

Melody Court

Preliminary Plat

A Replat of Lot 3, Block 2 of Melody Lane Center in the SE/4 of Section 24, T-18-N, R-12-E, of the Indian Base & Meridian,
City of Jenks, Tulsa County, State of Oklahoma.
Zoned: CG / PUD-126

DEED OF DEDICATION PUD-126 FOR MELODY COURT

KNOW ALL MEN BY THESE PRESENTS:

MELODY COURT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND TRAINING WITH PURPOSE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY (JOINTLY HEREINAFTER REFERRED TO AS "OWNER"), IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS A PORTION OF LOT THREE (3), BLOCK TWO (2), MELODY LANE CENTER TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, THENCE NORTH 49°43'38" WEST ALONG SAID SOUTH LINE OF LOT 3, A DISTANCE OF 264.26 FEET TO THE SOUTHWEST CORNER OF LOT 3; THENCE DUE NORTH 84.03 FEET; THENCE NORTH 00°17'58" EAST A DISTANCE OF 338.45 FEET; THENCE NORTH 15°25'56" EAST A DISTANCE OF 118.59 FEET TO A POINT THAT IS 10.30 FEET SOUTHWESTERLY OF THE NORTHWEST CORNER OF LOT 3; THENCE SOUTH 60°37'13" EAST, PARALLEL WITH THE NORTH LINE OF LOT 3, A DISTANCE OF 256.08 FEET; THENCE SOUTH 29°22'49" WEST A DISTANCE OF 111.79 FEET; THENCE DUE SOUTH A DISTANCE OF 484.57 FEET TO THE POINT OF BEGINNING, CONTAINING 118,691 SQUARE FEET OR 2.725 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 2 LOTS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "MELODY COURT," A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA.

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT 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 THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION. IN THE EVENT THE LOT OWNER NEGLECTS TO OBTAIN APPROVAL OF SUCH IMPROVEMENT, AND IT IS DETERMINED BY THE CITY OF SAND SPRINGS, OKLAHOMA AND BY THE SUPPLIER OF THE AFFECTED UTILITY SERVICE THAT AN IMPROVEMENT INSTALLED WITHIN AN EASEMENT OBSTRUCTS OR ENDANGERS THE UTILITY SERVICE, THE AFFECTED UTILITY SHALL PROVIDE NOTICE TO THE LOT OWNER OF SUCH DETERMINATION AND PROVIDE LOT OWNER THIRTY (30) DAYS TO CURE OR REMOVE THE APPLICABLE IMPROVEMENT. IF FOLLOWING THE RECEIPT OF SAID NOTICE, THE LOT OWNER FAILS TO CURE OR REMOVE THE IMPROVEMENT WITHIN THE THIRTY (30) DAY PERIOD, THE SUPPLIER OF THE AFFECTED UTILITY SERVICE SHALL HAVE THE RIGHT TO REMOVE SUCH IMPROVEMENT AT THE LOT OWNER'S EXPENSE.

B. UNDERGROUND SERVICE

1. OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATIONS SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT.

2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINE SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.

3. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH 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 EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

4. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF 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 GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

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 GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SWER MAINS, AND STORM SEWERS IN THIS ADDITION.

2. 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 MAIN, OR AN CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGEMENT OF THE CITY OF JENKS, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE 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, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND THEREBY.

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S) SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY OBSTRUCTION WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FORERGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF JENKS, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENT

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

F. LOT 2 ACCESS

THE OWNER OF LOT 1 SHALL GRANT VEHICULAR AND PEDESTRIAN ACCESS ACROSS LOT 1 TO THE USERS OF LOT 2.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER(S) HEREBY RELINQUISH RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST MAIN STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF JENKS.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS "MELODY COURT" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT AS PROVIDED WITHIN SECTIONS 900A THROUGH 950A OF THE CITY OF JENKS ZONING CODE, AS THE SAME EXISTED ON JANUARY 1, 2021, (HEREINAFTER THE "JENKS ZONING CODE"), 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 AMENDMENTS THERETO, AND

WHEREAS THE OWNERS ESTABLISHED RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, OKLAHOMA;

THEREFORE, THE OWNERS TO HEREBY IMPOSE RESTRICTIONS AND COVENANTS TO ALL LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (MELODY COURT), AND WHICH COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND AND BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

GROSS LAND AREA: 2.725 AC. (118,691 SF +/-)

EXISTING ZONING: CG

MELODY COURT P.U.D. DEVELOPMENT STANDARDS FOR LOT 1:

PERMITTED USES:

USE UNIT 4: PUBLIC PROTECTION
USE UNIT 5: COMMUNITY SERVICES AND CULTURAL FACILITIES
USE UNIT 10: OFF-STREET PARKING AREAS
USE UNIT 11: OFFICES AND STUDIOS*
USE UNIT 12: EATING PLACES OTHER THAN DRIVE-INS*
USE UNIT 13: CONVENIENCE GOODS AND SERVICES*
USE UNIT 14: SHOPPING GOODS AND SERVICES*
USE UNIT 19.5: COMMERCIAL AMUSEMENT ESTABLISHMENT
USE UNIT 21: BUSINESS SIGNS AND OUTDOOR ADVERTISING
*TO INCLUDE A TOTAL OF ONE DRIVE-THRU WINDOW FOR THE ENTIRE LOT

MELODY COURT P.U.D. DEVELOPMENT STANDARDS FOR LOT 2:

PERMITTED USES:

USE UNIT 4: PUBLIC PROTECTION
USE UNIT 5: COMMUNITY SERVICES AND CULTURAL FACILITIES
USE UNIT 20: COMMERCIAL RECREATION, INTENSIVE

ALL OTHER PROVISIONS SHALL BE THE SAME AS THE CG, GENERAL COMMERCIAL ZONE:

MINIMUM FRONTAGE
MAXIMUM FLOOR AREA
MINIMUM BUILDING SETBACK
BUILDING HEIGHT
SCREENING
PARKING
LANDSCAPING
LIGHTING
SITE PLAN REVIEW

OWNER'S ACKNOWLEDGEMENT:

IN WITNESS WHEREOF:
MELODY COURT, LLC, BEING THE OWNER OF MELODY COURT, LOT 1 WHICH IS PLATTED HERewith, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION AND PLAT THIS _____ DAY OF _____, 2021.

ITS MANAGER: _____

SIGNATURE _____

PRINTED NAME _____

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, BY _____ AS MANAGER OF MELODY COURT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

IN WITNESS WHEREOF:

TRAINING WITH PURPOSE, LLC, BEING THE OWNER OF MELODY COURT, LOT 2 WHICH IS PLATTED HERewith, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION AND PLAT THIS _____ DAY OF _____, 2021.

ITS MANAGER: _____

SIGNATURE _____

PRINTED NAME _____

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, BY _____ AS MANAGER OF TRAINING WITH PURPOSE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

NOTARY PUBLIC _____

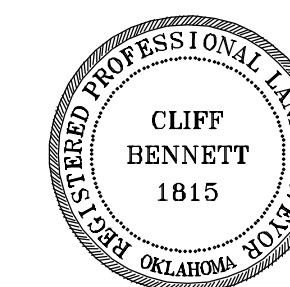
MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, CLIFF BENNETT OF BENNETT SURVEYING INC., A REGISTERED 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "MELODY COURT", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

CLIFF BENNETT
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. _____



STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, BY CLIFF BENNETT AS A REGISTERED PROFESSIONAL LAND SURVEYOR.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____