

SEALED BID  
**AUCTION**

BIDS DUE: FRIDAY, FEBRUARY 18



# INFORMATION BOOKLET

# 48<sup>±</sup> ACRES

OFFERED IN 5 TRACTS

**INCOME  
PRODUCING  
COMMERCIAL  
DEVELOPMENT**

**STILLWATER  
OKLAHOMA**

- \$12,250 Monthly Rental Income
- Multiple Tenants
- Highway 51 Frontage
- 5 Commercial Buildings
- Loading Dock
- Numerous Commercial & Residential Building Sites



Tracts 1-2



Tract 2

 **SCHRADER**  
Real Estate and Auction Company, Inc.

**800.451.2709**

**SchraderAuction.com**



*in  
cooperation  
with*

**Berry Auctions**

TOM D. BERRY, AUCTIONEER & BROKERS

**405.372.2466**

## DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

**AUCTION  
MANAGER**

BRENT WELLINGS - 405.332.5505 • BRENT@SCHRADERAUCTION.COM



950 N. Liberty Dr., Columbia City, IN 46725  
800.451.2709 | 260.244.7606 | [www.schraderauction.com](http://www.schraderauction.com)

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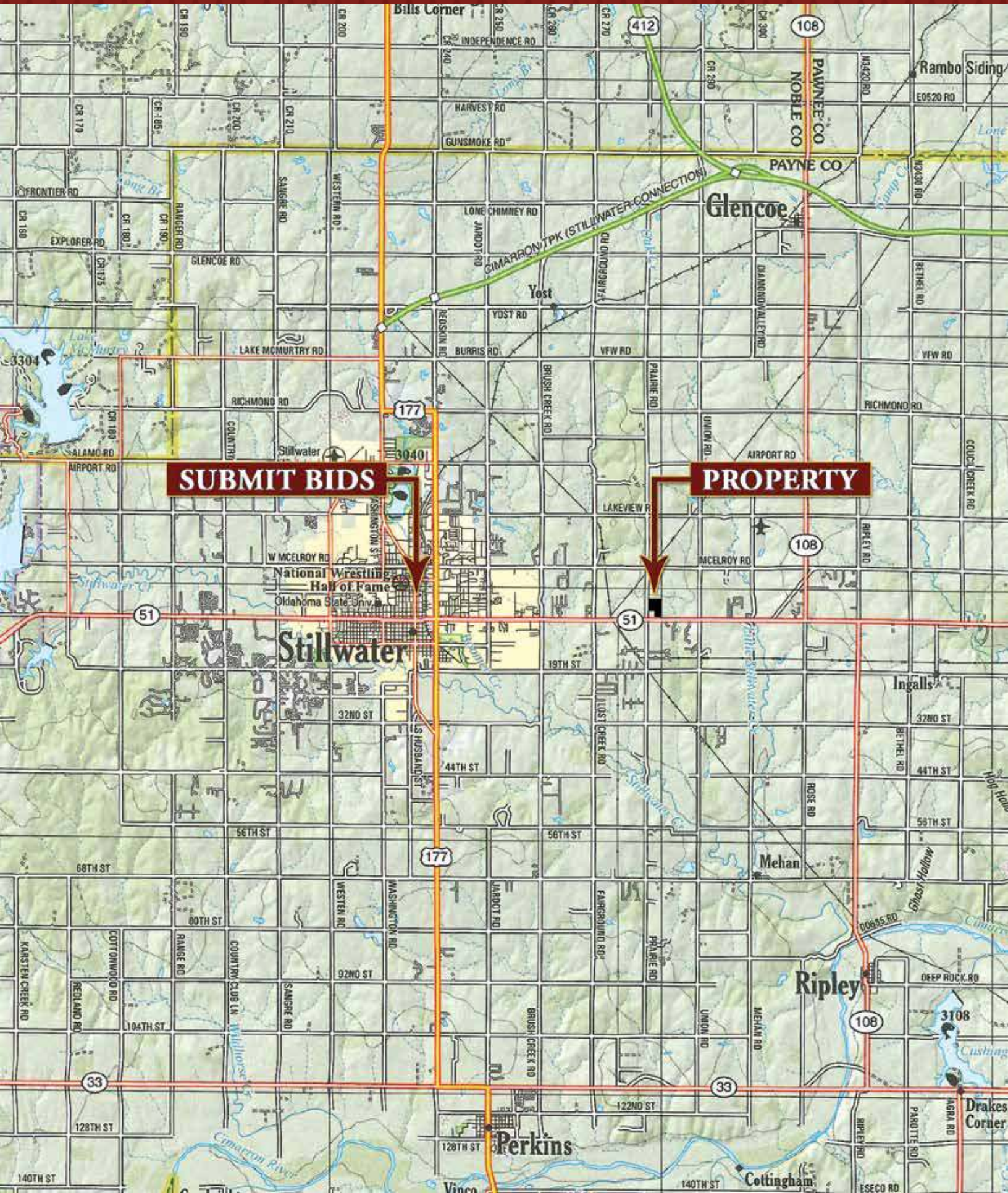
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LOCATION MAP

# LOCATION MAP



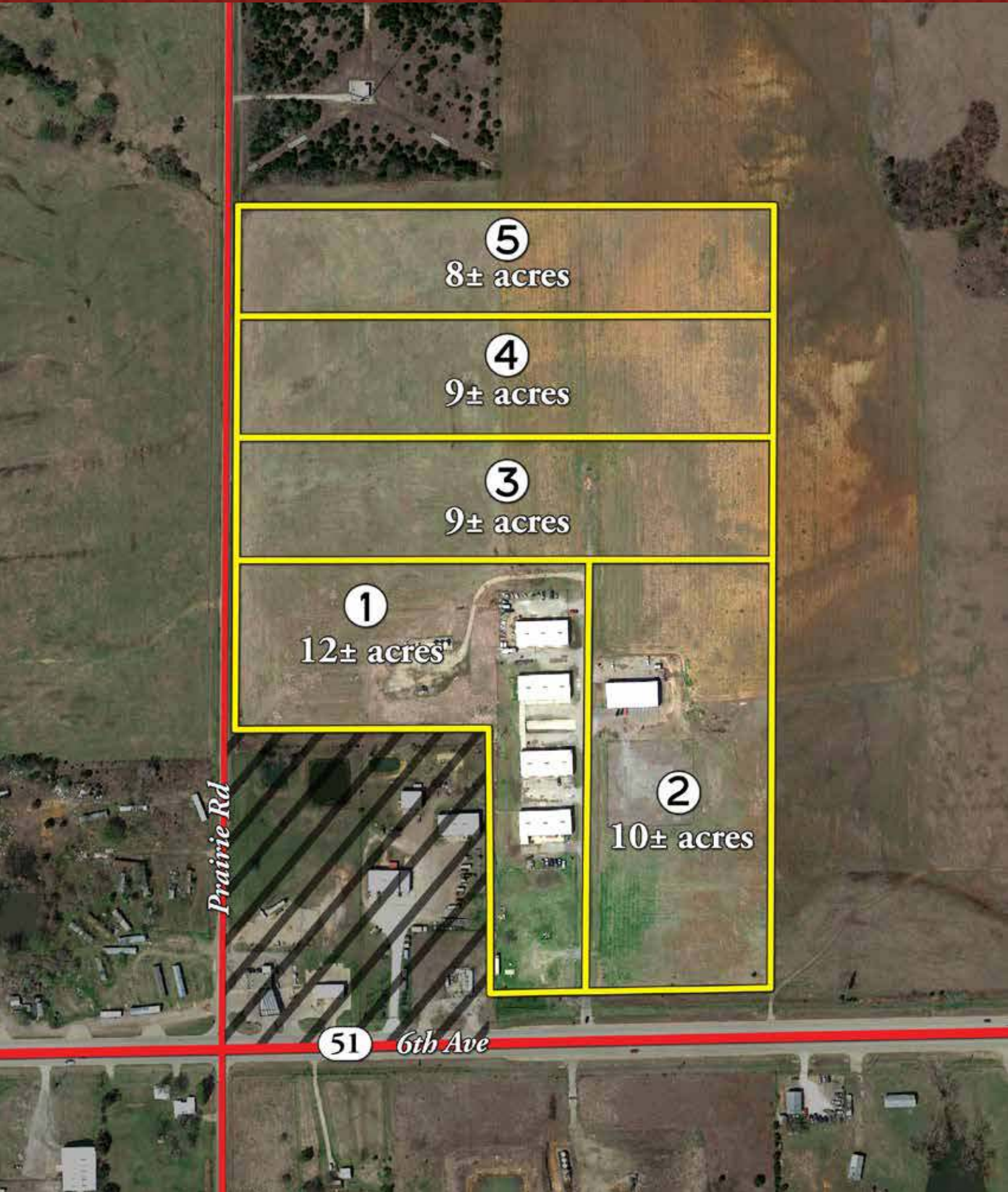
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TRACT MAP

# TRACT MAP



*Prairie Rd*

**51** *6th Ave*

**5**  
8± acres

**4**  
9± acres

**3**  
9± acres

**1**  
12± acres

**2**  
10± acres



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TRACT DESCRIPTIONS

# SEALED BID AUCTION

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**OUTSTANDING OPPORTUNITY** to acquire high quality, income producing commercial property in the Stillwater, Oklahoma area. The Kinnick Commercial Development was constructed and managed by the Kinnick Family for many years. With quality construction, established tenants and an outstanding location along Highway 51, this investment opportunity will excite many Buyers. The property includes 5 leased buildings with steel, insulated construction and full HVAC in each. Also being offered are 3 desirable building sites along Prairie Rd! The property is being offered by Sealed Bid Auction. Bids may be submitted on individual tracts, combinations of tracts or the entire property.

**DELIVER BIDS TO: 101 N Main St, ATTN: Brent Wellings, Stillwater, OK 74075, by 5:00 PM on Friday, February 18.**

STILLWATER, OK

**48±  
ACRES**  
OFFERED IN 5 TRACTS

**INCOME  
PRODUCING  
COMMERCIAL  
DEVELOPMENT**

**TRACT 1: 12± ACRES** with frontage along Highway 51 and N Prairie Rd, including 4 commercial buildings and adequate space for more development. Current monthly rental income is \$8,750.

408 Kinnick Rd    420 Kinnick Rd  
414 Kinnick Rd    502 Kinnick Rd

**TRACT 2: 10± ACRES** with frontage along Highway 51, including 1 commercial building and a commercial storage yard currently leased, with monthly income of \$3,500.

413 Kinnick Rd: 60 ft. x 125 ft.,  
7,500 sq. ft. building with built out  
office, large storage area, bathrooms,  
HVAC and large parking area.

**TRACT : 9± ACRES** located along Prairie Rd, excellent potential building site with paved road frontage and easy access to Stillwater!

**TRACT 4: 9± ACRES** located along Prairie Rd, another excellent potential building site with level topography and lots of spots to build!

**TRACT 5: 8± ACRES** located along Prairie Rd, a third outstanding potential building site in the offering.

**INSPECTIONS: from 9:00 am – Noon**

Thursday, January 20

Thursday, February 3

Thursday, February 17

**AUCTION MANAGER: BRENT WELLINGS - 405.332.5505 • BRENT@SCHRADERAUCTION.COM**

## AUCTION TERMS & CONDITIONS:

**BIDDING PROCEDURE:** The property will be offered via a Sealed Bid Auction with bidding procedures more specifically outlined in the Sealed Bid Packet. The final bids are subject to the Seller's acceptance or rejection.

**PURCHASE CONTRACT:** With the submission of a Bid(s), each Buyer is required to sign the purchase contract documents in the forms provided in the Sealed Bid Packet. All statements and information in the marketing materials are subject to the terms and conditions of the purchase contract documents. Seller shall not be bound by any statement, promise or inducement that is not contained in the purchase contract documents.

**BUYER'S PREMIUM:** The purchase price will be the bid amount plus a 4% buyer's premium.

**DOWN PAYMENT:** 10% of the total contract purchase price will be due as a down payment on the day of auction, with the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF**

**NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**

**DEED:** Seller shall be obligated only to convey a merchantable title by Warranty Deed.

**EVIDENCE OF TITLE:** Seller agrees to make available to bidder a preliminary title insurance commitment to review prior to auction. The cost of title insurance, if the buyer(s) elects to purchase the title insurance policy, will be the responsibility of the buyer(s). Seller agrees to provide merchantable title to the property subject to matters of record, general conditions of title, and similar related matters. All tracts sold "AS-IS".

**CLOSING:** The closing shall take place 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

**POSSESSION:** Possession shall be at closing, subject to rights of current tenants.

**SURVEY:** A new survey will be obtained only in necessary to record the conveyance or if otherwise deemed appropriate in the Seller's sole discretion. If a new survey is obtained, the survey cost will be shared equally by Seller and Buyer.

**TRACT MAPS / ACRES:** Tract maps and advertised acres are approximations based on existing tax parcel data, legal

descriptions &/or aerial mapping data and are not provided as survey products.

**REAL ESTATE TAXES:** Real Estate taxes shall be prorated to the date of closing.

**MINERALS:** Seller specifically excepts and reserves all minerals, including without limitation, oil, gas, coal, coalbed methane, and all other hydrocarbons, lignite, and all metallic minerals, etc., if any, associated with the referenced real estate, and the term "Property" will not include any mineral rights.

**CONDUCT OF AUCTION:** The conduct of the Sealed Bid Auction will be at the direction and discretion of the Auction Company, Seller and its agents reserve the right to preclude any person from bidding if there is any questions as to the person's identity, credentials, fitness, etc.

**AGENCY:** Schrader Real Estate and Auction Company, Inc. and their representatives are exclusive agents of the Seller.

**DISCLAIMER AND ABSENCE OF WARRANTIES:** ALL PROPERTY IS OFFERED "AS IS, WHERE IS". NO

**WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE BY SELLER OR AUCTION COMPANY CONCERNING THE PROPERTY.**

Prospective bidders are responsible for conducting their own independent inspections, investigations, inquiries and due diligence concerning the property. The information contained in the marketing materials is provided in order to facilitate (and not as a substitute for) a prospective bidder's pre-auction due diligence. All marketing materials are subject to a prospective bidder's independent verification. Seller and Auction Company assume no liability for any inaccuracies, errors or omissions in such materials. All sketches and dimensions are approximate.

**CHANGES:** Please regularly check [www.schraderauction.com](http://www.schraderauction.com) to review any changes and/or additional information. **THE PURCHASE CONTRACT DOCUMENTS WILL SUPERSEDE THE MARKETING MATERIALS AND ANY OTHER PRIOR STATEMENTS.**



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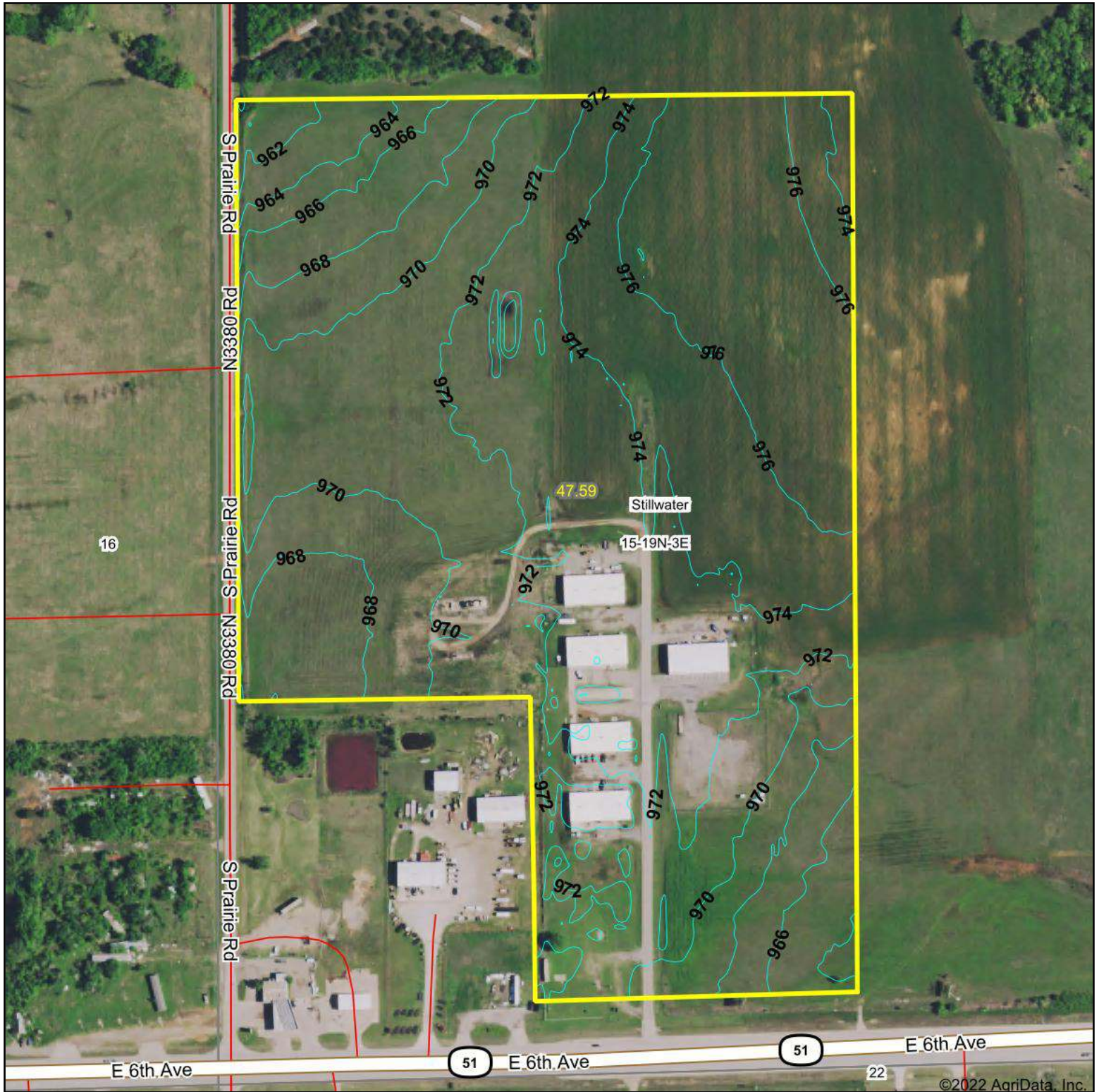
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TOPOGRAPHY MAP

# TOPOGRAPHY MAP



**SCHRADER**  
Real Estate and Auction Company, Inc.

Source: USGS 3 meter dem  
Interval(ft): 2.0  
Min: 958.6  
Max: 977.4  
Range: 18.8  
Average: 971.7  
Standard Deviation: 3.38 ft

0ft 328ft 655ft



15-19N-3E  
Payne County  
Oklahoma

Maps Provided By  
**surety**  
CUSTOMIZED ONLINE MAPPING  
© AgriData, Inc. 2021 www.AgriDataInc.com

Map Center: 36° 7' 9.55, -96° 58' 39.2

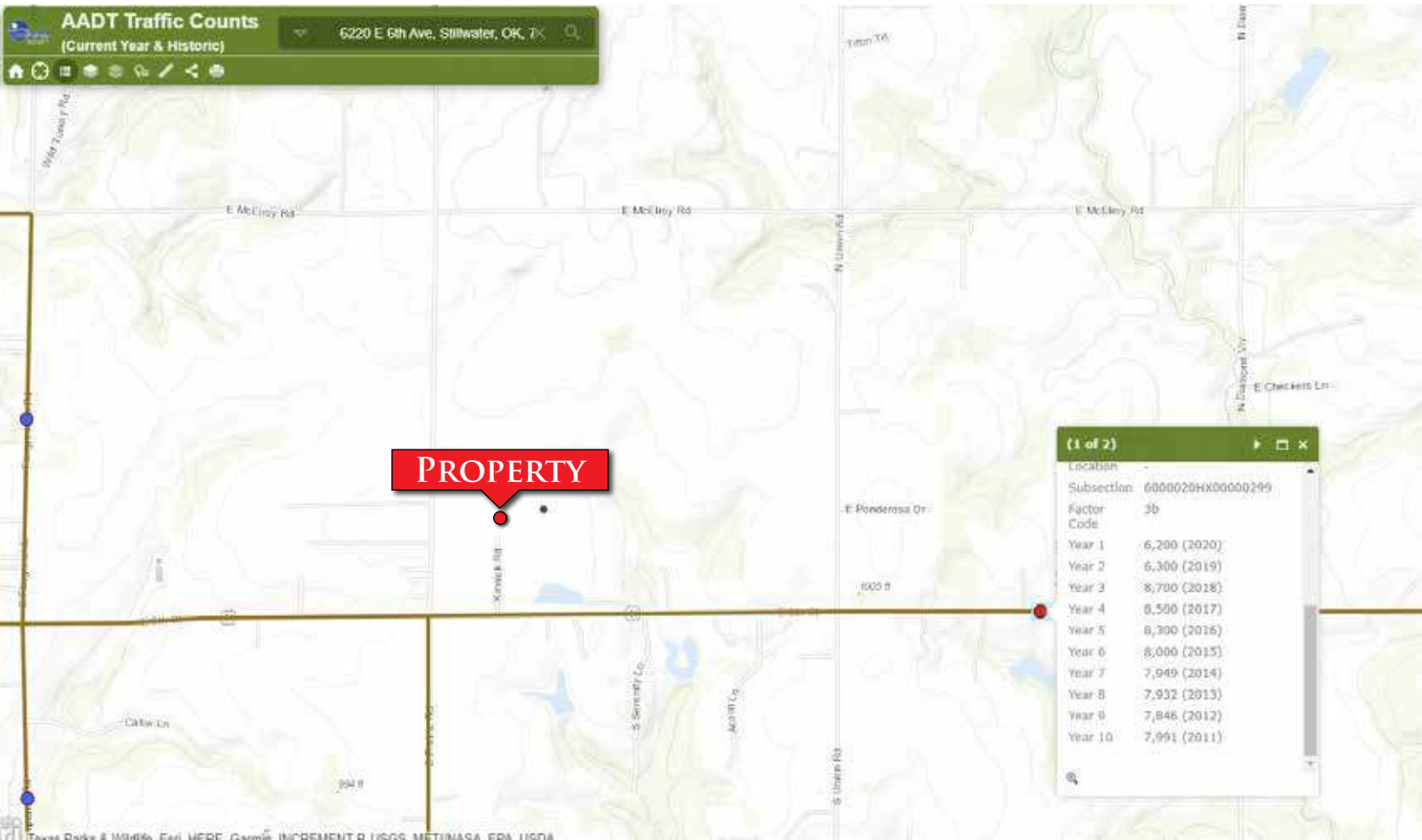
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TRAFFIC COUNT MAPS

# TRAFFIC COUNT MAPS



SEALED BID

AUCTION

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TAX STATEMENT

# TAX STATEMENT

## Tax Roll Inquiry

Payne County Treasurer



**Carla Manning, Treasurer**  
315 West Sixth Street, Suite 101, Stillwater, OK 74074  
Phone: 405-624-9411  
Fax: 405-372-9548  
E-Mail: [cmanning@paynecountytreasurer.org](mailto:cmanning@paynecountytreasurer.org)



### Owner Name and Address

KINNICK PROPERTIES, LLC  
C/O TOM KINNICK  
903 GREYSTONE ST  
STILLWATER OK 74074-1200

### Taxroll Information

Tax Year : 2021  
Property ID : 19N03E-15-3-00000-000-0503  
Location : 6220 E 6TH ST STILLWATER  
School District : STW-R Stillwater Rural Mills : 98.89  
Type of Tax : Real Estate  
Tax ID : 5740

### Legal Description and Other Information:

15-19N-03E C-503 (140.99acm/) SW/4 LESS TR BEG 72.1'N SW/C SW/4; N- 660' E-660' S-660' W-660' & LESS NW/C SW/4; E-650' S-536' W-650' N- 536' POB LESS HWY

Assessed Valuations	Amount	Tax Values	Amount
Land	7941	Base Tax	15,822.00
Improvements	152060	Penalty	0.00
Net Assessed	160001	Fees	0.00
		Payments	15,822.00
		Total Paid	15,822.00
		Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
11/30/2021	1014	Check	Taxes	15,822.00	KINNICK PROPERTIES, LLC->Check# 2285




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PRELIMINARY TITLE

# PRELIMINARY TITLE

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

## COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

### 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, **First American Title Insurance Company**, a California 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**



Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

*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.*

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# PRELIMINARY TITLE

## 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.
- (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.

### 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.

*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.*

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# PRELIMINARY TITLE

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (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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# PRELIMINARY TITLE



First American Title™

## Privacy Notice

**Effective:** October 1, 2019

**Notice Last Updated:** January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American" "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us:** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

# PRELIMINARY TITLE



First American Title™

## **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097

**Right of Deletion.** You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale.** We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

**Notice of Sale.** We have not sold the **personal information** of California residents in the past 12 months.

**Notice of Disclosure.** To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

# PRELIMINARY TITLE

## Community Escrow & Title Co.

### **Privacy Information: We Are Committed to Safeguarding Customer Information**

To better serve your needs, we may ask you to provide us with certain information. We understand that you may be concerned about how we handle such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy.

**Applicability:** This Privacy Policy governs our use of information that you provide to us. It does not govern the manner in which we may use information we obtain from any other source, such as information obtained from a public record or from another person or entity. We have also adopted broader guidelines called Fair Information Values, that govern our use of personal information regardless of its source.

**Types of Information:** Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include: Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, telephone or any other means; Information about your transactions with us, our affiliated companies, or others; and Information we receive from a consumer reporting agency.

**Use of Information:** We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies, including financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies.

Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we have joint marketing agreements.

**Former Customers:** Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security:** We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Information Obtained Through Our Web Site:** We are sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our site or affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

**Business Relationships:** Our site and affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

**Cookies:** Our websites may use "cookie" technology to measure site activity & customize information to your personal tastes. A cookie is a piece of data that a website can send to your browser, which may then store the cookie on your hard drive. Our websites use stored cookies, to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive experience.

### **Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

# PRELIMINARY TITLE

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

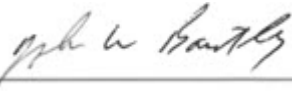
**Transaction Identification Data for reference only:**

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.: SW220120974 Issuing Office File No.: SW220120974  
Property Address: 6220 E 6th St, Stillwater, OK 74074  
Revision No.:

## SCHEDULE A

1. Commitment Date: January 6, 2022 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  
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:  
Kinnick Properties, LLC, an Oklahoma limited liability company
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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# PRELIMINARY TITLE

 <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.: SW220120974

## 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 Kinnick Properties, LLC, an Oklahoma limited liability company 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 January 6, 2022, 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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# PRELIMINARY TITLE

## SCHEDULE BI & BII (Continued)

11. Obtain and file a Release of a mortgage granted by construction mortgage granted by Kinnick Properties, LLC, an Oklahoma limited liability company, as Mortgagor and BancFirst, as Mortgagee, dated February 20, 2006, in the original amount of \$225,000.00, recorded on February 23, 2006, in Book 1624, Page 612.
12. Obtain and file a Release of a mortgage granted by construction mortgage granted by Kinnick Properties, LLC, an Oklahoma limited liability company, as Mortgagor and BancFirst, as Mortgagee, dated August 6, 2007, in the original amount of \$1,373,953.95, recorded on September 13, 2007, in Book 1735, Page 97.
13. Obtain and file a Release of a mortgage granted by mortgage granted by Kinnick Properties, LLC, an Oklahoma limited liability company, as Mortgagor and BancFirst, as Mortgagee, dated September 11, 2014, in the original amount of \$55,545.50, recorded on September 25, 2014, in Book 2213, Page 617.
14. Obtain and file a Release of a mortgage granted by mortgage granted by Kinnick Properties, LLC, an Oklahoma limited liability company, as Mortgagor and BancFirst, as Mortgagee, dated October 19, 2016, in the original amount of \$880,998.10, recorded on October 24, 2016, in Book 22361, Page 909.
15. With respect to Kinnick Properties, LLC, furnish a complete copy of its Articles of Organization; operating agreement and any amendments thereto; Verification of Good Standing; and satisfactory evidence of the authority of the officers, managers, or members to execute the documents required to close the proposed transaction.
16. 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.
17. Assignment of the leases evidenced by:  
a Memorandum of Lease recorded on December 18, 2006, in Book 1681, page 715, naming Kinnick Properties LLC as Lessor and Outdoor America, Inc., as Lessee, with a stated 15 year term.  
  
Memorandum of Lease recorded on December 18, 2006, in Book 1681, page 719, naming Kinnick Properties LLC as Lessor and Outdoor America, Inc., as Lessee, with a stated 15 year term.  
  
Memorandum of Lease recorded on July 13, 2020, in Book 2574, page 854, naming Kinnick Properties LLC as Lessor and Headrick Outdoor Media, Inc., as Lessee.  
  
Memorandum of Lease recorded on July 13, 2020, in Book 2574, page 888, naming Kinnick Properties LLC as Lessor and Headrick Outdoor Media, Inc., as Lessee.

## SCHEDULE B, PART II Exceptions

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# PRELIMINARY TITLE

## SCHEDULE BI & BII (Continued)

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.
7. Ad valorem taxes for Year 2022 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. 33-foot statutory section line right-of-way along all exterior section lines.
12. Easement for Right-of-way in favor of the State of Oklahoma, along the West of the SW/4, recorded on June 25, 1927, in Book 36 Misc., Page 1.
13. Right-of-way in favor of OKAN Pipeline Company, in the SW/4, recorded on May 18, 1955, in Book 121 Misc., Page 338.
14. Right-of-way in favor of Fifty-One East Water, Inc., in the SW/4, recorded on June 26, 1972, in Book 193 Misc., Page 159.

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# PRELIMINARY TITLE

## SCHEDULE BI & BII (Continued)

15. Right-of-way in favor of Central Rural Electric Cooperative, recorded on July 14, 2005, in Book 1582, Page 359.
16. Right-of-way in favor of Oklahoma Natural Gas Company, recorded on August 8, 2005, in Book 1589, Page 397.
17. Road/Utility Easement in favor of Oklahoma Natural Gas Company, 51 East Water Rural Water District, and Central Rural Electric Cooperative, recorded on March 2, 2006, in Book 1625, Page 885.
18. Right-of-way in favor of Central Rural Electric Cooperative, recorded on March 8, 2006, in Book 1627, Page 146.
19. Right-of-way in favor of Central Rural Electric Cooperative, recorded on June 29, 2006, in Book 1649, Page 609.
20. Right-of-way and Easement in favor of Plains Pipeline LP, recorded on October 29, 2015, in Book 2293, Page 142.
21. Right-of-way Easement in favor of 51 East Water, Inc., recorded on October 21, 2016, in Book 2361, Page 844.


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# PRELIMINARY TITLE

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

File No.: SW220120974

## LEGAL DESCRIPTION

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

The Southwest Quarter (SW/4) of Section Fifteen (15), Township Nineteen (19) North, Range Three (3) East of the Indian Meridian, Payne County, Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT Highway right-of-way, and LESS AND EXCEPT the following three tracts of land:

Tract No. 1: A tract of land beginning at the Northwest corner (NW/cor) of the SW/4 of Section 15, Township 19 North, Range 3 East of the I.M., Payne County, Oklahoma, Thence North 89°40' East along the North line of said SW/4 a distance of 650.00 feet; Thence South 00°57' West a distance of 536.0 feet; Thence South 89°40' West a distance of 650.0 feet; Thence North 00°57' East a distance of 536.0 feet to the point of beginning.

Tract No.2: A tract of land in the SW/4 of Section 15, Township 19 North, Range 3 East of the I.M., Payne County, Oklahoma, more particularly described as beginning at a point 72.1 feet North of the Southwest corner (SW/cor) of said Section 15, said point being on the North right-of-way line of State Highway 51; Thence North along the West line of said SW/4 a distance of 660 feet; Thence North 89°23'29" East a distance of 660 feet; Thence South a distance of 660 feet to the North right-of-way line of State Highway 51; Thence South 89°19" West along said right-of-way line a distance of 166.3 feet; Thence continuing along said right of-way line South 89°25' West a distance of 493.7 feet to the point of beginning.

Tract No. 3: A strip, piece or parcel of land lying in part of the SW/4 of Section 15, Township 19 North, Range 3 East in Payne County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at the Southeast corner of said SW/4, thence North along the East line of said SW/4 a distance of 86.92 feet, thence South 88°46'33" West a distance of 180.99 feet; thence North 85°30'49" West a distance of 50.25 feet; thence South 88°46'33" West a distance of 800.00 feet; thence South 85°54'48" West a distance of 100.12 feet; thence South 88°46'33" West a distance of 868.90 feet; thence South 00°23'01" West a distance of 19.78 feet; thence South 88°46'48" West a distance of 626.99 feet; thence South 88°46'48" West a distance of 33.01 feet; thence South 00°23'01" West a distance of 72.10 feet to the Southwest corner of said SW/4; thence North 88°40'13" East along the South line of said SW/4 a distance of 2660.38 feet to the point of beginning.



SEALED BID

AUCTION

BIDS DUE: FRIDAY, FEBRUARY 18

PROPERTY PHOTOS

TRACTS 1-5



TRACTS 1-5





TRACTS 1-5



ENTRANCE ROAD



TRACT 1



TRACT 1



TRACT 1



TRACT 1





TRACT 1 - 420 KINNICK RD



TRACT 1 - 420 KINNICK RD



TRACT 1 - 502 KINNICK RD



TRACT 1 - 502 KINNICK RD



TRACT 1 - 502 & 402 KINNICK RD



**TRACT 1 - 502 KINNICK RD**



**TRACT 1 - 502 KINNICK RD**



**TRACT 2 - 413 KINNICK RD**



**TRACT 2 - 413 KINNICK RD**



**TRACTS 1 & 2 - SHARED ROAD**



TRACT 2 - 413 KINNICK RD



TRACT 2 - 413 KINNICK RD



TRACT 2 - 413 KINNICK RD



TRACT 2 - 413 KINNICK RD



TRACT 2



TRACT 2



TRACT 2





TRACTS 3-5



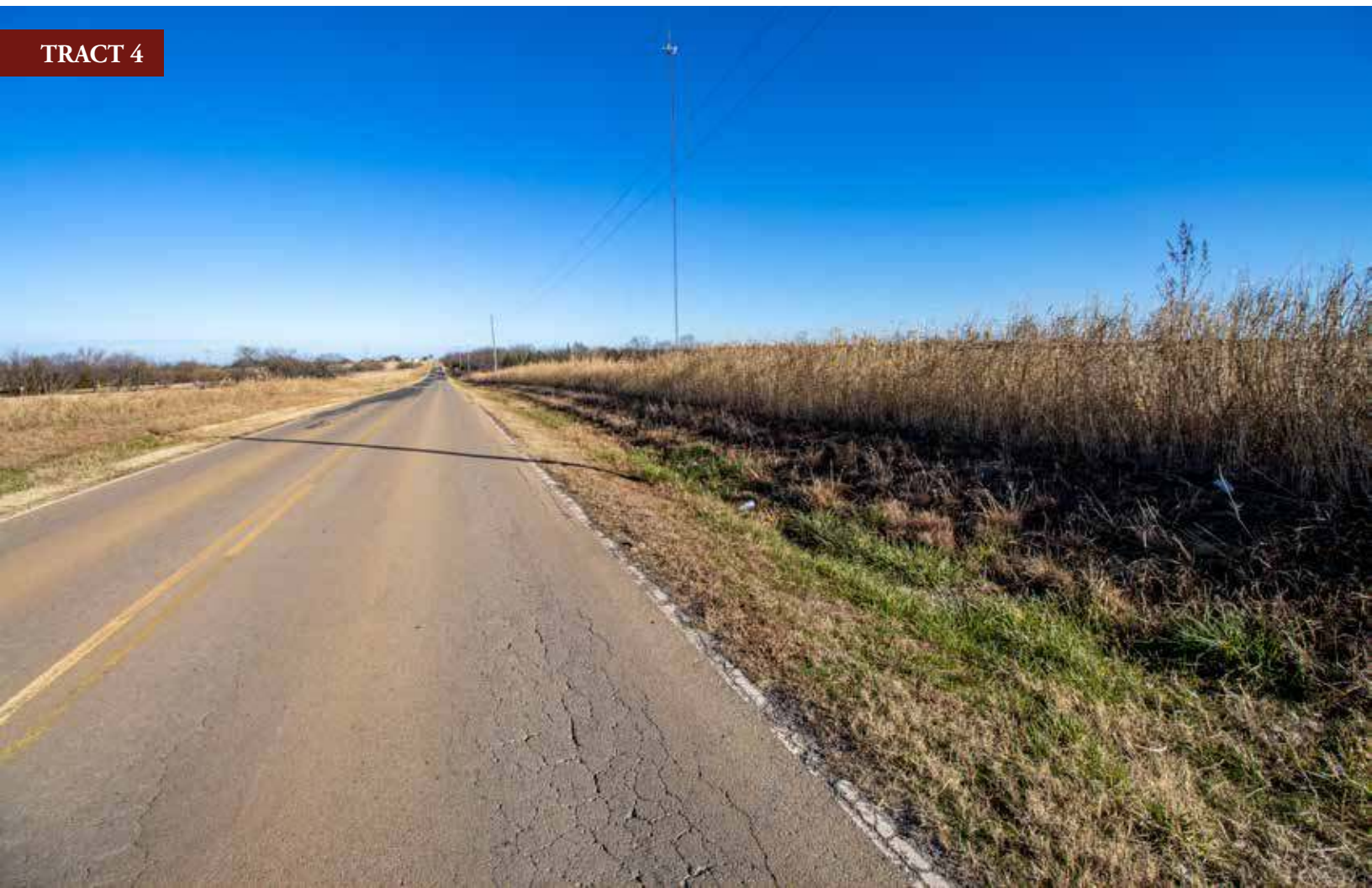
TRACT 3



TRACT 3



TRACT 4



TRACT 4



TRACT 5





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