

Bixby Technical Advisory Committee Meeting Agenda

**Location Changed To:
Zoom- Online Meeting**

Wednesday, October 5, 2022 | 10:00 A.M.

Technical Advisory Committee Members

Matthew Riley - A.E.P.-P.S.O.
Steve Williams- A.E.P.-P.S.O.
Aaron Smith - A.E.P.-P.S.O.
Kevin Bender- A.T.&T.
Richard Ryann-B.T.C. Broadband
Tony Gonzalez-B.T.C. Broadband
Susan Bevard- B.T.C. Broadband
Chad Jones- B.T.C. Broadband
Rob Miller-Bixby Public Schools
Lydia Wilson-Bixby Public Schools
Bea Aamodt- Bixby Public Works Director
Donna Crawford- Bixby Assistant City Planner
Jon Brown- Bixby Special Projects
Heath Wright- Bixby Utilities & Water
Mike Butler- Bixby Fire Marshal
Andy Choate- Bixby Assistant Police Chief
Richard Hakel- Cox

Loyda Mercado- Cox
Jeannette Davis- Cox
Christopher Long- Cox R.O.W. Agent
Marty Lademan-Creek County R.W.D. #2
Cynthia Hubbell-Creek County R.W.D. #2
Billy Moore-East Central Electric
Bill Dangott- East Central Electric
Steve Whitehouse- O.G. & E.
Tim Dobrinski- O.G. & E.
Keith Melson- O.G. & E.
Brandon Rainbolt- O.N.G.
Donald Kafer- O.N.G.
Chris Stobaugh-U.S.P.S. Bixby
Aaron Grodi- Windstream
Joel Ostrenga- Windstream

1. B.X.S.P. - 22.06 Buffalo Wild Wings Site Plan

Applicant, Intertech Design Services

Discussion and review of site plan for Buffalo Wild Wings.

General Location: West of S Memorial Dr & North of E 115th St So

2. B.X.P.T. - 22.16 Residences at Boardwalk Preliminary Plat

Applicant, Select Design

Discussion and review of Preliminary Plat, Residences at Boardwalk, 27.528 Acres, Eight (8) Lots, One (1) Block, with Four (4) Reserve Areas, a replat of Chateau Villas and a portion of Lot 5, Block 1 and all of Reserve Area 'A' of 121st Center for the purpose of commercial and multi-family development, in Section 1, Township 17 North, and Range 13 East

General Location: East of S Memorial Dr & South of E 121st St So

Agenda | Bixby Technical Advisory Committee | October 5, 2022 | Page 1 of 2

Persons who require a special accommodation to participate in this meeting should contact Justin Dowd, City Engineer, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430, or email [Justin Dowd](mailto:JDowd@BixbyOK.gov) (JDowd@BixbyOK.gov) as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunications Device for the Deaf (T.D.D.) 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.

3. B.X.P.T. 22.16 Residences at Boardwalk Final Plat

Applicant, Select Design

Discussion and review of Final Plat, Residences at Boardwalk, 27.528 Acres, Eight (8) Lots, One (1) Block, with Four (4) Reserve Areas, a replat of Chateau Villas and a portion of Lot 5, Block 1 and all of Reserve Area 'A' of 121st Center for the purpose of commercial and multi-family development, in Section 1, Township 17 North, and Range 13 East

General Location: East of S Memorial Dr & South of E 121st St So

4. B.X.P.T. 22.16 The Reserve at Cedar Creek Preliminary Plat

Applicant, Tulsa Engineering and Planning Associates (T.E.P.)

Discussion and review of Preliminary Plat, The Reserve at Cedar Creek, 32.309 Acres, Thirty (30) Lots, Three (3) Blocks, with Four (4) Reserve Areas, an undeveloped parcel for the purpose of residential development, in Section 6, Township 17 North, and Range 14 East

General Location: West of S Garnett Rd & South of E 121st St S

This Notice and Agenda was posted on the bulletin board on or before 10:00 a.m., October 4th, 2022, at City Hall, 116 West Needles, Bixby, Oklahoma.

Respectfully submitted,

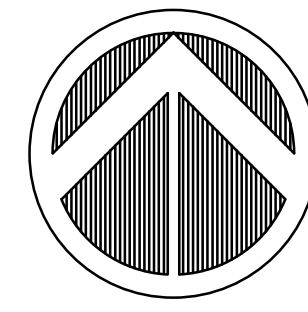
Justin Dowd, City Engineer

Persons who require a special accommodation to participate in this meeting should contact Justin Dowd, City Engineer, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430, or email [Justin Dowd](mailto:JDowd@BixbyOK.gov) (JDowd@BixbyOK.gov) as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunications Device for the Deaf (T.D.D.) 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.

AT BIXBY LLP
3833559150

BIXBY COMMERCIAL PROPERTIES LP
PID# 57813833559160

BIXBY COMMERCIAL PROPERTIES LP
PID# 57813833559170



SCALE 1" = 20'

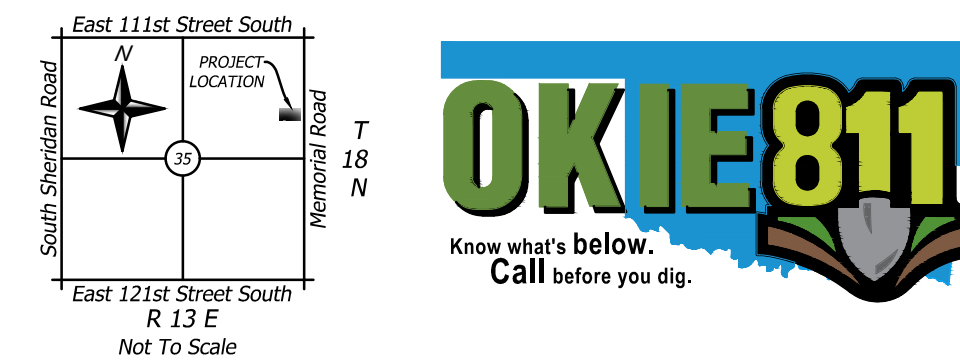
- GENERAL NOTES
1. LOCATIONS OF THE EXISTING UTILITIES ARE BASED ON RECORDS FROM SAID UTILITY COMPANIES AND ARE HORIZONTALLY FIELD LOCATED ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ACTUAL LOCATION.
 2. CONTRACTOR TO UNCOVER AND MARK UTILITY LINES BEFORE CONSTRUCTION.
 3. CONTRACTOR SHALL BEAR ALL RESPONSIBILITY AND COST OF REPAIR OR REPLACEMENT OF EXISTING UTILITIES, DAMAGED OR INTERRUPTED AS A RESULT OF THIS CONSTRUCTION PROJECT.
 4. CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER AND THE OWNER OF ANY DAMAGED OR INTERRUPTED UTILITIES IMMEDIATELY.
 5. ALL WATER LINES AND APPURTENANCES SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL WATER STANDARD PIPELINE MATERIALS AND CONSTRUCTION SPECIFICATIONS, LATEST EDITION.
 6. EXISTING UTILITIES TO REMAIN ARE TO BE ADJUSTED TO MATCH PROPOSED GRADE.
 7. CONTRACTOR SHALL NOTIFY PROJECT ENGINEER PRIOR TO BEGINNING WORK.
 8. ALL AREAS WITHIN THE PAVED AREAS ARE TO RECEIVE A GRAVEL BASE TO PROVIDE EROSION CONTROL IF WORK IS NOT PROGRESSING IN AN ORDERLY MANNER. A RATE OF 150 TONS/ACRE IS TO BE APPLIED WITHIN TWO WEEKS OF FINAL GRADING.
 9. AREAS NOT WITHIN THE PAVED AREA ARE TO RECEIVE LOOSE STRAW TO PROVIDE EROSION CONTROL IF WORK IS NOT PROGRESSING IN AN ORDERLY MANNER. A RATE OF 1.5 TONS/ACRE IS TO BE APPLIED WITHIN TWO WEEKS OF FINAL GRADING.
 10. AFTER NEW INLETS ARE CONSTRUCTED, INSTALL INLET PROTECTION PER DETAIL.
 11. CONTRACTOR WILL CONTROL AND PREVENT OFF-SITE TRACKING OF CONSTRUCTION RUNOFF AND SEDIMENT TO ADJACENT PROPERTY AND PUBLIC ROADS.
 12. CONTRACTOR IS TO PROTECT EXISTING STORM DRAINAGE SYSTEM.
 13. CONTRACTOR TO CONFORM TO ALL CONSTRUCTION STORM WATER AND EROSION CONTROL PERMITTING REQUIREMENTS BY EPA PHASE II STORM WATER REGULATIONS AS ADMINISTERED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (WHERE PERMITTING IS REQUIRED). A COPY OF THE NOTICE OF INTENT SHALL BE PROVIDED TO THE LOCAL MUNICIPAL AUTHORITY.
 14. CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES IN ACCORDANCE WITH THE OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT. THIS LAW REQUIRES THAT THE CONTRACTOR MAKE A TELEPHONE CALL TO THE OKLAHOMA ONE-CALL SYSTEM AT 1-800-522-6644 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION TO ENSURE THAT ANY EXISTING UTILITIES CAN BE LOCATED.
 15. CONTRACTOR TO CONSTRUCT ALL ACCESS RAMP AND PAVING TO ADA STANDARDS. VERIFY.
 16. TREES TO REMAIN ARE TO BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.
 17. EXCESS EXPORTS SHALL BE STOCKPILED AT LOCATION APPROVED BY OWNER AND CONFIRMED BY ENGINEER OF RECORD.

- DIMENSION LAYOUT NOTES
1. THE CONTRACTOR SHALL LAYOUT AND VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR DIRECTION AND RESOLUTION OF DISCREPANCIES PRIOR TO PROCEEDING.
 2. VERIFY LOCATIONS OF ALL SITE IMPROVEMENTS INSTALLED UNDER OTHER SECTIONS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT THE ENGINEER FOR INSTRUCTION PRIOR TO COMMENCING WORK.
 3. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.
 4. WHERE DIMENSIONS ARE CALLED AS "EQUAL", ALL REFERENCED ITEMS SHALL BE SPACED EQUALLY, MEASURED TO THEIR CENTER LINES.
 5. ALL DIMENSIONS ARE PERPENDICULAR TO FACE OF BUILDING, WALL OR OTHER FIXED SITE IMPROVEMENT AND DIMENSIONS AT CURB ARE FROM BACK OF CURB UNLESS OTHERWISE NOTED.
 6. INSTALL ALL INTERSECTING ELEMENTS AT 90 DEGREES TO EACH OTHER UNLESS OTHERWISE NOTED.

- EXPANSION JOINTS
- PROVIDE EXPANSION JOINTS IN ALL CASES WHERE CONCRETE PLATWORK MEETS OTHER STRUCTURES SUCH AS WALLS, CURBS, STEPS & BUILDINGS OR WHERE CONCRETE ADJUTS EXISTING CONCRETE PAVING, UTILITY VAULTS, JUNCTION BOXES, ETC. EXPANSION JOINTS REQUIRED AT THESE STRUCTURES MAY NOT BE SHOWN ON THESE DRAWINGS BUT ARE A CONSTRUCTION REQUIREMENT. SEE DETAILS FOR LOCATIONS THAT REQUIRE INSTALLATION OF DOWELS.

PARKING REQUIREMENTS	
REQUIRED SPACE CALCULATION	1 PER 100SF
REQUIRED SPACES	1000 SF / 100 = 10 SPACES REQUIRED
PARKING SPACES PROVIDED	90 SPACES
ADDITIONAL SPACES	10 SPACES
TOTAL SPACES PROVIDED	100 SPACES

IMPERVIOUS COVER CALCULATIONS	
TOTAL AREA	87193 SF
IMPERVIOUS COVER	66897 SF
IMPERVIOUS COVER PERCENTAGE	76.7%



InterTech Design Services, Inc.

Registered Architect
0075 MONTGOMERY, STATE 200
CONTRACT NO. 18-000000
FILE #1317823638

THIS DOCUMENT AND THE DESIGN OR CONSTRUCTION THEREOF ARE THE PROPERTY OF INTERTECH DESIGN SERVICES, INC. AND SHALL NOT BE USED, REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF INTERTECH DESIGN SERVICES, INC. COPYRIGHT 2020 INTERTECH DESIGN SERVICES, INC. ALL RIGHTS RESERVED.

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Ashley Bice P.E.

501.593.1298 - 405.245.2944
P.O. Box 28034 Little Rock, AR 72221
ashley@intertechdesign.com

BUFFALO WILD WINGS

MEMORIAL DRIVE + East 11th STREET
BIXBY, OKLAHOMA



DRAWING ISSUE	
NO.	DESCRIPTION
1	FOR PLANNING COMMISSION
2	
3	
4	
5	
6	
7	
8	

STAMP

08-26-22

DIMENSION PLAN

PROJECT NUMBER
2238

SHEET NUMBER

C1

Legend

A/C	AIR CONDITIONER UNIT/PAD
4GAI	4-GRATE AREA INLET
AMH	ACCESS MANHOLE
BIL	BUILDING SETBACK LINE
BW	BARBED WIRE FENCE
BC	BOTTOM OF CURB
BM	BENCHMARK
BOP	BEGINNING OF PROJECT
CIL	CHAIN LINK FENCE
CCI	CONCRETE CURB INLET
CICI	CAST IRON CURB INLET
CONC.	CONCRETE
CPED	CABLE/TY PEDESTAL
CY	CUBIC YARDS
EOP	END OF PROJECT
ELEC.	ELECTRIC
EPED	ELECTRIC PEDESTAL
ESMT	EASEMENT
EX	EXISTING
FE	FENCE EASEMENT
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOWLINE
FLT	THROAT FLOWLINE
FP	FLAG POLE
GLT	GROUND LIGHT
GM	GAS METER
GRSR	GAS RISER
GUY	DOWN GUY
GV	GAS VALVE
HDPE	HIGH DENSITY POLYETHYLENE
IPF	IRON PIN FOUND
LF	LINEAR FEET
LNA	LIMITS OF NO ACCESS
LP	LIGHT POLE
MA/E	MUTUAL ACCESS EASEMENT
MB	MAILBOX
OD/E	OVERLAND DRAINAGE ESMT
OE	OVERHEAD ELECTRIC
OL	ORNAMENTAL LIGHT
PG	PROPOSED GRADE
PP	POWER POLE
RWE	RESTRICTED WL EASEMENT
RCP	REINFORCED CONC. PIPE
RET. WALL	RETAINING WALL
SW	SIDEWALK
SD	STORM DRAIN
SDMH	STORMWATER MANHOLE
SF	SQUARE FEET
SGAI	SINGLE GRATE AREA INLET
SPHD	SPRINKLER HEAD
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEANOUT
SSUL	SANITARY SEWER LAMPHOLE
SSMH	SANITARY SEWER MANHOLE
SY	SQUARE YARD
TC	TOP OF CURB
TG	TOP OF GRADE
TP	TOP OF PAVING
TPED	TELEPHONE PEDESTAL
TR	TOP OF RM
TS	TRAFFIC SIGN
TW	TOP OF WALL
U/E	UTILITY EASEMENT
UG	UNDERGROUND GAS LINE
UTMH	UTILITY MANHOLE
W DIP	WITH UNDERGROUND RISER
WL	WATERLINE
WLMH	WATERLINE MANHOLE
WM	WATER METER
WRSR	WATER SPIGOT
WV	WATER VALVE

Sheet Legend

- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVING
- EMERGENCY FIRE LANE

Owner / Developer

BIXBY LAND RESOURCES GROUP, LLC
BIXBY ACQUISITION GROUP, LLC
RESIDENCES AT BOARDWALK, LP
4512 EAST 51ST STREET SOUTH, STE 100
TULSA, OK 74136
PHONE: (918) 805-5690
MR. KEVIN JORDAN

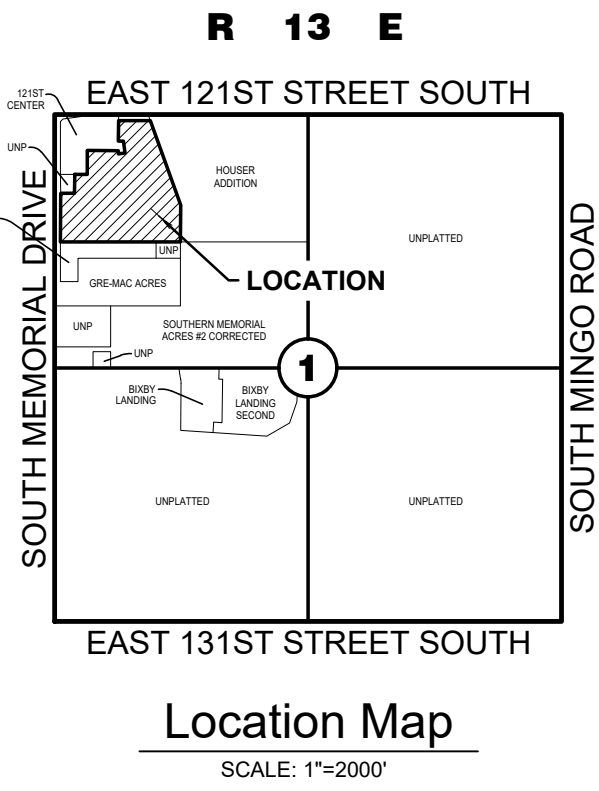
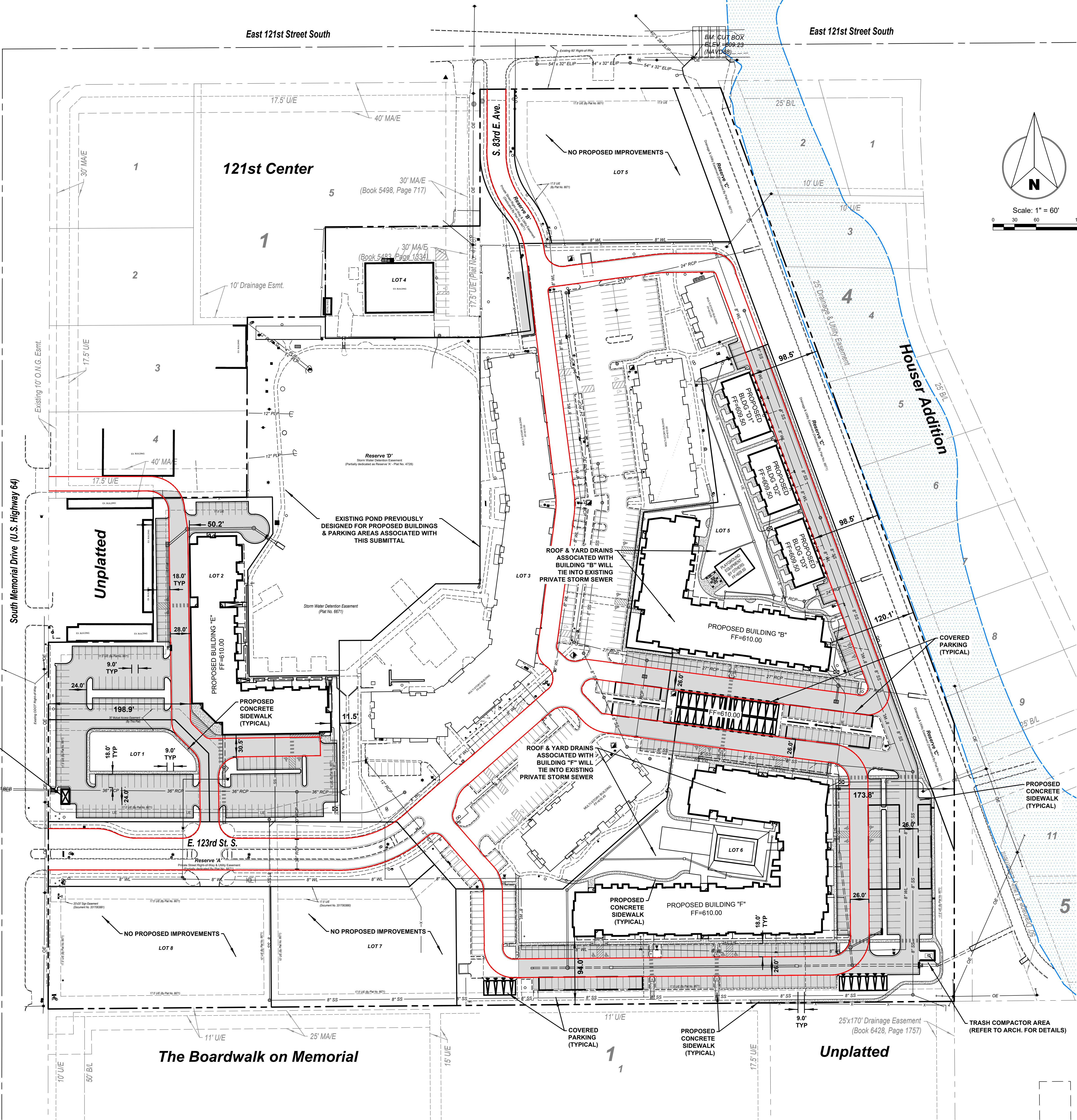
Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2024

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
EMAIL: ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES: 6-30-2024

SURVEY CONTROL TABLE				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	365667.324	2594701.503	609.609	60D NAIL
4	365495.048	2594033.123	611.282	60D NAIL
5	366037.394	2594785.361	609.805	60D NAIL



Site Summary

PUD 81A - Major Amendment #3

TOTAL DEVELOPMENT AREA: 1,157,946.90 SF (26.583 AC)
EXISTING BUILDING AREA: 232,193 SF
PROPOSED BUILDING AREA: 312,112 SF
PROPOSED BUILDING HEIGHT: 49'-6"

Parking Summary

PHASE 1 (Existing)

REQUIRED PARKING SPACES: 310
PROVIDED PARKING SPACES: 322

PHASE 2 (Buildings B-D-F)

REQUIRED PARKING SPACES: 312
PROVIDED PARKING SPACES: 313

PHASE 2 (Building E)

REQUIRED PARKING SPACES: 131
PROVIDED PARKING SPACES: 151

TOTAL REQUIRED PARKING SPACES: 753
TOTAL PROVIDED PARKING SPACES: 786

(~5% GUEST STALLS OVERALL IN ADDITION TO THE RATIOS ESTABLISHED IN THE PUD: 1 SPACE PER STUDIO; 1.5 SPACES PER 1-BEDROOM, 2 SPACES PER 2-BEDROOM, 2 SPACES PER 3-BEDROOM)

Exterior Lighting

LIGHT POLES WILL BE ASSOCIATED WITH THIS PROJECT. REFER TO PHOTOMETRIC PLAN FOR ADDITIONAL DETAILS.

Signage

PROPOSED SIGNAGE WILL BE ASSOCIATED WITH THIS PROJECT. REFER TO ARCHITECTURAL FOR ADDITIONAL DETAILS.

Impervious Calculations

NET LOT AREA: 1,157,946.90 SF (26.583 AC)

** EXISTING IMPERVIOUS AREA: 405,848 SF
** PROPOSED IMPERVIOUS AREA: 632,131 SF

INCREASED IMPERVIOUS AREA: 226,283 SF

** AS MEASURED INSIDE PROPERTY BOUNDARY

Legal Description

A TRACT OF LAND THAT IS PART RESERVE AREA "A", 121ST CENTER, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 4728 AND RESERVE AREA "A", RESERVE AREA "B", RESERVE AREA "C" AND RESERVE AREA "D", LOTS ONE (1) AND TWO (2), PART OF LOT THREE (3), LOT FOUR (4), BLOCK ONE (1), CHATEAU VILLAS, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT NO. 6671, ALL PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17), NORTH, RANGE THIRTEEN (13), EAST OF THE INDIAN BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NW1/4 OF SAID SECTION 1; THENCE NORTH 88°39'06" EAST ALONG THE NORTH LINE THEREOF 663.96 FEET; THENCE SOUTH 01°17'40" EAST A DISTANCE OF 60.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF EAST 121st STREET SOUTH AND THE POINT OF BEGINNING; THENCE NORTH 88°39'06" EAST ALONG SAID RIGHT-OF-WAY 234.37 FEET TO THE NORTHEAST CORNER OF SAID RESERVE AREA "A"; CHATEAU VILLAS; THENCE SOUTH 21°10'49" EAST ALONG THE EAST LINE THEREOF 841.67 FEET; THENCE SOUTH 01°10'02" EAST 386.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 1, CHATEAU VILLAS; THENCE SOUTH 88°30'56" WEST ALONG THE SOUTH LINE THEREOF 1259.50 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MEMORIAL DRIVE, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK 1, CHATEAU VILLAS; THENCE NORTH 88°30'06" EAST ALONG THE NORTH LINE THEREOF 145.52 FEET TO THE SOUTHWEST CORNER OF SAID RESERVE AREA "A", 121st CENTER; THENCE NORTH 01°10'04" WEST 200.02 FEET TO A POINT ON THE SOUTH LINE OF LOT FOUR (4), 121st CENTER; THENCE NORTH 88°39'06" EAST 130.01 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°47'58" WEST 250.00 FEET TO A POINT ON THE NORTH LINE OF SAID RESERVE AREA "A", 121st CENTER; THENCE NORTH 88°39'06" EAST ALONG SAID NORTH LINE 108.42 FEET; THENCE SOUTH 00°59'54" EAST 30.00 FEET; THENCE NORTH 88°39'06" EAST 215.00 FEET; THENCE NORTH 81°19'32" EAST 70.94 FEET; THENCE NORTH 08°32'16" WEST 122.11 FEET TO A POINT ON THE SOUTH LINE OF SAID RESERVE AREA "D", CHATEAU VILLAS; THENCE SOUTH 88°28'15" WEST ALONG SAID SOUTH LINE 54.29 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00°59'54" WEST A DISTANCE OF 214.98 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,157,946.9 SQ. FEET OR 26.58 ACRES.
BEARINGS BASED UPON THE RECORDED PLAT CHATEAU VILLAS, PLAT NO. 6671.

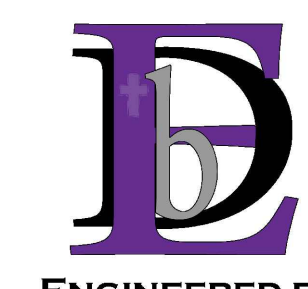


EXISTING UNDERGROUND LINES HAVE BEEN SHOWN TO THE EXTENT KNOWN.
ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF BIXBY ENGINEERING STANDARD SPECIFICATIONS, INCLUDING O.D.T. 2009 EDITION AND APPLICABLE SUPPLEMENTS.

A MULTIFAMILY DEVELOPMENT FOR:

RESIDENCES AT BOARDWALK PHASE 2
8300 EAST 123RD STREET SOUTH
BIXBY, OKLAHOMA

DRAWING RELEASE LOG
07-14-2022 - HSD FPM APP



Engineered by Design, PLLC
P.O. Box 15567 Del City, OK 73155
Ph. 405-234-0980
CAFF 7655 - Expires 6/30/2024



REVISIONS

DATE: 7/14/2022
JOB NO: 666620
DRAWN BY: SELECT DESIGN
SHEET NO.
SITE PLAN

PUD 81(C) - Minor Amendment #4

Residences at Boardwalk

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA BEING A REPLAT OF CHATEAU VILLAS AND A PORTION OF LOT 5, BLOCK 1 AND ALL OF RESERVE AREA 'A' OF 121ST CENTER, BEING PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN.

Subdivision Statistics

SUBDIVISION CONTAINS EIGHT (8) LOTS IN ONE (1) BLOCK AND FOUR (4) RESERVE AREAS
GROSS SUBDIVISION AREA: 1,199,132.74 SF OR 27.528 ACRES

Basis of Bearings

THE BEARINGS SHOWN HEREON ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848".

Notes

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

Floodplain Note

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, CITY OF BIXBY, OKLAHOMA AND , COMMUNITY PANEL NO. 40143C0432L - OCTOBER 16, 2012, WHICH INDICATES PORTIONS OF THE SUBJECT PROPERTY TO BE WITHIN ZONE X, SHADED ZONE X AND ZONE AE (AREAS DETERMINED TO BE WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN). LOMR 16-16-2420P EFFECTIVE AUGUST 14, 2017 HAS REVISED THE FLOOD MAP SHOWING THE SITE TO NOW BE IN UNSHADED ZONE "X".

Legend

B/L -- BUILDING SETBACK LINE
L.N.A. -- LIMITS OF NO ACCESS
OD/E -- OVERLAND DRAINAGE EASEMENT
U/E -- UTILITY EASEMENT

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	65.10'	95.00'	39°15'46"	S 20°37'47" E	63.83'
C2	72.81'	145.00'	28°46'13"	S 25°52'33" E	72.05'
C3	88.95'	130.00'	39°12'11"	S 20°35'59" E	87.22'
C4	41.35'	97.00'	24°25'37"	S 27°59'16" E	41.04'

Line Table

LINE	BEARING	DISTANCE
L1	S 00°59'54" E	88.84'
L2	N 40°12'04" W	10.12'

Owner / Developer

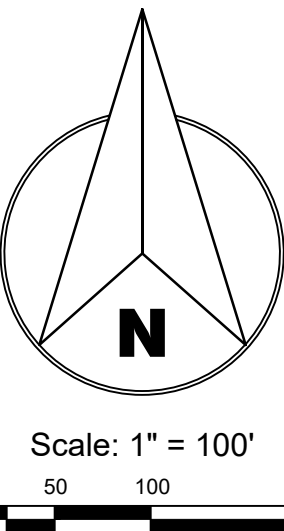
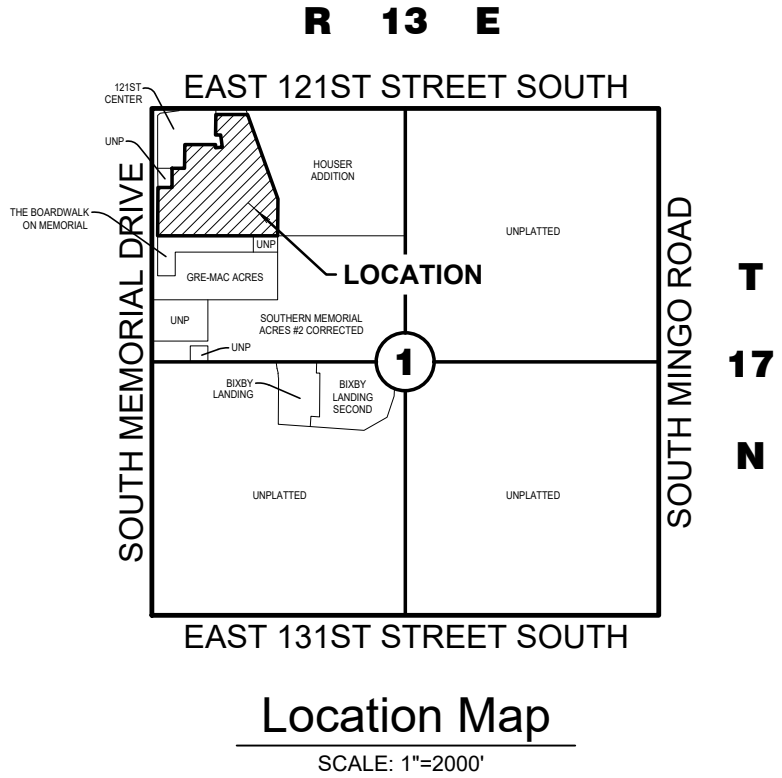
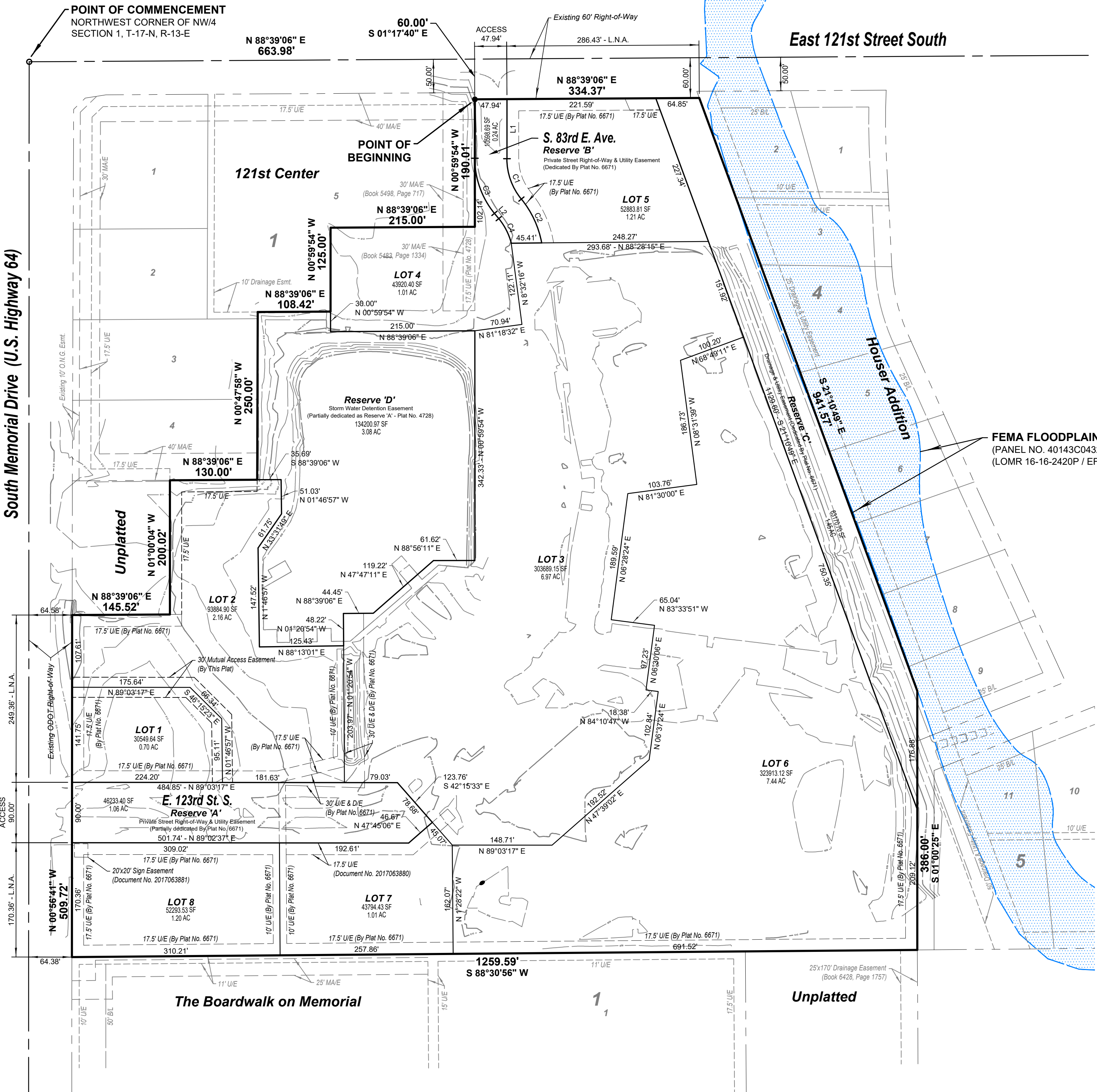
BIXBY LAND RESOURCES GROUP, LLC
RESIDENCES AT BOARDWALK, LP
4512 EAST 51ST STREET SOUTH, STE 100
TULSA, OKLAHOMA 74135
PHONE: (918) 605-5600
MR. KEVIN JORDAN

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2024

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
EMAIL: ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2024



COUNTY TREASURER STAMP

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

I, MICHAEL WILLIS, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2022.

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY _____

PRELIMINARY
PLAT

DEED OF DEDICATION - RESIDENCES AT BOARDWALK

KNOW ALL MEN BY THESE PRESENTS:

BIXBY LAND RESOURCES GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND RESIDENCES AT BOARDWALK, LP, AN OKLAHOMA LIMITED PARTNERSHIP (COLLECTIVELY, THE "OWNER/DEVELOPER") ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF LOT 5, BLOCK 1 AND RESERVE AREA "A", 121ST CENTER, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 4728, AND CHATEAU VILLAS, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT NO. 8671, ALL PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17), NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NW/4 OF SAID SECTION 1; THENCE NORTH 88°39'06" EAST ALONG THE NORTH LINE THEREOF 663.98 FEET; THENCE SOUTH 01°17'40" EAST A DISTANCE OF 60.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF EAST 121st STREET SOUTH AND THE POINT OF BEGINNING; THENCE NORTH 88°39'06" EAST ALONG SAID RIGHT-OF-WAY 334.37 FEET TO THE NORTHEAST CORNER OF SAID RESERVE AREA "A"; CHATEAU VILLAS; THENCE SOUTH 21°10'49" EAST ALONG THE EAST LINE THEREOF 941.57 FEET; THENCE SOUTH 01°00'25" EAST 386.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 1, CHATEAU VILLAS; THENCE SOUTH 88°30'56" WEST ALONG THE SOUTH LINE THEREOF 1259.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MEMORIAL DRIVE, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK 1, CHATEAU VILLAS; THENCE NORTH 00°56'41" WEST ALONG SAID RIGHT-OF-WAY LINE 509.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, CHATEAU VILLAS; THENCE NORTH 88°39'06" EAST ALONG THE NORTH LINE THEREOF 145.52 FEET TO THE SOUTHWEST CORNER OF SAID RESERVE AREA "A", 121ST CENTER; THENCE NORTH 01°00'04" WEST 200.02 FEET TO A POINT ON THE SOUTH LINE OF LOT FOUR (4), 121ST CENTER; THENCE NORTH 88°39'06" EAST 130.01 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°47'58" WEST 250.00 FEET TO A POINT ON THE NORTH LINE OF SAID RESERVE AREA "A", 121ST CENTER; THENCE NORTH 88°39'06" EAST ALONG SAID NORTH LINE 108.42 FEET; THENCE NORTH 00°59'54" WEST 125.00 FEET; THENCE NORTH 88°39'06" EAST 215.00 FEET TO A POINT ON THE EAST LINE OF LOT 5, BLOCK 1, 121ST CENTER; THENCE NORTH 00°59'54" WEST ALONG SAID EAST LINE 190.01 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,199,132.74 SQ. FEET OR 27.528 ACRES.

BEARINGS BASED UPON THE RECORDED PLAT CHATEAU VILLAS, PLAT NO. 6671.

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS AND RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "RESIDENCES AT BOARDWALK", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA.

SECTION I. EASEMENTS AND UTILITIES

A. PUBLIC UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" DEPICTED ON THE ACCOMPANYING PLAT (THE "PLAT") OF THE RESIDENCES AT BOARDWALK, A SUBDIVISION OF THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA (THE "SUBDIVISION") FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE PROPERTY DEPICTED ON THE PLAT. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. WATER AND SEWER SERVICE

1. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON SUCH LOT.
2. WITHIN THE UTILITY EASEMENTS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES, INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE LOT OWNER'S EXPENSE.
3. THE CITY OF BIXBY OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, ITS AGENTS OR CONTRACTORS.
4. THE CITY OF BIXBY OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.

C. ELECTRIC AND COMMUNICATION UTILITIES

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE WEST AND NORTH PERIMETER UTILITY EASEMENT(S) SET FORTH IN THE PLAT AND IN THE PRIVATE RIGHT-OF-WAYS OF THE SUBDIVISION. EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE UTILITY EASEMENTS AND PRIVATE STREET RIGHTS OF WAY SHOWN ON THE PLAT.
2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE UTILITY EASEMENTS AND PRIVATE STREET RIGHTS OF WAY SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH EASEMENTS AND PRIVATE STREET RIGHTS OF WAY.
3. UNDERGROUND PRIMARY CABLE, SECONDARY CABLES, AND EQUIPMENT MAY BE INSTALLED ALONG A PATH AGREED BETWEEN THE APPLICABLE LOT OWNER AND THE SUPPLIER OF SERVICE, AND THEREAFTER THE SUPPLIER OF SERVICE SHALL BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 10 FOOT STRIP EXTENDING 5 FEET ON EACH SIDE OF SUCH PRIMARY OR SECONDARY CABLE, EXTENDING FROM THE POINT OF SOURCE TO EACH TRANSFORMER OR PIECE OF EQUIPMENT CABLES AND SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT- PROVIDED THAT UPON INSTALLATION OF SUCH A SERVICE CABLE OR SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
4. THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS AND PRIVATE STREET RIGHTS OF WAY SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY IT, THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION AND OTHER ABOVE GROUND LINES SHALL ALSO HAVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT THAT CREATES A HAZARD FOR SUCH ABOVE GROUND LINES.
5. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION FACILITIES LOCATED ON SUCH LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, OR CABLE TELEVISION FACILITIES ON SUCH LOT. THE SUPPLIER OF SUCH UTILITIES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR HIS AGENTS OR CONTRACTORS.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS

AND PRIVATE STREET RIGHTS OF WAY SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE ON INSTALLING, MAINTAINING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY, WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, ITS AGENTS OR CONTRACTORS.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

E. RIGHTS OF INGRESS AND EGRESS

THE OWNER HEREBY RELINQUISHES RIGHTS OF INGRESS AND EGRESS TO AND FROM THE SUBDIVISION TO AND FROM SOUTH MEMORIAL DRIVE AND EAST 121st STREET SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "L.N.A." ON THE PLAT, EXCEPT AS MAY HEREINAFTER BE RELEASED, ALTERED OR AMENDED BY THE CITY OF BIXBY, OKLAHOMA OR ITS SUCCESSORS, OR AS IS OTHERWISE PROVIDED BY THE STATUTES OR LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

F. ACCESS EASEMENT

THE OWNER DOES HEREBY DEDICATE, CREATE AND DECLARE A THIRTY (30) FOOT MUTUAL ACCESS EASEMENT FOR THE BENEFIT OF LOTS 1 AND 2 UPON AND ACROSS THAT PORTION OF THE SUBDIVISION SHOWN ON THE PLAT AS 30' MUTUAL ACCESS EASEMENT LOCATED ON THE BOUNDARY LINE BETWEEN LOT 1 AND LOT 2.

SECTION II. RESERVE AREAS

A. RESERVE AREA 'A'

1. THE OWNER DOES HEREBY DEDICATE, CREATE, ESTABLISH AND DECLARE A PERMANENT, NON-EXCLUSIVE PRIVATE STREET RIGHT-OF-WAY (R.O.W.) AND UTILITY EASEMENT OVER, THROUGH, UPON AND ACROSS THAT PORTION OF THE SUBDIVISION SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA 'A' THE STREET NAME FOR SAID RESERVE AREA 'A' SHALL BE "E. 123 ST. S."
2. THE AREA IS HEREBY ESTABLISHED AS A MEANS OF INGRESS AND EGRESS TO, FROM AND BETWEEN THE LOTS WITHIN THE SUBDIVISION AND SUCH PRIVATE STREET RIGHT-OF-WAY SHALL BE FOR THE MUTUAL USE AND BENEFIT OF THE OWNERS OF EACH LOT IN THE SUBDIVISION, THEIR GRANTEEES, SUCCESSORS, ASSIGNS, TENANTS, GUESTS AND INVITEES AND SHALL BE APPURTENANT TO EACH LOT.

B. RESERVE AREA 'B'

1. THE OWNER DOES HEREBY DEDICATE, CREATE, ESTABLISH AND DECLARE A PERMANENT, NON-EXCLUSIVE PRIVATE STREET RIGHT-OF-WAY AND UTILITY EASEMENT OVER, THROUGH, UPON AND ACROSS THAT PORTION OF THE SUBDIVISION SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA 'B' THE STREET NAME FOR SAID RESERVE AREA 'B' SHALL BE "S. 83RD EAST AVE."
2. THE AREA IS HEREBY ESTABLISHED AS A MEANS OF INGRESS AND EGRESS TO, FROM AND BETWEEN THE LOTS WITHIN THE SUBDIVISION AND SUCH PRIVATE STREET RIGHT-OF-WAY SHALL BE FOR THE MUTUAL USE AND BENEFIT OF THE OWNERS OF EACH LOT IN THE SUBDIVISION, THEIR GRANTEEES, SUCCESSORS, ASSIGNS, TENANTS, GUESTS AND INVITEES AND SHALL BE APPURTENANT TO EACH LOT.

C. RESERVE AREA 'C'

THE OWNER DOES HEREBY DEDICATE, CREATE, ESTABLISH AND DECLARE A PERMANENT, NON-EXCLUSIVE DRAINAGE AND UTILITY EASEMENT OVER, THROUGH, UPON AND ACROSS THAT PORTION OF THE SUBDIVISION SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA 'C'. SAID EASEMENT IS ESTABLISHED IN ACCORDANCE WITH THE CONSTRUCTION PLANS FOR FRY DITCH TRIBUTARY 1 RE-CHANNELIZATION PROJECT.

D. RESERVE AREA 'D'

THE OWNER DOES HEREBY DEDICATE, CREATE, ESTABLISH AND DECLARE A PERMANENT, NON-EXCLUSIVE DRAINAGE, DETENTION POND, AND RECREATION EASEMENT OVER, THROUGH, UPON AND ACROSS THAT PORTION OF THE SUBDIVISION SHOWN ON THE PLAT AS RESERVE AREA 'D'.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

THE SUBDIVISION IS SUBJECT TO PLANNED UNIT DEVELOPMENT (PUD NO. 81) WHICH WAS APPROVED BY THE CITY OF BIXBY PLANNING COMMISSION ON MARCH 25, 2015, AND BY THE BIXBY CITY COUNCIL ON JUNE 22, 2015. PUD NO. 81(C) - MINOR AMENDMENT #4 WAS AFFIRMATIVELY APPROVED BY THE BIXBY CITY PLANNER ON FEBRUARY 18, 2022 (THE "PUD").

THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE, REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, SUFFICIENT TO ASSURE THE IMPLANTATION AND CONTINUED COMPLIANCE WITH THE PUD, AND ANY AMENDMENTS THERETO, THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND DECLARE THAT THE SUBDIVISION IS SUBJECT TO THE RESTRICTIONS SET FORTH IN THE PUD FOR THE PURPOSE OF PROVIDING FOR AN 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.

SECTION IV. RESIDENCES AT BOARDWALK OWNERS' ASSOCIATION

A. OWNERS' ASSOCIATION

THE OWNER HAS FORMED THE "RESIDENCES AT BOARDWALK OWNERS ASSOCIATION, INC." (THE "ASSOCIATION") AS AN OKLAHOMA NOT-FOR-PROFIT CORPORATION. THE PURPOSE OF THE ASSOCIATION IS TO OWN, OPERATE, MANAGE, REPAIR, REPLACE AND MAINTAIN THE RESERVE AREAS AND IMPROVEMENTS THEREON SERVING OR BENEFITTING THE SUBDIVISION INCLUDING, WITHOUT LIMITATION, SIGNAGE, LANDSCAPING, STORM DRAINAGE, UTILITY SYSTEMS, SPRINKLER SYSTEMS, EASEMENT AREAS, RIGHTS-OF-WAY, TRAFFIC CONTROL EQUIPMENT, STREETS, FENCES, AND OTHER AMENITIES, AND TAKE SUCH OTHER ACTIONS NECESSARY TO KEEP SUCH RESERVE AREAS AND IMPROVEMENTS THEREON IN A GOOD STATE OF REPAIR AND ENHANCE THE VALUE, SECURITY, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP

EVERY LOT OWNER IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF ANY LOT IN THE SUBDIVISION. MEMBERSHIP IN THE ASSOCIATION SHALL BE EFFECTIVE AS OF THE DATE OF RECORDING OF A DEED TO A LOT.

C. MASTER DECLARATION; INCONSISTENCIES

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE COVENANTS, RESTRICTIONS AND EASEMENTS ESTABLISHED BY THIS DEED OF DEDICATION INCLUDING THE OPERATION OF THE ASSOCIATION MAY BE FURTHER DEFINED IN AND SHALL BE SUBJECT TO THE TERMS, CONDITIONS, RESTRICTIONS AND LIMITATIONS OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS FOR THE SUBDIVISION TO BE FILED IN OFFICE OF THE TULSA COUNTY CLERK (AS AMENDED, RESTATED, SUPPLEMENTED AND REPLACED FROM TIME TO TIME, THE "MASTER DECLARATION"), AND ANY AND ALL RULES, REGULATIONS, GUIDELINES, CRITERIA AND OTHER REQUIREMENTS CONTAINED THEREIN OR PROMULGATED THEREUNDER. SOME OR ALL OF THE RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF OWNER UNDER THIS DEED OF DEDICATION SHALL BE DELEGATED TO, ASSUMED BY AND/OR REGULATED BY THE ASSOCIATION AND/OR OTHER REGIME ESTABLISHED OR OTHERWISE RESPONSIBLE UNDER THE MASTER DECLARATION FOR THE GOVERNANCE OF THE LOTS AND PROPERTY WITHIN THE SUBDIVISION OR CERTAIN PORTIONS THEREOF, EITHER IN CONJUNCTION WITH OR IN LIEU OF ANY OTHER LOT OWNERS, TO FACILITATE THE OWNERSHIP, DEVELOPMENT, MAINTENANCE, MANAGEMENT, OPERATION AND USE OF THE SUBDIVISION OR THE APPLICABLE PORTION THEREOF. IN ADDITION, TO THE EXTENT THAT THE TERMS AND/OR CONDITIONS OF THIS DEED OF DECLARATION ARE INCONSISTENT IN ANY WAY WITH THE TERMS AND/OR CONDITIONS OF THE MASTER DECLARATION, THEN AS AMONG THE OWNERS OF THE LOTS IN THE

SUBDIVISION THE TERMS AND/OR CONDITIONS OF THE MASTER DECLARATION SHALL PREVAIL AND GOVERN.

SECTION V. MISCELLANEOUS

A. ENFORCEMENT

1. THE COVENANTS SET FORTH IN SECTION I SHALL BE ENFORCEABLE BY THE ASSOCIATION, THE CITY OF BIXBY OR ITS SUCCESSORS, THE SUPPLIER'S OF UTILITIES TO THE SUBDIVISION OR ANY OWNER OF A LOT IN THE SUBDIVISION.
2. THE COVENANTS SET FORTH IN SECTION III SHALL BE ENFORCEABLE BY THE ASSOCIATION, THE CITY OF BIXBY OR ITS SUCCESSORS, OR ANY OWNER OF A LOT IN THE SUBDIVISION.
3. THE COVENANTS SET FORTH IN THE OTHER SECTIONS OF THIS DEED OF DEDICATION SHALL BE ENFORCEABLE BY THE ASSOCIATION OR ANY OWNER OF A LOT IN THE SUBDIVISION.

B. DURATION

THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS GRANTEEES, TRANSFEREES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER THE SAME FOR A PEROD OF THIRTY (30) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION. AFTER WHICH TIME, SUCH COVENATNS SHALL BE AUTOMATICALLY EXTENED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THIS DEED OF DEDICATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS IN THE SUBDIVISION; PROVIDED, HOWEVER, ANY AMENDMENTS OR TERMINATIONS EFFECTING (1) SECTION I OR SECTION III OR (2) THE CITY OF BIXBY'S RIGHTS UNDER THIS SECTION V, MUST ALSO BE APPROVED BY THE CITY OF BIXBY OR ITS SUCCESSORS.

D. SEVERABILITY

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

IN WITNESS WHEREOF, BIXBY LAND RESOURCES GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY AND RESIDENCES AT BOARDWALK, LP, AN OKLAHOMA LIMITED PARTNERSHIP, HAVE EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2022.

BIXBY LAND RESOURCES GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____

KEVIN JORDAN, MANAGER

RESIDENCES AT BOARDWALK, LP, AN OKLAHOMA LIMITED PARTNERSHIP

BY: BLACK GOLD PARTNERS I, LLC, ITS GENERAL PARTNER

BY: _____

KEVIN JORDAN, MANAGER

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2022, PERSONALLY APPEARED KEVIN JORDAN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS MANAGER OF BIXBY LAND RESOURCES GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY AND AS MANAGER OF BLACK GOLD PARTNERS I, LLC, GENERAL PARTNER OF RESIDENCES AT BOARDWALK, LP, AN OKLAHOMA LIMITED PARTNERSHIP, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANIES, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

S. ASHLEY MCCARTY

MY COMMISSION EXPIRES: 8/13/2026

MY COMMISSION NUMBER: 18008059



CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, 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 "RESIDENCES AT BOARDWALK", 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 MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ

LICENSED PROFESSIONAL LAND SURVEYOR

OKLAHOMA NO. 1694

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2022, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2026

MY COMMISSION NUMBER: 14005589



PUD 81(C) - Minor Amendment #4

Residences at Boardwalk

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA BEING A REPLAT OF CHATEAU VILLAS AND A PORTION OF LOT 5, BLOCK 1 AND ALL OF RESERVE AREA 'A' OF 121ST CENTER, BEING PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN.

Subdivision Statistics

SUBDIVISION CONTAINS EIGHT (8) LOTS IN ONE (1) BLOCK AND FOUR (4) RESERVE AREAS
GROSS SUBDIVISION AREA: 1,199,132.74 SF OR 27.528 ACRES

Basis of Bearings

THE BEARINGS SHOWN HEREON ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848".

Notes

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

Floodplain Note

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, CITY OF BIXBY, OKLAHOMA AND , COMMUNITY PANEL NO. 40143C0432L - OCTOBER 16, 2012, WHICH INDICATES PORTIONS OF THE SUBJECT PROPERTY TO BE WITHIN ZONE X, SHADED ZONE X AND ZONE AE (AREAS DETERMINED TO BE WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN). LOMR 16-16-2420P EFFECTIVE AUGUST 14, 2017 HAS REVISED THE FLOOD MAP SHOWING THE SITE TO NOW BE IN UNSHADED ZONE "X".

Legend

B/L -- BUILDING SETBACK LINE
L.N.A. -- LIMITS OF NO ACCESS
OD/E -- OVERLAND DRAINAGE EASEMENT
U/E -- UTILITY EASEMENT

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	65.10'	95.00'	39°15'46"	S 20°37'47" E	63.83'
C2	72.81'	145.00'	28°46'13"	S 25°52'33" E	72.05'
C3	88.95'	130.00'	39°12'11"	S 20°35'59" E	87.22'
C4	41.35'	97.00'	24°25'37"	S 27°59'16" E	41.04'

Line Table

LINE	BEARING	DISTANCE
L1	S 00°59'54" E	88.84'
L2	N 40°12'04" W	10.12'

Owner / Developer

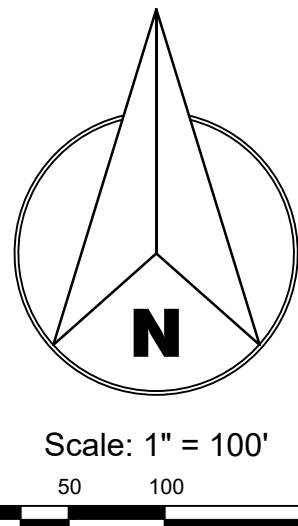
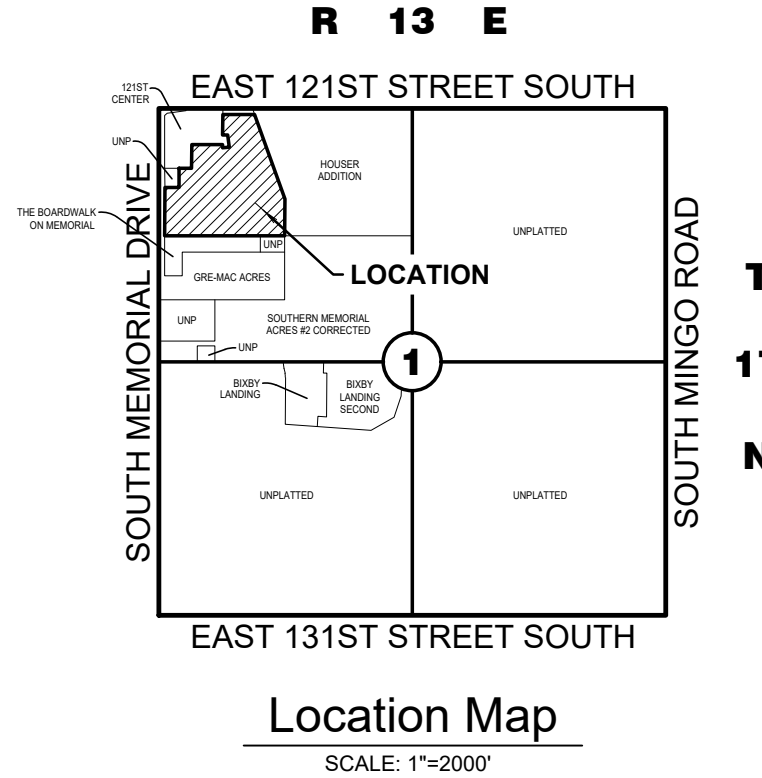
BIXBY LAND RESOURCES GROUP, LLC
RESIDENCES AT BOARDWALK, LP
4512 EAST 51ST STREET SOUTH, STE 100
TULSA, OKLAHOMA 74135
PHONE: (918) 605-5600
MR. KEVIN JORDAN

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2024

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
EMAIL: ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2024



COUNTY TREASURER STAMP

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

I, MICHAEL WILLIS, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2022.

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY _____

FINAL PLAT
CERTIFICATE OF APPROVAL

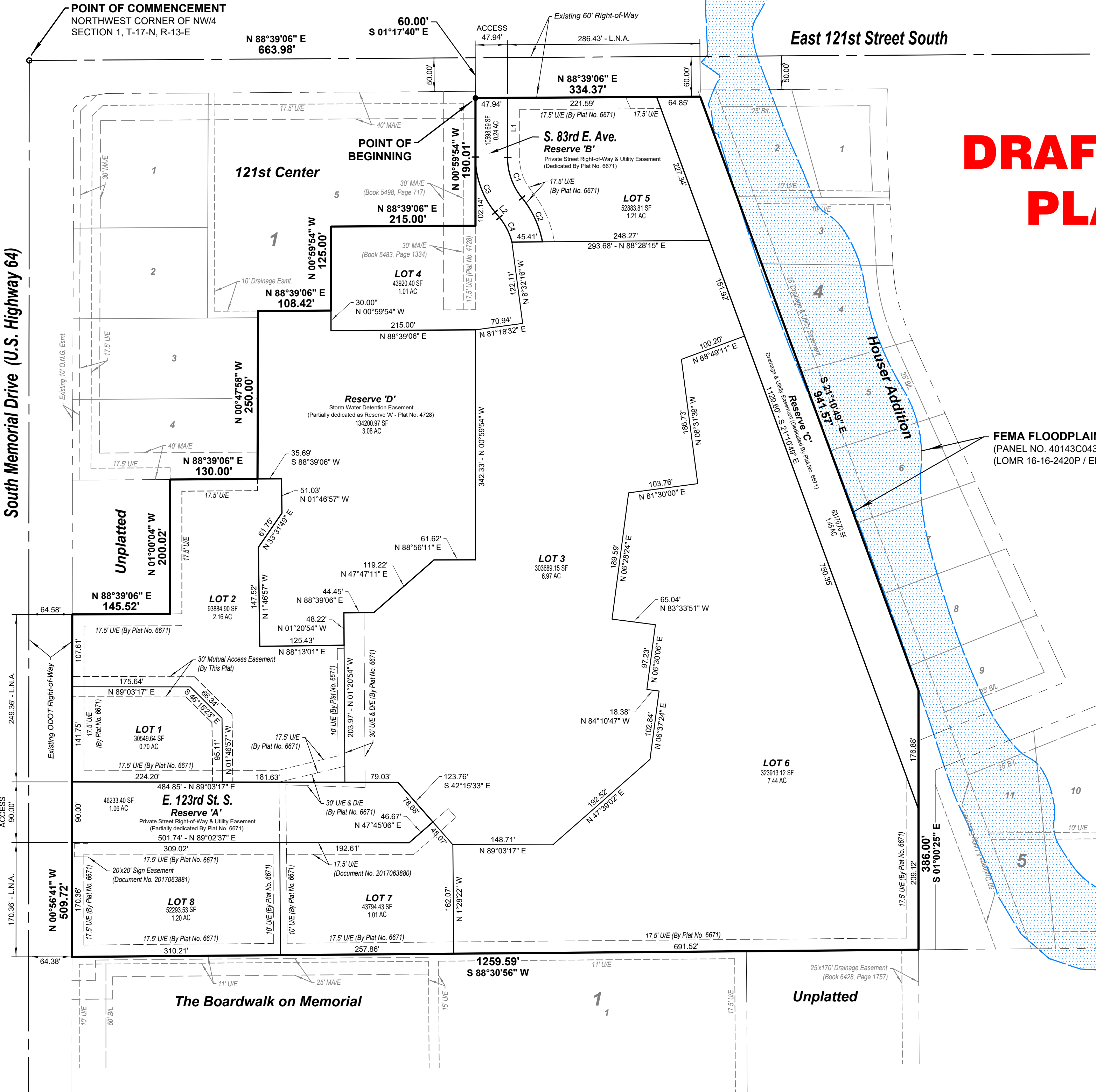
I hereby certify that this plat was approved by the City Council of the City of Bixby on xxxxxxxxxxxx, 2022.

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



DEED OF DEDICATION - RESIDENCES AT BOARDWALK

KNOW ALL MEN BY THESE PRESENTS:

BIBXY LAND RESOURCES GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND RESIDENCES AT BOARDWALK, LP, AN OKLAHOMA LIMITED PARTNERSHIP (COLLECTIVELY, THE "OWNER/DEVELOPER") ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF LOT 5, BLOCK 1 AND RESERVE AREA "A", 121ST CENTER, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 4728, AND CHATEAU VILLAS, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT NO. 8671, ALL PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17), NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NW/4 OF SAID SECTION 1; THENCE NORTH 88°39'06" EAST ALONG THE NORTH LINE THEREOF 663.98 FEET; THENCE SOUTH 01°17'40" EAST A DISTANCE OF 60.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF EAST 121st STREET SOUTH AND THE POINT OF BEGINNING; THENCE NORTH 88°39'06" EAST ALONG SAID RIGHT-OF-WAY 334.37 FEET TO THE NORTHEAST CORNER OF SAID RESERVE AREA "A"; CHATEAU VILLAS; THENCE SOUTH 21°10'49" EAST ALONG THE EAST LINE THEREOF 941.57 FEET; THENCE SOUTH 01°00'25" EAST 386.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 1, CHATEAU VILLAS; THENCE SOUTH 88°30'56" WEST ALONG THE SOUTH LINE THEREOF 1259.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MEMORIAL DRIVE, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK 1, CHATEAU VILLAS; THENCE NORTH 00°56'41" WEST ALONG SAID RIGHT-OF-WAY LINE 509.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, CHATEAU VILLAS; THENCE NORTH 88°39'06" EAST ALONG THE NORTH LINE THEREOF 145.52 FEET TO THE SOUTHWEST CORNER OF SAID RESERVE AREA "A", 121ST CENTER; THENCE NORTH 01°00'04" WEST 200.02 FEET TO A POINT ON THE SOUTH LINE OF LOT FOUR (4), 121ST CENTER; THENCE NORTH 88°39'06" EAST 130.01 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°47'58" WEST 250.00 FEET TO A POINT ON THE NORTH LINE OF SAID RESERVE AREA "A", 121ST CENTER; THENCE NORTH 88°39'06" EAST ALONG SAID NORTH LINE 108.42 FEET; THENCE NORTH 00°59'54" WEST 125.00 FEET; THENCE NORTH 88°39'06" EAST 215.00 FEET TO A POINT ON THE EAST LINE OF LOT 5, BLOCK 1, 121ST CENTER; THENCE NORTH 00°59'54" WEST ALONG SAID EAST LINE 190.01 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,199,132.74 SQ. FEET OR 27.528 ACRES.

BEARINGS BASED UPON THE RECORDED PLAT CHATEAU VILLAS, PLAT NO. 6671.

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS AND RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "RESIDENCES AT BOARDWALK", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA.

SECTION I. EASEMENTS AND UTILITIES

A. PUBLIC UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" DEPICTED ON THE ACCOMPANYING PLAT (THE "PLAT") OF THE RESIDENCES AT BOARDWALK, A SUBDIVISION OF THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA (THE "SUBDIVISION") FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE PROPERTY DEPICTED ON THE PLAT. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. WATER AND SEWER SERVICE

- THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON SUCH LOT.
- WITHIN THE UTILITY EASEMENTS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURES, INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE LOT OWNER'S EXPENSE.
- THE CITY OF BIXBY OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, ITS AGENTS OR CONTRACTORS.
- THE CITY OF BIXBY OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.

C. ELECTRIC AND COMMUNICATION UTILITIES

- OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE WEST AND NORTH PERIMETER UTILITY EASEMENT(S) SET FORTH IN THE PLAT AND IN THE PRIVATE RIGHT-OF-WAYS OF THE SUBDIVISION. EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE UTILITY EASEMENTS AND PRIVATE STREET RIGHTS OF WAY SHOWN ON THE PLAT.
- ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE UTILITY EASEMENTS AND PRIVATE STREET RIGHTS OF WAY SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH EASEMENTS AND PRIVATE STREET RIGHTS OF WAY.
- UNDERGROUND PRIMARY CABLE, SECONDARY CABLES, AND EQUIPMENT MAY BE INSTALLED ALONG A PATH AGREED BETWEEN THE APPLICABLE LOT OWNER AND THE SUPPLIER OF SERVICE, AND THEREAFTER THE SUPPLIER OF SERVICE SHALL BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 10 FOOT STRIP EXTENDING 5 FEET ON EACH SIDE OF SUCH PRIMARY OR SECONDARY CABLE, EXTENDING FROM THE POINT OF SOURCE TO EACH TRANSFORMER OR PIECE OF EQUIPMENT CABLES AND SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT- PROVIDED THAT UPON INSTALLATION OF SUCH A SERVICE CABLE OR SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS AND PRIVATE STREET RIGHTS OF WAY SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY IT, THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION AND OTHER ABOVE GROUND LINES SHALL ALSO HAVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT THAT CREATES A HAZARD FOR SUCH ABOVE GROUND LINES.
- EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION FACILITIES LOCATED ON SUCH LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, OR CABLE TELEVISION FACILITIES ON SUCH LOT. THE SUPPLIER OF SUCH UTILITIES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR HIS AGENTS OR CONTRACTORS.

D. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS

AND PRIVATE STREET RIGHTS OF WAY SHOWN ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE ON INSTALLING, MAINTAINING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

- EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY, WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, ITS AGENTS OR CONTRACTORS.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

E. RIGHTS OF INGRESS AND EGRESS

THE OWNER HEREBY RELINQUISHES RIGHTS OF INGRESS AND EGRESS TO AND FROM THE SUBDIVISION TO AND FROM SOUTH MEMORIAL DRIVE AND EAST 121st STREET SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "L.N.A." ON THE PLAT, EXCEPT AS MAY HEREINAFTER BE RELEASED, ALTERED OR AMENDED BY THE CITY OF BIXBY, OKLAHOMA OR ITS SUCCESSORS, OR AS IS OTHERWISE PROVIDED BY THE STATUTES OR LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

F. ACCESS EASEMENT

THE OWNER DOES HEREBY DEDICATE, CREATE AND DECLARE A THIRTY (30) FOOT MUTUAL ACCESS EASEMENT FOR THE BENEFIT OF LOTS 1 AND 2 UPON AND ACROSS THAT PORTION OF THE SUBDIVISION SHOWN ON THE PLAT AS 30' MUTUAL ACCESS EASEMENT LOCATED ON THE BOUNDARY LINE BETWEEN LOT 1 AND LOT 2.

SECTION II. RESERVE AREAS

A. RESERVE AREA 'A'

- THE OWNER DOES HEREBY DEDICATE, CREATE, ESTABLISH AND DECLARE A PERMANENT, NON-EXCLUSIVE PRIVATE STREET RIGHT-OF-WAY (R.O.W.) AND UTILITY EASEMENT OVER, THROUGH, UPON AND ACROSS THAT PORTION OF THE SUBDIVISION SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA 'A' THE STREET NAME FOR SAID RESERVE AREA 'A' SHALL BE "E. 123 ST. S."
- THE AREA IS HEREBY ESTABLISHED AS A MEANS OF INGRESS AND EGRESS TO, FROM AND BETWEEN THE LOTS WITHIN THE SUBDIVISION AND SUCH PRIVATE STREET RIGHT-OF-WAY SHALL BE FOR THE MUTUAL USE AND BENEFIT OF THE OWNERS OF EACH LOT IN THE SUBDIVISION, THEIR GRANTEEES, SUCCESSORS, ASSIGNS, TENANTS, GUESTS AND INVITEES AND SHALL BE APPURTENANT TO EACH LOT.

B. RESERVE AREA 'B'

- THE OWNER DOES HEREBY DEDICATE, CREATE, ESTABLISH AND DECLARE A PERMANENT, NON-EXCLUSIVE PRIVATE STREET RIGHT-OF-WAY AND UTILITY EASEMENT OVER, THROUGH, UPON AND ACROSS THAT PORTION OF THE SUBDIVISION SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA 'B' THE STREET NAME FOR SAID RESERVE AREA 'B' SHALL BE "S. 83RD EAST AVE."
- THE AREA IS HEREBY ESTABLISHED AS A MEANS OF INGRESS AND EGRESS TO, FROM AND BETWEEN THE LOTS WITHIN THE SUBDIVISION AND SUCH PRIVATE STREET RIGHT-OF-WAY SHALL BE FOR THE MUTUAL USE AND BENEFIT OF THE OWNERS OF EACH LOT IN THE SUBDIVISION, THEIR GRANTEEES, SUCCESSORS, ASSIGNS, TENANTS, GUESTS AND INVITEES AND SHALL BE APPURTENANT TO EACH LOT.

C. RESERVE AREA 'C'

THE OWNER DOES HEREBY DEDICATE, CREATE, ESTABLISH AND DECLARE A PERMANENT, NON-EXCLUSIVE DRAINAGE AND UTILITY EASEMENT OVER, THROUGH, UPON AND ACROSS THAT PORTION OF THE SUBDIVISION SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA 'C'. SAID EASEMENT IS ESTABLISHED IN ACCORDANCE WITH THE CONSTRUCTION PLANS FOR FRY DITCH TRIBUTARY 1 RE-CHANNELIZATION PROJECT.

D. RESERVE AREA 'D'

THE OWNER DOES HEREBY DEDICATE, CREATE, ESTABLISH AND DECLARE A PERMANENT, NON-EXCLUSIVE DRAINAGE, DETENTION POND, AND RECREATION EASEMENT OVER, THROUGH, UPON AND ACROSS THAT PORTION OF THE SUBDIVISION SHOWN ON THE PLAT AS RESERVE AREA 'D'.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

THE SUBDIVISION IS SUBJECT TO PLANNED UNIT DEVELOPMENT (PUD NO. 81) WHICH WAS APPROVED BY THE CITY OF BIXBY PLANNING COMMISSION ON MARCH 25, 2015, AND BY THE BIXBY CITY COUNCIL ON JUNE 22, 2015. PUD NO. 81(C) - MINOR AMENDMENT #4 WAS AFFIRMATIVELY APPROVED BY THE BIXBY CITY PLANNER ON FEBRUARY 18, 2022 (THE "PUD").

THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BIXBY ZONING CODE, REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, SUFFICIENT TO ASSURE THE IMPLANTATION AND CONTINUED COMPLIANCE WITH THE PUD, AND ANY AMENDMENTS THERETO, THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND DECLARE THAT THE SUBDIVISION IS SUBJECT TO THE RESTRICTIONS SET FORTH IN THE PUD FOR THE PURPOSE OF PROVIDING FOR AN 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.

SECTION IV. RESIDENCES AT BOARDWALK OWNERS' ASSOCIATION

A. OWNERS' ASSOCIATION

THE OWNER HAS FORMED THE "RESIDENCES AT BOARDWALK OWNERS ASSOCIATION, INC." (THE "ASSOCIATION") AS AN OKLAHOMA NOT-FOR-PROFIT CORPORATION. THE PURPOSE OF THE ASSOCIATION IS TO OWN, OPERATE, MANAGE, REPAIR, REPLACE AND MAINTAIN THE RESERVE AREAS AND IMPROVEMENTS THEREON SERVING OR BENEFITTING THE SUBDIVISION INCLUDING, WITHOUT LIMITATION, SIGNAGE, LANDSCAPING, STORM DRAINAGE, UTILITY SYSTEMS, SPRINKLER SYSTEMS, EASEMENT AREAS, RIGHTS-OF-WAY, TRAFFIC CONTROL EQUIPMENT, STREETS, FENCES, AND OTHER AMENITIES, AND TAKE SUCH OTHER ACTIONS NECESSARY TO KEEP SUCH RESERVE AREAS AND IMPROVEMENTS THEREON IN A GOOD STATE OF REPAIR AND ENHANCE THE VALUE, SECURITY, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP

EVERY LOT OWNER IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF ANY LOT IN THE SUBDIVISION. MEMBERSHIP IN THE ASSOCIATION SHALL BE EFFECTIVE AS OF THE DATE OF RECORDING OF A DEED TO A LOT.

C. MASTER DECLARATION; INCONSISTENCIES

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE COVENANTS, RESTRICTIONS AND EASEMENTS ESTABLISHED BY THIS DEED OF DEDICATION INCLUDING THE OPERATION OF THE ASSOCIATION MAY BE FURTHER DEFINED IN AND SHALL BE SUBJECT TO THE TERMS, CONDITIONS, RESTRICTIONS AND LIMITATIONS OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS FOR THE SUBDIVISION TO BE FILED IN OFFICE OF THE TULSA COUNTY CLERK (AS AMENDED, RESTATED, SUPPLEMENTED AND REPLACED FROM TIME TO TIME, THE "MASTER DECLARATION"), AND ANY AND ALL RULES, REGULATIONS, GUIDELINES, CRITERIA AND OTHER REQUIREMENTS CONTAINED THEREIN OR PROMULGATED THEREUNDER. SOME OR ALL OF THE RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF OWNER UNDER THIS DEED OF DEDICATION SHALL BE DELEGATED TO, ASSUMED BY AND/OR REGULATED BY THE ASSOCIATION AND/OR OTHER REGIME ESTABLISHED OR OTHERWISE RESPONSIBLE UNDER THE MASTER DECLARATION FOR THE GOVERNANCE OF THE LOTS AND PROPERTY WITHIN THE SUBDIVISION OR CERTAIN PORTIONS THEREOF, EITHER IN CONJUNCTION WITH OR IN LIEU OF ANY OTHER LOT OWNERS, TO FACILITATE THE OWNERSHIP, DEVELOPMENT, MAINTENANCE, MANAGEMENT, OPERATION AND USE OF THE SUBDIVISION OR THE APPLICABLE PORTION THEREOF. IN ADDITION, TO THE EXTENT THAT THE TERMS AND/OR CONDITIONS OF THIS DEED OF DECLARATION ARE INCONSISTENT IN ANY WAY WITH THE TERMS AND/OR CONDITIONS OF THE MASTER DECLARATION, THEN AS AMONG THE OWNERS OF THE LOTS IN THE

SUBDIVISION THE TERMS AND/OR CONDITIONS OF THE MASTER DECLARATION SHALL PREVAIL AND GOVERN.

SECTION V. MISCELLANEOUS

A. ENFORCEMENT

- THE COVENANTS SET FORTH IN SECTION I SHALL BE ENFORCEABLE BY THE ASSOCIATION, THE CITY OF BIXBY OR ITS SUCCESSORS, THE SUPPLIER'S OF UTILITIES TO THE SUBDIVISION OR ANY OWNER OF A LOT IN THE SUBDIVISION.
- THE COVENANTS SET FORTH IN SECTION III SHALL BE ENFORCEABLE BY THE ASSOCIATION, THE CITY OF BIXBY OR ITS SUCCESSORS, OR ANY OWNER OF A LOT IN THE SUBDIVISION.
- THE COVENANTS SET FORTH IN THE OTHER SECTIONS OF THIS DEED OF DEDICATION SHALL BE ENFORCEABLE BY THE ASSOCIATION OR ANY OWNER OF A LOT IN THE SUBDIVISION.

B. DURATION

THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS GRANTEEES, TRANSFERREES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER THE SAME FOR A PEROD OF THIRTY (30) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION. AFTER WHICH TIME, SUCH COVENANTS SHALL BE AUTOMATICALLY EXTENED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THIS DEED OF DEDICATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS IN THE SUBDIVISION; PROVIDED, HOWEVER, ANY AMENDMENTS OR TERMINATIONS EFFECTING (1) SECTION I OR SECTION III OR (2) THE CITY OF BIXBY'S RIGHTS UNDER THIS SECTION V, MUST ALSO BE APPROVED BY THE CITY OF BIXBY OR ITS SUCCESSORS.

D. SEVERABILITY

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

IN WITNESS WHEREOF, BIXBY LAND RESOURCES GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY AND RESIDENCES AT BOARDWALK, LP, AN OKLAHOMA LIMITED PARTNERSHIP, HAVE EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2022.

BIXBY LAND RESOURCES GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
KEVIN JORDAN, MANAGER

RESIDENCES AT BOARDWALK, LP, AN OKLAHOMA LIMITED PARTNERSHIP

BY: BLACK GOLD PARTNERS I, LLC, ITS GENERAL PARTNER

BY: _____
KEVIN JORDAN, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2022, PERSONALLY APPEARED KEVIN JORDAN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS MANAGER OF BIXBY LAND RESOURCES GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY AND AS MANAGER OF BLACK GOLD PARTNERS I, LLC, GENERAL PARTNER OF RESIDENCES AT BOARDWALK, LP, AN OKLAHOMA LIMITED PARTNERSHIP, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANIES, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

S. ASHLEY MCCARTY

MY COMMISSION EXPIRES: 8/13/2026
MY COMMISSION NUMBER: 18008059



CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, 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 "RESIDENCES AT BOARDWALK", 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 MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2022, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2026
MY COMMISSION NUMBER: 14005589



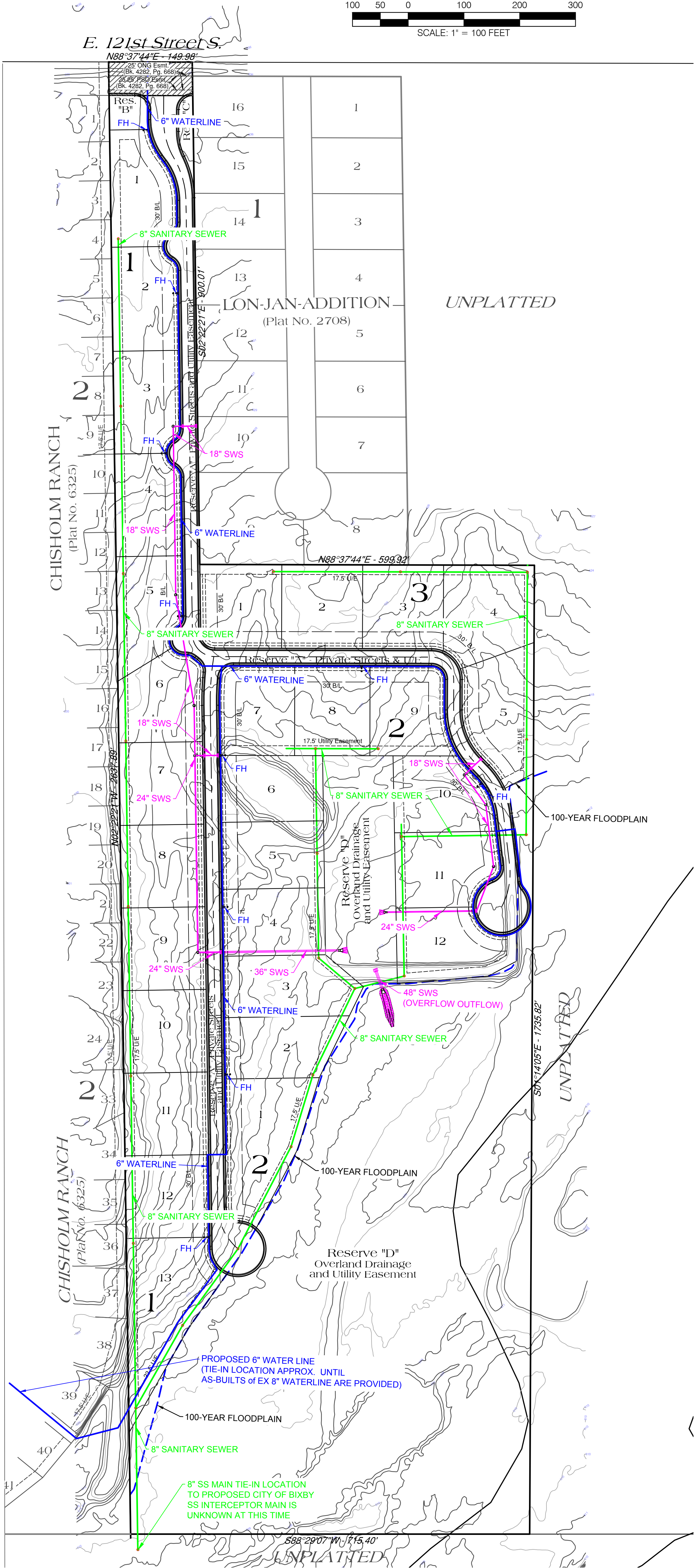
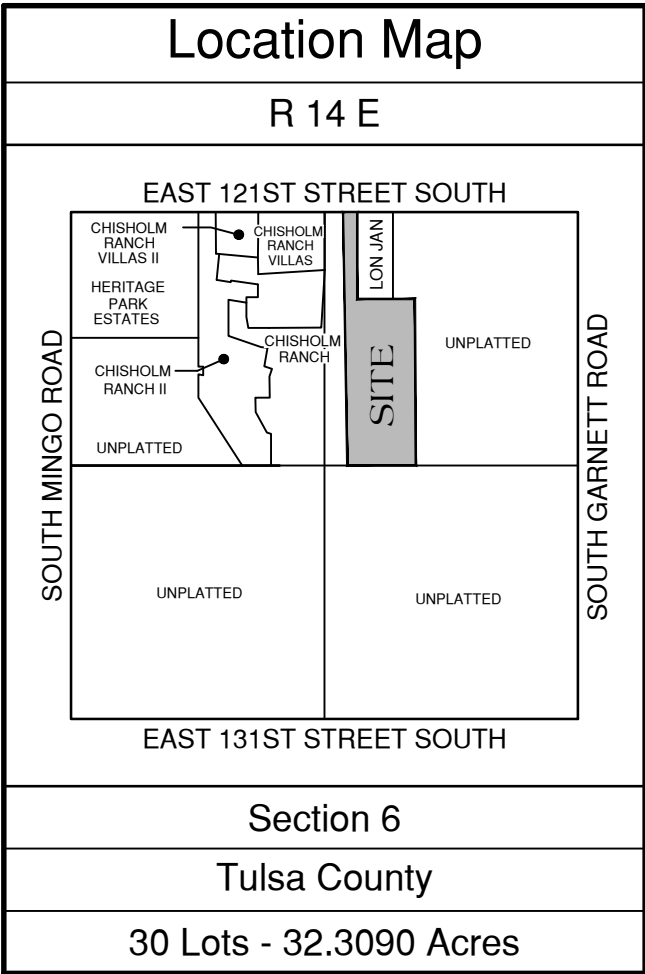
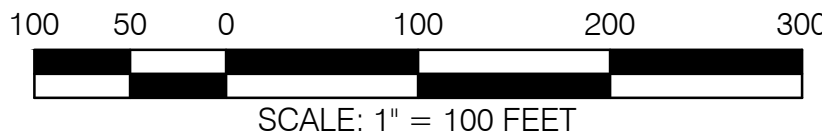
OWNER/DEVELOPER
C & C Development Group, L.L.C.
an Oklahoma Limited Liability Company
P.O. Box 265
Jenks, Oklahoma 74037
918.260.6578

ENGINEER / SURVEYOR
Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
918.252.9621
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2023

Conceptual Public Utility Plan

The Reserve at Cedar Ridge

A subdivision in the City of Bixby, being a part of the NE/4 of Section 6, Township 17 North, Range 14 East, of the Indian Base and Meridian, Tulsa County, State of Oklahoma



No.	Delta	Radius	Length	Chord Bearing	Chord Length
C1	90°00'01"	25.00'	39.27'	S 43°37'43" W	35.36'
C2	26°11'04"	100.00'	45.70'	S 14°27'48" E	45.30'
C3	25°16'08"	175.00'	77.18'	S 15°00'24" E	76.56'
C4	88°59'55"	25.00'	38.83'	S 46°52'19" E	35.05'
C5	90°00'00"	55.00'	86.39'	S 46°22'16" E	77.78'
C6	44°12'15"	120.00'	92.58'	S 23°28'24" E	90.30'
C7	37°09'24"	150.00'	97.28'	S 26°59'49" E	95.58'
C8	33°07'38"	25.00'	14.45'	S 24°58'56" E	14.25'
C9	289°52'36"	50.00'	252.97'	N 76°36'27" W	57.45'
C10	76°44'59"	25.00'	33.49'	N 29°57'22" E	31.04'
C11	37°09'24"	120.00'	77.82'	N 26°59'49" W	76.46'
C12	44°12'15"	150.00'	115.73'	N 23°28'24" W	112.88'
C13	90°00'00"	25.00'	39.27'	N 46°22'16" W	35.36'
C14	85°27'10"	25.00'	37.29'	S 45°54'09" W	33.92'
C15	05°32'55"	485.00'	46.97'	S 00°24'07" W	46.95'
C16	86°10'39"	25.00'	37.60'	S 45°27'40" E	34.16'
C17	266°10'39"	50.00'	232.28'	S 44°32'20" W	73.03'
C18	05°32'55"	515.00'	49.87'	N 00°24'07" E	49.85'
C19	60°00'54"	25.00'	26.19'	N 26°49'53" W	25.01'
C20	05°54'25"	55.00'	5.67'	N 53°53'08" W	5.67'
C21	43°47'36"	25.00'	19.11'	N 72°49'44" W	18.65'
C22	152°19'14"	25.00'	66.46'	N 18°33'55" W	48.55'
C23	59°58'03"	25.00'	26.17'	N 27°36'41" E	24.99'
C24	60°00'00"	25.00'	26.18'	N 32°22'21" W	25.00'
C25	120°00'00"	25.00'	52.36'	N 02°22'21" W	43.30'
C26	60°00'00"	25.00'	26.18'	N 27°37'39" E	25.00'
C27	60°00'00"	25.00'	26.18'	N 32°22'21" W	25.00'
C28	120°00'00"	25.00'	52.36'	N 02°22'21" W	43.30'
C29	60°00'00"	25.00'	26.18'	N 27°37'39" E	25.00'
C30	30°35'25"	120.00'	74.54'	N 20°10'03" W	75.35'
C31	36°35'30"	110.00'	70.25'	N 19°40'02" W	69.06'
C32	90°00'00"	25.00'	39.27'	N 46°22'16" W	35.36'

No.	Bearing	Distance	No.	Bearing	Distance
L1	S 01°27'16" E	39.26'	L9	N 37°57'46" W	11.98'
L2	S 01°22'16" E	54.51'	L10	N 01°22'16" W	18.11'
L3	S 45°34'31" E	20.68'	L11	N 88°37'44" E	45.80'
L4	N 45°34'31" W	20.68'	L12	N 60°32'13" E	57.83'
L5	N 01°22'16" W	54.51'	L13	S 00°15'37" E	56.16'
L6	S 03°10'34" W	2.12'	L14	S 60°57'56" W	57.22'
L7	N 03°10'34" E	9.90'			
L8	N 02°22'21" W	38.92'			

FINAL PLAT
CERTIFICATE OF APPROVAL

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

ON _____
BY _____
MAYOR-VICE MAYOR

THIS APPROVAL IS VOID IF NOT ENDORSED BY THE CITY MANAGER OR CITY CLERK

BY _____
CITY MANAGER-CITY CLERK

OWNER/DEVELOPER

TCGH, L.L.C.
an Oklahoma Limited Liability Company
6122 South Memorial Drive
Tulsa, Oklahoma 74113
918.527.9120

ENGINEER / SURVEYOR

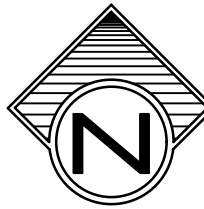
Tulsa Engineering & Planning Associates, Inc.
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9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2023

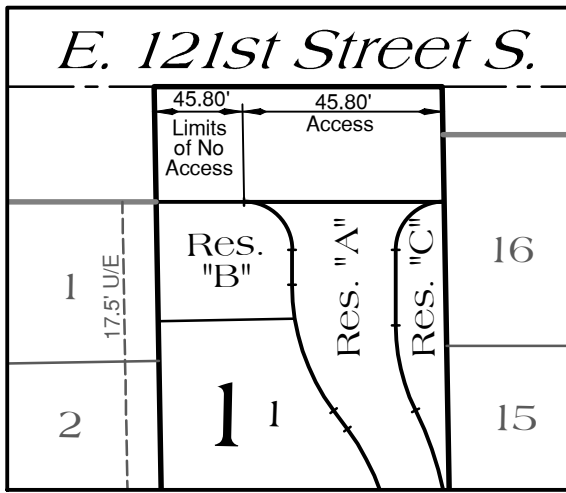
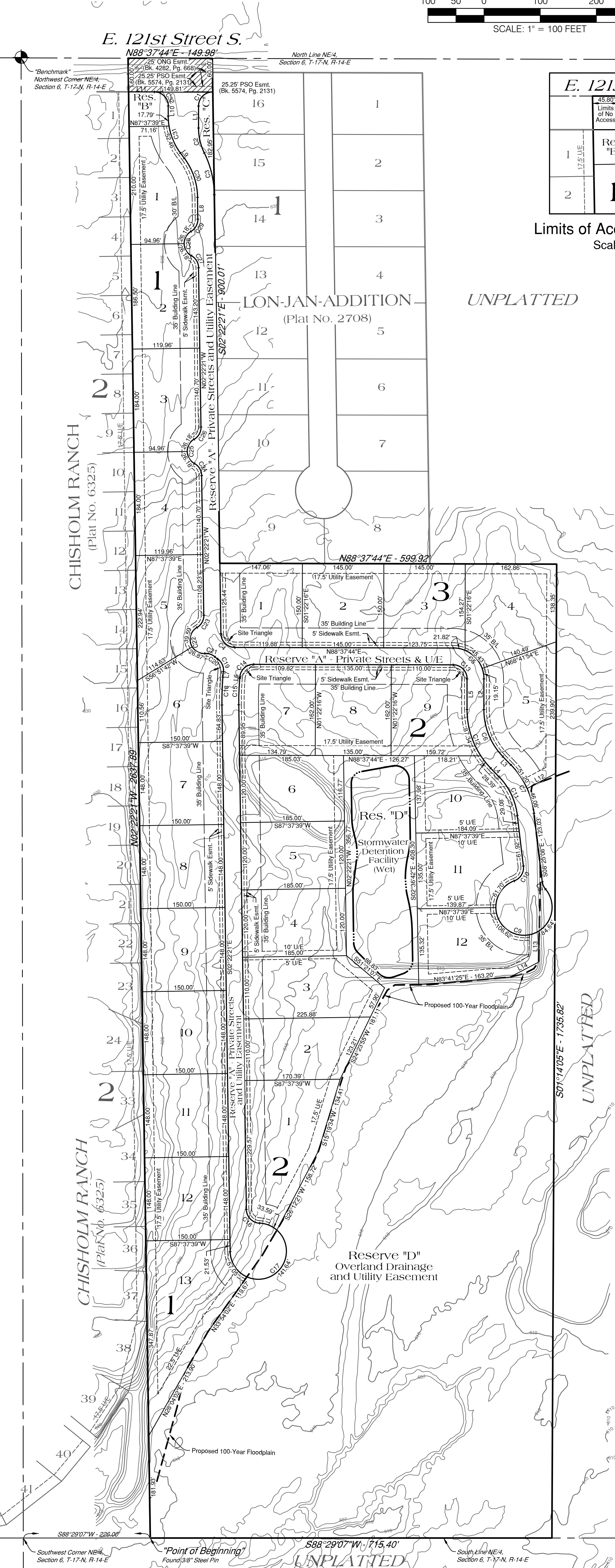
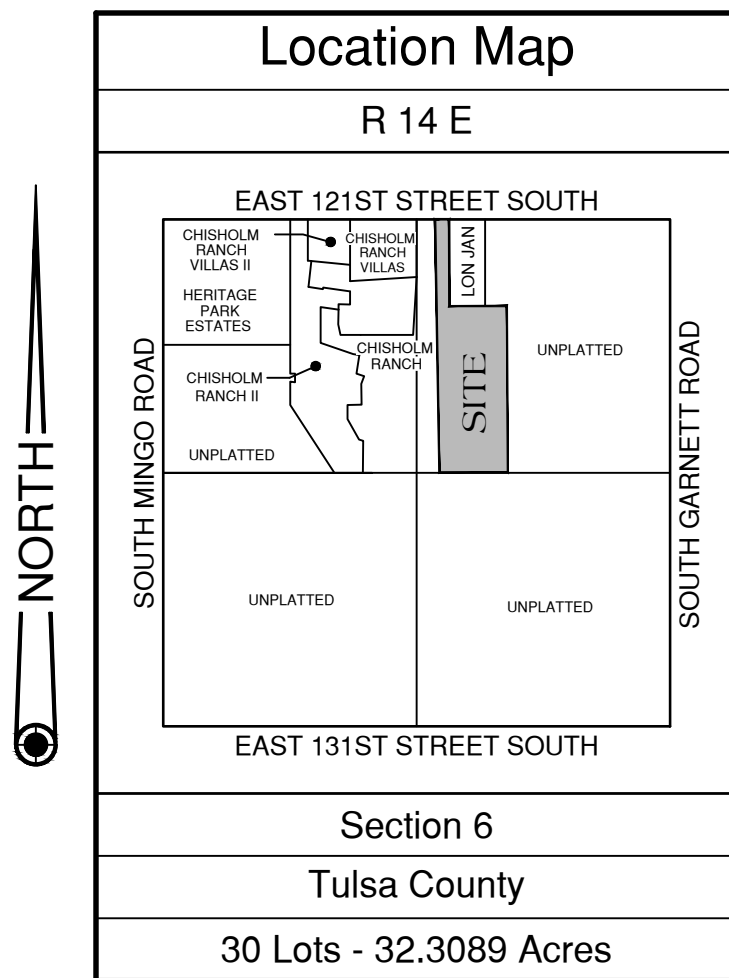
Planned Unit Development No. XXX

The Reserve at Cedar Ridge

A subdivision in the City of Bixby, being a part of the NE/4 of
Section 6, Township 17 North, Range 14 East,
of the Indian Base and Meridian, Tulsa County, State of Oklahoma



100 50 0 100 200 300
SCALE: 1" = 100 FEET



Limits of Access/Entry Detail
Scale: 1"=100'

Legend

B/L	=	Building Line	Esmt.	=	Easement
B/L & U/E	=	Building Line and Utility Easement	L.N.A.	=	Limits of No Access
	=	Right-of-Way dedicated by this plat.	Res.	=	Reserve
			S.F.	=	Square Feet
			U/E	=	Utility Easement

Monument Notes

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "CA 531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "CA 531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomical basis of bearings is the north line of the NE/4 of Section 6, Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, as being North 88°37'44" East.

Coordinate System

All coordinates and distances shown on this plat are measured in U.S. Survey Feet and based on the Oklahoma State Plane Coordinate System. To determine ground distance multiply distance shown on plat by the combined scale factor of 1.00013646.

Benchmark

A 5/8" Steel Pin at the NW Corner of the NE/4 of Section Six (6), Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof

Elevation = 636.77 NAVD 1988

Backflow Preventer Valve

If the actual finished floor elevation is lower than one (1) foot above the upstream sanitary sewer manhole top of rim elevation, it shall be the builder's responsibility to install a backflow preventer valve near the building. The builder is responsible to comply with all city ordinances regarding the installation of any required backflow preventer valve.

Lot Areas

Lot #/ Block #	Area (Acres)	Lot #/ Block #	Area (Acres)
L1/B1	0.50	L5/B2	0.51
L2/B1	0.50	L6/B2	0.50
L3/B1	0.49	L7/B2	0.50
L4/B1	0.49	L8/B2	0.50
L5/B1	0.50	L9/B2	0.51
L6/B1	0.50	L10/B2	0.51
L7/B1	0.51	L11/B2	0.54
L8/B1	0.51	L12/B2	0.55
L9/B1	0.51	L13/B3	0.50
L10/B1	0.51	L2/B3	0.50
L11/B1	0.51	L3/B3	0.50
L12/B1	0.51	L4/B3	0.61
L13/B1	0.79	L5/B3	0.59
L1/B2	0.72	Res. A'	2.50
L2/B2	0.50	Res. B'	0.10
L3/B2	0.58	Res. C'	0.07
L4/B2	0.51	Res. D'	13.25

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Length
C1	90°00'01"	25.00'	39.27'	S 43°37'43" W	35.36'
C2	26°11'04"	100.00'	45.70'	S 14°27'48" E	45.30'
C3	25°16'08"	175.00'	77.18'	S 15°00'24" E	76.56'
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Line Table

No.	Bearing	Distance	No.	Bearing	Distance
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L2	S 01°22'16" E	54.51'	L10	N 01°22'16" W	18.11'
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FINAL PLAT
CERTIFICATE OF APPROVAL

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

ON _____
BY _____

MAYOR-VICE MAYOR

THIS APPROVAL IS VOID IF NOT ENDORSED
BY THE CITY MANAGER OR CITY CLERK

BY _____
CITY MANAGER-CITY CLERK

The Reserve at Cedar Ridge

Date of Preparation: September 6, 2022 Page 1 of 3

THE RESERVE AT CEDAR RIDGE

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
PLANNED UNIT DEVELOPMENT NO. XXX

THE RESERVE AT CEDAR RIDGE is an area of distinctive landscape and natural beauty that is intended to afford the luxurious feel of country living in the city. It is the desire and intent to create a residential community in which such beauty shall be substantially preserved and enhanced by the creation and enforcement of Development Standards, such standards shall apply to all lots located THE RESERVE AT CEDAR RIDGE.

KNOW ALL MEN BY THESE PRESENTS:

The Reserve at Cedar Ridge, L.L.C., 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, to wit:

A tract of land contained within the Northeast Quarter (NE/4) of Section Six (6), Township Seventeen (17) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the southeast corner of "Chisholm Ranch", an addition to the City of Bixby, Tulsa County, State of Oklahoma, Plat No. 6325, as filed in the office of the Tulsa County Clerk;

Thence N 02°22'21" W, along the east line of said Plat No. 6325, a distance of 2637.89 feet to a point on the north line of said Northeast Quarter (NE/4), said point also being the northeast corner of said Plat No. 6325;

Thence N 88°37'44" E, along said north line, a distance of 149.98 feet to the northwest corner of "Lon-Jan-Addition", a subdivision in Tulsa County, State of Oklahoma, Plat No. 2708, as filed in the office of the Tulsa County Clerk;

Thence S 02°22'21" E, along the west line of said Plat No. 2708, a distance of 900.01 feet to the southwest corner thereof;

Thence N 88°37'44" E, along and on an extension of, the south line of said Plat No. 2708, a distance of 599.92 feet;

Thence S 01°14'05" E a distance of 1735.82 feet to a point on the south line of said Northeast Quarter (NE/4);

Thence S 88°29'07" W, along said south line, a distance of 715.40 feet to the "Point of Beginning";

Said tract contains 1,407,378 square feet or 32.3089 acres.

The non-astronomical basis of bearings is the north line of the Northeast Quarter (NE/4) of Section Six (6), Township Seventeen (17) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, as being North 88°37'44" East.

As Owner/Developer, we hereby certify that we have caused the above described land to be surveyed, divided, mapped, dedicated and access rights reserved as presented on the plat and has designated the subdivision as "THE RESERVE AT CEDAR RIDGE", a subdivision in the City of Bixby, Tulsa County, Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the right-of-way of East 121st Street South, as depicted on the accompanying plat, and does further dedicate for public use the utility easements as depicted on the accompanying plat as "U/E" or "Utility Easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves to itself, and to it's assigns, the right to use or delegate to others the right to use the designated easements and rights of way to provide any of the services set forth herein, including, but not limited to 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. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Bixby, Oklahoma, and by the supplier of any affected utility service, that within the 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 drives, parking areas, curbing, landscaping and customary screening fences and walls.

1.2. Underground Service

1.2.1 Street light poles or standards shall 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 street as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 Underground service cables and gas service lines to all structures which are located within the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot. Provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

1.2.3 The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have the right of access to all easement ways shown on the plat or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

1.2.4 The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

1.2.5 The foregoing covenants set forth in this sub-section 1.2 shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

1.3. Water, Sanitary, and Storm Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water, sanitary sewer, and storm sewer mains located on or in the lot.

1.3.2 Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in the contours existing upon the completion of the installation of a public water main, sanitary sewer main and storm sewer main or any construction activity which would interfere with public water, sanitary, and storm sewer mains, shall be prohibited. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water, sanitary or storm sewer main, all ground level appurtenances, including but not limited to, valve boxes, fire hydrants, manholes etc, will be adjusted to the new grade by the lot owner or at the lot owner's expense.

1.3.3 Sanitary sewer connections will be in the front of the lot unless otherwise provided for.

1.3.4 The City of Bixby or its successors shall be responsible for ordinary maintenance of public water, sanitary, and storm sewer mains, but the lot owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the lot owner, its agents, or contractors.

1.3.5 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 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 said underground water, sanitary or storm sewer facilities.

1.3.6 The foregoing covenants set forth in this Subsection 1.3 shall be enforceable by the City of Bixby or its successors, and the owner of the lot agrees to be bound thereby.

1.4 Gas Service

1.4.1 The supplier of gas service, through its agents and employees, shall at all times have the right of access to all such easements shown on the plat or as provided for in this deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

1.4.2 The owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner or the its agents or contractors.

1.4.3 The foregoing covenants set forth in this Subsection 1.4 shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.5 Surface Drainage

Each lot, per the approved grading plan, shall receive and drain in a non-obstructive manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public and private 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 their lot. The foregoing covenants set forth in this Subsection 1.5 shall be enforceable by any affected lot owner or by the City of Bixby.

1.6 Paving and Landscaping Within Easements

The owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of or maintenance to the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Bixby or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.7 Overland Drainage Easement

1.7.1 Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Bixby, Oklahoma, and plans and specifications approved by the Stormwater Manager of the City of Bixby, Oklahoma.

1.7.2 No fence, wall, building, or other obstruction may be placed or maintained in the overland drainage easement areas, nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Stormwater Manager of the City of Bixby, Oklahoma, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 ½) inches shall not require approval.

1.7.3 The overland drainage easement areas and facilities located therein shall be maintained by the owner of the lot upon which the overland drainage easement is located at the lot owner's cost in accordance with the standards prescribed by the City of Bixby, Oklahoma. In the event the owner of the lot over which an overland drainage easement is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the Homeowners Association to be formed pursuant to Section VI (hereinafter the "Homeowners Association") or the City of Bixby, Oklahoma may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner of the lot. In the event the owner of the lot fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, The Reserve at Cedar Ridge Homeowners' Association, Inc. or the City of Bixby, Oklahoma, whichever has completed the maintenance, may file of record a copy of the statement of costs and thereafter the costs shall be a lien against the lot of the owner. A lien established as above provided may be judicially foreclosed.

1.8 Reservation of Rights and Covenant as to Obstructions

The Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and 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 and to areas outside of the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Bixby, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping, that do not constitute an obstruction.

1.9 Limits of No Access

The undersigned owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East 121st Street South within the boundaries designated "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the City of Bixby, Oklahoma or its successors, or as otherwise provided by the statutes and laws of the State of Oklahoma. "Limits of No Access" shall be enforceable by the City of Bixby.

1.10 Reserve "A" - Private Streets

1.10.1 Reserve "A" as designated on the accompanying plat is herein dedicated as private streets for the common use and benefit of the owners of lots within THE RESERVE AT CEDAR RIDGE, their guests and invitees for the purpose of providing access to and from the various lots. The use of Reserve "A" shall be limited to use for private streets, open space, landscaping, entry features, subdivision identification signs, stormwater drainage collection and conveyance, and utilities and is reserved for subsequent conveyance to the Homeowners' Association to be formed pursuant to Section III and Section VI hereof, for the purposes of administration and maintenance of the private street and other common areas of the subdivision.

1.10.2 The Owner/Developer herein grants to the City of Bixby, Oklahoma, the United States Postal Service, any public utility providing utility service to the subdivision, and to any refuse collection service which provides service within the subdivision, the right to enter and traverse the private streets (Reserve "A") and to operate thereon all service, emergency and government vehicles, including but not limited to police and fire vehicles and equipment.

1.10.3 The Owner/Developer for itself and its successors herein covenants with the City of Bixby, which covenants shall run with the land and inure to the benefit of the City of Bixby and shall be enforceable by the City of Bixby to:

1.10.3.1 Construct and maintain street surfacing extending the full length of the private streets depicted within the accompanying plat, and meeting or exceeding the now existing standards for minor residential streets in the City of Bixby;

1.10.3.2 Prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental, specifically any fire vehicle from free usage of the private streets (Reserve "A").

1.10.3 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 registered professional engineer that the private streets were constructed in accordance with the standards above set forth, and the required certification shall be filed with the Bixby Planning Commission prior to the issuance of a building permit for any lot that derives its access from a private street.

1.10.4 The City of Bixby shall have no duty to maintain any private streets (Reserve "A") nor have any implied obligation to accept any subsequent tender of dedication of such private streets (Reserve "A").

SECTION II. RESERVE AREAS

2.1 Use of Land

2.1.1 Reserve Area "A" Reserve Area "A" shall contain, but not be limited to use for private streets, guest parking, access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "THE RESERVE AT CEDAR RIDGE" as set forth within Section III and VI hereof.

2.1.2 Reserve Areas "B", "C" and "D" Reserve Areas "B", "C" and "D" shall be used for open space, park, signage, landscaping, walls, fencing, sidewalks, drainage, recreation, overland drainage, stormwater drainage and detention facilities, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "THE RESERVE AT CEDAR RIDGE" as set forth within Section III and VI hereof.

2.2 All Reserves

2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the Homeowners' Association.

2.2.2 In the event the Homeowners' Association should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Bixby, Oklahoma, or its designated contractor may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.

2.2.3 In the event the Homeowners' Association fails to pay the cost of said 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, and thereafter the costs shall be a lien against each of the lots within the development, provided however, the lien against each residential lot shall be limited to 1/30 of the costs. This lien may be foreclosed by the City of Bixby, Oklahoma.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "THE RESERVE AT CEDAR RIDGE" was submitted as part of a planned unit development (designated as PUD NO. XXX) pursuant to Chapter 7 of the Zoning Code of the City of Bixby Code.

WHEREAS, the planned unit development provisions of the Bixby Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Bixby, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions

for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Bixby, Oklahoma.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants 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.

3.1 General Standards

The development of "THE RESERVE AT CEDAR RIDGE" shall be subject to the planned unit development provisions of the City of Bixby Zoning Code, as such provisions existed September 6, 2022, or as may be subsequently amended.

3.2 Use of Land:

Uses permitted by right in the RS-1 Zone District.

3.3 Minimum Lot Size: 20,000 sq. ft.

3.4 Minimum Lot Width: 120 feet

3.5 Minimum Building Setbacks:

Front Yard 35 feet
Rear Yard 20 feet
Side Yard 10/10 feet
Side Yard Abutting a Private Street 35 feet

3.6 Maximum Building Height: 48 feet

- Accessory Buildings 35 feet

3.7 Minimum Livability Space Per Lot* 10,000 SF*

* Livability space per lot may take into account and utilize common open space to satisfy the requirement, if necessary.

3.8 Other Bulk and Area Requirements As established in the RS-1 Zoning District

3.8 Floor Area of Dwelling

All dwellings shall have a minimum floor area of 4,000 square feet, measured "over masonry". Additionally, the first story of all two-story dwellings shall have a minimum of 3,000 square feet measured "over masonry".

3.10 Landscaping and Open Space

The Reserve Areas shown on the plat will be used for landscaping, entry features and signage, stormwater drainage and detention and open space. Additionally, much of Reserve Area "D" is located within the 100-year floodplain and is to remain in it's undisturbed and native state, protecting the existing, natural habitat. Stormwater Detention will be provided in the northern portion of Reserve "D" that is located outside of the 100-year floodplain. All Landscaping and Open Space will be provided in accordance with City of Bixby Zoning Code.

3.11 Lot Combinations

Lot combinations may be permitted, with the written approval of the he Reserve at Cedar Ridge Architectural Committee, to allow dwelling units to include multiple lots in order to allow a building to be built over lot lines, but does not allow for the building to encroach into a platted utility easement.

3.12 Homeowner' Association

The Reserve at Cedar Ridge Homeowners' Association, to be established, will have as its main objective, the maintenance of the private street system, landscaped entryways and reserve/open space areas. Membership in the The Reserve at Cedar Ridge Homeowners' Association will be mandatory for all lot owners.

Final documents for the The Reserve at Cedar Ridge Homeowners' Association will be included in the Deed of Dedication and Restrictive Covenants and will be on file in the Tulsa County Clerk's office, along with the Final Plat, and will include the maintenance agreement and other specific rights and requirements for association members.

SECTION IV. 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 conformity and compatibility of improvements therein.

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.

4.1 Use of Land

4.1.1 All lots within The Reserve at Cedar Ridge, excepting Reserves "A", "B", "C" and "D", shall be known and described as residential lots, and shall be used only for single-family residences.

THE RESERVE AT CEDAR RIDGE

Date of Preparation: September 6, 2022 Sheet 2 of 3

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