



First American Title™

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: Community Escrow & Title Co.	Issuing Office: 623 South Lewis, Stillwater, OK 74074
Issuing Office's ALTA® Registry ID: 1077777	Loan ID No.:
Commitment No.: SW210320107	Issuing Office File No.: SW210320107
Property Address: 411 and 415 E. 14th Ave., Stillwater, OK 74074	
Revision No.:	

### SCHEDULE A

1. Commitment Date: April 7, 2021 at 07:45 AM

2. Policy to be issued:

(a)  ALTA Owners Policy (06/17/06)

Proposed Insured: To Be Determined  
Proposed Policy Amount: TBD

(b)  ALTA Loan Policy (06/17/06)

Proposed Insured: TO BE DETERMINED, its successors and/or assigns as their respective interests may appear.

Proposed Policy Amount: TBD

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

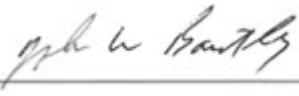
4. The Title, at the Commitment Date, vested in:

James L Irwin and Jacquelyn Irwin, Co-Trustees of the James L Irwin Revocable Trust dated April 29, 2014

5. The Land is described as follows:

SEE SCHEDULE A (CONTINUED) ATTACHED HERETO

Community Escrow & Title Co.

By: 


Community Escrow & Title Co. Lic #10011514,  
BY: JOHN W. BARTLEY, TL #115832, OBA#6124

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; 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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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	

Commitment No.: SW210320107

**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 James L Irwin and Jacquelyn Irwin, Co-Trustees of the James L Irwin Revocable Trust dated April 29, 2014 to To Be Determined.
  - b. Mortgage from To Be Determined to TO BE DETERMINED, securing the principal amount of \$0.00.
5. NOTE: The State of Oklahoma requires the payment of a documentary stamp tax as a condition precedent to the recordation of any deed as provided by 68 Okla. Stat. 3201, subject to the exemptions provided for by 68 Okla. Stat. 3202.
6. NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage as provided by 68 O.S. Stat. 1901
7. Return properly executed Seller/Owner 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.
8. Pay the agreed amount for the estate or interest to be insured.
9. Furnish an accurate Survey of the premises which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exceptions will remain on policy.
10. Final policy cannot be issued, unless abstract certificate date, which is at April 7, 2021, is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before close of business 180 Calendar Days after the above date.

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**SCHEDULE BI & BII**  
(Continued)

11. With respect to the trust referred to in the vesting, furnish:
  - (a) Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  - (b) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
12. **\*\*24 Month Chain of Title\*\*** The current record owners, as shown on Schedule A herein, have been in continuous and uninterrupted title since May 5, 2014, by way of a Quit Claim Deed recorded in Book 2177, page 548.
13. There are various ongoing closures and inaccessibility of certain records in counties and municipalities across the country due to the COVID-19 Emergency. If unable to record documents in the Public Records due to closure or inaccessibility, execution of an Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency is required by the parties to the contemplated transaction. Contact the Company prior to closing as additional requirements and/or exceptions may be added based on the facts and circumstances of the transaction.

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Easements or claims of easements not recorded in the Public Record.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. The Standard Exceptions (2, 3, 4 and 5 above) may be eliminated in the Policy upon meeting the requirements of the Company.

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**SCHEDULE BI & BII**  
(Continued)


7. Ad valorem taxes for Year 2021 amount of which is not ascertainable, due or payable.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
9. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or
10. Water rights, claims or title to water, whether or not shown by the public records.
11. Plat & Dedication of LOWRY'S SECOND ADDITION, recorded in Book 1 C.P.B., Page 13.
12. Decree of Incorporation of the Conservancy District No. 16, of Payne and Noble Counties, recorded on July 29, 1958, in Book 134 Misc., Page 379. Amendment recorded in Book 152 Misc., Page 483.

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	ALTA Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A (Continued)</b>	

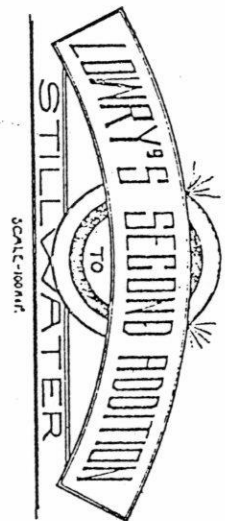
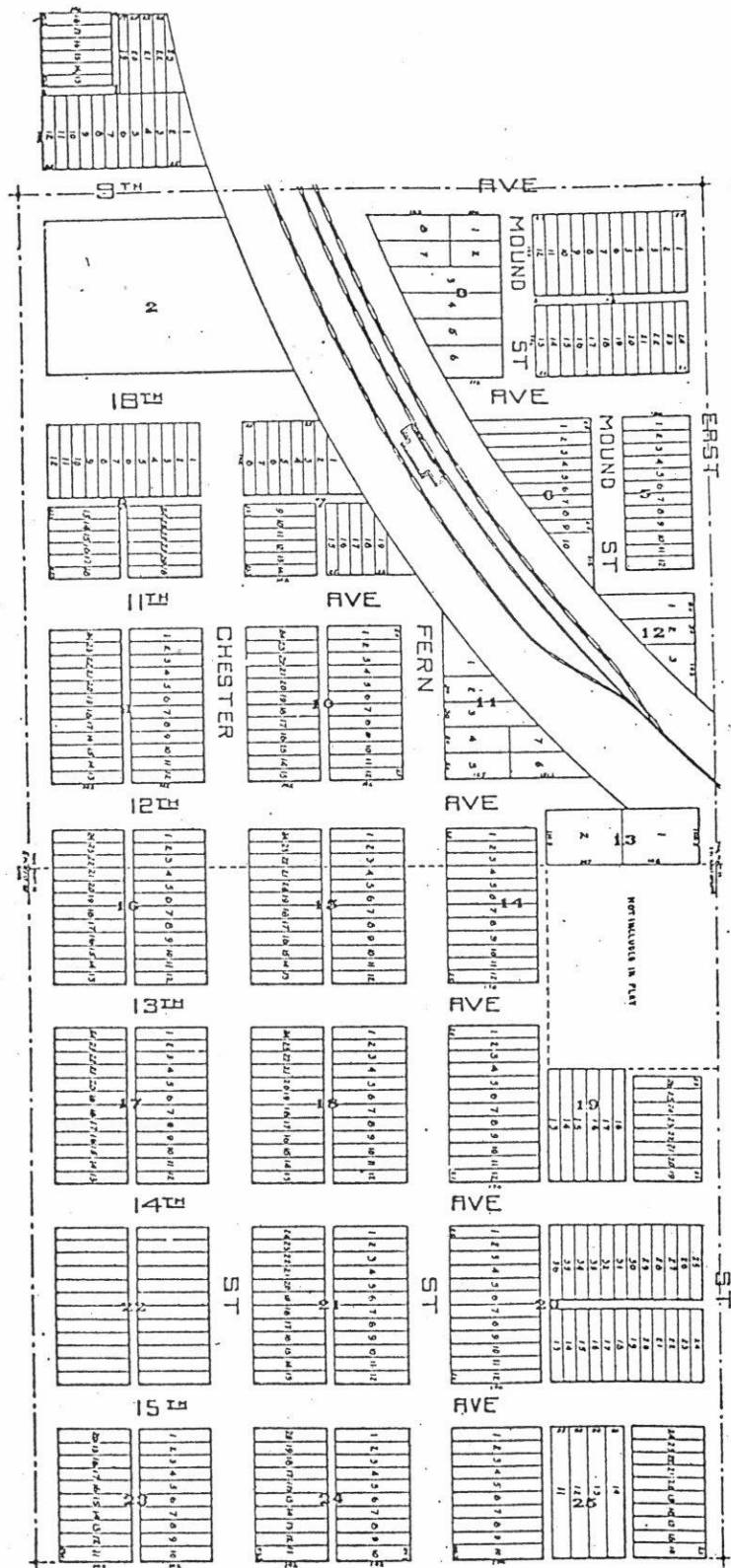
File No.: SW210320107

**LEGAL DESCRIPTION**

The Land referred to in this policy is described as follows:

Lots One (1), Two (2), Three (3) and Four (4), in Block Twenty-one (21), LOWRY'S SECOND ADDITION to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded.

The East 40-feet of Lots Twenty-One (21), Twenty-Two (22), Twenty-Three (23) and Twenty-Four (24), in Block Twenty-one (21), LOWRY'S SECOND ADDITION to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded.



Robt. A. Lowry and Anna A.  
Lowry, husband and wife...

PLAT AND DEDICATION.

To

FILED FOR RECORD:  
March 8, 1900, 9:00 A.M.,

RECORDED IN:  
1 P.B., page 13.

The Public.....  
Dec. 1899.

Surveyed for R.E. Lowry, North East Qr., of South  
East Qr., and South East Qr., of North East Qr., Sec. 23, Tp.  
19 North, Rge., 2 In.Mer., as shown on this plat, which is a  
true and correct indication of the survey as made by me.

Thos. P. German, Surveyor.

State of Oklahoma, County of Payne, SS:

We, Flint & Hughes, Engineers, hereby certify that  
the above plat is a true, correct and complete copy of the  
original now on file.

Dated this 31st day of October, 1913.

Flint & Hughes,  
By J.W.Flint.

Subscribed and sworn to before me this 31st day  
of October, 1913.

(No Seal)

E.M.Hamlin, County Clerk.

DEDICATION.

KNOW ALL MEN BY THESE PRESENTS:

That We, Robert A. Lowry, and Anna A. Lowry, husband and wife, of the County of Payne and Territory of Oklahoma, having caused a survey and plat to be made of a part of the East half ( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) and a part of the Northeast Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Numbered ~~Twenty~~ Three (23) in Township Numbered Nineteen (19) North, of Range Two (2) East of the Indian Meridian, Payne County, Oklahoma Territory, which plat is hereto attached and made a part hereof do hereby convey to the public all the streets and alleys as platted and shown on said plat and do hereby execute, acknowledge and file the same as an addition to the City of Stillwater, Payne County, Oklahoma Territory to be known as Lowry's Second Addition to the Town of Stillwater.

Witness our hands, this 7<sup>th</sup> day of March, 1900

SIGNED:

Robt. A. Lowry  
Anna A. Lowry

ACKNOWLEDGED:

March 7, 1900  
By Robert A. Lowry and Anna A. Lowry,  
husband and wife,  
Before J.R. Clark, Notary Public,  
Payne County, Territory of Oklahoma.  
SEAL ..... REGULAR.  
My commission expires Mar. 23, 1903.



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

DECREE OF INCORPORATION

TO

DATED: June 30, 1958

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

FILED: July 29, 1958  
at 8:35 A.M.

RECORDED: Book 134 Misc.  
at Page 379

IN THE DISTRICT COURT OF PAYNE COUNTY, OKLAHOMA

IN RE: CONSERVANCY DISTRICT NO. 16,	)	No. 18,279
	)	
IN PAYNE AND NOBLE COUNTIES, OKLAHOMA	)	FILED: June 30, 1958

DECREE OF INCORPORATION

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

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

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

DECREE OF INCORPORATION (cont'd)  
Book 134 Misc. at Page 379

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

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

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

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

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

PAYNE COUNTY, OKLAHOMA

DECREE OF INCORPORATION (cont'd)  
Book 134 Misc. at Page 379

Township 19 North, Range 1 West N/2 of Section 3; W/2 and the SE/4 of Section 4; Section 5; NE/4 of Section 6; E/2 of Section 8; Section 9; S/2 Section 10; Section 11; N/2 of Section 15;

Township 19 North, Range 1 East W/2 of Section 1; N/2 and the SE/4 of Section 2; SE/4 of Section 10; N/2 and the SW/4 of Section 11; Section 12; Section 13; N/2 and the SW/4 of Section 14; Section 23; NW/4 of Section 24;

Township 20 North, Range 2 East Lots 1, 2, 3, 4, 5 and 6, Section 32, Section 26; Section 35;

Township 19 North, Range 2 East E/2 of Section 5; Section 7; SE/4 of Section 8; Section 9; NE/4 of Section 11; Section 13; Section 14; Section 16; Section 17; Section 18; NE/4 of Section 19; Section 20; Section 21; Section 22; Section 23; Section 24; Section 25; Section 26; Section 27; N/2 NE/4 of Section 28; Section 29;

Township 20 North, Range 3 East Lots 4, 5, 6, 7, 8, 9 and 10, Section 31;

Township 19 North, Range 3 East Section 2; E/2 NE/4 and the SE/4 of Section 5; Section 6; Section 7; E/2 of Section 8; E/2 of Section 11; SW/4 of Section 13; E/2 of Section 14; Section 17; the E/2 of Section 18; Section 20; W/2 of Section 24; W/2 of Section 25; W/2 SE/4 of Section 29; Section 30; SE/4 of Section 31; Section 32; Section 33; Section 34; Section 36;

Township 18 North, Range 3 East Section 1; Section 2; Section 3; N/2 of Section 4; SE/4 of Section 10; Section 11; W/2 of Section 12; E/2 and the NW/4 of Section 13; NE/4 of Section 14;

Township 18 North, Range 4 East Section 18; N/2 of Section 19.

DECREE OF INCORPORATION (cont'd)  
Book 134 Misc. at Page 379

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

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

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

APPROVED AS TO FORM:

SWANK & SWANK

By: CHILTON SWANK, Attorneys for Petitioners.

(Certificate of True Copy omitted)

AMENDED DECREE OF INCORPORATION

DISTRICT COURT OF PAYNE COUNTY,  
STATE OF OKLAHOMA

TO

CONSERVANCY DISTRICT NO. 16 IN  
PAYNE AND NOBLE COUNTIES, OKLA.

Dated: December 21, 1962

Filed: March 21, 1963

3:30 P. M.

In the office of the County Clerk,  
Payne County, Oklahoma.

Recorded in Book 152 Misc. Page 483

Consideration:

-----  
IN THE DISTRICT COURT OF PAYNE COUNTY,  
STATE OF OKLAHOMA

IN RE: CONSERVANCY DISTRICT NO. 16 )  
IN PAYNE AND NOBLE COUNTIES, OKLAHOMA. )

No. 18,279

Filed: December 21, 1962

AMENDED DECREE OF INCORPORATION

THIS MATTER coming on to be heard this 21st day of December, 1962, pursuant to assignment before the Honorable R. L. HERT, Judge of the District Court of Payne County, Oklahoma, upon the Application by Conservancy District No. 16 in Payne and Noble Counties Oklahoma, for an Order Nunc Pro Tunc amending the Decree of Incorporation heretofore entered in this Court on the 30th day of June, 1958, and filed of record in the office of the Court Clerk of Payne County, Oklahoma, on June 30, 1958, and also filed in the office of the County Clerk of Payne and Noble Counties, Oklahoma, and with the Secretary of the State of Oklahoma.

UPON consideration of said Application for an Order Nunc Pro Tunc correcting the said Decree of Incorporation, it is hereby ORDERED that said Decree heretofore entered be, and the same is hereby in all things approved.

THE COURT FURTHER FINDS that in addition to the property descriptions included in the original Decree of Incorporation, that the following property descriptions should be added to Conservancy District No. 16 in Payne and Noble Counties, Oklahoma, as follows, to-wit:

PAYNE COUNTY, OKLAHOMA

Township 19 North, Range 2 East - Section 2; Section 3; Section 4; the Northeast Quarter of Section 8; Section 10; the South half and the Northwest Quarter of Section 11; Section 12; Section 15; the South half of the Northeast Quarter of Section 28; Section 30;

(AMONG OTHER LANDS NOT BEING ABSTRACTED)

THE COURT FURTHER FINDS that the above-described property is in addition to the property described in the original Decree of Incorporation and should be included in the Decree of Incorporation of Conservancy District No. 16 in Payne and Noble Counties, Oklahoma.

IT IS THEREFORE ORDERED that the above-described property be, and the same is hereby included in the Decree of Incorporation of Conservancy District No. 16 in Payne and Noble Counties, Oklahoma.

IT IS FURTHER SHOWN TO THE COURT that the office of the Conservancy District and principal place of business formerly located at 201 West Ninth Street, in Stillwater, Oklahoma, is now located in the Stillwater National Bank Building in Room No. 303, and that the official records and files of said District shall be kept in said office.

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

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

APPROVED AS TO FORM:

SWANK & SWANK

BY: CHILTON SWANK

Chilton Swank

Attorney for Conservancy

District No. 16.

STATE OF OKLAHOMA, COUNTY OF PAYNE, SS.

I, the undersigned COURT CLERK, hereby certify that the foregoing is a true copy of the original instrument now on file in this office.

Witness my hand and seal this 21st day of December, 1962.

(SEAL)

ROSE I. JARVIS, COURT CLERK, PAYNE COUNTY, OKLA.  
BY: OLIVEGEL PARROTT, Deputy