

FILE DATE: 08/13/2002 FILE TIME: 08:27  
WAGONER COUNTY JERRY FIELDS - COUNTY CLERK

BOOK: 1231 PAGE: 256  
RECE#: 200211863

\*\*

### AFFIDAVIT OF TEE TOWN GOLF RANCH, INC.

I, Tracy Phillips, President of Tee Town Golf Ranch, Inc., do hereby swear and affirm upon my oath that I am of legal age and that I am a corporate officer of Tee Town Golf Ranch, Inc., and hereby further state and affirm that:

1. I have the authority as a corporate officer of Tee Town Golf Ranch, Inc. to perform any legal act on behalf of Tee Town Golf Ranch, Inc including but not limited to conveying or encumbering property owned by Tee Town Golf Ranch, Inc.
2. Tee Town Golf Ranch, Inc. is the legal and equitable record title owner of the parcel of land located at:

Part of the SW/4 of the NW/4 of Section 8, Township 18 North, Range 15 East, a Subdivision in the City of Broken Arrow, Wagoner County, Oklahoma, more particularly described as:

Starting at the SW Corner of the NW/4 pf Section 8 Township 18 North Range 15 East to the point of beginning, thence North 1°24'58" East, thence East 88°47'15" North, thence South 1°25'22" East, thence West 88°47'15" to the point of beginning.

3. That a General Warranty Deed is filed of record at the Wagoner County Clerk's Office at Book 1203 and Page 358, which indicates Tee Town Golf Ranch, Inc.'s ownership in the above described land.
4. On 17<sup>th</sup> day of June 2002, Tee Town Golf Ranch, Inc. formally requested the Broken Arrow City Council waive the excess sewer capacity fee assessed to the above-described land.
5. On the 1<sup>st</sup> day of July 2002, the Broken Arrow City Council met at its regularly scheduled meeting and Agenda Item 7B was discussed by the Broken Arrow City Council.
6. That a motion was made by the Broken Arrow City Council that the excess sewer capacity fee paid by Tee Town Golf Ranch, Inc. be reimbursed and that the excess sewer capacity fee for this property be deferred as long as the use or ownership of the above described property does not change, provided however, if the ownership or use ever changes, the deferment shall expire and the excess sewer capacity fee would then be due and payable at the current rate at the then existing rate set at the time the

City of Broken Arrow  
P.O. Box 610  
Broken Arrow, OK 74013



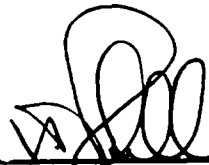
FILE DATE: 08/13/2002 FILE TIME: 08:27  
WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK

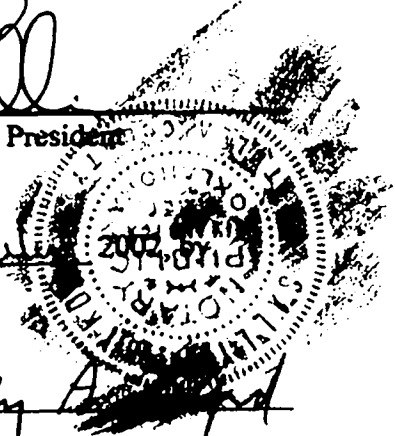
BOOK: 1231 PAGE: 257  
RECE#: 200211863

use or ownership changes.

- 7. The motion was seconded and duly voted on and passed by a majority vote by the Broken Arrow City Council.
- 8. As a corporate officer of Tee Town Golf Ranch, Inc., I agree to the terms set out by the Broken Arrow City Council on July 1, 2002 and hereby encumber the property owned by Tee Town Golf Ranch, Inc., described above, wherein the excess sewer capacity fee shall be due and owing to the City of Broken Arrow should the use or the ownership of the property change and further agree that the excess sewer capacity rate shall be determined by the then existing rate set at the time the use or ownership changes.
- 9. Further I sayeth naught.

City of Broken Arrow  
P.O. Box 610  
Broken Arrow, OK 74013

  
 Tracy Phillips, President

  
 Sally A. [unclear]  
 Notary Public

SUBSCRIBED and sworn to before me this 31 day of July 2002  
Tracy Phillips, as President of Tee Town Golf Ranch, Inc.

My Commission Expires:

Oct. 20, 2003