and storm sewers, or any construction activity which would, in the judgment of the City of Bixby, interfere with public water mains, sanitary sewer mains and storm sewers shall be prohibited.
- The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains and storm sewers, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, the owner's 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 mains, sanitary sewer mains and storm sewers 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 owner of the lot shall be responsible for the protection of the underground gas facilities located on the lot.
- Within the depicted utility easement areas, the alteration of grade or any construction activity, which may interfere with the underground gas facilities, shall be prohibited.
- The supplier of gas service or its successors shall be responsible for ordinary maintenance of the gas facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
- The supplier of gas service 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 gas facilities.
- 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 sub-section D shall be enforceable by the supplier of gas service or its successors and the owner of the lot agrees to be bound hereby.

#### E. Surface Drainage.

The property shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. The owners shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The foregoing covenants set forth in this paragraph E shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

#### F. Paving and Landscaping Within Easements.

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

#### G. Limits of No Access.

The undersigned owners hereby relinquish rights of vehicular ingress or egress from any portion of the property adjacent to South Memorial Drive within the bounds designated as "LNA" or "limits of no access" on the accompanying plat, which limits of no access may be amended or released by the Bixby Planning Commission, or its successors, and with the approval of the City of Bixby, Oklahoma, or as otherwise provided by the statutes and laws of the state of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Bixby

#### H. Sidewalks.

Sidewalks are to be provided along the arterial streets in conformance with subdivision regulations.

### Section II. Planned Unit Development Restrictions. PUD No. 73

Whereas, Bixby Centennial Plaza II, was submitted as a planned unit development (designated as PUD No. 73) as provided within Sections 1100-1107 of Title 42, Bixby Revised Ordinances (Bixby Zoning Code), and

Whereas, PUD No. 73 was affirmatively recommended by the Bixby Planning Commission on November 19, 2012, and approved by the City Council of the City of Bixby, Oklahoma, on November 26, 2012, the implementing Ordinance No. \_\_\_\_\_ being adopted on November 26, 2012 and published on November 26, 2012, and

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

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

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

#### A. Development in Accordance With PUD.

Bixby Centennial Plaza II shall be developed and used in substantial accordance with the restrictions and development standards of PUD No. 73 approved by the City Council of the City of Bixby, Oklahoma, or in substantial accordance with such modifications or amendments of the restrictions and development standards of PUD No. 73 as may be subsequently approved.

#### B. Applicable Ordinance.

The development of Bixby Centennial Plaza II shall be subject to the planned unit development provisions of the Bixby Zoning Code, as such provisions existed on November 26, 2012.

#### C. Use.

All uses allowed by right in the CS zoning district and specifically Use Unit 11 office and studios.

#### D. DEVELOPMENT STANDARDS

##### 1) Dimensional Standards.

PUD No. 73 allows for lot splitting the remaining 174' frontage on lot 7 block 1 of Bixby Centennial Plaza (Plat No. 6107) into two lots with frontages of approximately 96 feet and 78 feet (respectively north and south). Currently lot 7, Block 1 (Bixby Centennial Plaza) has 18' of mutual access on its northern boundary and lot 7 & lot 8, block 1 (of Bixby Centennial Plaza) has 18' of mutual access on their western boundaries.

All other dimensional standards will be as per CS zoning guidelines and the subject plat.

##### E. Transportation and Access.

Limits of access shall be provided along South Memorial Drive along the entire frontage of Bixby Centennial Plaza II. Additionally a mutual access easement will be provided for the new driveway connections from the existing lot 8, block 1 Bixby Centennial Plaza (plat no. 6107) to the platted mutual access on the north side of this plat.

##### F. Sidewalks.

Sidewalks currently exist along South Memorial Drive in this area of Bixby Centennial Plaza II. The existing sidewalk shall remain and a pedestrian access from South Memorial Drive shall extend from the existing sidewalk in an accessible route to the buildings on each lot. One common connection may be used for this purpose as shown on the site plan.

##### G. Parking.

PUD No. 73 allows for 53 parking spaces to be shared between the proposed lots, four of which are to be shared handicap. A shared parking and sidewalk access agreement will be created between the owners of each lot created by lot split addressing all issues of maintenance, repair and use of driveways, common sidewalks and signs.

##### H. Signs.

Signs shall be installed as per City of Bixby Zoning Code Regulations Section III-7B-3.B.4.b: In specific to CS districts the code defines sign and place as per 11-9-21.D. CS District Use, Conditions For Business Signs:

- A ground sign shall not exceed thirty feet (30') in height, measured from the mean curb level of the lot upon which it is erected, unless in addition to the minimum setback prescribed in subsection C5 of this section, the sign is set back one foot (1') for each foot of height exceeding thirty feet (30'); provided the sign shall not exceed fifty feet (50') regardless of setback.
  - Wall and canopy signs shall not exceed an aggregate display surface area of three (3) square feet per each linear foot of the building wall to which the sign or signs are affixed.
  - Other signs, including, but not limited to, roof, projecting, ground and portable (except wall, canopy and promotional business signs), whether permitted as provided herein or nonconforming, shall not exceed an aggregate display surface area of two (2) square feet per each linear foot of street frontage if only one such sign is erected, and shall not exceed one square foot per each linear foot of street frontage if more than one sign is erected.
- PUD No. 73 shall allow the placement of one monument sign at the northeast corner of Lot 1, Block 1 Bixby Centennial Plaza II (Lot 7, Block 1 Bixby Centennial Plaza) to promote and advertise both users of the new lots within this PUD No. 73. This monument sign shall be placed outside of the existing utility easements along South Memorial Drive. A sign permit will be required to be approved prior to construction of this monument sign.

##### I. Screening and Landscaping.

Screening of all roof top units shall be provided as per City of Bixby zoning code. In addition, the common dumpster shall be screened as per City of Bixby zoning code.

##### J. Landscaping within PUD No. 73 shall be per City of Bixby zoning code.

##### K. Definitions.

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

### Section III 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 Owners, their successors, and assigns. Within the provisions of Section I, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto and whether or not therein so stated the covenants within Section I shall inure to the benefit of and be enforceable by the City of Bixby, Oklahoma. If the undersigned owners, or their successors or assigns, shall violate any of the covenants within Section I, the supplier of utility service or the City of Bixby, Oklahoma may bring an action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent them from so doing or to compel compliance with the covenant or to recover damages. The covenants contained in Section II, Planned Unit Development restrictions, are established pursuant to the Planned Unit Development provisions of the Bixby zoning code and shall inure to the benefit of and may be enforceable by the owners of any lot or parcel within "Bixby Centennial Plaza II" and shall inure to the benefit of and be enforceable by the City of Bixby, Oklahoma.

#### B. Duration.

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

#### C. Amendment.

The covenants contained within Section I, 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 and the City of Bixby, Oklahoma.

#### D. Severability.

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owner has executed this instrument this day of \_\_\_\_\_ 2013.

ZIM Holdings, LLC, an Oklahoma Limited Liability Company

By: \_\_\_\_\_  
Ryan V. Nowlin, DDS, MS, Manager

Ward and Hall, LLC, an Oklahoma Limited Liability Company

By: \_\_\_\_\_  
James Ward, O.D., Manager

By: \_\_\_\_\_  
David K. Hall, O.D., Manager

STATE OF OKLAHOMA )

) ss.

COUNTY OF TULSA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Ryan V. Nowlin, DDS, MS as manager of ZIM Holdings, LLC, an Oklahoma Limited Liability Company and James Ward, O.D. and David K. Hall, O.D. as managers of Ward and Hall, LLC, an Oklahoma Limited Liability Company

Notary Public

My commission expires:

My commission number is:

#### CERTIFICATE OF SURVEY.

I, Joshua R. Lamb, a Registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Bixby Centennial Plaza II", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the practice of land surveying.

Joshua R. Lamb, PLS, P.E.  
Registered Professional Land Surveyor  
Oklahoma No. 1678

STATE OF Oklahoma )

) ss.

COUNTY OF Tulsa )

The foregoing Certificate of Survey was acknowledged before me on this \_\_\_\_\_ day \_\_\_\_\_, 2013, by Joshua R. Lamb, PLS, P.E., as a registered professional land surveyor.

Notary Public

My commission expires:

My commission number is:

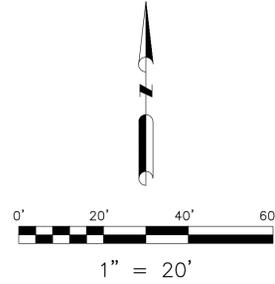
FINAL PLAT

# BIXBY CENTENNIAL PLAZA II

A REPLAT OF ALL OF LOT 7 AND PART OF LOT 8, BLOCK 1, "BIXBY CENTENNIAL PLAZA,"  
AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA.

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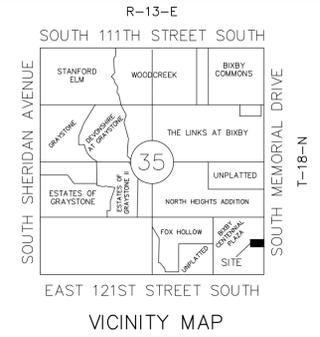
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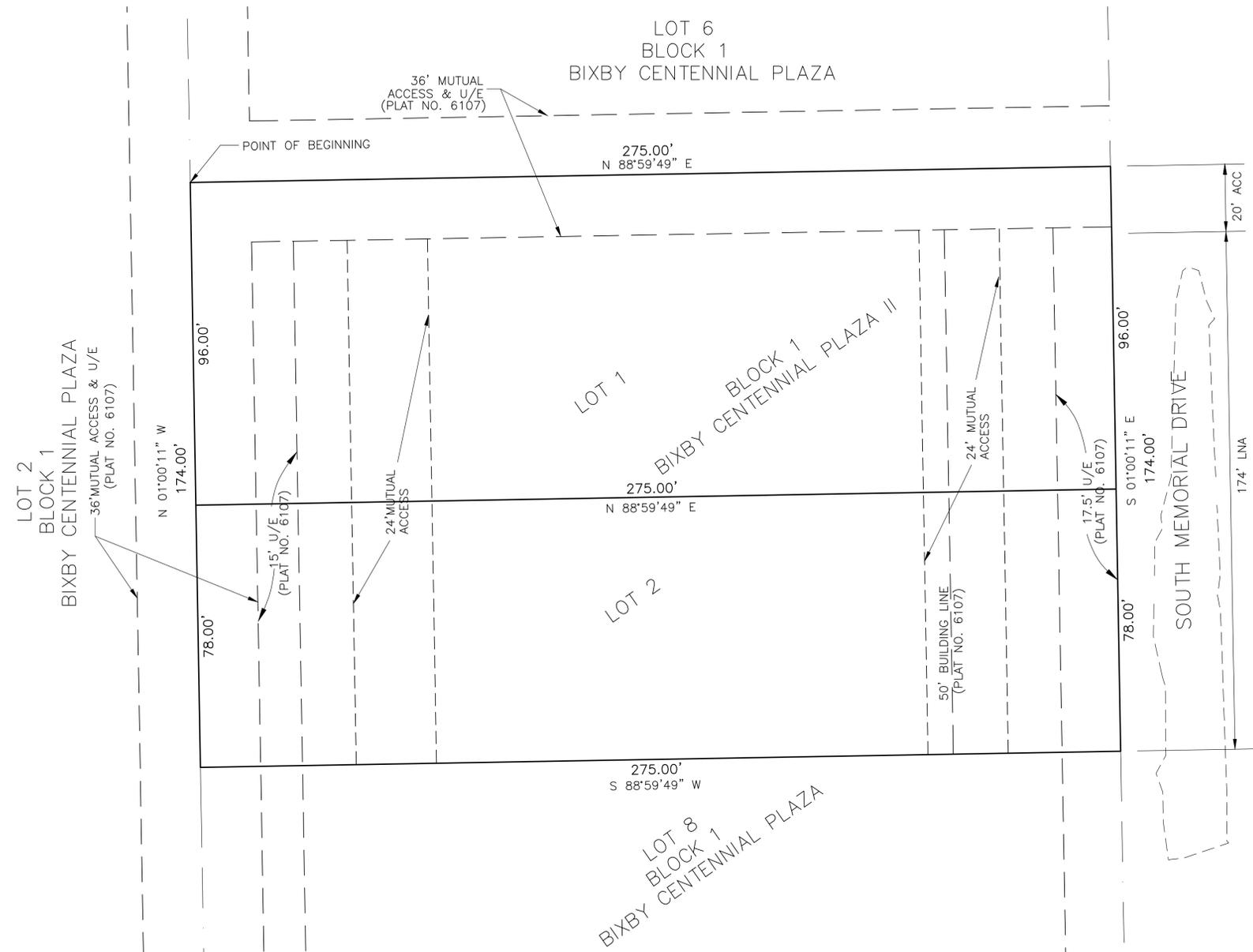
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SUBDIVISION CONTAINS 2 LOTS IN 1 BLOCK  
TOTAL AREA: 2.431 ACRES  
BASIS OF BEARING:  
WESTERLY RIGHT-OF-WAY LINE OF SOUTH MEMORIAL DRIVE  
BEING SOUTH 01°00'11" EAST



I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED  
BY THE CITY COUNCIL OF 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 OR CITY CLERK

COUNTY CLERK STAMP

COUNTY TREASURER STAMP

# BIXBY CENTENNIAL PLAZA II

AN ADDITION TO THE CITY OF BROKEN ARROW  
BEING A SUBDIVISION OF THE NW/4  
OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA

## BIXBY CENTENNIAL PLAZA II DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

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All of Lot 7 and Lot 8, less the south 264 feet of Lot 8, Bixby Centennial Plaza, an addition to the City of Bixby, County of Tulsa, State of Oklahoma, According to the recorded plat thereof (Plat Number 6107)

and has caused the above described lands to be surveyed, staked, platted and subdivided in conformity with the accompanying plat, and has designated the subdivision as "Bixby Centennial Plaza II", a Subdivision in the City of Bixby, Tulsa County, Oklahoma (hereinafter "Bixby Centennial Plaza II" or the "Subdivision").

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

#### B. Utility Service.

- Overhead lines for the supply of electric, telephone and cable television services may located within the utility easements along South Memorial Drive. Elsewhere throughout the subdivision all supply lines shall be located underground in the easements dedicate for general utility services, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.
- Underground service cables and gas lines to all structures which may be located within the subdivision, may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable or gas service to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal, transformer or gas main to the service entrance on the structure.
- The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have right of access to all general utility easements 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 or cable television 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. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

- 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 restricted waterline easement and utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water mains, sanitary sewer mains and storm sewers, or any construction activity which would, in the judgment of the City of Bixby, interfere with public water mains, sanitary sewer mains and storm sewers shall be prohibited.
- The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains and storm sewers, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, the owner's 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 mains, sanitary sewer mains and storm sewers 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.

#### C. 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 sewers located on his lot.
- Within the restricted waterline easement and utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water mains, sanitary sewer mains and storm sewers, or any construction activity which would, in the judgment of the City of Bixby, interfere with public water mains, sanitary sewer mains and storm sewers shall be prohibited.
- The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains and storm sewers, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, the owner's 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 mains, sanitary sewer mains and storm sewers 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 owner of the lot shall be responsible for the protection of the underground gas facilities located on the lot.
- Within the depicted utility easement areas, the alteration of grade or any construction activity, which may interfere with the underground gas facilities, shall be prohibited.
- The supplier of gas service or its successors shall be responsible for ordinary maintenance of the gas facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
- The supplier of gas service 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 gas facilities.
- 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 sub-section D shall be enforceable by the supplier of gas service or its successors and the owner of the lot agrees to be bound hereby.

#### E. Surface Drainage.

The property shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. The owners shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The foregoing covenants set forth in this paragraph E shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

#### F. Paving and Landscaping Within Easements.

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

#### G. Limits of No Access.

The undersigned owners hereby relinquish rights of vehicular ingress or egress from any portion of the property adjacent to South Memorial Drive within the bounds designated as "LNA" or "limits of no access" on the accompanying plat, which limits of no access may be amended or released by the Bixby Planning Commission, or its successors, and with the approval of the City of Bixby, Oklahoma, or as otherwise provided by the statutes and laws of the state of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Bixby

#### H. Sidewalks.

Sidewalks are to be provided along the arterial streets in conformance with subdivision regulations.

### Section II. Planned Unit Development Restrictions. PUD No. 73

Whereas, Bixby Centennial Plaza II, was submitted as a planned unit development (designated as PUD No. 73) as provided within Sections 1100-1107 of Title 42, Bixby Revised Ordinances (Bixby Zoning Code), and

Whereas, PUD No. 73 was affirmatively recommended by the Bixby Planning Commission on November 19, 2012, and approved by the City Council of the City of Bixby, Oklahoma, on November 26, 2012, the implementing Ordinance No. \_\_\_\_\_ being adopted on November 26, 2012 and published on November 26, 2012, and

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

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

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

#### A. Development in Accordance With PUD.

Bixby Centennial Plaza II shall be developed and used in substantial accordance with the restrictions and development standards of PUD No. 73 approved by the City Council of the City of Bixby, Oklahoma, or in substantial accordance with such modifications or amendments of the restrictions and development standards of PUD No. 73 as may be subsequently approved.

#### B. Applicable Ordinance.

The development of Bixby Centennial Plaza II shall be subject to the planned unit development provisions of the Bixby Zoning Code, as such provisions existed on November 26, 2012.

#### C. Use.

All uses allowed by right in the CS zoning district and specifically Use Unit 11 office and studios.

#### D. DEVELOPMENT STANDARDS

##### 1) Dimensional Standards.

PUD No. 73 allows for lot splitting the remaining 174' frontage on lot 7 block 1 of Bixby Centennial Plaza (Plat No. 6107) into two lots with frontages of approximately 96 feet and 78 feet (respectively north and south). Currently lot 7, Block 1 (Bixby Centennial Plaza) has 18' of mutual access on its northern boundary and lot 7 & lot 8, block 1 (of Bixby Centennial Plaza) has 18' of mutual access on their western boundaries.

All other dimensional standards will be as per CS zoning guidelines and the subject plat.

##### E. Transportation and Access.

Limits of access shall be provided along South Memorial Drive along the entire frontage of Bixby Centennial Plaza II. Additionally a mutual access easement will be provided for the new driveway connections from the existing lot 8, block 1 Bixby Centennial Plaza (plat no. 6107) to the platted mutual access on the north side of this plat.

##### F. Sidewalks.

Sidewalks currently exist along South Memorial Drive in this area of Bixby Centennial Plaza II. The existing sidewalk shall remain and a pedestrian access from South Memorial Drive shall extend from the existing sidewalk in an accessible route to the buildings on each lot. One common connection may be used for this purpose as shown on the site plan.

##### G. Parking.

PUD No. 73 allows for 53 parking spaces to be shared between the proposed lots, four of which are to be shared handicap. A shared parking and sidewalk access agreement will be created between the owners of each lot created by lot split addressing all issues of maintenance, repair and use of driveways, common sidewalks and signs.

##### H. Signs.

Signs shall be installed as per City of Bixby Zoning Code Regulations Section III-7B-3.B.4.b: In specific to CS districts the code defines sign and place as per 11-9-21.D. CS District Use, Conditions For Business Signs:

- A ground sign shall not exceed thirty feet (30') in height, measured from the mean curb level of the lot upon which it is erected, unless in addition to the minimum setback prescribed in subsection C5 of this section, the sign is set back one foot (1') for each foot of height exceeding thirty feet (30'); provided the sign shall not exceed fifty feet (50') regardless of setback.
  - Wall and canopy signs shall not exceed an aggregate display surface area of three (3) square feet per each linear foot of the building wall to which the sign or signs are affixed.
  - Other signs, including, but not limited to, roof, projecting, ground and portable (except wall, canopy and promotional business signs), whether permitted as provided herein or nonconforming, shall not exceed an aggregate display surface area of two (2) square feet per each linear foot of street frontage if only one such sign is erected, and shall not exceed one square foot per each linear foot of street frontage if more than one sign is erected.
- PUD No. 73 shall allow the placement of one monument sign at the northeast corner of Lot 1, Block 1 Bixby Centennial Plaza II (Lot 7, Block 1 Bixby Centennial Plaza) to promote and advertise both users of the new lots within this PUD No. 73. This monument sign shall be placed outside of the existing utility easements along South Memorial Drive. A sign permit will be required to be approved prior to construction of this monument sign.

##### I. Screening and Landscaping.

Screening of all roof top units shall be provided as per City of Bixby zoning code. In addition, the common dumpster shall be screened as per City of Bixby zoning code.

##### J. Landscaping within PUD No. 73 shall be per City of Bixby zoning code.

##### K. Definitions.

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

### Section III 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 Owners, their successors, and assigns. Within the provisions of Section I, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto and whether or not therein so stated the covenants within Section I shall inure to the benefit of and be enforceable by the City of Bixby, Oklahoma. If the undersigned owners, or their successors or assigns, shall violate any of the covenants within Section I, the supplier of utility service or the City of Bixby, Oklahoma may bring an action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent them from so doing or to compel compliance with the covenant or to recover damages. The covenants contained in Section II, Planned Unit Development restrictions, are established pursuant to the Planned Unit Development provisions of the Bixby zoning code and shall inure to the benefit of and may be enforceable by the owners of any lot or parcel within "Bixby Centennial Plaza II" and shall inure to the benefit of and be enforceable by the City of Bixby, Oklahoma.

#### B. Duration.

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

#### C. Amendment.

The covenants contained within Section I, 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 and the City of Bixby, Oklahoma.

#### D. Severability.

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owner has executed this instrument this day of \_\_\_\_\_ 2013.

ZIM Holdings, LLC, an Oklahoma Limited Liability Company

By: \_\_\_\_\_  
Ryan V. Nowlin, DDS, MS, Manager

Ward and Hall, LLC, an Oklahoma Limited Liability Company

By: \_\_\_\_\_  
James Ward, O.D., Manager

By: \_\_\_\_\_  
David K. Hall, O.D., Manager

STATE OF OKLAHOMA )

) ss.

COUNTY OF TULSA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Ryan V. Nowlin, DDS, MS as manager of ZIM Holdings, LLC, an Oklahoma Limited Liability Company and James Ward, O.D. and David K. Hall, O.D. as managers of Ward and Hall, LLC, an Oklahoma Limited Liability Company

Notary Public

My commission expires:

My commission number is:

#### CERTIFICATE OF SURVEY.

I, Joshua R. Lamb, a Registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Bixby Centennial Plaza II", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the practice of land surveying.

Joshua R. Lamb, PLS, P.E.  
Registered Professional Land Surveyor  
Oklahoma No. 1678

STATE OF Oklahoma )

) ss.

COUNTY OF Tulsa )

The foregoing Certificate of Survey was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Joshua R. Lamb, PLS, P.E., as a registered professional land surveyor.

Notary Public

My commission expires:

My commission number is: