

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

Community Escrow & Title Co.

File Number: SW220120974

Dated 1/6/2022

(Revision No.: 2; revised on 2/9/2022)

Auction Tracts 1 - 5 (Payne County, Oklahoma)

For sealed bid auction (2/18/2022 bid deadline) conducted by:

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

On behalf of:

Kinnick Properties, LLC

 First American Title™	ALTA Commitment for Title Insurance
Schedule A	ISSUED BY First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent:	Community Escrow & Title Co.	Issuing Office:	623 South Lewis, Stillwater, OK 74074
Issuing Office's ALTA® Registry ID:	1077777	Loan ID No.:	
Commitment No.:	SW220120974	Issuing Office File No.:	SW220120974
Property Address:	6220 E 6th St, Stillwater, OK 74074		
Revision No.:	2		

SCHEDULE A

1. Commitment Date: January 6, 2022 at 07:45 AM
2. Policy to be issued:
 - (a) ☒ ALTA Owners Policy (06/17/06)
Proposed Insured: To Be Determined
Proposed Policy Amount: TBD
 - (b) ☒ ALTA Loan Policy (06/17/06)
Proposed Insured: TO BE DETERMINED
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title, at the Commitment Date, vested in:
Kinnick Properties, LLC, an Oklahoma limited liability company
5. The Land is described as follows:

SEE SCHEDULE A (CONTINUED) ATTACHED HERETO

Community Escrow & Title Co.


By: 

Community Escrow & Title Co. Lic #10011514,
BY: JOHN W. BARTLEY, TL #115832, OBA#6124

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: SW220120974

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Kinnick Properties, LLC, an Oklahoma limited liability company to To Be Determined.
 - b. Mortgage from To Be Determined to TO BE DETERMINED, securing the principal amount of \$0.00.
5. NOTE: The State of Oklahoma requires the payment of a documentary stamp tax as a condition precedent to the recordation of any deed as provided by 68 Okla. Stat. 3201, subject to the exemptions provided for by 68 Okla. Stat. 3202.
6. NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage as provided by 68 O.S. Stat. 1901
7. Return properly executed Seller/Owner Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.
8. Pay the agreed amount for the estate or interest to be insured.
9. Furnish an accurate Survey of the premises which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exceptions will remain on policy.
10. Final policy cannot be issued, unless abstract certificate date, which is at January 6, 2022, is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before close of business 180 Calendar Days after the above date.

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SCHEDULE BI & BII
(Continued)

11. Obtain and file a Release of a mortgage granted by construction mortgage granted by Kinnick Properties, LLC, an Oklahoma limited liability company, as Mortgagor and BancFirst, as Mortgagee, dated February 20, 2006, in the original amount of [REDACTED], recorded on February 23, 2006, in Book 1624, Page 612.
12. Obtain and file a Release of a mortgage granted by construction mortgage granted by Kinnick Properties, LLC, an Oklahoma limited liability company, as Mortgagor and BancFirst, as Mortgagee, dated August 6, 2007, in the original amount of [REDACTED], recorded on September 13, 2007, in Book 1735, Page 97.
13. Obtain and file a Release of a mortgage granted by mortgage granted by Kinnick Properties, LLC, an Oklahoma limited liability company, as Mortgagor and BancFirst, as Mortgagee, dated September 11, 2014, in the original amount of [REDACTED], recorded on September 25, 2014, in Book 2213, Page 617.
14. Obtain and file a Release of a mortgage granted by mortgage granted by Kinnick Properties, LLC, an Oklahoma limited liability company, as Mortgagor and BancFirst, as Mortgagee, dated October 19, 2016, in the original amount of [REDACTED], recorded on October 24, 2016, in Book 22361, Page 909.
15. With respect to Kinnick Properties, LLC, furnish a complete copy of its Articles of Organization; operating agreement and any amendments thereto; Verification of Good Standing; and satisfactory evidence of the authority of the officers, managers, or members to execute the documents required to close the proposed transaction.
16. There are various ongoing closures and inaccessibility of certain records in counties and municipalities across the country due to the COVID-19 Emergency. If unable to record documents in the Public Records due to closure or inaccessibility, execution of an Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency is required by the parties to the contemplated transaction. Contact the Company prior to closing as additional requirements and/or exceptions may be added based on the facts and circumstances of the transaction.
17. Assignment of the leases evidenced by:
a Memorandum of Lease recorded on December 18, 2006, in Book 1681, page 715, naming Kinnick Properties LLC as Lessor and Outdoor America, Inc., as Lessee, with a stated 15 year term.

Memorandum of Lease recorded on December 18, 2006, in Book 1681, page 719, naming Kinnick Properties LLC as Lessor and Outdoor America, Inc., as Lessee, with a stated 15 year term.

Memorandum of Lease recorded on July 13, 2020, in Book 2574, page 884, naming Kinnick Properties LLC as Lessor and Headrick Outdoor Media, Inc., as Lessee.

Memorandum of Lease recorded on July 13, 2020, in Book 2574, page 889, naming Kinnick Properties LLC as Lessor and Headrick Outdoor Media, Inc., as Lessee.

Memorandum of Lease recorded on July 13, 2020, in Book 2574, page 894, naming Kinnick Properties LLC as Lessor and Headrick Outdoor Media, Inc., as Lessee.

If assignments can not be obtained, exceptions for the above memorandums of lease shall appear on the final title policies.

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SCHEDULE BI & BII
(Continued)

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Easements or claims of easements not recorded in the Public Record.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. The Standard Exceptions (2, 3, 4 and 5 above) may be eliminated in the Policy upon meeting the requirements of the Company.
7. Ad valorem taxes for Year 2022 amount of which is not ascertainable, due or payable.
8. 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.
9. 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
10. Water rights, claims or title to water, whether or not shown by the public records.
11. 33-foot statutory section line right-of-way along all exterior section lines.
12. Easement for Right-of-way in favor of the State of Oklahoma, along the West of the SW/4, recorded on June 25, 1927, in Book 36 Misc., Page 1.
13. Right-of-way in favor of OKAN Pipeline Company, in the SW/4, recorded on May 18, 1955, in Book 121 Misc., Page 338.

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SCHEDULE BI & BII
(Continued)


14. Right-of-way in favor of Fifty-One East Water, Inc., in the SW/4, recorded on June 26, 1972, in Book 193 Misc., Page 159.
15. Right-of-way in favor of Central Rural Electric Cooperative, recorded on July 14, 2005, in Book 1582, Page 359.
16. Right-of-way in favor of Oklahoma Natural Gas Company, recorded on August 8, 2005, in Book 1589, Page 397.
17. Road/Utility Easement in favor of Oklahoma Natural Gas Company, 51 East Water Rural Water District, and Central Rural Electric Cooperative, recorded on March 2, 2006, in Book 1625, Page 885.
18. Right-of-way in favor of Central Rural Electric Cooperative, recorded on March 8, 2006, in Book 1627, Page 146.
19. Right-of-way in favor of Central Rural Electric Cooperative, recorded on June 29, 2006, in Book 1649, Page 609.
20. Right-of-way and Easement in favor of Plains Pipeline LP, recorded on October 29, 2015, in Book 2293, Page 142.
21. Right-of-way Easement in favor of 51 East Water, Inc., recorded on October 21, 2016, in Book 2361, Page 844.
22. Memorandum of Lease recorded on December 18, 2006, in Book 1681, page 715, naming Kinnick Properties LLC as Lessor and Outdoor America, Inc., as Lessee, with a stated 15 year term.
23. Memorandum of Lease recorded on December 18, 2006, in Book 1681, page 719, naming Kinnick Properties LLC as Lessor and Outdoor America, Inc., as Lessee, with a stated 15 year term.
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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A (Continued)	

File No.: SW220120974

LEGAL DESCRIPTION

The Land referred to in this policy is described as follows:

The Southwest Quarter (SW/4) of Section Fifteen (15), Township Nineteen (19) North, Range Three (3) East of the Indian Meridian, Payne County, Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT Highway right-of-way, and LESS AND EXCEPT the following three tracts of land:

Tract No. 1: A tract of land beginning at the Northwest corner (NW/cor) of the SW/4 of Section 15, Township 19 North, Range 3 East of the I.M., Payne County, Oklahoma, Thence North 89°40' East along the North line of said SW/4 a distance of 650.00 feet; Thence South 00°57' West a distance of 536.0 feet; Thence South 89°40' West a distance of 650.0 feet; Thence North 00°57' East a distance of 536.0 feet to the point of beginning.

Tract No.2: A tract of land in the SW/4 of Section 15, Township 19 North, Range 3 East of the I.M., Payne County, Oklahoma, more particularly described as beginning at a point 72.1 feet North of the Southwest corner (SW/cor) of said Section 15, said point being on the North right-of-way line of State Highway 51; Thence North along the West line of said SW/4 a distance of 660 feet; Thence North 89°23'29" East a distance of 660 feet; Thence South a distance of 660 feet to the North right-of-way line of State Highway 51; Thence South 89°19' West along said right-of-way line a distance of 166.3 feet; Thence continuing along said right of-way line South 89°25' West a distance of 493.7 feet to the point of beginning.

Tract No. 3: A strip, piece or parcel of land lying in part of the SW/4 of Section 15, Township 19 North, Range 3 East in Payne County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at the Southeast corner of said SW/4, thence North along the East line of said SW/4 a distance of 86.92 feet, thence South 88°46'33" West a distance of 180.99 feet; thence North 85°30'49" West a distance of 50.25 feet; thence South 88°46'33" West a distance of 800.00 feet; thence South 85°54'48" West a distance of 100.12 feet; thence South 88°46'33" West a distance of 868.90 feet; thence South 00°23'01" West a distance of 19.78 feet; thence South 88°46'48" West a distance of 626.99 feet; thence South 88°46'48" West a distance of 33.01 feet; thence South 00°23'01" West a distance of 72.10 feet to the Southwest corner of said SW/4; thence North 88°40'13" East along the South line of said SW/4 a distance of 2660.38 feet to the point of beginning.

William G. Kinnick, et al
To
State of Oklahoma.

FILED: June 25, 1927 at 9:32 A.M.

RECORDED: Book 36 Misc. page 1.

EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That William G. Kinnick, et al, a single person and-----
husband and wife, of Perry, Okla., County, State of Oklahoma, for
and in consideration of the sum of Seventy Dollars and set fence back
and rebuild same. (\$70.00) and other good and valuable considerations,
paid by the State of Oklahoma, the receipt of which is hereby acknow-
ledged, ha__ this day granted, bargained, sold and conveyed unto the
said State of Oklahoma, a perpetual easement across, including all
damages and building of fences, over and under the following describ-
ed lots or parcels of land, lying and being situated in Payne County,
Oklahoma, to-wit:

A Strip, piece or parcel of land lying in the SW $\frac{1}{4}$ of
Section 15, T 19 N, R 3 E, in Payne County, Oklahoma.
Said parcel of land being a right-of-way for Oklahoma
Federal Aid Project No. 198-B. Said parcel of land
being further described by metes and bounds as follows:

Beginning at the SW corner of said SW $\frac{1}{4}$, thence north
along the west line of said SW $\frac{1}{4}$, a distance of 50 feet, thence
N 89° 21' E, a distance of 516.0 feet, thence N. 89° 16'
E, a distance of 2160 feet, to a point on the east line
of said SW $\frac{1}{4}$, thence south along said east line a distance
of 45 feet, to the SE corner of said SW $\frac{1}{4}$, thence west
along the south line of said SW $\frac{1}{4}$, a distance of 2676 feet,
to point of beginning. Containing 0.89 acres, more or
less, in addition to present right-of-way.

Said grantors hereby covenants and warrants that at the time of
the delivery of these presents they are the owners of the before des-
cribed premises in fee simple; that the same are free and clear of all
liens and claims whatsoever, and that they will so long as this
easement is in full force and effect defend the same unto the State of
Oklahoma against all and every person whomsoever claiming the same.

This easement is granted for the sole purpose of enabling the
State of Oklahoma, its officers, agents, contractors, and employees
to go upon, construct, build and at all times maintain a public road
through, along and over the property herein described and enable the
State of Oklahoma, its officers, agents, contractors and employees
to always keep said road open for the use of the public.

36 Misc. page 1.....Cont'd.

If for any reason the State of Oklahoma, its officers, agents, and employees should abandon the above described tract of land for road purposes, this easement is null and void.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hand and seal this the 28th day of April, 1927.

William G. Kinnick
Forest G. Kinnick
Van Kinnick
Clark Kinnick.

STATE OF OKLAHOMA }
COUNTY OF NOBLE } SS.

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this 28 day of April, 1927, personally appeared William G. Kinnick, Forest G. Kinnick, Van Kinnick and Clark Kinnick, 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)

Jas. M. Taylor
Notary Public

My commission expires 29 day of Sept. 1929.

John William Kinnick and
Joyce Kinnick

to

OKAN PIPELINE COMPANY, a
Delaware corporation

RIGHT OF WAY CONTRACT

DATED: February 8th, 1955

FILED: May 18, 1955 at 8:40 AM

RECORDED: Book 121 Misc. Page 338

- - - - -

FOR AND IN CONSIDERATION OF AN AGGREGATE SUM EQUAL TO One Dollar (\$1.00) per rod for each rod of pipe line to be constructed under the terms hereof, to be paid at the time and in the manner hereinafter set forth, John William Kinnick and Joyce Kinnick, hereinafter referred to as Grantors (whether one or more), do hereby warrant and convey unto OKAN PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove a pipe line for the transportation of oil, gas and the products thereof, on, over, and through the following described lands, of which Grantors warrant they are the owners in fee simple, situated in Payne County, State of Oklahoma, to-wit:

Southwest Quarter (SW/4) Section 15 Township 19 N Range 3 E

together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid.

Grantee agrees to pay the sum of Ten Dollars (\$10.00), upon the execution hereof, receipt of which is hereby acknowledged. Any balance due to be paid to the Grantors after the survey establishing the route of the line has been completed, and before construction is commenced. It being mutually agreed that if Grantee fails to make payment of the balance due within twelve (12) months from the date hereof, all rights, terms and conditions of this contract shall cease and determine.

Grantors to have the right to fully use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct, nor permit to be built, created or constructed, any obstruction, building, engineering works, or other structure over said pipe line. Grantee hereby agrees to pay any damages

Book 121 Misc. Page 338.....Cont'd

which may arise to growing crops, pasturage, fences, or buildings of said Grantors from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three dis interested persons, one thereof to be appointed by Grantors, one by Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

It is agreed that any payment due under this agreement may be made direct to said Grantors or any one of them, or by depositing such payment to the credit of said Grantors or any one of them in the Stillwater National Bank at Stillwater, Okla., which bank, its successors or assigns, is hereby designated Grantors' agent for the receipt of such sums.

Any pipe line constructed by said Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation.

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

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

This Right of way contract grants herein the construction of one line only.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 8th day of February, 1955.

Signed, sealed and delivered
in the presence of:

John William Kinnick
Joyce Kinnick

W. H. Culver
David Haak

Book 121 Misc. Page 338.....Cont'd

ACKNOWLEDGED: February 8th, 1955
By John William Kinnick and Joyce
Kinnick, his wife,
Before David Haak, Notary Public in and
for Payne County, State of Oklahoma.
(SEAL)
Commission expires January 8-1956.

JOHN W. KINNICK and
JOYCE H. KINNICK

RIGHT-OF-WAY EASEMENT.

DATED: March 27, 1972

TO

FILED: June 26, 1972 at 8:43 am

FIFTY-ONE
EAST WATER, INC.,
a corporation

RECORDED: Book 193 Misc., Page 159

CONSIDERATION: \$1.00 & OGVC

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to JOHN W. KINNICK and JOYCE H. KINNICK

hereinafter referred to as GRANTOR, by FIFTY-ONE EAST WATER, INC., a corporation, duly organized and existing under the Laws of the State of Oklahoma, and having as its principal place of business Stillwater, Oklahoma, hereinafter referred to as the GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right of ingress and egress, to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water pipe line over, across and through the land of the GRANTOR, situate in PAYNE County, State of OKLAHOMA, said land being described as follows:

SW/4 of Section 15, Township 19 North, Range 3 East

together with the right of ingress and egress over the adjacent lands of the GRANTOR, their successors and assigns, for the purposes of this easement, with the further right to change the size of such pipeline as may be necessary or expedient for the full use and enjoyment of said easement and to do any and all convenient things incident to such construction, operation, repairing and maintaining of such water, pipe line. The GRANTEE agrees to bury said pipe line below plow depth. As a part of the consideration of this easement, the GRANTEE shall not assign this easement or any right thereunder to any Assignee, for any other purpose or use except as originally intended by this Easement.

The easement shall be 20 feet in width. The center line of said easement shall be in close proximity to and parallel with the property line of the above described real property, where feasible.

CONTINUED

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR(S) have executed this instrument this 27th day of March, 19 72.

X John W. Kinnick
Joyce H. Kinnick

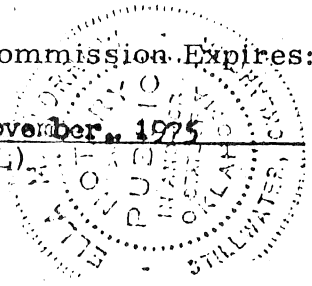
STATE OF OKLAHOMA, COUNTY OF PAYNE, SS:

Before me, the undersigned, a Notary Public within and for said County and State, on this 27th day of March, 19 72, personally appeared JOHN W. KINNICK and JOYCE H. KINNICK, personally known to me to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:

1, November, 1975
(SEAL)



Ella M. Morrow
Notary Public

1582 0359

Do not stamp or write outside of this line.

Representative: Pat JorgensenAccount No. 24 15 32Applicant: Kinnick Properties**RIGHT-OF-WAY EASEMENT****KNOW ALL MEN BY THESE PRESENTS, THAT**

we, the undersigned, (whether one or more) Kinnick Properties LLC By Tom Kinnick, Manager (unmarried) (husband or wife) for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, unto the Central Rural Electric Cooperative, a cooperative corporation, and to its successors or assigns an easement over, across, under and through the land of the undersigned grantor(s) above situated in the county of Payne, State of Oklahoma, being described as follows:



See Addendum A

1-2005-010530 07/14/2005 2:15 pm
Book 1582 Page(s) 0359-0361
Fee: \$ 17.00 Doc: \$ 0.00
Sherril Schleffer - Payne County Clerk
State of Oklahoma

in Sec. 15, Twp. 19N, Range 3E, together with the right of ingress and egress over the adjacent lands of the above grantor(s) successors and assigns for the purpose of this easement, and grant by said easement to the Central Rural Electric Cooperative, a cooperative corporation, its successors or assigns, the right, privilege and authority to construct, place, operate, repair, maintain, convert to higher or lower voltage, and replace on the above described land and/or under or upon any street, road, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto, an overhead or underground electric transmission or distribution line or system. To prevent the placement of any structure that may, in the judgment of the cooperative, interfere with or endanger said electrical system or its maintenance or operation, and to clear and control by chemical or mechanical means all trees, shrubbery, and other vegetation that may interfere or threaten or endanger the operation of said line or system.

This easement shall be 30 feet in width, which is described as follows:

See Addendum B

and 15 feet either side of the electric facilities as built or existing and the necessary easement to serve the premises.

The undersigned also agrees that this easement permits the future addition or respacing of poles or underground systems in the initial line as may be required to provide electric service to the area or to meet standards of current electrical codes.

The undersigned covenant that they are the owners of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seal(s) this 23rd day of May, 2005.

GRANTOR (S)

Tom R. Kinnick
President Manager - Tom R. Kinnick

~~SECRETARY~~**ACKNOWLEDGMENT**

~~CORPORATE~~
Individual

**MUST BE SIGNED BY ALL
PROPERTY OWNERS
OF RECORD**

STATE OF OKLAHOMA

COUNTY OF Payne

Before me, the undersigned Notary Public within and for the above County and State, on the 23 day of May, 2005, personally appeared,

Tom Kinnick
known to be the identical person(s) 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 (of which corporation is the President), for the uses and purposes therein set forth.

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

ALL SIGNATURES MUST

My Commission Expires:

My commission expires June 8, 2006
My commission #02000050

BE NOTARIZEDNotary Public
Residing at:Cushing OK 74023

Please return to Central Rural Electric Cooperative, PO Box 1809, Stillwater, OK, 74076.

Do not stamp or write outside of this line.

Do not stamp or write outside of this line.

5/12

231

Addendum "A"
Legal Description for Kinnick Properties, LLC

The Southwest Quarter (SW/4) of Section Fifteen (15), Township Nineteen (19) North, Range Three (3) East of the Indian Meridian, Payne County, Oklahoma, less and except highway right of way, and LESS AND EXCEPT the following three tracts of land:

Tract No. 1: A tract of land beginning at the Northwest corner (NW/cor) of the SW/4 of Section 15, Township 19 North, Range 3 East of the I.M., Payne County, Oklahoma, Thence North 89°40' East along the North line of said SW/4 a distance of 650.0 feet; Thence South 00°57' West a distance of 536.0 feet; Thence South 89°40' West a distance of 650.0 feet; Thence North 00°57' East a distance of 536.0 feet to the point of beginning, containing 8 acres, more or less, AND

Tract No. 2: The surface and surface rights only in a tract of land in the SW/4 of Section 15, Township 19 North, Range 3 East of the I.M., Payne County, Oklahoma, more particularly described as beginning at a point 72.1 feet North of the Southwest corner (SW/cor) of said Section 15, said point being on the North right-of-way line of State Highway 51; Thence North along the West line of said SW/4 a distance of 660 feet; Thence North 89°23'29" East a distance of 660 feet; Thence South a distance of 660 feet to said North right-of-way line of State Highway 51; Thence South 89°19' West along said right-of-way line a distance of 166.3 feet; Thence continuing along said right-of-way line South 89°25' West a distance of 493.7 feet to the point of beginning

Tract No. 3: A strip, piece or parcel of land lying in part of the SW/4 of Section 15, Township 19 North, Range 3 East in Payne County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at the Southeast corner of said SW/4, thence North along the East line of said SW/4 a distance of 86.92 feet, thence South 88°46'33" West a distance of 180.99 feet; thence North 85°30'49" West a distance of 50.25 feet; thence South 88°46'33" West a distance of 800.00 feet; thence South 85°54'48" West a distance of 100.12 feet; thence South 88°46'33" West a distance of 868.90 feet; thence South 00°23'01" West a distance of 19.78 feet; thence South 88°46'48" West a distance of 626.99 feet; thence South 88°46'48" West a distance of 33.01 feet; thence South 00°23'01" West a distance of 72.10 feet to the Southwest corner of said SW/4; thence North 88°40'13" East along the South line of said SW/4 a distance of 2660.38 feet to the point of beginning, containing 1.01 acres, more or less of new right-of-way, the remaining area included in the above description being right-of-way occupied by present State Highway 51.

Addendum "B"
Legal Description for Kinnick Properties, LLC

A tract of land in the Southwest Quarter (SW/4) of Section Fifteen (15), Township Nineteen (19) North, Range Three (3) East, I.M., Payne County, Oklahoma, more particularly described as follows:

Commencing at the Southwest Corner of said Southwest Quarter, thence N00°23'01" East along the section boundary a distance of 732.10 feet to the Point of Beginning, Thence continuing North 00°23'01" East along said boundary a distance of 20.00 feet, Thence North 88°37'14" East a distance of 999.40 feet, Thence South 00°23'01" West a distance of 20.00 feet, Thence South 88°37'14" West a distance of 999.40 feet to the Point of Beginning

And

The East 20 feet of the West 48 feet along Prairie Road.

1589 0397

I-2005-012017 08/08/2005 1:41 pm
Book 1589 Page(s) 0397-0398
Fee: \$ 15.00 Doc. \$ 0.00
Sherri Schleffer - Payne County Clerk
State of Oklahoma

RIGHT OF WAY AGREEMENT

FORM 428 (1-00)

THIS AGREEMENT, made and entered into by and between KINNICK PROPERTIES, LLC,

an Oklahoma limited liability company

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a Division of ONEOK, Inc., an Oklahoma corporation, hereinafter called the Grantee.
PO BOX 871 - Tulsa, OK 74102

WITNESSETH, that said Grantor, for and in consideration of \$ 10.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of PAYNE State of OKLAHOMA, and more particularly identified and described as follows, to-wit:

A 20' wide easement located on a tract of land in the SW/4 SW/4 Sec.15-T19N-R3E, said easement being more particularly described as follows:

Commencing at the SW/cor said SW/4; thence N00°23'01"E along Section boundry a distance of 732.10' to the Point of Beginning; thence continuing N00°23'01"E along said boundry a distance of 20'; thence N88°37'14"E a distance of 999.40'; thence S00°23'01"W a distance of 20'; thence S88°37'14"W a distance of 999.40' to the Point of Beginning.

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 29th day of July, 2005.

KINNICK PROPERTIES, LLC

Tom Kinnick
BY: _____ MANAGER

Return to:
ONG
R/W Department
Box 871
Tulsa, OK 74102-0871

(Individual[s])

STATE OF _____ }
COUNTY OF _____ } ss.



This instrument was acknowledged before me on the _____ day of _____, _____, by

and _____

My Commission Expires: _____

NOTARY PUBLIC

888214
8-5-05
Negotiated by DAVID J. RENTFROW

Rods 601

Line Stillwater Dist. J.O. 021.2197.2197. 8740100.11

R/W# 5-10

240

10-10-10

1589 0398

012017
1519-33

(Individual[s])

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on the _____ day of _____, _____, by

_____ and _____.

My Commission Expires: _____ NOTARY PUBLIC

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on the _____ day of _____, _____, by

_____ and _____.

My Commission Expires: _____ NOTARY PUBLIC

(Non-Individual)*

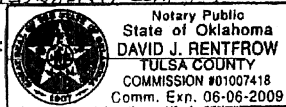
STATE OF OKLAHOMA }
COUNTY OF PAYNE } ss.

This instrument was acknowledged before me on the 29th day of JULY, 2005, by

TOM R. KINNICK as MANAGER of KINNICK PROPERTIES, LLC.

a(n) OKLAHOMA LIMITED LIABILITY COMPANY.

My Commission Expires: _____



David J. Rentfrow
NOTARY PUBLIC

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on the _____ day of _____, _____, by

_____ as _____ of _____.

a(n) _____.

My Commission Expires: _____ NOTARY PUBLIC

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on the _____ day of _____, _____, by

_____ as _____ of _____.

a(n) _____.

My Commission Expires: _____ NOTARY PUBLIC

* (When completing a non-individual acknowledgment, note name of person executing the easement, title of such person, name of corporation or other entity granting easement and form of entity.)

1625 0885

I-2006-002887 03/02/2006 9:19 am
Book 1625 Page(s) 0885-0887
Fee: \$ 17.00 Doc: \$ 0.00
Sherri Schieffer - Payne County Clerk
State of Oklahoma

ROAD/UTILITY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Kinnick Properties L.L.C. hereby grants to Oklahoma Natural Gas, 51 East Rural Water District, Central Rural Electric Cooperative, a General Utility Easement along Kinnick Road (A Private Road), and the right to construct, maintain, operate, replace, or remove GENERAL UTILITIES and appurtenant structures in, upon, over and across certain real property situated in Payne County, Oklahoma and more particularly described as follows:

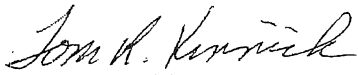
SEE ATTACHED GENERAL UTILITY EASEMENT DESCRIPTIONS for
KINNICK PROPERTIES L.L.C.

Together with the right to enter upon and to pass and repass over and along said easement to deposit tools, implements and other materials thereon by said General Utility provider, its officers, agents and employees and by any contractor engaged by said General Utility provider, whenever and wherever necessary for the purposes set forth above.

Reserving however to the owner of the fee underlying this easement herein granted, the continued uses of the surface of said real property subject to the condition that the erecting of buildings, wall, fences, and other structures shall be prohibited.

Signed this 1st day of March, 2006.

Kinnick Properties L.L.C.


Tom R. Kinnick
President, Kinnick Properties L.L.C.



RETURN TO: KINNICK PROPERTIES LLC, 5912 E. 6TH Ave, Stillwater, Ok 74074

On this 1st day of March, 2006, before me, the undersigned, a Notary Public in and for Lincoln County and State of Oklahoma, on this day Personally appeared Tom R. Kinnick, President, Kinnick Properties, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me the re-executed the same for the consideration therein expressed.

My commission expires 12/07/09
my commission No. 01019945

Kristi L. Tate, Notary Public



1200
5-P

1625 0886

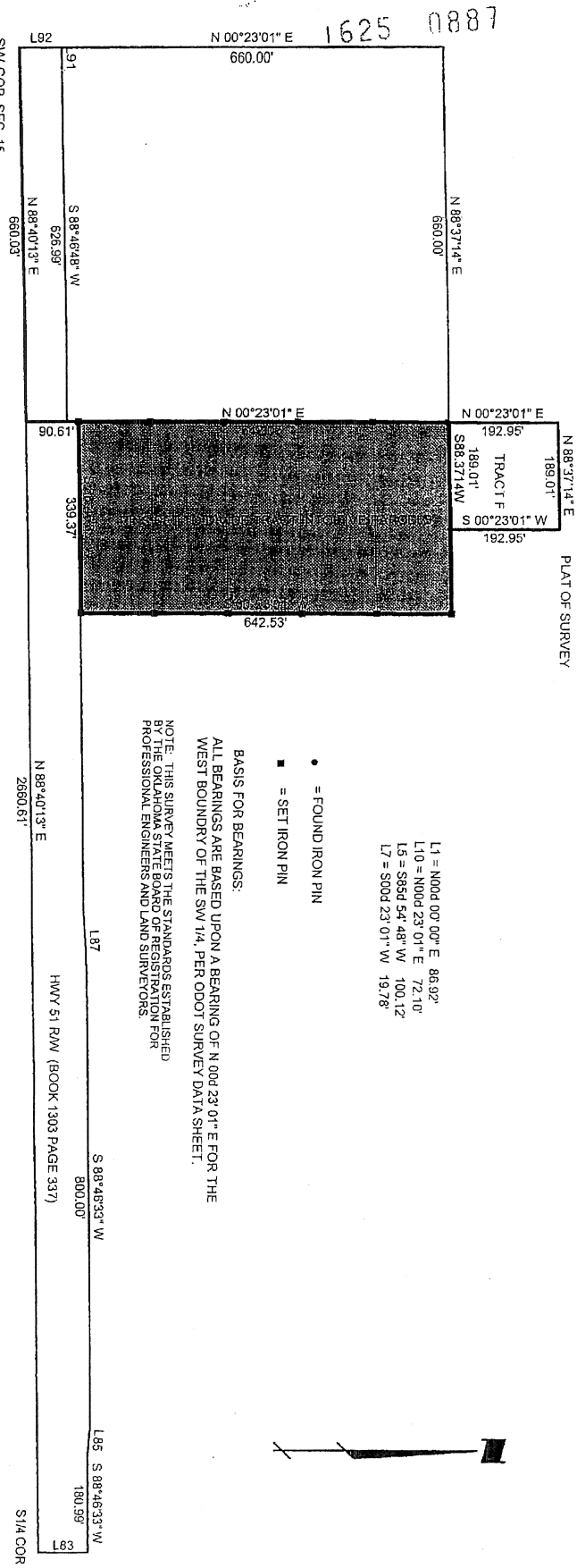
LEGAL DESCRIPTION FOR KINNICK UTILITY EASEMENT
(60' GENERAL UTILITY EASEMENT ALONG PRIVATE ROAD)
MAY 21, 2005
(REV. 3/1/06)

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIFTEEN (15),
TOWNSHIP NINETEEN (19) NORTH, RANGE THREE (3) EAST, INDIAN MERIDIAN, PAYNE
COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE
NORTH 88d 40' 13" EAST ALONG THE SECTION BOUNDARY A DISTANCE OF 660.03 FEET,
THENCE NORTH 00d 23' 01" EAST A DISTANCE OF 90.61 FEET TO A POINT ON THE
NORTH RIGHT OF WAY BOUNDARY OF STATE HIGHWAY 51, THENCE NORTH 88d 46' 33"
EAST ALONG SAID BOUNDARY A DISTANCE OF 188.98 FEET TO THE POINT OF
BEGINNING: THENCE NORTH 00d 23' 01" EAST A DISTANCE OF 835.53 FEET, THENCE
NORTH 88d 37' 14" EAST A DISTANCE OF 60.00 FEET, THENCE SOUTH 00d 23' 01" WEST A
DISTANCE OF 835.69 FEET TO A POINT ON SAID HIGHWAY RIGHT OF WAY, THENCE
SOUTH 88d 46' 33" WEST ALONG SAID BOUNDARY A DISTANCE OF 60.00 FEET TO THE
POINT OF BEGINNING.

JIMMY W. HILL
R.L.S. NOL 129
2700 S. WESTERN
STILLWATER, OK 74074

TKUT

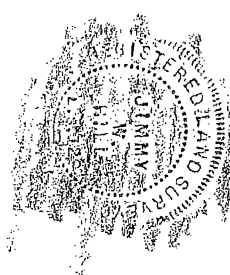


CERTIFICATION:

I, JIMMY W. HILL, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THIS PLAT TO BE AN ACCURATE REPRESENTATION OF A FIELD SURVEY PERFORMED BY ME FOR TRACT IN THE SOUTHWEST QUARTER OF SECTION FIFTEEN, TOWNSHIP NINETEEN NORTH, RANGE THREE EAST, INDIAN WARDEN, PAINE COUNTY, OKLAHOMA. SEE ATTACHED LEGAL DESCRIPTION.

WITNESS MY HAND AND SEAL THIS DAY OF APRIL, 2006.

JIMMY W. HILL
PLS NO. 1125
2100 S. WESTERN
STILLWATER, OK 74074
743-4455 LS524



1627 0146

I-2006-003258 03/08/2006 2:20 pm

Book 1627 Page(s) 0146-0147

Fee: \$ 15.00 Doc: \$ 0.00

Sherri Schieffer - Payne County Clerk
State of Oklahoma

Do not stamp or write outside of this line.

Representative: Pat FansmanAccount No. 24 15 33Applicant: Kinnick Properties**RIGHT-OF-WAY EASEMENT****KNOW ALL MEN BY THESE PRESENTS, THAT**

we, the undersigned, (whether one or more) Tom R. Kinnick for Kinnick Properties LLC
(unmarried) (husband or wife) for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant,
unto the Central Rural Electric Cooperative, a cooperative corporation, and to its successors or assigns an easement over, across,
under and through the land of the undersigned grantor(s) above situated in the county of Payne, State of Oklahoma,
being described as follows:

See attached addendum



in Sec. 15, Twp. 19N, Range 3E, together with the right of ingress and egress over the adjacent lands of the above grantor(s) successors and assigns for the purpose of this easement, and grant by said easement to the Central Rural Electric Cooperative, a cooperative corporation, its successors or assigns, the right, privilege and authority to construct, place, operate, repair, maintain, convert to higher or lower voltage, and replace on the above described land and/or under or upon any street, road, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto, an overhead or underground electric transmission or distribution line or system. To prevent the placement of any structure that may, in the judgment of the cooperative, interfere with or endanger said electrical system or its maintenance or operation, and to clear and control by chemical or mechanical means all trees, shrubbery, and other vegetation that may interfere or threaten or endanger the operation of said line or system.

This easement shall be 15 feet in width, which is described as follows:

15 feet adjacent and adjoining the East and West sides of the above described tracts.

and 7.5 feet either side of the electric facilities as built or existing and the necessary easement to serve the premises.

The undersigned also agrees that this easement permits the future addition or respacing of poles or underground systems in the initial line as may be required to provide electric service to the area or to meet standards of current electrical codes.

The undersigned covenant that they are the owners of the above described lands.

IN WITNESS WHEREOF the undersigned have set their hands and seal(s) this 2nd day of March, 2006

GRANTOR(S)

X Tom R. Kinnick for
Kinnick Properties LLC

ACKNOWLEDGMENT
Individual

STATE OF OKLAHOMA

COUNTY OF Payne

Before me, the undersigned Notary Public within and for the above County and State, on the 2nd day of March, 2006, personally appeared

Tom R. Kinnick

known to be the identical person(s) who executed the above and foregoing instrument, and acknowledged to me that executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

Lisa Drumm
Notary Public

Residing at:

Stillwater

My Commission Expires:

10-5-08

Please return to Central Rural Electric Cooperative, PO Box 1809, Stillwater, OK, 74076.

Do not stamp or write outside of this line.

10/ 257

1627 0147

ADDENDUM
LEGAL DESCRIPTION FOR KINNICK UTILITY EASEMENT
(60' GENERAL UTILITY EASEMENT ALONG PRIVATE ROAD)
MAY 21, 2005
(REV. 3/1/06)

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIFTEEN (15), TOWNSHIP NINETEEN (19) NORTH, RANGE THREE (3) EAST, INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 88d 40' 13" EAST ALONG THE SECTION BOUNDARY A DISTANCE OF 660.03 FEET, THENCE NORTH 00d 23' 01" EAST A DISTANCE OF 90.61 FEET TO A POINT ON THE NORTH RIGHT OF WAY BOUNDARY OF STATE HIGHWAY 51, THENCE NORTH 88d 46' 33" EAST ALONG SAID BOUNDARY A DISTANCE OF 188.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00d 23' 01" EAST A DISTANCE OF 835.53 FEET, THENCE NORTH 88d 37' 14" EAST A DISTANCE OF 60.00 FEET, THENCE SOUTH 00d 23' 01" WEST A DISTANCE OF 835.69 FEET TO A POINT ON SAID HIGHWAY RIGHT OF WAY, THENCE SOUTH 88d 46' 33" WEST ALONG SAID BOUNDARY A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION
KINNICK TRACT F
(ADDED NORTH LOT)
3/1/06

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIFTEEN (15), TOWNSHIP NINETEEN (19) NORTH, RANGE THREE (3) EAST, INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 88d 40' 13" EAST ALONG THE SECTION BOUNDARY A DISTANCE OF 660.03 FEET, THENCE NORTH 00d 23' 01" EAST A DISTANCE OF 732.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00d 23' 01" EAST A DISTANCE OF 192.95 FEET, THENCE NORTH 88d 37' 14" EAST A DISTANCE OF 189.01 FEET, THENCE SOUTH 00d 23' 01" WEST A DISTANCE OF 192.95 FEET, THENCE SOUTH 88d 37' 14" WEST A DISTANCE OF 189.01 FEET TO THE POINT OF BEGINNING.

JIMMY W. HILL
R.L.S. NO. 129
2700 S. WESTERN
STILLWATER, OK 74074
TKF

1649 0609

I-2008-009686 06/29/2006 1:11 pm
 Book 1649 Page(s) 0609-0610
 Fee: \$ 15.00 Doc: \$ 0.00
 Sherri Schieffer - Payne County Clerk
 State of Oklahoma

Representative: Pat FangmanAccount No. 241534A+BApplicant: Kinnick Properties**RIGHT-OF-WAY EASEMENT****KNOW ALL MEN BY THESE PRESENTS, THAT**

we, the undersigned, (whether one or more) Tom R. Kinnick for Kinnick Properties, LLC
 (unmarried) (husband or wife) for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant,
 unto the Central Rural Electric Cooperative, a cooperative corporation, and to its successors or assigns an easement over, across,
 under and through the land of the undersigned grantor(s) above situated in the county of Payne State of Oklahoma,
 being described as follows:

SEE ATTACHED ADDENDUM



in Sec. 15, Twp. 19N, Range 3E, together with the right of ingress and egress over the adjacent lands of the above
 grantor(s) successors and assigns for the purpose of this easement, and grant by said easement to the Central Rural Electric
 Cooperative, a cooperative corporation, its successors or assigns, the right, privilege and authority to construct, place, operate,
 repair, maintain, convert to higher or lower voltage, and replace on the above described land and/or under or upon any street, road,
 alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the
 same or adjacent thereto, an overhead or underground electric transmission or distribution line or system. To prevent the placement
 of any structure that may, in the judgment of the cooperative, interfere with or endanger said electrical system or its maintenance or
 operation, and to clear and control by chemical or mechanical means all trees, shrubbery, and other vegetation that may interfere or
 threaten or endanger the operation of said line or system.

This easement shall be 20 feet in width, which is described as follows:

POB being approximately 670 feet East and 732 feet North of the
 Southwest corner of the SW/4 Section 15, Township 19 North,
 Range 3 East. Proposed line to extend approximately 192 feet
 North and a 20 foot strip paralleling and adjacent to the
 East roadway easement.

and 10 feet either side of the electric facilities as built or existing and the necessary easement to serve the premises.

The undersigned also agrees that this easement permits the future addition or respacing of poles or underground systems in the
 initial line as may be required to provide electric service to the area or to meet standards of current electrical codes.

The undersigned covenant that they are the owners of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seal(s) this 30th day of May 2006.



GRANTOR(S)

Tom R. Kinnick
 Tom R. Kinnick

ACKNOWLEDGMENT
 Individual

**MUST BE SIGNED BY ALL
 PROPERTY OWNERS
 OF RECORD**

STATE OF OKLAHOMA

COUNTY OF Payne

Before me, the undersigned Notary Public within and for the above County and State, on the 30th day of
May, 2006, personally appeared

Tom R. Kinnick
 known to be the identical person(s) who executed the above and foregoing instrument, and acknowledged to me that he
 executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

ALL SIGNATURES MUST**BE NOTARIZED**

My Commission Expires:

10-5-08Notary Public
Residing at:Stillwater OK

Please return to Central Rural Electric Cooperative, PO Box 1809, Stillwater, OK, 74076.

Do not stamp or write outside of this line.

ADDENDUM

Legal Description for Tom R. Kinnick for Kinnick Properties, LLC

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIFTEEN (15), TOWNSHIP NINETEEN (19) NORTH, RANGE THREE (3) EAST, INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 88d 40' 13" EAST ALONG THE SECTION BOUNDARY A DISTANCE OF 660.03 FEET, THENCE NORTH 00d 23' 01" EAST A DISTANCE OF 732.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00d 23' 01" EAST A DISTANCE OF 192.95 FEET, THENCE NORTH 88d 37' 14" EAST A DISTANCE OF 438.03 FEET, THENCE SOUTH 00d 23' 01" WEST A DISTANCE OF 836.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY BOUNDARY OF STATE HIGHWAY 51, THENCE SOUTH 88d 46' 33" WEST ALONG SAID BOUNDARY A DISTANCE OF 249.01 FEET, THENCE NORTH 00d 23' 01" EAST A DISTANCE OF 642.57 FEET, THENCE SOUTH 88d 37' 14" WEST A DISTANCE OF 189.01 FEET TO THE POINT OF BEGINNING, CONTAINING 5.61 ACRES, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.



AFE No. 20566

Tract No: C2P-PA-078.000

RIGHT OF WAY AND EASEMENT GRANT

THE STATE OF OKLAHOMA

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF PAYNE

§

The undersigned, **Kinnick Properties, L.L.C.**, whose address is **903 Greystone, Stillwater, OK 74074**, (hereinafter called "GRANTOR"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and warrant to **[PLAINS PIPELINE, L.P.]**, a Texas limited partnership, whose mailing address is P.O. Box 4648, Houston, Texas 77210-4648, its successors and assigns, (hereinafter called "GRANTEE"), an exclusive, perpetual right of way and easement to survey, clear and excavate for, construct, operate, maintain, protect, repair, inspect, replace, change the size of, test and patrol (by surface or air), remove or abandon in place one pipeline and appurtenances thereto, including but not limited to valves, vents, meters, cathodic protection devices, markers, appliances and data communication equipment, for the transportation of any and all hydrocarbons, petroleum products, crude, crude condensate, liquids, gases, solids, or any combination thereof, including but not limited to power and communication lines and related facilities for the purposes herein granted on, over, upon, under, through and across the lands of the GRANTOR lying in the County of Payne, State of Oklahoma, described as follows:

The Easement as described by survey plat attached hereto as Exhibit "A" same being part of the SW/4 in Section 15-T19N-R03E

together with the right of ingress and egress to and from the right of way and easement over the land of the Grantor, and adjacent lands of Grantor, including the right of use Grantor's existing roads or other practicable routes to access the right of way and easement.

TO HAVE AND TO HOLD said right of way and easement and the privileges thereof unto said GRANTEE until GRANTEE shall release same by an instrument in writing duly recorded, subject to the following terms and conditions:

1. The right of way during construction shall be fifty (50) feet wide. After construction is completed, the permanent right of way shall be thirty (30) feet wide with the initial pipeline being the approximate centerline of the right of way and easement insofar as safe and reasonably practical. If the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, GRANTEE shall have the right of temporary access to additional working space which may be necessary for the construction in which event GRANTEE shall pay GRANTOR for any surface damages suffered by GRANTOR, as set forth in Paragraph 5 herein, due to GRANTEE'S use of said additional working space.

2. GRANTEE shall have the right from time to time to maintain said right of way and easement by removing, mowing or cutting all trees, limbs, weeds, undergrowth and brush which, in the judgment of GRANTEE, might endanger or interfere with the exercise by GRANTEE of the rights, privileges, and easement herein granted, including the right to remove any obstruction that may interfere with the use of Grantee's pipeline or easement.
3. The right of way and easement and the privileges herein granted are each divisible, transferable and assignable, in whole or in part, together with full rights of ingress and egress thereupon and thereto, may vest in one or more persons, firms or any other entity, jointly or separately.
4. The grant of said right of way and easement and the privileges thereof shall not exclude GRANTOR from enjoying and using said lands as heretofore used in any way that does not interfere with the said use of the right of way and easement herein granted for the purposes aforesaid and any pipeline constructed under this grant shall be buried to such depths as will not interfere with normal cultivation methods.
5. GRANTEE shall pay GRANTOR and any tenant or lessee thereof, as their respective interest may appear, for actual damages which may arise to crops, trees, drain tile, fences and buildings on said lands from the exercise of any of the rights herein conferred.
6. No house, building, underground or above ground pipes and cables, engineering works, or other permanent structure, including, without limitation, any fences, driveways, roadways, trees, and impoundments, shall be erected or maintained by GRANTOR, its successors or assigns, its heirs or grantees, within the permanent easement without the express written consent of the GRANTEE, its successors or assigns.
7. This Agreement shall run with the land and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
8. It is hereby understood that the parties securing this right of way and easement on behalf of the GRANTEE are without authority to make any covenant or agreement not herein expressed.
9. GRANTOR hereby binds itself, its heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular said lands unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

I-2015-014869 Book: 2293 pg: 144
10/29/2015 10:04 AM pgs: 142 - 147
Fees: \$23.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

Contact and Notification

All notices shall be sent by United States registered or certified mail, return receipt requested, and shall be addressed to the parties at the address mentioned below or at such other address as the parties may direct.

GRANTOR:
Kinnick Properties, L.L.C.
903 Greystone
Stillwater, OK 74074

GRANTEE
Plains Pipeline L.P.
Attn: Land Department
P.O. Box 4648
Houston, Texas 77210-4648

[REMAINDER OF PAGE HAS BEEN INTENTIONALLY LEFT BLANK - SIGNATURE
BLOCKS ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, GRANTOR has signed, sealed and delivered this instrument this 1st day of September, 2015.

GRANTOR(s):

Kinnick Properties, L.L.C.

By: Tom R. Kinnick

Name: Tom R. Kinnick

Title: Owner & LLC member

ACKNOWLEDGEMENT

STATE OF OKLAHOMA

§

COUNTY OF PAYNE

§

§

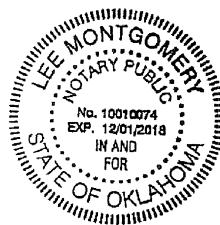
On this 1st day of SEPT, 2015, before me, LEE MONTGOMERY, a Notary Public, (or before any office within this State or without the State now qualified under existing law to take acknowledgements), appeared the within named Kinnick Properties, L.L.C., by TOM R. KINNICK, title OWNER & LLC MEMBER, to me personally known (or satisfactorily proven to be such person, who executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

"IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1st day of SEPT, 2015.

Lee Montgomery
NOTARY PUBLIC STATE OF OKLAHOMA

12-01-2018
My Commission Expires

Return To:
Plains Pipeline L.P.
Attn: Land Department
P.O. Box 4648
Houston, Texas 77210-4648



Plains Pipeline, L.P.

EXHIBIT "A"
PAYNE COUNTY, OKLAHOMA
30 FOOT WIDE PERMANENT EASEMENT DESCRIPTION

OK-C2P-PA-078.000
August 25, 2015
Sheet 2 of 2

I-2015-014869 Book: 2293 pg: 147
10/29/2015 10:04 AM pgs: 142 - 147
Fees: \$23.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

A 30 foot wide Permanent Easement being situated in part of the Southwest Quarter (SW/4) of Section 15, T-19-N, R-3-E of Indian Meridian, Payne County, Oklahoma, out of a tract of land described in deed to Kinnick Properties, LLC, deed Book 1308, Page 917, of the Official Records, Payne County, Oklahoma, (O.R.P.C.O.), said permanent easement being 15 feet on each side of the following described centerline:

BEGINNING (P.O.B.) on the north line of said tract; Said point bears North 88°33'15" East, a distance of 812.07 feet from the West Quarter (W/4) Corner of said Section 15;

Thence South 51°11'38" East, a distance of 2355.38 feet;

Thence South 50°45'34" East, a distance of 18.78 feet to the east line of said tract also being the point of exit (P.O.E.). Said point bears North 00°27'15" West, a distance of 1076.85 from the South Quarter (S/4) Corner of said Section 15.

The sidelines of said easement shall be lengthened or shortened so as to begin and end at the property lines of said tract.

The above surveyed centerline traverses said tract of land for a total distance of 2374.15 feet or 143.89 rods.

The Basis of Bearing for this description is Grid, UTM Coordinate System, Zone 14 North, of the North American Datum 1983, U.S. Feet. The west line of said Southwest Quarter being South 00°13'51" East, is provided for reference as shown on Sheet 1 of 2, attached hereto and made a part thereof.

This description was prepared on September 23, 2015 by Lee K. Goss, Licensed Professional Land Surveyor Number 1778.

SURVEYORS CERTIFICATE;

I, Lee K. Goss Oklahoma Licensed Professional Land Surveyor, No. 1778, do hereby certify that this plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



Topographic Land Surveyors of Oklahoma
6709 N. Classen Blvd.
Oklahoma City, Oklahoma 73116
Certificate of Authorization Number 1293 LS
Sheet 2 of 2

Lee K. Goss

Lee K. Goss, P.L.S. No. 1778
September 23, 2015

HE15155_PLAINS_PIPELINE\PERMY TO CUSHING\CERTIFIED\OKC2P-PA-078.000.DWG 9/24/2015 12:12:15 PM JF



UNITED STATES DEPARTMENT OF
AGRICULTURE
RIGHT-OF-WAY EASEMENT

I-2016-014125 Book: 2381 pg: 844
10/21/2016 3:48 PM pgs: 844 - 858
Fees: \$0.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

mw

KNOW ALL MEN BY THESE PRESENTS, that:

Kinnick Properties, LLC, a single person, (hereinafter called "Grantors" whether one or more persons or an entity), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **51 East Water, Inc.** (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances, including but not limited to pumps, valves, meters, vaults (surface or subsurface) and other equipment and improvements reasonably necessary and/or convenient for Grantee's water distribution system, over, under and across the land, more particularly described in the instrument recorded in **Book 1308, Page 0919-0920** of the Records of the County Clerk of Payne County, Oklahoma, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 30 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) and other improvements permitted herein and described above is installed, the easement herein granted shall be limited to a strip of land 20 feet in width, the center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on or is adjacent to a public road and/or public right-of-way and any municipality, county, state, or federal authority hereafter alters, widens or relocates the public road or right-of way so as to require the relocation of this water line or lines as installed and other associated improvements made by Grantee within the easement, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of relocating said water line or lines as may be necessary to clear said alteration, widening, or relocation of said road or right-of-way, which easement hereby granted shall be limited to a strip of land 30' in width, the center line thereof being the pipelines and other associated improvements as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

(15)

36/5

Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein may have been obtained or improved through Federal financial assistance and if so, this easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance may have been extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 11 day of October, 2016

Tom R. Kinnick

Tom Kinnick, member/manager

1-2016-014125 Book: 2361 pg: 845
10/21/2016 3:48 PM pgs: 844 - 858
Fees: \$0.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF PAYNE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Kinnick Properties, LLC**, known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11 Day of Oct, 2016

M Hutchison
Notary Public

My commission expires: 8/17/20 [seal]



When Recorded - Mail To:

51 East Water, Inc.
420 S Union Rd
Stillwater, OK 74074

STATE OF OKLAHOMA
COUNTY OF PAYNE

1681 0715

I-2006-019060 12/18/2006 1:30 pm
Book 1681 Page(s) 0715-0718
Fee: \$ 19.00 Doc: \$ 0.00
Sherri Schieffer - Payne County Clerk
State of Oklahoma

MEMORANDUM OF LEASE AGREEMENT

WHEREAS, on the 18th day of December 2006, a Land Lease Agreement was entered into between TOM KINNICK, MANAGER
5912 E 6th Ave KINNICK PROPERTIES, LLC
STILLWATER, OK, 74074 hereinafter referred to a "Lessor" and Outdoor America, Inc., One Freedom Square, Laurel, MS 39440-3325, hereinafter referred to as "Lessee" for a term of 15 years commencing on December 18, 2006.

WHEREAS, the real property that is the subject of the lease is described as follows:

See Attached Legal Description EXHIBIT "A"

NOW, THEREFORE, Lessor(s) and the Lessee desire that this Memorandum of Lease Agreement be placed of record in the appropriate office of the Chancery Clerk of the County, Parish or Township where the above-described land is located to provide record notice to all interested parties.

Rtn:
Bob Gordon
1616 Arizona
Chickasha, Ok

~~73018~~
73018



This memorandum incorporates herein by reference all of the terms, covenants and restrictions contained in the Land Lease Agreement between Lessor(s) and Lessee. Refer to and review the Land Lease Agreement for details and terms.

WITNESS OUR SIGNATURE on this the 18th day of December, 2006.

LESSEE:

OUTDOOR AMERICA, INC.

LESSOR(S):

Tom R. Kinnick, Manager
Kinnick Properties LLC

STATE OF Oklahoma

COUNTY Payne

Acknowledged before me, the undersigned legal authority in and for the Jurisdiction aforesaid, the within named, Bob GORDON, who acknowledged that he/she/they signed and delivered the foregoing Memorandum of Lease Agreement on the 18th day of December, 2006.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 18th Day of December, A.D. 2006.

Joan Gammill
NOTARY PUBLIC

MY COMMISSION EXPIRES:

5-23-10

STATE OF Oklahoma

COUNTY Payne

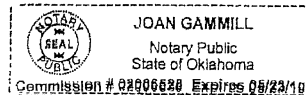
Acknowledged before me, the undersigned legal authority in and for the Jurisdiction Aforesaid, the within named, Tom R. Kinnick, who acknowledged that he/she/they Signed and delivered the foregoing Memorandum of Lease Agreement on the 18th day of December, 2006.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 18th Day of December, A.D. 2006.

Joan Gammill
NOTARY PUBLIC

MY COMMISSION EXPIRES:

5-23-10



1681 0716



1308 0929

1681 0717

Exhibit A
QUIT CLAIM DEED01-7874 Book 1308 P 929 - 930
07-06-2001 2:03PM \$10.00
Sherri Schieffeg Payne County

THIS INDENTURE, made this 2ND day of July, 2001 between JOE KELLY KINNICK and TERESA KINNICK, husband and wife, hereinafter referred to as "Grantors", and KINNICK PROPERTIES, LLC, an Oklahoma limited liability company, whose mailing address is 5912 E. 6th Avenue, Stillwater, Oklahoma 74074, party of the second part, (hereinafter referred to as "Grantee").

Witnesseth, that Grantors, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to them in hand paid, the receipt of which is hereby acknowledged, do hereby quit claim, grant, bargain, sell and convey unto Grantees all Grantors' right, title, interest, estate, and every claim and demand, both at law and in equity, in and to the following described real property situated in Payne County, State of Oklahoma, to-wit:

The Southwest Quarter (SW/4) of Section Fifteen (15), Township Nineteen (19) North, Range Three (3) East of the Indian Meridian, Payne County, Oklahoma, less and except, highway right of way, and LESS AND EXCEPT the following three tracts of land:

Tract No. 1: A tract of land beginning at the Northwest corner (NW/cor) of the SW/4 of Section 15, Township 19 North, Range 3 East of the I.M., Payne County, Oklahoma, Thence North 89°40' East along the North line of said SW/4 a distance of 650.0 feet; Thence South 00°57' West a distance of 536.0 feet; Thence South 89°40' West a distance of 650.0 feet; Thence North 00°57' East a distance of 536.0 feet to the point of beginning, containing 8 acres, more or less, AND

Tract No. 2: The surface and surface rights only in a tract of land in the SW/4 of Section 15, Township 19 North, Range 3 East of the I.M., Payne County, Oklahoma, more particularly described as beginning at a point 72.1 feet North of the Southwest corner (SW/cor) of said Section 15, said point being on the North right-of-way line of State Highway 51; Thence North along the West line of said SW/4 a distance of 660 feet; Thence North 89°23'29" East a distance of 660 feet; Thence South a distance of 660 feet to said North right-of-way line of State Highway 51; Thence South 89°19' West along said right-of-way line a distance of 166.3 feet; Thence continuing along said right-of-way line South 89°25' West a distance of 493.7 feet to the point of beginning

Tract No. 3: A strip, piece or parcel of land lying in part of the SW/4 of Section 15, Township 19 North, Range 3 East in Payne County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at the Southeast corner of said SW/4, thence North along the East line of said SW/4 a distance of 86.92 feet; thence South 88°46'33" West a distance of 180.99 feet; thence North 85°30'49" West a distance of 50.25 feet; thence South 88°46'33" West a distance of 800.00 feet; thence South 85°54'48" West a distance of 100.12 feet; thence South 88°46'33" West a distance of 868.90 feet; thence South 00°23'01" West a distance of 19.78 feet; thence South 88°46'48" West a distance of 626.99 feet; thence South 88°46'48" West a distance of 33.01 feet;

EXEMPT FROM DOCUMENTARY STAMP TAX PURSUANT TO 68 O.S. §3202(4)

RETURN RECORDED DOCUMENT TO: LOWELL A. BARTO, P. O. BOX 973, STILLWATER, OK 74076

10/25/01
5:00P

T308 0930.

1681 0718

thence South 00°23'01" West a distance of 72.10 feet to the Southwest corner of said SW/4; thence North 88°40'13" East along the South line of said SW/4 a distance of 2660.38 feet to the point of beginning, containing 1.01 acres, more or less of new right-of-way, the remaining area included in the above description being right-of-way occupied by present State Highway 51.

together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said Grantee, its successors and assigns forever.

In Witness Whereof, the Grantors have hereunto set their hands the day and year first above written.

Joe Kelly Kinnick
JOE KELLY KINNICK

Teresa Kinnick
TERESA KINNICK

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF DENTON) ss.

This instrument was acknowledged before me this 2ND day of July, 2001 by Joe Kelly Kinnick and Teresa Kinnick, husband and wife.

[Signature]
Notary Public

My commission expires:

DEC 13 2001



STATE OF OKLAHOMA 1681 0719
COUNTY OF PAYNE

I-2006-019061 12/18/2006 1:34 pm
Book 1681 Page(s) 0719-0722
Fee: \$ 19.00 Doc: \$ 0.00
Sherri Schieffer - Payne County Clerk
State of Oklahoma

MEMORANDUM OF LEASE AGREEMENT

WHEREAS, on the 18th day of December, 2006, a Land
Lease Agreement was entered into between TOM KINWICK MANAGER
5912 E 6TH AVE KINWICK Properties, LLC
STILLWATER, OK 74074 hereinafter referred to a "Lessor" and Outdoor
America, Inc., One Freedom Square, Laurel, MS 39440-3325, hereinafter referred to as
"Lessee" for a term of 15 years commencing on December, 18th, 2006.

WHEREAS, the real property that is the subject of the lease is described as
follows:

See Attached Legal Description EXHIBIT "A"

NOW, THEREFORE. Lessor(s) and the Lessee desire that this Memorandum of
Lease Agreement be placed of record in the appropriate office of the Chancery Clerk of
the County, Parish or Township where the above-described land is located to provide
record notice to all interested parties.

Rtn:
Bob Gordon
Kelle Arizona
Chickasha 106



37018
73018

14-5

This memorandum incorporates herein by reference all of the terms, covenants and restrictions contained in the Land Lease Agreement between Lessor(s) and Lessee. Refer to and review the Land Lease Agreement for details and terms.

WITNESS OUR SIGNATURE on this the 18th day of December, 2006.

LESSEE:

OUTDOOR AMERICA, INC.

LESSOR(S):

Tom R. Kinnick, Manager
Kinnick Properties LLC

STATE OF Oklahoma
COUNTY Payne

Acknowledged before me, the undersigned legal authority in and for the Jurisdiction aforesaid, the within named, Bos Gordon, who acknowledged that he/she/they signed and delivered the foregoing Memorandum of Lease Agreement on the 18th day of December, 2006.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 18th Day of December, A.D. 2006.

Joan Gammill
NOTARY PUBLIC

MY COMMISSION EXPIRES:

5-23-10

STATE OF Oklahoma
COUNTY Payne

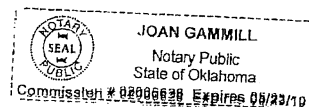
Acknowledged before me, the undersigned legal authority in and for the Jurisdiction Aforesaid, the within named, Tom R. Kinnick, who acknowledged that he/she/they Signed and delivered the foregoing Memorandum of Lease Agreement on the 18th day of December, 2006.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 18th Day of December, A.D. 2006.

Joan Gammill
NOTARY PUBLIC

MY COMMISSION EXPIRES:

5-23-10





1308 0929

1681 0721

Exhibit A
QUIT CLAIM DEED01-7874 Book 1308 P 929 - 930
07-06-2001 2:03PM \$10.00
Sherri Schieffelin Payne County

THIS INDENTURE, made this 2ND day of July, 2001 between JOE KELLY KINNICK and TERESA KINNICK, husband and wife, hereinafter referred to as "Grantors", and KINNICK PROPERTIES, LLC, an Oklahoma limited liability company, whose mailing address is 5912 E. 6th Avenue, Stillwater, Oklahoma 74074, party of the second part, (hereinafter referred to as "Grantee").

Witnesseth, that Grantors, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to them in hand paid, the receipt of which is hereby acknowledged, do hereby quit claim, grant, bargain, sell and convey unto Grantees all Grantors' right, title, interest, estate, and every claim and demand, both at law and in equity, in and to the following described real property situated in Payne County, State of Oklahoma, to-wit:

The Southwest Quarter (SW/4) of Section Fifteen (15), Township Nineteen (19) North, Range Three (3) East of the Indian Meridian, Payne County, Oklahoma, less and except, highway right of way, and LESS AND EXCEPT the following three tracts of land:

Tract No. 1: A tract of land beginning at the Northwest corner (NW/cor) of the SW/4 of Section 15, Township 19 North, Range 3 East of the I.M., Payne County, Oklahoma, Thence North 89°40' East along the North line of said SW/4 a distance of 650.0 feet; Thence South 00°57' West a distance of 536.0 feet; Thence South 89°40' West a distance of 650.0 feet; Thence North 00°57' East a distance of 536.0 feet to the point of beginning, containing 8 acres, more or less, AND

Tract No. 2: The surface and surface rights only in a tract of land in the SW/4 of Section 15, Township 19 North, Range 3 East of the I.M., Payne County, Oklahoma, more particularly described as beginning at a point 72.1 feet North of the Southwest corner (SW/cor) of said Section 15, said point being on the North right-of-way line of State Highway 51; Thence North along the West line of said SW/4 a distance of 660 feet; Thence North 89°23'29" East a distance of 660 feet; Thence South a distance of 660 feet to said North right-of-way line of State Highway 51; Thence South 89°19' West along said right-of-way line a distance of 166.3 feet; Thence continuing along said right-of-way line South 89°25' West a distance of 493.7 feet to the point of beginning

Tract No. 3: A strip, piece or parcel of land lying in part of the SW/4 of Section 15, Township 19 North, Range 3 East in Payne County, Oklahoma, said parcel of land being described by meter and bounds as follows: Beginning at the Southeast corner of said SW/4, thence North along the East line of said SW/4 a distance of 86.92 feet; thence South 88°46'33" West a distance of 180.99 feet; thence North 85°30'49" West a distance of 50.25 feet; thence South 88°46'33" West a distance of 800.00 feet; thence South 85°54'48" West a distance of 100.12 feet; thence South 88°46'33" West a distance of 868.90 feet; thence South 00°23'01" West a distance of 19.78 feet; thence South 88°46'48" West a distance of 626.99 feet; thence South 88°46'48" West a distance of 33.01 feet;

EXEMPT FROM DOCUMENTARY STAMP TAX PURSUANT TO 68 O.S. §3202(4)

RETURN RECORDED DOCUMENT TO: LOWELL A. BARTO, P. O. BOX 973, STILLWATER, OK 74076

10/22
5:00P

T308 0930:

1681 0722

thence South 00°23'01" West a distance of 72.10 feet to the Southwest corner of said SW/4; thence North 88°40'13" East along the South line of said SW/4 a distance of 2660.38 feet to the point of beginning, containing 1.01 acres, more or less of new right-of-way, the remaining area included in the above description being right-of-way occupied by present State Highway 51,

together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said Grantee, its successors and assigns forever.

In Witness Whereof, the Grantors have hereunto set their hands the day and year first above written.

Joe Kelly Kinnick
JOE KELLY KINNICK

Teresa Kinnick
TERESA KINNICK

ACKNOWLEDGMENT

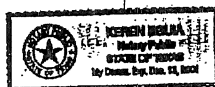
STATE OF TEXAS)
) ss.
COUNTY OF DENTON)

This instrument was acknowledged before me this AND day of July, 2001 by Joe Kelly Kinnick and Teresa Kinnick, husband and wife.

[Signature]
Notary Public

My commission expires:

Dec 13 2001





1-2020-007320 Book: 2574 pg: 884
7/13/2020 12:08 PM pgs: 884 - 888
Fees: \$26.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

STATE OF Oklahoma
COUNTY OF Payne

RETURNED AT COUNTER

MEMORANDUM OF LEASE AGREEMENT

WHEREAS, on the 13th day of July, 2020 a Land Lease Agreement was entered into between Kinnick Properties, LLC, hereinafter referred to as "Lessor(s)", and Headrick Outdoor Media 0964, hereinafter referred to as "Lessee" for an initial term of 15 years commencing on the 1st day of December, 2021, or on the date of installation of the structure whichever is later.

WHEREAS, the real property that is the subject of the lease is described as follows:

See Exhibit A

Return to
Tammy Wood
Headrick Outdoor Media
1 Freedom Square
Laurel, MS 39440

NOW, THEREFORE, Lessor(s) and the Lessee desire that this Memorandum of Lease Agreement be placed of record in the appropriate office of the Chancery Clerk of the County, Parish or Township where the above-described land is located to provide record notice to all interested parties.

This memorandum incorporates herein by reference all of the terms, covenants and restrictions contained in the Land Lease Agreement between Lessor(s) and Lessee. Refer to and review the Land Lease Agreement for details and terms.

WITNESS OUR SIGNATURE on this the 13th day of July, 2020.

LESSEE:

Mont M. L. L.

LESSOR(S):

Tom R. Kinnick

I-2020-007320 Book: 2574 pg: 885
7/13/2020 12:08 PM pgs: 884 - 888
Fees: \$25.00 Doc: \$0.00
Clerks: Craig Payne County Clerk
Payne County - State of Oklahoma

STATE OF Oklahoma

COUNTY OF Payne

Personally appeared before me, the undersigned legal authority in and for the said county and state, on this the 13th day of July, 20 20, within my jurisdiction, the within named Monte McGlothlin, who acknowledged that he is the Leasing Agent of Headrick Outdoor Media, Inc., a corporation, and that for and on behalf of said corporation, and as its act and deed, executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.



Caleb Holmes
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4 May 2024

STATE OF Oklahoma

COUNTY OF Payne

Personally appeared before me, the undersigned legal authority in and for the said county and state, on this the 13th day of July, 20 20, within my jurisdiction, the within named Tom Kinnick, who acknowledged that s/he is the Owner, of Kinnick Properties LLC a/n Oklahoma Limited Liability Company, and that for and on behalf of said company, and as its act and deed s/he executed the above and foregoing instrument after first having been duly authorized by said company so to do.



Caleb Holmes
NOTARY PUBLIC

MY COMMISSION EXPIRES:
4 May 2024

I-2020-007320 Book: 2574 pg: 888
7/13/2020 12:08 PM pgs: 884 - 888
Fees: \$26.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

Exhibit "A"
Legal Description

**15-19N-03E C-503 (140.99acm/l) SW/4 LESS TR BEG 72.1'N SW/C SW/4; N- 660' E-660' S-660'
W-660' & LESS NW/C SW/4; E-650' S-536' W-650' N- 536' POB LESS HWY**



1-2020-007321 Book: 2574 pg: 889
7/13/2020 12:16 PM pgs: 889 - 893
Fees: \$26.00 Doc: \$0.00
Glennia Craig, Payne County Clerk
Payne County - State of Oklahoma

STATE OF Oklahoma
COUNTY OF Payne

RETURNED AT COUNTER

MEMORANDUM OF LEASE AGREEMENT

WHEREAS, on the 13th day of July, 2020 a Land Lease Agreement was entered into between Kinnick Properties LLC, hereinafter referred to as "Lessor(s)", and Headrick Outdoor Media, hereinafter referred to as "Lessee" for an initial term of 15 years commencing on the 13th day of July, 2020, or on the date of installation of the structure whichever is later.

WHEREAS, the real property that is the subject of the lease is described as follows:

See Exhibit A

Return to
Tammy Wood
Headrick Outdoor Media
1 Freedom Square
Laurel, MS 39440

NOW, THEREFORE, Lessor(s) and the Lessee desire that this Memorandum of Lease Agreement be placed of record in the appropriate office of the Chancery Clerk of the County, Parish or Township where the above-described land is located to provide record notice to all interested parties.

This memorandum incorporates herein by reference all of the terms, covenants and restrictions contained in the Land Lease Agreement between Lessor(s) and Lessee. Refer to and review the Land Lease Agreement for details and terms.

WITNESS OUR SIGNATURE on this the 13th day of July, 2020.

LESSEE:

Wt. N. N. N.

LESSOR(S):

Jon R. N. N.

1-2020-007321 Back 2574 pp. 890
7/13/2020 12:16 PM pp. 889 - 893
Fees: \$26.00 Doc: \$0.00
Glenn Craig Payne County Clerk
Payne County - State of Oklahoma

I-2020-007321 Book: 2574 pg: 891
7/13/2020 12:16 PM pgs: 889 - 893
Fees: \$25.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

STATE OF Oklahoma

COUNTY OF Payne

Personally appeared before me, the undersigned legal authority in and for the said county and state, on this the 13th day of July, 20 20, within my jurisdiction, the within named Monte McGlothlin, who acknowledged that he is the Leasing Agent of Headrick Outdoor Media, Inc., a corporation, and that for and on behalf of said corporation, and as its act and deed, executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.



Caleb Holmes
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4 May 2024

STATE OF Oklahoma

COUNTY OF Payne

Personally appeared before me, the undersigned legal authority in and for the said county and state, on this the 13th day of July, 20 20, within my jurisdiction, the within named Tom Kinnick, who acknowledged that s/he is the Owner, of Kinnick Properties LLC (a/n) Oklahoma Limited Liability Company, and that for and on behalf of said company, and as its act and deed s/he executed the above and foregoing instrument after first having been duly authorized by said company so to do.



Caleb Holmes
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4 May 2024

I-2020-007321 Book: 2574 pg: 893
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Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

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I-2020-007322 Book: 2574 pg: 894
7/13/2020 12:17 PM pgs: 894 - 898
Fees: \$26.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

STATE OF Oklahoma

RETURNED AT COUNTER

COUNTY OF Payne

MEMORANDUM OF LEASE AGREEMENT

WHEREAS, on the 13th day of July, 2020 a Land Lease Agreement was entered into between Kinnick Properties, LLC, hereinafter referred to as "Lessor(s)", and Headrick Outdoor Media 0970, hereinafter referred to as "Lessee" for an initial term of 15 years commencing on the 1st day of August, 2021, or on the date of installation of the structure whichever is later.

WHEREAS, the real property that is the subject of the lease is described as follows:

See Exhibit A

Return to
Tammy Wood
Headrick Outdoor Media
1 Freedom Square
Laurel, MS 39440

NOW, THEREFORE, Lessor(s) and the Lessee desire that this Memorandum of Lease Agreement be placed of record in the appropriate office of the Chancery Clerk of the County, Parish or Township where the above-described land is located to provide record notice to all interested parties.

This memorandum incorporates herein by reference all of the terms, covenants and restrictions contained in the Land Lease Agreement between Lessor(s) and Lessee. Refer to and review the Land Lease Agreement for details and terms.

WITNESS OUR SIGNATURE on this the 13th day of July, 2020.

LESSEE:



LESSOR(S):



L-2020-007322 Book: 2574 pg: 895
7/13/2020 12:17 PM Pgs: 894 - 898
Fees: \$26.00 Doc: \$0.00
Glennia Craig, Payne County Clerk
Payne County - State of Oklahoma

STATE OF Oklahoma

COUNTY OF Payne

Personally appeared before me, the undersigned legal authority in and for the said county and state, on this the 13th day of July, 20 20, within my jurisdiction, the within named Monte McGlothlin, who acknowledged that he is the Leasing Agent of Headrick Outdoor Media, Inc., a corporation, and that for and on behalf of said corporation, and as its act and deed, executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.



Caleb Holmes

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4 May 2024

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Personally appeared before me, the undersigned legal authority in and for the said county and state, on this the 13th day of July, 20 20, within my jurisdiction, the within named Tom Kinnick, who acknowledged that s/he is the Owner, of Kinnick Properties LLC, @in Oklahoma Limited Liability Company, and that for and on behalf of said company, and as its act and deed s/he executed the above and foregoing instrument after first having been duly authorized by said company so to do.



Caleb Holmes
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4 May 2024

I-2020-007322 Book: 2574 pg: 898
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