

**Deed of Dedication  
and  
Restrictive Covenants  
P.U.D. 97  
JENKS LANDING AMENDED**

KNOW ALL MEN BY THESE PRESENTS:

DASH RANCH, L.L.C., an Oklahoma corporation, hereinafter referred to as the "Owner/Developer", is the owner of the following described land in the City of Jenks, Tulsa County, State of Oklahoma, to wit:

A tract of land located in the S/2 of the NE/4 of Section 34, T-18-N, R-12-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

**TRACT "A"**

A tract of land being Lot 1, Block 1, "Jenks Landing", a subdivision in the City of Jenks, located within the S/2 of the NE/4 of Section 34, T-18-N, R-12-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, Plat No. 6730, as filed in the office of the Tulsa County Clerk, said tract being more particularly described as follows:

Commencing at the east quarter corner of Section 34, T-18-N, R-12-E of the Indian Base and Meridian;

Thence N 89°58'05" W, along the south line of said NE/4, a distance of 291.89 feet to a point, said point being the southeast corner of Lot 2, Block 1 of said "Jenks Landing";

Thence along the east line of said Jenks Landing, N 03°20'37" W a distance of 285.76 feet to the "Point of Beginning", said point being the southeast corner of said Lot 1;

The remaining courses described herein are along the south, west, north and east lines of said Lot 1;

Thence S 90°00'00" W a distance of 17.59 feet;

Thence S 80°34'35" W a distance of 36.65 feet;

Thence S 90°00'00" W a distance of 150.45 feet;

Thence along a tangent curve to the right with a central angle of 90°00'00", a radius of 27.00 feet, an arc length of 42.41 feet, a chord bearing of N 45°00'00" W for a chord length of 38.18 feet;

Thence N 00°00'00" E a distance of 127.16 feet;

Thence along a tangent curve to the left with a central angle of 09°52'24", a radius of 550.00 feet, an arc length of 94.78 feet, a chord bearing of N 04°56'12" W for a chord length of 94.66 feet;

Thence N 09°52'24" W a distance of 131.38 feet;

Thence along a tangent curve to the left with a central angle of 08°27'29", a radius of 900.00 feet, an arc length of 132.86 feet, a chord bearing of N 14°06'08" W for a chord length of 132.74 feet;

Thence N 18°19'52" W a distance of 110.87 feet;

Thence along a tangent curve to the left with a central angle of 10°34'37", a radius of 515.00 feet, an arc length of 95.07 feet, a chord bearing of N 23°37'11" W for a chord length of 94.94 feet;

Thence N 28°54'29" W a distance of 24.00 feet;

Thence along a tangent curve to the right with a central angle of 21°27'39", a radius of 180.00 feet, an arc length of 67.42 feet, a chord bearing of N 18°10'40" W for a chord length of 67.03 feet;

Thence N 07°26'50" W a distance of 98.57 feet;

Thence N 37°33'10" E a distance of 21.09 feet;

Thence along a non-tangent curve to the left with a central angle of 08°22'57", a radius of 230.00 feet, an arc length of 33.65 feet, a chord bearing of N 69°22'43" E for a chord length of 33.62 feet;

Thence N 65°11'15" E a distance of 150.00 feet;

Thence S 24°48'45" E a distance of 311.76 feet;

Thence along a tangent curve to the right with a central angle of 21°28'12", a radius of 879.76 feet, an arc length of 329.65 feet, a chord bearing of S 14°04'41" E for a chord length of 327.72 feet;

Thence S 03°20'37" E a distance of 366.56 feet to the "Point of Beginning".

Said tract contains 223,794 square feet of 5.1376 acres.

**AND**

**TRACT " B"**

A tract of land being a part of Lot 3, Block 1, "Jenks Landing", a subdivision in the City of Jenks, located within the S/2 of the NE/4 of Section 34, T-18-N, R-12-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, Plat No. 6730, as filed in the office of the Tulsa County Clerk, said tract being more particularly described as follows:

Commencing at the east quarter corner of Section 34, T-18-N, R-12-E of the Indian Base and Meridian;

Thence N 89°58'05" W, along the south line of said NE/4 and the south line of said Jenks Landing, a distance of 906.91 feet to the southwest corner of Lot 4, Block 1 of said Jenks Landing;

Thence N 00°00'00" E, along the west line of said Lot 4, a distance of 248.93 feet to the "Point of Beginning", said point being the southwest corner of said Lot 3;

Thence continuing along the west line of said Lot 3, N 00°00'00" E a distance of 139.36 feet;

Thence continuing along said west line, along a tangent curve to the left with a central angle of 13°41'45", a radius of 1005.00 feet, an arc length of 240.23 feet, a chord bearing of N 06°50'52" W for a chord length of 239.66 feet;

Thence N 75°53'52" E a distance of 333.93 feet, to a point on the east line of said Lot 3;

Thence along said east line, on a non-tangent curve to the right with a central angle of 03°45'44", a radius of 870.00 feet, an arc length of 57.13 feet, a chord bearing of S 11°45'16" E for a chord length of 57.12 feet;

Thence continuing along said east line, S 09°52'24" E a distance of 131.38 feet;

Thence continuing along said east line, along a tangent curve to the right with a central angle of 09°52'24", a radius of 520.00 feet, an arc length of 89.61 feet, a chord bearing of S 04°56'12" E for a chord length of 89.50 feet;

Thence continuing along said east line, S 00°00'00" W a distance of 184.16 feet to the southeast corner of said Lot 3;

Thence S 90°00'00" W, along the south line of said Lot 3, a distance of 337.16 feet to the "Point of Beginning".

Said tract contains 141,369 square feet or 3.2454 acres.

Said combined Tracts 'A' and 'B' contain 365,163 square feet or 8.3830 acres.

The non-astronomical basis of bearings for said contained herein is the south line of the NE/4 of Section 34, T-18-N, R-12-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

As Owner/Developer, I hereby certify that I have caused the above described land to be surveyed, divided, mapped, dedicated and access rights reserved as presented on the plat and have designated the subdivision as "**JENKS LANDING AMENDED**", a subdivision in the City of Jenks, Tulsa County, Oklahoma.

**SECTION I. EASEMENTS AND UTILITIES**

**1.1. General Utility Easements**

The Owner/Developer does hereby dedicate, for public use, the utility easements as depicted on the accompanying plat as "U/E" or "Utility Easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and

communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves to itself, and to its assigns, the right to use or delegate to others the right to use the designated easements and rights of way to provide any of the services set forth herein, including, but not limited to the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the streets and all of the utility easements depicted on the plat for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenants 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 streets and utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of a street or easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls.

**1.2. Underground Service**

1.2.1 Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.

1.2.2 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, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

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

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

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

**1.3. Water and Sewer Service**

1.3.1 The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main or public sanitary sewer main. 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 or

sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.

1.3.2 The City of Jenks, or its successors, will be responsible for ordinary maintenance of public water main, or public sanitary sewer main, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

1.3.3 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 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 said underground water and sewer facilities.

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

**1.4 Gas Service**

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

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

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

**1.5 Surface Drainage**

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this "Section 1.5 Surface Drainage" shall be enforceable by any affected lot owner and by the City of Jenks, Oklahoma.

**1.6 Paving and Landscaping Within Easements**

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

**1.7 Storm Sewer**

1.7.1 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.

1.7.2 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.

1.7.3 The City of Jenks, or its successors, shall be responsible for ordinary maintenance of the public 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.

1.7.4 The foregoing covenants concerning the public storm sewer system shall be enforceable by the City of Jenks, or its successor, and the owner of each lot agrees to be bound hereby.

1.7.5 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 areas 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.

**1.8 Limits of No Access**

The undersigned owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Union Avenue and West 114<sup>th</sup> Street within the boundaries designated "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the City of Jenks, Oklahoma or its successors, or as otherwise provided by the statutes and laws of the State of Oklahoma. "Limits of No Access" shall be enforceable by the City of Jenks.

**SECTION II. RESERVE AREAS**

**2.1 Reserve Areas**

Every person or entity who is a record owner of the fee interest of a lot within "**JENKS LANDING AMENDED**" shall be subject to the requirements and responsibilities as described in "Section II. Reserve Areas" of the Deed of Dedication and Restrictive Covenants of Jenks Landing, Plat No. 6730.

**SECTION III. CORRIDOR APPEARANCE DISTRICT**

**3.1 Appearance Design**

3.1.1 Building design and site plan details should be so designed to provide building exterior walls and structural facades of a complementary style in order to minimize the impact of proposed new buildings and uses on adjacent and nearby properties. Exterior walls of buildings visible from the fronting street(s) must provide a complementary appearance utilizing design features, landscaping, color schemes and other architectural treatments to eliminate monotone or monolithic exterior walls or structural facades in order to be compatible and complementary to adjacent and nearby properties within the Corridor Appearance District.

3.1.2 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.

3.1.3 All roof-mounted heating and air conditioning equipment (HVAC) shall be screened.

**3.2 Building Materials**

3.2.1 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.

3.2.2 All new structures and all reconstruction or remodeling of existing structures within the Corridor Appearance District should utilize exterior materials such as masonry, face brick, stone, or wood.

3.2.3 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.

**JENKS LANDING AMENDED**

Date Prepared: May 7, 2021

Sheet 3 of 3

3.3 Parking and Landscaping

3.3.1 Parking

- a. Off-street parking areas/off-street loading areas should conform to the design, lighting, and improvements as required by the Jenks zoning code.
- b. 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.
- c. Unenclosed off-street parking areas shall be surfaced with a dust-free all-weather material
- d. Parking and internal traffic circulation should be established within each separate development in a way that will result in a substantial reduction in the number of existing and new public street and private drive access points to major arterial street frontages.

3.3.2 Landscaping

- a. Street frontages within the Corridor Appearance District should provide a sense of open space and should be buffered from the streets by landscaped drives, lawns, or parking.
- b. Trees and shrubbery utilized for landscaping purposes should conform to the species recommended and approved by the City of Jenks.
- c. Locations along or near to the proposed routes of the Jenks Trail System should be encouraged to provide for pedestrian and bicycle access to the system.
- d. Commercial and other office uses within the Corridor Appearance District should provide minimum landscaped open space as follows:
  - i. Commercial Use 12.5% of Lot Area
  - ii. Office Use 12.5% of Lot Area

3.4 Fencing

- 3.4.1 Development and re-development within the Corridor Appearance District should include adequate screening and buffering to avoid negative impacts on adjacent residential areas.
- 3.4.2 Screening fencing, where required by the Jenks Zoning Code and else where on a lot within a Corridor Appearance District, should be wooden fencing, faux fencing, masonry, or brick walls or combinations thereof, providing visual barriers.
- 3.4.3 Screening walls or fences shall be maintained by the owner or occupant of the lot containing the use required to construct the screening.

3.5 Signage

- 3.5.1 All signs as defined in the Jenks City 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 City Code, Zoning Code, and Sign Code without the necessity of variances. Variances of height, size, setback, and other code requirements should not be supported within the Corridor Appearance District.

3.6 Lighting

- 3.6.1 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 or road right-of-way.
  - b. Lighting incorporating period lighting fixtures similar to special theme district and conforming to approved City street lighting studies are encouraged.

**SECTION IV. PLANNED UNIT DEVELOPMENT RESTRICTIONS**

WHEREAS, "JENKS LANDING AMENDED" was submitted as part of a planned unit development (designated as PUD No. 97) pursuant to Chapter 9 of the City of Jenks Zoning Ordinance.

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

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.

4.1 Permitted Uses:

Uses permitted by right or special exception in the CS Zone District, Use Unit 15 (Other Trades and Services), Warehousing with no outside storage permitted.

4.2 Floor Area Ratio: 0.40

4.3 Minimum Building Setbacks:

- from South Union Avenue ROW 50 feet
- from West 114<sup>th</sup> Street ROW 50 feet
- from West Development Line 5 feet
- from South Development Line 50 feet

4.4 Maximum Building Height: 35 feet\*

Architectural elements may exceed the maximum building height with Site Plan approval.

\* Plus 2 feet of setback for each one foot building height exceeding 15 feet, if the property abuts an RE, RS or RD District.

4.5 Minimum Off-Street Parking:

Retail As required by the City of Jenks Zoning Code for the applicable Use Unit

- Service Center
- Office 1 space/300 s.f.
- Warehouse 1 space/600 s.f.

4.6 Minimum Landscaped Area: 12.5%

4.7 Landscaping and Open Space:

Unless modified herein, landscaping and open space will be provided in accordance with the City of Jenks Zoning Code.

4.8 Signage:

Signs shall be installed in accordance with the City of Jenks Zoning Code.

4.9 Lighting:

Lighting will be installed in accordance with the City of Jenks Zoning Code.

**V. PROPERTY OWNERS' ASSOCIATION**

5.1 Formation

The Owner/Developer has formed or shall cause to be formed in accordance with the statutes of the State of Oklahoma, JENKS LANDING AMENDED PROPERTY OWNERS' ASSOCIATION, INC., a nonprofit corporate entity (herein referred to as the "Association"). The Association shall be formed for the general purposes of maintaining Reserves "A" and "B", as described in "Section II. Reserve Areas" of the Deed of Dedication and Restrictive Covenants of Jenks Landing, Plat No. 6730.

5.2 Membership

Every person or entity who is a record owner of the fee interest of a lot within "JENKS LANDING AMENDED" shall be a member of the Association. Membership shall be appurtenant to and may not be

separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

5.3 Covenant for Assessments

The owner and each subsequent owner of a lot, by acceptance of a deed thereto, are deemed to covenant and agree to pay the 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 Reserves "A" and "B" as designated on the plat of Jenks Landing, Plat No. 6730. Said assessments will be established by the Board of Directors in accordance with the declaration and the bylaws of the Association. An unpaid assessment shall be a lien against the lot which it is made. The lien, however, shall be subordinate to the lien of any first mortgage

5.4 Enforcement Rights of the Association

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this Deed of Dedication, and shall have the right to enforce all the covenants to the same extent as a lot owner.

**SECTION VI. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

6.1 Enforcement and Duration

The restrictions herein set forth are covenants to 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 recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereafter provided. If the undersigned Owner/Developer, or its successors or assigns shall violate any of the covenants hereon, it shall be lawful for the City of Jenks or any persons owning a lot situated within the subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, and to prevent him/her or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

6.2. Amendment

The Covenants contained herein within "Section I. Easements and Utilities" and "Section IV. Planned Unit Development Restrictions" may be amended or terminated at any time by a written instrument signed and acknowledged by the Jenks Planning Commission or its successors with the approval of the City of Jenks, Oklahoma.

6.3. Severability

These restrictive covenants, together with the other documents incorporated by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provisions herein contained shall not serve to render the balance or this instrument void, or unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy nor a modification of these restrictions and protective covenants.

6.4. Definitions

In the event of ambiguity of any word or term set forth herein, the meaning thereof shall be deemed to be defined as set forth within the City of Jenks Zoning Code as the same existed on January 1, 2000 or as subsequently amended.

IN WITNESS WHEREOF: DASH RANCH, L.L.C., an Oklahoma limited liability company, executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2021.

DASH RANCH, L.L.C.  
an Oklahoma limited liability company

Troy Atkin, Managing Memeber

State of Oklahoma )  
                                  ) s.s.  
County of Tulsa )

Before me, the undersigned, a notary public in and for said County and State on this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared Troy Atkin, to me known to be the identical person and Managing Member who subscribed the name of the maker thereof and acknowledged to me that he executed the same as his free and voluntary act and deed of DASH RANCH, L.L.C., an Oklahoma limited liability company, for the uses and purposes therein set forth.

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

Jack Taber, Notary Public  
My commission No. is 12005192  
My commission expires May 31, 2024

**CERTIFICATE OF SURVEY**

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, 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 "JENKS LANDING AMENDED", a subdivision in Creek County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021

Bobby D. Long  
Registered Professional Land Surveyor  
Oklahoma No. 1886

State of Oklahoma )  
                                  ) s.s.  
County of Tulsa )

The foregoing Certificate of Survey was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Bobby D. Long.

Jack Taber, Notary Public  
My commission No. is 12005192  
My commission expires May 31, 2024

**JENKS LANDING AMENDED**

Date Prepared: May 7, 2021 Sheet 3 of 3