



Tulsa County Clerk - Michael Willis

Doc # 2017114856 Page(s): 5 Recorded 12/13/2017 09:35:57 AM

Receipt # 17-69130 Fees: \$21.00 Doc Stamp:\$ 487.50

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Record & Return to:
American Eagle Title Group
401 NW 13th St, Suite 520
Oklahoma City, OK 73103
File # 1602-0014-68

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

SPECIAL WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

THAT **Koch Pipeline Company, L.P.**, a Delaware limited partnership (“Grantor”), successor by merger to Bow Pipe Line Company, an Oklahoma corporation, with an address at 4111 East 37th Street North, Wichita, Kansas 67220, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and assign unto **Trojan Storage II, LLC**, an Oklahoma limited liability company, (“Grantee”), with an address at 2021 S. Lewis Avenue, Suite 301, Tulsa, Oklahoma 74104, all of Grantor’s right, title and interest in and to that certain parcel of real property more particularly described on **Schedule 1** attached hereto and incorporated herein by reference, together with all of Grantor’s right, title and interest, if any, in and to all buildings, fixtures and other improvements located thereon and all rights, privileges and easements appurtenant thereto (the “Property”) subject, however, to all matters of record and the following restrictive covenant:

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 ensure that any penetration or excavation of the Property is not greater than 6 feet deep and is conducted 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. **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.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES, REPRESENTATIONS, COVENANTS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, AS TO THE MERCHANTABILITY, QUANTITY, QUALITY, ENVIRONMENTAL CONDITION, OR PHYSICAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE AFFIRMS THAT IT: (I) HAS INVESTIGATED AND INSPECTED THE PROPERTY AND IS FAMILIAR AND SATISFIED WITH ITS ENVIRONMENTAL CONDITION AND PHYSICAL CONDITION, AND (II) HAS MADE ITS OWN DETERMINATION AS TO THE: (A) MERCHANTABILITY, QUANTITY, QUALITY, ENVIRONMENTAL CONDITION AND PHYSICAL CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE ON, AT, UNDER, OR EMANATING FROM THE PROPERTY OF HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION, AND (B) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT ENVIRONMENTAL CONDITION AND PHYSICAL CONDITION ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS AND DEFECTS", INCLUDING ENVIRONMENTAL, BASIS, REGARDLESS OF HOW SUCH FAULTS AND DEFECTS WERE CAUSED OR CREATED (BY GRANTOR'S NEGLIGENCE, ACTIONS, OMISSIONS, OR FAULT, OR OTHERWISE), AND ACKNOWLEDGES THAT: (A) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE, AND (B) GRANTOR SHALL NOT BE UNDER ANY OBLIGATION WHATSOEVER TO UNDERTAKE ANY IMPROVEMENT, REPAIR, MODIFICATION, ALTERATION, REMEDIATION, OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY OF THE PROPERTY.

GRANTOR IS HEREBY EXPRESSLY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS FROM ANY AND ALL RESPONSIBILITIES, LIABILITIES, OBLIGATIONS, AND CLAIMS, KNOWN AND UNKNOWN, WHETHER BASED UPON NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING UNDER ENVIRONMENTAL STATUTES, COMMON LAWS, OR ANY OTHER LEGAL REQUIREMENT, INCLUDING ANY OBLIGATIONS TO TAKE THE PROPERTY BACK AND ANY ACTIONS FOR CONTRIBUTION, INDEMNITY, OR TO IMPROVE, REPAIR,

OR OTHERWISE MODIFY THE PHYSICAL CONDITION OR OPERATION OF THE PROPERTY, THAT GRANTEE OR ITS SUCCESSORS OR ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED, IN WHOLE OR IN PART, UPON THE PRESENCE OF HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION ON, AT, UNDER, OR EMANATING FROM THE PROPERTY OR ARISING FROM THE ENVIRONMENTAL CONDITION OR PHYSICAL CONDITION OF THE PROPERTY, REGARDLESS OF HOW CAUSED OR CREATED (BY GRANTOR'S NEGLIGENCE, ACTIONS, OMISSIONS, OR FAULT, PURSUANT TO ANY STATUTORY SCHEME OF STRICT LIABILITY, OR OTHERWISE). GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT IT FULLY UNDERSTANDS AND ACCEPTS THE SAME AS A CONDITION TO PROCEEDING WITH THIS TRANSACTION. GRANTEE ACKNOWLEDGES THAT NONE OF GRANTOR'S EMPLOYEES, AGENTS, OR REPRESENTATIVES HAS MADE ANY STATEMENTS OR REPRESENTATIONS CONTRARY TO THE PROVISIONS OF THIS SECTION.

GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF ANY TITLE OPINION, DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION, OR MATERIALS NOW, HERETOFORE, OR HEREAFTER FURNISHED OR MADE AVAILABLE TO GRANTEE IN CONNECTION WITH THE PROPERTY, INCLUDING ANY DESCRIPTION OF THE PROPERTY, THE PRICING ASSUMPTIONS, THE ENVIRONMENTAL CONDITION OR PHYSICAL CONDITION OF THE PROPERTY, ANY OTHER MATTERS CONTAINED IN THE DATA, OR ANY OTHER MATERIALS FURNISHED OR MADE AVAILABLE TO GRANTEE BY GRANTOR OR BY GRANTOR'S EMPLOYEES, AGENTS, OR REPRESENTATIVES. GRANTEE HAS RELIED, AND WILL RELY, SOLELY UPON ITS INDEPENDENT INVESTIGATION OF, AND JUDGMENT WITH RESPECT TO, THE PROPERTY AND ITS VALUE.

TO HAVE AND TO HOLD said described Property unto the Grantee, Grantee's successors and assigns forever. Grantor warrants title to the Property, subject to the foregoing exceptions and restrictions, unto Grantee against any and all acts, conveyances, liens and encumbrances affecting such Property made or suffered to be made or done by, through or under Grantor, but not otherwise.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has executed this instrument on the date set forth in the acknowledgement block below to be effective as of the 11th day of December, 2017.

KOCH PIPELINE COMPANY, L.P. (JEP)
By Koch Pipeline Company, LLC, its general partner

By Bob O'Hair

Name: Bob O'Hair

Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 8th day of December, 2017, by Bob O'Hair, as Executive Vice President of Koch Pipeline Company, LLC, a Delaware limited liability company and the general partner of Koch Pipeline Company, L.P., a Delaware limited partnership, for and on behalf of said limited partnership.



Marie A. Methe
Notary Public

My Commission Expires:

June 14, 2020

Schedule 1

Legal Description of the Property

A portion of the land conveyed to Bow Pipe Line Company, now known as Koch Pipeline Company, L.P., by Deed filed in Book 4815, Page 1370 in the records of the County Clerk of Tulsa County, Oklahoma, and such portion described as follows:

(Tract A)

A tract of land of land in the southeast quarter of the southwest quarter of Section 36, Township 18 North, Range 12 East, of the Indian Base and Meridian, City of Jenks, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract of land being described as follows:

Commencing at the southwest corner of said southeast quarter of the southwest quarter;

Thence North $01^{\circ}09'26''$ West along the west line of said southeast quarter of the southwest quarter for 60.00 feet to the point of beginning;

Thence continuing North $01^{\circ}09'26''$ West along said west line for 959.06 feet;

Thence south $58^{\circ}31'21''$ East for 165.14 feet;

Thence North $88^{\circ}52'30''$ East for 97.52 feet;

Thence South $27^{\circ}32'38''$ East for 319.09 feet;

Thence South $01^{\circ}07'33''$ East for 584.61 feet;

Thence South $88^{\circ}55'08''$ West parallel with and 60.00 feet north of the south line of said southeast quarter of the southwest quarter for 378.08 feet to the point of beginning.