

Cover page for:

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

Preliminary title insurance schedules prepared by:

American Abstract Company of McClain County
(File Number: 20250372)

Auction Tract 18
(Kay County, Oklahoma)

For June 24, 2025 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Estate of Ruth Helen Steichen

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY 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.: 20250372-1

Issuing Office File No.: 20250372

Property Address: Vacant Land, Ponca City, OK 74601

1. **Commitment Date:** April 30, 2025 at 07:59 AM

2. **Policy to be issued:**

Proposed Amount of Insurance:

a. ALTA Owners Policy (07/01/2021)

Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement \$0.00

The estate or interest to be insured: Fee Simple

b. ALTA Loan Policy (7/1/2021)

Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear. \$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:**

Ruth H. Steichen, by a Deed recorded November 19, 1957 in Book 210, page 463.

5. **The Land is described as follows:**

The East Half of the Southwest Quarter of Section 7, Township 25 North, Range 2 East of the Indian Meridian, Kay County, State of Oklahoma.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 20250372

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



SCHEDULE A

(Continued)

STEWART TITLE GUARANTY COMPANY

Gayle Helton

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

ESTIMATED

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File No.: 20250372

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 20250372

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 Ruth H. Steichen and Joe C. Steichen 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. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contactor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.
7. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 5 of Schedule B – Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021) [the "Survey Standards"], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 18, 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.

8. Obtain a Final Report for issuance of title policy.

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File No.: 20250372

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



SCHEDULE B PART I

(Continued)

9. 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.
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. A Transcript of the Estate of Ruth Helen Steichen has been examined. Obtain and file of record all valid recorded Orders of the court in regards to the subject lands and further requirements will be made as necessary.
13. Record properly executed Release of Mortgage:

Mortgagor: Ruth Helen Steichen
Mortgagee: Bancfirst
Amount: [REDACTED]
Dated: 8/1/12
Filed: 8/6/12
Recorded: Book 1578 Page 799
Refiled August 24, 2012 in Book 1581, page 334;
Modification recorded May 10, 2018 in Book 1775, page 978;
Modification recorded October 7, 2019 in Book 1818, page 171;
Modification recorded January 23, 2020 in Book 1826, page 843;
Modification recorded July 20, 2020 in Book 1841, page 37;
Modification recorded February 26, 2021 in Book 1861, page 763;
Modification recorded September 20, 2021 in Book 1882, page 41.
14. There is an Assignment of a Pipeline right of way at Page 28 (889/686) of the abstract. The assignment assigns a right of way filed in Book 237, page 524. It appears that this right of way affects the subject lands. Submit for examination either valid recorded evidence the right of way does not affect the subject lands or a correctly compiled abstract that includes it and further requirements will be made as necessary. (Section 7)
15. File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):

Assignment and Assumption and Bill of Sale Agreement recorded May 9, 2012 in Book 1569, page 38;
Easement Agreement recorded July 5, 2013 in Book 1613, page 814;
Notice of Pipeline Easement recorded March 18, 2015 in Book 1673, page 797;
Assignment and Bill of Sale recorded September 5, 2012 in Book 1582, page 561;
Assignment and Bill of Sale recorded September 5, 2012 in Book 1582, page 511.

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File No.: 20250372

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



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 20250372

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. Rights or claims of parties in possession not recorded by the Public Records.
3. Easements, or claims of easements, not recorded by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not recorded by the Public Records.
6. Taxes or assessments which are not recorded as existing liens by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Statutory Section Line Road Easements in favor of the State of Oklahoma, where applicable.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Section line road easement created under Title 43 USC Section 1095 and any rights therein granted to others by the Board of County Commissioners of the county in which the Land is located or by the city in which the Land is located.
11. Order Confirming Report of Commissioners in favor of Oklahoma Gas and Electric Company recorded March 18, 1980 in Book 265, page 51.

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File No.: 20250372

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



SCHEDULE B PART II

(Continued)

12. Assignment of an Easement recorded March 9, 1994 in Book 889, page 686.
13. Decree of Incorporation recorded March 24, 1972 in Book 326, page 621.

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File No.: 20250372

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



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT A

The Land is described as follows:

The East Half of the Southwest Quarter of Section 7, Township 25 North, Range 2 East of the Indian Meridian,
Kay County, State of Oklahoma.

ESTIMATED

IN THE DISTRICT COURT OF KAY COUNTY
STATE OF OKLAHOMA

Filed in the DISTRICT COURT
KAY COUNTY, OKLAHOMA

#3232
STATE OF OKLAHOMA

MAR 18 1980

OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma corporation,

HAZEL M. WOOD, Court Clerk
(S) LILA C. JOHAN Deputy

Plaintiff,)
KAY COUNTY CLERK)
(NORMA LEE COOK)

NO. C-79-91

v.

By *Edmund M. Maurer* DEPUTY

JOE C. STEICHEN and RUTH HELEN STEICHEN,
his wife,

OSAGE-GARBER TWP 69KV

Defendants.)

Exceptions
#11

ORDER CONFIRMING REPORT OF COMMISSIONERS

Now on the 18th day of March 1980, the above styled and numbered cause came on for hearing and the Plaintiff, Oklahoma Gas and Electric Company, appeared by its attorney of record, Paul Walters, and the Defendants appeared by their attorney, Walt Brune. The parties hereby waive trial by jury and agree that this matter might be heard without further notice and the Court being fully advised in the premises, finds:

1.

Plaintiff is a corporation duly organized under the laws of the State of Oklahoma and vested with the power of eminent domain for the acquisition of property needed for the transmission of electric power and energy.

2.

It is necessary for the Plaintiff to appropriate and take, under the powers vested in it by the Statutes of the State of Oklahoma, an easement and right of way over and across the real property described in Plaintiff's Petition for the construction, reconstruction, operation and maintenance of a system of wires, cables and fixtures, aerially supported by wood pole structures for the transmission of electric current at such voltages as Plaintiff may determine appropriate, together with telephone and telegraph messages incident to Plaintiff's business.

ELECTRIC CO.

BOX 321

OKLAHOMA CITY, OKLA. 73101

LA SERVICES MC 18

3.

That the Demand for Jury Trial hereto filed in this cause
by Plaintiff and by Defendants are hereby withdrawn.

4.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the
Plaintiff, Oklahoma Gas and Electric Company, have and recover
judgment against the Defendants, condemning and vesting in Plaintiff
a perpetual easement and right of way for the construction; recon-
struction, operation and maintenance of an electric transmission
system comprised of a system of wires and fixtures aerially
suspended from and supported by structures for the transmission of
electric current and energy at such voltages as may be desired by
the Plaintiff, and the transmission of telegraph and telephone
messages necessary in the operation of Plaintiff's electric
transmission facilities over and across the following described
tract of real property, to-wit:

A tract of land 100 feet in width over and across
The West Half of the Northeast Quarter (W/2 NE/4)
Section 21, Township 25 North, Range 1 East, Kay
County, Oklahoma, and the E/2 SW/4 of Section 7,
Township 25 North, Range 2 East, Kay County, Okla-
homa, being 50 feet in width on each side of a
centerline commencing at a point on the West line of
the W/2 NE/4 approximately 1790 feet South of the
Northwest corner thereof and extending in a north-
easterly direction in a straight line for a distance
of 1440 feet to a point on the East line approxi-
mately 1220 feet South of the Northeast corner of the
W/2 NE/4 of Section 21; thence commencing at a point
on the West line of the East Half of the Southwest
Quarter (E/2 SW/4) Section 7, Township 25 North,
Range 2 East, Kay County, Oklahoma, approximately
1320 feet South of the Northwest corner thereof and
extending in a northeasterly direction in a straight
line for a distance of approximately 1440 feet to a
point on the East line of the E/2 SW/4 approximately
756 feet South of the Northeast corner thereof.

which easement and right of way shall include the right, privilege and authority of entering upon said tract of land for the purposes of erecting, operating, maintaining, rebuilding or removing said transmission line; the right to cut down, trim or remove any trees within the limits of said right of way and easement, and the right to remove any structure or obstruction now or hereafter located upon said right of way and easement which might interfere with or endanger said electric line or its mainenance and operation; and, in addition thereto, such other privileges as may be necessary or proper for the construction, reconstruction, maintenance, operation and removal of said electric transmission line system by the Plaintiff herein, its successors and assigns; that, notwithstanding the appropriation of the rights hereinbefore described, the above described land will not be fenced by the Plaintiff, and no permanent trails or roads will be extended across said property by Plaintiff, and no permanent openings maintained in the fences and the land shall, subject to the Plaintiff's easement and rights above described, remain the property of the owners thereof and be subject to their use for any purposes which are not inconsistent with the rights of the Plaintiff above set forth and which will not interfere with Plaintiff in the exercise of said rights.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Report of Commissioners made and filed herein on the 19th day of October, 1979, be and the same is hereby approved and confirmed and the Court Clerk is hereby directed to disburse the Commissioners' award of \$9,250.00 previously deposited herein by Plaintiff, to the Defendants named herein.

51 Samuel Daggett
JUDGE OF THE DISTRICT COURT

APPROVED:

Shelley D. [Signature]
Attorney for Plaintiff

Walter B. [Signature]
Attorney for Defendants

State of Oklahoma, County of Kay, SS
I hereby certify that the within and foregoing is a
true and correct copy of the original instrument as the
same appears on file and of record in my office in the
City of Newkirk in said County and State.
Witness my hand and seal this 18th day of
March 1980
Hazel M. Wood, Court Clerk,
[Signature] Deputy
KAY COUNTY

OKLA. ~~525~~ ELECTRIC CO.
P. O. BOX 321
OKLAHOMA CITY, OKLA. 73107
ENG. SERVICES MC 18

ASSIGNMENT

RECEPTION # 2630
FILED OR RECORDED
STATE OF OKLAHOMA

94 MAR -9 AM 10:14

#12

BY: Mattie Kimbrel DEPUTY
MATTIE KIMBREL
RAY COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS:

That THE NOBLES COMPANY, Route 1 Box 412-C, Denton, Texas 76207, a partnership consisting of Robert H. Nobles and Jimmie G. Nobles, hereinafter referred to as "Assignor," for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey, WITHOUT COVENANTS OR WARRANTIES OF TITLE, EITHER EXPRESS OR IMPLIED, unto F. A. INVESTMENTS, L.C., a Texas Limited Liability Co., Route 1 Box 412-C, Denton, Texas 76205, hereinafter referred to as "Assignee," all of Assignor's right, title and interest in and to the Oil and Gas Leases, rights-of-ways, surface leases, and royalty interests described in Exhibit "A" attached hereto and made a part hereof.

Assignor, for the same consideration recited above, further assigns any and all of the other right, title, and interest in and to, and obligations under, the Partial Assignment and Bill of Sale, described in Exhibit "B," attached hereto and made a part hereof.

Executed this 1 day of January March, 1994.

Robert H. Nobles
Robert H. Nobles, Partner

Jimmie G. Nobles
Jimmie G. Nobles, Partner

STATE OF TEXAS
COUNTY OF DENTON

This instrument was acknowledged before me on this date by Robert H. Nobles and Jimmie G. Nobles, partners, on behalf of the Nobles Company.



Date: March 1, 1994
Karla Harvey
NOTARY PUBLIC, STATE OF TEXAS

After recording return to:
F. A. Investments, L.C.
Route 1 Box 412-C
Denton, TX 76207

BOOK 889 PAGE 686

#13

Record No. 111531

District Court, Kay	)	DECREE OF INCORPORATION
County, Oklahoma	)	DATED March 16, 1972
	)	FILED March 24, 1972
to	)	At 3:15 o'clock P.M.
	)	Volume 326 Misc. Records
Bois d'Arc - Cowskin Creek	)	Page 621
Conservancy District No. 1	)	

IN THE DISTRICT COURT IN AND FOR KAY COUNTY, STATE OF OKLAHOMA

In the Matter of the Establishment	)	No. C-71-16
of BOIS d'ARC - COWSKIN CREEK	)	
CONSERVANCY DISTRICT NO. 1	)	Filed March 22, 1972

DECREE OF INCORPORATION

Now on this 16th day of March, 1972, at the hour of 9:00 A.M., this matter comes on for hearing in the District Courtroom in Newkirk, Kay County, Oklahoma, upon the petition for the creation of the Bois d'Arc - Cowskin Creek Conservancy District No. 1 of Kay County, Oklahoma, and the objections filed thereto.

The Petitioners appeared in person and by their attorneys, Ross, Ross & McCarty. The City of Ponca City, Kay County, Oklahoma, appeared by its attorney, Marland Johnson and with permission of the Court, withdrew their petition requesting the formation of said Conservancy District.

After the taking of sworn testimony of the petitioners, the examination of the filings herein, and the hearing of all parties and interests, the Court made the following findings of fact, to-wit:

1. That due and legal notice of this hearing has been given,

as required by the Statutes of the State of Oklahoma, by the publication of said notice and a map of the proposed district in the Newkirk Herald Journal, a newspaper published in Kay County, Oklahoma, at least 60 days prior to the date of this hearing.

2. That the purpose of the Conservancy Act of the State of Oklahoma would be subserved by the creation of the Conservancy District as prayed for.

3. That as of the date of this hearing, above, fifty-one percent or more of the landowners and numbers of acres of land within the proposed district have filed written petitions requesting formation of said District.

4. That as of the date of this hearing fifty-one percent of the number of owners and acres of land in the proposed District have not filed written protest against the formation of said District.

5. That all questions of law, fact and equity or either of them have been heard and determined in favor of the organization of said District, and that said District should be organized for the reasons and purposes set out in said Petition.

6. That said District should be designated as the Bois d'Arc - Cowskin Creek Conservancy District No. 1, Kay County, Oklahoma, and that its principal place of business shall be the office of the District Soil Conservation Service, located at 204 South Main Street, Newkirk, Oklahoma, which is a location within the county affected by said District.

7. That the general description of the outline of said District as substantially set out in the petition and the map of the proposed District as published with the notice of this hearing is as follows, to-wit:

W/2 E/2 of Sec. 11. -
E/2 and S/2 SW/4 of Sec. 14, Twp. 23 N, R. 1 E.
Among C. property.

AMONG OTHER PROPERTY

In all of the above "N" means North; "S" means South, "E" means East and "W" means West. "Twp." means Township, "Rge." means Range and "Sec." means Section.

Letters with slash mark followed by number means fractional portion of the description.

8. That as to all other real property, other than as described above, whether named in the petition or the notice of this hearing, should be dismissed and not included within the boundary lines of said District.

9. That the 20th day of April, 1972, at the hour of 10:00 A.M. in the District Court room in Newkirk, Kay County, Oklahoma, shall be held an election for the temporary Board of Directors, and that notice thereof be given as required by law not less than 30 nor more than 60 days before the date of such meeting.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Bois d'Arc-Cowskin Creek Conservancy District No. 1, Kay County, Oklahoma, is organized under the provisions of the Conservancy Act of the State of Oklahoma and shall have all the corporate powers of such a Conservancy District as provided by Statute and for the following specific purposes, to-wit:

- (1) Of preventing floods;
- (2) Of regulating stream channels by changing, widening, and deepening same;
- (3) Of reclaiming or of filling wet and overflowed land;
- (4) Of providing for irrigation where it may be needed;
- (5) Of regulating the flow of streams;
- (6) Of diverting or in whole or in part eliminating watercourse, or part of the flowage thereof;
- (7) To maintain, operate, and repair any construction herein named and to do all things necessary under the provisions of the Conservancy Act of Oklahoma for the fulfillment of the purposes for which the District is created.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the area of said Conservancy District shall be as above described and that

any and all other real property not contained in the above description shall be dismissed in the organization of said District and that the principal place of said business of said District shall be as set out above.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that on the 20th day of April, 1972 at the hour of 10:00 A.M. in the District Courtroom of the Courthouse in Newkirk, Kay County, Oklahoma, shall be held an election for a temporary Board of Directors for said Conservancy District and notice be given thereof all as provided by said Conservancy Act of Oklahoma.

Lowell Doggett
Judge of the District Court

OK:
Ross, Ross & McCarty
By: Jack De McCarty
Attorney for Petitioners

State of Oklahoma, County of Kay, ss

I hereby certify that the within and foregoing is a true and correct copy of the original instrument as the same appears on file and of record in my office in the City of Newkirk in said County and State.

Witness my hand and seal this 22 day of March, 1972.

(SEAL)

Hazel M. Wood, Court Clerk
By: Jessie I. Brown,
Deputy
