

## American Eagle Title Insurance Company

**SCHEDULE A**

1. Commitment Date: February 25, 2021 at 07:00 AM
2. Policy to be issued:
  - (a) ALTA Owner Policy (6-17-06)  
Proposed Insured: tbd  
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
Wyatt Investments LLC
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

## American Eagle Title Insurance Company

By:   
Oklahoma Closing & Title Services, Inc., Angela J.  
Whitehead #87109

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by American Eagle 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; and 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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## American Eagle Title Insurance Company

**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.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. Satisfactory proof of identity must be furnished with regard to the parties executing all documents.
7. Furnish an appropriate Underwriters form of Borrower/Seller Affidavit signed and acknowledged by both the Buyers and the Sellers and initialed in all required places.
8. Secure an accurate plat of survey by a registered land surveyor showing all easements, fences, setback lines, and encroachments, if any.
9. Before closing, have the records checked against the subject property and a court search obtained on the seller and the buyer or borrower (if refinance) of said property to insure nothing adverse has been filed of record.
10. Obtain final abstracting or a final title report for issuance of policy.
11. Obtain and file a release of Mortgage from Wyatt Investments LLC to Bank of Western Oklahoma, dated February 27, 2017, filed for record on March 1, 2017, at 12:46 PM in Book 2381, Page 419, in the principal sum of \$ [REDACTED], located at page 166 of abstract.
12. Obtain and file a release of Modification of Mortgage from Wyatt Investments LLC to Bank of Western Oklahoma, dated February 27, 2018, filed for record on March 19, 2018, in Book 2442, Page 711, in the principal sum of \$ [REDACTED], located at page 179 of abstract.
13. Obtain and file a release of Modification of Mortgage from Wyatt Investments LLC to Bank of Western Oklahoma, dated February 27, 2019, filed for record on April 10, 2019, in Book 2502, Page 311, in the principal sum of \$ [REDACTED], located at page 183 of abstract.
14. Obtain and file a release of Modification of Mortgage from Wyatt Investments LLC to Bank of Western Oklahoma, dated August 27, 2019, filed for record on October 25, 2019, in Book 2533, Page 980, in the principal sum of \$ [REDACTED], located at page 187 of abstract.
15. Obtain and file a release of Modification of Mortgage from Wyatt Investments LLC to Bank of Western Oklahoma, *This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by American Eagle 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; and 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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**SCHEDULE B**  
(Continued)

dated August 27, 2020, filed for record on October 13, 2020, in Book 2591, Page 864, in the principal sum of [REDACTED], located at page 191 of abstract.

16. You should satisfy yourself that the recorded easements do not adversely impact your proposed use of the premises.
17. Properly executed Warranty Deed from the current record owners to the new purchasers. NOTE: Limited liability companies must convey property and conduct business through a manager, who may or may not be a member, as revealed by the Articles on file with the Secretary of State, and the operating agreement, together with all amendments thereto.
18. If mortgage will be made then an exception of said mortgage will be made on the Owner's Title Policy.
19. Obtain prior to closing the Operating Agreement creating the Wyatt Investments LLC.; setting out which Manager is authorized to sign on behalf of said L.L.C.; and provide documentation from the Secretary of State that L.L.C. is in good standing.

**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. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. 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.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or

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**SCHEDULE B**  
(Continued)

assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.

7. 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.
8. Ad-Valorem taxes for 2021 and subsequent years, the amount of which is not ascertainable, due or payable.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Statutory road rights of way along the Section lines.
11. Easements and future assessments, if any, created or evidenced by Order creating Conservancy District No. 16 filed July 29, 1958 in Book 134 Misc., Page 379 as amended on December 21, 1962 filed March 21, 1963 Book 152 Misc. Page 483, shown at page 65 of abstract.
12. Easement in favor of Conservancy District #16 in Payne and Noble Counties recorded on January 2, 1973 in Book 196 Misc at Page 98, located at page 99 of the abstract.
13. Building setback lines and easements across the subject property as shown on the plat of survey, located at page 3 of Abstract.
14. Right of Way Easement across the North 15 feet in favor of Rural Water Corporation No. 3 recorded on January 4, 1971 in Book 186 Misc. at Page 86, located at page 81 of the abstract.
15. Right of Way Easement in favor of Central Rural Electric Cooperative recorded on June 18, 1979 in Book 444 at Page 187, located at page 101 of the abstract.
16. Right of Way Easement in favor of Central Rural Electric Cooperative recorded on December 28, 1981 in Book 578 at Page 137, located at page 105 of the abstract.
17. Right of Way Easement across the North 20 feet in favor of Central Rural Electric Cooperative recorded on June 16, 1988 in Book 880 at Page 490, located at page 110 of the abstract.
18. Right of Way Easement in favor of Central Rural Electric Cooperative recorded on February 8, 1982 in Book 581 at Page 714, located at page 107 of the abstract.
19. Right of Way Easement across the North 30 feet in favor of Central Rural Electric Cooperative recorded on August 11, 2006 in Book 1658 at Page 295, located at page 116 of the abstract.

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Commitment Number: 49475-21

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

A tract of land in the Northwest Quarter (NW/4) of Section Seven (7), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: Commencing at the Northwest corner of the NW/4; thence N89°12'21"E, along the North line of the NW/4, a distance of 1425.63 feet to the Point of Beginning; thence N89°12'21"E, along the North line of the NW/4, a distance of 714.97 feet, being S89°12'21"W, along the North line of the NW/4, a distance of 330.00 feet from the Northeast corner of the NW/4; thence S01°24'09"E, parallel with the East line of the NW/4, a distance of 1320.00 feet; thence S86°24'55"W, a distance of 817.13 feet; thence N00°39'12"W, a distance of 635.23 feet; thence N09°58'15"E, a distance of 376.62 feet; thence N01°40'19"E, a distance of 354.82 feet to the Point of Beginning. LESS AND EXCEPT A tract of land in the Northwest Quarter (NW/4) of Section Seven (7), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: Commencing at the Northwest corner of the NW/4; THENCE N89°12'21"E, along the North line of the NW/4, a distance of 1425.63 feet to the POINT OF BEGINNING; THENCE N89°12'21"E, along the North line of the NW/4, a distance of 330.00 feet; THENCE S01°45'32"E, a distance of 724.58 feet; THENCE S89°12'21"W, a distance of 427.81 feet; THENCE N09°58'15"E, a distance of 376.62 feet; THENCE N01°40'19"E, a distance of 354.82 feet to the POINT OF BEGINNING.

For Reference Only: Address cannot be determined



**COMMITMENT FOR TITLE INSURANCE**  
Issued By  
**AMERICAN EAGLE TITLE INSURANCE COMPANY**  
NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, American Eagle Title Insurance Company, a(n) Oklahoma corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**AMERICAN EAGLE TITLE INSURANCE COMPANY**

Eric R. Offen, President

Lisa Burn, Secretary



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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;

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- (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
- (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

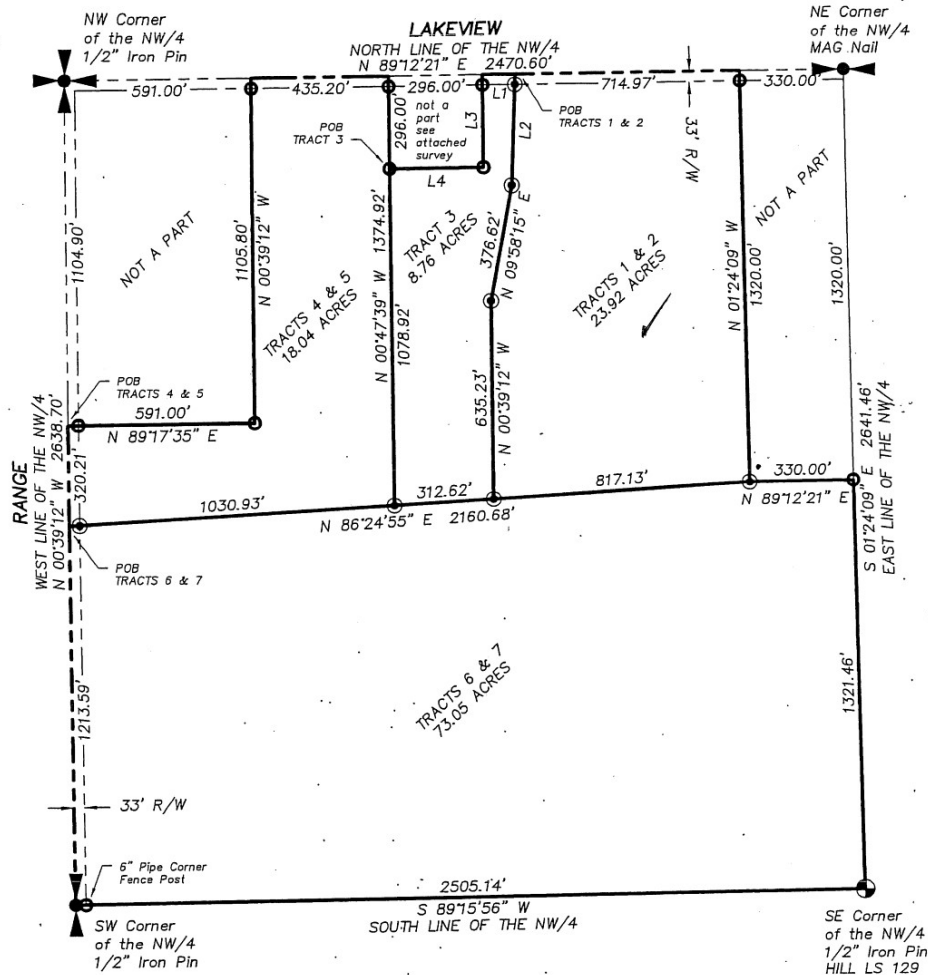
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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# PLAT OF SURVEY



## LEGAL DESCRIPTION:

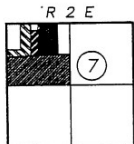
A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SEVEN (7), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA. SEE ATTACHED FOR THE FOLLOWING:

- 1) LEGAL DESCRIPTION FOR TRACTS 1 AND 2 TOGETHER
- 2) LEGAL DESCRIPTION FOR TRACT 3
- 3) LEGAL DESCRIPTION FOR TRACTS 4 AND 5 TOGETHER
- 4) LEGAL DESCRIPTION FOR TRACTS 6 AND 7 TOGETHER
- 5) PLAT OF SURVEY FOR 296'x296' TRACT THAT IS NOT A PART.

## LINE TABLE

| NO. | BEARING       | DISTANCE |
|-----|---------------|----------|
| L1  | N 89°12'21" E | 103.43'  |
| L2  | N 01°40'19" E | 354.82'  |
| L3  | N 00°47'39" W | 296.00'  |
| L4  | N 89°12'21" E | 296.00'  |

A PART OF THE NW/4  
Section 7 T-19-N R-2-E I.M.  
PAYNE COUNTY, OKLAHOMA



SECTION MAP

POB = Point of Beginning

R/W = Right-of-Way

○ = Found 1/2" Iron Pin

● = Set 1/2" Iron Pin

Justin L. Secrest, PLS

P.O. BOX 2282

STILLWATER, OK 74076

PHONE: (405) 377-2394

FAX: (405) 533-3797

## BASIS OF BEARING:

ALL BEARINGS ARE BASED UPON THE  
NORTH LINE OF THE NW/4 AS  
HAVING A BEARING OF N 89°12'21" E.

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 LAND SURVEYORS.

This plat of survey is valid only with an  
original signature and embossed seal.  
This plat of survey may not be  
reproduced without permission and is  
not transferable to other parties.

JUSTIN L. SECREST, PLS #1505

3/18/16

Last site visit: 3/16/16  
Signature date: 3/18/16



R. L. HERT, Judge of the  
District Court of Payne  
County, Oklahoma,

TO

CONSERVANCY DISTRICT No. 16  
IN PAYNE AND NOBLE COUNTIES,  
OKLAHOMA,

DECREE OF INCORPORATION

DATED: June 30, 1958

FILED: July 29, 1958, at 8:35 a.m.

RECORDED: Book 134 MISC, page 379

IN THE DISTRICT COURT OF PAYNE COUNTY, OKLAHOMA

IN RE: CONSERVANCY DISTRICT NO. 16, ) No. 18,279

IN PAYNE AND NOBLE COUNTIES, OKLAHOMA ) FILED: June 30, 1958

DECREE OF INCORPORATION

THIS MATTER coming on to be heard this 30th day of June, 1958, pursuant to assignment, before the Honorable R. L. Hert, Judge of the District Court of Payne County, Oklahoma, said cause having heretofore been assigned to the District Court of Payne County, Oklahoma, by the Supreme Court of the State of Oklahoma, on the 7th day of April, 1958, in Cause No. 38,223. Said Supreme Court having ordered that the District Court of Payne County is most conveniently near the center or middle of said District and can conveniently hear and determine said Petition with greatest convenience to the people within said proposed district; this matter coming on to be heard upon the Petition and proper notices praying for a conservancy district co-extensive with the drainage area of Stillwater Creek, said Stillwater Creek arising and beginning in Noble County and flowing across Payne County, Oklahoma, and that the said Stillwater Creek is a tributary of the Cimarron River in Oklahoma.

IT APPEARING TO THE COURT that a sufficient number of landowners in said proposed district have signed a Petition herein, and it further appearing to the Court that the City of Stillwater, Payne County, Oklahoma, a city of the first class, has signed said Petition and a resolution authorizing and directing the City of Stillwater to participate in said conservancy district, and from the evidence submitted herein, and the witnesses sworn and examined in open Court, the Court FINDS that said Petition of the landowners of the City of Stillwater are sufficient to grant this Court jurisdiction.

IT FURTHER APPEARING THAT statutory notice of this hearing has been given by publication in two (2) newspapers of general circulation in each county affected by the proposed conservancy district of the pendency of this action, more than thirty (30) days prior to the date  
(CONTINUED)

HEREOF. Said notices having been published in the Stillwater Gazette and the Perkins Journal in Payne County, Oklahoma, and in the Perry Daily Journal and the Billings News in Noble County, Oklahoma, as shown by the proofs and affidavits of publication on file herein. Therefore, said notice of this hearing is hereby approved and ordered sufficient for jurisdiction and determination of the issues as presented in said Petition.

THE COURT FINDS that no objections have been filed and none heard in said cause protesting the formation of such conservancy district, and the Court calls three (3) times in open court for persons to state their objections as to why such district should not be organized and incorporated, and there being no objections, either written or oral, the COURT FINDS ALL ISSUES PRESENTED IN SAID Petition in favor of said Petitioners, and hereby orders that the corporate name of said district shall be CONSERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLAHOMA, which comprises the drainage area of Stillwater Creek in said counties, more specifically described hereafter.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT THAT CONSERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLAHOMA, should be, and is hereby ordered to be a legal entity, a body corporate, and vested with all the powers, authorities, duties and responsibilities as contemplated and set forth in Title 82, Oklahoma Statutes Annotated, Section 541 and 545, it being found by this Court that the conditions stated in Title 82, Oklahoma Statutes Annotated, Section 541, is found to exist in the drainage area of Stillwater Creek, which comprises the land hereinafter described, said corporation to have perpetual existence with all the powers of a corporation, with the power to sue and be sued to the same extent as an individual in like cases, to incur debts, liabilities and obligations; to exercise the right of imminent domain and of assessment and taxation as provided by the laws of the State of Oklahoma; to issue bonds and to do and perform all acts necessary and proper for the carrying out of the purposes for which said district was created and for executing the power with which it is vested.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the District shall be composed of the drainage area of Stillwater Creek arising in Noble County, Oklahoma, and flowing across Payne County, Oklahoma, and that the lands composed in said district shall consist of the City of Stillwater, Payne County, Oklahoma, and the bottom land affected in the following described property, to-wit:

NOBLE COUNTY, OKLAHOMA  
(Lands in Noble County omitted herein)

PAYNE COUNTY, OKLAHOMA  
(Continued)

|                                 |   |
|---------------------------------|---|
| Township 19 North, Range 1 West | N/2 of Section 3; W/2 and the SE/4 of Section 4; Section 5; NE/4 of Section 6; E/2 of Section 8; Section 9; S/2 Section 10; Section 11; N/2 of Section 15;  |
| Township 19 North, Range 1 East | W/2 of Section 1; N/2 and the SE/4 of Section 2; SE/4 of Section 10; N/2 and the SW/4 of Section 11; Section 12; Section 13; N/2 and the SW/4 of Section 14; Section 23; NW/4 of Section 24;  |
| Township 20 North, Range 2 East | Lots 1, 2, 3, 4, 5 and 6, Section 32, Section 26; Section 35;   |
| Township 19 North, Range 2 East | E/2 of Section 5; Section 7; SE/4 of Section 8; Section 9; NE/4 of Section 11; Section 13; Section 14; Section 16; Section 17; Section 18; NE/4 of Section 19; Section 20; Section 21; Section 22; Section 23; Section 24; Section 25; Section 26; Section 27; N/2 NE/4 of Section 28; Section 29;  |
| Township 20 North, Range 3 East | Lots 4, 5, 6, 7, 8, 9 and 10, Section 31;   |
| Township 19 North, Range 3 East | Section 2; E/2 NE/4 and the SE/4 of Section 5; Section 6; Section 7; E/2 of Section 8; E/2 of Section 11; SW/4 of Section 13; E/2 of Section 14; Section 17; the E/2 of Section 18; Section 20; W/2 of Section 24; W/2 of Section 25; W/2 SE/4 of Section 29; Section 30; SE/4 of Section 31; Section 32; Section 33; Section 34; Section 36; |
| Township 18 North, Range 3 East | Section 1; Section 2; Section 3; N/2 of Section 4; SE/4 of Section 10; Section 11; W/2 of Section 12; E/2 and the NW/4 of Section 13; NE/4 of Section 14;   |
| Township 18 North, Range 4 East | Section 18; N/2 of Section 19.  |

(Continued)





IT IS FURTHER ORDERED THAT the principal place of business shall be 201 West 9th Street, Stillwater, Oklahoma, and that the official records and files of said district shall be kept in said office.

IT IS FURTHER ORDERED THAT the Clerk of this Court shall transmit to the Secretary of State of the State of Oklahoma, and the County Clerk of Payne County and Noble County, Oklahoma, copies of these findings and this Decree of Incorporation, and that the County Clerk of each county and the Secretary of State of the State of Oklahoma shall receive a fee of \$2.00 for filing, recording and preserving this Decree.

R. L. HERT, Judge of the District  
Court of Payne County, Oklahoma.

APPROVED AS TO FORM:

SWANK & SWANK

By: CHILTON SWANK, Attorneys for Petitioners.

(Certificate of True Copy omitted)

- - - - -

ORIN SNYDER and GENEVIEVE  
SNYDER, husband and wife,

RIGHT-OF-WAY EASEMENT

DATED: August 25, 1969

TO

FILED: Jan. 4, 1971 at 9:08 am

RECORDED: Book 186 Misc, Page 86

RURAL WATER CORPORATION  
NO. 3

CONSIDERATION: \$1.00 & OG&VC

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

BOOK 186 Misc PAGE 86

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Orin Snyder

And Genevieve Snyder, husband and wife

hereinafter referred to as GRANTOR, by Rural Water Corporation No. 3, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter, use operate, inspect, repair, maintain, replace, and remove

a water pipeline and necessary appurtenances thereto,

over, across, and through the land of the GRANTOR situate in Payne County, State of Oklahoma, said land being described as follows:

The Northwest Quarter (NW/4) of Section Seven (7), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be 15 feet in width, ~~the center line of~~ which is described as follows:

Parallel and adjacent to the County road right-of-way along the North side of said land and a 700 foot easement 300 feet East and parallel to the West side of said land.

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 GRANTORS have executed this instrument this 25th day of August 1969.

Orin Snyder (Seal)  
Genevieve Snyder (Seal)

STATE OF OKLAHOMA  
COUNTY OF PAYNE SS:

Before me, the undersigned, a Notary Public, in and for said County and State on this 25th day of August, 1969, personally appeared

Orin Snyder and Genevieve Snyder, husband and wife

to me known to be the identical persons 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.

Given under my hand and seal the day and year last above written.

My commission expires 1-30-72

Ann Cabell Notary Public

ORIN G. SNYDER and  
GENEVIEVE SNYDER,  
husband and wife,

EASEMENT

DATED: May 25, 1972

TO

FILED: Jan. 2, 1973 at 8:10 am

CONSERVANCY DISTRICT  
#16 in Payne and Noble  
Counties,

RECORDED: Book 196 Misc, Page 98

CONSIDERATION: \$1.00 & OG&VC

## EASEMENT

(CONSTRUCTION AND IMPOUNDMENT)

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

Orin G. Snyder and Genevieve Snyder, husband and wife

of Stillwater, Oklahoma Grantor, does hereby grant, bargain, sell, convey and  
release unto Conservancy District #16 in Payne and Noble Counties

of Stillwater its successors and  
assigns, Grantee, a permanent and perpetual easement in, over and upon the following described land situated in the County  
of Payne State of Oklahoma, to wit:

Lots 1 and 2 and the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4)  
of the Northwest Quarter (NW/4) of Section Seven (7), Township Nineteen (19)  
North, Range Two (2) East of the Indian Meridian

for the purpose of or in connection with the construction, operation, maintenance, and inspection of a floodwater retarding  
structure to be located on the above described land; and designated as site No. 35 in the plans on file in the office  
of the Grantee for the Stillwater Creek Watershed, for the flowage of any waters in,  
over, upon, or through such structure; and for the permanent storage and temporary detention, either or both, of any waters  
that are impounded, stored or detained by such structure.

1. In the event construction of the above described works of improvement is not commenced within 120 months from the  
date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his  
heirs and assigns.

2. This easement includes the rights of ingress and egress at any time over and upon the above described land for the  
purpose of construction, the checking of operations, and the inspection and maintenance of the above described works of  
improvement.

3. This easement includes the right of ingress and egress at any time to and from said works, over and across lands of the

Grantor described as above

CONTINUED

Payne County Title Co., Inc.

Page

99

4. There is reserved to the Grantor, his heirs and assigns, the rights and privileges to use the above described land at any time, in any manner and for any purpose that does not interfere with construction, operations, maintenance and inspection of the above described works of improvement.

5. The rights and privileges herein granted are subject to all easements, rights of ways, mineral reservations or other rights now outstanding in third parties.

6. The Grantee is responsible for operating and maintaining the above described works of improvement.  
An area will be excavated to a depth of at least 8' below elevation 890.7

7. Special provisions. over an area not less than 100' x 100' bottom width measurement. Side slopes will be not less than 3:1 on three sides; the north side 5:1. Grantee will provide a fence with concrete posts on the east-west property line within the sediment pool area; fill, level and grass old pond overflow ditch; clear, bunch and burn timber on area\*\*  
To have and to hold the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns, forever.

In witness whereof, the Grantor has executed this instrument on the 25th day of May, 19 72.

\*\*approximately 650' north-south and 200' east-west of SW corner property line; pay \$12.00/acre for land use changes on area cleared.

Orin G. Snyder  
Grantor

Genevieve Snyder  
Grantor

#### ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF Payne

} SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of May, 1972, personally appeared Orin G. Snyder and

Genevieve Snyder

husband and wife, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged 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 hereto set my hand and official seal, the date and year last hereinabove written.

PUBLIC  
NOTARY  
IN AND FOR  
STATE OF  
OKLAHOMA

My commission expires February 1976

Testa L. Atwell

ORIN G. SNYDER and  
GENEVIEVE SNYDER

RIGHT OF WAY EASEMENT

TO

DATED: Jan. 24, 1979

CENTRAL RURAL  
ELECTRIC COOPERATIVE  
a cooperative corporation

FILED: June 18, 1979 at 2:42 pm

RECORDED: Book 444, Page 187

CONSIDERATION: GVC

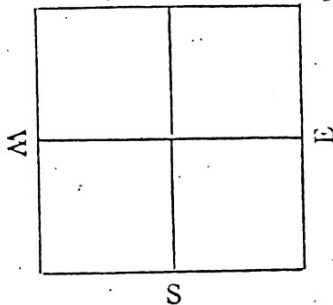
N

CENTRAL RURAL ELECTRIC COOPERATIVE

Account No. \_\_\_\_\_

BOX 591

STILLWATER, OKLAHOMA



RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

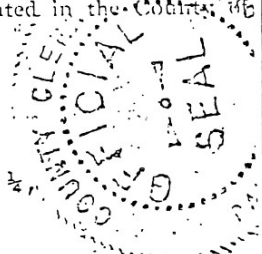
we, the undersigned, (whether one or more) Orin G. Snyder & Genevieve Snyder

Rt. 3, Box 82, Stillwater, Oklahoma 74074

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Central Rural Electric Cooperative, a cooperative corporation, whose post office address is Stillwater, Oklahoma, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of

Payne, State of Oklahoma, and more particularly described as follows:

East boundary of East  $\frac{1}{2}$  of East  $\frac{1}{2}$  of Northeast  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$



of Sec. 7, Twp. 19N, Rge. 2E, and to construct, place, operate, repair, maintain, convert to higher or lower voltage, and replace on the above-described land and/or under or upon all streets, roads or highways abutting said lands, an overhead or underground electric transmission or distribution line or system, to excavate for such purposes, and to cut, trim and control by chemical means, machinery or otherwise, trees, shrubbery and timber including nut trees, that may interfere with or threaten to endanger the operation of said line or system, including all trees and shrubs which may be damaged incidentally and necessarily result from the means of control employed to a distance of ten feet in each direction from said line or system, or to such further distance as the Cooperative may find necessary to keep such line or system clear.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative at any time.

(CONTINUED)

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 24 day of Jan, 1979

Orin Snyder (L. S.)  
Mrs Orin Snyder (L. S.)

Signed, sealed and delivered in the presence of:

Bruce C. Dunn

State of Oklahoma }  
County of Payne } ss.

Before me, the undersigned Notary Public within and for the above County and State, on this 23 day of Jan, 1979, personally appeared Orin Snyder, and

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

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

Bruce C. Dunn  
Notary Public

My Commission expires: Oct. 1982

Residing at: 2223 Skewood  
Stillwater, OK





19406

Filed at 12:59 PM.  
Payne County Clerk DEC 28 1981

Account No. 23 C7 32

RIGHT-OF-WAY EASEMENT

BOOK 578 PAGE 137

KNOW ALL MEN BY THESE PRESENTS, THAT

we, the undersigned, (whether one or more) Orin G. Snyder (husband)  
Genevieve Snyder (wife)

(unmarried) (husband or wife) for a consideration of \$1.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey unto the Central Rural Electric Cooperative, a cooperative corporation, whose post office address is Stillwater, Oklahoma, and to its successors or assigns a perpetual 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:

NE 1/4

in Sec. 7, Twp. 19N, Range 2E, 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, cooperative corporation, its successors or assigns, the perpetual 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 set anchors at points to be determined by the Cooperative at any future date extending outside this easement a distance of 25 feet, to excavate for such purposes, to prevent the placement of any structure that may, in the judgement of the cooperative, interfere with or endanger said electrical system or its maintenance or operation, and to cut, trim and control by chemical means, machinery or otherwise, trees, shrubbery and timber including nut trees, that may interfere with or threaten to endanger the operation of said line or system, including all trees and shrubs which may be damaged incidentally and necessarily result from the means of control employed to a distance of 15 feet in each direction from said line or system, or to such further distance as the Cooperative may find necessary to cut down from time to time all dead, weak, leaning or dangerous trees as determined by the Cooperative that are tall enough to strike the wire in falling.

This easement shall be 20 feet in width, which is described as follows:  
Parallel to, adjacent to, and adjoining the

Section Line Right-of-Way

and 10 feet or  
as built or existing

(Property boundary, Section Line Hiway ROW, etc.) of said property above described and the necessary easement to serve the premises and to extend the line to serve adjacent property.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative expense shall remain the property of the Cooperative, removable at the option of the Cooperative at any time and warrant that the surface of the earth upon said easement will not be lowered without prior consent of Grantee. This covenant is recognized as being necessary for the protection of the facilities and the public. The undersigned also agrees that this easement permits the future addition or respacing of poles or underground system 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 are free of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.



over

CENTRAL RURAL ELECTRIC  
COOPERATIVE  
P.O. BOX 1809  
STILLWATER, OKLAHOMA 74074



IN WITNESS WHEREOF, the undersigned have set their hands and seals, this  
 11th day of December, 1981.

GRANTOR

Orin Snyder (L.S.)  
Genevieve Snyder (L.S.)

Signed, sealed and delivered in the presence of:

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA

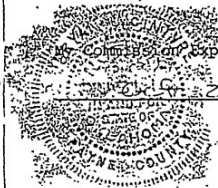
COUNTY OF Payne

Before me, the undersigned Notary Public within and for the above County and State, on this 11th day of December, 1981, personally appeared

Orin G. Snyder & Genevieve Snyder

known to be the identical persons who executed the above 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 notarial seal on the day and year last above written.



K. Bryan McIntyre  
 Notary Public

Residing at: Stillwater

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA

COUNTY OF

Before me, the undersigned Notary Public within and for the above County and State, on this \_\_\_ day of \_\_\_, 19\_\_\_, personally appeared

to me known to be the identical person who subscribed the name of the maker hereof to the foregoing instrument, and acknowledged to me that it executed the same as its free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

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

7-19-2  
 PAYNE COUNTY  
 FILED  
 BOOK 578  
 '81 DEC 2  
 SHERIFF'S OFFICE  
 DY

INDEXED  
 DIRECTED  
 REVERSED  
 RELEASED

Notary Public

My Commission Expires:

Residing at:

CREC

01548-182

Filed at 11:35 AM FEB 8 1982

BOOK 581 PAGE 714

19406

Payne County Clerk  
FILED AT 12:59 PM  
Payne County Clerk DFC 28 1981

Account No. 23 07 32

## RIGHT-OF-WAY EASEMENT

BOOK 578 PAGE 137

KNOW ALL MEN BY THESE PRESENTS, THAT

we, the undersigned, (whether one or more) Orin G. Snyder (husband)  
Genevieve Snyder (wife)

(unmarried) (husband or wife) for a consideration of \$1.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey unto the Central Rural Electric Cooperative, a cooperative corporation, whose post office address is Stillwater, Oklahoma, and to its successors or assigns a perpetual 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 Addenda "A" attached

in Sec. 7, Twp. 19N, Range 2E, 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, cooperative corporation, its successors or assigns, the perpetual 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 set anchors at points to be determined by the Cooperative at any future date extending outside this easement a distance of 25 feet, to excavate for such purposes, to prevent the placement of any structure that may, in the judgement of the cooperative, interfere with or endanger said electrical system or its maintenance or operation, and to cut, trim and control by chemical means, machinery or otherwise, trees, shrubbery and timber including nut trees, that may interfere with or threaten to endanger the operation of said line or system, including all trees and shrubs which may be damaged incidentally and necessarily result from the means of control employed to a distance of 15 feet in each direction from said line or system, or to such further distance as the Cooperative may find necessary to cut down from time to time all dead, weak, leaning or dangerous trees as determined by the Cooperative that are tall enough to strike the wire in falling.

This easement shall be 20 feet in width, which is described as follows:  
 Parallel to, adjacent to, and adjoining the

Section Line Right-of-Way  
 and 10 feet of  
 as built or existing

(Property boundary, Section Line Highway ROW, etc.) of said property above described and the necessary easement to serve the premises and to extend the line to serve adjacent property.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative expense shall remain the property of the Cooperative, removable at the option of the Cooperative at any time and warrant that the surface of the earth upon said easement will not be lowered without prior consent of Grantee. This covenant is recognized as being necessary for the protection of the facilities and the public. The undersigned also agrees that this easement permits the future addition or respacing of poles or underground system 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 are free of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.



over

CENTRAL RURAL ELECTRIC  
 COOPERATIVE  
 P. O. BOX 1809  
 STILLWATER, OKLAHOMA 74074

IN WITNESS WHEREOF, the undersigned have set their hands and seals this  
11th day of December, 1981.

GRANTOR

Orin Snyder (L.S.)  
Genevieve Snyder (L.S.)

Signed, sealed and delivered in the presence of:

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA

COUNTY OF Payne

Before me, the undersigned Notary Public within and for the above County and State, on this 11th day of December, 19 81, personally appeared

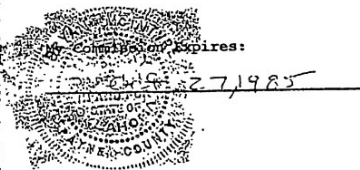
Orin G. Snyder & Genevieve Snyder

known to be the identical persons who executed the above 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 notarial seal on the day and year last above written.

K. Bryan McIntyre  
Notary Public

Residing at: Stillwater



CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public within and for the above County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, personally appeared

to me known to be the identical person who subscribed the name of the maker hereof to the foregoing instrument, and acknowledged to me that it executed the same as its free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

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

SHERRA RUSSELL  
NOTARY PUBLIC  
STATE OF OKLAHOMA  
MY COMMISSION EXPIRES  
DEC 31 1981

INDEXED  
DIRECTED  
REVERSE  
RELEASE

Notary Public

My Commission Expires:

Residing at:

7-19-2

CREC 16

BOOK 581 PAGE 716

ADDENDA "A" Legal Land description for Orin G. Snyder and Genevieve Snyder

A tract of land in the NW/4 of Section 7, T-19-N, R-2-E, I.M., Payne County, Oklahoma, said tract being more particularly described as follows; Starting at the NW/corner of said NW/4; Thence East, along the North line of said NW/4, 1026.2 feet to the Point of Beginning; Thence South, 296.0 feet; Thence East, 296.0 feet; Thence North, 296.0 feet to the North line of said NW/4; Thence West, along the North line of said NW/4, 296.0 feet to the Point of Beginning. Above described tract of land contains 2 acres more or less and is subject to recorded easements and rights-of-way thereof.

080-490

Engineer: Russ

JUN 16 9 18 AM '88

Account No. 230739

PAYNE COUNTY

Applicant: Attabasca Energy Co

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT

we, the undersigned, (whether one or more) Orin Snyder and Genevieve Snyder husband & wife (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:

Lots numbered 1 and 2 and the E/2 NW/4 of Section 7, Township 19North, Range 2 East of the Indian Meridian in Oklahoma Territory, containing 150.48 acres

in Sec. 7, Twp. 19N, Range 2E, 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, pole, or in the judgment of the cooperative, interfere with or endanger said electrical system or its maintenance, operation, and to cut, trim and control by chemical or mechanical means trees, shrubbery, and other vegetation that may threaten or endanger the operation of said line of system.

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

and 10 feet either side of the electric facilities as built or existing and the necessary easement on 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 this 18 day of April, 1988.

GRANTOR

Orin Snyder  
Genevieve Snyder

ACKNOWLEDGMENT  
Individual/Corporate

STATE OF OKLAHOMA

COUNTY OF Payne

Before me, the undersigned Notary Public within and for the above County and State, on the 18 day of April, 1988, personally appeared Orin Snyder & Genevieve Snyder

known to be the identical person(s) who executed the above 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 notarial seal on the day and year last above written.

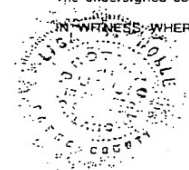
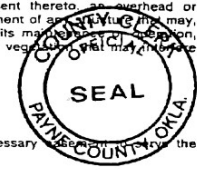
My Commission Expires:  
10-5-88

Don A. Waller  
Notary Public  
Residing at:  
Stillwater

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

005791

005791



1658 0295

I-2006-012168 08/11/2008 11:26 am  
 Book 1658 Page(s) 0295-0295  
 Fee: \$ 13.00 Doc: \$ 0.00  
 Sherri Schaeffer - Payne County Clerk  
 State of Oklahoma


Do not stamp or write outside of this line.

Representative: Steve Conner Account No. 23 07 01  
 Applicant: CRCC  
Orin Snyder

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS, THAT**  
 we, the undersigned, (whether one or more) Orin Snyder and Genevieve Snyder  
 (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:

Lots numbered 1 and 2 and the E/2 NW/4 Section 7, Township 19 North,  
 Range 2 East of the Indian Meridian, containing 150.48 acres.



in Sec. 7, Twp. 19N, Range 2E, 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:


The South 30 feet of the North 48 feet of said property.

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 10th day of July, 2006.

Seal 

GRANTOR (S)  
Orin Snyder  
Orin Snyder  
Genevieve Snyder

ACKNOWLEDGMENT  
 Individual Genevieve Snyder

**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 10th day of  
July, 2006, personally appeared  
Orin Snyder and Genevieve Snyder  
 known to be the identical person(s) who executed the above 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 notarial seal on the day and year last above written.

**ALL SIGNATURES MUST  
 BE NOTARIZED**

My Commission Expires: 4-26-2010 Notary Public  
 Residing at: CRCC

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

Do not stamp or write outside of this line.