

**Property:**

1300 Lindsey Plaza Drive, Norman, Oklahoma 73071

(More particularly described as Lot 1, Block 1 of East Lindsey Plaza Section 3, an Addition to Norman in Cleveland County, being approximately 0.41± acres of land together with improvements.)

(Offered as 1 auction tract)

**Auction Manager:**

Brent Wellings

Tel: 972-768-5165 (mobile) or 800-451-2709 (office)

**SEALED BID PACKET**

**Sealed Bid Deadline: Wednesday – October 24, 2018**

**Contents:**

- Bidder Instructions and Information
- Form of Offer to Purchase Real Estate
- Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services
- Copy of preliminary title insurance schedules dated August 22, 2018, with copies of all recorded documents listed therein as exceptions

## **BIDDER INSTRUCTIONS AND INFORMATION**

**(1300 Lindsey Plaza Drive, Norman, OK)**

The following bidder instructions and information (collectively, the "Bidder Instructions") apply with respect to certain real estate located in Cleveland County, Oklahoma that has been advertised by Schrader Real Estate and Auction Company, Inc. ("Auction Company") on behalf of James L. Schwartz and Brook S. Beavers (collectively, "Seller") for sale via sealed bid auction with a sealed bid deadline of October 24, 2018.

1. These Bidder Instructions are part of a Sealed Bid Packet (the "Sealed Bid Packet"), which also includes:

- Blank form of Offer to Purchase Real Estate (the "Offer to Purchase");
- Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services; and
- Preliminary title insurance schedules dated August 22, 2018 prepared by American Eagle Title Group, L.L.C., with copies of all recorded documents listed therein as exceptions.

Do not submit a bid unless and until you have carefully reviewed and are familiar with the entire Sealed Bid Packet.

2. Bids are solicited only on the entire Property as a whole.
3. Be sure you have arranged financing, if needed, and are capable of paying cash at closing. Your bid is not contingent upon your ability to obtain financing.
4. In order to submit a bid:
- (a) Complete, sign and date the Signature Page of the Offer to Purchase. Be sure to write your bid amount in the blank provided and provide all requested information pertaining to the Buyer. Sign as Buyer (or as the authorized officer/agent of an entity identified as Buyer). If you are signing as an officer or agent, please enclose documents with your bid establishing your authority. **YOUR BID SHALL BE INCREASED AUTOMATICALLY BY A 4% BUYER'S PREMIUM. PLEASE TAKE INTO CONSIDERATION THE 4% BUYER'S PREMIUM WHEN SUBMITTING YOUR BID.**
  - (b) Sign and date the "Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services". Print the name(s) of Buyer(s) on the lines indicated.
  - (c) Prepare a check for the 10% earnest money deposit in accordance with these Bidder Instructions.
  - (d) Prepare a sealed bid envelope by writing "Sealed Bid for 1300 Lindsey Plaza Drive, Norman, OK" and the name and address of the bidder on the outside front of the envelope.
  - (e) Place the earnest money check and the entire Offer to Purchase and Brokerage Disclosure form (each having been completed, signed and dated by the bidder) in the sealed bid envelope and send or deliver to the Auction Manager via overnight courier, U.S. Mail or personal delivery as follows:

Brent Wellings  
C/o Wellings Real Estate Investments & Advisory, LLC  
205 W 7th Avenue, Suite 203A  
Stillwater, OK 74074

5. Your bid must be **received** by the Auction Manager on or before **(Wednesday) October 24, 2018**.
6. **Your bid must be accompanied by an earnest money deposit in the form of a cashier's check, personal check or company check payable to "American Eagle Title Group, L.L.C.". The earnest money deposit must be at least ten percent (10%) of your Bid Amount.**
7. If your bid offer is accepted, the earnest money check will be deposited by American Eagle Title Group, L.L.C., to be held in escrow pursuant to the terms of the Offer to Purchase. If your offer is not accepted, the earnest money check will be returned to you via U.S. Regular Mail at the Buyer's address provided in the Offer to Purchase.
8. The submission of a bid constitutes an offer which, if accepted by Seller, shall constitute a binding purchase contract.
9. Seller reserves the right to accept any bid and/or to reject any or all bids. Seller reserves the right, in its sole judgment and discretion, to waive any irregularities or informalities in the submission of any bid.

10. An offer expires unless it is accepted by Seller on or before the Acceptance Deadline. The Acceptance Deadline is 11:59 o'clock p.m. Central Time on **(Thursday) October 25, 2018.**
11. The terms of sale are set forth in the Offer to Purchase. If any provision of the Offer to Purchase is incompatible with any other statement in the Sealed Bid Packet or in the auction marketing materials, the provision of the Offer to Purchase shall control. As an update to the marketing materials (and without limiting the foregoing provision), the Offer to Purchase provides that the Property is to be conveyed by Special Warranty Deed rather than by General Warranty Deed.
12. The information and disclosures provided in this Sealed Bid Packet are provided for informational purposes only and shall not constitute any warranty of any kind. The bidder is responsible for having completed the bidder's own independent investigation and evaluation of the Property prior to bidding and for independently investigating and verifying those facts which the bidder deems material to the bidder's evaluation of the Property. By submitting a bid, the bidder acknowledges and accepts such responsibility and agrees that any sale of the Property will be made "AS IS, WHERE IS" as provided in the Offer to Purchase.
13. By submitting a bid, the bidder acknowledges and represents to Seller that: (a) no one has made any warranties or representations, either express or implied, to the bidder regarding the Property; (b) such bid is based solely upon the bidder's own inspection and due diligence investigation; (c) such bid represents an offer to purchase the Property in its present condition, "AS IS, WHERE IS", without warranty, subject to and notwithstanding any zoning restrictions and/or limitations, flooding conditions, ingress and egress limitations, environmental conditions and/or any latent, patent, known or unknown defects; and (d) all risks are assumed by the bidder and have been taken into account by the bidder in determining the amount of the bid.
14. The information, exhibits and disclosures provided in this Sealed Bid Packet are provided for informational purposes only and shall not constitute any warranty of any kind. The bidder is responsible for conducting the bidder's own independent investigation and evaluation of the Property prior to bidding and for independently investigating and verifying those facts which the bidder deems material to the bidder's evaluation of the Property. By submitting a bid, the bidder acknowledges and accepts such responsibility and agrees that any sale of the Property will be made "AS IS, WHERE IS" as provided in the Offer to Purchase.
15. In case of a tie with the bids submitted, the tying bidders may be notified by email and offered the opportunity to submit a higher bid within twenty-four (24) hours of notification of a tie.
16. Schrader Real Estate and Auction Company, Inc. and its respective agents and representatives are exclusively the agents of the Seller.

<p><b>Buyer and Seller are responsible for consulting with their own respective attorneys for any legal advice and representation regarding this Sealed Bid Packet and/or any document or transaction relating to the Property.</b></p>
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## OFFER TO PURCHASE REAL ESTATE

This Offer to Purchase Real Estate is executed in connection with a sealed bid auction process through which Schrader Real Estate and Auction Company, Inc. ("Auction Company"), on behalf of James L. Schwartz and Brook S. Beavers (collectively, "Seller"), has solicited bids for the purchase of the real estate described as follows (the "Property"):

Lot 1, Block 1 of East Lindsey Plaza Section 3, an Addition to Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 13 of Plats, page 16.

"Buyer" refers to the individual(s) and/or entity(ies), whether one or more, signing as Buyer(s) on the signature page of this Offer to Purchase Real Estate (the "Signature Page"). Buyer hereby offers to purchase the Property described above pursuant to the terms of this Offer to Purchase Real Estate. If accepted by Seller (as evidenced by the execution of Seller's acceptance on the Signature Page), this offer shall constitute a binding contract and agreement for the purchase and sale of the Property pursuant to the terms and conditions of this Offer to Purchase Real Estate (this "Agreement").

**BUYER ACKNOWLEDGES THAT THE PROPERTY IS BEING SOLD "AS IS, WHERE IS", AS FURTHER PROVIDED BELOW, AND THAT BUYER'S OFFER IS NOT CONTINGENT UPON BUYER'S ABILITY TO OBTAIN FINANCING.**

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions of this Agreement, the parties agree as follows:

- PURCHASE PRICE; BID AMOUNT PLUS BUYER'S PREMIUM.** The purchase price for the Property (the "Purchase Price") consists of the dollar amount which is written as the Bid Amount on the Signature Page (the "Bid Amount"), plus a Buyer's Premium equal to four percent (4.0%) of the Bid Amount. **THE BID AMOUNT WRITTEN ON THE SIGNATURE PAGE SHALL AUTOMATICALLY BE INCREASED BY THE 4% BUYER'S PREMIUM TO ARRIVE AT THE PURCHASE PRICE.** Prior to the Closing, Buyer shall deliver Good Funds to the Closing Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less previously-delivered Earnest Money and any other credits due Buyer as provided in this Agreement. As used herein, the term "Good Funds" means immediately available funds delivered by confirmed wire transfer to an account designated by the Closing Agent.
- EARNEST MONEY.** Concurrently with the execution and delivery of this offer, Buyer shall deliver an earnest money deposit payable to Escrow Agent in an amount not less than ten percent (10%) of the Bid Amount. Upon Seller's acceptance of this offer, the earnest money delivered with this offer (the "Earnest Money") shall be deposited by the Escrow Agent, to be held in escrow and applied towards the payment of the Purchase Price at Closing.
- ESCROW AGENT; CLOSING AGENT.** For purposes of this Agreement, the terms "Escrow Agent" and "Closing Agent" refer to **American Eagle Title Group, L.L.C., 421 N.W. 13<sup>th</sup> Street, Suite 320, Oklahoma City, OK 73103 (Tel: 405-232-6700);** provided, however: (a) if all or any part of the Earnest Money is hereafter held by an alternate company pursuant to the mutual agreement of Seller and Buyer, "Escrow Agent" shall refer to such alternate company with respect to the funds held by such alternate company; and (b) if Seller and Buyer hereafter mutually select a different company to administer the Closing, "Closing Agent" shall refer to the company thus selected pursuant to the parties' mutual agreement.
- SURVEY.** It is expected that the Property will be conveyed using the existing legal description, without obtaining a new survey. A new survey of all or any part of the Property shall be obtained if and only if: (a) the official(s) responsible for recording the deed will not accept the conveyance for recording without a new survey; or (b) a new survey is deemed necessary or appropriate by Seller for any other reason in Seller's sole discretion. If a new survey is obtained, the survey shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. The cost of any survey obtained in accordance with the provisions of this Agreement shall be shared equally (50:50) by Seller and Buyer.
- PRELIMINARY TITLE EVIDENCE.** Buyer acknowledges that Buyer has received, prior to submitting this offer, a copy of the preliminary title insurance schedules prepared by American Eagle Title Group, L.L.C. dated August 22, 2018 (File No. 1808-0029-68), including preliminary Schedule B, Part II containing exception paragraphs numbered 1 through 15, together with copies of the recorded documents listed therein as exceptions (collectively, the "Preliminary Title Evidence"). Without limiting the foregoing provision, Buyer acknowledges that the Preliminary Title Evidence (including copies of the recorded documents listed as exceptions) was included as part of the Sealed Bid Packet and has been otherwise made available for review via download from a web page maintained for this sealed bid auction at [www.schraderauction.com](http://www.schraderauction.com).
- FINAL TITLE COMMITMENT.** Prior to Closing, Seller shall furnish a final commitment, dated after the date of this Agreement, for the issuance of a standard ALTA owner's title insurance policy in the amount of the Purchase Price insuring marketable title to the Property (except Minerals) in the name of Buyer, subject to standard requirements, conditions and exceptions, and subject to Permitted Exceptions (the "Final Title Commitment"). Seller shall pay all search fees, abstracting expenses and attorneys fees incurred for the preparation of the Preliminary Title Evidence and the Final Title Commitment. However, Seller is not required to pay for the issuance of a title insurance policy.
- TITLE INSURANCE.** If Buyer and/or Buyer's lender elect(s) to purchase title insurance: (a) all costs of issuing the title insurance policy(ies), including title insurance premium costs, shall be charged to Buyer; and (b) Seller shall cooperate with respect to the satisfaction of requirements of the title company that are reasonable and customary and that are not inconsistent with the terms of this Agreement; provided, however, Seller shall have no obligation with respect to any matter that constitutes a Permitted Exception.

8. **ADDITIONAL TITLE EVIDENCE.** If Buyer and/or Buyer's lender intends to obtain any Additional Title Evidence (as defined below): (a) Buyer shall be solely responsible for obtaining such Additional Title Evidence in a timely manner and for paying all costs associated therewith; (b) Seller shall have no obligation with respect to any matter identified in the Additional Title Evidence that constitutes a Permitted Exception; and (c) the Closing shall not be delayed for (and Buyer's obligation to acquire the Property at Closing shall not be contingent upon) the delivery of any Additional Title Evidence or the satisfaction of any other condition except as expressly set forth in this Agreement. "Additional Title Evidence" refers to any title evidence sought or obtained by Buyer and/or Buyer's lender (including any title search, abstract, title opinion, mineral ownership report, mineral title opinion, title insurance commitment, title insurance policy, title insurance endorsement, other title insurance product, survey product and/or other evidence of title) other than or in addition to: (i) the Preliminary Title Evidence; and (ii) the Final Title Commitment to be furnished by Seller in accordance with the express terms of this Agreement; and (iii) any survey that is obtained in accordance with the express terms of this Agreement.
9. **PERMITTED EXCEPTIONS.** Buyer agrees to acquire the Property and accept the title, deed, any title insurance and any survey subject to and notwithstanding the following matters (each a "Permitted Exception" and, collectively, the "Permitted Exceptions"): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) any variation or discrepancy between a deeded boundary line and the location of any fence, building or other visible or apparent use, occupancy or occupancy line; (e) the lien, if any, for current, non-delinquent taxes and assessments; (f) local ordinances and zoning regulations; (g) set back and building lines; (h) recorded easements, mineral leases, conditions, restrictions, reservations and other matters (except liens) appearing of record; (i) any oil, gas or mineral lease and any other rights of any person or entity with respect to Minerals; (j) any matter disclosed in this Agreement; and (k) any matter (except liens, if any) identified, listed, shown or noted in the Preliminary Title Evidence.
10. **MINERALS.** Seller is not reserving any interest with respect to any oil, gas and/or other minerals under the surface of (and/or that may be produced from) the land comprising the Property and/or any rights appurtenant thereto (collectively, "Minerals"). The Property acquired by Buyer pursuant to this Agreement will include Seller's interest, if any, with respect to Minerals; provided, however, (a) no promise, representation or warranty is or will be made as to the existence of any Minerals or the nature or extent of Seller's interest therein; and (b) Seller has no obligation to provide any title insurance, title opinion or other title evidence with respect to Minerals. If any interest in Minerals is owned by anyone other than Seller, such interest is excluded from the Property to be conveyed and acquired pursuant to this Agreement and the meaning of the term "Property" as used throughout this Agreement shall be interpreted to exclude such interest.
11. **DELIVERY OF TITLE.** As an update to the marketing materials, the Property shall be conveyed by **Special Warranty Deed** (subject to the Permitted Exceptions), which shall be furnished at Seller's expense and shall be executed and delivered by Seller at Closing.
12. **CONVEYANCE REQUIREMENTS.** Buyer's obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following requirements (collectively, the "Conveyance Requirements"): (a) that Buyer has received the Final Title Commitment in accordance with the terms of this Agreement; (b) that Seller is able to convey the Property in substantially its present condition (except as otherwise provided in Section 19 below); (c) that Seller is able to deliver possession of the Property in accordance with the terms of this Agreement; and (d) that Seller is able to convey to Buyer fee simple title with respect to the Property free and clear of any lien (except the lien for current, non-delinquent property taxes) and free and clear of any other material encumbrance that does not constitute a Permitted Exception. For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey the Property in conformance with the Conveyance Requirements. If Seller is unable to convey the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; provided, however, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the date of Closing up to 30 days in order to cure such nonconformity. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.
13. **CONDITIONS TO CLOSING.** Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon the Buyer's ability to obtain financing or Buyer's ability to obtain any permit or approval or the satisfaction of any other condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to the Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).
14. **CLOSING.** The "Closing" refers to the final delivery and exchange of documents and funds in connection with the consummation of the sale and purchase of the Property in accordance with the terms of this Agreement, including the delivery of title to Buyer and the delivery of the Purchase Price to Seller. Subject to the terms and conditions of this Agreement, the Closing shall be held on or before November 26, 2018 or as soon as possible after said date upon completion of the Final Title Commitment, the survey (if any) obtained in accordance with the express terms of this Agreement and Seller's closing documents; provided, however, after November 26, 2018, if the Final Title Commitment (and survey, if applicable) has/have been completed and the Closing has not been otherwise scheduled and completed, the Closing shall be held on a date specified in a written notice from Seller or Seller's agent to Buyer or Buyer's agent, which date must be at least 10 days after the effective date of such notice. The Closing shall be held at the office of **American Eagle Title Group, L.L.C., 421 N.W. 13<sup>th</sup> Street, Suite 320, Oklahoma City, OK 73103 (Tel: 405-232-6700)**, or otherwise as mutually agreed.

15. **SELLER'S EXPENSES.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) all costs of releasing existing liens, if any, and recording the releases; (b) one-half of the fee charged by the Closing Agent to administer a cash closing; (c) the costs of preparing the Preliminary Title Evidence and/or the Final Title Commitment to the extent charged separately from the cost of issuing a final title insurance policy; (d) the cost of preparing Seller's transfer documents, including the deed; (e) one-half of the cost of the survey, if any, obtained in accordance with the express provisions of this Agreement; (f) the professional fees due Auction Company in connection with this transaction; (g) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (h) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.
16. **BUYER'S EXPENSES.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Closing Agent prior to Closing: (a) any expense incident to a loan obtained by Buyer which is not otherwise paid by Buyer outside of Closing, including any loan commitment fees, document preparation, recording fees, lender's title examinations, lender's title insurance, prepaid interest and credit reports; (b) one-half of the fee charged by the Closing Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) the cost of issuing any final owner's and/or lender's title insurance policy(ies), including title insurance premium costs; (d) one-half of the cost of the survey, if any, obtained in accordance with the express provisions of this Agreement; (e) the cost of any Additional Title Evidence (as defined above), including any title insurance endorsements; (f) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (g) any expense normally charged to a buyer at closing and not specifically charged to Seller in this Agreement; and (h) any other expense that is not allocated to Seller according to the terms of this Agreement.
17. **TAXES AND ASSESSMENTS.** Ad valorem property taxes assessed against and attributable to the Property ("Taxes") for the calendar year in which the Closing occurs shall be prorated on a calendar year basis to the date of Closing. Seller shall pay any unpaid Taxes for prior years and Buyer shall assume the Taxes for subsequent years. If the amount of the Taxes for the calendar year in which the Closing occurs is known and payable at the time of Closing, Seller and Buyer shall pay their respective shares of the prorated Taxes at the time of Closing. If the amount of the Taxes for the calendar year in which the Closing occurs is not known at the time of Closing, the Seller's share of such Taxes shall be estimated based on 100% of the amount last billed for a calendar year and the amount thus estimated (and prorated to the date of Closing as provided above) shall be paid via credit against the sums due from Buyer at Closing, with no further settlement or adjustment after Closing. Buyer shall then pay all Taxes which become due after Closing. Buyer shall pay special assessments, if any, that are assessed against and attributable to the Property and are last payable without a penalty after the date of Closing. **ANY ESTIMATED TAX CREDIT SHALL NOT BE SUBJECT TO ADJUSTMENT AFTER CLOSING EVEN THOUGH SUCH CREDIT MAY BE MORE OR LESS THAN THE ACTUAL AMOUNT DUE ONCE THE TAX RATES AND/OR ASSESSMENTS ARE FINALIZED. AFTER CLOSING, SELLER, AUCTION COMPANY, AND ESCROW AGENT SHALL HAVE NO RESPONSIBILITY FOR ANY REAL ESTATE TAXES OR ASSESSMENTS. ALL TERMS REGARDING THE ALLOCATION AND PAYMENT OF REAL ESTATE TAXES AND ASSESSMENTS SHALL SURVIVE CLOSING.**
18. **POSSESSION.** Buyer shall be entitled to take possession of the Property immediately after completion of the Closing.
19. **RISK OF LOSS.** The Property shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of loss and damage until Closing; provided, however, Buyer shall be obligated to acquire the Property notwithstanding the occurrence of any of the following prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired prior to Closing; and (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.
20. **CONDITION OF PROPERTY; NO WARRANTIES.** As a material part of the consideration for this Agreement, Buyer acknowledges and agrees that:
- (a) **THE PROPERTY IS SOLD "AS IS" AND "WHERE IS". ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER OR AUCTION COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES.** Without limiting the foregoing provision, Seller, Auction Company and their respective agents and representatives disclaim any representation or warranty with regard to acreages, zoning matters, environmental matters, location or availability of utilities, ingress and egress, availability of building or other permits, whether or not the Property qualifies for any specific use or purpose and/or the accuracy of any third party reports or materials provided in connection with the auction or this Agreement.
- (b) Buyer is responsible for having completed (prior to the submission of this offer): (i) Buyer's own independent due diligence investigation and evaluation of the Property and all available information from any source pertaining to the Property, including but not limited to the physical condition of the Property and all matters affecting the title thereto; and (ii) Buyer's own independent investigation and verification of those facts which Buyer deems material to Buyer's evaluation of the Property. By submitting this offer, Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and verifications or has knowingly and willingly elected to purchase the Property without having completed such inspections, investigations and verifications. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property "AS IS, WHERE IS" as provided in this Agreement.
- (c) Any information or disclosure provided in this Agreement and/or elsewhere in the Sealed Bid Packet and/or in any marketing materials has been provided only to facilitate (and not as a substitute for) a prospective buyer's independent review and investigation. Any such information or disclosure is provided for informational purposes only (subject to Buyer's independent verification) and not as a warranty of any kind or as an authoritative representation of any facts.

- (d) By submitting this offer, Buyer acknowledges and represents to Seller that: (i) no one has made any warranties or representations, either express or implied, to Buyer regarding the Property; (ii) Seller has not agreed to perform any work on or about the Property, before or after Closing, as a condition of this Agreement; (iii) this offer is based solely upon Buyer's own independent due diligence investigations and inspections; (iv) Buyer has performed all of Buyer's due diligence regarding the Property and was satisfied as to the Property's condition before submitting this offer; (v) Buyer is offering to purchase the Property in its present condition, "**AS IS, WHERE IS**", subject to and notwithstanding any zoning restrictions and/or limitations, flooding conditions, ingress and egress limitations, environmental conditions and/or any latent, patent, known or unknown defects; and (vi) all risks are assumed by Buyer and the Buyer's assumption of such risks has been taken into account by Buyer in determining the Bid Amount.
21. **ADDITIONAL ACKNOWLEDGMENTS OF BUYER.** As a material part of the consideration for this Agreement, and without limiting the foregoing provisions, Buyer understands, acknowledges and agrees that:
- (a) Boundary lines depicted in the auction marketing materials are approximations provided for illustrative purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations. The acres shown in the auction marketing materials are approximations only. The acres stated in the Sealed Bid Packet and the marketing materials are based on property tax assessment records. Advertised square footages and dimensions are approximate. The advertised square footage and dimensions of the entire building have been estimated based on property tax assessment records. **No warranty or authoritative representation is made with respect to the number of acres included with the Property or with respect to the size or dimensions of any improvements or any part thereof. The Purchase Price shall not be subject to adjustment regardless of the quantity of land included with the Property according to any survey or other record prepared before or after the execution of this Agreement.**
- (b) Information booklets have been provided to prospective buyers in printed form and/or via download from the auction website. The information booklets include information obtained or derived from various sources, including information in the property detail sheet, property tax assessment records (property record card), recorded plat of East Lindsey Plaza Section 3, and preliminary title insurance schedules. Although believed to be from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's due diligence through independent review and investigation of the Property. Seller and Auction Company disclaim any warranty or liability for the information provided.
22. **REMEDIES; BUYER DEFAULT.** As used herein, the term "Buyer Default" refers to nonpayment or dishonor of any check delivered for the Earnest Money and/or the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Buyer's obligation(s) under this Agreement. In the event of a Buyer Default, the following provisions shall apply:
- (a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Purchase Price. Upon Seller's demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, it would be impractical and extremely difficult to calculate the damages which Seller may suffer and that the liquidated damages amount provided above is a reasonable estimate of the total net economic detriment that Seller would suffer due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, all other remedies shall be available to Seller, in equity or at law, including the right to recover actual damages, plus attorney fees.
- (b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller's demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, incurred by Seller in seeking to enforce any right or remedy.
- (c) Without limiting the foregoing provisions, Seller's remedies in the event of a Buyer Default shall include the right to terminate Buyer's right to acquire the Property under this Agreement (without prejudice to Seller's right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.
23. **REMEDIES; SELLER DEFAULT.** The term "Seller Default" refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller's obligation(s) under this Agreement; provided, however, if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 12 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer's option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller's obligations.
24. **REMEDIES; GENERAL.** Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER**

**EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE SALE AND PURCHASE OF THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

25. **NOTICES.** A notice given to a party under this Agreement shall be in writing and either delivered in person or sent via US Certified Mail return receipt requested or via overnight delivery by a nationally-recognized commercial courier regularly providing proof of delivery (such as FedEx or UPS) to the party's notification address as provided below. If email address(es) is/are provided with a party's notification address, a legible PDF copy of any notice to such party shall be sent to the email address(es) provided. A notice shall be effective as of the first business day after the notice has been sent in accordance with this paragraph. Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

If to Seller: P.O. Box 722041, Norman, OK 73070

With PDF copy via email to: [Brent@schraderauction.com](mailto:Brent@schraderauction.com)

If to Buyer: The Buyer's mailing address (and email address, if any) provided on the Signature Page.

26. **AGENCY.** Auction Company and its agents and representatives are acting solely on behalf of and exclusively as the agent for the Seller. Buyer acknowledges receipt of the "**Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services**" form which: (a) was included in the Sealed Bid Packet; (b) is hereby incorporated as part of the terms of this Agreement; and (c) shall be signed by Buyer and attached to this Agreement pursuant to 59 Okl. St. § 858-356. The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Company from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such other broker or person. This Agreement is solely between Buyer and Seller. Auction Company and its employees, representatives and independent agents shall not be liable for any existing or arising defects or deficiencies.
27. **1031 EXCHANGE.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or part of the Property as part of an exchange under §1031 of the Internal Revenue Code ("Exchange"). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.
28. **EXECUTION AUTHORITY.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("Entity") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.
29. **SUCCESSORS AND ASSIGNS.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.
30. **GENERAL PROVISIONS.** Time is of the essence. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, assigns and successors. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property. Neither party is relying upon any other statement or promise and neither shall be bound by any purported oral modification or waiver. If any provision of this Agreement is inconsistent with any other statement in the Sealed Bid Packet or in the auction marketing materials, the provision of this Agreement shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same agreement. Execution of this Agreement or any counterpart includes, without limitation, execution and delivery via fax and/or email.
31. **OFFER AND ACCEPTANCE.** Buyer's execution and delivery of this Offer to Purchase Real Estate constitutes an offer which may be accepted or rejected by Seller for any reason in Seller's sole discretion and, if accepted by Seller, shall constitute a binding purchase contract between Seller and Buyer for the sale and purchase of the Property in accordance with the terms and conditions of this Agreement. This offer shall be treated as having been accepted by the Seller only if Seller's acceptance is signed by Seller on the Signature Page. This offer shall not be treated as having been rejected by Seller unless: (a) Seller has given written notice of rejection to the Buyer; (b) Seller has accepted another offer with respect to the Property; or (c) Seller has failed to accept this offer on or before the Acceptance Deadline set forth below.
32. **ACCEPTANCE DEADLINE.** This offer shall expire, and the Earnest Money shall be returned to Buyer at Buyer's address written on the Signature Page, if this offer is not accepted by Seller on or before 11:59 o'clock p.m. CT on **(Thursday) October 25, 2018** (the "Acceptance Deadline").

[The remainder of this Offer to Purchase Real Estate is contained in the immediately-following Signature Page.]



[Signature Page]

IN WITNESS WHEREOF, Buyer offers to purchase from Seller and Seller (upon execution and delivery of Seller's acceptance below) agrees to sell to Buyer the Property described on page 1 of this Agreement (being Lot 1, Block 1 of East Lindsey Plaza Section 3, an Addition to Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 13 of Plats, page 16), all in accordance with and subject to the terms and conditions of the foregoing Agreement.

**Bid Amount: \$** \_\_\_\_\_

**THE PURCHASE PRICE IS THE BID AMOUNT WRITTEN ABOVE PLUS A BUYER'S PREMIUM EQUAL TO FOUR PERCENT (4%) OF THE BID AMOUNT. THE 4% BUYER'S PREMIUM SHALL BE ADDED AUTOMATICALLY TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.**

SIGNATURE OF BUYER: On the \_\_\_\_\_ day of October, 2018, this Agreement is signed by the undersigned, constituting the "Buyer" for purposes of this Agreement:

\_\_\_\_\_  
(Printed Name(s) of Buyer(s) (including, if applicable, full name of Buyer Entity, type of Buyer Entity and State of organization))

(By) \_\_\_\_\_  
(Signatures)

\_\_\_\_\_  
(Printed name/s and office or capacity of individual/s signing on behalf of an LLC, corporation or other Buyer Entity)

\_\_\_\_\_  
(Buyer's Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Buyer's Telephone Number)

\_\_\_\_\_  
(Buyer's Email Address)

\_\_\_\_\_  
(Buyer's Lender, if any, and Lender Contact Info.)

SELLER'S ACCEPTANCE: Signed and accepted by Seller on the \_\_\_\_\_ day of October, 2018:

\_\_\_\_\_  
James L. Schwartz

\_\_\_\_\_  
Brook S. Beavers

RECEIPT OF EARNEST MONEY: The undersigned has received the sum of \$\_\_\_\_\_, on the date written below, as the Earnest Money to be held in escrow pursuant to the terms of the foregoing Agreement.

AMERICAN EAGLE TITLE GROUP, L.L.C.

Date of receipt: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- ☐ Buyer Brokerage Agreement      ☐ Listing Brokerage Agreement      ☐ Option Agreement  
☒ Sales Agreement      ☐ Exchange Agreement      ☐ Other \_\_\_\_\_

(1300 Lindsey Plaza Drive, Norman, OK)

**1. Duties and Responsibilities.** A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- B. unless specifically waived in writing by a party to the transaction:
  - 1) receive all written offer and counteroffers;
  - 2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
  - 3) present timely all written offers and counteroffers.
- C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- E. timely account for all money and property received by the Broker;
- F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
  - 1) that a party or prospective party is willing to pay more or accept less than what is being offered,
  - 2) that a party or prospective party is willing to agree to financing terms that are different from those offered,
  - 3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
  - 4) information specifically designated as confidential by a party unless such information is public.
- G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

**2. Brokerage Services provided to both parties to the transaction.** The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

**3. Broker providing fewer services.** If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

**4. Confirmation of disclosure of duties and responsibilities.** The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(Print Name) \_\_\_\_\_ (Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_ (Signature) \_\_\_\_\_

*Cover page for:*

# **PRELIMINARY TITLE EVIDENCE**

*Consisting of:*

**Preliminary title insurance schedules prepared by American Eagle Title Group, L.L.C. dated August 22, 2018 (File No. 1808-0029-68), including preliminary Schedule B, Part II containing exception paragraphs numbered 1 through 15**

*Together with:*

**Copies of recorded documents listed as exceptions**

*For sealed bid auction advertised by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**James L. Schwartz and Brook S. Beavers**

*With a sealed bid deadline of:*

**October 24, 2018**

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**FIDELITY NATIONAL  
TITLE INSURANCE COMPANY**

**COMMITMENT FOR TITLE INSURANCE**

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Inquiries Should Be Directed To:

Sherry Coker  
(405) 232-6700 – Voice  
(405) 239-2702 – Fax

American Eagle Title Group, L.L.C.  
421 N.W. 13<sup>th</sup> Street, Suite 320  
Oklahoma City, OK 73103

[scoker@ameagletitle.com](mailto:scoker@ameagletitle.com)

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Commitment No. 1808-0029-68

**SCHEDULE A**

1. Effective Date: August 22, 2018 at 7:30 A.M.
2. Policy or policies to be issued: AMOUNT
  - (a) ALTA OWNERS POLICY (6/17/2006) To be named by endorsement  
Proposed Insured:  
  
To be named by endorsement
3. (a) The estate or interest in the land described in this commitment is:  
  
Fee Simple  
  
(b) Title to said estate or interest in said land is at the effective date hereof vested in:  
  
James L. Schwartz and Brook S. Beavers
4. The land referred to in this Commitment is located in the County of Cleveland, State of Oklahoma and is described as follows:  
  
Lot 1, Block 1, of East Lindsey Plaza Section 3, an Addition to Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 13 of Plats, page 16.

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**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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**SCHEDULE B – PART I**

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Commitment No. 1808-0029-68

PART I. The following are the requirements to be complied with:

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 or interest to be insured must be executed and duly filed for record, to-wit:

Deed from James L. Schwartz and Brook S. Beavers, showing marital status and joined by spouse of each if married vesting fee simple title in the proposed purchaser.

**Note:** The State of Oklahoma requires the payment of a conveyance tax in the amount of \$00.75 per \$500.00 of consideration as a condition precedent to the recordation of any Deed as provided by 68 O.S. § 3201, subject to the exemptions provided for by 68 O.S. § 3202.

3. Return properly executed Lien Affidavit and Indemnity to the Company, and if required, satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.
4. Satisfactory Affidavit of Possession executed by the seller(s).
5. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 7 of Schedule B – Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016) [the "Survey Standards"], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, as set forth in Table A of the Survey Standards.

**Note:** Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.

Continued on next page

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**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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**SCHEDULE B – PART I-Continued**

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Commitment No. 1808-0029-68

6. Satisfaction and release of record of the Construction Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated August 5, 2005, filed August 8, 2005, and recorded in Book 4043, page 767, Modification to Mortgage, filed November 23, 2009 and recorded in Book 4690, page 1125.
7. Satisfaction and release of record of the Construction Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated October 26, 2005, filed October 31, 2005, and recorded in Book 4087, page 862, Modification to Mortgage, filed November 23, 2009 and recorded in Book 4690, page 1122.
8. Satisfaction and release of record of the Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated August 4, 2006, filed August 30, 2006, and recorded in Book 4231, page 29.
9. Satisfaction and release of record of the Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated November 1, 2006, filed November 9, 2006, and recorded in Book 4262, page 950.
10. Satisfaction and release of record of the Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated September 3, 2010, filed September 7, 2010, and recorded in Book 4783, page 1101.
11. Satisfaction and release of record of the Assignment of Rents executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated September 28, 2017, filed October 19, 2017, and recorded in Book 5732, page 710.
12. Payment of real estate taxes for the year 2017 in the original amount of \$3,006.00, Tax code 32371.
13. Obtain and file release of State Tax Lien, against James L. Schwartz of Concreteworks Inc., filed March 29, 2017 and recorded in Book M210, page 765, in the amount of \$16,461.32.

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**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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**SCHEDULE B – PART I-Continued**

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Commitment No. 1808-0029-68

14. This commitment for title insurance is issued by American Eagle Title Group, L.L.C., as agent for Fidelity National Title Insurance Company, and shall not be binding on Fidelity National Title Insurance Company unless and until American Eagle Title Group, L.L.C. has obtained high liability authorization.
15. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties.
16. The abstract covering the land, which was last certified on the date hereinafter shown, must be brought to date, as provided by Oklahoma Department of Insurance Regulations, if the insured transaction is not recorded within 180 days of August 22, 2018.

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**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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**SCHEDULE B – PART II**

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Commitment No. 1808-0029-68

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:

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 or interest or mortgage thereon covered by this Commitment.
2. Fees, taxes and assessments made by any taxing authority for the year 2018, which are not yet ascertainable, due or payable, and all subsequent years.
3. 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.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Any adverse matters which would be disclosed by a judgment search on the within named insured.
6. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

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**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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**SCHEDULE B – PART II-Continued**

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Commitment No. 1808-0029-68

8. 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.
9. Easement for public utilities over west 5 feet and alley easement over west 30 feet as shown on the plat recorded in Book 13 of Plats, page 16.
10. Easement in favor of City of Norman recorded in Book 630, page 399.
11. Right of Way in favor of Sunray Mid-Continental Oil Company recorded in Book 355, page 411, Partial Release recorded in Book 1272, page 83.
12. Ground Field Permit favor of Sunray OX Oil Company recorded in Book 466, page 145, Assignment recorded in Book 3155, page 1307.
13. Ground Field Permit favor of Sunray OX Oil Company recorded in Book 467, page 4, Assignment recorded in Book 3155, page 1307.
14. Right-of-Way in favor of Mobil Pipe Line Company recorded in Book 1920, page 342.
15. Rules and Regulations for the Central Oklahoma Master Conservancy District recorded in Book 1897, page 303 and in Book 1899, page 29.

Countersigned  
American Eagle Title Group, L.L.C.

By:   
\_\_\_\_\_  
Andrew J. McCune  
ODI License No. 113795



## Fidelity National Title Insurance Company

### COMMITMENT FOR TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**

*Fidelity National Title Insurance Company, a California 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 90 days 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, Fidelity 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.*

**Fidelity National Title Insurance Company**



By:

ATTEST

President

Secretary

Countersigned:

Authorized Signatory

## 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.
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 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/>>.*

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Security National Bank And Trust Company, Norman, Oklahoma, Trustee,

does hereby certify that they are the Owners of and the only Person, Firm, or Corporation having any right, title or interest in and to the land shown on the annexed plat and that they have caused the same to be surveyed and platted and that they hereby grant all the street and utility easements shown hereon to the public for their heirs, executors, administrators, successors, and assigns forever and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the Abstractor's Certificate. In witness whereof, the undersigned have caused this instrument to be executed this 7th day of May, 1981.

SECURITY NATIONAL BANK AND TRUST COMPANY  
NORMAN, OKLAHOMA, TRUSTEE

Assistant Secretary

Oliver Kelley  
PRESIDENT

STATE OF OKLAHOMA  
COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State on the 7th day of May 1981, personally appeared Al Loeffelholz Jr., president of the maker,

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation for the uses and purposes herein set forth.

Given under my hand and seal the day and year last above written.  
My Commission expires: April 20, 1985

Greg J. Harkness  
Notary Public

COUNTY TREASURER'S CERTIFICATE

I, Margaret Smith, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Cleveland County, State of Oklahoma; that the tax records of said County show all taxes are paid for the year of 1980 and prior years and that the required statutory security has been deposited in the Office of the County Treasurer guaranteeing the current years taxes on the land shown on the annexed plat.

In witness whereof, said County Treasurer has caused this instrument to be executed this 18th day of May, 1981.

Margaret Smith  
County Treasurer

CITY PLANNING COMMISSION APPROVAL

I, William H. Hardwick, Chairman of the Norman Planning Commission, hereby certify that the Commission duly approved this plat on the 11th day of October, 1973.

William H. Hardwick  
Chairman

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the Council of Norman, Oklahoma, that the easement dedications shown hereon are hereby accepted. Adopted by the Council of the City of Norman, Oklahoma, this 7th day of October, 1980.

Mary Kelley  
Attest: City Clerk

CITY OF NORMAN  
Attest: City Clerk  
Mayor pro-tem

SUBDIVISION PLAT  
OF

BLOCKS 1 THRU 5

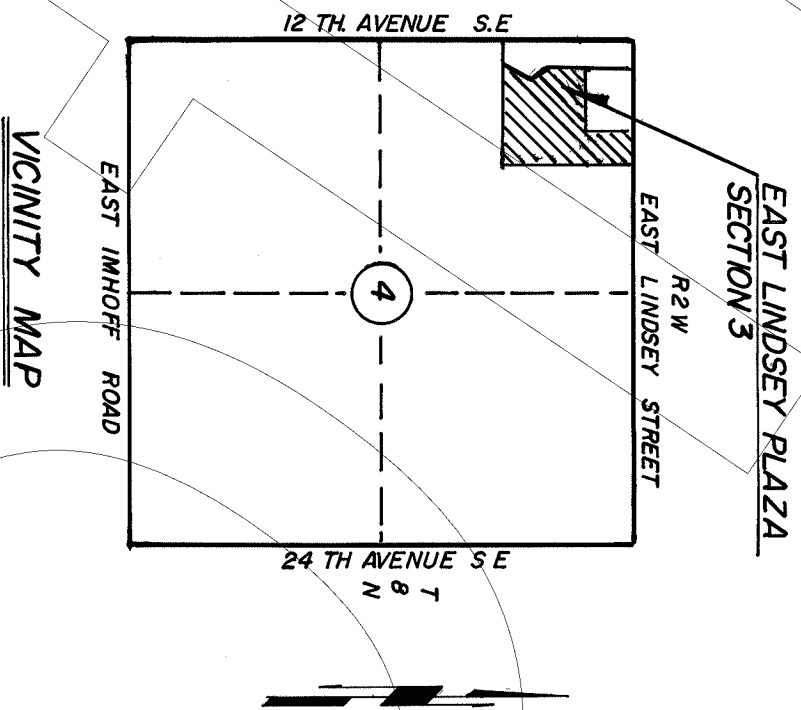
EAST LINDSEY  
PLAZA

SECTION 3

AN ADDITION TO

NORMAN, CLEVELAND COUNTY, OKLAHOMA

A PART OF THE NW 1/4 NW 1/4 OF SECTION 4, T8N, R2W



FILED FOR RECORD  
STATE OF OKLAHOMA  
COUNTY OF CLEVELAND  
Book 13, Page 16310  
Subscribed by Clerk of Court  
BILLY JEAN GAINWOOD, County Clerk  
Subscribed by Notary Public

LEGAL DESCRIPTION: A part of the NW 1/4 NW 1/4 of Section 4, T8N, R2W of the 1.M., Norman, Cleveland County, Oklahoma more particularly described as follows:

Beginning at a point on the North line of said NW 1/4 NW 1/4 1275.00 feet S89°58'30"E of the Northwest corner of said NW 1/4 NW 1/4; thence S89°58'30"E along said North line a distance of 242.50 feet to the Northeast corner of said NW 1/4 NW 1/4; thence S0°47'00"E along the East line of said NW 1/4 NW 1/4 a distance of 1296.02 feet to the Southeast corner of said NW 1/4 NW 1/4; thence N89°58'42"W along the South line of said NW 1/4 NW 1/4 a distance of 951.05 feet; thence N35°00'00"E a distance of 181.39 feet; thence Northwesterly on a curve to the right having a radius of 12500 feet a distance of 54.60 feet; thence N29°58'30"W a distance of 218.40 feet; thence N74°58'30"W a distance of 35.36 feet; thence N29°58'30"W a distance of 60.00 feet; thence N60°01'30"E a distance of 35.00 feet; thence N29°58'30"W a distance of 35.31 feet; thence N0°47'00"W a distance of 259.14 feet; thence S89°58'30"E a distance of 200.00 feet; thence S0°47'00"E a distance of 10.00 feet; thence S89°58'30"E a distance of 585.00 feet; thence N0°47'00"W a distance of 560.00 feet to the Point of Beginning. Containing 13.60 Acres.

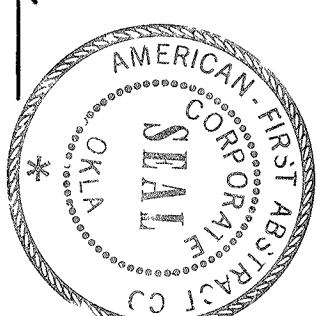
BONDED ABSTRACTER'S CERTIFICATE

The undersigned, a duly qualified and lawfully Bonded Abstractor of titles in and for the County of Cleveland, State of Oklahoma, hereby certifies that the records of said County show that the title to the land shown on the annexed plat is vested in Security National Bank And Trust Company, Norman, Oklahoma, Trustee, and that on the 7th day of May, 1981 there are no actions pending or judgments of any nature in any court or on file with the Clerk of any court in said County & State against said land or the Owners thereof; that the taxes are paid for the year 1980 and prior years; that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person; that there are no liens, mortgages or other encumbrances of any kind against the land included in the annexed plat except mortgages, mineral rights and rights of way of record. In witness whereof, said Bonded Abstractor has caused this instrument to be executed this 7th day of May, 1981.

AMERICAN-FIRST ABSTRACT COMPANY

Harold Cox  
President

Ed C. Sabor  
Attest: Assistant Secretary



STATE OF OKLAHOMA  
COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harold Cox to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation for the uses and purposes herein set forth. Given under my hand and seal this 7th day of May, 1981.

My Commission expires: June 17, 1984.

Stephen Carter  
Notary Public

PROFESSIONAL ENGINEER AND LAND SURVEYOR'S CERTIFICATE

I, Don G. Clark, do hereby certify that I am a Registered Professional Civil Engineer and Land Surveyor and that the annexed plat correctly represents a survey made under my supervision and that the monuments shown hereon actually exist and their positions are correctly shown. I further certify that this plat meets the permanence requirement of the State of Oklahoma statute, Section 1,

11 O.S. 1977, Section 518 as amended, September 5, 1975.

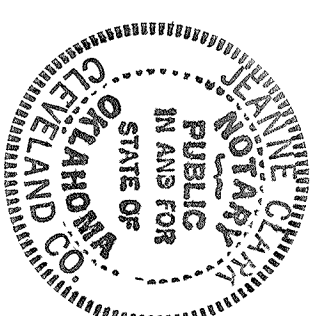
Don G. Clark, P.E. No. 4233, L.S. No. 414

STATE OF OKLAHOMA  
COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Don G. Clark to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal this 1st day of September, 1979.

My Commission expires: 1-10-83

Don G. Clark  
Notary Public



SUBDIVISION PLAT  
OF

BLOCKS 1 THRU 5

# EAST LINDSEY PLAZA

SECTION 3

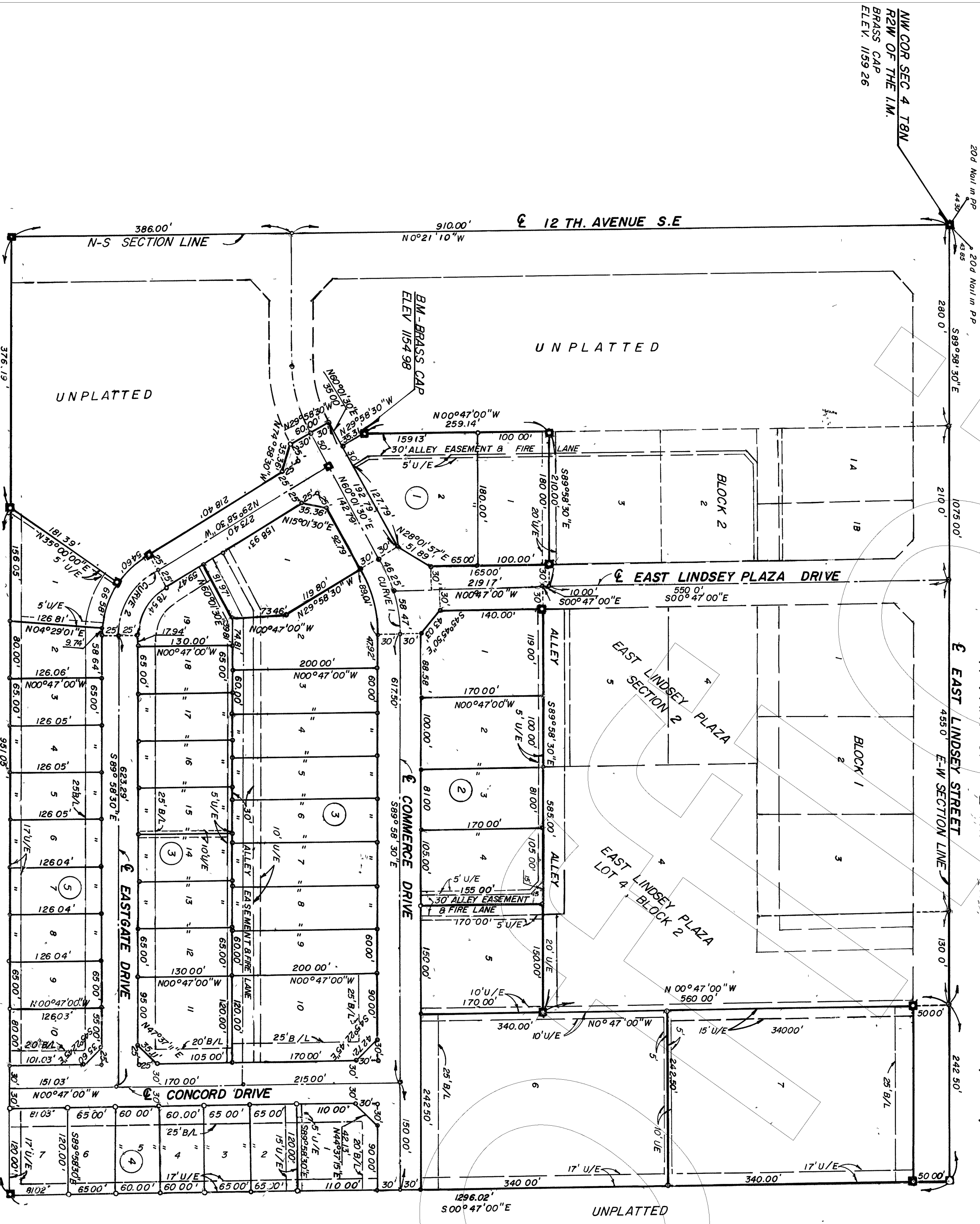
A PART OF THE NW 1/4 NW 1/4 OF SECTION 4, T8N, R2W  
NORMAN, CLEVELAND COUNTY, OKLAHOMA

2/22/23  
STATE OF OKLAHOMA  
COUNTY OF CLEVELAND  
FILED FOR RECORD  
Book 13 Page 16 of 17  
BILLY JEAN GATWOOD, County Clerk  
3/1/2023  
Rec. # 28,248

LEGAL DESCRIPTION: A part of the NW 1/4 NW 1/4 of Section 4, T8N, R2W of the 1.M., Norman, Cleveland County, Oklahoma more particularly described as follows:

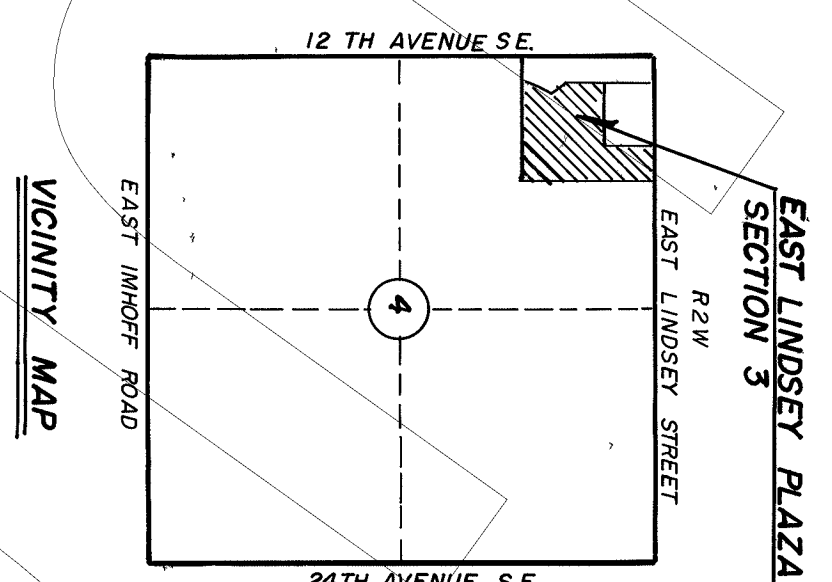
Beginning at a point on the North line of said NW 1/4 NW 1/4 1073.00 feet S89°58'30"E of the Northwest corner of said NW 1/4 NW 1/4, thence S89°58'30"E along said North line a distance of 242.50 feet to the Northeast corner of said NW 1/4 NW 1/4, thence S0°47'00"E along the East line of said NW 1/4 NW 1/4 a distance of 1296.02 feet to the Southeast corner of said NW 1/4 NW 1/4, thence N89°58'42"W along the South line of said NW 1/4 NW 1/4 a distance of 951.05 feet, thence N39°00'00"E a distance of 181.39 feet, thence Northwestly on a curve to the right having a radius of 125.00 feet a distance of 54.60 feet, thence N29°58'30"W a distance of 218.40 feet, thence N74°58'30"W a distance of 35.36 feet, thence N29°58'30"W a distance of 60.00 feet, thence N60°01'30"E a distance of 35.00 feet, thence N29°58'30"W a distance of 35.31 feet, thence N0°47'00"W a distance of 259.14 feet, thence S89°58'30"E a distance of 210.00 feet, thence S0°47'00"E a distance of 10.00 feet, thence S89°58'30"E a distance of 560.00 feet, thence N0°47'00"W a distance of 560.00 feet to the Point of Beginning Containing 19.60 Acres.

CURVE NO.	Δ	R	L	T	CHORD
1	30°00'00"	200'	104.72'	53.589'	103.928'
2	60°00'00"	100'	104.72'	57.735'	103.828'



SCALE: 1" = 100'

○ DENOTES IRON PIN  
■ DENOTES CONCRETE MONUMENTS



General City of  
Oklahoma  
(Waterman)  
2157-532

UNPLATTED

Lot Line Adjustment 412-04 3804/1337  
Lots 4B, 5B, 6B, 7B & 8B Block 3 R2W  
Lots 4C, 5C, 6C & 7C Block 3 13-16  
East Lindsey Plaza #3  
Short Form Plat BY 3890 BY 905  
9-15-2004 East Lindsey Plaza #3 (13-16)  
Lot 10A & 10B B1K 3

Lot Line Adjustment  
11-3-94  
Book 3113 Page 10A3  
Lots 3A-8A Block 3 R2W OS  
(21A) East Lindsey Plaza  
Lots 3B-8B B1K 3 East Lindsey OS

\* Lot Line Adjustment  
Lots 2 thru 5, B1K 4  
BK 2003 Pg 36



BT 10

11-82W

16,974

E-7778-1

399

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT

AMERICAN-FIRST TITLE & TRUST COMPANY, for and

STATE OF OKLAHOMA  
COUNTY OF CLEVELAND  
FILED FOR RECORD  
July 22 1977 at 11:43 AM  
Book 630 Page 398  
HELEN JANSING, Clerk  
By: [Signature] Deputy

in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

A part of the NW $\frac{1}{4}$  of Section 4, T8N, R2W of the Indian Meridian and more particularly described as follows:

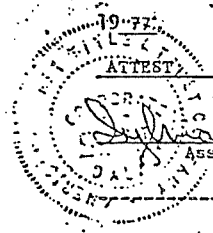
Commencing at the Northwest corner of said NW $\frac{1}{4}$ ; thence S89°58'30"E along the North line of said NW $\frac{1}{4}$  a distance of 1317.50 feet to the Northeast corner of the NW $\frac{1}{4}$  of said NW $\frac{1}{4}$ ; thence S00°47'00"E along the East line of said NW $\frac{1}{4}$  a distance of 899.00 feet to the Point of Beginning; thence S00°47'00"E continuing along said East line a distance of 10.00 feet; thence S89°58'42"E a distance of 217.98 feet; thence N00°01'18"E a distance of 10.00 feet; thence N89°58'42"E a distance of 218.12 feet to the Point of Beginning.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating the following public utility(ies) to wit:

All City owned and franchised utilities.

To have and to hold the same unto the said City, its successors and assigns, forever.

SIGNED and delivered this 24th day of June



ATTEST

AMERICAN-FIRST TITLE & TRUST COMPANY

[Signature]  
Assistant Secretary

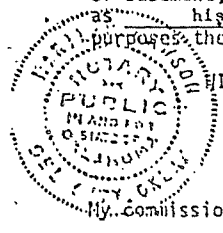
BY: B. B. Rice  
B. B. Rice, Vice-President

ACKNOWLEDGMENT  
OKLAHOMA

STATE OF OKLAHOMA, COUNTY OF CLEVELAND SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of June, 1977, personally appeared B. B. RICE, VICE PRESIDENT

to me known to be the identical person who executed the foregoing grant of easement, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.



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

Marilyn Dawson  
Notary Public

My commission expires February 18, 1981

Approved as to form and legality this 1 day of July, 1977.

GRANT OF EASEMENT (INDIVIDUAL ACKNOWLEDGMENT)

E-7778-1  
PAGE TWO

400

Hall M. Hunter  
Office of Counsel of the City

Approved and accepted by the Council of the City of Norman, this  
13th day of July, 1977.

Wm. S. Morgan  
Mayor

ATTEST:

J. Mary Hatley  
City Clerk

RIGHT OF WAY AGREEMENT

FILED: May 23, 1961 at 9:00 A.M.  
RECORDED: Book 355 Misc., Page 411

THE UNDERSIGNED, State Board of Public Affairs, (hereinafter referred to as "GRANTOR", whether one or more) for and in consideration of the sum of \$10.00 & OVC in hand paid by SUNRAY MID-CONTINENT OIL COMPANY, a corporation, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto SUNRAY MID-CONTINENT OIL COMPANY, its successors and assigns, (hereinafter referred to as "GRANTEE"), the right of way and easement to construct, lay, maintain, operate, relay, replace and remove a pipe line or lines for the transportation of oil, gas, other petroleum products and by-products or water, on, over, through, under and across the following described lands located in Cleveland County, State of Oklahoma, to-wit:

A 6-inch gas line across the E $\frac{1}{2}$  E $\frac{1}{2}$  E $\frac{1}{2}$  E $\frac{1}{2}$ , lying approximately 20 feet West of the fenceline, less 27 rods encompassing the cemetery in the NE NE NE- of Section 20-9N-2W, containing approximately 293 rods:

And the E $\frac{1}{2}$  E $\frac{1}{2}$  E $\frac{1}{2}$  E $\frac{1}{2}$ , lying approximately 5 to 20 feet inside of the fence line, in Section 29-9N-2W, containing approximately 321 rods;

And the W $\frac{1}{2}$  W $\frac{1}{2}$  W $\frac{1}{2}$  W $\frac{1}{2}$  of the NW/4, lying approximately 10 feet East of the fenceline, in Section 4-8N-2W, containing approximately 155 rods.

together with the right of ingress and egress to and from the same.

The consideration above recited includes full compensation for any and all damages to the above described lands, any improvements, fences, ponds, timber, crops or vegetation thereon, that may be occasioned by, or incident to, the laying, erection, and construction of the initial pipe line under the terms of this grant.

Should more than one pipe line be laid under the terms hereof, GRANTEE shall pay an additional consideration of 200 cents per lineal rod for each additional pipe line or lines so laid after the initial pipe line, and the additional consideration so paid shall likewise include full compensation for any and all damages, as stated above, that may be occasioned by, or incident to, the laying and construction of such additional pipe line or lines. In the event more than one additional pipe lines are laid in a single operation or in the same ditch, such lines shall be considered a single line for the purposes of calculating the additional consideration to be paid for the laying thereof.

GRANTOR shall have the right to fully use and enjoy the said premises, except for the purposes and easement herein granted to the GRANTEE. GRANTEE agrees to pay any damages to growing crops of GRANTOR,



## RIGHT OF WAY AGREEMENT

Page 2 355/411

resulting from the operation and maintenance of any pipe line or lines after the same have been laid and put in operation.

All pipe lines shall be laid upon a route selected by the GRANTEE, its successors or assigns, and shall, at the request of GRANTOR, be buried below plow depth.

TO HAVE AND TO HOLD said easement, rights and right of way unto SUNRAY MID-CONTINENT OIL COMPANY, its successors or assigns, for a period of twenty (20) years by the GRANTEE for any of the purposes aforesaid.

This agreement shall be deemed a covenant running with the lands described above, and shall enure to the benefit of, and be binding upon, the GRANTOR, their heirs, devisees, representatives and assigns, with the option being reserved by Grantee for renewal of said instrument for a like period of time.

Executed this 25 day of April, 1961.

CARL K. BATES  
GEORGE STREETS

STATE OF OKLAHOMA     )  
                              ) SS:  
COUNTY OF OKLAHOMA    )

Before me, a Notary Public in and for said County and State, on this 25th day of April, 1961, personally appeared Carl K. Bates and George Streets, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

(SEAL)

My commission expires June 18, 1962.

EVELYN C. MOORE,  
Notary Public

Refers to APMA 7 Assoc. etc.  
111 N. Peters Sub 101  
Norm OK 75069

50  
I  
**COPY**

**22618**

BOOK 1272 PAGE 83

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That SUN EXPLORATION AND PRODUCTION COMPANY, formerly Sunray Mid-Continent Oil Company, for good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents, release, relinquish and surrender all of its right, title and interest in and under and by virtue under that certain right of way agreement dated April 25, 1961, between the State Board of Public Affairs and Sunray Mid-Continent Oil Company, recorded in Book 355 of Miscellaneous Records, in the office of the County Clerk of Cleveland County, Oklahoma, at page 411, insofar and only insofar as said agreement affects the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

The W/2 W/2 W/2 W/2 NW/4, Section 4, Township 8 North, Range 2 West, Cleveland County, Oklahoma, less and except the West 65 feet thereof.

This Partial Release is executed upon the express condition that same shall in no way affect the aforesaid right of way agreement as to the excepted portion of the above described property and as to the remainder of the land originally described therein.

CLEVELAND COUNTY ABSTRACT COMPANY  
Bonded Abstracters

122 East Eufaula  
Norman, Oklahoma

Entry No. 25A

Phones: 321-8680  
321-8684

EXECUTED this 6th day of July, 1982.

SUN EXPLORATION AND PRODUCTION  
COMPANY



By: S M Burns

Agent and Attorney-in-Fact

ATTEST:

\_\_\_\_\_  
Secretary

(Seal)

STATE OF TEXAS )  
COUNTY OF DALLAS ) SS:

The foregoing instrument was acknowledged before me  
this 6th day of July, 1982, by S M Burns,  
~~Agent and Attorney-in-Fact~~ of SUN EXPLORATION AND PRODUCTION COMPANY, on  
behalf of said corporation.

B. Sue Burris  
Notary Public

My commission expires 10-7-85.

RW 901169-032

CLEVELAND COUNTY ABSTRACT COMPANY  
Bonded Abstracters

122 East Eufaula  
Norman, Oklahoma

Entry No. 258

Phones: 321-8680  
321-8684

1982 JUL 12 PM 1:16  
FILED OR RECORDED  
STATE OF OKLAHOMA  
CLEVELAND COUNTY  
CLERK  
BILLY JEAN GATENDON  
COUNTY CLERK

## GROUND FIELD PERMIT

FOR AND IN CONSIDERATION OF the sum of One Hundred Fifty dollars, cash in hand paid, receipt whereof is hereby acknowledged, Grantor, State Board of Public Affairs, State of Oklahoma, does hereby grant unto Sunray Oil Company, Grantee, its successors and assigns, the right to lay, maintain, inspect and remove a ground field to be used in conjunction with the cathodic protection of the Grantee's pipeline now located on the hereinafter described land, together with the right of ingress and egress to and from the same, said ground field to be located on the following described lands situated in the County of Cleveland, State of Oklahoma, to wit: S/2 of NE/4 of NE/4 Section 20, S/2 of NE/4 of SE/4 Section 29, all of T2N-R2E, and the S/2 of NW/4 of NW/4 Section 4 T2N-R2E.

It is agreed that the ground field to be laid under this grant shall be constructed and maintained below cultivation depth, with the exception of electric poles placed in Grantors fence line, so that the Grantor may fully use and enjoy the premises, subject to the rights of the Grantee to maintain said ground field.

The Grantee agrees to pay for any damage to crops, fences, or other improvements on said premises that may arise from the construction, maintenance, inspection or removal of said ground field.

This agreement shall be binding and inure to the benefits of the heirs, devisees, administrators, executors, successors or assigns of the parties hereto.

Signed and delivered on this 27th day of February, 1967.

## ACKNOWLEDGMENT

STATE OF Oklahoma }  
COUNTY OF Oklahoma } SS.

STATE OF OKLAHOMA  
COUNTY OF CLEVELAND  
FILED FOR RECORD  
Mar 23 1967 10:00 AM  
Book 466 Page 145  
HELEN JANSING, Clerk

Before me, a Notary Public in and for said county and state, on this 27th day of February, 1967, personally appeared Edna L. Reed and R. W. Johnson husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires:

June 18, 1970

Edna C. Moore  
Notary Public

2/w 1480

Book 13

4

3517

GROUND FIELD PERMIT

FOR AND IN CONSIDERATION OF the sum of One Hundred Fifty (\$150.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, Grantor, State Board of Public Affairs, State of Oklahoma, does hereby grant unto Sunray Oil Company, Grantee, its successors and assigns, the right to lay, maintain, inspect and remove a ground field to be used in conjunction with the cathodic protection of the Grantee's pipeline now located on the hereinafter described land, together with the right of ingress and egress to and from the same, said ground field to be located on the following described lands situated in the County of Cleveland, State of Oklahoma, to wit:

S/2 of NE/4 of NE/4 Section 20, S/2 of NE/4 of SE/4 Section 29, all of T9N, R2W, and the S/2 of NW/4 of NW/4 Section 4, T8N, R2W.

It is agreed that the ground field to be laid under this grant shall be constructed and maintained below cultivation depth, with the exception of electric poles placed in Grantor's fence line, so that the Grantor may fully use and enjoy the premises, subject to the rights of the Grantee to maintain said ground field.

The Grantee agrees to pay for any damage to crops, fences, or other improvements on said premises that may arise from the construction, maintenance, inspection or removal of said ground field.

This agreement shall be binding and inure to the benefits of the heirs, devisees, administrators, executors, successors or assigns of the parties hereto.

Signed and delivered on this 3rd day of April, 1967.

STATE OF OKLAHOMA  
COUNTY OF CLEVELAND  
FILED FOR RECORD  
APR 14 1967 10:00 AM  
Book 457 Page 4  
HELEN JANSING, Clerk  
By Edith Hill Deputy

STATE BOARD OF PUBLIC AFFAIRS,  
STATE OF OKLAHOMA  
By John H. Hays  
Board Member  
By J. D. Johnson  
Board Member

STATE OF OKLAHOMA)  
) SS.  
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said county and state, on this 3rd day of April, 1967, personally appeared John Hays and J. D. Johnson members of the State Board of Public Affairs, State of Oklahoma, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Evelyn C Moore  
Notary Public

My Commission Expires:

June 18, 1972

R/W 1480

BEK  
12/2/13

Filed: 04-18-2000 10:01:24 AM Doc Number: R 2000 13472

Book: RB 3155 Page:1307

**ASSIGNMENT AND BILL OF SALE**

Doc#: R 2000 13472  
Bk&Pg: RB 3155 1307-1443A  
Filed: 04-18-2000 BP  
10:01:24 AM ABS  
Cleveland County, OK

STATE OF OKLAHOMA

§

COUNTY OF CLEVELAND

§

§

1385 I

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is made among Conoco Inc., a Delaware corporation whose address is 600 North Dairy Ashford, Houston, Texas, 77079 ("Conoco"), Mitchell Gas Services L.P., a Delaware limited partnership whose address is 2002 Timberloch Place, The Woodlands, Texas 77387-4000 ("Mitchell"), C&L Processors Partnership, a Texas general partnership whose address is 600 North Dairy Ashford, Houston, Texas, 77079 ("C&L" and together with Conoco and Mitchell, the "Assignors"), Premier Oklahoma Processors I LLC, a Delaware limited liability company whose address is 600 North Dairy Ashford, Houston, Texas, 77079 ("Conoco LLC"), and Mit Okla, LLC, a Delaware limited liability company whose address is 2002 Timberloch Place, The Woodlands, Texas 77387-4000 ("Mitchell LLC" and together with Conoco LLC, the "Assignees").

**ARTICLE I**

**GRANTING AND HABENDUM CLAUSES**

1.1 **C&L Grants.** For good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, C&L does hereby grant, transfer, convey, assign and deliver unto each of Conoco LLC and Mitchell LLC, subject to the matters set forth herein an undivided one-half of all of C&L's right, title, and interest in and to all of the leases, permits, licenses and easements (including rights-of-way or similar property interests) described on Exhibits A-2, A-3, A-5, A-6 and A-10 hereto (collectively, the "Easements"). C&L's right, title and interest in such assigned properties and assets, the "C&L Assets".

TO HAVE AND TO HOLD an undivided one-half interest in and to the C&L Assets unto each of Conoco LLC and Mitchell LLC and their respective successors and assigns, forever, subject to the matters set forth herein.

1.2 **Conoco Grants.** For good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Conoco does hereby grant, transfer, convey, assign and deliver unto Conoco LLC, subject to the matters set forth herein, all of Conoco's right, title, and interest in and to the Easements (Conoco's right, title and interest in such Easements, the "Conoco Assets").

TO HAVE AND TO HOLD the Conoco Assets unto Conoco LLC and its successors and assigns, forever, subject to the matters set forth herein.

1.3 Mitchell Grants. For good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Mitchell does hereby grant, transfer, convey, assign and deliver unto Mitchell LLC, subject to the matters set forth herein, all of Mitchell's right, title, and interest in and to the Easements (Mitchell's right, title and interest in such Easements, the "Mitchell Assets").

TO HAVE AND TO HOLD the Mitchell Assets unto Mitchell LLC and its successors and assigns, forever, subject to the matters set forth herein.

## ARTICLE II

### DISCLAIMERS

2.1 Disclaimers. Each Assignor hereby assigns its interests in the Easements to the applicable Assignee(s) without recourse, covenant or warranty of title of any kind, express, implied or statutory, even to the return of the purchase price. Any covenants or warranties implied by statute or law by the use herein of the words "grant", "convey" or other similar words are hereby expressly restrained, disclaimed, waived and negated.

## ARTICLE III

### MISCELLANEOUS

3.1 Assumption. Each Assignee expressly assumes, and covenants to timely and fully perform, one-half of all obligations and liabilities that are attributable to the ownership and/or operation of the C&L Assets from and after the date of this Assignment. Conoco LLC expressly assumes, and covenants to timely and fully perform, all obligations and liabilities that are attributable to the ownership and/or operation of the Conoco Assets from and after the date of this Assignment. Mitchell LLC expressly assumes, and covenants to timely and fully perform, all obligations and liabilities that are attributable to the ownership and/or operation of the Mitchell Assets from and after the date of this Assignment.

3.2 Successors and Assigns. This Assignment shall bind and inure to the benefit of each Assignor and each Assignee and each of their respective successors and assigns.

3.3 Conoco Pipe Line Property Covenants. For a period of 20 years from the date of this Assignment, Conoco LLC (or its successors and assigns) will not, and will not permit any person or entity other than Conoco and its Affiliates to, use the pipelines or easements, rights-of-way and similar interests constituting any portion of the Conoco Pipe Line Property (defined below) for the purpose of gathering, transporting or other handling of crude oil, other than for gathering, transporting and otherwise handling natural gas liquids. To the extent it would not constitute a violation or breach, or result in the termination, of any applicable easement, right-of-way, permit or similar interest constituting any portion of the Conoco Pipe Line Property, upon request of Conoco within 20 years after the date of this Assignment, Conoco LLC (or its successors and assigns) will assign (without any warranty of title) to Conoco and/or its Affiliates (but not their respective

successors or assigns) the right to use such easement, right-of-way, permit or similar interest for the purpose of gathering, transporting or other handling of crude oil (other than natural gas liquids) and no other purpose. For the purposes of this Assignment, "Conoco Pipe Line Property" means all of the fee property, leases, permits, licenses and easements (including rights-of-way or similar property interests) described on Exhibits A-9 through A-11 hereto.

3.4 Definitions. This Assignment is subject to the Purchase and Sale Agreement dated March 10, 2000, as amended, between Duke Energy Field Services, Inc. ("Duke") and Conoco, and the Exchange Agreement dated March 10, 2000, as amended, between Duke and Mitchell. The term "Assets" as used herein shall mean collectively the C&L Assets, the Conoco Assets and the Mitchell Assets. Capitalized terms not otherwise defined herein shall (a) have the meanings ascribed to such terms in the Purchase and Sale Agreement between Duke and Conoco, with respect to assignments to Conoco LLC and (b) have the meanings ascribed to such terms in the Exchange Agreement between Duke and Mitchell with respect to assignments to Mitchell LLC.

3.5 Independent and Separate Obligations. The obligations of each Assignor and of each Assignee under this Assignment are independent and separate from the obligations of each other Assignor or Assignee, as appropriate, with respect to the obligations that such other Assignor or Assignee has assumed hereunder, and each will be enforced as if each Assignor had executed separate agreements with each applicable Assignee.

[The remainder of this page is intentionally left blank.]



Executed by each of the parties as of the date of its acknowledgment below.

**ASSIGNORS:**

**C&L PROCESSORS PARTNERSHIP**

By its sole general partners:

CONOCO INC., in its capacity as general partner

By: Michael T. Swenson  
Michael T. Swenson, Attorney-in-Fact MS

MITCHELL GAS SERVICES L.P., in its capacity as  
general partner

By: J. W. Varner  
J.W. Varner, Senior Vice President JW

**CONOCO INC.**

By: Michael T. Swenson  
Michael T. Swenson, Attorney-in-Fact MS

**MITCHELL GAS SERVICES L.P.**

By: J. W. Varner  
J.W. Varner, Senior Vice President JW

**ASSIGNEES:**

**PREMIER OKLAHOMA PROCESSORS I LLC,**  
by its sole member, Conoco Inc.

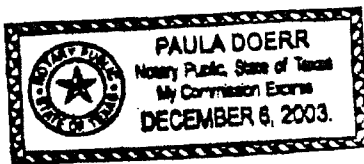
By: Michael T. Swenson  
Michael T. Swenson, Attorney-in-Fact MS

**MIT OKLA, LLC,**  
by its sole member, Mitchell Gas Services L.P.

By: J. W. Varner  
J.W. Varner, Senior Vice President JW

STATE OF TEXAS §  
COUNTY OF HARRIS §

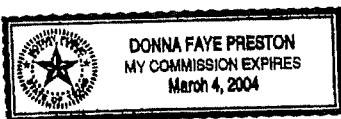
This instrument was acknowledged before me on this the 31<sup>st</sup> day of March, 2000, by Michael T. Swenson, Attorney-in-Fact of Conoco Inc., a Delaware corporation, on behalf of said corporation in its capacity as general partner of C&L Processors Partnership, a Texas general partnership, and individually.



Paula Doerr  
Notary Public in and for  
the State of Texas

STATE OF TEXAS §  
COUNTY OF HARRIS §

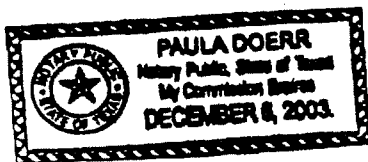
This instrument was acknowledged before me on this the 31<sup>st</sup> day of March, 2000, by J.W. Varner, Senior Vice President of Mitchell Gas Services L.P., a Delaware limited partnership, on behalf of said limited partnership in its capacity as general partner of C&L Processors Partnership, a Texas general partnership, and individually.



Donna Faye Preston  
Notary Public in and for  
the State of Texas

STATE OF TEXAS §  
COUNTY OF HARRIS §

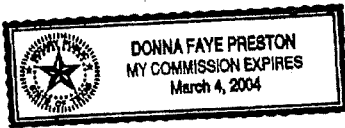
This instrument was acknowledged before me on this the 31<sup>st</sup> day of March, 2000, by Michael T. Swenson, Attorney-in-Fact of Conoco Inc., a Delaware corporation on behalf of such corporation in its capacity as sole member of Premier Oklahoma Processors I LLC, a Delaware limited liability company.



Paula Doerr  
Notary Public in and for  
the State of Texas

STATE OF TEXAS       §  
                                 §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on this the 31<sup>st</sup> day of March, 2000, by J.W. Varner, Senior Vice President of Mitchell Gas Services L.P., a Delaware limited partnership on behalf of said limited partnership in its capacity as sole member of Mit Okla, LLC, a Delaware limited liability company.



Donna Faye Preston  
Notary Public in and for  
the State of Texas

RPT NO: B0246-01  
JOB NO: EXHIBITEXHIBIT A-5  
NGP 004  
GOLDSBY  
PERMITS  
CLEVELAND COUNTY, OKLAHOMA

000001

RUN DATE: 03/28/2000  
RUN TIME: 13.24.55

DOC NO	CONTRACT DT	SERIAL NUMBER	GRANTOR	GRANTEE	VOLUME	PAGE	RECORDING INFORMATION
							ENTRY
007007	01/23/1967	NONE	BOARD OF COUNTY COMMISSIONERS	SUNRAY DX OIL COMPANY			NOT REC
LEGAL DESCRIPTION: CLEVELAND COUNTY, OKLAHOMA PERMIT FOR PIPE LINE TO CROSS HWY BEG AT NE/4 OF N/2N2 SEC 5 & CROSSING BETWEEN SEC 4 & 5-0N-1E.							
007025	02/23/1967		WILLIAM A. CARROLL, ETUX	SUNRAY DX OIL CO.	466	142	2804
LEGAL DESCRIPTION: CLEVELAND COUNTY, OKLAHOMA GROUND FIELD PERMIT COVERING S/2SW1/4 SEC 11-9N-3W.							
007029	03/01/1967		L. D. MCDANIEL, ETUX	SUNRAY DX OIL COMPANY	466	143	2805
LEGAL DESCRIPTION: CLEVELAND COUNTY, OKLAHOMA GROUND FIELD PERMIT FOR W/2NW SEC 5-0N-2W.							
007034	04/03/1967	NONE	STATE BOARD OF PUBLIC AFFAIRS	SUNRAY DX OIL COMPANY	467	4	3517
LEGAL DESCRIPTION: CLEVELAND COUNTY, OKLAHOMA S/2NE1/4 SEC 20; S/2NE1/4 SEC 29-9N-2W; S/2NW1/4 SEC 4-0N-2W.							
007039	02/27/1967	NONE	STATE BOARD OF PUBLIC AFFAIRS	SUNRAY DX OIL COMPANY	466	145	2807
LEGAL DESCRIPTION: CLEVELAND COUNTY, OKLAHOMA S/2NE1/4 SEC 20, S/2NE1/4 SEC 29-9N-2W; S/2NW1/4 SEC 4-0N-2W.							
007071	07/18/1966		CITY OF MOORE, OKLAHOMA	HID-CONTINENT PIPE LINE COMPANY			NOT REC
LEGAL DESCRIPTION: CLEVELAND COUNTY, OKLAHOMA PERMIT FOR PIPE LINE IN NW SEC 34-10N-3W.							
008016	09/22/1976	14-434	DEPARTMENT OF HIGHWAYS	PHILLIPS PETROLEUM COMPANY			NOT REC
LEGAL DESCRIPTION: CLEVELAND COUNTY, OKLAHOMA 4" STEEL PETROLEUM PRODUCTS TO CROSS U.S. 77 & FURTHER DESC AS 67.5 FT W & S OF NE/4 SE SEC 6-10N-2W.							
008102	01/08/1982	164979	ATCHISON, TOPEKA AND SANTA FE RY CO SUN EXPLORATION & PRODUCTION CO.				NOT REC
LEGAL DESCRIPTION: CLEVELAND COUNTY, OKLAHOMA ONE 6" NATURAL GAS PIPE LINE CROSSING RR R-O-W AT MP 396+0950, STA 20918+50, NEAR STA OF MOORE IN SE							

\* RECEIPT FOR ADDITIONAL RIGHT OF WAY RECORDING

NOTE: Together with other  
property not herein abstracted.

RPT NO: B0246-01  
JOB NO: EXHIBITEXHIBIT A-5  
MGP 004  
GOLDEN  
PERMITS  
CLEVELAND COUNTY, OKLAHOMA

000008

RUN DATE: 03/28/2000  
RUN TIME: 13.24.53

DOC NO	CONTRACT DI	SERIAL NUMBER	GRANTOR	GRANTEE	VOLUME	RECORDING INFORMATION	ENTRY
045244	07/05/1995	F 2187	CITY OF OKLAHOMA CITY	CAL PROCESSORS PARTNERSHIP			NOT REC
LEGAL DESCRIPTION: CLEVELAND COUNTY, OKLAHOMA 8" GAS GATHERING PIPELINE IN NW SEC 8-10N-3W.							
045604	02/03/1965	118942	ATCHISON, TOPEKA AND SANTA FE RY CO SUNDAY DX OIL COMPANY				NOT REC
LEGAL DESCRIPTION: CLEVELAND COUNTY, OKLAHOMA ONE 4 1/2" GAS P/L CROSSING RAILROAD'S R-O-W FROM NP 406+2509 TO NP 407+5279.8, NEAR NOBLE, OK. (ATISF# 118942)							
047249	02/27/1990	E-7073	CITY OF OKLAHOMA CITY	SUN OPERATING LIMITED PARTNERSHIP			NOT REC
LEGAL DESCRIPTION: CLEVELAND COUNTY, OKLAHOMA AN UNDERGROUND PIPELINE LOCATED IN SW SEC 30-10N-3W, N OF SH 164TH AND E OF MAY AVE.							
047273	11/21/1969	14-869	DEPARTMENT OF TRANSPORTATION	ORXY ENERGY COMPANY			NOT REC
LEGAL DESCRIPTION: CLEVELAND COUNTY, OKLAHOMA A 3 1/2" POLYETHYLENE NATURAL GAS PIPELINE TO CROSS S.H. 77 APPROX 1 MILE N OF THE INTERSECTION OF S.H. 9 & 77 & FURTHER DESC AS 33 FT N OF SW/C OF SEC 4-8N-2W.							
047274	08/23/1969	14-863	DEPARTMENT OF TRANSPORTATION	ORXY ENERGY COMPANY			NOT REC
LEGAL DESCRIPTION: CLEVELAND COUNTY, OKLAHOMA A 4 1/2" POLYETHYLENE GAS PIPELINE TO CROSS S.H. 77-N APPROX 5.75 MILES N OF US 77 & SH 77H JCT IN NORMAN & FURTHER DESC AS 102 FT N OF THE SE/C (FRANKLIN RD.) IN SEC 5-9N-2W.							
051970	01/30/1990	22-90	CITY OF NORMAN	ORXY ENERGY COMPANY			NOT REC
LEGAL DESCRIPTION: CLEVELAND COUNTY, OKLAHOMA OFFSITE CONSTRUCTION PERMIT FOR PIPELINE CROSSING 12TH AVE SE (SH #77) IN SEC 4; SEC 5-8N-2W.							

\* RECEIPT FOR ADDITIONAL RIGHT OF WAY RECORDING

NOTE: Together with other  
property not herein abstracted.

BU 44

10212

Cleveland Co., Okla. m/22.00  
BOOK 1920 PAGE 342

ASSIGNMENT

STATE OF OKLAHOMA       )  
                                  )    KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF CLEVELAND    )

STATE OF OKLAHOMA  
CLEVELAND COUNTY  
FILED FOR RECORD  
1986 MAR 24 PM 2:08  
BILLY HAN GATWOOD  
COUNTY CLERK

7       THAT, MOBIL PIPE LINE COMPANY, (formerly named Magnolia Pipe Line Company), a Delaware corporation, whose mailing address is P. O. Box 900, Dallas, Texas 75221, hereinafter referred to as "Assignor", for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by KOCH GATHERING SYSTEMS, INC., a Kansas Corporation, whose mailing address is P. O. Box 2256, Wichita, Kansas 67201, hereinafter referred to as "Assignee", the receipt and sufficiency of which is hereby acknowledged, and subject to that certain Agreement of Sale and Purchase dated December 23, 1985, between Assignor and Assignee, has GRANTED, SOLD, CONVEYED, TRANSFERRED and ASSIGNED, and by these presents does GRANT, SELL, CONVEY, TRANSFER and ASSIGN unto Assignee all of Assignor's right, title and interest in and to the right-of-way agreements, easements, grants, leases, licenses, franchises or permits which are more fully described and set forth in Exhibit "A" attached hereto and made a part hereof, all of which affect lands situated in Cleveland County, Oklahoma and which relate to the Lone Grove to Oklahoma City Four-Inch Main Line, together with all prescriptive rights, if any, owned by Assignor in the lands in Cleveland County, Oklahoma, traversed by said pipeline insofar as such prescriptive rights apply to said pipeline.

TO HAVE AND TO HOLD the above described premises unto Assignee, its successors and assigns forever.

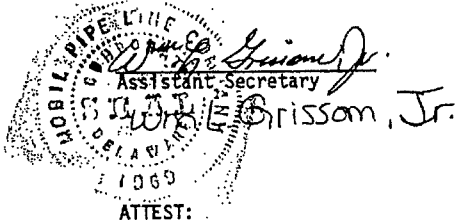
Assignor makes no warranty of title, express or implied, with respect to the above described premises except as expressly provided in the above described Agreement of Sale and Purchase.

By the acceptance of this Assignment, Assignee does hereby assume and agree to perform the obligations of Assignor under and pursuant to the right-of-way Agreements, easements, grants, leases, licenses, franchises or premits assigned herein, from and after 7:00 a.m. on the date hereof and the

obligations thereunder shall be binding upon Assignee, its successors and assigns.

EXECUTED this the 3rd day of January, 1986.

ATTEST:



ATTEST:

H. Allan Caldwell  
Assistant Secretary  
H. Allan Caldwell

MOBIL PIPE LINE COMPANY

By: D. L. Dennard Pr  
D. L. Dennard

Title: Vice President

KOCH GATHERING SYSTEMS, INC.

By: W. C. Stanford  
W. C. Stanford  
e: Vice President

Corporate Seal Not Shown

(ACKNOWLEDGMENTS ATTACHED)

CORPORATE ACKNOWLEDGMENTS

THE STATE OF TEXAS     §  
                                   §  
 COUNTY OF DALLAS       §

BEFORE ME, the undersigned authority, on this day personally appeared D. L. Dennard, Vice President of MOBIL PIPE LINE COMPANY, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 3<sup>RD</sup> day  
 of JANUARY, 1986.

My Commission Expires:

My commission expires  
October 31, 1988

*Doris Hickey*  
 Notary Public in and for  
 Dallas County, Texas

DORIS HICKEY, Notary Public  
 for the State of Texas

THE STATE OF TEXAS     §  
                                   §  
 COUNTY OF DALLAS       §

BEFORE ME, the undersigned authority, on this day personally appeared W.C. Stanford, Vice President of KOCH GATHERING SYSTEMS, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 3<sup>RD</sup> day  
 of January, 1986.

My Commission Expires:

My commission expires  
October 31, 1988

*Doris Hickey*  
 Notary Public in and for  
 Dallas County, Texas

DORIS HICKEY, Notary Public  
 for the State of Texas

0497G/dcf



- FWO-392 Atchison, Topeka and Santa Fe Railway Co. to Magnolia Petroleum Company dated September 3, 1940, granting a railroad crossing at Norman, Cleveland County, Oklahoma.  
P/L 4419
- FWO-393 Road crossing State Highway 77, Cleveland County, Oklahoma.
- FWO-394 Sylvester Tullius and Georgia E. Tullius to Magnolia Petroleum Company dated July 30, 1940, granting right-of-way across E/2 NW/4 Section 9, Township 8N, Range 2W, recorded in Book 94, Page 66, Deed Records, Cleveland County, Oklahoma.
- FWO-394 International Business Machines to Mobil Pipe Line Company dated November 12, 1969, amending a right-of-way across a 3.55 acre tract out of the E/2 NW/4 Section 9, Township 8N, Range 2W, recorded in Book 500, Page 134, Deed Records, Cleveland County, Oklahoma.
- FWO-395 Thomas A. Foster and Nota Guin Foster to Magnolia Petroleum Company dated July 15, 1940, granting a right-of-way across SW/4 less 4 acres out of SW/4 lying west of U.S. 77, Section 4, Township 8N, Range 2W, recorded in Book 94, Page 65, Deed Records, Cleveland County, Oklahoma.
- FWO-395 Security National Bank and Trust Company of Norman, Oklahoma, Trustee, to Mobil Pipe Line Company dated March 28, 1983, granting a right-of-way across three tracts out of the NW/4 and the SW/4 of Section 4, Township 8N, Range 2W, recorded in Book 1410, Pages 170-176, Deed Records, Cleveland County, Oklahoma.
- FWO-396 American First Title and Trust Company to Mobil Pipe Line Company dated October 13, 1972, amending a right-of-way across 116.3 acre tract out of the NW/4 of Section 4, Township 8N, Range 2W, recorded in Book 545, Page 32, Deed Records, Cleveland County, Oklahoma.
- FWO-396 State Board of Public Affairs of the State of Oklahoma to Magnolia Petroleum company dated July 25, 1940 granting a right-of-way across NW 1/4 Section 4 Township 8N Range 2W, Cleveland County, Oklahoma not recorded.
- FWO-397 Gretchen Brauer to Mobil Pipe Line Company dated July 29, 1940, granting a right-of-way across SW/4 Section 33, Township 9N, Range 2W, recorded in Book 94, Page 117, Deed Records, Cleveland County, Oklahoma.
- FWO-397 Colonial Estates to Magnolia Petroleum Company dated February 23, 1972, amending a right-of-way across a 40.85 acre tract out of the S/2 of Section 33, Township 9N, Range 2W, recorded in Book 532, Page 15, Deed Records, Cleveland County, Oklahoma.
- FWO-398 John M. Fischer and Celia Fischer to Magnolia Petroleum Company dated July 24, 1940, granting a right-of-way across S/2 NW/4 Section 33, Township 9N, Range 2W, recorded in Book 94, Page 82, Deed Records, Cleveland County, Oklahoma.
- FWO-398 Southwest Title and Trust, Inc. to Mobil Pipe Line Company dated February 21, 1969, amending a right-of-way across S/2 NW/4 Section 33, Township 9N, Range 2W, recorded in Book 523, Page 276, Deed Records, Cleveland County, Oklahoma.
- FWO-398 Village Estates, Inc. to Mobil Pipe Line Company dated May 7, 1969, amending a right-of-way across a portion of the S/2 NW/4 Section 33, Township 9 North, Range 2W, recorded in Book 494, Page 43, Deed Records, Cleveland County, Oklahoma.
- FWO-399 Omer E. Roberts to Magnolia Petroleum Company dated July 25, 1940, granting a right-of-way across N/2 NW/4 Section 33, Township 9N, Range 2W, recorded in Book 94, Page 118, Deed Records, Cleveland County, Oklahoma.

Box #15

Return to: English, Patten & Rife, 210 G. Main, Suite 200, Norman, OK 73069

47323

n/c.

EX-1897 REC 303

The attached is a true and correct copy of Rules and Regulations for the Central Oklahoma Master Conservancy District adopted by the Board of Directors of said district on March 3, 1982 pursuant to and in accordance with the provisions of the Administrative Procedures Act, Title 78 Oklahoma Statutes, Sections 301 et seq., as amended June 8, 1985.

Richard Strouhal  
RICHARD SIROUAL, President

ATTEST:

George Cheek, Jr.  
GEORGE CHEEK, JR., Secretary

STATE OF OKLAHOMA  
COUNTY CLERK  
FILED IN REGISTRY  
1985 DEC -6 PM 4:15  
BILLY GARY CARR  
COUNTY CLERK

**RULES AND REGULATIONS FOR THE  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
ADOPTED MARCH 3, 1982**

Pursuant to powers vested in the boards of directors of master conservancy districts by Title 82 Oklahoma Statutes, Sections 541, 541.1, 542, 545 and 571 and the order of incorporation of the Central Oklahoma Master Conservancy District entered by the District Court of Cleveland County on September 10, 1959, the following rules and regulations for the area within the facing side of the ridge line in the sections described on the attached Appendix I are hereby adopted.

1. There shall be no discharge of waste into the Little River or its watershed. Waste includes any substance, treated or untreated, which would adversely affect the quality of water or its fitness as a drinking water supply, and any substance containing any discharge from the bodies of human beings or animals or any contaminating chemicals.

2. All waste treatment systems in the Little River watershed shall be constructed and operated in accordance with applicable state laws and rules and regulations promulgated by the appropriate state agencies, including the Oklahoma Corporation Commission, the Oklahoma Water Resources Board, the Oklahoma State Department of Health, Oklahoma Agriculture Department and Oklahoma Wildlife Department.

3. All buildings or structures which utilize or are required by state law or agency rule to utilize waste disposal systems shall be located on a site which contains at

least one acre.

4. Persons discharging waste into the Little River watershed pursuant to and in accordance with permits issued by a state agency prior to the adoption of these rules may continue to operate under the terms of said permits but they shall not be allowed to expand or increase their discharges after the adoption of these rules.

5. No person shall alter land for the purpose of development or changing land use, including preparation for building or erection of a structure and construction of temporary or permanent roadways, in a manner which allows a loss of soil greater than the number of tons per acre recommended by Cleveland County Conservation District's Soil Survey Interpretations and all amendments thereto. All soil erosion control techniques and devices shall conform to the specifications of the Cleveland County Conservation District's Best Management Practices and all amendments thereto. Plans for all such control techniques and devices shall be approved in writing by the Cleveland County Conservation District.

6. All exploration and production of minerals shall comply with Corporation Commission rules concerning drilling and disposal of waste, including Corporation Commission Order No. 90123.

7. All users of temporary camps and temporary recreational areas shall provide pit privies or chemical toilets which comply with State Health Department regulations. Temporary camps and recreational areas means any area to be used by less than twenty (20) persons for less than ten (10) days.

8. All rules and written statements of policy, final orders, decisions and opinions of the COMCD shall be available for public inspection at the main office of the COMCD, Route 4, Box 275, Norman, Oklahoma, 73071.

9. These rules and regulations shall be enforced through the district courts of the State of Oklahoma.

1897 306  
Amended June 5, 1985

Appendix I

all or part of the following sections drain into the Lake Thunderbird Basin:

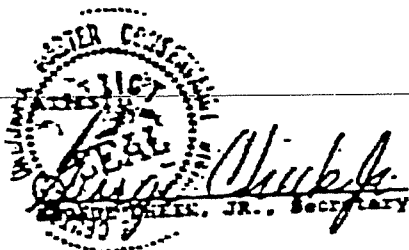
<u>Section</u>	<u>Township</u>	<u>Range</u>
3 and 7	8 N	1 E
1 through 30	8 N	1 W
1, 2, 3, 4, 9, 10, 11, 12,	8 N	2 W
13, 14, 15, 16, 23, 24, 25, and 26	8 N	2 W
3, 4, 5, 6, 7, 8, 9, 10, 16, 17,	9 N	1 E
18, 19, 20, 21, 29, 30, 31, and 32	9 N	1 E
1 through 36	9 N	1 W
1, 2, 3, 4, 5, 6, 7, 8, 9,	9 N	2 W
10, 11, 12, 13, 14, 15, 16, 17,	9 N	2 W
18, 19, 20, 21, 22, 23, 24, 25,	9 N	2 W
26, 27, 28, 29, 33, 34, 35, and 36	9 N	2 W
1, 2, 3, 4, 10, 11, 12, 13, 14,	9 N	3 W
15 and 24	9 N	3 W
5, 6, 7, 8, 9, 15, 16, 17, 18,	10 N	1 E
19, 20, 21, 22, 27, 28, 29, 30,	10 N	1 E
31, 32, 33, and 34.	10 N	1 E
1 through 36	10 N	1 W
1 through 36	10 N	2 W ✓
1, 2, 3, 4, 10, 11, 12, 13, 14,	10 N	3 W
15, 21, 22, 23, 24, 25, 26, 27,	10 N	3 W
28, 33, 34, 35, and 36.	10 N	3 W
18, 19, 30, 31, and 32	11 N	1 E
7, 8, 9, 10, 11, 13, 14, 15, 16,	11 N	1 W
17, 18, 19, 20, 21, 22, 23, 24,	11 N	1 W
25, 26, 27, 28, 29, 30, 31, 32,	11 N	1 W
33, 34, 35, and 36	11 N	1 W
23, 24, 25, 26, 27, 31, 32, 33,	11 N	2 W
34, 35, and 36.	11 N	2 W
34, 35, 36	11 N	3 W

48158

NOV 18 99 MW 29 NYC

The attached is a true and correct copy of Rules and Regulations for the Central Oklahoma Master Conservancy District, adopted by the Board of Directors of said district on March 3, 1982 pursuant to and in accordance with the provisions of the Administrative Procedures Act, Title 75 Oklahoma Statutes, Sections 301 et seq., as amended June 3, 1985.

*Richard Strouhal*  
RICHARD STROUHALL, President



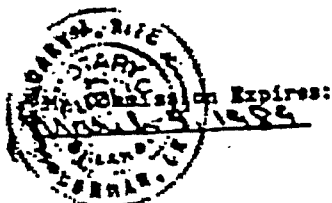
NOT RECORDED  
FILED IN RECORD  
NOV 22 1985  
FBI - OKLAHOMA  
FBI - OKLAHOMA  
FBI - OKLAHOMA

STATE OF OKLAHOMA }  
COUNTY OF CLEVELAND } 25

On this 4th day of December, 1985, before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Richard Strouhal to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as president of the Central Oklahoma Master Conservancy District and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Subscribed and sworn to before me and given under my hand and seal the day and year last above written.

*[Signature]*  
NOTARY PUBLIC



NOT RECORDED  
FILED IN RECORD  
NOV 22 1985  
FBI - OKLAHOMA  
FBI - OKLAHOMA  
FBI - OKLAHOMA

**RULES AND REGULATIONS FOR THE  
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT  
ADOPTED MARCH 3, 1982**

Pursuant to powers vested in the boards of directors of master conservancy districts by Title 82 Oklahoma Statutes, Sections 341, 341.1, 342, 343 and 371 and the order of incorporation of the Central Oklahoma Master Conservancy District entered by the District Court of Cleveland County on September 18, 1959, the following rules and regulations for the area within the facing side of the ridge line in the sections described on the attached Appendix I are hereby adopted.

1. There shall be no discharge of waste into the Little River or its watershed. Waste includes any substance, treated or untreated, which would adversely affect the quality of water or its fitness as a drinking water supply, and any substance containing any discharge from the bodies of human beings or animals or any contaminating chemicals.

2. All waste treatment systems in the Little River watershed shall be constructed and operated in accordance with applicable state laws and rules and regulations promulgated by the appropriate state agencies, including the Oklahoma Corporation Commission, the Oklahoma Water Resources Board, the Oklahoma State Department of Health, Oklahoma Agriculture Department and Oklahoma Wildlife Department.

3. All buildings or structures which utilize or are required by state law or agency rule to utilize waste disposal systems shall be located on a site which contains an

least one acre.

4. Persons discharging waste into the Little River watershed pursuant to and in accordance with permits issued by a state agency prior to the adoption of these rules may continue to operate under the terms of said permits but they shall not be allowed to expand or increase their discharges after the adoption of these rules.

5. No person shall alter land for the purpose of development or changing land use, including preparation for building or erection of a structure and construction of temporary or permanent roadways, in a manner which allows a loss of soil greater than the number of tons per acre recommended by Cleveland County Conservation District's Soil Survey Interpretations and all amendments thereto. All soil erosion control techniques and devices shall conform to the specifications of the Cleveland County Conservation District's Best Management Practices and all amendments thereto. Plans for all such control techniques and devices shall be approved in writing by the Cleveland County Conservation District.

6. All exploration and production of minerals shall comply with Corporation Commission rules concerning drilling and disposal of waste, including Corporation Commission Order No. 90123.

7. All users of temporary camps and temporary recreational areas shall provide pit privies or chemical toilets which comply with State Health Department regulations. Temporary camps and recreational areas means any area to be used by less than twenty (20) persons for less than ten (10) days.

8. All rules and written statements of policy, final orders, decisions and opinions of the COMCD shall be available for public inspection at the main office of the COMCD, Route 4, Box 275, Norman, Oklahoma, 73071.

9. These rules and regulations shall be enforced through the district courts of the State of Oklahoma.



Appendix I

All or part of the following sections drain into the Lake Thunderbird Basin:

<u>Section</u>	<u>Township</u>	<u>Range</u>
and 7	8 N	1 E
through 30	8 N	1 W
2, 3, 4, 9, 10, 11, 12,	8 N	2 W
3, 14, 15, 16, 23, 24, 25, and 26	8 N	2 W
4, 5, 6, 7, 8, 9, 10, 16, 17,	9 N	1 E
8, 19, 20, 21, 29, 30, 31, and 32	9 N	1 E
through 36	9 N	1 W
2, 3, 4, 5, 6, 7, 8, 9,	9 N	2 W
10, 11, 12, 13, 14, 15, 16, 17,	9 N	2 W
18, 19, 20, 21, 22, 23, 24, 25,	9 N	2 W
26, 27, 28, 29, 33, 34, 35, and 36	9 N	2 W
2, 3, 4, 10, 11, 12, 13, 14,	9 N	3 W
5 and 24	9 N	3 W
6, 7, 8, 9, 15, 16, 17, 18,	10 N	1 E
19, 20, 21, 22, 27, 28, 29, 30,	10 N	1 E
31, 32, 33, and 34.	10 N	1 E
through 36	10 N	1 W
through 36	10 N	2 W
2, 3, 4, 10, 11, 12, 13, 14,	10 N	3 W
15, 21, 22, 23, 24, 25, 26, 27,	10 N	3 W
28, 33, 34, 35, and 36.	10 N	3 W
18, 19, 30, 31, and 32	11 N	1 E
7, 8, 9, 10, 11, 13, 14, 15, 16,	11 N	1 W
17, 18, 19, 20, 21, 22, 23, 24,	11 N	1 W
25, 26, 27, 28, 29, 30, 31, 32,	11 N	1 W
33, 34, 35, and 36	11 N	1 W
23, 24, 25, 26, 27, 31, 32, 33,	11 N	2 W
34, 35, and 36.	11 N	2 W
34, 35, 36	11 N	3 W