

**AGENDA**  
**TECHNICAL ADVISORY COMMITTEE**  
**CONFERENCE ROOM**  
**DAWES BUILDING CITY OFFICES**  
**113 WEST DAWES AVE**  
**BIXBY, OK 74008**  
**October 01, 2014 – 10:00 AM**

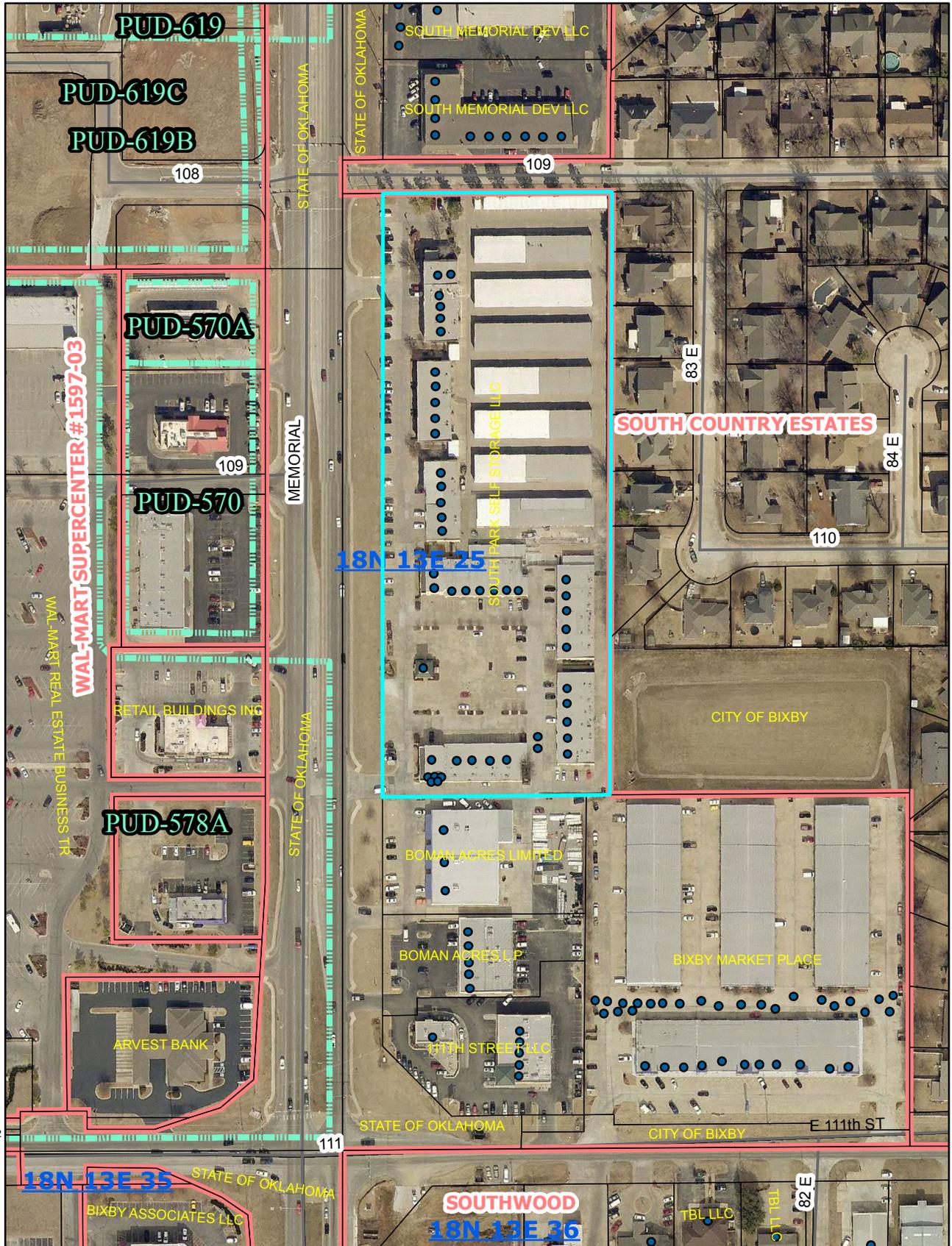
1. Call to Order
2. **PUD 86 – “South Park Self Storage, LLC” – South Park Self Storage, LLC.** Discussion and comment on a rezoning request for approval of a Planned Unit Development (PUD) for approximately 7 acres in Section 25, T18N, R13E.  
Property Located: 10901 S. Memorial Dr.
3. **Preliminary Plat of “Pine Valley Addition” – Tanner Consulting, LLC (PUD 12-D).** Discussion and comment on a Preliminary Plat and certain Modifications/Waivers for “Pine Valley Addition” for 51.577 acres in part of the NW/4 of Section 16, T17N, R13E.  
Property Located: South of the Southeast corner of 141<sup>st</sup> St. S. & Harvard Ave.
4. **Preliminary & Final Plat – “Tri-State Retail” – Khoury Engineering, Inc. for Quail Flats Properties, LP.** Discussion and comment on a Preliminary Plat and a Final Plat and certain Modifications/Waivers for “Tri-State Retail” for approximately 1/2 acre in part of the SW/4 SW/4 of Section 13, T17N, R13E.  
Property Located: 15035 S. Memorial Dr.
5. Old Business
6. New Business
7. Adjournment

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

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

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

# PUD 86 – “South Park Self Storage, LLC” – South Park Self Storage, LLC



- Businesses
- bixby\_streams
- Tulsa Parcels 08/14
- WagParcels 08/14
- TulSubdivision
- WagSubdivision
- WagRoads\_Aug2012
- E911Streets
- PUD
- bixby\_s-t-r
- county



# SOUTH PARK SELF STORAGE, LLC

Bixby, Oklahoma

PLANNED UNIT DEVELOPMENT NO. \_\_\_\_\_

September 17, 2014

Prepared for:  
South Park Self Storage LLC.  
ATTN: Tom Sherrill  
10901 South Memorial Drive  
Bixby, OK 74008

## HRAOK, INC

ENGINEERS • SURVEYORS • PLANNERS

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1913 WEST TACOMA-SUITE A  
BROKEN ARROW, OKLAHOMA 74012  
CA3643EXP.DATE:6-30-2015

VOICE: (918) 258-3737  
FAX: (918) 258-2554  
[www.hraok.com](http://www.hraok.com)

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# SOUTH PARK SELF STORAGE, LLC

Planned Unit Development No. \_\_

## TABLE OF CONTENTS

	<b>Page</b>
I. Development Concept	1
II. Development Standards	2
III. Landscaped Area & Visual Screening	3
IV. Signs	3
V. Standard Requirements	3
VI. Access & Circulation	3
VII. Utilities & Drainage	3
VIII. Schedule of Development	3
IX. Site Environmental Analysis	4
Exhibit A: Overall Concept Site Plan (Existing Features).	
Exhibit A1: Proposed Site Development Area.	
Exhibit B: Legal Description (Site Development Area).	
Exhibit B1: Ownership Deed	
Exhibit C: Zoning Map.	
Exhibit D: Aerial Map.	
Exhibit E: F.I.R.M. MAP.	

## **SOUTH PARK SELF STORAGE, LLC**

Planned Unit Development No. \_\_

### **DEVELOPMENT CONCEPT**

#### **Site Description and Location:**

South Park Self Storage, LLC developed the site located at 10901 South Memorial Drive in 1995. This site was at that time developed as a mixed use commercial project, including both commercial units and self storage units. The project concept utilized the visible site road frontage along South Memorial Drive to incorporate an attractive commercial storefront image, while screening the storage unit features in the rear. The existing site development is shown on Exhibit "A" and specific site development is shown on Exhibit A1.

South Park Self Storage, LLC seeks to transition the specific site (see Exhibit A1) from store front commercial development into enclosed store front storage facilities without disrupting the exterior store front image. The remainder of the existing development (see Exhibit A) will not be changed in any way.

**Existing Site Zoning:** The entire development is currently zoned both "CS" Commercial Shopping District and "CG" General Commercial District. However, the specific site development area is zoned "CG" General Commercial District only (see Exhibit "C").

The development requests the following action:

1. Approval for development of existing commercial facility into enclosed mini storage facility, as provided as "use by right" within Use Unit 16, "CG" General Commercial District, Tulsa County Zoning Code, and "use by PUD", Use Unit 16, "CG" General Commercial District, Section 11-7D-2, City of Bixby Comprehensive Plan.

**Summary of the Development Area in the proposed PUD:** The development consists of one development area. The legal description is provided as Exhibit B.

**Features of the Site Area:** The property is located within an existing commercial retail and storage facilities.

**Soil Analysis:** Site development area includes a fully developed tract with existing paving, curb islands, buildings, landscaping, etc. Soils analysis is not applicable.

**SOUTH PARK SELF STORAGE, LLC**

Planned Unit Development No. \_\_

**DEVELOPMENT STANDARDS**

**GROSS LAND AREA:**

Gross: 7.05 acres / 307,243 square feet

Net (specific site development): 0.12 acres / 5169.50 square feet

**PERMITTED USES:**

Proposed Underlying Zoning District: "CG"

Uses are to include all Use Units of the City of Bixby Zoning Code permitted by right within the "CG" zoning district.

**MAX BUILDING STORIES:**

N/A (Per zoning code)

**FRONTAGE** (min. ft.) 100 (Arterial Street)

**FLOOR AREA RATIO** (maximum) 75

**SET BACK FROM ABUTTING ARTERIAL ROADWAY** 50 feet

**MINIMUM BUILDING SETBACKS** (from R District Boundaries): 10 feet

## **SOUTH PARK SELF STORAGE, LLC**

Planned Unit Development No. \_\_

### **LANDSCAPED AREA & VISUAL SCREENING:**

- (1) Landscaping and visual screening are existing within the overall site development area. Refer to Exhibit "A" (Site Plan) and Exhibit "D" (Aerial). The addition of two new landscaped islands as shown on Exhibit "A" and "A1" will be completed under a separate permit.

### **SIGNS:**

- (1) All signs shall comply with the setback, height, size and other requirements of the Bixby Zoning Ordinance.
- (2) Flashing signs, changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs with movement shall be prohibited, except as may be permitted by the Tulsa Planning Commission as part of the approved detail sign plan.

### **STANDARD REQUIREMENTS:**

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

### **ACCESS & CIRCULATION:**

- (1) Streets do not exist within this PUD. Access points to existing South Park Self Storage parking areas are in place along South Memorial Drive along with paved drive access to PUD site area.

### **UTILITIES & DRAINAGE:**

- (1) Site utilities are existing within the site development area.

### **SCHEDULE OF DEVELOPMENT:**

- (1) Development of the project is expected to commence immediately following approval of Building Permit and to be completed within a timely manner.

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.

**SOUTH PARK SELF STORAGE, LLC**

Planned Unit Development No. \_\_

**ENVIRONMENTAL ANALYSIS:**

**TOPOGRAPHY:**

The site development area consists of existing improvements, paving, and drainage, which will not be altered by the acceptance of this PUD as site development will occur within an existing building.

**DRAINAGE:**

The site development area consists of existing improvements, paving, and drainage, which will not be altered by the acceptance of this PUD as site development will occur within an existing building.

**SOIL TYPE:**

N/A

**UTILITIES:**

South Park Self Storage is currently serviced by franchise utilities and no exterior utility projects will be necessary.

**STANDARD REQUIREMENTS:**

The Standard Requirements of the City of Bixby Fire Marshall and Building Department shall be met as a condition of approval.

**Exhibit “A” & “A1”**

**“A” – Overall Concept Site Plan (Existing Features)**

**“A1” – Proposed Site Development Area (PUD)**

**HRAOK, INC**

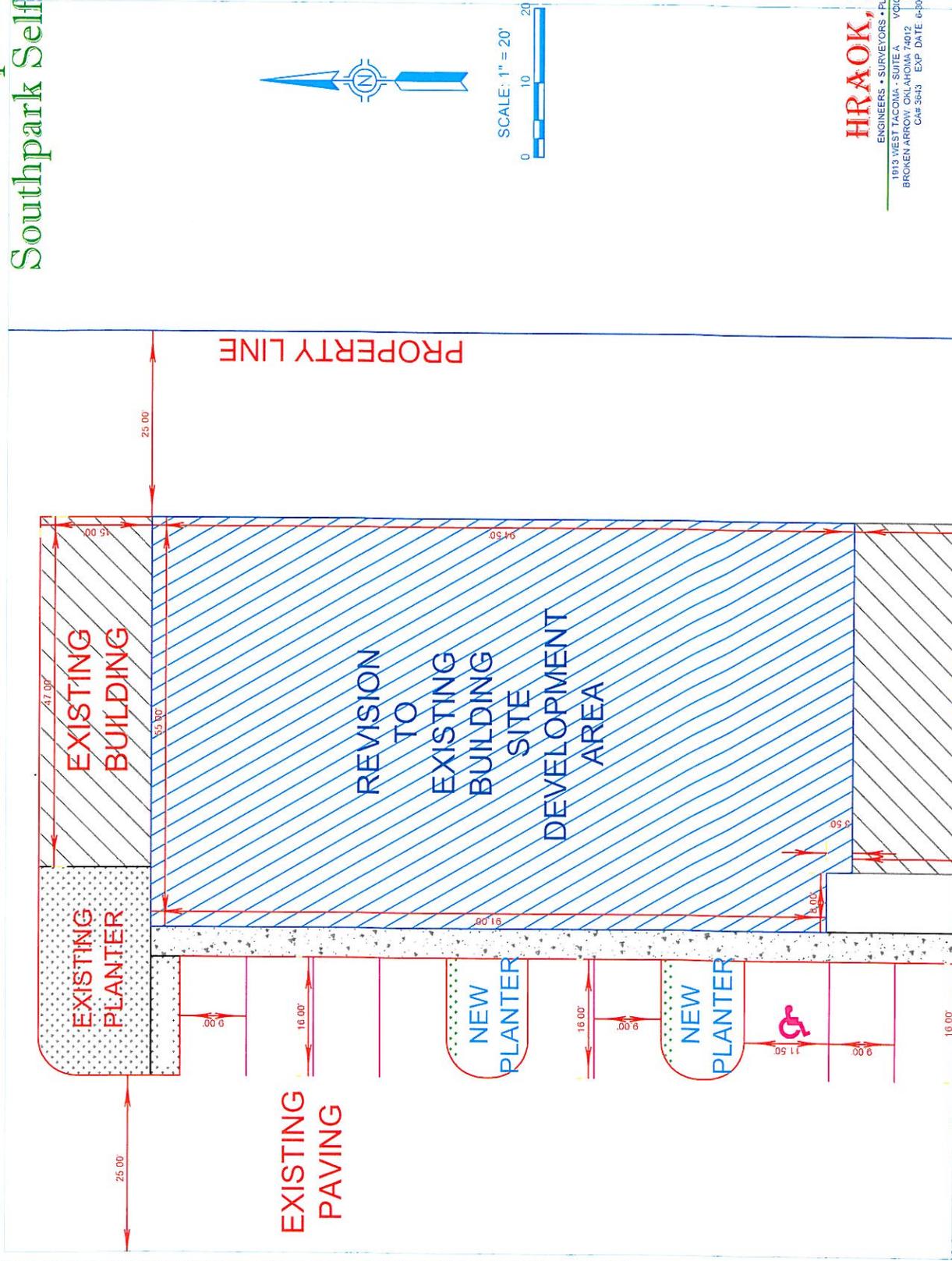
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# Exhibit A1 Site Development Area Southpark Self Storage



**HRAOK, INC**  
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1913 WEST TACOMA • SUITE A  
BROKEN ARROW, OKLAHOMA 74012  
CA# 3643 EXP. DATE 6-30-2015  
VOICE (918) 258-3737  
FAX (918) 258-2554

**Exhibit “B” & “B1”**

**“B” – Legal Description of PUD**

**“B1” – Overall Site Area Ownership Deed**

**HRAOK, INC**

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Exhibit B

Legal Description

A tract of land located within the Southwest Quarter (SW/4) of Section Twenty Five (25), Township Eighteen (18) North, Range Thirteen (13) East of the Indian Base and Meridian, City of Bixby, County of Tulsa, State of Oklahoma. Said tract being a portion of the that tract of land described in Book 5670 at Page 1348 of the Tulsa County Records and being more particularly described as follows:

Commencing at the Northwest corner of Lot One (1), Block Fifteen (15), South Country Estates, an Addition to the City of Bixby, County of Tulsa, State of Oklahoma; thence, S 00°00'00" E, along the West line of said Block 15 a distance of 519.01 feet; thence, S 90°00'00" W, departing said West line, a distance of 25.00 feet to the Point of Beginning of this description; thence,

S 00°00'00" E, parallel to the West line of Block 15, South Country Estates, a distance of 94.50 feet; thence,

S 90°00'00" W a distance of 47.00 feet; thence,

N 00°00'00" E a distance of 3.5 feet; thence,

S 90°00'00" W a distance of 8.00 feet; thence,

N 00°00'00" E a distance of 91.00 feet; thence,

N 90°00'00" E a distance of 55.00 feet to the Point of Beginning of this description.

Said Parcel contains 5,169.50 sq./ft. or 0.12 acres.

5670 1347 General Warranty Deed

(OKLAHOMA STATUTORY FORM)

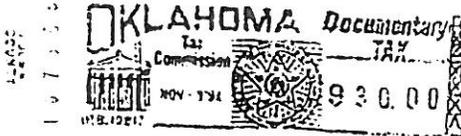
THIS INDENTURE Made this 10 day of OCT, 1994

between L. C. Neel and Nelle Ellen Neel, husband and wife

of Tulsa County in the State of Oklahoma, parties of the first part, hereinafter called party grantor (whether one or more) and South Park Self Storage L L C

WITNESSETH: That in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, receipt of which is hereby acknowledged, said party grantor does, by these presents, grant, bargain, sell and convey unto said party grantee, its heirs and assigns, all of the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit

See Addendum A attached



TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party grantor L. C. Neel and Nelle Ellen Neel, husband and wife heirs, executors and administrators does hereby covenant, promise and agree to and with said party grantee, at the delivery of these presents that they lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of whatever nature and kind, EXCEPT Easements and building restrictions of record and special assessments not yet due.

CERTIFICATE OF APPROVAL  
I hereby certify that this conveyance was approved by the Tulsa County Commission on August 15, 1994

and that party grantor with WARRANTY AND FOREVER DEFEND the same unto the said party grantee, its heirs and assigns, against said party grantor, their heirs or assigns and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF the said party grantor, he VE hereunto set their hand S the day and year above written.

Nelle Ellen Neel  
Nelle Ellen Neel

L. C. Neel

STATE OF OKLAHOMA,

County of Tulsa

(Individual Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10 day of OCT, 1994, personally appeared L. C. Neel and Nelle Ellen Neel, husband and wife

to me known to be the identical person/s who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires 11-2-97

Margitta Neel Gaska  
Notary Public

Danell Jenkins 9703 E. 55th Pl.  
Tulsa, OK 74146

## ADDENDUM A

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS, TO-WIT:

STARTING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE DUE NORTH ALONG THE WESTERLY LINE OF SECTION 25 FOR ~~1,433.68~~ 1383.68 FEET; THENCE NORTH 89° 37' 20" EAST FOR 60.00 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 89° 37' 20" EAST AND ALONG THE SOUTHERLY RIGHT OF WAY LINE OF EAST 109TH STREET SOUTH FOR 340.00 FEET TO THE NORTHWEST CORNER OF LOT ONE (1) IN BLOCK FIFTEEN (15) OF "SOUTH COUNTRY ESTATES" AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA; THENCE DUE SOUTH ALONG THE WESTERLY LINE OF SAID BLOCK 15 AND ALONG THE WESTERLY LINE OF RESERVE B OF SAID "SOUTH COUNTRY ESTATES" FOR 903.68 FEET; THENCE SOUTH 89° 37' 20" WEST FOR 340.00 FEET; THENCE DUE NORTH, PARALLEL WITH AND 60 FEET EASTERLY OF THE WESTERLY LINE OF SECTION 25, FOR 903.68 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND, CONTAINING 307.243 SQUARE FEET OR 7.0533 ACRES.

**Exhibit “C”**

**“C” – Zoning Map**

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**Exhibit “D”**

**“D” – Aerial Map**

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# EXHIBIT "D"



PROPOSED PUD

OVERALL SITE

**Exhibit “E”**

**“E” – F.I.R.M. Map**

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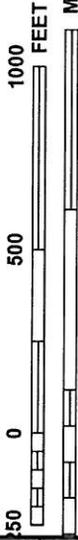
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MAP SCALE 1" = 500'



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0369L

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

**PANEL 369 OF 530**  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:  
COMMUNITY: BIRBY, CITY OF  
TULSA, CITY OF  
BLMARB: 400207  
PANEL: 0369  
SUFFIX: 405381 L L

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



MAP NUMBER  
40143C0369L

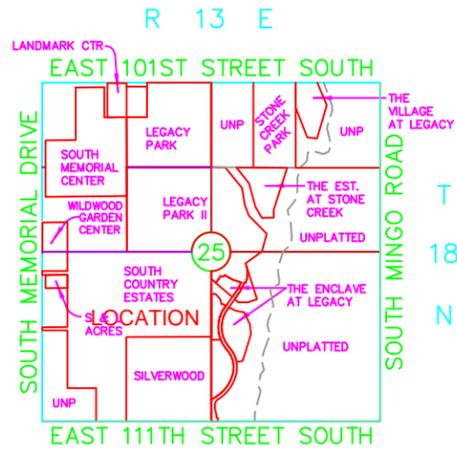
MAP REVISED  
OCTOBER 16, 2012

Federal Emergency Management Agency



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

# Exhibit A1 Site Development Area Southpark Self Storage



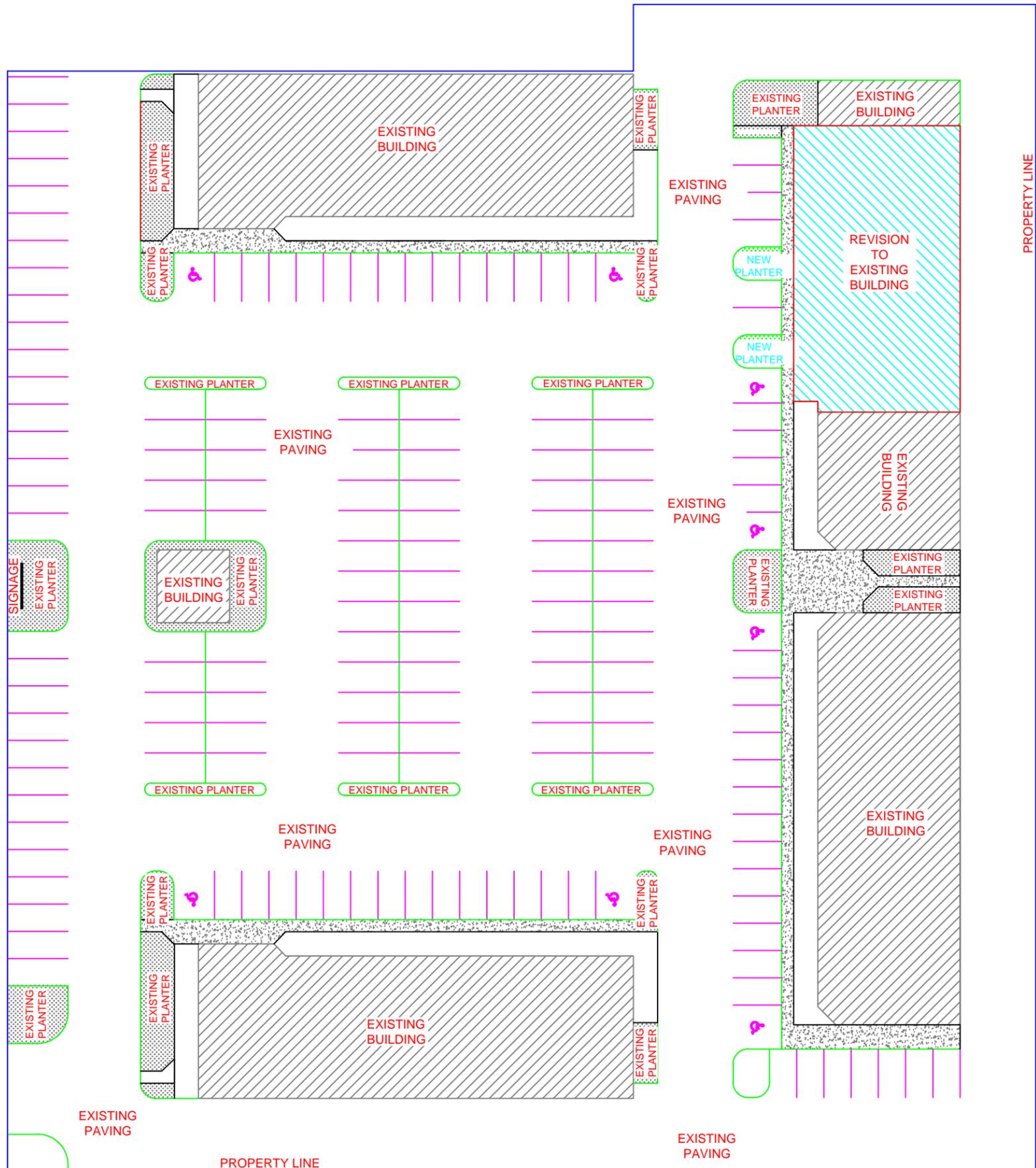
Location Map  
SCALE: 1"=2000'



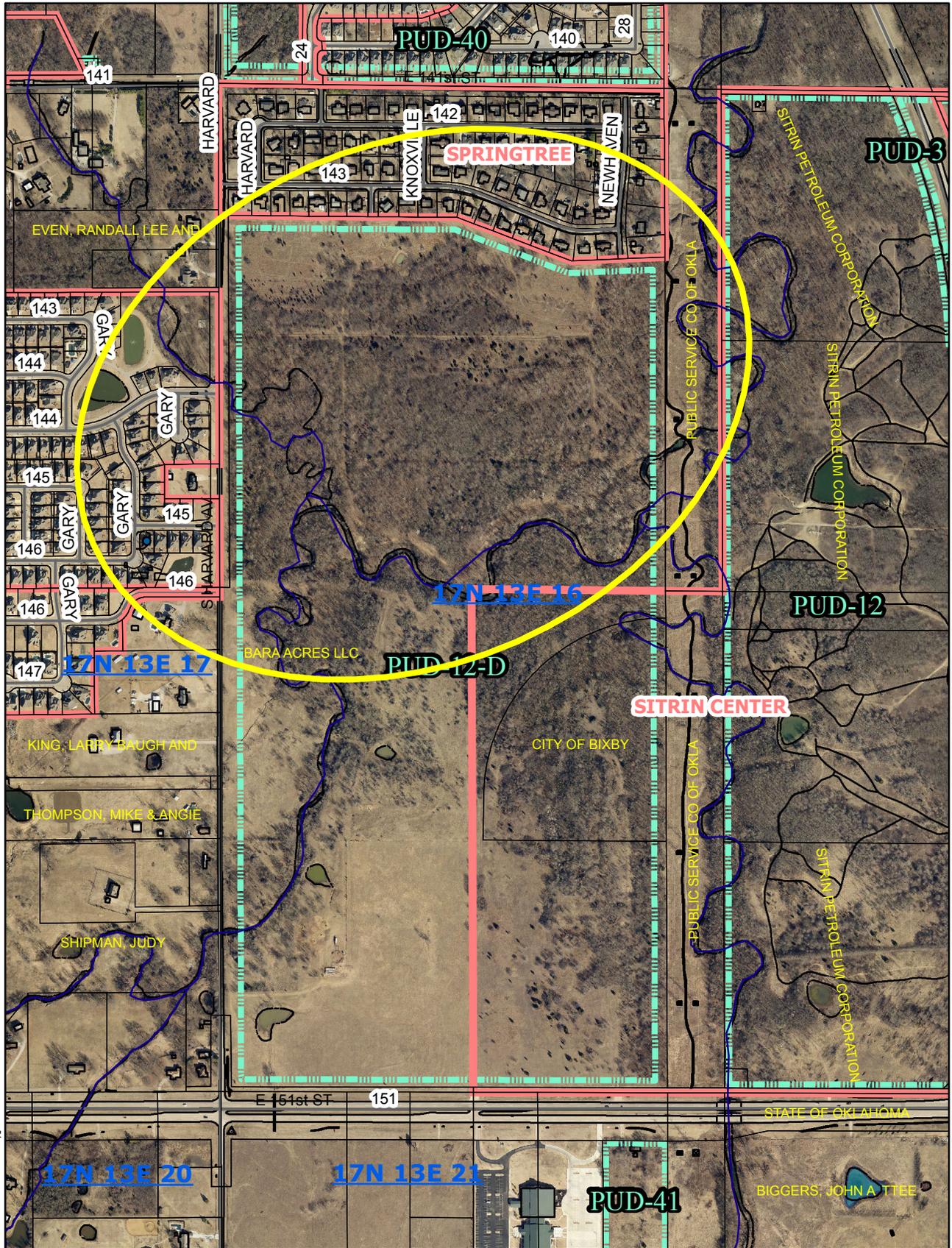
**HRAOK, Inc**

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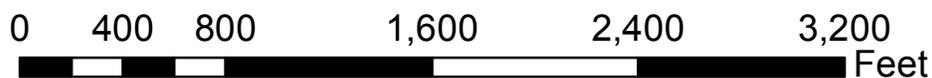
1913 WEST TACOMA - SUITE A VOICE: (918) 258-3737  
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# Preliminary Plat of "Pine Valley Addition" – Tanner Consulting, LLC (PUD 12-D)



- Businesses
- bixby\_streams
- Tulsa Parcels 08/14
- WagParcels 08/14
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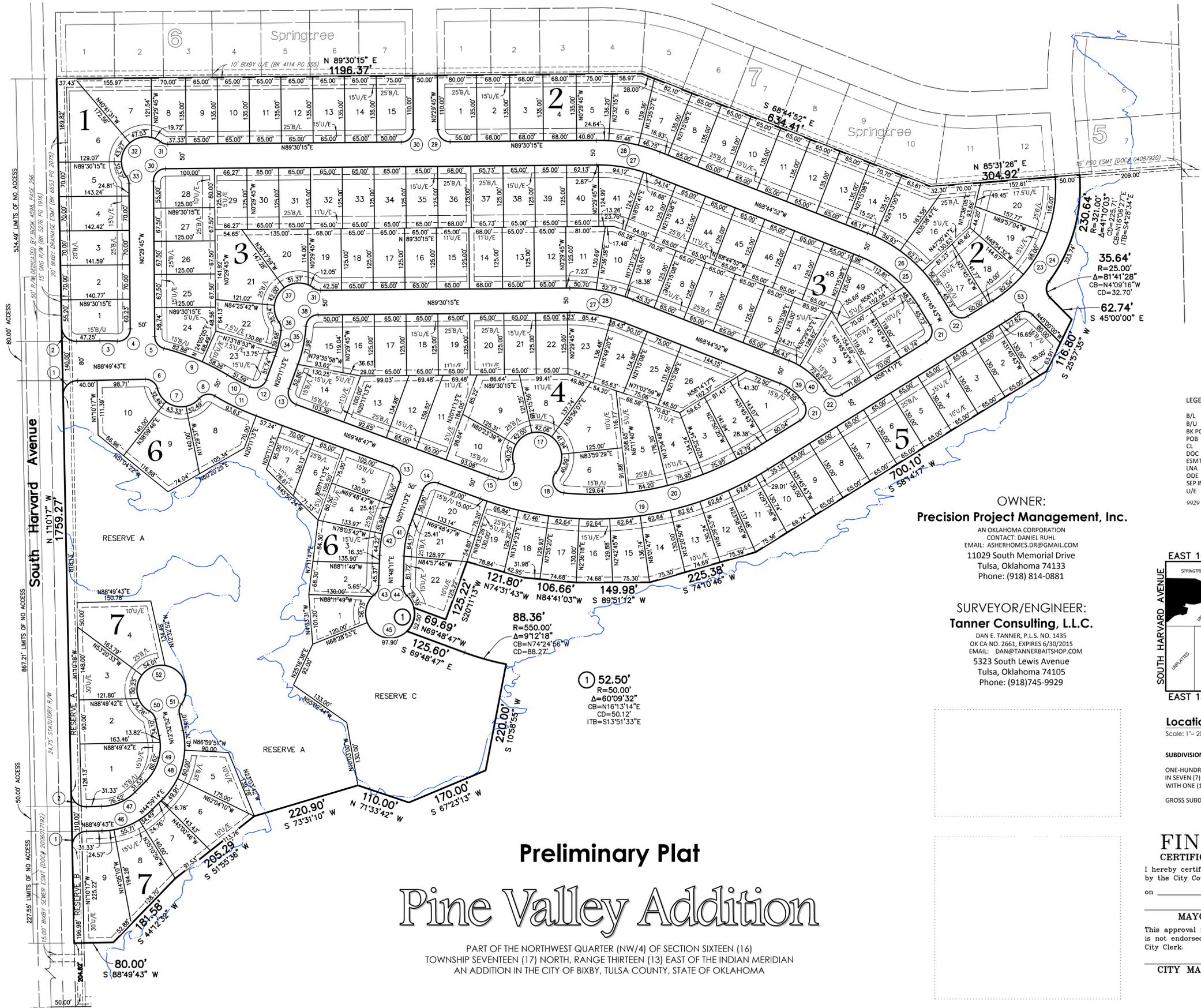
**Curve Table**

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORD(BRG)	CHORD(DS)
1	47.12'	30.00'	90°00'00"	N43°49'43"E	42.43'
2	47.12'	30.00'	90°00'00"	N46°10'17"W	42.43'
3	35.99'	488.65'	4°13'12"	N89°03'41"W	35.98'
4	40.82'	25.00'	93°32'40"	N46°16'35"E	36.43'
5	32.78'	25.00'	75°08'13"	N38°03'52"W	30.49'
6	33.41'	25.00'	76°33'35"	N52°53'30"W	30.98'
7	108.30'	50.00'	124°06'26"	N76°39'55"W	88.34'
8	34.75'	25.00'	79°38'07"	N81°05'55"E	32.02'
9	141.14'	488.65'	16°32'57"	N67°21'30"W	140.65'
10	51.59'	450.00'	6°34'05"	N62°22'04"W	51.56'
11	93.63'	500.00'	10°43'46"	N64°26'54"W	93.50'
12	41.09'	25.00'	90°00'00"	N67°16'03"E	36.62'
13	39.27'	25.00'	90°00'00"	N24°48'47"W	35.36'
14	39.27'	25.00'	90°00'00"	N65°11'13"E	35.36'
15	20.56'	625.00'	1°53'05"	N70°45'19"W	20.56'
16	54.46'	25.00'	124°49'02"	N45°53'37"E	44.31'
17	206.84'	50.00'	237°01'21"	N78°00'14"W	87.87'
18	54.46'	25.00'	124°49'02"	N21°54'05"W	44.31'
19	612.01'	675.00'	51°56'56"	N84°12'45"E	591.26'
20	408.54'	625.00'	37°27'07"	N76°57'51"E	401.30'
21	39.27'	25.00'	90°00'00"	N13°14'17"E	35.36'
22	39.27'	25.00'	90°00'00"	N76°45'43"W	35.36'
23	296.63'	271.00'	62°42'51"	N26°52'51"E	282.04'
24	351.36'	321.00'	62°42'51"	N26°52'51"E	334.08'
25	161.38'	250.00'	36°59'09"	N50°15'18"W	158.59'
26	193.66'	300.00'	36°59'09"	N50°15'18"W	190.31'
27	113.87'	300.00'	21°44'53"	N79°37'19"W	113.19'
28	132.85'	350.00'	21°44'53"	N79°37'19"W	132.06'
29	39.27'	25.00'	90°00'00"	N45°29'45"W	35.36'
30	39.27'	25.00'	90°00'00"	N44°30'15"E	35.36'
31	16.09'	25.00'	36°52'12"	N72°03'39"W	15.81'
32	142.89'	50.00'	163°44'23"	N44°30'15"E	98.99'
33	16.09'	25.00'	36°52'12"	N18°55'51"W	15.81'
34	53.43'	225.00'	13°36'18"	N13°23'04"E	53.30'
35	79.31'	275.00'	16°31'30"	N11°55'28"E	79.04'
36	18.31'	25.00'	41°57'39"	N14°23'55"W	17.90'
37	141.16'	50.00'	161°45'11"	N45°29'51"E	98.73'
38	37.46'	25.00'	85°50'32"	N46°34'59"E	34.05'
39	64.55'	100.00'	36°59'10"	N50°15'18"W	63.44'
40	96.83'	150.00'	36°59'09"	N50°15'18"W	95.16'
41	64.17'	200.00'	18°23'02"	N10°59'42"E	63.90'
42	80.21'	250.00'	18°23'02"	N10°59'42"E	79.87'
43	21.03'	25.00'	48°11'23"	N25°53'52"E	20.41'
44	21.03'	25.00'	48°11'23"	N22°17'30"W	20.41'
45	241.19'	50.00'	276°22'46"	N88°11'49"W	66.67'
46	114.78'	150.00'	43°50'29"	N66°54'28"E	112.00'
47	76.52'	100.00'	43°50'29"	N66°54'28"E	74.66'
48	150.63'	150.00'	57°32'06"	N16°13'11"E	144.38'
49	100.42'	100.00'	57°32'06"	N16°13'11"E	96.25'
50	21.03'	25.00'	48°11'23"	N36°38'34"W	20.41'
51	21.03'	25.00'	48°11'23"	N11°32'49"E	20.41'
52	241.19'	50.00'	276°22'46"	N77°27'08"E	66.67'

**Notes:**

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83).
- ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH HARVARD AVENUE BY VIRTUE OF PUBLIC HIGHWAY DEDICATION DEED TO TULSA COUNTY, DATED MARCH 15, 1982, RECORDED IN BOOK 4598 PAGE 296 OF THE TULSA COUNTY RECORDS.

DATE OF PREPARATION: SEPTEMBER 22, 2014

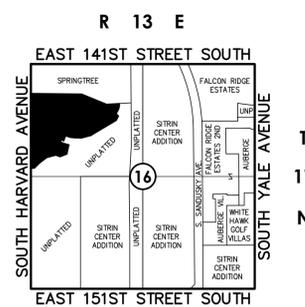


# Preliminary Plat Pine Valley Addition

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16)  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN  
AN ADDITION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

**OWNER:**  
**Precision Project Management, Inc.**  
AN OKLAHOMA CORPORATION  
CONTACT: DANIEL RUHL  
EMAIL: ASHERHOMES.DR@GMAIL.COM  
11029 South Memorial Drive  
Tulsa, Oklahoma 74133  
Phone: (918) 814-0881

**SURVEYOR/ENGINEER:**  
**Tanner Consulting, L.L.C.**  
DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2015  
EMAIL: DAN@TANNERBAITSHOP.COM  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918)745-9929



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

**SUBDIVISION CONTAINS:**  
ONE HUNDRED FIFTY-ONE (151) LOTS  
IN SEVEN (7) BLOCKS  
WITH ONE (1) RESERVE  
GROSS SUBDIVISION AREA: 51.577 ACRES

## FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the City Council of the City of Bixby, on \_\_\_\_\_

MAYOR-VICE MAYOR

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

CITY MANAGER-CITY CLERK

Pine Valley Addition  
SHEET 1 OF 3

# Preliminary Plat

## Pine Valley Addition

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16)  
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN  
AN ADDITION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

### DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR PINE VALLEY ADDITION

KNOW ALL MEN BY THESE PRESENTS:

THAT PRECISION PROJECT MANAGEMENT INC, AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NW/4; THENCE NORTH 89°20'43" EAST AND ALONG THE SOUTH LINE OF THE NW/4, FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF SOUTH HARVARD AVENUE; THENCE NORTH 1°10'17" WEST AND ALONG SAID EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 204.82 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 1°10'17" WEST AND ALONG THE EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1759.27 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF BLOCK SIX (6) OF "SPRINGTREE", AN ADDITION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 3794); THENCE NORTH 89°30'15" EAST AND ALONG THE SOUTH LINE OF SAID ADDITION, FOR A DISTANCE OF 1196.37 FEET TO A POINT; THENCE SOUTH 68°44'52" EAST AND CONTINUING ALONG SAID SOUTH LINE OF THE ADDITION, FOR A DISTANCE OF 634.41 FEET TO A POINT; THENCE NORTH 85°31'26" EAST AND CONTINUING ALONG THE SOUTH LINE OF THE ADDITION, FOR A DISTANCE OF 304.92 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LOT SEVEN (7), BLOCK FIVE (5) OF THE ADDITION;

THENCE SOUTHERLY ALONG A 321.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 4°28'34" EAST, A CENTRAL ANGLE OF 41°10'02", A CHORD BEARING AND DISTANCE OF SOUTH 16°06'27" WEST FOR 225.71 FEET, FOR AN ARC DISTANCE OF 230.64 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 81°40'51", A CHORD BEARING AND DISTANCE OF SOUTH 4°08'57" EAST FOR 32.70 FEET, FOR AN ARC DISTANCE OF 35.64 FEET TO A POINT OF TANGENCY; THENCE SOUTH 45°00'00" EAST FOR A DISTANCE OF 62.74 FEET TO A POINT; THENCE SOUTH 25°57'35" WEST FOR A DISTANCE OF 116.80 FEET TO A POINT; THENCE SOUTH 58°14'17" WEST FOR A DISTANCE OF 700.10 FEET TO A POINT; THENCE SOUTH 74°10'46" WEST FOR A DISTANCE OF 225.38 FEET TO A POINT; THENCE SOUTH 89°51'12" WEST FOR A DISTANCE OF 149.98 FEET TO A POINT; THENCE NORTH 84°41'03" WEST FOR A DISTANCE OF 106.66 FEET TO A POINT; THENCE NORTH 74°31'43" WEST FOR A DISTANCE OF 121.80 FEET TO A POINT; THENCE SOUTH 20°11'13" WEST FOR A DISTANCE OF 125.22 FEET TO A POINT; THENCE NORTH 69°48'47" WEST FOR A DISTANCE OF 69.69 FEET TO A POINT;

THENCE SOUTHERLY ALONG A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 13°51'33" EAST, A CENTRAL ANGLE OF 60°09'38", A CHORD BEARING AND DISTANCE OF SOUTH 16°13'16" WEST FOR 50.12 FEET, FOR AN ARC DISTANCE OF 52.50 FEET TO A POINT; THENCE SOUTH 69°48'47" EAST FOR A DISTANCE OF 125.60 FEET TO A POINT OF CURVATURE; THENCE ALONG A 550.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 9°12'17", A CHORD BEARING AND DISTANCE OF SOUTH 74°24'56" EAST FOR 88.27 FEET, FOR AN ARC DISTANCE OF 88.36 FEET TO A POINT; THENCE SOUTH 10°58'55" WEST FOR A DISTANCE OF 220.00 FEET TO A POINT; THENCE SOUTH 67°23'13" WEST FOR A DISTANCE OF 170.00 FEET TO A POINT; THENCE NORTH 71°33'42" WEST FOR A DISTANCE OF 110.00 FEET TO A POINT; THENCE SOUTH 73°31'10" WEST FOR A DISTANCE OF 220.90 FEET TO A POINT; THENCE SOUTH 51°55'36" WEST FOR A DISTANCE OF 205.29 FEET TO A POINT; THENCE SOUTH 44°12'32" WEST FOR A DISTANCE OF 181.58 FEET TO A POINT; THENCE SOUTH 88°49'43" WEST FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 2,246,684 SQUARE FEET, OR 51.577 ACRES.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO ONE-HUNDRED THIRTY-THREE (133) LOTS IN EIGHT (8) BLOCKS AND ONE (1) RESERVE, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "PINE VALLEY ADDITION", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PINE VALLEY ADDITION"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS" AND INDIVIDUALLY AS A "LOT".

### SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

#### A. PUBLIC STREETS AND UTILITY EASEMENTS.

THE OWNER DOES HEREBY GRANT, DONATE, CONVEY, AND DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NONOBSTRUCTING IMPROVEMENTS.

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

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER, SANITARY SEWER MAINS AND STORM SEWER MAINS LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER, SANITARY SEWER MAIN OR STORM SEWER MAINS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER, SANITARY SEWER MAIN OR STORM SEWER MAIN, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE LOT OWNER'S EXPENSE.

3. THE CITY OF BIXBY OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER, SANITARY SEWER MAIN AND STORM SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BIXBY OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

#### C. UNDERGROUND SERVICE.

1. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

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

#### D. PAVING AND LANDSCAPING WITHIN EASEMENTS.

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO THE PROPERLY PERMITTED LANDSCAPING AND PAVING OCCASIONED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THAT THE CITY OF BIXBY, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

#### E. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ("LNA") EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE OWNER AND BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO.

THE FOREGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" ("LNA") SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

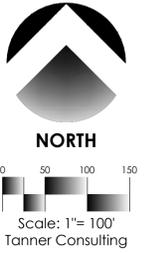
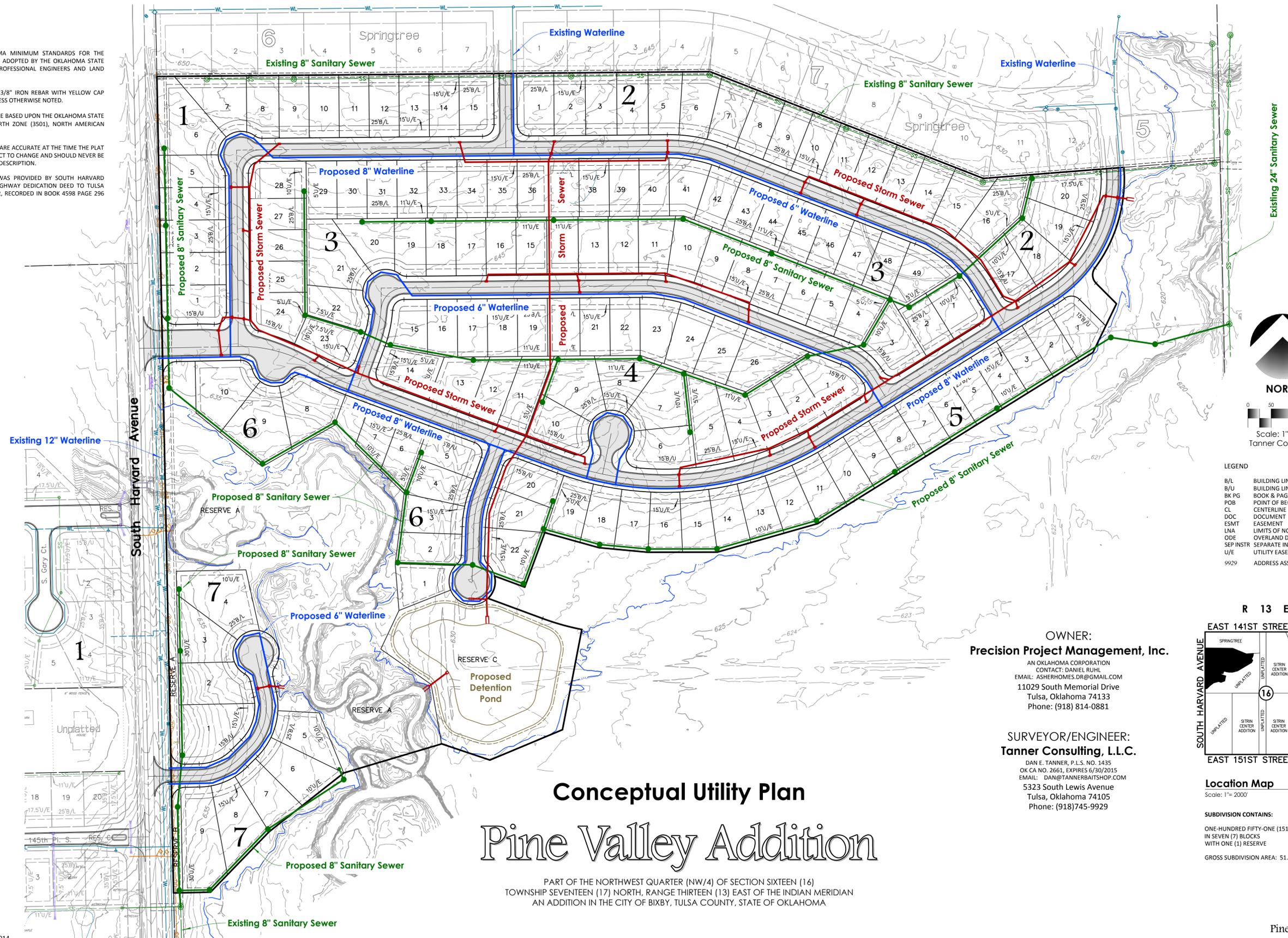
#### F. FENCE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/L" AND SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF PINE VALLEY ADDITION. THE FENCE AND LANDSCAPE EASEMENT ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SPRINKLER SYSTEM, AND LANDSCAPING, AND FOR THE PURPOSE OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG LOTS IN "PINE VALLEY ADDITION", WHICH CONTAIN SUCH EASEMENTS.



**Notes:**

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83).
4. ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH HARVARD AVENUE BY VIRTUE OF PUBLIC HIGHWAY DEDICATION DEED TO TULSA COUNTY, DATED MARCH 1ST, 1982, RECORDED IN BOOK 4598 PAGE 296 OF THE TULSA COUNTY RECORDS.

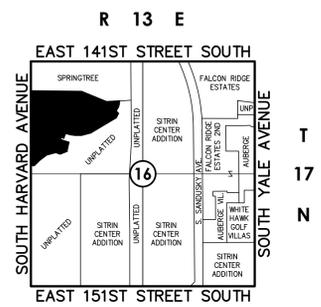


**LEGEND**

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
POB	POINT OF BEGINNING
CL	CENTERLINE
DOC	DOCUMENT
ESMT	EASEMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
SEP INSTR	SEPARATE INSTRUMENT
U/E	UTILITY EASEMENT
9929	ADDRESS ASSIGNED

**OWNER:**  
**Precision Project Management, Inc.**  
 AN OKLAHOMA CORPORATION  
 CONTACT: DANIEL RUHL  
 EMAIL: ASHERHOMES.DR@GMAIL.COM  
 11029 South Memorial Drive  
 Tulsa, Oklahoma 74133  
 Phone: (918) 814-0881

**SURVEYOR/ENGINEER:**  
**Tanner Consulting, L.L.C.**  
 DAN E. TANNER, P.L.S. NO. 1435  
 OK CA NO. 2661, EXPIRES 6/30/2015  
 EMAIL: DAN@TANNERBAITSHOP.COM  
 5323 South Lewis Avenue  
 Tulsa, Oklahoma 74105  
 Phone: (918)745-9929



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

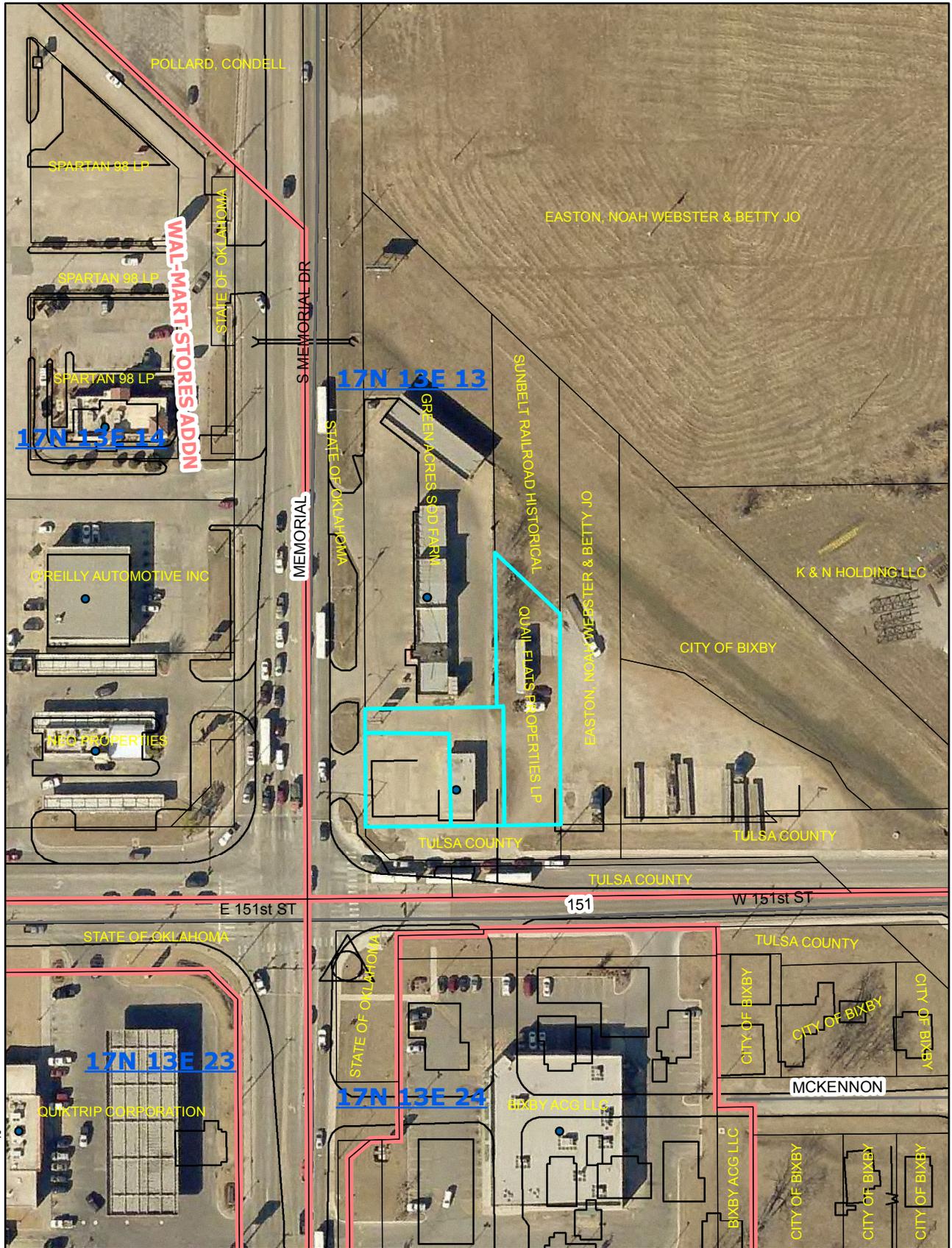
**SUBDIVISION CONTAINS:**  
 ONE-HUNDRED FIFTY-ONE (151) LOTS  
 IN SEVEN (7) BLOCKS  
 WITH ONE (1) RESERVE  
 GROSS SUBDIVISION AREA: 51.577 ACRES

# Conceptual Utility Plan

## Pine Valley Addition

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16)  
 TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN  
 AN ADDITION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

# Preliminary Plat & Final Plat of "Tri-State Retail" – Khoury Engineering, Inc.



- Businesses
- bixby\_streams
- ▭ Tulsa Parcels 08/14
- ▭ WagParcels 08/14
- ▭ TulSubdivision
- ▭ WagSubdivision
- ▭ WagRoads\_Aug2012
- E911Streets
- ▭ PUD
- ▭ bixby\_s-t-r
- ▭ county

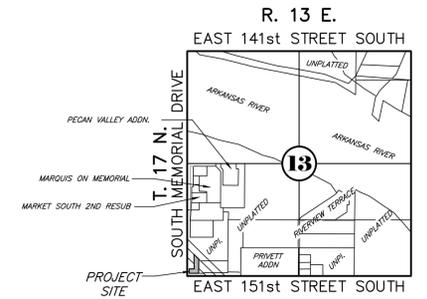


# PRELIMINARY PLAT Tri-State Retail

A tract of land situated in the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW/4 SW/4 SW/4) of Section Thirteen (13), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, City of Bixby, Tulsa County, State of Oklahoma

Subdivision has 1 Lot in 1 Block  
and contains 0.527 acres, more or less.

LOT #	SQ. FT.	ACRES
1	22,970.20	0.527



**LOCATION MAP**  
SCALE: 1" = 2,000'

**OWNER**  
QUAIL FLATS PROPERTIES, LP  
3000 ALTAMESA BLVD., SUITE 300  
FORTH WORTH, TX 76133  
Contact: DAN ARK  
(620) 231-5260  
E-Mail: DAN@TRISTATEBUILDING.NET

**ENGINEER**  
Khoury Engineering, Inc.  
1435 East 41st Street  
Tulsa, Oklahoma 74105  
(918) 712-8768  
E-MAIL: kenginc@khouryeng.com  
Certificate of Authorization No. 3751  
Expires June 30, 2015

**SURVEYOR**  
Harden & Associates  
Surveying & Mapping, Pc.  
2001 South 114th East Avenue  
Tulsa, Oklahoma 74128  
(918) 234-4859  
C.A. No. 4656, Renewal: 6/30/2015

**BASIS OF BEARING**  
THE BEARINGS SHOWN HEREON ARE BASED ON OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 1983 (1993).

**MONUMENTATION**  
ALL LOT CORNERS ARE TO BE MONUMENTED WITH A 5/8" or 3/8" IRON PIN WITH PLASTIC CAP UPON COMPLETION OF THE INFRASTRUCTURE CONSTRUCTION.

**LEGEND**  
B/L = BUILDING LINE  
U/E = UTILITY EASEMENT  
M.A.E = MUTUAL ACCESS EASEMENT  
L.N.A. = LIMITS OF NO ACCESS  
T/E = TRAIL EASEMENT  
(15035) = PROPOSED STREET ADDRESS

**LEGAL DESCRIPTION**

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

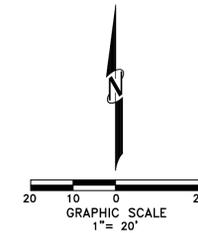
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION THIRTEEN (13); THENCE N 88°22'05" E AND ALONG THE SOUTH LINE OF SAID SECTION THIRTEEN (13), A DISTANCE OF 50.00 FEET; THENCE N 01°15'25" W A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THENCE N 01°15'25" W A DISTANCE OF 100.00 FEET; THENCE N 88°22'05" E A DISTANCE OF 115.00; THENCE N 01°15'25" W A DISTANCE OF 134.47 FEET; THENCE S 48°09'55" E A DISTANCE OF 75.31 FEET; THENCE S 01°15'25" E A DISTANCE OF 182.66 FEET; THENCE S 88°22'05" W A DISTANCE OF 170.00 TO THE POINT OF BEGINNING.

**ADDRESSES**

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

FINAL PLAT  
CERTIFICATE OF APPROVAL  
I HEREBY CERTIFY THAT THIS  
PLAT WAS APPROVED BY THE  
CITY OF BIXBY:  
ON: \_\_\_\_\_  
BY: \_\_\_\_\_  
MAYOR - VICE MAYOR  
THIS APPROVAL IS VOID IF THE  
ABOVE SIGNATURE IS NOT  
ENDORSED BY THE CITY  
MANAGER OR CITY CLERK.  
BY: \_\_\_\_\_  
CITY MANAGER - CITY CLERK

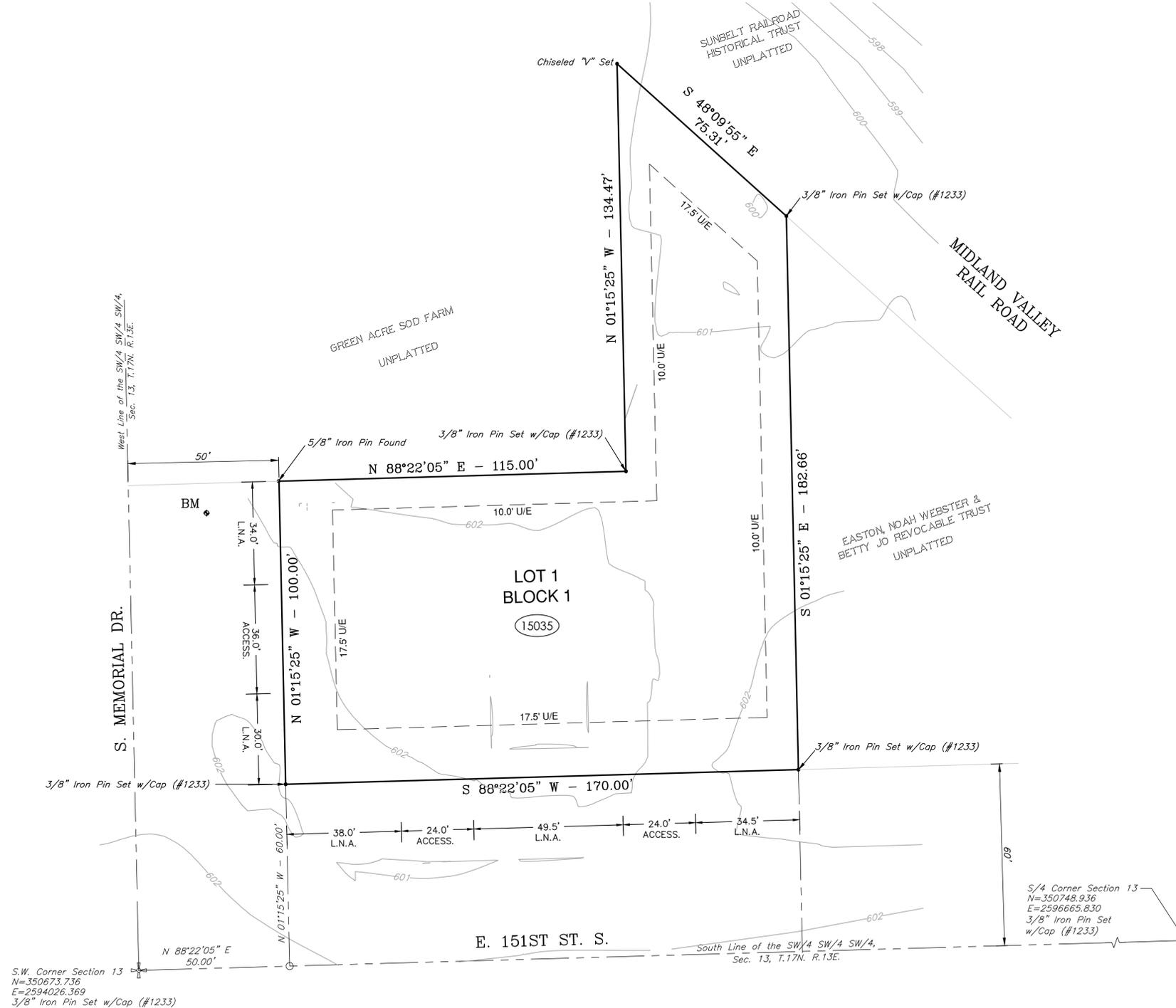


**BENCHMARK**

CHISELED "X" ON TOP OF CURB.  
N=350824.603  
E=2594048.790  
EL=601.91

**DATUM**

Horizontal: NAD83(1993) Oklahoma State Plane - HARN Adjustment  
Zone: 3501 Oklahoma North  
Vertical: NAVD 1988 Datum.



Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

QUAIL FLATS PROPERTIES, LP, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION THIRTEEN (13); THENCE N 88°22'05" E AND ALONG THE SOUTH LINE OF SAID SECTION THIRTEEN (13), A DISTANCE OF 50.00 FEET; THENCE N 01°15'25" W A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THENCE N 01°15'25" W A DISTANCE OF 100.00 FEET; THENCE N 88°22'05" E A DISTANCE OF 115.00; THENCE N 01°15'25" W A DISTANCE OF 134.47 FEET; THENCE S48°09'55" E A DISTANCE OF 75.31 FEET; THENCE S 01°15'25" E A DISTANCE OF 182.66 FEET; THENCE S 88°22'05" W A DISTANCE OF 170.00 TO THE POINT OF BEGINNING.

AND HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, AND DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO ONE (1) LOT AND ONE (1) BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "TRI-STATE RETAIL" A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "TRI-STATE RETAIL" OR THE "SUBDIVISION").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION 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 PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE HERE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICES

- 1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS OR STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER AND 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 OF HIS LOT, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

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

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

- 3. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
4. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE AND UNDERGROUND DRAINAGE

- 1. 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 STREETS AND EASEMENTS FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF FROM PROPERTIES WITHIN THE SUBDIVISION. 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 ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.
2. DRAINAGE FACILITIES OR OTHER IMPROVEMENTS CONSTRUCTED IN THE SUBDIVISION SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BIXBY, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. LIMITS OF NO ACCESS

THE OWNERS HEREBY RELINQUISH RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO E. 126TH STREET SOUTH AND S. 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 CITY OF BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY. THE EMERGENCY RESPONSE VEHICLES OR VEHICLES USED IN CONJUNCTION WITH FRY CREEK MAINTENANCE ARE EXCLUDED FROM THE LIMITS OF NO ACCESS ALONG MEMORIAL DRIVE FRONTAGE.

H. MAINTENANCE OF LOT

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR MAINTAINING ALL PORTIONS OF ITS LOT AND ANY STRUCTURE CONSTRUCTED ON THAT LOT, INCLUDING WITHOUT LIMITATION, ALL IMPROVEMENTS, UTILITIES, DRAINAGE, PAVING, LANDSCAPING, AND BUILDINGS. THE OWNER IS REQUIRED TO UPKEEP ITS LOT FREE OF TRASH, DEBRIS, AND LITTER.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

B. DURATION

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

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, QUAIL FLATS PROPERTES, LP, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014 .

QUAIL FLATS PROPERTIES, LP
AN OKLAHOMA LIMITED PARTNERSHIP

BY: \_\_\_\_\_

STATE OF OKLAHOMA )
) S.S.
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014, BY \_\_\_\_\_

MY COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, \_\_\_\_\_ OF TULSA COUNTY, STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, 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 "TRI-STATE RETAIL", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

LICENSED PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. \_\_\_\_

STATE OF OKLAHOMA )
) S.S.
COUNTY OF TULSA )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS DAY OF \_\_\_\_ DAY OF \_\_\_\_\_, 2014 BY \_\_\_\_\_

MY COMMISSION EXPIRES

NOTARY PUBLIC

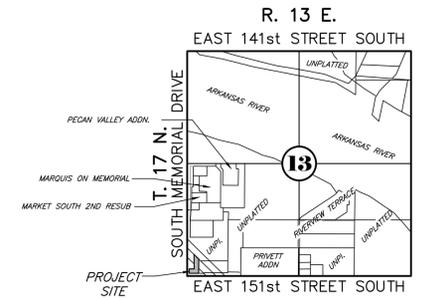
# FINAL PLAT

## Tri-State Retail

A tract of land situated in the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW/4 SW/4 SW/4) of Section Thirteen (13), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, City of Bixby, Tulsa County, State of Oklahoma

Subdivision has 1 Lot in 1 Block  
and contains 0.527 acres, more or less.

LOT #	SQ. FT.	ACRES
1	22,970.20	0.527



**LOCATION MAP**  
SCALE: 1" = 2,000'

**OWNER**

QUAIL FLATS PROPERTIES, LP  
3000 ALTAMESA BLVD., SUITE 300  
FORTH WORTH, TX 76133  
Contact: DAN ARK  
(620) 231-5260  
E-Mail: DAN@TRISTATEBUILDING.NET

**ENGINEER**

Khoury Engineering, Inc.  
1435 East 41st Street  
Tulsa, Oklahoma 74105  
(918) 712-8768  
E-MAIL: kenginc@khouryeng.com  
Certificate of Authorization No. 3751  
Expires June 30, 2015

**SURVEYOR**

Harden & Associates  
Surveying & Mapping, Pc.  
2001 South 114th East Avenue  
Tulsa, Oklahoma 74128  
(918) 234-4859  
C.A. No. 4656, Renewal: 6/30/2015

**BASIS OF BEARING**

THE BEARINGS SHOWN HEREON ARE BASED ON OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 1983 (1993).

**MONUMENTATION**

ALL LOT CORNERS ARE TO BE MONUMENTED WITH A 5/8" or 3/8" IRON PIN WITH PLASTIC CAP UPON COMPLETION OF THE INFRASTRUCTURE CONSTRUCTION.

**LEGEND**

- B/L = BUILDING LINE
- U/E = UTILITY EASEMENT
- M.A.E = MUTUAL ACCESS EASEMENT
- L.N.A. = LIMITS OF NO ACCESS
- T/E = TRAIL EASEMENT
- (15035) = PROPOSED STREET ADDRESS

**LEGAL DESCRIPTION**

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

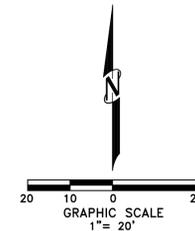
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THENCE N 01°15'25" W A DISTANCE OF 100.00 FEET; THENCE N 88°22'05" E A DISTANCE OF 115.00; THENCE N 01°15'25" W A DISTANCE OF 134.47 FEET; THENCE S 48°09'55" E A DISTANCE OF 75.31 FEET; THENCE S 01°15'25" E A DISTANCE OF 182.66 FEET; THENCE S 88°22'05" W A DISTANCE OF 170.00 TO THE POINT OF BEGINNING.

**ADDRESSES**

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

FINAL PLAT  
CERTIFICATE OF APPROVAL  
I HEREBY CERTIFY THAT THIS  
PLAT WAS APPROVED BY THE  
CITY OF BIXBY:  
ON: \_\_\_\_\_  
BY: \_\_\_\_\_  
MAYOR - VICE MAYOR  
THIS APPROVAL IS VOID IF THE  
ABOVE SIGNATURE IS NOT  
ENDORSED BY THE CITY  
MANAGER OR CITY CLERK.  
BY: \_\_\_\_\_  
CITY MANAGER - CITY CLERK

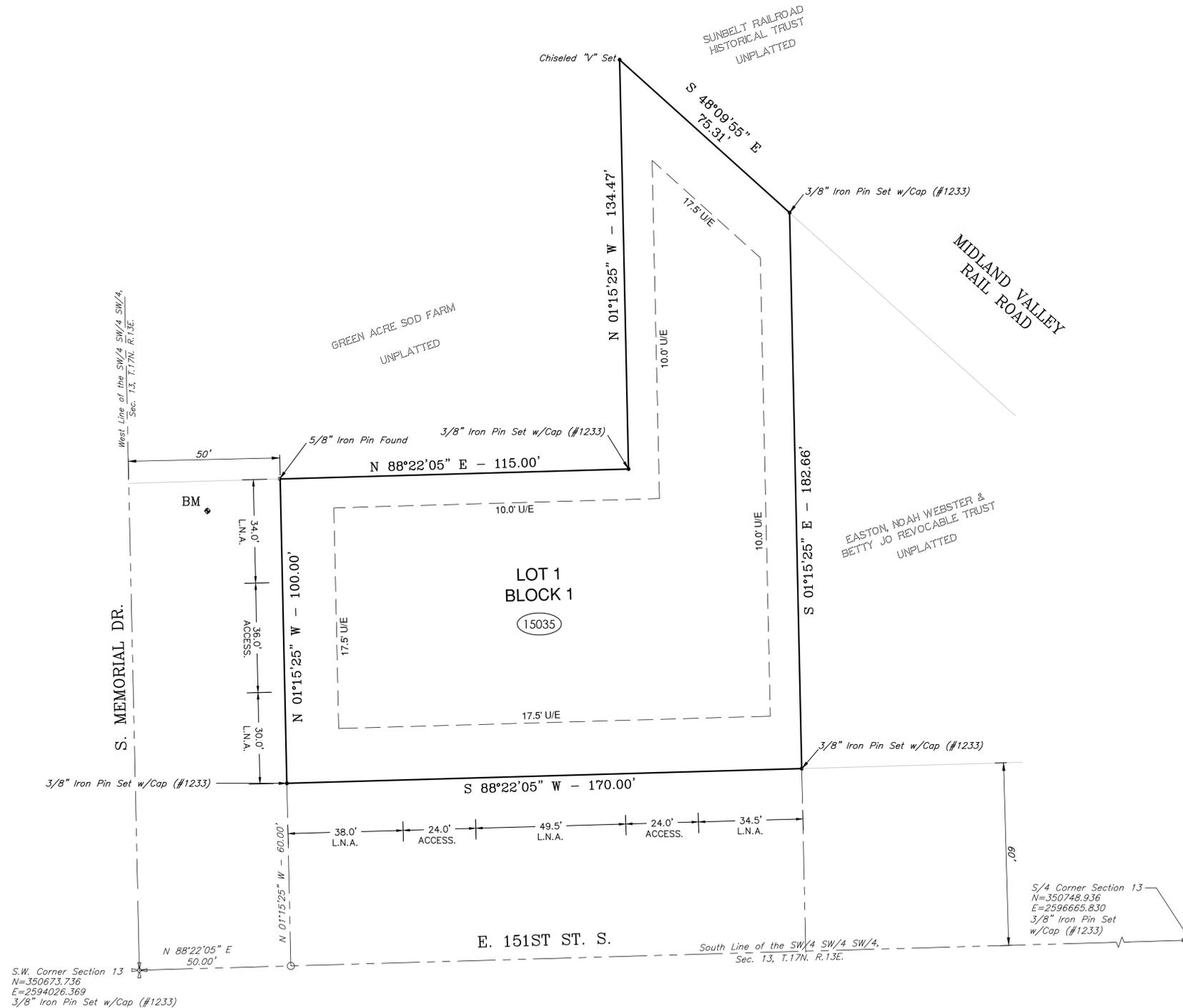


**BENCHMARK**

CHISELED "X" ON TOP OF CURB.  
N=350824.603  
E=2594048.790  
EL=601.91

**DATUM**

Horizontal: NAD83(1993) Oklahoma State Plane - HARN Adjustment  
Zone: 3501 Oklahoma North  
Vertical: NAVD 1988 Datum.



Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

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B. UNDERGROUND SERVICE

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE HERE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICES

- 1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS OR STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER AND 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 OF HIS LOT, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

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

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

- 3. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
4. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE AND UNDERGROUND DRAINAGE

- 1. 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 STREETS AND EASEMENTS FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF FROM PROPERTIES WITHIN THE SUBDIVISION. 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 ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.
2. DRAINAGE FACILITIES OR OTHER IMPROVEMENTS CONSTRUCTED IN THE SUBDIVISION SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BIXBY, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. LIMITS OF NO ACCESS

THE OWNERS HEREBY RELINQUISH RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO E. 126TH STREET SOUTH AND S. 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 CITY OF BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY. THE EMERGENCY RESPONSE VEHICLES OR VEHICLES USED IN CONJUNCTION WITH FRY CREEK MAINTENANCE ARE EXCLUDED FROM THE LIMITS OF NO ACCESS ALONG MEMORIAL DRIVE FRONTAGE.

H. MAINTENANCE OF LOT

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR MAINTAINING ALL PORTIONS OF ITS LOT AND ANY STRUCTURE CONSTRUCTED ON THAT LOT, INCLUDING WITHOUT LIMITATION, ALL IMPROVEMENTS, UTILITIES, DRAINAGE, PAVING, LANDSCAPING, AND BUILDINGS. THE OWNER IS REQUIRED TO UPKEEP ITS LOT FREE OF TRASH, DEBRIS, AND LITTER.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

B. DURATION

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

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, QUAIL FLATS PROPERTES, LP, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014 .

QUAIL FLATS PROPERTIES, LP
AN OKLAHOMA LIMITED PARTNERSHIP

BY: \_\_\_\_\_

STATE OF OKLAHOMA )
) S.S.
COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014, BY \_\_\_\_\_

MY COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, \_\_\_\_\_ OF TULSA COUNTY, STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, 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 "TRI-STATE RETAIL", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

LICENSED PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. \_\_\_\_

STATE OF OKLAHOMA )
) S.S.
COUNTY OF TULSA )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS DAY OF \_\_\_\_ DAY OF \_\_\_\_\_, 2014 BY \_\_\_\_\_

MY COMMISSION EXPIRES NOTARY PUBLIC