

12
ATTRACTIVE
LOTS

PREMIER SMALL ACREAGE BUILDING SITES
WOLF CREEK ESTATES
AUCTION EVENT

Grand Opening

CASHION, OKLAHOMA KINGFISHER COUNTY

INFORMATION
Booklet

Owner Financing Available

- Affordable 15% Down Payment
- No Credit Checks
- No Income Verification
- No Prepayment Penalties or Origination Fees
- Cashion Public School System

Southwest Corner View

Online Only Auction

TUESDAY, FEBRUARY 13

Lots Begin Closing at 6:00pm

4% Buyer's Premium



405.332.5505 • SchraderAuction.com

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



Real Estate and Auction Company, Inc.

COOPERATE OFFICE:

950 N. Liberty Dr., Columbia City, IN 46725

800.451.2709 | 260.244.7606

www.schraderauction.com

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App Store

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Flood Zone Maps

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Preliminary Title

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Online Auction Bidder Registration
12 Lots Premier Small Acreage Building Sites
Kingfisher County, Oklahoma
Tuesday, February 13, 2024

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, February 13, 2024 at 6:00 PM. (CST)
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; email: auctions@schraderauction.com

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, February 6, 2024**. Send your deposit and return this form via fax or email to: **brent@schraderauction.com or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

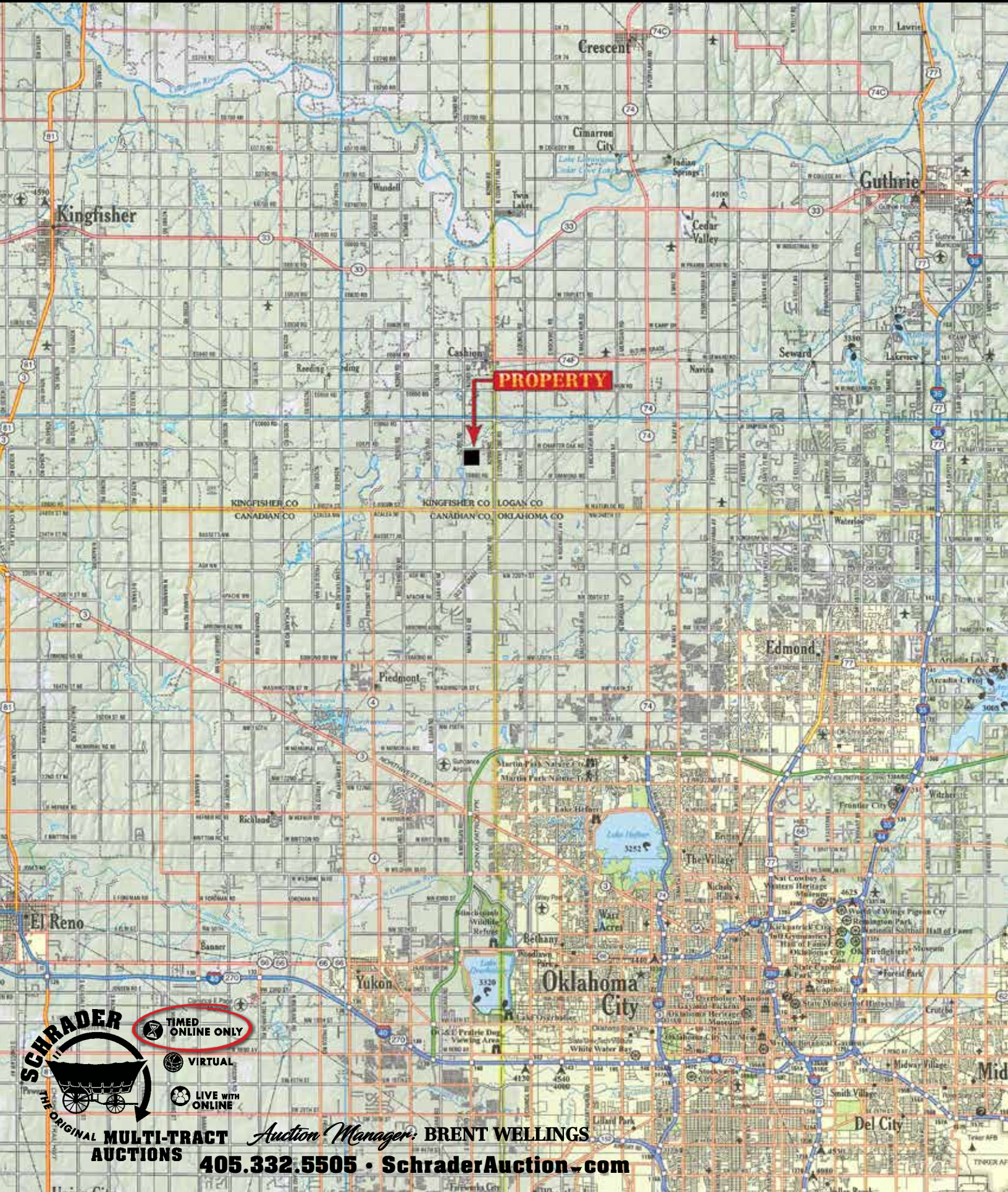
E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to: kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.



LOCATION MAP

LOCATION MAP



- TIMED ONLINE ONLY
- VIRTUAL
- LIVE WITH ONLINE

Auction Manager: BRENT WELLINGS
405.332.5505 • SchraderAuction.com

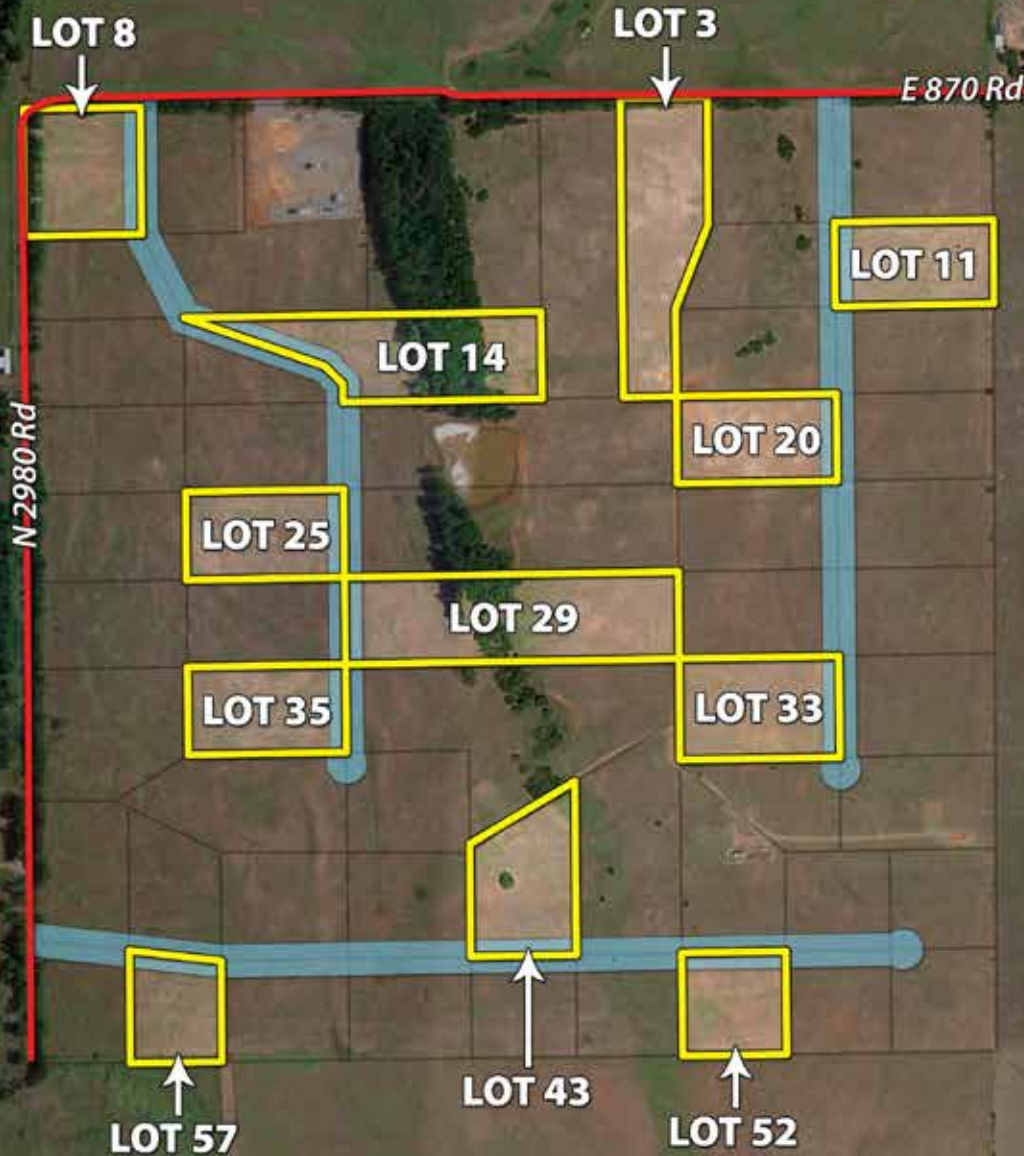


TRACT MAP

TRACT MAP

*Land Tour
Dates*

Monday, January 29 • 12-3PM
Saturday, February 10 • 12-3PM
Tuesday, February 13 • 3-6PM



Auction Manager
BRENT WELLINGS

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SchraderAuction.com

SCHRADER
THE ORIGINAL MULTI-TRACT AUCTIONS

TIMED ONLINE ONLY

VIRTUAL

LIVE WITH ONLINE



TRACT DESCRIPTIONS & AUCTION TERMS

12

ATTRACTIVE
LOTS

PREMIER SMALL ACREAGE BUILDING SITES WOLF CREEK ESTATES AUCTION EVENT

Grand Opening

Owner Financing Available

Online Only Auction

TUESDAY, FEBRUARY 13
Lots Begin Closing at 6:00pm

Welcome to Wolf Creek! This GRAND OPENING auction event is the public's first opportunity to acquire a premier building site in Cashion's newest development. Don't miss an opportunity to purchase one of these 12 excellent lots, which range in size from 1.7± to 5.0± acres! With attractive OWNER FINANCING options available, there is no need to stress about dealing with lenders, credit checks and expensive origination fees. The Seller's experienced staff can assist in arranging financing to fit your needs **OR** you can arrange your financing for a cash closing! The choice is yours in WOLF CREEK!

- | | | |
|---------------------|---------------------|---------------------|
| LOT 3: 3.72± Acres | LOT 20: 2.42± Acres | LOT 35: 2.40± Acres |
| LOT 8: 2.57± Acres | LOT 25: 2.40± Acres | LOT 43: 2.61± Acres |
| LOT 11: 2.31± Acres | LOT 29: 5.04± Acres | LOT 52: 1.86± Acres |
| LOT 14: 3.81± Acres | LOT 33: 2.80± Acres | LOT 57: 1.70± Acres |

Auction Terms & Conditions:

PROCEDURE: The property will be offered via an Online Only Timed Auction. Bidding will begin closing at 6:00 o'clock p.m. on Tuesday, February 13, 2024; **provided, however**, if a bid on any particular lot is received within the last **one minute** prior to the scheduled close of bidding, the online bidding platform will extend the bidding on that lot for an additional five minutes beyond the last bid received on that lot. This extension of bidding will continue for that lot until no bid has been made on that lot for a period of five minutes. The final bids are subject to Seller's acceptance or rejection.

BUYERS PREMIUM: A Buyers Premium equal to 4% shall be added to the high bid amount to arrive at the total contract purchase price.

PURCHASE CONTRACT: After the close of bidding, a purchase contract shall be executed by the high bidder ("Buyer") in the form of the Agreement to Purchase posted to the auction website.

DOWN PAYMENT: Buyer shall deliver 10% of the purchase price by cashier's check or wire transfer to Auction Company **on or before Wednesday, February 14, 2024. NO EXCEPTIONS.**

CASH CLOSING OPTION: 10% of the total contract purchase price will be due as a down payment, with the balance due in cash at closing. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**

OWNER FINANCING OPTION: Buyer may elect to finance the Property through a contract for deed agreement with the Owner. Please contact Auction Company prior to bidding to obtain the full terms and conditions of Owner Financing.

APPROVAL OF BID PRICES: The auction bids are subject to the acceptance or rejection by the Seller.

DEED: Seller shall be obligated only to convey a merchantable title by Warranty Deed if a Cash Closing is being conducted. In the event Buyer elects Owner Financing, Seller

and Buyer will enter a contract for deed agreement.

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 delivered at closing.

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" shall not include any mineral rights.

ACREAGE AND TRACTS: All acreages, dimensions and square footages are approximate and have been estimated based on current legal descriptions, surveys, property tax records and/or aerial photos. Any corrections, additions, or deletions will be made known prior to the auction.

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

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied,

concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

CONDUCT OF AUCTION: The conduct of the auction and increments of bidding 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 question as to the person's identity, credentials, fitness, etc.

CHANGES: Please regularly check 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.**

Auction Manager
BRENT WELLINGS

405.332.5505
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SCHRADER
THE ORIGINAL MULTI-TRACT AUCTIONS

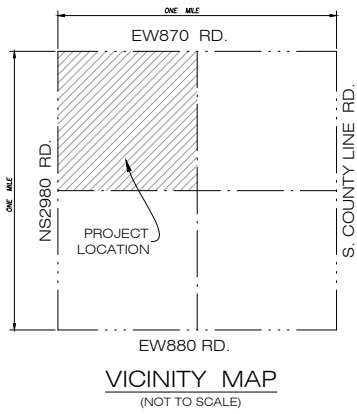
TIMED ONLINE ONLY
VIRTUAL
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PLAT MAPS

WOLF CREEK ESTATES

A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 25,
TOWNSHIP 15 NORTH, RANGE 5 WEST, INDIAN MERIDIAN,
KINGFISHER COUNTY, OKLAHOMA



OWNER'S CERTIFICATION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
THAT, CASHION HOLDING, LLC DOES HEREBY CERTIFY THAT IT IS THE OWNER OF AND THE ONLY ENTITY OR PERSONS HAVING ANY RIGHT, TITLE, OR INTEREST IN THE HEREIN PLATTED PROPERTY DESCRIBED AS:

The Northwest Quarter of Section Twenty-five (25), Township Fifteen (15) North, Range Five (5) West of the Indian Meridian, Kingfisher County, Oklahoma, being also particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter said Section 25;

Thence east along the north line of said Northwest Quarter on a grid bearing of North 89 degrees 06 minutes 24 seconds East* a distance of 2662.38 feet to the Northeast Corner of said Northwest Quarter;

Thence South 00 degrees 07 minutes 19 seconds East along the east line of said Northwest Quarter a distance of 2634.70 feet to the Southeast Corner of said Northwest Quarter;

Thence South 89 degrees 19 minutes 37 seconds West along the south line of said Northwest Quarter a distance of 2647.42 feet to the Southwest Corner of said Northwest Quarter;

Thence North 00 degrees 26 minutes 45 seconds West along west line of said Northwest Quarter a distance of 2624.36 feet to the Point of Beginning.

Above described parcel contains 160.25 Acres more or less.

*All bearings shown hereon are relative to the Oklahoma State Plane (NAD83, North Zone) grid bearing of North 89 degrees 06 minutes 24 seconds East along the north line of said Northwest Quarter.

THE ABOVE NAMED OWNER FURTHER CERTIFIES THAT IT HAS CAUSED SAID TRACT TO BE SURVEYED INTO LOTS AND EASEMENTS AND HAS CAUSED THE ACCOMPANYING PLAT TO BE MADE WHICH IT HEREBY ADOPTS AS WOLF CREEK ESTATES, KINGFISHER COUNTY, OKLAHOMA. IT HEREBY DEDICATES ALL EASEMENTS SHOWN WITHIN THE BOUNDARIES OF SAID PLAT FOR PUBLIC UTILITY ACCESS. THE STREETS OF RED WOLF, GRAY WOLF AND PRAIRIE WOLF DRIVE ARE PRIVATE STREETS AND SHALL BE MAINTAINED BY THE LOT OWNERS WITHIN WOLF CREEK ESTATES. IT GUARANTEES A CLEAR TITLE TO THE LAND SO DEDICATED FOR THE PURPOSES HEREIN SET FORTH, FROM ITSELF, ITS HEIRS AND ASSIGNS AND HAS CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT THE TITLE IS CLEAR. IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS _____ DAY OF _____

CASHION HOLDING, LLC
ATTEST: _____ BY: _____
SECRETARY PRESIDENT

STATE OF OKLAHOMA)
) SS
COUNTY OF KINGFISHER)

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, BY DEE A REFLOGLE, PRESIDENT, CASHION HOLDING, LLC

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
COMMISSION NO. _____

BONDED ABSTRACTOR'S CERTIFICATE

THE UNDERSIGNED, A DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES IN AND FOR KINGFISHER COUNTY AND THE STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY SHOW THAT TITLE TO THE LAND SHOWN HEREON AND DESIGNATED AS WOLF CREEK ESTATES IS VESTED IN CASHION HOLDING, LLC AS OF THE _____ DAY OF _____ AND THAT THERE ARE NO ACTIONS PENDING OR JUDGEMENTS OF ANY NATURE IN ANY COURT ON FILE WITH THE CLERK OF ANY COURT IN SAID COUNTY AND SAID STATE AGAINST SAID LAND OR OWNERS THEREOF, THAT THE TAXES ARE PAID FOR THE YEAR _____ AND PRIOR YEARS, THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES AGAINST SAID LAND AND NO TAX DEEDS ARE ISSUED TO ANY PERSON, THAT THERE ARE NO LEINS OR OTHER ENCUMBRANCES OF ANY KIND AGAINST SAID LAND; EXCEPT MORTGAGES, RIGHT-OF-WAY, EASEMENTS, AND MINERAL CONVEYANCES OF RECORD.

IN WITNESS WHEREOF
THIS INSTRUMENT EXECUTED THIS _____ DAY OF _____

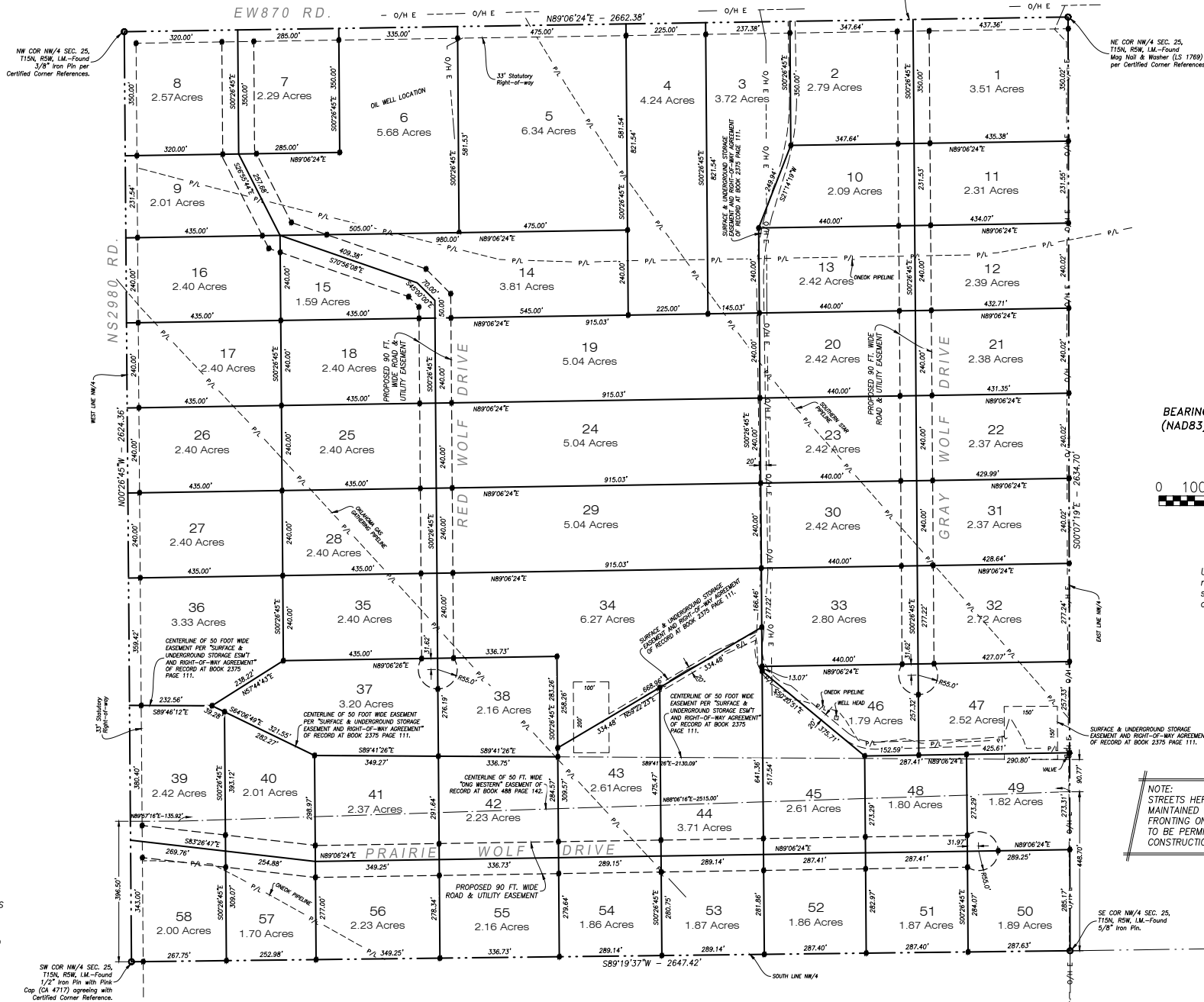
BONDED ABSTRACTOR _____ ATTEST _____

ABSTRACTOR'S NOTARY

STATE OF OKLAHOMA
COUNTY OF KINGFISHER:
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 WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE
THIS _____ DAY OF _____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
COMMISSION NO. _____



SCALE: 1" = 200'
BEARINGS HEREON ARE RELATIVE TO THE GRID (NAD83) BEARING OF N89°06'24"E ALONG THE NORTH LINE OF THE NW/4



POSITIONAL ACCURACY
Unless otherwise noted hereon all monuments established by this survey have a minimum positional accuracy of 0.10 feet.

NOTE: STREETS HEREON ARE PRIVATE AND WILL NOT BE MAINTAINED BY THE COUNTY. ALL DRIVEWAYS FRONTING ONTO THE COUNTY ROADS WILL NEED TO BE PERMITTED BY THE COUNTY PRIOR TO CONSTRUCTION.

SE COR NW/4 SEC. 25, T15N, R5W, LM-Found 5/8" Iron Pin.

LEGEND

○ ~ Denotes found existing monument as noted hereon.
● ~ Denotes 3/8" iron pin set with yellow plastic cap stamped CA 828, unless otherwise noted hereon.

NOTE: LOT DISTANCES HEREON REPRESENT THE DISTANCE BETWEEN LOT CORNERS AND NOT TO THE EASEMENT LINE.

PIPELINE LOCATIONS SHOWN HEREON ARE IN ACCORDANCE WITH MARKINGS FOUND IN THE FIELD. NO ASSURANCE CAN BE MADE THAT ALL PIPELINES, EITHER IN SERVICE OR ABANDONED, HAVE BEEN SHOWN. LOT OWNERS SHOULD CONTACT ONE-811 TO HAVE LINES MARKED PRIOR TO ANY CONSTRUCTION. SEE GENERAL NOTES NUMBER 11 & 12.

GENERAL NOTES

- The easements and rights-of-way hereon per Schedule B, Part II of Title Commitment No. 710102300465 issued by Chicago Title Oklahoma Co. dated February 24, 2023.
- The Right-of-way in favor of Phillips Petroleum recorded in Book 63 Page 535 covers the entire Northwest Quarter.
- The Right-of-way Agreement in favor of Oklahoma Natural Gas Company recorded in Book 76 Page 95 covers the South Half of the Northwest Quarter and affects proposed Lots 27 through 58.
- The Order of Commissioners at Book 75 Page 552 permits the ONG pipeline authorized in Book 76 Page 95 to cross the west line of the Northwest Quarter of Sec. 25, T15N, R5W.
- The Right-of-way Contract in favor of Phillips Petroleum Company recorded in Book 77 Page 405 appears to affect the entire Northwest Quarter.
- The Right-of-way Agreement in favor of Oklahoma Natural Gas Company recorded in Book 196 Page 127 covers the Southwest Quarter of the Northwest Quarter and affects proposed Lots 27, 28, 29, 34 through 43 and 54 through 58.
- Each Gas Storage Agreement in favor of Oklahoma Natural Gas Company recorded at at Book 203 Page 483, Book 198 Page 450, Book 203 Page 486, Book 198 Page 452, Book 199 Page 329, Book 199 Page 331, Book 202 Page 149, Book 202 Page 151, Book 202 Page 153, Book 202 Page 155, Book 203 Page 496, Book 205 Page 348 and Book 239 Page 381 cover the entire Northwest Quarter. These indicate they are lease, easement and rights to store and withdraw natural gas from the underlying strata.
- The Gas Storage Agreements in favor of Oklahoma Natural Gas Company at Book 198 Page 446 (1.67 Acres), Book 198 Page 454 (5.0 Acres), Book 199, Page 333 (10 Acres), Book 199 Page 273 (25 Acres), Book 235 Page 130 (5 Acres) are for various acre amounts within the Northwest Quarter. These indicate they are lease, easement and rights to store and withdraw natural gas from the underlying strata.
- The Right-of-way to Oklahoma Natural Gas Company recorded in Book 351 Page 37 covers the entire Northwest Quarter. It indicates that nothing is to be constructed within 10 feet of its pipeline. No sketch was provided to show which or where the pipeline is located.
- The easement in favor of Cities Service Gas Company recorded in Book 407 Page 290 covers the entire Northwest Quarter.
- The Resolution by County Commissioners recorded in Book 415 Page 324 allows the Cottonwood Creek Conservancy to inundate the North-South road along the west line of Section 25, T15N, R5W, Kingfisher Co.
- ONEOK Gas Transportation, L.L.C. operates and maintains two (2) pipelines and easements within the American Land Exchange Development. A 30" Natural Gas Product Pipeline in a fifty (50) foot wide permanent easement, as shown on the face of the Plat and referenced by the Report of Commissioners Agreement recorded in the Public Records of the County Clerk's office of Kingfisher County, Oklahoma in Book 488, Page 142 and a 16" Natural Gas Product Pipeline in a blanket easement as shown on the face of the Plat and referenced by the Right of Way Agreement recorded in the Public Records of the County Clerk's office of Kingfisher County, Oklahoma in Book 351, Page 37. There can be no lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within 10 feet of the pipeline without written consent of ONEOK.
- ONEOK Gas Storage, L.L.C. operates and maintains three (3) pipelines and Surface Facilities within the American Land Exchange Development in exclusive easements, as defined on the face of the Plat and referenced by the Surface and Underground Storage Easement and Right of Way Agreement recorded in the Public Records of the County Clerk's office of Kingfisher County, Oklahoma in Book 2375, Page 111. ONEOK has been granted an exclusive easement and the owners shall not build, create, or construct, nor allow to be constructed any obstruction including but not limited to, impounded water, buildings, improvements, or other structures within the said Surface Easement and Right of Way, nor shall owners place nor allow to be placed, any debris on or within the Surface Easement and Right of Way, nor change the grade of the Surface of the ground within the Surface Easement and Right of Way, nor remove or interfere in any way with any of the Pipelines and Surface Facilities.

COUNTY TREASURER'S CERTIFICATE

I, _____ COUNTY TREASURER OF KINGFISHER COUNTY, STATE OF OKLAHOMA DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TAX ROLLS OF KINGFISHER COUNTY, STATE OF OKLAHOMA, AND TO THE BEST OF MY KNOWLEDGE THERE ARE NO DUE OR DELINQUENT TAXES ON THE ABOVE DESCRIBED PROPERTY.

COUNTY TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC ON THIS _____ DAY OF _____, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WRITTEN AND FOREGOING INSTRUMENT.

MY COMMISSION EXPIRES: _____
COMMISSION NO.: _____ NOTARY PUBLIC

COUNTY COMMISSIONER'S APPROVAL

APPROVED THIS _____ DAY OF _____ BY THE BOARD OF COUNTY COMMISSIONERS OF KINGFISHER COUNTY, OKLAHOMA.

ATTEST: _____ SECRETARY CHAIRMAN

SURVEYOR'S CERTIFICATE

I, DANNY R. TURNER, A LICENSED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT OF "WOLF CREEK ESTATES", CORRECTLY REPRESENTS A PRUDENT SURVEY MADE UNDER MY SUPERVISION ON THE 28TH DAY OF NOVEMBER, 2023, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS ON NOVEMBER 1, 2020 AND THAT ALL EXTERIOR BOUNDARY MONUMENTS SHOWN HEREON HAVE BEEN PLACED. THE INTERIOR LOT CORNERS WILL BE SET WHEN REQUESTED BY THE CLIENT AND PRIOR TO THE CONVEYANCE OF INDIVIDUAL LOTS.

DANNY R. TURNER
LICENSED PROFESSIONAL LAND SURVEYOR
STATE OF OKLAHOMA, NO. 1248

STATE OF OKLAHOMA
COUNTY OF GARFIELD:
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THE 28TH DAY OF NOVEMBER, 2023, PERSONALLY APPEARED DANNY R. TURNER TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____
COMMISSION NO. _____ NOTARY PUBLIC

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY CERTIFICATE

THE KINGFISHER COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT OF "WOLF CREEK ESTATES" FOR THE USE OF INDIVIDUAL WATER SYSTEMS AND INDIVIDUAL ON-SITE SEWER SYSTEMS ON THE _____ DAY OF _____

ENVIRONMENTAL PROGRAM SPECIALIST
DEPARTMENT OF ENVIRONMENTAL QUALITY

SURVEYOR'S OPINION

To the best of my knowledge, information and belief, a prudent survey was made under my supervision of the land shown hereon, which meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveys adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors on Nov. 1, 2020.

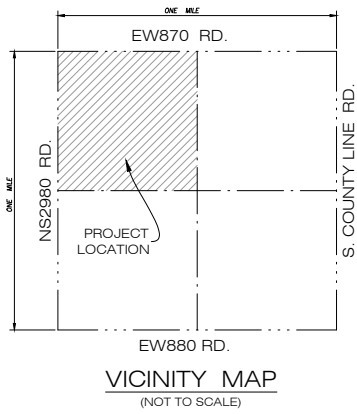
FILE NAME: \20230140\Final Plat Wolf Creek DRWG. NO. 1664

PS PORTERFIELD SURVEYING, INC.
PROFESSIONAL LAND SURVEYING SERVICES
1306 N. Imo Rd., Enid, Oklahoma 73703
Ph. 580-233-0572, Fax 580-233-0583
E-mail: contact@porterfieldsurveying.com
C.A. No. 828, Expiration Date: June 30, 2025

UNRECORDED PLAT MAP

WOLF CREEK ESTATES

A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 25,
TOWNSHIP 15 NORTH, RANGE 5 WEST, INDIAN MERIDIAN,
KINGFISHER COUNTY, OKLAHOMA



OWNER'S CERTIFICATION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
THAT, CASHION HOLDING, LLC DOES HEREBY CERTIFY THAT IT IS THE OWNER OF AND THE ONLY ENTITY OR PERSONS HAVING ANY RIGHT, TITLE, OR INTEREST IN THE HEREIN PLATTED PROPERTY DESCRIBED AS:

The Northwest Quarter of Section Twenty-five (25), Township Fifteen (15) North, Range Five (5) West of the Indian Meridian, Kingfisher County, Oklahoma, being also particularly described as follows:

- Commencing at the Northwest Corner of the Northwest Quarter said Section 25;
- Thence east along the north line of said Northwest Quarter on a grid bearing of North 89 degrees 06 minutes 24 seconds East* a distance of 2662.38 feet to the Northeast Corner of said Northwest Quarter;
- Thence South 00 degrees 07 minutes 19 seconds East along the east line of said Northwest Quarter a distance of 2634.70 feet to the Southeast Corner of said Northwest Quarter;
- Thence South 89 degrees 19 minutes 37 seconds West along the south line of said Northwest Quarter a distance of 2647.42 feet to the Southwest Corner of said Northwest Quarter;
- Thence North 00 degrees 26 minutes 45 seconds West along west line of said Northwest Quarter a distance of 2624.36 feet to the Point of Beginning.

Above described parcel contains 160.25 Acres more or less.
*All bearings shown hereon are relative to the Oklahoma State Plane (NAD83, North Zone) grid bearing of North 89 degrees 06 minutes 24 seconds East along the north line of said Northwest Quarter.

THE ABOVE NAMED OWNER FURTHER CERTIFIES THAT IT HAS CAUSED SAID TRACT TO BE SURVEYED INTO LOTS AND EASEMENTS AND HAS CAUSED THE ACCOMPANYING PLAT TO BE MADE WHICH IT HEREBY ADOPTS AS WOLF CREEK ESTATES, KINGFISHER COUNTY, OKLAHOMA. IT HEREBY DEDICATES ALL EASEMENTS SHOWN WITHIN THE BOUNDARIES OF SAID PLAT FOR PUBLIC UTILITY ACCESS. THE STREETS OF RED WOLF, GRAY WOLF AND PRAIRIE WOLF DRIVE ARE PRIVATE STREETS AND SHALL BE MAINTAINED BY THE LOT OWNERS WITHIN WOLF CREEK ESTATES. IT GUARANTEES A CLEAR TITLE TO THE LAND SO DEDICATED FOR THE PURPOSES HEREIN SET FORTH, FROM ITSELF, ITS HEIRS AND ASSIGNS AND HAS CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT THE TITLE IS CLEAR. IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS ____ DAY OF ____.

CASHION HOLDING, LLC
ATTEST: _____ BY: _____
SECRETARY PRESIDENT
STATE OF OKLAHOMA)
JSS
COUNTY OF KINGFISHER)
THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ BY CODY REPLEGLE, PRESIDENT, CASHION HOLDING, LLC
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
COMMISSION NO. _____

BONDED ABSTRACTOR'S CERTIFICATE

THE UNDERSIGNED, A DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES IN AND FOR KINGFISHER COUNTY AND THE STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY SHOW THAT TITLE TO THE LAND SHOWN HEREON AND DESIGNATED AS WOLF CREEK ESTATES IS VESTED IN CASHION HOLDING, LLC AS OF THE ____ DAY OF ____ AND THAT THERE ARE NO ACTIONS PENDING OR JUDGEMENTS OF ANY NATURE IN ANY COURT ON FILE WITH THE CLERK OF ANY COURT IN SAID COUNTY AND SAID STATE AGAINST SAID LAND OR OWNERS THEREOF, THAT THE TAXES ARE PAID FOR THE YEAR ____ AND PRIOR YEARS, THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES AGAINST SAID LAND AND NO TAX DEEDS ARE ISSUED TO ANY PERSON, THAT THERE ARE NO LEINS OR OTHER ENCUMBRANCES OF ANY KIND AGAINST SAID LAND; EXCEPT MORTGAGES, RIGHT-OF-WAY, EASEMENTS, AND MINERAL CONVEYANCES OF RECORD.

IN WITNESS WHEREOF
THIS INSTRUMENT EXECUTED THIS ____ DAY OF ____

BONDED ABSTRACTOR _____ ATTEST _____
ABSTRACTOR'S NOTARY
STATE OF OKLAHOMA)
COUNTY OF KINGFISHER)
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 WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF THE OFFICE
THIS ____ DAY OF ____
MY COMMISSION EXPIRES: _____
COMMISSION NO. _____ NOTARY PUBLIC



NE COR NW/4 SEC. 25,
T15N, R5W, L4M--Found
Mag Nail & Washer (LS 1769)
per Certified Corner References.

SCALE: 1" = 200'
BEARINGS HEREON ARE RELATIVE TO THE GRID (NAD83) BEARING OF N89°06'24"E ALONG THE NORTH LINE OF THE NW/4



POSITIONAL ACCURACY
Unless otherwise noted hereon all monuments established by this survey have a minimum positional accuracy of 0.10 feet.

NOTE: STREETS HEREON ARE PRIVATE AND WILL NOT BE MAINTAINED BY THE COUNTY. ALL DRIVEWAYS FRONTING ONTO THE COUNTY ROADS WILL NEED TO BE PERMITTED BY THE COUNTY PRIOR TO CONSTRUCTION.

SE COR NW/4 SEC. 25,
T15N, R5W, L4M--Found
5/8" Iron Pin.

LEGEND
○ ~ Denotes found existing monument as noted hereon.
● ~ Denotes 3/8" iron pin set with yellow plastic cap stamped CA 828, unless otherwise noted hereon.

NOTE: LOT DISTANCES HEREON REPRESENT THE DISTANCE BETWEEN LOT CORNERS AND NOT TO THE EASEMENT LINE.

PIPELINE LOCATIONS SHOWN HEREON ARE IN ACCORDANCE WITH MARKINGS FOUND IN THE FIELD. NO ASSURANCE CAN BE MADE THAT ALL PIPELINES, EITHER IN SERVICE OR ABANDONED, HAVE BEEN SHOWN. LOT OWNERS SHOULD CONTACT ONE-811 TO HAVE LINES MARKED PRIOR TO ANY CONSTRUCTION. SEE GENERAL NOTES NUMBER 11 & 12.

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GENERAL NOTES
- The easements and rights-of-way hereon per Schedule B, Part II of Title Commitment No. 71020300465 issued by Chicago Title Oklahoma Co. dated February 24, 2023.
 - The Right-of-way in favor of Phillips Petroleum recorded in Book 63 Page 535 covers the entire Northwest Quarter.
 - The Right-of-way Agreement in favor of Oklahoma Natural Gas Company recorded in Book 76 Page 95 covers the South Half of the Northwest Quarter and affects proposed Lots 27 through 58.
 - The Order of Commissioners at Book 75 Page 552 permits the ONG pipeline authorized in Book 76 Page 95 to cross the west line of the Northwest Quarter of Sec. 25, T15N, R5W.
 - The Right-of-way Contract in favor of Phillips Petroleum Company recorded in Book 77 Page 405 appears to affect the entire Northwest Quarter.
 - The Right-of-way Agreement in favor of Oklahoma Natural Gas Company recorded in Book 196 Page 127 covers the Southwest Quarter of the Northwest Quarter and affects proposed Lots 27, 28, 29, 34 through 43 and 54 through 58.
 - Each Gas Storage Agreement in favor of Oklahoma Natural Gas Company recorded at at Book 203 Page 483, Book 198 Page 450, Book 203 Page 486, Book 198 Page 452, Book 199 Page 329, Book 199 Page 331, Book 202 Page 149, Book 202 Page 151, Book 202 Page 153, Book 202 Page 155, Book 203 Page 486, Book 205 Page 348 and Book 239 Page 381 cover the entire Northwest Quarter. These indicate they are lease, easement and rights to store and withdraw natural gas from the underlying strata.
 - The Gas Storage Agreements in favor of Oklahoma Natural Gas Company at Book 198 Page 446 (1.67 Acres), Book 198 Page 454 (5.0 Acres), Book 199 Page 333 (10 Acres), Book 199 Page 273 (25 Acres), Book 239 Page 130 (5 Acres) are for various acre amounts within the Northwest Quarter. These indicate they are lease, easement and rights to store and withdraw natural gas from the underlying strata.
 - The Right-of-way to Oklahoma Natural Gas Company recorded in Book 351 Page 37 covers the entire Northwest Quarter. It indicates that nothing is to be constructed within 10 feet of its pipeline. No sketch was provided to show which or where the pipeline is located.
 - The easement in favor of Citiles Service Gas Company recorded in Book 407 Page 290 covers the entire Northwest Quarter.
 - The Resolution by County Commissioners recorded in Book 415 Page 324 allows the Cottonwood Creek Conservancy to inundate the North-South road along the west line of Section 25, T15N, R5W, Kingfisher Co.
 - ONEOK Gas Transportation, L.L.C. operates and maintains two (2) pipelines and easements within the American Land Exchange Development. A 30" Natural Gas Product Pipeline in a fifty (50) foot wide permanent easement, as shown on the face of the Plat and referenced by the Report of Commissioners Agreement recorded in the Public Records of the County Clerk's office of Kingfisher County, Oklahoma in Book 488, Page 142 and a 16" Natural Gas Product Pipeline in a blanket easement as shown on the face of the Plat and referenced by the Right of Way Agreement recorded in the Public Records of the County Clerk's office of Kingfisher County, Oklahoma in Book 351, Page 37. There can be no lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within 10 feet of the pipeline without written consent of ONEOK.
 - ONEOK Gas Storage, L.L.C. operates and maintains three (3) pipelines and Surface Facilities within the American Land Exchange Development in exclusive easements, as defined on the face of the Plat and referenced by the Surface and Underground Storage Easement and Right of Way Agreement recorded in the Public Records of the County Clerk's office of Kingfisher County, Oklahoma in Book 2375, Page 111. ONEOK has been granted an exclusive easement and the owners shall not build, create, or construct, nor allow to be constructed any obstruction including but not limited to, impounded water, buildings, improvements, or other structures within the said Surface Easement and Right of Way, nor shall owners place nor allow to be placed, any debris on or within the Surface Easement and Right of Way, nor change the grade of the Surface of the ground within the Surface Easement and Right of Way, nor remove or interfere in any way with any of the Pipelines and Surface Facilities.

COUNTY TREASURER'S CERTIFICATE

I, _____, COUNTY TREASURER OF KINGFISHER COUNTY, STATE OF OKLAHOMA DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TAX ROLLS OF KINGFISHER COUNTY, STATE OF OKLAHOMA, AND TO THE BEST OF MY KNOWLEDGE THERE ARE NO DUE OR DELINQUENT TAXES ON THE ABOVE DESCRIBED PROPERTY.

COUNTY TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC ON THIS ____ DAY OF _____, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WRITTEN AND FOREGOING INSTRUMENT.

MY COMMISSION EXPIRES: _____
COMMISSION NO.: _____ NOTARY PUBLIC

COUNTY COMMISSIONER'S APPROVAL

APPROVED THIS ____ DAY OF _____ BY THE BOARD OF COUNTY COMMISSIONERS OF KINGFISHER COUNTY, OKLAHOMA.

ATTEST: _____ SECRETARY _____ CHAIRMAN

PERMANENCY CERTIFICATE

I DO HEREBY CERTIFY THAT THIS PLAT FULFILLS THE PERMANENCY REQUIREMENTS OF OKLAHOMA STATUTES.

DANNY R TURNER

SURVEYOR'S CERTIFICATE

I, DANNY R. TURNER, A LICENSED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT OF "WOLF CREEK ESTATES", CORRECTLY REPRESENTS A PRUDENT SURVEY MADE UNDER MY SUPERVISION ON THE 10TH DAY OF NOVEMBER, 2023, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS ON NOVEMBER 1, 2020 AND THAT ALL EXTERIOR BOUNDARY MONUMENTS SHOWN HEREON HAVE BEEN PLACED. THE INTERIOR LOT CORNERS WILL BE SET WHEN REQUESTED BY THE CLIENT AND PRIOR TO THE CONVEYANCE OF INDIVIDUAL LOTS.

DANNY R. TURNER
LICENSED PROFESSIONAL LAND SURVEYOR
STATE OF OKLAHOMA, NO. 1248

STATE OF OKLAHOMA
COUNTY OF GARFIELD)
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THE 10TH DAY OF NOVEMBER, 2023, PERSONALLY APPEARED DANNY R. TURNER TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.
MY COMMISSION EXPIRES: _____
COMMISSION NO. _____ NOTARY PUBLIC

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY CERTIFICATE

THE KINGFISHER COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT OF "WOLF CREEK ESTATES" FOR THE USE OF INDIVIDUAL WATER SYSTEMS AND INDIVIDUAL ON-SITE SEWER SYSTEMS ON THE ____ DAY OF ____.

ENVIRONMENTAL PROGRAM SPECIALIST
DEPARTMENT OF ENVIRONMENTAL QUALITY

SURVEYOR'S OPINION

To the best of my knowledge, information and belief, a prudent survey was made under my supervision of the land shown hereon, which meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveys adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors on Nov. 1, 2020.

FILE NAME: \20230140\Final Plat Wolf Creek DRWG. NO. 1664

PS PORTERFIELD SURVEYING, INC.
PROFESSIONAL LAND SURVEYING SERVICES

1306 N. Ima Rd., Enid, Oklahoma 73703
Ph. 580-233-0572, Fax 580-233-0583
E-mail: contact@porterfieldsurveying.com
C.A. No. 828, Expiration Date: June 30, 2025

UNRECORDED PLAT MAP



**DECLARATION
OF COVENANTS,
CONDITIONS, &
RESTRICTIONS**



DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS

I-2024-000406 Book 3530 Pg 67
01/30/2024 3:24pm Pg 0067-0076
Fee: \$34.00 Doc: \$0.00
Jeannie Boevers - Kingfisher County Clerk
State of Oklahoma



9/39

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOLF CREEK ESTATES

This Declaration is made this 6th day of December, 2023, by the undersigned for the purpose of providing an orderly development of the hereinafter described property and for the purpose of providing adequate restrictive covenants for the benefit of the Declarant and its successors in title to the property.

The property which is the subject of the Declaration (the "Property") is described as follows:

The Northwest Quarter of Section 25, Township 15 North, Range 5 West, Indian Meridian, Kingfisher County, Oklahoma

The Declarant is the sole owner of the Property.

The Declarant desires to subject the Property and the lots located therein (the "Lots") to the covenants, conditions and restrictions set forth below.

The Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. §§ 851-855, as amended).

The covenants, conditions and restrictions set forth shall run with the Property and shall be binding on all successors in title, and any person, corporation, trust, partnership, or other legal entity whatsoever who may hereafter own an interest in the Property, either directly or indirectly, through subsequent transfers, or in any manner whatsoever, by operation of law or otherwise.

Therefore, the Declarant does hereby impose the following covenants, conditions, and restrictions on the Property, and does hereby declare that the Property shall be held, sold and conveyed subject to such covenants, conditions and restrictions.

1. No tract or lot, as indicated and numbered on the plat of Wolf Creek Estates, a recorded subdivision in Kingfisher County, Oklahoma, shall have more than two (2) residences, homes, living quarters, etc.
2. The floor area of the main structure of the home, home, or living quarters, exclusive of porches, basements, and garage(s), shall not be less than 450 square feet and shall be built out of new material.
3. No container homes are allowed.
4. No temporary housing is allowed.
5. All mobile homes must be Twenty (20) year or newer.
6. General purpose farm, garden, and nursery, provided that any crop or product grown or produced on the premises is not sold on or near the lot where it is produced.
7. Livestock will be restricted to one livestock animal per one acre of land owned by the homeowner. Livestock is defined as horses, mares, mules, jacks, jennies, colts, cows, calves, yearlings, bulls, sheep, goats, lambs, hogs, and pigs.

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS

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8. Fowl will be restricted to ten (10) fowl per acre owned.
9. Lots should be kept free of junk or debris visible from the road, maintaining a clean and well-kept appearance.
10. The owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive noise, light or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority.
11. No commercial cannabis grow operations are allowed.
12. A Lot shall not be subdivided, nor shall any part less than the whole thereof be sold or otherwise transferred.
13. No building structure or any part thereof shall be located, placed, or maintained within ten feet (10') of the side and back Lot line of any Lot. No building structure or part thereof shall be erected or maintained within twenty feet (20') of the perimeter of the road and utility easement at the front of the property.
14. No overnight parking of any vehicle on any road or street is permitted.
15. Pets or animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. Pets or animals must always be leashed or confined within enclosed area while within the development premises.
16. No signs or billboards shall be displayed to the public view on any residential Lot except signs placed by builders or licensed realtors or other agents for the sale or rental of property and such other signs as are approved by the Board.
17. Each owner shall pay road maintenance assessments of \$300 per year. In addition, each Property and such Property's owner is and shall be subject to the certain BY-LAWS OF THE ASSOCIATION attached hereto or as are filed or may hereafter be filed, or thereafter amended, as applicable, with respect to the Wolf Creek Estates Declaration of Covenants, Conditions and Restrictions.
18. Beginning with the conveyance of each Lot from the Declarant to any owner, assessments shall be due annually in advance unless another date is specified by written notice from the Board of Directors. In the event the ownership of a Lot commences on a day other than the beginning of a year, the assessment for that year shall be prorated.
19. In addition to the annual assessments hereof, the Board of Directors may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected cost, repair, or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto.
20. Declarant shall not be responsible for payment of assessments for any Lots in which title is held by Declarant.
21. An owner of a Lot, upon becoming an owner, shall mandatorily become a member of the Association and shall remain a member for the period of his/her ownership. The Association shall be governed by a Board of Directors as is provided in the By-Laws

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS

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- of the Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation.
22. Each owner shall comply strictly with the provisions of this Declaration, the By-Laws of the Association and the rules, regulations, decisions, and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due including, but not limited to, fines imposed for violating the covenants, conditions and restrictions on the Property in the amount of \$50.00 per day so long as the violation continues, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the owners or in a proper case, by an aggrieved owner.
23. Voting in the Association or as to any Amendment to this Declaration shall be on a per Lot basis. The Declarant shall have three (3) votes for each Lot owned by it, developed or not. All other owners shall have one (1) vote per Lot owned and must be in good standing.
24. All sums assessed but unpaid for dues chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot prior to all other liens except the following: (1) assessments, liens and a charges for such taxes past due and unpaid liens; (2) judgments entered in a Court of record prior to the date of the assessment; (3) mortgage instruments of encumbrance duly recorded prior to the date of such assessment; (4) mechanic's and materialman's liens arising from labor performed or material furnished chargeable to owner of a Lot duly recorded prior to the date of such assessment. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association and shall be recorded in the office of the County Clerk of Kingfisher County, Oklahoma. Such lien shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting owner's Lot subsequent to the recording of a notice or claim thereof by the Association and like manner as a mortgage on real property. In any such proceedings, the owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and in the event of foreclosure proceedings, the additional costs, expenses, and attorney's fees incurred. The owner of the Lot being foreclosed shall be required to pay to the Association the yearly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgage holding a lien on a Lot may pay, but shall not be required to pay, any unpaid expenses payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot owner.

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS

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- 25. Upon the sale or conveyance of a Lot, all unpaid assessments and/or sums due against the seller-Owner for his pro rata share of the expenses, including interest, and reasonable attorney's fees incurred in collection, shall be paid out of the sales price or by the purchaser.
- 26. This Declaration shall not be revoked unless all of the owners unanimously consent and agree to such revocation by instruments) duly recorded. This Declaration shall not be amended unless the owners representing an aggregate ownership interest of ninety percent (90%), or more, of the Lots consent and agree to such amendment by instruments) duly recorded. However, Declarant may amend this Declaration at any time.

DECLARANT:

CASHION HOLDINGS, LLC


Dee A. Replogle III, Manager/Member

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF oklahoma)

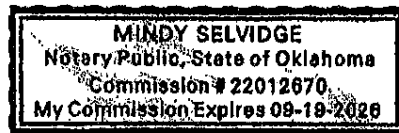
Before me, the undersigned, a Notary Public in and for said County and State, on this 6 day of December, 2023, personally appeared Dee A. Replogle III, as Manager/Member of Cashion Holdings, LLC, to me known to be the identical person who executed the within and foregoing Declaration, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Cashion Holdings, LLC for the uses and purposes therein set forth.

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


Notary Public

My Commission Expires:

9-19-2026



DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS

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State of Oklahoma

PURPOSES AND BY-LAWS OF THE ASSOCIATION

The purposes for which the Association is formed are hereinabove set forth as well as hereinafter described and shall be governed by the by-laws, rules and regulations set forth herein or as hereinafter adopted by the Board of Directors/Trustees of the Association.

1. Regular meetings. A regular meeting of the members shall be held by the Association at least once a year for the purpose of electing a Board of Directors/Trustees and transacting such other business as may come before the meeting. The first meeting of the Association shall be held within sixty (60) days after the date by which seventy-five percent (75%) of the Lots have been conveyed to owners, or at such earlier time as determined by Declarant. Thereafter, the regular meeting of the Association shall be held on the second Tuesday in the month of March of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of these By-laws. The owners may also transact such other business of the Association as may properly come before them.

(a) Notice of regular meeting. Notice of each regular meeting of the members shall be given. Such notice must state the time and place of the meeting, and that the purpose thereof are the election of a Board of Directors/Trustees and the transaction of such other business as may come before the meeting, a copy thereof shall be emailed or mailed to each member of the Association; such notices shall be deposited in the post office with postage prepaid, at least 15 days prior to the time for holding such meeting.

(b) Special meetings. Except where otherwise prescribed by law or elsewhere in these restrictions and covenants, a special meeting of the members may be called at any time by the President, or by the Board of Directors/Trustees or by members of the Association having no less than ten votes.

(c) Notice of special meetings. Notice of each special meeting of the members shall be given. Such notices must state the time and place of the meeting, and the business to be transacted at the meeting; a copy thereof shall be emailed or mailed to each member of the Association; such notice shall be deposited in the post office with postage prepaid, at least 10 days prior to the time for holding such meeting.

(d) Place of meeting. All meetings shall be held in Kingfisher County, Oklahoma, preferably within the addition.

2. Number. Until the first annual meeting of the Association, the affairs of the Association shall be governed by Declarant. At such first meeting, there shall be elected any three (3) to five (5) members of the Association to the Board of Directors, a majority of whom must be Lot owners and who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified. The Association powers, business, and property, both real and personal, shall be exercised, conducted and controlled by a Board of Directors/Trustees. The Board of Directors may also be known as a Board of Trustees and the use of directors and/or trustees shall be synonymous.

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS

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(a) Election. At the first annual meeting of the Association the term of office of one Director shall be fixed at three (3) years; the term of office of the second Director shall be fixed at two (2) years; and the term of office of the remaining Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided.

(b) Vacancies. Vacancies in the Board of Directors shall be filled by the other directors in office; and such persons shall hold office until the election of their successor by the members.

Any director who ceases to be a member or who breaches or becomes in default of any contract or agreement with the Association, or who as an owner of property and/or a residence breaches or becomes in default of this Declaration, shall cease to be a member of the board as soon as a majority of the board passes a resolution to such effect. The vacancy caused thereby shall be filled by the directors.

(c) First meeting of directors or trustees. Immediately after each election of directors the newly elected directors shall hold a regular meeting and shall elect a president, a vice president, and a secretary and treasurer, and transact any other business deemed necessary.

(d) Regular meetings of trustees. In addition to the special meetings mentioned, a regular meeting of the board of directors or trustees shall be held in Kingfisher County, Oklahoma, at such time and place as the board may direct, but not less than every six months.

(e) Special Meetings. A special meeting of the board of directors shall be held whenever called by the president or by a majority of the directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, signed by the person or persons making the same, addressed and delivered to the secretary, and shall state the time and place of the meeting.

(f) Notice of regular or special meetings shall be emailed or mailed. Notice of regular or special meetings shall be mailed to each director at least 10 days prior to the time set for the meeting unless specifically waived.

(g) Quorum. Two directors shall constitute a quorum of the board at all meetings and the affirmative vote of at least two directors shall be necessary to pass any resolution or authorize any Association Act.

(h) Compensation. Each member of the board of directors shall receive no compensation, but may by resolution be refunded any actual expenses incurred in the performance of the duties and obligations as such on behalf of the Association.

3. Powers of Directors or Trustees. The Directors/Trustees shall have the power:

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS

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(a) To call special meetings of the members when they deem it necessary, and they shall call a meeting any time upon the written request of 10 of the members of the Association.

(b) To appoint and remove at pleasure, all officers, agents, and employees of the Association, prescribe their duties, fix their compensation and require from them, if advisable, security for faithful service.

(c) To select one or more banks to act as depository of the funds of the Association and determine the manner of receiving, depositing and disbursing the funds and the form of checks and the person or persons by whom same shall be signed, with the power to change such banks and the person or persons signing said checks and the forms thereof at will, provided all withdrawals shall require the signature of not less than two officers of the Association.

(d) To conduct, manage and control the affairs and business of the Association and to make rules and regulations for the guidance of the officers and management of its affairs.

(e) To control, maintain, manage, and improve the Drainage Channels as well as the common Private Roads within the property as hereinbefore described, and to enforce all covenants contained herein and applicable to said addition for the maintenance, assessment and the collection as well as the enforcement of collection thereof against all persons and property liable therefore, as specifically provided in these covenants and restrictions.

4. Duties of Directors or Trustees. It shall be the duty of the board of directors or trustees:

(a) To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the members, showing in detail the condition of the affairs of the Association.

(b) To determine the maintenance-assessment or assessments, to collect same as well as enforce legal proceedings if necessary, the collection of the same against all persons or property liable therefore.

(c) To control, maintain, manage, and improve as determined reasonable and necessary for the preservation, upkeep as well as the natural protection and convenience of all members of the Association of the Drainage Channels and the common Private Roadways within said addition.

(d) To do all things necessary and incidental to the keeping and carrying out of the purposes, affairs and interests of the Association.

5. The officers of the Association shall be a president, vice president, secretary, and treasurer, together with any other administration officers which the board of directors may see fit in its discretion to provide for by resolution entered upon its minutes.

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS

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6. The President. If at any time the president shall be unable to act, the vice president shall take his/her place and perform his/her duties; and if the vice president shall be unable to act, the board shall appoint a director to do so. The president or such vice president or director:

(a) shall preside over all meetings of the members and directors.

(b) shall sign, as president on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors/Trustees.

(c) shall call the directors together whenever he/she deems it necessary, and subject to the majority vote of the directors, shall discharge such other duties as may be required of him/her by these by-laws or by the board.

7. Secretary and Treasurer. It shall be the duty of the secretary and treasurer:

(a) To keep record of the proceedings of the meeting of the board of directors and of the members.

(b) To affix his/her signature, together with any Association seal if one is adopted by the board of directors, in attestation of all record, contracts, and other papers requiring such seal and/or attestation.

(c) To keep a proper membership book, showing the name and addresses of each member of the Association, the number of votes of such member, the effective membership, cancellation, or transfer.

(d) To keep a record of all assessments, the name and address of the person(s) liable therefore, as well as a description of the real property against which such assessments constitutes a lien, and all payments thereof or made thereon.

(e) To receive and deposit all funds of the Association, to pay out funds as authorized by the Board of Directors, and account for all receipts, disbursements, and balance on hand.

(f) To furnish a bond in such form and in such amount as the board of directors may from time to time require, if any.

(g) To discharge such other duties as pertain to his/her, office or may be prescribed by the board of directors.

(h) To email or mail all notices of meeting as required by the by-laws.

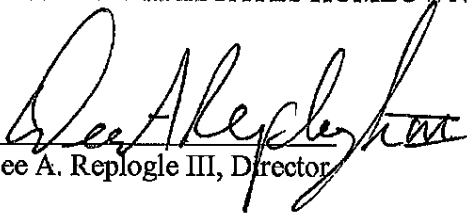
8. Miscellaneous. In the event that any inconsistency or conflict exists between the items of the Declaration, these By-laws, or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration. In the event that any dispute between owners arises involving any of the Common Elements or any other matters concerning the Addition it shall be resolved by the Board of Directors.

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS

1-2024-000405 Book 3630 Pg 76
01/30/2024 3:24pm Pg 0067-0075
Fee: \$34.00 Doc: \$0.00
Jeannie Boevers - Kingfisher County Clerk
State of Oklahoma

IN WITNESS WHEREOF, the undersigned owner has caused this instrument to be executed by its Manager, at Oklahoma City, Oklahoma this 6 day of December, 2023.

WOLF CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.



Dee A. Replogle III, Director

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
COUNTY OF Oklahoma) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 6 day of December, 2023, personally appeared Dee A. Replogle III, as Director of Wolf Creek Estates Homeowners' Association, Inc., to me known to be the identical person who executed the within and foregoing Declaration, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Wolf Creek Estates Homeowners' Association, Inc. for the uses and purposes therein set forth.

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


Notary Public

My Commission Expires:

9-19-2026

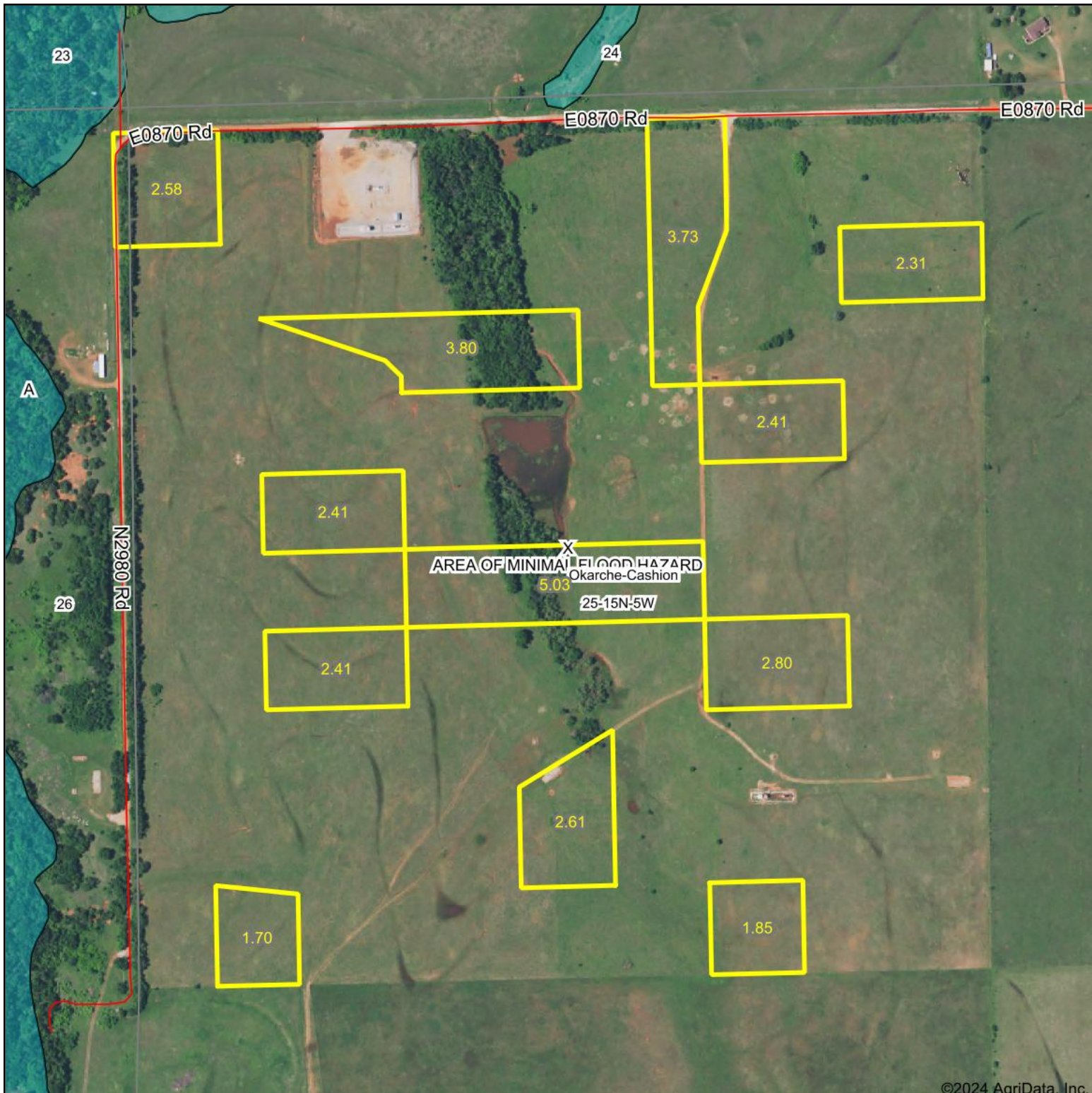




FLOOD ZONE MAP



FLOOD ZONE MAP



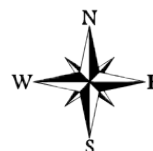
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Boundary Center: 35° 45' 4.47, -97° 41' 14.66



25-15N-5W
Kingfisher County
Oklahoma



Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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1/4/2024

Flood related information provided by FEMA



TAX STATEMENT

TAX STATEMENT

Tax Roll Inquiry

Kingfisher County Treasurer



Robin L. Rother, Treasurer
101 South Main, Room 4, Kingfisher, OK 73750
Phone: 405-375-3827
Fax: 405-375-3986
E-Mail: kfcotreasurer@pldi.net



Owner Name and Address

CASHION HOLDINGS LLC
3000 W MEMORIAL RD STE 123601
OKLAHOMA CITY OK 73120-0000

Taxroll Information

Tax Year : 2023
Property ID : 0000-25-15N-05W-2-000-00
Location :
School District : 89A CASHION RURAL Mills : 94.29
Type of Tax : Real Estate
Tax ID : 199

Legal Description and Other Information:

NW4 25-15N-05W 160.00 Acres

Assessed Valuations	Amount	Tax Values	Amount
Land	2218	Base Tax	209.00
Improvements	0	Penalty	0.00
Net Assessed	2218	Fees	0.00
		Payments	209.00
		Total Paid	209.00
		Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
12/01/2023	2125	Check	Taxes	209.00	GREAT PLAINS LAND HOLDINGS, LLC->Check# 1171



PRELIMINARY TITLE



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Commitment Number:

710102300465

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 EXTRACTIONAL 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, Chicago Title Insurance Company, a 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Authorized Officer or Agent

Charles Francis, Vice President-Title Operations

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PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 710102300465

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Oklahoma Co. 3401 NW 63rd, Suite 300 Oklahoma City, OK 73116 Main Phone: (405)840-9191	Escrow Officer: Angela Engelken Chicago Title Oklahoma Co. 3600 NW 138th Street, Suite 100 Oklahoma City, OK 73134 Phone: 405-607-8812 Main Phone: 405-752-1100 Main Fax: 405-752-5626 Email: Angela.Engelken@ctt.com

Date Prepared: March 6, 2023
-KB / -KB /

Order Number: 710102300465

Property Address: 159 Acres - E870 Road, Cashion, OK 73016

SCHEDULE A

1. Commitment Date: February 24, 2023 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2021
Proposed Insured: Great Plains Land Holdings, LLC and/or assigns
Proposed Policy Amount: \$886,425.00
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:
Nan Brady, LLC by Warranty Deed recorded December 18, 2012 in Book 2558, Page 212
and
Earl R. Brady or Nan L Brady, trustees of the Brady Trust dated April 26, 2017 by Warranty Deed recorded May 1, 2017 in Book 3014, Page 231.
5. The Land is described as follows:
For Tax Map ID(s): 199

The Northwest Quarter (NW/4) of Section Twenty-five (25), in Township Fifteen (15) North, Range Five (5) West of the Indian Meridian, Kingfisher County, Oklahoma.

END OF SCHEDULE A

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PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 710102300465

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. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
7. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

END OF ITEMS

NOTE 1: This Commitment will remain effective for a period of 180 days from February 24, 2023 at 07:30 AM.

NOTE 2: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. Exceptions to this practice must be approved by the Company in advance.

NOTE 3: If the application for title insurance was placed by reference to only a street address or tax identification number:
Based on our records, we believe that the description in this commitment covers the parcel requested, however, if the legal description is incorrect a new commitment must be prepared.
If the legal description is incorrect, in order to prevent delays, the seller/buyer/borrower must provide the Company and/or settlement agent with the correct legal description intended to be the subject of this transaction.

END OF SCHEDULE B, PART I

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PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 710102300465

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 shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Ad Valorem taxes for 2023, and subsequent years, amounts of which are not ascertainable, due or payable.
8. All interest in and to all oil, gas, coal, metallic ores and other minerals in and under and that may be produced from insured premises, and all rights, interests and estates of whatsoever nature incident to or growing out of said outstanding minerals.
9. Statutory Roadway Easement in favor of the State of Oklahoma across the all section lines of subject property.
10. Right of Way in favor of Philips Petroleum recorded in Book 63, Page 535.
11. Right of Way in favor of Oklahoma Natural Gas Company recorded in Book 76, Page 95.
12. Order of Commissioners recorded in Book 75, Page 552.
13. Right of Way in favor of Phillips Petroleum recorded in Book 77, Page 405.
14. Right of Way in favor of Oklahoma Natural Gas recorded in Book 196, Page 127.

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PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 710102300465

SCHEDULE B, PART II EXCEPTIONS (continued)

15. Gas Storage Agreement recorded in Book 203, Page 483.
16. Gas Storage Agreement recorded in Book 198, Page 450.
17. Gas Storage Agreement recorded in Book 199, Page 331.
18. Gas Storage Agreement recorded in Book 202, Page 149.
19. Gas Storage Agreement recorded in Book 202, Page 151.
20. Gas Storage Agreement recorded in Book 202, Page 153.
21. Gas Storage Agreement recorded in Book 202, Page 155.
22. Gas Storage Agreement recorded in Book 203, Page 486.
23. Gas Storage Agreement recorded in Book 198, Page 446.
24. Gas Storage Agreement recorded in Book 199, Page 273.
25. Gas Storage Agreement recorded in Book 198 Page 452.
26. Gas Storage Agreement recorded in Book 198 Page 455.
27. Gas Storage Agreement recorded in Book 199 Page 329.
28. Gas Storage Agreement recorded in Book 199 Page 333.
29. Gas Storage Agreement recorded in Book 201 Page 240.
30. Gas Storage Agreement recorded in Book 205 Page 348.
31. Gas Storage Agreement recorded in Book 239 Page 381.
32. Gas Storage Agreement recorded in Book 235 Page 130.
33. Right of Way in favor of Oklahoma Natural Gas Company recorded in Book 351, Page 37.
34. Easement in favor of Cities Services Gas Company recorded in Book 407, Page 290.

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PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 710102300465

**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

35. Report of Commissioners recorded in Book 415, Page 324.

END OF SCHEDULE B, PART II

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PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 710102300465

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;
- (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.
- (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.

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PRELIMINARY TITLE

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 710102300465

(continued)

- (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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

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PROPERTY PHOTOS

SOUTHWEST CORNER VIEW



NORTHEAST CORNER VIEW



SOUTH VIEW



LOT 3



LOT 8



LOT 11



LOT 11



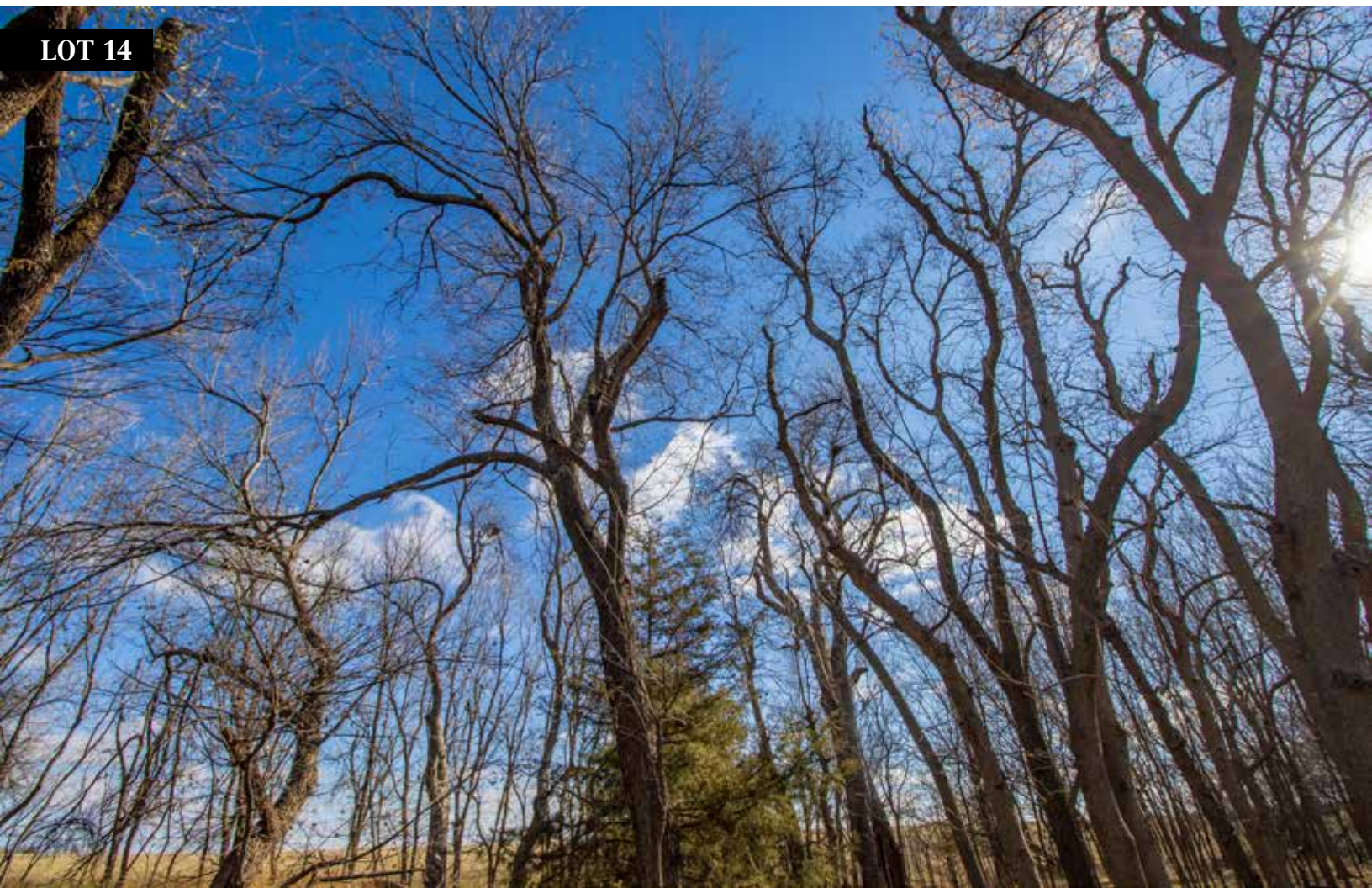
LOT 14



LOT 14



LOT 14



LOT 14



LOT 20



LOT 25



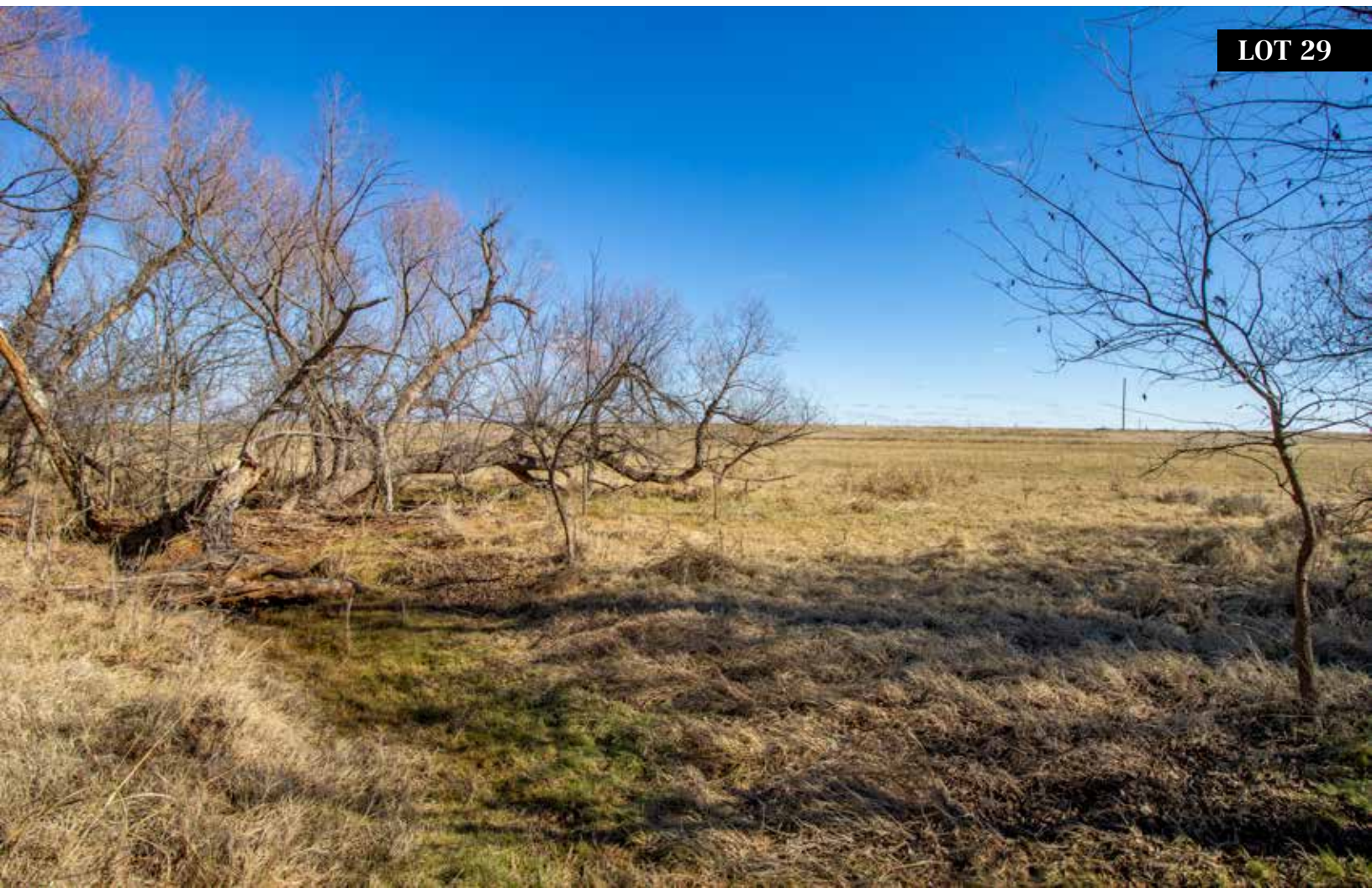
LOT 29



LOT 29



LOT 29



LOT 29



LOT 33



LOT 35



LOT 43



LOT 43



LOT 52



LOT 52



LOT 57





Auction Manager: **BRENT WELLINGS**

405.332.5505 • brent@schraderauction.com

Lic#158091



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