

COMMITMENT FOR TITLE INSURANCE

Issued By
OLD REPUBLIC TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Old Republic Title Insurance Company, a(n) Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data for reference only:

Issuing Agent: Tamie Semler
Issuing Office: Secure Title & Escrow, LLC
Issuing Office's ALTA® Registry ID:
Commitment No.: CF#1708
Issuing Office File No.: CF#1708
Property Address: 6710 E. 75th Ct., Tulsa, OK 74133

SCHEDULE A

1. Commitment Date: August 9, 2021 at 07:59 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: TBD
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

BOKF, N.A., as Successor Trustee of the Robert W. Emanuel and Byrdie L. Emanuel Revocable Trust dated November 13, 1998
5. The Land is described as follows:

Lot Nineteen (19), Block Five (5), VALLEY SOUTH, an Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SECURE TITLE & ESCROW, LLC

Authorized Signatory

By: 

Tamie M. Semler, TIL #100189741

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. This "title protection document" is issued to the insured(s) named herein. It is not to be relied upon by any other person or entity. No protection is provided to any other person or entity. Payment of Premium must be received by the Company.
6. Submit proof of the payment to, or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
7. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - a. A Warranty Deed must be properly executed and recorded from BOKF, N.A., as Successor Trustee of the Robert W. Emanuel and Byrdie L. Emanuel Revocable Trust dated November 13, 1998, to the proposed mortgagor/purchaser(s) in the manner in which they wish to take ownership.
8. 2020 Ad Valorem taxes are paid.
9. Obtain and record an Affidavit that the Estate of Byrdie L. Emanuel is not of sufficient size to require the filing of a federal estate tax return.
10. UCC Chattel/Fixture lien search indicating there are no effective financing statements against the property.
11. Execution and acknowledgment of Old Republic National Title Insurance Company Purchaser/Borrower Affidavit and Seller/Owner Affidavit containing no exceptions objectionable to the Company.

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12. Provide the examiner with satisfactory current survey of the insured property made in accordance with 2021 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards) including, but not limited to, items 1, 2, 4, 7, 8, 9, 10, 11 and 16, as set forth in Table A of the Survey Standards. Upon examination, further requirements may follow. If no survey is provided, the Policy will contain a general survey exception.

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SCHEDULE B, PART II**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements which are not shown by the public record.
4. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
6. Any and all interest in and to all of the water in, under or on the land and all rights pertaining thereto.
7. All interest in and to all oil, gas, coal, hydrocarbons and non-hydrocarbons, metallic and non-metallic ores and minerals, and other similar or dissimilar minerals in and under or that may be produced from the insured premises, and all rights, interest, and estates of whatever nature incident to or growing out of said minerals.
8. Instruments which may have been filed under the Uniform Commercial Code.
9. Ad Valorem taxes for 2021 and subsequent years not yet due and payable.
10. Covenants, conditions, restrictions, and building setback lines and easements as created by the Plat No. 3214 and Deed of Dedication of VALLEY SOUTH, dated August 5, 1971, filed August 6, 1971 and

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recorded as Document No. 149817. No reversion or forfeiture provisions are included therein. Restrictions indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 U.S.C. 3604(c).

11. Terms, conditions, and provisions of Utility Easement in favor of The Public, dated January 13, 1966, filed February 8, 1966 and recorded in Book 3675, Page 407.
12. Terms, conditions, and provisions of Utility Easement in favor of The Public, dated March 25, 1966, filed April 22, 1966 and recorded in Book 3704, Page 442.
13. Terms, conditions, and provisions of Right of Way Agreement by and between Kirkdale Development Company to Oklahoma Natural Gas Company, dated November 18, 1969, filed January 8, 1970 and recorded in Book 3913, Page 1402; Assignment and Assumption of Real Property Interest by and between ONEOK, Inc., an Oklahoma corporation and ONE gas, Inc., an Oklahoma corporation, dated on January 27, 2014, filed February 7, 2014 as Document No. 2014010512.
14. Terms, conditions, and provisions of Utility Easement in favor of The Public, dated November 23, 1970, filed January 6, 1971 and recorded in Book 3952, Page 538.
15. Terms, conditions, and provisions of Deed of Dedication in favor of Kirkdale Development Co., Inc., dated July 23, 1969, filed October 15, 1971 and recorded in Book 3989, Page 487.
16. Terms, conditions, and provisions of Amendment to Agreement, dated June 16, 1972, filed June 27, 1972 and recorded in Book 4022, Page 1019.

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Form 5 Conformed by BURKHART'S Legal Forms (Since 1908) - Tulsa OK

Mailing Address 6710 East 75th Court, Tulsa, OK 74133

(for Filing Only)

General Warranty Deed
(Oklahoma Statutory Form)

THIS INDENTURE, Made this 13th day of November, 1998
between Robert Warren Emanuel and Byrdie Lee Emanuel,
husband and wife,

of Tulsa County, in the State of Oklahoma, part ies of the
first part, hereinafter called party grantor (whether one or more) and
Robert W. Emanuel and Byrdie L. Emanuel, Co-Trustees
of the Robert W. Emanuel and Byrdie L. Emanuel
Revocable Trust party of the second part, party grantee.



WITNESSETH, That in consideration of the sum of Ten and
No/100 (\$10.00) DOLLARS,
receipt of which is hereby acknowledged, said party grantor does, by these presents, grant, bargain, sell and
convey unto said party grantee, their heirs and assigns, all of the following described real
estate, situated in the County of Tulsa State of Oklahoma, to-wit:

Lot Nineteen (19), Block Five (5), VALLEY SOUTH ADDITION, to the
City of Tulsa, Tulsa County, State of Oklahoma,

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments
and appurtenances thereto belonging or in any wise appertaining forever. husband and wife
And said party grantor Robert Warren Emanuel & Byrdie Lee Emanuel, their
heirs, executors and administrators does hereby covenant, promise and agree to and with said party grantee,
at the delivery of these presents that they are lawfully seized in their own right of an
absolute and indefeasible estate of inheritance in fee simple, of and in all singular the above granted and
described premises, with the appurtenances; that the same are free, clear, and discharged and unencum-
bered of and from all former and other grants, titles, charges, estates, judgements, taxes, assessments and
encumbrances, of whatsoever nature and kind, EXCEPT: Easements and building restrictions of record
and special assessments not yet due;

No Documentary Stamps Necessary
68 OS 3201 (B)

and that party grantor will WARRANT AND FOREVER DEFEND the same unto said party grantee,
their heirs and assigns, against said party grantor, their heirs and assigns and all and every
person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party grantor, he ya hereunto set their
hand s the day and year above written.

Robert Warren Emanuel
Robert Warren Emanuel
Byrdie Lee Emanuel
Byrdie Lee Emanuel, husband & wife

STATE OF OKLAHOMA

(Individual Acknowledgment)

County of Tulsa } ss
Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day
of November, 1998, personally appeared Robert Warren Emanuel
and Byrdie Lee Emanuel, husband and wife,

to me known to be the identical person s who executed the within and foregoing instrument, and ac-
knowledgeed to me that they executed the same as their free and voluntary act and
deed, the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day
and year last above written.

My commission expires:

11-17-00

Elaine Allen
Notary Public

Tulsa County Clerk - Michael Willis
Doc # 2020097289 Page(s): 7 Recorded 10/06/2020 02:15:55 PM
Receipt # 20-62764 Fees: \$30.00



After recording return to:
BOKF, NA
Attn: Real Property Services-Emanuel Trust
P.O. Box 24128
Oklahoma City, OK 73124

MEMORANDUM OF TRUST
(The ROBERT W. EMANUEL and BYRDIE L. EMANUEL
REVOCABLE TRUST)

THIS MEMORANDUM OF TRUST is executed this 2nd day of October, 2020, by BOKF, NA dba Bank of Oklahoma, Successor Trustee of the above-referenced trust pursuant to the provisions and requirements of 60 O.S. § 175.6a.

1. DECLARATION OF TRUST. On November 13, 1998, ROBERT W. EMANUEL and BYRDIE L. EMANUEL, as Settlers and ROBERT W. EMANUEL and BYRDIE L. EMANUEL, as Co-Trustees, executed that certain Revocable Trust Agreement known as the ROBERT W. EMANUEL and BYRDIE L. EMANUEL REVOCABLE TRUST ("Trust").

2. NAME OF THE TRUST. For purposes of conveyances of real property, the trustee is authorized to acquire or convey title to real property comprising the Trust under the name the "ROBERT W. EMANUEL and BYRDIE L. EMANUEL REVOCABLE TRUST".

3. TRUST RES. The Trust currently contains certain parcels of real property in Tulsa County, State of Oklahoma, described as follows:

Lot Nineteen (19), Block Five (5), VALLEY SOUTH ADDITION,
to the City of Tulsa, Tulsa County, State of Oklahoma;

AND

Lot Six (6), Block Three (3), Eisenhower Addition Extended, an
addition to the City of Tulsa, Tulsa County, State of Oklahoma.
According to the recorded plat thereof a/k/a, 3523 S. Knoxville Ave.,
Tulsa, OK 74135

(Collectively referred to herein as "Property")

4. TRUSTEES AND SUCCESSOR TRUSTEES. The original Trustees of the Trust were ROBERT W. EMANUEL ("ROBERT") and BYRDIE L. EMANUEL ("BYRDIE"), ROBERT died on May 13, 2006, as reflected on a copy of his death certificate, marked as Exhibit "A", attached

hereto and made a part hereof. Pursuant to ARTICLE VII, upon the death of ROBERT, then BYRDIE continued to serve as sole Trustee of the Trust. BYRDIE died on April 23, 2020, as reflected on a copy of her death certificate, marked as Exhibit "B", attached hereto and made a part hereof. Pursuant to ARTICLE VII of the Trust, upon the death of BYRDIE, Bank of Oklahoma, N.A. ("BOK") became the Successor Trustee. BOK accepted its appointment as Successor Trustee of the Trust on June 24, 2020, as reflected by BOK's Acceptance of Appointment marked Exhibit "C", attached hereto and made a part hereof. As of the date hereof, BOKF, NA dba Bank of Oklahoma whose mailing address is ATTN: Real Property Services - Emanuel Trust, P.O. Box 24128, Oklahoma City, Oklahoma 73124 is the sole Successor Trustee of the Trust.

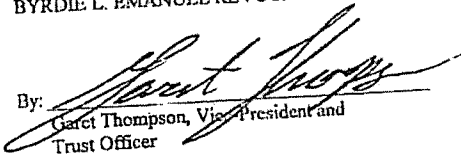
5. TRUSTEE POWERS. Upon the death of ROBERT and BYRDIE, Article II, Paragraph (B) of the Trust authorizes the Trustee "... to sell all or any of the assets ...". ARTICLE III of the Trust provides the Trustee upon the sale of Trust property has all the powers and duties set forth in "... the Oklahoma Trust Act now in force (60 Okla. Statutes Annotated, Section 175.1 et seq.) ...". Oklahoma Statutes Title 60, Section 175.24(8) authorizes the Trustee, "... to execute any deed or other instrument ... incident to purposes of such trust,".

6. THIRD PARTY RELIANCE. For any transaction between trustees and a third party relating to any real property of the Trust, such third party, including any title insurer issuing a policy of title insurance in respect thereto, shall be entitled to rely on this Memorandum of Trust unless an amendment or termination hereof has been filed of record, and such third party shall have no duty or obligation to make any further inquiry concerning the actual and apparent authority of trustees.

EXECUTED the date and year first stated hereinabove.

BOKF, NA, dba Bank of Oklahoma, Successor
Trustee of the ROBERT W. EMANUEL and
BYRDIE L. EMANUEL REVOCABLE TRUST

By:


Garret Thompson, Vice President and
Trust Officer

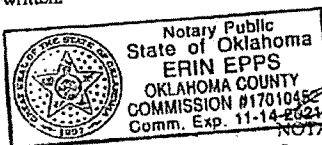
ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, Erin Epps, a Notary Public in and for said State,
on this 2 day of October, 2020, personally appeared Garet Thompson, as Vice-President
and Trust Officer of BOKF, NA dba Bank of Oklahoma, as Successor Trustee of the ROBERT W.
EMANUEL and BYRDIE L. EMANUEL REVOCABLE TRUST, 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.

IN WITNESS WHEREFORE, I have hereunto set my hand and official seal the day and year
last above written.

[SEAL]



My Commission Expires:
11-14-2021

NOTARY PUBLIC
Commission No. 17010452

[illegible]

MAY 26, 2006

0275

STATE OF OKLAHOMA CERTIFICATE OF DEATH				DATE OF DEATH		2020-12-26	
1. DECEASED'S FULL NAME (Last, first, middle, & last)				2. LAST NAME PRIOR TO FIRST MARRIAGE		3. SEX	
BYRDIE LEE EMANUEL				GISH		FEMALE	
4. RACIAL ORIGIN (Check one)		5. ENROLL IN US ARMY (Check one)		6. AGE (Last birthday)		7. DATE OF BIRTH (month/day/year)	
NO		NO		74		DECEMBER 25, 1943	
8. PLACE OF BIRTH (City and State of Birth)		9. PLACE OF DEATH		10. RESIDENCE (City and State)		11. RESIDENCE (City and State)	
EL CENTRO, CALIFORNIA		OKLAHOMA		TULSA		TULSA	
12. RESIDENCE (City and State)		13. RESIDENCE (City and State)		14. RESIDENCE (City and State)		15. RESIDENCE (City and State)	
74130		YES		6710 EAST 75TH COURT			
16. MARITAL STATUS AT TIME OF DEATH		17. MARRIAGE (Check one)		18. MARRIAGE (Check one)		19. MARRIAGE (Check one)	
Married		Married		Married		Married	
20. FATHER'S NAME (Full Name)		21. MOTHER'S NAME (Full Name)		22. MOTHER'S LAST NAME PRIOR TO FIRST MARRIAGE		23. MOTHER'S LAST NAME PRIOR TO FIRST MARRIAGE	
ROBERT HENSCHKE GISH		VEDA LEAN GISH		BUFFINGTON			
24. DECEASED'S EDUCATION		25. DECEASED'S EDUCATION		26. DECEASED'S EDUCATION		27. DECEASED'S EDUCATION	
NO, NOT SPANISH OR SPANISH-DESCENT		WHITE		BACHELOR'S DEGREE (E.G. BA, AB, BS)			
28. DECEASED'S SOCIAL SECURITY NUMBER (Indicate type of work done during most of working life. DO NOT USE PREFIX)				29. TYPE OF BUSINESS (Indicate type of work done during most of working life. DO NOT USE PREFIX)			
SOCIAL WORKER				HEALTHCARE			
30. DECEASED'S NAME		31. RELATIONSHIP TO DECEASED		32. MARRIAGE (Check one)		33. MARRIAGE (Check one)	
MARIA WHEELER		COUSIN		34. MARRIAGE (Check one)		35. MARRIAGE (Check one)	
36. METHOD OF DEATH (Check one)		37. PLACE OF DEPOSITION (Place of death, cemetery, other place)		38. PLACE OF DEPOSITION (Place of death, cemetery, other place)		39. PLACE OF DEPOSITION (Place of death, cemetery, other place)	
Natural		FLORAL HAVEN MEMORIAL GARDENS		BROKEN ARROW, OKLAHOMA			
40. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY		41. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY		42. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY		43. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY	
FLORAL HAVEN FUNERAL HOME		6600 S. 125TH EAST AVE., BROKEN ARROW, OKLAHOMA 74012		JASMINE J ESPINO		180000	
44. PLACE OF DEATH (Check one)				45. PLACE OF DEATH (Check one)			
At home				At home			
46. PLACE OF DEATH (Check one)				47. PLACE OF DEATH (Check one)			
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48. PLACE OF DEATH (Check one)				49. PLACE OF DEATH (Check one)			
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94. PLACE OF DEATH (Check one)				95. PLACE OF DEATH (Check one)			
At home				At home			
96. PLACE OF DEATH (Check one)				97. PLACE OF DEATH (Check one)			
At home				At home			
98. PLACE OF DEATH (Check one)				99. PLACE OF DEATH (Check one)			
At home				At home			
100. PLACE OF DEATH (Check one)				101. PLACE OF DEATH (Check one)			
At home				At home			

Monday, May 04, 2020 10:30:27 AM

0276



D04435086

This is a true and correct copy of the official record on file in the Office of
Vital Statistics, Oklahoma City, Oklahoma, certified on the date stamped.



Kelly M. Baker

Kelly M. Baker
State Registrar
Office of Vital Statistics
Department of Health

It is in violation of Oklahoma Statutes, Title 63, Section 1-324.1, to "prepare or issue any
certificate which purports to be original, certified copy or copy of a certificate of birth, death
or stillbirth, except as authorized in this act or rules and regulations adopted under this act."

CERTIFIED COPIES WILL BE PRODUCED ON MULTI-COLOR SECURITY PAPER.

VERIFY PRESENCE OF WATERMARK - HOLD TO LIGHT TO VIEW.

WARNING:

THIS DOCUMENT IS PRINTED ON SECURITY WATERMARKED PAPER AND CONTAINS SECURITY FEATURES.
DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK.
THE DOCUMENT FACE CONTAINS A SECURITY BACKGROUND. THE BACK CONTAINS SPECIAL UNITS WITH
TEXT, ENDOCRINE SEAL AND THERMOCHROMIC INK.

THE ROBERT W. EMANUEL AND BYRDIE L EMANUEL IRREVOCABLE TRUST
dated NOVEMBER 13, 1998

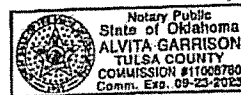
ACCEPTANCE OF APPOINTMENT

BOKF NA DBA Bank of Oklahoma, hereby accepts appointment as successor Trustee of
THE ROBERT W. EMANUEL AND BYRDIE L EMANUEL IRREVOCABLE TRUST dated
NOVEMBER 13, 1998

Bank of Oklahoma

By: Jani Cobb SP, Trust Officer BOK
its. Senior Vice President and Trust Officer

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)



The foregoing instrument was acknowledged before me this 24 day of June,
2020, by Jani Cobb, Senior Vice President and Trust Officer of Bank of
Oklahoma.

[SEAL]

Alvita Garrison
Notary Public

9-23-23
My commission expires



VALLEY SOUTH

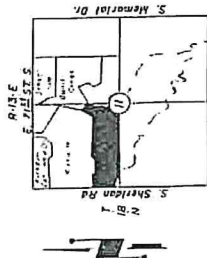
AN ADDITION TO THE CITY OF TULSA, OKLAHOMA

PART OF THE S1/2, NW1/4, SECTION 11, T16N, R12E

MINGO INC. - OWNER
9511 E. 46th ST. 622-2315

MANSUR-STEELE-WILLIAMS, INC.
CONSULTING ENGINEERS
1648 S. BOSTON TULSA, OKLAHOMA
7 APRIL 1971 REG. NO. 71-TH192-8638

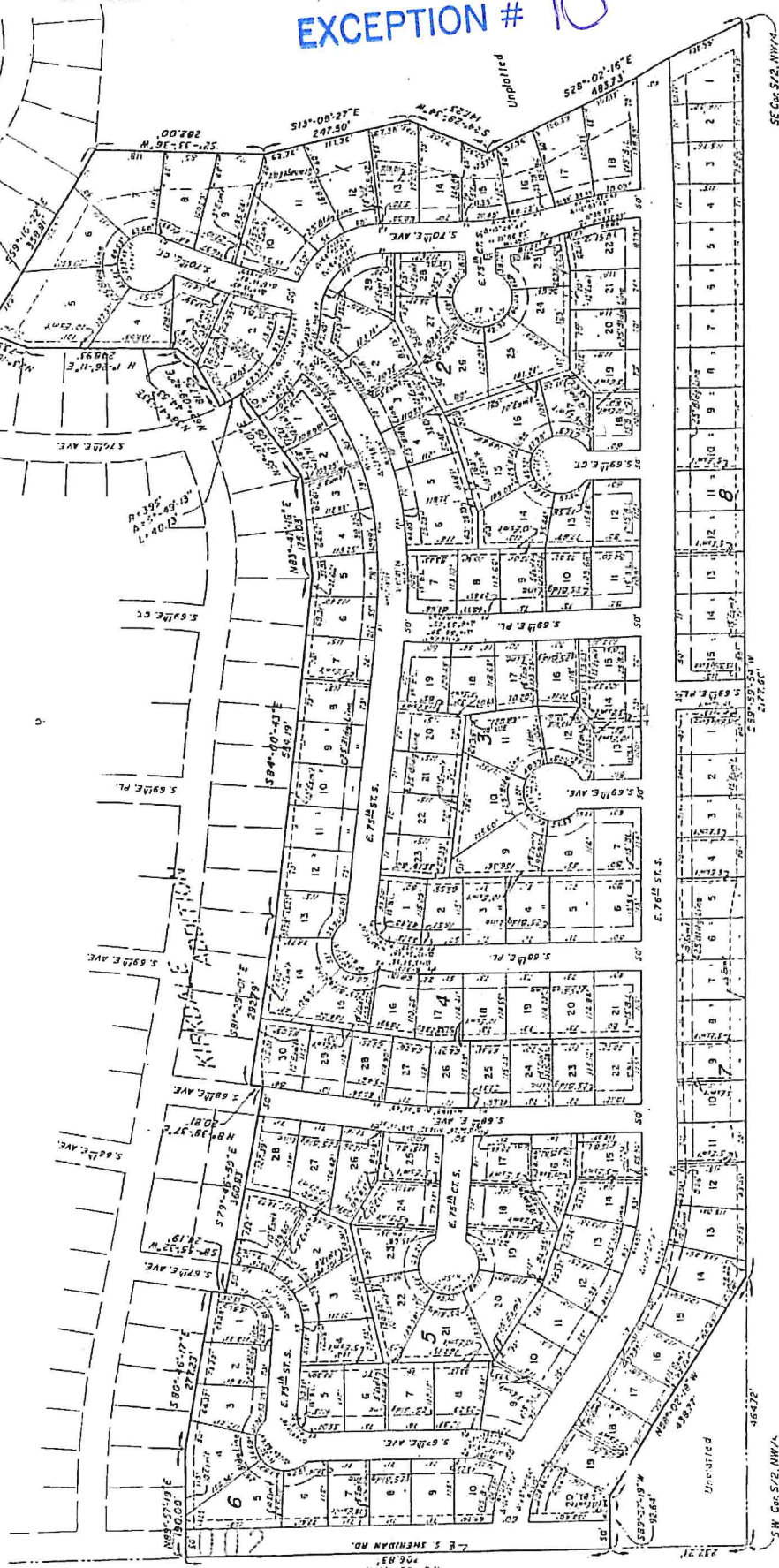
SCALE: 1" = 100'



LOCATION MAP
71 LOTS
48.200 ACRES

QUAIL CREEK
BLOCK 5

EXCEPTION # 10



SE 1/4, NW 1/4

Unplotted

SW 1/4, T16N, R12E

EXCEPTION # 10

#149817

DEED OF DEDICATION

Dated: August 5, 1971

Filed: August 6, 1971 at 1:30 PM

Plat #3214

VALLEY SOUTH
An Addition to the City of Tulsa, Oklahoma
Part of the S/2, NW/4
Section 11, Township 18 North, Range 13 East

OWNER'S CERTIFICATE OF DEDICATION
AND BILL OF ASSURANCE/EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

That MINGO, INC., a Corporation being the sole owner of the following described real estate in Tulsa County, Oklahoma, described as follows, to-wit:

Beginning at the southeast corner of said S/2 NW/4; thence S 89°59' 54" W along the south boundary of said S/2 NW/4 a distance of 2177.60 feet; thence N 58°02'18" W, 438.77 feet; thence S 89°57'19" W, 92.64 feet to a point in the west boundary of said S/2 NW/4, 232.21 feet from the southwest corner thereof; thence N 00°02'41" W along said west boundary a distance of 706.83 feet to the southwest corner of KIRKDALE ADDITION, an Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the official recorded plat thereof, filed of record in the office of the County Clerk, Tulsa County, Oklahoma; thence along the southerly boundary of said KIRKDALE ADDITION as follows: N 89°57'19" E, 190.00 feet; thence S 80°46'17" E, 277.23 feet; thence S 8°55'32" W, 24.19 feet; thence S 79°46'59" E, 360.83 feet; thence N 8°38'37" E, 20.81 feet; thence S 81°29'01" E, 292.79 feet; thence S 84°00'43" E, 584.19 feet; thence N 83°47'16" E, 175.03 feet; thence N 55°27'01" E, 177.05 feet; thence N 32°04'57" W, 0.00 feet on a curve to the right having a radius of 395.00 feet, a distance of 40.13 feet; thence N 62°09'42" E, 81.72 feet; thence N 38°47'33" E, a distance of 44.53 feet; thence N 1°26'11" E, a distance of 248.93 feet; thence N 23°16'05" a distance of 73.96 feet to a point in the southwesterly corner of Block 5, Quail Creek Addition, an Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the official recorded plat thereof, filed for record in the office of the County Clerk, Tulsa County, Oklahoma; thence S 59°16'22" E along the southerly boundary of said

#149817

-2-

Quail Creek Addition a distance of 358.81 feet; thence S 2°33'36" W, 282.00 feet; thence S 13°08'27" E, 247.50 feet; thence S 24°28'34" W, 147.23 feet; thence S 28°02'16" E, 483.73 feet to the point of beginning, containing 48.2 Acres.

hereby certifies that it has caused the same to be surveyed into blocks, lots, streets and avenues in conformity to the annexed plat which it hereby adopts as the plat of the above described land under the name of "VALLEY SOUTH", an Addition to the City of Tulsa, Tulsa County, State of Oklahoma.

The Corporation hereby dedicates for public use all of the streets as shown on said plat and does hereby guarantee clear title to all of the land that is so dedicated. For the purpose of providing an orderly development of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefits of itself and its successors in title to the subdivision of said tract, hereinafter referred to as Lots, said Corporation does hereby impose the following restrictions and reservations and creates the following easements to which it shall be incumbent upon its successors and assigns to adhere, to-wit:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, after July 1, 1990, the then owners of a majority of all the lots in said Addition may change or vacate these covenants, either in whole or in part, which change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all lots in said Addition and duly filed of record in the office of the County Clerk of Tulsa County, Oklahoma.

If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to secure damages or other dues for such violations.

Invalidation of any one of these covenants by judgment or court order shall be in no wise affect any of the other provisions which shall remain in full force and effect.

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- A. All lots in the tract shall be known and described as residential lots. No structure shall be placed, erected, altered or permitted to remain on any building lot, that exceeds 2 stories in height; all residences must have a private garage, for not less than 2 cars, attached to the residence. All structures shall be constructed of brick or stone veneer at least window-sill height all the way around with the exception of porches, terraces, garages and carports. No dwelling shall have a roof pitch of less than 2" in 12". Except for mansard style roofs, no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling.
- B. No building or parts thereof, except open porches and terraces shall be constructed and maintained on any lot nearer to the front or side street lot lines than the building lines established on the recorded plat of said Addition, or nearer than 5 feet to any side lot line. All garages, carports, tool sheds, hobby rooms, etc., shall be attached to the dwelling.
- C. All houses, garages, and buildings of any kind must have a roof covering of wood shingles, cedar shakes, or built-up with gravel covering. No other kind or type of roofing will be permitted.
- D. No dwelling shall be erected on any residential lot in the Addition, the ground floor of the main structure of which, exclusive of open porches and garages, is less than one thousand five hundred (1500) square feet in area for a one-story dwelling, nor less than one thousand (1000) square feet on the main floor, and not less than five hundred (500) square feet on the second floor for a one and one-half story dwelling and two story dwelling.
- E. No more than one structure shall be erected on any lot as now platted.
- F. No noxious or offensive trade or activity shall be carried on in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood; no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
- G. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, and occupancy shall not be permitted in any structure until the same is fully completed.

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- H. No structure previously used or erected shall be moved onto any lot.
- I. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-lines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- J. No building, fence, wall or any type structure shall be commenced, erected, or maintained nor shall any addition thereto or change or alteration thereon be made until plans and specifications, plot plan, and grading plan therefor or information satisfactory to the design committee shall have been submitted to, and approved in writing by the committee. In passing on such plans, specifications, plot plan and grading plan, the design committee may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the site upon which it is proposed to erect the same and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Should plans be submitted and no action taken by the committee within seven (7) days of the submission of said plans, then in such case said plans shall be deemed approved. The members of the design committee shall be N. D. Henshaw, R. F. Henshaw, Barbara F. Henshaw or their duly authorized representatives. Any two members of the design committee may grant approval. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. The members of the committee reserve the right to dissolve the committee by a simple majority vote, thus causing this paragraph to have no further cause or effect.
- K. 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,

-continued-

repairing removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress 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.

L. In connection with the installation of underground electric and communication services, all of the lots are subject to the following provisions, to-wit:

- (a) Overhead pole lines for the supply of electric and telephone services may be located along the east and south edge of said Addition. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easementways.
- (b) Underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house the suppliers of electric service shall thereafter be deemed to have definitive, permanent, effective, and exclusive right-of-way easements on said lot, covering a 5 foot strip extending 2.5 feet on each side of such service cables, extending from the service pedestal or transformer to the service entrance of said house.
- (c) The supplier of electric 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 purpose of installing, maintaining, removing or replacing any portion of said underground facilities so installed by it.
- (d) The owner of each lot shall be responsible for the protection of the underground electric and telephone facilities located on this property and shall prevent the alteration of grade or any

construction activity which may interfere with said electric and telephone facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.

- (e) The foregoing covenants shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

IN WITNESS WHEREOF, the undersigned owner has caused these presents to be executed this 5th day, of August, 1971.

(CORPORATE SEAL)
ATTEST: W. Henshaw,
Secretary

MINGO, INC., A Corporation
By: Barbara F. Henshaw,
Vice President

ACKNOWLEDGED: On August 5, 1971, by Barbara F. Henshaw, Vice President, before July Golasinski, Notary Public, Tulsa County, State of Oklahoma.
(SEAL) Commission expires August 29, 1974.

CERTIFICATE OF SURVEY

The undersigned, Registered Professional Engineer and Land Surveyor, under the laws of the State of Oklahoma hereby certifies that he has carefully and accurately surveyed, subdivided, staked and platted the tract of land described above into lots, blocks and streets, and that the above plat, designated as "VALLEY SOUTH", an Addition in Tulsa County, Oklahoma, is a true representation of said survey.

Dated at Tulsa, Oklahoma, this date August 5, 1971.

(SEAL)

R. W. Steele,
Registered Professional Engineer and
Land Surveyor

ACKNOWLEDGED: On August 5, 1971, by R. W. Steele, Registered Professional Engineer and Land Surveyor, before Virginia Etter, Notary Public, Tulsa County, State of Oklahoma.
(SEAL) Commission expires February 27, 1975.

-continued-

#149817 -7-

CERTIFICATE

Pursuant to S.B. 113, O.S.L. 1951, I hereby certify that as to all real estate involved in this plat, all taxes have been paid as reflected by the current tax rolls and security has been provided for 1971 taxes not as yet certified to me.

Dated: August 6, 1971

Tr. Dep. 782

John F. Cantrell,
County Treasurer of Tulsa County,
Oklahoma

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on March 3, 1971.

K. N. Cox,
Vice Chairman

This approval void if this plat is not filed in the office of the County Clerk on or before September 30, 1971.

Wm. D. Von Drehle for
Paul W. Gulley,
County or City Engineer

BLOCK 1	Lots 1 thru 13 Inclusive
BLOCK 2	Lots 1 thru 29 Inclusive
BLOCK 3	Lots 1 thru 23 Inclusive
BLOCK 4	Lots 1 thru 30 Inclusive
BLOCK 5	Lots 1 thru 28 Inclusive
BLOCK 6	Lots 1 thru 10 Inclusive
BLOCK 7	Lots 1 thru 20 Inclusive
BLOCK 8	Lots 1 thru 15 Inclusive

EXCEPTION # 11

#306781

UTILITY EASEMENT

Dated: Jan. 13, 1966
Filed: Feb. 8, 1966 at 4:27 PM
Recorded in Book 3675 Page 407-408

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of value received, the undersigned owner or owners, as the case may be, do hereby grant and dedicate to the public, for public use, a utility easement over and across the following described property situated in the County of Tulsa, State of Oklahoma, to-wit:

A strip of land ten (10.00) feet in width, lying in the Northwest Quarter of Section Eleven, Township Eighteen North, Range Thirteen East (NW/4, Section 11, T18N, R13E) of the Indian Base and Meridian, Tulsa County, Oklahoma, said 10.00 foot strip of land being more particularly described as lying southerly and easterly from, parallel to, and adjacent to the southerly and easterly boundary of Block Eleven (11) beginning with Lot Seven (7) and extending to Lot Eleven (11), inclusive, Kirkdale Addition, according to the official recorded plat filed of record in the office of the County Clerk, Tulsa County, Oklahoma, and

a ten (10.00) foot strip of land lying southerly from, parallel to, and adjacent to the southerly boundary of South 70th East Ave. in said Kirkdale Addition, and

a ten (10.00) foot strip of land lying southerly from, parallel to, and adjacent to the southerly boundary of Block Twelve (12), in said Kirkdale Addition, and

a ten (10.00) foot strip of land lying southerly from, parallel to, and adjacent to the southerly boundary of South 68th East Ave. in said Kirkdale Addition, and

a ten (10.00) foot strip of land lying southerly from, parallel to, and adjacent to the southerly boundary of Block Thirteen (13), in said Kirkdale Addition, and

a ten (10.00) foot strip of land lying southerly from, parallel to, and adjacent to the southerly boundary of South 67th East Ave. in said Kirkdale Addition, and

-Continued-

#306781 -2-

a ten (10.00) foot strip of land lying southerly from, parallel to and adjacent to the southerly boundary of Block Fourteen (14), in said Kirkdale Addition,

with ingress and egress to and from the same; which utility easement and grant shall be for the several purposes of constructing, maintaining, operating, repairing and removing any and all public utilities, including, but not limited to, storm and sanitary sewers, telephone and electric lines, poles and fixtures, natural gas and water lines, and other appurtenant appliances; and together with all rights and privileges incident thereto, and the right to remove or trim trees when the same interfere with said utilities.

TO HAVE AND TO HOLD the said utility easements and grant unto the public for public use, forever; the consideration hereof being in full payment for the rights and privileges herein granted.

EXECUTED this 13 day of January, 1966.

(CORPORATE SEAL)

KIRKDALE DEVELOPMENT CO., INC.

ATTEST: Mary Urray,
Secretary.

By: James F. Kirkpatrick,
President.

ACKNOWLEDGED:

On January 13, 1966 by James F. Kirkpatrick,
President, before Pauline Lassiter, Notary
Public, Tulsa County, State of Oklahoma.
(SEAL) Commission expires June 25, 1966.

KIRKDALE DEVELOPMENT
CO., INC.

#319835

EXCEPTION # 12

UTILITY EASEMENT

Dated: March 25, 1966

Filed: April 22, 1966 at 3:07 PM

Recorded in Book 3704, Page 442

-to-

THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of value received, the undersigned owner or owners, as the case may be, do hereby grant and dedicate to the public, for public use, a utility easement over and across the following described property situated in the County of Tulsa, State of Oklahoma, to-wit:

A strip of land 15.00 feet in width, lying in the E/2 SE/4 NE/4 and the SW/4 SE/4 NE/4 NE/4, Section 11, Twp. 18 N, R 13 E of the Indian Base and Meridian, Tulsa County, Oklahoma, the centerline of which is described as follows, to-wit:

Beginning at a point 76.52 feet due South and 549.04 feet due West of the northeast corner of said E/2 SE/4 NE/4; thence S 59°16'22" E, 352.32 feet; thence S 2°33'36" W, 250.0 feet; thence S 9°05'49" E, 250.0 feet; thence S 24°18'35" E, 562.7 feet; thence south parallel to and 15.00 feet east of the west boundary of said SE/4 SE/4 NE/4 NE/4 a distance of 50.00 feet to a point in the south boundary of said SE/4 SE/4 NE/4 NE/4.

with ingress and egress to and from the same; which utility easement and grant shall be for the several purposes of constructing, maintaining, operating, repairing and removing any and all public utilities, including, but not limited to, storm and sanitary sewers, telephone and electric lines, poles and fixtures, natural gas and water lines, and other appurtenant appliances; and together with all rights and privileges incident thereto, and the right to remove or trim trees when the same interfere with said utilities.

TO HAVE AND TO HOLD the said utility easements and grant unto the public for public use, forever; the consideration hereof being in full payment for the rights and privileges herein granted.

EXECUTED this 25th day of March, 19 66.

(CORPORATE SEAL)

ATTEST:

KIRKDALE DEVELOPMENT CO., INC.

Secretary
Mary Ussery

J. H. B. B. B.
Vice President

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

On this 25th day of March, 19 66, before me, the undersigned, a Notary Public in and for the County and State aforesaid personally appeared John E. B. B., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President 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 such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year last above written.

(SEAL)

Notary Public Expires July 25, 1968

APPROVED AS TO FORM:

J. H. B. B. B.
Special Attorney for the Public Board

Pauline L. B. B.
Notary Public
Examiner J. H. B. B. B. J. H. B. B. B.

APPROVED AS TO SUBSTANCE:

J. H. B. B. B.

0145

#55573

EXCEPTION # 13

KIRKDALE DEVELOPMENT COMPANY,
a corporation

RIGHT OF WAY AGREEMENT

Dated: November 18, 1969

Filed: January 8, 1970 at 10:36 AM

Recorded in: Book 3913, Page 1402

-to-

OKLAHOMA NATURAL GAS COMPANY,
a corporation

THIS AGREEMENT, made and entered into by and between

Kirkdale Development Company, a corporation

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.
WITNESSETH, that said Grantor, for and in consideration of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, valves, automatic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Tulsa

State of Oklahoma, and more particularly identified and described as follows, to-wit:

A gas line to be installed within the West 50 feet of the South 940 feet of the SW/4 NW/4
of Section 11, Township 18 North, Range 13 East.

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantee is to fully use said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any ditches, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenanted to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operation, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be selected by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of said three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 18th day of November, 1969

(CORPORATE SEAL)

John S. Hamill
Secretary

STATE OF OklahomaCOUNTY OF Tulsa

KIRKDALE DEVELOPMENT COMPANY

By: John S. Hamill
Vice President

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day ofNovember, 1969, personally appeared John S. Hamill

to me known to be the identical person who subscribed the name of the undersigned to the within and foregoing instru-

ment and acknowledged to me that he executed the same as his free and voluntary act and deed,
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.

I, John S. Hamill, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.

NOTARY PUBLIC
(SEAL)

John S. Hamill
Notary Public

0180



EXCEPTION #

B

SPACE ABOVE FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS

THIS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS (this "Assignment") is executed on the date(s) of acknowledgement hereof as set forth hereinafter, but to be effective as of 12:01 a.m. (Central Time) on January 27, 2014 (the "Effective Time"), by and between ONEOK, Inc., an Oklahoma corporation ("Assignor"), and ONE Gas, Inc., an Oklahoma corporation ("Assignee"), Assignee having a mailing address of 100 West 5th Street, Tulsa, OK 74103.

WHEREAS, Assignor and Assignee entered into that certain Separation and Distribution Agreement dated as of January 14, 2014, as the same may be amended from time to time (the "Separation Agreement"), which provides for, among other things, (i) the transfer and assignment by Assignor to Assignee, pursuant to Section 2.2(a) of the Separation Agreement, of all of Assignor's right, title and interest in and to the easements, rights-of-way, permits, licenses, leases and all other similar agreements listed on the attached Exhibit A (the "Real Property Rights"), and (ii) the assumption, pursuant to Section 2.3 of the Separation Agreement, of the LDC Liabilities, as that term is defined in the Separation Agreement, relating to, arising out of, or resulting from the Real Property Rights, by Assignee, including all liabilities thereunder;

NOW, THEREFORE, in consideration for the mutual promises contained in the Separation Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment and Assumption. Assignor transfers, contributes, assigns and distributes to Assignee all of Assignor's right, title and interest in and to the Real Property Rights, effective as of the Effective Time. Assignee accepts the foregoing assignment of the Real Property Rights, effective as of the Effective Time. Assignee agrees to accept, assume, perform, discharge and fulfill all of the LDC Liabilities relating to, arising out of or resulting from the Real Property Rights assigned hereunder, including all liabilities thereunder, effective as of the Effective Time. Assignee assumes no Retained Business Liabilities, as that term is defined in the Separation Agreement, and the parties hereto agree that such Retained Business Liabilities shall remain the sole responsibility of Assignor.

2. Disclaimer. Each party hereto acknowledges and agrees that, except (a) as expressly set forth in Section 1 of this Assignment and (b) for those representations, warranties, covenants, agreements and indemnities set forth in the Separation Agreement, no representations, warranties, covenants, agreements or indemnities, whether express or implied, and whether arising by statute, common law or otherwise (including but not limited to any express or implied warranty or covenant of or relating to title, ownership, right to convey, or encumbrances or freedom therefrom) with respect to the Real Property Rights or the LDC Liabilities are made by any party hereto in or pursuant to this Assignment, but rather are expressly disclaimed; it being acknowledged and agreed by Assignor and Assignee that any and all rights of Assignor and Assignee vis-a-vis the other regarding such matters are governed solely by the Separation Agreement.

3. Conflict. In the event of any conflict or inconsistency between the terms of the Separation Agreement and the terms of this Assignment, the terms of the Separation Agreement shall govern.

4. Successors. All of the covenants, terms and conditions set forth herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns as permitted by Section 11.10 of the Separation Agreement.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal Laws, as such term is defined in the Separation Agreement, and not the Laws governing the conflicts of Laws, of the State of Oklahoma. Any dispute arising out of or relating to this Assignment shall be governed by Article IX of the Separation Agreement.

6. Counterparts. This Assignment may be executed in multiple counterparts, all of which together shall for all purposes constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor and Assignee have caused this Assignment to be executed and delivered by its duly authorized representative as of the day and year first above written.

ASSIGNOR:

ONEOK, Inc.

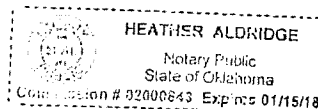
By: Wesley J. Christensen
Name: Wesley J. Christensen
Title: Senior Vice President - Operations

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

This instrument was acknowledged before me on the 20 day of January, 2014 by Wesley J. Christensen, as Senior Vice President - Operations of ONEOK, Inc., an Oklahoma corporation, on behalf of said corporation.

Heather Aldridge
NOTARY PUBLIC, STATE OF OKLAHOMA
Name: Heather Aldridge

My Commission Expires: 1-15-2018
My Commission Number: 02000843
[Seal]



ASSIGNEE:

ONE Gas, Inc.

By: 

Name: Greg A. Phillips

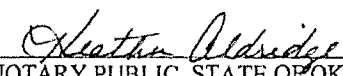
Title: Senior Vice President – Operations

STATE OF OKLAHOMA)

) ss:

COUNTY OF TULSA)

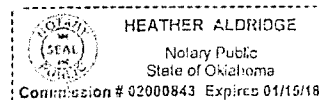
This instrument was acknowledged before me on the 13 day of January, 2014 by Greg A. Phillips, as Senior Vice President – Operations of ONE Gas, Inc., an Oklahoma corporation, on behalf of said corporation.


NOTARY PUBLIC, STATE OF OKLAHOMA
Name: Heather Aldridge

My Commission Expires: 1-15-2018

My Commission Number: 02000843

[Seal]



AFTER RECORDING RETURN TO:

GableGotwals
100 West 5th Street
Tulsa, OK 74103
Attn: Jaclyn Blain

EXHIBIT A - LEGALS

OK-1055578

TULSA County, OKLAHOMA

Agreement No	Grantor/Lessor	Grantee/Lessee	Doc Type	Date	Book	Page	Other
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OK-1055578 SQUARE ONE, LTD. ONG RIGHT OF WAY 06/14/1983 4699 1940

LEGAL DESCRIPTION:

Formatted Legal
T18N-R13E-S11 SW

State, County
OKLAHOMA, TULSA

OK-1055555 CORA E. SNETHEN ONG RIGHT OF WAY 09/03/1963 3376 638

LEGAL DESCRIPTION:

Formatted Legal
T18N-R13E-S11 NE

State, County
OKLAHOMA, TULSA

OK-1055561 W. G. WILSON ET UX ONG RIGHT OF WAY 09/20/1963 3382 381

LEGAL DESCRIPTION:

Formatted Legal
T18N-R13E-S11 NE

State, County
OKLAHOMA, TULSA

OK-1055563 KIRKDALE DEVELOPMENT CO. ONG RIGHT OF WAY 03/17/1969 3883 408

LEGAL DESCRIPTION:

Formatted Legal
T18N-R13E-S11 NW

State, County
OKLAHOMA, TULSA

OK-1055564 KIRKDALE DEVELOPMENT CO. ONG RIGHT OF WAY 11/18/1969 3913 1402

AMONG OTHER PROPERTY

0185

EXHIBIT A - LEGALS

OK-1055564

TULSA County, OKLAHOMA

Agreement No	Grantor/Lessor	Grantee/Lessee	Doc Type	Date	Book	Page	Other
LEGAL DESCRIPTION: Formatted Legal T18N-R13E-S11 NW							
OK-1055547	CITY OF TULSA	ONG	RIGHT OF WAY	07/24/1995	5731	1962	State, County OKLAHOMA, TULSA
LEGAL DESCRIPTION: Formatted Legal T18N-R13E-S11 NE							
OK-1055580	GLENNA RAFFKIND, TRUSTEE	ONG	RIGHT OF WAY	06/07/1993	5524	1574	State, County OKLAHOMA, TULSA
LEGAL DESCRIPTION: Formatted Legal T18N-R13E-S12 SE							
OK-1055591	JUDY ZWEIBACK	ONG	RIGHT OF WAY	06/14/1993	5524	1576	State, County OKLAHOMA, TULSA
LEGAL DESCRIPTION: Formatted Legal T18N-R13E-S12 SE							
OK-1055580	E. B. DEVLIN ET UX	ONG	RIGHT OF WAY	09/02/1936	1201	197	State, County OKLAHOMA, TULSA
OK-1055580			PARTIAL RELEASE	09/18/1960	3085	421	

#110799

KIRKDALE DEVELOPMENT
COMPANY, INC.

UTILITY EASEMENT EXCEPTION # 14

Dated: November 23, 1970
Filed: January 6, 1971 at 12:54 PM
Recorded in Book 3952, Page 538

-to-

THE PUBLIC

That the undersigned owner of the legal and equitable title to the following described real estate, for and in consideration of value received, the receipt of which is hereby acknowledged, does hereby grant and convey to the public, for public use, a perpetual easement through, over, under, and across the following described property:

A strip of land 10.00 feet in width situated in the SE/4 of Section 11, T 18 N, R 13 E, Tulsa County, Oklahoma, said 10.00 foot strip of land being more particularly described as lying easterly from, parallel to, and adjacent to the easterly boundary of Block 7 of "Quail Creek, Blocks 4 Thru 8 Incl.", an Addition to the City of Tulsa, Tulsa County, Oklahoma; also a strip of land 10.00 feet in width lying southerly from, parallel to, and adjacent to the southerly boundary of Lots 9 Thru 12, Block 5 of "Quail Creek, Blocks 4 Thru 8 Incl." Addition; also a strip of land 5.00 feet in width lying southerly from, parallel to, and adjacent to the southerly boundary of Lots 4 and 5, Block 8 and Lot 9, Block 7 of "Quail Creek, Blocks 4 Thru 8 Incl." Addition; also a strip of land 5.00 feet in width lying southerly from, parallel to, and adjacent to the southerly right-of-way line of S. 73rd E. Ave. and S. 74th E. Ave. as platted in "Quail Creek, Blocks 4 Thru 8 Incl."

for the purposes of permitting the construction of any and all public utilities, including, but not limited to, storm and sanitary sewers, natural gas and water lines, telephones and electric lines, cables, conduits, and pole lines, thereon, through, over, under, and across said property, together with all necessary and convenient appurtenances thereto; and to use and maintain the same, and affording the owners and operators of the above mentioned public utilities, their officers, agents, employees, and/or all persons under contract with them, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, constructing, operating, and maintaining such utility, and for terminating such use.

The public is hereby given and granted possession of the above described premises for the purposes aforesaid, and the undersigned, for himself, and his heirs, administrators, successors, and assigns, covenants and agrees that 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 above described premises; and further covenants and agrees that in the event the terms of this paragraph are violated by the undersigned, or any person in privity with him, such violation will be corrected and eliminated immediately upon receipt of notice from the above mentioned public utility, or that utility shall have right to correct and eliminate such violation, and undersigned, his heirs, administrators, successors, and assigns, shall promptly pay the actual cost thereof.

TO HAVE AND TO HOLD such easement unto the public forever.
Dated this 23rd day of November, 1970.

ATTEST (SEAL): KIRKDALE DEVELOPMENT COMPANY, INC.

 Joan R. Hall
STATE OF Oklahoma) ss
COUNTY OF Tulsa)

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of November, 1970, personally appeared Joan R. Hall, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President 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.

(SEAL)

#163018

DEED OF DEDICATION

Dated: July 23, 1969
Filed: October 15, 1971 at 1:00 PM
Recorded in Book 3989, Page 487

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

COUNTY OF TULSA)
Sirkdale Development Co., Inc., the undersigned, being the sole owner
of all interests, both legal and equitable, in the following described
property, to-wit:

erty, to-wit:

All that part of the south 939.04 feet of the NW/4 of Section 11,
T 18 N, R 13 E, Tulsa County, Oklahoma.

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the special benefits to the remainder of the above described property, accruing thereto upon this dedication, do hereby dedicate to the Public, for the use and enjoyment of the Public, the following described portion thereof, to-wit:

The west 50 feet of said south 939.04 feet of said NW/4, containing 1.08 Acres, more or less.

1.08 Acres, more or less.
To have and to hold said described premises into the said Public forever.
Signed and delivered this 23rd day of July, 1969.
MEMDALE DEVELOPMENT CO., INC.

(CORPORATE SEAL)
ATTEST: Pauline Lassiter,
Secretary

KIRKDALE DEVELOPMENT CO., INC.
By: John R. Hamill,
Vice President

ACKNOWLEDGED:

On July 23, 1969, by John R. Hamill, Vice President,
before Darlene Moore, Notary Public, Tulsa County,
State of Oklahoma.
(SEAL) Commission expires December 27, 1972.

#210021

EXCEPTION # 16

AMENDMENT TO AGREEMENT

Dated: June 16, 1972
Filed: June 27, 1972 at 11:26 AM
Recorded in Book 4022, Page 1019-1020

AMENDMENT TO AGREEMENT

WHEREAS, on the 14th day of April, 1967, a certain Agreement was made and entered into by and between the Utility Board and the Mayor and Board of City Commissioners of the City of Tulsa; the Tulsa Metropolitan Water Authority acting by and through its Trustees; and Sewco, Inc., an Oklahoma Corporation. The referenced Agreement placed the operating responsibility for the collection system and sewage lagoon and pump station facility, serving the following described property, under Sewco, Inc.:

Park Plaza South, an addition in the SW/4 W/2
SE/4 of Section 2, Township 18 North, Range 13
East, Tulsa County, Oklahoma;

and

NW/4 of Section 11, Township 18 North, Range
13 East of the Indian Base and Meridian, and
the W/2 of the NE/4 of Section 11, Township 18
North, Range 13 East of the Indian Base and
Meridian, Tulsa County, Oklahoma;

and

SW/4 W/2 of the SE/4 of Section 2, Township 18
North, Range 13 East, Tulsa County, Oklahoma,
comprising 240 acres, more or less (out of
which Park Plaza South and Skyview Center Addi-
tions have been platted);

and

N/2 of the SE/4 and the SE/4 of the SE/4 less
the South 295 feet of the East 295 feet of the
SE/4 SE/4, and less the North 420 feet of the
South 715 feet of the East 210 feet of the
SE/4 SE/4, all lying and being situated in

Section 11, Township 18 North, Range 13 East of the Indian Base and Meridian, and containing 116.067 acres, more or less, according to the United States Government Survey thereof;

WHEREAS, the provisions of Paragraph 15 of the contract between Sewco, Inc., the Tulsa Metropolitan Water Authority and the City of Tulsa dated April 14, 1967, provide that in addition to the properties owned by Kirkdale Development Co., Inc. and Anderson Development Co., specifically described as portions of Section 2 and 11, Township 18 North, Range 13 East, others may be permitted to connect to the sewerage systems of Sewco, Inc. provided:

- (a). There is existing unused capacity in Sewco's facility;
- (b). The sewerage system or connection of others shall be constructed in the same manner and upon the same terms and conditions set forth in Paragraphs 1 through 14 of the referenced agreement;
- (c). That there are no excess capacity fees due Sewco, Inc. from the following described tract.

NOW, THEREFORE, the Owners state that there is existing unused capacity in the Owners' facility and it is hereby agreed by and between the parties that; Quatro Properties, Inc. an Oklahoma corporation, hereinafter referred to as "Quatro", may construct a sanitary sewage collection, a sewage lift station and force main, said lift station and force main to become a part of the Collection System in accordance with provisions of paragraph 7 of the contract between Sewco, Inc., the Tulsa Metropolitan Water Authority and the City of Tulsa, dated April 14, 1967, to serve the following described property at such locations as which may be approved by the Superintendent of Waterworks and Sewerage:

E/2 of the SW/4 of Section 11, Township 18 North,
Range 13 East of the Indian Base and Meridian,
Tulsa County, Oklahoma.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the 16 day of June, 1972.

(CORPORATE SEAL)
ATTEST: John R. Troutt,
Secretary

SEWCO, INC.
BY: Elmer W. Anderson,
President

#210021 -3-

(CORPORATE SEAL)

ATTEST: Helen E. Gooch,
Assistant Secretary

QUATRO PROPERTIES, INC.

BY: W. L. Dunn,
President

(CORPORATE SEAL)

ATTEST: F. F. Campbell,
City Auditor

CITY OF TULSA, OKLAHOMA,
A Municipal Corporation

BY: Robert J. LaFortune,
Mayor

APPROVED AS TO FORM:

UTILITY BOARD

BY: A. F. Keating,
Chairman

James Unruh,
Special Attorney for
the Utility Board

Waldo F. Bales,
City Attorney

(CORPORATE SEAL)

ATTEST: Phil S. Stover, Jr.,
Secretary

TULSA METROPOLITAN WATER AUTHORITY

BY: John P. Thomas, Jr.,
Chairman