

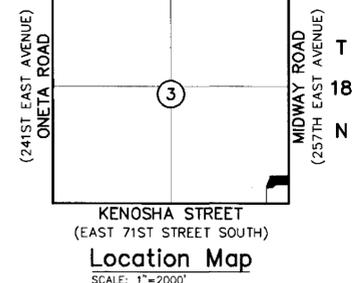
Homestead Mini Storage

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 AREA "B"

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 2.178 ACRES

APPROVED 8-15-00 by the City Council of the City of Broken Arrow, Oklahoma. Mayor: James C. Reynolds Attest: City Clerk: Brenda Ray

STATE OF OKLAHOMA) SS COUNTY OF WAGONER) I, Jerry Fields, 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 like instrument now on file in my office.

Dated the 28 day of Nov 2000

Signature of Jerry Fields, County Clerk

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 \$ 522.28 per least receipt no. 3768 to be applied to 2000 taxes. This certificate is NOT to be construed as payment of 2000 taxes in full but is given in order that this plat may be filed on record 2000 taxes could exceed the amount of the security deposit. Dated November 28, 2000

Wagoner County Treasurer by Jerry Fields Deputy



Scale: 1"=60'

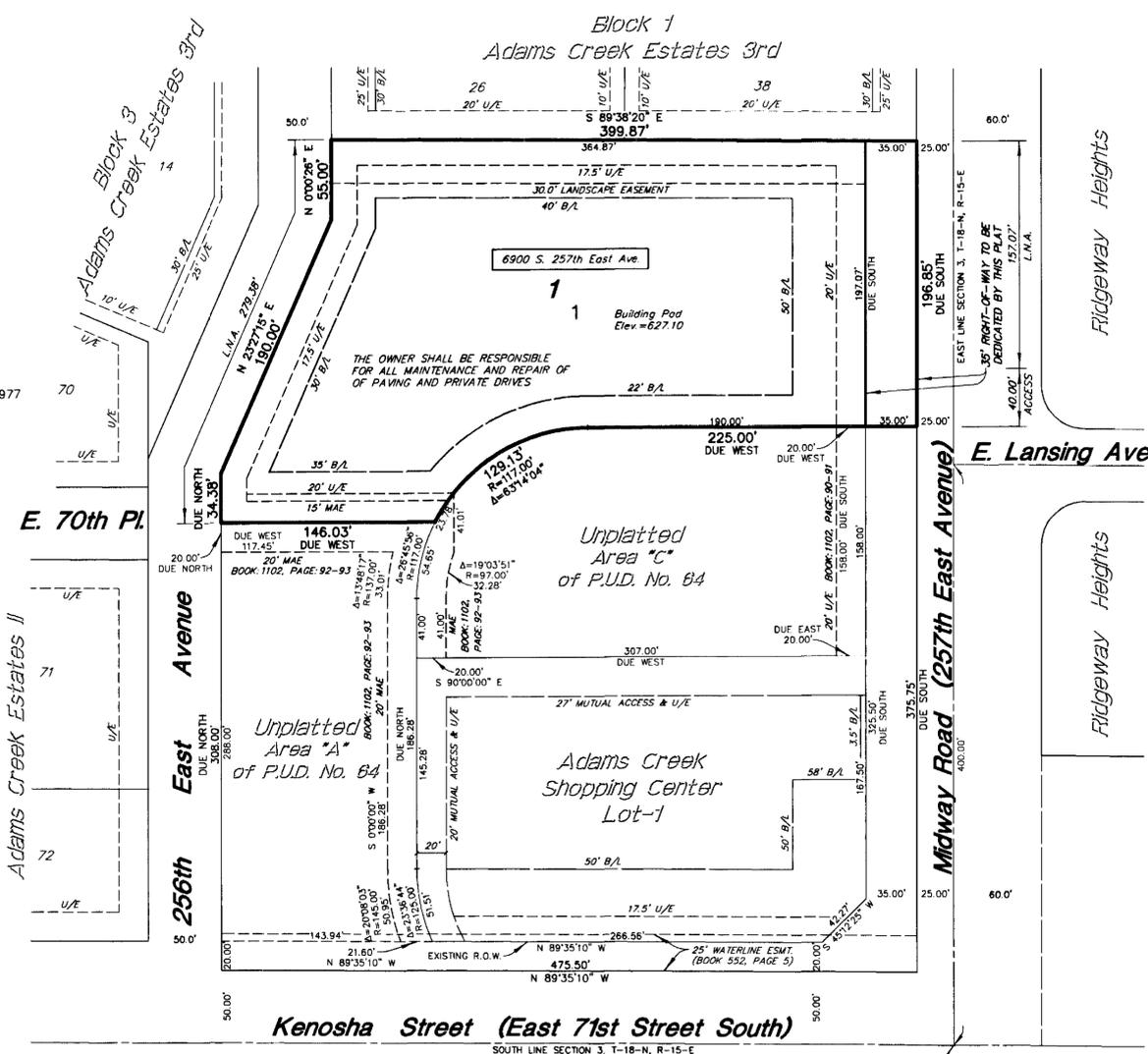
L.N.A. = LIMITS OF NO ACCESS U/E = UTILITY EASEMENT B/L = BUILDING LINE MAE = MUTUAL ACCESS EASEMENT

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

OWNER: Homestead Storage, LLC. Bill Gilstrap, Managing Member No. 29 Fair Oaks 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



Kenosha Street (East 71st Street South)

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

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 425.94 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 225.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 117.00 FEET A DISTANCE OF 129.13 FEET; THENCE DUE WEST A DISTANCE OF 146.03 FEET; THENCE DUE NORTH A DISTANCE OF 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 DUE SOUTH A DISTANCE OF 196.85 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 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.

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 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 OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT(S). 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 THERETO.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS THE OWNER SHALL BE RESPONSIBLE FOR ALL MAINTENANCE AND REPAIR OF PAVING AND PRIVATE DRIVES. 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:

- 1. PERMITTED USES: MINI-STORAGE SHALL BE PERMITTED WITHIN AREA B ONLY. AUTOMOBILE CAR WASH AND/OR RAPID LUBRICATION OPERATIONS SHALL BE PERMITTED WITHIN ANY DEVELOPMENT AREA.
- 2. A. MAXIMUM BUILDING HEIGHT FOR MINI-STORAGE 12 FEET B. MAXIMUM BUILDING HEIGHT (OTHER PARTS OF PUD 64 A) 35 FEET
- 3. MAXIMUM NUMBER OF STORIES (AREAS A, C AND D, NON MINI-STORAGE) 2 STORIES
- 4. MAXIMUM NUMBER OF STORIES (AREA B, MINI-STORAGE) 1 STORY
- 5. MINIMUM OPEN SPACE (PERCENTAGE OF NET AREA): 10 PERCENT
- 6. 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
- 7. MINIMUM SETBACK FROM NORTH BOUNDARY 40 FEET
- 8. MINIMUM SETBACKS FROM MUTUAL ACCESS EASEMENTS 20 FEET
- 9. MINIMUM BUILDING SEPARATION FROM THE EXISTING STRUCTURE IN AREA "D" TO ANY STRUCTURE WITHIN AREA "C" 30 FEET
- 10. PARKING RATIO: ONE (1) SPACE PER 200 SQUARE FEET FLOOR AREA EXCEPT FOR MINI-STORAGE IN AREA "B". FOR THE MINI-STORAGE IN AREA B, AT LEAST FOUR (4) PARKING SPACES SHALL BE PROVIDED.
- 11. 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.
- 12. SIGNS: ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE.
- 13. LIGHTING: LIGHTING OF BUILDINGS, SIGNS AND LANDSCAPING SHALL BE CONSIDERATE OF THE ADJACENT RESIDENTIAL PROPERTIES AND SHADDED 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.
- 14. SCREENING: 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.
- 15. 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 VIII OF THE BROKEN ARROW ZONING ORDINANCE AND HAVING NOT LESS THAN A 2" CALIPER) SHALL BE PLANTED FOR EACH 25 LINEAL FEET OF THE REQUIRED LANDSCAPED AREA.
- 16. DESIGN REQUIREMENTS: NO DOORS OR WINDOWS SHALL BE LOCATED ON THE NORTH SIDE OF THE NORTHERNMOST BUILDINGS IN AREA "B".
- 17. 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 16th DAY OF October, 2000.

HOMESTEAD STORAGE, L.L.C. AN OKLAHOMA LIMITED LIABILITY COMPANY BY: William D. Gilstrap, Managing Member

STATE OF Oklahoma) SS COUNTY OF Wagoner)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS 16th DAY OF October, 2000, 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 PURPOSES THEREIN SET FORTH.

Notary Public Signature

MY COMMISSION EXPIRES: 11-24-01

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.

Kenneth A. Isaacs, Registered Professional Land Surveyor, Oklahoma No. 1213

STATE OF Oklahoma) SS COUNTY OF Tulsa)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS 16th DAY OF October, 2000, 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 PURPOSES THEREIN SET FORTH.

Notary Public Signature

MY COMMISSION EXPIRES: April 16, 2002