



Tulsa County Clerk - Michael Willis

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Receipt # 19-6150

Fee: \$ 19.00

After recording, return to:  
Kevin L. Jordan  
Black Gold Group  
2021 S. Lewis Ave., Ste. 301  
Tulsa, Oklahoma 74104

### CORRECTIVE DEED

KNOW ALL BY THESE PRESENTS:

**THIS CORRECTIVE DEED**, executed this 21<sup>st</sup> day of January, 2019, is made by and between **KPL South Texas, LLC** (f/k/a Koch Pipeline Company, LLC, f/k/a Koch Pipeline company, L.P.), a Delaware limited liability company, hereinafter called "**Grantor**", and **Black Gold at 121<sup>st</sup>, LLC**, an Oklahoma limited liability company, hereinafter called "**Grantee**".

**WHEREAS**, by virtue of that certain Special Warranty Deed effective as of December 11, 2017, recorded as Document #20171148854 in the office of the Tulsa County, Oklahoma Clerk (hereinafter, the "**Previous Deed**"), Grantor conveyed to Grantee certain property located in Tulsa County, Oklahoma;

**WHEREAS**, the parties desire to amend the restrictive covenant set forth in the Previous Deed;  
and

**WHEREAS, THE PURPOSE OF THIS CORRECTIVE DEED IS SOLELY TO AMEND THE RESTRICTIVE COVENANT IN THE PREVIOUS DEED.**

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby amend the restrictive covenant in the Previous Deed as follows:

To the fullest extent permitted by applicable law, Grantee, on its behalf and on behalf of its successors and assigns and all present and future owners and occupiers of and/or successors in title or interest to the Property and part thereof (collectively, "**Property Owners**"), agrees to the following (collectively referred to hereafter as the "**Restrictions**"): (i) to not allow the Property to be used for residential purposes; it being the expressed intent of the Parties that the Property will be used for industrial or other commercial uses only and that at no time will any persons be domiciled or otherwise reside on the Property, (ii) to prevent the withdrawal of groundwater on, at, under or from the Property for any use except for monitoring purposes; and (iii) to properly address and handle any groundwater encountered during property development or use activities in such a manner as to prevent the migration or release of contaminants to any other zone or

media and to prevent uncontrolled exposure to human and ecological receptors. Any activities that impact groundwater require all Property Owners to make a determination on the need to review the impacts with the Oklahoma Department of Environmental Quality (“ODEQ”) prior to implementing groundwater disturbing activities. Any Property Owner may seek to remove the Restrictions through review and approval by the ODEQ that groundwater concentrations of TPH are below the Category I criteria (or its equivalent) for TPH. The term “residential purposes” shall include, but not be limited to, use for dwellings such as single-family houses or multi-family dwellings and apartments, children's homes, nursing homes, residential portions of government-owned lands (local, state or federal), day care facilities, educational facilities, hospitals, residential portions of range or farm land, and parks (local, state or federal). The above covenants shall apply to and bind each and every Property Owner, and their respective successors and assigns, and shall operate as a covenant running with the land and passing with title to the Property and any part thereof.

The Restrictions shall not act to waive, rescind or modify any other restrictions that may be in effect against the Property, it being the intention that the Restrictions are to supplement and not replace, modify or amend any restrictions or other covenants pertaining to the use of the Property in effect as of the date hereof. Grantee may request in writing a waiver of the Restrictions, but no waiver, rescission, amendment or other modification of the Restrictions shall be effective unless made in a writing signed by an officer of Grantor. The waiver of or failure to enforce any of the restrictions or covenants contained herein shall in no event be deemed to be a waiver of the right to do so at any time thereafter.

**THIS CORRECTIVE DEED** hereby supersedes the Previous Deed only as to the correction of the restrictive covenant as set forth above, and in all other respects, the Previous Deed shall remain in full force and effect.

*[Remainder of page intentionally left blank]*





**GRANTEE:**

**BLACK GOLD AT 121<sup>ST</sup>, LLC**

By Kevin Jordan  
Name: Kevin Jordan  
Title: Manager

**ACKNOWLEDGMENT**

STATE OF )  
                  ) SS.  
COUNTY OF )

This instrument was acknowledged before me this 14 day of January, 2019, by Elizabeth Wallen, as President of Black Gold at 121<sup>st</sup>, LLC, an Oklahoma limited liability company, for and on behalf of said limited liability company.

Elizabeth Wallen  
Notary Public

My Commission Expires:  
1-28-19

