

## CONVEYANCE AND EASEMENT AGREEMENT

**THIS CONVEYANCE AND EASEMENT AGREEMENT** (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date") by and between the State of Oklahoma ex. rel. Oklahoma Department of Transportation (hereinafter, "ODOT" or "Grantor"), and BNSF Railway Company, a Delaware corporation (hereinafter, "BNSF" or "Grantee"), for the following intent and purposes.

**WHEREAS**, ODOT presently owns certain rights-of-way for Interstate Highway No. 244 and is identified as Federal Project No's. I-244-2(37)089 and I-244-2(32)090, generally described as Interstate Highway No. 244 from W. 41st St. to W. 17<sup>th</sup> St. in the City of Tulsa crossing in part of Sections 14, 22, & 23, T19N, R12E in the City of Tulsa, Tulsa County; and

**WHEREAS**, a portion of the Cherokee Yard Track Expansion project ("Project") authorized by BNSF includes the construction of additional rail lines along or near a portion of Interstate Highway No. 244 Public Road; and

**WHEREAS**, ODOT has approved the construction plans for the Project designated as Cherokee Yard Track Expansion, line segment 1003, MP 425.04 to MP 428.10 pursuant to the terms of this Agreement; and

**WHEREAS**, ODOT has indicated its willingness to provide the right-of-way property that BNSF is needing to construct, operate, and maintain the Project, by Quitclaim Deed all pursuant to the terms and conditions of this Agreement, such right-of-way property being along or near a portion of Interstate Highway No. 244 right-of-way; the Quitclaim Deed are more particularly defined and described below.

**WITNESSETH**, in consideration of the mutual covenants, premises and agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE I. PROJECT

A. **Project Work.** The "Project Work" shall mean all actions taken by BNSF, its officers, agents, employees, contractors, permittees and assigns to survey, locate, construct, reconstruct, build, operate, repair maintain rail, roadway, utility, drainage structures and facilities and all necessary or convenient appurtenances thereto, incidental to the construction of the Project.

B. **Plans.** Notwithstanding anything contained herein to the contrary, the parties acknowledge that BNSF has previously submitted to ODOT plans and specifications for the construction of the Project titled "Cherokee Yard Track Expansion, line segment 1003, MP 425.04 to MP 428.10", prepared by Hanson Professional Services (collectively, and as may be amended from time to time as set forth herein, the "Plans"), which Plans ODOT expressly acknowledges and agrees have been previously reviewed and approved by ODOT. The ODOT-approved Plans are attached hereto as **Exhibit A** and incorporated herein by reference. The Plans may be modified or amended only by a writing signed by BNSF and ODOT.

### ARTICLE II. CONVEYANCE

A. **Property to be Conveyed.**

- (1) Subject to the terms and conditions set forth in this Article II of the Agreement, ODOT agrees to sell and convey to BNSF (or its designee), and BNSF (or its designee) agrees to purchase and accept from ODOT, for the purchase price of

Ten Dollars (\$10.00) and other good, valuable, and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- (a) That certain tract of land consisting of approximately 11.35 acres in Tulsa County, Oklahoma, more particularly described in **Exhibit B**, attached hereto and incorporated herein by reference (the "Land"), together with any and all improvements thereon, and together with all strips and gores, easements, rights-of-way, licenses, interests, rights, and appurtenances appertaining to the Land, if any, subject to any existing utilities, utility easements, licenses or permits.
  - (b) All rights, titles, and interests of ODOT in and to any easements, rights-of-way, or other interests in, on, or to any alley, highway, or street in, on, across or adjoining the Land, if any.
  - (c) Any and all other rights, titles, interests, privileges, and appurtenances owned by ODOT and in any way related to, or used in connection with, the ownership of the Land; all provided that ODOT shall reserve that certain Retaining Wall Easement (as hereinafter defined) pursuant to the provisions below.
- (2) The above listed items, subject to ODOT's reservation of the Retaining Wall Easement, are collectively referred to in this Agreement as the "Property".
- B. Title Commitment and Survey. ODOT acknowledges that BNSF has procured an Owner's Commitment for Title Insurance ("Title Commitment") and has or will procure a survey ("Survey") and has otherwise begun the process of examining title to the Land. The legal descriptions for the Land and the Retaining Wall Easement shown on the Survey, shall be the legal descriptions for the Quitclaim Deed and Retaining Wall Easement.
- C. Retained Easement. Notwithstanding anything contained herein to the contrary, ODOT shall reserve from the conveyance of the Property hereunder a thirty foot wide (30') non-exclusive easement over and across an area more particularly described in **Exhibit C**, attached hereto and incorporated herein by reference (the "Retaining Wall Easement Area"), for the sole purpose of accessing and maintaining a retaining wall (the "Retaining Wall Easement").

**NOW, THEREFORE, as part of the Quitclaim Deed the parties hereto covenant and agree as follows:**

- (1) Grantee's interest in the Property shall be subject to Grantor's reservation of a thirty foot wide (30') non-exclusive easement over and across that area described or depicted on **Exhibit C**, attached hereto and incorporated herein by reference (the "Retaining Wall Easement Area"), for the sole purpose of maintaining and repairing a retaining wall (the "Retaining Wall") located on Grantor's adjacent property (the "Retaining Wall Easement").

- (2) Grantor's employees shall have the right of ingress and egress to and from the Property and a public road via the access road ("Access Road") that Grantee constructs (or causes to be constructed) on the Property, such ingress and egress to be for the sole purposes of accessing and maintaining the Retaining Wall located on Grantor's property adjacent to the Retaining Wall Easement Area. All such entries shall be at reasonable times after reasonable prior written notice to Grantee, except in case of any national or other emergency in which case Grantor will notify Grantee of entry as soon as reasonably practical. Entry onto the Access Road and the Retaining Wall Easement Area by Grantor's employees shall not interfere with Grantee's use and occupancy of the Property. Grantor will repair any damage to the Property and, to the fullest extent permitted by law, will protect, indemnify and hold harmless Grantee for any loss or damage, including property damage or injury or death to persons, in any way resulting from or in connection with any entry, use or occupancy of the Property by Grantor's employees. In addition to and not in limitation of the foregoing, Grantor expressly acknowledges and agrees that Grantor's use of the Access Road is limited to Grantor's employees' ingress and egress to and from the Retaining Wall Easement Area for the sole purposes of maintaining and repairing the Retaining Wall, and for no other maintenance or construction activities whatsoever. Grantor agrees that if Grantor desires to engage a contractor to perform any maintenance or repair of the Retaining Wall or any other activities on the Retaining Wall Easement Area, Grantor will cause the contractor to enter into Grantee's then-standard Contractor's Right of Entry Agreement prior to entry upon the Access Road or the Retaining Wall Easement Area.
- (3) Grantee's interest in the Property shall be subject to any existing utilities, utility easements, licenses or permits.
- (4) Grantee has been allowed to make an inspection of the Property. Grantee is purchasing the Property on an "as-is with all faults" basis with any and all patent and latent defects, including those relating to the environmental condition of the Property, and is not relying on any representation or warranties, express or implied, of any kind whatsoever from Grantor as to any matters concerning the Property, including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and any leases, easements, permits, orders, licensees, or other agreements, affecting the Property (collectively, the "Condition of the Property"). Grantee represents and warrants to Grantor that Grantee has not relied and will not rely on, and Grantor is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Grantor, the manager of the Property, or any real estate broker or agent representing or purporting to represent Grantor, to whomever made or given, directly or indirectly,

orally or in writing. Grantee assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Grantee's inspection and, to the extent permitted by applicable law, indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor and Grantor's officers, directors, shareholders, employees and agents (collectively "Indemnities") from any and all present or future claims or demands, and any and all damages, Losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown, arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. The term "Losses" shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, or losses for injury or death of any person. The rights of Grantor under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any Hazardous Substances on the Property. The term "Environmental Law" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

The covenants and agreements set forth above, shall be binding upon Grantee and its heirs, successors and assigns, and shall be covenants running with the land benefiting Grantor and its heirs, successors and assigns.

### **ARTICLE III. MISCELLANEOUS**

A. Further Assurances. The parties hereto hereby agree to enter into and execute such other documents as the transactions contemplated under this Agreement may reasonably require, including without limitation, the Quitclaim Deed conveying the Property, which shall include ODOT's reservation of the Retaining Wall Easement over the Retaining Wall Easement Area, in a form recordable in the real property records of Tulsa County, Oklahoma.

B. Notices. Any notice under this Agreement must be written. Notices must be either (i) hand-delivered to the address set forth below for the recipient; or (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient as specified below; (iii) deposited with an overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that the transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with

the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received.

- (1) ODOT's address for all purposes under this Agreement is:

Oklahoma Department of Transportation  
200 N. E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105-3204  
Attention: Casey Shell  
Telephone: (405) 521-2688  
Telecopy: (405) 521-4280

with a copy to:

Oklahoma Department of Transportation  
Division Eight Office  
4002 N. Mingo Valley Expressway  
Tulsa, OK 74116  
Attention: Division Engineer Randle White  
Telephone: (918) 838-9933  
Telecopy: (918) 832-9074

- (2) BNSF's address for all purposes under this Agreement is:

BNSF RAILWAY COMPANY  
2301 Lou Menk Drive, GOB-3W  
Fort Worth, Texas 76131  
Attention: James A. Ball  
Telephone: (817) 352-6549  
Telecopy:

with a copy to:

BNSF Railway Company  
2500 Lou Menk Drive  
Fort Worth, Texas 76131-2828  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telecopy: \_\_\_\_\_

- (3) Either party may designate another address for this Agreement by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney.

C. Entire Agreement. This Agreement (including its exhibits) contains the entire agreement between ODOT and BNSF. Oral statements or prior written matter not specifically incorporated into this Agreement has no force or effect. No variation, modification, or change to this Agreement binds either party unless set forth in a document signed by the parties or their duly authorized agents, officers, or representatives.

D. Governing Law. This Agreement is governed by and must be construed in accordance with Oklahoma law.

E. Severability. If any provision in this Agreement is found to be invalid, illegal, or unenforceable, its invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement must be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

F. Rule of Construction. Each party and its counsel have reviewed and revised this Agreement. The parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement or its amendments or exhibits.

G. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgement of, or on behalf of, each part, or that the signature of all persons required to bind any party or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

**IN WITNESS WHEREOF**, Casey Shell, the Chief Engineer of the Oklahoma Department of Transportation, pursuant to authority vested in him by the Oklahoma Transportation Commission, has hereunto subscribed his name as Chief Engineer of the Oklahoma Department of Transportation, and the Corporate Real Estate Manager of the BNSF Railway Company has executed same pursuant to authority prescribed by law.

This Agreement is approved and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by BNSF RAILWAY COMPANY and the OKLAHOMA DEPARTMENT OF TRANSPORTATION:

**ATTEST:**

**BNSF RAILWAY COMPANY,  
a Delaware Corporation**

\_\_\_\_\_

By: \_\_\_\_\_  
**Corporate Real Estate Manager**

**APPROVED** as to form and legality  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**OKLAHOMA DEPARTMENT  
OF TRANSPORTATION**

By: \_\_\_\_\_  
Attorney for Oklahoma  
Department of Transportation

By: \_\_\_\_\_  
**Casey Shell  
Chief Engineer**

EXHIBIT B

1 OF 4

Fee Simple  
Property Description

A tract of land situated in the Northwest Quarter (NW/4) of Section Fourteen (14), Township Nineteen (19) North, Range Twelve (12) East, of the Indian Base Meridian, Tulsa County, State of Oklahoma according to the U.S. Government Survey thereof. Said strip, piece, or parcel of land being described as follows to-wit:

**Beginning** at a point 683.01' East of the Northwest Corner of the Northwest Quarter (NW/4) of Section Fourteen (14) on the West Right-of-Way of U.S. Highway 244; Thence N 89°01'34" E along the North line of the Northwest Quarter (NW/4) and away from the West Right-of-Way for a distance of 93.94'; Thence S 07°07'48" W a distance of 24.16' to a point; Thence N 81°23'21" W a distance of 17.32' to a point; Thence S 08°31'16" W a distance of 395.13' to a point; Thence S 05°06'28" W a distance of 392.22' to a point; Thence S 00°00'00" E a distance of 330.68' to a point; Thence S 00°00'21" E a distance of 74.76' to a point; Thence S 00°02'49" W a distance of 112.35' to a point; Thence S 08°11'55" E a distance of 194.16' to a point; Thence S 06°07'02" E for a distance of 277.41' to a point; Thence S 04°48'25" E for a distance of 235.01' to a point; Thence S 00°34'44" E for a distance of 233.73' to a point; Thence S 89°32'06" W for a distance of 12.98' to a point; Thence S 01°05'21" E for a distance of 295.90' to a point; Thence N 88°54'39" E for a distance of 5.65' to a point; Thence S 04°06'45" E for a distance of 92.66' to a point on the South line of the Northwest Quarter (NW/4) of Section Fourteen (14); Said point being 699.13 East of the Southwest Corner of the Northwest Quarter (NW/4) of Section Fourteen (14); Thence S 89°30'46" W and along the South line of the Northwest Quarter (NW/4) a distance of 83.12' to a point on the West Right-of-Way of U.S. Highway 244; Thence N 01°03'17" W and along the West Right-of-Way a distance of 569.44' to a point; Thence N 06°26'04" W a distance of 361.40' to a point; Thence N 04°05'00" W a distance of 440.83' to a point; Thence N 01°03'57" W a distance of 90.56' to a point; Thence N 02°38'39" W a distance of 249.28' to a point of curve; Thence Northeast on a curve to the right and along said West Right-of-Way a distance of 391.49', a radius of 2887.79', a delta 07°46'03", with a chord bearing N 04°40'18" E and chord length 391.20' to a point; Thence N 08°34'13" E a distance of 552.41' to the Point of Beginning.

**Less and except the following tract:**

Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of Section Fourteen (14), Thence S 01°02'57" E and along the West Line of the Northwest Quarter (NW/4) a distance of 1091.02' to a point; Thence N 88°57'03" E a distance of 556.05' to the point of beginning; Thence Northeast on a curve to the left a distance of 182.13', a radius of 203.70', a delta 51°13'39", with a chord bearing N 32°12'25" E and chord length 176.12' to a point; Thence S 00°00'00" E a distance of 330.68' to a point; Thence S 00°00'21" E a distance of 74.76' to a point; Thence S 00°02'49" W a distance of 16.19' to a point; Thence N 65°34'51" W a distance of 91.17' to a point; thence N 02°38'39" W a distance of 235.17' to the point of beginning.

Containing 5.00 acres, more or less.

Grantor, reserves and excepts unto itself, its successors and assigns **ALL RIGHTS OF INGRESS AND EGRESS** from said 5.00 acres, more or less to the lands or rights-of-way covered by the abutting Interstate Highway No. 244 Limited Access Highway facility along the East sides of the above described property

EXHIBIT B

2 of 4

Fee Simple  
Property Description

A tract of land situated in the Southwest Quarter (SW/4) of Section Fourteen (14), Township Nineteen (19) North, Range Twelve (12) East, of the Indian Base Meridian, Tulsa County, State of Oklahoma according to the U.S. Government Survey thereof. Said strip, piece, or parcel of land being described as follows to-wit:

**Beginning** at a point on a curve along the West Right-of-Way of U.S. Highway 244 that falls 524.73' East of the Southwest Corner of the Southwest Quarter (SW/4) of Section Fourteen (14); Thence Northeast and along the West Right-of-Way on a curve to the left a distance of 250.00', a radius of 4633.75', a delta 03°05'28", with a chord bearing N 04°49'26" E and chord length 249.97' to a point; Thence N 00°19'18" W a distance of 86.98' to a point; Thence N 05°39'04" E a distance of 746.48' to a point; Thence N 00°53'14" W a distance of 550.64' to a point; Thence N 01°02'07" W a distance of 631.30' to a point; Thence N 05°05'02" W a distance of 344.15' to a point; Thence N 01°03'17" W a distance of 49.35' to a point on the North line of the Southwest Quarter (SW/4); Said point being 616.01' East of the Northwest Corner of the Southwest Quarter (SW/4) of Section Fourteen (14); Thence N 89°30'46" E and along the North line of the Southwest Quarter (SW/4) a distance of 83.12' to a point; Thence S 04°06'45" E a distance of 171.03'; Thence S 00°49'57" E a distance of 1373.381' to a point; Thence S 06°55'54" W a distance of 245.68' to a point; Thence S 06°03'40" W a distance of 247.51' to a point; Thence S 05°51'54" W a distance of 279.76' to a point; Thence S 06°13'31" W a distance of 343.03' to a point on the South line of the Southwest Quarter (SW/4); Thence S 89°24'12" W and along the South line a distance of 36.47' to the Point of Beginning.

Containing 3.74 acres, more or less.

Grantor, reserves and excepts unto itself, its successors and assigns **ALL RIGHTS OF INGRESS AND EGRESS** from said 3.74 acres, more or less to the lands or rights-of-way covered by the abutting Interstate Highway No. 244 Limited Access Highway facility along the East sides of the above described property.

EXHIBIT B

3 of 4

Fee Simple  
Property Description

A tract of land situated in the Northwest Quarter (NW/4) of Section Twenty-Three (23), Township Nineteen (19) North, Range Twelve (12) East, of the Indian Base Meridian, Tulsa County, State of Oklahoma according to the U.S. Government Survey thereof. Said strip, piece, or parcel of land being described as follows to-wit:

**Beginning** at a point on a curve along the West Right-of-Way of U.S. Highway 244 that falls 524.73' East of the Northwest Corner of the Northwest Quarter (NW/4) of Section Twenty-Three (23); Thence N 89°24'12" E along the North line of the Northwest Quarter (NW/4) and away from said West Right-of-Way for a distance of 36.47'; Thence S 06°13'31" W a distance of 103.94' to a point; Thence S 08°43'59" W a distance of 203.71' to a point; Thence S 11°08'06" W a distance of 203.89' to a point; Thence S 13°42'09" W a distance of 188.08' to a point; Thence S 15°01'13" W a distance of 118.21' to a point; Thence N 73°33'58" W a distance of 26.68' to a point; Thence S 18°36'12" W a distance of 132.36' to a point; Thence S 21°07'35" W a distance of 92.33' to a point; Thence S 22°40'35" W a distance of 117.99' to a point on a curve along the West Right-of-Way of U.S. Highway 244; Thence Northeast and along said West Right-of-Way on a curve to the left a distance of 1148.59', a radius of 4633.75', a delta 14°12'08", with a chord bearing N 13°28'14" E and chord length 1145.65' to the Point of Beginning.

Containing 0.76 acres, more or less.

Grantor, reserves and excepts unto itself, its successors and assigns **ALL RIGHTS OF INGRESS AND EGRESS** from said 0.76 acres, more or less to the lands or rights-of-way covered by the abutting Interstate Highway No. 244 Limited Access Highway facility along the East sides of the above described property.

EXHIBIT B

4 of 4

Fee Simple  
Property Description

A tract of land situated in the Southwest Quarter (SW/4) of Section Eleven (11), Township Nineteen (19) North, Range Twelve (12) East, of the Indian Base Meridian, Tulsa County, State of Oklahoma according to the U.S. Government Survey thereof. Said strip, piece, or parcel of land being described as follows to-wit:

**Beginning** at a point 683.01' East of the Southwest Corner of the Southwest Quarter (SW/4) of Section Eleven (11) on the West Right-of-Way of U.S. Highway 244; Thence N 08°34'13" E and along the West Right-of-Way a distance of 6.90' to a point; Thence N 08°36'12" E a distance of 686.59' to a point; Thence N 08°35'01" E a distance of 595.56' to a point; Thence S 81°20'27" E and away from the West Right-of-Way of said U.S. Highway 244 a distance of 30.88' to a point; Thence S 08°34'35" W a distance of 398.20' to a point; Thence S 03°55'37" W a distance of 702.48' to a point; Thence S 07°07'48" W a distance of 175.11' to a point on the South Line of the Southwest Quarter (SW/4) of Section Eleven (11); Thence S 89°01'34" W and along the South Line of the Southwest Quarter (SW/4) a distance of 93.94' to the Point of Beginning.

Containing 1.62 acres, more or less.

Grantor, reserves and excepts unto itself, its successors and assigns **ALL RIGHTS OF INGRESS AND EGRESS** from said 1.62 acres, more or less to the lands or rights-of-way covered by the abutting Interstate Highway No. 244 Limited Access Highway facility along the East sides of the above described property

EXHIBIT C

LEGAL DESCRIPTION

ODOT

30' Maintenance Easement

A tract of land situated in the West Half of the Northwest Quarter (W/2 NW/4) of Section Fourteen (14), 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. Said strip, piece, or parcel of land being described as follows to-wit:

Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of Section 14; Thence S 01°02'57" E and along the West Line of said Northwest Quarter (NW/4) a distance of 886.24' to a point; Thence N 88°57'03" E a distance of 617.12' to the **Point of Beginning**; Thence N 00°00'00" W a distance of 86.52' to a point; Thence N 05°06'28" E a distance of 117.12' to a point; Thence N 89°30'46" E a distance of 30.14' to a point; Thence S 05°06'28" W a distance of 118.72' to a point of curve; Thence Southwest on a curve to the right a distance of 91.07', a radius of 203.70', a delta 25°36'56", with a chord bearing S 19°24'04" W and chord length 90.31' to the Point of Beginning.

Also:

A tract of land situated in the West Half of the Northwest Quarter (W/2 NW/4) of Section Fourteen (14), 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. Said strip, piece, or parcel of land being described as follows to-wit:

Commencing at the Northwest Corner of the Northwest Quarter (NW/4) of Section 14; Thence S 01°02'57" E and along the West Line of said Northwest Quarter (NW/4) a distance of 1209.01' to a point; Thence N 88°57'03" E a distance of 611.22' to the **Point of Beginning**; Thence S 65°34'51" E a distance of 32.94' to a point; Thence S 00°02'49" W a distance of 96.16' to a point; Thence S 08°11'55" E a distance of 115.04' to a point; Thence S 89°30'46" W a distance of 30.27' to a point; Thence N 08°11'55" W a distance of 113.14' to a point; Thence N 00°02'49" E a distance of 111.91' to the Point of Beginning.

Containing in both parcels 0.27 acres, more or less.