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## CERTIFICATE OF COMPLETION

### EVANS-FINTUBE PROPERTY-TRACT 2 The City of Tulsa

#### OKLAHOMA BROWNFIELDS VOLUNTARY REDEVELOPMENT ACT

27A O.S. §§ 2-7-123 and 2-15-101 *et seq.*

#### DEPARTMENT OF ENVIRONMENTAL QUALITY

**PARTIES.** The City of Tulsa ("Participant") submitted a Brownfields Proposal for a Certificate of Completion ("Proposal") to the Oklahoma Department of Environmental Quality ("DEQ") on November 3, 2017.

**LEGAL DESCRIPTION.** On October 2, 2017, DEQ and the Participant entered into a Memorandum of Agreement for Risk-Based Remediation ("MOA"), DEQ Case #17-188, for the Evans-Fintube Property, a 24 acre tract of land located in Tulsa, Oklahoma. The Evans-Fintube Property was divided into three tracts located on North Lansing Avenue, Tulsa, Oklahoma. This Certificate of Completion is for Tract 2 of the Evan-Fintube Property with a legal description attached as Exhibit A ("Affected Property").

**PREFERRED REMEDIAL ALTERNATIVE.** The implemented Preferred Remedial Alternative for managing contamination at the Site included excavation and disposal of contaminated soils at a permitted landfill and the establishment of institutional controls (the "Remedy").

**CLEAN-UP GOALS AND RISK EVALUATION.** The clean-up goals and the evaluation of the risk to human health and the environment for the Brownfield actions were based on DEQ published methods. The Remedy has been implemented to DEQ's satisfaction. Documents containing specific information about the clean-up will be available through the DEQ or its successor agency.

**PUBLIC NOTICE.** On January 10, 2018, the Participant published a Public Legal Notice of Proposal for a Certificate of Completion in compliance with the Brownfields Voluntary Redevelopment act, 27A O.S. § 2-15-101 *et seq.*, and the rules of the DEQ, Oklahoma Administrative Code ("OAC") Title 252, Chapter 221. A notarized and dated Publisher's Affidavit from Tulsa World, Tulsa, Oklahoma, is on file as part of the Proposal. The Legal Notice notified the public of the opportunity to review and comment on the Proposal and provided an opportunity to request a public forum to discuss the Proposal. The City of Tulsa received one comment; DEQ reviewed and responded to the comment on February 23, 2018.

**LAND USE RESTRICTIONS.** The future use of the property may include residential use. The Affected Property has been characterized and the Remedy has been implemented to be protective of human health and the environment as long as the Land Use Restrictions are followed. This Certificate imposes the following restrictions:

1. No use of groundwater and no drilling of wells, except for the purpose of monitoring.

**TERMS, CONDITIONS, AND RELEASE OF LIABILITY.** In accordance with the Oklahoma Brownfields Voluntary Redevelopment Act, 27A O.S. §§2-15-101 et seq.:

1. DEQ shall not pursue administrative penalties or civil actions against the Participant, lenders, lessees, and successors and assigns associated with actions taken to remediate pollution which is the subject of the Certificate of Completion.
2. The Participant and all lenders, lessees, and successors and assigns shall not be subject to civil liability with regard to the remedial actions taken by the Participant for pollution as required by the MOA if the remedial action was not performed in a reckless or negligent manner.
3. No person responsible for pollution who has not participated in the voluntary remediation process shall be released from any liability.
4. The Certificate of Completion shall remain effective as long as the property is in substantial compliance with the MOA, Certificate of Completion, and any institutional controls placed on the property.
5. DEQ shall not assess against a Participant administrative penalties or pursue civil actions associated with the pollution which is the subject of the MOA if the Participant is in compliance with the MOA during remediation and the Participant is in compliance with any post-certification conditions or requirements specified in the Certificate of Completion.
6. After issuance of the Certificate of Completion, DEQ shall not assess administrative penalties or pursue civil actions regarding the pollution which is the subject of the MOA against any lender, lessee, or successor or assign if the lender, lessee, or successor or assign is in compliance with any post-certification conditions or requirements as specified in the Certificate of Completion.
7. Failure of the Participant and any lenders, lessees, or successors or assigns to materially comply with the MOA or Certificate of Completion entered into pursuant to the Oklahoma Brownfields Voluntary Redevelopment Act shall render the MOA and/or the Certificate of Completion voidable.
8. Submission of any false or materially misleading information by the Participant knowing such information to be false or misleading shall render the MOA and/or the Certificate of Completion voidable.
9. A Participant to whom a Certificate of Completion has been issued pursuant to the Oklahoma Brownfields Voluntary Redevelopment Act and such Participant's lenders, lessees, or successors or assigns or any other person, this state or a local political subdivision thereof or any other legal entity acquiring, in good faith, the property which was subject to the Oklahoma Brownfields Voluntary Redevelopment Act shall not be subject to civil liability regarding the pollution which was the subject of the MOA or certificate if the Participant is in compliance with any post-certification conditions or requirements specified in the MOA or certificate.

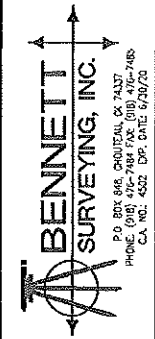
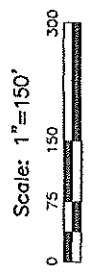
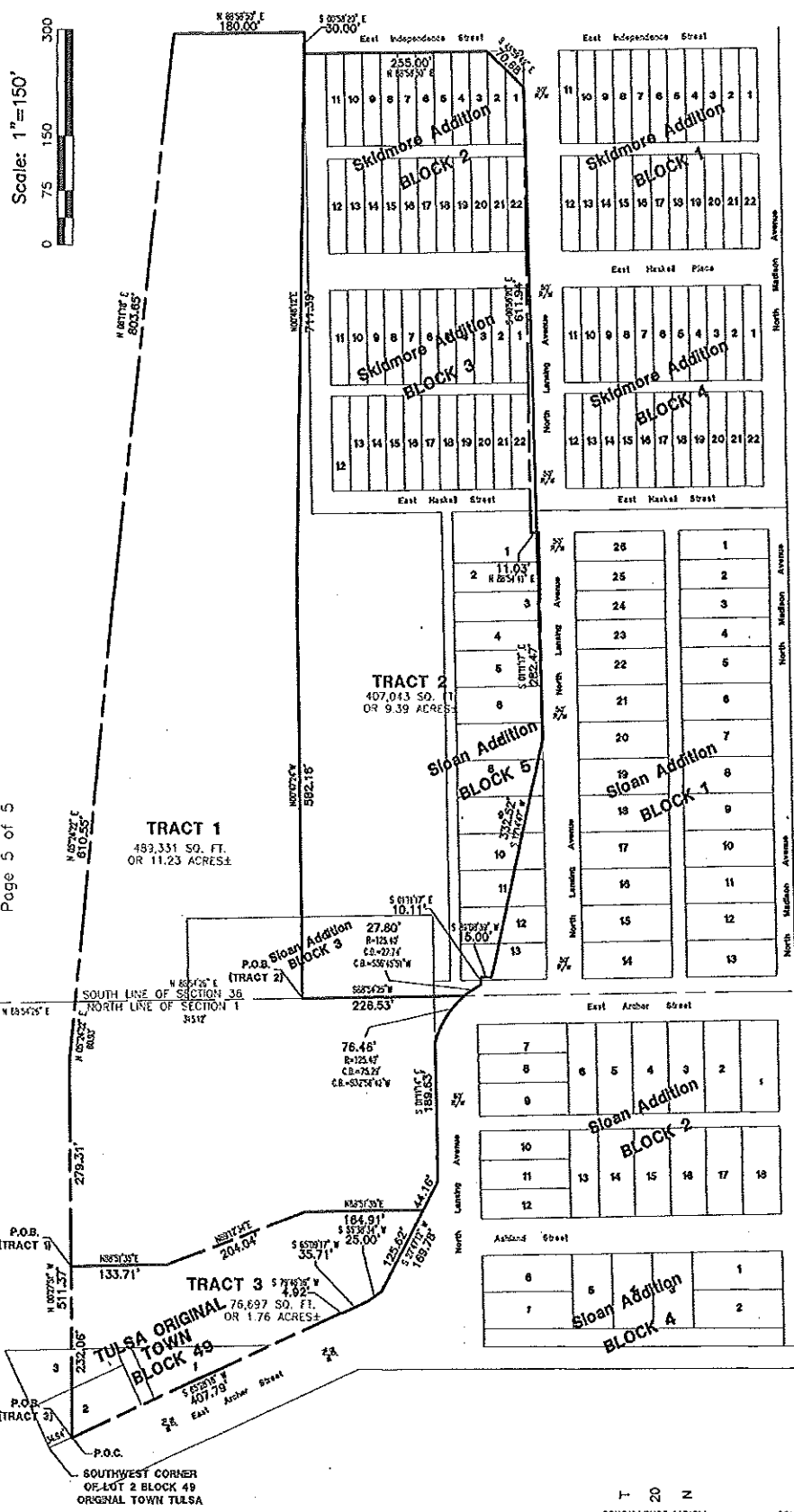
**EXHIBIT A**

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4) OF SECTION THIRTY-SIX (36), TOWNSHIP TWENTY (20) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, ALL IN TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW/4 NE/4) OF SECTION ONE (1), NINETEEN (19) NORTH, RANGE TWELVE (12) EAST, OF THE INDIAN BASE AND MERIDIAN, ALL IN TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF; SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF BLOCK FORTY-NINE (49) OF THE ORIGINAL TOWNSITE OF TULSA SAID POINT BEING 34.94 FEET EASTERLY OF THE SOUTHWEST CORNER OF LOT TWO (2), BLOCK FORTY-NINE (49), SAID POINT ALSO BEING ON THE EASTERLY ATCHISON, TOPEKA & SANTA FE RAILROAD RIGHT-OF-WAY LINE; THENCE N00°27' 51 "W FOR A DISTANCE OF 511.37; THENCE N05°24'22"E FOR A DISTANCE OF 80.93 FEET; THENCE N88°54'26"E FOR A DISTANCE OF 315.12 FEET TO THE POINT OF BEGINNING; THENCE N00°4 7'24"W FOR A DISTANCE OF 582.16; THENCE N00°48' 12"E FOR A DISTANCE OF 711.39 FEET; THENCE N88°58'50"E FOR A DISTANCE OF 255.00 FEET; THENCE S45°59'49"E FOR A DISTANCE OF 70.68 FEET; THENCE S00°58'20"E FOR A DISTANCE OF 611.94 FEET; THENCE N88°54'41 "E FOR A DISTANCE OF 11.03 FEET; THENCE S01°11'17"E FOR A DISTANCE OF 282.47 FEET; THENCE S12°14'47"W FOR A DISTANCE OF 332.52 FEET; THENCE S89°08'39"W FOR A DISTANCE OF 15.00 FEET; THENCE S01°11'17"E FOR A DISTANCE OF 10.11 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 12°42'00", HAVING A RADIUS OF 125.40 FEET, A LENGTH OF 27.80 FEET AND WHOSE LONG CHORD BEARS S56°45'51"W FOR A DISTANCE OF 27.74 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE S88°54'26"W A DISTANCE OF 226.53 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINS 407,043 SQ. FT. OR 9.39 ACRES MORE OR LESS.

**EXHIBIT "A"**

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P.O. BOX 666, CROFTON, CA 94737  
PHONE: (916) 476-7484 FAX: (916) 476-7485  
CA. REG. DATE: 6/30/70

**Notes**

1. THE BEARING BASE FOR THIS EXHIBIT IS BASED ON THE SOUTH LINE OF SECTION 36 AS 488°54'26"E.
2. SEE EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

FILE: 185041 LC-A

