

Cover page for:

Preliminary Title Insurance Schedules **(with copies of recorded exception documents)**

Preliminary title insurance schedules prepared by:

American Abstract Co. of McClain County, Inc.

(File Number: 20231597-1)

Auction Tract 1

(9.24± acres & improvements in Purcell, OK)

For January 25, 2024 sealed bid auction conducted by:

Schrader Real Estate and Auction Company, Inc.

(in cooperation with Richard Branch Auctioneers)

On behalf of:

The City of Purcell, Oklahoma, a Municipal Corporation (Tract 1)
Purcell Public Works Authority, an Oklahoma Public Trust (Tract 2)



COMMITMENT FOR TITLE INSURANCE

Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: American Abstract Company of McClain County, Inc.
Issuing Office: 138 W. Main St, Purcell, OK 73080
Issuing Office 's ALTA® Registry ID: 0002360
Loan ID No.:
Commitment No.: 20231597-1
Issuing Office File No.: 20231597
Property Address: Purcell, OK 73080

SCHEDULE A

1. Commitment Date: December 18, 2023 at 07:30 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/2021)
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: Fee Simple.

4. The Title is, at the Commitment Date, vested in:

The City of Purcell, Oklahoma, a Municipal Corporation, by virtue of a Warranty Deed recorded January 19, 1976 in Book 554, Page 681 and a Warranty Deed recorded August 26, 1920 in Book 11, Page 255.

5. The Land is described as follows:

A tract of land in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section One (1), Township Six (6) North, Range Two (2) West, I.M., McClain County, Oklahoma, more particularly described as follows: Commencing at the NE/Corner of said NW $\frac{1}{4}$; thence S 89°33'54" W along the North line of said Section 1 a distance of 400.61 feet; thence S 00°26'06" E a distance of 35.87 feet to the true Point of Beginning; thence S 45°21'26" E a distance of 21.18 feet; thence S 00°16'45" E a distance of 587.64 feet; thence S 89°54'01" W a distance of 632.33 feet; thence N 9°20'07" W a distance of 528.26 feet; thence N 32°36'09" E a distance of 47.81 feet; thence N 78°02'40" E a distance of 50.18 feet; thence N 89°33'54" E a distance of 64.47 feet; thence N 62°53'51" E a distance of 60.01 feet; thence N 89°33'54" E a distance of 507.35 feet to the Point of Beginning.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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 A
(Continued)

Fidelity National Title Insurance Company

Gayle Helton

By: *Michael J. Nolan*
Michael J. Nolan
President

ATTEST: *Marjorie Nemzura*
Marjorie Nemzura
Secretary

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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COMMITMENT FOR TITLE INSURANCE

Issued By
FIDELITY NATIONAL 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.
 - a. Warranty Deed from City of Purcell to Purchaser with contractual obligations under a Real Estate agreement.
 - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$0.00.
5. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
6. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (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.
7. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



20231597

SCHEDULE B, PART I

(Continued)

9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. Obtain and file of record a Release of The Purcell Public Works Authority Hospital Revenue Bond Indenture in favor of Fidelity Bank National Association recorded August 5, 1970 in Book 468, Page 379 in the amount of \$582,000.00.
13. Obtain and file of record a Release of The Purcell Public Works Authority First Supplemental Hospital Revenue Bond Indenture in favor of Fidelity Bank, National Association recorded June 18, 1974 in Book 524, Page 575 in the amount of \$250,000.00.
14. Obtain and file of record a Release of The Purcell Public Works Authority Series 1994 Hospital Revenue Bond Indenture to Bank of Oklahoma recorded September 28, 1994 in Book 1382, Page 943 in the amount of \$3,800,000.00.
15. Obtain and file of record a Release of the Lease between the City of Purcell and the Purcell Public Works Authority recorded August 5, 1970 in Book 468, Page 369.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



20231597



COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Taxes for the year 2024 and all subsequent years not yet due and payable.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
5. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by 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.
8. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
9. Rights or claim of parties in possession not shown by the public records.
10. Easements or claims of easements not shown by the public records.
11. Statutory Easements on Section Lines.
12. Water rights, claims or title to water, whether or not shown by the public records.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20231597

SCHEDULE B-II

(Continued)

13. Arising from the proposed insured's failure to comply with Oklahoma laws concerning an alien's ownership of the Land, including without limitation the Oklahoma Constitution, Art. XXII, Section 1, and 60 Okla. Stat. §§ 121-123.
14. Easement in favor of the State of Oklahoma recorded February 18, 1947 in Book 166, Page 366, subject to assignments and partial releases of record.
15. Easement in favor of the State of Oklahoma recorded February 14, 1947 in Book 166, Page 373.
16. Easement in favor of the State of Oklahoma recorded February 14, 1947 in Book 166, Page 374.
17. Easement in favor of F.S. Estep recorded April 1, 1948 in Book 177, Page 187.
18. Dedication Deed in favor of the State of Oklahoma recorded July 30, 1956 in Book 249, Page 271.
19. Dedication Deed in favor of the City of Purcell recorded June 6, 1958 in Book 277, Page 457.
20. Report of Commissioners in District Court Case NO. C-69-12 dated April 3, 1969.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20231597

Exceptions

14

STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES } SS.

Before me, the undersigned Notary Public in and for the State and county aforesaid, on this 13 day of Feb. 1947, personally appeared JOHN H. TARP and MINNIE TARP 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.

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

My commission expires Sept. 25, 1949 (SEAL) R. W. BARRINGTON, Notary Public.

McClain County, }
STATE OF OKLAHOMA } ss.

This instrument was filed for record on the 18 day of Feb. 1947 at 8:40 o'clock A.M. and recorded in Book 166 on Page 365.

ELEANOR JO FYBAS, County Clerk.

NO. 751

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That MRS. C. L. GREEN, a widow, of McClain County, State of Oklahoma, for and in consideration of the sum of Five Hundred Dollars and no/100 DOLLARS (\$500.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged has this day granted, bargained, sold and conveyed unto said STATE OF OKLAHOMA, a perpetual easement, across, over and under the following described lots or parcels of land, to-wit:

A strip, piece or parcel of land lying in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of section 1, T 6 N, R 2 W in McClain County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the South line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, 59 feet West of SE corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, thence West along said South line a distance of 117.5 feet, thence Northwesterly on a curve to the left having a radius of 759.5 feet a distance of 599 feet, to a point on the West line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, thence North along said West line a distance of 89 feet to the NW corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, thence East along the North line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 54 feet, thence Southeasterly on a curve to the right having a radius of 868.5 feet a distance of 712.5 feet to point of beginning.

Containing 1.52 acres, more or less, of new right-of-way, the remaining area included in the above describing being the 16.5 foot Section line right-of-way.

The consideration herein covers, and this easement constitutes a release of any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway and all highway structures, bridges and drains that may now or hereafter be, in the discretion of the grantee necessary for the maintenance of a highway over, across or along the above described real estate. This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain and keep open a public road on the property herein described.

Said grantor hereby covenant and warrant that at the time of the delivery of these presents she is the owner of the above described premises in fee simple, that the same are free of all liens and claim whatsoever, except- and that she will so long as this easement is in full force and effect defend the same unto the State of Oklahoma against all and every person whomsoever claiming the same.

We, the undersigned owners hereby designate and appoint Mrs. C. L. Green as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantor herein named has hereunto set her hand and seal this the 5th day of February, 1947.

MRS. C. L. GREEN

STATE OF OKLAHOMA, }
COUNTY OF McClain } ss.

Before me, the undersigned Notary Public in and for the State and county aforesaid, on this 6th day of February, 1947, personally appeared MRS. C. L. GREEN a widow; to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 7th day of June, 1947. (SEAL) CLARK HARRIS, Notary Public.

McClain County, }
STATE OF OKLAHOMA } ss.

This instrument was filed for record on the 18 day of Feb. 1947 at 8:40 o'clock A.M. and recorded in Book 166 on page 366.

ELEANOR JO FYBAS, County Clerk.

The consideration herein covers, and this easement constitutes a release of any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway and all highway structures, bridges and drains that may now or hereafter be, in the discretion of the grantee necessary for the maintenance of a highway over, across or along the above described real estate. This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain and keep open a public road on the property herein described.

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

We, the undersigned owners hereby designate and appoint WALTER BURNETT as agent to execute the claim and receive the compensation herein named for said right or way.

IN WITNESS WHEREOF, the grantor-herein named has hereunto set -- hand and seal this the 5th day of February, 1947.

WALTER BURNETT
DORA BURNETT

STATE OF OKLAHOMA,)
COUNTY OF MCCLAIN) ss.

Before me, the undersigned Notary Public in and for the State and county aforesaid, 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.

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

My commission expires 7th day of June, 1947 (SEAL) CLARK HARRIS, Notary Public.
McClain County,)

STATE OF OKLAHOMA) ss.

This instrument was filed for record on the 14 day of Feb. 1947, at 8:20 o'clock A.M., and recorded in Book 166 on page 372.

ELEANOR JO PYBAS, County Clerk.

NO. 440

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That CITY OF FURCKLL, By J. R. EMERSON, Mayor of McClain County, State of Oklahoma, for and in consideration of the sum of DONATED, One Dollar and no/100 DOLLARS (\$1.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged has this day granted, bargained, sold and conveyed unto said STATE OF OKLAHOMA, a perpetual easement across, over and under the following described lots or parcels of land, to-wit:

A strip, piece or parcel of land lying in the SW $\frac{1}{4}$ of the NE 10 acres of lot 3 of Section 1, T 6 N, R 2 E W in McClain County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SE corner of said SW $\frac{1}{4}$ of the NE 10 acres of Lot 3, thence West along the South line of said SW $\frac{1}{4}$ of the NE 10 acres of Lot 3 a distance of 83.7 feet, thence Northwesterly on a curve to the left having a radius of 768.5 feet a distance of 324 feet to a point on the North line of said SW $\frac{1}{4}$ of the NE 10 acres of Lot 3, a distance of 178 feet West of the NE corner of said SW $\frac{1}{4}$ of the NE 10 acres of Lot 3, thence East along said North line a distance of 118 feet, thence Southeasterly on a curve to the right having a radius of 868.5 feet a distance of 150 feet to a point on the East line of said SW $\frac{1}{4}$ of the NE 10 acres of Lot 3, thence South along said East line a distance of 130 feet to point of beginning.

Containing 0.65 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

The consideration herein covers, and this easement constitutes a release of any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway and all highway structures, bridges and drains that may now or hereafter be, in the discretion of the grantee necessary for the maintenance of a highway over, across or along the above described real estate. This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain and keep open a public road on the property herein described.

Said grantor hereby covenants and warrant that at the time of the delivery of these presents he is the Mayor of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except --- and that he will so long as this ease-

ment is in full force and effect defend the same unto the State of Oklahoma against all and every person whatsoever claiming the same.

We, the undersigned owners hereby designate and appoint J. R. EMERSON as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantor herein named has hereunto set his hand and seal this the 5th day of February, 1947.

LESTER L. YOKUM, Fin. Secy.

CITY OF PURCELL

(CORPORATE SEAL)

By J. R. EMERSON, Mayor

STATE OF OKLAHOMA,)
) SS.
COUNTY OF McCLAIN)

Before me, the undersigned, a Notary Public in and for said county and state aforesaid, on this 5th day of February, 1947, personally appeared J. R. EMERSON, Mayor of CITY OF PURCELL to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires June 7th, 1947 (SEAL) CLARK HARRIS, Notary Public.

STATE OF OKLAHOMA)
McClain County) SS.

This instrument was filed for record on the 14 day of Feb. 1947 at 8:20 o'clock A.M. and recorded in Book 166 on page 373.

ELEANOR JO PYBAS, County Clerk.

NO. 641

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That D. D. CHANDLER Chm. and JOE NEMECEK member, Both County Commissioners of McClain County of McClain County, State of Oklahoma, for and in consideration of the sum of Land donated, One Dollar and no/100 DOLLARS (\$1.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged have this day granted, bargained, sold and conveyed unto said State of Oklahoma, a perpetual easement across, over and under the following described lots or parcels of land, to-wit:

A strip, piece or parcel of land lying in the $\frac{1}{2}$ of the NW 10 acres of Lot 3 and the $\frac{1}{2}$ of the NE 10 acres of Lot 4 of Section 1, T 6 N, R 2 W in McClain County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NE corner of said $\frac{1}{2}$ of the NW 10 acres of Lot 3, thence South along the East line of said $\frac{1}{2}$ of the NW 10 acres of Lot 3 a distance of 89 feet, thence Northwest on a curve to the left having a radius of 768.5 feet a distance of 171 feet to a point 70 feet South of the North line of said Section 1, thence S 89°29' W a distance of 328.5 feet to a point on the West line of said Section 1, thence North along said West line a distance of 70 feet to the NW corner of said $\frac{1}{2}$ of the NE 10 acres of Lot 4, thence East along the North line of said Section 1 a distance of 498.5 feet to point of beginning.

Containing 0.47 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

The consideration herein covers, and this easement constitutes a release of any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway and all highway structures, bridges and drains that may now or hereafter be, in the discretion of the grantee necessary for the maintenance of a highway over, across or along the above described real estate. This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain and keep open a public road on the property herein described.

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

We, the undersigned owners hereby designate and appoint D. D. CHANDLER as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hands and seal this the 6th day of February, 1947.

ELEANOR JO PYBAS, County Clerk.
By LOUISE GRAY, Deputy
(SEAL)

McCLAIN COUNTY,
By D. D. CHANDLER, Chairman
JOE NEMECEK, Member

STATE OF OKLAHOMA,)
County of McClain) SS.

Before me, the undersigned, a Notary Public in and for said county and state aforesaid, on this 6th day of February, 1947, personally appeared D. D. CHANDLER, Chm. and JOE NEMECEK Member, Both County Commissioners of McClain County, to me known to be the

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ment is in full force and effect defend the same unto the State of Oklahoma against all and every person whomsoever claiming the same.

We, the undersigned owners hereby designate and appoint J. R. EMERSON as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantor herein named has hereunto set his hand and seal this the 5th day of February, 1947.

LESTER L. YODAKLY, Fin. Secy.
(CORPORATE SEAL)

CITY OF PURCELL
By J. R. EMERSON, Mayor

STATE OF OKLAHOMA, }
COUNTY OF MCCLAIN } SS.

Before me, the undersigned, a Notary Public in and for said county and state afore-said, on this 5th day of February, 1947, personally appeared J. R. EMERSON, Mayor of CITY OF PURCELL to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires June 7th, 1947 (SEAL) CLARK HARRIS, Notary Public.

STATE OF OKLAHOMA }
McClain County } SS.

This instrument was filed for record on the 14 day of Feb. 1947 at 8:20 o'clock A.M. and recorded in Book 166 on page 373.

ELEANOR JO PYBAS, County Clerk.

NO. 641

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That D. D. CHANDLER Chm. and JOE NEMECEK member, Both County Commissioners of McClain County of McClain County, State of Oklahoma, for and in consideration of the sum of Land donated, One Dollar and no/100 DOLLARS (\$1.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged have this day granted, bargained, sold and conveyed unto said State of Oklahoma, a perpetual easement across, over and under the following described lots or parcels of land, to-wit:

A strip, piece or parcel of land lying in the $\frac{1}{2}$ of the NW 10 acres of Lot 3 and the $\frac{1}{2}$ of the NE 10 acres of Lot 4 of Section 1, T 6 N, R 2 W in McClain County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NE corner of said $\frac{1}{2}$ of the NW 10 acres of Lot 3, thence South along the East line of said $\frac{1}{2}$ of the NW 10 acres of Lot 3 a distance of 89 feet, thence Northwesterly on a curve to the left having a radius of 768.5 feet a distance of 171 feet to a point 70 feet South of the North line of said Section 1, thence S 89°29' W a distance of 328.5 feet to a point on the West line of said $\frac{1}{2}$ of the NE 10 acres of Lot 4, thence North along said West line a distance of 70 feet to the NW corner of said $\frac{1}{2}$ of the NE 10 acres of Lot 4, thence East along the North line of said Section 1 a distance of 498.5 feet to point of beginning.

Containing 0.47 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

The consideration herein covers, and this easement constitutes a release of any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway and all highway structures, bridges and drains that may now or hereafter be, in the discretion of the grantees necessary for the maintenance of a highway over, across or along the above described real estate. This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain and keep open a public road on the property herein described.

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

We, the undersigned owners hereby designate and appoint D. D. CHANDLER as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hands and seal this the 6th day of February, 1947.

ELEANOR JO PYBAS, County Clerk.
By LOUISE GRAY, Deputy
(SEAL)

MCCLAIN COUNTY,
By D. D. CHANDLER, Chairman
JOE NEMECEK, Member

STATE OF OKLAHOMA, }
County of McClain } SS.

Before me, the undersigned, a Notary Public in and for said county and state afore-said, on this 6th day of February, 1947, personally appeared D. D. CHANDLER, Chm. and JOE NEMECEK Member, Both County Commissioners of McClain County, to me known to be the

identical person- who subscribed the name of the maker thereof to the foregoing instrument as its County Commissioners and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My commission expires June 7th/1947 (SEAL) CLARK HARRIS, Notary Public
McCain County, } ss.
STATE OF OKLAHOMA, }

This instrument was filed for record on the 14 day of Feb. 1947 at 8:20 o'clock A.M., and recorded in Book 166 on page 374. *

NO. 642 ELEANOR JO PYBAS, County Clerk.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That J. R. PERRY and IDA PERRY, husband and wife of (McCain) County, State of (Oklahoma) for and in consideration of the sum of (One Hundred and Sixty Dollars and No/100 DOLLARS) (\$160.00) and other good, valuable and sufficient consideration paid by the State of Oklahoma, the receipt of which is hereby acknowledged have this day granted, bargained, sold, and conveyed unto said STATE OF OKLAHOMA, a perpetual easement across, over and under the following described lots or parcels of land, to-wit:

A strip, piece or parcel of land lying in part of the N 1/2 Lot 4 of Section 1, T 6 N, R 2 E in McCain County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NW corner of said N 1/2 Lot 4, thence South along the West line of said Lot 4 a distance of 170 feet, thence N 89°29' E a distance of 25 feet, thence N 44°29' E a distance of 141.4 feet to a point 70 feet South of the North line of said N 1/2 Lot 4, thence N 89°29' E a distance of 1030 feet, thence due North a distance of 70 feet to a point on the North line of said N 1/2 Lot 4, thence West along said North line a distance of 1155 feet to point of beginning.

Containing 1.52 acres, more or less, of new right-of-way, the remaining area included in the above description being the 16.5 foot Section line right-of-way.

The consideration herein covers, and this easement constitutes a release of any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway and all highway structures, bridges and drains that may now or hereafter be, in the discretion of the grantee necessary for the maintenance of a highway over, across or along the above described real estate. This easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain and keep open a public road on the property herein described.

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

We, the undersigned owners hereby designate and appoint J. R. PERRY as agent to execute the claim and receive the compensation herein named for said right of way.

IN WITNESS WHEREOF, the grantors herein named have hereunto set (their) hands and seal this (the 4th) day of (February), 1947.

J. R. PERRY
IDA PERRY

STATE OF OKLAHOMA, } ss.
County of McCain }

Before me, the undersigned Notary Public in and for the State and county aforesaid, on this (4th) day of (February), 1947, personally appeared (J. R. PERRY and IDA PERRY, 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.

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

My commission expires 7th day of June, 1947 (SEAL) CLARK HARRIS, Notary Public.
McCain County, } ss.
STATE OF OKLAHOMA, }

This instrument was filed for record on the 14 day of Feb. 1947 at 8:20 o'clock A.M., and recorded in Book 166 on page 375.

ELEANOR JO PYBAS, County Clerk.

#17

187
187

STATE OF OKLAHOMA, McClain County, SS:

Before me, the undersigned, a Notary Public in and for said county and state on this 31st day of March 1948, personally appeared L. T. COOK to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above set forth.

My Com. Exp. Aug. 25, 1950. (SEAL) VERNIE GLASCO, Notary Public.

STATE OF OKLAHOMA }
McClain County } SS

This instrument was filed for record on the 1 day of April A.D. 1948, at 11:25 o'clock A. M. and duly recorded in Book 177, on page 188.

ELEANOR JO FYBAS, County Clerk.

No. 1886

ROADWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That I, LIZZIE GREEN, a widow, party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid, receipt whereof is hereby acknowledged, hereby grant, bargain sell and convey unto F. S. ESTEP, his heirs, administrators, executors and assigns, Party of the Second part, an easement for road purposes in and over the following described real estate situated in McClain County, Oklahoma, to-wit:

Beginning 90 feet West of the NW corner of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 1, Township 6 North, Range 2 West, thence South to Highway right of way No. 74, 54 feet, thence Northwest along said highway right of way 126 feet, thence East to point of beginning 117 feet.

And WHEREAS, the second party is the owner of the following described real estate situated in McClain County, Oklahoma, to-wit: SW $\frac{1}{4}$ of SW $\frac{1}{4}$; and W $\frac{1}{2}$ of E $\frac{1}{2}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 36, Township 7 North, Range 2 West,

IT IS UNDERSTOOD AND AGREED that this easement is granted by the first party to the second party, his heirs, administrators, executors and assigns, for his benefit as the owner of the real estate last above described and that whenever said property shall cease to be used by the said second party, his heirs, administrators, executors or assigns for the purposes of ingress and egress to the real estate last above described, the same shall revert to the first party. The first party hereby excepts and reserves unto herself all of the oil and gas or other minerals or the proceeds therefrom which may be found or produced from, under and on the above described premises, together with the right of ingress and egress for the purpose of developing and extracting said oil, gas and other minerals and the right to use such party of the surface of said premises as may be necessary or convenient in the development and extraction of said minerals.

IT IS FURTHER AGREED that the exploration or development of said property for oil and gas shall in no way interfere with the use of same for road purposes or interfere with the ingress and egress of the second party, his heirs, administrators, executors or assigns to the real estate last above described. WITNESS my hand this 1st day of April 1948.

LIZZIE GREEN

STATE OF OKLAHOMA, McClain County, SS:

Before me, the undersigned, a Notary Public in and for the State of Oklahoma, on this 1st day of April 1948, personally appeared LIZZIE GREEN a widow, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. GIVEN under my hand and official seal the day and date above written.

My commission expires Aug. 25, 1950. (SEAL) VERNIE GLASCO, Notary Public.

STATE OF OKLAHOMA }
McClain County } SS

This instrument was filed for record on the 1 day of April A.D. 1948, at 2:30 o'clock P.M., and duly recorded in Book 177, on page 187.

ELEANOR JO FYBAS, County Clerk
By LOIS H. SMITH, Deputy.

No. 3588 O. M. Form 21-Regular

DEDICATION DEED

PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS:

That D. D. CHANDLER, JOE NEMECEK and JOHN L. DILBECK, all members of
THE BOARD OF COUNTY COMMISSIONERS

of McClain County, State of Oklahoma, hereinafter

called the Grantors (whether one or more), for and in consideration of the sum of One and More dollars (\$1.00) and other good,

valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to-wit:

A strip, piece or parcel of land lying in the $W\frac{1}{2}$ NW 10 acres of Lot 3, of Section 1, T 6 N, R 2 W in McClain County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NW corner of said Lot 3, thence South along the West line of said Lot 3 a distance of 661.4 feet to the SW corner of said $W\frac{1}{2}$ NW 10 acres of Lot 3, thence East along the South line of said $W\frac{1}{2}$ NW 10 acres of Lot 3 a distance of 299.2 feet, thence Northwesterly on a curve to the left having a radius of 11,509.2 feet a distance of 547.2 feet, thence N $35^{\circ}56'E$ a distance of 147 feet to a point on the North line of said Lot 3, thence West along said North line a distance of 300.9 feet to point of beginning.

Containing 3.50 acres, more or less, of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

For the same considerations hereinafter recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein; provided, however, that any exploration or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said State of Oklahoma, free, clear and discharged from any and all claims of damage or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, right distance or safety areas and other facilities that may now or hereafter be, in the discretion of the Grantors, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and the State of Oklahoma, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever, except:

The undersigned Grantors hereby designate and appoint _____ as agent to execute the claim and receive the compensation herein named.

In witness whereof the Grantors hereunto named have hereunto set their hands and seals this the 31 day of July 19 56.

D. D. CHANDLER
JOE NEMECEK
JOHN L. DILBECK

STATE OF OKLAHOMA }
McClain County } SS

This instrument was filed for record on the 30 day of July, A.D. 1956, at 8:20 o'clock A.M., and duly recorded in Book 249, on page 271.

ELEANOR JO PYBAS, County Clerk
LOIS H. SMITH, Deputy

43588

DEDICATION DEED
FOR
RIGHT-OF-WAY

McClain County, }
STATE OF OKLAHOMA, } SS.

This instrument was filed for record on the
30 day of July 1956
at 8:20 o'clock A.M. and recorded
in Book 249 of
Page 271

ELEANOR JO PYBAS
By LOIS H. SMITH
County Clerk
Deputy
Returns to
Department of Highways
Right-of-Way Division
Oklahoma City 5, Oklahoma

No. 3588

My commission expires _____
Notary Public
Witnessed:
executed the same as
free and voluntary act and deed for the uses and purposes therein set forth.
an Witness, and acknowledged to me that
and
executed the within and foregoing instrument by _____
mark, in my presence and in the presence of _____
to me known to be the identical person
and _____
personally appeared
day of _____
Before me, a Notary Public in and for said county and state, on this
County of _____
State of Oklahoma,
My commission expires _____
Notary Public

My commission expires _____
Notary Public
Witnessed:
executed the same as
free and voluntary act and deed of such corporation, for the uses and purposes therein set
forth.
as its _____
and acknowledged to me that he executed the same as his free and voluntary
to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument
day of _____
personally appeared
Before me, a Notary Public in and for said county and state, on this
County of _____
State of Oklahoma,
My commission expires _____
Notary Public

My commission expires with term _____
ELEANOR JO PYBAS,
County Clerk,
McClain County, Oklahoma
(OFFICIAL SEAL)
Witness my hand and seal the day and year last above written.
executed the same as their
free and
to me known to be the identical persons _____
they
executed the within and foregoing instrument, and acknowledged to me
COMMISSIONERS, McCLAIN COUNTY, OKLAHOMA
JOE NEMECKE and JOHN L. DILBCK, all members of the BOARD OF COUNTY
D. D. CHANDLER,
1956, personally appeared _____
day of July _____
Before me, a Notary Public in and for said county and state, on this
County of McClain
State of Oklahoma,
My commission expires _____
Notary Public

STATE OF OKLAHOMA }
McClain County } SS

This instrument was filed for record on the 30 day of July, A.D. 1956,
at 8:20 o'clock A.M., and duly recorded in Book 249, on page 271.

ELEANOR JO PYBAS, County Clerk
LOIS H. SMITH, Deputy

#19

No. 2293

RELEASE OF OIL AND GAS LEASE

STATE OF TEXAS }
COUNTY OF DALLAS }

KNOW ALL MEN BY THESE PRESENTS: THAT, THE ATLANTIC REFINING COMPANY, a corporation, does hereby release, resign, relinquish and surrender unto the lessor or lessors named in the hereinafter described oil and gas leases, his or their heirs, successors and assigns, all of its right, title and interest in and to the following described oil and gas mineral leases, covering SE/4 NE/4, Section 12, T-8N, R-4W, to wit:

OK-14412-A That certain oil and gas lease dated April 30, 1953, by and between VANNAH DAVIS BARRETT et vir GEORGE BARRETT as lessor and THE ATLANTIC REFINING COMPANY as Lessee, which lease is recorded in Book 211, Page 475 of the records of McClain County, Oklahoma

OK-14412-B That certain oil and gas lease dated April 15, 1953, by and between NORANDA OIL CORPORATION as lessor and THE ATLANTIC REFINING COMPANY as Lessee, which lease is recorded in Book 209, Page 549 of the records of McClain County, Oklahoma

OK-14412-C That certain oil and gas lease dated April 13, 1953, by and between ROY G. WOODS and A. M. WOODS as Lessor, and THE ATLANTIC REFINING COMPANY as Lessee, which lease is recorded in Book 209, Page 550 of the records of McClain County, Oklahoma

IN WITNESS WHEREOF, This instrument is executed this the 31 day of May, 1958.

THE ATLANTIC REFINING COMPANY
By J. W. MENDENHALL, Attorney-in-Fact

THE STATE OF TEXAS }
COUNTY OF DALLAS }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31 day of May, 1958, personally appeared J. W. MENDENHALL, to me known to be the identical person who subscribed the name of THE ATLANTIC REFINING COMPANY, to the foregoing instrument as its Attorney-in-Fact, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.

My commission expires 6-1-59. (SEAL) D. R. KOTAS, Notary Public

STATE OF OKLAHOMA }
McClain County }SS

This instrument was filed for record on the 6 day of June, A.D. 1958, at 9:20 o'clock A.M., and duly recorded in Book 277, on Page 457.

ELEANOR JO PYBAS, County Clerk
LOIS H. SMITH, Deputy

No. 2294

DEDICATION DEED

KNOW ALL MEN BY THESE PRESENTS:

That LIZZIE GREEN, a widow, and CECIL R. GREENE, of McClain County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell and dedicate unto the CITY OF PURCELL, the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to-wit:

The East Fifty (50) feet of the Northwest Quarter of the Northeast Quarter of Lot Three (3), Section One (1), Township Six (6) North, Range Two (2) West, McClain County, Oklahoma.

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein; Provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said described premises unto the said CITY OF PURCELL, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction.

and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said CITY OF PURCELL, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the record owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever.

The undersigned Grantors hereby designate and appoint ----- as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their heads and seals this the 31 day of January, 1958.

LIZZIE GREEN
CECIL R. GREENE

STATE OF OKLAHOMA }
COUNTY OF McCLAIN }SS

BEFORE ME, a Notary Public in and for said State, on this 31 day of January, 1958, personally appeared LIZZIE GREENE, a widow, and CECIL R. GREENE 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.

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

My commission expires November 15, 1961. (SEAL) FAYE WILLIAMS, Notary Public

STATE OF OKLAHOMA }
McClain County }SS

This instrument was filed for record on the 6 day of June, A.D. 1958, at 9:40 o'clock A.M., and duly recorded in Book 277, on Page 457.

ELEANOR JO PYBAS, County Clerk

No. 2298

ROADWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That T. C. VEAL, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of SEVENTY FIVE AND NO/100 DOLLARS, (\$-----), receipt of which is hereby acknowledged, does hereby grant unto SINCLAIR OIL & GAS COMPANY, a Maine corporation, hereinafter referred to as Grantee, the right, privilege and easement on, over and across the following-described lands, of which land Grantor warrants that he is the owner in fee simple, situated in the County of McClain, State of Oklahoma, to-wit:

N2 SE4 SW4 & SE4 SE4 SW4, Sec. 13-5N-2W.

for roadway purposes to enable Grantee, its successors, agents, employees and others transacting business with them, or either of them, to go upon, construct, maintain and use a roadway or roadways on, over and across the property above described for the transportation and conveyance of personnel and equipment thereon, and to have access to Grantee's leases and properties located in the vicinity of the above-described lands.

It is agreed that Grantee shall have the right and privilege to maintain or improve existing roads and to do whatever may be required for the construction and maintenance of additional roads, including the right of clearing the lands, and it is agreed that the consideration above recited and agreed upon is adequate and in full settlement for the rights herein granted, including all prior and future use, and damages from the construction and maintenance of said roadway or roadways.

TO HAVE AND TO HOLD the said right of way and privileges herein granted unto the Grantee, its successors and assigns, for the full term of Grantee's operations in this vicinity.

This right of way and easement shall inure to the benefit of and be binding upon both the Grantor and Grantee, their respective heirs, personal representatives, successors and assigns, and shall create a covenant running with the lands herein described.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this 28 day of May, 1958.

T. C. VEAL

STATE OF OKLAHOMA)
) SS.
COUNTY OF McClain)

FILED
IN THE DISTRICT COURT
McClain County, Oklahoma
McClain Co.

THE CITY OF PURCELL, OKLAHOMA,
a Municipal Corporation

Plaintiff

vs.

CECIL R. GREENE et al

Defendants

APR 3 1969
19 12
No. 10 No. C-69-12

REPORT OF COMMISSIONERS

Come now the undersigned Commissioners heretofore appointed by the Judge of this Court to inspect the real property hereinafter described and consider the injury which the said defendants as above named as the owners thereof have sustained and may sustain by reason of the taking of said property for municipal hospital purposes by the City of Purcell, a Municipal Corporation, and respectfully submit the following report to-wit:

The undersigned Commissioners were and are disinterested freeholders of McClain County, Oklahoma, not interested in any like question. On the 31st day of April, 1969, said Commissioners took the oath prescribed by law, and proceeded to inspect the real property as follows, to-wit:

NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 1, Township 6 North, Range 2 West, McClain County, Oklahoma, as conveyed to Cecil R. Greene by Warranty Deed recorded in Book 180 at page 53 in the office of the County Clerk of McClain County, Oklahoma,

LESS the East 50 feet of NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Lot 3 (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 1, Township 6 North, Range 2 West, conveyed to City of Purcell by Warranty Deed recorded in Book 277 at page 457 in the office of the County Clerk of McClain County, Oklahoma, and

An easement in favor of the State of Oklahoma recorded in Book 166 at page 366 of the records in the office of the County Clerk of McClain County, Oklahoma, and described as: a strip, piece or parcel of land lying in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 1, Township 6 North, Range 2 West in McClain County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at a point on the South line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, 59 feet West of SE corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, thence West along said South line a distance of 117.5 feet, thence Northwesterly on a curve to the left having a radius of 768.5 feet a distance of 599 feet to a point on the West line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, thence North along said West line a distance of 89 feet to the NW corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, thence East along the North line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 54 feet, thence Southeasterly on a curve to the right having a radius

of 868.5 feet a distance of 712.5 feet to the point of beginning, containing 1.52 acres, more or less.

An easement in favor of F. S. Estep recorded in Book 177 at page 187 of the county records and being described as follows: Beginning 90 feet West of the NW corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 1, Township 6 North, Range 2 West, thence South to highway right-of-way No. 74, 54 feet, thence Northwest along said highway right-of-way 125 feet, thence East to point of beginning, 117 feet.

We further report that it is necessary for the City of Purcell, Oklahoma, to acquire said property for the purpose of locating, constructing and maintaining thereon a municipal hospital or facilities necessary and incidental thereto and that an interest in said hereinbefore described property must be taken by said plaintiff for said purpose.

We further report that we have considered the injury which the defendant as the owners of the property hereinbefore described have sustained and may sustain by reason of the taking of said property by the City of Purcell, Oklahoma, and we have considered the value of the land taken excluding any mineral interest other than as is set forth in the Petition and the amount of injury and damages thereto either directly or indirectly by reason of said appropriation and location, construction and maintenance of a municipal hospital upon said real estate, and we do hereby assess the compensation and damages due said owners by reason of such appropriation of the above described premises as follows:

Value of property taken \$ 17,500⁰⁰ Krewe
\$ 1,000⁰⁰ Chandler
\$ 100⁰⁰ Estep
\$ _____

3 In witness whereof, we have hereunto set our hands this day of April, 1969.

Fulg Commissioner
ag 5⁰⁰ com - ad milage

Albert Mantooth
Levy C. Godard
Commissioners