



The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, OK 73102
Encroachment Agreement

ETO # 1096

ENCROACHMENT AGREEMENT

This Encroachment Agreement is by and between The City of Oklahoma City, a municipal corporation, ("CITY") and ASTEC Fund, Inc an Oklahoma non-profit corporation.

WHEREAS, ASTEC Fund, Inc ("ASTEC") is the owner by virtue of Warranty Deed, recorded September 10, 2019 in Book 14127, page 810 of the following described real property located in Oklahoma County.

See Attachment "A"

WHEREAS, the CITY is the owner by virtue of Quit Claim Deed, recorded July 12, 1989, in Book 5932, Page 1541 of the following described real property located in Oklahoma County.

See Attachment "B"

WHEREAS, ASTEC has requested this Encroachment Agreement to address ASTEC's Track and Field improvement ("Track & Field") that extends off the ASTEC property described in Attachment "A" and encroaches onto the CITY's property described in Attachment "B".

WHEREAS, the CITY by virtue of ownership has the right to use its property free of encroachments.

WHEREAS, that the ASTEC Track & Field improvement will impair the CITY's ownership rights.

NOW THEREFORE, in consideration of the covenants and agreements set forth, it is mutually agreed by the parties as follows:

1. CITY hereby agrees to the Track and Field improvement encroaching onto the City's property.
2. ASTEC agrees and understands that it acts as its own risk in constructing, maintaining, or repairing the Track and Field improvement. Further, ASTEC must and is solely responsibility, at its cost and expense, to stabilize, support, and protect any property, structures, facilities, and improvements from damage related to activities, occupation, operations, and uses of the CITY and any employees, agents, officers, or contractors on the CITY's property.
3. CITY reserves the right to improve the CITY's property as needed for any purpose and to maintain, repair, and replace any new facilities, utilities or structures on the CITY property. Further, the CITY may request the removal of the Track and Field improvement upon notice to ASTEC at ASTEC's cost and expense without compensation to ASTEC, whenever the CITY has need to utilize or plan to utilize the CITY's property for any purpose under the City's rights.
4. CITY has no duty to design or perform any operation, construction, maintenance, repair, replace or use the CITY's property. Further, the CITY has no duty to minimize impact on

20/56

the Tract and Field improvement or the use or occupancy of the Tract and Field improvement by any party or any other person or entity.

5. That due to this impairment of the CITY's ownership and use of land, ASTEC and its successor, assigns, and lessees agree to indemnify and hold harmless the CITY and any employees, agents, officers, or contractors from any claims, damages, suits, liability, or proceedings of any nature whatsoever arising from the CITY exercising the CITY's ownership rights, except for any claim or damage resulting from the negligence of said employees, agents, officers, or contractors.
6. It is mutually agreed and understood between the parties that by reason of the issuance of this Encroachment Agreement, ASTEC acquires no property or contract rights in the CITY's property. The CITY does not waive or relinquish any rights or interest it has or may not have in and to the underlining fee simple title to the CITY property.
7. It is further agreed and understood that this Encroachment Agreement may be revoked or cancelled at the discretion of the City at any time.
8. ASTEC agrees that in the event of revocation, it will comply with the revocation order and will promptly remove the Tract and Field improvement and restore the CITY's property to its original condition at ASTEC's own expense.
9. The Encroachment Agreement will automatically terminate upon removal of the Track and Field improvement.
10. This Agreement may not be assigned to or assumed by any lessee or occupant of the ASTEC property. This Agreement may not be assigned to or assumed by any successor assignees in title to the ASTEC property. This Agreement may not be assigned to or assumed by any third party. This Agreement will automatically terminate without notice if assigned or assumed. Notwithstanding the foregoing, ASTEC may assign this Agreement to an affiliate of ASTEC that is controlled by, or under common control, with ASTEC in connection with ASTEC's conveyance of the ASTEC property to such affiliate, provided such affiliate assumes all of ASTEC's obligations under this Agreement.
11. ASTEC may use the CITY's property only in accordance with the Encroachment Agreement and solely for the Tract and Field improvement and no other purpose;
 - (a) until this Encroachment Agreement is revoked or cancelled, or
 - (b) until the Encroachment Agreement automatically terminates upon removal of the Tract and Field improvement, assignment or assumption, whichever comes first.
12. Upon revocation, cancellation, termination, or declared void, neither the CITY nor any of its employees, agents, officers, or contractors, shall pay or be liable for any damages to the ASTEC Track and Field improvement or to any occupants or lessees of ASTEC's property.
13. This Encroachment Agreement will not be deemed to grandfather or waive the application of any current or future Oklahoma City Municipal Code requirements, or any current or future State laws, regulations, or requirements, or any current or future building code or fire code requirements as to ASTEC or the ASTEC property.

14. This Encroachment Agreement will be effective upon the approval of City Council

Dated this 7th day of May, 2024.

ASTEC Fund, Inc.

By: Freda Deskin

State of Oklahoma, Oklahoma County, SS.

The foregoing instrument was acknowledged before me this 7th day of May, 2024
By Freda Deskin, of ASTEC Fund, Inc.

Tena Holmes
(Notary Public)

My commission expires: 12-6-2027



APPROVED by the Council of THE CITY OF OKLAHOMA CITY, this 30th day of July, 2024.

ATTEST;

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

Dan Holt
Mayor

Reviewed for form and legality.

Rachia Mann
Assistant Municipal Counselor

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DEED 09/10/2019
09:34:12 AM Book:14127
Page:810 PageCount:4
Filing Fee:\$19.00
Doc. Tax:\$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hooten

SPECIAL WARRANTY DEED

KNOW ALL THESE MEN BY THESE PRESENTS:

Aerospace Science and Technology Education Center, Inc., doing business as ASTEC Charter Schools, an Oklahoma non-profit corporation ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by **ASTEC Fund, Inc.**, an Oklahoma non-profit corporation ("Grantee"), located at 2401 NW 23rd Street Suite 39A, Oklahoma City, OK 73107, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY to Grantee, and its successors and assigns forever, the real property described on Exhibit "A" hereto attached as a part hereof located in Oklahoma County, Oklahoma, together with all buildings and improvements thereon and all tenements, hereditaments, easements, rights-of-way and appurtenances belonging or in any way appertaining thereto, all fixtures and other property affixed thereto, and all right, title and interest of Grantor in and to adjacent streets, alleys, and rights-of-way (all of the foregoing is referred to herein as the "Real Property"), and the Grantor warrants title to said Real Property to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, easements, and other liens and encumbrances of whatsoever nature against every person whomsoever claiming by, through or under the Grantor, except the Permitted Exceptions on Exhibit "B" hereto attached as a part hereof.

TO HAVE AND TO HOLD the Real Property unto the Grantee and the Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 9th day of September, 2019.

GRANTOR:

Exempt Documentary Stamp Tax OS
Title 68, Article 32 Section
3202, Paragraph 3.

Aerospace Science and Technology Education Center, Inc., doing business as ASTEC Charter Schools, an Oklahoma non-profit corporation

By: Freda Deskin
Name: Freda Deskin
Title: CEO

#2423993
Return original to:
Insured/Filed By:

Marcia J. Chapplear
First American Title Insurance Co.
133 NW 8th Street
Oklahoma City, OK 73102

Special Warr Deed

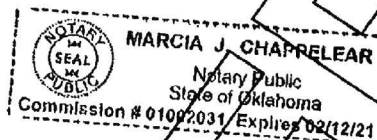
ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 9th day of September, 2019, personally appeared FRED A DESKIN to me known to be the identical person who executed the within and foregoing instrument as CEO of Aerospace Science and Technology Education Center, Inc., doing business as ASTEC Charter Schools, an Oklahoma non-profit corporation, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth on behalf of the above entity.

In testimony whereof, I have hereunto set my hand and seal the day and year last above written.

My Commission Expires: 2-12-2021
as shown on seal



Mail Tax Statements to:
ASTEC Fund, Inc.
2401 NW 23rd Street Suite 39A
Oklahoma City, OK 73107

Special Warranty Deed

EXHIBIT "A"

Legal Description

A strip, piece, or parcel of land located in the West Half (W/2) of Section Thirty-one (31), and also being part of Lots Three (3), Six (6), Seven (7), and Nineteen (19) of said Section 31, Township Twelve (12) North, Range Three (3) West, Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Basis of bearing for this description is the South line of the Northwest Quarter (NW/4) of said Section 31, assumed to bear North 89°46'28" East, and monumented by a found PK Nail at the Southwest Corner, and a Mag Nail with Washer found at the Southeast Corner of said NW/4;

COMMENCING at the Southwest Corner of the Northwest Quarter (NW/4) of Section Thirty-one (31), Township Twelve (12) North, Range Three (3) West, Indian Meridian;

THENCE North 89°46'28" East along the South line of said NW/4, at 1328.18 feet passing a PK Nail with Washer found for the Northeast Corner of Government Lot Three (3), in all a distance of 1390.67 feet to the POINT OF BEGINNING;

THENCE North 00°11'29" West a distance of 28.91 feet;

THENCE North 89°49'21" East a distance of 150.01 feet;

THENCE North 00°11'29" West a distance of 859.11 feet to the South Right-of-Way line of General Pershing Boulevard and the beginning of a non-tangent curve to the right;

THENCE Southeasterly on the South Right-of-Way line of General Pershing Boulevard 698.39 feet along the arc of said non-tangent curve to the right having a radius of 5599.58 feet, through a central angle of 07°08'46", the long chord of which bears South 75°57'33" East, 697.94 feet;

THENCE continue along the South Right-of-Way line of General Pershing Boulevard South 71°57'28" East a distance of 283.57 feet to the beginning of a non-tangent curve to the left;

THENCE Southerly 38.73 feet along the arc of said non-tangent curve to the left having a radius of 206.27 feet, through a central angle of 10°45'30", the long chord of which bears South 05°27'01" West, 38.67 feet;

THENCE South 00°04'16" West a distance of 398.89 feet to the beginning of a curve to the right;

THENCE Southwesterly 250.36 feet along the arc of said curve to the right having a radius of 211.69 feet, through a central angle of 67°45'44", the long chord of which bears South 33°57'08" West, 236.02 feet;

THENCE South 67°58'02" West a distance of 695.30 feet to the beginning of a curve to the right;

THENCE Southwesterly 67.14 feet along the arc of said curve to the right having a radius of 857.97 feet, through a central angle of 04°29'02", the long chord of which bears South 70°04'33" West, 67.13 feet;

THENCE North 00°24'09" West a distance of 259.56 feet;

THENCE South 89°46'49" West a distance of 248.87 feet;

THENCE North 00°11'29" West a distance of 20.16 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Permitted Exceptions

1. Easement in favor of the City of Oklahoma City recorded in Book 2058, Page 232.
2. Correction Quit Claim Deed in favor of the City of Oklahoma City, recorded in Book 5932, Page 1541.
3. Permitted Exceptions also include, but are not limited to, the two unrecorded easements made by the Grantor in favor of The City of Oklahoma City for waste and wastewater systems and sewage, signed by Grantor, dated July 16, 2019 and June 21, 2019, respectively, and intending to be recorded following formal approval by the City of Oklahoma City. Grantee has acknowledged and accepts these easements as prior conveyances by this delivery of this Special Warranty Deed by Grantor to Grantee. No claim may be made by Grantee as to the Grantor or any title insurer in regard to the anticipated filing of these two easements and Grantee acknowledges title to the Real Property is conveyed by Grantor subject to these two easements. Grantee by its acceptance of this Deed and its signature below hereby ratifies and affirms the easements. The City of Oklahoma City may rely on Grantor's affirmation above.

ASTEC Fund, Inc., hereby acknowledges and approves the Permitted Exceptions on the date of this conveyance.

ASTEC Fund, Inc., an Oklahoma non-profit corporation

By: Freda Deskin
Name: Freda Deskin
Title: CEO

ACKNOWLEDGEMENT

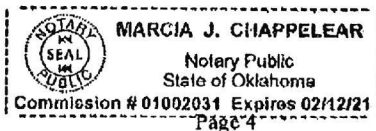
STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 9th day of September, 2019, personally appeared FRED A DESKIN to me known to be the identical person who executed the within and foregoing instrument as CEO of ASTEC Fund, Inc., an Oklahoma non-profit corporation, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth on behalf of the above entity.

In testimony whereof, I have hereunto set my hand and seal the day and year last above written.

My Commission Expires: 2-12-2021
As shown on seal

[Signature]
Notary Public



Special Warranty Deed

THE CITY OF OKLAHOMA CITY
OFFICE OF CITY CLERK
208 MUNICIPAL BUILDING
OKLAHOMA CITY, OKLAHOMA 73102

CORRECTION
QUIT CLAIM DEED

BOOK 5932 PAGE 1541

KNOW ALL MEN BY THESE PRESENTS:

That STEPHEN BROWNE, individually and as attorney-in-fact for EULA LEE BROWNE and DEBORAH BROWNE SNELL, HENRY BROWNE, JR., and PATRICIA PRICE BROWNE, husband and wife, ROBERT F. BROWNE and KAREN BROWNE, husband and wife, BRADFORD HALL and KELSEY HALL, husband and wife, GLENCOE-VACHERIE PLANTATION, LTD., and FOURTH NATIONAL BANK OF TULSA AS TRUSTEE OF THE MARGARET REESE TRUST, parties of the first part, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby quitclaim, grant, bargain, sell and convey unto THE CITY OF OKLAHOMA CITY, a municipal corporation, party of the second part, all their right, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described real property and premises situate in Oklahoma County, State of Oklahoma, to-wit:

SURFACE ONLY:

A tract of land lying within Government Lot Nineteen (19) of Section Thirty-one (31) Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, described as follows:

Commencing at the Northeast corner of Government Lot 3, said point being on the West line of Government Lot 19; thence South 00°24'09" East for a distance of 414.52 feet to the point of beginning; thence North 56°22'58" East for a distance of 65.80 feet; thence Northeasterly on a curve to the right, having a radius of 594.06 feet, a chord bearing North 66°32'45" East, for a curve distance of 210.75 feet; thence Northeasterly on a curve to the left, having a radius of 857.97 feet, a chord bearing of North 72°16'17" East, for a curve distance of 132.90 feet; thence North 67°50'02" East for a distance of 695.30 feet; thence Northeasterly on a curve to the left, having a radius of 211.69 feet, a chord bearing of North 33°57'08" East, for a curve distance of 250.36 feet; thence North 00°04'15" East for a distance of 390.59 feet; thence Northeasterly on a curve to the right, having a radius of 206.27 feet, a chord bearing of North 06°08'56" East for a curve distance of 43.76 feet to a point on the South right-of-way line of General Pershing Boulevard; thence South 72°03'04" East on said South right-of-way line for a distance of 24.59 feet to the center line of the Old North Canadian River; thence South 16°35'21" East on said center line for a distance of 26.19 feet; thence South 05°38'43" East on said center line for a distance of 105.86 feet; thence South 02°15'53" East on said center line for a distance of 103.86 feet; thence South 11°53'45" West on said center line for a distance of 92.39 feet; thence South 23°38'08" West on said center line for a distance of 71.93 feet; thence South 36°24'02" West on said center line for a distance of 227.73 feet; thence South 68°56'31" West on said center line for a distance of 828.50 feet; thence South 78°43'16" West on said center line for a distance of 36.87 feet;

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TIME 09:19 AM
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DATE JUL 12 1989
RALPH HESS
OKLAHOMA COUNTY CLERK
RECORDED AND FILED

BOOK 5932 PAGE 1542

thence South 87°35'43" West on said center line for a distance of 41.53 feet; thence South 67°17'58" West on said center line for a distance of 43.36 feet; thence South 55°21'42" West on said center line for a distance of 163.34 feet; thence North 00°24'09" West for a distance of 32.79 feet to the point of beginning and containing 1.31 acres, more or less;

together with all the improvements thereon and the appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto the said party of the second part, its successors and assigns forever.

Signed and delivered this 10 day of June, 1989.

STEPHEN BROWNE

EULA LEE BROWNE, by STEPHEN BROWNE, Attorney-in-Fact

DEBORAH BROWNE SNELL, by STEPHEN BROWNE, Attorney-in-Fact

HENRY BROWNE, JR.

PATRICIA PRICE BROWNE

ROBERT F. BROWNE

KAREN BROWNE

BRADFORD HALL

KELSEY HALL

BOOK 5932 PAGE 1513

GLENCOE-VACHERIE PLANTATION, LTD.

By: John R. Browne
JOHN R. BROWNE, General Partner

FOURTH NATIONAL BANK OF TULSA AS
TRUSTEE OF THE MARGARET REESE TRUST

By: [Signature]
S. Vice - President

[SEAL]

ATTEST:

Mary C. Grithen

UNOFFICIAL

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS:

BOOK 5932 PAGE 1544

Before me, the undersigned, a Notary Public in and for said County and State, on this 7 day of June, 1989, personally appeared STEPHEN BROWNE, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Norma J. Leason
Notary Public

[SEAL]

My Commission Expires:

5-17-93

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 7 day of June, 1989, personally appeared STEPHEN BROWNE, to me known to be the identical person who executed the within and foregoing instrument as Attorney-in-Fact for EULA LEE BROWNE and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

Norma J. Leason
Notary Public

[SEAL]

My Commission Expires:

5-17-93

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 7 day of June, 1989, personally appeared STEPHEN BROWNE, to me known to be the identical person who executed the within and foregoing instrument as Attorney-in-Fact for DEBORAH BROWNE SNELL and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last

above written.

BOOK 5932 PAGE 1545

W. M. L. L.
Notary Public

[SEAL]

My Commission Expires:

6-17-93

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 5 day of June, 1989, personally appeared HENRY BROWNE, JR., and PATRICIA PRICE BROWNE, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

W. M. L. L.
Notary Public

[SEAL]

My Commission Expires:

My Commission Expires Oct. 21, 1991

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 5 day of June, 1989, personally appeared ROBERT F. BROWNE and KAREN BROWNE, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

W. M. L. L.
Notary Public

[SEAL]

My Commission Expires:

My Commission Expires Oct. 21, 1991

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS:

BOOK 5932 PAGE 1546

Before me, the undersigned, a Notary Public in and for said County and State, on this 5 day of June, 1989, personally appeared BRADFORD HALL and KELSEY HALL, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.



[SEAL]

My Commission Expires:
My Commission Expires Oct. 21, 1991

[Signature]
Notary Public

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 7 day of June, 1989, personally appeared JOHN R. BROWNE, General Partner of GLENCOE-VACHERIE PLANTATION, LTD., to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.



[SEAL]

My Commission Expires:

5-17-93

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 24 day of May, 1989, personally appeared Ralph D. Smith to me known to be the identical person who subscribed the name of the FOURTH NATIONAL BANK OF TULSA AS TRUSTEE OF THE MARGARET REESE TRUST to the foregoing instrument as its 2nd President and acknowledged to me that he executed the same as his free and voluntary act and

BOOK 5932 PAGE 1517

deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

Cassidy, James
Notary Public

[SEAL]

My Commission Expires:
MY COMMISSION EXPIRES
SEPTEMBER 15, 1991

APPROVED as to form and legality.

James B. Hornick
Deputy Municipal Counselor 6/16/89

ACCEPTED by THE CITY OF OKLAHOMA CITY, a Municipal Corporation, on the 27 day of June, 1989.

THE CITY OF OKLAHOMA CITY

John Carey
MAYOR

ATTEST:

Thomas P. Hawley
CITY CLERK

BOOK 5932 PAGE 1548

POWER OF ATTORNEY

I, Deborah Lee Snell of Dallas, Texas have made, constituted and appointed and do hereby make, constitute and appoint my brother, Stephen B. Browne of Oklahoma City, Oklahoma my true and lawful attorney in fact, for me, in my name, and on my behalf to do and perform the following:

1. To ask, demand, recover and receive, all and any sums of money, debts, dues, merchandise, property and effects, due, payable or which may become due, payable or belonging to me from any person, firm, corporation, government agency or instrumentality or any other entity whatsoever;
2. To purchase any goods, merchandise, livestock, shares of stock, securities and commodities of any nature, and any and all other materials, evidences, tangibles or intangibles, on my account for such prices and in such amounts as my attorney in fact may deem reasonable;
3. To insure and cause insurance to be made on any properties in which I may have an insurable interest at such premiums and for such risks as my attorney in fact may deem necessary;
4. To accept any bill of exchange or orders, make and execute any note, check, bond, draft or other instrument, whether negotiable or not, whether as primary or secondary obligor or as surety, guarantor or otherwise, and to receive and endorse any note, check, draft, bond or other instrument and to make deposits thereof to my account and for my benefit; and in my name and on my account, and for my benefit and binding upon me, to enter into any contract of any nature concerning my property, wherever located, to and for any amount and on any consideration which my attorney in fact may deem appropriate;
5. To sell, mortgage, exchange or dispose of or encumber all or any part of any real estate wherever located of which I am now or may hereafter become seized or possessed in fee simple, or for any less estate, to any person or persons, for any price, or in any manner whatsoever, and for these purposes to execute and acknowledge any deed or deeds, mortgage or mortgages, lease or leases or other assurances, with general covenants or warranties against all persons, or any other covenants or warranties against all persons, or any other covenants whatsoever, as my attorney in fact may deem advisable;

BOOK 5932 PAGE 1549

6. To settle any debts, dues or demands owing, or which may hereafter be owing me, and to take less than the whole amount due, or otherwise agree for the same in such manner and upon such terms as in my attorney's sole discretion may be necessary or advisable, and for all or any of these purposes to make and execute any releases, compromises, compositions, agreements or contracts, by deed or otherwise, as in my attorney's opinion is necessary or expedient;

7. To commence and prosecute or to defend any suits or actions which my attorney in fact shall deem proper for the recovery, possession or enjoyment of any matter or thing which is or may hereafter be due, payable, owing, belonging or accruing to me, and to maintain such suits or actions for me in person, or by such attorney or counsel as my attorney in fact may deem necessary or proper to employ to appear before any courts or agencies having jurisdiction thereof; and in connection therewith, to employ or retain counsel, accountants, experts or other persons to represent my interests in any such suits or actions or in any proceedings of any nature, including administrative or arbitration proceedings;

8. To generally do and perform all matters and things, transact all business, make, execute and acknowledge all contracts, orders, deeds, mortgages, satisfaction of mortgages, leases and assignments of leases, releases, amendments or modifications of any such instruments or stipulations with respect thereto, and all other assurances of every kind, which may be necessary or proper to effectuate all or any other things belonging to me, or the conduct of any business, whether in corporate form or otherwise, in which I have any record or beneficial interest, with the same powers, and to all intents and purposes, with the same validity as I could if personally present.

This power of attorney is granted in order to authorize my brother, as my attorney-in-fact, to execute, swear to, acknowledge and deliver any and all types of agreements, documents and instruments which are or may be binding upon me. Such agreements, documents or instruments may include, but are not limited to, contracts, mortgages, promissory notes, guaranties, security agreements, assignments, assignments of leases and rentals, financing statements, master leases, general partnership agreements, limited partnership agreements, joint venture agreements, certificates and certifications, evidences of indebtedness, checks, bills, warranties, indemnities and all other types of agreements, instruments and documents, whether specifically described herein or not. Further, this power of attorney is intended to authorize my attorney-in-fact to execute, swear to, acknowledge and deliver such agreements, documents and instruments, and to act on my behalf, in my individual capacity, as well as in any other capacity, including, but not limited to, my capacity as a partner of any partnership.

BOOK 5932 PAGE 1550

The powers and authority hereby granted are not confined or limited geographically and may be used by my attorney in fact in any state, nation, airspace or in the high seas. I reserve the right to cancel this power of attorney or any part or portion hereof at any time, but such cancellation shall not be effective as to any party relying upon this instrument until notice of cancellation is given to any such party. In order to effectuate the general powers covered hereby, I do hereby ratify and affirm any act or actions by my attorney in fact heretofore or hereafter done or performed by virtue hereof. As between my attorney in fact and myself, my attorney in fact shall have no personal liability to me or to my heirs, executors, administrators or assigns by reason of any act done or performed hereunder by such attorney in fact in good faith, and the judgment and discretion of my attorney in fact shall be final and binding as to matters within the powers and authority granted hereunder.

I intend that third parties shall be entitled to rely on this power of attorney in dealing with my brother as my attorney-in-fact and in order to induce third parties to accept the actions of my brother as my own and as binding upon me, I represent to all third parties who may rely on this power of attorney that (a) I have read this instrument, (b) I have been advised by counsel regarding the effect hereof, and (c) I agree to be bound by the actions of my attorney-in-fact taken pursuant to this power of attorney. My intent is to give my attorney-in-fact the broadest power to act for me, it being understood that I have full trust and confidence in him.

This power of attorney shall expire on February 1, 1989.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 10th day of Feb, 1984.

Deborah Lee Snell
Deborah Lee Snell

STATE OF Texas ss.
COUNTY OF Dallas

Before me, the undersigned Notary Public, in and for said County and State on this 10th day of February, 1984, personally appeared Deborah Lee Snell, to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year
last above written.

Marilyn D. Culmer
Notary Public

My Commission Expires:

MARILYN D. CULMER, Notary Public
In and for the State of Texas
My Commission Expires 8/25/00

BOOK 5932 PAGE 1851

UNOFFICIAL

POWER OF ATTORNEY

BOOK 5932 PAGE 1558

KNOW ALL MEN BY THESE PRESENTS:

That we, Deborah Lee Browne and Eula Lee Browne, have made, constituted and appointed and by these presents do make, constitute and appoint Stephen B. Browne our true and lawful attorney for us and in our name, place and stead, to demand, have received, collect and hold any and all monies, securities, personal and real property of any nature whatsoever belonging to us or in which we may have any interest, to deal generally and in all respect without restriction in and with any property of any nature whatsoever in which we may have any interest; to carry bank accounts for us and in our name in such banks as our said attorney may deem best and to make deposits of money belonging to us in such accounts and disburse said monies on the signature of our said attorney, for any purposes in connection with either the personal needs, support, maintenance and medical attention of ourselves, in any such amounts and for such purposes and at such times as our said attorney in his sole unrestricted discretion and judgment may deem best; to make disbursements of monies belonging to us in such manner, at such times and for such purposes as our said attorney may in his sole unrestricted discretion and judgment deem best for maintenance, upkeep, repair or any other purposes in connection with any real estate or personal property owned by us to operate, manage, control and lease, any and all real estate owned by us and to collect, demand and receive the rents, issues, incomes and profits derived therefrom, and to exercise in all respects general control and supervision over any real estate belonging to us; to exercise general supervision and control over any securities and other personal property of any nature whatsoever belonging to us, and to collect dividends, profits or accruals therefrom and thereon, and to make sale and disposition of the same, all as our said attorney may in his sole and unrestricted discretion and judgment deem best; to use generally any monies and properties belonging to us in the general proper support, maintenance, care and attention of ourselves and as our said attorney may in his sole unrestricted judgment and discretion deem best; to exercise in all respects as full management, control and powers with respect to all of our property whether the same be real or personal, as we ourselves could do; to liquidate any assets of ours and to make such investments of any monies belonging to us as our said attorney in his sole unrestricted judgment and discretion may deem best; to demand and receive, sue for and recover, any and all monies or rights of any nature whatsoever and from whatever source derived that may now be due to us or which may at any time hereafter become due, and to give in all respects proper receipts, releases and acquittances therefor, with no liability on the part of any obligor making payments to our attorney to see to the application of the proceeds of such payments or collections, hereby giving and granting unto our said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our said attorney may do.

IN WITNESS WHEREOF, we have herunto set our hands and seals this the 12 day of February, 1979.

Deborah Lee Browne
Deborah Lee Browne

Eula Lee Browne
Eula Lee Browne

BOOK 5932 PAGE 1553

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

The foregoing instrument was acknowledged before me this 14 day of February, 1979, by Deborah Lee Browne and Eula Lee Browne.

Rebecca S. Brown
Notary Public

My Commission expires:

10-27-80

UNOFFICIAL