

Cover page for:

**Preliminary Title Insurance Schedules
(with copies of recorded exceptions)**

Preliminary title insurance schedules prepared by:

American Abstract Company of McClain County, Inc.

(File Number: 20211830)

**Auction Tracts 1-5 and 8-10
(McClain County, Oklahoma)**

For October 13, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Wordprotemps, Inc. and MCCO, LLC



COMMITMENT FOR TITLE INSURANCE

Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

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.: 20211830-1
Issuing Office File No.: 20211830
Property Address: Raw Land

SCHEDULE A

1. Commitment Date: September 1, 2021 at 07:30 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
Proposed Policy Amount: \$0.00
 - b. ALTA Loan Policy (06/17/06)
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 Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Tracts 1-5:
Wordprotemp, Inc., By virtue of a Warranty Deed dated November 8, 2005 and filed of record November 9, 2005 in Book 1770 at Page 648;

Tract 8:
Wordprotemp, Inc., by virtue of a Warranty Deed recorded April 11, 2003 in Book 1650 at Page 998;

Tract 9:
MCCO, LLC, by virtue of a Quit Claim Deeds recorded April 21, 2010 in Book 1961 at Page 643, 644, 645, 646, 647, 648 649, 650, 651, 652 and Quit Claim Deeds recorded April 27, 2010 in Book 1962 at Page 419 and July 19, 2010 in Book 1972 at Page 173 and 174 and a Journal Entry recorded November 10, 2010 in book 1985 at Page 762;

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SCHEDULE A
(Continued)

Tract 10:
MCCO, LLC, by virtue of a Quit Claim Deed recorded August 8, 2014 in Book 2184 at page 469.

5. The Land is described as follows:

Tracts 1-5

The Northeast Quarter of the Southeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$); and the South Half of the Southeast Quarter of the Northeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$); and the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$); and the Northeast Quarter of the Northwest Quarter of the Southeast Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$); and the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$); and the Northeast Quarter of the Southeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$); all in Section Sixteen (16), Township Five (5) North, Range Two (2) West, McClain County, Oklahoma, according to the official Government Survey thereof.

Tracts 8

Lots Fifteen (15) and Sixteen (16) of the Dumas Replat of the Original Block Forty (40), City of Purcell, McClain County, Oklahoma, according to the recorded plat thereof.

Tract 9

Lots One (1), Two (2) and the North Nine and 12/100 (9.12) acres of Lot Three (3) and the East Half of the West Half of the Northeast Quarter (E $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$), including Six and 91/100 (6.91) acres subject to the right of way of the Gulf, Colorado and Santa Fe Railway, ALL lying East of the Gulf, Colorado and Santa Fe Railway, all being in Section Thirty-six (36), Township Seven (7) North, Range Two (2) West, McClain County, Oklahoma, according to the U. S. Government survey thereof, together with all accretions and riparian rights thereto.

Tract 10

Lot Four (4) in Section Thirty-six (36), Township Seven (7) North, Range Two (2) West, McClain County, Oklahoma, according to the U.S. Government Survey thereof, together with all accretions and riparian rights thereto, subject to the right of way of the Gulf, Colorado and Santa Fe Railway.

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SCHEDULE A
(Continued)

Fidelity National Title Insurance Company

Gayle Helton



By:

[Signature]

ATTEST

President

[Signature]

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

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SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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 and 16, 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.

6. 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.
7. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in 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.
9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to Wordprotemps, Inc. 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 with contractual obligations under a Real Estate agreement in McClain County, and satisfy any judgments or liens which might affect the subject property and have

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releases thereof filed of record.

12. With respect to Wordprotemps, Inc. a corporation, furnish:
 - (a) Copies of Articles of Incorporation issued by the Secretary of State of the corporation's state of domicile.
 - (b) Resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - (c) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

13. With respect to MCCO, LLC (the Company), furnish a satisfactory affidavit, executed by a Manager which establishes the identity of certain properly appointed Manager(s) or Member(s)/Manager(s) who is/are authorized to execute all instruments necessary to consummate the proposed insured transaction and which establishes that all required consents and authorizations to said transaction have been given or properly waived by all requisite parties, TOGETHER WITH true and correct copies of the Articles of Organization, and all amendments thereto, with evidence of filing in the appropriate governmental office of the state in which the Company was formed.

14. *(Tracts 1-5)*
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):

Amended Right of Way Easement recorded September 16, 2008 in Book 1898 at Page 723.

15. (Tract 9) 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):

*Journal Entry of Judgment recorded September 16, 1993 in Book 1357 at Page 356;
Warranty Deed recorded September 24, 1993 in Book 1357 at Page 921;
Warranty Deed recorded September 24, 1993 in Book 1357 at Page 923;
Warranty Deed recorded September 24, 1993 in Book 1357 at Page 925;
Quit Claim Deed recorded February 5, 2015 in Book 2217 at Page 362.*

16. (Tract 10) 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):

Quit Claim Deed recorded February 5, 2015 in Book 2217 at Page 362.

17. The subject lands were allotted to Maude Lavers a 3/4 Blood Chickasaw Roll NO. 4167 as part of her surplus by the Allotment Patent filed in the Office of the County Clerk of McClain County, Oklahoma recorded September 7, 1918 in Book AP2 at Page 495. Submit for examination a valid Order from a Court of competent jurisdiction, with Notice to the appropriate Officer of the United States of America, determining the heirs of the Allottee. (Tract 10)

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COMMITMENT FOR TITLE INSURANCE

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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 records.
4. Any encroachment, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
5. Any statutory lien, or right to lien, for services, labor, or material arising from construction of an improvement or work related to the Land and not recorded in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Ad Valorem Taxes for the year 2021, amount of which is not ascertainable, due or payable.
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the public records.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. A communication cable easement, together with all rights incidental thereto, in favor of GTE Southwest Incorporated filed of record March 21, 1991 in Book 1301 at Page 260. (Tracts 1-5)

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11. Easement in favor of Oklahoma Gas and Electric Company recorded January 23, 2014 in Book 2148 at Page 910. (Tracts 1-5)
12. All items affecting subject Lot as shown on the recorded plat recorded in Book 278 at Page 356 are made a part hereof. (Tract 8)
13. Pipeline easement in favor of The Texas Pipe Line Company recorded October 1, 1947 in Book 173 at Page 262. (Tract 9)
14. Ordinance No. 10-05 recorded February 4, 2015 in Book 2216 at Page 838. (Tract 9)
15. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the Land. (Tract 9 & 10)
16. Changes, alterations and modifications of the titles to any part or parts of subject property described under Schedule A hereof, in the past, present or future, which may be affected in any manner by any change or changes in the course of the South Canadian River, by any accretion or erosion, or evulsion, or alluvium or combination thereof, touching or concerning any part of said land and including any rights of others pertaining to said water ways. (Tracts 9 & 10)
17. Access easement to Richard Donald Taylor recorded August 24, 2021 in Book 2725 at Page 871. (Tract 10)
18. Statutory easement for roadway along Section line. (Tracts 1-5; 9 & 10)

NOTE: Due to the U.S. Supreme Court decision in the case *McGirt v. Oklahoma*, 140 S.Ct. 2452 (2020) the Land described herein is or may be located within the boundaries of a Native American reservation. The governmental powers, rights and regulations referenced in paragraphs 1 and 2 of the Exclusions from Coverage of this policy include any powers, rights and regulations of such Native American tribe.

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NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

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- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions[; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
- 4. COMPANY'S RIGHT TO AMEND**
- The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
- 5. LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Exceptions

10

MC 49080
ED-165-A (REV. 1-88)

THE STATE OF OKLAHOMA

BOOK 1301 PAGE 260

EXCHANGE

COUNTY OF MCCLAIN

KNOW ALL MEN BY THESE PRESENTS:

ORDER NO. 4651-7E0001

2015

That FLORETA TOMLIN AND JOHN TOMLIN

GRANTORS,

of the County of OKLAHOMA and State aforesaid, for and in consideration of the sum of

ONE AND NO/100 Dollars (\$ 10.00) GRANTOR In hand paid by GTE Southwest Incorporated, a Delaware corporation, the receipt of which is hereby acknowledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto GTE Southwest Incorporated, its successors and assigns, an easement 16.5 FEET in width, to construct, place, operate, inspect, maintain, repair, replace and remove such buried communication cable as Grantee may from time to time require, consisting of buried cable, markers and necessary fixtures and appurtenances, over, across, under and upon the following described property to wit:

SAID EASEMENT 16.5 FEET IN WIDTH, THE EAST EDGE OF WHICH SHALL BE PARALLEL TO AND ADJOIN THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 74 IN THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (E/2 SE/2 NE/2) AND THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (E/2 NE/2 SE/2) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/2 SE/2 SE/2) OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 2 WEST FOR A DISTANCE OF 3300 FEET, MORE OR LESS.

STATE OF OKLAHOMA
McCLAIN COUNTY
Filed for record on this
21 day of March, A.D. 1991
at 1:30 o'clock P.M. Recorded in
Book 1301, Page 260
Phyllis Barnett, County Clerk
By [Signature]
Return to Reed Simms

Situated in MCCLAIN County, State of OKLAHOMA, and the Grantor(s) recognizes the general course of said line, as above described, is based upon preliminary survey only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said line where constructed.

Grantor covenants for himself, his successors and assigns, not to place or maintain any building or structure on said easement.

Grantor grants to the Grantee the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its buried communication cable and associated appurtenances over, under, across and upon the above described property, and the right to place markers and other devices to support or mark said construction where necessary.

The Grantor also agrees to include the right to relocate said buried communication cable on said premises to conform to any future highway relocation, widening or improvement.

The Grantor acknowledges that the consideration recited above includes compensation for any and all damages to the surface or grass or crops located thereon resulting from original construction by Grantee. Should Grantee or its agents or employees, subsequent to original installation of communication facilities within the easement described above, have occasion to enter upon the premises to perform maintenance upon such facilities, Grantee agrees to pay Grantor the actual cash value of that portion of crops destroyed in the course of performance of such maintenance; and Grantor agrees to receive such amount in full discharge of any claim for damages which might have been advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) legal representatives, to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of DECEMBER, 19 90

BILL SIMMS c/o GTSW
2300 So. 1st Pl.
Broken Arrow, OK 74012

4651 - A 17

[Signature] Floreta Tomlin

FLORETA TOMLIN

[Signature] John Tomlin
JOHN TOMLIN

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

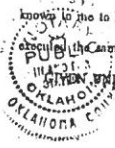
THE STATE OF Oklahoma
County of Oklahoma

BOOK 1301 PAGE 261

BEFORE ME, the undersigned authority, on this day personally appeared John Tomlin

known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument, and acknowledged to me that
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of December, A. D. 1990



12-6-94 Notary Public Butty J. Lykum County, OKLA

THE STATE OF 2015
County

EASEMENT AND
RIGHT OF WAY

FROM
10.00

TO
16-SN200

GTE Southwest Incorporated

STATE OF _____
County

County Clerk _____
By _____ Deputy

Given under my hand and seal of office this _____ day of _____, 19____

County of _____

County Clerk _____
By _____ Deputy

County Clerk in and for said County, hereby certify that the within Conveyance was filed in my office for record on the _____ day of _____, 19____ at _____ o'clock _____ M., and duly recorded by me in Book _____ of the Deed Records of said County, at page _____

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF Oklahoma
County of Oklahoma

BEFORE ME, the undersigned authority, on this day personally appeared Florcka Tomlin

known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument, and acknowledged to me that
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of December, A. D. 1990



12-6-94 Notary Public Butty J. Lykum County, OKLA

CORPORATION ACKNOWLEDGMENT

THE STATE OF _____
County of _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____

_____ a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A. D. 19____

(SEAL)

Notary Public in and for County, _____

#11

8

✓ SS Deputy
Return to:

OG&E
Attn: Tim Bailey



AFTER RECORDING RETURN TO:
OGE ELECTRIC SERVICES
RIGHT-OF-WAY AGENT, -M/C WNM-12
PO BOX 321
OKLAHOMA CITY OK 73101-0321

1-2014-001051 Book 2148 Pg: 910
01/23/2014 2:53 pm Page(s) 910-910
Fee: \$ 13.00 Doc: \$ 0.00
Pam Beller - McClain County Clerk
State of Oklahoma

Work Order #7350601

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT WORDPROTEMPS, INC., Grantor, in consideration of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to erect, operate, and maintain, wires, and other necessary fixtures for the transmission and distribution of electric current and communication messages, upon, under, over and across the property hereinafter described, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation, with full power and authority to enter upon the premises for said purposes.

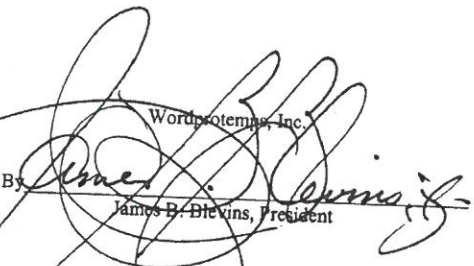
The real property covered by this easement is situated in McClain County, State of Oklahoma, and described as follows:
THE SOUTH 10 FEET OF THE NE/4 SE/4 OF SECTION 16, T5N, R2W, I.M., being part of a larger tract of land described in a deed recorded in Book 1770, Page 648 at the County Clerk.

Grantor agrees that no building or other structure shall be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained.

Grantor hereby consents to permit Grantee to trim trees and foliage on Grantor's property immediately adjacent to the easement granted herein to insure the health of the trees involved, and Grantee shall have the right to enter upon Grantor's property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.


Signed and delivered this 23rd day of January, 2014.

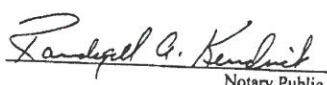
By 
James B. Blevins, President
Wordprotemp, Inc.

CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF MCCLAIN, SS:
Before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of January, 2014, personally appeared James B. Blevins, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My Commission Expires
Commission #

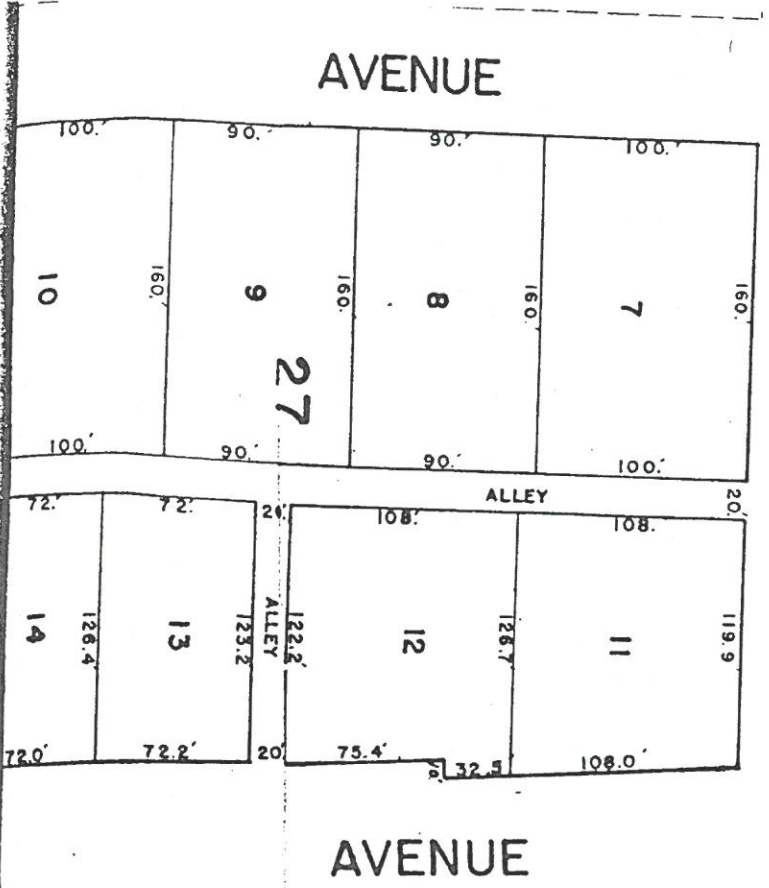
 RANDALL A. KENDRICK
Notary Public
State of Oklahoma
Commission # 9700692 Expires 01/19/15


Notary Public

#12

DUMAS REPLAT
OF ORIGINAL BLOCKS 27 and 40
PURCELL, OKLAHOMA

POLK ST.



OWNER'S CERTIFICATE AND DEDICATION

We, Clarence Dumas and Allie Dumas, owners of Block 27 and Block 40 of the original townsite of Purcell, Oklahoma, less property adjacent to the public highway along Fifth Avenue granted to the State of Oklahoma for right-of-way in dedication deeds of record, do hereby swear or affirm that we are the owners of and the only persons who have any title, right or interest in the property described above set as shown on the annexed plat; that said plat is a correct plat of a survey of said property made with our consent for the purpose of replating said property; that we hereby guarantee to public use all alleys shown on the annexed plat; that we hereby guarantee to public use all lands so dedicated from our selves; our heirs or assigns, forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate.

Witness our hands and seals this 6th day of October, 1960

STATE OF OKLAHOMA)
COUNTY OF McClain) SS:

Clarence Dumas
Allie Dumas

Before me the undersigned a Notary Public in and for the State of Oklahoma, on this 6th day of October, 1960, personally appeared Clarence Dumas and Allie Dumas, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

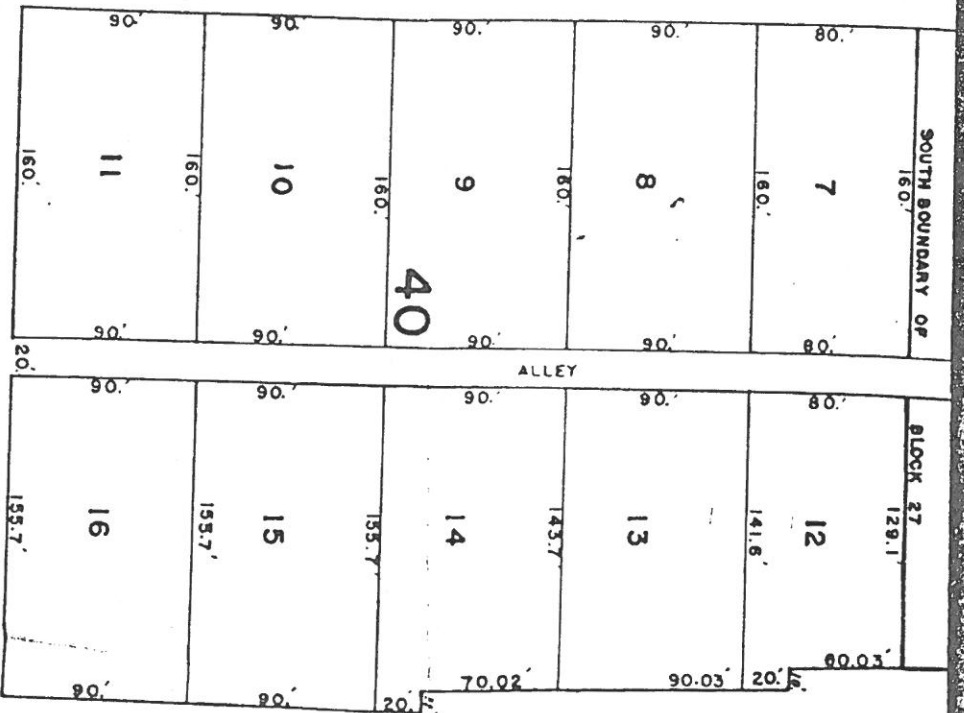
My commission expires September 27, 1961
Wm. B. Smith Notary Public

ENGINEER'S CERTIFICATE

I, O. Berry Mariale, a licensed Professional Engineer, hereby certify that the annexed plat of the DUMAS REPLAT OF ORIGINAL BLOCKS 27 and 40, PURCELL, OKLAHOMA, correctly represents an accurate survey thereof made and shown in accordance with the laws of Oklahoma and that the monuments shown thereon actually exist and their respective positions are correctly shown.

O. Berry Mariale
Professional Engineer

SIXTH



VAN BUREN

ST.

Scale: 1"=90'

STATE OF OKLAHOMA)
COUNTY OF MCCLAIN) SS:

Professional Engineer

Before me the undersigned, a Notary Public in and for the State of Oklahoma, on this 14th day of October, 1960, personally appeared Harry Marlowe to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the within and foregoing therein set forth.
Given under my hand and seal the day and year last written above.

My commission expires April 27, 1963
Thomas K. Smith
Notary Public

CITY PLANNING COMMISSION APPROVAL

I, H. J. Polston, Chairman of the City Planning Commission of the City of Purcell, Oklahoma, hereby certify that the said Commission duly approved the annexed plat of the DUMAS REPLAT OF ORIGINAL BLOCKS 27 and 40 on the 17th day of Oct, 1960.

H. J. Polston
Chairman

ACCEPTANCE OF THE DEDICATION BY THE CITY OF PURCELL

Be it resolved by the City of Purcell, Oklahoma, that the Dedication shown on the annexed plat of the DUMAS REPLAT OF ORIGINAL BLOCKS 27 and 40 is hereby accepted. Approved by the Mayor of the City of Purcell, this 17 day of Oct, 1960.

ATTEST: Paul P. Conger
City Treasurer
A. J. Collier
Mayor

COUNTY TREASURER'S CERTIFICATE

I, Joe Dickinson, the duly elected, qualified and acting County Treasurer of McClain County, Oklahoma, do hereby certify that all taxes for the year 1960 and all previous years levied and assessed against the property described in the foregoing Owner's Certificate and Dedication have been paid in full.
Witness my hand and seal this 24th day of Oct, 1960.

Joe Dickinson
County Treasurer



Now, therefore, in consideration of the mutual covenants and agreements and the sum of \$1.00 cash in hand paid by the parties of the second part to the party of the first part, receipt whereof is hereby acknowledged, it is stipulated and agreed by and between the parties hereto that the interest owned by the first party prior to the death of Nancy White Carmichael and the interest owned by all the parties since the death of the said Nancy White Carmichael shall be consolidated and that the first party Callie Horton and the second parties, W.M. Thomas, Jeff Thomas, Charley Thomas, May Gebehart, Alphe Lawson, Alma Lawson, and Dona Bayles shall each own an undivided 1/9 interest in such consolidated interest, their interest thereby being equal and that the second parties, Rachael Bean, nee Dare, Harrison Dare, Cone Dare, Dalbert Dare, Woodrow Dare, and Myrtle Adams, nee Dare, as the heirs of their deceased mother, shall together own an undivided 1/9 interest in such consolidated interest so that the interest of all the parties hereto shall all be equal and in proportion to their ownership in such property prior to the conveyance by part of them to the said Nancy White Carmichael and prior to such partition proceedings and the said first party conveys to the said second party such interest in such property as stands in her name as may be necessary for the purpose of effecting this agreement.

To have and to hold such interest to the parties hereto, their heirs, executors, administrators, and assigns forever.

Witness our hands this 27 day of September, 1947.

CALLIE HORTON, First Party.

STATE OF OKLAHOMA }
COUNTY OF NOBLE }SS

Before me, the undersigned, a Notary Public, in and for the State of Oklahoma, on this 27 day of September, 1947, personally appeared Callie Horton, to me known to be the identical person who executed the above 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 official seal the day and year last above written.

My commission expires Feb. 2, 1948. (SEAL) J. E. DOLEZAL, JR., Notary Public.

STATE OF OKLAHOMA }
MCCLAIN COUNTY }SS

This instrument was filed for record on the 1 day of October, A.D. 1947, at 1:45 o'clock P.M. and duly recorded in book 173, on page 261.

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

No. 3601

KNOW ALL MEN BY THESE PRESENTS: THAT

ROY GLASCO and VERNIE GLASCO, his wife, and FRANK J. FERRY, a widower, of the post office of Furcell, in the State of Oklahoma, for and in consideration of 50cts. per lineal rod for the pipe line constructed, making a total of \$20.00 for the first line constructed under this grant, cash in hand paid, receipt of which is hereby acknowledged, do hereby and convey unto the TEXAS PIPE LINE COMPANY, a corporation of Texas, its successors and assigns, the right to lay, construct, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipe line, and (subject to the payments hereinafter provided) additional pipe lines, for the transportation of gas, oil, petroleum, or any of its products and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary for such operations, the grantee selecting the route, upon, over and through the following described land situated in the County of McClain in the State of Oklahoma, to-wit:

N. 9.12 acres of Lot 3 (N½ of N½ of NE¼ of SE¼) sec 36, Twp. 7N. R. 2W.

Also the right to locate, erect, operate and maintain, upon, over and through said land a line of poles and telegraph and telephone wires thereon.

If and when additional pipe lines are laid, the grantee shall pay to the grantor or grantors, their heirs or assigns, the same consideration per lineal rod named above.

The grantee, at any and all reasonable times, shall have the right of ingress to and egress from such pipe lines and telegraph and telephone lines for any purpose whatsoever, and may repair, replace and remove the same in whole or in part at will.

TO HAVE AND TO HOLD the said easements unto said THE TEXAS PIPE LINE COMPANY, its successors and assigns, so long as such structures are maintained.

And by the acceptance hereof the grantee agrees to bury such pipe lines so that they will not interfere with the cultivation of the land, and also to pay any and all damages to crops, fences and land which may be suffered from the construction, operation or maintenance of such pipe lines.

It is also understood and acknowledged by the grantor or grantors that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on the grantee.

13

203

IN WITNESS WHEREOF, this instrument is signed on this the 9th day of September, 1947.

ROY GLASCO
VERNIE GLASCO
FRANK J. FERRY.

STATE OF OKLAHOMA)
) SS
COUNTY OF McCLAIN)

Before me, a Notary Public in and for said County and State, on this 9th day of September, 1947, personally appeared Roy Glasco and Vernie Glasco, his wife, and Frank J. Ferry, a widower, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires April 17, 1951. (SEAL) E. G. THOMAS, Notary Public.

STATE OF OKLAHOMA)
) SS
McCLAIN COUNTY)

This instrument was filed for record on the 1 day of October A.D., 1947, at 2 O'clock P.M. and duly recorded in book 173, on page 282.

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

No. 3606

RELEASE OF REAL ESTATE MORTGAGE J-61458

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the Federal Farm Mortgage Corporation, a corporation, (hereinafter referred to as the Corporation) and the Land Bank Commissioner, with offices in the City of Wichita, Kansas, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended, (hereinafter referred to as the Commissioner) do hereby release, discharge and cancel that certain real estate mortgage dated the 1st day of May, 1934, executed by J. W. BYERS and NANCY BYERS, his wife; as mortgagor(s) in favor of the Commissioner, as mortgagee, securing a note for \$1,000.00, which said mortgage is recorded in book 105, at page 179 of the mortgage records of McClain County, State of Oklahoma, and covers the following described real estate situated in said County, to-wit:

Lot One (1) being the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Four (4) Township Eight (8) North, Range Four (4) West of the Indian Meridian;

Containing in all 52.74 acres, more or less, according to the U. S. Government Survey thereof;

WITNESS the signatures of the Corporation and Commissioner by the Federal Land Bank of Wichita, Wichita, Kansas, a corporation, their Agent and Attorney-in-Fact (under and by virtue of that certain Power of Attorney which is recorded in book 106 at page 536 of the misc. records of said county), signed by the duly authorized officers of said Bank and its corporate seal hereon impressed this 29th day of September, 1947.

FEDERAL FARM MORTGAGE CORPORATION, a corporation, and
LAND BANK COMMISSIONER, acting pursuant to Part 3 of the
Emergency Farm Mortgage Act of 1933, as amended.

BY THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, a
corporation, their Agent and Attorney-in-Fact.

(CORPORATE SEAL)

ATTEST: J. A. CARRICO, Assistant Secretary. BY R. H. JONES, Vice-President.

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of September, 1947, personally appeared R. H. Jones, to me personally known and known to me to be the identical person who, as Vice-President of said Bank, subscribed the names of the Federal Land Bank of Wichita, Wichita, Kansas, a corporation, (as Agent and Attorney-in-Fact), the Federal Farm Mortgage Corporation, a corporation, and the Land Bank Commissioner, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended, to the foregoing instrument; and he, being by me duly sworn, did say that he is such officer, and that the seal affixed to such instrument is the corporate seal of said Bank, and that the same was signed and sealed in behalf of said Bank, as Agent and Attorney-in-Fact, and for said Corporation and said Commissioner, and was signed in behalf of said Corporation, and said Commissioner by said Bank, as Agent and Attorney-in-Fact, therefore, all by authority of the Board of Directors of said Bank; and he acknowledged to me that the foregoing instrument was executed by him, as his free and voluntary act and deed and as the several free and voluntary acts and deeds of said Bank (as Agent and Attorney-in-Fact), said Corporation and said Commissioner, all for the uses and purposes set forth and specified therein.

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

My commission expires: April 1, 1950. (SEAL) LOIS GARDINER, Notary Public.



ORDINANCE NO. 10-05

#14, By PB, Deputy chg

Return to:
City of Purcell

AN ORDINANCE OF THE CITY OF PURCELL, OKLAHOMA, ANNEXING THE LAND DESCRIBED HEREIN, ADJACENT OR CONTIGUOUS TO THE CITY OF PURCELL, OKLAHOMA WITH THE WRITTEN CONSENT OF A MAJORITY OF THE OWNERS OF THE ACRES TO BE ANNEXED; PROVIDING FOR SEVERABILITY; DECLARING REPEALER; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PURCELL, OKLAHOMA:

Section 1. The City Council has determined that the land described herein is adjacent or contiguous to the City of Purcell and that the majority of the owners of the acres to be annexed into the City of Purcell have given their written consent to be annexed into the City of Purcell. On March 12, 2010, the City Council adopted Resolution No. 10-C02 proposing the annexation of the following described property into the city limits into the City of Purcell and directing notice to be published in a legal newspaper of general circulation in the territory to be annexed, setting a public hearing date for the discussion of the proposed annexation for April 5, 2010 at 6:00 p.m. On the 18th day of March, 2010, the Notice of the proposed annexation was published in the Purcell Register and a copy of the notice of annexation was mailed by first-class mail to all owners of property to be annexed as shown by the current year's ownership rolls in the office of the county treasurer and to all owners of property abutting any public right-of-way that forms the boundary of the territory proposed to be annexed and to the Sales and Use Tax Division of the Oklahoma Tax Commission; provided that the notice of annexation was mailed by certified mail to every person who owns a parcel of land of five (5) acres or more used for agricultural purposes. A public hearing was conducted on the 5th day of April, 2010, at 6:00 p.m. in which all interested parties were invited to participate. All of the procedures for annexation found in Title 11 O.S. Section 21-103 were complied with and all of the territory described herein are annexed into the limits of the City of Purcell pursuant to said statute. The territory to be annexed is described as follows:

See Attached Exhibit A.

I-2015-001536 Book 2216 Pg: 838
02/04/2015 8:00 am Page(s) 838-840
Fee: \$ 0.00 Doc: \$ 0.00
Pam Beller - McClain County Clerk
State of Oklahoma

Section 2. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Repealer.

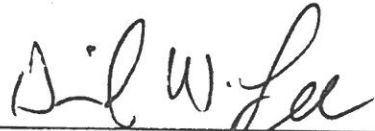
All former ordinances or parts of Ordinances conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Section 4. Emergency.

It being immediately necessary for the preservation of the public health, peace and safety of the City of Purcell and the inhabitants thereof, an emergency is hereby declared to exist by reason whereof, this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

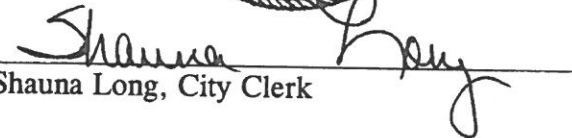
PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this 5th day of April, 2010.





David W. Lee, Mayor

ATTEST:



Shauna Long, City Clerk

APPROVED as to form this 5th day of April, 2010.

Ted Pool
City Attorney

EXHIBIT A
Annexation legal for
7N 2W Sections 25, 36

Township 7N, Range 2W

I-2015-001536 Book 2216 Pg: 840
02/04/2015 8:00 am Page(s) 838-840
Fee: \$ 0.00 Doc: \$ 0.00
Pam Beller - McClain County Clerk
State of Oklahoma

Section 25

Lots Four (4) and Five (5) [same being the East Half of the Southeast Quarter] (E/2-SE/4) and the East Half of the West Half of the Southeast Quarter (E/2-W/2-SE/4) and the West Half of the Southwest Quarter of the Southeast Quarter (W/2-SW/4-SE/4) All lying East of the Railroad Right-of-Way, Section Twenty-five (25), Township Seven (7) North, Range Two (2) West, McClain County, Oklahoma, together with all accretions and riparian rights thereto. Containing 135 acres more or less.

Section 36

All property lying East of the Rail Road Right-of-Way in the Northeast Quarter (NE ¼)

#17 10

I-2021-011210 Book 2725 Pg: 871
08/24/2021 3:01 pm Page(s) 871-872
Fee: \$ 20.00 Doc: \$ 0.00
Pam Beller - McClain County Clerk
State of Oklahoma

By mm, Deputy
Return to:
AACO



RIGHT OF WAY GRANT

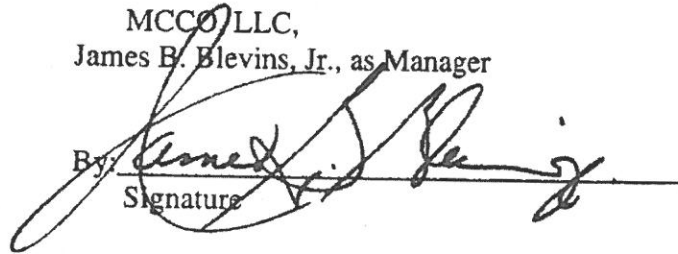
Comes Now MCCO LLC, Grantor, and grants to Richard Donald Taylor, Grantee, his heirs, successors, and assigns the right to cross from the South Section of Section 36, Township 7 North, Range 2 West, McClain County, Oklahoma, on the 16 and one-half feet of Lot 4 in Section 36, Township 7 North, Range 2 West, immediately East of and running along the Rail Road right of way to the Grantees lands described as:

in and to the following described lands:

All that part of the East Half of the Northwest Quarter of the Southeast Quarter (E/2 NW/2 SE/4) and the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (NE/4 SW/4 SE/4) lying East of the A.T. & S.F. Railroad Right-of-Way and the South 6.48 acres of Lot 3, Section Thirty Six (36), Township Seven (7) North, Range Two (2) West, McClain County, Oklahoma.

In Witness Whereof, MCCO, LLC has caused this instrument to be executed by its duly authorized officer on this 23rd day of August 2021.

MCCO LLC,
James B. Blevins, Jr., as Manager

By: 
Signature

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF MCCLAIN)

This instrument was acknowledged before me on the 23rd day of August 2021

by James B. Blevins, Jr., Manager, of MCCO, LLC, an Oklahoma limited liability company,
on behalf of the company.

My Commission Expires:
2-8-23

Randi Carver
Notary Public

