

354[±] acres

Offered in 8 Tracts
from 14[±] to 140[±] acres in Cherokee County, OK

*Rare Opportunity
for 2[±] miles of
Illinois River Frontage!*

- Electric Service to Center of Property
- Tracts 1 - 7 All Have Land Out of Flood Zone
- Excellent Fishing & Water Sports
- Ultimate Privacy, No Public Road Frontage

Tract 8 Riverfront

INFORMATION

Booklet

Auction

Tuesday, September 26 • 6 PM

Held At Northeastern State University's Multipurpose Event Center, 1041 N Grand Ave. Tahlequah, OK 74464 • online bidding available

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.

**AUCTION
MANAGER**

BRENT WELLINGS • 972-768-5165 • brent@schraderauction.com



950 N. Liberty Dr., Columbia City, IN 46725
800.451.2709 | 260.244.7606 | www.schraderauction.com

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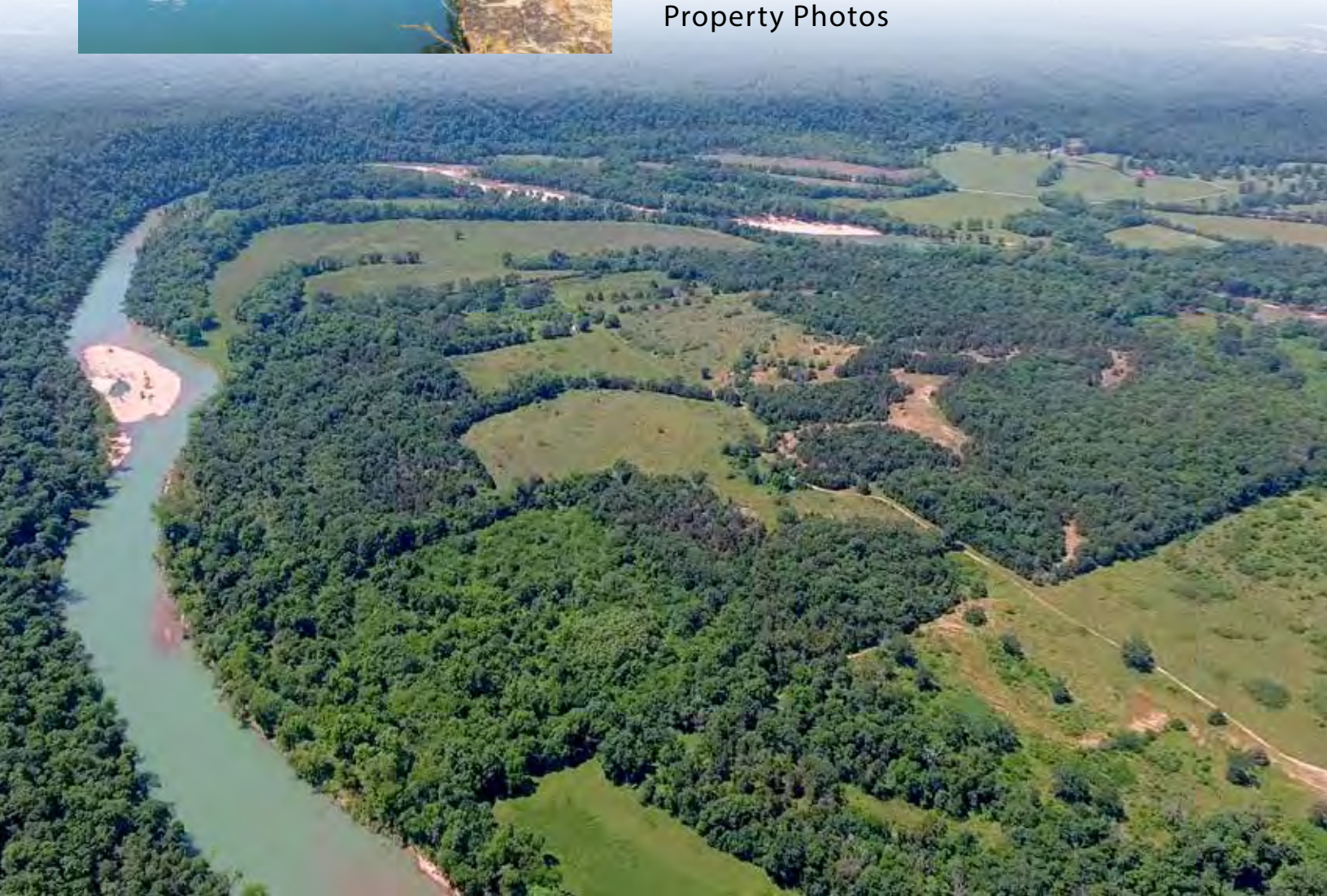
Flood Zone Map

Easement Agreement & Survey

Tax Statements

Title Commitment

Property Photos



BIDDER PRE-REGISTRATION FORM

TUESDAY, SEPTEMBER 26, 2017
354 ACRES – TAHLEQUAH, OKLAHOMA

For pre-registration, 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, September 19, 2017.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

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: _____

Online Auction Bidder Registration
354± Acres • Tahlequah, Oklahoma
Tuesday, September 26, 2017

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is:

2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, September 26, 2017 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, September 19, 2017**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.



TRACT DESCRIPTIONS

354[±]
acres
Offered in 8 Tracts
from 14[±] to 140[±] acres

Cherokee County
Oklahoma

Rare Opportunity for 2[±] miles
of Illinois River Frontage!

Auction

Tuesday, September 26 • 6 PM

The Fite Ranch is located northeast of Tahlequah, Oklahoma and is surrounded by the clear waters of the Illinois River winding through the Cookson Hills. Comprised of 354[±] acres, which is being offered in 8 tracts that range in size from 14[±] to 140[±] acres, the ranch offers opportunity for a wide range of Buyers. Of the eight tracts being offered in the auction, seven have frontage on the Illinois River and Tract 8 has over 1 mile along the banks of the Illinois! With diversity in terrain that ranges from fertile hay meadows to mature hardwood forests, the ranch has features that appeal to a variety of tastes. Buyers will have the opportunity to bid on any individual tract or combination of parcels that best fit their needs. Come investigate this unique opportunity to acquire some of Oklahoma's finest recreational land!

Tract 1: 21[±] acres comprised of mature timber and frontage along the river.

Tract 2: 21[±] acres with a mixture of mature timber, open meadow and frontage along the river.

Tract 3: 21[±] acres with approximately a 50/50 balance of open meadow and mature timber, with frontage along the Illinois.

Tract 4: 14[±] acres with approximately a 50/50 balance of open meadow and mature timber, with frontage along the Illinois.

Tract 5: 23[±] acres with a mixture of open land and mature timber. This parcel has an old home in poor but fixable condition along with

river frontage.

Tract 6: 50[±] acres of mostly mature timber, this parcel has the most elevation of any tract in the auction and offers terrific views of the ranch.

Tract 7: 64[±] acres offering a mixture of open land and mature timber. This parcel has an old pole barn and frontage along the Illinois.

Tract 8: 140[±] acres that is a terrific blend of mature hardwood timber, hay meadows and over one mile of frontage along the Illinois. If you are seeking a larger tract with abundant water an opportunity like this rarely comes around!

Terms and Conditions

PROCEDURE: Tracts 1 through 8 will be offered in individual tracts, in any combination of these tracts, or as a total unit per auction date and time. There will be open bidding on all tracts and combinations during the auctions as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete. The property will be sold in the manner resulting in the highest total sale price.

BUYER'S PREMIUM: The contract purchase price will include a Buyer's Premium equal to 4% of the bid amount.

DOWN PAYMENT: 10% of the total contract purchase price will be due as a down payment on the day of auction, with the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.

APPROVAL OF BID PRICES: All successful bidders will be required to enter into purchase agreements at the auction site immediately following the close of the auction. The auction bids are subject to the acceptance or rejection by the Seller.

DEED: Seller shall be obligated only to convey a merchantable title by Trustees Deed, Without Warranty.

EVIDENCE OF TITLE: Seller agrees to make available to bidder a preliminary title insurance commitment to review prior to auction. The cost of title insurance, if the buyer(s) elects to purchase the title insurance policy, will be the responsibility of the buyer(s). Seller agrees to provide merchantable title to the

property subject to matters of record, general conditions of title, and similar related matters. All tracts sold "AS-IS".

CLOSING: The closing shall take place 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

POSSESSION: Possession of the land shall be at closing.

REAL ESTATE TAXES: Real Estate taxes shall be prorated to the date of closing.

MINERALS: Seller specifically excepts and reserves all minerals, including without limitation, oil, gas, coal, coalbed methane, and all other hydrocarbons, lignite, and all metallic minerals, etc., if any, associated with the referenced real estate, and the term "Property" will not include any mineral rights.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres, if a new survey is determined to be necessary by the Seller.

ACREAGE AND TRACTS: All acreages are approximate and have been estimated based on current legal descriptions and/or aerial photos. Any corrections, additions, or deletions will be made known prior to the auction.

AGENCY: Schrader Real Estate and Auction Company, Inc. and their representatives are exclusive agents of the Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

CORRECTIONS AND CHANGES: Please arrive prior to scheduled auction time to inspect any changes or additions to the property information.

SELLER: Fite Trust



LOCATION MAP

LOCATION MAP

Inspection Dates:

Tuesday, Aug 29, 9AM-Noon

Saturday, Sept 16, 9AM-Noon

Monday, Sept 25, 5-7PM



Directions

To The Property: From the intersection of Bertha Parker Bypass and US 62 in Tahlequah, travel east on US 62, crossing the Illinois River, for approximately 4.6 miles. Turn left on N. Briggs Flat Rd and follow for 1.5 miles until you reach a 4-way intersection and make a slight left on N. Oakdale Dr. Follow Oakdale Dr for 2.4 miles, turn left at the T-intersection onto N 569 Rd toward Bathtub Rocks. Follow N 569 Road for 4.2 miles, crossing bathtub rocks. Property entrance will be on the left (watch for signs).

To The Auction: Northeastern State University's Multipurpose Event Center, 1041 N Grand Ave, Tahlequah, OK 74464
Located just south of the Doc Wadley (football) Stadium.

You may bid online during the auction at www.schraderauction.com.

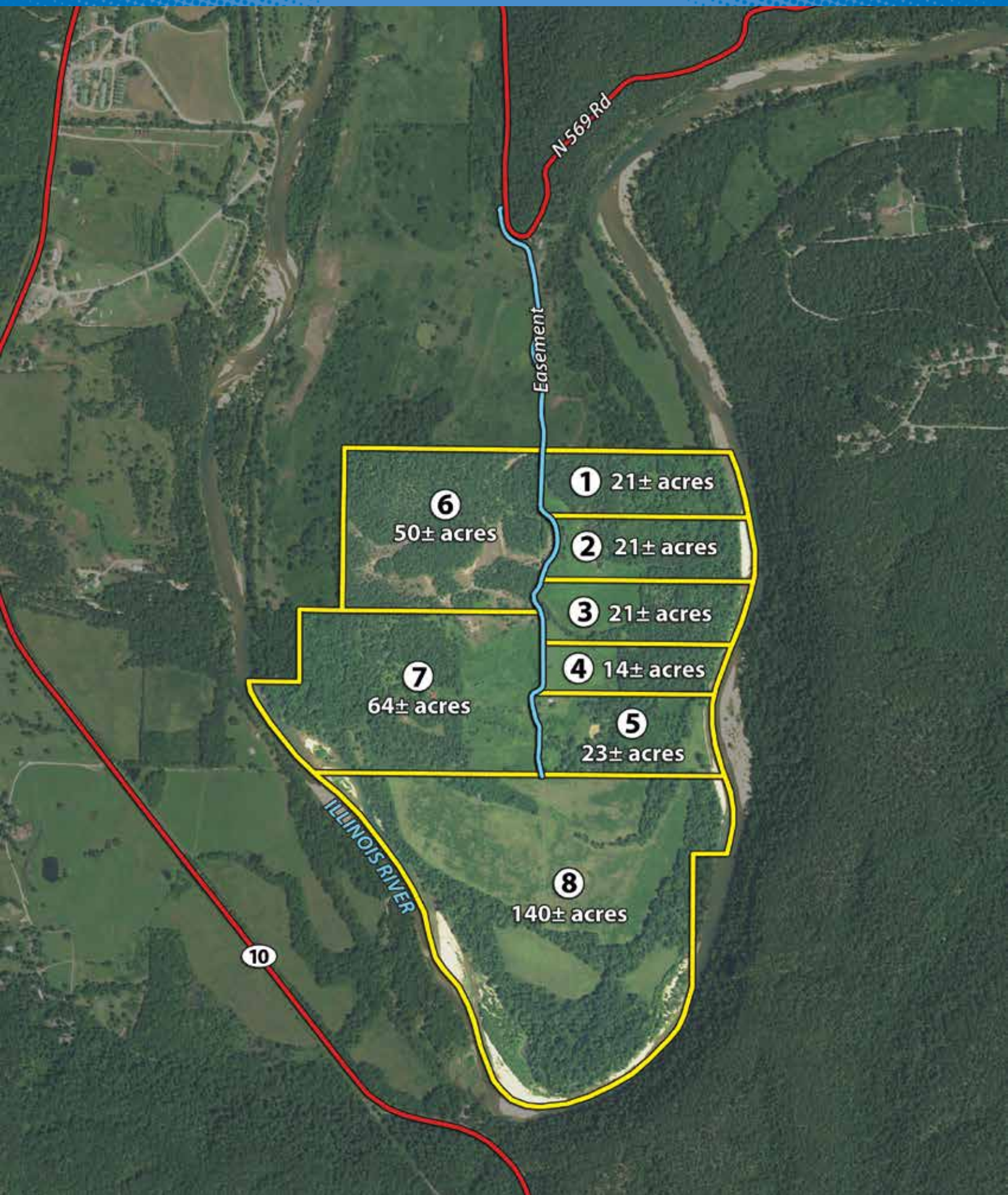
You **must be registered One Week in Advance of the Auction** to bid online. For online bidding information, call Kevin Jordan at Schrader Auction Co. - 800-451-2709.





TRACT MAP

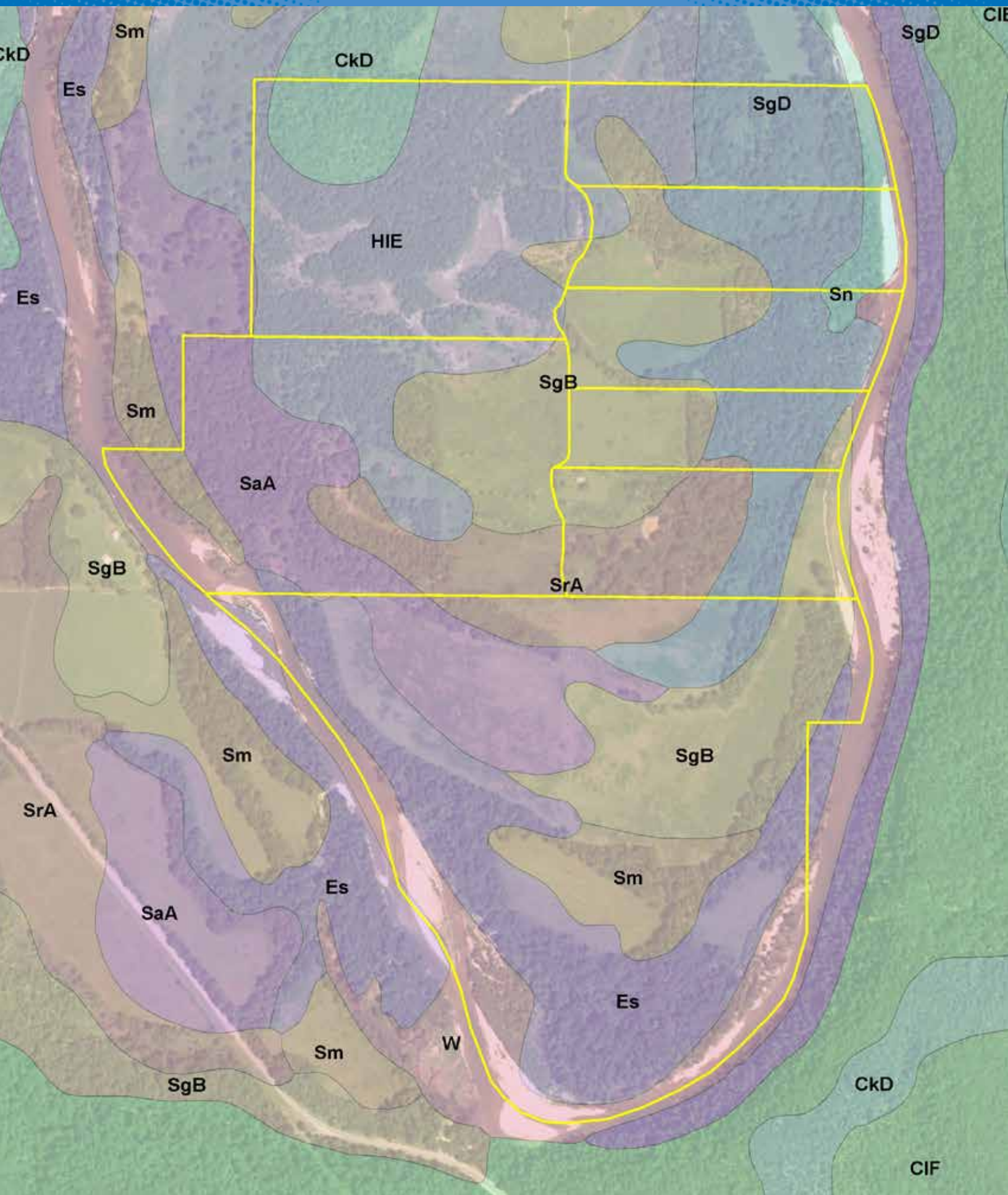
TRACT MAP



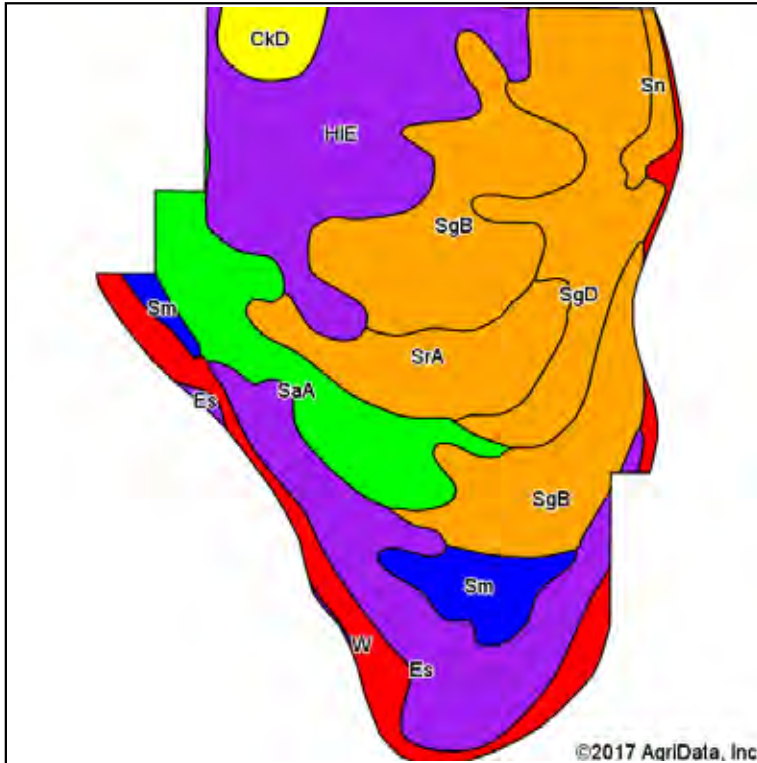


SOILS MAP

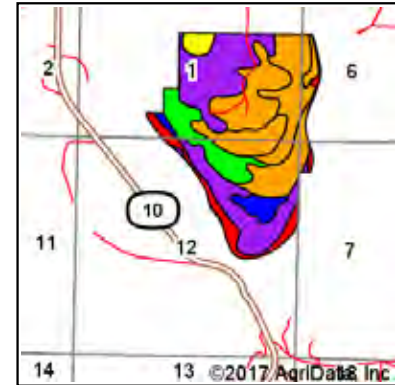
SOILS MAP



SOILS MAP



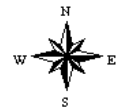
Soils data provided by USDA and NRCS.



State: **Oklahoma**
 County: **Cherokee**
 Location: **12-17N-22E**
 Township: **East Cherokee**
 Acres: **346.43**
 Date: **8/24/2017**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By
surety
 CUSTOMIZED ONLINE MAPPING
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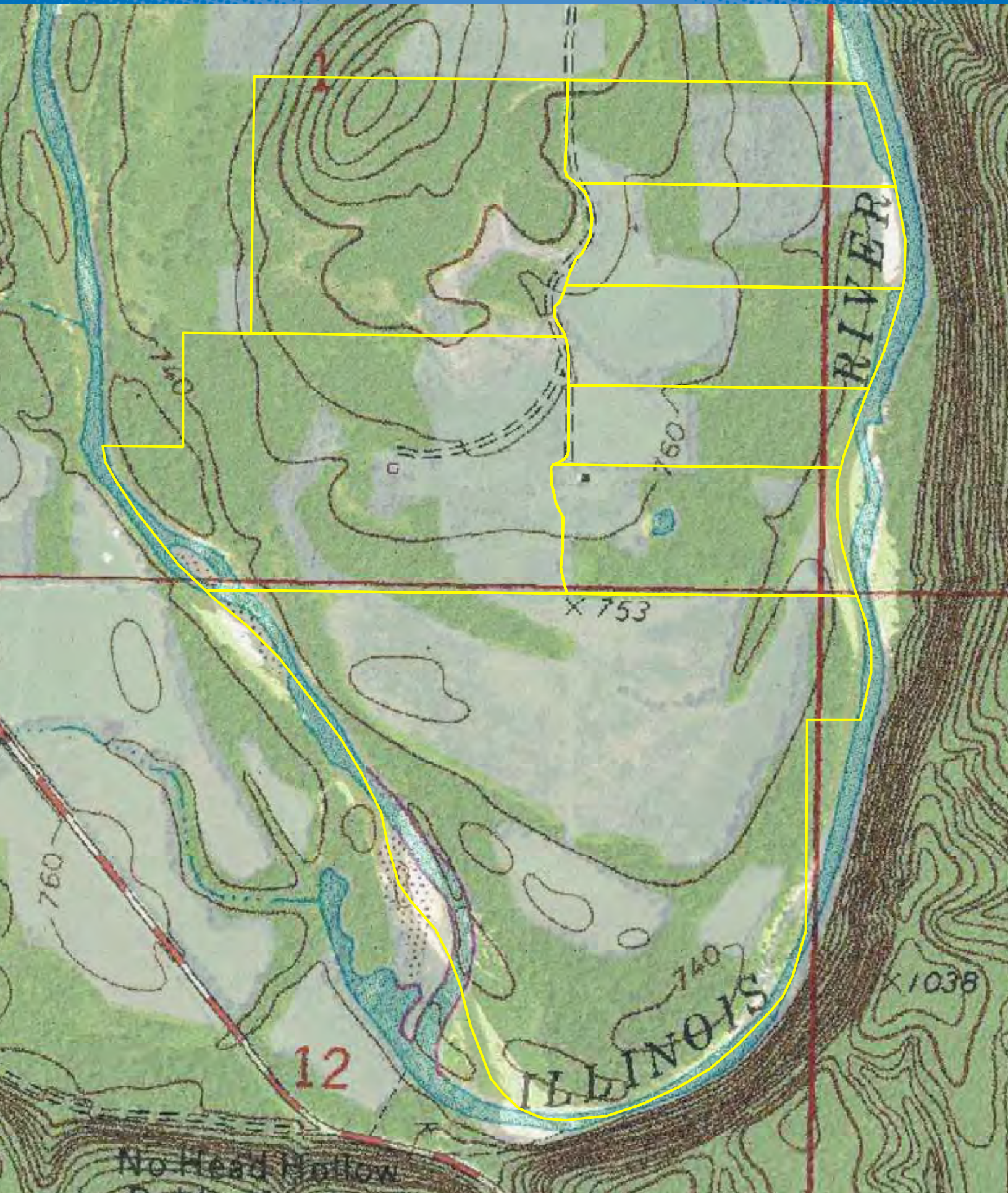
Area Symbol: OK021, Soil Area Version: 10

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Grain sorghum	Tall fescue	Wheat	Alfalfa hay	Common bermudagrass	Improved bermudagrass	Corn	Soybeans	Oats	Bahiagrass
SgB	Britwater gravelly silt loam, 1 to 3 percent slopes	74.37	21.5%		IIIe	77	7	27		7	8	71	24	57	
HIE	Enders-Linker-Hector association, 5 to 30 percent slopes	63.75	18.4%		VIIe					3					
Es	Elsah very gravelly loam, 0 to 3 percent slopes, frequently flooded	47.51	13.7%		Vw	9	7	4		6	8	8	2	4	
SgD	Britwater gravelly silt loam, 3 to 8 percent slopes	44.70	12.9%		IIIe		7			7	7	59		54	
SaA	Britwater silt loam, 0 to 1 percent slopes	35.59	10.3%		Iw	77	7	29		7	8	71	24	57	
W	Water	26.72	7.7%		VIIIw										
SrA	Stigler silt loam, 0 to 1 percent slopes	26.47	7.6%		IIIs	47	7	35			8	4	28	4	7
Sm	Healing silt loam, 0 to 1 percent slopes, occasionally flooded	14.41	4.2%		IIw	87	8	39	1	8	10	82	24	12	
CkD	Clarksville very gravelly silt loam, 1 to 8 percent slopes	8.15	2.4%		IVe	31	4	20			1				
Sn	Razort gravelly loam, 0 to 3 percent slopes, occasionally flooded	4.76	1.4%		IIIe	82	9	36	3	7	9	74	4	56	
Weighted Average						34.7	5.2	14.6	0.1	4.9	5.7	36	11.1	27.2	0.5

The background features a central horizontal band of light yellow with a fine halftone dot pattern. This band is framed by two sets of overlapping, wavy blue lines that create a sense of depth and movement. The outermost areas of the image are a solid, vibrant blue.

TOPOGRAPHIC MAP

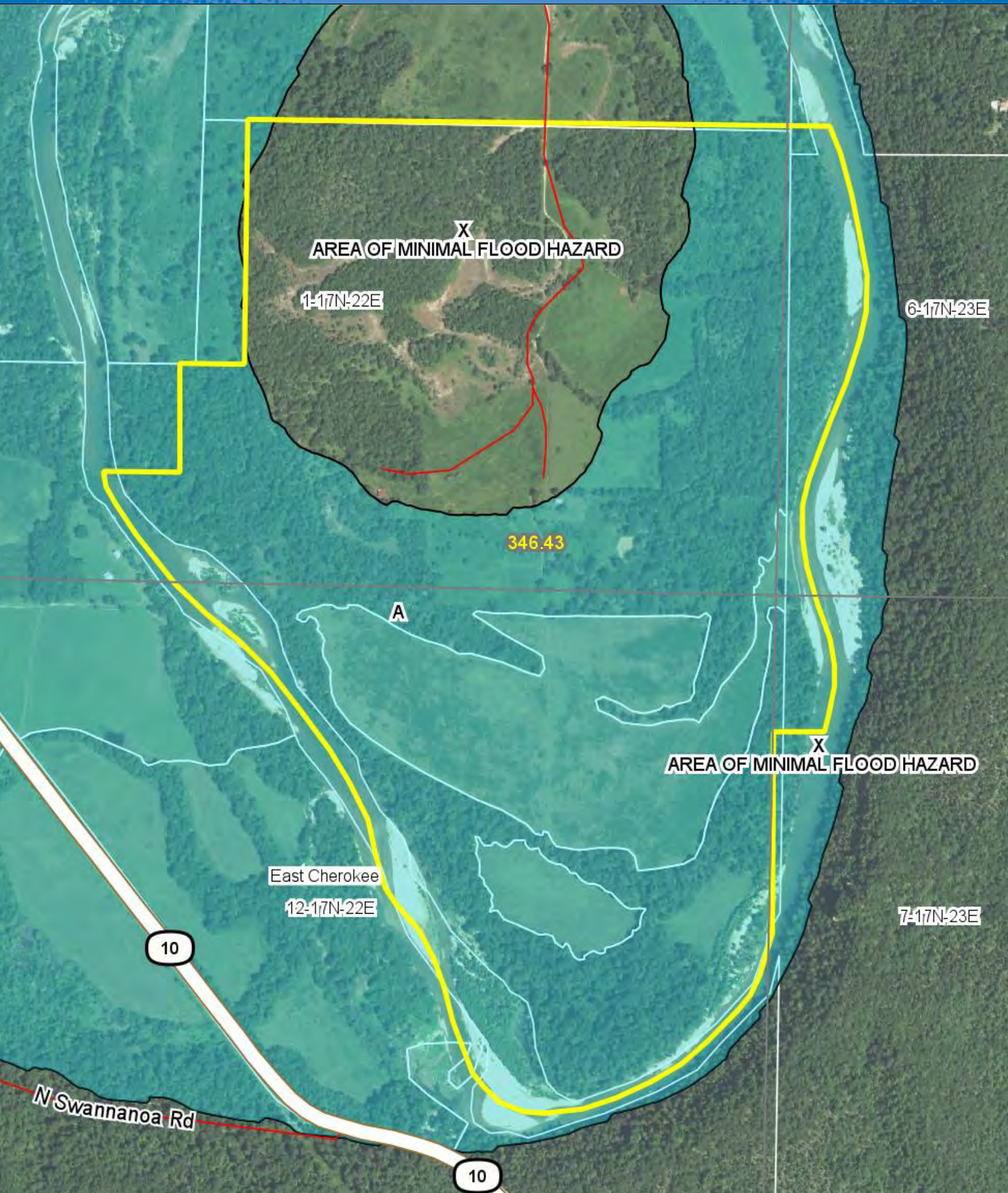
TOPOGRAPHIC MAP



The background of the cover features a central horizontal band of light yellow with a fine grid pattern. This band is framed by two sets of overlapping, wavy blue lines that create a sense of depth and movement. The outermost background is a solid blue color.

FLOOD ZONE MAP

FLOOD ZONE MAP





EASEMENT AGREEMENT & SURVEY

EASEMENT AGREEMENT



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04/25/2017 10:57 am Pg 0906-0916
Fee: \$ 33.00 Doc: \$ 0.00
Cheryl Trammel - Cherokee County Clerk
State of Oklahoma

UTILITY, ACCESS AND ROADWAY EASEMENT

This Utility, Access and Roadway Easement Agreement (the "Agreement") is made as of this 19th day of March, 2017 (the "Effective Date") by and between **BOKF N.A. d/b/a Bank of Oklahoma, as Trustee of The W. P. Fite Children's Fund Irrevocable Trust**, ("Grantee") and **Danny Hix and Anna Marie Sanders, joint tenants with right of survivorship**, (collectively or "Grantors"), (Grantee and Grantors together are to be referred to collectively as the "Parties").

WHEREAS, Grantee presently owns a parcel of real property (the "TRUST Property") as described on the attached Exhibit "A"; and

WHEREAS, Grantors are the owners of the adjacent parcel that has a common boundary with the Northern boundary of the TRUST Property (the "Adjacent Property"), as described on the attached Exhibit "B"; and

WHEREAS, due to the location of the TRUST Property, a Utility, Access and Roadway Easement is necessary for access to and from Cherokee County Road D4569 through the Adjacent Property, as no other access to any public road exists; and

WHEREAS, the parties have agreed to the location of a utility easement, access and roadway for the purposes of egress and ingress to the TRUST Property from Cherokee County Road D4569 in the location and dimensions over and across the Adjacent Property, as depicted on the attached Exhibit "C" (the "Roadway"); and

WHEREAS, the parties hereto desire for Grantors to grant to Grantee a non-exclusive perpetual easement for utilities, ingress and egress, the construction, and continued maintenance of such utilities, access and roadway over, across, and through the Adjacent Property to the TRUST Property;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. **Grant of Easement.** As of the Effective Date, Grantors, subject to the remaining provisions of this Agreement, hereby grant and convey to Grantee, its successors and/or assigns, a non-exclusive easement in, on, over, and through the Adjacent Property (the "Easement") for the use, improvement, construction and maintenance of utilities and an access and roadway to provide egress and ingress to and from the TRUST Property as described on Exhibit "C" hereto. Grantors consent to the use of the Easement by Grantee for all purposes in connection with the exercise of the Easement. The Easement shall also include the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on adjacent land, provided that the land shall be restored by Grantee to substantially the condition in which it was immediately

EASEMENT AGREEMENT

Utility, Access and Roadway Easement
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Cheryl Trammel - Cherokee County Clerk
State of Oklahoma

prior to such excavation, trenching, and backfilling; and the right to go upon adjoining land when necessary for working on said roadway, provided that any disturbance, damage or destruction to Grantors' properties caused by the maintenance permitted hereunder, shall be repaired and replaced at Grantee's expense, to substantially the same condition reasonably possible as existed prior to such maintenance to the fullest extent reasonable.

2. **Use.** This Easement shall be used by Grantee, or its invitees, lessees, grantees, successors and/or assigns for access to and from the TRUST Property only and for the construction, installation, and maintenance of utilities. This Agreement is not intended nor shall the same be construed as creating any rights in or for the benefit of the general public. Grantors shall not interfere with the rights of Grantee to free and unobstructed use of the Easement nor shall Grantors construct or maintain any permanent structures, including but not limited to fences, curbing, barriers or walls that would unreasonably interfere with such use. If the gate at the entrance to Grantors' property is to be kept locked by Grantors, Grantee will be provided a key to said lock. Grantee may at some time, in its discretion, install an electric gate with an entrance code to replace the existing gate at the entrance to Grantors' property. Should it do so, however, and if Grantors are not supplied with an entrance code, Grantee will also install a gate adjacent to the electric gate to provide Grantors access to their property.

3. **Maintenance and Repair.** Grantee shall be solely responsible for any and all costs of the construction, upkeep, maintenance and repair of the Easement to the satisfaction of Grantee; PROVIDED that the current or future owners of the Adjacent Property, shall be responsible for any repairs required as a result of any extraordinary or intentional damage caused by such owners, their invitees, lessees, grantees, successors and/or assigns. Any and all such construction, upkeep, maintenance and/or repairs shall be performed in a workmanlike manner.

4. **Improvement.** Grantee shall have the right, at its own expense, to improve the surface of any road upon the Easement, including, among other things, installing and maintaining a hard surface thereof.

5. **No Interest in Land.** Except as to the Easement granted herein, this Agreement does not convey title to or any interest in the Adjacent Property, and Grantors retain the right to use and occupy the Adjacent Property for any and all purposes not inconsistent with this Agreement.

6. **Construction of Fence.** Only in the event of the sale of the TRUST Property by Grantee, within ninety (90) days of the closing of such sale the boundary line between the TRUST Property and the Adjacent Property, as well as the boundary line between the TRUST property and the SE/4 of the NE/4 of Section 1, Township 17 North, Range 27 East of the Indian Base and Meridian, Cherokee County, Oklahoma, shall be surveyed, and a new five-strand barbed wire boundary fence shall be erected on the said boundary lines as shown by said survey as soon as practicable thereafter. The Grantee or its successor in interest shall be responsible for

EASEMENT AGREEMENT

Utility, Access and Roadway Easement
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the cost of any such survey, and the Grantee and Grantors, or their successors in interest, shall share 50/50 in the cost of all materials and labor incurred in erecting the fence. PROVIDED, however, that prior to any such sale as above described, either party has the right to conduct such survey and to erect such fence at its or their own expense.

7. **No Fencing of Easement.** The Easement shall not be fenced where it passes over the Adjacent Property without the express permission of Grantors.

8. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or nationally recognized overnight courier, and shall be considered given upon receipt, addressed to the addresses as follows:

To Grantee: Mark W. Moehle
Vice President/Manager, Farm and Ranch Group
Bank of Oklahoma Financial
5727 South Lewis Avenue, Suite 620
Tulsa, OK 74105.

To Grantors: Danny Hix
12231 N. 569 Road
Proctor, OK 74457

Anna Marie Sanders
22904 E. 815 Road
Welling, OK 74471.

All parties shall be notified as provided herein of any changes of address to which notice is to be sent, or of any change in ownership of either the TRUST Property or the Adjacent Property. Notice to such new address(es) shall be effective for the purposes of this Section.

9. **Successors and Assigns.** The rights and obligations contained in this Agreement shall be deemed to be covenants running with the land and are intended to and shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

10. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret this Agreement or the rights granted hereby.

11. **Entire Agreement.** This document contains the entire agreement between the Parties regarding the matters herein, and there are no other terms, conditions, promises, under-

EASEMENT AGREEMENT

Utility, Access and Roadway Easement
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State of Oklahoma

takings, statements or representations, express or implied, concerning the matters contemplated by this document.

12. **Attorneys' Fees.** If it shall be necessary for a party to employ an attorney to enforce its rights or to restrain the violation of this Agreement or any provision hereof, the non-prevailing party in any legal action shall reimburse the prevailing party for its reasonable attorneys' fees and court costs incurred, including any appeals, as may be determined by any court of competent jurisdiction.

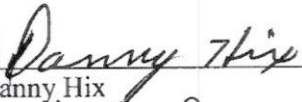
13. **Severability.** Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by the same and shall be enforceable to the fullest extent permitted by law.

14. **Grantee a Fiduciary.** Grantee is acting as a fiduciary and is executing this instrument strictly in its fiduciary capacity, and Grantee shall have no liability whatsoever in its separate corporate and/or individual capacity on any agreement, covenant or representation contained in this instrument. Notwithstanding anything contained herein, Grantee makes no warranties, either expressed or implied regarding the Trust Property.

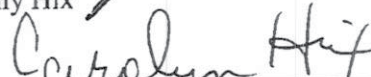
15. **Counterparts.** This instrument may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

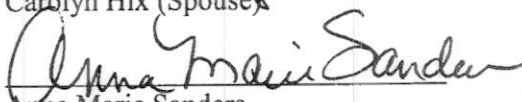
GRANTORS:



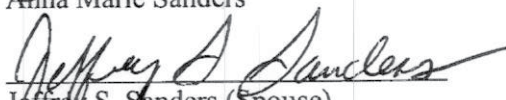
Danny Hix



Carolyn Hix (Spouse)



Anna Marie Sanders



Jeffrey S. Sanders (Spouse)

EASEMENT AGREEMENT

Utility, Access and Roadway Easement
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04/25/2017 10:57 am Pg 0906-0916
Fee: \$ 33.00 Doc: \$ 0.00
Cheryl Trammel - Cherokee County Clerk
State of Oklahoma

GRANTEE:

BOKF N.A. d/b/a Bank of Oklahoma, as Trustee
Of the W. P. Fite Children's Fund Irrevocable
Trust

Title:

ACKNOWLEDGMENTS--GRANTORS

STATE OF OKLAHOMA)
) ss.
COUNTY OF ~~TULSA~~)
 CHEROKEE)

BE IT REMEMBERED that on this 19th day of April, 2017, before the undersigned, a Notary Public, qualified and acting within and for the said County and State, appeared in person the within named **Danny Hix and Carolyn Hix, Husband and Wife**, to me personally well known (or satisfactorily proven to be), and each of whom stated and acknowledged that he or she had signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Deana J. Shirrel
Notary Public

My Commission Expires:
12/14/2020



EASEMENT AGREEMENT

Utility, Access and Roadway Easement
Page Six

I-2017-003076 Book 1174 Pg: 911
04/25/2017 10:57 am Pg 0906-0916
Fee: \$ 33.00 Doc: \$ 0.00
Cheryl Trammel - Cherokee County Clerk
State of Oklahoma

STATE OF OKLAHOMA)
) ss.
COUNTY OF ~~TULSA~~)
 CHEROKEE

BE IT REMEMBERED that on this 11th day of April, 2017, before the undersigned, a Notary Public, qualified and acting within and for the said County and State, appeared in person the within named **Anna Marie Sanders and Jeffrey S. Sanders, Wife and Husband**, to me personally well known (or satisfactorily proven to be), and each of whom stated and acknowledged that he or she had signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Deana J. Shirrel
Notary Public

My Commission Expires:
12/14/2020



ACKNOWLEDGMENT--GRANTEE

STATE OF OKLAHOMA)
) ss.
COUNTY OF CHEROKEE)

BE IT REMEMBERED that on this ____ day of _____, 2017, before the undersigned, a Notary Public, qualified and acting within and for the said County and State, appeared in person the within named _____ of BOKF N.A., d/b/a Bank of Oklahoma, Trustee of the W. P. Fite Children's Fund Irrevocable Trust, to me personally well known (or satisfactorily proven to be), and stated that he was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Notary Public

My Commission Expires:

EASEMENT AGREEMENT

Utility, Access and Roadway Easement
Page Seven

I-2017-003076 Book 1174 Pg: 912
04/25/2017 10:57 am Pg 0906-0916
Fee: \$ 33.00 Doc: \$ 0.00
Cheryl Trammel - Cherokee County Clerk
State of Oklahoma

GRANTEE:

BOKF N.A. d/b/a Bank of Oklahoma, as Trustee
Of the W. P. Fite Children's Fund Irrevocable
Trust

by: 
Title: *Sr. Vice President & Trust Officer*

ACKNOWLEDGMENTS--GRANTORS

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BE IT REMEMBERED that on this _____ day of _____, 2017, before the undersigned, a Notary Public, qualified and acting within and for the said County and State, appeared in person the within named **Danny Hix and Carolyn Hix, Husband and Wife**, to me personally well known (or satisfactorily proven to be), and each of whom stated and acknowledged that he or she had signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Notary Public

My Commission Expires:

EASEMENT AGREEMENT

Utility, Access, and Roadway Easement
Page Eight

I-2017-003076 Book 1174 Pg: 913
04/25/2017 10:57 am Pg 0906-0916
Fee: \$ 33.00 Doc: \$ 0.00
Cheryl Trammel - Cherokee County Clerk
State of Oklahoma

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BE IT REMEMBERED that on this ____ day of _____, 2017, before the undersigned, a Notary Public, qualified and acting within and for the said County and State, appeared in person the within named **Anna Marie Sanders and Jeffrey S. Sanders, Wife and Husband**, to me personally well known (or satisfactorily proven to be), and each of whom stated and acknowledged that he or she had signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT--GRANTEE

STATE OF OKLAHOMA)
) ss.
COUNTY OF ~~CHEROKEE~~ ^{OKLAHOMA})

BE IT REMEMBERED that on this 18 day of Jan., 2017, before the undersigned, a Notary Public, qualified and acting within and for the said County and State, appeared in person the within named Mark Moehle of BOKF N.A., d/b/a Bank of Oklahoma, Trustee of the W. P. Fite Children's Fund Irrevocable Trust, to me personally well known (or satisfactorily proven to be), and stated that he was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Kathy Crane
Notary Public

My Commission Expires:
8-21-2018



EASEMENT AGREEMENT

I-2017-003076 Book 1174 Pg: 914
04/25/2017 10:57 am Pg 0906-0916
Fee: \$ 33.00 Doc: \$ 0.00
Cheryl Trammel - Cherokee County Clerk
State of Oklahoma

EXHIBIT "A"

(Legal Description of the "TRUST Property")

The North Half (N/2) of the Southeast Quarter (SE/4), and the South Half (S/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4), and the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4), and the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4), and the East Half (E/2) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4), and that part of the East Half (E/2) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) lying north and east of the center line of the main channel of the Illinois River, and that part of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) lying north and east of the center line of the main channel of the Illinois River in Section 1, Township 17 North (T17N), Range 22 East (R22E); and that part of the North Half (N/2) and of the North Half (N/2) of the North Half (N/2) of the Southeast Quarter (SE/4) lying within the bend of the Illinois River inside the center line of the main channel of the Illinois River in Section 12, Township 17 North (T17N), Range 22 East (R22E); and that part of the West Half (W/2) of the Southwest Quarter (SW/4) lying west of the center line of the main channel of the Illinois River in Section 6, Township 17 North (T17N), Range 23 East (R23E); and that part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) lying west of the center line of the main channel of the Illinois River in Section 7, Township 17 North (T17N), Range 23 East (R23E), all in Cherokee County, Oklahoma.

EASEMENT AGREEMENT

I-2017-003076 Book 1174 Pg: 915
04/25/2017 10:57 am Pg 0906-0916
Fee: \$ 33.00 Doc: \$ 0.00
Cheryl Trammel - Cherokee County Clerk
State of Oklahoma

EXHIBIT "B"

(Legal Description of the "Adjacent Property")

The East 20.00 acres of Lot 3 and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and all of Lot 2 and Lot 1 LESS AND EXCEPT that part of Lot 1 lying East of the Illinois River and The W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 1, Township 17 North, Range 22 East of the Indian Base and Meridian, Cherokee County, Oklahoma.

AND

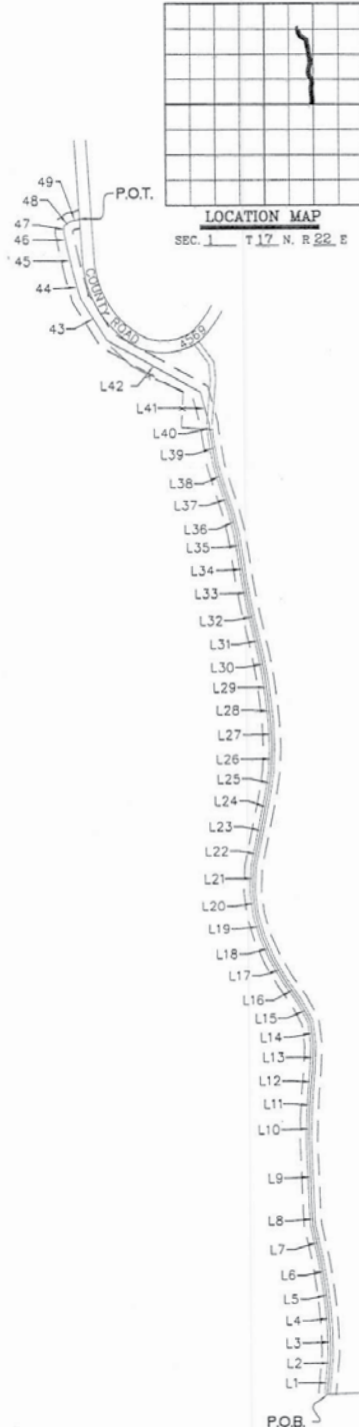
Beginning at the NW/Corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 17 North, Range 22 East of the Indian Base and Meridian, Cherokee County, Oklahoma; thence South 1320.00 feet; thence East 660.00 feet; thence South 1320.00 feet; thence West 660.00 feet; thence South 1320.00 feet; thence West 525.00 feet to the center of the main channel of the Illinois River; thence in a Northerly direction, along the center of the main channel of the Illinois River to the Point of Beginning.

9695-02
00416395

EASEMENT SURVEY

ACCESS EASEMENT

Line #	Direction	Length
L1	N5°38'22"E	37.64
L2	N5°11'58"E	29.59
L3	N1°29'53"W	39.73
L4	N4°55'12"W	39.98
L5	N7°05'11"W	40.20
L6	N8°49'56"W	40.16
L7	N12°20'32"W	62.18
L8	N3°35'04"W	20.52
L9	N2°15'00"W	122.51
L10	N1°37'38"E	40.36
L11	N3°11'30"E	41.03
L12	N5°29'00"E	40.20
L13	N2°49'17"E	40.51
L14	N6°58'10"W	40.05
L15	N28°31'49"W	39.75
L16	N35°18'24"W	41.33
L17	N30°28'34"W	41.69
L18	N23°36'37"W	41.95
L19	N16°29'23"W	41.39
L20	N6°54'28"W	41.58
L21	N2°55'59"E	41.39
L22	N11°57'52"E	41.53
L23	N11°34'51"E	41.27
L24	N11°43'36"E	41.25
L25	N9°01'18"E	39.85
L26	N2°23'35"E	41.03
L27	N2°30'58"W	40.39
L28	N6°11'49"W	40.25
L29	N7°54'53"W	40.42
L30	N10°59'25"W	40.36
L31	N12°52'00"W	40.91
L32	N12°42'47"W	41.22
L33	N11°28'50"W	40.71
L34	N8°53'07"W	40.14
L35	N9°25'50"W	39.91
L36	N14°20'46"W	41.26
L37	N18°27'57"W	40.56
L38	N16°54'02"W	40.91
L39	N9°34'57"W	56.75
L40	N5°00'17"W	12.01
L41	N15°07'55"W	57.13
L42	N61°01'42"W	181.78
L43	N32°43'48"W	83.22
L44	N16°50'16"W	38.86
L45	N13°18'07"W	49.71
L46	N11°36'40"W	23.87
L47	N1°43'13"W	11.83
L48	N56°25'49"E	12.80
L49	N75°37'20"E	16.78



EASEMENT DESCRIPTION
A strip of land 30.00 foot in width, being 15.00 feet each side of the following described centerline; Commencing at the E1/4 Corner of Section 1, T17N, R22E of the I.B.&M., Cherokee County, State of Oklahoma, thence S88°18'44"W along the South line of the NE1/4 of Section 1 a distance of 1364.47 feet to the Point of Beginning, thence N5°38'22"E a distance of 37.64 feet; thence N5°11'58"E a distance of 29.59 feet; thence N1°29'53"W a distance of 39.73 feet; thence N4°55'12"W a distance of 39.98 feet; thence N7°05'11"W a distance of 40.20 feet; thence N8°49'56"W a distance of 40.16 feet; thence N12°20'32"W a distance of 62.18 feet; thence N3°35'04"W a distance of 20.52 feet; thence N2°15'00"W a distance of 122.51 feet; thence N1°37'38"E a distance of 40.36 feet; thence N3°11'30"E a distance of 41.03 feet; thence N5°29'00"E a distance of 40.20 feet; thence N2°49'17"E a distance of 40.51 feet; thence N6°58'10"W a distance of 40.05 feet; thence N28°31'49"W a distance of 39.75 feet; thence N35°18'24"W a distance of 41.33 feet; thence N30°28'34"W a distance of 41.69 feet; thence N23°36'37"W a distance of 41.95 feet; thence N16°29'23"W a distance of 41.39 feet; thence N6°54'28"W a distance of 41.58 feet; thence N2°55'59"E a distance of 41.39 feet; thence N11°57'52"E a distance of 41.53 feet; thence N11°34'51"E a distance of 41.27 feet; thence N11°43'36"E a distance of 41.25 feet; thence N9°01'18"E a distance of 39.85 feet; thence N2°23'35"E a distance of 41.03 feet; thence N2°30'58"W a distance of 40.39 feet; thence N6°11'49"W a distance of 40.25 feet; thence N7°54'53"W a distance of 40.42 feet; thence N10°59'25"W a distance of 40.36 feet; thence N12°52'00"W a distance of 40.91 feet; thence N12°42'47"W a distance of 41.22 feet; thence N11°28'50"W a distance of 40.71 feet; thence N8°53'07"W a distance of 40.14 feet; thence N9°25'50"W a distance of 39.91 feet; thence N14°20'46"W a distance of 41.26 feet; thence N18°27'57"W a distance of 40.56 feet; thence N16°54'02"W a distance of 40.91 feet; thence N9°34'57"W a distance of 56.75 feet; thence N5°00'17"W a distance of 12.01 feet; thence N15°07'55"W a distance of 57.13 feet; thence N61°01'42"W a distance of 181.78 feet; thence N32°43'48"W a distance of 83.22 feet; thence N16°50'16"W a distance of 38.86 feet; thence N13°18'07"W a distance of 49.71 feet; thence N11°36'40"W a distance of 23.87 feet; thence N1°43'13"W a distance of 11.83 feet; thence N56°25'49"E a distance of 12.80 feet; thence N75°37'20"E a distance of 16.78 feet to the Point of Termination on county road 4569.



Edward R. Seaton
EDWARD R. SEATON, LAND SURVEYOR NO. 1353

Heartland Surveying & Mapping, PLLC

CA #4849
600 Emporia St., Ste. "C"
Muskogee, Oklahoma 74401
(918) 682-7796

FOR: BRENT WELLINGS
REV. DATE: 12/22/16
REV. DATE: 11/17/16
REV. DATE: 10/17/16
DATE: 7/14/16

THIS SURVEY MEETS MINIMUM TECHNICAL SURVEY STANDARDS.

⊙ = IRON PIN
—x— = FENCE

SCALE: 200'
W.O.# 5467-4

SURVEYED BY: ES/JT/JP
DRAWN BY: AM
LAST SITE VISIT: 12/22/16

FILE NAME



TAX STATEMENTS

TAX STATEMENTS

07/21/2017 12:37 9184586581

CHEROKEE

PAGE 01/06

Date: 7/21/2017

Property Assessment Information

Marsha Trammel, Cherokee County Assessor

Tahlequah, Oklahoma 74464

Parcel Number 0000-12-17N-22E-0-004-00

School District D-10 Rural

Name FIRST NAT'L BANK & TRUST

Deed Book/Page /

Owner Number 10,848.00

Tax ID: 11,161

Legal Description

T17N R22E S12

THAT PT N/2 N/2 SE LYING WITHIN BEND OF ILL RIVER INSIDE CNTR OF MAIN CHANNEL
OF RIVER

Acres 3.000

Lots

Land Use RuralRes

	Market	Assessed
Land	213	23
Improvements	0	0
Misc	0	0
Mfg Home	0	0
Total	213	23
Base Homestead		0
Additional Homestead		0
Disabled Veteran		0
Net Assessed		23

Mail Address

FIRST NAT'L BANK & TRUST
BANK OF OKLAHOMA NA TRUSTEE
9520 N MAY AVE
LOWER LEVEL
OKLAHOMA CITY, OK. 73120

Property Location

Coordinate Information		
Description	Latitude	Longitude
Land	35.96601N	94.90865W

TAX STATEMENTS

07/21/2017 12:37
Date: 7/21/2017

9184586581

CHERCOAS

PAGE 02/06

Property Assessment Information

Marsha Trammel, Cherokee County Assessor
Tahlequah, Oklahoma 74464

Parcel Number 0000-12-17N-22E-0-005-00
Name FIRST NAT'L BANK & TRUST
Owner Number 10,848.00

School District D-10 Rural
Deed Book/Page /
Tax ID: 11,162

Legal Description

T17N R22E S12
THAT PT OF NE LYING WITHIN BEND OF ILL RIVER INSIDE CNTR LN OF MAIN CHANNEL
OF RIVER

Acres 108.500

Lots

Land Use RuralAg

	Market	Assessed
Land	7,665	843
Improvements	0	0
Misc	0	0
Mfg Home	0	0
Total	7,665	843
Base Homestead		0
Additional Homestead		0
Disabled Veteran		0
Net Assessed		843

Mail Address

FIRST NAT'L BANK & TRUST
%BANK OF OKLAHOM N A TRUSTEE
9520 N MAY AVE
LOWER LEVEL
OKLAHOMA CITY, OK. 73120

Property Location

Coordinate Information		
Description	Latitude	Longitude

TAX STATEMENTS

07/21/2017 12:37
Date: 7/21/2017

9184586581

CHEROKEE

PAGE 03/06

Property Assessment Information

Marsha Trammel, Cherokee County Assessor
Tahlequah, Oklahoma 74464

Parcel Number 0000-12-17N-22E-0-006-00
Name FIRST NAT'L BANK & TRUST
Owner Number 10,848.00

School District D-10 Rural
Deed Book/Page /

Tax ID: 11,163

Legal Description

T17N R22E S12
THAT PT NW LYING WITHIN BEND OF ILL RIVER INSIDE CNTR LN MAIN CHANNEL

Acres 26.000

Lots

Land Use RuralAg

	Market	Assessed
Land	3,065	337
Improvements	0	0
Misc	0	0
Mfg Home	0	0
Total	3,065	337
Base Homestead		0
Additional Homestead		0
Disabled Veteran		0
Net Assessed		337

Mail Address

FIRST NAT'L BANK & TRUST
%BANK OF OKLAHOMA N A TRUSTEE
9520 N MAY AVE
LOWER LEVEL
OKLAHOMA CITY, OK. 73120

Property Location

Coordinate Information
Description Latitude Longitude

TAX STATEMENTS

07/21/2017 12:37 9184586581

CHERCOAS

PAGE 04/06

Date: 7/21/2017

Property Assessment Information
Marsha Trammel, Cherokee County Assessor
Tahlequah, Oklahoma 74464

Parcel Number 0000-06-17N-23E-0-007-00
Name FIRST NAT'L BANK & TRUST
Owner Number 10,848.00

School District I-35 Rural
Deed Book/Page /
Tax ID: 12,424

Legal Description

T17N R23E S06
THAT PT OF W/2 SW W OF CTR LINE OF MAIN CHANNEL OF ILL RIVER

Acres 12.000

Lots

Land Use RuralRes

	Market	Assessed
Land	4,631	509
Improvements	0	0
Misc	0	0
Mfg Home	0	0
Total	4,631	509
Base Homestead		0
Additional Homestead		0
Disabled Veteran		0
Net Assessed		509

Mail Address

FIRST NAT'L BANK & TRUST
CO TRUSTEES %BANK OF OKLAHOMA
9520 N MAY AVE
LOWER LEVEL
OKLAHOMA CITY, OK. 73120

Property Location

Coordinate Information

Description	Latitude	Longitude
Land	35.97517N	94.90322W

TAX STATEMENTS

07/21/2017 12:37 9184586581

CHEROKEE

PAGE 05/05

Date: 7/21/2017

Property Assessment Information

Marsha Trammel, Cherokee County Assessor
Tahlequah, Oklahoma 74464

Parcel Number 0000-01-17N-22E-0-006-00

School District D-10 Rural

Name FIRST NAT'L BANK & TRUST CO

Deed Book/Page /

Owner Number 10,848.00

Tax ID: 10,773

Legal Description

T17N R22E S01

N/2 SE & S/2 SE SE & NW SE SE & SW SE & E/2 NE SW LESS PT & THAT PT OF NE SE
SW N & E OF ILL RIVER & THAT PT S/2 SE SW LYING N & E OF CTR LN OF MAIN
CHANNEL OF ILL RIVER & NE SE SE

Acres 202.000

Lots

Land Use RuralAg

	Market	Assessed
Land	36,743	4,042
Improvements	0	0
Misc	0	0
Mfg Home	0	0
Total	36,743	4,042
Base Homestead		0
Additional Homestead		0
Disabled Veteran		0
Net Assessed		4,042

Mail Address

FIRST NAT'L BANK & TRUST CO
TRUSTEE %BANK OF OKLAHOMA NA
9520 N MAY AVE
LOWER LEVEL
OKLAHOMA CITY, OK. 73120

Property Location

Coordinate Information

Description	Latitude	Longitude
Land	35.97703N	94.91068W

TAX STATEMENTS

07/21/2017 12:37 9184586581

CHERCOAS

PAGE 06/06

Date: 7/21/2017

Property Assessment Information
Marsha Trammel, Cherokee County Assessor
Tahlequah, Oklahoma 74464

Parcel Number 0000-07-17N-23E-0-005-00
Name FIRST NAT'L BANK & TRUST CO
Owner Number 10,848.00

School District I-35 Rural
Deed Book/Page /
Tax ID: 12,450

Legal Description

T17N R23E S07
THAT PT OF NW NW NW W OF CTR LINE OF MAIN CHNL OF ILL RVR

Acres 2.500

Lots

Land Use RuralRes

	Market	Assessed
Land	3,209	353
Improvements	0	0
Misc	0	0
Mfg Home	0	0
Total	3,209	353
Base Homestead		0
Additional Homestead		0
Disabled Veteran		0
Net Assessed		353

Mail Address

FIRST NAT'L BANK & TRUST CO
(TRUSTEE) %BANK OF OKLAHOMA NA
9520 N MAY AVE
LOWER LEVEL
OKLAHOMA CITY, OK. 73120

Property Location

Coordinate Information

Description	Latitude	Longitude
Land	35.97249N	94.90398W



TITLE COMMITMENT

TITLE COMMITMENT

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A. This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Note:

Continued on back page

Caree A. Davis
Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By [Signature] President
Attest David Wald Secretary

TITLE COMMITMENT

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
You may review a copy of the arbitration rules at: <http://www.alta.org/>.

TITLE COMMITMENT

File No: 17-1700T
Revised 8-2-2017
Revised 8-25-2017

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE A

Non-Residential Address Reference: No Address Available, Tahlequah, OK 74464

1. Effective Date: **July 28, 2017 at 07:00 am**
2. Policy or Policies to be issued: Amount
 - a. ☒ ALTA Owner's Policy (6-17-06): **\$To Be Determined**
Proposed Insured: **To Be Determined**
 - b. ☒ ALTA Loan Policy (6-17-06): **\$To Be Determined**
Proposed Insured: **To Be Determined, its successors and/or assigns, as their respective interests may appear.**
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple Estate**.
4. Title to the **Fee Simple Estate** estate or interest in the land is at the Effective Date vested in: **THE FIRST NATIONAL BANK AND TRUST COMPANY OF MUSKOGEE, TRUSTEE UNDER AGREEMENT WITH WM. P. FITE**
5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

Countersigned
Tahlequah Abstract & Title Co., Inc.

By: Carol A. Davis
Authorized Signatory
Carol A. Davis, #40038798

TITLE COMMITMENT

EXHIBIT "A"

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and All that part of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, lying North and East of the Center line of the main channel of the Illinois River and All that part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, lying North and East of the Center line of the main channel of the Illinois River, all in Section 1, Township 17 North, Range 22 East of the Indian Base and Meridian, Cherokee County, Oklahoma.

AND

All that part of the N $\frac{1}{2}$ and the N $\frac{1}{2}$ of the SE $\frac{1}{4}$, lying North and East of the main channel of the Illinois River in Section 12, Township 17 North, Range 22 East of the Indian Base and Meridian, Cherokee County, Oklahoma.

LESS AND EXCEPT: All that part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, lying North and East of the Center line of the main channel of the Illinois River and All that part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, lying North and East of the Center line of the main channel of the Illinois River, all in Section 12, Township 17 North, Range 22 East of the Indian Base and Meridian, Cherokee County, Oklahoma.

AND

All that part of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$, lying West of the Centerline of the main channel of the Illinois River, in Section 6, Township 17 North, Range 23 East of the Indian Base and Meridian, Cherokee County, Oklahoma.

AND

All that part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, lying West of the Main channel of the Illinois River, in Section 7, Township 17 North, Range 23 East of the Indian Base and Meridian, Cherokee County, Oklahoma.

AND

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 1, Township 17 North, Range 22 East of the Indian Base and Meridian, Cherokee County, Oklahoma.

LESS AND EXCEPT: The W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 17 North, Range 22 East of the Indian Base and Meridian, Cherokee County, Oklahoma.

AND

All that part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, lying North and East of the Center line of the main channel of the Illinois River and All that part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, lying North and East of the Center line of the main channel of the Illinois River, all in Section 12, Township 17 North, Range 22 East of the Indian Base and Meridian, Cherokee County, Oklahoma.

TITLE COMMITMENT

File No: 17-1700T

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE B

I. Requirements:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded. Note: If the Seller or mortgagor are individuals, the deed and/or mortgage must show marital status, and if married be joined by spouse.
4. You must tell us in writing the name of anyone not referenced in this Commitment who will get an interest in the land or who will make a loan on the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Furnish a properly executed Owner/Seller, Buyer/Borrower affidavit.
6. Final policy cannot be issued unless abstract certificate date, which is July 28, 2017 at 7:00 A.M., is not more than 180 days from the recording date of the instruments to be insured. Additional charges may apply if instruments not recorded within 180 days.
7. A Deed of Exchange between The First National Bank and Trust Company of Muskogee, Trustee under Agreement with Wm. P. Fite and E. Halsell Fite, joined by his wife, Elizabeth W. Fite and Julian B. Fite, joined by his wife Helen K. Fite, conveying the property which is the subject of this opinion to The First National Bank and Trust Company of Muskogee, Trustee under Agreement with Wm. P. Fite, dated July 17, 1963, filed with the Cherokee County Clerk on July 22, 1963 in Book 172 at Page 111. The legal description stated in the deed is erroneous, thus clouding title. Accordingly, an affidavit correcting the legal description must be executed and filed of record, pursuant to 16 O.S. Sec. 82-84.
8. Secure a properly executed Trustee's Deed from The First National Bank and Trust Company of Muskogee, Trustee Under Agreement with Wm. P. Fite, to To Be Determined.
9. Secure a properly executed Mortgage from To Be Determined, joined by spouse if married or set out marital status if not, to you, securing payment of your loan.
10. Secure a properly executed Gap Check from the abstractor in Cherokee County to make sure no liens/judgments have been filed ahead of insured estate before closing escrow.
11. Continue abstract to date showing requirements met, policy will issue.

- 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:

TITLE COMMITMENT

File No: 17-1700T

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 but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. **Easements, claims of easements and rights or claims of parties in possession not shown by the public records.**
3. **Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any facts which a pin survey and inspection of the premises would disclose. Note: If the property is improved with a single-family residential dwelling house and the Company is provided with a satisfactory inspection, showing no encroachments, this exception will be deleted from the Mortgagee Policy and will be modified on the Owner Policy to include the following: "This policy insures against loss or damage arising from the entry of a Final Judgment of a court of competent jurisdiction which requires the insured to remove an existing residential structure other than a boundary wall or fence because it extends onto adjoining land, onto any easement or over any building set back line."**
4. **Any lien or right to a lien imposed by law for services, labor or material heretofore or hereafter furnished, except for any such lien the assertion of which by a claimant is shown by the public records at Date of Policy.**
5. **Taxes for the year 2017 and subsequent years, and taxes or assessments which are not shown as existing liens by the public records.**
6. **Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.**
7. **Water rights, claims or title to water, whether or not shown by the public records.**
8. **A road easement granted to the State of Oklahoma, filed with the Cherokee County Clerk on January 29, 1926 in Book 66 at Page 391.**
9. **A Dedication Deed for Public Highway granted to the State of Oklahoma, filed with the Cherokee County Clerk on October 16, 1950 in Book 124 at Page 46.**
10. **A Dedication Deed for Public Highway granted to the State of Oklahoma, filed with the Cherokee County Clerk on October 27, 1952 in Book 132 at Page 40.**
11. **A right-of-way grant to Lake Region Cooperative, filed with the Cherokee County Clerk on September 25, 1998 in Book 615 at Page 94.**
12. **A right-of-way grant to Lake Region Cooperative, filed with the Cherokee County Clerk on September 25, 1998 in Book 615 at Page 96.**
13. **A lease agreement for a water system entered into with Rural Water District No. 12 of Cherokee County, filed with the Cherokee county clerk on July 7, 1995 in Book 544 at Page 657.**

TITLE COMMITMENT

File No: 17-1700T

NOTE: A utility, access and roadway easement granted to BOKF N.A., d/b/a Bank of Oklahoma as Trustee of the W.P. Fite Children's Fund Irrevocable Trust, by Danny Hix and Anna Marie Sanders, for purposes of access to the subject property across a neighboring tract of property, filed with the Cherokee County Clerk on April 25, 2017 in Book 1174 at Page 906. This note is set out for informational purposes only.

The background features a central horizontal band of light yellow with a fine halftone dot pattern. This band is framed by two sets of overlapping, wavy blue lines that create a sense of depth and movement. The outermost areas of the image are a solid, vibrant blue.

PROPERTY PHOTOS

ENTIRE PROPERTY



ENTIRE PROPERTY



TRACTS 1-4 SHORELINE



TRACTS 4-5



TRACTS 7 & 8



TRACT 8



TRACT 8



TRACT 8



TRACT 1



TRACT 1



TRACT 2



TRACT 2



TRACT 2



TRACT 3



TRACT 3



TRACT 3



TRACT 4



TRACT 4



TRACT 4



TRACT 4



TRACT 5



TRACT 5



TRACT 5



TRACT 6



TRACT 6



TRACT 6



TRACT 7



TRACT 7



TRACT 7



TRACT 7



TRACT 7



TRACT 8





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