

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

1. Call to Order
2. **PUD 77 – “Byrnes Mini-Storage” – JR Donelson, Inc.** Discussion and review of a rezoning request for approval of a Planned Unit Development (PUD) for approximately 3.4 acres consisting of part of Lot 1, Block 1, *The Boardwalk on Memorial*, part of the NW/4 of Section 01, T17N, R13E, and All of Lot 11, Block 2, *Southern Memorial Acres No. 2*.  
Property Located: 12345 S. Memorial Dr. and/or 12404 S. 85<sup>th</sup> E. Pl.
3. **Final Plat – Bixby Landing Second – JR Donelson, Inc. (PUD 57).** Discussion and review of a Final Plat for “Bixby Landing Second,” Part of the SW/4 of Section 01, T17N, R13E.  
Property Located: Southeast of the intersection of 126<sup>th</sup> St. S. and 85<sup>th</sup> E. Ave.
4. **Preliminary Plat – Scenic Village Park – Tanner Consulting, LLC (PUD 76).** Discussion and review of a Preliminary Plat and certain Modifications/Waivers for “Scenic Village Park” 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.
5. Old Business
6. New Business
7. Adjournment

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

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

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

**Byrnes Mini-Storage**  
**Bixby, Oklahoma**

**February 14, 2013**

**Prepared For:**

**Helene V. Byrnes Foundation**  
**12345 So. Memorial Dr., #108**  
**Bixby, Oklahoma 74008**

**Prepared By:**

**J.R. Donelson, Inc.**  
**12820 So. Memorial Dr., Office 100**  
**Bixby, Oklahoma 74008**

Byrnes Mini-Storage, Planned Unit Development No. \_\_\_\_\_

# Byrnes Mini-Storage

Planned Unit Development Number \_\_\_\_\_

## **Introduction.**

Byrnes Mini-Storage is planned for a Mini-Storage and Office development. The overall site totals 3.438 acres. The site is located on the east side of South Memorial Drive and includes the east parcel of "The Boardwalk on Memorial" and Lot 11, Block 2, Southern Memorial Acres No.2. See Exhibit A, which is a Preliminary Plat of the Site.

As depicted on Exhibit B to this Planned Unit Development (PUD), the proposed PUD consists of two development areas.

Development Area A will be used as Mini-Storage and Development Area B will remain residential. The legal description for this PUD is shown in Exhibit B1.

## **Zoning.**

The Site, Development Area A currently consists of two parcels. The eastern parcel will be known as Lot 2, Block 1 and is presently zoned "AG", (Agriculture District). The western parcel will be known as Lot 1, Block 1 and is presently zoned "CS" and is a part of "The Boardwalk on Memorial", PUD 29. An underlying zoning change is requested to "OL", (Office Low Intensity District). Development Area B will be known as Lot 3, Block 1 and is presently zoned "RS-2" (Residential District) and will remain "RS-2". Attached is Exhibit C, which is a map from INCOG that identifies the existing zoning of the site and surrounding area. All uses by right of "OL", (Office Low Intensity District) zoning will be allowed in Development Area A. All uses by right of "RS-2" will be allowed in Development Area B.

## **The Comprehensive land-use Plan.**

The Site is located within the jurisdiction of the Bixby Comprehensive Plan 2001-2020.

## **Features of the Site and surrounding area; viability and compatibility.**

A Detailed Site Plan, adequate to demonstrate compliance with applicable standards and including details on proposed parking and landscape plans, shall be submitted for Planning Commission approval as required by the Zoning Code Section 11-71-8.B.5 and this PUD.

## **Site Soil Conditions**

The Soil Survey of Tulsa County, Oklahoma list the soil for this site to be "Choska very fine loam". The site is nearly level and moderately permeable soil.

**Development Standards**

**A. DEVELOPMENT AREA A**

**LAND AREA:**

Gross:	3.1798 acres	138,512.60square feet
Net:	3.1798 acres	138,512.60square feet

**PERMITTED USES (to be allowed by right):**

Those uses permitted are all the Use Units allowed by right within the "OL" zoning district of the City of Bixby Zoning Code; and all accessory uses permitted in the underlying zoning district and in the Planned Unit Development Chapter of the City of Bixby Zoning Code.

MINIMUM FRONTAGE		170 lin.ft.
MAXIMUM PROPOSED UNITS	12 units	40,000 square feet
MAXIMUM BUILDING HEIGHT:		24 feet

**MINIMUM BUILDING SETBACKS**

Pursuant to Section 11-7B-4 of the City of Bixby Zoning Code:	West	15 feet
	North	0 feet
	South	0 feet
	East	5 feet

**DETENTION AREA** 14,152 sf, 10.22% of the development area.

**B. DEVELOPMENT AREA B**

**LAND AREA:**

Gross:	0.5024 acres	21,888.51square feet
Net:	0.5024 acres	21,888.51square feet

**PERMITTED USES (to be allowed by right):**

Those uses permitted are all the Use Units allowed by right within the "RS-2" zoning district of the City of Bixby Zoning Code; and all accessory uses permitted in the underlying zoning district and in the Planned Unit Development Chapter of the City of Bixby Zoning Code.

MINIMUM FRONTAGE	66 lin.ft.
MAXIMUM PROPOSED UNITS	1 units
MAXIMUM BUILDING HEIGHT:	35 feet

**MINIMUM BUILDING SETBACKS**

Pursuant to Section 11-7B-4 of the City of Bixby Zoning Code:

**LANDSCAPE/GREEN AREA** 18,931 sf, 86% of the development area

C. DEVELOPMENT STANDARDS FOR THE DEVELOPMENT AREA

1. LANDSCAPED AREA AND SCREENING

- a. Preliminary landscaping and screening area represented on Exhibit G. The screening of the North property line will be accomplished by a combination of a privacy fence and the back of the proposed mini-storage units, which will be masonry. The screening of the South property line will be accomplished by the back of the building. The building elevation along the north and south property lines will be masonry.
- b. Frontage Requirements. The buildings will be setback a minimum of 10'-0" from the west and east property lines.

2. SIGNS

- a. Signage shall comply with the PUD Chapter (Chapter 7-I). A ground monument sign will be permitted. The ground sign will not exceed 15'-0" in height.
- b. Flashing signs, changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs with movement shall be prohibited in this PUD, except as may be permitted by the Bixby Planning Commission as part of the approved detail sign plan.

3. LIGHTING

- a. Lighting used to illuminate the development area shall be so arranged as to shield and direct the light away from adjacent properties. No light standard or building-mounted light shall exceed 20 feet in height.

4. TRASH, MECHANICAL AND EQUIPMENT AREAS

- a. There shall be no storage of recyclable materials, trash or similar material. All trash, ground supported mechanical and equipment areas, shall be screened from adjacent properties.

5. SITE GRADING

- a. The site is not in a designated FEMA floodplain. An onsite storm water detention facility will be constructed to retain and then release project storm water.

A Professional Engineer registered in the State of Oklahoma shall certify to the appropriate City official that all required storm water drainage requirements serving the Site have been installed in accordance with the approved plans prior to issuance of an Occupancy Permit on that lot.

During construction on the property, the owner will provide adequate and reasonable erosion control methods, and after construction, will provide and maintain vegetative, landscaped ground cover so that soil does not erode on or from the property.

6. TOPOGRAPHY AND UTILITIES

- a. Topography. Topography of the Site is depicted on Exhibit F.
- b. Utilities. Water and sanitary sewer service will be provided by the City of Bixby. An existing water line is located on the east side of South Memorial Drive. An existing sanitary sewer line is located running parallel to the south property line. Storm water runoff will be piped to the on site detention facility.

7. ACCESS, CIRCULATION AND PARKING

- a. Access, traffic circulation and parking are depicted on Exhibit B. All drives and parking areas within the PUD shall be privately owned and maintained.

8. RESTRICTIVE COVENANTS; ENFORCEMENT

- a. Restrictive covenants will be adopted and recorded for the PUD as platted. The hours of daily operation will be from 6:00 am to 10:00 pm. There will be no space used as a residential dwelling. A security system will be installed for the project to monitor client movement within the facility and serve as a deterrent for non clients.

9. SCHEDULE OF DEVELOPMENT

Development will commence upon the approval of the PUD, preliminary plat and the constructions drawings by the appropriate government agencies. The proposed development schedule is as follows :

- |  |           |
|--|-----------|
| a. Earth Change Permit                   | 4/15/2013 |
| b. Preliminary Plat                      | 4/22/2013 |
| c. Approval of construction plans:       | 5/1/2013  |
| d. Final Plat / Detailed Site Plan       | 5/20/2013 |
| e. Installation of site erosion control: | 5/24/2013 |
| f. Begin site grading:                   | 5/25/2013 |
| g. Begin building construction:          | 7/1/2013  |

## **Exhibits**

Exhibit A.	Preliminary Plat.
Exhibit B.	Conceptual Site Plan.
Exhibit B-1.	PUD Site Legal Description.
Exhibit C.	Existing Area Zoning.
Exhibit D.	FEMA Firm Map.
Exhibit E.	Aerial of the Site.
Exhibit F.	Topography of Site.
Exhibit G.	Landscape Plan.

# PRELIMINARY PLAT BYRNES MINI-STORAGES

A TRACT OF LAND SITUATED IN THE NW/4 OF SECTION 1, T-17-N, R-13-E OF THE INDIAN BASE AND MERIDIAN, BEING A RE-PLAT OF A PORTION OF "THE BOARDWALK ON MEMORIAL" AND "LOT 11, BLOCK 2, SOUTHERN MEMORIAL ACRES NO. 2", TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA.

PUD NO.

**ENGINEER/SURVEYOR:**

JR DONELSON, INC.  
12829 SO MEMORIAL DR  
OFFICE 100  
BIXBY, OKLAHOMA 74008  
PHONE: 918-394-3030  
C.A. NO. 5611 EXP. 6-30-13

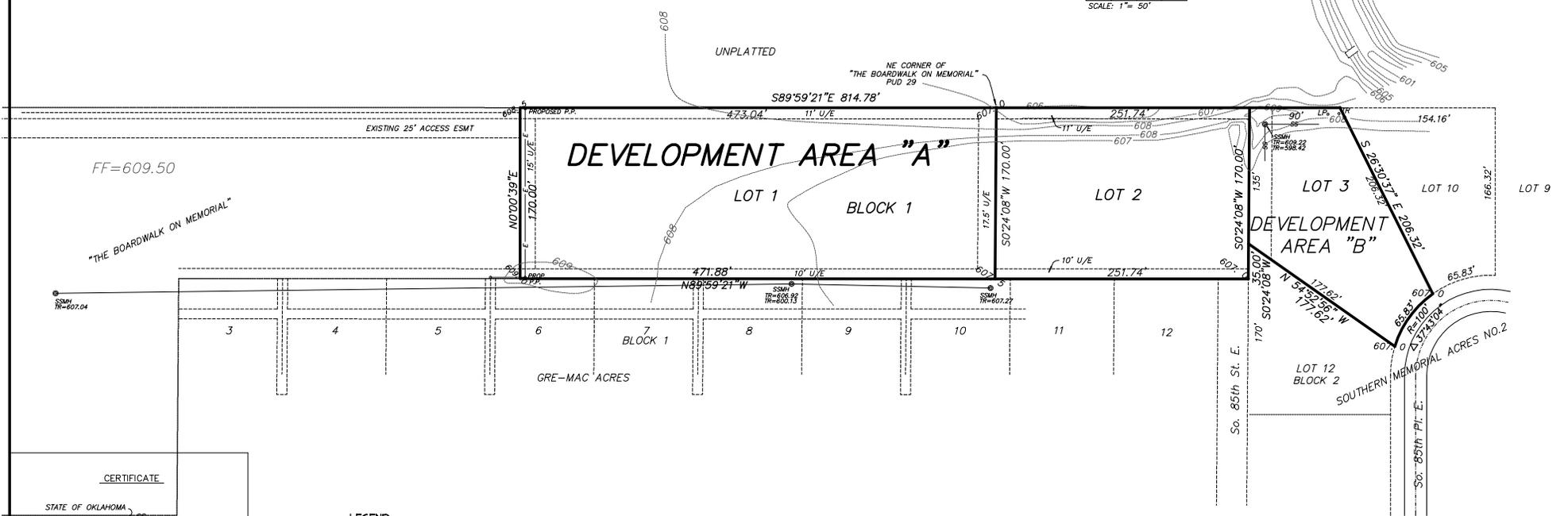
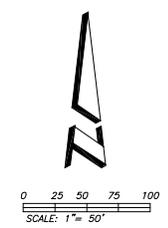
**OWNER:**

HELENE V. BYRNES FOUNDATION  
1349 SO MEMORIAL DR. #108  
BIXBY, OKLAHOMA 74008  
CONTACT: BILL WILSON  
PHONE: 918-269-1000  
EMAIL: WILSON@OLPF.NET

PLAT No.

--

**FINAL PLAT  
CERTIFICATE OF APPROVAL**  
I Herby certify that this plat was approved by the City Council of the City of Bixby, Oklahoma 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



**CERTIFICATE**

STATE OF OKLAHOMA  
COUNTY OF TULSA

I, Pat Key, Tulsa County Clerk, in and for the County and State of Oklahoma 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 \_\_\_\_\_ day of \_\_\_\_\_  
Pat Key, Tulsa County Clerk

Deputy \_\_\_\_\_

**LEGEND**

U/E	UTILITY EASEMENT
BL	BUILDING LINE
ROW	ROAD RIGHT-OF-WAY
DOCNO.	DOCUMENT NUMBER

**PROPERTY DESCRIPTION**

A tract of land situated in a part of the NW/4, Section 1, T-17-N, R-13-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described by metes and bounds, by Charles K. Howard, LS 297, as follows, to-wit:

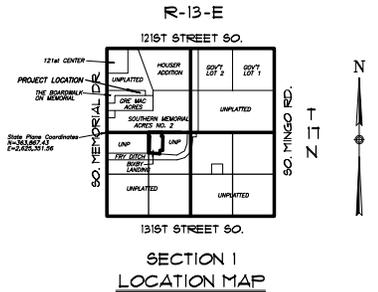
Beginning at the northeast corner of "The Boardwalk on Memorial", PUD 29; thence with an assumed bearing of S 89°59'21"E being the north line of "The Boardwalk on Memorial" a distance of 251.74 feet to the northwest corner of Lot 11, Block 2, Corrected plat of Southern Memorial Acres No. 2; thence continuing S 89°59'21"E an along the north line of said Lot 11, Block 2 a distance of 90.00 feet to the northeast corner of said Lot 11, Block 2; thence S 26°30'37"E and along the east line of said Lot 11, Block 2 a distance of 206.32 feet; thence along a curve to the left with a radius of 100.00 feet and a delta angle of 37°43'04" for 65.83 feet, with a chord bearing of S35°48'20"W and a chord distance of 64.65 feet; thence N 54°52'56"W a distance of 177.62 feet; thence S 02°24'08"W a distance of 35.00 feet; thence N 89°59'21"W a distance of 471.88 feet; thence N 00°00'39"E a distance of 170.00 feet to the north line of "The Boardwalk on Memorial"; thence S 89°59'21"E and along the north line of "The Boardwalk on Memorial" a distance of 473.04 feet to the point of beginning and containing 3.682 acres more or less.

"Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied on in place of legal descriptions.

This plat meets the Oklahoma minimum standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Surveyors.

**BENCHMARK:**  
Flowline of Sanitary Sewer Manhole, located 18 feet South and 15 feet East of the Northwest Corner of Lot 11, Block 2, Southern Memorial Acres No. 2  
Elevation: 598.42, NGVD29

**BASIS FOR BEARINGS:**  
The basis for bearings is the North line "The Boardwalk on Memorial", with an assumed bearing of S 89°59'21"E.



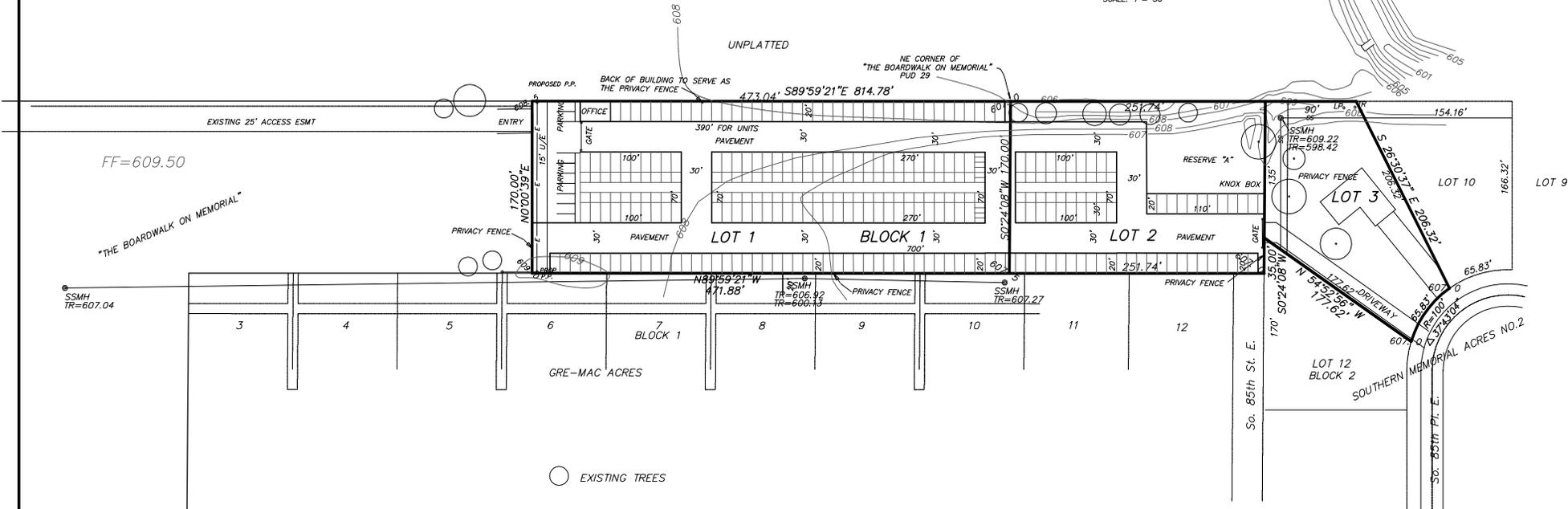
WILSON MINI STORAGES  
Preparation date: January 28, 2013  
SHEET 1 OF 2

EXHIBIT A  
PRELIMINARY  
PLAT

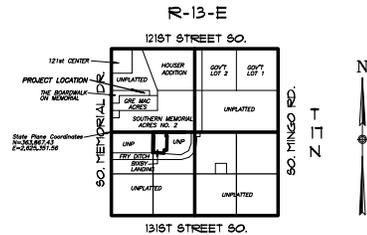
**ENGINEER/SURVEYOR:**  
 JR DONELSON, INC.  
 12820 SO. MEMORIAL DR.  
 OFFICE 100  
 BIXBY, OKLAHOMA 74008  
 PHONE: 918-394-3030  
 C.A. NO. 5611 EXP. 6-30-13

**OWNER:**  
 HELENE V. BYRNES FOUNDATION  
 12345 SO. MEMORIAL DR. #108  
 BIXBY, OKLAHOMA 74008  
 CONTACT: BILL WILSON  
 PHONE: 918-269-1000  
 EMAIL: WILSON@OLP.NET

# BYRNES MINI-STORAGES CONCEPTUAL SITE PLAN



○ EXISTING TREES



**SECTION 1  
 LOCATION MAP**

SCALE: 1" = 2000'  
 SUBDIVISION CONTAINS:  
 AREA = 3.682 ACRES 160,400 sf  
 NO. LOTS 3 BLOCKS 1  
 PARCELS 9, 10, 13  
 C. WILSON/WILSON/PDUG

EXHIBIT B  
 CONCEPTUAL  
 SITE PLAN

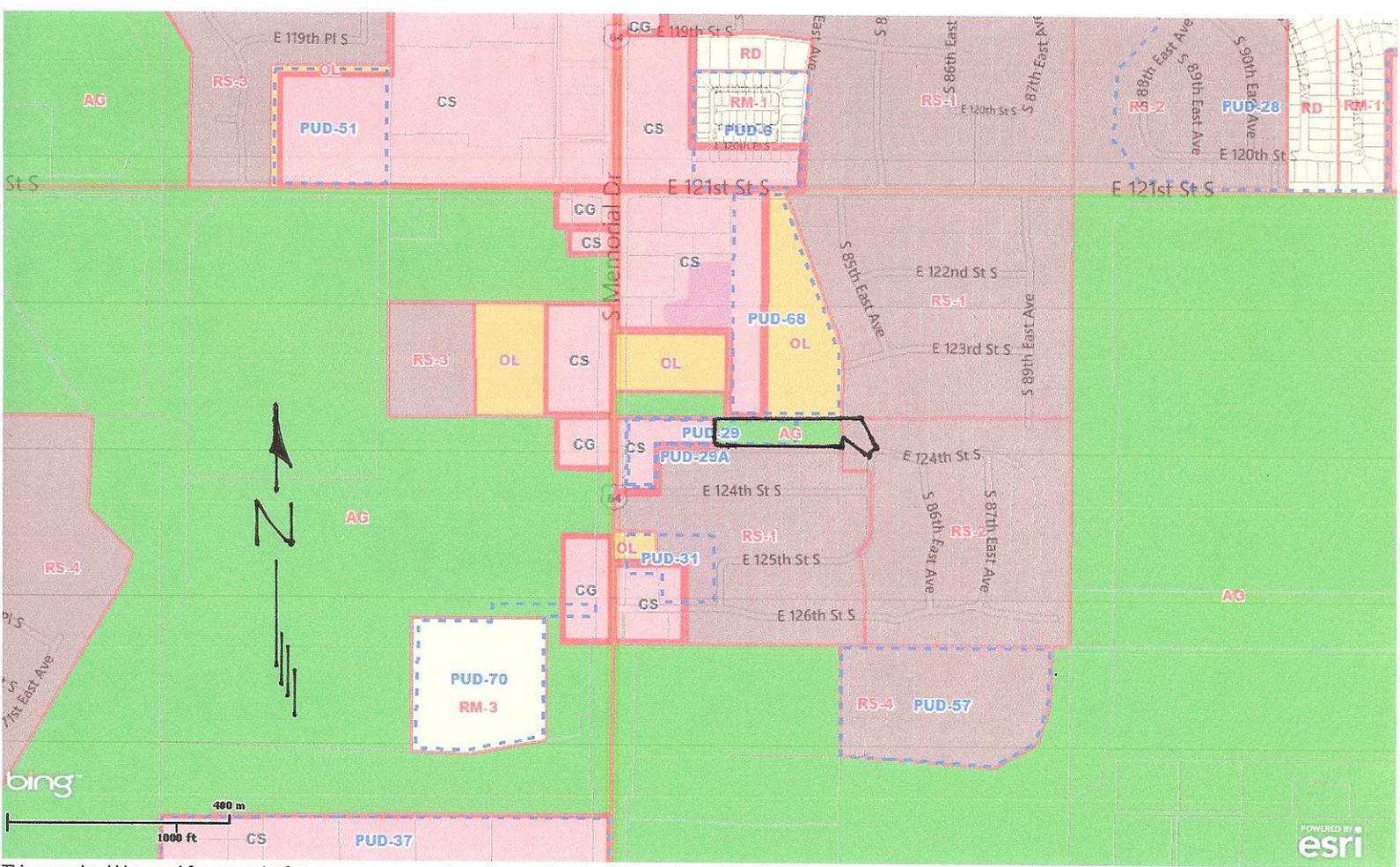
EXHIBIT B-1

PUD SITE LEGAL DESCRIPTION

*A tract of land situated in a part of the NW/4 , Section 1, T-17-N, R-13-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described by metes and bounds, by Charles K. Howard, LS 297, as follows, to-wit:*

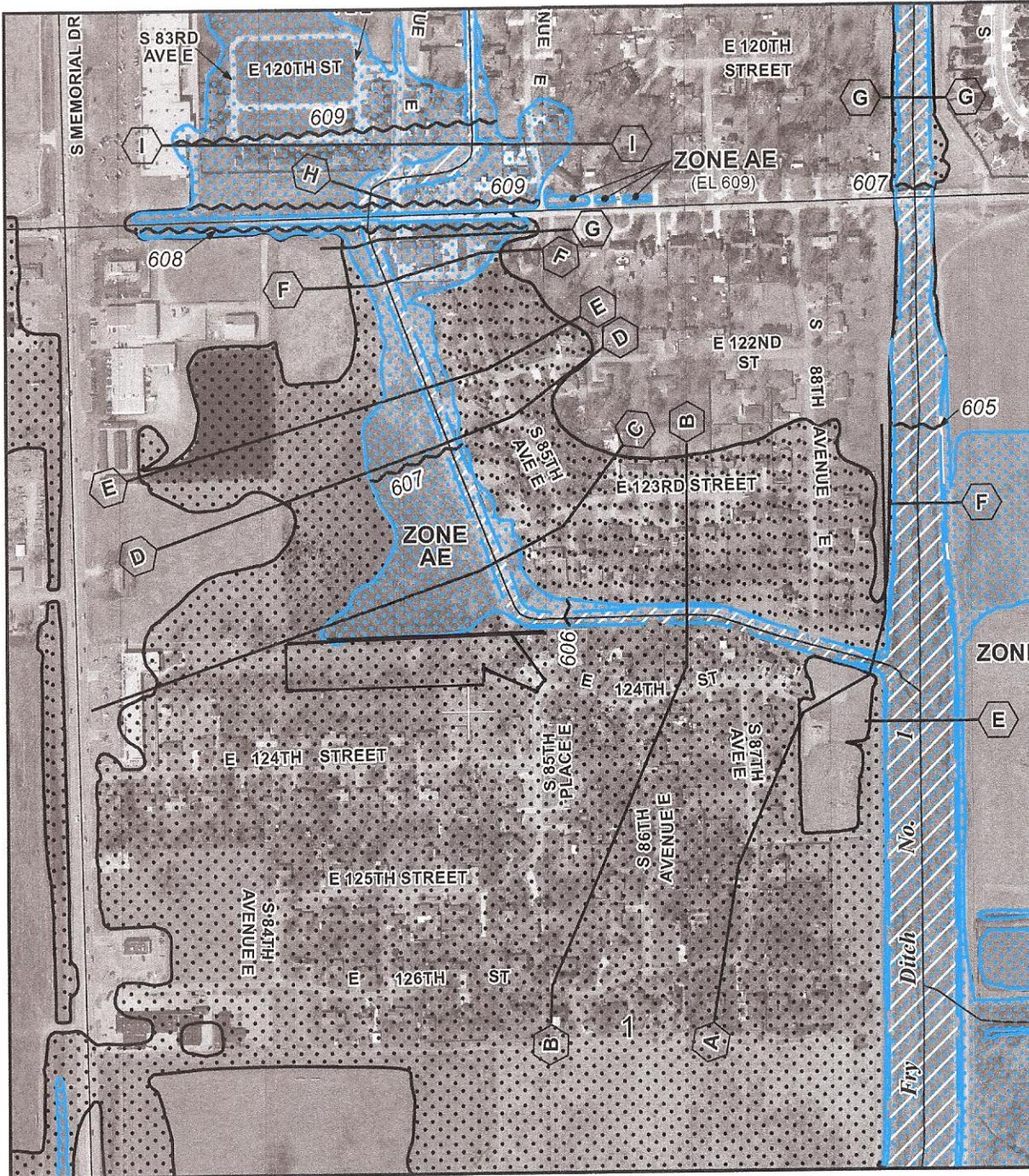
*Beginning at the northeast corner of "The Boardwalk on Memorial", PUD 29; thence with an assumed bearing of S 89°59'21"E being the north line of "The Boardwalk on Memorial" a distance of 251.74 feet to the northwest corner of Lot 11, Block 2, Corrected plat of Southern Memorial Acres No. 2; thence continuing S 89°59'21"E an along the north line of said Lot 11, Block 2 a distance of 90.00 feet to the northeast corner of said Lot 11, Block 2; thence S 26°30'37"E and along the east line of said Lot 11, Block 2 a distance of 206.32 feet; thence along a curve to the left with a radius of 100.00 feet and a delta angle of 37°43'04" for 65.83 feet, with a chord bearing of S35°48'20"W and a chord distance of 64.65 feet; thence N 54°52'56"W a distance of 177.62 feet; thence S 00°24'08"W a distance of 35.00 feet; thence N 89°59'21"W a distance of 471.88 feet; thence N 00°00'39"E a distance of 170.00 feet to the north line of "The Boardwalk on Memorial"; thence S 89°59'21"E and along the north line of "The Boardwalk on Memorial" a distance of 473.04 feet to the point of beginning and containing 3.428 acres more or less.*

# Brynes Mini-Storage



This map should be used for general reference purpose only. Areas in question should be verified at the INCOG office or at the respective municipality. Thu Feb 14 2013 03:29:06 PM.

EXISTING AREA ZONING  
EXHIBIT C



MAP SCALE 1" = 500'

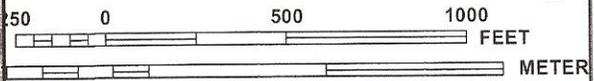


EXHIBIT D  
FIRM MAP



PANEL 0432L

**FIRM**  
FLOOD INSURANCE RATE MAP  
TULSA COUNTY,  
OKLAHOMA  
AND INCORPORATED AREAS

PANEL 432 OF 530  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BIKBY, CITY OF	400207	0432	L
TULSA, CITY OF	405381	0432	L
TULSA COUNTY	400462	0432	L

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER  
40143C0432L

MAP REVISED  
OCTOBER 16, 2012

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

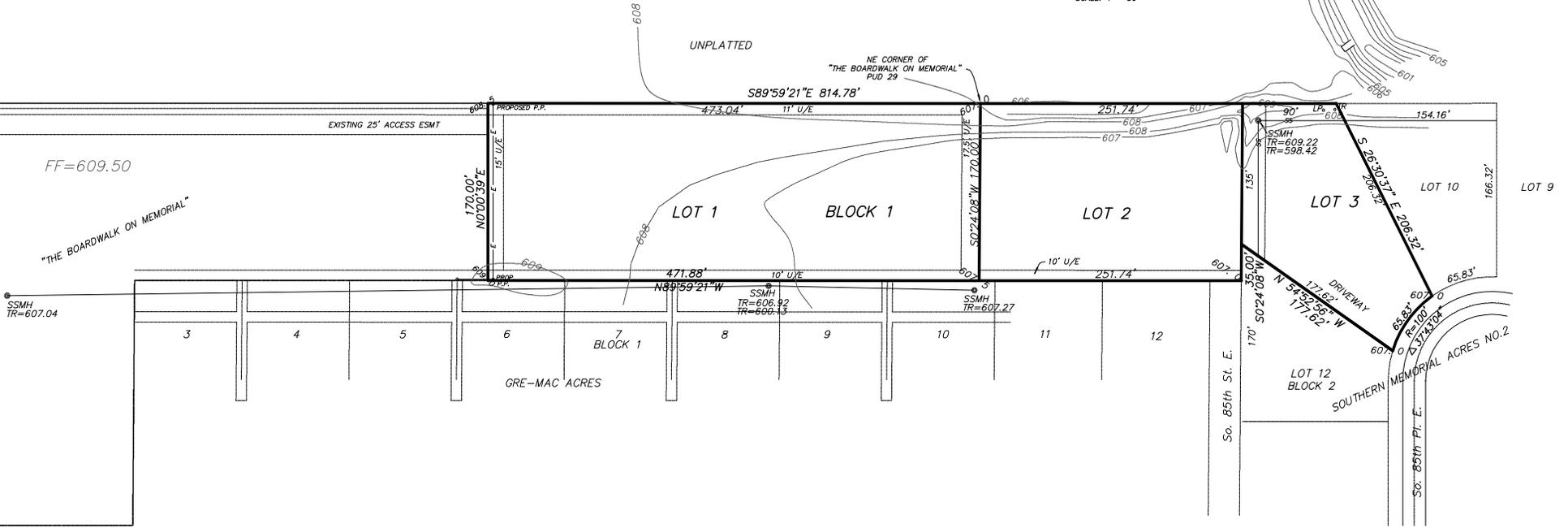
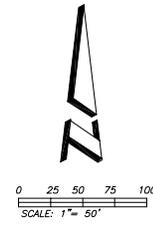


EXHIBIT E  
AERIAL OF SITE

**ENGINEER/SURVEYOR:**  
 JR DONELSON, INC.  
 12820 SO. MEMORIAL DR.  
 OFFICE 100  
 BIXBY, OKLAHOMA 74008  
 PHONE: 918-394-3030  
 C.A. NO. 5611 EXP. 6-30-13

**OWNER:**  
 HELENE V. BYRNES FOUNDATION  
 12349 SO. MEMORIAL DR. #08  
 BIXBY, OKLAHOMA 74008  
 CONTACT: BILL WILSON  
 PHONE: 918-269-1000  
 EMAIL: WWILSON@OLP.NET

# BYRNES MINI-STORAGES



FF=609.50

"THE BOARDWALK ON MEMORIAL"

SSMH  
TR=607.04

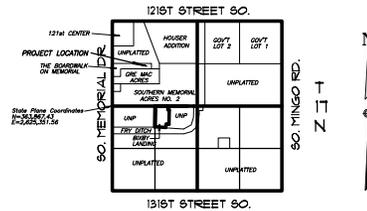
GRE-MAC ACRES

So. 85th St. E.

LOT 12  
BLOCK 2

SOUTHERN MEMORIAL ACRES NO. 2

R-13-E



## SECTION 1 LOCATION MAP

SCALE: 1" = 200'

SUBDIVISION CONTAINS:  
 AREA = 3.682 ACRES 160,400 SF  
 NO. LOTS = 3 BLOCKS = 1  
 February 5, 2013  
 C: WILSON, WILSON & FIDUS

EXHIBIT F  
 TOPOGRAPHY

# BYRNES MINI-STORAGES

**ENGINEER/SURVEYOR:**  
 JR DONELSON, INC.  
 12820 SO. MEMORIAL DR.  
 OFFICE 100  
 BIXBY, OKLAHOMA 74008  
 PHONE: 918-394-3030  
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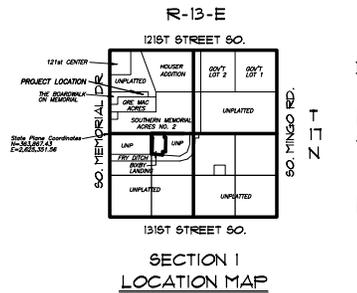
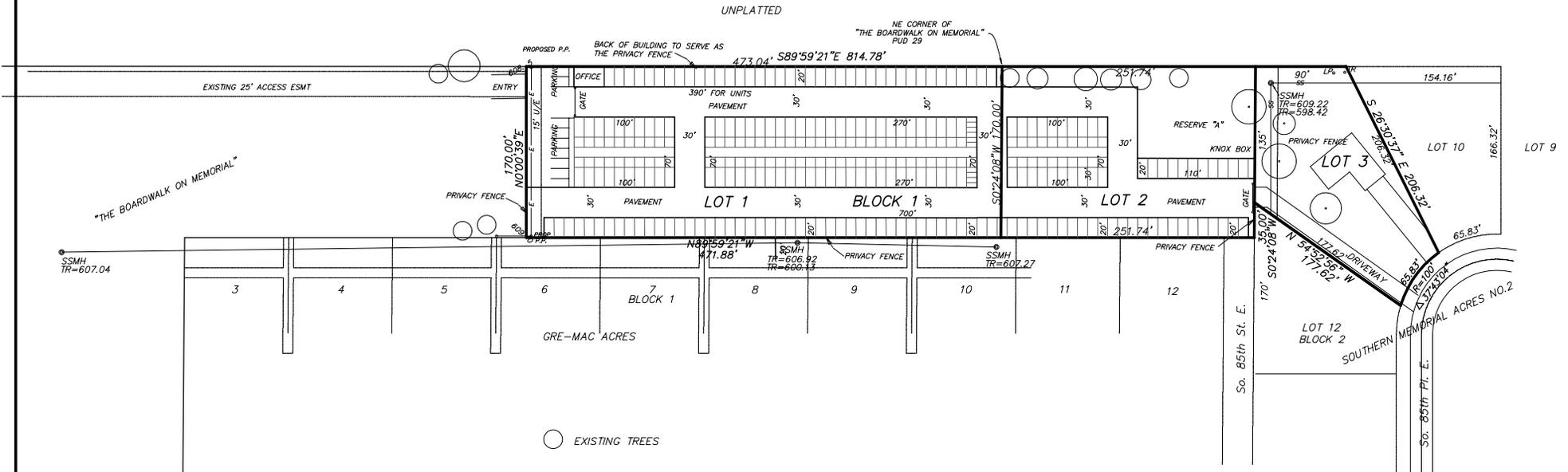
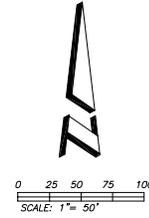
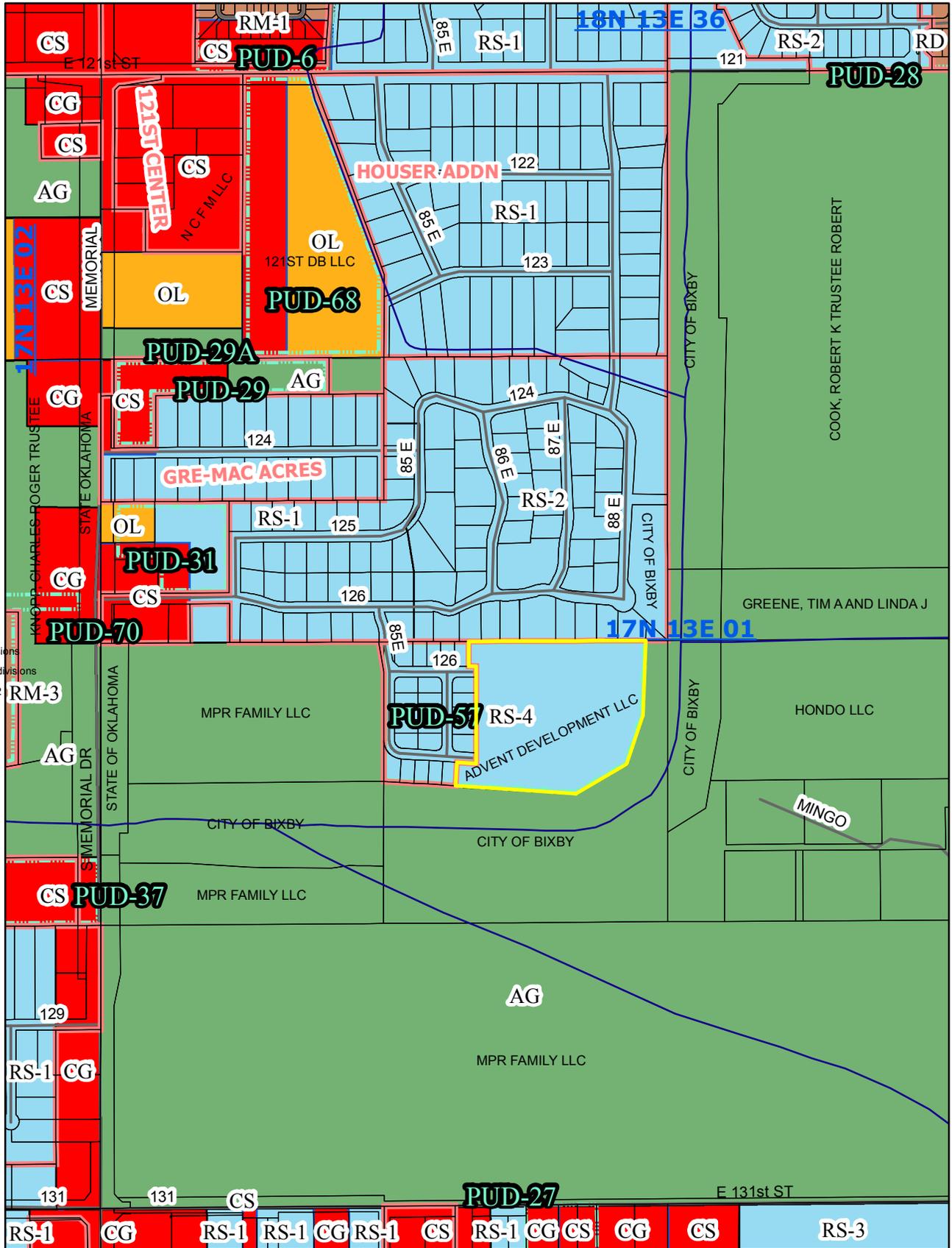


EXHIBIT G  
 LANDSCAPE  
 PLAN

# Final Plat of Bixby Landing Second



- bixby\_streams
- Tulsa Parcels 01/13
- WagParcels 01/13
- TulsaCountySubdivisions
- WagonerCountySubdivisions
- WagRoads\_Aug2012
- E911Streets
- PUD
- <all other values>
- ZONE\_TYPE**
- Agricultural
- Commercial
- Flood
- Industrial
- Office
- Residential SF
- Residential Multi
- Residential Manuf.
- <all other values>
- ZONE\_TYPE**
- Agricultural
- Commercial
- Flood
- Industrial
- Office
- Residential SF
- Residential Multi
- Residential Manuf.
- bixby\_s-t-r
- county





DEED OF DEDICATION AND RESTRICTIVE COVENANTS

BIXBY LANDING SECOND

( PUD 57 )

KNOW ALL MEN BY THESE PRESENTS:

NOW THEREFORE, the Undersigned, R.C. Bixby Landings, L.L.C., an Oklahoma Limited Liability Company, being the owner in fee simple of the real estate and being situated in the City of Bixby, Tulsa County, State of Oklahoma, and described as follows:

A tract of land situated in a part of the NE 1/4 of the SW 1/4, Section 1, T-17-N, R-13-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described by Charles K. Howard, LS 297, as follows: 10-16.

Commencing at the Northwest Corner of the SW 1/4 of Section 1, T-17-N, R-13-E, according to the Corrected Plat of Southern Memorial Acres No. 2, a subdivision in the S 1/2 of the NW 1/4 of Section 1, T-17-N, R-13-E, thence there to with an assumed bearing of N 89°34'19"E being the North line of said SW 1/4 and the South line of said corrected plat of Southern Memorial Acres No. 2 a distance of 1719.78 feet to the point of beginning; thence continuing N 89°34'19"E and along said North line a distance of 822.01 feet to a point on Fry Creek Right-of-Way; thence S 00°00'00"W along said Right-of-Way a distance of 354.97 feet; thence S 17°33'51"W along said Right-of-Way a distance of 240.64 feet; thence S 59°20'03"W along said Right-of-Way a distance of 273.28 feet; thence N 87°28'52"W along said Right-of-Way a distance of 564.26 feet; thence N 02°51'00"E a distance of 110.00 feet; thence S 87°28'52"E a distance of 86.08 feet; thence N 00°58'30"W a distance of 456.64 feet; thence S 89°01'30"W a distance of 35.00 feet; thence N 00°58'30"W a distance of 117.75 feet to the point of beginning and containing 12.232 acres more or less.

and the Undersigned Owner has caused the described realty to be surveyed, plotted and platted into Lots and Blocks in accordance with the accompanying plat, and have designated the same as "BIXBY LANDING SECOND", an Addition to the City of Bixby, Tulsa County, State of Oklahoma.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

Now, therefore, the Undersigned Owner dedicates for public use of the streets as shown on said plat and do hereby guarantee clear title to all land that is so dedicated. The Owner does further dedicate for the public use the easements and rights of way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or replacing any and all public utilities, including storm and sanitary sewers, telephone lines, power lines and transformers, gas lines and water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other such appurtenances thereto with the right of ingress and egress to and upon such easements and rights of way for the uses and purposes aforesaid; provided,

however that the Owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines together with the right of ingress and egress over, across and along all of the utility easement areas as shown on the plat for the purpose of furnishing services to the area included within the plat.

The Undersigned Owner does hereby relinquish the rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter released, altered, or amended by the City of Bixby and approved by the City Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City of Bixby, Oklahoma or its successors, and the owners of each lot agree to be bound thereby.

FURTHER, the Owner, for the purpose of providing and orderly development of the property above-described, (hereinafter referred to as BIXBY LANDING SECOND), and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned Owner, its successors, grantees and assigns, does hereby impose the following restrictions and covenants, which shall be enforceable by the lots within BIXBY LANDING SECOND.

A. Water and Sewer Service
In connection with the provisions for water and sanitary sewer services, all of the Lots in BIXBY LANDING SECOND are subject to the following covenants and restrictions, to-wit:

1. The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary facilities located in their lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main, or storm water. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.

2. The City of Bixby, or its successors, will be responsible for ordinary maintenance of public water main, or public sanitary sewer main, but the owner of each lot will pay for damage or relocation of such facilities cause or necessitated by acts of the owner or his agents or contractors.

3. The City of Bixby or its successors through its proper agents and employees shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.

4. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Bixby or its successors, and the owner of each lot agree to be bound hereby.

5. All water and sanitary sewer lines shall be maintained in good repair by the utility contractor in accordance with the terms and conditions of the Maintenance Bond of which the City of Bixby is the beneficiary. If any repair issues arise, the Developer shall assist the City of Bixby in coordination and facilitation with the appropriate contractor.

6. Waterlines less than 4" in diameter and sanitary sewer lines less than 8" in diameter are private service lines and the ownership, maintenance, repair, removal and/or replacement shall be the responsibility of the property owners served by said service lines.

B. Electric, Telephone, Cable Television and Natural Gas Service.

In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:

1. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the North, East and South lines of the subdivision. Street light poles or standards may be served by underground cables and elsewhere throughout said addition, all supply lines including electric, telephone, cable television and gas lines, shall be located underground, in the easement ways dedicated for the 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 of secondary voltages, may be located in such easement ways.

2. Except to houses on lots described in paragraph "A" above, which may be served from overhead electric service lines, telephone lines and cable television cables, underground service cables and gas service lines may be run from the nearest service pedestal, transformer or nearest gas main to the point of use determined by the location and construction of such structures 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 electric service, telephone service, cable television service, or gas service line to a particular structure, the supplier of the service shall thereafter be deemed to have a definite, permanent, effective and non-exclusive right-of-way easement on each lot covering a five foot strip extending 2.5 feet on each side of such 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 natural gas services, through their proper agents and employees, shall at all times have the right of access to all easement ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

4. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television and natural gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by the acts of the owner or its agents or contractors.

5. The foregoing covenants concerning underground electric, telephone, cable television and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service, and the owner of each lot agree to be bound hereby.

C. The Undersigned Owner will do the following: All streets shall be graded, base material applied and surface paved in accordance with the current Engineering Design Standards of the City of Bixby to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, drainage structures constructed in accordance with the approved plans on file in the office of the City Engineer by the Owner, at his expense, and in compliance with the Engineering Design Standards of the City of Bixby. Interior sidewalks shall be constructed at the time of the construction of the lot improvements. The streets and storm sewer shall be maintained in good repair by the Owner for a period of Two (2) years after the City's written acceptance of the construction, and all other improvements shall be maintained in good repair by the Owner for a period of One (1) year after the City's written acceptance of the construction.

D. Paving and Landscaping Within Easements.

The owner of lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the 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. Storm Sewer

1. The City of Bixby, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.

2. No permanent fence, permanent wall, permanent building, or permanent structure which would cause the utility easement to be placed or maintained in the storm sewer easement area, and any construction activity which would interfere with the storm sewer system shall be prohibited.

3. The City of Bixby, or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner of each lot or its agents or contractors.

4. The foregoing covenants concerning the public storm sewer system shall be enforceable by the City of Bixby, or its successor, and the owner of each lot agree to be bound hereby.

5. The owner of each lot shall be responsible for the protection of the storm sewer located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. 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 storm sewer, or any construction activity which would interfere with storm, shall be prohibited.

F. Reserve Area
Reserve areas designated "C" on the attached plat is an area that will be needed to the Property Owners Association of BIXBY LANDING for their use and benefit. This area shall be transferred to the Property Owners Association of BIXBY LANDING on or before the completion of the last home constructed in BIXBY LANDING SECOND. Maintenance of this reserve area will be the responsibility of the Bixby Landings Home Owners Association. Reserve "C" will be used for street and access to the subdivision.

SECTION II. PUD DEVELOPMENT STANDARDS

A. BIXBY LANDING DEVELOPMENT AREA A

Table with 3 columns: Gross / Net Lot Area, Gross, Net. Values: 18,518 acres, 806,644 sf, 18,518 acres, 806,644 sf.

Permitted Uses: Underlying Zoning District: "RS-4"
Limitation on Uses: Allowed uses within Development Area "A" include all Uses Listed in the City of Bixby Zoning Code within the "RS-4" zoning district.

Table with 2 columns: Max Number of Lots, Max Building Stories, Lot Width (min./ft.), Land Area (min. sq.ft.), Land Area per D.U. (min. sq.ft.), Livability per D.U. (min./sq.ft.). Values: 84, 2, 50 feet, 5,500 sq.ft., 6,750 sf, 1,600 sf.

Table with 2 columns: Minimum Building Setbacks (Yard Requirements), Front yard abutting a public / private street, Side yard abutting a public / private street, Rear Yards (min./ft.), Side Yards (min./ft.). Values: 20 feet, 15 feet, 20 feet, 5 feet.

B. Landscaped Area and Visual Screening.

1. All landscaping and screening shall meet or exceed the requirements of the PUD Chapter 9. All landscaping and screening shall be approved by the Bixby Planning Commission.

C. Signs.
1. All signs shall comply with the setback, height, size and other requirements of the Bixby Zoning Ordinance. The location of the proposed ground signs shall be shown on the site plan submitted to the City of Bixby for review.

D. Lighting.
1. Exterior light poles shall meet the requirements of the Bixby Zoning Ordinance.

2. Flashing signs, changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs with movement shall be prohibited, except as may be permitted by the Bixby Planning Commission as part of the approved detail sign plan.

E. Fencing.
1. Fencing shall be installed in accordance with the requirements of the Bixby Zoning Ordinance. A 6'-0" privacy fence will be installed along the north property line.

F. Access and Circulation.

1. The Streets in this PUD will be public and constructed to the City of Bixby standards, with sufficient right-of-way provided on the west access to allow construction and maintenance of the roadway. The road right of way is shown on the plat. Access to South 88th E. Ave. will be through a crash gate with a knock box for emergency vehicles.

SECTION III. PRIVATE RESTRICTIONS AND COVENANTS

A. Architectural Committee and Construction Standards. An Architectural Committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for the interpreting the development and construction standards contained herein. R.C. Bixby Landings, L.L.C., the Developer, its successors, assigns or appointees are heretofore referred to as the Architectural Committee. After sixty-five percent (65%) of the lots in the subdivision have been purchased and houses constructed, the BIXBY LANDING SECOND Property Owners Association, and the Developer shall form a duly elected Architectural Committee consisting of members of the Association. The Developer, R.C. Bixby Landings, L.L.C., shall hold a three to one (3:1) proxy vote for any of the lots it holds. This in effect will give R.C. Bixby Landings, L.L.C. three (3) votes per lot that it holds. This three to one (3:1) vote shall be used in all votes concerning any item that comes before the Homeowners Association including but not limited to the approval and/or disapproval of any item brought before the Architectural Committee.

- B. The minimum building set-backs for dwelling units shall be as follows:
1. Front yard abutting a public street: Twenty feet (20') unless shown otherwise on the plat.
2. Side yard: Five feet (5')
3. Rear yard: Twenty feet (20')
4. Side yard abutting a public street: Fifteen feet (15') unless shown otherwise on the plat.

Easements take precedent to the above set-backs.

C. Lot use restrictions.

- 1. No lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose.
2. No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done upon any lot which may be or become an annoyance or a nuisance to the neighborhood.

D. Fence restrictions.

- 1. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum front yard set-back to an abutting street or minimum side yard set-back to an abutting street established herein and shown on the attached plat of BIXBY LANDING SECOND, and no fence or wall shall exceed six (6) feet in height above ground level.
2. No chain-link fences will be permitted in the subdivision.
3. All wood fences shall be constructed of #2 grade or better Cedar or Spruce.

E. Dwelling material and size restriction.

- 1. No building or dwelling unit on any lot shall be constructed with less than Sixteen Hundred (1600) square feet of enclosed living area for any single family unit, exclusive of open porches, garages, or breezeways; in the event of a dwelling having more than one (1) story, there shall be a minimum of Twenty-one hundred (2100) square feet of floor space with a minimum of One thousand Fifty (1050) square feet on the first story, exclusive of open porches, garages, and breezeways.
2. No building or dwelling unit shall be erected, placed or constructed on any lot in this addition unless at least thirty-three percent (33%) of the exterior walls thereof be brick, brick veneer, stone or stone veneer, stucco-type plaster, up to the eight foot plate line. Any deviation of exterior construction materials shall be permitted only with the written consent of the Architectural Committee.

3. No dwelling, structure, garage, or accessory building shall have a roof pitch of less than 7 in 12 and any roof constructed of composition shingles, the shingles will be Driftwood, or equal grade shingles with a minimum 30 year guarantee.

F. Antennae and aerial restrictions.

1. No exterior radio or television aerial wires or antennae shall be erected or attached on or near any structure on any lot of this subdivision.

G. Garages.

1. All houses shall have a minimum of one attached two (2) car garage conforming to the architecture of the dwelling structure, conforming to all restrictions and covenants and codes and approved by the developer of BIXBY LANDING SECOND, and the architectural committee of the subdivision.

H. Temporary structures.

1. No out-building, garage, shed, tent, trailer (i.e. any mobile or manufactured home), basement or temporary building shall be used for permanent or temporary residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary shed during the period of actual construction of any structure on any such property, nor the use of adequate sanitary toilet facilities for workmen which shall be provided by the builder during such construction.

I. Accessory and out-buildings.

- 1. Accessory buildings shall conform to the dwelling structure architecture, and shall be behind a privacy fence. No accessory building shall have a roof pitch of less than 6 in 12 and similar in design to residence.
- 2. All mailboxes in the subdivision shall conform to the model as set forth by the standards committee. Such mailboxes shall be provided by the developer at developer's costs at the closing of the lot or home purchase.
- 3. Each lot shall have two 2-inch (caliper measurement) trees (not including any existing trees) per lot.

J. No truck, camper, motor home, trailer, boat, or vehicle of any type (whether operable or not) may be parked, kept or stored on any lot except in a garage or screened area behind the building line of the tract for more than forty-eight (48) hours during any seventy-two (72) hour period.

K. Livestock and poultry prohibited: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part thereof, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

L. Billboards prohibited: The construction or maintenance of billboards or advertising boards or structures on any lot is specifically prohibited, except temporary billboards advertising sale or rental of such property are permitted, provided they do not exceed nine (9) square feet in size.

M. Existing structures: No existing, erected building or structure of any sort may be moved onto or placed on any of the Lots in BIXBY LANDING SECOND.

N. Obstructions: No object, including vegetation, shall be permitted on any corner lot which obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through site lines parallel to the ground surface at elevations between Two (2) feet and Six (6) feet above the roadways.

O. Lot division: No lot shall be split or further subdivided so as to reduce the area thereof, except as necessitated by correction of encroachments or other boundary deficiencies caused by errors in the platting, re-platting or surveying of the subdivision. This shall also include any changes necessary pursuant to any municipal direction.

P. The developers of BIXBY LANDING SECOND reserve the right in their sole discretion and without joinder of any owner at any time so long as it is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as developers and filed in the County Clerk's office in the Court House of Tulsa County, Oklahoma.

Q. Enforcement: Enforcement to restrain violation of the covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate and covenant herein, and may be brought by the Owner or Owners of any lot or having any interest therein, whether acting jointly or severally. The developer or Property Owners Association shall not be obligated to enforce any covenant or restriction through legal proceedings.

SECTION IV. PROPERTY OWNERS ASSOCIATION

A. Property Owners Association: R.C. Bixby Landco, L.L.C., has formed the BIXBY LANDING PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association") a non-profit entity established pursuant to the Business Corporation Act of the State of Oklahoma and formed for the general purposes of maintaining the common open areas and for enhancing the value, desirability and attractiveness of BIXBY LANDING SECOND. The creation of this Association shall be completed at the sole discretion of the R.C. Bixby Landco, L.L.C. However, the same shall be no later than the last day of construction of the last home in BIXBY LANDING SECOND.

B. Membership: At any time any house constructed on a Lot and that Lot and house has been sold and occupied, the Owner therefore become a member of the BIXBY LANDING PROPERTY OWNERS ASSOCIATION, INC. and membership shall be appurtenant to and may not be separated from the ownership of a lot or portion thereof. The owner of vacant lots will not be members of the Association, unless through the written consent of the owner. The acceptance of a deed to a lot by the home owner shall constitute acceptance of the Association as of the date of incorporation, or as of the date of the recording of the deed, whichever occurs last.

C. Covenant for assessments: The homeowner, and each subsequent owner of a lot or portion thereof, by acceptance of a deed therefore, is deemed to covenant and agree to pay the Association an annual assessment as established by the board of directors. No vacant lot will be assessed, unless through a written consent of the owner. Annual assessment rates shall be established each year by the assent of 51% of the Lot owners within the subdivision. Annual assessments together with 10% interest, costs and reasonable attorney's fees shall be continuing lien on the lot and the personal obligation of the ownership of the lot at the time of assessment. The lien of the assessments provided for herein shall be subordinate to the liens of any first mortgage.

D. Duration, Amendment and Severability.

- 1. Duration: These restrictions shall remain in full force and effect until January 1, 2025, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.
- 2. Amendment or Termination: The private covenants and restrictions contained in this Deed of Dedication may be amended, modified, changed or canceled by a written instrument signed and acknowledged by the owners of two-thirds (2/3) of the lots in BIXBY LANDING and BIXBY LANDING SECOND. Provided, however, so long as the Owner, or any equity majority owned by a current shareholder of Owner, owns a lot in BIXBY LANDING or BIXBY LANDING SECOND, the Owner retains the right, IN ITS SOLE DISCRETION, to: (i) veto any proposed amendments and (ii) amend, in its discretion, any covenant or term contained herein (other than Sections I, III.B and III.G, which may be altered only with the written consent of the City of Bixby).
- 3. Severability: Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement or decree of any court or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

SECTION V. SURFACE DRAINAGE

A. Surface Drainage: Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No property owner shall construct or permit to be constructed any fencing or other obstructions which would impede the drainage of storm and surface waters over and across his lot. No property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans on file at the City of Bixby. The property owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) or allow any construction activity which may interfere with such public water mains, valves, storm sewers, and or public sanitary sewer facilities. The covenants set forth in this paragraph shall be enforceable by any affected property owner and by the City of Bixby, Oklahoma.

Any successor(s) in title to the lots within BIXBY LANDING SECOND, to enforce any given restriction or covenant or condition at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

As owner we hereby certify that we have caused the land described in this plat to be surveyed, divided, mapped, dedicated and access rights reserved as represented on the plat.

In witness whereof the owner have executed this Deed of Dedication on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

R.C. Bixby Landco, L.L.C.,  
an Oklahoma Limited Liability Company

Member Manager

STATE OF OKLAHOMA )  
                                  )SS  
COUNTY OF TULSA )

Before me the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, to me known to be the identical person who subscribed the name thereof to the foregoing instrument 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 for said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My commission expires: \_\_\_\_\_

SURVEYORS CERTIFICATE

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, hereby certifies that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Charles K. Howard, RLS #297  
CA 3545 Exp. 6-30-13

STATE OF OKLAHOMA )  
                                  )SS  
COUNTY OF \_\_\_\_\_ )

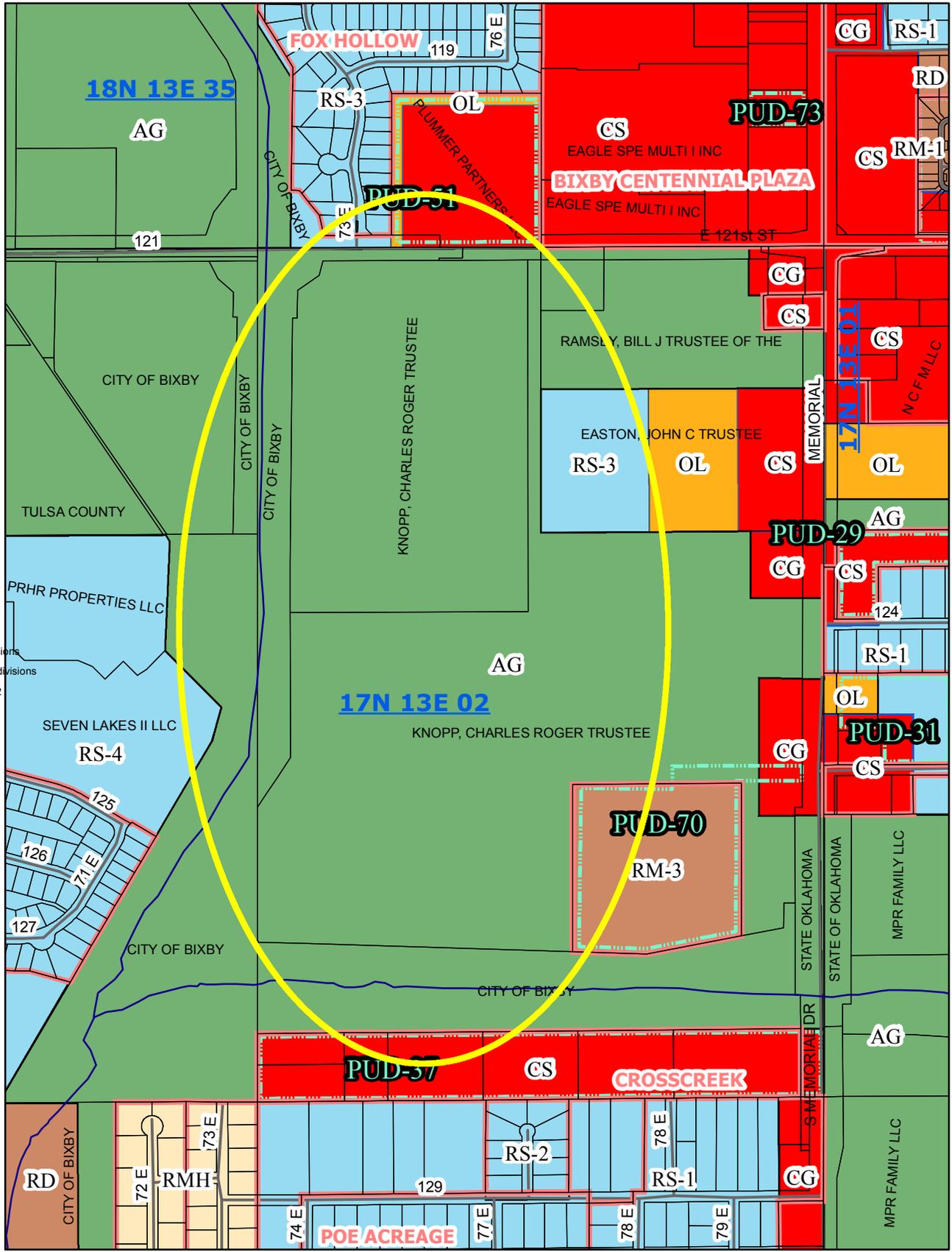
Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under me hand and seal the day and year last above written.

Notary Public

My Commission expires: \_\_\_\_\_

# Preliminary Plat of Scenic Village Park



- bixby\_streams
- Tulsa Parcels 01/13
- WagParcels 01/13
- TulsaCountySubdivisions
- WagonerCountySubdivisions
- WagRoads\_Aug2012
- E911Streets
- PUD
- <all other values>
- ZONE\_TYPE**
- Agricultural
- Commercial
- Flood
- Industrial
- Office
- Residential SF
- Residential Multi
- Residential Manuf.
- <all other values>
- ZONE\_TYPE**
- Agricultural
- Commercial
- Flood
- Industrial
- Office
- Residential SF
- Residential Multi
- Residential Manuf.
- bixby\_s-t-r
- county





Scale: 1" = 150'  
Tanner Consulting

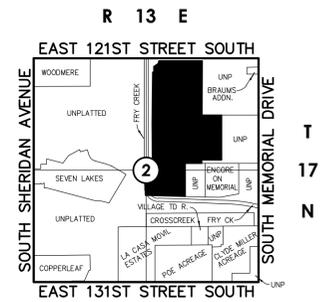
# Scenic Village Park

PART OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN  
AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

B/L = BUILDING LINE  
B/U = BUILDING LINE & UTILITY EASEMENT  
BK PG = BOOK & PAGE  
CB = CHORD BEARING  
CD = CHORD DISTANCE  
DOC = DOCUMENT  
ESMT = EASEMENT  
ODE = OVERLAND DRAINAGE EASEMENT  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
SEP. INSTR. = SEPARATE INSTRUMENT  
U/E = UTILITY EASEMENT

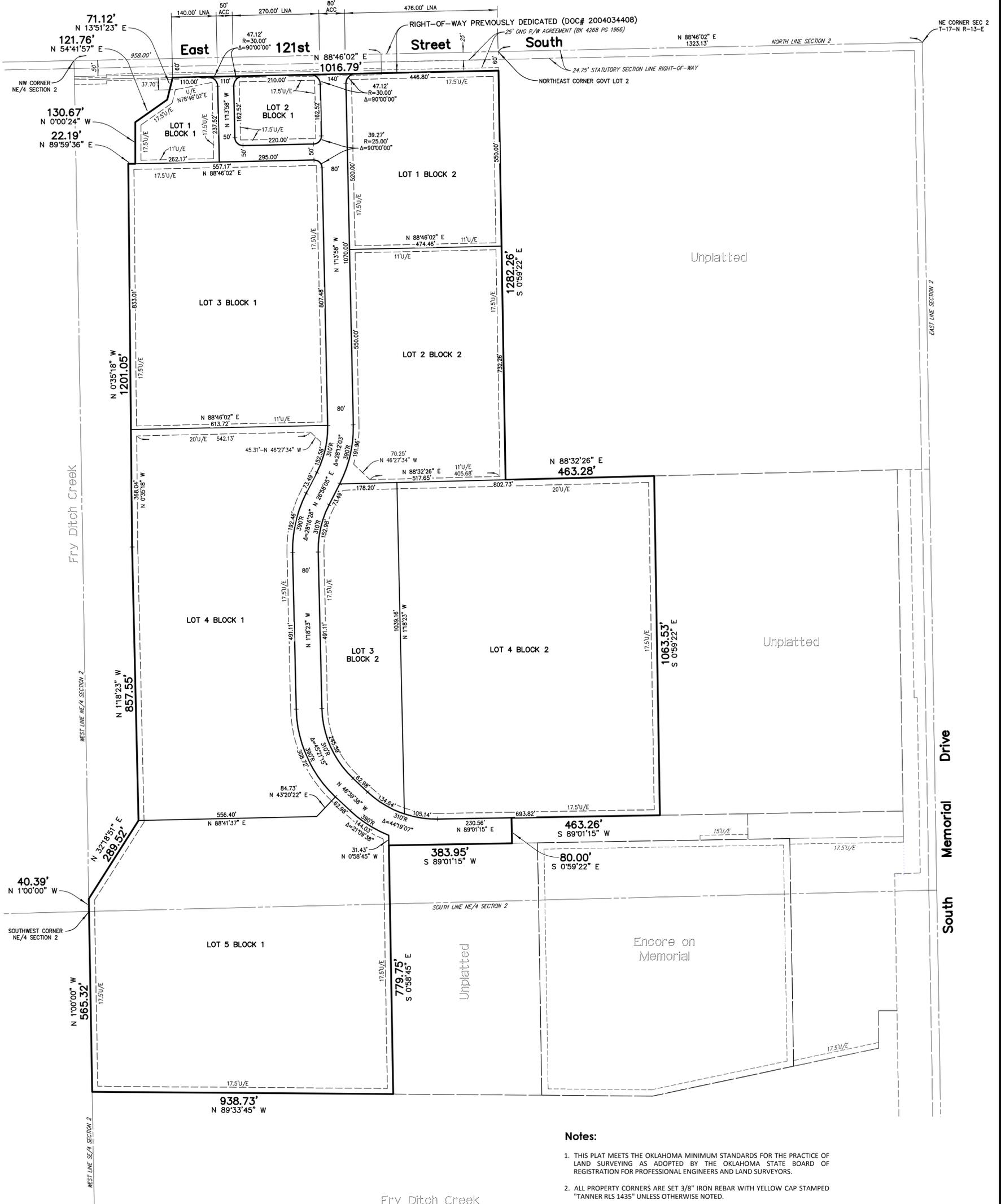
**OWNER:**  
**121st & Memorial, L.L.C.**  
6528 East 101st Street South  
D-1, Suite 409  
Tulsa, Oklahoma 74133  
Phone: (918)638-3003  
Contact: Rick Dodson

**SURVEYOR/ENGINEER:**  
**Tanner Consulting, L.L.C.**  
DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2013  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918)745-9929



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

SUBDIVISION CONTAINS  
EIGHT (8) LOTS IN TWO (2) BLOCKS  
GROSS SUBDIVISION AREA: 00.000 ACRES



**Notes:**

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83).

DATE OF PREPARATION: JANUARY 11, 2013

# Scenic Village Park

PART OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN  
AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR SCENIC VILLAGE PARK

KNOW ALL MEN BY THESE PRESENTS:  
121st & MEMORIAL L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, (HEREINAFTER THE "OWNER"), IS THE OWNER OF THE FOLLOWING-DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

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 GOVERNMENT 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 SE1/4 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 NE1/4 OF SAID SECTION 2; THENCE CONTINUING NORTH 1°00'00" WEST AND ALONG THE WEST LINE OF SAID NE1/4, 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 3°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 92.004 ACRES, MORE OR LESS.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO NINE (9) LOTS IN TWO (2) BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "SCENIC VILLAGE PARK" AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "SCENIC VILLAGE PARK").

### SECTION I. EASEMENTS AND UTILITIES

#### A. UTILITY EASEMENTS.

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTION, 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, PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NONOBSTRUCTING IMPROVEMENTS.

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

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER, SANITARY SEWER MAINS AND STORM SEWER MAINS LOCATED ON THE LOT.  
2. 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 FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER, 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.

3. 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, HIS AGENTS OR CONTRACTORS.

4. 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.

5. 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.

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PUBLIC STREET RIGHT-OF-WAY ALONG EAST 121ST STREET SOUTH. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE 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.

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

DATE OF PREPARATION: FEBRUARY 12, 2013

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 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.

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 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 THE LANDSCAPING AND PAVING OCCASIONED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE 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. RIGHTS OF INGRESS AND EGRESS.

THE OWNER HEREBY RELINQUISHES RIGHTS OF INGRESS AND EGRESS TO AND FROM THE ABOVE-DESCRIBED PROPERTY TO AND FROM EAST 121ST STREET SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "L.N.A." ON THE PLAT, EXCEPT AS MAY HEREINAFTER BE RELEASED, ALTERED OR AMENDED BY THE CITY OF BIXBY, OKLAHOMA OR ITS SUCCESSORS, OR AS IS OTHERWISE PROVIDED BY THE STATUTES OR LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

### SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, SCENIC VILLAGE PARK WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 76) AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS PUD NO. 76 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON DATE, AND APPROVED BY THE BIXBY CITY COUNCIL ON DATE, 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. DEVELOPMENT STANDARDS

##### DEVELOPMENT AREA 'A'

GROSS LAND AREA: 4.037 AC

NET LAND AREA: 2.673 AC

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE CS DISTRICT AND CUSTOMARY ACCESSORY USES.

MAXIMUM FLOOR AREA RATIO: 0.50

MAXIMUM BUILDING HEIGHT: 35 FT.

MAXIMUM STORIES: 2

MINIMUM 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 121ST 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 'B'

GROSS LAND AREA: 12.611 AC

NET LAND AREA: 11.636 AC

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: 91 DUS

MAXIMUM ASSISTED LIVING DWELLING UNITS: 39 DUS

SKILLED NURSING BEDS: 41 BEDS

MAXIMUM FLOOR AREA: 160,000 SF

MAXIMUM STORIES: 2\*

\*ARCHITECTURAL FEATURES MAY EXTEND A MAXIMUM OF 25' ABOVE THE SECOND STORY.

##### 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 A RM-2 DISTRICT.

##### DEVELOPMENT AREA 'C'

GROSS LAND AREA: 16.014 AC

NET LAND AREA: 14.910 AC

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 AC

NET LAND AREA: 18.114 AC

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 AC

NET LAND AREA: 6.001 AC

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 121ST 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 AC

NET LAND AREA: 8.023 AC

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: 6.376 AC

NET LAND AREA: 5.278 AC

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE OM ZONING DISTRICT, AND CUSTOMARY ACCESSORY USE.

MAXIMUM FLOOR AREA RATIO: 0.40

MAXIMUM BUILDING HEIGHT: 40 FT.

##### MINIMUM BUILDING SETBACK:

FROM NON-ARTERIAL STREET RIGHT-OF-WAY: 25 FT.  
FROM RESIDENTIAL DEVELOPMENT AREAS: 10 FT.  
FROM OTHER BOUNDARIES: 10 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 AN OM DISTRICT.

# Scenic Village Park

PART OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN  
AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

**DEED OF DEDICATION CONTINUED**

**DEVELOPMENT AREA 'H'**

GROSS LAND AREA: 20.191 AC

NET LAND AREA: 19.452 AC

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.

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 H**

GROSS LAND AREA: 20.191 AC

NET LAND AREA: 19.452 AC

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.

**B. GENERAL PROVISIONS**

- RESTRICTED USES**  
ALL USES CLASSIFIED AS "SEXUALLY ORIENTED" WITHIN THE CITY OF BIXBY ZONING CODE (SECTION 11-7D-6) ARE HEREBY EXCLUDED FROM ANY DEVELOPMENT AREA WITHIN PUD 76.
- 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.
- 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.
- ACCESS AND CIRCULATION**  
THE PRINCIPAL ACCESS IS TO BE DERIVED FROM EAST 121ST 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.

- 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.
- UTILITIES AND DRAINAGE**  
UTILITIES ARE AT THE SITE OR ACCESSIBLE BY CUSTOMARY EXTENSION. FEE-IN-LIEU OF STORM WATER DETENTION FACILITIES WILL BE PROVIDED.
- 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.
- 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.
- 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.
- 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.

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

**A. ENFORCEMENT.**

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, 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.

**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 IN SECTION II. PLANNED UNIT DEVELOPMENT MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE RESTRICTIONS AND COVENANTS WITHIN SECTION II SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) TO CONFORM TO AMENDMENTS TO BULK AND AREA REQUIREMENTS THAT MAY BE SUBSEQUENTLY APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, PURSUANT TO ITS REVIEW OF A MINOR AMENDMENT PROCESSED IN ACCORDANCE WITH THE PROVISIONS OF THE BIXBY ZONING CODE AND A FILING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE TULSA COUNTY CLERK. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

**D. SEVERABILITY.**

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

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF 2013.

121ST & MEMORIAL, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
RICHARD DODSON, MANAGER

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013, BY RICHARD DODSON, MANAGER OF 121ST & MEMORIAL, L.L.C.

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

**CERTIFICATE OF SURVEY**

I, DAN E. TANNER, 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 "SCENIC VILLAGE PARK", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING.



DAN E. TANNER  
REGISTERED 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

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

F:\2012\212727\DWG\121277.DWG, COVZ, 2/15/2013 10:55:16 AM, J:\MORGAN, H., TANNER CONSULTING, LLC



Scale: 1" = 150'  
Tanner Consulting

B/L = BUILDING LINE  
B/U = BUILDING LINE & UTILITY EASEMENT  
BK PG = BOOK & PAGE  
CB = CHORD BEARING  
CD = CHORD DISTANCE  
DOC = DOCUMENT  
ESMT = EASEMENT  
ODE = OVERLAND DRAINAGE EASEMENT  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
SEP. INSTR. = SEPARATE INSTRUMENT  
U/E = UTILITY EASEMENT

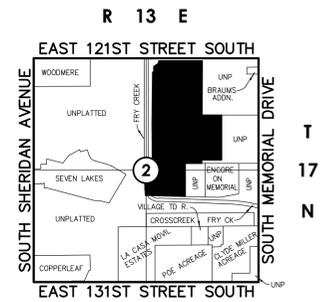
PUD #76

# Scenic Village Park

PART OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN  
AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

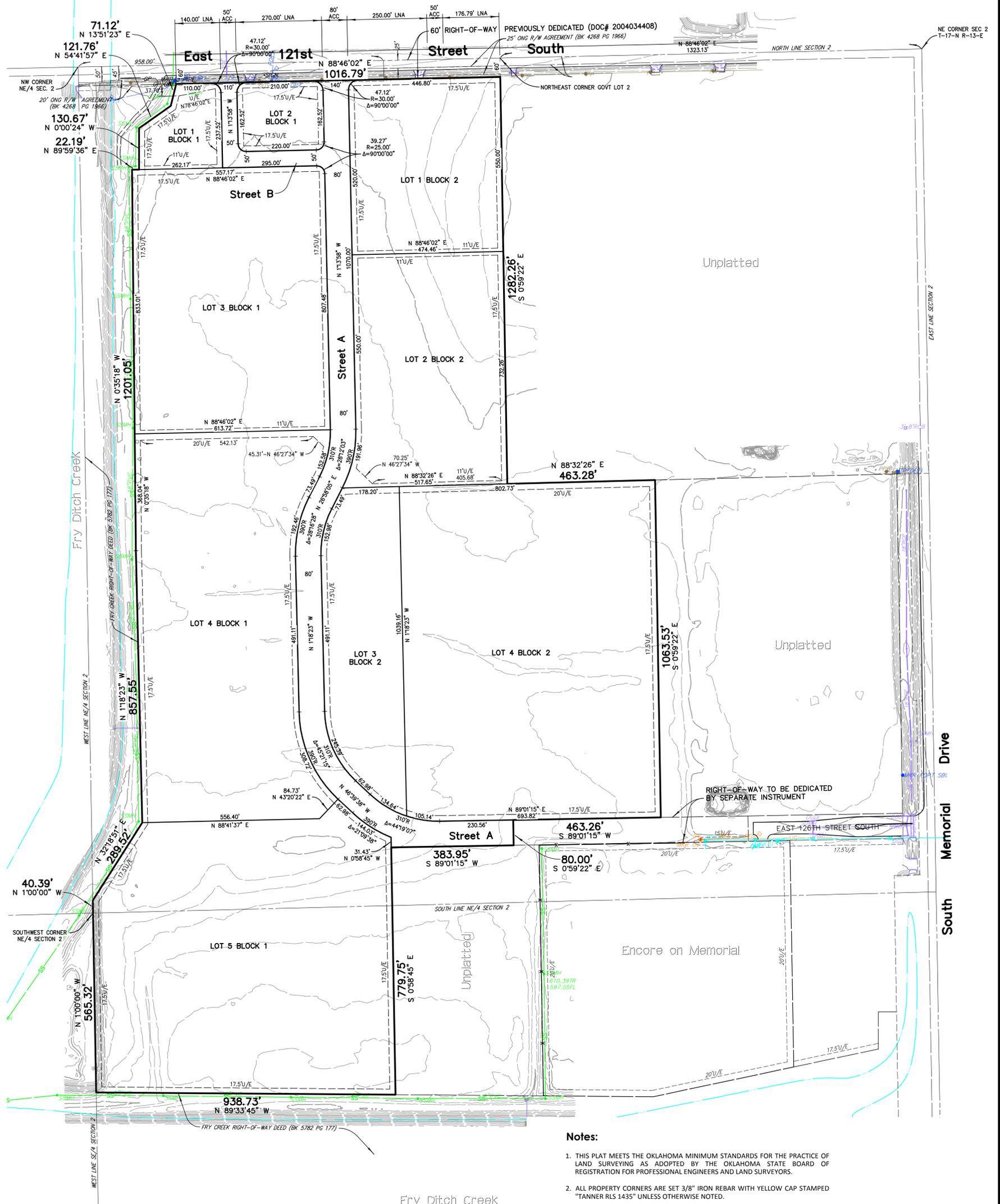
**OWNER:**  
**121st & Memorial, L.L.C.**  
6528 East 101st Street South  
D-1, Suite 409  
Tulsa, Oklahoma 74133  
Phone: (918)638-3003  
Contact: Rick Dodson

**SURVEYOR/ENGINEER:**  
**Tanner Consulting, L.L.C.**  
DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2013  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918)745-9929



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

SUBDIVISION CONTAINS  
NINE (9) LOTS IN TWO (2) BLOCKS  
GROSS SUBDIVISION AREA: 92.004 ACRES



**Notes:**

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83).

DATE OF PREPARATION: FEBRUARY 12, 2013

**Scenic Village Park**  
SHEET 1 OF 3



Scale: 1" = 150'  
Tanner Consulting

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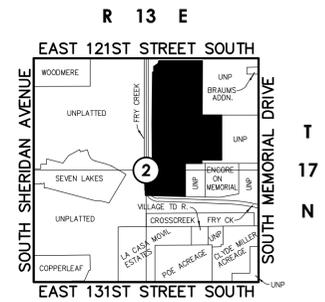
CONCEPTUAL UTILITY PLAN

# Scenic Village Park

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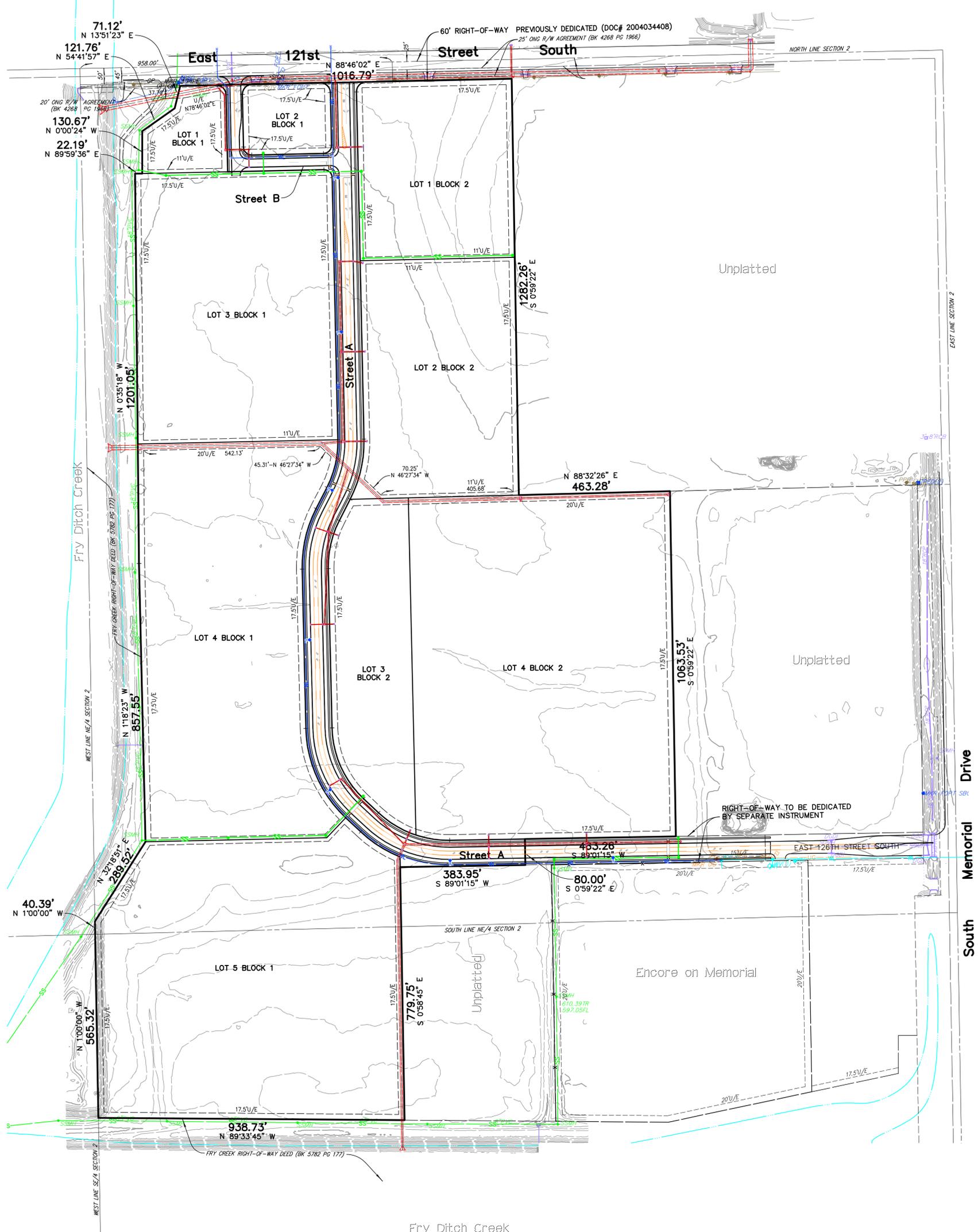
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**Location Map**  
Scale: 1" = 2000'

SUBDIVISION CONTAINS  
NINE (9) LOTS IN TWO (2) BLOCKS  
GROSS SUBDIVISION AREA: 92.004 ACRES





# City of Bixby Application for Plat Approval

Applicant: Tanner Consulting, LLC - Justin Morgan  
Address: 5323 S. Lewis Ave., Tulsa OK 74105  
Telephone: 9187459929 Cell Phone: 9187459969 Email: justin@tannerbaitshop.com

Property Owner: 121st & Memorial, LLC - Rick Dodson  
Property Address: 7300 Block of E. 121st St. S.  
Legal Description: See Attached

Existing Zoning: AG Existing Use: Vacant Use Unit #: \_\_\_\_\_

APPROVAL REQUESTED: (Check all that apply)  
Subject to ZONING Application B2-364

- SKETCH PLAT: A sketch plat application is voluntary. No application review fee is required for a sketch plat.
- PRELIMINARY PLAT: Application review fee is \$100.00.
- FINAL PLAT: Application review fee is based on the number of lots per the Fee Schedule.

PROPOSED SUBDIVISION / PLAT NAME: Scenic Village Park

ENGINEER'S NAME: Justin Morgan ADDRESS: SAME AS APPLICANT  
PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
SURVEYOR'S NAME: Dan Tanner ADDRESS: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Area being platted: 92 acres. Number of lots: 9 Average lot size: \_\_\_\_\_ Average lot width: \_\_\_\_\_  
Is property subject to a PUD? YES PUD # 76 Other Case Number(s): \_\_\_\_\_

Type of Water Supply:  City Main  Rural Water District  Wells  
Type of Sanitation:  City Sewer  Lagoon  Septic System  Other \_\_\_\_\_  
Type of Street surfacing Proposed:  Portland Cement  Asphalt  Other \_\_\_\_\_

Does Record Owner consent to the filing of this application?  YES  NO  
If Applicant is other than Owner, indicate interest: Engineer / Surveyor  
Is subject tract located in the 100 year floodplain?  YES  NO

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

Signature: [Signature] Date: 2/15/13

**\* FOR STAFF USE ONLY \***

Application Received: \_\_\_\_\_ By: \_\_\_\_\_  
Application Fee Amount: \_\_\_\_\_  
Date Fee Paid: \_\_\_\_\_ Rept. #: \_\_\_\_\_  
Planning Commission Approval Date: \_\_\_\_\_  
City Council Approval Date: \_\_\_\_\_  
Date City Signatures Issued: \_\_\_\_\_  
Date Plat Recorded: \_\_\_\_\_ Plat # \_\_\_\_\_

APPROVAL LETTERS:  
Electricity: \_\_\_\_\_  
Natural Gas (ONG): \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cable: \_\_\_\_\_  
Other: \_\_\_\_\_

**Exhibit "H"**  
**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.