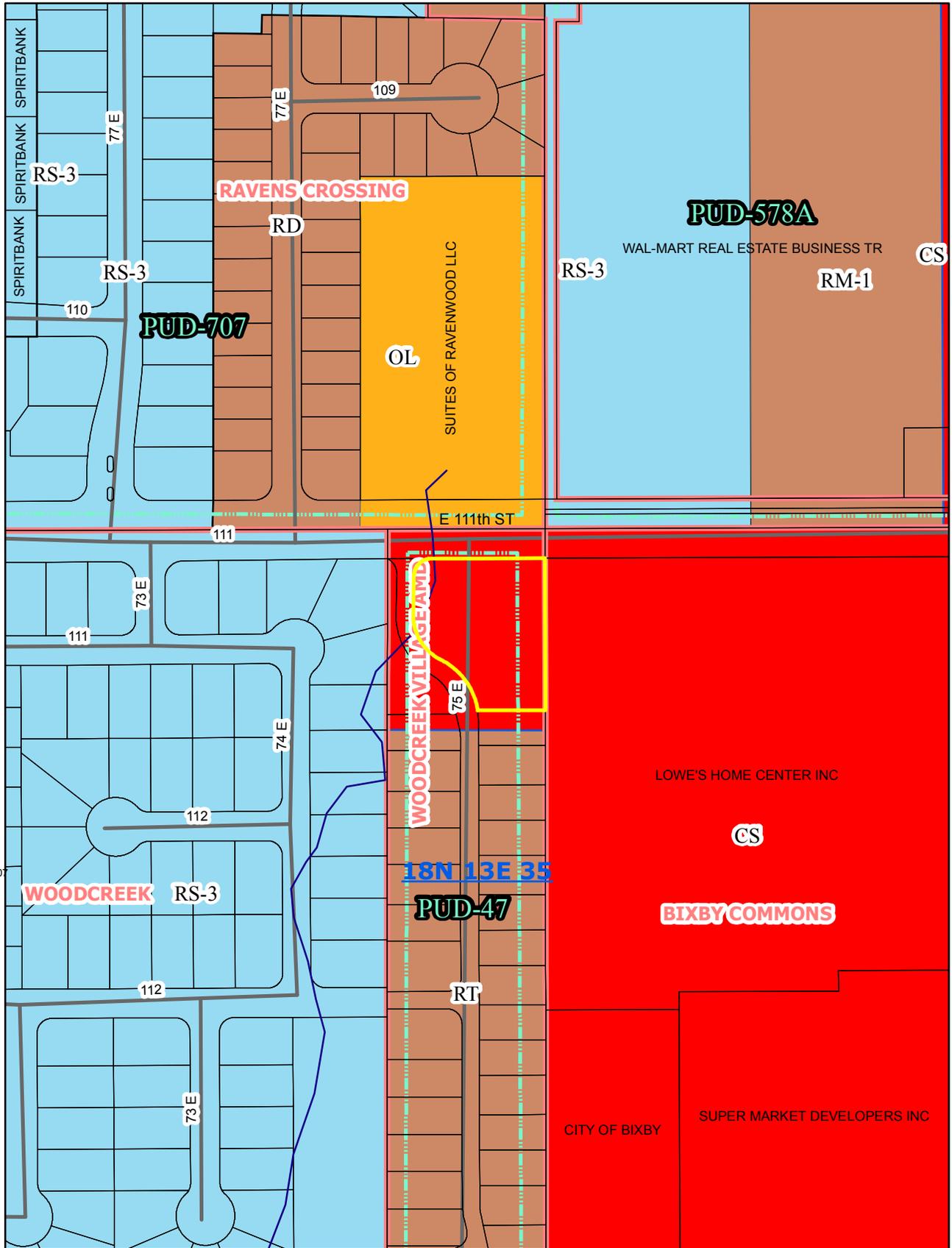


AGENDA
TECHNICAL ADVISORY COMMITTEE
CONFERENCE ROOM
DAWES BUILDING CITY OFFICES
113 WEST DAWES AVE
BIXBY, OK 74008
April 03, 2013 – 10:00 AM

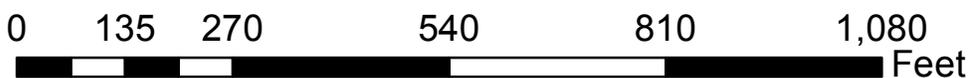
1. Call to Order
2. **PUD 47-C – Woodcreek Office Park – Sack & Associates, Inc.** Discussion and review of a rezoning request for approval of a Major Amendment to part of Planned Unit Development (PUD) # 47 for Lot 1, Block 3, *Woodcreek Village Amended*, with underlying zoning CS Commercial.
Property Located: 7500-block of E. 111th St. S.
3. **Preliminary Plat of “Woodcreek Office Park” – Sack & Associates, Inc. (PUD 47).** Discussion and review of a Preliminary Plat, being a replat of Lot 1, Block 3, *Woodcreek Village Amended*.
Property Located: 7500-block of E. 111th St. S.
4. **PUD 78 – “Willow Creek” – Rosenbaum Consulting, LLC.** Discussion and review of a rezoning request for approval of a Planned Unit Development (PUD) for approximately 104.78 acres consisting of part of the NE/4 of Section 12, T17N, R13E.
Property Located: South and west of the intersection of 131st St. S. and Mingo Rd.
5. **Preliminary Plat – Willow Creek – Rosenbaum Consulting, LLC (PUD 78).** Discussion and review of a Preliminary Plat and certain Modifications/Waivers for “Willow Creek” for 104.78 acres in part of the NE/4 of Section 12, T17N, R13E.
Property Located: South and west of the intersection of 131st St. S. and Mingo Rd.
6. **V-45 – Eller & Detrich, PC for Eagle SPE Multi I, Inc.** Discussion and review of a request to Close a Utility Easement within Lot 6, Block 1, *Bixby Centennial Plaza*.
Property Located: Approximately the 11800-block of S. Memorial Dr.
7. Old Business
8. New Business
9. Adjournment

Posted By: _____ Date: _____ Time: _____

PUD 47-C – Woodcreek Office Park – Sack & Associates, Inc., & Preliminary Plat of Woodcreek Office Park (PUD 47-C)



- WagParcels-Clip 11-07
- Subdivisions
- E911 Streets
- IPUD
- Tulsa Parcels 01/13
- <all other values>
- ZONE_TYPE**
- Agricultural
- Commercial
- Flood
- Industrial
- Office
- Residential SF
- Residential Multi
- Residential Manuf.
- bixby_s-t-r
- bixby_streams



Woodcreek Office Park

City of Bixby, Tulsa County, Oklahoma
Planned Unit Development Number 47-C
March 2013

Prepared For:
81st and Memorial LLC
6528 D-1 East 101st Street, 409
Tulsa, Ok 74133

Prepared By:



SACK AND ASSOCIATES, INC.

3530 East 31st Street South, Suite A, Tulsa, Oklahoma 74135-1519
Ph: 918.592.4111 Fax: 918.592.4229 E-mail: sai@sackandassociates.com
CA Number 1783 (PE/LS) and 1462 (LA)

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Exhibit 'B' Landscape Concept	
Exhibit 'C' Topography and Drainage	
Exhibit 'D' Proposed Utilities	
Exhibit 'E' Circulation Plan	
Exhibit 'F' Area Zoning	
Exhibit 'G' Aerial	
Legal Description	

I. Development Concept

81st & Memorial, LLC are the developers of a 65.0 acre tract of land lying west of the Lowe’s site on the southwest corner of East 111th Street South and South Memorial Drive. The 65.0 acre tract has been platted into two subdivisions, Woodcreek and Woodcreek Village Amended. Both subdivisions were developed with single family residences with the exception of Lot 1, Block 3 Woodcreek Village Amended. This PUD amendment addresses the proposed use of that lot. The underlying zoning of Lot 1, Block 3 is CS and development is proposed as zero lot line with individually owned buildings for Office use. This PUD consists of one Development Area, Development Area ‘A’, as shown on Exhibit ‘A’.

As consistently encouraged by the Bixby Planning Commission and City Council policy, the PUD is submitted to permit development of the area subject to appropriate development standards including setbacks, landscaping, building design limitations and site plan review not typically imposed by re-zoning.

II. PUD Development Standards – Development Area ‘A’

Net Land Area 1.1694 acres
50,937 sq.ft.

Permitted Uses

Any of those uses permitted as a matter of right in the CS Commercial Shopping District, and uses customarily accessory to those permitted uses, and excluding automotive uses, body piercing/tattoo parlors and excluding sexually oriented businesses. Any permitted use must provide required parking spaces based on square footage of the building containing that use.

Maximum Building Floor Area

Office Lots 1, and 5-8 2,800 sq.ft. per Lot
Lots 2-4 1,400 sq.ft. per Lot
not to exceed .50 FAR

Minimum Lot Frontage

All lots along East 111th Street South or South 76th East Avenue (Private) 35 ft.
(Mutual Access Easement)

Maximum Building Height:

Office 40 ft.

Architectural elements and business logos may exceed the maximum building height with detail site plan approval.

Off-Street Parking

As required by City of Bixby Zoning Code (1/300). ‘Cross parking’ shall be permitted across Woodcreek Office Park.

Minimum Building Setbacks:

From the East 111th Street Right-of-Way	35 ft.
From the Internal Rear Lot Lines	11 ft.
From the Internal Side Lot Lines	5 ft.
From South 76th East Avenue (Private Mutual Access Easement)	20 ft.
From an Abutting R District Boundary	11 ft.

Landscaped Area

A minimum of 15% of the street yard shall be improved as landscaped open space in accord with the landscape chapter of the zoning code of the City of Bixby. Landscape Concept is shown on Exhibit ‘B’.

Signage

- A. One center identification ground sign not exceeding 30 feet in height and 200 square feet in display surface area shall be permitted along the East 111th Street frontage.
- B. Wall signs shall not be permitted to exceed 2.0 square feet of display surface area per lineal foot of building wall to which attached. The length of a tenant wall sign shall not exceed seventy-five percent of the frontage of the tenant space.

Lighting

Light standards shall not exceed 25 feet in height or 12 feet within 50 feet of adjacent residential areas. All lighting shall be hooded and directed downward and away from the property lines in common with residential areas.

III. Landscaping and Screening Concept

The landscape and screening concept for “Woodcreek Office Park” features decorative fences at the main point of entry that will be a continuation of the single-family area to the south and are compatible with the City of Bixby design practices.

The existing brick fence at the south boundary will remain. Landscape Concept is shown on Exhibit ‘B’.

IV. Topography, Drainage and Utilities

Topography: The site slopes from east to west at 1 to 2 percent, but will be regraded to allow building areas to be 2 to 4 percent. Elevations range from 658' to 662' msl.

Drainage: The PUD area lies within a single minor drainage basin. Detention requirements have been satisfied by a detention pond lying south and west of Woodcreek Village Amended. Run-off will be collected on-site and piped to an existing storm sewer system, which flows into that detention pond. Topography and drainage are depicted on Exhibit 'C' Topography and Drainage.

Utilities: All utilities are available in the immediate area and will be extended to the site with plans approved by the City of Bixby and private utility companies. Proposed utilities are depicted on Exhibit 'D' Proposed Utilities.

V. Traffic, Transportation and Circulation

"Woodcreek Office Park" will have two points of access. The primary point of entry to the site will access off of East 111th Street. A secondary point of access will be off of South 75th East Avenue. Traffic will flow across the site over a Mutual Access Easement. The Mutual Access Easement will allow each lot to access 111th and South 75th East Avenue. A third entrance will serve a small parking lot in the center of the site.

The paving that lies within the Mutual Access Easement will be designed and constructed to City of Bixby standards and specifications for public paving with the exception of the drives are only 24' wide instead of 26'.

The proposed parking ratio used for this site is 1 parking space per each 300 square feet of building floor area. Since the parking spaces are for the common use of all buildings, the number of spaces has been set by the total proposed square footage of all buildings. Circulation Plan is depicted on Exhibit 'E'.

VI. Soils

Soils are "Okay", Fine Loamy in the B Group. Existing condition SCS G1-Developed Condition 75, detention requirement were satisfied by detention in the Woodcreek Subdivision.

VII. Site Plan Review

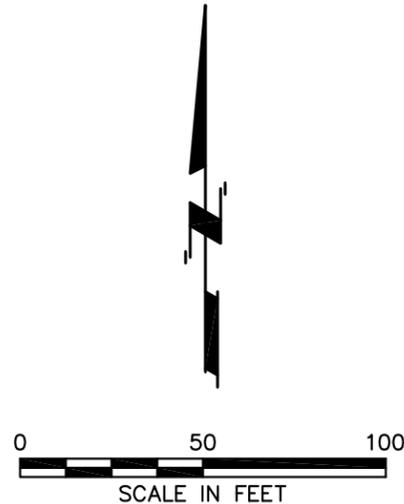
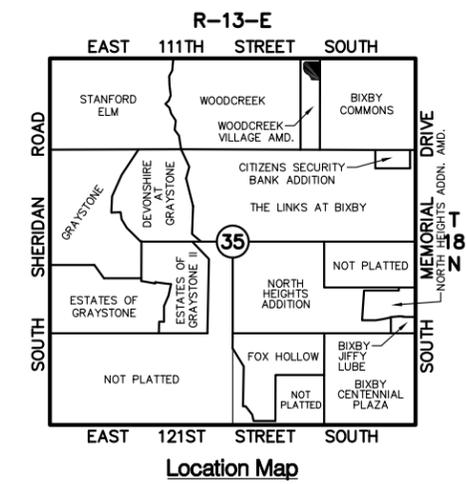
As part of this PUD, a detailed site plan of the entryway (including landscaping) shall be submitted to the Bixby Planning Commission and approved as being in compliance with the development concept and the development standards. The commercial tract will also be required to submit a detailed site plan before a building permit will be issued.

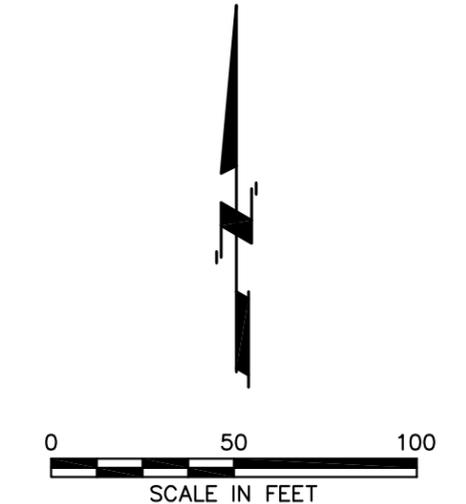
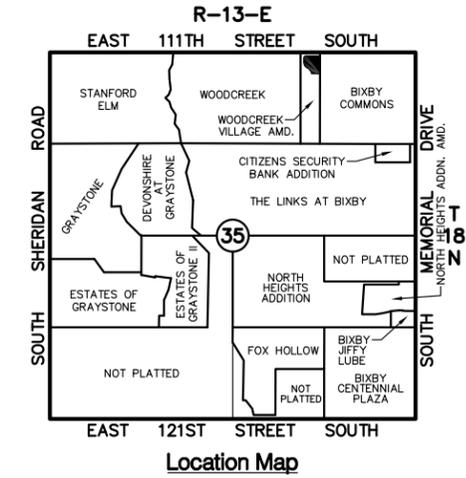
VIII. Platting Requirement

As part of this PUD, no building permit shall be issued until the PUD site 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 PUD and the City of Bixby shall be a beneficiary thereof.

IX. Expected Schedule of Development

Initial development within Woodcreek Office Park is expected to begin Summer of 2013, after final approval of Planned Unit Development and platting of the property.

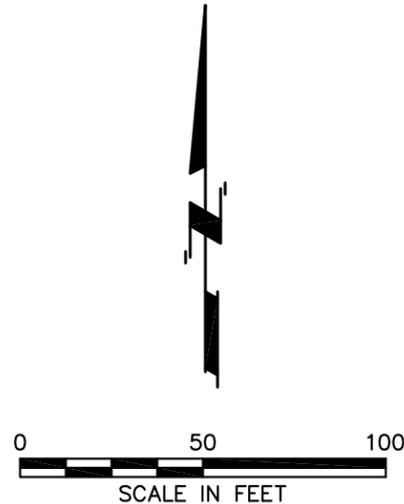
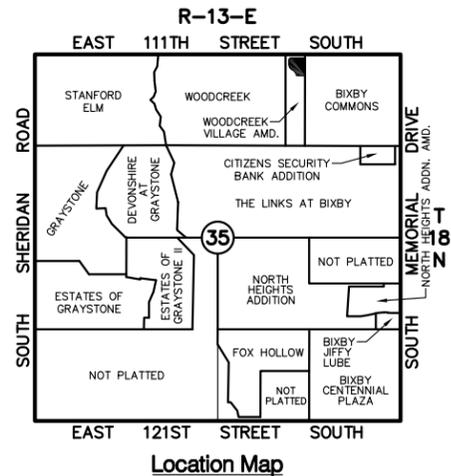
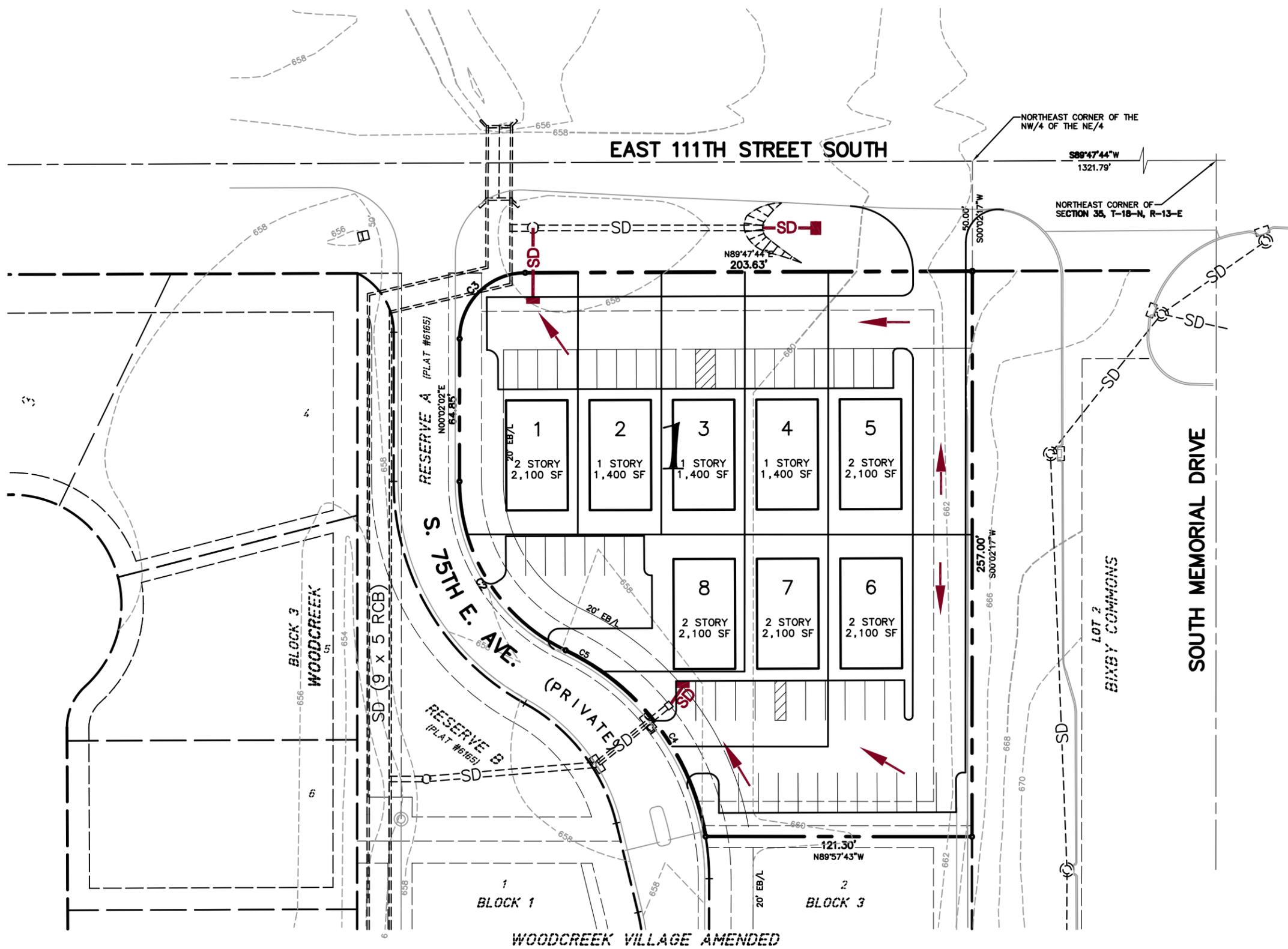




- Required Landscape Summary**
- EAST 111TH STREET SOUTH 10' LANDSCAPE STRIP
 - SOUTH 75TH EAST AVENUE 7.5' LANDSCAPE STRIP
 - STREET YARD
15% LANDSCAPE AREA
 - PARKING AREA
1 TREE PER 10 PARKING SPACES

Woodcreek Office Park

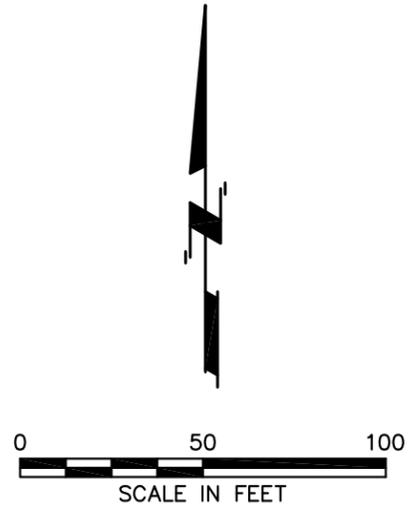
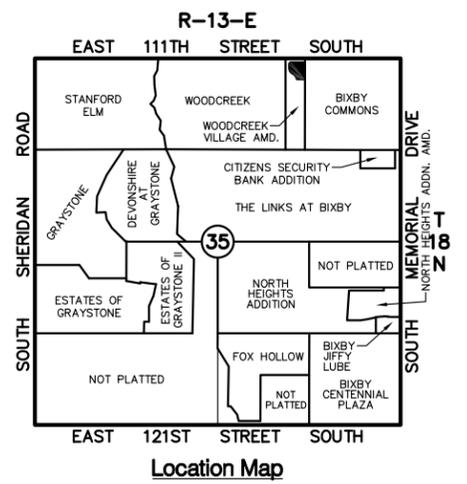
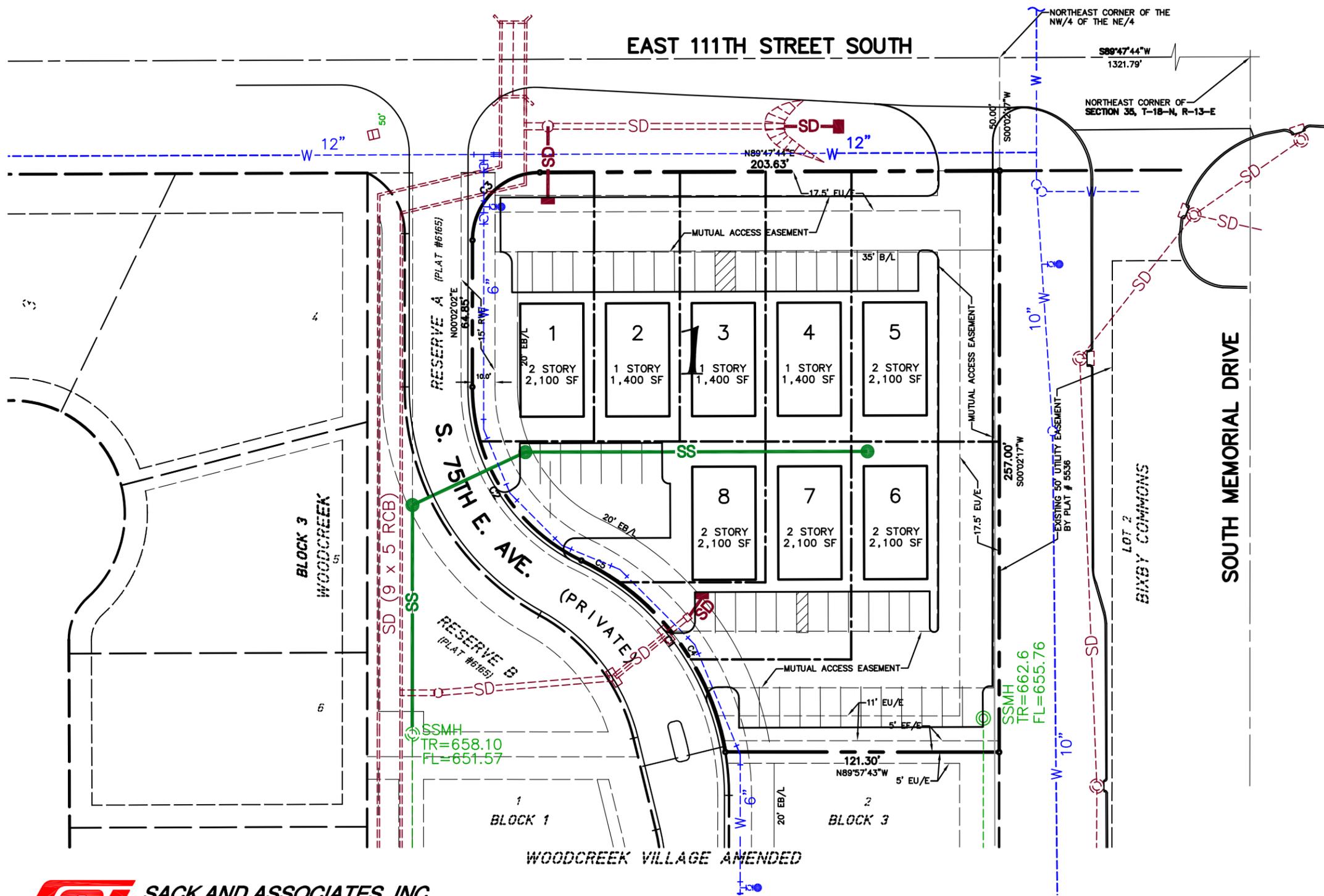
Landscape Concept
EXHIBIT 'B'
 Planned Unit Development Number 47-C



- Legend**
- DRAINAGE FLOW
 - EXISTING STORM SEWER
 - PROPOSED STORM SEWER

Woodcreek Office Park

Topography & Drainage
EXHIBIT 'C'
Planned Unit Development Number 47-C

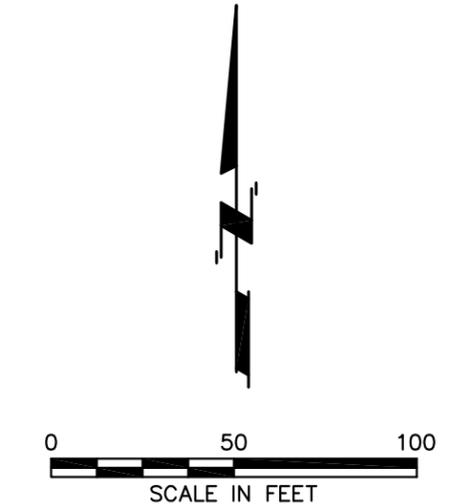
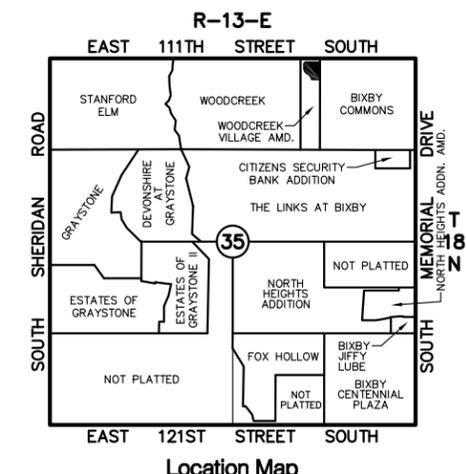
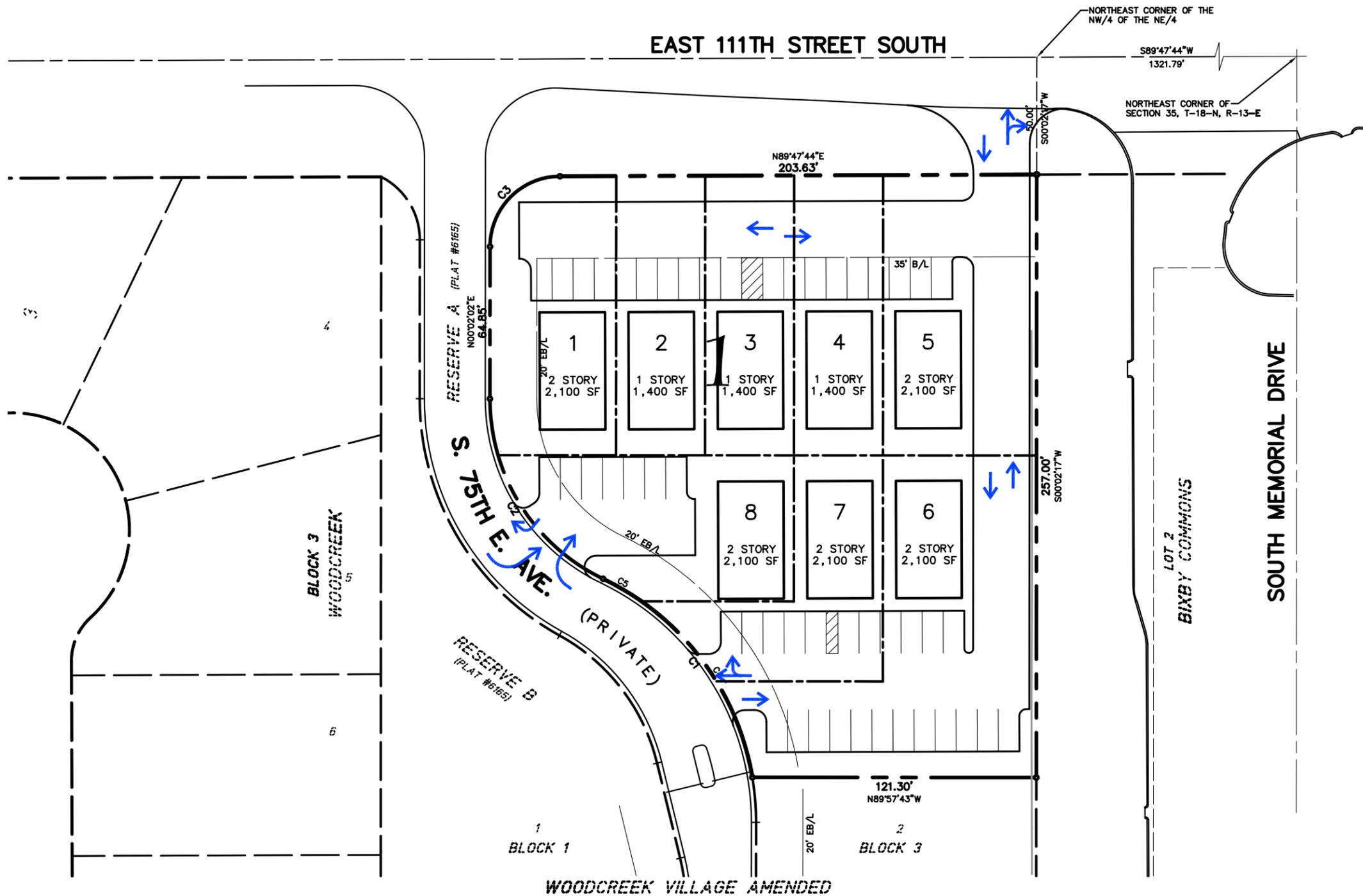


- Legend**
- SS— PROPOSED SANITARY SEWER
 - SD- PROPOSED STORM SEWER
 - W- EXISTING WATERLINE
 - SS- EXISTING SANITARY SEWER
 - SD- EXISTING STORM SEWER
 - H FIRE HYDRANT
 - SANITARY SEWER MANHOLE
 - STORM SEWER INLET

Woodcreek Office Park

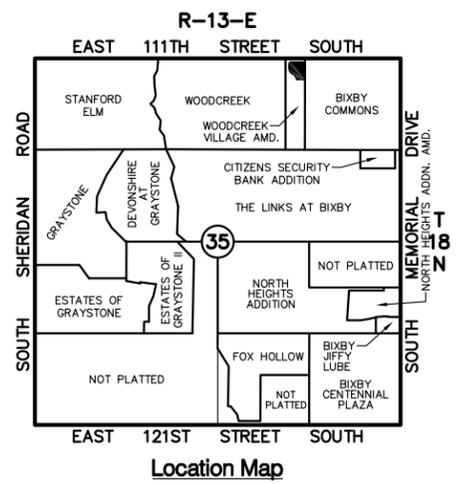
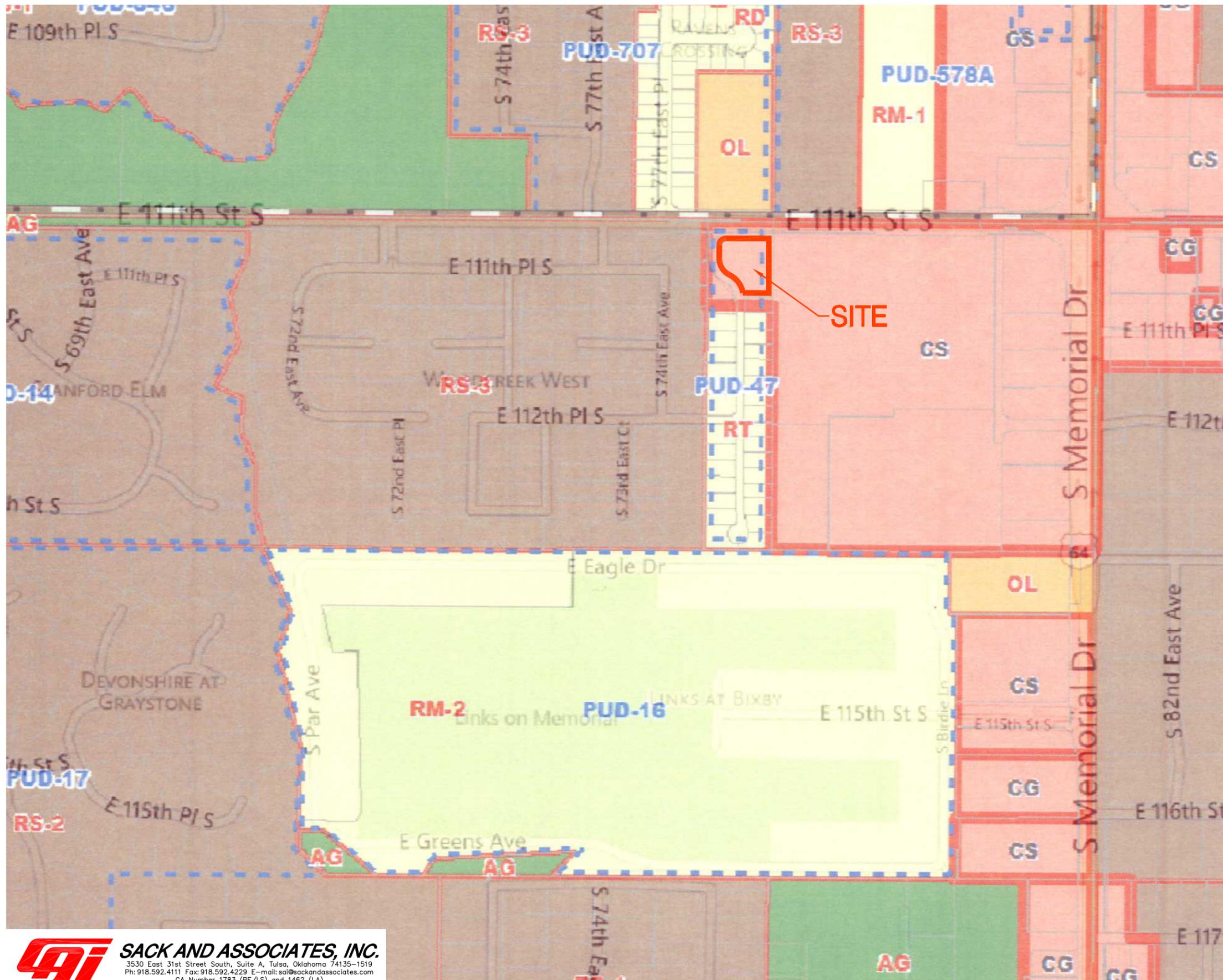
Proposed Utilities EXHIBIT 'D'

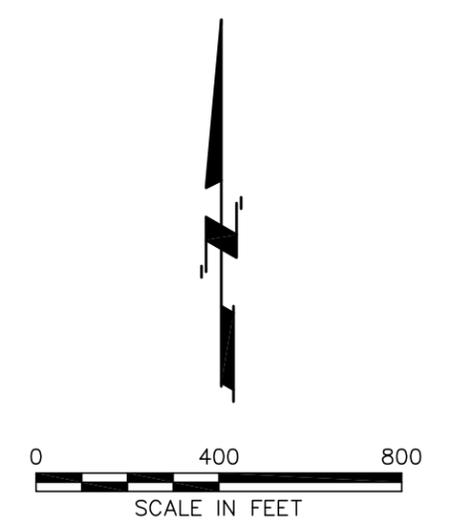
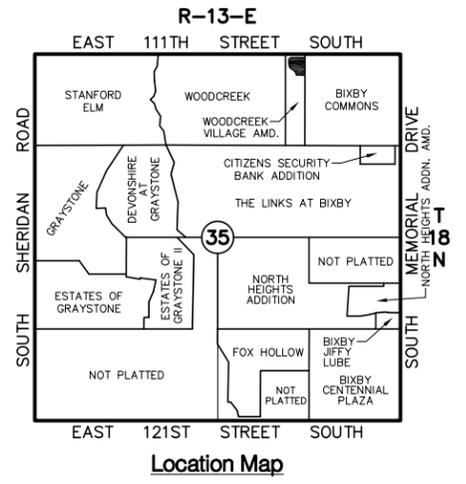
Planned Unit Development Number 47-C



Woodcreek Office Park

Circulation Plan
EXHIBIT 'E'
 Planned Unit Development Number 47-B





Woodcreek Office Park

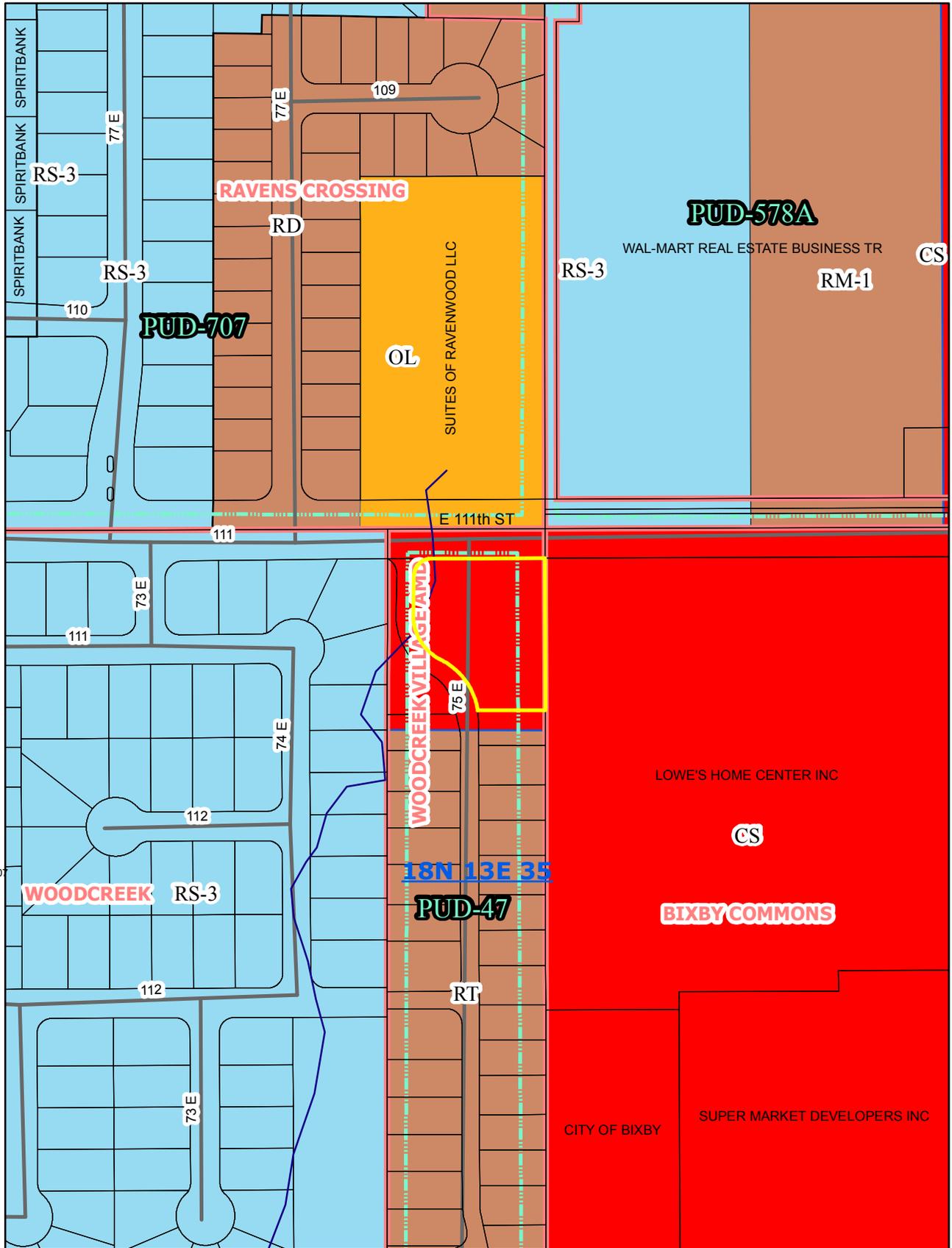
Aerial Photo EXHIBIT 'G'

Planned Unit Development Number 47-C

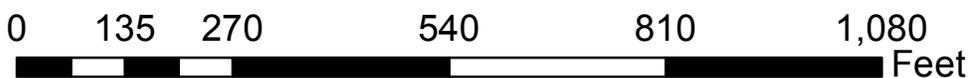
**WOODCREEK OFFICE PARK PUD 47-C
LEGAL DESCRIPTION**

ALL OF LOT 1 IN BLOCK 3 OF "WOODCREEK VILLAGE AMENDED", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6185.

PUD 47-C – Woodcreek Office Park – Sack & Associates, Inc., & Preliminary Plat of Woodcreek Office Park (PUD 47-C)



- WagParcels-Clip 11-07
- Subdivisions
- E911 Streets
- IPUD
- Tulsa Parcels 01/13
- <all other values>
- ZONE_TYPE**
- Agricultural
- Commercial
- Flood
- Industrial
- Office
- Residential SF
- Residential Multi
- Residential Manuf.
- bixby_s-t-r
- bixby_streams



TREASURER'S STAMP
DO NOT USE THIS SPACE

PLAT No. _____

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

ON _____

BY _____
MAYOR - VICE MAYOR

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

BY _____
CITY MANAGER - CITY CLERK

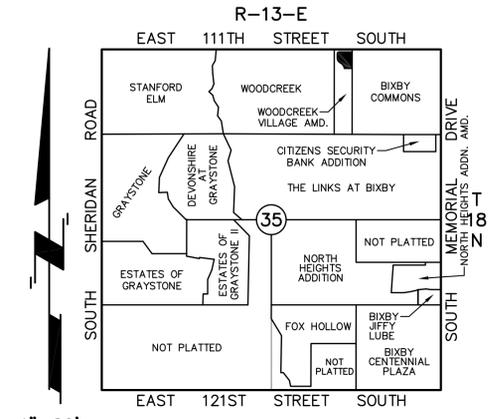
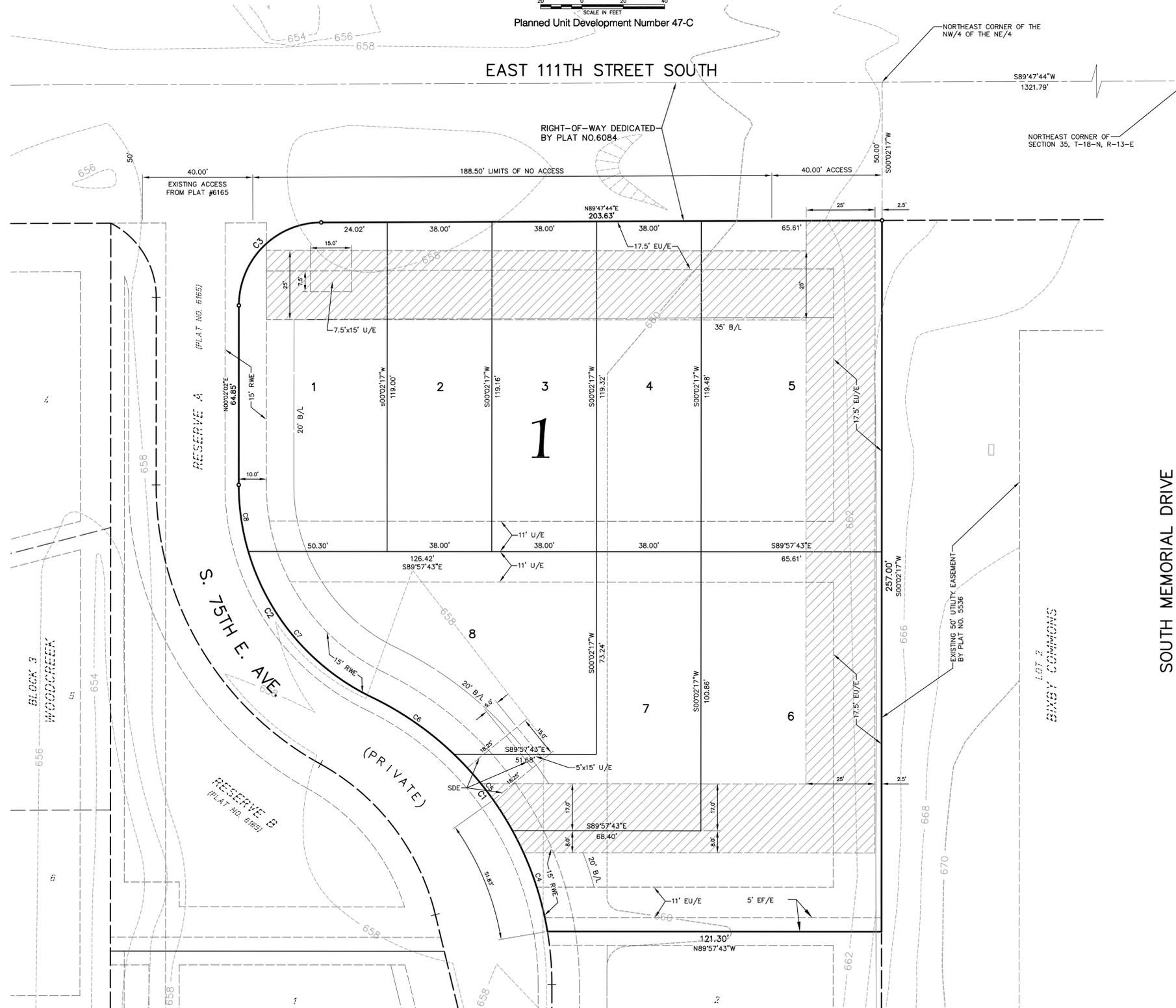
COUNTY CLERK STAMP
DO NOT USE THIS SPACE

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	110.13'	115.00'	54°52'11"	N37°00'01"W	105.97'
C2	95.65'	85.00'	64°28'23"	S32°11'55"E	90.68'
C3	47.00'	30.00'	89°45'27"	S44°55'00"W	42.34'
C4	38.72'	115.00'	19°17'26"	N19°12'38"W	38.54'
C5	35.00'	115.00'	17°26'16"	N37°34'29"W	34.87'
C6	36.41'	115.00'	18°08'29"	N55°21'52"W	36.26'
C7	71.26'	85.00'	48°02'11"	S40°25'01"E	69.19'
C8	24.38'	85.00'	16°26'12"	S08°10'49"E	24.30'

'PRELIMINARY PLAT' Woodcreek Office Park

A RE-SUBDIVISION OF
LOT 1 IN BLOCK 3 OF WOODCREEK VILLAGE AMENDED
IN PART OF THE
N/2 OF THE N/2 OF SECTION 35, T-18-N, R-13-E
CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

Planned Unit Development Number 47-C



Location Map
SCALE: 4"=1 MILE

Owner / Developer
81ST & MEMORIAL LLC
ATTN: RICK DODSON
6528 D-1 E. 101ST STREET SOUTH
SUITE 409
TULSA, OKLAHOMA 74133
PHONE: (918) 298-0022

Engineer / Surveyor
SACK AND ASSOCIATES, INC.
3530 EAST 31ST STREET SOUTH, SUITE A
TULSA, OKLAHOMA 74135-1519
PHONE: (918) 592-4111
E-MAIL: SA@SACKANDASSOCIATES.COM
C.A. No. 1783

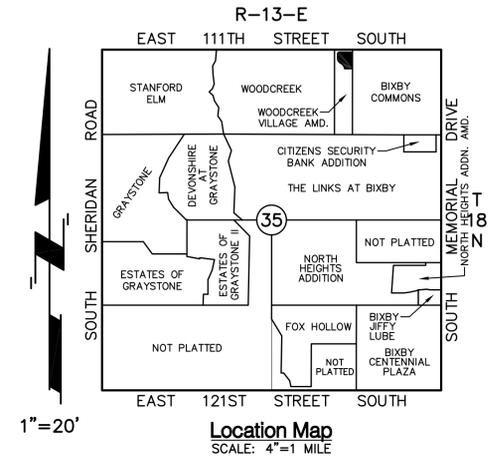
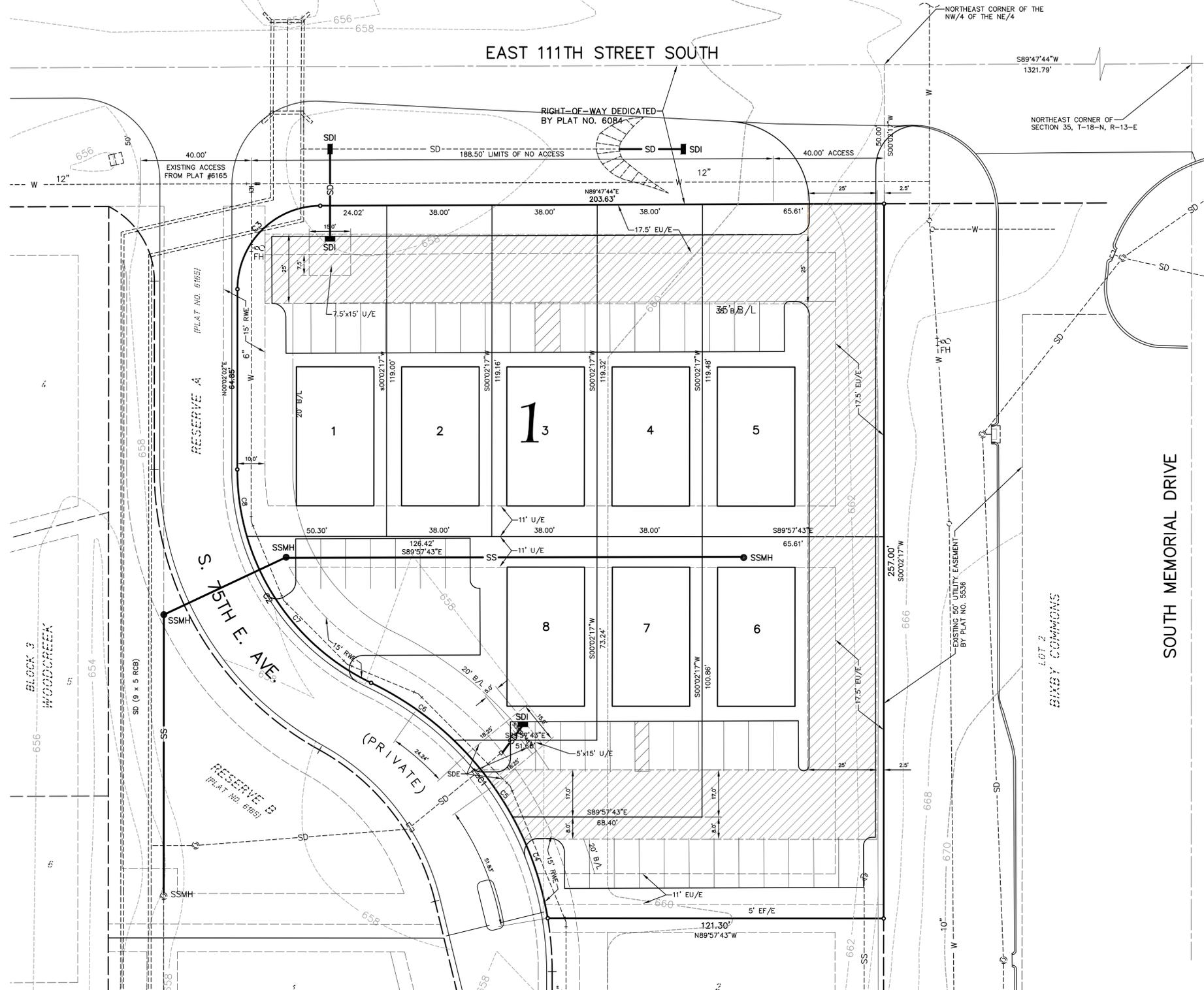
Basis of Bearings
THE BEARINGS SHOWN HEREON ARE BASED ON THE
PLAT OF 'WOODCREEK VILLAGE AMENDED', PLAT
NUMBER 6165

Monumentation
ALL CORNERS TO BE SET USING A 3/8" x 18" IRON
PIN WITH A YELLOW CAP STAMPED "SACK LS 1139"
AFTER INSTALLATION OF UTILITIES AND COMPLETION
OF STREET IMPROVEMENTS.

Subdivision Statistics
SUBDIVISION CONTAINS 8 LOTS IN 1 BLOCK
BLOCK 1 CONTAINS 1.1694 ACRES (50,937 SQ. FT.)
LOT 1 CONTAINS 0.1421 ACRES (6,188 SQ. FT.)
LOT 2 CONTAINS 0.1039 ACRES (4,525 SQ. FT.)
LOT 3 CONTAINS 0.1040 ACRES (4,531 SQ. FT.)
LOT 4 CONTAINS 0.1042 ACRES (4,537 SQ. FT.)
LOT 5 CONTAINS 0.1802 ACRES (7,848 SQ. FT.)
LOT 6 CONTAINS 0.2576 ACRES (11,219 SQ. FT.)
LOT 7 CONTAINS 0.1133 ACRES (4,935 SQ. FT.)
LOT 8 CONTAINS 0.1642 ACRES (7,153 SQ. FT.)

Legend
B/L = BUILDING LINE DEDICATED BY THIS PLAT
EB/L = EXISTING BUILDING LINE BY PLAT #6165
EF/E = EXISTING FENCE EASEMENT BY PLAT #6165
EU/E = EXISTING UTILITY EASEMENT BY PLAT #6165
RWE = EXISTING RESTRICTED WATERLINE EASEMENT
BY PLAT #6165
SDE = EXISTING STORM SEWER EASEMENT BY PLAT #6165
U/E = UTILITY EASEMENT DEDICATED BY THIS PLAT
[223] = STREET ADDRESS
[Hatched] = MUTUAL ACCESS EASEMENT DEDICATED
BY THIS PLAT

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



Owner / Developer
 81ST & MEMORIAL LLC
 ATTN: RICK DODSON
 6528 D-1 E. 101ST STREET SOUTH
 SUITE 409
 TULSA, OKLAHOMA 74133
 PHONE: (918) 298-0022

- Existing Utilities Legend**
- SD--- EXISTING STORM SEWER
 - SS--- EXISTING SANITARY SEWER
 - W--- EXISTING WATERLINE
 - ⊕ FH EXISTING FIRE HYDRANT
 - ⊙ SSMH EXISTING SANITARY SEWER MANHOLE
 - ⊙ SDMH EXISTING STORM SEWER MANHOLE

- Proposed Utilities Legend**
- SD— PROPOSED STORM SEWER
 - SS— PROPOSED SANITARY SEWER
 - ⊙ SSMH PROPOSED SANITARY SEWER MANHOLE
 - SDI PROPOSED STORM SEWER INLET

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
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C6	36.41'	115.00'	18°08'29"	N55°21'52"W	36.26'
C7	71.26'	85.00'	48°02'11"	S40°25'01"E	69.19'
C8	24.36'	85.00'	16°26'12"	S08°10'49"E	24.30'

CONCEPTUAL IMPROVEMENTS PLAN
 FOR
'WOODCREEK OFFICE PARK'
 CITY OF BIXBY, TULSA COUNTY, OKLAHOMA



SACK AND ASSOCIATES, INC.
 • ENGINEERING • SURVEYING • PLANNING •
 3530 East 31st Street South, Suite A, Tulsa, Oklahoma 74135-1519
 Ph: 918.592.4111 Fax: 918.592.4229 E-mail: sai@sackandassociates.com
 CA Number 1753 (PE/LS) and 1462 (LA)

SURVEY	BOOKS	SCALE	1"=20'	DATE	3/2013
DRAWN	LWR	CHECKED	MBC	ORDER	G020A
PROJECT NAME	WOODCREEK OFFICE PARK-A		FILE	1813.35	
PLOTTED	MARCH 14, 2013 AT 7:24 AM		DRAWING NAME	CIP01B	
XREFS	COPYRITE S-2436C T-SAI1		DRAWER	SHEET 1 OF 1	

**“WOODCREEK OFFICE PARK”
DEED OF DEDICATION AND RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

THAT 81ST AND MEMORIAL LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS “OWNER”, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

ALL OF LOT 1 IN BLOCK 3 OF “WOODCREEK VILLAGE AMENDED”, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6165.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO EIGHT LOTS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS “WOODCREEK OFFICE PARK”, A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED 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, MANHOLES 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 STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING 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 AREAS DEPICTED ON THE PLAT. THE OWNER 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 ACCOMPANY PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR

MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS 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 GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES 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 THE OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.
2. WITHIN UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BIXBY, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, 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, OR THE OWNER'S AGENTS AND/OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE 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, SANITARY SEWER, OR STORM SEWER FACILITIES.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER

CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE

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

F. LIMITS OF NO ACCESS

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

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

H. MUTUAL ACCESS EASEMENT

MUTUAL ACCESS EASEMENTS, DEPICTED AS "MAE" OR "MUTUAL ACCESS EASEMENT" ON THE ACCOMPANYING PLAT, ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND

BENEFIT OF EACH AFFECTED LOT OWNER, THEIR GUESTS, AND INVITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "WOODCREEK OFFICE PARK" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 47, 47A AND 47B) AND PUD 47 WAS APPROVED BY THE BIXBY PLANNING COMMISSION ON NOVEMBER 21, 2005 AND APPROVED BY THE BIXBY CITY COUNCIL ON DECEMBER 12, 2005 AND PUD 47A WAS APPROVED BY THE BIXBY PLANNING COMMISSION ON MAY 21, 2007 AND APPROVED BY THE BIXBY CITY COUNCIL ON MAY 29, 2007, AND PUD 47B WAS APPROVED BY THE BIXBY PLANNING COMMISSION ON _____, 20__ AND APPROVED BY THE BIXBY CITY COUNCIL ON _____, 20__.

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

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

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

A. GENERAL STANDARDS

THE DEVELOPMENT OF "WOODCREEK OFFICE PARK" SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE, AS SUCH PROVISIONS EXISTED _____, 20__, OR AS MAY BE SUBSEQUENTLY AMENDED.

B. DEVELOPMENT STANDARDS

1. NET LAND AREA 1.1694 ACRES
50,937 SF

2. PERMITTED USES

ANY OF THOSE USES PERMITTED AS A MATTER OF RIGHT IN THE CS COMMERCIAL SHOPPING DISTRICT, AND USES CUSTOMARILY ACCESSORY TO THOSE PERMITTED USES, AND EXCLUDING AUTOMOTIVE USES, BODY PIERCING/TATTOO PARLORS AND EXCLUDING SEXUALLY ORIENTED BUSINESSES. ANY PERMITTED USE MUST PROVIDE REQUIRED PARKING

SPACES BASED ON SQUARE FOOTAGE OF THE BUILDING CONTAINING THAT USE.

3. MAXIMUM BUILDING FLOOR AREA

OFFICE	LOTS 1, AND 5-8	2,800 SF PER LOT
	LOTS 2-4	1,400 SF PER LOT
		NOT TO EXCEED .50 FAR

4. MINIMUM LOT FRONTAGE

ALL LOTS ALONG EAST 111TH STREET SOUTH
OR SOUTH 75th EAST AVENUE (PRIVATE)
(MUTUAL ACCESS EASEMENT) 35 FT

5. MAXIMUM BUILDING HEIGHT

OFFICE 40 FT

ARCHITECTURAL ELEMENTS AND BUSINESS LOGOS MAY EXCEED THE
MAXIMUM BUILDING HEIGHT WITH DETAIL SITE PLAN APPROVAL.

6. OFF-STREET PARKING

AS REQUIRED BY CITY OF BIXBY ZONING CODE (1/300). 'CROSS
PARKING' SHALL BE PERMITTED ACROSS THE "WOODCREEK OFFICE
PARK".

7. MINIMUM BUILDING SETBACKS

FROM THE EAST 111TH STREET RIGHT-OF-WAY	35 FT
FROM THE INTERNAL REAR LOT LINES	11 FT
FROM THE INTERNAL SIDE LOT LINES	5 FT
FROM SOUTH 75th EAST AVENUE (PRIVATE MUTUAL ACCESS EASEMENT)	20 FT
FROM THE SOUTH LOT LINE OF LOT 8	11 FT
FROM AN ABUTTING R DISTRICT BOUNDARY	11 FT

8. LANDSCAPED AREA

A MINIMUM OF 15% OF THE STREET YARD SHALL BE IMPROVED AS
LANDSCAPED OPEN SPACE IN ACCORD WITH THE LANDSCAPE CHAPTER
OF THE ZONING CODE OF THE CITY OF BIXBY.

9. SIGNAGE

A. ONE CENTER IDENTIFICATION GROUND SIGN NOT EXCEEDING 30
FEET IN HEIGHT AND 200 SQUARE FEET IN DISPLAY SURFACE
AREA SHALL BE PERMITTED ALONG THE EAST 111TH STREET
FRONTAGE.

B. WALL SIGNS SHALL NOT BE PERMITTED TO EXCEED 2.0 SQUARE
FEET OF DISPLAY SURFACE AREA PER LINEAL FOOT OF

BUILDING WALL TO WHICH ATTACHED. THE LENGTH OF A TENANT WALL SIGN SHALL NOT EXCEED SEVENTY-FIVE PERCENT OF THE FRONTAGE OF THE TENANT SPACE.

9. LIGHTING

LIGHT STANDARDS SHALL NOT EXCEED 25 FEET IN HEIGHT OR 12 FEET WITHIN 50 FEET OF ADJACENT RESIDENTIAL AREAS. ALL LIGHTING SHALL BE HOODED AND DIRECTED DOWNWARD AND AWAY FROM THE PROPERTY LINES IN COMMON WITH RESIDENTIAL AREAS.

10. CROSS PARKING

THE OWNER HEREBY DEDICATES, GRANTS AND ESTABLISHES FOR THE BENEFIT OF THE WOODCREEK OFFICE PARK PORTION OF THE PROPERTIES AND FOR THE BENEFIT OF THE ENTIRE PROPERTIES AND THE OWNERS OF ANY LOT THEREOF, THEIR EMPLOYEES, AGENTS, GUESTS, INVITEES, MORTGAGEES, TENANTS, LESSEES, SUBTENANTS, LICENSEES, HEIRS, SUCCESSORS AND ASSIGNS A NON-EXCLUSIVE EASEMENT FOR PARKING OF VEHICLES OVER, ON AND ACROSS THE AREA WITHIN THE PROPERTIES CONSTITUTING PARKING AREAS.

SECTION III. OWNERS ASSOCIATION

A. FORMATION OF OWNERS ASSOCIATION

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

B. MANDATORY MEMBERSHIP

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

C. ASSESSMENT

EACH RECORD OWNER OF A LOT WITHIN "WOODCREEK OFFICE PARK" SHALL BE SUBJECT TO ASSESSMENT BY THE OWNERS ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORMWATER DETENTION FACILITIES AND OTHER COMMON AREAS OF THE SUBDIVISION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

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

B. DURATION

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 201_, BY RICHARD L. DODSON, AS MANAGER OF 81ST AND MEMORIAL LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, THEODORE A. SACK, OF SACK AND ASSOCIATES, INC., 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 "WOODCREEK OFFICE 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 STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS _____ DAY OF _____, 201_.

THEODORE A. SACK
REGISTERED PROFESSIONAL LAND
SURVEYOR, OKLAHOMA NO. 1139

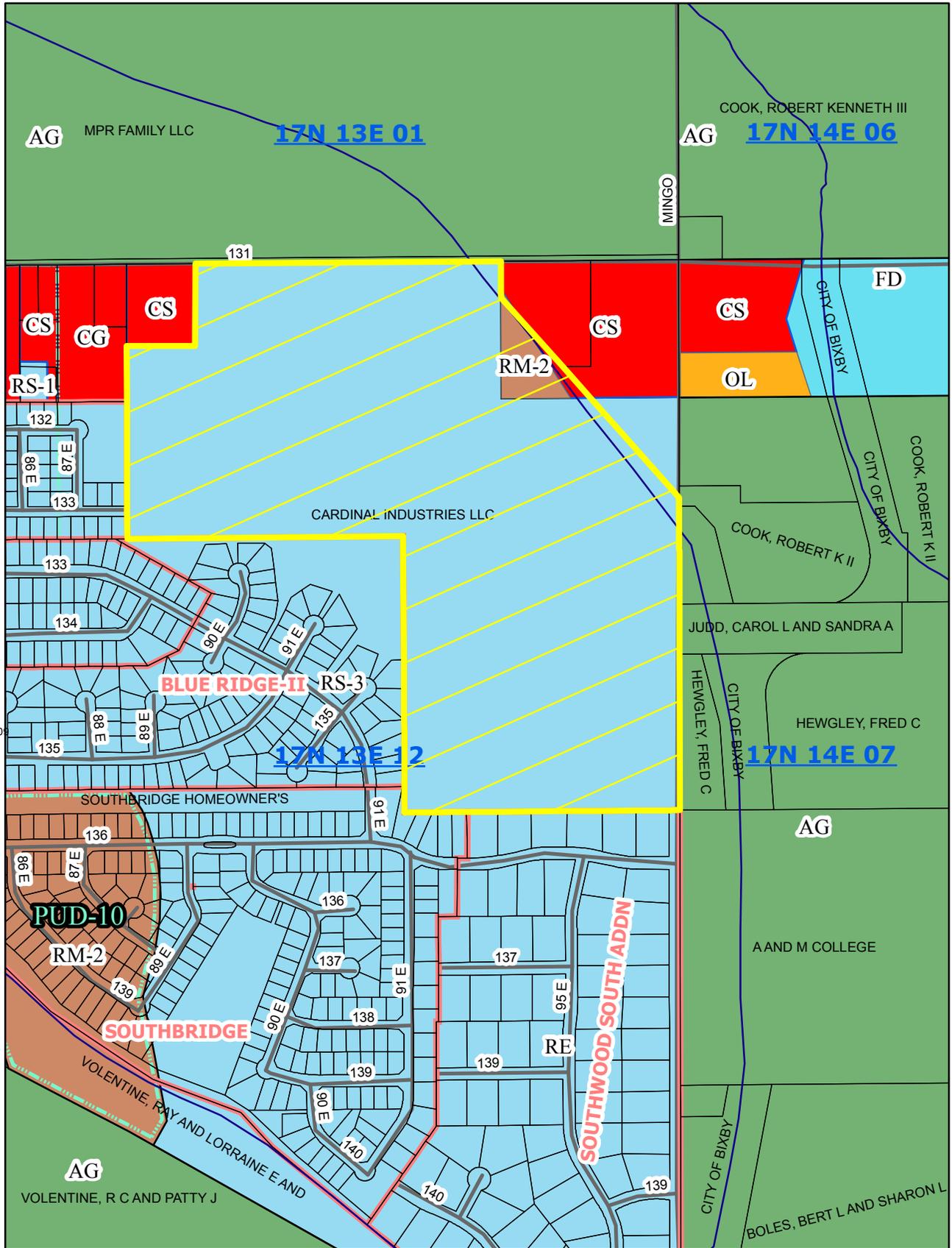
STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 201_, BY THEODORE A. SACK.

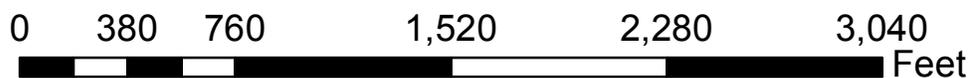
MY COMMISSION EXPIRES

NOTARY PUBLIC

PUD 78 – “Willow Creek” – Rosenbaum Consulting, LLC, & Preliminary Plat of Willow Creek (PUD 78)



- Tulsa Parcels 01/13
 - Subdivisions
 - E911 Streets
 - PUD
 - Wag. Co. PUD
 - WagParcels-Clip 01-01
 - <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
 - bixby_streams



Willow Creek

A residential development in the City of Bixby
Tulsa County, Oklahoma.

Planned Unit Development

Location:

Willow Creek located south of 131st street south and west of Mingo Road in Bixby, Oklahoma

Land Area:

Total land area 104.78 acres

Date Prepared:

March 15, 2013

Owner:

Willow Creek Development, L.L.C.

12150 East 96th Street North Suite 200
Bixby, Oklahoma 74055

Prepared By:

Rosenbaum Consulting, LLC

2608 West Kenosha #304
Broken Arrow OK, 74012
918.798.0210

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Project Description:

Willow Creek is a residential subdivision in Bixby with the full development of streets, sanitary sewer, water lines and storm sewers. The project is located approximately ½ mile south of South 131st Street east and on the west side of Mingo Road in Bixby, Oklahoma.

Due to market conditions the Willow Creek is primarily based on a smaller lot size and excellent location to drive the residential market to this area of Bixby. With great access and a consistent market of residential home construction in this range PUD# will greatly improve the Willow Creek success for the City of Bixby's continued growth.

Willow Creek currently is located partly within FEMA flood plains. A previously approved CLOMR-f is still in existence and will be adhered to with the new development scheme. The previous preliminary plat for Willow Creek shows a proposed street network that will also be maintained with the new Willow Creek development. Civil construction plans for the previous Willow Creek development included wet detention facilities to be constructed. Willow Creek as proposed will include dry ponds for all detention and retention facilities.

This Planned Unit Development (PUD#) is an overlay covering the RS-3 zoning district and will generally follow RS-3 dimensional and density standards with certain notable exceptions. The purpose of this PUD# is to modify the dimensional and development standards allowing the site to be developed into 60' minimum lot widths.

Public utility systems will be installed with this project development along with public streets throughout.

Development Standards

This PUD # shall be developed in accordance with the Bixby Zoning Ordinance and the use and development regulations of the RS-3 district except as described below.

Use Regulations:

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

One (1) Use unit 5 "Neighborhood swimming pool and/or clubhouse" is allowed on a lot or lots as determined by the developer/owner of Willow Creek. The facility shall be subject to a site plan and, upon completion of construction pursuant to an approved Building Permit, the approval of use of the singular facility shall attach only to the lot or lots on which the Building Permit was issued.

Dimensional Standards:

Lot Width:

The minimum lot width proposed in the Willow Creek will be 60'.

The minimum home square footage shall be 1,500 square foot.

Home exterior shall be 50% masonry up to the first floor plate line.

All other dimensional standards will be as per RS-3 zoning guidelines.

Soil Characteristics:

An exhibit is attached showing the soil characteristics at Southridge at Lantern Hill. These soils are sufficient for construction types as proposed within this development.

General Provisions

Utilities:

Storm sewer, water, and sanitary sewer service already exist at the site and will be extended to all phases of the development. Franchise utilities will also serve the project with communications, gas and electric service as necessary. Coordination of any proposed modifications to the private franchise utilities will be done during the platting phase of the project.

Platting:

Prior to issuance of a certificate of occupancy a restrictive covenants, enforceable by the City of Bixby, setting forth the design standards of this approved Planned Unit Development (PUD #) shall be filed of record in the Office of the County Clerk. The required covenants may be filed in conjunction with a re-plat of the property or as a separate instrument.

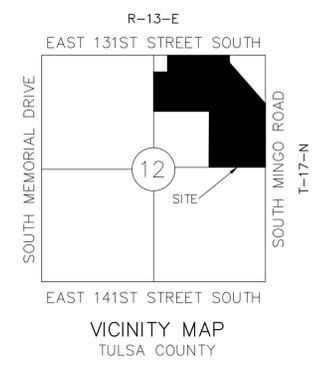
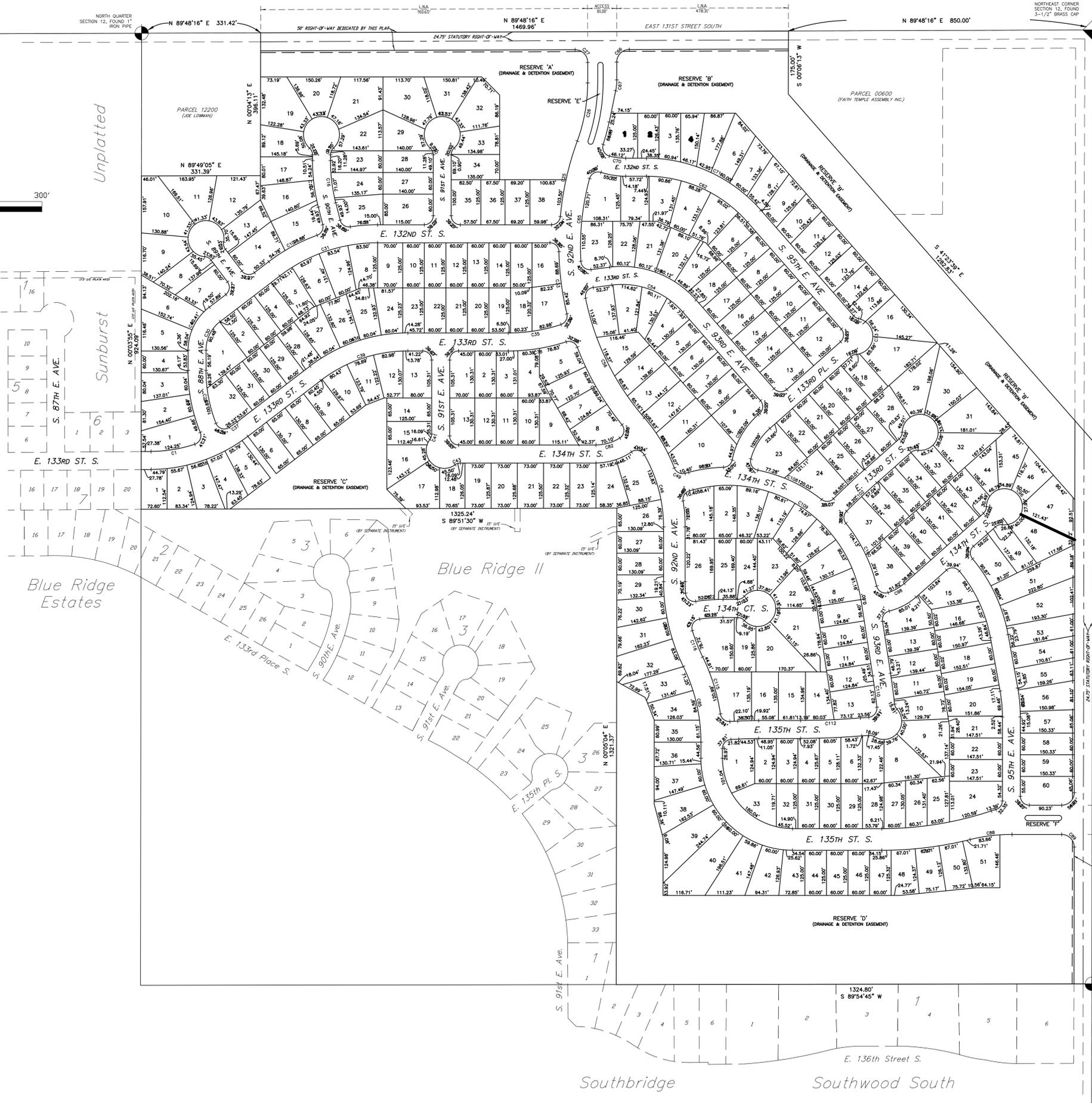
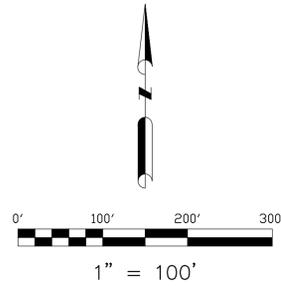
Schedule:

The Willow Creek development is expected to proceed immediately upon completion of the planning and/or platting process.

Legal Description

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE US GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION TWELVE (12); THENCE S 00°06'13" W ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 1140.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 00°06'13" W ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 1504.98 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER (NE/4); THENCE S 89°54'45" W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 1324.80 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER (SE/4 NE/4); THENCE 00°05'04" E ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER (SE/4 NE/4) A DISTANCE OF 1321.37 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER (SE/4 NE/4); THENCE S 89 DEG 51'30" W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER (NW/4 NE/4) A DISTANCE OF 1325.24 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER (NW/4 NE/4); THENCE N 00°03'55" E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER (NW/4 NE/4) A DISTANCE OF 924.09 FEET A POINT THAT IS 66.00 FEET SOUTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER (NW/4 NW/4 NE/4); THENCE N 89°49'05" E PARALLEL WITH AND 66.00 FEET SOUTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER (NW/4 NW/4 NW/4 NE/4) A DISTANCE OF 331.39 FEET TO A POINT THAT IS 66.00 FEET SOUTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER (NW/4 NW/4 NW/4 NE/4); THENCE N 00°04'13" E ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER (E/2 NW/4 NW/4 NE/4) A DISTANCE OF 396.11 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4); THENCE N 89°48'16" E ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 1469.96 FEET TO A POINT THAT IS 850.00 FEET FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE S 00°06'13" W PARALLEL WITH AND 850.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 175.00 FEET; THENCE S 41°23'39" E A DISTANCE OF 1282.83 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) AND THE POINT OF BEGINNING.



CONCEPT PLAT WILLOW CREEK

A PART OF THE NE/4, SECTION 12, T-17-N, R-13-E
TULSA COUNTY, STATE OF OKLAHOMA.

SUBDIVISION CONTAINS 291 LOTS IN 9 BLOCKS
TOTAL AREA: 104.8 ACRES

Owner:

WILLOW CREEK DEVELOPMENT, LLC
12150 EAST 96TH STREET NORTH SUITE 200
OWASSO, OK 74055

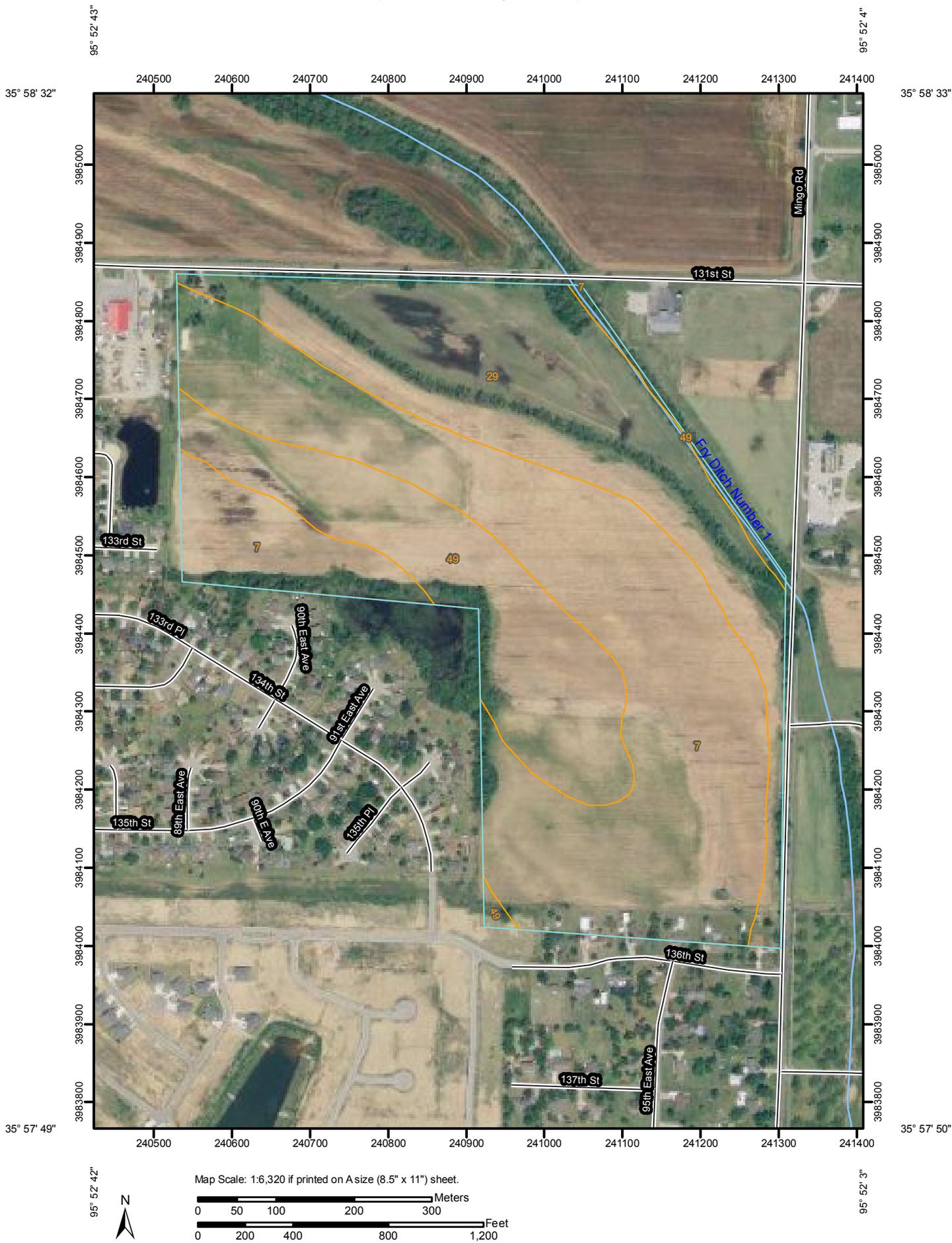
Engineer:

Rosenbaum Consulting, LLC
Certificate of Authorization No. 6470, Exp. June 30, 2013
2608 W. Kenosha St., #304
Broken Arrow, OK 74012
PHONE: (918) 895-0669

Surveyor:

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

Soil Map—Tulsa County, Oklahoma
(Willow Creek - Bixby Oklahoma)



MAP LEGEND

 Area of Interest (AOI)	 Very Stony Spot
 Soils	 Wet Spot
 Area of Interest (AOI)	 Other
 Soil Map Units	Special Line Features
Special Point Features	 Gully
 Blowout	 Short Steep Slope
 Borrow Pit	 Other
 Clay Spot	Political Features
 Closed Depression	 Cities
 Gravel Pit	Water Features
 Gravelly Spot	 Streams and Canals
 Landfill	Transportation
 Lava Flow	 Rails
 Marsh or swamp	 Interstate Highways
 Mine or Quarry	 US Routes
 Miscellaneous Water	 Major Roads
 Perennial Water	 Local Roads
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	
 Spoil Area	
 Stony Spot	

MAP INFORMATION

Map Scale: 1:6,320 if printed on A size (8.5" x 11") sheet.
 The soil surveys that comprise your AOI were mapped at 1:12,000.
 Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: UTM Zone 15N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

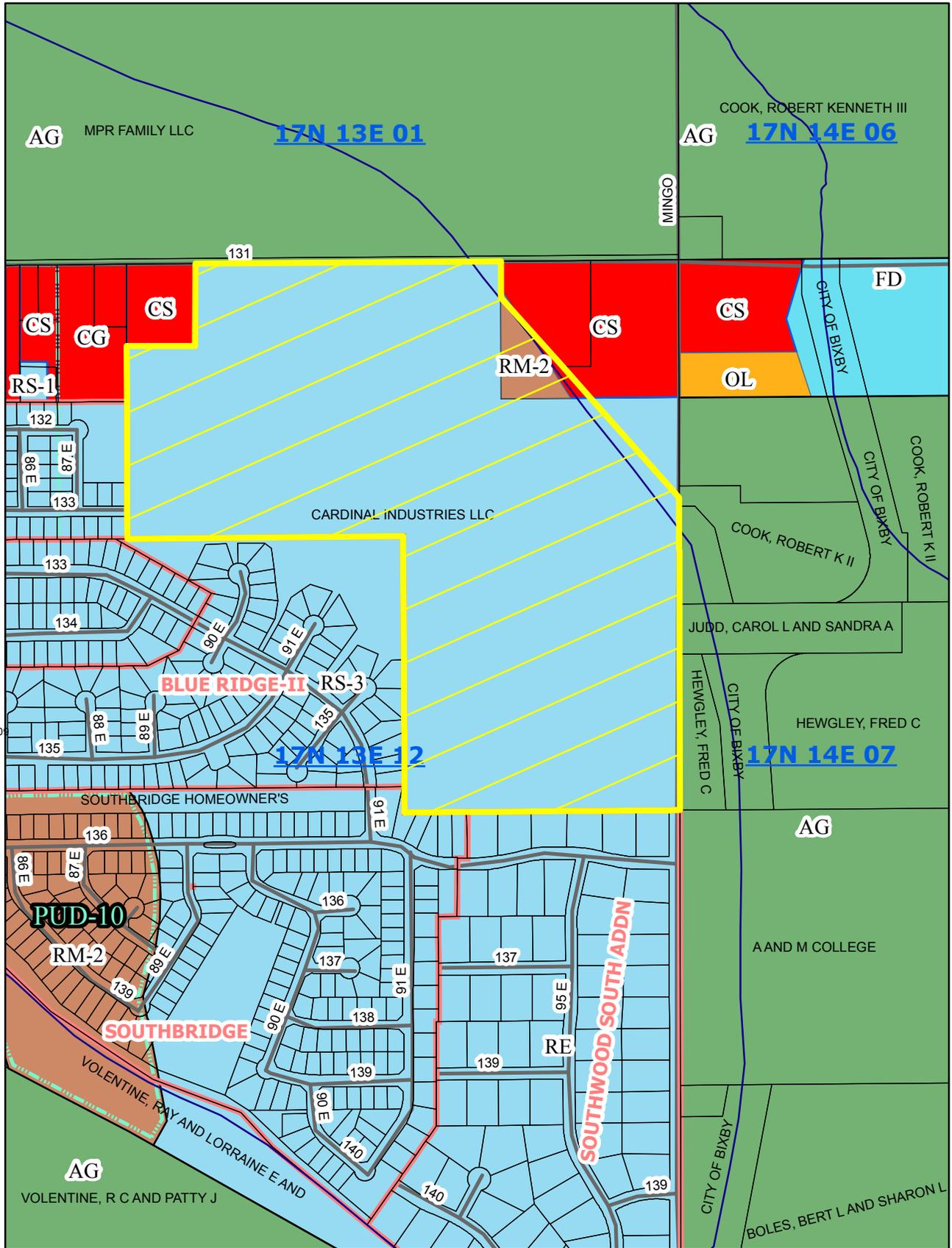
Soil Survey Area: Tulsa County, Oklahoma
 Survey Area Data: Version 7, Sep 16, 2008
 Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

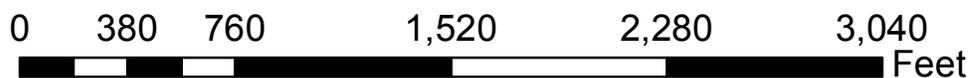
Map Unit Legend

Tulsa County, Oklahoma (OK143)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7	Choska very fine sandy loam, 0 to 1 percent slopes, rarely flooded	55.3	51.8%
29	Latanier clay, 0 to 1 percent slopes, occasionally flooded	30.3	28.4%
49	Severn very fine sandy loam, 0 to 3 percent slopes, rarely flooded	21.2	19.8%
Totals for Area of Interest		106.8	100.0%

PUD 78 – “Willow Creek” – Rosenbaum Consulting, LLC, & Preliminary Plat of Willow Creek (PUD 78)



- Tulsa Parcels 01/13
 - Subdivisions
 - E911 Streets
 - PUD
 - Wag. Co. PUD
 - WagParcels-Clip 01-01
 - <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
 - bixby_streams



PRELIMINARY PLAT

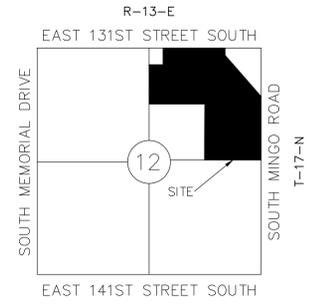
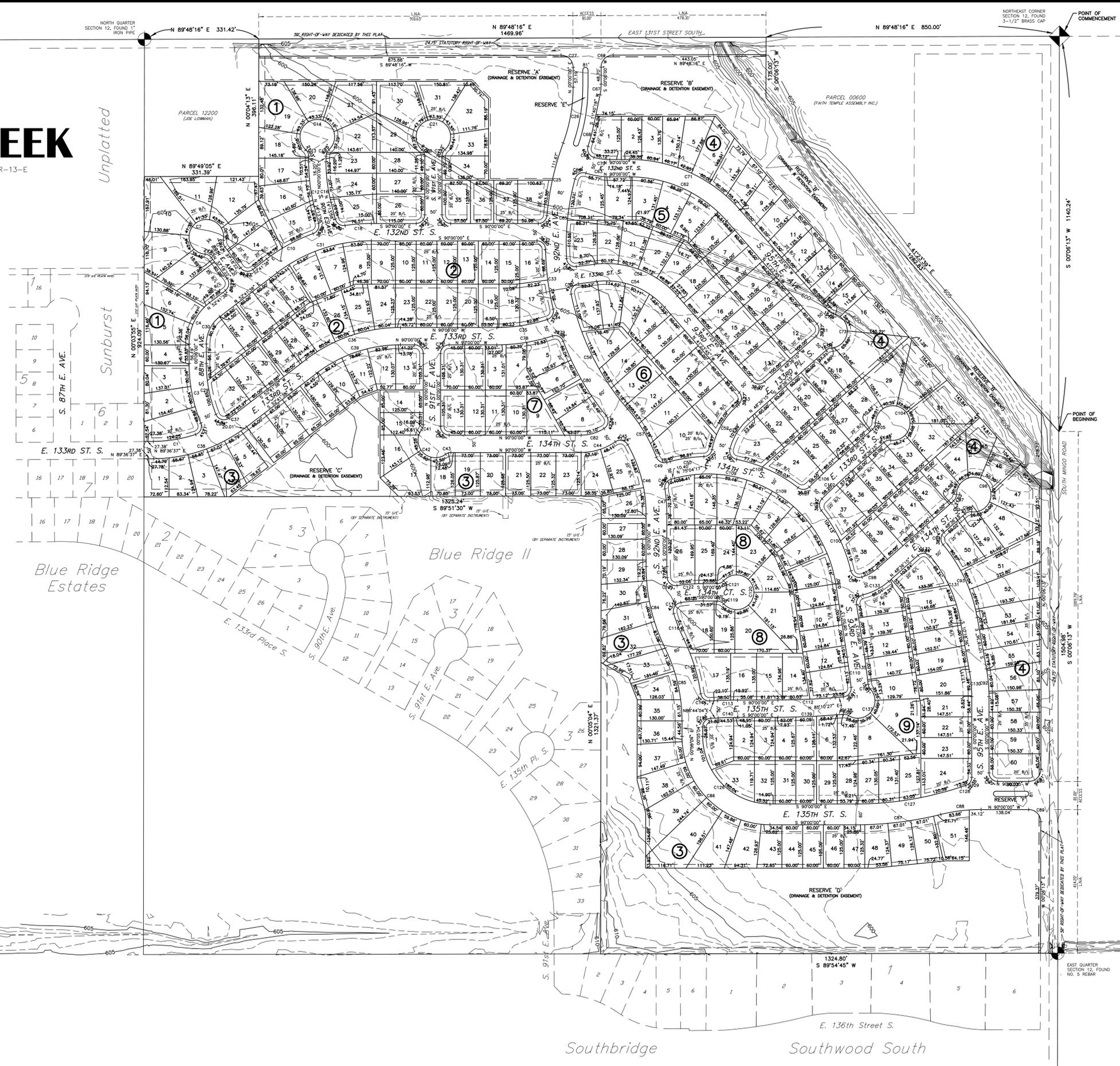
WILLOW CREEK

A PART OF THE NE/4, SECTION 12, T-17-N, R-13-E
TULSA COUNTY, STATE OF OKLAHOMA.

PLAT No.

LEGEND

- B/L BUILDING LINE
- D/E DRAINAGE EASEMENT
- L/E LANDSCAPE EASEMENT
- LNA LIMITS OF NO ACCESS
- MAE MUTUAL ACCESS EASEMENT
- U/E UTILITY EASEMENT



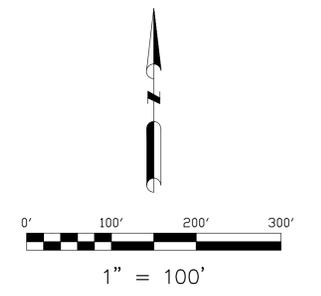
VICINITY MAP
TULSA COUNTY

SUBDIVISION CONTAINS 291 LOTS IN 9 BLOCKS
TOTAL AREA: 104.8 ACRES
BASIS OF BEARING:
EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 12
BEING SOUTH 00°06'13" WEST

Owner:
WILLOW CREEK DEVELOPMENT, LLC
12150 EAST 96th STREET NORTH SUITE 200
OWASSO, OK 74055

Engineer:
Rosenbaum Consulting, LLC
Certificate of Authorization No. 6470, Exp. June 30, 2013
2608 W. Kenosha St., #304
Broken Arrow, OK 74012
PHONE: (918) 895-0669

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



PLAT No.

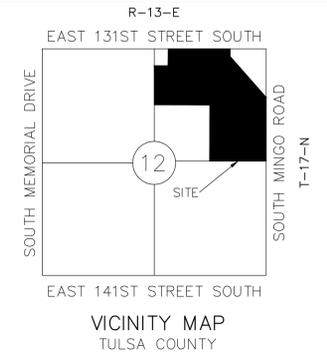
PRELIMINARY PLAT WILLOW CREEK

A PART OF THE NE/4, SECTION 12, T-17-N, R-13-E
TULSA COUNTY, STATE OF OKLAHOMA.

SUBDIVISION CONTAINS 291 LOTS IN 9 BLOCKS

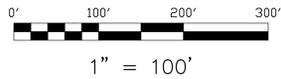
TOTAL AREA: 104.8 ACRES

BASIS OF BEARING:
EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 12
BEING SOUTH 00°06'13" WEST



LEGEND

- B/L BUILDING LINE
- D/E DRAINAGE EASEMENT
- L/E LANDSCAPE EASEMENT
- LNA LIMITS OF NO ACCESS
- MAE MUTUAL ACCESS EASEMENT
- U/E UTILITY EASEMENT



Owner:

Engineer:

Surveyor:

WILLOW CREEK DEVELOPMENT, LLC
12150 EAST 96th STREET NORTH SUITE 200
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Tulsa, OK 74119
PHONE: (539) 664-5539



Unplatted

Sunburst

PLAT No.



LEGEND

- B/L BUILDING LINE
- D/E DRAINAGE EASEMENT
- L/E LANDSCAPE EASEMENT
- LNA LIMITS OF NO ACCESS
- MAE MUTUAL ACCESS EASEMENT
- U/E UTILITY EASEMENT

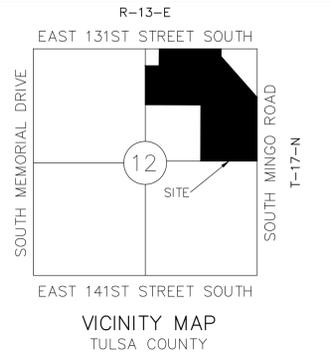


1" = 100'



PRELIMINARY PLAT WILLOW CREEK

A PART OF THE NE/4, SECTION 12, T-17-N, R-13-E
TULSA COUNTY, STATE OF OKLAHOMA.



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	400.00'	124.25'	17°47'53"	123.76'	N 80°42'41" E
C2	25.00'	41.11'	94°12'39"	36.63'	N 24°42'24" E
C3	450.00'	175.92'	22°23'55"	174.80'	S 11°11'58" E
C4	150.00'	137.95'	52°41'38"	133.14'	S 26°20'49" W
C5	25.00'	39.27'	90°00'00"	35.36'	N 07°41'38" E
C6	25.00'	21.03'	48°11'23"	20.41'	N 61°24'03" W
C7	50.00'	241.19'	276°22'46"	66.67'	S 52°41'38" W
C8	25.00'	21.03'	48°11'23"	20.41'	S 13°12'40" E
C9	25.00'	39.27'	90°00'00"	35.36'	S 82°18'22" E
C10	500.00'	153.66'	17°36'30"	153.06'	S 61°29'53" W
C11	25.00'	36.89'	84°32'06"	33.63'	N 28°02'05" E
C12	525.00'	130.42'	14°13'58"	130.08'	S 07°06'59" E
C13	25.00'	21.03'	48°11'23"	20.41'	N 24°05'41" W
C14	50.00'	241.19'	276°22'46"	66.67'	N 90°00'00" W
C15	25.00'	21.03'	48°11'23"	20.41'	S 24°05'41" W
C16	475.00'	117.99'	14°13'58"	117.69'	S 07°06'59" E
C17	25.00'	36.89'	84°32'06"	33.63'	S 56°30'01" E
C18	500.00'	76.51'	6°46'04"	76.44'	S 85°36'58" W
C19	25.00'	39.27'	90°00'00"	35.36'	N 45°00'00" E
C20	25.00'	21.03'	48°11'23"	20.41'	N 24°05'41" W
C21	50.00'	241.19'	276°22'46"	66.67'	N 90°00'00" W
C22	25.00'	21.03'	48°11'23"	20.41'	S 24°05'41" W
C23	25.00'	39.27'	90°00'00"	35.36'	S 45°00'00" E
C24	25.00'	37.04'	84°53'36"	33.75'	N 47°33'12" E
C25	812.00'	215.17'	15°10'58"	214.54'	S 12°41'53" W
C26	464.50'	164.49'	20°17'22"	163.63'	N 10°08'41" E
C27	35.00'	55.10'	90°11'44"	49.58'	N 45°05'52" W
C28	25.00'	44.54'	102°04'35"	38.88'	N 72°30'36" E
C29	400.00'	149.90'	21°28'19"	149.03'	S 10°44'09" E
C30	100.00'	91.97'	52°41'38"	88.76'	S 26°20'49" W
C31	450.00'	293.00'	37°18'22"	287.85'	S 71°20'49" W
C32	25.00'	38.85'	89°01'51"	35.06'	N 45°29'04" W
C33	780.00'	174.11'	12°47'22"	173.75'	N 07°21'50" W
C34	25.00'	37.39'	85°42'07"	34.00'	N 29°05'33" E
C35	475.00'	149.69'	18°03'23"	149.08'	N 80°58'18" E
C36	450.00'	293.00'	37°18'22"	287.85'	N 71°20'49" E
C37	400.00'	26.23'	3°45'28"	26.23'	N 54°34'22" E
C38	450.00'	289.94'	36°54'59"	284.95'	N 71°09'08" E
C39	400.00'	260.45'	37°18'22"	255.87'	S 71°20'49" W
C40	25.00'	39.27'	90°00'00"	35.36'	N 45°00'00" E
C41	25.00'	16.09'	36°52'18"	15.81'	N 18°26'09" E
C42	50.00'	142.89'	16°34'36"	142.89'	S 45°00'00" E
C43	25.00'	16.09'	36°52'18"	15.81'	S 71°33'51" W
C44	175.00'	105.29'	34°28'25"	103.71'	N 72°45'47" E
C45	25.00'	41.24'	94°30'17"	36.72'	N 77°13'17" W
C46	400.00'	209.22'	29°58'08"	206.85'	N 14°59'04" W
C47	460.00'	72.35'	9°00'41"	72.27'	N 04°30'20" W
C48	25.00'	36.69'	84°04'58"	33.48'	S 33°01'48" W
C49	25.00'	36.69'	84°04'58"	33.48'	N 62°53'14" W
C50	425.00'	98.81'	13°19'15"	98.59'	S 81°43'55" W
C51	25.00'	33.70'	77°14'10"	31.21'	S 49°46'28" W
C52	225.00'	147.06'	37°26'52"	144.45'	S 29°52'49" W
C53	25.00'	39.27'	90°00'00"	35.36'	S 03°36'15" W
C54	225.00'	219.42'	55°52'30"	210.83'	S 69°20'00" E
C55	25.00'	41.07'	94°07'32"	36.61'	N 35°39'59" E
C56	720.00'	373.87'	29°45'05"	369.68'	N 26°16'19" W
C57	460.00'	162.99'	20°18'06"	162.14'	N 30°59'48" W
C58	25.00'	41.07'	94°07'32"	36.61'	S 50°12'29" E
C59	275.00'	268.18'	55°52'30"	257.68'	S 69°20'00" E
C60	25.00'	39.27'	90°00'00"	35.36'	S 86°23'45" E
C61	25.00'	39.27'	90°00'00"	35.36'	N 03°36'15" E
C62	375.00'	318.11'	48°36'15"	308.66'	N 65°41'52" W

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C63	225.00'	69.95'	17°48'48"	69.67'	N 81°05'36" W
C64	25.00'	40.39'	92°33'22"	36.14'	S 61°32'08" W
C65	720.00'	231.25'	18°24'09"	230.26'	S 06°03'22" W
C66	35.00'	54.86'	89°48'16"	49.41'	S 44°54'08" W
C67	150.00'	30.56'	11°40'18"	30.50'	N 05°50'09" E
C68	535.50'	64.41'	6°53'31"	64.38'	N 15°07'03" E
C69	25.00'	40.78'	93°27'53"	36.41'	N 28°10'08" E
C70	175.00'	46.12'	15°05'55"	45.98'	S 82°27'02" E
C71	425.00'	360.53'	48°36'15"	349.82'	N 65°41'52" W
C72	25.00'	16.09'	36°52'12"	15.81'	S 59°49'51" E
C73	50.00'	142.89'	16°34'23"	142.89'	N 03°36'15" E
C74	25.00'	16.09'	36°52'12"	15.81'	S 67°02'21" W
C75	175.00'	101.39'	33°11'48"	99.98'	S 32°00'21" W
C76	25.00'	41.07'	94°07'29"	36.60'	S 31°39'18" E
C77	25.00'	39.27'	90°00'00"	35.36'	S 45°00'00" W
C78	525.00'	164.22'	17°55'21"	163.55'	S 81°02'19" W
C79	25.00'	37.98'	87°02'29"	34.43'	N 64°24'07" W
C80	780.00'	249.56'	18°19'54"	248.50'	N 30°02'49" W
C81	25.00'	42.36'	97°04'50"	37.42'	N 09°19'39" E
C82	125.00'	70.10'	32°07'56"	69.19'	N 73°56'02" E
C83	25.00'	39.27'	90°00'00"	35.36'	S 45°00'00" E
C84	530.00'	243.92'	26°22'08"	241.77'	S 13°11'04" E
C85	470.00'	217.00'	26°27'12"	215.08'	N 13°08'32" W
C86	255.00'	400.93'	90°05'04"	360.89'	S 44°57'28" E
C87	1030.00'	248.60'	13°49'43"	247.99'	N 83°05'08" E
C88	488.00'	117.78'	13°49'43"	117.50'	S 83°05'08" W
C89	35.00'	55.04'	90°06'13"	49.54'	N 44°56'54" W
C90	35.00'	54.91'	89°53'47"	49.45'	N 45°03'06" E
C91	25.00'	39.27'	90°00'00"	35.36'	S 45°00'00" E
C92	450.00'	80.97'	10°18'36"	80.86'	N 05°09'18" W
C93	450.00'	234.67'	29°52'47"	232.02'	N 25°14'59" W
C94	25.00'	38.74'	88°47'37"	34.98'	S 04°12'26" W
C95	25.00'	21.03'	48°11'23"	20.41'	S 72°41'56" W
C96	50.00'	241.19'	276°22'46"	66.67'	N 41°23'45" W
C97	25.00'	21.03'	48°11'23"	20.41'	N 24°30'34" E
C98	125.00'	51.82'	23°45'02"	51.45'	N 60°28'46" E
C99	25.00'	41.31'	94°40'37"	36.77'	S 60°18'25" E
C100	425.00'	195.74'	26°23'20"	194.02'	N 26°09'46" W
C101	25.00'	36.92'	84°37'05"	33.66'	S 02°57'07" W
C102	1975.00'	115.24'	3°20'36"	115.23'	S 46°55'57" W
C103	25.00'	21.03'	48°11'23"	20.41'	S 72°41'56" W
C104	50.00'	241.19'	276°22'46"	66.67'	N 41°23'45" W
C105	25.00'	21.03'	48°11'23"	20.41'	N 24°30'34" E
C106	2025.00'	119.88'	3°23'31"	119.86'	S 46°54'30" W
C107	25.00'	36.07'	82°40'12"	33.02'	N 86°32'50" E
C108	425.00'	197.31'	26°35'59"	195.54'	N 65°25'03" W
C109	375.00'	628.92'	96°05'30"	557.76'	N 56°52'58" W
C110	1975.00'	87.62'	2°32'31"	87.61'	N 07°33'57" W
C111	25.00'	39.91'	91°28'09"	35.81'	N 39°26'23" E
C112	1975.00'	166.34'	4°49'33"	166.29'	N 87°35'14" E
C113	1025.00'	58.42'	3°15'56"	58.41'	S 88°22'02" W
C114	25.00'	37.01'	84°49'52"	33.73'	S 50°51'00" E
C115	530.00'	165.90'	17°56'04"	165.22'	N 17°24'06" W
C116	470.00'	78.72'	9°35'47"	78.63'	S 21°34'15" E
C117	25.00'	43.15'	98°54'09"	37.99'	S 32°40'43" W
C118	475.00'	65.25'	7°52'12"	65.19'	S 86°03'54" W
C119	25.00'	21.03'	48°11'23"	20.41'	N 65°54'19" W
C120	50.00'	241.19'	276°22'46"	66.67'	N 00°00'00" W
C121	25.00'	21.03'	48°11'23"	20.41'	N 65°54'19" E
C122	525.00'	76.19'	8°18'54"	76.12'	S 85°50'33" W
C123	25.00'	41.21'	94°27'18"	36.70'	S 51°05'15" E
C124	470.00'	31.66'	3°51'36"	31.66'	S 01°55'48" E



EAST QUARTER SECTION 12, FOUND NO. 5 REBAR

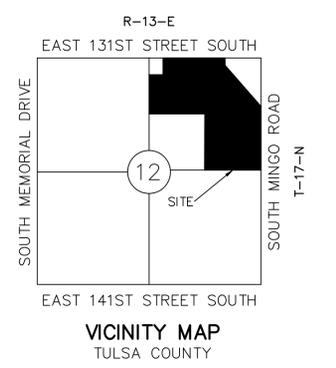
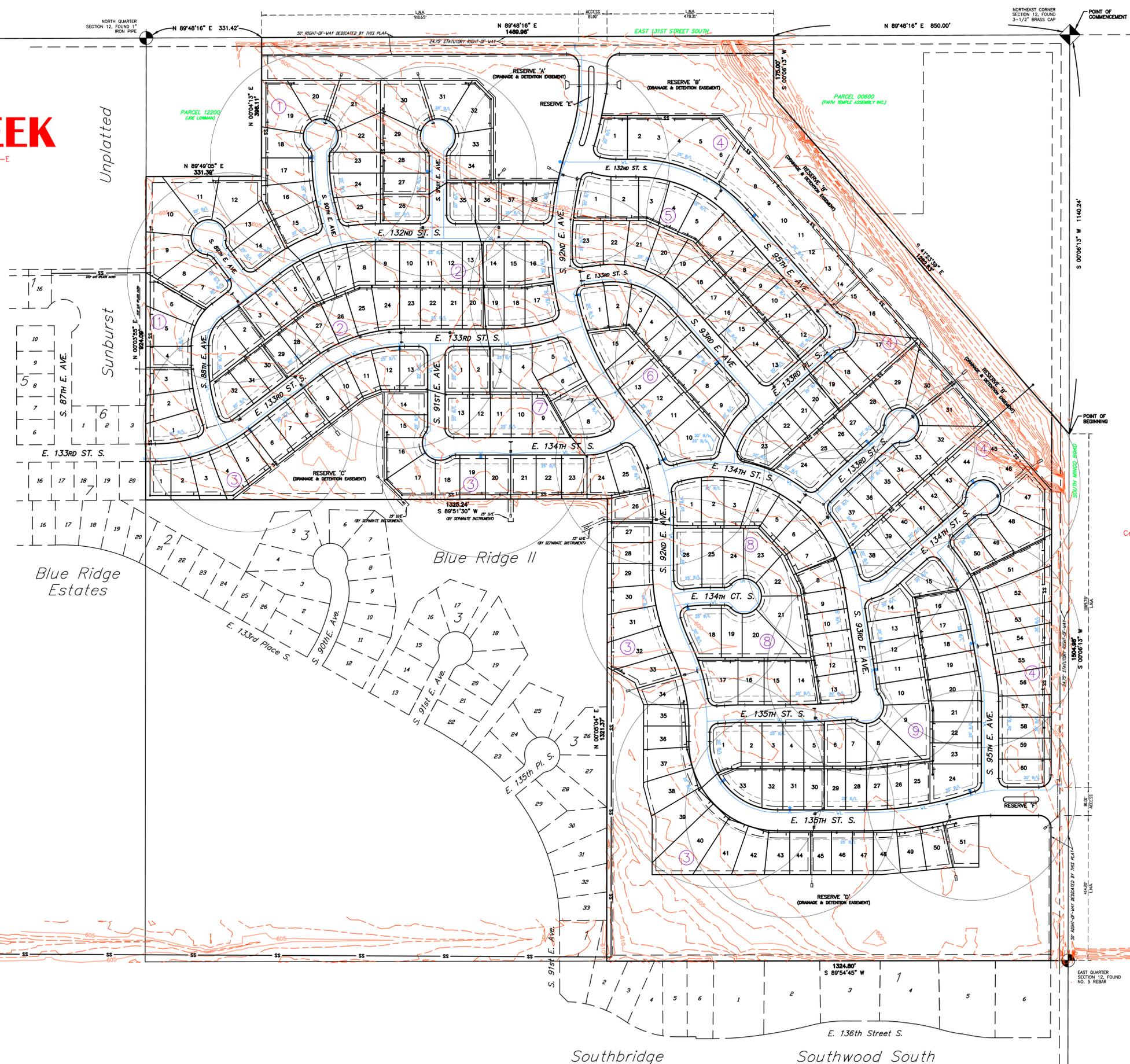
Conceptual Utilities

WILLOW CREEK

A PART OF THE NE/4, SECTION 12, T-17-N, R-13-E
TULSA COUNTY, STATE OF OKLAHOMA.

LEGEND

- B/L BUILDING LINE
- D/E DRAINAGE EASEMENT
- L/E LANDSCAPE EASEMENT
- LNA LIMITS OF NO ACCESS
- MAE MUTUAL ACCESS EASEMENT
- U/E UTILITY EASEMENT

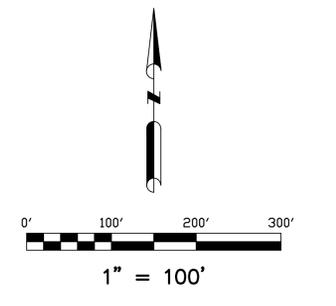


SUBDIVISION CONTAINS 291 LOTS IN 9 BLOCKS
TOTAL AREA: 104.8 ACRES
BASIS OF BEARING:
EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 12
BEING SOUTH 00°06'13\"/>

Owner:
WILLOW CREEK DEVELOPMENT, LLC
12150 EAST 96th STREET NORTH SUITE 200
OWASSO, OK 74055

Engineer:
Rosenbaum Consulting, LLC
Certificate of Authorization No. 6470, Exp. June 30, 2013
2608 W. Kenosha St., #304
Broken Arrow, OK 74012
PHONE: (918) 895-0669

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



WILLOW CREEK
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Willow Creek Development, L.L.C., an Oklahoma limited liability company, hereinafter together referred to as the "Owner/Developer" is the owner of the following described land in the City of Bixby, Tulsa County, State of Oklahoma, to wit:

Insert legal here

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

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as "u/e" or "utility easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Bixby, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the

accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping, customary screening fences and walls that do not constitute an obstruction.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the south side perimeter boundary of the subdivision, if located within a general utility easement as depicted on the accompanying plat. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision all supply lines shall be located underground in the general utility easements. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.
2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have right of access to all general utility easements depicted on the accompanying plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.
4. Lot owners shall be responsible for the protection of the underground service facilities located on their respective lots and each shall prevent the alteration of grade or any construction activity that would interfere with the electric, telephone or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
5. The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the electric, telephone or cable television service and Lot owners agree to be bound hereby.

C. Water, Sanitary Sewer and Storm Sewer Service

1. Lot owners shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on their respective lots and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main or storm sewer.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main, sanitary sewer main or storm sewer, or any construction activity which would interfere with public water mains, sanitary sewer mains and storm sewers shall be prohibited.
3. The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.
4. The City of Bixby, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
5. The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Bixby, Oklahoma, or its successors, and Lot owners agree to be bound hereby.

D. Gas Service

1. Lot owners shall be responsible for the protection of gas facilities located on their respective lots.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a gas main or any construction activity which would interfere with a gas main shall be prohibited.
3. The supplier of gas service shall be responsible for ordinary maintenance of gas mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.

4. The supplier of gas service shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of gas facilities.
5. Underground gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.
6. The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of gas service and Lot owners agree to be bound hereby.

E. Overland Drainage Easement

1. The Owner/Developer does hereby grant and establish a perpetual easement on, over and across Reserve Area A, B, C, and D (hereinafter referred to as the "Overland Drainage Easement Areas") for the purposes of permitting the flow, conveyance, detention and discharge of stormwater runoff from the various lots within the subdivision.
2. Detention and other drainage facilities constructed within the Overland Drainage Easement Areas shall be in accordance with standards and specifications approved by the City of Bixby, Oklahoma.
3. Drainage facilities shall be maintained by the Homeowners' Association (to be formed pursuant to Section III) to the extent necessary to achieve the intended drainage and detention functions including repair of appurtenances and removal of obstructions and siltation. The Homeowners' Association shall provide routine and customary grounds maintenance within the Overland Drainage Easement Areas which shall be in accordance with the following standards:
 - a. The Overland Drainage Easement Areas shall be kept free of litter.
 - b. The Overland Drainage Easement Areas shall be mowed during the growing season at intervals not exceeding 4 weeks.

- c. In the event the Homeowners' Association should fail to properly maintain the Overland Drainage Easement Areas as above provided, the City of Bixby, Oklahoma, or its designated contractor may enter the Overland Drainage Easement Areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.
- d. In the event the Homeowners' Association, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, the City of Bixby, Oklahoma may file of record a copy of the statement of costs and thereafter the costs shall be a lien against each residential lot within the subdivision, provided however, the lien against each residential lot shall not exceed 1/291th of the costs.
- e. A lien established as above provided may be foreclosed by the City of Bixby, Oklahoma.

F. Surface Drainage and Lot Grading Restriction

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

G. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Mingo Road and East 131st Street South designated as "Limits of No Access" (L.N.A.) on the accompanying plat. The LNA may be amended or released by the Bixby Planning Commission, or its successor, with the approval of the City of Bixby, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma. The LNA established shall be enforceable by the City of Bixby, Oklahoma.

H. Paving and Landscaping Within Easements

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

I. Reserve Area E and Reserve Area F

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

J. Minimum Building Setbacks and Yards

1. No building or part thereof, except open porches and terraces, shall be located nearer to the right of way of an adjoining public street than the building line depicted on the accompanying plat.
2. No residence shall be built nearer than five (5) feet to any side lot on one side, and five (5) feet on the other side, thus requiring a combined total of at least ten (10) feet between the residence and both side lot lines. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement. Buildings abutting a side street may be constructed up to the fifteen (15) foot building line (except where easements are greater), provided that if the garage abuts the side street, the setback shall be twenty (20) feet.
3. The minimum rear yard shall be twenty (20) feet.
4. No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.
5. All buildings must face the most restrictive building line.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

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

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

Whereas, the planned unit development provisions of the Bixby Zoning Code require the establishment of covenants of record,

inuring to and enforceable by the City of Bixby, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development, and

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

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

A. Development in Accordance With PUD

Willow Creek shall be developed and used in substantial accordance with the restrictions and development standards of PUD No. _____ 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. _____ as may be subsequently approved.

B. Applicable Ordinance

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

C. Use

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

D. DEVELOPMENT STANDARDS

1) Development Area – Single Family Lots

Permitted uses single family residences and customary accessory uses.

Minimum Lot Frontage: 60 feet, measured at the building line if the lot fronts a cul-de-sac

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

E. Site Plan Review And Compliance With Approved Plans

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

F. Definitions

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

SECTION III. PRIVATE RESTRICTIONS

A. Architectural Committee.

1. **PLANS AND SPECIFICATIONS:** A complete set of plans and construction specifications including materials for any structure proposed to be erected must first be submitted to the Declarant and written approval thereof obtained from the Declarant or its agent prior to the commencement of any construction upon each and all of the Lots in Willow Creek. In addition, unless waived by the Declarant in writing, based on hardship, economic considerations or other reasons which will not interfere with the harmony of design or diminish property values in the neighborhood, the following standards shall apply to all dwellings in Willow Creek:

(a). Dwelling Size. All dwellings shall have a minimum living space of at least 1,500 square feet. Square footage shall be computed for living space, exclusive of porches, patios, and garages.

(b). Masonry. All dwellings shall have at least fifty percent (50%) of the exterior walls thereof comprised of brick, stone or masonry siding. The front exterior walls of the dwelling shall be 100% comprised of brick, stone or masonry siding; provided, however, that the area of all windows, covered porches and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In particular cases, the Declarant reserves the right to permit Dryvit brand or similar exterior construction material in lieu of brick or stone.

(c). Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door. Carports shall not be permitted.

(d). Patio Roof. All patio roofs shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence.

(e). Driveways. All driveways into a Lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width.

(f). Mailboxes. All mailboxes shall be of a uniform structure and color and shall be constructed in accordance with a written plan/diagram and specifications to be approved by Declarant prior to construction.

(g). Roof Pitch; Materials. Roof materials shall be Heritage II or comparable composition shingles of equal or better quality, and shall be of such color scheme approved by the Declarant prior to installation.

(h). Sodding; Landscaping. The front, back and side yards of each lot shall be fully sodded upon the completion of the construction of any residence. Each lot shall have a reasonable landscape package in the front yard upon completion of the construction of any residence.

(i). Heating and Air Conditioning Requirements. All residences in Willow Creek shall be constructed with central heat and air systems. No portable, window or wall-type heating or air conditioning units shall be permitted.

2. **NO WARRANTY AS TO PLANS:** Notwithstanding anything herein to the contrary, the Declarant shall not be liable for any approval, disapproval or failure to approve any plans or specifications hereunder, and its approval of building plans shall not constitute a warranty of or responsibility for building methods, materials, procedures, structural design, grading, drainage, restrictive covenant compliance or code compliance. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restrictions, unless the Declarant is herein authorized to grant the waiver and the Declarant did, in fact, grant the waiver. It is the responsibility of each Lot Owner, and not the Declarant, to insure that such Owner's grantor and/or builder has caused the subject Lot, and all improvements thereto, to be in full compliance with all relevant codes, covenants and restrictions imposed upon Willow Creek.

3 **SET-BACK LINES AND LOT DIMENSIONS:** No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

Front Yard:	20 feet
Corner Lot Side Yards:	15 feet
Side Yards (except corner lot):	5 feet (each side) or 10 feet one side and 0 feet on the other side provided no side yard shall be less than the width of any utility easement located within the Lot and along the side lot line
Back yard:	15 feet

The frontage and minimum depth of a Lot shall be as shown on the recorded Plat for Willow Creek. No building, whether principal or accessory, shall encroach upon any easement. Except as above modified or otherwise set forth in PUD-_____, a Lot shall comply with the bulk and area requirements of the RS-3 Residential Single Family District as set forth within the Bixby Zoning Ordinance.

4. **FENCES:** No front yard fence shall be erected on any Lot closer to any street than the front of the main structure without the prior written approval of the Declarant. Except as described below, all fences shall be six (6) feet in height and made of wood privacy fencing. No fences shall be constructed upon walkways or access easements, which would impair or hinder the intended use thereof. A fence must be erected and well-maintained between each house from the side of the house extending to each respective owner's lot line. Said fence should be installed so as to prevent a view into the back yard of a lot from the street fronting the lot. No fences shall be constructed on overland drainage areas or upon walkway or access easements which would impair or hinder the intended use thereof. Furthermore, wood privacy fences shall, if necessary, be trimmed at the bottom of the fence so as to permit storm water to run under the fence to an area with a lower grade of elevation. Interior Fencing or Walls shall not extend beyond that point nearest the street at each end corner of the residence on the Lot. On corner lots, side yard fences shall be installed and well-maintained, so as to prevent a view into the back yard from the street running along the side of the structure. Side yard fences can be no closer to the street than five (5) feet from the property line for that side yard.

Comment [ERB1]: BRIAN TO REVIEW

(a) The Declarant reserves the right and easement, in its sole discretion, to construct fence of its choosing along the property lines of the Subdivision, which fence shall be maintained by the Association.

(b) In the event a side or rear fence is constructed adjacent to a Reserve Area, the Owners of such Lots shall construct a woodrail with attached black coated chainlink fence along such side and/or rear yard(s) which abuts a Reserve.

(c) The Declarant, in its sole discretion, reserves the right and easement (but in no event shall be obligated) to construct a fence of its choosing within any Reserve shown on the Plat which shall be maintained by the Homeowner's Association.

(d) All other fences shall be a wood privacy except the Declarant may, in its sole discretion, approve in writing the use of an alternative fencing material on a case by case basis. No barbed wire, meshed or other metal fencing is allowed in any area of the Subdivision. No fence over six feet (6') tall is permitted unless approved by the Declarant in writing. Fences located on exterior sides of corner Lots facing a street shall not extend beyond seven and one-half (7.5) feet from the exterior sidelines and shall be wood privacy fencing.

(e) All fencing shall be approved by the Declarant in writing prior to its construction; provided, however, upon the transfer of a Lot to an Owner occupant, the construction, repair or replacement of any fence and the materials used therefor upon such Lot shall be approved by the Association in writing prior to such construction, repair or replacement. All fences within Willow Creek shall be neatly maintained by the Owner thereof. The Declarant reserves the right, but shall not be obligated, to enter upon such Lots in order to maintain, repair or stain such fencing in a manner which the Declarant, in its sole discretion, believes to be reasonable and appropriate, and the cost thereof shall be charged back to the Lot Owner as a lien and shall be governed by Article V hereof.

5. **OUTBUILDINGS:** Portable storage buildings are allowed provided they do not exceed 100 square feet in size and 8 feet in height, unless otherwise approved in writing by the Declarant. Further, no detached structure or building for purely ornamental or other purposes shall be erected on any part of any Lot without the prior written consent of the Declarant.
6. **ANTENNAE:** No television, radio, or other antennae or reception devices, other than an eighteen (18) inch or smaller television satellite dish, shall be constructed or maintained on any Lot without the written approval of the Declarant. Satellite dishes permitted herein shall be installed and maintained on the backside of the residential structure and shall not be visible from streets in front of said structure.
7. **NOISE POLLUTION:** Each builder of residences on the Lots will cause adequate noise pollution control measures to be incorporated into the design and construction of the single-family residences as may be required by the City of Bixby, or any other governmental (state or federal) body or agency.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

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

B. Membership

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

C. Assessment

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

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Public Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I. whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Bixby, Oklahoma. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the Bixby Zoning Code and shall inure to the benefit of and shall be enforceable by the City of Bixby, Oklahoma, any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Bixby, any owner of a Lot or the Homeowners' Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. The covenants contained in Section III. Private Restrictions and Section IV. Homeowners'

Association shall inure to the benefit of any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III it shall be lawful for any owner of a Lot or the Homeowners' Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought to enforce the covenants established within this Deed of Dedication, the defense that the party initiating the equitable proceeding has an adequate remedy at law, is hereby waived. In any judicial action brought by any owner of a Lot or the Association, which action seeks to enforce the covenants contained in Section IV and/or to recover damages for the breach thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs and expenses incurred in such action.

B. Duration

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

C. Amendment

The covenants contained within Section I, Public Streets, Easements and Utilities, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the City of Bixby, Oklahoma, or its successors. . The covenants contained within Section II, Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Bixby Planning Commission, or its successors. Notwithstanding the foregoing the covenants contained within Section II, shall be deemed amended (without necessity of execution of an amending document) upon approval of a minor amendment to PUD No. by the Bixby Planning Commission or its successors and recording of a certified copy of the minutes of the Bixby Planning Commission or its successors with the Tulsa County Clerk. The covenants and restrictions contained within Section III, Private Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot, or alternatively the covenants and restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of 60% of the Lots within the Subdivision. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer during its ownership of at least one (1) Lot and any amendment or termination properly executed by the owners of at least 60% of the Lots, the instrument executed by the Owner/Developer shall prevail during its ownership of at least one (1) Lot. The covenants and restrictions contained within Section IV, Homeowners' Association may be amended or terminated at any time by a written instrument signed and acknowledged by the

Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot, or alternatively the covenants and restrictions may be amended or terminated at any time by a majority vote of the members of the Homeowner' Association as evidenced by written instrument signed and acknowledged by the president of the Homeowners' Association. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer during its ownership of at least one (1) Lot and any amendment or termination evidenced by an instrument properly executed by the president of the Homeowners' Association, the instrument executed by the Owner/Developer shall prevail during its ownership of at least one (1) Lot. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date, it is properly recorded. No amendment or termination of a covenant or restriction shall be drafted as to affect a specific Lot(s) except as provided herein under Section II (B), Use.

D. Severability

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

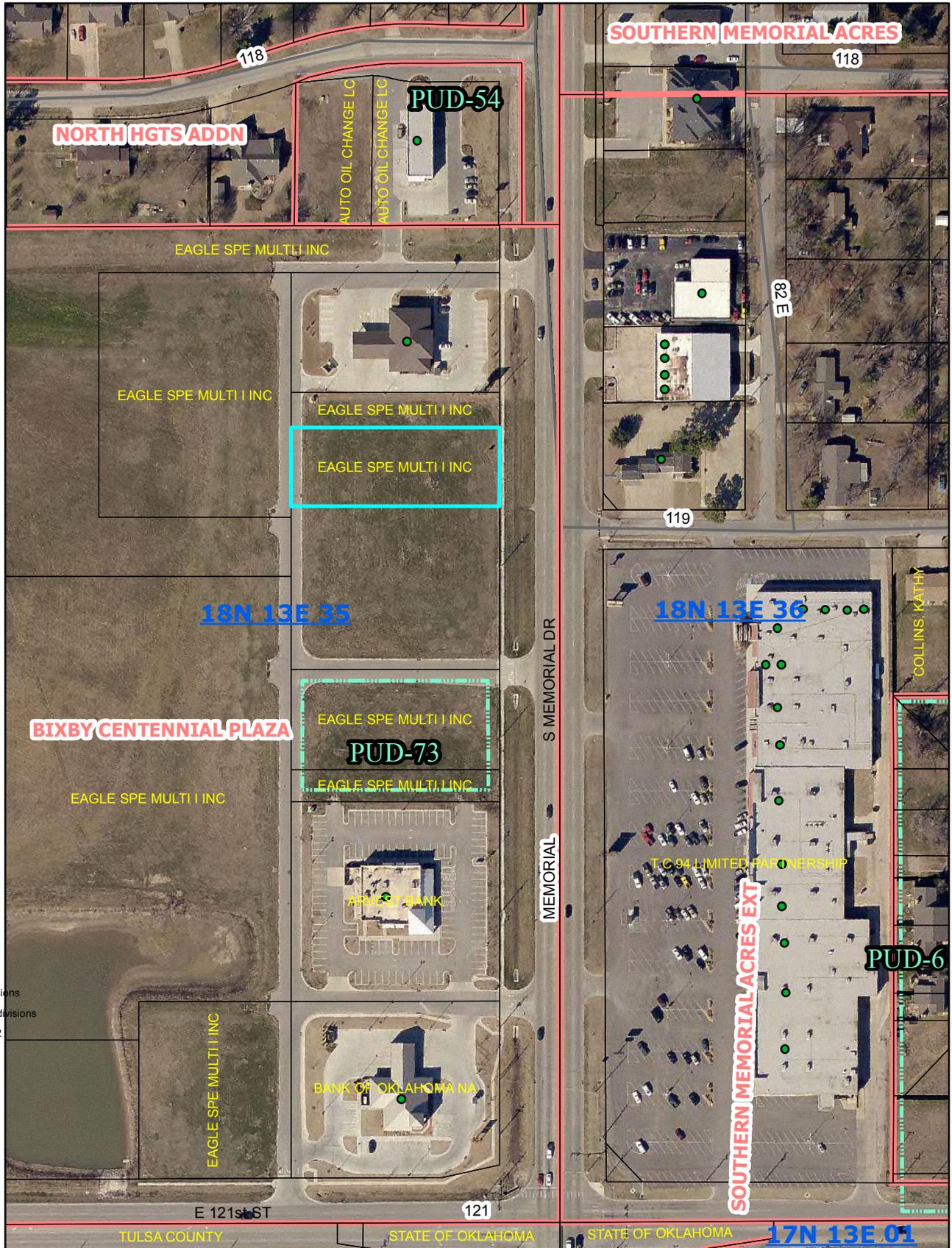
IN WITNESS WHEREOF, Willow Creek Development, L.L.C., an Oklahoma limited liability company, has executed this instrument this ___ day of _____, 2013.

Willow Creek Development, L.L.C.
an Oklahoma limited liability company

By: Kourtis Property Management, Inc.
an Oklahoma corporation
Its Manager

By: _____
Pete Kourtis, President

V-45 – Eller & Detrich, PC for Eagle SPE Multi I, Inc.



- Businesses
- bixby_streams
- Tulsa Parcels 01/13
- WagParcels 01/13
- TulsaCountySubdivisions
- WagonerCountySubdivisions
- WagRoads_Aug2012
- E911Streets
- PUD
- March 2012 Aerials**
- RGB**
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- bixby_s-t-r
- county



APPLICATION FOR VACATION OR CLOSING

NATURE OF REQUEST

Set out below the specifics of your application. Where applicable indicate pertinent uses, distances, dimensions, etc. You should attach any plot plans, photographs and other factual information which will assist the City Council in determining the merits of your application.

Need to close part of utility easement on North 10 feet of Lot 6, Block 1, BIXBY CENTENNIAL PLAZA for new office development.

Legal Description or location:

See attached Exhibit A and Exhibit A.1

As applicant what is your interest	I CERTIFY THAT THE SUBMITTED INFORMATION IS TRUE AND CORRECT
<input type="checkbox"/> Present Owner	Name <u>Jerry M. Snider</u>
<input type="checkbox"/> Purchaser	<u>Eller + Detrich, PC</u>
<input checked="" type="checkbox"/> Attorney for Owner	Address <u>2727 E. 21st St., Ste. 200, Tulsa, OK 74114</u>
<input type="checkbox"/> Agent for Owner	Phone <u>918-747-8900</u>
<input type="checkbox"/> Other	

FOR INTERNAL OFFICE USE

Application received by:	DISPOSITION ACTION
Application Date:	Staff Recommendation:
Public Hearing Date:	
Type of Request	City Council:
Comments for Utility Companies	

EXHIBIT "A"

EASEMENT VACATION

A TRACT OF LAND BEING PART OF LOT 6, BLOCK 1 OF BIXBY CENTENNIAL PLAZA, A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (S/2 SE/4) OF SECTION 35, TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST, INDIAN BASE AND MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6, BLOCK 1;
THENCE NORTH 88°59'49" EAST ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88°59'49" EAST ALONG THE NORTHERLY LINE OF SAID LOT 6, A DISTANCE OF 224.50 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 6;
THENCE SOUTH 01°00'11" EAST A DISTANCE OF 10.00 FEET;
THENCE SOUTH 88°59'49" WEST A DISTANCE OF 224.50 FEET;
THENCE NORTH 01°00'11" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2254 SQUARE FEET OR 0.052 ACRES, MORE OR LESS.

BASIS OF BEARING OF PROPERTY DESCRIPTION IS THE NORTH LINE OF LOT 6, BLOCK 1 OF BIXBY CENTENNIAL PLAZA BEING N88°59'49"E.

THIS PROPERTY DESCRIPTION WAS PREPARED ON MARCH 12, 2013 BY JOSHUA R. LAMB, LICENSED PROFESSIONAL LAND SURVEYOR NO. 1678.

REAL PROPERTY CERTIFICATION

I, JOSHUA R. LAMB, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.




JOSHUA R. LAMB, PLS, PE
OKLAHOMA P.L.S. #1678

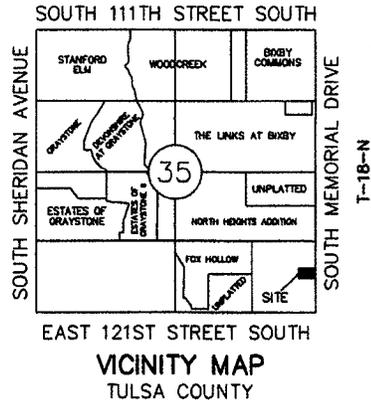


TULSA LAND SURVEYING LLC
CERTIFICATE OF AUTHORIZATION NO. 6038
CA EXPIRATION DATE: JUNE 30, 2013

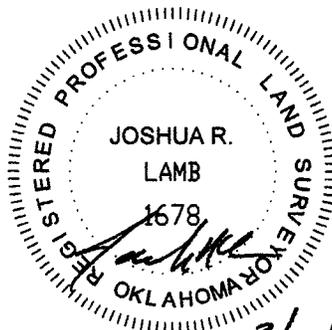
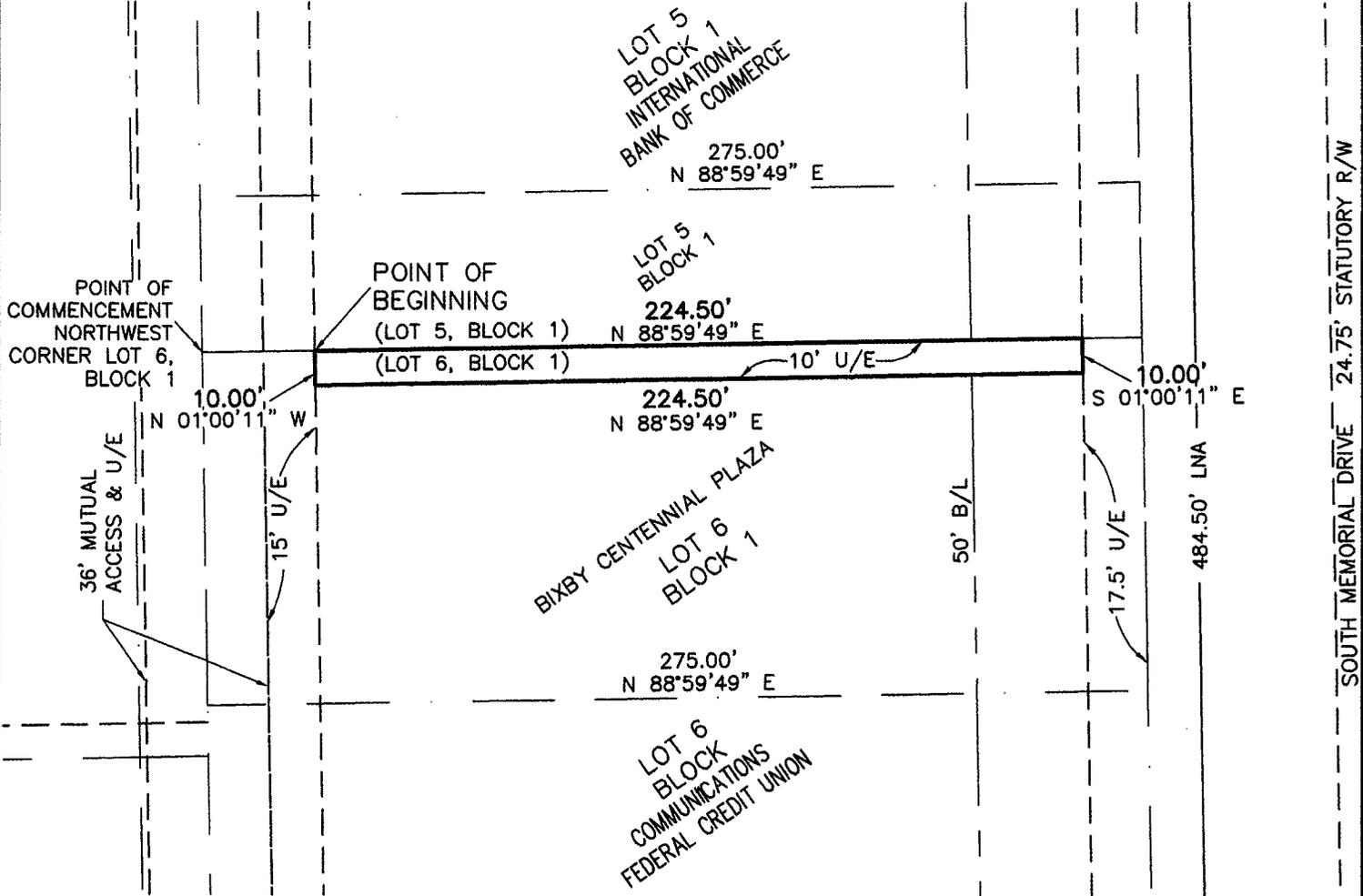
EXHIBIT 'A.1'

EASEMENT VACATION

R-13-E

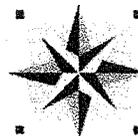


1" = 50'

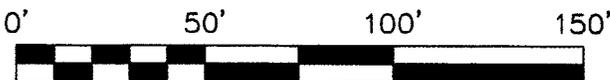


3/12/13

LNA = LIMITS OF NO ACCESS
ACC = ACCESS PERMITTED
U/E = UTILITY EASEMENT



TULSA LAND SURVEYING LLC
1903 S. BOSTON AVE.
TULSA, OK 74119
(539) 664-5539
CA 6038
EXPIRES 6/30/2013



DATE PREPARED: MARCH 12, 2013
TLS NO. 13-028 - BIXBY CENTENNIAL