

**SUBDIVISION AGREEMENT**

**PIONEER HEIGHTS FIRST ADDITION  
TO THE CITY OF BARTLESVILLE,  
WASHINGTON COUNTY, OKLAHOMA**

007510

THIS AGREEMENT, made this 13<sup>th</sup> day of Dec., 2004, by and between Robert and Glenda Bolinger, 3612 SE Wayside Drive, Bartlesville, Oklahoma, 74006, the record owner of the herein described property, hereinafter referred to as "the Subdivider" and the City of Bartlesville, Oklahoma, a Municipal Corporation, 401 S. Johnstone, Bartlesville, Oklahoma, 74003, hereinafter referred to as "the City".

WHEREAS, the Subdivider desires to obtain approval from the City for a plat of a subdivision of land located in the City and more particularly described as the South Half of the North Half of the Northeast Quarter of the Southeast Quarter of Section 20, Township 26 North, Range 13 East and the East 162 feet of Block 1, Limestone Heights Addition, and hereinafter referred to as "the Property"; said subdivision to be known as Pioneer Heights, which includes the approved sketch plan, the plat of Pioneer Heights First Addition, the future Pioneer Heights Second Addition, and/or any other plat of the Property, hereinafter referred to as "the Plat"; and

WHEREAS, the Subdivision Regulations of the City require certain improvements to be made or a performance bond posted for the making of certain required improvements before a plat of the Property may be accepted by the City; and

WHEREAS, the Subdivider acknowledges his obligation to perform the required improvements as a condition for acceptance of the plat by the City.

**I. COVENANTS**

NOW, THEREFORE, in consideration of the performance of the agreements, premises and covenants herein set forth, the parties to this Subdivision Agreement hereby agree that:

1. The City's Subdivision Regulations, Ordinances, Resolutions, and other Policies of the City are hereby incorporated by reference in this Subdivision Agreement as if herein fully set forth and shall in all respects be binding upon the Subdivider, except as may be modified by this Subdivision Agreement.
2. Upon approval of the Plat and execution of this Agreement by the City and the Subdivider, provisions of the Subdivision Regulations, Ordinances, Resolutions, and Policies of the City shall be implemented as set forth herein.
3. The Subdivider shall be responsible for all public improvements within the platted area as may be required pursuant to the Subdivision Regulations of the City, and in accordance with this Subdivision Agreement, including, but not limited to, streets, curbs and gutters, storm drainage facilities, sanitary sewers, water, and sidewalks. The Subdivider shall design and construct all required improvements in accordance with the Bartlesville Subdivision Regulations and all other applicable regulations, standards, and specifications for the City of Bartlesville. Required improvements shall be made in accordance with the timetable provided within this agreement subject to the following:

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- A. Prior to release of the plat of Pioneer Heights First Addition for recordation, the Subdivider shall post the required financial guarantee (in the form of a surety performance bond, escrow account, or letter of credit) in an amount equal to one and one half (1½) times the entire cost of installing the required sanitary sewer line to serve Lot 1 of Pioneer Heights, First Addition. Prior to the issuance of a Certificate of Occupancy for any structure constructed on Lot 1, said sanitary sewer improvements shall be constructed and installed in compliance with approved construction plans for this subdivision and shall be formally accepted by the City. In addition, prior to the acceptance of such sanitary sewer improvements by the City, the developer shall post a surety maintenance bond in an amount equal to fifteen percent (15%) of the entire cost of materials and labor. The duration of the maintenance bond shall be two (2) years from the date of acceptance of said improvements by the City and shall cover only the defects in design, workmanship, and materials. No surety maintenance bond shall be required for Pioneer Drive as it is contained within the plat of Pioneer Heights First Addition.
  
- B. A five-foot sidewalk is required along Lots 1 and 6 abutting U.S. Highway 75 and a four-foot sidewalk is required along both sides of Pioneer Drive for all lots. Such sidewalk improvements have been addressed for the plat of Pioneer Heights First Addition. However, prior to the release of the plat of Pioneer Heights Second Addition or any other plat for the Property for recordation, the Subdivider shall post a surety performance bond, escrow account, or letter of credit in an amount equal to one and one-half (1½) times the entire cost of installing these sidewalk improvements. This bond shall be in place for a period of time not to exceed three (3) years from the date of Final Plat approval. If, after three years, seventy percent (70%) of the lots on any one (1) side of a street in a particular block have been developed, the developer shall have completed, installed and constructed the remainder of sidewalks on the one (1) side of the street within the block to serve each and every lot thereon situated and no renewal bond will be allowed for such sidewalks. If, after three years, less than seventy (70%) of the lots on any one (1) side of a street in a particular block have been developed, all sidewalks have not been completed, the Subdivider may post a renewal bond for another three year period. It is the intent of this requirement that the Subdivider shall be permitted, within the limitations of this requirement, to maintain a bond until all required sidewalks are completed.
  
- C. Installation of the required public improvements which serve Lots 2 through 5, inclusive, and Outlots 1 and 1A shall be delayed until such time as these lots are platted as Pioneer Heights Second Addition. The installation of these public improvements shall be phased as follows:
  - 1. A minimum 6-inch water main shall be extended to all lots and looped to tie into the 10-inch water main located approximately 370 feet to the north;
  - 2. The public street identified as Pioneer Drive shall be extended in the alignment identified in the approved sketch plan to the north property line;
  - 3. Drainage improvements (which will either be on-site detention or a fee-in-lieu of detention) will need to be determined and completed with approval of the City Engineer;
  - 4. The extension and replacement of the existing 8-inch deteriorated clay tile sanitary sewer main located along the south boundary of this plat which serves the Pioneer Heights Subdivision, shall be phased as follows:
    - a. Prior to the development of any of Lots 2, 3, 4, 5 or Outlot 1A, an extension of the sanitary sewer main within the Pioneer Drive right-of-way to the extent necessary to

serve proposed development on these lots and the replacement of the existing sanitary sewer main and manholes along the south property line to the west side of the future pond shown on Outlot 1 shall be required;

- b. Prior to the development or further subdivision of Outlot 1, the replacement of the existing sanitary sewer main and manholes along the south property line to the west boundary of the plat will be required.
- D. Prior to the issuance of a Certificate of Occupancy for any structure constructed within the Pioneer Heights Second Addition or any subsequent additions, all required improvements serving said lot(s) shall be constructed and installed in compliance with approved construction plans for this subdivision, and those required improvements that are to be owned and maintained by the City shall be formally accepted by the City. In addition, prior to the acceptance of such public improvements by the City, the developer shall post a surety maintenance bond in an amount equal to fifteen percent (15%) of the entire cost of materials and labor for all water and sewer lines, paving, grading and drainage improvements. The duration of the maintenance bond shall be two (2) years from the date of acceptance of said improvements by the City and shall cover only the defects in design, workmanship, and materials.
- E. The Subdivider acknowledges that a sanitary sewer expansion fee as required by Ordinance Number 3062 shall be imposed upon all lots within this subdivision and collected as prescribed in this ordinance. Such fee shall be noted on the plat as a liability running with each lot in the subdivision until paid and shall be paid prior to the issuance of a building permit on any lot within this subdivision. This fee shall be additional and supplemental to, and not in substitution of, any other water or sewer tap fees or other requirements imposed by the City on the development of land or the issuance of building permits. Any meter used exclusively for the operation of an approved fire protection system or landscape irrigation system shall be exempt from this fee. Upon the request of any person holding an interest in a lot subject to this liability, the City shall issue a letter indicating whether the liability for that lot has been satisfied.
- F. Standard street lights shall be installed within this subdivision to the standards of the City's street light policy. Such street lights shall be provided by and through the City's franchisee, Public Service of Oklahoma. If the Subdivider chooses to install non-standard street lights within the subdivision, approval must be obtained from the Bartlesville City Council for the placement of a private street light system on public right-of-way. If approved by the City Council, said private lights shall be owned and maintained by the Subdivider. The City shall not be responsible for the repair, replacement or maintenance of said lights. No public street lights are required for Pioneer Heights First Addition, however, standard street lights shall be installed as per City standards with the development of Pioneer Heights Second Addition and any subsequent additions.
- G. The Subdivider shall install standard street signs for this subdivision by and through the City Street Department. This requirement shall be coordinated with the City Engineer and shall be complete prior to issuance of a certificate of occupancy for any structure within this subdivision. If the Subdivider elects to install non-standard street signs for this subdivision, they shall be owned and maintained by the Subdivider. In the event the City must replace or maintain any non-standard street signs, such replacement or maintenance will be done with standard City street signs.
- H. The Subdivider shall be responsible for supplying adequate utilities to all lots within the plat and shall pay the cost of any and all utility relocations which may be required for the construction of the improvements within the plat.


- I. The Subdivider shall provide the City with two (2) sets of as-built drawings for all public improvements to be constructed by the Subdivider or his agent to be dedicated to the public or the City. Said drawings shall be considered an essential part of the improvements, and the City shall not accept the improvements until such reproducible drawings are provided.
4. The City Engineer or his designated representative shall be the contact person for the City in all matters and questions of public improvements that are to be dedicated to the public or the City. In all matters concerning the design and construction of public improvements to be dedicated to the public or the City, the City Engineer or his designated representative shall determine that the criteria and standards specified in the Subdivision Agreement are met. The Subdivider agrees to comply with the decisions of the City Engineer or his designated representative in all matters concerning the design and construction of public improvements to be dedicated to the public or the City and all matters affecting stormwater drainage within and from the platted area.
5. The Subdivider shall be responsible to record the Plat and Subdivision Agreement of Pioneer Heights First Addition and any future addition with the County Clerk's Office of Washington County within two (2) years of the date of approval by the City Council or it shall be considered as having been voided. The Subdivider shall furnish to the City one (1) mylar or vellum copy and two (2) paper plats as recorded with the Washington County Clerk's Office. In addition, the Subdivider shall submit to the City an electronic file of the Final Plat and all as-built drawings, compatible with AutoCAD 14 or 2000 on a 3½" computer disc or compact disc.
6. The Subdivider acknowledges that in the event it breaches any provision of this Subdivision Agreement, the City may withhold approval of any or all building permits or Certificates of Occupancy applied for in connection with development of the platted area, and may continue to withhold such approval until such breach has been cured by the Subdivider.
7. The parties to this Subdivision Agreement acknowledge that the terms hereof are contractual and not a mere recital. Furthermore, the parties also acknowledge that this Agreement shall be filed of record with the County Clerk's office of Washington County, and that its covenants shall run with the land described in Attachment "A" and shall bind the parties, their successors in interest and all assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate as of the day and year first above written.

**CITY OF BARTLESVILLE, OKLAHOMA**

  
 by Ted Lockin, Mayor

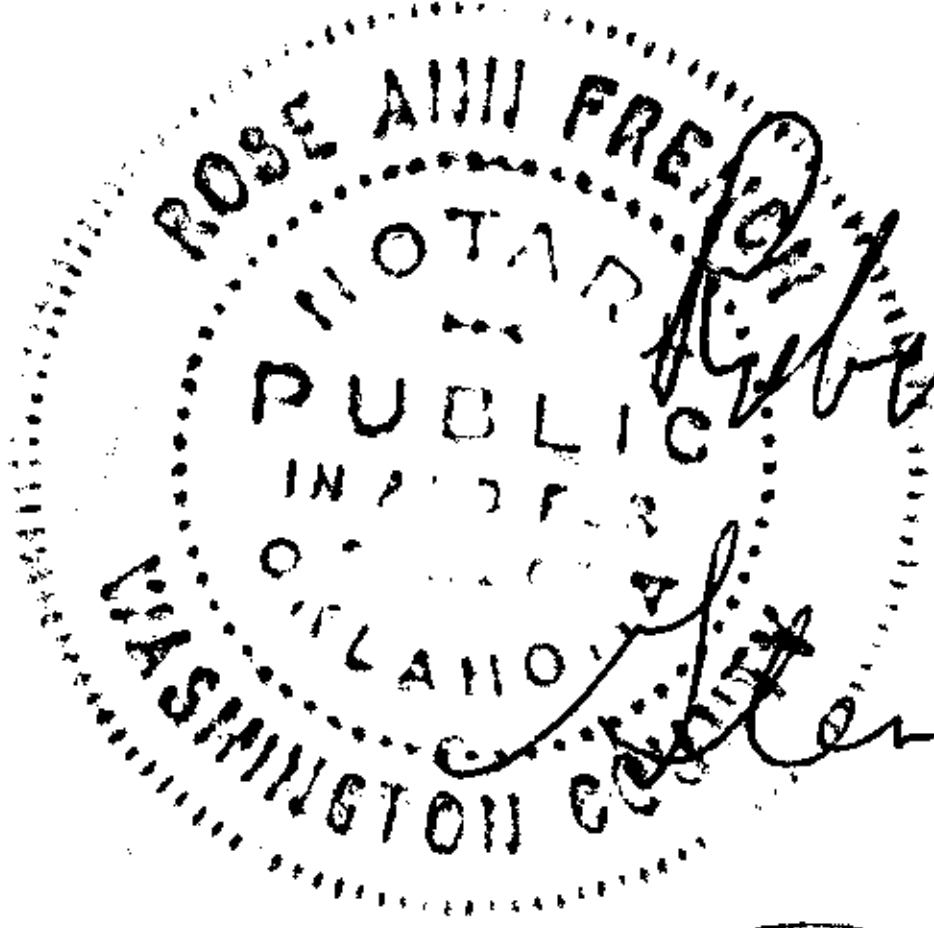
**ATTEST:**

  
 City Clerk  
 (City Seal)



SUBDIVIDER

Robert and Glenda Bolinger



*Robert Bolinger*

*Robert Bolinger*  
Robert Bolinger

*Glenda Bolinger*

*Glenda Bolinger*  
Glenda Bolinger

STATE OF Oklahoma )  
COUNTY OF Washington ) ss.

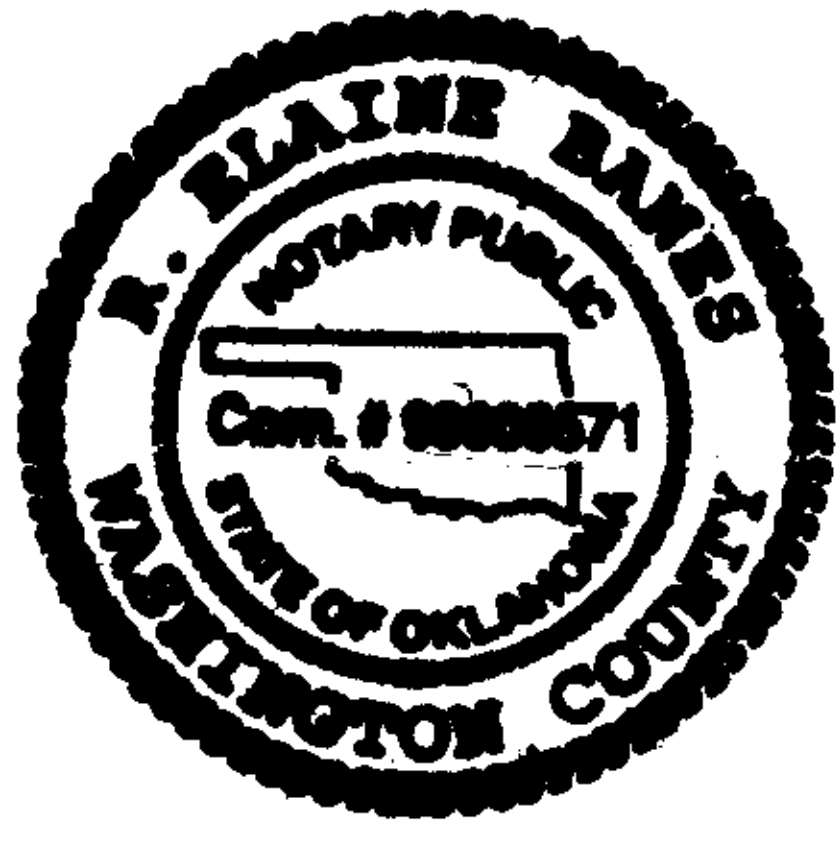
Before me, the undersigned, a Notary Public in and for said County and State, on this 13<sup>th</sup> day of December, 2004, personally appeared Robert and Glenda Bolinger, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he(they) executed the same as his(their) free and voluntary act and deed for the uses and purposes therein set forth.

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

*R. Elaine Banes*  
Notary Public

My Commission Expires:

July 8, 2007  
(Seal)



Doc # 2005007510  
Bk 1033  
Pg 861-865  
DATE 07/29/05 13:19:29  
Filing Fee \$21.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of WASHINGTON  
WASHINGTON County Clerk  
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