Tulsa County Clerk - MICHAEL WILLIS
Doc #: 7174 Page(s): 4 Recorded: 12/03/2024 11:33:21 AM
Receipt #: 2024-68554 Fees: $35.00

FINAL PLAT

HENSON SQUARE

A SUBDIVISION IN THE CITY OF BIXBY, BEING A PART OF THE NW/4 OF THE NW/4 OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHWEST QUARTER (NW/4) SECTION 21, TOWNSHIP 17N, RANGE 13E BRASS CAP FOUND POINT OF COMMENCEMENT

NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHWEST QUARTER (NW/4) SECTION 21, TOWNSHIP 17N, RANGE 13E 3/8" IRON PIN FOUND W/CAP STAMPED POE LS 1174

STATE HIGHWAY 67 (E. 151st STR. S.)

S. 33rd E. AVE. (S. HARVARD AVE.)

South 36th East Avenue

East 152nd Street South (PRIVATE)

East 152nd Place South

East 153rd Street South (PRIVATE)

S. 33rd Pl. (PRIVATE)

S. 34th E. Ave. (PRIVATE)

S. 36th E. Ave. (PRIVATE)

S. 37th E. Ave. (PRIVATE)

RESERVE AREA 'A' STORMWATER MANAGEMENT FACILITY 3401

RESERVE AREA 'B' STORMWATER MANAGEMENT FACILITY 15241

RESERVE AREA 'C' STORMWATER MANAGEMENT FACILITY 15322

RESERVE AREA 'D' & UTILITY EASEMENT

RESERVE AREA 'E'

RESERVE AREA 'F' 3352

EX. 20' OKMULGEE COUNTY RWD NO. 6 UTILITY EASEMENT BK. 5319, PG. 1240

EX. 15' OKLAHOMA NATURAL GAS RIGHT-OF-WAY AGREEMENT BK. 6525, PG. 33

EX. 20' OKMULGEE COUNTY RWD NO. 6 UTILITY EASEMENT BK. 5310, PG. 2022

EX. 15' OKLAHOMA NATURAL GAS RIGHT-OF-WAY AGREEMENT BK. 6520, PG. 950

EX. 50' BILLBOARD LEASE BK. 6660, PG. 743

EX. 15' OKLAHOMA NATURAL GAS RIGHT-OF-WAY AGREEMENT BK. 6561, PG. 346

EX. 15' OKLAHOMA NATURAL GAS RIGHT-OF-WAY AGREEMENT BK. 5282, PG. 1109

EX. GREGORY M. POPE AND GERALD W. POPE AKA POPE INVESTMENTS PARTNERSHIP EASEMENT BK. 4817, PG. 1508

EX. 50' MIDWEST AGAPE CHAPEL FOUNDATION SIGN EASEMENT BK. 6520, PG. 950

EX. 15' OKMULGEE COUNTY RWD NO. 6 UTILITY EASEMENT BK. 4816, PG. 1920

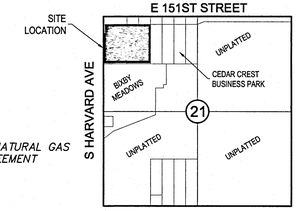
NEW BEGINNINGS BAPTIST CHURCH (UNPLATTED)

BIXBY MEADOWS DOC. #7033

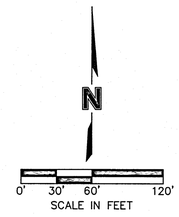
POINT OF BEGINNING

24.75' STATUTORY ROW

SW CORNER NW/4, NW/4 SECTION 21 T-17-N, R-13-E 3/8" IRON PIN FOUND



LOCATION MAP
SCALE: 1"=2000'



BASIS OF BEARINGS

GRID BEARINGS OF THE OKLAHOMA STATE PLANE COORDINATE SYSTEM - ZONE 3501 NORTH WITH THE WEST LINE OF THE NW/4

BEING S 01°09'56" E.

FINAL PLAT
CERTIFICATE OF APPROVAL

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

ON: August 26, 2024

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

PLAT DATA

SUBDIVISION CONTAINS
84 LOTS ON 5 BLOCKS
6 RESERVE AREAS

BLOCK 1 (DEVELOPMENT AREA 'A AND B'):	4 LOTS
BLOCK 2 (DEVELOPMENT AREA 'C'):	27 LOTS
BLOCK 3 (DEVELOPMENT AREA 'C'):	24 LOTS
BLOCK 4 (DEVELOPMENT AREA 'C'):	28 LOTS
BLOCK 5 (DEVELOPMENT AREA 'A'):	1 LOT

TOTAL AREA
1,409,011.92 SF
(32.35 ACRES)

LEGEND AND ABBREVIATIONS

	PROPOSED STREET CENTERLINE
	SECTION LINE / ¼ SECTION LINE
	PROPOSED PROPERTY BOUNDARY
	PROPOSED LOT LINE
	PROPOSED RIGHT OF WAY
	PROPOSED EASEMENT LINE
	PROPOSED BUILDING SETBACK
	EXISTING LOT LINES
	EXISTING EASEMENT LINE
EX.	EXISTING
B/L	BUILDING LINE
U/E	UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
MAE	MUTUAL ACCESS EASEMENT
LOS	LINE OF SIGHT
L.A.	LIMITS OF ACCESS
L.N.A.	LIMITS OF NO ACCESS
1	LOT NUMBER
1	BLOCK NUMBER
15322	ADDRESS NUMBER
	ROW TO BE DEDICATED BY PLAT

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $21,464.00 per trust receipt no.Tax Roll to be applied to 2024 taxes. This certificate is NOT to be construed as payment of 2024 taxes in full but is given in order that this plat may be filed on record. 2024 taxes may exceed the amount of the security deposit.

Dated: 12/03/2024
John M. Fothergill
Tulsa County Treasurer
By: _____
Deputy

OWNER:
BIXBY LAND GROUP, LLC

DENNIS HENSON, MANAGER
P.O. BOX 429
CATOOSA, OK 74015
918-637-3288
EMAIL: DENNISHENSON1@GMAIL.COM

OWNER:
ML LAND DEVELOPMENT, LLC

DAVID LEE, MANAGER
8086 S. YALE AVE.
TULSA, OK 74136
918-260-8667
EMAIL: LEESIGNATUREPROPERTIES@YAHOO.COM

ENGINEER:
OLSSON, INC.

AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/LS)
EXPIRES JUNE 30, 2025
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

SURVEYOR:
AAB ENGINEERING, INC.

JAY P. BISSELL, PLS
OK C.A. No. 6318 (PE/LS)
EXPIRES JUNE 30, 2026
P.O. BOX 2136
SAND SPRINGS, OK 74063
918-514-4283

UTILITY PROVIDERS

CITY OF BIXBY
WATER & SANITARY SEWER DEPARTMENT
ATTN: JUSTIN DOWD
116 W. NEEDLES
P.O. BOX 70
BIXBY, OKLAHOMA 74008
918.366.4430

OKLAHOMA NATURAL GAS COMPANY
ATTN: BRANDON RAINBOLT
5848 EAST 15TH STREET
TULSA, OKLAHOMA 74112
OFFICE 918.947.7098
CELL 918.629.1072

EAST CENTRAL ELECTRIC
ATTN: KATHERINE RUSSELL
P.O. BOX 1178
OKMULGEE, OKLAHOMA 74447
OFFICE 918.756.0833

COX
ATTN: JEREMY HALL
11811 E. 51st ST.
TULSA, OKLAHOMA 74146
OFFICE 918.939.9190

FEMA INFORMATION

FIRM PANEL 40109C0365H
12/18/2009
ZONE X

FINAL PLAT
HENSON SQUARE

A SUBDIVISION IN THE CITY OF BIXBY, BEING A PART OF THE NW/4 OF THE NW/4 OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

BIXBY LAND GROUP, LLC AND ML LAND DEVELOPMENT, LLC, 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 IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°49'21" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 01°09'56" EAST, A DISTANCE OF 249.68 FEET;

THENCE NORTH 88°11'21" EAST, A DISTANCE OF 1274.25 FEET;

THENCE SOUTH 01°09'55" EAST, A DISTANCE OF 1072.29 FEET TO THE NORTH LINE OF BIXBY MEADOWS, DOC. NO. 7033;

THENCE SOUTH 89°05'18" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1324.25 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4);

THENCE NORTH 01°09'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 824.62 FEET TO THE POINT OF BEGINNING. CONTAINING 1,409,012 SQUARE FEET OR 32.35 ACRES MORE OR LESS.

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 EIGHTY-FOUR (84) LOTS AND FIVE (5) BLOCKS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "HENSON SQUARE" A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "HENSON SQUARE" OR 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 TO THE PUBLIC FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES TO THE PUBLIC 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, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, 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, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS; PROVIDED HOWEVER, OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, AND REPLACING 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

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE EAST 151ST STREET SOUTH PUBLIC STREET RIGHT-OF-WAY DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES, INCLUDING ELECTRIC, COMMUNICATION, 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 UTILITY EASEMENTS.
2. 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.
3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE 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, COMMUNICATION, OR GAS FACILITIES. THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, COMMUNICATION, AND GAS SERVICES, AND THE OWNERS OF EACH LOT WITHIN THE SUBDIVISION AGREE TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER FACILITY. 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 FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SAID MAINS OR FACILITIES, SHALL BE PROHIBITED, AND IF SO ALTERED BY THE LOT OWNER, 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, OR ITS SUCCESSORS OR DESIGNATED CONTRACTORS, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.
2. THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND STORM SEWER FACILITIES, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
3. THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR 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.
4. ALL WATER LINES, SANITARY SEWER LINES, AND STORM SEWER FACILITIES 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 OWNER/DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.
5. THE FOREGOING COVENANTS CONCERNING WATER, SANITARY SEWER, AND STORM SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

1. 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 OR SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION D. 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.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

1. THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, 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.

F. STORMWATER DRAINAGE AND DETENTION EASEMENTS

1. THE OWNER/DEVELOPER HEREBY ESTABLISHES AND DEDICATES TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE STORMWATER DRAINAGE AND DETENTION EASEMENTS ON, OVER AND ACROSS RESERVES B AND C, AS DEPICTED ON THE ACCOMPANYING PLAT, FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.
2. THE STORMWATER DETENTION AND DRAINAGE FACILITIES CONSTRUCTED IN STORMWATER DRAINAGE AND DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BIXBY, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.
3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN STORMWATER DRAINAGE AND DETENTION EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SAID EASEMENTS UNLESS APPROVED BY THE CITY OF BIXBY ENGINEERING DEPARTMENT.
4. THE STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES SHALL BE MAINTAINED BY THE OWNER(S) OF RESERVES B AND C, WHICH IS SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, WHICH OWNER SHALL BE THE OWNER/DEVELOPER UNTIL SUCH TIME AS RESERVES A AND E, CONTAINING THE EASEMENTS, ARE CONVEYED TO THE HOMEOWNERS' ASSOCIATION, WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES. MAINTENANCE OF THE EASEMENT AREAS SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, AND RETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENT SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
   - 4.1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
   - 4.2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
   - 4.3. THE EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
   - 4.4. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
5. IN THE EVENT THE OWNER(S) OF RESERVES B AND C, WHICH ARE SUBJECT TO THE STORMWATER DRAINAGE AND DETENTION EASEMENT, SHOULD FAIL TO PROPERLY MAINTAIN THE STORMWATER DETENTION, RETENTION, OR OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE ALLOWANCE OF THE ACCUMULATION OF SILTATION, OR THE ALTERATION OF GRADE WITHIN THE EASEMENT AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF RESERVES B AND C, WHICH ARE SUBJECT TO THE EASEMENT, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF RESERVES B AND C, OR ANY PART THEREOF CONTAINING THE EASEMENT AREA, TO THE ASSOCIATION. IN THE EVENT THE OWNER(S) OF RESERVES B AND C, WHICH IS SUBJECT TO THE EASEMENT, FAILS TO PAY THE COSTS OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE OWNER(S) OF RESERVES B AND C, OR ANY PART THEREOF SUBJECT TO THE EASEMENT; OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON EACH ASSOCIATION MEMBER'S RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

SECTION II. - RESERVE AREAS

A. ALL RESERVE AREAS

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, ALL RESERVE AREAS ARE HEREBY ESTABLISHED FOR VARIOUS PURPOSES INCLUDING PRIVATE STREETS, STORMWATER DRAINAGE AND DETENTION, ENTRY FEATURES, SIGNAGE, LANDSCAPING, IRRIGATION, LIGHTING, UTILITIES, OPEN SPACE, PRIVATE PARKS, SIDEWALKS AND/OR TRAILS, AND OTHER PRIVATE RECREATIONAL USES AND FACILITIES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION (AS DEFINED BELOW), FORMED PURSUANT TO SECTION IV. HEREOF.
2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF PRIVATE IMPROVEMENTS AND RECREATIONAL FACILITIES LOCATED THEREIN, SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE ASSOCIATION (AS DEFINED BELOW) AS PROVIDED IN SECTION IV. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA OR SUBDIVIDED PART THEREOF BY THE OWNER/DEVELOPER TO THE ASSOCIATION.
3. ALL COMMON SPACE WITHIN ALL RESERVE AREAS, INCLUDING ENTRY FEATURES AND AREAS OF GRASS, SHALL BE MAINTAINED AS TO SCHEDULE AND STANDARD OF CARE AS DETERMINED APPROPRIATE BY THE ASSOCIATION (AS DEFINED BELOW). AT A MINIMUM, THE GRASS-COVERED AREAS OF THE RESERVE AREAS AND ADJACENT RIGHT-OF-WAY SHALL BE MOWED EVERY 7 - 10 DAYS DURING THE GROWING SEASON.
4. IN THE EVENT ANY RESERVE AREA OWNER FAILS TO MAINTAIN SUCH RESERVE AREA, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF, WHICH SHALL BE THE ASSOCIATION (AS DEFINED BELOW), AS SET FORTH IN SECTION IV. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. IN THE EVENT THE RESERVE AREA OWNER FAILS TO TIMELY PAY THE COSTS OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION (AS DEFINED BELOW), PROVIDED, HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS; OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY. A LIEN AS PROVIDED IMMEDIATELY ABOVE MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.
5. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION (AS DEFINED BELOW) AGREES TO HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BIXBY, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF BIXBY NOR THE DEVELOPER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION (AS DEFINED BELOW) OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

B. RESERVES A, B, C AND F:

1. RESERVES A, B, AND C ARE DESIGNATED BY THE OWNER/DEVELOPER FOR STORMWATER DRAINAGE AND DETENTION, PRIVATE PARKS, PLAYGROUNDS, TRAILS, SIDEWALKS, AND OTHER PRIVATE RECREATIONAL FACILITIES, FENCING AND WALLS, LANDSCAPING, IRRIGATION, LIGHTING, OPEN SPACE, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA.
2. RESERVES A, B, C, AND F REGARDLESS OF WHETHER SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS STORMWATER DRAINAGE AND DETENTION EASEMENTS.

C. RESERVE D AND E:

1. RESERVE D AND E, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS DESIGNATED BY THE OWNER/DEVELOPER FOR PRIVATE STREETS, TRAILS, SIDEWALKS, AND OTHER PRIVATE RECREATIONAL FACILITIES, SECURITY GATES, ENTRY FEATURES, SUBDIVISION IDENTIFICATION SIGNAGE, FENCING AND WALLS, LANDSCAPING, IRRIGATION, LIGHTING, OPEN SPACE, UTILITIES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY, OKLAHOMA.
2. RESERVE D AND E IS HEREBY ESTABLISHED BY GRANT OF THE OWNER/DEVELOPER AS PRIVATE STREETS FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM SAID LOTS AND THE PUBLIC STREETS.
3. THE OWNER/DEVELOPER HEREBY GRANTS TO THE CITY OF BIXBY, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE AND ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS WITHIN RESERVE A AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE, FIRE, AND EMERGENCY MEDICAL VEHICLES AND EQUIPMENT.
4. THE OWNER/DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, HEREBY COVENANTS WITH THE CITY OF BIXBY, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF BIXBY, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, TO:
   - 4.1 CONSTRUCT AND MAINTAIN STREETS EXTENDING THE FULL LENGTHS OF RESERVE D, AS DEPICTED ON THE ACCOMPANYING PLAT, AND MEETING OR EXCEEDING CITY OF BIXBY DESIGN STANDARDS FOR A MINOR RESIDENTIAL PUBLIC STREET.
   - 4.2 PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREET WITHIN RESERVE D, AS DEPICTED ON THE ACCOMPANYING PLAT, WHICH WOULD OBSTRUCT THE PASSAGE OF ANY GOVERNMENTAL OR EMERGENCY VEHICLE AND SPECIFICALLY ANY FIRE SUPPRESSION VEHICLE.
   - 4.3 SECURE INSPECTION BY THE CITY OF BIXBY, OKLAHOMA, OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF BIXBY, OKLAHOMA, THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF BIXBY, OKLAHOMA, DECLINES TO INSPECT THE PRIVATE STREETS, CERTIFICATION SHALL BE SECURED FROM A LICENSED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH CITY OF BIXBY, OKLAHOMA, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.
5. THE OWNER/DEVELOPER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE THAT THE CITY OF BIXBY, OKLAHOMA, SHALL HAVE NO DUTY TO MAINTAIN ANY PRIVATE STREET WITHIN THE SUBDIVISION, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF ANY PRIVATE STREET WITHIN THE SUBDIVISION.

SECTION III. - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE SUBDIVISION WAS SUBMITTED AS A PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. PUD NO. BXPUD-22.04 ("151ST & MEMORIAL") AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND WHEREAS, PUD NO. BXPUD-22.04 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON MAY 16, 2022, AND APPROVED BY THE BIXBY CITY COUNCIL ON MAY 23, 2022, AND WHEREAS, THE PLANNED UNIT DEVELOPMENT (PUD) PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD AND ANY AMENDMENTS THERETO, AND WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA. NOW, THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-22.04, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-22.04 AS MAY BE SUBSEQUENTLY APPROVED.
2. APPLICABLE ORDINANCE THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE AS SUCH PROVISIONS EXISTED ON OCTOBER 10, 2023.

B. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA A (COMMERCIAL)

GROSS LAND AREA: 12.1 AC

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT BY THE CITY OF BIXBY ZONING CODE WITHIN THE CS DISTRICT, INCLUDING ALL USES CUSTOMARILY ACCESSARY THERETO PLUS USE UNIT 15.

MINIMUM LOT WIDTH:	150 FT
MAXIMUM NUMBER OF LOTS:	10
MINIMUM SETBACKS:	
FRONT YARDS:	50 FEET
REAR YARDS:	10 FEET
MAXIMUM BUILDING HEIGHT:	35 FEET

C. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA B (MIXED USE)

GROSS LAND AREA: 3.2 AC

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT BY THE CITY OF BIXBY ZONING CODE WITHIN THE PROPOSED MIXED USE DISTRICT, INCLUDING ALL USES CUSTOMARILY ACCESSARY THERETO. SUCH MIXED USE SHALL BE SUBJECT TO THE SITE PLAN APPROVAL PROCESS. NO RESIDENTIAL USES SHALL BE ALLOWED IN DA-B.

MINIMUM LOT WIDTH:	150 FT
MAXIMUM NUMBER OF LOTS:	2
MINIMUM SETBACKS:	
FRONT YARDS:	50 FEET
REAR YARDS:	10 FEET
MAXIMUM BUILDING HEIGHT:	50 FEET

D. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA C (COTTAGE HOME COMMUNITY)

GROSS LAND AREA: 16.1 AC

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT BY THE CITY OF BIXBY ZONING CODE WITHIN THE RS-3 DISTRICT, INCLUDING ALL USES CUSTOMARILY ACCESSARY THERETO.

MINIMUM LOT WIDTH:	50 FT
MINIMUM LOT AREA:	5,250 SQUARE FEET
*MINIMUM LIVABILITY SPACE:	2,000 SQUARE FEET
MAXIMUM NUMBER OF LOTS:	98
MINIMUM SETBACKS:	
FRONT YARDS:	15 FEET
REAR YARDS:	20 FEET
SI

FINAL PLAT
HENSON SQUARE

A SUBDIVISION IN THE CITY OF BIXBY, BEING A PART OF THE NW/4 OF THE NW/4 OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

C. DEVELOPMENT STANDARDS FOR ALL PUD DEVELOPMENT AREAS

1. ACCESS AND CIRCULATION

STREETS SERVING THE COTTAGE HOME COMMUNITY SHALL BE PRIVATE. THE PRIVATE STREETS (SOUTH 34TH EAST AVENUE, SOUTH 37TH EAST AVENUE, EAST 153RD STREET SOUTH, EAST 153RD PLACE SOUTH) SHALL BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS OF THE CITY OF BIXBY FOR MINOR PUBLIC STREETS; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS THROUGH PLATTING INCLUDING, BUT NOT LIMITED TO, PRIVATE, GATED STREETS WITH REDUCED RIGHT-OF-WAY WIDTH. ANY DIVIDED, BOULEVARD STREETS SEPARATED BY PRIVATE LANDSCAPED ISLANDS MAY HAVE ONE-WAY LANES MEETING RIGHT-OF-WAY WIDTH REQUIREMENTS IN AGGREGATE AND SHALL OTHERWISE BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS DETERMINED BY THE CITY OF BIXBY DURING THE PLATTING STAGE. GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE. EXCEPT AS OTHERWISE PROVIDED IN THIS PUD, SIDEWALKS, INCLUDING BOTH INTERNAL AND ALONG EXTERIOR STREET FRONTAGES, SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER. SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT. THE ABOVE STATED PRIVATE STREETS SHALL BE MAINTAINED BY THE HOME OWNERS' ASSOCIATION.

EAST 152ND STREET SOUTH SHALL BE PRIVATE. THE PRIVATE STREETS SHALL BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS OF THE CITY OF BIXBY FOR MINOR PUBLIC STREETS; PROVIDED, HOWEVER, THE CITY OF BIXBY MAY APPROVE ALTERNATIVE STREET DESIGN STANDARDS THROUGH PLATTING INCLUDING, BUT NOT LIMITED TO, PRIVATE, WITH REDUCED RIGHT-OF-WAY WIDTH. ANY DIVIDED, BOULEVARD STREETS SEPARATED BY PRIVATE LANDSCAPED ISLANDS MAY HAVE ONE-WAY LANES MEETING RIGHT-OF-WAY WIDTH REQUIREMENTS IN AGGREGATE AND SHALL OTHERWISE BE CONSTRUCTED TO MEET THE MINIMUM STANDARDS DETERMINED BY THE CITY OF BIXBY DURING THE PLATTING STAGE. GATES SERVING PRIVATE STREETS OR DRIVES SHALL BE DESIGNED ACCORDING TO THE FIRE CODE ADOPTED BY THE CITY OF BIXBY AND BE APPROVED BY THE BIXBY FIRE MARSHAL DURING THE PLATTING STAGE. EXCEPT AS OTHERWISE PROVIDED IN THIS PUD, SIDEWALKS, INCLUDING BOTH INTERNAL AND ALONG EXTERIOR STREET FRONTAGES, SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER. SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT. THE ABOVE STATED STREET SHALL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION.

2. SIGNS

RESIDENTIAL SUBDIVISION ENTRANCE SIGNAGE SHALL BE PERMITTED ALONG THE ARTERIAL STREET FRONTAGE AND SHALL COMPLY WITH STANDARDS FOR SAME AS PROVIDED IN THE BIXBY ZONING CODE. ENTRY SIGNAGE WILL BE INTEGRATED WITH THE LANDSCAPED ENTRIES AND CONTAINED WITHIN RESERVE AREAS OR EASEMENTS TO BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. SIGNAGE SERVING RESIDENTIAL NEIGHBORHOOD AMENITIES, APPROPRIATE FOR PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES. RESIDENTIAL SIGNAGE SHALL OTHERWISE COMPLY AND ALL COMMERCIAL SIGNAGE SHALL COMPLY WITH THE BIXBY ZONING CODE.

3. CITY DEPARTMENT REQUIREMENTS

STANDARD REQUIREMENTS OF THE CITY OF BIXBY FIRE MARSHAL, CITY ENGINEER, AND CITY ATTORNEY SHALL BE MET.

SECTION IV. - HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, A NOT-FOR-PROFIT CORPORATE ENTITY, AN ASSOCIATION (THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION") COMPRISED OF ALL OWNERS OF LOTS WITHIN "THE COTTAGES AT HENSON SQUARE", AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY BE SUBSEQUENTLY MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE ASSOCIATION, WHICH ASSOCIATION IS ESTABLISHED AND FORMED (OR TO BE ESTABLISHED AND FORMED) FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVE AREAS, AND OTHER PROPERTY AND FACILITIES THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THIS SUBDIVISION, AND ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND FILED OF RECORD BY THE OWNER/DEVELOPER. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V. - PROPERTY OWNER'S ASSOCIATION

A. FORMATION OF PROPERTY OWNER'S ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN BLOCK 1 AND BLOCK 5 (PUD NO. BXPUD-22.04, AREAS A AND B) OF "HENSON SQUARE" (HEREINAFTER REFERRED TO AS THE "PROPERTY OWNER'S ASSOCIATION) TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF BLOCK 1 AND BLOCK 5 OF "HENSON SQUARE", INCLUDING BUT NOT WITHOUT LIMITATION FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF BLOCK 1 AND BLOCK 5 OF "HENSON SQUARE". THE DETAILS OF MEMBERSHIP IN THE PROPERTY OWNER'S ASSOCIATION SHALL BE ESTABLISHED BY ITS ORGANIZATIONAL DOCUMENTS, INCLUDING BUT NOT NECESSARILY LIMITED TO ARTICLES OF INCORPORATION AND BYLAWS.

B. MANDATORY MEMBERSHIP

THE RECORD OWNER OR OWNERS OF EACH OF THE FIVE (5) LOTS WITHIN BLOCK 1 AND BLOCK 5 OF "HENSON SQUARE" SHALL BE MEMBERS OF THE PROPERTY OWNER'S ASSOCIATION WITH EACH LOT REPRESENTING AN EQUAL MEMBERSHIP INTEREST IN THE PROPERTY OWNER'S ASSOCIATION. MEMBERSHIP IN THE PROPERTY OWNER'S ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF ANY LOT.

C. ASSESSMENT

THE RECORD OWNER OR OWNERS OF EACH LOT WITHIN BLOCK 1 AND BLOCK 5 OF "HENSON SQUARE" SHALL BE SUBJECT TO ASSESSMENT BY THE PROPERTY OWNER'S ASSOCIATION FOR THE PURPOSES OF MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO THE DRIVES AND PARKING AREAS. EACH LOT SHALL BE RESPONSIBLE FOR A PART OF THE TOTAL ASSESSMENT FOR SUCH PURPOSES AS DETERMINED BY THE PROPERTY OWNER'S ASSOCIATION. THE PART ALLOCATED TO EACH LOT SHALL EQUAL THE TOTAL ASSESSMENT MULTIPLIED BY A FRACTION WHOSE NUMERATOR IS THE TOTAL AREA OF THE LOT IN SQUARE FEET AND WHOSE DENOMINATOR IS THE TOTAL AREA OF BLOCK 1 AND BLOCK 5 OF "HENSON SQUARE" IN SQUARE FEET.

D. LIEN AND UNPAID ASSESSMENT

ANY LOT WHOSE OWNER FAILS TO PAY ITS ASSESSMENT WHEN DUE SHALL BE SUBJECT TO A LIEN FOR THE AMOUND OF SUCH UNPAID ASSESSMENT, AND SUCH LIEN SHALL ACCRUE INTEREST AT THE SAME RATE AS JUDGEMENTS AS PUBLISHED IN THE OKLAHOMA BAR JOURNAL OR IF THE JUDGEMENT INTEREST RATE IS NO LONGER PUBLISHED IN SAID OKLAHOMA BAR JOURNAL THEN AT A RATE OF INTEREST EQUAL TO SOME OTHER PUBLICLY RECOGNIZED STANDARD CHOSEN BY THE PROPERTY OWNER'S ASSOCIATION. HOWEVER, THIS LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY MORTGAGE THAT IS RECORDED PRIOR TO THE DATE SUCH LIEN BECAME DUE.

E. LOT MAINTENANCE

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

SECTION VI. - ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY

A. ENFORCEMENT AND DURATION

THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEES, TRANSFEREES, SUCCESSORS, AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED. IF ANY LOT OWNER SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR [redacted] ANY PERSONS OWNING A LOT WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT(S) TO PREVENT HIM/HER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT(S) OR TO RECOVER DAMAGES FOR SUCH VIOLATION(S).

B. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT, & SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-22.04 BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK, OR UPON APPROVAL OF A MAJOR AMENDMENT TO BXPUD-22.04 UPON FILING OF RECORD AN ORDINANCE AND/OR OTHER VALID RECORD OF CITY OF BIXBY APPROVAL. THE COVENANTS WITHIN SECTION II. RESERVE AREAS AND SECTION IV. HOMEOWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN THE SUBDIVISION OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION II. OR IV. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, IN THE EVENT OF A CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL GOVERN. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

C. SEVERABILITY

THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE, OR PROVISIONS HEREIN CONTAINED SHALL NOT RENDER THE BALANCE OF THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE, OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE OWNER/DEVELOPER. THE FAILURE OF THE OWNER/ DEVELOPER OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY RESTRICTION, COVENANT, OR CONDITION AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY NOR A MODIFICATION OF THESE RESTRICTIONS, COVENANTS, OR CONDITIONS.

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON OCTOBER 10, 2023, OR AS SUBSEQUENTLY AMENDED.

BLOCK 1

LOT No.	AREA (S.F.)	ADDRESS
1	100,393	3350 EAST 152nd STREET SOUTH
2	151,855	3501 EAST 152nd STREET SOUTH
3	68,107	3351 EAST 152nd STREET SOUTH
4	86,553	3601 EAST 152nd STREET SOUTH

BLOCK 2

LOT No.	AREA (S.F.)	ADDRESS
1	5264	3361 EAST 153rd STREET SOUTH
2	5289	3381 EAST 153rd STREET SOUTH
3	5,257	3401 EAST 153rd STREET SOUTH
4	5,262	3421 EAST 153rd STREET SOUTH
5	5,267	3441 EAST 153rd STREET SOUTH
6	5,272	3461 EAST 153rd STREET SOUTH
7	5,277	3481 EAST 153rd STREET SOUTH
8	5,283	3491 EAST 153rd STREET SOUTH
9	5,288	3501 EAST 153rd STREET SOUTH
10	5,293	3521 EAST 153rd STREET SOUTH
11	5,298	3541 EAST 153rd STREET SOUTH
12	5,325	3561 EAST 153rd STREET SOUTH
13	5,753	3581 EAST 153rd STREET SOUTH
14	10,662	3591 EAST 153rd STREET SOUTH
15	8,057	15301 SOUTH 36th EAST AVENUE
16	5,407	15311 SOUTH 36th EAST AVENUE
17	5,277	15321 SOUTH 36th EAST AVENUE
18	5,556	15331 SOUTH 36th EAST AVENUE
19	5,437	15341 SOUTH 36th EAST AVENUE
20	5,509	15342 SOUTH 37th EAST AVENUE
21	5,250	15332 SOUTH 37th EAST AVENUE
22	5,250	15322 SOUTH 37th EAST AVENUE
23	5,250	15312 SOUTH 37th EAST AVENUE
24	5,250	15302 SOUTH 37th EAST AVENUE
25	7,796	15270 SOUTH 37th EAST AVENUE
26	8,403	15260 SOUTH 37th EAST AVENUE
27	8,778	15250 SOUTH 37th EAST AVENUE

BLOCK 3

LOT No.	AREA (S.F.)	ADDRESS
1	5431	3400 EAST 153rd STREET SOUTH
2	5565	3402 EAST 153rd STREET SOUTH
3	5,565	3422 EAST 153rd STREET SOUTH
4	5,565	3442 EAST 153rd STREET SOUTH
5	5,565	3462 EAST 153rd STREET SOUTH
6	5,565	3482 EAST 153rd STREET SOUTH
7	5,565	3502 EAST 153rd STREET SOUTH
8	5,565	3522 EAST 153rd STREET SOUTH
9	5,565	3542 EAST 153rd STREET SOUTH
10	5,565	3562 EAST 153rd STREET SOUTH
11	5,565	3582 EAST 153rd STREET SOUTH
12	5,497	3592 EAST 153rd PLACE SOUTH
13	5,627	3591 EAST 153rd PLACE SOUTH
14	5,565	3581 EAST 153rd PLACE SOUTH
15	5,565	3561 EAST 153rd PLACE SOUTH
16	5,565	3541 EAST 153rd PLACE SOUTH
17	5,565	3521 EAST 153rd PLACE SOUTH
18	5,565	3501 EAST 153rd PLACE SOUTH
19	5,565	3491 EAST 153rd PLACE SOUTH
20	5,565	3481 EAST 153rd PLACE SOUTH
21	5,565	3461 EAST 153rd PLACE SOUTH
22	5,565	3441 EAST 153rd PLACE SOUTH
23	5,565	3421 EAST 153rd PLACE SOUTH
24	5,301	3401 EAST 153rd PLACE SOUTH

BLOCK 4

LOT No.	AREA (S.F.)	ADDRESS
1	9016	15250 SOUTH 33rd PLACE
2	6088	15260 SOUTH 33RD PLACE
3	5,946	15270 SOUTH 33RD PLACE
4	11,844	15280 SOUTH 33RD PLACE
5	7,280	3362 EAST 153rd STREET SOUTH
6	5,795	3382 EAST 153rd STREET SOUTH
7	5,250	15310 SOUTH 34th EAST AVENUE
8	5,790	15320 SOUTH 34th EAST AVENUE
9	11,747	15330 SOUTH 34th EAST AVENUE
10	6,536	3392 EAST 153rd PLACE SOUTH
11	5,253	3400 EAST 153rd PLACE SOUTH
12	5,250	3402 EAST 153rd PLACE SOUTH
13	5,250	3422 EAST 153rd PLACE SOUTH
14	5,250	3442 EAST 153rd PLACE SOUTH
15	5,250	3462 EAST 153rd PLACE SOUTH
16	5,250	3482 EAST 153rd PLACE SOUTH
17	5,250	3502 EAST 153rd PLACE SOUTH
18	5,250	3522 EAST 153rd PLACE SOUTH
19	5,250	3542 EAST 153rd PLACE SOUTH
20	5,250	3562 EAST 153rd PLACE SOUTH
21	5,250	3582 EAST 153rd PLACE SOUTH
22	5,250	3592 EAST 153rd PLACE SOUTH
23	5,250	3598 EAST 153rd PLACE SOUTH
24	5,250	3602 EAST 153rd PLACE SOUTH
25	5,250	3622 EAST 153rd PLACE SOUTH
26	5,250	3642 EAST 153rd PLACE SOUTH
27	5,222	3662 EAST 153rd PLACE SOUTH
28	9,621	3682 EAST 153rd PLACE SOUTH

BLOCK 5

LOT No.	AREA (S.F.)	ADDRESS
1	96,358	15151 SOUTH 36th EAST AVENUE

RESERVE AREAS

LOT No.	AREA (S.F.)	ADDRESS
A	45,375	3401 EAST 152nd STREET SOUTH
B	73,529	15241 SOUTH 37th EAST AVENUE
C	29,838	15322 SOUTH 34th EAST AVENUE
D	88,983	SOUTH 34TH EAST AVENUE SOUTH 37TH EAST AVENUE EAST 153RD STREET SOUTH EAST 153RD PLACE SOUTH
E	49,296	EAST 152ND STREET SOUTH
F	21,864	3352 EAST 152nd STREET SOUTH

FINAL PLAT
HENSON SQUARE

A SUBDIVISION IN THE CITY OF BIXBY, BEING A PART OF THE NW/4 OF THE NW/4 OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C7	155.00	026°22'05"	71.33	S77°58'53"E	70.70
C8	265.00	026°12'28"	121.21	S77°54'05"E	120.16
C9	245.00	072°17'32"	309.13	N52°50'55"E	289.02
C10	114.71	016°46'48"	33.60	S07°31'08"W	33.48
C11	71.08	007°20'10"	9.10	S04°45'29"E	9.10
C12	25.00	031°37'30"	13.80	S09°23'01"W	13.62
C13	35.00	145°40'23"	88.99	S47°38'25"E	66.88
C14	25.00	018°07'45"	7.91	N68°35'16"E	7.88
C15	25.00	090°03'42"	39.30	S45°52'51"E	35.37
C16	65.00	006°05'18"	6.91	S03°53'39"E	6.90
C17	25.00	031°35'11"	13.78	S08°51'17"W	13.61
C18	35.00	141°03'27"	86.17	S45°52'51"E	66.00
C19	25.00	018°10'49"	7.93	N72°40'50"E	7.90
C20	25.00	013°24'22"	5.85	N88°28'25"E	5.84
C21	65.00	006°05'18"	6.91	S87°52'03"E	6.90
C22	65.00	006°11'04"	7.02	N85°59'46"E	7.01
C23	25.00	031°35'11"	13.78	S81°18'10"E	13.61
C24	35.00	137°44'34"	84.14	N42°18'15"E	65.29
C25	25.00	031°35'11"	13.78	N10°46'27"W	13.61
C26	65.00	006°11'04"	7.02	N01°55'37"E	7.01
C27	240.06	036°11'20"	151.63	N19°15'53"W	149.12
C29	210.00	055°07'57"	202.07	S28°43'54"E	194.36
C30	35.00	090°15'14"	55.13	N43°57'41"E	49.61
C31	25.00	090°03'42"	39.30	S45°52'51"E	35.37
C32	25.00	089°56'18"	39.24	N44°07'09"E	35.34
C33	35.00	090°03'42"	55.02	N45°52'51"W	49.52
C36	65.00	004°24'11"	5.00	S03°03'06"E	4.99
C37	25.00	029°24'06"	12.83	S09°26'52"W	12.69
C38	35.00	134°45'52"	82.32	S43°14'01"E	64.62
C39	25.00	023°02'36"	10.05	N80°54'21"E	9.99
C41	35.00	089°51'18"	54.89	S45°46'39"E	49.43
C42	123.60	006°18'09"	13.60	S85°39'43"E	13.59
C43	25.00	089°56'18"	39.24	N44°07'09"E	35.34
C44	35.00	090°03'42"	55.02	S45°52'51"E	49.52
C46	93.91	010°02'03"	16.45	N04°37'46"E	16.43
C47	100.00	017°44'14"	30.96	N08°01'06"E	30.83
C48	258.17	013°28'57"	60.75	N44°08'30"W	60.61
C49	240.00	006°16'19"	26.27	N54°03'19"W	26.26
C50	180.00	026°22'05"	82.84	S77°58'53"E	82.11
C51	240.00	026°12'28"	109.78	S77°54'05"E	108.82
C52	219.99	062°58'49"	241.82	N57°30'20"E	229.83
C53	205.00	026°22'05"	94.34	S77°58'53"E	93.51
C54	215.00	026°12'28"	98.34	S77°54'05"E	97.49
C55	195.00	090°00'00"	306.31	N43°59'41"E	275.77
C56	245.00	017°42'28"	75.72	N07°50'55"E	75.42

LINE TABLE		
LINE ID	DIRECTION	LENGTH (FT)
L1	N02°01'48"E	10.38
L2	N24°26'08"E	16.84
L3	N52°07'05"E	18.17
L4	S39°35'56"W	18.17
L5	S41°29'47"E	28.03
L6	S56°57'43"E	24.55
L7	S78°36'48"E	28.09
L8	S71°07'13"E	22.85
L9	N00°51'00"W	43.04

OWNER'S CERTIFICATE AND DEDICATION

IN WITNESS WHEREOF, BIXBY LAND GROUP, LLC, HAS EXECUTED THIS INSTRUMENT THIS 25th DAY OF October, 2024.

BIXBY LAND GROUP, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: Dennis Henson
MANAGING MEMBER

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 25th DAY OF October, 2024,

BY Dennis Henson AS A MANAGING MEMBER OF BIXBY LAND GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

06/25/2026 Meghan Ward
MY COMMISSION EXPIRES NOTARY PUBLIC

MEGHAN WARD
Notary Public - State of Oklahoma
Commission Number 18006349
My Commission Expires Jun 25, 2026

OWNER'S CERTIFICATE AND DEDICATION

IN WITNESS WHEREOF, ML LAND DEVELOPMENT, LLC, HAS EXECUTED THIS INSTRUMENT THIS 28 DAY OF October, 2024.

ML LAND DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: Angie Marshall
MANAGING MEMBER

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 28 DAY OF October, 2024,

BY Angie Marshall AS A MANAGING MEMBER OF ML LAND DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

05/24/25
MY COMMISSION EXPIRES NOTARY PUBLIC

MIKEL VANOVER
Notary Public
State of Oklahoma
Commission # 17004905 Exp: 05/24/25

CERTIFICATE OF SURVEY

I JAY P. BISSELL 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 "HENSON SQUARE", 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 24 DAY OF OCTOBER, 2024.

Jay P. Bissell
JAY P. BISSELL
AAB ENGINEERING, LLC
LICENSED PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. 1318
CA #6318 RENEWAL DATE JUNE 30TH, 2026

REGISTERED LAND SURVEYOR
JAY P. BISSELL
L.S. 1318
OKLAHOMA

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 24 DAY OF October, 2024, PERSONALLY APPEARED JAY P. BISSELL TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:
11-05-27
EXPIRATION DATE NOTARY PUBLIC

ALAN ANDREW BETCHAN
Notary Public
State of Oklahoma
Commission #19011577
Expires: Nov. 25, 2027

CERTIFICATE OF TULSA COUNTY CLERK

I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED HENSON SQUARE HAS BEEN FILED INTO TULSA COUNTY RECORDS.

MICHAEL WILLIS, TULSA COUNTY CLERK

CERTIFICATE OF TULSA COUNTY TREASURER

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $21,464.00 per trust receipt no.Tax Roll to be applied to 2024 taxes. This certificate is NOT to be construed as payment of 2024 taxes in full but is given in order that this plat may be filed on record. 2024 taxes may exceed the amount of the security deposit.

Dated: 12/03/2024
John M. Fothergill
Tulsa County Treasurer
By: Lisa Hendrix
Deputy

TAXES HAVE BEEN PAID FOR THE YEAR 2023 AND PRIOR YEARS FOR THOSE ISON SQUARE.