

Bird Creek Ranch

LAND AUCTION

Tulsa County, Oklahoma

440[±] acres
offered in
15 tracts

OCTOBER 27
TUESDAY • 6PM

held at the Bailey Education Foundation Auditorium, Owasso, OK • online bidding available

from 10 to 80 acres

Owasso & Sperry schools

10 miles from Tulsa's Central Business District

quality grasslands, gently rolling topography & numerous ponds



INFORMATION BOOKLET



800.451.2709 | schraderauction.com

 **SCHRADER**
Real Estate and Auction Company, Inc.

in
cooperation
with

G7 RANCHES
ESTATES - LAND - AUCTIONS

DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

FOR LOCAL CALLS CONTACT AUCTION MANAGER:

C. Brent Wellings, CAI

Cell: 972.768.5165



SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

950 N. Liberty Dr., Columbia City, IN 46725

260-244-7606 or 800-451-2709

SchraderAuction.com

in cooperation with

G7 RANCHES
ESTATES - LAND - AUCTIONS

BOOKLET INDEX

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BIDDER PRE-REGISTRATION FORM

440± ACRES - TULSA COUNTY, OKLAHOMA

TUESDAY, OCTOBER 27, 2015

This form must be received at Schrader Real Estate and Auction Company, Inc.,

P.O. Box 508, Columbia City, IN, 46725,

Fax # 260-244-4431, no later than Tuesday, October 20, 2015

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Bidder # _____

Name _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Property or Properties # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
440± Acres • Tulsa County, Oklahoma
Tuesday, October 27, 2015

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, October 27, 2015 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431

Wire instructions:

ABA Routing Number: 074901672

Bank Name: Star Financial Bank
Bank Address: 102 W. Van Buren
City/State: Columbia City, IN
Bank Phone: 260-248-6000
Contact Name: Jim Argerbright
Account Number: 11035984
Beneficiary Name: Schrader Real Estate & Auction Co., Inc.

7. My bank routing number and bank account number is: _____. (This for return of your deposit money). My bank name and address is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, October 20, 2015**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

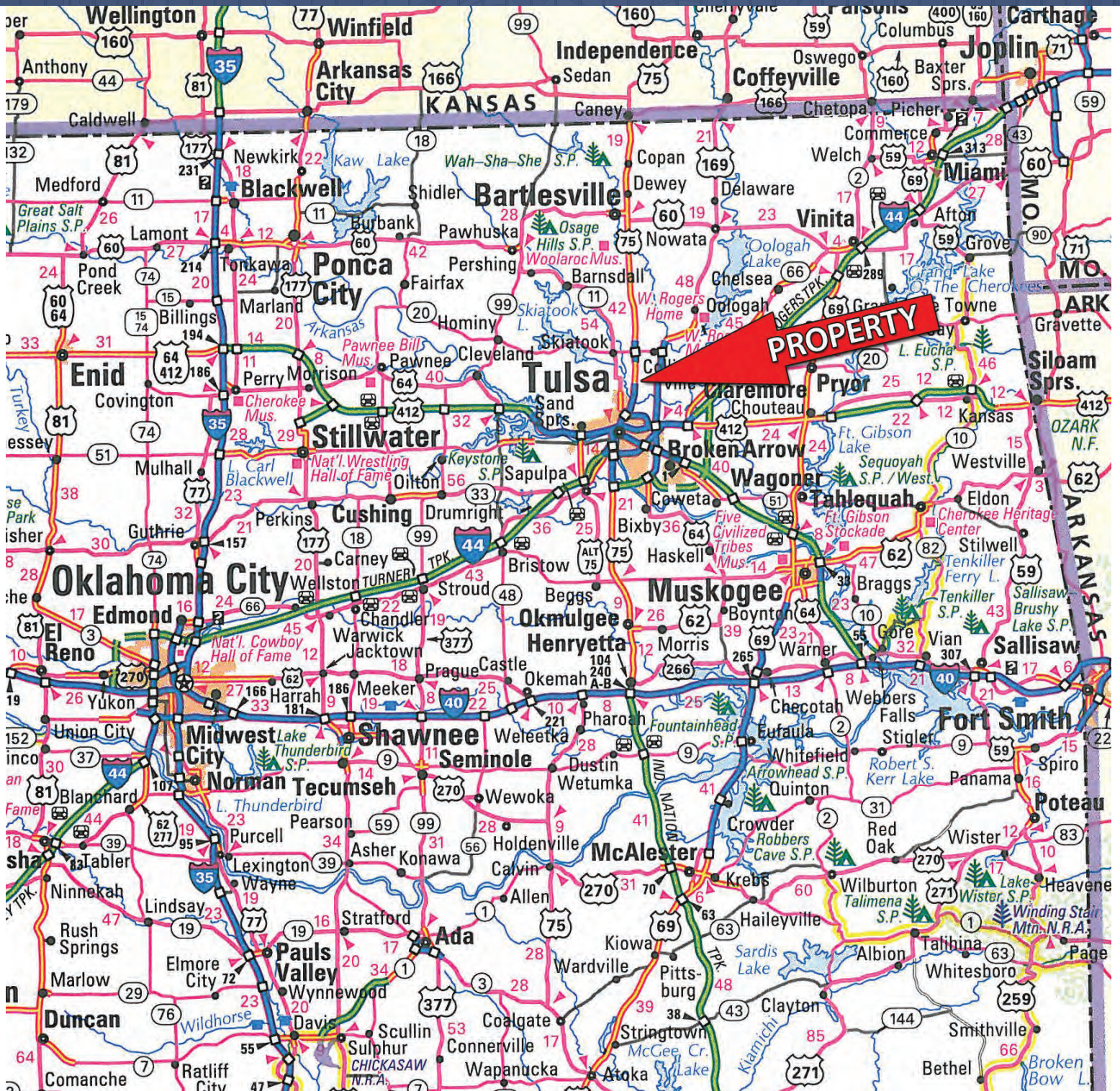
Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to: kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.



LOCATION MAPS



AREA MAP



AUCTION LOCATION:

The Bailey Education Foundation Auditorium
10502 N 110th E Ave, Owasso, OK 74055



ONLINE BIDDING AVAILABLE

You may bid online during the auction at www.schraderauction.com. You must be registered **One Week in Advance** of the Auction to bid online. For online bidding information, call Kevin Jordan at Schrader Auction Co. - 800-451-2709.



GAZZETEER MAP



Inspection Dates:
September 29
& October 13
from 4-6 PM
*Meet a Schrader
Representative
on Tract 4*

DIRECTIONS:

From downtown Tulsa take Highway 75 North towards Bartlesville, travel northbound from approximately 9.5 miles and turn right onto 96th Street North. Travel on 96th Street for 0.75 mile and the property will begin on your left.

SECTION, TOWNSHIP, RANGE: TULSA COUNTY, OK
Parcels 1-10: Sec 15, T21N, R13E; Parcels 11-15: Sec 22, T21N, R13E





PROPERTY DESCRIPTION



PROPERTY DESCRIPTION

Bird Creek Ranch is comprised of 440± acres of quality grassland, gently rolling topography, numerous ponds and hardwood creek bottoms all within 10 miles of Tulsa's Central Business District. The acreage features diverse terrain throughout, creating appeal for a wide range of potential Buyers. Whether you are looking for a small acreage with paved road frontage for a potential home-site or a larger tract for agriculture production, recreation or as an investment the auction will give you every opportunity to create the package that best fits your needs. In addition to surface right, the Sellers have decided to convey their Mineral Interest with each auction parcel. For more thorough information regarding title work, water-line mapping, ground and aerial photography, soil maps, FSA data and more please reference our Bidder Information Booklet.

TRACT 1: 20± acres fronting Sheridan Road, mostly open terrain with gentle topography.

TRACT 2: 20± acres fronting Sheridan Road, mostly open terrain with gentle topography and scattered trees.

TRACT 3: 10± acres fronting Sheridan Road, excellent potential building site.

TRACT 4: 10± acre corner lot with frontage on Sheridan and 96th Street, mixture of trees and open pastureland.

TRACT 5: 20± acres fronting 96th Street, drainage creates an area for potential pond location.

TRACT 6: 20± acres fronting 96th Street, mostly open terrain with good elevation and views of surrounding landscape.

TRACT 7: 60± acres fronting 96th Street, includes a mixture of grassland and hardwood timber in the northeast corner of the parcel.

TRACT 8: 80± acres “**Swing Tract**” Outstanding tract in the center of the property that includes a large pond, mixture of open grassland and hardwood creek bottom. Tract 8 can be purchased in combination with an adjoining parcel or by an adjoining landowner, use the tract to create the best combination for you!

TRACT 9: 40± acres fronting 106th Street, includes a beautiful pond and hardwood grove. This parcel is very secluded and offers a great potential building site.

TRACT 10: 30± acres fronting Yale Ave, mostly hardwood timber with small grassland areas throughout.

TRACT 11: 20± acres corner tract with frontage on 96th Street and Sheridan Road, gentle topography changes and mixture of grass and mature trees.

TRACT 12: 20± acres fronting Sheridan Road, mixture of open pasture and hardwood trees.

TRACT 13: 42± acres fronting Sheridan Road, very secluded tract with varying terrain make this parcel a good potential building site or recreational piece.

TRACT 14: 38± acres fronting Sheridan Road, small pond along with a mixture of grassland and mature trees make this a very diverse parcel.

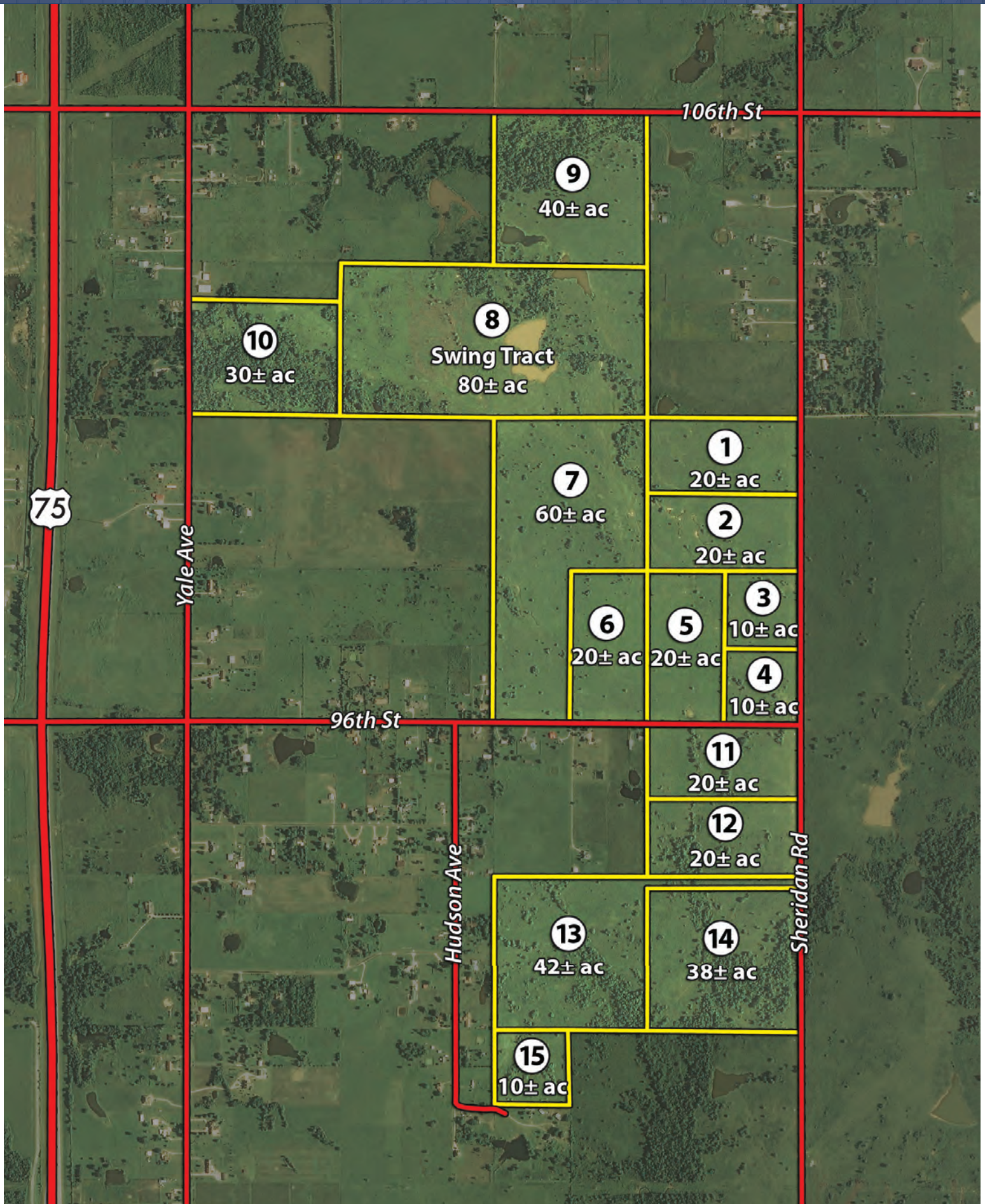
TRACT 15: 10± acres accessed by Hudson Ave, this parcel is located within Owasso School District.



AERIAL & TRACT MAP



AERIAL & TRACT MAP

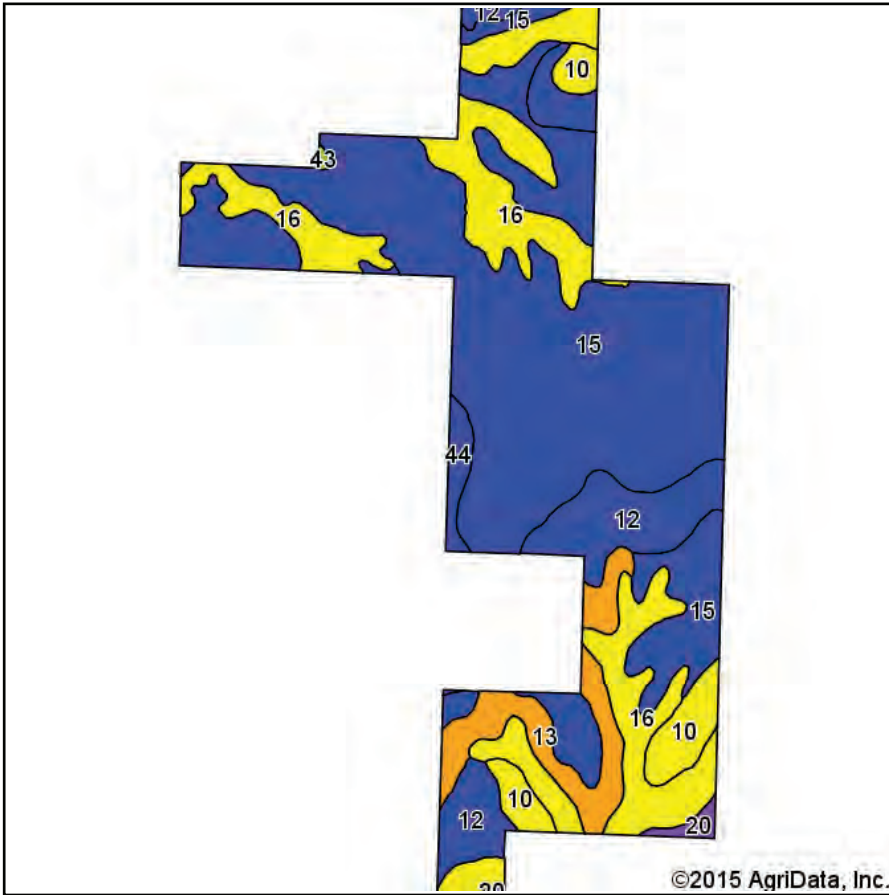




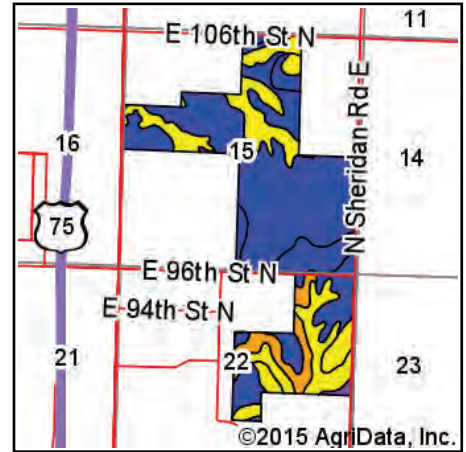
SOILS MAPS



SOILS MAP



Soils data provided by USDA and NRCS.



State: **Oklahoma**
 County: **Tulsa**
 Location: **15-21N-13E**
 Township: **Tulsa**
 Acres: **440**
 Date: **6/2/2015**



Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2014 www.AgriDataInc.com



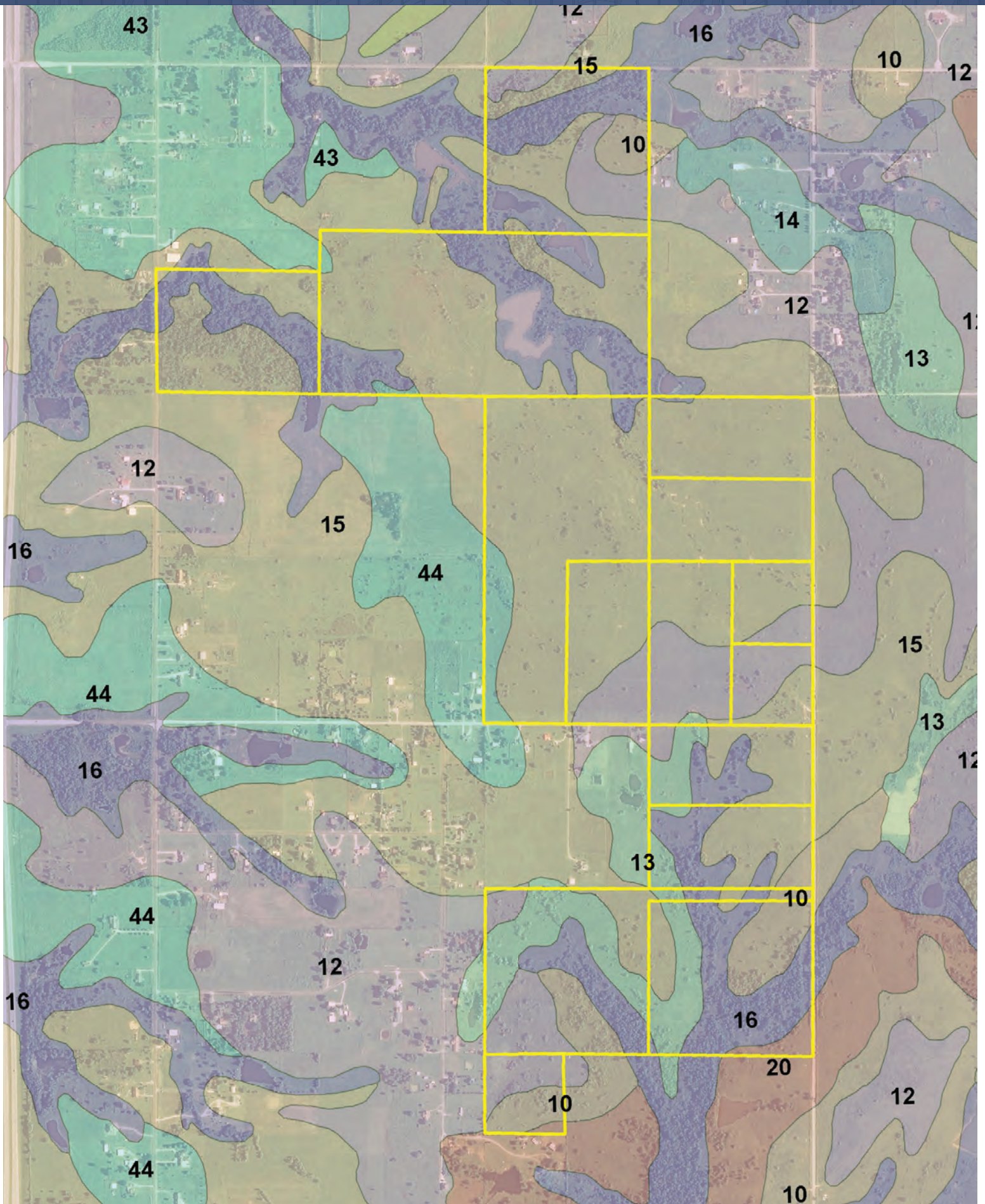
Area Symbol: OK143, Soil Area Version: 9

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Improved bermudagrass	Wheat	Alfalfa hay	Corn	Grain sorghum	Soybeans	Tall fescue	
15	Dennis-Pharoah complex, 1 to 3 percent slopes	237.52	54.0%		Ile		5	30	3	18	52	20	5
16	Dennis-Radley complex, 0 to 12 percent slopes	91.46	20.8%		IVe		5	18	3	4	42	15	4
12	Dennis silt loam, 1 to 3 percent slopes	49.31	11.2%		Ile								
13	Dennis silt loam, 3 to 5 percent slopes	28.13	6.4%		IIle								
10	Coweta-Bates complex, 3 to 5 percent slopes	23.81	5.4%		IVe		3	24	1	16	22	8	2
44	Okemah-Parsons-Pharoah complex, 0 to 1 percent slopes	6.31	1.4%		IIs		5	34	2	60	60	28	6
20	Eram-Coweta complex, 5 to 15 percent slopes	3.03	0.7%		Ve		5						3
43	Okemah silt loam, 0 to 1 percent slopes	0.43	0.1%		Iw		7	39	5	54	69	34	8
Weighted Average							4	21.8	2.3	12.3	38.9	14.8	3.8

Area Symbol: OK143, Soil Area Version: 9

Soils data provided by USDA and NRCS.

SOILS MAP

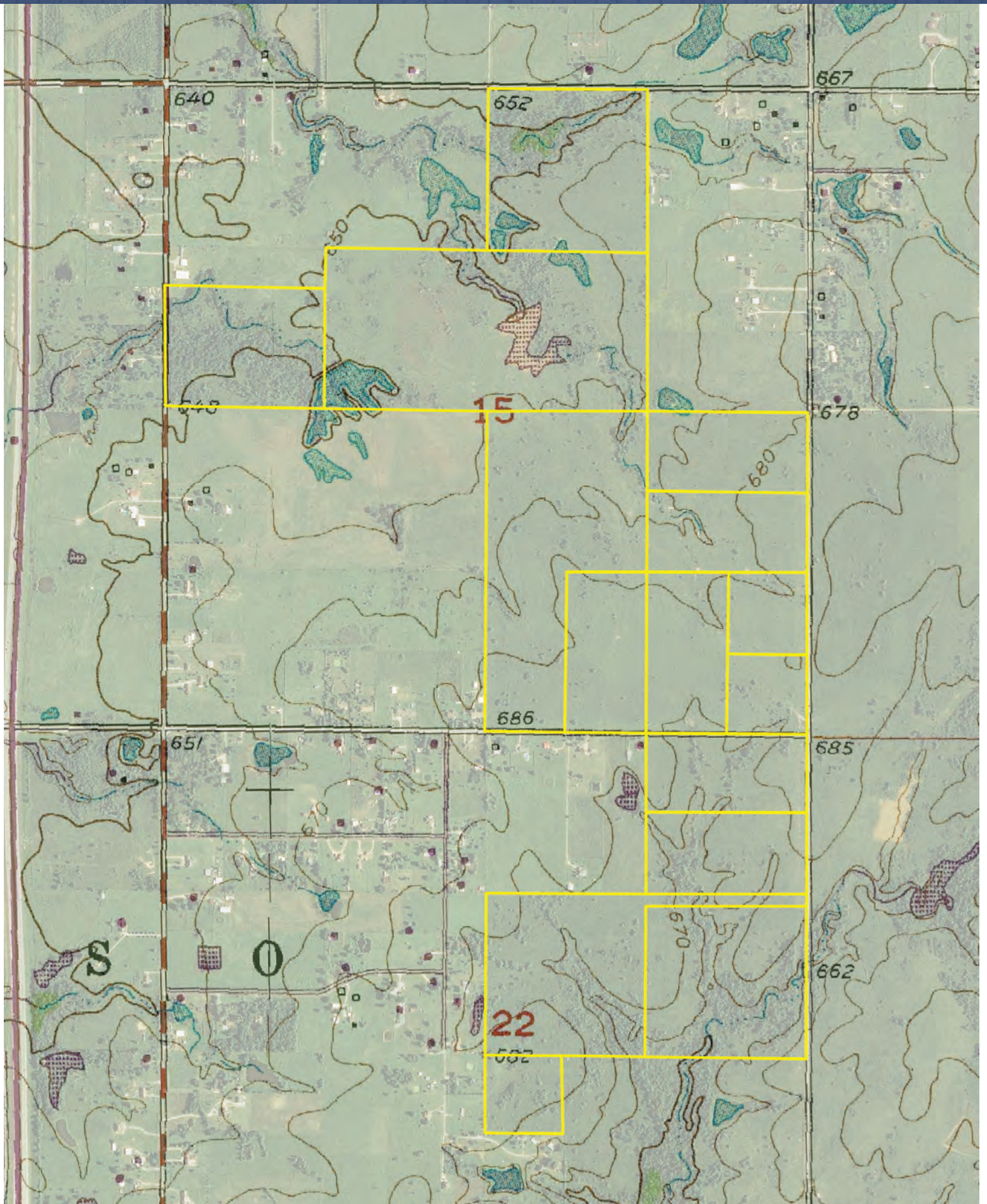




TOPOGRAPHICAL MAP



TOPOGRAPHICAL MAP





FSA INFORMATION

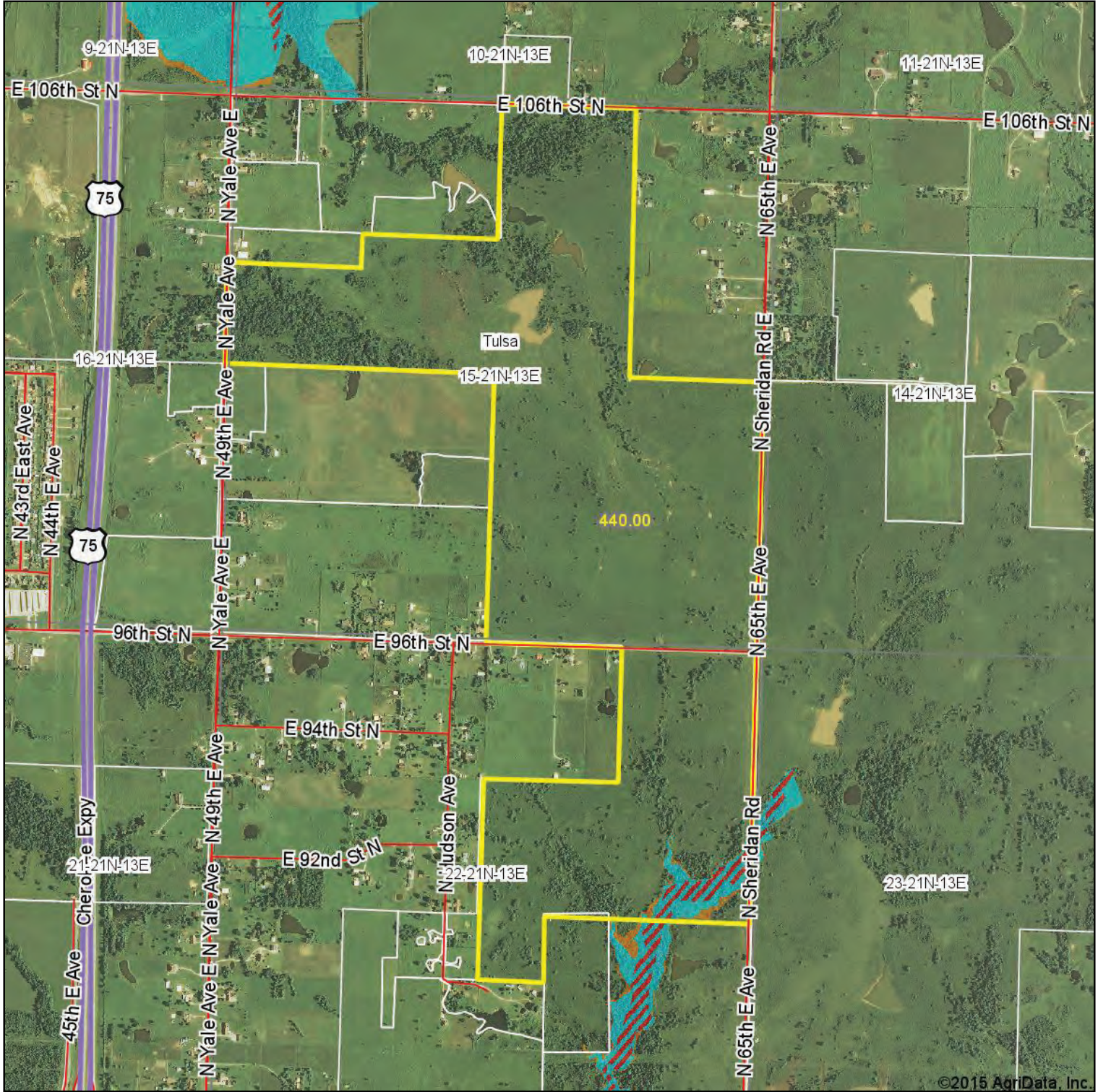




FLOOD ZONE MAPS



FLOOD ZONE MAP



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Maps Provided By:
 surety
CUSTOMIZED ONLINE MAPPING
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15-21N-13E
Tulsa County
Oklahoma

map center: 36° 17' 44.73, 95° 54' 32.38
scale: 17527



6/2/2015

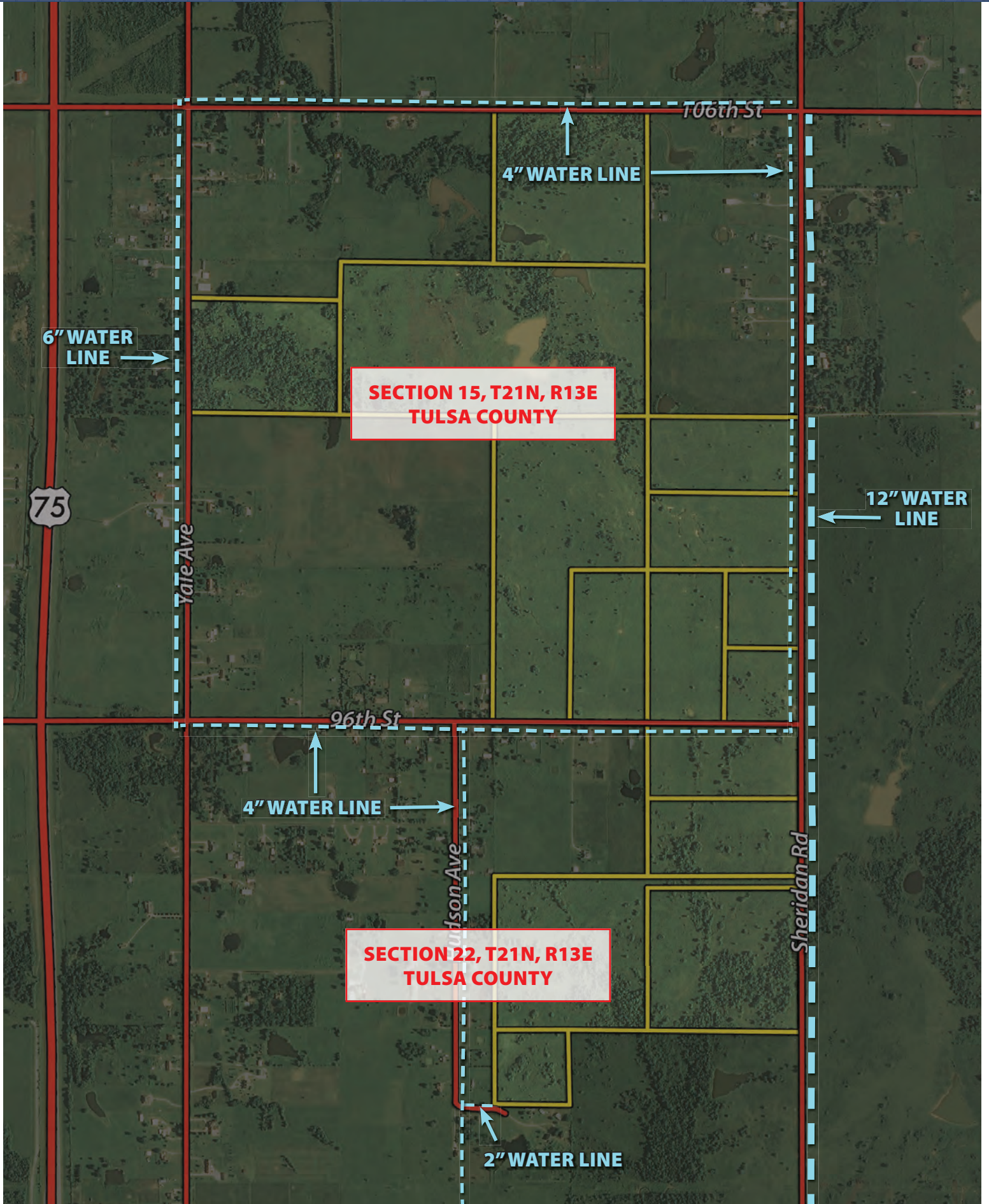
Field borders provided by Farm Service Agency as of 5/21/2008.



WATERLINE MAP



WATERLINE MAP





WATER AVAILABILITY



WATER AVAILABILITY

Aug. 28, 2015

Mr. Wellings...the District has requested that I respond to your request. Please see the information below regarding the location and size of water lines in the area of interest. We will not be providing a map.

Water Lines along Sheridan from 106th to 96th Street North – The District currently has two (2) water lines in this corridor including a 12" and a 4".

- The 4" water line is located along the west side of Sheridan and runs the entire length. The 4" water line crosses 96th Street and turns west.
- The 12" water line is generally located along the east side of Sheridan. There is one location where approximately 350 feet of the 12" water line that is located along the west side of Sheridan. This location begins at the half section line and extends the north approximately 350 feet.

Water Lines along Sheridan from 96th to 86th Street North – The District currently has one (1) water line in this corridor consisting of a 12".

- The 12" water line is located along the east side of Sheridan.

Water Lines along Yale from 106th to 96th Street North – The District currently has one (1) water line in this corridor. Our records indicate that the water line is a 6".

- The 6" water line is located along the west side of Yale.

Water Lines along 106th from Sheridan to Yale – The District currently has one (1) water line in this corridor consisting of a 4".

- The 4" water line is located along the north side of 106th Street and extends the entire length of the corridor.

Water Lines along 96th from Sheridan to Yale – The District currently has one (1) water line in this corridor consisting of a 4".

- The 4" water line is located along the south side of 96th Street and extends the entire length of the corridor.

Water Lines along Hudson Ave. – The District currently has two (2) water line in this corridor consisting of a 4" and a 2".

- The 4" water line extends along the entire north-south length of Hudson Avenue. The water line is located along both the east and west sides of Hudson. Field verification will be required to be more specific. The 4" water line continues south where Hudson Avenue turns back to the east. The 4" water line extends all the way to 86th Street North where it connects with an existing 6" water line.
- The 2" water line extends east from the existing 4" water line where Hudson Avenue turns to the east.

Information regarding the cost of varying size water meters can be found in the Districts By-Laws - Rules and Regulations. I've attached a copy for your record and use. The information I believe that you are after starts on about page 15 of the electronic document that I've attached. You can also find this same information on the Districts website (i.e., rwd3washco.com) under the Forms and Reports tab.

The District does not do road bores. If a road bore is required for service it must be contracted separately. The cost of a road bore will vary depending on the presence of "rock".

Regards,

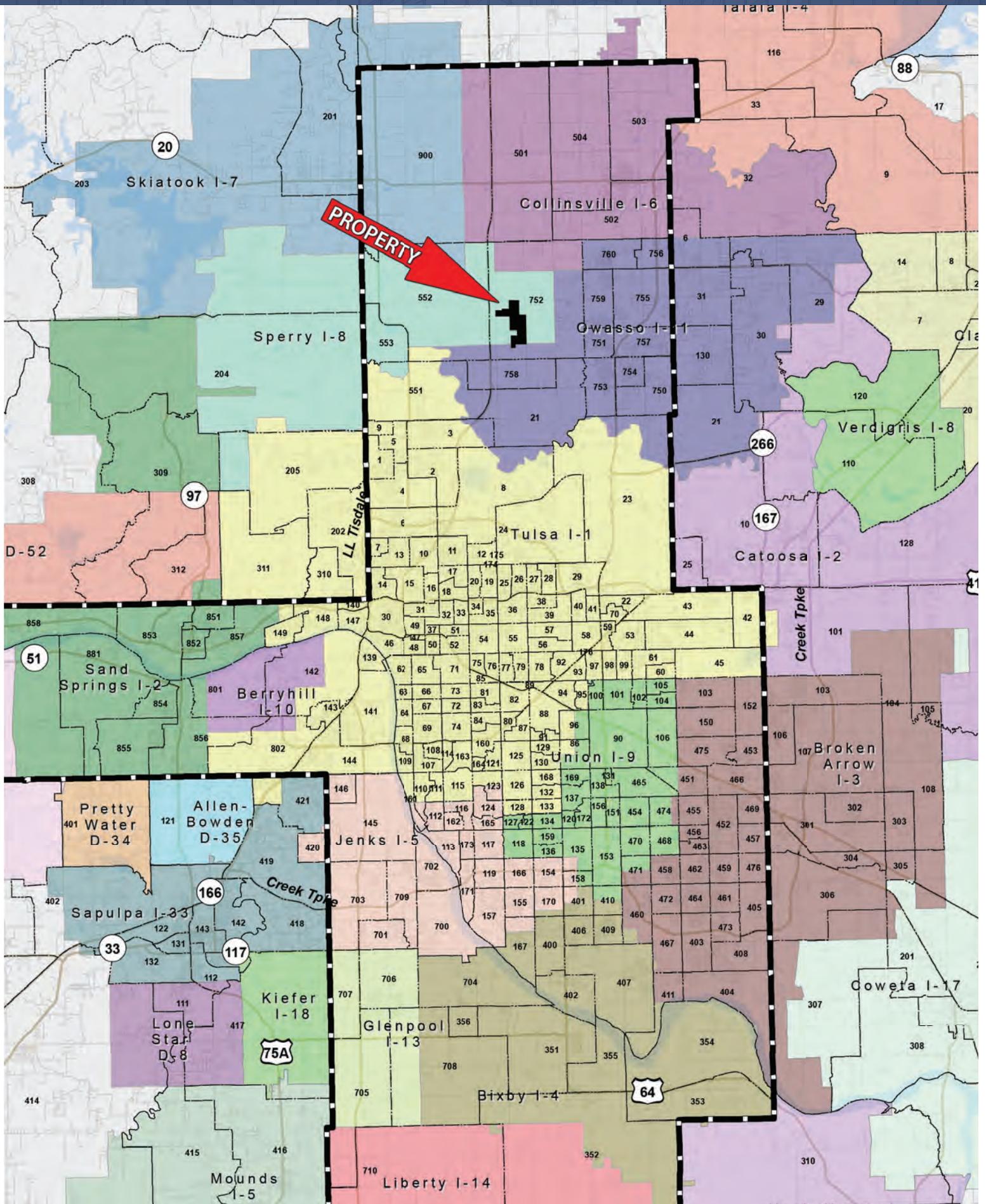
David Dollar, P.E.
Water PAQ Engineering, Inc.



SCHOOL ZONE MAP



SCHOOL ZONE MAP





TAX INFORMATION



TAX INFORMATION

Assessor
KEN YAZEL

Property Search


Disclaimer

The Tulsa County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Tulsa County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Quick Facts

Account #	R91315131508010	
Parcel #	91315-13-15-08010	
Situs address	N YALE AV E SPERRY	
Owner name	MILLER, VIRGINIA MCDONALD TTEE VIRGINIA MCDONALD MILLER TR & JAY MCDONALD REV TR	
Fair market value	\$67,333	
Last year's taxes	\$789	
	Subdivision: UNPLATTED	
Legal description	Legal: W/2 NE & S/2 NW & SE QTR SEC 15-21-13 320 AC. Section: 15 Township: 21 Range: 13	

General Information

Situs address	N YALE AV E SPERRY
Owner name	MILLER, VIRGINIA MCDONALD TTEE VIRGINIA MCDONALD MILLER TR & JAY MCDONALD REV TR
Owner mailing address	& DICK H WOODS 4200 SOMERSET STE 242 PRAIRIE VILLAGE, KS 66209
Land area	320.00 acres / 13,939,199 sq ft
Tax rate	8B [SPERRY]
	Subdivision: UNPLATTED
Legal description	Legal: W/2 NE & S/2 NW & SE QTR SEC 15-21-13 320 AC. Section: 15 Township: 21 Range: 13
Zoning	AGRICULTURE DISTRICT [AG]

Values

	2014	2015
Land value	\$45,033	\$45,033
Improvements value	\$22,300	\$22,300
Fair market value	\$67,333	\$67,333

Exemptions claimed

	2014	2015
Homestead	—	—
Additional homestead	—	—
Senior Valuation Limitation	—	—
Veteran	—	—

Tax Information

	2014	2015
Fair market value	\$67,333	\$67,333
Total taxable value	\$67,333	\$67,333
Assessment ratio	11%	11%
Gross assessed value	\$7,407	\$7,407
Exemptions	\$0	\$0
Net assessed value	\$7,407	\$7,407
Tax rate	8B [SPERRY]	
Tax rate mills	106.5	106.5*
Estimated taxes	\$789	\$789*
Most recent NOV	November 23, 2008	

* Estimated from 2014 millage rates

Tax detail (2014 millages)

	%	Mills	Dollars
City-County Health	2.4	2.58	\$19.11
City-County Library	5.0	5.32	\$39.41
Tulsa Technology Center	12.5	13.33	\$98.74
Emergency Medical Service	0.0	0.00	\$0.00
Tulsa Community College	6.8	7.21	\$53.40
School Locally Voted	21.2	22.53	\$166.88
City Sinking	0.0	0.00	\$0.00
School County Wide Bldg	4.8	5.15	\$38.15
School County Wide ADA	3.8	4.00	\$29.63
School County Wide General	33.8	36.05	\$267.02
County Government	9.7	10.33	\$76.51

TAX INFORMATION

Improvements

Bldg ID#	Property type	Condition	Quality	Year built	Livable†	Stories	Foundation	Exterior	Roof	HVAC
2	Agricultural	Good	Good	2005	2,550 SF	1				None
3	Agricultural	Good	Good	2005	6,000 SF	1				None

Sales/Documents

Date	Grantor	Grantee	Price	Doc type	Book-Page/Doc#
No sale information is available					
Mar 19, 2014	MCDONALD, JAY HOLMES	MCDONALD, JAY H TTEE JAY MCDONALD REV TRUST		Quit Claim Deed	2014021165
Mar 19, 2014	MILLER, VIRGINIA MCDONALD	MILLER, VIRGINIA MCDONALD TTEE VIRGINIA MCDONALD MILLER TR		Quit Claim Deed	2014021166
Dec 31, 1996				Special Warranty Deed	05873-01848
Jun 15, 2011	DEACY, JEAN MCDONALD LF EST	MILLER, VIRGINIA MCDONALD & JAY HOLMES MCDONALD ETAL		Affidavit Of Surviving Joint Tenant	2011050857
Jul 12, 2012	MILLER, VIRGINIA MCDONALD ESTATE	DICK H WOODS JR		Decree Of Distribution	2012067567
Oct 15, 2012	WOODS, DICK H JR TRUSTEE JEAN HOLMES MCDONALD TRUST	MILLER, VIRGINIA MCDONALD & JAY HOLMES MCDONALD		Trustee's Deed	2012101731

Images

Photo/sketch
(Click to enlarge)

† Square footage and acreage values included in this record are approximations. They may not reflect what a licensed surveyor would determine by performing a formal survey. They are for tax purposes only and are not intended for use in making conveyances or for preparing legal descriptions of properties.



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Quick Facts

Account #	R91322132200010
Parcel #	91322-13-22-00010
Situs address	
Owner name	MILLER, VIRGINIA MCDONALD TTEE VIRGINIA MCDONALD MILLER TRUST & JAY H MCDONALD
Fair market value	\$15,046
Last year's taxes	\$176
Legal description	Subdivision: UNPLATTED Legal: E/2 NE & SW NE SEC 22-21-13 Section: 22 Township: 21 Range: 13

General Information

Situs address	
Owner name	MILLER, VIRGINIA MCDONALD TTEE VIRGINIA MCDONALD MILLER TRUST & JAY H MCDONALD
Owner mailing address	TTEE JAY MCDONALD REV TR ETAL 4200 SOMERSET STE 242 PRAIRIE VILLAGE, KS 66208
Land area	120.00 acres / 5,227,200 sq ft
Tax rate	8B [SPERRY]
Legal description	Subdivision: UNPLATTED Legal: E/2 NE & SW NE SEC 22-21-13 Section: 22 Township: 21 Range: 13
Zoning	AGRICULTURE DISTRICT [AG]

Values

	2014	2015
Land value	\$15,046	\$15,046
Improvements value	\$0	\$0
Fair market value	\$15,046	\$15,046

Exemptions claimed

	2014	2015
Homestead	—	—
Additional homestead	—	—
Senior Valuation Limitation	—	—
Veteran	—	—

Tax Information

	2014	2015
Fair market value	\$15,046	\$15,046
Total taxable value	\$15,046	\$15,046
Assessment ratio	11%	11%
Gross assessed value	\$1,655	\$1,655
Exemptions	\$0	\$0
Net assessed value	\$1,655	\$1,655
Tax rate	8B [SPERRY]	
Tax rate mills	106.5	106.5*
Estimated taxes	\$176	\$176*
Most recent NOV	February 7, 2012	

* Estimated from 2014 millage rates

Tax detail (2014 millages)

	%	Mills	Dollars
City-County Health	2.4	2.58	\$4.27
City-County Library	5.0	5.32	\$8.80
Tulsa Technology Center	12.5	13.33	\$22.06
Emergency Medical Service	0.0	0.00	\$0.00
Tulsa Community College	6.8	7.21	\$11.93
School Locally Voted	21.2	22.53	\$37.29
City Sinking	0.0	0.00	\$0.00
School County Wide Bldg	4.8	5.15	\$8.52
School County Wide ADA	3.8	4.00	\$6.62
School County Wide General	33.8	36.05	\$59.66
County Government	9.7	10.33	\$17.10

TAX INFORMATION

Improvements

Bldg ID#	Property type	Condition	Quality	Year built	Livable†	Stories	Foundation	Exterior	Roof	HVAC
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Dec 31, 1996				Special Warranty Deed	05873-01848
Jun 15, 2011	DEACY, JEAN MCDONALD LF EST	MILLER, VIRGINIA MCDONALD & JAY HOLMES MCDONALD ETAL		Affidavit Of Surviving Joint Tenant	2011050857
Oct 15, 2012	WOODS, DICK H JR TRUSTEE JEAN HOLMES MCDONALD TRUST	MILLER, VIRGINIA MCDONALD & JAY HOLMES MCDONALD		Trustee's Deed	2012101731

Images

Photo/sketch
(Click to enlarge) No pictures or sketches available

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KEN YAZEL

Property Search

Disclaimer

The Tulsa County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Tulsa County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Quick Facts	
Account #	R91322132263710
Parcel #	91322-13-22-63710
Situs address	
Owner name	MILLER, VIRGINIA MCDONALD & JAY H MCDONALD TTEE JAY MCDONALD REV TR ETAL
Fair market value	\$1,435
Last year's taxes	\$17
Legal description	Subdivision: UNPLATTED Legal: NW.NW.SE. SEC 22-21-13 Section: 22 Township: 21 Range: 13

General Information	
Situs address	
Owner name	MILLER, VIRGINIA MCDONALD & JAY H MCDONALD TTEE JAY MCDONALD REV TR ETAL
Owner mailing address	4200 SOMERSET STE 242 PRAIRIE VILLAGE, KS 66208
Land area	10.00 acres / 435,600 sq ft
Tax rate	11B [OWASSO]
Legal description	Subdivision: UNPLATTED Legal: NW.NW.SE. SEC 22-21-13 Section: 22 Township: 21 Range: 13
Zoning	AGRICULTURE DISTRICT [AG]

Values		
	2014	2015
Land value	\$1,435	\$1,435
Improvements value	\$0	\$0
Fair market value	\$1,435	\$1,435

Exemptions claimed		
	2014	2015
Homestead	-	-
Additional homestead	-	-
Senior Valuation Limitation	-	-
Veteran	-	-

Tax Information			
	2014	2015	
Fair market value	\$1,435	\$1,435	
Total taxable value	\$1,435	\$1,435	
Assessment ratio	11%	11%	
Gross assessed value	\$158	\$158	
Exemptions	\$0	\$0	
Net assessed value	\$158	\$158	
Tax rate	11B [OWASSO]		
Tax rate mills	110.47	110.47*	
Estimated taxes	\$17	\$17*	
Most recent NOV	February 7, 2012		

Tax detail (2014 millages)			
	%	Mills	Dollars
City-County Health	2.3	2.58	\$0.41
City-County Library	4.8	5.32	\$0.84
Tulsa Technology Center	12.1	13.33	\$2.11
Emergency Medical Service	0.0	0.00	\$0.00
Tulsa Community College	6.5	7.21	\$1.14
School Locally Voted	24.0	26.50	\$4.19
City Sinking	0.0	0.00	\$0.00
School County Wide Bldg	4.7	5.15	\$0.81
School County Wide ADA	3.6	4.00	\$0.63
School County Wide General	32.6	36.05	\$5.70
County Government	9.4	10.33	\$1.63

* Estimated from 2014 millage rates

(Continued on next page)

TAX INFORMATION

Improvements

Bldg ID#	Property type	Condition	Quality	Year built	Livable†	Stories	Foundation	Exterior	Roof	HVAC
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Sales/Documents

Date	Grantor	Grantee	Price	Doc type	Book-Page/Doc#
No sale information is available					
Mar 19, 2014	MCDONALD, JAY HOLMES	MCDONALD, JAY H TTEE JAY MCDONALD REV TRUST		Quit Claim Deed	2014021165
Mar 19, 2014	MILLER, VIRGINIA MCDONALD	MILLER, VIRGINIA MCDONALD TTEE VIRGINIA MCDONALD MILLER TR		Quit Claim Deed	2014021166
Dec 31, 1996				Special Warranty Deed	05873-01848
Jun 15, 2011	DEACY, JEAN MCDONALD LF EST	MILLER, VIRGINIA MCDONALD & JAY HOLMES MCDONALD ETAL		Affidavit Of Surviving Joint Tenant	2011050857
Oct 15, 2012	WOODS, DICK H JR TRUSTEE JEAN HOLMES MCDONALD TRUST	MILLER, VIRGINIA MCDONALD & JAY HOLMES MCDONALD		Trustee's Deed	2012101731

Images

Photo/sketch
(Click to enlarge) No pictures or sketches available

† Square footage and acreage values included in this record are approximations. They may not reflect what a licensed surveyor would determine by performing a formal survey. They are for tax purposes only and are not intended for use in making conveyances or for preparing legal descriptions of properties.





TITLE OPINION



TITLE OPINION

ROBERT E. PARKER

Attorney at Law
8522 East 61st Street,
Tulsa, OK 74133

PRELIMINARY ATTORNEY'S CERTIFICATE AND TITLE OPINION

Surface Interest ONLY

hbo/tw

To: Schrader Auction
c/o Charissa Taylor @ Executives' Title & Escrow Co.

File No.: 15080494
ABS No.: 15-3893

DESCRIPTION OF PROPERTY:

The West Half of the Northeast Quarter (W/2 NE/4) and the South Half of the Northwest Quarter (S/2 NW/4) and the Southeast Quarter (SE/4) of Section Fifteen (15), Township Twenty-one (21) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

MATTERS EXAMINED: Abstract of Title certified continuously from sovereignty to 9/11/2015 at 7:30AM, by First American, Certificate No. 2070501;911891.

The undersigned attorney, ROBERT E. PARKER, OBA #6897 hereby certifies that after examination of the above-described materials, it is his opinion (subject to the Requirements and Exceptions, below) that the marketable record **FEE SIMPLE** title to the property described above, as defined in the Title Standards of the Oklahoma Bar Association, was as of October 18, 2013 and October 21, 2013 vested in:

Jay H. McDonald, Trustee of The Jay McDonald Revocable Trust, U/A dated July 21, 2011 and Virginia McDonald Miller, Trustee of The Virginia McDonald Miller Trust, U/A dated June 11, 2010

REQUIREMENTS to be complied with, defects and objections to be removed or eliminated, and liens and encumbrances to be satisfied and discharged of record as a part of closing but, in any event, before any policy of title insurance could be issued without exception thereto.

1. Payment to, for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.

TITLE OPINION

2. Instruments in insurable form which must be executed, delivered and duly filed for record:
 - A. General Warranty Deed from Jay H. McDonald, Trustee of The Jay McDonald Revocable Trust, U/A dated July 21, 2011 and Virginia McDonald Miller, Trustee of The Virginia McDonald Miller Trust, U/A dated June 11, 2010 to a proposed buyer for consideration.
 - B. Mortgage from a proposed buyer to a lender to be determined.

3. **MORTGAGES:**

None shown of record.

TAXES:

2014 and prior years ad valorem taxes are paid.

5. **EASEMENTS AND RESTRICTIONS:**

All assessments and taxes for the year 2014 and all subsequent years, and any taxes or assessments levied subsequent to the date of the abstractor's certificate.

Rights of owners of severed mineral interests, their respective lessees, successors and assigns; rights or claims of parties in possession not shown by the public records; and liens or rights thereto not shown in the public records.

The statutory section line right of ways.

The Right of Way (page 10) to Tulsa Fuel & Manufacturing Company, dated January 19, 1914, filed January 24, 1914, recorded in Book 164 at Page 433; Partial Release of Right of Way (page 256), dated May 10, 1976, filed May 12, 1976, recorded in Book 4214 at Page 1531.

The Right of Way Agreement (page 129) to Oklahoma Natural Gas Company, dated April 27, 1959, filed May 11, 1959, recorded in Book 2964 at Page 237; Partial Release of Right of Way (page 257), dated May 10, 1976, filed May 12, 1976, recorded in Book 4214 at Page 1532.

The Right of Way Easement (page 441) to Rural Water District No. 3, Washington County, dated July 17, 1979, filed September 3, 1981, recorded in Book 4567 at Page 359.

TITLE OPINION

The Agreement (page 496) to Central Investors, dated December 21, 1983, filed February 19, 1986, recorded in Book 4925 at Page 338; Agreement (page 504) by and between Sooner State Petroleum, Inc., and Anny Boydston, dated February 13, 1984, filed February 26, 1986, recorded in Book 4926 at Page 713.

The Easement (page 586) to City of Tulsa, Oklahoma, dated April 13, 2006, filed May 25, 2006, recorded as Document No. 2006059253.

The Easement (page 597) to City of Tulsa, Oklahoma, dated April 13, 2006, filed May 25, 2006, recorded as Document No. 2006059254.

The Easement (page 617) to City of Tulsa, Oklahoma, dated April 13, 2006, filed May 25, 2006, recorded as Document No. 2006059256.

6. OTHER MATTERS:

Verify that the above Trustee(s) are the exact same Trustees signing deed to purchasers, **PRIOR TO CLOSING**. If not, Company may revise to include possible further requirement.

Captioned property is subject to assessments by Rural Water District No. 3, Washington County.

I require that the abstractor insert the following documents from Tulsa County District Court Case no. PB-2011-320, styled, *In the Matter of the Estate of Jean Holmes McDonald, a/k/a Jean McDonald Deacy, Deceased*, into the abstract prior to closing:

- a) Petition for Order Determining Heirs, Devisees, and Legatees and Order of Distribution;
- b) Order and Notice of Final Settlement;
- c) Affidavit of Mailing of Order and Notice of Final Settlement;
and
- d) Proof of Publication of Order and Notice of Final Settlement.

TITLE OPINION

At (page 708) is the Order Determining Heirs, Devisees, and Legatees and Final Decree of Distribution entered on July 11, 2012 in the Tulsa County District Court in Case No. PB-2011-320, styled, *In the Matter of the Estate of Jean Holmes McDonald, a/k/a Jean McDonald Deacy, Deceased*, wherein the subject property was devised to:

Dick H. Woods, Jr., Successor Trustee under that certain Trust Agreement dated June 13, 1986, as amended December 14, 1988, and September 11, 1989, and as Amended and Restated on June 4, 1990, and as amended on December 10, 1993, between Jean Holmes McDonald, as Settlor, and Jean Holmes McDonald as Trustee.

At (page 717) is a Trustee's Deed from Dick H. Woods, Jr., as Successor Trustee of The Jean Holmes McDonald Amended and Restated Trust dated June 4, 1990, to Virginia McDonald Miller and Jay Holmes McDonald, dated August 29, 2012 and recorded on October 15, 2012 as Document No. 2012101731.

Due to the variance in the names of the trusts, I require that you obtain and record a Corrected Trustee's Deed from Dick H. Woods, Jr., Successor Trustee under that certain Trust Agreement dated June 13, 1986, as amended December 14, 1988, and September 11, 1989, and as Amended and Restated on June 4, 1990, and as amended on December 10, 1993, between Jean Holmes McDonald, as Settlor, and Jean Holmes McDonald as Trustee, a/k/a The Jean Holmes McDonald Amended and Restated Trust dated June 4, 1990, to Virginia McDonald Miller and Jay Holmes McDonald.

At (page 720) is a Quitclaim Deed from Jay Holmes McDonald to Jay H. McDonald, Trustee of The Jay McDonald Revocable Trust, U/A dated July 21, 2011, which deed is dated October 18, 2013 and recorded on March 19, 2014 as Document No. 2014021165. This deed is defective as the marital status of the grantor was omitted.

I require that you obtain and record a corrected deed from Jay Holmes McDonald and his spouse, if any, to Jay H. McDonald, Trustee of The Jay McDonald Revocable Trust, U/A dated July 21, 2011. If Jay Holmes McDonald was a single person as of October 18, 2013, you may obtain and record an Affidavit of Marital Status reciting the same.

TITLE OPINION

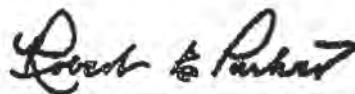
At (page 722) is a Quitclaim Deed from Virginia McDonald Miller to Virginia McDonald Miller, Trustee of The Virginia McDonald Miller Trust, U/A dated June 11, 2010, which deed is dated October 21, 2013 and recorded on March 19, 2014 as Document No. 2014021166. This deed is defective as the marital status of the grantor was omitted.

I require that you obtain and record a corrected deed from Virginia McDonald Miller and her spouse, if any, to Virginia McDonald Miller, Trustee of The Virginia McDonald Miller Trust, U/A dated June 11, 2010. If Virginia McDonald Miller was a single person as of October 21, 2013, you may obtain and record an Affidavit of Marital Status reciting the same.

I require that the abstractor correct the certificate page to reflect a search for Jay H. McDonald, Trustee of The Jay McDonald Revocable Trust, U/A dated July 21, 2011 rather than Jay H. McDonald, Trustee of The Joy McDonald Revocable Trust, U/A dated July 21, 2011.

I require that the abstractor correct the caption page to reflect the call "The South Half of the Northwest Quarter" rather than "The South Half of the Northeast Quarter" prior to storage.

Title Examined October 1, 2015.



Robert E. Parker, OBA #6897
Attorney at Law
8522 East 61st Street, Tulsa, OK 74133
(918) 518-5313 (phone)
(918) 392-3790 (fax)

ABS #15-3705

TITLE OPINION

ROBERT E. PARKER

Attorney at Law
8522 East 61st Street,
Tulsa, OK 74133

PRELIMINARY ATTORNEY'S CERTIFICATE AND TITLE OPINION

Surface Interest ONLY

hbo/tw

To: Schrader Auction
c/o Charissa Taylor @ Executives' Title & Escrow Co. File No.: 15080504
ABS No.: 15-3705

DESCRIPTION OF PROPERTY:

The Northwest Quarter of the Northwest Quarter of the Southeast Quarter (NW/4 NW/4 SE/4) AND The East Half of the Northeast Quarter (E/2 NE/4) AND The Southwest Quarter of the Northeast Quarter (SW/4 NE/4) of Section Twenty-two (22), Township Twenty-one (21) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

MATTERS EXAMINED: Abstract of Title certified continuously from sovereignty to 8/28/2015 at 7:30AM, by FIRST AMERICAN, Certificate No. 2040504; 911890.

The undersigned attorney, ROBERT E. PARKER, OBA #6897 hereby certifies that after examination of the above-described materials, it is his opinion (subject to the Requirements and Exceptions, below) that the marketable record **FEE SIMPLE** title to the property described above, as defined in the Title Standards of the Oklahoma Bar Association, was as of October 18, 2013 and October 21, 2013 vested in:

Jay H. McDonald, Trustee of The Jay McDonald Revocable Trust, U/A dated July 21, 2011 and Virginia McDonald Miller, Trustee of The Virginia McDonald Miller Trust, U/A dated June 11, 2010

REQUIREMENTS to be complied with, defects and objections to be removed or eliminated, and liens and encumbrances to be satisfied and discharged of record as a part of closing but, in any event, before any policy of title insurance could be issued without exception thereto.

1. Payment to, for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.

TITLE OPINION

2. Instruments in insurable form which must be executed, delivered and duly filed for record:
 - A. General Warranty Deed from Jay H. McDonald, Trustee of The Jay McDonald Revocable Trust, U/A dated July 21, 2011 and Virginia McDonald Miller, Trustee of The Virginia McDonald Miller Trust, U/A dated June 11, 2010 to a proposed buyer for consideration.
 - B. Mortgage from a proposed buyer to a lender to be determined.

3. **MORTGAGES:**

None shown of record.

TAXES:

2014 and prior ad valorem taxes paid.

5. **EASEMENTS AND RESTRICTIONS:**

All assessments and taxes for the year 2014 and all subsequent years, and any taxes or assessments levied subsequent to the date of the abstractor's certificate.

Rights of owners of severed mineral interests, their respective lessees, successors and assigns; rights or claims of parties in possession not shown by the public records; and liens or rights thereto not shown in the public records.

The statutory section line road right of way.

The Right of Way Agreement (page 17b) to The Tulsa Fuel & Manufacturing Company, dated November 21, 1922, filed March 21, 1923, recorded in Book 445 at Page 285; Assignment and Right of Way Grants (page 96b) to Oklahoma Natural Gas Company, dated July 1, 1926, filed September 21, 1926, recorded in Book 592 at Page 198; Assignment and Assumption of Real Property Interests (page 2s) to ONE Gas, Inc., dated January 27, 2014, filed February 7, 2014, recorded as Document No. 2014010512.

The Right of Way Agreement (page 33b) to The Tulsa Fuel & Manufacturing Company, dated November 21, 1922, filed March 21, 1923, recorded in Book 445 at Page 276; Assignment and Right of Way Grants (page 96b) to Oklahoma Natural Gas Company, dated July 1, 1926, filed September 21, 1926, recorded in Book 592 at Page 198; Partial Release of Right of Way (page 331b) dated May 10, 1976, filed May 12, 1976, recorded in Book 4214 at Page 1534.

TITLE OPINION

The Agreement (page 106b) to The Texas Pipe Line Company of Oklahoma, dated March 6, 1929, filed March 21, 1929, recorded in Book 823 at Page 230; Assignment (page 108b) to The Texas-Empire Pipe Line Company, dated April 26, 1929, filed July 8, 1929, recorded in Book 853 at Page 277; Partial Release of Right of Way (page 332b), dated May 10, 1976, filed May 12, 1976, recorded in Book 4214 at Page 1533; Assignment (page 339b) to Williams Pipe Line Company, dated January 6, 1983, filed February 9, 1983, recorded in Book 4668 at Page 396; Assignment and Conveyance (page 346b) to Williams Pipe Line Company, LLC, dated September 23, 2002, filed September 25, 2002, recorded in Book 6831 at Page 1255.

The Right of Way (page 123b) to Gulf Oil Corporation, dated June 16, 1961, filed July 5, 1961, recorded in Book 3158 at Page 291; Assignment of Right of Way Agreements (page 126b) to J. J. Geiger, dated April 29, 1966, filed May 4, 1966, recorded in Book 3709 at Page 67; Assignment of Right of Way Agreements (page 128b) to Oklahoma Natural Gas Company, dated August 30, 1966, filed September 28, 1966, recorded in Book 3760 at Page 33; Release of Right of Way (page 337b), dated June 24, 1975, filed July 9, 1975, recorded in Book 4172 at Page 2323; Assignment and Assumption of Real Property Interests (page 2s) to ONE Gas, Inc., dated January 27, 2014, filed February 7, 2014, recorded as Document No. 2014010512.

The Agreement (page 655-Ab) by and between Sooner State Petroleum, Inc., and Central Investors, dated December 21, 1983, filed February 19, 1986, recorded in Book 4925 at Page 338; Agreement (page 655-Ib) by and between Sooner State Petroleum, Inc., and Anny Boydston, dated February 13, 1984, filed February 26, 1986, recorded in Book 4926 at Page 713.

The Easement (page 718b), to Patty P. Thompson, dated May 10, 2002, filed July 23, 2002, recorded in Book 6788 at Page 0012; Corrected Easement (728b) to Jay Holmes McDonald, dated January 30, 2006, filed February 1, 2006, recorded as Document No. 2006012439.

The Right of Way Easement (page 737b) to Rural Water District No. 3, Washington County, Oklahoma, dated September 2, 2005, filed October 5, 2005, recorded as Document No. 2005119000.

The Easement (page 742b) to Virginia McDonald Miller and Jay Holmes McDonald, dated April 13, 2006, filed May 25, 2006, recorded as Document No. 2006059253.

The Easement (page 753b) to Virginia McDonald Miller and Jay Holmes McDonald, dated April 13, 2006, filed May 25, 2006, recorded as Document No. 2006059254.

The Easement (page 773b) to Virginia McDonald Miller and Jay Holmes McDonald, dated April 13, 2006, filed May 25, 2006, recorded as Document No. 2006059256.

TITLE OPINION

6. OTHER MATTERS:

Verify that the above Trustee(s) are the exact same Trustees signing deed to purchasers, PRIOR TO CLOSING. If not, Company may revise to include possible further requirement.

Verify that the above Trustee(s) are the exact same Trustees signing deed to purchasers, PRIOR TO CLOSING. If not, Company may revise to include possible further requirement.

At (page 567b) is a Instrument, from Ewell T. and Verna E. Johnson, to Donald Wayne and Wilma Dunn, dated May 11, 1978, filed May 12, 1978, recorded in Book 4327 at Page 2528. This instrument is executed by parties who are strangers to title and appears to be stray. An appropriate Affidavit as to Stray Instrument must be executed by the present owner(s) and filed of record.

At (page 783b) is a Quit Claim Deed, from Stacey M. Fees, a/k/a Stacey Fees, to Thomas F. Fees, a/k/a Thomas Fees, dated December 3, 2010, filed December 14, 2010, recorded as Document No. 2010112610. This instrument is executed by parties who are strangers to title and appears to be stray. An appropriate Affidavit as to Stray Instrument must be executed by the present owner(s) and filed of record.

At (page 785b) is a Quit Claim Deed, from Thomas F. Fees to Thomas F. Fees, Thomas P. Fees and Barbara L. Fees, dated December 13, 2010, filed December 14, 2010, recorded as Document No. 2010112614. This instrument is executed by parties who are strangers to title and appears to be stray. An appropriate Affidavit as to Stray Instrument must be executed by the present owner(s) and filed of record.

At (page 36s) is the Order Determining Heirs, Devisees, and Legatees and Final Decree of Distribution entered on July 11, 2012 in the Tulsa County District Court in Case No. PB-2011-320, styled, *In the Matter of the Estate of Jean Holmes McDonald, a/k/a Jean McDonald Deacy, Deceased*, wherein the subject property was devised to:

Dick H. Woods, Jr., Successor Trustee under that certain Trust Agreement dated June 13, 1986, as amended December 14, 1988, and September 11, 1989, and as Amended and Restated on June 4, 1990, and as amended on December 10, 1993, between Jean Holmes McDonald, as Settlor, and Jean Holmes McDonald as Trustee.

TITLE OPINION

At (page 45s) is a Trustee's Deed from Dick H. Woods, Jr., as Successor Trustee of The Jean Holmes McDonald Amended and Restated Trust dated June 4, 1990, to Virginia McDonald Miller and Jay Holmes McDonald, dated August 29, 2012 and recorded on October 15, 2012 as Document No. 2012101731.

Due to the variance in the names of the trusts, I require that you obtain and record a Corrected Trustee's Deed from Dick H. Woods, Jr., Successor Trustee under that certain Trust Agreement dated June 13, 1986, as amended December 14, 1988, and September 11, 1989, and as Amended and Restated on June 4, 1990, and as amended on December 10, 1993, between Jean Holmes McDonald, as Settlor, and Jean Holmes McDonald as Trustee, a/k/a The Jean Holmes McDonald Amended and Restated Trust dated June 4, 1990, to Virginia McDonald Miller and Jay Holmes McDonald.

At (page 51s) is a Quitclaim Deed from Jay Holmes McDonald to Jay H. McDonald, Trustee of The Jay McDonald Revocable Trust, U/A dated July 21, 2011, which deed is dated October 18, 2013 and recorded on March 19, 2014 as Document No. 2014021165. This deed is defective as the marital status of the grantor was omitted.

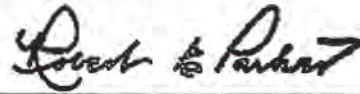
I require that you obtain and record a corrected deed from Jay Holmes McDonald and his spouse, if any, to Jay H. McDonald, Trustee of The Jay McDonald Revocable Trust, U/A dated July 21, 2011. If Jay Holmes McDonald was a single person as of October 18, 2013, you may obtain and record an Affidavit of Marital Status reciting the same.

At (page 55s) is a Quitclaim Deed from Virginia McDonald Miller to Virginia McDonald Miller, Trustee of The Virginia McDonald Miller Trust, U/A dated June 11, 2010, which deed is dated October 21, 2013 and recorded on March 19, 2014 as Document No. 2014021166. This deed is defective as the marital status of the grantor was omitted.

I require that you obtain and record a corrected deed from Virginia McDonald Miller and her spouse, if any, to Virginia McDonald Miller, Trustee of The Virginia McDonald Miller Trust, U/A dated June 11, 2010. If Virginia McDonald Miller was a single person as of October 21, 2013, you may obtain and record an Affidavit of Marital Status reciting the same.

TITLE OPINION

Title Examined October 1, 2015.



Robert E. Parker, OBA #6897

Attorney at Law

8522 East 61st Street, Tulsa, OK 74133

(918) 518-5313 (phone)

(918) 392-3790 (fax)

ABS #15-3705



WATER RULES & REGULATIONS



WATER RULES & REGULATIONS

RURAL WATER DISTRICT NO. 3 WASHINGTON COUNTY, OKLAHOMA

RULES AND REGULATIONS

Adopted on the 1 day of July, 2000

These Rules are issued in compliance with the provisions of the Rural Water Districts Act of Oklahoma (82 Okl. St. Ann. 1324-1-1324-26), and the By-laws of the District and are designed to govern the supplying and taking of water service in a uniform manner for the benefit of the District and its members. They are subject to change from time to time. If a provision of these Rules conflicts with a provision of the rate schedule, the provision of the rate schedule will prevail. If any portion of these Rules shall be declared invalid by competent authority, such voidance shall not affect the validity of the remaining portions.

1. DEFINITIONS:

The following expressions, when used herein, will have the meaning stated below.

- 1.1 Applicant: Any individual, firm, partnership, corporation or other agency owning land located within the District and applying for water service.
- 1.2 Benefit Unit: A right entitling the holder to one water service connection.
- 1.3 Board: The board of Directors of Rural Water District #3, Washington Co., Oklahoma.
- 1.31 Training: The duly elected board member hereby pledges to attend a minimum of six (6) hours of workshop training within twelve (12) months following election to said board for the purpose of receiving instruction in the areas of district financing, law, and the ethics and duties and responsibilities of district board members pursuant to Title 82 of the Oklahoma Statutes Section 1324.16.
- 1.32 Compensation for expenses: Board members will receive reimbursement of expenses for attending local, state, national, and international meetings concerning board member training and business for the district. Mileage, at the current rate that IRS recognizes, will be reimbursed to each board member, while serving on the board, for travel to and from local, state, national, Regular, Special and Emergency meetings; upon the presentation of a written request containing the mileage, to be presented quarterly.
- 1.4 Consumer: Any individual, firm, partnership, corporation or other agency receiving water from the District's facilities and owning or occupying land located within the District in favor of which one or more benefit unit(s) have been subscribed and paid for.

WATER RULES & REGULATIONS

- 1.5 Point of Delivery: The point of delivery shall be at the meter, unless otherwise specified in the Application for Water Service & Water User's Agreement.
- 1.6 Service of Delivery: The term service, when used in connection with the supplying of water, shall mean the availability for use by the consumers of water adequate to meet the consumer's requirements. Service shall be considered as available when the District maintains the water supply at normal pressure at the point of delivery, in readiness for the consumer, regardless of whether or not the consumer makes use of it.
- 1.7 Application for Water Service & Water User's Agreement: The agreement or contract between the consumer and the District, pursuant to which water service is supplied and accepted.
- 1.8 Water Service: A water service shall consist of facilities for supplying water to a residence or business establishment located on the land within the District.

2. GENERAL RULES

- 2.1 Rates and Charges: The supplying and taking of water will be in conformance with these rules and the applicable rate schedule attached hereto, and filed with the Secretary of the District. Provided however, that such rate schedule is subject to change by the action of the Board, Provided further, that if at any time the Board determines that the total amount derived from the collection of water charges is insufficient for the payment of operating costs, emergency repairs, or debt service, the Board shall increase the minimum water rate for the first month thereafter in an amount of sufficient to pay such operating costs, emergency repairs, or debt service.
- 2.15 Violation: A violation of the Laws of the State of Oklahoma or any Agency thereof concerning the operation of the District's water system or a violation of the District By-Laws or District Rules and Regulations by the applicant or any person acting on behalf of the applicant will result in a forfeiture of applicants Benefit Unit in the sole discretion of the District Board of Directors and upon forfeiture the patron will no longer be entitled to water service from the District.
- 2.2 Membership: Applicants for service shall make application to the District. The applicant will purchase a benefit unit for each water service desired, fire sprinkler system desired, and sign the standard Application for Water Service & Water Users' Agreement for an indefinite period. Each application must be approved by the Board. (Attachment #1)
- 2.3 Service Readiness: Before installing a service extension and providing water available for use, the Board may require the applicant to pipe his home and be in readiness to accept service.

WATER RULES & REGULATIONS

- 2.4 Transfer Responsibility: It shall be the consumer's responsibility to anticipate changes of occupancy, and to have his benefit unit transferred to the new consumer as prescribed in the By-laws. Until the benefit unit is formally transferred, the original holder shall be responsible for payment for service. All charges levied against a benefit unit must be paid before the benefit unit can be transferred or service resumed where there has been a suspension. (Attachment #2)
- 2.5 Fiscal Year: The fiscal year for the District shall be from January 1 through December 31 of every year.
- 2.6 Sole Use: A standard water service connection is for the sole use of the applicant or the consumer and does not permit the extension of pipes to transfer water from one property to another; nor to share, resell, or sub-meter water to any other consumer. If an emergency or specific situation should make such an agreement advisable, it shall be done only on specific written permission of the Board and for the duration of the emergency.
- 2.7 Inspection Rights: Representatives of the District shall have the right at all reasonable hours to enter upon consumer's premises to read and test meter, inspect piping, and to perform other duties for the proper maintenance and operation of service; or to remove its meters and equipment upon discontinuance of service by/to consumers.
- 2.8 Service Interruptions: The District will make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extensions, or for other necessary work. Efforts will be made to notify consumers who may be affected by such interruptions, but the District will not accept responsibility for losses which might occur due to such necessary interruptions. The District does not accept responsibility for losses which might occur due to interruptions in service caused by storms, strikes, floods, or other causes beyond its control.
- 2.9 Property Ownership Change: The District will allow a Benefit Owner ninety (90) days in which to sell, transfer, or relocate their water service when the owner no longer holds title to the original property on which the service is located.
- 2.10 Septic System/Pressure Statements: An applicant shall be required to sign the attached statements concerning the existence of an approved septic system and the recommended installation of a pressure regulator when applicable. (Attachment # 3) Waiver to take the place of sewage disposal inspection and acceptance required by DEQ. Applicant has 30 days to comply with DEQ regulations and furnish RWD #3 Wash. Co. a written inspection and approval by DEQ of this sewage disposal system.

WATER RULES & REGULATIONS

- 2.11 Miscellaneous Contracts: The District, through its Board, may make specific water service contracts with the Federal Government, the State of Oklahoma or agencies thereof, school districts, and municipal corporations differing from stipulations set out in the rate schedule and Rules.
- 2.12 Water System Connections: There shall be no physical connection between any private water system and the water system of the District. Representatives of the District shall have the right, at all reasonable hours, to enter upon consumer's premises for the purpose of inspection and enforcement of this provision. Violation of this provision shall constitute cause for disconnection of a consumer's service.
- 2.13 Excessive Water Requirements: In the event an applicant whose water requirements are found to exceed the District's ability to supply it from existing facilities without adversely affecting service to other consumers to an unreasonable extent, the District will not be obligated to render such service, unless and until suitable self - liquidating financing is arranged to cover necessary investment in additional facilities.
- 2.14 Capital Improvements: The expenditures of District capital improvement monies without payback to the District shall pertain to any temporary, permanent, or emergency construction, either new, enlargement or change in design which improves water quality, water supply or provides a new water source and shall be contingent upon the following criteria; any improvement cannot serve a new area outside District boundaries; any improvement must have prior approval by the Board, including location, size and scope.

3. RATES AND CHARGES:

- 3.1 Benefit Unit Cost: The base purchase price of a Benefit Unit will be \$1,000.00, effective May 9, 2005. After a benefit unit has been purchased the customer has up to 90 days for installation. At the time of installation (90 days or date meter is installed, which ever comes first) the monthly billing will begin. The portion of funds over and above the actual cost of installation will be recorded in a separate capital improvement account, which is to be allocated for distribution system improvement funding programs. If there was previous ownership of a benefit unit, which forfeited, a new benefit unit cannot be reclaimed unless the past indebtedness is paid in full. In some areas there may be an additional connection charge required due to capital expenditures that were necessary to improve the system in order to make benefit units available, i.e., Line extensions and /or upgrades, this charge must be paid in full at the time of purchase.
- 3.2 Extra Expenses: Any expense involved in setting a meter, which are over and above the cost of the benefit unit, will be charged to the customer.
- 3.3 Residential Rates: Water rates, effective April 15, 2015 shall be as follows;

WATER RULES & REGULATIONS

- \$ 18.00 minimum
- \$ 3.40 per 1,000 gallons for 0 through 400,000
- \$ 3.50 per 1,000 gallons for 401,000 through 600,000
- \$ 9.17 per 1,000 gallons for all over 601,000

3.31 Commercial Rates:

1" Meter	\$21.00	Base Rate
	Plus	Normal Rate Structure
2" Compound Meter	\$28.00	Base Rate
	Plus	Normal Rate Structure
4" Compound Meter	\$31.00	Base Rate
	Plus	Normal Rate Structure
6" Compound Meter	\$36.00	Base Rate
	Plus	Normal Rate Structure

3.32 Fire Sprinkler Line W/Meter:

4"	\$42.38	Base Rate
	Plus	Normal Rate Structure
6"	\$54.84	Base Rate
	Plus	Normal Rate Structure
8"	\$67.39	Base Rate
	Plus	Normal Rate Structure

3.4 Payments: Consumers shall remit the necessary payment the last business day of every month, effective 11-13-06. Service bills not paid by the first (1st) of the following month billed, shall be subject to a ten percent (10%) late charge. Meters will be read every month, and service may be discontinued after thirty (30) days delinquency and over thirty dollars (\$30.00). Service charge for disconnection and reconnection will be twenty-five dollars (\$25.00) for each action, plus full payment of the delinquent amount and thru reading on meter at time of disconnect. Any water loss, due to leaks which occur on the customer's side of the meter, will be the benefit unit owner's responsibility and can be adjusted with a one time leak adjustment per account. There will be a twenty-five dollar (\$25.00) service charge on any returned check, effective March 11, 2013, Resolution No. 2013-03.

3.5 Base Rate: The monthly base rate charge does not allow for water usage.

WATER RULES & REGULATIONS

- 3.6 Service Fees: Effective March 11, 2013, per Resolution No. 2013-03.
The following standard fees shall be charged for District administrative services:

Copying	For up to 8 ½ x 14, \$0.25 per page, and \$1.00 per page for certified copies.
Researching open records request	\$25.00 per hour where applicable, see Title 51 O.S. Section 24A.5
Reading meters	\$25.00
Certified letter	\$6.00 or actual costs, whichever is more
Returned check	\$25.00 or actual costs, whichever is more
Returned auto draft	\$25.00 or actual costs, whichever is more
Lock/unlock meter	\$25.00 each trip
Pull/replace meter	\$1000.00
Transfer fee	\$25.00
Meter swing fee	Cost of equipment and labor plus 10%
Hydrant meter	Deposit of the cost of the meter, along with payment of the monthly base rate plus water at the applicable per thousand charge

- 3.7 Mobile Home Parks: Rates charged for mobile home parks will include a monthly base rate per space, effective August 9, 1999, plus the standard rate for water usage.
- 3.8 Recreational Vehicles: Rates charged for recreational vehicle spaces will be a monthly base rate per space, plus the standard rate for water usage.
- 3.9 Public Sales: Water sales to the public will be made at a cost to include the base rate plus the highest rate per 1,000 gallons plus any expenses incurred by the District.
- 3.10 Cemetery Use: Cemetery organizations or associations within the District boundaries can purchase a benefit unit; the rate charges will be the base rate per month plus water usage at current rates.

4. FIRE PROTECTION POLICY:

- 4.1 District: District as an accommodation to the community, will allow flushing hydrants to be installed on lines as provided for herein, which may be used for purposes of fire protection. However, the District makes no representations or warranties concerning the adequacy of the hydrant or volume of water delivered. All customers and members of the public are to advise their insurance carriers as to proper inspection of any facility which the customer, the public or their insurance carrier is relying upon for fire protection purposes to determine whether the hydrant and required pressure meets insurance standards and specifications.

WATER RULES & REGULATIONS

- 4.2 Installations: Hydrant installations shall be allowed only on lines which will furnish or deliver a minimum of 150 gallons per minute all of which shall be determined by the District Engineer. All four-inch lines shall be restricted to a post hydrant or a two-way flushing hydrant unless otherwise approved by district engineer.
- 4.25 Post, Flushing and/or fire hydrants may be installed at each intersection by employees of the district while installing new or upgrading existing distribution water lines; based on the information in section 4.2 and to be determined by the District Engineer.
- 4.3 Application: Each application for water service will contain the following caveat; “Rural Water District No. 3, Washington County, makes no representations nor warranties concerning the adequacy of any fire hydrant, or volume of water delivered at a fire hydrant. All patrons are advised to advise their insurance carrier as to proper inspection of any facility which the patron or their insurance carrier is relying upon for fire protection purposes, to determine whether the hydrant meets insurance company required standards and specifications.”
- 4.4 Testing: Fire Protection Districts shall be charged for all water used for testing any fire protection device at the highest current rate per 1000 gallons plus the required minimum plus any expense the District may incur as a result of such testing, unless alternative agreement is established with the Board of Directors.
- 4.5 Systems: No suction or other extraction systems shall be connected to any hydrant. Or the liability will be born by the person or organization committing the act.
- 4.6 Authorization: No District hydrants or valves or equipment shall be used without prior notice and authorization from the District, EXCEPT, when required by an emergency situation. In particular this provision shall apply to all flow or operational testing of fire protection equipment.
- 4.7 Tampering: Any person or organization tampering with or violating district hydrants without consent can be prosecuted to the fullest extent of the law.

5. MULTIPLE USERS:

- 5.1 Requirements: The Board may specifically authorize the owner of a benefit unit to connect an additional residence or business to his single line from the meter, contingent upon the following requirements;
- A. An additional base rate will be charged each month.

WATER RULES & REGULATIONS

- B. Approval of the septic system for the additional unit by the appropriate county health department must be furnished before connection to the service is made.
- C. Any additional connection made without approval and meeting all contingencies may result in the benefit unit being cancelled and service discontinued.

6. METERS:

- 6.1 Ownership/Responsibility: Meters will be furnished, installed, owned, inspected, tested, and kept in proper operating condition by the District without cost to the consumer. A complete record of tests and histories of meters will be kept. Meter tests will be made according to methods of the American Waterworks Association by the District, as often as deemed necessary by its Board.
- 6.2 Location: Meters shall be set on private property in front of the premises to be served, or at the closet point on the consumer's premises as designated by the District. All meters shall be set outside and never connected into a vertical pipe. Meters set outside shall be placed in a meter box. Meters cannot be set on property which has been determined by the District Engineer to be in an area which has reached its delivery capacity or is "red-flagged."
- 6.3 Errors/Testing: Service meters with errors that do not exceed two percent (2%) fast or slow shall be considered as being within the allowable limits of accuracy for billing purposes. The percentage of error will be considered as that at ten percent (10%) load, unless a consumer's rate of usage is known to be practically constant, in which case the error at such constant use will be used. Meter test requested by consumers will be performed without cost to the consumer if the meter is found to be in excess of two percent (2%) fast. Otherwise, the consumer for whom the requested test was made will be charged for the cost of making the test.
- 6.4 Corrective Readings: Representatives of the District shall read all meters at least once annually.
- 6.5 Damage: The consumer shall be responsible for any damage to the meter installed for his service due to any cause other than normal wear and tear.
- 6.6 Misappropriation: The Board may, in their discretion, forfeit the benefit unit of any member of the District who misappropriates water and may refuse water service to such member; they shall assess a penalty up to the sum of One Thousand Dollars (\$1,000.00); they shall determine the amount of estimated water usage and require reimbursement of that amount together with all costs incurred by the District including disconnect fees, legal fees, accounting fees, etc.; the Board shall be entitled and directed to take any and all steps necessary and

WATER RULES & REGULATIONS

proper in the premises to protect the interest of the District and the patrons therein,, including, but not limited to, the procedures above-described and including, but not limited to, the filing of criminal charges for prosecution of any violator.

7. SERVICE LINES:

- 7.1 Ownership/Responsibility: The District will install and pay for all water service pipes (except for private fire protection) from its mains to the meters on property abutting the travel way along which the main is installed. The service pipe shall not be less than one inch (1) in size. The District will also install and pay for the cock, meter, and meter setting.

8. EXTENSIONS AND DEVELOPMENTS:

- 8.1 Extension Requirements: All extensions to District main lines must be installed according to District specifications and with prior Board approval, with all associated expenses borne by the applicant requesting said extension. (Attachment #4).
- 8.2 Development Requirements: Any development within the boundaries of the District must be installed according to District specifications and with prior Board approval, with all associated expenses borne by the developer. (Attachment # 5).
- 8.3 Extension/Development Restrictions: No water line extension will be approved if said extension would create or add to existing low pressure problems during normal or peak demand periods. The judgment of the a District's Engineer shall be a determining factor on this issue.

Unanimously adopted at meeting of Board of Directors, conducted the 8th day of May, 2000.

RURAL WATER DISTRICT #3
WASHINGTON COUNTY

By _____
Chairman

WATER RULES & REGULATIONS

Rural Water District No. 3

Washington County, Oklahoma

17227 N. 129th E. Ave., P.O. Box 70, Collinsville, OK 74021-0070

Ph. (918) 371-2055 • Fax (918) 371-3864 • TRS 711

This institution is an equal opportunity provider and employer.

CHECK LIST FOR OFFICE

- _____ 1. COMPLETION DATE OF APPLICATION _____.
 - _____ 2. \$1000.00 TAP FEE PAID. CR# _____ DATE _____
 - _____ 3. FINAL INSPECTION OF SEWAGE SYSTEM FROM DEQ.
 - _____ 4. RECORDED GENERAL WARRANTY DEED WITH PROPER LEGAL DESCRIPTION.
 - _____ 5. RETURNED SIGNED EASEMENT(S) FROM APPLICANT(S).
 - _____ 6. FIELD AUDIT.
 - _____ 7. APPLICATION APPROVED BY BOARD OF DIRECTORS.
 - _____ 8. WORK ORDER # _____ DATE _____
- LINE EXTENSION, YES _____ NO _____
- ROAD BORE, YES _____ NO _____

PHYSICAL LOCATION:

Owner Signature

Location Address

Billing Address

City, State, Zip

Day Time Telephone #

Number in Family

WATER RULES & REGULATIONS

MEMORANDUM

TO: MEMBERS

FROM: Rural Water District #3 Washington County, Oklahoma

SUBJECT: Underground Sprinkler Systems

Rural Water District #3 Wash. Co. would like to inform our members and prospective members that the 5/8" X 1" meters the District sets will not provide the proper amount of pressure or water flow for the underground sprinkler systems. Rotating the amount of heads used will help but the pressure still will not be sufficient.

The District can set you a 1" meter that will provide the proper pressure and flow for the difference in cost between the two meters.

Please sign below to let us know that you have read and understood the above memo.

Signature

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for loan and grant programs in order to monitor borrower/grantee compliance with the Civil Rights Act of 1964. You are not required to furnish this information, but are encouraged to do so. The law provides that an entity or lender may not discriminate on the basis of this information, or on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations this entity is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish the information, please check below:

APPLICANT

I do not wish to furnish this information.

Race/National Origin:
(Select one or more)

- American Indian or Alaska Native
- Asian
- Native Hawaiian or other Pacific Islander
- Black or African American
- Hispanic or Latino
- White
- Other (specify) _____

Sex: Female Male

CO-APPLICANT

I do not wish to furnish this information.

Race/National Origin:
(Select one or more)

- American Indian or Alaska Native
- Asian
- Native Hawaiian or other Pacific Islander
- Black or African American
- Hispanic or Latino
- White
- Other (specify) _____

Sex: Female Male

TO BE COMPLETED BY INTERVIEWER:

This application was taken by: face to face interview by telephone by mail

Applicant's Name: (print or type) _____

Co-Applicant's Name: (print or type) _____

Interviewer's Name: (print or type) _____

Interviewer's Signature: _____ Date: _____

WATER RULES & REGULATIONS

TEMPORARY TAP RELEASE FOR BUILDING PURPOSES

LOCATION ADDRESS _____

PERC TEST/LOG # _____

TYPE OF SEWAGE DISPOSAL SYSTEM

(check one)

LAGOON ___ AEROBIC ___ ETA ___ WETLANDS ___ STANDARD SEPTIC ___

I shall not produce sewage from this location until Rural Water District #3, Washington County, is provided with a copy of Form 576 or a copy of documentation of an approved alternative system, Lagoon, Aerobic, ETA or Wetland. This documentation or Form 576 must be in our office within thirty (30) days of the water meter being installed also it must be on file at the time of transfer. **Water meter will be removed if documentation has not been received at the end of the thirty (30) days.**

DEQ REGULATION:

CHAPTER 630. PUBLIC WATER SUPPLY OPERATION

252 : 630-1-13. Permit requirements for water systems extensions

(a) Plans and specifications for new systems, additions, modifications for distribution line extensions must be submitted to the Department for approval. Maintenance of existing facilities not involving a change in size, location, storage, distribution or treatment does not require approval. **Exceptions to this requirement shall be in accordance with OAC 252 : 625.**

(b) Public water supply systems shall assure that water lines, including supply lines, are not installed in or through subsurface absorption systems or areas where they are exposed to sewage or other contamination. Customers can satisfy this by providing the Public water supply system with a copy of a Department-approved inspection form (form 576 or form 576A or an affidavit stating there is a sewage disposal system that is working satisfactorily and showing the location of the system components. Public water systems shall assure that water lines remain free from exposure to sewage or other contamination.

D. Any facility within the jurisdiction of the Department and required to obtain a permit by subsection A of this section may elect to utilize an innovative treatment technique in accordance with this subsection. An innovative treatment technique is a treatment technique not currently recognized by the department nor found in the regulations governing construction of such facilities. Upon compliance with the requirements of this subsection the requirements in subsection A will not apply. a facility that elects to utilize an innovative treatment technique shall first submit the following documentation to the department.

1. An engineering report, prepared by a professional engineer registered in the State of Oklahoma, which includes a complete description of the proposed innovative treatment technique;

WATER RULES & REGULATIONS

2. A certification from a professional engineer registered in the State of Oklahoma that the innovative treatment technique will allow the facility to meet applicable federal and state discharge and land applications requirements; and

3. A statement from the owner of the facility that should the facility subsequently fail to meet any federal or state discharge or land application requirement that the owner of the facility will immediately take all necessary action to install a recognized treatment technique.

SECTION 2. NEW LAW a new section of law to be codified in the Oklahoma Statutes as Section 2-6403.1 of Title 27A, unless there is created a duplication in numbering, reads as follows:

The Department of Environmental Quality shall not require a departmental inspection of an existing individual sewage disposal system prior to a service connection to a public water supply system.

SECTION 3. This act shall become effective November 1, 1997

I certify that I have read and understand the contents of the above DEQ regulations that can be assessed upon me as landowner and the Rural Water District #3 Washington County as the supplier of water:

Land owner/Developer

Notary Public

Expiration date

WATER RULES & REGULATIONS

RURAL WATER DISTRICT NO. 3, WASHINGTON COUNTY, OKLAHOMA
P.O. Box 70
Collinsville, OK 74021-0070

APPLICATION FOR WATER, WATER USER'S AGREEMENT & GRANT OF EASEMENT

This Agreement is made and entered into between RURAL WATER DISTRICT NO. 3, WASHINGTON COUNTY, OKLAHOMA, organized under Oklahoma Statutes 82, 1324.1 et seq. hereinafter called the "DISTRICT", AND _____

_____ Acc# _____
PARTICIPATING MEMBER of the DISTRICT, hereinafter called "MEMBER."

WITNESSETH:

WHEREAS, DISTRICT is engaged in the business of selling and distributing potable water to its members in accordance with its By-Laws and Rules and Regulations and;

WHEREAS, MEMBER is desirous of subscribing to a Benefit Unit which would entitle MEMBER to water service in accordance with the By-Laws and Rules and Regulations of DISTRICT;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein, the parties agree as follows:

1. So long as MEMBER complies with DISTRICT By-Laws, Rules and Regulations and the terms of this Agreement, DISTRICT agrees to sell and deliver potable water to MEMBER at the land hereinafter described, all in accordance with DISTRICT By-Laws and Rules and Regulations.
2. MEMBER agrees and does hereby subscribe for and pay for one Benefit Unit to be issued by DISTRICT for the sum of One Thousand Dollars (\$1,000.00).
3. MEMBER agrees, as a condition of water service from DISTRICT to the following:

A. Pay a minimum monthly base rate for each living quarters or commercial unit from the time service is made available by the DISTRICT, and pay for additional water used, at the rate set out in the rate schedule adopted by the Board of Directors. Any changes made in the minimum monthly base rate and rate schedule, by the Board of Directors of this DISTRICT shall become part of this agreement as though fully set out herein.

B. Until such time as you are notified in writing by this DISTRICT, the meter will be read by the DISTRICT. A water service bill shall be rendered by the DISTRICT on or before the last day of the month following the month in which the service is used, and the undersigned agrees to pay said service bill on or before the last day of the month in which the bill is rendered, or be subject to late charges of ten percent (10%). Failure of the undersigned to receive a service bill shall not excuse the undersigned from his obligation to pay. Failure to pay service bills shall result in discontinuance of water service.

C. The water service supplied by this DISTRICT shall be for the sole use of the undersigned; the undersigned agrees that he will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will he share, resell or submeter water to any other consumer. Each meter service shall supply water to only one residential property or business establishment located on land within the DISTRICT.

D. If, after water service is made available and the same is disconnected for any purpose, pursuant to the By-Laws and the Rules and Regulations of the DISTRICT reconnection shall be upon the conditions set out in the By-Laws and the Rules and Regulations.

E. The undersigned agrees that he will make no physical connection between any private water system and the water system of the DISTRICT. Representatives of the DISTRICT may, at any reasonable time, come on the premises where the water service is being used, for the purpose of making inspections to enforce this provision. Violation of this provision shall be grounds for disconnection of service.

WATER RULES & REGULATIONS

2.15 Rules and Regulations – A violation of the Laws of the State of Oklahoma or any Agency thereof concerning the operation of the District’s water system or a violation of the District By-Laws or District Rules and Regulations by the applicant or any person acting on behalf of the applicant will result in a forfeiture of applicants Benefit Unit in the sole discretion of the District Board of Directors and upon forfeiture the patron will no longer be entitled to water service from the District.

4.3 Rules and Regulations – Fire Protection Policy - Each application for water service will contain the following caveat; “Rural Water District No. 3, Washington County, makes no representations nor warranties concerning the adequacy of any fire hydrant, or volume of water delivered at a fire hydrant. All patrons are advised to advise their insurance carrier as to proper inspection of any facility which the patron or their insurance carrier is relying upon for fire protection purposes, to determine whether the hydrant meets insurance company required standards and specifications.”

F. The Laws of the State of Oklahoma, the By-Laws of this DISTRICT and the Rules and Regulations of this DISTRICT, as presently existing and as may be amended from time to time, are made part of this agreement as though fully set out herein.

G. If the Benefit Unit applicant should decide not to have a meter set, the Applicant shall be required to pay for the landman fees and also a \$75.00 processing charge incurred by DISTRICT. These charges will be deducted from the \$1,000.00 Benefit Unit fee and the Applicant will receive the balance.

H. The tract to which this unit is assigned is that tract described in paragraph four (4) following:

4. The undersigned MEMBER in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by DISTRICT to MEMBER, the receipt and sufficiency of which consideration is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey unto said DISTRICT, its successors and assigns, a Perpetual Easement with the right to erect, construct, install, lay, remove and replace and thereafter use, operate, inspect, repair, maintain, replace and remove a potable water transmission line and distribution line or lines over and across the following described lands owned by the MEMBER, to wit:

together with the right of ingress and egress over the adjacent lands of the MEMBER, his successors and assigns, for the purposes of this easement. The easement over the land above described is set forth as follows:

The above described consideration shall constitute full payment for all damages sustained by MEMBER by reason of the installation of the structures referred to herein, and the MEMBER will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from misuse to MEMBER’S premises. This agreement together with all other provisions of this grant shall constitute a covenant running with the land for the benefit of the DISTRICT, its successors and assigns.

The property described herein was obtained or improved through Federal financial assistance, namely, Farmers Home Administration Loan. This property is subject to the provisions of Title VI of the Civil Rights act of 1964 and the

WATER RULES & REGULATIONS

Rural Water District No. 3

Washington County, Oklahoma

17227 N. 129th E. Ave., P.O. Box 70, Collinsville, OK 74021-0070

Ph. (918) 371-2055 • Fax (918) 371-3864 • TRS 711

This institution is an equal opportunity provider and employer.

TRANSFER FORM

(Seller)

For value received, the undersigned _____

Please Print Name

Account No. _____ the owner(s) of Benefit Unit Serial No. _____ of

Rural Water District No. 3 hereby assign(s), convey(s), and transfer(s) said Benefit Unit to _____

Meter Reading

Seller(s) Name

Date of Reading

Address

Total Due _____

City State Zip Code

Telephone Number

ACCEPTANCE OF TRANSFER

(Buyer)

I (we) _____

Please Print

The assignee(s) named in the above Assignment, hereby accept(s) the Assignment to me (them) of the above described Benefit Unit, and agree(s) to assume and be bound by all of the obligations imposed upon the holder of such Benefit Unit by the By-Laws and the Rules and Regulations of Rural Water District #3, Washington County, Oklahoma. I (we) understand that in the event the above named seller does not pay the bill in full, I (we) will be responsible for payment. By your signature you give Rural Water District #3 Washington County the authority to carry out the By-Laws, Health Department Rules, inspect for cross-connections, illegal taps, make meter repairs, take meter readings, and extend main lines.

\$25.00 TRANSFER FEE

PAID CR# _____

BUYER (S) NAME

ADDRESS

CITY STATE ZIP CODE

TELEPHONE NO.

WATER RULES & REGULATIONS

RURAL WATER DISTRICT #3, WASHINGTON COUNTY, OK. LINE EXTENSION AGREEMENT, SPECIFICATIONS AND CHECKLIST

DATE _____

Name

Address of line extension

1. _____ Furnish three (3) copies of engineered plans for the location of the line extension along with proper easements for all property involved to the District for review.
2. _____ Write a letter asking to speak to the Board of Directors at the next monthly board meeting asking for water availability.
3. _____ District Engineer's feasibility report as to adequate supply of water and distribution system.
4. _____ Furnish the signed line extension agreement, along with the DEQ Application, Engineer's Report, five (5) copies of water line plans, and payment for application fee.
5. _____ After the Construction Permit is issued by DEQ and prior to the line extension installation you will need to contact the office for arrangements for the District to inspect the water line installation.
6. _____ After installation and inspection, two bacteriological samples will be taken. When the samples come back safe the water will be considered potable.
7. _____ The applicant will be billed by the district for the following fees: inspection fee of ten cents (.10) per foot and the district's costs for any engineering charges that may be billed by the district's engineer, bacteriological sample charges and any appurtenances furnished by the district.
8. _____ After installation, furnish as-built plans(if necessary), plans and profiles on computer disk, filed easements and/or filed plat.
9. _____ After the above requirements are met, the application completed, the membership fee and inspection fees are paid and proof of payment of indebtedness for construction and subordination of any existing mortgage, it can now go before the board for final approval.
10. _____ After one year, with the approval of the board, a bill of sale should be furnished to RWD #3 Washington County, for the line extension and all appurtenances.

WATER RULES & REGULATIONS

11. ___ After acceptance of the bill of sale, by the board of directors, the district will be responsible for all repairs or replacement of line.

I have read and understand that the applicant shall be responsible to pay for all construction expenses (labor, materials, or otherwise), inspection fees, engineering costs incurred by the District, and any other expenses or fees associated with the line extension.

I have read and understand that the granting of the line extension does not guarantee future extensions to any property, whether owned by the applicant or not, and does not obligate the District to provide future benefit units to applicants as the District's customers are rendered service on a first-come, first-served, basis.

I have read and understand the above checklist and attached water line construction specifications and agree to comply with all requirements of Rural Water District #3 Washington County, Oklahoma.

Signature

Date

WATER RULES & REGULATIONS

DEVELOPERS AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between RURAL WATER DISTRICT #3 WASHINGTON COUNTY, OKLAHOMA, A PUBLIC CORPORATION, party of the first part, hereinafter referred to as Water District, and _____, party of the second part hereinafter referred to as Developers.

WITNESSETH:

WHEREAS, Developers are the promoters and subdividers of the following described property:

(See attached Exhibit "A" incorporated herein by reference)

all of which lies within the corporate boundaries of the Water District; and,

WHEREAS, Developers desire to obtain an extension of the water distribution to service _____ lots therein for the purpose of making an orderly development of said subdivision for residential purposes; and,

WHEREAS, The Water District is willing to extend its service to said subdivision for the purpose of servicing the _____ lots in this agreement, and subject also to the performance on the part of the Developers of the pre-requisite condition on their part to be performed; as hereinafter expressly defined.

NOW THEREFORE, in consideration of the premises, and the mutual promises of the parties hereto, it is agreed by and between the Water District and the Developers as follows:

1. THE WATER DISTRICT'S AGREEMENT to extend its water services to said subdivision shall be conditioned upon receipt by the Water District of a written feasibility report from its engineers, evidencing that the Water District's existing system is adequate to provide water needs of the proposed subdivision, it being expressly understood by and between the parties the Water District shall not be obligated to provide water service until each individual applicant for a Benefit Unit has been approved by the Board of Directors in their sole discretion and compliance with laws of the State of Oklahoma, State DEQ, Rules and Regulations and By-Laws of the District. It is further expressly understood by and between the parties that the Water District shall not be obligated to extend its services beyond the proposed subdivision to any other subdivision or future development undertaken by the Developers.

2. DEVELOPERS SHALL provide the Water district with at least five (5) copies of a right of way map, one (1) copy of recorded plat signed by the county commissioners and one (1) 3 1/2" floppy disk showing location of all water lines, line

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sizes, and type of pipes, and the location of the sites by the engineers for the Water District.

3. DEVELOPERS shall construct a domestic water distribution system including necessary appurtenances within the subdivision conforming, as a minimum, to the standards and specifications governing the construction of the existing water works system of the Water District heretofore prepared by District's engineer, and identified as the original construction plans and all supplemental designs, plans and specifications prepared for the Developers by a qualified engineer for this subdivision which meets the requirements of the Water District and State DEQ. Installation and testing of the system shall be subject to inspection by an employee or designated agent of the Water District. All legal, engineering, inspection, installation and testing costs shall be borne by the Developers. Inspection expenses incurred by the Water District shall be paid by the Developers at a cost of ten (10) cents per foot of constructed line.

(See attachment "B" incorporated herein by reference).

4. IT IS EXPRESSLY UNDERSTOOD by and between the parties that no pressure pumps shall be used in the withdrawal of water from any fire hydrant which may be installed, or part of the system.

5. DEVELOPERS will upon completion and satisfactory testing of the installation assign the system within the subdivision to the Water District for its operation and maintenance. All easements and rights of way necessary for the extension of the Water District's system to and within the subdivision shall be provided or obtained by the Developers and shall run in favor of Rural Water District #3, Washington County, Oklahoma, Developer shall likewise provide perpetual easements or fee title in favor of the Water District on all tracts or areas on which any tanks or pump station or similar facilities may be constructed. Developers shall submit to the Water District for examination and approval all required easements and rights of way and shall provide such evidence of good title to all perpetual easements and fee titles as shall be required by the Water District.

6. CONSTRUCTION and installation of the system by the Developers shall be subject to final approval by the Water District and Oklahoma State DEQ before assignment and conveyance of the water distribution system is accepted. Developers shall provide a maintenance bond which shall run in favor of the Water District and which shall be effective upon acceptance of the facility and for a period of one year thereafter. The Water District, by acceptance of said facilities, shall not be deemed to have assumed any pre-existing liability or obligations imposed upon or assumed by the developers, or any third parties, in connection with the construction and maintenance of said facilities. It is expressly understood by and between the parties that the Water District will not assume ownership, maintenance or liability for any amenities constructed by the Developers in the subdivision such as a clubhouse, swimming or wading pool.

WATER RULES & REGULATIONS

7. DEVELOPERS WILL convey and assign to the Water District a good title to said water distribution system and all extensions and facilities appurtenant thereto, and any fee title and perpetual easements in a manner acceptable to the Water District. Developers will provide the Water District with evidence that all costs of construction, extensions and appurtenances have been fully paid and will further provide a statement of the total costs of such facilities.

8. UPON FINAL APPROVAL and acceptance of the water distribution; system by the Water District and Oklahoma State DEQ, the Water District agrees, if water is available to serve all or part of the subdivision without impairing service to the Water District's existing customers, to deliver water service from its existing water system to the subdivision and to assume the operation and maintenance thereof. Such service shall be provided to the landowners within the subdivision, the Water District will approve such applications and issue to the applicant a Benefit Unit Certificate at the established contribution costs, and thereupon shall install a water meter. It shall be the responsibility of the landowner to extend water service form the meter without cost to the District. Each purchaser of a Benefit Unit Certificate shall deposit any connection fee required for other members in the Water District, and from and after the installation of the water meter, shall pay to the Water District for water at the same rates established by the Water District for other customer members of the Water District.

IN WITNESS WHEREOF, party of the first part has affixed its signature and corporate seal and parties of the second part and year first above mentioned.

PARTY OF THE FIRST PART

RURAL WATER DISTRICT #3

WASHINGTON COUNTY, OKLAHOMA

BY: _____

District manager

ATTEST:

Secretary (clerk)

PARTY OF THE SECOND PART

By: _____

WATER RULES & REGULATIONS

RURAL WATER DIST. #3 WASH CO. DEVELOPERS REQUIREMENT CHECKLIST

1. ____ Furnish three sets (3) of preliminary plans showing size and location of all lines for review prior to Board Meeting.
2. ____ Write a letter asking to speak to the Board of Directors at the next monthly board meeting asking for water availability.
3. ____ District Engineer's Feasibility Report as to adequate supply of water and distribution system.
4. ____ Return signed Developers Agreement between District and Developer to our office before plans are mailed to DEQ.
5. ____ Furnish to Rural Water District #3, Washington, County and the District Engineer five (5) reproducible copies of final plans on paper and on computer disk, including profiles, contours, etc.; required easements reflected on plans or secured (for line, ingress and egress); signatures as required (Co. Comm., Treasurer, Planning Comm., Department of Environmental Quality, etc.) and filed plat.
6. ____ Obtain Oklahoma Department of Environmental Quality (DEQ) Permit.
7. ____ Certificate of inspection and pressure testing on installed system and two safe bacteriological samples.
8. ____ Proof of payment of indebtedness for construction and subordination of any existing mortgage.
9. ____ Bill of Sale from the owner, effective for one (1) year from date of final approval, assigning all the distribution system and appurtenances to RWD #3.
10. ____ Maintenance Bond or cash bond, to be held one year after final approval.
11. ____ Fire Devices: Fire hydrants may be required at the option of the water district, to be installed by the developer along with installation of water lines.

TABLE OF CHARGES

1. ____ Application fee of \$100.00, due with application.
2. ____ Feasibility Report (Engineering charges), and bacteriological sample charges billed at District cost.
3. ____ Construction inspection at ten (.10) cents per foot.
4. ____ Connection costs to include all expenses incurred during installaton.
5. ____ Maintenance Bond = 5% of construction costs (\$100.00 minimum); unused portion to be refunded one year after final acceptance by RWD #3.
6. ____ Oklahoma Department of Environmental Quality (DEQ) fee.

Upon completion of above requirements, the Board of Directors of RWD #3 may formally accept the system and water will be made available on a first come, first served basis.



PHOTOGRAPHY





TRACT 1



TRACT 1



TRACT 2



TRACT 2



TRACT 2



TRACT 3



TRACT 3



TRACT 3



TRACT 4



TRACT 4



TRACT 5



TRACT 5



TRACT 6



TRACT 6



TRACT 7



TRACT 7



TRACT 7



TRACT 7



TRACT 8



TRACT 8



TRACT 8



TRACT 8



TRACT 8



TRACT 9



TRACT 9



TRACT 9



TRACT 10



TRACT 10



TRACT 11



TRACT 11



TRACT 11



TRACT 12



TRACT 13



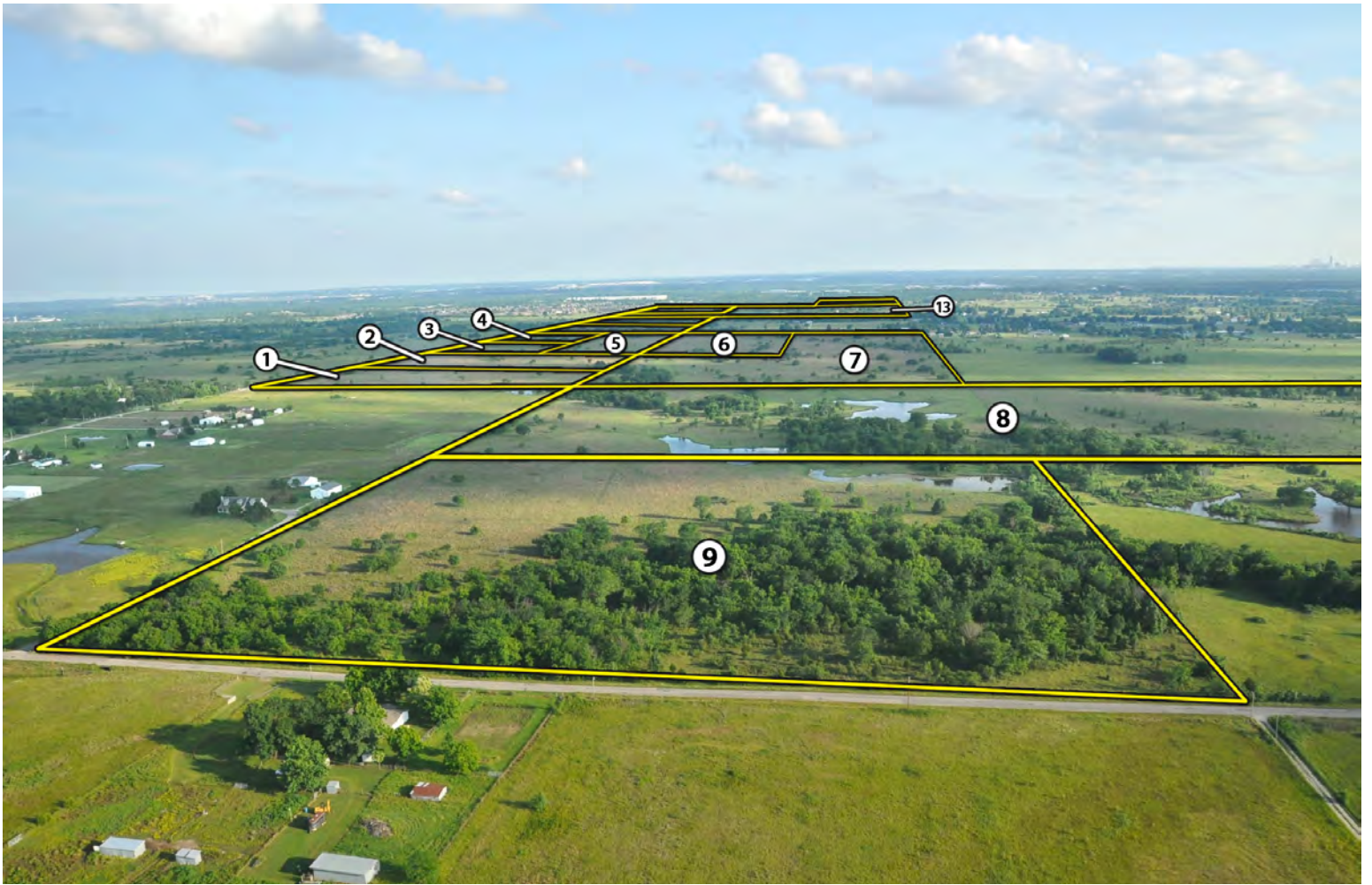
TRACT 14



TRACT 14



TRACT 15





A U C T I O N T E R M S & C O N D I T I O N S

PROCEDURE: Tracts 1 through 15 will be offered in individual tracts, in any combination of these tracts, or as a total unit per auction date and time. There will be open bidding on all tracts and combinations during the auctions as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete. The property will be sold in the manner resulting in the highest total sale price.

BUYER'S PREMIUM: The contract purchase price will include a Buyer's Premium equal to 4% of the bid amount.

DOWN PAYMENT: 10% of the total contract purchase price will be due as a down payment on the day of auction, with the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**

APPROVAL OF BID PRICES: All successful bidders will be required to enter into purchase agreements at the auction site immediately following the close of the auction. The auction bids are subject to the acceptance or rejection by the Seller.

DEED: Seller shall be obligated only to convey a merchantable title by Warranty Deed.

EVIDENCE OF TITLE: Seller agrees to make available to bidder a preliminary title insurance commitment to review prior to auction. Seller agrees to provide merchantable title to the property subject to matters of record, general conditions of title, and similar related

matters. All tracts sold "AS-IS".

CLOSING: The closing shall take place on a date mutually acceptable to the Owner and the Buyer (upon completion of the survey, if applicable, the Final Title Commitment and Seller's closing documents). The closing date shall not be later than January 12, 2016.

POSSESSION: Possession of the land shall be at closing on Tracts 1 through 10. Possession of Tracts 11 through 15 shall be February 29, 2016 following the expiration of current lease agreement.

REAL ESTATE TAXES: Real Estate taxes shall be prorated to the date of closing.

MINERALS: Seller shall convey their Mineral Interest with each individual auction parcel.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres, if a new survey is determined to be necessary by the Seller.

ACREAGE AND TRACTS: All acreages are approximate and have been estimated based on current legal descriptions and/or aerial photos. Any corrections, additions, or deletions will be made known prior to the auction.

AGENCY: Schrader Real Estate and Auction Company, Inc. and their representatives are exclusive agents of the

Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES:

All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

NEW DATE, CORRECTIONS AND CHANGES:

Please arrive prior to scheduled auction time to inspect any changes or additions to the property information.

OWNER: Virginia McDonald Miller Trust and Jay Holmes McDonald Revocable Trust



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