

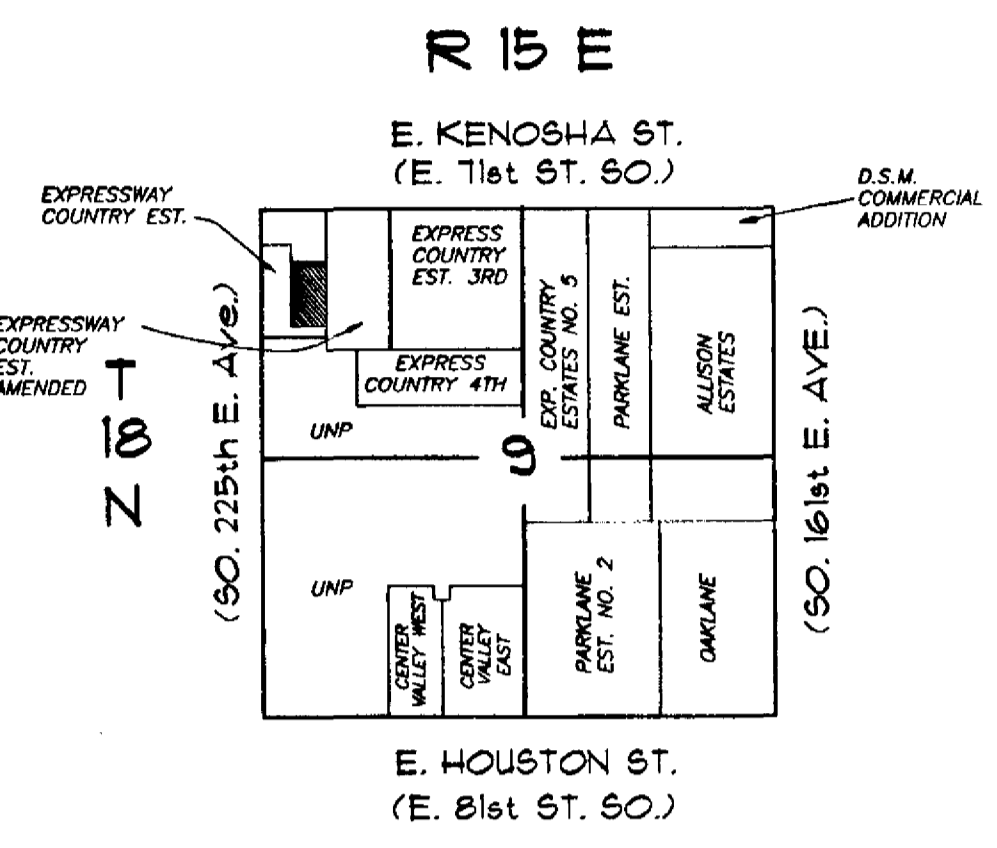
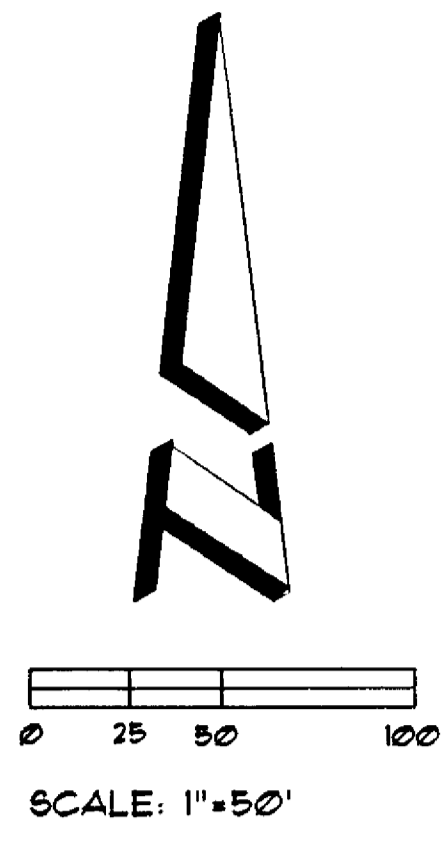
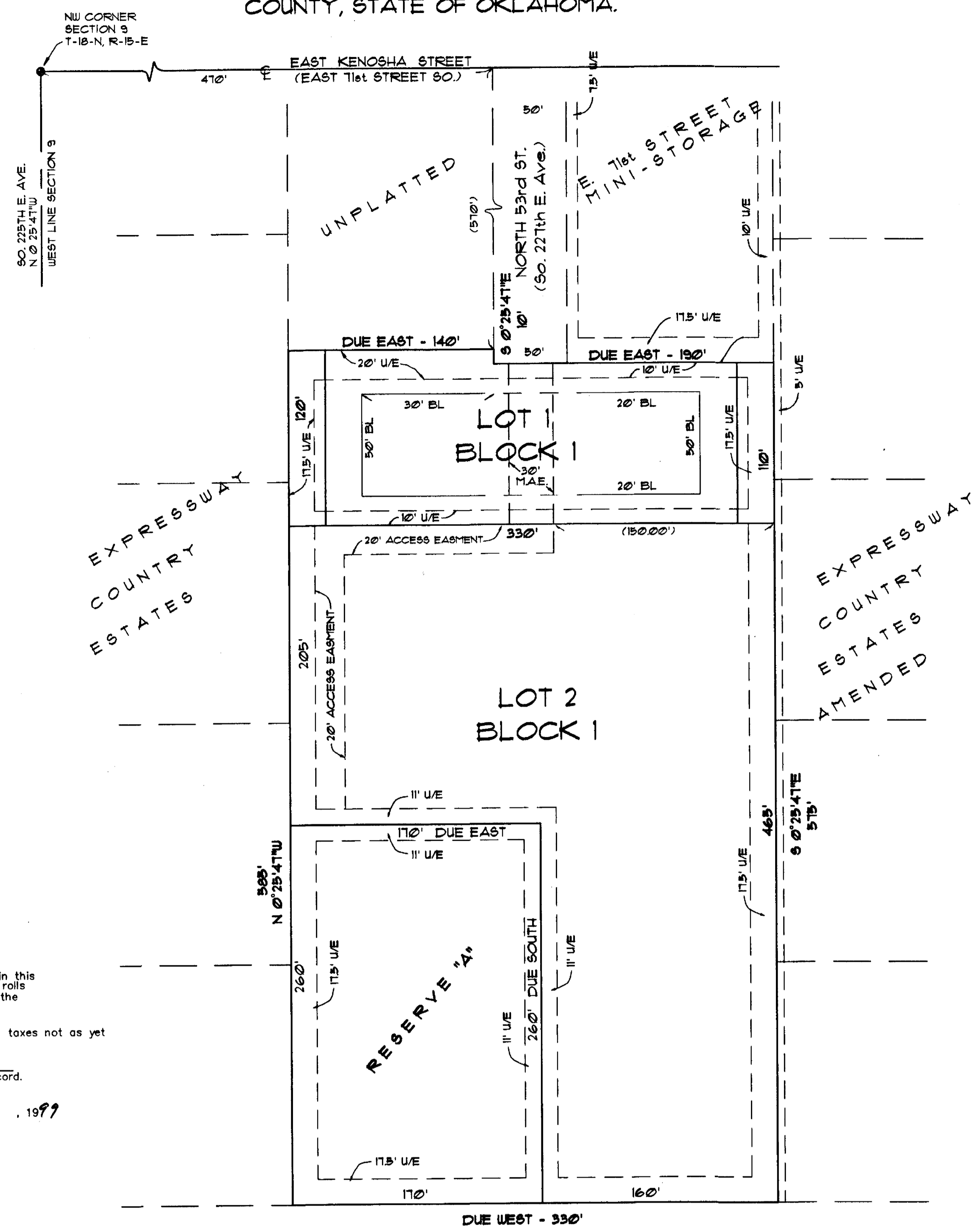
T PUD 90B EAST 71st STREET MINI-STORAGE 2nd

A PART OF THE NORTHWEST QUARTER OF THE
NORTHWEST QUARTER (NW/4 NW/4) OF SECTION 9,
T-18-N, R-15-E, CITY OF BROKEN ARROW, WAGONER
COUNTY, STATE OF OKLAHOMA.

ENGINEER:
SPRADLING & ASSOCIATES, INC.
1660 E. 71st STREET, SUITE 2P-2
TULSA, OKLAHOMA 74136
918-436-2464

OWNER:
GENE T. TATE
120 E. NORMAN PLACE
BROKEN ARROW, OK. 74012
918-251-8456

APPROVED 5-11-99 by the City
Council of the City of Broken Arrow,
Oklahoma.
James C. Spradling
Mayor
Brenda Kay
Alderman, City Clerk



LOCATION MAP

SUBDIVISION CONTAINS
2 LOTS
4.39 ACRES
APRIL 26, 1999
TATEVZIDUG
989902

LEGEND

BL	BUILDING LINE
IP	IRON PIN
CL	CENTER LINE
U/E	UTILITY EASEMENT
M.A.E.	MUTUAL ACCESS EASEMENT

ADDRESSES

LOT	BLOCK	ADDRESS
1	1	7310 So. 227th E. AVE
2	1	7310 So. 227th E. AVE

THE ADDRESSES SHOWN ON THIS PLAT
WERE PROVIDED BY THE CITY OF
BROKEN ARROW AND WERE ACCURATE
AT THE TIME THIS PLAT WAS FILED.
ADDRESSES ARE SUBJECT TO CHANGE
AND SHOULD NEVER BE RELIED ON
IN LIEU OF LEGAL DESCRIPTION.

SHEET 1 OF 2

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma
Statutes, I hereby certify that as to all real estates taxes involved in this
plot, all such taxes have been paid as reflected by the current tax rolls
and security as provided by said Section 514, has been provided in the
amount of \$ 266.50 per trust receipt no.
4471 to be applied to 19 99 taxes not as yet
certified to me.
This certificate is NOT to be construed as payment of 19 99
taxes in full but is given in order that this plat may be filed of record.
19 99 taxes not exceed the amount of the security deposit.
Dated July 22, 1999

WAGONER COUNTY TREASURER
By Danny Sue Sudder
DEPUTY

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
That Gene T. Tate, hereinafter sometimes called "Owner", is the Owner in fee simple of the
following described Real Estate:
A tract of land situated in the northwest quarter of the northwest quarter
(NW/4 NW/4) of Section Nine (9), T-18-N, R-15-E, of the Indian Base and
Meridian, Wagoner County, State of Oklahoma, said tracts of land being more
particularly described as follows, to-wit:
Commencing at the Northwest Corner of said NW/4 NW/4; Thence due East
for a distance of 520.00 feet; Thence S 00° 25' 47" E and parallel to the westerly line of the NW/4 NW/4
for a distance of 270.00 feet to the point of beginning; Thence due East and
parallel to said northerly line, for a distance of 140.00 feet; Thence S 00°
25' 47" E and parallel to said westerly line, for a distance of 310.00 feet to
the true point of beginning; Thence continuing S 00° 25' 47" E and parallel to
said westerly line for 375.00 feet; Thence due West and parallel to said
Northerly line for 330.00 feet; Thence N 00° 25' 47" W and parallel to said
Westerly line for 585.00 feet; Thence due East and parallel to said Northerly
line for 140.00 feet; Thence S 00° 25' 47" E and parallel to said westerly line for
10.00 feet; Thence due East and parallel to said Northerly line for 120.00 feet
to the point of beginning and containing 4.39 acres more or less.
The Owner has caused the same to be surveyed, staked, plotted and subdivided into two (2)
lots in one (1) block, and streets as shown by the accompanying plat and survey thereof, and
which plat is made a part hereof; and the Owner has given to the City of Broken Arrow, Wagoner
County, Oklahoma,
Now, therefore, the Owner, for the purpose of providing for the orderly development of
"EAST 71ST STREET MINI-STORAGE 2ND" and for the purpose of insuring adequate
restrictions for the mutual benefit of the Owner, his Successors, Grantees and Assigns, the
Beneficiaries of the easements set forth in Section I below, with respect to such covenants
and restrictions, does hereby impose the following restrictions and covenants, which shall be covenants
only, does hereby impose the following restrictions and covenants, which shall be covenants
only, running with the land and which shall be enforceable by the Owner or Owners of any
property within "EAST 71ST STREET MINI-STORAGE 2ND" and by the Beneficiaries of the
covenants set forth in Section I below, with respect to such covenants only.

SECTION I. STREETS AND UTILITY EASEMENTS
The Owner does hereby dedicate for public use forever the streets, Rights-Of-Way, and
utility easements, as designated and shown on the accompanying plat, for the several
purposes of constructing, maintaining, repairing, removing and relocating any and all public
utilities, including storm and sanitary sewers, telephone lines, cable television lines, electric
power lines and transformers, gas lines and water lines, together with all fittings and
equipment for each of such utilities including the poles, wires, conduits, pipes, valves, meters
and any other appurtenances thereto, with right of ingress and egress to said easements for
and any other appurtenances thereto, provided, however, that the undersigned Owner hereby
reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines,
together with the right of ingress and egress over, across and along all of the easement
areas shown on the plat, both for the purpose of furnishing services to the area included
within the plat.

Pavement or landscape repair within restricted water line, sewer line, or utility easements
as a result of water or sewer line or other utility repairs due to breaks and failures shall be
borne by the Owners of the lots. No building, structure or other above or below ground
obstructions, that will interfere with the aforesaid shall be placed, erected, installed or
permitted upon the Easement-Ways or Right-Of-Way as shown.

A. ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES
1. Overhead pole lines for the supply of electric, telephone and cable television may be
located in the easement areas reserved for general utility services and in the streets shown
on the attached plat. Service pedestals and transformers, as sources of supply at secondary
voltages, may also be located in such Easement-Ways and Streets.
2. Electric, telephone and cable television service may be underground service lines and/or
cables to all buildings provided that upon the installation of such service line or cable to a
particular building, the supplier of said service shall thereafter be deemed to have a
definitive, permanent, effective and exclusive Right-Of-Way easement on said lot, covering
a five foot strip extending 2.5 feet on each side of such service line or cable, extending from
the pole, service pedestal or transformer to the service entrance on said building, the Owner
of each lot may grant additional easements as needed for above said services.
3. The suppliers of electric, telephone and cable television services, through their proper
agents and employees, shall at all times have right of access to all such Easement-Ways
shown on said plat, for the purpose of installing, maintaining, removing or replacing any portion of said underground facilities so installed by
them.
4. The Owner of each lot shall be responsible for the protection of the underground
electric, telephone and cable television facilities located on his property, and shall prevent
the alterations of grade or any construction activity which may interfere with said facilities.
The respective companies will be responsible for ordinary maintenance of the said
underground facilities, but the Owner of each lot will pay for damage or relocation of such
facilities caused or necessitated by acts of the Owner of each lot or his agent or
contractors.
5. The foregoing covenants and restrictions concerning electric, telephone and cable
television facilities shall be enforceable by the various and respective suppliers of such
services, and the Owner.

B. WATER AND SANITARY SEWER SERVICE
1. 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 shall prevent the alteration of
grade in excess of three feet (3') from the original contours or any construction activity
which may interfere with said public water mains and/or public sanitary sewer facilities. Said
alteration of grade restrictions shall be limited to easement areas.

2. The City of Broken Arrow or its successors will be responsible for ordinary maintenance
of public water mains and public sanitary sewer facilities, but the Owner of each lot will pay
for damage or relocation of such facilities caused or necessitated by acts of the Owner of
each lot or its agents or contractors.
3. The City of Broken Arrow 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,
maintaining, removing or replacing any portion of said underground water and sewer facilities.
4. The foregoing covenants and restrictions concerning water and sewer facilities shall be
enforceable by the City of Broken Arrow or its successors, and the Owner of each lot agrees
to be bound hereby.
C. GAS SERVICE
1. The suppliers of gas service, through their proper agents and employees shall at all times
have right of access 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 gas facilities so installed by them.
2. The Owner of each lot shall be responsible for the protection of the underground gas
facilities located on his property, and shall prevent the alteration of grade or any
construction activity which may interfere with said facilities, but the Owner of each
responsible for ordinary maintenance of the underground facilities, but the Owner of each
lot will pay for damage or relocation of such facilities caused or necessitated by acts of the
Owner of each lot or its agents or contractors.
3. The foregoing covenants and restrictions concerning underground gas facilities shall be
enforceable by the suppliers of said services, and the Owner of each lot agrees to be bound
hereby.
D. LIMITS OF NO ACCESS
1. The Owner hereby relinquishes right of ingress and egress to the above described
property within the bounds designated on the accompanying plat as "LIMITS OF NO
ACCESS" (LNA) except as may hereafter be released, altered, or amended by the City of
Broken Arrow or its successors, or as otherwise provided by the statutes and Laws of the
State of Oklahoma pertaining thereto.

E. STORM SEWER
1. The City of Broken Arrow, or its successors, through its proper agents and employees,
shall at all times have right of access with their equipment to the Utility Easements for the
purpose of installing, maintaining, removing and replacing any portion of the underground
storm sewer system.
2. No fence, wall, or building which would cause an obstruction shall be placed or maintained
in a drainage easement area, and any construction activity which would interfere with the
Storm Sewer System shall be prohibited.
3. Maintenance of the storm water detention system is the responsibility of the property owner.

AMENDED CHARACTER EXPLANATION OF THE T PUD 90B

I am proposing an extension to my mini-storage comprising a total of 94 units ranging in
size from 5'x5' to 20'x20' as follows:
20 units 5'x5'
20 units 5'x10'
20 units 10'x10'
22 units 10'x15'
6 units 10'x20'
4 units 15'x20'
2 units 20'x20'
Net land size is 37,950 sq.ft.
Net building size is 10,000 sq.ft.
Landscape area is 5,500 sq.ft.
Building to land is 26%
1. The buildings will be of 26 gauge steel construction. One story nine foot to the eaves.
They will withstand 30 mph wind load and 90 MPH winds. 2R rated fire wall sheet rock will be installed
sufficient to meet fire codes where required. The building will be off-white trimmed in blue.
This will be consistent with the existing buildings.
2. The entire parcel (Tract I and Tract II) will remain under one ownership. 3.52 acres will
be zoned as agriculture. This can be accessed through the mini-storage by those who are
maintained, but not for the general public. That is the way it is now, due to a locked gate where
227th East Avenue dead-ends.
3. Plans for a Hammer-Head turn-around, where 227th East Avenue dead-ends, have been reviewed
and approved by the City Engineering Department.
4. Tract I (Lot 1) shall be developed in accordance with C-5 regulations except as follows:
(a) The use of the facility will be limited to that of a mini-storage only.
(b) Buildings shall setback 50', except along the east half of the north boundary and along all of
the south boundary, the building setback shall be at least 20'. If the property adjacent to the
west half of the north boundary is rezoned to a commercial district, buildings shall set back
30 feet from the west half of the north boundary.
(c) The building will be one-story with a maximum height of ten feet.
5. Tract II (Lot 2) shall be developed in accordance with the A-1 regulations except as follows:
(a) The detention for the storm water from Tract I (Lot 1) will be located in the Tract II (Lot 2)
area which shall meet the sub-division standards.
(b) There will be no other uses than agriculture.
(c) There will be no residential structures or outside storage building other than those for agriculture use.
(d) No recreational vehicles shall be stored in Tract II (Lot 2).

- 7. All of the storm water will flow to the west and from there it will be directed to the detention pond
per City Engineering requirements. Three neighbors to the west receive storm water run-off currently due
to a contour terrace which was constructed in the 1940's. With the construction of the proposed
mini-storage in that area, all of that excess run-off would be eliminated.
8. The current office and restroom facilities would serve the proposed addition adequately.
9. Per the Assistant Fire Marshall's office, the availability of access to areas of the facility from the
inside would not make it necessary for Fire Truck access to the outside of the buildings. The Fire
Department has its own code to gain access through the security gate.
10. Screening shall be provided along the east and west boundaries of Tract I (Lot 1) in accordance with
Article V, Section 19.8 of the zoning regulations unless a letter of agreement is provided from the
adjoining property owners stating their preference for the existing fence to remain.
11. The frame work for the screening will consist of eight foot landscape timbers to serve as posts. They
will be set on 7'-6" centers. Attached between the posts will be three treated 2"x4"x8'-0" spacers
22 inches apart. Attached to the 2x4's will be 26 gauge steel 3"x7" sheets with 6" ribs. They will
be off-white in color, formed in blue to match the mini-storage building. The 2x4's will
be attached with 1" metal to wood screws. The sheeting will be attached with 1" metal to wood screws,
attached with 3" screws. The sheeting will be attached with 1" metal to wood screws.
12. A landscaped area not less than 25 feet in width shall be established along the west and east boundaries
of the site. In this landscaped area (open space) area along the east and west boundaries of Tract I (Lot 1)
at least one evergreen tree from Article VII, Section 19.14 (2" caliper minimum) shall be planted for
every 25 lined feet of open space area. Trees will be grouped together or evenly spaced.
13. A site plan and landscape plan shall be submitted to the Planning Commission prior to building permit
being issued.
14. Property, including Tracts I (Lot 1) and Tracts II (Lot 2) will be platted.
15. Development will begin as soon as the project is approved in all areas.

The foregoing covenants and restriction concerning the Public Storm Sewer System shall
be enforceable by the City of Broken Arrow, or its successors, and the Owner of each lot
agrees to be bound hereby. IN WITNESS WHEREOF, "OWNER" has caused these presents to be executed this
_____ day of _____, 1999.

By Gene T. Tate
Gene T. Tate

STATE OF OKLAHOMA } SS
COUNTY OF _____ }
Before me, the undersigned, a notary public in and for said County and State, on this
_____ day of _____, 1999, personally appeared
Gene T. Tate, to me known to be the identical person who subscribed the name of the maker
thereof to the foregoing instrument and acknowledged to me that he executed the same 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.
My Commission Expires _____ Notary Public

CERTIFICATE OF SURVEY
I, Jack L. Spradling, a Registered Land Surveyor in and for 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 said plat designated as "EAST 71ST
STREET MINI-STORAGE 2ND" in addition to the City of Broken Arrow, Wagoner County,
Oklahoma, is a representation of a survey made on the ground using generally accepted
practices.

WITNESS my hand and seal this 22nd day of July, 1999.
By Jack L. Spradling
Jack L. Spradling
Registered Land Surveyor #481

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 _____, 1999, personally appeared
Jack L. Spradling, to me known to be the identical person who subscribed his name as
Registered Land Surveyor to the foregoing Certificate as his free and voluntary act and
deed, and as the free and voluntary act of Spradling and Associates, Inc., for the uses and
purposes therein set forth.

Given under my hand and seal the day and year last above written.
April 26, 2003
My Commission Expires _____ Notary Public

