



Tulsa County Clerk - Michael Willis

Doc # 2020037456 Page(s): 6

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Receipt # 20-22896

Fee: \$ 28.00

CERTIFICATE OF COMPLETION

EVANS-FINTUBE PROPERTY-TRACT 3 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 3 of the Evans-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.

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.
10. Except as otherwise provided in 27A O.S. § 2-15-108(C), nothing in the Oklahoma Brownfields Voluntary Redevelopment Act shall be construed to limit or negate any other rights

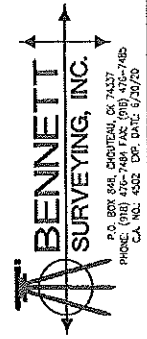
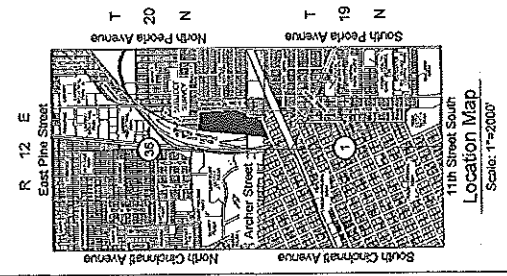
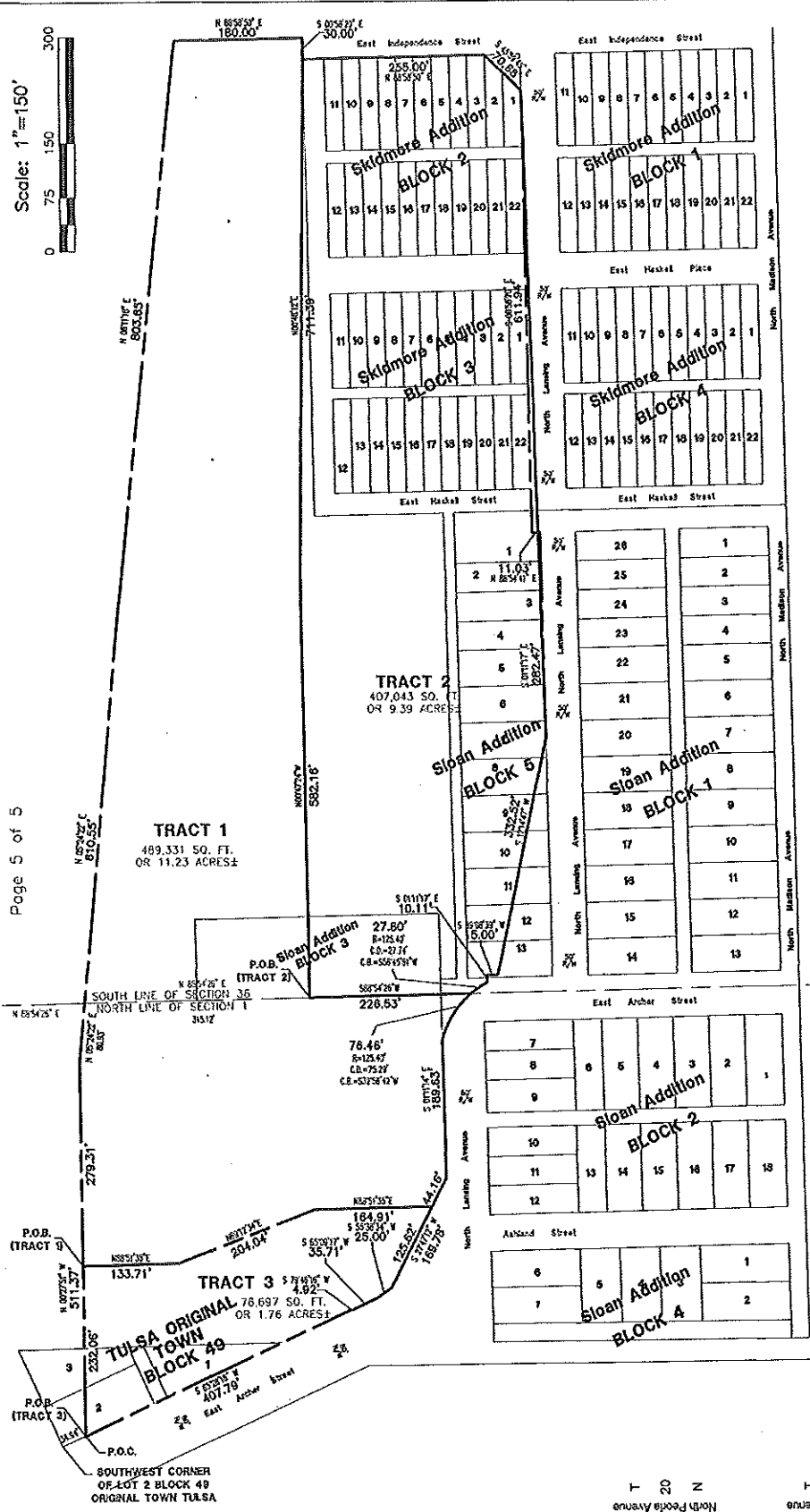
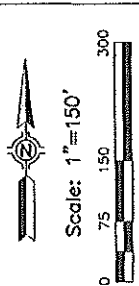
EXHIBIT A

A TRACT OF LAND THAT IS PART OF LOT TWO (2), SECTION ONE (1), TOWNSHIP NINETEEN (19) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE 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:

BEGINNING 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 232.06 FEET THENCE N88°51'35"E FOR A DISTANCE OF 133.71 FEET; THENCE N69°12'34"E FOR A DISTANCE OF 204.04 FEET; THENCE N88°51'35"E FOR A DISTANCE OF 164.91 FEET; THENCE S27°47'12"W FOR A DISTANCE OF 125.62 FEET; THENCE S55°38'34"W FOR A DISTANCE OF 25.00 FEET; THENCE S65°09'17"W FOR A DISTANCE OF 35.71 FEET; THENCE S79°46'16"W FOR A DISTANCE OF 4.92 FEET; THENCE S65°28'16"W A DISTANCE OF 407.79 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINS 76,697 SQUARE FEET OR 1.76 ACRES MORE OR LESS.

EXHIBIT "A"

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P.O. BOX 648, CHICOTEAU, OK 74137
PHONE: (918) 476-7491 FAX: (918) 476-7486
CA. REG. NO. 192758

Notes

1. THE BEARING BASE FOR THIS EXHIBIT IS BASED ON THE SOUTH LINE OF SECTION 36 AS N85°54'26"E.
2. SEE EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

FILE: 185041 LG-A