



Property:

213 South Main Street, Stillwater, Oklahoma

Auction Manager:

Brent Wellings • 405-332-5505

SEALED BID PACKET

Sealed Bid Deadline:

5:00 o'clock p.m. (CDT) on Wednesday, April 2, 2025

Contents:

- Bidder Instructions
- Disclosure to Buyer of Brokerage Duties, Responsibilities and Services
- Form of Agreement to Purchase
- Preliminary title insurance schedules dated February 20, 2025 prepared by Community Escrow & Title Co. (with copies of recorded exception documents)

BIDDER INSTRUCTIONS

(Sealed Bid Auction for real estate in Payne County, Oklahoma
located at 213 South Main Street, Stillwater, OK)

1. These Bidder Instructions are provided as part of a Sealed Bid Packet prepared for purposes of the sealed bid auction advertised and conducted by Schrader Real Estate and Auction Company, Inc. on behalf of Twin Creek Realty, L.L.C. ("Seller") with respect to certain real estate located at 213 South Main Street, Stillwater, Oklahoma in Payne County.
2. Do not submit a bid unless and until you have received and are familiar with the entire Sealed Bid Packet. In addition to these Bidder Instructions, the Sealed Bid Packet also includes:
 - Oklahoma form of "Disclosure to Buyer of Brokerage Duties, Responsibilities and Services";
 - Blank form of Agreement to Purchase; and
 - Preliminary title insurance schedules dated February 20, 2025 prepared by Community Escrow & Title Co. (including copies of recorded exception documents).
3. **To submit a bid:**
 - (a) Complete, sign and date the Signature Page of the Agreement to Purchase:
 - i. Write in your Bid Amount;
 - ii. Write in the date, Buyer's name and all requested Buyer-related information; and
 - iii. Sign as Buyer (or as the authorized officer/agent of an entity identified as Buyer).
 - (b) Print and sign your name and write the date at the bottom of the "Disclosure to Buyer of Brokerage Duties, Responsibilities and Services" form.
 - (c) Prepare a check for the 10% earnest money deposit payable to "Community Escrow & Title Co."
 - (d) Prepare a sealed bid envelope by writing "Sealed Bid for 213 S. Main, Stillwater, OK" and the name and address of the bidder on the outside front of the envelope.
 - (e) Place the earnest money check, the entire Agreement to Purchase (completed, signed and dated by the bidder) and the Information About Brokerage Services form (initialed and dated) in the sealed bid envelope and send or deliver to the Auction Manager, Brent Wellings, as follows:

Via overnight courier, U.S. Mail
or personal delivery to:
Attn: Brent Wellings
101 N. Main St.
Stillwater, OK 74075
4. Regardless of the method of delivery, whether in person or by mail or courier, your bid must be **RECEIVED** not later than 5:00 o'clock p.m. (CDT) on Wednesday, April 2, 2025.
5. **A 4% BUYER'S PREMIUM WILL BE AUTOMATICALLY ADDED TO YOUR BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.**

Note: If sending via mail or courier, you must allow sufficient time for delivery **and receipt** before the sealed bid deadline.

6. **Your bid must be accompanied by an earnest money deposit in the form of a cashier's check, personal check or company check payable to "Community Escrow & Title Co.". The earnest money deposit must be at least ten percent (10%) of the bid amount written on the Signature Page of the Agreement to Purchase.**
7. If your bid is accepted, your earnest money check will be delivered to Community Escrow & Title Co., as the Escrow Agent, to be deposited and held in escrow pursuant to the terms of the Agreement to Purchase. If your bid is not accepted on or before 11:59 o'clock p.m. (CDT) on Thursday, April 3, 2025, your earnest money check will be returned to you via U.S. Regular Mail at the Buyer's address provided on the Signature Page of the Agreement to Purchase submitted with your bid.
8. The submission of a bid constitutes an offer which, if accepted by Seller, shall constitute a binding contract for the sale and purchase of the Property in accordance with the terms contained in the Agreement to Purchase. Do not submit a bid unless and until you are familiar with the entire Agreement to Purchase, including but not limited to the disclosures and disclaimers set forth in Section 23 of the Agreement to Purchase.
9. If any provision of the Agreement to Purchase conflicts with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of the Agreement to Purchase shall control.
10. Seller reserves the right, in its sole judgment and discretion, to accept or reject any bid (and to waive any irregularity or informality in the submission of any bid).
11. Schrader Real Estate and Auction Company, Inc. and its affiliated agents are exclusively the agents of the Seller.

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| <p>These Bidder Instructions and the form of Agreement to Purchase were prepared by an attorney who represents only the Auction Company. The Buyer and Seller are responsible for consulting with their own respective attorneys regarding this Sealed Bid Packet and/or any document or transaction relating to the property.</p> |
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OKLAHOMA REAL ESTATE COMMISSION*This is a legally binding Contract; if not understood, seek advice from an attorney.***DISCLOSURE TO BUYER OF BROKERAGE DUTIES,
RESPONSIBILITIES AND SERVICES**

This notice may be part of or attached to any of the following:

☐ Buyer Brokerage Agreement

 ☒ Contract of Sale of Real Estate

 ☐ Other _____

1. DUTIES AND RESPONSIBILITIES. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- b. unless specifically waived in writing by a party to the transaction:
 1. receive all written offer and counteroffers;
 2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
 3. present timely all written offers and counteroffers.
- c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- e. timely account for all money and property received by the Broker;
- f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 1. that a party or prospective party is willing to pay more or accept less than what is being offered,
 2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
 3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
 4. information specifically designated as confidential by a party unless such information is public.
- g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.
- j. disclose information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease.
- k. disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days.

2. BROKERAGE SERVICES PROVIDED TO BOTH PARTIES TO THE TRANSACTION. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide Brokerage Services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing Brokerage Services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. BROKER PROVIDING FEWER SERVICES. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. CONFIRMATION OF DISCLOSURE OF DUTIES AND RESPONSIBILITIES. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____ day of _____, 20_____.

Buyer's Printed Name _____ Buyer's Signature _____

Buyer's Printed Name _____ Buyer's Signature _____

AGREEMENT TO PURCHASE

This Agreement to Purchase (this “**Agreement**”) is executed in connection with a sealed bid auction (the “**Auction**”) conducted by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of Twin Creek Realty, L.L.C. (“**Seller**”) with an advertised sealed bid deadline of April 2, 2025.

“**Buyer**” refers to the parties(s), whether one or more, signing as Buyer(s) on the signature page of this Agreement (the “**Signature Page**”). Buyer’s execution and delivery of this Agreement, with the Bid Amount written on the Signature Page, constitutes an offer (this “**Offer**”) to purchase the Property (as defined below).

Buyer acknowledges having received the entire Sealed Bid Packet prepared for this Auction (“**Sealed Bid Packet**”), including the Bidder Instructions, the Oklahoma form of “Disclosure to Buyer of Brokerage Duties, Responsibilities and Services”, and the Preliminary Title Evidence (as defined below).

NOW, THEREFORE, Buyer offers and agrees to purchase from Seller and Seller (upon execution and delivery of Seller’s acceptance) agrees to sell to Buyer the Property (as defined below) in accordance with and subject to the following terms and conditions:

1. **Subject of Agreement; Property.** The property to be conveyed and acquired pursuant to this Agreement consists of the real estate in Payne County, Oklahoma described as follows (the “**Property**”):

Lots Ten (10) and Eleven (11) in Block Two (2), in MILLER’S ADDITION to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof,

being the surface estate with respect to said land, together with the building, improvements and permanent fixtures presently existing on said land, and being the parcel of real estate located at 213 South Main Street, Stillwater, OK and identified for property tax purposes as Parcel ID No. 19N02E-14-2-SM330-002-0010; provided, however, notwithstanding the foregoing definition, the “**Property**” to be acquired by Buyer does not include any item or property interest that is specifically excluded (or specified as not included) according to the express terms of this Agreement.

2. **Exclusion of Minerals.** All minerals under the surface of and/or that may be produced from the land comprising the Property, including oil, gas, coal, coalbed methane, all other hydrocarbons, lignite, all metallic minerals and all rights, fixtures and/or equipment appurtenant thereto (collectively, “**Minerals**”) are excluded from this sale and shall be excluded from the conveyance of the Property to Buyer. The meaning of the term “**Property**” as used throughout this Agreement shall be interpreted to exclude all Minerals.

3. **Purchase Price; Buyer’s Premium.** The purchase price for the Property (the “**Purchase Price**”) consists of the amount in U.S. Dollars which is written as the Bid Amount on the Signature Page (the “**Bid Amount**”), plus a Buyer’s Premium equal to four percent (4.0%) of the Bid Amount. **THE 4% BUYER’S PREMIUM IS AUTOMATICALLY ADDED TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.** Prior to the Closing, Buyer shall deliver Good Funds to the Escrow Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available funds delivered by confirmed wire transfer to an account designated by the Escrow Agent.

4. **Earnest Money.** Concurrently with the execution and delivery of this Offer, Buyer shall deliver an earnest money deposit (“**Earnest Money**”) payable to the Escrow Agent in an amount not less than ten percent (10%) of the Bid Amount. Upon Seller’s acceptance of this Offer, the Earnest Money shall be delivered to the Escrow Agent to be held in escrow and applied towards the payment of the Purchase Price at Closing. “**Escrow Agent**” refers to Community Escrow & Title Co., 623 South Lewis St., Stillwater, OK (Tel: 405-780-7196).

5. **Delivery of Title and Possession.** The title to and possession of the Property shall be delivered to Buyer effective upon completion of the Closing, subject to the Permitted Exceptions and all other terms and conditions of this Agreement. Seller shall furnish at Seller’s expense, and shall execute and deliver at Closing, a Warranty Deed conveying the Property to Buyer, subject to the Permitted Exceptions and excluding all Minerals.

6. **Survey.** It is anticipated that the Property will be conveyed using the existing legal description as provided by the title company. In any event, a new survey of all or any part(s) of the Property shall be obtained prior to Closing if and only if: (a) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (b) Seller elects to obtain a new survey for any other reason

in Seller's sole discretion. If a new survey is obtained: (i) the survey shall be ordered by an agent of the Seller; (ii) the survey shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller; and (iii) the survey shall identify the perimeter boundaries of the surveyed land, but a more detailed ALTA survey shall not be required or obtained unless otherwise agreed by Seller in its sole discretion. The cost of any survey obtained in accordance with the provisions of this Agreement ("**Survey**") shall be shared equally (50:50) by Seller and Buyer.

7. **Preliminary Title Evidence.** Buyer acknowledges having received, prior to making this Offer, a copy of the preliminary title insurance schedules dated February 20, 2025 prepared by Community Escrow & Title Co. and identified by reference to File # SW250223136, together with copies of all recorded documents referenced in the preliminary Schedule BII (collectively, the "**Preliminary Title Evidence**"). Buyer agrees to acquire the Property subject to and notwithstanding all matters referenced in the Preliminary Title Evidence (except Liens, if any). "**Liens**" refers to, collectively, any/each mortgage and/or other monetary obligation attaching as a lien against the Property other than a lien for Taxes not yet due and payable.

8. **Final Title Commitment.** As a condition precedent to Buyer's obligation to acquire the Property at Closing, Buyer has the right to receive a commitment, dated after this Agreement, for the issuance of a standard coverage ALTA owner's title insurance policy insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of any Liens or other material encumbrance that does not constitute a Permitted Exception ("**Final Title Commitment**"). The Final Title Commitment shall be prepared by the same company that prepared the Preliminary Title Evidence. Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions (including survey exceptions); (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (c) any specific or general exception that appears in Schedule B, Part II of the Preliminary Title Evidence; and/or (d) any other matter listed, referenced, identified, or disclosed in the Final Title Commitment that constitutes a Permitted Exception. The cost of furnishing the Final Title Commitment shall be charged to Seller.

9. **Title Insurance at Buyer's Expense.** If Buyer and/or Buyer's lender elect(s) to purchase title insurance: (a) the cost of issuing any title insurance policy shall be charged to Buyer, including title insurance premiums; and (b) Seller shall reasonably cooperate with respect to the satisfaction of the requirements for issuing a standard coverage ALTA owner's title insurance policy, as set forth in the Final Title Commitment; provided, however: (i) Buyer shall be responsible for the satisfaction of any title insurance requirement pertaining to Buyer or the proposed insured or any obligation of Buyer or the proposed insured or any title insurance requirement that can only be (or that reasonably should be) satisfied by Buyer as opposed to Seller (each a "**Buyer-Related Requirement**"); (ii) Seller shall have no obligation with respect to and Buyer's obligations are not contingent upon the satisfaction of any Buyer-Related Requirement or the availability or issuance of any extended or special title insurance coverage, any title insurance endorsement or any other title insurance product other than the Final Title Commitment for the issuance of a standard coverage ALTA owner's title insurance policy as described in this Agreement; and (iii) Seller shall have no obligation with respect to the satisfaction of any title insurance requirement or condition that is contrary to or inconsistent with the provisions of this Agreement.

10. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Final Title Commitment, any title insurance and any survey subject to and notwithstanding any of the following matters (each a "**Permitted Exception**" and collectively the "**Permitted Exceptions**"): (a) existing roads, public utilities and drains, and statutory easements on section lines; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line or other visible occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line; (e) any lien for current real estate taxes and/or special assessments not yet due and payable; (f) local ordinances and zoning laws; (g) outstanding reservations, severances and/or other rights with respect to Minerals; (h) any matter pertaining to Minerals and/or mineral rights, including any existing leases, easements and/or surface use agreements; (i) any matter (except Liens, if any) disclosed in this Agreement; and (j) any plat, easement, condition, restriction, reservation, and/or other matter (except Liens, if any) appearing of record and listed, referenced, identified, or disclosed in the Preliminary Title Evidence.

11. **Conveyance Requirements.** Buyer's obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the "**Conveyance**

Requirements”): (a) that Buyer has received the Final Title Commitment in accordance with the provisions of this Agreement; (b) that Seller is able to satisfy the requirements of the Final Title Commitment for the issuance of a standard coverage ALTA owner’s title insurance policy, other than a Buyer-Related Requirement; (c) that Seller is able to convey fee simple title to the Property, free and clear of any Liens and/or other material encumbrance that does not constitute a Permitted Exception; and (d) that Seller is able to deliver possession of the Property at the time of Closing (subject to the Permitted Exceptions). For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey the Property in conformance with the Conveyance Requirements. If Seller is unable to convey the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; provided, however, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the non-conformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 60 days from the later of the effective date of such notice or the targeted closing date stated in Section 13 below. Any such non-conformity shall be deemed cured if the Closing Agent and/or Seller provides commercially reasonable evidence and/or assurance that such non-conformity has been or will be paid, satisfied, removed and/or released (as applicable) prior to or in connection with the Closing. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer’s sole and exclusive remedy.

12. Conditions to Closing. Buyer’s obligation to purchase and acquire the Property at Closing is not contingent upon any further inspection, investigation or evaluation of the Property or upon Buyer’s ability to obtain any loan or permit. Buyer’s obligation to purchase and acquire the Property at Closing is not contingent upon the satisfaction of any condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).

13. Closing. Subject to the terms and conditions of this Agreement, the final delivery and exchange of documents and funds in order to consummate the sale and purchase of the Property in accordance with this Agreement (“**Closing**”) shall be scheduled and completed in accordance with this Section. It is anticipated that the Closing will be scheduled by mutual agreement and completed on or before May 19, 2025. In any event, Seller may arrange for the Closing to be held on a date specified in a notice from Seller or Seller’s agent to Buyer or Buyer’s agent and (subject to Section 12 above) Buyer shall be obligated to close on the date specified in such notice if such date is not earlier than May 19, 2025 and at least 7 days after: (a) such notice has been sent; (b) the Survey (if applicable) has been completed; and (c) the Final Title Commitment has been completed. The Closing shall be held at and/or administered by and through the office of the Escrow Agent.

14. Seller’s Expenses. The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) the cost of releasing all Liens, if any, and recording the releases; (b) one-half of the fee charged by the Escrow Agent to administer a cash closing; (c) one-half of the cost of the Survey, if any; (d) the cost of furnishing the Final Title Commitment; (e) the cost of preparing Seller’s transfer documents, including the deed; (f) the documentary stamp tax; (g) any sums due Auction Company in connection with this transaction; (h) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (i) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

15. Buyer’s Expenses. The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Escrow Agent prior to Closing: (a) any expense paid at Closing in connection with or related to any loan obtained by Buyer; (b) one-half of the fee charged by the Escrow Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the Survey, if any; (d) the cost of issuing any title insurance policy, including title insurance premiums and the cost of any extended or special coverage, lender’s coverage and/or title insurance endorsements; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (f) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (g) any other expense that is not allocated to Seller according to the terms of this Agreement.

16. **Taxes and Assessments.** “**Taxes**” refers to ad valorem property taxes and any special assessments that are or may become a lien against the Property. “**Seller’s Taxes**” refers to Taxes consisting of: (a) ad valorem taxes attributed to the period up to and including the day of Closing, prorated on a calendar year basis to the date of Closing; and (b) any special assessments that are or were last payable without a penalty on or before the day of Closing. Any unpaid Seller’s Taxes shall be withheld from Seller’s proceeds at Closing and paid directly to the appropriate tax collection official; provided, however, any portion of Seller’s Taxes that is not ascertainable and payable at the time of Closing shall be estimated based on 100% of the amount last billed for a calendar year and the amount thus estimated (for the period up to and including the Closing date) shall be paid via credit against the sums due from Buyer at Closing, with no further settlement or adjustment after Closing. Buyer shall then pay all Taxes due after Closing to the extent attributed to the Property.

17. **Risk of Loss.** The Property shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of loss and damage until Closing; provided, however, Buyer shall be obligated to acquire the Property notwithstanding the occurrence of any of the following prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired prior to Closing; and (c) loss covered by Seller’s insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.

18. **Remedies; Buyer Default.** As used herein, the term “**Buyer Default**” refers to nonperformance, breach and/or default with respect to an obligation of Buyer under this Agreement, including nonpayment (or ineffective or defective payment) of the Earnest Money in accordance with the provisions of this Agreement. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Bid Amount. Upon Seller’s demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, the amount of Seller’s damages would be uncertain and difficult to ascertain and that 10% of the Bid Amount is fairly proportionate to the loss likely to occur due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, Seller may recover and Buyer agrees to pay actual damages (plus expenses and attorney fees).

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller’s demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, thereafter incurred by Seller in seeking to enforce any right or remedy.

(c) Without limiting the foregoing provisions, Seller’s remedies in the event of a Buyer Default shall include the right to terminate Buyer’s right to acquire the Property under this Agreement (without prejudice to Seller’s right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.

19. **Remedies; Seller Default.** The term “**Seller Default**” refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller’s obligation(s) under this Agreement; provided, however, if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 11 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer’s receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer’s option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller’s obligations.

20. **Remedies; General.** Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the

event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

21. **Notices.** Any notice given under this Agreement shall be in writing and in a form which clearly shows an intention to give notice under this Agreement. A notice given to a party under this Agreement shall be sent via email to the email address(es) provided with that party's notification address (as provided below); provided, however, if an email address is not provided with the party's notification address in this Agreement, such notice shall be sent via any commonly-used overnight delivery service (such as overnight delivery via USPS, FedEx or UPS) that includes proof of delivery. A copy of a notice sent by any party (other than a notice sent by the Auction Manager as the agent of Seller) shall be sent to the Auction Manager via email to **Brent@schraderauction.com**. A notice shall be effective immediately as of the first day on which the notice has been sent in accordance with the requirements of this Section (regardless of the date of receipt). A party who fails to provide a proper email address with the party's notification address in this Agreement assumes the risk of receiving a notice after it has become effective. Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

If to Seller: C/o Ken Starks, via email to: **KenStarks9@gmail.com**

If to Buyer: The Buyer's email address(es) (if any) or regular mail address provided on the Signature Page.

22. **Agency; Sales Fee.** Auction Company and its affiliated agents are acting solely on behalf of, and exclusively as the agents for, the Seller. Buyer acknowledges receipt of the Oklahoma Real Estate Commission form of "*Disclosure to Buyer of Brokerage Duties, Responsibilities and Services*", which is hereby incorporated as part of the terms of this Agreement and shall be signed by the Buyer and attached to this Agreement pursuant to 59 Okl. St. § 858-356. The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Company from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such other broker or person.

23. **Buyer's Acknowledgment of Certain Disclosures and Disclaimers.** Buyer acknowledges and agrees that:

(a) Prior to submitting this Offer, Buyer received the entire Sealed Bid Packet (as defined above).

(b) Buyer's obligations under this Agreement are not contingent upon the results of any further inspection, investigation or evaluation of the character or condition of the Property or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to submitting this Offer. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and evaluations or has knowingly and willingly elected to purchase the Property without having done so. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property ***"AS IS"*** and ***WITHOUT ANY WARRANTY OF ANY KIND AS TO THE CHARACTER OR CONDITION OF THE PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.***

(c) Without limiting the foregoing provisions, Seller and Auction Company and their respective agents and representatives disclaim any promise, representation or warranty as to: (i) acreages; (ii) zoning matters; (iii) environmental matters; (iv) the availability or location of any utilities; (v) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway/driveway permit); (vi) whether or not the Property is qualified or suitable for any particular use or purpose; and/or (vii) the accuracy of any third party reports or materials provided in connection with this Agreement and/or the marketing of the Property and/or the Auction.

(d) Seller shall have no obligation before or after Closing with respect to (and Buyer's obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Property. Buyer acknowledges that Seller has not agreed to perform any work on or about the Property before or after Closing.

(e) The advertised square footages of the lot and building and the advertised road frontage are approximations based on information in the property tax records and/or tax parcel data. No warranty or authoritative representation is made as to the size of the lot or building. The Purchase Price shall not be subject to adjustment regardless of any square footage or other measurement shown in any record prepared before or after this Agreement.

(f) Boundary lines depicted in the auction marketing materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.

(g) A survey by Keystone Engineering (dated "December 14th" and "12/16" and "19 Dec 16") has been posted to the auction website (<https://www.schraderauction.com/auctions/9052>) as part of the "Information Booklet" and/or as a separate downloadable PDF. Buyer agrees to accept the title and acquire the property subject to and notwithstanding all matters shown in this survey.

24. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or any part of the Property as part of an exchange under §1031 of the Internal Revenue Code ("**Exchange**"). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.

25. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

26. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("**Entity**") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

27. **60 Okl. St. §121, et seq. (as amended eff. November 1, 2023).** Buyer promises and warrants: (a) that Buyer is qualified to acquire title to land in the State of Oklahoma in accordance with state and federal law, including 60 Okl. St. §121, et seq., as amended effective November 1, 2023, **prohibiting certain land acquisitions by aliens either directly or indirectly through a business entity or trust**; (b) that Buyer is able to (and will at Closing) properly execute an affidavit, to be included as an exhibit to the deed, attesting that Buyer is obtaining the Property in compliance with the requirements of 60 Okl. St. §121 and that no funding source is being used in the sale or transfer in violation of 60 Okl. St. §121 or any other state or federal law; and (c) that Buyer is able to (and, subject to the conditions of Section 12 above, that Buyer will at Closing) properly acquire the Property in accordance with the requirements of 60 Okl. St. §121, et seq. Any nonperformance or breach of (and/or Buyer's inability to perform or comply with) a promise or warranty under this Section shall constitute a "Buyer Default" for purposes of Section 18 above.

28. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word "including" shall be construed as "including but not limited to". Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made

prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. If any provision of this Agreement is inconsistent with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of this Agreement shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® or dotloop® shall have the same effect as the delivery of an original signature.

29. **Offer and Acceptance.** Buyer's execution and delivery of this Offer constitutes an offer to purchase the Property which may be accepted or rejected by Seller for any reason in the Seller's sole discretion and, if accepted by Seller, shall constitute a binding purchase contract between Seller and Buyer for the sale and purchase of the Property in accordance with the terms and conditions set forth herein. This Offer is irrevocable and shall remain open for acceptance by Seller at any time prior to the rejection or expiration of this Offer. This Offer shall be treated as having been accepted by Seller only if Seller's acceptance is signed by Seller on the Signature Page. This Offer shall be treated as having been rejected by the Seller only if: (a) Seller has given written notice of rejection to the Buyer; (b) the Earnest Money has been returned to Buyer prior to Seller's acceptance; (c) Seller has accepted another offer for the Property; or (d) Seller has failed to accept this Offer within the time specified in Section 30 below.

30. **Expiration of Offer; Acceptance Deadline.** This Offer expires unless it is accepted by Seller on or before 11:59 o'clock p.m. (CDT) on **Thursday, April 3, 2025**.

[The remainder of this Agreement is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, Buyer offers and agrees to purchase the Property located at 213 South Main Street, Stillwater, OK, and further described in Section 1 above, in accordance with and subject to the terms and conditions of this Agreement.

BID AMOUNT: \$ _____

THE PURCHASE PRICE IS THE BID AMOUNT WRITTEN ABOVE PLUS A BUYER'S PREMIUM EQUAL TO FOUR PERCENT (4%) OF THE BID AMOUNT. THE 4% BUYER'S PREMIUM IS AUTOMATICALLY ADDED TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.

SIGNATURE OF BUYER: On the _____ day of _____, 2025, this Agreement is signed by the undersigned, constituting the "Buyer" for purposes of this Agreement:

(Printed Name(s) of Buyer(s) (For a business entity, write the full legal name, the type of entity and the state of incorporation / organization))

[By] _____

(Signatures)

(Printed name/s and office or capacity of individual/s signing on behalf of an LLC, corporation or other Buyer entity)

(Buyer's Address)

(City, State, Zip)

(Buyer's Telephone Number)

(Buyer's Email Address)

(Buyer's Lender, if any, and Lender Contact Info.)

ACCEPTED BY SELLER on April _____, 2025:

TWIN CREEK REALTY, L.L.C.

By its duly authorized manager:

(Ken Starks, Manager)

RECEIPT OF EARNEST MONEY: The Earnest Money in the amount of \$ _____ has been received by the undersigned Escrow Agent on the date indicated below, to be held in escrow pursuant to the terms of the foregoing Agreement.

COMMUNITY ESCROW & TITLE CO.

Date Received: _____

By: _____



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Community Escrow & Title Co.
Issuing Office: 623 South Lewis St., Stillwater, OK 74074
Issuing Office's ALTA® Registry ID: 1077777
Loan ID No.:
Commitment No.: SW250223136
Issuing Office File No.: SW250223136
Property Address: 213 S. Main St., Stillwater, OK 74074

SCHEDULE A

1. Commitment Date: February 20, 2025 at 07:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: TBD
Proposed Amount of Insurance: TBD
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: none, its successors and/or assigns as their respective interests may appear.
Proposed Amount of Insurance: TBD
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: (Identify each estate or interest covered, i.e., fee, leasehold, etc.)

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

Twin Creek Realty L.L.C., an Oklahoma limited liability company
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Community Escrow & Title Co.

By: 

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

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SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contractor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.
5. Satisfactory Affidavit of Possession executed by the seller(s) or mortgagor(s) as may be appropriate.
6. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of an Affidavit of Identity executed by the Notary Public before whom the document is executed. Additionally, a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties must be furnished.
7. 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 Twin Creek Realty L.L.C., an Oklahoma limited liability company to TBD.
 - b. Mortgage from TBD to none, securing the principal amount of \$0.00.
8. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided with a satisfactory survey of the subject premises.
9. 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.
10. 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
11. 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.

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SCHEDULE B, PART I

(Continued)

12. 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.
13. Final policy cannot be issued, unless abstract certificate date, which is at February 20, 2025, 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.
14. In accordance with Title 60, Oklahoma Statutes, §121, et. seq., each grantee must execute the appropriate state-promulgated affidavit and all grantee affidavits must be attached to every deed submitted for filing.
15. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of an Affidavit of Identity executed by the Notary Public before whom the document is executed. Additionally, a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties must be furnished.
16. CLOSING INFORMATION NOTE: We require all monies deposited with us for closing, including lender's funds, to be in the form of a cashier's check or wire transfer. If any payments at closing are required to be made by wire transfer, then all monies delivered to us for closing must be in the form of bank wire transfer(s) of immediately available funds. The above applies to all closings unless other specific arrangements are made in advance of closing. Due to the wide variances in banking practices and lack of control over the timing in which checks presented for payment are cleared through the banking system, we cannot accept financial responsibility for delays in the clearing of funds through our escrow account.
17. "Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities."
18. Obtain and file a Release of a mortgage granted by Twin Creek Realty, L.L.C., in favor of Wayne A. Lewis, dated January 3, 2017, in the original amount of \$250,000.00, recorded on January 4, 2-17, in Book 2373, page 349. ASSIGNED to Wayne A. Lewis, Trustee of the Wayne A Lewis Trust under Declaration of Trust Dated November 15, 2017, recorded on November 29, 2017, in Book 2429, page 636.
19. With respect to Twin Creek Realty L.L.C., an Oklahoma limited liability company, 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.
20. ****24 Month Chain of Title**** The current record owner, as shown on Schedule A herein, has been in continuous and uninterrupted title since January 4, 2017, by way of a Warranty Deed recorded in Book 2373, page 348.

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SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Fees, taxes and assessments made by any taxing authority for the year 2025, which are not yet ascertainable, due or payable, and all subsequent years.
3. Any claim to (a) ownership of or rights to minerals and similar substances, including, but not limited to, ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise; and (b) any rights, privileges, immunities, rights of way and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the public records.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Any adverse matters which would be disclosed by a judgment search on the within named insured.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
7. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.
8. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
9. Easements or claims of easements not recorded in the Public Record.
10. 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.

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SCHEDULE B, PART II

(Continued)

11. Any adverse matters created by violation of Title 60, Oklahoma Statutes, §121, et seq., or based on Article XXII, Section I of the Oklahoma Constitution, or any other similar statutory or constitutional provisions, which restrict alien ownership of real property in Oklahoma.
12. All matters shown on the Plat and Dedication of MILLERS ADDITION, recorded on January 22, 1900, in Plat Book 1, page 20.
13. Rules, regulations, easements and future assessments, if any, in connection with the Decree of Incorporation of the Conservancy District No. 16, of Payne and Noble Counties, recorded on July 29, 1958, in Book 134 Misc., Page 379. Amendment recorded in Book 152 Misc., Page 483.

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EXHIBIT A

The Land is described as follows:

Lots Ten (10) and Eleven (11) in Block Two (2), in MILLER'S ADDITION to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof.

No. 10.

Filed Jan. 22, 1900-2:00 P.M., and
Recorded in 1 Plat Book page 20.

Plat and Dedication of
Miller's Addition to Stillwater.

Know all Men By These Presents: That I, Warren Miller, of Payne County, Oklahoma, have caused to be surveyed and platted the fractional part of the Northwest Quarter of the Southeast Quarter of Section Fourteen (14), Township Nineteen (19) North, Range Two (2) East of Indian Meridian in Payne Co. Oklahoma, into Lots, Blocks, Streets and Alleys and to be known as Miller's Addition to the City of Stillwater.

All Lots, Blocks, Streets and Alleys are of dimensions as indicated on Plat hereto attached and made a part hereof. All streets and alleys indicated hereon are hereby dedicated to the use of the public.

Witness my hand this 20th day of January, 1900.

Warren Miller.

Territory of Oklahoma, County of Payne, SS.

On this 20th day of January, 1900, personally appeared before me, Warren Miller to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the use and purposes above set forth.

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

J. E. Sater, Notary Public,
Commission expires Dec. 31, 1902.

SEAL.

Dec. 1899. Surveyed as indicated by this plat a part of the N.W. Qr. of S.E. Qr. Sec. 14, Tp. 19 N. of Rge. 2 E. as an addition to the City of Stillwater, Payne Co. O.T. by request of different owners as appears on this plat which is a true representation.

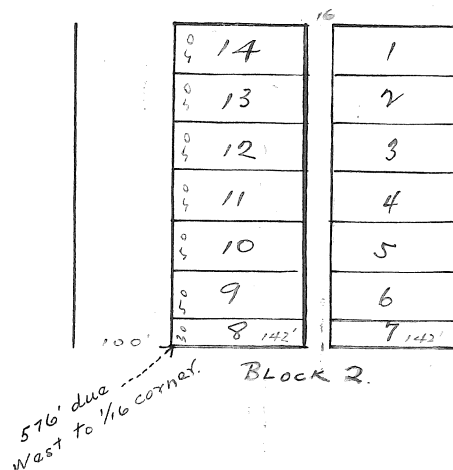
T. P. German, Surveyor.

Subscribed and sworn to before me this 2d day of January, 1900.

SEAL.

B. F. Brown, Notary Public.

My commission expires Nov. 16, 1903.



IN THE DISTRICT COURT OF PAYNE COUNTY, STATE OF OKLAHOMA

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

NO. 18,279
FILED: JUN 30, 1958

DECREE OF INCORPORATION

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

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

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

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

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

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the district shall be composed of the drainage area of Stillwater Creek arising in Noble County, Oklahoma, and flowing across Payne County, Oklahoma, and that the lands composed in said district shall consist of the City of

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Stillwater, Payne County, Oklahoma, and the bottom land affected in the following described property, to-wit:

NOBLE COUNTY, OKLAHOMA

(Lands in Noble County omitted herein.)

PAYNE COUNTY, OKLAHOMA

- Township 19 North, Range 1 West - N/2 of Section 3; W/2 and the SE/4 of Section 4; Section 5; NE/4 of Section 6; E/2 of Section 8; Section 9; S/2 Section 10; Section 11; N/2 of Section 15;
- Township 19 North, Range 1 East - W/2 of Section 1; N/2 and the SE/4 of Section 2; SE/4 of Section 10; N/2 and the SW/4 of Section 11; Section 12; Section 13; N/2 and the SW/4 of Section 14; Section 23; NW/4 of Section 24;
- Township 20 North, Range 2 East - Lots 1, 2, 3, 4, 5 and 6, Section 32, Section 26; Section 35;
- Township 19 North, Range 2 East - E/2 of Section 5; Section 7; SE/4 of Section 8; Section 9; NE/4 of Section 11; Section 13; Section 14; Section 16; Section 17; Section 18; NE/4 of Section 19; Section 20; Section 21; Section 22; Section 23; Section 24; Section 25; Section 26; Section 27; N/2 of the NE/4 of Section 28; Section 29;
- Township 20 North, Range 3 East - Lots 4, 5, 6, 7, 8, 9 and 10 Section 31;

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

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

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

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

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

Approved as to form:

R. L. Hert
R. L. HERT, JUDGE OF THE DISTRICT
COURT OF PAYNE COUNTY, OKLAHOMA

SWANK & SWANK
By Chilton Swank
ATTORNEYS FOR PETITIONERS

A certified copy of the foregoing was filed in office of County Clerk, July 29, 1958, at 8:35 A.M., and recorded Book 134 Misc., Page 379.

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NO. 18,279
FILED: JUN 30, 1958

APPOINTMENT OF DIRECTORS

This Court hereby appoints the following persons as the Board of Directors of "Conservancy District No. 16 in Payne and Noble Counties, State of Oklahoma":

NOBLE COUNTY

John P. Palovik
Name

RFD #3, Perry, Oklahoma
Address

PAYNE COUNTY

Allen Dean
Name

Route 3, Stillwater, Oklahoma
Address

Ervin Schroeder, Civil Engineer
Name

138 South Monticello Drive
Stillwater, Oklahoma
Address

(Balance omitted.)

STATE OF OKLAHOMA
COUNTY OF PAYNE

} ss. (CONTINUATION)

CERTIFICATE

SINCE: MAY 3rd, 1935 at 2:31 o'clock P.M.

The undersigned, PAYNE COUNTY TITLE COMPANY, a corporation, Bonded Abstracter, does hereby certify that the foregoing sheets numbered 50 to 64, both inclusive, contain a true and correct abstract of all instruments filed for record or recorded in the office of the County Clerk (formerly Register of Deeds) of said County, including the records from the office of the Clerk of the United States Court for any recording district in which said land was located, affecting the title to the following described real estate in said County and State;

Lot Ten (10) in Block Two (2) in Miller's Addition
to the City of Stillwater, Payne County, State of Oklahoma.
SINCE: MAY 3rd, 1935 at 2:31 o'clock P.M.

That the acknowledgements of all such instruments are statutory except as otherwise shown.

That there are no judgments, transcripts of judgments, foreign executions, probate proceedings, suits pending, or liens of any kind affecting the title to said real estate in any of the courts of record in said County, rendered or on file against any of the following named parties, as appears from the records in the office of the Court Clerk thereof, except as shown in this abstract.

"Mollie McCoy Cleveland; Mollie McCoy Brown;"

"Floyd McCoy or Mae McCoy".

NONE, Except as shown herein by Decree in Divorce Case No. 235-D.

And Except Water Conservancy District No. 16: In Re District Court Case No. 18,279, Decree of Incorporation shown and balance of proceedings omitted herein.

That according to the tax records in the office of the County Treasurer, said real estate has been assessed for each year; that there are no taxes assessed against the said real estate, either general or special, due and unpaid, or any tax sales thereof unredeemed; that no tax deeds have been given thereon; that there are no unpaid personal taxes against any of the above named parties; or notices of taxes due the United States of America filed in the office of the County Clerk which are a lien on said real estate, except as shown herein.

Intangible tax rolls are not available to the public.

General ad-valorem taxes for years 1935 to 1961 both incl. PAID.

Personal taxes paid.

Special taxes none found due or unpaid.

That the undersigned is a duly qualified and lawfully bonded abstracter, a member in good standing of the Oklahoma Title Association and the American Title Association, whose surety bond is in force at date of this certificate. That the undersigned has a complete set of indexes to the records of said County, compiled from the records and not copied from the indexes in the offices of the County Clerk, and that the searches covered by this certificate reflect the record of said County and are not restricted to the indexes in the office of the County Clerk, formerly Register of Deeds, thereof.

Dated at Stillwater, Oklahoma, this the 31st day of JANUARY, A. D., 1962,
at 7:00 A. M.



PAYNE COUNTY TITLE COMPANY
Bonded Abstracters

By J. H. Lloyd, President

Order No. 20,780

UNIFORM CERTIFICATE—OKLAHOMA TITLE ASSOCIATION