





Tulsa County Clerk - PAT KEY  
 Doc # 2014016663 Page(s): 3  
 Recorded 03/03/2014 at 02:19 PM  
 Receipt # 457192 Fee \$17.00

D133 B-Corrected  
 Public Safety Facility  
 Site

P.O. BOX 330  
 Sand Springs, OK 74063

68 O.S. 3202 (11)  
 No Documentary Stamps Required

## QUIT CLAIM DEED

THIS INDENTURE, made this 10<sup>th</sup> day of February, 2014,  
 between the SAND SPRINGS HOME, party of the first part, and the CITY OF SAND  
 SPRINGS, OKLAHOMA, party of the second party.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars and 00/100 (\$10.00) and other good and valuable consideration, to it duly paid, the receipt whereof is hereby acknowledged, does hereby quit-claim, grant, bargain, sell and convey unto the said party of the second party, and to its heirs and assigns forever, all its right, title, interest and estate, both at law and in equity, of, in and to the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

### Parcel #3

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 EAST, TULSA COUNTY, OKLAHOMA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 9, T-19-N, R-11-E, TULSA COUNTY, OKLAHOMA. THENCE SOUTH 88°38'18" WEST ALONG SAID SOUTH LINE OF SAID NE/4 A DISTANCE OF 1268.41 FEET; THENCE NORTH 01°21'42" WEST FOR A DISTANCE OF 33.48 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 68°24'39" WEST ALONG SAID SOUTH LINE OF SAID NE/4 A DISTANCE OF 129.72 FEET; THENCE NORTH 56°40'40" WEST FOR A DISTANCE OF 202.52 FEET; THENCE NORTH 23°47'04" WEST FOR A DISTANCE OF 58.36 FEET; THENCE NORTH 50°29'58" WEST FOR A DISTANCE OF 275.35 FEET; THENCE NORTH 05°41'22" EAST FOR A DISTANCE OF 62.90 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF KEYSTONE EXPRESSWAY SERVICE ROAD; THENCE SOUTH 84°18'38" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF KEYSTONE EXPRESSWAY SERVICE ROAD FOR A DISTANCE OF 512.44 FEET; THENCE SOUTH 01°23'27" EAST FOR A DISTANCE OF 399.44 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 132,651 SQUARE FEET OR 3.045 ACRES, MORE OR LESS.

BASIS OF BEARING OF PROPERTY DESCRIPTION IS THE SOUTHERLY OF THE NE/4 SECTION 9, T-19-N, R-11-E BEING S88°38'18"W.

### Parcel #4

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 EAST, TULSA COUNTY, OKLAHOMA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 9, T-19-N, R-11-E, TULSA COUNTY, OKLAHOMA. THENCE SOUTH 88°38'18" WEST ALONG SAID SOUTH LINE OF SAID NE/4 A DISTANCE OF 1189.35 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°38'18" WEST ALONG SAID SOUTH LINE OF SAID NE/4 A DISTANCE OF 1059.41 FEET TO THE INTERSECTION OF EUCHA CREEK; THENCE ALONG THE CENTERLINE OF EUCHA CREEK THE FOLLOWING FIVE CALLS;

THENCE NORTH 04°22'19" WEST FOR A DISTANCE OF 76.59 FEET;  
 THENCE NORTH 10°21'26" EAST FOR A DISTANCE OF 83.67 FEET;  
 THENCE NORTH 04°13'15" EAST FOR A DISTANCE OF 84.34 FEET;  
 THENCE NORTH 06°58'36" EAST FOR A DISTANCE OF 138.95 FEET;  
 THENCE NORTH 15°11'46" EAST FOR A DISTANCE OF 170.28 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF KEYSTONE EXPRESSWAY SERVICE ROAD;  
 THENCE SOUTH 84°18'38" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF KEYSTONE EXPRESSWAY SERVICE ROAD FOR A DISTANCE OF 384.64 FEET; THENCE

SOUTH 05°41'22" WEST FOR A DISTANCE OF 62.90 FEET; THENCE SOUTH 50°29'58" EAST FOR A DISTANCE OF 275.35 FEET; THENCE SOUTH 23°47'04" EAST FOR A DISTANCE OF 58.36 FEET; THENCE SOUTH 56°40'40" EAST FOR A DISTANCE OF 202.52 FEET; THENCE SOUTH 68°24'39" EAST FOR A DISTANCE OF 215.58 THE POINT OF BEGINNING.

SAID TRACT CONTAINS 335,311 SQUARE FEET OR 7.698 ACRES, MORE OR LESS.

BASIS OF BEARING OF PROPERTY DESCRIPTION IS THE SOUTHERLY OF THE NE/4 SECTION 9, T-19-N, R-11-E BEING S88°38'18"W.

Together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hands the day and year above written.

  
\_\_\_\_\_  
Joe A. Williams, President

ATTEST:

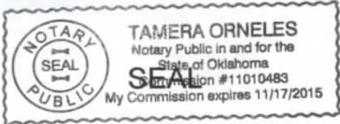
  
\_\_\_\_\_  
R. A. Weese, Vice President

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA )

Before me the undersigned, a Notary Public, in and for said County and State, on the 10th day of February, 2014, personally appeared BA Weese + Joe A Williams, to me know to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of the Sand Springs Home, for the uses and purposes therein set forth.

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



Tamera Orneles
Notary Public

My Commission Expires: 11/17/2015

My commission Number: 11010483



ACCEPTED this 13th day of Feb, 2014

CITY OF SAND SPRINGS

Mike Burdge
Mayor

ATTEST
Janice L. Almy
City Clerk

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA )

Before me the undersigned, a Notary Public, in and for said County and State, on the 13th day of February, 2014, personally appeared Mike Burdge, to me know to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of the City of Sand Springs, Oklahoma, for the uses and purposes therein set forth.

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

SEAL



Colette L. Boyce
Notary Public

My Commission Expires: 01/07/17

My commission Number: 13000166



D-133B

68 O.S. 3202 (11)  
 No Documentary Stamps Required

P.O. Box 338  
 Sand Springs, OK 74063

## QUIT CLAIM DEED

THIS INDENTURE, made this 9th day of September, 2013,  
 between the SAND SPRINGS HOME, party of the first part, and the CITY OF SAND  
 SPRINGS, OKLAHOMA, party of the second party.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars and 00/100 (\$10.00) and other good and valuable consideration, to it duly paid, the receipt whereof is hereby acknowledged, does hereby quit-claim, grant, bargain, sell and convey unto the said party of the second party, and to its heirs and assigns forever, all its right, title, interest and estate, both at law and in equity, of, in and to the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

### Parcel #3

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 11 EAST, TULSA COUNTY, OKLAHOMA, BEING DESCRIBED AS FOLLOWS:

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Together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hands the day and year above written.

  
Joe A. Williams, President

ATTEST:

  
R. A. Weese, Vice President





Tulsa County Clerk - PAT KEY  
Doc # 2013056854 Page(s): 2  
Recorded 06/10/2013 at 11:19 AM  
Receipt # 409871 Fee \$15.00

D-135

Physical Address: Vacant Land, Sand Springs, OK  
Mailing Address:

**TRUSTEE'S DEED**

THIS INDENTURE, made this 4<sup>th</sup> day of June, 2013, between, **BOKF dba Bank of Oklahoma, N.A., Trustee of the Harry T. Pratt Living Trust No. 1, dated February 16, 1976**, party of the first part, hereinafter referred to as Grantor, and **City of Sand Springs**, party of the second part, hereinafter referred to as Grantee.

WITNESSETH, that in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations, receipt of which is hereby acknowledged, said Grantor does, by these presents, grant, bargain, sell and convey unto said Grantee, its heirs and assigns the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

**A tract of land in the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Twenty-six (26), Township Nineteen (19) North, Range Eleven (11) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to wit.**

**Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4 NW/4) of said Section Twenty-six (26); thence East 309.76 feet; thence Northwest 267.59 feet; thence West 183.4 feet; thence South 240 feet to the Point of Beginning. LESS AND EXCEPT the West 35 feet thereof for street.**

TO HAVE AND TO HOLD the above described real estate to the said Grantee and said Grantee's successors and assigns forever; and Grantor, as such Trustee, and not for themselves individually, covenants that said premises are free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens or encumbrances made or suffered by said Grantor except taxes and assessments. This conveyance is made without warranty, express or implied.

Except covenants, conditions, easements, restrictions and mineral conveyances of record.

IN WITNESS WHEREOF, the Trustees have hereunto set their hands as of the day and year above written.

**OKLAHOMA TITLE & ESCROW CORR**  
5314 S. Yale, Suite 200  
Tulsa, OK 74135  
551-2044

The Harry T. Pratt Living Trust No. 1, dated February 16, 1976

Craig Carson  
BOKF dba Bank of Oklahoma N.A.,  
Trustee by Craig Carson, Vice President

**TRUSTEE'S ACKNOWLEDGEMENT**

STATE OF OKLAHOMA     )  
  )SS.  
COUNTY OF TULSA     )

This instrument was acknowledged before me this 4<sup>th</sup> day of June, 2013, by **BOKF dba Bank of Oklahoma, N.A. by its Vice President, Craig Carson, Trustees of the Harry T. Pratt Living Trust No. 1, dated February 16, 1976**, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed as the Trustees of said trust, for the purposes therein set forth.

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



[Signature]  
C.L. Paulick, #08002762  
Notary Public for the State of Oklahoma  
My commission expires: 03/07/2016

Office of City Manager  
JUN 21 2013  
JUN 21 12:33  
City of Sand Springs

**OKLAHOMA TITLE & ESCROW CORPORATION**

SUITE 200 PARK TOWERS  
5314 SOUTH YALE  
TULSA, OKLAHOMA 74135  
TELEPHONE (918) 494-3966  
FACSIMILE (918) 492-5264

June 18, 2013

City of Sand Springs  
Attn: Janice L. Almy  
P.O. Box 338  
Sand Springs, OK 74063

RE: Purchase of 1.17 Acres in S26-T19N-R11E, Tulsa County, Oklahoma  
Our File No: 0551-2044

Gentlemen:

**DOCUMENT RETURN**

The following original documents have been filed with land records. You should keep these documents in a safe place.

LENDER

BORROWER

- 1ST Mortgage
- 2ND Mortgage
- Assignment of Mortgage
- Assignment of Rents / Leases
- UCC
- Subordination
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- Trustee's Deed
- Quit Claim Deed
- Personal Representative's Deed
- Memorandum of Trust
- Waiver of Right of First Refusal
- Stray Deed Affidavit
- Release
- Assignment of Rents / Leases
- \_\_\_\_\_
- \_\_\_\_\_

**OKLAHOMA TITLE & ESCROW CORPORATION**

SUITE 200 PARK TOWERS  
5314 SOUTH YALE  
TULSA, OKLAHOMA 74135  
TELEPHONE (918) 494-3966  
FACSIMILE (918) 492-5264

July 11, 2013

Birmingham, Morley, Weatherford & Priore  
Attn: David Weatherford  
1141 East 37th Street  
Tulsa, Oklahoma 74105

RE: Policy for Title Insurance  
City of Sand Springs - purchase from BOK  
Policy No. OK2045-49-0551-2044-2013.75306-89250384  
Our File Nos. TI-2780; 0551-2044

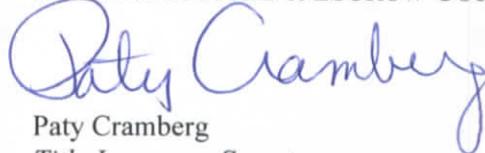
Dear Mr. Weatherford:

Enclosed please find the original Policy of Title Insurance for the above referenced matter. Also be advised that the abstract of title is being returned for storage. The abstract company's information is listed below for your convenience.

If you should have any questions regarding the enclosed, please do not hesitate to contact us.

Yours very truly,

*OKLAHOMA TITLE & ESCROW CORP.*



Paty Cramberg  
*Title Insurance Secretary*

/pc  
Enclosure

Tulsa Abstract & Title Co.  
612 South Denver  
Tulsa, Oklahoma  
918-582-5777



# Chicago Title Insurance Company

POLICY NO.: OK2045-49-0551-2044-2013.75306-89250384

## OWNER'S POLICY OF TITLE INSURANCE

Issued by  
**Chicago Title Insurance Company**

*Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.*

### COVERED RISKS

*SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:*

1. *Title being vested other than as stated in Schedule A.*
2. *Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from*
  - (a) *A defect in the Title caused by*
    - (i) *forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;*
    - (ii) *failure of any person or Entity to have authorized a transfer or conveyance;*
    - (iii) *a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;*
    - (iv) *failure to perform those acts necessary to create a document by electronic means authorized by law;*
    - (v) *a document executed under a falsified, expired, or otherwise invalid power of attorney;*
    - (vi) *a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or*
    - (vii) *a defective judicial or administrative proceeding.*
  - (b) *The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.*
  - (c) *Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.*
3. *Unmarketable Title.*
4. *No right of access to and from the Land.*
5. *The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to*
  - (a) *the occupancy, use, or enjoyment of the Land;*
  - (b) *the character, dimensions, or location of any improvement erected on the Land;*
  - (c) *the subdivision of land; or*
  - (d) *environmental protection**if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.*
6. *An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.*
7. *The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.*
8. *Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.*
9. *Title being vested other than as stated Schedule A or being defective*
  - (a) *as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or*
  - (b) *because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records*
    - (i) *to be timely, or*
    - (ii) *to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.*



10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY

By



*Richard W. Riddle*  
AGENT  
*[Signature]*  
SECRETARY

Countersigned:

*[Signature of Richard W. Riddle]*  
Authorized Signatory  
Richard W. Riddle

OK2045            0551-2044  
Oklahoma Title & Escrow Corp.  
5314 South Yale, Suite 200  
Tulsa, OK 74135  
Tel: (918) 494-3966  
Fax: (918) 492-5264



## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.



## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and

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any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were

ALTA Owner's Policy (6/17/06)



authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### **9. LIMITATION OF LIABILITY**

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the In-

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sured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### **14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

#### **15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

#### **16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### **17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or en-

ALTA Owner's Policy (6/17/06)

AMERICAN  
LAND TITLE  
ASSOCIATION



forcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Chicago Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.



# Chicago Title Insurance Company

## SCHEDULE A

**Name and Address of Title Insurance Company:** Oklahoma Title & Escrow Corporation  
5314 South Yale Avenue, Suite 200  
Tulsa, Oklahoma 74135  
(918) 494-3966

**Commitment No.:** 002622

**TI No.:** TI-2780

**Policy No.:** OK2045-49-0551-2044-2013.75306-89250384

**Address Reference:** Tract in Section 26, Township 19 North, Range 11 East  
Tulsa County

**Amount of Insurance:** \$ 43,000.00

**Premium:** \$ 217.15

**Date of Policy:** June 10, 2013 at 11:19 a.m.

1. **Name of Insured:** City of Sand Springs
2. **The estate or interest in the Land that is insured by this policy is:**

Fee Simple

3. **Title is vested in:**

City of Sand Springs

4. **The land referred to in this Policy is described as follows:**

A tract of land in the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Twenty-six (26), Township Nineteen (19) North, Range Eleven (11) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to-wit:

Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4 NW/4) of said Section Twenty-six (26); thence East 309.76 feet; thence Northwest 267.59 feet; thence West 183.4 feet; thence South 240 feet to the Point of Beginning. LESS AND EXCEPT the West 35 feet thereof for street.

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.**

# Chicago Title Insurance Company

Policy No.: OK2045-49-0551-2044-2013.75306-89250384

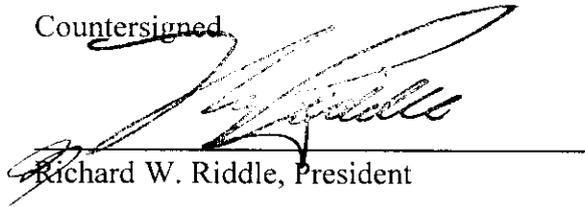
## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Ad valorem taxes for the year 2013 and subsequent years not yet due or payable.
7. Title to all the coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
8. Rights of parties in possession under unrecorded leases.
9. Statutory right-of-way along the Western boundary of the property in accordance with the treaty with the Creek Indian Nation.

Countersigned



Richard W. Riddle, President



# OKLAHOMA TITLE & ESCROW CORPORATION

## RECEIPT OF THE GRAMM-LEACH-BLILEY PRIVACY ACT NOTICE

I (We) hereby acknowledge receipt of the "Policy for Privacy and Security of Customer Information" notice on June 7, 2013

City of Sand Springs

By: Mike Burdge  
Mike Burdge, Mayor

ATTEST:  
By: Janice L. Almy  
Janice L. Almy, City Clerk



By: Craig Carson  
Craig Carson, Vice President of BOKF DBA  
Bank of Oklahoma N.A., as Trustee of The Harry  
T. Pratt Living Trust No. 1, dated February 16, 1976



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

# COMMITMENT

## SCHEDULE A

Number 002622 Effective Date May 6, 2013 at 7:59 a.m.

1. Policy or Policies to be issued:

ALTA OWNER'S POLICY \$ 43,000.00

Proposed Insured: City of Sand Springs

ALTA LOAN POLICY \$ NA

Proposed Insured: NA, its successors and/or assigns

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

Bank of Oklahoma, N.A., as Trustee of the  
Harry T. Pratt Living Trust No. 1, dated February 16, 1976

Title acquired by virtue of a Deed, dated April 16, 1976, and recorded on April 19, 1976, in the land records of the Tulsa County Clerk, in Book 4211, at Page 956.

3. The land referred to in this Commitment is described as follows:

A tract of land in the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Twenty-six (26), Township Nineteen (19) North, Range Eleven (11) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to-wit:

Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4 NW/4) of said Section Twenty-six (26); thence East 309.76 feet; thence Northwest 267.59 feet; thence West 183.4 feet; thence South 240 feet to the Point of Beginning. LESS AND EXCEPT the West 35 feet thereof for street.

**NOTE:** This Commitment consists of insert pages labeled as Schedule A, Schedule B-Section I, and Schedule B-Section II. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

Issued by:

Oklahoma Title & Escrow Corporation  
5314 South Yale, Suite 200  
Tulsa, Oklahoma 74135  
918/494-3966

### SCHEDULE A

ALTA Commitment  
Recorder Form No. 3009 (Rev. 5/89)

## ALTA COMMITMENT

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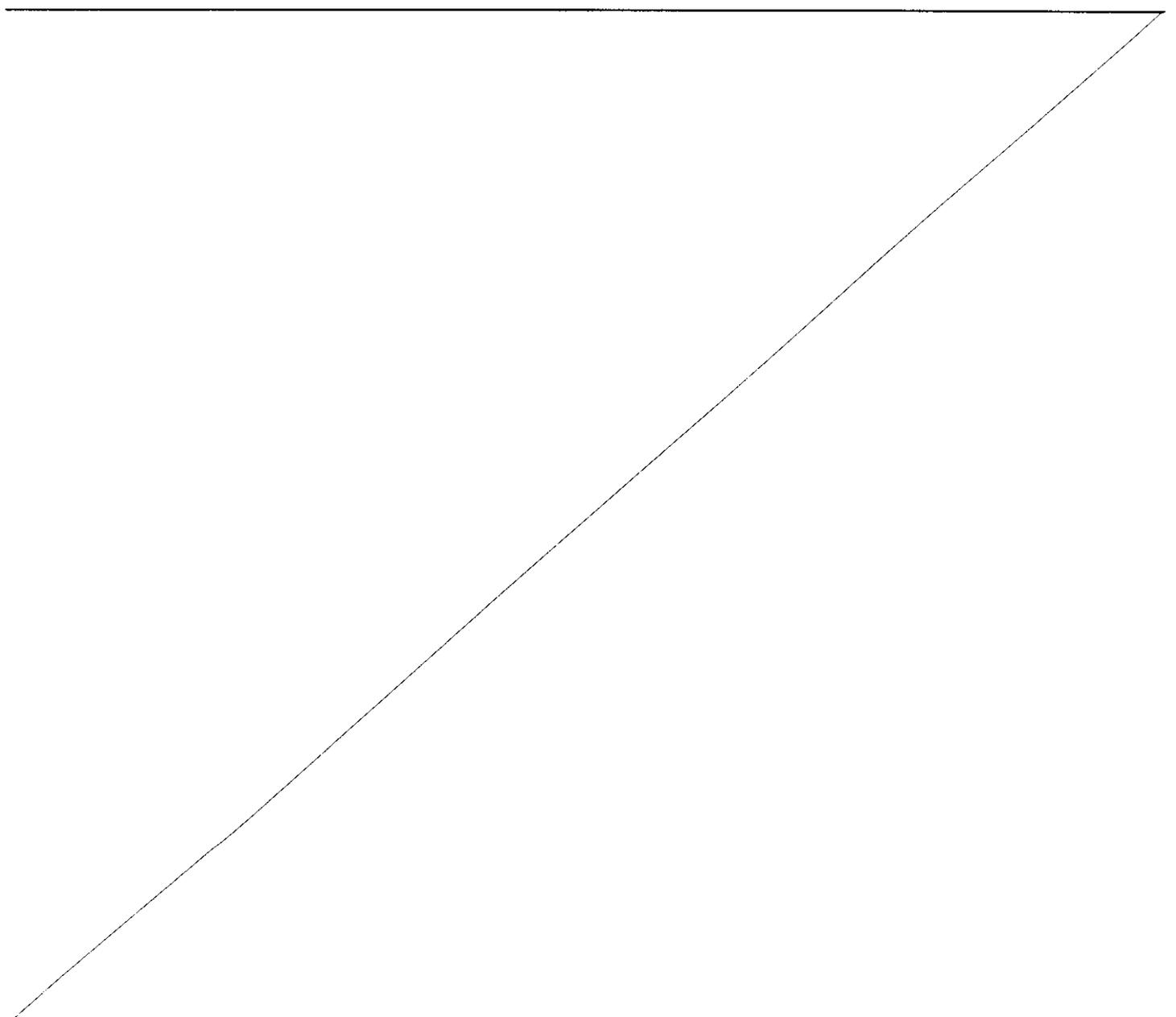
### SCHEDULE B — SECTION I (REQUIREMENTS)

Number 002622

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
4. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
  - a. Trustee's Deed, properly executed and acknowledged, from the current fee simple owner shown in Schedule A-2 above to the City of Sand Springs. The Deed shall be executed by the Trustee of the Trust.
  - b. The Company requires that a Memorandum of Trust, in accordance with 60 O.S. 2001§175.6(a), for the Harry T. Pratt Living Trust No. 1, dated February 16, 1976, be filed of record.
5. Payment to or for the account of Grantors or Mortgagors, as the case may be, of the consideration for the estate or interest to be insured.
6. Title Insurance Affidavit and Agreement to Chicago Title Insurance Company executed by the Seller certifying that there are no unpaid bills for labor or materials furnished to the property which charges could become a lien against the property; that there are no unpaid taxes or special assessments on the property, other than those of public record; that there are no financing statements filed on the property which are not of public record, which financing statements could become a lien on said property. The Buyer should also sign this Affidavit if Buyer has had access to the property or has contracted for labor to be performed or materials furnished to the property.
7. If Standard Exception numbered "2" on Schedule B, Section 2, hereto which states, "Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises," is to be removed from the Owner's or Mortgagee's Policy to be issued in accordance with this Commitment, it will be necessary to provide the Company with an as-built survey showing all encroachments and easements and other matters affecting the property, which survey must be certified to Chicago Title Insurance Company and Oklahoma Title & Escrow Corporation.
8. Certificate from the City of Sand Springs, certifying that there are no unpaid taxes or special assessments levied by the City of Sand Springs against the property, which unpaid taxes or special assessments could become a lien on said property.
9. The Company requires that it be provided with an Affidavit from a Registered Land Surveyor that the insured property is not included in any of the three "Less and Except" tracts described in Paragraph No. 2 of the legal description in the Deed dated April 16, 1976, recorded on April 19, 1976, and recorded in Book 4211, at Page 956.
10. The Company requires that it be provided with a copy of the instrument creating the Harry T. Pratt Living Trust No. 1, and all amendments thereto.

11. Determine by gap check that no adverse documents, transactions, or other matters, affecting title, or as against insured owner(s) have been filed subsequent to the effective date of this Commitment to actual date of closing.
12. Before the final policy of title insurance can be issued on the property described in Schedule A-3 hereof, a title report through the date of the filing of the closing documents must be obtained from a licensed abstractor.
13. If closing occurs 180 days or later from the effective date of this Commitment, it will be necessary for an updated and recertified abstract to be furnished to Oklahoma Title & Escrow Corporation prior to issuance of the policy of title insurance.



**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B — SECTION II**

**File Number:** 002622

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

**A.** Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate of interest or mortgage thereon covered by this Commitment.

**B. Standard Exceptions:**

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

**C.** Standard exceptions (2) and (3) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.

**D.** Standard exceptions (1) and (4) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.

**E. Special Exceptions:**

1. Ad valorem taxes for the year 2013 and subsequent years not yet due or payable.
2. Title to all the coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
3. Rights of parties in possession under unrecorded leases.
4. Statutory right-of-way along the Western boundary of the property in accordance with the treaty with the Creek Indian Nation.

## Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

### Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

### Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement indicates the last time this Privacy Statement was revised or materially changed.

**SUBSTITUTE FORM 1099-S**  
**PROCEEDS FROM REAL ESTATE TRANSACTIONS**  
**FOR THE TAX YEAR:**  
**OMB No. 1545-0997**

**SETTLEMENT AGENT/FILER'S NAME AND ADDRESS**

Main Street Title Company, LLC  
 9175 S. Yale Ave., Ste. 101  
 Tulsa, OK 74137  
 (918)933-4136

Filer's Federal Tax ID Number: [REDACTED]  
 FILE NUMBER: 1304196

**SELLER/TRANSFEROR'S NAME AND ADDRESS**

The Harry T. Pratt Living Trust No. 1  
P.O. BOX 2710  
TULSA, OK 74101-2710

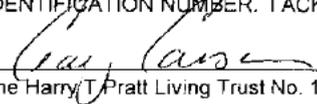
Transferor's Federal Tax ID Number:  
 [REDACTED]

1) Date of Closing: 6/7/2013	2) Gross Proceeds: \$43,000.00	4) X here if property or services received:	5) Buyer's part of real estate tax:
3) Address or Legal Description: Vacant Land 26-19-11 1.17 Acres			

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE MAIN STREET TITLE COMPANY, LLC WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE MAIN STREET TITLE COMPANY, LLC WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAX PAYER IDENTIFICATION NUMBER. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

  
 \_\_\_\_\_  
 The Harry T. Pratt Living Trust No. 1 dated 2/16/1976

6/4/2013  
 Date

**Instructions for Transferor**

You **MUST** enter your Federal Tax Identification Number above.  
 Sign and return a copy of this form immediately to MAIN STREET TITLE COMPANY, LLC.  
 For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Sales of Business Property, Form 6252, Installment Sales Income, and/or Schedule D (Form 1040), Capital Gains and Losses. You may have to recapture (pay back) all or part of a Federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990, and
- You sold or disposed of your home at a gain during the first 9 years after you received the Federal mortgage subsidy.

This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling Your Home. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523. For Paperwork Reduction Act Notice, see the Instructions for Forms 1099, 1098, 5498, and W-G2. Department of the Treasury - Internal Revenue Service

INFORMATION FOR REAL ESTATE 1099-S REPORT  
FILING AND DESIGNATION AGREEMENT

Section 6045 of the Internal Revenue Code of 1986 requires the reporting of certain information concerning real estate transactions. From the information you provide below, a Form 1099-S will be produced and a copy of it will be furnished to the Internal Revenue Service and the Seller no later than January 31 of the year following the closing of this transaction.

Loan/File Number: 0551-2044  
Buyer/Borrower: City of Sand Springs Taxpayer I.D./Soc.Sec. No. \_\_\_\_\_  
Seller: BOKF DBA Bank of Oklahoma N.A., as Trustee of The Harry T. Pratt Living Trust No. 1, dated February 16, 1976 Taxpayer I.D./Soc.Sec. No. \_\_\_\_\_  
Seller Mailing Address and Telephone Number (as of January 31 of next year)  
P.O. Box 2710, Tulsa, Ok 74101

Transaction Information:

Closing Date: June 7, 2013 Contract Sales Price: \$43,000.00  
Property Description: A tract in NW/4 NW/4 of S26-T19N-R11E, Sand Springs, Tulsa County, Oklahoma

Have taxes been paid in advance?	Yes _____	No <u>X</u>
Will taxes be paid in full to County Treasurer from closing?	Yes _____	No <u>X</u>
Will part of consideration be property or services?	Yes _____	No <u>X</u>
Is the property a <b>Relinquished Property</b> in a § 1031 like-kind exchange?	Yes _____	No <u>X</u>
Was the subject property the Seller's principal residence?	Yes _____	No <u>X</u>

The Agreement designates the party responsible for filing the information return Form 1099-S required by the Internal Revenue Code of 1986 with regard to the referenced real estate transaction. By accepting the responsibility of closing the real estate transaction, Oklahoma Title & Escrow Corporation, 5314 South Yale, Suite 200, Tulsa, Oklahoma, 74135, will function as the Real Estate Broker [as "Real Estate Broker" is defined in Section 6045(e) of the Internal Revenue Code of 1986 and the Regulations thereunder], will report the transaction as required by law, produce a Form 1099-S and provide copies thereof to Seller and the Internal Revenue Service no later than January 31 of the year following the closing of this transaction.

Under penalties of perjury, I/we, the undersigned, certify that the Taxpayer Identification Number(s) designated is/are correct and that the other information is correct to the best of my/our understanding. I/We understand that this information will appear on a Form 1099-S that will be sent to me/us and to the Internal Revenue Service. I/We further agree to the Designation Agreement. This Agreement is dated June 7, 2013.

BUYER/BORROWER:

SELLER:

City of Sand Springs

By: Mike Burdge  
Mike Burdge, Mayor

By: \_\_\_\_\_  
Craig Carson, Vice President of BOKF DBA Bank of Oklahoma N.A., as Trustee of The Harry T. Pratt Living Trust No. 1, dated February 16, 1976

ATTEST

By: Janice L. Almy  
Janice L. Almy, City Clerk



## BUYER'S/BORROWER'S TITLE INSURANCE AFFIDAVIT AND AGREEMENT

The undersigned, being first duly sworn upon oath, deposes and states as follows, under penalty of perjury, represents and warrants, as follows:

1. That all of the persons, firms and corporations who have furnished services, labor or materials at Buyer's/Borrower's request on the property described on Exhibit "A" attached hereto (the "Property"), have been paid in full and that there are no unpaid bills for labor or materials furnished to the Property at Buyer's/Borrower's request.

2. That no chattel mortgages or conditional bills of sale have been given or are now outstanding as to any materials, appliances, fixtures or furnishings placed upon or installed in the aforesaid premises at the request of Buyers/Borrowers and that no financing statements for fixtures or personal property on the Property have been given or filed naming the Buyers/Borrowers as Debtor in the office of the County Clerk of Tulsa, Oklahoma.

3. That there are no unpaid taxes or special assessments levied against the Property, and that there are no taxes or special assessments being levied against the Property which would constitute a lien, other than those of public record.

4. That said premises are subject to only ordinary current leases to tenants now in possession, none of which provides for a term in excess of one year and none of which contains any option to purchase, right of renewal or other unusual provision.

5. That there are no pending or contemplated bankruptcy or other Federal Court proceedings which may affect the Property, nor have Buyers/Borrowers made an assignment for the benefit of creditors which is in effect as to the said premises.

6. That Buyer is not insolvent and is able to pay its own respective debts and obligations as and when the same are due.

7. That the undersigned makes this Title Insurance Affidavit and Agreement for the purpose of inducing Chicago Title Insurance Company ("Chicago") and Oklahoma Title & Escrow Corporation ("OTEC"), the issuing agent for Security (Chicago and OTEC are hereinafter referred to as the "Title Company"), to issue a title guaranty policy on said Property, insuring fee simple record title; and in consideration thereof, the undersigned do hereby, jointly and severally, agree to indemnify and hold Title Company harmless in connection with the affirmative representations contained in Paragraphs 1-5, inclusive, above (except as to the items specifically listed on Exhibit "B") of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which the Title Company shall or may suffer or incur or become liable for because of claims arising out of the representations contained. This indemnity shall apply to any title guaranty policy now issued, or any reissue, renewal or extension thereof, or new policy, at any time issued upon said real estate, part thereof or interests therein, arising, directly or indirectly, out of, or on account of, claims in connection with the enforcement by the Title Company of its rights under this Affidavit and Agreement.

8. That the undersigned, Buyer, make this Affidavit and Agreement for the purpose of inducing Seller to close the purchase of the Property from Buyer, and the undersigned, Buyer, do hereby, jointly and severally, agree to indemnify Seller and the Property and to hold them harmless in connection with the Affirmative representations and warranties contained in Paragraphs 1-8, inclusive, above, of and from any and all loss, cost, damage and expense of every kind, including suit costs and attorneys' fees, which Seller or the Property shall or may suffer or incur or become liable for because of claims arising out of the representations contained herein or on account of claims in connection with the enforcement by Seller of their rights under this Affidavit and Agreement.

Subscribed and sworn under penalty of perjury this June 7, 2013.

"Buyer/Borrower"

City of Sand Springs

By: Mike Burdge  
Mike Burdge, Mayor

ATTEST  
By: Janice L. Almy  
Janice L. Almy, City Clerk

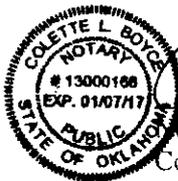
JURAT



STATE OF OKLAHOMA     )  
  )ss.  
COUNTY OF TULSA     )

This instrument was subscribed and sworn to before me on June 7, 2013 by Mike Burdge, Mayor of City of Sand Springs.

My Commission Expires: 01/07/17



Colette L. Boyce  
Notary Public  
Commission No.: 13000166

EXHIBIT "A"

A tract of land in the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Twenty-six (26), Township Nineteen (19) North, Range Eleven (11) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to-wit:

Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4 NW/4) of said Section Twenty-six (26); thence East 309.76 feet; thence Northwest 267.59 feet; thence West 183.4 feet; thence South 240 feet to the Point of Beginning. LESS AND EXCEPT the West 35 feet thereof for street.

EXHIBIT "B"

NONE

June 7, 2013

Riddle & Wimbish, P.C.  
5314 South Yale, Suite 200  
Tulsa, Oklahoma 74135

Oklahoma Title & Escrow Corporation  
5314 South Yale, Suite 200  
Tulsa, Oklahoma 74135

RE: Disclosure of Possible Conflict of Interest  
Your Files: **0551-2044** Title Insurance: **2780**

Gentlemen:

I am a customer of Oklahoma Title & Escrow Corporation (OTEC) having engaged OTEC to act as Escrow Agent for closing the captioned transaction and to provide me with title insurance for the property described as follows:

A tract in NW/4 NW/4 of S26-T19N-R11E, Sand Springs, Tulsa County, Oklahoma

Pursuant to Rule 5.7(a) of the *Oklahoma Rules Of Professional Conduct* for lawyers ("Ethics Rules"), I acknowledge that Riddle & Wimbish, P.C. (the "Law Firm") has common ownership and control with Oklahoma Title & Escrow Corporation ("OTEC") and may realize a financial benefit from revenues generated by OTEC. I acknowledge that, unless I was otherwise given written notice by the Law Firm to the contrary, I was and am not a client of the Law Firm and the "Ethics Rules" do not apply to OTEC's services.

I acknowledge that my use alone of the services provided by OTEC does not make me a client of the Law Firm, and that under the Ethics Rules the protections of an attorney-client relationship with members of the Law Firm or with the members of OTEC's staff did not apply unless I was a Law Firm client. The protections of the attorney-client relationship include among other things: (i) the attorney-client privilege of the confidentiality of my communications (though I did have the protections set forth in OTEC's standard confidentiality statement, which I received); (ii) the prohibition against representation of persons with conflicting interests; and (iii) the obligation for you to maintain professional independence.

Sincerely yours,

City of Sand Springs

By: Mike Burdge  
Mike Burdge, Mayor

ATTEST:

By: Janice L. Almy  
Janice L. Almy, City Clerk



## **RIDDLE & WIMBISH**

*Attorneys at Law*  
5314 South Yale, Suite 200  
Tulsa, Oklahoma 74135

Richard W. Riddle  
rriddle@riddlewimbish.com  
John B. Wimbish  
jwimbish@riddlewimbish.com

(918) 494-3770  
FAX (918) 492-5264

### **RULE 5.7(a) NOTICE THAT OTEC'S SERVICES ARE NOT LEGAL SERVICES**

**Riddle & Wimbish, P.C. (the "Law Firm") is required to make the following disclosures pursuant to Rule 5.7(a) of the *Oklahoma Rules Of Professional Conduct* for lawyers (the "Rules").**

The Law Firm has common ownership and control with Oklahoma Title & Escrow Corporation ("OTEC"). Therefore, because members of the Law Firm have a financial interest in OTEC the members may realize a financial benefit from revenues generated by OTEC, including, without limitation, fees for settlement services, title insurance policy premiums, and fees for qualified intermediary services provided by OTEC under Internal Revenue Code §1031 Exchanges. Unless you are otherwise given written notice by the Law Firm to the contrary, the services provided by OTEC are not legal services, and the Rules do not apply.

Your use of the services provided by OTEC does not make you a client of the Law Firm; and, unless you are otherwise given written notice to the contrary by the Firm, you, therefore, will not have the protections of a client-lawyer relationship with members of the Law Firm or with members of OTEC's staff. The protections of the client-lawyer relationship that you will not have include among other things: (i) the protection of the client-attorney privilege to maintain the confidentiality of your communications with persons working on your transaction; (ii) the prohibition against representation of persons with conflicting interests; (iii) the obligation to you to maintain professional independence; and (iv) the Rules in general.

The above notwithstanding, the Gramm-Leach-Bliley Act Notice regarding the Privacy of Consumer Financial Information that is given to you by OTEC in a separate notice will still apply.

If you have any questions concerning the disclosures set out in this Notice, you are welcome to inquire of OTEC's staff or any member of the Law Firm and to receive a further explanation of these matters.

COMPLIANCE AGREEMENT

IN RE: A tract in NW/4 NW/4 of S26-T19N-R11E, Sand Springs, Tulsa County, Oklahoma

In consideration of disbursing funds for the Closing of the above-described property, Buyer/Borrower and Seller agree that upon the request of Oklahoma Title & Escrow Corporation ("OTEC") (including persons acting on behalf of OTEC) or Settlement Agent, Buyer/Borrower and Seller will comply with OTEC's reasonable request to:

- 1. Execute, acknowledge and deliver whatever additional documentation may be required;
- 2. Correct, acknowledge and deliver any documents already signed;
- 3. Supply requested additional documentation: and/or
- 4. Pay to OTEC any additional money which was not collected at closing.

Any request by OTEC (including persons acting on behalf of OTEC) or Settlement Agent for any additional documents or for corrections shall be *Prima Facie* evidence of the necessity for same. A written statement from OTEC or Settlement Agent addressed to Buyer/Borrower and/or Seller at the address shown below and shall be considered conclusive evidence of the necessity for said additional document or corrections.

DATED June 7, 2013.

City of Sand Springs

By: Mike Burdge  
Mike Burdge, Mayor

By: Craig Carson  
Craig Carson, Vice President of BOKF DBA  
Bank of Oklahoma N.A., as Trustee of The  
Harry T. Pratt Living Trust No. 1, dated  
February 16, 1976

ATTEST:

By: Janice L. Almy  
Janice L. Almy, City Clerk

By: \_\_\_\_\_

Buyer's Address:  
P.O. Box 338, Sand Springs, Ok 74063

Seller's Address:  
P.O. Box 2710, Tulsa, Ok 74101



Realtor: N/A  
Property: A tract in NW/4 NW/4 of S26-T19N-R11E, Sand Springs, Tulsa County, Oklahoma

### **CLOSING ACKNOWLEDGMENT AND RELEASE**

The undersigned Buyer/Borrower and Seller hereby acknowledge, understand and agree that: they have been furnished a copy of the settlement/closing statement provided by Oklahoma Title & Escrow Corporation and that they have personally examined the closing statement and accept the contents as being accurate.

The Buyer/Borrower, as part of the closing of purchase of the property, does hereby acknowledge and certify to the Seller, the Listing Broker and Selling Broker, if any, as follows:

**Inspection:** Buyer/Borrower has either inspected the property in accordance with the contract or by acceptance of the deed to the property, Buyer/Borrower waives Buyer's/Borrower's's right to inspect. In either event the property is accepted in its present condition.

**Termite Certificate:** Buyer/Borrower hereby acknowledges receipt of a current termite clearance certificate covering the property issued by N/A.

**Waiver and Release:** Buyer/Borrower hereby waives all claims to repair, replace or remedy any defects in the property and does hereby forever release and discharge the Seller, the Listing Broker and the Selling Broker, if any, their respective agents, employees, representatives, subagents and co-brokers from all claims, demands, charges, losses and liability whatsoever arising out of claims which result from unpaid bills for labor performed on or materials delivered to the property during the four (4) months prior to closing. This release does not relieve the builder of any new construction on the property from such builder's warranty, or warranties on appliances, according to the contract.

**Binding Effect:** This release is binding upon the Buyer/Borrower, the personal representatives, heirs, assigns and successors of Buyer/Borrower. This release shall insure to the benefit of the Seller, the Listing Broker and the Selling Broker and their respective personal representatives, heirs, assigns and successors.

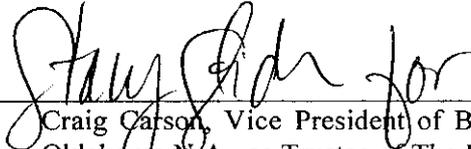
Seller warrants that:

S/He has disclosed in full to the Buyer/Borrower any known defect and/or other material information relating to the above described property, and the property has not been affected by flood or storm run-off water.

There are no unpaid debts incurred by Seller prior to or on the date of closing which could result in a lien being placed on the property.

Subscribed and sworn under penalty of perjury this June 7, 2013.

"Seller"

By:   
Craig Carson, Vice President of BOKF DBA Bank of Oklahoma N.A., as Trustee of The Harry T. Pratt Living Trust No. 1, dated February 16, 1976

JURAT

STATE OF OKLAHOMA     )  
  )ss.  
COUNTY OF TULSA        )

This instrument was subscribed and sworn to before me on this June 7, 2013 by Craig Carson, Vice President of BOKF DBA Bank of Oklahoma N.A., as Trustee of The Harry T. Pratt Living Trust No. 1, dated February 16, 1976.

My Commission Expires: 04/21/2016

\_\_\_\_\_  
Meagan Arnold, Notary Public  
Commission No.: 08004390

## EXHIBIT "A"

A tract of land in the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Twenty-six (26), Township Nineteen (19) North, Range Eleven (11) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to-wit:

Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4 NW/4) of said Section Twenty-six (26); thence East 309.76 feet; thence Northwest 267.59 feet; thence West 183.4 feet; thence South 240 feet to the Point of Beginning. LESS AND EXCEPT the West 35 feet thereof for street.

EXHIBIT "B"

NONE

AFFIDAVIT OF NON-FOREIGN STATUS

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned Notary Public, on June 7, 2013, personally appeared Craig Carson, Vice President of BOKF DBA Bank of Oklahoma N.A., as Trustee of The Harry T. Pratt Living Trust No. 1, dated February 16, 1976 who, after being by me first duly sworn according to law, upon oath depose and say(s) as follows:

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform City of Sand Springs, ("Transferee") that withholding of tax is not required upon disposition of a United States real property interest by BOKF DBA Bank of Oklahoma N.A., as Trustee of The Harry T. Pratt Living Trust No. 1, dated February 16, 1976, ("Transferor"), the undersigned does hereby certify the following on behalf of Transferor:

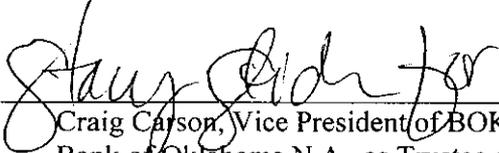
1. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. Transferor's address is P.O. Box 2710, Tulsa, Ok 74101.

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, we declare that we have examined this certification and to the best of our knowledge and belief, it is true, correct, and complete; and we further declare that we have authority to sign this document on behalf of Transferor.

Affiants recognize that Transferee and other persons will rely on this Affidavit and the accuracy of the matters set forth herein.

"AFFIANT(S)"

By:   
Craig Carson, Vice President of BOKF DBA  
Bank of Oklahoma N.A., as Trustee of The  
Harry T. Pratt Living Trust No. 1, dated February 16, 1976

JURAT

Subscribed and sworn to before me June 7, 2013.

My Commission Expires: 04/21/2016

  
\_\_\_\_\_  
Meagan Arnold, Notary Public  
Commission No.: 08004390

# SELLER'S

## POST CLOSING CONTACT INFORMATION

SELLER: **The Hary T. Pratt Living Trust No. 1 dated 2/16/1976**  
**c/o BOK Trustee, by Craig Carson Vice President**

Daytime phone: 918.293.7973

E-mail: ccarson@bokf.com

SELLER:

Daytime phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Forwarding Address:

P.O. BOX 2710

Tulsa, OK 74101-2710



## MEMORANDUM OF TRUST

The undersigned duly authorized representative of Bank of Oklahoma, a division of BOKF, NA, (formerly Bank of Oklahoma, N.A.) hereby affirms the following facts:

- 1) That Harry T. Pratt died on April 8, 1977;
- 2) That Harry T. Pratt was the Trustor of the Harry T. Pratt Living Trust No. 1 dated February 16, 1976.
- 3) That Bank of Oklahoma was the initial and sole trustee of the Harry T. Pratt Living Trust No. 1 dated February 16, 1976 and continues to serve as trustee;
- 4) That pursuant to Order Allowing Final Account Determining Heirs and Final Decree of Distribution filed December 19, 1979 In the Matter of the Estate of Harry T. Pratt, Deceased, Case No. P 77-378 In the District Court in and For Tulsa County, State of Oklahoma, the Court found that the necessary estate tax returns were filed with the Oklahoma Tax Commission and the Internal Revenue Service, the tax shown due thereon was paid, the Internal Revenue Service issued its estate tax closing letter, and the Oklahoma Tax Commission entered its order of assessment and its receipt from the estate for all taxes due.

Executed on the 28 day of May, 2013.

By: \_\_\_\_\_

Vice President & Trust Officer  
Bank of Oklahoma, a division of BOKF, NA

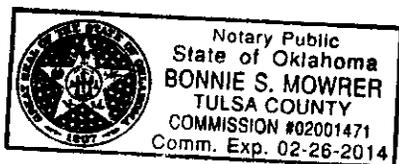
State of Oklahoma    )  
                                  )     ss  
County of Tulsa     )

This instrument was acknowledged before me on the 28<sup>th</sup> day of May, 2013 by Ry Whiteman, Vice President & Trust Officer of BOKF, NA.

Bonnie S. Mowrer  
Signature of Notary

02001471  
Comm #

My commission expires: 2-26-2014



Doc. Stamps: \$  
Physical Address: Vacant Land, Sand Springs, OK  
Mailing Address:

**TRUSTEE'S DEED**

THIS INDENTURE, made this 4<sup>th</sup> day of June, 2013, between, **BOKF dba Bank of Oklahoma, N.A., Trustee of the Harry T. Pratt Living Trust No. 1, dated February 16, 1976**, party of the first part, hereinafter referred to as Grantor, and **City of Sand Springs**, party of the second part, hereinafter referred to as Grantee.

WITNESSETH, that in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations, receipt of which is hereby acknowledged, said Grantor does, by these presents, grant, bargain, sell and convey unto said Grantee, its heirs and assigns the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

**A tract of land in the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Twenty-six (26), Township Nineteen (19) North, Range Eleven (11) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to wit.**

**Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4 NW/4) of said Section Twenty-six (26); thence East 309.76 feet; thence Northwest 267.59 feet; thence West 183.4 feet; thence South 240 feet to the Point of Beginning. LESS AND EXCEPT the West 35 feet thereof for street.**

TO HAVE AND TO HOLD the above described real estate to the said Grantee and said Grantee's successors and assigns forever; and Grantor, as such Trustee, and not for themselves individually, covenants that said premises are free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens or encumbrances made or suffered by said Grantor except taxes and assessments. This conveyance is made without warranty, express or implied.

Except covenants, conditions, easements, restrictions and mineral conveyances of record.

IN WITNESS WHEREOF, the Trustees have hereunto set their hands as of the day and year above written.

**The Harry T. Pratt Living Trust No. 1, dated February 16, 1976**

Craig Carson  
**BOKF dba Bank of Oklahoma N.A.,  
Trustee by Craig Carson, Vice President**

**TRUSTEE'S ACKNOWLEDGEMENT**

STATE OF OKLAHOMA     )  
  )SS.  
COUNTY OF TULSA     )

This instrument was acknowledged before me this 4<sup>th</sup> day of June, 2013, by **BOKF dba Bank of Oklahoma, N.A. by its Vice President, Craig Carson, Trustees of the Harry T. Pratt Living Trust No. 1, dated February 16, 1976**, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed as the Trustees of said trust, for the purposes therein set forth.

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



[Signature]

C.L. Paulick, #08002762  
Notary Public for the State of Oklahoma  
My commission expires: 03/07/2016





**AFFIDAVIT OF SPECIAL ASSESSMENTS**

STATE OF OKLAHOMA )  
 ) ss  
COUNTY OF )

The undersigned, being first duly sworn, upon oath, make the following statements:

- 1. That he/she/they is/are the seller(s) or sole owner(s) of fee simple title and is/are in possession of the premises described as:

**A tract of land in the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Twenty-six (26), Township Nineteen (19) North, Range Eleven (11) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to wit.**

**Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4 NW/4) of said Section Twenty-six (26); thence East 309.76 feet; thence Northwest 267.59 feet; thence West 183.4 feet; thence South 240 feet to the Point of Beginning. LESS AND EXCEPT the West 35 feet thereof for street.,**

- 2. That there are no special assessments due and owing to the city or town in which the subject property is located.
- 3. That the undersigned make the above statements for the purpose of: (a) inducing the lender to make final disbursement of the proceeds of its loan; and (b) to induce Main Street Title Company, LLC to issue a title insurance policy or policies.

In Witness Whereof, I/we have executed this statement this 6/4/2013.

Harry T. Pratt Living Trust No. 1 dated 2/16/76

BY: [Signature]  
BOKF dba Bank of Oklahoma N.A.  
Trustee by Craig Carson, Vice President

Subscribed and sworn to before me the year and date above written.

[Signature]  
Notary Public

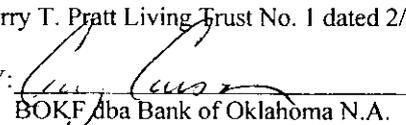


**AUTHORIZATION FOR SELLER**

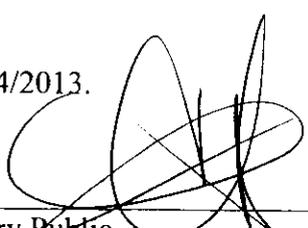
I/We hereby authorize **MAIN STREET TITLE COMPANY, LLC** to act as my/our agent by signing any additional documents needed for the real estate closing of the property located at:

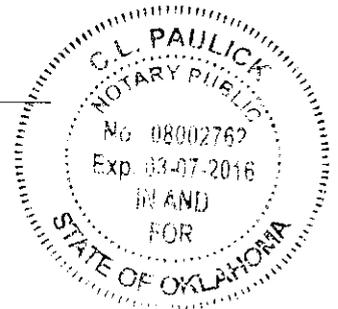
**MAIN STREET TITLE COMPANY, LLC** is authorized to pick up and forward my/our proceeds on to me/us.

Harry T. Pratt Living Trust No. 1 dated 2/16/76

BY:   
BOKE dba Bank of Oklahoma N.A.  
Trustee by Craig Carson, Vice President

Subscribed and sworn to before me this 6/4/2013.

  
\_\_\_\_\_  
Notary Public



June 7, 2013

Riddle & Wimbish, P.C.  
5314 South Yale, Suite 200  
Tulsa, Oklahoma 74135

Oklahoma Title & Escrow Corporation  
5314 South Yale, Suite 200  
Tulsa, Oklahoma 74135

RE: Disclosure of Possible Conflict of Interest  
Your Files: **0551-2044** Title Insurance: **2780**

Gentlemen:

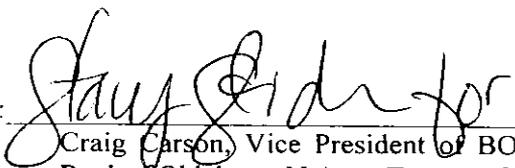
I am a customer of Oklahoma Title & Escrow Corporation (OTEC) having engaged OTEC to act as Escrow Agent for closing the captioned transaction and to provide me with title insurance for the property described as follows:

A tract in NW/4 NW/4 of S26-T19N-R11E, Sand Springs, Tulsa County, Oklahoma

Pursuant to Rule 5.7(a) of the *Oklahoma Rules Of Professional Conduct* for lawyers ("Ethics Rules"), I acknowledge that Riddle & Wimbish, P.C. (the "Law Firm") has common ownership and control with Oklahoma Title & Escrow Corporation ("OTEC") and may realize a financial benefit from revenues generated by OTEC. I acknowledge that, unless I was otherwise given written notice by the Law Firm to the contrary, I was and am not a client of the Law Firm and the "Ethics Rules" do not apply to OTEC's services.

I acknowledge that my use alone of the services provided by OTEC does not make me a client of the Law Firm, and that under the Ethics Rules the protections of an attorney-client relationship with members of the Law Firm or with the members of OTEC's staff did not apply unless I was a Law Firm client. The protections of the attorney-client relationship include among other things: (i) the attorney-client privilege of the confidentiality of my communications (though I did have the protections set forth in OTEC's standard confidentiality statement, which I received); (ii) the prohibition against representation of persons with conflicting interests; and (iii) the obligation for you to maintain professional independence.

Sincerely yours,

By:   
Craig Carson, Vice President of BOKF DBA  
Bank of Oklahoma N.A., as Trustee of The Harry  
T. Pratt Living Trust No. 1, dated February 16,  
1976

# RIDDLE & WIMBISH

*Attorneys at Law*  
5314 South Yale, Suite 200  
Tulsa, Oklahoma 74135

Richard W. Riddle  
rriddle@riddlewimbish.com  
John B. Wimbish  
jwimbish@riddlewimbish.com

(918) 494-3770  
FAX (918) 492-5264

## **RULE 5.7(a) NOTICE THAT OTEC'S SERVICES ARE NOT LEGAL SERVICES**

**Riddle & Wimbish, P.C. (the "Law Firm") is required to make the following disclosures pursuant to Rule 5.7(a) of the *Oklahoma Rules Of Professional Conduct* for lawyers (the "Rules").**

The Law Firm has common ownership and control with Oklahoma Title & Escrow Corporation ("OTEC"). Therefore, because members of the Law Firm have a financial interest in OTEC the members may realize a financial benefit from revenues generated by OTEC, including, without limitation, fees for settlement services, title insurance policy premiums, and fees for qualified intermediary services provided by OTEC under Internal Revenue Code §1031 Exchanges. Unless you are otherwise given written notice by the Law Firm to the contrary, the services provided by OTEC are not legal services, and the Rules do not apply.

Your use of the services provided by OTEC does not make you a client of the Law Firm; and, unless you are otherwise given written notice to the contrary by the Firm, you, therefore, will not have the protections of a client-lawyer relationship with members of the Law Firm or with members of OTEC's staff. The protections of the client-lawyer relationship that you will not have include among other things: (i) the protection of the client-attorney privilege to maintain the confidentiality of your communications with persons working on your transaction; (ii) the prohibition against representation of persons with conflicting interests; (iii) the obligation to you to maintain professional independence; and (iv) the Rules in general.

The above notwithstanding, the Gramm-Leach-Bliley Act Notice regarding the Privacy of Consumer Financial Information that is given to you by OTEC in a separate notice will still apply.

If you have any questions concerning the disclosures set out in this Notice, you are welcome to inquire of OTEC's staff or any member of the Law Firm and to receive a further explanation of these matters.

Office of City Manager

JUN 11 2013

City of Sand Springs

**OKLAHOMA TITLE & ESCROW CORPORATION**

Suite 200, Park Towers  
5314 South Yale  
Tulsa, Oklahoma 74135  
(918) 494-3966  
Fax (918) 492-5264  
www.oklahomatitle.com

June 7, 2013

City of Sand Springs  
Attn: Janice Almy  
P.O. Box 338  
Sand Springs, Ok 74063

Re: Purchase of property located at 1.17 Acres in the NW/4 NW/4 of S26-  
T19N-R11E, Tulsa County, OK  
Our File No: 0551-2044

Dear Janice:

In connection with the above referenced transaction, please find enclosed a closing package containing the executed documents for your records.

Feel free to contact our office with any questions or concerns. Thank you for allowing our office to handle this transaction.

Yours very truly,

OKLAHOMA TITLE & ESCROW CORPORATION



Meagan Arnold  
*Real Estate Closer*

/ma  
Enclosures

**SELLER'S CLOSING STATEMENT**  
**OKLAHOMA TITLE & ESCROW CORPORATION ("OTEC")**  
**FILE NO:0551-2044**  
**DATE: June 7, 2013**

<b>SELLER:</b> Bank of Oklahoma, N.A. as Trustee of the Harry T. Pratt Living Trust No. 1, dated 16-Feb-76	<b>BUYER:</b> City of Sand Springs	
<b>PROPERTY:</b> A tract in NW/4 NW/4 of S26-T19N-R11E, Tulsa County, Oklahoma		
<b>EXPLANATION</b>	<b>DEBITS</b>	<b>CREDITS</b>
<b>Sales Prices:</b>		43,000.00
<b>Pro-Rations:</b> 2013 Ad Valorem Taxes: 1/1/13-6/7/13	70.56	
<b>Expenses:</b> Closing Fee: Main Street Title Abstracting: Tulsa Abstract & Title Co. Transmittal Fee: Oklahoma Title & Escrow Corporation	150.00 600.00 35.00	
<b>Disbursements:</b> Record Memorandum of Trust: Tulsa County Clerk	13.00	
<b>Amount Due to Seller:</b>	42,131.44	
<b>Total:</b>	43,000.00	43,000.00

Seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year all necessary adjustments must be made between Purchaser and Seller direct. The undersigned hereby authorizes OKLAHOMA TITLE & ESCROW CORPORATION to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

**BUYER'S CLOSING STATEMENT**  
**OKLAHOMA TITLE & ESCROW CORPORATION ("OTEC")**  
 FILE NO:0551-2044  
 DATE: June 7, 2013

<b>SELLER:</b> Bank of Oklahoma, N.A. as Trustee of the Harry T. Pratt Living Trust No. 1, dated 16-Feb-76		<b>BUYER:</b> City of Sand Springs	
<b>PROPERTY:</b> A tract in NW/4 NW/4 of S26-T19N-R11E, Tulsa County, Oklahoma			
EXPLANATION	DEBITS	CREDITS	
<b>Sales Prices:</b>	43,000.00		
<b>Pro-Rations:</b> 2013 Ad Valorem Taxes: 1/1/13-6/7/13			70.56
<b>Expenses:</b>			
Closing Fee: Oklahoma Title & Escrow Corporation	150.00		
Title Exam: Riddle & Wimbish, P.C.	350.00		
Title Insurance: Oklahoma Title & Escrow Corporation	292.15		
Final Title Report/Exam: Riddle & Wimbish, P.C.	200.00		
Transmittal Fee: Oklahoma Title & Escrow Corporation	35.00		
<b>Disbursements:</b>			
Record Deed: Tulsa County Clerk	13.00		
<b>Amount Due from Buyer:</b>			43,969.59
<b>Total:</b>	44,040.15		44,040.15

Buyer understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Buyer understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year all necessary adjustments must be made between Purchaser and Seller direct. The undersigned hereby authorizes OKLAHOMA TITLE & ESCROW CORPORATION to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

**BUYER:**  
City of Sand Springs

OKLAHOMA TITLE & ESCROW CORPORATION

By: Mike Burdge  
Mike Burdge, Mayor

By: Meagan Arnold  
Meagan Arnold, Real Estate Specialist

**ATTEST**  
By: Janice L. Almy  
Janice L. Almy, City Clerk



Buyer/Borrower and Seller acknowledge that they have been made aware of the availability of, and the terms and conditions of, a one-year home warranty.

BUYER/BORROWER:

SELLER:

City of Sand Springs

By: Mike Burdge  
Mike Burdge, Mayor

By: Craig Carson  
Craig Carson, Vice President of BOKF DBA  
Bank of Oklahoma N.A., as Trustee of The Harry  
T. Pratt Living Trust No. 1, dated February 16,  
1976

ATTEST:

By: Janice L. Almy  
Janice L. Almy, City Clerk



Seller's Forwarding Address P.O. Box 2710, Tulsa, Ok 74101

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File No: 0551-2044      Loan No:      Date: June 7, 2013

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**WAIVER OF SURVEY AND ACKNOWLEDGMENT WITH HOLD HARMLESS**

OTEC File No: 0551-2044

**Legal Description:**

A tract of land in the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Twenty-six (26), Township Nineteen (19) North, Range Eleven (11) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to-wit:

Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4 NW/4) of said Section Twenty-six (26); thence East 309.76 feet; thence Northwest 267.59 feet; thence West 183.4 feet; thence South 240 feet to the Point of Beginning. LESS AND EXCEPT the West 35 feet thereof for street. ("Property")

I, Mike Burdge, Mayor of City of Sand Springs, hereby certify that we have elected to not receive a survey/mortgage inspection plat of the Property.

I state that we are accepting title and possession of the Property without requiring the removal or alteration of any of the Survey Exceptions and hereby save and hold Oklahoma Title & Escrow Corporation and Chicago Title Insurance Company from any and all costs and expenses, including but not limited to attorney fees and court costs, in any way arising from the Survey Exceptions. I further certify that we are not relying on any representation or warranties of the Lender as to conditions of title to the Property or the existence of any easements or encroachments thereon.

Dated: June 7, 2013

City of Sand Springs



By: Mike Burdge  
Mike Burdge, Mayor

ATTEST:  
Janice L. Almy  
Janice L. Almy, City Clerk

## SELLER'S TITLE INSURANCE AFFIDAVIT AND AGREEMENT

The undersigned, being first duly sworn upon oath, deposes and states as follows, under penalty of perjury, represents and warrants, as follows:

1. That all of the persons, firms and corporations who have furnished services, labor or materials at Seller(s) request on the property described on Exhibit "A" attached hereto (the "Property"), have been paid in full and that there are no unpaid bills for labor or materials furnished to the Property at Seller(s) request.

2. That no chattel mortgages or conditional bills of sale have been given or are now outstanding as to any materials, appliances, fixtures or furnishings placed upon or installed in the aforesaid premises at the request of Seller(s) and that no financing statements for fixtures or personal property on the Property have been given or filed naming the Seller(s) as Debtor in the office of the County Clerk of Tulsa, Oklahoma.

3. That there are no unpaid taxes or special assessments levied against the Property, and that there are no taxes or special assessments being levied against the Property which would constitute a lien, other than those of public record.

4. That said premises are subject to only ordinary current leases to tenants now in possession, none of which provides for a term in excess of one year and none of which contains any option to purchase, right of renewal or other unusual provision.

5. That there are no pending or contemplated bankruptcy or other Federal Court proceedings which may affect the Property, nor have Seller(s) made an assignment for the benefit of creditors which is in effect as to the said premises.

6. That Seller is not insolvent and is able to pay its respective debts and obligations as and when the same are due.

7. That the undersigned makes this Title Insurance Affidavit and Agreement for the purpose of inducing Chicago Title Insurance Company ("Chicago") and Oklahoma Title & Escrow Corporation ("OTEC"), the issuing agent for Security (Chicago and OTEC are hereinafter referred to as the "Title Company"), to issue a title guaranty policy on said Property, insuring fee simple record title; and in consideration thereof, the undersigned do hereby, jointly and severally, agree to indemnify and hold Title Company harmless in connection with the affirmative representations contained in Paragraphs 1-5, inclusive, above (except as to the items specifically listed on Exhibit "B") of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which the Title Company shall or may suffer or incur or become liable for because of claims arising out of the representations contained. This indemnity shall apply to any title guaranty policy now issued, or any reissue, renewal or extension thereof, or new policy, at any time issued upon said real estate, part thereof or interests therein, arising, directly or indirectly, out of, or on account of, claims in connection with the enforcement by the Title Company of its rights under this Affidavit and Agreement.

8. That the undersigned, Seller, make this Affidavit and Agreement for the purpose of inducing Buyer to close the purchase of the Property from Seller, and the undersigned, Seller, do hereby, jointly and severally, agree to indemnify Buyer and the Property and to hold them harmless in connection with the Affirmative representations and warranties contained in Paragraphs 1-8, inclusive, above, of and from any and all loss, cost, damage and expense of every kind, including suit costs and attorneys' fees, which Buyer or the Property shall or may suffer or incur or become liable for because of claims arising out of the representations contained herein or on account of claims in connection with the enforcement by Buyer of their rights under this Affidavit and Agreement.

**OKLAHOMA TITLE & ESCROW CORPORATION**

5314 S. YALE, STE 200  
TULSA, OKLAHOMA 74135  
(918) 494-3966  
Fax (918) 492-5264

Tax Amount: \$163.00

Brief Legal: A tract in NW/4 NW/4 of S26-T19N-R11E, Sand Springs, Tulsa County, Oklahoma

**TAX PRORATION AGREEMENT**

It is hereby understood and agreed by the Buyer/Borrower and Seller of the above property that the tax prorations were based on figures provided to Oklahoma Title & Escrow Corporation (Escrow Agent) by others either in writing or verbally. Escrow Agent assumes no liability for the correctness or accuracy thereof for the purpose of the tax prorations.

Escrow Agent has prorated taxes based on either (1) estimates for the coming year, or (2) previous or current year's tax figures. Buyer/Borrower and Seller accept the prorations as set forth on the Closing Statements, and agree and consent to make all adjustments between themselves upon receipt of actual tax figures, and agree to hold Escrow Agent, its underwriter, Security Union Title Insurance Company ("Security Union"), and any Lender harmless from any liabilities or responsibilities in this regard, including but not limited to rollback or supplemental taxes which may be recaptured or assessed by reason of (1) a change in the use or ownership; (2) subsequent reassessment of previously omitted improvements; or (3) a determination of additional acreage or area.

Seller recognizes and accepts full and complete responsibility for all taxes through the date of closing of the subject transaction. Should any taxes, penalties, interest, collection costs, or any other costs collected through the taxing authorities, other than those collected at closing, become due and payable, Seller agrees to make full payment to the appropriate taxing authority and/or to reimburse Escrow Agent, Buyer/Borrower or Security Union for any such expenditure either incurs.

Buyer/Borrower recognizes and accepts full and complete responsibility for current year taxes. Buyer/Borrower agrees to notify all taxing authorities of the change in ownership of the subject property to assure proper receipt of future tax notices. Any adjustments in the amount of taxes paid by Buyer/Borrower to his/her Lender, or held in escrow by his/her Lender for payment of taxes, shall be adjusted between Buyer/Borrower and their Lender, and Seller and Escrow Agent and Security Union shall have no liability or responsibility therefor.

The undersigned enter into this Agreement for the purpose of inducing Escrow Agent & Security Union to issue a title insurance policy on the property. The undersigned do hereby jointly and severally agree to indemnify and hold Escrow Agent and Security Union harmless in connection with the payment of the current year's taxes of and from any and all loss, cost, damage and expense of every kind, including court costs and attorney fees, for which Escrow Agent or Security Union may suffer or become liable because of claims arising out of the non-payment of the current year's ad valorem taxes.

BUYER/BORROWER:

City of Sand Springs

By: Mike Burdge  
Mike Burdge, Mayor

SELLER:

By: Craig Carson  
Craig Carson, Vice President of BOKF DBA Bank of Oklahoma N.A., as Trustee of The Harry T. Pratt Living Trust No. 1, dated February 16, 1976

ATTEST:

By: Janice L. Almy  
Janice L. Almy, City Clerk



File No: 0551-2044      Loan No:      Date: June 7, 2013

# **OKLAHOMA TITLE & ESCROW CORPORATION**

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Suite 200, Park Towers  
5314 South Yale  
Tulsa, Oklahoma 74135  
(918) 494-3966  
Fax (918) 492-5264

## **GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE**

Dated: June 7, 2013

Pursuant to the Gramm-Leach-Bliley Act, Public Law Number 106-102, and the rule issued by the Federal Trade Commission regarding the Privacy of Consumer Financial Information, 16 Code of Federal Regulations Part. organizations such as Oklahoma Title & Escrow Corporation ("OTEC") which provide real estate closing services or tax planning services to their customers are categorized as financial service providers and are required to provide written notices to certain customers regarding disclosure of non-public personal information.

In the process of handling your transaction, and with your authorization, OTEC collects non-public information about you from you and from third parties such as accountants, banking institutions, and others. OTEC does not disclose any non-public personal information about our customers or former customers to anyone except as permitted by law, or as authorized by that customer. If OTEC is authorized by you, or if it is reasonably necessary to handle or complete your transaction, OTEC may disclose non-public personal information to unrelated third parties. Such unrelated third parties would include, without limitation, accountants, financial advisors, insurance agents, or government authorities. OTEC restricts access to non-public personal information about you to those staff members who need to know the information in order to provide the services to you for which you engaged OTEC. OTEC maintains physical, electronic, and procedural safeguards that comply with Federal Regulations to guard your non-public personal information.

Sincerely,

OKLAHOMA TITLE & ESCROW CORPORATION  
and all of its subsidiary limited liability companies

City of Sand Springs  
GO Bond Historical Spending  
As of October 13, 2017

	Proposition	Project	GO Bond Funding	Other Funding	Total Funds Available	Total Spending	Remaining Funds	Property Description
<b>2014 GO Bond</b>	Prop 3- Park Improvements	Park Improvements	1,835,820	262,590	2,098,410	2,042,593	55,817	
		Golf Course Improvements	72,469	1,821	74,290	74,290	-	
		Museum Improvements	328,525		328,525	319,610	8,915	
		Keystone Ancient Forest Improvements	48,312		48,312	11,680	36,632	
		Legal and Admin Costs	79,874	(1,821)	78,053	76,781	1,272	
		<b>Total 2014 GO Bond</b>		<b>\$ 2,365,000</b>	<b>\$ 262,590</b>	<b>\$ 2,627,590</b>	<b>\$ 2,524,954</b>	<b>\$ 102,636</b>
<b>2006 GO Bond</b>	Municipal Fire Department	Response Pumpers	70,000	-	70,000	70,000	-	
		Fire Station Land Acquisition	180,000	11	180,011	180,011	-	(1) NW/4 NW/4 S26 T19N R11E (2) NE/4 S9 T19N R11E
			<b>\$ 250,000</b>	<b>\$ 11</b>	<b>\$ 250,011</b>	<b>\$ 250,011</b>	<b>\$ -</b>	
	Street Improvements	Street Overlays	1,150,000	247,749	1,397,749	1,397,749	-	
		Main/ Broadway Street Improvements	310,000	110,845	420,845	420,845	-	
		Street Vehicles & Improvements	350,000	(3,368)	346,632	346,632	-	
			<b>\$ 1,810,000</b>	<b>\$ 355,225</b>	<b>\$ 2,165,225</b>	<b>\$ 2,165,225</b>	<b>\$ -</b>	
	Community Center	Community Center	4,300,000	389,725	4,689,725	4,689,725	-	1050 W Wekiwa Rd
	<b>Total 2006 GO Bond</b>		<b>\$ 6,360,000</b>	<b>\$ 744,962</b>	<b>\$ 7,104,962</b>	<b>\$ 7,104,962</b>	<b>\$ -</b>	
	<b>2003 GO Bond</b>	Public Safety	Early Warning Sirens	320,000.00	170	320,170	289,853.06	30,317
Early Warning Sirens			-	-	-	30,148.00	(30,148)	
Radios & Comp Data Syst			621,000.00	-	621,000	621,699.76	(700)	
First Responder Vehicle			275,000.00	-	275,000	272,313.68	2,686	
Fire Engine Pumping App			325,000.00	-	325,000	301,284.85	23,715	
Flood Mitigation			565,000.00	1,687,887	2,252,887	2,252,448.33	439	
Fire Rescue Equipment			-	-	-	26,309.42	(26,309)	
			<b>\$ 2,106,000</b>	<b>\$ 1,688,057</b>	<b>\$ 3,794,057</b>	<b>\$ 3,794,057</b>	<b>\$ (0)</b>	
Public Works		Street Resurfacing	981,000	-	981,000	737,509	243,491	
		Master Drainage Plan	300,000	-	300,000	300,000	-	
		Street Reconstruction	698,000	6,403	704,403	947,893	(243,491)	
			<b>\$ 1,979,000</b>	<b>\$ 6,403</b>	<b>\$ 1,985,403</b>	<b>\$ 1,985,403</b>	<b>\$ -</b>	
Culture & Recreation		City-wide Park Impr	950,000	-	950,000	911,581	38,419	
		Park Land Acquisition	300,000	1,200	301,200	301,200	-	
		GC Irrigation Supply Ln	455,000	-	455,000	411,037	43,963	
		Museum Building Impr	400,000	417	400,417	482,799	(82,382)	
		Page Park Tennis Courts	-	121,833	121,833	121,833	-	
			<b>\$ 2,105,000</b>	<b>\$ 123,450</b>	<b>\$ 2,228,450</b>	<b>\$ 2,228,450</b>	<b>\$ -</b>	
<b>Total 2003 GO Bond</b>			<b>\$ 6,190,000</b>	<b>\$ 1,817,910</b>	<b>\$ 8,007,910</b>	<b>\$ 8,007,910</b>	<b>\$ (0)</b>	