

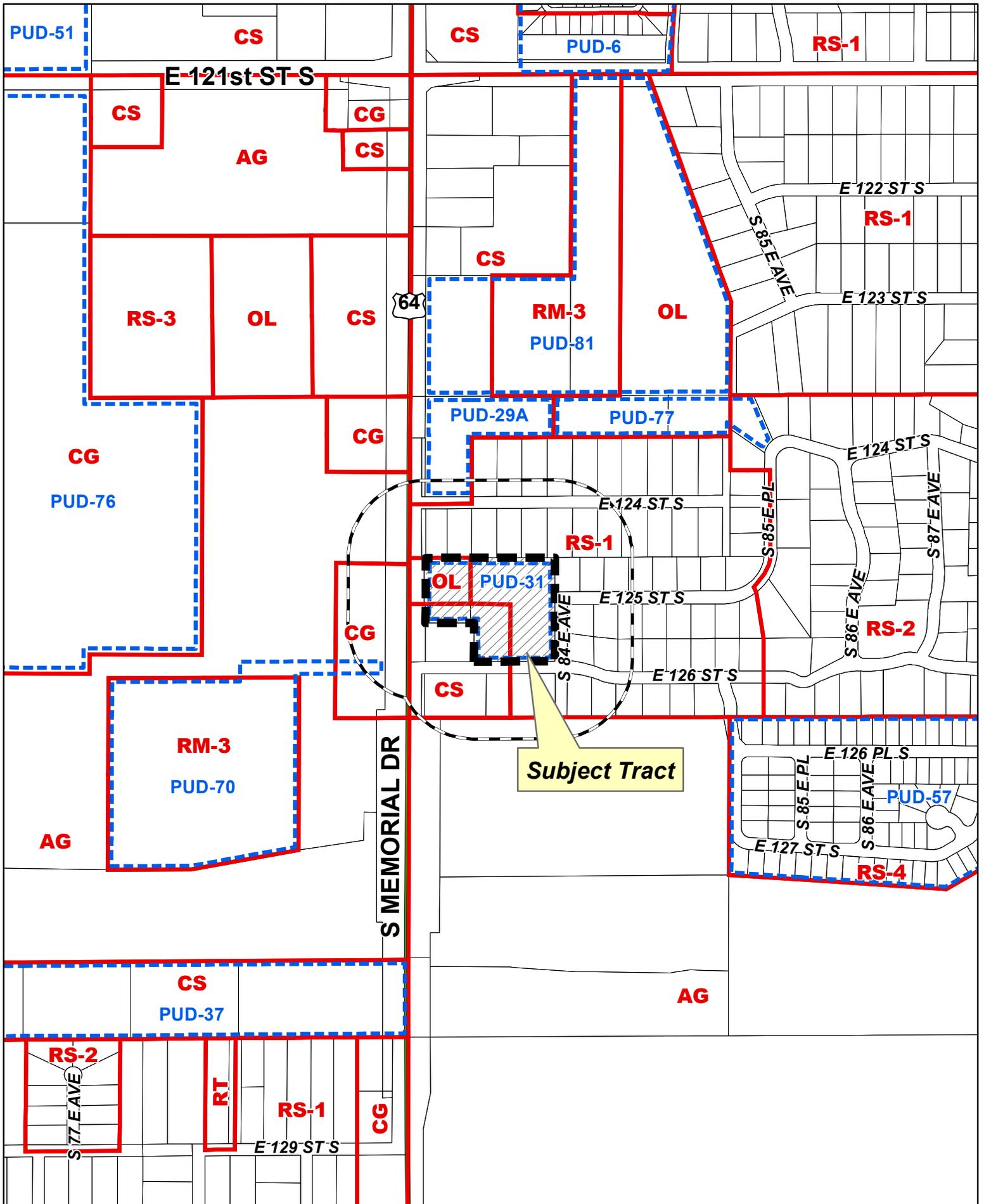
**AGENDA**  
**TECHNICAL ADVISORY COMMITTEE**  
**CONFERENCE ROOM**  
**DAWES BUILDING CITY OFFICES**  
**113 WEST DAWES AVE**  
**BIXBY, OK 74008**  
**May 07, 2014 – 10:00 AM**

1. Call to Order
2. **PUD 31-A – Bricktown Square – Sisemore Weisz & Associates, Inc.** Public Hearing, discussion, and review of a rezoning request for approval of Major Amendment # 1 to Planned Unit Development (PUD) # 31 for part of the SW/4 NW/4 of Section 01, T17N, R13E, with underlying zoning CS Commercial, OL Office, and RS-1 Residential.  
Property Located: 12409 S. Memorial Dr.
3. **PUD 6 – Major Amendment # 1 “Memorial Square” – JR Donelson, Inc.** Public Hearing, discussion, and review of a rezoning request for approval of Major Amendment # 1 to Planned Unit Development (PUD) # 6 (“South Memorial Duplexes”), to be renamed “Memorial Square,” with underlying zoning CS Commercial, RM-1 Residential-Multifamily, and RT Residential Townhouse.  
Property Located: All of *Memorial Square*; Northwest corner of 121<sup>st</sup> St. S. and 84<sup>th</sup> E. Ave.
4. **Preliminary Plat – “Somerset” – JR Donelson, Inc. (PUD 82).** Discussion and review of a Preliminary Plat and certain Modifications/Waivers for “Somerset” for 18 acres in part of the SW/4 of the SW/4 of Section 35, T18N, R13E.  
Property Located: 6905 E. 121<sup>st</sup> St. S. & 11803 and 11809 S. Sheridan Rd.
5. Old Business
6. New Business
7. Adjournment

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

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

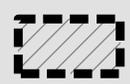
Time: \_\_\_\_\_



**Subject Tract**

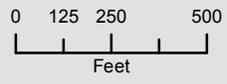


300' Radius



Subject Tract

**PUD-31-1**



01 17-13



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***BRICKTOWN SQUARE***

***Planned Unit Development***

***Major Amendment 31-A***

***April 16, 2014***

***Submitted to:***

***The City of Bixby, Oklahoma***

***for:***

***RYDER BRICK, INC.***

***14801 South Memorial Drive***

***Bixby, OK 74008***

***Prepared by:***

***SISEMORE WEISZ & ASSOCIATES, INC.***



***6111 East 32nd Place***

***Tulsa, OK 74135***

***Phone: (918) 665-3600***

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**PUD EXHIBITS:**

*Exhibit "A": Conceptual Site Plan Illustration*

*Exhibit "B": Development Area Plan*

*Exhibit "C": Conceptual Access and Circulation Plan*

*Exhibit "D": Landscape Requirement Illustration*

*Exhibit "E": Existing Topography Utilities, and Vegetation Analysis*

*Exhibit "F": Conceptual Utilities and Drainage Design*

*Exhibit "G": Area Zoning*

*Exhibit "H": Aerial Exhibit*

## **I. Development Concept**

In 2003 the original PUD of Bricktown Square was submitted and approved to be developed entirely for commercial use. Currently the revised PUD is proposing to split the property into two development areas. The development area adjacent to South Memorial Drive will maintain commercial use. However, the eastern portion of the site has been changed to a development for residential single family.

This alteration provides for a development that will be more compatible with the surrounding neighborhood and also still allows for the commercial development on South Memorial Drive. Buffer requirements and screening are utilized within the PUD standards to mitigate the impact of the commercial development.

This application is for approval of Major Amendment #1 to PUD 31, to be known and represented on the official Zoning Map as "PUD 31-A," and entirely replaces PUD 31 as originally approved.

## II. Development Standards

### A. Development Area A - Commercial

Gross Land Area: 1.64 acres 71,379 square feet  
 Net Land Area: 1.23 acres 53,743 square feet

Permitted Uses: The permitted uses shall be limited to the uses included within:  
 Use Unit 11; Offices and Studios,  
 Use Unit 13; Convenience Goods and Services,  
 Use Unit 14; Shopping Goods and Services, and the Trades,  
 The Trade and Service establishments from Use Unit 15; Other  
 Services, as listed in Appendix A  
 Neither outside sales nor storage will be permitted.  
 Restaurant building and tenant spaces are not permitted within  
 50' the north boundary of Development Area "A".

Prohibited Use: Sexually-Oriented Businesses

Maximum Floor Area: 16,123 sq. ft. (0.30 FAR)

Maximum Building Height: 1 story/25 feet

#### Minimum Building Setbacks:

From Memorial Drive right-of-way	50 feet
From North Boundary of Development Area 'A'	15 feet
From East Boundary of Development Area 'A'	15 feet
From South Boundary of Development Area 'A'	15 feet

Maximum Number of Lots 1

Parking Ratio: Off street parking shall be provided as specified in the applicable use units and in conformance with the requirements of chapter 9 of the zoning code. Maximum parking spaces for Development Area A to be determined at the time of Detail Site Plan approval.

Minimum Landscaped Area: 15% of the net land area of the Development Area

#### Landscape Buffer (East and North Boundaries of Development Area 'A')

In addition to standard landscape code requirements a landscape buffer shall be established as follows:

North Boundary (199 Linear Feet)	
Minimum Width	10 feet
Minimum Landscaping	
1 Tree Per 20 Linear Feet Of Northern Boundary* (10 Trees Total)	
East Boundary (270 Linear Feet)	
Minimum Width	8 feet
Minimum Landscaping	
1 Tree Per 20 Linear Feet Of Eastern Boundary* (14 Trees Total)	

\*Minimum of 75% of required buffer trees shall be evergreen.

*Development Area A - Commercial continued*

**Building Design Standards:**

The buildings shall be constructed in substantial accordance with the Corridor Appearance District. The developer anticipates the use of masonry exterior walls consistent with the development standards of the Zoning Code Section 11-7G-5. Parapet walls will screen mechanical units on the top of the building from neighboring residences to the east and north.

**Lighting:**

Parking area lighting shall be a maximum height of 18 feet and limited to shielded fixtures designed to direct light downward and away from residential properties. At the time of Detail Site Plan Submittal, a photometric plan prepared by a lighting professional shall be submitted. The Lighting Plan shall demonstrate that lighting from the Development Area "A" shall be reduced to 0.0 along all property lines shared with an R district or residential development area as measured in foot-candles.

**Signs:**

Two aggregate signs, in accordance with the Bixby Zoning Code, for the proposed center will be constructed as shown on the Concept Site Plan. Each sign shall be limited to 25 feet in height and 150 square feet of surface area per side, according to Code. Wall signs may be used on the west-facing wall based on the 2 squared feet per lineal foot of wall. Wall signs will be uniform and consistent in size and configuration throughout the project and an integral part of the architectural design.

## II. Development Standards

### B. Development Area B - Residential

Gross Land Area:	3.68 acres	160,357 square feet
Net Land Area:	3.31 acres	144,281 square feet

Permitted Uses: Those uses included as a matter of right in the RS-1 Zoning District, including Use Unit 6, Single Family Dwellings, including customary accessory uses.

Maximum Number of Dwelling Units / Lots: 10\*

Minimum Land Area per Dwelling Unit: 16,000 square feet

Minimum Lot Area: 12,300 Square Feet

Minimum Lot Width (measured at Building Setback Line for cul-de-sac lots):

Cul-de-sac Lot	40 feet
Other Lots	75 feet

Maximum Building Height: 2 Stories, 40 Feet

Minimum Livability Space per Dwelling Unit: 7,000 Square Feet

#### Minimum Yards

Front Yard	25 Feet
One Side Yard	10 Feet
Other Side Yard	5 Feet
Rear Yard	20 Feet

*\*Maximum single-family dwelling units / lots are derived as follows:*

1. The existing "RS-1" zoned land area within PUD is 123,526 SF, and the minimum land area required for "RS-1" zoned lots per the Bixby zoning code is 16,000 SF. Thus, a total of 7.72 dwelling units / lots are allowed for the "RS-1" zoned portion of the PUD ( $123,526 \text{ SF} / 16,000 \text{ SF} = 7.72$ ).
2. To gain additional single-family dwelling units within Development Area "B", the 51,239 SF "OL" zoned land area portion of the PUD may be converted / allotted to "RS-1" single-family use. Thus, a total additional allowance of 3.20 dwelling units / lots are allowed for the "RS-1" zoned portion of the PUD ( $51,239 \text{ SF} / 16,000 \text{ SF} = 3.20$ ).
3. In combining the resulting number of single-family dwelling units / lots, as described above, a total of 10.92 dwelling unit / lots are allowed under Development Area "B".

### **III. ACCESS AND CIRCULATION**

The commercial property of Development Area A will have direct vehicular access to South Memorial Drive. In addition, a public sidewalk will be constructed along the South Memorial Drive frontage within the right-of-way at the time that Development Area 'A' is developed.

The sidewalks will be installed in Development Area 'B' within the lots fronting East 126th Street South, South 84th East Avenue and East 125 Street South. A sidewalk easement will be platted to accommodate the new sidewalks within Development Area 'B'.

Sidewalks shall be constructed in accordance with the Bixby Subdivision Regulations. Sidewalks shall be a minimum of four (4) feet in width, shall be ADA compliant, and shall be approved by the City Engineer.

In the residential property of Development Area B, many of the proposed lots will have access to the existing public streets of South 84th East Avenue and East 126th Street South. Public access to the proposed cul-de-sac lots will be provided by the extension of 12th Street South as a new public street.

Vehicular Paving used for circulation within the dedicated right-of-way will be approved by the City Engineer. The proposed access points to South Memorial Drive will require the City Engineer and ODOT approval.

All commercial development will require the Fire Marshal's approval of drive locations, spacing, widths and curb return radii.

Limits of no access will be platted along South Memorial Drive except for access points.

### **IV. LANDSCAPE, SCREENING AND OPEN SPACE**

In addition to meeting or exceeding the minimum landscape requirements of the zoning code such as the tree planting requirements of the Street Yard and Setback Areas, and as established under the PUD Major Amendment, a landscape buffer will be developed on the north and east boundaries of Development Area A. This buffer will protect against adverse impact between the uses of abutting residential and non residential development areas.

In addition to the additional landscape buffer, a 6' opaque screen fence shall be constructed on the north and east boundaries of Development Area 'A'.

### **V. TOPOGRAPHY, UTILITIES AND PUBLIC SERVICE**

The property is relatively flat with a very gentle slope to the east. South Memorial Drive is 3 feet higher than the site.

Most of the subject property is designated as Zone X shaded according to the FEMA Insurance Rate Map. This means the property is within the 500 year flood and there are no development restrictions in regard to flood plain.

There is an existing public storm inlet adjacent to South Memorial Drive. It is necessary that all storm water possible be directed to that inlet. However, existing utilities directly east of the inlet conflict with any possible underground storm sewer extension be used to collect storm sewer water. Therefore, storm water will be directed to the inlet via over land flow including the use of grassed and paved swales. It will be necessary to raise the level of the property significantly to accomplish positive drainage flow to the west. Overland drainage easements will be platted as necessary. Fees will be paid in lieu of detention. All storm water design will be approved by the city engineer.

There is a 12" water line on the east side of South Memorial Drive that will serve the commercial property of Development Area A. The residential Development Area B has the 6" water line on the south side of East 126th Street South. There is also an existing 6" water line on the east side of South 84th East Avenue. These lines shall serve the proposed residential lots that front those right-of-ways. In addition, a

water main line extension will be constructed adjacent to the proposed public street within Development Area B.

There are existing sanitary service lines to the north of the development. In addition there is a north south line that exists roughly at the west boundary line of Development Area B. These existing lines will serve Development Area A and the adjacent residential lots of Development Area B. A sanitary sewer line extension will be necessary to serve the residential lots not adjacent to the existing lines.

## **VI. SOILS ANALYSIS**

The existing soils on site are designated as Wynona silty clay loam according to Tulsa County Soil Survey by the Soil Conservation Service. This soil type is poorly drained and has a low permeability. The soil has a moderate shrink-potential and is in the hydrologic group C.

## **VII. APPLICABLE STANDARDS**

The development on the site shall be in accordance with the standards as set forth in this PUD. If such a standard is not stated in this PUD document, the development will meet applicable standards of the underlying zoning district and the ordinances of the City of Bixby.

The Standard Requirements of the City of Bixby Fire Marshal, City Engineer, and City Attorney shall be met as a condition of approval.

## **VIII. PLATTING REQUIREMENTS**

As part of the 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 in the Tulsa County Clerk's office.. The required subdivision plat shall included covenants of record implementing the development standards of the approved PUD as amended, and the City of Bixby shall be a beneficiary thereof.

## **IX. PUD DETAIL PLANS REVIEW**

Prior to construction of any new building structure within the planned unit development area, a PUD Detail Site Plan shall be submitted to and approved by the City of Bixby. Prior to the issuance of a certificate of occupancy for any new buildings within the planned unit development, a PUD Detail Landscape Plan shall be submitted to and approved by the city. Additionally, prior to the issuance of such certificate of occupancy, written certification must be submitted to the city from an architect, landscape architect, or engineer authorized to do business in the State of Oklahoma, or the owner of the property, stating that landscaping has been installed in accordance with the approved landscaping plan. Prior to or within one hundred twenty (120) days following the issuance of a certificate of occupancy permit, written certification must be submitted to the city from an architect, landscape architect, or engineer authorized to do business in the State of Oklahoma, or the owner of the property, stating that all trees have been installed, in accordance with the approved landscaping plan.

## **X. ANTICIPATED DEVELOPMENT SCHEDULE**

The final zoning, platting, and construction plan approvals and permits are anticipated to be complete by Fall 2014. Construction of necessary public utilities are expected to be concluded by approximately December 2015.

**XI. PUD 31-A MAJOR AMENDMENT LEGAL DESCRIPTION**

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

BEGINNING AT A POINT 235 FEET NORTH AND 64.45 FEET EAST OF THE SOUTHWEST CORNER OF SAID SW/4 NW/4; THENCE EAST 535.55 FEET; THENCE NORTH 425 FEET; THENCE WEST 351 FEET; THENCE SOUTH 186 FEET; THENCE WEST 184.55 FEET; THENCE SOUTH 239 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 235 FEET NORTH AND 64.45 FEET EAST OF THE SOUTHWEST CORNER OF SAID SW/4 NW/4; THENCE EAST 200 FEET; THENCE NORTH 160 FEET; THENCE WEST 200 FEET; THENCE SOUTH 160 FEET TO THE POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (S/2 SW/4 NW/4) OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; THENCE EAST TWO HUNDRED FORTY-NINE (249) FEET; THENCE SOUTH ONE HUNDRED EIGHTY-SIX (186) FEET; THENCE WEST TWO HUNDRED FORTY-NINE (249) FEET; THENCE NORTH ONE HUNDRED EIGHTY-SIX (186) FEET TO THE POINT OF BEGINNING.

Appendix A

**11-9-15: USE UNIT 15 OTHER TRADES AND SERVICES - Possible Uses**

**Trade Establishments, including incidental fabricating an installation**

- Carpeting Decorating
- General Merchandising Establishment
- Glass
- Green house, retail sales
- Heating Equipment
- Monument, excluding shaping
- Plastic Materials
- Plumbing Shop, parts
- Printing and Publishing
- Reproduction Services
- Vending Machine, sales and services

**Service Establishments - Office/Warehouse/Showroom**

- Building Services
- Disinfecting and exterminating services
- Janitorial service
- Window cleaning

**Other Services:**

- Dry Cleaning /Laundry

**Personal Service:**

- Bindery
- Cabinet Maker
- Drapery Service
- Linen Supply
- Packing and Crating of Household and other similar goods
- Rug Cleaning

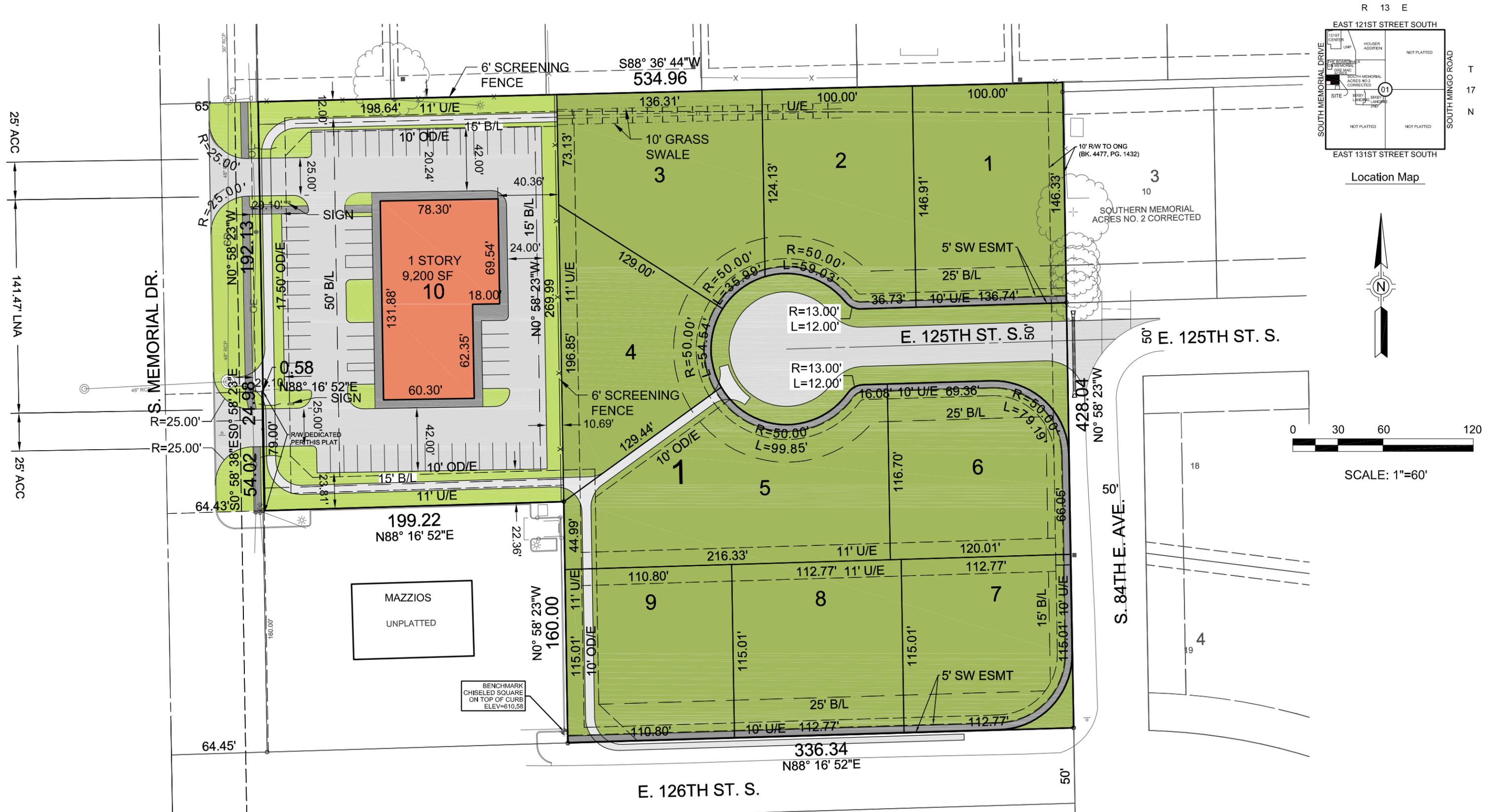
**Repair Service:**

- Armature Rewinding Service
- Business Machine Repair
- Computer Repair
- Data Processing Machine Repair
- Electrical Repair Service
- Furniture
- Household Appliances
- Mattress and Pillow
- Reupholster
- Rug Repair

**Schools:**

- Barber
- Beauty
- Trade

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NOTE: COMMERCIAL BUILDING SITE DESIGN IS CONCEPTUAL IN NATURE AND SUBJECT TO REVISIONS AND CITY APPROVALS.

## Bricktown Square

### PUD Major Amendment 31-A Conceptual Site Plan Illustration EXHIBIT 'A'

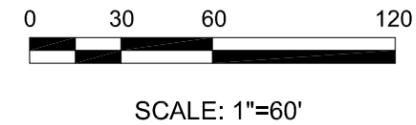
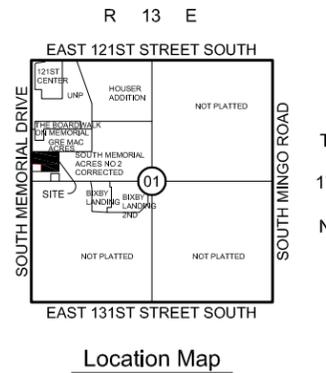
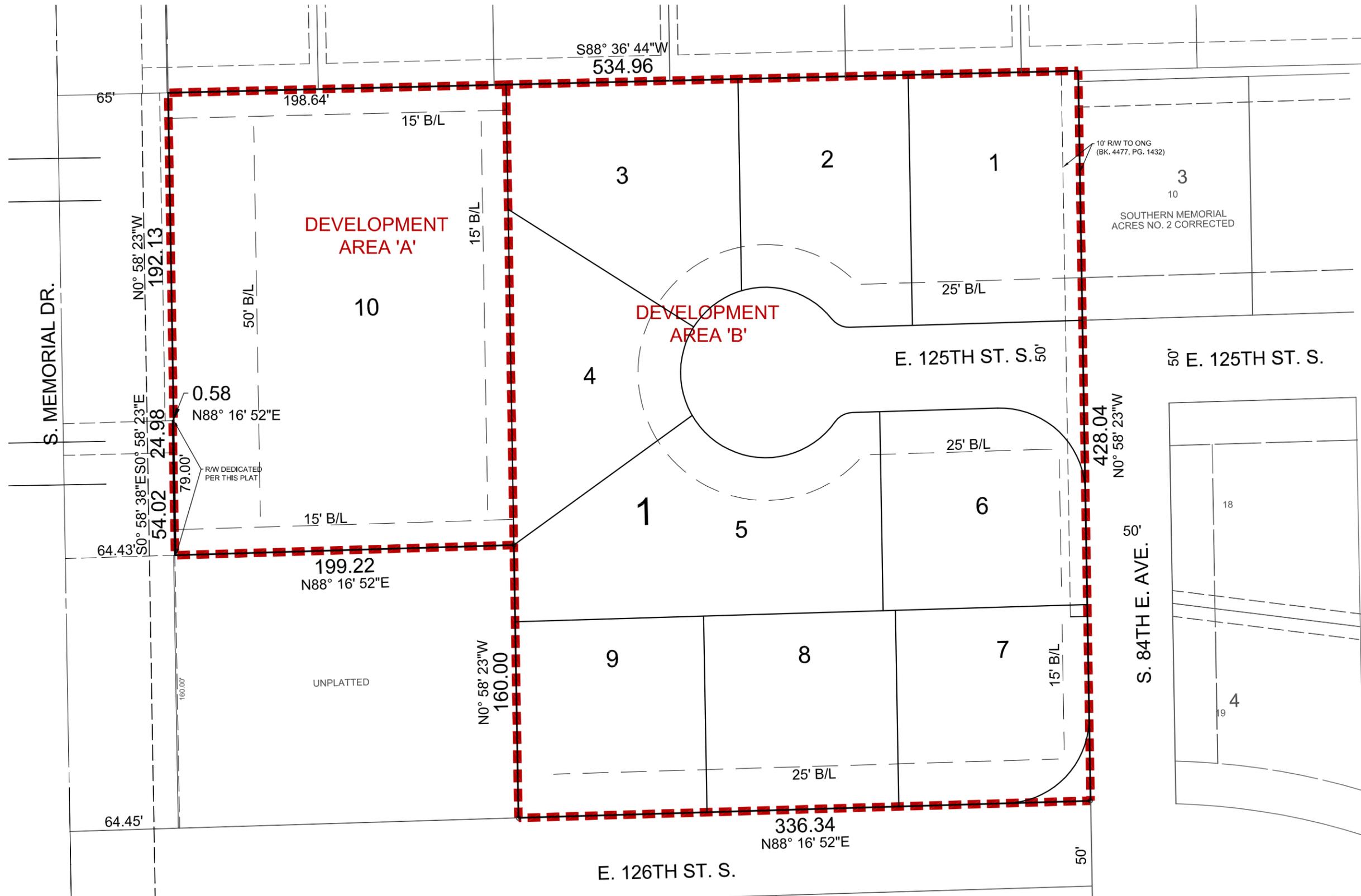


**Sisemore Weisz & Associates, Inc.**

6111 EAST 32nd PLACE  
TULSA, OKLAHOMA 74135  
C.A. NO. 2421

PHONE: (918) 665-3600  
FAX: (918) 665-8668  
EXP. DATE 6/30/15

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## Bricktown Square

PUD Major Amendment 31-A  
Development Area Plan  
EXHIBIT 'B'

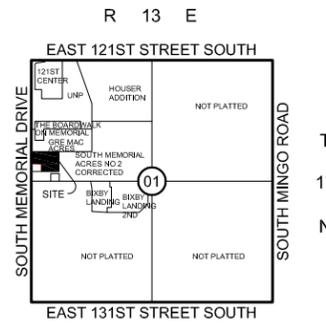
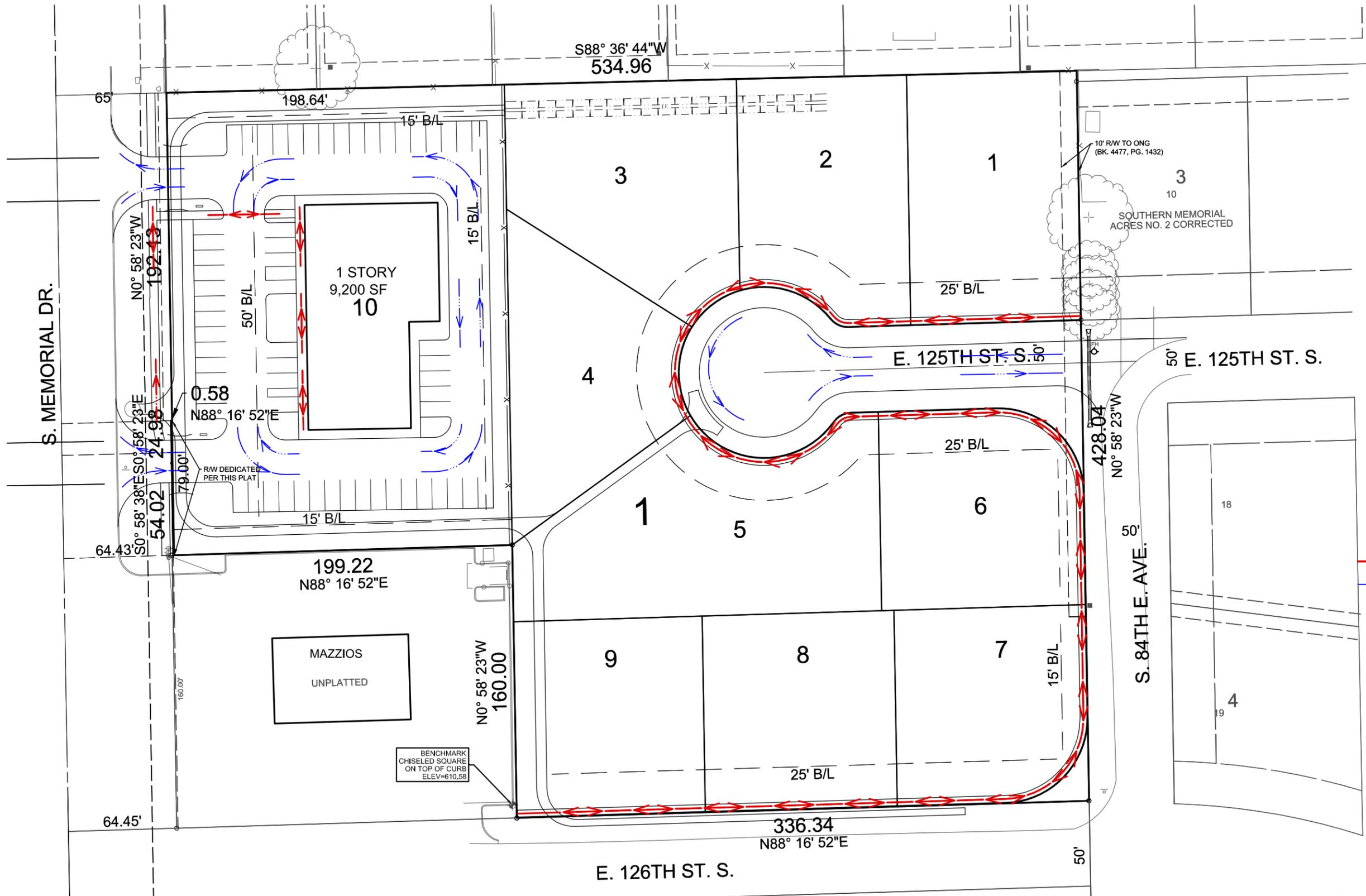


**Sisemore Weisz & Associates, Inc.**

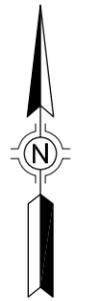
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EXP. DATE 6/30/15

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Location Map



SCALE: 1"=60'

LEGEND

- SIDEWALK CIRCULATION
- VEHICULAR CIRCULATION

# Bricktown Square

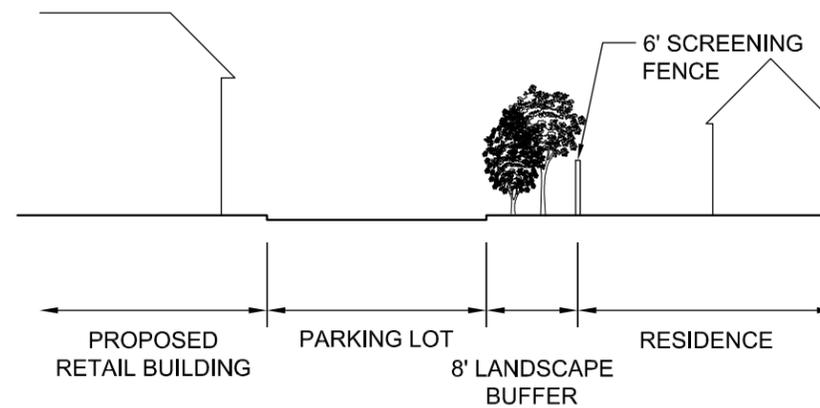
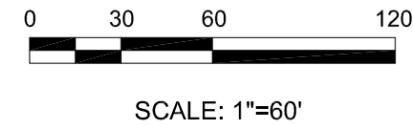
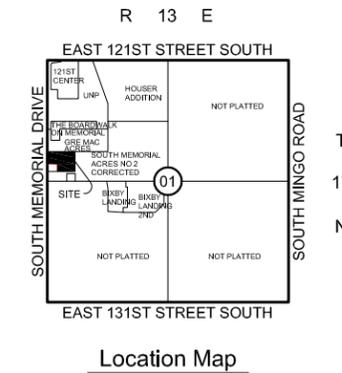
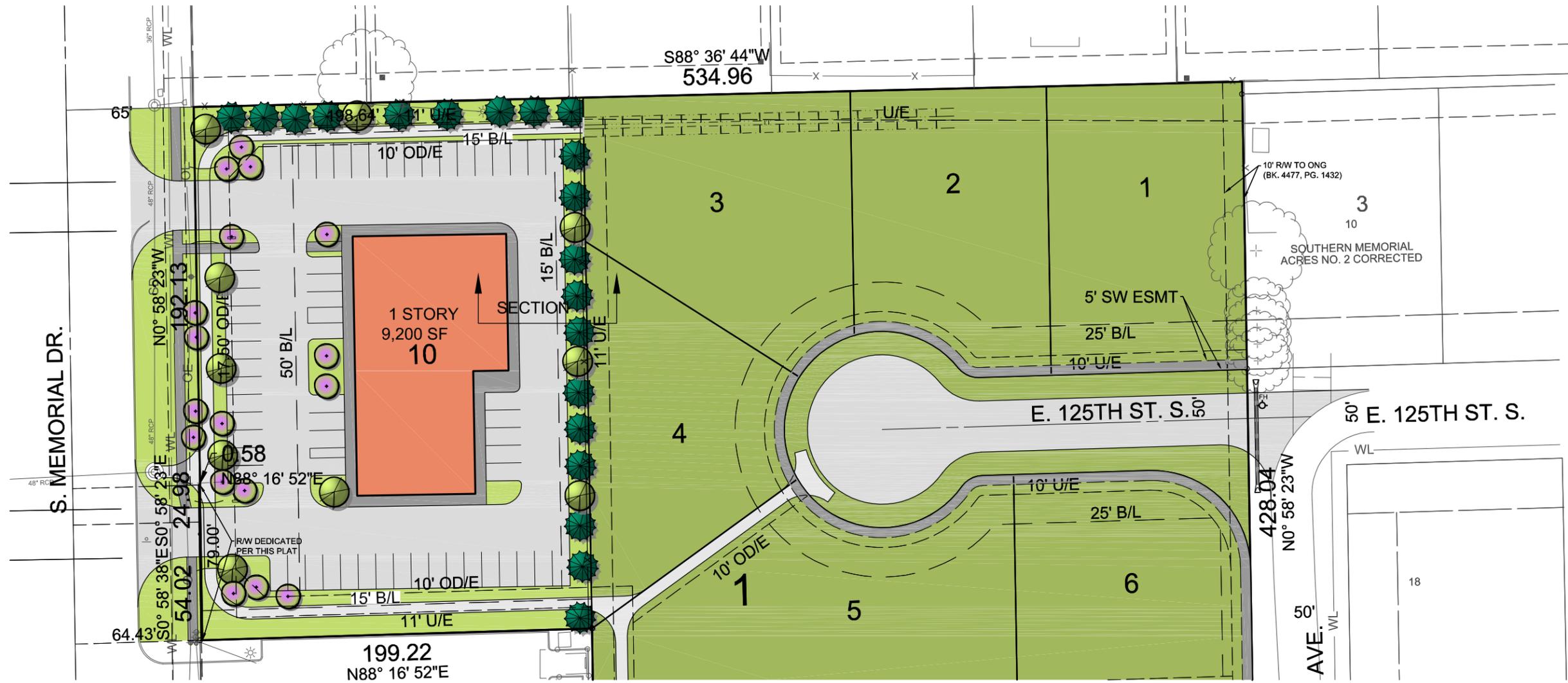
## PUD Major Amendment 31-A Conceptual Access and Circulation Plan EXHIBIT 'C'



**Sisemore Weisz & Associates, Inc.**

6111 EAST 32nd PLACE      PHONE: (918) 665-3600  
 TULSA, OKLAHOMA 74135      FAX: (918) 665-8668  
 C.A. NO. 2421      EXP. DATE 6/30/15

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Typical Section



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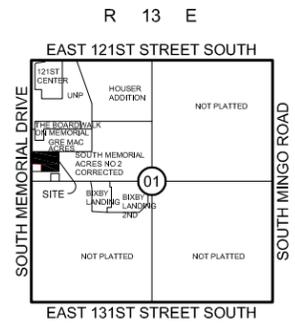
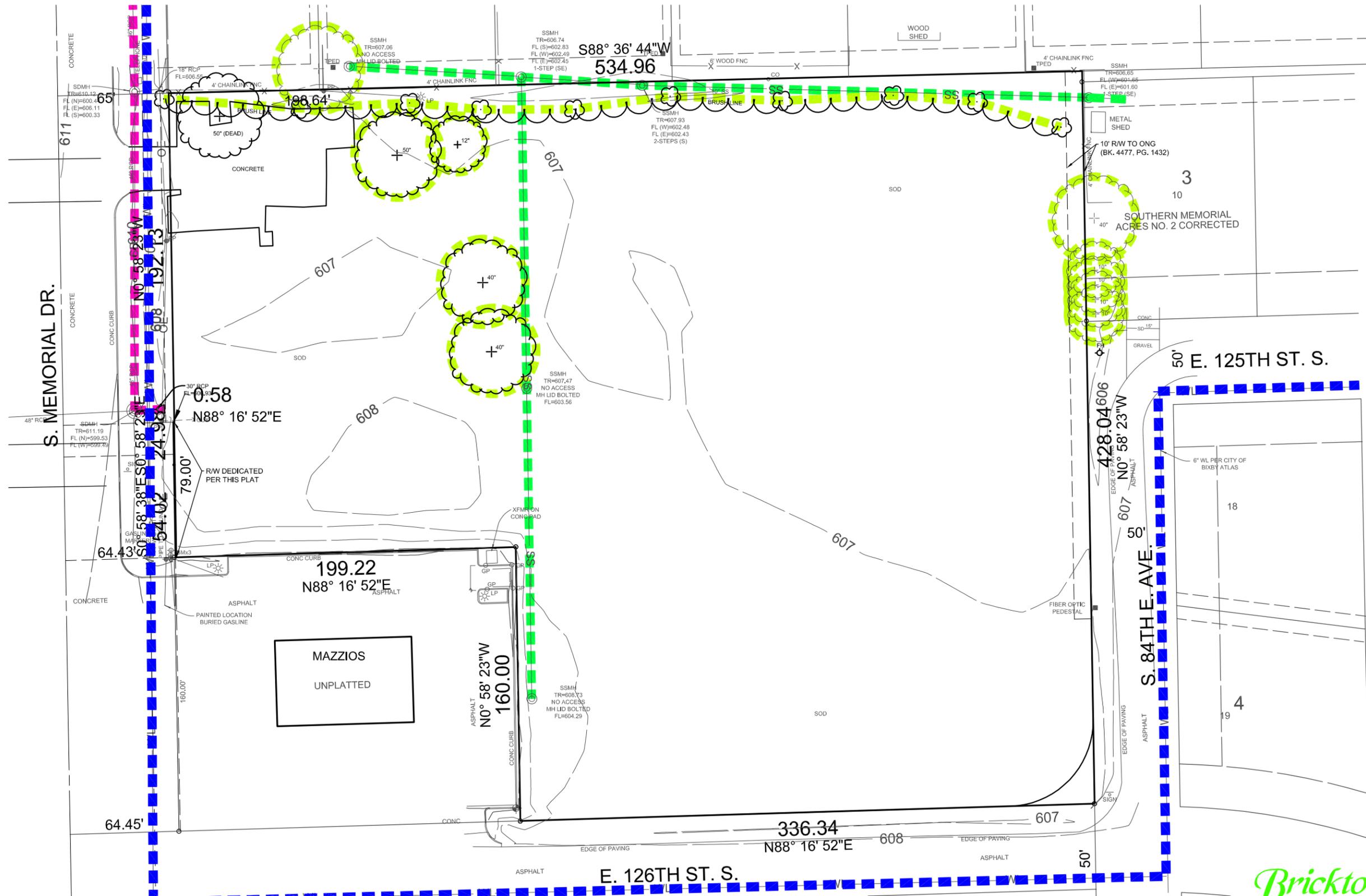
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EXP. DATE 6/30/15

*Bricktown Square*

PUD Major Amendment 31-A  
Landscape Requirement Illustration  
EXHIBIT 'D'

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Location Map



SCALE: 1"=60'

LEGEND

- SANITARY SEWER
- STORM SEWER
- WATER LINE
- TREE / VEGETATION

*Bricktown Square*

PUD Major Amendment 31-A  
 Existing Topo, Utilities  
 and Vegetation Analysis  
**EXHIBIT 'E'**

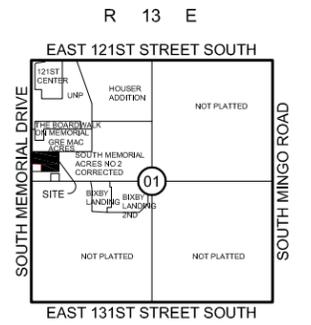
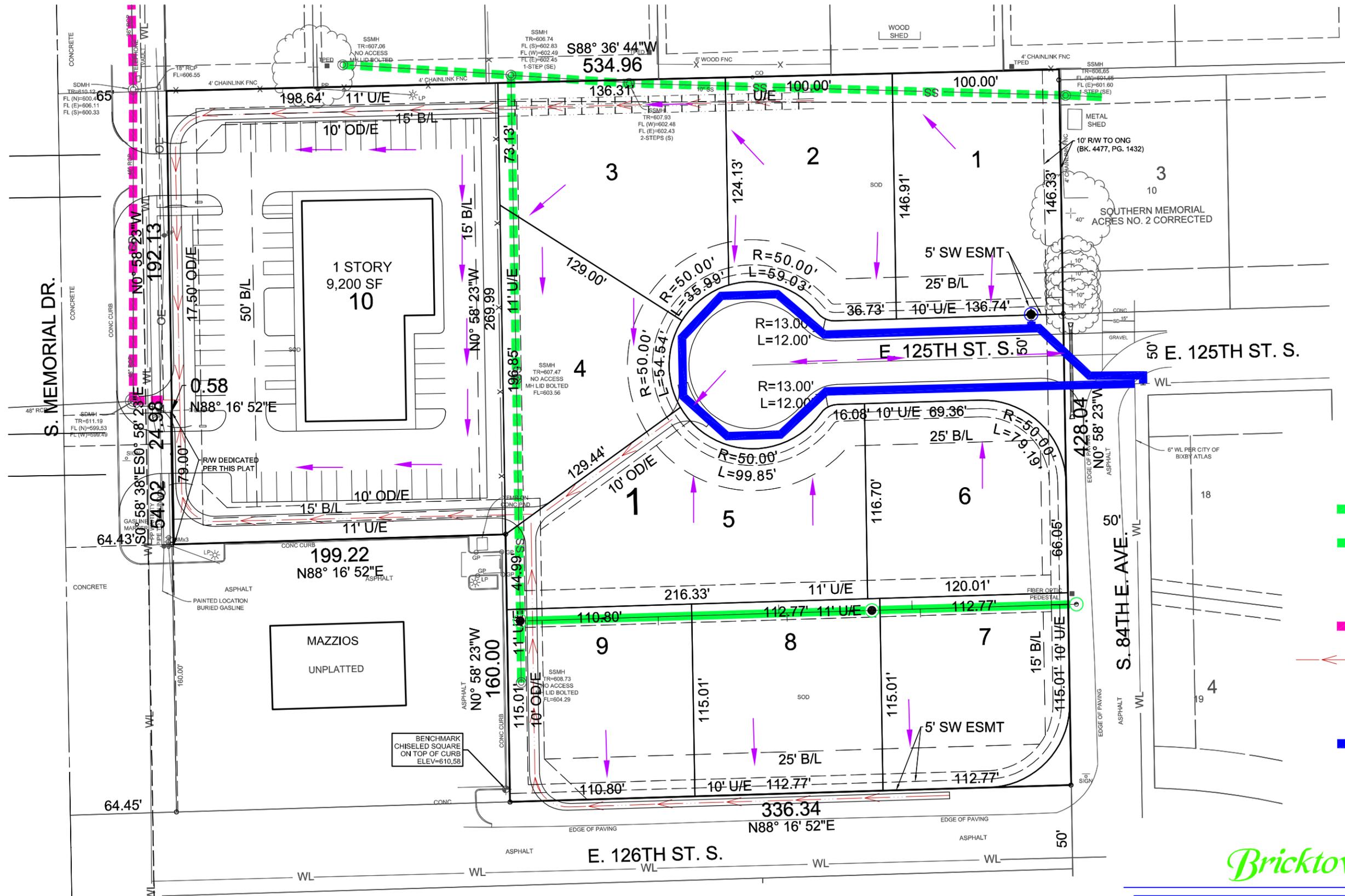


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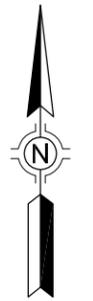
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 TULSA, OKLAHOMA 74135  
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PHONE: (918) 665-3600  
 FAX: (918) 665-8668  
 EXP. DATE 6/30/15

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Location Map



SCALE: 1"=60'

LEGEND

- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER / SWALES
- EXISTING WATER
- PROPOSED WATER
- PROPOSED FIRE HYDRANT
- OVERLAND FLOW DRAINAGE

*Bricktown Square*

PUD Major Amendment 31-A  
 Conceptual Proposed Utilities  
 and Drainage Design  
 EXHIBIT 'F'



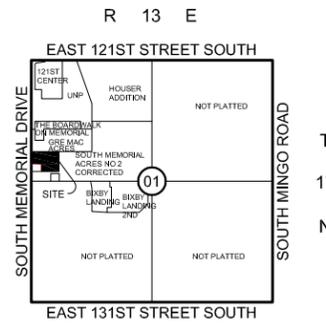
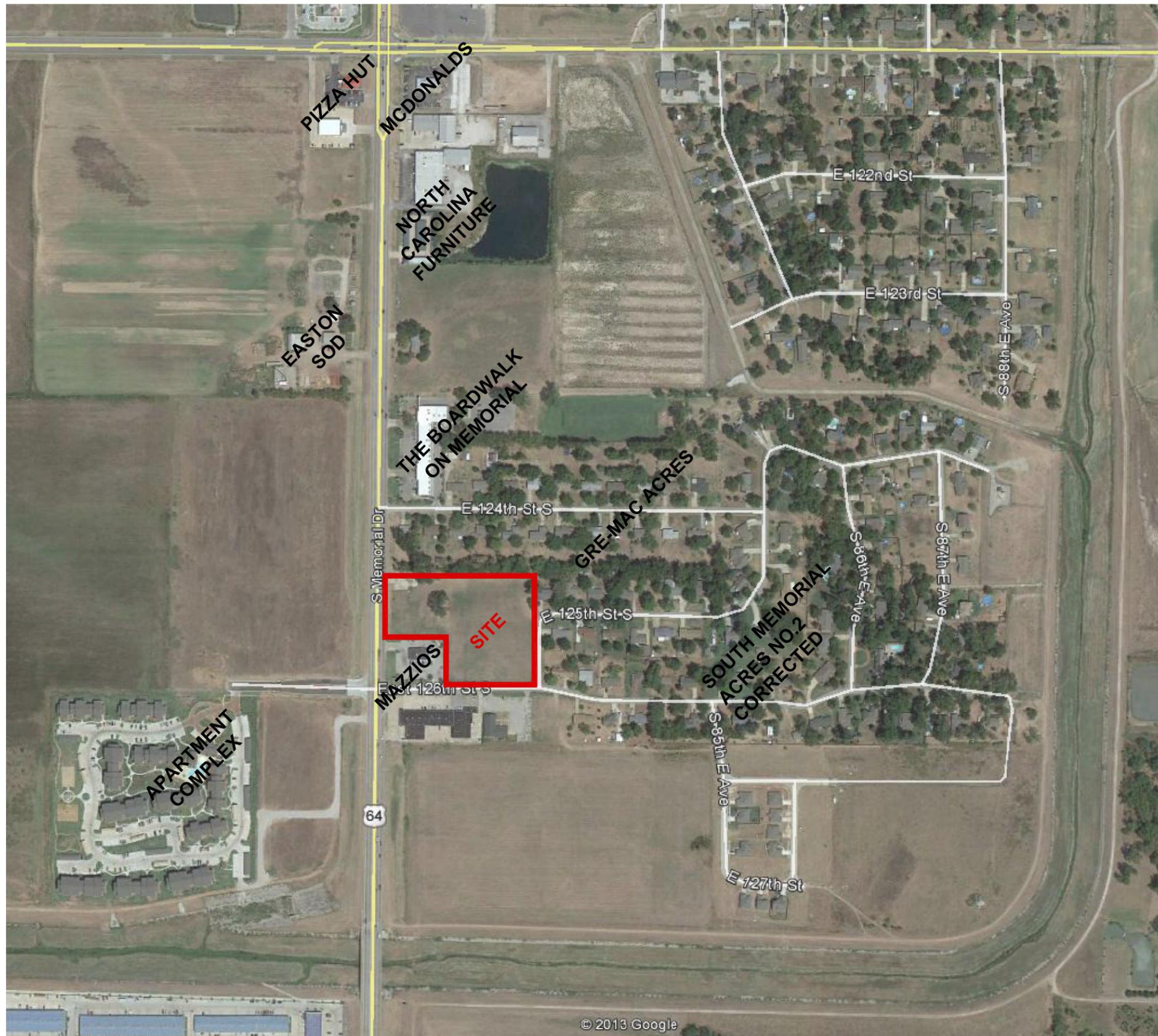
**Sisemore Weisz & Associates, Inc.**

6111 EAST 32nd PLACE  
 TULSA, OKLAHOMA 74135  
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PHONE: (918) 665-3600  
 FAX: (918) 665-8668  
 EXP. DATE 6/30/15



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Location Map

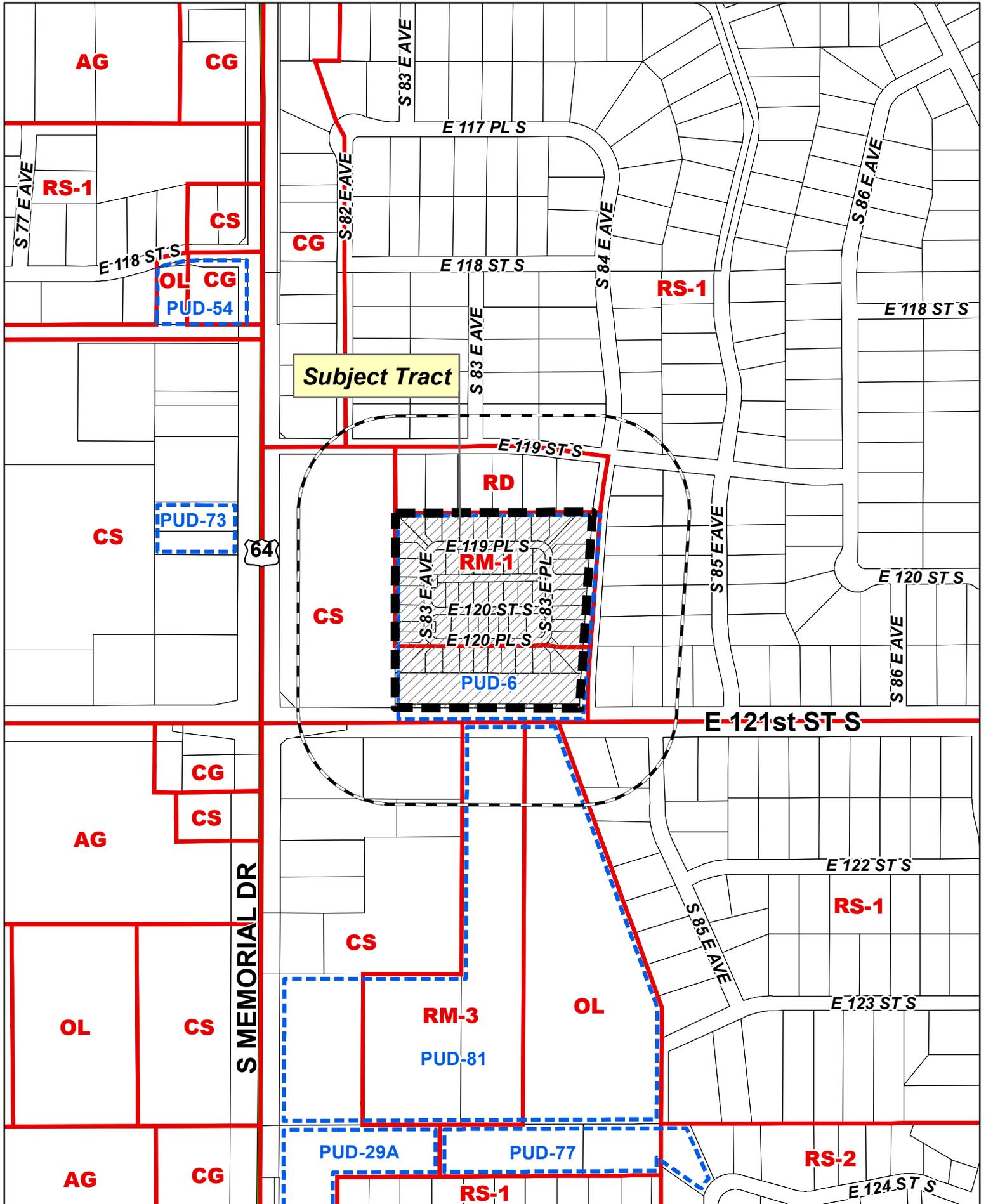


## Bricktown Square

PUD Major Amendment 31-A  
Aerial Exhibit  
EXHIBIT 'H'



**Sisemore Weisz & Associates, Inc.**  
 6111 EAST 32nd PLACE      PHONE: (918) 665-3600  
 TULSA, OKLAHOMA 74135      FAX: (918) 665-8668  
 C.A. NO. 2421      EXP. DATE 6/30/15



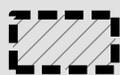
**Subject Tract**

64

**S MEMORIAL DR**

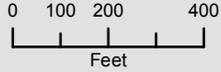


300' Radius



Subject Tract

**PUD-6-1**



36 18-13



**MEMORIAL SQUARE**  
**Bixby, Oklahoma**  
**PLANNED UNIT DEVELOPMENT NO. 6**  
**MAJOR AMENDMENT NO. 1**

April 11, 2014

Prepared by:  
JR Donelson, Inc.  
12820 So. Memorial Dr., Office 100  
Bixby, Oklahoma 74008  
918-394-3030  
email: jrdon@tulsacoxmail.com

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**MEMORIAL SQUARE**  
Planned Unit Development No. 6  
**DEVELOPMENT CONCEPT**

Site Description and Location. Memorial Square , PUD 6 was approved by the Bixby Planning Commission in 1983. The project is located east and north of the intersection of East 121<sup>st</sup> Street South and South Memorial Drive. The original PUD No. 6 consisted of 5 blocks and had 60 units proposed on the 9.43 acres. Twenty units were constructed in the platted subdivision Memorial Square, an addition to the City of Bixby, according to plat number 4511.

The Major Amendment is planned as residential townhouse development. The amendment will create 40 additional single residential townhouse dwellings. The area included in this planned unit development (PUD) is located in the SW/4 of Section 36, T-18-N, R-13-E, Tulsa County, State of Oklahoma. Memorial Square will be re-platted, reflecting the new lot configuration of Development Area C. Exhibit "A", is a Concept Illustration of the Site, including a Location Map insert.

Existing site zoning. Memorial Square is presently zoned "RM-1" and "CS".

Summary of the Development Areas in the Major Amendment to the PUD. This Major Amendment to Memorial Square will create three development areas. Block 3 and Lots 1 and 2, Block 5 will be Development Area "B", Reserve A will be Development Area A and Block 1, 2, 4 and lots 3 thru 8 Block 5 will be Development Area C. The zoning will remain the same for Development Areas A and B. Development Area C will be re-zoned to "RT", Residential Townhouse District and will be referred to as "The Gardens at Memorial Square". The legal descriptions for each development area are provided in Exhibit C.

Features of the Site Area. The existing units located in Block 3, and Lots 1 and 2, Block 5, Memorial Square have been remodeled and will remain in place. There is a retail shopping center located west of this site and duplexes to the north of this site in Southern Memorial Acres Extended. There are single family residences east of South 84<sup>th</sup> E. Ave.

Soil Analysis

The soil type for the project is: Osage silty clay.

**Memorial Square**  
Planned Unit Development No. 6

**DEVELOPMENT STANDARDS**

DEVELOPMENT AREA A. Area platted in Memorial Square as Reserve "A" and Lots 5 thru 16, Block 3.

GROSS LAND AREA:

Gross:	2.9 acres	126,324 sf
Maximum Intensity of Use:		12 dwelling units
Existing number of units:		10 dwelling units

Residential density in "CS" district 14,140 sf, 11%

PERMITTED USES:

Proposed Underlying Zoning District: "CS"  
Uses to include all Use Units of the City of Bixby Zoning Code permitted by right within the "CS" zoning district.

MAX BUILDING STORIES	2
LOT WIDTH (min.ft.)	PER BULK AND AREA REQ'D

MINIMUM BUILDING SETBACKS (YARD REQUIREMENTS):

Front yard abutting a public street	50 feet
Side yard	PER BULK AND AREA REQ'D.
Rear Yards (min.ft.)	PER BULK AND AREA REQ'D.
Side yards (min.ft.)	PER BULK AND AREA REQ'D.

MAXIMUM BUILDING HEIGHT	40 feet
Other Bulk and Area Requirements	As provided within an CS District

MASONRY requirement (min.sq.ft.)	100% of the building elevation surface facing 121 <sup>st</sup> Street South excluding elevation doors and windows.
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**Memorial Square**  
Planned Unit Development No. 6

DEVELOPMENT AREA C

GROSS LAND AREA:

Gross:	4.00 acres	174,240 sf
Intensity of Use:		40 Lots

PERMITTED USES:

Proposed Underlying Zoning District: "RT"  
Uses to include all Use Units of the City of Bixby Zoning Code permitted by right within the "RT" zoning district.

MAX BUILDING STORIES	2
LOT WIDTH (min.ft.)	30 feet
LOT AREA (min.sq.ft.)	2,600 s.f.
LAND AREA PER D.U. (min.sq.ft.)	4,356 s.f.
LIVABILITY PER D.U. (min.sq.ft.)	1,000 s.f.

MINIMUM BUILDING SETBACKS (YARD REQUIREMENTS):

Front yard abutting a public street	17 feet
Side yard abutting a public street	5 feet
Rear Yards (min.ft.)	10 feet
Side yards (min.ft.)	0 feet each side

MAXIMUM BUILDING HEIGHT	40 feet
Other Bulk and Area Requirements	As provided within an RT District
Off-Street parking	Within each lot a minimum of 1 Space shall be provided.

**Memorial Square**  
Planned Unit Development No. 6

LANDSCAPED AREA AND VISUAL SCREENING:

- (1) An existing wooden privacy fence exists along the south side of Block 3 and will remain in place. A six foot wooden privacy fence will be installed along the north and east property lines.

STANDARD REQUIREMENTS:

- (1) The Standard Requirements of the City of Bixby Fire Marshall, City Engineer, and City Attorney shall be met as a condition of approval.

ACCESS AND CIRCULATION:

- (1) The paved streets in this PUD will be private and are presently in place.

UTILITIES and DRAINAGE:

- (1) Site utilities are installed and available. Exhibit C shows the existing site utilities.

PLATTING REQUIREMENT:

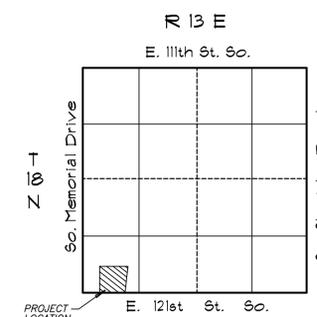
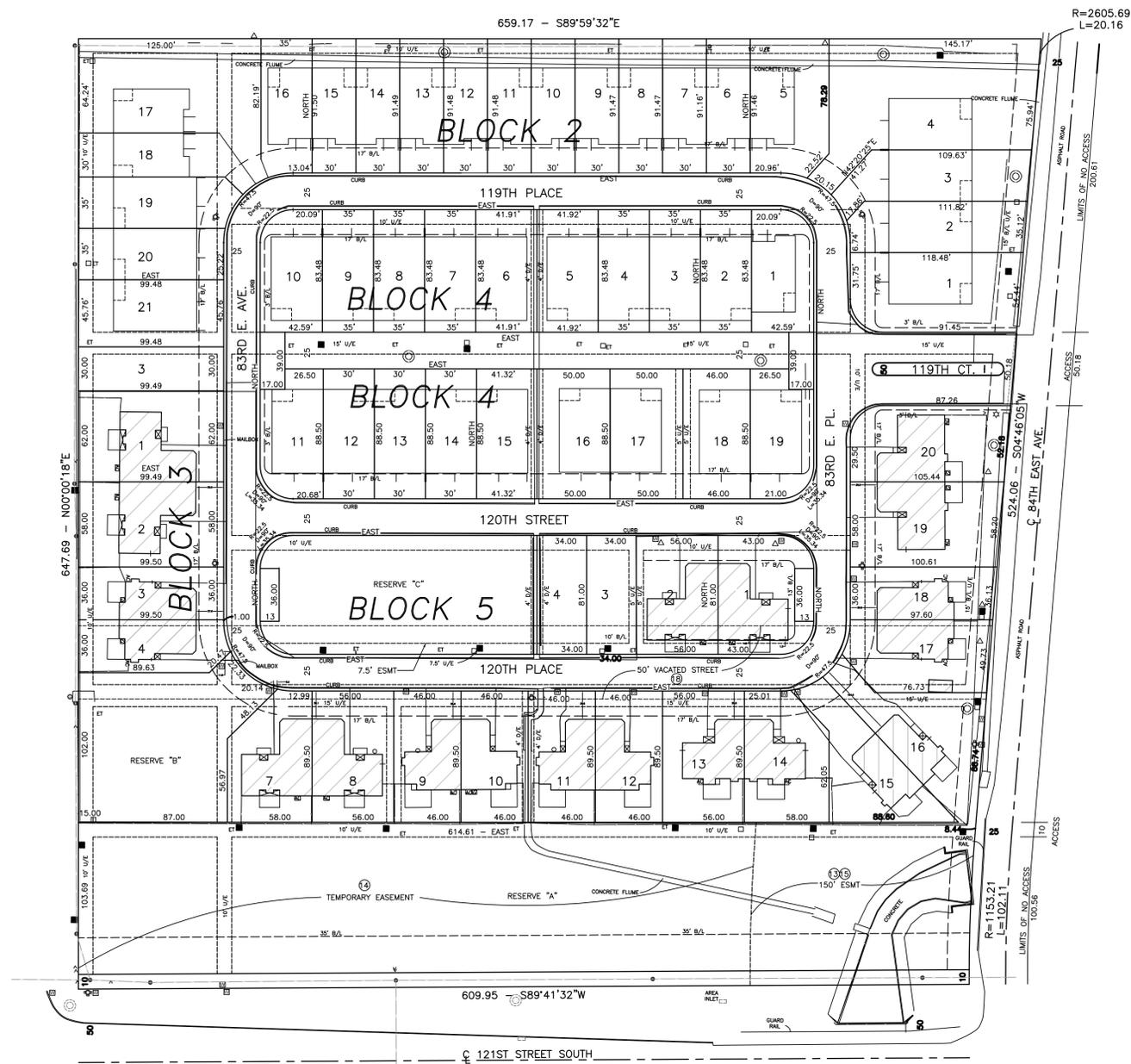
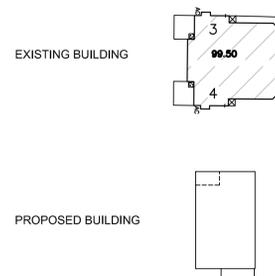
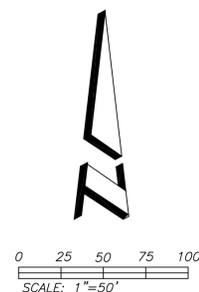
- (1) Memorial Square, plat no.4511 will be re-platted. The subdivision plat will be presented before the Bixby Planning Commission and Bixby City Council for approval.

SCHEDULE OF DEVELOPMENT:

- (1) Development of the project is expected to commence within 3 months and to be completed as market conditions permit.

The foregoing PUD Text shall control in the event of any conflict between the terms of the PUD Text and the exhibits. Therefore, all exhibits shall be deemed to be modified as necessary to comply with the terms of the PUD text and with the requirements of the Bixby City Council.

# CONCEPT SITE PLAN MAJOR AMENDMENT PUD 6



SECTION 36  
LOCATION MAP  
SCALE: 1"= 2000'

EXHIBIT A  
CONCEPT SITE PLAN

# DEVELOPMENT AREAS MAJOR AMENDMENT PUD 6

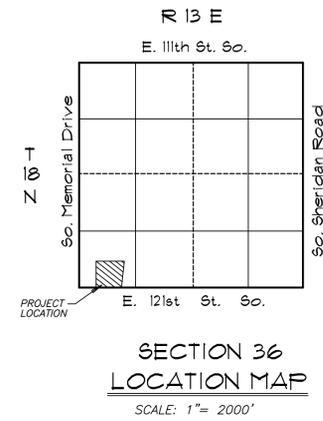
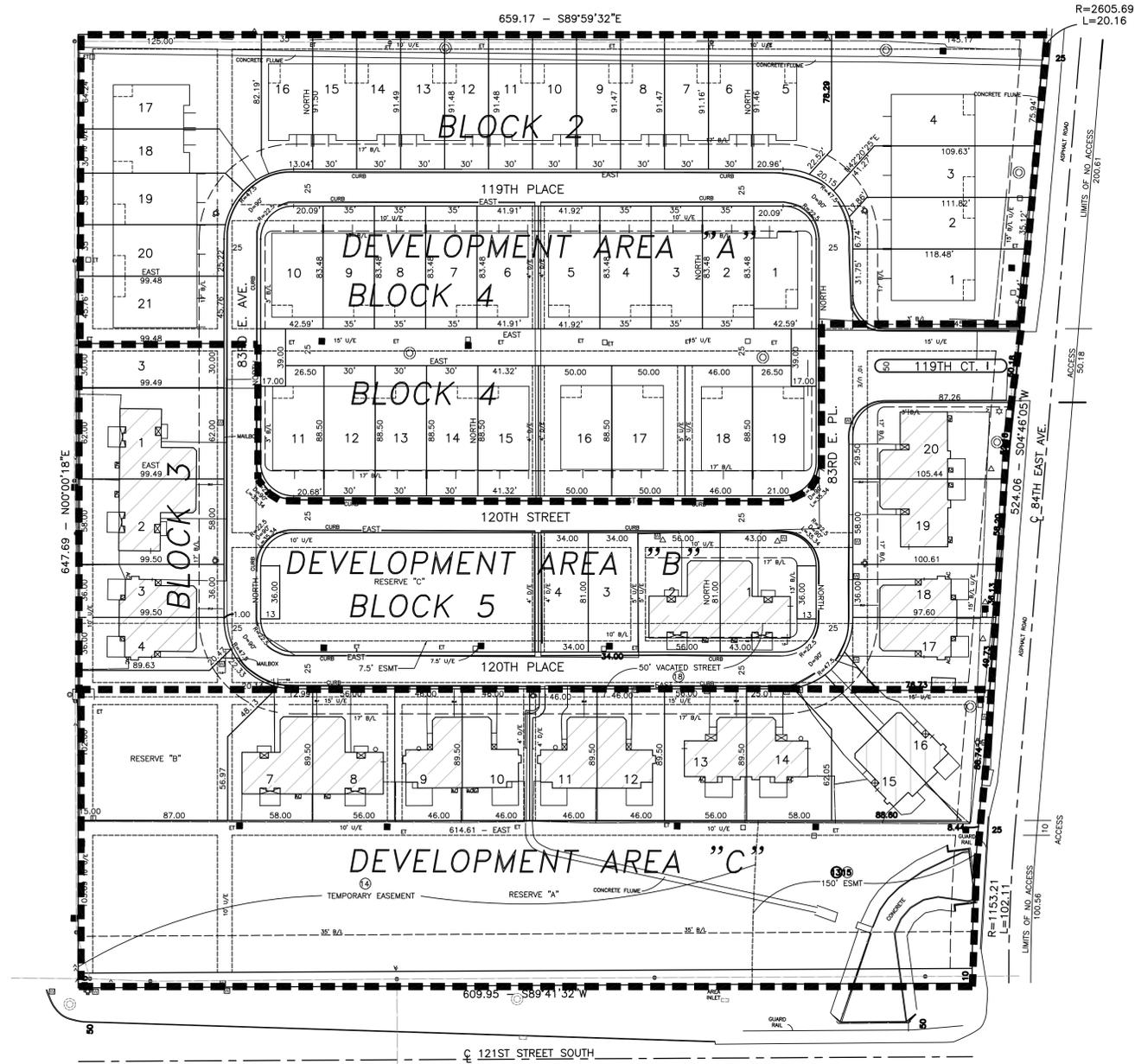
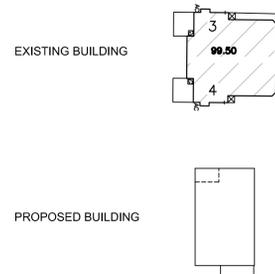
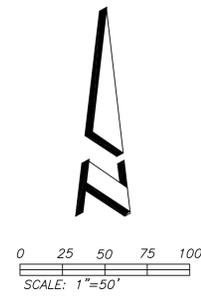


EXHIBIT B  
DEVELOPMENT AREAS

Memorial Square  
Legal Descriptions  
Exhibit C

Development Area A

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, Block 3 and Reserve A in Memorial Square, an addition to the City of Bixby, Tulsa County, State of Oklahoma, according to the recorded plat no. 4511.

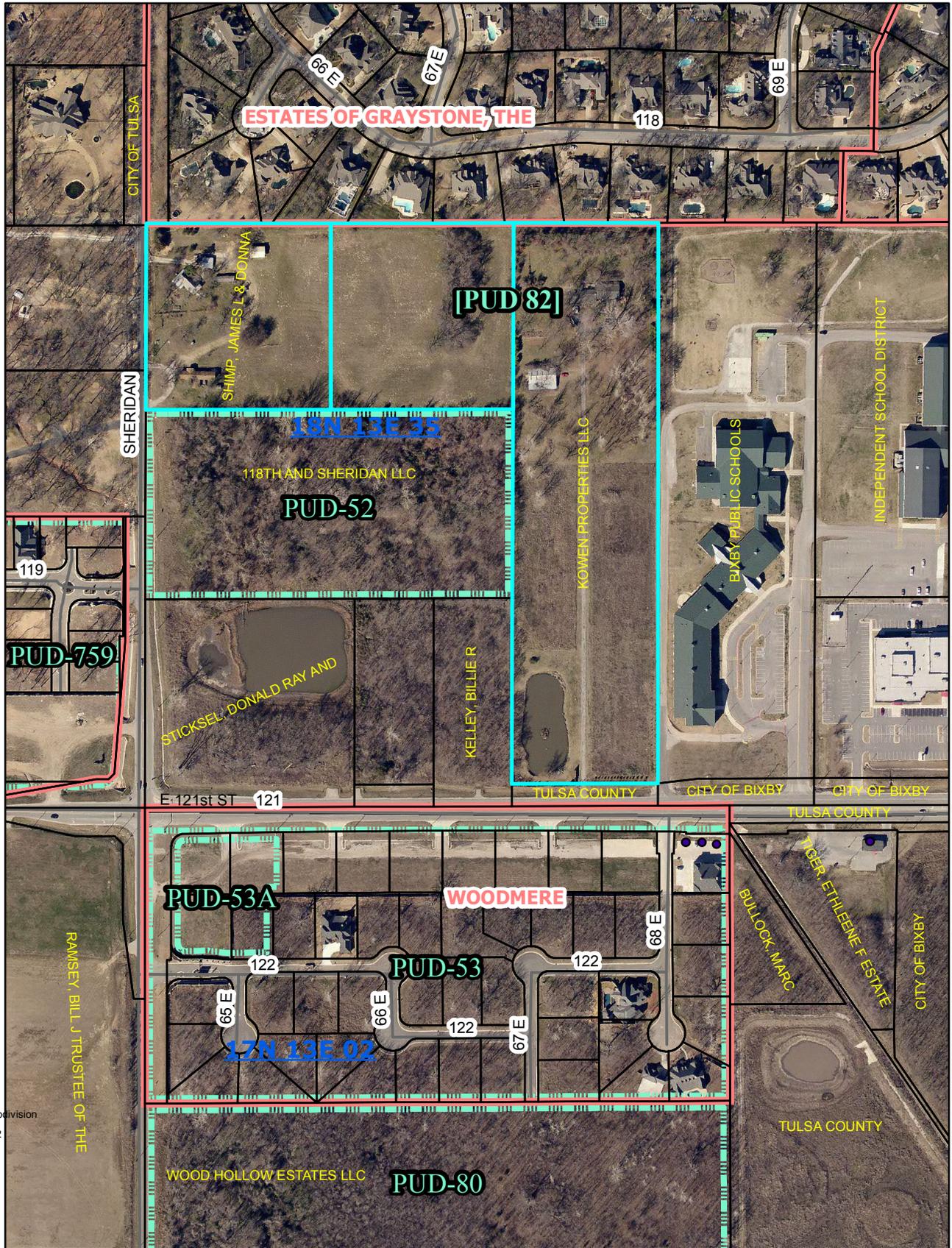
Development Area B

Lots 1, 2, 3, 4, 17, 18, 19, 20, Block 3, all of Block 5, private streets, 120<sup>th</sup> Place South, 120<sup>th</sup> Street South, 119<sup>th</sup> Court.....and.... 83<sup>rd</sup> E. Ave south of the north lot line of Lot 3, Block 3 and 83th E. Place south of the southwest corner of Lot 1, Block 4, Memorial Square, an addition to the City of Bixby, Tulsa County, State of Oklahoma, according to the recorded plat no. 4511.

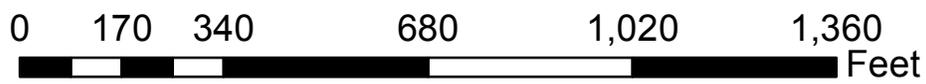
Development Area C

Lot 1 thru 16, Block 2, Block 4, and.....83<sup>rd</sup> E. Ave north of the southeast corner of Lot 16, Block 2 and.....83<sup>rd</sup> E. Place north of the southeast corner of Lot 1, Block 4, Memorial Square, an addition to the City of Bixby, Tulsa County, State of Oklahoma, according to the recorded plat no. 4511.

# Preliminary Plat – “Somerset” – JR Donelson, Inc. (PUD 82)



- Businesses
- bixby\_streams
- Tulsa Parcels 02/14
- WagParcels 02/14
- TulSubdivision
- WagonerCounty\_Subdivision
- WagRoads\_Aug2012
- E-911\_Streets
- PUD
- bixby\_s-t-r
- county



PLAT No.

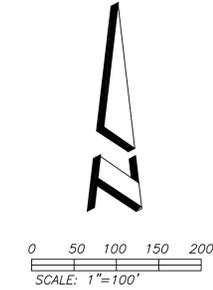
ENGINEER/SURVEYOR:  
JR DONELSON, INC.  
12820 SO. MEMORIAL DR.  
OFFICE 100  
BIXBY, OKLAHOMA 74008  
PHONE: 918-394-3030  
C.A. NO. 5611 EXP. 6-30-15

OWNER:  
KOWEN PROPERTIES, L.L.C.  
2930 E. 51ST STREET SO.  
TULSA, OKLAHOMA 74105  
CONTACT: TOM WENRICK  
PHONE: 918-625-1155  
EMAIL: TOM@WENRICK.COM

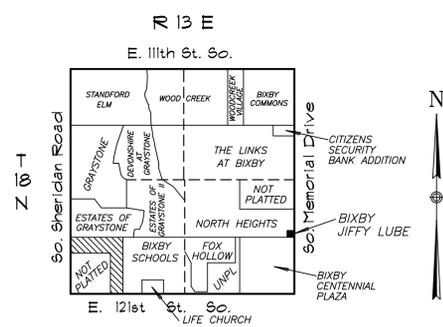
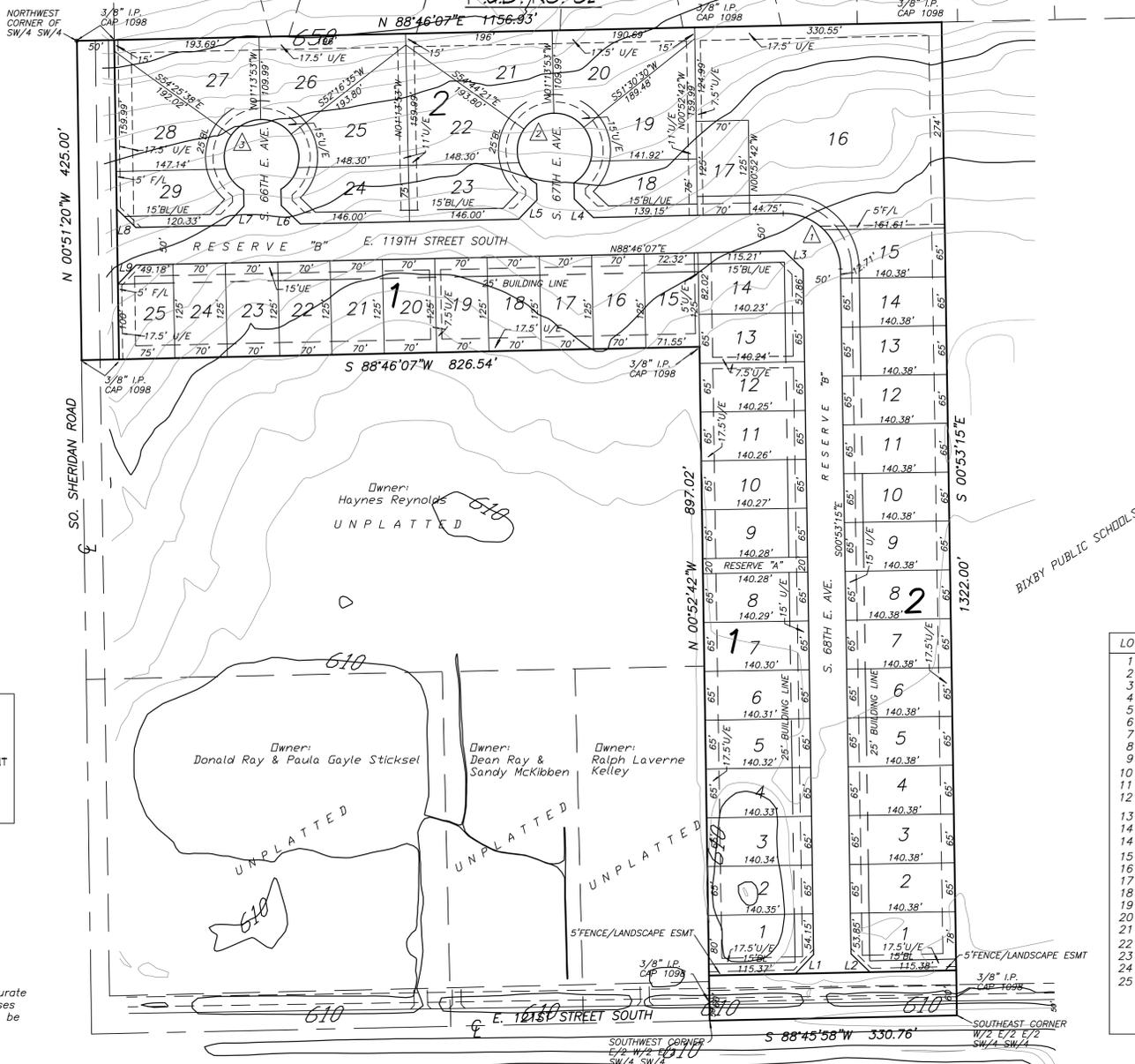
PRELIMINARY PLAT

**660 SOMERSET**  
AN ADDITION TO THE CITY OF BIXBY SITUATED IN  
THE SW/4 OF THE SW/4 OF SECTION 35, T-18-N, R-13-E,  
TULSA COUNTY, OKLAHOMA

P.U.D. No. 82



FINAL PLAT  
CERTIFICATE OF APPROVAL  
I hereby certify that this plat was approved  
by the City Council of the City of Bixby  
on \_\_\_\_\_  
By: \_\_\_\_\_  
Mayor - Vice Mayor  
This approval is void if the above signature  
is not endorsed by the City Manager or  
City Clerk.  
By: \_\_\_\_\_  
City Manager - City Clerk



SECTION 35  
LOCATION MAP  
SCALE: 1"=2000'

SUBDIVISION CONTAINS:  
Area: 185,822 sf or 4.24 ACRES  
NO. LOTS: 54 BLOCKS: 2  
BLOCK: 1 LOTS: 25  
BLOCK: 2 LOTS: 29  
Preparation date: MARCH 21, 2014  
C: WENRICK\SOMERSE2.DWG

LEGEND

U/E	UTILITY EASEMENT
BL	BUILDING LINE
ROW	ROAD RIGHT-OF-WAY
DOCNO.	DOCUMENT NUMBER
F/L	FENCE & LANDSCAPE EASEMENT
I.P.	IRON PIN

LOT ADDRESSES

LOT	BLOCK	ADDRESS	AREA	LOT	BLOCK	ADDRESS	AREA
1	1	12017 S. 68TH E. AVE.	10,857sf	1	2	12014 S. 68TH E. AVE.	10,696sf
2	1	12009 S. 68TH E. AVE.	9,123sf	2	2	12006 S. 68TH E. AVE.	9,124sf
3	1	12001 S. 68TH E. AVE.	9,122sf	3	2	11998 S. 68TH E. AVE.	9,124sf
4	1	11993 S. 68TH E. AVE.	9,121sf	4	2	11990 S. 68TH E. AVE.	9,124sf
5	1	11985 S. 68TH E. AVE.	9,121sf	5	2	11982 S. 68TH E. AVE.	9,124sf
6	1	11977 S. 68TH E. AVE.	9,120sf	6	2	11974 S. 68TH E. AVE.	9,124sf
7	1	11969 S. 68TH E. AVE.	9,119sf	7	2	11966 S. 68TH E. AVE.	9,124sf
8	1	11961 S. 68TH E. AVE.	9,119sf	8	2	11958 S. 68TH E. AVE.	9,124sf
9	1	11953 S. 68TH E. AVE.	9,118sf	9	2	11950 S. 68TH E. AVE.	9,124sf
10	1	11945 S. 68TH E. AVE.	9,117sf	10	2	11942 S. 68TH E. AVE.	9,124sf
11	1	11937 S. 68TH E. AVE.	9,116sf	11	2	11934 S. 68TH E. AVE.	9,124sf
12	1	11929 S. 68TH E. AVE.	9,116sf	12	2	11926 S. 68TH E. AVE.	9,124sf
13	1	11921 S. 68TH E. AVE.	9,115sf	13	2	11918 S. 68TH E. AVE.	9,124sf
14	1	11913 S. 68TH E. AVE.	11,247sf	14	2	11910 S. 68TH E. AVE.	9,124sf
15	1	6780 E. 119th St. So.	11,247sf	15	2	11902 S. 68TH E. AVE.	9,474sf
16	1	6750 E. 119th ST. SO.	8,992sf	16	2	6905 E. 119th St. So.	78,080sf
17	1	6730 E. 119th ST. SO.	8,750sf	17	2	6769 E. 119th St. So.	8,750sf
18	1	6710 E. 119th ST. SO.	8,750sf	18	2	11809 S. 67th E. Ave.	11,615sf
19	1	6690 E. 119th ST. SO.	8,750sf	19	2	11803 S. 67th E. Ave.	15,048sf
20	1	6670 E. 119th ST. SO.	8,750sf	20	2	11797 S. 67th E. Ave.	15,570sf
21	1	6650 E. 119th ST. SO.	8,750sf	21	2	11794 S. 67th E. Ave.	15,983sf
22	1	6630 E. 119th ST. SO.	8,750sf	22	2	11800 S. 66th E. Ave.	15,616sf
23	1	6610 E. 119th ST. SO.	8,750sf	23	2	11806 S. 67th E. Ave.	12,110sf
24	1	6678 E. 119th ST. SO.	8,750sf	24	2	11809 S. 66th E. Ave.	12,110sf
25	1	6646 E. 119th ST. SO.	8,750sf	25	2	11803 S. 66th E. Ave.	15,616sf
26	2	11797 S. 66th E. Ave.	15,983sf	26	2	11797 S. 66th E. Ave.	15,983sf
27	2	11794 S. 66th E. Ave.	15,795sf	27	2	11794 S. 66th E. Ave.	15,795sf
28	2	11800 S. 66th E. Ave.	15,500sf	28	2	11800 S. 66th E. Ave.	15,500sf
29	2	11806 S. 66th E. Ave.	11,728sf	29	2	11806 S. 66th E. Ave.	11,728sf

CERTIFICATE

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
Pat Key, Tulsa County Clerk

Deputy

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

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

BENCHMARK:  
Top North Rim SSMH, 67 ft south center line of 121st Street and 117.71 feet east of the East property line.  
Elevation: 610.31 NGVD88

BASIS FOR BEARINGS:  
The basis for bearings is the West line of the SW/4 of the SW/4 of Section 35, T-18-N, R-13-E, with an assumed bearing of N 00°51'20"W.

LINE DATA

No.	DELTA	LENGTH
L1	S43°56'21"W	35.46'
L2	S46°03'38"E	35.25'
L3	N46°03'34"W	35.25'
L4	N46°13'53"W	35.36'
L5	S43°46'07"W	35.36'
L6	S46°13'53"E	35.36'
L7	S43°46'07"W	35.36'
L8	N46°02'36"W	35.24'
L9	S43°57'24"W	35.47'

CURVE DATA

No.	RADIUS	DELTA	LENGTH
1	75'	90°20'38"	118.26'
2	50'	300'	261.80'
3	50'	300'	261.80'

PROPERTY DESCRIPTION

A tract of land situated in a part of the SW/4 of the SW/4, Section 35, T-18-N, R-13-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described by Charles K. Howard, LS 297, as follows, to-wit:

Beginning at the Northwest Corner of the Southwest Quarter of the Southwest Quarter (SW/4 SW/4), thence with an assumed bearing of N 88°46'07"E and along the north line of the SW/4 of the SW/4 and the South line of "The Estates of Graystone" for a distance of 1156.93 feet; thence S 00°53'15"E a distance of 1322.00 feet to the Southeast Corner of the W/2 of the E/2 of the E/2 of the SW/4 of the SW/4; thence S 88°45'58" W and along the south line of Section 35 a distance of 330.76 feet; thence N 00°52'42" W a distance of 897.02 feet; thence S 88°46'07"W a distance of 826.54 feet to a point on the west line of said Section 35; thence N 00°51'20" W and along the West line of said Section 35 a distance of 425.00 feet to the Point of Beginning and containing 18.04 acres, more or less.

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

SOMERSET ( PUD 82 )

KNOW ALL MEN BY THESE PRESENTS:

NOW THEREFORE, the Undersigned, Kowen Properties, LLC, an Oklahoma Limited Liability Company, being the owner in fee simple of the real estate and being situated in the City of Bixby, Tulsa County, State of Oklahoma, and described as follows:

A tract of land situated in a part of the SW/4 of the SW/4, Section 35, T-18-N, R-13-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described by Charles K. Howard, LS 297, as follows, to-wit:

Beginning at the Northwest Corner of the Southwest Quarter of the Southwest Quarter (SW/4 SW/4), thence with an assumed bearing of N 88°46'07" E and along the North line of the SW/4 of the SW/4 and the South line of "The Estates of Graystone" for a distance of 1156.93 feet; thence S00°53'15" E a distance of 1322.00 feet to the Southeast Corner of the W/2 of the E/2 of the E/2 of the SW/4 of the SW/4; thence S 88°45'58" W and along the south line of Section 35 a distance of 330.76 feet; thence N 00°52'42" W a distance of 897.02 feet; thence S 88°46'07" W a distance of 826.54 feet to a point on the West line of said Section 35; thence N 00°51'20" W and along the West line of said Section 35 a distance of 425.00 feet to the point of beginning and containing 18.04 acres, more or less.

and the Undersigned Owner has caused the described realty to be surveyed, staked, platted and subdivided into lots, blocks and streets in conformity with the accompanying plat and have designated the same as "SOMERSET", an Addition to the City of Bixby, Tulsa County, State of Oklahoma. The Undersigned Owner dedicates, grants, donates, and conveys to the public the streets as shown on this plat and do hereby guarantee clear title to all land that is dedicated for the purpose of providing an orderly development of the entire tract.

KOWEN PROPERTIES, L.L.C. shall be referred to in this Deed of Dedication as Owner/Developer

SECTION I. PUBLIC COVENANTS

Now, therefore, the Undersigned Owner/Developer hereby dedicates, grants, donates and conveys to the public the streets rights-of-way depicted on the accompanying plat and do hereby guarantee clear title to all land that is so dedicated. The Owner/Developer does further dedicate for the public use the easements and rights of way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or replacing any and all public utilities, including storm and sanitary sewers, telephone lines, power lines and transformers, gas lines and water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other such appurtenances thereto with the right of ingress and egress to and upon such easements and rights of way for the uses and purposes aforesaid; provided, however that the Owner/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 over, across and along all of the utility easement areas as shown on the plat for the purpose of furnishing services to the area included within the plat.

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

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

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

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

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

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

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

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

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

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

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

1. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the North, East and South lines of the subdivision. Street light poles or standards may be served by underground cables and elsewhere throughout said addition, all supply lines including electric, telephone, cable television and gas lines, shall be located underground, in the easement ways dedicated for the general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply of secondary voltages, may be located in such easement ways.

2. Except to houses on lots described in paragraph "A" above, which may be served from overhead electric service lines, telephone lines and cable television cables, underground service cables and gas service lines may be run from the nearest service pedestal, transformer or nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot; provided that upon the installation of such service cable or gas service line to a particular structure, the supplier of electric service, telephone service, cable television service, or gas service line to a particular structure, the supplier of the service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone, cable television and natural gas services, through their proper agents and employees, shall at all times have the right of access to all easement ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

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

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

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

D. Paving and Landscaping Within Easements.

The owner of a lot shall be responsible for repair of damage to the properly-permitted landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Bixby or the supplier of the utility service shall use reasonable care in the performance of such activities.

E. Storm Sewer

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

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

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

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

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

F. Reserve Area

Reserve area designated "A" on the attached plat is an area that will be deeded to the SOMERSET Property Owners Association for their use and benefit. This area shall be transferred to SOMERSET PROPERTY Owners Association, Inc. on or before the completion of the last home constructed in SOMERSET. Maintenance of this reserve area will be the responsible of the SOMERSET Property Owners Association, Inc. Reserve "A" will be used for streets and access to the subdivision.

SECTION II. PUD DEVELOPMENT STANDARDS

A. SOMERSET

Gross / Net Lot Area: 18.04 acres 785,822 sq ft
Maximum Intensity of Use: 60 Lots

Permitted Uses: Proposed Underlying Zoning District: "RS-2" Detached single family residences and customary accessory uses. Uses to include all Use Units of the City of Bixby Zoning Code permitted by right within the "RS-2" zoning district.

Max Building Stories: 2 Lot Width (min.ft.): 65 feet A flag lot can have a width of 35 feet at the building line. Lot Area (min. sq.ft.): 8,500 sf Land Area per D.U. (min. sq.ft.): 10,988 sf

Livability per D.U. (min.sq.ft.): 2,000 sf

Minimum Building Setbacks (Yard Requirements)

Front yard abutting a public street: 25 feet

Side yard abutting a public street: 15 feet

Rear Yards (min.ft.): 20 feet

Side Yards (min.ft.): 5 feet one side 5 feet one side

MAXIMUM BUILDING HEIGHT: 40 feet

Other Bulk and Area Requirements: As provided within an RS-2 District

Off-street parking: Within each lot a minimum of 3 Spaces shall be provided.

MASONRY requirement (min.sq.ft.): 75% elevation surfaces, excluding elevation doors and windows.

B. LANDSCAPED AREA AND VISUAL SCREENING:

1. A preliminary landscape and screening Plan is depicted on Exhibit "A" of the PUD. There are presently many mature trees on the site. The preservation of the mature trees will be a priority during the construction of utilities and homes. Masonry fencing with security gates will be constructed along both 121st Street and South Sheridan Road arterial street frontages. A 5' fence/landscape easement will be shown along the south and the west property line of the addition. The fencing along the property line along 121st Street South and South Sheridan Road will be 6'-0" wooden, capped with stone columns accented with brick. The entrances will be metal gates with stone columns accented with brick.

C. SIGNS:

1. All signs shall comply with the setback, height, size and other requirements of the Bixby Zoning Ordinance. The subdivision identification sign will be incorporated into the entrance gates/fencing.

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

STANDARD REQUIREMENTS:

1. The standard requirements of the City of Bixby Fire Marshall, City Engineer, and City Attorney shall be met as a condition of approval.

ACCESS AND CIRCULATION:

1. The Streets in this PUD will be private and constructed to the City of Bixby standards, with sufficient right-of-way provided to allow construction and maintenance of the roadway. Access and circulation areas are shown on the PUD Exhibit A site Plan. The streets in Somerset will be a minimum of 26'-0" wide face of curb to face of curb. The right-of-way will be a minimum of 50'-0" in width. The access to the site will be 121st Street South and South Sheridan. Sidewalks will be constructed along E. 121st Street and the public streets within Somerset. Communication with Bixby Public Schools will be made to discuss the construction along E. 121st Street South of the Bixby 5th and 6th Grade facility. A modification/waiver will be requested to permit no sidewalk construction along So. Sheridan Road. Private Street entrance gates will be constructed for the entries from 121st Street and South Sheridan Road. Limits of No Access and Access openings will be shown along the arterial street frontages of the subdivision plat. A 20 foot emergency access drive easement will be provided to the 8 acre site to the west.

UTILITIES and DRAINAGE:

1. Site utilities are either available at the development boundaries or will be provided by customary extension adjacent to the site. Exhibit C of the PUD shows the site utilities.

PLATTING REQUIREMENTS:

1. No building permit shall issue until area comprising the planned unit development has been included within a subdivision plat submitted to and approved by the Bixby Planning Commission and the Bixby City Council and duly filed of record. The required subdivision plat shall include covenants of record implementing the development standards of the approved planned unit development and the City of Bixby shall be a beneficiary thereof.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purposes of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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. Architectural Design Committee - Plan Review

1. No building, improvements, concrete driveway, fence, wall or free standing mailbox shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by KOWEN PROPERTIES, L.L.C., an Oklahoma limited liability company, or its successors, which are hereinafter referred to as the "Architectural Design Committee". For each building, the required plans and specifications shall be submitted in duplicate and include a site plan with drainage concept, floor plan, exterior elevations, exterior materials. In the event the Architectural Design Committee fails to approve or disapprove plans and specifications submitted to it as herein required within 14 days after submission, or in the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Design Committee shall not be required and this covenant shall be deemed to have been fully complied with.

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

3. The Architectural Design Committee's objective is to advance the harmonious use of landscaping, fencing, hardscaping, landscape lighting and other landscape design items to promote compatibility and conformity within the Subdivision. The Architectural Design Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design items which may be placed in public view by any lot owner and determined in the discretion of the Architectural Design Committee to be incompatible with the overall landscape design standards of Somerset.

4. The powers and duties of the Architectural Design Committee shall, on the 1st day of January, 2018, be deemed transferred to the homeowners' association provided for in Section IV., or upon written assignment to the homeowners' association by the Architectural Design Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the homeowners' association.

5. The Architectural Design Committee reserves the right in their sole discretion and without joinder of any owner at any time so long as KOWEN PROPERTIES, L.L.C., is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as Architectural Design Committee and filed in the County Clerk's office in the Courthouse of Tulsa County, Oklahoma.

**B. Floor Area of Dwelling**

1. **Single Story.** A single story dwelling shall have at least 2,200 square feet of finished heated living area.
2. **Two Story and Story-and-a-half.** If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1,500 square feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 2,600 square feet of finished heated living areas.
3. **Computation of Living Area.** The computation of living area shall not include any basement, garage, or attic area used for storage. All living area measurements shall be taken to outside of frame line.

**C. Garages / Driveways**

Each dwelling shall have an attached garage providing space for a minimum of two (2) automobiles and a maximum of three (3) automobiles for (3) three car garages. Garages shall be enclosed and carports are prohibited. Glass in garage doors is prohibited. Concrete driveways shall not exceed the overall width of the garage. Driveways extensions wider than the overall width of the garage are not permitted.

**D. Foundations**

Any exposed foundation shall be of brick, stone or stucco. No stem wall shall be exposed.

**E. Masonry**

The first story exterior walls of the dwelling erected on any lot shall be 50% brick, stone, or stucco (for calculation of masonry area required windows and doors are excluded).

**F. Windows**

Aluminum windows with a mill finish are not permitted.

**G. Roof Pitch**

1. No dwelling shall have a roof pitch of less than 9/12 over 75% of the horizontal area covered by roof and no roof shall have a pitch of less than 4/12.
2. **Waiver.** The Architectural Design Committee may waive, in the particular instance, upon written request, the foregoing restrictions to permit a dwelling having a flat roof over more than 25% of the horizontal area covered by roof; PROVIDED the waiver, to be effective, must be in writing, dated, and executed by the committee.

**H. Roofing Materials**

Roofing shall be "TAMPCO" Heritage II (color - Oxford Gray), self-sealing composition roofing shingles. Provided however, in the event that such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon the determination of the Architectural Design Committee that the proposed alternative is of comparable or better quality and of a design and color which is compatible with the roofing first above described.

**I. Vents & Chimney Caps**

1. All exposed sheet metal flashings, vent pipes and chimney caps shall be painted.
2. All non-masonry fireplaces shall use the uniform terminator cap design designated by the owner/developer of SOMERSET.

**J. On-site Construction**

No existing or off-site built structure shall be moved onto or placed on any lot.

**K. Outbuildings**

Outbuildings are prohibited.

**L. Swimming Pools**

Above ground Swimming Pools are prohibited.

**M. Fencing**

1. Fencing shall be in accordance with the City of Bixby Zoning Code. Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, fencing may not extend in front of the residence, provided however, on corner lots fencing may extend to the side yard lot line. Plastic fences and ornamental picket fences are prohibited: chain link, barbed wire mesh and other metal fencing are prohibited. No fence shall exceed six feet in height. Fence facing the street and installed in side yards between homes shall be aligned with existing fences on adjoining lots where possible. The good side shall face the street. Other types of fencing constructed of wrought iron, brick, or stone may be permitted if pre-approved by the Architectural Design Committee.
2. Standard privacy fences constructed of wood post, rails and pickets with "dog ear" top design shall be permitted in Somerset. Fences shall not exceed six feet in height.

**N. Perimeter Fencing**

The Owner/Developer herein establishes and reserves for subsequent conveyance to the homeowners' association to be formed pursuant to Section IV, a perpetual exclusive easement to erect and maintain fencing, walls and landscaping along the boundaries of the subdivision adjacent to East 121st Street South and South Sheridan Road within the fence easements depicted on the accompanying plat.

**O. Antennas**

Exterior television, "CB Radio or other type of antenna including satellite dishes shall be prohibited with the following exception. Small satellite dishes which do not exceed 18 inches in diameter shall be allowed so long as the dish is installed on the back or side of the dwelling and out of public view as much as possible from any street within the subdivision.

**P. Retaining Walls**

Retaining walls shall not be constructed on any lot until a site plan has been approved by the Architectural Committee. Site Plan must show the house, drainage concept, and the proposed location and height of retaining walls. Retaining walls may be constructed of brick, stone, or concrete. Concrete retaining walls must be faced with brick, stone, or stucco. Exposed concrete retaining walls are not permitted.

**Q. Lot Maintenance**

Each lot shall be maintained in a neat and orderly manner free of clutter, trash, and other debris. Grass and landscaping shall be maintained on a regular basis.

**R. Recreational Vehicles/Trailers**

Boats, trailers, campers, motor homes and similar recreational vehicles and equipment shall not be stored on any lot except within and enclosed garage.

**S. Inoperative Vehicles/Machinery/Landscape Equipment**

No inoperative vehicles or equipment of any kind shall be stored on any lot except within an enclosed garage.

**T. Trash Containers**

Trash containers, except during periods of collection, shall be stored out of view from the public and from the adjoining property owners. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot.

**U. Mailboxes**

Mailboxes shall conform in design to that specific design as designated by the SOMERSET Architectural Design Committee. NO EXCEPTIONS.

**V. Animals**

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

**W. Noxious Activity**

No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or my become an annoyance or nuisance to the neighborhood.

**X. Signage**

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale or real estate signs used by a builder to advertise the property during the construction and sales period.

**Y. Outside Storage and Materials**

No lot shall be used for the storage of construction materials for a period of greater than 30 days prior to the start of construction and all construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly manner. Once construction and landscaping is completed, no outside storage is permitted.

**Z. Landscaping**

1. All open lot areas shall be sodded and the front of each residence professionally landscaped within 30 days of completion of home. Plant material shall be sufficient in size, quantity and spacing to achieve a full foundation planting across the entire front elevation of the home.
2. The owner of each lot shall be required to install a minimum of two (2) trees in the front yard (minimum size 2" diameter). If trees are existing then this does not apply.
3. The use of artificial or manmade plant material is prohibited. Without the approval of the Architectural Design Committee, ornamental landscape design items or prohibited, other than one bench located upon the front porch attached to the residence. Seasonal and holiday exterior decorations may be used if timely and seasonally displayed. Other types of ornamental landscape design items may be permitted with pre-approval of the Architectural Design

AA. Section III, Private Building & Use Restrictions: The following items in Section III, do not apply to Lot 16, Block 1: A thru P, R, S, V, W, X, Y, Z.

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

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

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

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

SECTION IV. PROPERTY OWNERS ASSOCIATION

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

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

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

D. Payment of Assessments. Each lot owner by acceptance of a deed to a lot or lots, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association, Except for the Owner\Developer: (a) initial assessments; (b) monthly, quarterly or annual maintenance assessments; and (c) special assessments for capital improvements. Such assessments shall be established and collected as determined by the Association. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, should be charged on each lot and shall be a continuing lien upon the lot against which the assessment is made. Each assessment, together with interest, cost and reasonable attorneys' fees, shall be the personal obligation of the owners of the lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass through the successors-in-title unless expressly assumed by them. The Association shall fix the regular monthly, quarterly or annual assessments according to the provisions of the By-Laws and Certificate of Incorporation of the Association. In addition to the regular monthly, quarterly or annual assessments, authorized above, the Association may levy, in any assessment period, a special assessment applicable to the period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repairs or replacement of a capital improvement.

E. Delinquent Assessments. Any assessment which is not paid when due shall be delinquent and shall constitute a lien on the lot against which the assessment is made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest per annum as set by the Board Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose its lien against the lot, or both, and interest, costs and reasonable attorneys' fees for any such action shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of such owner's lot.

F. Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the lot from the lien for assessments thereafter becoming due.

SECTION V. ENFORCEMENT, AMENDMENT, ETC.

A. Duration, Amendment and Severability.

1. Duration. These restrictions shall remain in full force and effect until January 1, 2025, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

2. Amendment or Termination. The private covenants and restrictions contained in this Deed of Dedication may be amended, modified, changed or canceled by a written instrument signed and acknowledged by the owners of two-thirds (2/3) of the lots in SOMERSET. Provided, however, so long as the Owner\Developer, or any or any equity majority owned by a current shareholder of Owner, owns a lot in SOMERSET, the Owner retains the right, IN ITS SOLE DISCRETION, to: (i) veto any proposed amendments and (ii) amend, in its discretion, any covenant or term contained herein (other than all of Sections I, including "F", all of Sections II, III,DD and III,Q, which may be altered only with the written consent of the City of Bixby).

3. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement or decree of any court or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect. Any successor(s) in title to the lots within SOMERSET, to enforce any given restriction or covenant or condition at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

SECTION VI. SURFACE DRAINAGE

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

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

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

Kowen Properties, LLC,  
an Oklahoma Limited Liability Company

Member Manager

STATE OF OKLAHOMA )  
COUNTY OF TULSA )SS

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

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

Notary Public

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

SURVEYORS CERTIFICATE

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

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Charles K. Howard, RLS #297  
CA 5611 Exp. 6-30-15

STATE OF OKLAHOMA )  
COUNTY OF TULSA )SS

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

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

