

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, Inc.

(File Number: 20251452)

Auction Tracts 6 - 8
(McClain County, Oklahoma)

For December 4, 2025 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Burnett Family Trust



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.: 20251452-1
Issuing Office File No.: 20251452
Property Address: Tracts 6-8, Byars, OK 74831

SCHEDULE A

1. Commitment Date: October 22, 2025 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
 - 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.
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

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SCHEDULE A

(Continued)

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

All of the E/2 NE/4 SE/4 of Section 22 is vested in The Burnett Family Trust dated December 14, 1988, Subtrust A, by a Warranty Deed recorded May 23, 2003 in Book 1657, page 244 and a Memorandum of Trust recorded May 23, 2003 in Book 1657, page 242 and an Affidavit of Successor Trustee recorded April 16, 2023 in Book 2853, page 491;

E/2 NE/4 of Section 22

1/9 interest in E/2 NE/4 of Section 22 is vested in The Burnett Family Trust dated December 14, 1988, Subtrust A, by a Warranty Deed recorded May 23, 2003 in Book 1657, page 244 and a Memorandum of Trust recorded May 23, 2003 in Book 1657, page 242 and an Affidavit of Successor Trustee recorded April 16, 2023 in Book 2853, page 491;

AND

2/3 interest to E/2 NE/4 of Section 22 is vested in Orin Johnston JR for life and rest to Orin A. Johnston III, by a Deed recorded August 13, 2010 in Book 1975, page 297;

AND

2/9 interest to E/2 NE/4 of Section 22 is vested in Orin A. Johnston Jr., by a Final Decree recorded October 14, 2025 in Book 3036, page 775;

W/2 E/2 NW/4 AND W/2 NW/4 of Section 23

1/9 interest in W/2 E/2 NW/4 and W/2 NW/4 of Section 23 is vested in The Burnett Family Trust dated December 14, 1988, Subtrust A, by a Warranty Deed recorded May 23, 2003 in Book 1657, page 244 and a Memorandum of Trust recorded May 23, 2003 in Book 1657, page 242 and an Affidavit of Successor Trustee recorded April 17, 2023 in Book 2853, page 491;

AND

2/3 interest to W/2 E/2 NW/4 and W/2 NW/4 of Section 23 is vested in Orin Johnston JR for life and rest to Orin A. Johnston III, by a Deed recorded August 13, 2010 in Book 1975, page 297;

AND

2/9 interest to W/2 E/2 NW/4 and W/2 NW/4 of Section 23 is vested in Orin A. Johnston Jr., by a Final Decree recorded October 14, 2025 in Book 3036, page 775;

5. The Land is described as follows:

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SCHEDULE A

(Continued)

The East Half of the Northeast Quarter (E/2 NE/4) and the East Half of the Northeast Quarter of the Southeast Quarter (E/2 NE/4 SE/4) in Section Twenty-two (22), Township Five (5) North, Range Two (2) East, of the Indian Meridian, McClain County, Oklahoma.

AND

The West Half of the East Half of the Northwest Quarter (W/2 E/2 NW/4) and the West Half of the Northwest Quarter (W/2 NW/4) in Section Twenty-three (23), Township Five (5) North, Range Two (2) East, of the Indian Meridian, McClain County, Oklahoma.

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.

PREVIEW

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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. Joint Tenancy Deed from Burnett Family Trust 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 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.
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



20251452

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. Pay ad valorem taxes for 2024, plus penalties and interest.
13. The Final Decree at Page 77 (PB-2023-653 OK County) of the abstract was rendered October 7, 2025. Submit for examination a transcript of the probate proceedings.
14. Orin A. Johnston was a joint tenant as to an undivided 2/9 interest in E/2 NE/4 of Section 22 with Vena Johnston by the Warranty Deed at Page 33 (423/225) of the abstract. Submit for examination a valid recorded instrument terminating the Joint Tenancy of Vena Johnston.

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



20251452



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 2025 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.

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



20251452

SCHEDULE B-II

(Continued)

12. Right of Way Easement to Davco Productions, Inc. recorded September 12, 1996 in Book 1429, page 358. (Section 22)
13. Water rights, claims or title to water, whether or not shown by the public records.
14. 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.
15. Petition for Enlargement of the McClain County Rural Water District 8 recorded November 13, 2002 in Book 1632, page 352 and Order recorded December 16, 2002 in Book 1636, page 203. (Section 22)
16. 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.

PREVIEW

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



20251452

BOOK 1429 PAGE 358

6998

RIGHT-OF-WAY-EASEMENT

STATE OF OKLAHOMA } ss
INCLAIN COUNTY }
I, Warren B. Thompson, County Clerk,
do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my office.
Attest my hand and seal of office this 11th day of September, 1996.
Warren B. Thompson, County Clerk
At: Box 81
Lawton, Oklahoma 74849

FOR AND IN CONSIDERATION OF THE SUM OF \$10.00 BY MONEYS PAID TO THE GRANTEE, WARREN B. THOMPSON hereinafter referred to as GRANTOR (whether one or more) does hereby warrant and convey unto DAVED PRODUCTIONS, INC., its successors and assigns, hereinafter referred to as GRANTEE, the right to construct, maintain, inspect, operate, protect, repair, replace, or remove a pipeline, any appurtenances, for the transportation of gas, and all hydrocarbons, or by-products thereof, along a right-of-way hereinafter described on, over, through, upon, under and across lands in the COUNTY OF MCCLAIN, STATE OF OKLAHOMA to-wit:

along the west line (inside permanent fence) of Section 22-5N-2E

(1) THIS EASEMENT IS FOR ONE (1) PIPELINE ONLY.

(2) The aforesaid right-of-way shall be 60 feet wide for construction maintenance or replacement purposes, but after said pipeline has been constructed and during the time that no maintenance or replacement is in progress, the right of way shall revert to 20 feet for permanent use; and all rights of ingress and egress to and from said pipeline shall be exercised along within such route as Grantor may from time to time prescribe or within said right-of-way.

(3) GRANTOR reserves the right to use land in any manner that will not prevent or interfere with the exercise by GRANTEE of its rights hereunder, provided, however, that GRANTOR shall not construct nor permit to be constructed, any house, building or other structure in said right-of-way without prior consent to the Grantee.

(4) GRANTEE hereby agrees to bury any pipeline laid hereunder so that it will not interfere with the ordinary cultivation of said land (to a minimum of 24 inches and to maintain at that depth).

(5) It is agreed that the above consideration includes full payment, settlement and satisfaction for all anticipated damages of whatever nature and character, including actual damages to growing crops, which may occur upon the right-of-way as a result of or incident to, or in connection with the exercise of the rights herein granted.

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

IN WITNESS WHEREOF, THE GRANTOR herein has hereunto set HIS hand and seal this 11th day of September, 1996.

GRANTOR Warren B. Thompson

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11TH DAY OF SEPTEMBER, 1996.

Filed by
McClain
County Clerk
Book 1429
Page 358
Date 9-12-96
Time 8:40

8863

BOOK 1632 PAGE 352

MC

#15

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MCCLAIN COUNTY, OKLAHOMA



In the Matter of a Petition for
Enlargement of the Purposes
And Powers of Rural Water
District No. 8, McClain County,
Oklahoma, and to Extend
The Area Covered by
Rural Water District No. 8,
McClain County, Oklahoma.

STATE OF OKLAHOMA) SS
McCLAIN COUNTY)
Filed for record on this
3 day of May 1973
at 1 o'clock P.M. Registered in
Book 1632 on page 352
Doc. Stamps: 8
Lois Hawkins, County Clerk
By _____ Deputy

L. A. Chisholm
J. D. [unclear]
March 11 1973

PETITION FOR ENLARGEMENT OF THE PURPOSES
AND POWERS OF MCCLAIN COUNTY RURAL WATER
DISTRICT 8

Comes now the Board of Directors of Rural Water District No. 8,
McClain County, Oklahoma, [hereinafter referred to as "Petitioners"]
and respectfully requests that the Board of County Commissioners of
McClain County, enlarge the purposes and powers of Rural Water
District No. 8, McClain County, Oklahoma, to expand the area serviced
by Rural Water District No. 8, McClain County, Oklahoma, to include
the following Sections, located in Township Five [5] North, Range Two
[2] East, McClain County, Oklahoma.

Sections 8, 9, 10, 15, 16, 17, 20, 21, 22, 27, 28, and 29, all in
Township Five [5] North, Range Two [2] East, Indian Base
Meridian, McClain County, Oklahoma.

The Petitioners would show the Board of County Commissioners
that it has been incorporated in McClain County, Oklahoma, since
October 5, 1973, and would further show the Board of County
Commissioners that it has received a request from Mr. Bruce Lindsay
for service in Section Twenty Two [22], Township Five [5] North, Range

Filed by
McClain
County Clerk
Book 1632
Page 352
Date 11-1302
Time 6.00

Two [2] East, and that to make it economically feasible, the Board should approve a request for each of the Sections listed above to be included in its service area.

The Petitioners would further show the Board of County Commissioners that the proposed district is embracing only those lands within the proposed boundaries described above which can reasonably and economically be served in the foreseeable future.

A certified copy of the Resolution of the Board of Directors of Rural Water District No. 8, McClain County, Oklahoma, is attached hereto pursuant to the provisions of Title 82, Oklahoma Statutes, Section 1324.26.

Wherefore, Petitioners pray that the Board of County Commissioners of McClain County, Oklahoma, fix a time and place as required by law, and that the County Clerk give notice of the time and place of such hearing to Petitioners, in writing by certified mail at least ten [10] days prior to the hearing, and that the County Clerk cause Notice of the hearing to be given by legal publication for two [2] consecutive weeks in a newspaper published in such county embraced by the boundaries above described, and that the Board of County Commissioners of McClain County, Oklahoma, after hearing, make appropriate findings as required by law, and declare that the lands described above be included in the are to be served by Petitioners, under the name of Rural Water District No. 8, McClain County, Oklahoma, and thereafter enter upon the records of the County Commissioners, full minutes of such hearing, together with its Declaration and Order enlarging the purposes and power of Rural Water District No. 8, McClain County, Oklahoma, for the purposes and

with all of the powers set forth in 82 Oklahoma Statutes, Section 1324.1, known as the "Rural Water, Sewer, Gas and Solid Waste Management Districts Act." of the State of Oklahoma.

Dated this 12th day of November, 2002.

RURAL WATER DISTRICT NO. 8
MCCLAIN COUNTY, OKLAHOMA

By: Wayne Keebler
Chairman of the Board of Directors

L. Dee Oliphant
L. Dee Oliphant OBA 6767
Attorney for Plaintiff
P.O. Box 996
Purcell, Oklahoma 73080
(405) 527-5004
FAX 405) 527-6300
E-Mail ldooliphant@email.msn.com


RESOLUTION OF THE BOARD OF DIRECTORS
OF
RURAL WATER DISTRICT No. 8, MCCLAIN COUNTY,
OKLAHOMA

On this 12th day of November, 2002, at a regularly scheduled meeting, the Board of Directors of Rural Water District No. 8, McClain County, Oklahoma, after a full discussion, unanimously passed the following resolution:

RESOLVED, that pursuant to the provisions of Title 82, Oklahoma Statutes, Section 1324.26, the Board hereby requests that the Board of County Commissioners of McClain County, Oklahoma, enlarge the purposes and powers of Rural Water District no. 8, McClain County, Oklahoma, to include the following areas of McClain County, Oklahoma, to wit:

Sections 8, 9, 10, 15, 16, 17, 20, 21, 22, 27, 28, and 29, all in Township Five [5] North, Range Two [2] East, Indian Base Meridian, McClain County, Oklahoma.


Chairman


Secretary

9836

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MCCLAIN COUNTY, OKLAHOMA

In the Matter of a Petition for
Enlargement of the Purposes
And Powers of Rural Water
District No. 8, McClain County,
Oklahoma, and to Extend
The Area Covered by
Rural Water District No. 8,
McClain County, Oklahoma.



STATE OF OKLAHOMA | SS
McCLAIN COUNTY
Filed for record on this
16 day of Dec 2002
at a clock 2:01. Registered at
Book 1636 on page 203
Doc. Number: 9
L. J. Hawkins, County Clerk
by _____ Deputy
Return To

L. J. Hawkins
S.C. 994
S. J. 73080

ORDER ENLARGING THE PURPOSES AND POWERS OF
Rural Water District No. 8, McClain County, Oklahoma

#15

On this 16th day of December, 2002, the Petition for Enlargement of the purposes and powers of Rural Water District No. 8, McClain County, Oklahoma, came on for hearing after Notice had been published in the Purcell Register as evidenced by the Publishers Affidavit attached to the minutes of the meeting of the Board of County Commissioners of McClain County, Oklahoma.

On Motion duly made and seconded, the Amended Petition is granted. It is therefore Ordered that Rural Water District No. 8, McClain County, Oklahoma, be authorized to furnish water to the following additional Sections in McClain County, Oklahoma, in addition to those contained in the original establishment of said district:

Sections 8, 9, 10, 15, 16, 17, 20, 21, 22, 27, 28, and 29, all in Township Five [5] North, Range Two [2] East, Indian Base Meridian, McClain County, Oklahoma.

Dated this 16th day of December, 2002.

Filed by
McClain
County Clerk
Book 1636
Page 203
Date 12-16-02
Time 8:20

L. J. Hawkins
Chairman

L. J. Hawkins
Secretary

