

Property:

Approximately 6.56(±) acres of land in Tulsa County, Oklahoma owned by KWD Investments II LP and commonly known as 851 E. 111st Street in Broken Arrow.

(offered as 1 auction tract)

Auction Manager:

Brent Wellings

Tel: 972-768-5165 (mobile) or 800-451-2709 (office)

SEALED BID PACKET

Sealed Bid Deadline: Tuesday – October 23, 2018

Contents:

- Bidder Instructions and Information
- Form of Offer to Purchase Real Estate
- Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services
- Copy of preliminary title insurance schedules dated August 6, 2018, with copies of all recorded documents listed therein as exceptions

BIDDER INSTRUCTIONS AND INFORMATION

(851 E. 111st Street, Broken Arrow, OK)

The following bidder instructions and information (collectively, the "Bidder Instructions") apply with respect to certain real estate located in Tulsa County, Oklahoma that has been advertised by Schrader Real Estate and Auction Company, Inc. ("Auction Company") on behalf of KWD Investments II, L.P. ("Seller") for sale via sealed bid auction with a sealed bid deadline of October 23, 2018.

1. These Bidder Instructions are part of a Sealed Bid Packet (the "Sealed Bid Packet"), which also includes:

- Blank form of Offer to Purchase Real Estate (the "Offer to Purchase");
- Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services; and
- Preliminary title insurance schedules dated August 6, 2018 prepared by Secure Title & Escrow LLC, with copies of all recorded documents listed therein as exceptions.

Do not submit a bid unless and until you have carefully reviewed and are familiar with the entire Sealed Bid Packet.

2. Bids are solicited only on the entire Property as a whole.
3. Be sure you have arranged financing, if needed, and are capable of paying cash at closing. Your bid is not contingent upon your ability to obtain financing.
4. In order to submit a bid:
 - (a) Complete, sign and date the Signature Page of the Offer to Purchase. Be sure to write your bid amount in the blank provided and provide all requested information pertaining to the Buyer. Sign as Buyer (or as the authorized officer/agent of an entity identified as Buyer). If you are signing as an officer or agent, please enclose documents with your bid establishing your authority. **YOUR BID SHALL BE INCREASED AUTOMATICALLY BY A 4% BUYER'S PREMIUM. PLEASE TAKE INTO CONSIDERATION THE 4% BUYER'S PREMIUM WHEN SUBMITTING YOUR BID.**
 - (b) Sign and date the "Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services". Print the name(s) of Buyer(s) on the lines indicated.
 - (c) Prepare a check for the 10% earnest money deposit in accordance with these Bidder Instructions.
 - (d) Prepare a sealed bid envelope by writing "Sealed Bid for 851 E. 111st St., Broken Arrow, OK" and the name and address of the bidder on the outside front of the envelope.
 - (e) Place the earnest money check and the entire Offer to Purchase and Brokerage Disclosure form (each having been completed, signed and dated by the bidder) in the sealed bid envelope and send or deliver to the Auction Manager as follows:

Via overnight courier, U.S. Mail or personal delivery to:

Brent Wellings
C/o Wellings Real Estate Investments & Advisory, LLC
205 W 7th Avenue, Suite 203A
Stillwater, OK 74074

Or via personal delivery to:

Brent Wellings
C/o Titan Properties, LLC
5314 South Yale Avenue, Suite 205
Tulsa, OK 74135

5. Your bid must be **received** (at either address shown above) on or before **(Tuesday) October 23, 2018**.
6. **Your bid must be accompanied by an earnest money deposit in the form of a cashier's check, personal check or company check payable to "Secure Title & Escrow, LLC". The earnest money deposit must be at least ten percent (10%) of your Bid Amount.**
7. If your bid offer is accepted, the earnest money check will be deposited by Secure Title & Escrow, LLC, to be held in escrow pursuant to the terms of the Offer to Purchase. If your offer is not accepted, the earnest

money check will be returned to you via U.S. Regular Mail at the Buyer's address provided in the Offer to Purchase.

8. The submission of a bid constitutes an offer which, if accepted by Seller, shall constitute a binding purchase contract.
9. Seller reserves the right to accept any bid and/or to reject any or all bids. Seller reserves the right, in its sole judgment and discretion, to waive any irregularities or informalities in the submission of any bid.
10. An offer expires unless it is accepted by Seller on or before the Acceptance Deadline. The Acceptance Deadline is 11:59 o'clock p.m. Central Time on **(Wednesday) October 24, 2018**.
11. The terms of sale are set forth in the Offer to Purchase. If any provision of the Offer to Purchase is incompatible with any other statement in the Sealed Bid Packet or in the auction marketing materials, the provision of the Offer to Purchase shall control. As an update to the marketing materials (and without limiting the foregoing provision), the Offer to Purchase provides that the Property is to be conveyed by Special Warranty Deed rather than by General Warranty Deed.
12. The information and disclosures provided in this Sealed Bid Packet are provided for informational purposes only and shall not constitute any warranty of any kind. The bidder is responsible for having completed the bidder's own independent investigation and evaluation of the Property prior to bidding and for independently investigating and verifying those facts which the bidder deems material to the bidder's evaluation of the Property. By submitting a bid, the bidder acknowledges and accepts such responsibility and agrees that any sale of the Property will be made "AS IS, WHERE IS" as provided in the Offer to Purchase.
13. By submitting a bid, the bidder acknowledges and represents to Seller that: (a) no one has made any warranties or representations, either express or implied, to the bidder regarding the Property; (b) such bid is based solely upon the bidder's own inspection and due diligence investigation; (c) such bid represents an offer to purchase the Property in its present condition, "AS IS, WHERE IS", without warranty, subject to and notwithstanding any zoning restrictions and/or limitations, flooding conditions, ingress and egress limitations, environmental conditions and/or any latent, patent, known or unknown defects; and (d) all risks are assumed by the bidder and have been taken into account by the bidder in determining the amount of the bid.
14. The information, exhibits and disclosures provided in this Sealed Bid Packet are provided for informational purposes only and shall not constitute any warranty of any kind. The bidder is responsible for conducting the bidder's own independent investigation and evaluation of the Property prior to bidding and for independently investigating and verifying those facts which the bidder deems material to the bidder's evaluation of the Property. By submitting a bid, the bidder acknowledges and accepts such responsibility and agrees that any sale of the Property will be made "AS IS, WHERE IS" as provided in the Offer to Purchase.
15. In case of a tie with the bids submitted, the tying bidders may be notified by email and offered the opportunity to submit a higher bid within twenty-four (24) hours of notification of a tie.
16. Schrader Real Estate and Auction Company, Inc. and its respective agents and representatives are exclusively the agents of the Seller.

<p>Buyer and Seller are responsible for consulting with their own respective attorneys for any legal advice and representation regarding this Sealed Bid Packet and/or any document or transaction relating to the Property.</p>

OFFER TO PURCHASE REAL ESTATE

This Offer to Purchase Real Estate is executed in connection with a sealed bid auction process through which Schrader Real Estate and Auction Company, Inc. ("Auction Company"), on behalf of KWD Investments II, L.P. ("Seller"), has solicited bids for the purchase of the real estate described as follows (the "Property"):

The Northeast Quarter of the Northeast Quarter of the Northeast Quarter (NE/4 NE/4 NE/4) of Section Thirty-four (34), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof; LESS AND EXCEPT the North 276.00 feet of the East 434.00 feet thereof.

"Buyer" refers to the individual(s) and/or entity(ies), whether one or more, signing as Buyer(s) on the signature page of this Offer to Purchase Real Estate (the "Signature Page"). Buyer hereby offers to purchase the Property described above pursuant to the terms of this Offer to Purchase Real Estate. If accepted by Seller (as evidenced by the execution of Seller's acceptance on the Signature Page), this offer shall constitute a binding contract and agreement for the purchase and sale of the Property pursuant to the terms and conditions of this Offer to Purchase Real Estate (this "Agreement").

BUYER ACKNOWLEDGES THAT THE PROPERTY IS BEING SOLD "AS IS, WHERE IS", AS FURTHER PROVIDED BELOW, AND THAT BUYER'S OFFER IS NOT CONTINGENT UPON BUYER'S ABILITY TO OBTAIN FINANCING.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions of this Agreement, the parties agree as follows:

- PURCHASE PRICE; BID AMOUNT PLUS BUYER'S PREMIUM.** The purchase price for the Property (the "Purchase Price") consists of the dollar amount which is written as the Bid Amount on the Signature Page (the "Bid Amount"), plus a Buyer's Premium equal to four percent (4.0%) of the Bid Amount. **THE BID AMOUNT WRITTEN ON THE SIGNATURE PAGE SHALL AUTOMATICALLY BE INCREASED BY THE 4% BUYER'S PREMIUM TO ARRIVE AT THE PURCHASE PRICE.** Prior to the Closing, Buyer shall deliver Good Funds to the Closing Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less previously-delivered Earnest Money and any other credits due Buyer as provided in this Agreement. As used herein, the term "Good Funds" means immediately available funds delivered by confirmed wire transfer to an account designated by the Closing Agent.
- EARNEST MONEY.** Concurrently with the execution and delivery of this offer, Buyer shall deliver an earnest money deposit payable to Escrow Agent in an amount not less than ten percent (10%) of the Bid Amount. Upon Seller's acceptance of this offer, the earnest money delivered with this offer (the "Earnest Money") shall be deposited by the Escrow Agent, to be held in escrow and applied towards the payment of the Purchase Price at Closing.
- ESCROW AGENT; CLOSING AGENT.** For purposes of this Agreement, the terms "Escrow Agent" and "Closing Agent" refer to **Secure Title & Escrow, LLC, 4200 E. Skelly Drive, Suite 420, Tulsa, OK 74135 (Tel: 918-508-2500)**; provided, however: (a) if all or any part of the Earnest Money is hereafter held by an alternate company pursuant to the mutual agreement of Seller and Buyer, "Escrow Agent" shall refer to such alternate company with respect to the funds held by such alternate company; and (b) if Seller and Buyer hereafter mutually select a different company to administer the Closing, "Closing Agent" shall refer to the company thus selected pursuant to the parties' mutual agreement.
- SURVEY.** It is expected that the Property will be conveyed using the existing legal description, without obtaining a new survey. A new survey of all or any part of the Property shall be obtained if and only if: (a) the official(s) responsible for recording the deed will not accept the conveyance for recording without a new survey; or (b) a new survey is deemed necessary or appropriate by Seller for any other reason in Seller's sole discretion. If a new survey is obtained, the survey shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. The cost of any survey obtained in accordance with the provisions of this Agreement shall be shared equally (50:50) by Seller and Buyer.
- PRELIMINARY TITLE EVIDENCE.** Buyer acknowledges that Buyer has received, prior to submitting this offer, a copy of the preliminary title insurance schedules prepared by Secure Title & Escrow, LLC dated August 6, 2018 (File No. CF#1358), including preliminary Schedule B, Part II containing exception paragraphs numbered 1 through 21, together with copies of the recorded documents listed therein as exceptions (collectively, the "Preliminary Title Evidence"). Without limiting the foregoing provision, Buyer acknowledges that the Preliminary Title Evidence (including copies of the recorded documents listed as exceptions) was included as part of the Sealed Bid Packet and has been otherwise made available for review via download from a webpage maintained for this sealed bid auction at www.schraderauction.com.
- FINAL TITLE COMMITMENT.** Prior to Closing, Seller shall furnish a final commitment, dated after the date of this Agreement, for the issuance of a standard ALTA owner's title insurance policy in the amount of the Purchase Price insuring marketable title to the Property (except Minerals) in the name of Buyer, subject to standard requirements, conditions and exceptions, and subject to Permitted Exceptions (the "Final Title Commitment"). Seller shall pay all search fees, abstracting expenses and attorneys fees incurred for the preparation of the Preliminary Title Evidence and the Final Title Commitment. However, Seller is not required to pay for the issuance of a title insurance policy.
- TITLE INSURANCE.** If Buyer and/or Buyer's lender elect(s) to purchase title insurance: (a) all costs of issuing the title insurance policy(ies), including title insurance premium costs, shall be charged to Buyer; and (b) Seller shall cooperate with respect to the satisfaction of requirements of the title company that are reasonable and customary and that are not inconsistent with the terms of this Agreement; provided, however, Seller shall have no obligation with respect to any matter that constitutes a Permitted Exception.

8. **ADDITIONAL TITLE EVIDENCE.** If Buyer and/or Buyer's lender intends to obtain any Additional Title Evidence (as defined below): (a) Buyer shall be solely responsible for obtaining such Additional Title Evidence in a timely manner and for paying all costs associated therewith; (b) Seller shall have no obligation with respect to any matter identified in the Additional Title Evidence that constitutes a Permitted Exception; and (c) the Closing shall not be delayed for (and Buyer's obligation to acquire the Property at Closing shall not be contingent upon) the delivery of any Additional Title Evidence or the satisfaction of any other condition except as expressly set forth in this Agreement. "Additional Title Evidence" refers to any title evidence sought or obtained by Buyer and/or Buyer's lender (including any title search, abstract, title opinion, mineral ownership report, mineral title opinion, title insurance commitment, title insurance policy, title insurance endorsement, other title insurance product, survey product and/or other evidence of title) other than or in addition to: (i) the Preliminary Title Evidence; and (ii) the Final Title Commitment to be furnished by Seller in accordance with the express terms of this Agreement; and (iii) any survey that is obtained in accordance with the express terms of this Agreement.
9. **PERMITTED EXCEPTIONS.** Buyer agrees to acquire the Property and accept the title, deed, any title insurance and any survey subject to and notwithstanding the following matters (each a "Permitted Exception" and, collectively, the "Permitted Exceptions"): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) any variation or discrepancy between a deeded boundary line and the location of any fence, building or other visible or apparent use, occupancy or occupancy line; (e) the lien, if any, for current, non-delinquent taxes and assessments; (f) local ordinances and zoning regulations; (g) set back and building lines; (h) recorded easements, mineral leases, conditions, restrictions, reservations and other matters (except liens) appearing of record; (i) any oil, gas or mineral lease and any other rights of any person or entity with respect to Minerals; (j) any matter disclosed in this Agreement; and (k) any matter (except liens, if any) identified, listed, shown or noted in the Preliminary Title Evidence.
10. **MINERALS.** Seller is not reserving any interest with respect to any oil, gas and/or other minerals under the surface of (and/or that may be produced from) the land comprising the Property and/or any rights appurtenant thereto (collectively, "Minerals"). The Property acquired by Buyer pursuant to this Agreement will include Seller's interest, if any, with respect to Minerals; provided, however, (a) no promise, representation or warranty is or will be made as to the existence of any Minerals or the nature or extent of Seller's interest therein; and (b) Seller has no obligation to provide any title insurance, title opinion or other title evidence with respect to Minerals. If any interest in Minerals is owned by anyone other than Seller, such interest is excluded from the Property to be conveyed and acquired pursuant to this Agreement and the meaning of the term "Property" as used throughout this Agreement shall be interpreted to exclude such interest.
11. **DELIVERY OF TITLE.** As an update to the marketing materials, the Property shall be conveyed by Special Warranty Deed (subject to the Permitted Exceptions), which shall be furnished at Seller's expense and shall be executed and delivered by Seller at Closing.
12. **CONVEYANCE REQUIREMENTS.** Buyer's obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following requirements (collectively, the "Conveyance Requirements"): (a) that Buyer has received the Final Title Commitment in accordance with the terms of this Agreement; (b) that Seller is able to convey the Property in substantially its present condition (except as otherwise provided in Section 19 below); (c) that Seller is able to deliver possession of the Property in accordance with the terms of this Agreement; and (d) that Seller is able to convey to Buyer fee simple title with respect to the Property free and clear of any lien (except the lien for current, non-delinquent property taxes) and free and clear of any other material encumbrance that does not constitute a Permitted Exception. For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey the Property in conformance with the Conveyance Requirements. If Seller is unable to convey the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; provided, however, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the date of Closing up to 30 days in order to cure such nonconformity. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.
13. **CONDITIONS TO CLOSING.** Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon the Buyer's ability to obtain financing or Buyer's ability to obtain any permit or approval or the satisfaction of any other condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to the Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).
14. **CLOSING.** The "Closing" refers to the final delivery and exchange of documents and funds in connection with the consummation of the sale and purchase of the Property in accordance with the terms of this Agreement, including the delivery of title to Buyer and the delivery of the Purchase Price to Seller. Subject to the terms and conditions of this Agreement, the Closing shall be held on or before November 23, 2018 or as soon as possible after said date upon completion of the Final Title Commitment, the survey (if any) obtained in accordance with the express terms of this Agreement and Seller's closing documents; provided, however, after November 23, 2018, if the Final Title Commitment (and survey, if applicable) has/have been completed and the Closing has not been otherwise scheduled and completed, the Closing shall be held on a date specified in a written notice from Seller or Seller's agent to Buyer or Buyer's agent, which date must be at least 10 days after the effective date of such notice. The Closing shall be held at the office of **Secure Title & Escrow, LLC, 4200 E. Skelly Drive, Suite 420, Tulsa, OK 74135 (Tel: 918-508-2500)**, or otherwise as mutually agreed.

15. **SELLER'S EXPENSES.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) all costs of releasing existing liens, if any, and recording the releases; (b) one-half of the fee charged by the Closing Agent to administer a cash closing; (c) the costs of preparing the Preliminary Title Evidence and/or the Final Title Commitment to the extent charged separately from the cost of issuing a final title insurance policy; (d) the cost of preparing Seller's transfer documents, including the deed; (e) one-half of the cost of the survey, if any, obtained in accordance with the express provisions of this Agreement; (f) the professional fees due Auction Company in connection with this transaction; (g) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (h) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.
16. **BUYER'S EXPENSES.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Closing Agent prior to Closing: (a) any expense incident to a loan obtained by Buyer which is not otherwise paid by Buyer outside of Closing, including any loan commitment fees, document preparation, recording fees, lender's title examinations, lender's title insurance, prepaid interest and credit reports; (b) one-half of the fee charged by the Closing Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) the cost of issuing any final owner's and/or lender's title insurance policy(ies), including title insurance premium costs; (d) one-half of the cost of the survey, if any, obtained in accordance with the express provisions of this Agreement; (e) the cost of any Additional Title Evidence (as defined above), including any title insurance endorsements; (f) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (g) any expense normally charged to a buyer at closing and not specifically charged to Seller in this Agreement; and (h) any other expense that is not allocated to Seller according to the terms of this Agreement.
17. **TAXES AND ASSESSMENTS.** Ad valorem property taxes assessed against and attributable to the Property ("Taxes") for the calendar year in which the Closing occurs shall be prorated on a calendar year basis to the date of Closing. Seller shall pay any unpaid Taxes for prior years and Buyer shall assume the Taxes for subsequent years. If the amount of the Taxes for the calendar year in which the Closing occurs is known and payable at the time of Closing, Seller and Buyer shall pay their respective shares of the prorated Taxes at the time of Closing. If the amount of the Taxes for the calendar year in which the Closing occurs is not known at the time of Closing, the Seller's share of such Taxes shall be estimated based on 100% of the amount last billed for a calendar year and the amount thus estimated (and prorated to the date of Closing as provided above) shall be paid via credit against the sums due from Buyer at Closing, with no further settlement or adjustment after Closing. Buyer shall then pay all Taxes which become due after Closing. Buyer shall pay special assessments, if any, that are assessed against and attributable to the Property and are last payable without a penalty after the date of Closing. **ANY ESTIMATED TAX CREDIT SHALL NOT BE SUBJECT TO ADJUSTMENT AFTER CLOSING EVEN THOUGH SUCH CREDIT MAY BE MORE OR LESS THAN THE ACTUAL AMOUNT DUE ONCE THE TAX RATES AND/OR ASSESSMENTS ARE FINALIZED. AFTER CLOSING, SELLER, AUCTION COMPANY, AND ESCROW AGENT SHALL HAVE NO RESPONSIBILITY FOR ANY REAL ESTATE TAXES OR ASSESSMENTS. ALL TERMS REGARDING THE ALLOCATION AND PAYMENT OF REAL ESTATE TAXES AND ASSESSMENTS SHALL SURVIVE CLOSING.**
18. **POSSESSION.** Buyer shall be entitled to take possession of the Property immediately after completion of the Closing.
19. **RISK OF LOSS.** The Property shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of loss and damage until Closing; provided, however, Buyer shall be obligated to acquire the Property notwithstanding the occurrence of any of the following prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired prior to Closing; and (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.
20. **CONDITION OF PROPERTY; NO WARRANTIES.** As a material part of the consideration for this Agreement, Buyer acknowledges and agrees that:
- (a) **THE PROPERTY IS SOLD "AS IS" AND "WHERE IS". ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER OR AUCTION COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES.** Without limiting the foregoing provision, Seller, Auction Company and their respective agents and representatives disclaim any representation or warranty with regard to acreages, zoning matters, environmental matters, location or availability of utilities, ingress and egress, availability of building or other permits, whether or not the Property qualifies for any specific use or purpose and/or the accuracy of any third party reports or materials provided in connection with the auction or this Agreement.
 - (b) Buyer is responsible for having completed (prior to the submission of this offer): (i) Buyer's own independent due diligence investigation and evaluation of the Property and all available information from any source pertaining to the Property, including but not limited to the physical condition of the Property and all matters affecting the title thereto; and (ii) Buyer's own independent investigation and verification of those facts which Buyer deems material to Buyer's evaluation of the Property. By submitting this offer, Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and verifications or has knowingly and willingly elected to purchase the Property without having completed such inspections, investigations and verifications. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property "AS IS, WHERE IS" as provided in this Agreement.
 - (c) Any information or disclosure provided in this Agreement and/or elsewhere in the Sealed Bid Packet and/or in any marketing materials has been provided only to facilitate (and not as a substitute for) a prospective buyer's independent review and investigation. Any such information or disclosure is provided for informational purposes only (subject to Buyer's independent verification) and not as a warranty of any kind or as an authoritative representation of any facts.

- (d) By submitting this offer, Buyer acknowledges and represents to Seller that: (i) no one has made any warranties or representations, either express or implied, to Buyer regarding the Property; (ii) Seller has not agreed to perform any work on or about the Property, before or after Closing, as a condition of this Agreement; (iii) this offer is based solely upon Buyer's own independent due diligence investigations and inspections; (iv) Buyer has performed all of Buyer's due diligence regarding the Property and was satisfied as to the Property's condition before submitting this offer; (v) Buyer is offering to purchase the Property in its present condition, "**AS IS, WHERE IS**", subject to and notwithstanding any zoning restrictions and/or limitations, flooding conditions, ingress and egress limitations, environmental conditions and/or any latent, patent, known or unknown defects; and (vi) all risks are assumed by Buyer and the Buyer's assumption of such risks has been taken into account by Buyer in determining the Bid Amount.
21. **ADDITIONAL ACKNOWLEDGMENTS OF BUYER.** As a material part of the consideration for this Agreement, and without limiting the foregoing provisions, Buyer understands, acknowledges and agrees that:
- (a) Boundary lines depicted in the auction marketing materials are approximations provided for illustrative purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations. The acres shown in the auction marketing materials are approximations only. The acres stated in the Sealed Bid Packet and the marketing materials are based on property tax assessment records. No warranty or authoritative representation is made with respect to the number of acres included with the Property or any part thereof. The Purchase Price shall not be subject to adjustment regardless of the quantity of land included with the Property according to any survey or other record prepared before or after the execution of this Agreement.
 - (b) Information booklets have been provided to prospective buyers in printed form and/or via download from the auction website. The information booklets include information obtained or derived from third-party sources, including topographic map, unsigned survey drawing, conceptual site and grading plans, aerial maps, utilities mapping, preliminary plat drawing, property tax information and preliminary title insurance schedules. Although believed to be from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's due diligence through independent review and investigation of the Property. Seller and Auction Company disclaim any warranty or liability for the information provided.
22. **REMEDIES; BUYER DEFAULT.** As used herein, the term "Buyer Default" refers to nonpayment or dishonor of any check delivered for the Earnest Money and/or the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Buyer's obligation(s) under this Agreement. In the event of a Buyer Default, the following provisions shall apply:
- (a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Purchase Price. Upon Seller's demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, it would be impractical and extremely difficult to calculate the damages which Seller may suffer and that the liquidated damages amount provided above is a reasonable estimate of the total net economic detriment that Seller would suffer due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, all other remedies shall be available to Seller, in equity or at law, including the right to recover actual damages, plus attorney fees.
 - (b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller's demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, incurred by Seller in seeking to enforce any right or remedy.
 - (c) Without limiting the foregoing provisions, Seller's remedies in the event of a Buyer Default shall include the right to terminate Buyer's right to acquire the Property under this Agreement (without prejudice to Seller's right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.
23. **REMEDIES; SELLER DEFAULT.** The term "Seller Default" refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller's obligation(s) under this Agreement; provided, however, if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 12 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer's option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller's obligations.
24. **REMEDIES; GENERAL.** Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER**

EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE SALE AND PURCHASE OF THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.

25. **NOTICES.** A notice given to a party under this Agreement shall be in writing and either delivered in person or sent via US Certified Mail return receipt requested or via overnight delivery by a nationally-recognized commercial courier regularly providing proof of delivery (such as FedEx or UPS) to the party's notification address as provided below. If email address(es) is/are provided with a party's notification address, a legible PDF copy of any notice to such party shall be sent to the email address(es) provided. A notice shall be effective as of the first business day after the notice has been sent in accordance with this paragraph. Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:
- If to Seller: C/o John D. Williams, 25825 S. Highway 66, Claremore, OK 74019
With PDF copy via email to: Brent@schraderauction.com
- If to Buyer: The Buyer's mailing address (and email address, if any) provided on the Signature Page.
26. **AGENCY.** Auction Company and its agents and representatives are acting solely on behalf of and exclusively as the agent for the Seller. Buyer acknowledges receipt of the "**Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services**" form which: (a) was included in the Sealed Bid Packet; (b) is hereby incorporated as part of the terms of this Agreement; and (c) shall be signed by Buyer and attached to this Agreement pursuant to 59 Okl. St. § 858-356. The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Company from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such other broker or person. This Agreement is solely between Buyer and Seller. Auction Company and its employees, representatives and independent agents shall not be liable for any existing or arising defects or deficiencies.
27. **1031 EXCHANGE.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or part of the Property as part of an exchange under §1031 of the Internal Revenue Code ("Exchange"). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.
28. **EXECUTION AUTHORITY.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("Entity") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.
29. **SUCCESSORS AND ASSIGNS.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.
30. **GENERAL PROVISIONS.** Time is of the essence. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, assigns and successors. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property. Neither party is relying upon any other statement or promise and neither shall be bound by any purported oral modification or waiver. If any provision of this Agreement is inconsistent with any other statement in the Sealed Bid Packet or in the auction marketing materials, the provision of this Agreement shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same agreement. Execution of this Agreement or any counterpart includes, without limitation, execution and delivery via fax and/or email.
31. **OFFER AND ACCEPTANCE.** Buyer's execution and delivery of this Offer to Purchase Real Estate constitutes an offer which may be accepted or rejected by Seller for any reason in Seller's sole discretion and, if accepted by Seller, shall constitute a binding purchase contract between Seller and Buyer for the sale and purchase of the Property in accordance with the terms and conditions of this Agreement. This offer shall be treated as having been accepted by the Seller only if Seller's acceptance is signed by Seller on the Signature Page. This offer shall not be treated as having been rejected by Seller unless: (a) Seller has given written notice of rejection to the Buyer; (b) Seller has accepted another offer with respect to the Property; or (c) Seller has failed to accept this offer on or before the Acceptance Deadline set forth below.
32. **ACCEPTANCE DEADLINE.** This offer shall expire, and the Earnest Money shall be returned to Buyer at Buyer's address written on the Signature Page, if this offer is not accepted by Seller on or before 11:59 o'clock p.m. CT on **(Wednesday) October 24, 2018** (the "Acceptance Deadline").

[The remainder of this Offer to Purchase Real Estate is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, Buyer offers to purchase from Seller and Seller (upon execution and delivery of Seller's acceptance below) agrees to sell to Buyer the Property described on page 1 of this Agreement (being the NE/4 NE/4 NE/4 of Sec. 34-T18N-R14E in Tulsa County, Oklahoma, LESS AND EXCEPT the N. 276 ft. of the E. 434 ft. thereof), all in accordance with and subject to the terms and conditions of the foregoing Agreement.

Bid Amount: \$ _____

THE PURCHASE PRICE IS THE BID AMOUNT WRITTEN ABOVE PLUS A BUYER'S PREMIUM EQUAL TO FOUR PERCENT (4%) OF THE BID AMOUNT. THE 4% BUYER'S PREMIUM SHALL BE ADDED AUTOMATICALLY TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.

SIGNATURE OF BUYER: On the _____ day of October, 2018, this Agreement is signed by the undersigned, constituting the "Buyer" for purposes of this Agreement:

Printed Name(s) of Buyer(s) (including, if applicable, full name of Buyer Entity, type of Buyer Entity and State of organization)

(By) _____
(Signatures)

(Printed name/s and office or capacity of individual/s signing on behalf of an LLC, corporation or other Buyer Entity)

(Buyer's Address)

(City, State, Zip)

(Buyer's Telephone Number)

(Buyer's Email Address)

(Buyer's Lender, if any, and Lender Contact Info.)

SELLER'S ACCEPTANCE: Signed and accepted by Seller on the _____ day of October, 2018:

KWD INVESTMENTS II, L.P.,
By its duly-authorized General Partner:

John D. Williams

RECEIPT OF EARNEST MONEY: The undersigned has received the sum of \$_____, on the date written below, as the Earnest Money to be held in escrow pursuant to the terms of the foregoing Agreement.

SECURE TITLE & ESCROW, LLC

Date of receipt: _____

By: _____

Print: _____

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

☐ Buyer Brokerage Agreement

☐ Listing Brokerage Agreement

☐ Option Agreement

☒ Sales Agreement

☐ Exchange Agreement

☐ Other _____

(851 E. 111st Street, Broken Arrow, OK)

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

A. treat all parties to the transaction with honesty and exercise reasonable skill and care;

B. unless specifically waived in writing by a party to the transaction:

1) receive all written offer and counteroffers;

2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and

3) present timely all written offers and counteroffers.

C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;

D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;

E. timely account for all money and property received by the Broker;

F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:

1) that a party or prospective party is willing to pay more or accept less than what is being offered,

2) that a party or prospective party is willing to agree to financing terms that are different from those offered,

3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and

4) information specifically designated as confidential by a party unless such information is public.

G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;

H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;

I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____ day of _____, 2018.

(Print Name) _____

(Signature) _____

(Print Name) _____

(Signature) _____

Cover page for:

PRELIMINARY TITLE EVIDENCE

Consisting of:

Preliminary title insurance schedules prepared by Secure Title & Escrow, LLC dated August 6, 2018 (File No. CF#1358), including preliminary Schedule B, Part II containing exception paragraphs numbered 1 through 21

Together with:

Copies of recorded documents listed as exceptions

For sealed bid auction advertised by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

KWD Investments II, L.P.

With a sealed bid deadline of:

October 23, 2018

Transaction Identification Data for reference only:

Issuing Agent: Tamie Semler
Issuing Office: Secure Title & Escrow, LLC
ALTA® Universal ID:
Commitment No.: CF#1358
Issuing Office File No.: CF#1358
Property Address: 11110 South Elm Place, Broken Arrow, OK 74014

SCHEDULE A

1. Commitment Date: August 6, 2018 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. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

KWD Investments II Limited Partnership, an Oklahoma limited partnership
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SECURE TITLE & ESCROW, LLC

Authorized Agent

By: 
Tamie M. Semler, TIL #100189741

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CF#1358

**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 Release of Mortgage must be properly executed and filed of record of that certain mortgage in the original amount of \$1,250,000.00, executed by KWD Investments II Limited Partnership, in favor of Summit Bank, dated December 16, 2003, filed December 22, 2003 and recorded in Book 7202 at Page 1704; Modification of Mortgage, dated February 28, 2011, filed March 17, 2011 and recorded as Document No. 2011023871; and Assignment of Mortgage to Princeton Properties, LLC, filed October 26, 2011 and recorded as Document No. 2011093705.
8. Ad Valorem taxes for the year 2017 are paid.
9. Obtain certification from the City of Broken Arrow as to the status of any assessments due and payable.
10. Survey must show access contiguous with an open roadway.
11. UCC Chattel/Fixture lien search indicating there are no effective financing statements against the property.
12. 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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CF#1358

13. Provide the examiner with satisfactory current survey of the insured property made in accordance with 2016 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. 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.
7. Instruments which may have been filed under the Uniform Commercial Code.
8. Ad Valorem taxes for 2018 and subsequent years not yet due and payable.
9. Assessments levied by the City of Broken Arrow, not yet due and payable.
10. Statutory Right of Way along the North and East section line boundary.
11. Terms, conditions, and provisions of Deed of Dedication in favor of the Public, dated March 8, 1969, filed March 13, 1969 and recorded in Book 3882 at Page 689.
12. Terms, conditions, and provisions of Sewer Line Easement in favor of City of Broken Arrow, Oklahoma,

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dated November 11, 1974, filed November 13, 1974 and recorded in Book 4144 at Page 577.

13. Terms, conditions, and provisions of Sewer Line Easement in favor of the City of Broken Arrow, Oklahoma, dated November 4, 1974 and recorded in Book 4147 at Page 1892
14. Terms, conditions, and provisions of Right of Way in favor of General Telephone Company of the Southwest, dated May 10, 1976, filed July 20, 1976 and recorded on Book 4224 at Page 761; and Special Warranty Deed and Assignment and Assumption Agreement in favor of Valor Telecommunications of Oklahoma, LLC, dated June 20, 2000, filed July 19, 2000 and recorded in Book 6391 at Page 1004.
15. Terms, conditions, and provisions of Deed of Dedication in favor of City of Broken Arrow, Oklahoma, dated April 22, 1983, filed May 5, 1983 and recorded in Book 4689 at Page 120.
16. Terms, conditions, and provisions of Agreement of Easements, Covenants and Restrictions by and between May's Drugs Stores, Inc. and KWD Investments II Limited Partnership, dated January 27, 2004, filed February 13, 2004 and recorded in Book 7232 at Page 1940; and First Amendment to Agreement of Easements, Covenants and Restrictions by and between May's Drug Stores, Inc. and KWD Investments II Limited Partnership, dated July 1, 2009, filed October 20, 2009 and recorded as Document No. 2009108480.
17. Terms, conditions, and provisions of Amendment and Clarification of Site Development Agreement by and between May's Drug Stores, Inc. and KWD Investments II Limited Partnership, dated July 1, 2009, filed October 20, 2009 and recorded as Document No. 2009108481.
18. Terms, conditions and provisions of Utility Easement in favor of the City of Broken Arrow, dated May 3, 2005, filed June 13, 2005 and recorded as Document No. 2005067243.
19. Terms, conditions, and provisions of Utility Easement in favor of the City of Broken Arrow, dated June 16, 2005, filed July 11, 2005 and recorded as Document No. 2005079719.
20. Terms, conditions, and provisions of Temporary Drainage Easement in favor of the City of Broken Arrow, dated May 3, 2005, filed August 22, 2005 and recorded as Document No. 2005098384.
21. Terms, conditions, and provisions of Utility Easement in favor of the City of Broken Arrow, dated December 12, 2014, filed January 8, 2015 and recorded in Book 2015001582.

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SCHEDULE C

The Land is described as follows:

The Northeast Quarter of the Northeast Quarter of the Northeast Quarter (NE/4 NE/4 NE/4) of Section Thirty-four (34), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof; LESS AND EXCEPT the North 276.00 feet of the East 434.00 feet thereof.

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BOOK 3882 PAGE 689

COUNTY BUSINESS

DEED OF DEDICATION
10698

STATE OF OKLAHOMA
TULSA COUNTY
FILED & RECORDED

STATE OF OKLAHOMA)

) SS

COUNTY OF TULSA)

EXCEPTION # 11

MAR 13 10 43 AM '69

Clyde W. Enfinger
COUNTY CLERK

WE, the undersigned, being the sole owners of all interests, both legal and equitable, in the following described property, to-wit:

Part of the Northeast quarter, Northeast quarter, Northeast quarter, of Section 34, Township 18 North, Range 14 East, Tulsa County, Oklahoma, more particularly described as follows: Beginning at the Northwest corner of the Northeast quarter, Northeast quarter, Northeast quarter; thence South 208.75 feet, thence East 208.75 feet, thence North 208.75 feet; thence West 208.75 feet to point of beginning.

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 North 50 feet thereof, including present right-of-way.

To have and to hold said described premises into the said Public forever.

Signed and delivered this 8 day of MARCH, 1969.

ATTEST (SEAL):

STATE OF OKLAHOMA) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 8 day of MARCH, 1969, personally appeared HARRY L. CARTER AND NELLIE CARTER, husband and wife, to me known to be the identical person S who executed the foregoing instrument and acknowledged to me that THEY executed the same as THEIR free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires: 3-25-69

EXHIBIT "C-1"

Notary Public

STATE OF }
COUNTY OF } SS

Before me, the undersigned, a Notary Public in and for said County and State, on this day of , 19 , personally appeared to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its and acknowledged to me that executed the same as 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.

My Commission Expires

 Notary Public

APPLICATION # 12008

BY Robert [Signature]

PROCESSED AND CLEARED

MAR 12 1969

THIS COMMISSION

AREA PLANNING

DATE MAR 12 1969

OFFICE OF THE SECRETARY OF STATE

Vice-Chairman - Secretary

12008

000042

091-7476	112	800004.50	I
0913-7476	112	800002.50	I

EXCEPTION # 12

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Mark W. and Suzanne Smyth, the owners, of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the City of Broken Arrow, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do hereby grant and convey unto the said City of Broken Arrow, Oklahoma, a perpetual easement, through, over, under, and across the following described property, situated in said County, to-wit:

A strip of land 20 feet in width in the west 208.75 feet, north 208.75 feet of the NE 1/4, NE 1/4, NE 1/4 of Section 34, Township 18 North, Range 14 East of the Indian Base and Meridian in the City of Broken Arrow, Tulsa County, Oklahoma, the centerline which is described as follows:

Beginning on the north boundary of said west 208.75 feet of the north 208.75 feet of the NE 1/4, NE 1/4, NE 1/4, Section 34, Township 18 North, Range 14 East, being on a bearing of S 89°57'38" E at a point 176.12 feet east of the northwest corner of the west 208.75 feet, north 208.75 feet, NE 1/4, NE 1/4, NE 1/4; thence S 01°27'42" W a distance of 208.81 feet to a point on the south boundary of the west 208.75 feet, north 208.75 feet, NE 1/4, NE 1/4, NE 1/4, said point being 170.75 feet east of the southwest corner of said west 208.75 feet, north 208.75 feet, NE 1/4, NE 1/4, NE 1/4.

Additional strips of land 50 feet in width adjacent to each side of the above described strip are required for a temporary construction easement. for sewer line and appurtenances exclusively, and for the purpose of permitting the City of Broken Arrow to construct a sewer line and appurtenances thereon, through, over, under, and across said property, together with all necessary and convenient appurtenances thereto; except that other utilities may utilize said easement for the purpose of lateral crossings only. The City of Broken Arrow, its officers, agents, employees, and/or all persons under contract with it, may use and maintain same and shall have the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said sewer line and appurtenances, and for the purpose of enabling the City of Broken Arrow to do any and all convenient things incident to such constructing, operating, repairing, and maintaining of such sewer line and appurtenances.

Grantee is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor S, for its and their heirs, administrators, successors and assigns, covenant and agree that no building, structure, fence, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant and agree that in the event the terms of this paragraph are violated by the grantor S or any person in privity with he, her, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City, or City shall have right to remove or otherwise eliminate such violation, and grantor S, their heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Broken Arrow, Oklahoma, its successors or assigns, forever.

DATED this 11th day of Nov, 1974.
Mark W. Smyth
Supervisor

STATE OF OKLAHOMA)) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public within and for said County and State, on this 11 day of Nov., 1974, personally appeared Mrs. E. C. Williams to me known to be the identical person S who executed the within and foregoing instrument in writing and acknowledged to me that she executed the same as hers free and voluntary act and deed for the uses and purposes therein set forth.

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

MY COMMISSION EXPIRES: 2-27-78

APPROVED AS TO FORM

D. A. [Signature] City Attorney

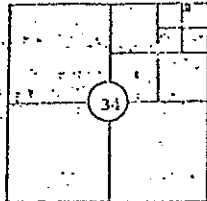
Charles E. Hines
Notary Public

Engineer *L. S.* Checker

APPROVED AS TO SUBSTANCE:

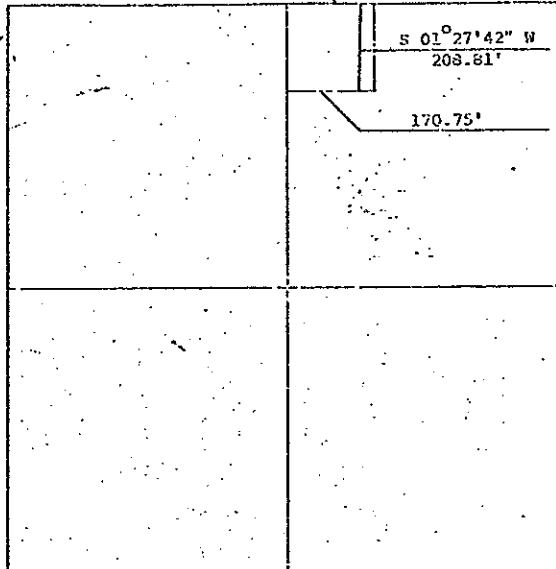
[Signature] City Manager

BOOK 1144 PAGE 578



KEY MAP

S 89° 57' 39" E
176.12'



STATE OF OKLAHOMA
TULSA COUNTY
CLERK OF COURTS

74 NOV 13 AM 11 38

Mary Mitchell
AMIA, CLERK
COUNTY CLERK



ENLARGED PLAN NE 1/4 NE 1/4

SECTION 34

T 18 N R 14 E

TRACT 34-7

MARK W. AND SUZANNE SMYTH

BROKEN ARROW UTILITIES AUTHORITY

CONTRACT 1

SOUTH BROKEN ARROW SANITARY SEWER SYSTEM

RIGHT-OF-WAY

000053

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Harry L. & Nellie Carter, the owner s, of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the City of Broken Arrow, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do hereby grant and convey unto the said City of Broken Arrow, Oklahoma, a perpetual easement, through, over, under, and across the following described property, situated in said County, to-wit:

A strip of land 20 feet in width in the NE 1/4, NE 1/4, NE 1/4, less the west 208.75 feet of the north 208.75 feet of Section 34, Township 18 North, Range 14 East of the Indian Base and Meridian in the City of Broken Arrow, Tulsa County, Oklahoma, the centerline which is described as follows:

Beginning on the south boundary of said west 208.75 feet of the north 208.75 feet of the NE 1/4, NE 1/4, NE 1/4, Section 34, Township 18 North, Range 14 East, being on a bearing of S 89° 57' 38" E at a point 170.75 feet east of the southwest corner of the west 208.75 feet of the north 208.75 feet of the NE 1/4, NE 1/4, NE 1/4; thence S 01° 27' 42" W a distance of 74.95 feet; thence S 09° 47' 38" W a distance of 383.19 feet, to a point on the south boundary of the NE 1/4, NE 1/4, NE 1/4, said point being 103.56 feet east of the southwest corner of said NE 1/4, NE 1/4, NE 1/4.

Additional strips of land 50 feet in width adjacent to each side of the above described strip are required for a temporary construction easement.

for sewer line and appurtenances exclusively, and for the purpose of permitting the City of Broken Arrow to construct a sewer line and appurtenances thereon, through, over, under, and across said property, together with all necessary and convenient appurtenances thereto; except that other utilities may utilize said easement for the purpose of lateral crossings only. The City of Broken Arrow, its officers, agents, employees, and/or all persons under contract with it, may use and maintain same and shall have the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said sewer line and appurtenances, and for the purpose of enabling the City of Broken Arrow to do any and all convenient things incident to such constructing, operating, repairing, and maintaining of such sewer line and appurtenances.

Grantee is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor s, for its and their heirs, administrators, successors and assigns, covenant and agree that no building, structure, fence, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant and agree that in the event the terms of this paragraph are violated by the grantor s or any person in privity with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City, or City shall have right to remove or otherwise eliminate such violation, and grantor s, their heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Broken Arrow, Oklahoma, its successors or assigns, forever.

DATED this 4th day of November, 1974.

Harry L. Carter
Nellie Carter

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public within and for said County and State, on this 4th day of November, 1974, personally appeared Harry L. Carter & Nellie Carter to me known to be the identical persons who executed the within and foregoing instrument in writing and acknowledged to me that They executed the same as Their free and voluntary act and deed for the uses and purposes therein set forth.

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

MY COMMISSION EXPIRES: Feb. 6, 1976.

Blanca Belle Coale
Notary Public
Engineer See Checked

APPROVED AS TO FORM:

2 A R. Trick
City Attorney
CH

APPROVED AS TO SUBSTANCE:

Robert
City Manager

EXCEPTION # 14

Form ED-165 GAO (REV. 6-76)
P.O. Box 388 Broken Arrow Okla
BOOK 1224 PAGE 761

494387

Sheet 1 of 1

THE STATE OF Oklahoma

COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS:

EXCHANGE Broken Arrow

LOCATION CODE 4611

ORDER NO. 019036

That Harry L. (Leon) Carter and wife, Nellie Carter

and state aforesaid, for and in consideration of the sum of Six hundred sixty and no/100 dollars (\$660.00), and other valuable consideration to them in hand paid by General Telephone Company of the Southwest, a Delaware corporation, the receipt and sufficiency of which is hereby acknowledged and confessed, have this day granted and conveyed and do by these presents, grant and convey unto General Telephone Company of the Southwest, herein after called Grantee, its successors and assigns, an easement of right-of-way 25.25 feet in width, for the construction, placement, maintenance, operation, alteration, repair, replacement and/or removal of communications facilities consisting of cables-subsurface, underground conduit, manholes, and all other necessary and desirable fixtures and appertances of every kind and nature for the transmission of electrical energy for communication and other purposes over, under, upon and across the following described property situated in Tulsa County, State of Oklahoma, to wit:

A portion of that certain tract of land along the East side of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter (NE¹/₄NE¹/₄NE¹/₄) Section 34, Township 18 North, Range 14 East. Described in Quit Claim Deed dated August 12, 1969, to Harry L. (Leon) Carter and Nellie Carter, husband and wife, recorded in Book 3901, Page 1190, on September 5, 1969, of the Deed Records Office, Tulsa County, Oklahoma.

This easement is as follows: The West twenty-five point twenty-five (25.25) feet of the East Fifty (50) feet of the NE¹/₄NE¹/₄NE¹/₄, Section 34, Township 18 North, Range 14 East, with the point of beginning being the Northeast corner of said Section 34, thence Scutherly and parallel with the centerline of the road, being the East line of said Section 34, a distance of 660 feet.

Where it is necessary to take down or cut any fence belonging to Grantors, Grantee agrees to brace the fence on either or both sides of cut and maintain tension until repairs and restoration are made by Grantee. At no time will fence be left down to allow livestock to leave pasture or field. H.L.C. N.E.
S.N.K.

Any part of this document changed or deleted in ink were made prior to signing by Grantor.

Grantee agrees that upon entering Grantor's property, he will maintain 48 inches of cover over facilities being placed, using existing surface of roadway (S. 161st E. Ave.) as the grade line, from which depth, the trenching and conduit will be determined.

The Grantors recognize the general course of said easement, as above described, is based upon preliminary survey only, and Grantors hereby agree that the easement hereby granted shall apply to the actual location of said facilities where constructed, provided said facilities are located within above described easement.

Grantors covenant for them, their successors and assigns, not to construct, place, maintain or permit the construction, placement or maintenance of any permanent buildings or such structure upon, over or across said easement. Grantors, their successors and assigns, retain the right to place water, gas and electric lines within, parallel and across said 25.25 easement. Also install roadways as needed and any and all other associated work such as bridges, culverts, hardsurfacing (including concrete), road signs, at the sole discretion of the Grantors, their successors and assigns, as long as this does not impair the easement rights granted herein. H.L.C. N.E.
S.N.K.

Grantors grant to Grantee the right of ingress and egress over our adjacent lands to or from said right-of-way for the purpose of inspecting, maintaining, construction, reconstructing, repairing, operating, and/or removing said telecommunication systems and any of all fixtures and appurtenances thereto; the right to grant licenses to electric power companies and other wire or cable using companies and governmental bodies to jointly use the easement in similar manner for transmission and/or communications purposes; and the right to cut or trim ~~and other obstructions~~ ^{including} roots, brush and other obstructions in the easement, to the extent, in the sole judgment of Grantee as maybe necessary to prevent possible interference with the operation of said facilities and/or equipment or to remove possible hazard thereto.

Grantors further covenant and agree that no part of improvements constructed erected or placed on said land by Grantee shall be or become or considered as being

DOC.NO.

EXHIBIT "C-4"

affixed to or a part of said realty and that all improvements of every kind and nature constructed, erected or placed on said land or any part thereof by Grantee or its Licensee, shall remain the property of the Grantee.

The Grantors also agree to include the right to negotiate, acquire and be granted such additional easement sufficient to accommodate and permit relocation of cables, underground conduit, manholes, on said premises so as to conform to any future street, road and/or highway relocation, widening or improvement.

The Grantors acknowledge that the consideration recited above includes compensation for any and all damages to the surface or grass or crops located thereon resulting from original construction by Grantee. Should Grantee, its agents or employees, subsequent to original installation of communication facilities within the easement described above, have occasion to re-enter the premise to maintain, repair, alter, augment or remove such facilities, Grantee agrees to pay Grantors for surface damages as may be agreed upon by both parties at time of reentry, and restore surface to its condition at time of reentry, that Grantors land is diminished in value as a result of such reentry, except where growing crops are destroyed as a result of such reentry, Grantee agrees to pay to Grantors the actual present cash value of that portion of crops destroyed in the course of such reentry, and Grantor agrees to receive such amount in full discharge of any claim for damages which might have been advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until such facilities shall be abandoned/or removed.

And we do hereby bind ourselves, our legal representatives, to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 10th day of May, 1976.

STATE OF OKLAHOMA
FILED
JUL 20 PM 2:36
NOTARY PUBLIC

AMERICAN
COUNTY CLERK

Harry L. Carter
Harry L. Carter

Nellie Carter
Nellie Carter

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF Oklahoma

County of Okfuskee

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Harry L. Carter and Nellie Carter, husband and wife
known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and acknowledged to me
that they executed the same for the purpose and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of MAY, A.D. 1976

Clara Belle Beale
Notary Public, Okfuskee County, Oklahoma
My Commission Expires Feb. 6, 1980

EASEMENT AND RIGHT OF WAY

FROM

TO

GENERAL TELEPHONE COMPANY OF THE SOUTHWEST

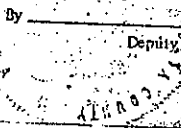
THE STATE OF

County of

I, Clerk of the County Court of County,

do hereby certify that the above instrument of writing was filed for record in this office this A.D. 19, at o'clock M. and duly recorded the A.D. 19, at o'clock M. in the records of said County, in Vol. on page

Witness my hand and seal of office in, the day and year last above written.



Clerk, County Court,

County,

DOC. NO.

000059

EXCEPTION # 14

Tulsa County Clerk - JOAN HASTINGS
Doc# 00073807 Pages 78 3/3 6391/1004-1080
Receipt # 453335 07/19/00 10:48:21
Fee 160.00 Stamps 78929.25



STATE OF OKLAHOMA, TULSA
COUNTY, DOCUMENTARY
STAMPS: \$ 78,929.25

Return To:
STEWART ABSTRACT & TITLE OF OKLAHOMA
Attn: Commercial Escrow
101 Park Avenue, #350
Oklahoma City, OK 73102

Pw 78,929.25
pd

SPACE ABOVE THIS LINE RESERVED FOR RECORDING INFORMATION AND TAX STAMPS
This instrument was prepared by GTE Southwest Incorporated, c/o GTE Network Services, Property
Repositioning, 600 Hidden Ridge, Mail Code HQE02J34, Irving, Texas 75038, Attention: Dale Chamberlain,
Esq., 972-718-4918.

SPECIAL WARRANTY DEED AND
ASSIGNMENT AND ASSUMPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT GTE SOUTHWEST INCORPORATED, a Delaware corporation, ("Grantor") whose mailing address is c/o GTE Network Services, 600 Hidden Ridge, Irving, Texas 75038, in consideration of the sum of TEN AND NO/100 DOLLARS (U.S. \$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto VALOR TELECOMMUNICATIONS OF OKLAHOMA, LLC, a Delaware limited liability company ("Grantee"), whose mailing address is 600 East Las Colinas Blvd., Suite 1900, Irving, Texas 75039, c/o Grant Raney, the real property and premises situated in Tulsa County, State of Oklahoma, more particularly described on Exhibit A attached as a part hereof (the "Land"), together with all the structures and other improvements thereon and easements and appurtenances belonging thereto (the Land and such structures, other improvements, easements and appurtenances being herein collectively called the "Fee Property"). The Fee Property shall include, without limitation, the following: any and all conduits, cables (whether buried or above-ground), telephone poles, switches, switching equipment, circuit equipment, terminal equipment and other facilities, fixtures and equipment, but only those that are affixed, attached or permanently incorporated into, on or under the Land or into, on or under the buildings and other improvements located on the Land.

Grantor warrants the title to the Fee Property to be free, clear, and discharged of and from, all former grants, charges, taxes, judgments, mortgages, and other liens and encumbrances of whatsoever nature made or suffered to be made by, or under or on behalf of, Grantor or anyone claiming by, through or under Grantor, but specifically excepts from Grantor's warranty the reservations, restrictions, dedications, easements and other

6391 1005

encumbrances of public record, if any, created by Grantor prior to the date hereof. Grantor makes no warranty of title with regard to matters affecting title to the Fee Property at the time of Grantor's acquisition thereof.

Further, Grantor does hereby sell, transfer, convey and assign to Grantee, its successors and assigns all Grantor's right, title and interest in and to the recorded easements, licenses and right of way agreements which are a part of the Real Property Interests (as such term is defined in the Asset Purchase Agreement (as hereinafter defined)), including, without limitation, those described more particularly on Exhibit B attached hereto (the "Recorded Easements, Licenses and Right of Way Agreements"). Grantee shall and does hereby assume and agree to pay, perform and discharge when due the obligations of Grantor arising after the Closing Date (as such term is defined in the Asset Purchase Agreement) with respect to the Recorded Easements, Licenses and Right of Way Agreements, which obligations are specified as "Assumed Liabilities" in that certain Asset Purchase Agreement dated October 22, 1999 (the "Asset Purchase Agreement") among Grantor and Grantee, formerly dba Oklahoma Operating Co., LLC. Grantor makes no warranty as to the title to the Recorded Easements, Licenses and Right of Way Agreements.

With the Recorded Easements, Licenses and Right of Way Agreements, Grantor does hereby sell, transfer, convey and assign to Grantee, its successors and assigns all Grantor's right, title and interest in and to the following: any and all conduits, cables (whether buried or above-ground), telephone poles, switches, switching equipment, circuit equipment, terminal equipment and other facilities, fixtures and equipment, but only those that are affixed, attached or permanently incorporated into, on or under the land covered thereby or subject thereto, or into, on or under the buildings and other improvements located on such land.

TO HAVE AND TO HOLD the Fee Property and the Recorded Easements, Licenses and Right of Way Agreements unto the Grantee, its successors and assigns, forever.

[SIGNATURES ON FOLLOWING PAGE]

6391 1006

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this instrument as of the 20th day of June, 2000.

"Grantor":

GTE SOUTHWEST INCORPORATED, a Delaware Corporation

By:

William M. Edwards, III

Printed Name: William M. Edwards, III

Title: Vice President - Property Repositioning

"Grantee":

VALOR TELECOMMUNICATIONS OF OKLAHOMA, LLC, a Delaware limited liability company

By:

John A. Butler

Printed Name: John A. Butler

Title: Executive Vice President
Chief Financial Officer

STATE OF TEXAS)

)SS.

COUNTY OF DALLAS)

This instrument was acknowledged before me on June 20th, 2000, by William M. Edwards, III, as Vice President, Property Repositioning, of GTE SOUTHWEST INCORPORATED, a Delaware corporation

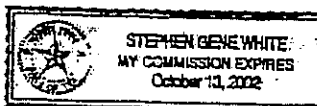
Stephen Gene White

Notary Public in and for the State of Texas

Notary's Printed Name: Stephen Gene White

Notary's Commission expires: October 13, 2002

(Affix Notary Seal)



6391 1007

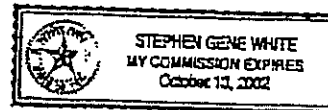
STATE OF TEXAS)
)SS.
COUNTY OF DALLAS)

This instrument was acknowledged before me on June 20th, 2000,
by John A. Butler, as Executive Vice President and Chief Financial Officer of VALOR
TELECOMMUNICATIONS OF OKLAHOMA, LLC, a Delaware limited liability company.

Stephen Gene White

Notary Public in and for the State of Texas
Notary's Printed Name: Stephen Gene White
Notary's Commission expires: October 13, 2002
(Affix Notary Seal)

After recording return to:
Stewart Title Guaranty Company
1980 Post Oak Boulevard, Suite 610
Houston, Texas 77056
Attention: Elbert James
713-625-8135



000063

639-1 1068

Recorded Easements, Licenses and Right of Way Agreements Exhibit B

Control Number	Exchange Name	Contract Title	Grantor	Grantee	Property Description	Recording Information
OK-1-0144	Broken Arrow	Easement and Right of Way	Harry L. (Leon) Carter and wife, Nellie Carter	General Telephone Company of the Southwest (a Delaware corporation)	A tract of land, NE 1/4, NE 1/4, NE 1/4, Section 34, Township 18N, Range 14E, Tulsa County, Oklahoma.	Recorded, 7/20/76, Book 4224, Pages 761-762, Document # 494387, Tulsa County, Oklahoma.
OK-1-0145	Broken Arrow	Easement and Right of Way	Daniel W. Childers	General Telephone Company of the Southwest (a Delaware corporation)	A tract of land, S 1/2, S 1/2, S 1/2, N 830', E 1/2, SE 1/4, Section 34, Township 18N, Range 14E, Indian Base and Meridian, Tulsa County, Oklahoma.	Recorded, 7/20/76, Book 4224, Pages 763-764, Document # 494388, Tulsa County, Oklahoma.
OK-1-0146	Broken Arrow	Easement and Right of Way	Marcella Giles	General Telephone Company of the Southwest (a Delaware corporation)	A tract of land, N 1/2, SE 1/4, NE 1/4, Section 34, Township 18N, Range 14E, Tulsa County, Oklahoma.	Recorded, 7/20/76, Book 4224, Pages 765-766, Document # 494389, Tulsa County, Oklahoma.
OK-1-0147	Broken Arrow	Easement and Right of Way	Leisure Park Development Company (an Oklahoma corporation) by Phyllis C. Hood and Troy B. Hood	General Telephone Company of the Southwest (a Delaware corporation)	A tract of land, SE 1/4, NE 1/4, NE 1/4, Section 34, Township 18N, Range 14E, Tulsa County, Oklahoma.	Recorded, 7/20/76, Book 4224, Pages 767-768, Document # 494390, Tulsa County, Oklahoma.
OK-1-0148	Broken Arrow	Easement and Right of Way	Clailce Grace Childers Roth and husband, Morris Roth	General Telephone Company of the Southwest (a Delaware corporation)	A tract of land, S 1/2, N 1/2, N 880', E 1/2, SE 1/4, Section 34, Township 18N, Range 14E, Tulsa County, Oklahoma.	Recorded, 7/20/76, Book 4224, Pages 769-770, Document # 494391, Tulsa County, Oklahoma.
OK-1-0149	Broken Arrow	Underground Communication Facilities ROW Easement	Fred B. Chilton and Ruby Lu Chilton, husband and wife	General Telephone Company of the Southwest (a Delaware corporation)	A tract of land, S 1/2, SE 1/4, NE 1/4, Section 34, Township 18N, Range 14E, Tulsa County, Oklahoma.	Recorded, 7/20/76, Book 4224, Pages 771-776, Document # 494392, Tulsa County, Oklahoma.

AMONG OTHER PROPERTY

000064

City of Broken Arrow
P.O. Box 610
Broken Arrow, OK 74013

149637

DEED OF DEDICATION

EXCEPTION #

15

BOOK 4689 PAGE 120

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned Harry L. and Nellie Carter (H & W) (hereinafter called Second Party, whether individual (s) or Corporation), the owner of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the City of Broken Arrow, Oklahoma (hereinafter called City, as First Party) and other good and valuable considerations, receipt of which are hereby acknowledged, does hereby dedicate to the public, forever, the following described property, to-wit:

The north 50 feet and the east 50 feet of a tract described as follows:

The NE/4, NE/4, NE/4 of Section 34, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma.

for the purpose of permitting the City to construct a street thereon, through, over under and across said property, together with all necessary and convenient appurtenances thereto; and to use and maintain the same, and of affording the City, its officers, agents, employees, and/or all persons under contract with it, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, constructing, operating, repairing, and maintaining of such construction.

TO HAVE AND TO HOLD such described right-of-way unto the City, its successors or assigns, forever.

DATED this 22nd day of April, 1983.

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

1983 MAY -5 AM 10:27

ANITA NESBITT
COUNTY CLERK



Before me, the undersigned, a Notary Public within and for said County and State, on this 22nd day of April, 1983, personally appeared Harry L. Carter and Nellie Carter to me known to be the identical person (s) who executed the within and foregoing instrument in writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposed therein set forth.

PUBLIC WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day year last above written.

My Commission Expires: 11-29-85

Florence S. Beets
Notary Public
FLORENCE S. BEETS

Engineer *Mc* Checked 4-25-83

APPROVED AS TO FORM:

Mark
City Attorney

APPROVED AS TO SUBSTANCE:

W
City Manager

EXCEPTION # 16

Tulsa County Clerk - EARLENE WILSON
Doc# 04017519 Pgs 13 B/P 7232/1940-1952
Receipt # 709684 02/13/04 14:48:43
Fee 37.00



AGREEMENT OF EASEMENTS,
COVENANTS AND RESTRICTIONS

THIS AGREEMENT is made as of the 27 day of JANUARY, 2004,
between MAY'S DRUG STORE, INC., an Oklahoma corporation ("MDS"), and KWD
INVESTMENTS II LIMITED PARTNERSHIP, an Oklahoma limited partnership ("Developer").

WITNESSETH:

WHEREAS, MDS is the owner of Tract 1 as shown on the plan attached hereto as
Exhibit A hereof, said tract being more particularly described in Exhibit B hereof;

WHEREAS, Developer is the owner of Tract 2 shown on the plan attached hereto as
Exhibit A hereof, said tract being more particularly described in Exhibit C hereof; and

WHEREAS, MDS and Developer desire that Tract 1 and Tract 2 be subject to the
easements, covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants,
conditions, restrictions, and encumbrances contained herein, and other good and valuable
consideration the sufficiency of which is hereby acknowledged, MDS and Developer do hereby
agree as follows:

1. Building/Common Areas.

a. "Building Area" as used herein shall mean that portion of Tract 2 shown
on Exhibit A as "Building Area."

b. "Common Areas" shall be all of Tract 1 and Tract 2 except the Building
Area.

c. Conversion to the Common Areas: Those portions of the Building Area
on Tract 1 or Tract 2 which are not from time to time used or cannot, under the terms of this
Agreement, be used for a building shall become part of the Common Area for the uses
permitted hereunder and shall be improved, kept and maintained as provided herein.

2. Use and Competing Business.

a. Use. The buildings constructed or to be constructed on Tract 1 and
Tract 2 are intended to be used for commercial purposes of the type normally found in a retail
shopping center including without limitation financial institutions, service shops, offices, retail
stores and restaurants. Developer and MDS specifically agree that no cafeteria, theatre,
bowling alley, billiard parlor, night club, dialysis center or other place of recreation or
amusement, or any business serving alcoholic beverages shall occupy space on Tract 1 or
Tract 2 without the written consent of the other owner, other than restaurant(s) whose
revenues from the sale of alcoholic beverages on Tract 1 or Tract 2 do not exceed 50% of total
revenues of such restaurant(s) at such location. Tract 1 and Tract 2 shall not be used directly
or indirectly, for purposes of a cocktail lounge, bar, disco, bowling alley, pool hall, billiard
parlor, skating rink, roller rink, amusement arcade, children's play or party facility, adult book
store, adult theatre, adult amusement facility, any facility selling or displaying pornographic
materials or having such displays, second-hand store, odd lot, closeout or liquidation store
(stores such as TJ Maxx, Ross, Everything A Dollar, Dollar General, Stein Mart, Marshalls, and
stores of a similar nature shall not be considered odd lot, closeout or liquidation stores for
purposes of Section 2a), auction house, flea market, educational or training facility, blood

ECR May's Drugs/KWD-II
Broken Arrow, OK
TULSA
612 S. I
TULSA,

EXHIBIT "C-6"

Record & Return to:
Commercial Title & Escrow Services, Inc.
6102 S. Memorial Drive
Tulsa, OK 74133

03-3318

13

7232 1941

bank, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use, a car wash, an assembly hall, off-track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling on such property of hazardous materials or underground storage tanks.

Notwithstanding anything to the contrary contained herein, it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by MDS on Tract 1 or Developer on Tract 2. Developer and MDS recognize and agree that either party may, at such party's sole discretion and at any time during the term of this Agreement, cease the operation of its business on Tract 1 or Tract 2, as the case may be; and such other party hereby waives any legal action for damages or for equitable relief which might be available to Developer or MDS as the case may be because of such cessation of business activity by Developer or MDS, as the case may be.

b. Competing Business.

(1) Tract 1. Developer covenants that as long as MDS, or any affiliate of MDS, is the user of Tract 1, as owner or lessee, no space in or portion of Tract 2 shall be used for any one or combination of the following: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic lab or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subclause [ii]).

(2) Tract 2. MDS covenants that no space in or portion of Tract 1, shall be used as a bank or other financial institution; provided, however, an automated teller machine may be located inside one Building on Tract 1

c. Enforcement. In the event of any breach or threatened breach of the foregoing covenants each party specifically recognizes that the other party's remedies at law and suit for damages may well be inadequate and that the non-breaching party shall be entitled to injunctive relief as well as such other equitable relief as may be appropriate to prevent or restrain any breach or threatened breach hereof and the breaching party shall be liable for and shall pay the disbursements and all reasonable attorneys' fees incurred by the non-breaching party in obtaining injunctive relief and/or equitable relief as may be appropriate.

3. Building.

a. Design and Construction. The building to be constructed on Tract 2 shall be designed so that the exterior elevation of it shall be reasonably architecturally and aesthetically compatible with any building constructed by MDS on Tract 1 and so that building wall footings shall not encroach from Tract 2 onto another tract. The design and construction shall be in conformity with sound architectural and engineering standards and the construction shall be first quality.

b. Location. No building shall be constructed on Tract 1 or Tract 2 except within the designated Building Areas.

4. Common Areas. The Common Areas shall be used with reason and judgment so as to provide for landscaping and self parking of Tract 1 and Tract 2 (there shall be no

7232 . 1942

cross parking rights to Tract 1 or Tract 2) for the customers, invitees, and employees of the business conducted on Tract 1 and Tract 2 and for servicing and supplying of such business.

5. Easements.

a. Ingress, Egress, and Access Easements. During the term of this Agreement, each party hereby grants and conveys to each other party for its use and for the use of its lessees, occupants, invitees and agents and contractors ("Permittees"), in common with others entitled to use the same, a non-exclusive easement for the passage of vehicles over and across the parking and driveway areas of the granting party's tract, as the same may from time to time be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas of the granting party's tract, as the same may from time to time be constructed and maintained for such use. Such easement rights shall be subject to the following reservations as well as other provisions contained in this Agreement:

(1) Each party further reserves the right to close off its portion of the Common Area for such reasonable period of time as may be legally necessary, in the opinion of such party's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such party shall give written notice to each other party of its intention to do so, and shall attempt to coordinate such closing with each other party so that no unreasonable interference in the passage of pedestrians or vehicles shall occur, and

(2) Each party reserves the right at any time and from time to time to exclude and restrain any person who is not a Permittee from using the Common Area on its Tract.

(3) Each party hereby reserves the unilateral right to alter or modify the building, parking areas, access ways, entrances, and exits on its respective tract despite the granting of the easements herein.

b. Utility and Service Easements. The parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of Tracts 1 and 2. Both parties will use their best efforts to cause the installation of such utility and service lines prior to any paving. If from a necessity Developer has to install such lines underneath areas already paved by MDS, then Developer shall restore the paving to its original or better condition promptly after the installation. No such lines, sewers, utilities or services of one party shall be installed in a place where a building is anticipated to exist in the future.

c. Storm Water Flow. Prior to the construction of buildings on Tract 2 or the permanent detention basin to be constructed to the southwest of Tract 1 on Tract 2, Developer shall allow MDS to drain storm water to the temporary detention basin on Tract 2 as approximately depicted on Exhibit A, attached hereto. Upon the completion of construction of the proposed detention basin to be located to the southwest of Tract 1, (i) all storm water shall drain into such permanent detention pond and (ii) the flow of surface water from one tract onto the other, provided that any alteration in the water flow which may occur as a natural consequence of reasonable construction activities and the existence of the party's

7232 1943

improvements substantially as shown in Exhibit A (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.

6. Development, Maintenance, and Taxes.

a. Development.

(1) Arrangement. The arrangement of the Common Areas on Tract 1 shall not be changed in a manner inconsistent with the provisions of this Agreement. Upon completion of construction of the Common Areas on Tract 2, the arrangement of the Common Areas on Tract 2 shall not be changed in a manner inconsistent with the provisions of this Agreement.

(2) "Parking Area" Ratio. Developer and MDS agree that at all times there shall be maintained on its tract parking area sufficient to accommodate not fewer than five (5) car spaces for each one thousand (1,000) square feet of Building Area used for other purposes on its tract.

(3) Development Timing. Intentionally Omitted.

(4) Service Drive. Intentionally Omitted.

(5) No Cross Parking. Notwithstanding anything contained herein to the contrary, there shall be no cross parking between Tract 1 and Tract 2.

(6) Setbacks All Buildings on Tract 1 and Tract 2 shall be set back not less than one hundred twenty-five feet (125') from the west right-of-way boundary line of Elm Street

b. Maintenance. Each party shall maintain, or cause to be maintained, at their sole expense, the Common Area on its Tract in a sightly, safe condition and good state of repair. The unimproved Common Area shall be mowed (if necessary) and kept litter-free. The maintenance is to include without limitation the following:

(1) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(2) Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(3) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(4) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(5) Maintaining all perimeter walls in a good condition and state of repair; and

(6) Maintaining all landscaped areas and making such replacements of shrubs and other landscaping as is necessary, including regular cutting of all grassy areas.

If either party shall fail to so maintain its tract, and such failure continues after the giving of 30 days written notice by the other party, which notice shall identify the nature of the failure in question, then such other party shall have the right to go onto the non-performing

7232 1944

party's tract and perform the maintenance work. The non-performing party shall promptly reimburse the performing party for the expense thereof.

c. Taxes. Each party hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against all or any part of the tract owned by it.

7. Signs. All signs on Tract 1 and Tract 2 shall be constructed, installed, operated and maintained in compliance with all rules laws and regulations of the City of Broken Arrow and any other governmental authority having jurisdiction over such signs.

8. Indemnification/Insurance.

a. Indemnification. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act or neglect of the other party hereto.

b. Insurance.

(1) Each party shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$2,000,000.00 for injury or death of a single person, and to the limit of not less than \$2,000,000.00 for any one occurrence, and to the limit of not less than \$500,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time to evidence that insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days' prior written notice to the other party.

(2) At all times during the term of this Agreement, Developer and MDS shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the property is located, with such insurance to be for the full replacement value of the insured improvements.

(3) MDS for itself and its property insurer hereby releases Developer, and Developer for itself and its property insurer hereby releases MDS from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits of either MDS or Developer resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

7232 1945

9. Eminent Domain.

a. Owner's Right to Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's tract or giving the public or any government any rights in said tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of Tracts 1 or 2, the award attributable to the land and improvements of such portion so taken shall be payable only to the owner thereof, and no claim thereon shall be made by the other party.

b. Collateral Claims. The party whose land is not taken may file collateral claims with the condemning authority for its losses which are separate and apart from the value of the land area and improvements taken from the other party.

c. Tenant's Claim. Nothing in this Paragraph 9 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

d. Restoration of Common Areas. The owner of each portion so condemned shall promptly repair and restore the remainder of the tract so owned as nearly as practicable to the condition of same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

10. Rights and Obligations of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon the tract of either party hereto, such lien shall expressly be subordinate and inferior to the lien of any first mortgage lienholder now or hereafter placed on such tract. Except as set forth in the preceding sentence, however, any holder of a first lien on Tract 1 or Tract 2, and any assignee or successor in interest of such first mortgage lienholder, shall be subject to the terms and conditions of this Agreement.

11. Release from Liability. Any person acquiring fee or leasehold title to Tract 1 or Tract 2 or any portion thereof, shall be bound by this Agreement only as to the tract or portion of the tract acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such tract or portion of the tract, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits and servitudes upon said tracts running with the land.

12. Breach. In the event of breach or threatened breach of this Agreement, the non-breaching party shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorneys' fees, which shall be deemed to have accrued on the date such action was filed.

13. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

14. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Developer and MDS, there is not and

7232 1946

shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only written agreement of the parties, or their successors in interest. Such consents shall not be unreasonably withheld.

15. Duration. Unless otherwise canceled or terminated as provided herein, this Agreement and all the easements, rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

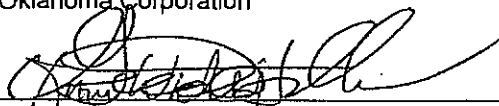
17. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

19. Recording. A copy of this Agreement shall be recorded in the records of the County Clerk of Tulsa County, Oklahoma, promptly after the execution of this Agreement by the parties.

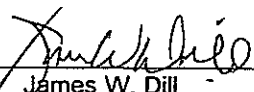
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

MDS
MAY'S DRUG STORES, INC.
an Oklahoma Corporation

By: 

DEVELOPER
KWD INVESTMENTS II LIMITED PARTNERSHIP,
an Oklahoma limited partnership

By: VECTOR SECURITIES CORPORATION
an Oklahoma corporation,
Its: Managing General Partner

By: 
James W. Dill
Its: Vice President

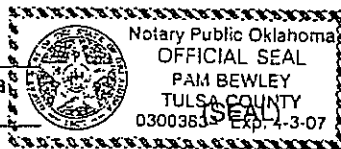


7232 1947

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

This instrument was acknowledged before me on this 27 day of JANUARY, 2004, by GERALD HELLER, as PRESIDENT of May's Drug Stores, Inc., an Oklahoma corporation.

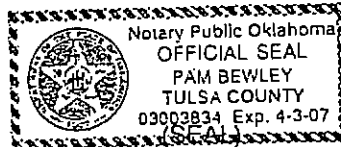
Pam B.
Notary Public, State of Oklahoma
My commission expires: _____



STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 27 day of January, 2004, by James W. Dill as Vice President of Vector Securities Corporation, an Oklahoma corporation, the Managing General Partner of KWD Investments II Limited Partnership, an Oklahoma limited partnership.

Pam B.
Notary Public, State of Oklahoma
My commission expires: _____



7232 1948

MORTGAGEES CONSENT

The undersigned mortgagees hereby consent to the placement of the easements, restrictions, and covenants contained in the foregoing instrument on the parcels of land described therein and further agree that the same shall not be terminated on any foreclosure on any parcel of land covered by the said instrument.

By

By

7232 1949

Exhibit "A"

A tract of land located in the NE/4 of the NE/4 of the NE/4 of Section 34, T-18-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

The North 276.00 feet of the East 434.00 feet of the NE/4 of the NE/4 of the NE/4 of Section 34, T-18-N, R-14-E of the Indian Meridian.

7232 1950

EXHIBIT B

Legal Description for "TRACT 1"

A tract of land located in the NE/4 of the NE/4 of the NE/4 of Section 34, T-18-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

The North 276.00 feet of the East 434.00 feet of the NE/4 of the NE/4 of the NE/4 of Section 34, T-18N, R-14-E of the Indian Meridian.

Said tract contains 119,784 square feet or 2.7499 acres.

7232 .1951

EXHIBIT C
Legal Description
for
"Tract 2"

A tract of land located in the NE/4 of the NE/4 of the NE/4 of Section 34, T-18-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

The NE/4 of the NE/4 of the NE/4 of Section 34, T-18-N, R-14-E of the Indian Meridian;

LESS AND EXCEPT:

The North 276.00 feet of the East 434.00 feet thereof.

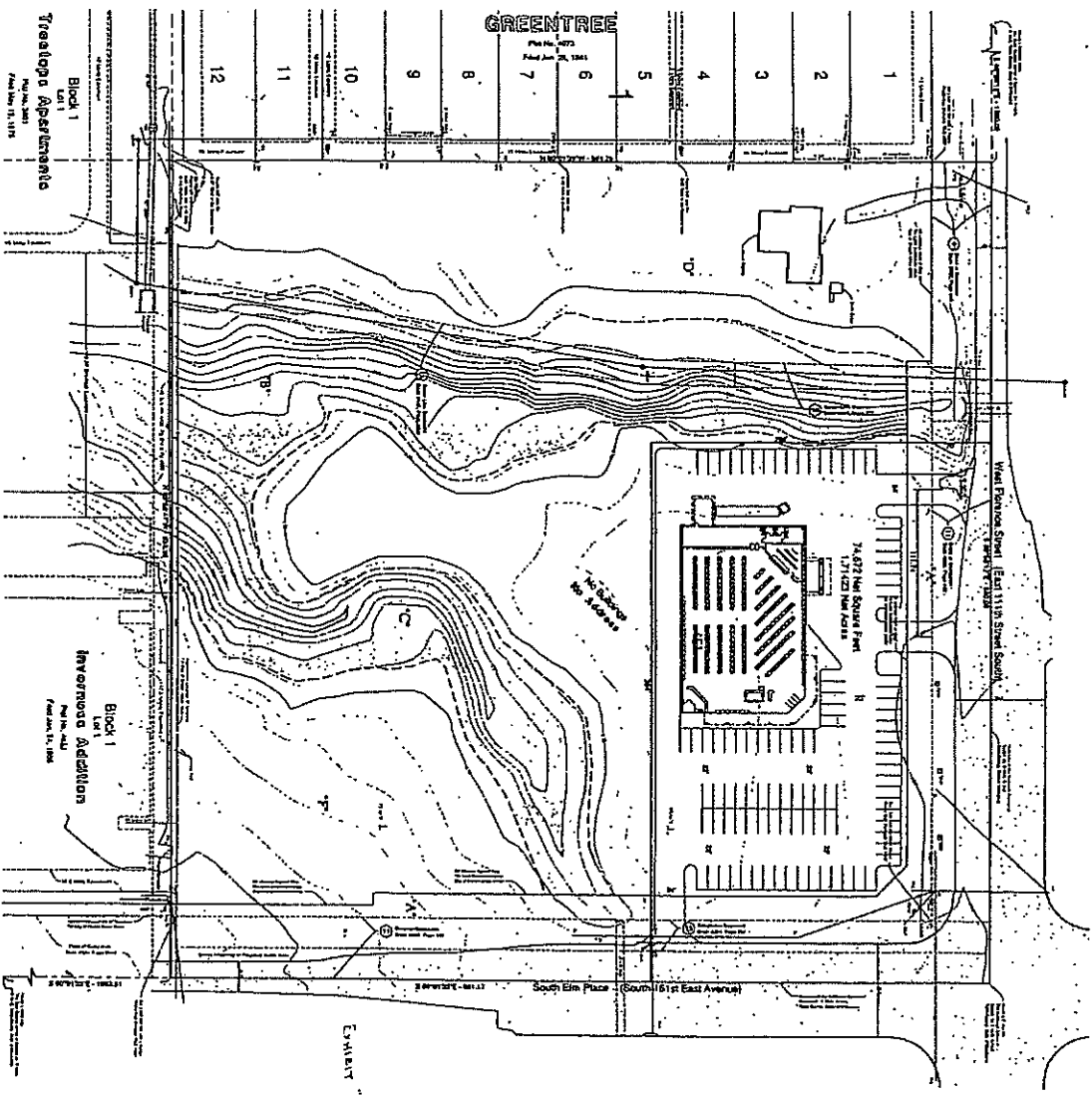
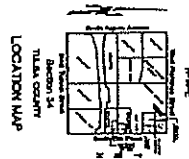
Said tract contains 316,622 square feet or 7.2686 acres.

7232 1952

1. The proposed site is located in the unincorporated area of Tulsa County, Oklahoma, approximately 1.5 miles south of the intersection of West Florida Street and East 11th Street South. The site is bounded by South Elm Place to the north, South 16th East Avenue to the east, and the existing 'A' Cemetery to the south. The site is currently undeveloped and is shown on the 1952 aerial photograph as a grassy field with some scattered trees and shrubs. The proposed development consists of a 74,627 sq. ft. building, a 1,714 sq. ft. parking lot, and a 1,714 sq. ft. parking lot. The building is to be constructed of brick and will have a flat roof. The parking lot is to be constructed of asphalt and will have a gravel base. The site is shown on the 1952 aerial photograph as a grassy field with some scattered trees and shrubs. The proposed development consists of a 74,627 sq. ft. building, a 1,714 sq. ft. parking lot, and a 1,714 sq. ft. parking lot. The building is to be constructed of brick and will have a flat roof. The parking lot is to be constructed of asphalt and will have a gravel base.

Legend

Proposed Building	Proposed Parking Lot
Proposed Driveway	Proposed Access Road
Proposed Fencing	Proposed Easement
Proposed Utility Lines	Proposed Survey Lines
Proposed Survey Lines	Proposed Survey Lines



CONCEPTUAL SITE PLAN

7232 1952

TULSA ENGINEERING & PLANNING ASSOCIATES, INC.
1000 North Lincoln Street
Tulsa, Oklahoma 74103
Phone 336-1111



EXCEPTION # 16

89.

FIRST AMENDMENT
TO
AGREEMENT OF EASEMENTS, COVENANTS AND RESTRICTIONS

K

This First Amendment to Agreement of Easements, Covenants and Restrictions is made as of the 15th day of July, 2009 ("First Amendment"), between MAY'S DRUG STORES, INC., an Oklahoma corporation ("MDS") and KWD INVESTMENTS II LIMITED PARTNERSHIP, an Oklahoma limited partnership ("Developer").

WITNESSETH:

WHEREAS, MDS and Developer did execute that certain Agreement of Easements, Covenants and Restrictions dated as of the 27th day of January, 2004 filed with the Tulsa County Clerk at Book 7232, Page 1940 (the "Original ECR"); and

WHEREAS, MDS and Developer desire to amend the Original ECR only as so far as contained herein; and

NOW, THEREFORE, for and in consideration of the premises, covenants, conditions, restrictions and encumbrances contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MDS and Developer do hereby agree to amend the Original ECR as follows:

1. Exhibits "A", "B", "C", and "D", attached hereto, are substituted in their entirety for Exhibits "A", "B" and "C" of the Original ECR.
2. The definition of "Building Area" contained in Paragraph 1.(a) and the definition of "Common Areas" contained in Paragraph 1(b) of the Original ECR are stricken and the following be substituted therefore:
 - (a) Building Area as used herein shall mean those portions of Tract 1 and Tract 2 shown on Exhibit "A" as building area and represented by the shaded areas on Tract 1 and Tract 2.
 - (b) "Common Areas." All of Tract 2, except for the Building Area, shall be Common Areas. The only portion of Tract 1 that shall be a Common Area is the limited area for vehicular ingress and egress only over Tract 1 (as set forth herein and depicted on the attached Exhibit "D")
3. The following is added as subparagraph (d) to Paragraph 1. of the Original ECR:
 - (d) Future Reserve as used herein shall mean that portion of Tract 2 so designated on Exhibit "A".
4. Paragraph 2.(b) is stricken in its entirety.

GUARANTY ABSTRACT COMPANY
679402.1 320 SQ
P. C
TULSA, O

1

ED By GUARANTY ABSTRACT COMPANY
returned to 202829

EXHIBIT "C-7"

9

5. Paragraph 5.(a) is revised so that the only easement for ingress, egress or access across Tract 1 to be granted is that limited area as set forth herein and depicted on the attached Exhibit "D".

6. The first sentence of Paragraph 5(c) is deleted and the following is substituted in its place:

Developer has completed the site work for the temporary detention basin and easement running across Tract 2. The final completion (concrete, pipeline, etc.), if necessary, shall be performed by MDS, at its cost. Developer shall allow MDS to drain storm water from Tract 1 onto, over or across the temporary detention basin on Tract 2 and easement related thereto, as depicted on Exhibit A, attached hereto. Developer grants to MDS an easement right of ingress and egress over across and under the areas of Tract 2 containing the temporary detention pond, so that MDS can construct, repair and maintain the temporary detention pond as needed. If, at any time in the future, Developer or Developer's assigns develop Tract 2 in a manner that adversely affects MDS's ability to drain storm water onto the temporary detention basin of Tract 2, then Developer shall still continue to allow MDS to drain storm water across Tract 2 to either: (1) the creek if allowed by the City of Broken Arrow, or (2) if the City of Broken Arrow will not allow drainage to the creek, then to the permanent detention basin to be constructed by Developer and located on the balance of the Developer's property other than Tract 1. All future maintenance of the temporary detention pond is the responsibility of MDS, at MDS's cost. And, in the event that a permanent detention pond is required to be built, then all future construction and maintenance of the permanent detention pond is the responsibility of the Developer, at Developer's sole cost.

7. Paragraph 6. (a)(6) is stricken in its entirety and the following is substituted therefore:

Setbacks. All buildings on Tract 1 and Tract 2 shall be located within the Building Areas. No building shall be required to be setback more than 75 feet from the west right-of-way boundary line on Elm Street

8. The drawing that is filed at Book 7232, Page 1952 of the Records of the Tulsa County Clerk contained in the Original ECR shall be deleted and null and void.

9. Except as amended hereby, the terms and conditions of the Original ECR shall remain in full force and effect.

10. This First Amendment and the Original ECR constitute the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed and that this First Amendment once executed and delivered shall not be

modified or altered in any respect except by writing executed and delivered in the same manner as required by this document.

11. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.


12. A copy of this First Amendment shall be recorded in the records of the County Clerk of Tulsa County, Oklahoma promptly after execution of this First Amendment by the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this First Amendment the day and year first above written.

MDS:

May's Drug Stores, Inc., an Oklahoma corporation

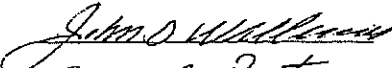
By: 
Its: President

DEVELOPER:

KWD Investments II Limited Partnership,
an Oklahoma limited partnership

By: Princeton Properties, LLC
its General Partner

Its: Managing General Partner

By: 
Its: General Partner

MORTGAGEES CONSENT

The undersigned mortgagees hereby consent to the foregoing amendment to the Agreement of Basements, Covenants and Restrictions on the parcels of land described therein.

SUMMIT BANK

By: 

Wade Edmundson, CEO

Date: 7/8/08

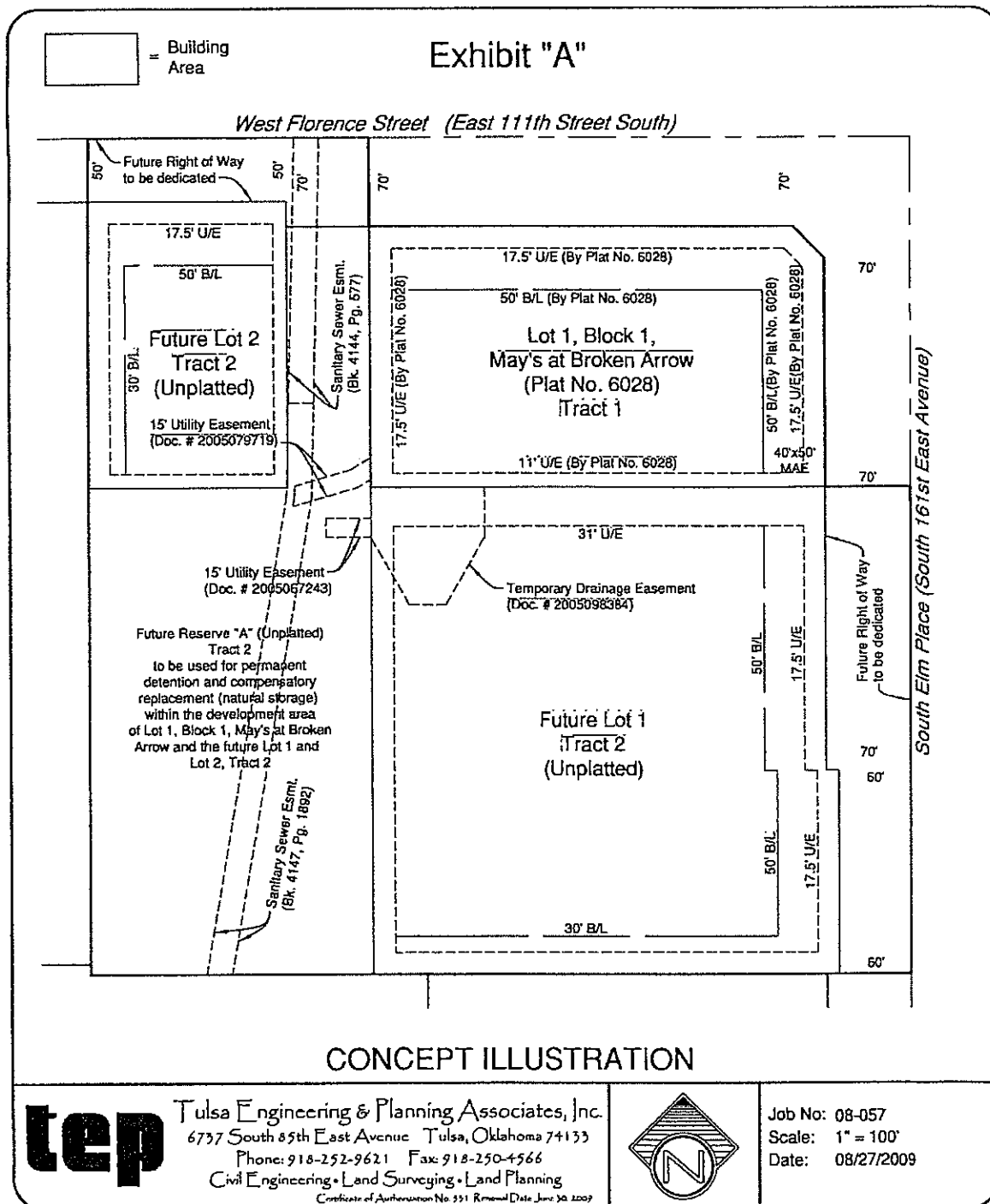


Exhibit "B"

Legal Description for "Tract 1"

Lot 1, Block 1, "May's at Broken Arrow", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6028, as filed in the records of the Tulsa County Clerk's office.

Said tract contains 74,672 net square feet or 1.7142 net acres.



Tulsa Engineering & Planning Associates, Inc.
6757 South 65th East Avenue Tulsa, Oklahoma 74119
Phone: 918-252-9621 Fax: 918-250-4566
Civil Engineering • Land Surveying • Land Planning
Certificate of Registration No. 251 Renewal Date June 16, 2009



Job No: 08-057
Scale: 1" = 100'
Date: 08/01/2008

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Exhibit "C"

Legal Description for "Tract 2"

A tract of land located in the NE/4 of the NE/4 of the NE/4 of Section 34, T-18-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

The NE/4 of the NE/4 of the NE/4 of Section 34, T-18-N, R-14-E of the Indian Meridian;

LESS AND EXCEPT:

The North 276.00 feet of the East 434.00 feet thereof.

Said tract contains 316,622 square feet or 7.2686 acres.



Tulsa Engineering & Planning Associates, Inc.
6737 South 55th East Avenue Tulsa, Oklahoma 74135
Phone: 918-252-9621 Fax: 918-250-1966
Civil Engineering • Land Surveying • Land Planning
Certificate of Professional Registration No. 5511, Renewed Date, June 30, 2009



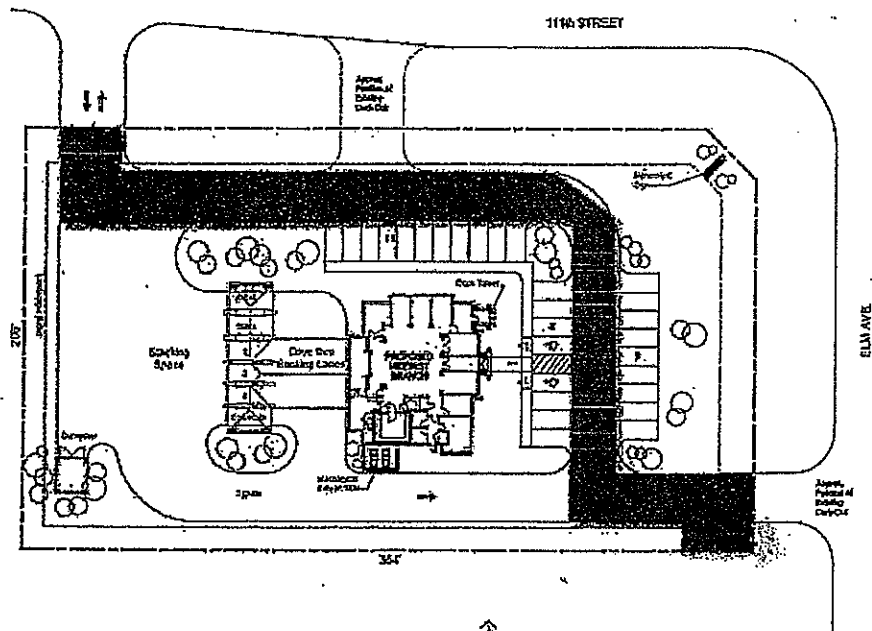
Job No: 08-057
Scale: 1" = 100'
Date: 08/01/2008

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Exhibit "D"

Tract 1 (site plan)

Common areas = black shaded area for ingress and egress only (all other areas are private to owner of Tract 1)



SITE STUDY

SCALE: 1"=30' 1.10.08



BROKEN ARROW, OK



EXCEPTION # 17

#17

K

AMENDMENT AND CLARIFICATION
OF
SITE DEVELOPMENT AGREEMENT

THIS AMENDMENT AND CLARIFICATION OF SITE DEVELOPMENT AGREEMENT (this "Amendment and Clarification") is made effective the 1st day of July, 2009, by and between MAY'S DRUG STORES, INC., an Oklahoma corporation ("MDS") and KWD INVESTMENTS II LIMITED PARTNERSHIP, an Oklahoma limited partnership ("Developer").

RECITALS:

A. The Parties did execute that certain Site Development Agreement dated effective the 27th day of January, 2004 (the "Original SDA").

B. Developer and MDS have entered into certain Agreement of Easements, Covenants and Restrictions and the First Amendment thereto, the First Amendment thereto being filed for record in the records of the Tulsa County Clerk at Book __, Page __. The Agreement of Easements, Covenants and Restrictions and First Amendment thereto, shall be collectively referred to as the "ECR".

C. Developer and MDS desire to amend and clarify the Site Development Agreement to reflect actual development activities that have taken place and further clarify the Original SDA.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, restrictions and encumbrances contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, MDS and Developer do hereby agree as follows:

1. Exhibit "A", attached hereto, is substituted for Exhibit "A" of the Original SDA.
2. All site work required of the Developer with respect to the temporary detention pond located within the temporary detention easement (recorded in document No. 2005098384, Tulsa County Clerk's Office) and shown on Exhibit "A" to the ECR has been completed.
3. If, at any time in the future, Developer or Developer's assigns develop Tract 2 in a manner that adversely affects MDS's ability to drain storm water onto the temporary detention basin of Tract 2, then Developer shall still continue to allow MDS to drain storm water across Tract 2 to either: (1) the creek if allowed by the City of Broken Arrow, or (2) if the City of Broken Arrow will not allow drainage to the creek, then to the permanent detention basin to be constructed by developer and located south of Tract 1. All future maintenance of the temporary detention pond is the responsibility of MDS, at MDS's cost. And, in the event that a permanent detention pond is required to be built, then all future construction and maintenance of the permanent detention pond is the responsibility of the Developer, at Developer's sole cost.

GUARANTY AB
679492.1 320 SOUT
P. O.
TULSA, OK

(2)

EXHIBIT "C-8"

57829 ap

4. MDS has satisfied all of its monetary obligations under the Site Development Agreement and has no responsibility for any additional development costs in the future.

5. All "Site Work" required of the Developer, as that term is defined under the Site Development Agreement, has been completed as of the date set forth on this documents. To the extent any Site Work is still left to be completed on the balance of Developer's property other than Tract 1, Developer agrees to fulfill its requirements under the Site Development Agreement.

6. Except to the extent amended hereby, all terms and conditions contained in the Original SDA shall remain in full force and effect.

7. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment the day and year first above written.

MAY'S DRUG STORES, INC.,
an Oklahoma corporation

By: _____

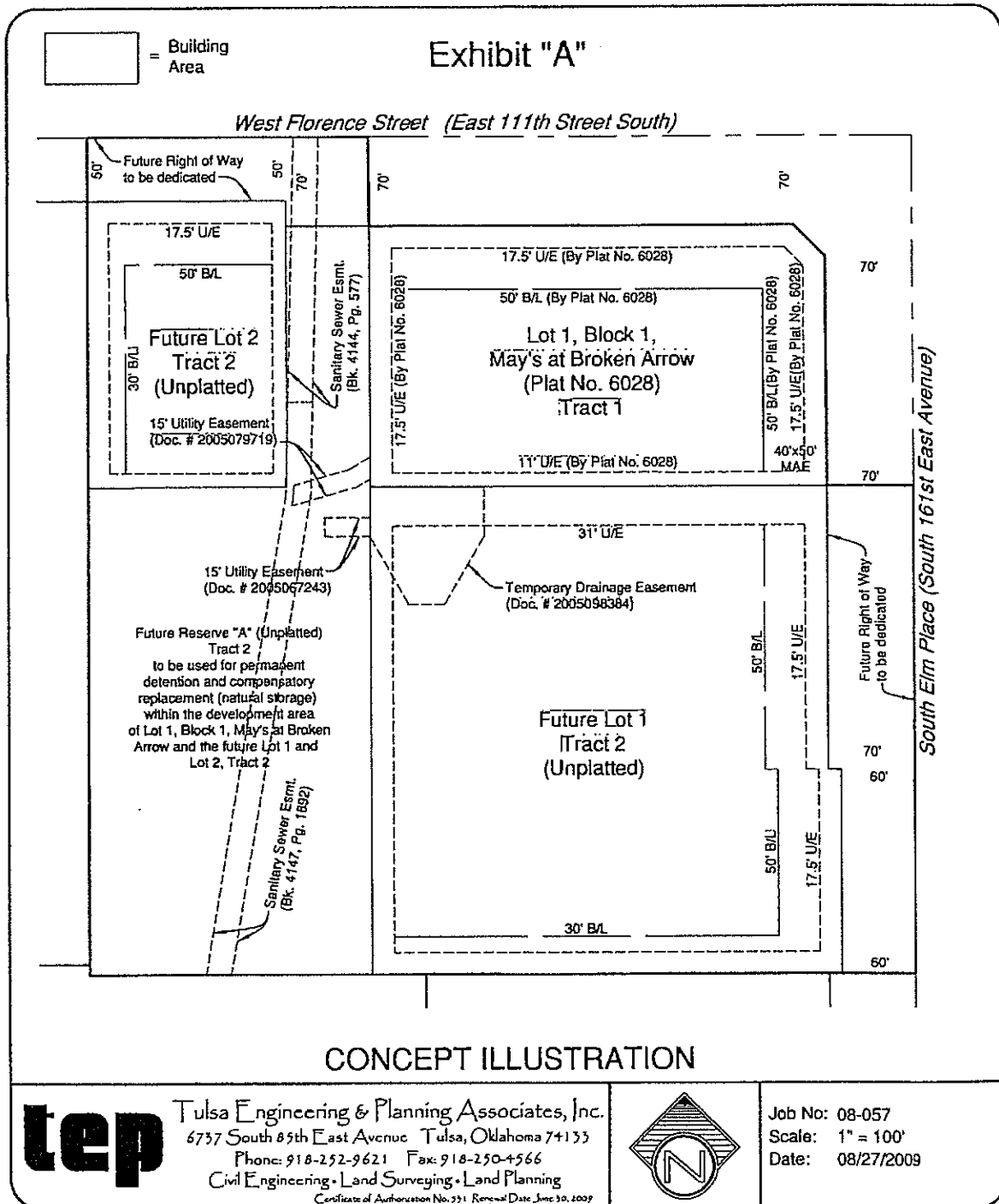
Its: _____

KWD INVESTMENTS II LIMITED PARTNERSHIP,
an Oklahoma limited partnership

By Princeton Properties, LLC, it's General Partner

By: _____

Its: _____



EXCEPTION # 18

Tulsa County Clerk - EARLENE WILSON

Doc# 2005067243 Pgs 4

Receipt# 801225 06/13/05 10:14:26

Fee 19.00

*****0008801225003*****

UTILITY EASEMENT
CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, KWD Investments II Limited Partnership by Vector Securities Corporation, an Oklahoma corporation, General Partner by James W. Dill, its vice president, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee" an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma, to wit:

SEE ATTACHED EXHIBIT "A" AND "B" (Drawing & Legal Description)

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the Permanent Easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines, and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the Grantee may interfere with the construction of the applicable utilities.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Broken Arrow, Oklahoma its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 3rd day of July 2005.

KWD Investments II Limited Partnership
By: Vector Securities Corporation,
an Oklahoma corporation, General Partner

By: James W. Dill
James W. Dill, Vice President

State of Oklahoma
County of Tulsa

I, Earlene Wilson, the undersigned, a Notary Public within and for said County and State, on this 3rd day of July 2005, personally appeared James W. Dill for Vector Securities Corporation, an Oklahoma corporation, General Partner of KWD Investments II Limited Partnership known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission
No. 04001359 expires 02-12-08

Earlene Wilson
Notary Public

Approved as to Form
David L. Davis
Asst. City Attorney

Approved as to Substance:
James W. Dill
City Manager

Engineer David L. Davis checked: 6/14/05
Project:



F:\Data\MISC\2000-2003\03093 not Utility Easement 04-19-2005.doc

EXHIBIT "C-9"

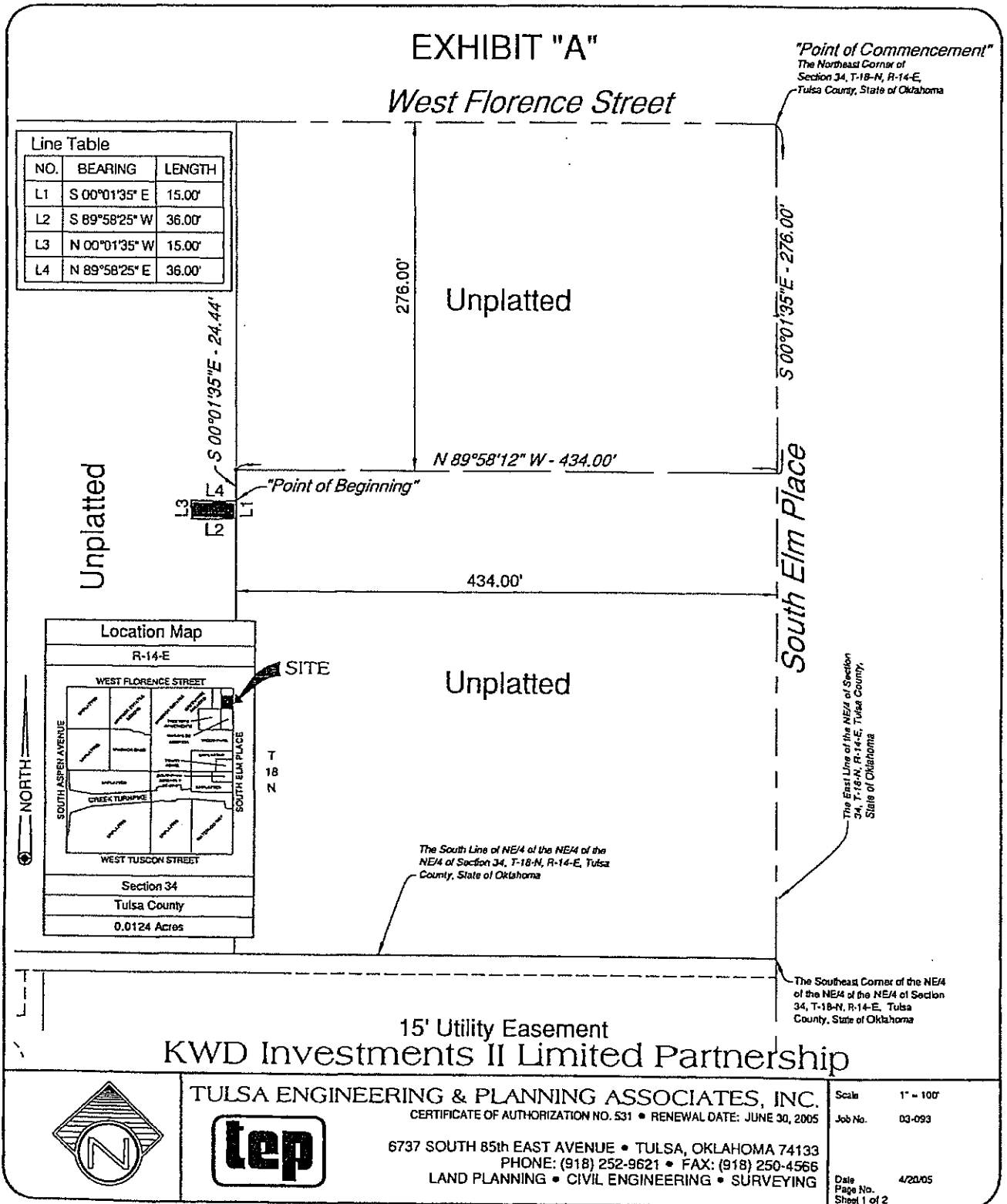


EXHIBIT "B"

Legal Description
for
15' Utility Easement

A tract of land located in the NE/4 of the NE/4 of the NE/4 of Section 34, T-18-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing from the Northeast corner of Section 34;

Thence S 00°01'35" E along the East line of the NE/4 of Section 34 a distance of 276.00 feet to a point that is 276.00 feet measured perpendicularly from the North line of the NE/4 of Section 34;

Thence N 89°58'12" W along a line that is 276.00 feet measured perpendicularly from the North line of the NE/4 of Section 34 a distance of 434.00 feet to a point that is 434.00 feet measured perpendicularly from the East line of the NE/4 of Section 34;

Thence S 00°01'35" E along a line that is 434.00 feet measured perpendicular from the East line of the NE/4 of Section 34 a distance of 24.44 feet to the "Point of Beginning";

Thence continuing S 00°01'35" E along a line that is 434.00 feet measured perpendicular from the East line of the NE/4 of Section 34 a distance of 15.00 feet;

Thence S 89°58'25" W a distance of 36.00 feet;

Thence N 00°01'35" W a distance of 15.00 feet;

Thence N 89°58'25" E a distance of 36.00 feet to the "Point of Beginning";

Said tract contains 540 square feet or 0.0124 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 00°01'35" E along the East line of the NE/4 of Section 34, T-18-N, R-14- E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

Lot Name: 15 Utility Easement
Lot Description: 15 Utility Easement
Lot Area (Square Feet): 540.00
Lot Area (Acres): 0.0124
Lot Perimeter: 102.00
Parent Description:
Percent of Parent: 0.00
Departure in Y (Northing): 0.0000
Departure in X (Easting): 0.0000
Closing Distance: 0.0000
Closing Direction: N90°00'00"E
Error of Closure 1 : 0

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	14993.2739	12203.3127	S00°01'35"E	15.00
	14978.2739	12203.3196	S89°58'25"W	36.00
	14978.2573	12167.3196	N00°01'35"W	15.00
	14993.2573	12167.3127	N89°58'25"E	36.00
End	14993.2739	12203.3127		

EXCEPTION # 19

Tulsa County Clerk - EARLENE WILSON
Doc# 2005079719 Pgs 3
Receipt # 806241 07/11/05 09:28:48
Fee 17.00



UTILITY EASEMENT
CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, KWD Investments II Limited Partnership by Vector Securities Corporation, an Oklahoma corporation, General Partner by James W. Dill, its vice president, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee" an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma, to wit:

SEE ATTACHED EXHIBITS "A" & "B" (Drawing & Legal Description)

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the Permanent Easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines, and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the Grantee may interfere with the construction of the applicable utilities.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Broken Arrow, Oklahoma its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 16th day of June 2005.

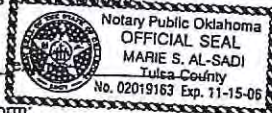


KWD Investments II Limited Partnership
By: Vector Securities Corporation,
an Oklahoma corporation, General Partner
By: James W. Dill
James W. Dill, Vice President

State of Oklahoma)
County of Tulsa) ss.

Before me, the undersigned, a Notary Public within and for said County and State, on this 16th day of June 2005, personally appeared James W. Dill for Vector Securities Corporation, an Oklahoma corporation, General Partner of KWD Investments II Limited Partnership known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission
No. _____



Approved as to Form:

[Signature]
Asst. City Attorney

Engineer [Signature] checked: 6/29/05
Project: MAY'S @ BROKEN ARROW

Notary Public

Approved as to Substance:

[Signature]
City Manager

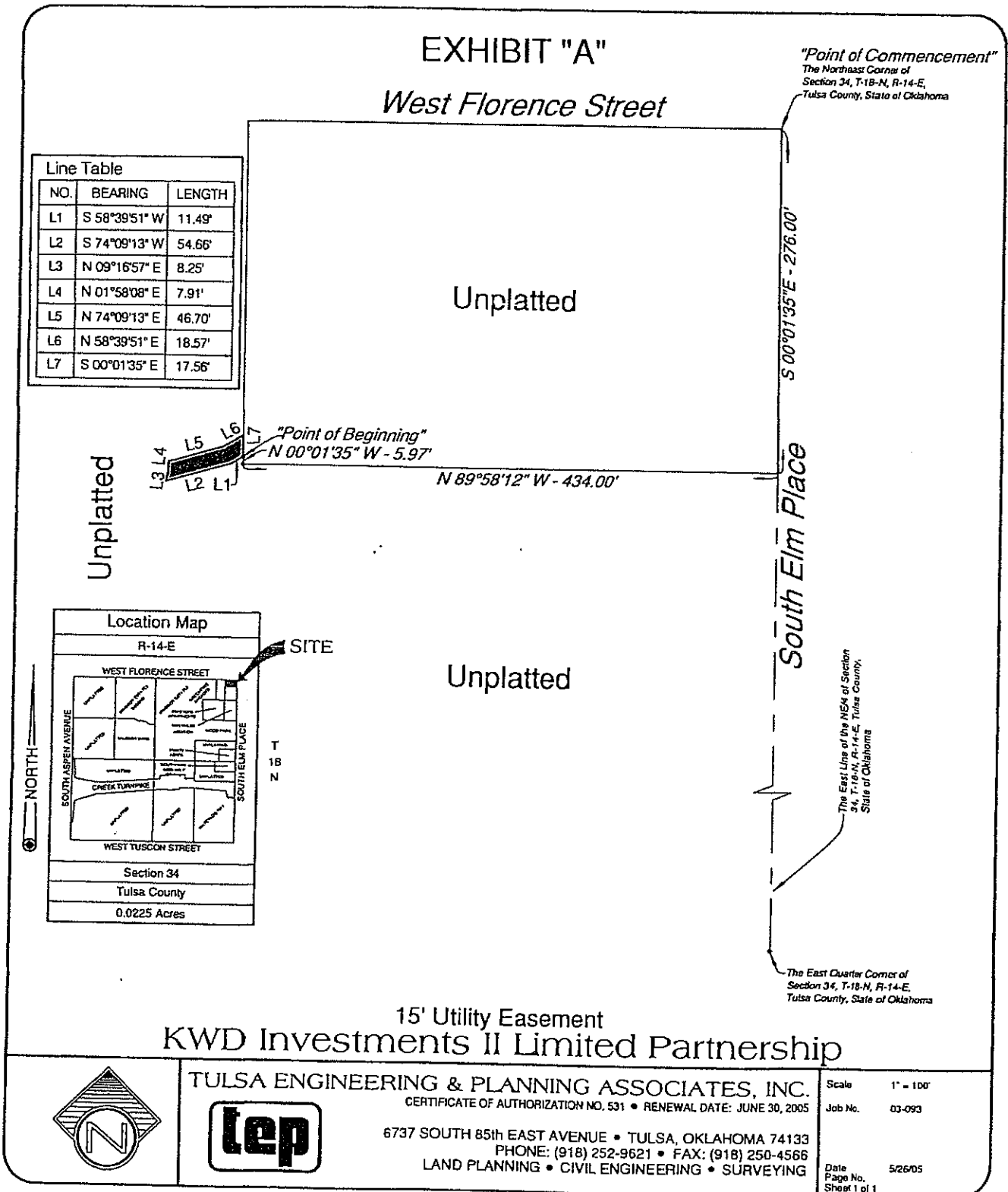


EXHIBIT "B"**Legal Description
for
15' Utility Easement**

A tract of land located in the NE/4 of the NE/4 of the NE/4 of Section 34, T-18-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the Northeast corner of Section 34;

Thence S 00°01'35" E along the East line of the NE/4 of Section 34 a distance of 276.00 feet to a point that is 276.00 feet measured perpendicular from the North line of the NE/4 of Section 34;

Thence N 89°58'12" W along a line that is 276.00 feet measured perpendicular from the North line of the NE/4 of Section 34 a distance of 434.00 feet to a point that is 434.00 feet measured perpendicular from the East line of the NE/4 of Section 34;

Thence N 00°01'35" W along a line that is 434.00 feet measured perpendicular from the East line of the NE/4 of Section 34 a distance of 5.97 feet to the "Point of Beginning";

Thence S 58°39'51" W a distance of 11.49 feet;

Thence S 74°09'13" W a distance of 54.66 feet;

Thence N 09°16'57" E a distance of 8.25 feet;

Thence N 01°58'08" E a distance of 7.91 feet;

Thence N 74°09'13" E a distance of 46.70 feet;

Thence N 58°39'51" E a distance of 18.57 feet to a point that is 434.00 feet measured perpendicular from the East line of the NE/4 of Section 34;

Thence S 00°01'35" E along a line that is 434.00 feet measured perpendicular from the East line of the NE/4 of Section 34 a distance of 17.56 feet to the "Point of Beginning".

Said tract contains 981 square feet or 0.0225 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N 00°01'35" W along the East line of the NE/4 of Section 34, T-18-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

EXCEPTION # 20

Tulsa County Clerk - EARLENE WILSON
Doc# 2005098384 Pgs 4
Receipt # 814181 08/22/05 10:45:20
Fee 19.00

000814181001

TEMPORARY DRAINAGE EASEMENT
CORPORATE OR PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That KWD Investments II Limited Partnership by Vector Securities Corporation, an Oklahoma corporation, General Partner by James W. Dill, its vice president, of Tulsa County, State of Oklahoma, the owner of the legal and equitable title to the following described real estate, party of the first part, in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, does hereby assign, grant, and convey to the City of Broken Arrow, Tulsa County, State of Oklahoma, a municipal corporation, party of the second part, its successors and assigns, a temporary easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma, to wit:

SEE ATTACHED EXHIBITS "A" AND "B" (Drawing & Legal Description)

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing drainage facilities and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the grantor(s) or any person in privity with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and grantor(s), his/her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

TO HAVE AND TO HOLD such temporary easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns until such time as the remainder of the property is more fully developed, and the temporary detention facility is replaced by a permanent detention facility, as determined by the Owner and the City of Broken Arrow.

DATED this 3rd day of May 2005.

KWD Investments II Limited Partnership
By: Vector Securities Corporation,
an Oklahoma corporation, General Partner

By: James W. Dill
James W. Dill, Vice President

State of Oklahoma
County of Tulsa

I, the undersigned Notary Public, in and for said County and State, on this 3rd day of May, 2005, personally appeared James W. Dill for Vector Securities Corporation, an Oklahoma corporation, General Partner of KWD Investments II Limited Partnership known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission
No. 04001359 expires 2-12-08

Earlene Wilson
Notary Public

Approved as to Form:

Robert J. Dill
Asst. City Attorney

Approved as to Substance:

James M. Turney
City Manager

Engineer checked: 4/4/05
Project:



F:\Data\MISC\2000-2003\030

EXHIBIT "C-11"



EXHIBIT "B"

Legal Description
for
Temporary Drainage Easement

A tract of land located in the NE/4 of the NE/4 of the NE/4 of Section 34, T-18-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the Northeast corner of Section 34;

Thence S 00°01'35" E along the East line of the NE/4 of Section 34 a distance of 276.00 feet;

Thence N 89°58'12" W a distance of 343.69 feet to the "Point of Beginning";

Thence S 00°00'00" W a distance of 39.54 feet;

Thence S 30°02'25" W a distance of 61.92 feet;

Thence S 90°00'00" W a distance of 29.00 feet;

Thence N 29°45'10" W a distance of 61.05 feet;

Thence N 00°01'35" W a distance of 40.19 feet;

Thence S 89°58'12" E a distance of 90.31 feet to the "Point of Beginning";

Said tract contains 6,779 square feet or 0.1556 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 00°01'35" E along the East line of the NE/4 of Section 34, T-18-N, R-14-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

Lot Name: Temporary Drainage Easement
Lot Description: Temporary Drainage Easement
Lot Area (Square Feet): 6779
Lot Area (Acres): 0.1556
Lot Perimeter: 322.01
Parent Description:
Percent of Parent: 0.00
Departure in Y (Northing): -0.0023
Departure in X (Easting): 0.0028
Closing Distance: 0.0036
Closing Direction: S51°02'49"E
Error of Closure 1 : 89461

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	15017.6641	12293.6155	S00°00'00"W	39.54
	14978.1241	12293.6155	S30°02'25"W	61.92
	14924.5216	12262.6178	S90°00'00"W	29.00
	14924.5216	12233.6178	N29°45'10"W	61.05
	14977.5237	12203.3212	N00°01'35"W	40.19
	15017.7136	12203.3027	S89°58'12"E	90.31
End	15017.6664	12293.6127		

EXCEPTION # 21

Tulsa County Clerk - PAT KEY
Doc # 2015001582 Page(s): 5 Recorded 01/08/2015 at 11:06 AM
Receipt # 512878 Fee \$21.00



UTILITY EASEMENT

KNOW ALL MEN BY THESE
PRESENTS:

That the undersigned, KWD Investments II Limited Partnership, an Oklahoma limited partnership, the owner(s), of the legal and of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, do(es) hereby assign(s), grant(s) and convey(s) to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in TULSA County, State of Oklahoma to wit:

See Attached Exhibits:
A.1 & A.2

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

TO HAVE AND TO HOLD easement and right of way 'A.1' unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 12th day of December 2014.

KWD Investments II Limited Partnership,
an Oklahoma limited partnership

By: KW RE Investments LLC,
an Oklahoma limited liability company,
its managing general partner

By: John D. Williams
John D. Williams
Manager

City of Broken Arrow
P.O. Box 610
Broken Arrow, OK 74013

EXHIBIT "C-12"

0175

State of Oklahoma)

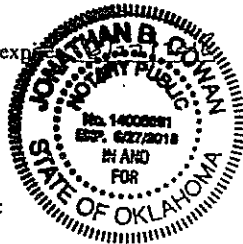
)

County of TULSA)

Before me, the undersigned, a Notary Public within and for said County and State, on this 12TH day of December 2014, personally appeared John D. Williams to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person for the uses and purposes therein set forth.

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

My Commission expires



Jonathan B. Conlan
Notary Public

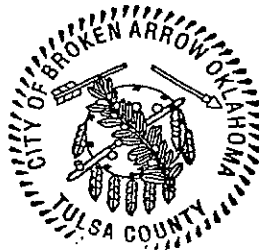
Approved as to Form:

David W. [Signature]
Asst. City Attorney

Approved as to Substance:

[Signature]
Mayor

[Signature] 12-29-14



ATTEST:

Mary [Signature]
(Seal) CITY CLERK

Exhibit "A.1"
Icon at Broken Arrow
Offsite Utility Easement
Description

Description

A TRACT OF LAND THAT IS A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4 NE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4 NE/4 NE/4; THENCE SOUTH 1°19'18" EAST AND ALONG THE EAST LINE OF THE NE/4 NE/4 NE/4, FOR A DISTANCE OF 276.00 FEET; THENCE SOUTH 88°44'05" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF SOUTH ELM PLACE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 1°19'18" EAST AND ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 11.00 FEET; THENCE SOUTH 88°44'05" WEST FOR A DISTANCE OF 454.08 FEET; THENCE NORTH 1°19'18" WEST FOR A DISTANCE OF 11.00 FEET; THENCE NORTH 88°44'05" EAST FOR A DISTANCE OF 454.08 FEET TO THE POINT OF BEGINNING.

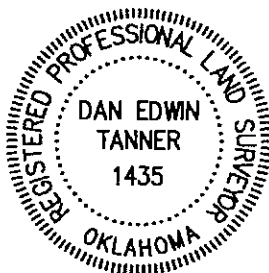
Basis of Bearing

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).

Real Property Certification

I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

City of Broken Arrow
P.O. Box 610
Broken Arrow, OK 74013



A handwritten signature in black ink, appearing to be "D. E. Tanner".

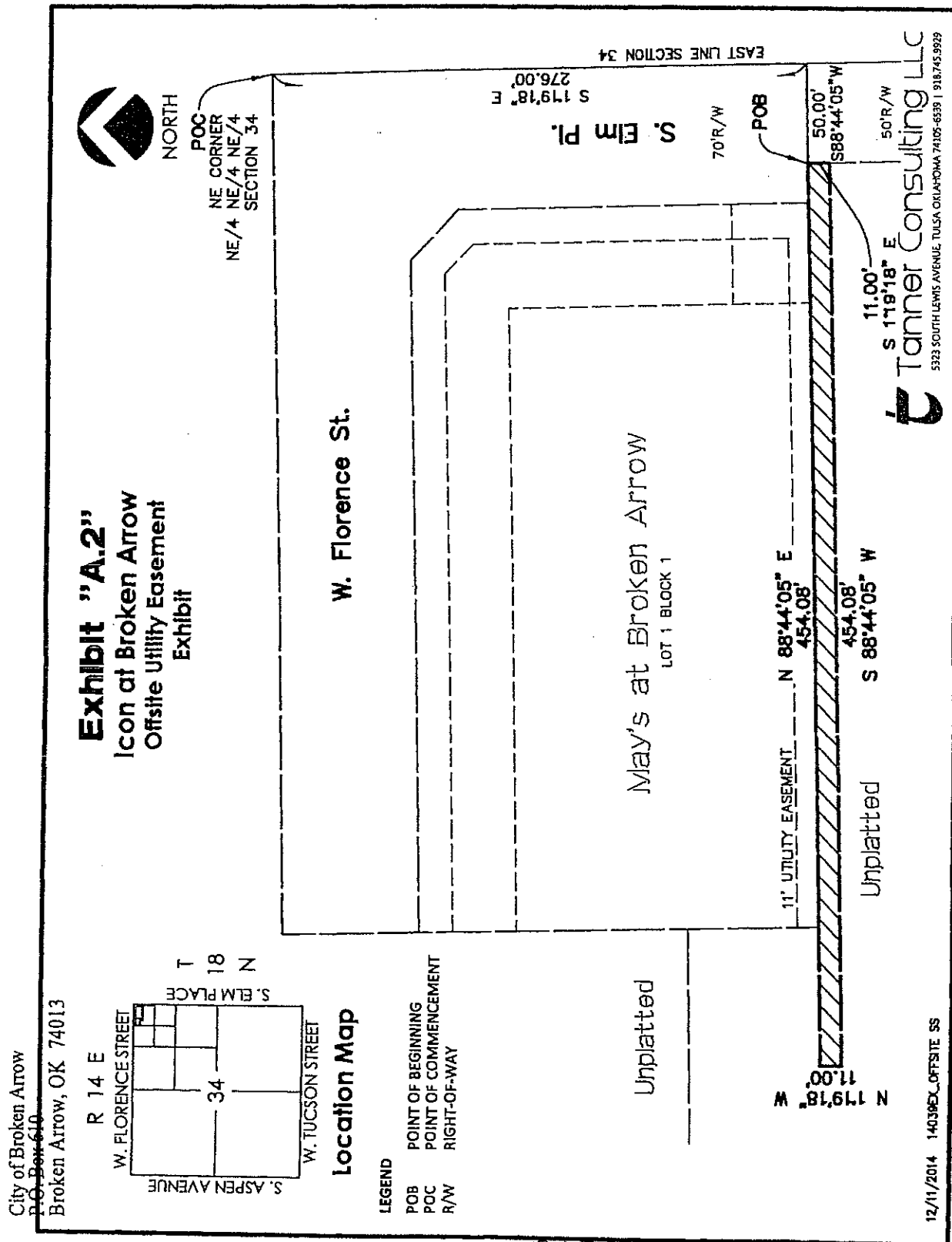
DAN E. TANNER, P.L.S.
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/15

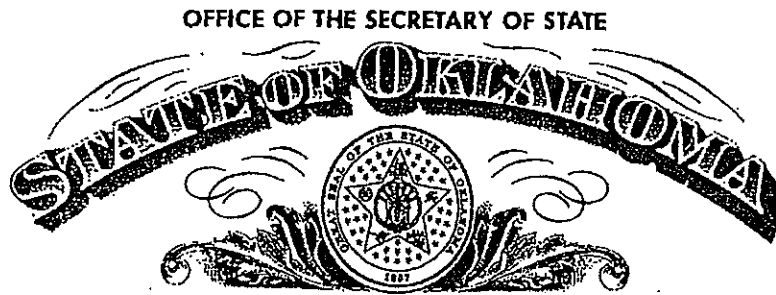
12-12-2014

DATE



Tanner Consulting LLC
5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539 | 918.745.9929





CERTIFICATE OF LIMITED PARTNERSHIP

WHEREAS, the Certificate of Limited Partnership of

**THE ICON AT BROKEN ARROW APARTMENTS LIMITED
PARTNERSHIP**

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
19th day of September, 2014.*

A handwritten signature in cursive script, reading "Chris R. Benge".

Secretary of State

City of Broken Arrow
P.O. Box 610
Broken Arrow, OK 74013