



AB-471-4X



September 9, 2003

Surface Transportation Board
Mr. Vernon Williams, Secretary
1925 K Street, NW, Suite 750
Washington DC 20423

ENTERED
Office of Proceedings

SEP 10 2003

Part of
Public Record

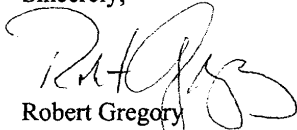
Dear Mr. Williams,

Enclosed are documents regarding the Osage Trail. These documents have our old mailing and location address. As of July 28, 2003, Land Legacy has a new address.

Land Legacy
502 South Main Mall #401
Tulsa OK 74103

After you have had a chance to review, if you have any questions, please call.

Sincerely,



Robert Gregory
Executive Director

49 CFR § 1152.29(f). The STB granted that joint request on October 3, 2001 (decision served and effective as of October 10, 2001).

On December 27, 2001 (decision served and effective as of December 31, 2001), the STB extended the NITU as it relates to the remainder of the line, between mileposts 157.10 and 188.0, until May 24, 2002.

On March 18, 2002, the TPL and the SK&O consummated a trail use/rail banking agreement with regard to the portion of the line within Tulsa County, between milepost 157.10 and 163.21. Also on March 18, 2002, TPL and **Tulsa County** entered into an agreement, whereby TPL conveyed its interest in that portion of the line to Tulsa County, which will construct and maintain a scenic, recreational trail. In a joint motion, filed April 3, 2002, TPL and Tulsa County requested substitution of the County as the new interim trail user for that portion of the right-of-way. The STB granted that joint request on April 23, 2002 (service effective April 24, 2002).

On June 6, 2002 (decision served and effective as of June 11, 2002) the STB extended the NITU as it relates to the remainder of the line, between mileposts 163.21 and 188.0, until November 20, 2002.

On November 7, 2002, (decision served and effective as of November 12, 2002), the STB extended the NITU as it relates to the remainder of the line, between milepost 163.21 and milepost 188.0, until May 19, 2003.

On May 15, 2003, the TPL filed a request for a fifth 180-day extension of the NITU as it relates to the remainder of the line, between milepost 163.21, at the Tulsa/Osage County line, and the end of the line at milepost 188.0, in Osage County. The STB granted that joint request on June 26, 2003 (decision served and effective as of June 25, 2003).

On May 22, 2003, TPL and SK&O consummated a trail use/rail banking agreement with regard to the portion of the line within Osage County, between milepost 163.21 and milepost 188.0. Also on May 22, 2003, TPL and **Land Legacy, Inc.**, an Oklahoma non-profit, public benefit corporation, entered into an agreement whereby TPL conveyed its interest in that portion of the line to Land Legacy, Inc., which will hold title and maintain the rail-trail, working cooperatively with Osage County and local entities.

On June 2, 2003, Land Legacy Inc., filed quitclaim deed with regard to remainder of line, between milepost 163.21 and milepost 188.0, with Osage County Clerk's Office.

On June 26, 2003, (decision served and effective as of June 25, 2003), the STB extended the NITU as it relates to the remainder of the line, between milepost 163.21 and milepost 188.0, until November 25, 2003.

Pursuant to 49 CFR § 1152.29(f), Land Legacy, Inc., hereby requests that the STB vacate the existing NITU and issue an appropriate replacement NITU identifying

Land Legacy, Inc., with regard to the line between mileposts 163.21 and 188.0. A statement of the Land Legacy's willingness to assume financial responsibility, organizational documents, and a copy of the filed deed is enclosed.

Respectfully submitted,

LAND LEGACY, INC.

By:


Robert Gregory
Executive Director

Enclosures

cc: Karl Morell, Counsel for the SK&O
Peter Ives, Counsel for the Trust for Public Land

STATEMENT OF WILLINGNESS TO ASSUME FINANCIAL RESPONSIBILITY

In order to establish interim trail use and rail banking under section 8(d) of the National Trail Systems Act, 16 U.S.C. § 1247(d), and 49 CFR § 1152.29, Land Legacy, Inc., a private non-profit organization, is willing to assume full responsibility for management of, for any legal liability arising out of the transfer or use of, and for payment of any and all taxes that may be levied or assessed against the right-of-way previously owned and operated by the South Kansas & Oklahoma Railroad Company.

The property, known as the Osage Railroad, extends from railroad milepost 163.21, to railroad milepost 188.0, in Osage County, Oklahoma.

A map depicting the right-of-way is attached.

Land Legacy acknowledges that use of the right-of-way is subject to the user's continuing to meet its responsibilities described above and, with just compensation, subject to possible future reconstruction and reactivation of the right-of-way for rail service.

By my signature below, I certify service upon Watco, Inc. d/b/a the South Kansas & Oklahoma Railroad Co., 315 West Third Street, Pittsburgh, KS 66762, and The Trust for Public Land, 418 Montezuma Ave., Santa Fe, NM 87501, by U.S. Mail, postage pre-paid, first class, this 9th day of Sept., 2003.

Respectfully submitted,

LAND LEGACY, INC.

By: Robert Gregory

Name: Robert Gregory

Title: President

ENTERED
Office of Proceedings

SEP 10 2003

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Public Record

AFTER RECORDING MAIL TO:
LAND LEGACY
C/O MARK SONTAG
403 S CHEYENNE STE 300
TULSA, OK 74103

DO NOT REMOVE THIS PAGE
THIS IS PART OF YOUR RECORDED DOCUMENT

*Rev. 24/03
PF 500*

TITLE OF DOCUMENT:

QUIT CLAIM DEED



REFILED TO ADD LEGAL DESCRIPTION

Toby Bighorse - Osage County Clerk
Recorded/Filed on 06/02/2003 at 4:06PM Inst Type: QCD
DOC: 2003-5332 Book 1135 Page 711 to 719 (9 pages)
Receipt Number: 2003-00004329 Fees: \$24.00
DOC Stamps:

BK 1135 PG 711
005332

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)
H.B. 2011 EFF. JULY 1, 1997

Toby Bighorse - Osage County Clerk

Recorded/Filed on 05/28/2003 at 1:17PM

Inst Type: QCD

DOC: 2003-5168

Book 1134 Page 947 to 948 (2 pages)

Receipt Number: 2003-00004100

Fees:

\$10.00

DOC Stamps:

QUITCLAIM DEED

STATE OF OKLAHOMA)

*REF. TO ADD LEGAL
Description!*

COUNTY OF OSAGE)



DATE: 22ND DAY OF MAY, 2003

GRANTOR:

THE TRUST FOR PUBLIC LAND

GRANTOR'S MAILING ADDRESS:

418 Montezuma, Second Floor
Santa Fe, NM 87501
Attn: Legal Department

GRANTEE:

LAND LEGACY

GRANTEE'S MAILING ADDRESS:

403 S. Cheyenne, Suite 300
Tulsa, OK 74103
Attn: R. Gregory

*RF Matt
Scheidt*

CONSIDERATION: TEN DOLLARS AND NO/100 (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY DESCRIPTION: All that certain 100 foot railroad right-of-way beginning at milepost 163.21 and continuing on and through said County to milepost 188, more or less, together with any improvements and fixtures thereon, and any and all rights and appurtenances of the Donor pertaining to the property, including any development rights, easements appurtenant, and any right, title and interest of Donor in and to minerals, mineral rights and royalty interests, adjacent streets, alleys, and rights of way related to the property. All of such real property, rights, interests and appurtenances are hereinafter referred to as "the Property". Conveyance of the Property by Donor to Donee shall be subject to any and all orders or ruling of the Surface Transportation Board, which currently has jurisdiction over the Property.

CONVEYANCE: Grantor, for the consideration hereinbefore stated, hereby GRANTS, SELLS AND CONVEYS by quitclaim deed to Grantee the Property, together with all and singular rights and appurtenances thereto.

The conveyance of the Property is made on an "AS IS", "WHERE IS" condition and basis **WITH ALL FAULTS**, and by its acceptance of this deed and in consideration of the conveyance by Grantor herein, Grantee acknowledges that, except as otherwise specifically stated in this Deed, **GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPEWRATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES,**

A gift - no money exchanged hands

QUITCLAIM DEED - Page 1

5/28/03

005168

BK 1134 PG 0947

(BK 1135 PG 0712)

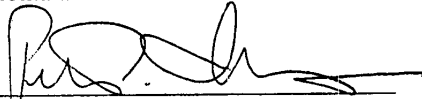
TO THE FULLEST EXTENT PERMITTED BY LAW, ARE EXPRESSLY
DISCLAIMED.

When the context requires, singular nouns and pronouns shall include the plural.

Grantor

THE TRUST FOR PUBLIC LAND, a
nonprofit California public benefit
corporation, authorized to do business in
Oklahoma as TPL-Oklahoma

By:



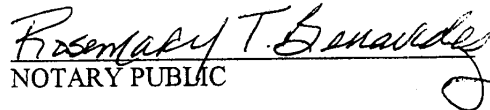
Peter N. Ives
Regional Counsel

BK 1134PG0948

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

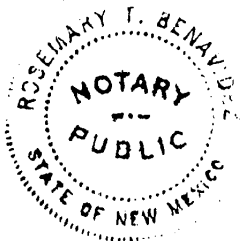
This instrument was acknowledged before me on the 22nd day of May, 2003, by
Peter N. Ives, Regional Counsel, The Trust for Public Land, a nonprofit California public
benefit corporation, authorized to do business in Oklahoma as TPL-Oklahoma, on behalf
of said corporation.


NOTARY PUBLIC

My commission expires:

4-18-05
(SEAL)

After recording return to Grantee



(BK 1135PG0713)

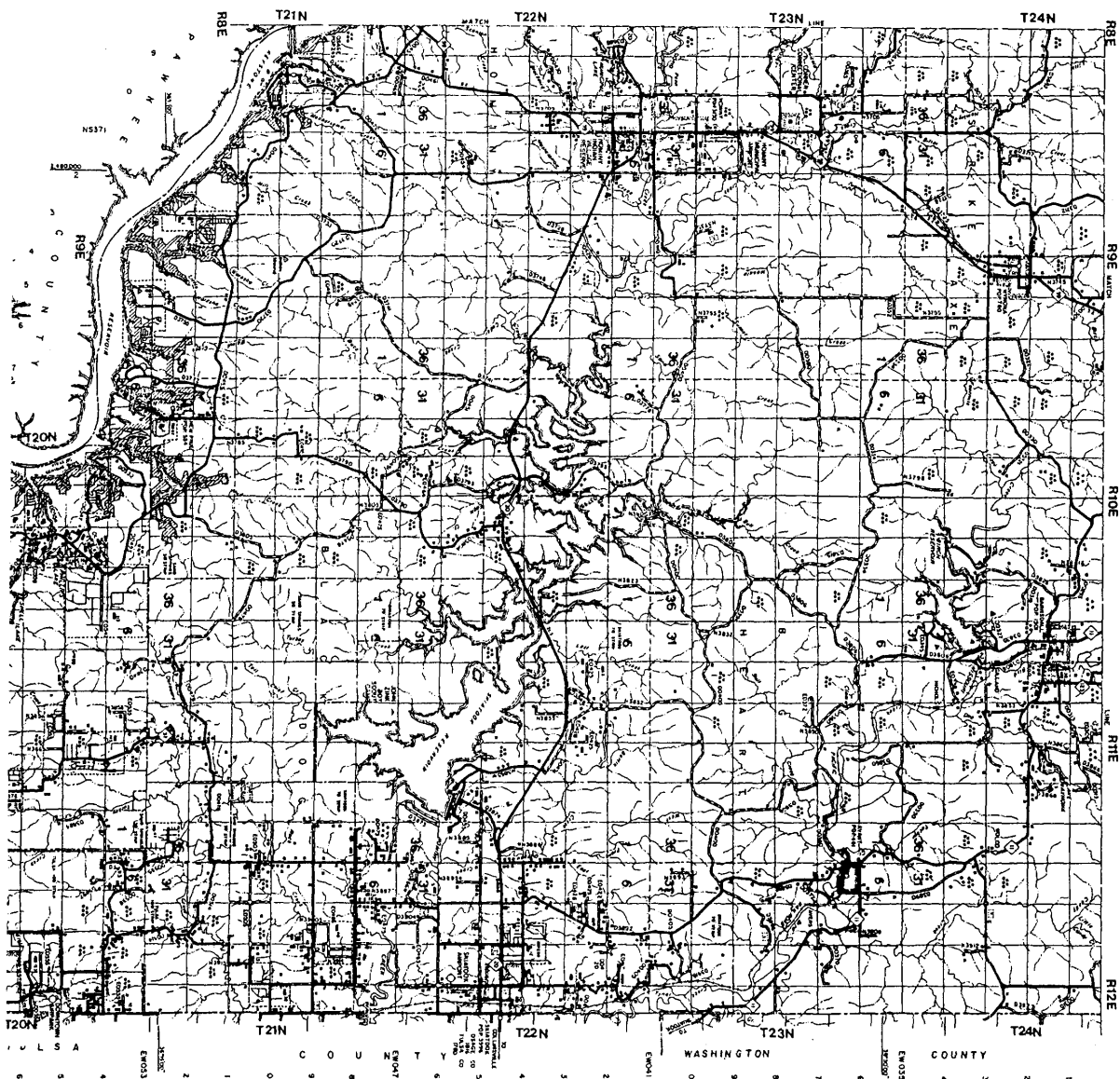
OSAGE COUNTY

All right, title and interest in and to the Railroad rights-of-way and trackage, consisting of the rail line and approximately fifty (50) feet in any direction from the centerline of said rail line, in Osage County, Oklahoma, lying between the Osage County line at MP 163.21 and MP 188.00 (Engineering Station 2013+07.1) in, over and across the legal subdivisions identified as follows:

Subdivision	Section	Township	Range	Meridian
SE¼, NE¼, NE¼NW¼	3	21 N.	12 E.	Indian
SW¼SE¼, E¼W¼	34	22 N.	"	"
E¼W¼	27	"	"	"
E¼W¼, SW¼NE¼	22	"	"	"
E¼W¼, NW¼SE¼, W¼NE¼	15	"	"	"
W¼SE¼, SW¼NE¼, E¼NW¼	10	"	"	"
E¼SW¼, S¼NW¼, NW¼NW¼	3	"	"	"
NE¼NE¼	4	"	"	"
SW¼SW¼	34	23 N.	"	"
E¼E¼	33	"	"	"
E¼E¼	28	"	"	"
NW¼NW¼	27	"	"	"
W¼SW¼	22	"	"	"
N¼SE¼, SW¼NE¼, NW¼	21	"	"	"
SW¼SW¼	16	"	"	"
S¼SE¼, NW¼SE¼, NE¼SW¼, S¼NW¼, NW¼NW¼	17	"	"	"
W¼SW¼	8	"	"	"
NE¼SE¼, S¼NE¼, S¼NW¼	7	"	"	"
S¼NE¼, N¼SE¼, SW¼SE¼, SW¼	12	"	11 E.	"
N¼S¼, S¼NW¼	11	"	"	"
S¼N¼, NW¼SE¼, N¼SW¼, NW¼NW¼	10	"	"	"

BK1135P60714

W $\frac{1}{2}$ SW $\frac{1}{4}$	3	"	"	"
N $\frac{1}{4}$ S $\frac{1}{2}$, W $\frac{1}{4}$ NW $\frac{1}{4}$	4	"	"	"
E $\frac{1}{2}$ NE $\frac{1}{4}$	5	23 N.	11 E.	Indian
SE $\frac{1}{4}$ SE $\frac{1}{4}$	32	24 N.	"	"
W $\frac{1}{2}$ W $\frac{1}{2}$	33	"	"	"
W $\frac{1}{2}$ SW $\frac{1}{4}$	28	"	"	"
NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$	29	"	"	"
W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$	20	"	"	"
NE $\frac{1}{4}$	19	"	"	"
SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$	18	"	"	"
W $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$	7	"	"	"



BR 1135P6U/116

Fig. 2B. Relevant Facilities & Sites

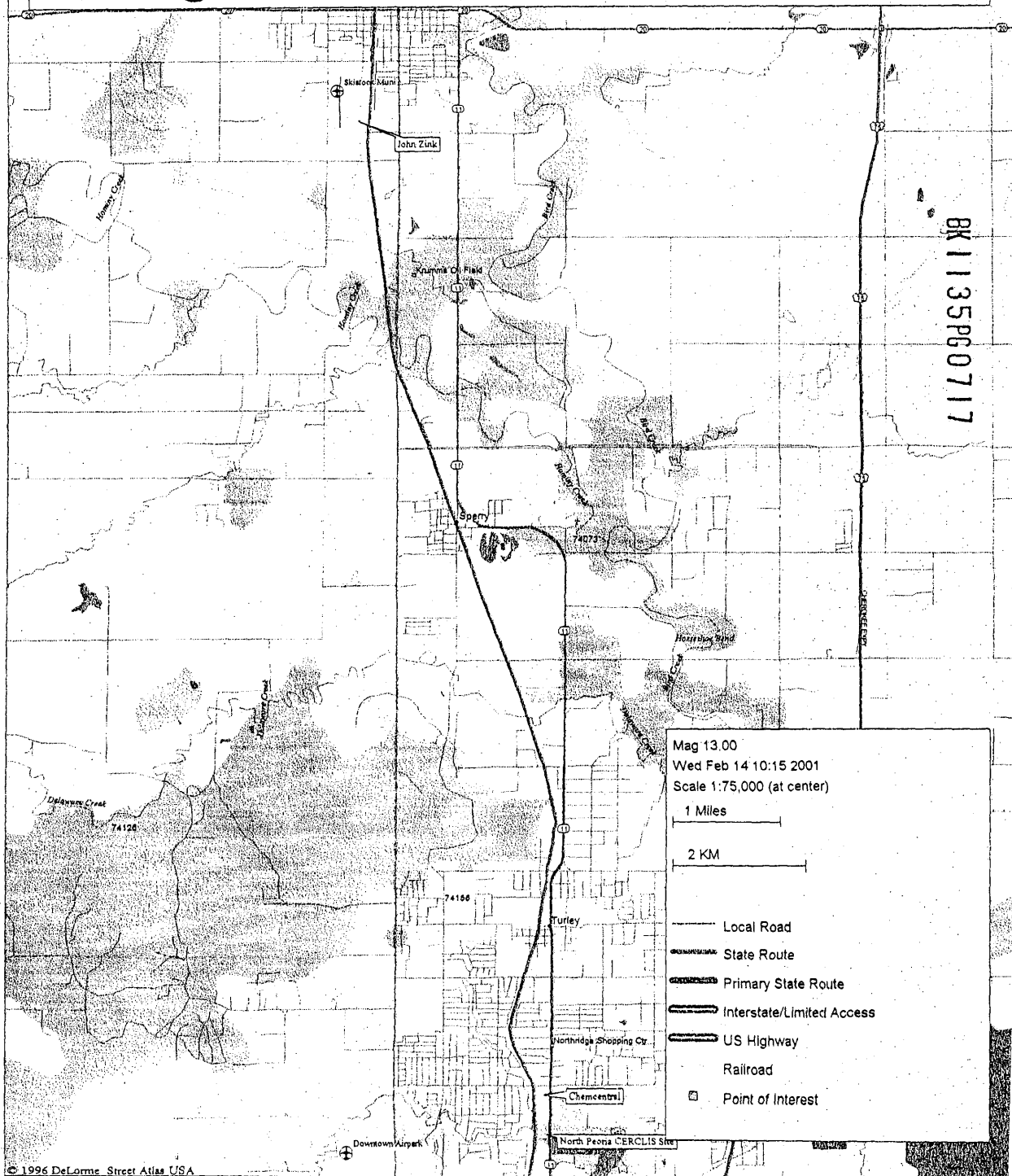
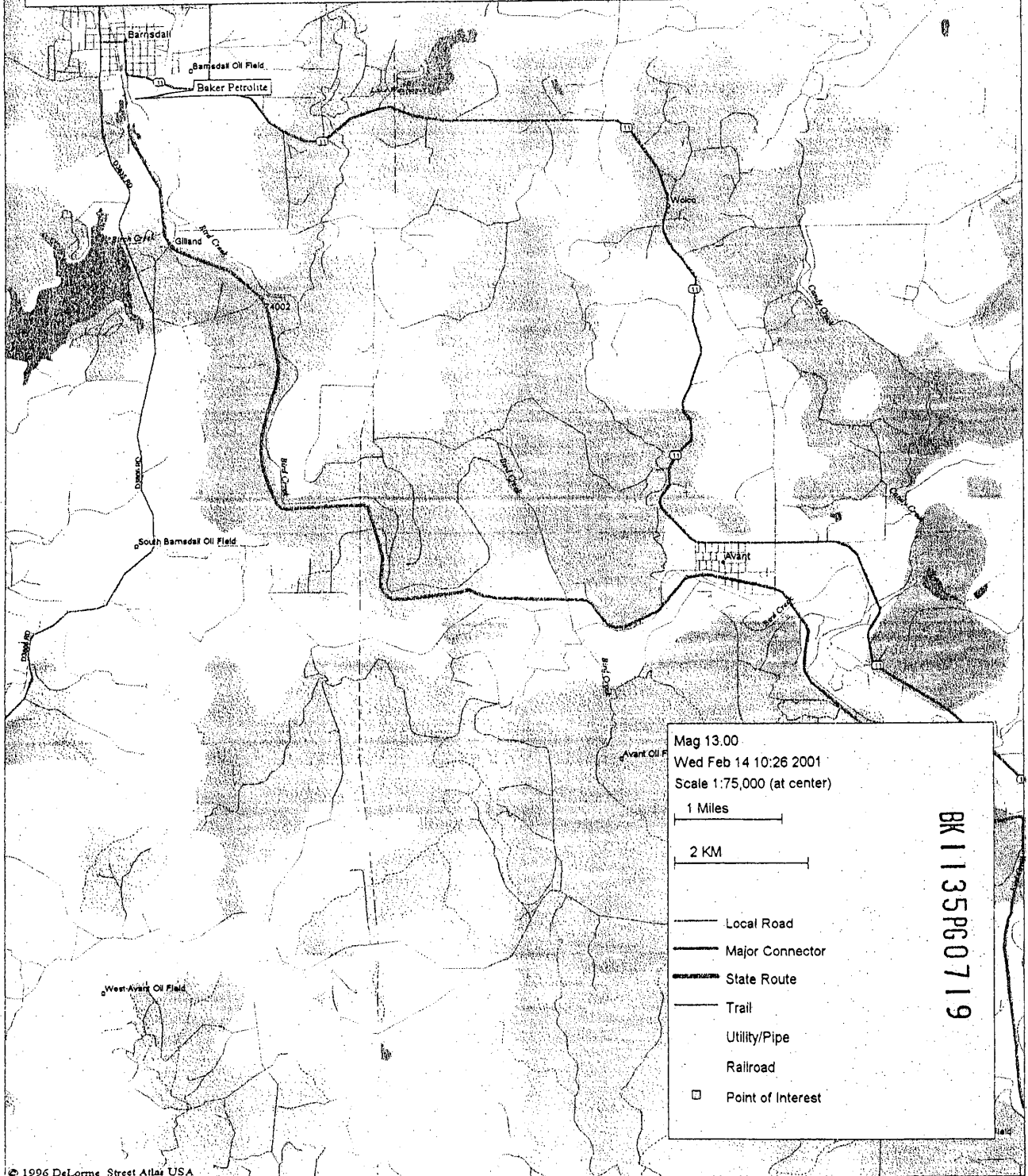


Fig. 2D. Relevant Facilities & Sites



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DONATION CONTRACT
(Rail Trail Property)

ENTERED
Office of Proceedings

SEP 10 2003

Part of
Public Record

THIS DONATION CONTRACT is made this 14th day of March, 2003, by and between THE TRUST FOR PUBLIC LAND, nonprofit California public benefit corporation, authorized to do business in Oklahoma as TPL-Oklahoma, hereinafter referred to as the "Donor", whose address for notice is both to 418 Montezuma, Santa Fe, NM 87501 (Fax # 505/988-5967), and LAND LEGACY, a nonprofit Oklahoma corporation, hereinafter referred to as "Donee", whose address for notice is 403 S. Cheyenne, Suite 300, Tulsa, Oklahoma 74103, Attention: R. Gregory, (Fax # 918/587-2169).

1. **DONATION OF PROPERTY.** Donor hereby agrees to donate, and Donee hereby agrees to accept the following described Property, for the purposes of establishing and operating a pedestrian and bicycling trail, for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth:

All that certain 100 foot railroad right-of-way beginning at milepost 163.21 and continuing on and through said County to milepost 188, more or less, together with any improvements and fixtures thereon, and any and all rights and appurtenances of the Donor pertaining to the property, including any development rights, easements appurtenant, and any right, title and interest of Donor in and to minerals, mineral rights and royalty interests, adjacent streets, alleys, and rights of way related to the property. All of such real property, rights, interests and appurtenances are hereinafter referred to as "the Property". Conveyance of the Property by Donor to Donee shall be subject to any and all orders or ruling of the Surface Transportation Board, which currently has jurisdiction over the Property.

2. **SUBSEQUENT CONVEYANCE OF PROPERTY.** In the event that after the closing of this transaction, the Donee sells or conveys the Property for some consideration at any time in the future, Donee shall pay to Donor one-half of the value of the consideration received by Donee in cash within thirty (30) days of the Closing of said transaction.

3. **PROPERTY CONDITIONS.** Donee accepts the Property as is, without warranty as to condition except as expressly set forth herein, Donee having had full opportunity to inspect and investigation the Property and its condition.

4. **ENVIRONMENTAL ASSESSMENT AND TITLE COMMITMENT.** Environmental Assessment. Donee has had an Environmental Site Assessment of the Property performed by Exponent, Inc. in March 2001. Donee has reviewed the Phase I Environmental Assessment Report and has no objections thereto.

5. **TITLE.** Donor shall, at Closing, convey to Donee by Quitclaim Deed all of

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Donor's right, title and interest, in and to the Property. The form of the Quitclaim Deed is attached hereto as Exhibit A and is incorporated herein by reference.

6. CLOSING. The closing of the sale (the Closing Date) shall be on or before March 20, 2003, at a time and place agreed to between the parties. The date of closing may be extended by mutual written agreement of the parties under this contract.

A. At the closing, Donor shall deliver to Donee:

(a) a Quitclaim Deed described in EXHIBIT "A", attached hereto and made a part hereof for all purposes, conveying the Property;

(b) possession of the Property and any keys thereto;

(c) any affidavits or other documents required under the terms of this contract, and

(d) any other document reasonably required by the Title Company or the Donee to carry out the terms and obligations of this contract.

B. At the closing, Donee shall deliver to Donor:

(a) evidence of Donee's authorization to consummate this transaction; and

(b) any document reasonably required by the Donor to carry out the terms and obligations of this contract.

C. Rents, water, wastewater and utility charges, ad valorem taxes and any other items of income or operational expenses owing in connection with the Property for the current year shall be prorated at the closing effective as of the date of closing. If this sale or Donee's use of the Property after closing results in the assessment of additional taxes for prior years, such additional taxes shall be the obligation of the Donee and such obligation shall survive closing.

D. Donor hereby makes the following representations to Donee: Donor to the best of its knowledge and belief has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

7. CASUALTY LOSS. If, prior to Closing, any part of the Property is damaged or destroyed by fire or other casualty loss, Donor shall bear the risk of such loss and Donee shall have the option to terminate this contract or Donee may accept the Property in its then existing condition, with a reduction of the Sales Price to the appraised value of the Property at the time of closing. In no event will Donor be obligated to make any repairs

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to the Property.

8. **DEFAULT.** If Donee breaches the terms of this Agreement, Donor may enforce specific performance, and pursue any other remedy authorized by law or equity. If Donor breaches the terms of this Agreement for any reason, Donee may enforce specific performance of this contract; or terminate this contract and institute eminent domain proceedings with respect to the Property; or pursue any other remedy authorized by law or equity.

9. **CONDEMNATION.** If any part of the Property is condemned prior to Closing Date, Donor shall promptly give Donee written notice of such condemnation and Donee shall have the option of either applying the proceeds on a pro rata basis of any condemnation award to reduce the Sales Price provided herein or declare this Contract terminated by delivering written notice of termination to Donor and Earnest Money shall be refunded to Donee.

10. **ATTORNEY'S FEES.** Any party to this contract who is the prevailing party in any legal proceeding against any other party brought under or with relation to this contract or transaction shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

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11. NOTICES. Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address on the first page of this contract with a copy sent concurrently by facsimile transmission, or when hand delivered as evidence by written acknowledgment therefore. Any address for notice may be changed by written notice delivered as provided herein.
12. INTEGRATION. This contract contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.
13. BINDING EFFECT. This contract shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, legal representatives and assigns.
14. ASSIGNMENT. Donce may not assign this contract.
15. OKLAHOMA LAW TO APPLY. This agreement shall be construed under and in accordance with the laws of the State of Oklahoma, and all obligations of the parties created hereunder are performable in Tulsa County, Oklahoma.
16. LEGAL CONSTRUCTION. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
17. TIME. Time is of the essence.
18. CONSULT YOUR ATTORNEY. This is intended to be a legally binding contract. This contract constitutes the entire agreement between the parties and their real estate agents, there being no oral agreements, representations, conditions, or warranties, express or implied, in addition to this contract.
19. ANY PROVISION IN THIS CONTRACT TO THE CONTRARY NOTWITHSTANDING, IT IS UNDERSTOOD AND AGREED THAT THE DONOR'S OBLIGATIONS UNDER THIS CONTRACT ARE SUBJECT TO THE CONDITION THAT DONOR ACQUIRE THE PROPERTY IN THE FIRST INSTANCE IN ITS SOLE DISCRETION AND DETERMINATION. DONOR SHALL USE REASONABLE EFFORTS TO ACQUIRE THE PROPERTY PURSUANT TO ITS AGREEMENT WITH ITS DONOR.

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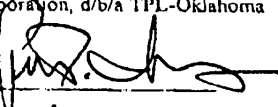
20. INVESTIGATION. Donee has had full and satisfactory opportunity to investigate the Property and conduct any and all inquiries that Donee has desired. Donee is fully satisfied with the physical condition and title of and to the Property. Donee has not relied upon any statements or representations of Donor in connection with Donee's determination to accept the Donation of the Property.

21. STB FILINGS. The parties agree to cooperate in filing with the Surface Transportation Board any papers necessary to consummate or document this transaction.

EXECUTED in multiple counterparts by the Donor and Donee on the dates set forth below. The later date shall be the effective date of this contract.

DONOR:

The Trust for Public Land
a nonprofit California public benefit
corporation, d/b/a TPL-Oklahoma

By: 

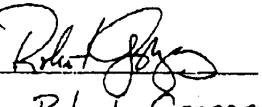
Name: PETER N. IVES

Title: REGIONAL COUNSEL

Date: 3-14-03

DONEE:

Land Legacy, an Oklahoma nonprofit
corporation

By: 

Name: Robert Gregory

Title: President & Executive Director

Date: 3-14-03

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Mar 14 03 04:03p
Mar 14 03 12:26p

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EXHIBIT A
(Quitclaim Deed)

QUITCLAIM DEED

STATE OF OKLAHOMA)
COUNTY OF OSAGE)

DATE: ____ DAY OF MARCH, 2003

GRANTOR: THE TRUST FOR PUBLIC LAND

GRANTOR'S MAILING ADDRESS: 418 Montezuma, Second Floor
Santa Fe, NM 87501
Attn: Legal Department

GRANTEE: LAND LEGACY

GRANTEE'S MAILING ADDRESS: 403 S. Cheyenne, Suite 300
Tulsa, OK 74103
Attn: R. Gregory

CONSIDERATION: TEN DOLLARS AND NO/100 (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY DESCRIPTION: All that certain 100 foot railroad right-of-way beginning at milepost 163.21 and continuing on and through said County to milepost 188, more or less, together with any improvements and fixtures thereon, and any and all rights and appurtenances of the Donor pertaining to the property, including any development rights, easements appurtenant, and any right, title and interest of Donor in and to minerals, mineral rights and royalty interests, adjacent streets, alleys, and rights of way related to the property. All of such real property, rights, interests and appurtenances are hereinafter referred to as "the Property". Conveyance of the Property by Donor to Donee shall be subject to any and all orders or ruling of the Surface Transportation Board, which currently has jurisdiction over the Property.

CONVEYANCE: Grantor, for the consideration hereinbefore stated, hereby GRANTS, SELLS AND CONVEYS by quitclaim deed to Grantee the Property, together with all and singular rights and appurtenances thereto.

The conveyance of the Property is made on an "AS IS", "WHERE IS" condition and basis WITH ALL FAULTS, and by its acceptance of this deed and in consideration of

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Mar 14 03 04:03p
Mar 14 03 12:27p

TPL

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the conveyance by Grantor herein, Grantee acknowledges that, except as otherwise specifically stated in this Deed, **GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE EXPRESSLY DISCLAIMED.**

Grantee shall use the Property as a trail corridor in conformity with federal law and acknowledges that its use of the Property is subject to the jurisdiction of the Surface Transportation Board, and Grantee agrees to abide by all bona fide rules, regulations and determinations of that governmental body or any of its successors.

When the context requires, singular nouns and pronouns shall include the plural.

Grantor

THE TRUST FOR PUBLIC LAND, a
nonprofit California public benefit
corporation, authorized to do business in
Oklahoma as TPL-Oklahoma

By: _____
Peter N. Ives
Regional Counsel

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

This instrument was acknowledged before me on the _____ day of March, 2003, by Peter N. Ives, Regional Counsel, The Trust for Public Land, a nonprofit California public benefit corporation, authorized to do business in Oklahoma as TPL-Oklahoma, on behalf of said corporation.

NOTARY PUBLIC

My commission expires:

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Mar 14 03 04:03p

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Mar 14 03 12:27p

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(SEAL)

After recording return to Grantee

OFFICE OF THE SECRETARY OF STATE



AMENDED/NOT FOR PROFIT
CERTIFICATE OF INCORPORATION

WHEREAS, the Amended/Not for Profit Certificate of Incorporation of
LAND LEGACY, INC.

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Oklahoma.



Filed in the City of Oklahoma City this 12TH
day of MAY, 2003.

M. Susan Savage
Secretary of State
By: *Amrak Oller*

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 21 2003**

LAND LEGACY INC
403 S CHEYENNE STE 300
TULSA, OK 74103

Employer Identification Number:
30-0137741
DLN:
17053051041023
Contact Person:
WAYNE A FORD ID# 75068
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31st
Foundation Status Classification:
170(b)(1)(A)(vi)
Advance Ruling Period Begins:
December 23, 2002
Advance Ruling Period Ends:
December 31, 2006
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

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a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

Contributions to you are deductible by donors beginning December 23, 2002.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as

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a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

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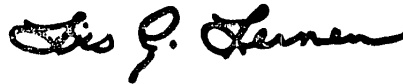
If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with the first name "Lois" being more prominent.

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosure(s):
Form 872-C

Articles and Bylaws

Articles

Articles of incorporation of the undersigned, a majority of whom are citizens of the United States, desiring to form a nonprofit corporation under the Nonprofit Corporation Law of Oklahoma, do hereby certify:

First: The name of the corporation shall be Land Legacy, Inc.

Second: The place where the principal office of Land Legacy, Inc. is to be located is the City of Tulsa, Tulsa County, Oklahoma.

Third: *The purposes for which the organization is organized are exclusively religious, charitable, scientific, literary, and educational within the meaning of the section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.*

Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Said corporation is organized exclusively to engage in any lawful act or activity for which nonprofit corporations may be organized under the general law of Oklahoma, including, but not limited to, retaining or protecting the natural, scenic, or open space values of real property, assuring the availability of real property for agricultural, forest, recreational, or open space use, protecting natural resources, maintaining or enhancing air or water quality, and preserving the historical, architectural, archaeological, or cultural aspects of real property. Said corporation may make distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Fourth: The names and address of the persons who are the initial trustees of the corporation are as follows:

Jack Blair
1215 S. Gary Place
Tulsa, OK 74104

Teresa Burkett
C/O Boone, Smith, Davis, Hurst and Dickman
100 West 5th, Suite 500
Tulsa, OK 74103

Patty Eaton

2617 E. 26th Place
Tulsa, OK 74114

James E. Horne, Ph.D.
C/O Kerr Center for Sustainable Agriculture
P.O. Box 588
Poteau, OK 74953

Drew Troyer
2240 E. 24th Street
Tulsa, OK 74114

Donald E. Walker
C/O Arvest Bank
502 S. Main Mall
Tulsa, OK 74103

Jill Zink Tarbel
3111 S. Madison
Tulsa, OK 74105

Fifth: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set for in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

Sixth: *In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt as organizations described in sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 or corresponding sections of any prior or future Internal Revenue Code, or to the Federal, State, or local government for exclusive public purpose.*

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for

such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Revised articles approved May 3, 2003.


Robert Gregory, President and Executive Director

5-3-03
Date

Bylaws

Mission

The mission of Land Legacy is to enhance the quality of life in urban and rural communities by working constructively with landowners to protect natural and cultural resources and to create outdoor recreation, education, and economic opportunities.

Operating Principles

- Land Legacy will protect natural and cultural resources that benefit people.
- Land Legacy protects land through acquisition (donation or purchase) of whole properties and permanent conservation easements.
- Land Legacy only works with willing landowners.
- Land Legacy will work constructively with public agencies and other conservation organizations to identify and attain mutual conservation goals and outcomes.
- Land Legacy will, in most cases, identify and assist permanent land stewards to properly manage acquired properties (including holding and monitoring conservation easements).
- If necessary and appropriate, Land Legacy will permanently hold and manage whole properties or conservation easements.
- Land Legacy will seek to make our cities more livable, enhancing the quality of life and reducing urban sprawl and the loss of productive agricultural lands.

- Land Legacy will assist rural landowners in protecting threatened agricultural lands and ensuring the viability of continued agricultural production.
- Land Legacy will strive for a sound financial base of support from diverse sources including landowner gifts, charitable grants, and public funding when available.
- Land Legacy is not an advocacy organization and will not, unless deemed absolutely critical to the fulfillment of its mission, engage in lobbying activities (other than to seek government appropriations for acquisition of threatened properties).

Responsibilities of the Board of Directors

The Board of Directors of Land Legacy shall be responsible for the following:

- 1) Establishing, monitoring, and if necessary amending the organization's mission, operating principles, and strategic plan;
- 2) Approving annual operating and capital budgets and monitoring fiscal performance;
- 3) Approving the acquisition, through purchase or donation, of any property valued at \$20,000 or above;
- 4) Approving any leases incurred by the organization;
- 5) Hiring of the Executive Director should a vacancy occur; and
- 6) Terminating the employment of the Executive Director for just and legal cause if necessary.

Structure

Size. The Board shall consist of not less than seven or more than 15 members.

Meetings. The board will meet not less quarterly each year.

Quorum. Quorum will consist of a simple majority of the board's total membership.

Terms. Board members shall serve a three-year term. Terms will be staggered so that approximately one-third of the members' terms expire each year. Board members are not limited in serving consecutive terms.

Membership. New board members will be selected by majority vote of the full board. Any member of the Board, along with the Executive Director, may recommend new members to the full board.

Officers. The officers of the board will be 1) Chair(s); 2) Vice Chair; 3) Treasurer; and 4) Secretary. Each office will have a two-year term. All officers shall be selected by a majority vote of the full Board.

Committees. The board may determine and establish appropriate committees as necessary to assist Land Legacy staff in fulfilling the organization's mission.

Changes to Bylaws. Changes to the bylaws may be approved by majority vote of the Board.

1/15/03