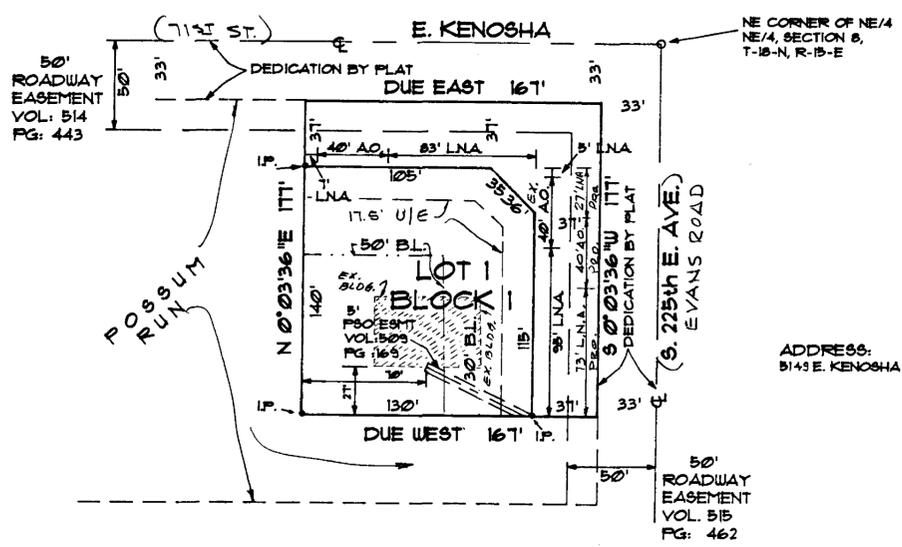


# POSSUM RUN SECOND

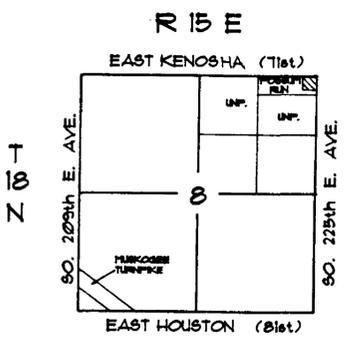
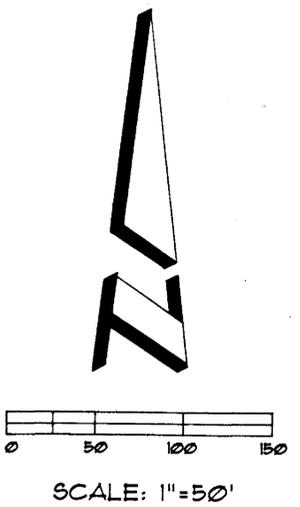
AN ADDITION TO THE CITY OF BROKEN  
 ARROW, WAGONER COUNTY, OKLAHOMA,  
 A RESUBDIVISION OF A PART OF POSSUM  
 RUN ADDITION, SITUATED IN THE NE 1/4,  
 NE 1/4 OF SECTION 8, T-18-N, R-15-E.

**OWNER:**  
 VEVA JO RIDENOUR  
 % QUIKTRIP CORP.  
 901 N. MINGO ROAD  
 P.O. BOX 3475  
 TULSA, OKLA. 74101-3475  
 915-836-8551

**ENGINEER:**  
 JOE E. DONELSON  
 17440 SO. 89th E. AVE.  
 BIXBY, OKLAHOMA 74008  
 918-366-3413



ADDRESS:  
 8143 E. KENOSHA



WAGONER COUNTY  
 LOCATION MAP

**LEGEND**

AO.	ACCESS OPENING
LNA	LIMITS OF NO ACCESS
BL.	BUILDING LINE
IP.	IRON PIN
CL.	CENTER LINE
U/E	UTILITY EASEMENT
ROW	ROAD RIGHT-OF-WAY

APPROVED 11-7-94 by the City  
 Council of the City of Broken Arrow,  
 Oklahoma.  
 Janice Reynolds / my  
 Brenda Linhart / my  
 Jerry Fields / my  
 County Clerk

SUBDIVISION CONTAINS  
 1 LOT  
 0.6786 ACRES

DATE: OCTOBER 11, 1994

OWNER'S CERTIFICATE OF DEDICATION, EASEMENT GRANT  
 AND BILL OF ASSURANCE  
 POSSUM RUN SECOND

KNOW ALL MEN BY THESE PRESENTS;

THAT Veva Jo Ridenour, is the Owner of the following described tract of land located in Wagoner County, Oklahoma, to-wit:

The North 177 feet of the East 167 feet of Possum Run Addition to the County of Wagoner, Oklahoma according to the recorded plat thereof, and containing 0.6786 acres more or less,

and that the above owner has caused the same to be surveyed into lots and blocks, and streets in conformity to the annexed plat which it hereby adopts as the plat of the above described land under the name of "POSSUM RUN SECOND", an Addition to the City of Broken Arrow, Wagoner County, Oklahoma.

**SECTION I: EASEMENT/UTILITY DEDICATIONS, ACCESS LIMITATIONS AND STORM DRAINAGE:**

1. The above owner hereby dedicates for public use all the streets as shown on said plat and does hereby guarantee clear title to all land that is so dedicated and hereby relinquishes any and all rights of all vehicular ingress and egress from any property or properties within the bounds designated as "LIMITS-OF-NO ACCESS" (LNA), as shown on the attached plat, except as may be hereafter released, altered, or amended by the City of Broken Arrow and approved by the Broken Arrow Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owners of each lot agrees to be bound thereby.

2. The undersigned owner further dedicates to the public for use forever easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities including poles, wires, conduits, pipes, valves, meters and any other appurtenance thereto with the right of ingress and egress to and upon said easements and rights-of-way for the uses and purposes of aforesaid together with similar rights in each and all of the streets shown on said plat.

3. In connection with the installation of underground electric, natural gas and communication service, all lots are subject to the following provisions, to-wit:  
 (a). Overhead pole lines for the supply of electric and communication service may be located along all boundaries of said Addition. Street light poles or standards shall be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

(b). Except to structures on lots described in paragraph (a) above which may be served from overhead electric and communication service lines, underground service cables and gas service lines to all buildings which may be located on all lots in said Addition may be run from the nearest service pedestal, transformer or gas main to the point of usage determined by the location and construction of such structure as may be located upon each lot; PROVIDED that upon the installation of such service cable and/or service line to a particular structure, the supplier of electric, communication, and gas service shall thereafter be deemed to have a definitive, permanent, effective and exclusive rights-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal, transformer or gas main to the service entrance on said structure.

(c). The supplier of electric, communication and gas service, 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 installing, maintaining, removing or replacing any portion of said underground electric, communication and gas facilities so installed by it.

(d). The owner of each lot shall be responsible for the protection of underground electric, communication and gas facilities located on his property, and shall prevent the alteration of grade or any construction activity which may interfere with said underground electric, communication and gas facilities. The Companies will be responsible for ordinary maintenance of underground electric, communication or gas facilities, but the owner will pay for the damage or relocation of such facilities caused or necessitated by the acts of the owner or his agents or contractors.

(e). The foregoing covenants concerning underground electric, communication and gas facilities shall be enforceable by the

supplier of electric, communication and gas service, and the owner of each lot agrees to be bound hereby.

**4. Water, Storm Sewer and Sanitary Sewer Service.**

(a). The owner of the each lot shall be responsible for the protection of public water mains and public storm sewer and sanitary sewer facilities located within any granted or dedicated public utility easement on his lot and shall prevent the alteration of grade within such easement in excess of three feet from the finished grade elevation shown on the approved water and sewer line plans. The owner of each lot shall likewise protect said mains and facilities from any construction activity (other than that of Public utility companies in the exercise of their rights) which may interfere with the same. The prohibition against grade alteration shall be limited to the public utility areas.

(b). The City of Broken Arrow, Oklahoma or its successors will be responsible for ordinary maintenance of public water mains and storm sewer and sanitary sewer facilities, but the owners of each lot will pay for damage or relocation of such facilities caused or necessitated by the acts of such owner, his agent or contractors.

(c). The City of Broken Arrow, Oklahoma or its successors, through its proper agents and employees shall at all times have the right of access with its equipment to all public utility easements shown on the accompany plat or provided for in this Certificate of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground water and sewer facilities.

IN WITNESS WHEREOF, the Undersigned has caused her name to be affixed on this 16 day of November, 1994.

*Veva Jo Ridenour*  
 Veva Jo Ridenour

STATE OF OKLAHOMA )  
 )SS  
 COUNTY OF TULSA )  
 Before me, the Undersigned, a Notary Public in and for said County and State, on this 16 day of November, 1994, personally appeared Veva Jo Ridenour, to me known to be the identical person who subscribed her name as the maker to the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes set forth therein.

Given under my hand and seal the day and year last above written,  
 My Commission Expires: Sept 8, 1996

*Frank J. Feltz*  
 Notary Public

**SURVEYOR'S CERTIFICATE**  
 I, Joe E. Donelson, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have, at the instance of the owners described above, caused the above described survey to be performed under my supervision, and that the accompanying plat is a true and correct representation of said survey.  
 Signed and sealed this 15th day of November, 1994.

STATE OF OKLAHOMA )  
 )SS  
 COUNTY OF TULSA )  
 Before me, the Undersigned, a Notary Public in and for said County and State, on this 15th day of November, 1994, personally appeared Joe E. Donelson, to me known to be the identical person who executed 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 set forth therein.

Given under my hand and seal the day and year last above written,  
 My Commission Expires: May 1, 1997

*Joe E. Donelson*  
 Notary Public

