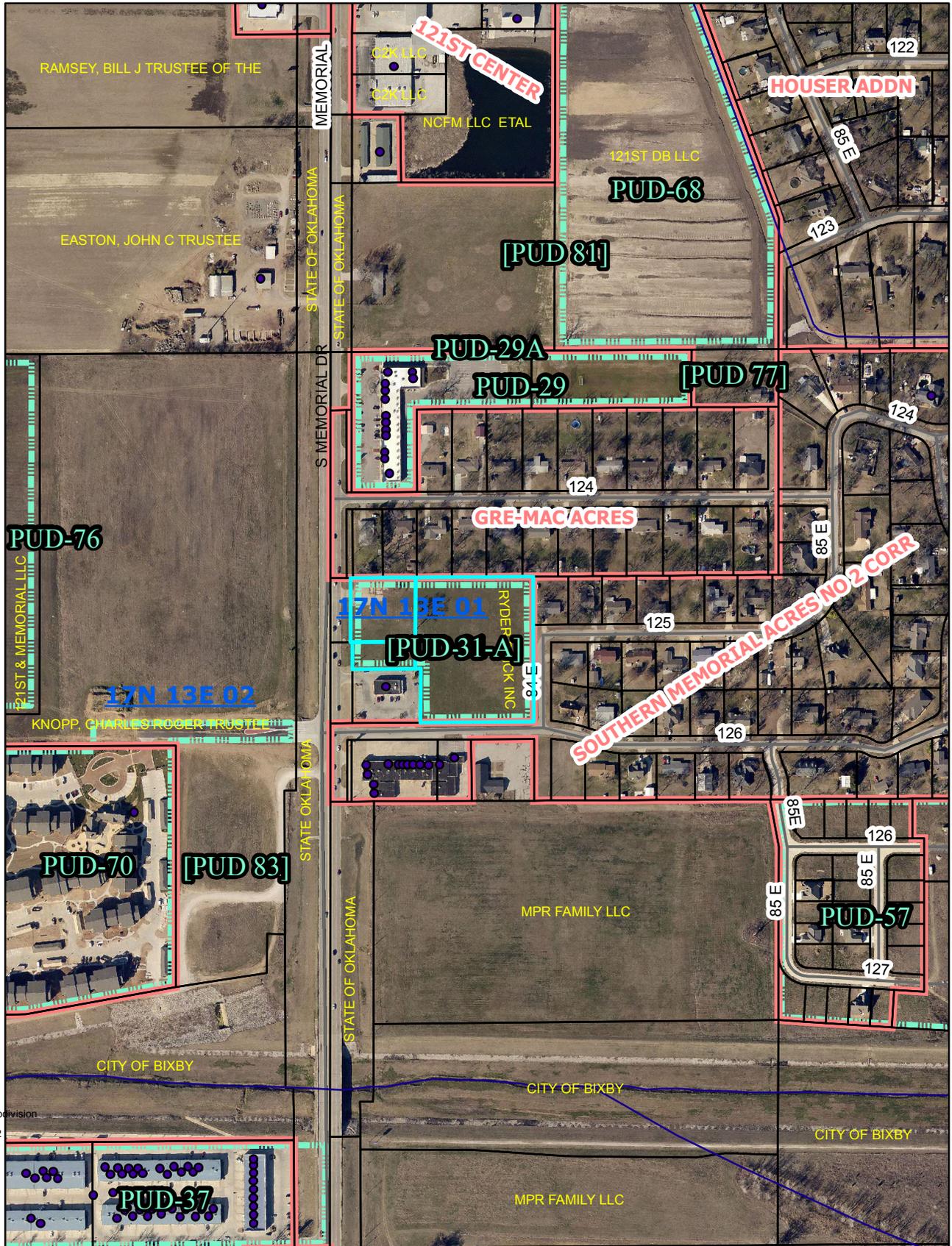


AGENDA
TECHNICAL ADVISORY COMMITTEE
CONFERENCE ROOM
DAWES BUILDING CITY OFFICES
113 WEST DAWES AVE
BIXBY, OK 74008
July 02, 2014 – 10:00 AM

1. Call to Order
2. **Preliminary Plat of “Bricktown Square” – Sisemore Weisz & Associates, Inc. (PUD 31-A).** Discussion and comment on a Preliminary Plat and certain Modifications/Waivers for “Bricktown Square” for 4.547 acres in part of the SW/4 NW/4 of Section 01, T17N, R13E.
Property Located: 12409 S. Memorial Dr.
3. **Preliminary Plat – “Memorial Square Amended” – JR Donelson, Inc. (PUD 6).** Discussion and comment on a Preliminary Plat and certain Modifications/Waivers for “Memorial Square Amended” for 9.43 acres, a replat of all of *Memorial Square*, Plat # 4511.
Property Located: Northwest corner of 121st St. S. and 84th E. Ave.
4. **Preliminary Plat – “Brisbane Office Park” – JR Donelson, Inc. (PUD 60).** Discussion and comment on a Preliminary Plat and certain Modifications/Waivers for “Brisbane Office Park” for approximately 10 acres in part of the W. 10 Ac. of the E. 20 Ac. of Government Lot 1, Section 31, T18N, R14E.
Property Located: 10422 E. 111th St. S.
5. **BL-392 – Randy Shoefstall of White Surveying, Inc. for Lowe’s Home Center, Inc.** Discussion and comment on a Lot-Split for Lot 2, Block 1, *Bixby Commons*.
Property located: 11114 S. Memorial Dr.
6. **BL-393 – Steven W. Hodges.** Discussion and comment on a Lot-Split for Lot 2, Block 1, *Hickory Creek Estates*.
Property located: 12900-block of E. 181st St. S.
7. Old Business
8. New Business
9. Adjournment

Posted By: _____ Date: _____ Time: _____

Preliminary Plat of "Bricktown Square"



- Businesses
- bixby_streams
- Tulsa Parcels 02/14
- WagParcels 02/14
- TuSubdivision
- WagonerCounty_Subdivision
- WagRoads_Aug2012
- E-911_Streets
- PUD
- bixby_s-t-r
- county



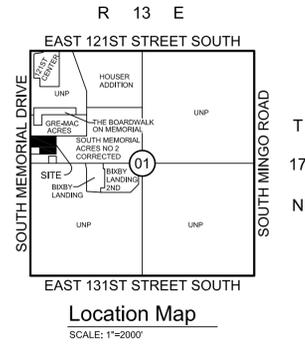
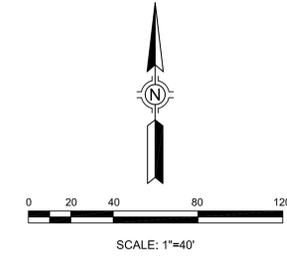
Preliminary Plat Bricktown Square

A SUBDIVISION OF 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, CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

Owner/Developer:
Ryder Brick, Inc
An Oklahoma Corporation
14601 S. Memorial Drive
Bixby, Oklahoma 74008
Phone: (918) 366-8200
Contact: Walt Bishop

P.U.D. NO. 31-A

Engineer/Surveyor:
Sisemore Weisz & Associates, Inc.
Certificate of Authorization No. 2421 Exp. June 30, 2015
6111 E. 32nd Place
Tulsa, Oklahoma 74135
Phone: (918) 665-3600
E-mail: gweisz@sw-assoc.com



**FINAL PLAT
CERTIFICATE OF APPROVAL**

I hereby certify that this plat was approved by the Bixby Planning Commission

on _____

Chairman or Secretary

I hereby certify that this plat was approved by the City Council of the City of Bixby

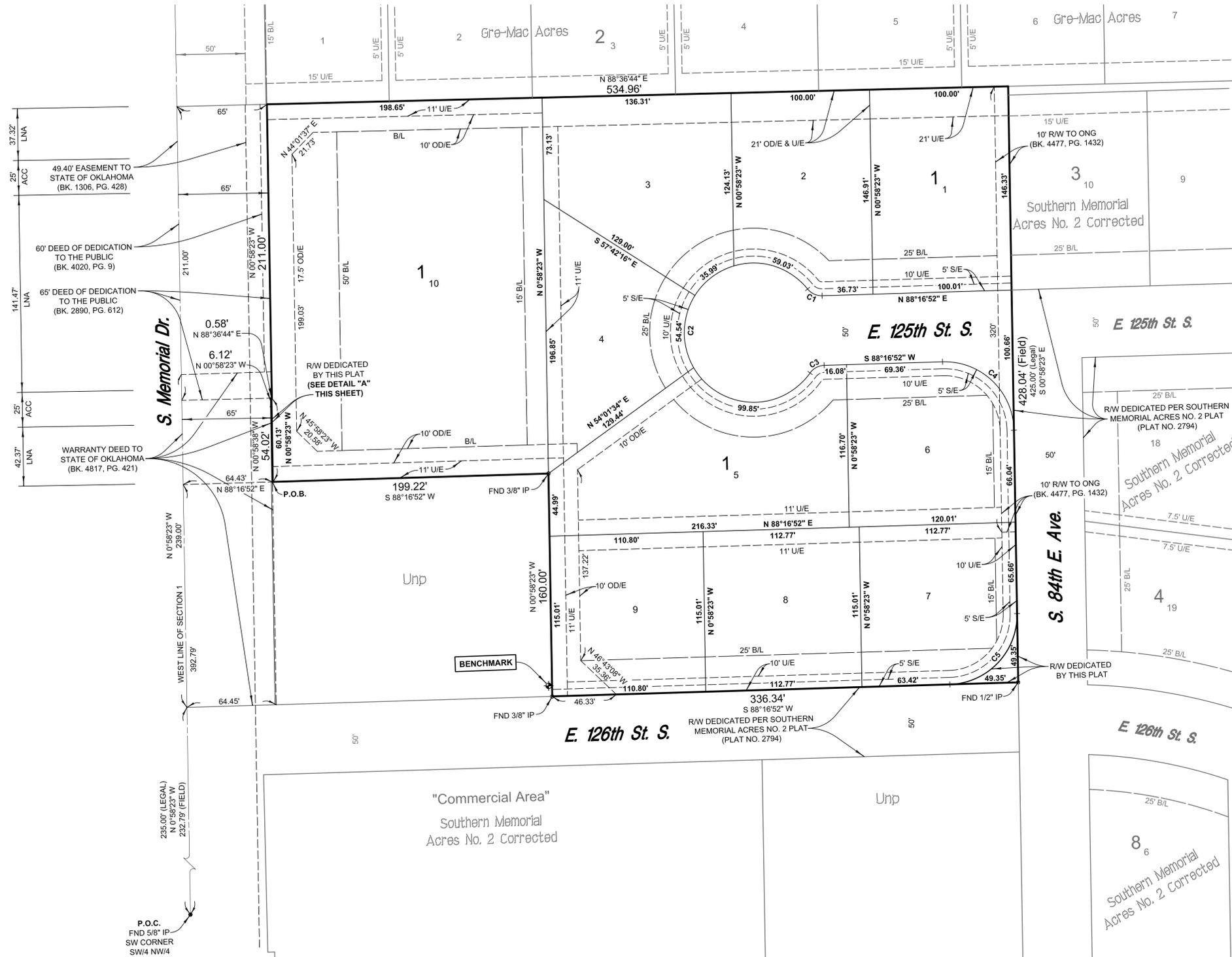
on _____

BY _____

Mayor or Vice-Mayor

This approval is void if the above signature is not endorsed by the City Manager of City Clerk

City Manager-City Clerk



Subdivision Statistics:

SUBDIVISION CONTAINS TEN (10) LOTS IN ONE (1) BLOCK
SUBDIVISION CONTAINS 4.547 TOTAL ACRES (198,059 SF)
R/W BEING DEDICATED BY THIS PLAT ALONG S. MEMORIAL DRIVE AND THE NW CORNER OF E. 126TH ST. S. AND S. 84TH E. AVE. CONTAINS 0.013 ACRES (555 SF)

Legend:

- U/E = UTILITY EASEMENT
- B/L = BUILDING SETBACK LINE
- S/E = SIDEWALK EASEMENT
- OD/E = OVERLAND DRAINAGE EASEMENT
- ONG = OKLAHOMA NATURAL GAS
- R/W = RIGHT-OF-WAY
- ACC = ACCESS
- LNA = LIMITS OF NO ACCESS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- FND = FOUND
- IP = IRON PIN
- CB = CHORD BEARING
- CL = CHORD LENGTH
- L = LENGTH
- R = RADIUS
- BK. = BOOK
- PG. = PAGE

Monumentation:

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

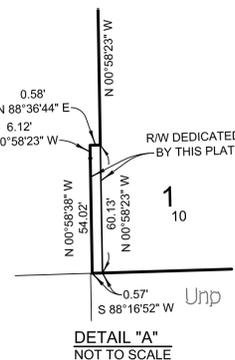
Basis of Bearing:

THE BEARING BASE FOR THIS SURVEY IS GRID BEARINGS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, WITH THE WEST LINE OF SECTION 1 AS NORTH 00°58'23" WEST.

Benchmark:

CHISELED SQUARE ON CONCRETE CURB LOCATED APPROXIMATELY 8.0' NORTHWESTERLY FROM THE SOUTHWEST CORNER OF LOT 9, BLOCK 1, BRICKTOWN SQUARE. ELEVATION=610.58 NAVD 1988 DATUM

CURVE#	LENGTH (L)	RADIUS (R)	DELTA (Δ)	CHORD LENGTH (CL)	CHORD BEARING (CB)
C1	12.00'	13.00'	52°54'09"	11.58'	N 65°16'04" W
C2	249.41'	50.00'	285°48'17"	60.32'	S 01°43'08" E
C3	12.00'	13.00'	52°54'09"	11.58'	N 61°49'48" E
C4	79.19'	50.00'	90°44'45"	71.17'	S 46°20'45" E
C5	77.89'	50.00'	89°15'15"	70.25'	S 43°39'15" W



THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT.

Preliminary Plat/Conceptual Improvements Plan

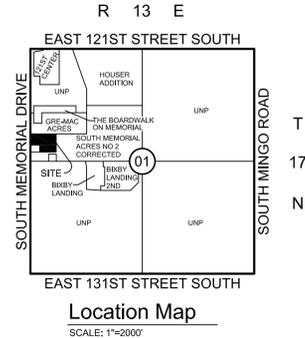
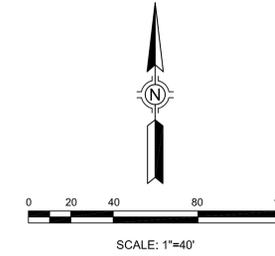
Bricktown Square

A SUBDIVISION OF 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, CITY OF BIXBY, TULSA COUNTY, OKLAHOMA

P.U.D. NO. 31-A

Owner/Developer:
 Ryder Brick, Inc
 An Oklahoma Corporation
 14601 S. Memorial Drive
 Bixby, Oklahoma 74008
 Phone: (918) 366-8200
 Contact: Walt Bishop

Engineer/Surveyor:
 Sisemore Weisz & Associates, Inc.
 Certificate of Authorization No. 2421 Exp. June 30, 2015
 6111 E. 32nd Place
 Tulsa, Oklahoma 74135
 Phone: (918) 665-3600
 E-mail: gweisz@sw-assoc.com



FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Bixby Planning Commission

on _____

Chairman or Secretary

I hereby certify that this plat was approved by the City Council of the City of Bixby

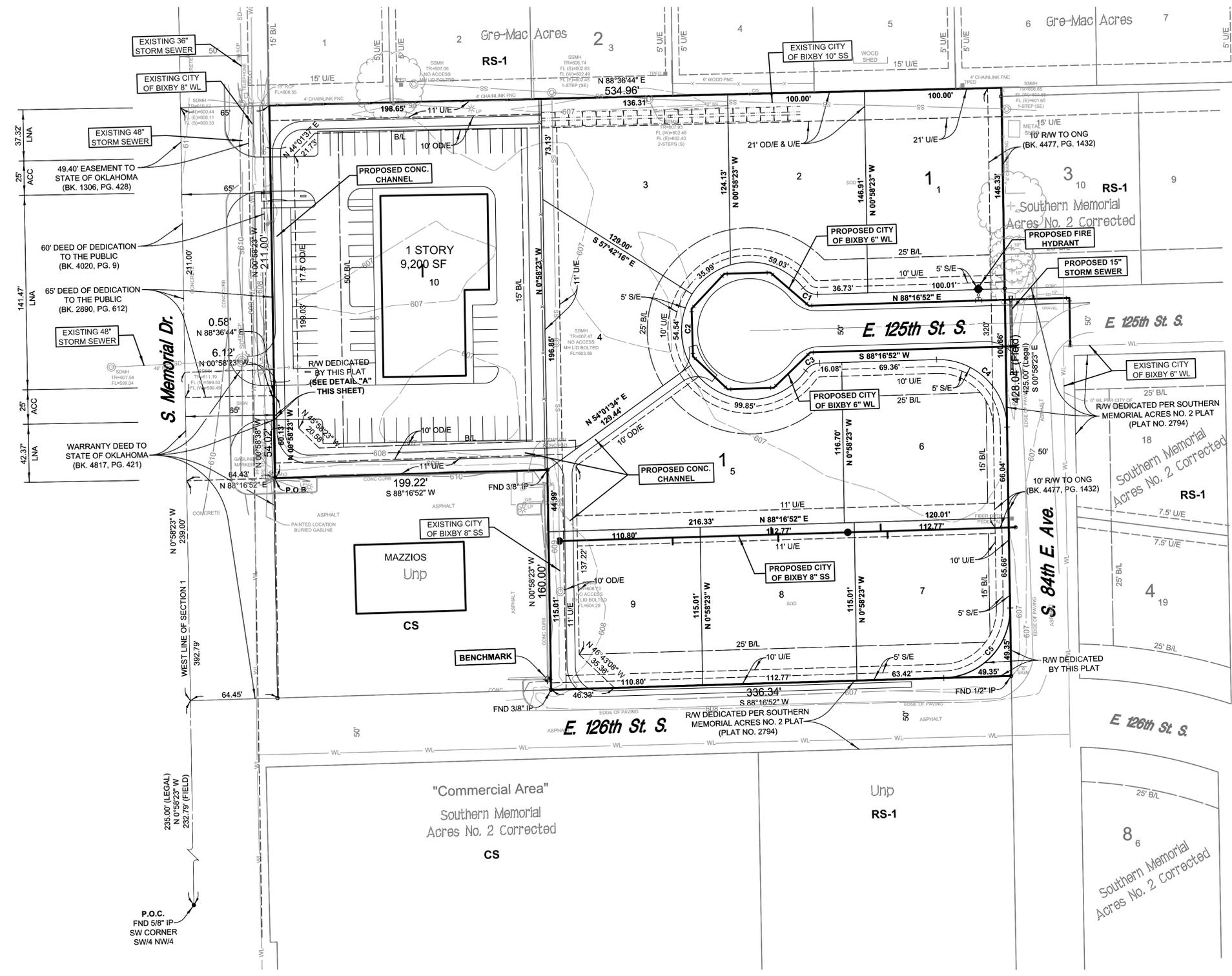
on _____

BY _____

Mayor or Vice-Mayor

This approval is void if the above signature is not endorsed by the City Manager of City Clerk

 City Manager-City Clerk



Subdivision Statistics:
 SUBDIVISION CONTAINS TEN (10) LOTS IN ONE (1) BLOCK
 SUBDIVISION CONTAINS 4.547 TOTAL ACRES (198,059 SF)
 R/W BEING DEDICATED BY THIS PLAT ALONG S. MEMORIAL DRIVE AND THE NW CORNER OF E. 126TH ST. S. AND S. 84TH E. AVE. CONTAINS 0.013 ACRES (555 SF)

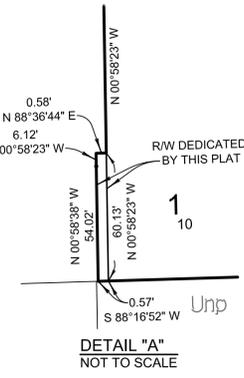
- Legend:**
- U/E = UTILITY EASEMENT
 - B/L = BUILDING SETBACK LINE
 - S/E = SIDEWALK EASEMENT
 - OD/E = OVERLAND DRAINAGE EASEMENT
 - ONG = OKLAHOMA NATURAL GAS
 - R/W = RIGHT-OF-WAY
 - ACC = ACCESS
 - LNA = LIMITS OF NO ACCESS
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - FND = FOUND
 - IP = IRON PIN
 - CB= = CHORD BEARING
 - CL= = CHORD LENGTH
 - L = LENGTH
 - R = RADIUS
 - BK. = BOOK
 - PG. = PAGE

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

Basis of Bearing:
 THE BEARING BASE FOR THIS SURVEY IS GRID BEARINGS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, WITH THE WEST LINE OF SECTION 1 AS NORTH 00°58'23" WEST.

Benchmark:
 CHISELED SQUARE ON CONCRETE CURB LOCATED APPROXIMATELY 8.0' NORTHWESTERLY FROM THE SOUTHWEST CORNER OF LOT 9, BLOCK 1, BRICKTOWN SQUARE. ELEVATION=610.58 NAVD 1988 DATUM

CURVE	LENGTH (L)	RADIUS (R)	DELTA (Δ)	CHORD LENGTH (CL)	CHORD BEARING (CB)
C1	12.00'	13.00'	52°54'09"	11.58'	N 65°16'04" W
C2	249.41'	50.00'	285°48'17"	60.32'	S 01°43'08" E
C3	12.00'	13.00'	52°54'09"	11.58'	N 61°49'48" E
C4	79.19'	50.00'	90°44'45"	71.17'	S 46°20'45" E
C5	77.88'	50.00'	89°15'15"	70.25'	S 43°39'15" W



**REFERENCE DRAWING ONLY
 (SITE PLAN WITH EXISTING & PROPOSED
 STRUCTURES, UTILITIES, AND TOPOGRAPHY)**

BRICKTOWN SQUARE

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

RYDER BRICK, INC., AN OKLAHOMA CORPORATION, (THE "OWNER"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS 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, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW/4 NW/4; THENCE NORTH 00°58'23" WEST ALONG THE WESTERLY LINE OF SAID SW/4 NW/4 FOR 392.79 FEET; THENCE NORTH 88°16'52" EAST FOR 64.43 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MEMORIAL DRIVE AND THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE NORTH 00°58'38" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 54.02 FEET; THENCE NORTH 00°58'23" WEST PARALLEL WITH THE WESTERLY LINE OF SAID SW/4 NW/4, AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR 6.12 FEET; THENCE NORTH 88°36'44" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 0.58 FEET; THENCE NORTH 00°58'23" WEST PARALLEL WITH THE WESTERLY LINE OF SAID SW/4 NW/4, AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR 211.00 FEET TO A POINT ON THE SOUTHERLY LINE OF GRE-MAC ACRES, A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 88°36'44" EAST ALONG SAID SOUTHERLY LINE FOR 534.96 FEET; THENCE SOUTH 00°58'23" EAST ALONG THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF LOT TEN (10), BLOCK THREE (3), SOUTHERN MEMORIAL ACRES NO. 2 CORRECTED, A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND ALONG SAID WESTERLY LINE, AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 84TH EAST AVENUE, AND PARALLEL WITH THE WESTERLY LINE OF SAID SW/4 NW/4, FOR 428.04 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 126TH STREET SOUTH; THENCE SOUTH 88°16'52" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 336.34 FEET; THENCE NORTH 00°58'23" WEST PARALLEL WITH THE WESTERLY LINE OF SAID SW/4 NW/4 FOR 160.00 FEET; THENCE SOUTH 88°16'52" WEST FOR 199.22 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 198,059 SQUARE FEET OR 4.547 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 10 LOTS, 1 BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAVE ENTITLED AND DESIGNATED THE SUBDIVISION AS "BRICKTOWN SQUARE", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "BRICKTOWN SQUARE").

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE 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 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 OR ANY SUBSEQUENT OWNER OF A LOT OF RECORD WITHIN BRICKTOWN SQUARE, 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 ON, OVER, AND ACROSS THE UTILITY EASEMENTS DEPICTED ON THE PLAT WITHIN THE PROPERTY OWNED BY THE PARTICULAR OWNER FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES OR WALLS THAT 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 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 SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE 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

w:\dodtext\bixby\14922.05DOD - 033114.doc

STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT 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 SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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 OVERHEAD AND/OR UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT 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 THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF A LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS PROPERTY.
2. WITHIN THE UTILITY EASEMENTS, 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 WOULD, IN THE JUDGMENT OF THE CITY OF BIXBY, 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 THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, 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, SANITARY SEWER, STORM SEWER AND DRAINAGE EASEMENTS DEPICTED UPON 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 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 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 SERVICES 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 OF THE LOT OR ITS 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 SOUTH MEMORIAL DRIVE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF BIXBY.

G. PAVING AND LANDSCAPING WITHIN EASEMENT

THE OWNER OF ANY LOT DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE

w:\dodtext\bixby\14922.05DOD - 033114.doc

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. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BIXBY, OKLAHOMA, AND IN ACCORDANCE WITH THE REQUIREMENTS OF PUD-31-A. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BIXBY ENGINEERING DESIGN STANDARDS AND SHALL BE CONSTRUCTED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION. THE OWNER SHALL BE REQUIRED TO CONSTRUCT THE REQUIRED SIDEWALKS.

I. SIDEWALK EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "SIDEWALK EASEMENT" OR "S/E" FOR CONSTRUCTION, MAINTENANCE AND USE AS A PUBLIC SIDEWALK. THE OWNER SHALL CONSTRUCT THE SIDEWALK WITHIN THE SIDEWALK EASEMENTS. WITH THE EXCEPTION OF THE SIDEWALK, NO BUILDING, STRUCTURE, FENCE, WALL OR OTHER ABOVE GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED WITHIN A SIDEWALK EASEMENT.

J. OVERLAND DRAINAGE EASEMENT

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OD/E" OR "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BIXBY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE APPROPRIATE DEPARTMENT OF THE CITY OF BIXBY, OKLAHOMA.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENT UNLESS APPROVED BY THE APPROPRIATE DEPARTMENT OF CITY OF BIXBY, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA.
4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH

STANDARDS PRESCRIBED BY THE CITY OF BIXBY, OKLAHOMA. IN THE EVENT THE OWNER OF THE LAND FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "BRICKTOWN SQUARE" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT MAJOR AMENDMENT (DESIGNATED AS PUD NO. 31-A), AS PROVIDED WITHIN THE PROVISIONS OF THE BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENT (PUDS), AND

WHEREAS, PUD NO. 31-A WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON MAY 19, 2014, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, ON MAY 28, 2014, THE IMPLEMENTING ORDINANCE NO. _____ BEING ADOPTED ON _____, 2014.

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 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 RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREAFTER SET FORTH.

A. DEVELOPMENT IN ACCORDANCE WITH PUD

BRICKTOWN SQUARE SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 31-A APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 73 AS MAY BE SUBSEQUENTLY APPROVED.

B. APPLICABLE ORDINANCE

w:\dodtext\bixby\14922.05DOD - 033114.doc

THE DEVELOPMENT OF BRICKTOWN SQUARE SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE, AS SUCH PROVISIONS EXISTED ON JANUARY 1, 2014.

C. DEVELOPMENT STANDARDS

1. DEVELOPMENT AREA A - COMMERCIAL (LOT 10, BLOCK 1)

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, THE TRADE AND SERVICE ESTABLISHMENTS FROM USE UNIT 15; OTHER SERVICES, AS LISTED IN APPENDIX "A" WITH NEITHER OUTSIDE SALES NOR STORAGE 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

PERIMETER UTILITY EASEMENT
NORTH AND SOUTH BOUNDARY OF DEVELOPMENT AREA 'A' 11 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.

A 6' OPAQUE SCREEN FENCE SHALL BE CONSTRUCTED ALONG THE NORTH AND EAST BOUNDARIES OF DEVELOPMENT AREA 'A'.

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 PUD CONCEPTUAL 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 OF THE BUILDING WITH AN AGGREGATE DISPLAY SURFACE AREA OF 2 SQUARE FEET PER LINEAL FOOT OF THE BUILDING WALL TO WHICH THE SIGN OR SIGNS ARE AFFIXED. . WALL SIGNS WILL BE UNIFORM AND CONSISTENT IN SIZE AND CONFIGURATION THROUGHOUT THE PROJECT AND AN INTEGRAL PART OF THE ARCHITECTURAL DESIGN.

MAINTENANCE:

THE OWNER, TENANT OR OCCUPANT, SHALL KEEP ITS BUILDING, IMPROVEMENTS AND APPURTENANCES IN SAFE, CLEAN, MAINTAINED, NEAT AND WHOLESOME CONDITION. EACH SUCH OWNER, TENANT OR OCCUPANT SHALL REMOVE, AT ITS OWN EXPENSE, ANY RUBBISH OR TRASH OF ANY CHARACTER WHICH MAY ACCUMULATE ON THEIR LOT. RUBBISH, TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT ONLY IN SUITABLE, CLEAN AND SANITARY CONTAINERS AND EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS.

2. DEVELOPMENT AREA B - RESIDENTIAL (LOTS 1-9, BLOCK 1)

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 PER PUD 31-A	10
--	----

MINIMUM LAND AREA PER DWELLING UNIT:	13,000 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
-----------------	--------

SECTION III. HOMEOWNER'S ASSOCIATION**A. FORMATION OF HOMEOWNER'S ASSOCIATION**

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN BRICKTOWN SQUARE (LOTS 1-9 OF BLOCK A) TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE OVERLAND DRAINAGE EASEMENT, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF BRICKTOWN SQUARE ("THE ASSOCIATION"). 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. MEMBERSHIP

ANY OWNER OF A RESIDENTIAL LOT IN BRICKTOWN SQUARE IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, SHALL AUTOMATICALLY BECOME A MEMBER OF THE ASSOCIATION. THE MEMBERSHIP OF THE ASSOCIATION SHALL BE LIMITED TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO A LOT SITUATED WITHIN BRICKTOWN SQUARE AND IN ANY ADDITIONAL PROPERTY AS MAY BE ANNEXED TO OR MERGED INTO THE JURISDICTION OF THE ASSOCIATION, WHO ELECT IN WRITING TO JOIN THE ASSOCIATION. THE FOREGOING IS NOT INTENDED TO INCLUDE PERSONS OR ENTITIES THAT HOLD AN INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION, OTHER THAN CONTRACT SELLERS. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT SITUATED WITHIN BRICKTOWN SQUARE. OWNERSHIP OF A LOT SHALL BE THE SOLE QUALIFICATION OF MEMBERSHIP WITH RESPECT TO THOSE PROPERTY OWNERS IN BRICKTOWN SQUARE.

C. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN BRICKTOWN SQUARE SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE OVERLAND DRAINAGE EASEMENT 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 AND ITS SUCCESSORS AND ASSIGNS IN TITLE. WITHIN THE PROVISIONS OF SECTION I. 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

w:\dodtext\bixby\14922.05DOD - 033114.doc

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, AND/OR THE OWNER AND ITS SUCCESSORS AND ASSIGNS IN TITLE. IF THE OWNER OR ITS SUCCESSORS OR ASSIGNS IN TITLE SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, AND/OR THE OWNER OR SUCCESSORS OR ASSIGNS IN TITLE 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 OR TO RECOVER DAMAGES. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER TO ENFORCE THE PROVISIONS OF SECTION II, THE PREVAILING PARTY MAY RECOVER REASONABLE COSTS AND ATTORNEY FEES. 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.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN 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.

D. SEVERABILITY

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

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS DEED OF DEDICATION.

BY: RYDER BRICK, INC., AN OKLAHOMA CORPORATION

BY: _____
PRESIDENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2014,
BY _____, AS PRESIDENT OF RYDER BRICK, INC., AN OKLAHOMA
CORPORATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
 AUGUST 12, 2017

COMMISSION NUMBER:
 13007397

CERTIFICATE OF SURVEY

I, DEAN ROBINSON OF SISEMORE WEISZ & ASSOCIATES, 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 AS "BRICKTOWN SQUARE" 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 AS ADOPTED.

DEAN ROBINSON
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1146

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY
OF _____, 2014, BY DEAN ROBINSON AS A REGISTERED PROFESSIONAL LAND
SURVEYOR.

w:\dodtext\bixby\14922.05DOD – 033114.doc

NOTARY PUBLIC

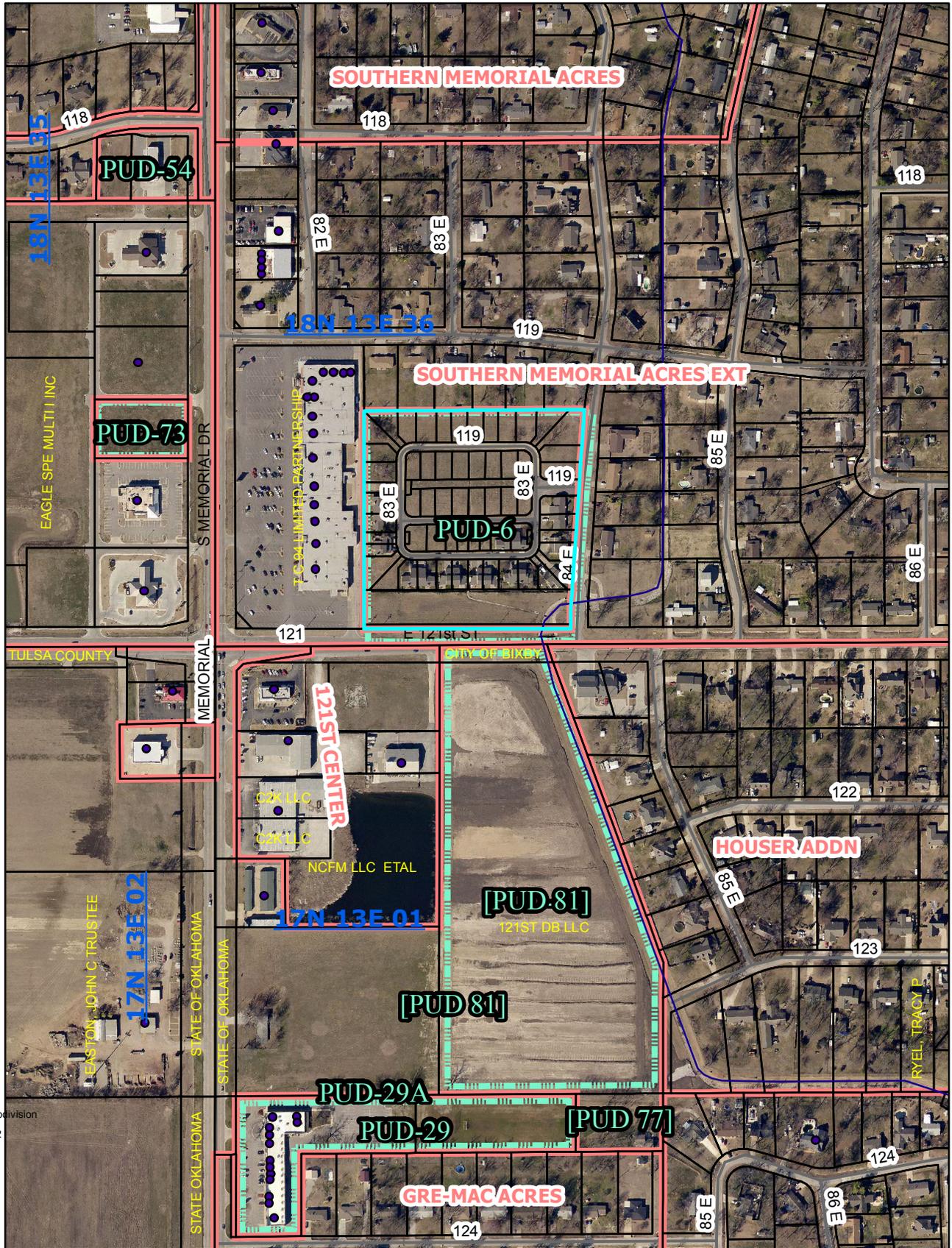
MY COMMISSION EXPIRES:

JULY 27, 2015

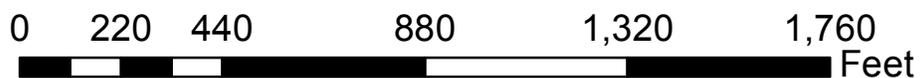
COMMISSION NUMBER:

07007192

Preliminary Plat of "Memorial Square Amended"



- Businesses
- bixby_streams
- ▭ Tulsa Parcels 02/14
- ▭ WagParcels 02/14
- ▭ TulSubdivision
- ▭ WagonerCounty_Subdivision
- WagRoads_Aug2012
- E-911_Streets
- ▭ PUD
- ▭ bixby_s-t-r
- ▭ county



PRELIMINARY PLAT MEMORIAL SQUARE AMENDED

A RE-PLAT OF MEMORIAL SQUARE, PLAT NO. 4511
AN ADDITION SITUATED IN THE SW/4 OF SECTION 36,
T-18-N, R-13-E OF THE INDIAN BASE AND MERIDIAN,
TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

PUD 6

**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

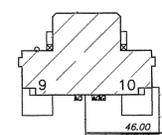
FLAT No.

OWNER:
WOODARD HOMES, INC.
P.O. BOX 950
FORTERVILLE, CA. 93258
CONTACT: GREG WOODARD
PHONE: 559-333-2108
EMAIL: GREG@WOODARDHOMES.COM

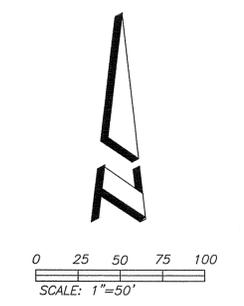
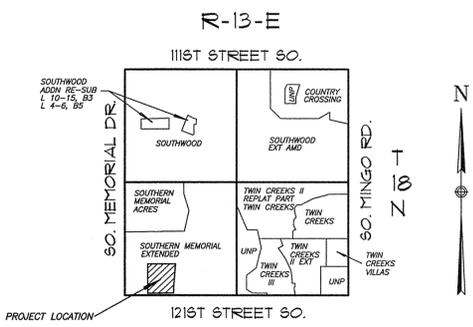
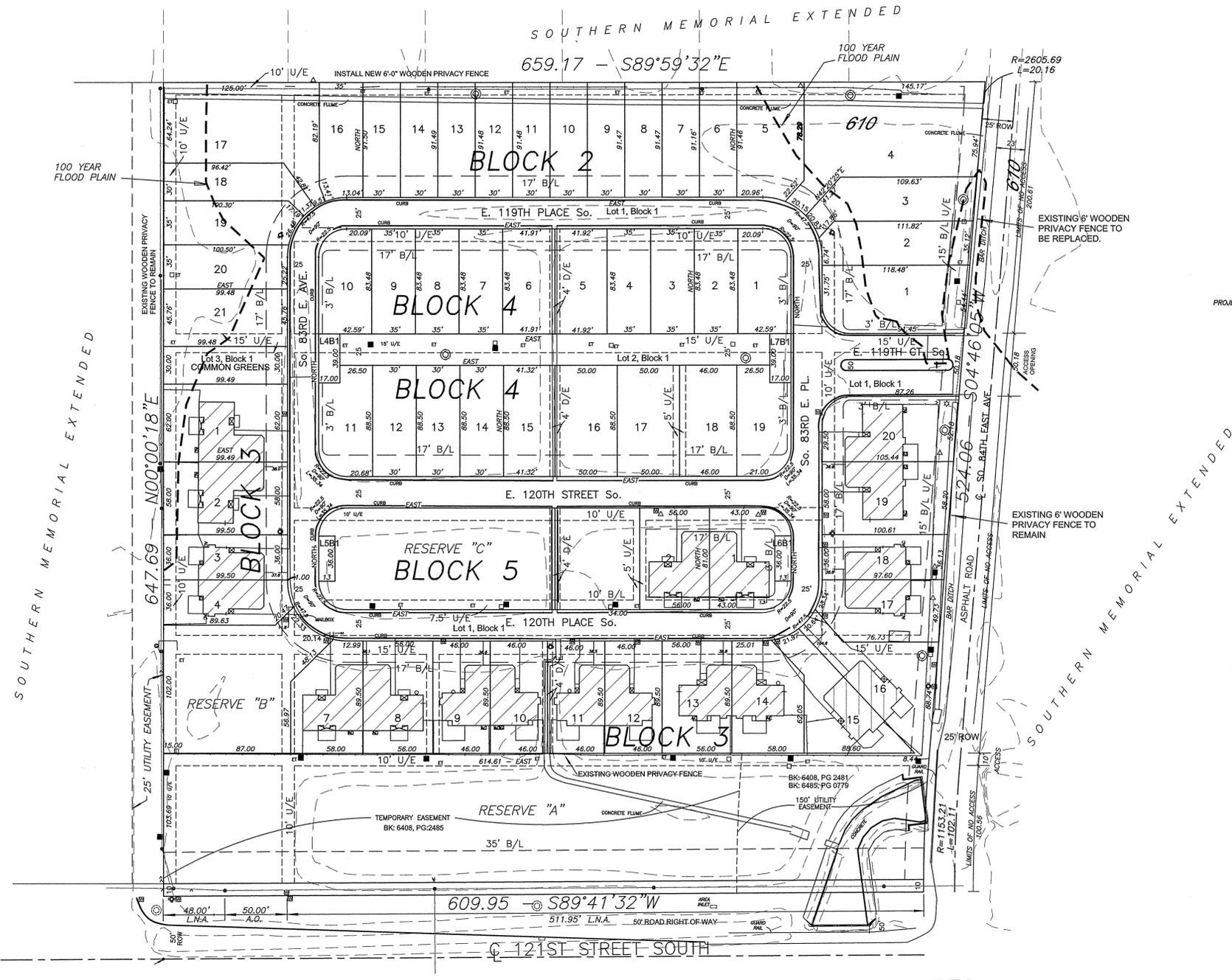
ENGINEER/SURVEYOR:
JR DONELSON, INC.
12820 SO. MEMORIAL DR.
OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
C.A. NO. 5611 EXP. 6-30-15
EMAIL: JRDON@TULSACOXMAIL.COM

LEGEND

U/E	UTILITY EASEMENT
B/L	BUILDING LINE
ROW	ROAD RIGHT-OF-WAY
D/E	DRAINAGE EASEMENT
S.O.	SOUTH
R	RADIUS
P.L.	PLACE
L	RADIUS
A	LENGTH
B	BOOK
F	PAGE
D	DRIVE
A.O.	ACCESS OPENING
F.U.D.	PLANNED UNIT DEVELOPMENT
N	NUMBER
M.A.E.	MUTUAL ACCESS EASEMENT
L.N.A.	LIMITS OF NO ACCESS
	FIRE HYDRANT
	WATER LINE
	ELECTRICAL TRANSFORMER
	OVERHEAD ELECTRIC
	SANITARY SEWER MANHOLE



EXISTING DUPLEX UNITS



"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.

BASIS FOR BEARINGS:
The basis for bearings is the West line "Memorial Square", with an assumed bearing of N 00°00'18"E.

FEMA FLOODPLAIN NOTE:
The subject property is contained in Zone Unshaded "X" and "AE"
Map No. 40143C0432L
Date: October 16, 2012

MEMORIAL SQUARE AMENDED
PUD 6
Preparation date: JUNE 15, 2014
SHEET 1 OF 3

DEED OF DEDICATION AND STATEMENT OF RESTRICTIVE COVENANTS
MEMORIAL SQUARE AMENDED
PUD-6

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WOODARD HOMES, INC. is the owner in fee simple to the following described property in the City of Bixby, Tulsa County, Oklahoma,

Being a re-plot of Memorial Square, an addition to the City of Bixby, Tulsa County, State of Oklahoma according to the recorded plat number 4511, being more particularly described as follows:

Beginning at the Northwest Corner of said Memorial Square, thence on an assumed bearing of S 89°59'32"E being the north line of said Memorial Square a distance of 659.17 feet to the Northeast corner of said Memorial Square; thence along a curve to the left with a radius of 2605.69 feet, a chord distance of 20.16 feet for a distance of 20.16 feet to a point; thence S 04°46'05"W and along the east line of Memorial Square a distance of 524.06 feet; thence along a curve to the left with a radius of 1153.21 feet, a chord distance of 102.11 feet for a distance of 102.11 feet; thence S 89°41'32"W for 609.95 feet to a point on the west line thence S 89°41'32"W for a distance of 609.95 feet to a point on the west line of Memorial Square; thence N 00°00'18"E and along the west line of Memorial Square a distance of 647.69 feet to the point of beginning.

WOODARD HOMES, INC. shall be referred to in the Deed of Dedication as the OWNER/DEVELOPER and has caused the above described land to be surveyed, staked, platted, and subdivided into lots, blocks, and streets, and has designated the same as "MEMORIAL SQUARE AMENDED", an Addition to the City of Bixby, Tulsa County, Oklahoma (hereinafter sometimes referred to as the "Subdivision"). I hereby dedicate to the City of Bixby, its successors and assigns all easements 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 of land.

Owner/Developer may be referred to as, "Owner".
Memorial Square Amended may be referred to as, "Subdivision".

SECTION 1. PUBLIC COVENANTS

A. EASEMENTS AND UTILITIES

The Owner hereby dedicate 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 that the Owner reserves the right to construct, maintain, operate, lay and repair or replace water lines and sewer lines within the property owned by the particular owner, 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 accompanying 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. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- The owners of any lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on the Owners lot.
- Within utility easements, restricted waterline, sanitary 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 any construction activity which, in the judgment of the City of Bixby, would interfere with public water mains, sanitary sewer mains, shall be prohibited.
- The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water systems, sanitary sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owners, or the Owners agents and/or contractors. Storm sewers will be privately maintained.
- The City of Bixby, Oklahoma, or its successors, shall at all times have right of access to all utility easements, restricted waterline, sanitary 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 facilities.
- The covenants set forth in this subsection shall be enforceable by the Owner, or its successors, and the owners of each lot agrees to be bound by these covenants.

C. PAVING AND LANDSCAPING WITHIN EASEMENTS

The Owners 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.

D. CERTIFICATE OF OCCUPANCY RESTRICTIONS

No Certificate of Occupancy for a building within the Subdivision shall be issued by the City until construction of the required infrastructure (streets, water, sanitary sewer and storm sewer systems) serving the Subdivision has been completed and accepted by the City. Notwithstanding the foregoing, the City may authorize the phasing of the construction of infrastructure within the Subdivision. A Certificate of Occupancy, or a Temporary Certificate of Occupancy, for a building within an authorized phase may be issued upon the completion and acceptance of the infrastructure serving the particular phase. The City's acceptance shall be evidenced by a document executed by the Mayor of the City of Bixby (the "City's Acceptance of Infrastructure") and filed in the records of the Tulsa County Clerk. Building construction occurring prior to recording of the City's Acceptance of Infrastructure shall be at the risk of the owner of the lot, notwithstanding the issuance of a building permit.

E. STREET AND EASEMENT DEDICATIONS

Memorial Square Amended's streets will be private. The dedication of utility easements, other easements to the public, contained in this Section 1, shall not take effect until a separate instrument titled "Formal Acceptance" or a similar instrument, formally accepting the dedications and infrastructure is recorded by the City of Bixby on behalf of public in the land records of the Tulsa County Clerk's office. However, the rights and uses outlined herein, necessary for the installation by private utilities of their facilities, i.e. electric, gas, telephone and communication, etc., exclusive of those dedicated to the City of Bixby or the public, shall be in effect to allow access for surveying, excavating, construction, operating, and maintaining such facilities until the city files its formal acceptance and these rights and uses are subsumed by dedication to the public and acceptance by the city.

F. UTILITY SERVICE

- Overhead lines for the supply of electric, telephone and cable television services may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable, and elsewhere throughout the subdivision, all supply lines including electric, telephone, cable television and gas lines shall be located underground in easements dedicated for general utility services as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in general utility easements.
- 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.
- 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.
- The Owners of any lot shall be responsible for the protection of the underground service facilities located on the Owners 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 owners of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or the Owner's agents or contractors.
- 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.

G. GAS SERVICE

- The supplier of 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, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
- The Owners 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 owners shall pay for damage or relocation of facilities caused or necessitated by acts of the owner of the lot or its agents or contractors.
- 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.

H. 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 owners lot. The covenants set forth in this subsection shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

I. ROOF DRAIN REQUIREMENTS

The Owner hereby imposes a restrictive covenant, which covenant shall be binding on each affected lot owner and shall be enforceable by the Owner/Developer, that buildings constructed on all lots, shall each have roof drains designed and constructed to discharge stormwater runoff to the adjacent street.

K. RESERVES "A and B and C"

Reserves A, B and C will be used for Storm Water Detention. Said detention ponds will be maintained by the property owners association.

SECTION 2. PLANNED UNIT DEVELOPMENT (PUD-6)

Usage of the following words shall having the following meanings, unless the context clearly requires otherwise: "City" shall mean the City of Bixby; "lot" shall mean a lot in the Subdivision; "lot owner" shall mean a lot owner in the Subdivision "plat" shall mean the accompanying plat of the Subdivision; and "zoning code" shall mean the City of Bixby Zoning Code.

The Planned Unit Development Restrictions are established for the mutual benefit of the Lot Owners, their successors and assigns, for the purpose of providing an orderly development of the Subdivision and for maintaining conformity of the improvements therein, the following covenants and restrictions hereby are imposed upon the use and occupancy of the lots within the Subdivision.

DEVELOPMENT STANDARDS

DEVELOPMENT AREA A. Area platted in Memorial Square as Reserve "A" and Lots 5 and 6, Block 3...and Lots 3 thru 10, Block 5 and Lot 5, Block 1.

LAND AREA:
Gross: 3.00 acres 130,680 sf
Net: 2.31 acres 100,748 sf

Zoning: "CS" district, Memorial Square as Reserve "A", Lots 5 and 6, Block 3.
"RM-1" district, Memorial Square Lots 3 thru 8, Block 5.
"RM-1" district, Memorial Square Lot 5, Block 1.

PERMITTED USES:

The proposed use for Development Area A is storm water drainage and detention.

DEVELOPMENT AREA B. Area platted in Memorial Square as Lots 1 thru 4, Block 3, Lots 7 thru 20, Block 3 and Lots 1 and 2, Block 5.

LAND AREA:
Gross: 1.99 acres 86,712 sf
Net: 1.99 acres 86,712 sf

EXISTING NUMBER OF UNITS: 20 dwelling units

LAND AREA PER DWELLING UNIT: 4,200 sf per development unit min.

PERMITTED USES:

The existing Underlying Zoning District for Lots 7 thru 16, Block 3 is "CS". The existing underlying Zoning District for Lots 1 thru 4 and Lots 17 thru 20, Block 3 and Lots 1 and 2, Block 5 is "RM-1". Use Unit 7, duplexes, and Use Unit 7A, townhouses are allowed in the Development Area B.

LOT WIDTH (min.ft.) 20 feet
THE MINIMUM LOT WIDTH FOR FLAG LOTS 12 feet
At the private street

MINIMUM LOT AREA: 1600 sf
MINIMUM LIVABILITY SPACE 1000 sf

THE BUILDING SETBACKS (YARD REQUIREMENTS):

Front yard abutting a private street 10 feet
Rear yards (min.ft.) 5 feet
Side yards (min.ft.) 0 feet

THE MAXIMUM BUILDING HEIGHT 40 feet or 2 stories
whichever is less

Other Bulk and Area Requirements As provided within a CS and/or RM-1 District as per existing respective zoning district boundaries

MASONRY requirement (min.sq.ft.) 0% of the existing building elevation surface.

OFF STREET PARKING 1 SPACE

DEVELOPMENT AREA C. Area platted in as Blocks 2 and 4, Memorial Square,

LAND AREA:
Gross: 3.66 acres 159,740 sf
Net: 3.66 acres 159,740 sf

INTENSITY OF USE: 40 LOTS

LAND AREA PER DWELLING UNIT: 4,200 sf per development unit min.

PERMITTED USES:

The existing zoning is "RM-1".
The 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.

LOT WIDTH (min.ft.) 20 feet
THE MINIMUM LOT WIDTH FOR FLAG LOTS 12 feet
At the private street

LANDSCAPED AREA AND VISUAL SCREENING:

- 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. The existing fence along the west property line screening Town and Country Shopping Center will remain in place. Trees along the entrance and existing duplexes will remain. The trees along 119th Place will be kept, if possible, during the construction process.

SIGNAGE:

- Any proposed new subdivision signage will be applied for with a sign application.

STANDARD REQUIREMENTS:

- 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:

- The paved streets are shown as Lot 1, Block 1, Memorial Square and in this PUD are private and in place. These streets are 25 feet wide face of curb to face of curb. The City Engineer will confirm East 120th, East 120th Place, and 83rd E Ave. and 83rd E. Place, south of E. 120th Street will be elevated to meet the City of Bixby street flooding standards. Sidewalks, 4 feet in width, will be constructed by the owner/developer along the internal private streets and approved by the City Engineer. Sidewalk easements will be determined during the platting process. Limits of No Access and an Access Opening will be shown along So. 84th E. Ave. The right of way road width shown on the recorded plat no. 4511 of Memorial Square will remain in place. Limits of No Access will be imposed along the E. 121st Street frontage, except for approved access openings.

UTILITIES AND DRAINAGE:

- Site utilities are existing for Memorial Square, Plat No. 4511 and presently used by the duplexes in Development Area B. Development Area A, will be used for on-site storm water detention. The elevation of rims for sanitary sewer manholes and fire hydrant base elevations will be determined by the City Engineer. The City Engineer will approve storm water detention, streets and any other required improvements. Street light locations will be determined by AEP/PSO. Traffic signs will be approved by the Bixby Police Department. Utilities are shown on Exhibit D of the PUD.

PLATTING REQUIREMENT:

- 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. Platting will be required before Building Permit issuance. Additional Drainage Easements and/or Utility Easements may be required during the platting process to contain the existing drainage or utility infrastructure which will remain.

PLATTING REQUIREMENT:

- 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.

SECTION 3. PRIVATE COVENANTS AND RESTRICTIONS

The following standards shall apply to all lots of the Subdivision unless specifically modified or superceded by more specific provisions adopted by the Owners as hereinafter provided.

- Architectural Committee. The Owner may form an Architectural Committee (referred to in this document as the "Architectural Committee" or "Committee") for the Subdivision. If an Architectural Committee is not formed, WOODARD HOMES, INC. shall perform all functions of the Architectural Committee. The Architectural Committee will:
 - Review and approve all structures to be built on the lots in the Subdivision, and approve the site plan.
 - Be responsible for interpreting all development and construction standards contained in this Deed of Dedication as applicable to the lots in the Subdivision.

A. Private Covenants and Restrictions Applicable to all Lots. The Committee shall consist of not less than one (1) nor more than three (3) members to be appointed by the Owner, until the Owner, in its sole discretion, assigns and transfers the responsibility for the appointment of the Committee to any Property Owners Association formed. No new building or improvements may be commenced on any lot in the Subdivision without the written approval of the Committee.

2. Required Plans. The architectural plans to be submitted and approved by the Committee shall include, at a minimum, the following with regard to each improvement to be constructed on any Lot in the Subdivision, prior to submittal to the City of Bixby.

- An accurate site plan;
- An accurate floor plan;
- All exterior elevations;
- A landscaping plan, including, but not limited to, the composition, location and height of fencing for trash receptacles;
- Any other plans or information requiring approval of the City of Bixby or any of its commissions or committees; and
- Details regarding the composition of all roofing and external building materials.

3. Building materials. Building designs, elevations and materials shall comply with minimum standards set forth in all applicable City of Bixby ordinances and regulations. Building designs, elevations and materials also shall be approved by the Architectural Committee. Any deviation of the exterior construction materials shall be permitted only with the written consent of the Architectural Committee.

4. Nuisance prohibited. No noxious or offensive trade or activity shall be carried on upon any lot in the Subdivision, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood. Each lot shall be maintained in a neat and orderly condition, free of rubbish, trash, and other debris and should be mowed to prevent growth of weeds and tall grass.

5. Permitted uses will be in accordance with existing Zoning Codes and and PUD 6.

6. Developmental phasing, Lot division, single-use Lots. Developmental phasing shall be allowed. A lot in the Subdivision may be split or further subdivided with approval by the City of Bixby. Lot splitting may also correct encroachments or other boundary deficiencies caused by errors in the platting, re-platting or surveying of the Subdivision or parts thereof and as directed by the City of Bixby, the Owners or except as otherwise provided in the Covenants.

7. Compliance. The development and use of the Subdivision shall be in compliance with the Plat and other plans approved by the City of Bixby regarding the Subdivision.

8. Minor Amendments. The Covenants shall be deemed amended (without necessity of execution of an amending document) to conform to amendments to bulk and area requirements and other minor amendments that subsequently may be approved by the City of Bixby Planning Commission or other agency of the City pursuant to its review of a minor amendment processed in accordance with the provisions of the City of Bixby Zoning Code, and the filing of a certified copy of the minutes of the Bixby Planning Commission with the Tulsa County Clerk.

9. Conflicts. If there is any conflict between these general standards and specific standards described herein for particular lots in the Subdivision, the specific standards shall control.

10. Owner/Developer Reservation of Right. The Owner/Developer reserves the right, in its sole discretion and without joinder or approval of any other owners of a particular lot in the Subdivision, so long as the Owner/Developer is the owner of any lot in any block in the Subdivision, to amend, revise or abolish any one or more of the above covenants and restrictions in Section 3, "Private Covenants and Restrictions" by instrument duly executed and acknowledged by Owner/Developer and filed in the Office of the Tulsa County Clerk.

11. RESERVE 'A, B and C'. RESERVES 'A, B and C', as depicted on the plat will be utilized for storm water drainage and detention.

12. RESERVE Maintenance. The Property Owners Association will be responsible for the maintenance of RESERVES 'A, B AND C'.

13. No fence or wall shall be erected or placed on any Lot without the consent of the Architectural Committee. The Architectural Committee will review the material and location of all fencing.

14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material, other than paved parking, shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage in the easements or which may obstruct or retard the flow of water, and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible or for repairing or replacing any damaged parking lot paving.

15. No structure or vehicle such as a trailer, basement, tent, shack, garage, barn, camper, mobile home or other outbuilding shall be used on any Lot any time as residence. Trailers may be used temporarily during the process of constructing a permanent building on a Lot.

16. All signs are prohibited on these Lots and buildings thereon except:
- Signs that meet the current City of Bixby Codes regulating the location, design and quality of maintenance;
 - Signs erected by the City of Bixby or County of Tulsa for identification of streets, traffic control and directional purposes;
 - Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 30 square feet in area unless approved by the Owner/Developer;
 - Signs erected by the Owner advertising the name and entrance of the sold properties;
 - Promotional banners may be displayed, if Bixby City Zoning Codes allow, for a maximum of 14 days;
 - All site specific signs must be approved by the Architectural Committee.

17. No Lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other wastes shall not be kept except in approved sanitary containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be fenced from view and kept in a clean and sanitary condition.

18. All automobiles and other motorized vehicles on the Lots must be state licensed, state inspected and in running order at all times. All vehicles are to be parked at all times on the Lot hard surface.

19. No antenna, aerial, or other device except a roof mounted 18" satellite dish shall be permitted on any structure where some form of TV cable is available, including pay satellite furnished by others. Where TV cable or pay satellite is not available, Owner is permitted one (1) antenna which will be allowed for the sole purpose of television broadcast only, and such antenna shall be raised to a height necessary for the TV reception in the area. No CB, ham radio, satellite dish, or other antennas shall be permitted. The Architectural Committee or Woodard Homes, Inc., or its assigns may waive any item of this paragraph.

20. In the event that any lot is sold and no structure is immediately erected, at all times, the owner or owners of such lot or lots shall keep sold property mowed and in a sanitary condition at all times.

21. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration herein be made until the plans and specifications showing the nature, size, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Committee. In the event said Committee fails to approve or disapprove, in writing, such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to be fully complied with.

22. In the event a building on any Lot in said Subdivision is destroyed by fire or otherwise destroyed, the owner of said Lot shall raze the structure and clean off the tract or start to rebuild the structure within 120 days from the time the building was destroyed.

23. The exterior walls of the buildings that face a private street shall have a minimum of 25% masonry covering the structure unless approved otherwise by the Architectural Committee. Masonry to be either: concrete, brick, stone or stucco.

24. Sidewalks shall be 4 feet wide and be constructed behind the curb unless approved otherwise by the City or the Architectural Committee.

25. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any building site outside of the building unless the same shall otherwise be screened by such walls, fences, and landscaping to attractively conceal areas visible from outside of the building site boundaries.

SECTION 4. PROPERTY OWNERS ASSOCIATION

A. WOODARD HOMES, INC., the Owner/Developer has formed the "MEMORIAL SQUARE", Property Owners Association, an Oklahoma not-for-profit corporation, (the "Association"). The purpose of the Association is to operate, manage, repair, replace and maintain the common areas serving or benefitting MEMORIAL SQUARE AMENDED including, without limitation, signage, landscaping, storm drainage, storm sewer facilities, utility systems, sprinkler systems, easement areas and other amenities, traffic control equipment, streets, fences, line painting, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, depreciation on or rentals of machinery and equipment, personnel to implement such services, direct pedestrian traffic and parking in the common areas, any other activities necessary to keep such common areas in a good state of repair and enhance the value, security, desirability and attractiveness of MEMORIAL SQUARE AMENDED.

B. Membership. Every lot owner or parcel owner in MEMORIAL SQUARE AMENDED shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any lot or parcel in the Subdivision. The acceptance of a deed to one (1) or more lots or parcels shall constitute acceptance and membership in the Association as the date of recording of such deed.

C. Assessment by Association. Each lot or parcel owner within the Subdivision shall be subject to assessment by the Association for the purposes of operating, managing, repairing, replacing and maintaining the common areas serving or benefitting MEMORIAL SQUARE AMENDED including, without limitation, signage, landscaping, storm drainage, utility systems, sprinkler systems, easement areas and other amenities, the detention pond, traffic control equipment, streets, fences, line painting, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, depreciation on or rentals of machinery and equipment, personnel to implement such services, direct pedestrian traffic and parking in the common areas, any other activities necessary to keep the common areas in a good state of repair and enhance the value, security, desirability and attractiveness of MEMORIAL SQUARE AMENDED and such other purposes as the Board of Directors of the Association may, from time to time, determine pursuant to the By-Laws and Certificate of Incorporation of the Association.

D. Association Beneficiary of Covenants. Without limitation of such powers and rights as the Association may have, the Association shall be deemed a beneficiary of the various covenants contained in this Deed of Dedication to the same extent as all other beneficiaries thereof, including each lot or parcel owner, and the supplier of any utility or other service within the Subdivision, and shall have the right to enforce these covenants and agreements.

E. Payment of Assessments. Owners hereby covenant and each lot or parcel owner by acceptance of a deed to a lot or parcel, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (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 or parcel and shall be a continuing lien upon the lot or parcel 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 or parcel 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.

F. Delinquent Assessments. Any assessment which is not paid when due shall be delinquent and shall constitute a lien on the lot or parcel 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/parcel, 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 or parcel.

G. 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 or parcel shall not affect the assessment lien; provided, however, the sale or transfer of any lot or parcel 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 or parcel from the lien for assessments thereafter becoming due.

SECTION 5. ENFORCEMENT, AMENDMENT, ETC.

A. Enforcement. The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner of each lot, its successors and assigns. Covenants within Section 1, whether or not specifically therein so stated, shall injure to the benefit of and shall be enforceable by the Property Owner's Association. Section 2, Planned Unit Development PUD 6 and provisions of the Bixby Zoning Code and shall injure to the benefit of and shall be enforceable by the any of the Owners and their respective successors and assigns in title. The covenants contained in Section 3, Private Covenants and Restrictions, may be enforced by any owner of a lot and/or the Property Owners Association. Section 4, Property Owners Association, shall injure only to the benefit of and shall be enforceable by any owner of a lot and/or the Property Owners Association. If the undersigned Owners, or its successors or assigns, any owner of a lot, or any other person, shall violate any of the covenants or restrictions contained herein, it shall be lawful for any owner of a lot, or the Property Owners Association, as appropriate in accordance with their respective interests identified herein, to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent it, him, her or them from so doing or to compel compliance or to recover damages. In any judicial action to enforce the provisions of this Section, the prevailing party may recover reasonable costs and attorney fees. In any judicial action brought by any owner to enforce the provisions of this Deed of Dedication, 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. Provided, if the 30 year limitation at any time shall be deemed to apply, then, at the expiration of such 30 year term, the restrictions shall be deemed to automatically renew for successive periods of seven (7) years, unless terminated or amended as provided herein or as allowed by law.

C. Amendment. The covenants contained within Section 1, Public Covenants, 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 Planning Commission, or its successors, and the City of Bixby, Oklahoma. The covenants contained within Section 2, Planned Unit Development 6, 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 Planning Commission, or its successors. The covenants contained within Section 3 Private Covenants and Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of two-thirds (2/3) of the lots, parcels or land to which the amendment or termination is to be applicable.

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.

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 access rights reserved as represented on the plat

IN WITNESS WHEREOF, WOODARD HOMES, INC. has executed this instrument this _____ day of _____, 20____.

WOODARD HOMES, INC.

By: _____

STATE OF OKLAHOMA)
COUNTY OF) ss.

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ as Owner of MEMORIAL SQUARE AMENDED.

Notary Public

My commission expires: _____

CERTIFICATE OF SURVEY

I, Charles K. Howard, a Registered 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 "MEMORIAL SQUARE AMENDED", a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying.

Charles K. Howard, RLS 297
CA NO. 5611 EXP. DATE: 6/30/2015

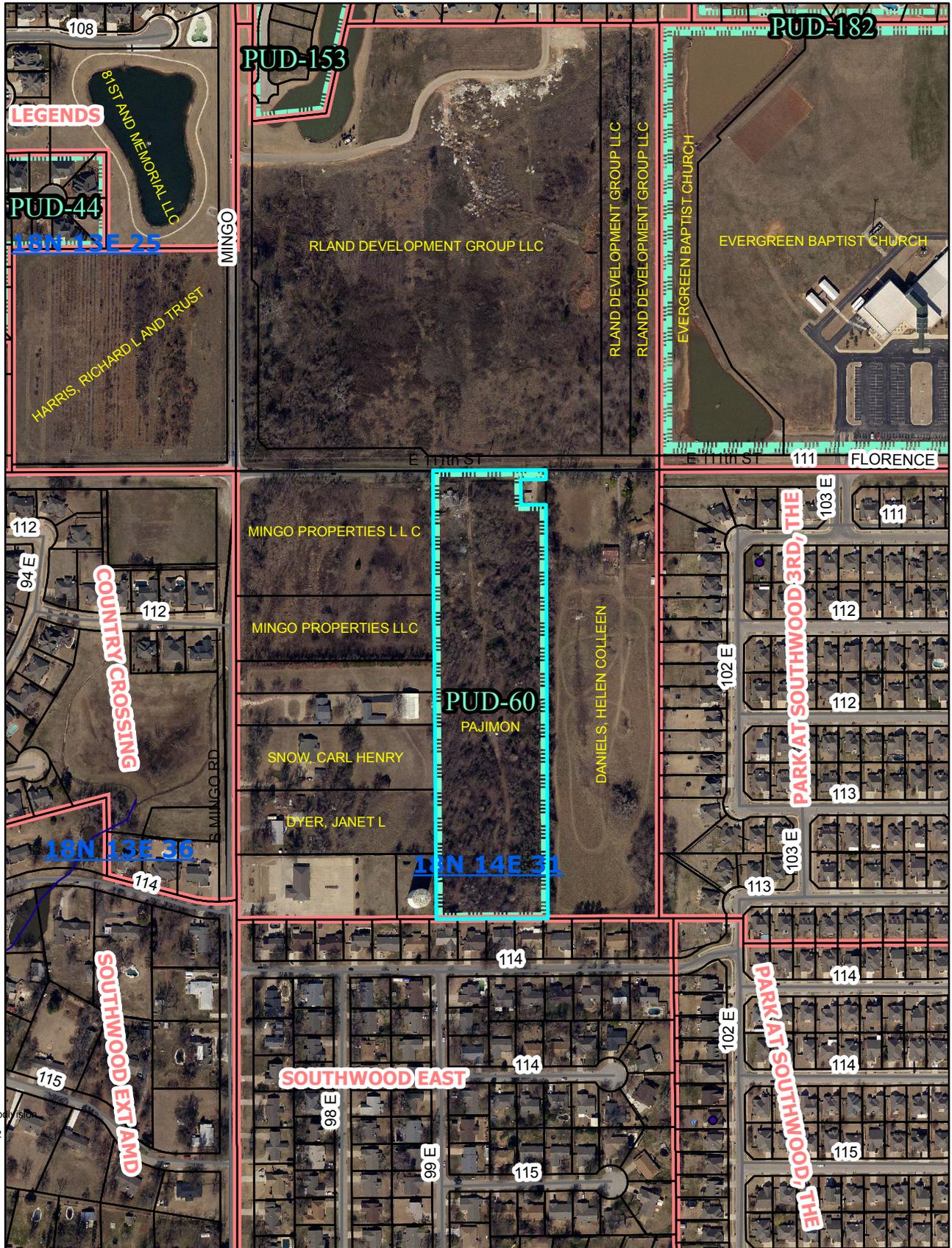
STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

The foregoing Certificate of Survey was acknowledged before me on this _____ day of _____, 2014, by Charles K. Howard, RLS No. 297.

Notary Public

My commission expires: _____

Preliminary Plat of "Brisbane Office Park"



- Businesses
- bixby_streams
- ▭ Tulsa Parcels 02/14
- ▭ WagParcels 02/14
- ▭ TulSubdivision
- ▭ WagonerCounty_Subdivision
- WagRoads_Aug2012
- E-911_Streets
- ▭ PUD
- ▭ bixby_s-t-r
- ▭ county



DEED OF DEDICATION AND STATEMENT OF RESTRICTIVE COVENANTS

BRISBANE OFFICE PARK
PUD NO. 60

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, StoreTulsa.com, LLC is the owner in fee simple to the following described property in the City of Bixby, Tulsa County, Oklahoma, to-wit:

An Addition being more particularly described by metes and bounds, by Charles K. Howard, L.S. 297, as follows, to-wit:

Part of the west 10 acres of the east 20 acres of Government Lot 1, in Section 31, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof less a tract of land beginning 846.8 feet east and 26.9 feet south of the northwest corner of Government Lot 1; thence south 75 feet; thence east 75 feet; thence north 75 feet; thence west 75 feet to the point of beginning.

and have caused the above-described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, and have designated the same as "Brisbane Office Park", an Addition to the City of Bixby, Tulsa County, Oklahoma (hereinafter sometimes referred to as the "Subdivision").

SECTION 1. PUBLIC COVENANTS

A. UTILITY EASEMENTS

The Owners hereby dedicate to the public use forever the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all utilities including storm sewer, sanitary sewer, telephone and communication lines, electric power lines and transformers, gas lines and water 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 into and upon said utility easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easement or rights-of-way as shown, provided however, that the owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sanitary sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all public streets, alleys, and utility easements, shown on said plat, for the purposes of furnishing water and/or sanitary sewer services to the area included in said plat.

B. WATER AND SANITARY SEWER SERVICE

In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit:

The owner of each lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on his lot and within the depicted street right-of way and utility easement areas, if ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

The Owners or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, the owner will pay damage for relocation of such facilities or necessitated by the acts of the owner or his agents or contractors.

The City of Bixby or its successors through its agents and employees shall at all times have the right of access with their equipment to all such easement ways shown on said plat, including the "15' Restricted Water Line Easement", (to be used only for water lines) or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of underground water facilities.

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

C. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service lines, the lot is subject to the following:

1. Street light poles or standards shall be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

2. All supply lines in the Subdivision including electric, telephone, cable television and natural gas service lines shall be located underground in the easements reserved for general utility services and streets shown on the plan of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

3. Underground service cables and natural gas service lines to all buildings which may be located in the Subdivision may be run from the nearest natural gas main, service pedestal or transformer to the point of usage determined by the location and construction of such building as may be located upon said lot: provided that upon that the installation of such a service cable or a natural gas service line to a particular building, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or natural gas main to the service entrance on the building.

4. The supplier of electric, telephone, cable television and natural gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or 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 natural gas service facilities so installed by it.

5. The owner of each lot in the Subdivision shall be responsible for the protection of the underground electric 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. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of the lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors.

D. STORM SEWER

1. The storm sewers will be privately owned and privately maintained.

2. StoreTulsa.com, LLC, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer systems for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.

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

4. The storm sewers shall be owned by and maintained, at the sole cost and expense, of the owner of the lot upon which the storm sewers are located.

5. In the event that the storm sewers are accepted by the City of Bixby, the City of Bixby or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of each lot will pay for damage or relocation of such system caused or necessitated by the acts of the owner of each lot or its agent or contractors.

6. 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. 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.

E. SURFACE DRAINAGE

1. 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.

2. 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.

3. The property owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) and shall prevent any construction activity which may interfere with such public water mains, valves, storm sewers, and or public sanitary sewer facilities.

4. The covenants set forth in this section shall be enforceable by any affected property owner and by the City of Bixby, Oklahoma.

F. OWNER RESPONSIBILITY WITHIN EASEMENTS.

The owner of the lots shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on the lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

G. LAND USE

All construction shall be strictly according to the ordinances of the City of Bixby, Oklahoma.

H. "RESERVE A", DETENTION POND.

1. The Stormwater drainage system shall be designed and constructed in accordance with the Adopted Ordinances, Resolutions standards and design requirements as adopted by the City of Bixby, as appropriate, and shall be so designed to collect and pass the runoff from a 100-year frequency flood under conditions of full urbanization. The 2, 5, 10, 50, 100 year flows shall be modeled and 500 year flow analyzed. The entire flow shall be confined within the said stormwater drainage systems.

2. The stormwater detention facility if required by City of Bixby adopted standards, shall be designed and constructed in accordance with said standards.

SECTION 2. PLANNED UNIT DEVELOPMENT RESTRICTIONS

A. DEVELOPMENT AREA A (OFFICE USE)

LAND AREA:

Gross: 2.49 acres 108,494 square feet
Net: 2.49 acres 108,494 square feet

PERMITTED USES (to be allowed by right):

Those uses permitted are all the Use Units allowed by right within the "OL" zoning district of the City of Bixby Zoning Code as well as Use Unit 16 mini-storage business use; and all accessory uses permitted in the underlying zoning district and in the Planned Unit Development Chapter of the City of Bixby Zoning Code.

MINIMUM FRONTAGE 75'
MAXIMUM BUILDING FLOOR AREA 12,375 sf
MAXIMUM BUILDING HEIGHT (mini-storage buildings) 25 sf
MAXIMUM BUILDING HEIGHT (office building) 25 sf

(.30 Floor Area Ratio is specified in Section 11-7C-4 of the City of Bixby Zoning Code for the OL Zoning District and is incorporated into Section 11-71-5A-2 of the Code.)

MINIMUM BUILDING SETBACKS

West boundary 10.0 feet
South boundary 0 feet
North boundary 0 feet
In addition to the right of way designated on the Major Street and Highway Plan for E. 111th St. 50.0 feet
East boundary 10.0 feet
To the distance add 1 foot for each 1 foot of building height exceeding 18 feet.

B. DEVELOPMENT AREA B (MINI-STORAGE USE)

LAND AREA:

Gross: 4.68 acres 203,922.65 square feet
Net: 4.68 acres 203,922.65 square feet

PERMITTED USES

Mini-storage use, specified as an "included use" in Use Unit 16 office use, and all accessory uses permitted in the OL Zoning District. (Provided, upon approval of the rezoning of Development Area A to the OL Zoning District and upon approval of the PUD by the City Council, no special exception shall be required for mini-storage use in Development Area B.

MINIMUM FRONTAGE N/A

MAXIMUM BUILDING FLOOR AREA (using .50 FAR)

(.50 Floor Area Ratio per new Section 11-9-16-C of the City of Bixby Zoning Code for the OL Zoning District and is incorporated into Section 11-71-5A-2 of the Code.) 101,961.33 square feet

MAXIMUM BUILDING HEIGHT (mini-storage buildings) One Story
(One story height may vary depending on type of finish)

MINIMUM BUILDING SETBACKS

West boundary 10.0 feet
South boundary N/A
North boundary N/A
East boundary 10.0 feet

C. DEVELOPMENT AREA C

LAND AREA:

Gross: 2.42 acres 105,606 square feet
Net: 2.42 acres 105,606 square feet

PERMITTED USES:

Storm water detention and open space buffer, as conceptually depicted on Exhibit A of the PUD.

D. DEVELOPMENT STANDARDS FOR ALL DEVELOPMENT AREAS

1. LANDSCAPED AREA AND SCREENING

a. All development and construction in Development Areas A and B shall comply with all applicable codes and regulations of the City of Bixby.

b. A Preliminary Landscape and Screening Plan is depicted on Exhibit H. Owner/Developer shall submit a detailed landscape and screening plan as required by the City of Bixby pursuant to the Planned Unit Development and Landscape Requirements chapters of the Bixby Zoning Code.

c. All landscaping and screening shall meet or exceed the requirements of the PUD Chapter (Chapter 7-1), the Landscape Requirements Chapter (Chapter 12), or an alternative plan may be approved by the Bixby Planning Commission if it determines that, although not meeting the technical requirements of the foregoing chapters, the plan is equivalent to or better than the requirements of the foregoing chapters.

d. A detail landscape plan for the development areas shall be approved by the Bixby Planning Commission prior to issuance of a building permit. A landscape architect registered or civil engineer registered in the State of Oklahoma shall certify to the zoning officer that all required landscaping has been installed in accordance with the approved landscape plan, prior to issuance of an occupancy permit. The landscape materials required under the approved plan shall be maintained and replaced as needed, as a continuing condition of the granting of an occupancy permit.

2. SIGNS

a. Signage shall comply with the PUD Chapter (7-1), as well as the signage requirements of the Use Unit 21 (Business Signs and Outdoor Advertising) of the City of Bixby Zoning Code.

b. No sign permits shall be issued for erection of a sign within the PUD until a detail sign plan for that lot has been submitted to the Bixby Planning Commission and approved as being in compliance with the approved PUD development standards.

c. 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.

3. LIGHTING

a. Lighting used to illuminate the development area shall be so arranged as to shield and direct the light away from adjacent residential areas and residential uses within the PUD. No light standard or building-mounted light shall exceed 14 feet.

4. TRASH, MECHANICAL AND EQUIPMENT AREAS

a. There shall be no storage of recyclable materials, trash or similar material outside a screened receptacle. All trash, mechanical and equipment areas, including building mounted, shall be screened from public view in such a manner that the areas cannot be seen by persons standing at ground level.

5. TOPOGRAPHY, DRAINAGE AND UTILITIES

a. Topography. Existing topography of the Site is depicted in Exhibit E of the PUD.

b. Drainage. Stormwater shall drain and be connected to the onsite storm water detention area depicted on Exhibit E of the PUD. All stormwater drainage structures shall be installed and maintained in accordance with all applicable City of Bixby Ordinances and regulations, and as shall be more particularly described in Restrictive Covenants included in the Plat of the Site.

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

During construction on the property, the owners of the development areas, and any platted lots within the development areas, will provide adequate and reasonable erosion control, and after construction, they will provide and maintain vegetative, landscaped ground cover so that soil does not erode on or from the property.

Utilities. Existing utilities are depicted on Exhibit E of the PUD. Proposed detention and utilities are depicted on Exhibit F of the PUD.

6. ACCESS, CIRCULATION AND PARKING

Access, traffic circulation and parking is depicted on Exhibit G of the PUD. All drives and parking areas within the PUD shall be privately owned and maintained. Mutual access between and across individual lots and mutual parking privileges shall be provided by a mutual access agreement to be recorded in the office of the Tulsa County Clerk by the Owner/Developer or by provisions in the Deed of Dedication and Restrictive Covenants that will be filed along with the plat of the property.

Pedestrian access and circulation shall be depicted on any detailed site plan drawing and/or landscape plan required by the City of Bixby. As stated above, all mutual access drives in the Development Area lots shall be private drives, which shall be constructed in accordance with all applicable City of Bixby codes, regulations and standards.

Parking for Development Area B shall contain a minimum of one space per 5,000 square feet of mini-storage building floor area per Section 11-9-16D of the Zoning Code. Parking for Development Areas A and C shall contain a minimum of one space per 300 square feet of floor area, unless (1) of the office space shall include a studio or school, in which event there shall be one space per 150 feet of floor area, or (2) the office space shall contain a medical or dental facility, in which event there shall be one space per 250 feet of floor area.

(Note: Section 11-9-11D of the City of Bixby Zoning Code incorporated erroneous parking space requirements that existing in Section 1011.4 of the repealed zoning code. The minimum parking requirements set forth herein for Development Areas A and C are taken from the City of Tulsa Zoning Code.

7. RESTRICTIVE COVENANTS ENFORCEMENT

Restrictive covenants will be adopted and recorded for the PUD as platted. Owners of the respective platted lots and or buildings in the PUD will be required by the covenants to keep and maintain the lots and improvements in a clean and professional manner (the "Maintenance Covenant"). The Maintenance Covenant will be enforced by the owner or the owners' association for each platted lot or building in the PUD.

The hours of daily operation will be from 5:00 am to 10:00 pm. There will be no space used as a residential dwelling. A security system will be installed for the project to monitor client movement within the facility and serve as a deterrent for non clients.

8. PERMIT PREREQUISITES

No zoning clearance permit shall be issued until a detail site plan, including all buildings, parking, drives, walkways, and landscape areas, has been submitted to the Bixby Planning Commission and approved as being in compliance with the PUD development standards and all other applicable standards of the City of Bixby.

SECTION 3. PRIVATE COVENANTS AND RESTRICTIONS.

Usage of the following words shall having the following meanings, unless the context clearly requires otherwise: "City" shall mean the City of Bixby; "lot" shall mean a lot in the Subdivision; "lot owner" shall mean a lot owner in the Subdivision; "plat" shall mean the accompanying plat of the Subdivision; and "zoning code" shall mean the City of Bixby Zoning Code.

For the purpose of providing an orderly development of the Subdivision and for maintaining conformity of the improvements therein, the following covenants and restrictions hereby are imposed upon the use and occupancy of the lots within the Subdivision.

A. Private Covenants and Restrictions Applicable to all Lots. The following standards shall apply to all lots of the Subdivision unless specifically modified or superceded by more specific provisions adopted by the Owner as hereinafter provided.

1. Mutual Access Easements. Mutual Access Easements, as depicted on the accompanying plat, are hereby established for the purposes of permitting vehicular and pedestrian access to and from all areas adjacent to and contained within the plat, and 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. Provided, however, governmental agencies and suppliers of utilities shall have the reasonable use of the easements incidental to the provision of services within the lots within the plat.

2. Mutual Access Easement Maintenance. StoreTulsa.com, LLC, will be responsible for the maintenance of the Mutual Access Easement and any and all improvements situated in the Mutual Access Easement.

3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material, other than properly permitted paved parking, shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage in the easements or which may obstruct or retard the flow of water, and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible or for repairing or replacing any damaged parking lot paving.

4. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and/or other wastes shall not be kept except in approved sanitary containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be fenced from view and kept in a clean and sanitary condition.

B. 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 StoreTulsa.com, LLC, except Sections 1.A., 1.B., 1.C., 1.D., 1.E., 3.A.3., 3.B.2. and 3.B.4. and all of Sections 2 (PUD restrictions), 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.

4. Enforcement. The restrictions herein set forth are covenants to run with the land shall be binding upon the Owner, its successors and assigns and all parties claiming under it, and otherwise shall be enforceable as set forth and shall be binding upon the Owner, its successors and assigns and all parties claiming under it. If the Owner, or its successors or assigns, shall violate any of the covenants herein, it shall be lawful for the City of Bixby, Oklahoma (as to the violation of the Covenants contained in Section 1), to maintain any action at law or in equity against the Owner to prevent the Owner from so doing, to compel compliance with the covenants, or to recover damages for such compliance with the covenant.

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

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

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

StoreTulsa.com, LLC

By: Member/Manager

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

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

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

Notary Public

My commission expires: _____

SURVEYORS CERTIFICATE

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

WITNESS my hand and seal this _____ day of _____, 20____.

Charles K. Howard, RLS #297
C.A. No. 5611 Exp.Date: 6/30/2015

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

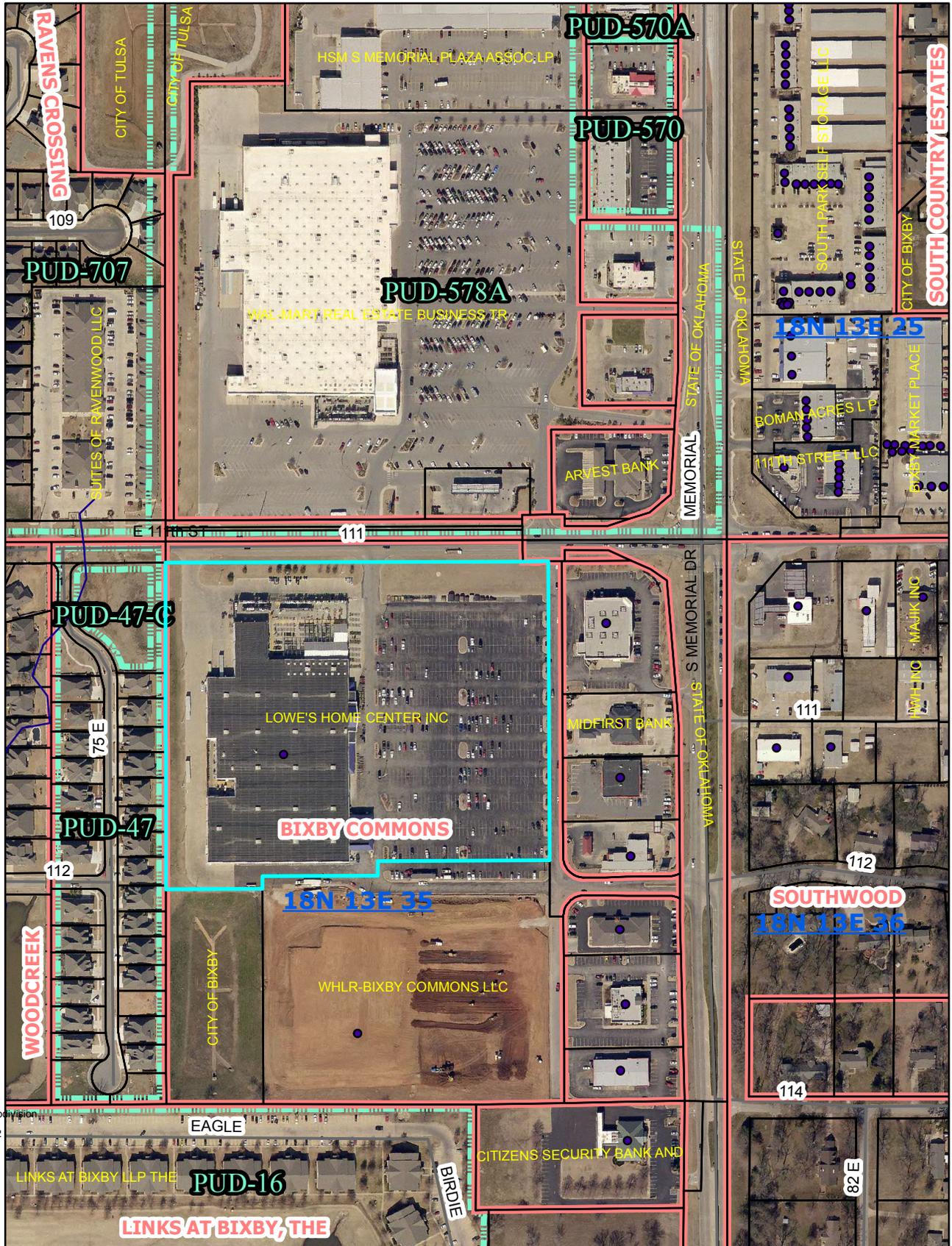
Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary 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: _____

**BL-392 – Randy Shoefstall of White Surveying, Inc. for
Lowe's Home Center, Inc.**





City of Bixby Application for Lot-Split

Applicant: RANDY SHOEFSTALL
 Address: 9936 E 55TH PL TULSA, OK 74146
 Telephone: 918 663 6924 Cell Phone: _____ Email: RANDY@WHITESURVEY.COM
 Property Owner: LOWES HOME CENTER Property Address: 11114 SO MEMORIAL
 Existing Zoning: CS Existing Use: COMMERCIAL Use Unit #: _____

Attach four (4) copies of a survey drawing including existing and proposed lot lines, buildings and improvements dimensioned to existing and proposed lot lines, adjacent street and other rights-of-ways, street widths, easements of record, existing access limitations, north arrow, scale, and date.

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

LOT 2, BIXBY COMMONS			
FIRST TRACT TO BE CREATED	Legal Description of Proposed Tract	Source of Water supply for this Tract	
	SEE ATTACHED TRACT 1	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER	
		Type of Sewage Disposal to be Available for this Tract	
		<input checked="" type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER	
Street or Streets Tract will face		E 111TH ST & BIXBY COMMONS DRIVE	
Proposed Use of this Tract		Average Lot Width	Street frontage
COMMERCIAL		147	147
SECOND TRACT TO BE CREATED	Legal Description of Proposed Tract	Source of Water supply for this Tract	
	SEE ATTACHED TRACT 2	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER	
		Type of Sewage Disposal to be Available for this Tract	
		<input checked="" type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER	
Street or Streets Tract will face		E 111TH ST & BIXBY COMMONS DRIVE	
Proposed Use of this Tract		Average Lot Width	Street frontage
COMMERCIAL		822.5'	715'
THIRD TRACT TO BE CREATED	Legal Description of Proposed Tract	Source of Water supply for this Tract	
		<input type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER	
		Type of Sewage Disposal to be Available for this Tract	
		<input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER	
Street or Streets Tract will face			
Proposed Use of this Tract		Average Lot Width	Street frontage
FOURTH TRACT TO BE CREATED	Legal Description of Proposed Tract	Source of Water supply for this Tract	
		<input type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER	
		Type of Sewage Disposal to be Available for this Tract	
		<input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER	
Street or Streets Tract will face			
Proposed Use of this Tract		Average Lot Width	Street frontage

City of Bixby Application for Lot-Split

Does Record Owner consent to the filing of this application? YES NO
If Applicant is other than Owner, indicate interest: AGENT
Is subject tract located in the 100 year floodplain? YES NO
Has \$50.00 application review fee been paid at City Hall? YES NO

BILL ADVERTISING CHARGES TO: GERALD ONEY
295 WOLF ROAD, WALNUT SHADE, MO (NAME)
417-561-2200
(ADDRESS) (CITY) 65771 (PHONE)

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

Signature:  Date: 6/18/2014

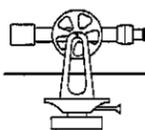
APPLICANT - DO NOT WRITE BELOW THIS LINE

BL-392 Date Received 06/18/2014 Received By Enyart Receipt # 01168128

PC Action: _____ Conditions: _____
Date: _____ Roll Call: _____
Staff Rec. _____



1"=150'



WHITE SURVEYING COMPANY

providing land surveying services since 1940

9936 E. 55th Place • Tulsa, OK 74146 • 800.262.0682 • 918.663.6924 • 918.664.8366 fax

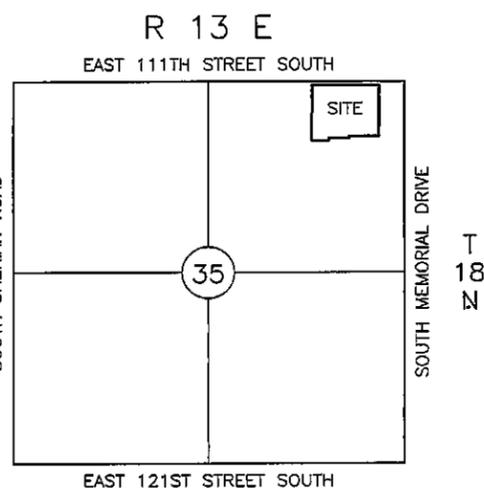
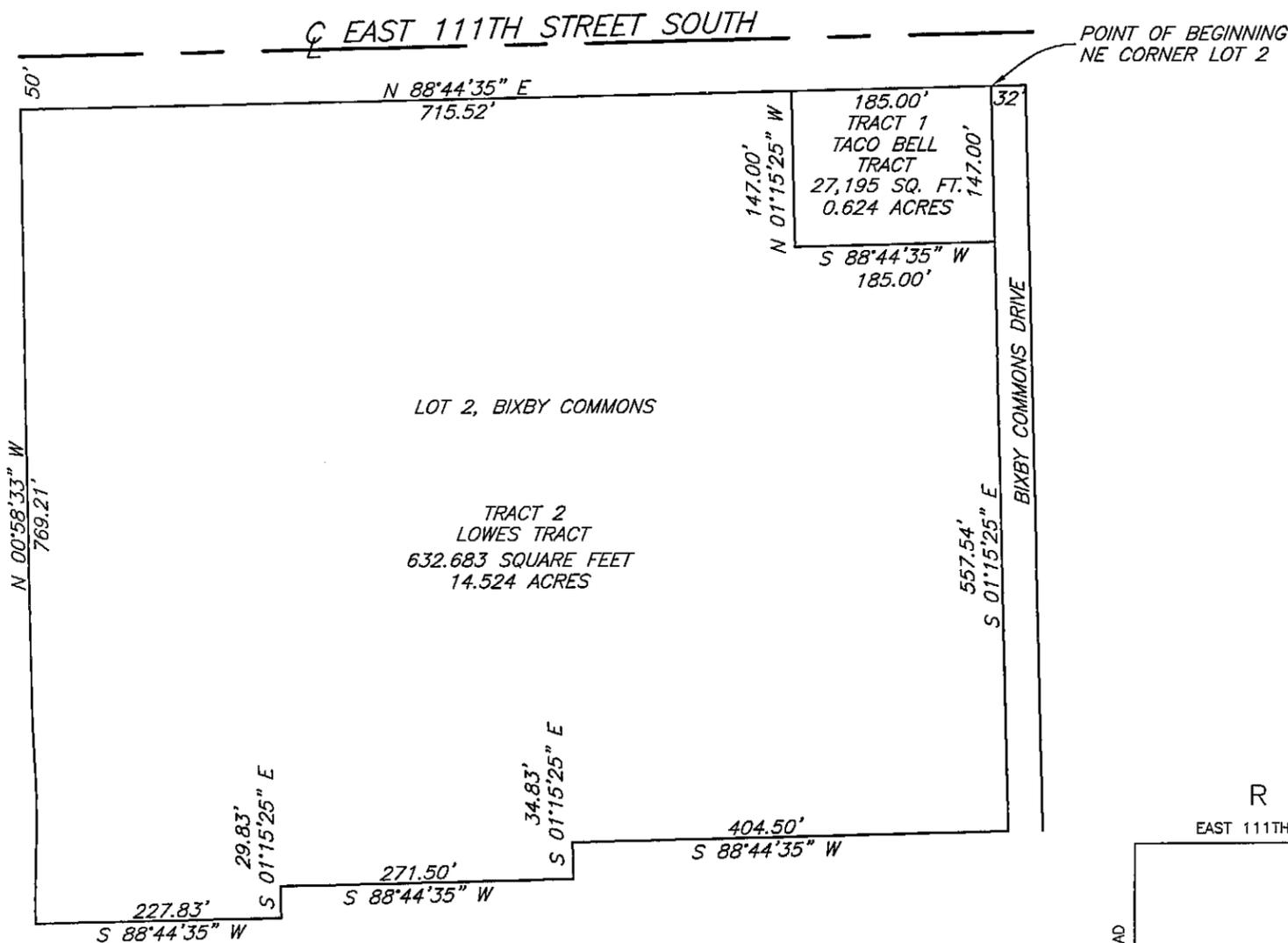
LEGEND

- *— FENCE
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- M/P METERING POINT
- C.B. CHORD BEARING
- B/E BURIED ELECTRIC & TELEPHONE CABLE EASEMENT (APPROXIMATE LOCATION)

INVOICE NO.: STK 14-72410
CLIENT: G. ONEY & ASSOCIATES, INC.

LOT SPLIT EXHIBIT

LOT 2, BIXBY COMMONS,
BIXBY, OKLAHOMA



LEGAL DESCRIPTION:

TRACT 1 Taco Bell:

A tract of land being a part of Lot Two (2), Bixby Commons, an addition to the City of Bixby, Tulsa County, State of Oklahoma, according to the recorded plat No. 5536; Said tract of land being described as follows: Beginning at the Northeast corner of said Lot 2; Thence South 01°15'25" East along the East line of said Lot 2 for 147.00 feet; Thence South 88°44'35" West for 185.00 feet; Thence North 01°15'25" West for 147.00 feet to a Point on the North line of said Lot 2; Thence North 88°44'35" East along the North line of said Lot 2 for 185.00 feet to the Point of Beginning of said tract of land.

TRACT 2 Lowes (Remainder):

Lot Two (2), Bixby Commons, an addition to the City of Bixby, Tulsa County, State of Oklahoma, according to the recorded plat No. 5536; Less and Except the following described tract of land: Beginning at the Northeast corner of said Lot 2; Thence South 01°15'25" East along the East line of said Lot 2 for 147.00 feet; Thence South 88°44'35" West for 185.00 feet; Thence North 01°15'25" West for 147.00 feet to a Point on the North line of said Lot 2; Thence North 88°44'35" East along the North line of said Lot 2 for 185.00 feet to the Point of Beginning of said tract of land.

LOCATION MAP

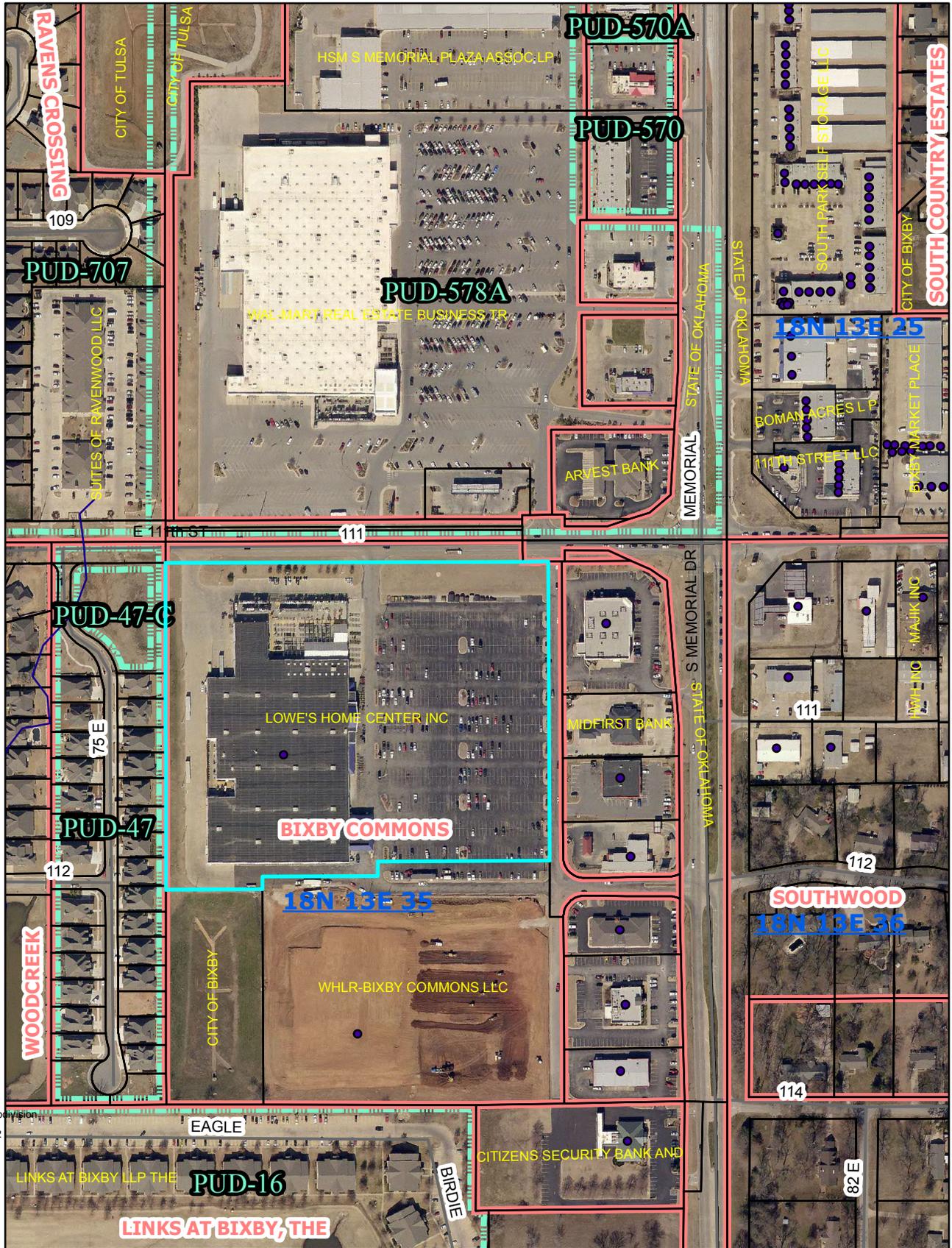
WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION NO.
CA1098 (RENEWAL 6/30/2015)



BY:  DATE: 6/18/2014
REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1676

BEFORE YOU DIG,
CALL OKIE FOR
LOCATION OF
UNDERGROUND UTILITIES.
1-800-522-6543

BL-393 – Steven W. Hodges



- Businesses
- bixby_streams
- Tulsa Parcels 02/14
- WagParcels 02/14
- TulSubdivision
- WagonerCounty_Subdivision
- WagRoads_Aug2012
- E-911_Streets
- PUD
- bixby_s-t-r
- county





City of Bixby

Application for Lot-Split

Applicant: STEVEN W. HODGES
 Address: 12957 E. 181ST ST. S.
 Telephone: 918-685-6835 Cell Phone: SAME Email: STEVEN.HODGES@COX.COM
 Property Owner: STEVEN & MONICA HODGES Property Address: 12957 E 181ST ST S.
 Existing Zoning: RES. Existing Use: RES Use Unit #: _____

Attach four (4) copies of a survey drawing including existing and proposed lot lines, buildings and improvements dimensioned to existing and proposed lot lines, adjacent street and other rights-of-ways, street widths, easements of record, existing access limitations, north arrow, scale, and date.

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

FIRST TRACT TO BE CREATED	Legal Description of Proposed Tract <u>LOT 2, BLK 1</u> <u>HICKORY CROOK</u> <u>ESTATES, EAST</u> <u>SIDE 20FT.</u>	Source of Water supply for this Tract <input checked="" type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER		
		Type of Sewage Disposal to be Available for this Tract <input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER		
		Street or Streets Tract will face <u>E 181ST ST S</u>		
		Proposed Use of this Tract	Average Lot Width	Street frontage
		<u>RESIDENTIAL</u>	<u>20FT</u>	<u>20 FT</u>
SECOND TRACT TO BE CREATED	Legal Description of Proposed Tract	Source of Water supply for this Tract <input type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER		
		Type of Sewage Disposal to be Available for this Tract <input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER		
		Street or Streets Tract will face		
		Proposed Use of this Tract	Average Lot Width	Street frontage
THIRD TRACT TO BE CREATED	Legal Description of Proposed Tract	Source of Water supply for this Tract <input type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER		
		Type of Sewage Disposal to be Available for this Tract <input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER		
		Street or Streets Tract will face		
		Proposed Use of this Tract	Average Lot Width	Street frontage
FOURTH TRACT TO BE CREATED	Legal Description of Proposed Tract	Source of Water supply for this Tract <input type="checkbox"/> CITY <input type="checkbox"/> WELL <input type="checkbox"/> OTHER		
		Type of Sewage Disposal to be Available for this Tract <input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC <input type="checkbox"/> OTHER		
		Street or Streets Tract will face		
		Proposed Use of this Tract	Average Lot Width	Street frontage

City of Bixby Application for Lot-Split

Does Record Owner consent to the filing of this application?

YES NO

If Applicant is other than Owner, indicate interest:

Is subject tract located in the 100 year floodplain?

YES NO

Has \$50.00 application review fee been paid at City Hall?

YES NO

BILL ADVERTISING CHARGES TO: STEVEN W. HODGES
12957 E 181ST ST S BIXBY, OK (NAME) 918-695-6335
(ADDRESS) (CITY) 74068 (PHONE)

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

Signature: Steven W. Hodges Date: 6-18-2014

APPLICANT - DO NOT WRITE BELOW THIS LINE

BL-393 Date Received 06/19/2014 Received By Enjart Receipt # 01168141

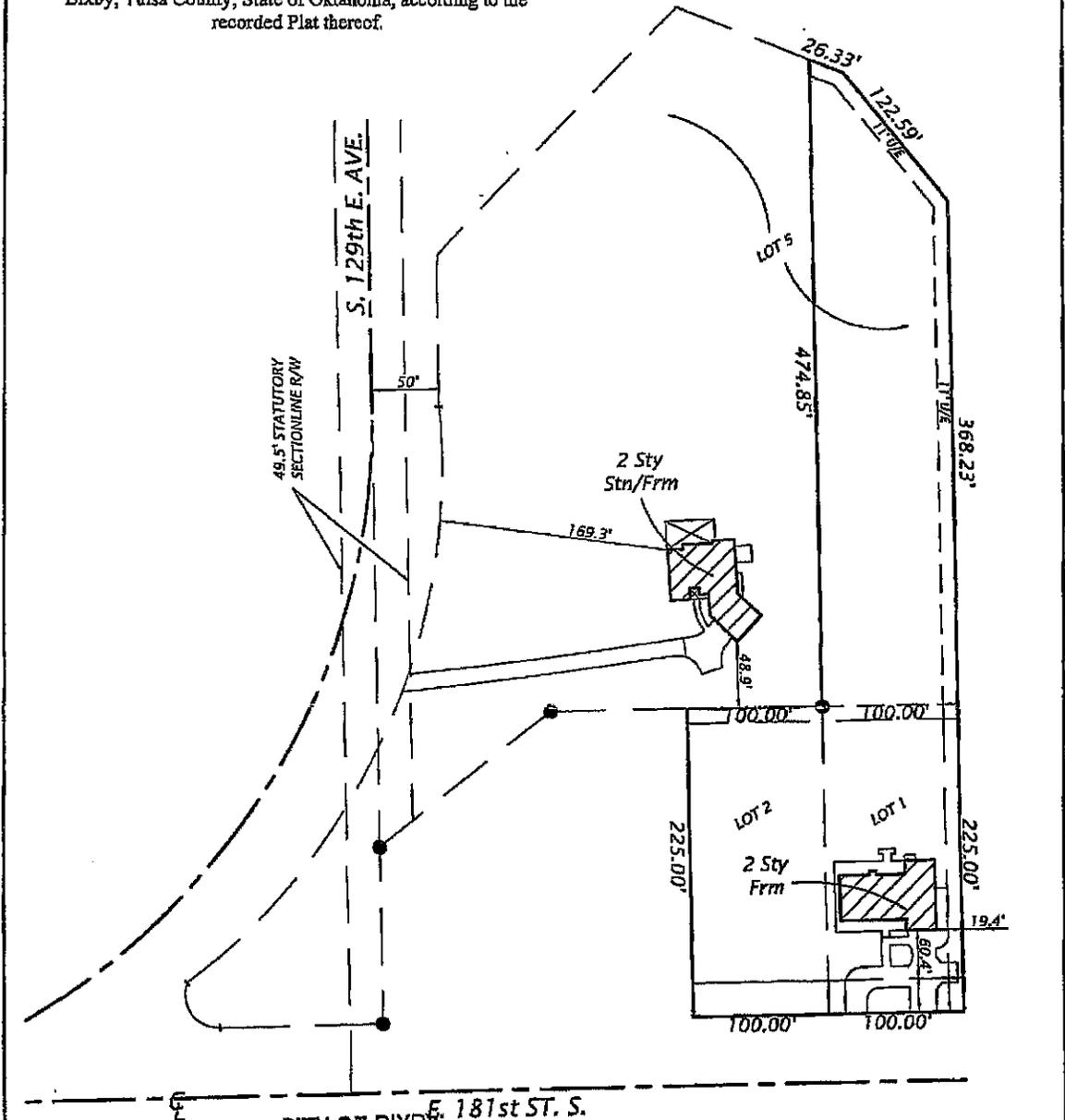
PC Action: _____ Conditions: _____
Date: _____ Roll Call: _____
Staff Rec. _____

SCALE: 1"=80'



LEGAL DESCRIPTION

The East (100) One-hundred feet of Lot Five (5), in Block One (1), HICKORY CREEK ESTATES, a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.



CITY OF BIXBY E. 181st ST. S.

NOV 04 2013

RECEIVED

By *Emmett of BL-388*

THIS PLAT IS MADE FOR AND AT THE REQUEST OF:

Jacob Younger

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

CERTIFICATE

I K.S. COLLINS, REGISTERED LAND SURVEYOR #1259 IN AND FOR THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT THE ABOVE PLAT AND LEGAL DESCRIPTION REPRESENTS A BOUNDARY SURVEY PERFORMED UNDER MY DIRECT SUPERVISION. THE ABOVE PLAT MAY BE SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAYS OF RECORD. NO RESEARCH OF ABSTRACT OR RECORD OFFICES HAS BEEN CONDUCTED.

LEGEND

- - YB. IRON PIN
- - SET IRON PIN
- ⊙ - SET P.K. NAIL
- LP. - IRON PIN
- x - CHISELED X IN CONC.
- - - - - FENCE
- F.M. - FIELD MEASUREMENT

Revised; 10/22/2013; Hse placement

COLLINS LAND SURVEYING, INC.

3340 W. 161st ST. E. - P.O. Box 250
KEEFER, OK. 74041

OFFICE (918)321-9400 FAX (918)321-9404

CA#2666 EXPIRES: 06/30/2014

Improvement Survey

Part of Lot 5, HICKORY CREEK ESTATES

J.O. NO. 15-10-086

DATE: 10/17/2013

K.S. Collins

K.S. COLLINS
OKLAHOMA REGISTERED
LAND SURVEYOR NO. 1259



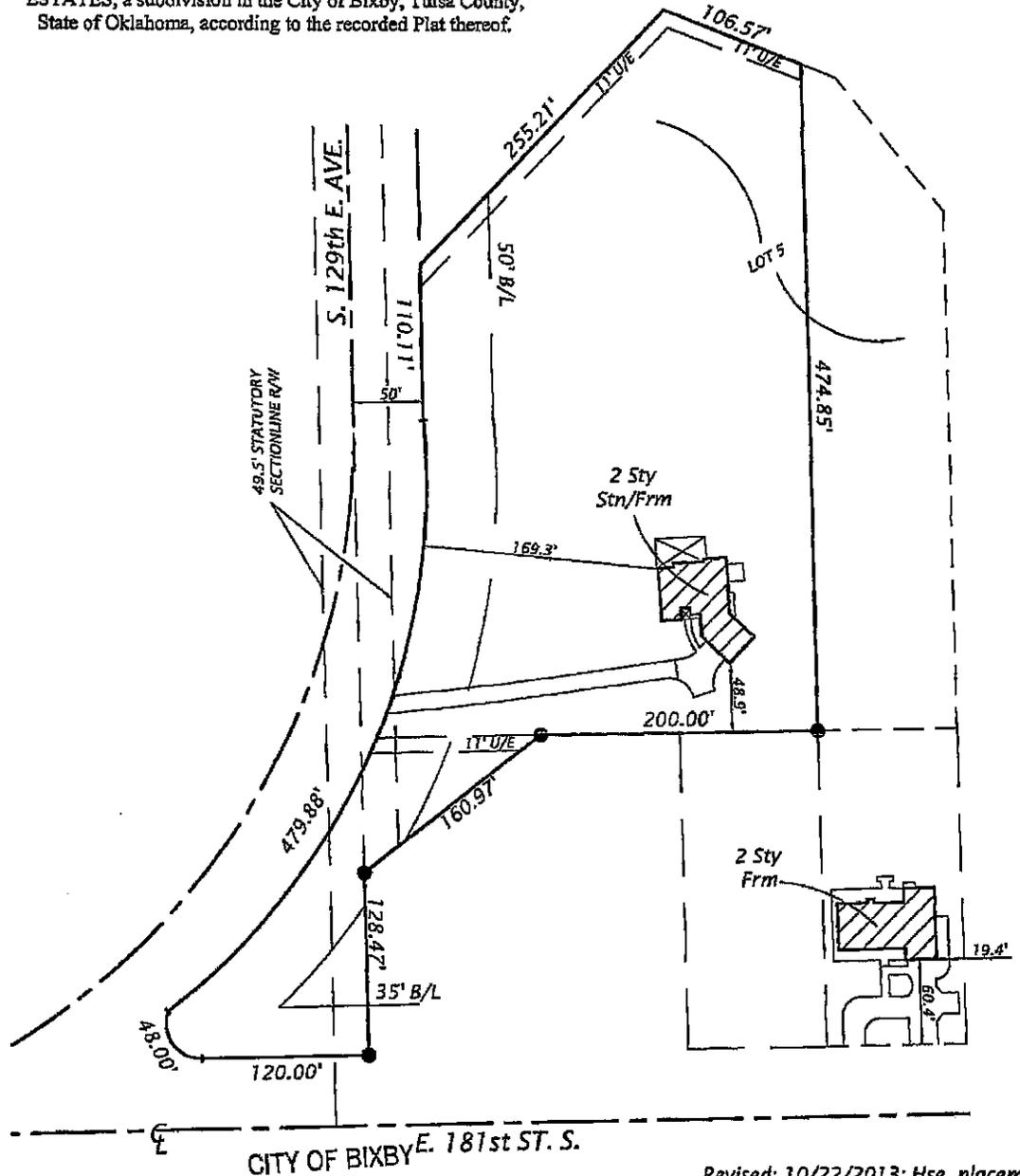
138

LEGAL DESCRIPTION

SCALE: 1"=80'



Lot Five (5), LESS and EXCEPT the East (100) One-hundred feet of Lot Five (5), in Block One (1), HICKORY CREEK ESTATES, a subdivision in the City of Bixby, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.



CITY OF BIXBY E. 181st ST. S.

NOV 04 2013

RECEIVED

By *Ernest of Blc-388*

THIS PLAT IS MADE FOR AND AT THE REQUEST OF:

Jacob Younger

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

CERTIFICATE

I K.S. COLLINS, REGISTERED LAND SURVEYOR #1259 IN AND FOR THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT THE ABOVE PLAT AND LEGAL DESCRIPTION REPRESENTS A BOUNDARY SURVEY PERFORMED UNDER MY DIRECT SUPERVISION. THE ABOVE PLAT MAY BE SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAYS OF RECORD. NO RESEARCH OF ABSTRACT OR RECORD OFFICES HAS BEEN CONDUCTED.

LEGEND

- = TD. IRON PIN
- = SET IRON PIN
- ⊙ = SET P.K. NAIL
- I.P. = IRON PIN
- x = CHISELED X IN CONC.
- = FENCE
- F.M. = FIELD MEASUREMENT

Revised; 10/22/2013: Hse. placement

COLLINS LAND SURVEYING, INC.
 3340 W. 151st ST. E. - P.O. Box 250
 KIEFER, OK. 74041
 OFFICE (918)321-9400 FAX (918)321-9404
 CA#2658 EXPIRES: 06/30/2014

Improvement Survey

Part of Lot 5, HICKORY CREEK ESTATES

I.O. NO. 13-10-080

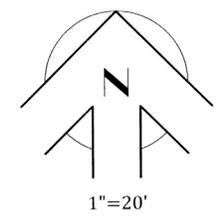
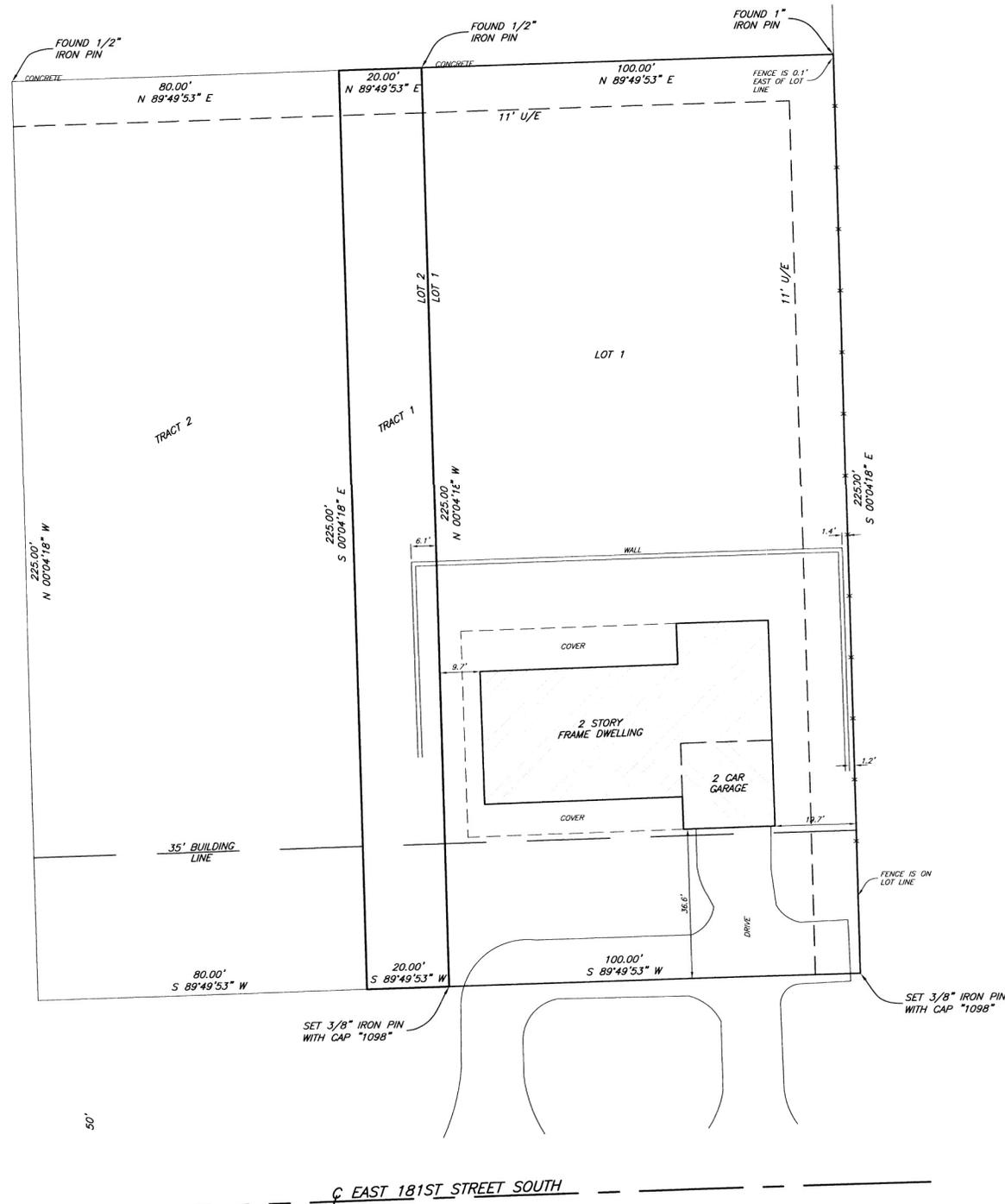
DATE: 10/17/2013

K.S. Collins
 K.S. COLLINS
 OKLAHOMA REGISTERED
 LAND SURVEYOR NO. 1259



SEAL

139



LEGEND

- ✱ FENCE
- M/P METERING POINT
- CB CHORD BEARING
- B/E BURIED ELECTRIC & TELEPHONE CABLE EASEMENT (APPROXIMATE LOCATION)
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- CONCRETE
- ASPHALT

BEFORE YOU DIG,
CALL OKIE FOR
LOCATION OF
UNDERGROUND UTILITIES.
1-800-522-6543

GENERAL NOTES

BASIS OF BEARINGS: THE RECORDED PLAT OF HICKORY CREEK ESTATES.
FIELD WORK COMPLETED JUNE 16, 2014.

LOT SPLIT EXHIBIT

INVOICE NO.: STK 14-72192
CLIENT: JOHN WARD

LEGAL DESCRIPTION:

TRACT 1:
THE EAST 20.00 FEET OF LOT TWO (2), BLOCK ONE (1), HICKORY CREEK ESTATES, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 2:
LOT TWO (2), BLOCK ONE (1), HICKORY CREEK ESTATES, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. LESS AND EXCEPT THE EAST 20.00 FEET.

SURVEYOR'S STATEMENT

WHITE SURVEYING COMPANY, AN OKLAHOMA CORPORATION, AND THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT IN OUR PROFESSIONAL OPINION THE ABOVE PLAT OF SURVEY IS AN ACCURATE REPRESENTATION OF A CAREFUL BOUNDARY SURVEY OF THE PROPERTY DESCRIBED HEREON, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION. WE FURTHER STATE THAT THE ABOVE AND FOREGOING PLAT OF SURVEY ACCURATELY SHOWS THE LOCATION OF THE BOUNDARY CORNERS AND THEIR MONUMENTATION, THE DIMENSIONS OF THE PROPERTY, THE LOCATIONS OF ALL BUILDINGS ON PERMANENT FOUNDATIONS, ALL RECORDED PLAT EASEMENTS AND BUILDING SETBACK LINES (IF APPLICABLE), AND ALL OTHER SUCH EASEMENTS WHICH HAVE BEEN DISCLOSED BY A CURRENT TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE AND COPIES THEREOF PROVIDED TO US PRIOR TO THE TIME OF THIS SURVEY, THAT UNDERGROUND OR ABOVE GROUND UTILITIES WERE NOT FIELD LOCATED AND THEREFORE ARE NOT SHOWN ON THIS PLAT OF SURVEY UNLESS SPECIFICALLY REQUESTED PRIOR TO THE TIME OF THIS SURVEY; THAT EXCEPT AS SHOWN, THERE ARE NO ENCROACHMENTS FROM ADJOINING PREMISES ONTO THE PROPERTY DESCRIBED HEREON OR ONTO ADJOINING PREMISES FROM THE PROPERTY DESCRIBED HEREON BY VISIBLE PERMANENT IMPROVEMENTS; AND THAT THIS PLAT OF SURVEY IS PREPARED SOLELY FOR THE PARTIES LISTED HEREON AS OF THIS DATE AND MAY NOT BE USED FOR ANY SUBSEQUENT LOAN CLOSING, REFINANCE, OR OTHER TRANSACTION.

WHITE SURVEYING COMPANY
CERTIFICATE OF
AUTHORIZATION NO. CA1098
(RENEWAL 6/30/2015)



BY: *Tom A. Haynes* DATE: 6/18/2014
REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1052

WHITE SURVEYING COMPANY
providing land surveying services since 1940

9936 E. 55th Place • Tulsa, OK 74146 • 800.262.0682 • 918.663.6924 • 918.664.8366 fax

MRW - S:\04726\B01\001\71829514.dwg 05/16/14