

**AGENDA**  
**TECHNICAL ADVISORY COMMITTEE**  
**CONFERENCE ROOM**  
**DAWES BUILDING CITY OFFICES**  
**113 WEST DAWES AVE**  
**BIXBY, OK 74008**  
**February 03, 2016 – 10:00 AM**

1. Call to Order
2. **Preliminary Plat – “Presley Heights” – Tanner Consulting, LLC.** Discussion and review of a Preliminary Plat and certain Modifications/Waivers for “Presley Heights” for approximately 42.488 acres in the E/2 of Section 17, T17N, R13E.  
Property Located: 2800-block of E. 141<sup>st</sup> St. S.
3. Old Business
4. New Business
5. Adjournment

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

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

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

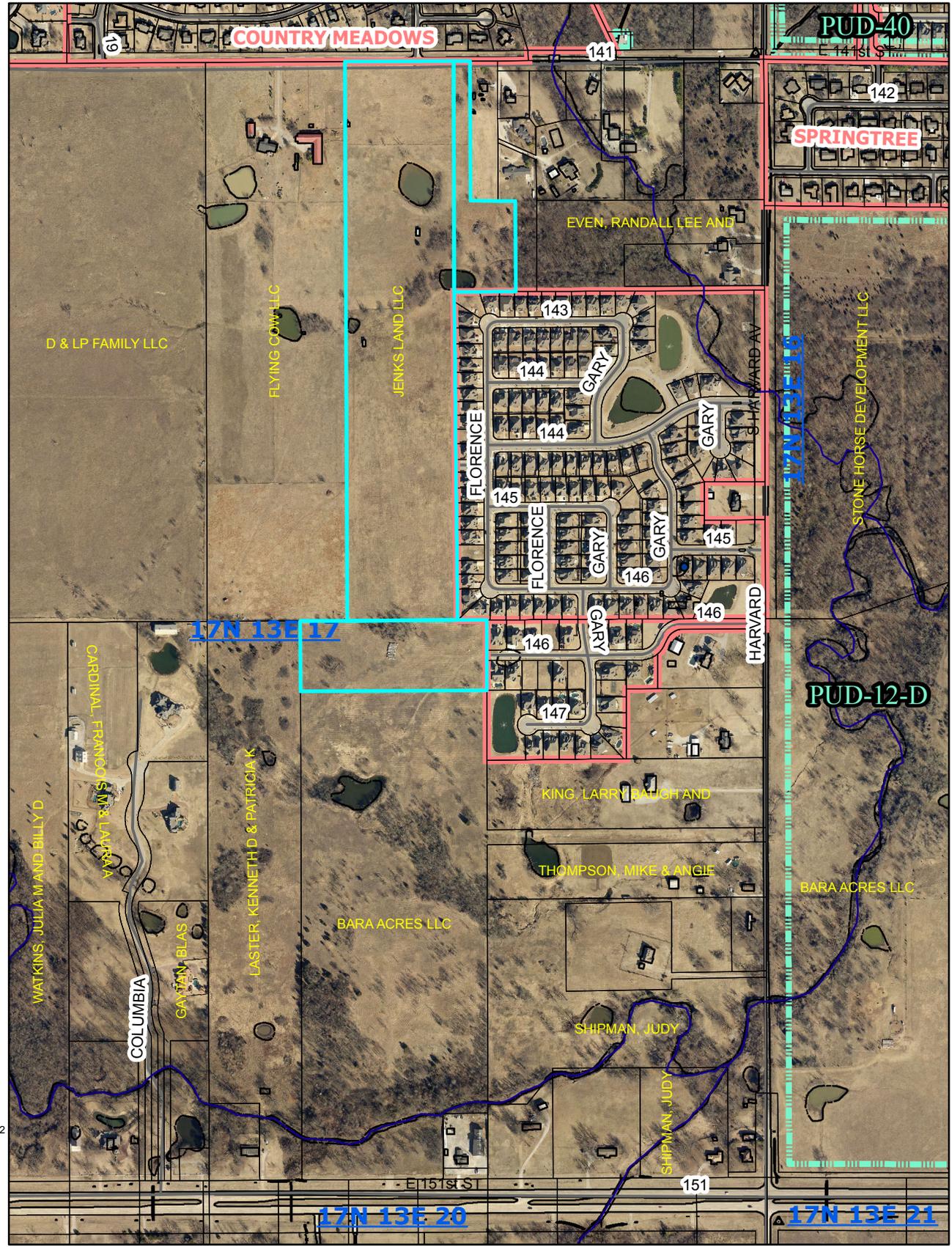
AGENDA – Bixby Technical Advisory Committee

February 03, 2016

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Persons who require a special accommodation to participate in this meeting should contact City Planner Erik Enyart, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430, or via Email: [eenyart@bixbyok.gov](mailto:eenyart@bixbyok.gov) as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a TDD may contact OKLAHOMA RELAY at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

# Preliminary Plat of "Presley Heights" – Tanner Consulting, LLC



- Businesses
- bixby\_streams
- Bixby\_TulParcels
- WagParcels 11/15
- TulSubdivision
- WagSubdivision
- WagRoads\_Aug2012
- E911\_Streets
- PUD
- bixby\_s-t-r
- county

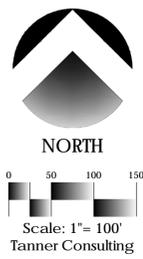
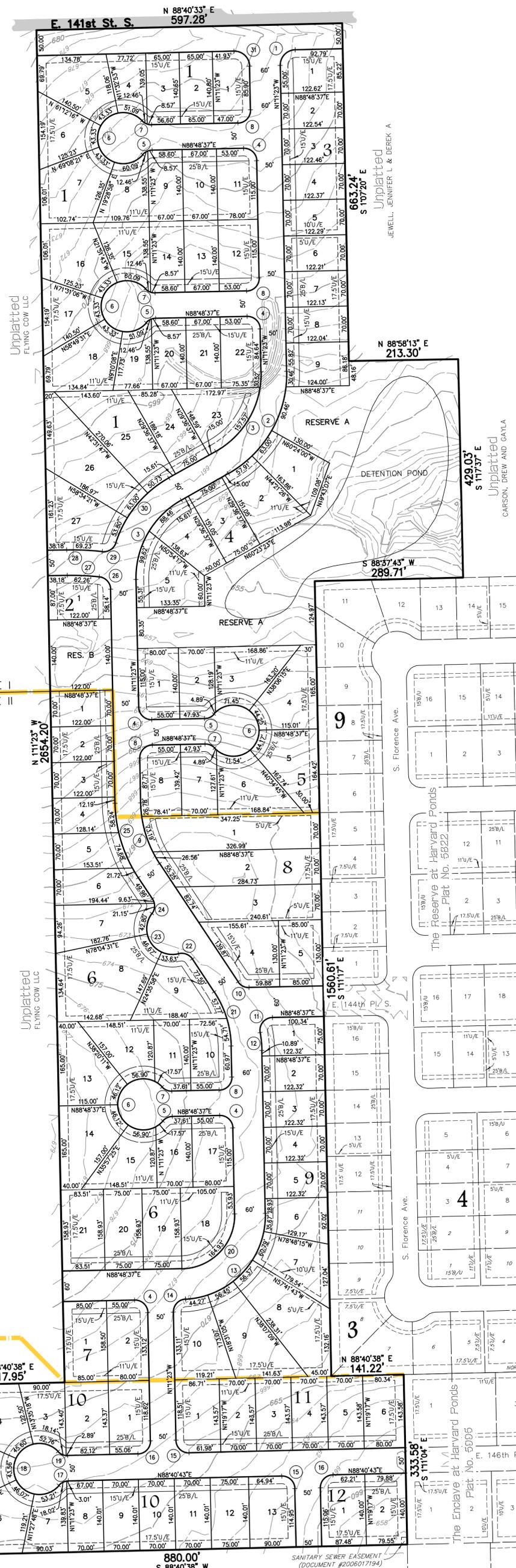


# Preliminary Plat Presley Heights

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, AN ADDITION TO THE BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

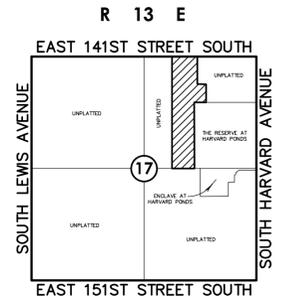
**OWNER:**  
Jenks Land, L.L.C.  
AN OKLAHOMA LIMITED LIABILITY COMPANY  
MIKE WALLACE, MANAGER  
114 South 3rd Street  
Jenks, Oklahoma 74037  
Phone: (918)298-6100

**SURVEYOR / ENGINEER:**  
Tanner Consulting, L.L.C.  
DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2017  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918)745-9929



**LEGEND**

AC	ACRES
B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY
E	EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
DOC	DOCUMENT
ESMT	EASEMENT
IPF	IRON PIN FOUND
IPFYC	IRON PIN FOUND WITH YELLOW CAP
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
U/E	UTILITY EASEMENT



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

**SUBDIVISION CONTAINS:**  
SUBDIVISION CONTAINS ONE-HUNDRED & NINE (109) LOTS IN TWELVE (12) BLOCKS  
GROSS SUBDIVISION AREA: 42.488 ACRES

**Curve Table** ①

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD BEARING	CHORD DISTANCE
1	47.05'	30.00'	89°51'56"	N43°44'34"E	42.38'
2	241.82'	225.00'	61°34'46"	N29°36'00"E	230.35'
3	188.08'	175.00'	61°34'46"	N29°36'00"E	179.16'
4	39.27'	25.00'	90°00'00"	N46°11'23"W	35.36'
5	21.03'	25.00'	48°11'23"	N64°42'56"E	20.41'
6	72.97'	50.00'	83°37'14"	N1°11'23"W	66.67'
7	21.03'	25.00'	48°11'23"	N67°05'41"W	20.41'
8	39.27'	25.00'	90°00'00"	N43°48'37"E	35.36'
9	126.53'	225.00'	32°13'15"	N17°18'00"W	124.87'
10	25.21'	25.00'	57°46'44"	N62°18'00"W	24.16'
11	43.12'	25.00'	98°49'25"	N39°23'56"E	37.97'
12	35.42'	230.00'	8°49'24"	N5°36'04"W	35.38'
13	253.55'	165.00'	88°02'37"	N42°49'56"E	229.33'
14	38.42'	25.00'	88°02'37"	N42°49'56"E	34.75'
15	39.33'	25.00'	90°07'55"	N46°15'20"W	35.40'
16	39.21'	25.00'	89°52'05"	N43°44'40"E	35.31'
17	21.03'	25.00'	48°11'23"	N64°35'01"E	20.41'
18	72.97'	50.00'	83°37'14"	N1°19'17"W	66.67'
19	21.03'	25.00'	48°11'23"	N67°13'36"W	20.41'
20	164.93'	105.00'	90°00'00"	N43°48'37"E	148.49'
21	112.47'	200.00'	32°13'15"	N17°18'00"W	111.00'
22	30.77'	25.00'	70°31'44"	N68°40'30"W	28.87'
23	123.10'	50.00'	141°03'27"	N33°24'38"W	94.28'
24	30.77'	25.00'	70°31'44"	N1°51'14"E	28.87'
25	154.65'	275.00'	32°13'15"	N17°18'00"W	152.62'
26	35.99'	25.00'	82°29'23"	N42°26'04"W	32.96'
27	62.26'	475.00'	7°30'37"	N87°26'04"W	62.22'
28	69.23'	525.00'	7°33'21"	N87°24'42"W	69.18'
29	34.31'	25.00'	78°38'18"	N57°02'49"E	31.68'
30	167.53'	225.00'	42°39'43"	N39°03'32"E	163.69'
31	47.19'	30.00'	90°08'04"	N46°15'24"W	42.48'

**Notes:**

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 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 WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED UPON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 141ST STREET SOUTH, A PUBLIC ROAD, AND ADJACENT PUBLIC STREETS WITHIN "THE RESERVE AT HARVARD PONDS" AND "ENCLAVE AT HARVARD PONDS", ADDITIONS IN THE CITY OF BIXBY, OKLAHOMA.

**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**

# Presley Heights

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, AN ADDITION TO THE BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

JENKS LAND, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND LOCATED WITHIN THE NORTHEAST QUARTER (NE/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 17; THENCE, NORTH 88°40'33" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 662.34 FEET TO A POINT AT THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER AND THE POINT OF BEGINNING; THENCE NORTH 88°40'33" EAST, CONTINUING ALONG SAID NORTH LINE, FOR A DISTANCE OF 597.28 FEET; THENCE SOUTH 1°07'20" EAST, DEPARTING SAID NORTH LINE, FOR A DISTANCE OF 663.24 FEET; THENCE NORTH 88°58'13" EAST FOR A DISTANCE OF 213.30 FEET; THENCE SOUTH 1°17'37" EAST FOR A DISTANCE OF 429.03 FEET TO A POINT ON THE NORTH LINE OF THE RESERVE AT HARVARD PONDS, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, PLAT NO. 5822; THENCE SOUTH 88°37'43" WEST, ALONG SAID NORTH LINE FOR A DISTANCE OF 289.71 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID RESERVE AT HARVARD PONDS; THENCE SOUTH 1°10'54" EAST, ALONG THE WEST LINE OF SAID RESERVE AT HARVARD PONDS; FOR A DISTANCE OF 233.39 FEET; THENCE SOUTH 1°11'22" EAST, CONTINUING ALONG SAID WEST LINE, FOR A DISTANCE OF 1327.22 FEET TO A POINT AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 3, SAID RESERVE AT HARVARD PONDS; THENCE NORTH 88°40'38" EAST, ALONG THE SOUTH LINE OF SAID LOT 7, FOR A DISTANCE OF 141.22 FEET TO A POINT AT THE NORTHWEST CORNER OF THE ENCLAVE AT HARVARD PONDS, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, PLAT NO. 5995; THENCE SOUTH 1°11'04" EAST, ALONG THE WEST LINE OF SAID ENCLAVE AT HARVARD PONDS FOR A DISTANCE OF 333.58 FEET; THENCE SOUTH 88°40'38" WEST, DEPARTING SAID WEST, FOR A DISTANCE OF 880.00 FEET; THENCE NORTH 1°11'04" WEST FOR A DISTANCE OF 333.58 FEET; THENCE NORTH 88°40'38" EAST FOR A DISTANCE OF 217.95 FEET TO A POINT AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 1°11'23" WEST, ALONG THE EAST LINE OF SAID WEST HALF OF THE WEST HALF, FOR A DISTANCE OF 2654.20 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,850,775 SQUARE FEET OR 42.488 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83).

JENKS LAND LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS AND STREETS AND HAS DESIGNATED THE SAME AS "PRESLEY HEIGHTS", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

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

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

THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS AND DEDICATES FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" 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, OVER AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. OWNER/DEVELOPER 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 STREETS AND 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 A STREET OR 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.

#### B. UNDERGROUND SERVICE

- STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. 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 EASEMENT WAYS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATIONS AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATION OR GAS FACILITIES. THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF EACH LOT WITHIN THE SUBDIVISION AGREES TO BE BOUND HEREBY.

#### C. GAS SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
- WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE REPORTED TO GAS SERVICE PROVIDER.
- 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 STRUCTURES 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.
- THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.
- THE SUPPLIER OF GAS OR ITS SUCCESSORS AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

#### D. WATER AND SANITARY SEWER SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN OR PUBLIC SANITARY SEWER. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SANITARY SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SANITARY SEWER, SHALL BE PROHIBITED.
- THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, OR PUBLIC SANITARY SEWER MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
- THE CITY OF BIXBY OR ITS SUCCESSORS THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT WAYS SHOWN ON SAID PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER AND SEWER FACILITIES.
- ALL WATER AND SANITARY SEWER LINES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.
- THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

#### E. SURFACE DRAINAGE

- EACH LOT WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO 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 HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, THE HOMEOWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV (THE "ASSOCIATION") AND BY THE CITY OF BIXBY, OKLAHOMA.

#### F. PAVING AND LANDSCAPING WITHIN EASEMENTS

- THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY NECESSARY 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. STORM SEWER

- THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE ACCOMPANYING PLAT FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.
- NO PERMANENT FENCE, PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE UTILITY EASEMENT AREAS, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER SYSTEM IS PROHIBITED.
- 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 SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID STORM SEWER FACILITIES. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF STORM SEWER FACILITIES, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SUCH STORM SEWER FACILITIES, IS PROHIBITED WITHOUT THE CONSENT OF THE CITY OF BIXBY.

- THE FOREGOING COVENANTS CONCERNING UTILITY EASEMENTS AND THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

### SECTION II - LAND USE RESTRICTIONS

#### A. USE OF LAND:

ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED SOLELY FOR SINGLE FAMILY RESIDENCES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED OR DESIGNATED BY OWNER/DEVELOPER MAY BE USED FOR MODEL HOMES OR REAL ESTATE OFFICES UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

#### B. SETBACKS

- STREET SETBACK. NO BUILDING OR ACCESSORY STRUCTURE SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT.
- SIDE YARD. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN 10 FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 15 FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN 20 FEET.
- REAR YARD. THE MINIMUM REAR YARD SETBACK SHALL BE 20 FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED WITHIN THE REQUIRED REAR YARD SET BACK AREA, BUT NO BUILDING SHALL BE ERECTED NEARER THAN 5 FEET TO ANY LOT LINE.
- EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCR OACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

#### C. BUILDING HEIGHT

NO BUILDING SHALL EXCEED 3 STORIES OR 48 FEET IN HEIGHT.

#### D. FLOOR AREA OF DWELLING

- SINGLE STORY  
A SINGLE STORY DWELLING SHALL HAVE AT LEAST 2,200 SQUARE FEET OF FINISHED HEATED LIVING AREAS.
- TWO STORY AND THREE STORY  
IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 2,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.
- COMPUTATION OF LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREA, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREA, AND ANY AREA OF LESS THAN FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.

#### E. MASONRY

THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE 100% BRICK, STONE, OR STUCCO (EXCLUDING WINDOWS AND DOORS). AT THE DISCRETION OF THE ARCHITECTURAL COMMITTEE, THE 100% REQUIRED MASONRY MAY BE WAIVED FOR PORCHES AND PATIOS.

### SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. THEREFORE, THE OWNER/DEVELOPER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, EACH LOT OWNER AND THEIR SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

#### A. ARCHITECTURAL COMMITTEE-PLAN REVIEW

- AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED IN THIS SUBSECTION. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY OWNER/DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION; AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE ASSOCIATION, PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.
- NO BUILDING, FENCE, WALL OR FREE STANDING MAILBOX SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS THEREFORE HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND SHALL INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE OF SUCH PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 20 DAYS AFTER SUBMISSION, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

- THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING, STRUCTURE OR ALTERATION, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RECOMMENDATION OF BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR BUILDING CODE COMPLIANCE. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

#### B. GARAGES

EACH DWELLING SHALL HAVE AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

#### C. FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

#### D. SEASONAL DECORATIONS

ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

#### E. GARAGE SALES/YARD SALES

GARAGE SALES/YARD SALES WILL BE ALLOWED TWICE EACH CALENDAR YEAR. THE DATES THEREOF SHALL BE SET BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS ASSOCIATION.

#### F. WINDOWS

ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

#### G. ROOF PITCH

- NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12 OVER 75% OF THE HORIZONTAL AREA COVERED BY ROOF AND NO ROOF SHALL HAVE A PITCH OF LESS THAN 3/12.
- WAIVER: THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTIONS TO PERMIT A DWELLING HAVING A FLAT ROOF OVER MORE THAN 25 % OF THE HORIZONTAL AREA COVERED BY ROOF.

#### H. ROOFING MATERIALS

ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES (NOT LESS THAN 230-LB 30 YEAR AND WEATHERED WOOD IN COLOR), PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD HEREINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND COLOR WHICH IS COMPATIBLE WITH THE ROOFING FIRST ABOVE DESCRIBED.

#### I. ROOFTOP PROTRUSIONS

METAL ROOFTOP PROTRUSIONS ON THE RESIDENCE SHALL BE PAINTED TO MATCH THE ROOF COLOR SELECTIONS (WEATHERED WOOD).

#### J. ON-SITE CONSTRUCTION

NO EXISTING OR OFF-SITE BUILT STRUCTURE SHALL BE MOVED ONTO OR PLACED ON ANY LOT.

#### K. OUTBUILDINGS

- OUTBUILDINGS ARE PROHIBITED.
- WAIVER: THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.

#### M. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

#### N. FENCING

- ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BIXBY ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO THE SIDE YARD LOT LINE. EXCEPT AS SPECIFIED IN SECTION III, SUBSECTION P.2 IMMEDIATELY BELOW (I) ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD, AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING SHALL BE PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PRE-APPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO RESERVE AREAS ONLY.

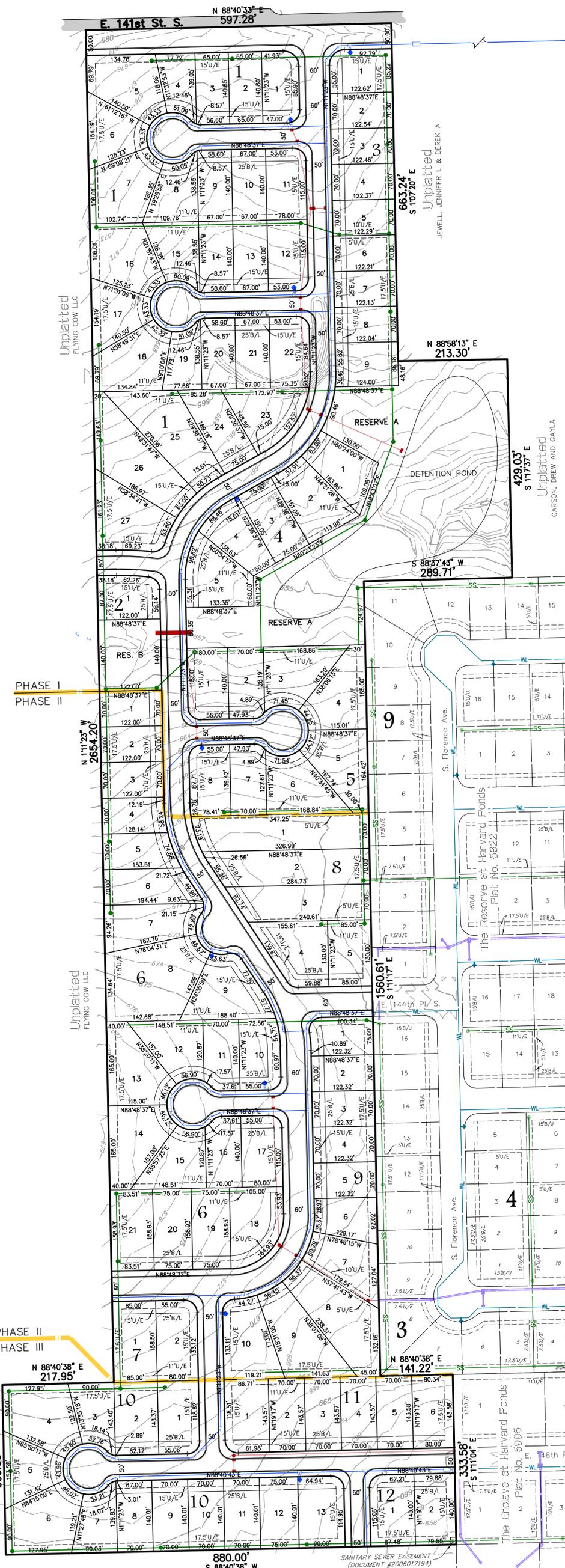


# Conceptual Utility Plan Presley Heights

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, AN ADDITION TO THE BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

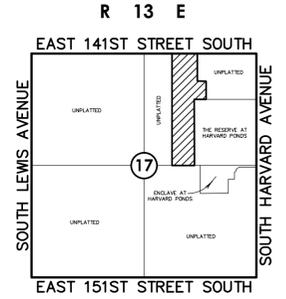
**OWNER:**  
Jenks Land, L.L.C.  
AN OKLAHOMA LIMITED LIABILITY COMPANY  
MIKE WALLACE, MANAGER  
114 South 3rd Street  
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**NORTH**  
Scale: 1" = 100'  
Tanner Consulting

- LEGEND**
- AC ACRES
  - B/L BUILDING LINE
  - B/U BUILDING LINE & UTILITY EASEMENT
  - BK PG BOOK & PAGE
  - CB CHORD BEARING
  - CD CHORD DISTANCE
  - DOC DOCUMENT
  - ESMT EASEMENT
  - IPF IRON PIN FOUND
  - IPFYC IRON PIN FOUND WITH YELLOW CAP
  - POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - U/E UTILITY EASEMENT



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

**SUBDIVISION CONTAINS:**  
SUBDIVISION CONTAINS ONE-HUNDRED & NINE (109) LOTS IN SIX (6) BLOCKS  
GROSS SUBDIVISION AREA: 42.488 ACRES