

Outstanding Potential  
Development Land  
Near the Intersection of  
1-44 and Hwy 75 in Tulsa, OK

**63±**  
*acres*  
Offered in 3 Tracts

*Tulsa,  
Oklahoma*

# LAND AUCTION

Auction held at  
Home2 Suites by Hilton,  
6910 S Olympia Ave,  
Tulsa, OK 74132.



ONLINE BIDDING AVAILABLE

**WEDNESDAY, JUNE 20 • 10 AM**



• Water and Sewer Lines Through  
& Adjacent

# INFORMATION BOOKLET



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

## **DISCLAIMER:**

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

OWNER: Janowski Trust

Auction Company: Schrader Real Estate and Auction Company, Inc.



**SCHRADER REAL ESTATE & AUCTION CO., INC.**

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

**260-244-7606 or 800-451-2709**

**SchraderAuction.com**



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# REGISTRATION FORMS

# **BIDDER PRE-REGISTRATION FORM**

**WEDNESDAY, JUNE 20, 2018  
63 ACRES – TULSA, OKLAHOMA**

For pre-registration, 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 Wednesday, June 13, 2018.  
Otherwise, registration available onsite prior to the auction.

## **BIDDER INFORMATION**

(FOR OFFICE USE ONLY)

Name \_\_\_\_\_

Bidder # \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone: (Res) \_\_\_\_\_ (Office) \_\_\_\_\_

My Interest is in Tract or Tracts # \_\_\_\_\_

## **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**  
**63± Acres • Tulsa, Oklahoma**  
**Wednesday, June 20, 2018**

**This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.**

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 Wednesday, June 20, 2018 at 10:00 AM.
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](http://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 via wire transfer on the next business day 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

For wire instructions please call 1-800-451-2709.

7. My bank routing number is \_\_\_\_\_ and bank account number is \_\_\_\_\_.  
(This for return of your deposit money). My bank name, address and phone number 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, Wednesday, June 13, 2018**. 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: \_\_\_\_\_

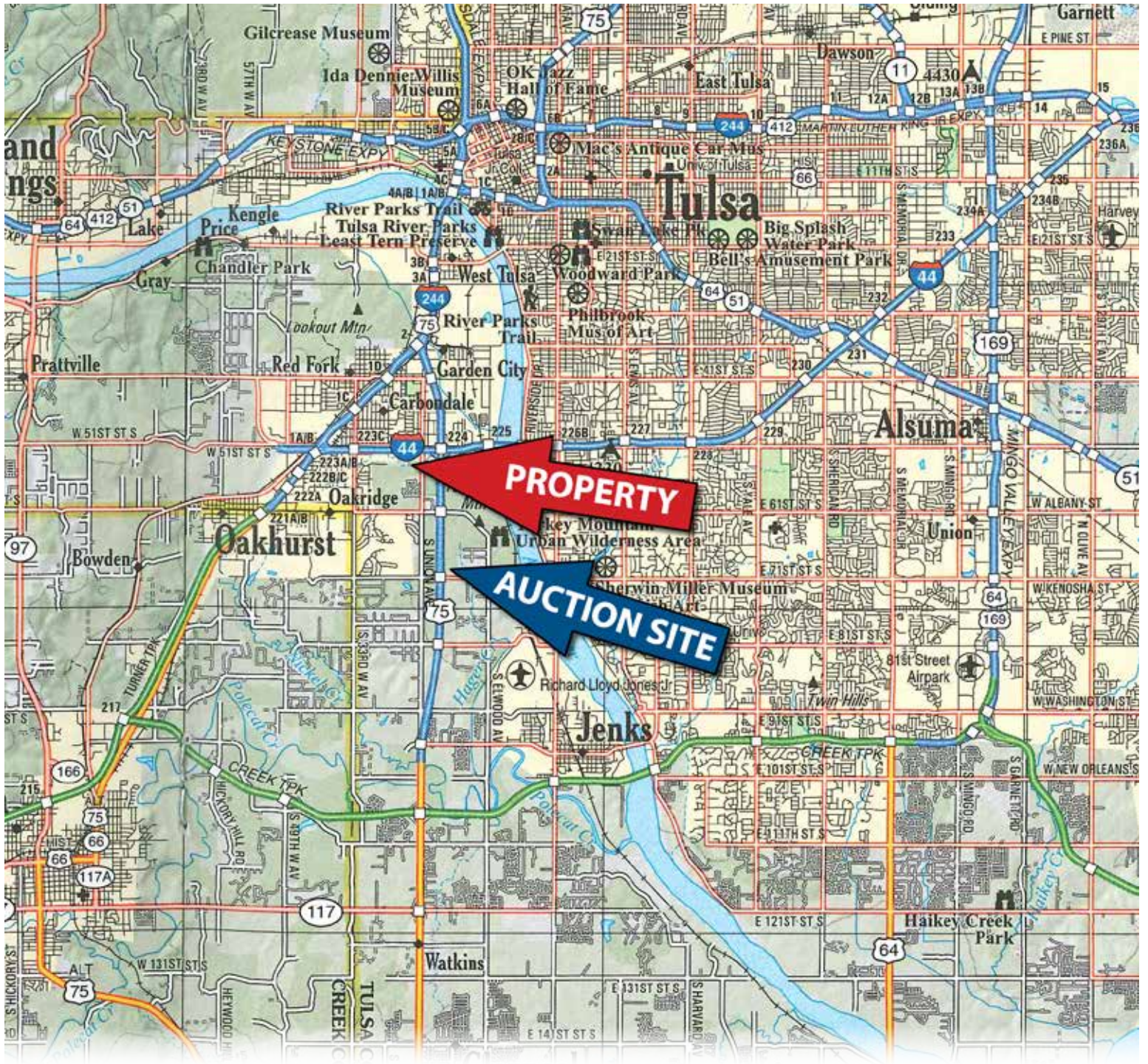
Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:  
kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.



# MAPS



# LOCATION MAP



**DIRECTIONS TO THE PROPERTY:** Take the West 61st Street South Exit off Hwy 75 and turn east onto 61st Street. Turn right on S Union Avenue and follow for approximately 0.5 mile and the property will begin on your left.

**AUCTION LOCATION:** Held at Home2 Suites by Hilton, 6910 S Olympia Ave, Tulsa, OK 74132. Take the West 71st Street South Exit off Hwy 75 and turn east on 71st Street. Take the first left onto S. Olympia Ave and the hotel will be on your left.



# AERIAL MAP

**PROPERTY DESCRIPTION:** The subject property is located southwest of the Interstate 44 and State Highway 75 interchange, along S Union Avenue. Land is comprised of 63± acres of heavily wooded, mature Oak and Hickory forest with a live water creek, which dissects the property. The property has 3 separate zoning classifications: Residential Multi-Family RM-1, Residential Single Family High Density RS-3 and Residential Duplex RD. Potential utility access is promising, with both water and sewer lines adjacent to the property. The land is being offered in 3 Tracts from 12 to 32 acres, prospective Buyers have the option to acquire the whole property or the combination of parcels that best fit their needs. Call or email for the detailed Bidder Information Booklet.

## TRACT DESCRIPTIONS:

**TRACT 1: 19± ACRES** with frontage along S. Union Avenue, property is currently zoned RS-3. Comprised of mature timber and slopes into a live water creek along the west boundary of the property. Sewer lines along south boundary and running along west side of tract.

**TRACT 2: 12± ACRES** with frontage along S. Union Avenue, property is currently zoned to a combination of RM-1 and RS-3. Comprised of mature timber which slopes into a live water creek on the north and west sides of the parcel.

**TRACT 3: 32± ACRES** with access via West 53rd Street on the west side of the property. This parcel is a combination of RS-3 and RD zoning and is comprised of mature timber that gently slopes to the east. Existing sewer lines on west boundary and running through east side of parcel.





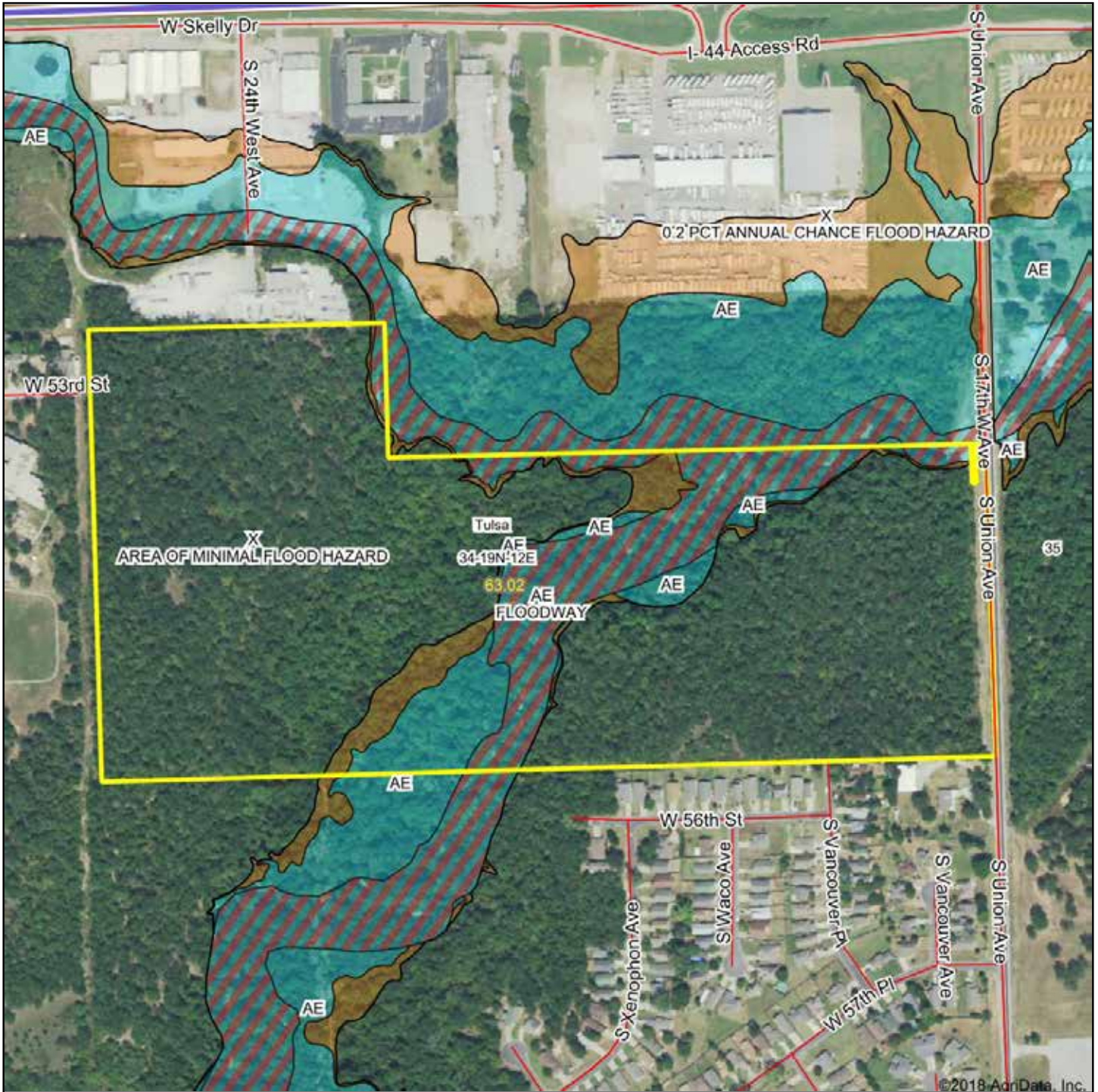


**TRACTS 1 & 2**



# **FLOOD ZONE MAP**

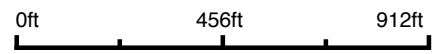
# FLOOD ZONE MAP



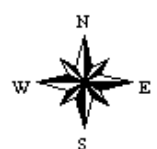
©2018 AgriData, Inc.



map center: 36° 5' 3.77, -96° 0' 57.78



34-19N-12E  
Tulsa County  
Oklahoma



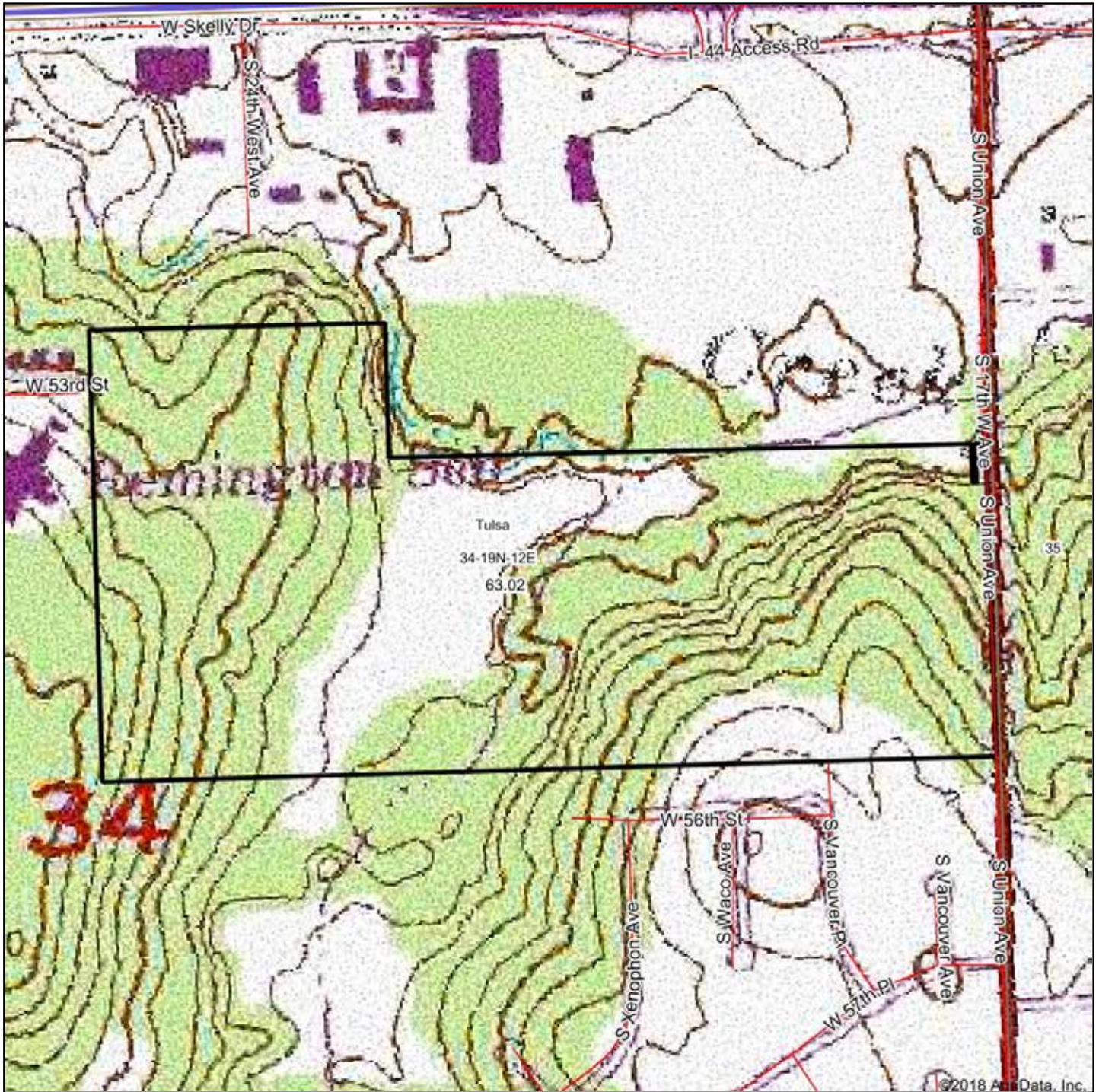
4/10/2018

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

# **TOPOGRAPHIC MAP**



# TOPOGRAPHIC MAP

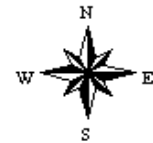


map center: 36° 5' 3.77, -96° 0' 57.78

0ft 456ft 912ft



**34-19N-12E**  
**Tulsa County**  
**Oklahoma**

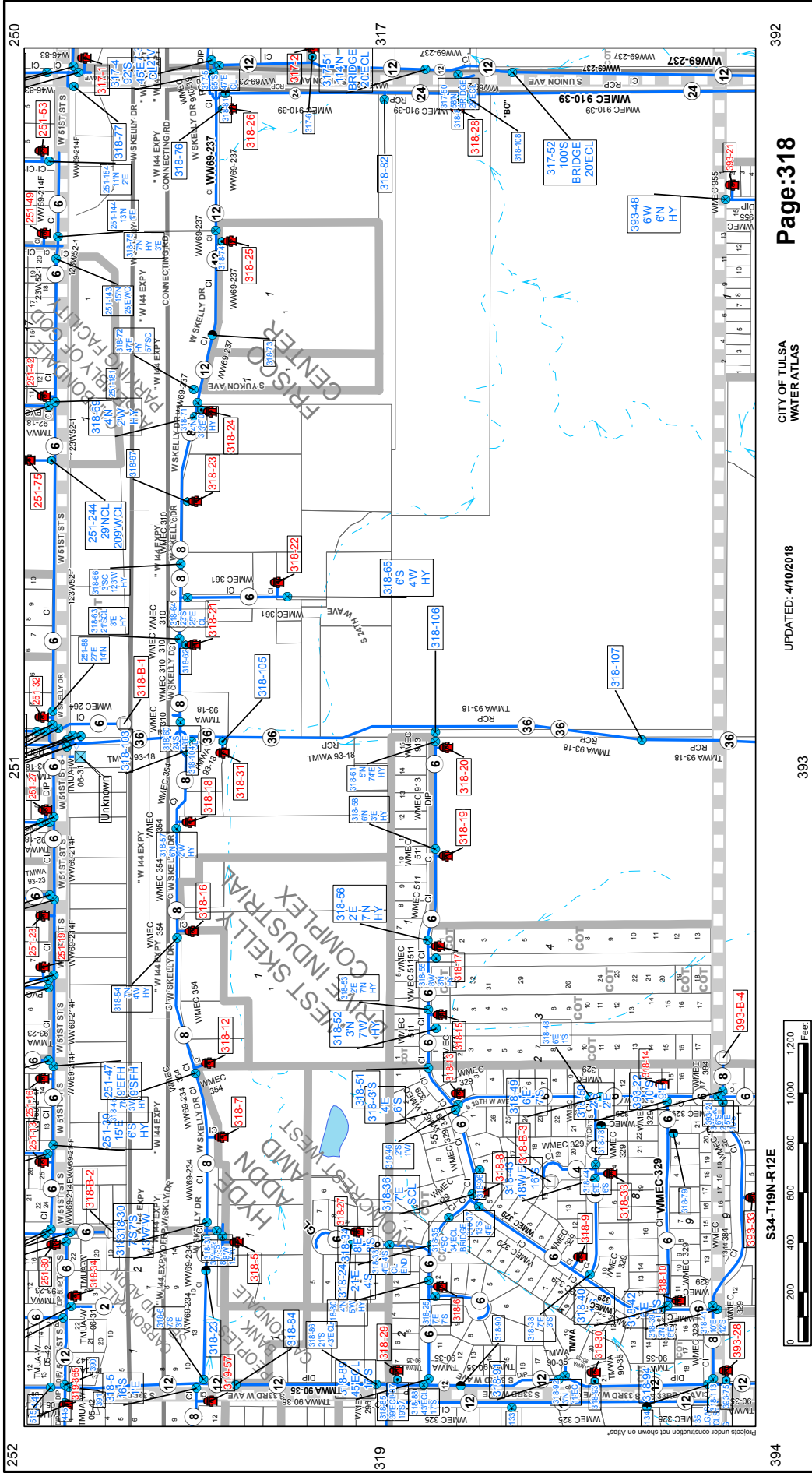


4/10/2018



# **WATER LINES MAP**

# WATER LINES MAP



252

251

250

319

317

394

393

392

S34-T19N-R12E

UPDATED: 4/10/2018

CITY OF TULSA  
WATER ATLAS

Page:318



Projects under construction not shown on Atlas

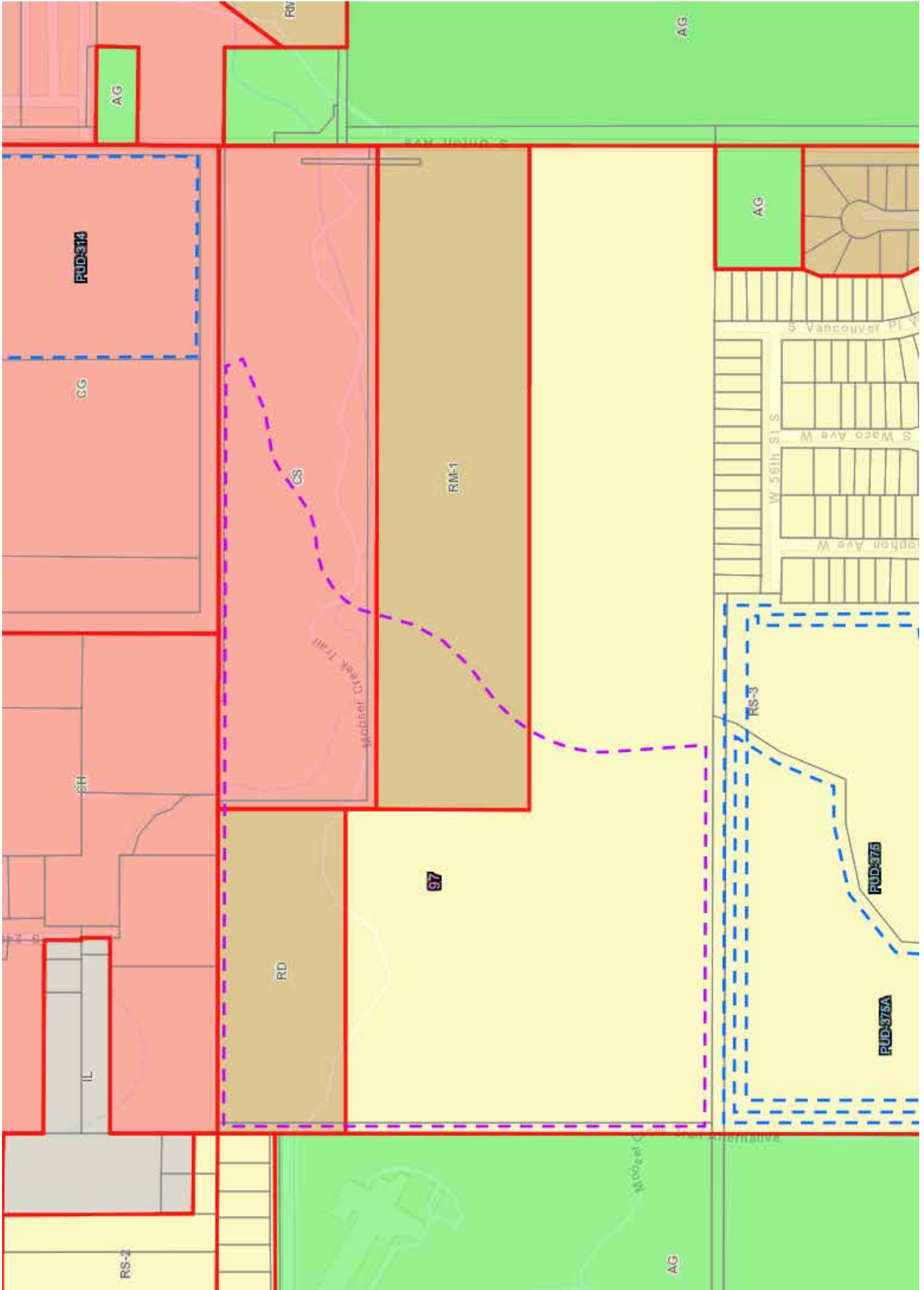
# **SANITARY SEWER MAP**





# ZONING MAP

# ZONING 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 cash (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

<b>Account #</b>	R99234923430450	
<b>Parcel #</b>	99234-92-34-30450	
<b>Situs address</b>	5300 S UNION AV W TULSA 74107	
<b>Owner name</b>	JANOWSKI, BRADEN S TRUSTEE BRADEN S S. JANOWSKI TR.	
<b>Fair cash (market) value</b>	\$562,200	
<b>Last year's taxes</b>	\$8,827	
<b>Legal description</b>	Subdivision: UNPLATTED Legal: S/2 NE LESS BEG NEC S/2 NE TH S15 W1489.62 N15 E1489.62 FOR ST & LESS W30 S/2 NE FOR ST & LESS BEG 1545.92S & 35W NEC NE TH W15 S315 E15 N315 POB & LESS PRT S/2 NE BEG 1322.95S NECR NE THE S400 W35 N177 W15 S176.98 W1703.06 N400 E1753.13 POB SEC 34 19 12 63.02ACS Section: 34 Township: 19 Range: 12	

#### General Information

<b>Situs address</b>	5300 S UNION AV W TULSA 74107
<b>Owner name</b>	JANOWSKI, BRADEN S TRUSTEE BRADEN S S. JANOWSKI TR.
<b>Owner mailing address</b>	1997 MORRIS DR NILES, MI 491208620
<b>Land area</b>	63.02 acres / 2,745,195 sq ft
<b>Tax rate</b>	T-1B [TULSA]
<b>Legal description</b>	Subdivision: UNPLATTED Legal: S/2 NE LESS BEG NEC S/2 NE TH S15 W1489.62 N15 E1489.62 FOR ST & LESS W30 S/2 NE FOR ST & LESS BEG 1545.92S & 35W NEC NE TH W15 S315 E15 N315 POB & LESS PRT S/2 NE BEG 1322.95S NECR NE THE S400 W35 N177 W15 S176.98 W1703.06 N400 E1753.13 POB SEC 34 19 12 63.02ACS Section: 34 Township: 19 Range: 12
<b>Zoning</b>	RES SINGLE-FAMILY HIGH DENSITY DISTRICT [RS3]

#### Values

	2017	2018
<b>Land value</b>	\$700,000	\$562,200
<b>Improvements value</b>	\$0	\$0
<b>Fair cash (market) value</b>	\$700,000	\$562,200

#### Exemptions claimed

	2017	2018
<b>Homestead</b>	-	-
<b>Additional homestead</b>	-	-
<b>Senior Valuation Limitation</b>	-	-
<b>Veteran</b>	-	-

#### Tax Information

	2017	2018
<b>Fair cash (market) value</b>	\$700,000	\$562,200
<b>Total taxable value (capped)</b>	\$700,000	\$562,178
<b>Assessment ratio</b>	11%	11%
<b>Gross assessed value</b>	\$77,000	\$61,840
<b>Exemptions</b>	\$0	\$0
<b>Net assessed value</b>	\$77,000	\$61,840
<b>Tax rate</b>	T-1B [TULSA]	
<b>Tax rate mills</b>	114.64	114.64*
<b>Estimated taxes</b>	\$8,827	\$7,089*
<b>Most recent NOV</b>		March 24, 2009

\* Estimated from 2017 millage rates

#### Tax detail (2017 millages)

	%	Mills	Dollars
<b>City-County Health</b>	2.3	2.58	\$159.55
<b>City-County Library</b>	4.6	5.32	\$328.99
<b>Tulsa Technology Center</b>	11.6	13.33	\$824.33
<b>Emergency Medical Service</b>	0.0	0.00	\$0.00
<b>Tulsa Community College</b>	6.3	7.21	\$445.87
<b>School Locally Voted</b>	26.7	30.66	\$1,896.01
<b>City Sinking</b>	0.0	0.00	\$0.00
<b>School County Wide Bldg</b>	4.5	5.15	\$318.48
<b>School County Wide ADA</b>	3.5	4.00	\$247.36
<b>School County Wide General</b>	31.4	36.05	\$2,229.33
<b>County Government</b>	9.0	10.34	\$639.43



# TAX INFORMATION

5/17/2018

Property Search — Tulsa County Assessor

## Improvements

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

Date	Grantor	Grantee	Price	Doc type	Book-Page/Doc#
<b>Aug 7, 2008</b>	HUGGINS, MICHAEL O	JANOWSKI, BRADEN S TRUSTEE BRADEN S JANOWSKI TR.	\$-	Warranty Deed	2008084374
<b>Jul 28, 2008</b>	BLACK RICHARD A & LINDA & MICH	JANOWSKI BRADEN S TRUSTEE 1939	\$700,000	Warranty Deed	2008084373
<b>May 29, 1997</b>			\$-	Quit Claim Deed	05919-01087

## 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.



Ken Yazel — Tulsa County Assessor

Tulsa County Administration Building, Room 215 | 500 S. Denver | Tulsa, OK 74103

Phone: (918) 596-5100 | Fax: (918) 596-4799 | Email: [assessor@tulsacounty.org](mailto:assessor@tulsacounty.org)

Office hours: 8:00–5:00 Monday–Friday (excluding holidays)





**TRACT 3**



# **TITLE COMMITMENT**

# TITLE COMMITMENT

## COMMITMENT FOR TITLE INSURANCE ISSUED BY **First American Title Insurance Company**

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy. The Company will give you a sample of the Policy form, if you ask. The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy. The Commitment is subject to its Requirements, Exceptions, and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.** If you have any questions about the Commitment, please contact the issuing office.

### **AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions set forth below.

This Commitment is not valid without Schedule A and Sections I and II of Schedule B.

### **CONDITIONS**

1. **DEFINITIONS** - (a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title-according to the state statutes where your land is located.
2. **LATER DEFECTS** - The Exceptions in Schedule B-2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements of Schedule B-1 are met. We shall have no liability to you because of this amendment.
3. **EXISTING DEFECTS** - If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.
4. **LIMITATION OF OUR LIABILITY** - Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to: Comply with the Requirements shown in Schedule B-1 or eliminate with our written consent any Exceptions shown in Schedule B-2. We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.
5. **CLAIMS MUST BE BASED ON THIS COMMITMENT** - Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

### **First American Title Insurance Company**



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary



# TITLE COMMITMENT

## FIRST AMERICAN TITLE INSURANCE COMPANY

Inquiries Should Be Directed To: **Executives Title & Escrow, LLC**  
8522 East 61st Street  
Tulsa, OK 74133  
(918) 745-9977

**NOTE: THIS COMMITMENT IS FOR  
INFORMATIONAL PURPOSES ONLY.  
ANY ACTUAL POLICY MUST BE BASED  
UPON AN INDIVIDUAL TITLE COMMITMENT**

Commitment No.: **18050327**

ABS No.: **1805-1543**  
hbo/tw

TAX SUB/ACCT #: **99234-92-34-30450**

### SCHEDULE A

1. Effective Date: **May 24, 2018** at **07:00 AM** last certified by **Smith Brothers** under Certificate No. **510551**

2. Policy or policies to be issued **UPON SUBMISSION OF A VALID CONTRACT OF SALE**

(a) ALTA Owners Policy (06/17/06) **AN AMOUNT NOT TO EXCEED \$700,000.00**

Proposed Insured: **A PURCHASER FOR VALUE**

(b) ALTA Loan Policy (06/17/06) **AN AMOUNT NOT TO EXCEED \$700,000.00**

Proposed Insured: **A CONVENTIONAL LENDER**

3. **Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:**

Braden S. Janowski, Trustee of the Braden S. Janowski 2008 Irrevocable Trust Agreement dated February 8, 2008, a/k/a The Braden S. Janowski Irrevocable Trust dated February 20, 2008

4. The land referred to in this Commitment is located in the County of **Tulsa**, State of **Oklahoma** and described as follows:

The South Half of the Northeast Quarter (S/2 NE/4) of Section Thirty-four (34), Township Nineteen (19) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

LESS AND EXCEPT:

That portion of the South Half of the Northeast Quarter (S/2 NE/4) of Section Thirty-four (34), Township Nineteen (19) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, described as follows, to-wit:

COMMENCING at the Northeast corner of said Northeast Quarter (NE/4); thence S01°03'46"E along the East line of said Northeast Quarter (NE/4) a distance of 1,545.92 feet to a point; thence S88°56'16"W a distance of 35.00 feet to the true POINT OF BEGINNING; thence continuing S88°56'14"W a distance of 15.00 feet; thence S01°03'46"E a distance of 315.00 feet; thence N88°56'14"E a distance of 15.00 feet; thence N01°03'46"W a distance of 315.00 feet to the true POINT OF BEGINNING.

AND LESS AND EXCEPT:

A tract of land being in the South Half of the Northeast Quarter (S/2 NE/4) of Section Thirty-four (34), Township Nineteen (19) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northeast Quarter (NE/4) of said Section Thirty-four (34); thence along the East line of said Northeast Quarter, S01°03'32"E a distance of 1322.95 feet to the Northeast corner of the South Half of said Northeast Quarter (S/2 NE/4), also being the POINT OF BEGINNING; thence continuing along said East

# TITLE COMMITMENT

## SCHEDULE A

(Continued)

line S01°03'32"E a distance of 400.00 feet; thence leaving said East line S88°59'42"W a distance of 35.00 feet to the East line of a tract of land described in Book 6762 at Page 2497 at the Tulsa County Clerk's Office; thence along and following said deed line the following three calls, N01°03'32"W a distance of 177.00 feet; thence S88°56'28"W a distance of 15.00 feet; thence S01°03'32"E a distance of 176.98 feet; thence leaving said deed line S88°59'42"W a distance of 1703.06 feet to a point 430.00 feet West of the East line of the Southwest Quarter of the Northeast Quarter (SW/4 NE/4); thence parallel with said West line N01°04'08"W a distance of 400.00 feet to a point on the North line of the South Half of the Northeast quarter (S/2 NE/4); thence along said North line N88°59'42"E a distance of 1753.13 feet to the POINT OF BEGINNING.

# TITLE COMMITMENT

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## FIRST AMERICAN TITLE INSURANCE COMPANY

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### SCHEDULE B

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Commitment No. **18050327**

PART I. The following are the requirements to be complied with:

1. Submit proof of the payment to, or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Deed from Braden S. Janowski, Trustee of the Braden S. Janowski 2008 Irrevocable Trust Agreement dated February 8, 2008, a/k/a The Braden S. Janowski Irrevocable Trust dated February 20, 2008 vesting Fee Simple title in **A PURCHASER FOR VALUE**.

NOTE: determination as to marital status and execution by spouse, if any, is required for deeds from individuals.

Mortgage, if any, from A **PURCHASER FOR VALUE**, showing marital status and joined by spouse, if any, securing a proposed loan.

NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage.

3. Return properly executed Seller/owner Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (d) of Schedule B-II, Standard Exceptions will not appear on policy.
4. Obtain a court search as to any entity taking title subsequent to date of this commitment including in Tulsa County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
5. Verify that the above Trustee is the exact same Trustee signing deed to purchasers, **PRIOR TO CLOSING**. If not, Company may revise to include possible further requirement.
6. At (page 509) is a Warranty Deed from Richard A. Black and his spouse, Linda Black, to Braden S. Janowski, Trustee of The Braden S. Janowski Irrevocable Trust dated February 20, 2008, which deed is dated July 28, 2008 and recorded on August 13, 2008 as Document No. 2008084373. At (page 511) is a Warranty Deed from Michael O. Huggins and his spouse, Jane L. Huggins, to Braden S. Janowski, Trustee of The Braden S. Janowski Irrevocable Trust dated February 20, 2008, which deed is dated August 7, 2008 and recorded on August 13, 2008 as Document No. 200808437. These deeds are defective as the legal description reflects that the point of beginning is the Southwest corner of the South Half of the Northeast Quarter rather than the Southeast corner. Additionally, an affidavit was later filed stating that the name of the trust was incorrect (page 543).

Therefore, I require that you obtain and record corrected Warranty Deeds from Richard A. Black and his spouse, Linda Black, to Braden S. Janowski, Trustee of the Braden S. Janowski 2008 Irrevocable Trust Agreement dated February 8, 2008, and from Michael O. Huggins and his spouse, Jane L. Huggins, to Braden S. Janowski, Trustee of the Braden S. Janowski 2008 Irrevocable Trust Agreement dated February 8, 2008.

7. **FOR A CONSTRUCTION MORTGAGE:** Furnish satisfactory pre-construction inspection report or certificate, dated subsequent to the recordation of the mortgage, showing that no materials have been delivered to the project site, and no construction commenced.
8. **NOTE: For any proposed policy in excess of \$1,000,000.00, a High Liability Authorization Request must be obtained and approved by the underwriter, prior to closing..**



# TITLE COMMITMENT

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## FIRST AMERICAN TITLE INSURANCE COMPANY

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### SCHEDULE B (Continued)

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9. A Uniform Commercial Code Search Certificate should be obtained from the office of the County Clerk with respect to the owners of the property, stating that no financing statements for fixtures for personal property have been filed, which statements might constitute a line on said property.
10. At closing have the records checked against the subject property and have a court search obtained on the Sellers of said property to insure that nothing adverse has been filed.
11. An executed Owner In Possession Affidavit must be provided by the owner to determine if anyone is in possession of the property other than the present owner, and if so, by what claim are they in possession.
12. An Affidavit of Purchaser that there are no unpaid bills for labor or materials furnished to the property within the last four months.
13. An Affidavit of Owner that he has no knowledge of, or been advised of, any taxes or special assessments being levied against the property which would constitute a lien, other than those of record.
14. Subsequent to the recording of the deed and/or mortgage, obtain and provide to the undersigned a written title search performed by a bonded abstract company doing business within the county in which the property is located; said search must be reviewed and approved by the countersigner of the commitment/policy and any adverse items shown thereon must be satisfied prior to the issuance of the final title policy.
15. CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted or disbursed by the undersigned TITLE COMPANY, we require all monies due from the purchase/loan to be in the form of a cashier's check, official bank check, money order or wire transfer made payable to said TITLE COMPANY. (Due to wide variances in banking policies/practices and the lack of control over the process of incoming wires until it reaches our account at our banking institution, the undersigned TITLE COMPANY cannot accept financial responsibility for delays in the funding of said cases due to the absence/delay of said funds reaching our account nor for the absence/delay of funding checks not received at time of closing).

# TITLE COMMITMENT

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## FIRST AMERICAN TITLE INSURANCE COMPANY

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### SCHEDULE B (Continued)

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Commitment No. **18050327**

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

#### STANDARD EXCEPTIONS:

- a. Rights or claims of parties in possession not shown by the public records.
- b. Easements, or claims of easements, not shown by the public records.
- c. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
- d. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

#### SPECIAL EXCEPTIONS:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Real estate taxes for 2018 and subsequent years, amount of which is not ascertainable, due or payable.
3. All interest in and to all oil, gas, coal and other minerals and all rights pertaining thereto.
4. Any adverse matters created by violation of Title 60, Oklahoma Statutes, §121, et seq., or based on Article XXII, Section I of the Oklahoma Constitution, or any other similar statutory or constitutional provisions, which restrict alien ownership of real property in Oklahoma.
5. Any claim to (a) ownership of or rights to minerals and similar substances, including, but not limited to ores, metals, coal, lignite, oil, gas uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Record.
6. Water rights, claims or title to water, whether or not shown by the public records.
7. Statutory section line road right of way.
8. Contract (page 13) to Central Light and Fuel Company, dated ---, filed February 1, 1907, recorded in Book CC at Page 546; purportedly released by Release (page 219), dated November 28, 1973, filed December 3, 1973, recorded in Book 4097 at Page 1907;
9. Easement (page 119) to Tulsa County, Oklahoma, dated September 8, 1931, filed September 18, 1931, recorded in Book 996 at Page 418.
10. Right of Way Agreement (page 212) to Oklahoma Natural Gas Company, dated November 9, 1965, filed November 30, 1965, recorded in Book 3650 at Page 129; Assignment and Assumption of Real Property Interests (page 538) to ONE Gas, Inc., fo;ed February 7, 2014, recorded as Document No. 2014010512.
11. Sewer Easement (page 227) to City of Tulsa, Oklahoma, dated February 20, 1975, filed March 25, 1975, recorded in Book 4158 at Page 31.

# TITLE COMMITMENT

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## FIRST AMERICAN TITLE INSURANCE COMPANY

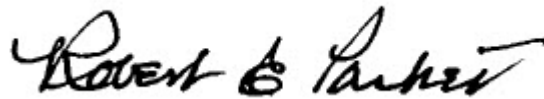
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### SCHEDULE B (Continued)

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12. Sewer Easement (page 243) to City of Tulsa, Oklahoma, dated April 15, 1988, filed June 20, 1988, recorded in Book 5108 at Page 1152; Sewer Easement (page 245) to City of Tulsa, Oklahoma, dated April 27, 1988, filed June 20, 1988, recorded in Book 5108 at Page 1154; Sewer Easement (page 247) to City of Tulsa, Oklahoma, dated April 27, 1988, filed June 20, 1988, recorded in Book 5108 at Page 1156; Sewer Easement (page 249) to City of Tulsa, Oklahoma, dated April 27, 1988, filed June 20, 1988, recorded in Book 5108 at Page 1150.
13. Report of Commissioners (page 346) Case No. CJ-96-1055, dated May 9, 1996, filed May 23, 1996, recorded in Book 5811 at Page 2156.
14. Easement (page 359) to City of Tulsa, Oklahoma, dated March 6, 2002, filed June 10, 2002, recorded in Book 6762 at Page 2494; Easement (page 368) to City of Tulsa, Oklahoma, dated March 12, 2002, filed June 10, 2002, recorded in Book 6762 at Page 2503.

Countersigned:  
Executives Title & Escrow Company, LLC



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Validating Officer or Agent  
Robert E. Parker  
License #93755, Bar No. 6897



**PHOTOS**

# PHOTOS



**AERIAL - TRACTS 1 & 2**



**AERIAL - TRACTS 1 & 2**



# PHOTOS





# PHOTOS





# PHOTOS



**TRACT 2**



**TRACT 2**



# PHOTOS





# PHOTOS



**TRACT 3**



**NW CORNER AERIAL**



# PHOTOS

