# LAND AUCTION

Deer Creek I Oklahoma County, OK

Offered in 8 Tracts ranging

held at The Manor at Coffee Creek, Edmond, OK Tuesday, October 30 at 6:30pm. Online Bidding Available



# Information Potential Homesites • Development Land Parcels • Deer Creek Schools • Large, Stocked Pond • Gentle Topography

### **DISCLAIMER**

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

**AUCTION** MANAGER

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



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

Follow us and download our new Schrader iOS app







# **BOOKLET INDEX**





Real Estate Auction Registration Forms

Tract Descriptions & Auction Terms

Location Map

Tract Map

Soils Map & Productivity Information

Topographic Map

Tax Record Card

Title Commitment

Alta Survey

**Property Photos** 



### **BIDDER PRE-REGISTRATION FORM**

#### TUESDAY, OCTOBER 30, 2018 160 ACRES – DEER CREEK, OKLAHOMA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Fax # 260-244-4431, no later than Tuesday, October 23, 2018.
Otherwise, registration available onsite prior to the auction.

<b>BIDDER INFORMATION</b>	
	(FOR OFFICE USE ONLY)
Name	Bidder #
Address	
City/State/Zip	
Telephone: (Res) (Office)	
My Interest is in Tract or Tracts #	
BANKING INFORMATION	
Check to be drawn on: (Bank Name)	
City, State, Zip:	
Contact: Phone No:	
HOW DID YOU HEAR ABOUT THIS A	AUCTION?
□ Brochure □ Newspaper □ Signs □ Internet □ Radi	o 🗆 TV 🗆 Friend
Other	
WOULD YOU LIKE TO BE NOTIFIED OF FUT	
☐ Regular Mail ☐ E-Mail	
☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreati	onal 🔲 Building Sites
What states are you interested in?	
Note: If you will be bidding for a partnership, corporation or other entity, y with you to the auction which authorizes you to bid and sign a Purchase Ag	
I hereby agree to comply with terms of this sale including, but not limited to,	paying all applicable buyer's

premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader

Date: \_\_

Real Estate and Auction Company, Inc. represents the Seller in this transaction.

#### Online Auction Bidder Registration 160± Acres • Deer Creek, Oklahoma Tuesday, October 30, 2018

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

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

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

1.	My name and physical address is as follows:
	My phone number is:
2.	I have received the Real Estate Bidder's Package for the auction being held on Tuesday, October 30, 2018 at 6:30 PM.
3.	I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4.	I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5.	I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6.	I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$ I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.
	Schrader Real Estate & Auction Company, Inc. 950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725 Phone 260-244-7606; Fax 260-244-4431
	For wire instructions please call 1-800-451-2709.

7.	My bank routing number is(This for return of your deposit money). N	and bank account number is My bank name, address and phone number is:
8.	partners and vendors, make no warranty function as designed on the day of sale. The technical problem occurs and you are in Schrader Real Estate and Auction Co., Included in the liable or responsible for any claim of the technical failure. I acknowledge that I am	ader Real Estate and Auction Co., Inc., its affiliates by or guarantee that the online bidding system will Technical problems can and sometimes do occur. If not able to place your bid during the live auction ac., its affiliates, partners and vendors will not be held loss, whether actual or potential, as a result of the accepting this offer to place bids during a live outer ally attending the auction as a personal convenience to
9.		must be received in the office of Schrader Real Estate lay, October 23, 2018. Send your deposit and return
I unde	rstand and agree to the above statements.	
Regist	ered Bidder's signature	Date
Printed	d Name	
This d	ocument must be completed in full.	
-	receipt of this completed form and your assword via e-mail. Please confirm your	r deposit money, you will be sent a bidder number e-mail address below:
E-mail	address of registered bidder:	
conver	you for your cooperation. We hope your on ient. If you have any comments or suggest a schraderauction.com or call Kevin Jordan	stions, please send them to:

# TRACT DESCRIPTIONS

The Creekmore Farm is comprised of 160± acres located at the intersection of Coffee Creek Road (220th) and Council Road in Deer Creek, Oklahoma. With 1/2 mile of road frontage on both Coffee Creek and Council Roads the property is easily accessible and desirable for future development. Deer Creek Water Corporation has existing 12" water lines on both the south and west borders of the property, along the roadways; Buyers are responsible for consulting with Deer Creek Water Corporation regarding access to and use of these existing water lines.

The farm will be offered in 8 tracts, ranging in size from 5± to 60± acres. Located on Tract 4 is a large, stocked pond with excellent bass fishing. A sloping topography makes for some excellent potential building sites overlooking the pond. The balance of the property has been in active agricultural production for many years, which has kept the property nicely manicured and appealing for future development. Buyers will have the opportunity to bid on any individual tract or combination of parcels that best fit their needs, do not miss this unique opportunity in Deer Creek Schools!

- **Tract 1:** 5± Acres located along Coffee Creek Road, excellent potential building site.
- Tract 2: 7± Acres located at the intersection of Coffee Creek and Council Road, great corner tract.
- Tract 3: 10± Acres located along Council Road, excellent potential building site.
- **Tract 4:** 60± Acres with access off of Council Road. This parcel includes the large, stocked pond with attractive topography and tree lined creek bottom.
- Tract 5: 10± Acres located along Council Road, excellent potential building site.
- Tract 6: 10± Acres located along Council Road on the far north corner of the property.
- Tract 7: 23± Acres located along Coffee Creek Road with a nice level topography.
- Tract 8: 35± Acres located along Coffee Creek Road at the southeastern corner of the property.

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

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

DOWN PAYMENT: 10% of the total contract purchase price will be due as a down payment on the day of auction,

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

APPROVAL OF BID PRICES: All successful bidders will be caused to successful bidders.

required to enter into purchase agreements at the auction site immediately following the close of the auction. The auction bids are subject to the acceptance or rejection by

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

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

merchantable title

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

CLOSING: The closing shall take place 30 days after the auction or as soon thereafter as applicable closing

documents are completed by Seller. **POSSESSION:** Possession of the Property shall be at closing, subject to the rights of the current tenants. **REAL ESTATE TAXES:** Real Estate taxes shall be prorated to

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

MINERALS: Seller specifically excepts and reserves all minerals, including without limitation, oil, gas, coal, coalbed methane, and all other hydrocarbons, lignite, and all metallic minerals, and all other minerals on, in and under that are associated with and may be produced from the Property, and all rights appurtenant thereto, and the term "Property" shall not include any mineral rights.

SURVEY: Seller shall provide a new survey if required to determine a legal description. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres, if a new survey is

Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres, if a new survey is determined to be necessary by the Seller.

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

# TERMS & CONDITIONS

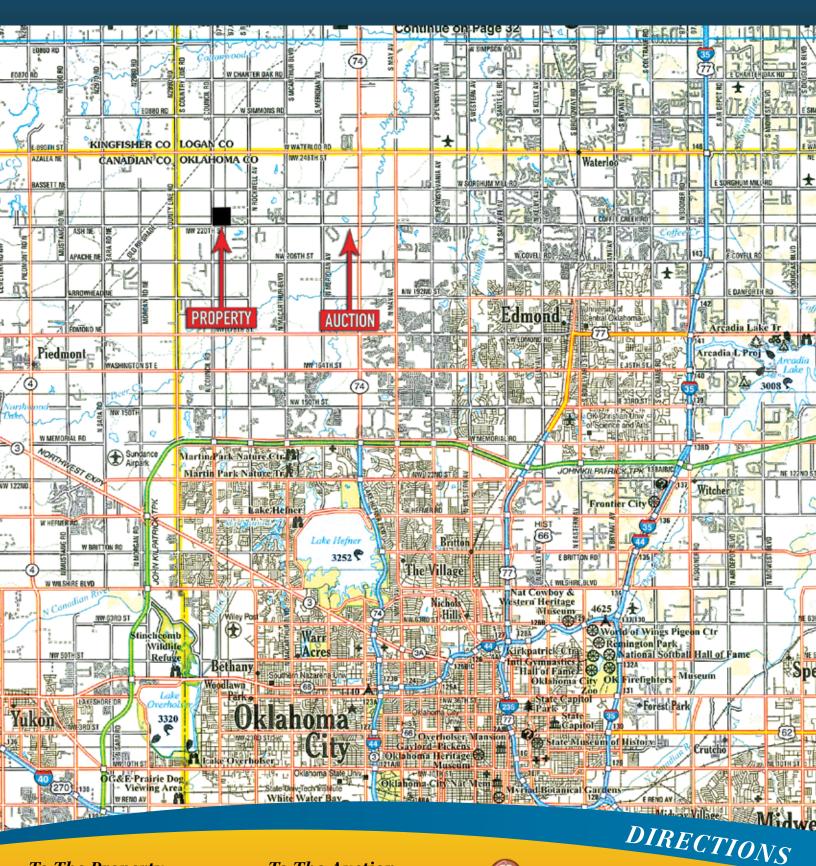
**AGENCY:** Schrader Real Estate and Auction Company, Inc. and their representatives are exclusive agents of the Seller. DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related information contained in this brochure and all related materials are subject to the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

**NEW DATE, CORRECTIONS AND CHANGES:** Please arrive prior to scheduled auction time to inspect any changes or

additions to the property information.

# LOCATION MAP

# **LOCATION MAP**



#### To The Property:

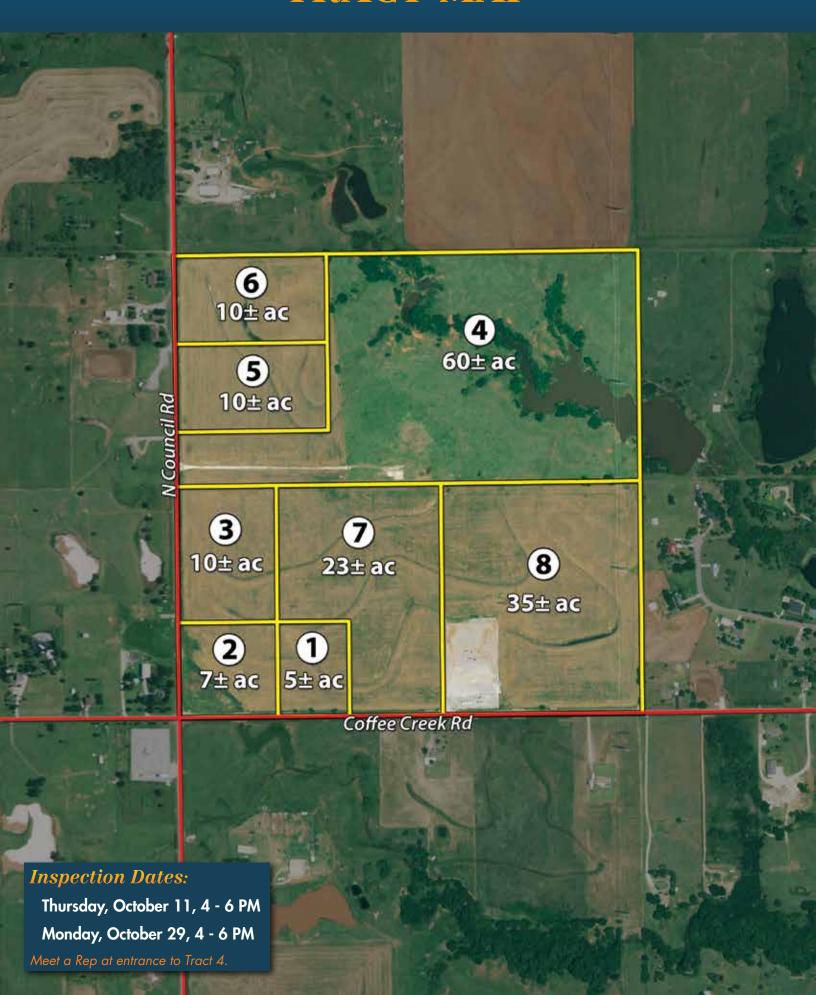
From the intersection of Hwy 74 and Coffee Creek Rd, travel west on Coffee Creek Rd for 3.5 miles and property begins on your right.

#### To The Auction:

From the intersection of Hwy 74 and Coffee Creek Rd, travel west on Coffee Creek Rd for 0.2 mile and entrance will be on your left. You may bid online during the auction at schraderauction.com.
You must be registered One Week in Advance of the Auction to bid online. For online bidding information, call Kevin Jordan at Schrader Auction Company - 800-451-2709.

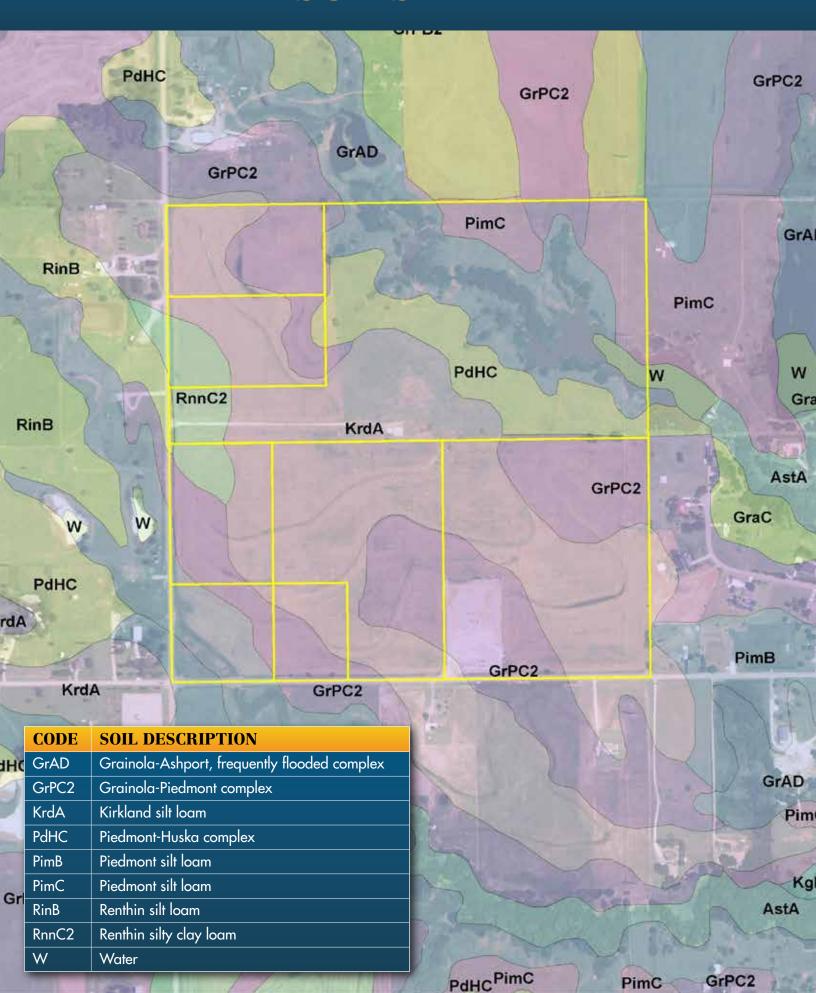
# TRACT MAP

# TRACT MAP



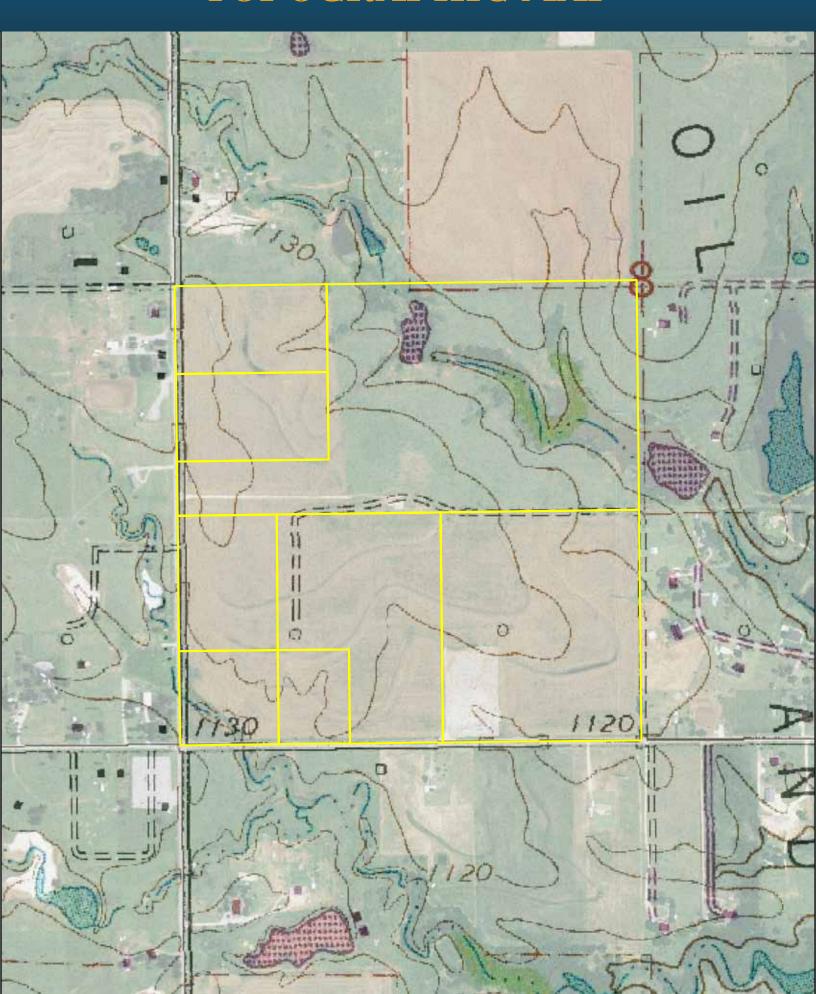
# **SOILS MAP**

# **SOILS MAP**



# TOPOGRAPHIC MAP

# TOPOGRAPHIC MAP



# TAX RECORD CARD

# TAX RECORD CARD



Leonard Sullivan Oklahoma County Assessor

### **Oklahoma County Assessor's** Public Access System 320 Robert S. Kerr #313

Oklahoma City, Ok 73102



Chief Deputy (405) 713-1214

All records are current as of close of previous working day

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Owner Nam			REEKMO						Parent				
Billing Add	ress 1:	C/O REAL PROPERTY SER					CES		Tax District:			TXD 106FD2	
Billing Add	ress 2:	PC	BOX 24	128					School				Creek #6
City, State,	Zip	OI	KLAHON	IA CI	ГҮ, ОК	73124	4-998	1	Land S	ize:		160.0	00 Acres
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### FIRST AMERICAN TITLE INSURANCE COMPANY

#### **COMMITMENT FOR TITLE INSURANCE**

Inquiries Should Be Directed To:

Vanessa Shadix (405) 232-6700 – Voice (405) 239-2702 – Fax American Eagle Title Insurance Company 421 N.W. 13<sup>th</sup> Street, Suite 320 Oklahoma City, OK 73103

vshadix@ameagletitle.com

Commitment No. 1806-0005-23

#### **SCHEDULE A**

1. Effective Date: May 16, 2018 at 7:30 A.M.

2. Policy or policies to be issued:

**AMOUNT** 

(a) ALTA OWNERS POLICY (6/17/2006) Proposed Insured:

TBD

To be named by endorsement

(b) ALTA LOAN POLICY (6/17/2006) Proposed Insured:

TBD

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:

Stephen Paul Creekmore and Phillip Mark Creekmore

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

The southwest quarter of Section 8, Township 14 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, according to the Government Survey thereof.

#### FIRST AMERICAN TITLE INSURANCE COMPANY

#### **SCHEDULE B - PART I**

Commitment No. 1806-0005-23

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 Stephen Paul Creekmore and Phillip Mark Creekmore, showing marital status and joined by spouse of each if married vesting fee simple title in To be named by endorsement.

**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.

Mortgage from To be named by endorsement securing your loan.

**Note:** The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage on the following basis:

<u>Loan Term</u>	<u>Tax per \$100.00</u>
5 or more years	\$00.10
4 years or longer, but under 5 years	\$00.08
3 years or longer, but under 4 years	\$00.06
2 years or longer, but under 3 years	\$00.04
Less than 2 years	\$00.02

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.

Continued on next page

#### FIRST AMERICAN TITLE INSURANCE COMPANY

#### **SCHEDULE B – PART I-Continued**

Commitment No. 1806-0005-23

- 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.

**Note:** The land described in Schedule A is a larger parcel of which the subject property is a part. Upon receipt of the survey required above, this Commitment must be revised to described the exact parcel of land (the "Insured Parcel"), title to which is to be insured, and eliminate any of the matters shown in Part II of Schedule B which do not affect the Insured Parcel.

- 6. Obtain "lot split approval" from the appropriate city/county planning commission.
- 7. Obtain a court search as to To be named by endorsement in Oklahoma County, and satisfy any judgments or liens which create a lien on the subject property and have releases thereof filed of record.
- 8. Furnish satisfactory evidence that the proposed insured is an entity capable of holding title to real property in the state of Oklahoma.
- 9. This commitment for title insurance is issued by American Eagle Title Insurance Company, as agent for First American Title Insurance Company, and shall not be binding on First American Title Insurance Company unless and until American Eagle Title Insurance Company has obtained high liability authorization, if amount of insurance exceeds \$5,000,000.00.

Continued on next page

#### FIRST AMERICAN TITLE INSURANCE COMPANY

#### **SCHEDULE B – PART I-Continued**

Commitment No. 1806-0005-23

- 9. 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.
- 10. 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 May 16, 2018.

#### FIRST AMERICAN TITLE INSURANCE COMPANY

#### **SCHEDULE B - PART II**

Commitment No. 1806-0005-23

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.

Continued on next page

#### FIRST AMERICAN TITLE INSURANCE COMPANY

#### **SCHEDULE B – PART II-Continued**

Commitment No. 1806-0005-23

- 8. The dower, curtesy, homestead, community property or other statutory marital rights, if any, of the spouse of any individual insured.
- 9. 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.
- 10. Section line road easement created under Title 43 USC Section 1095 and any rights therein granted to others by the Board of County Commissioners of the county in which the Land is located or by the city in which the Land is located.
- Right of Way Grant in favor of Phillips Petroleum Company and Standish Pipe Line 11. Company a corporation recorded in Book 433, page 396. Phillips Petroleum Company now known as ConocoPhillips Company, a Delaware corporation as evidenced by Secretary's Certificate recorded in Book 8726, page 158. The interest of ConocoPhillips Company, a Delaware corporation, formerly Phillips Petroleum Company is subject to the interest assigned to OKC Pipeline, Inc. by Assignment of Right-of-Way Contracts recorded in Book 4210, page 98, the interest of OKC Pipeline, Inc. assigned to Associated Natural Gas, Inc., a Colorado corporation by Assignment of Pipeline Rights-of-Way and Easements recorded in Book 6312, page 1457, Associated Natural Gas, Inc. now known as DCP Midstream, LP, a Delaware limited partnership as evidenced by Certificates recorded in Book 8570, page 714, Book 8570, page 716, Book 8570, page 718 and Book 8570, page 721 and Limited Power of Attorney and Revocation of Prior Powers of Attorney recorded in Book 12764, page 973. Standish Pipe Line Company merged into Phillips Pipe Line Company as evidenced by Certificate recorded in Book 4163, page 1171. The interest of Phillips Pipe Line Company, formerly known as Standish Pipe Line Company assigned to Duke Energy Field Services, LP by Special Warranty Assignment of Agreements recorded in Book 8316, page 720. Duke Energy Field Services, LP now known as DCP Midstream, LP, a Delaware limited partnership as evidenced by Limited Power of Attorney and Revocation of Prior Powers of Attorney recorded in Book 12764, page 973.

#### FIRST AMERICAN TITLE INSURANCE COMPANY

#### **SCHEDULE B - PART II-Continued**

#### Commitment No. 1806-0005-23

- 12. Pipe Line Right of Way in favor of Cimarron Valley Pipe Line Company recorded in Book 517, page 450, assigned to Sunoco Partners Real Estate Acquisition LLC, a Delaware limited liability company by Assignment and Assumption Agreement recorded in Book 12070, page 1510.
- 13. Easement in favor of Oklahoma Gas and Electric Company, an Oklahoma corporation recorded in Book 4437, page 1661.
- 14. Right of Way Grant in favor of Phillips Petroleum Company recorded in Book 4953, page 1863, assigned to GPM Gas Company, LP, a Delaware limited partnership by Special Warranty and Assignment of Agreements recorded in Book 7973, page 913. GPM Gas Company, LP now known as DCP Midstream, LP, a Delaware limited partnership as evidenced by Limited Power of Attorney and Revocation of Prior Powers of Attorney recorded in Book 12764, page 973.
- 15. Pipeline Right of Way Easement in favor of Beta Operating Company, L.L.C. recorded in Book 9396, page 1475, assigned to Superior Pipeline Company, L.L.C., by Assignment of Easements recorded in Book 10385, page 1052.
- 16. Pipeline Right of Way Easement in favor of Superior Pipeline Company, L.L.C. recorded in Book 9767, page 1912.
- 17. Pipeline Right of Way Easement in favor of Superior Pipeline Company, L.L.C. recorded in Book 10740, page 1740.
- 18. Pipeline Easement in favor of Superior Pipeline Company, L.L.C. recorded in Book 11760, page 1167.
- 19. Overhang Easement in favor of Oklahoma Gas and Electric Company, an Oklahoma corporation recorded in Book 11839, page 995.

#### FIRST AMERICAN TITLE INSURANCE COMPANY

#### **SCHEDULE B – PART II-Continued**

Commitment No. 1806-0005-23

- 20. Pipeline Right of Way Easement dated July 27, 2012 in favor of Lime Rock Resources II-A, L.P., as evidenced by Notice of Pipeline Easement recorded in Book 12056, page 487, assigned to Revolution Resources, LLC, a Delaware limited liability company by Conveyance Assignment and Bill of Sale recorded in Book 13682, page 713.
- 21. Surface Damage Agreement and Release dated May 20, 2011 between Stephen Paul Creekmore and Phillip Mark Creekmore and Lime Rock Resources II-A, L.P. as evidenced by and assigned to Revolution Resources, LLC, a Delaware limited liability company by Conveyance Assignment and Bill of Sale recorded in Book 13682, page 713.
- 22. Pipeline Easement in favor of ONEOK Gas Transportation, L.L.C., an Oklahoma limited liability company recorded in Book 13545, page 1831.

Countersigned

American Eagle Title Insurance Company

Eric R. Offen

ODI License No. 51077



#### **ALTA Commitment Form** COMMITMENT FOR TITLE INSURANCE Issued by

First American Title Insurance Company

First American 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 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

IN WITNESS WHEREOF, First American 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.

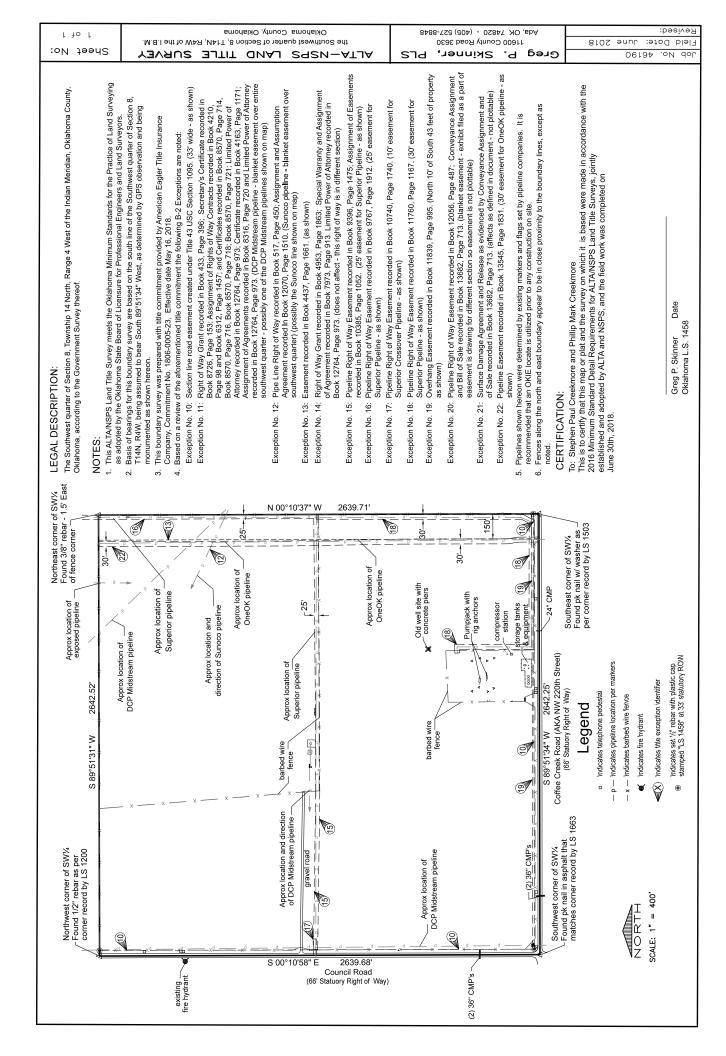
First American Title Insurance Company

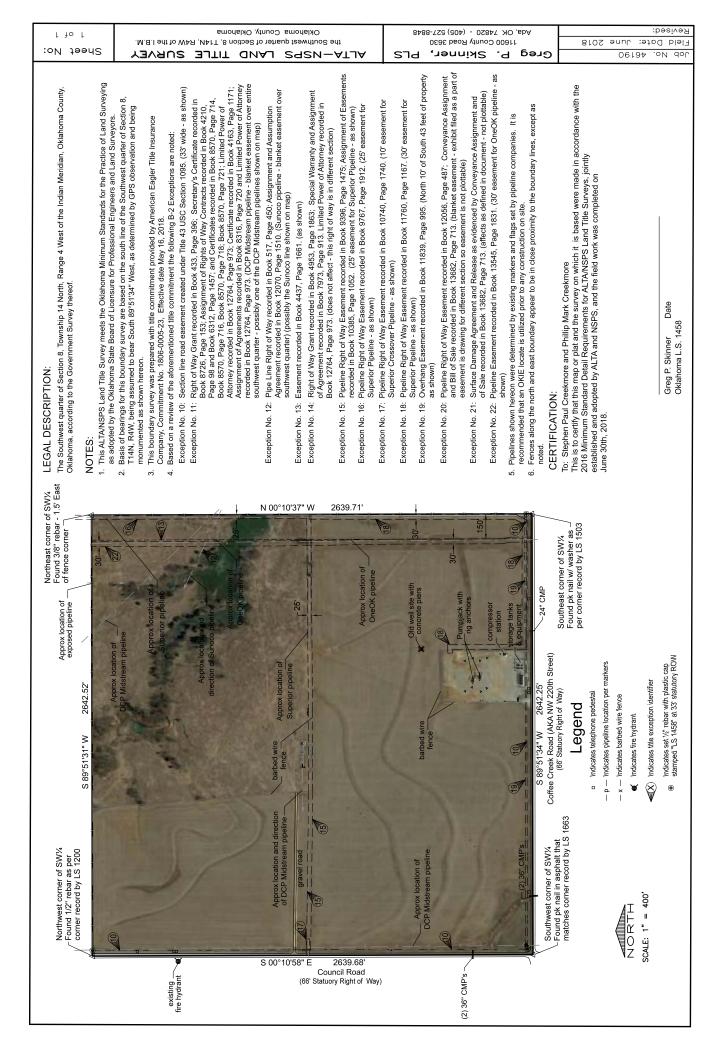
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#### **CONDITIONS**

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

# **ALTA SURVEY**





## PROPERTY PHOTOS















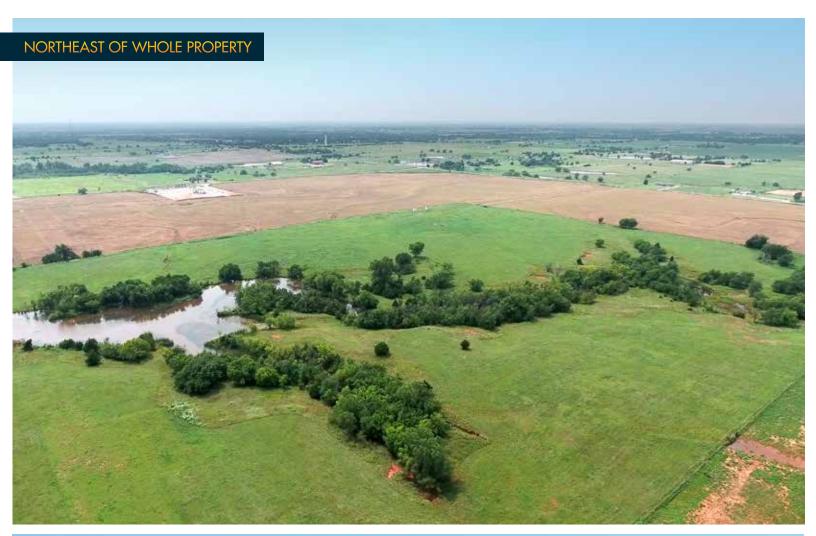






















950 North Liberty Drive, Columbia City, IN 46725

















