

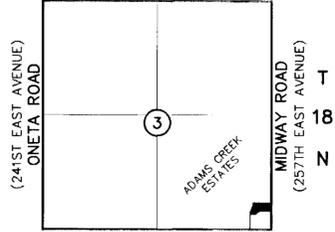
# REPLAT OF Homestead Mini Storage

PART OF THE SE/4 OF THE SE/4 OF SECTION 3, TOWNSHIP 18 NORTH,  
RANGE 15 EAST, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

## PART OF PUD NO. 64 (AMENDED) DEVELOPMENT AREAS "B" AND "C"

R 15 E

(EAST 61ST STREET SOUTH)  
ALBANY STREET



Location Map  
SCALE: 1"=2000'

SUBDIVISION CONTAINS  
ONE (1) LOT IN ONE (1) BLOCK  
SUBDIVISION CONTAINS 2.538 ACRES  
S-557

APPROVED 5-21-01 by the City  
Council of the City of Broken Arrow,  
Oklahoma.  
Mayor: James C. Reynolds  
Attest: City Clerk: Brenda Ray 9-12-01

STATE OF OKLAHOMA )  
COUNTY OF WAGONER )

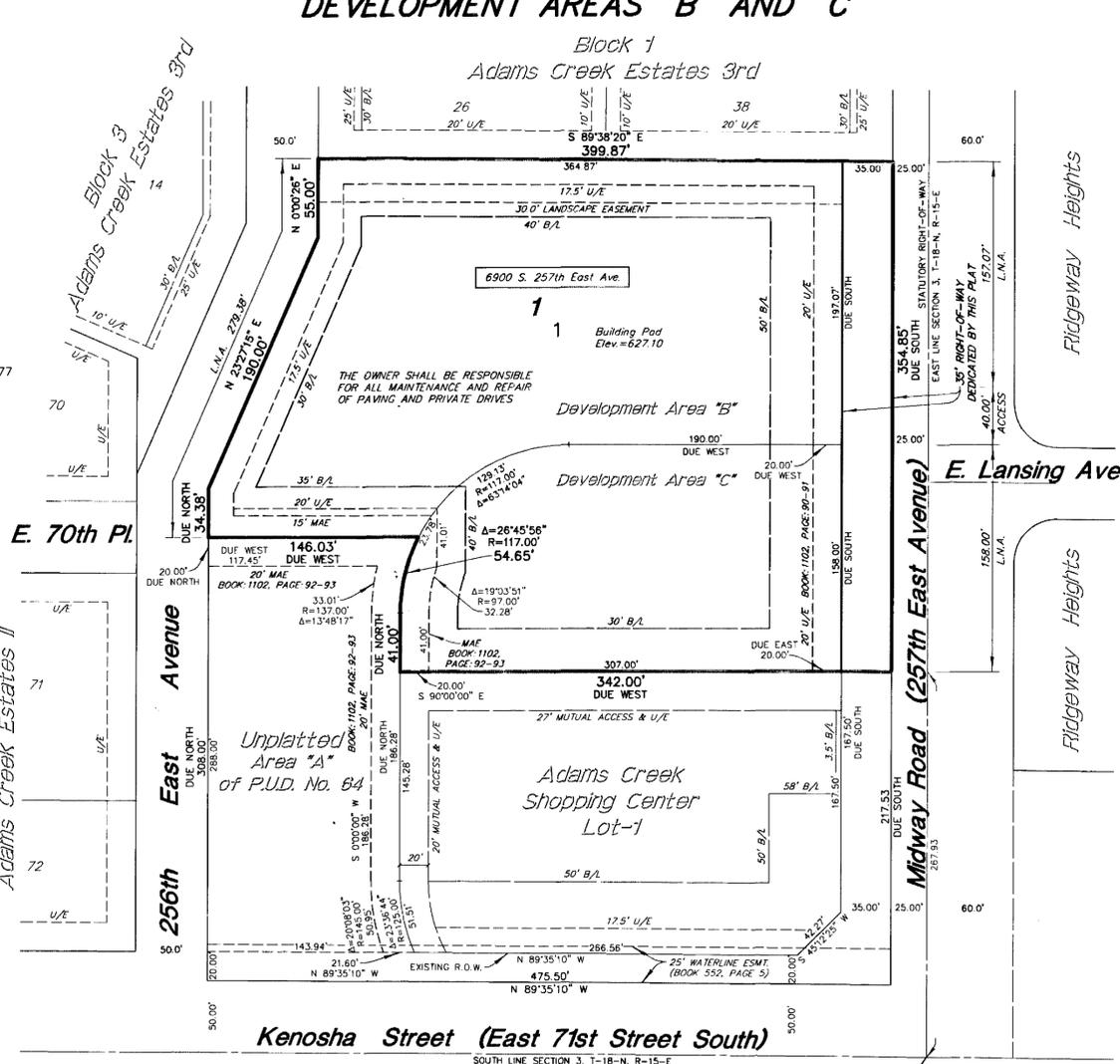
I, Wagoner County Clerk, in and for the  
County and State above named, do hereby certify that  
the foregoing is a true and correct copy of a duly  
recorded instrument on file in my office.

Dated this 28 day of December, 2001  
Signature \_\_\_\_\_

### 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 \$ 0.00 to be applied to 0.00 taxes.  
This certificate is NOT to be construed as payment of 0.00  
taxes in full but is given in order that this plat may be filed on record  
without taxes could exceed the amount of the security deposit.  
Dated December 28, 2001

Wagoner County Treasurer  
by Tracy Sue Stedler  
Deputy



Scale: 1"=60'

L.N.A. = LIMITS OF NO ACCESS  
U/E = UTILITY EASEMENT  
B/L = BUILDING LINE  
M.A.E. = MUTUAL ACCESS EASEMENT

### Benchmark

CHISELED "X" ON NORTH END OF EAST HEADWALL  
OF RCB LOCATED 148' NORTH AND 17' EAST  
OF SE CORNER OF SECTION 3, T-18-N, R-15-E.  
ELEVATION = 628.76 USGS SET BY O.D.O.T. IN 1977

### Basis of Bearings

SECTION LINE BEARINGS ESTABLISHED FOR PUD  
64 FOR KENOSHA STREET AND MIDWAY ROAD

### OWNER:

**Homestead Storage, LLC.**  
Bill Gilstrap,  
Managing Member  
No. 29 Fairroaks Road  
Broken Arrow, Oklahoma 74014  
Phone: (918)357-1132

### ENGINEER:

**Sanders Engineering, Inc.**  
Robert David Sanders, P.E.  
11502 South 66th East Avenue  
Bixby, Oklahoma 74008  
Phone: (918)296-5067

### SURVEYOR:

**Isaacs Surveying Service**  
Kenneth A. Isaacs, P.L.S.  
24 West 41st Street  
Sand Springs, Oklahoma 74063  
Phone: (918)245-0456

### Deed of Dedication

Homestead Mini Storage

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HOMESTEAD STORAGE, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ITS  
MANAGING MEMBER, WILLIAM D. GILSTRAP, HEREINAFTER REFERRED TO AS THE "OWNER / DEVELOPER",  
IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER  
COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST  
QUARTER (SE/4) OF SECTION THREE (3), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN  
(15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA, ACCORDING  
TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED  
AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT THAT IS 267.93 FEET NORTH AND 25 FEET WEST OF THE SOUTHEAST  
CORNER OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND  
MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA; THENCE DUE WEST A DISTANCE OF  
342.00 FEET; THENCE DUE NORTH A DISTANCE OF 41.00 FEET; THENCE NORTHEASTERLY  
ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET A DISTANCE OF 54.65  
FEET; THENCE DUE WEST A DISTANCE OF 146.03 FEET; THENCE DUE NORTH A DISTANCE  
34.38 FEET; THENCE NORTH 23°27'15" EAST A DISTANCE OF 190.00 FEET; THENCE NORTH  
0°00'26" EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 89°38'20" EAST A DISTANCE  
OF 399.87 FEET; THENCE SOUTH A DISTANCE OF 354.85 FEET TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED  
INTO 1 LOT, 1 BLOCK, AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS  
DESIGNATED THE SUBDIVISION AS "HOMESTEAD MINI STORAGE", A SUBDIVISION IN THE CITY  
OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA.

### SECTION I. STREETS, EASEMENTS AND UTILITIES

#### A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS AS DEPICTED  
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, 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 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/DEVELOPER HEREBY IMPOSES A RESTRICTIVE  
COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE  
ENFORCEABLE BY THE CITY OF BROKEN ARROW, 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, ERRECTED, 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.

#### B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES  
MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. 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 EASEMENTWAYS  
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 EASEMENTWAYS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE  
SUBDIVISION MAY BE RUN FROM THE NEAREST 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 TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE  
DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY 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 OR TRANSFORMER TO THE SERVICE ENTRANCE  
ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH  
ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS  
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.

4. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE  
FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY  
CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE  
TELEVISION OR GAS FACILITIES. THE 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 HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE  
BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND  
THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

#### C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS,  
SANITARY SEWER MAINS, AND STORM SEWER MAINS LOCATED ON THE OWNER'S LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION  
OF GROUND ELEVATIONS 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.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR  
ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM  
SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES  
CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

ADDRESSES SHOWN ARE CORRECT AS OF  
THE DATE OF FILING OF THIS PLAT.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE  
RIGHT OF ACCESS TO ALL EASEMENTWAYS 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 OR SEWER  
FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE  
BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF  
EACH LOT AGREES TO BE BOUND HEREBY.

#### D. SURFACE DRAINAGE AND DETENTION

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 PUBLIC STREETS AND EASEMENTS. NO LOT OWNER(S) SHALL CONSTRUCT OR PERMIT  
TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE,  
DETENTION AND RELEASE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT(S). ONSITE  
DETENTION AREAS WILL BE MAINTAINED IN A CLEAN AND UNOBSTRUCTED CONDITION. THE  
FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY ANY  
AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

#### E. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS  
OR EGRESS FROM ANY PORTION OF THE PROPERTY WITHIN THE BOUNDS DESIGNATED AS  
"LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS"  
MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS  
SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS  
OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING  
THERE TO.

#### F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER SHALL BE RESPONSIBLE FOR ALL MAINTENANCE AND REPAIR OF PAVING AND  
PRIVATE DRAINAGE. THE OWNER OF EACH 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, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE  
SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH  
ACTIVITIES.

#### SECTION II. DEVELOPMENT STANDARDS, PUD 64A

PUD 64A SHALL BE GOVERNED BY THE USE AND DEVELOPMENT REGULATIONS OF THE C-2  
DISTRICT EXCEPT AS FOLLOWS:

- PERMITTED USES: MINI-STORAGE SHALL BE PERMITTED WITHIN AREAS B AND C ONLY. AUTOMOBILE  
CAR WASH AND/OR RAPID LUBRICATION OPERATIONS SHALL BE PERMITTED WITHIN ANY DEVELOPMENT  
AREA.
- A. MAXIMUM BUILDING HEIGHT FOR MINI-STORAGE 12 FEET  
B. MAXIMUM BUILDING HEIGHT (OTHER PARTS OF PUD 64 A) 35 FEET
- MAXIMUM NUMBER OF STORIES (NON MINI-STORAGE) 2 STORIES
- MAXIMUM NUMBER OF STORIES (MINI-STORAGE) 1 STORY
- MINIMUM OPEN SPACE (PERCENTAGE OF NET AREA): 10 PERCENT
- MINIMUM BUILDING SETBACK FROM PUBLIC RIGHTS-OF-WAY  
A. FROM KENOSHA (EAST 71ST STREET) 50 FEET  
B. FROM MIDWAY ROAD (257TH EAST AVENUE) 50 FEET  
C. FROM 256TH EAST AVENUE 30 FEET
- MINIMUM SETBACK FROM NORTH BOUNDARY 40 FEET
- MINIMUM SETBACKS FROM MUTUAL ACCESS EASEMENTS 20 FEET
- MINIMUM BUILDING SEPARATION FROM THE EXISTING STRUCTURE IN  
AREA "D" (ADAMS CREEK SHOPPING CENTER LOT 1) TO ANY  
STRUCTURE WITHIN AREA "C" 30 FEET
- PARKING RATIO: ONE (1) SPACE PER 200 SQUARE FEET FLOOR AREA EXCEPT FOR MINI-STORAGE  
IN AREAS "B" AND "C". FOR THE MINI-STORAGE IN AREAS "B" AND "C", AT LEAST FOUR  
(4) PARKING SPACES SHALL BE PROVIDED FOR EACH AREA.
- MUTUAL ACCESS: THE DEVELOPER(S) MAY PROVIDE MUTUAL ACCESS AND UTILITY EASEMENTS  
AT THE TIME OF PLATTING FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING VEHICULAR  
ACCESS AND UTILITY CONSTRUCTION. IF NOT INCLUDED IN A RECORDED PLAT, THE CITY OF  
BROKEN ARROW WILL REQUIRE MUTUAL ACCESS EASEMENTS AND UTILITY EASEMENTS TO BE  
RECORDED IN WAGONER COUNTY PRIOR TO ANY BUILDING PERMITS BEING ISSUED.
- SIGNS: ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BROKEN  
ARROW ZONING CODE.
- LIGHTING: LIGHTING OF BUILDINGS, SIGNS AND LANDSCAPING SHALL BE CONSIDERATE  
OF THE ADJACENT RESIDENTIAL PROPERTIES, AND SHADED OR DIRECTED WHERE NECESSARY  
TO AVOID CASTING DIRECT LIGHT UPON SAID ADJACENT RESIDENTIAL PROPERTIES. EXTERIOR  
LIGHTING, IF PROVIDED, SHALL BE LOCATED OUTSIDE ALL UTILITY EASEMENTS. THE TOP  
OF THE LIGHT SHALL NOT BE HIGHER THAN 16 FEET ABOVE THE PARKING LOT SURFACE. ALL  
EXTERIOR LIGHTS SHALL BE DESIGNED SO THAT NO LIGHT EXTENDS BEYOND THE PROPERTY  
LINES, AND LIGHTS ON LIGHT POLES WILL BE SHIELDED. LIGHTING PLAN SHALL BE SUBMITTED  
TO AND APPROVED BY THE PLANNING DEPARTMENT PRIOR TO INSTALLATION.
- SCREENING:  
A. AREA "B": AN 8-FOOT HIGH OPAQUE SCREENING FENCE SHALL BE INSTALLED ALONG  
THE WEST PROPERTY LINE IN ACCORDANCE WITH THE BROKEN ARROW ZONING CODE AND  
IN THE NORTH PART OF AREA "B". THE NORTH SIDE OF NORTHERNMOST BUILDINGS IN  
AREA "B" CAN BE INCLUDED AS PART OF THE OPAQUE FENCE FOR THE NORTH PART  
OF THE PROPERTY.  
B. AREA "C": AN 8-FOOT HIGH OPAQUE SCREENING FENCE SHALL BE INSTALLED ALONG  
THE SOUTH AND EAST PROPERTY LINES AND IN THE WEST PART OF AREA "C" IN ACCORDANCE  
WITH THE BROKEN ARROW ZONING CODE.
- LANDSCAPING: LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH THE ZONING  
CODE. IN ADDITION, A LANDSCAPE AREA OF NOT LESS THAN 30 FEET IN WIDTH SHALL  
BE ESTABLISHED ALONG THE NORTH BOUNDARY OF AREA "B". WITHIN THIS REQUIRED LANDSCAPED  
AREA ALONG THE NORTH BOUNDARY OF AREA "B", NOT LESS THAN ONE EVERGREEN TREE  
(LISTED WITHIN SECTION 19.14 OF ARTICLE VII OF THE BROKEN ARROW ZONING ORDINANCE AND  
HAVING NOT LESS THAN A 2" CALIBER) SHALL BE PLANTED FOR EACH 25 LINEAL FEET OF  
THE REQUIRED LANDSCAPED AREA.
- DESIGN REQUIREMENTS: NO DOORS OR WINDOWS SHALL BE LOCATED ON THE NORTH SIDE  
OF THE NORTHERNMOST BUILDINGS IN AREA "B".
- ACCESS: ACCESS SHALL BE LIMITED TO THREE POINTS ON MIDWAY ROAD AND TWO POINTS  
ON KENOSHA STREET. ACCESS POINTS SHALL BE IDENTIFIED AT THE TIME OF PLATTING.

### SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

#### A. ENFORCEMENT.

THE RESTRICTIONS HEREIN SET FORTH SHALL 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 ARE SET FORTH CERTAIN COVENANTS AND THE  
ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION  
I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL BE ENFORCEABLE BY THE CITY  
OF BROKEN ARROW, OKLAHOMA.

#### 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.

#### C. AMENDMENT.

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES, 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 BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND  
THE CITY OF BROKEN ARROW, OKLAHOMA. 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 OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH  
SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: HOMESTEAD STORAGE, L.L.C., HAS EXECUTED THIS INSTRUMENT THIS  
28 DAY OF August, 2001.

HOMESTEAD STORAGE, L.L.C.  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: William D. Gilstrap, MANAGING MEMBER

STATE OF Oklahoma )  
COUNTY OF Wagoner ) SS

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS 15 DAY OF August,  
2001, PERSONALLY APPEARED WILLIAM D. GILSTRAP TO ME KNOWN TO BE THE IDENTICAL PERSON WHO  
SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, 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 SAID L.L.C., FOR THE USES AND PURPOSE THEREIN SET FORTH.



MY COMMISSION EXPIRES:  
8/6/03

### CERTIFICATE OF SURVEY

I, KENNETH A. ISAACS, 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  
HEREIN AS "HOMESTEAD MINI STORAGE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, 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.



STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS 15 DAY OF August,  
2001, PERSONALLY APPEARED KENNETH A. ISAACS, TO ME KNOWN TO BE THE IDENTICAL PERSON  
WHO SUBSCRIBED HIS NAME 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 PURPOSE  
THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: