

OKLAHOMA LAND *Osage Co.* AUCTION

160[±] acres
offered in 5 tracts



INFORMATION BOOKLET

Tuesday
OCTOBER 14 AT 10:30 AM
held at the Bridle Creek Lodge



IN COOPERATION WITH
SCHRADER
Real Estate and Auction Company, Inc.


Cross TimbersLand

DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

FOR LOCAL CALLS CONTACT AUCTION MANAGER:

C. Brent Wellings, CAI

Cell: 972.768.5165



SCHRADER REAL ESTATE AND AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725

260-244-7606 or 800-451-2709

SchraderAuction.com

BOOKLET INDEX

- **BIDDER PRE-REGISTRATION FORM**
- **LOCATION MAPS**
- **AERIAL & TRACT MAP**
- **SOILS MAPS AND INDEX**
- **TOPOGRAPHICAL MAP**
- **FSA INFORMATION**
- **WATER/WASTE WATER MAP**
- **DEED AND EASEMENTS**
- **TAX INFORMATION**
- **DEVELOPMENT SERVICES**
- **TITLE COMMITMENT**
- **PROPERTY PHOTOS**





BIDDER PRE-REGISTRATION FORM

TULSA, OKLAHOMA
TUESDAY, OCTOBER 14, 2014

This form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Fax # 260-244-4431, no later than Tuesday, October 7, 2014

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Property or Properties # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

☐ Brochure ☐ Newspaper ☐ Signs ☐ Internet ☐ Radio ☐ TV ☐ Friend

☐ Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

☐ Regular Mail ☐ E-Mail E-Mail address: _____

☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites

What states are you interested in?

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

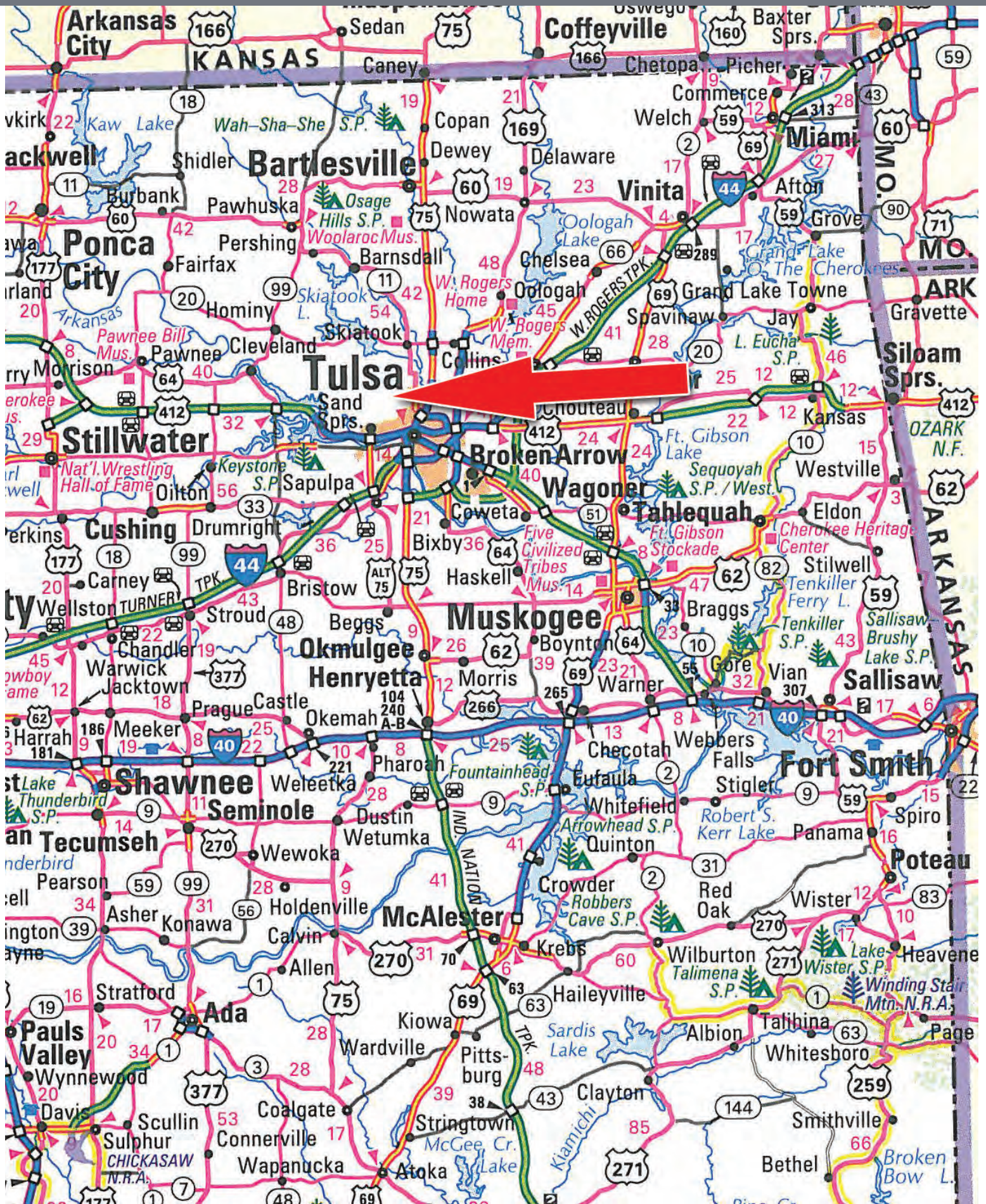
Signature: _____ Date: _____





Location Maps

AREA MAP

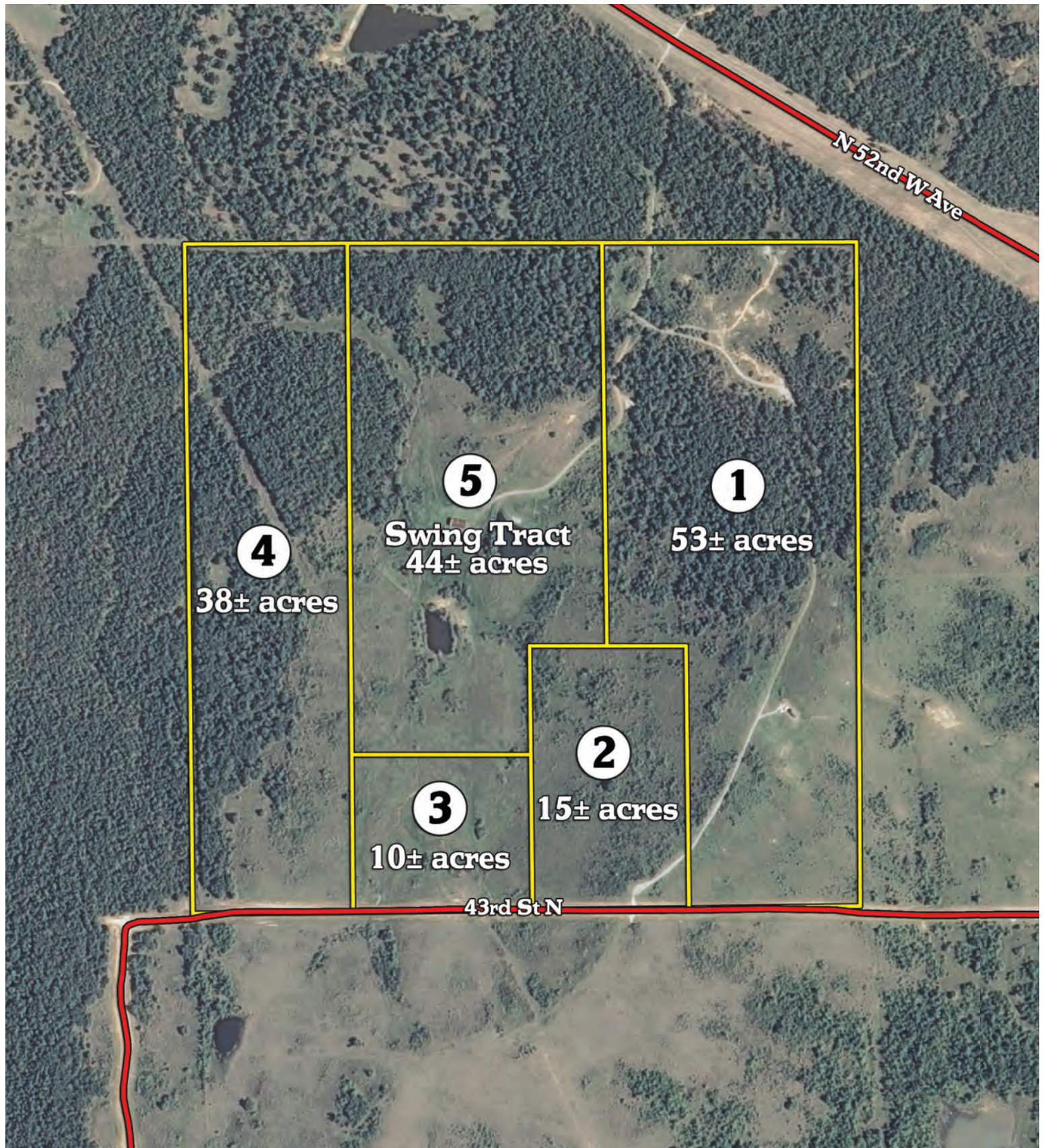






Aerial and Tract Map

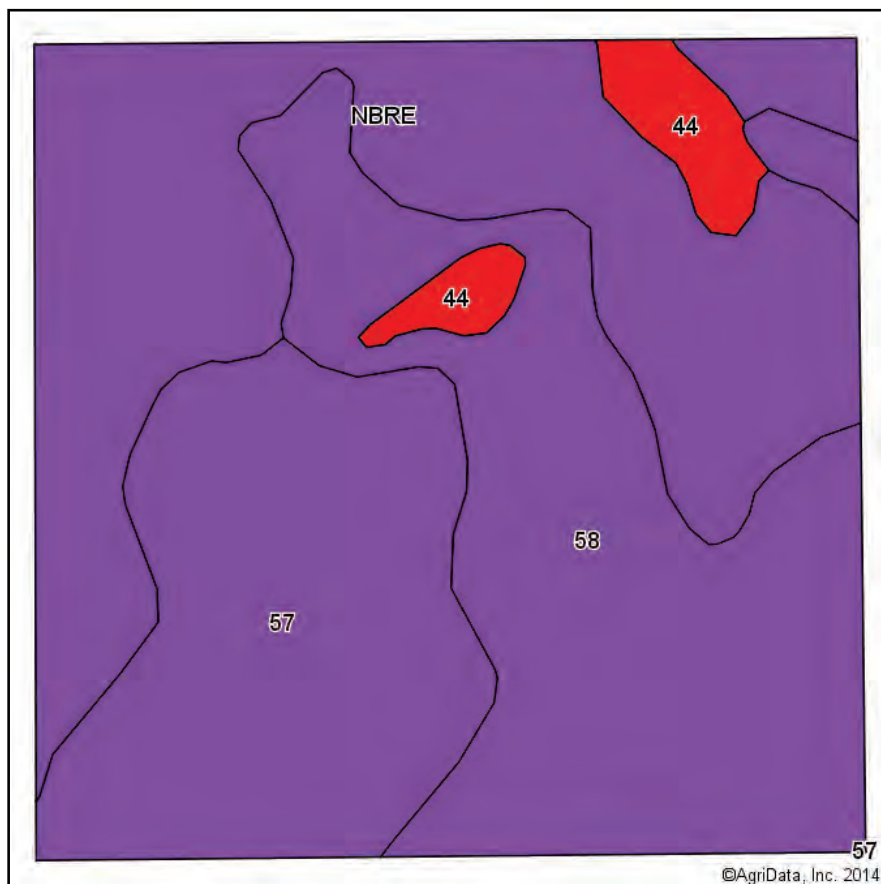
AERIAL AND TRACT MAP



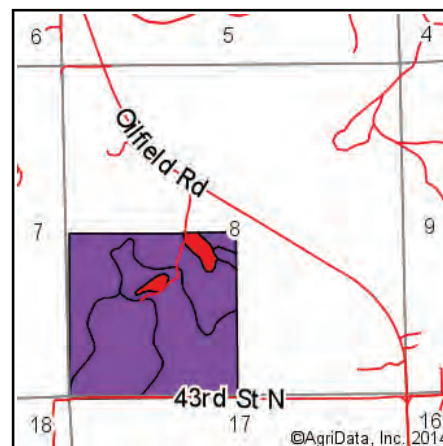


Soils Maps

SOILS MAP



Soils data provided by USDA and NRCS.



State: **Oklahoma**
 County: **Osage**
 Location: **8-20N-12E**
 Township: **Southeast Osage**
 Acres: **159.97**
 Date: **5/6/2014**



Maps Provided By:

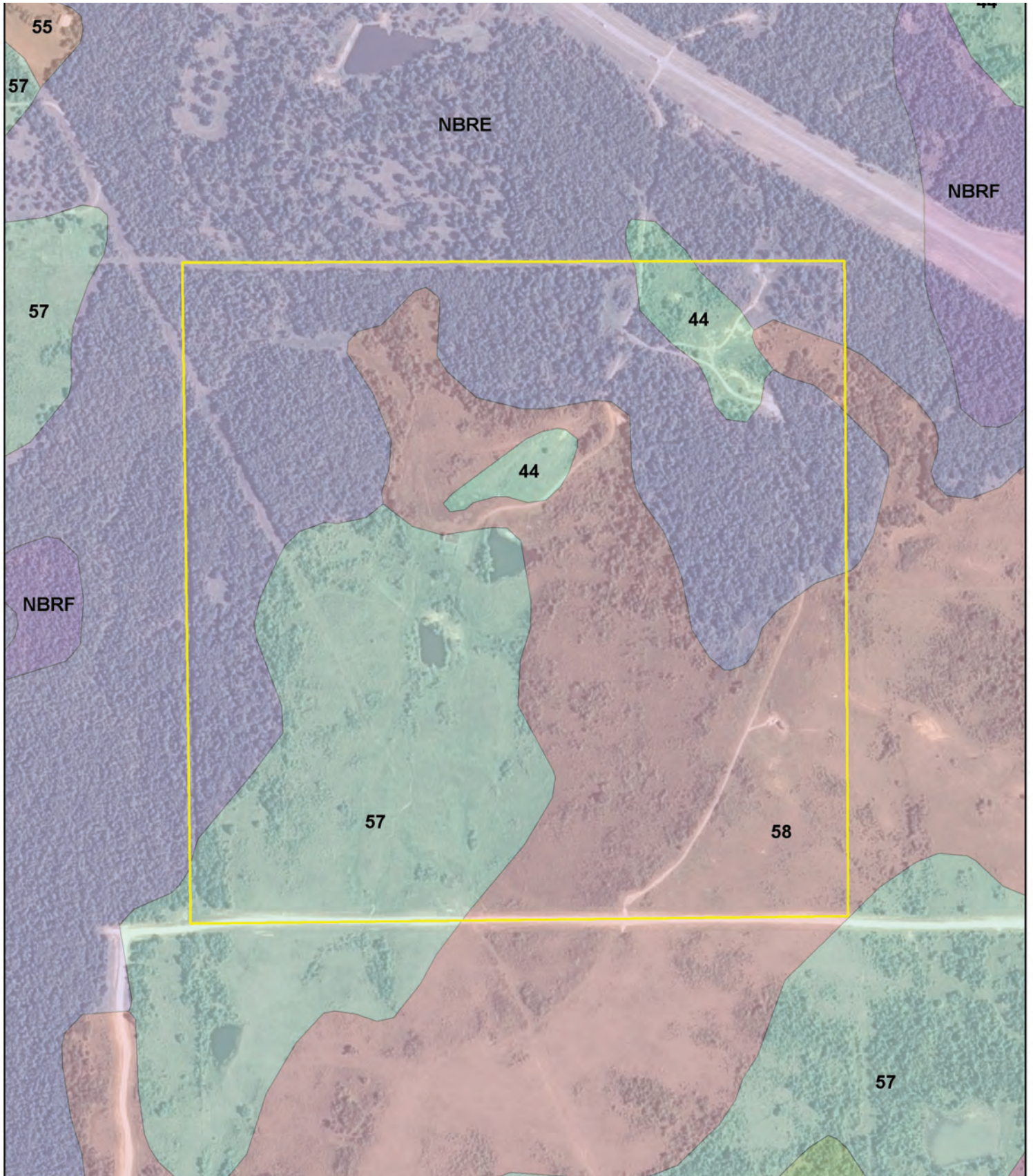
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2014 www.AgriDataInc.com

Viewing soils data as of 2/5/2014										
Area Symbol: OK113. Soil Area Version: 9										
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Improved bermudagrass	Weeping lovegrass	Wheat	Grain sorghum	Peanuts
NBRE	Niotaze-Bigheart-Rock outcrop complex, 3 to 15 percent slopes, very stony	58.08	36.3%		VIs	1	1			
58	Steedman-Lucien complex, 15 to 25 percent slopes	55.06	34.4%		VIIe			2	4	110
57	Steedman-Lucien complex, 3 to 15 percent slopes	40.64	25.4%		Vle	1		1		
44	Oil waste land-Huska complex, 1 to 8 percent slopes	6.19	3.9%		VIIIIs	1				
Weighted Average						0.7	0.4	0.9	1.4	37.9

Area Symbol: OK113, Soil Area Version: 9

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

SOILS MAP

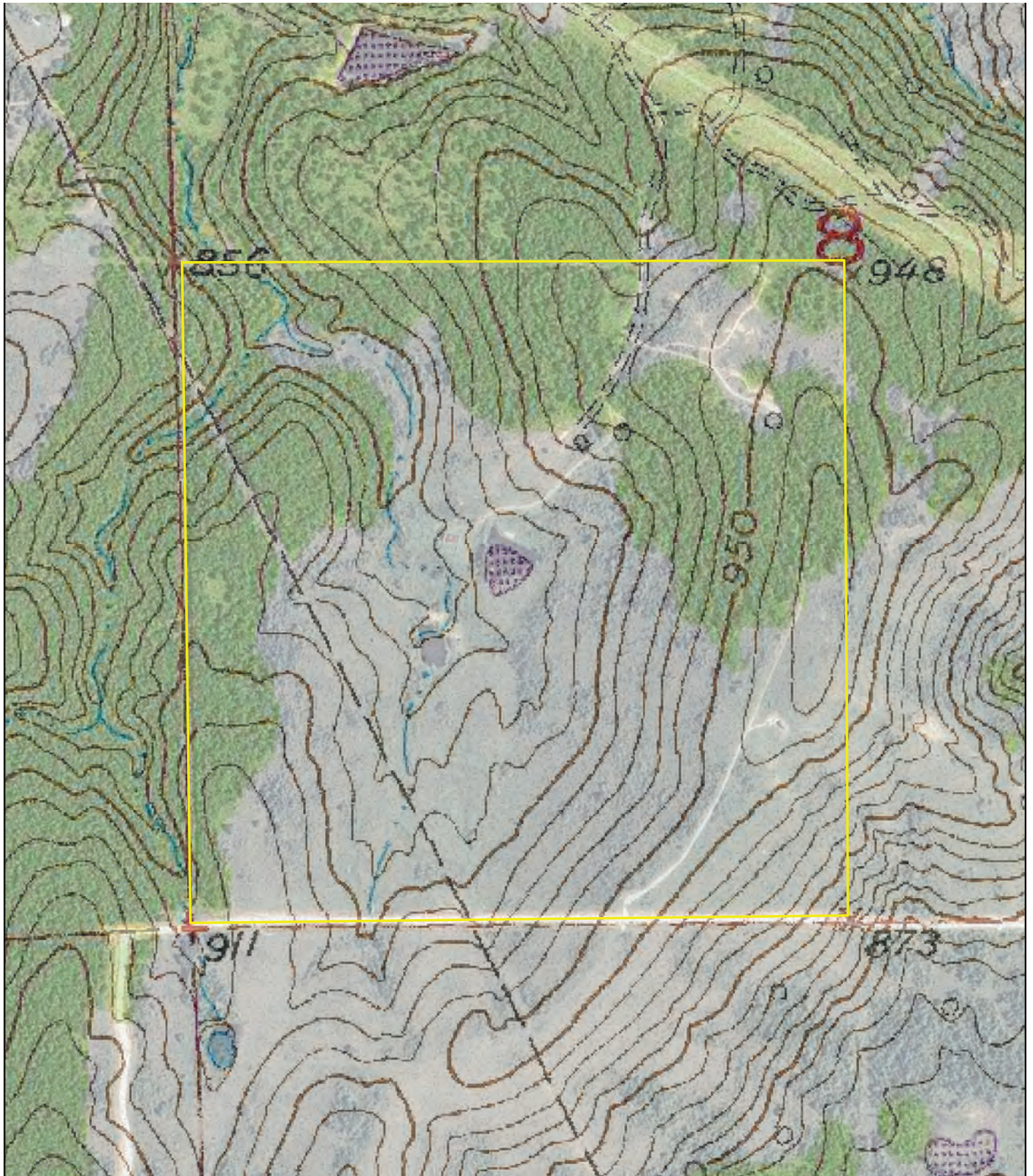






Topographical Map

TOPOGRAPHICAL MAP





FSA Information

FSA INFORMATION



SCHRADER
Real Estate and Auction Company, Inc.

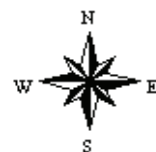
Maps Provided By:

surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2014 www.AgriDataInc.com

8-20N-12E
Osage County
Oklahoma

map center: 36° 13' 11.05, 96° 3' 3.61

scale: 8087

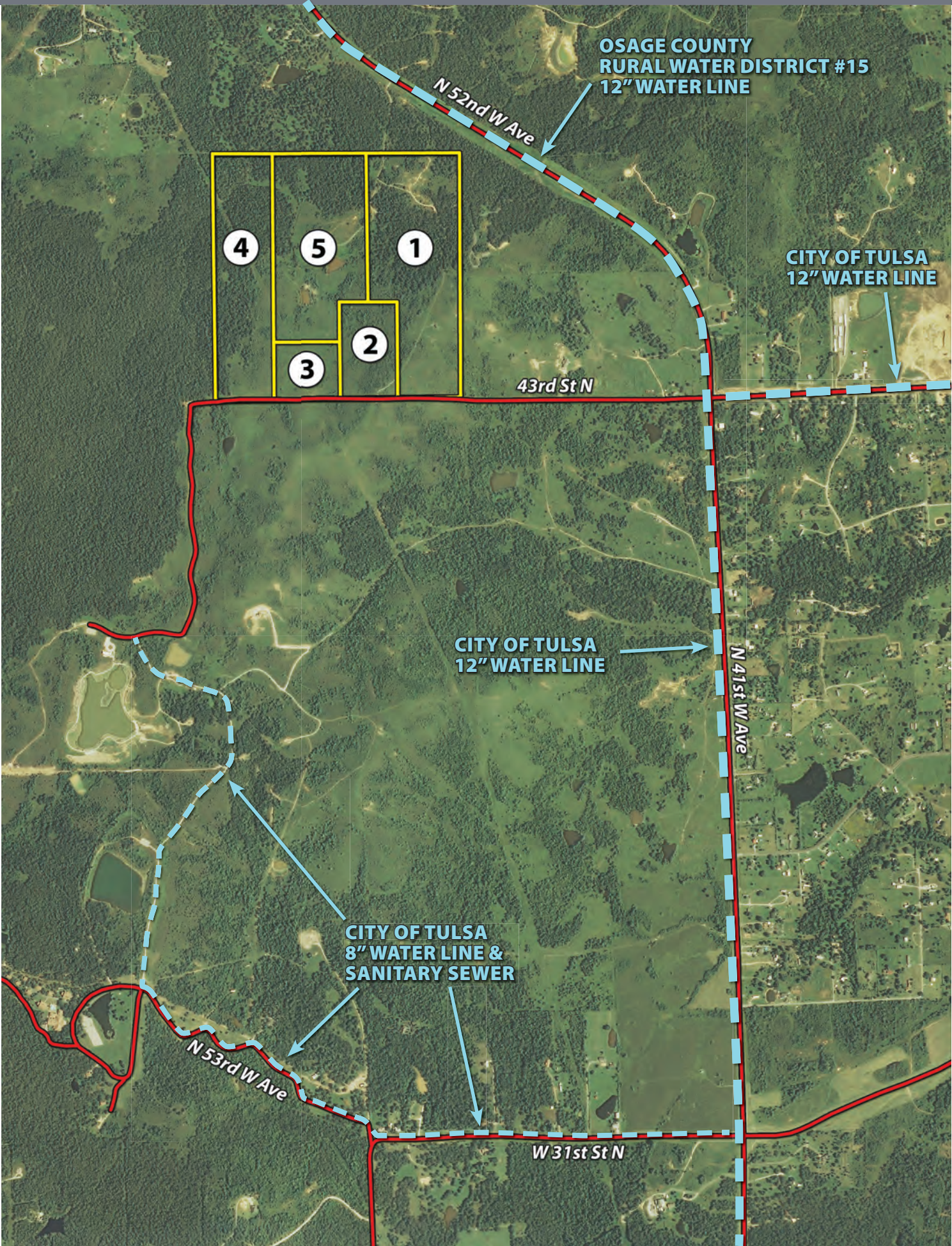


5/6/2014



Water / Waste Water Map

WATER/WASTE WATER MAP





Deed and Easements

DEED AND EASEMENTS

8-20-12 OSAGE COUNTY CASE #: 021496129
MAILING ADDRESS: 2100 S Utica St. 201 Tulsa OK 74114 99-2586 (For Filing Only)

GENERAL WARRANTY DEED
(OKLAHOMA STATUTORY FORM)

THIS INDENTURE, Made this 29 day of June 19 99

between MARY CATHERINE KENNEDY, PERSONAL/REPRESENTATIVE
A SINGLE PERSON

of Tulsa County, in the State of Oklahoma, part y of the first part, hereinafter called party grantor (whether one or more)

and JOE TIPPENS, a single person party of the second part, party grantee.

WITNESSETH: That in consideration of the sum of TEN AND NO/100 \$10.00 DOLLARS, receipt of which is hereby acknowledged, said party grantor does, by these presents, grant, bargain, sell and convey unto said party grantee, OSAGE State of Oklahoma, to-wit:

The Southwest Quarter (SW/4) of Section Eight (8), Township Twenty (20) North, Range Twelve (12) East of the Indian Meridian, Osage County State of Oklahoma, according to the U.S. Government Survey thereof.

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 3202 #3
Toby Bighorse - Osage County Clerk
Recorded/Filed on 09/13/1999 at 09:03AM Inst Type: WD
DOC: 99-8117 Book 997 Page 495 to 495 (1 pages)
Receipt Number: 95-00013471 Fees: \$8.00
DOC Stamps:

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever:

And said party grantor, her heirs, executors and administrators does hereby covenant, promise and agree to and with said party grantee, at the delivery of these presents that is/are lawfully seized in her own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same as free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT: Easements and building restrictions of record and special assessments not yet due:

Ret. Robert Parker - 2431 E 61st St. 100 Tulsa OK 74136 his
and that party grantor will WARRANT AND FOREVER DEFEND the same unto the said party grantee, her heirs and assigns, against said party grantor, her heirs or assigns and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party grantor, he ss hereto set her hand the day and year above written.

MARY CATHERINE KENNEDY

STATE OF OKLAHOMA,) ss. (Individual Acknowledgement)
County of Tulsa 99-2586

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29 day of June 19 99, personally appeared MARY CATHERINE KENNEDY, PERSONAL/REPRESENTATIVE/
A SINGLE PERSON

to me known to be the identical person who executed the within and foregoing instrument, 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.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires July 31, 2000

LINDA R. WHISENANT Notary Public

Notary Public Oklahoma
OFFICIAL SEAL
LINDA R. WHISENANT
TULSA COUNTY
My Comm. Expires 07-31-2000

BK 0997 PG 0495

DEED AND EASEMENTS

123097

Filed for record Feb. 17, 1931 at 9:30 A.M., in the Office of the
County Clerk of Osage County, State of Oklahoma.
Recorded in Book 41 of Misc., page 14.

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of two hundred six & 25/100 Dollars (\$206.25) to her in hand paid by Great Lakes Pipe Line Company, a corporation of Ponca City, Oklahoma, the receipt of which is hereby acknowledged, Mable Kennedy does hereby grant to Great Lakes Pipe Line Company, its successors or assigns, the right to lay, maintain, operate, relay, and remove at any time a pipe line for the transportation of oil or oil products, gas and water, with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Osage and State of Oklahoma, and described as follows:

(among other)

W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 8-20-12.

The said grantor her heirs or assigns are to fully sue and enjoy the said premises except the easement for the purposes hereinbefore granted to the said Great Lakes Pipe Line Company, its successors and assigns.

The said Great Lakes Pipe Line Company for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, and premises for and because of the laying of each line of pipe shall be paid for as soon as said line or lines are completed. If the amount of damages to fences, crops and premises which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by Great Lakes Pipe Line Company, its successors or assigns and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

Dated this 8th day of November, 1930.

Mable Kennedy

Acknowledged November 8th, 1930 by "Mable Kennedy," before N. C. Cross, Notary Public, in and for the County of Tulsa, State of Oklahoma. SEAL. My commission expires Oct. 16, 1933.

DEED AND EASEMENTS

264042

Filed for record APR 5 1966 at 9:15 A. M., in the Office
of the County Clerk of Osage County, State of Oklahoma.
Recorded in Book 217 page 54.

CONVEYANCE AND ASSIGNMENT

This Indenture, Made this 15 day of March, 1966, between Great Lakes Pipe Line Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, with its principal office at 1102 Grand Avenue, Kansas City, Missouri, hereinafter called "Grantor", and Williams Brothers Pipe Line Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, with its principal office at 1102 Grand Avenue, Kansas City, Missouri, hereinafter called "Grantee",

Witnesseth: That Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration to it paid by Grantee, the receipt of which is hereby acknowledged, does by these presents Sell, Assign and Convey unto Grantee, its successors and assigns, forever, the easements and/or right-of-way grants and agreements listed in Exhibit "A", over, under, upon, across and through lands described in said Exhibit "A" and situate in Osage County and State of Oklahoma, which said Exhibit "A" is attached hereto and by this reference made a part hereof, to the same purpose, extent, and effect as if physically copied herein, and this instrument assigns and transfers all rights of the Grantor under such easements and grants.

Excepting from this grant such portions of the easements and grants as have been heretofore released, condemned, or quit-claimed, all as shown in Exhibit "A".

To have and to hold such, subject to the aforesaid exception, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the Grantee and unto its successors and assigns, forever; the said Grantor hereby covenanting that such are free and clear from any incumbrance done or suffered by it, except as hereinbefore mentioned; and that Grantor will warrant and defend the title to such unto the Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under Great Lakes Pipe Line Company, but against none other.

(continued)

DEED AND EASEMENTS

1400

ASSIGNMENT OF EASEMENTS

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, WILLIAMS PIPE LINE COMPANY, a Delaware corporation ("Assignor"), for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration does hereby grant, bargain, sell, convey, assign, transfer and deliver to SUN PIPE LINE COMPANY, a Pennsylvania corporation ("Assignee"), whose mailing address is 907 South Detroit Avenue, Tulsa, Oklahoma 74102, and its successors and assigns all of the easements, rights-of-way and/or other instruments described in Exhibit "A", attached hereto and made a part hereof (the "Easements"), and all of Assignor's right, title and interest in and to the same.

This Assignment is expressly made subject to and is to be governed by the terms of that certain Facilities and Exchange Agreement entered into by and between Assignor and Assignee on March 9, 1998 (the "Agreement"). The terms of the Agreement are hereby incorporated herein by reference for all purposes.

The terms and conditions of this Assignment shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment this 10th day of March, 1998.

WILLIAMS PIPE LINE COMPANY,
a Delaware corporation

By: Michael N. Mears
Michael N. Mears, Vice President

SUN PIPE LINE COMPANY,
a Pennsylvania corporation

By: E. D. Grolzinger
E. D. Grolzinger, Vice President

Following recordation return to:

SUN PIPE LINE COMPANY
P O BOX 2039
TULSA, OK 74102



(CONTINUED)

FILED
STATE OF OKLAHOMA
98 MAR 13 PM 2:14
CLERK
TOY RECORDS
BY H. H. H. H.
DER

126969

BK 0948 PG 0324

DEED AND EASEMENTS

Delaware

PAGE 1

The First State

*Rec'd 1000
PF 500*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WILLIAMS BROTHERS PIPE LINE COMPANY", CHANGING ITS NAME FROM "WILLIAMS BROTHERS PIPE LINE COMPANY" TO "WILLIAMS PIPE LINE COMPANY", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF MARCH, A.D. 1974, AT 10 O'CLOCK A.M.

Toby Bighorse - Osage County Clerk
Recorded/Filed on 09/24/2002 at 08:50AM Inst Type: AFFI
DOC: 2002-8411 Book 1103 Page 89 to 90 (2 pages)
Receipt Number: 2002-00007075 Fees: \$10.00
DOC Stamps:



008411

BK 1103 PG 0089

*Bill Smoot
Williams Pipe Line Co.
PO Box 3448
Tulsa, OK 74101*



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0633217 8100

AUTHENTICATION: 1987736

020579634

DATE: 09-17-02

(CONTINUED)

160

DEED AND EASEMENTS

Toby Bighorse - Osage County Clerk

Recorded/Filed on 09/24/2002 at 08:50AM

Inst Type: O&G

DOC: 2002-8412

Book 1103 Page 91 to 140 (50 pages)

Receipt Number: 2002-00007075

Fees:

\$515.00

DOC Stamps:

Rec. 515.00
PF 5.00 (50)

This document prepared by and after recording should be returned to Williams Energy Partners L.P., Real Estate Services Department, PO Box 21628, Tulsa, OK 74172

Williams Pipe Line Company, L.L.C. claims an exemption from the payment of the documentary stamp tax. The real estate conveyed by this Assignment and Conveyance has not been "sold" within the meaning of 68 OKLA. STAT. § 3201 because no consideration has been given to Williams Pipe Line Company. This Assignment and Conveyance is made in order to reflect of record the conversion of Williams Pipe Line Company from a Delaware corporation to a Delaware limited liability company and its name change from Williams Pipe Line Company to Williams Pipe Line Company, L.L.C.

ASSIGNMENT AND CONVEYANCE



008412

BK 1103 PG 0091

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WILLIAMS PIPE LINE COMPANY, a Delaware corporation, hereinafter termed "Assignor", hereby assigns, transfers, sets over and conveys unto WILLIAMS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter termed "Assignee", all of Assignor's right, title, and interest in and to its Williams Pipeline System Assets in Oklahoma, as more specifically shown on Exhibits A, B and C, as to each respective county, attached hereto and made a part hereof, with the terms "Williams Pipeline System Assets" meaning all of Assignor's estate, right, title and interest in, to, under or derived from real and personal property situated in Assignor's Williams Pipeline System Assets, including but not limited to all contracts, agreements, leases, permits, licenses, easements, franchises, pipes, pipelines, pumps, pumping stations, valves, tanks, compressors, structures, buildings, equipment, furniture, fixtures, machinery, facilities, supplies, hydrocarbons automobiles, trucks, books, records, patents, trademarks, trade names, copyrights, rights to payments and refunds, and rights of every kind and character.

Assignor shall execute and deliver such further documents, instruments and do all such acts and things as may be hereafter necessary or requisite to carry out the purposes of this Assignment and Conveyance.

This Assignment and Conveyance is made in order to reflect of record the conversion of Williams Pipe Line Company from a Delaware corporation to a Delaware limited liability company and its name change from Williams Pipe Line Company to Williams Pipe Line Company, L.L.C. as shown on Exhibit D.

IN WITNESS WHEREOF, this Assignment and Conveyance has been executed and is effective as of the 23rd day of September, 2002.

Osage County, Oklahoma

(CONTINUED)

DEED AND EASEMENTS

193299

Filed for record Sept. 21, 1949 at 9:00 A.M., in the Office of the County Clerk of Osage County, State of Oklahoma.
Recorded in Book 65 of Misc., page 59.

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of One & no/100 Dollars (\$1.00) to her in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Mable Kennedy, does hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors and assigns, the right to lay, maintain, operate, re-lay and remove at any time a pipe line for the transportation of oil or oil products, gas, water, with right of ingress and egress to and from the same, on, over and through certain lands situate in Osage County and State of Oklahoma, and described as follows:

(among other)

W $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec. 8-20N-12E, said 12 inch pipe line to be laid parallel with, and within seven (7) feet of, the present pipe line now located on this right of way.

The said grantor, her heirs and assigns are to fully use and enjoy the said premises except the easement for the purpose hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors and assigns hereby covenant to bury the lines so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, or other improvements on said premises for and because of the laying of the line of pipe shall be paid for as soon as said line is completed.

It is further agreed that the land granted by this right of way shall revert to the owners thereof at any time the Great Lakes Pipe Line Company, its successors or assigns cease to use said land for the purposes covered by this grant.

Dated this 27th day of August, 1949.

Mable Kennedy
(Mable Kennedy)

Acknowledged August 27th, 1949 by "Mable Kennedy," before W. E. Fent, Notary Public, in and for the County of Tulsa, State of Oklahoma. SEAL. My commission expires October 7, 1950.

DEED AND EASEMENTS

215328

Filed for record June 23, 1955 at 4:30 P.M., in the Office of the County Clerk, Osage County, State of Oklahoma.

215362

Filed for record June 27, 1955 at 4:00 P. M., in the Office of the County Clerk, Osage County, State of Oklahoma.

TULSA METROPOLITAN AREA PLANNING COMMISSION OF THE AMENDED
COMPREHENSIVE ZONING MAP FOR THE FIVE-MILE PERIMETER AREA
OF THE CITY OF TULSA, OKLAHOMA.

The Attached maps filed for record in the Office of the County Clerk, Osage County, Oklahoma, shows:

Section	Township	Range
1 to 5 inclusive	20 North	11 East
8 to 17 "	20 "	11 "
20 to 29 "	20 "	11 "
32 to 36 "	20 "	11 "
25 to 29 inclusive	21 North	11 East
32 to 36	21 "	11 "
3 to 10 inclusive	20 North	12 East
15 to 22 "	20 "	12 "
27 to 34 "	20 "	12 "
27 to 34 inclusive	21 North	12 East

All in Osage County, Oklahoma

DEED AND EASEMENTS

224455

Filed for record May 27, 1957 at 10:35 A.M., in the Office of the
County Clerk of Osage County, State of Oklahoma.
Recorded in Book 76 of Misc., page 335.

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of One & No/100 Dollars (\$1.00) to me in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Kansas City, Missouri, the receipt of which is hereby acknowledged, Mable Kennedy, a single woman, hereinafter styled Grantor, her heirs or assigns, does hereby grant to GREAT LAKES PIPE LINE COMPANY, hereinafter styled Grantee, its successors or assigns, the right at any time or times to construct, maintain, inspect, operate, protect, repair, replace, change the size of and remove a pipe line and appurtenances for the transportation of oil or oil products, gas and water with the right of ingress and egress at convenient points to and from for the purposes aforesaid on, over and through certain lands situate in the County of Osage, and State of Oklahoma, and described as follows:

(among other)

The West Half of the Southwest Quarter ($W\frac{1}{2}$ $SW\frac{1}{4}$) Section 8-20-12;

The said Grantor, her heirs or assigns may use and enjoy the said premises except as inconsistent with the rights herein given Grantee, its successors and assigns, Grantors agree not to build, create or construct any obstructions, engineering works, or other structures over said pipe line or pipe lines, nor permit it to be done by others.

Grantee, for itself and its successors or assigns hereby covenants, insofar as it is practicable so to do, to bury said pipe line or pipe lines so as not to interfere with the ordinary cultivation of that part of said premises which at the time of construction, except that, at the option of Grantee said pipe lines may be placed above any stream, ravine, ditch or other water course.

All damage to crops and timber and fences, buildings, drain tile and other improvements on said premises which Grantor may sustain by reason of Grantee's exercise of aforesaid rights, shall be paid for within a reasonable time after such damage is sustained. In addition to this there shall be paid upon the laying of the first line of pipe an additional compensation at the rate \$1.75 per rod for each lineal rod or fraction thereof of pipe laid on the above described premises. It is agreed that any payment due hereunto may be made direct to said Grantors as their interests appear of record or to any one of them for the benefit of all by depositing to the credit of such Grantors or such one of them in _____ bank of _____ and payment so made shall be deemed and considered as full and complete payment to Grantees.

The herein granted rights may be assigned in whole or in part.

Grantors hereby release and waive all rights under any by virtue of the dower and homestead exemption, if any, of said state.

(continued)

DEED AND EASEMENTS

19198

Filed for record MAR 5 1974 at 10:54 A.M. in the office
of the County Clerk of Osage County, State of Oklahoma.
Recorded in Book 407 Page 141.

(Published in the Tulsa Daily Legal News, February 22, 1974,
Dexter Publishing Company, Publishers.)

ORDINANCE NO. 13098

AN ORDINANCE AMENDING ORDINANCE NO. 13097 DIMINISHING THE CITY
LIMITS OF THE CITY OF TULSA BY DISCONNECTING, DETACHING AND
DISANNEXING FROM THE CITY OF TULSA THOSE TRACTS OF LAND LYING
IN OSAGE COUNTY, OKLAHOMA, AS DESCRIBED IN SAID ORDINANCE, LESS
AND EXCEPT:

Land described herein not being abstracted.

WHICH REAL ESTATE SHALL REMAIN A PART OF THE CITY OF TULSA, OKLA-
HOMA, AND ALL PERSONS RESIDING THEREIN AND ALL PROPERTY SITUATED
THEREON SHALL REMAIN SUBJECT TO THE JURISDICTION, CONTROL, LAWS,
AND ORDINANCES OF THE CITY OF TULSA, OKLAHOMA, IN ALL RESPECTS AND
PARTICULARS: AND FURTHER AMENDING SAID ORDINANCE BY DISCONNECTING,
DETACHING AND DISANNEXING FROM THE CITY OF TULSA THOSE TRACTS OF
LAND LYING IN TULSA COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS:

Land herein not being abstracted.

REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT
HEREWITH AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS
OF THE CITY OF TULSA, OKLAHOMA:

Section 1. That Ordinance No. 13097, passed and approved
on the 22nd day of February, 1974, be and the same is hereby
amended and the City Limits of the City of Tulsa, Oklahoma, are
hereby diminished by disconnecting, detaching, withdrawing, and
disannexing those tracts of land lying within Osage County,
Oklahoma, as described in said Ordinance, less and except:

Land described herein not being abstracted.

which real estate shall remain annexed and a part of the City of
Tulsa, Oklahoma, and all persons residing therein and all pro-
perty situated thereon shall remain subject to the jurisdiction,
control, laws and ordinances of the City of Tulsa, Oklahoma, in
all respects and particulars.

(continued)

DEED AND EASEMENTS

NOTICE OF SUBDIVISION REGULATIONS

On October 10, 1988, SUBDIVISION REGULATIONS OF OSAGE COUNTY, OKLAHOMA, were adopted by the Osage County Commissioners effective as of November 01, 1988. They are recorded in Book 744 at Pages 321-364 in the records of the County Clerk of Osage County.

These regulations provide in part:

SECTION 4 JURISDICTION: These regulations and development standards shall apply to the following forms of land subdivision within the unincorporated areas of Osage County.

- A. The division of land into two or more tracts, lots, sites, or parcels, any part of which, when subdivided, shall contain less than ten (10) acres in area; or
- B. The division of land, previously subdivided or platted, into tracts, lots, sites or parcels, of less than ten (10) acres in area; or
- C. Any division of land involving the vacation or dedication of right-of-way or alignment of any existing or proposed street, highway or public utility easement.

NOTICE OF OSAGE COUNTY ZONING ORDINANCE

On December 20, 1993, the OSAGE COUNTY ZONING ORDINANCE was adopted by the Osage County Commissioners, effective March 01, 1994. It is recorded in Book 852 at Pages 16 through 135 and amendments recorded in Book 862 at Pages 852-861 and Book 862 at Pages 862-868 in the records of the County Clerk of Osage County, Oklahoma.

This Zoning Ordinance establishes zoning districts and classifications for the purpose of regulating the use of land, buildings and structures within the unincorporated areas of Osage County, Oklahoma, and provides procedures for changing use and requires permits for construction of buildings or homes.

NOTICE OF FLOOD PREVENTION ORDINANCE

On October 17, 1994, the Flood Damage Prevention Ordinance was adopted by Osage County Commissioners and is recorded in Book 869 at Pages 824-845 in the records of the County Clerk of Osage County, Oklahoma. This ordinance provides for and requires permits for certain use activities and/or construction and may prohibit certain use and/or construction activity within certain flood hazard areas as designated by the ordinance.

ABSTRACTOR'S NOTE: The SUBDIVISION REGULATIONS, the ZONING ORDINANCE and the FLOOD ORDINANCE are omitted herefrom, but all persons should take notice that said ordinance may affect the division and/or use of said lands covered by this abstract, and may require deed approval in advance by the commission; issuance of permits for certain use or construction and may prohibit certain use or construction.

DEED AND EASEMENTS

I-2007-000209 01/08/2007 11:53 am
Book 1298 Page(s) 0038-0040
Fee: \$ 0.00 Doc: \$ 0.00
Denny Hutson - Osage County Clerk



RESOLUTION

BY

THE BOARD OF COUNTY COMMISSIONERS OF OSAGE COUNTY
OF THE STATE OF OKLAHOMA

WHEREAS, THE BOARD OF COUNTY COMMISSIONERS OF OSAGE COUNTY, WITHIN AND FOR THE STATE OF OKLAHOMA, BEING IN SESSION ON THIS 8TH DAY OF JANUARY, 2007; AND,

WHEREAS, THERE BEING A QUORUM OF THE BOARD PRESENT THE FOLLOWING MOTION WAS MADE BY Clarence L. Brantley AND SECONDED BY Jim Clark, AFFIRMATIVE VOTE BY ALL.

WHEREAS, REDFORK ENERGY, LIMITED HAS MET THE REQUIREMENTS FOR THE BOARD TO DECLARE A CERTAIN SECTION LINE OPEN FOR THE PURPOSE OF PROVIDING ACCESS TO PROPERTY OWNED BY THEM, THAT THE PROCEDURES ESTABLISHED BY THE BOARD FOR SAID PURPOSE HAVING BEEN FOLLOWED;

NOW THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS OF OSAGE COUNTY, OKLAHOMA DOES HEREBY DECLARE THE FOLLOWING SECTION LINE TO BE OPEN:

A DESCRIPTION OF A PARCEL OF LAND WITHIN SECTIONS EIGHT (8) AND SEVENTEEN (17) OF TOWNSHIP TWENTY (20) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, OSAGE COUNTY, OKLAHOMA.

SAID PARCEL BEING THE STATUTORY RIGHT-OF-WAY OF THIRTY-THREE (33) FEET WIDE BEING SIXTEEN AND A HALF (16.5) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A PK NAIL AT THE COMMON CORNER TO SECTIONS EIGHT (8), NINE (9), SIXTEEN (16) AND SEVENTEEN (17) OF TOWNSHIP TWENTY (20) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, OSAGE COUNTY, OKLAHOMA;

THENCE NORTH 89°12'07" WEST ALONG THE SECTION LINE BETWEEN SECTIONS EIGHT (8) AND SEVENTEEN (17) A DISTANCE OF 2,636.93 FEET TO AN IRON ROD WITH CAP AT THE COMMON QUARTER CORNER BETWEEN SAID SECTIONS EIGHT (8) AND SEVENTEEN (17);

THENCE CONTINUING ALONG THE SECTION LINE BETWEEN SAID SECTIONS EIGHT (8) AND SEVENTEEN (17), NORTH 89°41'32" WEST A DISTANCE OF 2,646.60 FEET TO AN IRON ROD WITH ODOT BRASS CAP LOCATED AT THE COMMON CORNER TO SECTIONS SEVEN (7), EIGHT (8), SEVENTEEN (17) AND EIGHTEEN (18) OF TOWNSHIP TWENTY (20) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, OSAGE COUNTY, OKLAHOMA.

A TOTAL DISTANCE OF 5,283.53 FEET AND CONTAINING 4.00 ACRES OF LAND MORE OR LESS.

IT IS FURTHER RESOLVED THAT THE SAID ROAD SHALL BE BUILT AND MAINTAINED UPON SAID EASEMENT BY THE PARTIES CONCERNED IN COMPLIANCE WITH THE PROCEDURES ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS, AND FURTHER THAT SAID ROAD SHALL NOT BE CONSIDERED A COUNTY ROAD NOR BE MAINTAINED BY THE COUNTY.

SIGNED THIS THE 8TH DAY OF JANUARY, 2007 —



Denny Hutson, OSAGE COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS
OSAGE COUNTY, OKLAHOMA

Scott Hilt CHAIRMAN
Clarence L. Brantley MEMBER
Jim Clark MEMBER

(CONTINUED)

012935

000209

BK 1296 PG 0038





Tax Information

TAX INFORMATION

9/4/2014

Owner Information

TIPPENS JOE

1901 MANCHESTER

EDMOND OK 73034-

Property Address

05171 IW 43RD ST N

Building No.

Sub Name:

Lot:

Block:

Area Name:

Township:

Range:

Taxable Market		Assessed Value
Land	\$7056	\$847
Improved	\$22703	\$2724
Mobile	\$0	\$0
Total	\$29759	\$3571
Exemptions		\$0
School District	101	Net Assessed \$3571
School Levy	\$93.79	Estimated Taxes

Land Information				
Land Use:RA FARM				
Lots	Acres	SF	Width	depth
0	160	0	0	0
Description	AC			

Miscellaneous Structures			
Description	Yrblt	LxW	Units
METAL BARN	0	X	4320
OPEN PORCH W/ROOF	0	X	66
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0

Building Elements

Type

Single Family

Style

One-Story

Design

N/A

Quality

Low

Condition

Average

Roof

N/A

Exterior Wall

HARDBOARD

Foundation

Concrete-Block

Heat

Stove Heat/None

Beds

0

Baths

0

Total Rooms

0

Garage

N/A

Porch

N/A

Basement

N/A

Year Built

Eff Year Built

Square Footage

Year Remodeled

Commercial Elements

Stories

N/A

Units

0

Class Description

N/A

Story Height

00

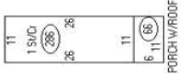
Rent

000

Perimeter

0000

Parcel #: 570024054



Legal Description



Development Services

DEVELOPMENT SERVICES

DEVELOPMENT SERVICES
Chad Smith – WSD Permit Examiner
918.596.9865 Fax 918.699.3324

Procedure For Obtaining Water Service (For ¾", 1", 1.5", and 2" Meter Installations)

Water service applications will be taken and permits issued only between 9:00 a.m. and 4:00 p.m..
Our goal is to process meter request within 48 hours.

- A. Application for Water Service. The owner or his designated agent shall apply for a water service at the Infrastructure Control Group of Development Services (*175 E. 2nd Street, Suite 450*).

The following information **is required upon application.**

1. Address of desired water service.
2. Legal description of property.
3. Residential or Commercial plumbing permit number.
4. Residential or Commercial building permit number, if new building.
5. Name and mailing address of party responsible for water bill.
6. Contractor's name who will be installing the water tap, and
7. Two sets of site utility plans are required for 1.5 " and 2" water service
8. Is sanitary sewer available to the property? If not, has the City/County Health Department approved the installation of a septic system? (A copy of the perc test will be required.)

- B. All applications will be reviewed by the City of Tulsa for the following items before approval.
(You may be expected to answer some of these review elements.)

1. Is there an available, tappable water main that abuts the requested service address?
(Abut means the water main extends along one complete side of described property.)
2. If there is no tappable water main, a water main extension will be required.
3. When required, has the water main line extension been released by Engineering to accept new water service connections?
4. Is the water main to be tapped a Citizen Participation Line? If so, are any fees due?
5. If the Property is outside the city limits of Tulsa and abuts a City of Tulsa water main, is it within Tulsa's service area? If not can approval for a connection be obtained from the servicing entity?
6. If the property is outside the City limits, will front footage fees need to be collected.

- C. **Meter Sizes & Costs.**

1. All water meters are provided by the City of Tulsa.
2. The costs including all fees are:
 - ¾"=\$150.40
 - 1"=\$197.65
 - 1.5"=\$425.50
 - 2"Irrigation=\$1046.05
 - 2"Domestic=\$1432.98

- D. Leave work uncovered and call 918.596.1720 for inspection.

DEVELOPMENT SERVICES

CITY OF TULSA CERTIFIED WATER SERVICE INSTALLATION CONTRACTORS

2" Meter & Smaller

All American	918.227.1555
Apex Plumbing and Piping	918.584.6007
Barnhart Excavating	918.827.6005
Beene Services INC	918.451.9081
C It All Leak Detectors	918.251.3155*
Cunningham Plumbing	918.446.3730
EC Plumbing	918.250.5454
Gary's Plumbing	918.366.3251
Hopkins Excavating (Ron Hopkins)	918.808.6722*
Ira Green Construction	918.342.0840
McIntosh	918.270.1414
McCulloch Exc.	918.322.3150
Midwest Mechanical	918 279.1065
Mullin	918.258.6636
Paragon Contractors	918.5131654
Rimer	918.266.4110
Top Quality Plumbing	918.447.0040
Tulsa Utility Contractor, Inc	918.664.2850

*Contractor is qualified for work in non-arterial right of way only.

7/28/11

DEVELOPMENT SERVICES



City of Tulsa
PUBLIC WORKS DEPARTMENT
DEVELOPMENT SERVICES DIVISION
918.596.9876

Procedures for Obtaining Water Services (3" and Larger Meter & Detector Check Installations)

1. Application for Water Service.

Note: All plans submitted must be prepared and sealed by a Professional Engineer Registered in the State of Oklahoma.

- A.** The owner or his designated agent shall apply for a water service at **Infrastructure Connection Control Group** at the **Permit Center, At 175 E. 2nd St. 4th Floor OTC.**

Before a permit can be issued the following items are required:

1. Address of desired water service;
2. Legal description of property;
3. **An escrow of \$500.00 plus Meter Fee (cost of meter depends on size and type.)**
4. Meter size and type (double check, single check, compound, etc.); and
5. Four (4) sets of site utility plans and profiles of the anticipated water service installation. The size of the drawings shall be 17" x 22" or 22" x 34", and folded to 8 ½" x 11". All drawings submitted must have a title block, and shall be signed and sealed by a **Registered Professional Engineer**, licensed to practice in the **State of Oklahoma**.

***The information shown on the plan sheets shall include:**

1. Address and legal description of the property to be served;
2. Owners, developers, and engineers name, address and telephone number;
3. Property location and property lines, easements and rights-of-way;
4. Meter size and type (double check, single check, compound, etc.); water main size and location.
5. Plan and profile of water service from water main to water meter, and location of water service from meter to building;
6. Plan and profile of all potentially interfering utilities;
7. Vault detail and tap elevation of vault; or state: PER COT STANDARDS /With the Standard #.
8. Service line plumbing permit number;
9. Name and billing address of party responsible for water bill; and
10. Contractor's name who will be installing the water tap and meter vault.

Note 1. After installation is complete, as-built plans must be submitted to Infrastructure Connection Control before the project is released.

Note 2. All 3" and larger water meters shall meet the City of Tulsa Water Meter and Construction Specifications and will be furnished by City of Tulsa, paid for by the Contractor.

Note 3.- All Detector Check assemblies shall be furnished by the Contractor.

DEVELOPMENT SERVICES

B. All applications will be reviewed for the following items before approval.

1. Is there and available, tappable water main that abuts the requested service address? (Abutment means the water main extends along one complete side of the property.)
2. If there is no tappable water main, will a water main extension be required?
3. When required, has the water main line extension been released by Engineering to accept new water service connections.
4. Is the water main to be tapped a Citizen Participation Line? If so, are any fees due?
5. If the property is outside the City Limits of Tulsa and abuts a City of Tulsa water main, is it within Tulsa's service area? If not, can approval for a connection be obtained from the servicing entity?
6. If the property is outside the City Limits, will front footage fees need to be collected?
7. Is sanitary sewer available to the property? If not, has the City/County Health Department approved the installation of a septic system? Furnish a copy of the approved Perk Test. (A sanitary sewer main line extension may be required.)

C. Prewrite Conference.

***Note!* The Field Engineering Inspector will schedule all pre-work Conferences after City Engineer has reviewed and approved Submitted engineering plans.**

1. Connection Control will notify Field Engineering Inspections after the engineering plans submitted are reviewed and approved.
2. A pre-work conference will be scheduled between the contractor and the Field Engineering Inspector before any work is to be done. Proceeding with construction of the water service installation without attending a pre-work conference will result in shutdown of the project, and subject to possible fines three (3) times permit fee.

D. Inspection Request.

- a. After a pre-work conference has been held, construction may begin.

DEVELOPMENT SERVICES

Required inspections will occur at the following points of construction:

1. Tapping of water main;
2. Vault floor reinforcing steel before concrete is poured;
3. When the walls are constructed and water meter is set; and
4. When the vault lid is set.

Note! All connections to a City water main shall be disinfected according to the latest revision of the American Water Works Association C-651-86. Connections over 20' in length shall be tested before the Water service will be released by the City.

Note! Inspection fees are \$50.00 per day. All jobs have Three (3) days of inspection fees. If additional inspections are required, they will be deducted from the escrow money. The remaining escrow will be refunded to you upon approval of the water service installation.

Certified Water Service Installation Contractors 3" and Larger

All American	918 227-1555
Apex	918 584-6007
APSFIRE SouthWest	918.2589666
Beene Services	918.451.9081
Bret Barnhart	918.827.6005
Duncan & Sons	918-224-8065
EC Plumbing	918.250.5454
Gary's Plumbing	918.366.3251
Ira Green Construction	918.342.0840
McCulloch Excavating	918 322-3150
McIntosh	918.270.1414
Midwest Mechanical, Inc.	918. 279.1065
Paragon Contractors	918.582.880
TomCat Services	918.640.0216
Tulsa Utility Contractors	918 664-2850
United Utilities Specialists	918.342.0840
WN Couch	918 836-8816

DEVELOPMENT SERVICES

LARGE TAP & METER PRICE LIST

03" TURBINE = \$1279.15

04" TURBINE = \$1423.00

06" TURBINE = \$2590.60

03" COMPOUND/DOMESTIC = \$2035.68

04" COMPOUND/DOMESTIC = \$2640.90

06" COMPOUND/DOMESTIC = \$4486.58

08" COMPOUND/DOMESTIC = \$6686.86

04" FIRE FLOW = \$4513.15

06" FIRE FLOW = \$6291.85

08" FIRE FLOW = \$7868.43

10" FIRE FLOW = \$11,344.98

EACH LARGE TAP/METERS INCLUDING DETECTOR CHECK, REQUIRE A \$500.00 ESCROW CHECK.





Title Commitment

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FORM

SCHEDULE A

1. **Effective Date:** September 4, 2014 at 6:00 a.m.
2. **Policy or Policies to be issued:**
 - (a) **OWNERS POLICY (Form 5011400 (8/1/09) ALTA Owners Policy (06-17-2006))**

<u>PROPOSED INSURED:</u>	<u>AMOUNT:</u>
TBD	\$TBD
 - (b) **LOAN POLICY (Form 5011300 (8/1/09) ALTA Loan Policy (06-17-2006))**

<u>Proposed Insured:</u>	<u>AMOUNT:</u>
TBD	\$TBD
3. **Title to the Fee Simple estate of interest in said land is at the effective date hereof vested in:**

Joe Tippens

By virtue of a General Warranty Deed executed by Mary Catherine Kennedy, a single person, to Joe Tippens, a single person, dated June 29, 1999, and recorded September 13, 1999, in Book 997, Page 495, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 159)

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B- Part I, a Schedule B-Part II and a Schedule C (if applicable) with matching Reference Number.

Reference No. J2014-09-02

Countersigned:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: **Mustang Title Company**
Validating Agent
Title Insurance License No. 10003242

Tallgrass Office Park
7910 South 101st East Avenue
Tulsa, Oklahoma 74133
(918) 392-4949

By: _____
Bart C. James, President

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FORM

SCHEDULE A
(Continued)

4. The land referred to in this Commitment is located in the County of Osage, State of Oklahoma and described as follows:

The SW/4 of Section 8, Township 20 North, Range 12 East of the Indian Meridian, Osage County, Oklahoma. LESS AND EXCEPT the South 48 feet thereof for Road Right of Way.

Physical Address:

5171 W 43rd Street North, Tulsa, Oklahoma

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B- Part I, a Schedule B-Part II and a Schedule C (if applicable) with matching Reference Number.

Reference No. J2014-09-02

Countersigned:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: **Mustang Title Company**
Validating Agent
Title Insurance License No. 10003242

By: 
Bart C. James, President

Tallgrass Office Park
7910 South 101st East Avenue
Tulsa, Oklahoma 74133
(918) 392-4949

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FORM

SCHEDULE B - PART I

The following are requirements to be complied with; otherwise to be shown as exceptions in the policy:

1. Submit proof of the payment to, or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper documents creating the estate of interest to be insured must be approved, properly executed, and properly filed for record:
 - a. Deed from Joe Tippens and spouse, if any, to TBD and spouse, if any.
 - b. Mortgage from TBD and spouse, if any, to TBD [Lender], securing the principal sum of \$TBD.

[Note: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage.]

- c. Release of the following Mortgages:
 - i. A Mortgage executed by Joe Tippens, a single person, to Bank of Commerce, dated February 26, 2010, and recorded March 8, 2010, in Book 1413, Page 314, in the Office of the County Clerk of Osage County, Oklahoma, and securing indebtedness in the original principal amount of \$403,657.66.00. (Abstract Page 182)

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B- Part I, a Schedule B-Part II and a Schedule C (if applicable) with matching Reference Number.

Reference No. J2014-09-02

Countersigned:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: **Mustang Title Company**
Validating Agent
Title Insurance License No. 10003242

By: 
Bart C. James, President

Tallgrass Office Park
7910 South 101st East Avenue
Tulsa, Oklahoma 74133
(918) 392-4949

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FORM

SCHEDULE B - PART I (Continued)

As affected by a Modification of Mortgage executed by Joe Tippens, an unmarried individual, to Bank of Commerce, dated February 8, 2012, and recorded February 13, 2012, in Book 1475, Page 641 in the Office of the County Clerk of Osage County, Oklahoma, and securing indebtedness in the original principal amount of \$602,488.47. (Abstract Page 196)

- ii. A Mortgage executed by Joe Tippens, an unmarried individual, to Bank of Commerce, dated June 21, 2011, and recorded June 24, 2011, in Book 1453, Page 947, in the Office of the County Clerk of Osage County, Oklahoma, and securing indebtedness with a principal amount secured that will not exceed \$50,000.00. (Abstract page 194)
- 2. Return properly executed Seller/Owner Affidavit and Statement to the Company, and an executed Contractor/Builder Affidavit and Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid (and as to Loan Policy only, item (d) of Schedule B-II, Standard Exceptions will not appear on the Loan Policy).
- 3. Obtain a court search as to any entity taking title subsequent to date of this commitment including in Osage County, and satisfy any judgments or liens which might affect the subject property and have release thereof filed of record.
- 4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.


Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B- Part I, a Schedule B-Part II and a Schedule C (if applicable) with matching Reference Number.

Reference No. J2014-09-02

Countersigned:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: **Mustang Title Company**
Validating Agent
Title Insurance License No. 10003242

By: 
Bart C. James, President

Tallgrass Office Park
7910 South 101st East Avenue
Tulsa, Oklahoma 74133
(918) 392-4949

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FORM

SCHEDULE B - PART I
(Continued)

5. Before closing, have the records checked against the subject property and a court search obtained on the seller, buyer or borrower (if refinance) of said property to insure that nothing has been filed of record.
6. Re-certification of the Abstract of Title covering the subject property as necessary to comply with Rule 36-50-1 adopted by the Oklahoma State Insurance Commissioner. The abstract must be certified within One Hundred Eighty (180) days of the effective date of any policy or policies issued pursuant hereto.


Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B- Part I, a Schedule B-Part II and a Schedule C (if applicable) with matching Reference Number.

Reference No. J2014-09-02

Countersigned:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: **Mustang Title Company**
Validating Agent
Title Insurance License No. 10003242

By: 
Bart E. James, President

Tallgrass Office Park
7910 South 101st East Avenue
Tulsa, Oklahoma 74133
(918) 392-4949

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FORM

SCHEDULE B - PART II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

STANDARD EXCEPTIONS:

- a. Rights or claims of parties in possession not shown by the public records.
- b. Easements, or claims of easements, not shown by the public records.
- c. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
- d. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

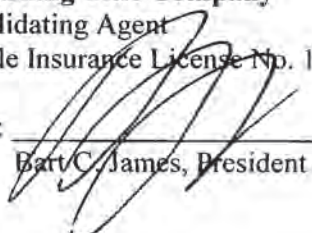
Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B- Part I, a Schedule B-Part II and a Schedule C (if applicable) with matching Reference Number.

Reference No. J2014-09-02

Countersigned:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: **Mustang Title Company**
Validating Agent
Title Insurance License No. 10003242

By: 
Bart C. James, President

Tallgrass Office Park
7910 South 101st East Avenue
Tulsa, Oklahoma 74133
(918) 392-4949

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FORM

SCHEDULE B - PART II

(Continued)

SPECIAL EXCEPTIONS:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate of interest or mortgage thereon covered by this Commitment.
2. Real Estate taxes for 2014 and all subsequent years, amount of which is not ascertainable, due or payable.

*** NOTE** Taxes are checked as a courtesy. Information is provided by the county treasurer's office on date of title search. Title Agent cannot guarantee accuracy of tax records or validity of funds presented for payment. This title company will not be liable for nuisance taxes that are not of public record at time of title commitment/title policy.*

The Real Estate Taxes for 2013 are \$335.00 and are PAID. 2012 and all prior years PAID. Tax Roll Item No. [24054]

3. All interest in and to all oil, gas, coal and other minerals and all rights pertaining thereto.
4. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and/or inspection of the property.
5. Roadway easement of Osage County of one (1) rod (16.5 feet) on each side of the section line.

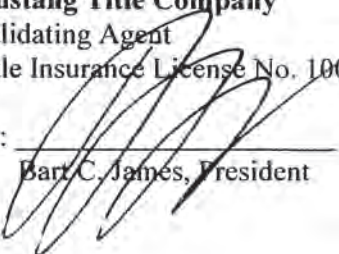
Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B- Part I, a Schedule B-Part II and a Schedule C (if applicable) with matching Reference Number.

Reference No. J2014-09-02

Countersigned:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: **Mustang Title Company**
Validating Agent
Title Insurance License No. 10003242

By: 
Bart C. James, President

Tallgrass Office Park
7910 South 101st East Avenue
Tulsa, Oklahoma 74133
(918) 392-4949

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FORM

SCHEDULE B - PART II

(Continued)

6. Right of Way Agreement executed by Mable Kennedy, to Great Lakes Pipe Line Company, a corporation of Ponca City, Oklahoma, dated November 8, 1930, and recorded February 17, 1931, in Book 41 of Misc., Page 14, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 9)

As affected by a Conveyance and Assignment executed by Mable Kennedy, to Great Lakes Pipe Line Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, dated March 15, 1966, and recorded April 5, 1966, in Book 217, Page 54, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 17)

As affected by an Assignment of Easements executed by Williams Pipe Line Company, a Delaware corporation, to Sun Pipe Line Company, a Pennsylvania corporation, dated March 10, 1998, and recorded March 13, 1998, in Book 948, Page 324, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 19)

As affected by a Certificate of Amendment of "Williams Brothers Pipe Line Company", changing its name to "Williams Pipe Line Company" executed by Harriett Smith Windsor, Secretary of State of the State of Delaware, to the Public, dated March 13, 1974, and recorded September 24, 2002, Book 1103, Page 89, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 160)

As affected by an Assignment and Conveyance executed by Williams Pipe Line Company, a Delaware corporation, to Williams Pipe Line Company, LLC, a Delaware limited liability company, executed September 23, 2002, and recorded September 24, 2002, in Book 1103, Page 91, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 162)


Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B- Part I, a Schedule B-Part II and a Schedule C (if applicable) with matching Reference Number.

Reference No. J2014-09-02

Countersigned:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: **Mustang Title Company**
Validating Agent
Title Insurance License No. 10003242

By: 
Bart C. James, President

Tallgrass Office Park
7910 South 101st East Avenue
Tulsa, Oklahoma 74133
(918) 392-4949

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FORM

SCHEDULE B - PART II

(Continued)

As affected by a Confirmatory Conveyance and Assignment executed by Sunoco Texas Pipe Line Company, a Texas corporation, to Sun Pipe Line Company, a Pennsylvania corporation, dated January 31, 2002, and recorded February 9, 2012, in Book 1475, Page 281, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 191)

7. Right of Way Agreement executed by Mable Kennedy, a single woman, to Great Lakes Pipe Line Company, a corporation, of Kansas City, Missouri, dated July 21, 1943, and recorded August 6, 1943, in Book 58 of Misc., Page 273, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 10)

As affected by a Conveyance and Assignment executed by Mable Kennedy, to Great Lakes Pipe Line Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, dated March 15, 1966, and recorded April 5, 1966, in Book 217, Page 54, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 17)

As affected by an Assignment of Easements executed by Williams Pipe Line Company, a Delaware corporation, to Sun Pipe Line Company, a Pennsylvania corporation, dated March 10, 1998, and recorded March 13, 1998, in Book 948, Page 324, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 19)

As affected by a Certificate of Amendment of "Williams Brothers Pipe Line Company", changing its name to "Williams Pipe Line Company" executed by Harriett Smith Windsor, Secretary of State of the State of Delaware, to the Public, dated March 13, 1974, and recorded September 24, 2002, Book 1103, Page 89, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 160)

Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B- Part I, a Schedule B-Part II and a Schedule C (if applicable) with matching Reference Number.

Reference No. J2014-09-02

Countersigned:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: **Mustang Title Company**
Validating Agent
Title Insurance License No. 10003242

By: 
Bart C. James, President

Tallgrass Office Park
7910 South 101st East Avenue
Tulsa, Oklahoma 74133
(918) 392-4949

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FORM

SCHEDULE B - PART II

(Continued)

As affected by an Assignment and Conveyance executed by Williams Pipe Line Company, a Delaware corporation, to Williams Pipe Line Company, LLC, a Delaware limited liability company, executed September 23, 2002, and recorded September 24, 2002, in Book 1103, Page 91, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 162)

8. Right of Way Agreement executed by Mable Kennedy, to Great Lakes Pipe Line Company, a corporation, of Kansas City, Missouri, dated August 27, 1949, and recorded September 21, 1949, in Book 65, Page 59, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 11)

As affected by a Conveyance and Assignment executed by Mable Kennedy, to Great Lakes Pipe Line Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, dated March 15, 1966, and recorded April 5, 1966, in Book 217, Page 54, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 17)

As affected by an Assignment of Easements executed by Williams Pipe Line Company, a Delaware corporation, to Sun Pipe Line Company, a Pennsylvania corporation, dated March 10, 1998, and recorded March 13, 1998, in Book 948, Page 324, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 19)

As affected by a Certificate of Amendment of "Williams Brothers Pipe Line Company", changing its name to "Williams Pipe Line Company" executed by Harriett Smith Windsor, Secretary of State of the State of Delaware, to the Public, dated March 13, 1974, and recorded September 24, 2002, Book 1103, Page 89, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 160)

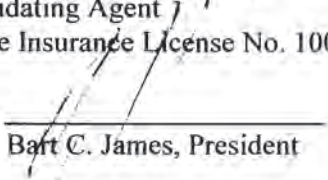
Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B- Part I, a Schedule B-Part II and a Schedule C (if applicable) with matching Reference Number.

Reference No. J2014-09-02

Countersigned:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: **Mustang Title Company**
Validating Agent
Title Insurance License No. 10003242

By: 
Bart C. James, President

Tallgrass Office Park
7910 South 101st East Avenue
Tulsa, Oklahoma 74133
(918) 392-4949

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FORM

SCHEDULE B - PART II

(Continued)

As affected by an Assignment and Conveyance executed by Williams Pipe Line Company, a Delaware corporation, to Williams Pipe Line Company, LLC, a Delaware limited liability company, executed September 23, 2002, and recorded September 24, 2002, in Book 1103, Page 91, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 162)

9. Amended Comprehensive Zoning Map for the five-mile perimeter area of the City of Tulsa, Oklahoma executed by the Tulsa Metropolitan Area Planning Commission, to the Public, dated June 23, 1955, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 12)
10. Right of Way Agreement executed by Mable Kennedy, a single woman, to Great Lakes Pipe Line Company, a corporation, of Kansas City, Missouri, dated April 18, 1957, and recorded May 27, 1957, in Book 76 of Misc., Page 335, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 15)

As affected by a Conveyance and Assignment executed by Mable Kennedy, to Great Lakes Pipe Line Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, dated March 15, 1966, and recorded April 5, 1966, in Book 217, Page 54, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 17)

As affected by an Assignment of Easements executed by Williams Pipe Line Company, a Delaware corporation, to Sun Pipe Line Company, a Pennsylvania corporation, dated March 10, 1998, and recorded March 13, 1998, in Book 948, Page 324, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 19)


Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B- Part I, a Schedule B-Part II and a Schedule C (if applicable) with matching Reference Number.

Reference No. J2014-09-02

Countersigned:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: **Mustang Title Company**
Validating Agent
Title Insurance License No. 10003242

By: 
Bart C. James, President

Tallgrass Office Park
7910 South 101st East Avenue
Tulsa, Oklahoma 74133
(918) 392-4949

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FORM

SCHEDULE B - PART II

(Continued)

As affected by a Certificate of Amendment of "Williams Brothers Pipe Line Company", changing its name to "Williams Pipe Line Company" executed by Harriett Smith Windsor, Secretary of State of the State of Delaware, to the Public, dated March 13, 1974, and recorded September 24, 2002, Book 1103, Page 89, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 160)

As affected by an Assignment and Conveyance executed by Williams Pipe Line Company, a Delaware corporation, to Williams Pipe Line Company, LLC, a Delaware limited liability company executed September 23, 2002, and recorded September 24, 2002, in Book 1103, Page 91, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 162)

11. City of Tulsa Ordinance No. 13098, dated February 22, 1974, and recorded March 1, 1974, in Book 4108, Page 792, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 109)
12. Notice of Subdivision Regulations executed by the Osage County Commissioners, to the Public, dated October 10, 1988, and recorded November 1, 1988, in Book 744, Page 321, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 113)
13. Resolution relating to a certain section line being opened for the purpose of providing access to another property owner executed by the Board of County Commissioners of Osage County, within and for the state of Oklahoma, to the Public, dated January 8, 2007, and recorded January 8, 2007, in Book 1296, Page 38, in the Office of the County Clerk of Osage County, State of Oklahoma. (Abstract Page 175)


Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B- Part I, a Schedule B-Part II and a Schedule C (if applicable) with matching Reference Number.

Reference No. J2014-09-02

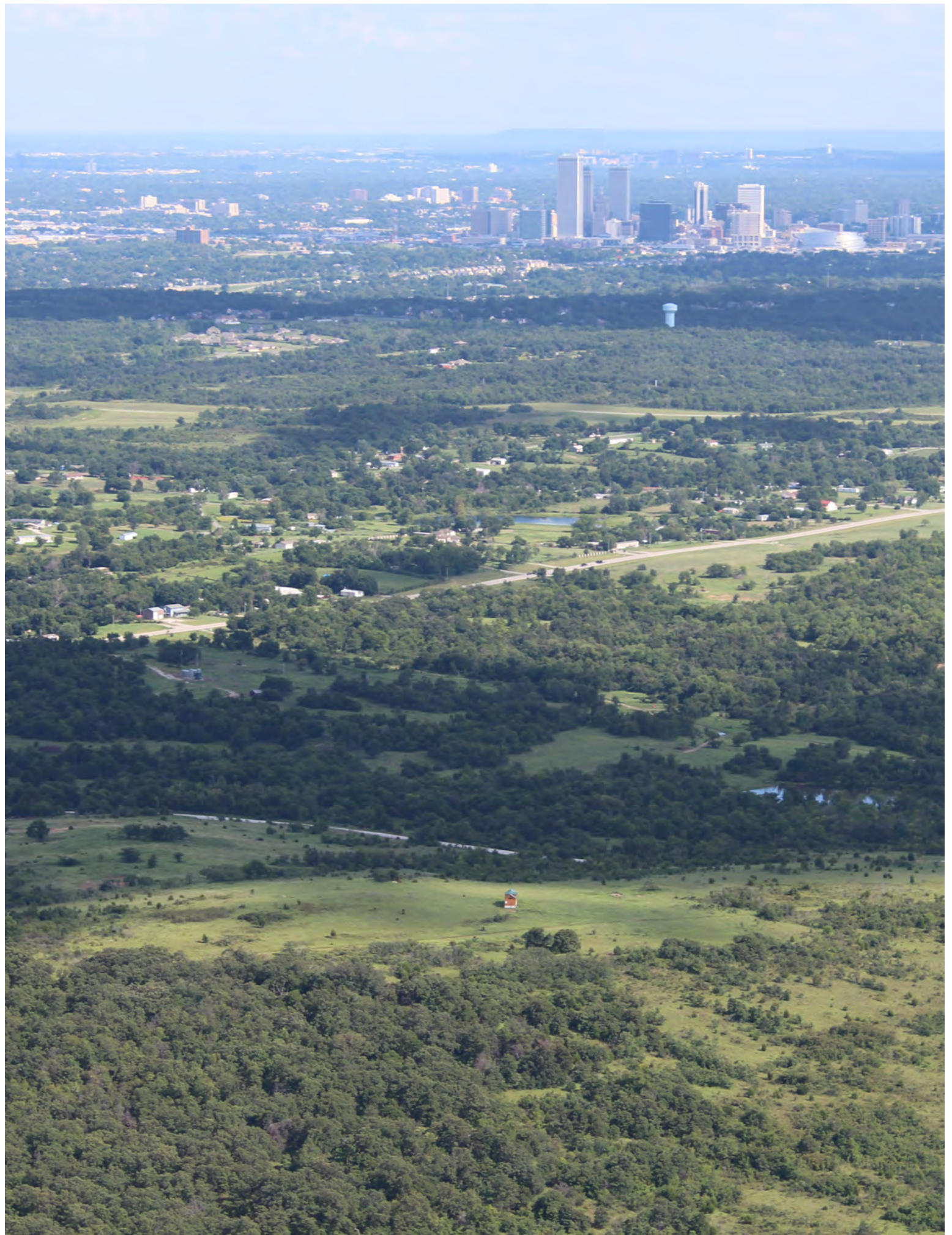
Countersigned:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: **Mustang Title Company**
Validating Agent
Title Insurance License No. 10003242

By: 
Bart C. James, President

Tallgrass Office Park
7910 South 101st East Avenue
Tulsa, Oklahoma 74133
(918) 392-4949



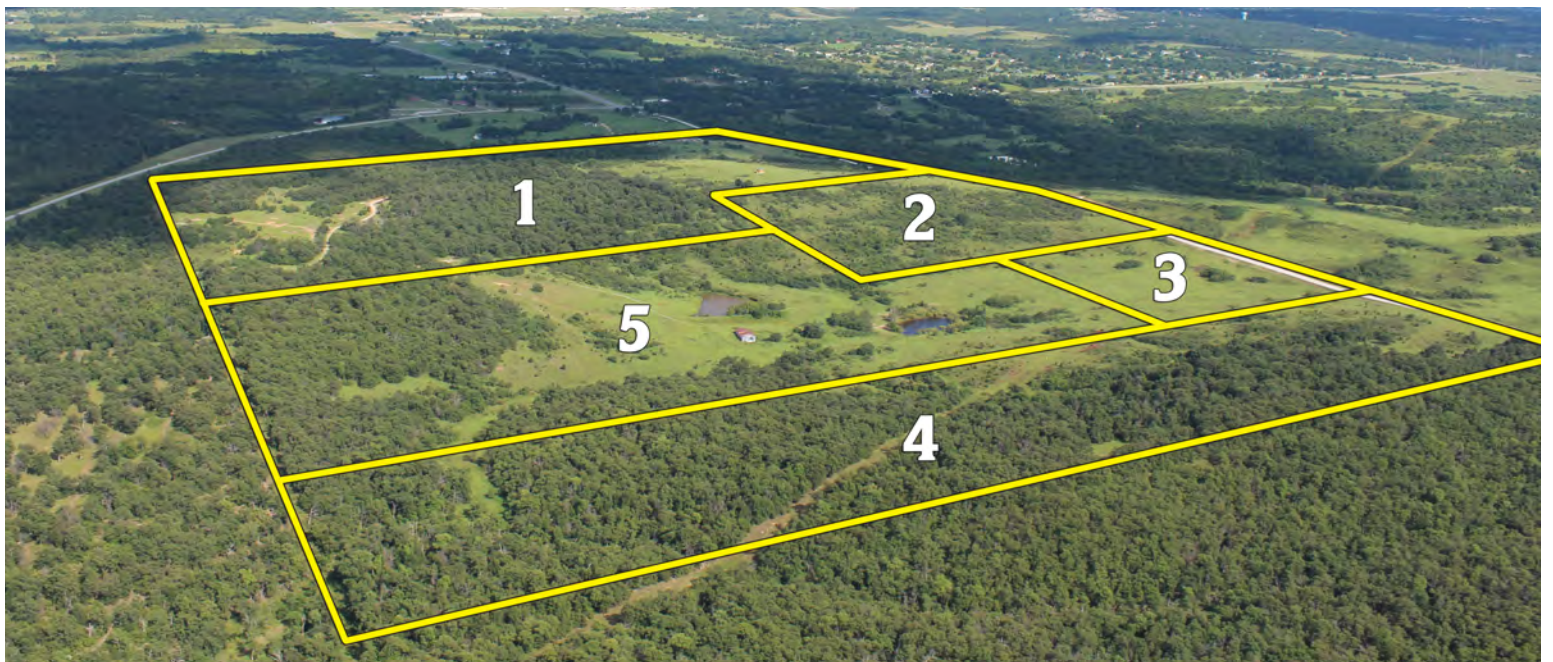
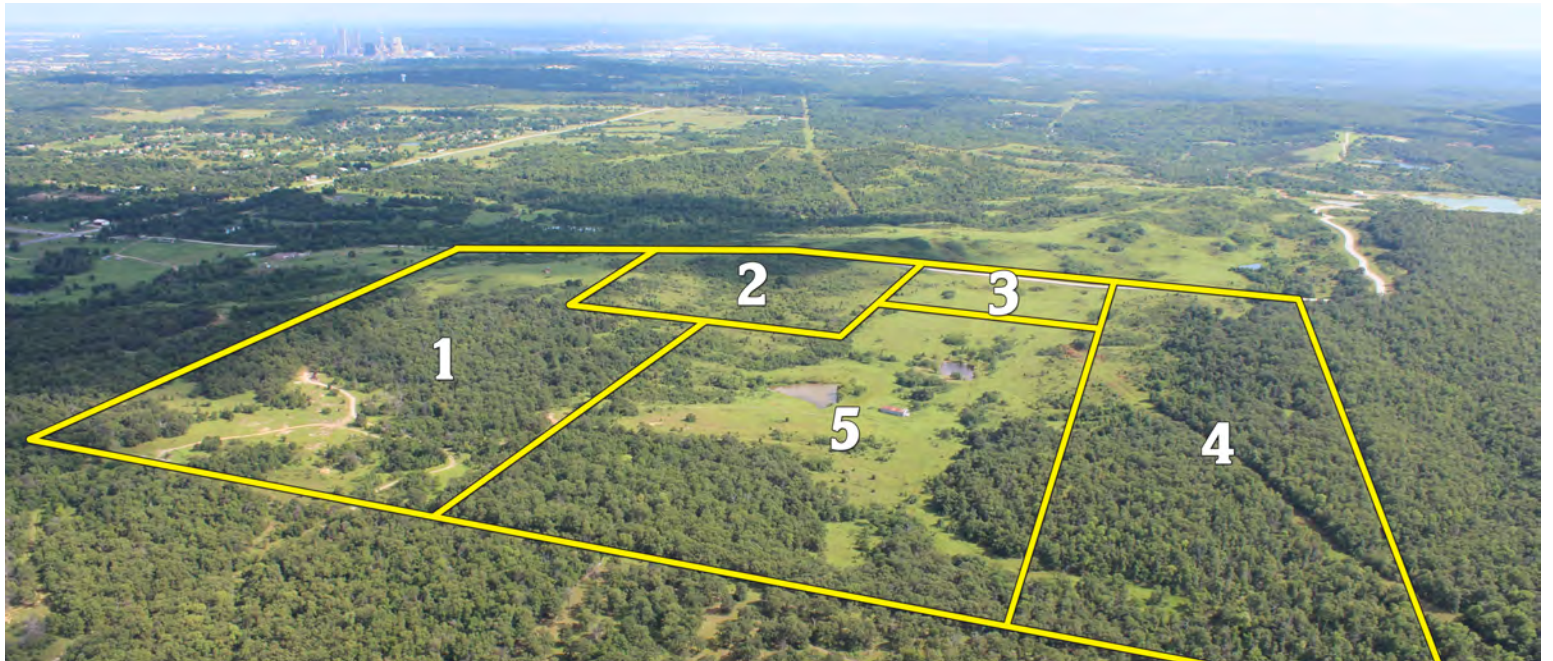
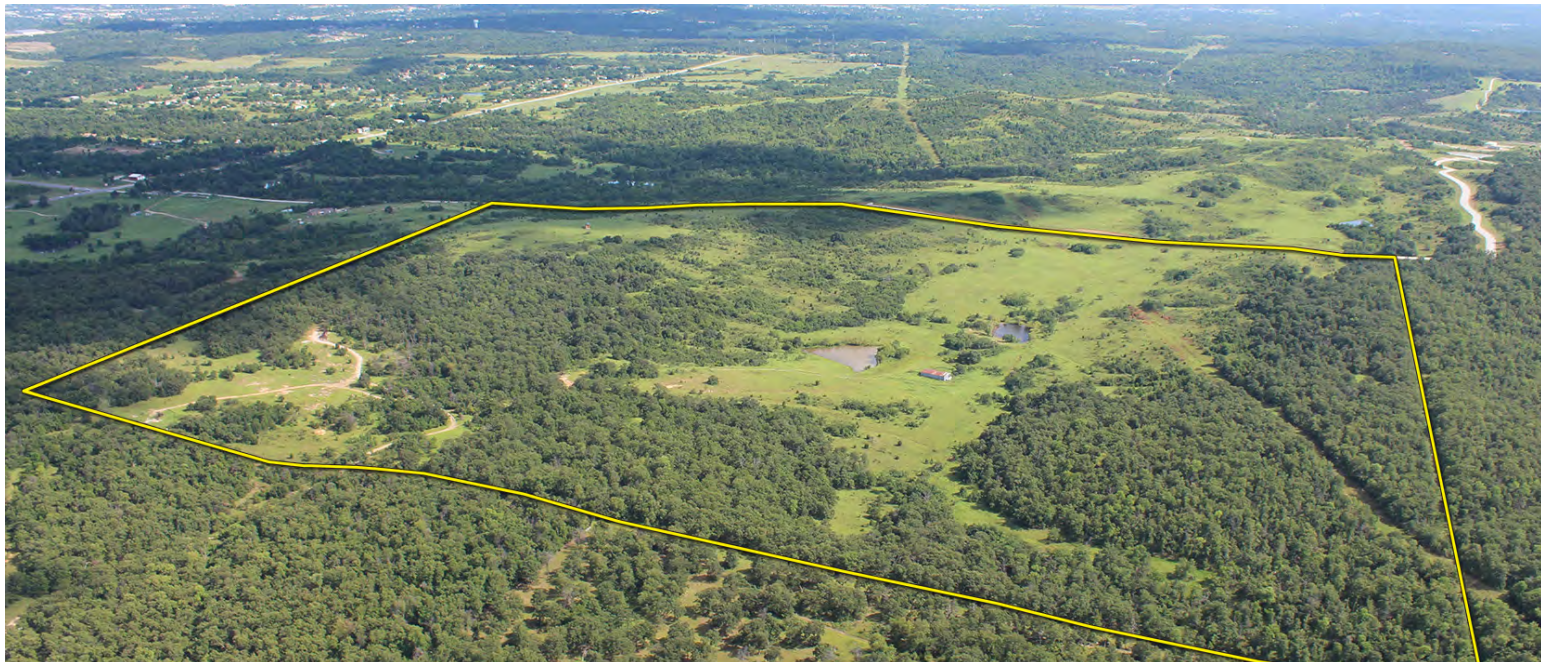


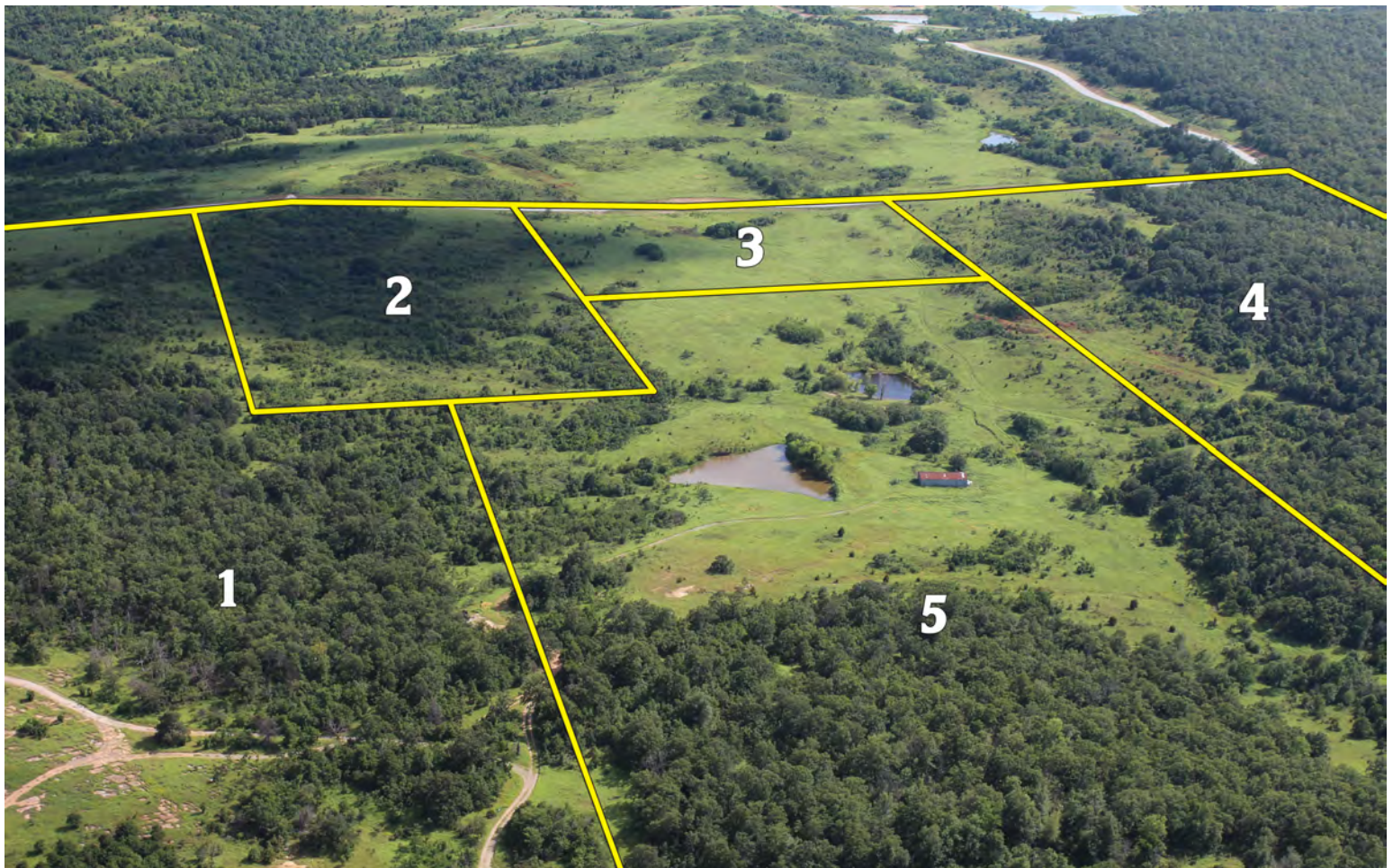
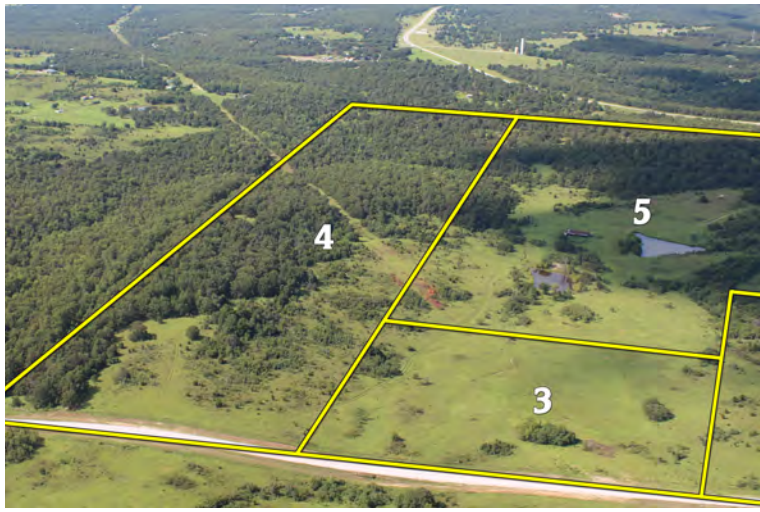
Photography

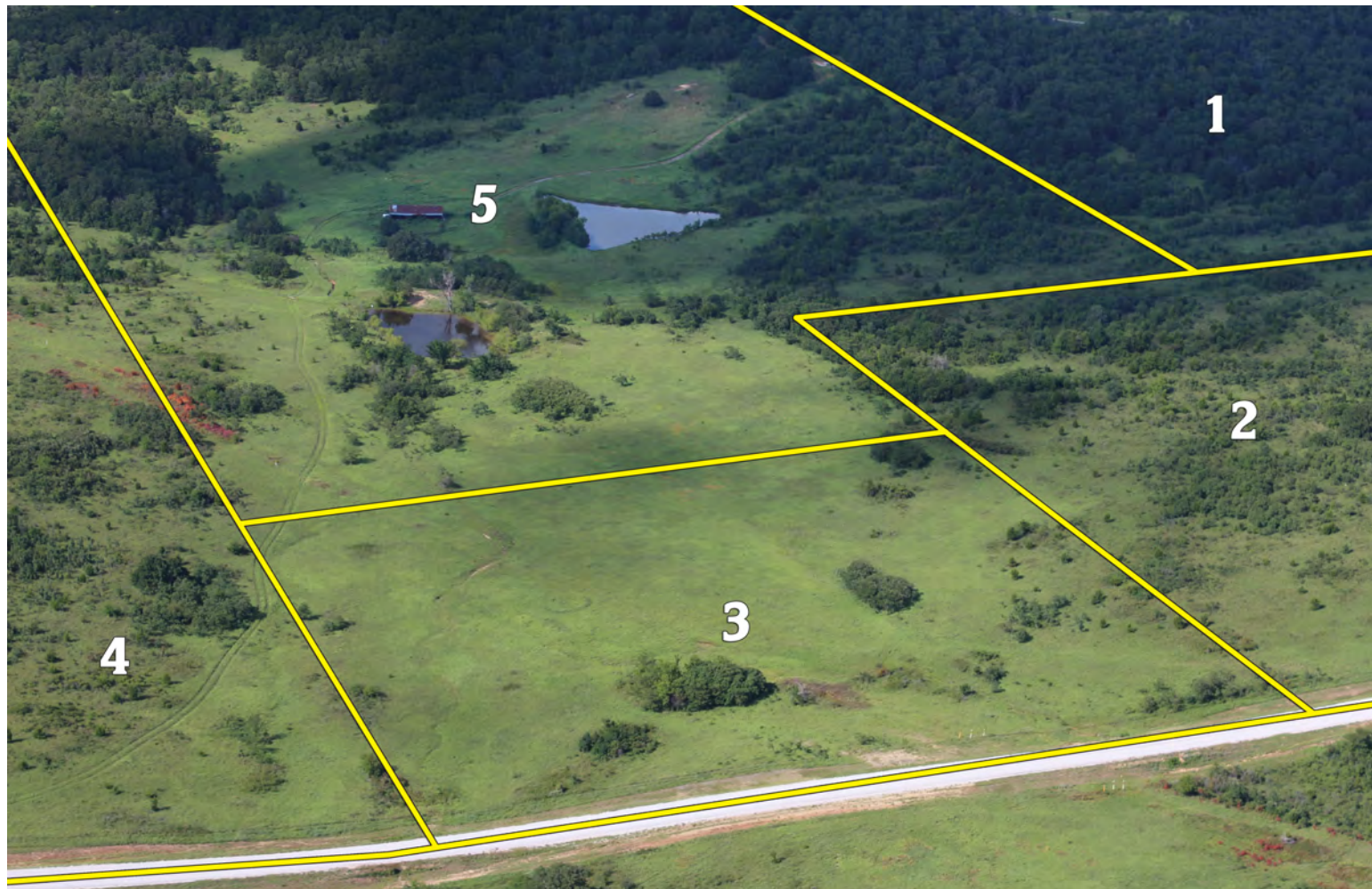














950 North Liberty Drive, Columbia City, IN 46725
800.451.2709 / 260.244.7606
www.schraderauction.com

LOCAL CALLS: Brent Wellings • 972.768.5165