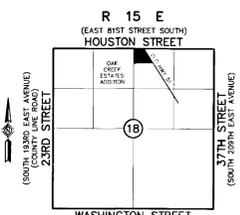


QuikTrip Commercial Center #50

A Replat of QuikTrip Commercial Center #49RR Amended

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



Owner/Developer:
Lots 1&3

QuikTrip Corporation
901 North Mingo Road
P.O. Box 3475
Tulsa, Oklahoma 74101
Phone: (918) 836-8551

Owner/Developer:
Lot 2

ITS Group, Incorporated
5525 E. 101st St.
Tulsa, Oklahoma 74137-6011
Phone: (918) 299-1114

Engineer/Surveyor:
Sisemore Weisz & Associates, Inc.
Certificate of Authorization No. 2421 Exp. June 30, 2003
8111 E. 32nd Place
Tulsa, Oklahoma 74135
Phone: (918) 665-3600

PROPERTY CONTAINS
THREE (3) LOTS IN ONE (1) BLOCK
AND RESERVE AREA A

LOT ONE (1) CONTAINS 1.468 ACRES
LOT TWO (2) CONTAINS 1.805 ACRES
LOT THREE (3) CONTAINS 1.513 ACRES
RESERVE AREA A CONTAINS 0.823 ACRES
BLOCK 1 CONTAINS 5.609 ACRES

Benchmark
CHISELED "4" ON TOP OF HEADWALL AT THE
SW CORNER OF 81ST ST. AND HIGHWAY 51
ELEVATION = 741.00

Basis of Bearings
THE BEARINGS SHOWN HEREON ARE BASED ON
THE NORTHERLY LINE OF THE NORTHEAST QUARTER
OF SECTION 18, T-18-N, R-15-E, HAVING AN
ASSUMED BEARING OF N 88°51'01" E.

Monumentation
IRON PINS SET AT ALL PROPERTY CORNERS.

APPROVED 6-18-01 by the City
Council of the City of Broken Arrow,
Oklahoma.
James C Reynolds
Mayor: James C. Reynolds
Brenda Ray
Attest: City Clerk Brenda Ray

STATE OF OKLAHOMA) SS
COUNTY OF WAGONER)
I, James C Reynolds, Wagoner County Clerk,
do hereby certify that the foregoing is a true and correct copy of
a file instrument now on file in my office.
Dated the 6th day of Sept, 2001.
Brenda Ray
Deputy

CERTIFICATE
I hereby certify that all real estate taxes involved in this plat have
been paid as reflected by the current tax rolls, provided as required
has been provided in the amount of \$ 18,000.00 per tract
per tract receipt no. 2-2-2-2 to be applied to 2001 taxes.
This certificate is NOT to be construed as payment of 2001
taxes in full but is given in order that this plat may be filed on record.
No 2001 taxes could exceed the amount of the 18,000.00 deposit.
Dated Sept 6, 2001
Wagoner County Treasurer
Wagoner County Treasurer
Deputy

QuikTrip Commercial Center #50

QuikTrip Commercial Center #50

A Replat of QuikTrip Commercial Center #49RR Amended

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

APPROVED 6-18-01 by the City
Council of the City of Broken Arrow,
Oklahoma.
James C Reynolds
Mayor: James C. Reynolds
Brenda Ray
Attest: City Clerk Brenda Ray

Deed of Dedication QuikTrip Commercial Center #50

KNOW ALL MEN BY THESE PRESENTS:

THAT "QUIKTRIP CORPORATION", AN OKLAHOMA CORPORATION, AND "ITS GROUP, INCORPORATED", AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO COLLECTIVELY AS THE "OWNER/DEVELOPER", ARE THE OWNERS 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 NORTHWEST QUARTER (NW/4) OF THE NORTHWEST QUARTER LINE OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

STARTING AT THE NORTHWEST CORNER OF THE NE/4 OF SAID SECTION 18; THENCE SOUTH 01°25'30" EAST ALONG THE WESTERLY LINE OF THE NW/4 OF THE NE/4 FOR 70.00 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR SOUTH HOUSTON STREET; THENCE NORTH 88°51'01" EAST AND PARALLEL WITH THE NORTHERLY LINE OF THE NW/4 OF THE NE/4 FOR 325.68 FEET; THENCE SOUTH 46°08'59" EAST FOR 21.72 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE FOR STATE HIGHWAY 51; THENCE SOUTH 28°32'27" EAST FOR 0.00 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 114°24'41" AND A RADIUS OF 2,950.79 FEET FOR 601.46 FEET; THENCE NORTH 88°46'20" WEST FOR 653.64 FEET, TO A POINT ON THE EAST BOUNDARY LINE OF OAK CREEK ESTATES ADDITION; THENCE NORTH 01°25'30" WEST FOR 499.75 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND;

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 3 LOTS AND ONE RESERVE AREA, 1 BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "QUIKTRIP COMMERCIAL CENTER #50", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA.

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY 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 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 SERVICE 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, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBS, 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 PERMITTER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND CABLE LINES SHALL BE LOCATED 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 AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN 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 THE LOT, PROVIDED THAT UPON THE INSTALLATION OF THE SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITE, PERMANENT, EFFECTIVE 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 GAS MAIN 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 OF EACH LOT 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 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 THEREBY.

C. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTWAYS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED 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 ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND THEREBY.

D. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT 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.

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 SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

E. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF QUIKTRIP COMMERCIAL CENTER #50 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 SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO HOUSTON STREET (EAST 81ST STREET SOUTH) AND STATE HIGHWAY 51, WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR REVOKED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, 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.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF EACH LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PAVING AND FINISHING OCCASIONED BY NECESSARY UTILITIES, REPLACEMENTS OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS EXPLOITED 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.

H. MUTUAL ACCESS EASEMENTS

MUTUAL ACCESS EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PROMOTING REGULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS ADJACENT TO AND CONTAINED WITHIN QUIKTRIP COMMERCIAL CENTER #50, AND SUCH EASEMENTS SHALL BE FOR MUTUAL USE AND BENEFIT OF EACH AFFECTED LOT OWNER(S), THEIR GUESTS AND INVITEES AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER(S) PROVIDED, HOWEVER, GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SHALL HAVE THE REASONABLE USE OF THE EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN QUIKTRIP COMMERCIAL CENTER #50.

I. RESERVE AREA A

1. FOR THE COMMON USE AND BENEFIT OF THE OWNER(S) OF LOTS 1-3, BLOCK 1, WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON LOT 1 AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "RESERVE AREA A" FOR THE SOLE AND LIMITED PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM LOTS 1-3, BLOCK 1 WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES CONSTRUCTED IN RESERVE AREA A SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE BROKEN ARROW ENGINEERING DEPARTMENT.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE RESERVE AREA A AREA NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE BROKEN ARROW ENGINEERING DEPARTMENT PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE BROKEN ARROW ENGINEERING DEPARTMENT.

4. RESERVE AREA A SHALL BE MAINTAINED BY THE OWNER(S) OF LOTS 1-3, BLOCK 1, AT THE OWNER(S) COSTS. IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN THE EVENT THE OWNER(S) OF LOTS 1-3, BLOCK 1, SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE RESERVE AREAS, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE RESERVE AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER(S) OF THE LOT. IN THE EVENT THE OWNER(S) FAIL TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OF THE OWNER(S). A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS WITHIN THE PROVISIONS OF SECTION I. 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. 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, QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS 6th DAY OF August, 2001.

QUIKTRIP CORPORATION
AN OKLAHOMA CORPORATION
BY: Alvin Howerton
EXECUTIVE VICE PRESIDENT

STATE OF OKLAHOMA) SS
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS 22nd DAY OF August, 2001, PERSONALLY APPEARED ALVIN HOWERTON, 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 CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES: NOVEMBER 13, 2003

NOTARY PUBLIC
MY COMMISSION EXPIRES 08-12-2004

IN WITNESS WHEREOF, ITS GROUP, INCORPORATED, AN OKLAHOMA CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS 6th DAY OF August, 2001.

ITS GROUP, INCORPORATED,
AN OKLAHOMA CORPORATION
BY: Karen L Gibson
PRESIDENT

STATE OF OKLAHOMA) SS
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS 6th DAY OF August, 2001, PERSONALLY APPEARED KAREN L GIBSON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HER NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: NOVEMBER 13, 2003

CERTIFICATE OF SURVEY
I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, INC., 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 "QUIKTRIP COMMERCIAL CENTER #50", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER 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.

DEAN ROBINSON
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1146

STATE OF OKLAHOMA) SS
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS 22nd DAY OF August, 2001, PERSONALLY APPEARED ALVIN HOWERTON, 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 CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES: NOVEMBER 13, 2003

NOTARY PUBLIC

NOTARY PUBLIC
MY COMMISSION EXPIRES 08-12-2004