

# CACY MINI-STORAGE

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA IN THE SW/4 OF SECTION 36, T-18-N, R-14-E  
 P.U.D. NO. 133A

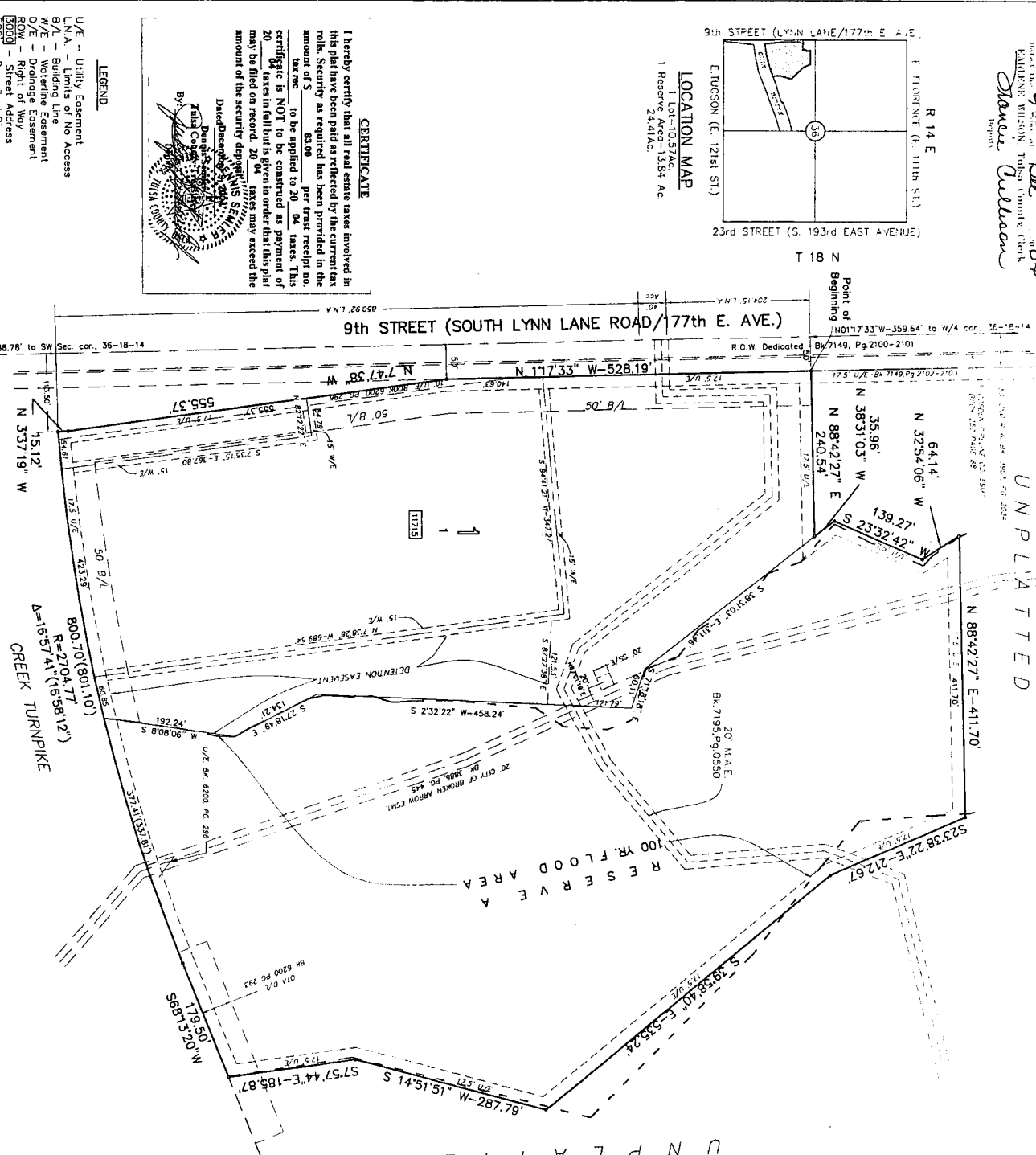
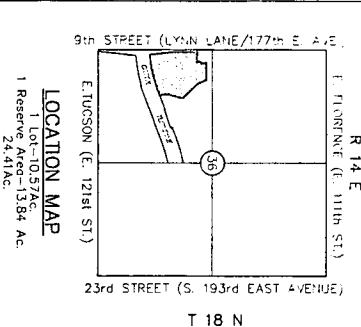
PLAT NO.  
**5834**

STATE OF OKLAHOMA  
 COUNTY OF TULSA

Notary Public  
 Debra A. Wilson  
 My Comm. Expires 12/31/04

**OWNER**  
 ROBERT L. & BELINDA L. CACY  
 2942 E. 101st Place  
 TULSA, OKLAHOMA 74137  
 PHONE: 918/888-0111

**ENGINEER/SURVEYOR**  
 LEWIS ENGINEERING, P.L.L.C.  
 5879 S. GARRETT  
 TULSA, OKLAHOMA 74146  
 PHONE: 918/234-4689  
 CA 3460 EXP. 6-30-05



**LEGEND**

U/E - Utility Easement  
 N/A - Limits of No Access  
 W/E - Wetland Easement  
 D/E - Drainage Easement  
 ROW - Right of Way  
 0000 - Street Address  
 000 - Described Dim.  
 5000 - Measured Dim.  
 5000 - Measured Dim.  
 M.A.E. - Multiple Access Easement  
 - Iron Pin

**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 \$ 83.00 per tract receipt no. \_\_\_\_\_ to be applied to 2004 taxes. This certificate is NOT to be construed as payment of 2004 taxes in full but is given in order that this plat may be filed on record. 2004 taxes may exceed the amount of the security deposited in this office.

**DEPARTMENT OF PUBLIC SAFETY**  
 TULSA COUNTY, OKLAHOMA  
 Notary Public  
 My Comm. Expires 12/31/04

**BACKFLOW PREVENTOR TABLE**

PROF.	UP	RIM
BK/L1	ELEV.	HT. ELEV.
1	84	85.1

**BACKFLOW PREVENTOR TABLE**

BENCHMARK: Brass cap @ Intersection of E. Tucson & S. Lynn Lane, 1929 MVD Elev. 629.35

**RESTRICTIONS**

1. The owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.

2. Within the depicted utility easement areas, the alteration of grade in excess of three (3) feet from the contours of the ground surface shall be prohibited.

3. The City of Broken Arrow shall be responsible for the ordinary maintenance of public water and sewer mains, including the installation, repair, and replacement of such mains.

4. The City of Broken Arrow shall be responsible for the ordinary maintenance of public water and sewer mains, including the installation, repair, and replacement of such mains.

5. The owner of a lot shall be responsible for the repair of damage to land, underground water or sewer facilities, maintenance or repair of the public water or sewer facilities within the easement areas situated upon such owner's lot.

6. The foregoing provisions set forth in this Subsection C shall be enforceable by the City of Broken Arrow or its successors, and the owner of each lot agrees to be bound hereby.

**D. Gas Service**

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

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 operation, grade, or any other construction activity which would interfere with the gas service. The supplier shall be responsible for the repair of damage to land, underground water or sewer facilities caused or resulted from the acts of the Owner, or its agents or contractors.

3. The foregoing provisions set forth in this Subsection D shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

**SECTION II**

**RESTRICTIONS**

WHEREAS, "CACY MINI-STORAGE" is the property which was conveyed as Planned Unit Development No. 133A pursuant to the Ordinance of the City of Broken Arrow, as the same existed on August 18, 2003, the approved date of Planned Unit Development No. 133A by the Mayor and City Council of the City of Broken Arrow;

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for orderly development of the Subdivision and to ensure adequate restrictions for the mutual benefit of the Owners, their grantees, successors and assigns; and

WHEREAS, the Planned Unit Development provisions of the Broken Arrow Zoning Code require the establishment of components of record, enforceable by the City of Broken Arrow, sufficient to ensure the implementation of and compliance with the approved Planned Unit Development;

THEFORE, the Owner hereby imposes the following restrictions and covenants which shall be enforceable with the City of Broken Arrow or its successors, and the Owner of the lot agrees to be bound hereby:

**A. PUD Requirements**

1. Permitted use: Mini-storage including open or storage of passenger vehicles and recreational vehicles, ordinary office and residence for the manager and owner.

2. Minimum floor area: 135,000 square feet - Mini-Storage  
 6,000 square feet - Office  
 1,200 square feet - Residence

3. Minimum building height: 1 story - 15 feet

4. Minimum building setbacks: North boundary-50 feet  
 East boundary-50 feet  
 South boundary-50 feet  
 West boundary-50 feet

5. Maximum lot coverage: 50%

6. Design requirements: The exterior finish of the mini-storage building shall be masonry or stone. Use of stone shall not include any doors or windows.

7. Enclosure requirements: Open storage shall be limited to the site interior and shall be screened from exterior view by buildings or screening fence. The height of the screening fence shall not exceed 6 feet. The height of the screening fence shall not exceed 6 feet. The height of the screening fence shall not exceed 6 feet.

8. Reserve A - Floodplain: Reserve A is located in the 100-year flood plain of Broken Arrow Creek. No buildings or structures shall be constructed in the Floodplain. No buildings or structures shall be constructed in the Floodplain.

9. Planned Development: The project shall be developed in accordance with the Planned Development standards of the Broken Arrow Zoning Code. The project shall be developed in accordance with the Planned Development standards of the Broken Arrow Zoning Code.

10. Signage: Only one (1) sign shall be allowed on the site. This sign shall be located along the 9th Street frontage, shall not exceed 150 square feet in display area, and shall not exceed 10 feet in height. The sign shall be located along the 9th Street frontage, shall not exceed 150 square feet in display area, and shall not exceed 10 feet in height.

11. Landscaping and Screening: The project shall comply with the landscaping and screening requirements of the Broken Arrow Zoning Code. The project shall comply with the landscaping and screening requirements of the Broken Arrow Zoning Code.

12. Site Plan Review: No building permit shall be issued until a detailed site plan of the proposed improvements shall have been submitted to and approved by the Broken Arrow Planning Commission as being in compliance with the development concept and standards of the Broken Arrow Zoning Code. No certificate of occupancy shall be issued until the development concept and standards of the Broken Arrow Zoning Code have been submitted to and approved by the Broken Arrow Planning Commission.

**SECTION III**

**ENFORCEMENT, DURABLE, AMENDMENT AND SEVERABILITY**

1. Enforcement: The restrictions herein set forth are covenants running with the land and shall be binding upon the Owner, their grantees, successors and assigns, and the enforcement rights pertaining thereto. The covenants contained in Subsection A, Section II are enforceable against the Owner, their grantees, successors and assigns, and the enforcement rights pertaining thereto. The covenants contained in Subsection A, Section II are enforceable against the Owner, their grantees, successors and assigns, and the enforcement rights pertaining thereto.

2. Amendment: The covenants contained herein may be amended, modified, changed or corrected only by a written instrument signed and acknowledged by the owner of property within the Subdivision and approved by the City of Broken Arrow and the provisions of such instrument shall be binding from and after the date it is properly recorded.

3. Severability: If any provision of this instrument is held to be invalid, void, or unenforceable for any reason, the remainder of this instrument shall survive and remain in full force and effect.

**IN WITNESS WHEREOF**, ROBERT L. CACY AND BELINDA L. CACY, an Oklahoma limited liability company, has executed this instrument on this 28th day of October, 2004.

ROBERT L. CACY  
 BY: [Signature]  
 BELINDA L. CACY  
 BY: [Signature]

**CERTIFICATE OF SURVEY**

I, WILLIAM E. LEWIS, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I am of the full age and legal mind, and that I am duly qualified to perform the duties of a Land Surveyor, and that I have personally surveyed and measured the land described herein, and that the same is true and correct according to the best of my knowledge and belief, and that I have duly recorded this certificate of survey in the public records of the State of Oklahoma, to wit: Book 2004147502, Page 1, effective as of the 28th day of October, 2004.

My Commission Expires: 12/31/04

WILLIAM E. LEWIS  
 Notary Public

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WILLIAM E. LEWIS  
 Notary Public

**APPROVED** 11-3-03  
 by the Council of the City of Broken Arrow, Oklahoma

Richard Cantor  
 Mayor

Case No. PUD-120  
 Date No. 03-16-06  
 CACY MINI-STORAGE  
 Sheet 1 of 1