Tulsa County Clerk - EARLENE WILSON
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Fee 15.00
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PLAT No. 5834

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

STATE OF OKLAHOMA)
COUNTY OF TULSA)

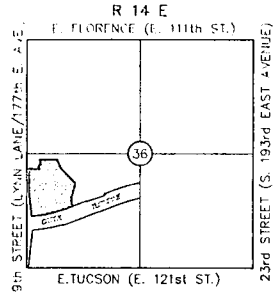
I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the 9th day of Dec 2004
EARLENE WILSON, Tulsa County Clerk
Francie Cullison
Deputy

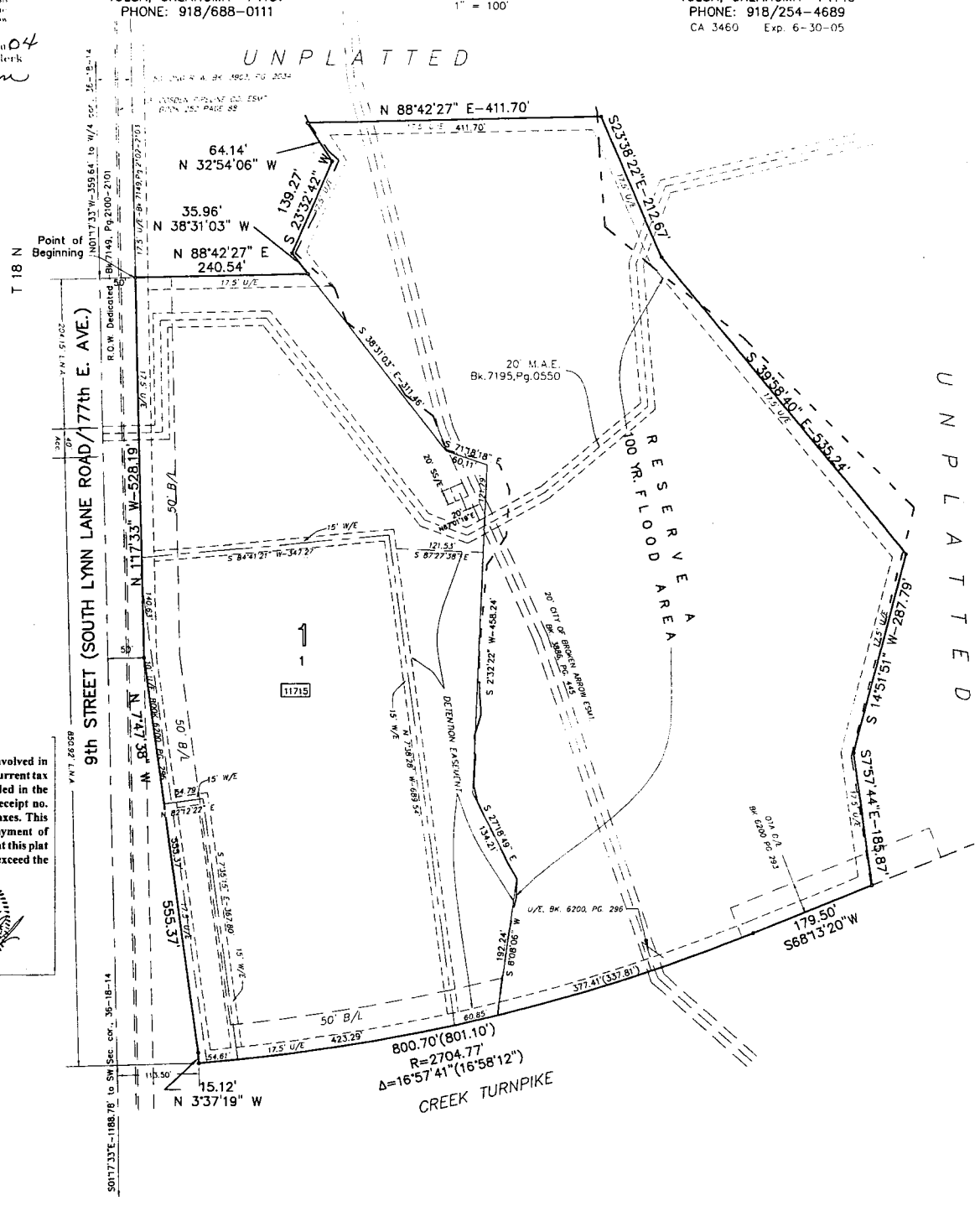
OWNER
ROBERT L. & BELINDA L. CACY
2942 E. 101st Place
TULSA, OKLAHOMA 74137
PHONE: 918/688-0111

ENGINEER/SURVEYOR
LEWIS ENGINEERING, P.L.L.C.
5879 S. GARNETT
TULSA, OKLAHOMA 74146
PHONE: 918/254-4689
CA 3460 Exp. 6-30-05

0' 100' 200' 300'
1" = 100'



LOCATION MAP
1 Lot-10.57Ac.
1 Reserve Area-13.84 Ac.
24.41Ac.



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 trust receipt no. tax rec to be applied to 20 04 taxes. This certificate is NOT to be construed as payment of 20 04 taxes in full but is given in order that this plat may be filed on record. 20 04 taxes may exceed the amount of the security deposit.

Dated December 9, 2004
Dennis Semler
Tulsa County Treasurer
By:

LEGEND

U/E – Utility Easement
L.N.A. – Limits of No Access
B/L – Building Line
W/E – Waterline Easement
D/E – Drainage Easement
ROW – Right of Way
3000 – Street Address
500' – Described Dim.
(500')–Measured Dim.
SS/E – Sanitary Sewer Easement
M.A.E. – Mutual Access Easement
—o— – Iron Pin

"Addresses shown on this plat were accurate at the time this plat was filled. Addresses are subject to change and should never be relied on in place of legal descriptions."

Note:
1. The basis of bearings is OTA coordinate system.
2. This plat meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.
3. Water supply and sewage disposal by City.
4. Stormwater detention accommodations for this site are provided by the onsite detention facility as shown in the "no exceptions taken" engineering plans in accordance with Fee-In-Leiu of Detention Determination #DD-42903-18.

BACKFLOW PREVENTOR TABLE

BLK	LT	PROP. F.F. ELEV.	UP LH	RIM ELEV.
1	1	644	0	631.1

BENCHMARK: Brass cap ⊕ intersection of E. Tucson & S. Lynn Lane. 1929 NGVD Elev. 629.36

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

ROBERT L. CACY AND BELINDA L. CACY, hereinafter referred to as the "Owner", is the owner of the following described land situated in the City of Broken Arrow, County of Tulsa, State of Oklahoma, to-wit:

A part of the SW/4 Section 36, T-18-N, R-14-E of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the U.S. Government survey thereof being more particularly described as follows:

Commencing at the Northwest corner of said SW/4; thence S01°17'33"E 359.64 feet; thence N88°42'27"E 50 feet to the Point of Beginning and on the Easterly right of way of 9th Street; thence N88°42'27"E 240.54 feet; thence N38°31'03"W 35.96 feet; thence N23°32'42"E 139.27 feet; thence N32°54'06"W 64.14 feet; thence N88°42'27"E 411.70 feet; thence S23° 38'22"E 212.67 feet; thence S39°38'40"E 535.24 feet; thence S14°51'51"W 287.79 feet; thence S07°57'44"E 185.87 feet to a point on the Northerly right of way line of the Creek Turnpike; thence along said right of way the following: S68°13'20"W 179.50 feet; Southwesterly 800.70 feet along a curve to the right with a radius of 2704.77 feet and a central angle of 16° 57'41" to a point on the east right of way line of 9th Street; thence along said right of way the following: N03°37'19"W 15.12 feet, N07°47'38"W 555.37 feet, N01°17'33"W 528.19 feet to the Point of Beginning; containing 24.41 acres, more or less.

and have caused the same to be surveyed, staked and platted into blocks, lots and streets and has designated the same as "CACY MINI-STORAGE", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I

STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The owners hereby dedicate to the public, the streets, as designated on the accompanying plat, and further dedicate to the public the utility easements, as designated on the accompanying plat, for the several purposes of constructing, maintaining, operating, repairing, 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 right of ingress and egress to and upon said utility easements and right-of-way for the uses and purposes aforesaid, PROVIDED, HOWEVER, that the Owners hereby reserve the right to construct, maintain, operate, lay and relay 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 the public street and utility easement, shown in said plat for the purpose of furnishing water and/or sewer services to the area included in said plat.

No building, structure or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected installed or permitted upon the easements or rights-of-way as shown.

The lot owner shall be responsible for the repair and replacement of any landscaping and paving located within the utility easement in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, communications or telephone service, PROVIDED HOWEVER, THAT THE City of Broken arrow, or the supplier of the utility service shall use reasonable care in the performance of such activities.

B. Underground Service

1. Overhead lines for the supply of electric and communication service may be located in the easement-ways reserved for general utility services along the west perimeter of the addition and in the public street shown on the attached plat. All supply lines including electric, communication and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights of way of the public streets as depicted on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways. Street light poles or standards may be served by underground cable.

2. Underground service cables and gas service lines to all structures which may be located on lots in the Subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot; PROVIDED, that upon the installation of such a service cable or gas service line 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 said lot, covering a five-foot (5) strip extending 2.5 feet on each side of such service cable or line, extending from the gas main, service pedestal or transformer to the service entrance on said structure.

3. The supplier of electric, communication service or gas services, through its 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 electric, communication or gas facilities or so installed by the supplier of the utility service.

4. The owner of each lot shall be responsible for the protection of the underground electric or communication facilities located on his property and shall prevent the alteration of the grade or any construction activity which may interfere with said electric, communication or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner of a lot shall pay for damage to 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 Subsection B. shall be enforceable by the each supplier of electric, communication service or gas service and the owner of each lot agrees to be bound hereby.

C. Water and Sewer Service

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 existing upon the completion of the installation of a public water or sewer main or any construction activity which may interfere with public water or sewer mains is prohibited.

3. The City of Broken Arrow or its successors shall be responsible for ordinary maintenance of public water and 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.

4. 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 purposes of installing, maintaining, removing or replacing any portion of said underground water or sewer facilities.

5. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement areas situated upon such owner's lot; provided, however, the City of Broken Arrow shall use reasonable care in the performance of such activities.

6. The foregoing covenants 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 easements shown on the plat or as provided in this certificate of dedication for the purpose of installing, removing, repairing, or replacing 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 alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by the acts of the Owner, or its agents or contractors.

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

SECTION II

RESTRICTIONS

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

WHEREAS, the Owners desire to establish restrictions for the purpose of providing for orderly development of the Subdivision and to insure 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 covenants of record, enforceable by the City of Broken Arrow, sufficient to assure the implementation of and continued compliance with the approved Planned Unit Development.

THEREFORE, the Owner hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owners, their grantees, successors and assigns, including all owners of any interest in any lot in the Subdivision.

A. PUD Requirements

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

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

3. Maximum building height: 1 story – 15 feet

4. Minimum building setbacks: North boundary–50 feet
East boundary–0 feet
South boundary–50 feet
West boundary–50 feet

5. Minimum landscaped area:

A 50 foot wide landscape area shall be provided along the south boundary along the Creek Turnpike, and 15 foot wide landscape area shall be provided along the west boundary.

6. Design requirements:

The exterior finish of the mini-storage building walls adjacent to West and South perimeter setback lines shall be masonry or drivet type finish and shall not contain any doors or windows.

7. Enclosure requirement:

Open storage shall be limited to the site interior and shall be screened from exterior view by buildings or screening fences or walls. Except for the west 15 feet, a solid continuous opaque wall of at least 8 feet in height shall be provided along the south boundary. The backside of the mini-storage buildings can be used as part of this wall. Opaque fencing, at least 8 feet in height, shall only be required along the north and west property lines. All opaque fencing shall be installed with the first phase.

8. Reserve A – Floodplain:

Reserve A is located in the 100 – year flood plain of Broken Arrow Creek. It shall be governed by the use and development regulations of the FD District. No buildings or structures shall be allowed to be placed in this area.

9. Phased Development:

The project may be developed in phases, provided however, buildings or screening fences or walls shall extend the length of the phase boundary and the exterior building wall shall not contain windows or doors. Within each phase, the floor area shall not exceed a ratio of 0.5 and landscaped area shall not be less than 10% of the land area of the phase.

10. Signage

Only one freestanding sign shall be allowed on the site. This sign shall be located along the Lynn Lane frontage, shall not exceed 14 feet in height, shall not exceed 100 square feet, and shall not be closer than 100 feet from the centerline of 9th Street (section line), nor closer than 100 feet from the south property line. Only one wall sign may be permitted, not exceeding 150 square feet in display area.

11. Landscaping and Screening:

The project shall comply with the landscaping requirements of the Broken Arrow Zoning Ordinance, provided however, within the interior parking area of the mini-storage facility, landscaping shall not be required. The 50 foot wide landscape area along the Creek Turnpike shall have at least one tree planted per 25 feet of frontage. At least 50% of these trees shall be evergreen.

12. Site Plan Review:

No building permit shall issue 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 the development standards. No certificate of occupancy shall be issued until landscaping has been installed in accordance with a landscaping plan submitted to and approved by the Broken Arrow Planning Commission.

SECTION III

ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

1. Enforcement

The restrictions herein set forth are covenants running with the land and shall be binding upon the Owners, their grantees, successors and assigns and all parties claiming under them. Within the provisions of Section I, are set forth certain covenants and the enforcement rights pertaining thereto. The covenants contained in Subsection A, Section II are established pursuant to the planned unit development provisions of the Broken Arrow Zoning Code and shall inure to the benefit of the City of Broken Arrow. If the Owners or their grantees, successors or assigns shall violate or attempt to violate any of the covenants, it shall be lawful for any person or persons owning any lot situated within the Subdivision or the City of Broken Arrow a to maintain any action at law or in equity against the person or persons from so doing or to compel compliance with the covenants or to recover damages for such violations.

2. Amendment

The covenants contained herein may be amended, modified, changed or canceled only by a written instrument signed and acknowledged by the owners 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

Invalidation of any restriction set forth herein, or any part thereof, by a final and unappealable order, judgment or decree of any Court shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, all of which shall 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 this 27 day of October, 2004

ROBERT L. CACY
By

BELINDA L. CACY,
By

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 27 day of October, 2004, personally appeared Robert L. Cacy and Belinda L. Cacy to me known to be the identical persons who executed the within and foregoing instrument in writing and acknowledged to me that they executed the same as their and voluntary acts and deeds for the uses and purposes therein set forth.

My commission Expires:
03/27/07

Notary Public

CERTIFICATE OF SURVEY

I, WILLIAM E. LEWIS, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have at the instance of the Owners designated above, caused the above described survey to be preformed under my supervision, and that the accompanying plat is a true and accurate representation of said survey.

Signed and sealed at Tulsa, Oklahoma, this 28 day of October, 2004.

Registered Land Surveyor
WILLIAM E. LEWIS
L.S. 728

STATE OF OKLAHOMA)
) ss
COUNT OF TULSA)

Before me in and for said County and State, on this 28 day of October, 2004 personally appeared William E. Lewis to me known to be the identical person who executed the within and 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.

My Commission Expires:
07/27/07

Notary Public

APPROVED 11-3-03 by the council of the City of Broken Arrow, Oklahoma.
Mayor Richard Carter
Attest: City Clerk Melanie Boothe
11-19-04

Case No. PT03-120
Dev. No. 03-166
CACY MINI-STORAGE
Sheet 1 of 1