

STATE OF OKLAHOMA
WAGONER COUNTY
FILED OR RECORDED
95 SEP 20 AM 10:49
JERRY FIELDS
COUNTY CLERK

Plat Cabinet #3-299A

T.P.U.D. # 90

East 71st Street Mini-Storage

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 15 EAST, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER:

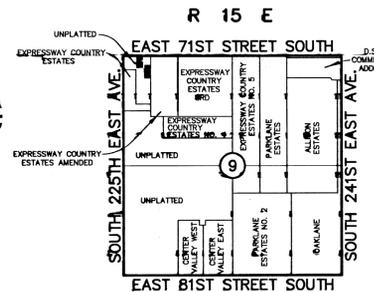
Gene T. Tate

120 East Norman Place
Broken Arrow, Oklahoma 74012
Phone: (918) 251-8456

SURVEYOR:

A.C. Hall & Assoc. Surveying, Inc.

11002 East 51st Street, Suite A
Tulsa, Oklahoma 74146
Phone: (918) 663-7770



Location Map

SCALE: 1"=200'

SUBDIVISION CONTAINS
TWO(2) LOTS IN TWO(2) BLOCKS
BLOCK ONE(1) AREA: 0.900 ACRES
BLOCK TWO(2) AREA: 0.996 ACRES

CERTIFICATE
AS PROVIDED IN TITLE 11, CHAPTER 13, SECTION 514 OF THE OKLAHOMA STATUTES, I HEREBY CERTIFY THAT AS TO ALL REAL ESTATE TAXES INVOLVED IN THIS PLAT, ALL SUCH TAXES HAVE BEEN PAID AS REFLECTED BY THE CURRENT TAX ROLLS AND SECURITY AS REQUIRED BY SAID SECTION 514, HAS BEEN PROVIDED IN THE AMOUNT OF \$ 1,031.12 PER TRUST RECEIPT NO. 3550 TO BE APPLIED TO 19 95 TAXES NOT SO YET CERTIFIED TO ME, THIS CERTIFICATE IS NOT TO BE CONSTRUED AS PAYMENT OF 19 95 TAXES IN FULL BUT IS GIVEN IN ORDER THAT THIS PLAT MAY BE FILED OF RECORD. 19 95 TAXES COULD EXCEED THE AMOUNT OF THE SECURITY DEPOSIT.

DATE: 9-20, 19 95
MARY OUE TIEDOR
WAGONER COUNTY TREASURER
BY: *[Signature]*
DEPUTY

Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

THAT GENE T. TATE, HERINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE:

TWO (2) TRACTS OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) OF SECTION NINE (9), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST 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 ALONG THE NORTHERLY LINE OF THE NW/4 NW/4, FOR A DISTANCE OF 330.00 FEET; THENCE SOUTH 02°25'47" EAST AND PARALLEL TO THE WESTERLY LINE OF THE NW/4 NW/4, FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE DUE EAST AND PARALLEL TO SAID NORTHERLY LINE, FOR A DISTANCE OF 140.00 FEET; THENCE SOUTH 02°25'47" EAST AND PARALLEL TO SAID WESTERLY LINE, FOR A DISTANCE OF 280.00 FEET; THENCE DUE WEST AND PARALLEL TO SAID NORTHERLY LINE, FOR A DISTANCE OF 140.00 FEET; THENCE NORTH 02°25'47" WEST AND PARALLEL TO SAID WESTERLY LINE, FOR A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.900 ACRES;

AND

COMMENCING AT THE NORTHWEST CORNER OF SAID NW/4 NW/4; THENCE DUE EAST ALONG THE NORTHERLY LINE OF THE NW/4 NW/4, FOR A DISTANCE OF 520.00 FEET; THENCE SOUTH 02°25'47" EAST 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 SOUTH 02°25'47" EAST AND PARALLEL TO SAID WESTERLY LINE, FOR A DISTANCE OF 310.00 FEET; THENCE DUE WEST AND PARALLEL TO SAID NORTHERLY LINE, FOR A DISTANCE OF 140.00 FEET; THENCE NORTH 02°25'47" WEST AND PARALLEL TO SAID WESTERLY LINE, FOR A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.996 ACRES.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO TWO (2) LOTS IN TWO (2) BLOCKS, 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 SAID PLAT THE NAME OF "EAST 71ST STREET MINI-STORAGE", AN ADDITION 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" AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNERS OF ANY PROPERTY WITHIN "EAST 71ST STREET MINI-STORAGE" 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, INSTALLING, MAINTAINING, REMOVING AND REPLACING 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 FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS FOR THE USES AND PURPOSES AFORESAID; 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 THEREACROSS 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;

PAYMENT 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, ERRECTED, 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, OR PROVIDED FOR IN THIS DEED OF DEDICATION 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 OF EACH LOT AGREES TO BE BOUND HEREBY.

B. WATER AND SANITARY SEWER SERVICE

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 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 MAIN 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.

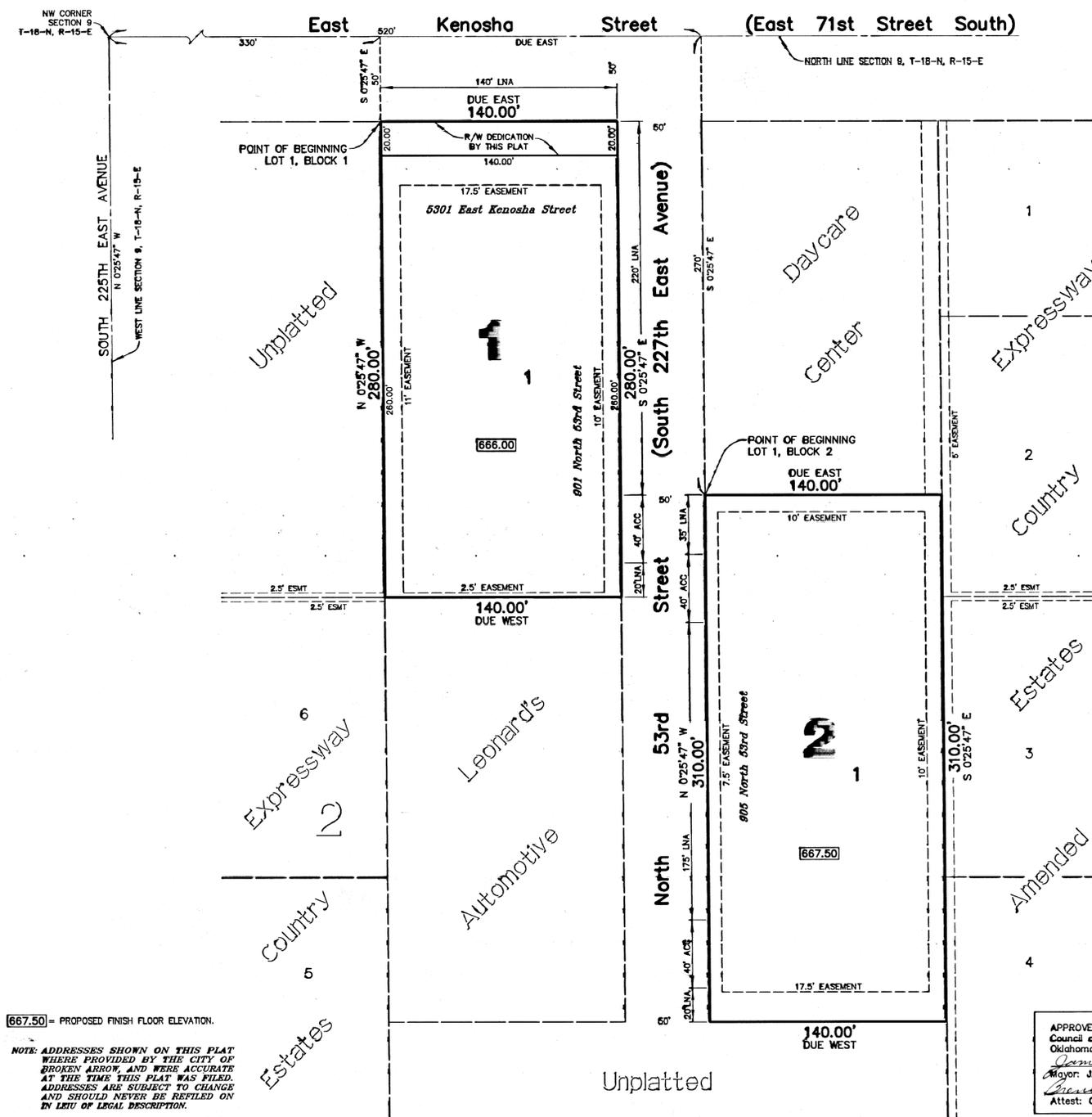
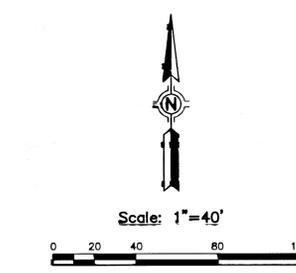
4. THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

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 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. THE COMPANIES WILL BE 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.



NOTE: ADDRESSES SHOWN ON THIS PLAT WHERE 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 REPLIED ON IN LIEU OF LEGAL DESCRIPTION.

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 THEREOF.

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. THE CITY OF BROKEN ARROW, 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.

4. THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

IN WITNESS WHEREOF, "OWNER" HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 15 DAY OF Sept., 1995.

BY: *[Signature]*
GENE T. TATE

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 15 DAY OF SEPT., 1995, 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: 10/9/95
[Signature]
NOTARY PUBLIC
STATE OF OKLAHOMA
CERTIFICATE OF SURVEY

I, ALAN C. HALL, 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 HEREIN AS "EAST 71ST STREET MINI-STORAGE" AN 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 15 DAY OF Sept., 1995.

A.C. HALL & ASSOCIATES SURVEYING, INC.
AN OKLAHOMA CORPORATION



BY: *[Signature]*
ALAN C. HALL, PRESIDENT
REGISTERED LAND SURVEYOR #1283

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 15 DAY OF SEPT., 1995, PERSONALLY APPEARED ALAN C. HALL, 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 A.C. HALL & ASSOCIATES SURVEYING, INC., FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: 10/9/95
[Signature]
NOTARY PUBLIC
STATE OF OKLAHOMA

APPROVED 6-5-95 by the City Council of the City of Broken Arrow, Oklahoma.
[Signature]
Mayor JAMES C. REYNOLDS
[Signature]
Attest: City Clerk