

AGENDA
JENKS PLANNING COMMISSION
6:00 P.M. THURSDAY, FEBRUARY 20, 2020
COUNCIL CHAMBERS, JENKS CITY HALL
211 NORTH ELM STREET, JENKS, OKLAHOMA 74037

I. CALL TO ORDER

II. ROLL CALL

III. REQUEST TO APPROVE MINUTES OF FEBRUARY 06, 2020

Documents:

[2020.02.06 PC MINUTES.PDF](#)

IV. BUSINESS

1. ROW-UEC 20-71: Request by Erik Enyart to close a 15-foot Utility Easement in Polly-T 2nd Addition for creation of new residential lots in Hickory Creek of Jenks

Documents:

[PC STAFF REPORT UEC 20-71.PDF](#)
[CASE MAP.PDF](#)
[PROPOSED RESIDENTIAL LOTS.JPG](#)
[POLLY T PLAT.PDF](#)
[HICKORY CREEK - FACE OF PRELIMINARY PLAT 12.12.17.PDF](#)
[HICKORY CREEK OF JENKS PRELIMINARY PLAT AND CONCEPTUAL UTILITIES.PDF](#)

2. JZ 20-650 PUD 83B1 - Request to approve minor amendment for PUD 83 Amended and PUD 83B to allow for a Bank and a new parking lot at Gateway Plaza

Documents:

[PC STAFF REPORT JZ 20-650 PUD 83B1.PDF](#)
[GATEWAY PLAT.PDF](#)
[PUD-83-B-1 - WITH EXHIBITS.PDF](#)

V. OTHER BUSINESS

1. Planning Updates

VI. ADJOURNMENT

MINUTES
JENKS PLANNING COMMISSION
6:00 P.M. THURSDAY, FEBRUARY 06, 2020
COUNCIL CHAMBERS, JENKS CITY HALL, 211 NORTH ELM STREET
JENKS, OKLAHOMA

The Jenks Planning Commission was called to order at 6:00 p.m. on February 06, 2020, at Jenks City Hall by Scott West. A roll call vote of members was taken as follows:

Present

John Brown
Scott West
Leon Davis
Craig Bowman
Travis Fulkerson
Chair Carol Minden

Late

David Randolph – Arrived at 6:10

Request to approve minutes of January 09, 2020. John Brown made a motion to approve the minutes. Travis Fulkerson seconded the motion. A roll call vote of members was taken as follows:

YEA: Brown, West, Davis, Bowman, Fulkerson, Minden

NAY: None

Motion carried.

Business

1. Request to recommend approval Ordinance No. 1502 Amending the Zoning Code by Amending Sections 950, 1330, 1340, 1530, 1704.2, and 1901 to provide for a standard processing fee, public notice publication fee and ordinance public fees where applicable to be paid at the time of application.

Chris Shrout stated that the City is pulling items 1 and 2 from the agenda, and that updates to fee schedule would happen in late spring instead.

Item pulled.

2. Request to recommend approval Ordinance No. 1503 Amending the City of Jenks City Code, Chapter 16 “Planning and Zoning”, Sections 16-2-8, 16-5-3, and 16-5-4, to remove reference to specific fee amounts and instead refer readers to the Zoning Code.

Item pulled.

City staff provided updates on various planning issues:

- Robert Carr gave an update on the search for a new City Planner
- Chris Shrout gave an update on an upcoming PUD amendment for Gateway Plaza that will be on February 20, 2020, agenda
- Chris Robinson gave an update a Utility Easement Closure in Hickory Creek that will be on the February 20, 2020, agenda
- Chris Shrout gave an update about a Temporary Use Permit application from TNT Fireworks
- Chris Robinson gave an update about a Utility Easement Closure in Jenks Landing II
- Chris Shrout gave an update about an inquiry from CORE Hospital to amend their Specific Use Permit to allow more parking.

David Randolph arrived at 6:10 p.m.

Adjournment. Travis Fulkerson made a motion to adjourn. John Brown seconded the motion. A roll call vote of members was taken as follows:

YEA: Brown, West, Davis, Bowman, Randolph, Fulkerson, Minden

NAY: None

Motion carried. The Jenks Planning Commission adjourned at 6:11 p.m.



Staff Report

To: Planning Commission

Hearing Date: February 20, 2020

Subject: UEC 20-71

Location: S Elwood Ave & W 111th St S

Attachments:

1. Location Map
2. Easement Closure Exhibit picture
3. Polly T 2nd Addition Plat
4. Hickory Creek – Face of Preliminary Plat overlaid with proposed closure
5. Hickory Creek of Jenks Preliminary Plat and Conceptual Utilities

Applicant:	Erik Enyart for Tanner Consultants
Action Requested:	Close a 15-foot wide utility easement to allow new residential lots
Current Zoning:	RS-3, PUD 108
Surrounding Zoning and Land Uses:	Single-family residences in AG

BACKGROUND

Hickory Creek of Jenks includes a portion of the Polly-T 2nd Addition on the north and previously undeveloped land south as shown on the Location Map. The 15-foot utility easement to be closed is located where the two plats are merged together on the southern perimeter of the Polly-T 2nd Addition. The current easement location was platted in 1977 (Plat #3681 Polly-T 2nd Addition) and underlies the new Hickory Creek plat.

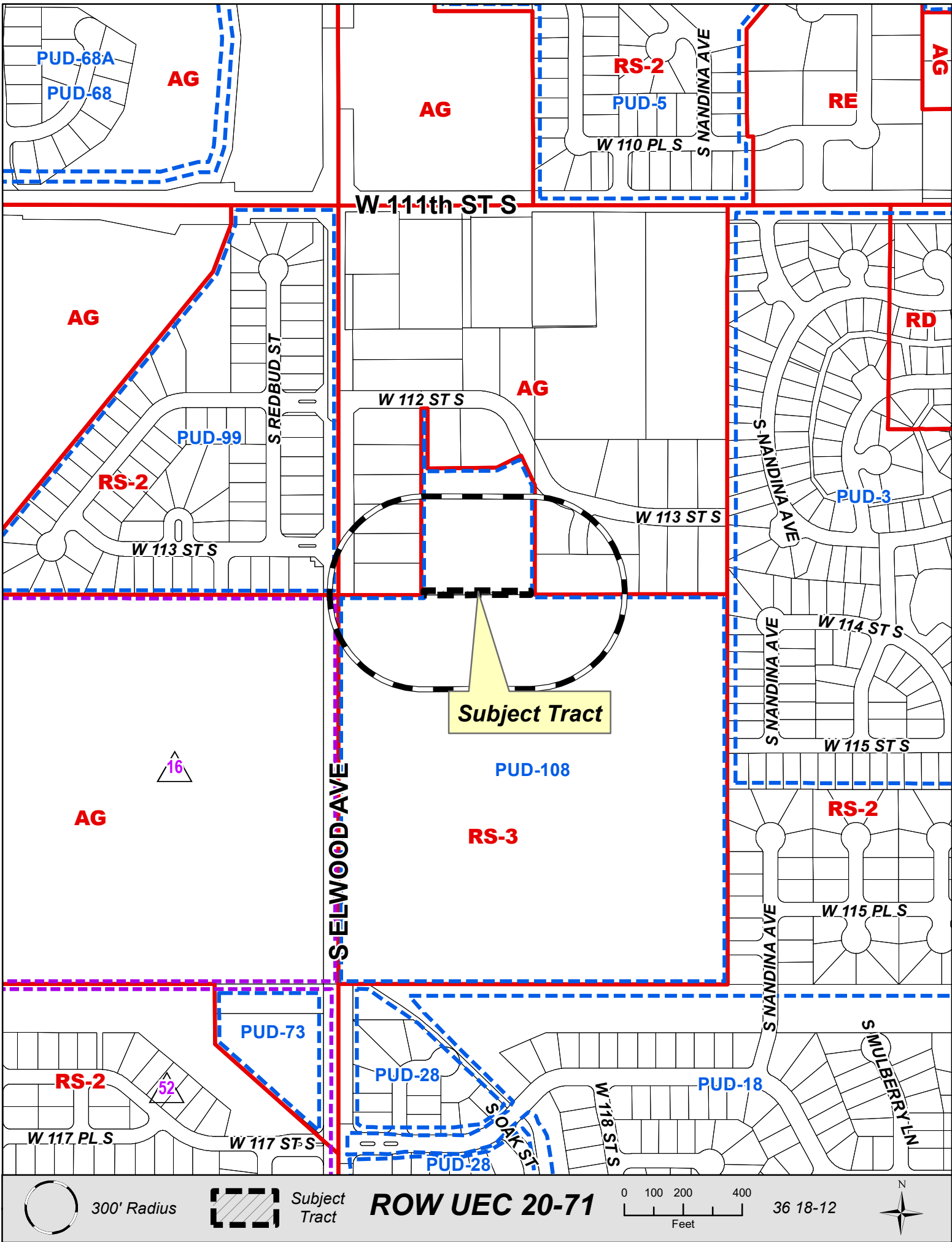
A Preliminary/Conditional Final Plat for Hickory Creek of Jenks was approved by the Planning Commission on January 25, 2018, and the Jenks City Council on February 19, 2018. As shown on the plat and conceptual utilities plan, the land included in the Polly-T 2nd Addition is to provide detention and some residential lots with a cul-de-sac.

STAFF EVALUATION

A Technical Advisory Committee meeting was held on February 11, 2020 to discuss this closure. City Engineering and Fire Department staff and representatives from Oklahoma Natural Gas and Public Service Company of Oklahoma were present. There were no existing utilities in the east-west portion of the easement (highlighted yellow on the exhibits) that would be impacted by the closure or anticipated to be needed in the future. No concerns were stated with closing the easement. The current north-south easements will remain, but will be wider than what are currently in place on the Polly-T plat to conform to current perimeter utility easement requirements and may contain existing utilities.

RECOMMENDATION

Staff recommends approval to close a 15-foot wide utility easement on the Polly-T 2nd Addition plat to allow new residential lots subject to the applicant obtaining a Judicial Vacation of the easement.





534197

Plot #3681

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved
by the Tulsa Metropolitan Area Planning
Commission on MAY 08 1976

Sandra D. Dumas
VICE CHAIRMAN - SECRETARY

This approval is void if this plat is not
filed in the office of the County Clerk on
or before MAY 31 1977

Roy J. Gordon
COUNTY ENGINEER

RECEIVED
NOV 24 1976

TULSA METRO. AREA
PLANNING COMM.

THE OKLAHOMA STATE DEPARTMENT OF HEALTH certifies

that this plat is approved for the construction

of Individual sewage disposal systems.

S. P. Gordon R.P.S. DATE 12-22-76

Tulsa City-County Health Department

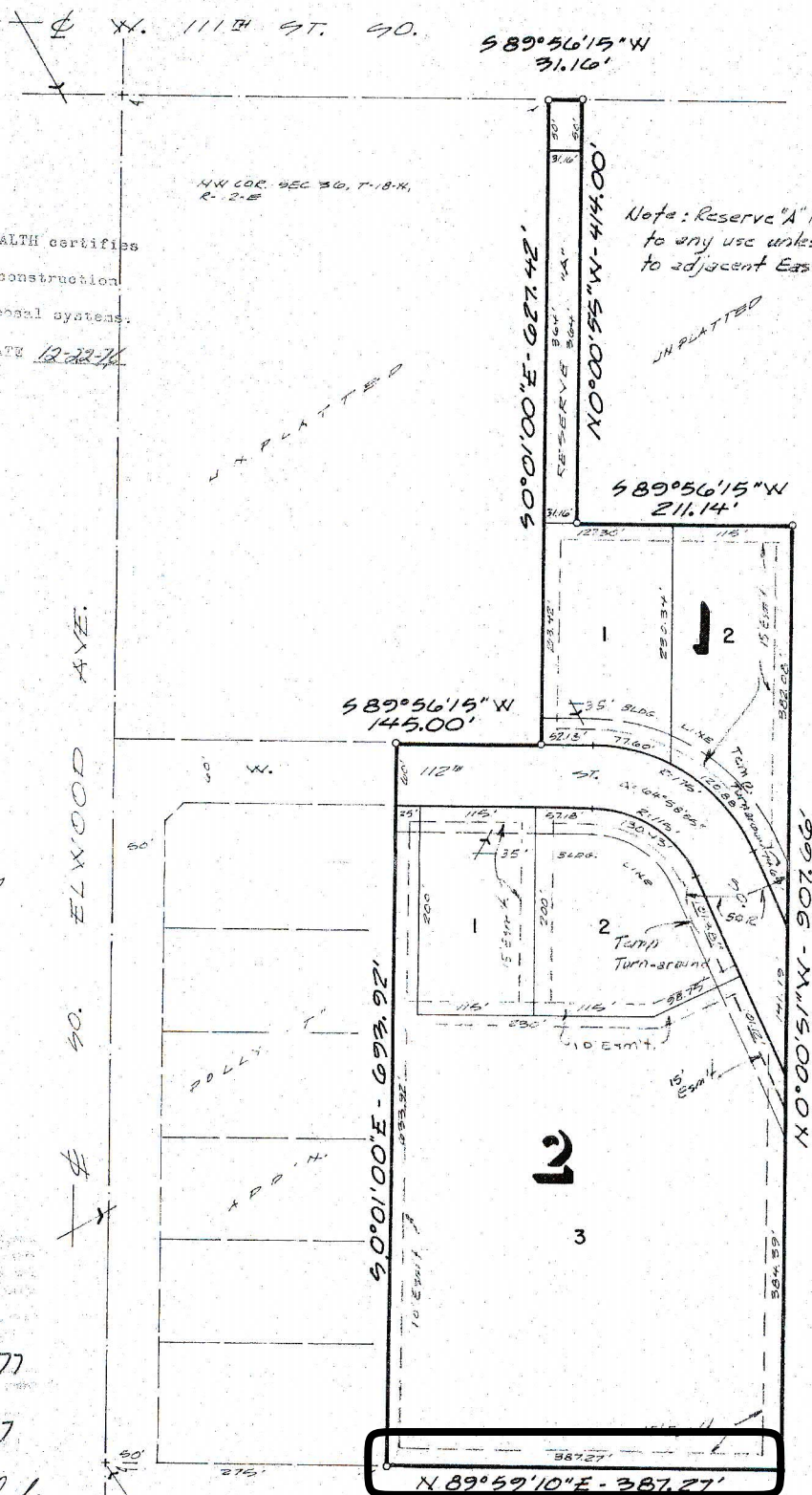
POLLY "T" 2ND ADDITION

A SUBDIVISION OF A PART OF THE NW 1/4 NW 1/4 OF
SECTION 36, TOWNSHIP 18 NORTH RANGE 12
EAST, TULSA COUNTY, OKLAHOMA.

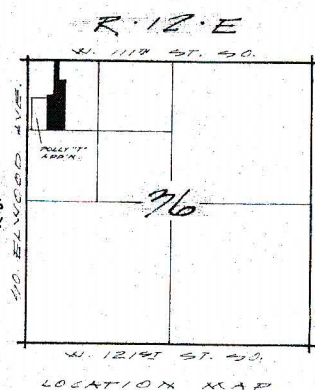
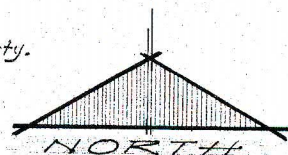
STATE OF OKLAHOMA
TULSA COUNTY
FILED - CORRED

JAN 21 AM 11 02

Jan Campbell
COUNTY CLERK



Note: Reserve "A" is restricted
to any use unless attached
to adjacent East or West property.



AC: 7.6577
Lots: 5

SCALE: 1"=100'

Note: Sewage disposal shall be approved
prior to construction by Tulsa City-
County Health Dept.

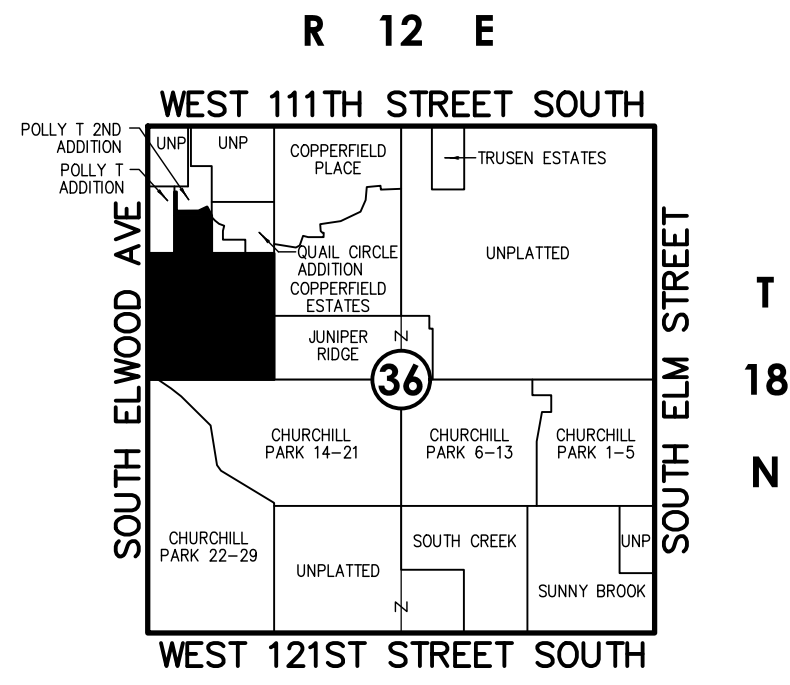
ENGINEER:
J-B ENGINEERING CO.
5927 E. 21ST ST. 90.
TULSA, OKLAHOMA 74135

OWNER:
EUGENE THOMASOK, AND
GEORGIA PAULINE THOMASOK, HIS WIFE
11245 NORTH ELWOOD AVENUE
JENKS, OKLAHOMA 74077

Preliminary Plat

Hickory Creek of Jenks

ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION THIRTY-SIX (36) TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN AND ALL OF LOT THREE (3), BLOCK TWO (2) "POLY T" 2ND ADDITION" (PLAT NO. 3681) A SUBDIVISION WITHIN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA



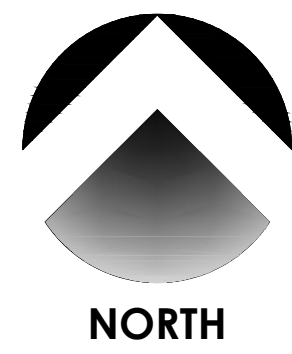
Location Map
Scale: 1"= 200'

LEGEND

B/L	BUILDING LINE	ESMT	EASEMENT
B/U	BUILDING LINE & UTILITY EASEMENT	GOVT	GOVERNMENT
BK PG	BOOK & PAGE	LNA	LIMITS OF NO ACCESS
CB	CHORD BEARING	ODE	OVERLAND DRAINAGE
CD	CHORD DISTANCE	RES.	RESERVE
CL	CENTERLINE	R/W	RIGHT-OF-WAY
Δ	DELTA ANGLE	U/E	UTILITY EASEMENT
DOC	DOCUMENT	9929	ADDRESS ASSIGNED
○	FOUND MONUMENT		
●	SET MONUMENT		

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2019
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

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



Scale: 1"= 100'
Tanner Consulting

SUBDIVISION CONTAINS:

ONE HUNDRED TWENTY (120) LOTS
IN TEN (10) BLOCKS
WITH SEVEN (7) RESERVE AREAS

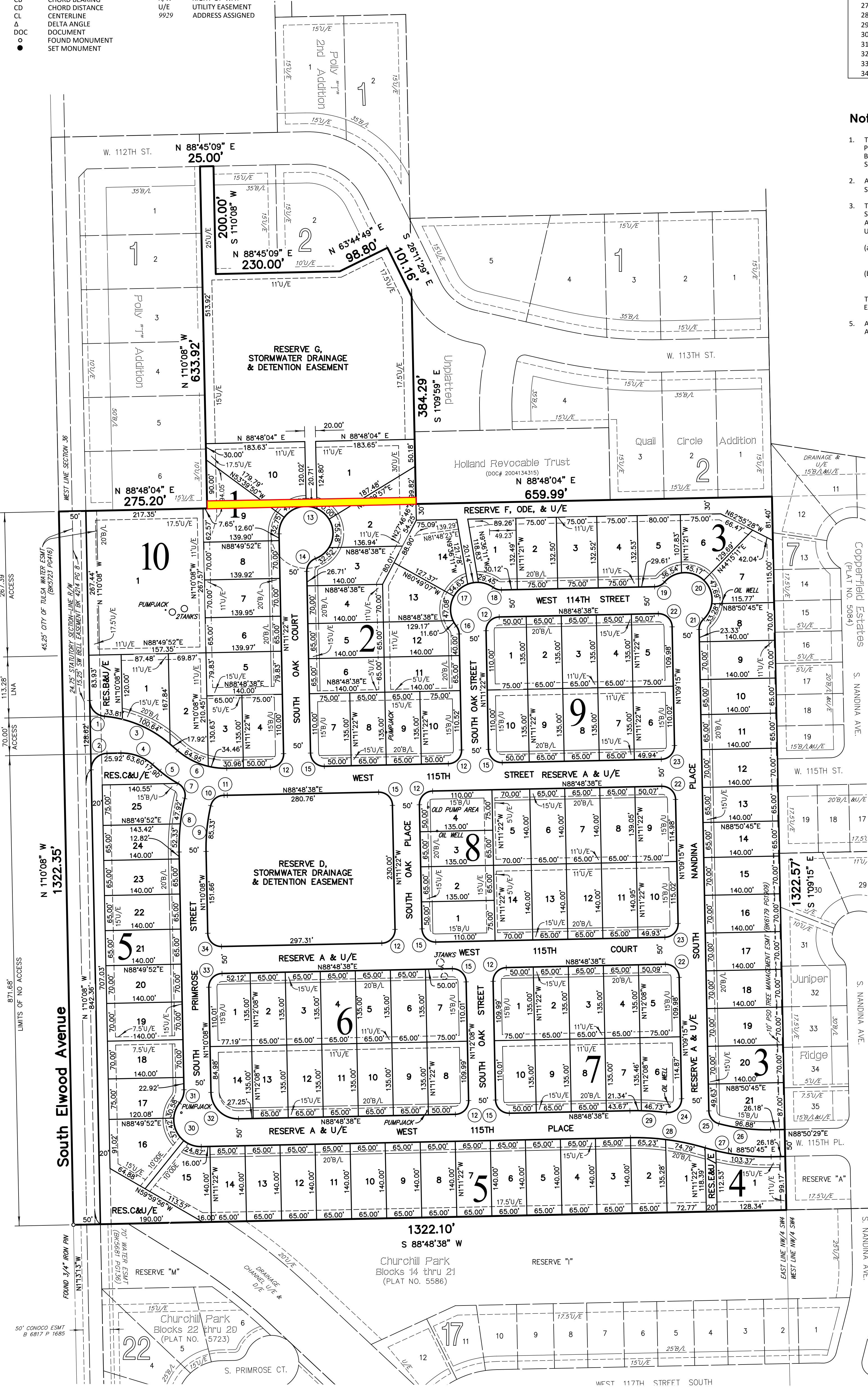
GROSS SUBDIVISION AREA: 44.156 ACRES

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD BRG(CB)	CHORD DIS(CD)
1	43.92'	30.00'	83°53'18"	N43°06'48"W	40.10'
2	47.12'	30.00'	90°00'00"	N43°49'52"E	42.43'
3	134.45'	213.64'	36°03'25"	N67°01'44"W	132.24'
4	63.60'	86.36'	42°11'43"	N70°05'04"W	62.18'
5	41.21'	185.00'	12°45'42"	N55°22'51"W	41.12'
6	99.41'	135.00'	42°11'22"	N70°05'41"W	97.18'
7	32.70'	25.00'	74°57'09"	N24°17'08"W	30.42'
8	100.25'	400.00'	14°21'35"	N6°00'39"E	99.99'
9	85.33'	350.00'	13°58'09"	N5°48'56"E	85.12'
10	33.68'	25.00'	77°11'59"	N51°24'00"E	31.19'
11	6.04'	185.00'	1°52'13"	N89°44'45"E	6.04'
12	39.27'	25.00'	90°00'00"	N43°48'38"E	35.36'
13	95.53'	50.00'	109°28'16"	N55°55'30"W	81.65'
14	30.77'	25.00'	70°31'44"	N34°04'30"E	28.87'
15	39.27'	25.00'	90°00'00"	N46°11'22"W	35.36'
16	16.09'	25.00'	36°52'12"	N19°37'27"W	15.81'
17	142.89'	50.00'	163°44'23"	N43°48'38"E	98.99'
18	16.09'	25.00'	36°52'12"	N72°45'16"W	15.81'
19	21.03'	25.00'	48°11'23"	N64°42'57"E	20.41'
20	151.48'	50.00'	173°35'08"	N46°10'18"W	99.84'
21	21.03'	25.00'	48°11'23"	N22°56'26"E	20.41'
22	39.29'	25.00'	90°02'06"	N46°10'18"W	35.37'
23	39.25'	25.00'	89°57'54"	N43°49'42"E	35.34'
24	42.66'	25.00'	97°45'46"	N47°43'38"E	37.67'
25	32.35'	25.00'	74°08'24"	N38°13'27"W	30.14'
26	96.88'	350.00'	15°51'36"	N83°13'27"W	96.57'
27	124.21'	400.00'	17°47'32"	N82°15'28"W	123.71'
28	140.02'	450.00'	17°49'38"	N82°16'32"W	139.45'
29	68.05'	500.00'	7°47'52"	N87°17'25"W	68.00'
30	113.00'	50.00'	129°29'24"	N26°26'40"W	90.44'
31	26.18'	38.00'	39°28'10"	N18°33'57"E	25.66'
32	78.56'	50.00'	90°01'13"	N46°10'45"W	70.72'
33	39.26'	25.00'	89°58'47"	N43°49'15"E	35.35'
34	39.28'	25.00'	90°01'13"	N46°10'45"W	35.36'

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
(a) FOUND 3/4" IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 36;
(b) FOUND 5/8" IRON PIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 36;
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°11'23" EAST.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH ELWOOD AVENUE BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT.



FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Jenks City Council on _____

MAYOR-VICE MAYOR

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

CITY MANAGER

Preliminary Plat

Hickory Creek of Jenks

ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION THIRTY-SIX (36) TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN AND ALL OF LOT THREE (3), BLOCK TWO (2) "POLLY T" 2ND ADDITION" (PLAT NO. 3681) A SUBDIVISION WITHIN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT JENKS LAND, LLC., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND ALL OF LOT 3, BLOCK 2, "POLLY T" 2ND ADDITION", A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) OF SAID SECTION 36, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 3681), TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4), THENCE NORTH 88°48'04" EAST AND ALONG THE NORTH LINE OF SAID SW/4 NW/4 AND ALONG THE SOUTH LINE OF BLOCK 1, "POLLY T" ADDITION", ACCORDING TO THE RECORDED PLAT THEREOF, COUNTY OF TULSA RECORDS (PLAT NO. 3626), FOR A DISTANCE OF 275.20 FEET TO A POINT AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, SAID "POLLY T" 2ND ADDITION"; THENCE ALONG THE BOUNDARY OF SAID LOT 3 FOR THE FOLLOWING SIX (6) COURSES, NORTH 1°10'08" WEST FOR A DISTANCE OF 633.92 FEET; THENCE NORTH 88°45'09" EAST FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 1°10'08" EAST FOR A DISTANCE OF 200.00 FEET; THENCE NORTH 88°45'09" EAST FOR A DISTANCE OF 230.00 FEET; THENCE NORTH 63°44'49" EAST FOR A DISTANCE OF 98.80 FEET; THENCE SOUTH 26°11'29" EAST FOR A DISTANCE OF 101.16 FEET; THENCE SOUTH 1°09'59" EAST FOR A DISTANCE OF 384.29 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID LOT 3; SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SW/4 NW/4; THENCE NORTH 88°48'04" EAST AND ALONG SAID NORTH LINE FOR A DISTANCE OF 659.99 FEET TO A POINT AT THE NORTHEAST CORNER OF SAID SW/4 NW/4; THENCE SOUTH 1°09'15" EAST AND ALONG THE EAST LINE OF SAID SW/4 NW/4 FOR A DISTANCE OF 1322.57 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID SW/4 NW/4; THENCE SOUTH 88°48'38" WEST AND ALONG THE SOUTH LINE OF SAID SW/4 NW/4 FOR A DISTANCE OF 1322.10 FEET TO A POINT AT THE SOUTHWEST CORNER OF SAID SW/4 NW/4; THENCE NORTH 1°10'08" WEST AND ALONG THE WEST LINE OF SAID SW/4 NW/4 FOR A DISTANCE OF 1322.35 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 1,923,448 SQUARE FEET OR 44.156 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83). SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- 3/4" IRON PIN FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 36;
- 5/8" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 36;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°11'23" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER/DEVELOPER HAS GIVEN TO SAID PLAT THE NAME OF "HICKORY CREEK OF JENKS", A SUBDIVISION WITHIN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "HICKORY CREEK OF JENKS" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE). NOW, THEREFORE, THE OWNER/DEVELOPER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER/DEVELOPER OR OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET, SOUTH ELWOOD AVENUE, AS DESIGNATED 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, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE, TELEVISION CABLE, AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATER LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPLACE WATER LINES AND STORM AND SANITARY SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER, STORM SEWER, AND SANITARY SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT. THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, 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, THAT NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE RIGHT-OF-WAY FOR SOUTH ELWOOD AVENUE AS DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE (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.
- EACH SUPPLIER OF ELECTRIC, COMMUNICATIONS, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS SHOWN 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, COMMUNICATIONS, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATIONS, 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 SAID OWNER'S AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, COMMUNICATIONS, OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

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

D. GAS SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GAS FACILITIES LOCATED ON SAID OWNER'S LOT.

- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A GAS MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS MAINS SHALL BE PROHIBITED.

- THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF GAS MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

- THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES.

- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT AND RESERVE AREA SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATER FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM INTERNAL AND ADJACENT STREETS AND EASEMENTS. NO LOT OR RESERVE AREA 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 SUCH OWNER'S LOT OR RESERVE AREA. NO LOT OR RESERVE AREA OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS THE OWNER'S LOT OR RESERVE AREA IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES, THE STATE OF OKLAHOMA, OR THE CITY OF JENKS. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREAS OWNER AND BY THE CITY OF JENKS, OKLAHOMA, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. OTHER USES

EACH LOT AND RESERVE AREA OWNER SHALL HAVE THE RIGHT TO USE THE UTILITY EASEMENTS SITUATED ON SUCH OWNER'S LOT OR RESERVE AREA IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF JENKS, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, OF THE RIGHTS GRANTED UNDER THIS DEDICATION.

H. OVERLAND DRAINAGE EASEMENTS

- THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

- DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF JENKS, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF JENKS, OKLAHOMA.

- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE ENGINEERING DEPARTMENT OF THE CITY OF JENKS, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE ENGINEERING AND CONSTRUCTION DEPARTMENT OF THE CITY OF JENKS, OKLAHOMA.

- DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENTS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES, REMOVAL OF OBSTRUCTIONS AND SILTATION, AND CUSTOMARY GROUNDS MAINTENANCE, IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA FAILS TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE UNAPPROVED ALTERATION OF GRADE THEREIN, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY SAID LOT OR RESERVE AREA OWNER. IN THE EVENT THE LOT OR RESERVE AREA OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF JENKS, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA.

- THE COVENANTS SET FORTH IN THIS SUBSECTION H SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT OR RESERVE AREA AGREE TO BE BOUND BY THESE COVENANTS.

SECTION II. RESERVE AREAS

A. GENERAL

- FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, ALL RESERVE AREAS ARE HEREBY DESIGNATED AND CREATED TO PROVIDE FOR CERTAIN PUBLIC PURPOSES AND PRIVATE USES AND IMPROVEMENTS AS FURTHER SPECIFIED HEREIN AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

- ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES SHALL BE THE RESPONSIBILITY OF OWNER THEREOF, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION BY THE OWNER/DEVELOPER TO THE ASSOCIATION. FROM AND AFTER SAID DATE, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE RESERVES AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES. SEE SECTION V FOR ADDITIONAL DETAILS AND REQUIREMENTS.

- IN THE EVENT THE OWNER OF ANY RESERVE AREA SHOULD FAIL TO PROPERLY MAINTAIN SUCH RESERVE AREA OR FACILITIES THEREON LOCATED AS HEREIN PROVIDED, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF.

- IN THE EVENT THE OWNER OF ANY RESERVE AREA SHOULD FAIL TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, 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 AND RESERVE AREAS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA; OR THE CITY OF JENKS OR THE JENKS PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNERS' WATER BILLS, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF JENKS.

- THE CITY OF JENKS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PURCHASE ANY AND ALL RESERVE AREAS FROM THE OWNER THEREOF IN THE EVENT: (A) A COUNTY TREASURER'S CERTIFICATE OF TAX SALE BY ASSIGNMENT CERTIFICATE (THE TAX CERTIFICATE) IS ISSUED BY THE COUNTY TREASURER OF TULSA COUNTY, OKLAHOMA, AS THE RESULT OF UNPAID REAL PROPERTY TAXES COVERING ANY OR ALL SUCH RESERVE AREAS OF "HICKORY CREEK OF JENKS"; AND (B) THE CITY OF JENKS BECOMES THE OWNER OF THE TAX CERTIFICATE OR REDEEMS THE TAX CERTIFICATE ACCORDING TO OKLAHOMA LAW.

- THE CITY OF JENKS SHALL HAVE SIXTY (60) DAYS AFTER SATISFACTION OF I.I.A.5(A) AND I.I.A.5(B) ABOVE, TO PURCHASE ALL RESERVE AREAS OF "HICKORY CREEK OF JENKS" FROM THE HOMEOWNERS' ASSOCIATION FOR THE SUM OF TEN DOLLARS (\$10.00). THE HOMEOWNERS' ASSOCIATION SHALL DELIVER A CONVEYANCE TO THE CITY UPON RECEIPT OF SAID PURCHASE PRICE.

B. RESERVE A

- RESERVE A, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED BY GRANT OF THE OWNER/DEVELOPER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN HICKORY CREEK OF JENKS, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF CONSTRUCTING PRIVATE STREETS PROVIDING ACCESS TO AND FROM PUBLIC STREETS, FOR PROVIDING DRAINAGE FACILITIES TO CONTROL STORMWATER RUNOFF, FOR UTILITIES AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING, SIGNAGE AND ENTRY FEATURES, LANDSCAPING, IRRIGATION, AND LIGHTING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, TO BE FORMED PURSUANT TO SECTION V. HEREOF FOR THE PURPOSES OF THE OWNERSHIP, ADMINISTRATION, AND MAINTENANCE OF THE PRIVATE STREETS, STORM SEWER FACILITIES AND OTHER COMMON AREAS OF THE SUBDIVISION. RESERVE A, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ADDITIONALLY DEDICATED AS A UTILITY EASEMENT.

- THE OWNER/DEVELOPER HEREBY GRANTS TO THE CITY OF JENKS, OKLAHOMA, THE UNITED POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO THE REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS WITHIN RESERVE A AND TO OPERATE THEREON ALL SERVICE, EMERGENCY, AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

- THE OWNER, FOR ITSELF, ITS SUCCESSORS, AND THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION V, HEREOF, HEREBY COVENANTS WITH THE CITY OF JENKS, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, TO:

- CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEPICTED WITHIN RESERVE A, AND MEETING OR EXCEEDING CITY OF JENKS DESIGN STANDARDS FOR A RESIDENTIAL PUBLIC STREET.
- PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER A PRIVATE STREET DEPICTED WITHIN RESERVE A WHICH WOULD INHIBIT ANY GOVERNMENTAL VEHICLE, INCLUDING BUT NOT LIMITED TO FIRE DEPARTMENT VEHICLES, FROM FREE USAGE OF THE PRIVATE STREETS.

- SECURE INSPECTION BY THE CITY OF JENKS, OKLAHOMA OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF JENKS, OKLAHOMA THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF JENKS, OKLAHOMA DECLINES TO INSPECT THE PRIVATE STREETS, CERTIFICATION SHALL BE SECURED FROM A LICENSED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE JENKS ENGINEERING DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

C. RESERVES B, C, E, AND F

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVES B, C, E, AND F ARE DESIGNATED AND CREATED TO PROVIDE FOR UTILITIES AND FOR PROVIDING FOR ENTRANCE SECURITY FACILITIES, FENCING, SIGNAGE AND ENTRY FEATURES, LANDSCAPING, IRRIGATION, LIGHTING, OPEN SPACE, PASSIVE AND ACTIVE RECREATION, NEIGHBORHOOD AMENITIES, AND OTHER USES AS DETERMINED BY THE OWNER/DEVELOPER AND APPROVED BY THE CITY OF JENKS ENGINEERING DEPARTMENT AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. RESERVES B, C, E, AND F, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY ADDITIONALLY DEDICATED AS UTILITY EASEMENTS.

D. RESERVES D AND G

- FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVES D AND G ARE DESIGNATED AND CREATED TO PROVIDE FOR STORMWATER DRAINAGE AND DETENTION AND NEIGHBORHOOD AMENITIES AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. SUCH NEIGHBORHOOD AMENITIES MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO: OPEN SPACE, PASSIVE AND ACTIVE RECREATION USES, PAVILION AND/OR OTHER PROTECTIVE STRUCTURES, PLAYGROUNDS, AND OTHER USES, STRUCTURES, AND IMPROVEMENTS AS DETERMINED BY THE OWNER/DEVELOPER AND APPROVED BY THE CITY OF JENKS ENGINEERING DEPARTMENT, PROVIDED SUCH STRUCTURES OR IMPROVEMENTS DO NOT CAUSE AN OBSTRUCTION OR IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE RESERVE AREAS.

- FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL, NON-EXCLUSIVE STORMWATER DRAINAGE AND DETENTION EASEMENTS ON, OVER AND ACROSS RESERVES D AND G AS DEPICTED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.

- THE STORMWATER DETENTION AND DRAINAGE FACILITIES CONSTRUCTED IN RESERVES D AND G SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF JENKS, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS ENGINEERING DEPARTMENT.

- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE RESERVES D OR G NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THESE RESERVE AREAS UNLESS APPROVED BY THE CITY OF JENKS ENGINEERING DEPARTMENT.

- RESERVES D AND G, AND THE FACILITIES THEREON LOCATED, SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

E. INDEMNIFICATION OF OWNER AND CITY

- EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF JENKS, OKLAHOMA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, LIABILITIES, AND DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS.
- EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES THAT THE OWNER/DEVELOPER AND THE CITY OF JENKS, OKLAHOMA SHALL NOT BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, HICKORY CREEK OF JENKS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. _____) AS PROVIDED WITHIN SECTIONS 900-970 OF CHAPTER 9, JENKS ORDINANCE (JENKS ZONING CODE), AS THE SAME EXISTED ON FEBRUARY 1, 1993, WHICH PUD NO. _____ WAS APPROVED BY THE JENKS PLANNING COMMISSION ON _____, AND BY THE COUNCIL OF THE CITY OF JENKS, OKLAHOMA ON _____; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE JENKS ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

Preliminary Plat
Hickory Creek
of Jenks

ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION THIRTY-SIX (36)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN
AND ALL OF LOT THREE (3), BLOCK TWO (2) "POLLY T" 2ND ADDITION" (PLAT NO. 3681)
A SUBDIVISION WITHIN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION (Continued)

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

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 JENKS, 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.

A. DEVELOPMENT STANDARDS

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RS-3 ZONING DISTRICT OF THE CITY OF JENKS ZONING CODE, SPECIFICALLY INCLUDING DETACHED SINGLE-FAMILY DWELLINGS, AND RECREATIONAL FACILITIES, NEIGHBORHOOD AMENITIES, AND OTHER SUCH USES CUSTOMARILY ACCESSORY TO USES PERMITTED IN THE RS-3 DISTRICT. EXISTING OIL EXTRACTION USES WHICH REMAIN UPON FILING A SUBDIVISION PLAT SHALL BE ALLOWED TO CONTINUE UNTIL DISCONTINUED BY AGREEMENT OF THE MINERAL OWNER.

MAXIMUM NUMBER OF LOTS: 150 LOTS
MINIMUM LOT WIDTH: 65 FT
MINIMUM LOT SIZE: 8,400 SF
MAXIMUM BUILDING HEIGHT: 35 FT *

OFF-STREET PARKING: MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.
MINIMUM LIVABILITY SPACE: 2,000 SF
MINIMUM YARD SETBACKS:
FRONT YARD: 20 FT
REAR YARD: 15 FT
SIDE YARD ABUTTING A PUBLIC STREET: 15 FT
SIDE YARD NOT ABUTTING A PUBLIC STREET: 5 FT **

* ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.
** A MINIMUM OF TEN (10) FEET SEPARATION MUST BE MAINTAINED BETWEEN ALL BUILDINGS.

B. GENERAL DEVELOPMENT STANDARDS

STREETS: HICKORY CREEK OF JENKS PROPOSES PRIVATE STREETS, TO BE PLACED WITHIN A RESERVE AREA FOR PRIVATE STREET RIGHT-OF-WAY, AND SHALL MAINTAIN A MINIMUM OF TWENTY-SIX (26) FEET OF PAVING. WHETHER PUBLIC OR PRIVATE, STREETS SHALL BE CONSTRUCTED TO MEET THE STANDARDS OF THE CITY OF JENKS FOR MINOR RESIDENTIAL STREETS. RESERVES FOR PRIVATE STREET RIGHT-OF-WAY ARE PROPOSED AT 50' IN WIDTH, BUT MAY BE REDUCED TO 30' WITH EASEMENTS FOR SIDEWALKS. MAINTENANCE OF PRIVATE STREETS WITHIN THIS DEVELOPMENT SHALL BE THE RESPONSIBILITY OF THE MANDATORY HOMEOWNERS' ASSOCIATION.

SIGNS: ONE (1) SUBDIVISION IDENTIFICATION SIGN SHALL BE PERMITTED ALONG THE SOUTH ELWOOD AVENUE FRONTAGE, NOT TO EXCEED THIRTY-FIVE (35) SQUARE FEET IN SIZE OR FIFTEEN (15) FEET IN HEIGHT. EACH OTHER ENTRANCE STREET SHALL BE PERMITTED ONE (1) SUBDIVISION IDENTIFICATION SIGN, NOT TO EXCEED TWENTY-FOUR (24) SQUARE FEET IN SIZE OR TEN (10) FEET IN HEIGHT. SIGNAGE SUPPORTING NEIGHBORHOOD AMENITIES, APPROPRIATE IN NUMBER AND SCALE, SHALL ALSO BE PERMITTED WITHIN THE SUBDIVISION.

FENCING: FENCING ALONG SOUTH ELWOOD AVENUE WILL CONSIST OF WOOD, MASONRY, OR ORNAMENTAL METAL MATERIAL, OR A COMBINATION THEREOF. FENCING WITHIN OTHER COMMON AREAS OF THE SUBDIVISION AND FENCING CONSTRUCTED BY INDIVIDUAL LOT OWNERS MAY CONSIST OF WOOD, MASONRY, OR ORNAMENTAL METAL MATERIAL, OR A COMBINATION THEREOF. WITHIN THE SUBDIVISION, NO BARBED WIRE, MESHED OR OTHER METAL FENCING SHALL BE ALLOWED, PROVIDED THAT FENCES WITHIN AND ALONG RESERVE AREAS MAY CONSIST OF SPLIT RAIL WITH VINYL-CLAD CHAIN LINK OR ORNAMENTAL IRON. NO FENCE OVER SIX (6) FEET IN HEIGHT SHALL BE PERMITTED UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE ESTABLISHED PURSUANT TO THE SUBDIVISION PLAT. A HOMEOWNERS' ASSOCIATION SHALL BE CREATED AND WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL FENCES WITHIN RESERVE AREAS AND/OR FENCE EASEMENTS. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCES ON CORNER LOTS SHALL BE SET BACK A MINIMUM OF 7.5 FEET FROM SIDE YARD LOT LINES ABUTTING A STREET.

LIVABILITY SPACE: LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 940.B OF THE JENKS ZONING CODE.

SECTION IV. PRIVATE COVENANTS

A. PURPOSE

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR MAINTAINING CONFORMITY FOR THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION, WITH THE SOLE EXCEPTION OF LOT 1, BLOCK 10.

B. DEVELOPMENT AND CONSTRUCTION STANDARDS

1. ARCHITECTURAL COMMITTEE:
 - a. AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY THE OWNER/DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION AND SOLD TO RESIDENTIAL USERS; THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE HOMEOWNERS' ASSOCIATION. PROVIDED, HOWEVER, THAT THE OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS' ASSOCIATION.
 - b. ARCHITECTURAL PLANS TO BE SUBMITTED AND APPROVED IN ACCORDANCE HEREWITH SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED OR SITUATED UPON ANY LOT IN THE SUBDIVISION:
 - (1) AN ACCURATE SITE PLAN; AND
 - (2) AN ACCURATE FLOOR PLAN; AND
 - (3) ALL EXTERIOR ELEVATIONS; AND
 - (4) THE COMPOSITION OF ALL ROOFING AND EXTERNAL BUILDING MATERIALS.

2. ALL LOTS SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL USE ONLY. NO LOT SHALL BE DIVIDED INTO TWO (2) OR MORE SEPARATE LOTS FOR THE PURPOSE OF ACCOMMODATING TWO (2) OR MORE SEPARATE OWNERS OR DWELLINGS.

3. EACH DWELLING SHALL HAVE AN ATTACHED GARAGE WITH STORAGE FACILITIES FOR AT LEAST TWO (2) CARS. DRIVEWAYS SHALL PROVIDE OFF-STREET PARKING SPACE FOR A MINIMUM OF TWO (2) CARS.

4. NO WHITE CHALK WALKS OR DRIVEWAYS WILL BE PERMITTED. MATERIALS MAY BE BRICK OR CONCRETE.

5. NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT IN THE SUBDIVISION WHICH EXCEEDS A HEIGHT OF MORE THAN TWO (2) STORIES EXCEPT AS DULY APPROVED BY THE ARCHITECTURAL COMMITTEE AND AS PERMITTED BY THE JENKS ZONING CODE.

6. ALL ROOFS WILL BE CONSTRUCTED WITH MATCHING DESIGNER 40 YEAR PLUS WEATHER-WOOD SHINGLES OR AS OTHERWISE DETERMINED AND APPROVED BY THE ARCHITECTURAL COMMITTEE.

7. ROOF FLASHING: EXPOSED ROOF FLASHING, SUCH AS VENT PIPES AND CHIMNEY COVERS, SHALL BE PAINTED, COLOR TO MATCH ROOF.

8. ROOF PITCH: NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 10/12 FOR SINGLE STORY AND 8/12 FOR BUILDINGS EXCEEDING ONE (1) STORY. PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION TO PERMIT A BUILDING HAVING A PORTION OF THE ROOF (NOT TO EXCEED 20% OF THE TOTAL ROOF) TO BE AT A PITCH OF LESS THAN REQUIRED HEREIN. THIS WAIVER IS PRIMARILY INTENDED FOR DORMERS AND BACK COVERED PATIOS.

9. ALL EXPOSED FOUNDATIONS SHALL BE OF BRICK OR STONE. NO CONCRETE BLOCKS, POURED CONCRETE, STEM WALLS, OR ANY OTHER FOUNDATION SHALL BE EXPOSED.

10. NO BUILDING OR PART THEREOF, EXCEPT OPEN PORCHES AND TERRACES, SHALL BE CONSTRUCTED AND MAINTAINED ON ANY LOT NEARER TO ANY PROPERTY LINE THAN THE BUILDING LINE ON THE PLAT. ALL BUILDINGS MUST FACE THE MOST RESTRICTIVE BUILDING LINE.

11. EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPES OF ANTENNA SHALL BE PROHIBITED, PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICES NOT EXCEEDING 20 INCHES IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE AND NOT VISIBLE FROM THE STREET VIEW OF THE DWELLING, AND THE SPECIFIC LOCATION OF THE SAME IS APPROVED BY THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

12. NO BUILDING, FENCE, WALL OR ANY TYPE OF STRUCTURE SHALL BE PLACED, BUILT, COMMENCED, ERECTED, MAINTAINED OR ALTERED UNTIL THE SPECIFICATIONS, PLOT PLAN, DRAINAGE AND GRADING PLANS AND OTHER NECESSARY INFORMATION SHALL HAVE BEEN SUBMITTED AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. IN APPROVING SUCH PLANS, SPECIFICATIONS, PLOT PLANS, DRAINAGE AND GRADING PLANS, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURES, THE MATERIAL OF WHICH IT IS TO BE BUILT, THE SITE UPON WHICH IT IS PROPOSED, THE HARMONY THEREOF WITH THE SURROUNDINGS, AND THE EFFECT OF THE BUILDING OR OTHER STRUCTURES AS PLANNED ON THE VIEW FROM THE ADJACENT OR NEIGHBORING PROPERTY. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF JENKS ORDINANCES AND BUILDING CODES.

13. NO RECREATIONAL VEHICLE, CAMPER, BOAT, OR TRAILER SHALL BE UTILIZED AS A TEMPORARY OR PERMANENT RESIDENCE.

14. NO STRUCTURE PREVIOUSLY ERECTED UPON ANOTHER SITE SHALL BE MOVED ONTO ANY LOT.

15. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

16. NO ANIMAL LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT. DOGS, CATS, AND OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE. NO EXOTIC ANIMALS AS DEFINED BY JENKS CITY CODES SHALL BE KEPT, BRED OR RAISED ON ANY LOT.

17. NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION, AND THEN THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

18. RECREATIONAL VEHICLES, BOATS, TRAILERS, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS.

19. NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED FREE OF RUBBISH, TRASH, AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

20. THE OWNER OF EACH LOT SHALL MAINTAIN THE SURFACE DRAINAGE, EITHER NATURAL OR ARTIFICIAL, OVER AND ACROSS SUCH OWNER'S LOT.

21. EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS, AND THE CITY SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY REASON OF THE DISCHARGE OF ANY STORM OR SURFACE WATER FROM A PUBLIC STREET OR EASEMENT ON AN ADJACENT LOT. NO 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 SUCH OWNER'S LOT.

22. THE FIRST FLOOR OF EACH DWELLING SHALL CONSIST OF 100% MASONRY, NOT INCLUDING WINDOWS AND BENEATH COVERED PORCHES.

23. ALL MAIL BOXES SHALL MATCH AND CONSTRUCTION MATERIALS SHALL BE DETERMINED BY THE ARCHITECTURAL COMMITTEE. NUMERIC STREET IDENTIFICATION LETTERING SHALL BE DISPLAYED AND BE CLEARLY IDENTIFIABLE FROM THE STREET.

24. MINIMUM SQUARE FOOTAGE: ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM OF 2,200 SQUARE FEET OF FINISHED HEATED LIVING AREA FOR SINGLE STORY OR A MINIMUM OF 2,600 SQUARE FEET FOR MORE THAN ONE (1) STORY.

25. NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE AT ANY TIME BE USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY. A TEMPORARY SALES TRAILER AND ONE TEMPORARY CONSTRUCTION TRAILER MAY BE PERMITTED FOR USE BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS 75% OF THE RESIDENTIAL LOTS HAVE BEEN SOLD.

26. CLOTHESLINES: EXPOSED CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED.

27. ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

28. LANDSCAPING: WITHIN 120 DAYS OF COMPLETION OF A HOME UPON A LOT IN THE SUBDIVISION, THE BUILDER SHALL BE RESPONSIBLE FOR SODDING ALL YARD AREAS (FRONT, SIDE AND REAR YARDS) OF THE LOT. ADDITIONALLY, EACH BUILDER SHALL PLANT THE EQUIVALENT WORTH OF \$1,500.00 IN LANDSCAPING MATERIALS (TREES, SHRUBS, BUSHES, GROUND COVER, ETC.) WITHIN THE FRONT YARD AREA OF EACH LOT UNDER THEIR OWNERSHIP WITHIN 120 DAYS OF COMPLETION OF HOME CONSTRUCTION, EXCLUSIVE OF SODDING AS DESCRIBED ABOVE. SUCH LOT LANDSCAPING SHALL INCLUDE A MINIMUM OF ONE (1) TREE, AT LEAST 2" IN DIAMETER, TO BE LOCATED IN THE FRONT YARD AREA AND OUTSIDE OF THE STREET RIGHT-OF-WAY.

29. OUTBUILDINGS: DETACHED STORAGE STRUCTURES ARE PROHIBITED.

30. FENCING:

- a. FENCING AND WALLS WITHIN LOTS SHALL BE A WOOD PRIVACY, MASONRY, OR ORNAMENTAL METAL MATERIAL. NO BARBED WIRE, MESHED OR OTHER METAL FENCING SHALL BE ALLOWED, PROVIDED THAT FENCES WITHIN AND ALONG RESERVE AREAS MAY CONSIST OF SPLIT RAIL WITH VINYL-CLAD CHAIN LINK OR ORNAMENTAL METAL OR OTHER SEMI-TRANSPARENT MATERIAL AS APPROVED BY THE ARCHITECTURAL COMMITTEE. NO FENCE OVER SIX (6) FEET TALL SHALL BE PERMITTED UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE AND THE CITY OF JENKS. FENCES SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCES ON CORNER LOTS SHALL BE SET BACK A MINIMUM OF 7.5 FEET FROM SIDE YARD LOT LINES ABUTTING A STREET.
- b. STANDARD WOOD PRIVACY FENCES, IF INSTALLED, SHALL COMPLY WITH ALL OTHER REQUIREMENTS HEREIN AND SHALL BE CONSTRUCTED OF WOOD POSTS, RAILS, AND PICKETS WITH "DOG EAR" TOP DETAIL. THE GOOD SIDE SHALL FACE THE STREET.

SECTION V. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE HICKORY CREEK OF JENKS HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT ENTITY (HEREIN SOMETIMES REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION"). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN IN HICKORY CREEK OF JENKS, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION. THE OWNER/DEVELOPER SHALL DISCHARGE MANAGEMENT CONTROL OF THE HOMEOWNERS' ASSOCIATION UPON OCCUPANCY OF 51% OF THE LOTS IN THE SUBDIVISION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE

APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT SHALL BECOME A LIEN ON THE LOT AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON ANY COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

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

F. REQUIRED MOWING OF VACANT LOTS

THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MOW ANY VACANT LOT WITHIN THE DEVELOPMENT 10 DAYS AFTER THE LOT OWNER HAS RECEIVED NOTICE FROM THE CITY OF JENKS CODE ENFORCEMENT DEPARTMENT THAT SAID LOT IS IN VIOLATION OF JENKS CITY CODE SECTION 13-1-13, ABATEMENT OF WEEDS AND TRASH. THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT TO ADD COSTS OF SAID MOWING TO SAID LOT OWNER'S HOMEOWNERS' ASSOCIATION DUES TO BE COLLECTED IN ACCORDANCE WITH PARAGRAPH C COVENANT FOR ASSESSMENTS.

SECTION VI. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES, SECTION II. RESERVE AREAS, SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION V.F. REQUIRED MOWING OF VACANT LOTS ARE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., III., AND V.F, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION IV. PRIVATE COVENANTS AND SECTION V. HOMEOWNERS' ASSOCIATION (EXCLUSIVE OF SUBSECTION SECTION V.F) SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION V. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, OR OWNERS OF ANY LOT WITHIN HICKORY CREEK OF JENKS SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, ANY OWNER OF A LOT, OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS SO DOING, OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS' ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THE COVENANTS CONTAINED HEREIN SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER/DEVELOPER, ITS GRANTEES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES, SECTION II. RESERVE AREAS, SUBSECTION V.F, AND THIS SECTION VI. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE JENKS PLANNING

COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF JENKS, OKLAHOMA. THE COVENANTS WITHIN SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED AT ANY TIME WITH 65 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHIN THE SUBDIVISION AND THE APPROVAL BY THE CITY OF JENKS PLANNING COMMISSION AND JENKS CITY COUNCIL. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD NO. ____ BY THE JENKS PLANNING COMMISSION, OR ITS SUCCESSORS, AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE JENKS PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE TULSA COUNTY CLERK. THE COVENANTS WITHIN SECTION IV. PRIVATE COVENANTS AND SECTION V. HOMEOWNERS' ASSOCIATION (EXCLUSIVE OF SUBSECTION V.F) MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 65 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHIN THE SUBDIVISION WITHOUT APPROVAL FROM THE CITY OF JENKS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

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

IN WITNESS WHEREOF, THE OWNER/DEVELOPER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS ____ DAY OF _____, 2018.

JENKS LAND, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
MIKE WALLACE, MANAGER

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 _____, 2018, PERSONALLY APPEARED MIKE WALLACE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME JENKS LAND, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, 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 SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2020
MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2018.

BY: _____
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE ____ DAY OF _____, 2018, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2020
MY COMMISSION EXPIRES NOTARY PUBLIC



Staff Report

To: Planning Commissioners
From: Robert Carr, Assistant City Manager
Hearing Date: February 20, 2020
Subject: **JZ 20-650 PUD 83-B-1**
Location: S Gateway Pl

Exhibits:

1. Gateway Plaza Plat
2. Gateway First Bank Minor Amendment Packet

Applicant:	Lou Reynolds
Action Requested:	Request for Minor Amendment to PUD 83 Amended and PUD 83-B to allow for a Bank and a new parking lot at Gateway Plaza
Current Zoning:	AG/PUD 83/PUD 83B – Agriculture
Surrounding Zoning and Land Uses:	Surrounded by commercial and agriculture zoning. To the north is a hospital.

BACKGROUND

Amendments are being proposed to the Gateway Plaza PUD 83 which was approved in August 2013. The requests for these amendments are based on the following:

- Gateway has acquired a bank in Oklahoma that makes them the fourth largest bank in the state. The chain is being called Gateway First Bank and they propose to build their first location at the northwest corner of this property.
- Additional parking is proposed at the Gateway Mortgage site which will add 86 spaces south of the existing parking lot and relieve parking of vehicles presently overflowing to S. Franklin Avenue.

The action requested by the applicant is to amend the PUD to accommodate the above needs.

Some lot splits and combination will be requested for approval in subsequent applications at a later date.

The original PUD has four development areas as shown on the attached Exhibit A.

- Development Area "A" was envisioned for restaurants, retail, or hotel uses. Office uses are not included.
- Development Area "B" allows the same uses as Area "A" but adds office uses.
- Development Area "C" contains the Gateway office building and parking.
- Development Area "D" is for parks, open space and intensive recreation.

PUD 83 has been modified twice before. The first time was in November 2014, and the second time in November 2015. The first amendment was a minor amendment to allow for the maximum building height of Development Area C to 75 feet instead of the standard 50 feet. This was done to accommodate the Gateway Mortgage building. The second amendment allowed for parts of Use Unit 20 to be a use by right in Lot 1 Block 4 of the Gateway Plaza Plat: Amusement Activities, drive-

in theatre, golf driving range, outdoor recreation, outdoor (offsite) advertising and festivals. It also prohibited billboards on Lots 1 Block 1, Lots 1 and 2 Block2, and lot 1 Block 3 of Gateway Plaza.

Details for this action are presented in the attached document entitled “Gateway First Bank Minor Amendment PUD 83-B-1, Gateway Plaza, Jenks, Oklahoma” (dated February 2020). The Development Concept proposed consists of:

- Existing Development Area “A” on the north portion of PUD 83 is to be reconfigured into two (2) Development Areas to be called Development Area “A-1” and Development Area “A-2” (see Exhibit “F”). The bank will be located in Area “A-2”. PUD 83-B-1 amends PUD 83 by clarifying that Development Area “A-2” may be used for office purposes, including a bank with a drive-through facility. Development Area “A-2” is to permit the uses as matter of right in the OL – Office Light District and the CS – Commercial Shopping District, excluding Use Unit 21 – Outdoor Advertising Signs (only), and uses customarily accessory to the permitted uses. Development Area “A-1” remains unchanged.
- Existing Development Area “D” on the south portion of PUD 83 is to be reconfigured into two (2) Development Areas to be called Development Area “D-1” and Development Area “D-2” (see Exhibit “F”). Development Area D-2 would be immediately south of the current Gateway Mortgage building and would add Use Unit 1 – Area-wide uses by right and Use Unit 10 – Off-street parking area, as well as uses customarily accessory to the permitted uses.
- Because of the location of the projects within the “Gateway District” in the City of Jenks, landscaping consistent with recently proposed landscaping design criteria are planned for Development Area “A-2”(see Exhibit “G”) and Development Area “D-2”(see Exhibit “H”). As part of the development for the Gateway First Bank, Reserve Area “B” will be landscaped consistent with the plan shown on Exhibit “I”.
- After approval of this amendment, a lot split to separate Development Area “A-2” into its own lot for Gateway First Bank, a lot split to create Development Area “D-2”, and a lot combination to join with Development Area “C” (Block 3, Lot 1) will be proposed.

STAFF EVALUATION

Since approval of the original PUD and plat, the intent of providing only for commercial uses and not allowing office uses at the corner of Main Street and US 75 has not been achieved. Development in Gateway Plaza and the adjacent development of 2900 W. Main have been slow. More office uses leads to increased daytime employment density with daytime employees and can make the area more attractive to restaurants and other convenience retail development. Expanding the immediately available market is usually a catalyst for more development in the area.

A Technical Advisory Committee meeting was held on February 11, 2020 to discuss this application. City Engineering and Fire Department staff and representatives from Oklahoma Natural Gas and Public Service Company of Oklahoma were present. The technical issues discussed are not part of PUD approval but are presented for information for the developer and will come into play during construction permitting. The following findings were presented:

Development Area “A-2”:

- There is a 20-foot utility easement on the east side of plot, and a 17.5-foot utility easement on the west side next to Reserve” B”.
- The east utility easement contains water, sewer, and an Oklahoma Natural Gas line. There are manholes accessible for the proposed development to easily tap into the lines.

- The Fire Department had no issues as long as they met the standard fire regulations when building, including the turning radii for the parking lot.

Development Area “D-2”:

- There is a 10-foot utility easement on the north side of the area and another 15-foot easement on the north side of the of the property line.
- City water is in an east-west easement and sanitary sewer is partially down the east side of the development.
- The Fire Department had no issues as long as they meet the standard fire regulations
- The south end of the parking lot will extend into an overland drainage easement and the designated FEMA floodway of Polecat Creek. The developer will be allowed to go into both of these with a parking lot but will require signage to alert users during high water events.

Development Area “A-2”, where Gateway First Bank will be going, will have a net land area of 1.39 acres (60,438.49 sf). The parking lot in Development Area “D-2” will be 1.03 acres (44,796.17 sf). Both of these areas will have to comply with Section 2.E of PUD 83 which includes, but is not limited to:

- Building designs, facades and materials being limited to concrete, brick stucco, masonry units.
- Minimum of 75% of the exterior walls of the building, less doors and windows, shall have brick, Dryvit (Stucco), stone, concrete panel, or a masonry block covering the outside walls of the structure. Complementary exterior wall design and building materials and other amenities should be used to increase compatibility of the building with adjacent and nearby properties.
- All roof-mounted HVAC shall be screened.
- Building design should take into account adjacent neighborhoods.
- Off-street parking areas should conform to the design, lighting, and improvements required by the Jenks Zoning Code.
- Constant lighting for off-street parking that does not spill into abutting properties.
- Street frontages should provide a sense of open-space and should be buffered from the street by landscaped drives, lawns, or parking.

Conceptual landscaping plans have been submitted for the bank site, new parking lot, and along the ODOT U.S. Highway 75 Corridor (platted as Reserve “B”):

- Development Area “A-2”: 19+ trees
- Development Area “D-2”: 22+ trees
- Reserve “B”: 37+ trees
- All Areas:
 - o 2-1/2 inch minimum caliper for shade trees
 - o 8-foot minimum height for evergreen trees
 - o Tree selection (variety):
 - Shumard Oak
 - Legacy Maple
 - Chinese Pistache
 - Elm (Improved Varieties)
 - Loblolly Pine
 - Holly Trees

- Landscaping must meet the 10% requirement set forth in PUD 83.

Landscape Standards

The City of Jenks staff has provided proposed standards that have been used to prepare the landscaping plans presented. These plans are to be included in applications for building permits.

RECOMMENDATION

Staff recommends approval of a Minor Amendment to PUD 83 for Gateway Plaza for a bank and an additional parking lot with the following conditions:

1. A detailed finalized landscape plan must be submitted before any building permits are issued.
2. The new additions comply with the existing standards in PUD 83.
3. Signage is posted in the parking lot to alert users about the possibility of flooding.

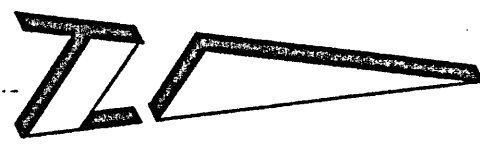


OWNER:
3152 W Main LP
6910 EAST 14TH ST. SO.
TULSA, OKLAHOMA 74112
CONTACT: KEVIN STITT
PHONE: 918-645-2551

ENGINEER/SURVEYOR:
JR DONELSON, INC.
12820 SO. MEMORIAL DRIVE
OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
C.A. NO. 5611, EXP. 6-30-2017

FINAL PLAT
Gateway Plaza
AN ADDITION IN THE SW/4 OF SECTION 23,
T-18-N, R-12-E, CITY OF JENKS,
TULSA COUNTY, STATE OF OKLAHOMA.

PUD NO. 83

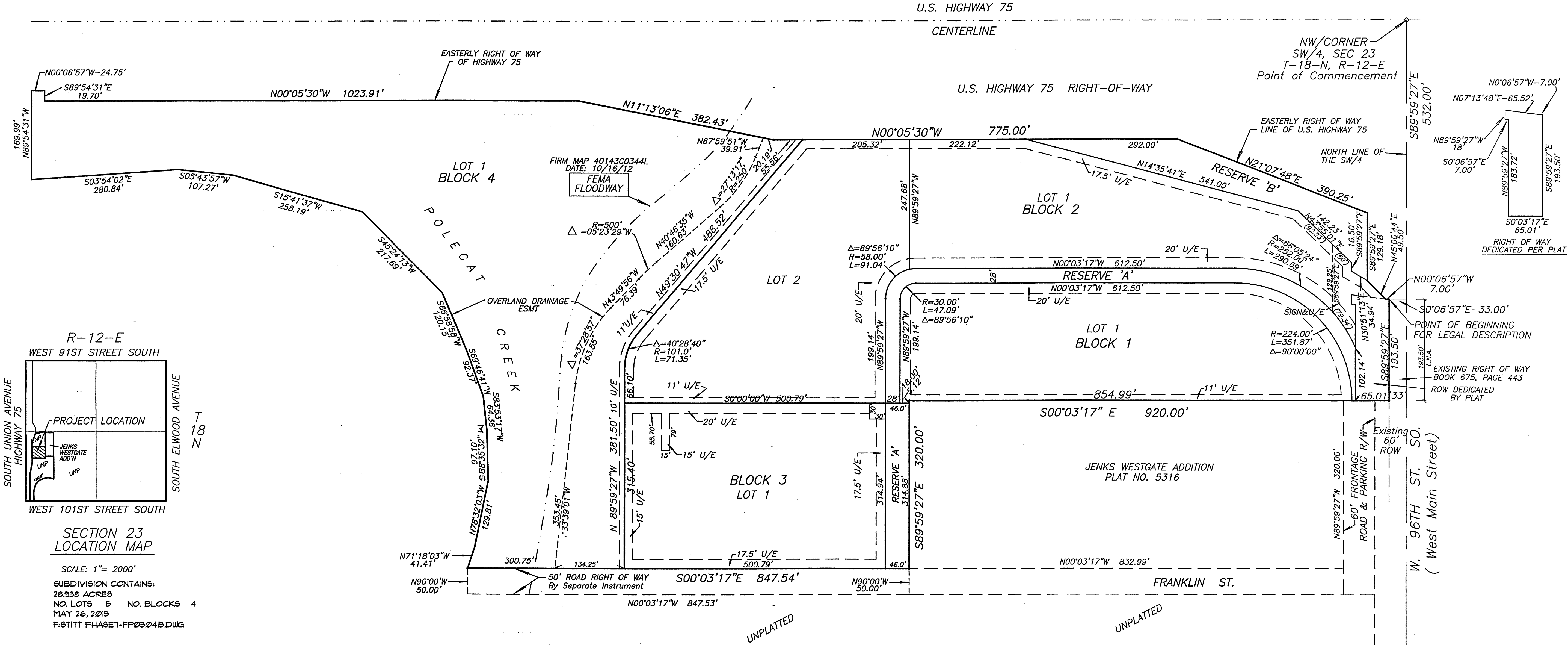


0 50 100 150 200
SCALE: 1"=100'

FINAL PLAT
CERTIFICATE OF APPROVAL
I hereby certify that this plat was approved
by the City Council of the City of Jenks on
11/3/14
By: Kevin Stitt
Mayor - Vice Mayor

This approval is void if the above signature
is not endorsed by the City Manager
By: [Signature]
City Manager

PLAT NO.



SECTION 23
LOCATION MAP

SCALE: 1"= 2000'
SUBDIVISION CONTAINS:
28.938 ACRES
NO. LOTS 5 NO. BLOCKS 4
MAY 26, 2015
F:STITT PHASE7-FP050415.DWG

STATE OF OKLAHOMA }
COUNTY OF TULSA }

I, _____, Tulsa County Clerk, in and
for the County and State of Oklahoma above
named, do hereby certify that the foregoing is
a true and correct copy of a like instrument
now on file in my office.

Dated the _____ day of _____
Tulsa County Clerk

Deputy

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 descriptions.
- This plat meets the Oklahoma minimum standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Surveyors.
- The basis for bearings for the survey shown thereon is the North line of the SW/4 of Section 23, N 89°59'27"W
- Lot 1, Block 1, Lots 1 and 2, Block 2, and Lot 1, Block 3, are located outside the FEMA 100 year flood plain.

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$20,464.00 per trust receipt no.13918 to be applied to 2015 taxes. This certificate is NOT to be construed as payment of 2015 taxes in full but is given in order that this plat may be filed on record. 2015 taxes may exceed the amount of the security deposit.

Dated: 06/08/2015

Dennis Semler

Tulsa County Clerk

By: [Signature]

Deputy

LEGEND	
BL	BUILDING LINE
U/E	UTILITY EASEMENT
ESMT	EASEMENT
ROW	RIGHT-OF-WAY
LNA	LIMITS OF NO ACCESS
AO	ACCESS OPENING
O.D.E.	OVERLAND DRAINAGE EASEMENT
	CURVE DATA LABEL

GATEWAY PLAZA
5/26/2015
FILE: STITT-PHASE7-FP
SHEET 1 OF 3

DEED OF DEDICATION AND STATEMENT OF RESTRICTIVE COVENANTS

GATEWAY PLAZA

KNOW ALL MEN BY THESE PRESENTS:

GATEWAY PLAZA
DEED OF DEDICATION AND STATEMENT OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, "3152 W Main LP", is the Owner in fee simple to the following described property in the City of Jenks, Tulsa County, Oklahoma, to-wit:

A part of the Southwest Quarter (SW¼) of Section Twenty-Three (23), Township Eighteen (18) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, being more particularly described as follows:
Commencing at the Northwest corner of said SW¼, thence S 89°59'27" E on the North line of said SW¼ a distance of 532.00 feet; Thence S 0°06'57" E on the Easterly right of way line of Highway 75 a distance of 33.00 feet to the point of beginning;

Thence S 89°59'27"E parallel with the North Line of said SW¼ and on the South Line of a tract of land described in a Right of Way Deed, Recorded in Book 675 at Page 443, a distance of 193.50 to a point on the West Line of JENKS WESTGATE ADDITION, Plat No. 5316; Thence S 0°03'17" E on the West Line of said JENKS WESTGATE ADDITION a distance of 920.00 feet to the Southwest Corner thereof; thence S 89°59'27"E a distance of 320.00 feet; Thence S 0°03'17" E a distance of 847.54 feet to a point on the Southerly Highbank of Polecat Creek; Thence N 71°18'03" W a distance of 41.41 feet; Thence N 78°32'03" W a distance of 129.81 feet; Thence S 88°35'32" W a distance of 97.10 feet; Thence S 83°53'17" W a distance of 64.36 feet; Thence S 69°46'41" W a distance of 92.37 feet; Thence S 66°58'58" W a distance of 120.15 feet; Thence S45°24'13" W a distance of 217.69 feet; Thence S15°41'37" W a distance of 258.19 feet; Thence S 5°43'57" W a distance of 107.27 feet; Thence S 3°54'02" E a distance of 280.84 feet; Thence N 89°54'31" W a distance of 169.99 feet to a point on the Easterly right of way line of Highway 75; Thence along the Easterly right of way line of Highway 75, N 0°06'57" W a distance of 24.75 feet; Thence continuing along said right of way, S 89°54'31" E a distance of 19.70 feet; Thence continuing along said right of way, N 0°05'30" W a distance of 1023.91 feet; Thence continuing along said right of way, N 11°13'06" E a distance of 382.43 feet; Thence continuing along said Easterly Right of way line of Highway 75, N 0°05'30" W a distance of 775.00 feet; Thence N 21°07'48" E a distance of 390.25 feet; Thence S89°59'27"E a distance of 129.18 feet; Thence N45°00'44"E a distance of 49.50 feet; Thence N 0°06'57"W a distance of 7.00 feet to the point of beginning and containing 28.938 acres more or less.

and have caused the above-described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and have designated the same as "GATEWAY PLAZA", an Addition to the City of Jenks, Tulsa County, Oklahoma.

SECTION 1. PUBLIC COVENANTS

A. STREETS AND UTILITY EASEMENTS

The Undersigned owner does hereby dedicate to the public use forever, streets rights-of-way as shown and designated on the accompanying plat and does further dedicate to the public use forever the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all utilities including storm sewer, sanitary sewer, telephone and communication lines, electric power lines and transformers, gas lines and water 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 into and upon said utility easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown, provided however, that the owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sanitary sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all public streets, alleys, and utility easements, shown on said plat, for the purposes of furnishing water and/or sanitary sewer services to the area included in said plat.

B. WATER AND SANITARY SEWER SERVICE

In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit:

The owner of each lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on his lot and within the depicted street right-of-way and utility easement areas, if 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, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

The City of Jenks or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner will pay damage for relocation of such facilities or necessitated by the acts of the owner or his agents or contractors. The Owner/Developer will be responsible for the ordinary maintenance of private water mains.

The City of Jenks or its successors through its agents and employees shall at all times have the right of access with their equipment to all such easement ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of underground water and sewer facilities.

The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Jenks or its successors, and the owner of the lot agrees to be bound hereby.

C. LIMITS OF NO ACCESS

The Owner hereby relinquishes rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter be released, altered, or amended by the City of Jenks and approved by the Jenks Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City of Jenks, Oklahoma, or its successors, and the owner of each lot agrees to be bound thereby.

D. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service lines, the lot is subject to the following:

1. Underground lines for the supply of electric, telephone and cable television service may be located along the South boundary of the addition as shown on the attached plat. Street light poles or standards shall be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

2. All supply lines in the Subdivision including electric, telephone, cable television and natural gas service lines shall be located underground in the easements reserved for general utility services and streets shown on the plan of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

3. Underground lines for the supply of electric, telephone and cable television service and natural gas service located in the Subdivision may be run from the nearest natural gas main, service pedestal or transformer to the point of usage determined by the location and construction of such building as may be located upon said lot: provided that upon that the installation of such a service cable or a natural gas service line to a particular building, the supplier of service shall thereafter be deemed to have a definitive, 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 natural gas main to the service entrance on the building.

4. The supplier of electric, telephone, cable television and natural gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision 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 natural gas service facilities so installed by it.

5. The owner of each lot in the Subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of the 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.

E. STORM SEWER

1. The City of Jenks, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.
2. No permanent fence, permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed or maintained in the storm sewer easement area, and any construction activity which would interfere with the storm sewer system shall be prohibited.
3. "3152 W Main LP", or its successors, shall be responsible for ordinary maintenance of the private storm sewer system, but the owner of each lot will pay for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.
4. The foregoing covenants concerning the private storm sewer system shall be enforceable by "3152 W Main LP", or its successor, and the owner of each lot agrees to be bound hereby.
5. The owner of each lot shall be responsible for the protection of the storm sewer located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. Within the utility easement as depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity which would interfere with storm, shall be prohibited.

F. SURFACE DRAINAGE

1. Surface Drainage. Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements.
2. No property owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. No property owner shall modify or change the direction of drainage of surface storm water from the original approved construction plans on file at the City of Jenks.
3. The property owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) or allow any construction activity which may interfere with such public water mains, valves, storm sewers, and or public sanitary sewer facilities.
4. The covenants set forth in this section shall be enforceable by any affected property owner and by "3152 W Main LP".

G. OWNER RESPONSIBILITY WITHIN EASEMENTS.

The owner of the lots shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on the lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

H. LAND USE

All construction shall be strictly according to the ordinances of the City of Jenks, Oklahoma.

I. RESERVE AREAS

All streets within the subdivision are by grant of the Owner/Developer, Private Streets (shown as Reserve "A" on the accompanying plat) for the common use and benefit of the owners of the lots within Gateway Plaza, their guests and invitees, for the purpose of providing vehicular and pedestrian access to and from the various lots, to and from public streets, and is reserved for subsequent conveyance to a Owners Association to be formed for the purposes of administration and maintenance of the private streets and other common areas of the subdivision.

The Owner/Developer herein grants to the City of Jenks, Oklahoma, the United States Postal Service, any 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 and to operate thereon all service, emergency and government vehicles including, but not limited to, police and fire vehicles and equipment. Reserve A can be utilized as an easement, for public utility purposes.

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

1. Construct and maintain street surfacing extending the full length of the private streets depicted within the accompanying plat, and meeting or exceeding the following standards:
A. Surfacing width shall be not be less than 28 feet measured from face of curb to face of curb.
B. All streets shall be curbed.
C. Gutters, base and paving materials shall be of a quality and thickness meeting the now existing standards of the City of Jenks, Oklahoma, for minor residential streets;
D. The vertical grade of the streets shall not exceed 12%.
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 vehicle, specifically any fire vehicle, from free usage of the private streets.

RESERVE B will be privately owned and maintained by the Owner of Lot 3, Block 1, and reserved for future Highway 75 Right of Way in accordance with the Oklahoma Department of Transportation plans for Highway 75.

Conveyance and Maintenance of All Reserve Areas.

1. All Reserve Areas shown on the accompanying plat are reserved for subsequent conveyance to a Owners Association to be comprised of the Owners of the Lots within Gateway Plaza, set forth within Section 4 hereof. The Owners Association shall perform all maintenance associated with all Reserves Areas to the extent necessary to achieve the intended purpose.

SECTION 2. PLANNED UNIT 83 DEVELOPMENT RESTRICTIONS

A. DEVELOPMENT AREA A (RESTAURANT, COMMERCIAL RETAIL OR HOTEL USE), a portion of Lot 1, Block 1 and Lot 1, Block 2.

LAND AREA: Gross: 4.738 acres
206,476 square feet
Net: 4.738 acres 206,476 square feet
PERMITTED USES (to be allowed by right):
Drive-in Restaurants will be allowed. Use Units 22, 23, 24, 25, 26, 27 and 28 of the Jenks 2010 Zoning Code, will not be allowed.
Mini-storages and office/warehouses will not be allowed in Development Area A.

MINIMUM FRONTAGE (per lot) N/A
MAXIMUM BUILDING FLOOR AREA (using .75 FAR): 154,857square feet
MAXIMUM BUILDING HEIGHT: Five Story 75 ft
(One story height may vary depending on type of finish.)
MINIMUM BUILDING SETBACKS
From the west boundary (east right-of-way line for U.S. Highway 75) 50.0 feet
From the south boundary 10.0 feet
From the north boundary 50.0 feet
From the east boundary 20.0 feet

B. DEVELOPMENT AREA B (RESTAURANT, COMMERCIAL RETAIL, HOTEL OR OFFICE USE), A portion of Lot 1, Block 1, Lot 1, Block 2 and Lot 2, Block 2.

LAND AREA: Gross: 8.803 acres 383,476 square feet
Net: 8.803 acres 383,476 square feet
PERMITTED USES (to be allowed by right):
Drive-in Restaurants will be allowed. Use Units 22, 23, 24, 25, 26, 27 and 28 of the Jenks 2010 Zoning Code, will not be allowed.
Mini-storages and office/warehouses will not be allowed in Development Area B.

MINIMUM FRONTAGE (per lot) N/A
MAXIMUM BUILDING FLOOR AREA (using .75 FAR): 287,607 square feet
MAXIMUM BUILDING HEIGHT: Five Story 75 ft
(One story height may vary depending on type of finish.)
MINIMUM BUILDING SETBACKS
From the west boundary (east right-of-way line for U.S. Highway 75) 50.0 feet
From the south boundary 10.0 feet
From the north boundary 10.0 feet
From the east boundary 20.0 feet

C. DEVELOPMENT AREA C (OFFICE, OFFICE/WAREHOUSE OR MINI-STORAGE USE, Lot 1, Block 3.

LAND AREA: Gross: 3.949 acres 171,997 square feet
Net: 3.949 acres 171,997 square feet
PERMITTED USES (to be allowed by right):
Drive-in Restaurants will be allowed. Use Units 22, 23, 24, 25, 26, 27 and 28 of the Jenks 2010 Zoning Code, will not be allowed in Development Area C.
Office, office/warehouse and mini-storage use will be allowed.

MINIMUM FRONTAGE (per lot) N/A
MAXIMUM BUILDING FLOOR AREA (using .75 FAR): 128,997square feet
MAXIMUM BUILDING HEIGHT: Five Story 75 ft
(One story height may vary depending on type of finish.)
MINIMUM BUILDING SETBACKS
From the west boundary (east right-of-way line for U.S. Highway 75) 50.0 feet
From the south boundary 10.0 feet
From the north boundary 10.0 feet
From the east boundary 20.0 feet

D. DEVELOPMENT AREA D (PRIVATE PARK ACTIVITIES, GOLF DRIVING AND GREEN OPEN SPACE) AND AREA:

LAND AREAS: Gross: 11.448 acres 498,662 square feet
Net: 11.448 acres 498,662 square feet

Golf driving, spectator seating and outdoor advertising signage will be allowed in Development Area D. A large portion of Development Area D is within the FEMA FIRM 100 year flood plain. A Letter of Map Amendment (LOMR) must be approved by the City of Jenks and submitted to FEMA for Gateway Plaza, addressing Development Area D.

E. DEVELOPMENT STANDARDS FOR ALL DEVELOPMENT AREA LOTS IN GATEWAY PLAZA:

1. APPEARANCE / DESIGN:

a. Building materials. Building designs, facades and materials shall comply with minimum standards set forth in all applicable City of Jenks ordinances and regulations. Building designs, facades and materials also shall be limited to concrete, brick stucco, masonry units and in Development Area C, metal and be approved by the Architectural Committee.
b. A minimum of 75% of the exterior walls of the building, less doors and windows, shall have brick, Dryvit (Stucco), stone, concrete panel or a masonry block covering the outside walls of the structure unless approved otherwise by the Architectural Committee.
c. In addition to complementary exterior wall design and building materials, the use of building setbacks, screening fences, landscaping, signage, lighting, and other site-specific amenities should be used to increase compatibility of the building with adjacent and nearby properties.
d. All roof-mounted heating and air conditioning equipment (HVAC) shall be screened.

2. BUILDING MATERIALS

a. The design of new structures and of additions to existing structures, including new site improvements, should take into account the architectural style, general design, arrangement, texture, material and color of other structures and premises in the adjacent neighborhood. Contemporary designs for new structures, additions to existing structures or remodels may be allowed so long as such construction is compatible with the essential form and integrity of other structures in the adjacent neighborhood.
b. All new structures and all reconstruction or remodeling of existing structures within Gateway Plaza should utilize exterior materials such as masonry, face brick, stone, wood, or metal. Use of contemporary materials, such as aluminum or other metals, fiberglass, and plastics for exterior surfaces should contribute to the preservation or enhancement of traditional materials and the overall integrity and appearance of the structure.
c. Traditional color schemes and combinations of those colors that are complementary to the adjacent neighborhood should be used for all exterior wall coverings. Fluorescent or Luminescent colors shall be prohibited.

3. PARKING AND LANDSCAPING

a. Parking
1. Off-street parking areas / off-street loading areas should conform to the design, lighting and improvements as required by the Jenks Zoning Code and PUD 83.
2. Lighting used to illuminate off-street parking areas shall be by constant light and shall be so arranged as to direct the light away from abutting properties.
3. Unenclosed off-street parking areas shall be surfaced with a dust-free all weather material.

b. Landscaping

1. Street frontages within the Gateway Plaza should provide a sense of open-space and should be buffered from the street by landscaped drives, lawns, or parking.
2. Commercial and other office uses within the Corridor Appearance District should provide minimum landscaped open spaces as follows:
A. Commercial uses 10% of the Lot Area
B. Office uses 15% of the Lot Area

c. Fencing

1. Screening fencing, where required by the Jenks Zoning Code and elsewhere on a lot within a Gateway Plaza should be masonry or brick walls providing visual barriers or combinations thereof.
2. Screening walls or fences shall be maintained by the owner or occupant of the lot containing the use required to construct the screening.

d. Signage

1. All signs, as defined in the Jenks Zoning Code, should be designed to be compatible with and complementary to the adjacent neighborhood all signs should be designed and erected in compliance with the Jenks Zoning Code, zoning code and sign code without the necessary of variances. Variances or height, size, setback, and other code requirements should not be supported within the Corridor Appearance Districts. Channel letters are permitted without Appearance Sign district review.

e. Lighting

1. All lighting including exterior and parking lot lighting, should be so designed to complement the building structures constructed and those located in adjacent areas.
A. Lighting used to illuminate off-street parking areas shall be by constant light and shall be so arranged as to direct the light away from abutting properties within a residential zoning district.
B. Lighting incorporating period lighting fixtures similar to special theme district and conforming to approved City street lighting studies are encouraged.

SECTION 3. PRIVATE COVENANTS AND RESTRICTIONS

For the purpose of providing an orderly development of the Subdivision and for maintaining conformity of the improvements therein, the following covenants and restrictions hereby are imposed upon the use and occupancy of the lots within the Subdivision.

A. Private Covenants and Restrictions Applicable to all Lots. The following standards shall apply to all lots of the Subdivision unless specifically modified or superseded by more specific provisions adopted by the Owner/Developer as hereinafter provided.

GATEWAY PLAZA
Date of Preparation:
5/26/15
SHEET 2 OF 3

1. Architectural Committee. Owner may form an Architectural Committee (referred to in this document as the "Architectural Committee" or "Committee") for the Subdivision. If an Architectural Committee is not formed, Owner shall perform all functions of the Architectural Committee. The Architectural Committee will:

a. Review and approve all structures to be built on the lots in the Subdivision, and be responsible for interpreting all development and construction standards contained in this Deed of Dedication as applicable to the lots in the Subdivision.

The Committee shall consist of not less than one (1) nor more than three (3) members to be appointed by Owner, until Owner, in its sole discretion, assigns and transfers the responsibility for the appointment of the Committee to any Owners Association formed.

No new building or improvements may be commenced on any lot in the Subdivision without the written approval of the Committee.

2. Required Plans. The architectural plans to be submitted and approved by the Committee shall include, at a minimum, the following with regard to each improvement to be constructed on any Lot in the Subdivision, prior to submittal to the City of Jenks:

- An accurate site plan;
- An accurate floor plan;
- All exterior elevations;
- A landscaping plan, including, but not limited to, the composition, location and height of fencing;
- Any other plans or information requiring approval of the City of Jenks or any of its commissions or committees; and
- Details regarding the composition of all roofing and external building materials.

3. Building materials. Building designs, facades and materials shall comply with minimum standards set forth in all applicable City of Jenks ordinances and regulations. Building designs, facades and materials also shall be limited to concrete, brick, stone and in Development Area C, metal and be approved by the Architectural Committee. Any deviation of the exterior construction materials shall be permitted only with the written consent of the Architectural Committee.

4. Nuisance prohibited. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood. Each Lot in the Subdivision shall be mowed and maintained in a neat and orderly condition, free of rubbish, trash, and other debris and should be mowed to prevent growth of weeds and tall grass.

5. Limitation on uses. The uses for each development area are described in Section 2.

6. Lots may be split or subdivided with the approval of the City of Jenks and the owner of Lot 3, Block 1, Gateway Plaza. No subdivision of uses shall be permitted on the lots without the express written consent of the Owner/Developer first being obtained.

7. Detailed Site Plan. The Plat shall constitute the required detail site plan of the lots in the Subdivision.

8. Sign Plan. Prior to the issuance of a sign permit a detailed plan of the sign or signs proposed to be installed shall be submitted to and approved by the City of Jenks.

9. Compliance. The development and use of the Subdivision shall be in compliance with the Plat and other plans approved by the City of Jenks regarding the Subdivision.

10. Minor Amendments. The Covenants shall be deemed amended (without necessity of execution of an amending document) to conform to amendments to bulk and area requirements and other minor amendments that subsequently may be approved by the City of Jenks Planning Commission or other agency of the City pursuant to its review of a minor amendment processed in accordance with the provisions of the City of Jenks Zoning Code.

11. Conflicts. If there is any conflict between these general standards and specific standards described herein for particular Lots in the Subdivision, the specific standards shall control.

12. Owner/Developer Reservation of Right. The Owner/Developer reserves the right, in its sole discretion and without joinder or approval of any other owner of a particular Lot, so long as the Owner/Developer is the owner of any Lot in any block in the Subdivision, to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by Owner/Developer and filed in the Office of the Tulsa County Clerk.

13. The owner(s) of each lot within "Gateway Plaza", as members of the Gateway Plaza Owners Association, referred to as (the "Association"), shall together with the other members of the Association, pay their proportionate share of the cost of maintaining and repairing the common areas within "Gateway Plaza", but not limited to the private streets, as well as the common areas within "Gateway Plaza".

14. All private streets, mutual access easements, driveways and parking areas shall be constructed and maintained with a hard surface concrete pavement consistent with Jenks City Building Codes and shall include adequate drainage facilities to dispose of all storm water.

15. It shall be the responsibility of the tract owner to provide parking spaces on their respective tracts for their employees, tenants, customers, and visitors, and private streets depicted on the Plat shall not be used for parking. Off-street parking area shall be located at least 10 feet from a public or private street and at least 5 feet from a building or property line. Each tract owner shall have mutual access or ingress and egress from all adjacent tracts.

16. All automobiles and other motorized vehicles on the tract must be state licensed and in running order at all times. All vehicles are to be parked at all times in a designated parking area.

17. No antenna, aerial, or other device except a roof mounted 18" satellite dish shall be permitted on any structure where some form of TV cable is available, including pay satellite furnished by others. Where TV cable or pay satellite is not available, Developer is permitted one (1) antenna which will be allowed for the sole purpose of television broadcast only, and such antenna shall be raised to a height necessary for the TV reception in the area. No CB, ham radio, satellite dish, or other antennas shall be permitted. The Architectural Committee or Developer may waive any item in this paragraph.

18. No boats, motor homes, utility trailers and any other non-everyday vehicle will be parked on the tracts for more than 24 hours.

19. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties in Gateway Plaza, nor shall any exterior addition to or change or alteration herein be made until the plans and specifications showing the nature, size, kind, shape, height, materials and location of the same shall be submitted to and approved in writing by the Architectural Committee.

20. In the event a building or any tract in Gateway Plaza is destroyed by fire or otherwise destroyed, the owner of said tract shall raze the structure and clean off the tract or start to rebuild the building within 120 days from the time the building was destroyed.

21. A minimum of 75% of the exterior walls of the building, less doors and windows, shall have brick, Dryvit (Stucco), stone, concrete panel or a masonry block covering the outside walls of the structure unless approved otherwise by the Architectural Committee.

SECTION 4. OWNERS ASSOCIATION

A. Formation of Owners Association

Gateway Plaza Owners Association. The Owner has formed the "Gateway Plaza Owners Association", hereafter referred to as (the "Association"), an Oklahoma not-for-profit corporation. The purpose of the Association is to operate, manage, repair, replace and maintain the common areas serving or benefitting "Gateway Plaza" and the Subdivision including, without limitation, signage, landscaping, storm drainage, utility systems, sprinkler systems, easement areas and other amenities, traffic control equipment, streets, fences, line painting, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, depreciation on or rentals of machinery and equipment, personnel to implement such services, direct pedestrian traffic and parking and police the common areas, any other activities necessary to keep such common areas in a good state of repair and enhance the value, security, desirability and attractiveness of "Gateway Plaza".

B. Membership

Every lot owner in "Gateway Plaza" shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any lot in "Gateway Plaza". The acceptance of a deed to one (1) or more lots shall constitute acceptance and membership in the Association as the date of recording of such deed.

C. Assessment by Association.

Each lot owner within "Gateway Plaza" shall be subject to assessment by the Association for the purposes of operating, managing, repairing, replacing and maintaining the common areas serving or benefitting "Gateway Plaza", without limitation, signage, landscaping, storm drainage, utility systems, sprinkler systems, easement areas and other amenities, traffic control equipment, streets, fences, line painting, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, depreciation on or rentals of machinery and equipment, personnel to implement such services, direct pedestrian traffic and parking and police the common areas, any other activities necessary to keep the common areas in a good state of repair and enhance the value, security, desirability and attractiveness of Gateway Plaza and such other purposes as the Board of Directors of the Association may, from time to time, determine pursuant to the By-Laws and Certificate of Incorporation of the Association.

D. Association Beneficiary of Covenants.

Without limitation of such powers and rights as the Association may have, the Association shall be deemed a beneficiary of the various covenants contained in this Deed of Dedication to the same extent as all other beneficiaries thereof, including each lot or parcel owner, the City of Jenks, Oklahoma and the supplier of any utility or other service within the Subdivision, and shall have the right to enforce these covenants and agreements.

E. Payment of Assessments.

Owners hereby covenant and each lot or parcel owner by acceptance of a deed to a lot or parcel, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (a) initial assessments; (b) monthly, quarterly or annual maintenance assessments; and (c) special assessments for capital improvements. Such assessments shall be established and collected as determined by the Association. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, should be charged on each lot or parcel and shall be a continuing lien upon the lot or parcel against which the assessment is made. Each assessment, together with interest, cost and reasonable attorneys' fees, shall be the personal obligation of the owners of the lot or parcel at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass through the successors-in-title unless expressly assumed by them. The Association shall fix the regular monthly, quarterly or annual assessments according to the provisions of the By-Laws and Certificate of Incorporation of the Association. In addition to the regular monthly, quarterly or annual assessments, authorized above, the Association may levy, in any assessment period, a special assessment applicable to the period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repairs or replacement of a capital improvement.

F. Delinquent Assessments.

Any assessment which is not paid when due shall be delinquent and shall constitute a lien on the lot or parcel against which the assessment is made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest per annum as set by the Board Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose its lien against the lot/parcel, or both, and interest, costs and reasonable attorneys' fees for any such action shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of such owner's lot or parcel.

G. Lien.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot or parcel shall not affect the assessment lien; provided, however, the sale or transfer of any lot or parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the lot or parcel from the lien for assessments thereafter becoming due.

SECTION 5. ENFORCEMENT, AMENDMENT, ETC.

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner of each lot, its successors and assigns. Covenants within Section 1, whether or not specifically therein so stated, shall inure to the benefit of and shall be enforceable by the City of Jenks, Oklahoma. Section 2, Planned Unit Development PUD 83 and provisions of the Jenks Zoning Code and shall inure to the benefit of and shall be enforceable by the City of Jenks, Oklahoma, and/or any of the Owners and their respective successors and assigns in title. The covenants contained in Section 3, Private Covenants and Restrictions, may be enforced by any owner of a lot and/or the Owners' Association.

Section 4, Owners Association, shall inure only to the benefit of and shall be enforceable by any owner of a lot and/or the Owners' Association. If the undersigned Owners, or its successors or assigns, any owner of a lot, or any other person, shall violate any of the covenants or restrictions contained herein, it shall be lawful for the City of Jenks, any owner of a lot, or the Owners' Association, as appropriate in accordance with their respective interests identified herein, to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent it, him, her or them from so doing or to compel compliance or to recover damages. In any judicial action to enforce the provisions of this Section, the prevailing party may recover reasonable costs and attorney fees.

In any judicial action brought by any owner to enforce the provisions of this Deed of Dedication, the prevailing party may recover reasonable costs and attorney fees.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided. Provided, if the 30 year limitation at any time shall be deemed to apply, then, at the expiration of such 30 year term, the restrictions shall be deemed to automatically renew for successive periods of seven (7) years, unless terminated or amended as provided herein or as allowed by law.

C. Amendment

The covenants contained within Section 1, Public Covenants, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the City of Jenks Planning Commission, or its successors, and the City of Jenks, Oklahoma. The covenants contained within Section 2, Planned Unit Development 83, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the City of Jenks Planning Commission, or its successors. The covenants contained within Section 3 Private Covenants and Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of two-thirds (2/3) of the lots, parcels or land to which the amendment or termination is to be applicable.

D. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

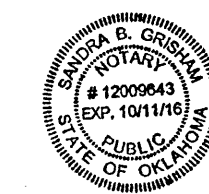
IN WITNESS WHEREOF, '3152 W Main LP' has executed this instrument this 28 day of May, 2015.

3152 W Main LP
an Oklahoma Limited Liability Company

By: [Signature]
Manager

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

This instrument was acknowledged before me on this 28th day of May, 2015, by J. Krista Shutt as Manager of 3152 W Main LP an Oklahoma Limited Liability Company.



[Signature]
Notary Public
My commission expires: 6/30/2017

CERTIFICATE OF SURVEY

I, Charles K. Howard, a Registered Land Surveyor, in the State of Oklahoma, 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 "Gateway Plaza", a subdivision in the City of Jenks, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying.

5/27/2015

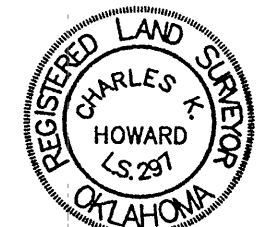
[Signature]
Charles K. Howard, RLS 297
CA NO. 5611 EXP. DATE: 6/30/2017

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

The foregoing Certificate of Survey was acknowledged before me on this 27 day of MAY, 2015, by Charles K. Howard, RLS No. 297.

[Signature]
Notary Public

My commission expires: _____



GATEWAY FIRST BANK

Minor Amendment PUD 83-B-1



**Gateway Plaza
Jenks, Oklahoma**

FEBRUARY 2020

GATEWAY FIRST BANK

Minor Amendment PUD 83-B-1

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- Exhibit "B" - Legal Description of Development Area A-1
- Exhibit "C" - Legal Description of Development Area A-2
- Exhibit "D" - Legal Description of Development Area D-1
- Exhibit "E" - Legal Description of Development Area D-2
- Exhibit "F" - Map of Development Areas in PUD 83-B-1
- Exhibit "G" - Conceptual Landscaping Plan for Development Area A-2
- Exhibit "H" - Conceptual Landscaping Plan for Development Area D-2
- Exhibit "I" - Conceptual Landscaping Plan for Reserve Area B

GATEWAY FIRST BANK

Minor Amendment PUD 83-B-1

I. DEVELOPMENT CONCEPT.

A map of the existing Development Areas in the PUD 83 is attached hereto as **Exhibit “A”**.

Plan Unit Development Minor Amendment 83-B-1 (“**PUD 83-B-1**”) reconfigures Development Area A into two (2) Development Areas called “**Development Area A-1**” and **Development Area A-2**”herein.

The legal descriptions of Development Area A-1 and Development Area A-2 are attached hereto as **Exhibit “B”** and **Exhibit “C”**.

Additionally, PUD 83-B-1 also reconfigures Development Area D by splitting Development Area D into two (2) Development Areas called “**Development Area D-1**” and “**Development Area D-2**”.

The legal descriptions of Development Area D-1 and Development Area D-2 are attached hereto as **Exhibit “D”** and **Exhibit “E”**, respectively.

A map of all of the Development Areas as reconfigured by PUD 83-B-1 is attached hereto as **Exhibit “F”**.

PUD 83-B-1 also amends the PUD 83 by clarifying that Development Area A-2 may be used for, among other things, office purposes, including a bank with a drive-through facility. PUD 83-B-1 further amends the PUD to allow parking as a permitted use in Development Area D-2. As a part of the development of Development Area D-2, Development Area D-2 will be tied to Lot One (1), Block Three (3), Gateway Plaza, an Addition to the City of Jenks, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

Because of the location of the Project within the “Gateway District” in the City of Jenks, both Development Area A-2 and Development Area D-2 will be developed consistent with the Conceptual Landscape Plans for both such Development Areas.

The Conceptual Landscape Plans for Development Area A-1 and Development Area D-2 are attached hereto as **Exhibit “G”** and **Exhibit “H”**, respectively.

Finally, as a part of the development to the Gateway First Bank on part of Development Area A-2, Reserve Area B will be landscaped consistent with the Conceptual Landscape Plan for Reserve Area B.

The Conceptual Landscape Plan for Reserve Area B is attached hereto as **Exhibit “I”**.

All of the property within PUD 83 is zoned CS – Commercial Supply District. No zoning change is necessary to support PUD 83-B-1.

GATEWAY FIRST BANK
Minor Amendment PUD 83-B-1

II. DEVELOPMENT STANDARDS.

DEVELOPMENT AREA A-2

LAND AREA:

Net:	1.39 Acres	60,438.49 SF
------	------------	--------------

PERMITTED USES:

The Uses permitted as matter of right in the OL – Office Light District and the CS – Commercial Shopping District, excluding Use Unit 21 Outdoor Advertising Signs (only), and uses customarily accessory to the permitted uses.

MAXIMUM BUILDING FLOOR AREA (using .75 FAR):	45,358 SF
--	-----------

MAXIMUM FRONTAGE (per lot):	N/A
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MAXIMUM BUILDING HEIGHT:	75 FT
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MINIMUM BUILDING SETBACKS:

From the west boundary of Lot 2, Block 1	10 FT
From the south boundary	10 FT
From the north boundary of Lot 2, Block 1	50 FT
From the east boundary	20 FT
From internal boundaries	10 FT

GATEWAY FIRST BANK
Minor Amendment PUD 83-B-1

DEVELOPMENT AREA D-1

LAND AREA:

Net:	10.42 Acres	453,737.95 SF
------	-------------	---------------

DEVELOPMENT AREA D-2

LAND AREA:

Net:	1.03 Acres	44,796.17 SF
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PERMITTED USES:

Use Unit 1, area wide uses by right, limited to landscaping, open spaces and similar uses, and Use Unit 10, Off-Street Parking Areas, and uses customarily accessory to the permitted uses.

Except as amended hereby all the other Development Standards of PUD 83 shall remain unchanged.

GATEWAY FIRST BANK
Minor Amendment PUD 83-B-1

III. PROJECT LEGAL DESCRIPTIONS.

The legal descriptions of Development Area A-1 and Development Area A-2 are attached hereto as **Exhibit “B”** and **Exhibit “C”**, respectively. The legal descriptions of Development Area D-1 and Development Area D-2 are attached hereto as **Exhibit “D”** and **Exhibit “E”**, respectively.

IV. SCHEDULE OF DEVELOPMENT.

The anticipated construction start date for development within Development Area A-2 and Development Area D-2 is the third quarter of 2020.

GATEWAY FIRST BANK
Minor Amendment PUD 83-B-1

EXHIBIT “A”

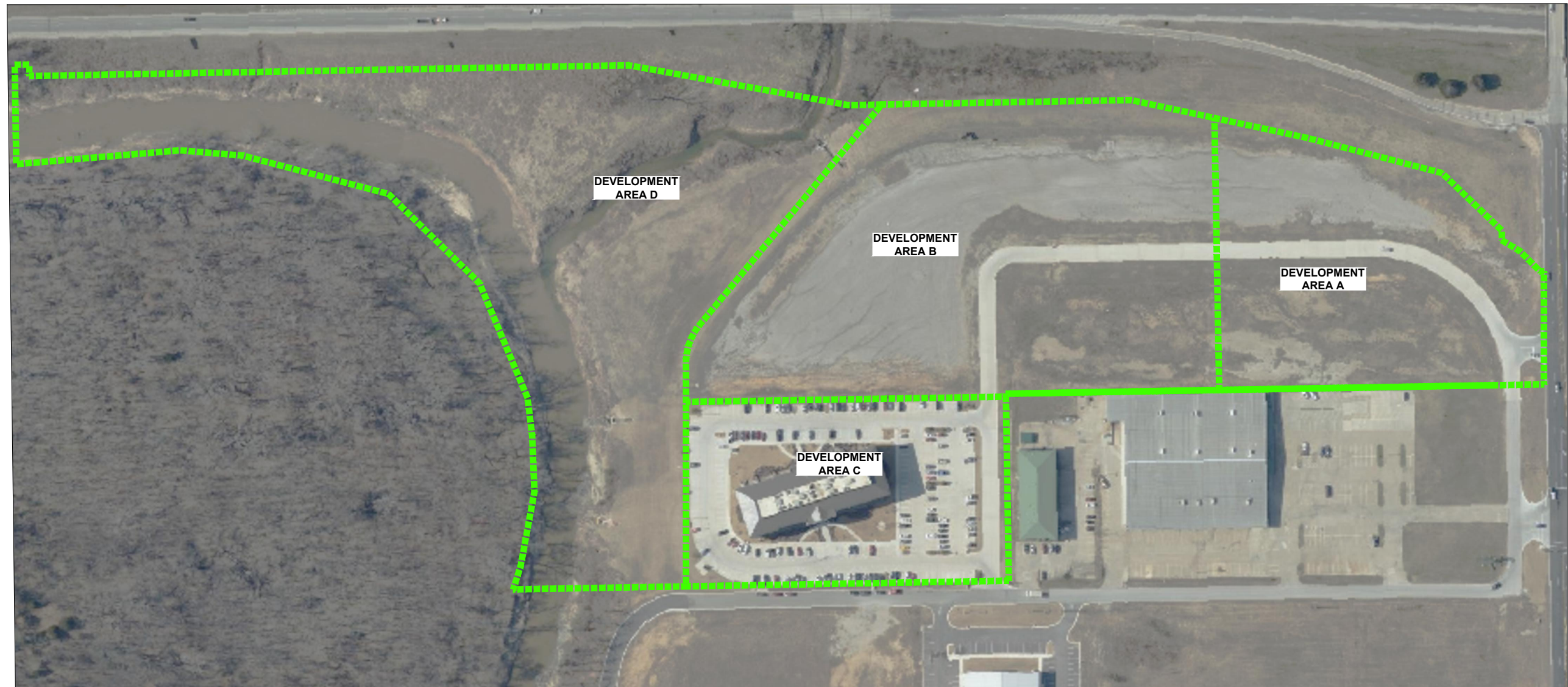
MAP OF EXISTING DEVELOPMENT AREAS IN PUD 83



DRAWING SCALE: 1"= 100'
0 50 100 200

Exhibit A

Existing Development Areas



PLOT DATE: Nov. 03 Feb 2020 FILE: P1181022-GATEWAY BANKINGWAY BANKSAFE(PLO)



AAB Engineering, LLC
AAB
Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2020
KS CA#2292 Exp: Dec. 31, 2020
Office: (918) 514-4283 Fax: (918) 514-4288

GATEWAY FIRST BANK
Minor Amendment PUD 83-B-1

EXHIBIT "B"

LEGAL DESCRIPTION DEVELOPMENT AREA A-1

A PART OF LOT ONE (1) BLOCK ONE (1) OF GATEWAY PLAZA, AN ADDITION IN THE SW/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 12 EAST, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE OFFICIAL RECORDED PLAT DOC. #6614, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT ONE (1); THENCE SOUTH 00°03'17" EAST ALONG THE EAST LINE THEREOF, A DISTANCE OF 487.73 FEET; THENCE SOUTH 89°56'43" WEST, A DISTANCE OF 224.00 FEET TO THE WEST LINE OF SAID LOT ONE (1); THENCE NORTH 00°03'17" WEST ALONG SAID WEST LINE, A DISTANCE OF 263.73 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 44°56'43" EAST, 316.78 FEET, FOR AN ARC DISTANCE OF 351.86 FEET TO THE POINT OF BEGINNING. CONTAINING 98,485.03 SQUARE FEET OR 2.26 ACRES.

AND

A PART OF LOT ONE (1) BLOCK TWO (2) OF GATEWAY PLAZA, AN ADDITION IN THE SW/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 12 EAST, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE OFFICIAL RECORDED PLAT DOC. #6614, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT ONE (1); THENCE NORTH 00°05'30" WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 222.12 FEET; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 14°35'41" EAST, A DISTANCE OF 143.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 14°35'41" EAST, A DISTANCE OF 159.80 FEET; THENCE NORTH 89°00'13" EAST, A DISTANCE OF 169.96 FEET TO THE EAST LINE OF SAID LOT ONE (1); THENCE SOUTH 00°03'17" EAST ALONG SAID EAST LINE, A DISTANCE OF 157.40 FEET; THENCE SOUTH 89°56'43" WEST, A DISTANCE OF 210.36 FEET TO THE POINT OF BEGINNING. CONTAINING 29,635.20 SQUARE FEET OR 0.68 ACRES.

GATEWAY FIRST BANK
Minor Amendment PUD 83-B-1

EXHIBIT "C"

LEGAL DESCRIPTION OF DEVELOPMENT AREA A-2

A PART OF LOT ONE (1) BLOCK TWO (2) OF GATEWAY PLAZA, AN ADDITION IN THE SW/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 12 EAST, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE OFFICIAL RECORDED PLAT DOC. #6614, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT ONE (1); THENCE NORTH 00°05'30" WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 222.12 FEET; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 14°35'41" EAST, A DISTANCE OF 302.93 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID LOT ONE (1) FOR THE NEXT TEN CALLS, NORTH 14°35'41" EAST, A DISTANCE OF 238.07 FEET; THENCE NORTH 43°55'01" EAST, A DISTANCE OF 142.23 FEET; THENCE SOUTH 89°59'27" EAST, A DISTANCE OF 16.50 FEET; THENCE NORTH 30°51'13" EAST, A DISTANCE OF 34.94 FEET; THENCE NORTH 45°00'44" EAST, A DISTANCE OF 49.50 FEET; THENCE NORTH 00°06'57" WEST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 89°59'27" EAST, A DISTANCE OF 193.50 FEET; THENCE SOUTH 00°03'17" EAST, A DISTANCE OF 43.27 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 252.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 44°56'44" WEST, 356.38 FEET, FOR AN ARC DISTANCE OF 395.84 FEET; THENCE SOUTH 00°03'17" EAST, A DISTANCE OF 106.33 FEET; THENCE LEAVING THE BOUNDARY OF SAID LOT ONE (1), SOUTH 89°00'13" WEST, A DISTANCE OF 169.96 FEET TO THE POINT OF BEGINNING. CONTAINING 60,438.49 SQUARE FEET OR 1.39 ACRES.

GATEWAY FIRST BANK
Minor Amendment PUD 83-B-1

EXHIBIT "D"

LEGAL DESCRIPTION DEVELOPMENT AREA D-1

A PART OF LOT ONE (1) BLOCK FOUR (4) OF GATEWAY PLAZA, AN ADDITION IN THE SW/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 12 EAST, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE OFFICIAL RECORDED PLAT DOC. #6614, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE (1); THENCE SOUTH 00°03'17" EAST ALONG THE EAST LINE THEREOF, A DISTANCE OF 142.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°03'17" EAST ALONG SAID EAST LINE, A DISTANCE OF 159.75 FEET TO A CORNER OF SAID LOT ONE (1); THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID LOT ONE (1) FOR THE NEXT SIXTEEN CALLS; NORTH 71°18'03" WEST, A DISTANCE OF 41.41 FEET; THENCE NORTH 78°32'03" WEST, A DISTANCE OF 129.81 FEET; THENCE SOUTH 88°35'32" WEST, A DISTANCE OF 97.10 FEET; THENCE SOUTH 83°53'17" WEST, A DISTANCE OF 64.36 FEET; THENCE SOUTH 69°46'41" WEST, A DISTANCE OF 92.37 FEET; THENCE SOUTH 66°58'58" WEST, A DISTANCE OF 120.15 FEET; THENCE SOUTH 45°24'13" WEST, A DISTANCE OF 217.69 FEET; THENCE SOUTH 15°41'37" WEST, A DISTANCE OF 258.19 FEET; THENCE SOUTH 05°43'57" WEST, A DISTANCE OF 107.27 FEET; THENCE SOUTH 03°54'02" EAST, A DISTANCE OF 280.84 FEET; THENCE NORTH 89°54'31" WEST, A DISTANCE OF 169.99 FEET; THENCE NORTH 00°06'57" WEST, A DISTANCE OF 24.75 FEET; THENCE SOUTH 89°54'31" EAST, A DISTANCE OF 19.70 FEET; THENCE NORTH 00°05'30" WEST, A DISTANCE OF 1023.91 FEET; THENCE NORTH 11°13'06" EAST, A DISTANCE OF 382.43 FEET; THENCE NORTH 00°05'30" WEST, A DISTANCE OF 55.56 FEET TO THE NORTHWEST CORNER OF SAID LOT ONE (1); THENCE SOUTH 49°30'47" EAST ALONG THE NORTHERLY LINE OF SAID LOT ONE (1), A DISTANCE OF 488.52 FEET; THENCE ALONG SAID NORTH LINE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 101.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 69°45'07" EAST, 69.88 FEET, FOR AN ARC DISTANCE OF 71.35 FEET; THENCE SOUTH 89°59'27" EAST ALONG SAID NORTH LINE, A DISTANCE OF 66.10 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 142.00 FEET; THENCE SOUTH 89°59'27" EAST, A DISTANCE OF 315.54 FEET TO THE POINT OF BEGINNING. CONTAINING 453,737.95 SQUARE FEET OR 10.42 ACRES.

GATEWAY FIRST BANK
Minor Amendment PUD 83-B-1

EXHIBIT "E"

LEGAL DESCRIPTION DEVELOPMENT AREA D-2

A PART OF LOT ONE (1) BLOCK FOUR (4) OF GATEWAY PLAZA, AN ADDITION IN THE SW/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 12 EAST, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE OFFICIAL RECORDED PLAT DOC. #6614, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT ONE (1); THENCE SOUTH 00°03'17" EAST ALONG THE EAST LINE THEREOF, A DISTANCE OF 142.00 FEET; THENCE SOUTH 89°59'27" WEST, A DISTANCE OF 315.54 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 142.00 FEET TO THE NORTHERLY LINE OF SAID LOT ONE (1); THENCE SOUTH 89°59'27" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 315.40 TO THE POINT OF BEGINNING. CONTAINING 44,796.17 SQUARE FEET OR 1.03 ACRES.

GATEWAY FIRST BANK
Minor Amendment PUD 83-B-1

EXHIBIT “F”

MAP OF DEVELOPMENT AREAS IN PUD 83-B-1



DRAWING SCALE: 1"= 100'
0 50 100 200

Exhibit F

Proposed Development Areas



PLOT DATE: Nov. 03 Feb 2020 FILE: P1181022-GATEWAY BANKINGWAY BANKSAFE(PLO)



AAB Engineering, LLC



Engineering • Surveying • Land Planning

PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2020
KS CA#2292 Exp: Dec. 31, 2020
Office: (918) 514-4283 Fax: (918) 514-4288

GATEWAY FIRST BANK
Minor Amendment PUD 83-B-1

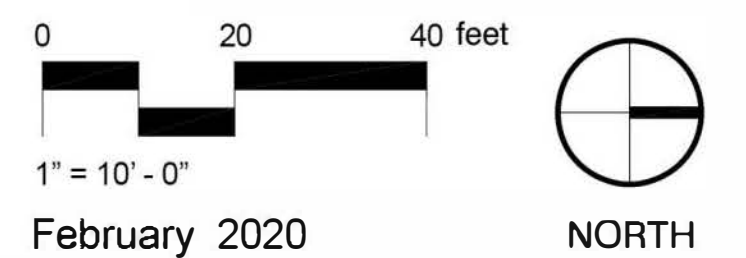
EXHIBIT “G”

CONCEPTUAL LANDSCAPING PLAN FOR DEVELOPMENT AREA A-2

Gateway Plaza

GATEWAY FIRST BANK
PUD 83-B-1
Jenks, Oklahoma

EXHIBIT G



PLANT SCHEDULE

SHADE TREES 2 1/2" MIN. CAL.
EVERGREEN TREES 8' MIN. HT.

TREE SELECTIONS WILL BE VARIETIES
THAT EXCEL IN OKLAHOMA WHICH COULD INCLUDE:

- SHUMARD OAK
- CHINESE PISTACHE
- LOBLOLLY PINE
- LEGACY MAPLE
- ELM (IMPROVED VARIETIES)
- HOLLY TREES



ALABACK DESIGN
LANDSCAPE ARCHITECTS

GATEWAY FIRST BANK
Minor Amendment PUD 83-B-1

EXHIBIT “H”

CONCEPTUAL LANDSCAPING PLAN FOR DEVELOPMENT AREA D-2

PLANT SCHEDULE

SHADE TREES 2 1/2" MIN. CAL.
EVERGREEN TREES 8' MIN. HT.

TREE SELECTIONS WILL BE VARIETIES
THAT EXCEL IN OKLAHOMA WHICH COULD INCLUDE:

- SHUMARD OAK - LEGACY MAPLE
- CHINESE PISTACHE - ELM (IMPROVED VARIETIES)
- LOBLOLLY PINE - HOLLY TREES

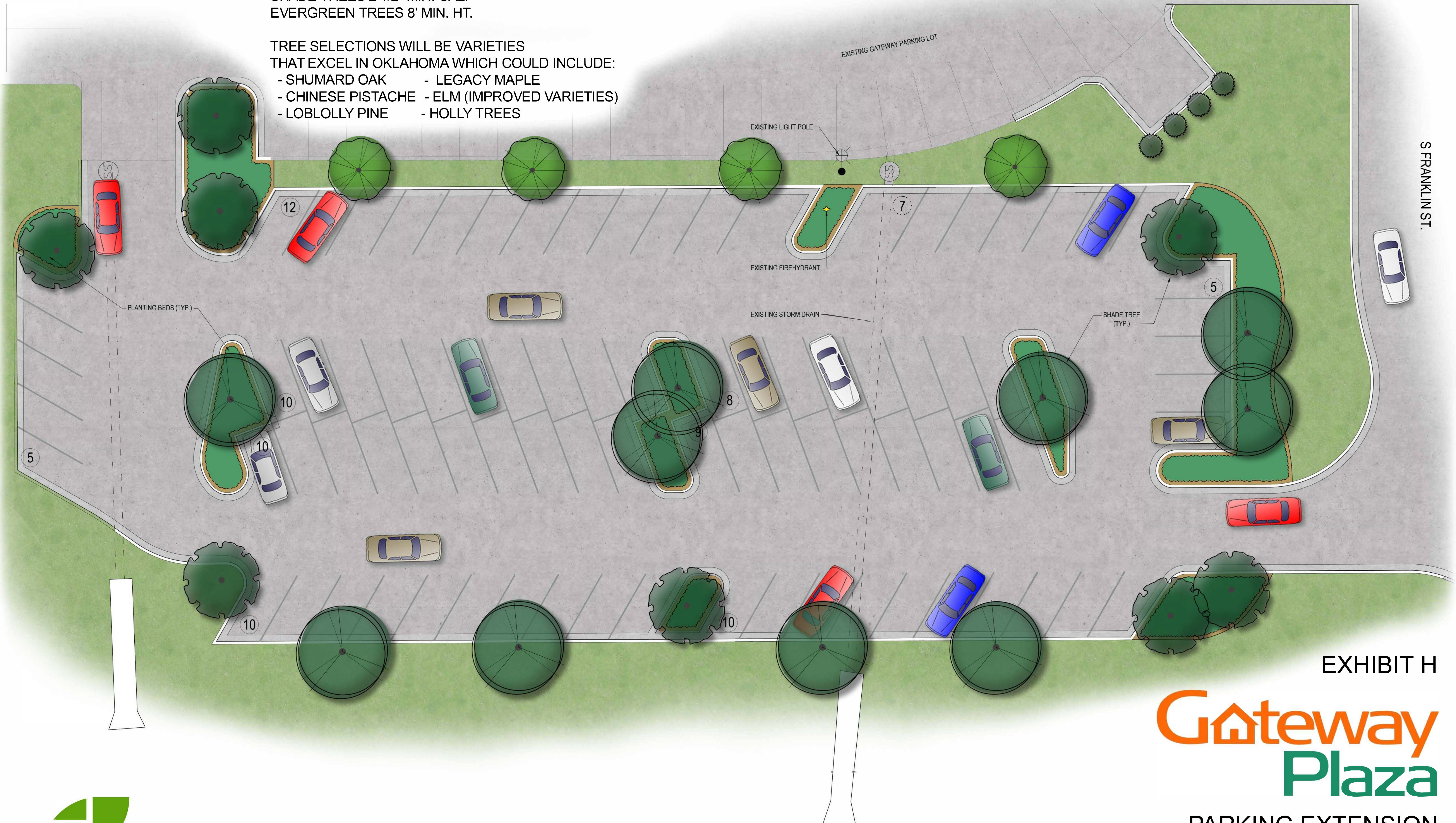


EXHIBIT H

Gateway Plaza

PARKING EXTENSION

PUD 83-B-1

Jenks, Oklahoma

GATEWAY FIRST BANK
Minor Amendment PUD 83-B-1

EXHIBIT “I”

CONCEPTUAL LANDSCAPING PLAN FOR RESERVE AREA B

Gateway Plaza

RESERVE AREA B
PUD 83.B.1
Jenks, Oklahoma

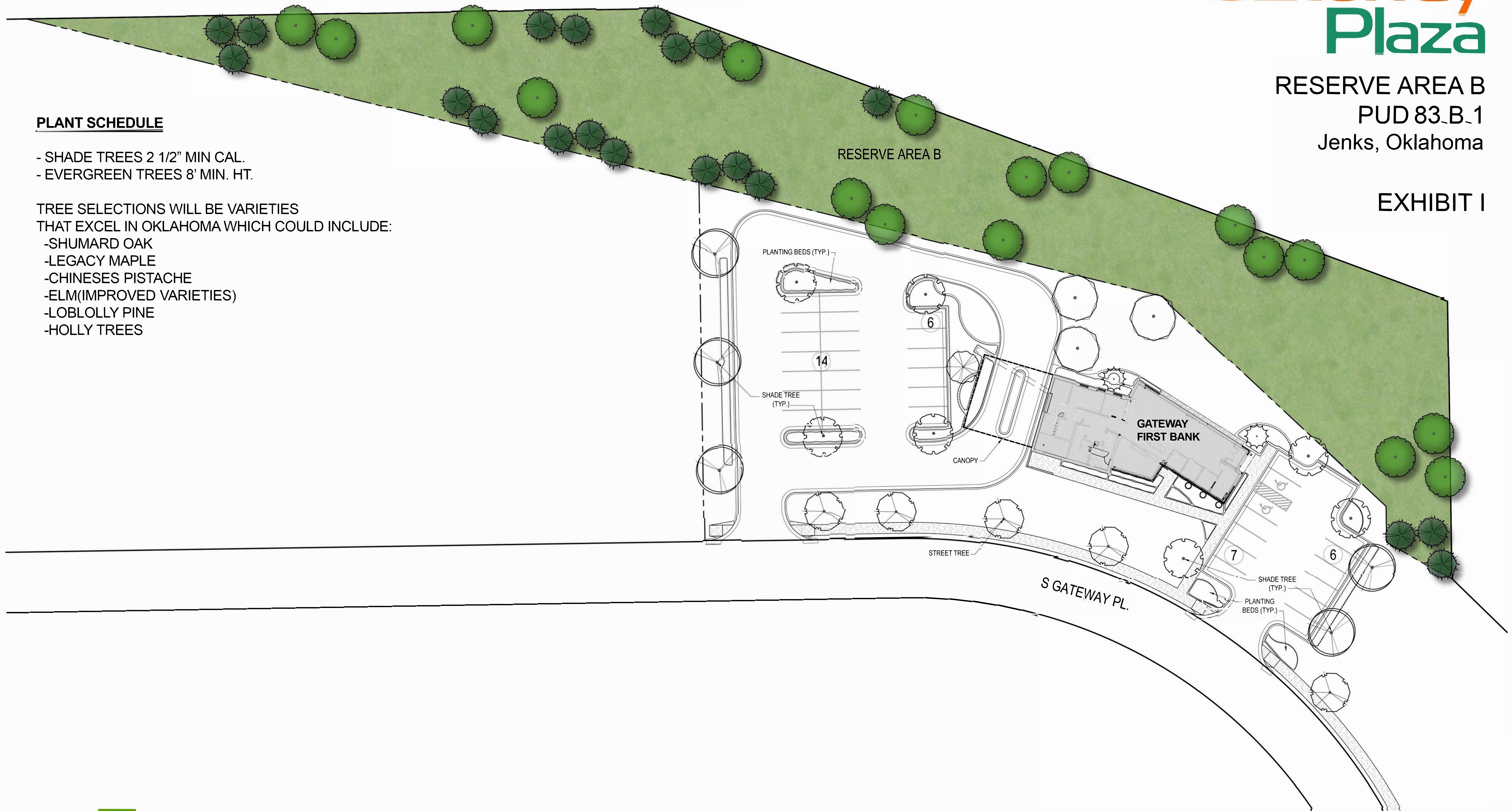
EXHIBIT I

PLANT SCHEDULE

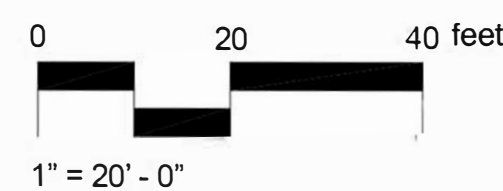
- SHADE TREES 2 1/2" MIN CAL.
- EVERGREEN TREES 8' MIN. HT.

TREE SELECTIONS WILL BE VARIETIES THAT EXCEL IN OKLAHOMA WHICH COULD INCLUDE:

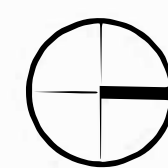
- SHUMARD OAK
- LEGACY MAPLE
- CHINESE PISTACHE
- ELM(IMPROVED VARIETIES)
- LOBLOLLY PINE
- HOLLY TREES



ALABACK DESIGN
LANDSCAPE ARCHITECTS



February 2020



NORTH